

*This opinion is nonprecedential except as provided by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
A21-0971**

Amanda Emele,
Respondent,

vs.

Felix Emele,
Appellant.

**Filed March 28, 2022
Affirmed
Smith, Tracy M., Judge**

Hennepin County District Court
File No. 27-CV-20-2775

Amanda Emele, Minneapolis, Minnesota (pro se respondent)

Felix Emele, Cedartown, Georgia (pro se appellant)

Considered and decided by Connolly, Presiding Judge; Reilly, Judge; and Smith,
Tracy M., Judge.

NONPRECEDENTIAL OPINION

SMITH, TRACY M., Judge

Respondent Amanda Emele sued her brother, appellant Felix Emele, for breach of an oral contract. Following a court trial, the district court found in favor of Amanda¹ and awarded damages, plus filing fees and costs. Felix appeals, arguing that the district court

¹ Because appellant and respondent share a last name, this opinion uses their first names.

erred by finding that he and Amanda had formed an oral agreement. Because we defer to the district court on credibility determinations and the district court found Amanda's testimony credible, we affirm.

FACTS

Siblings Felix and Amanda Emele each moved to the United States from Africa—Amanda in 2002 or 2003, and Felix sometime later. In 2020, Amanda brought a claim against Felix in conciliation court, claiming that she and Felix had entered into an oral agreement that she would lend him money to help pay for his move and that he had not repaid her. The conciliation court referee ruled against Amanda.

Amanda appealed to the district court. The district court ordered a trial by videoconference. Amanda appeared for the remote trial, but Felix did not. At trial, Amanda testified that she loaned Felix money for an airline ticket, passport, immigration visa, and other items so that he could move to the United States. She testified that she paid for Felix's plane tickets with her credit card. Amanda testified that she and Felix orally agreed that he would pay her back when he was settled. Amanda testified that, "after some years," she asked Felix to repay her and he refused, denying that they had an agreement.

The district court found that Amanda's testimony was credible and that Felix had accepted the agreement "because he is now living here." The district court ordered Felix to pay Amanda \$8,950, plus filing fees and costs.

Felix appeals.

DECISION

Felix argues that he and Amanda did not form an oral agreement.² He contends that Amanda insisted on buying his plane ticket so she would have a family member attending her graduation.

“[T]he existence and terms of a contract are questions for the fact finder.” *Morrisette v. Harrison Int’l Corp.*, 486 N.W.2d 424, 427 (Minn. 1992). We review a district court’s factual findings for clear error, viewing the evidence in the light most favorable to the verdict. *See Rasmussen v. Two Harbors Fish Co.*, 832 N.W.2d 790, 797 (Minn. 2013). We defer to the district court on questions of witness credibility. *See Goldman v. Greenwood*, 748 N.W.2d 279, 284 (Minn. 2008).

The district court found that Felix and Amanda formed an oral agreement that Felix would repay Amanda for the expenses that she incurred in helping him move to the United States. It stated that it based this finding on “Ms. Emele’s credible testimony, along with the documentation she submitted as an exhibit.”³

Felix’s argument is a challenge to Amanda’s credibility. We defer to the district court’s evaluation of witness credibility. And, because Amanda’s credible testimony is

² Because Felix does not raise the issue of whether the district court erred by determining that the agreement had been breached, we need not address that issue here.

³ Though the district court order refers to an exhibit, no exhibit is included in the record. Amanda’s credible testimony, though, provides an independent basis for the district court’s finding that the parties formed an agreement.

sufficient evidence to support the district court’s finding that the parties had an oral agreement, the district court did not clearly err.⁴

Affirmed.

⁴ Felix’s appellate brief focuses primarily on explaining why he did not attend the hearing. He states that his absence was due to technical difficulties and that, if he had attended the hearing, “judgment likely would have gone in [his] favor.” On appeal, we generally address only those questions that were presented to and considered by the district court. *See Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). Felix’s argument is more properly made in a motion in the district court to vacate a final judgment under Minn. R. Civ. P. 60.02.