

*This opinion is nonprecedential except as provided by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
A25-2131**

Booker Construction Inc.,
Respondent,

vs.

Yolanda V Wilson,
Appellant.

**Filed September 14, 2026
Affirmed
Harris, Judge**

Hennepin County District Court
File No. 27-CV-25-9811

Booker Construction, Inc., St. Paul, Minnesota (respondent)

Yolanda V. Wilson, Brooklyn Park, Minnesota (self-represented appellant)

Considered and decided by Harris, Presiding Judge; Wheelock, Judge; and
Smith, John, Judge.*

NONPRECEDENTIAL OPINION

HARRIS, Judge

In this appeal following a court trial on claims stemming from a construction dispute, appellant challenges the district court's entry of judgment in favor of respondent, arguing that (1) the district court clearly erred in finding that an enforceable contract

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

existed between the parties, (2) the contract was not in writing as required by Minnesota law, (3) procedural irregularities prevented her from presenting an effective case, and (4) the district court's order erroneously included a non-party. Because the record supports the district court's findings and it did not err in its conclusions of law, we affirm.

FACTS

The following facts derive from the evidence in the trial record and are framed in the light most favorable to the district court's findings.¹

Appellant Yolanda Wilson owns a home in Brooklyn Park. Emmett Booker (Emmett) owns respondent Booker Construction Inc (Booker).² Booker primarily installs concrete for city sidewalks, curbs, gutters, driveways, steps, and patios. In June 2024, Wilson hired Booker to install a concrete slab for a shed in the backyard of her home. In June 2024, after Booker provided an estimate for the concrete slab, Wilson requested additional work from Booker. Wilson requested that Booker redo the patio and remove and replace the concrete on the front entry stoop and driveway. Emmett testified that another contractor had started the patio but “covered it up with a bunch of base and left the concrete underneath.” So, Booker would first have to tear the old concrete out and then put in a new base.

¹ See *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (holding that in evaluating whether a finding of fact is clearly erroneous, we examine the record to see if there is evidence that reasonably supports the district court's findings, and we view the evidence in the light most favorable to those findings).

² For ease of reference, we use “Emmett” to distinguish Emmett Booker from respondent Booker Construction.

On June 26, 2024, Booker provided Wilson with a “PROPOSAL & ACCEPTANCE” document, which detailed the scope of work for the concrete slab, patio, driveway, and front entry stoop, which totaled \$23,500. Emmett and Wilson both signed the proposal, and Booker immediately began working on the property. At the time, Wilson paid Emmett \$3,900 as a partial down payment for the work. Emmett typically required 50% of the proposal as a down payment, but Emmett accepted the partial down payment because Booker was originally contracted to work only on the concrete slab for the shed, and given the additional work, Booker was going to be working on Wilson’s property for the rest of the week, which would give her a few extra days to pay. Wilson told Emmett that she would pay the rest of the down payment later that week.

The project lasted approximately four days. For the first two days, Booker’s employees worked on the concrete slab and the patio in the backyard. On the first day of work, Emmett and four of his employees began working on the concrete slab for the shed by digging out the vegetation, grass, and dirt, and leveling the ground to build a base to pour in the concrete. In doing so, Emmett ran into an electrical wire that needed to be removed to complete the job. Emmett spoke with Wilson about removing the electrical wire and obtained her permission to do so.³ Emmett and his employees successfully removed the wire.

Before Booker could begin pouring concrete for the base of the slab and patio, Emmett would need to obtain approval from a city inspector. The inspector approved the

³ Wilson testified that she did not give Booker permission to remove the electrical wire. She also denied that Booker informed her about the need to remove the electrical wire.

proposed work, and Emmett and his employees prepared to pour the concrete. Because the back patio was enclosed by Wilson's fence, Booker had to ensure that the fence posts were properly set. They discovered that the fence posts on the side of the home were crooked, and that the previous contractor "left a bunch of rocks in the holes of the fence posts." Emmett explained to Wilson that his team would have "to dig all that out and reset the fence posts" to complete the job. When Wilson asked about the cost to repair the fence posts, Emmett said approximately \$500.⁴ According to Emmett, Wilson gave him permission to remove and reset the fence posts.

M.S. was one of Booker's employees working on Wilson's property that day. M.S. was specifically working on removing and resetting the fence posts and verifying the layout of the concrete slab. As M.S. was working, he came across a wall-mounted and motion-activated security camera on the side of Wilson's house. When he walked by, the camera said in a "robotic style digital voice, 'You are being recorded.'" Because it startled M.S. while working, he and another employee covered the camera with a garbage bag obtained from Wilson's garage.⁵

At some point during the week, Wilson noticed that Booker's employees were using her gravel, and she informed them that they were not allowed to use it. Wilson previously told Emmett that she planned to give the gravel to another individual, L.P. According to Wilson, one of the employees called Emmett to explain the situation, and he replied, "Oh,

⁴ Because the need to remove and reset the fence posts arose during the job, it was not included in the original proposal and acceptance.

⁵ M.S. testified that he did not have Wilson's permission to enter her garage.

yeah. She did say she was going to give it to [L.P.].” Emmett also told his employee, “Don’t worry. I’ll pay her for it.” Wilson testified that she paid \$500 for the gravel.

On the fifth day of work, Emmett got a call from one of his employees that Wilson “wanted everybody off the job.” Wilson told Emmett that she did not “trust” him and that he was “taking over her property and everything.” Emmett instructed his team to gather their supplies and leave. Emmett testified that Wilson “didn’t want us to take any of our stuff off the job” and that “she put her foot on top of our [supplies] and said we weren’t taking nothing.” Wilson then called law enforcement. When police arrived, Wilson “backed off” and let Emmett and his team gather their supplies.

In late July 2024, Booker sent Wilson an updated invoice. According to the invoice, the only work that was completed and paid for was the \$3,900 for the concrete slab installation. It also outlined the work that was completed but not paid for, which totaled \$3,750.⁶

In December 2024, Booker filed suit in conciliation court seeking \$3,820 for the unpaid labor and filing fees. Wilson filed a counterclaim, alleging \$3,170 in damages for (1) removing the shed’s electrical wiring, using her gravel, and going into her garage, all of which allegedly occurred without her permission, (2) stealing a construction cord and a black heavy-duty bag, and (3) covering her camera. Wilson indicated in her counterclaim that she fired Booker “because of [b]reach of trust.”

⁶ Booker charged \$500 for removing and resetting the fence posts, \$2,000 for installing the front entry stoop, \$600 for removing the front patio and sidewalk, \$450 for regrading the rear patio and sidewalk, and \$250 for removing the electrical wire. Booker credited Wilson \$50 for using her gravel.

The conciliation court entered judgment in favor of Booker. Wilson appealed the conciliation court's judgment to district court. The district court held a trial in August 2025, to hear Booker's claim and Wilson's counterclaim. The court heard witness testimony from Emmett, two of Booker's employees, Wilson, and L.P.

At trial, Wilson argued that she never had a contract with Booker because she did not give them permission "to do anything to [her] property other than the \$3,900" for the concrete slab. When the district court asked Wilson about the other items in the final invoice, Wilson stated, "I object to that . . . [b]ecause this was not done under my permission." When asked how she reached the \$3,170 in her counterclaim, Wilson explained that \$500 was for Booker using the gravel, \$150 was for stealing a construction cord in her garage, and the rest stemmed from Booker's employees covering her camera. Wilson conceded that the camera was not damaged but alleged that Booker infringed her right to privacy. When asked if she put a dollar value on that infringement, Wilson answered, "My life" and "\$21,160."

The district court found that a contract existed between the parties in the form of Booker's invoice. It also found "no evidence that the work was not performed or performed inadequately, and there is no dispute that [Wilson] has not paid for the work." Thus, the district court determined that Wilson breached the contract and owed Booker \$3,800, which accounted for the unpaid work.

As for Wilson's counterclaims, the district court determined that Booker owed Wilson \$500 for using her gravel. That award would offset the award granted to Booker. The court found no evidence to support Wilson's remaining claims for going into her

garage without her permission, stealing a construction cord and heavy-duty bag, and covering her camera. In total, the district court entered judgment awarding Booker \$3,370.

Wilson appeals.

DECISION

“On appeal from a judgment, this court’s scope of review is limited to deciding whether the [district] court’s findings are clearly erroneous and whether it erred in its legal conclusions.” *Poser v. Abel*, 510 N.W.2d 224, 226 (Minn. 1994). However, “[w]e review the district court’s application of the law de novo.” *Zephier v. Agate*, 957 N.W.2d 866, 875 (Minn. 2021); *Harlow v. State, Dep’t of Hum. Servs.*, 883 N.W.2d 561, 568 (Minn. 2016).

I. The district court did not err in determining that the parties entered into an enforceable contract.

Wilson first challenges the district court’s finding of an enforceable contract, arguing there was no mutual assent between the parties. She also argues that Minnesota law requires residential construction contracts to be in writing.

Whether a contract exists generally is a question for the fact-finder. *Morrisette v. Harrison Int’l Corp.*, 486 N.W.2d 424, 427 (Minn. 1992). “Findings of fact, whether based on oral or documentary evidence, shall not be set aside unless clearly erroneous, and due regard shall be given to the opportunity of the [district] court to judge the credibility of the witnesses.” Minn. R. Civ. P. 52.01.

“A contract is formed when two or more parties exchange bargained-for promises, manifest mutual assent to the exchange, and support their promises with consideration.”

Vermillion State Bank v. Tennis Sanitation, LLC, 969 N.W.2d 610, 628 (Minn. 2022) (quotation omitted). Formation of a contract requires “mutual assent among the parties involved in the transaction.” *SCI Minn. Funeral Servs., Inc. v. Washburn-McReavy Funeral Corp.*, 795 N.W.2d 855, 864 (Minn. 2011). “Mutual assent entails a ‘meeting of the minds concerning a contract’s essential elements.’” *Id.* (quoting *Minneapolis Cablesystems v. City of Minneapolis*, 299 N.W.2d 121, 122 (Minn. 1980)); see also *Black’s Law Dictionary* 143 (12th ed. 2024) (defining mutual assent as an “[a]greement by both parties to a contract . . . in the form of offer and acceptance”). Mutual assent, expressed by words or conduct, is evaluated under an objective standard. *SCI Minn. Funeral Services, Inc.*, 795 N.W.2d at 864.

Here, the district court found that the parties entered into a contract that was supported by mutual assent and consideration. The district court specifically found Booker’s testimony convincing on this point. The district court explained:

[Booker] performed the work, and [Wilson] accepted it. Both parties’ testimony shows that [Wilson] was generally aware of the work [Booker] was performing and not incapable of halting it or questioning it. This is evidence that both parties knew they had entered into a contract, though nothing was signed.

Wilson first argues that the district court erred because there was no mutual assent as to the proposal’s essential terms, such as the scope of work and the price.⁷ She contends that “[t]he only work clearly authorized by [Wilson] was the installation of a 12-by-24-foot

⁷ We note that Wilson cites no statute, caselaw, or any other authority to support her argument.

concrete slab”; anything beyond that, she claims, is not supported by the record. She also argues that the additional work she requested was not in writing as required by Minnesota law. Her arguments are unavailing.⁸

There is ample record evidence that both parties mutually assented for work beyond the installation of the concrete slab. First, Emmett provided extensive testimony about the additional work that Wilson requested. Specifically, Wilson asked him to replace the patio, the front entry stoop, and the driveway. Second, the proposal from June 26 details the scope of work on Wilson’s property, which was signed by Wilson and aligns with Booker’s testimony. And finally, Wilson was well aware of the additional work being performed by Booker, and Wilson did not object to that work until the fifth day. By that point, Booker’s employees had already dug up the vegetation, leveled the base to install the forms and concrete for the slab, the patio, the entry stoop, and the driveway. Moreover, the June 26 “PROPOSAL & ACCEPTANCE,” signed by Emmett and Wilson, includes the scope of the work and the total price. Booker included the measurements for the concrete slab, concrete driveway, patio, and sidewalk. And he estimated that all of the work would cost \$23,500. The district court’s factual findings were not clearly erroneous. *See Poser*, 510 N.W.2d at 226.

Second, under Minnesota Statutes section 326B.809(a) (2024), “[a]ll agreements including proposals, estimates, bids, quotations, contracts, purchase orders, and change

⁸ Wilson also argues in her brief that Booker could not request payment for the additional work because it failed to substantially perform. However, this argument simply reiterates her first claim that she never authorized Booker to perform the additional work.

orders between a licensee and a customer for the performance of a licensee’s services must be in writing.” Furthermore, each agreement must contain “(1) a detailed summary of the services to be performed; (2) a description of the specific materials to be used or a list of standard features to be included; and (3) the total contract price or a description of the basis on which the price will be calculated.” Minn. Stat. § 326B.809(a)(1)-(3) (2024). As discussed above, there was a written agreement that summarized the services to be performed, a description of the specific materials,⁹ and the total price for the work.

In short, we conclude that the district court did not err in determining that there was a meeting of the minds for Booker to perform additional work beyond the concrete slab. We also conclude that the district court did not err in determining that Booker’s proposal to Wilson met the requirements of section 326B.809.

II. Wilson’s remaining arguments are inadequately briefed.

Wilson also argues that there were procedural irregularities that prejudiced her ability to present a case and that the district court erred by including a non-party. These arguments are not properly before us because they are inadequately briefed.

While she raises general assertions of error, Wilson advances no legal argument to support her claims and provides scant legal authority and record citations. *See Waters v. Fiebelkorn*, 13 N.W.2d 461, 464-65 (Minn. 1944) (“[O]n appeal error is never presumed. It must be made to appear affirmatively before there can be reversal . . . [and] the burden

⁹ The proposal indicated that the concrete slab would be installed using “compacted class #5” base and anchor bolts, and that the driveway would also be installed with compacted class #5 base and “reinforced with 6x6-10ga wire mesh.” Booker explained at trial that “class #5” base is a fill that is installed before the concrete is poured.

of showing error rests upon the one who relies upon it.”); *Melina v. Chaplin*, 327 N.W.2d 19, 20 (Minn. 1982) (stating that inadequately briefed issues are not properly before an appellate court); *Ganguli v. Univ. of Minn.*, 512 N.W.2d 918, 919 n.1 (Minn. App. 1994) (stating that appellate courts decline to address allegations unsupported by legal analysis or citation). “An assignment of error based on mere assertion and not supported by any argument or authorities in appellant’s brief is [forfeited] and will not be considered on appeal unless prejudicial error is obvious on mere inspection.” *In re Welfare of Child of J.H.*, 968 N.W.2d 593, 602 n.7 (Minn. App. 2021) (quotation omitted), *rev. denied* (Minn. Dec. 6, 2021). On our inspection, we discern no prejudicial error. Wilson’s arguments are therefore forfeited.

Affirmed.