

*This opinion is nonprecedential except as provided by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
A25-2199**

Subash Thomas,
Appellant,

vs.

Tim Guimond,
Respondent,

Tim's Landscaping Inc.,
Defendant.

**Filed September 8, 2026
Affirmed
Cochran, Judge**

Scott County District Court
File No. 70-CV-25-10548

Subash Thomas, Shakopee, Minnesota (pro se appellant)

Tim Guimond, Shakopee, Minnesota (pro se respondent)

Considered and decided by Ross, Presiding Judge; Cochran, Judge; and Florey,
Judge.*

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

NONPRECEDENTIAL OPINION

COCHRAN, Judge

Appellant challenges the district court’s dismissal of his complaint for failure to state a claim, arguing the district court erred both procedurally and substantively. We affirm.

FACTS

The following facts are derived from appellant Subash Thomas’s complaint, which was first filed and addressed in conciliation court, as well as from the procedural record before the district court.¹ In the complaint, Thomas named two defendants—respondent Tim Guimond and defendant Tim’s Landscaping Inc.—but the allegations in the complaint refer to only a singular “Defendant.” The complaint is very short, consisting of a single paragraph. The complaint alleges that “Defendant agreed to complete a retaining wall project at [Thomas’s] cabin.” The complaint further alleges that Thomas paid a \$7,500 deposit and that Defendant never conducted the requested work. The complaint also

¹ Thomas filed three pleadings: first, a statement of claim filed in conciliation court on February 19, 2025; second, an amended statement of claim filed in conciliation court on February 28, 2025; and third, an amended complaint filed in district court on October 29, 2025. Because Thomas filed his amended complaint in district court more than 30 days after removal to district court and the district court never granted Thomas leave to file the amended complaint, that pleading has no legal effect. *See* Minn. R. Gen. Prac. 522 (noting that “[t]he pleadings in conciliation court constitute the pleadings in district court” and allowing a party to “amend its statement of claim” but only with leave of court if done more than 30 days after removal to district court). Consequently, Thomas’s amended statement of claim filed in conciliation court became the operative complaint in district court and our references to the “complaint” in this opinion refer that document. *See id.* (stating that “[t]he pleadings in conciliation court constitute the pleadings in district court”).

alleges that Thomas “formally requested a refund” but Defendant “failed to return the deposit,” and concludes by “request[ing] that the court order Defendant to repay the \$7,500 deposit plus applicable fees and costs.” Thomas did not file any attachments or addenda with his complaint. The conciliation court entered judgment in favor of Thomas in an amount of \$7,500.

Following a request for removal to district court signed by Guimond, the district court vacated the conciliation court judgment. The district court then issued a scheduling order. In the order, the district court questioned whether Guimond was licensed to practice law in the State of Minnesota and, relatedly, whether “he could file paperwork on behalf of Tim’s Landscaping, Inc.” The order set a motion hearing on August 21, 2025, to address the question. The same order also set a trial date and included a number of related deadlines including a deadline for filing proposed trial exhibits in the Minnesota Digital Exhibit System (MNDES).

At the August 21 motion hearing relating to legal representation of Tim’s Landscaping Inc., the district court asked Guimond whether he was licensed to practice law in Minnesota. Guimond clarified that he was not licensed. The district court then explained that a corporation is required to be represented by a licensed attorney in Minnesota district court. The district court ordered Tim’s Landscaping Inc. to “cure any procedural defect caused by a non-licensed attorney submitting pleadings on behalf of a corporation no later than September 2, 2025.” Tim’s Landscaping Inc. was also required to address any jurisdictional bar to any untimely removal on behalf of the corporation.

Tim's Landscaping Inc. did not file any documents in response to the court's order or a notice of representation.

Consequently, the district court issued an order concluding that removal of the case to district court was improper for defendant Tim's Landscaping Inc. because the notice of removal was filed by a nonattorney. The order also reinstated the conciliation-court judgment as it relates to Tim's Landscaping Inc. and dismissed with prejudice all claims against Tim's Landscaping Inc. in the district court case.² The order further provided that the district court would hold a motion hearing on the final outstanding issue: "whether Mr. Guimond may be held personally liable for the corporate debt."

Following this order, Guimond filed a motion to dismiss. Guimond argued the complaint did not state a legal claim against him individually and that he had "no personal liability." He maintained that he was "improperly included in this lawsuit because the claims are solely against the business."

At the motion hearing, the district court noted that the court received Guimond's motion, but it did not "see any response" from Thomas. Thomas stated that he uploaded his responsive "filing as evidence" in MNDES. The district court then explained that, because Thomas was responding to a motion, Thomas was required to file his "documents" in the Minnesota Court Information System (MNCIS), not MNDES. The district court further explained that MNDES "is only available and used for purposes of trials." The district court acknowledged that the court's electronic filing systems "can be confusing"

² Neither party appeals the decision to reinstate the conciliation court order against Tim's Landscaping Inc.

but told Thomas that he was required to follow court filing rules. The district court continued the matter to give Thomas two additional days to file any responsive documents in MNCIS. The district court also explained to Thomas that the Minnesota Judicial Branch has a self-help center that is available online and emphasized that the court would be deciding the case based on only properly filed documents.

Thomas then filed a responsive motion in MNCIS within the prescribed time, asking the district court to dismiss Guimond's motion. The responsive motion argued that Guimond "acted in his personal capacity and is individually liable for breach of contract." In an attached affidavit, Thomas referenced certain exhibits. But Thomas did not file the exhibits in MNCIS as ordered by the district court.

In a written order that followed, the district court granted Guimond's motion to dismiss. The district court explained that "[a]t issue is whether Mr. Guimond may be held personally liable for the corporate debt." In analyzing the issue, the district court noted that "Thomas cites to certain exhibits (i.e., personal check and contractor license); however, these exhibits are not located in the court file." The district court went on to discuss the law applicable to piercing the corporate veil and concluded that "Thomas did not offer sufficient evidence [with the responsive motion] to support that Tim's Landscaping Inc. acted as an alter ego of Mr. Guimond." In reaching its decision, the court reiterated that it declined "to review exhibits uploaded to MNDES in support of the claims," and further noted that "[e]ven if checks were written to Mr. Guimond personally [as alleged by Thomas], this fact alone is insufficient to support a claim to pierce the corporate veil."

Thomas appeals.³

DECISION

In this appeal challenging the dismissal of a complaint for failure to state a claim, this court reviews de novo whether the complaint sets forth a legally sufficient basis for relief. *Walsh v. U.S. Bank, N.A.*, 851 N.W.2d 598, 606 (Minn. 2014); *see also* Minn. R. Civ. P. 12.02(e) (providing that a party may bring a motion to dismiss for failure to state a claim). We accept the facts alleged in the complaint as true and construe all reasonable inferences in favor of the nonmoving party. *Walsh*, 851 N.W.2d at 606. But this court is “not bound by legal conclusions stated in a complaint.” *Herbert v. City of Fifty Lakes*, 744 N.W.2d 226, 235 (Minn. 2008).

Thomas raises two arguments in support of reversal: (1) the district court erred by failing to consider exhibits that he filed in MNDES, but not MNCIS, in deciding the motion to dismiss and (2) the district court “committed substantive error” by granting Guimond’s motion to dismiss. We consider each argument in turn.

I. The district court did not err by granting respondent’s motion to dismiss without considering Thomas’s exhibits.

Thomas first argues that the district court erred by granting Guimond’s motion to dismiss without considering the exhibits that he filed in MNDES but not MNCIS. We are not persuaded.

³ Guimond did not file a brief, and this court ordered this matter to proceed pursuant to Minnesota Rule of Civil Appellate Procedure 142.03.

As an initial matter, we acknowledge that Thomas is self-represented and may not have been familiar with the district court's electronic filing systems. Nonetheless, self-represented litigants "are generally held to the same standards as attorneys and must comply with court rules." *Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001). This includes proper filing of exhibits with the district court. *Black v. Rimmer*, 700 N.W.2d 521, 527 (Minn. App. 2005) (affirming entry of default judgment against self-represented defendant who failed to comply with a court order requiring the filing of informational statements), *rev. dismissed* (Minn. Sept. 28, 2005).

Here, the record supports the district court's determination that Thomas failed to comply with the filing requirements. The record reflects that the district court specifically ordered Thomas to file his responsive motion documents, including any exhibits, in MNCIS after he mistakenly filed those documents in MNDES. *See also* Minn. R. Civ. P. 5.04(b) (instructing a party that documents that are "required to be served upon a party" must be filed with the court "within a reasonable time after service"); Minn. R. Gen. Prac. 14.01(b)(5)(i) (providing that "[o]nce a self-represented litigant has . . . been ordered to use the E-Filing System for filing and service," the litigant "must thereafter electronically file and serve all documents in that case," unless otherwise required or authorized by the rules or the court). Additionally, the district court gave Thomas extra time to make such a filing in MNCIS and continued the hearing on Guimond's motion to dismiss to allow Thomas to do so.

On appeal, Thomas argues that he did not fully understand the filing requirements because the district court's prior scheduling order permitted trial exhibits to be filed in

MNDES. This argument is unpersuasive. As noted, at the motion hearing, the district court expressly required Thomas to file any documents related to the pending motion to dismiss, including exhibits, in MNCIS after he had mistakenly filed them in MNDES. And the district court gave him additional time to do so. Thomas failed to comply with this clear filing requirement. Furthermore, Thomas does not point to any authority to support his contention that the district court erred by requiring him to file his responsive motion and related exhibits in MNCIS or that the district court erred by declining to consider these improperly filed exhibits. We therefore conclude that Thomas has failed to demonstrate error regarding the district court’s treatment of the exhibits.

II. The district court did not err in dismissing Thomas’s complaint.

Thomas next argues that “the district court committed substantive error by dismissing” the complaint because he raised a “personal liability claim” against Guimond.⁴ Again, we are not persuaded.

“Minnesota is a notice-pleading state.” *Halva v. Minnesota State Colls. and Univs.*, 953 N.W.2d 496, 500 (Minn. 2021). To survive a motion to dismiss under rule 12.02(e), a complaint must include “a short and plain statement . . . showing that the pleader is

⁴ Thomas also argues that there are “genuine issues of material fact” regarding Guimond’s personal liability. We decline to address this argument because questions of material fact relate to the standard for summary judgment under rule 56, not a motion to dismiss under rule 12.02(e). *Compare* Minn. R. Civ. P. 56.01 (requiring an absence of genuine issues of material fact), *with* Minn. R. Civ. P. 12.02(e) (requiring a “failure to state a claim upon which relief can be granted”). Here, the district court decided a rule 12.02(e) motion, not a motion for summary judgment, and did not convert the rule 12.02 motion to a motion for summary judgment. *See* Minn. R. Civ. P. 12.02 (explaining that if the district court considers matters outside of the initial pleading, then the motion converts to a summary judgment).

entitled to relief.” Minn. R. Civ. P. 8.01. “[A] pleading will be dismissed only if it appears to a certainty that no facts, which could be introduced consistent with the pleading, exist which would support granting the relief demanded.” *Bahr v. Capella Univ.*, 788 N.W.2d 76, 80 (Minn. 2010); *see also* Minn. R. Civ. P. 12.02(e). We review the district court’s dismissal of Thomas’s complaint de novo. *Bahr*, 788 N.W.2d at 80.

In the complaint, Thomas named both Guimond and Tim’s Landscaping Inc. as defendants but brought a single claim. Thomas alleged that “Defendant agreed to complete a retaining wall project” for which Thomas “paid a \$7,500 deposit.” Thomas further alleged that “Defendant failed to perform any work” and refused to return the deposit after Thomas requested it. We construe the allegations in the complaint as raising a breach-of-contract claim for failure to perform the retaining wall project. *See Lyon Fin. Servs., Inc. v. Illinois Paper & Copier Co.*, 848 N.W.2d 539, 543 (Minn. 2014) (defining a breach of contract as “a failure, without legal excuse, to perform any promise that forms the whole or part of the contract”).

Because the district court dismissed Tim’s Landscaping Inc. as a defendant in the district court prior to Guimond filing the motion to dismiss, the question raised by Thomas’s motion to dismiss is whether the complaint alleges a legally sufficient claim against Guimond personally. *See Barton v. Moore*, 558 N.W.2d 746, 749 (Minn. 1997) (“When reviewing cases dismissed for failure to state a claim on which relief can be granted, the only question . . . is whether the complaint sets forth a legally sufficient claim for relief.”). Even viewing the facts alleged in the complaint in the light most favorable to Thomas, the complaint does not allege that Guimond individually entered into a contract

with Thomas. Consequently, we focus our de novo review on whether the complaint adequately pleaded sufficient facts to hold Guimond personally liable for the corporation's alleged breach of contract. In other words, our review is limited to whether the complaint alleged sufficient facts to support a legally sufficient claim for piercing the corporate veil and holding Guimond responsible for Tim's Landscaping Inc.'s liability under the contract.

"A court may pierce the corporate veil to hold a party liable for the acts of a corporate entity if the entity is used for a fraudulent purpose or the party is the alter ego of the entity." *Equity Tr. Co. Custodian ex rel. Eisenmenger IRA v. Cole*, 766 N.W.2d 334, 339 (Minn. App. 2009). Minnesota courts use a two-prong test established in *Victoria Elevator* to determine whether a party is the alter ego of a corporation. *Id.*; *see also Victoria Elevator Co. v. Meriden Grain Co.*, 283 N.W.2d 509, 512 (Minn. 1979). Under the first prong, we consider "the reality[,] and not form, with how the corporation operated and the individual defendant's relationship to that operation." *Equity Tr. Co. Custodian ex rel. Eisenmenger IRA*, 766 N.W.2d at 339 (quotation omitted). "The second prong of the test requires a showing that piercing of the corporate veil is necessary to avoid injustice or fundamental unfairness." *Id.* at 340. Additionally, "the *Victoria Elevator* test must be considered in the context of pleading requirements in Minnesota." *Barton*, 558 N.W.2d at 749. Under Minnesota's notice-pleading standard, "absolute specificity" in pleading is not required. *Halva*, 953 N.W.2d at 500 (quotation omitted). Rather, a pleading is satisfactory if it provides "information sufficient to fairly notify the opposing party of the claim against it." *Id.* (quotation omitted). And, while a complaint need not "specifically name . . . an

alter ego theory” of liability, it must allege sufficient facts to provide the defendant with “notice of such a theory.” *Barton*, 558 N.W.2d at 749-50.

Thomas’s complaint falls short of this legal standard. While Thomas’s complaint names Guimond and Tim’s Landscaping Inc. separately, the complaint only alleges that “Defendant failed to perform any work” after accepting a \$7,500 deposit. The complaint does not allege any facts regarding how Tim’s Landscaping Inc. operated or that Tim’s Landscaping acted as the alter ego for Guimond. Nor are there any allegations of fraud. *See Hoyt Props., Inc. v. Prod. Res. Grp., LLC*, 736 N.W.2d 313, 318 (Minn. 2007) (outlining the five elements of fraud). The complaint also does not indicate that Guimond agreed to be personally liable for the obligations of Tim’s Landscaping Inc. Therefore, even viewing the facts in the light most favorable to Thomas, the few facts alleged in the complaint are not sufficient to plead a claim based on piercing the corporate veil. Because the complaint is insufficient to put Guimond on notice of a theory of personal liability, the district court did not err in dismissing the complaint under rule 12.02(e) for failure to state a claim.

Affirmed.