

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A21-0406**

Larry John Laver,
Respondent,

vs.

Jennifer Culver,
Appellant.

**Filed March 7, 2022
Affirmed
Kirk, Judge***

Hennepin County District Court
File No. 27-CV-20-1945

Larry John Laver, Woodbury, Minnesota (attorney pro se, respondent)

Jennifer Culver, Minneapolis, Minnesota (pro se appellant)

Considered and decided by Jesson, Presiding Judge; Gaïtas, Judge; and Kirk, Judge.

NONPRECEDENTIAL OPINION

KIRK, Judge

Appellant challenges the district court's grant of summary judgment in favor of respondent based on appellant's failure to respond to requests for admissions. Because

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

appellant did not deny the requests for admissions within the statutory window, all requests were deemed admitted, and there were no issues of material fact precluding summary judgment. We therefore affirm.

FACTS

In 2019, respondent Larry John Laver brought a claim against appellant Jennifer Culver to recover more than \$45,000 in unpaid attorney fees for work Laver performed for Culver. In conciliation court, Laver sought and received a judgment for \$15,000, the maximum-allowed judgment for conciliation court. Culver appealed the judgment to the district court.

Laver served discovery on Culver, which included interrogatories, requests for production of documents, and requests for admissions. The requests for admissions first cited language from Minnesota Rule of Civil Procedure 36, notifying Culver of her duty to respond. Laver requested the following admissions:

1. You admit and affirm that you entered into a contract with Larry J. Laver for legal services for case number 62-FA-13-362 on or about 10/7/2015.
2. You admit and affirm that you received legal service from Larry John Laver Esq. for case number 62-FA-13-3062.
3. You admit and affirm that between the time you hired Larry John Laver Esq. and the date you terminated Larry John Laver Esq. you received a monthly bill for the services provided for case number 62-FA-13-3062.
4. You admit and affirm that as of 2/1/2020 the amount owe by you to Larry John Laver Esq. as of 2/1/2020, the money due is \$46,720.07.

5. You admit and affirm that you did not have the intent to pay the full amount of the bill at the time you entered into the contract for legal services.

6. You admit and affirm that you paid a total of \$450 against you bill.

7. You admit and affirm that the court issued a judgement against you under case number 27-CO-19-3856 on January 6, 2020 for the amount of \$15,075.

8. You admit and affirm the judgement entered was fair and far below the amount you owe.

9. You admit and affirm the only reason you appealed the judgement for case number 27-CO-19-3856 is for the reason of improper delay.

10. You admit and affirm that even after the date you terminated the services of Larry J Laver, you requested additional services from him.

11. You admit and affirm that you have no evidence that the cost for legal services for case number 62-FA-13-3062 incurred is not right and just.

12. You admit and affirm that Larry J Laver Esq. has incurred additional costs to defend against the appeal.

13. You admit and affirm that the court shall apply against you the additional cost based on your conduct for delay of the case.

(Original typographical errors are unchanged). Culver did not respond to Laver's discovery requests within 30 days as required by rule 36.

Approximately six months after serving the admission requests to Culver, Laver filed a notice of motion and motion for the entry of admissions, compelling responses to other discovery requests, and for summary judgment. More than one month after Laver's motion, Culver responded with her own affidavit which described her difficulty obtaining

legal assistance, disputed the legal fees requested by Laver, answered the interrogatories sent to her by Laver, and denied the majority of the admissions requested by Laver. Culver's answers to the admission requests arrived approximately seven months after the 30-day window for a response.

The district court granted summary judgment to Laver. It determined that, based on Minn. R. Civ. P. 36.01, the requests for admissions were deemed admitted due to Culver's failure to deny them within 30 days of receiving them. Because Culver admitted that she owed \$46,720.07 to Laver in attorney fees, there was no genuine issue of fact. The district court entered judgment in favor of Laver in the amount of \$15,075.

DECISION

Summary judgment is appropriate when "there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law." Minn. R. Civ. P. 56.01. Summary judgment is "inappropriate when reasonable persons might draw different conclusions from the evidence presented." *Montemayor v. Sebright Prod., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017) (quotations omitted). The party moving for summary judgment shoulders the burden of "showing an absence of factual issues, and the nonmoving party has the benefit of that view of the evidence most favorable to him. All doubts and factual inferences must be resolved against the moving party." *Id.* (quotations omitted). "On appeal from summary judgment, we examine whether there [are] any genuine issues of material fact and whether the district court erred in its application of the law." *Kenneh v. Homeward Bound, Inc.*, 944 N.W.2d 222, 228 (Minn. 2020). This court

reviews summary judgment de novo. *Kratzer v. Welsh Cos.*, 771 N.W.2d 14, 18 (Minn. 2009); *Fabio v. Bellomo*, 504 N.W.2d 758, 761 (Minn. 1993).

Here, the district court determined that the requests for admissions sent to Culver by Laver were deemed admitted because Culver did not deny or object to the admissions within 30 days. The district court thus granted summary judgment to Laver because “it [had] been admitted that [Laver] and [Culver] entered into a contract upon which [Culver] owes \$46,720.07, there are no genuine issues of material fact and [Laver] is entitled to judgment.”

Minnesota Rule of Civil Procedure 36 allows, as part of discovery, a party to serve on another party written requests for the admission of any matters related to “statements, opinions of fact, or the application of law to fact.” Minn. R. Civ. P. 36.01. A matter is deemed admitted unless the recipient party responds by written answer or objection within 30 days of service of that request. *Id.* The answer shall specifically deny the matter or detail why the answering party cannot truthfully admit or deny the matter. *Id.* “Any matter admitted pursuant to [rule 36] is conclusively established unless the court on motion permits withdrawal or amendment of the admission.” Minn. R. Civ. P. 36.02.

Although the supreme court has noted that disposition solely based on admissions is disfavored, it is permissible. *Dahle v. Aetna Cas. & Sur. Ins. Co.*, 352 N.W.2d 397, 402 (Minn. 1984). “Although some accommodations may be made for pro se litigants, this court has repeatedly emphasized that pro se litigants are generally held to the same standards as attorneys and must comply with court rules.” *Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001). “The right to represent oneself in legal proceedings

does not entitle a party to modification of procedural rules.” *Ronay v. Ronay*, 369 N.W.2d 12, 14 (Minn. App. 1985).

Culver raises several arguments before this court. She argues that the district court erred by not basing its decision “on all the merits and context of the case,” that the district court erred by not “fully examining the documents submitted,” that Laver tried to coerce Culver to agree to his proposed settlement offer, that Laver provided inaccurate information to the district court, and that Laver failed to meet the Minnesota Rules of Professional Responsibility.¹ Culver does not support any of these arguments with legal support, but she submits caselaw that supports that an abuse of discretion occurs when the court makes a decision against logic and the facts on the record and argues that the district court’s conduct deprived her of her right to a fair trial before an impartial judge.

Because Culver’s brief either presents arguments without legal authority or presents legal authorities that do not apply, her arguments are waived. *See Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (1971) (“An assignment of error based on mere assertion and not supported by any argument or authorities in appellant’s brief is waived and will not be considered on appeal unless prejudicial error is obvious on mere inspection.”).

To the extent that Culver supports any of her arguments with legal authority, they fail on the merits. The crux of this case is whether the district court erred by granting

¹ To the extent that Culver suggests additional arguments, they are waived. *See Christie v. Estate of Christie*, 911 N.W.2d 833, 837 n. 4 (Minn. 2018) (“To the extent that this suggestion in their briefs and at oral argument was, in fact, an argument, it is waived.”).

summary judgment based on the requests for admissions that were deemed admitted because Culver failed to respond until eight months later.

Culver argues that the district court should have considered the allegations and arguments set forth in her affidavit, but that affidavit was submitted approximately seven months after she failed to respond to the requests for admissions within the required window of time. Culver did not request an extension to respond or submit a motion to withdraw or amend her admissions to those matters. *See* Minn. R. Civ. P. 36.02. Even if we were to consider Culver’s denial of the admissions in her affidavit as an indication of her desire to withdraw or amend her admissions, the district court has discretion to permit withdrawal or amendment of admissions but is not required to do so. *See id.* (“the court *may* permit withdrawal or amendment” (emphasis added)). We are not persuaded that it would have been an abuse of discretion from the district court to deny a motion to withdraw the admissions in this case. And, to the extent that Culver asserts that the district court should have granted her more accommodations because she is a pro se party, this argument also fails. *See Francis v. State*, 781 N.W.2d 892, 896 (Minn. 2010) (A party that appears pro se “is held to the standard of an attorney in presenting his appeal.”).

Because Culver did not move to amend or withdraw her admissions, the matters in those admissions were “conclusively established.” *See* Minn. R. Civ. P. 36.02.

The admissions conclusively establish that Culver entered into a contract with Laver for legal services, that he performed those services, that Culver owed \$46,720.07 to Laver for those services, that the conciliation court’s judgment was fair, and that Culver had no evidence that the cost for Laver’s legal services was not right and just. Culver may argue

now that she denies these admissions and that she has evidence to prove that the cost for legal services was not right and just, but these matters were conclusively decided by the admissions. There were no issues of material fact precluding the entry of judgment in the amount of \$15,075 against Culver. The district court therefore did not err by granting summary judgment to Laver.

Affirmed.