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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A23-1228**

In re the Marriage of:

Craig Jerald Mackey, petitioner,
Appellant,

vs.

Beth Ann Mackey,
Respondent.

**Filed December 9, 2024
Affirmed in part, reversed in part, and remanded
Bentley, Judge**

Itasca County District Court
File No. 31-FA-21-2961

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Considered and decided by Johnson, Presiding Judge; Bratvold, Judge; and Bentley,
Judge.

NONPRECEDENTIAL OPINION

BENTLEY, Judge

In cross-appeals from a marriage dissolution proceeding, Craig Jerald Mackey and Beth Ann Mackey raise various challenges relating to the district court's award of spousal maintenance, distribution of the parties' property, and denial of Beth Ann's request for attorney fees. We conclude that the district court did not abuse its discretion with respect

to any spousal-maintenance issue or the attorney-fees determination. But with respect to the property distribution, the district court erred in its legal determination that one piece of marital real property was nonmarital. Accordingly, we affirm in part, reverse in part, and remand for further proceedings.

FACTS

Appellant/cross-respondent Craig Jerald Mackey and respondent/cross-appellant Beth Ann Mackey married in Minnesota in 1987 and have two adult children together.¹ For most of the marriage, Craig was employed as an electrical lineman, while Beth Ann worked a variety of jobs. Craig consistently earned a higher wage than Beth Ann did.

Over time, the parties faced financial difficulties and lost their home in a foreclosure proceeding. They moved to a cabin in Nashwauk (the Nashwauk cabin), which Craig built on a vacant 5.78-acre piece of lakefront property (the 5.78-acre property). Craig's parents, Jerald and Rosalie Mackey, had transferred the 5.78-acre property to Craig and Beth Ann in 1993 by a deed that named them both as the new title holders. The Nashwauk cabin had wood heating and an outhouse with no septic system. While living at the Nashwauk cabin, the parties purchased a house in Keewatin (the Keewatin house), which they remodeled by fixing the floors and walls and adding insulation, windows, and a bathroom. The parties made mortgage payments on the Nashwauk cabin throughout the marriage.

After living in the Nashwauk cabin for a few years, Beth Ann moved to the Keewatin house, while Craig split his time between the two properties because of work-

¹ Because the parties share the same last name, we refer to them by their first names.

related travel. Eventually, Craig paid for a septic system to be installed at the Nashwauk cabin. He connected the septic system to the toilet, but not to any other appliances or parts of the cabin.

In June 2021, the parties separated, and Craig petitioned for dissolution of marriage later that year. The district court held a three-day trial at which both parties testified and submitted documentary evidence regarding their marriage, assets, income, and living expenses. In an order dated February 16, 2023, the district court issued its initial findings of fact and conclusions of law, instructing Craig to pay Beth Ann \$1,000 monthly as temporary spousal maintenance beginning in January 2022, until her 70th birthday. In settling on that amount, as relevant here, the district court excluded from Beth Ann's monthly expenses a \$514 mortgage payment, a \$250 campsite fee for the parties' camper, and a \$700 medical-insurance expense, and the court included only half of Beth Ann's requested \$640 in travel expenses. The court included in Craig's monthly expenses a line item for \$500 in repair and maintenance costs for the Nashwauk cabin.

In distributing the parties' property, the district court determined that their marital property included the Nashwauk cabin, the surrounding property that the parties jointly purchased during their marriage (the 10.95-acre property), and the Keewatin house. The district court awarded the Nashwauk cabin and the surrounding 10.95-acre property to Craig and the Keewatin house to Beth Ann. It also awarded the 5.78-acre property underlying the Nashwauk cabin to Craig, because it determined that the 5.78-acre property was gifted to Craig and was thus his nonmarital property.

Both parties filed posttrial motions. Craig filed a motion to correct clerical mistakes. Beth Ann then filed a motion for amended findings. She agreed to most of Craig's clerical corrections but opposed his request to change the commencement date of spousal maintenance to January 2023. She also asked the court to amend its findings to classify the 5.78-acre property as the parties' marital property and to reflect what she argued was the correct value of that property. Relating to spousal maintenance, as relevant on appeal, Beth Ann asked the court to make amended findings regarding her expenses so that they included the \$514 mortgage expense, the \$700 medical-insurance expense, the \$250 campsite fee, and the full \$640 in travel expenses. She also asked that the court remove from Craig's monthly expenses the \$500 home-repair-and-maintenance expense. Based on those requests, Beth Ann sought double the amount of spousal maintenance that the court had ordered. She also requested attorney fees.

In response, Craig filed a motion asking the district court to dismiss or deny Beth Ann's motion, modify his spousal maintenance obligation based on substantially changed circumstances, and award him attorney fees. Craig's motion to modify his spousal maintenance obligation was based on Beth Ann's new job, which resulted in a significant increase in her earnings since trial. Beth Ann had been making approximately \$42,500 per year when the court issued its original order; at the time of Craig's motion, Beth Ann's new salary was \$65,000. He also argued that Beth Ann no longer needed to pay for an independent health-insurance policy because her new employer offered health-insurance benefits.

The district court held a hearing on the competing motions and issued its amended findings of fact, conclusions of law, and order on July 17, 2023. In its amended order, the district court granted nearly all of Beth Ann's requests outlined above regarding the parties' monthly expenses. It added the mortgage payment, doubled Beth Ann's travel expenses, added the campsite fee, and added \$70 in medical-insurance costs reflecting Beth Ann's responsibility for employer-sponsored benefits. The district court also removed Craig's \$500 home-repair-and-maintenance expense. Nevertheless, the district court determined that the monthly spousal-maintenance amount should not be modified "as the foregoing amendments to the various expenses, and the changes to [Beth Ann's] income, are in balance."

As relevant on appeal, the district court also denied Beth Ann's request to classify the 5.78-acre property as marital. It granted Craig's request to modify the commencement date of spousal maintenance. And it denied the parties' requests for attorney fees.

Both parties appeal.

DECISION

Craig challenges the spousal-maintenance award. Beth Ann challenges the district court's classification of the 5.78-acre property as marital property. She also challenges the decision to amend the commencement of spousal maintenance from January 2022 to January 2023 and the denial of attorney fees.

We address each issue in turn.

I

As threshold matters, Craig brings procedural challenges to the district court's consideration of Beth Ann's motion for amended findings. "We review the district court's decision whether to grant a motion for amended findings for an abuse of discretion." *Landmark Cmty. Bank, N.A. v. Klingelhutz*, 927 N.W.2d 748, 754 (Minn. App. 2019) (citing *Zander v. Zander*, 720 N.W.2d 360, 364 (Minn. App. 2006), *rev. denied* (Minn. Nov. 14, 2006)). "A district court abuses its discretion by making findings of fact that are unsupported by the evidence, misapplying the law, or delivering a decision that is against logic and the facts on record." *Woolsey v. Woolsey*, 975 N.W.2d 502, 506 (Minn. 2022) (quoting *Bender v. Bernhard*, 971 N.W.2d 257, 262 (Minn. 2022)).

Craig first maintains that the district court abused its discretion because it considered the motion to amend findings even though the motion was not accompanied by an affidavit or memorandum of law. Craig bases this argument on general motion-practice rules that provide that a motion "must be supported by affidavits that contain facts relevant to the issues before the court," Minn. R. Gen. Prac. 303.02(a), and that a moving party must serve with its motion "[r]elevant affidavits and exhibits; and . . . [a]ny memorandum of law the party intends to submit," Minn. R. Gen. Prac. 303.03(a)(1).

We discern no abuse of discretion. None of the provisions in rules 303.02 and 303.03 *requires* an affidavit or memorandum of law where such documents would not be relevant or necessary for the district court to decide the motion. The rules specific to motions to amend findings provide that the motion "may be made on the files, exhibits, and minutes of the court." Minn. R. Civ. P. 52.02; *see also Novick v. Novick*, 366 N.W.2d

330, 333 (Minn. App. 1985) (noting that a motion to amend findings is “made on the evidentiary record created at trial”). A motion to amend findings is available to provide the district court with an opportunity to “review . . . its own exercise of discretion.” *Johnson v. Johnson*, 563 N.W.2d 77, 78 (Minn. App. 1997) (quoting *Stroh v. Stroh*, 383 N.W.2d 402, 407 (Minn. App. 1986)). So, while the motion “must both identify the alleged defect in the challenged findings and explain why the challenged findings are defective,” *Lewis v. Lewis*, 572 N.W.2d 313, 315 (Minn. App. 1997) (emphasis omitted), it may do that by reference to the record without a separate affidavit. To be sure, it may be best practice for a party to submit a memorandum of law where it would help the court understand the basis for the requested amendments. But we find no abuse of discretion in the district court’s decision to reach the merits without one.

Craig next argues that the district court improperly construed the motion to amend findings as a motion for reconsideration under Minn. R. Gen. Prac. 115.11 and that this violated his due-process rights. We again find no abuse of discretion. As an initial point, we disagree with Craig’s characterization of the district court’s decision. The district court noted that “the majority of [Beth Ann’s] requests are in effect a motion for the reconsideration of matters already litigated through trial.” But it continued that “some, however, are appropriate where they have drawn attention to issues which were less apparent at trial.” And, “[o]thers, still, address amending the Order at large to account for these various changes where they are implemented.” We are satisfied that the district court properly considered the motion for amended findings as it was identified.

Even if the district court had considered the motion in whole or in part as one for reconsideration under rule 115.11, that would not have constituted an abuse of discretion. Craig argues that Beth Ann, in effect, moved for reconsideration without complying with applicable rules and that the district court should therefore have denied the motion. *See* Minn. R. Gen. Prac. 115.11 (requiring the moving party to submit a letter to the court before filing the motion). However, while the failure to comply with the rules may well be a basis for the district court to deny a motion for reconsideration, that does not restrain the power of the district court to hear a motion if it so chooses. As a practical matter, district courts often do construe motions for amended findings in dissolution proceedings as motions for reconsideration. *See, e.g., Leifur v. Leifur*, 820 N.W.2d 40, 42 (Minn. App. 2012); *Shearer v. Shearer*, 891 N.W.2d 72, 75 (Minn. App. 2017).

Alternatively, Craig argues that the court violated his due-process rights when it, in his view, construed the motion as one for reconsideration. We conclude there was no due-process violation. Craig argues in generalities that he would have responded differently to the motion had he known he was arguing against a motion for reconsideration. But he provides no examples of arguments he would have made differently if it had been identified as a motion for reconsideration. To the contrary, the record shows that Craig received timely notice of the request for amendments to the original order and that he had a fair opportunity to respond. Indeed, he made many of the same arguments in response to the motion for amended findings that he makes on appeal.

Because Craig's procedural challenges to the motion for amended findings are unsuccessful, we turn to the merits of the district court's spousal-maintenance decision.

II

Appellate courts review a district court's decision to award spousal maintenance for abuse of discretion. *Dobrin v. Dobrin*, 569 N.W.2d 199, 202 (Minn. 1997). The district court's discretion is "broad," *id.*, and an appellate court will not disturb the district court's conclusion unless it "ma[de] findings of fact that are unsupported by the evidence, misappl[ied] the law, or deliver[ed] a decision that is against logic and the facts on record." *Woolsey*, 975 N.W.2d at 506 (quotation omitted). When reviewing factual findings for clear error, appellate courts (1) view the evidence in the light most favorable to the findings, (2) do not find their own facts, (3) do not reweigh the evidence, and (4) do not reconcile conflicting evidence. *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221-22 (Minn. 2021); *see Ewald v. Nedrebo*, 999 N.W.2d 546, 552 (Minn. App. 2023) (citing *Kenney* in a family-law appeal), *rev. denied* (Minn. Feb. 28, 2024). Thus,

an appellate court need not go into an extended discussion of the evidence to prove or demonstrate the correctness of the findings of the [district] court. Rather, because the factfinder has the primary responsibility of determining the fact issues and the advantage of observing the witnesses in view of all the circumstances surrounding the entire proceeding, an appellate court's duty is fully performed after it has fairly considered all the evidence and has determined that the evidence reasonably supports the decision.

Kenney, 963 N.W.2d at 222 (quotations and citation omitted); *see Vangsness v. Vangsness*, 607 N.W.2d 468, 472, 474 (Minn. App. 2000) (discussing clear error standard of review in a similar fashion).

Craig argues that the district court clearly erred in its findings of fact that support its decision. He also claims that the district court should have changed the overall amount

of the spousal maintenance award in light of changed circumstances resulting from Beth Ann's new employment. We address both sets of arguments.

A

Craig first challenges the district court's amended finding relating to his claimed \$500 monthly expense for repair and maintenance of the Nashwauk cabin. The district court excluded that amount, finding that any improvements to the property would be "discretionary" and thus "not maintenance of the property."

The reasonableness of a party's expense for spousal-maintenance purposes is evaluated "in light of the marital standard of living." *Chamberlain v. Chamberlain*, 615 N.W.2d 405, 409-12 (Minn. App. 2000). Here, the Nashwauk cabin is significantly improved from its habitability during the marriage. The cabin had no septic system while the parties both lived there, but it does now. Craig points to the fact that the parties paid for more extensive home maintenance, repairs, and remodeling for their other properties during marriage. But we conclude that the district court's decision disregarding such improvements as part of the marital standard of living at the Nashwauk cabin was "reasonably supported by the evidence" and did not constitute clear error. *Kenney*, 963 N.W.2d at 221.

Second, Craig challenges the district court's inclusion of \$514 in Beth Ann's monthly expenses for a future mortgage payment. A district court cannot award a tentative mortgage payment where a party "merely estimate[s]" that a certain monthly payment amount "would be required to purchase the type of home she wants." *Rask v. Rask*, 445 N.W.2d 849, 854 (Minn. App. 1989) (quotation marks omitted). But here, the mortgage

amount was not determined by estimating a future mortgage payment; rather, it was calculated from the amount that Beth Ann contributed to mortgage payments during the parties' marriage. And, unlike in *Rask*, there was record evidence that Beth Ann had plans to purchase a new home in Grand Rapids, where her "nucleus of friends" and sister reside, that she was currently looking for a property, and that she would sell her current residence to make up the difference in a future mortgage payment. *See id.* (reversing district court's award of tentative mortgage payment where there was "no evidence in the record concerning when respondent will begin incurring [the mortgage] expense"). Accordingly, the district court's decision to include a future mortgage payment expense was "reasonably supported by the evidence" and did not constitute clear error. *Kenney*, 963 N.W.2d at 221.

Third, Craig challenges the district court's decision to include in Beth Ann's expenses a monthly \$250 "association fee" that covered the cost of renting a campsite for the parties' camper. The district court originally excluded the fee because it "was never an expense the parties incurred during their marriage" but added it in its amended findings. The record reflects testimony that Beth Ann had rented the campsite so that she could "continue to have accessibility to water" as she had during marriage. "Evidentiary weight and witness credibility are within the province of the fact-finder." *Melius v. Melius*, 765 N.W.2d 411, 417 (Minn. App. 2009). The record provides "adequate evidentiary support for the trial court's factual findings," and "as a reviewing court we are bound to accept them." *Nelson v. Nelson*, 189 N.W.2d 413, 415 (Minn. 1971).

Fourth, Craig appeals the district court's finding relating to Beth Ann's gas and taxi-service expense in the amount of \$640 per month. The district court initially awarded \$320

per month but doubled that amount in its amended order. At trial, Beth Ann testified that she drove approximately 60 miles for work weekly, in addition to visiting her sister and children in various cities. She estimated that her car delivered 20 or 25 miles per gallon and that she accrued 20,000 miles on her car annually. From that testimony, the district court reasonably could have estimated that she typically had consumed up to 1,000 gallons of gas annually. Focusing on that number, Craig argues that the \$640 in travel expenses is clearly erroneous because it would assume gas prices exceeded \$8 per gallon. But Craig's calculation does not account for Beth Ann's testimony that, moving forward, she planned to travel to visit family more often, which may increase the annual mileage she puts on the car. And Craig's calculation does not account for the taxi-service expense that the district court considered in setting the total amount. We cannot conclude that the expense finding is "against logic and the facts on record." *Woolsey*, 975 N.W.2d at 506 (quotation omitted). Again here, the district court did not clearly err.

Fifth, and finally, Craig disagrees with the district court's amendment to include a \$70 monthly expense for Beth Ann's medical insurance. At trial, Beth Ann testified that she would have to pay \$600 to \$740 per month for medical insurance and \$70 per month for dental insurance. The district court initially declined to include those expenses because Beth Ann did not provide evidence as to the cost of medical insurance provided by her employer. But the court added the expense after considering Craig's motion to revise the spousal maintenance award. Documentary evidence relating to that motion states that Beth Ann is responsible for 10% of the premium for any medical plans offered through her employer's benefits plan, which amounts to about \$96 per month. The district court's

decision to amend its findings and include the lesser amount of \$70 per month in health insurance costs was within its discretion.

B

In addition to challenging those specific findings of fact, Craig appeals the district court's determination of the final amount of the spousal-maintenance obligation that the district court awarded after considering its amended findings.

A district court may modify spousal maintenance upon a showing of “substantially increased or decreased” earnings if the change makes the existing terms unreasonable and unfair. *Dougherty v. Dougherty*, 443 N.W.2d 193, 194 (Minn. App. 1989) (citing Minn. Stat. § 518.64, subd. 2 (1988)); *see also* Minn. Stat. § 518A.39, subd. 2(a) (2022). Then, “[i]f modification is warranted, the basic issue becomes balancing the needs of the spouse receiving maintenance against the financial conditions of the spouse providing maintenance.” *Dougherty*, 443 N.W.2d at 194. We review a district court's decision regarding the “[m]odification of maintenance . . . for an abuse of discretion.” *Hemmingsen v. Hemmingsen*, 767 N.W.2d 711, 716 (Minn. App. 2009) (citing *Hecker v. Hecker*, 568 N.W.2d 705, 710 (Minn. 1997)).

Craig argues that the district court should have decreased, or eliminated, his spousal maintenance obligations because of Beth Ann's posttrial increase in employment income. But the record shows that the district court appropriately factored in Beth Ann's new income when it considered the motion to modify the spousal maintenance award and the motion to amend findings together. Because of the district court's amended findings as to the parties' monthly expenses, Beth Ann's expenses increased by \$1,154, and Craig's

decreased by \$500. Without consideration of Beth Ann's new income, the amended expenses might have justified an increase in the spousal maintenance award, but the district court kept it the same. It concluded that "the . . . amendments to the various expenses, and the changes to [Beth Ann's] income, are in balance." That analysis reflects the kind of balancing that our caselaw requires in considering a motion to modify a maintenance award. *See Dougherty*, 443 N.W.2d at 194. The district court's findings are supported by the record and we discern no abuse of discretion.

III

On cross-appeal, Beth Ann argues that the district court misclassified the 5.78-acre property as Craig's nonmarital property. We agree.

The "classification of property as marital and nonmarital is an issue of law" that appellate courts review de novo, though we must still "defer to underlying findings of fact by the [district] court." *Pekarek v. Pekarek*, 384 N.W.2d 493, 498 (Minn. App. 1986) (citing *Kucera v. Kucera*, 146 N.W.2d 181, 183 (Minn. 1966)). As a general matter, "[a]ll property obtained by either spouse during the marriage is presumed to be marital property." *Olsen v. Olsen*, 562 N.W.2d 797, 800 (Minn. 1997). A party seeking to overcome that presumption must demonstrate "by a preponderance of the evidence that the property is nonmarital." *Id.* Property is nonmarital if it was "acquired as a gift, bequest, devise or inheritance made by a third party to one but not to the other spouse." *Id.*; *see also* Minn. Stat. § 518.003, subd. 3b(a) (2022). The donor's intent is the most important consideration in that analysis, but it is not enough to show that the donor intended to transfer the property to one spouse—there must be some indication that the donor intended *not* to transfer the

property to the other spouse. *Olsen*, 562 N.W.2d at 800. On the facts in this record, Craig cannot overcome the marital-property presumption.

The supreme court's decision in *Olsen* is instructive. In *Olsen*, a family member conveyed property to his niece and her then-husband as joint tenants. *Id.* at 798. Like here, the deed of transfer named both individuals, and the dispute turned on whether the donor intended to gift the property to only one spouse (his niece) or to the married couple. *Id.* at 799-800. Also, like here, the property had been in the donor's family for years, and individuals testified at the marriage-dissolution proceeding that the donor intended to give the property to the niece. *Id.* at 799. Under those circumstances, the court held that the evidence was insufficient to overcome the marital-property presumption because there was no evidence in the record that the donor "intended to give the property to [his niece] *but not* to [her husband]." *Id.* at 800.

The same is true here. At trial, Craig and his stepfather recounted conversations indicating that Craig's biological father, Jerald, intended to gift the property to Craig. But aside from Craig's own statement that his dad "intended just to give [the 5.78-acre property] to me," the record contains no evidence that Jerald intended to exclude Beth Ann from the gift. And although the deed listing both parties as titleholders is "not dispositive," *id.* at 801, the parties engaged throughout their marriage in a manner consistent with such joint ownership, including reverse mortgaging the 5.78-acre property as joint tenants at least once. The deed and the parties' course of conduct, together with "the lack of evidence that [Jerald] did not want [Beth Ann] to be a donee lead[] us to the definite and firm

conviction that the trial court erred when it concluded that the property was given only to [Craig].” *Id.*

We therefore reverse the district court’s ruling that the 5.78-acre property is nonmarital and remand for the district court to consider whether the order still constitutes “a just and equitable division of the marital property,” considering all relevant statutory factors and circumstances, including whether either spouse’s resources or property are “so inadequate as to work an unfair hardship.” *Van de Loo v. Van de Loo*, 346 N.W.2d 173, 177 (Minn. App. 1984) (citing Minn. Stat. § 518.58 (1982)).²

IV

Beth Ann also challenges the district court’s denial of her request for attorney fees and her request to amend the commencement date of spousal maintenance. We review these issues for an abuse of discretion. *Fink v. Fink*, 366 N.W.2d 340, 341 (“A trial court’s determination of the amount and duration of spousal maintenance is final unless the court abused the discretion accorded to it.” (citing *Erlandson v. Erlandson*, 318 N.W.2d 36, 38 (Minn. 1982))); *Gully v. Gully*, 599 N.W.2d 814, 825 (Minn. 1999) (“The standard of review for an appellate court examining an award of attorney fees is whether the district

² Because we reverse the district court’s decision regarding its classification of the 5.78-acre property as nonmarital, we do not reach Beth Ann’s alternative arguments that the district court erred in its valuation of the property. On remand, the district court may consider any relevant issues of valuation in determining whether the distribution of property, including the equalization payment, is just and equitable. We also note that neither party argues that a change in classification of the 5.78-acre property would warrant revisiting the spousal maintenance award. Whether to reopen the record on remand is discretionary with the district court.

court abused its discretion.”).³ Because we conclude that the district court did not abuse its discretion, we affirm the court’s denial of Beth Ann’s request for attorney fees and her request to amend the commencement of spousal maintenance.

The duration of spousal maintenance, including its commencement date, “must bear a reasonable relationship to its underlying basis—to augment the income of the spouse seeking maintenance in order to meet her reasonable financial needs.” *Fink*, 366 N.W.2d at 342-43 (citing *Otis v. Otis*, 299 N.W.2d 114 (Minn. 1980)). The duration of the award must be one that “the court deems just after considering all relevant factors.” *Nardini v. Nardini*, 414 N.W.2d 184, 196 (Minn. 1987).

The record shows that during the time for which Beth Ann seeks retroactive spousal maintenance (i.e., January 1, 2022, to December 31, 2022), she was employed and able to meet at least her basic needs. She has not directed us to any clearly erroneous finding of fact or other basis in the record to conclude that the district court’s determination of the award was not “just after considering all relevant factors.” *Id.* Accordingly, we discern no abuse of discretion.

³ We note that the need-based attorney-fees statute provides that the district court “shall award” need-based fees if it finds the statutory factors are met. Minn. Stat. § 518.14, subd. 1 (2022). Despite that mandatory language, it is an open question in caselaw whether the existence of findings on every factor *requires* the district court to award fees or whether the ultimate decision still falls within the court’s discretion. *See Geske v. Marcolina*, 624 N.W.2d 813, 816-17 n.1 (Minn. App. 2001) (discussing lack of uniformity in caselaw). Because both parties apply the abuse-of-discretion standard, and neither argues that an award of need-based attorney fees is not discretionary with the district court, we review the district court’s denial of Beth Ann’s request for need-based attorney fees for an abuse of discretion. *See id.*; *see also, e.g., Herath v. Herath*, No. A18-0694, 2019 WL 2332491, at *9 (Minn. App. June 3, 2019) (nonprecedential opinion cited for its persuasive value pursuant to Minn. R. Civ. App. P. 136.01, subd. 1(c)).

With respect to attorney fees, the district court rejected Beth Ann’s request for need-based attorney fees upon determining that Beth Ann “ha[d] not demonstrated that she is not capable of meeting her needs for the attorney fees.” The record supports that decision, as the court relied on evidence of \$37,000 in her savings account and the fact that “[e]ach party received one-half of the 2021 state and federal tax refunds, or \$14,684.00,” which they could use towards attorney fees. The district court did not abuse its discretion in denying Beth Ann’s request for attorney fees.

Affirmed in part, reversed in part, and remanded.