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STATE OF MINNESOTA
IN COURT OF APPEALS
A25-0601

In re the Marriage of:

John A Laumann, petitioner,
Respondent,

vs.

Kelly M Laumann,
Appellant.

Filed December 1, 2025
Affirmed
Harris, Judge

Hennepin County District Court
File No. 27-FA-19-2719

Bridget R. Landry, Cordell Law, LLP, Edina, Minnesota (for respondent)

Louise C. Rogness, Jennifer J. Grembowski, Rogness & Field, P.A., Oakdale, Minnesota (for appellant)

Considered and decided by Harris, Presiding Judge; Connolly, Judge; and Schmidt, Judge.

NONPRECEDENTIAL OPINION

HARRIS, Judge

In this marital dissolution appeal, appellant-wife challenges the district court's order (1) denying her motion to address survivorship benefits available under respondent-husband's pension plan, (2) awarding husband conduct-based attorney fees, and (3) refusing to enforce the arbitration decision. We affirm.

FACTS

Background

Appellant-wife Kelly M. Laumann and respondent-husband John A. Laumann were married in 1988. In April 2019, husband filed a petition for dissolution of marriage. The district court held a trial in December 2019 and March 2020.

In May 2020, the district court awarded wife temporary spousal maintenance in the amount of $1,500 per month until husband's "bona fide retirement age at 65." The district court also awarded wife her interest in the Franklin Templeton Rollover IRA and the Putnam Roth IRA, and one-half the marital value of husband's deferred compensation plan, his Minnesota Public Employees Retirement Association (PERA) pension, and his Central Pension Fund. Husband was awarded "all right, title, and interest in the remainder" of his retirement accounts.

One month later, wife moved for amended findings or a new trial, requesting that the district court consider, in relevant part, the division of omitted assets (husband's sick-leave pay and flex-leave pay), need-based attorney fees, modifying the cash property equalizer, and requiring husband to designate wife as the beneficiary of life insurance. Wife did not argue that husband's pensions or pension benefits were an omitted marital asset subject to equitable division. The district court denied wife's motion.

In October 2020, wife appealed to this court, arguing that the district court (1) clearly erred in its findings of fact, (2) divided marital property in an inequitable manner, (3) awarded her an insufficient amount of spousal maintenance, (4) should have included husband's flex- and sick-leave pay in the property division, and (5) should have awarded her need-based attorney fees and granted her continuance request. In May 2021, this court affirmed in part, reversed in part, and remanded to the district court to reopen the record and reconsider the division of property, and the requests for need-based attorney fees and an increase in the amount of spousal maintenance. *Laumann v. Laumann*, A20-1373, 2021 WL 2069959, at *3-4 (Minn. App. May 24, 2021).

On remand in August 2021, the district court scheduled a hearing to address wife's spousal maintenance and request for attorney fees. Wife also requested that the district court expand the hearing to include arguments relating to property division. The district court denied wife's motion to expand the hearing. In response, wife petitioned this court for a writ of mandamus seeking to compel the district court to reopen the record and reconsider the property division. In April 2022, this court denied wife's petition but instructed the district court to "either reopen the record on remand and reconsider the property division . . . or it shall provide a thorough analysis supporting its decision refusing to do so." In June 2022, the district court reopened the record to reconsider the property division.

In late October 2022, the district court heard testimony from both parties concerning, in relevant part, the retirement interests, the division of equity in the homestead, spousal maintenance, and attorney fees. And in December 2022, the district court awarded wife permanent spousal maintenance in the amount of $1,700 per month. The district court also ordered an equal division of both parties' retirement interests, including wife's Franklin Templeton IRA and Putnam Roth IRA, and husband's Deferred Compensation Plan, PERA, Central Pension Fund, and Nationwide Retirement Plan. It also provided that both parties would split the cost of a neutral expert to prepare a Qualified Domestic Relations Order (QDRO).

In January 2023, wife moved for a new trial, arguing there was a substantial change in the marital value of husband's homestead since the date of valuation. Husband filed a responsive motion and requested the district court to (1) deny wife's motion in its entirety, (2) award husband conduct-based attorney fees because wife's actions unnecessarily contributed to the length and expense of the proceedings, and (3) order wife to remove her personal property from the homestead consistent with the December 2022 decree. In April 2023, the district court denied wife's motion for a new trial. It also corrected and reduced the equalizer that husband owed to wife, from $50,690.42 to $48,385.25, and denied both parties' requests for conduct-based attorney fees. The district court issued an amended order and entered judgment on May 2, 2023.

Binding Arbitration

In November 2023, husband and wife entered arbitration to equitably divide certain property. According to the amended arbitration decision, wife was given until March 9, 2024, to remove her awarded personal property from husband's homestead. The arbitrator also provided that "[a]ny items not moved during the move shall be deemed abandoned and may be disposed of by [husband]."

According to husband's affidavit, he organized wife's personal property "on the porch, in the driveway, and arranged on tables for her to easily take." Husband stated that wife "picked over the items and took what she wanted" and that "there were items awarded to [wife] at arbitration that she did not take." Wife's affidavit explained that, on March 9, 2024, she attempted to collect her personal property but was "prevented from accessing some items, because they were locked in the garage and house." On March 15, 2024, wife's counsel emailed the arbitrator explaining that she was locked out of the garage and unable to retrieve personal property and that some of the items she did retrieve were destroyed or damaged. Husband later sold the homestead and disposed of wife's personal property that was left behind.

The arbitrator closed the matter in October 2024, noting that wife received her personal property on March 9, 2024. The arbitrator added that over seven months has passed since then and she had not received any additional claims from wife.

March 2025 Amended Order

In July 2024, husband's counsel emailed wife's counsel explaining that he reached out several times about moving forward with the QDROs but still had not heard back. Wife's counsel replied that she received the emails but had been unable to connect with wife about the QDROs. By November 2024, the retirement accounts remained undivided.

In January 2025, because the retirement accounts were still not divided, husband motioned the district court to (1) enforce the division of retirement benefits, (2) deny the award of survivorship benefits and other property to wife except the property specifically stated in its 2023 decree, (3) order that if wife predeceases husband, his PERA payments revert to him, and (4) award husband conduct-based attorney fees. Husband specifically argued that wife forfeited her claim to any award of survivor benefits under the doctrine of collateral estoppel because she failed to raise the argument at trial, through her post-decree motions, on appeal, and on remand. Husband requested $999 in conduct-based attorney fees for the cost of filing the motion in response to wife's request of survivorship benefits.

Also in January 2025, wife moved the district court to (1) enforce the 2023 order as it related to the division of proceeds of the sale of certain items, (2) enforce the arbitration decision requiring the transfer of certain items not made previously available, and (3) clarify that husband be required to name wife as a survivor beneficiary under his pension benefits.

The district court first determined that, under Minnesota Statutes section 518.581 (2024), "the [c]ourt may award a former spouse all or part of a survivor benefit. This is permissive not mandatory." The district court denied wife's request for survivorship benefits. It concluded that: (1) wife waived her claim because she did not raise the argument at trial, (2) wife's argument was procedurally barred by the doctrine of collateral estoppel, and (3) awarding wife survivorship benefits would improperly modify the decree by affecting husband's substantive property award.

As it relates to the arbitration decision, the district court found that wife failed to show "that she attempted to retrieve her items before the final date of March 23, 2024. Therefore, [husband] was entitled to dispose of any remaining items pursuant to the arbitrator's order." Finally, the district court found that wife contributed to the length and expense of the proceedings by "failing to cooperate in the division of the parties' retirement accounts," and, as a result, granted husband's request for $999 in conduct-based attorney fees. Wife appeals.

DECISION

I. The district court did not abuse its discretion when it denied wife an award of survivorship benefits available under husband's pension plan.

Wife argues that the district court abused its discretion by determining that (1) her request for survivorship benefits constituted an improper modification of the dissolution judgment, and (2) that she forfeited her right to request survivorship benefits.

"Upon a dissolution of a marriage . . . the [district] court shall make a just and equitable division of the marital property of the parties without regard to marital misconduct, after making findings regarding the division of the property." Minn. Stat. § 518.58, subd. 1 (2024). Pension plans are generally divisible as marital property and are to be considered by the district court in dividing property. Minn. Stat. §§ 518.003, subd. 3b, .58 (2024); *Faus v. Faus*, 319 N.W.2d 408, 413 (Minn. 1982).

"District courts have broad discretion over the division of marital property and appellate courts will not alter a district court's property division absent a clear abuse of discretion or an erroneous application of the law." *Sirek v. Sirek*, 693 N.W.2d 896, 898 (Minn. App. 2005). "Findings of fact are clearly erroneous only if the reviewing court is left with the definite and firm conviction that a mistake has been made. If there is reasonable evidence to support the trial court's findings of fact, a reviewing court should not disturb those findings." *Fletcher v. St. Paul Pioneer Press*, 589 N.W.2d 96, 101 (Minn. 1999) (quotation omitted). "We will affirm the [district] court's division of property if it had an acceptable basis in fact and principle even though we might have taken a different approach." *Antone v. Antone*, 645 N.W.2d 96, 100 (Minn. 2002).

Generally, a dissolution decree is final when judgment is entered, subject to the right of appeal. *See Knapp v. Knapp*, 883 N.W.2d 833, 835 (Minn. App. 2016). A party may, however, seek to reopen a judgment and decree pursuant to Minnesota Statutes section 518.145, subdivision 2 (2024). This court has made it clear that "[w]hile a district court may not modify a final property division, it may issue orders to implement, enforce, or clarify the provisions of the decree, so long as it does not change the parties' substantive rights." *Nelson v. Nelson*, 806 N.W.2d 870, 871 (Minn. App. 2011). "An order implementing or enforcing a dissolution decree does not affect the parties' substantive rights when it does not increase or decrease the original division of marital property." *Id.* "Substantive changes in a final property division may only be ordered under the circumstances set forth in section 518.145, subd. 2." *Pooley v. Pooley*, 979 N.W.2d 867, 878 (Minn. 2022).

The Minnesota Supreme Court recently distinguished the difference between reopening a decree under Minnesota Statutes section 518.145, and asking a district court to divide omitted assets not considered in the initial decree. *Id.* at 876 ("If a court's decree is a box that contains everything the parties agreed to *and what the court has approved as equitable*, that box can only be reopened if the factors of section 518.145 are met. But it is not reopening the box to address items that were never inside the box."); *Searles v. Searles*, 420 N.W.2d 581, 583 n.1 (Minn. 1988) ("[T]he claim here is not to change what has been decreed but rather to decide what was left undecided.").

Wife argues, for the first time on appeal, that the survivorship benefits available under husband's pension plans were "omitted from adjudication" and "remain unaddressed and undivided marital property." Thus, she contends that her January 23, 2025 post-decree motion was a request to divide an omitted marital asset rather than modify or reopen a judgment. We are not persuaded.

First, a party cannot raise a new issue on appeal, "[n]or may a party obtain review by raising the same general issue litigated below but under a different theory." *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). Here, wife's January 2025 motion did not argue that the survivorship benefits under husband's pension plans were omitted from the marital property previously divided by the district court. Instead, her January 2025 motion sought to enforce a preexisting division of the survivorship benefits by asking the district court to "clarify" that husband was required to name her as the survivor beneficiary of those benefits. In fact, since the district court issued its final judgment and decree in May 2020, wife has moved for either amended findings or a new trial in June 2020, January 2023, and January 2025. Wife had several opportunities to claim an award of survivorship rights under husband's pension plan, but failed to do so until this appeal. *See Doe 175 by Doe 175 v. Columbia Heights Sch. Dist., ISD No. 13*, 842 N.W.2d 38, 43 (Minn. App. 2014) (stating "if an appellant fails to preserve an argument or issue in district court proceedings, the issue or argument is forfeited and may not be asserted in an appellate court").

Wife argued to the district court that preventing her "from receiving any amount of payment from the [pension] plan in the event that [husband] predeceased" wife would be unreasonable. She also argued that, although the marital value of husband's pension payment would decrease if she were awarded survivorship benefits, she would pay the difference herself so that it does not affect what husband receives. Notably, in district court, wife did not argue or even suggest that the survivorship benefits were marital property that the district court had not previously divided.

Second, assuming that wife did raise the argument at the district court, the district court still did not abuse its discretion when it denied wife's post-decree motion because awarding wife survivorship benefits under husband's pension plans would affect his substantive rights. The 2023 decree addressing husband's pension plans states that, "[u]pon transfer of the funds, [h]usband is awarded the remainder of the plan." In its 2025 decree, the district court admitted that survivorship rights were not addressed at trial, but it nevertheless concluded that such rights would not be awarded to wife because doing so would affect husband's substantive property award. It stated that, "[b]ased on the current Decree, [husband] may choose who he may grant survivorship rights to. Assigning those rights now to [wife] would deprive him of that right when the Court did not award those rights to [wife] at trial." Therefore, awarding wife the survivorship benefits under husband's pension plans would affect his substantive rights by decreasing the original amount of his award.

In sum, wife raises a new theory on appeal after the district court denied her claim for survivorship benefits under husband's pension plans. And assuming that wife did raise the argument at the district court, the district court still did not abuse its discretion when it denied wife's post-decree motion because awarding wife survivorship benefits under husband's pension plans would affect his substantive rights.

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

Wife next argues that the district court abused its discretion when it awarded husband $999 in conduct-based attorney fees. She contends that the district court erroneously concluded that she unnecessarily contributed to the expense of the proceedings below.

District courts have discretion to award "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 (2024). "A conduct-based attorney-fee award is reviewed for an abuse of discretion." *Sanvik v. Sanvik*, 850 N.W.2d 732, 737 (Minn. App. 2014). The party moving for conduct-based attorney fees has the burden of showing that the other party's conduct "unreasonably contributed to the length or expense of the proceeding." *Geske v. Marcolina*, 624 N.W.2d 813, 818 (Minn. App. 2001).

The district court awarded husband $999 in conduct-based attorney fees because wife "contributed to the length and expense of this proceeding by failing to cooperate in the division of the parties' retirement accounts." The district court concluded that, by wife seeking an additional property right under the decree that was not awarded, she "unnecessarily added to [husband's] expenses."

Based on the record evidence, the district court did not abuse its discretion. This litigation has been ongoing for six years, and despite numerous opportunities to request survivorship benefits, wife waited until January 2025 to do so. The record also shows that after the district court's 2023 decree that equitably divided the parties' retirement accounts subject to a QDRO, husband, through counsel, attempted to connect with wife to move forward with the QDROs. Husband first emailed wife's counsel on May 26, 2023, about providers for QDROs and that husband still had not received his father's diamond ring or the vehicle keys that were supposed to be returned to him. After no response, husband's counsel followed up on May 31, 2023. His counsel sent another follow-up email on July 25, 2023, and again on August 9, 2023. Husband's counsel finally received a response from wife's counsel on July 19, 2024. In husband's motion requesting conduct-based attorney fees, he explained "this motion would not have been necessary if [wife] had agreed to complete the QDROs consistent with the property award in the decree."

Given this record, we discern no abuse of discretion by the district court in awarding conduct-based attorney fees.

III. The district court did not err by failing to enforce the parties' binding arbitration decision.

Wife lastly argues that the district court committed reversible error in refusing to enforce the arbitration decision, asserting that the court improperly found that she failed to timely retrieve her personal property. Husband argues that the district court properly enforced the arbitration decision, but that wife is simply unhappy with the result.

A district court's order to clarify and enforce the terms of a dissolution judgment and decree is reviewed for an abuse of discretion. *Nelson*, 806 N.W.2d at 871. "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) (quotation omitted).

The district court seemed to question wife's credibility when she claimed she was prevented from retrieving her personal property. It found that wife "did not disclose or dispute in her submissions that [husband] assisted her on March 10, 2024, with the snowmobile trailer, which calls her accusation that [husband] did not cooperate into question." The district court also stated that wife provided no evidence that she was prevented from retrieving her items before the final date of March 23, 2024. Thus, it concluded that husband was entitled to dispose of any remaining items consistent with the arbitrator's order.

To support her argument, wife points to an email sent from her counsel to the arbitrator on March 15, 2024, in which counsel explained that wife was locked out of the garage and unable to retrieve her personal property. However, wife overlooks a separate email sent from husband's counsel on March 11, 2024, that read: "It is my understanding that the pick up of items occurred on Saturday. That being the case, the remaining issue is a resolution on the ring my client was awarded in the decree. It still has not been returned." This email from husband's counsel contradicts the email from wife's counsel. Thus, it seems the district court was faced with a credibility determination, and in this case, we can infer that it found wife not credible. *See In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221-22 (Minn. 2021) (explaining that appellate courts defer to district court's credibility determinations).

Wife also argues that the district court failed to enforce the arbitration decision because it "effectively modified the arbitration award and improperly awarded the firearms" to husband. Wife asserts that the arbitration decision "explicitly contemplates the sale of firearms not specifically awarded to [husband]" and that husband admitted he "retained the firearms and took no action to sell them." As a result, she argues that the district court improperly modified the arbitration award. Her arguments are not supported by the record.

First, the arbitration decision did not state who would sell the firearms, only that the remaining firearms not awarded to husband would be sold with the proceeds divided between the parties. Second, husband told the district court at the February 6, 2025 hearing that he sold the firearms not awarded to him and was prepared to divide the proceeds but that he just needed wife's mailing address. But because of extenuating personal circumstances, there was a delay in providing husband wife's new mailing address.

On this record, the district court's findings are supported by the record and its decision to enforce the 2023 arbitration decision was not an abuse of discretion.

Affirmed.