This opinion is nonprecedential except as provided by Minn.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
A23-0052

Mark Schwandt,
Respondent,

vs.

Park Christian School,
Respondent,

Josh Lee,
Respondent,

Raymond Kvalvog,
Appellant,

American Family Mutual Insurance Company, S.I.,
Respondent,

Secura Supreme Insurance Company,
Respondent.

Filed September 18, 2023
Affirmed
Bratvold, Judge

Otter Tail County District Court
File No. 56-CV-21-3056

Susan M. Holden, Marcia K. Miller, SiebenCarey, P.A., Minneapolis, Minnesota (for respondent Schwandt)

Brian N. Johnson, Amanda M. Cialkowski, Matthew C. Murphy, Nilan Johnson Lewis PA, Minneapolis, Minnesota (for respondent Park Christian School)

William M. Moran, Briana G. Gornick, Haws-KM, P.A., St. Paul, Minnesota (for respondent Lee)

Raymond Kvalvog, Moorhead, Minnesota (pro se appellant)

Matthew D. Lutz, Madison, Wisconsin (for respondent American Family Mutual Insurance Company)

William L. Davidson, Lind, Jensen, Sullivan & Peterson, P.A., Minneapolis, Minnesota (for respondent Secura Supreme Insurance Company)

Considered and decided by Bratvold, Presiding Judge; Worke, Judge; and Connolly, Judge.

NONPRECEDENTIAL OPINION

BRATVOLD, Judge

Following the entry of a final judgment after the settlement of a personal-injury action against appellant as owner of the pickup truck involved in the accident, appellant asks this court to vacate the judgment and remand to stay the settlement and allow appellant to "take over the litigation" from his insurance defense counsel, who had settled the case within the insurance-policy limits.

Appellant, who is self-represented before this court, argues that the district court erred by (1) stating that appellant was required to use the district court's eFiling system; (2) failing to grant a continuance so appellant could respond to his insurer's notice of intervention; and (3) denying appellant's motion to stay the settlement of all claims against him. We first conclude that the district court erred in stating that appellant was "required" to use the eFiling system, but this error was harmless. Second, the district court did not abuse its discretion by failing to grant a continuance because appellant does not claim, nor can we discern, any prejudice from allowing the insurer to intervene for the limited purpose of responding to appellant's motion to stay the settlement. Third, the district court did not

abuse its discretion by denying appellant's motion to stay the settlement because appellant failed to show error or prejudice. Thus, we affirm.

FACTS

This case arises from a June 23, 2015 accident that occurred on Interstate 94 near Dalton. Appellant Raymond Kvalvog's son was driving respondent Mark Schwandt, Kvalvog's other son, and one additional passenger to a high-school basketball tournament in a pickup truck owned by Kvalvog. All four individuals in the pickup truck were members of the boys' basketball team at respondent Park Christian School (PCS). Respondent Josh Lee, the coach of the PCS boys' basketball team, was driving the second vehicle in a three-vehicle caravan heading to Wisconsin. When an unidentified semi truck encroached into the left traffic lane, Kvalvog's son lost control of the pickup truck, which was the last vehicle in the caravan. The pickup crossed into the median and rolled over. Both of Kvalvog's sons were killed, and Schwandt was injured.

Before this case was commenced, Kvalvog brought a wrongful-death claim against Lee and PCS in state court.[1] A jury determined that the unidentified semi-truck driver was negligent and caused the accident. The jury also determined that the trip was a school activity and that neither Lee nor Kvalvog's son was negligent. Kvalvog appealed, and this court affirmed in *Kvalvog v. Lee*, No. A20-0693, 2021 WL 3027269 (Minn. App. July 19, 2021), *rev. denied* (Minn. Sept. 30, 2021).

[1] Kvalvog also sued Lee, PCS, and eight other defendants in federal court, asserting federal civil-rights claims. *Kvalvog v. Park Christian School, Inc.*, 66 F.4th 1147, 1150 (8th Cir. 2023). The federal district court dismissed Kvalvog's complaint, and the Eighth Circuit affirmed. *Id.* at 1151.

This case originated in June 2021 when Schwandt sued Kvalvog, PCS, Lee, and Schwandt's own insurer, respondent American Family Mutual Insurance Company, for the injuries he sustained in the June 23 accident. Relevant to some of the reasons Kvalvog raises for staying the settlement, Kvalvog subpoenaed the state trooper who investigated the accident; the wife of the PCS principal at the time of the accident; and two others. The state trooper and the PCS principal's wife moved to quash the subpoenas.

After a hearing, the district court granted the motions to quash in part and denied them in part. The district court's order permitted Kvalvog to depose the state trooper for a maximum of two hours and the PCS principal's wife for a maximum of 90 minutes, stating that "[t]here are relevant matters to be explored through discovery." Briefly stated, the district court allowed discovery into the state trooper's possible bias based on his friendship with the PCS principal.

On October 6, 2022, Kvalvog amended his answer to assert cross-claims against Lee and PCS for indemnification and contribution. On October 12, via an online platform, all parties participated in mediation. Schwandt settled his claim against American Family based on a standard uninsured-motorist-benefits release. Schwandt also settled his claims against PCS, Lee, and Kvalvog via *Pierringer* releases. During the mediation, Kvalvog was represented by attorney Garth Unke, who was retained by Kvalvog's insurer, Secura Supreme Insurance Company. A claims representative for Secura was also present at the mediation.

On October 13, Unke filed notice of withdrawal as counsel for Kvalvog. On October 24, Schwandt filed a letter with the district court stating that his "claims against all

defendants in this matter have been fully resolved" and that the parties planned to file "a Stipulation of Dismissal with Prejudice" once the "appropriate settlement documents are executed."

On November 2, Kvalvog, acting pro se, moved to "stay the enforcement of any proposed settlement in this case which was alleged to have been made through mediation on or about October 12, 2022." In an accompanying affidavit, Kvalvog averred that he was at the mediation with Unke "in the same virtual room" but had "virtually no contact" with Unke between 1:30 p.m. and 4:40 p.m. "Unke came back and told [Kvalvog] that the case was settled." After learning that he would "no longer have the right to pursue" depositions of the state trooper and the PCS principal's wife or his cross-claims, Kvalvog fired Unke. Kvalvog's affidavit also opposed "the actions by Secura in settling this case" because the settlement was in "bad faith," without his consent, and "adversely affected" his cross-claims and planned depositions. Schwandt, PCS, Lee, and American Family opposed Kvalvog's motion.

On November 14, Secura filed a complaint and notice of intervention, arguing that it had "the right to settle claims made against Defendant Kvalvog" and would "suffer irreparable harm" if the settlement agreement was not enforced. A hearing on Kvalvog's motion and Secura's notice was scheduled for November 22.

On November 21, attorney David Chapman[2] entered a limited appearance on behalf of Kvalvog and moved for "a continuance of the hearing currently scheduled for

[2] Chapman was representing Kvalvog in a separate malpractice matter at the time and had previously represented Kvalvog in this case.

November 22, 2022." In the supporting memorandum of law, Chapman asserted that because Kvalvog approached him "late" about appearing at the November 22 hearing, he had "not had an opportunity to review the merits of . . . Kvalvog's motion" and that until that morning, he was "unaware" that the other parties had responded to Kvalvog's motion. The district court denied the request for a continuance.

During the November 22 hearing, the district court allowed Secura to intervene, noting that no parties "filed any response" to Secura's notice. Kvalvog stated that he "never received" Secura's request to intervene, after which the district court noted that Kvalvog was "required" to "sign up for the eFile and Serve." Kvalvog said he had not signed up for eFile.

The district court then inquired about Kvalvog's motion to stay the settlement. Kvalvog told the district court that he had "no issues at all with the settlement" involving American Family, PCS, Lee, or "monies that they're getting from [Kvalvog's] insurance company." Kvalvog argued that the settlement was "not . . . in good faith," explaining that Secura "took [his] rights away for depositions" and "cross claims" for contribution and indemnity and asked the district court to give him "a little time to simply take the depositions." Kvalvog explained that he wanted the depositions to "get some clarity finally after seven years . . . as to why [his] boys are not here" and that "[i]t's not about the money."

At the conclusion of the hearing, the district court denied Kvalvog's motion to stay the settlement. The district court explained that while it had found the depositions "would be relevant to a claim or defense[,] . . . the claim has settled," and thus, "depositions are no

longer relevant to anything that is going to happen in the future in this case. All claims have been resolved."

On November 23, in a written order, the district court allowed Secura to intervene "for the limited purpose of responding" to Kvalvog's motion to stay the settlement. The district court also denied Kvalvog's motion to stay the settlement, reasoning that "Kvalvog has no legal basis to obstruct or delay the settlements between [Schwandt] and Co-Defendants" and that Secura acted within its "authority" to settle "Schwandt's claim against Defendant Kvalvog for an amount within the applicable policy limits." The district court concluded that "[a]ll claims in this matter have resolved" and that there are "no longer any facts to obtain relevant to any claim or defense."

On December 7, Kvalvog filed a request for leave to file a motion for reconsideration, arguing that (1) he was "never properly served" with the responses to his motion to stay the settlement, and the district court erroneously implied during the hearing that he was required to sign up for eFile; and (2) Unke settled the case without his consent, which was a "miscarriage of justice."

On December 14, Schwandt, PCS, Lee, American Family, and Secura (collectively, respondents) filed a stipulation of dismissal with prejudice of "any and all claims, counterclaims, and cross-claims by and between the parties." On December 21, the district court granted the dismissal with prejudice and directed entry of judgment. That same day, the district court found "no compelling circumstances to support" Kvalvog's request to file a motion to reconsider and denied the request.

Kvalvog appeals.

DECISION

Kvalvog raises three issues on appeal. First, he argues that the district court "erred in declaring that [he], as a pro se litigant was required to sign up for E-File." Second, Kvalvog asserts that the district court abused its discretion by failing to grant him "a continuance to respond to the Complaint in Intervention filed by Secura." Third, he argues that the district court erred in denying his motion to "stay and/or prevent" the settlement. We address these arguments in turn.

I. The district court's statement during the hearing that Kvalvog was required to sign up for the eFiling system was harmless error.

Error is never presumed on appeal. *Midway Ctr. Assocs. v. Midway Ctr., Inc.*, 237 N.W.2d 76, 78 (Minn. 1975). The appellant has the burden to show error, and we "do not reverse unless there is error causing harm to the appealing party." *Id.* (emphasis omitted) (quotation omitted). At the November 22 hearing, Kvalvog stated that he did not receive "any material from anybody" and "never officially got" Secura's complaint and notice of intervention. The district court asked Kvalvog if he "sign[ed] up for the eFile and Serve as [he is] required to do as a party in a case." Kvalvog said he had not. In his brief to this court, Kvalvog argues that the district court erred because it never "issue[d] any Order requiring [him] to sign up for the E-Filing system" and he was not otherwise required to do so under Minn. R. Gen. Prac. 14.01(b)(5)(i).

We agree that Kvalvog was not required to use the eFiling system. "[U]nless otherwise ordered by the presiding judge or judicial officer, a self-represented litigant is not required to" use the eFiling system to electronically file and serve. Minn. R. Gen. Prac.

14.01(b)(5)(i). Because Kvalvog was self-represented when Secura filed its complaint and notice of intervention, the district court erroneously stated that Kvalvog was "required" to use the eFiling system.

But Kvalvog's brief to this court does not contend that he was prejudiced by the district court's statement or its decision to allow Secura to intervene. Kvalvog's brief states that he "told the trial court . . . he understood the right of Secura to settle the case and did not want to . . . step in the way of that." Our review of the transcript shows that Kvalvog had the opportunity to speak to Secura's right to intervene and did not oppose it.

At the hearing, the district court analyzed Secura's right to intervene on the merits and granted the request because (1) "there was a timely application for intervention"; (2) "Secura has an interest in this transaction; namely, in enforcing the settlement"; (3) "the disposition of Mr. Kvalvog's motion may impede Secura's interest and may have an impact on their ability to protect their interest"; and (4) Secura "is not adequately represented by the existing parties." The district court's findings track the applicable law. *See* Minn. R. Civ. P. 24.01; *Minneapolis Star & Tribune Co. v. Schumacher*, 392 N.W.2d 197, 207 (Minn. 1986) (describing the "4-part test that a non-party must meet before being allowed to intervene as of right"). On appeal, Kvalvog does not challenge any of these four determinations, nor does he otherwise challenge Secura's right to intervene.[3]

[3] In his reply brief, Kvalvog argues for the first time that "there is no reason for Secura to intervene" and "no reason for [Secura] to be involved in the litigation." Generally, we "decline[] to consider issues raised for the first time in a reply brief." *Moorhead Econ. Dev. Auth. v. Anda*, 789 N.W.2d 860, 887 (Minn. 2010).

Thus, while the district court mistakenly stated that Kvalvog was required to sign up for the district court's eFiling system, Kvalvog fails to show he was prejudiced by this remark or by the district court's decision to allow Secura to intervene.

II. The district court did not abuse its discretion by not granting Kvalvog a continuance.

"The granting of a continuance is a matter within the discretion of the trial court and its ruling should not be reversed absent a showing of clear abuse of discretion." *Weise v. Comm'r of Pub. Safety*, 370 N.W.2d 676, 678 (Minn. App. 1985). Kvalvog argues that because he was not properly served with Secura's complaint and notice of intervention, the district court should have granted him a continuance to respond. Secura and Schwandt argue in their joint brief that "Kvalvog never directly asked for a continuance, and therefore he waived such an argument."

Kvalvog's brief to this court acknowledges that he "did not specifically ask for a continuance" to respond to Secura's notice of intervention but argues that the district court "should have stepped in to grant [him] . . . a short period of time to respond to the Complaint in Intervention." Generally, this court only considers issues that "were presented and considered by the trial court." *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). "Appellate review of an issue can be forfeited when a party fails to raise the issue in the district court." *Ries v. State*, 920 N.W.2d 620, 639 (Minn. 2018); *see Leiendecker v. Asian Women United of Minn.*, 895 N.W.2d 623, 631 n.3 (Minn. 2017) ("[F]orfeiture refers to the failure to timely assert a right."). Because Kvalvog failed to ask the district court for a

continuance to respond to Secura's complaint and notice of intervention, he forfeited the issue.[4]

Even if we consider Kvalvog's argument that the district court erred by failing to grant him a continuance, Kvalvog's brief to this court does not contend that he was prejudiced. *See Midway Ctr. Assocs.*, 237 N.W.2d at 78 (stating that "error without prejudice is not ground for reversal" (quotation omitted)). As detailed above, Kvalvog does not challenge Secura's right to intervene or the district court's decision to grant Secura's notice of intervention. Thus, Kvalvog fails to show that he was prejudiced by not receiving a continuance to respond to Secura's complaint and notice of intervention.

III. The district court did not abuse its discretion by denying Kvalvog's motion to stay the settlement.

"Generally, whether to stay a proceeding is discretionary with the district court, [and] its decision on the issue will not be altered on appeal absent an abuse of that discretion." *Fed. Home Loan Mortg. Corp. v. Nedashkovskiy*, 801 N.W.2d 190, 192 (Minn. App. 2011) (quotation omitted). In his brief to this court, Kvalvog argues that the district court erred by not granting his motion to "stay and/or prevent" the settlement. Kvalvog contends that Unke "did not live up to his fiduciary duty to Kvalvog" when he agreed to settle the case within the insurance-policy limits, because the settlement caused Kvalvog to lose his cross-claims and planned depositions.

[4] We note that attorney Chapman argued for a "continuance of the hearing" to "review the merits" of "Kvalvog's motion" to stay the settlement but did not request a continuance to respond to Secura's complaint and notice of intervention.

A. Error

In his motion to stay the settlement, Kvalvog asserted that Secura acted in "bad faith" because "any sort of settlement that [Secura] tried to put together should not have in any way adversely affected the [cross-]claims that [Kvalvog] planned on bringing as well as the depositions which were granted." In a November 23 order, the district court denied Kvalvog's motion, finding that "[t]he policy of insurance provides, in relevant part, that Secura has the right to settle or defend, as it considers appropriate, any claim or suit seeking damages for bodily injury or property damage" and that Secura "settled Plaintiff Schwandt's claim against Defendant Kvalvog for an amount within the applicable policy limits." On appeal, Kvalvog contends that the district court abused its discretion by denying his "motion to stay and/or prevent the entry of the stipulated mediation agreement."

The district court did not abuse its discretion by denying Kvalvog's motion to stay the settlement for two reasons. First, Kvalvog waived any argument to "prevent the entry" of the settlement. Waiver is the "intentional relinquishment of a known right." *In re Civ. Commitment of Giem*, 742 N.W.2d 422, 432 (Minn. 2007) (quotation omitted). Schwandt and Secura's joint brief argues that Kvalvog "agreed below that Schwandt should be allowed to settle his claims." Similarly, PCS, Lee, and American Family's joint brief argues that Kvalvog "waived any objections to all settlements to which Secura" is not a party.

We conclude that Kvalvog's motion asked the district court to "delay" the settlement and did not ask the district court to stop or prevent the settlement. At the November 22 hearing, the district court asked Kvalvog whether he had the "right to prevent" the settlements between Schwandt, PCS, Lee, and American Family, and Kvalvog

responded, "I'm not here to undo any settlements." Kvalvog repeatedly stated throughout the hearing that he did not want to "stop or undo anything" related to "anybody's settlement." Rather, Kvalvog stated that he "simply wanted to delay [the case] to get to depositions to get some clarity" and "get to the truth." In his brief to this court, Kvalvog acknowledges that he told the district court he "understood the right of Secura to settle the case" and did not want to "step in the way of that." Because Kvalvog did not ask to prevent or stop the settlements during district court proceedings, he waived this argument.

Second, Kvalvog fails to show any basis for granting a stay. Kvalvog argues that Unke breached his fiduciary duty by settling within the insurance-policy limits and relies on a formal opinion from the American Bar Association (ABA) Committee on Ethics and Professional Responsibility and on caselaw. Kvalvog contends that under ABA formal opinion 96-403, "Attorney Unke should have advised [Kvalvog] of his right to take over the defense of his case at his expense and with his own private counsel," and by failing to do so, "Attorney Unke abandoned his fiduciary duty."

ABA formal opinion 96-403 states that a lawyer hired by an insurer to defend an insured "must make appropriate disclosure sufficient to apprise the insured of the limited nature of his representation as well as the insurer's right to control the defense in accordance with the terms of the insurance contract." ABA Comm. on Ethics & Pro. Resp., Formal Op. 96-403 (1996). Further, "[i]f the lawyer knows that the insured objects to a settlement . . . he may not proceed without giving the insured an opportunity to assume responsibility for his own defense at his own expense." *Id.*

Kvalvog appears to contend that Unke did not advise him of the limited nature of Unke's representation or give Kvalvog an opportunity to assume responsibility for his own defense. Kvalvog, however, failed to raise these issues before the district court in support of his motion to stay the settlement, and we generally do not consider new issues on appeal. *See Thiele*, 425 N.W.2d at 582 (stating that a party cannot raise new theories on appeal). Further, Kvalvog cites no caselaw applying ABA formal opinion 96-403 to prevent a settlement within the policy limits. Thus, Kvalvog's argument that Unke violated his fiduciary duty under ABA formal opinion 96-403 is unavailing.

Kvalvog also relies on three cases to show Unke "did not live up to his fiduciary duty." Kvalvog cites *Crum v. Anchor Casualty Co.*, involving a claim by an insured against their insurer for failure to defend an action brought by the insured's tenant. 119 N.W.2d 703, 704, 707 (Minn. 1963). Next, he cites *Lange v. Fidelity & Casualty Co. of New York*, in which an insured sued their insurer, alleging that the insurer "acted in bad faith" by refusing to settle a personal-injury action within the limits of its policy. 185 N.W.2d 881, 883 (Minn. 1971). Lastly, Kvalvog cites *Kissoondath v. United States Fire Insurance Co.*, in which an insured assigned his bad-faith claim against his insurer based on the insurer's "failure to protect him from personal liability by settling within policy limits." 620 N.W.2d 909, 913 (Minn. App. 2001), *rev. denied* (Minn. Apr. 17, 2001).

These cases do not support Kvalvog's challenge to the settlement of Schwandt's claim against him. The district court determined that Secura "settled . . . for an amount within the applicable policy limits," which was within its "rights expressly stated under its policy contract with Defendant Kvalvog." Kvalvog does not challenge this determination

and cites no caselaw suggesting that an insurer breaches its fiduciary duty by settling within the policy limits. *Crum* concerns an insurer's refusal to defend the insured based on an alleged lack of coverage under the policy, and both *Lange* and *Kissoondath* involve an insurer's *failure* to settle within the policy limits. Thus, the district court did not err by denying Kvalvog's motion to stay the settlement.

B. Prejudice

Even if the district court erred by denying Kvalvog's motion to stay the settlement, Kvalvog fails to show that the "error caus[ed] harm."[5] *Midway Ctr. Assocs.*, 237 N.W.2d at 78 (emphasis omitted) (quotation omitted). Kvalvog asserts that by settling, "[a]ttorney Unke forced [him] to lose the most important aspects of this case, namely: his cross claims and his depositions." We address Kvalvog's cross-claims and depositions in turn.

In its order denying Kvalvog's motion to stay the settlement, the district court determined that the only cross-claims Kvalvog asserted "were claims for contribution and indemnity." The district court also found that Schwandt settled his claims "on a *Pierringer* basis" with the two defendants Kvalvog identified in his contribution and indemnity claims—Lee and PCS. Respondents argue that the *Pierringer* releases extinguished Kvalvog's cross-claims for contribution and indemnity. We agree with respondents.

[5] Kvalvog's reply brief argues that he "will be harmed in many ways by the settlement," which "will make it harder" and more costly "to obtain replacement insurance," and he "would essentially be acknowledging wrongdoing." Because Kvalvog raises these arguments for the first time in his reply brief, we decline to consider them. *See Moorhead Econ. Dev. Auth.*, 789 N.W.2d at 887.

The supreme court has held that when there is a *Pierringer* settlement, "any claims for contribution brought by the nonsettling defendants against the settling defendants are barred as a matter of law because the legal effect of the *Pierringer* release is that each tortfeasor pays only its proportionate share of liability, and no more." *Sershen v. Metro. Council*, 974 N.W.2d 1, 13 (Minn. 2022) (quotation omitted). Likewise, a *Pierringer* settlement may also apply to cross-claims for indemnification, in which case "the indemnity cross-claims between all defendants should also be dismissed." *Frey v. Snelgrove*, 269 N.W.2d 918, 922 (Minn. 1978). Because Schwandt's settlements with Kvalvog, Lee, and PCS used *Pierringer* releases that "discharged [settling defendants] from any liability for contribution or indemnity on [Schwandt's] claims," the settlements barred Kvalvog's cross-claims against Lee and PCS, as well as any future claims against Kvalvog for Schwandt's injuries. Thus, Kvalvog fails to show prejudice.

Kvalvog also argues that he was prejudiced because "the depositions he fought so hard to obtain [are] . . . gone." At the November 22 hearing, Kvalvog stated that the "only relief" he wanted from his motion to stay the settlement was to take the depositions of the state trooper and the PCS principal's wife "to get to the truth." The district court, in denying Kvalvog's motion, stated that it understood Kvalvog's "personal desire to . . . have the answers to [his] questions." The district court added that because "[a]ll claims have been resolved," the depositions "are no longer relevant to anything that is going to happen in the future in this case." In a written order, the district court concluded that "[f]urther discovery in this matter, where all matters are resolved, would constitute an abuse of the civil

discovery process" because "[t]here are no longer any facts to obtain relative to any claim or defense," citing *Garrity v. Kemper Motor Sales*, 159 N.W.2d 103, 107 (Minn. 1968).

In their joint brief, Schwandt and Secura argue that "Kvalvog does not dispute that discovery only applies to relevant matters" and that "[d]epositions of non-party witnesses simply are no longer relevant because this case settled." PCS, Lee, and American Family's joint brief argues that Kvalvog "has no claim or defense for which discovery can be undertaken."

We acknowledge Kvalvog's understandable anguish and desire for information about the accident that caused the deaths of his two sons. Still, "the only objective of the pretrial discovery rules is to allow a party to obtain all of the facts relative to a claim or defense." *Garrity*, 159 N.W.2d at 107; *see also* Minn. R. Civ. P. 26.02(b) ("Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense . . . ."). Because "[a]ll claims in this matter have resolved," including any claims against Kvalvog and Kvalvog's cross-claims, the depositions of the state trooper and the PCS principal's wife are no longer "relevant to any party's claim."[6] Minn. R. Civ. P. 26.02(b).

[6] We note that this court previously determined, in the appeal of Kvalvog's wrongful-death action, that "impeachment of [the state trooper's] testimony" with allegations of "personal connections" between the trooper and the PCS principal "would not have had a probable effect on the verdict." *Kvalvog*, 2021 WL 3027269, at *10-11.

Accordingly, Kvalvog fails to show that he was harmed when the district court denied his request to stay the settlement. In sum, the district court did not abuse its discretion by denying Kvalvog's motion to stay the settlement.

Affirmed.