This opinion is nonprecedential except as provided by Minn.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
A25-1205

Magnifi Financial Credit Union,
Respondent,

vs.

Harriet Lewis,
Appellant,

The Patio Park Association, et al.,
Defendants.

Filed February 17, 2026
Affirmed
Bratvold, Judge

Hennepin County District Court
File No. 27-CV-24-3670

Kyle R. Kroll, Winthrop & Weinstine, P.A., Minneapolis, Minnesota; and

Jodie Leigh Grabarski, Grabarski Law PLLC, Roseville, Minnesota (for respondent)

Harriet Lewis, Brooklyn Park, Minnesota (pro se appellant)

Considered and decided by Bentley, Presiding Judge; Bratvold, Judge; and Jesson, Judge.[*]

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

NONPRECEDENTIAL OPINION

BRATVOLD, Judge

Appellant mortgagor seeks review of the district court's order enforcing a settlement agreement with respondent mortgagee along with review of the district court's denial of appellant's motion to vacate the judgment. Appellant argues that this court should reverse the district court's order for many reasons, including the following: respondent committed fraud in amending the settlement agreement, resulting in a violation of appellant's due-process rights; the settlement agreement was procured by economic duress; respondent hindered appellant's performance; respondent violated notice and inquiry-response requirements under the Real Estate Settlement Procedures Act (RESPA); and appellant did not receive reasonable accommodations under title II of the Americans with Disabilities Act (ADA) during settlement negotiations. Alternatively, appellant argues that the district court abused its discretion by denying her motion to vacate the judgment. We affirm.

FACTS

Appellant Harriet Lewis owned a home in Brooklyn Park. Lewis used her property to secure a loan from respondent Magnifi Financial Credit Union. Lewis first provided a mortgage to Financial One Credit Union to secure the loan. Later, the mortgage was transferred to Magnifi.

In March 2024, Magnifi served a complaint alleging that Lewis was in default on the loan by failing to make payments for several months.[1] Lewis answered the complaint

[1] The complaint also named Patio Park Association, a homeowners' association, as a defendant. Magnifi sought a declaration that its mortgage interest in the subject property

and admitted defaulting on payments but contested the amount owed; Lewis also asserted statutory and equitable defenses. After court-ordered mediation, Lewis and Magnifi entered into a settlement agreement on September 9, 2024.[2]

The settlement agreement provided the conditions and consequences of any default by Lewis: "A failure by Ms. Lewis to timely pay the arrearage by the deadline, to pay any monthly regular Mortgage payments . . . or pay any accrued late fees by the deadline is a default of this Agreement." Upon default, "Magnifi shall make a written request to . . . move this Case back to 'active' status" and Lewis "agrees to entry of money judgment against her" and "agrees that Magnifi can proceed with the foreclosure process after the Court issues the Judgment."

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was "prior and superior to any interest claimed by any other Defendants." On June 10, 2025, Patio Park consented to a default judgment and stipulated to the priority of Magnifi's mortgage over Patio Park's lien. Patio Park is not involved in this appeal.

[2] The settlement agreement was filed confidentially with the district court. "Materials filed in the trial court as 'confidential' . . . will remain non-public on appeal without the need for a motion, unless the trial court or appellate court orders otherwise." Minn. R. Civ. App. P. 112.02, subd. 1. We quote only those portions of the settlement agreement that have been disclosed publicly in the district court record. *See* Minn. R. Civ. App. P. 112.03 ("Information contained in non-public materials that has been disclosed in publicly accessible documents in the trial court record must be treated as public on appeal, unless a specific statute, court rule, or court order directs otherwise.").

We note, however, that this court is not precluded "from mentioning the contents" of confidential documents when the information is "relevant to the particular issues or legal argument being addressed in the proceeding." Minn. R. Pub. Access to Recs. of Jud. Branch 4, subd. 4. Nor are we constrained from disclosing information contained in the publicly filed briefs. *See* Minn. R. Pub. Access to Recs. of Jud. Branch 4; *see also Coursolle v. EMC Ins. Grp., Inc.*, 794 N.W.2d 652, 655 n.1 (Minn. App. 2011) (discussing these rules under similar circumstances), *rev. denied* (Minn. Apr. 19, 2011).

The settlement agreement also stated that the parties "acknowledge that this agreement is executed voluntarily by each of them through a mediated process without duress or undue influence," that "they were represented by counsel in mediation," and that "they have read this Agreement, and have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal effect." The parties executed an amendment to the settlement agreement in November 2024. This appeal concerns enforcement of the amended settlement agreement. For the remainder of the opinion, we refer to the amended settlement agreement as the "settlement agreement" and the preamendment settlement agreement as the "original settlement agreement."

In March 2025, Magnifi requested immediate entry of a money judgment and an order for foreclosure and filed affidavits stating that Lewis had defaulted on the settlement agreement. At about the same time, Lewis's attorney withdrew from representation. After Magnifi moved to enforce the settlement agreement, Lewis moved to vacate the settlement agreement and to dismiss the foreclosure action. Lewis challenged the validity and enforceability of the settlement agreement for several reasons, alleged ADA violations based on her "recurring cognitive health issues," and alleged that Magnifi had violated RESPA. In support of her motions, Lewis filed an affidavit, memorandum, and confidential medical records.

On June 3, 2025, the district court granted Magnifi's motion to enforce the settlement agreement, requiring Magnifi to submit an updated affidavit of attorney fees and costs. In its memorandum accompanying the order, the district court considered and rejected Lewis's arguments to vacate the settlement agreement. The district court did not direct the entry of judgment.

On June 13, 2025, Lewis moved under Minnesota Rule of Civil Procedure 60.02 "for an order vacating the judgment entered on June 3, 2025." On June 30, 2025, the district court noted receipt of Magnifi's affidavit of fees and costs and directed entry of judgment in favor of Magnifi "for the principal balance of $60,222.16, plus arrearage in the amount of $10,161.74, accrued and unpaid interest in the amount of $277.19," and "attorney's fees and costs in the amount of $16.096.57." The district court also directed entry of a decree of foreclosure in favor of Magnifi.

On July 17, 2025, the district court denied Lewis's motion to vacate the district court's "judgment" of June 3, 2025. The district court's order noted that Lewis's motion to vacate was filed before judgment was entered but concluded that "the question is moot as either way the motion would be denied."

Lewis again moved under rule 60.02 to vacate the judgment for Magnifi. The district court denied the motion, stating, "The Court has already issued its Order denying [Lewis's] motion to vacate judgment and will not consider new filings on the same motion."

Lewis appeals.

DECISION

I. The district court did not err by enforcing the settlement agreement.

In granting Magnifi's motion to enforce the settlement agreement, the district court determined that the settlement agreement "is an enforceable contract between Magnifi and Ms. Lewis" and that "none of Ms. Lewis's arguments invalidate the Settlement

Agreement." On appeal, Lewis contends that the district court's "enforcement of the purported settlement agreement constitutes a fundamental abuse of discretion that violated basic principles of contract law, attorney ethics, and judicial integrity."

The district court has the "inherent power to summarily enforce a settlement agreement as a matter of law when the terms of the agreement are clear and unambiguous." *Voicestream Minneapolis, Inc. v. RPC Props. Inc.*, 743 N.W.2d 267, 272 (Minn. 2008) (quotations omitted). If there are disputed facts, however, the district court must either grant an evidentiary hearing or "indicate that no material facts are in controversy." *Id.* at 273. To be clear, "a district court shall treat a motion to enforce a settlement agreement as it would a motion for summary judgment." *Id.*

Appellate courts review de novo "whether a genuine issue of material fact exists" and "whether the district court erred in its application of the law." *STAR Ctrs., Inc. v. Faegre & Benson, L.L.P.*, 644 N.W.2d 72, 77 (Minn. 2002). A genuine issue of material fact exists "when reasonable persons might draw different conclusions from the evidence presented." *Montemayor v. Sebright Prods., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017) (quotation omitted). In reviewing a summary-judgment decision, appellate courts "view the evidence in the light most favorable to the party against whom summary judgment was granted"—here, Lewis. *STAR Ctrs., Inc.*, 644 N.W.2d at 76-77. But "[s]peculative assertions are insufficient to create a genuine issue of material fact." *Minn. Sands, LLC v. County of Winona*, 940 N.W.2d 183, 197-98 (Minn. 2020); *see also Nicollet Restoration, Inc. v. City of St. Paul*, 533 N.W.2d 845, 848 (Minn. 1995) (stating that "general assertions" are not enough to create a genuine issue of material fact). A party "must present affirmative evidence in order to defeat a properly supported motion for summary judgment." *Carlisle v. City of Minneapolis*, 437 N.W.2d 712, 715 (Minn. App. 1989); Minn. R. Civ. P. 56.05 (requiring a party to "properly address another party's assertion of fact").

Here, the parties submitted cross-motions to enforce and to vacate the settlement agreement along with legal memoranda and affidavit evidence. The district court's order granting Magnifi's motion to enforce the settlement agreement states that its order was "[b]ased upon the evidence" and "[p]ursuant to its discussion with the parties." The district court took the matter "under advisement on May 2, 2025." No evidentiary hearing occurred.[3]

On appeal, Lewis makes six arguments for reversing the district court's order granting Magnifi's motion to enforce the settlement agreement. We discuss each in turn, combining two arguments at the outset because Lewis raises the issues for the first time on appeal.

A. Lewis contends that Magnifi committed fraud in amending the settlement agreement, resulting in a violation of her due-process rights.

Lewis argues that the amendment was "fraudulently constructed through unauthorized document manipulation" and that "foreclosure proceedings based on fraudulently constructed settlement agreements constitutes deprivation of property without

[3] It is unclear from the record whether the district court determined that no material facts were disputed or, alternatively, that the material facts were disputed and the parties agreed to submit the motions for factual findings and legal determinations based on the written submissions. We assume that the district court determined that no material facts were disputed and review its order as one granting summary judgment.

due process of law." Lewis raised neither issue in her motion to vacate the settlement agreement. Appellate courts generally will not consider matters—including constitutional claims—not argued to and considered by the district court. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988); *In re Welfare of C.L.L.*, 310 N.W.2d 555, 557 (Minn. 1981) (declining to consider constitutional challenges first raised on appeal). Therefore, we decline to address both issues.[4]

B. Lewis argues that the settlement agreement was procured by economic duress.

Lewis maintains that the "original September 2024 settlement agreement was procured through economic duress" based on her attorney's statement that Lewis had "no real choice but to sign the agreement presented or she would lose her home." The district court rejected Lewis's claim and stated that "[m]erely driving a hard bargain or taking advantage of another's financial difficulty is not duress." The district court considered Lewis's "claims she was 'pressured' into signing the Settlement Agreement 'with the looming threat of imminent foreclosure'" and concluded that "[t]his does not constitute duress."

"[D]uress is available as a defense to a contract only when agreement is coerced by physical force or unlawful threats." *Hoskin v. Krsnak*, 25 N.W.3d 398, 410 (Minn. 2025) (quotation omitted). In *Hoskin*, the supreme court held that the district court erred by granting a motion to dismiss a complaint alleging, in part, duress in executing a transfer

[4] Lewis argued fraudulent document construction in her second rule 60.02 motion to vacate the judgment. We address the issue in that context below.

agreement. *Id.* at 409-11. In doing so, the supreme court explained that, to establish duress, coercion by physical force or unlawful threat "must destroy the victim's free will and compel [the victim] to comply with some demand of the party exerting the coercion." *Id.* at 410 (quotation omitted). "A party's ability to resist coercive acts is subjective," and courts "focus on the [victim's] state of mind . . . , not on the nature of the coercion, when determining whether a party executed a contract under duress." *Id.* (quotation omitted). Whether coercion is an "unlawful threat" is a fact-specific analysis "to determine whether the circumstances surrounding the execution of a given agreement were coercive enough to overcome the complainant's free will." *Id.* The supreme court has "never held that 'economic duress' cannot constitute an 'unlawful threat.'" *Id.*

Caselaw distinguishes between "a threat to bring an action to enforce a lawful demand" from a demand "exceeding the needs for enforcement" to "oppress" or cause "unnecessary hardship." *Wise v. Midtown Motors, Inc.*, 42 N.W.2d 404, 407-08 (Minn. 1950). We conclude that Magnifi's threat of foreclosure was a lawful demand in response to Lewis's default. No genuine issue of material fact remained because Lewis offered no evidence in support of her claim that Magnifi based its foreclosure threat on "artificially created default conditions." And "the limitation of alternatives imposed by one's own financial problems does not constitute duress." *Bond v. Charlson*, 374 N.W.2d 423, 428 (Minn. 1985). Lewis's limited alternatives after she defaulted on payments were "imposed by [her] own financial problems" and therefore do "not constitute duress." *Id.* In other words, although circumstances forced Lewis to choose between two alternatives—

foreclosure or settlement—she was not under duress because of an unlawful act by Magnifi.

In short, Lewis offered no evidence of unlawful coercion, but merely that Magnifi lawfully demanded payment or foreclosure. Because a genuine issue of material fact "must be established by substantial evidence," Lewis's claim of duress did not create a genuine issue of material fact. *DLH, Inc. v. Russ*, 566 N.W.2d 60, 69-70 (Minn. 1997) (quotation omitted). The district court therefore did not err when it rejected Lewis's claim of duress as a defense to the settlement agreement.

C. Lewis maintains that Magnifi hindered Lewis's performance of the settlement agreement.

Magnifi supported its motion to enforce the settlement agreement with an affidavit of default, showing that Lewis owed a principal balance of $60,222.16, "[a]rrearage (as defined in the Settlement Agreement) in the amount of $10,148.23," unpaid interest, and attorney fees and costs. In district court and on appeal, Lewis argues that her performance was excused by Magnifi's "material breach of the settlement agreement through systematic payment processing failures," which "created artificial default conditions that were then used to justify foreclosure proceedings." The district court rejected Lewis's argument, stating that "Ms. Lewis cites Exhibits 19, 21, and 22 in support of this argument, which do not prove Magnifi hindered Ms. Lewis's performance of the Settlement Agreement."

"Under Minnesota law, every contract includes an implied covenant of good faith and fair dealing requiring that one party not unjustifiably hinder the other party's performance of the contract." *In re Hennepin Cnty. 1986 Recycling Bond Litig.*, 540 N.W.2d 494, 502 (Minn. 1995) (quotation omitted). We therefore consider Lewis's evidence to support her claim that Magnifi hindered her from making payments as directed in the settlement agreement.

Exhibit 19 is an email exchange between Lewis, Magnifi, and others that does not discuss payment processing. Exhibit 21 is an email exchange between Lewis and her attorney in which Lewis asserted that Magnifi was "locking [her] out of [her] account" and "preventing [her] from paying online." The email does not explain or provide any details to support Lewis's assertion. Exhibit 22 is a screenshot of an email exchange between Lewis and a person to whom Lewis refers as a "collections specialist." The collections specialist writes, "We are unable to allow you access to the escrow account."

During district court proceedings, Lewis also referred to exhibit 40, which shows Lewis paid Magnifi about once per month from October 2024 through February 2025. Exhibit 40 does not establish that Magnifi rejected or otherwise interfered with Lewis's payments under the settlement agreement. And Lewis cites an email exchange to demonstrate that Magnifi interfered with payments in July 2023. This exchange occurred before the original settlement agreement was finalized in September 2024, so it is outside the relevant time period.[5]

[5] According to Magnifi's affidavit of default in support of its motion to enforce the settlement agreement, Lewis defaulted on her obligations under the settlement agreement because she failed "to cure the defaults occurring under the loan contract" by March 5, 2025, including the "arrearage" that Lewis was to pay in addition to regular monthly payments.

Lewis argues that "Magnifi's failure to process" her timely September 2024 "payment created the pretext for claiming default under the settlement agreement." Lewis does not cite any record evidence to support this claim, and Magnifi offered evidence that it cured any hindrance that occurred in September 2024. In an affidavit, Magnifi's authorized representative attested that the "initial monthly payment owing on the Settlement Agreement was applied on September 16, 2024, but no late [fee] was charged to the account of [Lewis] and [Magnifi] waived the default due to the delay in the initial payment under the Settlement Agreement."

We conclude that Lewis's evidence did not create a genuine factual dispute to support her claim that Magnifi hindered her performance under the settlement agreement. *See DLH, Inc.*, 566 N.W.2d at 69-70 (stating that "a genuine issue of material fact . . . must be established by substantial evidence" (quotations omitted)). Exhibits 19, 22, and 40 do not establish any act by Magnifi, much less any interference with Lewis's payments after execution of the settlement agreement. Exhibit 21 merely repeats Lewis's assertion that Magnifi hindered her performance. *See Stringer v. Minn. Vikings Football Club, LLC*, 705 N.W.2d 746, 754 (Minn. 2005) ("The nonmoving party must do more than rest on averments or denials of the adverse party's pleading."). And Magnifi clarified, in response to Lewis's argument, that it did not assert default based on the delayed September 2024 payment. Thus, the district court did not err in concluding that Lewis failed to establish a material fact dispute regarding whether Magnifi hindered her performance under the settlement agreement.

D. Lewis argues that Magnifi violated RESPA.

Lewis contends, "When a mortgage servicer systematically violates RESPA requirements, those violations affect the validity of all subsequent collection activities, including foreclosure proceedings. These are not separate claims that must be pleaded within specific deadlines; they are fundamental defects that render the foreclosure action itself invalid."

The district court rejected Lewis's RESPA claim for two reasons. First, the district court concluded that Lewis's allegations that Magnifi violated RESPA were "affirmative claims that do not bear on the enforceability of the Settlement Agreement." Second, the district court stated, "The time has passed for Ms. Lewis to bring such claims in this case: the Scheduling Order in this case provided a deadline of July 15, 2024, for joinder of claims and amendment of pleadings."

We agree with the district court's legal analysis. First, despite Lewis's broad claims against Magnifi, Lewis acknowledges that "RESPA noncompliance does not automatically bar foreclosure" and that RESPA provides a damages remedy for any violations. *See* 12 U.S.C. § 2605(f) (2018) (establishing damages and costs for violations). And Lewis cites no authority to support her claim that RESPA violations invalidate the parties' settlement agreement. Lewis also does not address section 2615, which states, "Nothing in this chapter shall affect the validity or enforceability of any sale or contract for the sale of real property or any loan, loan agreement, mortgage, or lien made or arising in connection with a federally related mortgage loan." 12 U.S.C. § 2615 (2018). Thus, the district court did not err in concluding that any RESPA violations would not affect the validity of the settlement agreement.

Second, even if Lewis were entitled to relief under RESPA, she raised her claim too late by alleging Magnifi's violations of RESPA in her motion to vacate the settlement agreement. Thus, the district court did not abuse its discretion by declining to allow Lewis to join these claims after the scheduling order's deadline for doing so. *See Maudsley v. Pederson*, 676 N.W.2d 8, 12 (Minn. App. 2004) ("[W]hether or not to enforce its own scheduling order is clearly within the district court's discretion."). We conclude that the district court did not err in rejecting Lewis's RESPA arguments as a defense to enforcement of the settlement agreement.

E. Lewis contends that she did not receive reasonable accommodations under the ADA during settlement negotiations.

In her motion to vacate the settlement agreement, Lewis stated that she was "experiencing documented cognitive impairments" and that she "was not afforded reasonable accommodation in the negotiation or execution of the settlement agreement." According to Lewis, the lack of reasonable accommodations "combined with undue pressure created by the imminent threat of foreclosure—formed a coercive environment that undermines the validity of the settlement." Lewis confidentially filed a neuropsychological evaluation as evidence of her cognitive impairment.

The district court acknowledged Lewis's arguments and evidence but determined that "Ms. Lewis has not proven she suffered from diminished capacity at the time she entered into the Settlement Agreement." The district court relied on the uncontradicted affidavit of Magnifi's general counsel in determining that Lewis's cognitive impairment was "not raised before, during, or after mediation by Ms. Lewis or her counsel." The district court noted that the original settlement agreement "was drafted by Ms. Lewis's counsel" and that the "factual circumstances indicate Ms. Lewis understood the nature and effect of entering into the Agreement."

On appeal, Lewis contends that the "systematic failure to accommodate [her] documented cognitive disabilities during the settlement process and subsequent legal proceedings violated Title II of the [ADA], 42 U.S.C. § 12132." Lewis argues that her disability "affected her ability to process complex legal and financial information, navigate digital payment systems, and understand the implications of legal agreements without appropriate accommodations." Lewis also argues that her attorney and Magnifi's attorney engaged in a "knowing failure to accommodate documented disabilities while pursuing legal proceedings."

Before Lewis moved to vacate the settlement agreement, she did not request any reasonable accommodation or suggest that she needed reasonable accommodations to proceed with settlement negotiations. But even if Lewis had established that a reasonable accommodation request had been denied, she fails to cite any caselaw establishing that an ADA violation during settlement negotiations affects the enforceability of the subsequent agreement when both parties are represented by legal counsel and no party claims lack of capacity.[6] An appellate court generally declines to address arguments that are not briefed

[6] On appeal, Lewis does not contend that she lacked capacity to enter the settlement agreement. Assuming that Lewis raised capacity during district court proceedings, this

adequately. *See State Dep't of Lab. & Indus. by the Special Comp. Fund v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480, 480 (Minn. 1997).

Because no evidence raises a genuine issue of material fact about Lewis's claim of an ADA violation during settlement negotiations, and because Lewis fails to support her legal argument with adequate briefing, we conclude that, based on this record, the district court did not err in rejecting Lewis's claim that the settlement agreement should be vacated because of ADA violations.

II. The district court did not abuse its discretion by denying Lewis's motion to vacate the order enforcing the settlement agreement.

Lewis cited Minnesota Rule of Civil Procedure 60.02 and moved to vacate the district court's order enforcing the settlement agreement. Lewis filed two affidavits in support of her rule 60.02 motion.[7] The district court order denying Lewis's first rule 60.02 motion observed that "Ms. Lewis does not argue her motion to vacate judgment under a specific subdivision of Rule 60.02, however, it appears to the Court that Ms. Lewis is arguing excusable neglect under Rule 60.02(a)." The district court concluded that Lewis's motion failed as "she [could not] establish a reasonable defense on the merits or a debatably meritorious claim." *See Finden by Finden v. Klaas*, 128 N.W.2d 748, 750 (Minn. 1964)

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issue is forfeited on appeal. *Wayne v. State*, 860 N.W.2d 702, 704 n.2 (Minn. 2015) (considering claims forfeited "because they were not addressed in Wayne's briefs"); *see also Hunter v. Anchor Bank, N.A.*, 842 N.W.2d 10, 17 (Minn. App. 2013) ("[A]n argument for reversal that is not raised in an appellant's principal brief is forfeited."), *rev. denied* (Minn. Mar. 18, 2014).

[7] For clarity, we refer to Lewis's "rule 60.02 motion" to avoid confusion with her earlier motion to vacate the settlement agreement.

(describing factors necessary for relief under rule 60.02 for "excusable neglect," including "a reasonable defense on the merits"). The district court noted that Lewis's first rule 60.02 motion was "entirely comprised of the allegations and arguments made in her response to [Magnifi's] motion to enforce the Settlement Agreement" and that she had "not introduced any new facts as to why she has a reasonable defense on the merits."

Lewis moved to vacate the district court's June 30, 2025 judgment for Magnifi, this time citing rule 60.02(c) (fraud) and (f) (any other reason justifying relief). The district court denied Lewis's second rule 60.02 motion, stating, "The Court has already issued its Order denying Ms. Lewis's motion to vacate judgment and will not consider new filings on the same motion." The district court's order also states that "Ms. Lewis's submissions are again comprised of the allegations and arguments in her response to [Magnifi's] motion to enforce the settlement agreement, which the Court addressed" in its previous order.

On appeal, Lewis contends that the district court abused its discretion in denying her second rule 60.02 motion because she presented "newly-discovered" evidence of "documentary fraud involving pagination inconsistencies and unauthorized signature transfer." Specifically, Lewis emphasizes that "the settlement agreement contains two separate pages both labeled 'Page 5 of 5' in a six-page document." In her brief to this court, Lewis does not argue the grounds raised in her first rule 60.02 motion. We understand Lewis's appeal to challenge the district court's denial of her second rule 60.02 motion because that is where she first raised arguments about "documentary fraud" that she urges on appeal.[8]

We read the district court's order denying Lewis's second rule 60.02 motion to treat the motion as a request to move for reconsideration of the court's previous denial of rule 60.02 relief. *See* Minn. Gen. R. Prac. 115.11 ("Motions to reconsider are prohibited except by express permission of the court, which will be granted only upon a showing of compelling circumstances."). Appellate courts review a district court's decision to deny relief under rule 60.02 for abuse of discretion. *In re Welfare of Child. of Coats*, 633 N.W.2d 505, 510 (Minn. 2001). We consider Lewis's two arguments in turn.

A. Documentary Fraud

First, Lewis contends that the original settlement agreement has two signature pages, both labeled "5 of 5," which is evidence of "documentary fraud," and she also argues that the settlement agreement "contains only both parties' September 9, 2024, signatures, which were transferred from the original agreement without authorization."

Lewis's argument challenges signature in counterparts—a well-established method of consenting to a contract. *Cf. Danov v. ABC Freight Forwarding Corp.*, 122 N.W.2d 776, 779-80 (Minn. 1963) (reviewing a trust agreement that provided that it "may be executed in as many counterparts as desired by the Parties thereto, any one of which shall have the full force and effect of an original copy"). The settlement agreement appears to have been

[8] Lewis's brief refers to the district court's July 17, 2025 order, which denied her first rule 60.02 motion. For the reasons stated, we understand Lewis to seek review of the district court's July 24, 2025 order denying her second rule 60.02 motion.

signed in counterparts; each page 5 of 5 bears the signature of one party. That two pages of the settlement agreement are numbered "5 of 5" is not evidence of fraud.

Lewis's argument that the parties' signatures from the original settlement agreement were "transferred" to the amendment is not supported by the record. Signatures on the executed settlement agreement filed with the district court are dated November 1, 2024, and October 9, 2024. Thus, the district court did not abuse its discretion by rejecting Lewis's documentary-fraud argument in support of her second rule 60.02 motion.

B. Validity of the Amended Settlement Agreement

Lewis argues that the settlement agreement is unenforceable because she was excluded from the negotiations of the amendment. Lewis contends that her "systematic exclusion . . . from the amendment process precludes any finding of [a] meeting of the minds and renders the purported amendments void under Minnesota law." Lewis maintains that the "absence of valid offer and acceptance is conclusively established by the complete lack of evidence showing any communication between the parties regarding proposed amendments." Lewis argues that the amendments "modified payment obligations, extended deadlines, and altered fundamental terms of the original agreement."

We are not persuaded that the district court abused its discretion by denying rule 60.02 relief based on this claim. First, Lewis's argument does not account for her signature on the settlement agreement filed with the district court. A party's signature to a written contract is strong evidence of consent. *Webb Publ'g Co. v. Fosshage*, 426 N.W.2d 445, 449 (Minn. 1988) ("The general rule is that one who signs his name to a writing that purports to be a contract does an act that is strong evidence that he intends to make himself a party thereto . . . ." (quotation omitted)).

Second, even if we assume that the amendments to the settlement agreement were unenforceable, the district court did not err in denying rule 60.02 relief. When contract language unambiguously permits severability, courts may sever an unenforceable provision and enforce the remaining provisions of the contract. *Cf. Guercio v. Prod. Automation Corp.*, 664 N.W.2d 379, 385 (Minn. App. 2003) (stating that "the intent of the parties must be ascertained in determining whether contract provisions are severable" and considering whether the contract at issue had a severability clause). We have thoroughly reviewed the settlement agreement and conclude that the district court's order enforcing the settlement agreement does not depend on any of the terms added to or changed by the amendment.

We conclude that the district court did not abuse its discretion by denying Lewis's second rule 60.02 motion based on Lewis's challenge to the validity of the settlement agreement.

Affirmed.