This opinion is nonprecedential except as provided by Minn.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
A24-1802

Doris Evanson, et al.,
Respondents,

vs.

Heidi Bealka, et al.,
Defendants,

Donald Evanson,
Appellant,

and

Doris Evanson, et al.,
Respondents,

vs.

Donald Evanson,
Appellant,

Evanson & Evanson,
Respondent,

American Plumbing Company of Winona, Inc.,
Defendant.

Filed August 4, 2025
Affirmed
Bentley, Judge

Winona County District Court
File No. 85-CV-18-2398

Craig R. Steger, Hale, Skemp, Hanson, Skemp & Sleik, La Crosse, Wisconsin (for respondents)

William L. French, French Law Office, Rochester, Minnesota (for appellant)

Considered and decided by Bentley, Presiding Judge; Frisch, Chief Judge; and Segal, Judge.*

NONPRECEDENTIAL OPINION

BENTLEY, Judge

Following a jury verdict for respondents on a breach-of-fiduciary-duty claim, and the district court's denial of appellant's motion for judgment as a matter of law (JMOL) and for a new trial, appellant argues the district court (1) erred by denying the JMOL motion because damages were speculative and based on a theory that had not been pled and (2) abused its discretion in denying the motion for a new trial because the court should have granted his motion in limine and because the evidence did not show that appellant owed respondents a fiduciary duty when the alleged breach occurred. We affirm.

FACTS

This case involves disputes arising out of a family business. Brothers Donald Evanson, appellant, and the late Carl Evanson were the sole partners of Evanson & Evanson (E&E), a Minnesota general partnership formed to own and rent property. The Evanson brothers also co-owned another business, American Plumbing Company of Winona, Inc. (APC). Both businesses were described as "asset rich, cash poor." After Carl's death in 2014, his wife, respondent Doris Evanson, became a partner of E&E. Carl's

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

son, respondent Christopher Evanson, became the personal representative of Carl's estate in 2018.[1]

Following Christopher's appointment as personal representative, he and Doris (collectively, respondents) filed two lawsuits relating to Donald's management of E&E and APC. The lawsuits, which were eventually consolidated, asserted several claims and named several parties, but this appeal only concerns the claim that Donald breached his fiduciary duty to the E&E partnership and to Carl's estate. Respondents tried that claim to a jury and were awarded $500,000. The following factual summary is based on evidence presented at that trial.[2]

Background

E&E owned two properties that were secured by the same mortgage: a school property and a farm referred to as "Southforks." Southforks is a large parcel in Winona County that includes tillable acres, recreational land, outbuildings, and a house. E&E intended for Southforks to be a "legacy property" for the family's use and enjoyment, as well as an investment property for the partnership. Southforks was appraised at $1,246,000 in 2010.

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[1] Because Donald Evanson, Carl Evanson, Doris Evanson, and Christopher Evanson share a surname, we refer to them by their first names.

[2] We present the facts in the light most favorable to the nonmoving parties—here, respondents—as is required on review of an order denying a post-trial motion for judgment as a matter of law or, in the alternative, a new trial. *Vermillion State Bank v. Tennis Sanitation, LLC*, 969 N.W.2d 610, 618 (Minn. 2022).

APC completed "specialty niche work," primarily as a contractor for government entities. APC owned a 6-acre parcel with a maintenance shop, an office building, and several sheds. Its assets also included various construction materials and large equipment, such as bulldozers, loaders, excavators, and cranes, as well as a large amount—potentially thousands of tons—of scrap metal that it had accumulated from demolition projects. APC turned a profit until about the late 1990s.

Financial Troubles Begin

In 2003, "a perfect storm" broke out: three projects went poorly, leading APC to cease nearly all operations. Some Evanson family members remained employed at APC until around 2006. They worked on clearing and organizing the property for a scrap auction but never completed the process. On several occasions, Carl met with an auctioneer to facilitate selling the scrap at an auction. But each time, Donald shut down the auction idea because he believed the auctioneer undervalued the scrap.

By 2009, the brothers had again made plans to sell the APC real estate and scrap. Donald testified that he could have arranged for a scrap auction with the help of family members and that selling the scrap would have helped relieve the "cash flow problem" that the businesses were facing. Christopher testified that an auctioneer had offered to pay $250,000 to handle the cleanup and sale of all the APC scrap and equipment. Donald again declined to sell the scrap metal.

Foreclosure and Redemption

In 2011, the bank foreclosed on Southforks and the school property, and the properties were sold at a sheriff's sale in October of that year. The school property could be redeemed if E&E paid the bank approximately $226,000 within six months, and Southforks could be redeemed if E&E paid the bank approximately $260,000 within one year. Donald made efforts to redeem both properties.

Donald intended to sell the real estate and scrap materials from APC and redeem Southforks with the proceeds. For the APC property, Donald found a buyer willing to pay around $720,000 and executed a purchase agreement subject to various conditions. One of the conditions was that the property be cleared of scrap and other equipment. Donald scheduled a scrap auction in October, but the scrap auction was never held.

On or around September 11, 2012, Donald emailed his children, including his daughter, Heidi Bealka, and told them that there would no longer be a scrap auction. Two days later, Bealka emailed a banker at AgStar explaining that Southforks was being foreclosed on, that Donald and Carl "would be willing to assign redemption rights to [Bealka]" if she could obtain financing to redeem the property, and that she would need about $260,000 to do so. Donald worked with Bealka to get her a loan to redeem Southforks.

On September 21, 2012, about a month before the redemption deadline for the farm, Donald emailed a large group of family members announcing that the sale of the APC property was unlikely to go through. He alluded that he had identified another purchaser.

Four days later, Bealka emailed Donald and E&E's attorney to express her intentions in purchasing Southforks. She explained:

> My sole interest in redeeming the rights to the farm is to carry the torch forwards toward those primary objectives, on behalf of my extended family. It is under these premises that I

> approached my Dad as a potential "temporary holder" of the farm until he and Uncle Carl can clear up their other investments, generate some liquidity, pay off the financing on the farm, and take their ownership interests back. I inten[d] to serve as the preservationist of about $1,000,000 in family equity in a temporary way. In more recent years, after the liquidity of E&E and APC assets and real property holdings became a pressing concern, my Dad had several times suggested that his and Carl's heirs apparent ought to consider setting up a trust to hold the farm, but there is simply not time to do that under current circumstances.

Shortly thereafter, E&E executed a quitclaim deed that assigned its interests in Southforks to Bealka.

As for the school property, Donald found investors to pool funds into a mortgage trust that covered the redemption cost of the school property. E&E applied the rent it received from the school tenant to pay the cost of the mortgage for a time. But in December 2012, Donald learned that the tenant was leaving the school property. And without the tenant, Donald believed that he would not have the funds to service the loans the partnership had taken out to redeem the school. To secure the funds, Donald again decided to liquidate the APC property, but he did not follow through because "the scrap market was depressed," and "there were IRS liens in place." From then on, Donald monitored scrap prices but did not facilitate an auction. E&E stopped the monthly payments after the school tenant left.

In September 2014, Carl died. His wife, Doris, became a partner three months later. Over the following years, Doris and Donald's relationship frayed.

Litigation

In September 2018, Doris and Christopher sued Bealka, Donald, AgStar, and a lawyer who worked with the partnership ("the constructive trust action"). Doris brought the suit individually and as a partner in E&E, and Christopher was acting in his capacity as personal representative of Carl's estate. The complaint alleged that Bealka was unjustly enriched in purchasing Southforks, that the quitclaim deed was not validly executed by Carl, and that Donald breached a fiduciary duty to E&E in executing the quitclaim deed to Bealka. The complaint requested, among other things, a determination that Southforks is subject to a constructive trust for Doris, Christopher, and E&E.

In November 2019, Doris, in her capacity as an E&E partner, and Christopher, in his capacity as personal representative of Carl's estate, filed a separate complaint ("the dissolution action"), naming Donald as the defendant and E&E and APC as nominal defendants. The complaint alleged, among other things, that Donald breached his fiduciary duties to E&E and APC "by knowingly and willingly blocking multiple transactions to sell partnership property favorably, and by failing to properly notify Plaintiffs of the impending tax forfeiture in a timely fashion[.]" The complaint sought, among other things, the accounting and dissolution of APC and E&E, and damages from Donald for his breach of fiduciary duty.[3] The court soon appointed a receiver to liquidate the APC and E&E assets. When APC was eventually liquidated, the scrap was sold for $140,022.60, and the real

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[3] The district court managed both actions as though they were consolidated, although they were not formally consolidated until 2024.

estate was sold for $530,642.52. The receiver paid $177,347.20 in back taxes owed on the APC property.

By January 2022, the party-attorney and AgStar were dismissed from the constructive-trust action. The district court entered a stipulated order for separate trials to resolve the claims against the remaining parties: Bealka (Phase I trial) and Donald (Phase II trial).

Phase I Trial

The district court held the Phase I bench trial in May 2022 and filed its findings of fact, conclusions of law, verdict, and order for judgment in September 2022. The court determined that Doris and Christopher had standing to sue Bealka in their capacities as partner of E&E and Carl's personal representative, respectively. The district court determined that the quitclaim deed conveying Southforks to Bealka "was knowingly executed by the partnership, was not void, and thus, is valid and bound the Partnership." Relatedly, the district court found there was inadequate evidence to prove that Carl believed there was "an unwritten side agreement allowing the Partnership to maintain enforceable rights to eventually recover Southforks." As to the unjust-enrichment claim, the district court found that Bealka did not act in bad faith and did not take on a binding trust obligation when dealing with the partnership.

Phase II Trial

The district court held the Phase II jury trial in January 2024, which spanned three days. The sole issue was respondents' claim that Donald breached the fiduciary duty he owed to E&E, its partners, and Carl's estate.

On the first day of trial, the district court heard Donald's motions in limine, which included a request for dismissal of the breach-of-fiduciary-duty claim and, in the alternative, a jury instruction that the sale of Southforks to Bealka "was knowingly executed by the Partnership, was not void, and thus is valid and bound the Partnership." Respondents argued that the motion in limine seeking dismissal was a dispositive motion in disguise. The district court agreed with respondents and ruled that the motion was "not timely before the Court" because the deadline for dispositive motions had passed. Nevertheless, the jury was instructed at the outset that "[s]ome legal issues in this dispute have already been litigated" and that the jury's role is "to resolve the breach of fiduciary duty claims by plaintiffs Doris Evanson and Christopher Evanson against defendant Donald Evanson."

Donald, Christopher, and Bealka testified. Doris did not; she was excused for medical reasons. For the first time in these proceedings, Bealka testified that if Donald and Carl would have reimbursed her, she would have transferred Southforks back to E&E. She supposed that she likely would have entertained that arrangement for about two years, between 2013 and 2014, but she was unsure beyond that.

In closing argument, Donald's counsel emphasized that Donald did not violate his fiduciary duty because Carl consented to the conveyance of Southforks to Bealka and was happy to keep the property in the family. In their closing argument, respondents stressed that Donald had failed to take actions within his power to liquidate the APC property and generate capital so that Southforks could be redeemed. Respondents contended that even after Southforks had been conveyed to Bealka, Donald could have generated funding to buy Southforks back from her and sell the farm for Doris's benefit. Counsel asked the jury to award respondents $500,000 for Southforks and almost $150,000 for losses on the APC and school properties.

Following closing arguments, Donald sought a curative instruction on the basis that respondents' closing argument referenced facts not in evidence relating to attorney fees, the timing of accumulation of property taxes on the properties, and a witness's love for the Evanson family. He requested a renewed instruction that the jury "should only consider the evidence in the case." The district court denied the motion because Donald had not objected during the closing, and the jury already had been instructed that attorney statements in closing are not evidence.

The jury found that Donald breached a fiduciary duty and awarded $500,000 to respondents.

Posttrial Motions

After trial, Donald moved for JMOL or, in the alternative, for a new trial. He argued that he was entitled to a new trial or JMOL because respondents' closing-argument theory—that Donald had breached his fiduciary duty by failing to repurchase Southforks from Bealka and sell the parcel—was not in the pleadings, and the evidence did not support an award of net proceeds from the sale of Southforks as required by that theory. He also argued that he was entitled to a new trial or JMOL because the district court erred in denying the pretrial motion in limine asking for dismissal of the breach-of-fiduciary-duty claim and, in the alternative, to instruct the jury that the Phase I trial found E&E's transfer of Southforks to be valid.

The district court denied the posttrial motions in their entirety. The district court determined that the evidence supported respondents' claim that Donald breached his fiduciary duty and that Donald was on notice of the claim. The district court also explained that it did not instruct the jury on the Phase I trial's finding that the Southforks sale was valid because, at the Phase II trial, respondents' claim was not about the sale's validity; it was about whether Donald breached a fiduciary duty to the partnership. Finally, the district court concluded that the damages award was supported by the evidence.

Donald appeals.

DECISION

Donald makes four primary arguments. He maintains that he was entitled to judgment as a matter of law (JMOL) because (1) the jury awarded damages based on a theory that was not pled and (2) the damage award lacked a legally sufficient evidentiary basis and was therefore speculative. He also argues that he is entitled to a new trial because (3) the district court abused its discretion by denying his pretrial motion in limine, and (4) he did not owe a fiduciary duty to respondents during the period for which the jury awarded damages. We first address his arguments relating to the denial of JMOL, and then turn to his arguments relating to the denial of a new trial.

I

A district court may grant JMOL against a party when that "party has been fully heard on an issue and there is no legally sufficient evidentiary basis for a reasonable jury to find for that party on that issue[.]" Minn. R. Civ. P. 50.01(a). We review the denial of a motion for JMOL de novo and view the evidence in the light most favorable to the nonmoving party. *Vermillion State Bank v. Tennis Sanitation, LLC*, 969 N.W.2d 610, 618 (Minn. 2022). This means we "*must* ignore all the evidence that points in favor of the moving party and focus solely on the evidence supporting the nonmoving party's position." *Peterson v. W. Nat'l Mut. Ins. Co.*, 946 N.W.2d 903, 911 (Minn. 2020). If there is "sufficient evidence to present an issue of fact for the jury," this court will affirm the denial of a motion for JMOL. *Jerry's Enters., Inc. v. Larkin, Hoffman, Daly & Lindgren, Ltd.*, 711 N.W.2d 811, 816 (Minn. 2006).

Donald argues that he is entitled to JMOL because respondents "relied exclusively" on an unpled theory in closing argument. The theory is that Donald breached his fiduciary duty by failing to raise the funds necessary to repurchase Southforks from Bealka between 2012 and 2014 (the failure-to-repurchase theory). Under that theory, the repurchase of Southforks would have permitted Donald to sell the farm, generating at least $500,000 for both partners. Donald also argues that the evidence does not support the award of $500,000 for the net proceeds of the eventual sale of the farm.

We turn first to Donald's argument that the pleadings do not adequately describe the failure-to-repurchase theory or the special damages arising out of that theory. Because Minnesota is a notice-pleading state, pleadings must "give the adverse party fair notice of the theory on which the claim for relief is based." *Haugland ex rel. Donovan v. Mapleview Lounge & Bottleshop, Inc.*, 666 N.W.2d 689, 694 (Minn. 2003) (quotation omitted). Special damages, which are "the natural but not the necessary and inevitable result of the wrongful act," *Miller v. Soo Line R.R. Co.*, 925 N.W.2d 642, 656 (Minn. App. 2019) (quotation omitted), must be "specifically stated" in pleadings, Minn. R. Civ. P. 9.07.

"When issues not raised by the pleadings are tried by express or implied consent of the parties, they shall be treated in all respects as if they had been raised in the pleadings." Minn. R. Civ. P. 15.02. "Consent is commonly implied either where the party fails to object to evidence outside the issues raised by the pleadings or where he puts in his own evidence relating to such issues." *T. W. Sommer Co. v. Mod. Door & Lumber Co.*, 198 N.W.2d 278, 281 (Minn. 1972) (quoting *Roberge v. Cambridge Coop. Creamery Co.*, 67 N.W.2d 400, 403 (Minn. 1954)).

Donald contends that "[i]f there is a new factual claim, as here, then it is imperative that plaintiff move to amend the complaint." But Donald did not object to the failure-to-repurchase theory in his closing argument. He therefore implicitly consented to the theory, *id.*, and it "shall be treated . . . as if [it] had been raised in the pleadings," Minn. R. Civ. P. 15.02. Moreover, although the failure-to-repurchase theory is not specifically described in the pleadings, the pleadings put Donald on notice of respondents' general theory: that he breached his fiduciary duty by failing to liquidate assets to prevent the transfer of Southforks and by ultimately transferring Southforks. For these reasons, we are not persuaded that his argument regarding the pleadings warrants JMOL.

As a separate basis for JMOL, Donald argues that the jury could award $500,000 in damages under the failure-to-repurchase theory only if it engaged in impermissible speculation. In so arguing, Donald presumes that the jury awarded damages based on that theory. But Donald is not entitled to JMOL unless there is "no legally sufficient evidentiary basis for a reasonable jury to find" that he breached a fiduciary duty and caused respondents financial loss in the sum of $500,000. *See* Minn. R. Civ. P. 50.01(a). In this context, that means Donald is not entitled to JMOL if the jury's verdict could have been based on a theory that does not require speculation. *See Kelly v. City of Minneapolis*, 598 N.W.2d 657, 663 (Minn. 1999) (reinstating jury finding where the evidence supported "at least two theories" consistent with the jury's findings in its special verdict form).

Based on our review of the record, we conclude that there is a legally sufficient evidentiary basis for the jury's award of $500,000 that is separate and apart from the failure-to-repurchase theory. The jury was instructed that "recoverable damages may include the lost value of an asset[.]" The jury reasonably could have concluded that Donald's decision to cancel the APC scrap auction in October 2012, shortly before the Southforks redemption period expired, prevented the partnership from raising the $260,000 it needed to redeem the farm. Viewing the evidence in the light most favorable to the verdict, that decision constituted a breach of Donald's fiduciary duty to the partnership and resulted in the loss of $1,000,000 in equity in the farm. Because the jury's verdict is consistent with the evidence, the district court did not err by denying Donald's motion for JMOL.

II

Donald alternatively argues that the district court abused its discretion in denying his motion for a new trial. A district court may grant a new trial for "[e]rrors of law occurring at the trial, and objected to at the time or, if no objection need have been made pursuant to Rules 46 and 51, plainly assigned in the notice of motion." Minn. R. Civ. P.

59.01(f).[4] "We review a district court's decision to grant or deny a new trial for an abuse of discretion." *Christie v. Est. of Christie*, 911 N.W.2d 833, 838 (Minn. 2018). An appellate court "will not set aside a jury verdict on an appeal from a district court's denial of a motion for a new trial unless it is manifestly and palpably contrary to the evidence viewed as a whole and in the light most favorable to the verdict." *Navarre v. S. Wash. Cnty. Schs.*, 652 N.W.2d 9, 21 (Minn. 2002) (quotations omitted).

A

Donald argues that the district court made three legal errors relating to his motion in limine that warrant a new trial.

First, Donald contends that the district court erred by not granting his "motion in limine." The motion asked the court to dismiss the fiduciary-duty claim based on the finding from Phase I of the trial that the sale of Southforks to Bealka was valid. And if the court did not dismiss the claim, the motion asked the court to instruct the jury about the

[4] "[Minnesota Rule of Civil Procedure 46] requires a party to raise his objection to a court's order at the time it is made. Indeed, a litigant is not normally entitled to remain silent when he believes the court has committed error, and then raise his objection only if the jury returns an unfavorable verdict." *Lines v. Ryan*, 272 N.W.2d 896, 904 n.8 (Minn. 1978); *see also Abdul-Haqq v. LaLiberte*, 985 N.W.2d 357, 364 (Minn. App. 2023), *rev. denied* (Minn. May 16, 2023) (citing *Lines* for this proposition). Minnesota Rule of Civil Procedure 51.04(b) permits a court to "consider a plain error in the [jury] instructions affecting substantial rights that has not been preserved as required by Rule 51.04(a)(1) or (2)."

prior finding "that the sale of Southforks to Bealka was knowingly executed, was not void, and was valid."[5]

The district court did not abuse its discretion in treating Donald's "motion in limine" as a motion for summary judgment and denying it as untimely. Donald admitted that the motion was dispositive: the district court asked whether, if the motion were granted, "we all go home," and Donald's attorney replied, "Correct." A dispositive pretrial motion based on matters outside the pleadings is properly treated as a motion for summary judgment. *See* Minn. R. Civ. P. 12.03 (stating that a motion for judgment on the pleadings that presents "matters outside the pleadings . . . shall be treated as one for summary judgment and disposed of as provided for in Rule 56"). The label attached to the motion is not dispositive. *See Hebrink v. Farm Bureau Life Ins. Co.*, 664 N.W.2d 414, 419 (Minn. App. 2003) (holding that a district court did not abuse its discretion by treating a "motion in limine" that "functioned as a motion for summary judgment" as a motion for summary judgment). And although the motion was for summary judgment, it was served only 10 days before it was heard at the pretrial conference. The summary-judgment motion was therefore untimely, Minn. R. Civ. P. 56.02 (providing that "in no event shall [a motion for

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[5] Donald also states that the district court "admitted at the hearing on post-trial motions that it had been incorrect and recognized that it should have given the requested curative instruction." The transcript suggests otherwise. Rather, the district court noted that the general rules of practice, which it initially misunderstood, permit objections after closing argument. The district court said that the rules indicated the court "should potentially give a specific instruction," but it did not say that it "recognize[d]" that it should have given any specific curative instruction.

summary judgment] . . . be served less than 14 days before the time fixed for the hearing"), and the district court did not err in declining to hear it on that basis.

Second, Donald argues that the district court at least should have instructed the jury that E&E's sale of Southforks to Bealka was valid. We review a district court's refusal to give a jury instruction for abuse of discretion. *Vermillion*, 969 N.W.2d at 629. "This means that we will not reverse where jury instructions overall fairly and correctly state the applicable law. And even if a jury instruction materially misstates the law, we need not grant a new trial unless the error was prejudicial." *Id.* (citation and quotation omitted).

Donald has not shown that the district court abused its discretion in failing to instruct the jury about the validity of the Southforks sale. Donald argues that respondents were "allowed to relitigate facts regarding the Southforks transaction," and he gives one example: "that Carl had relied upon Bealka's view that she was temporary holder of Southforks." But at the Phase I trial, the district court did not decide what Carl believed. Instead, it ruled that the partnership was bound by the deed even if Carl had a belief "different from the language of the [deed]." Thus, Donald does not identify any facts that were impermissibly relitigated. Donald also does not explain how he was prejudiced by the district court's failure to instruct, i.e., that the relitigation of facts relating to the Southforks transaction affected the verdict. Rather, he states that respondents abandoned the claim in closing argument. If anything, that assertion suggests that Donald was *not* prejudiced. Because the refusal to instruct the jury neither unfairly stated the applicable law nor prejudiced Donald, the district court did not abuse its discretion in denying his new-trial motion. *See Christie*, 911 N.W.2d at 838.

Third, Donald argues that respondents' closing argument contained "manifestly prejudicial statements" that relied on facts not in the record including the following: (1) that Carl "believed, reasonably so, that the money was going to come back to him"; (2) that Donald "fought [respondents] every step of the way"; and (3) that "not included in here is the enormous attorney fees that [respondents] undertook out of their own pocket to try and recover Southforks." He contends that "the court's failure to give the [curative] instruction constitutes an abuse of discretion requiring a new trial." Respondents contend that the district court had discretion to consider whether a curative instruction was warranted, and it did not abuse that discretion.

Again, Donald did not demonstrate that he was prejudiced by the denial of his curative-instruction request. If the court provided the curative instruction he requested, it would have instructed that "the jury should only consider the evidence in the case." But the court instructed the jury that their decision must be "based solely on the evidence," that "[n]othing the attorneys say during the trial, including opening statement and closing argument, is evidence," and that the jurors should rely on their own memories if the attorneys made statements inconsistent with the evidence. Because the jury had already been instructed to consider only the evidence in the case, which we presume it followed, *Frazier v. Burlington N. Santa Fe Corp.*, 811 N.W.2d 618, 630 (Minn. 2012), we are not persuaded that the district court abused its discretion by declining to repeat that instruction.

B

Finally, Donald argues that the verdict was not supported by the evidence because he did not owe a fiduciary duty to respondents when the alleged breach occurred and resulted in the sale of Southforks. He contends that he did not owe Doris a fiduciary duty until she became a partner in 2014, and he did not owe Christopher a fiduciary duty until he was appointed as personal representative of Carl's estate in 2018. Respondents argue that they are the proper parties to bring the claims because Christopher is pursuing the claim on behalf of Carl's estate, and Doris is asserting the claim on behalf of the partnership.

Donald cites no authority to support his position that a current partner may not assert claims on behalf of the partnership that occurred before she became a partner. Nor does Donald cite authority about a personal representative's ability to assert claims on behalf of an estate that arose before the personal representative's appointment. He also does not address the district court's decision at the Phase I trial that Doris and Christopher have standing to sue as partner and personal representative, respectively. "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." *Scheffler v. City of Anoka*, 890 N.W.2d 437, 451 (Minn. App. 2017) (citing *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971)), *rev. denied* (Minn. Apr. 26, 2017). We have carefully reviewed the record and arguments and have not identified any obvious prejudicial error. Donald therefore forfeited his argument relating to respondents' ability to assert claims that predated their appointment as partner of E&E and personal representative of Carl's estate, respectively.

Affirmed.