*This opinion is nonprecedential except as provided by Minn.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**
**A25-1865**

Michelle A. Krawczyk,
Respondent,

vs.

Gregory Scott Aberle, f/k/a Gregory Scott Peterson,
Appellant.

**Filed July 13, 2026**
**Affirmed**
**Schmidt, Judge**

Anoka County District Court
File No. 02-CV-16-6400

Ryan P. Supple, Carl E. Christensen, Aaron D. Sampsel, Christensen Sampsel PLLC, Minneapolis, Minnesota (for respondent)

John G. Westrick, Savage Westrick, PLLP, Bloomington, Minnesota (for appellant)

Considered and decided by Cochran, Presiding Judge; Ross, Judge; and Schmidt, Judge.

**NONPRECEDENTIAL OPINION**

**SCHMIDT**, Judge

Appellant challenges the district court's postjudgment order to compel that awarded respondent attorney fees and attached some of appellant's property. We affirm.

## FACTS

In 2020, respondent Michelle A. Krawczyk obtained a $187,792.18 judgment against appellant Gregory Scott Aberle, f/k/a Gregory Scott Peterson. We affirmed on direct appeal. *See Krawczyk v. Aberle*, No. A20-1401, 2021 WL 3136459 (Minn. App. July 26, 2021), *rev. denied* (Minn. Oct. 19, 2021). Aberle did not pay the judgment.

In 2022, Krawczyk served postjudgment discovery requests on Aberle. Aberle responded, disclosed several income sources, noted that he had "some income" from his business Midwest Charters and Tours (d/b/a Dolphin Water Taxi[1]), and also disclosed that he possessed two bank accounts, two vehicles, and a boat.

In 2023, Krawczyk served Aberle with additional discovery requests. Aberle responded with a completed financial disclosure form. In later responses, Aberle identified a bank account that he had not previously disclosed and two additional vehicles. Aberle disclosed that the ownership to one vehicle was transferred, and the second vehicle was "sold to a private party for $10,000, earlier in 2023." Aberle also disclosed that, in 2021, he transferred his ownership in Midwest Tours to his girlfriend, J.K.

Krawczyk's counsel sent a letter to Aberle's counsel outlining deficiencies in Aberle's discovery responses. Krawczyk's counsel also attempted to set a meet-and-confer conference for several dates in October. Aberle's counsel responded to some aspects in an email but never responded to the proposed meet-and-confer dates.

[1] Dolphin Water Taxi is a boat-taxi service located in the U.S. Virgin Islands. Several businesses operate under the company, including: Dolphin Water Shuttle; Dolphin Land and Sea Transport, LLC; Dolphin Charters; Midwest Charters and Tours LLC; and Midwest Charter E-Tours.

After the parties agreed to a date for a deposition, Krawczyk's counsel served Aberle with a notice of deposition on a date in June 2024. But neither Aberle nor his attorney appeared for the scheduled deposition. Krawczyk also served J.K. with a subpoena to produce documents and to appear for a deposition. J.K. did not produce documents and did not appear for the scheduled deposition.

Krawczyk moved the district court for an order to show cause and to compel discovery responses from Aberle and J.K. The district court issued an order to show cause and set a hearing at which Aberle and J.K. were required to appear. Two weeks before the scheduled hearing, Aberle produced 1,002 pages of new documents, including more previously undisclosed financial accounts. But Aberle did not produce any information about transferred assets.

After the show-cause hearing, the district court granted Krawczyk's motion to compel and awarded attorney fees incurred while attempting to force production of documents and information.

***J.K. Deposition***

In April 2025, Krawczyk's counsel deposed J.K. During the deposition, J.K. stated that she and Aberle do not share finances or own assets together. J.K. testified that she is an employee at Dolphin Water Taxi, which she said was owned by Aberle, even though he receives no income for managing and owning the company. J.K. testified that Aberle transferred Midwest Tours to her because he "wanted stuff out of his name." J.K. denied that any ownership interest in Midwest Tours was transferred to her.

J.K. produced billing statements for three financial accounts: one personal account and two business accounts for Dolphin Water Taxi with Wells Fargo and CapitalOne.[2] J.K. testified that Aberle had been named on the accounts for Dolphin Water Taxi and its related companies, but he asked J.K. to put her name on the two accounts instead of his name. J.K. testified that she was uncertain whether Aberle was an authorized user of the accounts, but he had J.K.'s password and could gain access to the accounts. J.K. also noted that Aberle controlled and used both accounts even though they were under her name.

The Wells Fargo business account showed that Aberle used the account for personal expenses in Minnesota, including payments to his attorney, home mortgage, and auto loan. The CapitalOne business account was also used by J.K. and Aberle for personal expenses.

Aberle produced account statements for Merchants Commercial Bank under the name "Dolphin Land & Sea Transport LLC," which J.K. stated was a business account of which Aberle was the only authorized user. The account was used for business expenses in the U.S. Virgin Islands but was also used to pay a CapitalOne account, other bank cards and credit cards, and to make purchases in other places in the United States.

While Aberle was not on the payroll or reporting income for owning and managing Dolphin Water Taxi or its related companies, he controled and used the financial accounts—which were under J.K.'s name—for his own personal expenses.

[2] The Wells Fargo account was under the name "[J.K.] dba Dolphin Water Shuttle" and the CapitalOne account was under the name "[J.K.] Dolphin Land and Sea Transport." J.K. testified that she did not know why her name was on the accounts with co-accountholders "Dolphin Water Shuttle" and "Dolphin Land and Sea Transport" because she was not familiar with those entities.

J.K. stated that she owned two vehicles. But records show that there are ten vehicles registered in Minnesota under J.K.'s license number. J.K. admitted that she also holds title to two of Aberle's vehicles and that Aberle asked to put the titles in her name even though he owns them. Aberle previously held title to all of the vehicles, and the titles were transferred after the 2020 judgment. J.K. and Aberle did not pay each other money for the transfers of any vehicle titles. Aberle did not disclose the vehicles in his discovery responses, nor did he provide any information about where they were stored or any purported sales or transfers of the vehicles to J.K. or anyone else.

***Preliminary Attachment Order***

After discovering evidence that Aberle may have transferred, hidden, or disposed of assets, Krawczyk applied for an ex parte preliminary attachment order to prevent additional transfers. The district court granted the application in May 2025.

***Current Litigation***

Krawczyk moved for permission to file a supplemental complaint that would seek to void Aberle's fraudulent transfers and prevent additional transfers. Krawczyk also moved for a permanent attachment order, which attached certain assets owned or controlled by Aberle that would be sufficient to satisfy Krawczyk's 2020 judgment against Aberle.

The district court granted Krawczyk's motions. Several assets were subject to the attachment order, including the business accounts and vehicles titled under J.K.'s name. The district court also awarded Krawczyk $21,355.58 for attorney fees and costs that she incurred while trying to obtain and review Aberle's discovery responses.

Aberle appeals.

## DECISION

Aberle argues that the district court abused its discretion by (1) determining that Krawczyk satisfied her meet-and-confer obligation; (2) granting Krawczyk's motion to compel after undue delay; (3) attempting to attach certain assets; and (4) making certain factual findings. We apply an abuse-of-discretion standard of review to these issues. *Carlson v. SALA Architects, Inc.*, 732 N.W.2d 324, 331 (Minn. App. 2007) (attorney fees), *rev. denied* (Minn. Aug. 21, 2007); *Energy Transfer LP v. Greenpeace Int'l*, 23 N.W.3d 554, 563 (Minn. 2025) (discovery orders); *Carroll v. Carroll*, No. C8-97-1566, 1998 WL 113947, at *2 (Minn. App. Mar. 17, 1998) (attachment).[3]

### A. The district court did not abuse its discretion in determining that Krawczyk satisfied her meet-and-confer obligation.

Aberle first argues that the district court abused its discretion by granting Krawczyk's motion because she failed to satisfy her obligation to meet-and-confer before filing her motion to compel. The Minnesota Rules of Civil Procedure require a movant to confer, or attempt to confer, "in good faith . . . with the person or party failing to make the discovery." Minn. R. Civ. P. 37.01(b); *see also* Minn. R. Gen. Prac. 115.10 (requiring parties to confer or to provide "reasons for not complying, including lack of availability or cooperation of opposing counsel"). Satisfying the meet-and-confer obligation "is a condition precedent to filing a motion to compel." *Tamburino v. Freeman*, 24 N.W.3d 318, 324 (Minn. App. 2025).

[3] We cite this case for its persuasive authority. Minn. R. Civ. App. P. 136.01, subd. 1(c).

The record shows that Krawczyk sent a letter and multiple emails to Aberle and his counsel before filing her motion to compel. Krawczyk's counsel sent Aberle's counsel dates to meet and confer, but Aberle's counsel never responded to the proposed dates. Krawczyk's counsel also served Aberle notice of a deposition scheduled on a date to which both parties agreed, but neither Aberle nor his attorney appeared for the deposition. When faced with Aberle's lack of cooperation, Krawczyk attempted to pursue discovery through Aberle's girlfriend, when some disclosures identified her as a transferee of some of Aberle's assets. J.K. was similarly uncooperative and also did not appear for her scheduled deposition. Once it was clear that Aberle would not engage or comply without court intervention, Krawczyk moved the district court for show-cause orders against Aberle and J.K. The record demonstrates that Krawczyk attempted, in good faith, to contact Aberle multiple times—through different mediums—about the discovery deficiencies. The district court did not abuse its discretion in determining that Krawczyk satisfied her meet-and-confer obligation.

**B. Abele's undue delay argument is forfeited.**

Aberle next argues that the district court abused its discretion by granting Krawczyk's motion to compel because of the undue delay in filing the motion. But Aberle failed to raise this issue before the district court and it is, therefore, forfeited. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) (appellate courts may consider only issues presented to and considered by the district court).

### C. The district court did not abuse its discretion by attaching certain assets.

Aberle challenges the district court's decision to attach certain assets. Attachment is a proceeding "ancillary to a civil action for the recovery of money[.]" Minn. Stat. § 570.01 (2024). The attachment statute provides, "[a]ll property not exempt from execution under the judgment demanded in the civil action is subject to attachment." *Id.* Attachment may be granted if the moving party shows a probability of success on the merits, and the existence of at least one of the six statutory grounds for attachment. Minn. Stat. § 570.026, subd. 3 (2024); Minn. Stat. § 570.02 (2024) (outlining statutory criteria).

Aberle contends that the district court abused its discretion by attaching (1) property outside of Minnesota and (2) a credit card. We address each argument in turn.

#### 1. Aberle's argument related to attaching property outside of Minnesota fails.

Aberle argues that the district court erred by attaching assets outside of Minnesota because caselaw prohibits attaching "assets located outside the state." *Allstate Sales & Leasing Co., v. Geis*, 412 N.W.2d 30, 33 (Minn. App. 1987). Aberle argues that the district court abused its discretion because it attached assets located in the U.S. Virgin Islands (a bank account) and in North Carolina (vehicles). Aberle's argument fails because he did not provide the district court with facts to demonstrate that these assets were located outside of Minnesota before the district court issued the attachment order. Because the location of the assets was not presented to the district court, we discern no error in the record before us. *Thiele*, 425 N.W.2d at 582 (appellate courts only address matters presented to and considered by the district court). *See also Butler v. Jakes*, 977 N.W.2d 867, 873 (Minn. App. 2022) ("Appellate courts cannot presume error by the district court.").

We also reject Aberle's contention that a district court can never attach property outside of Minnesota. The statute contemplates attaching property that has been removed from Minnesota. The statute provides that an order of attachment for the satisfaction of a judgment may be issued "when the respondent *has removed* . . . any of the respondent's nonexempt property from this state, with intent to delay or defraud the respondent's creditors." Minn. Stat. § 570.02, subd. (1)(2) (emphasis added). The word "has" before the word "removed" means that the property is already located outside of Minnesota. *Id.* Thus, the statute anticipated the exact scenario that Aberle argues is prohibited: attaching property that was removed from Minnesota in an attempt to delay or defraud creditors. *Id.*

We also conclude that Aberle's argument fails because the district court determined that Krawczyk satisfied three statutory grounds for attachment. *See id.*, subd. 1(1)-(3). The district court found that Aberle "assigned, secreted, or disposed of . . . nonexempt property[] with intent to delay or defraud" his creditors, including Krawczyk (*id.*, subd. 1(1)); he "removed" some of his nonexempt assets from Minnesota with the "intent to delay or defraud" his creditors, including Krawczyk (*id.*, subd. (1)(2)); and he "converted" some of his nonexempt assets "into money or credits, for the purpose of placing" those assets beyond the reach of his creditors, including Krawczyk (*id.*, subd. (1)(3)). These findings are supported by facts in the record.

The record supports the district court's findings that Aberle maintained control of his business accounts held under the names of third parties, used funds from those accounts for his personal expenses, and made transfers from the accounts. Aberle also sold business interests and vehicles after judgment was entered against him but failed to disclose who made the purchases and what he received in exchange for the property.

The district court also determined that Aberle had notice of the hearing, had an opportunity to identify exempt property, but "has not identified any applicable exemption." Thus, the district court acted within its discretion in issuing the attachment order.

**2. Aberle's credit-card arguments are forfeited.**

Aberle argues that the district court erred by attempting to attach a credit card account, but his argument is forfeited because he failed to raise it to the district court. *Thiele*, 425 N.W.2d at 582. He also fails to adequately support his claim with argument or citation to legal authority. *State v. Bartylla*, 755 N.W.2d 8, 22 (Minn. 2008). Since "prejudicial error" is not "obvious on mere inspection[,]" the argument is forfeited. *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971).

**D. The district court's findings are supported by the record.**

Aberle argues that the district court made several findings that were not supported by the record. Aberle does not, however, cite the specific findings he is challenging or identify what evidence presented to the district court demonstrates clear error.[4] The issue is, therefore, forfeited. *Thiele*, 425 N.W.2d at 582.

**Affirmed.**

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[4] Aberle cites to a February-2026 affidavit, but the affidavit was not in the record before the district court when it issued the September-2025 attachment order.