This opinion is nonprecedential except as provided by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
A25-1411

In the Marriage of:

Todd Charles Sherette, petitioner,
Respondent,

vs.

Melissa Ann Sherette,
Appellant.

Filed March 30, 2026
Affirmed
Ede, Judge

Scott County District Court
File No. 70-FA-23-3258

Kathryn M. Lammers, Courtney Latcham, Heimerl & Lammers, LLC, Minnetonka, Minnesota (for respondent)

Melissa Ann Sherette, Jordan, Minnesota (self-represented appellant)

Considered and decided by Frisch, Chief Judge; Ede, Judge; and Bentley, Judge.

NONPRECEDENTIAL OPINION

EDE, Judge

This is an appeal in a marital-dissolution proceeding from the district court's qualified domestic relations order (QDRO), which divided between respondent husband and appellant wife a 401(k) retirement account that was in husband's name. Wife argues that the district court abused its discretion in approving the QDRO because: (1) the court filed the QDRO while a motion by wife challenging the judgment and decree (J&D) dissolving the parties' marriage was pending; (2) the QDRO is inconsistent with the J&D, which wife claims omitted language as to (a) the 401(k) retirement account, (b) the division of other retirement assets, and (c) the valuation date; and (3) that the QDRO does not satisfy the requirements of the Employee Retirement Income Security Act (ERISA), 29 U.S.C. §§ 1001–1461 (2018 & Supp. 2023).[1] We affirm.

FACTS

Appellant Melissa Ann Sherette (wife) and respondent Todd Charles Sherette (husband) were married for nearly 26 years. Husband petitioned for dissolution of the parties' marriage in March 2023. Based on the parties' agreement and stipulation, the district court ordered that the presumptive valuation date for determination of the parties' marital assets and liabilities under Minnesota Statutes section 518.58, subdivision 1 (2024), is March 31, 2023.[2] The matter proceeded to a three-day trial, after which the district court entered the J&D.

[1] ERISA is a comprehensive federal statute that regulates employee benefit plans. *See Boggs v. Boggs*, 520 U.S. 833, 841 (1997); *see also Engfer v. Gen. Dynamics Advanced Info. Sys., Inc.*, 869 N.W.2d 295, 301 (Minn. 2015) (explaining that "ERISA is a comprehensive federal law designed to promote the interests of employees and their beneficiaries in employee benefit plans" and that ERISA "imposes participation, funding, and vesting requirements on employee benefit plans" and "sets various uniform standards, including rules concerning reporting, disclosure, and fiduciary responsibility, for covered plans" (quotation and citations omitted)). The employee benefit plans covered by ERISA include defined contribution plans like a 401(k) retirement account. *See LaRue v. DeWolff, Boberg & Assocs., Inc.*, 552 U.S. 248, 250 (2008).

[2] We cite the most recent version of Minnesota Statutes section 518.58, subdivision 1, because it has not been amended in relevant part. *See Interstate Power Co. v. Nobles Cnty. Bd. of Comm'rs*, 617 N.W.2d 566, 575 (Minn. 2000) (stating that, generally, "appellate

The J&D reflects the parties' agreed-to and stipulated valuation date of March 31, 2023. Among other things, the J&D expressly divides the parties' retirement accounts, including 401(k), IRA, Roth IRA, and defined-benefit pension accounts. In particular, the J&D awards a 401(k) retirement account that was in husband's name to husband, "except for [an] $88,298 pre-tax asset equalizer owed to wife" under a QDRO. In connection with this award, the J&D stated that "wife shall submit a proposed QDRO to the court" within 60 days of the J&D. The J&D also awards a "Health Savings account" (HSA) that was in husband's name by "split[ting] [the account] equally between the parties."[3]

Consistent with a conclusion of law by the district court that "[t]he parties shall divide the marital property as referenced in Appendix B," that appendix to the J&D includes a spreadsheet providing specifics as to the division of post-tax and pre-tax retirement assets. The spreadsheet details that, of the $22,150 in HSA funds, husband and wife are each awarded $11,075. And a "pre-tax retirement" section of the appendix spreadsheet provides that husband is awarded $39,280 of the 401(k) retirement account, while wife is awarded $88,298 via QDRO.

In June 2025, after the district court entered the J&D, wife filed a notice of motion and motion listing 21 issues that she requested that the court address (the June 2025 motion), including the valuation date. Before the district court conducted a hearing on

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courts apply the law as it exists at the time they rule on a case"). For the same reason, we also cite the current versions of other statutes referenced in this opinion.

[3] After describing this "split" award of the HSA, the J&D reiterates that "wife is receiving one-half of husband's HSA in the property distribution."

wife's motion, wife appealed the J&D, which we assigned case number A25-1232. The district court later held a hearing on wife's motion. After the hearing, husband filed a proposed QDRO in the district court to "allow[] the [retirement] funds to be transferred as required by the [J&D]" because "the retirement funds [had] not been transferred to . . . [wife] due to her lack of cooperation." On August 6, 2025, the district court approved and filed the QDRO, which states that the valuation date is March 31, 2023, and that wife's interest in the 401(k) retirement account is $88,298 of husband's total vested account balance as of the valuation date.

On August 28, 2025, wife filed another notice of motion and motion (the August 2025 motion) in the district court, this time asking that "personal property items . . . remain intact and in place until [her earlier] . . . motion is decided [by the district court] and/or [the] appellate court decides" A25-1232 and that, as to the QDRO, the district court conduct a "re-evaluation of all retirement accounts to the trial valuation date." As to the valuation date, wife elaborated in a supporting affidavit filed in the district court that "the value of the retirement accounts have increased significantly since the original valuation date of March 2023 due to the market value" and that she wanted the valuation date "to be changed to the valuation date of the trial."

Wife filed a second notice of appeal—the notice initiating this matter—challenging the QDRO.[4] She also moved this court to consolidate this appeal with A25-1232 and to

[4] After wife filed the notice of appeal underlying the present matter, the district court denied the June 2025 motion. The district court's written order also noted that the August 2025 motion concerned the QDRO, that wife had appealed the QDRO, and that, under Minnesota

stay the proceedings. Reasoning that this matter and A25-1232 present different questions and have different records, we denied wife's motion to consolidate the appeals but allowed the separate appeals to be decided by the same panel. And because it was unclear that wife's pending requests for relief in the district court required delay of the appeals, we denied her motion to stay the proceedings.

DECISION

Wife contends that the district court abused its discretion in approving the QDRO because: (1) the court filed the QDRO while the June 2025 motion was pending; (2) the QDRO is inconsistent with the J&D, which wife claims omitted language as to (a) the 401(k) retirement account, (b) the division of other retirement assets, and (c) the valuation date; and (3) based on the foregoing alleged omissions in the J&D, the QDRO does not satisfy the requirements of ERISA. For the reasons discussed below, we conclude that wife has not shown that the district court abused its discretion in approving the QDRO.

A district court has broad discretion in dividing property and setting reasonable valuation dates. *Gottsacker v. Gottsacker*, 664 N.W.2d 848, 852 (Minn. 2003.

A QDRO is a type of domestic relations order, which "is any judgment, decree, or order that concerns 'the provision of . . . marital property rights to a spouse[] [or] former spouse . . . of a participant' and is 'made pursuant to a State domestic relations law (including a community property law).'" *Boggs*, 520 U.S. at 846 (quoting 29 U.S.C. § 1056(d)(3)(B)(ii)). More specifically, a QDRO "is a type of domestic relations order that

Rule of Appellate Procedure 108.01, subdivision 2, "the court's authority to address the QDRO [was] not permitted."

creates or recognizes an alternate payee's right to, or assigns to an alternate payee the right to, a portion of the benefits payable with respect to a participant under [an employee benefit] plan." *Id.* (citing 29 U.S.C. § 1056(d)(3)(B)(i) (defining a QDRO)). Under a QDRO, the alternate payee is considered a beneficiary of the relevant employee benefit plan. 29 U.S.C. § 1056(d)(3)(J). The "alternate payee" may be a "spouse[] [or] former spouse . . . of a participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under a plan with respect to such participant." *Id.* (d)(3)(K). While ERISA generally prohibits the assignment or alienation of employee benefits under covered plans, *see id.* (d)(1), and preempts state laws that "relate to" employee benefit plans, *see* 29 U.S.C. § 1144(a), those prohibitions do not apply to a QDRO, *see* 29 U.S.C. §§ 1056(d)(3)(A), 1144(b)(7).

A QDRO must be consistent with the terms of a J&D to maintain the parties' substantive rights. *Potter v. Potter*, 471 N.W.2d 113, 114 (Minn. App. 1991). Moreover, a QDRO must include: the name and address of the participant and alternate payee; the amount to be paid to the alternate payee; the number of payments or period to which the QDRO applies; and each plan to which the QDRO applies. 29 U.S.C. § 1056(d)(3)(C). And a QDRO cannot: require a plan to "provide any type or form of benefit" or option; require the plan to "provide increased benefit"; or "require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a [QDRO]." *Id.* (d)(3)(D).

As a self-represented appellant, wife has not cited caselaw, has provided only passing references to relevant statutes and the record, and has not adequately briefed her arguments. "Although some accommodations may be made for [self-represented] litigants, this court has repeatedly emphasized that . . . [such] litigants are generally held to the same standards as attorneys and must comply with court rules." *Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001). Appellate courts generally "decline to reach [an] issue in the absence of adequate briefing." *State Dep't of Lab. & Indus. by the Special Comp. Fund v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480, 480 (Minn. 1997). And "[s]ummary arguments made without citation to legal support are waived." *Christie v. Est. of Christie*, 911 N.W.2d 833, 838 n.4 (Minn. 2018) (quotation and citation omitted).

With these principles in mind, despite the inadequacy of wife's briefing and the waiver of her summary arguments based on her failure to cite legal support, we address each of wife's contentions in turn.

I. The district court acted within its discretion when it approved the QDRO while the June 2025 motion was pending.

Wife asserts that the district court abused its discretion by approving the QDRO while the June 2025 motion was pending.

We discern no error in the district court's approval of the QDRO while the June 2025 motion was pending. The J&D required that wife submit a proposed QDRO to distribute a $88,298 pre-tax asset equalizer from the 401(k) retirement account to wife within 60 days of the J&D. As husband points out, although the district court had the discretion to stay execution of the J&D or any proceedings to enforce it pending resolution of the June 2025 motion, wife did not expressly seek that relief, and the court was not required to grant it. *See* Minn. R. Civ. P. 62.01 (providing in relevant part that, "[i]n its discretion . . . , the court may stay the execution of or any proceedings to enforce a judgment pending the disposition . . . of a motion for amendment to the findings or for additional findings made pursuant to Rule 52.02”). Wife cites no authority to support her position that the district court needed to resolve the June 2025 motion before approving the QDRO, and we aware of none.

For two other reasons, wife cannot show that any prejudice resulted from the district court's approval of the QDRO while the June 2025 motion was pending. *See* Minn. R. Civ. P. 61 (“The court at every stage of the proceeding must disregard any error or defect in the proceeding which does not affect the substantial rights of the parties.”). First, the June 2025 motion did not include the arguments that wife raises in this appeal about the J&D omitting language as to the 401(k) retirement account and the division of other retirement assets. And second, while the June 2025 motion did raise an issue as to the valuation date—which a generous reading of wife's appellate briefing might suggest relates to the issue now before us—wife did not ask the district court to stay enforcement of the J&D by forbearing from approving the QDRO before the district court did so,[5] and wife in any event agreed and stipulated to the valuation date before trial.

Thus, we conclude that the district court acted within its discretion when it approved the QDRO while the June 2025 motion was pending.

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[5] We acknowledge that, in the August 2025 motion that she filed in the district court after the district court approved and filed the QDRO, wife asked that “personal property items . . . remain intact and in place until [her earlier] . . . motion is decided [by the district court] and/or [the] appellate court decides” A25-1232.

II. The district court acted within its discretion in approving the QDRO, which is consistent with the J&D.

Wife maintains that the district court abused its discretion in approving the QDRO because it is inconsistent with the J&D, which she contends omitted language relating to (a) the 401(k) retirement account, (b) the division of other retirement assets, and (c) the valuation date.

A. 401(k) Retirement Account

Contrary to wife's contention, the J&D includes language dividing the 401(k) retirement account.[6] The J&D awards that account to husband, "except for [an] $88,298 pre-tax asset equalizer owed to wife" under the QDRO. And a "pre-tax retirement" section of the appendix spreadsheet provides that husband is awarded $39,280 of the account while wife is awarded $88,298 via QDRO. The QDRO tracks this aspect of the J&D because it states that wife's interest in the account is $88,298 of husband's total vested account balance as of the valuation date.

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[6] Although wife's appellate brief calls this account "the HSA investment retirement account," she appears to be referring to the 401(k) retirement account that was subject to the QDRO. Indeed, a QDRO "creates or recognizes an alternate payee's right to, or assigns to an alternate payee the right to, a portion of the benefits payable with respect to a participant under [an employee benefit] plan," not an HSA. *Boggs*, 520 U.S. at 846 (citing 29 U.S.C. § 1056(d)(3)(B)). That said, as much as wife may be intending to refer to the HSA, her argument that the J&D omitted references to the HSA is still unavailing because it is factually incorrect: the J&D explicitly addressed the HSA by "split[ting] [the account] equally between the parties" and detailing in the appendix referenced in the district court's conclusions of law that, of the $22,150 in HSA funds, husband and wife are each awarded $11,075.

B. Division of Other Retirement Assets

Wife erroneously argues that "[t]he district court's conclusions of law of the [J&D] . . . omitted language as to the division of retirement assets." The J&D expressly divides the parties' retirement accounts, including 401(k), IRA, Roth IRA, and defined-benefit pension accounts. Consistent with a conclusion of law by the district court that "[t]he parties shall divide the marital property as referenced in Appendix B," that appendix to the J&D includes a spreadsheet providing specifics as to the division of post-tax and pre-tax retirement assets. Although the QDRO does not discuss these other retirement accounts, the QDRO is not inconsistent with the aspect of the J&D that does mention those accounts because the only asset for which the J&D required a QDRO for distribution was the 401(k) retirement account, as discussed above.

C. Valuation Date

Wife incorrectly contends that "[t]he district court's conclusions of law of the [J&D] . . . omitted the valuation date which significantly affects the market value of the distribution of the retirement accounts." The J&D reflects the parties' agreed-to and stipulated valuation date of March 31, 2023.[7] And the QDRO aligns with the J&D in stating

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[7] Minnesota Statutes Section 518.58, subdivision 1, provides in relevant part that 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." While the statute affords district courts the discretion to modify valuation, such modifications are not mandatory. *See* Minn. Stat. § 518.58, subd. 1 ("If there is a substantial change in value of an asset between the date of valuation and the final distribution, the court may adjust the valuation of that asset as necessary to effect an equitable distribution."). And although wife argues that the district court should have changed the valuation date "because of a significant increase in market value change"

that the valuation date is March 31, 2023. While wife is right that the valuation date is listed in a section of the J&D under the heading, "Findings of Fact," to the extent that an agreed-to and stipulated valuation date is a conclusion of law, "the labeling of a conclusion of law as a 'finding of fact' is not determinative of its true nature, and it need not be considered a finding by the appellate court." *Graphic Arts Educ. Found. v. State*, 59 N.W.2d 841, 844 (Minn. 1953) (footnote omitted); *see also Gill v. Gill*, 919 N.W.2d 297, 307 (Minn. 2018) (quoting this aspect of *Graphic Arts* in a marital-dissolution appeal).

We therefore conclude that the district court acted within its discretion in approving the QDRO, which is consistent with the J&D. *Potter*, 471 N.W.2d at 114.

III. Wife has not shown that the district court abused its discretion based on her claim that the QDRO violates ERISA.

Wife asserts that the district court abused its discretion in approving the QDRO because "the QDRO is not qualified under federal law" and does not "meet specific requirements under ERISA."

Wife has not shown that the QDRO fails to satisfy ERISA. The first and second page of the QDRO contains: the participant and alternate payee's names and addresses; the amount awarded to wife; and the period and plan to which the order applies. *See* 29 U.S.C. § 1056(d)(3)(C). Paragraph 17 of the QDRO also states that the QDRO does not require that the plan or plan administrator undertake any of the actions prohibited by 29 U.S.C.

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concerning "the bulk of retirement savings," we discern no abuse of discretion in the district court's decision to decline to make such an adjustment after the parties agreed and stipulated to the March 31, 2023 valuation date.

§ 1056(d)(3)(D). Thus, wife has not established that the district court abused its discretion based on her claim that the QDRO violates ERISA.[8]

Affirmed.

[8] As much as wife suggests that the QDRO does not satisfy the requirements of ERISA because it is inconsistent with the J&D based on the alleged omissions discussed above, because we have rejected wife's omission claims, her argument in this regard does not merit reversal of the QDRO.