STATE OF MINNESOTA
IN COURT OF APPEALS
A10-145

Gennine Ann Navickas,
Appellant,

vs.

Karl N. Quilling, et al.,
Respondents.

Filed December 28, 2010
Affirmed in part, reversed in part, and remanded; motion granted
Wright, Judge

Carver County District Court
File No. 10-CV-07-906

Kurt J. Niederluecke, Brian S. McCool, Laura L. Myers, Fredrikson & Byron, P.A., Minneapolis, Minnesota (for appellant)

Mark A. Olson, Olson Law Office, Burnsville, Minnesota (for respondent Quilling)

Considered and decided by Connolly, Presiding Judge; Lansing, Judge; and Wright, Judge.

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

WRIGHT, Judge

Gennine Navickas appeals the judgment in favor of respondent Karl Quilling, based on the district court's adoption of the consensual special magistrate's findings of fact, conclusions of law, and order. Navickas argues that the district court lacked authority, without the consent of the parties, to appoint a consensual special magistrate

(CSM) to hear the case. Navickas also asserts that the CSM erred by (1) holding that there was not an enforceable contract between Navickas and Quilling; (2) denying Navickas's partition, promissory-estoppel, and unjust-enrichment claims; and (3) ordering Navickas to return an engagement ring to Quilling. By notice of related appeal, Quilling challenges the CSM's denial of his cross-claim for slander of title, arguing that the CSM applied an erroneous legal standard. And Navickas moves to strike portions of Quilling's reply brief in his related appeal and appendix. For the reasons set forth below, we affirm in part, reverse in part, and remand to the district court for further proceedings. We also grant the motion to strike.

FACTS

Approximately one year after their romantic relationship ended, Navickas initiated a lawsuit against Quilling in June 2007. Navickas alleged claims of breach of contract, unjust enrichment, promissory estoppel, dissolution of partnership or joint venture, and partition. Navickas moved for partial summary judgment on her claim for partition of the property. The district court denied the motion and ordered the case to proceed before a CSM. The parties tried the case before a CSM in May 2009, during which Navickas asserted only the breach-of-contract, promissory-estoppel, unjust-enrichment, and partition claims. Quilling sought the return of the diamond ring that he gave Navickas, asserted a counterclaim for slander of title, and requested attorney fees.

The romantic relationship between Quilling and Navickas began in 2004. At that time, Navickas earned a limited income from a hair salon that she operated in her home. Quilling earned a substantial income at the beginning of the relationship; but he was

terminated from his employment in June 2004, at approximately the time that the couple decided to live together. He remained unemployed until spring 2005, when he obtained full-time employment.

In summer and fall 2004, the couple discussed becoming engaged. Quilling testified that Navickas accepted his formal marriage proposal. Navickas denied that Quilling proposed to her, and she denied any agreement to marry him. Rather, she testified that they were "engaged to be engaged." According to Navickas, the engagement was "primarily for appearances;" they did not intend to marry. But Quilling testified that many of his subsequent financial decisions were motivated by his belief that they intended to marry. Although the couple discussed wedding dates throughout their relationship, they never selected a date or planned the wedding. Quilling gave Navickas a two-carat diamond ring. Navickas testified that it was a birthday gift. Quilling testified that it was an engagement ring.

In October 2004, the couple purchased a home in joint tenancy for approximately $571,255. Quilling paid approximately $346,255 of the purchase price, primarily using the proceeds from the sale of his home. The balance of the purchase price was financed with a $225,000 mortgage obtained by the parties jointly. Quilling testified that he would not have sold his home nor placed Navickas on the title had he known the couple was not going to marry. Placing Navickas on the title and mortgage was a formality, according to Quilling, because he expected them to own the home as marital property. Navickas did not contribute any money to purchase the new home. She testified that she was unable to do so because she sold her home after the closing on the new property. According to

Navickas, she intended to keep her home as a retirement asset. But because the new home was more expensive than anticipated, Navickas testified, Quilling asked her to sell her home and use the proceeds to improve the new property and support them while he was unemployed. Quilling, however, denied telling Navickas to sell her home.

The couple lived together in the home from October 2004 through September 2006. Navickas testified that the couple agreed that she would close her business and care for the home and their teen-aged children. According to Navickas, Quilling assured her that he would support her financially. Quilling, however, denied having any discussions with Navickas about their respective household obligations.

The couple opened a joint checking account for shared living expenses, including mortgage payments and home improvements. Between November 2004 and August 2006, Quilling contributed approximately $250,000 to the account and Navickas contributed approximately $31,000. Of this amount, Navickas contributed approximately $25,000 in January and February 2005, during which time she was the primary contributor to the joint account. During those two months, the joint account was primarily used to pay the couple's living expenses, including approximately $2,660 in mortgage installments. Navickas testified that she transferred funds to the joint account at Quilling's request because he promised to repay her. During the remainder of their cohabitation, Quilling's contributions to the joint account far exceeded those of Navickas.

The couple renovated the property in 2005. Quilling testified that, because of his financial constraints at the time, he preferred that they gradually perform the renovations themselves. But Navickas insisted on hiring workers to renovate the property

immediately. The couple hired workers to remove wallpaper and install granite countertops. Navickas used her own funds to pay for the interior painting. The couple also installed a swimming pool and undertook significant landscaping. Navickas paid approximately $31,550 and $13,000 of her funds for the pool installation and landscaping, respectively.

In December 2005, the parties discussed how they would divide the equity in the new home if the property was sold. Navickas testified that, before they purchased the property, they discussed dividing the equity, but they had been too busy to prepare a written agreement. Quilling denied that any discussions about equity division occurred before Navickas raised the issue in December 2005, when Navickas told him that she needed protection. He inferred that she meant protection against the dissolution of the relationship. Navickas testified that, in the following months, they drafted a document containing their agreement to divide the equity in the home equally. Quilling testified that he typed a document that Navickas dictated. But the document did not reflect his thoughts or agreement as to the equity division.

Several months later, Navickas organized a meeting for the couple to sign the document and arranged to have it notarized by a friend who had seen the document during an earlier visit to their home. But Navickas was unable to find the original document. She assured Quilling that the notary would recreate the document from memory because it contained only a simple statement that Navickas and Quilling would equally divide the equity. Navickas testified that Quilling did not want to sign a

document that he had not read. But she assured him that they would read it together before signing it to ensure that its contents were the same as the original document.

On May 4, 2006, the couple met with the notary. The notary brought a document that she created from her memory of the document that she had seen earlier at the couple's home. According to the notary, the document she created includes "essentially the same" content as the earlier document.[1] The document states: "The home and property located at . . . is equally owned and all equity in the aforementioned house and property is shared evenly; 50% - 50%, between Gennine Navickas and Karl Quilling after mortgage, realtors and closing fees have been satisfied." Quilling presented Navickas with an alternative proposal for dividing the equity. The couple conferred privately. Quilling testified that, during their private conversation, Navickas told him "[i]t was over." He interpreted her statement to mean that the relationship was over unless he signed the document prepared by the notary. Therefore, he signed it.

The relationship between Quilling and Navickas ended in June or July 2006. The couple continued to live together until late summer. Navickas testified that she moved out of the residence because Quilling assured her that he would "keep his promise" to repay her; she would not have left the property without that assurance. Quilling denied making any promise to repay Navickas or pressuring Navickas to leave the property.

The parties listed the property for sale in August 2006. Quilling later signed a new listing contract and lowered the price of the property. In December 2006, Quilling

[1] The notary added the city and state of the property, signature and date lines, and a notary block.

extended the listing. Navickas testified that, despite her repeated requests to be kept informed, she was not consulted on these actions and she did not approve them. But in January 2007, he changed the listing's expiration date, effectively cancelling the listing, at Navickas's request. Quilling did not attempt to list the property again after taking it off the market.

Following the trial, the CSM prepared findings of fact, conclusions of law, and an order. In its findings, the CSM rejected Navickas's testimony that the decision of Navickas and Quilling to live together was not in contemplation of marriage. The CSM denied Navickas's breach-of-contract claim, concluding that the May 4, 2006 agreement was invalid and unenforceable because Quilling was unduly influenced to sign the agreement and because the agreement violated Minnesota's palimony statutes, Minn. Stat. §§ 513.075, 513.076 (2008), and the statute of frauds, Minn. Stat. § 513.04 (2008). The CSM also denied Navickas's partition claim. Finding that Navickas's investments added little value to the home and that there was no evidence that Quilling acted unlawfully to entice Navickas to invest her money, the CSM denied Navickas's unjust-enrichment claim. The CSM also denied Navickas's promissory-estoppel claim, finding that Quilling never promised to reimburse Navickas for her investment in the new property. After finding that the ring Quilling gave to Navickas was an engagement ring, the CSM ordered Navickas to return it. The CSM also denied Quilling's slander-of-title claim and his request for attorney fees.

The district court adopted the CSM's findings, conclusions, and order, and entered judgment accordingly. Navickas moved to vacate or amend the judgment. Alternatively, she sought a new trial. The district court denied the motion, and this appeal followed.

D E C I S I O N

I.

We begin our analysis by addressing Navickas's challenge to the district court's appointment of the CSM. In Minnesota, binding alternative dispute resolution (ADR) is voluntary. *See* Minn. Stat. § 484.76, subd. 2 (2008) (providing that ADR "be nonbinding unless otherwise agreed to in a valid agreement between the parties"). A CSM proceeding is a form of ADR that is a binding adjudicative process. *See* Minn. R. Gen. Prac. 114.02(a)(2) (defining consensual special magistrate as "[a] forum in which the parties present their positions to a neutral in the same manner as a civil lawsuit is presented to a judge. This process is binding and includes the right of appeal"). The basis of a CSM's authority as a decision-maker in a binding ADR process is the parties' consent to submit the case for such adjudication.

When it appointed the CSM, the district court indicated that the CSM would have the authority described in Minn. Stat. § 484.74 (2008), which authorizes the appointment of a CSM in certain matters. Section 484.74 requires "the consent of all of the parties" before "the presiding judge may submit to the parties a list of retired judges or qualified attorneys who are available to serve as special magistrates," after which "the parties agree on [the] selection of a person from the list" to serve as the CSM. *See* Minn. Stat. § 484.74, subd. 2a. Navickas argues that, because the district court did not follow these

procedural requirements and the parties never expressly consented, appointment of the CSM was beyond the district court's authority. Statutory construction presents a question of law, which we review de novo. *Lewis-Miller v. Ross*, 710 N.W.2d 565, 568 (Minn. 2006).

In its order appointing the CSM, the district court conferred on the CSM various powers—such as deciding motions and conducting proceedings—that are consistent with the authority described in section 484.74. *See* Minn. Stat. § 484.74, subd. 2a (authorizing a CSM who is appointed by the agreement of the parties to "preside over any pretrial and trial matters" and the presiding district court judge to "adopt the rulings and findings of the special magistrate . . . without modification").[2] The district court's order also provided that "[i]n the event any matters are submitted to the CSM for decision, he shall make appropriate findings and issue his decision within 90 days of final submission from the parties." This aspect of the district court's order conferred on the parties the discretion to consent to the CSM's authority to render a binding decision by submitting the issue to the CSM for a decision. Conversely, the parties had the discretion to withhold their consent to the CSM's authority by declining to submit the issue for decision.

[2] Although section 484.74 is binding only on the second and fourth judicial districts, *id.* at subd. 4, and the instant case was venued in the first judicial district (Carver County), *see* Minn. Stat. § 2.722, subd. 1 (2008) (assigning Carver County to first judicial district), section 484.74 "provides guidance as to the role and procedure when using a consensual special magistrate." *Buller v. Minn. Lawyers Mut.*, 648 N.W.2d 704, 708 & n.2 (Minn. App. 2002).

Navickas actively participated in proceedings before the CSM. Both parties participated in pretrial conferences with the CSM and submitted evidentiary and discovery motions to the CSM. A three-day trial was held before the CSM at the offices of Navickas's attorneys. Navickas argued several pretrial motions, presented evidence and questioned witnesses at trial, and submitted a post-trial brief seeking favorable decisions by the CSM on each issue. Every aspect of Navickas's participation in the proceedings evinced Navickas's consent to submit the case to the CSM's binding decision. She objected only after the CSM issued its findings of fact, conclusions of law, and order.

Navickas manifested consent to the CSM's binding authority by fully participating in proceedings before the CSM and submitting the matter to the CSM following a trial on the merits. Because Navickas chose to submit to the CSM's authority at every stage of the proceedings, including trial on the ultimate issues, the district court did not err by denying Navickas's motion to vacate the judgment on this ground.

II.

Navickas sought enforcement of what she contends is a contract dividing the equity in the property that she and Quilling own. In doing so, the burden rested with her "to prove the fact of the contract and its terms by clear, positive, and convincing evidence." *McCarty v. Nelson*, 233 Minn. 362, 369, 47 N.W.2d 595, 599 (1951). She now challenges the CSM's conclusion that the parties did not create a valid and enforceable contract.

Whether a contract exists requires a threshold determination that the parties agreed to be bound by specific contract terms, which presents a question of fact. *See W. Insulation Servs., Inc. v. Cent. Nat'l Ins. Co. of Omaha*, 460 N.W.2d 355, 358 (Minn. App. 1990) (noting that contractual intent is question of fact). When the existence of a contract or its terms are in dispute, we defer to the district court's findings as to the parties' intent unless we conclude that, after viewing the evidence in the light most favorable to the findings, they are clearly erroneous. *See* Minn. R. Civ. P. 52.01 (stating that findings of fact shall not be set aside unless clearly erroneous and that due regard shall be given to district court's credibility determinations); *TNT Props., Ltd. v. Tri-Star Developers LLC*, 677 N.W.2d 94, 101 (Minn. App. 2004) (stating that existence of a contract and its terms are questions of fact unless facts are undisputed). Findings of fact are clearly erroneous when they are "manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole." *Tonka Tours, Inc. v. Chadima*, 372 N.W.2d 723, 726 (Minn. 1985).

A contract is a legally enforceable promise. *Baehr v. Penn-O-Tex Oil Corp.*, 258 Minn. 533, 537, 104 N.W.2d 661, 664 (1960). "The formation of a contract requires communication of a specific and definite offer, acceptance, and consideration." *Commercial Assocs., Inc. v. Work Connection, Inc.*, 712 N.W.2d 772, 782 (Minn. App. 2006). The terms of a contract must be definite and certain. *Peters v. Mut. Benefit Life Ins. Co.*, 420 N.W.2d 908, 914 (Minn. App. 1988). "The parties must agree with reasonable certainty about the same thing and on the same terms." *Id.* (quotation omitted). An alleged contract that is so vague, indefinite, and uncertain as to render the

meaning and intent of the parties subject to speculation is void and unenforceable. *King v. Dalton Motors, Inc.*, 260 Minn. 124, 126, 109 N.W.2d 51, 52 (1961). When substantial and necessary terms are left open for future negotiation, a purported contract is void. *Id.*

Navickas contends that the couple orally agreed to divide the property equally and memorialized this agreement in the April 4, 2006 notarized document. This document provides that the property "is equally owned and all equity . . . is shared evenly; 50% - 50%" between Navickas and Quilling. According to Navickas, this purported contract requires Quilling to pay her an amount equal to half the equity in the property to satisfy his debt to her. But the document is incomplete and too vague to support Navickas's claim.

The document omits a recitation of consideration to support the alleged promise, and the record contains no evidence that consideration was exchanged to support either the purported oral or written contract. "The factor that distinguishes an unenforceable promise from an enforceable contract is consideration . . . ." *Murray v. MINNCOR*, 596 N.W.2d 702, 704 (Minn. App. 1999)), *review denied* (Minn. Sept. 28, 1999). Additionally, the terms of the purported contract are too vague and indefinite to provide a basis for ascertaining the parties' rights and obligations. Neither the writing nor the surrounding circumstances of the transaction define the "equity" to be divided or establish how and when the equity would be calculated. The record establishes that the parties discussed various circumstances throughout winter 2005 and spring 2006. But Navickas failed to establish the requisite terms of a contract that the parties agreed on.

Because the rights of the parties cannot be divined from the April 4, 2006 document, and the record does not support Navickas's contention that the couple reached a reasonably certain oral agreement, the CSM did not err by concluding that an enforceable contract does not exist.

III.

Promissory estoppel provides an equitable remedy to parties who lack recourse via an enforceable contract. *Martens v. Minn. Mining & Mfg. Co.*, 616 N.W.2d 732, 746 (Minn. 2000). If a clear and definite promise is made, the promisor intends to induce reliance on the promise, and the promisee detrimentally relies on the promise, then the promise is enforceable to prevent an injustice. *Id.* Because granting equitable relief rests within the district court's sound discretion, only a clear abuse of that discretion will warrant reversal. *Nadeau v. Cnty. of Ramsey*, 277 N.W.2d 520, 524 (Minn. 1979).

A claim for promissory estoppel requires a clear and definite promise. *Ruud v. Great Plains Supply, Inc.*, 526 N.W.2d 369, 372 (Minn. 1995). The CSM concluded that Navickas failed to establish that Quilling promised Navickas to reimburse her for the funds she invested in the residence. The only evidence supporting Navickas's promissory-estoppel claim is her testimony, which the CSM rejected for lack of credibility because of Navickas's varied explanations of the alleged promise and her inability to identify when the promises were made. In light of our deference to the fact-finder's credibility determinations as to whether a promise was made, the denial of relief based on promissory estoppel was not an abuse of discretion.

IV.

Navickas argues that the CSM abused its discretion by denying Navickas's unjust-enrichment claim. We review the denial of an equitable claim of unjust enrichment for an abuse of discretion. *ServiceMaster of St. Cloud v. GAB Bus. Servs., Inc.*, 544 N.W.2d 302, 305 (Minn. 1996) (stating that unjust enrichment is equitable remedy); *City of Cloquet v. Cloquet Sand & Gravel, Inc.*, 312 Minn. 277, 279, 251 N.W.2d 642, 644 (1977) (stating standard of review for cases involving equitable relief).

An unjust-enrichment claim requires proof that (1) a person received something of value, (2) the recipient was not entitled to the thing of value, and (3) it would be unjust under the circumstances for the recipient to retain the benefit. *Schumacher v. Schumacher*, 627 N.W.2d 725, 729 (Minn. App. 2001). Recovery under this claim is warranted when the recipient "was unjustly enriched in the sense that the term 'unjustly' could mean illegally or unlawfully." *First Nat'l Bank of St. Paul v. Ramier*, 311 N.W.2d 502, 504 (Minn. 1981). But "the cause of action for unjust enrichment has been extended to also apply where . . . the defendant['s] conduct in retaining the benefit is morally wrong." *Schumacher*, 627 N.W.2d at 729; *see also Mon-Ray, Inc. v. Granite Re, Inc.*, 677 N.W.2d 434, 440 (Minn. App. 2004) (observing that unjust enrichment may be found in "situations where it would be morally wrong for one party to enrich himself at the expense of another" (quotation omitted)), *review denied* (Minn. June 29, 2004). Unjust enrichment also may be established when the result induced by a party's conduct will be unconscionable based on the injury caused to others. *Park-Lake Car Wash, Inc. v. Springer*, 394 N.W.2d 505, 514 (Minn. App. 1986).

The CSM found that, when Navickas lived on the property, she paid for the pool and landscaping. Evidence in the record supports these findings and establishes that Navickas also paid for a fence, interior painting, and two mortgage installments. These investments were not de minimus. Quilling has enjoyed the benefits of Navickas's improvements and the reduced mortgage principle. And he will retain the long-term value that the renovations provide to the property. The district court ordered Navickas to deliver the quit-claim deed to Quilling without any reimbursement for the value of the benefits conferred. This produces an unconscionable result wherein Navickas must relinquish her interest in the property while Quilling retains the benefit generated by her investments. Under these unique circumstances, Quilling will be unjustly enriched unless Navickas is reimbursed for the value of the investments that the CSM found she made in the property.

The recovery for unjust enrichment is measured by the value of what the enriched person has received. *Anderson v. DeLisle*, 352 N.W.2d 794, 796 (Minn. App. 1984), *review denied* (Minn. Nov. 8, 1984). The nature of the investments has been determined by the CSM and adopted by the district court. Thus, we reverse the denial of Navickas's unjust-enrichment claim and remand to the district court to determine the amount of compensation to which Navickas is entitled based on the value of these investments. The district court may, in its discretion, reopen the record on remand.[3]

[3] In light of our ruling as to the unjust-enrichment determination, we need not address Navickas's partition claim.

V.

Navickas next argues that the district court erred by ordering her to return the diamond ring that she received from Quilling in 2004. The district court's order was based on the CSM's factual finding that the ring was given as an engagement ring. In Minnesota, an engagement ring is a conditional gift given in contemplation of marriage. *Benassi v. Back & Neck Pain Clinic, Inc.*, 629 N.W.2d 475, 484 (Minn. App. 2001), *review denied* (Minn. Sept. 11, 2001). As such, it must be returned to the donor if the marriage plans are abandoned by the parties. *Id.* at 484, 486. Notwithstanding Navickas's arguments to the contrary, the evidence deemed credible by the CSM supports the CSM's findings. The CSM found that the ring was a two-carat solitary-style diamond ring, which Navickas wore on the traditional engagement finger of her left hand. The CSM also found that Navickas referred to the ring as an engagement ring and that Quilling intended the gift as an engagement ring. Viewing the evidence in the light most favorable to the findings with deference to the CSM's credibility determinations, the CSM did not err by concluding that the ring was an engagement ring. The district court's order to return the ring to Quilling, therefore, was proper.

VI.

Quilling appeals the judgment entered based on the CSM's denial of his slander-of-title claim, arguing that an incorrect legal standard was applied. Application of the correct legal standard presents a question of law, which we review de novo. *Thompson v. Thompson*, 739 N.W.2d 424, 430 (Minn. App. 2007).

In support of his slander-of-title claim, Quilling alleges that Navickas prevented the sale of the property by "wrongly" appearing on the title and filed a *lis pendens* on the property related to this lawsuit. To prevail on a slander-of-title claim, Quilling must establish that Navickas maliciously published to others a false statement concerning Quilling's real property, which caused special damages. *Paidar v. Hughes*, 615 N.W.2d 276, 279-80 (Minn. 2000). Filing a notice of *lis pendens* can be the basis for a slander-of-title claim if the notice contains false information and the filing is motivated by malice. *Bly v. Gensmer*, 386 N.W.2d 767, 769 (Minn. App. 1986). A slander-of-title claim fails if the party acts in good faith and records an instrument that the party has a right to file. *Kelly v. First State Bank of Rothsay*, 145 Minn. 331, 333, 177 N.W. 347, 347-48 (1920).

The CSM denied Quilling's slander-of-title claim because Navickas's suit, which was the basis for the notice of *lis pendens*, was not frivolous. The CSM reasoned that Navickas's actions did not satisfy "the level of egregious conduct contemplated by the elements of [s]lander of [t]itle." Quilling argues that the CSM misapplied the law because the elements of slander of title do not require "egregious conduct." Quilling's argument is unavailing. "Egregious conduct" is consistent with the "malice" element, which requires "a reckless disregard concerning the truth or falsity of a matter." *See Brickner v. One Land Dev. Co.*, 742 N.W.2d 706, 711 (Minn. App. 2007) (quotation omitted), *review denied* (Minn. Mar. 18, 2008); *see also* Black's Law Dictionary 1042 (9th ed. 2009) (defining "malice" as including "[t]he intent, without justification or excuse, to commit a wrongful act[; r]eckless disregard of the law or of a person's legal

rights"). The malice element in a slander-of-title claim requires a disparaging statement to be made without a good-faith belief in its truth. *Quevli Farms, Inc. v. Union Sav. Bank & Trust Co.*, 178 Minn. 27, 30, 226 N.W. 191, 192 (1929) (stating that slander-of-title action arises from "a malicious and groundless disparagement of the plaintiff's title or property" and false statements "made without probable cause therefor[e]").

The CSM accurately identified the required elements of a slander-of-title claim and correctly applied them. The record is devoid of any evidence that Navickas filed her cause of action in bad faith or maliciously prolonged litigation. When she initiated the action, Navickas had a colorable interest in the property as a joint tenant and an obligor on the property's mortgage. The record establishes her good-faith belief that the written document purporting to divide the property's equity was enforceable and that she could establish the equitable remedies she claimed. Therefore, the CSM did not err by rejecting Quilling's slander-of-title claim.

VII.

Navickas moved this court to strike portions of Quilling's brief and appendix filed in reply to Navickas's responsive brief addressing Quilling's appeal of the slander-of-title decision. Navickas contends that Quilling's reply brief improperly addresses issues that were not raised by his related appeal. "The respondent/cross-appellant may file a brief in reply to the response in the cross-appeal. The brief . . . must be limited to the issues presented by the cross-appeal." Minn. R. Civ. App. P. 131, subd. 5(d)(4). Although Quilling challenged only the CSM's denial of his slander-of-title claim, most of his reply brief addresses issues raised by Navickas's appeal. Additionally, the appendix to the

reply brief includes two documents unrelated to Quilling's slander-of-title claim. We, therefore, grant Navickas's motion to strike those portions of Quilling's reply brief and appendix that do not comport with rule 131.

Affirmed in part, reversed in part, and remanded; motion granted.