STATE OF MINNESOTA
IN COURT OF APPEALS
A13-1384

Leanda Muhonen,
Appellant,

vs.

Angela Mosier, et al.,
Respondents.

Filed April 28, 2014
Affirmed in part, reversed in part, and remanded
Halbrooks, Judge

Carver County District Court
File No. 10-CV-12-691

Leanda Muhonen, Chanhassen, Minnesota (pro se appellant)

Thomas J. Kraus, Kraus Law Offices, Waseca, Minnesota (for respondents)

Considered and decided by Halbrooks, Presiding Judge; Schellhas, Judge; and Klaphake, Judge.*

U N P U B L I S H E D O P I N I O N

HALBROOKS, Judge

Following partial summary-judgment dismissal of appellant's claims against respondents, for whom she previously worked as a nanny, appellant argues that the

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

district court erred by (1) denying her due-process right to a trial; (2) entertaining a dispositive motion after the deadline set in the scheduling order; and (3) ruling that she is not entitled to overtime pay. Appellant also raises other claims of error that are not supported by legal analysis or citation. We affirm in part, reverse in part, and remand.

FACTS

Appellant Leanda Muhonen worked for respondents Angela and Jeffrey Mosier as a nanny. Muhonen and the Mosiers entered into a "Nanny Expectations" agreement on February 7, 2011 (February agreement), which was modified on August 22, 2011 (August agreement). Each agreement addressed hours of work, payment terms, and general expectations. The February agreement called for approximately 45 hours of work per week in exchange for $400. The August agreement called for 55 hours of work per week in exchange for $525.

The parties' relationship ended badly around November 10, 2011. Muhonen later filed a six-count complaint against the Mosiers in district court, alleging malicious prosecution, abuse of process, conspiracy, breach of contract, false claim of harassment, and emotional distress. The Mosiers counterclaimed for abuse of civil process.

On the morning that trial was scheduled to begin, Muhonen requested a continuance to review late-produced documents, and the district court granted her request. The district court scheduled a hearing for April 10, 2013, for the purpose of narrowing the legal issues, and a new trial date in May 2013. The following day, Muhonen filed a motion requesting that the assigned judge recuse. The judge noted the untimeliness of Muhonen's request, but nevertheless recused.

After hearing the Mosiers' motion to dismiss for failure to state a claim, the newly assigned district court considered it as a motion for summary judgment and dismissed all claims but one. Muhonen's breach-of-contract claim—for regular wages for her last week of work—survived. Muhonen moved for reconsideration, which the district court denied. The Mosiers agreed to entry of judgment in Muhonen's favor for $525—the amount due under the August agreement for the week of November 7—and to dismissal of their counterclaim.[1] This appeal follows.

D E C I S I O N

I.

Muhonen argues that her due-process right to trial was violated when the district court granted summary judgment on her claims. We review questions of law de novo. *Modrow v. JP Foodservice, Inc*., 656 N.W.2d 389, 393 (Minn. 2003). A civil litigant "is not entitled to all the substantive constitutional rights associated with criminal matters," such as the right to a trial. *State v. Wagner*, 637 N.W.2d 330, 337-38 (Minn. App. 2001). The Minnesota Rules of Civil Procedure specifically authorize the grant of summary judgment in favor of a defending party prior to trial. *See* Minn. R. Civ. P. 56.02. Muhonen had notice and an opportunity to defend against the Mosiers' motion. *See*

[1] We note the district court's dismissal without prejudice of the Mosiers' abuse-of-process counterclaim, with the intent of reviving it in the event of a remand. To prevail on an abuse-of-process claim, the Mosiers would need to prove that Muhonen used the process "to accomplish an unlawful end." *See Dunham v. Roer*, 708 N.W.2d 552, 571 (Minn. App. 2006), *review denied* (Minn. Mar. 28, 2006). Although it is not our role to evaluate its merits, we question whether the Mosiers' counterclaim is colorable in light of our disposition of Muhonen's appeal.

Minn. R. Civ. P. 56.03, 56.05. If the summary judgment was otherwise proper, disposition of the case by summary judgment prior to trial did not violate due process.

II.

Muhonen argues that the district court erred by entertaining a dispositive motion after the deadline specified in the original scheduling order. We review this claim for abuse of discretion. *Maudsley v. Pederson*, 676 N.W.2d 8, 12 (Minn. App. 2004).

"[W]hether or not to enforce its own scheduling order is clearly within the district court's discretion. Moreover . . .'[t]he time limits of [the rules of general practice] may be readily modified by the court.'" *Id.* (quoting Minn. R. Gen. Pract. 115.03, 1997 advisory comm. note). Here, as the district court noted, Muhonen's request for a continuance of trial necessitated at least one extension of the scheduling order. Neither party objected to the district court's scheduling of a hearing to narrow the issues for trial. Taking into consideration the parties' stated availability, the district court set the hearing for April 10. The Mosiers' motion complied with Minnesota Rules of Civil Procedure 6.04 and 7.02. Both parties appeared at and participated in the hearing. Muhonen's argument that the district court abused its discretion by hearing the Mosiers' motion is without merit. The district court acted well within its discretion.

III.

Muhonen's breach-of-contract claim has evolved into a claim under the Minnesota Fair Labor Standards Act (MFLSA) for overtime wages. Although Muhonen did not specifically allege a violation of the MFLSA in her complaint, it appears that the district court determined that this claim was properly before it. Muhonen now argues that she

was an "employee" under the terms of the August agreement and was entitled under the MFLSA, to overtime pay, which the Mosiers did not pay. Muhonen therefore contends that the district court erred when it granted summary judgment to the Mosiers on this aspect of her claim. On appeal from summary judgment, we review de novo whether there are any genuine issues of material fact and whether the district court erred in its application of the law. *STAR Ctrs., Inc. v. Faegre & Benson, L.L.P.*, 644 N.W.2d 72, 76 (Minn. 2002).

The MFLSA applies to employees but not to independent contractors.[2] *See In Re Kokesch*, 411 N.W.2d 559, 560 (Minn. App. 1987). Whether a worker is an employee or an independent contractor is a mixed question of law and fact. *Lakeland Tool & Eng'g, Inc. v. Engle*, 450 N.W.2d 349, 352 (Minn. App. 1990). Once the relevant facts are determined, the question whether a worker is an employee becomes one of law. *Id.*

The district court determined that "[p]laintiff was an at-will, independent contractor. The contract specifically states exactly that." But neither the February nor the August agreement contains such language. And in any event, the label used by the parties is not dispositive. "[I]t is well settled that the nature of the relationship of the parties is to be determined from the consequences which the law attaches to their arrangements and conduct rather than the label they might place upon it." *St. Croix Sensory Inc. v. Dep't of Emp't & Econ. Dev.*, 785 N.W.2d 796, 800 (Minn. App. 2010) (quotation omitted).

[2] If a worker is determined to be an employee, the next question in the district court's analysis is whether the employee is exempt or non-exempt. *See* Minn. Stat. §§ 177.21-.35 (2012).

The determination of whether Muhonen was an employee or independent contractor requires further factual development of the record. It is not within the province of this court to make factual determinations on appeal. *Fontaine v. Steen*, 759 N.W.2d 672, 679 (Minn. App. 2009). And we decline to do so here. We therefore reverse the district court's grant of partial summary judgment on Muhonen's breach-of-contract claim and remand for factual development and analysis of the application of the MFLSA.

IV.

Muhonen raises numerous additional claims of error by the district court, none of which she supports by legal analysis or citation to authority: (1) failure to comply with this court's earlier order to enter final judgment on all issues in the underlying case, (2) violation of constitutional rights by "refusal to allow transcripts" of hearings, (3) dismissal of Muhonen's emotional-distress claim, (4) evidentiary errors relating to text messages and cell-phone photos, (5) discovery errors, (6) disallowance of punitive damages, (7) other damages errors, and (8) failure to grant a change of venue. We need not reach issues that are unsupported by legal citation or analysis on appeal. *See Ganguli v. Univ. of Minn.*, 512 N.W.2d 918, 919 n.1 (Minn. App. 1994). We therefore affirm the district court's dismissal of these claims.

Affirmed in part, reversed in part, and remanded.