STATE OF MINNESOTA
IN COURT OF APPEALS
A08-1862

In re the Marriage of:
Michele Anne Haas, petitioner,
Appellant,

vs.

Gregory John Haas,
Respondent.

Filed July 14, 2009
Reversed and remanded
Klaphake, Judge

Chisago County District Court
File No. 13-FA-05-425

Michele Anne Haas, 29750 Neal Avenue, Lindstrom, MN 55045 (pro se appellant)

Steven A. Sicheneder, Johnson & Turner, 56 East Broadway Avenue, Suite 206, Forest Lake, MN 55025 (for respondent)

Considered and decided by Kalitowski, Presiding Judge; Klaphake, Judge; and Hudson, Judge.

U N P U B L I S H E D O P I N I O N

KLAPHAKE, Judge

In this post-dissolution appeal, pro se appellant Michele Haas seeks relief by means of a motion to enforce the terms of the decree following respondent Gregory Haas' failure to pay a CitiBank Visa debt of $4,412.22, and his defaulting on a loan involving a

2002[1] Ford Excursion valued at $14,475. The Visa account was in appellant's name, but she claims that respondent failed to make any payments on the portion of the debt that he was ordered to pay in the decree. Although appellant was awarded the vehicle in the decree, respondent was ordered to repay a loan held by Wells Fargo Bank (Wells Fargo), which used the vehicle as collateral. She claimed that respondent caused Wells Fargo to repossess the vehicle by defaulting on the loan. We conclude that the district court abused its discretion by denying appellant's motion because (1) the vehicle repossession was solely due to respondent's failure to purchase collateral protection insurance required by Wells Fargo to obtain the loan that respondent was ordered to repay; and (2) the district court made no findings on whether respondent paid any portion of the Visa debt owed by him. We therefore reverse and remand for further proceedings.

D E C I S I O N

"The [district] court may not modify a division of property after the original judgment has been entered and the time for appeal has expired." *Erickson v. Erickson,* 452 N.W.2d 253, 255 (Minn. App. 1990). The district court may "issue appropriate orders implementing or enforcing specific provisions of the dissolution decree." *Id.* But an enforcement order may not change a party's substantive rights. *Kornberg v. Kornberg,* 542 N.W.2d 379, 388 (Minn. 1996). This court reviews an order enforcing or implementing a dissolution decree for an abuse of discretion. *Potter v. Potter,* 471 N.W.2d 113, 114 (Minn. App. 1991).

[1] There is some confusion about whether the Ford Excursion is a 2002 or 2003 model. The decree refers to it as a 2002 vehicle.

1. Ford Excursion

The district court denied appellant's motion to reduce to judgment the value of the Ford Excursion. The original decree valued this vehicle at $14,475 and awarded it to appellant along with several other vehicles. The decree placed upon appellant "the responsibility for maintaining the insurance on these vehicles." In denying appellant's motion to reduce the value of the vehicle to judgment, the district court concluded that "the [d]ecree did not obligate the Respondent to pay any sort of insurance on the Ford Excursion."

However, respondent had used the vehicle as collateral for a loan from Wells Fargo to purchase other personal property. The decree awarded appellant that personal property and ordered respondent to pay off the Wells Fargo loan.

Wells Fargo required respondent to obtain "collateral protection insurance" on the Ford Excursion that included "Comprehensive and Collision Coverage or Physical Damage Coverage," with Wells Fargo listed as the "Loss Payee." In the letter informing respondent of his duty to procure this insurance, Wells Fargo made the following statements about the purpose of the insurance:

> This collateral protection insurance policy/certificate:
>
> - Will protect only the net loan balance or the value of the collateral, whichever is less.
> - Does not include liability or no-fault insurance.
> - Does not include insurance for medical expenses or damage to any property other than the collateral.
> - May be more costly than insurance you obtain on your own.
> - We or an affiliate may receive a commission for this insurance.

When appellant rebuffed respondent's demand that she pay the collateral protection insurance in addition to liability insurance she held on the vehicle, respondent defaulted on the loan by refusing to purchase the collateral protection insurance, and Wells Fargo repossessed the vehicle.

We conclude that appellant's duty to insure the vehicle did not require her to procure additional insurance to protect the vehicle as collateral for the Wells Fargo loan. The Wells Fargo loan was a debt respondent obtained to purchase other property awarded to him in the decree. By its terms, the insurance Wells Fargo required for this collateral was not vehicle liability or no-fault insurance, but "collateral protection insurance." Thus, the collateral protection insurance was for respondent's benefit, and the obligation to pay for that insurance should fall on him.

The original decree supports this reasoning by referring to appellant's obligation to maintain insurance "on these vehicles," suggesting that the insurance obligation is merely to provide no-fault insurance on the Ford Excursion, as required by law. Appellant obtained no-fault insurance on the vehicle. The Wells Fargo insurance is expressly not for this purpose, because it "does not include liability or no-fault insurance."

The district court's order had the effect of changing the substantive rights of the parties under the original decree by requiring appellant to pay for respondent's collateral protection insurance. *See Kornberg*, 542 N.W.2d at 388. Thus, we must reverse and

remand for the district court to fashion a remedy that places the parties in the positions they were in at the time of the dissolution.

2. CitiBank Visa Debt

The CitiBank Visa account is solely in appellant's name. Appellant argues that the district court abused its discretion by denying her request to reduce to judgment respondent's $4,412.22 debt on this account. The decree places on respondent the sole liability for repayment of $4,412.22 but states that appellant "shall be solely responsible for $6,720.83 of the debt" that was incurred post-separation. Appellant filed an affidavit stating that in the year following the dissolution, she paid respondent's portion of the Visa debt but had not received any reimbursement from respondent for this amount, nor had respondent made any payment directly to CitiBank.

The district court found that the Visa account currently shows a balance of $6,097.66. Appellant included Visa records showing that she has paid $7,400 on the account from March 8, 2007 to January 1, 2008. The district court made no findings showing payments made by either party on the account.

The court denied appellant's request to reduce respondent's debt to judgment because respondent "still had the ability to pay" his debt obligation. However, while the decree does not include a repayment schedule, appellant offered evidence showing that she paid off a significant portion of the Visa debt, and respondent offered no evidence showing that he made any payment on the amount he owed. Presumably, in the year since dissolution of the parties' marriage, appellant has also paid the interest on respondent's unpaid debt obligation. Because the district court's findings are not

sufficient to support its decision or to allow appellate review, we reverse the district court's decision on this issue. *See* Minn. R. Civ. P. 52.01; *Putbrese v. Putbrese*, 386 N.W.2d 849, 850 (Minn. App. 1986) (noting "[f]indings are necessary to support a judgment and to aid the appellate court by providing a clear understanding of the basis and grounds for the decision"). On remand, the district court must reexamine this issue in order to make the parties' decree obligations meaningful, whether that be by reducing respondent's portion of the Visa debt to judgment or by establishing a repayment schedule.

Reversed and remanded.