1. **Minimum liability limits**

   Minnesota requires motor vehicle owners to have minimum liability insurance of $30,000 for bodily injury to one person in any one accident, $60,000 for injury to two or more persons in any one accident and $10,000 for property damage. *See* Minn. Stat. § 65B.49, subd. 3(1).

   Motor carriers of property must have minimum liability insurance of $100,000/$300,000 for personal injuries and $50,000 for property damage. *See id.* § 221.141; Minn. R. 8855.0450. Motor carriers who transport hazardous materials must maintain the minimum liability insurance required by federal law: $1 million for vehicles with gross weight ratings exceeding 10,000 lbs. or $5 million for carriers operating portable tanks, cargo or hopper-type vehicles with capacities in excess of 3,500 water gallons. *See* Minn. Stat. § 221.141; 49 CFR 387.9.

   Motor carriers of passengers must have minimum liability insurance of $1.5 million of liability insurance if they carry 8 to 15 passengers and $5 million if they carry more than 16 passengers. *See* Minn. Stat. § 221.141; 49 CFR 387.33. Special transportation service providers, such as those who carry elderly or disabled persons, must have minimum coverage of $100,000/$300,000 for personal injuries and $50,000 for property damage. *See id.* § 221.141; Minn. R. 8840.6000.

2. **Negligence laws (Is the jurisdiction a pure contributory negligence state; what type of comparative fault is applicable, etc.?)**

   Minnesota is a modified comparative fault state. A plaintiff cannot recover for his or her percentage of fault. If a plaintiff’s fault is greater than the fault of the person against whom recovery is sought, plaintiff may not recover against that person. If plaintiff’s fault is more than 50%, plaintiff recovers nothing. *See* Minn. Stat. § 604.01, subd. 1.

3. **Bodily injury statute of limitations**

   The statute of limitations for bodily injuries resulting from negligence is six years. *See* Minn. Stat. § 541.05, subd. 1(5). The statute of limitations for wrongful death is three years.
from the date of death and no later than six years from the wrongful act or omission. See Minn. Stat. § 573.02, subd. 1.

4. **Property damage statute of limitations**

   The statute of limitations for taking, detaining, or injuring personal property is six years. See Minn. Stat. § 541.05, subd. 1(4).

5. **Are punitive damages insurable in the jurisdiction?**

   In most instances, a party is prohibited from insuring itself against punitive damages. See Wojciak v. N. Package Corp., 310 N.W.2d 675, 680 (Minn. 1981). But the Minnesota Supreme Court has recognized exceptions to this rule for (1) an award of treble statutory damages for a wrongful discharge claim, see id., and (2) vicariously assessed punitive damages, see Perl v. St. Paul Fire & Marine Ins. Co., 345 N.W.2d 209, 216 (Minn. 1984).

6. **Is there an intrafamily immunity defense?**


7. **Is there a bodily injury damage threshold? If so, what is it?**

   Yes. Under Minnesota’s No-Fault Act, a plaintiff injured in a motor vehicle accident may only bring a liability claim against the other driver if he satisfies one of the following requirements: (1) medical expenses in excess of $4,000; (2) permanent injury; (3) permanent disfigurement; (4) death; or (5) disability for more than 60 days. See Minn. Stat. § 65B.51, subd. 3. If the insured does not reach one of those thresholds, his recovery is limited to the basic economic loss benefits provided by his insurer under Minn. Stat. §65B.44. See id.

8. **What are the quick rules on Subrogation MP/PIP?**

   Under Minnesota’s No-Fault Act, subrogation for PIP claims is permitted when (1) the claim is based on intentional tort, strict or statutory liability, or negligence other than negligence in the maintenance, use, or operation of a motor vehicle, see Minn. Stat. § 65B.53, subd. 3, or (2) the claim involves a commercial vehicle of more than 5,500 pounds curb weight and negligence in the operation, maintenance or use of the commercial vehicle was the direct and proximate cause of the injury at issue, see id., subd. 1.

9. **Are there no-fault laws in the jurisdiction?**

   Yes, Minnesota is a no-fault state. See Minn. Stat. § 65B.41 et seq. Minnesota’s No-Fault Act requires a minimum of $20,000 of personal injury protection and $20,000 for income loss. See Minn. Stat. § 65B.44, subd. 1(a)(1)-(2).

10. **Is the customer’s insurance primary?**
Yes. In ordinary cases, the policy under which the injured person is insured pays the basic economic loss benefits. If the injured person is not insured, the policy under which the involved vehicle is insured pays the benefits. Similarly, in cases involving vehicles operated for business use, or provided to an employee by an employer, the policy under which the vehicle is insured pays the benefits. See Minn. Stat. § 65B.47, subd. 4.

11. Is there a seat belt defense?

No. Proof of the use or failure to use seat belts or a child passenger restraint system is not admissible in evidence, unless the claim involves a defectively designed, manufactured, installed or operating seat belt. See Minn. Stat. § 169.685, subd. 4.

12. Is there a last clear chance defense?

No. The doctrine of last clear chance has been abolished in Minnesota. See Minn. Stat. § 604.01, subd. 1a.

13. Is there an assumption of risk defense?

Yes. Minnesota recognizes the defenses of primary and secondary assumption of the risk. See Bjerke v. Johnson, 742 N.W.2d 660, 669 & n. 5 (Minn. 2007). Primary assumption of the risk arises where “parties have voluntarily entered a relationship in which plaintiff assumes well-known, incidental risks.” Id. (internal quotations omitted). Primary assumption of the risk is a complete defense. Id. Secondary assumption of the risk arises when the plaintiff has made a “voluntary choice to encounter a known and appreciated danger created by the negligence of the defendant.” Id. (internal quotations omitted). Secondary assumption of the risk does not automatically bar a plaintiff’s recovery, but is treated as a form of contributory negligence decreasing the plaintiff’s damages. Id.

14. Is there a UM requirement?

Yes. Minnesota requires separate uninsured and underinsured motorist coverage. See Minn. Stat. § 65B.49, subd. 3a. At minimum, each coverage must include $25,000 for bodily injury to one person in any one accident and $50,000 for injury to two or more persons in any one accident. Id.

15. Is there a physical contact requirement?

No. The Minnesota Supreme Court has held that policy provisions requiring physical contact as a precondition of the “hit-and-run” provision in the uninsured motorist statute are inconsistent with the requirements of Minn. Stat. § 65B.49, subd. 4, and are void as a matter of public policy. See Halseth v. State Farm Mut. Auto. Ins. Co., 268 N.W.2d 730, 733 (Minn. 1978).

16. Is there a mandatory ADR requirement?

Yes. Minnesota’s No-Fault Act provides for mandatory binding arbitration where the claim at the commencement of arbitration is $10,000 or less. See Minn. Stat. § 65B.525. In
addition, except for certain enumerated actions, all civil cases filed in Minnesota district courts are subject to alternative dispute resolution processes. See Minn. Gen. R. Prac. 114.01.

17. Are agreements reached at a mediation enforceable?

   Yes. A mediated settlement agreement is enforceable as long as it “contains a provision stating that it is binding and a provision stating substantially that the parties were advised in writing that (a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights.” Minn. Stat. § 572.35, subd. 1

18. What is the standard of review for a new trial?

   An appellate court reviews a district court’s decision whether to grant a new trial under the abuse of discretion standard. See Moorhead Econ. Dev. Auth. v. Anda, 789 N.W.2d 860, 892 (Minn. 2010).

19. Is pre-judgment interest collectable? If so, at what rate?

   Yes. Prejudgment interest accrues “from the time of the commencement of the action or a demand for arbitration, or the time of a written notice of claim, whichever occurs first.” Minn. Stat. § 549.09, subd. 1(b). For judgments of $50,000 or less, the rate is calculated on a yearly basis and is based on the secondary market yield of one year United States treasury bills. See id. § 549.09(c). For calendar year 2016, the rate is 4%. For judgments over $50,000, the statute provides for an interest rate of 10%. See id. at § 549.09, subd. 1(c)(2).

20. Is post-judgment interest collectable? If so, at what rate?

   Yes. Interest accrues on the unpaid balance of a judgment or award from the time that it is entered or made until it is paid, at the same rate as pre-judgment interest. See Minn. Stat. 549.09, subd. 2.

21. Is there a workers’ compensation exclusive remedy defense?

   Yes. Minnesota’s workers compensation statute provides the exclusive remedy for injury or death of an employee arising out of and in the course of employment. See Minn. Stat. §176.031. In cases of third-party liability where the employer and third-party are engaged in a common enterprise or in the same or related purposes, an injured employee may elect to proceed against the third-party to recover damages or against the employer for workers compensation benefits, but not against both. See id. § 176.061, subd. 1, 4. Otherwise, a plaintiff may file a claim for benefits and sue the third-party, but in that case the workers’ compensation fund is entitled to reimbursement from any amount recovered from the third-party. Id. §176.061, subd. 5.

22. Is the doctrine of joint and several liability applicable?
Yes. Although joint tortfeasors ordinarily are severally liable in proportion to the percentage of fault attributable to each, in certain enumerated circumstances, or where a defendant is deemed more than 50% at fault, joint and several liability applies. See Minn. Stat. § 604.02, subd. 1.

23. **Is there a self-critical analysis privilege?**

This remains an open question in Minnesota. In the case of *In re Parkway Manor Healthcare Ctr.*, 448 N.W.2d 116 (Minn. Ct. App. 1989), the Minnesota Court of Appeals declined to recognize a self-critical analysis privilege. See *id.* at 121. In the case of *State v. Larson*, 453 N.W.2d 42 (Minn. 1990), however, the Minnesota Supreme Court repudiated the premise underlying the Parkway Court’s holding, *i.e.*, that the power to promulgate evidentiary privileges rested exclusively with the Minnesota Legislature. See *id.* at 46, n.3. As a consequence, whether Minnesota would adopt the privilege remains an open question.

24. **Is accident reconstruction data admissible?**


25. **What is the rule on admissibility of medicals paid/reduced vs. total bills submitted?**

Evidence of medical expenses billed to plaintiff is admissible at trial, while evidence of the actual amount of medical expenses paid is not. See *Swanson v. Brewster*, 784 N.W.2d 264, 281-82 (Minn. 2010) (citing Minn. Stat. § 548.251, subd. 5). However, under Minnesota’s collateral-source statute, a defendant may move for a post-trial reduction of a plaintiff’s award by requesting a determination of collateral sources that have been paid for the plaintiff’s benefit, including negotiated discounts. See Minn. Stat. § 548.251, subd. 2; *Swanson* 784 N.W.2d at 268.

26. **What is the jurisdiction’s rule on offers of judgment?**

At any time up to ten days before trial, a party may serve either of two types of offers—a damages-only offer or a total-obligation offer. See Minn. R. Civ. P. 68.01(a). Unlike a damages-only offer, a total-obligation offer includes then-accrued applicable prejudgment interest, costs and disbursements, and attorney fees, if allowed. *Id.* at 68.01(c)-(d). Acceptance of an offer must be made within ten days of service, during which time the offer is irrevocable. *Id.* at 68.02(a). After ten days, the offer is deemed withdrawn. *Id.* at 68.02(d). If the offeree does not accept the offer, and the relief afforded at trial is less favorable than the offer, the offeree must pay the offeror’s costs and disbursements incurred subsequent to the date of offer. *Id.* at 68.03(b). Applicable attorney fees are not affected by this rule. *Id.*

27. **What is the jurisdiction’s rule on spoliation of evidence?**

Minnesota does not recognize an independent tort for spoliation of evidence. See *Federated Mut. Ins. Co. v. Litchfield Precision Components, Inc.*, 456 N.W.2d 434, 437 (Minn. 1990). However, courts have considerable discretion to grant sanctions when, regardless of
intent, a party disposes of evidence that it knows, or should know, should be preserved for pending or future litigation. See Patton v. Newmar, 538 N.W.2d 116, 118-19 (Minn. 1995).

The propriety of a sanction for the spoliation of evidence is determined by the prejudice resulting to the opposing party. See Hoffman v. Ford Motor Co., 587 N.W.2d 66, 71 (Minn. Ct. App. 1998). Prejudice is determined by considering the nature of the item lost in the context of the claims asserted and the potential for correcting the prejudice. Patton, 538 N.W.2d at 119. Potential sanctions include: (1) adverse inference jury instructions, see Litchfield Precision Components, 456 N.W.2d at 436; (2) monetary sanctions, see Multifeeder Tech., Inc. v. British Confectionery Co., No. 09-1090 (JRT/TNL), 2012 U.S. Dist. LEXIS 132619, at *34 (D. Minn., Sep. 18, 2012); Capellupo v. FMC Corp., 126 F.R.D. 545, 552 (D. Minn. 1989); (3) a finding of civil contempt, see Multifeeder Tech., Inc., 2012 U.S. Dist. LEXIS 132619, at *34; and (4) exclusion of evidence related to the spoliated evidence, see Patton, 538 N.W.2d at 117; Hoffman, 587 N.W.2d at 71. Dismissal of a claim or defense may be warranted in extreme circumstances, but is seldom invoked as a spoliation sanction. See Capellupo, 126 F.R.D. at 552.

28. Are there damages caps in place?

Minnesota does not have any damages caps.

29. Is CSA 2010 data admissible?

No cases have specifically addressed whether CSA 2010 data is admissible. However, trial courts have wide discretion in determining relevant evidence. Raleigh v. Ind. Sch. Dist. No. 625, 275 N.W.2d 572, 576 (Minn. 1978).

30. Briefly, does the jurisdiction have any unique rules on electronic discovery?

Minnesota’s rules pertaining to discovery of electronically stored information are substantively identical to the federal rules. See, e.g., Minn. R. Civ. P. 16.02(d), 26.02(b)(2).

31. Is the sudden emergency doctrine recognized in the jurisdiction?

Yes. A jury instruction on the sudden emergency doctrine “should always be given where it is consistent with the theory of one of the parties to the action and where the evidence submitted by such party would sustain a finding that he had been confronted with a sudden peril or emergency and acted under its stress.” Gran v. Dasovic, 147 N.W.2d 576, 579 (Minn. 1966)

32. Are there any rules prohibiting or limiting the use of the reptile theory at trial?

Although Minnesota Courts have not specifically addressed whether its evidentiary rules prohibit “reptile theory” arguments, they have used them to exclude evidence of public safety violations unrelated to the alleged negligent act. For example, in Carlson v. Riemenschneider, No. A06-106, 2007 Minn. App. Unpub. LEXIS, at *9-10 (Minn. Ct. App. Feb. 13, 2007), the Court relied on Rule 403 to exclude evidence that the defendant dentist had violated numerous safety, sanitary and infectious disease control measures during the period at issue. The Court reasoned that “the jury might infer that respondent was negligent in this case based on facts determined by the [Minnesota Board of Dentistry] in other matters.” The Court also excluded,
pursuant to Rule 404(b), evidence of four prior malpractice lawsuits brought against the defendant because the “jury could wrongfully conclude that if respondent is accused of malpractice in other matters, then he must be liable for malpractice in the present case.” *Id.*

Moreover, Minnesota has long disapproved of so-called “Golden Rule” arguments, whereby counsel invites the jurors to place themselves in the plaintiff’s shoes and award such damages as they would wish if they were in the same position. *See, e.g., Colgan v. Raymond,* 275 Minn. 219, 225 (1966). Unless made during the punitive damages phase of trial, arguments that the jury should “send a message” with its verdict also are improper. *Bieber v. Stuart Mgmt. Corp.,* No. C5-94-2272, 1995 Minn. App. LEXIS 671, at *7 (Minn. Ct. App. May 23, 1995).

33. **What are the jurisdictional limits of Minnesota’s civil courts?**

Minnesota’s small claims court, which is referred to in Minnesota as Conciliation Court, may only hear claims that do not exceed $15,000. *See Minn. Stat. § 491A.01* Minnesota’s District Courts have jurisdiction over all civil actions within their respective district, regardless of the amount in controversy. *See Minn. Stat. § 484.01.*

34. **Are state judges elected or appointed?**

Minnesota state court judges are elected. However, the Governor, through a judicial selection committee, may appoint judges to fill vacancies.