STATE OF MINNESOTA
IN COURT OF APPEALS
A16-2012
A16-2034

Earthsoils, Inc.,
Appellant,

vs.

Jeffrey S. Ptacek, et al.,
Respondents.

Filed July 3, 2017
Reversed and remanded
Larkin, Judge

Steele County District Court
File No. 74-CV-16-401

Paul A. Sortland, Sortland Law Office, PLLC, Minneapolis, Minnesota (for appellant)

J. Poage Anderson, David H. Redden, Fabian May & Anderson, PLLP, Minneapolis, Minnesota (for respondents)

Considered and decided by Larkin, Presiding Judge; Johnson, Judge; and Reilly, Judge.

U N P U B L I S H E D O P I N I O N

LARKIN, Judge

Appellant challenges the district court's award of summary judgment for respondents on appellant's creditor's bill action. The district court based its summary-

judgment determination on Minn. Stat. § 550.366 (2016), which limits the time for execution of a judgment for the unpaid balance of a debt on agricultural property owned by a farm debtor. Appellant argues that the statute is unconstitutional and that the district court erred in applying it. We reject appellant's constitutional arguments. But because the district court erred by concluding that relief is entirely unavailable under section 550.366, we reverse and remand.

FACTS

Respondents Lavern Ptacek and Jeffrey Ptacek are a father and son who operate a hog and grain farm in Steele County. In March 2008, the Ptaceks sued appellant Earthsoils Inc., asserting claims for breach of contract, consumer misrepresentation, negligence, and breach of express warranty, warranty of merchantability, and warranty of fitness. The Ptaceks alleged that Earthsoils "fail[ed] to provide nitrogen fertilizer of a quality and quantity in 2007 sufficient to grow a corn yield of 180-200 bu/ac of corn," after representing to the Ptaceks that the nitrogen fertilizer Earthsoils recommended and sold them was sufficient to do so. In April 2008, Earthsoils counterclaimed against the Ptaceks, alleging that they owed Earthsoils "approximately $90,449.21, plus interest thereon" for the products that Earthsoils provided the Ptaceks in 2007.

The district court granted Earthsoils' motion for summary judgment on the Ptaceks' negligence claim, reasoning that it was barred under the common-law economic-loss doctrine. The district court denied Earthsoils' motion for summary judgment on the Ptaceks' other claims. Before trial, the Ptaceks requested that the district court "instruct [Earthsoils] not to allude or refer to, directly or indirectly, or question any witnesses

regarding [the Ptaceks'] crop insurance claims" during trial. The district court denied the motion, and the Ptaceks' insurance forms were admitted into evidence at the ensuing jury trial in February 2013.

The jury returned a special verdict finding that Earthsoils (1) did not breach its contract with the Ptaceks, (2) did not breach its warranty to the Ptaceks, and (3) did not provide false information to the Ptaceks in the course of selling goods or services. However, the jury found that the Ptaceks breached their contract with Earthsoils and awarded Earthsoils damages of $40,449.21. The district court adopted the jury's findings.

In March 2013, the Ptaceks moved for judgment as a matter of law (JMOL) on Earthsoils' counterclaim, arguing that Earthsoils' exclusive remedy was under Minnesota's Uniform Commercial Code (UCC). The Ptaceks also moved for a new trial on their claims against Earthsoils, arguing that the district court erred by admitting evidence regarding the Ptaceks' crop-insurance claims. On March 20, the district court entered judgment against the Ptaceks. On April 10, the district court stayed enforcement of the judgment pending resolution of the Ptaceks' JMOL and new-trial motions. On April 22, the district court amended the judgment to add pre-verdict and post-verdict interest totaling $44,605.08.

On June 6, 2013, the district court denied the Ptaceks' JMOL and new-trial motions and vacated the order staying enforcement of the judgment. On June 10, Earthsoils obtained a writ of execution on the judgment. In July, the Steele County Sheriff's Office returned the writ of execution after failing to identify bank accounts that could satisfy the judgment.

The Ptaceks appealed the judgment, challenging only the district court's grant of summary judgment for Earthsoils on their negligence claim and the district court's denial of their new-trial motion regarding their claims against Earthsoils. In August 2013, while the appeal was pending, Earthsoils served interrogatories and requests for production of documents on the Ptaceks related to execution of the June 6 judgment. In January 2014, Earthsoils sent a letter to the Ptaceks noting that it had not received any responses to those discovery requests. In February, Earthsoils requested a writ of execution.

In March 2014, this court affirmed the district court's admission of the crop-insurance evidence at trial. *Ptacek v. Earthsoils, Inc.*, 844 N.W.2d 535, 540 (Minn. App. 2014). However, this court reversed the district court's grant of summary judgment on the Ptaceks' negligence claim and remanded, holding that the district court erred in applying the common-law economic-loss doctrine. *Id.*

In June 2015, Earthsoils obtained another writ of execution. In November, the Ptaceks' negligence claim was tried to a jury on remand. The jury returned a special verdict finding that Earthsoils was negligent but that Earthsoils' negligence was not a direct cause of the damage to the Ptaceks' corn crop. The district court adopted the jury's findings. After the trial, Earthsoils sent the Ptaceks letters instructing them to respond to their original discovery requests and answer supplemental interrogatories.

On January 12, 2016, the district court entered judgment against the Ptaceks. The judgment incorporated the "[p]revious judgment through November 17, 2015" of $193,805.91 and included Earthsoils' costs and fees in the amount of $4,819.21, which were incurred during the remand proceedings on the Ptaceks' negligence claim.

In February 2016, Earthsoils commenced a creditor's bill action to void certain real-property transfers that the Ptaceks had made to a trust, alleging that the Ptaceks transferred the property to "make collection actions against them more difficult." Earthsoils alleged that it had a claim against the Ptaceks "for an unpaid judgment totaling $198,625.12 . . . as of January 12, 2016."

In July 2016, the parties moved for summary judgment. The district court noted that the Ptaceks asserted "a statute of limitations defense that moots Earthsoils' case if granted" and granted the Ptaceks' motion for summary judgment, concluding that Earthsoils' judgment against the Ptaceks had expired under the three-year time limit for enforcement of judgments on agricultural debt under Minn. Stat. § 550.366. The district court found that the three-year time limit ran from June 6, 2013, the date the district court vacated the stay on Earthsoils' judgment on its counterclaim. The district court concluded that Earthsoils' action to void the property transfer in an attempt to execute its judgment was "barred" because the time for execution of the judgment had expired. The district court rejected Earthsoils' constitutional challenges to section 550.366.

The district court vacated the judgment entered for Earthsoils "on March 20, 2013 or June 6, 2013 and any Lis Pendens against [the] Ptaceks' homestead property." The district court entered summary judgment in both the district court file on the voidable-transfer claim (Steele County District Court file number 74-CV-16-401) and the district

court file on the Ptaceks' original lawsuit (Steele County District Court file number 74-CV-08-3731). Earthsoils appeals.[1]

D E C I S I O N

"A motion for summary judgment shall be granted 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." *Fabio v. Bellomo*, 504 N.W.2d 758, 761 (Minn. 1993). The district court's decision to grant summary judgment is reviewed de novo. *Martin v. Spirit Mountain Recreation Area Auth.*, 566 N.W.2d 719, 721 (Minn. 1997).

Minn. Stat. § 550.366, subd. 2, is at the heart of this appeal. The statute provides that "[a] judgment for the unpaid balance of a debt on agricultural property owned by a farm debtor may not be executed upon real or personal property after three years from the date the judgment was entered." Minn. Stat. § 550.366, subd. 2. Earthsoils seeks reversal on two grounds. It contends that Minn. Stat. § 550.366 is unconstitutional. It also contends that the district court erred in applying the statute. We address each contention in turn.

I.

Earthsoils contends that Minn. Stat. § 550.366 violates its constitutional rights to due process, to a remedy, and to contract. The constitutionality of a statute is a question of law which this court reviews de novo. *Schatz v. Interfaith Care Ctr.*, 811 N.W.2d 643,

[1] In appeal A16-2012, Earthsoils seeks review of the judgment in Steele County District Court file number 74-CV-16-401. In appeal A16-2034, Earthsoils seeks review of the judgment in Steele County District Court file number 74-CV-08-3731. This court consolidated Earthsoils' appeals.

653 (Minn. 2012). "Minnesota statutes are presumed constitutional, and [a court's] power to declare a statute unconstitutional should be exercised with extreme caution and only when absolutely necessary." *In re Haggerty*, 448 N.W.2d 363, 364 (Minn. 1989). "The challenger of the constitutional validity of a statute must meet the very heavy burden of demonstrating beyond a reasonable doubt that the statute is unconstitutional." *Assoc. Builders & Contractors v. Ventura*, 610 N.W.2d 293, 299 (Minn. 2000).

A.

Earthsoils argues that Minn. Stat. § 550.366 "violates the Due Process Clauses under both the United States and Minnesota Constitutions," which provide that no person shall be deprived of "life, liberty, or property, without due process of law." U.S. Const. amend. XIV, § 1; Minn. Const. art. I, § 7. The due-process protection provided under the Minnesota Constitution is identical to the protection guaranteed under the U.S. Constitution. *Sartori v. Harnischfeger Corp.*, 432 N.W.2d 448, 453 (Minn. 1988).

Earthsoils appears to argue that Minn. Stat. § 550.366 violates its substantive-due-process rights.[2] "When analyzing whether legislation violates substantive due process rights, [appellate courts] apply the rational basis test unless a fundamental right is involved." *In re Individual 35W Bridge Litig.*, 806 N.W.2d 820, 830 (Minn. 2011). "In attacking a statute . . . on due process grounds, one bears a heavy burden; the statute . . .

[2] Earthsoils does not specify whether its challenge is based on substantive or procedural due process. Nor does it set forth or analyze the standard for evaluating either type of challenge. Instead, Earthsoils summarily complains that Minn. Stat. § 550.366 "treats debts of farmers arising out of failure to pay for agricultural products differently than for other persons in similar situations." We construe Earthsoils' due-process challenge as substantive.

need only bear some rational relation to the accomplishment of a legitimate public purpose to be sustainable." *Mfg. Hous. Inst. v. Pettersen*, 347 N.W.2d 238, 243 (Minn. 1984).

This court has previously described the purpose of Minn. Stat. § 550.366 as "encourag[ing] Minnesotans to pursue farming as a profession, despite the financial risks involved." *Glacial Plains Coop. v. Hughes*, 705 N.W.2d 195, 198 (Minn. App. 2005). The state has a legitimate interest in encouraging farming because of the benefits that agriculture has for the public at large. Limiting the time that creditors may execute judgments for unpaid debts on agricultural properties owed by farm debtors is rationally related to that interest because it decreases the financial risks associated with farming. Earthsoils has not met its heavy burden to show that Minn. Stat. § 550.366 fails the rational-basis test and therefore violates substantive-due process.

B.

Earthsoils argues that Minn. Stat. § 550.366 violates the Remedies Clause of the Minnesota Constitution. Specifically, Earthsoils argues that the statute deprives a seller of the seller's remedies expected under the law because "it appears that the judgments [covered by Minn. Stat. § 550.366] cannot be renewed, as is the case in every other instance."[3]

Article I, section 8 of the Minnesota Constitution provides that "[e]very person is entitled to a certain remedy in the laws for all injuries or wrongs which he may receive to

[3] Because Earthsoils did not ask the district court to renew the judgment on its counterclaim, we do not consider whether a judgment subject to Minn. Stat. § 550.366 is renewable.

his person, property or character, and to obtain justice freely and without purchase, completely and without denial, promptly and without delay, conformable to the laws." The purpose of the Remedies Clause is "to protect common law rights and remedies for which the legislature has not provided a reasonable substitute." *Hickman v. Grp. Health Plan, Inc.*, 396 N.W.2d 10, 14 (Minn. 1986).

Minn. Stat. § 550.366 does not deprive creditors of a remedy for unpaid debts on agricultural property. It merely limits the time for execution of judgments for such debts. Earthsoils nonetheless "questions Minn. Stat. § 550.366, as being unconstitutional." Earthsoils' skepticism does not meet its heavy burden to show that Minn. Stat. § 550.366 violates the Remedies Clause of the Minnesota Constitution.

C.

Earthsoils argues that "Minn. Stat. § 550.366 is unconstitutional as it impairs contracts." Article I, Section 10, Clause 1 of the U.S. Constitution provides that no state shall pass any "Law impairing the Obligation of Contracts." Article I, section 11 of the Minnesota Constitution similarly prohibits the passage of "any law impairing the obligation of contracts."

A judgment is not a contract within the meaning of the Contracts Clause. *Morley v. Lake Shore & M.S. Ry. Co.*, 146 U.S. 162, 169, 13 S. Ct. 54, 57 (1892); *Olson v. Dahl*, 99 Minn. 433, 437, 109 N.W. 1001, 1002 (1906). Impairment of a judgment therefore does not violate the Contracts Clause. *Olson*, 99 Minn. at 437, 109 N.W. at 1002; *see also Morley*, 146 U.S. at 169-70, 13 S. Ct. at 57. Minn. Stat. § 550.366 regulates the execution of judgments and not the obligations of contracts. Earthsoils had the opportunity to enforce

the Ptaceks' contractual obligation to Earthsoils. Earthsoils obtained a judgment against the Ptaceks based on a jury determination that the Ptaceks breached their contractual obligation. Minn. Stat. § 550.366 merely imposed a time limit on the execution of that judgment. Once again, Earthsoils does not meet its heavy burden to show that Minn. Stat. § 550.366 is unconstitutional.

II.

We now turn to Earthsoils' arguments regarding the district court's application of Minn. Stat. § 550.366, which was the basis for summary judgment. We review an award of summary judgment based on the application of a statute to undisputed facts de novo. *Weston v. McWilliams & Assocs.*, 716 N.W.2d 634, 638 (Minn. 2006). Because the parties do not dispute the material facts in this case, we review the district court's award of summary judgment de novo.

"If the language of the statute is clear and free of all ambiguity, we apply the plain meaning of the statute." *State v. Garcia-Gutierrez*, 844 N.W.2d 519, 521 (Minn. 2014). No further construction is necessary or appropriate. *Brayton v. Pawlenty*, 781 N.W.2d 357, 363 (Minn. 2010). Neither party contends that Minn. Stat. § 550.366 is ambiguous or that statutory construction is appropriate. Because we discern no ambiguity, we apply the plain meaning of Minn. Stat. § 550.366 when considering Earthsoils' arguments regarding the district court's application of the statute.

A.

Earthsoils does not dispute that Minn. Stat. § 550.366 governs the execution of the judgment on its counterclaim. Instead, Earthsoils argues that "[w]hen a judgment is the

result of a second trial upon remand, the three years to execute upon a farmer pursuant to Minn. Stat. § 550.366 runs from the date of the final judgment." Specifically, Earthsoils argues that, "[f]or purposes of Minn. Stat. § 550.366, the judgment must run from the last day the judgment was entered, January 12, 2016." However, the plain language of Minn. Stat. § 550.366 merely refers to entry of judgment. We cannot add language to a statute that the legislature has omitted intentionally or inadvertently. *Premier Bank v. Becker Dev., LLC*, 785 N.W.2d 753, 760 (Minn. 2010). Earthsoils does not explain why this court should read the word "final" into the unambiguous language of section 550.366, and we decline to do so.

Earthsoils also argues that this court reversed the entire case in the first appeal, including the judgment on Earthsoils' counterclaim, and that the district court erred in concluding otherwise. Earthsoils is wrong: this court did not reverse the judgment on Earthsoils' counterclaim in the first appeal. The judgment on Earthsoils' counterclaim was not challenged by the Ptaceks or considered by this court. In fact, this court's opinion does not mention Earthsoils' counterclaim. *Ptacek*, 844 N.W.2d at 535-41. Instead, this court specifically "reverse[d] the grant of summary judgment on the negligence claim and remand[ed]." *Id*. at 540.

"An appeal may be taken from a part of a final order or judgment if the part whereby the appellant is aggrieved is so far distinct and independent that it may be adjudicated on appeal without bringing up for review the entire order or judgment." *St. Paul Tr. Co. v. Kittson*, 84 Minn. 493, 493, 87 N.W. 1012, 1012 (1901). Earthsoils' argument that this court reversed the entire judgment in the first appeal ignores this principle. Moreover, any

objection to the Ptaceks appealing only part of the June 2013 judgment should have been raised at the time of appeal. *See Hall v. McCormick*, 31 Minn. 280, 281-82, 17 N.W. 620, 620 (1883) (denying motion to dismiss appeal after rejecting argument that an appeal was "taken from a part of the judgment which is connected with and dependent upon another portion thereof, the benefit of which [appellant] accept[ed]").

Because the Ptaceks did not appeal the judgment on Earthsoils' counterclaim, that part of the judgment was not affected by this court's decision in the first appeal. *See Brown-Wilbert, Inc. v. Copeland Buhl & Co.*, 732 N.W.2d 209, 212, 221-22 (Minn. 2007) (stating that a portion of the district court's judgment that was not reversed on appeal was final for res judicata purposes); *accord Gonzales v. R.J. Novick Constr. Co.*, 575 P.2d 1190, 1194 (Cal. 1978) ("Ordinarily an appeal from a specific portion of a judgment would leave the parts not appealed from unaffected[.]" (quotation omitted)).

Ironically, even though Earthsoils argues that this court reversed the entire June 2013 judgment in the first appeal, it also states that the "district court correctly incorporated the first judgment into the second judgment." A judgment is in full force and effect from the time of its rendition until it is reversed. *Carl v. DeToffol*, 223 Minn. 24, 30, 25 N.W.2d 479, 482-83 (1946). Earthsoils does not explain how the district court could have "correctly" incorporated a judgment that was purportedly reversed—and therefore of no force and effect—into the subsequent judgment on remand.

Moreover, if, as Earthsoils argues, the entire judgment was reversed and all claims remanded in the first appeal, Earthsoils would have had the burden to prove its breach-of-contract counterclaim on remand. *See D.H. Blattner & Sons, Inc. v. Firemen's Ins. Co. of*

Newark, N.J., 535 N.W.2d 671, 675 (Minn. App. 1995) (stating that a party bringing a breach-of-contract claim has the burden of proof regarding that claim), *review denied* (Minn. Oct. 18, 1995); *cf. Michaels v. First USA Title, LLC*, 844 N.W.2d 528, 531 (Minn. App. 2014) (noting that a party seeking a default judgment must still present evidence to prove the allegations of the complaint). It made no attempt to do so. Thus, if Earthsoils' argument regarding the effect of the first appeal were taken to its logical conclusion, there currently would be no judgment in full force and effect on Earthsoils' breach-of-contract counterclaim.

In sum, the plain language of Minn. Stat. § 550.366 is not limited to "final" judgments, the judgment on Earthsoils' counterclaim was not reversed by this court in the first appeal, and the district court did not err by using June 6, 2013 as the start date for the three-year limit on execution of that judgment under section 550.366.

B.

Earthsoils next argues that "[a] party may not execute on a judgment, after a case has been reversed and remanded, before a second trial." Earthsoils notes that the Ptaceks' remanded negligence claim "could have affected the entirety of the original verdict and, at the very least, offset the gains by Earthsoils in the original verdict." Thus, Earthsoils contends that because "the first judgment was subject to change, based upon the reversal by the Minnesota Court of Appeals, the time from that remand, through the second trial and judgment, should, at least, not be considered in [the] three year time period under Minn. Stat. § 550.366."

Once again, a judgment is in full force and effect from the time of its rendition until it is reversed. *Carl*, 223 Minn. at 30, 25 N.W.2d at 482-83. This principle is reflected in the Minnesota Rules of Civil Appellate Procedure, which provide that generally, "an appeal from a judgment . . . does not stay enforcement of the judgment . . . in the trial court" unless the court orders "a stay of enforcement of the judgment . . . pending appeal." Minn. R. Civ. App. P. 108.01, subd. 1, .02, subd. 1(a). "[Although] the [district] court's jurisdiction to modify or set aside its order on the merits is suspended pending appeal, it retains jurisdiction over collateral matters, such as enforcement." *David N. Volkmann Constr., Inc. v. Isaacs*, 428 N.W.2d 875, 876-77 (Minn. App. 1988); *see* Minn. R. Civ. App. P. 108.01, subd. 2 (noting that the district court retains jurisdiction on appeal "as to matters independent of, supplemental to, or collateral to the order or judgment appealed from").

As noted in the previous section, the judgment on Earthsoils' counterclaim was neither appealed nor reversed. Moreover, the Ptaceks did not ask the district court to stay the judgment pending the first appeal or the trial on remand. There being no stay, Earthsoils attempted to execute the judgment after the first appeal. For example, Earthsoils obtained a writ of execution in June 2015.

In sum, Earthsoils' argument that operation of Minn. Stat. § 550.366 should have been tolled because Earthsoils could not execute the judgment on its counterclaim after the first appeal is inconsistent with law. It also rings hollow when, in fact, Earthsoils attempted to execute the judgment after the first appeal.

C.

Earthsoils argues that, because it initiated its voidable-transfer action within three years of entry of judgment on its counterclaim, the "judgment [was] not voided by virtue of Minn. Stat. § 550.366." Earthsoils asserts that "a lawsuit brought within three years for a voidable transfer is good and should be allowed to proceed," relying on *Amica Mut. Ins. Co. v. Wartman*, 841 N.W.2d 637, 640 (Minn. App. 2014), *review denied* (Minn. Mar. 18, 2014).

In *Amica*, this court held that a district court properly granted summary judgment in a veil-piercing action brought for the express purpose of satisfying a judgment where the judgment had expired by operation of law and there was, therefore, no judgment upon which to collect. 841 N.W.2d at 643. Thus, the relevant issue in this case is not whether Earthsoils' voidable-transfer action was timely; it appears that it was. The relevant issue is whether Earthsoils would be able to execute the judgment on its counterclaim on the property underlying its voidable-transfer action. If Earthsoils could not do so because the time for execution had expired, the district court properly awarded summary judgment for the Ptaceks. *See id*.

An action by a creditor to set aside a fraudulent conveyance of property legally liable to execution is a type of creditor's bill. *Lind v. O.N. Johnson Co.*, 204 Minn. 30, 36, 282 N.W. 661, 665-66 (1938). "[A] creditor's bill does not operate to extend the life of a judgment." *Amica*, 841 N.W.2d at 642. "[A]n action in the nature of a creditors' bill to enforce a judgment against property alleged to have been fraudulently transferred does not continue the [judgment] in force beyond the period fixed by . . . statute." *Reed v. Siddall*,

94 Minn. 216, 218, 102 N.W. 453, 454 (1905). A creditor's bill action does not renew judgment because "nothing but a renewal within the life of the judgment will continue the lien of the judgment." *Newell v. Dart*, 28 Minn. 248, 250, 9 N.W. 732, 733 (1881). This caselaw clearly establishes that Earthsoils' filing of a timely voidable-transfer action prior to expiration of the three-year time limit on execution under Minn. Stat. § 550.366 did not extend the time limit for execution.

D.

Earthsoils argues that "the district court could not properly vacate the entire judgment from the second trial, including the statutory judgments earned by Earthsoils," referring to the costs incurred for the negligence trial on remand.[4] The Ptaceks counter that the district court "properly vacated the [2013] judgment and all matters ancillary thereto," including the "ancillary awards for taxable costs and disbursements" stemming from the negligence trial on remand.

Earthsoils' complaint alleged that Earthsoils had a claim against the Ptaceks for an "unpaid judgment totaling $198,625.12 . . . as of January 12, 2016." This total includes both the outstanding balance of the June 2013 judgment on Earthsoils' counterclaim, as

[4] In its reply brief, Earthsoils asserts that "[i]t was reversible error for the district court to vacate the judgment altogether," noting that "there is nothing in [Minn. Stat. § 550.366 that] permits a district court to vacate the judgment." We do not consider whether the district court erred by vacating any part of the judgment because Earthsoils did not raise this issue in its principal brief. *See McIntire v. State*, 458 N.W.2d 714, 717 n.2 (Minn. App. 1990) (explaining that claims not raised in an appellant's principal brief were waived and could not be revived by addressing them in the appellant's reply brief), *review denied* (Minn. Sept. 28, 1990). Moreover, neither party adequately briefed this issue. *See State, Dep't of Labor & Indus. v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480, 480 (Minn. 1997) (declining to reach an issue in absence of adequate briefing).

well as the costs it incurred during the proceedings on the Ptaceks' negligence claim on remand. In sum, Earthsoils' voidable-transfer claim is based on the entire judgment.

In its order for summary judgment, the district court stated that "[t]he judgment entered for Earthsoils in Steele County file 74-CV-08-3731 on March 20, 2013 or June 6, 2013 and any Lis Pendens against [the] Ptaceks' homestead property is vacated. This order shall also be filed in Steele County file 74-CV-08-3731." In its supporting memorandum, the district court described the additional $4,819.21 in costs from the negligence proceedings on remand, which were included in the January 2016 judgment, as taxable costs that were merely ancillary to "the underlying claim." The district court's characterization of the additional costs on remand as ancillary suggests that the district court concluded that Earthsoils could not execute the judgment for those costs after expiration of the three-year time limit. Moreover, the district court's grant of summary judgment on Earthsoils' voidable-transfer claim in its entirety indicates that the district court concluded that no part of the judgment may be executed. We view the circumstances differently.

Because the district court's grant of summary judgment on the Ptaceks' negligence claim was reversed on appeal, that part of the 2013 judgment was no longer in full force and effect. *See Carl*, 223 Minn. at 30, 25 N.W.2d at 482-83 (stating that a judgment "was in full force and effect from the time of its rendition until it was reversed"). A new judgment on the negligence claim was entered in January 2016. Any time limit on execution of the judgment on the Ptaceks' remanded negligence claim did not begin to run

until the judgment was entered on that claim in January 2016.[5] There is no indication that execution of the judgment on the Ptaceks' remanded negligence claim would be untimely. The district court therefore erred by concluding that Earthsoils' entire voidable-transfer claim is barred under Minn. Stat. § 550.366. As to the judgment on the remanded negligence claim, Earthsoils' voidable-transfer claim is not barred.

Conclusion

The district court correctly determined that under Minn. Stat. § 550.366, the three-year time limit on execution of Earthsoils' June 2013 judgment on its counterclaim against the Ptaceks had expired at the time of the July 2016 summary-judgment proceedings. After expiration of the time for execution, Earthsoils' voidable-transfer action was, in part, an impossible attempt to execute the judgment on its counterclaim. However, it was possible for Earthsoils to execute its judgment on the Ptaceks' remanded negligence claim. Summary judgment on Earthsoils' entire voidable-transfer action was therefore inappropriate.

We reverse summary judgment on Earthsoils' voidable-transfer action and remand for further proceedings consistent with this opinion. Because the time for execution of the judgment on Earthsoils' counterclaim has expired, Earthsoils' attempt to set aside any property transfer for the purpose of executing that judgment shall not be allowed on remand. However, Earthsoils may proceed with its voidable-transfer action to the extent that it seeks to set aside property transfers sufficient to allow execution of the judgment on

[5] We are not asked to consider, and therefore do not determine, whether Minn. Stat. § 550.366 applies to the judgment on the Ptaceks' negligence claim.

the Ptaceks' remanded negligence claim, that is, the judgment for costs and fees incurred during the previous remand proceedings.

Reversed and remanded.