

*This opinion is nonprecedential except as provided by  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  
A24-0968**

Thomas Noree,  
Appellant,

vs.

Philip Wong LLC, et al.,  
Respondents.

**Filed June 23, 2025  
Affirmed  
Ede, Judge**

Scott County District Court  
File No. 70-CV-23-2133

Thomas Noree, Burnsville, Minnesota (pro se appellant)

Charles R. Shreffler, Dakota Law PLLC, Lakeville, Minnesota (for respondents)

Considered and decided by Bentley, Presiding Judge; Ede, Judge; and Harris, Judge.

**NONPRECEDENTIAL OPINION**

**EDE**, Judge

Appellant challenges the district court's decision to grant summary judgment for respondents, asserting that, because there are genuine issues of material fact, the court erred in dismissing his claims for (A) breach of contract, (B) civil theft, and (C) breach of fiduciary duty. We affirm.

## FACTS

This appeal stems from a business-related contract between appellant Thomas Noree and respondents Philip Wong and Philip Wong LLC (PWLLC). Noree filed suit against respondents alleging breach of contract, civil theft, and breach of fiduciary duty. Respondents moved for summary judgment and the district court granted their motion. The following recitation of facts derives from the summary-judgment record, viewed in the light most favorable to Noree.<sup>1</sup>

Noree and Wong have a history of joint business ownership. In 2017, Noree approached Wong about buying Neisen’s Sports Bar in the city of Savage. Wong agreed. Noree and Wong signed a written contract titled: “Neisen’s Sports Bar and Grill Restaurant business with property definition of ownerships.” Under the contract, Noree received a 15% ownership interest in Neisen’s; PWLLC and Wong received the remaining 85%. The contract also provided that PWLLC would own the real estate where Neisen’s operated. PWLLC had no business operations of its own and neither party expected PWLLC to generate profit or financial benefits, other than potential tax write-offs. The contract said nothing about the distribution of profits to the parties from Neisen’s or PWLLC.

PWLLC bought the real estate where Neisen’s was located for \$1.3 million, with a \$250,000 down payment and a \$1,050,000 contract for deed with the sellers. Although the contract for deed required a balloon payment on November 15, 2022, Wong later

---

<sup>1</sup> See *Windcliff Ass’n, Inc. v. Breyfogle*, 988 N.W.2d 911, 916 (Minn. 2023) (explaining that, in “review[ing] a district court’s grant of summary judgment,” appellate courts “view the evidence in the light most favorable to the party against whom the district court granted summary judgment”).

negotiated a five-year extension. Per respondents, Wong made the decision to negotiate this extension without Noree's input because Noree had recorded a mechanic's lien against the real estate, which prevented Wong from applying for a Small Business Administration (SBA) loan to pay off the contract for deed at a lower interest rate. Respondents claimed that, when Noree finally released the lien, the SBA's interest rates had increased "to the point that the loan did not make sense."

Regardless of the extension, Noree and Wong had intended for PWLLC to make monthly contract-for-deed payments to the sellers of the property in the amount of \$8,142.55. PWLLC made this monthly payment to the sellers by charging Neisen's monthly rent. From February 2018 through December 2019, Neisen's transferred roughly \$10,700 a month to PWLLC's account by check or electronic transfer. Wong alleged that this \$10,700 amount covered the \$8,142.55 monthly contract-for-deed payments and monthly payments on an "operating loan" that PWLLC had made to Neisen's.<sup>2</sup>

Noree brought claims against respondents for breach of contract (count one), civil theft (count two), and breach of fiduciary duty (count three). Respondents later moved for summary judgment, asserting that there were no genuine issues of material fact as to Noree's claims and that they were entitled to judgment as a matter of law. After a hearing, the district court granted summary judgment for respondents.

This appeal follows.

---

<sup>2</sup> Wong has asserted that this loan from PWLLC to Neisen's was in the amount of \$50,000 and that it covered Neisen's initial operating costs.

## DECISION

Noree maintains that the district court erred in granting summary judgment for respondents because there are genuine issues of material fact related to his claims against respondents for (A) breach of contract, (B) civil theft, and (C) breach of fiduciary duty.

Appellate courts “review a district court’s summary judgment decision de novo. In doing so, [appellate courts] determine whether the district court properly applied the law and whether there are genuine issues of material fact that preclude summary judgment.” *Riverview Muir Doran, LLC v. JADT Dev. Grp., LLC*, 790 N.W.2d 167, 170 (Minn. 2010) (citation omitted). As noted above, on appeal from a grant of summary judgment, appellate courts view the evidence in the light most favorable to the party against whom summary judgment was granted—here, Noree. *Windcliff*, 988 N.W.2d at 916.

Summary judgment is appropriate when “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. “A material fact is one that will affect the outcome of the case.” *Cargill Inc. v. Jorgenson Farms*, 719 N.W.2d 226, 232 (Minn. App. 2006). The district court’s decision to grant summary judgment is proper when the “pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that either party is entitled to a judgment as a matter of law.” *Id.* (quotation omitted).

As the plaintiff in the underlying lawsuit, Noree bears the burden of proving his claims at trial; at the summary-judgment stage, he “must present sufficient evidence to permit reasonable persons to draw different conclusions” about the facts. *Gradjelick v.*

*Hance*, 646 N.W.2d 225, 231 (Minn. 2002). Noree “may not simply rest on [his] pleadings, but must produce affirmative evidence to show an issue of material fact.” *Brookfield Trade Ctr., Inc. v. County of Ramsey*, 609 N.W.2d 868, 874 (Minn. 2000). A nonmovant cannot defeat summary judgment by merely offering “unverified and conclusory allegations or by postulating evidence that *might* be developed at trial.” *Gradjelick*, 646 N.W.2d at 230 (emphasis added). Said otherwise, “[m]ere speculation, without some concrete evidence, is not enough to avoid summary judgment.” *Bob Useldinger & Sons, Inc. v. Hangsleben*, 505 N.W.2d 323, 328 (Minn. 1993). A defendant’s motion for summary judgment is “appropriate as a matter of law when the record is devoid of proof on an essential element of the plaintiff’s claim.” *Cargill*, 719 N.W.2d at 232.

Below, we address each of Noree’s arguments in turn.

**A. Count One: Breach of Contract**

Noree seems to assert that a genuine issue of material fact exists as to whether respondents breached the parties’ contract by withholding 15% of PWLLC’s profits. Respondents counter that the parties’ contract only promised Noree 15% ownership in PWLLC—not 15% of PWLLC’s profits. We agree with respondents.

To sustain a claim for breach of contract, a plaintiff must establish three elements: (1) contract formation; (2) performance of any conditions precedent; and (3) breach of contract by the defendant. *Park Nicollet Clinic v. Hamann*, 808 N.W.2d 828, 833 (Minn. 2011). As mentioned above, summary judgment is appropriate when a rational trier of fact—upon examining the record as a whole—could not find for the nonmoving party. *Cargill*, 719 N.W.2d at 232. The parties do not dispute the formation of a contract. Nor do

they contend that a party to the contract failed to perform any conditions precedent. Instead, Noree challenges the district court's decision that there is no genuine issue of material fact as to whether respondents breached the contract.

The gravamen of Noree's breach-of-contract claim is his assertion of entitlement to a percentage of PWLLC's financial gains (i.e., profit, dividends, and income commission) because of the parties' agreement to co-own PWLLC. The district court ultimately determined that Noree "failed to establish a contractual right to receive a share of profits, so his breach-of-contract claim fail[ed] for lack of evidence that Wong or [PWLLC] breached any contractual promise to him."<sup>3</sup> Noree's appellate argument likewise focuses only on his claim that respondents breached the contract by withholding 15% of Neisen's profit.<sup>4</sup>

Viewing the record in the light most favorable to Noree, we conclude that a rational fact-finder could not determine that Noree produced affirmative evidence establishing an issue of material fact as to whether respondents breached the contract. *See Windcliff*, 988

---

<sup>3</sup> The district court considered the possibility that Noree had a "non-contractual right to receive distributions from [PWLLC]," but determined that he did not. This determination was based on Noree's concession that he had no evidence to show that PWLLC had made an interim distribution. And Minnesota Statutes section 322C.0404, subdivision 2 (2024), provides that "[a] person has a right to a distribution before the dissolution and winding up of a limited liability company only if the company decides to make an interim distribution." We cite the most recent version of Minnesota Statutes section 322C.0404, subdivision 2, because it has not been amended in relevant part. *See Interstate Power Co. v. Nobles Cnty. Bd. of Comm'rs*, 617 N.W.2d 566, 575 (Minn. 2000) (stating that, generally, "appellate courts apply the law as it exists at the time they rule on a case"). For the same reason, we also cite the current versions of other statutes referenced in this opinion.

<sup>4</sup> To be clear, Noree does not argue on appeal that Wong has somehow withheld or interfered with Noree's 15% ownership in PWLLC.

N.W.2d at 916; *Brookfield Trade Ctr.*, 609 N.W.2d at 874; *Cargill*, 719 N.W.2d at 232. The parties’ written contract states that Noree would receive a 15% ownership interest in PWLLC and that Wong would receive the remaining 85%. The contract says nothing about the distribution of PWLLC’s profits or dividends. This fact is undisputed—Noree conceded as much during his deposition testimony, admitting that he had not received a contractual promise to PWLLC’s financial gains.

Without affirmative evidence of a contractual promise, Noree cannot prove that respondents breached any term of the contract and thus fails to meet an essential element of his breach-of-contract claim. *See Park Nicollet Clinic*, 808 N.W.2d at 833; *Cargill*, 719 N.W.2d at 232. The district court therefore did not err in determining that there are no genuine issues of material fact precluding summary judgment in favor of respondents on Noree’s claim for breach of contract. *See Cargill*, 719 N.W.2d at 232.

#### **B. Count Two: Civil Theft**

Noree appears to contend that a genuine issue of material fact exists as to his civil-theft claim because respondents used funds from Neisen’s business bank account to pay amounts greater than the actual periodic cost of the contract for deed. Respondents maintain that this claim fails because there is no evidence that any money was stolen from Noree personally. Noree’s argument is unavailing.

The civil-theft statute provides that “[a] person who steals personal property from another is civilly liable to the owner of the property for its value when stolen plus punitive damages of either \$50 or up to 100 percent of its value when stolen, whichever is greater.” Minn. Stat. § 604.14, subd. 1 (2024).

From February 2018 through December 2019, Neisen’s made monthly payments of \$10,706.65 to PWLLC. During his deposition testimony, Noree explained that his civil-theft claim was based in part on his observations about these monthly transfers of money from Neisen’s to PWLLC. Noree asserts that, because the contract-for-deed payment for the Neisen’s real estate was only \$8,142.55 per month, PWLLC received an excess of \$2,564.10 each month, which constituted stolen funds. He maintains that this claim arises from PWLLC’s overstatement of income on its tax returns and that there were “money transfers from banks to banks” that harmed both Neisen’s and PWLLC.

Noree’s own testimony defeats his civil-theft claim. He testified that this claim hinged on his allegations that PWLLC stole money from Neisen’s—a separate corporate entity. While he provided some evidence that PWLLC misappropriated funds from Neisen’s, Noree neglected to adduce any evidence that money was ever taken from him personally. As a result, the district court correctly determined that nothing in the record supported Noree’s claim that his “personal property” was stolen, as required by the civil-theft statute. *See* Minn. Stat. § 604.14, subd. 1.

The district court analogized Noree’s claim to the issue presented in *Seitz v. Michel*, in which a minority shareholder alleged that a majority shareholder had wrongfully diverted money from corporations. 181 N.W. 102, 103 (Minn. 1921). In *Seitz*, the Minnesota Supreme Court held that:

The wrongs complained of are wrongs against *the corporation[s]*. The funds diverted should be restored to the corporations. The right of action is in them. The alleged wrongdoers are the managing officers. They may be called to account by the corporations. A minority stockholder may sue because the corporations are under the control of



the alleged wrongdoers, but he must sue in a representative capacity for the benefit of the corporations, and not for the damages to him individually.

*Id.* at 105 (emphasis added); *see also In re Medtronic S'holder Litig.*, 900 N.W.2d 401, 406 (Minn. 2017) (clarifying the distinction between direct and derivative claims and explaining that a direct claim “alleges an injury to the shareholder rather than an injury to the corporation[,]” while a derivative claim alleges an injury to the corporation and is brought by a shareholder on behalf of the corporation).

Viewing the record in the light most favorable to Noree, we conclude that a rational fact-finder could not find that Noree raised a disputed fact as to his civil-theft claim against respondents. As with his breach-of-contract claim, Noree did not offer evidence that respondents harmed him. Instead, Noree relied on his pleadings, in which he described only alleged damage to Neisen’s. *See Brookfield Trade Ctr.*, 609 N.W.2d at 874 (explaining that a nonmovant’s reliance on the pleadings is insufficient to raise a genuine issue of material fact). In doing so, Noree inadvertently illustrated that, if there is a “right of action” here, it is Neisen’s, not his. *See Seitz*, 181 N.W. at 105. Because Noree has not pointed to evidence that can support a finding that respondents stole his personal property, we conclude that the district court correctly ruled that Noree’s claim failed as a matter of law, such that respondents were entitled to summary judgment in their favor. *Cargill*, 719 N.W.2d at 232.

And even if Noree had brought his civil-theft claim in a representative capacity for the benefit of Neisen’s, *see Seitz*, 181 N.W. at 105, Noree’s claim would still fail for lack of evidence. During his deposition, Noree could not pinpoint any wrongdoing by respondents, could not remember the account to which the purportedly misappropriated

money was transferred, could not explain what transactions reflected in bank statements constituted theft, and could not identify the purpose for which the allegedly stolen money was used. Noree likewise did not testify to the amount of money PWLLC was charging Neisen's for rent or how much Neisen's was overpaying. Additionally, as the district court determined, Noree's claim for civil theft also fails as a matter of law because respondents produced evidence to show that the money Neisen's transferred to PWLLC, including the "extra" \$2,500, was used to repay a \$50,000 loan that PWLLC made to Neisen's in 2017. And Noree failed to adduce any evidence to the contrary. Accordingly, we conclude that the district court did not err in granting summary judgment for respondents on Noree's civil-theft claim.

### **C. Count Three: Breach of Fiduciary Duty**

Noree argues that the district court erred in granting summary judgment for respondents on his breach-of-fiduciary-duty claim.<sup>5</sup> In his complaint, Noree cited eight instances of Wong's alleged breach of fiduciary duty. Respondents dispute each of these contentions, and their arguments are persuasive.<sup>6</sup>

---

<sup>5</sup> The district court explained that it was unclear whether Noree intended to assert a breach-of-fiduciary-duty claim against both respondents or whether he maintained this claim against Wong alone. Although the district court focused its analysis on Noree's claim against Wong, it also noted that Noree had failed to provide sufficient evidence in support of this claim against both respondents.

<sup>6</sup> Respondents generally argue that Noree failed to provide evidentiary support for his claim that they breached their fiduciary duty. But throughout their analysis, respondents only cover seven of the eight instances of breach that Noree alleged. Respondents do not address Noree's fifth allegation: respondents' alleged failure to keep and maintain outstanding business operations. Because Noree's complaint presented that allegation, however, the district court considered it in granting summary judgment for respondents, determining that

A breach-of-fiduciary-duty claim consists of four elements: (1) a duty; (2) breach of that duty; (3) causation; and (4) damages. *TCI Bus. Cap., Inc. v. Five Star Am. Die Casting, LLC*, 890 N.W.2d 423, 434 (Minn. App. 2017). As a member of a limited-liability company, Wong does not dispute that he owed a fiduciary duty to Noree, another member. *See* Minn. Stat. § 322C.0409, subd. 1 (2024) (“A member of a member-managed limited liability company owes . . . the other members the fiduciary duties of loyalty and care stated in subdivisions 2 and 3.”). Respondents nonetheless generally contend that there is insufficient evidence to show that Wong breached that duty on any of the eight occasions that Noree alleges. They also assert that there is a lack of evidence proving that these alleged breaches caused harm or damage to Noree. As explained below, we conclude that the district court did not err in determining that there are no genuine issues of material fact as to each of the eight asserted breaches of fiduciary duty alleged by Noree.

**1. Respondents’ Alleged Failure to Perform Their Fiduciary Duty, to Act in Good Faith with Loyalty and Due Care, and to Act in the Interests of Noree as a Business Partner**

Without producing evidence, Noree has asserted that respondents breached their fiduciary duty by failing to perform it, by failing to act in good faith with loyalty and due

---

“[n]either Noree’s amended complaint nor his summary-judgment response identifie[d] any ‘outstanding business operations’ that [respondents] failed to maintain or any specific damage that Noree suffered as a result.” Given the lack of supporting evidence, the district court rejected Noree’s fifth allegation as a basis for his breach-of-fiduciary-duty claim. We therefore review this issue in our analysis of the district court’s decision to grant summary judgment for respondents on Noree’s claim for breach of fiduciary duty. *See Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) (explaining that appellate courts review “issues that the record shows were presented and considered by the [district] court in deciding the matter before it.” (quotation omitted)).

care, and by failing to act in the interests of Noree. The district court determined that the alleged breach of fiduciary duty was “general and conclusory” and “insufficient standing on its own to avoid summary judgment.”

We conclude that the district court did not err in this determination. A nonmovant cannot show that a genuine issue of material fact exists when they merely assert “unverified and conclusory allegations.” *Gradjelick*, 646 N.W.2d at 230. Noree neither asserted any examples of this alleged breach of fiduciary duty in the complaint nor testified about such a breach during his deposition. And even if there were some evidence in support of Noree’s claim that respondents had breached a fiduciary duty to PWLLC, Noree did not adduce evidence of how he suffered damages as a result. *See TCI*, 890 N.W.2d at 434. Because Noree offered no evidence in support of this claim, the district court correctly ruled that Noree did not establish a genuine issue of material fact on respondents’ alleged breach of fiduciary duty.

**2. Respondents’ Alleged Failure to Inform and Communicate Business Decisions to Noree, Including the Contract-for-Deed Extension**

Noree has alleged that respondents breached their fiduciary duty by failing to inform him of and communicate about business decisions—specifically, the contract-for-deed extension. The summary-judgment record reflects that, as Wong acknowledged, respondents did not involve Noree in the negotiations for the extension of the contract for deed. According to respondents, Wong made the decision to extend the contract for deed “to protect PWLLC’s interests” because Noree’s “meritless mechanic’s lien . . . prevented PWLLC from securing an SBA loan with a favorable interest rate.”

Assuming without deciding that respondents breached a fiduciary duty by excluding Noree from this business-related decision,<sup>7</sup> Noree has nonetheless failed to show how he was damaged. *See TCI*, 890 N.W.2d at 434. During his deposition, Noree stated that PWLLC was harmed by Wong’s decision to extend the contract for deed because Wong could have negotiated a “better interest rate, better deal, [and] better terms.” But “[m]ere speculation, without some concrete evidence, is not enough to avoid summary judgment.” *Bob Useldinger & Sons*, 505 N.W.2d at 328. And Noree has not identified concrete evidence in the record supporting his speculative claim that Wong could have successfully negotiated for such terms in the contract-for-deed extension.

Noree also contends that he suffered harm because of Wong’s decision to exclude him from the contract-for-deed extension because he did not get paid, does not “enjoy [his] life,” and attempted suicide. But Noree produced no evidence that Wong’s decision to extend the contract for deed prevented him from getting paid. Moreover, “actions for the breach of a fiduciary duty generally sound in equity[,]” which “allows recovery of the lost value of an asset, the profit of which a beneficiary was deprived, or any improper financial gains made by the fiduciary.” *R.E.R. v. J.G.*, 552 N.W.2d 27, 30 (Minn. App. 1996). And “[e]quity seeks to restore the plaintiff to the position he or she occupied before the breach or to claim the defendant’s ill-gotten profits for the plaintiff.” *Id.* “Because of these limitations on remedies available for the breach of a fiduciary duty, Minnesota has not

---

<sup>7</sup> *See Appletree Square I Ltd. P’ship v. Investmark, Inc.*, 494 N.W.2d 889, 892 (Minn. App. 1993) (stating that partners in a “fiduciary relationship must disclose material facts to each other”), *rev. denied* (Minn. Mar. 16, 1993).

recognized an action against a trustee for the recovery of emotional distress losses.” *Id.*; *see also Kohler v. Fletcher*, 442 N.W.2d 169, 172 (Minn. App. 1989) (denying emotional distress damages because only equitable relief is allowed for a trustee’s breach of a fiduciary duty), *rev. denied* (Minn. Aug. 25, 1989). Thus, Noree’s testimony about his loss of enjoyment of life and attempted suicide—although unquestionably tragic—cannot support his breach-of-fiduciary-duty claim. *See id.*; *cf. TCI*, 890 N.W.2d at 435 (holding that the district court erred in granting summary judgment against a plaintiff on a claim of breach of fiduciary duty when the evidence showed that the plaintiff was injured by the breach by entering into a settlement with a third party for an amount that was less than the third party owed to the plaintiff).

We therefore conclude that, even when viewing the facts in the light most favorable to Noree, the district court did not err in determining that there is insufficient evidence to support his claim that respondents’ failure to inform and communicate business decisions breached a fiduciary duty.

### **3. Respondents’ Alleged Bar Against Communication Between Noree and Wong**

Noree has claimed that respondents barred him from communicating with Wong.

“The relationship of partners is fiduciary and partners are held to high standards of integrity in their dealings with each other.” *Appletree Square I Ltd. P’ship*, 494 N.W.2d at 892. “Parties in a fiduciary relationship must disclose material facts to each other.” *Id.*

Noree has not asserted that Wong refused to communicate with him at all—he merely maintains that Wong refused to speak with him directly and instead instructed him

to communicate with Wong's attorney. As the district court noted, Noree provides no authority or caselaw to support his argument that members within an LLC have a fiduciary duty to communicate directly with fellow members at all times. Even if such a duty existed, Noree does not offer proof that respondents' decision to require Noree to communicate with Wong through counsel caused him harm or damages. *See TCI*, 890 N.W.2d at 434.

Because Noree has failed to identify legal support for his claim that respondents breached a fiduciary duty by communicating with Noree through Wong's attorney, and given that there is a complete lack of proof that such conduct caused damages to Noree, we conclude that the district court correctly determined that this allegation does not establish a genuine issue of material fact about Noree's breach-of-fiduciary-duty claim. *Id.*

#### **4. Respondents' Alleged Mismanagement of Noree's Funds**

Noree has alleged that respondents mismanaged his funds. He testified that this allegation is based on the same set of facts that he relies on to support his civil-theft claim.

As explained above, Noree has not pointed to evidence that respondents managed either Neisen's or PWLLC's funds to Noree's detriment. Rather, Noree contends it was Neisen's that suffered because of respondents' purported mismanagement. Applying the same reasoning discussed earlier in our analysis of Noree's civil-theft claim to his allegation here, we conclude that the district court did not err in granting summary judgment for respondents because Noree has failed to offer sufficient proof of damages in support of this aspect of his breach-of-fiduciary-duty claim. *Id.*

## **5. Respondents' Alleged Failure to Keep and Maintain Outstanding Business Operations for Noree**

Noree has claimed that Wong failed to maintain Noree's "outstanding business operations."

In the complaint, however, Noree does not clarify the "outstanding business operations" to which he is referring. And in his deposition, Noree admitted that PWLLC did not have any business operations and that the purpose of PWLLC was to own the real estate where Neisen's was located. Noree has therefore failed to adduce evidence establishing the existence of business operations, let alone how respondents have failed to maintain such operations. Nor has Noree identified evidence of how this alleged breach of fiduciary duty caused him to suffer damages.

Thus, we conclude that the district court correctly determined that Noree's allegation that respondents failed to keep and maintain outstanding business operations is inadequately supported to establish a breach of fiduciary duty.

## **6. Respondents' Alleged Failure to Keep Proper Financial Accounting Records**

Noree has alleged that respondents failed to keep proper financial accounting records.

But Noree conceded in his deposition testimony that he could not remember which records respondents failed to keep. And Noree offered no other proof in support of this allegation. Again, without some concrete evidence, Noree's speculative assertion is "not enough to avoid summary judgment." *Bob Useldinger & Sons*, 505 N.W.2d at 328.



**7. Respondents' Alleged Careless and Disloyal Act that Directly Caused Substantial Injuries to Noree**

Noree has maintained that respondents breached their fiduciary duty because they committed a careless and disloyal act that directly caused him substantial injuries.

During his deposition, however, Noree never specified what “careless and disloyal act” respondents committed. Nor did Noree testify about how such an act caused him damages. We discern no error in the district court’s determination that this “unverified and conclusory” allegation, alone, cannot serve as the basis for Noree’s breach-of-fiduciary-duty claim, nor withstand summary judgment. *See Gradjelick*, 646 N.W.2d at 230.

**8. Respondents' Alleged Failure to Exercise Reasonable Care in Accepting Business Operations as a Majority Shareholder under Minnesota Law**

Lastly, Noree has contended that respondents failed to exercise reasonable care in accepting business operations.

But Noree testified that Wong’s failure to inform him of the contract-for-deed extension was the only concrete example he could provide of Wong acting without exercising reasonable care as to PWLLC’s operations. We reject Noree’s claim that there is a genuine issue of fact about respondents’ exercise of reasonable care that should have precluded summary judgment for the same reasons as expressed above regarding the alleged harm Noree suffered because of the contract-for-deed extension. As with his other claims, Noree has failed to show how he was damaged and instead impermissibly relies on speculation. *See TCI*, 890 N.W.2d at 434; *Bob Useldinger & Sons*, 505 N.W.2d at 328.

In short, viewing the evidence in the light most favorable to Noree, the record is “devoid of proof on . . . essential element[s]” of Noree’s breach-of-fiduciary-duty claim. *Cargill*, 719 N.W.2d at 232. Thus, we conclude that the district court correctly granted summary judgment for respondents on this claim.

**Affirmed.**