IN THE

# ARIZONA COURT OF APPEALS

DIVISION TWO

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IN RE THE MARRIAGE OF

VENESUIA SUSAN WEIRE,
*Petitioner/Appellant*,

*and*

RICHARD HAROLD WEIRE,
*Respondent/Appellee*.

No. 2 CA-CV 2021-0098-FC
Filed July 13, 2022

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Appeal from the Superior Court in Gila County
No. DO201900146
The Honorable Bryan B. Chambers, Judge

**AFFIRMED**

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COUNSEL

David Alan Dick and Associates, Chandler
By David Alan Dick
*Counsel for Petitioner/Appellant*

Daisy Flores Law & Associates P.C., Globe
By Daisy J. Flores
*Counsel for Respondent/Appellee*

**MEMORANDUM DECISION**

Vice Chief Judge Staring authored the decision of the Court, in which Presiding Judge Eppich and Judge Brearcliffe concurred.

S T A R I N G, Vice Chief Judge:

**¶1** Venesuia Weire appeals from the trial court's decree dissolving her marriage to Richard Weire and the related award of attorney fees. For the following reasons, we affirm.

**Factual and Procedural Background**

**¶2** We view the facts in the light most favorable to upholding the trial court's decree. *In re Marriage of Foster*, 240 Ariz. 99, ¶ 2 (App. 2016). Venesuia and Richard were married in July 1997. In 2013, the couple separated, and in June 2019, Venesuia filed for dissolution, seeking spousal maintenance and equitable division of their community property. After several unsuccessful attempts to settle the matter, the case proceeded to trial. The parties presented testimony on four days between December 2020 and April 2021 and subsequently submitted written closing arguments.

**¶3** After considering the community's assets and debts, as well as several offsets against Venesuia's share of the community assets, the trial court concluded Venesuia was entitled to receive a "total distribution" of $202,814.30. The court denied Venesuia's request for spousal maintenance and awarded Richard $17,471.96 in attorney fees and costs. Venesuia appealed.[1] We have jurisdiction pursuant to A.R.S. §§ 12-120.21(A)(1) and 12-2101(A)(1).

[1] Venesuia initially filed a notice of appeal from the decree of dissolution, which expressly left the issue of attorney fees unresolved and therefore was not a final, appealable order. *See* Ariz. R. Fam. Law P. 78(c), (e)(3); *Camasura v. Camasura*, 238 Ariz. 179, ¶¶ 7-8 (App. 2015). The trial court subsequently ruled on the issue of attorney fees but failed to certify its order as final pursuant to Rule 78(c). *Cf. McCleary v. Tripodi*, 243 Ariz. 197, ¶ 7 (App. 2017). Venesuia filed an amended notice of appeal from the court's non-final attorney fee order, and that order was later amended to include the requisite finality language. Thus, although premature, Venesuia's amended notice was effective, and we find no jurisdictional

**Division of Property**

**¶4** Venesuia first asserts the trial court failed to equitably divide the parties' community property, contending it erred in declining to impose sanctions against Richard for his alleged violations of the preliminary injunction and in failing to compensate her for financial losses related to those violations. She also argues the court erred in denying her claims that the community was entitled to liens for mortgage payments on the marital home and funds spent remodeling Richard's inherited mobile home. Pursuant to A.R.S. § 25-318(A), the trial court must divide community property "equitably, though not necessarily in kind." Because the court has wide discretion in determining how to effect such division, we will not disturb its ruling absent a clear abuse of discretion. *Flower v. Flower*, 223 Ariz. 531, ¶ 14 (App. 2010). We review the court's decision regarding whether to impose sanctions for a violation of a court order for an abuse of discretion. *Green v. Lisa Frank, Inc.*, 221 Ariz. 138, ¶ 40 (App. 2009).

**Violation of Preliminary Injunction**

**¶5** Pursuant to A.R.S. § 25-315(A), the trial court issued a preliminary injunction, after Venesuia had filed for dissolution, prohibiting the parties from "transferring, encumbering, concealing, selling, or otherwise disposing of any of the [parties'] joint, common or community property," "except if related to the usual course of business, the necessities of life, or court fees and reasonable attorney fees," without consent or permission. (Emphasis omitted.) Richard subsequently retired from his job as a construction superintendent, and his former employer notified him of the pending distribution of the balance of his profit-sharing plan. Richard informed Venesuia that the funds would be deposited "directly into [his] IRA or Qualified Plan" and that he would "provide proof of the amount on deposit to be held until" her portion was distributed to her pursuant to a Qualified Domestic Relations Order. The balance of $270,479.11 was transferred into an IRA in Richard's name, and he later made several withdrawals from that account.

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defect. *See id.* ¶¶ 9, 11; Ariz. R. Civ. App. P. 9(c) ("A notice of appeal or cross-appeal filed after the superior court announces an order or other form of decision—but before entry of the resulting judgment that will be appealable—is treated as filed on the date of, and after the entry of, the judgment.").

**¶6** Below, Venesuia argued Richard had violated the preliminary injunction by transferring the balance of his profit-sharing plan into an IRA earning "less than one percent per year" without her consent, and she was therefore entitled "to what she would have earned" on the balance of $270,479.11 over a period of twenty months using either the "10 year average return" rate of ten percent or the 2019 average return rate of twenty-four percent. Further, she argued, because Richard had made withdrawals from the IRA in the amount of approximately $129,500, she was entitled to investment returns that money would have earned had it not been withdrawn. Additionally, Venesuia requested that the trial court order Richard to pay her a "$3000 sanction" for each alleged violation of the preliminary injunction.

**¶7** In the decree of dissolution, the trial court "decline[d] to attempt to calculate and then require [Richard] to pay for higher market rate returns on" the profit-sharing account "based upon his unilateral decision to place the money in a lower yield IRA." The court stated Richard had been "notified that he had 30 days to place the funds somewhere" and, at that time, "he could not have known that his divorce would take so long to resolve." Further, the court noted that although Venesuia had been notified about Richard's election to transfer the funds into an IRA, she never "requested that the funds be placed or moved into a stock market-based account." Moreover, it concluded, "Trying to guess what these funds would have earned based upon the evidence presented by [Venesuia] would be highly speculative at best." And, while it did not expressly deny Venesuia's request for sanctions, the court denied any affirmative relief sought that was not expressly granted in the decree.

**¶8** Venesuia argues the trial court erred in denying her request for sanctions against Richard after he "violated the preliminary injunction" by transferring $270,479.11 from the profit-sharing account to the IRA solely in his name and making several withdrawals totaling approximately $129,500 from that account in order to pay off cars and "bills related to the remodel of his sole and separate home." Venesuia also asserts that because Richard's withdrawals "prevented income on community property for 1 year," the court's "orders that did not consider the reduced value due to [Richard]'s removal of the $129,000.00 are not supported by substantial evidence." Accordingly, she argues she was entitled to receive "a total of $280,479.00 for her share of the distribution of [the] Profit Sharing stock based on [Richard]'s repeated violation of the preliminary injunction taking $129,500.00 and [his] sole conduct of placing that large asset into an account

that made only 1.4% per year, instead of 10% or 24%," which "amounted to $145,000.00 of waste."[2]

**¶9** Venesuia fails to provide any pertinent "citations of legal authorities . . . on which [she] relies" to support her position that the trial court was obligated to consider the reduced value of the IRA due to Richard's alleged violations of the preliminary injunction and that she was entitled to what she would have earned if Richard had not transferred the profit-sharing stock, merely contending that the court "lacked substantial evidence to ignore such damages." *See* Ariz. R. Civ. App. P. 13(a)(7)(A) (An opening brief must include arguments consisting of the "[a]ppellant's contentions concerning each issue presented for review, with supporting reasons for each contention, and with citations of legal authorities."). Similarly, she cites no authority establishing that the court erred in failing to award sanctions. *See id.* Thus, Venesuia has waived these arguments due to insufficient briefing, and we do not further address them. *See id.*; *Ritchie v. Krasner*, 221 Ariz. 288, ¶ 62 (App. 2009) (appellant waives claims by failing to provide "an argument supported by authority in [her] opening brief").

**Community Lien on Marital Home**

**¶10** In 2000, the parties purchased a home in Globe. Although Richard and Venesuia were married at the time of the purchase, the deed provided that the property was being conveyed to Richard "as his sole and separate property," and Venesuia signed a disclaimer acknowledging that she had no interest in the property. The parties paid the mortgage with community funds, and the home was refinanced at least once between 2000 and 2005.

**¶11** In 2005, Richard transferred ownership of the property to himself and Venesuia as community property with a right of survivorship and again refinanced the home months later for $113,600. In 2006, Venesuia

[2]Venesuia also argues Richard "sold a community property pickup and purchased a new pickup with some of such stolen funds." Because she does not meaningfully develop this argument, we consider it waived. *See* Ariz. R. Civ. App. P. 13(a)(7)(A); *Ritchie v. Krasner*, 221 Ariz. 288, ¶ 62 (App. 2009) (appellant waives claims by failing to provide "an argument supported by authority in [her] opening brief"); *Ace Auto. Prods., Inc. v. Van Duyne*, 156 Ariz. 140, 143 (App. 1987) ("It is not incumbent upon the court to develop an argument for a party.").

signed a quitclaim deed disclaiming her interest in the home, and Richard again refinanced the home, this time for $142,500. In 2009, after the parties failed to make payments as required under the 2006 refinancing agreement, they lost the home to foreclosure.

**¶12** At trial, Venesuia asked the court to consider the home and the loan proceeds of $113,600, which were obtained in 2005, community property and award her "the value of the loan" because Richard had "failed to disclose where such funds went." Alternatively, she argued that to the extent the home was Richard's sole and separate property, because the community had made mortgage payments on the home "from 1999 to 2005," the community "has a lien on such home of about $180,000." The court denied Venesuia's claim.

**¶13** On appeal, Venesuia contends the trial court erred "as a matter of law in not finding a lien was owed" to the community for approximately $180,000 in mortgage payments the parties had made during the marriage on Richard's "sole and separate home," asserting the court should have awarded her at least half of these mortgage payments in its distribution of community assets. Additionally, she appears to reassert her argument that both the home and the $113,600 mortgage were community property and she is therefore entitled to compensation for the value of the loan. And, she asserts, because the "community property marital home was lost [in] 2009 due to [Richard]'s failure to pay the mortgage," this loss of "over $150,000" should "be considered waste."

**¶14** Although a marital community that contributes capital to one spouse's separate property in the form of mortgage payments is entitled to an equitable lien against the property upon dissolution, *Drahos v. Rens*, 149 Ariz. 248, 249 (App. 1985), Venesuia has not shown the community is entitled to such a lien in this case. Venesuia fails to identify documentary evidence in the record supporting her claim that the community is entitled to a $180,000 lien for mortgage payments made on Richard's separate property. Indeed, at trial, when asked to explain the basis for the $180,000 figure, Venesuia testified she was "actually not clear on" why she was claiming that amount. Further, she does not cite relevant legal authority supporting her position that she is entitled to such a lien where the property at issue was lost to foreclosure approximately ten years before the dissolution. *See* Ariz. R. Civ. App. P. 13(a)(7)(A); *Ritchie*, 221 Ariz. 288, ¶ 62; *see also Ace Auto. Prods., Inc. v. Van Duyne*, 156 Ariz. 140, 143 (App. 1987) ("It is not incumbent upon the court to develop an argument for a party.").

**¶15** Moreover, as Richard contends, even assuming the $113,600 mortgage is properly characterized as community property, Venesuia fails to point to evidence admitted at trial establishing Richard "pocketed" or "converted" these funds, resulting "in a loss to the community for which [he] should be solely responsible." Although Venesuia testified that "there was 113,000 that somehow [Richard] took in a mortgage and then he did something with this money," she could not explain where the money had gone, stating only that her "assumption is [that] the numbers weren't just matching up right" and she was "confused on it." In contrast, Richard testified that "[e]very time that [he had] refinanced the house," the refinance had gone to pay off the prior mortgage, and if there was any money left over, it went towards payment on community debts or improvements to the home. Venesuia conceded as much in her own testimony.

**¶16** To the extent Venesuia asks us to reweigh conflicting evidence on appeal, we decline to do so. *See Lehn v. Al-Thanayyan*, 246 Ariz. 277, ¶ 20 (App. 2019). Instead, we "defer to the [trial] court's determinations of witness credibility and the weight given to conflicting evidence." *Id.* And, because Venesuia fails to cite pertinent legal authority supporting her argument regarding marital waste, we consider it waived. *See* Ariz. R. Civ. App. P. 13(a)(7)(A); *Ritchie*, 221 Ariz. 288, ¶ 62. We cannot say the court abused its discretion in denying Venesuia's claim. *See Flower*, 223 Ariz. 531, ¶ 14.

**Remodel of Mobile Home**

**¶17** During the parties' marriage, Richard inherited a three-bedroom mobile home in Claypool. Between 2016 and 2019, after the parties had separated but before Venesuia had filed for dissolution, Richard made improvements to this home with community funds. At trial, Venesuia sought to impose a community lien on the mobile home and asserted that because community funds had been spent to improve Richard's sole and separate property, any credit card debt related to the remodeling of the mobile home should be allocated solely to Richard.

**¶18** The trial court granted Venesuia's claim for a community lien against Richard's mobile home in the amount of "$17,500 divided equally." As to the parties' debt, the court concluded Richard had "provided sufficient evidence to establish the debt totaling $61,223.20 is community debt incurred during the marriage." It further concluded Venesuia had "failed to present clear and convincing evidence to rebut the presumption

of community debt" and ordered the debt to be "divided equally" between the parties.

**¶19** Venesuia argues on appeal that "remodeling [Richard]'s sole and separate home was not community debt." She contends the trial court "heard uncontroverted testimony of the substantial remodel" of Richard's mobile home, which was paid for with "over $90,000.00 . . . of community funds," "mostly on community credit cards." Thus, Venesuia asserts, the court erred in granting a lien of only $17,500 and should have either granted a lien of $90,000 or allocated the "$59,000.00 of remaining debt from such sole and separate remodel" to Richard. Alternatively, she appears to argue the court should have granted her a lien in the amount of the "total increase in the value of [Richard]'s sole and separate property."

**¶20** Richard responds that he "was able to complete improvements to the home with minimal outside financial resources," asserting, as he did below, that he had largely used leftover materials from his job to remodel the home, had received $24,500 following his father's death, and, after giving $13,000 of that payment to Venesuia for improvements on her sole and separate property, had spent only $15,000 to $20,000 of community funds on remodeling his mobile home. Moreover, he argues, the improvements to his home benefitted the community because Venesuia's daughter and grandchild lived there for several years and Venesuia used the home to "babysit the grandchild and take meals with the family."

**¶21** Venesuia testified at trial that her claim Richard had spent $90,000 in community funds on improvements to his mobile home was entirely based on what she was told by her daughter and "could be completely wrong." She added that Richard had "told [her] at one time that he was going to use the credit cards for his house" but she did not "have specifics as to this conversation." She further testified she had never "seen any receipts or any bills associated with that house," and although she had reviewed Richard's credit card statements—some dating back to 2010—she was unable to determine with any specificity which charges related to the remodel. As noted, Richard testified that because he had used leftover materials from his job and funds from a payment related to his father's death to remodel his home, he had only spent approximately $15,000 to $20,000 in community funds to complete the improvements. Thus, the parties presented conflicting testimony as to the amount of community funds expended to remodel Richard's separate property. As discussed, "we do not reweigh the evidence" on appeal and instead "defer to the [trial]

court's determinations of witness credibility and the weight given to conflicting evidence." *Lehn*, 246 Ariz. 277, ¶ 20.

**¶22** Venesuia has not shown the trial court abused its discretion in determining the community was entitled to a lien of $17,500 against Richard's mobile home or in allocating the parties' debt. *See Flower*, 223 Ariz. 531, ¶ 14. And, to the extent she argues the court should have granted a community lien on Richard's mobile home based on its total increase in value due to improvements made with community funds, she fails to direct us to the portion of the record below in which she alleged or established the amount of any such increase. *See* Ariz. R. Civ. App. P. 13(a)(7)(A) (argument must contain citations "to the portions of the record on which the appellant relies"); *see also Hefner v. Hefner*, 248 Ariz. 54, ¶ 17 (App. 2019) (burden on claimant to show amount of increase in property value). Venesuia's arguments fail.

**Spousal Maintenance**

**¶23** Venesuia further argues the trial court erred in denying her request for spousal maintenance, primarily challenging the court's findings that she would be awarded "significant assets" upon dissolution and was capable of supporting herself through employment. We review the court's ruling for an abuse of discretion and will affirm the order if reasonable evidence supports it. *See In re Marriage of Cotter & Podhorez*, 245 Ariz. 82, ¶ 6 (App. 2018); *Boyle v. Boyle*, 231 Ariz. 63, ¶ 8 (App. 2012). We accept the court's factual findings absent clear error. *In re Marriage of Berger*, 140 Ariz. 156, 161 (App. 1983). As the requesting party, Venesuia was required to establish her eligibility for spousal maintenance. *See Oppenheimer v. Oppenheimer*, 22 Ariz. App. 238, 241 (1974) (burden on parties to present court with all relevant evidence); *Troutman v. Valley Nat'l Bank of Ariz.*, 170 Ariz. 513, 517 (App. 1992) ("The party who asserts a fact has the burden to establish that fact.").

**¶24** Pursuant to A.R.S. § 25-319(A), the trial court may award maintenance if it finds that the requesting spouse: (1) lacks sufficient property to provide for their reasonable needs; (2) is unable to be self-sufficient through appropriate employment; (3) has made significant contributions to the education, training, vocational skills, career, or earning ability of the other spouse; (4) had a marriage of long duration and is of an age that may preclude the possibility of gaining adequate employment to be self-sufficient; or (5) has significantly reduced their income or career opportunities for the benefit of the other spouse. In determining whether a party is eligible for spousal maintenance, "the court considers *only* the

circumstances of the requesting spouse" under § 25-319(A), and only after making that determination does it consider "the relevant circumstances of both parties" under § 25-319(B) "to determine whether to actually grant an award and, if so, the amount and duration." *Marriage of Cotter*, 245 Ariz. 82, ¶ 7.

**¶25** Below, Venesuia asked the trial court to award her spousal maintenance in the amount of "$2500 per month for life . . . based on her expenses being far more than her income and [Richard]'s ability to earn $9000 per month without any physical work." In denying her request, the court stated that, based on the evidence presented, she had "not me[]t the requirement" for an award of spousal maintenance under § 25-319. The court noted Venesuia would "be awarded significant assets through the division of the community property and she will have no debt"; although the marriage was of long duration, her age did "not preclude gainful employment and self-sufficiency"; and she was not otherwise "unable to be self-sufficient through appropriate employment." It further determined Venesuia had "not made significant financial contributions" to Richard's "education, training, vocational skills, career, or earning ability" and she had "not reduced her income or career opportunities" for his benefit.

**¶26** Venesuia contends the trial court erred in denying her request for spousal maintenance because the evidence established she had not worked in three years, was unable to work for medical reasons, was on food stamps, and "had to borrow money to survive," while Richard's wages during the past seven years totaled over $781,000. Venesuia asserts that although "her current earning capacity" is $500 per month, her "basic needs are over $2,600.00 per month while her total income is about $2,000.00 per month." She also asserts that based on her age and various medical conditions, she expects to need "nursing home care that would cost about $6,000.00 per month," which would quickly deplete her $200,000 property settlement. Thus, Venesuia argues, because her affidavit of financial information showed she had earned no income for the past four years and had monthly expenses of over $2,400, under the court's order, she "would be required to spend he[r] property settlement to support herself, and it would be gone in under 30 months if she entered a nursing home."[3]

[3] Venesuia also appears to assert the trial court should have attributed to Richard his preretirement income because he "voluntarily retired from a job paying him over $8,700.00 per month." However, because she failed to establish she was eligible for spousal maintenance

**¶27** Richard counters the trial court correctly determined that neither party was entitled to spousal maintenance pursuant to § 25-319. In support of his argument, he asserts Venesuia will receive "$253,926.32 in total assets," have no debt from the marriage, own her car outright, and have no need to pay rent. Additionally, he argues Venesuia is capable of self-sufficiency through employment, pointing to evidence suggesting she "continues to be employed and receive compensation for her work," despite her claims that such "compensation over the last several years was actually loans." He also relies on evidence indicating she "is able to work in [a] limited capacity." Finally, he highlights evidence that Venesuia was eligible to receive early social security benefits in the amount of around $500 per month, in addition to $816 per month upon divorce based on his social security benefits, and that after requesting a $15,000 payout in February 2020, she failed to pick up the check for over sixty days, "indicating she is not hurting for funds."

**¶28** Contrary to Venesuia's argument on appeal, the evidence presented at trial did not conclusively establish that she was unable to work. Venesuia asserted she could not work due to a knee injury and an esophageal condition, she no longer had her certified nursing assistant (CNA) license, and she had to rely on loans from family and friends. But when asked on cross-examination whether she was able to perform nursing work, including "driving [patients] around or providing shopping," she responded, "I'm a certified nurse's assistant" and "[i]f I can find a client that will just let me drive them around, yes," noting that "most CNA work requires lifting and stuff." Moreover, Richard presented evidence suggesting Venesuia was still working and receiving income from her previous employer. Venesuia has not shown that the trial court's conclusion that she is capable of being "self-sufficient through appropriate employment" is clearly erroneous. *See Marriage of Berger*, 140 Ariz. at 161; *Lehn*, 246 Ariz. 277, ¶ 20; *Fuentes v. Fuentes*, 209 Ariz. 51, ¶ 18 (App. 2004) (we presume court considered all admitted evidence); *Vincent v. Nelson*, 238 Ariz. 150, ¶ 18 (App. 2015) (trial court is in best position to resolve conflicting evidence). Thus, we cannot say the court abused its discretion in denying her request on this basis. *See Boyle*, 231 Ariz. 63, ¶ 8.

**¶29** Further, as to Venesuia's apparent assertion that the trial court erred in finding she would be "awarded significant assets" upon

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under any of the grounds enumerated in § 25-319(A), we need not address this argument. *See Marriage of Cotter*, 245 Ariz. 82, ¶ 7.

dissolution because that award "will be quickly spent when [she] needs nursing home care that will cost over $6,000.00 per month," she fails to identify evidence in the record supporting her contention, pointing only to her written closing argument. *See Murray v. Murray*, 239 Ariz. 174, ¶ 18 (argument is not evidence). Indeed, from our review of the record, it does not appear that Venesuia presented any evidence below regarding her need for nursing home care or the cost of such care, and therefore her argument fails. *See CDT, Inc. v. Addison, Roberts & Ludwig, C.P.A., P.C.*, 198 Ariz. 173, ¶ 19 (App. 2000) (we consider only those arguments, theories, and facts properly presented below); *Payne v. Payne*, 12 Ariz. App. 434, 435-36 (1970) (legal argument generally not addressed on appeal unless presented below "so as to give the trial court an opportunity to rule properly"); *see also Adams v. Valley Nat'l Bank of Ariz.*, 139 Ariz. 340, 343 (App. 1984) ("[The court is] not required to assume the duties of an advocate and search voluminous records and exhibits to substantiate an appellant's claims.").

**Trial Court Attorney Fees**

**¶30** Venesuia challenges the trial court's award of attorney fees to Richard. We review the court's award for an abuse of discretion. *Medlin v. Medlin*, 194 Ariz. 306, ¶ 17 (App. 1999). In concluding that an award of attorney fees was appropriate, the court stated as follows:

> [Venesuia] has acted unreasonably in the matter by pursuing the spousal maintenance claim being fully aware that [Richard] was 65 years-old, had to drive two hours each way to work and had battled cancer. Further, [Venesuia]'s position regarding the Yucca Trail home that was foreclosed 12 years ago was unreasonable. [Richard] is awarded up to fifty per cent of his reasonable attorney fees associated with this matter.

(Emphasis omitted.) The court noted that while it "was not persuaded" by Venesuia's argument that Richard's retirement funds should have been placed in a stock-market-based account instead of an IRA, it did "not find that position to be unreasonable," and thus limited the attorney fee award "up to 50%," ultimately awarding Richard $17,471.96.

**¶31** Without citation to legal authority, Venesuia claims that because Richard failed to provide a "detailed attorney fee affidavit," the trial court was unable to review how much time counsel had spent on each

issue. She therefore reasons that the court was "merely speculating when it granted [Richard] 50% of the attorney fees incurred" based on what it found to be unreasonable claims. Further, she argues Richard "should not be awarded attorney fees because [she] argued good Arizona case law" below and because he "successfully mis[led] the court into double billing" her. But, Venesuia does not provide citations to relevant legal authority supporting the conclusion that the court abused its discretion. Finally, Venesuia argues the court "arbitrarily decided that [she] would be required to pay 50% of [Richard]'s attorney fees even though her only income was about $500.00 per month . . . and [Richard]'s . . . was five times that." In this instance, she cites only A.R.S. § 25-324(A), which provides that the court may order a party to pay another party's reasonable attorney fees "after considering the financial resources of both parties and the reasonableness of the positions each party has taken throughout the proceedings."

**¶32** To the extent Venesuia asks us to reweigh evidence of the parties' respective financial positions, we will not do so. *See Lehn*, 246 Ariz. 277, ¶ 31. Moreover, because Venesuia does not adequately support her arguments that the trial court erred in awarding attorney fees to Richard with legal authority, we do not further address them. *See* Ariz. R. Civ. App. P. 13(a)(7)(A); *Ritchie*, 221 Ariz. 288, ¶ 62; *Ace Auto. Prods.*, 156 Ariz. 140, 143.

**Attorney Fees on Appeal**

**¶33** Richard requests an award of attorney fees on appeal pursuant to § 25-324(A). In our discretion, we decline his request. However, as the prevailing party, Richard is entitled to his costs on appeal upon his compliance with Rule 21, Ariz. R. Civ. App. P. *See* A.R.S. § 12-341.

**Disposition**

**¶34** For the foregoing reasons, we affirm.