STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1873

Ally Bank,
Respondent,

vs.

Serge N. Ngouambe,
Appellant.

Filed July 27, 2026
Affirmed
Frisch, Chief Judge

Dakota County District Court
File No. 19HA-CV-24-3348

Tracy J. Halliday, Logs Legal Group, LLP, Eagan, Minnesota (for respondent)

Serge Ngouambe, Inver Grove Heights, Minnesota (pro se appellant)

Considered and decided by Johnson, Presiding Judge; Frisch, Chief Judge; and Rasmusson, Judge.

NONPRECEDENTIAL OPINION

FRISCH, Chief Judge

In this appeal from the entry of summary judgment in favor of respondent bank for replevin for a vehicle, appellant argues that genuine issues of material fact exist regarding whether he defaulted on his contractual obligations. Because all of appellant's arguments are forfeited on appeal, and regardless, appellant failed to produce evidence establishing a genuine issue of material fact for trial, we affirm.

FACTS[1]

In 2021, appellant Serge N. Ngouambe entered into a contract to purchase a 2021 Mercedez-Benz E-Class for $96,726.83. Pursuant to the contract, Ngouambe agreed to make monthly payments to respondent Ally Bank in the amount of $1,701.07. The contract granted to Ally Bank a security interest in the vehicle, entitling Ally Bank to repossession of the vehicle if Ngouambe failed to make payments pursuant to the contract.

In July 2024, Ally Bank commenced the underlying replevin action against Ngouambe, seeking the immediate return and possession of the vehicle. Ally Bank alleged that Ngouambe had failed to make one or more contractually required payments and was therefore in default. Ally Bank also alleged that it had notified Ngouambe that the contract was in default and that it intended to enforce its contractual remedies if Ngouambe did not cure the default. Ally Bank alleged that, as of June 2024, the default was not cured, and the total balance due under the contract was $71,818.68.

Ally Bank later moved for summary judgment. In support of its motion, Ally Bank produced evidence of Ngouambe's payment history showing that Ngouambe had failed to pay one or more required monthly payments. Ngouambe, then proceeding without counsel, submitted two affidavits in opposition to Ally Bank's motion for summary judgment. In those affidavits, Ngouambe generally disputed that he was in contractual default and averred that he was in "full compliance" with the terms of the contract. He also averred that he had previously entered into two extension agreements with Ally Bank. Ngouambe

[1] We present the facts in the light most favorable to Ngouambe as the nonmoving party.

did not produce any specific evidence disputing that he had missed one or more required monthly payments and was in default under the terms of the contract.

Ngouambe later retained counsel.

Summary-Judgment Hearing

In August 2025, the district court held a hearing on Ally Bank's motion for summary judgment. Ngouambe's counsel appeared at the hearing without Ngouambe. During the hearing, Ally Bank's counsel explained that she had spoken with Ngouambe's counsel, who represented that Ngouambe hoped "to get his account current so that he can keep the vehicle." Counsel explained that Ngouambe was currently out of the country, the parties did not want to continue the hearing, and the parties jointly requested that the district court "stay entering any order so that when [Ngouambe] gets back into the country he will have some time to hopefully get this account paid current and then [Ally Bank] would dismiss the action." Ally Bank's counsel further explained that if Ngouambe "is unable to get the account current or doesn't follow through with it, [Ally Bank] could file an affidavit with the Court letting them know the status of it and the Court could move forward at that point in time."

Ngouambe's counsel informed the district court that these representations were "right" and further stated that counsel had spoken with Ngouambe, who confirmed that he "intends to pay the funds." And counsel further stated that if Ngouambe "doesn't pay the funds by the date stated by [Ally Bank's counsel], then [Ally Bank's counsel would] submit an affidavit and ask the Court just to make its decision and render an order."

The district court thereafter informed the parties that if Ngouambe did not pay the funds by the agreed-upon date, it would enter the proposed findings of fact, conclusions of law, order for judgment and judgment that Ally Bank had filed with its motion for summary judgment. The district court stated:

> The Court is not going to take any action on this matter today. By agreement of the parties, the matter will be stayed until September 26, 2025. We expect correspondence from either/or both parties by September 22nd about the status of the case, if the payment is made or if the Court is going to sign the proposed order currently in the court file.

In October 2025, Ally Bank's counsel filed an "Affidavit of Noncompliance," averring that Ngouambe had "not complied with conditions of the Agreement as discussed with the Court at the hearing on August 4, 2025," and requesting that the district court "sign the proposed Order which was filed with the Court on January 29, 2025." A few days later, the district court granted judgment in favor of Ally Bank and ordered the immediate return of the vehicle to Ally Bank.

Ngouambe appeals.

DECISION

Ngouambe argues that the district court erred in entering summary judgment because genuine issues of material fact exist as to whether Ngouambe is in default or received adequate notice of such default, Ally Bank did not prove that it is entitled to replevin, and the district court violated his due-process rights. Ngouambe does not dispute that Ally Bank is contractually entitled to possession of the vehicle if he failed to make the required monthly payments.

The district court concluded that Ally Bank was entitled to summary judgment. Replevin is "the appropriate means to recover possession of personal property—of definite things, and a means to determine the right of possession of personal property or the title thereto." *Storms v. Schneider*, 802 N.W.2d 824, 827 (Minn. App. 2011) (quotations omitted). The district court concluded that the undisputed facts establish that Ngouambe entered into a contract for the purchase of a vehicle authorizing Ally Bank to repossess the vehicle if Ngouambe fails to make one or more required monthly payments. The district court likewise determined that the undisputed facts establish that Ngouambe had failed to make one or more required payments under the contract and is in default under the terms of the contract. The district court further determined that the undisputed facts establish that Ally Bank had notified Ngouambe that he is in default and that it intended to enforce the contract absent a cure, and Ngouambe failed to cure the default or return the vehicle.

"We review the grant of summary judgment de novo to determine whether there are genuine issues of material fact and whether the district court erred in its application of the law." *Montemayor v. Sebright Prods., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017) (quotation omitted). "A genuine issue of material fact exists when there is sufficient evidence regarding an essential element to permit reasonable persons to draw different conclusions." *St. Paul Park Refin. Co. v. Domeier*, 950 N.W.2d 547, 549 (Minn. 2020) (quotation omitted). "[I]n order to establish that there is a disputed material fact, the party against whom summary judgment was granted must present specific admissible facts showing a material fact issue." *Doe v. Archdiocese of St. Paul*, 817 N.W.2d 150, 163 (Minn. 2012) (quotation omitted). On appeal from the entry of summary judgment, we view the evidence in the light most favorable to the nonmoving party and resolve any doubts as to the existence of a material fact in that party's favor. *Senogles v. Carlson*, 902 N.W.2d 38, 42 (Minn. 2017).

Against this backdrop, we turn to Ngouambe's arguments on appeal.

As a threshold matter, Ngouambe did not adequately brief any argument in his principal appellate brief. "Although some accommodations may be made for pro se litigants, we generally hold them to the same standards as attorneys." *State v. German*, 929 N.W.2d 466, 476-77 (Minn. App. 2019). "Arguments are forfeited if they are presented in a summary and conclusory form, do not cite to applicable law, and fail to analyze the law when claiming that errors of law occurred." *Id.* (quotation omitted); *see also State v. Bartylla*, 755 N.W.2d 8, 22 (Minn. 2008) ("[Appellate courts] will not consider pro se claims on appeal that are unsupported by either arguments or citations to legal authority."). We therefore decline to consider Ngouambe's arguments, except to the extent prejudicial error is obvious on our inspection of the record.[2] *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971) (holding that an assignment of error in a brief based on "mere assertion" and not supported by argument or authority "will not be considered on appeal unless prejudicial error is obvious on mere inspection").

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[2] Ally Bank argues that Ngouambe is precluded from raising any of his arguments on appeal because his agreement at the summary-judgment hearing to reinstate the loan by a certain date and keep the vehicle functions as "a waiver of litigating default under the Contract." We understand Ally Bank to argue that the parties entered into a binding settlement agreement at the summary-judgment hearing and that equitable principles preclude Ngouambe from changing positions on appeal. Because we conclude that Ngouambe's arguments on appeal are otherwise forfeited, we do not consider Ally Bank's argument.

Ngouambe contends that the district court erred in concluding that there is no genuine dispute of material fact as to the adequacy and timing of Ally Bank's notice of default. Ngouambe does not identify any specific, admissible facts in the record that present a genuine dispute for trial as to whether he was adequately notified of the default, and he does not support his argument with any analysis or applicable law, so we conclude that this issue is forfeited. *See German*, 929 N.W.2d at 477 ("Arguments are forfeited if they are presented in a summary and conclusory form, do not cite to applicable law, and fail to analyze the law when claiming that errors of law occurred." (quotation omitted)). And we would not consider this issue even if it were adequately briefed on appeal, as our careful review of the record reveals that Ngouambe did not raise this issue to the district court. *See Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) ("A reviewing court must generally consider only those issues that the record shows were presented and considered by the [district] court in deciding the matter before it." (quotation omitted)).

Ngouambe next argues that the district court erred by granting summary judgment in favor of Ally Bank because Ally Bank did not provide sufficient proof for replevin. Because Ngouambe's argument is conclusory and lacks any analysis of applicable legal authority, we do not consider it. *See German*, 929 N.W.2d at 477.

Ngouambe also argues that we must reverse the district court's entry of summary judgment because his due-process rights were violated. Ngouambe argues that he was denied due process at the summary-judgment hearing because his counsel acted outside the scope of his authority and the district court failed to address two motions Ngouambe had filed. Ngouambe did not present these arguments to the district court, and he did not raise them in his principal appellate brief. Constitutional questions cannot be raised for the first time on appeal. *See In re Welfare of C.L.L.*, 310 N.W.2d 555, 557 (Minn. 1981) (stating that an "appellant cannot now for the first time raise constitutional issues that were not raised in the [district] court"). And we "have declined to consider issues raised for the first time in a reply brief, particularly when the theory was not raised at the district court level." *Moorhead Econ. Dev. Auth. v. Anda*, 789 N.W.2d 860, 887 (Minn. 2010); *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). We therefore decline to consider the due-process arguments asserted for the first time in Ngouambe's reply brief.

Finally, Ngouambe generally alleges that the district court erred in granting summary judgment because genuine issues of material fact exist regarding whether he is in default. But Ngouambe does not identify any specific, admissible evidence in the record supporting his assertion that he is not in default on his payment obligations under the contract. Even so, we discern no error by the district court. The summary-judgment record contains evidence from Ally Bank showing Ngouambe's payment history, including his failure to pay one or more required monthly payments. Ally Bank presented specific evidence that "the monthly payments due under the Contract are $1,701.07 and that [Ngouambe] defaulted on the Contract by failing to remit the required monthly payments of $1,701.07 as of January 18, 2024." And the payment history appears to reflect numerous required monthly payments that Ngouambe did not make between October 6, 2021, and August 31, 2023. Thus, there is specific evidence in the record supporting the conclusion that Ngouambe failed to pay one or more required monthly payments and is in default under the contract.

Ngouambe's two affidavits do not present genuine issues for trial. In these affidavits, Ngouambe generally "dispute[s] the allegations made by [Ally Bank], specifically regarding any alleged default, balance due, and wrongful possession of the vehicle in question." He avers that he is in "full compliance" with the terms of the contract. Ngouambe also avers that he entered into two extension agreements with Ally Bank over the course of the contract. But mere averments and conclusory assertions do not establish a genuine issue of material fact sufficient to defeat summary judgment. *See Wendell v. Comm'r of Revenue*, 7 N.W.3d 405, 413 (Minn. 2024) (stating that to demonstrate the existence of a genuine issue of material fact, the nonmoving party "must do more than rest on mere averments" (quotation omitted)); *Funchess v. Cecil Newman Corp.*, 632 N.W.2d 666, 672 (Minn. 2001) (stating that the nonmoving party "cannot defeat a summary judgment motion with unverified and conclusory allegations"); *see also Nicollet Restoration, Inc. v. City of St. Paul*, 533 N.W.2d 845, 848 (Minn. 1995) (stating "general assertions . . . are not sufficient to create a genuine issue of material fact for trial"). We therefore conclude Ngouambe failed to establish a genuine issue of material fact as to whether he failed to make one or more required monthly payments and is in default under the contract.

And we note that during the summary-judgment hearing, Ngouambe's counsel effectively acknowledged to the district court that Ngouambe "missed payments" on the vehicle and his account is not "current," confirming that no genuine dispute exists as to whether Ngouambe failed to make required payments and is in default under the contract. *See Kasson State Bank v. Haugen*, 410 N.W.2d 392, 394 (Minn. App. 1987) (stating that concessions of counsel may be considered by the district court when deciding a motion for summary judgment); *see also Indep. Sch. Dist. No. 22 v. Sch. Dist. No. 19*, 153 N.W. 113, 114 (Minn. 1915) ("The court is generally justified in acting upon statements and concessions in relation to the case deliberately made by counsel in open court during the progress of the trial.").[3] We therefore discern no error by the district court in its entry of summary judgment.[4]

We conclude by addressing fabricated authority in Ngouambe's brief to this court. Fabricated authority includes citations to authority that do not exist, quotations that do not

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[3] For the first time on appeal, Ngouambe contends that his counsel made "unauthorized concessions" during the summary-judgment hearing. Ngouambe did not raise this issue at the district court, and he did not make this argument in his principal brief. We therefore decline to consider it. *See Moorhead Econ. Dev. Auth.*, 789 N.W.2d at 887; *Thiele*, 425 N.W.2d at 582.

[4] After Ngouambe filed the notice of appeal in this matter, the district court granted Ngouambe's motion to stay execution of the judgment on the condition that Ngouambe post a supersedeas bond. In his appellate briefing, Ngouambe asks us to review the district court's stay decision. A party may seek review of a district court's decision as to a stay pending appeal by filing a motion in this court under Rule 127 of the Minnesota Rules of Civil Appellate Procedure. *See* Minn. R. Civ. App. P. 108.02, subd. 6 ("On a motion under Rule 127, the Court of Appeals may review the trial court's determinations as to whether a stay is appropriate, the terms of any stay, and the form and amount of security pending appeal."). Ngouambe did not file a motion after the district court issued its stay decision, and an argument made in the principal brief is not the appropriate method to seek review of a stay decision. Further, because Ngouambe seeks review of a decision concerning a stay of the judgment *pending appeal*, and we have resolved the appeal, this issue is moot. *See Chaney v. Minneapolis Cmty. Dev. Agency*, 641 N.W.2d 328, 332 (Minn. App. 2002) ("If an appellate court is unable to grant effectual relief, the issue will be deemed moot." (quotation omitted)), *rev. denied* (Minn. May 28, 2002).

appear in the cited authority, and asserted propositions of law not reasonably attributable to the cited authority. Ngouambe's informal brief contains fabricated authority in the form of three citations to authority that do not exist and numerous asserted propositions of law not reasonably attributable to the cited authority. The submission of incorrect, misleading, or nonexistent content to this, or any other, court is improper, unacceptable, and an abuse of the judicial process. And we do not consider fabricated authority in our evaluation of the merits.

Affirmed.