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STATE OF MINNESOTA
IN COURT OF APPEALS
A25-0757

In re the Marriage of:

Lori Ann Chang, petitioner,
Respondent,

vs.

Peter Alan Chang,
Appellant.

Filed May 11, 2026
Affirmed
Connolly, Judge

Rock County District Court
File No. 67-FA-24-54

Sara J. Runchey, Runchey, Louwagi & Wellman, P.L.L.P., Marshall, Minnesota (for respondent)

Jacob M. Birkholz, Birkholz & Associates, LLC, Mankato, Minnesota (for appellant)

Considered and decided by Reyes, Presiding Judge; Connolly, Judge; and Jesson, Judge.*

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

NONPRECEDENTIAL OPINION

CONNOLLY, Judge

In this marital-dissolution appeal, appellant-husband argues that the district court abused its discretion in (1) allocating certain real property, (2) setting the valuation date for the parties' marital property, and (3) denying his request to view his personal property. Because we discern no abuse of discretion, we affirm.

FACTS

Appellant Peter Alan Chang (husband) and respondent Lori Ann Chang (wife) began dating in the fall of 2016. At the time the relationship began, husband was living at his own home in Sioux Falls, South Dakota (hereinafter the Sioux Falls residence), and wife resided in her home (hereinafter the Main Street property) in Luverne, Minnesota. Husband later moved in with wife at the Main Street property in August 2017.

Despite several break-ups, the parties eventually wed on May 9, 2023. Prior to the marriage, wife purchased a church property in Luverne (hereinafter the church property), which wife extensively remodeled. Wife later sold the church property in August 2021, realizing a profit of approximately $100,000.

In June 2021, husband sold his Sioux Falls residence and used the proceeds from that sale to purchase a farm property (hereinafter the acreage property) in Luverne for $175,000. The acreage property was in disrepair and, after it was purchased, the parties began renovations. Due to the acreage property's state of disrepair, wife initially lived in a tent on the property, and husband initially lived in his camper on the property.

The parties separated in January 2024, and wife commenced this dissolution action a few weeks later. Wife subsequently moved to bifurcate the matter. The district court granted the motion and, by partial judgment and decree, dissolved the parties' marriage in October 2024. The October 2024 order, among other things, reserved allocation of the parties' property.

A trial was held in December 2024, related primarily to issues of property. At trial, wife testified that, in the late fall of 2020, the parties talked about purchasing property with acreage. According to wife, she discovered the acreage property and reached out to a realtor to "look at the property," after which husband decided to make an offer on the property. Wife testified that she expected the acreage property to be for her and husband, "[o]ur home. A hobby farm. . . . Just basically, like, our own little place" that "would be shared between" them.

Wife acknowledged that the acreage property was purchased with the proceeds of husband's Sioux Falls residence. But wife testified that the intent of the sale of her church property was to "use the funds for [her] to invest into the acreage [property], work, labor, and also money just to go toward part of [her] payment toward it." And wife presented evidence that, after the sale of the church property, wife deposited $60,000 from her nonmarital account into the parties' joint bank account and that, on that same day, husband removed $20,000 from the parties' joint checking account. According to wife, husband's removal of $20,000 from the joint checking account was for her payment towards the initial purchase price of the acreage property.

In addition to her initial cash contribution towards the purchase of the acreage property, wife presented evidence that she made other substantial financial contributions towards the acreage property. She also testified that she spent over 3,000 hours of labor working on various projects on the acreage property and did the majority of the work on the property.

Husband acknowledged at trial that the parties discussed purchasing the acreage property together. And husband acknowledged that wife deposited $60,000 into the parties' joint bank account. But husband claimed that his withdrawal of $20,000 from that account was to equalize the parties' initial contributions to the joint account. Husband further acknowledged that extensive labor was performed at the acreage property, but he claimed that this labor did not add any value to the property.

Following trial, the district court found the October 3, 2024 date of the parties' dissolution to be "the appropriate valuation date" for the parties' property. But with respect to the acreage property, the district court found that "[n]either party presented evidence on the current value of the home." The district court then determined that

> the only way available to determine an equitable division of the property would be to have the property sold with the parties splitting any proceeds equally based upon the findings of each of their contributions to the present state of the property. Husband contributed the initial $175,000 purchase price and Wife contributed $57,117.39 and $59,0000 worth of labor for a contribution greater than 50% of the total investment by Husband.

The district court, therefore, ordered that the acreage property "be listed for sale" and that "[u]pon the sale of the [acreage property], the net proceeds from the sale shall be divided equally between the parties."

Husband moved for amended findings seeking, among other things, the "opportunity to view his personal property held by [wife] prior to the allocation as ordered." The district court denied the motion in its entirety. Husband appeals.

DECISION

I.

Husband challenges the district court's allocation of the acreage property, arguing (A) the district court's findings related to wife's financial and labor contributions to the acreage property are clearly erroneous; (B) the district court erred as matter of law in allocating the acreage property; and (C) the district court abused its discretion by allocating the acreage property in an inequitable manner.

In a dissolution proceeding, a 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). A district court "need not make an equal division of the property." *Brockman v. Brockman*, 373 N.W.2d 664, 665 (Minn. App. 1985).

"A [district] court has broad discretion in evaluating and dividing property in a marital dissolution and will not be overturned except for [an] abuse of discretion." *Antone v. Antone*, 645 N.W.2d 96, 100 (Minn. 2002). "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." *Bender v. Berhard*, 971 N.W.2d 257, 262 (Minn. 2022) (quotation omitted). Appellate courts defer to the district court's findings of fact underlying a property division and will not set them aside unless they are clearly erroneous. *Mauer v. Mauer*, 623 N.W.2d 604, 606 (Minn. 2001). Appellate courts will affirm the district court's division of property if it has "an acceptable basis in fact and principle even though we might have taken a different approach." *Antone*, 645 N.W.2d at 100.

A. The district court's findings of fact related to the allocation of the acreage property are not clearly erroneous.

The district court determined that wife (1) contributed $57,117.39 to the acreage property and (2) $59,000 worth of labor to this property. Husband challenges the district court's findings related to these determinations.

1. Wife's $57,117.39 Financial Contribution

The district court found that wife's financial contribution to the acreage property consisted of a $20,000 payment wife made to husband and $37,117.39 in financial "contributions to the repair and remodeling work of the acreage" property. With respect to wife's $20,000 cash payment, the district court found that the "parties had a joint checking account opened in March 2021," and that subsequent transactions demonstrated that wife contributed $20,000 in cash towards the purchase of the acreage property. Thus, the district court determined that, after her cash contribution, wife had a "11.4% interest in the [acreage] property."

Husband challenges the district court's determination that wife contributed $20,000 towards the purchase of the acreage property, arguing that the court "created clear error by failing to properly review all of the deposits and withdrawals" of the parties' joint checking account. We disagree. The record reflects that, in March 2021, the parties opened a joint checking account. The record also reflects that, on November 30, 2021, after the acreage property was purchased, wife deposited $60,000 from her nonmarital account into the joint account and that, on that same day, husband removed $20,000 from the parties' joint checking account. Wife testified that husband's removal of $20,000 from the joint checking account was for her payment towards the initial purchase price of the acreage property. In fact, husband acknowledged at trial that the parties had discussed wife contributing financially towards the purchase of the acreage property. Although husband testified that his $20,000 withdrawal was to equalize the parties' initial contributions to the joint account, the district court found that his testimony was " not supported by the timing of the transactions into the account" and lacked credibility. The district court instead specifically found wife's testimony on this issue to be credible, and we defer to that credibility determination. *See Goldman v. Greenwood*, 748 N.W.2d 279, 284 (Minn. 2008) (stating that a reviewing court defers to the district court's credibility determinations). Therefore, the district court did not clearly err in finding that wife contributed $20,000 in cash towards the purchase of the acreage property.

Husband also challenges the district court's determination that wife financially contributed $37,117.39 related to the repair and remodeling work of the acreage property. He argues that wife did not contribute "anything of value" to the acreage property, which is demonstrated by the lack of evidence showing that the property increased in value. And husband argues that, because wife closed the parties' joint checking account in January 2024, and "sent [him] a check for $1,385.44," she must not have "believed she was owed money [related to the acreage property] at the time the account was closed."

We are not persuaded. In finding that wife financially contributed $37,117.39 to the acreage property, the district court referenced several exhibits depicting the amount of money wife contributed toward the repair and remodeling of the acreage property. These exhibits show financial contributions by wife for various items and expenses including, but not limited to, trenching services, repairs for machinery that was used to maintain and improve the property, electric services, a refrigerator, a sink, plumbing services, propane services, and building and home-improvement materials. And wife testified that she made various deposits into the parties' joint account that were used directly for these expenses. Although wife may not have believed that she was owed money from the parties' joint checking account, her testimony and financial records submitted at trial, support the district court's findings that wife contributed $37,117.39 related to the repair and remodeling of the acreage property.

Moreover, photographs of the property at the time of purchase were admitted into evidence, as were photographs of the property depicting the repairs and remodeling of the property. Wife also testified as to the work she performed on the property. The district court apparently determined that, based upon the evidence presented by wife, her financial contributions towards the acreage property were of some monetary value, and this court will not reweigh the evidence on this issue. *See Haefele v. Haefele*, 621 N.W.2d 758, 763-

64 (Minn. App. 2001) (acknowledging that district courts are afforded broad discretion in addressing credibility because they are in the best position to determine which witnesses are credible and to weigh evidence when addressing factual issues with conflicting testimony), *rev. denied* (Minn. Feb. 21, 2001). And it is husband's burden on appeal to show that the district court clearly erred in determining that wife contributed $37,117.39 toward the repair and remodeling of the acreage property. *See Loth v. Loth*, 35 N.W.2d 542, 546 (Minn. 1949); *see also Bloom v. Hydrotherm, Inc.*, 499 N.W.2d 842, 845 (Minn. App. 1993) (stating that on appeal, the appellant has the burden to show error and prejudice), *rev. denied* (Minn. June 28, 1993). We conclude that husband has not met this burden. Accordingly, the district court did not clearly err in finding that wife financially contributed $57,117.39 towards the acreage property.

2. Wife's $59,000 in Labor Contributions

Next, husband challenges the district court's findings that wife contributed $59,000 worth of labor to the acreage property, arguing that wife's claim of labor is "speculative" and "wholly uncredible." But again, appellate courts "neither reconcile conflicting evidence nor decide issues of witness credibility, which are exclusively the province of the factfinder." *Gada v. Dedefo*, 684 N.W.2d 512, 514 (Minn. App. 2004). And the party challenging the district court's findings must show that the evidence, when viewed in the light most favorable to the district court's findings, does not sustain the findings. *Vangsness v. Vangsness*, 607 N.W.2d 468, 474 (Minn. App. 2000).

Here, the district court found:

> In addition to the financial contribution towards the acreage [property], [w]ife also did the majority of the remodeling and repair of the residence and outbuildings. Wife estimated she worked 3,470 hours over the course of 30 months (June 2021 through December 2023). This would amount to approximately 116 hours per month or 26.9 hours per week. Given the amount of work testified to and the evidence of the repairs, demolition and construction . . . , the Court finds this estimate credible. Husband would have had to incur substantial costs had [w]ife not provided such labor or paid her funds towards the expenses. The Court finds credible an hourly rate of $20.00 per hour for [w]ife's work. The contribution of her labor prior to the marriage of the parties would be approximately 2,668 hours at $20 per hour for a total of $53,360. It is equitable for this Court to recognize [w]ife's contribution of labor to the value of the property.

The district court's findings are supported by the record. Wife testified extensively about the work and improvements she performed on the acreage property, as well as the fact that she did the majority of the work. And photographs admitted at trial depict the state of the acreage property at the time it was purchased, as well as the work wife performed at the property. Although husband disputes the number of hours of work wife contributed to the acreage property, and the value of her labor, the district court specifically found her testimony on this issue to be credible, and we defer to that credibility determination. *See Gada*, 684 N.W.2d at 514. In light of the deference afforded the district court's credibility determinations, husband has not shown that the district court's findings related to wife's labor contributions to the acreage property are clearly erroneous.

B. The district court did not err as a matter of law in allocating the acreage property.

Husband also argues that the district court erred as a matter of law in allocating the acreage property. Specifically, husband argues that (1) the district court "err[ed] as a matter of law by failing to award [him] his non-marital ownership in the acreage [property] and failing to give [him] any non-marital credit and failing to apply the *Schmitz* formula for his ownership and contribution to the homestead"; and (2) under Minnesota's anti-palimony laws, the district court erred in awarding wife an equal percentage in the acreage property based on her contributions to the property.

1. *Schmitz* Formula

Property can have both marital and nonmarital aspects. *See Schmitz v. Schmitz*, 309 N.W.2d 748, 750 (Minn. 1981). The supreme court has stated that "[w]hether property is marital or nonmarital is a question of law, but a reviewing court must defer to the [district] court's underlying findings of fact," absent clear error. *Olsen v. Olsen*, 562 N.W.2d 797, 800 (Minn. 1997). A party seeking to prove that property is nonmarital must do so by a preponderance of the evidence. *Ranik v. Ranik*, 383 N.W.2d 431, 434 (Minn. App. 1986), *rev. denied* (Minn. May 22, 1986).

The *Schmitz* formula is a formula that "may be used to determine marital and nonmarital interests in property acquired during the marriage with a nonmarital down payment . . . as well as property acquired before the marriage." *Antone*, 645 N.W.2d at 102. To calculate the value of a nonmarital interest in property that was acquired before the marriage, the party's nonmarital equity in the property at the time of the marriage is divided by the value of the property at the time of the marriage. *Id.* The quotient from step one is multiplied by the value of the property at the time of separation. *Id.* The product from step two is the party's nonmarital interest in the property at the time of separation. *Id.*

Husband asserts that the district court "properly found" that the acreage property was purchased entirely with his nonmarital funds, and that value of that property was determined to be the same on the valuation date as it was at the time it was purchased. Thus, he contends that under a proper application of the *Schmitz* formula, which the district court failed to apply, he should be awarded the entire value of the acreage property. We are not persuaded.

"[T]he *Schmitz* formula applies only to the appreciation of property not attributable to improvements made by the parties." *Dorweiler v. Dorweiler*, 413 N.W.2d 572, 575 (Minn. App. 1987). Here, husband's argument fails to account for the improvements wife made to the acreage property as well as her financial contributions to the property. In determining that husband failed to carry his burden of demonstrating that husband should be awarded the entire value of the acreage property as his nonmartial property, the district court made the following findings: husband purchased the acreage property in contemplation of using the property as the couple's homestead; wife contributed financially to the purchase of the acreage property; the parties' treatment of the acreage property before and during their marriage suggested that they intended the property to be part of a marital estate; and wife made improvements to the acreage property of an unknown value before and during the marriage. The district court's findings are supported by the record.

It is undisputed that husband purchased the acreage property with his nonmarital funds after he sold his Sioux Falls residence. But the record reflects that, prior to the purchase of the acreage property, the parties contemplated purchasing a farm-type property as their "own little place" to be "shared" between the two of them. The record also reflects that wife heard about the acreage property, that both parties viewed the property, and that both parties worked with the realtor in obtaining the property. Although husband purchased the property with his nonmarital funds, the district court found that wife contributed $20,000 toward the purchase of this property as her share of the purchase price. As addressed above, this finding is supported by the record. Thus, at the very least, wife had, as the district court found, an "11.4% interest in the [acreage] property."

Moreover, the district court found that wife contributed over $37,000 and over $50,000 in sweat equity towards improving the property and, as addressed above, those findings are supported by the record. Although no evidence was presented establishing a current value of the acreage property, the district court apparently determined that wife's monetary and sweat-equity contributions added value to the property. Indeed, as addressed above, evidence presented at trial supports this determination. As such, husband has not met his burden to show that the district court erred by declining to apply the *Schmitz* formula in determining that husband was not entitled to the entire value of the acreage property as his nonmarital property.

2. Anti-Palimony Laws

Husband argues that the district court erred in reimbursing wife for her contributions to the acreage property because the parties were not married at the time he purchased the property, and thus the district court lacked jurisdiction to consider wife's claims under Minnesota's anti-palimony statutes. *See* Minn. Stat. §§ 513.075-076 (2024). More specifically, husband contends that "the anti-palimony law should prevent any award [for wife's labor and financial contributions] absent an express agreement," and that "the

[c]ourt does not have jurisdiction to award [wife] for matters outside an unjust enrichment action." Husband further contends that, due to wife's "failure to start a separate action" for unjust enrichment, she "is forced to make the highly limited claim of undue hardship" under Minn. Stat. § 518.58, subd. 2 (2024). And husband argues that, because wife cannot establish undue hardship under section 518.58, subdivision 2, the district court erred by awarding wife a one-half interest in the acreage property.

Minnesota's anti-palimony laws create a jurisdictional bar that prevents courts from hearing claims "based on the fact that the individuals lived together in contemplation of sexual relations and out of wedlock within or without this state," Minn. Stat. § 513.076, unless the individuals signed a written contract and sought enforcement after the relationship was over, Minn. Stat. § 513.075. But the Minnesota Supreme Court has held that the jurisdictional bar imposed by sections 513.075 and 513.076 applies only when the "sole consideration for a contract between cohabiting parties is their contemplation of sexual relations out of wedlock." *In re Est. of Eriksen*, 337 N.W.2d 671, 674 (Minn. 1983). The supreme court also clarified that "the statutory bar does not apply where one party is merely seeking to preserve and protect [his or] her own property and is not seek[ing] to assert any rights in the property of a cohabitant." *In re Est. of Palmen*, 588 N.W.2d 493, 495 (Minn. 1999) (quotation omitted).

The *Palmen* court noted that Minnesota Statutes sections 513.075 and 513.076 prevent cohabiting couples from claiming the legal rights of married couples, but they "do not operate to automatically divest unmarried couples living together of all legal remedies." *Id.* at 496. And this court has determined that "unless the sexual relationship constitutes the sole consideration for the property agreement, cohabiting parties may maintain actions against each other regarding their own earnings or property, based on equitable theories such as constructive trust or unjust enrichment." *Obert v. Dahl*, 574 N.W.2d 747, 749 (Minn. App. 1998), *aff'd*, 587 N.W.2d 844 (Minn. 1999).

In the context of property divisions between cohabiting partners, Minnesota courts have imposed constructive trusts as a remedy for unjust enrichment where there has been an agreement between the parties regarding that property. *See, e.g.*, *Eriksen*, 337 N.W.2d at 674 (imposing a constructive trust where underlying agreement was to join in the purchase of a home and parties had reasons not to put agreement in writing); *Obert*, 574 N.W.2d at 747 (finding summary judgment inappropriate when there was a question of material fact involving whether the parties had a property agreement that was not based solely on living together in contemplation of sexual relations); *see also Hollom v. Carey*, 343 N.W.2d 701, 704 (Minn. App. 1984) (declining to impose a constructive trust where there was no clear understanding by the parties that the property would be jointly owned and no extenuating circumstances justifying lack of written agreement); *Tourville v. Kowarsch*, 365 N.W.2d 298, 300 (Minn. App. 1985) (noting "the [district] court accepted respondent's testimony that the parties did not have an agreement that appellant had an interest in the property").

Here, the district court found that wife made substantial contributions of both money and labor to the acreage property and that the value of these contributions is approximately one-half of the acreage property's fair market value. As a result, the district court ordered the acreage property sold and the proceeds split evenly to compensate wife for her financial and labor contributions. Although the district court did not explicitly address husband's contention that wife's claims are barred by Minnesota's anti-palimony laws, the district court implicitly rejected his argument by awarding wife for her contributions to the acreage property. Husband cannot show that this decision is erroneous because the district court's determination reimburses wife for the value of her individual contributions to the acreage property and, therefore, does not grant her a portion of husband's interest in the property. *See Palmen*, 588 N.W.2d at 495 (clarifying that the anti-palimony "statutory bar does not apply where one party is merely seeking to preserve and protect [his or] her own property and is not seek[ing] to assert any rights in the property of a cohabitant" (quotation omitted)).

Notably, the district court did not make any explicit findings regarding an underlying property agreement supporting the property award. But a district court's findings of fact can be implicit. *See Prahl v. Prahl*, 627 N.W.2d 698, 703 (Minn. App. 2001) (stating that appellate courts "may treat statutory factors as addressed when they are implicit in the findings"); *Eckman v. Eckman*, 410 N.W.2d 385, 389 (Minn. App. 1987) (stating that the district court's failure to make a specific finding was not reversible error when it was implicit in other findings). Because a finding of an express or implied agreement is required in an award under *Palmen* and *Eriksen*, and the district court made such an award, we infer an implicit finding that the requisite agreement existed here and review that implicit finding.

Implicit findings of fact are reviewed for clear error. *See Vettleson v. Special Sch. Dist. No. 1*, 361 N.W.2d 425, 428 (Minn. App. 1985). On this record, an implicit finding of an implied agreement is not clearly erroneous. Wife testified that, when the acreage property was purchased, they intended the acreage property to be "our home." Wife testified also that she spent over 3,000 hours working on the acreage property. And wife submitted evidence showing substantial financial contributions to the acreage property. As addressed above, the district court specifically found wife's testimony on these issues to be credible. In light of these credibility findings, the district court implicitly determined that wife would not have made these contributions unless the parties had an implied agreement that she would have an interest in the acreage property in return.

Moreover, improvements made to nonmarital property during a marriage are presumed to be marital property. *Wilson v. Wilson*, 348 N.W.2d 357, 359 (Minn. App. 1984). The district court explicitly found that wife "worked on cleaning up, repair, and remodeling the acreage" property through December 2024, which was right before the dissolution trial. Indeed, the record supports this finding. Because wife continued to make improvements to the acreage property, the district court properly determined that the improvements are marital property and included their value in wife's property award. Therefore, in light of the district court's implicit findings, which are supported by the record, we conclude that the district court acted within its discretion by awarding wife half the value in the acreage property.[1]

[1] We note that, because the district court implicitly, and not erroneously, found that wife would not have made her financial and labor contributions to the acreage property unless she had an implied agreement with husband that she would have an interest in the property in return for her contributions, we need not consider husband's undue-hardship arguments.

C. The district court's allocation of the acreage property was not inequitable.

Husband argues that "under any theory of equity, there is no equitable basis for [wife] to obtain 50% of $175,000 or more in his nonmarital property," and that "[e]ven if there is some marital component, the overall equities require the [c]ourt to reverse and award [him] $175,000 first, plus any appreciation due to general market conditions during the [seven] month marriage." But we must affirm the district court's division of property if it has "an acceptable basis in fact and principle even though we might have taken a different approach." *Antone*, 645 N.W.2d at 100.

Here, as we discussed above, the district court found that wife "contributed $57,117.39 and $59,000 worth of labor [to the acreage property] for a contribution greater than 50% of the total investment by [h]usband." Again these findings are supported by the record. The district court determined that, based upon the parties' contributions, "the only way available to determine an equitable division of the property would be to have the [acreage] property sold with the parties splitting the proceeds equally." On this record, the district court's allocation of the acreage property has an acceptable basis in fact and principle, and husband fails to establish that the decision is inequitable. Accordingly, husband has failed to show that the district court abused its discretion in allocating the acreage property.

II.

Husband challenges the district court's valuation date for the parties' marital property. Upon 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). And the district court "shall value marital assets for purposes of division between the parties as of the day of the initially scheduled prehearing settlement conference, unless a different date is agreed upon by the parties, or unless the court makes specific findings that another date of valuation is fair and equitable." *Id.* "The district court has broad discretion in setting the marital property valuation date." *Grigsby v. Grigsby*, 648 N.W.2d 716, 720 (Minn. App. 2002), *rev. denied* (Minn. Oct. 15, 2002).

The district court determined that the parties' "first pretrial conference was held on November 18, 2024. The parties were divorce[d] by Decree on October 3, 2024. October 3, 2024 would be the appropriate valuation date should such information be relevant."

Husband argues that "[t]here is no basis" for the district court's valuation date and that "[t]here is clear inequity to attempt to award [wife] marital equity from January 2024 – November 2024." But the district court's valuation date was based on the date of the parties' first pretrial conference and the date the parties were divorced. This decision is consistent with section 518.58, subdivision 1. *See* Minn. Stat. § 518.58, subd. 1. Moreover, husband fails to establish how a different valuation date would be relevant or how the decision is inequitable. In other words, husband fails to show how the allocation of the parties' property, and the value of that property, would be any different had the district court used a different valuation date. Accordingly, the district court did not abuse its discretion in setting the valuation date for the parties' marital property.

III.

Husband argues that the district court erred "as a matter of law by failing to apply the law correctly, and abuse[d] its discretion by failing to allow [him] to view his personal property." But "[s]ummary arguments without citation to legal support are waived." *Fannie Mae v. Heather Apartments Ltd. P'ship*, 811 N.W.2d 596, 600 n.2 (Minn. 2012). Husband's brief does not support his argument with citation to legal authority or legal argument. He also fails to establish that he was prejudiced by the district court's denial of his request to view his personal property. Rather, he simply claims that he should be allowed to "view [his] property and confirm or reserve any missing items." As such, husband's argument is not properly before us.

Affirmed.