This opinion is nonprecedential except as provided by Minn.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
A25-1667

Cody Lee, et al.,
Appellants,

vs.

The Estate of Mark Pasvogel, Jr.,
Respondent,

Mark Elliot Homes,
Respondent,

1 Stop Inc., d/b/a Mark Elliot Homes,
Respondent,

Mike Thomas, et al.,
Respondents,

Nick Reimler,
Respondent,

Malmberg Development Corp. d/b/a RE/MAX Advantage, et al.,
Respondents,

US LBM Operating Co. 3009, LLC, d/b/a Lyman Lumber Co.,
Respondent,

Innovation Painting, Inc.,
Respondent,

Camargo Construction, LLC,
Respondent,

Edgewater Title Group, LLC,
Respondent.

Filed August 3, 2026

Affirmed in part, appeal dismissed in part; motions granted
Harris, Judge

Dakota County District Court
File No. 19HA-CV-24-3392

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

NONPRECEDENTIAL OPINION

HARRIS, Judge

In this class-action dispute, appellants seek review of the district court's December 2024 and August 2025 orders compelling and staying arbitration. Appellants argue that (1) the district court erred in its August 2025 order by granting respondents' Lyman Lumber's and Edgewater Title Group's motions to stay arbitration, and (2) this court may review the district court's December 2024 order under Minnesota Rule of Civil Appellate Procedure 103.04, the inextricably intertwined doctrine, the collateral-order doctrine, and the *Eckblad*[1] analysis. Respondents filed a motion to dismiss the part of this appeal seeking review of the December 2024 order. We conclude that the district court did not err in staying arbitration in its August 2025 order. But because the December 2024 order compelling arbitration is not appealable, we dismiss that part of the appeal. Accordingly, we affirm in part, dismiss in part, and grant respondents' motions to dismiss.

FACTS

Appellants Cody Lee, et al., are homebuyers who each entered into purchase agreements with respondent 1 Stop Inc. d/b/a Mark Elliot Homes (MEH) to build new single-family homes. In August 2024, appellants brought an action against respondents MEH, the Estate of Mark Pasvogel Jr., Mark Elliot Homes LLC, Mike Thomas, Nick Reimler, Malmberg Development Corp d/b/a RE/MAX Advantage Plus, Whitney Meester, Brent Dahl, Eric Malmberg, Nikki Ritter, Anna Dahlby, US LBM Operating Co. 3009 LLC d/b/a Lyman Lumber Co., Lakes Building Components Inc., Innovation Painting Inc., Blackhawk Garage Door LLC, South Suburban Asphalt LLC, Camargo Construction LLC, and Edgewater Title Group LLC, alleging that they conspired to defraud appellants by using false representations to induce homebuyers to enter into contracts to purchase new homes, "failing to perform their obligations under those contracts in a reasonable and timely manner," and using fraudulent and deceptive practices to "shake down and coerce home buyers into paying fabricated price increases."[2]

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[1] *See Eckblad v. Farm Bureau Mut. Ins. Co.*, 371 N.W.2d 78, 80 (Minn. App. 1985).

[2] MEH, the Estate of Mark Pasvogel, Jr., Mark Elliot Homes LLC, Mike Thomas, Camargo Construction LLC, Edgewater Title Group, and Innovation Painting Inc. did not participate

In November 2024, respondents Nick Reimler and Malmberg Development Corp. d/b/a RE/MAX Advantage Plus (RE/MAX)[3] filed motions to stay litigation and compel arbitration. At the motion hearing, appellants argued that Reimler and RE/MAX could not compel arbitration because they were not signatories to the original purchase agreements. Appellants asserted that the arbitration clauses, which are governed by the American Arbitration Association Home Construction Arbitration Rules, stated that the rules "shall only apply to two party cases involving a homeowner and a home builder." RE/MAX argued that the arbitration clause also contemplated adding third parties, "including without limitation any consultant, contractor, subcontractor, supplier, engineer, architect, or design professional wh[ose] work[] or service relates to any matters in the dispute." It asserted that it could compel arbitration as third-party "consultants." Reimler argued that while he was not a signatory to the purchase agreement, he could also compel arbitration because he was acting as an agent or representative of MEH.

In December 2024, the district court granted Reimler's and RE/MAX's motions to stay litigation and compel arbitration. The district court concluded that because the respondents were acting on behalf of MEH in furtherance of the purchase agreements, they were entitled to enforce the arbitration clause, despite not being signatories to the purchase

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in this appeal. Additionally, Lakes Building Components Inc., Blackhawk Garage Door LLC, and South Suburban Asphalt LLC were dismissed from the underlying action.

[3] Appellants also name several real estate agents in the amended class action complaint. The agents are all employed by Malmberg Development Corp. d/b/a RE/MAX Advantage Plus and are represented by the same attorneys in this case. We collectively refer to Malmberg Development Corp. and its agents as RE/MAX.

agreements. Notably, the order erroneously stated that *all* the respondents, apart from Edgewater Title Group, brought a motion to compel arbitration when only Reimler and RE/MAX brought forth motions.

In March 2025, Lyman Lumber, a supplier of lumber and building materials, filed a letter with the district court opposing the arbitration order. Lyman Lumber pointed out that Reimler and RE/MAX were the only respondents who brought motions to compel arbitration, and that it was being forced to participate in arbitration proceedings it never requested. Lyman Lumber argued that it should not be named as a responding party in the arbitration proceedings and requested a corrective order stating that the arbitration order applies only to the appellants, Reimler and RE/MAX. Respondent Edgewater Title Group filed a similar letter, stating that it never filed a motion to compel arbitration.

Both Lyman Lumber and Edgewater Title Group filed separate motions to stay the arbitration proceedings. Appellants filed a responsive memorandum opposing the stay motions, arguing that the stay would force appellants to prosecute their claims involving the same facts in two separate proceedings. In August 2025, the district court issued an order staying arbitration proceedings against Lyman Lumber and Edgewater Title Group. It concluded that it did not need to reach the issue of whether Lyman Lumber and Edgewater Title Group were agents of MEH because its December 2024 order pertained only "to th[e] entities that requested arbitration," and that Lyman Lumber and Edgewater Title Group would not be compelled because they never requested arbitration. Appellants appealed from both the December 2024 and August 2025 orders.

In November 2025, Reimler and RE/MAX filed separate motions with this court, requesting dismissal of the part of appellants' appeal challenging the December 2024 order. Reimler and RE/MAX each argued that the December 2024 order compelling arbitration was not independently appealable. Appellants conceded that the December 2024 order was not independently appealable but argued that review of the December 2024 order was warranted under Minnesota Rule of Civil Appellate Procedure 103.04, which allows this court to review "any order affecting the order from which the appeal is taken." A special-term panel of this court deferred Reimler's and RE/MAX's motions to dismiss, concluding that a merits panel of this court would be in a better position to determine whether the December 2024 order affected the August 2025 order and whether it would be appropriate to review the December 2024 order.

DECISION

This appeal requires us to address two related issues arising from the district court's orders concerning arbitration. We first consider whether the district court erred in its August 2025 order granting Lyman Lumber's and Edgewater Title Group's motions to stay arbitration after concluding that neither party had moved to compel arbitration. We next consider whether appellants' challenges to the district court's December 2024 order compelling arbitration are properly before this court. In doing so, we determine whether any exception permits appellate review of that otherwise nonappealable order.

I. The district court did not err in its August 2025 order granting Lyman Lumber's and Edgewater Title Group's motions to stay arbitration.[4]

We begin with the narrow question of whether the district court erred in determining that Lyman Lumber and Edgewater Title Group were entitled to a stay of arbitration. As an initial matter, most of appellants' arguments attack the December 2024 order. Appellants do not make a specific request to reverse the August 2025 order staying arbitration against Lyman Lumber and Edgewater Title Group.

This court reviews a district court's decision to stay arbitration de novo. *Local No. 1119, Am. Fed'n of State, Cnty. & Mun. Emps., AFL-CIO v. Mesabi Reg'l Med. Ctr.,* 463 N.W.2d 290, 295 (Minn. App. 1990). However, factual questions are reviewed for clear error. *See Seagate Tech., LLC v. W. Digit. Corp.*, 854 N.W.2d. 750, 757 (Minn. 2014). In conducting a clear-error review, "we examine the record to see if there is reasonable evidence in the record to support the [district] court's findings." *Rasmussen v. Two Harbors Fish Co*., 832 N.W.2d 790, 797 (Minn. 2013). A finding of fact is clearly erroneous when it is either "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).

In its August 2025 order, the district court granted Lyman Lumber's and Edgewater Title Group's motions to stay arbitration. The relevant portion of the August 2025 order states:

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[4] The parties agree that the August 2025 order staying arbitration is immediately appealable under Minnesota Statutes section 572B.28(a)(2) (2024).

> The Court's Order filed December 13, 2024, was clearly regarding those Defendants that have requested arbitration in this case. Edgewater and Lyman did not request arbitration. The Court's Order specifically was regarding Defendants' requests to stay the litigation in this matter and compel the parties to refer this matter to arbitration. There was no request by Edgewater and Lyman to compel arbitration, and the terms of the December 13, 2024 Order do not pertain to them. In addition, the Court does not need to even reach the issue of whether Edgewater and/or Lyman could be construed as "agents" of Mark Elliot Homes subject to the contract agreements between Plaintiffs and Mark Elliot Homes because the Court's Order was pertaining only to those entities that requested arbitration. Again, Defendants Edgewater and Lyman never requested arbitration, were not subject to the motion to arbitrate, and the Court will not force them into arbitration.

The district court's August 2025 order is supported by the record. It is undisputed that only Reimler and RE/MAX moved to compel arbitration. Likewise, appellants do not dispute that neither Lyman Lumber nor Edgewater Title Group filed a motion seeking to compel arbitration. Edgewater Title Group expressly stated in its memorandum in response to RE/MAX's motion to compel arbitration and stay the proceedings that it took no position on RE/MAX's motion to compel arbitration.

Appellants contend that the district court improperly altered its legal analysis concerning its agency determination in the August 2025 order. We disagree. In its December 2024 order, the district court determined that Reimler and RE/MAX were agents of MEH and therefore could enforce the arbitration clause. The August 2025 order did not revisit, modify, or reject the district court's earlier agency analysis. Instead, the district court clarified that its December 2024 order "was clearly regarding those Defendants that have requested arbitration in this case" and that "Edgewater and Lyman did not request arbitration." The district court explained that its earlier order addressed only the motions filed by Reimler and RE/MAX to stay the litigation and compel arbitration, and because "there was no request by Edgewater and Lyman to compel arbitration, . . . the terms of the December 13, 2024 Order do not pertain to them." Consistent with that clarification, the district court further explained that it "does not need to even reach the issue of whether Edgewater and/or Lyman could be construed as 'agents'" of MEH because the December 2024 order pertained only to the parties that affirmatively sought arbitration. The district court reiterated that "Edgewater and Lyman never requested arbitration, were not subject to the motion to arbitrate, and the Court will not force them into arbitration." The August 2025 order did not alter the district court's prior legal analysis. It merely clarified that the agency issue was immaterial as to parties that never sought to compel arbitration in the first instance.

Accordingly, the record supports the district court's determination that the December 2024 order applied only to those defendants that affirmatively sought to compel arbitration. Because Lyman Lumber and Edgewater Title Group never moved to compel arbitration, the district court properly concluded that they were not subject to that order and could not be compelled to arbitrate based on a motion they never filed. Appellants have not demonstrated that those findings are manifestly contrary to the weight of the evidence. We therefore conclude that the district court did not clearly err in granting Lyman Lumber's and Edgewater Title Group's motions to stay arbitration.

II. The December 2024 order is not within the scope of our review.

Appellants concede that the December 2024 order compelling arbitration is not independently appealable. *See City of Rochester v. Kottschade*, 896 N.W.2d 541, 546 (Minn. 2017) (stating that "we have declined to review orders that compel arbitration"). Rather, appellants argue that the order is within the scope of this court's review under four exceptions: (1) Minnesota Rule of Civil Appellate Procedure 103.04; (2) the inextricably intertwined doctrine; (3) the collateral-order doctrine; and (4) the *Eckblad* analysis. We address each argument in turn.

A. Rule 103.04

Appellants first argue that the December 2024 order is within the scope of our review[5] under Minnesota Rule of Civil Appellate Procedure 103.04.

Rule 103.04 provides: "On appeal from or review of an order the appellate courts may review any order affecting the order from which the appeal is taken." Rule 103.04 also allows this court to "review any other matter as the interest of justice may require." *See Doe 175 ex rel. Doe 175 v. Columbia Heights Sch. Dist., ISD No. 13*, 842 N.W.2d 38, 46 (Minn. App. 2014) (stating that "if appellate review already is established, the interest-

[5] In their principal brief, appellants argue that the December 2024 order is "appealable" under Minnesota Rule of Civil Appellate Procedure 103.04. Appellants conflate "appealability" and "reviewability." Appealability and reviewability are two distinct concepts under the Minnesota Rules of Civil Appellate Procedure. Rule 103.03 provides that "[a]n appeal may be taken to the Court of Appeals" from certain appealable judgments and orders. In contrast, Minnesota Rule of Civil Appellate Procedure 103.04 governs which decisions can be reviewed by an appellate court upon bringing a proper appeal.

of-justice provision of rule 103.04 may expand the scope of appellate review to additional issues”).

Appellants contend that the December 2024 order affects the August 2025 order because “[t]he December 2024 order conclusively determined the question of agency for all Defendants.” Appellants assert that review of the district court’s agency determination is necessary to establish whether the district court correctly stayed arbitration as it relates to Lyman Lumber and Edgewater Title Group. We disagree.

Prior to the December 2024 order, Reimler and RE/MAX brought separate motions to stay litigation and compel arbitration. Following a motion hearing, the district court considered whether Reimler and RE/MAX, non-signatories to the purchase agreements, had a right to compel arbitration. The district court granted the motions in its December 2024 order. But the court erroneously stated that *all* respondents moved to compel arbitration, when only Reimler and RE/MAX filed motions. It concluded that “under principles of agency and related doctrines, because the remaining Defendants were allegedly acting on behalf of MEH in furtherance of the Purchase Agreements, the remaining Defendants are entitled to enforce the arbitration clauses.” The district court later clarified in its August 2025 order that the December 2024 order “pertain[ed] only to those entities that requested arbitration”—Reimler and RE/MAX. It further noted that the December 2024 order was not binding on Lyman Lumber and Edgewater Title Group because they never requested that the district court compel arbitration.

It is clear from the district court’s August 2025 order that the only parties bound by the district court’s agency determinations were the entities that requested arbitration.

Lyman Lumber and Edgewater Title Group did not request that the district court compel arbitration. Therefore, Lyman Lumber and Edgewater Title Group were never "bound" as agents of MEH.

Accordingly, because the December 2024 order does not "affect[] the order from which the appeal is taken," the December 2024 order is not within the scope of our review under Minnesota Rule of Civil Appellate Procedure 103.04.

B. Inextricably Intertwined Doctrine

Appellants next argue that the December 2024 order presents issues that are inextricably intertwined with the August 2025 order, which is properly before us on appeal.

Because the Minnesota Supreme Court has previously applied federal caselaw to interpret the Minnesota Rules of Civil Appellate Procedure, we rely on that body of caselaw to decide the issue before us. *Aon Corp. v. Haskins*, 817 N.W.2d 737, 741 (Minn. App. 2012). The United States Supreme Court has held that appellate courts should not accept review of additional issues "unless the additional issues are 'inextricably intertwined' with the issues properly raised" on appeal. *Id.* (quoting *Swint v. Chambers Cnty Comm'n*, 514 U.S. 35, 51 (1995)). An issue is "inextricably intertwined" with an issue properly raised on appeal "when the appellate resolution of the collateral appeal necessarily resolves the pendent claim as well, and only if the pendent claim is coterminous with, or subsumed in, the claim before the court on interlocutory appeal." *Id.* at 741-42 (quotations omitted).

Appellants contend that the December 2024 order is inextricably intertwined with the August 2025 order because it conclusively established an agency relationship among all respondents, including Lyman Lumber and Edgewater Title Group. Respondents argue that the orders are not inextricably intertwined because the August 2025 order did not address the courts prior agency determination and does not resolve the issues raised during the December 2024 order. We agree with respondents.

The issue raised in the December 2024 order was whether Reimler and RE/MAX could compel arbitration as non-signatories to the purchase agreements between appellants and MEH. The district court granted Reimler and RE/MAX's motions to stay litigation and compel arbitration on the ground that Reimler and RE/MAX "allegedly act[ed] on behalf of MEH in furtherance of the Purchase Agreements." The issue raised in the August 2025 order was whether Lyman Lumber and Edgewater Title Group may be forced into arbitration when they never requested that the district court compel arbitration. The issue presented by Lyman Lumber and Edgewater Title Group does not necessarily involve the issues presented by Reimler and RE/MAX in the December 2024 order. Nor is the December 2024 "coterminous with, or subsumed in" the issues raised in the August 2025 order. *Id.* at 742. Thus, the December 2024 and August 2025 orders are not inextricably intertwined.

C. Collateral-Order Doctrine

Appellants argue that the December 2024 order is reviewable under the collateral-order doctrine. Respondents argue that the collateral-order doctrine does not apply because an order compelling arbitration is reviewable when an appeal can be taken from the final judgment entered on the arbitration award.

The Minnesota Supreme Court previously adopted the collateral-order doctrine "as a clear analytical framework to assess the immediate appealability of an order or judgment not specifically identified in the Rules of Civil Appellate Procedure." *Kastner v. Star Trails Ass'n*, 646 N.W.2d 235, 240 (Minn. 2002). "For the collateral order doctrine to apply, the order at issue must (1) conclusively determine the disputed question, (2) resolve an important issue completely separate from the merits of the action, and (3) be effectively unreviewable on appeal from a final judgment." *Id*. The parties only contest the third element—whether an order compelling arbitration is reviewable on appeal from a final judgment.

"Under the third requirement, we must determine whether the right asserted is 'adequately vindicable' or 'effectively reviewable' after final judgment." *McCullough & Sons, Inc. v. City of Vadnais Heights*, 883 N.W.2d 580, 587 (Minn. 2016). "The focus is on the substance of the rights entailed, rather than the advantage to a litigant in winning his or her claim sooner." *Id.* (quotation omitted). "An order compelling arbitration is not appealable because it is not a final order." *Eckblad*, 371 N.W.2d 80. But "appellate review of the district court's arbitrability determination is available once final judgment is entered on an order." *Kottschade*, 896 N.W.2d at 548 n.4; *see also* Minn. Stat. § 572B.28(a)(3), (6) (2024) (stating that an appeal may be taken from "an order confirming or denying confirmation of an award," or "a final judgment").

Appellants assert that "the December 2024 order is '*effectively* unreviewable' on appeal from a final judgment because it evades an effective remedy." Specifically, appellants argue that "[i]f arbitration were to proceed without two necessary parties, review of the final award and judgment would be ineffective because the review "could not remedy the systemic fragmentation" and would produce inconsistent results. We are not convinced.

Although the district court's December 2024 order compelling arbitration is not immediately appealable, appellate review would be available upon a final judgment. And while appellants would certainly benefit by litigating its claims in one proceeding, the third element does not hinge on "the advantage to a litigant in winning his or her claim sooner." *McCullough*, 883 N.W.2d at 587. Because the December 2024 order is reviewable on appeal from a final judgment, appellants have not satisfied the third element.

Therefore, this court may not expand its scope of review of the December 2024 order under the collateral-order doctrine.

D. The *Eckblad* Analysis

Appellants lastly argue that the December 2024 order is appealable under the *Eckblad* analysis.

In *Eckblad*, the appellant sought to compel arbitration against two uninsured motorist insurers. 371 N.W.2d at 79. While the motion to compel arbitration was pending, one of the insurers filed an answer, asking the district court to interpret the insurance policies. *Id.* at 80. We reasoned that because the insurer "went beyond the question of coverage and asked the [district] court to interpret the policies," the district court and the parties treated the matter as a declaratory judgment action instead of an action to compel arbitration. *Id.* We further concluded that "because this action determined the parties' rights and liabilities under the insurance policies, it is a final judgment from which this appeal is properly taken." *Id.*

Appellants argue that, under *Eckblad*, an order compelling arbitration "becomes appealable when it goes beyond the question of arbitrability and determines the parties' rights." Under this interpretation, appellants argue that the district court went beyond the question of whether valid arbitration agreements existed between appellants and MEH by making agency determinations on behalf of all the respondents. Appellants assert that "this transformed the proceeding from a non-appealable arbitration matter into substantive determinations of contractual rights." We conclude that appellants' reliance on *Eckblad* is misplaced.

Eckblad is distinguishable. Unlike the case before us, the court in *Eckblad* did not issue an order compelling arbitration. Eckblad filed a motion to compel arbitration, which was pending. *Id.* While Eckblad initially sought to compel arbitration, the district court and the parties ended up treating the matter as a declaratory judgment action after the insurer asked the district court to clarify the parties' rights and liabilities under the insurance policies. *Id.* Here, in the December 2024 order, the district court granted Reimler's and RE/MAX's motions to stay litigation and compel arbitration. There is no evidence in the record indicating that the district court treated the matter as anything other than a motion to compel. And orders compelling arbitration are not independently appealable. *Fedie v. Mid-Century Ins. Co.*, 631 N.W.2d 815, 818 (Minn. App. 2001) ("No statute or case law makes an order to compel arbitration appealable."), *rev. denied* (Minn. Oct. 16, 2001).

The appropriate result when an appellant files a notice of appeal from an unappealable order is dismissal of the appeal. *Aon Corp*, 817 N.W.2d at 742 (dismissing an appeal from an unappealable order).

In sum, appellants have not established a basis for appellate review of the district court's December 2024 order compelling arbitration. The order does not fall within the scope of review authorized by rule 103.04, is not inextricably intertwined with the August 2025 order, does not satisfy the collateral-order doctrine, and is not appealable under *Eckblad*. Because the December 2024 order remains an unappealable order compelling arbitration, and appellants have not demonstrated grounds for us to review the order, their challenges to that order are outside the scope of our review in this appeal. Accordingly, we dismiss the part of this appeal challenging the district court's December 2024 order compelling arbitration.

Affirmed in part, appeal dismissed in part; motions granted.