STATE OF MINNESOTA
IN COURT OF APPEALS
A19-1795

In re the Marriage of: Kristine Ann Spratt Hansen,
n/k/a Kristine Ann Spratt, petitioner,
Respondent,

vs.

Christopher Patrick Hansen,
Appellant.

Filed August 24, 2020
Reversed and remanded
Larkin, Judge

Hennepin County District Court
File No. 27-FA-18-1300

Kelly M. Sater, Johnson/Turner Legal, Forest Lake, Minnesota (for respondent)

Amanda A. Bloomgren, Katie C. Hanson, Bloomgren Hanson Legal, PLLC, Hopkins, Minnesota (for appellant)

Considered and decided by Connolly, Presiding Judge; Johnson, Judge; and Larkin, Judge.

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

LARKIN, Judge

Appellant-husband challenges the district court's order implementing certain property-distribution provisions in the parties' amended dissolution judgment and decree,

as well as the district court's award of conduct-based attorney fees to respondent-wife. We reverse and remand.

FACTS

In October 2014, respondent-wife Kristine Ann Spratt married appellant-husband Christopher Patrick Hansen. Four years later, wife petitioned to dissolve the marriage. After a trial, the district court entered a judgment and decree dissolving the marriage and dividing the parties' property.

At the time of the dissolution, wife was 54 years old. She had started two businesses prior to the marriage, Jokris Enterprises, LLC (Jokris) and KTB Homes, Inc. (KTB). Jokris had one primary asset, a home in Plymouth, Minnesota (the Cartway home). The district court found that the Cartway home was encumbered by a $243,750 construction loan and that KTB was encumbered by a $97,103.90 bank loan. The court awarded wife her interests in the businesses and made her responsible for any "encumbrance thereon," but it found that any equity in the Cartway home, "negative or positive," was marital property.

At the time of the dissolution, husband was 52 years old. He had several retirement accounts, including a Fidelity Investments IRA (the Fidelity account) and an ACIST Medical Systems 401(k) account (the ACIST account). The district court found that the balance of the Fidelity account was $180,034.41 and that

> [husband] claims that this account was established before the marriage and that no contributions were made during the marriage. Even if that were true, it would not mean that all of the account is nonmarital. As he failed to document either of his premises and made no attempt to argue that any appreciation was from active management, he failed to meet his burden of proof for a nonmarital claim. *All of the*

> *contributions and appreciation from October 11, 2014 to April 1, 2018 are marital.*

(Emphasis added.) In its conclusions of law, the district court awarded wife one half of the "marital portion" of the Fidelity account, which it defined as "any and all appreciation or contributions from October 11, 2014 to April 1, 2018." The court awarded husband the "remainder" of the account, "after subtracting [wife's] marital share."

The district court made similar findings on the ACIST account, finding that the balance of that account was $145,040.87 and that

> [t]his account was established by [husband] before the marriage but he did not prove what amount, if any, was nonmarital. Because it was his burden to prove any nonmarital claim, and he did not meet this burden, *all of the appreciation or contributions from October 11, 2014 to March 31, 2018 will be deemed marital.*

(Emphasis added.) In its conclusions of law, the district court awarded wife one half of the "marital portion" of the ACIST account, which it defined as "any and all appreciation or contributions from October 11, 2014 to March 31, 2018." The court awarded husband the "remainder" of the account, "after subtracting [wife's] marital share." The judgment directed husband's attorney to draft "QDROs" dividing the retirement assets.[1]

In January 2019, husband moved to amend the dissolution judgment. He requested that the findings regarding the Fidelity and ACIST accounts be amended to reflect that the

[1] A QDRO, or qualified domestic relations order, "creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a participant under a plan and which meets certain specificity and substantive requirements." *Langston v. Wilson McShane Corp.*, 828 N.W.2d 109, 113 (Minn. 2013) (quotation omitted).

accounts were established prior to the marriage and had "significant" nonmarital components, arguing that the district court's "finding that the increased value/appreciation of the non-marital portion of [his] retirement accounts is marital property is not consistent" with Minnesota law. He also asserted that the Cartway home should be excluded from Jokris's assets and that he should be awarded one half of the "net proceeds" from the sale of the home "after payment of the construction loan and all costs of sale."

On April 25, 2019, the district court filed an order granting, in part, husband's motion. The judge who issued the order, and subsequent orders relevant to this appeal, was not the judge who issued the original dissolution judgment and decree. The district court denied husband's request for the "increased value" of the nonmarital share of the retirement accounts, based on findings in the dissolution judgment that husband "failed to document his claim that the accounts were established before the marriage, and that no contributions were made during the marriage." The court granted husband's motion to amend the Cartway-home findings so that both parties would be "liable for one-half of the promissory construction loan," any equity would be "divided equally," and the parties would "share equally in all encumbrances, liabilities and losses associated with that property."

On April 29, 2019, the district court entered an amended dissolution judgment and altered wife's awarded interest in Jokris by specifically "excluding the [Cartway] home." The court also added language awarding wife "[o]ne-half of the net proceeds from the sale" of the Cartway home "after payment of the construction loan and all costs of sale." On

May 1, 2019, husband served notice of filing, and he attached copies of the April 25 order and amended dissolution judgment.

On July 2, 2019, husband moved the district court to obtain half of the proceeds from the sale of the Cartway home.[2] He asserted that wife had sold the home for $379,900 and that there was "construction loan debt" totaling $248,395.28. He stated that he expected wife to claim a second mortgage of $95,915.73 as a deduction from the sale proceeds, but he asserted that "no such mortgage was ever disclosed during the divorce proceedings" or "set forth in the [o]rder following the [m]otion to [a]mend." He argued that the debt associated with the purported second mortgage should not be deducted from the sale proceeds from the Cartway home when determining his marital share of the home's equity.

Also on July 2, 2019, wife moved to hold husband in contempt, in part for failing "to cause his counsel to draft QDROs dividing the parties' retirement plans." She asked that the QDROs be prepared or that she be awarded half of the *total* value of the Fidelity and ACIST accounts. Wife also asked that husband be ordered to pay $35,543.25 for his share of the "losses" from the sale of the Cartway home. She attached closing statements indicating that the home "sold for $379,900.00, with total construction and other costs to date of $450,986.50," resulting in a loss on the sale. These costs included a "[s]econd [m]ortgage" with a balance of $95,915.73. In a responsive affidavit, wife asserted that she

[2] Although husband referenced the "Champlin home" in his motion, it is clear from the motion-hearing transcript and his affidavit that he was referring to the Cartway home.

disclosed the second mortgage at trial and cited pages in the trial transcript where she made those disclosures.[3]

On July 22, 2019, the district court filed an order denying husband's request for proceeds from the Cartway home. The court found that, based on the dissolution judgment, it was "equitable for [wife] to deduct the second mortgage, realtor fees and other expenses incurred in improving the home for sale before calculating the one-half owed to (or from) [husband]."

In August 2019, the district court filed a contempt order stating that wife's attorney must "provide the court with a proposed order allowing for entry of judgment on the property settlement." In September 2019, the district court adopted wife's proposed order and directed husband to pay wife half of "the total values" of the Fidelity and ACIST accounts and "$35,543.25 for his half of the losses" from the Cartway home.

In October 2019, husband moved to amend the September 2019 order, arguing that under the dissolution judgment, wife's marital portion of the Fidelity and ACIST accounts was substantially less than the amount awarded in that order. He also challenged the amount he was ordered to pay toward the negative balance on the Cartway home, asserting that wife had engaged in fraud by alleging a second mortgage. He asked the district court to either recalculate his proceeds from the Cartway home or reopen and amend the order based on wife's alleged fraud.

[3] The trial transcript is not part of the appellate record in this case.

In November 2019, the district court filed an order denying husband's motion to amend. Regarding the retirement accounts, the court noted that "it was not until July 12, 2019, after both the trial and the [o]rder on his motion for amended findings, that [husband] for the first time provided documentation that the retirement accounts were established prior to the marriage."[4] The court refused to consider those documents. As for the Cartway home, the court concluded that there was "nothing inconsistent in holding that [wife] remains liable for any encumbrances on Jokris and KTB while also holding that the parties will share any losses in a particular property." The court noted that wife had "cited to specific pages in the trial transcript in which the second mortgage was discussed," and had provided—posttrial—"substantial documentation in the form of a [s]worn [c]onstruction [s]tatement itemizing the costs associated with the home." The court found "absolutely no evidence" of fraud. Lastly, pursuant to Minn. Stat. § 518.14 (2018), the court awarded wife $8,545 in conduct-based attorney fees. This appeal followed.

D E C I S I O N

Husband appeals from the district court's September 2019 order directing him to pay wife half of the total value of his Fidelity and ACIST accounts and half of the losses from the Cartway home stemming from the purported second mortgage, as well as the November 2019 order denying his motion to amend the September 2019 order. We review orders clarifying, implementing, or enforcing a decree for an abuse of discretion. *Nelson v. Nelson*, 806 N.W.2d 870, 871 (Minn. App. 2011). A district court abuses its discretion

[4] On July 12, 2019, husband filed numerous account statements regarding his retirement accounts with the district court.

when it makes findings unsupported by the record or improperly applies the law. *Rutten v. Rutten*, 347 N.W.2d 47, 50 (Minn. 1984); *Muschik v. Conner-Muschik*, 920 N.W.2d 215, 226 (Minn. App. 2018). We review a district court's denial of a motion for amended or additional findings for an abuse of discretion. *Zander v. Zander*, 720 N.W.2d 360, 364 (Minn. App. 2006), *review denied* (Minn. Nov. 14, 2006).

I.

Husband argues that the district court impermissibly increased wife's property award by granting her half of the "full value" of his Fidelity and ACIST accounts, even though the dissolution judgment awarded her only half of the contributions and appreciation from a specific timeframe during the marriage. Wife argues that the district court did not modify the award because husband failed to prove the existence of any nonmarital portion of those accounts.

Minn. Stat. § 518.58, subd. 1 (2018), authorizes the district court to divide the parties' marital property in a dissolution action. Minn. Stat. § 518A.39, subd. 2(g) (2018), restricts modification of such divisions, stating:

> Except for an award of the right of occupancy of the homestead, provided in section 518.63, all divisions of real and personal property provided by section 518.58 shall be final, and may be revoked or modified only where the court finds the existence of conditions that justify reopening a judgment under the laws of this state . . . .

Property divisions become final for the purposes of Minn. Stat. § 518A.39, subd. 2(g), once the time for appeal from the judgment and decree has expired. *Hanson v. Hanson*, 379 N.W.2d 230, 232 (Minn. App. 1985). The district court does not have

authority to modify a property division after the decree has been entered and the time for appeal has expired. *Id.*

Once "[t]he times for posttrial motions and appeal from the original judgment and decree have expired, . . . the judgment is considered final." *Dailey v. Chermak*, 709 N.W.2d 626, 631 (Minn. App. 2006), *review denied* (Minn. May 16, 2006). There can be no collateral challenge to a final judgment. *See Nussbaumer v. Fetrow*, 556 N.W.2d 595, 599 (Minn. App. 1996) (stating that Minnesota does not permit collateral attack of facially valid judgments, and judgments alleged to be merely erroneous or founded on nonjurisdictional defects are "not subject to attack"), *review denied* (Minn. Feb. 26, 1997); *Taylor v. Taylor*, 413 N.W.2d 587, 589 (Minn. App. 1987) (stating that "even an excessive decree" cannot be collaterally attacked in subsequent proceeding); *see also Dieseth v. Calder Mfg. Co.*, 147 N.W.2d 100, 103 (Minn. 1966) ("Even though the decision of the trial court in the first order may have been wrong, if it is an appealable order it is still final after the time for appeal has expired.").

Under Minn. R. Civ. App. P. 104.01, subd. 1: "Unless a different time is provided by statute, an appeal may be taken from a judgment within 60 days after its entry, and from an appealable order within 60 days after service by any party of written notice of its filing." That appeal timeline may be tolled by the filing of a "proper and timely" postdecision motion, and when a party files such a motion, the appeal timeline does not begin to run until service of notice of filing of the order disposing of that motion. Minn. R. Civ. App. P. 104.01, subd. 2. A motion to amend or make findings of fact under Minn. R. Civ. P. 52.02 is a tolling motion. Minn. R. Civ. App. P. 104.01, subd. 2(b). Rule 52.02 specifies

that a motion to amend must be served within the time allowed for a motion for a new trial, that is, 30 days from service by a party of notice of the filing of the decision or order. *See* Minn. R. Civ. P. 59.03 (setting timeline for new-trial motion).

In this case, the dissolution judgment was entered on December 20, 2018, and husband filed a proper and timely motion to amend on January 18, 2019. Thus, husband's motion to amend tolled the appeal timeline. On April 25, 2019, the district court filed its order disposing of husband's motion to amend, and on April 29, the district court entered its amended dissolution judgment and decree. Husband served wife a notice of filing on May 1, 2019, and he attached the district court's order of April 25, as well as the amended dissolution judgment. As a result, the appeal deadline was Monday, July 1, 2019. Minn. R. Civ. App. P. 104.01, subd. 2; *see also* Minn. R. Civ. App. P. 126.01 (stating that Minn. R. Civ. P. 6.01 sets forth the method for computing time); Minn. R. Civ. P. 6.01 (excluding day of triggering event and, if last day is a Sunday, extending to "next day that is not a Saturday, Sunday, or legal holiday").

Neither party appealed the judgment and decree or made a posttrial motion to further toll the time to appeal that judgment. Thus, the amended dissolution judgment became final on July 1, 2019. *See Huntsman v. Huntsman*, 633 N.W.2d 852, 855 (Minn. 2001) ("Once the time to appeal has been tolled by a proper and timely post-decision motion, it commences upon service of notice of filing of the order disposing of the last post-decision motion outstanding, not the prior entry of an amended judgment."). Indeed, wife concedes that the amended dissolution judgment "was not appealed and was final."

Although a final dissolution judgment is not subject to collateral attack, a district court may clarify or interpret terms dividing personal property, so long as the terms are ambiguous. *Stieler v. Stieler*, 70 N.W.2d 127, 131 (Minn. 1955); *Hanson*, 379 N.W.2d at 232. However, in *Dailey*, this court held that "[w]hen conclusions of law are designated as the judgment in a marriage dissolution and when a conflicting or inconsistent statement in the findings of fact remains after all opportunities for corrective action have expired, the judgment is binding and controlling." 709 N.W.2d at 628.

In *Dailey*, the mother of a minor child sought permission to move the child out of Minnesota. *Id*. at 629. The child's father challenged that request on the grounds that a finding in the dissolution judgment conditioned mother's sole physical custody on her remaining in the Twin Cities. *Id*. The district court permitted the mother to move the child based in part on the court's determination that the dissolution judgment's clear conclusion of law awarding mother sole physical custody was controlling, and not the findings conditioning her custody on her residency in the Twin Cities. *Id*. This court affirmed, reasoning that the conclusions of law controlled over the "inconsistent statement in the findings of fact." *Id.* at 631. This court stated that parties, interested persons, and the courts "ought to be able to rely on a final judgment, which incorporates conclusions of law, as binding without having to look back at the findings of fact to determine whether they are consistent with the judgment." *Id*. We explained:

> There will, of course, sometimes be conflicts between findings and conclusions, or inconsistencies, or omissions. But the law provides corrective procedures in the form of posttrial motions and appeals to resolve problems arising from such irregularities. Neither party in this case made a posttrial

> motion or took an appeal for the purpose of resolving the apparent conflict between the dissolution court's statement in one of the findings of fact about conditional custody and the award to Dailey in the conclusions of law of unconditional sole physical custody of the child.
>
> The times for posttrial motions and appeal from the original judgment and decree have expired, and the judgment is considered final. Furthermore, there can be no collateral challenge to the judgment.
>
> Thus, when a conflict between a statement in a finding of fact and a conclusion of law that has become part of a judgment remains after the expiration of all opportunities for corrective action, the view more in accord with the finality principle and with the prohibition against collateral attack, and the view most likely to promote a clear resolution of the conflict, is that the judgment is binding and prevails over an inconsistent statement in an underlying finding of fact. And we so hold.

Id. at 631-32 (citations omitted).

In unpublished opinions, this court has recently acknowledged that the rule from *Dailey* applies when there is a conflict between conclusions of law and supportive findings of fact in a final dissolution judgment. *See Banerjee v. Banerjee*, No. A18-1518, 2019 WL 3000721, at *2 (Minn. App. July 8, 2019) ("As a general rule, irreconcilable conflicts between a finding of fact and a conclusion of law in a dissolution judgment are resolved in favor of the legal conclusion."); *Dreger v. Dreger*, No. A17-1430, 2018 WL 3097678, at *4 & n.3 (Minn. App. June 25, 2018) (stating that if "a conflict between statements in a finding of fact and a conclusion of law remains after the expiration of all opportunities for corrective actions, conclusions of law prevail over an inconsistent statement in the findings

of fact," and that "parties should promptly correct [such] inconsistencies through post-trial motions and appeals to resolve issues arising from such irregularities" (footnote omitted)).

Husband cites to *Dailey* and argues that the district court erroneously relied on the findings of fact regarding his failure to establish a nonmarital share of his retirement accounts as a basis to award wife half of the entire value of those accounts. Husband argues that the district court should have enforced the conclusions of law in the final judgment, which more significantly limited the marital portion of those accounts.

Wife does not address *Dailey* on appeal. But the circumstances of *Dailey* are analogous to those here. In this case, the conclusions of law supporting the final judgment and decree limit the "marital portion" of husband's Fidelity and ACIST retirement accounts to contributions and appreciation that occurred during specific timeframes during the marriage. The conclusions of law also define wife's marital share of that "marital portion" as one half of the "marital portion" and award husband the "remainder" of the accounts after subtracting wife's marital share. In sum, the conclusions unambiguously recognize a marital portion of husband's retirement account (i.e., contributions and appreciation that occurred during specific timeframes during the marriage), as well as a nonmarital portion (i.e., the remainder of the accounts after subtracting the marital portion).

But similar to the circumstances in *Dailey*, the district court's supportive findings seem inconsistent with its conclusions of law. As to the Fidelity account, the district court found that husband failed to "document" his assertions that the "account was established before the marriage" and that "no contributions were made during the marriage." The district court also found that husband "failed to meet his burden of proof for a nonmarital

claim." As to the ACIST account, the district court found that the account was established before the marriage, but also found that husband "did not prove what amount, if any, was nonmarital" and failed to meet his "burden to prove any nonmarital claim."

Wife relies on those findings, as did the district court. But under *Dailey*, once the opportunity for corrective action had expired and the dissolution judgment became final, the conclusions of law prevailed over any inconsistent underlying findings of fact. At that point, husband was entitled to rely on the final conclusions of law, and the district court should have enforced them.[5] Because the conclusions of law in the final judgment and decree established that only a portion of husband's Fidelity and ACIST accounts was marital and awarded wife only half of that portion as her marital share, the district court erred by instead ordering that wife was entitled to half of the total value of those accounts.

II.

Husband argues that the district court improperly modified the division of the Cartway home by permitting wife to claim a $95,915.73 loan debt as a second mortgage against the home, thereby reducing the sale proceeds from the home and his share of the equity.[6] Husband asserts that the loan was a KTB debt that and that such debts were assigned to wife under the dissolution judgment.

"Debt is apportionable as part of the marital property settlement." *Justis v. Justis*, 384 N.W.2d 885, 889 (Minn. App. 1986), *review denied* (Minn. May 29, 1986). "The

[5] Because the merits of the district court's conclusions of law are not subject to collateral attack, we do not address them in this appeal.

[6] Once again, the district court found that any equity in the Cartway home, "negative or positive," was marital property. Neither party challenges that finding on appeal.

division of marital debts is treated in the same manner as division of assets." *Id.* Once again, a district court is generally not permitted to modify a final property division and may clarify the provisions of a property division only if they are ambiguous. *Stieler*, 70 N.W.2d at 131; *Hanson*, 379 N.W.2d at 232.

The final judgment is not ambiguous regarding the division of the Cartway home. *See Suleski v. Rupe*, 855 N.W.2d 330, 339 (Minn. App. 2014) (providing that a dissolution decree is ambiguous if it is reasonably susceptible to more than one meaning). Under the final judgment, husband and wife are each to receive "[o]ne-half of the net proceeds from the sale" of the Cartway home "after payment of the *construction loan and all costs of sale*." (Emphasis added.) Although the final judgment specifically lists the construction loan and costs of sale as offsets against the Cartway home and recognizes KTB's debt of $97,103.90, it is silent regarding the existence of an additional loan in the amount of $95,915.73, much less a second mortgage against the Cartway home.

As support for the district court's order, wife argues that the dissolution judgment was amended to read, "Both parties will be liable for one-half of the promissory construction loan . . . , and any equity in the home, whether that equity is positive or negative, shall be divided equally between the parties, and the parties will share equally in all encumbrances, liabilities and losses associated with that property." However, although the district court made those statements in granting husband's motion to amend, it did not include that language in the final dissolution judgment.

Wife does not argue that the purported second mortgage is a cost of sale, relying instead on her argument that she proved the existence of that mortgage at trial and in

subsequent affidavits. But the district court's judgement and decree did not include any findings regarding the purported second mortgage, and wife did not challenge the absence of such a finding in a posttrial motion or an appeal.

Given the unambiguous language of the judgment and decree limiting deductions from the sale proceeds of the Cartway home to a "construction loan and all costs of sale," as well as the lack of a finding showing the existence of a second mortgage in the amount of $95,915.73, the district court erred by deducting that debt from the sales proceeds of the Cartway home when determining the parties' marital shares of the home's equity. The district court should have enforced the clear terms of the final judgment. *See Stieler*, 70 N.W.2d at 131; *Hanson*, 379 N.W.2d at 232.

Having resolved the issue regarding the division of the Cartway home in husband's favor, we do not reach his alternative argument that the district court erred by rejecting his allegation that wife engaged in fraud by claiming a second mortgage on the Cartway home.

III.

Husband challenges the district court's November 2019 order awarding wife conduct-based attorney fees, pursuant to Minn. Stat. § 518.14, subd. 1, in the amount of $8,545. In awarding those fees, the district court explained that husband had "unreasonably contributed to the length and the expense of th[e] proceeding" by bringing his motion to amend the September 2019 order and thereby "seeking to have the court address the same issues for the third or fourth time." The district court reasoned that wife had been forced to incur unnecessary attorney fees as a result of husband's "litigiousness and unsupported arguments."

Under section 518.14, subdivision 1, a district court may, in its discretion, award fees "against a party who unreasonably contributes to the length or expense of the proceeding." We review a district court's award of attorney fees under Minn. Stat. § 518.14, subd. 1, for an abuse of discretion. *Haefele v. Haefele*, 621 N.W.2d 758, 767 (Minn. App. 2001), *review denied* (Minn. Feb. 21, 2001). A district court abuses its discretion by reaching a conclusion that is contrary to logic and the facts in the record. *Dobrin v. Dobrin*, 569 N.W.2d 199, 202 (Minn. 1997).

Once again, in January 2019, husband moved to amend the dissolution judgment. Husband sought the increased value of the nonmarital share of his retirement accounts that had accumulated during the marriage. Although husband moved to amend the dissolution judgment regarding the Cartway home, his request did not concern the purported second mortgage. In July 2019, husband moved to obtain his share of the proceeds from the sale of the Cartway home and noted his concern that wife would claim a second mortgage. But it was not until October 2019, after the district court had adopted wife's proposed order, that husband raised the precise issues that are before us on appeal.

On one hand, husband repeatedly raised issues regarding the marital and nonmarital components of his retirement accounts and his share of the marital equity in the Cartway home. But those issues evolved as the parties attempted to enforce the final judgment in proceedings in the district court. And given our decision to reverse under *Dailey*, we do not agree that husband's arguments were "litigious[] and unsupported." Indeed, husband argued that the district court's September 2019 order was not in accord with the property settlement in the dissolution judgment. He argued that wife should be awarded the amount

of the retirement accounts set forth in the "unambiguous" and "plain language of the Judgment and Decree" and that the proceeds from the Cartway home should be divided according to "the Judgment and Decree and the applicable law regarding the finality of the same."

Perhaps husband could have forgone his motion to amend the September 2019 order and pursued an appeal instead, which would have reduced the fees expended in district court. But on this record, and in light of our conclusion that the law supports husband's positions regarding wife's marital share of husband's retirement accounts and husband's marital share of the Cartway home, we conclude that the district court's award of $8,545 in conduct-based attorney fees was an abuse of discretion.

Conclusion

Because the district court erred by awarding wife half of husband's Fidelity and ACIST total account balances, and not her allotted share of the marital portion of those accounts as defined in the unambiguous conclusions of the final dissolution judgment, we reverse and remand for a determination and award consistent with those conclusions. Because the district court erred by permitting wife to deduct a $95,915.73 loan debt from the sale proceeds of the Cartway home in the absence of any finding regarding that debt or its apportionment in the final judgment, we reverse and remand for a determination of husband's share of the equity in the Cartway home excluding that debt. Lastly, we reverse the award of $8,545 in conduct-based attorney fees to wife.

Reversed and remanded.