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**STATE OF MINNESOTA
IN COURT OF APPEALS**

A19-1064

A19-1067

In re the Guardianship of:
Jack Earl Kestner, Ward.

Filed March 23, 2020

Affirmed

Rodenberg, Judge

Hennepin County District Court
File No. 27-GC-PR-17-371

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Karen Huntington Earl)

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LLC)

Considered and decided by Rodenberg, Presiding Judge; Smith, Tracy M., Judge;
and Bryan, Judge.

UNPUBLISHED OPINION

RODENBERG, Judge

Appellant/cross-respondent Karen Huntington Earl (appellant) challenges the district court's award of guardianship and attorney fees to respondent/cross-appellant Guardian and Conservator Services, LLC (respondent) in its January 24 order. Appellant also challenges the district court's award of additional fees in its July 10, 2019 order.

Appellant argues that the district court erred because Minn. Stat. §§ 524.1-101 to .8-103 (2018) and the parties' written agreements do not require that she pay respondent's attorney fees, a portion of the awarded attorney fees were unrelated to the ward's benefit, the attorney fees should not have been awarded at the hourly rate used by the district court, and some of the guardianship fees were awarded outside the effective dates of the parties' written agreement. Respondent challenges by notice of related appeal the district court's partial denial of claimed guardianship fees. We affirm.

FACTS

Appellant and her ex-husband, P.K., have a son, J.E.K., who has been diagnosed with autism spectrum disorder. J.E.K. "has an extremely limited ability to communicate his needs" and "needs full prompts and assistance for all aspects of self-care and daily living." J.E.K. turned 18 years old in February 2018, and both parents agreed that a guardian needed to be appointed for J.E.K.

The need for a guardianship arose in the context of a prolonged period of contention between appellant and P.K. concerning their son, the details of which need not be set forth in detail here. It is sufficient to note that, from the outset, this was anticipated to be a high-conflict guardianship case. That shared prediction proved accurate.

Appellant and P.K. agreed in a written stipulation, approved by a subsequent district court order, that appellant and respondent would serve as J.E.K.'s co-guardians. Respondent, a limited liability company that provides professional guardianship services, is owned by R.R. The stipulation recites that appellant "has elected to pay personally for [respondent's] services." Appellant, P.K., and R.R. signed the stipulation. The district

court approved and adopted the stipulation by reference in its March 1, 2018 order appointing co-guardians.

The district court's March 1, 2018 order appointed appellant as "General Co-Guardian" and respondent as "Limited Co-Guardian." The district court ordered appellant and respondent to share four of the seven powers and duties enumerated in Minn. Stat. § 524.5-313(c): (1) establishing J.E.K.'s place of abode, (2) giving or withholding consent for J.E.K.'s medical and professional care, (3) exercising supervision authority over J.E.K., and (4) applying for government benefits or services on J.E.K.'s behalf. The order required appellant and respondent to "exercise all shared powers jointly." The district court ordered that appellant would have the three remaining powers and duties: (1) providing for J.E.K.'s care, comfort, and maintenance needs, (2) taking reasonable care of J.E.K.'s clothing, furniture, vehicles, and other personal effects, and (3) approving or withholding approval for any contract J.E.K. may make. Minn. Stat. § 524.5-313(c).

Appellant and respondent executed a service agreement on March 5, 2018, that outlined the scope of guardianship services that respondent would provide. It also identified respondent's compensation and other terms. The service agreement stated that respondent would provide services for the benefit of J.E.K. at \$100 per hour charged in six-minute increments, and that appellant would pay for "charges, materials and expenses associated with any service provided, which includes but [is] not limited to: Guardianship Duties, Guardianship Attorneys, etc." The service agreement stated that it would "begin on appointment letters [being] issued by the probate court estimated to be 2/26/2018 and will remain in full force and effect until Co-guardian is discharged by the court."

In March 2018, respondent retained an attorney at an hourly rate of \$250 “to represent it in the guardianship.”

I. First motion to compel and subsequent order

Respondent invoiced appellant for its services in February 2018, and appellant made a \$750 payment. But appellant refused to pay subsequent invoices. On June 12, 2018, respondent moved to compel payment of its guardianship fees, costs, and attorney fees. Appellant opposed the motion. A hearing on these issues was scheduled for November 7 and 8, 2018.

Unrelated to the motion to compel, respondent, P.K., and J.E.K.’s attorney became concerned about appellant’s ability to cooperate with respondent pursuant to the district court’s order appointing co-guardians. On August 10, 2018, the district court held an attorneys-only telephone conference. The parties’ attorneys, J.E.K.’s attorney, and P.K. (who is a practicing attorney and represented himself) appeared.

That day, the district court issued an order appointing respondent as temporary substitute guardian with authority to perform all seven statutory powers and duties and ordered that appellant’s guardianship duties be “suspended for the duration of this Order.” The district court found that appellant was not “performing her duties effectively” and that the “protection of the welfare of the Ward requires immediate action.” The district court also found that appellant “prevented [respondent] from performing its duties,” noting that

“[i]t is clear to the Court that the [appellant] and [respondent] are not able to work cooperatively in the best interest of the Ward.”¹

At the November 7 and 8 hearing on respondent’s motion to compel, respondent requested fees in the amounts of \$65,567 (guardianship fees) and \$31,738.85 (attorney fees) incurred between March and October 2018. Appellant, R.R., and respondent’s attorney testified. The district court received 29 exhibits. Copies of respondent’s invoices for guardianship services from the relevant period were received in evidence. The invoices contained a list of services, itemized by service date, brief description of services, time spent, and amount charged. Eight invoices for the services of respondent’s attorney were received in evidence. Each identified the services rendered, itemized by service date, brief description, and hours spent on the invoiced task.

On January 24, 2019, the district court issued a written order (first fee order), which contained 133 findings of fact and 20 conclusions of law, partially granting respondent’s motion to compel. It ordered appellant to pay respondent \$11,249.64 for respondent’s guardianship fees and \$28,101.35 for attorney fees, for a total of \$39,350.99.

Concerning guardianship fees, the district court stated that it “questions many billing entries” and “the total amount billed by [respondent].” The district court made detailed findings about specific billing entries in each of the invoices. The district court found that respondent charged one-tenth of an hour for each email regardless of the amount

¹ Appellant also moved to reinstate custody and parenting time and, in an October 2018 order, the district court permitted appellant to have a minimum of three supervised visits with J.E.K. per week.

of time spent reviewing the email, did not provide an explanation for the time billed for receiving and sending emails, and failed to provide copies of all emails sent or received. The district court noted that “[b]ased on the high conflict nature and parental involvement in this case, it is clear that [respondent] spent . . . significant time working on this case.” The district court ultimately disallowed \$54,317.36 of respondent’s requested guardianship fees.

Concerning attorney fees, the district court found that appellant did not dispute the reasonableness of the attorney hourly rate or the number of hours billed and that “[o]verall, the time billed by [respondent’s attorney] appears appropriate and necessary to represent [respondent] in this matter.” The district court identified specific billing entries that it reduced and provided an explanation for each reduction. The district court disallowed \$3,637.50 of respondent’s requested attorney fees.

Respondent moved for a new trial or amended findings on the first fee order. Appellant opposed the motion. The district court denied respondent’s motion.

II. Guardianship arrangement proceeding

A two-day hearing concerning the guardianship arrangement occurred in January 2019. Appellant moved to remove respondent as guardian, and the district court considered its own motion to determine if the guardianship arrangement set by the stipulation was in J.E.K.’s best interest.

In a written order issued February 1, 2019, the district court appointed respondent as J.E.K.’s successor guardian with all seven statutory powers and duties, ordered appellant “discharged as General Co-Guardian of [J.E.K.],” concluded that the parties were no longer

bound by the original stipulation, and ordered that payment for guardianship services “shall [after the order] be made pursuant to the Order Granting *In Forma Pauperis* Application filed on September 18, 2017.”

III. Second motion to compel and subsequent order

On March 12, 2019, respondent filed a second motion to compel payment of guardianship and attorney fees incurred from November 2018 to January 2019. Respondent requested \$18,725.82 in guardianship fees and \$10,313.85 in attorney fees. A hearing was held on April 12, 2019. The district court received thirteen exhibits and heard testimony from appellant and R.R. On July 10, 2019, the district court issued a written order (second fee order) in which it partially granted respondent’s motion and ordered appellant to pay respondent \$10,811.95 in guardianship fees and \$6,075 in attorney fees, for a total of \$16,886.95.

Concerning guardianship fees, the district court observed that respondent was not “entitled to unfettered, unquestioned billing” and that appellant “is entitled to know the basis for all charges.” The district court found that section four of the service agreement provided for “itemized monthly invoice” of its services and that “[b]ulk billings by which individual services provided cannot be determined are not allowed under the Service Agreement.” The district court analyzed each invoice, along with respondent’s exhibit 19, which provided brief explanations for some invoiced charges. The district court excluded charges for services rendered in October that appeared on the November invoice because “[t]he Service Agreement specifies that [respondent] will provide itemized *monthly*

invoices,” excluded charges for tasks not related to guardianship duties, and excluded entries it found to be duplicative or insufficiently precise.

Concerning respondent’s charges for emails, the district court found that “[respondent] has completely failed to prove the number of emails sent or received and whether its billing for emails is appropriate.” The district court was unable to “determine which emails were included in the invoices.” It found that respondent’s “method for determining the number of emails sent and received during a month is unreliable” and that many emails provided to the court were duplicative. The district court disallowed \$7,913.87 in requested guardianship fees.

Concerning attorney fees, the district court found the fees were “reasonable and necessary” but addressed a few specific charges and made reductions for what it found to be duplicate billings or inaccurate descriptions. The district court reduced some fees that it determined were related to litigating the second motion to compel and disallowed a total of \$4,238.85 from the requested attorney fees.

These consolidated appeals follow.

D E C I S I O N

The guardian bears the “burden of providing evidence to support fee requests.” *In re Guardianship of Doyle*, 778 N.W.2d 342, 351 (Minn. App. 2010) (citation omitted). “A district court’s decision as to the reasonable value of a conservator’s or guardian’s services is a question of fact that will not be set aside unless clearly erroneous.” *Id.* We review the district court’s award or denial of attorney fees for an abuse of discretion. *In re Conservatorship of Miller*, 642 N.W.2d 75, 77 (Minn. App. 2002).

I. The district court did not clearly err in its award of attorney fees and guardianship fees.

Appellant argues that the district court erred by awarding attorney fees for four reasons. Appellant argues that the district court erred when it determined that Minn. Stat. §§ 524.1-101 to .8-103 and the parties' stipulation and service agreement required appellant to reimburse respondent for attorney fees, when it awarded attorney fees unrelated to J.E.K.'s best interest, when it awarded guardianship fees before and after the service agreement's effective dates, and when it awarded attorney fees at an improper hourly rate. We address each argument in turn.

A. Stipulation and service agreement

Appellant argues that the district court "awarded fees to [respondent's attorney] pursuant to Minn. Stat. § 524.5-502(b)" and that the statute "does not obligate [appellant] to compensate [respondent's attorney] for those services."

The district court recognized that lawyers are ordinarily "entitled to compensation from the protected person's estate or from the county." But, because appellant "signed the Stipulation and agreed to pay personally for [respondent's] services" and signed "the Service Agreement that requires [appellant] to pay [respondent's attorney] fees related to the services [respondent] provides the Ward," appellant bears contractual responsibility for respondent's fees. The district court acknowledged that respondent's attorney performed services that qualify for reimbursement under Minn. Stat. § 524.5-502(b) but concluded that the parties' stipulation and services agreement require appellant to pay the fees.

We agree with the district court that the service agreement governs appellant's obligation to compensate respondent for its attorney fees. Appellant's obligation to pay respondent's fees arises not by statute, but instead from the parties' contract.

Next, appellant argues that the district court erred when it determined that the service agreement and stipulation required appellant to pay respondent's attorney fees because "[w]hen read together, these documents are ambiguous as to whether they allow recovery of legal fees." Respondent contends that the service agreement is unambiguous.

Whether contractual language is ambiguous is a question of law that we review de novo. *Pioneer Peat, Inc. v. Quality Grassing & Servs., Inc.*, 653 N.W.2d 469, 474 (Minn. App. 2002). Contract language is ambiguous if the language itself, without extrinsic evidence, is reasonably susceptible to more than one meaning. *Id.* at 473. "When the language is clear and unambiguous, we enforce the agreement of the parties as expressed in the language of the contract." *Storms, Inc. v. Mathy Const. Co.*, 883 N.W.2d 772, 776 (Minn. 2016) (citation omitted).

Turning to the contract, section four provides that, "Customer will provide compensation for all charges, materials and expenses associated with any service provided, which includes but not limited to: Guardianship Duties, Guardianship Attorneys, etc." This language unambiguously references guardianship attorneys and unambiguously requires appellant to compensate respondent for "Guardianship Attorneys." We conclude that the unambiguous language of the service agreement obligates appellant to pay respondent's attorney fees.

B. Attorney fees unrelated to J.E.K.'s benefit

Appellant argues that the district court awarded respondent attorney fees related to its motion to compel and that these fees were not incurred for services that benefitted J.E.K. as required by Minn. Stat. § 524.5-502(b) (permitting compensation if the “necessary services have been provided for the benefit of the ward”).

It appears that the district court may have awarded some attorney fees in the first fee order related to collecting respondent’s guardianship fees, but we nevertheless discern no clear error or abuse of discretion by the district court.

“The reasonable value of compensation or reimbursement is a question of fact,” and we review a district court’s factual findings “under the clearly erroneous standard.” *In re Stisser Grantor Tr.*, 818 N.W.2d 495, 507 (Minn. 2012). “[W]e take[] the view of the evidence which is most favorable to the [district] court’s findings and defer to the district court’s opportunity to assess the credibility of witnesses.” *Id.* (alteration in original) (citation and quotation omitted). “Findings of fact are not clearly erroneous unless we are left with the definite and firm conviction that a mistake has been made.” *Id.* (quotation omitted). And, it is appellant’s burden to show error on appeal. *Midway Ctr. Assocs. v. Midway Ctr., Inc.*, 237 N.W.2d 76, 78 (Minn. 1975).

In her brief to this court, appellant identifies 39 entries from respondent’s attorney’s invoices that she argues were “related solely” to respondent’s attorney’s “efforts to collect his and [respondent’s] fees.” Outside of merely listing entries from the invoices, appellant does not further demonstrate how the identified entries relate solely to litigating the motion to compel. Appellant cites no specific total of erroneously awarded fees and cites no record

evidence in support of her argument that the fees were related to solely litigating the motion to compel. *Midway Ctr. Assocs.*, 237 N.W.2d 76 (“It is well to bear in mind that on appeal error is never presumed.” (quotation omitted)).

As discussed, appellate courts defer to the district court’s determination of fees unless the determination is infected with clear error. *Stisser*, 818 N.W.2d at 507. The district court carefully reviewed each of respondent’s attorney’s invoices and provided reasoning when it disallowed fees. Although the district court explicitly stated in the second fee order that it was disallowing fees that did not benefit J.E.K., perhaps suggesting a slightly different approach than it took in the first fee order, that does not, without more, demonstrate that clear error infects either order.

We affirm the district court’s award of fees in the first fee order because appellant fails to demonstrate clear error on appeal and we defer to a district court’s factual findings “unless we are left with the definite and firm conviction that a mistake has been made.” *Id.* We have no such definite and firm conviction on this complex record, the district court’s mastery of which is evident to us.

C. Award of attorney fees at \$250 per hour

Appellant argues that even if she is responsible for any amount of attorney fees, we should remand for the district court to recalculate the fees at a maximum hourly rate of \$100 because that was the rate identified in the service agreement.

Two statements in the service agreement are helpful to our analysis. First, the service agreement provides that “Service Provider will charge \$100 per hour, charging in 6-minute increments for all phone calls, received text messages, emails, research, travel

time, court time and any other time spent on this case.” That provider is respondent. This language does not indicate that services of any attorney respondent hired will be billed at a rate of \$100. Second, the service agreement separately required appellant to pay the “Guardianship Attorneys” in the list of “expenses associated with any service provided.”

Because the agreement states that the “service provider” will bill for its services at a rate of \$100 and contains nothing to indicate that guardianship attorneys would be billed at that same rate, we see no error in the district court having awarded respondent’s attorney fees at what it found to be a reasonable hourly rate of \$250.

D. Guardianship fees awarded before March 1 and after August 10

Appellant argues the district court erred when it awarded guardianship fees incurred before March 1, 2018, because the service agreement was not effective until that date, and that it further erred when it awarded guardianship fees after August 10, 2018, because appellant’s obligations under the service agreement had been materially altered.

The district court did not award guardianship fees incurred before March 1. Appellant had already paid the February invoice without any order of the district court. The district court denied appellant’s request to be *reimbursed* for that payment and denied appellant’s request that the payment be a credit against later charges. It found that appellant had “paid \$741.61 toward the [February 2018] invoice balance,” that the charges were “to assist in establishment of the guardianship,” that “[t]he entire balance of the February 2018 invoice is covered by [appellant’s] partial payment and the subsequent write-off,” and that this invoice “will not be addressed further.” The record supports these findings in all

respects. We see no error in the district court's determination that appellant is not entitled to a refund or credit for her voluntary payment made for respondent's services in February.

Appellant argues that the district court's award of guardianship fees for periods after August 10 was erroneous for two reasons. First, appellant argues that the district court's suspension of her general guardian duties materially altered her obligation to pay under the service agreement and that she "never agreed to pay for the services of [respondent] in the role of sole guardian." Second, appellant argues that the district court erred when it concluded that its August order did not discharge either party from its co-guardian duties.

The district court's determination that its August order "merely suspended" appellant's duties, that appellant "was not discharged as Co-Guardian of the Ward," and that appellant was required to pay respondent's guardianship fees pursuant to the service agreement are supported by the record and are not clearly erroneous.

In the service agreement, appellant is identified as "(Parent/Co-Guardian for [J.E.K.]), herein referred to as 'Customer'" and respondent is identified as "Service Provider." Section two of the service agreement states that the agreement ends when "Co-guardian" is discharged by the court. Section four of the service agreement requires appellant to compensate respondent for "all charges, materials and expenses associated with any service provided," and GCS performed guardianship services in reliance on the service agreement. No provision of the agreement contemplates that respondent would not be paid in the event of a suspension of appellant. The agreement plainly contemplates that appellant would be responsible for all of respondent's reasonable fees for guardianship services.

Appellant argues that the term “discharge” is ambiguous and that we should look to the dictionary definition, the service agreement as a whole, and appellant’s testimony that she expected to pay \$500 a month in guardianship services to interpret the term. But the term “discharge” is not ambiguous. In its August order, the district court “suspended” appellant’s status. It did not discharge appellant until its February 1, 2019 order, in which the district court also terminated the service agreement between the parties. The district court’s finding concerning the date of appellant’s discharge conforms to the parties’ unambiguous agreement.

II. The district court did not clearly err when it partially denied respondent’s request for guardianship fees.

Respondent argues on appeal that the district court erred when it disallowed some of its requested guardianship fees and that the district court misunderstood respondent’s charging practices. Respondent also challenges specific district court findings.

“The burden of providing evidence to support fee requests lies with the guardian/conservator.” *Doyle*, 778 N.W.2d at 351. “A guardian is entitled to reasonable compensation for services as guardian and to reimbursement of expenditures made on behalf of the ward” Minn. Stat. § 524.5-315(a).

Respondent appears to challenge two aspects of the district court’s orders reducing its fees.

First, respondent argues that the district court “invited summary-type presentations” of evidence but then later “adopted [a] detailed but speculative rationale to deny fees for the large bulk of the work performed.” The district court identified specific emails

appearing on invoices that lacked explanations. It found that respondent did not provide copies of any of the emails for which it billed in March, April, May, June, July, August, September, and October. The district court found that respondent did not submit copies of emails to support bulk email charges on its invoices.² The record does not contain explanations for these emails or copies of them. Respondent argues that there was time spent to write and read these emails. But without explanations or copies, the district court was unable to determine whether the charges were reasonably necessary. The district court's determination to not award fees for these emails is supported by the record and is not clearly erroneous.

Respondent argues that appellant had the emails and could have offered her own evidence concerning the emails. Respondent cites *Butt v. Schmidt* for the idea that “at some point the burden of proof/production shifts.” 747 N.W.2d 566, 574 (Minn. 2008). In *Butt*, the supreme court looked at the burden of proof under the child-support statute and stated that the party in “exclusive possession” of the evidence had the burden to produce it. *Id.* at 576. *Butt* does not support respondent's argument that appellant was required to offer copies of the emails she possessed because respondent failed to do so. Minnesota caselaw

² The district court found that respondent did not produce any copies of emails to support its invoice for 39.8 hours spent on emails in March. It disallowed \$3,980 billed for these emails. For the remaining months, the district court determined that respondent did not provide copies of emails to support its billing and that it bulk billed for emails instead of itemizing the time spent receiving or responding to each email. The district court disallowed 46.4 hours (\$4,640) in April, 41 hours (\$4,100) in May, 74.4 hours (\$7,440) in June, 33 hours (\$3,300) in July, 83.6 hours (\$8,360) in August, 48.1 hours (\$4,810) in September, and 48.2 hours (\$4,820) in October.

places the burden of establishing guardianship fees squarely on the guardian. *Doyle*, 778 N.W.2d at 351. And appellant did not have “exclusive possession” of the emails which respondent received and responded to, and for which respondent sought payment.

Second, respondent challenges the district court’s reduction of requested fees related to respondent’s time spent producing answers to appellant’s discovery requests. Respondent argues that appellant requested detailed discovery requests which “required a great deal of [respondent’s] time and attorney time to respond.”

It appears that respondent’s concern here is the district court’s findings in its first fee order that reduced a 28-hour charge related to discovery. The district court did not award fees for this charge because of “inconsistencies and lack of evidence.” For example, the district court found that, for two dates on which respondent charged for meetings with its attorney regarding discovery, respondent’s attorney did not bill for meetings. It also found that other entries in respondent’s invoices were inconsistent or lacked supporting evidence. The district court did award fees for a portion of the attorney fee charges that had a description. Respondent notes that exhibit 19, which was a document prepared in response to appellant’s request for details regarding emails, demonstrates the amount of time and effort that went into responding to interrogatories. That document consists mostly of statements about tasks that were accomplished. It does not state how much time it took to compile responses to interrogatories or when that work was done. Respondent did not provide evidence of what tasks the 28-hour charge included besides the information provided in exhibit 19. The district court’s reduction of the requested fee is not clearly erroneous.

Next, respondent challenges the district court's having declined to award respondent fees for tasks billed by a minimum of one-tenth of an hour. Respondent argues that the parties contracted for the one-tenth of an hour charge for email and phone calls and that this practice is analogous to how attorneys customarily bill their time. Respondent argues that the district court interpreted the contract provision "contrary to the plain meaning" and that "[n]either party argued for the meaning that the court chose to apply." Appellant argues in reply that the service agreement does not include the word "minimum," that the provision is unambiguous, and that respondent's reading is contrary to the plain meaning.

Simply put, the parties' contract does not provide any minimum attorney fee to be charged per email. The contract is between appellant and respondent, and respondent's counsel is not a party to it. That agreement provides that time was to be billed in one-tenth hour increments. Additionally, the district court's first fee order indicates that it relied on R.R.'s testimony, and not an interpretation of the service agreement, when it determined that the billing of emails followed an "unofficial policy" of charging one-tenth of an hour per email. R.R. testified that "[i]ts not a formal policy" "[b]ut typically [emails] are only charged [at] .1 [hours] unless I've had to do or take some sort of action that required additional time."³ The district court was concerned with the lack of explanation for "most

³ Billing in one-tenth hour increments does not mean that every item of work done necessarily results in one-tenth of an hour being the reasonable charge. By way of a simple example, it is easy to imagine an attorney reading and responding to more than ten simple emails in an hour. If a lawyer were able to read and respond to 15 emails in one hour, and if that lawyer were to charge .1 hours for each of them, the lawyer would bill for 1.5 hours by spending one hour on the task of reading and responding to emails. We see nothing in the parties' agreement to permit this. Neither did the district court.

of the emails” rather than the time allotted to the emails. The district court’s finding is not clearly erroneous.

Lastly, respondent alleges that an additional 14 specific findings of fact in the district court’s first fee order are “erroneous and speculative court findings.” Although respondent briefly identifies each finding, respondent does not make any further argument, cite any authority, or reference evidence in the record that demonstrates that any such finding to be erroneous. When alleging error on appeal, it is the complaining party’s duty to prove reversible error. *See Scheffler v. City of Anoka*, 890 N.W.2d 437, 451 (Minn. App. 2017) (“An assignment of error on mere assertion, unsupported by argument or authority, is forfeited and need not be considered unless prejudicial error is obvious on mere inspection.”), *review denied* (Minn. Apr. 26, 2017); *Doyle*, 778 N.W.2d at 351. These claimed errors are unsupported by argument and therefore provide no basis for reversal.

In sum, we conclude that the district court did not clearly err or abuse its discretion when it partially granted both of respondent’s motions to compel payment and disallowed portions of respondent’s requested guardianship and attorney fees in both motions. We affirm the district court’s well-reasoned orders which are supported by record evidence.

Affirmed.