This opinion is nonprecedential except as provided by Minn.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
A25-1160

In re the Marriage of:

Ryan Edward Nagle, petitioner,
Respondent,

vs.

Maureen Mary Nagle,
Appellant.

Filed April 27, 2026
Affirmed; motion denied
Cochran, Judge

Hennepin County District Court
File No. 27-FA-15-6851

Harold J. Hitchcock, Kelsey Law Office, P.A., Forest Lake, Minnesota (for respondent)

Steven R. Little, SRL Law, PLLC, St. Paul, Minnesota (for appellant)

Considered and decided by Cochran, Presiding Judge; Larkin, Judge; and Segal, Judge.*

NONPRECEDENTIAL OPINION

COCHRAN, Judge

Appellant mother, who signed a release of claims relating to an arbitration award of certain expenses for the parties' joint children, argues that the district court abused its

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

discretion by determining that she failed to demonstrate that the release must be vacated due to fraud. She further argues that the district court abused its discretion by declining to hold respondent father in contempt. Because the district court did not abuse its discretion by declining to vacate the release or hold father in contempt, we affirm. We also deny father's motion for attorney fees and costs filed while this appeal was pending.

FACTS

Appellant Maureen Mary Nagle (mother) and respondent Ryan Edward Nagle (father) were married in 2005. They are the parents of twin daughters born in April 2008. Their marriage was dissolved in 2016 pursuant to the parties' stipulated findings of fact, conclusions of law, order for judgment and judgment and decree. In the stipulated judgment and decree, the parties agreed that medical, dental, and vision expenses would be split equally to the extent not covered by insurance. They also agreed that childcare expenses, extracurricular expenses, and certain other expenses for the children would be split equally. The judgment and decree also had a provision governing when each parent could claim a tax-dependency exemption for either child. In 2018, the parties agreed "to submit the issues of property/financial issues, children's expenses, and children's medical insurance issues to binding arbitration without the right of appeal."

In January 2024, the parties participated in arbitration related to unreimbursed expenses for "medical/dental/extracurricular activities" and the 2021 tax-dependency exemption. In February 2024, the arbitrator issued an award stating that "[f]or the period of September 2021 to December 31, **2024**, [father] owes [mother] $37,207" for the "children's expenses." (Emphasis added.) The award specified that it covered expenses through December 31, 2024, even though the arbitration occurred in January 2024. The arbitrator also awarded mother $3,096 for a 2021 tax exemption taken by father.

In July 2024, mother moved to confirm the arbitration award. Mother also moved the district court to find father in contempt of court for allegedly improperly claiming the children as dependents on his tax returns. In November 2024, the district court confirmed the arbitration award. Judgment was entered against father in the amount of $40,303—the total amount of the arbitration award. Father appealed from the district court's judgment in favor of mother.

In February 2025, mother again moved the district court to find father in contempt. Mother sought reimbursement for private school tuition for the 2023-2024 and 2024-2025 academic years, childcare expenses through the end of 2024, health insurance premiums, and attorney fees and costs. Mother also requested that the district court allow her to conduct financial discovery and order father to respond to a pending request for documents. Father filed a responsive motion asking the district court to deny mother's motion in its entirety and to award attorney fees and costs to father.

Father and mother participated in court-ordered mediation on February 26, without success. Later that same day, father's counsel electronically sent a letter to mother's counsel. The letter stated that a client trust account check in the amount of $40,303 would be available at the attorney's office in exchange for an executed release of claims and executed satisfaction of judgment. The letter attached a copy of a "Full and Final Release" and "Satisfaction of Judgment." Mother signed both the release and satisfaction of judgment. The next day, February 27, mother's counsel received the $40,303 check after delivering the signed documents.

The "Full and Final Release of all Claims" signed by mother and drafted by father's counsel provides in relevant part:

> I, MAUREEN MARY CUNNIFF, . . . do hereby state and affirm that:
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> IN CONSIDERATION of the payment of [$40,303] to me . . . paid by [father], I do hereby release, indemnify, hold harmless and forever discharge [father] . . . from any and all liability, actions, causes of action, claims and demands, known and unknown, now or in the future. This Release is intended to totally extinguish any type of liability whatsoever that [father] and Others have or may have as and to:
>
> > The Arbitration Award of [the arbitrator] on February6, 2024, which specifically determined that:
> >
> > For children's expenses, etc. that "For the period of September 2021 to December 31, 2024, [father] owes [mother] $37,207." And additionally as and for tax dependency exemptions that, "[father] shall pay [mother] $3,096."
> >
> > . . . .
> >
> > I understand the nature of this Release and rely on my own judgment and advice of my attorney in making this Release . . . .

The full and final release of claims was also signed by mother's counsel and father's counsel. Neither mother nor her counsel made any changes to the document.

On February 28, 2025, the satisfaction of judgment was filed with the district court. The document stated that mother "certif[ied] that judgment in the amount of $40,303 which was entered in this Court on January 3, 2025, in favor of [mother] and against [father] is fully satisfied and the Court Administrator shall record the same."

Shortly thereafter, mother's attorney contacted the arbitrator by email. The email asked the arbitrator to confirm that the arbitration award contains a scrivener's error. Specifically, mother's attorney noted that the arbitration award references that it covers expenses through December 31, **2024**, rather than December 31, **2023**. The email asked the arbitrator to provide a correction or clarification because father "is now trying to make an argument that [mother] is precluded from seeking expenses for all of 2024." The arbitrator agreed with mother and sent an email to counsel for the parties clarifying that the arbitration award contained a typographical date error and should have specified that father owed mother $37,207 for the period of September 2021 to "December 31, 2023."

Father's counsel responded to the arbitrator's email. In his email, father's counsel stated that the arbitration "award was confirmed and a judgment entered" by the district court. On this basis, he maintained that "[the award] is final." He also noted that mother "executed both a satisfaction and a full release and received and cashed the check that [was] offered in exchange." According to father's counsel, "[b]oth documents are now binding upon the parties." Upon receiving this response, mother's counsel filed an amended reply memorandum in support of her motion for contempt with the district court, in which mother informed the court of the events that transpired after the parties' unsuccessful mediation including the email from the arbitrator.

In March 2025, the district court held a hearing on mother's pending motion for contempt and father's request to deny mother relief. Consistent with his response to the arbitrator, father argued that mother signed a full and final release and satisfaction of all claims pending before the district court and that the release covered the children's expenses from December 2021 through the end of 2024.[1] Mother's position was that the release was fraudulent and that father used the arbitrator's scrivener's error to avoid paying expenses that mother incurred in 2024 when the arbitration award was intended to be through the end of 2023.

On May 20, the district court denied mother's contempt motion. The district court found that the terms of the release were clear and unambiguous. The district court quoted the terms of the release. The district court further found that mother failed to show that father committed fraud. The district court explained:

> [Father] drafted a contract based on the arbitration award, which both parties presumably read thoroughly with their counsel and ultimately signed. While this included a "scrivener's error," the parties signed the [r]elease with those terms. The record does not support a finding that the [r]elease should be set aside.

Based on these findings, the district court ordered that the release "resolves all money owed to [mother] by [father] for . . . 2023 and 2024." A few days later, father dismissed his pending appeal of the arbitration award in favor of mother.

Mother appeals.

DECISION

Mother raises two arguments on appeal. First, she contends that the district court abused its discretion by determining that the release resolves all disputes between the

[1] Father also filed a declaratory judgment action to enforce the release.

parties as to money owed for 2023 and 2024, arguing that the release was procured by fraud. Second, mother argues that the district court erred by denying the motion for contempt because it did not expressly rule on all the issues raised in her motion for contempt and instead limited its analysis to questions relating to the release. In his responsive brief, father argues there was no error by the district court and he asks this court to grant him attorney fees and costs incurred on appeal. We address each issue in turn.

I. The district court did not abuse its discretion by declining to vacate the release.

Vacating a settlement agreement "rests largely within the discretion of the [district] court, and the court's action in that regard will not be reversed unless it be shown that the court acted in such an arbitrary manner as to frustrate justice." *Gould v. Johnson*, 379 N.W.2d 643, 646 (Minn. App. 1986) (quotation omitted), *rev. denied* (Minn. Mar. 14, 1986). This standard reflects public policy, which highly favors the settlement of disputes. *See id.* (noting that settlements "will not be lightly set aside by the courts"). "The party seeking to avoid a settlement has the burden of showing sufficient grounds for its vacation." *Id.* A district court's findings of fact regarding whether the judgment was prompted by fraud will not be set aside unless they are clearly erroneous. *Hestekin v. Hestekin*, 587 N.W.2d 308, 310 (Minn. App. 1998) ("Unless they are clearly erroneous, we must affirm the [district] court's findings of fact on the question[] of whether or not the judgment was prompted by fraud . . . ."). A finding is clearly erroneous if it is "manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole." *Kiya v. Jackson*, 23 N.W.3d 857, 863 (Minn. App. 2025) (quoting *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021)), *rev. denied* (Minn. Aug. 12, 2025).

However, questions of law are subject to de novo review. *Booth v. Gades*, 788 N.W.2d 701, 705 (Minn. 2010).[2]

A release is a contract that will be enforced if it expresses "the intent to release, discharge, or relinquish a right, claim, or privilege by a person in whom the claim exists to a person who seeks to be released." *Curtis v. Altria Grp.*, 813 N.W.2d 891, 902 (Minn. 2012). In the absence of fraud or misrepresentation, a person who signs a contract may not rescind on the basis that the party did not read the contract or thought its terms to be different. *Gartner v. Eikill*, 319 N.W.2d 397, 398 (Minn. 1982). The elements of fraud are: (1) a false representation of a past or existing material fact susceptible of knowledge, (2) made with knowledge of the falsity of the representation or made without knowing whether it was true or false, (3) with the intention to induce the other party to act in reliance on the representation, (4) that the representation caused the party to act in reliance on it, and (5) that the party suffered damages as a result. *Valspar Refinish, Inc. v. Gaylord's, Inc.*, 764 N.W.2d 359, 368 (Minn. 2009). The burden to demonstrate fraud is on the party seeking relief. *See id.* (placing burden on aggrieved party); *see also Berg v. Berg*, 275 N.W. 836, 836 (1937) (noting that fraud is not presumed, "but must be proved, and the burden of proof rests upon him who asserts it").

The district court determined that mother failed to satisfy her burden of showing fraud. The district court acknowledged that the release was based on the arbitration award,

[2] Mother urges us to apply caselaw related to summary-judgment matters. Because this appeal did not arise from a summary-judgment order, we decline to do so.

which included a scrivener's error. In its order, the district court also quoted the relevant language from the release, which provides:

> IN CONSIDERATION of the payment of [$40,303] to [mother] . . . paid by [father], [mother will] hereby release, indemnify, hold harmless and forever discharge [father] . . . from any and all liability, actions, causes of action, claims and demands, known and unknown, now or in the future. This Release is intended to totally extinguish any type of liability whatsoever that [father] and Others have or may have as and to:
>
>> The Arbitration Award of [the arbitrator] on February 6, 2024, which specifically determined that:
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>> For children's expenses, etc. that "For the period of September 2021 to December 31, *2024*, [father] owes [mother] $37,207." And additionally as and for tax dependency exemptions that, "[father] shall pay [mother] $3,096."

(Emphasis added.)

The district court further found that "[f]ather drafted [the release] based on the arbitration award, which both parties presumably read thoroughly with their counsel and ultimately signed." The district court reasoned that, while the arbitration award contained a scrivener's error, "the parties signed the [r]elease" that incorporated the terms of the arbitration award including the December 31, 2024 date. The district court determined that mother failed to show that father acted fraudulently when drafting the release or that father acted in bad faith. The district court concluded that "[t]he record does not support a finding that the [r]elease should be set aside."

Mother argues that the district court abused its discretion when it reached this conclusion, maintaining she demonstrated that father fraudulently induced her to sign the release. Mother asserts that it "defies logic" that she would waive claims for childcare expenses for 2024. But mother does not provide any evidence of fraud or inducement, beyond the release itself. Instead, she argues that father intentionally incorporated the scrivener's error in the arbitration award when drafting the release and engaged in fraud by asking her to sign the release. She notes that, when she signed the release, she was already entitled to $40,303 under the arbitration award. On this basis, she contends that the district court erred by determining that she failed to demonstrate that the release was procured by fraud.

We discern no abuse of discretion in the district court's decision. The record supports the district court's determination that mother failed to demonstrate the elements of fraud. While the arbitration award contained a scrivener's error by referencing December 31, 2024, instead of December 31, 2023, the scrivener's error alone does not support a conclusion that mother was fraudulently induced into signing the release which referenced the arbitration award. We reach this conclusion for the following reasons. First, the record shows that mother had an opportunity to review the arbitration award and request changes to the award. She did not do so. Instead, she asked the district court to affirm the award. Second, and more importantly, mother also had an opportunity to review the release itself before signing it and request changes. Mother presented no evidence that she requested any changes to the language of the release. And the record reflects that both mother and her counsel signed the release. Minnesota law presumes that people read and understand what they sign. *Gartner*, 319 N.W.2d at 398 (noting that "a person who signs a contract may not avoid it on the ground that [s]he did not read it or thought its terms to be different”); *see also Nichols v. Shelard Nat’l Bank*, 294 N.W.2d 730, 734 (Minn. 1980) (declining to reform a contract and noting that, “had [complainants] read the documents before they signed them, their mistake as to the contents would have been discovered before they suffered any harm”). We also “presume[] that parties to a release agreement intend what is expressed in a signed writing.” *Riverview Muir Doran, LLC v. JADT Dev. Grp., LLC*, 776 N.W.2d 172, 176 (Minn. App. 2009) (quotation omitted). Third, the release mirrors the language of the arbitration award. And mother has presented no authority—nor are we aware of any—suggesting that a document with an error, by itself, constitutes evidence of fraud by the drafter. For these reasons, we conclude that mother has not established that father engaged in fraud by including the December 31, 2024 date in the release. In other words, inclusion of the December 31, 2024 date does not constitute a false representation of material fact—a necessary element of fraud. *See Valspar*, 764 N.W.2d at 368.

Nor has mother shown that father included the December 31, 2024 date with the intention to induce mother to act. *See id.* At the time the parties signed the release, father had an appeal pending challenging the arbitration award of $40,303 to mother for expenses through December 31, 2024, and mother had a motion for contempt filed against father relating primarily to expenses through 2024. The release resolved both parties’ disputes as to the children’s expenses through December 31, 2024.

In sum, we conclude the record supports the district court’s finding that mother failed to demonstrate that the release was procured through fraud. And, as noted above, the burden to demonstrate fraud is on the party seeking relief. *See Berg*, 275 N.W. at 836.

Because mother did not present evidence of fraud, we determine that the district court did not abuse its discretion by declining to vacate the release on the basis of fraud by father.[3]

II. The district court did not abuse its discretion by denying the contempt motion without expressly addressing issues other than those related to 2023 and 2024 expenses.

Mother argues that the district court improperly denied her motion to hold father in contempt because the district court failed to rule on "all parts of" mother's contempt motion. This argument is unavailing.

A district court may find a person in constructive civil contempt for "disobedience of any lawful judgment, order, or process of the court." Minn. Stat. § 588.01, subd. 3 (2024); *see also In re Cascarano*, 871 N.W.2d 34, 37-38 (Minn. App. 2015) (distinguishing between contempt committed in the presence of the court and constructive contempt). The district court has broad discretion to hold a party in civil contempt and we review the court's decision to invoke its contempt power for an abuse of discretion. *In re Marriage of Crockarell*, 631 N.W.2d 829, 833 (Minn. App. 2001), *rev. denied* (Minn. Oct. 16, 2001).

Mother moved the district court to find father in contempt for his failure to pay expenses for: school tuition payments for 2023-2024 and 2024-2025; childcare expenses through the end of 2024; health insurance premiums; and mother's attorney fees and costs.

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[3] In her brief on appeal, mother cites to caselaw providing that a release may be nullified on the basis of mistake. But mother only cites the caselaw for the general proposition and does not make any arguments or present any evidence demonstrating that a mistake occurred. Therefore, we deem this issue forfeited. *See Nichols*, 294 N.W.2d at 734 (noting that a claim of mutual mistake must "be established by evidence [that] is clear and consistent, unequivocal and convincing"); *Brodsky v. Brodsky*, 733 N.W.2d 471, 479 (Minn. App. 2007) (noting that inadequately briefed issues are forfeited).

Mother also requested that the district court allow her to conduct financial discovery. The district court denied mother's motion for contempt in its entirety. And, the district court ordered that the release "resolves all money owed to [mother] by [father] for . . . 2023 and 2024."

Mother asserts that the district court abused its discretion by denying her motion without specifically addressing certain portions of her motion for contempt, such as her request for reimbursement of tuition for the 2025 school year. She seeks reversal for "the district court to rule on those unaddressed parts of [her] motion." We are not persuaded that mother's argument requires reversal.

As an initial matter, mother's argument is inadequately briefed and unsupported by authority. And on appeal, "[a]n assignment of error based on mere assertion and not supported by any argument or authorities in appellant's brief is waived and will not be considered on appeal unless prejudicial error is obvious on mere inspection." *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971). Additionally, issues that are not adequately briefed are forfeited. *Brodsky*, 733 N.W.2d at 479. Here, mother makes no discernible legal argument and identifies no legal authority that would support a determination that the district court abused its discretion by declining to find father in contempt. Moreover, prejudicial error is not obvious on inspection.

As discussed above, the release and the district court's order resolved the parties' claims for the children's expenses through the end of 2024. To the extent mother seeks expenses for 2025, nothing in the release or in the order precludes mother from seeking reimbursement for expenses incurred after 2024. And, to the extent the district court did not expressly address other requests made by mother's motion such as her request to conduct financial discovery, we conclude that the district court implicitly denied these requests. *See Palladium Holdings, LLC v. Zuni Mortg. Loan Tr. 2006-OA1*, 775 N.W.2d 168, 177-78 (Minn. App. 2009) ("Appellate courts cannot assume a district court erred by failing to address a motion, and silence on a motion is therefore treated as an implicit denial of the motion."), *rev. denied* (Minn. Jan. 27, 2010). Accordingly, we determine that the district court did not abuse its discretion by declining to exercise its contempt powers.

III. Father's motion for attorney fees and costs is denied.

In his responsive brief, father requests that this court award him attorney fees and costs incurred for this appeal. Father also filed a motion with this court requesting an award of attorney fees and costs.

We note as an initial matter that a request for attorney fees and costs is not properly raised in a party's brief. Minn. R. Civ. App. P. 139.05, subd. 1. A party seeking attorney fees on appeal "shall submit such a request by motion." *Id.* Therefore, father's request in his brief that this court award him attorney fees and costs is not properly before us. But, in the interests of judicial economy, we will address his motion for attorney fees and costs as part of this opinion even though normally we would issue a separate order on the motion.

In his motion, father contends that he is entitled to his attorney fees and costs under the terms of the release. A court may award attorney fees when a contract authorizes it. *Barr/Nelson, Inc. v. Tonto's, Inc.*, 336 N.W.2d 46, 53 (Minn. 1983). But a motion for attorney fees and costs filed with this court "must include sufficient documentation to enable the [] court to determine the appropriate amount of fees." Minn. R. Civ. App. P. 139.05, subd. 1. Generally, this includes "specific descriptions of the work performed, the number of hours spent on each item of work, the hourly rate charged for that work, and evidence concerning the usual and customary charges for such work." Minn. R. Civ. App. P. 139.05 1998 advisory comm. cmt. Father's motion does not meet the requirements of the rule. His motion does not include specific descriptions of the work performed, the number of hours spent on each item of work, the hourly rate charged for that work, and evidence concerning the usual and customary charges for such work.

Additionally, pre-decision requests for attorney fees, such as the one made by father, may be made only when "allowed by law." Minn. R. Civ. App. P. 139.05, subd. 3. Father has not identified any law allowing him to make a pre-decision application for attorney fees. Accordingly, we deny father's motion for attorney fees and costs.

Affirmed; motion denied.