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Minn. Stat. § 480A.08, subd. 3 (2018).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A18-1512**

In re the Marriage of: Franklin Olaniyan, petitioner,
Respondent,

vs.

Assanatu Olaniyan,
Appellant.

**Filed May 13, 2019
Affirmed
Connolly, Judge**

Dakota County District Court
File No. 19AV-FA-16-2032

Jeffrey K. Priest, Priest Law Firm Ltd., Eagan, Minnesota (for respondent)

Assanatu Olaniyan, Coon Rapids, Minnesota (pro se appellant)

James C. Backstrom, Dakota County Attorney, James W. Donehower, Assistant County Attorney, West St. Paul, Minnesota (for respondent Dakota County)

Considered and decided by Florey, Presiding Judge; Connolly, Judge; and
Bjorkman, Judge.

UNPUBLISHED OPINION

CONNOLLY, Judge

Appellant challenges the district court's denial of her motion to hold respondent, her former husband, in contempt of court for failing to satisfy the dissolution judgment. Because the district court correctly concluded that some of appellant's disputes with respondent had already been resolved and that a contempt holding was not an appropriate remedy for the other issues, we affirm.

FACTS

Appellant Assanatu Olaniyan and respondent Franklin Olaniyan were married in 2007 and are the parents of five children, born in 2007, 2008, 2010, and twins in 2011. The marriage was dissolved in 2017; the parties were awarded joint legal custody of the children, and appellant was awarded sole physical custody. Respondent was ordered to pay appellant \$1,764 for basic child support; appellant was to pay him \$42 monthly towards the children's health insurance. Respondent Dakota County provides child-support enforcement services.

In July 2018, appellant filed a motion asking the district court to find respondent in contempt, alleging that he: (1) failed to obtain life insurance that named appellant as the beneficiary and health insurance for the children; (2) failed to transfer appellant's share of his 401(k) plan to her, and (3) has not exercised his parenting time. Appellant also moved for modification of custody and parenting time. In its order, the district court declined to find respondent in contempt, found that respondent had satisfied the two insurance requirements, directed respondent to pay appellant \$6,000 as her share of the retirement

funds within 15 months, and ordered the parties to attend mediation before filing any other motions and to split the mediation cost equally.

DECISION

Appellant challenges the district court's refusal to hold respondent in contempt.¹ "This court reviews a district court's decision to invoke its contempt power under an abuse-of-discretion standard." *Crockarell v. Crockarell*, 631 N.W.2d 829, 833 (Minn. App. 2001), *review denied* (Minn. Oct. 16, 2001).

The district court did not abuse its discretion in declining to hold respondent in contempt for having failed to procure life insurance for himself and medical insurance: in his response to appellant's motion for contempt, respondent included evidence that he had procured the requisite insurance.

The district court did not abuse its discretion in ordering respondent to pay appellant \$6,000 in 15 months rather than hold him in contempt. For a money judgment, "a contempt motion [is] not a proper enforcement mechanism. Rather, the remedy provided by the [Minn. R. Civ. P. 69] is a writ of execution." *Sehlstrom v. Sehlstrom*, 925 N.W.2d 233,

¹ Appellant also raises a number of other issues in her brief, as she did at the hearing. It was explained to her then that: (1) mediation would be an appropriate forum to talk about the parenting issues; (2) if respondent committed fraud on the court by not disclosing his second job, appellant would need to bring a motion to reopen the judgment, not a motion for contempt; (3) appellant could increase child support only by bringing a specific motion for that purpose; (4) a mediator could address appellant's wish to compel respondent to exercise parenting time, and (5) the child-support office was seeing that respondent's child-support payments were withdrawn from his paychecks and transmitted to appellant and had no obligation to disclose to appellant the name of respondent's new employer. These issues were not properly presented to the district court for decision and, although appellant raises some of them on appeal, we do not address them for that reason. See *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988).

239-40 (Minn. 2019). “[A] judgment that requires the payment of money is enforceable by execution, not contempt proceedings.” *Burgardt v. Burgardt*, 474 N.W.2d 235, 236 (Minn. App. 1991) (citing Minn. Stat. § 550.02 (1990)).

Finally, the district court did not abuse its discretion in ordering the parties to attend mediation before filing any further motions in this matter, as provided by the dissolution judgment: “10. RESOLUTION OF CONFLICT. . . . [A]ny claim or controversy arising under this Agreement, . . . which cannot be resolved by the parties through direct communication without mediation, shall be promptly submitted to mediation.”

Because the district court did not abuse its discretion in denying appellant’s motion, we affirm.

Affirmed.