

*This opinion is nonprecedential except as provided by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
A25-1639**

Code Plus Construction, Inc.,
Respondent,

vs.

Keith Beal, et al.,
Appellants.

**Filed July 6, 2026
Affirmed
Beane, Judge**

St. Louis County District Court
File No. 69VI-CV-21-277

Robert C. Barnes, McCarthy & Barnes, PLC, Duluth, Minnesota; and

Robert H. Magie III, Duluth, Minnesota (for respondent)

James A. Teigland, Fremstad Law Firm, Fargo, North Dakota (for appellants)

Considered and decided by Schmidt, Presiding Judge; Beane, Judge; and Reilly,
Judge.*

NONPRECEDENTIAL OPINION

BEANE, Judge

Appellants challenge the district court's order denying their motion for a new trial, arguing that irregularities in the proceedings and the district court's errors of law require a

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

new trial. Because the district court did not abuse its discretion in denying the motion, we affirm.

FACTS

Appellants Keith and Dana Beal¹ reached an oral agreement with respondent Code Plus Construction, Inc. to construct the foundation and basement for a planned addition to a cabin the Beals own in Ely.² The parties agreed that Code Plus would perform the site and foundation work for the addition, including excavating and preparing the site, installing Logix brand insulated concrete form walls, placing rebar and drain tile, and pouring the concrete basement floor, among other things.

The relationship between the Beals and Code Plus deteriorated during construction. After Code Plus's work on the Beals' project was substantially complete, Code Plus sent the Beals an invoice for the final amount due on the project. The Beals refused to pay, claiming that Code Plus's work was defective and that Code Plus had not followed the manufacturer's specifications in installing the Logix insulated concrete form walls.

In January 2021, Code Plus sued the Beals for breach of contract, among other causes of action, seeking to recover unpaid amounts for its work performed at the cabin. The Beals asserted counterclaims against Code Plus, including breach of contract and other causes of action.

¹ Because the Beals share the same surname, we refer to each of them by their first names when describing their individual actions.

² The Beals separately contracted with a third party to manufacture the log-home addition to be installed on top of the foundation being built by Code Plus. That third party is not a party to this litigation.

The district court issued multiple scheduling orders as the parties conducted pretrial discovery and filed several pretrial motions. Each of those scheduling orders incorporated a requirement that the parties exchange witness and exhibit lists at least five days before trial. In June 2023, in anticipation of a scheduled July trial date, Code Plus and the Beals each filed and served witness and exhibit lists. The case did not proceed to trial in July 2023.

In August 2023, the Beals' counsel withdrew from representation. The Beals proceeded without an attorney.

In August 2024, the district court issued another scheduling order setting a late-December 2024 trial date and directing the parties to exchange and file witness and exhibit lists by December 12, 2024. The district court also directed the parties to upload all proposed exhibits to the Minnesota Digital Exhibit System (MNDES) before trial.

On November 26, 2024, Code Plus filed witness and exhibit lists through the district court's electronic filing and service system. Code Plus filed supplemental exhibit lists on November 27 and December 2, 2024. These filings were served electronically on the Beals' former attorney. The Beals did not file new exhibit and witness lists with the court but uploaded them to MNDES. Both parties uploaded proposed exhibits to MNDES.

The parties tried their competing breach-of-contract claims to a jury on December 17 and 18, 2024. Code Plus was represented by an attorney at trial, and the Beals represented themselves.

At the outset of trial, the Beals alerted the district court that they had not received Code Plus's pretrial filings or any of the exhibits Code Plus proposed to present at trial.

The district court reviewed the file and determined that the required documents had been electronically served on the Beals. The district court allowed the case to proceed without restricting either side's evidence based on improper service, noting that Code Plus had "just as good an argument that [the Beals] shouldn't be allowed to submit any [evidence]" because the Beals uploaded their documents into MNDES rather than serving them on Code Plus.

At trial, Code Plus called three witnesses, one of whom was the company's owner. During the owner's direct examination, he testified that as part of the construction, Code Plus installed Logix brand insulated concrete form walls, which are insulated walls made by installing the forms and then filling them with poured concrete. The Beals' theory at trial was that Code Plus did not follow Logix's product specifications during the construction, which resulted in defective work.

While cross-examining the owner, Dana began to ask about the Logix specifications. During this testimony, Code Plus's attorney asked to approach, and an off-the-record chambers conference took place between the district court and the parties. The chambers conference was not transcribed, and no contemporaneous record was made regarding what was said during that conference. But in a statement of proceedings made after the trial under Minnesota Rule of Civil Appellate Procedure 110.03, the district court explained that Code Plus's counsel had noticed that Dana was "holding documents that appeared to be excerpts from Logix Manuals and he was concerned that [Dana] was going to attempt to admit these documents" through Code Plus's owner. Dana confirmed the documents were from Logix, that she obtained them directly from Logix, and that Code

Plus's owner had not seen the documents. The district court advised Dana that she would need a Logix employee to authenticate any Logix documents and be subject to cross-examination for the documents to be admitted. The district court made a similar statement on the record later in trial: "In regards to . . . something from some company without having that company here to authenticate it, would be pretty difficult to . . . get admitted into evidence."

After the close of the evidence, the jury returned a special verdict. On Code Plus's claim, the jury found that a contract existed between Code Plus and the Beals, that the Beals breached the contract, and that their breach caused damage to Code Plus. The jury awarded Code Plus \$12,782.92 in damages. On the Beals' counterclaim, the jury found that Code Plus did not breach its contract with the Beals and therefore did not reach any other questions about the counterclaim. The district court entered judgment for Code Plus consistent with the jury's verdict.

In March 2025, the Beals filed a motion for a new trial based on three grounds: (1) an irregularity in the proceedings due to Code Plus's failure to serve pretrial filings on the Beals, (2) an error of law in the district court's decision to exclude the Logix manufacturer specifications from evidence, and (3) an error of law in the district court's failure to transcribe the off-the-record chambers conference. The district court denied the motion.

The Beals appeal.

DECISION

On appeal, the Beals challenge the district court's order denying their motion for a new trial. Minnesota Rule of Civil Procedure 59.01 outlines the grounds on which a new trial may be granted. A party seeking a new trial must both establish that one of the grounds for a new trial exists and demonstrate that they were prejudiced by the error. *Torchwood Props., LLC v. McKinnon*, 784 N.W.2d 416, 419 (Minn. App. 2010); *see also Wild v. Rarig*, 234 N.W.2d 775, 786 (Minn. 1975) (stating that prejudice is "[t]he primary consideration in determining whether to grant a new trial"). We review a district court's decision to deny a motion for a new trial for an abuse of discretion. *Christie v. Est. of Christie*, 911 N.W.2d 833, 838 (Minn. 2018). "A district court abuses its discretion when its decision is based on an erroneous view of the law or is inconsistent with the facts in the record." *In re Otto Bremer Tr.*, 2 N.W.3d 308, 319 (Minn. 2024) (quotation omitted).

The Beals argue that they are entitled to a new trial for three reasons: (1) Code Plus's failure to properly serve its pretrial filings was an irregularity in the proceedings that deprived the Beals of a fair trial; (2) the district court committed an error of law by excluding the Logix specifications; and (3) the district court committed an error of law by failing to transcribe an in-chambers conference, which prevents the Beals from obtaining meaningful appellate review. The Beals also request the case be reassigned to a different district court judge. We address each of these arguments in turn.

I.

The Beals first argue that Code Plus's failure to properly serve pretrial documents was a procedural irregularity that entitles them to a new trial.³ A new trial may be granted for an "[i]rregularity in the proceedings of the court . . . whereby the moving party was deprived of a fair trial." Minn. R. Civ. P. 59.01(a). Therefore, to establish that they are entitled to a new trial on this basis, the Beals must show that "(1) an irregularity occurred and (2) they were deprived of a fair trial" as a result. *Boschee v. Duevel*, 530 N.W.2d 834, 840 (Minn. App. 1995), *rev. denied* (Minn. June 14, 1995). "An irregularity is a failure to adhere to a prescribed rule or method of procedure not amounting to an error in a ruling on a matter of law." *Id.* (quotation omitted).

Here, we are not convinced that Code Plus's electronic service of its pretrial filings on the Beals' former attorney, rather than on the Beals themselves, constituted an irregularity. The district court's pretrial scheduling orders required the parties to file and serve their witness and exhibit lists before trial. It appears both parties attempted to do so, but neither party effectuated service in strict compliance with the rules. Given that, the district court was well within its discretion to simply proceed with the presentation of evidence, without imposing a sanction on either party. *See Maudsley v. Pederson*, 676

³ Generally, events occurring pretrial cannot support a motion for a new trial, because an appeal from an order denying a new trial reviews only errors that occurred during trial. *Bains v. Piper, Jaffray & Hopwood, Inc.*, 497 N.W.2d 263, 271 (Minn. App. 1993), *rev. denied* (Minn. Apr. 20, 1993). But here, the Beals raised the issue of service related to Code Plus's pretrial filings at the outset of trial, and the district court determined that the required documents had been served on the Beals through the electronic filing and service system.

N.W.2d 8, 12 (Minn. App. 2004) (stating that “whether or not to enforce its own scheduling order is clearly within the district court’s discretion”).

Even if Code Plus’s failure to properly serve the documents on the Beals constitutes an irregularity in the proceeding, the Beals have not shown that they were deprived of a fair trial as a result. Code Plus called three witnesses at trial: Code Plus’s owner, the owner’s son who was also a Code Plus employee, and a licensed engineer and building official who was retained by Code Plus as an expert. All three were included on Code Plus’s June 2023 witness list that was filed and properly served on the Beals, through their former counsel. Moreover, two of these witnesses—the owner and his son—were identified on the Beals’ own June 2023 witness list and deposed by the Beals during discovery. The retained expert authored a June 2022 report after conducting a site visit at the Beals’ cabin, and his report was provided to the Beals during discovery. So, all the witnesses Code Plus called at trial were known to the Beals as likely witnesses in the case long before pretrial filings were due. Similarly, of the eight exhibits Code Plus presented at trial, the Beals have not identified any that they had not received in discovery. The only exhibits Code Plus offered at trial to which the Beals objected were the two invoices Code Plus sent to them. Their failure to object to other evidence offered by Code Plus undermines any argument that the admission of this evidence was unfair.

Furthermore, the Beals have not explained how any of this was unfair to them, other than to say they were left “scrambling to prepare for trial.” Although the Beals contend that “Dana Beal was forced to search for Code Plus’s pre-trial filings by searching on the court’s ‘online . . . system’ and call ‘Court administration’ the day before trial,” we have observed

that “inconvenience does not equal prejudice.” *Larsen v. Mullen*, No. A25-1169, 2026 WL 796786, at *3 (Minn. App. Mar. 23, 2026) (addressing whether trial depositions taken close to the trial date constituted an irregularity in the proceedings that required a new trial).⁴ And given that the Beals themselves apparently uploaded their documents to MNDES rather than serving them on Code Plus, the Beals were not at a disadvantage compared to Code Plus in their preparation for trial based on improper service.

Under the circumstances presented here, we see no basis to conclude that the district court abused its discretion in determining that the Beals failed to demonstrate that they were deprived of a fair trial or otherwise prejudiced by Code Plus’s improper service of its witness and exhibit lists. The district court therefore did not err by denying the Beals’ motion for a new trial on that basis.

II.

The Beals next argue they are entitled to a new trial “due to the [district] [c]ourt’s erroneous exclusion of [the] LOGIX specifications.” They contend that the district court erred by ruling at trial that the specifications were inadmissible without a Logix employee to authenticate them and then by ruling in the order denying their motion for a new trial that the specifications were inadmissible hearsay.

“An error in the exclusion of evidence is grounds for a new trial if it appears that the evidence might reasonably have changed the result of the trial if it had been admitted.” *Becker v. Mayo Found.*, 737 N.W.2d 200, 214 (Minn. 2007) (quotation omitted). But as a

⁴ Nonprecedential opinions are not binding but “may be cited as persuasive authority.” Minn. R. Civ. App. P. 136.01, subd. 1(c).

threshold matter, “[a]n offer of proof is a prerequisite to motions for a new trial and appeals based on exclusion of evidence.” *Id.* at 215; *see also State v. Harris*, 713 N.W.2d 844, 848-49 (Minn. 2006) (“Generally, in the absence of an offer of proof, unless the substance of the evidence is apparent from the context, an appellate court cannot assess the significance of the excluded [evidence].”).

Although the Beals challenge what they describe as the district court’s “erroneous exclusion” of the Logix specifications, nothing in the trial record suggests that the Beals ever offered those specifications into evidence. Instead, the record shows that, despite having uploaded their anticipated trial exhibits into MNDES, the Beals struggled to actually offer those exhibits into evidence. During the trial, the district court described to the Beals the required procedure for getting exhibits admitted into evidence.⁵ And yet, the Beals never formally offered the Logix specifications into evidence, and they did not make an offer of proof as to the contents of their proposed exhibits or the purpose for which they were offered. Moreover, because the Logix specifications were never offered, the district court never made a definitive ruling as to their admissibility. Thus, this record presents nothing for us to review regarding the purported exclusion of the Logix specifications.

⁵ For example, at the start of the second day of trial when the parties and district court were discussing the schedule of witnesses for the Beals’ presentation of evidence, Dana asked the district court, “And when may I show my exhibits?,” to which the district court responded, “You have to get them admitted into evidence, Ms. Beal.” After Dana stated that she had submitted the exhibits through MNDES, the district court explained, “That’s not having them admitted into evidence. You have watched [Code Plus’s attorney] do it. You have to have somebody that can identify the exhibit, identify what it is, that it is a true and accurate copy, and it depicts what it does, and then you have to ask for it to be admitted.”

To persuade us otherwise, the Beals argue that they have adequately preserved this issue for appeal because the district court ruled during an off-the-record chambers conference that the Logix specifications were inadmissible because the Beals could not present a Logix employee to authenticate them. This argument is unavailing. The Beals claim that they tried to get the Logix specifications (or some portion of them) admitted through Code Plus's owner, who testified on direct examination that he kept a Logix manual in his truck. During Dana's cross-examination of the owner, the following exchange occurred:

Dana: When was the last time you read—
Owner: I don't recall.

Dana: —the Logix specifications?
Owner: I don't remember.

Dana: Isn't that important to your job?
Owner: Yeah, in a way I guess. Yeah.

Dana: And have any changes occurred since these were first
approved for sale in the U.S.?
Owner: I don't know.

Code Plus's Attorney: Your Honor, can I approach the bench
on a matter?
The Court: You may all approach. Mr. Beal and Ms. Beal.

(JUDGE MEETS WITH [CODE PLUS'S COUNSEL] AND
[THE BEALS] IN CHAMBERS)

The chambers conference was not transcribed. The Beals contend that, during the chambers conference, the district court "ruled that the LOGIX materials would not be admitted without live testimony from a LOGIX employee." But the district court's statement of the proceedings, which was made under Minnesota Rule of Civil Appellate

Procedure 110.03 and is part of the record on appeal, states that “[n]o party made a motion or stated an objection” during the chambers conference. The district court “asked Ms. Beal if the documents were from Logix and if [Code Plus’s owner] had ever seen them,” to which she responded that she had obtained the documents directly from Logix and the owner had not seen them. That prompted the district court to advise Dana that a witness cannot authenticate a document he has not seen and that she could not authenticate a document for a witness. The district court also advised Dana that she “would likely need a Logix employee to authenticate the documents and be subject to cross-examination.” After the conference, Dana continued her cross-examination of the owner but did not attempt to offer the Logix specifications into evidence. During the Beals’ presentation of evidence, they re-called the owner, and Dana questioned him at length about the Logix specifications but still did not offer them into evidence. This record shows that the Logix specifications were never offered into evidence and that the district court never made a definitive ruling as to their admissibility.

The Beals also contend that because the district court analyzed the admissibility of the Logix specifications in denying the Beals’ motion for a new trial, we should do the same rather than conclude that the issue was not preserved. This argument, too, is unavailing. Although the district court stated that the Logix specifications were hearsay and expressed doubt that an exception to the rule against hearsay could have been satisfied, the district court also explained that the Beals were told that “the [district] [c]ourt would rule on all evidence offered.” The district court then concluded that, “[i]f the LOGIX manual excerpts were offered,” refusing to admit them was not an abuse of discretion

because “[t]he foundational requirements for admissibility were not met.” Thus, the district court seems to have determined, as we do, that the Logix specifications were not offered and that no ruling was made as to their admissibility.

We therefore conclude that the district court did not abuse its discretion when it denied the Beals’ motion for a new trial based on the erroneous exclusion of the Logix specifications because the specifications were never offered into evidence in the first place.

III.

Finally, the Beals argue they are entitled to a new trial due to the district court’s failure to transcribe the chambers conference. The Beals contend that the failure to transcribe the conference “create[d] an evidentiary dispute that impairs the Beals’ ability to seek appellate review or establish error because it is not clear what exactly the district court concluded regarding the Logix specifications.”

By statute, a stenographic record must be made of “all proceedings had before the judge . . . all objections made, and the grounds thereof as stated by counsel, all rulings thereon, all exceptions taken, all motions, [and] orders.” Minn. Stat. § 486.02 (2024). To obtain a new trial, the Beals “must also show that the incomplete transcript prevented [them] from obtaining meaningful review.” *State v. Chauvin*, 989 N.W.2d 1, 35 (Minn. App. 2023), *rev. denied* (Minn. July 18, 2023). “[A] transcript is important to, but not always essential for, a meaningful appeal.” *Hoagland v. State*, 518 N.W.2d 531, 535 (Minn. 1994).

Here, in analyzing the Beals’ motion for a new trial, the district court conceded that it should have made a stenographic record of the chambers conference. But the district

court nevertheless concluded that the Beals could obtain meaningful review of their motion for a new trial, and could obtain meaningful review on appeal, even in the absence of a transcript of the chambers conference. We agree. The Beals contend that the district court made “critical” evidentiary rulings, including a ruling excluding the Logix specifications, in a chambers conference that was neither recorded nor transcribed. But, as analyzed above, the Beals did not offer the Logix specifications into evidence, and consequently, the district court did not make an evidentiary ruling excluding that evidence. And even if the discussion during the chambers conference amounted to a ruling that Code Plus’s owner could not authenticate excerpts of the Logix specifications he had not seen, such a ruling was not erroneous. *See* Minn. R. Evid. 901(a); *State v. Larson*, 787 N.W.2d 592, 599 (Minn. 2010) (explaining that a district court does not abuse its discretion by refusing to admit an unauthenticated document into evidence). Thus, the Beals cannot demonstrate prejudice from this error. *See Torchwood Props.*, 784 N.W.2d at 419.

Accordingly, the district court did not abuse its discretion when it denied the Beals’ motion for a new trial based on the district court’s failure to transcribe the chambers conference.⁶

Affirmed.

⁶ Because we conclude the district court did not abuse its discretion in denying the Beals’ new trial motion, no remand is necessary, so we need not address the Beals’ request to have the case reassigned to a different district court judge.