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Minn. Stat. § 480A.08, subd. 3 (2008).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A09-583**

Riverview Muir Doran, LLC,
Appellant,

vs.

JADT Development Group, LLC, et al.,
Respondents,

First Choice Bank, an Illinois State banking corporation,
Respondent,

Darg, Bolgrean, Menk, Inc., et al.,
Defendants,

and

KKE Architects, intervenor,
Respondent.

AND

KKE Architects, Inc.,
Respondent,

vs.

JADT Development Group, LLC,
Respondent,

First Choice Bank,
Respondent,

Riverview Muir Doran, LLC,
Appellant,

Darg, Bolgrean, Menk, Inc., et al.,
Defendants.

AND

First Choice Bank,
Respondent,

vs.

JADT Development Group, LLC, et al.,
Respondents,

Riverview, Muir Doran, LLC,
Appellant,

Darg, Bolgrean, Menk, Inc.,
Defendant,

KKE Architects,
Respondent.

Filed February 9, 2010
Affirmed
Kalitowski, Judge

Hennepin County District Court
File No. 27-CV-06-21709

George R. Serdar, Michelle R. Jester, Messerli & Kramer P.A., Minneapolis, Minnesota
(for appellant)

Stephen M. Harris, Meyer & Njus, P.A., Minneapolis, Minnesota (for respondent JADT
Development Group, et al.)

Stephanie A. Ball, Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota
(for respondent First Choice Bank)

Gerald G. Workinger, Jr., Edina, Minnesota; and

Michael Brutlag, Brutlag, Hartmann & Trucke, P.A., Minneapolis, Minnesota (for
respondent KKE Architects, Inc.)

Considered and decided by Kalitowski, Presiding Judge; Larkin, Judge; and Crippen, Judge.*

UNPUBLISHED OPINION

KALITOWSKI, Judge

Appellant Riverview Muir Doran challenges the district court's order confirming the sheriff's sale of a property on which both appellant and respondent First Choice Bank had mortgage liens. Appellant claims that the district court abused its discretion in confirming the sale because: (1) respondent bid an inadequate amount at the foreclosure sale to ensure a deficiency judgment against the borrowers, so that respondent could pursue an inter-creditor claim against appellant; and (2) respondent's delay in pursuing foreclosure prejudiced appellant. We affirm.

DECISION

I.

Appellant argues that the district court erred by confirming the sheriff's sale because respondent bid an inadequate amount in order to ensure a deficiency judgment against the borrowers, so that respondent could pursue an inter-creditor claim against appellant. Generally, if a party does not raise an issue to the district court, assertion of a claim is waived on appeal. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). Appellant did not oppose confirmation of the sheriff's sale or raise the issue of inadequate sale price to the district court. In fact, when the court asked whether appellant

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

opposed confirmation of the sale, appellant stated: “we have not taken a position on the confirmation issue, per se.”

Furthermore, a party cannot obtain appellate review by raising the same general issue litigated below but under a different theory. *Id.* Here, another party, JADT Development, raised the issue of inadequate sale price to the district court and the district court rejected the argument. In this appeal, appellant attempts to raise the same issue of the inadequacy of the sale price under a different theory, that the sale price was inadequate because of respondent’s desire to ensure a deficiency judgment. We conclude that this issue is waived.

In addition, appellant failed to present any evidence as to the value of the property to the district court. Parties who fail to provide a district court with the evidence necessary to address the question presented cannot complain on appeal about an unfavorable ruling. *Eisenschenk v. Eisenschenk*, 668 N.W.2d 235, 243 (Minn. App. 2003), *review denied* (Minn. Nov. 25, 2003). Thus, Riverview cannot challenge the district court’s order confirming the sheriff’s sale for inadequate sale price.

II.

Appellant also alleges that the sheriff’s sale should be set aside because respondent’s delay in pursuing a foreclosure remedy prejudiced appellant. Because appellant did not raise this issue to the district court, it is waived. *See Thiele*, 425 N.W.2d at 582. Further, appellant cites no authority or legal basis for the claim. The failure to cite authority or provide legal analysis results in waiver of an argument. *See Schoepke v. Alexander Smith & Sons Carpet Co.*, 290 Minn. 518, 519-20, 187 N.W.2d

133, 135 (1971) (stating that assignments of error based on mere assertion and unsupported by argument or authority are waived unless prejudicial error is obvious); *Ganguli v. Univ. of Minn.*, 512 N.W.2d 918, 919 n.1 (Minn. App. 1994) (declining to address allegations unsupported by legal analysis or citation). Because appellant did not raise the issue of prejudicial delay to the district court and cites no authority for the proposition, we also decline to address this issue.

Affirmed.