

This opinion will be unpublished and may not be cited except as provided by Minn. Stat. § 480A.08, subd. 3 (2008).

**STATE OF MINNESOTA
IN COURT OF APPEALS
A10-497**

In re the Marriage of: David Laurence Rose, petitioner,
Appellant,

vs.

Lindsay Cheche Brooks,
Respondent.

**Filed August 31, 2010
Affirmed
Minge, Judge**

Hennepin County District Court
File No. 27-FA-09-7846

David Laurence Rose, Brooklyn Park, Minnesota (pro se appellant)

Lindsay Cheche Brooks, Crystal, Minnesota (pro se respondent)

Considered and decided by Minge, Presiding Judge; Ross, Judge; and Johnson,
Judge.

UNPUBLISHED OPINION

MINGE, Judge

Appellant husband argues that district court erred by enforcing a stipulation requiring appellant to transfer a motorcycle, which he claims is his nonmarital property, to respondent wife. We affirm.

DECISION

In the fall of 2009, appellant David Rose petitioned to dissolve his marriage with respondent Lindsay Brooks. The parties had been married for approximately six months and had no children together. The only property noted in the record is furniture in her name and a car and motorcycle in his name.

On November 30, 2009, the district court entered stipulated findings, conclusions, order for judgment, judgment, and decree. The findings state, “[the parties] agreed that [Mr. Rose] shall give to [Ms. Brooks] her furniture by 12/14/09, then she will give him his motorcycle. If Mr. Rose fails to return [Ms. Brooks’s] furniture, [she] may keep the motorcycle and sell it if she wants.” The conclusions restate this arrangement, adding that the motorcycle is his nonmarital property and the furniture is her nonmarital property. In their stipulation, both parties acknowledged that the findings were “true and accurate” and the conclusions “incorporate[d] the parties’ complete and full agreement for marital termination to resolve all issues in this dissolution.”

Notwithstanding the stipulated decree, Mr. Rose did not return the furniture to Ms. Brooks, but sold it. In January and again in February 2010, the district court ordered him to transfer title to the motorcycle. Because Mr. Rose failed to follow the orders, Ms. Brooks moved to amend the decree to order the appropriate state agency to transfer the motorcycle’s title into her name. Mr. Rose objected, submitting an affidavit that argued that the motorcycle is his nonmarital property. The district court granted Ms. Brooks’ motion. In its accompanying memorandum, the district court stated that both parties agreed to the motorcycle-for-furniture condition, and that the district court was entitled to

enforce that agreement. The district court also noted that other than the stipulation, there was no evidence in the record supporting Mr. Rose's claims that the motorcycle was nonmarital property or that the value of the furniture was nominal.

Mr. Rose appeals the order. His brief's only legal argument is that because the motorcycle was nonmarital property, the district court did not have authority to order its title transferred to Ms. Brooks. Under Minnesota Statutes, the district court only has authority to apportion up to half of one spouse's nonmarital property to the other spouse. Minn. Stat. § 518.58, subd. 2 (2008). However, "parties to a marriage dissolution may bind themselves to a level of performance higher than that which courts could require of them." *Plath v. Plath*, 393 N.W.2d 401, 403 (Minn. App. 1986) (citing *In re LaBelle's Trust*, 302 Minn. 98, 111, 223 N.W.2d 400, 408 (1974)). Courts generally will enforce and will not modify a stipulation. *See id.* at 403-04 (enforcing "extremely broad" stipulation that husband pay children's college-education expenses). The district court has authority to enforce its decree. *Erickson v. Erickson*, 452 N.W.2d 253, 255 (Minn. App. 1990). A district court's enforcement or implementation of a decree is valid "so long as the parties' substantive rights are not changed." *Kornberg v. Kornberg*, 542 N.W.2d 379, 388 (Minn. 1996).

Here, Mr. Rose agreed and the district court ordered that Ms. Brooks would become the owner of the motorcycle if he did not return the furniture. This modified whatever claim he had that the motorcycle was a nonmarital asset and his substantive rights to the motorcycle. The motorcycle became a remedy for his breach of an

obligation. There was no agreement or finding of the value for the furniture, which became a substitute for the motorcycle under the terms of the stipulated decree.

Based on the record in this case, we conclude that the district court did not err in ordering that title to the motorcycle be transferred to Ms. Brooks, and we affirm.

Affirmed.

Dated: