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**STATE OF MINNESOTA
IN COURT OF APPEALS
A16-1716**

In re the Marriage of:
Laurie S. Morris Hiniker a/k/a Laurie Suzette Morris, petitioner,
Respondent,

vs.

Robert Lee Hiniker,
Appellant.

**Filed February 4, 2019
Affirmed in part, reversed in part, and remanded
Smith, John, Judge***

Ramsey County District Court
File No. 62-F1-06-001882

Victoria M.B. Taylor, Crossroads Legal Services, St. Paul, Minnesota (for respondent)

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Considered and decided by Florey, Presiding Judge; Schellhas, Judge; and Smith, John, Judge.

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

UNPUBLISHED OPINION

SMITH, JOHN, Judge

We reverse and remand the district court's award of permanent spousal maintenance to wife and the statutory interest on a marital lien; and reverse the monetary judgment for the value of certain personal property because the record does not support these awards. We affirm the district court's orders apportioning debt, denying the husband's motion to reopen the dissolution judgment, and awarding wife conduct-based attorney fees and denying husband's motion for attorney fees because the district court did not abuse its discretion with respect to these orders.

FACTS

The district court dissolved the marriage of appellant-husband Robert Lee Hiniker and respondent-wife Laurie S. Morris Hiniker a/k/a Laurie Suzette Morris pursuant to an amended judgment and decree on August 26, 2008.

The judgment and decree addressed wife's request for an award of spousal maintenance. Wife was employed as a waitress during the marriage, but was unemployed at the time of the divorce and did not have an income. The district court found that wife was voluntarily unemployed and capable of earning a gross monthly income of \$1,725. Husband was employed as a chef and a hardwood floor sander and installer. Husband was self-employed for three years before the divorce and worked with wife's brother. Husband and wife's brother ceased operating their business in December 2007, and husband continued to work in the flooring industry. The district court found that husband was voluntarily underemployed and had the experience and capacity to earn \$40,000 per year.

Based upon the parties' financial circumstances, the district court found that husband did not have the ability to pay spousal maintenance and meet his own needs. The district court therefore reserved the issue of spousal maintenance based upon its finding that husband lacked the ability to pay spousal maintenance.

The parties owned a home in Roseville. Husband claimed a non-marital interest in the homestead, but the court found that he failed to trace his non-marital interest by a fair preponderance of the evidence. The court found that husband lacked the ability to satisfy a lien on the property at the time of the divorce without jeopardizing the minor child's homestead. The court noted that the child was 14 years old at the time of the divorce, and that the lien would be satisfied "within a reasonable period of time." The court awarded all of the parties' right, title, interest, and equity in the homestead to husband. The homestead award was subject to a lien in favor of wife, which was to come due "at such time as the homestead is sold, refinanced, or the parties' minor child is emancipated, whichever shall occur first." Wife was awarded a marital lien against the real property, representing her interest in that real property, in the amount of \$56,576. A Summary Real Estate Disposition Judgment was entered on March 5, 2009. The minor child was born in 1993 and reached the age of majority in 2011, although it is not clear from the record when he became emancipated.

The court also addressed the personal property and debts of the parties. The court awarded each party his or her personal property, except for certain items set forth in a list signed by the parties. The court found that the parties accumulated debts and obligations during their marriage, including the following credit card balances: \$10,800 on BOA Visa,

\$23,000 on AAA Visa, and \$6,500 on AT&T. The court held that husband and wife were equally liable for one-half of the total sum of \$40,300.

In 2009, wife moved for judgment against husband for \$13,650, asserting that husband failed to pay his share of the marital debt. The district court denied the request on June 1, 2009, noting that:

[t]he BOA and AAA Visa accounts are in [wife's] name only. The AT&T debt is in [husband's] name only. [Wife] is paying on the two Visa accounts but [husband] is not contributing at all. If [husband] is solely responsible for the AT&T debt, then he should pay at least \$13,650 on the Visa accounts.

However, the court held that there was “insufficient evidence to conclude that [wife] has made any or all of the payments due on these accounts. [Husband] is correct that the Court cannot grant a judgment of \$13,650 as a matter of law.”

In March 2016, wife moved to enforce and satisfy the terms of the judgment and decree. Wife sought (1) judgment of \$56,576 plus interest, (2) the release of personal property in husband's possession, (3) an award of \$3,500 a month in spousal maintenance, and (4) conduct-based attorney fees. Husband filed a responsive motion seeking to reopen the property division of the judgment and decree and asking for an attorney-fee award. The court issued an order on August 31, 2016, denying husband's request to reopen the property division and partially granting wife's requested relief. Specifically, the district court granted wife's motion to order husband to satisfy the lien on the marital homestead, partially granted wife's motion for a money judgment for the value of personal property awarded to her in the judgment and decree, and ordered husband to pay wife spousal maintenance and attorney fees.

With respect to enforcement of the marital lien, the district court determined that it was fair and equitable for husband to immediately refinance the home or otherwise fully satisfy the amount owed to wife in the amount of \$56,576, plus ten percent per annum statutory interest from October 30, 2011—the date the child turned eighteen—until satisfaction of the lien. The court also awarded permanent spousal maintenance to wife in the amount of \$2,500 per month. The court ordered husband to satisfy the parties' consumer debt, including \$5,400 to BOA Visa, \$11,500 to AAA Visa, and \$3,250 to AT&T.

Husband appealed the August 31, 2016 entry of judgment regarding the marital lien, the award of spousal maintenance, and the denial of his request to reopen the June 2008 property division. We questioned whether the August 31, 2016 order was appealable, as the district court administrator's register of actions did not reflect entry of judgment. On November 9, 2016, the district court filed Amended Findings of Fact, Conclusions of Law, Order for Judgment, and Judgment, ordering that judgment be entered immediately. We subsequently allowed the appeal to proceed and construed the appeal as taken from the August 31, 2016 order and the judgment entered November 9, 2016. Husband appeals.

D E C I S I O N

I. The District Court's Spousal-Maintenance Award Is Reversed and Remanded.

Husband challenges the district court's permanent spousal-maintenance award of \$2,500 per month to wife. We review a district court's spousal-maintenance award for an abuse of discretion. *Erlandson v. Erlandson*, 318 N.W.2d 36, 38 (Minn. 1982). A district

court abuses its discretion when its resolution of the matter is “against logic and the facts on record.” *Rutten v. Rutten*, 347 N.W.2d 47, 50 (Minn. 1984). We review a district court’s factual findings regarding spousal maintenance for clear error. *Maiers v. Maiers*, 775 N.W.2d 666, 668 (Minn. App. 2009). “Findings of fact are clearly erroneous where an appellate court is left with the definite and firm conviction that a mistake has been made.” *Goldman v. Greenwood*, 748 N.W.2d 279, 284 (Minn. 2008) (quotation omitted). In determining whether findings are clearly erroneous, we view the record in the light most favorable to the district court’s findings. *Vangsness v. Vangsness*, 607 N.W.2d 468, 472 (Minn. App. 2000).

Spousal maintenance is “an award made in a dissolution . . . proceeding of payments from the future income or earnings of one spouse for the support and maintenance of the other.” Minn. Stat. § 518.003, subd. 3a (2018). A district court may award spousal maintenance if it finds that the party seeking maintenance “lacks sufficient property, including marital property apportioned to the spouse, to provide for [the] reasonable needs of the spouse” or “is unable to provide adequate self-support . . . through appropriate employment.” Minn. Stat. § 518.552, subd. 1(a), (b) (2018); *Lyon v. Lyon*, 439 N.W.2d 18, 22 (Minn. 1989) (noting that “[m]aintenance depends on a showing of need”). The district court considers “all relevant factors” in arriving at a spousal-maintenance award, including (1) “the financial resources of the party seeking maintenance” and that party’s ability to meet his or her needs independently; (2) the time required for the party seeking maintenance to acquire sufficient education or training to find appropriate employment; (3) the marital standard of living; (4) the length of the marriage and, “in the case of a

homemaker, the length of absence from employment and the extent to which any education, skills, or experience have become outmoded and earning capacity has become permanently diminished”; (5) the loss of employment opportunities and benefits foregone by the party seeking maintenance; (6) the age and health of the party seeking maintenance; (7) the ability of the spouse from whom maintenance is sought to meet his or her own needs while meeting the needs of the spouse requesting maintenance; and (8) the contribution of each party to the acquisition and preservation of the marital property, “as well as the contribution of a spouse as a homemaker.” Minn. Stat. § 518.552, subd. 2 (2018). “No single factor is dispositive.” *Maiers*, 775 N.W.2d at 668. The district court must balance the financial needs of the spouse seeking maintenance and his/her ability to meet those needs against the financial condition of the spouse from whom maintenance is sought. *See Erlandson*, 318 N.W.2d at 39-40.

The 2008 judgment and decree reserved the issue of spousal maintenance. The district court revisited the question of spousal maintenance in its August 2016 order and began its analysis by calculating the gross income of the parties. Gross income includes self-employment income. Minn. Stat. § 518A.29(a) (2018). Self-employment income is defined as “gross receipts minus costs of goods sold minus ordinary and necessary expenses required for self-employment or business operation.” Minn. Stat. § 518A.30 (2018). This definition “does not turn on whether the corporation has ‘distributed’ the funds, or whether the funds are ‘available’” to the individual. *Haefele v. Haefele*, 837 N.W.2d 703, 712 (Minn. 2013) (making this statement in a child-support dispute).

Here, husband is self-employed in the flooring industry. The district court found that husband had a net income of \$4,745 per month. But this award is not supported by tax returns or other documentary evidence of husband's income or expenses. Husband's 2015 tax records reflected that husband only had a reported net income of \$28,470 per year, or \$2,372.50 per month. The court noted that husband's 2015 Federal Tax Return, Schedule K-1 Form, showed \$64,750 in gross receipts or sales and further showed that husband held a 100-percent stock ownership in his hardwood flooring company. The court found that some of husband's jobs were performed for cash. The court based this finding on an affidavit submitted by wife and created by her brother—husband's former business partner—stating that husband had a history of performing jobs for unreported cash. Based upon this affidavit, the court found that husband had a net monthly income of \$4,745 and had the ability to pay wife spousal maintenance of \$2,500 per month.

The court's factual findings are unsupported by the record. "A district court's determination of income for maintenance purposes is a finding of fact and is not set aside unless clearly erroneous." *Peterka v. Peterka*, 675 N.W.2d 353, 357 (Minn. App. 2004). The district court's factual findings related to husband's income are clearly erroneous here. The district court's determination that husband earned a monthly income of \$4,745 was not substantiated by tax returns or other documentary evidence of his income or expenses. And the court does not explain how it arrived at this number. The court seems to have relied solely on an affidavit from husband's former brother-in-law and business partner. The court did not give husband the opportunity to respond to the assertions raised in the affidavit. "Due process requires that a hearing be 'fair, practicable, and reasonable.'"

Ertl v. Ertl, 871 N.W.2d 410, 417 (Minn. App. 2015) (quoting *Haefele*, 621 N.W.2d at 764). Husband was prejudiced by the court’s reliance on the affidavit, which he had no opportunity to meaningfully respond to, and “[n]otice and hearing are the fundamental aspects of due process.” *Id.* (quotation omitted). The district court’s findings related to husband’s income and expenses are clearly erroneous.

The court’s spousal-maintenance award is also erroneous. The court found that wife worked full-time as a waitress and had a monthly net take-home income of \$1,697.69. However, the court found that wife was subject to a judgment lien garnishment equal to 25% of her monthly paychecks. Wife submitted a garnishment summons and a notice of levy of earnings and disclosure, showing unpaid judgment balances on two credit cards. The district court awarded wife \$2,500 per month in spousal maintenance to meet her basic needs and satisfy these debt obligations. We determine these findings are erroneous because there was no basis in the record to grant wife \$2,500 per month in permanent spousal maintenance.

We determine that the district court erred by improperly considering wife’s brother’s affidavit without giving husband the opportunity to respond. Husband’s affidavit should be reviewed for a determination of whether the proper amount of income was considered, and whether husband has the ability to contribute to wife’s support. We therefore reverse and remand for further proceedings consistent with this opinion.

II. The District Court’s Statutory-Interest Award Is Reversed and Remanded.

Husband argues that the district court abused its discretion by entering judgment against husband for the marital lien against the homestead, plus ten-percent interest

retroactive to October 30, 2011, the date the marital lien was due. Marital liens are a method of distributing property in a dissolution proceeding. *Bakken v. Helgeson*, 785 N.W.2d 791, 794 (Minn. App. 2010). As such, liens are not an interest in real property, but rather are personal property in and of themselves. *Id.* at 795. “Generally, a lien secures an underlying obligation.” *See Nelson v. Nelson*, 806 N.W.2d 870, 872 (Minn. App. 2011); *see also* Minn. Stat. § 514.99, subd. 1(b) (2018) (defining a lien as “an encumbrance on property as security for the payment of debt”). Whether to grant a personal judgment following the extinguishment of a lien is discretionary with the district court. *See Nelson* 806 N.W.2d at 871.

“The application and interpretation of a statute are questions of law which we review de novo.” *Redleaf v. Redleaf*, 807 N.W.2d 731, 733 (Minn. App. 2011). The object of statutory construction is to “ascertain and effectuate the intention of the legislature.” Minn. Stat. § 645.16 (2018). “If the Legislature’s intent is discernible from the statute’s plain and unambiguous language, the letter of the law shall not be disregarded under the pretext of pursuing its spirit.” *State v. Riggs*, 865 N.W.2d 679, 682 (Minn. 2015).

The 2008 judgment and decree awarded wife a marital lien against the parties’ homestead in the amount of \$56,576, representing her interest in the real property. The lien came due “at such time as the homestead is sold, refinanced, or the parties’ minor child is emancipated, whichever shall occur first.” In March 2016, wife sought an order for the home to be sold or refinanced to satisfy the lien, which remained unpaid. In August 2016, the court ordered husband to immediately refinance the home or otherwise fully satisfy the amount owed to wife in the amount of \$56,576, plus ten-percent interest from October 30,

2011—the date the marital lien was due—and until the lien was satisfied. Judgment was entered on November 9, 2016.

Husband argues that the district court erred by applying the pre-2015 judgment interest rate retroactively to October 2011, because the marital lien was not an interest in real property and judgment was not entered until November 2016. We agree. Interest on the debt secured by a marital lien is an important component of an award. *See Bakken*, 785 N.W.2d at 795. In 2011, Minnesota Statutes section 549.09 provided that “[f]or a judgment or award over \$50,000 . . . the interest rate shall be ten percent per year until paid.” *Id.*, subd. 1(c)(2) (2010). The statute was amended in 2015, and now provides that for “a judgment or award in a family court action, regardless of the amount, the interest shall be computed as simple interest per annum.” *Id.*, subd. 1(c)(1)(i) (2018).

Wife argues that the ten-percent interest award was appropriate under *Redleaf*. But wife ignores *Redleaf*’s instruction that post-judgment interest at the statutory rate does not begin to accrue until the payor spouse’s “overdue obligation” is reduced to a money judgment. 807 N.W.2d at 735. And Minnesota law is clear that a marital lien is not a judgment lien. *Bakken*, 785 N.W.2d at 794. Thus, the marital lien awarded in the 2008 judgment and decree did not automatically become a judgment in October 2011, as wife contends. It is uncontested that husband’s obligation was not reduced to a judgment until November 9, 2016.

Once a judgment is entered for the recovery of money, Minnesota law provides that “interest shall accrue on the unpaid balance of the judgment or award from the time that it is entered or made until it is paid,” consistent with subdivision 1. Minn. Stat. § 549.09,

subd. 2 (2018). Thus, the judgment entered November 9, 2016, was subject to the interest rate governed by Minn. Stat. § 549.09, subd. 1(c)(i) which, as of 2015, was computed as simple interest per annum. “The district court does not have the discretion to ignore the unambiguous statutory mandate of Minn. Stat. § 549.09,” and award a higher rate of interest. See *Redleaf*, 807 N.W.2d at 735. By awarding wife a higher rate of interest than contemplated by the statute as written in 2015, and by awarding interest retroactive to October 2011, the district court impermissibly modified husband’s substantive rights. See *Ulrich v. Ulrich*, 400 N.W.2d 213, 218 (Minn. App. 1987) (determining that implementation or enforcement of original provisions of a divorce judgment is allowable “so long as it does not change the parties’ substantive rights”). Accordingly, we determine that the district court erred by awarding a higher rate of interest than permitted under the statute in effect at the time judgment was entered in 2016, and we reverse and remand for recalculation of interest, calculated as simple interest per annum from November 9, 2016.

III. The District Court’s Personal Property Award Is Reversed.

Husband argues that the district court erred by awarding wife a monetary judgment for the value of personal property awarded to wife in the judgment and decree. Generally, a district court “may not modify a division of property after the original judgment has been entered and the time for appeal has expired.” *Erickson v. Erickson*, 452 N.W.2d 253, 255 (Minn. App. 1990). But a district court may issue appropriate orders to implement or enforce specific provisions of the dissolution decree, provided the district court does not change the parties’ substantive rights. *Id.*; see also *Hanson v. Hanson*, 379 N.W.2d 230, 233 (Minn. App. 1985). This includes the district court’s ability to convert an interest from

goods to cash in order to fairly implement a dissolution judgment. *Hanson*, 379 N.W.2d at 233 (affirming district court's conversion of one party's share of marital property to a cash award after parties were unable to divide property).

The judgment and decree awarded personal property to each party, including items of personal property identified in a list created by the parties. Wife maintained that she did not receive several personal items in husband's possession, which were inadvertently destroyed, and requested \$5,190. The district court found that wife did not provide credible documentary support for this request. The district court determined that wife's interest in the goods should be converted to the monetary value of the property. The court found it difficult to ascertain the value of wife's property, given the passage of time and wife's inability to ascribe precise values to the items, and awarded wife \$1,000.

A district court's valuation of an asset is a finding of fact and will not be set aside unless clearly erroneous. *Hertz v. Hertz*, 229 N.W.2d 42, 44 (Minn. 1975). "A finding is clearly erroneous if the reviewing court is left with the definite and firm conviction that a mistake has been made." *Vangness*, 607 N.W.2d at 472 (quotation omitted). "[V]aluation is necessarily an approximation in many cases, and it is only necessary that the value arrived at lies within a reasonable range of figures." *Hertz*, 229 N.W.2d at 44. "Thus, the market valuation determined by the trier of fact should be sustained if it falls within the limits of credible estimates made by competent witnesses even if it does not coincide exactly with the estimate of any one of them." *Id.*

We have reviewed the record and determine that the district court's monetary award was erroneous because it is not supported by the evidence in the record. Although wife

requested \$5,190 for the destroyed items, she failed to introduce evidence supporting this request. The district court awarded wife \$1,000, but failed to provide any explanation as to how it arrived at this number. Because the factual findings do not contain “the requisite degree of competent evidentiary support” of valuation, we determine that the district court erred and we reverse. *Hertz*, 229 N.W.2d at 44.

IV. The District Court’s Order Regarding the Division of Debt Is Affirmed.

Husband challenges the district court’s division of debt ordered in the judgment and decree. The time to appeal the amended judgment and decree has long expired. *See* Minn. R. Civ. App. P. 104.01, subd. 1 (“Unless a different time is provided by statute, an appeal may be taken from a judgment within 60 days after its entry.”).

Husband’s claim is also meritless. “District courts have broad discretion over the division of marital property and appellate courts will not alter a district court’s property division absent a clear abuse of discretion or an erroneous application of the law.” *Sirek v. Sirek*, 693 N.W.2d 896, 898 (Minn. App. 2005). In dividing marital debts, the district court follows the same principles that it follows when dividing marital property. *Dahlberg v. Dahlberg*, 358 N.W.2d 76, 80 (Minn. App. 1984). We review the district court’s assignment of marital debt for an abuse of discretion. *Antone v. Antone*, 645 N.W.2d 96, 100 (Minn. 2002).

In the 2008 judgment and decree, the district court found that the parties had “accumulated various debts and obligations during the term of their marriage” and determined that each party was “equally liable for one half of the total sum” of \$40,300, or \$20,150 each. In 2016, the court reaffirmed that each party was responsible for one-half

of the marital debt under the terms of the judgment and decree. The court ordered husband to “immediately comply” with the 2008 judgment and decree and “begin to make payments” on his one-half of the marital debt.

Husband argues that the district court’s determination is erroneous because a portion of the credit card debt may have been partially resolved during the course of wife’s bankruptcy proceeding, and because he made payments toward some of the debt. We do not find this argument persuasive. The court noted that husband “testified that he has not paid any portion of the marital debt” on the BOA and AAA accounts, and husband does not contest this finding. Husband’s responsibility remains the same as it did under the 2008 judgment and decree, and the district court acted within its discretion by enforcing specific provisions of the 2008 judgment and decree. *See Erickson* 452 N.W.2d at 255-56 (observing that district court may, in its discretion, issue an order that enforces specific provisions of the judgment and decree as long as the order does not alter the terms of the original judgment and decree or affect the parties’ substantive rights).

Because husband’s challenge is untimely and the district court’s 2016 order regarding the division of marital debt did not alter the parties’ substantive rights under the 2008 judgment and decree, we conclude that the district court’s order constituted a proper enforcement of the original order, and we affirm.

V. The District Court’s Denial of Husband’s Motion to Reopen the Judgment and Decree Is Affirmed.

Husband challenges the district court’s order denying his request to reopen the judgment and decree and recalculate the lien. “Subject to the right of appeal, a dissolution

judgment and decree is final when entered, unless in a timely motion a party establishes a statutory basis for reopening the judgment and decree.” *Knapp v. Knapp*, 883 N.W.2d 833, 835 (Minn. App. 2016) (quotation and citation omitted). We apply an abuse-of-discretion standard of review to a district court’s decision not to reopen a judgement and decree. *Kornberg v. Kornberg*, 542 N.W.2d 379, 386 (Minn. 1996).

“The sole relief from [a dissolution] judgment and decree lies in meeting the requirements of Minn. Stat. § 518.145, subd. 2.” *Knapp*, 803 N.W.2d at 835 (quoting *Shirk v. Shirk*, 561 N.W.2d 519, 522 (Minn. 1997)). On motion, Minnesota Statutes section 518.145 permits a district court to relieve a party from a dissolution judgment based on “mistake, inadvertence, surprise, or excusable neglect” or if it is “no longer equitable” that the judgment “should have prospective application.” *Id.*, subds. 2(1), (5) (2018). Subdivision 2(5) applies “when injustice in the prospective application of a divorce decree is due to the development of circumstances substantially altering the information on a topic that was accepted earlier, when the subject was addressed in a marital-termination agreement and in an ensuing judgment.” *Harding v. Harding*, 620 N.W.2d 920, 924 (Minn. App. 2001), *review denied* (Minn. Apr. 17, 2001).

The district court denied husband’s request to reopen the judgment and decree under section 518.145, subdivision 2(5), to recalculate the homestead lien in light of the purported decline in the value of the home. Section 518.145, subdivision 2(5), “is not a catchall provision.” *Id.* Instead, the party seeking to reopen a dissolution judgment “must present more than merely a new set of circumstances or an unforeseen change of a known

circumstance to reopen a judgment and decree.” *Thompson v. Thompson*, 739 N.W.2d 424, 430-31 (Minn. App. 2007).

Here, husband argues that the home declined 11% in value since the 2008 judgment and decree, and that such diminution constitutes an unforeseen change. Husband relied on a real estate appraisal from 2011, but did not provide a current appraisal of the home. Absent a showing of circumstances altering the information known to the parties at the time of the judgment and decree, the district court did not have evidence satisfying the requirements of subdivision 2(5). *Cf. Harding*, 620 N.W.2d at 924 (instructing district court to reopen dissolution judgment under subdivision 2(5) to determine fair and equitable distribution of corporate stock where it was “evident” that wife “presented a change in circumstances that is not merely a new set of circumstances or an unforeseen change of a known circumstance”).

Accordingly, we determine that the district court did not abuse its discretion by determining that husband failed to present sufficient evidence demonstrating that he was entitled to relief from the judgment and decree under subdivision 2(5).

VI. The District Court’s Attorney-Fee Award Is Affirmed.

Husband challenges the district court’s award of conduct-based attorney fees to wife. A district court may levy conduct-based attorney fees “against a party who unreasonably contributes to the length or expense of the proceeding.” Minn. Stat. § 518.14, subd. 1 (2018). The requesting party bears the burden of establishing that the other party’s conduct unreasonably contributed to the length or expense of the proceeding. *Geske v. Marcolina*, 624 N.W.2d 813, 818 (Minn. App. 2001). The district court must make

findings explaining the basis for the award. *Brodsky v. Brodsky*, 733 N.W.2d 471, 477 (Minn. App. 2007). A district court’s award of attorney fees will not be reversed absent an abuse of discretion. *Haefele*, 621 N.W.2d at 767.

The district court made specific factual findings that husband’s conduct contributed to the length and expense of the proceedings, and those findings are supported by the record. Specifically, the court identified husband’s failure to satisfy the marital lien, to return wife’s personal property, to pay any portion of the marital debt, and to adequately provide reports to the court, as justifications for the award. The district court found that husband’s “willful and intentional failure” to abide by the judgment and decree “unreasonably contributed to the length and expense of this proceeding” and awarded wife conduct-based attorney fees. We conclude that the district court did not abuse its discretion, and we affirm the award.

Husband also argues that the district court erred by declining his request for attorney fees. This court “will rarely reverse” a district court’s decision to deny attorney fees. *Rosenberg v. Rosenberg*, 379 N.W.2d 580, 587 (Minn. App. 1985), *review denied* (Minn. Feb. 19, 1986). This is not the rare case requiring reversal. We therefore determine that the district court acted within its discretion by denying’s husband’s request, and we affirm.

Affirmed in part, reversed in part, and remanded.