This opinion is nonprecedential except as provided by Minn.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
A25-1582

Joseph Dixon,
Appellant,

vs.

Comcast Corp., d/b/a XFinity Mobile,
Respondent.

Filed April 27, 2026
Affirmed; motion denied
Smith, Tracy M., Judge

Hennepin County District Court
File No. 27-CV-24-5414

Joseph Dixon, Minneapolis, Minnesota (self-represented appellant)

Karla M. Vehrs, Ballard Spahr LLP, Minneapolis, Minnesota (for respondent)

Considered and decided by Smith, Tracy M., Presiding Judge; Connolly, Judge; and Wheelock, Judge.

NONPRECEDENTIAL OPINION

SMITH, TRACY M., Judge

In this appeal from an order confirming an arbitration award and directing entry of judgment in favor of respondent Comcast Cable Communications, LLC[1] (Comcast), appellant Joseph Dixon argues that the district court erred by (1) denying his motion to

[1] Respondent notes that the name "Comcast Corporation d/b/a Xfinity Mobile" is incorrect.

vacate the arbitration award because the contracts requiring arbitration were invalid and the arbitrator was biased against him and (2) denying his motion for summary judgment because Comcast failed to timely respond to his complaint. Dixon also moved to strike a portion of Comcast's brief, claiming that it contained "unethical, offensive, irrelevant, highly prejudicial, frivolous, meritless, unrelated to the case, discriminatory statements." Because the district court did not err, we affirm. And because we reach this conclusion without relying on the contested portion of the brief, we deny Dixon's motion to strike as moot.

FACTS

Dixon is a previous Comcast customer. After Comcast terminated its relationship with Dixon, he sued Comcast for, among other things, unauthorized debits to his bank account. Comcast moved to compel arbitration pursuant to the arbitration clause in its consumer contracts with Dixon. In response, Dixon argued that arbitration was inappropriate because no contract existed between him and Comcast so there was no arbitration agreement in place.

The district court granted Comcast's motion to compel arbitration and stayed court proceedings pending the outcome of arbitration. The district court determined that contracts did exist between Dixon and Comcast, that Dixon did not opt out of the arbitration agreement as allowed by the contracts, and that the language of the arbitration agreement was broad enough to encompass all of Dixon's claims. The district court determined that the proper forum for Dixon's claims was therefore arbitration.

The parties went through arbitration with an arbitrator assigned by the American Arbitration Association, and the arbitrator issued an award dismissing Dixon's claims with prejudice. Dixon filed a motion in district court to vacate the arbitrator's award and to grant summary judgment in Dixon's favor. After a hearing, the district court filed an order (1) denying Dixon's motion to vacate the arbitration award and confirming the arbitration award and (2) denying Dixon's motion for summary judgment.

Dixon appeals.

DECISION

I. The district court did not abuse its discretion by denying Dixon's motion to vacate the arbitration agreement and confirming the award.

Dixon argues that the district court erred by denying his motion to vacate the arbitration award and confirming the award for two reasons. First, he contends that there was no valid contract and, therefore, no obligation to arbitrate. Second, he argues that the arbitration process was unfair and prejudicial to him.

We review the district court's factual findings for clear error and its legal conclusions de novo. *State v. Stavish*, 868 N.W.2d 670, 677 (Minn. 2015). "A court may vacate an arbitration award on one of the grounds listed in [the Minnesota Uniform Arbitration Act]." *Aaron v. Ill. Farmers Ins. Grp.*, 590 N.W.2d 667, 669 (Minn. App. 1999); *see* Minn. Stat. § 572B.23(a) (2024). "An arbitration award will be set aside by the courts only when the objecting party meets its burden of proof that the arbitrators have *clearly* exceeded the powers granted to them in the arbitration agreement." *Seagate Tech., LLC v. W. Digit. Corp.*, 854 N.W.2d 750, 760-61 (Minn. 2014) (quotation omitted). "When assessing a party's challenge to an arbitrator's authority, [appellate courts] exercise every reasonable presumption in favor of an arbitration award's finality and validity." *Hennepin Healthcare Sys., Inc. v. AFSCME Minn. Council 5, Union*, 990 N.W.2d 454, 459 (Minn. 2023). In light of this deference, we have a very limited scope of review. *Id.*

A. Dixon's Contracts with Comcast

Dixon claims that there was no contract between him and Comcast because the parties never signed a contract and, under the statute of frauds, a contract must be signed by both parties to be valid. *See* Minn. Stat. § 336.2-201 (2024). Because there was no valid contract, Dixon contends, there was no requirement to arbitrate.

"Upon motion of a party to the arbitration proceeding, the court shall vacate an award if . . . there was no agreement to arbitrate." Minn. Stat. § 572B.23(a)(5). "The [district] court shall decide whether an agreement to arbitrate exists . . . ." Minn. Stat. § 572B.06(b) (2024). When denying Dixon's motion to vacate the arbitration award, the district court noted that it had already rejected Dixon's argument that no contract existed between him and Comcast when it filed its order to compel arbitration. The arbitrator, too, rejected Dixon's argument, pointing to the same district court order determining that the contracts were valid. The arbitrator concluded that he was "required to enforce the contracts between [Dixon] and Comcast . . . in deciding Comcast's dispositive motion."

Under Minnesota law, contract formation requires the communication of a specific and definite offer, acceptance of that offer, and consideration. *See Pine River State Bank v. Mettille*, 333 N.W.2d 622, 626-27 (Minn. 1983). When determining whether the parties have entered into a valid and enforceable contract, courts evaluate the objective conduct of the parties and their "words spoken or written." *Cederstrand v. Lutheran Brotherhood*, 117 N.W.2d 213, 221 (Minn. 1962). "Contract interpretation is a question of law that [appellate courts] review de novo." *Valspar Refinish, Inc. v. Gaylord's, Inc.*, 764 N.W.2d 359, 364 (Minn. 2009) (quotation omitted).

In deciding whether to compel arbitration, the district court addressed whether Comcast and Dixon had a valid contract. It considered the Mobile Customer Agreement governing Dixon's wireless plans, which included language indicating the presence of an arbitration agreement. It also noted Dixon's evidentiary submissions, which included "copies of email communications between Comcast and [Dixon] that contain a link to the Mobile Customer Agreement and the [Device Payment Plan Agreement (DPPA)]." The district court found that "Comcast provided devices and services, and [Dixon] accepted such devices and services and paid for them. He is accordingly bound by the terms of the contracts under which Comcast provided those devices and services."

We find no clear error in the district court's finding of fact. Dixon's own submissions demonstrated that he received multiple emails with access to the Mobile Customer Agreements and the DPPA. On the first page of the Retail Installment Sale Agreement between Comcast and Dixon for each device, the agreement referred Dixon to the Mobile Customer Agreement for additional information on terms, notified him that the agreement was incorporated, and pointed out in all-capital letters that an arbitration agreement was incorporated. In bold letters on the first page of the Mobile Customer Agreement, Comcast informed Dixon that the agreement contained a binding arbitration agreement, which meant there would be "no judge or jury and . . . less discovery and appellate review than in court," and that the customer could elect to opt out of arbitration. Each sales agreement also stated, "If you use or otherwise indicate your acceptance of the Service(s), you have accepted this Agreement." Dixon admits to accepting the devices provided by Comcast and paying a fee to activate them. Therefore, the record amply supports the district court's determination that Dixon accepted the contracts with Comcast by using multiple cell phones and internet service from Comcast. The district court therefore did not err by concluding that the arbitration agreement contained within the contracts was binding on him.

B. Arbitration Process

Dixon claims that the arbitrator was biased and prejudiced against him because the arbitrator denied the "rights to a hearing, testimony, discovery, and the presentation of evidence in an arbitration hearing." More specifically, Dixon argues that the arbitrator abused his power by granting Comcast leave to file a dispositive motion without first allowing discovery.

Grounds to vacate an arbitration award under the Minnesota Uniform Arbitration Act include that "the award was procured by corruption, fraud, or other undue means," or that there was "evident partiality," "corruption," or "misconduct" by an arbitrator. Minn. Stat. § 572B.23(a). "The arbitrator may conduct the arbitration in such manner as the arbitrator considers appropriate so as to aid in the fair and expeditious disposition of the proceeding." Minn. Stat. § 572B.15(a) (2024). "The arbitrator may decide a request for summary disposition of a claim . . . upon request of one party to the arbitration proceeding if that party gives notice to all other parties to the arbitration proceeding and the other parties have a reasonable opportunity to respond." *Id.* (b) (2024). When an appellate court reviews an arbitration award, "the only issue before [it] is whether the question decided by the arbitrator was within his authority to decide; [it] may not examine the underlying evidence and record, or otherwise delve into the merits of the award." *Liberty Mut. Ins. Co. v. Sankey*, 605 N.W.2d 411, 414 (Minn. App. 2000), *rev. denied* (Minn. Apr. 18, 2000).

Here, Comcast requested permission to file a dispositive motion pursuant to the governing arbitration rules. The arbitrator granted the request and stayed discovery until after the resolution of Comcast's dispositive motion, stating that discovery could proceed "[i]n the event some or all of [Dixon's] claims survive [Comcast's] dispositive motion." Thereafter, the arbitrator granted Comcast's dispositive motion and dismissed Dixon's claims with prejudice, eliminating the need for discovery.

Dixon cites no facts to substantiate any allegations of misconduct, bias, prejudice, or partiality on the part of the arbitrator. The arbitrator plainly decided matters that were within his authority to decide and followed a reasonable process for resolving the matter. The arbitrator specifically considered whether discovery should take place but found that the deficiencies in Dixon's claims were not curable by discovery. Dixon's claim that the arbitrator abused his authority by staying discovery until after a decision on Comcast's dispositive motion is without merit.

In sum, because the district court did not err by finding that Dixon had an agreement to arbitrate with Comcast and by rejecting Dixon's challenge to the arbitration award, the district court properly confirmed the arbitration award.

II. The district court did not abuse its discretion by denying Dixon's motion for summary judgment.

Dixon also argues that the district court erred by denying his motion for summary judgment. "[Appellate courts] review a district court's summary judgment decision de novo. In doing so, [appellate courts] determine whether the district court properly applied the law and whether there are genuine issues of material fact that preclude summary judgment." *Riverview Muir Doran, LLC v. JADT Dev. Grp., LLC*, 790 N.W.2d 167, 170 (Minn. 2010) (citation omitted).

After denying Dixon's motion to vacate the arbitration award and confirming the award, the district court denied Dixon's motion for summary judgment, reasoning that his claims had been "dismissed with prejudice in a confirmed arbitration award." Dixon argues, however, that the district court should have ruled in his favor because Comcast failed to respond to his original complaint and failed to timely respond to his motion to vacate the arbitration award. He contends that he was therefore entitled to the relief he sought by default.

The argument is without merit. District courts have discretion in deciding whether to grant default judgments, *see Roehrdanz v. Brill*, 682 N.W.2d 626, 632 (Minn. 2004), and in enforcing the time limits for motion practice, Minn. Gen. R. Prac. 115.07. Here, the district court did not abuse its discretion because Comcast did not fail to timely respond to Dixon's filings.

With respect to the complaint, Comcast moved to stay the proceedings pending arbitration, which the district court properly granted. Minn. Stat. § 572B.07(f) (2024) (stating that the district court shall "stay any judicial proceeding that involves a claim subject to arbitration"). Comcast therefore did not fail to respond to the complaint.

With respect to the motion to vacate, Comcast responded timely. A party responding to a nondispositive motion must file their response at least 14 days before the hearing date. Minn. Gen. R. Prac. 115.04(b). Dixon filed a motion to vacate the arbitration award on April 17, 2025. That motion, however, did not contain notice of a hearing date and thus did not trigger a response deadline. On May 28, Dixon served and filed a notice of motion and motion for summary judgment and default, identifying a June 27 hearing date. Comcast's deadline to respond was therefore June 13, 2025—14 days prior to the hearing. Comcast easily met that deadline by filing its opposition materials on June 2, in which it also responded to Dixon's motion to vacate the arbitration award. Because Comcast's response was not untimely, Dixon's argument that Comcast defaulted on his motion to vacate the arbitration award and that he is therefore entitled to summary judgment fails.[2]

Affirmed; motion denied.

[2] Because our decision to affirm does not rely on the portion of the brief challenged in Dixon's motion to strike, we deny that motion as moot. *See Drewitz v. Motorwerks, Inc.*, 728 N.W.2d 231, 233 n.2 (Minn. 2007) (denying a motion to strike as moot when the reviewing court did not rely on the material).