This opinion is nonprecedential except as provided by Minn.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
A25-2050

Jeffrey H Landon, et al.,
Appellants,

vs.

JBS Holdings, LLC a/k/a JBS Holding LLC,
Respondent.

Filed July 27, 2026
Affirmed
Reilly, Judge*

Crow Wing County District Court
File No. 18-CV-23-3149

Stephen A. Ling, Luke J. Wolf, Spencer Fane, LLP, Minneapolis, Minnesota (for appellants Jeffrey and Sandra Landon)

Yury Suponitsky, ATD Law Firm, PLLC, Plymouth, Minnesota (for respondent)

Considered and decided by Reyes, Presiding Judge; Bratvold, Judge; and Reilly, Judge.

NONPRECEDENTIAL OPINION

REILLY, Judge

Appellants challenge the district court's order dismissing their quiet-title action against respondent, arguing that the district court erred in finding that appellants released

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

all claims arising from a foreclosure. They also assert that the foreclosure sale did not comply with Minnesota law. Because the district court did not err in determining that appellants released their claims against respondent, we affirm.

FACTS

This case arises from the foreclosure of real property located in Nisswa. Appellants Jeffrey Landon and Sandra Landon executed a mortgage on the property in favor of The Money Man, LLC.[1] The Landons later defaulted on the mortgage. Money Man commenced a mortgage foreclosure sale by advertisement. The published notice of foreclosure stated that the sale was scheduled for January 26, 2023.

On February 4, 2023, Money Man published a notice of postponement, continuing the foreclosure sale until March 7, 2023, at 10:00 a.m. The notice of mortgage foreclosure sale and the help for homeowners in foreclosure notice listed the amount due on the mortgage as $258,365.

The affidavit of service showed that the notice of foreclosure was served on the Landons' attorney on February 6, 2023. The Landons were not personally served with the notice, and Sandra stated that she did not authorize service to be made on her attorney.

On or about March 6, 2023—the day before the foreclosure sale—the Landons requested a reinstatement amount from Money Man's attorney. Money Man replied that the amount needed to reinstate the mortgage was $16,815.14. That same day, around 4:27 p.m., the Landons sent the funds to Money Man via wire transfer.

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

On the morning of March 7, 2023—the day of the foreclosure sale—the Landons' attorney emailed Money Man's attorney stating that the mortgage was reinstated via the wire transfer and asking for confirmation that the foreclosure sale would not procced as scheduled. The Landons did not receive written confirmation that the mortgage had been reinstated or that the sale would be stopped. Sandra called the sheriff's office that morning, but it could not verify whether the money had been received. The sale went forward as scheduled.

Respondent JBS Holdings, LLC a/k/a JBS Holding LLC attended the sale and purchased the property. The sheriff's certificate of sale stated that the sale took place on March 7, 2022, but is dated March 7, 2023 elsewhere in the document. The certificate of sale included notice that the redemption period was six months and would expire on September 7, 2023. During the six months following the sale, the Landons did not attempt to pay JBS Holdings, nor did they attempt to redeem the property.

Sandra had additional dealings with Money Man related to a lease agreement for a commercial property located in Minnetonka. The lease agreement was entered into in March 2022 and was signed by Sandra personally and as the sole member of Summit Development LLC.[2]

On March 20, 2023, Sandra, individually and on behalf of Summit Development, executed an amendment to the lease agreement. The tenants of the commercial property, which included Sandra, were behind on payments and owed about $20,475. Jeffrey was

[2] Sandra is also the sole member of Capital Builders, LLC, a building and construction company.

not a party to the lease agreement, nor was he a named party in the amendment. But Jeffrey signed sections 2 and 3 of the amendment.

Section 2 of the amendment acknowledges that the Landons made a payment to Money Man for $16,851.14 on March 6, 2023, and stated that the funds would be applied to the outstanding amount owed on the leased property.

Section 3 of the amendment included a mutual release of claims, which stated the following:

> Mutual Release of Claims. Upon complete execution of this Agreement, the Parties, Capital Builders, LLC, and Jeffrey Landon, each hereby absolutely and unconditionally release, acquit, and forever discharge each other as well as their current and former affiliates, subsidiaries, predecessors, successors, assigns, directors, officers, shareholders, employees, attorneys, agents, members, insurers, other representatives, and/or heirs, of and from any and all claims, disputes, demands, actions, suits, contracts, debts, agreements, damages (including attorneys' fees) judgments, executions, costs, expenses and other liabilities whatsoever, whether liquidated or unliquidated, absolute or contingent, that were or could have been asserted against each other through the date of this Amendment including, but not limited to, any and all claims arising under statute, tort, contract and/or quasi-contract law, including but not limited to claims of breach of an expressed or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, negligent or intentional infliction of emotional distress, any and all claims for monetary or equitable relief, and any and all claims asserted or that could have been asserted in any lawsuit or on appeal. The purpose of this clause is to release all claims to the fullest extent possible under the law. Capital Builders, LLC and Jeffrey Landon, by executing this Amendment, acknowledge and agree that they have received

> good and valuable consideration in connection with this Amendment and stand to benefit from the same.

JBS Holdings was not a party to the amendment nor was any reference made to JBS Holdings in it.

The Landons brought a wrongful foreclosure and quiet-title action against JBS Holdings in district court, arguing that defects in the foreclosure sale rendered the sheriff's certificate of sale void.

Following a court trial, the district court found that the Landons executed a broad release of all claims existing as of March 20, 2023, including claims arising out of the foreclosure proceeding, against Money Man. The district court further found that, by entering into the amendment, the Landons were "barred from attacking defects in the foreclosure sale against a third-party purchaser [JBS Holdings] who was known at the time that the release of claims was signed." Based on these findings, the district court dismissed the Landons' claims with prejudice.

The Landons appeal.

DECISION

In this appeal, the Landons argue that the district court erred because (1) the release signed with Money Man does not extend to JBS Holdings and (2) the foreclosure sale did not comply with Minnesota law. As a result, the Landons contend that the foreclosure sale is void and the conveyance to JBS Holdings is invalid.

"On appeal from judgment following a court trial, this court reviews whether the district court's findings were clearly erroneous and whether the district court erred as a matter of law." *In re Distrib. of Att'y's Fees between Stowman L. Firm, P.A. & Lori Peterson L. Firm*, 855 N.W.2d 760, 761 (Minn. App. 2014), *aff'd*, 870 N.W.2d 755 (Minn. 2015). A finding is clearly erroneous if it is "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). "We review issues of law de novo." *Stowman L. Firm*, 855 N.W.2d at 761.

I. The district court did not err in determining that the release the Landons signed with Money Man also released claims against JBS Holdings.

The Landons argue that the lease amendment is unambiguous and applies only to claims between themselves and Money Man. The Landons further assert that the only evidence presented at trial establishes that the parties did not intend to release JBH Holdings as part of the lease amendment. We disagree.

"The primary goal of contract interpretation is to determine and enforce the intent of the parties." *Motorsports Racing Plus, Inc. v. Arctic Cat Sales, Inc.*, 666 N.W.2d 320, 323 (Minn. 2003). When "there is a written instrument, the intent of the parties is determined from the plain language of the instrument itself." *Travertine Corp. v. Lexington-Silverwood*, 683 N.W.2d 267, 271 (Minn. 2004). "When the language is clear and unambiguous, [appellate courts] enforce the agreement of the parties as expressed in the language of the contract" and "do not rewrite, modify, or limit its effect by a strained construction." *Storms, Inc. v. Mathy Const. Co.*, 883 N.W.2d 772, 776 (Minn. 2016) (quotations omitted). A court interprets a release in the same manner it interprets any other contract. *Curtis v. Altria Grp., Inc.*, 813 N.W.2d 891, 901 (Minn. 2012).

"Interpretation of unambiguous contracts is a question of law for the court, as is the determination that a contract is ambiguous." *Staffing Specifix, Inc. v. TempWorks Mgmt. Servs., Inc.*, 913 N.W.2d 687, 692 (Minn. 2018). "The terms of a contract are ambiguous if they are susceptible to more than one reasonable interpretation." *Id.* "A contract's terms are not ambiguous simply because the parties' interpretations differ." *Id.* "If the district court determines that a contract is ambiguous, it may admit parol, or extrinsic, evidence of the parties' intent." *Id.*

The release provides that:

> [T]he Parties, Capital Builders, LLC, and Jeffrey Landon, each hereby absolutely and unconditionally release, acquit, and forever discharge each other . . . from any and all claims, disputes, demands, actions, suits, contracts, debts, agreements, damages (including attorneys' fees) judgments, executions, costs, expenses and other liabilities whatsoever . . . that were or could have been asserted against each other through the date of this Amendment including, but not limited to . . . any and all claims asserted or that could have been asserted in any lawsuit or on appeal. The purpose of this clause is to release all claims to the fullest extent possible under the law.

The Landons focus on the phrase "against each other," which they argue demonstrates that they "only released claims against the other signatories to the agreement"—Money Man. In contrast, JBS Holdings focuses on the phrase "any and all claims asserted or that could have been asserted in any lawsuit or on appeal," which it argues is a comprehensive release that encompasses a quiet-title action challenging the foreclosure process. We agree with JBS Holdings.

Under Minnesota law, there is not "prescribed specific language that is required to create a valid release of claims." *Curtis*, 813 N.W.2d at 901-02. Rather, courts "examine the language of a release on a case-by-case basis to assess its validity and effect." *Id.* at 902. A release may encompass claims against nonparties to the release if the release manifests an intent to do so and the claimant receives full compensation for the injury. *Dykes v. Sukup Mfg. Co.*, 781 N.W.2d 578, 582 (Minn. 2010).

In *Curtis*, consumers brought a class action lawsuit against Philip Morris alleging that its cigarette marketing violated Minnesota's consumer-protection statutes. 813 N.W.2d at 895. The supreme court held that these claims had been released by a prior settlement agreement reached between Phillip Morris and the Minnesota Attorney General related to "very similar" consumer-protection violations. *Id.* at 902-03. The supreme court observed that the release language was "broad and comprehensive," and concluded that it released all claims that the State of Minnesota made, or could have made, in the state lawsuit. *Id.* at 902. The supreme court further concluded that, because the claims asserted in *Curtis* alleged violation of the same consumer-protection statutes arising from the same misrepresentations, the claims were released as part of the settlement agreement. *Id.* at 903.[3]

[3] The consumers also argued that, because they were not parties to the settlement agreement, it was therefore not binding on them. *Id.* at 904. But the supreme court determined that the language of the agreement released any and all claims of the state "whether directly, indirectly, representatively, derivatively or in any other capacity," against Philip Morris, and that the terms "representatively" and "derivatively" encompassed the consumers right as private litigants to bring the consumer-protection claims against Philip Morris. *Id.*

Similarly, here, although the Landons' action is brought against JBS Holdings, their quiet-title claim is based on facts and similar claims that could have been brought in a lawsuit against Money Man prior to executing the lease amendment. The outcome of the Landons' quiet-title claim, if they prevailed, would void the foreclosure sale and invalidate the sheriff's certificate of sale conveyed to JBS Holdings. The Landons' requested relief would essentially restore a mortgagor/mortgagee relationship between the Landons and Money Man. This conflicts with the release, which stated that the Landons' March 6 payment would not be applied to the foreclosure proceedings and instead would go toward the outstanding balance on the leased property. The release unambiguously precluded the Landons from bringing "any and all claims asserted or that could have been asserted in any lawsuit or on appeal."

In sum, because the defects alleged by the Landons occurred before March 20, 2023, and because similar claims could have been asserted in a lawsuit against Money Man, the release unambiguously prohibits the Landons from attempting to void the foreclosure sale through a quiet-title action against JBS. Because the language is unambiguous, we need not address the Landon's arguments regarding the parties' intent.

II. We need not reach the issue of whether the foreclosure proceeding strictly complied with Minnesota law.

The Landons argue that we should remand to the district court with instructions to enter judgment in their favor because the foreclosure proceeding did not strictly comply with Minnesota law. Because we conclude that the release unambiguously prohibits the

Landons from attempting to void the foreclosure sale through a quiet-title action against JBS, we need not reach this issue.

Affirmed.