STATE OF MINNESOTA
IN COURT OF APPEALS
A19-1923

Glacier Park Iron Ore Properties, LLC,
Appellant,

vs.

United States Steel Corporation,
Respondent.

Filed July 27, 2020
Affirmed
Bratvold, Judge

St. Louis County District Court
File No. 69HI-CV-19-883

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Considered and decided by Bratvold, Presiding Judge; Segal, Chief Judge; and Kirk, Judge.[*]

S Y L L A B U S

The Minnesota Uniform Arbitration Act was revised in 2010 to provide that the district court decides arbitrability unless the parties agree that the arbitrator will determine

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

whether a particular dispute is arbitrable. Minn. Stat. §§ 572B.01-.31 (2018) (the revised MUAA). We conclude that the revised MUAA supersedes the standard adopted in previous caselaw for determining whether an arbitrator or a district court decides issues of arbitrability.

O P I N I O N

BRATVOLD, Judge

Appellant Glacier Park Iron Ore Properties LLC (Glacier Park), seeks review of a district court order denying its motion to stay litigation pending arbitration against respondent United States Steel Corporation (U.S. Steel) over their mineral lease. Glacier Park argues that the district court erred when it determined that (1) the court, and not an arbitrator, had authority to decide whether Glacier Park's claim for aiding and abetting breach of fiduciary duty was arbitrable under the parties' mineral lease, and (2) Glacier Park's claim is outside the scope of the parties' arbitration agreement. Glacier Park asks this court to reverse and remand for its claim to be submitted to mandatory arbitration.

On the first issue, we reject Glacier Park's reliance on Minnesota caselaw holding that an arbitrator determines arbitrability in the first instance because, Glacier Park argues, the parties' intent about who decides arbitrability is "reasonably debatable." This caselaw predates Minnesota's adoption of the revised MUAA in 2010, and we conclude the reasonably debatable standard has been superseded. Minn. Stat. § 572B.06(b) expressly provides that a district court determines arbitrability, although Minn. Stat. § 572B.06(a) recognizes that the parties may agree otherwise. Because the parties' lease is silent as to whether an arbitrator or district court decides arbitrability, we rely on section 572B.06(b)

to conclude that the district court appropriately decided arbitrability of Glacier Park's claim against U.S. Steel. On the second issue, we conclude that Glacier Park's breach-of-fiduciary-duty claim is not subject to mandatory arbitration under the parties' lease. Thus, we affirm.

FACTS

The Great Northern Iron Ore Properties Trust (trust) owned mineral interests in land in northeastern Minnesota, until the trust terminated in 2015. During the wind-down process, the trustees conveyed the remainder of the trust's assets, including its mineral rights and leases, to Glacier Park in accordance with Glacier Park's reversionary interest in the trust.

One of the leases conveyed to Glacier Park, the Carmi-Enterprise Lease (lease), was negotiated and executed in 2010 between the trust and U.S. Steel. In 2011, Glacier Park, "signed the consent" to the lease. In 2016, after receiving access to the trust records, Glacier Park became concerned about the lease's terms.

On March 27, 2019, Glacier Park served U.S. Steel with an arbitration demand, and, in April, the parties agreed to suspend arbitration while trying to resolve the dispute without litigation. The parties did not reach a resolution, and Glacier Park served U.S. Steel with a summons and complaint on August 26, 2019. In the complaint, Glacier Park alleged one count of aiding and abetting breach of fiduciary duty against U.S. Steel as the sole defendant. Glacier Park alleged that the trustees breached their fiduciary duties by signing the 2010 lease with U.S. Steel because the lease included "lower royalty rates and other unfavorable lease terms for 47 years beyond the trust's termination." Glacier Park also

alleged that "U.S. Steel substantially assisted the trustees' breach." Glacier Park requested equitable relief in the form of rescission of the lease.

Two days later, on August 28, Glacier Park moved the district court to stay litigation and refer the parties to mandatory arbitration under section 19 of the lease (arbitration provision). U.S. Steel asked the district court to deny the motion, arguing that Glacier Park's tort claim was outside the scope of the arbitration provision.

After a hearing, the district court denied Glacier Park's motion to stay the lawsuit pending arbitration. The district court determined that a district court, not an arbitrator, must decide whether Glacier Park's claim is arbitrable, relying on the Federal Arbitration Act (FAA) and the revised MUAA. And the district court found "[t]here is nothing in the [lease] that suggests otherwise." The district court also determined that Glacier Park's claim—that the lease is invalid because U.S. Steel aided and abetted the trust in its breach of fiduciary duties—is not covered by the arbitration provision that requires specific types of disputes be arbitrated.

Glacier Park appeals. The district court stayed proceedings pending the outcome of this appeal.

ISSUES

I. Did the district court err when it determined that a court, and not an arbitrator, was authorized to decide arbitrability of the parties' dispute?

II. Did the district court err when it determined that Glacier Park's claim for breach of fiduciary duty was not subject to arbitration under the lease's arbitration provision?

ANALYSIS

I. A district court determines whether the parties' dispute is arbitrable under the lease.

Glacier Park argues that the FAA and the revised MUAA "permit parties to delegate arbitrability questions by contract" and that the "broad language of the arbitration clause" demonstrates that "the parties intended threshold questions of arbitrability to be decided by the arbitrators, not the court." Glacier Park also argues Minnesota caselaw provides that "if the language of the [arbitration] clause makes the parties' intent reasonably debatable, the arbitrability question goes to the arbitrators." Applying this caselaw—commonly called the "reasonably debatable standard"—to the parties' lease, Glacier Park contends that we must conclude that an arbitrator decides whether the parties' dispute is arbitrable.

U.S. Steel responds that, under the FAA and the revised MUAA, "the presumption is that courts determine arbitrability." U.S. Steel also contends that the reasonably debatable standard is based upon "a repealed Minnesota statute." And U.S. Steel argues that "[t]he plain language" of the lease's arbitration provision supports the district court's conclusion that the district court determines arbitrability. Glacier Park replies that the reasonably debatable standard "survives the revision of Minnesota's Uniform Arbitration Act." We address each argument in turn.

A. The revised MUAA supersedes caselaw adopting the reasonably debatable standard.

First, we consider Glacier Park's argument that the reasonably debatable standard is applicable here, and to do so, we begin by identifying the controlling statutory law. We

apply de novo review to arbitration clauses and to the interpretation of statutes. *Onvoy, Inc. v. SHAL, LLC*, 669 N.W.2d 344, 349 (Minn. 2003) (arbitration clauses); *Getz v. Peace*, 934 N.W.2d 347, 353 (Minn. 2019) (statutory interpretation).

The parties agree that the FAA, the revised MUAA, and Minnesota caselaw govern the parties' lease.[1] The FAA provides that a court decides whether a claim is arbitrable. *See* 9 U.S.C. § 3 (2018) ("[T]he court . . . upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement . . . ."). But, under the FAA, "arbitration is a matter of contract," and parties "may agree to have an arbitrator decide not only the merits of a particular dispute, but also 'gateway' questions of 'arbitrability.'" *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 139 S. Ct. 524, 529 (2019) (quotation omitted).

In 2010, Minnesota amended its arbitration statute and adopted the revised MUAA, which provides that:

> The court shall decide whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate, except in the case of a grievance arising under a collective bargaining agreement when an arbitrator shall decide.

Minn. Stat. § 572B.06(b). The revised MUAA also provides that "[a]n agreement contained in a record to submit to arbitration any existing or subsequent controversy arising between the parties to the agreement is valid, enforceable, and irrevocable except upon a

[1] The revised MUAA became effective on August 1, 2011. *See* 2010 Minn. Laws. ch. 264, art. 1, §§ 1-33. Under Minn. Stat. § 572B.03(b), the MUAA applies to all arbitration agreements after August 1, 2011, even if the agreements were entered into before that date.

ground that exists at law or in equity for the revocation of contract." Minn. Stat. § 572B.06(a). Therefore, like the FAA, the revised MUAA provides that the parties may agree that an arbitrator determines arbitrability in the first instance, instead of the district court, as provided in section 572B.06(b).

The district court concluded that the FAA and revised MUAA "clearly establish that a court, not arbitrators, must decide whether a particular issue is arbitrable," unless the parties have agreed otherwise. We agree. The revised MUAA states that the court "shall decide" whether a dispute "is subject to" an arbitration agreement. Minn. Stat. § 572B.06(b). The revised MUAA provides an exception for "a grievance arising under a collective bargaining agreement." *See id.* But the parties' dispute concerns a lease, and not a collective bargaining agreement, so this exception does not apply. The revised MUAA also recognizes that the parties may expressly agree that an arbitrator decides arbitrability. Minn. Stat. § 572B.06(a).

Glacier Park argues that the arbitration provision includes an express agreement to have the arbitrator decide arbitrability. Glacier Park also contends that this court should apply the reasonably debatable standard when interpreting the parties' arbitration provision because the standard "was never tethered to the language of the prior statute." U.S. Steel responds that the FAA and the revised MUAA supersede Minnesota caselaw adopting the reasonably debatable standard.

In *Atcas v. Credit Clearing Corp. of Am.*, the Minnesota Supreme Court announced the "reasonably debatable" standard as one of three principles that courts apply when

deciding whether an arbitrator or the district court is to determine arbitrability. 197 N.W.2d 448, 452 (Minn. 1972). The three principles are:

> (1) If the parties evinced a clear intent to arbitrate a controversy arising out of specific provisions of the contract, the matter is for the arbitrators to determine and not the court. (2) If the intention of the parties is *reasonably debatable as to the scope of the arbitration clause, the issue of arbitrability is to be initially determined by the arbitrators* . . . . (3) If no agreement to arbitrate exists, either in fact or because the controversy sought to be arbitrated is not within the scope of the arbitration clause of the contract, the court may interfere and protect a party from being compelled to arbitrate.

Id. (emphasis added).[2] After *Atcas*, many Minnesota cases repeated and applied the reasonably debatable standard. *See, e.g.*, *Minn. Fed'n of Teachers, Local 331 v. Indep. Sch. Dist. No. 361*, 310 N.W.2d 482, 484 (Minn. 1981) (applying the standard and concluding that "the issue of arbitrability should be initially determined by the arbitrators"); *Dunshee v. State Farm Mut. Auto. Ins. Co.*, 228 N.W.2d 567, 572 (Minn. 1975) (concluding it was "reasonably debatable" whether plaintiff's claim was within the scope of the arbitration

[2] The supreme court's decision in *Atcas* followed its holding in *Layne-Minn. Co. v. Regents of Univ. of Minn.*, 123 N.W.2d 371 (Minn. 1963). In *Layne-Minn. Co.*, the supreme court held that "[w]here the parties are in conflict as to the scope of the provision for arbitration, and the question of the parties' intention as to such scope is reasonably debatable, the problem arises as to whether the court or the arbitrators shall decide the question. We believe in such cases the rule should be, and we hold, that the issue of arbitrability be initially determined by the arbitrators subject to a party's right . . . to challenge such determination subsequent to any award." *Layne-Minn. Co.*, 123 N.W.2d at 376-77. The supreme court stated that "[s]uch a rule is consistent with the purpose and objectives of the Uniform Act," and that "[t]o construe [section] 572.09(a) to authorize a preliminary judicial determination of whether or not the applicant presented an issue referable to arbitration would be to add non-existent language." *Id.* at 377.

clause and therefore the scope of the clause was subject to arbitration); *Gale v. Rittenhouse*, 686 N.W.2d 50, 53 (Minn. App. 2004) ("[I]f the parties' intent is reasonably debatable as to the scope of the arbitration clause, then the arbitrators must initially determine arbitrability.").

At the time the reasonably debatable standard was adopted, the MUAA was silent about who determined arbitrability. *See* Minn. Stat. §§ 572.08, .09(a) (1971). But the legislature amended the MUAA in 2010. *See* 2010 Minn. Laws. ch. 264, art. 1, § 6. And the revised MUAA is not silent about who determines arbitrability—the statute provides for a court to make that determination in the absence of a collective bargaining agreement or the parties' express agreement to have an arbitrator determine arbitrability. *See* Minn. Stat. § 572B.06(a), (b).

In concluding that the reasonably debatable standard conflicts with and has been superseded by the revised MUAA, we rely on the statute's plain statement that "[t]he court shall decide" whether, among other things, "a controversy is subject to an agreement to arbitrate." Minn. Stat. § 572B.06(b). We believe that the Minnesota Supreme Court has already implicitly recognized that the reasonably debatable standard is no longer valid. In 2017, the Minnesota Supreme Court acknowledged that the "the prior Uniform Arbitration Act, in effect until 2011, [] was silent on a district court's authority to determine the arbitrability of a dispute." *City of Rochester v. Kottschade*, 896 N.W.2d 541, 545 n.2 (Minn. 2017). And the Minnesota Supreme Court has not applied the reasonably debatable

standard when interpreting an arbitration provision since 1985.[3] We therefore hold that the revised MUAA, adopted in 2011, supersedes the reasonably debatable standard that was adopted by *Atcas* in 1972. Thus, we decline to apply the reasonably debatable standard to this 2019 dispute over who decides arbitrability.

B. The lease does not provide that an arbitrator determines arbitrability.

Glacier Park next argues that broad language in the lease "shows that the parties intended to delegate questions of arbitrability to the arbitrators." When reviewing arbitration provisions, we "ascertain[] the intention of the parties through examination of the language of the arbitration agreement." *Michael-Curry Cos. v. Knutson S'holders Liquidating Tr.*, 449 N.W.2d 139, 141 (Minn. 1989).

Paragraph (A) of the lease's arbitration provision specifies which disputes are subject to mandatory arbitration:

> In the event that *any disagreement or controversy arises between [Glacier Park] and [U.S. Steel] as to whether* any of [U.S. Steel]'s mining practices conform to the standards stipulated herein, or as to any fact that might affect the determination of royalty payable hereunder, or as to any fact relative to the observance or fulfillment of the terms and obligations hereof by either party, or as to any other matter herein specifically stated to be the subject of arbitration, *then either party may demand that such disagreement or controversy shall be determined by final and binding arbitration in the manner hereinafter provided*.

[3] The supreme court last applied the "reasonably debatable" standard in *Fryer v. Nat'l Union Fire Ins. Co.*, 365 N.W.2d 249, 252-53 (Minn. 1985), when it held that the arbitration panel did not err when it decided whether the insured's claim was arbitrable, because "[w]hen arbitrability is reasonably debatable, the arbitrators may proceed." *Id.* at 252.

(Emphasis added.)

Glacier Park points to language stating that "*any* disagreement or controversy" and "*any* fact relative to the observance or fulfillment of the [lease] terms," shall be "determined by final and binding arbitration." Glacier Park says this language demonstrates that the parties intended that an arbitrator should determine whether a particular dispute is arbitrable. The district court concluded that the arbitration clause did not delegate arbitrability to an arbitrator.

We agree with the district court. The arbitration provision in the lease does not discuss who determines arbitrability. The language relied on by Glacier Park refers to "*any* disagreement or controversy," but narrows that language by saying "as to whether" and then identifies four *types* of disputes subject to arbitration under the lease. The arbitration provision does not state *who* must determine whether a particular dispute is arbitrable. Absent any language stating that arbitrability determinations are made by an arbitrator, we conclude that the decision belongs to the district court under the revised MUAA. *See* Minn. Stat. § 572B.06(b) (providing that "[t]he court shall decide whether an agreement to arbitrate exists or a controversy is subject to" an arbitration agreement). Thus, the district court correctly determined that, because the lease does not provide otherwise, arbitrability of a particular dispute is determined by the court and not the arbitrator.

II. Glacier Park's claim for breach of fiduciary duty is not subject to arbitration under the lease.

Having determined that the district court appropriately decided arbitrability, we now evaluate whether the district court correctly determined that Glacier Park's fiduciary-duty

claim was not subject to arbitration. Glacier Park argues that the "plain language of the arbitration provision" and "cases interpreting similar clauses" demonstrate that the parties intended for this type of claim to be arbitrated. U.S. Steel argues that the scope of the lease's arbitration provision is "delineated precisely," and "limited," and that Glacier Park's caselaw is "factually and legally inapposite."

"[A]rbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit." *Johnson v. Piper Jaffray, Inc.*, 530 N.W.2d 790, 795 (Minn. 1995) (quoting *AT & T Tech., Inc. v. Commc'ns Workers of Am.*, 475 U.S. 643, 648, 106 S. Ct. 1415, 1418 (1986)). "To determine the scope of an arbitration clause, a court examines the language of the agreement." *Churchill Envtl. & Indus. Equity Partners, L.P. v. Ernst & Young, L.L.P.*, 643 N.W.2d 333, 337 (Minn. App. 2002). "In making that determination, courts generally apply state law principles that govern contract formation, to ascertain the parties' intent." *Id.* "Any doubt with respect to the intent of the parties regarding the scope of arbitration should be resolved in favor of arbitration." *Onvoy, Inc.*, 669 N.W.2d at 351. Minnesota appellate courts "have often construed arbitration agreements broadly." *Seagate Tech., LLC v. W. Dig. Corp.*, 854 N.W.2d 750, 761 (Minn. 2014). Whether a party has "agreed to arbitrate a particular dispute is a matter of contract interpretation, which this court reviews de novo." *Churchill Envtl.*, 643 N.W.2d at 335 (quotation omitted).

The arbitration provision is two paragraphs and runs one-and-a-half pages. Paragraph (A) has five clauses quoted previously in this opinion; three clauses articulate a type of "disagreement or controversy" that "shall be determined by final and binding

arbitration," while the fourth clause provides that the parties' lease may specifically require arbitration in another section. The fifth clause states that either party may demand arbitration to address a dispute encompassed by the prior four clauses. The first and second clauses discuss mining practices and royalty payments, respectively, and are not at issue here. The third clause provides, "or as to any fact relative to the observance or fulfillment of the terms and obligations hereof by either party," and the fourth clause states, "or as to any other matter herein specifically stated to be the subject of arbitration."

The district court concluded that paragraph (A) does not address "whether the lease and operating agreement is an enforceable contract," which is the key dispute underlying Glacier Park's claim against U.S. Steel. The district court reasoned that Glacier Park "cites to various federal cases from around the country," but that "[n]one of these cases have the exact language as in the arbitration clause in dispute in this case." The district court also determined that paragraph (A) provided "different areas in which arbitration could be required," but it did not require arbitration for a breach-of-fiduciary-duty claim.

We agree with the district court's interpretation of paragraph (A). None of the four clauses include language that covers a tort claim about the lease's formation or validity. Two clauses discuss narrow types of disputes, such as a disagreements about "mining practices" or "the determination of royalty payable." When the first two clauses in paragraph (A) are read together, the lease requires arbitration for two specific types of disputes, and does not broadly require arbitration.

Glacier Park argues that its claim—that the lease is not valid—falls under the third clause. Our analysis begins with the plain language of the third clause. *See Savela v. City*

of Duluth, 806 N.W.2d 793, 796 (Minn. 2011) (stating "[w]here there is a written instrument, the intent of the parties is determined from the plain language" (quotation omitted)). The third clause states that "any fact relative to the *observance* or *fulfillment* of the terms and obligations" of the lease shall be arbitrated. (Emphasis added.)

Dictionary definitions aid us in interpreting the third clause. "Observance" is defined as "[t]he act or practice of observing or *complying with* a law, custom, command, or rule." *The American Heritage Dictionary* 1216 (5th ed. 2011) (emphasis added). "Fulfillment" is defined as "[t]o meet (a *requirement or condition*)." *Id.* at 708 (emphasis added). Applying these definitions to the third clause, we conclude that it covers disputes about a "fact relative" to "complying with" the "terms and obligations" of the lease or meeting a requirement or condition of the "terms and obligations" of the lease.

Based on these definitions and the language in the third clause, we conclude that the third clause does not include Glacier Park's fiduciary-duty claim. Glacier Park asserts a tort claim that pertains to contract formation or validity of the lease. But the third clause requires arbitration only of disputes about the "fulfillment" of the lease's terms or the parties' "obligations" under the lease. The third clause does not encompass disputes about contract formation or validity.

The fourth clause provides any disputes "herein specifically stated" shall be arbitrated. This clause does not identify another specific type of dispute to be arbitrated. Rather, it provides that disputes or claims shall be arbitrated as specifically provided for in the lease. Thus, the fourth clause does not encompass Glacier Park's claim because the

lease does not specifically state that the parties will arbitrate disputes about contract formation, validity, or breach of fiduciary duty.

In an effort to demonstrate the breadth of the arbitration provision, Glacier Park points to the language in paragraph (B) that permits arbitrators to "grant just and equitable relief" and that "questions of law shall be appealable to a court of competent jurisdiction and Minnesota law shall apply." Glacier Park contends this language shows "that the parties' intended for the arbitrators to have broad authority to decide any disputes." But even if we read paragraph (B) as broadly as Glacier Park contends, paragraph (B) does not address the scope of disputes to be arbitrated; that language is in paragraph (A). In short, which disputes must be submitted to arbitration is governed by paragraph (A), not paragraph (B).

Glacier Park argues that other courts have held that similar arbitration provisions govern disputes about contract formation or validity, relying on federal circuit court decisions in *Houlihan v. Offerman & Co.*, 31 F.3d 692 (8th Cir. 1994), and *Peoples Sec. Life Ins. Co. v. Monumental Life Ins. Co.*, 867 F.2d 809 (4th Cir. 1989). But these cases did not involve language similar to the arbitration provision in the parties' lease.[4]

[4] Glacier Park also cites *ACE Capital Re Overseas Ltd. v. Cent. United Life Ins. Co.*, in which the appellant alleged that the parties' agreement was invalid because of fraudulent inducement and that arbitration of the claim was required under the parties' agreement. 307 F.3d 24, 26-28 (2d Cir. 2002). The Second Circuit determined that the arbitration clause was broad and encompassed appellant's fraudulent-inducement claim. *Id.* at 30. The parties' arbitration provision stated, "As a condition precedent to any right of action hereunder, if any dispute shall arise between the parties hereto with reference to the interpretation of this Agreement or their rights with respect to any transaction involved, whether such dispute arises before or after termination of this Agreement . . . [then] such dispute . . . shall be submitted to [arbitration]." *Id.* at 27. We are not convinced that *ACE*

For example in *Houlihan*, the Eighth Circuit determined that appellant's claim for fraudulent inducement was a challenge to the validity of the contract as a whole, so the claim was subject to mandatory arbitration. 31 F.3d at 695. The parties' arbitration clause expressly applied to "all controversies [between the parties] concerning any order or transaction, or the continuation, performance or breach of this or any other agreement between us, where entered into before, on, or after the date this account is opened." *Id.* at 694. This arbitration clause is distinguishable from the arbitration provision in the parties' lease. The clause in *Houlihan* expressly included "all" disputes that arose "before, on, or after" the parties entered into the agreement, unlike the provision before us. *Id.* at 694.

In *Peoples Security*, appellant alleged that a contract was invalid because of fraudulent inducement and the dispute was subject to arbitration. 867 F.2d 809, 810 n.1, 811 (4th Cir. 1989). The Fourth Circuit held the arbitration clause encompassed appellant's fraudulent-inducement claim because it required arbitration of "[a]ny question, charge, complaint, or grievance believed to constitute a breach or violation" of the agreement. *Id.* at 813-14. *Peoples Security* is inapplicable here because the arbitration provision in the parties' lease has no similar broad language requiring arbitration of "[a]ny question."

In response, U.S. Steel points to cases in which Minnesota appellate courts determined a fraudulent-inducement claim was arbitrable based upon precise language in the parties' agreement, such as *Michael-Curry Cos. v. Knutson S'holders Liquidating Tr.*, in which this court determined that a fraudulent-inducement claim was arbitrable because

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Capital is persuasive here because there is no similar broad language in the parties' arbitration provision that encompasses Glacier Park's fiduciary-duty claim.

the parties had agreed to arbitrate claims arising out of "making" the agreement. 434 N.W.2d 671, 675 (Minn. App. 1989). The supreme court granted review and affirmed this court's decision. 449 N.W.2d at 139. The supreme court relied on the same arbitration clause, which provided, "Any controversy or claim arising out of, or relating to, this Agreement, or the *making*, performance, or interpretation thereof, shall be settled by arbitration." *Id.* at 139-40 (emphasis added). The supreme court determined that the arbitration clause was "sufficiently broad" because "[t]he word 'making' refers to circumstances surrounding formation of the contract," and concluded that appellant's fraudulent-inducement claim was subject to arbitration under the parties' agreement. *Id.* at 139, 142. In contrast, the arbitration provision in this lease does not include the word "making," and is therefore narrower than the arbitration language interpreted in *Michael-Curry Cos.*, 449 N.W.2d 139.

Lastly, Glacier Park offers a hypothetical that it claims "illustrates that the parties' dispute *must* fall within the scope of the arbitration agreement." Glacier Park states that, if it had "simply stopped performing its obligations" under the contract instead of suing for rescission, U.S. Steel would have sued it for specific performance. Glacier Park argues that U.S. Steel's specific performance claim would be "plainly" arbitrable because it involves a dispute about Glacier Park's fulfillment of the terms of the contract. Glacier Park also contends that "[i]t cannot be the case that simply because [it] sued to determine the parties' rights and obligations, rather than wait to be sued, the central issue is transformed from one that is arbitrable to one that is not."

This hypothetical is not persuasive because the claim posited—that Glacier Park did not fulfill its obligations under the lease—is a garden-variety breach-of-contract claim that is covered by the language of the parties' arbitration provision. And breach of contract is a significantly different claim from the breach-of-fiduciary-duty claim that Glacier Park asserts here. *Compare Hansen v. U.S. Bank Nat'l Ass'n*, 934 N.W.2d 319, 327 (Minn. 2019) (stating the elements of a breach of fiduciary duty are duty, breach, causation, and damages), *with Lyon Fin. Serv's, Inc. v. Ill. Paper & Copier Co.*, 848 N.W.2d 539, 543 (Minn. 2014) (stating the elements of a breach-of-contract claim are "(1) formation of a contract, (2) performance by plaintiff of any conditions precedent to his right to demand performance by the defendant, and (3) breach of the contract by defendant" (quotation omitted)). In particular, Glacier Park's claim requires an examination of facts relating to the lease's formation. But there is no language in the arbitration provision indicating that the parties intended for contract-formation disputes to be subject to mandatory arbitration.

D E C I S I O N

The FAA and revised MUAA govern our interpretation of the parties' agreement to arbitrate. Because the revised MUAA provides that a court determines arbitrability unless the parties expressly agree otherwise, we conclude that the revised MUAA supersedes the "reasonably debatable" standard found in Minnesota caselaw predating the 2010 adoption of the revised MUAA. And, because the parties' arbitration provision is silent regarding who decides arbitrability, we conclude that a district court determines arbitrability of the parties' dispute. Finally, the plain language of the parties' agreement to arbitrate requires mandatory arbitration for disputes described in four clauses, but these clauses do not cover

or include Glacier Park's breach-of-fiduciary-duty claim. Thus, the district court did not err in denying Glacier Park's motion to stay litigation pending arbitration.

Affirmed.