

*This opinion is nonprecedential except as provided by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
A25-1238**

MJ Property Holdings, LLC d/b/a Midwest Ethanol, LLC,
Respondent,

vs.

Solv-All Alliance Group, LLC,
Defendant,

and

Scott A. Marincek,
Appellant.

**Filed February 17, 2026
Reversed and remanded
Florey, Judge***

Hennepin County District Court
File No. 27-CV-22-15199

Justin P. Weinberg, Schaan P. Barth, Scott M. Flaherty, Taft Stettinius & Hollister LLP,
Minneapolis, Minnesota (for respondent)

Kirk A. Tisher, Erik F. Hansen, Kiley L. Eichelberger, Burns & Hansen, P.A., Minneapolis,
Minnesota (for appellant)

Considered and decided by Harris, Presiding Judge; Smith, Tracy M., Judge; and
Florey, Judge.

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to
Minn. Const. art. VI, § 10.

NONPRECEDENTIAL OPINION

FLOREY, Judge

This appeal arises from a district court order granting summary judgment in favor of the moving party pursuant to Minn. Gen. R. Prac. 115.06 based on the nonmoving party's general failure to participate in litigation. The nonmoving party appealed, arguing that the district court erred by failing to state its reasons for granting summary judgment as required under Minn. R. Civ. P. 56 and failing to address whether any genuine issues of material fact existed. Because we determine that the district court abused its discretion when it granted summary judgment pursuant to rule 115.06, we reverse and remand to the district court for further proceedings consistent with this opinion.

FACTS

In October 2022, respondent MJ Property Holdings LLC, d/b/a Midwest Ethanol LLC's (MJ Property) filed a complaint against defendant Solv-All Alliance Group LLC and appellant Scott A. Marincek alleging three counts: breach of contract, piercing the corporate veil, and unjust enrichment. The complaint alleged that Marincek is an executive and/or principal of Solv-All. It further alleged that in February 2021, Solv-All contracted with MJ Property. The agreement provided that MJ Property would store Solv-All's shipments of "palletized 1-gallon hand sanitizer jugs" at its warehouse in Waseca. In exchange, Solv-All agreed to pay MJ Property \$2,400 per month. MJ Property alleged that Solv-All failed to pay.

Marincek did not timely respond to MJ Property's complaint. As a result, MJ Property moved for default judgment, and the district court scheduled a hearing on the

motion. Although Marincek received a continuance so that he could secure local counsel, he did not appear at the hearing, nor did anyone appear on his behalf. The district court granted MJ Property's motion for default judgment. In May 2023, Marincek retained counsel and moved to void and vacate the default judgment. The district court granted Marincek's motion and reopened the matter in August 2023.¹

In January 2025, MJ Property contacted the district court to request a hearing date for a summary-judgment motion. The district court elected to decide the matter on the parties' written submissions and issued an order for written submissions. MJ Property timely filed a motion for summary judgment on its claim to pierce the corporate veil along with supporting papers. In MJ Property's memorandum supporting its motion for summary judgment, it argued that there are no genuine issues of material fact in order to pierce the corporate veil. Once the veil is pierced, it further argued, Marincek should be liable for the \$186,432.06 default judgment, jointly and severally, with Solv-All. Marincek did not file any responsive brief in opposition to MJ Property's motion.² MJ Property timely filed a reply memorandum in support of its summary-judgment motion.

¹ The district court additionally granted default judgment against Solv-All Alliance Group LLC. It did not reopen the matter with respect to this party.

² On April 9, 2025, Marincek emailed the district court to explain that he was unable to file any memoranda because of a purported eFiling issue. On April 22, 2025, Marincek directly emailed and mailed the district court judge a document that appeared to be a memorandum opposing summary judgment and supporting papers. This was over two months past the deadline set in the district court's scheduling order. These documents were never filed with the district court.

In May 2025, the district court issued an order granting summary judgment to MJ Property. The district court first determined that it would not consider Marincek's responsive documents because he failed to comply with the scheduling order and the documents had never been filed. The district court then explained that it had given Marincek "numerous opportunities in this matter," and that "Marincek's continued failure to comply with Court rules, Court orders in this case, and his failure to mount any response to MJ Property's summary judgment motion is the final stop in this matter." The district court granted MJ Property's motion for summary judgment pursuant to Minn. Gen. R. Prac. 115.06.

Marincek appeals.

DECISION

As a preliminary matter, the parties dispute the standard of review that applies here. Marincek argues we should review the district court's decision de novo because it granted MJ Property's motion for summary judgment. Appellate courts review a district court's grant of summary judgment pursuant to Minn. R. Civ. P. 56 de novo. *Fletcher Props., Inc. v. City of Minneapolis*, 24 N.W.3d 287, 299 (Minn. 2025). MJ Property counters that we should review the district court's decision for an abuse of discretion because it granted relief pursuant to Minn. Gen. R. Prac. 115.06. We generally review a district court's decisions pursuant to this rule for an abuse of discretion. *See Roberson v. STI Int'l*, No. A20-0020, 2020 WL 5107336, at *2 (Minn. App. Aug. 31, 2020) (applying abuse-of-discretion standard of review to district court's refusal to consider late-filed documents under rule 115.06); *Red Cross Constr., LLC v. Brenn*, No.

A17-1618, 2018 WL 2293731, at *4 (Minn. App. May 21, 2018) (same), *rev. denied* (Minn. Aug. 7, 2018);³ *see also* Minn. Gen. R. Prac. 115.06 1997 advisory comm. cmt. (stating that “permissive language is included to make it clear the court retains the discretion to hear matters even if the rules have been ignored”). Although the district court granted summary judgment, a decision we normally review *de novo*, it did so relying on Minn. Gen. R. Prac. 115.06 rather than Minn. R. Civ. P. 56. Accordingly, we review the district court’s decision for an abuse of discretion. “A district court abuses its discretion by making findings of fact that are unsupported by the evidence, misapplying the law, or delivering a decision that is against logic and the facts on record.” *Woolsey v. Woolsey*, 975 N.W.2d 502, 506 (Minn. 2022) (quotation omitted).

Although the district court articulated the requirements for summary judgment under rule 56, it relied on rule 115.06 and stated that “[w]hen a party fails to respond to a summary judgment motion, the Court has discretion to take appropriate action.” In the analysis section of its memorandum, the district court did not address nor apply the rule-56 standard. The district court did not determine whether a genuine issue of material fact existed or whether MJ Property was entitled to summary judgment as a matter of law. Instead, the district court explained that it had given Marincek “numerous opportunities in this matter,” and that “Marincek’s continued failure to comply with Court rules, Court orders in this case, and his failure to mount any response to MJ Property’s summary

³ We cite these decisions for their persuasive value. *See* Minn. R. Civ. App. P. 136.01, subd. 1(c).

judgment motion is the final stop in this matter.” The district court granted summary judgment in favor of MJ Property.

Minnesota General Rule of Practice 115.06, which governs a party’s failure to comply with the rules of motion practice, provides:

If the moving documents are not properly served and filed, the hearing may be canceled by the court. If responsive documents are not properly served and filed in a nondispositive motion, the court may deem the motion unopposed and may grant the relief requested without a hearing. For a dispositive motion, the court, in its discretion, may refuse to permit oral argument by the party not filing the required documents, may allow reasonable attorney’s fees, or may take other appropriate action.

Because the district court’s decision to grant summary judgment relies on an interpretation of rule 115.06, we must first resolve the question of law before we decide whether the district court abused its discretion in its application of the rule. Specifically, we must decide whether “appropriate action” in rule 115.06 encompasses a grant of summary judgment. We review the interpretation of court rules *de novo*. *In re Buckmaster*, 755 N.W.2d 570, 576 (Minn. App. 2008). When interpreting court rules, appellate courts first consider the plain language. *Gams v. Houghton*, 884 N.W.2d 611, 616 (Minn. 2016). “If the language of a rule is plain and unambiguous, [appellate courts] follow the rule’s plain language.” *Id.* “A rule is ambiguous only if the language of the rule is subject to more than one reasonable interpretation.” *Id.*

Two interpretive canons are instructive when interpreting this rule’s plain language. First, we consider the canon of *expressio unius est exclusio alterius*, which means that “the expression of one thing is the exclusion of another.” *State v. Caldwell*, 803 N.W.2d 373,

383 (Minn. 2011). This canon “generally reflects an inference that any omissions in a [law] are intentional.” *Id.* The second sentence in rule 115.06 provides that “[i]f responsive documents are not properly served and filed in a *nondispositive* motion, the court may deem the motion unopposed and *may grant the relief requested* without a hearing.” (Emphases added.) The sentence the district court relied on, which directly follows the second sentence, says nothing about the district court’s ability to grant the relief requested in the motion. When a party files a motion for summary judgment, a dispositive motion, the district court would be granting the relief requested, which the rule expressly allows for nondispositive motions, but not for dispositive motions. Under the canon of *expressio unius est exclusio alterius*, then, we consider the omission intentional such that “appropriate action” does not reasonably encompass a grant of summary judgment.

Next, appellate courts have recognized that “where words particularly designating specific acts or things are followed by and associated with words of general import, the [canon] of *ejusdem generis* states that the latter are generally to be regarded as comprehending only matters of the same kind or class as those particularly stated.” *State v. Sanschagrin*, 952 N.W.2d 620, 627 (Minn. 2020) (quotations omitted). The disputed rule 115.06 sentence includes two “particularly stated” matters: “refus[al] to permit oral argument by the party not filing the required documents” and “allow[ance of] reasonable attorney’s fees.” Summary judgment is different in “kind or class” from these matters in that it is a remedy that disposes of the matter entirely rather than a procedural or financial sanctions imposed upon a nonparticipating party. *See Bustad v. Bustad*, 116 N.W.2d 552, 556 (Minn. 1962) (explaining that summary judgment “is intended to secure

a just, speedy, and inexpensive disposition. It is not designed to afford a substitute for a trial where there are issues to be determined.”); *see also DLH, Inc. v. Russ*, 566 N.W.2d 60, 69 (Minn. 1997) (noting that summary judgment allows “a court to dispose of an action on the merits”); *cf. State Farm Ins. v. Chase*, No. C6-01-969, 2002 WL 47796, at *3-4 (Minn. App. Jan. 15, 2002) (reversing and remanding a district court’s grant of summary judgment imposed as a sanction where lesser sanctions were available). Applying this canon to the rule language, a reasonable interpretation of “appropriate action” does not encompass summary judgment.

Based on the canons of *expressio unius est exclusio alterius* and *ejusdem generis*, it is unreasonable to interpret “appropriate action” in rule 115.06 as encompassing a grant of summary judgment. Whatever “appropriate action” might include, it unambiguously excludes summary judgment. We therefore conclude that the district court abused its discretion when it granted summary judgment as an “appropriate action” pursuant to rule 115.06. *See Bauerly v. Bauerly*, 765 N.W.2d 108, 110 (Minn. App. 2009) (“Misapplying the law is an abuse of discretion.”). Accordingly, we reverse and remand this matter to the district court. *See Sela Invs. Ltd. v. H.E.*, 909 N.W.2d 344, 349-50 (Minn. App. 2018) (reversing and remanding to the district court where it misapplied a Minnesota General Rule of Practice).

For the purposes of remand, we note certain summary-judgment standards, without expressing any view on their applicability in this case. When deciding whether summary judgment is appropriate, the district court “need consider only the cited materials, but it

may consider other materials in the record.” Minn. R. Civ. P. 56.03(c).⁴ Additionally, “when the moving party makes out a prima facie case [for summary judgment], the burden of producing facts that raise a genuine issue shifts to the opposing party. . . . [S]ummary judgment is proper when the nonmoving party fails to provide the court with specific indications that there is a genuine issue of fact.” *Thiele v. Stich*, 425 N.W.2d 580, 583 (Minn. 1988) (citation omitted). On remand, the district court may consider whether and to what extent these standards apply.

Reversed and remanded.

⁴ An advisory committee comment from the 2018 amendments offers a helpful explanation of this rule. *See* Minn. R. Civ. P. 56.03 2018 advisory comm. cmt.