STATE OF MINNESOTA

IN SUPREME COURT

A21-1549

Court of Appeals

Gildea, C.J.
Took no part, McKeig, J.

In re the Marriage of:

Allison Catherine Buckner,

Respondent,

vs.

Filed: July 5, 2023
Office of Appellate Courts

Bernard Joseph Robichaud, Jr.,

Appellant.

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Alan C. Eidsness, Benjamin J. Hamborg, Henson & Efron, P.A., Minneapolis, Minnesota, for respondent.

Robert A. Gust, Gust Law Firm, PLLC, Bloomington, Minnesota, for appellant.

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S Y L L A B U S

Because an award of attorney fees was not necessary to the performance of a judicial function, the district court exceeded the scope of the court's inherent authority in making the award.

Reversed and remanded.

O P I N I O N

GILDEA, Chief Justice.

The question presented in this case is whether the district court exceeded the scope of its inherent authority when it awarded attorney fees based on conduct that occurred outside the context of litigation. The court of appeals determined that the attorney fee award was within the scope of the district court's inherent authority. Because we conclude that the award was not necessary to the performance of a judicial function, we reverse the court of appeals and hold that the district court exceeded the scope of its inherent authority when it awarded attorney fees.

**FACTS**

This case arises from a post-dissolution, mediated settlement agreement between appellant Bernard Joseph Robichaud, Jr. and respondent Allison Catherine Buckner. Robichaud and Buckner were married in 1995, and their marriage was dissolved on August 2014. Following the dissolution, and separate from the judgment and decree, the parties resolved a dispute over the treatment of a college savings account (the "account") in a Binding Mediated Settlement Agreement (the "agreement") in March 2018. The agreement required that the account be awarded to their daughter when she turned 21 years old. When their daughter turned 21 in August 2019, Robichaud took no action to transfer the account.

Almost a year later, in June 2020, the couple's daughter first attempted to get Robichaud to transfer the account. A financial planner working on behalf of Buckner and the couple's daughter sent a letter and a document to Robichaud for him to sign to effect

the account's transfer. Robichaud never responded to the letter and claimed that he did not receive it.

Following the letter from the financial planner, Buckner's attorney, who also represented the daughter, began sending e-mail messages to Robichaud about the transfer. The e-mail correspondence lasted from June 2020 to February 2021, ending when the account was ultimately transferred. The district court found that throughout this correspondence, Robichaud behaved in a "dilatory, non-cooperative, and unreasonable" way toward Buckner, the couple's daughter, and Buckner's attorney.

Eventually, on January 6, 2021, after months of e-mails sent between Buckner's attorney and Robichaud, Buckner's attorney contacted the district court to inquire about dates for a hearing if Buckner were to bring a motion to enforce the agreement. Robichaud asked the court to hold a phone conference first, before setting a date for a hearing. The district court agreed to do so.

After the phone conference, the parties exchanged further communications, as Buckner's attorney was still trying to obtain Robichaud's signature on the required documents to effect the transfer. While in Florida, Robichaud executed and sent the required documents to transfer the account, but the documents were missing a signature. The documents were sent back to Robichaud, who provided the needed signature and returned the documents a second time. Ultimately, the transfer of the account to Robichaud's daughter became effective on February 24, 2021—some 18 months after she turned 21 and 8 months after the first request made on her behalf.

Following the transfer, Buckner moved for conduct-based attorney fees in the amount of $11,017.50 under Minn. Stat. § 518.14 (2022). That statute references the district court's authority to award fees in a dissolution action "against a party who unreasonably contributes to the length or expense of the proceeding." Minn. Stat. § 518.14, subd. 1.

In its ruling on Buckner's motion, the district court held that "there is no doubt that Mr. Robichaud unreasonably contributed to the length and expense of Ms. Buckner's attempts to enforce the [agreement]." The court noted that in Robichaud's emails to Buckner's attorney from June through August 2020, Robichaud "repeatedly disparaged" Buckner, Buckner's attorney, and his daughter.

Even though the district court was troubled by Robichaud's behavior, the court nevertheless concluded that Minn. Stat. § 518.14 did not support awarding Buckner attorney fees. The court reasoned that to award fees under the statute, the misbehavior must have been committed "during the litigation process." Although Buckner had "sought to bring an enforcement motion in January of 2021," she did not do so. And the district court was "not persuaded" that the "[c]ourt's orders and phone conferences in January and February of 2021" are the "type of case activity [that] falls under Minn. Stat. § 518.14." Instead, the court specifically found that "Robichaud's conduct at issue did not take place during the litigation process." Accordingly, the court held that there was no basis to award fees under Minn. Stat. § 518.14.[1]

[1] Whether Minn. Stat. § 518.14 applies to the conduct in this case is not at issue in this appeal. The district court held that the statute did not apply, and neither party has

Rather than rely on the statute, the district court relied on its inherent authority to award Buckner attorney fees. The district court explained that its use of inherent authority was justified because Robichaud "willfully ignored his legal obligation for nearly a year," he sent a "series of emails laced with insults and unreasonable demands," and "Buckner would have been justified in bringing an enforcement motion back in July of 2020." The district court granted Buckner's motion in part and awarded Buckner $11,017.50 in attorney fees and costs.

Robichaud appealed the district court's order to the court of appeals, arguing that the district court (1) made findings not supported by the record, (2) lacks the inherent authority to award attorney fees for conduct committed outside of a proceeding, and (3) erred by awarding all the fees claimed without making adequate findings on the reasonableness of the fees. The court of appeals affirmed. *Buckner v. Robichaud,* No. A21-1549, 2022 WL 1922903, at *1 (Minn. App. June 6, 2022). The court of appeals held that the district court's factual findings were supported by the record, the attorney fee award was within the district court's inherent authority, and the amount of the award was adequately justified. *Id.* at *2–3.

We granted Robichaud's petition for review.

challenged that conclusion. Likewise, the parties do not challenge the district court's determination that Robichaud's conduct occurred outside the scope of a proceeding and so that question is also not before us.

## ANALYSIS

On appeal to our court, Robichaud argues that the district court exceeded the scope of its inherent authority in awarding attorney fees and erred by not making detailed findings as to the award's amount. We turn first to the question of whether the district court's attorney fee award was within the scope of the district court's inherent authority.

Generally, Minnesota follows the "American rule" that "prevents a party from shifting its attorney fees to its adversary without a specific contract or statutory authorization." *Kallok v. Medtronic, Inc.*, 573 N.W.2d 356, 363 (Minn. 1998). Under this rule, courts typically do not award attorney fees unless there is a contractual or statutory basis to do so. *See Minnesota-Iowa Television Co. v. Watonwan T.V. Improvement Ass'n*, 294 N.W.2d 297, 311 (Minn. 1980). We previously recognized that "[t]here is a well-established exception to the rule where an unfounded action or defense is brought or maintained in bad faith, vexatiously, wantonly, or for oppressive reasons." *Id*. (citation omitted) (internal quotation marks omitted). A form of that exception is now codified in Minn. Stat. § 549.211 (2022). *See Minnesota-Iowa Television Co.*, 294 N.W.2d at 311 (noting that the exception was codified in Minn. Stat. § 549.21 (1978)); Act of May 22, 1997, ch. 213, arts. 1–2, 1997 Minn. Laws 1920, 1920–24 (replacing former Minn. Stat. § 549.21 with Minn. Stat. § 549.211). Another statute, Minn. Stat. § 518.14, addresses attorney fee awards in marriage-dissolution proceedings. This statute authorizes the district court to award attorney fees "against a party who unreasonably contributes to the length or expense of the proceeding." Minn. Stat. § 518.14, subd. 1. In this case, however,

the district court did not rely on section 518.14 or section 549.211 in awarding fees. Instead, the court relied on its inherent authority.

In Minnesota, "courts are vested with considerable inherent judicial authority." *Patton v. Newmar Corp.*, 538 N.W.2d 116, 118 (Minn. 1995). The origin of the "judicia[ry's] power in Minnesota is our state constitution." *State v. M.D.T.*, 831 N.W.2d 276, 280 (Minn. 2013). We have stated that "inherent power 'governs that which is essential to the existence, dignity, and function of a court because it is a court.' " *Id.* (quoting *In re Clerk of Lyon Cnty. Courts' Comp. (Lyon County)*, 241 N.W.2d 781, 784 (Minn. 1976)). In deciding whether inherent authority exists, we determine "whether the relief requested . . . is necessary to the performance of the judicial function." *Lyon County*, 241 N.W.2d at 786. Whether the inherent authority exists at all—that is "whether the district court exceeded the scope of its inherent authority . . . —is a question of law" which we review de novo. *M.D.T.*, 831 N.W.2d at 279. And if the existence of inherent authority is established, then we review the district court's decision to invoke its inherent authority for an abuse of discretion. *See Patton*, 538 N.W.2d at 118–19 ("The task of determining what, if any, sanction is to be imposed is implicated by the broad authority provided [to] the trial court.").

Our precedent illustrates the contours of a district court's inherent authority. In *M.D.T.*, we considered whether the expungement of criminal records held in the executive branch was within the district court's inherent authority. 831 N.W.2d at 280–81. We determined that it was not. *Id.* at 282. We explained that although "the judiciary has inherent authority to control court records," courts do not have that same "inherent

authority to reach into the executive branch to control what the executive branch does with records held in that branch." *Id.* The Legislature struck a balance that gave each branch of government certain control over criminal records, and we concluded that it was "not necessary to the performance of a judicial function to strike the balance differently." *Id.* at 283.

In *Lyon County*, we considered whether a district court has the inherent authority "to set the minimum salary of the clerk of district court." 241 N.W.2d at 782. We held that inherent authority does not exist for that purpose. *Id.* at 787. We explained that "[i]nherent judicial power, which is based on the separation of powers and implied constitutional authority, cannot be exercised in the face of the express constitutional provision in Minn. Const. art. [VI], § 4, that the clerk's salary be controlled by the legislature." *Lyon County*, 241 N.W.2d at 787. We stated that "courts must confine themselves to their historical and constitutional function of deciding cases," and that "[i]t is in the context of this function that inherent judicial power is necessary" and can be exercised. *Id.* Put another way, courts have inherent authority to ensure that they can perform their essential function of deciding cases.

Our decision in *Patton* illustrates this principle. There, the Pattons filed a lawsuit for injuries sustained after a fire started in their motor home. *Patton*, 538 N.W.2d at 117. The Pattons turned over components of the motor home to their retained expert for analysis. *Id.* at 117–18. The Pattons then sued Newmar Corp. for negligent design of the motor home, but the Pattons' expert lost the components that were given to him. *Id.* The district court relied on its inherent authority to exclude the "testimony and documentary evidence

obtained by [the Pattons'] expert during his investigation." *Id*. at 118. On appeal, we upheld the use of inherent authority because the spoliation of evidence forced the defense's "reliance" on "photographs, drawings and testimony of the plaintiffs' own investigative expert." *Id.* at 119. The absence of "the critical item of evidence" affected the court's judicial function. *Id*. Accordingly, we held that the district court acted within the scope of the court's inherent authority in excluding the evidence at issue. *Id*.

Robichaud argues that our precedent establishes that a district court lacks the inherent authority to award attorney fees for conduct occurring before the start of a judicial proceeding. In response, Buckner argues that *Patton* establishes that a district court's inherent authority extends to conduct occurring before a proceeding, and the choice for how to exercise that authority is left to a district court's discretion.

Buckner is correct that Robichaud's conduct is similar to the conduct in *Patton* in the sense that the conduct was committed outside of a judicial proceeding. Just as the spoliation of evidence in *Patton* occurred years before the lawsuit, Robichaud's conduct likewise occurred before Buckner took any legal action to enforce the agreement—a step that, in fact, never became necessary. But *Patton* does not establish that a district court *always* has inherent authority to address conduct occurring outside of a proceeding. Instead, the question in this case, as it was in *Patton*, is whether the district court's exercise of inherent authority "is necessary to the performance of the judicial function." *Lyon County*, 241 N.W.2d at 786.

The conduct in *Patton* related to the judicial function because the "defendant [was] deprived of an opportunity to examine" relevant evidence. 538 N.W.2d at 119. Due to the

conduct in *Patton*, a "critical item of evidence no longer exist[ed] to speak for the [Pattons'] claims or to the defendant's defense." *Id.* The district court was "obligated to determine the consequences of the evidentiary loss." *Id.* Because the spoliation of evidence impacted the judiciary's " 'vital function' " of disposing of individual cases, we upheld the district court's exercise of inherent authority to exclude the evidence at issue as a sanction for the spoliation. *Id.* at 118 (quoting *Lyon County*, 241 N.W.2d at 784).

This case, however, is different. As the district court found, Robichaud refused to perform his contractual duty under the agreement, and he did so in a way that was frustrating and costly to Buckner and understandably annoying to the district court. But relying on inherent power to award attorney fees against Robichaud for his conduct was not necessary to preserve the judicial function. Robichaud's conduct did not violate a court order, for example, nor did it prevent or disrupt a future adjudication of the parties' rights and obligations under the agreement. Neither in her brief nor at oral argument did Buckner explain any way in which the imposition of attorney fees was required to preserve the "existence, dignity, [or] function of [the district] court because it is a court." *Lyon County*, 241 N.W.2d at 784.

To be sure, Robichaud's actions flouted his obligations under the agreement and impugned the dignity of Buckner, their daughter, and Buckner's attorney. We do not condone this behavior, but the activity at issue did not defy the authority of, or impugn the dignity of, the district court itself, or otherwise interfere with the performance of a judicial function. We do not decide in this case that district courts can never rely on their inherent authority to award attorney fees. But when, as here, the award of attorney fees was not

necessary to the performance of a judicial function, we hold that the district court exceeded the scope of its inherent authority in awarding attorney fees to Buckner.[2]

## CONCLUSION

For the foregoing reasons, we reverse the decision of the court of appeals and remand to the district court for further proceedings consistent with this opinion.

Reversed and remanded.

McKEIG, J., took no part in the consideration or decision of this case.

[2] Because we hold that the district court exceeded the scope of its inherent authority, we need not reach the second issue regarding the award amount.