Selected October 1 2026 Review Hearing Pages

Precision Locating, LLC and Arvig Enterprises, Inc. v. Martin D. Starkebaum

Minnesota District Court, Seventh Judicial District, Otter Tail County

Court file 56-CV-25-198
Document index 231

Hearing date October 1, 2026

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STATE OF MINNESOTA DISTRICT COURT

COUNTY OF OTTER TAIL SEVENTH JUDICIAL DISTRICT

- -

Precision Locating, LLC,
Arvig Enterprises, Inc.
Plaintiffs,

vs.

Martin D Starkebaum,
Defendant.

Appellate Court File: N/A
District Court File: 56-CV-25-198

Transcript of Proceedings

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REVIEW HEARING

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The above-entitled matter came before the Honorable Kevin M. Miller, Judge of District Court, at the Otter Tail County Courthouse, Fergus Falls, Minnesota, on October 1, 2026, via Zoom technology.

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APPEARANCES

For the Petitioners: Kurt Erickson
Colin Abress
80 S. 8th Street, Ste 1300
Minneapolis, MN 55402-2136
Lori Meader also appeared.

For the Defense: Vincent John Ella
One Southwest Crossing
11095 Viking Drive, Ste 420
Eden Prairie, MN 55344
The Defendant also appeared.

Dana Eifert
Official Court Reporter

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(Proceedings commenced.)

THE COURT: All right. At this time, the Court will call Precision Locating, Arvig Enterprises versus Martin Starkebaum, 56-CV-25-198. I have Mr. Erickson. I have Mr. Abress. I have Mr. Ella and Mr. Starkebaum.

I put this matter on -- I'll just, I know that letter came in about time crunch and everything else. I can disclose to everybody right now I am also our master court judge here in Otter Tail County, which means I start my in-custody hearings in about thirteen minutes. I wanted to put this on quick to kind of get a status. See how much time I would need to look for calendaring purposes. I know this was alerted, or the issue came up a couple weeks ago, or whatever it was; I had a five-day jury and then a judicial conference last week. So this was the first, kind of, little spot I could kind of push in, just to get this update to kind of figure out how long we would need. Or the parties believe we would need to try to discuss things further because I didn't want it sitting and lingering.

So I'm going to start, Mr. Erickson, thoughts that you have for me today? Just kind of on that. I know you had sent that correspondence in and we tried to reach out, but things happen fairly quick --

MR. ELLA: Your Honor --

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THE COURT: -- Oh, go ahead. Somebody's --

MR. ELLA: Your Honor, I believe --

UNIDENTIFIED VOICE: (Indiscernible).

MR. ELLA: -- we sent the first initial letter.

THE COURT: -- Oh, I --

MR. ELLA: -- But if Mr. Erickson goes first, I just want to make sure, because of the time crunch, that I have five minutes allocated.

THE COURT: All right. If you were the first one, I apologize. I've been -- I've been on the treadmill this morning, as far as hearings, and I had some quick notes down.

Mr. Ella, if you were the one that sent the first letter, you may go first.

MR. ELLA: Thanks, Your Honor. I just want to remind the Court that this whole thing started after my client agreed to a non-disparagement in a previous settlement agreement, and then was sued for a statement that he did not make. That is relevant because both sides are understandably wary about the language of a new non-disparagement agreement. And now Precision is even threatening a new suit in its letter.

We agreed to core terms up in Fergus, but it was expressly not binding and not on the record, and I don't think we have a recording. So we are very, very, very

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close to the substantive terms of a resolution. But we have not been able to agree on the language of a settlement agreement. Plaintiff has presented a seventy-seven-page settlement document. We object to the non-disparagement clause, the language, and the inclusion of the previous settlement agreement as not being void. We're not -- in my opinion, we tried to work through the language issues, counsel-to-counsel. We were not successful. To me the -- I think it would be a tremendous waste of resources to go to trial. To me, the real only next step would be for the Court to order us to mediation to hash out the language issues.

MR. ERICKSON: Can I respond, Judge?

THE COURT: Yep. Mr. Ella, -- let me just, Mr. Ella, are you finished with your statement?

MR. ELLA: Yes, Your Honor.

THE COURT: All right. Mr. Erickson.

MR. ERICKSON: Yeah. We don't agree that the Plaintiff, excuse me, that the Defendant, Mr. Starkebaum, did not defame Precision and Arvig. For all the reasons stated in the jury instructions, in the cases we've cited, in for example, the declarations from Mr. Mayen with regard to this. It's clear that he participated in not only violating the previous settlement agreement but also in committing common law defamation. So we don't

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like the example. I don't think the example's helpful. My clien-- I mean, here's the deal. Both sides, this is the core issue, because this is where the case came from. My client doesn't want to get sued again, believe me. He's been just traumatized by this whole thing. So both sides are concerned about the language of the non-disparagement going forward, which makes complete sense. My client tells me, I don't understand why this can't be a one-page document. Now, I get why it has to be a few more pages, but seventy-seven pages is kind of the other extreme. And I think that there's just two different viewpoints. One is that if we make it longer and more complicated, we can avoid issues. And the other is, let's just keep to the core terms. I would just say that Plaintiff agrees not to defame- or disparage Defendants, and Defendants agree not to disparage Plaintiff. I don't like the examples, and the, you know, the complexity of what they're proposing. But we're -- I, I just don't think we're going to be able to work out the language on our own. And the only solution other than going to trial, which would be ridiculous, is to have a mediator with a laptop who can just get us through the language issue.

THE COURT: Yeah, it looks --

MR. ERICKSON: Judge --

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THE COURT: -- to me, I mean the agreement itself is really sixteen pages with --

MR. ERICKSON: Yeah.

THE COURT: -- exhibits attached. Isn't that --

MR. ERICKSON: That's correct, Judge.

THE COURT: Okay. I just --

MR. ELLA: That's --

THE COURT: -- make sure I was -- I mean, isn't that -- isn't that really, I mean, and really it would be fifteen pages if you take away that last page of signature lines.

I mean, Mr. Ella --

(Multiple speakers talking at once, indiscernible.)

THE COURT: -- Would you disagree with that, Mr. Ella? That that's --

MR. ELLA: No, I would not.

THE COURT: Okay.

MR. ERICKSON: Judge, and the only thing I would add is, we've been to mediation in this case twice. We went to mediation with a gentleman from Detroit Lakes, and then we mediated before Judge Mark W. Bennett, a retired federal district court judge. Weren't able to get anywhere with that. We're not interested in going back to mediation. If we have to try the case, then

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let's try the case. That's why I sent the letter with regard to getting back on your, on your schedule. Am I happy about that? Is my client happy about it? No. But we're not going to go and listen -- you know, part of the issue here is this, which is, the examples are rooted in what's actually happened in the case and what was proposed to happen in the case. That's what the examples do. They make it as crystal clear as possible: do this or don't do that. And here's what you can do, and here's what you can't. So that we're not back here. And the answer to that is, we won't do that. And the answer, you know, I mean, I think it's got to be very clear to the Court at this point that Mr. Starkebaum doesn't believe that this Court will take this case to trial. And as a result, we're going to sit here spinning our wheels and go to mediation. We're not willing to pay fifty percent for a third mediation. We paid for the first one. On the second one, I believe, it was -- even though Mr. Starkebaum and his attorney were at the mediation -- I believe the only people who paid for that mediation were the Plaintiffs and Mr. Mayen. Even though Mr. Starkebaum was at that one, I think he left the mediation before the mediation concluded, at the direction, by the way, as I understand it, of Judge Bennett. So he didn't leave without getting the

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mediator's consent, but that's just, that's just an opportunity to spend more money and more time without moving forward and getting the case resolved one way or another.

THE COURT: All right. I'm going to take a look at this. I'll get some thoughts out here as quickly as possible for the parties and look at my scheduling going forward, so we can address some of these. And if it moves towards trial, we'll get that figured out. If we get it -- otherwise, I make a decision, and we get that figured out too.

So, I'm going to take a look at this. Like I said, I've been -- I've been chasing myself for a few weeks because of the calendar, but I'll get something out here to the parties on this one as quickly as possible, and we'll do our best to make it work with everybody's calendars too because just because I can shove it into mine doesn't mean you guys don't have obligations of your own. So we'll be cognizant of that too.

MR. ERICKSON: Thank you, Judge.

THE COURT: All right. Thank you, everyone, and that will conclude the hearing here today.

MR. ERICKSON: Thank you, Judge.

MR. ELLA: Thanks, Your Honor.

(Proceedings concluded.)

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STATE OF MINNESOTA DISTRICT COURT

COUNTY OF OTTER TAIL SEVENTH JUDICIAL DISTRICT

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REPORTER'S CERTIFICATION

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I, Dana Eifert, hereby certify that I am an official court reporter in the Seventh Judicial District of the State of Minnesota; that as such reporter I digitally recorded the proceedings in the above-entitled action; that I thereafter transcribed to typewriting the foregoing transcript from the digital recordings taken in Otter Tail County, Minnesota on October 1, 2026; and that the foregoing transcript consisting of eleven (11) pages, constitutes a full, true, and accurate transcription of said proceeding.

Dated: October 25, 2026

/s/ Dana Eifert
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