STATE OF MINNESOTA
IN COURT OF APPEALS
A23-0512

Daniel Baye,
Appellant,

vs.

Brian McKee,
Respondent.

Filed August 21, 2023
Affirmed
Bjorkman, Judge

Ramsey County District Court
File No. 62-CV-19-8833

Daniel Baye, Los Angeles, California (pro se appellant)

Stephen M. Warner, Jeffrey M. Markowitz, Arthur, Chapman, Kettering, Smetak & Pikala, P.A., Minneapolis, Minnesota (for respondent)

Considered and decided by Cochran, Presiding Judge; Bjorkman, Judge; and Klaphake, Judge.*

NONPRECEDENTIAL OPINION

BJORKMAN, Judge

Appellant challenges the denial of his motion to reopen a stipulated judgment, arguing that the judgment is unfair for various reasons and should be vacated under Minn.

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

R. Civ. P. 60.02(f). Because we discern no abuse of discretion in the district court's decision, we affirm.

FACTS

In early 2020, appellant Daniel Baye, a California resident, initiated this action against respondent Brian McKee regarding a 2017 car accident that occurred in Minnesota. Baye has represented himself throughout this matter.[1] The district court issued a scheduling order that required the parties to complete discovery and make all necessary evidentiary disclosures by mid-2022. After that deadline passed, McKee moved to exclude all undisclosed evidence, including "any and all" medical opinions as to medical treatment, permanency, or disability, and all of Baye's paystubs and other financial documents. Baye opposed the motion, asserting that he "mentioned" various medical records in communication with McKee since 2018 and did not "need to resend document which was sent already by lawyer from time of accident until October 12, 2021, when I was no longer represented by my Attorney Paul Park." Baye also moved to exclude "all items of inaccurate social media," suggesting that McKee improperly obtained the "social media report" that he proposed to introduce as a trial exhibit.

On September 12, 2022, the district court granted McKee's motion, explaining that mentioning documents is insufficient to comply with disclosure requirements, and deferred deciding Baye's motion until trial, which was set for the following week. Two days later, McKee's counsel received an email from California attorney Paul Park, stating: "Please

[1] Baye has personal counsel in California, but that attorney has not appeared of record on Baye's behalf in this matter.

call me. Daniel Baye is in my office and wants to settle for the policy limit of $30,000.00." McKee's counsel sent a confirming letter along with a release and stipulation for dismissal. Baye signed both documents and, on September 15, the parties filed the stipulation. The district court entered judgment dismissing the action on September 19.

Baye timely appealed the judgment of dismissal, asserting that the district court pressured him to dismiss the action and "nobody explained legal terminologies and what was written in the settlement agreement." Because Baye had not presented these arguments to the district court, we dismissed the appeal. *Baye v. McKee*, No. A22-1460 (Minn. App. Nov. 8, 2022) (order).

On November 21, Baye moved for relief from the judgment under Minn. R. Civ. P. 60.02. He did not invoke any particular provision of the rule but asserted that the judgment was unfair because the district court excluded his evidence; he felt pressured to settle because the district court indicated it might dismiss the case; he experienced "unjust treatment" and discrimination "in so many ways" since the accident; McKee's counsel and insurance company accessed Baye's personal information, including medical records and social media photos from before the accident; opposing counsel communicated with a third party rather than directly with him about the settlement; the settlement was not translated from English, which is not his first language; and he "felt pressured about this long agonizing unfair court trial." In opposing the motion, McKee noted that the release and stipulation for dismissal were sent to Baye based on attorney Park's September 14, 2022 email and Baye signed the documents himself.

After a hearing, the district court denied the motion, reasoning that no relief is warranted because Baye does not dispute that he signed the stipulation and release, his claims of pressure or duress "find no basis in the factual record," and any unilateral mistake on his part as to the content of the settlement documents does not invalidate the judgment.

Baye appeals.

DECISION

A district court may grant relief from a final judgment based on mistake, newly discovered evidence, fraud, or if the judgment is void, has been satisfied or discharged, or should otherwise not be enforced. Minn. R. Civ. P. 60.02. But a judgment based on the parties' stipulation for dismissal is "presumptively valid" and should be vacated "only in the most compelling circumstances." *W. Lake Superior Sanitary Dist. v. Interpace Corp.*, 454 N.W.2d 449, 451-52 (Minn. App. 1990); *see also Johnson v. St. Paul Ins. Co.*, 305 N.W.2d 571, 573 (Minn. 1981) ("Settlement of disputes without litigation is highly favored, and such settlements will not be lightly set aside by the courts." (citation omitted)). We review a district court's decision whether "to grant or withhold relief" under rule 60.02 for an abuse of discretion. *Munt v. State*, 984 N.W.2d 242, 246 (Minn. 2023).

In challenging the district court's denial of his motion for relief from the judgment, Baye reiterates the arguments he made to the district court, again largely without explaining how any of them justify relief under rule 60.02. But he does invoke, for the first time, subpart (f): "Any other reason justifying relief from the operation of the judgment." Minn. R. Civ. P. 60.02. We agree this is the only potentially applicable provision, as none of Baye's allegations point to concerns about mistake, newly discovered evidence, fraud,

voidness, or satisfaction or discharge. *See Munt*, 984 N.W.2d at 247 (evaluating rule 60.02 motion based on the "nature of [the] claims"); *see also Buck Blacktop, Inc. v. Gary Contracting & Trucking Co., LLC*, 929 N.W.2d 12, 19 (Minn. App. 2019) (explaining that subpart (f) is "mutually exclusive" with the other, more specific bases for relief). But subpart (f) is "a residual clause to cover unforeseen contingencies." *Majestic Inc. v. Berry*, 593 N.W.2d 251, 256 (Minn. App. 1999) (quotation omitted). Relief under that provision is available "only in exceptional circumstances." *Buck Blacktop*, 929 N.W.2d at 20 (quotation omitted). Baye has not demonstrated that the district court abused its discretion in determining that he failed to meet this demanding standard.

Baye may have felt pressured to reach a settlement because of the duration of the litigation and the district court's exclusion of nearly all of his evidence based on his failure to timely disclose it. But those pressures are predictable, if frustrating, aspects of litigation. They are not unlawful threats or physical force that rise to the level of coercion or duress so as to render the judgment unjust. *See St. Louis Park Inv. Co. v. R.L. Johnson Inv. Co.*, 411 N.W.2d 288, 291 (Minn. App. 1987) (defining duress as "coercion by means of physical force or unlawful threats, which destroys one's free will and compels compliance with the demands of the party exerting the coercion"), *rev. denied* (Minn. Oct. 30, 1987). And even if Baye did not personally initiate the settlement process or want the California lawyer involved in it, he ratified the settlement agreement by personally signing the release and stipulation for dismissal. *See Anderson v. First Nat'l Bank of Pine City*, 228 N.W.2d 257, 259 (Minn. 1975) (noting that principal's ratification of agent's originally unauthorized act bound principal to the act).

Similarly, Baye may not have had the benefit of translation or legal counsel in reviewing the settlement documents, but he identifies no aspect of the settlement that was misleading or about which he was mistaken. Indeed, to the extent he suggests that he did not understand that signing the stipulation and release would end this action and limit his recovery to the $30,000 policy limit, that suggestion is belied by his contention that he felt pressured to settle to avoid outright dismissal and bring an end to prolonged litigation. And Baye's complaints of unspecified discrimination and unfair treatment are too vague to overcome the presumption that the parties' stipulated judgment of dismissal based on that settlement is valid. *See W. Lake Superior Sanitary Dist.*, 454 N.W.2d at 451 (stating presumption).

In short, Baye has not demonstrated that he presented the district court the kind of exceptional, unforeseen circumstances that justify vacating the judgment. Accordingly, we discern no abuse of discretion by the district court in denying his motion for relief from the judgment.

Affirmed.