

*This opinion is nonprecedential except as provided by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
A26-0029**

Kevin Christensen,
Appellant,

vs.

CentraCare Health System,
d/b/a St. Cloud Hospital Recovery Plus,
Respondent.

**Filed July 6, 2026
Affirmed; motion denied
Reilly, Judge***

Stearns County District Court
File No. 73-CV-19-5176

Gary Bodelson, Minneapolis, Minnesota; and

Robert M. Christensen, Robert M. Christensen, P.L.C., Minneapolis, Minnesota (for appellant);

Mark R. Bradford, Alexander D. Klein, Bradford, Andresen, Norrie & Camarotto, Bloomington, Minnesota; and

Steven R. Schwegman, Quinlivan & Hughes, P.A., St. Cloud, Minnesota (for respondent)

Considered and decided by Bond, Presiding Judge; Rasmusson, Judge; and Reilly, Judge.

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

NONPRECEDENTIAL OPINION

REILLY, Judge

Appellant brought this negligence action alleging that he was sexually assaulted while staying at an inpatient-treatment facility operated by respondent. Appellant challenges the district court's order denying his motion for relief from a judgment entered on the parties' joint stipulation to dismiss the action with prejudice. Because we conclude that the district court did not abuse its discretion by denying appellant's motion, we affirm.

FACTS

In 2019, appellant Kevin Christensen commenced this negligence action against respondent CentraCare Health System, d/b/a St. Cloud Hospital Recovery Plus, alleging that he was sexually assaulted by his roommate while staying at an inpatient-treatment facility operated by respondent. The case was tried to a jury on three days in June 2022. During closing argument, appellant's attorney made several statements that caused the district court to either sustain an objection or give a curative instruction. After sending the jury to deliberate, the district court found appellant's attorney in contempt for violating the district court's order regarding the permissible scope of closing arguments. Respondent's attorney then requested a "mistrial." The district court noted respondent's "motion for a mistrial" and reserved its ruling on the motion. The jury rendered a verdict for appellant, finding that respondent was negligent and awarded appellant \$1,100,000.00 in damages. The district court stayed entry of judgment pending its decision on respondent's motion.

In October 2022, the district court granted respondent's motion. In its order, the district court referred to respondent's motion as a "motion for a mistrial," but construed

the motion as a motion for a new trial. *See* Minn. R. Civ. P. 59.01(b). The district court found that appellant's attorney committed misconduct during closing argument that prejudiced the jury and deprived respondent of a fair trial. Accordingly, the district court granted respondent's motion, setting aside the verdict in favor of appellant and the damages award.

The case was tried to a jury for a second time in October 2024. The jury rendered a verdict in favor of the respondent. The district court entered judgment for respondent and dismissed the action with prejudice. Appellant then moved for a new trial and respondent filed an application for taxation of costs and disbursements. In January 2025, the district court denied appellant's motion and awarded respondent costs and disbursements in the amount of \$12,087.14.

In March 2025, the parties reached a settlement agreement by which appellant agreed to waive his right to appeal and respondent agreed to waive costs. The parties then jointly filed a document entitled "Stipulation to Vacate Judgment and for Dismissal with Prejudice." The stipulation stated that the parties agreed to vacate "the judgment entered by the Court on January 17, 2025" and to dismiss the action "on the merits with prejudice and without costs and disbursements to any party." Based on the parties' stipulation, the district court filed an order in which it dismissed the action with prejudice.

The next day, appellant filed a notice of appeal challenging the judgment entered on the jury's verdict for respondent and the district court's order granting respondent's motion for a new trial. This court dismissed the appeal on the ground that the judgment entered on the parties' stipulation of dismissal prevented this court from providing effective

appellate relief from the district court's prior judgment and order. *Christensen v. CentraCare Health Sys.*, No. A25-0383, 2025 WL 1088203 (Minn. App. Apr. 8, 2025) (order). In August 2025, appellant moved for relief from the judgment under rule 60.02 of the rules of civil procedure. The district court denied the motion. This appeal follows.

DECISION

Appellant seeks to challenge the district court's order denying his motion for relief from the judgment entered on the stipulation of dismissal following the second trial, and the district court's order granting respondent's motion for a new trial following the first trial. Respondent moved to dismiss the appeal on the ground that this court cannot grant effective relief. We begin with respondent's motion to dismiss the appeal.

I.

"[T]he existence of a justiciable controversy is essential to our exercise of jurisdiction." *In re Guardianship of Tschumy*, 853 N.W.2d 728, 733-34 (Minn. 2014). "An appeal must be dismissed as moot when a decision on the merits is no longer necessary or an award of effective relief is no longer possible." *State ex rel. Young v. Schnell*, 956 N.W.2d 652, 662 (Minn. 2021). "The mootness doctrine is not a mechanical rule that is automatically invoked whenever the underlying dispute between the parties is settled or otherwise resolved." *Dean v. City of Winona*, 868 N.W.2d 1, 4 (Minn. 2015). "Justiciability is an issue of law that we review de novo." *McCaughtry v. City of Red Wing*, 808 N.W.2d 331, 337 (Minn. 2011).

Respondent argues that this court cannot grant appellant effective relief because, if the judgment entered on the stipulation of dismissal were vacated, then the respondent's judgment with costs against appellant would be reinstated. In response, appellant argues that this court can grant effective relief because if the judgment entered on the stipulation of dismissal were vacated, then the judgment entered on the jury's verdict for respondent would also be reinstated and appealable. Appellant has raised several arguments for reversal of the district court's order denying his motion for relief from the judgment. If appellant were successful on his challenges to the district court's order, relief may be available. Thus, the appeal is not moot, and we may proceed to consider the merits of the appeal. Accordingly, we deny respondent's motion to dismiss the appeal.

II.

Appellant argues that the district court erred by denying his rule 60.02 motion.

Rule 60.02 of the Minnesota Rules of Civil Procedure provides:

On motion and upon such terms as are just, the court may relieve a party or the party's legal representatives from a final judgment (other than a marriage dissolution decree), order, or proceeding and may order a new trial or grant such other relief as may be just for the following reasons:

(a) Mistake, inadvertence, surprise, or excusable neglect;

(b) Newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial pursuant to Rule 59.03;

(c) Fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party;

(d) The judgment is void;

(e) The judgment has been satisfied, released, or discharged or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or

(f) Any other reason justifying relief from the operation of the judgment.

Minn. R. Civ. P. 60.02. A party seeking relief under rule 60.02 has the burden of proof. *City of Barnum v. Sabri*, 657 N.W.2d 201, 205 (Minn. App. 2003). This court applies an abuse-of-discretion standard of review to a district court's denial of a rule 60.02 motion. *In re Civ. Commitment of Johnson*, 931 N.W.2d 649, 655 (Minn. App. 2019), *rev. denied* (Minn. Sept. 17, 2019).

In the district court and on appeal, appellant has made two arguments for relief based on paragraphs (d) and (f) of rule 60.02. First, he argues that the judgment entered on the stipulation of dismissal is void, and second, he argues that he is not bound by the parties' settlement agreement or the stipulation of dismissal. We address each argument in turn.

A.

Appellant first argues that the judgment entered on the parties' joint stipulation is void.

For purposes of rule 60.02(d), a judgment or order may be deemed void for any one of three reasons: "if the issuing court [1] lacked jurisdiction over the subject matter, [2] lacked personal jurisdiction over the parties through a failure of service that has not been waived, or [3] acted in a manner inconsistent with due process."

Bode v. Minnesota Dep't of Nat. Res., 594 N.W.2d 257, 261 (Minn. App. 1999), *aff'd*, 612 N.W.2d 862 (Minn. 2000).

Appellant contends that the district court lacked subject matter jurisdiction to enter judgment on the stipulation of dismissal. Subject matter jurisdiction “refers to a court’s authority to hear and determine a particular class of actions and the particular questions presented to the court for its decision.” *Giersdorf v. A&M Constr., Inc.*, 820 N.W.2d 16, 20 (Minn. 2012) (quotation omitted). “Whether a court has subject matter jurisdiction generally depends on the scope of the constitutional and statutory grant of authority to the court.” *Rued v. Comm’r of Hum. Servs.*, 13 N.W.3d 42, 46 (Minn. 2024) (quotation omitted). The district courts in Minnesota are courts of general jurisdiction with constitutional authority to hear “all civil and criminal cases.” Minn. Const. art. VI, § 3. Subject matter jurisdiction cannot be waived or forfeited by a party. *Rued*, 13 N.W.3d at 46. Accordingly, a party may raise a question about subject matter jurisdiction “at any time.” *Id.* The existence of subject matter jurisdiction is a question of law that appellate courts review de novo. *Williams v. Smith*, 820 N.W.2d 807, 813 (Minn. 2012).

Appellant does not dispute that the district court had subject matter jurisdiction over his negligence claim against respondent. Rather, appellant contends that the district court lacked subject matter jurisdiction to enter a “second” judgment of dismissal with prejudice because the district court had not vacated or expressly modified the judgment of dismissal entered on the jury’s verdict for respondent. Appellant primarily relies on *Muellenberg v. Joblinski*, 247 N.W. 570 (Minn. 1933), in making this argument. In *Muellenberg*, the parties reached a pretrial settlement agreement and executed a stipulation

to dismiss the action with prejudice. *Id.* at 571. The plaintiff later appeared on the date scheduled for trial and obtained a judgment on the merits against the defendant. *Id.* The supreme court concluded that the district court did not have subject matter jurisdiction to enter a judgment on the merits after the parties had voluntarily dismissed the action with prejudice. *Id.* The court explained that the parties' stipulation of dismissal

ousted the court of its jurisdiction of the action which can be resumed only when the order of dismissal is vacated. Until this is done no further proceedings can be had or judgment rendered by the court, except such order or judgment as may be necessary to close the litigation properly.

Id. *Muellenberg* is distinguishable from this case because respondent obtained a judgment on the merits and was awarded costs before the parties reached a settlement agreement to dismiss the action with prejudice. Appellant's argument also conflicts with several rules of civil procedure that expressly authorize a district court to award costs, order a new trial, or grant other relief after the entry of a final judgment. *See* Minn. R. Civ. P. 54.04(f), 58.01, 60.02. Additionally, a plaintiff may voluntarily dismiss an action without any order from the court by filing a stipulation of dismissal signed by all parties who have appeared in the action. Minn. R. Civ. P. 41.01(a). Consequently, whether the court had subject matter jurisdiction to enter judgment on the parties' stipulation is irrelevant because a court order need not dismiss an action with prejudice if the stipulation is signed by both parties' attorneys. *See id.*

Thus, the district court acted within its discretion by denying appellant's rule 60.02 motion on the ground that the judgment entered on the stipulation of dismissal is not void.

B.

Appellant also argues that the district court erred by finding that the parties entered into an enforceable settlement agreement.

Rule 60.02(f) authorizes a district court to grant relief from a judgment or order for “[a]ny other reason justifying relief from the operation of the judgment.” Minn. R. Civ. P. 60.02(f). The supreme court has “emphasized that relief is available under Rule 60.02(f) only in exceptional circumstances.” *Kern v. Janson*, 800 N.W.2d 126, 133 (Minn. 2011) (quotation omitted). “[T]he party seeking relief must establish a meritorious claim.” *Buck Blacktop, Inc. v. Gary Contracting & Trucking Co.*, 929 N.W.2d 12, 20 (Minn. App. 2019) (quotation omitted).

Appellant contends that the district court erred by placing the burden of proof on him to disprove the existence of the settlement agreement. Appellant asserts that the district court should have applied a “standard of proof applicable to summary judgments.” But appellant cites no authority to support his position. Appellant’s argument is plainly inconsistent with Minnesota caselaw. The party seeking relief under rule 60.02 bears the burden of proof. *City of Barnum*, 657 N.W.2d at 205. Additionally, a party seeking relief under paragraph (f) must establish a meritorious claim. *Buck Blacktop, Inc.*, 929 N.W.2d at 20. Thus, the district court did not abuse its discretion by placing the burden of proof on appellant.

Appellant also contends that the district court erred by finding that appellant’s attorney had authority to settle his claim with respondent. “An attorney may bind a client, at any stage of an action or proceeding, by agreement made in open court . . . or made in

writing and signed by such attorney.” Minn. Stat. § 481.08 (2024); *Triple B&G, Inc. v. City of Fairmont*, 494 N.W.2d 49, 52 (Minn. App. 1992). But an attorney generally cannot settle a client’s claim without the client’s express authority to do so. *Id.* Whether an attorney had authority to settle a client’s claim is a question of fact. *Id.* This court applies a clear-error standard of review to the district court’s finding that an attorney had authority to settle the claim. *Id.* In applying clear-error review, appellate courts do not reweigh the evidence or reconcile conflicting evidence. *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 222-23 (Minn. 2021).

The facts here do not present extraordinary circumstances. *See Kern*, 800 N.W.2d at 133. Instead, the record shows that appellant authorized his attorney to settle his claim with respondent and execute a stipulation for dismissal with prejudice. Respondent’s attorney filed an affidavit that summarized the parties’ settlement negotiations and the terms of the settlement agreement. Respondent’s attorney also submitted several exhibits with the affidavit. One exhibit contained email messages that were exchanged between the parties’ attorneys while negotiating the settlement agreement. Another exhibit contained a letter sent by respondent’s attorney to appellant’s attorney who memorialized the terms of the settlement agreement.

Appellant asserts that the record does not support the district court’s findings because “it is undisputed he did not even know [the stipulation] existed until weeks after it was executed.” But the record shows that appellant’s knowledge of the settlement agreement and stipulation was disputed. One of respondent’s exhibits contained an email message sent to appellant’s attorney extending “a formal offer to waive collection of the

costs and disbursements . . . in exchange for Mr. Christensen agreeing not to file an appeal. Once confirmed, we will file a stipulation of dismissal” Appellant’s attorney then replied that he had “sent [respondent’s] last email to Mr. Christensen.” Shortly after, appellant’s attorney sent another email message stating that he “just got off the phone with Mr. Christensen. He agrees to waive appeal and, in exchange, the defense waives costs.” At appellant’s request, his attorney asked respondent’s attorney to memorialize the agreement in writing. Respondent’s attorney then sent appellant’s attorney a letter summarizing the terms of the settlement agreement and attached the stipulation of dismissal. The district court found that appellant’s assertions that his attorney lacked authority to settle his claim were not credible. The district court also found that appellant failed to present credible evidence to support his assertion that the settlement agreement did not exist.

Thus, the district court acted within its discretion by denying appellant’s rule 60.02 motion by concluding that appellant entered into an enforceable settlement agreement. Because we conclude that the district court acted within its discretion by denying appellant’s rule 60.02 motion, we need not consider appellant’s remaining arguments. *Cf. Northern States Power Co. v. City of Sunfish Lake*, 659 N.W.2d 271, 274-75 (Minn. App. 2003) (declining to review city’s land-use decision or district court’s mandamus order after judgment was entered on parties’ settlement agreement).

Affirmed; motion denied.