

*This opinion is nonprecedential except as provided by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
A26-0569**

TD Bank USA, N.A.,
Respondent,

vs.

Benjamin Ree,
Appellant.

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

Sherburne County District Court
File No. 71-CV-25-915

Brian Melendez, Barnes & Thornberg LLP, Minneapolis, Minnesota (for respondent)

Benjamin Ree, Elk River, Minnesota (self-represented appellant)

Considered and decided by Connolly, Presiding Judge; Reyes, Judge; and
Rasmusson, Judge.

NONPRECEDENTIAL OPINION

REYES, Judge

In this appeal challenging the district court’s grant of respondent bank’s motion for summary judgment, appellant argues that respondent failed to establish ownership of appellant’s specific credit-card account after respondent acquired credit-card accounts from the original owner. We affirm.

FACTS

Respondent TD Bank USA, N.A., commenced a breach-of-contract action against self-represented appellant Benjamin Ree to recover unpaid amounts due on a consumer credit-card account. Because the district court granted TD's summary-judgment motion, we recount the facts in the light most favorable to Ree as the nonmoving party. *See Henson v. Uptown Drink, LLC*, 922 N.W.2d 185, 190 (Minn. 2019).

Ree opened a credit-card account with Target National Bank in 2009.¹ In 2013, Target National Bank entered an assignment and assumption agreement with TD (the "2013 agreement"), in which TD purchased "the Acquired Assets, including, without limitation, each Private Label Account and Co-Branded Account owned by Target National Bank." The agreement explained that TD "shall be the sole and exclusive owner of the Accounts" after the purchase.

Ree made his last payment on his credit-card account in January 2024. Three months later, on April 3, 2024, TD "charged off" his account with an overdue balance Ree owed to TD of \$15,005.96. Three months later, TD served Ree with a breach-of-contract complaint and summons. TD also sent an initial-disclosures letter to Ree around that same time. Ree did not respond to either.

TD ultimately filed its complaint with the district court in June 2025. Shortly thereafter, Ree filed an answer, a counterclaim, and a motion to compel arbitration and

¹ The name of Ree's credit card began as "Target Credit Card" and then later became "Target Mastercard," a sublabel of Target's "REDcard" credit cards.

dismiss TD's complaint. In each filing, Ree alleged that, by filing its complaint, TD violated an arbitration clause in Ree's credit-card contract.

The district court held a hearing on Ree's motion to compel arbitration and dismiss the complaint. Because Ree failed to show that his credit-card contract contained an arbitration clause, the district court denied his motion.

TD then filed a motion for summary judgment. TD accompanied its motion with several affidavits, the 2013 agreement, Ree's original and updated credit-card contracts, and several years of Ree's account statements. In opposition to the motion, Ree argued that his credit-card contract required arbitration and attached a Target *debit-card* contract containing an arbitration clause, though the contract was dated after the charge-off of his credit-card account.

After a hearing, the district court granted TD's summary-judgment motion.² Ree then filed a motion to set aside or vacate the judgment, which the district court heard and then denied.

This appeal follows.

DECISION

Ree argues that the district court erred by granting summary judgment for TD because TD failed to "conclusively establish[] ownership" of Ree's credit-card account "sufficient to eliminate all genuine issues of material fact." We disagree.

² The district court also dismissed Ree's counterclaim. Ree does not challenge this dismissal.

Appellate courts “review the grant of summary judgment de novo.” *Montemayor v. Sebright Prods., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017). Summary judgment is appropriate “if the movant shows that there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law.” Minn. R. Civ. P. 56.01.

To preclude summary judgment, a nonmoving party must rely on more than “unverified and conclusory allegations,” *Funchess v. Cecil Newman Corp.*, 632 N.W.2d 666, 672 (Minn. 2001), and instead “must produce evidence that is ‘sufficiently probative with respect to an essential element of the nonmoving party’s case to permit reasonable persons to draw different conclusions,’” *Metro. Transp. Network, Inc. v. Collaborative Student Transp. of Minn., LLC*, 6 N.W.3d 771, 778 (Minn. App. 2024) (quoting *DLH, Inc. v. Russ*, 566 N.W.2d 60, 71 (Minn. 1997)), *rev. denied* (Minn. July 23, 2024).

Ree presented no evidence about TD’s ownership of Ree’s credit-card account, let alone “sufficiently probative” evidence. *Id.* (quotation omitted). While Ree contends that TD failed to produce “account-specific transfer documentation,” he does not cite any authority for the proposition that the absence of this documentation precludes summary judgment. Ree made a similar argument to the district court in which he also failed to cite supporting evidence or legal authority.

In support of its motion for summary judgment, TD presented two affidavits from individuals serving at Target Enterprise, Inc., a company that “services and maintains the business records, including account information, of *all Target credit cards* on behalf of [TD].” (Emphasis added.) In the first affidavit, “a custodian of records” explained that Ree originally opened a credit-card account with Target National Bank but, in 2013, TD

“acquired all rights to the credit-card account and all obligations owing on the account.” Based on a review of “the records relating to [Ree’s] account,” the custodian stated that TD charged off the account on April 3, 2024, and Ree “is indebted to [TD] owing a balance of 15,005.96.” The custodian of records attached a copy of the 2013 agreement to their affidavit.

In the second affidavit, a “Vendor Manager” corroborated the first affidavit’s timeline of events based on a “review of the business records of Target Enterprise, Inc.” The manager attached to their affidavit copies of Ree’s original credit-card contract from 2009 and “all of the changes that were made to the terms” of the contract before TD charged off the account. One change included a notice explaining that, “[e]ffective March 2013, TD . . . purchased the credit card portfolio of Target National Bank, including your Target Credit Card Account.”

TD also presented multiple account statements bearing Ree’s name, address, and credit-card account number; the 2013 agreement; and documentation showing the last payment on and final unpaid balance of Ree’s account. This evidence established that Ree opened a credit-card account with Target National Bank in 2009, TD purchased Ree’s account in 2013, Ree thereafter failed to satisfy his contractual obligation to make payments, and Ree owed \$15,005.96 on the account. Ree produced no evidence “to permit reasonable persons to draw different conclusions,” *Metro. Transp. Network*, 6 N.W.3d at 778 (quotation omitted), and his unsupported allegations questioning the validity of the assignment are insufficient to preclude summary judgment, *see Funchess*, 632 N.W.2d at

672. We therefore conclude that the district court did not err by granting TD's summary-judgment motion.

Affirmed.