This opinion is nonprecedential except as provided by Minn.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
A25-1933

In re the Estate of Stephen Singer, Deceased.

Filed July 13, 2026
Reversed
Smith, Tracy M., Judge

Ramsey County District Court
File Nos. 62-PR-22-625, 62-TR-CV-22-41

B. Steven Messick, Bethany J. Rubis, Messick Law, PLLC, St. Paul, Minnesota (for appellant Suzanne Singer)

Steven C. Moore, Charles M. Austinson, Smith Jadin Johnson, PLLC, Bloomington, Minnesota (for respondent Irvin Singer)

Considered and decided by Smith, Tracy M., Presiding Judge; Schmidt, Judge; and Beane, Judge.

NONPRECEDENTIAL OPINION

SMITH, TRACY M., Judge

In this probate dispute following the death of her father, appellant Suzanne Singer[1] challenges the district court's show-cause order directing Suzanne[2] to pay her brother, respondent Irvin Singer, half of the funds in a bank account on which she was listed as a

[1] Appellant also refers to herself as Suzanne Singer-Summer.

[2] Because the decedent and both parties share a last name, we refer to Stephen, Suzanne, and Irvin by their first names.

joint owner with her father. Suzanne argues that the district court erred because the relief in that order was not contained in the district court's original findings of fact, conclusions of law, and order following trial. We conclude that the district court abused its discretion because the challenged order exceeds the scope of the original order and affects Suzanne's substantive rights. We therefore reverse.

FACTS[3]

At issue in this case is the distribution of decedent Stephen Singer's bank account at Cherokee Bank. Suzanne and Irvin are two of Stephen and Betty Singer's children.[4] In 2006, Suzanne became a co-owner with her father of the Cherokee account. At some point before 2022, Suzanne's son Stephen Glancey (Glancey) and Irvin were named the pay-on-death beneficiaries on the account.

In 2014, Stephen and Betty executed the Stephen and Betty Singer Living Trust. At the same time, Stephen executed his last will and testament—a "pour-over" will directing his assets into the trust should Betty predecease him. Stephen's will identified Suzanne and Irvin as co-personal representatives of his estate should Betty predecease him. Betty died the next day.

In 2017, Stephen suffered a heart attack and Suzanne became his primary caregiver. Around 2018, Stephen began showing signs of dementia. In June 2021, Stephen authorized

---

[3] These background facts are derived from the district court's order and trial exhibits. The trial transcript is not in the record.

[4] A third child, Steven Singer, was disinherited in Stephen's 2014 will.

Suzanne as a joint owner on a second bank account, at Premier Bank. At the same time, the pay-on-death beneficiaries on the Premier account were changed from Suzanne and Irvin to Glancey and Irvin.

In December 2021, Suzanne and Stephen met with attorneys at Safe Harbor law firm. Stephen expressed a desire to disinherit Irvin but was unable to clearly explain why he wished to do so. Stephen confirmed to two Safe Harbor attorneys, including Attorney Baum, that he wanted to disinherit Irvin. At a later meeting Stephen changed his mind and opted not to totally disinherit Irvin. In early 2022, Stephen executed an updated last will and testament and a restated trust. Stephen also had assets outside of the trust, including the Cherokee account.

On January 5, 2022, the day after Stephen executed the updated will and trust, Suzanne and Stephen removed Irvin as a pay-on-death beneficiary on the Cherokee account, which had a balance of about $898,000. Glancey remained the sole pay-on-death beneficiary on the Cherokee account.

Stephen died in April 2022. Eight days after Stephen's death, Suzanne made changes to the Premier account, which had a balance $467,000. She removed Irvin as a pay-on-death beneficiary, added her daughter as a beneficiary, and removed Glancey as a beneficiary but made him a joint owner of the Premier account.

Suzanne filed a petition to probate Stephen's 2022 will and sought appointment as the personal representative of his estate. Irvin objected to the petition and filed a petition to probate Stephen's 2014 will and sought appointment as the personal representative. The matter proceeded to trial.

According to the district court, Attorney Baum testified that he believed that, at the time of the updated will's execution, Stephen had testamentary capacity but not contractual capacity. Also according to the district court, "[Stephen] apparently told Baum he did not want to change the pay-on-death beneficiaries on these accounts. . . . And Suzanne Singer confirmed that these assets were divided between she and Irvin Singer." At trial, both parties' experts opined that by January 2022 Stephen was suffering from moderate dementia.

In its findings of fact, conclusions of law, and order following trial (the trial order), the district court determined that Stephen lacked testamentary capacity to execute the 2022 trust and will and that he was unduly influenced by Suzanne in executing them. As a result, the district court concluded that the 2014 trust and will were in full force and effect. The district court also found that the January 5, 2022 beneficiary change to the Cherokee account was void, though the order did not explicitly direct Suzanne to do anything with respect to the account. The district court found that Irvin failed to demonstrate that he was entitled to proceeds from the Premier account, noting that, "[w]hile the court finds Suzanne Singer's actions suspect, Irvin Singer fails to persuade the court by clear and convincing evidence that she unduly influenced Stephen Singer to make her a co-owner of the account."

The parties began to administer Stephen's trust and estate. Irvin requested that Suzanne pay him 50% of the Cherokee account, claiming that the trial order required such a payment. Suzanne maintained that the trial order did not require her to pay Irvin any part of the Cherokee account. Irvin filed a motion for an order to show cause and an accompanying affidavit, asking the district court to enter an order requiring Suzanne to appear and show cause as to why she was not in contempt for failing to pay Irvin 50% of the Cherokee account. Following briefing and a hearing, the district court filed its findings of fact, conclusions of law, and order (the show-cause order) directing Suzanne to distribute 50% of the Cherokee account to Irvin. The district court declined to hold Suzanne in contempt for her previous failure to pay Irvin, noting that the trial order had ordered changes to the beneficiaries but had "failed to order [Suzanne] to relinquish half of the proceeds to Irvin."

Suzanne appeals.

DECISION

As an initial matter, the parties disagree on the standard of review. Suzanne contends that this case presents a question of law that we should review de novo. Irvin contends that we should review the district court's determination that Suzanne had, and breached, a fiduciary duty for an abuse of discretion. We conclude that the case presents a mixed question of law and fact. *See In re Est. of Sullivan*, 868 N.W.2d 750, 754 (Minn. App. 2015) (applying mixed-question-of-law-and-fact standard to district court's decision in probate matter). "When reviewing mixed questions of law and fact, we correct erroneous applications of law, but accord the district court discretion in its ultimate conclusions and review such conclusions under an abuse of discretion standard." *Id.* (quotation omitted).

Appellate courts give "great weight" to the district court's "construction of its own judgment." *Ladwig v. Chatters*, 623 N.W.2d 266, 267 (Minn. App. 2001). "Where the terms of a judgment are ambiguous or indefinite, the court that ordered the judgment may clarify or interpret it." *Id.* And appellate courts "will not disturb an appropriate order to clarify, implement, or enforce terms of a decree, absent an abuse of discretion." *Nelson v. Nelson*, 806 N.W.2d 870, 871 (Minn. App. 2011). But, absent an appropriate order, a district court has no authority to grant relief on an issue unrelated to matters contained in the original judgment. *See Beugen v. Beugen*, 352 N.W.2d 821, 823 (Minn. App. 1984). Drawing from the family-law realm, we observe that, "[w]hile a district court may not modify a final property division, it may issue orders to implement, enforce, or clarify the provisions of a decree, so long as it does not change the parties' substantive rights." *Nelson*, 806 N.W.2d at 871 (quotation omitted).

Suzanne argues that the trial order, which voided the pay-on-death-beneficiary change to the Cherokee account, had no effect on her ownership of the account and that, as a result, the show-cause order was an improper modification of the district court's trial order. Irvin argues that the show-cause order merely clarified and enforced the trial order, which "contemplated and suggested" that Suzanne pay Irvin 50% of the Cherokee account.

We conclude that the district court exceeded the scope of the trial order by ordering Suzanne to pay Irvin half of the proceeds of the account and, in doing so, affected her substantive rights. As we explain in more detail below, we reach this conclusion for three reasons. First, as the district court acknowledged, the trial order did not state that the Cherokee account should be split between Suzanne and Irvin. Second, the trial order did not find that Suzanne's presumption of ownership as the surviving co-owner of the joint account was rebutted. Third, the breach of fiduciary duty found by the district court in the show-cause order regarding the January 5, 2022 beneficiary change is addressed by the trial order's declaration that the changes are void and do not affect the ownership of the account.

Trial Order's Instruction

In the show-cause order, the district court acknowledged the lack of a specific instruction in the trial order that Suzanne split the Cherokee account with Irvin and declined to hold Suzanne in contempt for failing to do so earlier. Yet it concluded that Irvin was entitled to half of the account:

> Finally, the [district] court suggested in its order that Irvin[] Singer was entitled to half of the account proceeds because Suzanne Singer unduly influenced her father to remove him as a pay-on-death beneficiary. The court merely ordered, however, that the "beneficiary changes to the Cherokee Bank Money Market account, dated January 5, 2022 are void." It failed to order Suzanne Singer to relinquish half of the proceeds to Irvin Singer. Thus, it has no basis to hold her in contempt. Nevertheless, the preceding discussion clarifies that Irvin Singer is entitled to receive half of the proceeds of the Cherokee account.

(Record citations omitted.)

At the hearing on Irvin's motion to show cause, Suzanne argued that the beneficiary designations had no effect on account ownership. She asserted that Irvin's removal as a pay-on-death beneficiary due to undue influence in 2022 did not deprive Irvin of a right to half of the account. She explained that, as a pay-on-death beneficiary, "[Irvin] would only have received money if both Stephen and Suzanne were deceased, and he would have had to split half of that with Stephen Glancey, who is the other payable-on-death beneficiary."

We agree with Suzanne. As the district court acknowledged, the trial order does not explicitly require Suzanne to pay Irvin half of the money in the Cherokee account. The trial order simply voids the 2022 beneficiary change. The legal effect of voiding the beneficiary change while a joint owner is still alive is not that the funds are dispersed to the pay-on-death beneficiaries. Rather, by Minnesota statute, the "[s]ums remaining on deposit at the death of a party to a joint account belong to the surviving party or parties." Minn. Stat. § 524.6-204(a) (2024). Thus, the restoration of a person's pay-on-death beneficiary status on a joint account does not grant the person the right to funds in the joint account when there is a surviving co-owner of the account.

Applicability of Minnesota Statutes Section 524.6-204

Irvin argues, however, that the statute providing that a joint account belongs to the surviving party contains an exception that applies here and that the show-cause order requiring Suzanne to split the account with him is therefore valid.

The statute provides that the sums in a joint account belong to the surviving party when a co-owner dies "unless: (1) there is clear and convincing evidence of a different intention; or (2) there is a different disposition made by a valid will specifically referring to such account." *Id.*

The problem with Irvin's argument is that the trial order does not address an exception to the rule of the right of survivorship. Irvin asserts that the first exception—clear and convincing evidence of a different intention—applies, but he did not raise that issue or cite section 524.6-204 in his pleadings before trial.[5] In its trial order, the district

[5] Because the trial transcript is not in the record, it is unclear whether the parties made additional arguments during trial that are not reflected in the district court briefing.

court did not cite this statutory provision nor did it explicitly analyze whether Stephen had a different intention in setting up the joint account with Suzanne. Section 524.6-204 was mentioned for the first time by Suzanne when she cited it in her response to Irvin's motion for an order to show cause.

Irvin contends that the district court nevertheless implicitly considered section 524.6-204 in its trial order and "found clear and convincing evidence of a different intention of the [Cherokee account] remaining with Suzanne after Stephen's death, specifically, that Suzanne admitted that upon Stephen's death the [Cherokee account] was to be divided equally between herself and Irvin."[6] But the district court's findings in the trial order as to Stephen's intentions focus solely on Stephen's intentions regarding the *beneficiaries* of the Cherokee account—not his intentions regarding co-ownership with Suzanne. The district court found that Suzanne exercised undue influence in getting Stephen to remove Irvin as a beneficiary in 2022, and it declared that change void. Even in the show-cause order, the district court found only that clear and convincing evidence established that Suzanne breached a fiduciary duty when she unduly influenced her father to remove Irvin as beneficiary in 2022. It did not find that there was clear and convincing evidence that Stephen had a different intention regarding co-ownership of the account and

[6] The parties disagree as to whether Suzanne admitted that Stephen intended the account to be distributed equally between them. As previously noted, the full trial transcript is not in the record. Regardless, while it is theoretically possible that Stephen did not understand that Suzanne's co-ownership entitled her to a right of survivorship, the district court made no such findings about Stephen's intent.

that, pursuant to section 524.6-204, Suzanne did not own the account as the surviving co-owner.

Breach of Fiduciary Duty

Irvin also argues that the district court in its trial order implicitly found "that Suzanne had a fiduciary duty to Stephen, breached it with her undue influence, and as a result severed her ownership of the [Cherokee account]." Suzanne counters that the trial order includes no findings whatsoever about her having or breaching a fiduciary duty at any time and that the finding in the show-cause order that "she breached her fiduciary duty to act as a responsible steward of [Stephen's] assets and to honor his testamentary intentions" exceeds the scope of the trial order.

In the show-cause order, the district court cited *Carlson v. Carlson*, 363 N.W.2d 803 (Minn. App. 1985), for the proposition that, because Suzanne breached her fiduciary duty, her statutory presumption of ownership is void. In *Carlson*, a mother and daughter had three joint bank accounts to which the mother contributed all the funds. 363 N.W.2d at 804. Without mother's knowledge, daughter and mother's son moved the accounts to a different bank and added son as a third joint owner. *Id.* After mother died, daughter sued brother and the bank, claiming that she was entitled to the full accounts because son was listed as a co-owner only for the purpose of paying mother's bills. *Id.* at 805. The district court rejected daughter's claim and ordered the bank to divide the money equally between daughter and son. *Id.* We reversed. *Id.* at 806. We explained that, before a presumption of joint ownership could arise for son, the joint accounts first had to have been validly created. *Id.* We remanded for findings on whether mother authorized the son to act as her agent and, if so, whether he had fulfilled his fiduciary duty when he added his name to the joint account without her permission. *Id.* We instructed that, if the son was not authorized to act as mother's agent or breached his fiduciary duty, the ownership of the funds must be determined based on the accounts before the changes were made—that is, the accounts as they were held by mother and daughter. *Id.*[7]

Carlson is not applicable here. Neither in the trial order nor in the show-cause order did the district court find that Suzanne had, and breached, a fiduciary duty to Stephen with respect to the creation of the joint account in 2006, which was well before the decline of Stephen's health. The district court did find, only in the show-cause order, that Suzanne had, and breached, a fiduciary duty on January 5, 2022, when she unduly influenced Stephen to change the pay-on-death beneficiaries on the account to remove Irvin.[8] But the district court provided a remedy for that breach in the trial order when it declared the January 5, 2022 beneficiary change void. Irvin's argument—that the breach of fiduciary duty relating to the January 5, 2022 beneficiary change severed the presumption of joint

---

[7] Notably, we did not direct the district court to determine whether daughter, who was a co-owner of the account, either had or breached a fiduciary duty. *See Carlson*, 363 N.W.2d at 806.

[8] We note that the district court found that Irvin did not show by clear and convincing evidence that Stephen was unduly influenced by Suzanne in 2021 when Stephen made Suzanne a co-owner of Premier account. If there was not enough evidence to establish undue influence in 2021 with respect to the Premier account, it is difficult to see how there would be enough evidence to establish undue influence in 2006 with respect to the establishment of joint ownership of the Cherokee account.

ownership—fails because the district court did not find a breach of fiduciary duty in connection with the creation of the joint account.[9]

Even assuming that the district court could properly make a finding of a breach of fiduciary duty in the show-cause order, the finding that Suzanne breached her fiduciary duty by unduly influencing Stephen to change the beneficiaries on the account has no effect on Suzanne's ownership of the Cherokee account.[10] The district court's instruction in the show-cause order that Suzanne split the Cherokee account with Irvin thus extends beyond the scope of the trial order and affects Suzanne's substantive rights. *See Nelson*, 806 N.W.2d at 87. The district court abused its discretion by granting that relief.

Reversed.

---

[9] For the same reason, our decision in *In re Estate of Nordorf*, 364 N.W.2d 877 (Minn. App. 1985)—also cited in the show-cause order—is inapposite. In *Nordorf*, the decedent signed two bank forms just before her death granting her cousin joint tenancy over her bank accounts to allow cousin to pay the decedent's bills. 364 N.W.2d at 879. We affirmed the district court's decision that the presumption of joint ownership was rebutted because the joint accounts were not validly created. *Id.* at 880. We held that cousin had a fiduciary duty at the time the joint accounts were created and that she breached it by not disclosing to decedent that the funds in the joint account would go to cousin upon decedent's death; therefore, the joint accounts were not validly created. *Id.* at 879-80. We cited *Carlson* for the proposition that "[t]he presumption of ownership by surviving parties to a joint account does not arise . . . if the account was *created* through the violation of a fiduciary duty." *Id.* at 879 (emphasis added).

[10] The district court also seems to suggest that Suzanne breached her fiduciary duty as a co-personal representative by changing the beneficiaries on the Cherokee account, but we agree with Suzanne that she could not have breached her fiduciary duty as a co-personal representative because, at the time of the beneficiary change, Stephen was alive and there was no estate.