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Minn. Stat. § 480A.08, subd. 3 (2018).*

**STATE OF MINNESOTA  
IN COURT OF APPEALS  
A19-1645**

In re the Marriage of:

Adenach Feyyissa Kenea,  
Respondent,

and

Amsalu Gobena Negera,  
Appellant,

vs.

Steven E. Antolak, et al.,  
Respondents.

**Filed May 11, 2020  
Affirmed  
Smith, Tracy M., Judge**

Hennepin County District Court  
File No. 27-FA-18-1632

Bethany Ann Assell, Central Minnesota Legal Services, Minneapolis, Minnesota (for respondent Adenach Feyyissa Kenea)

Amsalu G. Negera, Fridley, Minnesota (pro se appellant)

Steven E. Antolak, Antolak & Onger, Minneapolis, Minnesota (attorney pro se and for respondent Antolak & Onger)

Considered and decided by Smith, Tracy M., Presiding Judge; Connolly, Judge; and Jesson, Judge.

## UNPUBLISHED OPINION

SMITH, TRACY M., Judge

Appellant Amsalu Gobena Negera challenges a district court's order determining that his attorney, respondent Steven E. Antolak, was entitled to a judgment of \$12,043.75 and an attorney's lien on Negera's real property. We affirm.

### FACTS

Antolak represented Negera regarding the dissolution of Negera's marriage. Negera's wife filed a petition initiating the matter. The dispute proceeded towards a scheduled trial, but, on the day of the trial, the parties appeared before the district court with an agreement resolving all issues. The district court entered a judgment and decree dissolving the marriage consistent with the parties' agreement.<sup>1</sup>

Antolak thereafter moved the district court to establish a lien for attorney fees and to determine the amount of fees due. The district court held a hearing on the matter and concluded that Negera owed Antolak \$12,043.75, based on Antolak's reasonable hourly rate, the hours worked, and the outstanding balance. The district court then determined that Antolak was entitled to the fees and an attorney's lien under Minn. Stat. § 481.13 (2018).

Negera appeals.

### DECISION

Under Minn. Stat. § 481.13, "once a proceeding is commenced, an attorney has a lien for compensation on any money involved." *Ashford v. Interstate Trucking Corp. of*

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<sup>1</sup> Negera appealed, but this court dismissed the appeal. Negera has filed another appeal in the same case, but that appeal has been stayed pending mediation.

*Am.*, 524 N.W.2d 500, 502 (Minn. App. 1994). “An attorney’s lien ‘prevent[s] a client from benefiting from an attorney’s services without paying for those services.’” *City of Oronoco v. Fitzpatrick Real Estate, LLC*, 883 N.W.2d 592, 595 (Minn. 2016) (quoting *Dorsey & Whitney LLP v. Grossman*, 749 N.W.2d 409, 420 (Minn. App. 2008)). A district court may establish an attorney’s lien and determine the amount of the lien summarily upon application of an interested party. Minn. Stat. § 481.13, subd. 1(c).

Appellate courts review the method used to calculate the amount of an attorney’s lien de novo. *Ashford*, 524 N.W.2d at 502. We review the district court’s findings of fact, such as the reasonable value of the attorney fees in question, for clear error. *Id.*; *Thomas A. Foster & Assocs., Ltd. v. Paulson*, 699 N.W.2d 1, 4 (Minn. App. 2005).

Negera makes several conclusory arguments with limited legal and factual support. First, Negera makes several factual claims about Antolak’s representation, but he does not support his claims with cites to anything in the record. Review of Negera’s claims is particularly difficult because he elected not to provide us with a transcript on appeal. Without a transcript, the scope of an appellate court’s review is “limited to issues that can be determined by reference to the available record.” *Sela Invs. Ltd. v. H.E.*, 909 N.W.2d 344, 349 (Minn. App. 2018). On the available record, there is no way to conclude that there was reversible error based on Negera’s factual allegations about Antolak’s representation.

Next, Negera asserts that the district court established the attorney’s lien “for unbelievable and misrepresented billing” and that there was no evidence of an hourly rate payment agreement. The evidence that *is* available in the record suggests that the billing was “believable.” The record includes a log of Antolak’s billed hours spent working on

Negera's case, an unsigned retainer letter that discusses an hourly rate and payment plan, and Antolak's ledger, which includes Antolak's fees and the payments made by Negera. As for the hourly rate, the district court found that Negera agreed to pay Antolak's standard hourly rate. With no transcript and nothing in the record beyond Negera's assertion that he did not so agree, there is nothing to support the conclusion that the district court clearly erred.

Negera also suggests that the hourly rate of \$315 was unreasonable. The district court found that Antolak's hourly rate was reasonable. Again, there is no transcript, and Negera points to nothing in the record that shows that the district court's finding was clearly erroneous.

Finally, Negera claims that the district court was enforcing an invalid oral agreement, asserting that the statute of frauds requires any agreement for more than \$500 to be in writing and that "[a] written fee agreement was not entered into evidence." Negera appears to be referencing the Uniform Commercial Code Statute of Frauds: "[A] contract for the sale of goods for the price of \$500 or more is not enforceable by way of action or defense unless there is some writing." Minn. Stat. § 336.2-201(1) (2018). But this statute applies to the "sale of goods," not the sale of services such as legal representation. Negera does not cite any authority for why the statute of frauds would apply here.

**Affirmed.**