

IN THE COURT OF APPEALS OF IOWA

No. 8-412 / 07-0770
Filed August 13, 2008

**IN RE THE MARRIAGE OF KURT CHARLES ALEXANDER AND LISA LYNN
ALEXANDER**

**Upon the Petition of
KURT CHARLES ALEXANDER,**
Petitioner-Appellant,

**And Concerning
LISA LYNN ALEXANDER,**
Respondent-Appellee.

Appeal from the Iowa District Court for Benton County, William L. Thomas,
Judge.

Kurt Alexander appeals from the property division and spousal support provisions of the decree dissolving the parties' marriage and from the district court's denial of his motion for new trial. **AFFIRMED AS MODIFIED.**

Charles Hallberg of Hallberg, Jacobsen, Johnson & Viner, P.L.C., Cedar Rapids, for appellant.

Jeannine L. Roberts, Cedar Rapids, for appellee.

Considered by Huitink, P.J., and Vogel and Miller, JJ.

MILLER, J.

Kurt Alexander appeals from the property division and spousal support provisions of the decree dissolving the parties' marriage and from the district court's denial of his motion for new trial. We affirm the judgment of the district court as modified.

I. BACKGROUND FACTS AND PROCEEDINGS.

Kurt and Lisa Alexander were married in 1988. No children were born during their marriage. Kurt filed a petition for dissolution of marriage in June 2005. The petition came before the court for trial in October 2006.

In February 2006, the district court ordered Kurt to pay Lisa \$1250 per month in temporary spousal support and \$2000 in temporary attorney fees. Kurt did not begin making temporary spousal support payments until July 2006, and he did not make any payments towards Lisa's attorney fees. He was sanctioned several times while this matter was pending for his repeated failure to comply with discovery orders and ordered to pay an additional \$300 of Lisa's attorney fees, which he did not do.

At the time of the trial, Kurt was fifty-one years old, in good health, and employed as a millwright earning \$23.90 per hour. The number of hours he worked per week varied, although he was generally able to work at least forty hours per week. He was a member of a local union and contributed to a "Heartland Healthcare Fund" from which his health insurance premiums were paid. He has a pension available to him through his union in addition to two IRAs and a "Construction Ind. Retirement Fund."

Lisa was forty-six years old, in poor physical and mental health, and unemployed at the time of the trial. She had been employed at Maytag throughout the parties' marriage, but she went on medical leave in August 2005 following a surgery on her knee. She claims to have reinjured her knee in November 2005 as a result of a physical altercation with Kurt. Lisa attempted to return to work in February 2006 but was unable to do so due to difficulties with her knee, a work-related Achilles tendon problem, and her mental health. She has been diagnosed with bipolar disorder and depression. She also suffers from anxiety and panic attacks. She received outpatient care to treat these disorders for several months after the November 2005 domestic abuse incident.

The district court entered a decree dissolving the parties' marriage in December 2006. Lisa was awarded the parties' marital residence, valued at \$200,000, subject to a mortgage of \$53,000. She was also awarded various items of personal property, including a Harley Davidson motorcycle, two vehicles, a bike trailer, a skidloader, two horses, a John Deere wagon, and a riding lawn mower. Kurt was awarded two vehicles, two Harley Davidson motorcycles, his tools, and collectibles. The court did not place values on the items of personal property it awarded to each party.

Nor did the district court make any findings as to the value of the parties' assorted retirement accounts. Although the court stated that the parties' "various retirement assets . . . will be equally divided, except that Lisa's Maytag 401(k) is awarded to Kurt," it in fact ordered them divided as follows:

All of Kurt's retirement accounts shall be equally divided between the parties, including but not limited to his Wells Fargo IRA, his AIG IRA, and his Construction Ind. Retirement Fund. . . .

Lisa shall keep her Wells Fargo Annuities (including AIG IRAs and Life Investors IRA) and Rollover IRAs, free and clear of any claim by Kurt. . . .

Kurt shall receive Lisa's Maytag 401(k) retirement account, free and clear of any claim by Lisa. . . .

Lisa is awarded 50% of Kurt's Carpenters Pension Fund of Illinois, and her share is calculated using a percentage method.

The result was that, excluding Lisa's Maytag 401(k) that was awarded to Kurt, Kurt received one-half of his pension fund and approximately \$6000 in retirement assets, and Lisa received one-half of Kurt's pension fund and approximately \$47,500 in retirement assets.¹ The court additionally ordered Kurt to pay Lisa one-half of the value of his union healthcare fund as of the date of the trial.

In order to "partially compensate[] Kurt for the otherwise unequal division of property," the district court ordered Lisa to pay him \$20,000. However, the court further ordered that any amount Kurt owed in unpaid temporary spousal support and attorney fees was to be deducted from that payment. Finally, the court ordered Kurt to pay Lisa \$1250 per month in spousal support for six months and \$750 every month thereafter for ten years or until either party dies, Lisa remarries, or Kurt begins receiving pension benefits, whichever occurs first.

Kurt filed a motion to reconsider, arguing in relevant part that the district court did not make specific findings of fact as to the value of the parties' property in its division of property and that the award of spousal support was excessive.²

¹ These figures do not include Lisa's subsequently-discovered pension from her employment from Maytag, discussed below.

² Lisa also filed a motion pursuant to Iowa Rule of Civil Procedure 1.904(2) to correct clerical errors in and an omission from the decree. The court granted her motion and corrected the errors and omission in its March 29, 2007 order.

The court denied Kurt's motion on March 29, 2007, finding the spousal support awarded was appropriate and stating, "I conclude that the evidence presented was insufficient for the Court to make any meaningful decision as to the value of personal property."

On April 20, 2007, Lisa filed with the district court, and served on Kurt's trial and appellate attorneys, a notice stating that she had recently discovered she possessed a pension from her employment at Maytag in the amount of \$39,511.64 that was not divided in the parties' dissolution decree. Kurt filed a notice of appeal and a motion for limited remand on April 30, 2007. His motion for limited remand asserted Lisa's "untimely disclosure" of her Maytag pension constituted grounds for a new trial pursuant to Iowa Rule of Civil Procedure 1.1004(7) and requested the case be remanded to the district court.

Our supreme court granted Kurt's motion for limited remand and ordered the district court to "address issues relating to the newly discovered pension information" on limited remand, including, in relevant part, "whether and how the pension should be divided" and "whether the motion for new trial is timely and if timely, whether [it] should be granted."

Following a hearing on limited remand, the district court determined that Lisa's Maytag pension should be divided by setting off to Lisa the one-third earned before the parties' marriage and dividing the remaining two-thirds equally between the parties, and modified the dissolution decree accordingly. The court denied Kurt's request for a new trial, stating "it would be pointless to order a new trial of all issues since this additional asset does not substantially change the

issues that the Court addressed in the original trial.” It did not address the timeliness of the motion for new trial.

Kurt appeals. He claims the district court erred in (1) denying his motion for new trial, (2) dividing his union healthcare fund, (3) considering domestic abuse in its division of property and award of spousal support, (4) allowing Lisa to testify “regarding her knee injury without any medical or expert testimony regarding her continued ability to work,” (5) “failing to adequately value and distribute the property award before making a finding as to the justification and amount of alimony awarded,” and (6) awarding Lisa spousal support.

II. SCOPE AND STANDARDS OF REVIEW.

We review dissolution cases de novo. Iowa R. App. P. 6.4; *In re Marriage of Fennelly*, 737 N.W.2d 97, 100 (Iowa 2007); *see also Ash v. Ash*, 172 N.W.2d 801, 803 (Iowa 1969) (reviewing action to modify property division provision of dissolution decree de novo because it was tried as an equitable matter). Although not bound by the district court’s factual findings, we give them weight, especially when assessing the credibility of witnesses. Iowa R. App. P. 6.14(6)(g); *In re Marriage of Sullins*, 715 N.W.2d 242, 247 (Iowa 2006).

III. MERITS.

A. Motion for New Trial.

Kurt sought a new trial pursuant to Iowa Rule of Civil Procedure 1.1004(7) in the motion for limited remand he filed with our supreme court on April 30, 2007.³ At the hearing on limited remand, both parties acknowledged the motion

³ It does not appear from our review of the record that Kurt filed a separate motion for new trial in district court.

was not timely. See Iowa R. Civ. P. 1.1007 (requiring a motion for new trial to be filed within ten days after the filing of the court's decision); *Graber v. Iowa Dist. Court*, 410 N.W.2d 224, 229 (Iowa 1987) ("We have repeatedly held that the district court is without jurisdiction to address the merits of a rule [1.1004] motion filed beyond the ten day limit of [rule 1.1007]."). However, they agreed the motion was properly brought under rule 1.1013, which allows a party to file a petition to "correct, vacate or modify a final judgment or order, or grant a new trial" within one year after the entry of the judgment or order involved, based on newly-discovered evidence that "could not with reasonable diligence have been discovered and produced at the trial, and was not discovered within the time for moving for new trial under rule 1.1004." Iowa R. Civ. P. 1.1012(6).

The district court agreed with the parties and construed the motion as a rule 1.1013 petition. Neither party objects to this characterization on appeal. Nor does Lisa challenge the timeliness or procedural defects of the motion filed by Kurt. We therefore liberally construe the motion as a petition to modify the decree or grant a new trial based on newly-discovered evidence under rule 1.1012(6) and proceed to address the merits of Kurt's claims regarding the district court's order on limited remand. See Iowa R. Civ. P. 1.402(1) (stating pleadings shall be construed "to secure a just, speedy and inexpensive determination of all controversies on their merits"); *Kagin's Numismatic Auctions, Inc. v. Criswell*, 284 N.W.2d 224, 226 (Iowa 1979) (stating Iowa courts "look to the substance of a motion and not to its name").

Kurt first claims the district court erred in modifying the dissolution decree to divide Lisa's newly-discovered Maytag pension instead of granting his motion for new trial. He argues that the district court should have granted his request for a new trial as to the entire dissolution because all economic issues in a dissolution are interrelated. However, our supreme court rejected a similar argument in *In re Marriage of Wagner*, 604 N.W.2d 605, 609 (Iowa 2000), finding a new trial need not be granted on the whole case where the error, as here, is limited to certain issues.

Following an evidentiary hearing as to the issue of the newly-discovered pension, the district court determined a new trial on the whole case was unnecessary because "this additional asset does not substantially change the issues that the Court addressed in the original trial." The court recognized that rule 1.1012 allows it to either "modify a final judgment or order, or grant a new trial." After considering the newly-discovered pension in the context of its overall property distribution scheme in the original dissolution decree, the court concluded that simply modifying the decree to provide for division of the pension was appropriate in this case. We agree. See *Wagner*, 604 N.W.2d at 609; *Benson v. Richardson*, 537 N.W.2d 748, 762 (Iowa 1995) (stating a party seeking a new trial on newly-discovered evidence must show the evidence would likely change the result).

Kurt next claims the district court erred in dividing his Heartland Healthcare Fund, arguing the court should have granted his motion for new trial due to his discovery after trial that the fund was "not subject to division by any

court order.” He additionally argues the fund “is not a marital asset subject to division by the Court.” We do not agree.⁴

The record reveals that this fund was earned and accumulated during the marriage. Iowa Code section 598.21(1) provides that the court shall equitably divide “all property” of the parties, other than inherited or gifted property. “This broad declaration means the property included in the divisible estate includes not only property acquired during the marriage by one or both of the parties, but property owned prior to the marriage by a party.” *In re Marriage of Schriener*, 695 N.W.2d 493, 496 (Iowa 2005). “[T]he statute makes no effort to include or exclude property from the divisible estate by such factors as the nature of the property of the parties, the method of acquisition, or the owner.” *Id.* Thus, we believe the healthcare fund was properly considered by the court in dividing the parties’ property. The fact that Kurt alleges he discovered after the trial that the fund could not be divided by a qualified domestic relations order is irrelevant as the court simply ordered him to pay Lisa one-half of the value of the fund as it existed on the date of the trial.

⁴ We note that Kurt’s request for a new trial in his motion for limited remand was confined to the newly-discovered evidence regarding Lisa’s Maytag pension. We further note that the documents Kurt relies on in his appellate brief to support this claim were not made a part of either the trial court or limited remand record. See *Alvarez v. IBP, Inc.*, 696 N.W.2d 1, 3 (Iowa 2005) (“[A]ppellate courts cannot consider materials that were not before the district court when that court entered its judgment.”). In addition, Kurt had the ability to obtain information regarding the fund prior to trial and was ordered to do so numerous times in discovery orders, which he continually failed to comply with. Although Kurt now complains there was “[n]o discussion [at trial] . . . about whether [his healthcare fund] was a marital asset or if it was divisible by the Court,” he did not raise any objection to the court’s division of the fund at trial or in his post-trial motion. Furthermore, he does not cite any applicable authority in support of his claim that the court erred in dividing his healthcare fund. See Iowa R. App. P. 6.14(1)(c) (“Failure in the brief to state, to argue or to cite authority in support of an issue may be deemed waiver of that issue.”).

For all of these reasons, we reject Kurt's assignments of error regarding the district court's denial of his motion for new trial. However, as will be discussed below, we believe the court's division of Lisa's Maytag pension and Kurt's healthcare fund should be modified in order to make the court's substantially unequal property division equitable.

B. Division of Property.

Before addressing the issues presented regarding the district court's division of the parties' property, we note briefly some general principles concerning property division and spousal support. Iowa is an equitable distribution state, which means the partners in a marriage that is to be dissolved are entitled to a just and equitable share of the property accumulated through their joint efforts. *In re Marriage of Robison*, 542 N.W.2d 4, 5 (Iowa Ct. App. 1995). Iowa courts do not require an equal division or percentage distribution. *In re Marriage of Russell*, 473 N.W.2d 244, 246 (Iowa Ct. App. 1991). The determining factor is what is fair and equitable in each particular circumstance. *Id.* When distributing property we take into consideration the criteria codified in Iowa Code section 598.21(1) (2005). *In re Marriage of Estlund*, 344 N.W.2d 276, 280 (Iowa Ct. App. 1983). Property division and spousal support should be considered together in evaluating their individual sufficiency. *In re Marriage of Trickey*, 589 N.W.2d 753, 756 (Iowa Ct. App. 1998).

Kurt claims the district court erred in "failing to adequately value and distribute the property award before making a finding as to the justification and amount of alimony awarded to [Lisa]." He first argues the dissolution decree is

“procedurally . . . incorrect insofar as the division of property and the ability to pay alimony must be considered procedurally before the grant of alimony” However, as indicated above, our cases simply emphasize that property division and spousal support “should be considered *together*,” *id.* (emphasis added), which is what the court did in this case. We therefore reject this argument and turn to his claim that the court failed to adequately value the parties’ property.

Kurt argues the district court’s division of property is inequitable because the court did not make specific findings regarding the value of the personal property it awarded to him. He is correct that in order to accomplish an equitable distribution of assets the court “must identify and value the assets of the parties held both jointly and separately.” *In re Marriage of Driscoll*, 563 N.W.2d 640, 642 (Iowa Ct. App. 1997). But his argument regarding the court’s failure to value the items of personal property awarded to him is somewhat diminished by his own failure to provide the court with financial information pertinent to an equitable division.

Kurt did not file a financial affidavit with the district court as required by Iowa Code section 598.13. He was sanctioned several times for his persistent failure to respond to Lisa’s discovery requests and the court’s orders regarding discovery. Lisa, however, filed a detailed financial affidavit with the court shortly before the trial in this matter.⁵ She also testified as to what she believed the parties’ assets were worth and submitted exhibits supporting some of her valuations. Thus, despite the lack of evidence provided by Kurt as to the value of

⁵ In his appellate brief, Kurt asserts that we may consider, as we have, financial affidavits in determining the approximate value of certain assets and amounts of debts not otherwise shown in the record.

the parties' personal property, we are able to evaluate the court's division of the parties' assets and debts based on our own de novo review of the record. See *In re Marriage of Rhinehart*, 704 N.W.2d 677, 683 (Iowa 2005); cf. *Locke v. Locke*, 246 N.W.2d 246, 253 (Iowa 1976) ("Where the evidence is insufficient for the fair de novo determination of an important issue, we can and should return the case for more evidence on the subject.").

Upon doing so, we agree with Kurt that the district court's property division is weighted too heavily in favor of Lisa, although not to the extent claimed by him.⁶ In order to assure an equitable property division in this case, we modify the dissolution decree to award Kurt the entire value of his Heartland Healthcare Fund.⁷ We additionally modify the court's order on limited remand to equally divide Lisa's entire Maytag pension, valued at \$39,511.64, between the parties.⁸ We believe that the distribution as modified herein, although still somewhat unequal,⁹ is equitable considering the length of the parties' marriage, Lisa's poor physical and emotional health, and her diminished earning capacity. See Iowa Code § 598.21(1) (listing factors to be considering in making an equitable distribution); *In re Marriage of Dean*, 642 N.W.2d 321, 323 (Iowa Ct. App. 2002)

⁶ The disparity between the net distributions under the district court's dissolution decree, as amended on remand, is roughly \$62,000.

⁷ Due to Kurt's failure to comply with the district court's discovery orders, the most recent value of the fund in the record was \$16,464.06 as of October 2005. As there is no other information in the record as to the amount of money in the fund at the time of the trial, we will adopt the October 2005 value in our modification of the court's property division.

⁸ Division of the pension according to the formula set forth in *Benson*, 545 N.W.2d at 255-56, is not necessary in this case as Lisa stopped contributing to the pension after she was terminated from her employment at Maytag in August 2006.

⁹ The disparity between the net distributions following our modifications is reduced to about \$33,000.

(stating the goal of property division is to assure just and equitable, rather than equal, allocations).

Kurt next claims that the district court improperly considered his alleged abuse of Lisa in November 2005 as a factor in its division of the parties' property and award of spousal support. In its findings of fact, the court stated it was

not convinced that the division of property [should be] equal in this case. Kurt has violated numerous court orders regarding discovery, and was seriously lacking in candor in his testimony during the trial. Further, Kurt has a history of serious domestic abuse of Lisa, and violation of domestic abuse protective orders.

Domestic abuse is not a factor that should be considered in the division of property in a dissolution action. *In re Marriage of Goodwin*, 606 N.W.2d 315, 323-24 (Iowa 2000). Based on the above-quoted statements from the dissolution decree, we are concerned the district court may have improperly considered Kurt's alleged abuse of Lisa in dividing the party's property. However, this court on de novo review concludes the property division of the district court as modified herein is equitable for the reasons stated above, without giving consideration to any improper factors. We therefore deny this claim and proceed to Kurt's remaining claims regarding the court's award of spousal support.

C. Spousal Support.

"[Spousal support] is an allowance to the spouse in lieu of the legal obligation for support." *In re Marriage of Sjulín*, 431 N.W.2d 773, 775 (Iowa 1998). Spousal support is not an absolute right; an award depends on the circumstances of each particular case. *In re Marriage of Dieger*, 584 N.W.2d 567, 570 (Iowa Ct. App. 1998). Any form of spousal support is discretionary with

the court. *In re Marriage of Ask*, 551 N.W.2d 643, 645 (Iowa 1996). The discretionary award of spousal support is made after considering the factors listed in Iowa Code section 589.21(3). *Dieger*, 584 N.W.2d at 570. Even though our review is de novo, we accord the district court considerable discretion in making spousal support determinations and will disturb its ruling only where there has been a failure to do equity. *In re Marriage of Kurtt*, 561 N.W.2d 385, 388 (Iowa Ct. App. 1997).

Kurt was ordered to pay Lisa \$1250 per month in spousal support for six months and \$750 every month thereafter for ten years or until either party dies, Lisa remarries, or Kurt begins receiving pension benefits, whichever occurs first. Kurt claims the court erred in its award of spousal support because Lisa did not present any “medical or expert testimony regarding her continued inability to work.” He further claims he does not have the ability to pay the amount ordered by the court.

When determining the appropriateness of an award of spousal support, the court must consider the length of the marriage, the age and health of the parties, the parties’ earning capacities, the levels of education, and the likelihood the party seeking spousal support will be self-supporting at a standard of living comparable to the one enjoyed during the marriage. *In re Marriage of Clinton*, 579 N.W.2d 835, 839 (Iowa Ct. App. 1998). The court must also balance a party’s ability to pay against the relative needs of the other. *In re Marriage of Hettinga*, 574 N.W.2d 920, 922 (Iowa Ct. App. 1997). In marriages of long duration where the earning disparity between the parties is great, both spousal

support and nearly equal property division may be appropriate. *In re Marriage of Weinberger*, 507 N.W.2d 733, 735 (Iowa Ct. App. 1993).

The parties in this case were married for eighteen and one-half years. At the time of the trial, Kurt was fifty-one years old and in good health. The district court found he had the ability to earn over \$45,000 per year as a skilled union millwright. Kurt does not challenge this finding on appeal. Lisa, on the other hand, was forty-six years old, in poor physical and mental health, and unemployed at the time of the trial. She has a high school education and began working at Maytag when she was nineteen years old. The most she had earned in the five years preceding the parties' dissolution was \$28,000.

Lisa testified that after her knee surgery in August 2005 and claimed reinjury in November 2005, her physicians informed her that her knee would "never be the same." She stated that she has severe arthritis in her knee and is unable to kneel, stand, or sit for extended periods of time. Lisa also testified that her "mental health has been very bad since the accident in November." She participated in intensive outpatient care for three and one-half months to address her mental health problems until her "insurance ran out." She attempted to return to work in February 2006, but she was not physically or mentally able to do so. Lisa was eventually terminated from her employment at Maytag in August 2006 due to her physical and mental health conditions. She has since had to borrow money from family and friends in order to meet her daily living expenses.

Kurt does not dispute that Lisa was in poor physical and mental health at the time of the trial. Instead, he argues that he should not have been ordered to

pay her spousal support because he was not the cause of her knee injury and subsequent inability to return to work. However, as Lisa acknowledges, the cause of her physical and mental health difficulties is not relevant. Rather, section 598.21(3) simply directs the court to consider, as it did here, the “age and physical and emotional health of the parties” in determining whether to award spousal support. We similarly reject Kurt’s related argument that Lisa was required to substantiate her testimony regarding her physical and mental health with “medical documentation” or expert medical testimony. The court clearly believed Lisa’s testimony alone was credible as to this issue, a finding to which we give weight in our de novo review. Iowa R. App. P. 6.14(6)(g); *Sullins*, 715 N.W.2d at 247.

There is also no merit to Kurt’s claim that he was unable to pay the spousal support awarded to Lisa. He argues “there is little probability” the district court considered his ability to pay in its award of spousal support in light of his testimony that one-half of his wages were being garnished at the time of the trial in order to satisfy the temporary spousal support award.¹⁰ However, the court specifically found “Kurt has the ability to earn over \$45,000 per year” and would “be able to maintain his former standard of living.” Thus, contrary to Kurt’s assertions, the court did consider his ability to pay, along with the other factors listed in section 598.21(3), before determining an award of spousal support was appropriate in this case.

¹⁰ We note that a wage withholding order was entered in June 2006 after Kurt failed to pay Lisa any temporary spousal support or attorney fees as ordered in February 2006. Thus, in order to satisfy the delinquent support and attorney fees, the amount being withheld from Kurt’s wages at the time of trial was significantly more than the monthly amount of spousal support awarded by the court.

The economic provisions of a dissolution decree are “not a computation of dollars and cents, but a balancing of equities.” *Clinton*, 579 N.W.2d at 839. Any form of spousal support is discretionary with the court. *Ask*, 551 N.W.2d at 645. After considering the specific facts and circumstances of the case at hand and all factors relevant to possible spousal support awards, we find no abuse of discretion or inequity in the trial court’s award of spousal support to Lisa.

D. Appellate Attorney Fees.

Lisa requests an award of appellate attorney fees. Appellate attorney fees are not a matter of right, but rather rest in this court’s discretion. *Sullins*, 715 N.W.2d at 255. In arriving at our decision, we consider the parties’ needs, ability to pay, and the relative merits of the appeal. *Id.* Applying these factors to the circumstances in this case, we decline Lisa’s request for appellate attorney fees.

IV. CONCLUSION.

Upon our de novo review, we modify the dissolution decree and limited remand order to award Kurt the entire value of his Heartland Healthcare Fund and to equally divide Lisa’s entire Maytag pension between the parties. We affirm the district court’s dissolution decree in all other respects, aside from any alleged improper consideration of fault in its decision. We also affirm the court’s denial of Kurt’s motion for new trial. The costs of the appeal are to be divided equally between the parties.

AFFIRMED AS MODIFIED.

Huitink, J., concurs; Vogel, J., concurs in part and dissents in part.

Vogel, J., (concurring in part; dissenting in part)

I agree with the majority in all respects with the exception of its division of Lisa's Maytag pension. The district court, in the initial decree, supported the unequal distribution of property with eight specific factors. Upon the discovery of the additional asset, Lisa's Maytag pension, the court set off one-third to Lisa, reflecting its approximately nine years of pre-marital accumulation of assets. It then divided the remaining portion, one-half to each party, and reaffirmed the prior unequal distribution. Property distributions are to be equitable, not necessarily equal, in division. *In re Marriage of Robison*, 542 N.W.2d 4, 5 (Iowa Ct. App. 1995). As the district court provided a detailed rationale for its unequal distribution, which I find supported in the record, I would affirm the portion of the decree setting off one-third of Lisa's Maytag pension prior to dividing the remaining two-thirds equally between the parties. In all other respects, I concur with the majority.