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

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0109**

In re the Marriage of:

Edward Luke Lazzaro, petitioner,
Respondent,

vs.

Susan Louise Coen,
Appellant.

**Filed December 16, 2024
Affirmed as modified
Cochran, Judge**

St. Louis County District Court
File No. 69DU-FA-19-1028

Jeremy M. Hurd, Beaumier Trogon Orman Hurd & Viegas, PLLP, Duluth, Minnesota
(for respondent)

Susan Louis Coen, Duluth, Minnesota (pro se appellant)

Considered and decided by Frisch, Presiding Judge; Connolly, Judge; and
Cochran, Judge.

NONPRECEDENTIAL OPINION

COCHRAN, Judge

In this appeal, appellant challenges the district court's order granting respondent's motion to compel compliance with a prior order enforcing the parties' dissolution judgment and decree. Specifically, appellant contends that the district court improperly modified the

dissolution judgment and decree through its current order and the prior enforcement order, and thus abused its discretion. Appellant also argues the district court abused its discretion by awarding conduct-based attorney fees to respondent. We discern no abuse of discretion, and we affirm as modified consistent with respondent's concession as to one expense.

FACTS

Dissolution Judgment and Decree

In August 2021, the district court entered a judgment and decree dissolving the marriage of appellant Susan Louise Coen (wife) and respondent Edward Luke Lazzaro (husband). Relevant to this appeal, the dissolution judgment and decree ordered the following division of marital property: (1) “[husband] is awarded one-half interest in [wife’s] State Farm Termination Agreement benefit This benefit shall be transferred to [husband] pursuant to a qualified domestic relations order [(QDRO)] or other document deemed necessary by State Farm,” and wife’s attorney “shall be responsible for drafting” the necessary documents, (2) “[t]he parties shall sell the Wyndham Time Share and the proceeds shall be divided equally between them,” (3) a parcel of real property “shall be retained by Conrad Properties, LLC (Conrad LLC), for transfer to [the parties’ son] when he becomes an adult,” (4) two parcels of real property held by JMCL Properties LLC (JMCL LLC), that the parties own or have an interest in, “shall be sold and the proceeds divided equally between the parties,” and (5) certain property is to be sold, and the proceeds divided equally, including a “[l]adies 14K yellow-gold diamond wedding ring.” Neither party appealed from the judgment and decree, and no party has moved for it to be reopened.

January 2023 Enforcement Order

Approximately one year after the parties' marriage was dissolved, husband moved for enforcement of certain provisions of the judgment and decree and for an award of conduct-based attorney fees. In support of his motion, husband alleged wife violated the judgment and decree by: (1) not properly drafting the State Farm QDRO documents and not providing documentation regarding the valuation of the State Farm benefit, requiring husband to subpoena records from State Farm, (2) not completing the sale of the Wyndham Time Share after husband made offers to purchase the asset from wife, (3) not completing the assignment of the Conrad LLC property on their child's eighteenth birthday, (4) failing to immediately list the JMCL LLC properties for sale, and (5) not complying with the judgment and decree's provisions regarding certain personal property including the "[l]adies 14K yellow-gold diamond wedding ring." As a result, husband moved for conduct-based attorney fees, arguing that wife "willfully disobeyed the Court's order" and "delayed the property settlement."

In January 2023, the district court filed an order granting husband's motion to enforce the judgment and decree, concluding that wife had violated several provisions of the judgment and decree. In relevant part, the district court found wife (1) was "not forthcoming" regarding the valuation of the State Farm benefit and did not provide the necessary documents within the timeline set forth in the judgment and decree, (2) "intentionally" neglected to transfer the Conrad LLC property to the parties' son on January 22, 2022, when he "became an adult," and still had not executed the transfer documents, (3) "unilaterally decided not to obey" the order to sell the JMCL LLC

properties, and (4) was “in violation of the Court’s order on division of the personal property.”

To remedy these violations, the district court ordered (1) wife to amend the QDRO for the State Farm benefit with the valuation date of September 13, 2021, and deliver the QDRO documents to husband, fully completed, within ten days of the filing of the order, (2) the parties “to execute the necessary documents to complete the transfer” of the Conrad LLC property, effective January 22, 2022, (3) wife to “be solely responsible for all expenses of Conrad LLC and JMCL LLC incurred after January 1, 2022,” and (4) the “ladies 14K yellow-gold diamond wedding ring” be purchased by husband for \$1,000 and wife deliver the ring within ten days of the filing of the order. Further, the district court awarded husband the option to purchase the Wyndham timeshare for \$4,500 based on its finding that the Wyndham timeshare had not been sold and that husband had “last offered \$4,500.” The district court also included the following provision: “In the event that [wife] fails to comply with the terms of this Order, [husband] may bring a motion for contempt.”

The January 2023 order also addressed husband’s motion for conduct-based attorney fees. Specifically, the district court found wife “continues a pattern of conduct that has contributed to the length and expense of these proceedings.” Further, the district court found that wife violated numerous provisions of the dissolution judgment and decree. But the district court reserved the issue of husband’s motion for conduct-based attorney fees, without determining whether wife had an obligation to pay. On January 30, 2023, judgment was entered. Neither party appealed the January 2023 order and judgment.

Husband's Motion for Contempt

In May 2023, husband moved the court to hold wife in contempt for violation of the January 2023 order. In support of the motion, husband alleged that wife: had not executed the necessary document to transfer the State Farm benefit to husband; had not executed a deed for the Wyndham timeshare conveying husband the timeshare for \$2,250, his share of the \$4,500 purchase price; had not executed an assignment of the Conrad LLC properties effective January 22, 2022; and had delivered a different ring than the court-ordered “ladies 14K yellow-gold diamond wedding ring.” Husband also requested the court order that the document transferring the State Farm benefit be modified to allow husband to list a beneficiary. Husband further moved for reimbursement of \$5,259.31 in expenses related to the Conrad LLC and JMCL LLC properties. Finally, husband moved for conduct-based attorney fees and costs.

Wife filed a responsive motion and countermotion. In her filing, she argued that she had completed necessary paperwork for both the transfer of the State Farm benefit and the Conrad LLC property. She also asserted that she had delivered the correct wedding ring. Wife further argued that she did not owe any expenses related to the Conrad LLC and JMCL LLC properties because husband paid those expenses out of shared accounts and used her funds in doing so. Finally, she asked the district court to order husband to make payments to her that she alleged were due under the January 2023 order, including an additional \$2,250 for the Wyndham timeshare.

In October 2023, the district court filed an order addressing the parties' cross motions. In the order, the district court concluded that wife had violated the January 2023

order, without a good faith reason, by (1) failing to provide necessary paperwork, with the proper valuation date, to transfer the State Farm benefit, (2) failing to execute the assignment of Conrad LLC with the court-ordered effective date, (3) failing to deliver the ring that husband purchased, and (4) insisting on receiving all the proceeds of the \$4,500 purchase price for the Wyndham timeshare rather than splitting the proceeds equally. Judgment was entered on the October 5, 2023 order on December 22, 2023.

To address these violations, the district court first ordered wife to provide the proper documents to transfer the State Farm benefit, fully executed, to husband within ten days, and that the documents include language allowing husband to list a beneficiary. Second, the district court ordered wife to execute the assignment of Conrad LLC to the parties' son with the January 22, 2022, effective date, within ten days, and to pay \$5,259.31 in expenses to husband for the Conrad LLC and JMCL LLC properties. Third, the district court required wife to deliver the correct ring to husband within ten days of the order. Fourth, the district court ordered wife receive half of the \$4,500 purchase price for the Wyndham timeshare, noting that "[a]ll other valuations of the parties' assets were divided between them." Lastly, the district court awarded husband conduct-based attorney fees and costs.

Wife appeals.

DECISION

In a self-represented brief, wife asks this court to vacate the October 2023 order and the resulting judgment. Wife argues that the district court abused its discretion by improperly modifying the August 2021 dissolution judgment and decree. Wife also argues

that the district court abused its discretion by awarding conduct-based attorney fees. We consider each argument in turn and conclude that neither is persuasive.

I. The district court did not modify the division of marital property in the dissolution judgment and decree.

Wife argues that the district court impermissibly changed the property division set forth in the dissolution judgment and decree through various provisions of the January 2023 order and the October 2023 order. Husband argues that neither order modified the division of property. We agree with husband.¹

While a district court may not modify a final property division except in limited circumstances not applicable here, “it may issue orders to implement, enforce, or clarify the provisions of a decree, so long as it does not change the parties’ substantive rights.” *Redmond v. Redmond*, 594 N.W.2d 272, 275 (Minn. App. 1999); see Minn. Stat. § 518.145, subd. 2 (2022) (providing for reopening of a dissolution judgment and decree for specified reasons within a reasonable time or, for certain reasons, within a year of entry of the judgment and decree). A district court may interpret or clarify ambiguous or indefinite

¹ Husband also argues that any challenge to the January 2023 order is not properly before this court because the January 2023 order is a final order and the time for appeal of that order expired before wife filed the current appeal. Husband’s argument, however, does not consider that the January 2023 order expressly reserved the issue of attorney fees, and the district court did not decide the issue until the October 2023 order. Consequently, the January 2023 order was not final for appeal purposes until the October 2023 order was filed and judgment entered on that order. See *Baertsch v. Baertsch*, 886 N.W.2d 235, 239 (Minn. App. 2016) (finding the time for appeal had not commenced after the district court granted husband’s motion for conduct-based attorney fees but had not yet entered judgment as to the amount). Accordingly, wife’s arguments regarding the January 2023 order are properly before us. But, as discussed in the body of the opinion, none of her arguments merit reversal.

terms in a dissolution judgment, and clarification of an ambiguous provision does not constitute an amendment of the judgment. *Hanson v. Hanson*, 379 N.W.2d 230, 232 (Minn. App. 1985). A district court properly enforces the judgment and decree when its orders are designed to fairly implement the judgment and decree. *See id.* at 232-33. But an order implementing, enforcing, or clarifying provisions of the dissolution judgment and decree is impermissible if it has the effect of modifying the dissolution judgment and decree by giving one party “more or less” than they received under the original property division. *See id.* at 233.

We review a district court’s order to clarify and enforce the terms of a dissolution judgment and decree for an abuse of discretion. *Nelson v. Nelson*, 806 N.W.2d 870, 871 (Minn. App. 2011). “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)).

Wife argues that the district court abused its discretion by modifying the dissolution judgment and decree as it relates to (1) the State Farm Benefit, (2) the Wyndham Timeshare, (3) the Conrad LLC and JMCL LLC properties, and (4) the ladies 14k yellow-gold diamond ring. We address wife’s arguments in turn.

State Farm Benefit

The August 2021 dissolution judgment and decree states “[husband] is awarded one-half interest in [wife’s] State Farm Termination Agreement benefit.” Further, the judgment and decree states “[t]he benefit shall be transferred to [husband] pursuant to a

[QDRO] or other document deemed necessary by State Farm.” By January 2023, more than a year after entry of the dissolution judgment and decree, wife had not completed the necessary documentation to transfer one-half of the State Farm benefit to husband. As a result, in the January 2023 order, the district court ordered wife’s attorney to provide the executed documents for the State Farm benefit to husband’s attorney within ten days of filing of that order. The district court also ordered that the documentation be amended “to provide for a valuation date of September 13, 2021,” which is 31 days after the dissolution judgment and decree was entered.

In the October 2023 order, the district court found that wife still had not provided the executed documents for the State Farm benefit to husband’s attorney. Due to wife’s lack of compliance, the district court ordered wife’s attorney to complete the necessary “paperwork,” fully executed by wife, within ten days of the filing of the October 2023 order. The order also specified that the paperwork transferring husband’s interest “shall be drafted to include language” allowing husband to list a beneficiary for his share of the benefit as requested in husband’s contempt motion.

Wife argues that the district court modified the provisions of the dissolution judgment and decree relating to the State Farm benefit by (1) specifying in the January 2023 order that the valuation date for the State Farm benefit is September 13, 2021, and (2) requiring in the October 2023 order that the documents transferring husband’s share of the benefit be amended to allow husband to list a beneficiary should he predecease wife.

We first address the valuation date. We conclude that the inclusion of the valuation date in the January 2023 order did not modify the dissolution judgment and decree. Instead,

inclusion of the valuation date clarified the terms of the dissolution judgment and decree. A dispute arose between the parties as to the proper valuation date because the term was not expressly stated in the dissolution judgment and decree. In resolving the dispute, the district court clarified that, when it entered the dissolution judgment and decree, it intended the valuation date to be the date the QDRO was to be submitted under the judgment and decree—specifically, September 13, 2021. The addition of the valuation date did not provide either party more or less than was originally provided under the judgment and decree, because the parties are each still entitled to one-half interest in the benefit as required by the dissolution judgment and decree.² Accordingly, we conclude that the addition of the valuation date did not modify the terms of the judgment and decree. *See Hanson*, 379 N.W.2d at 232-33.

With regard to wife’s argument about the beneficiary language, we conclude that the district court did not modify the judgment and decree by requiring the inclusion of this language, but rather the language was necessary to enforce the terms of the judgment and decree. The dissolution judgment and decree states that husband is to “receive one half interest” in the State Farm benefit but does not specify whether husband would be allowed to list a beneficiary. If husband were not able to list a beneficiary, husband would not receive a “one half interest” should he happen to die before wife. Such a result would be

² Wife did not raise at the district court, and does not argue on appeal, that the valuation of the State Farm benefit should be governed by Minnesota Statutes section 518.58, subdivision 1 (2022). Thus, any argument based on this statutory provision is forfeited. *See Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) (holding that appellate courts must only consider arguments that were “presented and considered” by the district court (quotation omitted)).

inconsistent with the language of the judgment and decree that husband “receive one half interest” in the State Farm benefit. Thus, the district court properly implemented the dissolution judgment and decree when it required the document transferring the State Farm benefit to allow husband to list a beneficiary. *See id.* at 233.

Wyndham Timeshare

The dissolution judgment and decree states, “the parties are the owners of a Wyndham Time Share, . . . which they agree shall be sold and the proceeds divided equally between the parties.” In the January 2023 order, the district court noted that both parties had made offers to purchase the timeshare, but no agreement was reached. The court further found that husband “last offered \$4,500” and accordingly the district court ordered that husband “shall have the option to purchase the timeshare for the sum of \$4,500.” In the October 2023 order, the district court noted that the parties disagreed as to whether the purchase language from the January 2023 order “means [wife] receives \$4,500 or half that amount.” The district court concluded that, consistent with how all other assets were valued and divided under the judgment and decree, “a purchase price of \$4,500 for the Wyndham timeshare would mean that [wife] would be entitled to half that amount.” Wife argues that this language in the October 2023 order providing that wife is entitled to half of the \$4,500 rather than the full amount impermissibly modified the dissolution judgment and decree.

We conclude that the language in the October 2023 order clarifies and enforces, rather than modifies, the dissolution judgment and decree’s provision for equal division of the proceeds from the sale of the Wyndham timeshare. As noted above, the dissolution

judgment and decree states that the proceeds of the sale of the Wyndham timeshare shall be “equally divided by the parties.” Equal division of the \$4,500 sale price for the Wyndham property is consistent with the property division of other assets subject to sale under the judgment and decree. This is apparent in the January 2023 order, wherein the parties purchased certain assets and the district court calculated an equalization payment to divide the purchase price between the parties. And the January 2023 order did not modify the dissolution judgment and decree but rather it set the purchase price (or valuation) for the timeshare at \$4,500 when it specified that husband could purchase the timeshare at that price. Thus, the district court’s order that wife receive half of the \$4,500 purchase price fairly implements the judgment and decree and ensures that no party gets more or less under the dissolution judgment and decree. *See id.* at 232-33.

Conrad LLC and JMCL LLC

The dissolution judgment and decree states that a rental property “shall be retained by Conrad Properties, LLC, for transfer to the minor child when he becomes an adult.” The dissolution judgment and decree also ordered the immediate sale of the properties held by JMCL LLC. Wife argues that the January 2023 order modified the dissolution judgment and decree by (1) requiring the Conrad LLC transfer occur effective January 22, 2022, and (2) ordering that wife would be solely responsible for expenses related to the Conrad LLC and JMCL LLC properties after January 1, 2022. Neither provision of the January 2023 order modifies the dissolution judgment and decree.³

³ Neither party argues that the district court lacked authority to include provisions regarding the division of corporate assets, and their related expenses, in the judgment and decree, nor

With regard to the Conrad LLC property, the district court included the language regarding the transfer date in the January 2023 order because the parties disagreed about implementation of this provision. Husband argued that the transfer was to occur on the son's eighteenth birthday (which was on January 22, 2022), and wife argued that the transfer should occur when the son graduated from high school in May 2022, because she felt that the son "was not mature enough to handle a rental property" when he turned eighteen. In the January 2023 order, the district court found that wife had intentionally delayed the transfer of the property beyond the son's eighteenth birthday and unilaterally chose the son's graduation date to transfer the property, even though wife knew her actions were contrary to the terms of the dissolution judgment and decree. To address wife's lack of compliance, the district court specified that the effective date of the transfer would be January 22, 2022, the child's eighteenth birthday. The inclusion of the effective date did not result in either party receiving more or less than contemplated under the judgment and decree because the property was not to be retained by either party. The district court simply removed all doubts about the meaning of the otherwise unambiguous phrase "when he becomes an adult." Thus, this clarification was not an abuse of discretion as it did not modify the judgment and decree. *See id.* at 232.

In addition to ordering that the Conrad LLC property be assigned to the minor child when he became an adult, the August 2021 dissolution judgment and decree required wife

do the parties contend that the district court lacked authority to award property to a nonparty child. Consequently, we do not address the district court's authority in this regard.

to list the JMCL LLC properties for sale immediately. In the January 2023 order, the district court found that wife had completed neither. Continued ownership of the Conrad LLC and JMCL LLC properties exposed the parties to expenses related to the properties not contemplated by the dissolution judgment and decree. To address this situation, the district court ordered any expenses related to the Conrad LLC and JMCL LLC properties after January 1, 2022, would be the sole responsibility of wife. Ordering wife to be solely responsible for these expenses fairly implements the judgment and decree because wife was responsible for the delay in the sale of the properties giving rise to the expenses. *See id.* at 233. Furthermore, because the expenses were not contemplated by the dissolution judgment and decree, ordering that wife be responsible for the expenses does not give her “more or less” under the judgment and decree. *See id.* at 232-33.

Wife also argues that the district court erred in its award of \$5,259.31 for expenses related to the Conrad LLC and JMCL LLC properties to husband. Wife challenges \$647.12 in expenses paid from the Conrad LLC account. She argues that husband should not be reimbursed for those expenses because the expenses were paid from the Conrad LLC account that both parties had access to, and husband had already withdrawn his division of the funds. So, in effect, the \$647.12 in expenses that husband paid came from wife’s funds. Husband concedes that the record does not support his request for \$647.12 of expenses paid out of the shared Conrad LLC account. But, regarding the remaining expenses paid out of the JMCL LLC account, the record does support an award of expenses from that account. The record shows that the parties received an equal division of the funds out of the JMCL LLC account. Thus, any expenses paid out of that account by husband did not

impact wife's division. Therefore, we agree that it is appropriate to modify the district court's award of \$5,259.31 in expenses for the Conrad LLC and JMCL LLC properties downward by \$647.12, resulting in an award of \$4,612.19 in expenses for these properties.

Ladies 14K Yellow-Gold Diamond Wedding Ring

The dissolution judgment and decree lists items of personal property, including the “[l]adies 14K yellow-gold diamond wedding ring” that the parties agreed “shall be sold and the proceeds divided equally between” them. In the January 2023 order, the district court awarded husband the “[l]adies 14K yellow-gold diamond wedding ring” for \$1,000 and ordered wife to deliver the ring to husband within ten days. In the October 2023 order, the district court found that wife had delivered a “heart-shaped ring” to husband, which was not a ring specified in the January 2023 order. Consequently, the October 2023 order directed wife to deliver the correct ring.

Wife argues that the district court abused its discretion when it found, in the October 2023 order, that wife had delivered the incorrect ring. To support her argument, wife offers an appraisal of the heart-shaped ring that she delivered to husband. But she does not explain how the appraisal demonstrates that she delivered the ring specified by the district court in the January 2023 order—the “[l]adies 14K yellow-gold diamond wedding ring.” Moreover, the appraisal lists the value of several different rings, including a heart-shaped ring and a “[l]adies 14K yellow-gold diamond wedding ring.” Thus, the record supports the district court's findings that the heart-shaped ring is a separate ring from the ring that was to be delivered. In sum, the district court did not clearly err when it found that wife delivered the incorrect ring. Moreover, the language in the October 2023

order requiring wife to deliver the correct ring was intended to implement a provision in the 2021 dissolution judgment and decree regarding the sale of the ring. *See id.* at 233.

For the foregoing reasons, we reject wife’s arguments that provisions of the October 2023 and January 2023 orders modified the August 2021 judgment and decree. We discern no abuse of discretion by the district court in this regard, but we agree that modification of the expense award relating to the Conrad LLC and JMCL LLC properties is appropriate and reduce the award to \$4,612.19.⁴

II. The district court did not abuse its discretion in awarding husband conduct-based attorney fees.

Wife next argues that the district court abused its discretion when it awarded husband conduct-based attorney fees under Minnesota Statutes section 518.14, subd. 1 (2022). We are not persuaded.

Section 518.14, subdivision 1, governs attorney fees and specifies when a party is entitled to fees in a dissolution proceeding. This provision also states that a district court may award “in its discretion, additional fees, costs, and disbursements against a party who unreasonably contributes to the length or expense of the proceeding.” Minn. Stat. § 518.14, subd. 1; *see also Buckner v. Robichaud*, 992 N.W.2d 686, 688 (Minn. 2023) (discussing conduct-based attorney fees when a party unreasonably contributes to the length of dissolution of marriage proceedings). A party unreasonably contributes to the length of

⁴ To the extent that wife also argues that the district court judge who entered the October 2023 order misunderstood the August 2021 judgment and decree because the judgment and decree was signed by a different judge, we decline to consider this argument. Wife offers no legal or factual support for her argument. Therefore, the argument is forfeited. *State v. Bursch*, 905 N.W.2d 884, 889 (Minn. App. 2017).

proceedings when they adopt non-cooperative positions or violate court orders. *See Korf v. Korf*, 553 N.W.2d 706, 711 (Minn. App. 1996); *Burton v. Burton*, 365 N.W.2d 310, 312 (Minn. App. 1985), *rev. denied* (Minn. May 31, 1985).

We review the district court’s award of conduct-based attorney fees for an abuse of discretion. *Gully v. Gully*, 599 N.W.2d 814, 825 (Minn. 1999). The district court has “considerable discretion” in awarding attorney fees, *Beck v. Kaplan*, 566 N.W.2d 723, 727 (Minn. 1997), and we will not disturb the district court’s award of attorney fees absent a clear abuse of discretion, *Erickson v. Erickson*, 452 N.W.2d 253, 256 (Minn. App. 1990). We do not presume error in the district court’s findings, and the burden of proving error rests with “the one who relies upon it.” *Midway Ctr. Assocs. v. Midway Ctr., Inc.*, 237 N.W.2d 76, 78 (Minn. 1975) (quoting *Loth v. Loth*, 35 N.W.2d 542, 546 (Minn. 1949)).

In awarding husband attorney fees, the district court found “the attorney fees and costs were necessarily incurred to enforce the terms of the August 13, 2021, Order and Decree.” Further the district court found “the attorney fees incurred were reasonable in light of the conduct of [wife] that required [husband] to seek the court’s assistance to enforce the January 30, 2023, Order and respond to [wife’s] unfounded counter-motion.”

Wife argues the district court abused its discretion by awarding attorney fees to husband because it ordered the fees “without the court looking at [wife’s] Response to Motion for Contempt and Reply to Opposition Response of Counter-motion.” Further wife contends that her conduct did not cause husband to file a motion for contempt and thus did “unreasonably contribute to the length or expense of the proceeding.” *See* Minn. Stat. § 518.14, subd. 1.

Wife's argument is unavailing. As a preliminary matter, wife does not cite to any relevant legal authority to support her argument and her argument lacks sufficient citation to the record. Arguments presented in summary form, without supporting legal authority, are forfeited. *Bursch*, 905 N.W.2d at 889. While we recognize that wife is self-represented on appeal, "this court has repeatedly emphasized that pro se litigants are generally held to the same standards as attorneys." *Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001). Thus, wife's argument is forfeited.

Even assuming wife's argument is properly before us, we discern no abuse of discretion by the district court in its award of conduct-based attorney fees for several reasons. First, the October 2023 order reflects that the district court considered wife's response to husband's motion for contempt and rejected her argument, concluding that wife failed to comply with the dissolution judgment and decree and the January 2023 order. Second, the district court's order shows that the district court did consider wife's countermotion to husband's motion for contempt and concluded the countermotion was "unfounded." Third, the record supports the district court's determination that husband's motion for contempt was necessary to enforce the dissolution judgment and decree and the January 2023 order. Specifically, the record reflects that wife did not comply with provisions relating to (1) the State Farm benefit, (2) assignment of the Conrad LLC property, (3) the sale of the Wyndham Timeshare, and (4) the ring. While the October 2023 order contained some points of clarification, the record shows that wife's violations of the judgment and decree unreasonably contributed to the length of the proceedings. Finally, wife's argument does not identify any specific fees that were improperly awarded. Instead,

wife's argument is based solely upon a generalized contention which, as discussed above, lacks merit. In sum, wife has not met her burden to demonstrate that the district court abused its discretion when it awarded conduct-based attorney fees and costs.

Affirmed as modified.