

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1751**

In Re the Marriage of:

Ikechukwu H. Aguocha, petitioner,
Appellant,

vs.

Barbara Y. Agbo,
Respondent.

**Filed April 6, 2026
Affirmed
Ross, Judge**

Anoka County District Court
File No. 02-FA-21-720

Larry E. Reed, Law Offices of Larry E. Reed, Minneapolis, Minnesota (for appellant)

Debra J. Hilstrom, Debra J. Hilstrom Attorney at Law, PLLC, St. Paul, Minnesota (for
respondent)

Considered and decided by Worke, Presiding Judge; Ross, Judge; and Bratvold,
Judge.

NONPRECEDENTIAL OPINION

ROSS, Judge

The district court's judgment and decree dissolving the marriage of Ikechukwu
Aguocha and Barbara Agbo awarded sole legal and physical custody of their children to
Agbo, obligated Aguocha to pay child support, and ordered the sale of their marital home.

Aguocha raised five arguments in this appeal from that judgment, contending that the district court improperly authorized his attorney to withdraw as counsel during the dissolution trial and erroneously determined custody, awarded child support, ordered the home sale, and removed Aguocha from the home. Because the district court's factual findings are supported by evidence and those findings in turn support each of the district court's challenged discretionary determinations, we affirm.

FACTS

Ikechukwu Aguocha petitioned the district court in May 2021 to dissolve his four-year marriage to Barbara Agbo. Aguocha was represented by legal counsel at the onset of the three-day dissolution trial, but his attorney informed the court during a week-long recess between the first and second trial days that he was withdrawing as counsel. Aguocha informed the district court before the proceedings began on the second day that his attorney had withdrawn from representing him for nonpayment of attorney fees. Aguocha said that his attorney's decision surprised him, but he did not ask for a continuance and the trial proceeded without objection. The following account summarizes the trial evidence.

The district court heard testimony about child custody. Agbo testified that she served as the children's primary caregiver for their physical, spiritual, and educational needs. Her testimony highlighted that the parties did not agree on significant matters, like school and daycare. She said that Aguocha withheld tuition payments and refused to assist in enrollments. Agbo testified that Aguocha regularly violated court-ordered parenting time by keeping the children for additional overnights. And she said that he domestically

abused her multiple times between 2017 and 2021. Agbo asked the district court for sole legal and physical custody while Aguocha asked for joint legal and physical custody.

The district court also received evidence bearing on child support. Aguocha testified that he was self-employed, and he provided a profit-and-loss statement for the 2023 fiscal year indicating income from his commissions as a real-estate broker and including business-expense deductions from operating his agency. But he refused to disclose his income for the 2017 to 2022 tax years despite his discovery obligation to do so, and he failed to reveal his method for distinguishing personal expenses from business expenses. The district court did not find him credible and drew negative inferences from his omission and discovery failures.

And the district court received testimony about the parties' financial contributions to the marital home and heard their arguments about its disposition. Agbo alone was named on the primary and secondary mortgage on the home, while Aguocha had provided the down payment and made the monthly mortgage payments. Agbo asked the district court to order the home sold to avoid any negative consequences to her credit from any missed payments. Aguocha conceded that the home should be sold, but he wanted the opportunity to refinance it in his name despite acknowledging that he was unlikely to qualify for a loan.

The district court entered a judgment and decree dissolving the marriage. It awarded Agbo sole legal and physical custody of the children. It obligated Aguocha to pay Agbo child support. And in dividing the marital property, it directed the home sold when, after 45 days, Aguocha failed to refinance it in his name.

Aguocha appeals.

DECISION

Aguocha raises five arguments on appeal. He maintains first that the district court should not have allowed his attorney to withdraw from representation. He maintains second that the district court should not have awarded Agbo sole legal and physical custody of the children. He maintains third that the district court miscalculated his child-support obligation. He maintains fourth that the district court inequitably divided the marital property. And he maintains fifth that he should not have been ordered to vacate the marital home for its sale. For the following reasons, his arguments are not convincing.

I

We are unpersuaded by Aguocha's contention that the district court improperly authorized his attorney to withdraw because any issue resulting from the attorney's withdrawal has been forfeited. We do not consider issues not raised to or decided by the district court. *Thiele v. Stich*, 425 N.W.2d 580, 582–83 (Minn. 1988). Although Aguocha now argues on appeal that we should find error in the district court's allowing the trial to proceed without requiring additional prewithdrawal process, he failed to request a continuance or any other relief after he received his attorney's withdrawal notice. After the attorney notified the court and the parties of his intent to withdraw and as trial recommenced on its second day, the district court gave Aguocha the opportunity to raise any concerns about the withdrawal:

THE COURT: This is the Aguocha/Agbo case. Good morning to all. I saw a written filing with the Court that Mr. Anderson had withdrawn. Anything on that, Ms. Hilstrom?

MS. HILSTROM: Thank you, Your Honor. I would just ask that we proceed.

THE COURT: Mr. Aguocha, anything on that? Your attorney withdrew; did you want to comment or say anything about that?

Aguocha answered by saying that he had received the notice of withdrawal the previous day, adding, “It was . . . a surprise to me.” He explained that he had failed to meet his attorney’s demand for payment of an outstanding \$2,500 legal bill, prompting the withdrawal. Responding to the district court’s follow-up inquiry of, “Anything else you want to say that you haven’t told me already,” Aguocha said, “Yes, no, there’s nothing that I could say that I have not said to you now.” The district court appears to have *sua sponte* considered the possibility of a continuance, reading from Minnesota General Rule of Practice 105 that “withdrawal of counsel does not create any right to continuance of any scheduled trial or hearing,” and then observing, “This case has been continued so much, I don’t really have any other choice . . . than to keep going here.”

Now represented by different counsel, Aguocha contends that the district court should have considered whether his trial counsel’s withdrawal met obligations imposed by various rules of professional conduct. *See, e.g.,* Minn. R. Prof. Conduct 1.16(b)(5) (allowing withdrawal when “the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer’s services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled”). And he relies on *Geske v. Marcolina*, 624 N.W.2d 813, 816 (Minn. App. 2001) for his proposition that the district court “should have denied the request to withdraw.” The arguments are unconvincing.

The record lacks any detail sufficient for us even to speculate whether Aguocha’s trial counsel’s withdrawal violated any ethical duty. And our *Geske* opinion merely

recounts as a matter of fact that the referee in that case had not allowed an attorney to withdraw. *Geske*, 624 N.W.2d at 815. Contrary to Aguocha’s characterization, that case says nothing about what a district court “should” do in response to a notice of withdrawal. *Id.* *Geske* certainly does not stand for the proposition that the district court has a duty, *sua sponte*, to prevent an attorney from withdrawing from representation when neither party requests it. Aguocha also cites the comment to Minnesota General Rule of Practice 105, which opines, “Of course, withdrawal or substitution of counsel may be part of a set of circumstances justifying the exercise of the court’s discretion to grant a continuance.” But given Aguocha’s failure to request a continuance and to provide legal support on appeal for the notion that the district court is obligated to grant a continuance when none is requested, we see no basis on which to find error in the district court’s proceeding with trial after Aguocha’s attorney withdrew.

II

Turning to the merits of the district court’s decision, we next address Aguocha’s argument that the district court improperly granted Agbo sole legal and physical custody of the parties’ children. A district court awards custody by rebuttably presuming joint custody when requested by at least one party while considering multiple statutory factors, and it makes findings to explain how the evidence supports each determination. Minn. Stat. § 518.17, subd. 1(a), (b) (2024). Aguocha argues that the district court’s factual findings were insufficient to rebut the presumption of joint custody and to find that he was unwilling to cooperate in child rearing. We review the district court’s determinations for an abuse of discretion, evaluating for clear error whether the record evidence supports its factual

findings. *See Thornton v. Bosquez*, 933 N.W.2d 781, 793–94 (Minn. 2019). The district court’s custody decision survives our review under this standard.

We are unconvinced by Aguocha’s contention that the record was insufficient to rebut the joint-custody presumption.

The court shall use a rebuttable presumption that upon request of either or both parties, joint legal custody is in the best interests of the child. However, the court shall use a rebuttable presumption that joint legal custody or joint physical custody is not in the best interests of the child if domestic abuse, as defined in section 518B.01, has occurred between the parents. In determining whether the presumption is rebutted, the court shall consider the nature and context of the domestic abuse and the implications of the domestic abuse for parenting and for the child’s safety, well-being, and developmental needs. Disagreement alone over whether to grant sole or joint custody does not constitute an inability of parents to cooperate in the rearing of their children as referenced in paragraph (a), clause (12).

Minn. Stat. § 518.17, subd. 1(b)(9). Under this provision, any presumption favoring joint custody is limited to a presumption favoring joint legal custody and is rebuttable. But if domestic abuse occurred, the court must presume that joint legal custody or joint physical custody is *not* in the child’s best interests. In other words, the occurrence of domestic abuse does not simply remove any presumption favoring joint legal custody, it results in removing the rebuttable presumption favoring joint legal custody and establishes a rebuttable presumption against both joint legal custody and physical custody. And whether any presumption against joint legal and joint physical custody have, in a particular case, been rebutted, depends on “the nature and context of the domestic abuse and the implications of the domestic abuse for parenting and for the child’s safety, well-being, and

developmental needs.” *Id.* In this framework, the district court credited the testimony of both parents about domestic abuse. And while Aguocha asserts that these mutual abuse allegations “all had been dismissed by stipulation,” the district court was in the best position to consider whether the allegations were true as a matter of fact. Aguocha’s complaint that the evidence of abuse should not have favored either party since both parties allegedly abused each other does not call the district court’s decision into question; it received evidence of numerous abuse incidents against Agbo, but only a single incident against Aguocha. The parties contextualized these occurrences with photographic evidence, police reports, and testimony indicating that at least one of the children had witnessed the abuse. And although a parent may use *reasonable* corporeal force to correct a child, Minn. Stat. § 609.379, subd. 1 (2024), the district court found that Aguocha’s use of corporeal punishment involved striking the children on the head. We are satisfied that the district court acted within its discretion by concluding that the finding of domestic abuse and the circumstances surrounding the abuse favored choosing Agbo over Aguocha as the children’s sole legal and physical custodian.

We are also unconvinced by Aguocha’s argument that the district court erroneously weighed the parent-cooperation factor against him. The district court considers the parents’ “willingness and ability” to cooperate in child rearing. Minn. Stat. § 518.17, subd. 1(a)(12). Aguocha contends that the district court placed undue weight on his unwillingness to compromise in parental decisions. But the district court identified specific instances of noncooperation in its factual findings, including Aguocha’s refusal to enroll the children in schools or childcare programs or to pay tuition for them. It also referenced his failure to

communicate with Agbo about the children’s well-being. It is not our prerogative on appeal to reweigh disputed evidence or make our own credibility assessments, *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221–22 (Minn. 2021), and the district court’s findings on the issue of custody are supported by evidence in the record. Aguocha has identified no clear error in the findings or abuse of discretion in the district court’s application of those findings to its discretionary custody decision.

III

Especially unpersuasive are Aguocha’s conclusory grievances about the district court’s child-support order. Aguocha offers no financial specifics or citation to any legal authority whatsoever, so it is difficult to comprehend what legal error he expects us to find. He complains that the district court “did not give any consideration to [the] child-support that [he] was already paying,” but he does not suggest what “consideration” should have been given or how that consideration should have affected the child-support calculation. He complains that the district court “did not give any justification for the [child-support] amounts that it ordered,” but he offers no argument and suggests no standard indicating what quality and amount of justification the district court must provide. He recognizes that the district court found his income-related testimony not credible, criticizing that it “gave no reason as to why it was not credible.” But he cites no authority that requires the district court to outline why it disbelieves a testifying witness. Rather than provide any cogent argument or cite any evidence bearing on his income, Aguocha asserts baldly that “it is well-known that” unspecified “changes have occurred in the real estate industry” and that “commissions that are being paid now are different and lower than at the inception of this

case.” These legally and evidentially unsupported and vague assertions fall far short of a good-faith appellate argument warranting serious deliberation as to whether the district court’s decision constituted an abuse of discretion.

IV

Again offering no legal authority in support, Aguocha also asks us to find error in the district court’s order that the marital home be sold and the sale proceeds equally divided between the parties. A district court must make a “just and equitable division” of marital property by considering each spouse’s contributions to the property’s value, Minn. Stat. § 518.58, subd. 1 (2024), and we review its division of marital property for an abuse of discretion, *Rohling v. Rohling*, 379 N.W.2d 519, 522 (Minn. 1986). Aguocha contends that the district court failed to consider his living situation and that he alone provided the down payment and made the mortgage payments. But he does not say how these omissions made the district court’s decision to sell the home and equally distribute the sale proceeds unjust or inequitable. Aguocha theorizes that it would have been “more fair” for the district court to have made a finding of the amount of equity in the home, assigned Agbo a lien on it, and then allowed him time to secure financing to pay Agbo her share. Ultimately, while he maintains that the district court “gave no reasons as to why it decided that [the] home must be refinanced as opposed to giving [Agbo] a lien on the home for the equity,” he gives us no reason why his preferred method is the only just and equitable way to have divided the property. We will not root around in Aguocha’s undeveloped assertions to unearth a legal argument. He has shown no abuse of discretion.

V

We lastly reject Aguocha’s challenge to the district court’s enforcement of its decision to require the home sale. The district court may issue an order to enforce its final dissolution decree “so long as it does not change the parties’ substantive rights.” *Nelson v. Nelson*, 806 N.W.2d 870, 871 (Minn. App. 2011) (quotation omitted). The district court gave Aguocha a 45-day window to refinance the home for titling in his name alone, and it ordered him from the home to facilitate the sale. The legislature has afforded the district court the discretion to “award to either party the right of occupancy of the homestead of the parties, exclusive or otherwise, upon a final decree of dissolution or legal separation or proper modification of it, for a period of time determined by the court.” Minn. Stat. § 518.63 (2024). Aguocha fails to show how the district court’s treatment of the property constitutes an abuse of that discretion. He maintains that he met the deadline by obtaining refinancing through his brother but that the refinancing was thwarted by Agbo’s refusal to sign necessary documents. He does not direct us to any record evidence of this alleged refinancing but, in any event, the district court did not order the sale of the home until after the 45-day period elapsed without its refinancing. The district court acted within its discretion.

Affirmed.