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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A22-1318**

Laurie J. Stangel, et al.,
Respondents,

vs.

Elliot Day Whipple,
Defendant,

Jordan Gall,
Respondent,

Greg Rutten,
Appellant.

**Filed August 14, 2023
Affirmed
Cochran, Judge**

Cass County District Court
File No. 11-CV-22-1271

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Considered and decided by Frisch, Presiding Judge; Cochran, Judge; and
Wheelock, Judge.

NONPRECEDENTIAL OPINION

COCHRAN, Judge

Appellant argues that the district court abused its discretion by granting respondents' motion for a temporary injunction and issuing the injunction without a bond. We affirm.

FACTS

This case arises from a dispute over who owns a property in Cass Lake, Minnesota (the property). Robert Day Whipple was the owner of the property until his death in 2021. Prior to his death, Western National Bank gave Robert Whipple a loan in exchange for a mortgage on the property. In March 2022, Western National commenced foreclosure proceedings based on a default of the mortgage. On June 7, 2022, the district court issued an order reducing the mortgagor's redemption period to five weeks from the date of the order or the date of the foreclosure sale, whichever came later. On June 22, 2022, respondents Laurie and Russell Stangel purchased the property at a sheriff's sale. The Stangels received a sheriff's certificate of sale, which they recorded on June 29, 2022.

On July 18, 2022, several acts occurred. First, defendant Elliot Day Whipple recorded an affidavit averring that he is Robert Day Whipple's sole heir and the successor in interest to the property. Second, respondent Jordan Gall recorded an affidavit stating that Robert Day Whipple passed away in October 2021 with no surviving spouse and that his estate had not been probated. Third, Elliot Whipple¹ recorded a quitclaim deed

¹ From this point forward, we refer to Elliot Whipple as "Whipple."

purporting to convey the property to Gall. Fourth, Gall hired appellant Greg Rutten to paint a garage on the property. Finally, Rutten filed both a mechanic's lien statement and a notice of intent to redeem the property as a creditor based on painting work that he claimed to have performed that same day.

On July 26, 2022, the Stangels filed a complaint against Whipple, Gall, and Rutten (the defendants), alleging that they “concocted a scheme to steal the property” from the Stangels by illegally transferring Whipple's interest in the property to Gall and manufacturing a mechanic's lien so that Rutten could redeem the property. The complaint sought to quiet title and alleged that the defendants committed slander of title, violated various provisions of the Minnesota Consumer Fraud Act and the Minnesota Uniform Deceptive Trade Practices Act, and damaged the property. The Stangels also filed a notice of lis pendens.

Three days later, on July 29, 2022, Rutten paid the foreclosure sale price plus interest and received a certificate of redemption from the sheriff's office, which he recorded. *See* Minn. Stat. §§ 580.23-.24 (2022) (setting forth redemption requirements). On the same day, the Stangels filed a motion for a temporary restraining order or a temporary injunction to prevent the “[d]efendants from redeeming as creditors, taking possession of, or otherwise acquiring title to, and ousting” the Stangels from the property. In support of their motion, the Stangels filed a memorandum of law and several exhibits. The exhibits included: copies of the sheriff's certificate of sale, Whipple's affidavit, Gall's affidavit, the quitclaim deed from Whipple to Gall, Rutten's mechanic's lien statement, Rutten's notice of intent to redeem the property, and the district court order reducing the

redemption period to five weeks. On August 1, 2022, Rutten filed a memorandum opposing the Stangels' motion. Rutten attached as an exhibit the sheriff's certificate of redemption.

After a hearing, the district court issued an order granting the Stangels' motion for a temporary injunction. The district court concluded that the following factors weigh in favor of an injunction: (1) the need to preserve the status quo, (2) the harm the Stangels would suffer if temporary relief was denied versus the harm the defendants would suffer if the injunction was granted, (3) the Stangels' likelihood of success on the merits, (4) public policy considerations, and (5) the burden on the court to supervise or enforce the temporary relief. The district court emphasized that the Stangels "do not have an adequate legal remedy to protect their interest in their real property from ouster" and that "[t]he Stangels stand to lose their home" in the absence of injunctive relief. The district court therefore enjoined the defendants "from engaging in further proceedings to acquire title or otherwise oust the Stangels from the property . . . during the pendency of the litigation."

In the same order, the district court also declined to require the Stangels to post a bond "for [the] injunction to have full force and effect." The district court reasoned that "it need not require the Stangels to post a bond to protect [d]efendants" because "the Stangels are currently residing at the property and performing maintenance to improve [it]" and because the "[d]efendants will still have a fully secured interest in the property" if "it is later determined [that] an injunction should not have issued."

Rutten appeals.

DECISION

Rutten argues that the district court abused its discretion by granting the Stangels' motion for a temporary injunction. Rutten also contends that the district court abused its discretion by issuing the injunction without setting a bond. We consider each issue in turn.

I. Rutten has not proven that the district court clearly abused its discretion by granting a temporary injunction.

A district court may grant a temporary injunction if, upon review of any affidavits, deposition testimony, or oral testimony presented to the court, it determines that there are sufficient grounds to warrant such relief. Minn. R. Civ. P. 65.02(b). The decision to grant an injunction “rests within the sound discretion of the [district] court, and its action will not be disturbed on appeal unless, based upon the whole record, it appears that there has been an abuse of such discretion.” *Cherne Indus., Inc. v. Grounds & Assocs., Inc.*, 278 N.W.2d 81, 91 (Minn. 1979). A district court abuses its discretion if it bases its decision to grant a temporary injunction on an erroneous interpretation of the law or if it disregards important facts. *DSCC v. Simon*, 950 N.W.2d 280, 286 (Minn. 2020); *Cramond v. Am. Fed’n of Lab. & Cong. of Indus. Orgs.*, 126 N.W.2d 252, 256-57 (Minn. 1964). An appellant must affirmatively show that the district court abused its discretion to merit reversal. *Loth v. Loth*, 35 N.W.2d 542, 546 (Minn. 1949); *see also Luthen v. Luthen*, 596 N.W.2d 278, 283 (Minn. App. 1999) (applying *Loth*).

Because a temporary injunction is granted before a trial on the merits, the party seeking an injunction must show that they would be irreparably harmed for an injunction to issue. *Simon*, 950 N.W.2d at 286. In reviewing the district court’s decision to issue a

temporary injunction, we consider the same five factors as the district court considered. *Id.*; see *Dahlberg Bros. v. Ford Motor Co.*, 137 N.W.2d 314, 323 (Minn. 1965). These factors, known as the *Dahlberg* factors, include:

(1) The nature and background of the relationship between the parties preexisting the dispute giving rise to the request for relief.

(2) The harm to be suffered by plaintiff if the temporary restraint is denied as compared to that inflicted on defendant if the injunction issues pending trial.

(3) The likelihood that one party or the other will prevail on the merits when the fact situation is viewed in light of established precedents fixing the limits of equitable relief.

(4) The aspects of the fact situation, if any, which permit or require consideration of public policy expressed in the statutes, [s]tate and [f]ederal.

(5) The administrative burdens involved in judicial supervision and enforcement of the temporary decree.

Dahlberg, 137 N.W.2d at 321-22. And, in conducting our review, we view the facts in the light most favorable to the prevailing party. *Bud Johnson Constr. Co. v. Metro. Transit Comm’n*, 272 N.W.2d 31, 33 (Minn. 1978).

The district court found that each of the *Dahlberg* factors weighs in favor of granting injunctive relief. Rutten challenges the district court’s findings on each of these factors. We consider each factor in turn.

A. Nature of the Parties’ Relationship

The first *Dalhberg* factor considers “[t]he nature and background of the relationship between the parties preexisting the dispute giving rise to the request for relief.” *Dahlberg*,

137 N.W.2d at 321. This factor stems from the purpose of a temporary injunction—“to preserve the status quo until adjudication of the case on the merits.” *Pacific Equip. & Irr., Inc. v. Toro Co.*, 519 N.W.2d 911, 915 (Minn. App. 1994), *rev. denied* (Minn. Sept. 16, 1994). The district court concluded that “[t]he first *Dahlberg* factor weighs in favor of granting an injunction to preserve the status quo.” In reaching this conclusion, the district court emphasized that the Stangels are currently in possession of the property and “stand to lose their home.”

Rutten argues that this finding is erroneous because it is based on the district court’s mistaken determination that “[t]he Stangels are the owners of [the property]” and because the district court characterized the status quo in relation to the Stangels’ possession of the property. The Stangels acknowledge that they were not the “owners” of the property at the time they brought the motion for a temporary injunction, but rather were the highest bidders at the sheriff’s sale. But they contend that “[t]he district court was fully apprised of this” and that the district court did not err in its other factual findings on the first *Dahlberg* factor. The Stangels emphasize: “[T]he undisputed facts show that the status quo was that the Stangels[] were the sheriff’s certificate holders, were in possession of the [p]roperty, and were residing at the [p]roperty.”

We are persuaded by the Stangels’ argument. The district court found that “[t]he Stangels acquired an interest in the property . . . when they were the highest bidders at the . . . [s]heriff’s sale” on June 22, as evidenced by the certificate itself. The district court also found that “the Stangels are currently residing at the property” and that they “stand to lose their home” in the absence of temporary injunctive relief. And, regarding Rutten and

the other parties opposing the temporary injunction, the district court found that their connection to the property arose when Rutten painted the garage, filed a mechanic's lien statement, and later obtained a certificate of redemption. In making these findings, the district court correctly described both the nature of the parties' relationship to each other before the dispute arose and the parties' claimed interests in the property.

Rutten does not challenge the factual findings that the district court relied upon to support its analysis of the first *Dahlberg* factor. Rather, Rutten focuses on the district court's characterization of the Stangels as the "owners" of the property—language included in the "Findings of Fact"—to argue that the district court abused its discretion when it found that the first *Dahlberg* factor weighs in favor of the Stangels. To the extent that the district court erred by characterizing the Stangels as the "owners" of the property at this procedural stage, any error was harmless because the district court did not refer to this finding in its analysis of the first *Dahlberg* factor. Instead, in analyzing the first *Dahlberg* factor, the district court accurately described the Stangels' possessory interest in the property as well as their interest based on the sheriff's certificate of sale. Therefore, we decline to reverse on the basis that the district court prematurely characterized the Stangels as the owners of the property. *See* Minn. R. Civ. P. 61 (requiring that harmless error be ignored); *Kallio v. Ford Motor Co.*, 407 N.W.2d 92, 98 (Minn. 1987) ("Although error may exist, unless the error is prejudicial, no grounds exist for reversal."). Accordingly, we conclude that the district court did not abuse its discretion by finding that the first *Dahlberg* factor weighs in favor of granting temporary injunctive relief.

B. Balance of Harms

The second *Dahlberg* factor considers “[t]he harm to be suffered by plaintiff if the temporary restraint is denied as compared to that inflicted on defendant if the injunction issues pending trial.” *Dahlberg*, 137 N.W.2d at 321. The district court found that the second *Dahlberg* factor weighs in favor of granting a temporary injunction because temporary injunctive relief would prevent the defendants from ousting the Stangels and divesting them of their “incumbent rights” before a legal factfinder could “determine[] the validity of the [defendants’] assertions.” The district court noted that “[r]eal property rights are unique in Minnesota” and that “[m]oney damages are insufficient to negate” the potential harm to the Stangels from ouster. The district court further found that “[t]he [d]efendants are unlikely to be harmed should an injunction issue” because the injunction would impose only a “slight temporal restriction” on the defendants’ ability to take possession of the property if they prevail in the pending litigation, which “is insignificant . . . compared to the deprivation of property rights that [would] occur if an injunction [did] not issue.”

Rutten argues that the district court abused its discretion when it found that the second *Dahlberg* factor favors the Stangels because, according to Rutten, he is the “prima facie owner” of the property and “has the superior claim [to title].” Rutten also contends that the Stangels are not likely to be irreparably harmed if temporary injunctive relief is denied because their legal interest in the property is adequately protected by the underlying lawsuit and the notice of lis pendens.

We agree with Rutten that the Stangels have an adequate remedy at law to protect their legal interest in the property, but we are not convinced that Rutten has demonstrated that the district court abused its discretion in its analysis of the second *Dahlberg* factor, given the Stangels' current possessory interest in the property. After a party files and records a notice of lis pendens affecting real property, a subsequent purchaser of the property takes it "subject to the final disposition of the pending case and is bound by the decision which may be entered against the party from whom he derives his title, even though he is not a party to such action." *Marr v. Bradley*, 59 N.W.2d 331, 335 (Minn. 1953); *see* Minn. Stat. § 557.02 (2022) (stating that a notice of lis pendens provides "notice to purchasers and encumbrancers of the rights and equities of the party filing the same to the premises"). By initiating the underlying lawsuit and filing a notice of lis pendens, the Stangels ensured that any subsequent attempts to take title to the property would be subject to whatever legal interest the district court determines they have in the property. *Bradley*, 59 N.W.2d at 335; *see* Minn. Stat. § 557.02. In doing so, the Stangels adequately protected their legal interest in the property from divestment pending litigation. *See Bradley*, 59 N.W.2d at 335; *Real Est. Equity Strategies, LLC v. Jones*, 720 N.W.2d 352, 359 (Minn. App. 2006) (explaining that the owners "had other options for protecting their alleged interests in the property, *including the filing of a notice of lis pendens*" (emphasis added)). Thus, a temporary injunction is not necessary for the Stangels to protect their legal interest in the property while this litigation proceeds.

We conclude nonetheless that Rutten has not met his burden to show that the district court abused its discretion with regard to the second *Dahlberg* factor. When considering

the harms that the Stangels would face if an injunction did not issue, the district court focused primarily on the Stangels' current possession of the property. The district court emphasized that, without injunctive relief, "[t]he Stangels stand to lose their home." The district court then determined that, "but for an injunction[,] the Stangels will be ousted from their property and lose their incumbent rights before a judge and jury have determined the validity of the [defendants'] assertions." Rutten has not addressed this portion of the district court's analysis, except to assert that "[the Stangels'] occupation of the premises, seemingly relied on by the [district] court, was wrongful and does not support the injunction." This argument puts the cart before the horse. No court has found that the Stangels' possession of the property is wrongful. Whether the Stangels are lawfully occupying the property will be adjudicated when the case is decided on the merits. Consequently, we conclude that Rutten has not met his burden of proving that the district court abused its discretion when it concluded that the balance of harms weighs in favor of protecting the Stangels' possession of the property through a temporary injunction. *See Loth*, 35 N.W.2d at 546; *Luthen*, 596 N.W.2d at 283.

C. Likelihood of Success on the Merits

The third *Dahlberg* factor focuses on "[t]he likelihood that one party or the other will prevail on the merits." *Dahlberg*, 137 N.W.2d at 321. This is a "primary factor" in our analysis of a district court's decision to grant temporary injunctive relief. *Minneapolis Fed'n of Teachers, Local 59 v. Minneapolis Pub. Schs., Special Sch. Dist. No. 1*, 512 N.W.2d 107, 110 (Minn. App. 1994), *rev. denied* (Minn. Mar. 31, 1994). The bar for establishing likelihood of success on the merits is not high. As long as the party seeking

the injunction makes “a doubtful showing” that they will prevail on the merits, a district court may consider granting injunctive relief to preserve the status quo until the case is adjudicated on the merits. *Metro. Sports Facilities Comm’n v. Minn. Twins P’ship*, 638 N.W.2d 214, 226 (Minn. App. 2002), *rev. denied* (Minn. Feb. 4, 2002); *see Dahlberg*, 137 N.W.2d at 321 (upholding a temporary injunction even though the plaintiff had “serious obstacles to overcome” to establish a legal claim).

The district court found that the Stangels were likely to succeed on the merits of their claims because they “can demonstrate that the [d]efendants’ actions are inconsistent with and violative of state statute and that they have been injured as a result of the same.”

Rutten contends that this finding is erroneous because his claim to the property via the sheriff’s certificate of redemption is superior to the Stangels’ claim to the property via the sheriff’s certificate of sale. We are not persuaded.

The Stangels have presented sufficient evidence for the district court to conclude that they are likely to succeed on the merits of their claims. The holder of a sheriff’s certificate of sale for a property gains title to the property after the redemption period has passed, subject to the lawful redemption of the property by a mortgagor or creditor. Minn. Stat. § 580.23, subd. 1 (redemption by mortgagor); Minn. Stat. § 580.24(a) (redemption by creditor); Minn. Stat. § 580.27 (2022) (providing that a creditor’s redemption of a property “operates as an assignment to the creditor of the right acquired under [a foreclosure] sale”); *see* Minn. Stat. § 580.12 (2022) (providing that, “*upon expiration of the time for redemption,*” a certificate of sale “shall operate as a conveyance to the [certificate holder]” (emphasis added)). It is undisputed that the Stangels hold the sheriff’s certificate of sale

and that Rutten holds the sheriff's certificate of redemption. But we cannot conclude at this stage in the litigation that the district court abused its discretion by determining that the Stangels were likely to succeed on the merits even though Rutten holds the sheriff's certificate of redemption, because questions remain as to whether Rutten's redemption was legally effective.

Properly perfecting a mechanic's lien is a complicated process prescribed by state statute. *See* Minn. Stat. §§ 514.01-.03, .05-.08, .10-.15 (2022) (governing mechanics' liens); *Lighthouse Mgmt. Inc. v. Oberg Fam. Farms*, 966 N.W.2d 29, 40-41 (Minn. App. 2021) ("A lien claimant must follow the statutory procedures to perfect a mechanic's lien." (quotation omitted)), *rev. denied* (Minn. Nov. 16, 2021). Redeeming a property as a creditor is also complex. *See* Minn. Stat. §§ 580.24-.26 (2022) (governing redemption of a property by a creditor); *N. Realty Ventures, LLC v. Minn. Hous. Fin. Agency*, 748 N.W.2d 296, 300-01 (Minn. App. 2008) (explaining that "[t]he validity of a redemption depends on whether the party redeeming has substantially complied with the statutory redemption procedures" and describing those procedures). Rutten claims that he was hired to perform work on the property. He further claims that he performed the work on the property, recorded a mechanic's lien statement against the property, and recorded a notice of intent to redeem the property all on the same day. This peculiar chain of events raises doubts as to whether the mechanic's lien was valid. Likewise, there is evidence of Rutten's involvement in similar "schemes," which the district court found raised doubts about whether Rutten's redemption of the property through the mechanic's lien statement was legally effective.

Taken together, these facts are sufficient to make at least a “doubtful showing” that the Stangels are likely to succeed on the merits of their claims. *Metro. Sports Facilities Comm’n*, 638 N.W.2d at 226. Accordingly, we discern no abuse of discretion in the district court’s finding that the third *Dahlberg* factor weighs in favor of granting a temporary injunction.

D. Public Policy Considerations

The fourth *Dahlberg* factor focuses on public policy considerations. *Dahlberg*, 137 N.W.2d at 321-22. The district court found that the fourth *Dahlberg* factor weighs in favor of granting a temporary injunction because the defendants’ “scheme to acquire title to the Stangels’ property” would “deprive[] the Stangels of their property rights and circumvent[] the Stangels’ right to challenge the issues in court” if an injunction did not issue. The district court then found that “[s]uch a result would run strongly against the public policy considerations that promote due process to resolve legal claims through judicial proceedings and protect property owners from a deprivation of their property.”

Rutten argues that the district court erred by finding that the fourth *Dahlberg* factor favors an injunction because the district court arbitrarily “preferred the rights granted [to] the [Stangels], under the [sheriff’s certificate of sale], to the rights granted . . . Rutten under the later [c]ertificate of [r]edemption” and thereby contravened Minnesota’s “strong policy favoring redemption.” This argument is unavailing.

Rutten has not demonstrated that the district court erred by finding that the fourth *Dahlberg* factor favors an injunction. Rutten does not provide any legal support for his argument that the district court erred by prioritizing certain public policy considerations

over others, and we are aware of no such authority. An assignment of error that is based on “mere assertion” and is unsupported by legal authority is forfeited and need not be considered “unless prejudicial error is obvious on mere inspection.” *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971); *see also Scheffler v. City of Anoka*, 890 N.W.2d 437, 451 (Minn. App. 2017) (applying this aspect of *Schoepke*), *rev. denied* (Minn. Apr. 26, 2017). Accordingly, we could decline to address Rutten’s argument on the fourth *Dahlberg* factor.

Regardless, we discern no abuse of discretion by the district court in its analysis of this *Dahlberg* factor. The fourth *Dahlberg* factor requires courts to consider “[t]he aspects of the fact situation, if any, which permit or require consideration of public policy expressed in the statutes, [s]tate and [f]ederal.” 137 N.W.2d at 321-22. Under this language, the district court has broad discretion to consider any state or federal policy that may provide guidance on whether injunctive relief is appropriate. *See id.* The district court found that public policy promoting due process, efficient resolution of legal claims, and the protection of private property rights from divestment all weigh in favor of granting a temporary injunction. We discern no error in this assessment. In sum, Rutten has not met his burden of proving that the district court abused its discretion by finding that the fourth *Dahlberg* factor favors a temporary injunction, and we decline to reverse on that basis. *See Schoepke*, 187 N.W.2d at 135; *Scheffler*, 890 N.W.2d at 451; *see also Loth*, 35 N.W.2d at 546; *Luthen*, 596 N.W.2d at 283.

E. Administrative Burdens

The fifth *Dahlberg* factor focuses on the administrative burdens involved in judicial supervision and enforcement of a temporary injunction. 137 N.W.2d at 322. The district court found that the fifth *Dahlberg* factor weighs in favor of granting a temporary injunction because “[t]he burden on judicial resources to supervise or otherwise enforce a temporary injunction . . . would be slight.” The district court noted that the case was “likely headed to trial” and found that “the practical effect of enjoining [d]efendants from ousting the Stangels . . . or taking possession of the [p]roperty until after a trial on the merits would not require any judicial resources above and beyond those necessary to try the case.”

Rutten contends that the district court’s finding on the fifth *Dahlberg* factor is erroneous because the “factor does not favor either party.” We are not persuaded.

Rutten has not met his burden of proving that the district court erred by finding that the fifth *Dahlberg* factor favors an injunction. Rutten does not provide any analysis or cite any legal authority to support his assertion that the fifth *Dahlberg* factor “does not favor either party.” Accordingly, Rutten has forfeited this argument. *See Schoepke*, 187 N.W.2d at 135; *Scheffler*, 890 N.W.2d at 451.

Even so, any error by the district court in its conclusion that the fifth *Dahlberg* factor weighs in favor of the Stangels was harmless. In deciding whether to issue the injunction, the district court considered “[t]he administrative burdens involved in judicial supervision and enforcement of the temporary decree” *along with the four other Dahlberg factors*. 137 N.W.2d at 321-22. The district court concluded that these other factors all weigh in favor

of granting a temporary injunction—including a primary factor: likelihood of success on the merits. *Minneapolis Fed’n of Teachers*, 512 N.W.2d at 110. And, as discussed above, Rutten has not demonstrated that the district court abused its discretion with regard to its findings on the first four *Dahlberg* factors. Thus, even if we assume that the fifth *Dahlberg* factor is neutral, as Rutten contends, the other four factors still support issuance of the temporary injunction. Any error regarding the fifth *Dahlberg* factor did not prejudice Rutten and must be ignored. Minn. R. Civ. P. 61; *Kallio*, 407 N.W.2d at 98.

In sum, Rutten has not met his burden of proving that the district court abused its discretion by determining that a temporary injunction was necessary to prevent irreparable harm to the Stangels. For the reasons set forth above, we decline to reverse the district court’s decision to grant the Stangels’ motion for a temporary injunction. *See Loth*, 35 N.W.2d at 546; *Luthen*, 596 N.W.2d at 283.

II. The district court did not abuse its discretion by not setting a bond.

Finally, Rutten argues that the district court abused its discretion by failing to condition the temporary injunction upon the filing of a bond. Generally, a district court may not issue a temporary injunction without requiring the party seeking the injunction to give security “in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained.” Minn. R. Civ. P. 65.03(a). But “the amount of security required on a temporary injunction is within the trial court’s discretion and *may be waived entirely* if appropriate.” *Bio-Line, Inc. v. Wilfley*, 366 N.W.2d 662, 665 (Minn. App. 1985) (emphasis added), *rev. denied*, (Minn. June 27, 1985). To facilitate appellate review, a

district court should note its decision to waive a bond requirement. *See Bio-Line, Inc. v. Burman*, 404 N.W.2d 318, 322 (Minn. App. 1987). We review a district court’s decision to set or waive a bond requirement for an abuse of discretion. *Id.* at 321-22.

The district court waived the bond requirement based on its determination that a bond was not necessary to protect the defendants. The district court reached this conclusion because “the Stangels are currently residing at the property and performing maintenance to improve the property.” The district court also explained that, “[t]o the extent that it is later determined [that] an injunction should not have issued, [d]efendants will still have a fully secured interest in the property that fully satisfies any delinquency and associated costs incurred as a result of the injunction.”

Rutten asserts that the district court abused its discretion by waiving the bond requirement because a bond is necessary to secure his interest in the property against potential legal claims arising from the Stangels’ occupation of the property and to compensate him for his “loss of the use of his property should he prevail.” We are not persuaded.

As an initial matter, Rutten has provided no legal authority to support his assertion that a bond is required to compensate him for the “loss of the use of [the] property should he prevail.” As discussed above, “[a]n 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.” *Schoepke*, 187 N.W.2d at 135; *see Minn. Dep’t of Labor & Indus. v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480, 480 (Minn. 1997) (declining to address an inadequately briefed issue).

Because Rutten has failed to support his argument with any legal authority, we need not address it.

But even if Rutten's argument were properly before us, reversal of the district court's decision regarding the bond still would not be appropriate. The district court has broad discretion to waive a bond requirement provided it explains its decision to do so. *See Ecolab, Inc. v. Gartland*, 537 N.W.2d 291, 297 (Minn. App. 1995); *Burman*, 404 N.W.2d at 322. The district court explained that it waived the bond requirement because the Stangels were maintaining the property (and thereby preventing it from descending into disrepair) and because Rutten's interest in the property was "fully secured" against divestment while the litigation was pending. This logical explanation is sufficient to support the district court's decision to waive the bond requirement. *See Ecolab, Inc.*, 537 N.W.2d at 297. We therefore conclude that the district court did not abuse its discretion by waiving the bond requirement under Minn. R. Civ. P. 65.03(a).

Affirmed.