STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1023

In the Marriage of:

Amber Rose Atak, petitioner,
Respondent,

vs.

Ker Yel Yel Atak,
Appellant.

Filed June 2, 2025
Affirmed in part and remanded
Cochran, Judge

Olmsted County District Court
File No. 55-FA-22-2176

Amber Rose Krause, Rochester, Minnesota (pro se respondent)

Nahid Abuelhassan, Abuelhassan Law, P.L.L.C., St. Paul, Minnesota (for appellant)

Considered and decided by Cochran, Presiding Judge; Slieter, Judge; and Kirk, Judge.*

NONPRECEDENTIAL OPINION

COCHRAN, Judge

In this marriage-dissolution appeal arising from the district court's final judgment and decree, appellant challenges several of the district court's determinations regarding

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

valuation and division of the parties' property. Appellant also argues that the district court abused its discretion by ordering him to pay retroactive child support and conduct-based attorney fees. We discern no abuse of discretion in the district court's child-support determinations. But we conclude that the district court's findings of fact and conclusions of law in the final judgment and decree contain inconsistencies regarding the division of the parties' property and the amount of conduct-based attorney fees awarded that require further explanation by the district court. We therefore affirm in part and remand to the district court to clarify these inconsistencies.

FACTS

Appellant Ker Yel Yel Atak and respondent Amber Rose Atak (now known as Amber Rose Krause)[1] were married in 2013 and have five joint children. Krause filed a petition for dissolution of marriage in April 2022.

The matter proceeded to a pretrial hearing in March 2023, at which Atak did not appear. Based on Atak's absence, Krause moved to proceed by default. The district court granted Krause's motion and entered a default judgment and decree. In the default judgment and decree, the district court ordered Atak to pay Krause past child support and established Atak's basic-child-support obligation going forward. Based on the division of the parties' property under the default judgment and decree, Krause owed Atak an equalization payment, which she paid following entry of the judgment.

[1] In the final dissolution judgment and decree, the district court granted Amber Rose Atak's request to change her name to Amber Rose Krause, which is the name she used to sign her filings on appeal. We therefore defer to Krause's preference regarding her name and refer to her as such in this opinion.

In August 2023, Atak moved to vacate or reopen the default judgment and decree. In support of his motion, Atak asserted that his previous counsel withdrew a few days before the pretrial hearing and failed to warn him of "the gravity of failing to appear for the [p]retrial [hearing]." Atak also asserted that the default judgment should be vacated because Krause misrepresented the value of various pieces of property and the amount of child support owed by Atak, resulting in Atak "receiving tens of thousands of dollars less than was equitable."

The district court granted Atak's motion to vacate the default judgment and decree. In a written order, the district court determined that Atak's failure to appear was excusable given the circumstances. The district court further observed that Atak's contentions about property values were "reasonable positions to argue on the merits," but noted that Atak's "evidence on these points has yet to be presented and evaluated" and "may turn out to be unpersuasive." The district court ultimately vacated the default judgment and decree, except for the provisions requiring Atak to make monthly child-support payments to Krause.

The dissolution proceeded to a two-day court trial. At trial, the main issues were custody, parenting time, the amount of child support, and property division.[2] Following trial, the district court took the matter under advisement and filed a written order. The following is a summary of the district court's findings and the evidence submitted at trial underlying the district court's findings of fact.

[2] Custody and parenting time are not at issue on appeal.

Personal Property

The parties purchased a home together in 2010—before their marriage—and financed the purchase with a mortgage on the property. Krause testified that she made a down payment of $8,654.91 on the house from her own funds. Krause called a real-estate appraiser to testify, who opined that the house was worth $240,000 as of October 2022. Atak did not present expert testimony on the value of the house, but he did assert that the house was worth approximately $285,000 based on the values of other homes in the same neighborhood.

Krause testified that Atak operated a car-repair business at the parties' house. Krause further testified that, when the parties separated, Atak left chemicals, tools, and other debris in the parties' garage that required professional cleaning. Krause presented evidence of the cleaning expenses, which amounted to over $7,000. Krause's real-estate appraiser testified that his appraisal of the house assumed that the cleanup had taken place. The district court ruled from the bench that the cleaning cost was "an expense that ought to be shared."

The parties testified and presented evidence on various other pieces of property, including the parties' cars, bank accounts, retirement accounts, insurance policies, and personal debts. Relevant to this appeal, Krause testified that Atak left a significant number of tools at the house when the parties separated. Krause testified that she afforded Atak a period to retrieve the tools. After Atak failed to collect his tools, Krause considered them "abandoned." Krause testified that she gave some of the tools to the parties' adult son and had disposed of any broken tools. Krause requested that the court award the value of the

tools to Atak. Krause also testified that Atak should be awarded the value of land in Africa that he purchased during the parties' marriage. Atak testified that the parties purchased the property as a gift for Atak's mother. The district court ruled from the bench that it would not consider the value of the tools and the land in Africa when it apportioned the parties' property.

Child Support

Krause requested child support retroactive to the parties' separation based on the calculation of Atak's monthly basic-child-support obligation during that period, as well as reimbursement for one-half of various additional expenses relating to the parties' minor children. Regarding the retroactive child support, Krause testified that Atak had not "contributed anything above and beyond basic child support" since the default judgment and decree was entered.

As for the past expenses, Krause introduced a spreadsheet containing itemized expenses she incurred since the parties' separation. The spreadsheet credited Atak for $14,590 in voluntary mortgage payments he had made since the parties separated. In all, the spreadsheet showed that Atak owed Krause $11,349.17. Krause also testified, without objection, that Atak owed an additional $1,053.61 for expenses incurred after the preparation of her spreadsheet.

Final Dissolution Judgment and Decree

In the final dissolution judgment and decree, the district court awarded Krause the house and her retirement accounts, bank accounts, cars, and life-insurance policies. The court awarded Atak his retirement accounts, bank accounts, cars, life-insurance policies,

and various household goods in his possession. The result of the property division was that Krause owed Atak a cash equalizer. But the district court reduced the equalizer to account for "Back Child Support," Atak's unpaid expenses reflected in Krause's spreadsheet, repayment of the cash equalizer made by Krause under the default judgment and decree, and one-half of the cost to clean the debris left in the home from Atak's car-repair business. The district court also granted Krause conduct-based attorney fees based on Atak's insistence on reopening the default judgment and decree, further offsetting the cash equalizer.

Atak appeals.

DECISION

Atak contends that the district court (1) erred by determining that Krause had a nonmarital interest in the parties' house; (2) abused its discretion in its division of the parties' property; (3) abused its discretion by ordering him to pay back child support and half of various expenses incurred by Krause since the parties' separation; and (4) abused its discretion by ordering conduct-based attorney fees. We address each argument separately.

I. The district court did not err in its determination of Krause's nonmarital interest in the parties' house.

Upon dissolution of the parties' marriage, the district court "shall make a just and equitable division of the marital property of the parties." Minn. Stat. § 518.58, subd. 1 (2024). Property acquired by the parties during the marriage, no matter which party holds title to the property, is presumed to be marital property. Minn. Stat. § 518.003, subd. 3b

(2024). "To overcome the presumption that property is marital, a party must demonstrate by a preponderance of the evidence that the property is nonmarital." *Olsen v. Olsen*, 562 N.W.2d 797, 800 (Minn. 1997). Nonmarital property includes property acquired by either party before the marriage. Minn. Stat. § 518.003, subd. 3b.

"Whether property is marital or nonmarital is a question of law" reviewed de novo, but appellate courts "defer to the district court's underlying findings of fact and [will] not set the findings aside unless they are clearly erroneous." *Gill v. Gill*, 919 N.W.2d 297, 301 (Minn. 2018) (quotation omitted). Likewise, appellate courts defer to a district court's credibility determinations. *Wilson v. Wilson*, 11 N.W.3d 331, 337 (Minn. App. 2024), *rev. denied* (Minn. Dec. 17, 2024).

Atak challenges the district court's determination that Krause had a nonmarital interest in the parties' house. It is undisputed that the parties bought the house before their marriage. At trial, Krause testified that she made a down payment on the house, as shown in a settlement statement admitted at trial. Krause further testified that she received a refund for the 2009 tax year and applied that money to the down payment for the house. Krause added that Atak did not contribute any of his own funds to the down payment.

Atak contends that "no other documents [beyond the settlement statement] were provided to show that the down payment was actually made by [Krause]." But, at trial, Atak did not offer any evidence suggesting that Krause *did not* make the down payment from her own money. Instead, Atak objected to Krause's testimony and the admission of the settlement statement. Atak argued that, although they were not married, he and Krause shared a joint bank account when they bought the house. Atak added that he "let [Krause]

claim the kids" on her tax return so that they could apply the tax credit to the down payment. On appeal, Atak continues to rely on his objection to Krause's testimony and the settlement statement to assert that Krause does not have a nonmarital interest in the house. But, beyond his mere assertion, Atak points to no evidence that the money for the down payment came from the parties' joint bank account. To the extent that the district court credited Krause's testimony over Atak's, we must defer to that credibility determination. *See id.* We therefore conclude that Krause's testimony and the settlement statement are sufficient to establish Krause's nonmarital interest in the house by a preponderance of the evidence. Accordingly, the district court did not err by determining that Krause held a nonmarital interest in the house.

Atak also disputes the district court's valuation of Krause's nonmarital interest in the house. A district court's determination of the value of an asset is a finding of fact reviewed for clear error. *Maurer v. Maurer*, 623 N.W.2d 604, 606 (Minn. 2001). "[F]indings are clearly erroneous when they are manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole." *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quotation omitted).

The district court found that Krause's nonmarital interest in the house was worth $17,310 at the time of trial. The district court's valuation of Krause's nonmarital interest in the house is supported by the record. Krause testified that she made a down payment of $8,654.91 on the house before the parties were married. Krause produced evidence that the house was worth $120,000 at the time of purchase and that its value had increased to $240,000. Krause introduced an exhibit containing her calculation of her current

nonmarital interest in the house through a formula known as the *Schmitz* formula.[3] Krause's application of the *Schmitz* formula demonstrated that, because the house's value doubled from $120,000 at the time of purchase to $240,000, Krause's nonmarital interest (from the down payment) also doubled in value to $17,310. Atak did not object at trial to Krause's application of the *Schmitz* formula to calculate her nonmarital interest in the house.[4]

On appeal, Atak asserts that the settlement statement admitted at trial shows that Krause made a down payment of only $500, resulting in Krause having a nonmarital interest in the house of only $105.94. Because Atak did not make this argument before the district court, the argument is not properly before us. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). Regardless, the numbers that he uses to support his argument have no support in the record. Accordingly, Atak has not established that the district court clearly erred in its valuation of Krause's nonmarital interest in the house.

In sum, the district court did not err by determining that Krause established her nonmarital interest in the parties' house by a preponderance of the evidence. Nor did the

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[3] 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 v. Antone*, 645 N.W.2d 96, 101 (Minn. 2002). 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.* at 102 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.*

[4] Because Atak does not challenge Krause's application of the *Schmitz* formula on appeal, we take no position on whether Krause properly applied the formula in this instance.

district court abuse its discretion in its valuation of Krause's nonmarital interest in the house.

II. The district court's division of the parties' property requires remand for clarification.

Atak challenges various aspects of the district court's division of the parties' property. As stated above, the district court "shall make a just and equitable division of the marital property of the parties." Minn. Stat. § 518.58, subd. 1. District courts have broad discretion in dividing property during a dissolution and will be overturned only for an abuse of discretion. *Antone*, 645 N.W.2d at 100. We will "affirm the [district] court's division of property if it had an acceptable basis in fact and principle even though we might have taken a different approach." *Id.*

We address the various disputed property divisions in turn and conclude that only Atak's argument regarding Krause's retirement accounts has merit.

Krause's Retirement Accounts

Atak contends that the district court awarded Krause the entire amount of her retirement accounts "without making any findings to support the disproportionate distribution of said assets." Krause counters that the district court "awarded the entire amount to [her] due to several factors," including that Krause would be unable to pay any equalization payment because of her outstanding debts. The division of the marital portion of a spouse's retirement account during a dissolution is generally discretionary with the district court. *Faus v. Faus*, 319 N.W.2d 408, 413 (Minn. 1982).

In the final judgment and decree, the district court awarded the parties their respective retirement accounts. The district court found that Krause had retirement and pension accounts with marital values of $33,708.33 and $35,535.43, for a total marital value of $69,243.76. At trial, Krause's attorney conceded that Krause "has a more significant interest in her retirement and *that there could be a payout to Mr. Atak, and that's set forth on our distribution schedule as well*." (Emphasis added.) But, while Krause's attorney indicated that Krause agreed to equalization of her retirement accounts, the district court's calculation of the equalization payment did not include the marital value of Krause's retirement accounts. Instead, the equalization payment included in the final judgment and decree is based entirely on the district court's division of "after-tax assets," such as the parties' house, vehicles, and bank accounts. While Krause points to various reasons that the district court could have concluded it was just and equitable to award Krause her retirement and pension accounts without requiring an equalization payment, the district court did not expressly make such a determination or provide any explanation as to why its decision is just and equitable.

We therefore remand for the district court to make explicit findings and determinations on whether the marital value of Krause's retirement accounts should factor into the equalization payment and, if not, why it is just and equitable for Krause to retain those assets without a corresponding equalization payment to Atak.

Land in Africa and Atak's Tools

Atak asserts that the district court abused its discretion when it awarded him the land in Africa and his tools, "treat[ing] [them] as marital assets." We are not persuaded.

In the final judgment and decree, the district court found that Atak bought land in Africa. But the district court credited Atak's trial testimony that he gifted the property to his mother, and so the court "[did] not find this to be an asset of the marriage and is not including it in the property distribution." Likewise, the district court found that after Atak failed to remove the tools from the home as ordered, Krause "disposed of or gifted the tools to the parties' son." Accordingly, the district court "[did] not include the value of these tools in the overall property division." Nothing in the record indicates that the district court included the value of either item in its calculation of the equalization payment. The district court therefore did not abuse its discretion in this regard.

Debts

Atak also challenges various aspects of the district court's distribution of the parties' debts. "Debts, like assets, are apportionable, and each division of property is considered in the light of the particular facts of that case." *Chamberlain v. Chamberlain*, 615 N.W.2d 405, 414 (Minn. App. 2000), *rev. denied* (Minn. Oct. 25, 2000).

First, Atak asserts that the district court abused its discretion by assigning him one-half of the debt Krause incurred to clean the parties' house after their separation. The district court reasoned that "Atak was principally responsible for making the mess, but it brought in income for the family. I think it's a—it's an expense that ought to be shared." Atak argues that attributing half the cost to him permits Krause to "double-dip[]" because the value of the home was assessed on the assumption that the hazardous materials were cleaned. Because the house was valued at a higher amount, he argues, he should "be considered [to have] already paid his half of the cleaning cost." This argument is

unpersuasive. Under the judgment and decree, Atak received one-half of the marital value of the parties' home through the cash equalizer. Thus, had the cleaning costs been incorporated into the value of the house, thereby reducing its marital value, Atak would have received a smaller cash equalizer. Whether the cleaning costs are included in the value of the house or independently assigned to the parties, the result is the same for both parties. In other words, Krause is not "double-dipping."[5] Accordingly, Atak has not demonstrated that the district court's distribution of the cleaning costs was an abuse of discretion.

Second, Atak asserts that the district court abused its discretion by ordering that he "be solely responsible for any debt incurred in his name." Atak asserts that he "did not waive his right to allocate half of his debt to [Krause]." The district court found that Atak's debts consisted only of a "credit card with no balance" and a student loan with a balance of $91,000. The district court "did not include [Atak's] student loan in the overall distribution as this loan was incurred prior to the parties' marriage." Atak does not dispute that his student loan was incurred before the marriage. Therefore, the district court did not abuse its discretion by omitting the loan from the property distribution.

[5] This table, which uses hypothetical round numbers for simplicity, demonstrates the futility of Atak's argument:

	House Value	Cleaning Cost	Each Party's Share
Cleaning cost shared by parties directly:	100	-10	(100 - 10) / 2 = 45
Cleaning cost incorporated into house value:	90	-	90 / 2 = 45

Conclusion

The district court did not abuse its discretion in its division of most of the parties' assets. We conclude, however, that the final judgment and decree does not adequately explain why it was just and equitable for Krause to retain the entire marital portion of her retirement accounts. We therefore affirm the district court's division of property in part and remand for the district court to make additional findings and determinations on Krause's retirement accounts. On remand, the district court may reopen the record if necessary to facilitate such findings and determinations.

III. The district court did not abuse its discretion in its child-support determinations.

Next, Atak challenges the district court's child-support determinations. District courts have "broad discretion" in providing for the support of the parties' children in a dissolution proceeding. *Rutten v. Rutten*, 347 N.W.2d 47, 50 (Minn. 1984). Because "a parent's child support responsibilities begin at the child's birth," a district court may order retroactive child support as part of a final decree. *Korf v. Korf*, 553 N.W.2d 706, 710 (Minn. App. 1996) (quotation omitted). The district court "may consider all payments made by the obligor since the time of the separation and address all of the parties' concerns in a single action." *Id.* at 710-11 (quotation omitted).

The district court calculated Atak's basic-child-support obligation from the date of the parties' separation through the trial date in February 2024. After crediting Atak for voluntary payments made since the default judgment and decree, the district court determined that Atak still owed $23,932.37 in basic child support during that period.

Atak argues that, because there was no child-support order in effect before the default judgment and decree, the district court impermissibly ordered Atak to pay arrears. "Arrears are amounts that accrue pursuant to an obligor's failure to comply with a support order." Minn. Stat. § 518A.26, subd. 3 (2024). The final judgment and decree does not require Atak to pay "arrears." The district court instead ordered that Atak pay "back child support," which is permissible even without an existing child-support order in place. *See Korf*, 553 N.W.2d at 710-11. Accordingly, the district court did not abuse its discretion by ordering Atak to pay back child support.

Atak also argues that the district court abused its discretion by ordering him to pay his share of various expenses relating to the parties' minor children that Krause incurred after the parties' separation. Atak asserts that these expenses are "not supported by the Minnesota Child Support Statutes."[6]

A district court may "look at the entire financial circumstances of the parties" and order one party to repay debts accrued by the other party as "additional child support." *Jones v. Jones*, 220 N.W.2d 287, 291 (Minn. 1974). The award of additional expenses here was based on Krause's testimony about various expenses that she had documented since the separation, including payments she made for Atak, mortgage payments, and expenses for the children. Krause also provided proof of these expenses. Atak presented no evidence

[6] Atak does not contend that the additional expenses relating to the children are duplicative of his retroactive basic-child-support obligation, which covers the period during which Krause incurred the additional expenses. We express no opinion on whether the additional expenses are warranted in light of the award of retroactive basic child support.

to dispute any of these expenses. Accordingly, the district court acted within its broad discretion by awarding Krause these expenses as additional child support. *See id.*

Lastly, Atak appears to contend that the district court should have considered the $14,590 in voluntary mortgage payments he made to Krause as an offset to his retroactive basic-child-support obligation rather than as a credit against the additional expenses relating to the children incurred by Krause. Even assuming that Atak is correct, any error is harmless. Atak received credit for his voluntary mortgage payments to Krause. Regardless of whether those payments offset his retroactive basic-child-support obligation or his share of the additional expenses relating to the children paid for by Krause, the impact on the final equalization payment is the same. Therefore, any alleged error in this regard is harmless and does not warrant reversal. Minn. R. Civ. P. 61; *see also Midway Ctr. Assocs. v. Midway Ctr., Inc.*, 237 N.W.2d 76, 78 (Minn. 1975) (stating that error without prejudice is not grounds for reversal).

In sum, we discern no abuse of discretion in any of the district court's determinations regarding retroactive and additional child support.

IV. The district court did not abuse its discretion by awarding Krause conduct-based attorney fees but its findings on the amount awarded require clarification.

Lastly, Atak challenges the district court's award of conduct-based attorney fees to Krause. The award of conduct-based attorney fees is "discretionary with the district court." *Szarzynski v. Szarzynski*, 732 N.W.2d 285, 295 (Minn. App. 2007); *see also* Minn. Stat. § 518.14, subd. 1a (2024) (providing a district court the discretion to award "additional

fees, costs, and disbursements against a party who unreasonably contributes to the length or expense of the proceeding").[7]

The district court found that Atak unreasonably contributed "to the length and expense of these proceedings" by insisting that the default judgment be reopened for trial. The district court noted that the trial resulted in roughly the same outcome as the default judgment and that Atak misrepresented his position during the trial. Accordingly, the district court awarded Krause $24,574.50 in attorney fees, the purported amount of fees incurred "since the decree was reopened."

Atak argues that this award was an abuse of discretion for two reasons. First, he disputes the basis for awarding the fees. Second, he contests the amount of fees awarded. We address each argument in turn.

Basis for Attorney Fees

Atak contends that the district court previously determined that he established valid reasons to reopen the judgment and decree, and so he should not be punished for the case coming to a resolution. Atak asserts that the district court essentially "penalize[d]" him for its "own order granting [his] motion to vacate."

[7] Section 518.14 was amended in 2024 to add a new subdivision. 2024 Minn. Laws ch. 101, art. 1, § 5, at 862-63. The 2022 version of section 518.14 was in effect when the district court filed the final dissolution judgment and decree. We cite the most recent version of section 518.14 because the amendment does not change the substance of the applicable language regarding a district court's discretion to award conduct-based attorney fees. Rather, the amendment merely moved the applicable language into the new subdivision. *Compare* Minn. Stat. § 518.14, subd. 1 (2022), *with* Minn. Stat. § 518.14, subd. 1a (2024).

The district court set aside the default judgment and reopened the case because Atak's attorney withdrew shortly before the pretrial conference. The district court noted that it was plausible that Atak did not understand the gravity of failing to appear at the pretrial conference given Atak's assertion that his attorney failed to advise him of the possible consequences of missing the pretrial conference. The district court also noted that default judgment was entered without prior notice to Atak.[8] As such, the district court found that Atak's failure to appear at the pretrial hearing "was an inadvertent and excusable mistake made when he found himself suddenly without a lawyer." The district court therefore elected to vacate the default judgment in consideration of Atak's self-represented status and his colorable arguments about the valuation of the house and the characterization of various payments made by Atak to Krause. But, in its order, the district court specifically noted that Atak's arguments "may turn out to be unpersuasive," depending on the evidence presented at trial.

In the end, the district court determined that Atak's arguments related to the property valuation and various payments were not persuasive. Near the end of trial, the district court explained its position:

> I reopened this matter because I thought you made a plausible argument that kind of, you know, by mistake, through kind of excusable neglect you'd missed the pretrial.
>
> . . . .
>
> . . . You didn't come to the pretrial. The decree got signed. That's when you brought the motion to reopen. I, you

[8] Contrary to Atak's assertion, the district court *did not* find that Atak did not receive notice of the pretrial conference.

> know, I was persuaded that arguably you'd missed your day in court in part, as I recall it, through actions by your lawyer. Your other lawyer. So I allowed it to be reopened.
>
> And now I think we're ending up largely in the same position we were when you asked me to reopen the decree. I think we're going to largely get to an outcome that is much like what was available to you early in the summer, and now it's January of the next year.
>
> I think there's a pretty good argument here that you saying I want this reopened, I want to have a trial, has caused a matter to be tried at expense to reach the same result that we had last summer, or close to it.[9]

In other words, despite acknowledging the potential merit in Atak's arguments when reopening the matter, the district court ultimately determined that the arguments were meritless and only served to unreasonably delay the dissolution.

The district court also considered Atak's shifting position when it awarded attorney fees. The district court noted that, at the onset of trial and contrary to his previous position, Atak stated that he was not going to contest any of the property issues and only wished to dispute the district court's custody determinations. The district court found that "[h]ad [Atak] informed [Krause] of his change in position prior to trial, [Krause] would not have incurred the significant expense required to prepare the financial portion of the case for trial." Despite his proclamation, Atak nonetheless contested the values of the parties'

[9] Atak asserts that the district court made this statement "before even receiving any testimony or evidence," indicating that the district court's decision was predetermined. But this statement appears on page 403 of a 424-page transcript. The record therefore demonstrates that the district court made this statement only after hearing nearly all of the parties' evidence and arguments.

property during trial, which took up "the better part of the first day" of trial according to the district court.

On this record, we conclude that the district court thoroughly explained its basis for finding that Atak unreasonably contributed to the length of the proceeding. And the record supports the district court's determination. Accordingly, the district court did not abuse its discretion by ordering conduct-based attorney fees.

Amount of Attorney Fees

Atak also argues that the district court's award of $24,574.50 in attorney fees amounts to an abuse of discretion because the district court intended to award only attorney fees incurred "[s]ince the decree was reopened" but the amount awarded includes fees incurred prior to reopening of the case. We agree that the district court's order contains an inconsistency in this regard warranting remand.

Based on our review of the record, it appears that some of the attorney fees predate the district court's order vacating the default judgment and decree. Krause's attorney filed an affidavit accompanied by an exhibit that contained an itemized list of various billable fees, totaling $24,574.50. Several bills contain amounts for services that predate the district court's order reopening the decree, filed September 12, 2023. These pre-reopening bills amount to $6,485.50, most of which correspond to fees accrued after Atak moved to reopen the decree. Accordingly, the district court's award of $24,574.50 in attorney fees is not supported by the amount of fees incurred by Krause "since the decree was reopened." We therefore remand for the district court to clarify whether it intended for Krause to recover only the fees accrued after the decree was reopened, or if it intended for Krause to recover

all fees accrued after Atak filed his motion to reopen the decree. As with the retirement-account issue, the district court may, if necessary, reopen the record regarding Krause's attorney fees.

Affirmed in part and remanded.