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

**STATE OF MINNESOTA
IN COURT OF APPEALS
A25-0577**

In Re: the marriage of
Patrick Michael Flynn, petitioner,
Respondent,

vs.

Eva Marie Rangitsch,
Appellant.

**Filed April 13, 2026
Affirmed
Florey, Judge***

Washington County District Court
File No. 82-FA-22-5516

Mark A. Olson, Olson Law Office, Apple Valley, Minnesota;

Rodney H. Jensen, Jensen Law Offices, Edina, Minnesota (for respondent)

Sean P. Stokes, Law Offices of Sean P. Stokes, PLLC, Stillwater, Minnesota (for appellant)

Considered and decided by Bentley, Presiding Judge; Beane, Judge; and Florey,
Judge.

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

NONPRECEDENTIAL OPINION

FLOREY, Judge

In this dissolution-of-marriage case involving the division of property, appellant challenges (1) the district court's determination that the antenuptial agreement was valid and enforceable, (2) the arbitration award dividing the parties' property, and (3) the district court's award of need-based attorney fees as to both timing and amount. We affirm.

FACTS

Respondent Patrick Michael Flynn and appellant Eva Marie Rangitsch married on October 16, 2021. The day before the wedding, Flynn and Rangitsch signed an antenuptial agreement. This agreement indicated that, if the marriage dissolved within the first two years, neither Flynn nor Rangitsch would be entitled to spousal maintenance or the other's nonmarital property.

On December 13, 2022, Flynn petitioned to dissolve the marriage. Rangitsch moved the district court to find the antenuptial agreement invalid and to award her attorney fees. Rangitsch argued that the antenuptial agreement was invalid because Flynn did not properly disclose his assets, she did not have an opportunity to consult with an attorney of her choosing, and the agreement was substantively unfair and unconscionable.

The district court held a hearing on the matter. Flynn testified that, when he proposed, he told Rangitsch that the marriage was conditioned on an antenuptial agreement. She agreed, and they became engaged. The parties received the first draft of their antenuptial agreement twelve days before the wedding and discussed it several times

before the ceremony. According to Flynn, Rangitsch never said she would not sign this agreement.

Flynn further testified that he advised Rangitsch to retain her own attorney. She selected an attorney but did not meet with the attorney until two days before the wedding. Rangitsch and her attorney requested several revisions to the antenuptial agreement; all but one were accepted. Flynn testified that he told Rangitsch the wedding could be postponed if she was uncertain about signing the agreement and that they could still hold the reception and explain to guests that the outdoor ceremony was canceled due to cold weather. Rangitsch signed the antenuptial agreement the day before the wedding. The agreement included “Exhibit A,” which purported to provide a full and fair disclosure of Flynn’s income, assets, and liabilities.

Contrarily, Rangitsch testified that she was unaware of any antenuptial agreement until five days before the wedding. Flynn had found her an attorney and scheduled an appointment when the lawyer she wanted was not available. According to Rangitsch, she never reviewed the antenuptial agreement. She further testified that, the day before the wedding, Flynn rushed her to sign the antenuptial agreement. Rangitsch stated she felt pressured to sign because she knew the marriage would not occur without it, she loved him, and she couldn’t cancel the wedding the day before. Finally, Rangitsch asserted that she was not aware of the financial documents included in this agreement.

The district court concluded that the antenuptial agreement was valid. In its findings of fact, the district court determined the following. Rangitsch knew of the desired antenuptial agreement in advance. With the help of his accountant and other staff, Flynn

disclosed his assets, income, and liabilities in the antenuptial agreement. An attorney was retained for Rangitsch; the attorney met with Rangitsch in private, proposed several changes to this agreement, and those changes were incorporated. Flynn told Rangitsch that they could postpone the wedding and still have the reception for the guests if Rangitsch was unsure about signing the agreement. The antenuptial agreement stated that Flynn and Rangitsch had access to all underlying documents supporting the asserted disclosures. Finally, the district court found that Rangitsch's testimony to the contrary was not credible.

The district court concluded that Rangitsch did not meet her burden of showing that she did not have a meaningful opportunity to consult with an attorney of her choice or that Flynn did not fully and fairly disclose his earnings and assets, and the antenuptial agreement was not unconscionable or oppressive. The district court reserved the parties' attorney-fees motions pending a second evidentiary hearing.

Thereafter, Rangitsch's first attorney withdrew due to her inability to pay attorney fees. Rangitsch, now representing herself, stipulated with Flynn to binding arbitration on the issues of marital and nonmarital personal property. Several months later, Rangitsch hired a new attorney and renewed her need-based attorney fees request. Rangitsch stated she owed the first attorney approximately \$22,337.75, and the second attorney \$9,970.

The district court awarded Rangitsch \$21,138.88 in need-based attorney fees—\$11,168.88 for her first attorney and \$9,970.00 for her second attorney. The award was based on the district court's finding that Rangitsch lacked the means to pay her fees, Flynn had the ability to pay, and without an award of fees, Rangitsch would not have had meaningful representation in challenging the validity of the antenuptial agreement.

Flynn and Rangitsch proceeded to arbitration. After the arbitrator issued his initial award, Flynn identified ambiguities in the award and moved the arbitrator to clarify and amend it. Rangitsch received notice of the motion by both Flynn and the arbitrator. Although Rangitsch objected to paying any additional fees caused by the amendments, there was no response or objection to Flynn’s proposed amendments.

While the arbitrator was awaiting Rangitsch’s response to the request to amend the arbitration award, Flynn moved the district court to hold Rangitsch in contempt for failing to comply with the arbitration award. The district court scheduled a hearing.

Because the hearing to enforce the arbitration award was scheduled, the arbitrator issued an amended award. The arbitrator awarded Flynn: all property listed in “Exhibit A” of the antenuptial agreement, \$13,000,¹ several pieces of furniture, several vehicles, a piano, and all property currently in his possession, and all other property not awarded to Rangitsch. The arbitrator awarded Rangitsch: all property listed in “Exhibit B” of the antenuptial agreement, several pieces of jewelry, the wedding ring, and all property currently in her possession, and all other property not awarded to Flynn.

After the amendment, Flynn moved the district court to confirm the binding arbitration award. Following the scheduled hearing, the district court denied Flynn’s contempt-of-court motions. Thereafter, Rangitsch sent correspondence to the district court stating that she did not oppose confirming the arbitration award and recognized that “the

¹ In 2016, Rangitsch issued a promissory note to Flynn stating she would pay back \$23,000 she borrowed—\$10,000 for “[h]ome [f]urnishings” and \$13,000 for attorney fees from a prior divorce.

statutory deadline for the parties to seek relief [regarding the arbitration award] has long expired.” The district court confirmed the binding arbitration award.

Rangitsch appeals.

DECISION

The Antenuptial Agreement

Rangitsch argues the district court erred as a matter of law in its conclusion that the antenuptial agreement was valid and enforceable.² “Whether an antenuptial agreement is valid is a question of law subject to de novo review.” *Siewert*, 691 N.W.2d at 506.

“Antenuptial agreements must be fair, both procedurally and substantively.” *Kremer v. Kremer*, 912 N.W.2d 617, 621 (Minn. 2018). Common law governs substantive fairness; statute and common law govern procedural fairness. *Id.* at 622 n.3, 624. Regarding procedural fairness, Minnesota Statutes section 519.11, subdivision 1 (2020),³ establishes a safe-harbor provision stating that, if each party’s earnings and property were fully and fairly disclosed, and the parties have had an opportunity to consult with legal counsel of their own choice, the provisions addressing nonmarital property are automatically valid. *See also Kremer*, 912 N.W.2d at 624-25 (concluding same for 2016

² Flynn argues that this issue is not reviewable because Rangitsch did not preserve the issue for appeal. However, this court can review a district court’s decision that an antenuptial agreement is valid and enforceable because it affected the final judgment of property distribution. *See Siewert v. Siewert*, 691 N.W.2d 504, 505-06 (Minn. App. 2005), *rev. denied* (Minn. May 17, 2005).

³ The legislature amended the statute governing antenuptial agreements in 2024. *See* 2024 Minn. Laws ch. 101, art. § 1. The amended statute “applies to all antenuptial and postnuptial agreements executed on or after August 1, 2024.” Minn. Stat. § 519.11, subd. 6 (2024). The parties to this appeal executed their antenuptial agreement in 2021. Thus, the current statute is not relevant here.

version of the Minn. Stat. § 519.11, subd. 1). Additionally, courts use a common-law four-factor balancing test to determine if an antenuptial agreement is procedurally fair:

(1) whether there was fair and full disclosure of the parties' assets; (2) whether the agreement was supported by adequate consideration; (3) whether both parties had knowledge of the material particulars of the agreement and how those provisions impacted the parties' rights in the absence of the agreement; and (4) whether the agreement was procured by an abuse of fiduciary relations, undue influence, or duress.

Kremer, 912 N.W.2d at 625-26. Substantive fairness is determined by whether the antenuptial agreement is unconscionable or oppressive. *Id.* at 623. The challenger bears the burden of showing the antenuptial agreement is invalid under both statute and common law. *See id.* at 627.

Here, the district court's findings of fact are supported by evidence in the record. Rangitsch fails to provide a sufficient argument for why the district court's findings are erroneous. We will uphold the district court's findings of fact unless there is a "definite and firm conviction that a mistake has been made," and defer to its credibility determinations. *Prahl v. Prahl*, 627 N.W.2d 698, 702 (Minn. App. 2001).

The district court found that Rangitsch had an attorney, who met with her in private, and was successful in making changes to the antenuptial agreement on her behalf. The district court also found that, with the help of his accountant and other staff, Flynn properly disclosed his assets, liabilities, and income in the agreement. Further, the antenuptial agreement provided access to all underlying documents supporting asserted assets, liabilities, and income disclosures. These facts support the conclusion that the antenuptial agreement met the statutory safe-harbor provision.

The district court also found that Rangitsch knew about the antenuptial agreement for a significant period of time before signing, and that before signing, Flynn offered to postpone the ceremony and still hold a reception for the guests if Rangitsch did not feel comfortable signing the antenuptial agreement.⁴ These factual findings, when taken together, support the conclusion that Rangitsch failed to meet her burden of showing that the antenuptial agreement was invalid. Indeed, the factual findings support the conclusion that the antenuptial agreement was procedurally and substantively fair under the common law. The district court did not abuse its discretion in concluding that the antenuptial agreement was valid and enforceable.

Arbitration and Property Division

Rangitsch challenges the arbitration award regarding the division of property, arguing that it failed to consider evidence that Flynn mixed his nonmarital property into the marital property, resulting in an “unconscionable outcome.” A party may move the district court to vacate, modify, or correct an arbitration award. Minn. Stat. § 572B.23-.24 (2024). The party must make such a motion no later than 90 days after they receive notice of the award. *Id.* Failure to move the district court to vacate the award “prevents judicial review of the award.” *Abd Alla v. Mourssi*, 680 N.W.2d 569, 573 (Minn. App. 2004) (citing *Wacker v. Allstate Ins. Co.*, 251 N.W.2d 346, 349-50 (Minn. 1977)).

⁴ The finding is based on a credibility determination by the district court. We are required to give deference to the district court’s credibility assessments and determinations. *Sefkow v. Sefkow*, 427 N.W.2d 203, 210 (Minn. 1988).

Here, Rangitsch did not challenge the arbitrator’s award or seek to vacate it in the district court. In fact, Rangitsch sent correspondence to the district court stating that she does not oppose confirming the arbitration award and that her ability to challenge it had “long expired.” Thus, this challenge is waived.

Need-Based Attorney Fees

Rangitsch claims that the district court abused its discretion in granting her need-based attorney fees. Specifically, Rangitsch argues that the amount granted by the district court was inadequate and the timing of the grant prevented her from protecting her interests. We apply “an abuse-of-discretion standard” in reviewing a district court’s award of need-based attorney fees. *Backman v. Backman*, 990 N.W.2d 478, 489 (Minn. App. 2023) (citing *Gully v. Gully*, 599 N.W.2d 814, 825 (Minn. 1999)).⁵

A district court “shall”⁶ award attorney fees, costs, and disbursements necessary to carry on or contest marriage dissolution proceedings if it finds:

⁵ This court has previously concluded that it reviews a district court’s award of need-based attorney fees for an abuse of discretion. However, we recognize that this standard could be at odds with Minn. Stat. § 518.14, subd. 1 (2024), which states that the district court “shall” award attorney fees if statutory requirements are met. *See Kremer v. Kremer*, 889 N.W.2d 41, 55 (Minn. App. 2017) (recognizing potential contradiction between *Gully*, 599 N.W.2d at 825 and Minn. Stat. § 518.14, subd. 1), *aff’d*, 912 N.W.2d 617 (Minn. 2018); *see also* Minn. Stat. § 645.44, subd. 16 (“‘Shall’ is mandatory.”). However, because the district court awarded need-based attorney fees to Rangitsch and the issue here concerns only the amount and timing of those fees, we leave this discrepancy for another day. *See* Minn. Stat. § 518.14, subd. 2 (2024) (recognizing district court “may” award attorney fees “at any point in the proceeding”).

⁶ Our quoting the statutory language that the district court “shall” award attorney fees does not express any opinion whether the district court *must* award attorney fees. *See generally Geske v. Marcolina*, 624 N.W.2d 813, 816-17 n.1 (Minn. App. 2001) (noting caselaw tension over whether Minn. Stat. § 518.14, subd. 1 requires need-based fee awards). Because the parties did not argue or address this issue, we do not address it here.

(1) that the fees are necessary for the good faith assertion of the party's rights in the proceedings and will not contribute unnecessarily to the length and expense of the proceedings;

(2) that the party from whom fees, costs, and disbursements are sought has the means to pay them; and

(3) that the party to whom fees, costs, and disbursements are awarded does not have the means to pay them.

Minn. Stat. § 518.14, subd. 1. "Fees, costs, and disbursements provided for in this section . . . may be awarded at any point in the proceeding." Minn. Stat. § 518.14, subd. 2.

Here, the district court required Flynn to pay Rangitsch approximately \$21,138.88 for need-based attorney fees. Rangitsch does not provide any substantive argument that the district court abused its discretion in this grant. Nor does the record reflect any abuse of discretion. Further, Minnesota Statutes section 518.14, subdivision 2, allows the district court to grant attorney fees at any point in the proceeding. The record does not support Rangitsch's assertion that the district court's granting of attorney fees later than she wanted prevented her from protecting her interests. Rangitsch had attorney representation during all vital parts of the proceedings, including her challenge to the validity of the antenuptial agreement, during arbitration, and during the contempt-of-court hearing. The district court did not abuse its discretion in the timing and amount of attorney fees granted.

Affirmed.