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MELISSA A. HINTZ  
CLERK OF COURT

COURT OF APPEALS OF THE  
SHAKOPEE MDEWAKANTON SIOUX COMMUNITY

SMSC RESERVATION

STATE OF MINNESOTA

In Re the Marriage of:

Leif Kenneth Johnson,

Appellant/Respondent,

Court File No. APP052-23

and

Danielle Marie Brooks-Johnson,

Appellee/Petitioner.

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**Opinion and Order**

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Before BUFFALO, HOGEN, and MASON MOORE, Appellate Judges.

**Opinion of BUFFALO and MASON MOORE (Majority).**

**I. Introduction**

This appeal is taken from a trial court order on the parties' motions to interpret and enforce a property award within the parties' dissolution judgment and decree.

There is a single issue before this Court: whether the trial court abused its discretion in determining that the respondent satisfied her obligation under the decree to buy appellant a home. We discern no abuse of discretion because the trial court's findings of fact were not clearly erroneous, and it did not err as a matter of law. Therefore, we

affirm the trial court's order.

## II. Background

Appellant Leif Kenneth Johnson and respondent Danielle Marie Brooks were married in July 2009 and divorced in January 2018 pursuant to a Stipulated Judgment and Decree (the "Decree").<sup>1</sup> Brooks is an enrolled member of the Shakopee Mdewakanton Sioux (Dakota) Community (the "Community").<sup>2</sup> Johnson is not a member of the Community or another Tribe.<sup>3</sup>

During the marriage, the parties resided in Brooks's home on Community land.<sup>4</sup> The Decree awarded Brooks the marital home and required her to purchase a house for Johnson in the following provision:

Wife shall pay Husband's rent on a home for a period of up to eighteen (18) months commencing on the first month following the date of entry of this Stipulated Divorce Decree in an amount not to exceed \$2,250.00 per month. Within that eighteen (18) month time frame, Husband shall locate and find a home to purchase for no more than \$400,000 which Wife shall purchase for Husband. Wife shall enter into whatever financial arrangements she deems appropriate for the purchase of this property, and Husband shall cooperate fully in whatever is needed from him to secure this financing . . . .<sup>5</sup>

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<sup>1</sup> Stipulated Judgment and Decree (Jan. 24, 2018) at 3, ¶ 9, and 22.

<sup>2</sup> *Id.* at 3, ¶ 13.

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* at 3, ¶ 13, and 8, ¶ 33.

<sup>5</sup> *Id.* at 18, ¶ 17.

Johnson moved out of the marital home in March 2018.<sup>6</sup> He eventually remarried and purchased a home with his wife in July 2022 for \$495,900.<sup>7</sup>

In October 2022, Brooks filed a pro se motion requesting that the trial court “negate the agreement to buy [Johnson] a house . . . due to new circumstances in [Johnson’s] marital situation.”<sup>8</sup> Brooks later retained counsel and filed an amended motion to clarify that she sought a “[f]inding that [Brooks] has met her obligation under the parties’ Judgment and Decree . . . related to the purchase of a home for [Johnson].”<sup>9</sup> Johnson filed a responsive motion requesting that the trial court deny Brooks’s motion and enforce the property-award provision in the Decree by requiring Brooks to pay \$400,000 toward the purchase price of his home or the monthly mortgage principal and interest payments.<sup>10</sup>

The parties alleged conflicting versions of events in the affidavits accompanying their motions. Johnson alleged that Brooks “asked if [he] would agree to stay in a rental longer than 18 months, and she would continue to pay the rent, so that she could work to improve her credit” before purchasing a home for him.<sup>11</sup> He stated that Brooks paid his rent until approximately December 2020 or January 2021, but she refused to

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<sup>6</sup> Brooks Affidavit (Jan. 27, 2023) at 5, ¶ 15.

<sup>7</sup> Johnson Affidavit (Nov. 3, 2022) at 8, ¶ 20.

<sup>8</sup> Petitioner’s Notice of Motion and Motion (Oct. 11, 2022) at 1, ¶ 3.

<sup>9</sup> Petitioner’s Amended Notice of Motion and Motion (Jan. 27, 2023) at 2, ¶ 9.

<sup>10</sup> Respondent’s Notice of Motion and Motion (Nov. 3, 2022), p. 2 ¶¶ 1(f), 2.

<sup>11</sup> Johnson Aff. at 8, ¶ 19.

purchase or finance a home for him.<sup>12</sup>

Brooks conceded that she and Johnson discussed improving her credit before financing a mortgage. However, she alleged that this conversation occurred after the 18-month timeframe contemplated by the Decree.<sup>13</sup> According to Brooks, she and Johnson looked at houses together, but Johnson “never pursued financing or . . . asked [her] to finance a specific house.”<sup>14</sup> She stated that she continued to pay Johnson’s rent through September 2021 and paid some of Johnson’s bills and debts in lieu of purchasing a home for him.<sup>15</sup>

In February 2023, the trial court held a hearing on the motions.<sup>16</sup> In March 2023, it issued an order granting Brooks’s motion to find that she met her obligation under the Decree and denying Johnson’s motion to enforce the property-award provision.<sup>17</sup> Johnson now appeals from the trial court’s order.

### **III. Discussion and Order**

#### **A. Standard of Review**

This case is unique in that we are reviewing a trial court’s order interpreting a dissolution decree, rather than reviewing the dissolution decree itself. However, our

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<sup>12</sup> *Id.*

<sup>13</sup> Brooks Aff. at 7, ¶ 17.

<sup>14</sup> *Id.* at 4, ¶ 11.

<sup>15</sup> *Id.* at 5, ¶ 14, and 6, ¶ 16.

<sup>16</sup> Transcript (Feb. 9, 2023) at 1.

<sup>17</sup> Trial Court Order on the Motions (Mar. 10, 2023) at 8, ¶ 7.

standard of review remains the same. “A trial court enjoys ‘broad discretion in evaluating and dividing property in a marital dissolution’” and we will not reverse its decision absent an abuse of that discretion.<sup>18</sup> Under the abuse-of-discretion standard, we review the trial court’s findings of fact for clear error.<sup>19</sup> A finding of fact “is clearly erroneous only if it is manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole.”<sup>20</sup> We defer to the trial court’s findings of fact unless “we are left with the definite and firm conviction that a mistake has been made.”<sup>21</sup> Conversely, we review the trial court’s legal conclusions de novo.<sup>22</sup>

## **B. Analysis**

The Community’s Amended and Restated Domestic Relations Code (the “Domestic Relations Code”) controls dissolution proceedings in our Court. The property-division and spousal-maintenance sections of the Domestic Relations Code were intended “to enable the Tribal Court to provide for the financial needs of the spouses by property division rather than an award of maintenance when possible.”<sup>23</sup> The property-division section further provides that “[a]ll divisions of real and personal

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<sup>18</sup> *Stade-Lieske v. Lieske*, 3 Shak. A.C. 10, 14 (June 8, 2015) (quoting *Antone v. Antone*, 645 N.W.2d 96, 100 (Minn. 2002)).

<sup>19</sup> *Id.*; accord *Welch v. Welch*, 2 Shak. A.C. 11, 17 (Apr. 15, 2009); *Brooks v. Corwin*, 2 Shak. A.C. 5, 6 (Aug. 4, 2008).

<sup>20</sup> *Brooks*, 2 Shak. A.C. at 6 (quotation omitted).

<sup>21</sup> *Id.* (quotation omitted).

<sup>22</sup> *Stade-Lieske*, 3 Shak. A.C. at 14; accord *Welch*, 2 Shak. A.C. at 17.

<sup>23</sup> Amended and Restated Domestic Relations Code, Ch. II, § 5(a).

property provided by this Section shall be final.”<sup>24</sup>

With these principles in mind, the trial court considered the parties’ motions regarding interpretation and enforcement of the property-award provision of the Decree. It interpreted the provision to create a condition precedent to Brooks’s obligation to buy Johnson a home:

Conclusion of Law 17 of the Decree provides that “Within that eighteen (18) month time frame, . . . Husband shall locate and find a home to purchase for no more than \$400,000 which Wife shall purchase for Husband.” The interpretation of this clause is the crux of the issue at hand. . . . The plain language of the clause governing this issue is clear. [Johnson] clearly agreed to find a home for [Brooks] to purchase for him by July 24, 2019.<sup>25</sup>

The trial court reasoned that the condition precedent did not occur because Johnson failed to identify a home for purchase within the 18-month timeframe, and therefore, it determined that Brooks fulfilled her obligation under the Decree. Johnson argues that we must reverse the trial court’s decision because the trial court abused its discretion in interpreting the property-award provision.

**1. The trial court did not abuse its discretion because its findings of fact were not clearly erroneous.**

The trial court reached its decision after finding that Johnson “offered no evidence that he did indeed find a home during [the 18-month] timeframe, let alone any

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<sup>24</sup> *Id.* at § 5(j).

<sup>25</sup> Trial Court Order at 6 (quoting Stipulated Judgment and Decree at 18, ¶ 17).

evidence that he found a home during that timeframe but that [Brooks] refused to purchase it for him.”<sup>26</sup> Johnson argues that the trial court abused its discretion because these findings of fact were clearly erroneous.<sup>27</sup> We disagree.

Johnson first challenges the finding that he did not identify a home to purchase within the 18-month timeframe.<sup>28</sup> He contends that this finding was not supported by the record and contradicted another finding in which the trial court stated that “the parties discussed the obligation that [Brooks] would purchase such a home and looked at possible homes to purchase” within 18 months of entry of the Decree.<sup>29</sup>

The parties both presented evidence that they searched for houses pursuant to the Decree. Johnson stated in his affidavit, “We would get together from time to time to look for homes . . . .”<sup>30</sup> Brooks similarly stated, “[Johnson] and I did look at houses.”<sup>31</sup> Thus, the record supports a finding that the parties *looked for homes* within the 18-month timeframe, as the trial court noted in its findings of fact. However, there is no evidence in the record that Johnson *identified a specific home* within 18 months and requested that Brooks purchase or finance a mortgage for the home. Brooks claimed in her affidavit that Johnson “never found a house within years of entry of the Decree.”<sup>32</sup> Indeed, the

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<sup>26</sup> *Id.*

<sup>27</sup> Appellant’s Brief at 14-18.

<sup>28</sup> *Id.* at 14.

<sup>29</sup> *Id.* (quoting Trial Court Order at 4, ¶ 15).

<sup>30</sup> Johnson Aff. at 8, ¶ 19.

<sup>31</sup> Brooks Aff. at 4, ¶ 11.

<sup>32</sup> *Id.* at ¶ 12.

only home to which Johnson refers in the record is the home he purchased in July 2022, three years after the 18-month timeframe expired.

As we noted previously, we will not set aside the trial court's findings of fact unless they were clearly erroneous.<sup>33</sup> This is a deferential standard that requires us to "give due regard to the trial court's opportunity to judge the witnesses' credibility."<sup>34</sup> Here, the trial court was in the best position to assess the parties' credibility and weigh their evidence. It credited Brooks's version of events by finding that Johnson failed to identify a home for purchase within the 18-month timeframe. This finding is reasonably supported by the record, and therefore, it is not clearly erroneous.

Johnson also challenges the trial court's finding that he offered no evidence of Brooks's refusal to purchase a home for him within the 18-month timeframe.<sup>35</sup> Again, he argues that this finding was not supported by the record.

Johnson stated in his affidavit that Brooks "would come up with excuses for why she couldn't or wouldn't" purchase a home for him whenever he brought up the subject, and most recently, her excuse was that Johnson remarried.<sup>36</sup> It is unclear from Johnson's affidavit when these discussions occurred. One conversation occurred

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<sup>33</sup> *Stade-Lieske*, 3 Shak. A.C. at 14; *accord Welch*, 2 Shak. A.C. at 17; *Brooks*, 2 Shak. A.C. at 6.

<sup>34</sup> Fed. R. Civ. P. 52(a)(6); *see Shakopee Mdewakanton Sioux Community Tribal Court R. Civ. P. 28* (applying the provisions of Fed. R. Civ. P. 52 to findings by the Tribal Court); *see also Shakopee Mdewakanton Sioux (Dakota) Gaming Enterprise v. Prescott*, 2 Shak. A.C. 1, 2 (Aug. 9, 2006) ("[R]eweighing the evidence or credibility of witnesses is not our role on appeal.").

<sup>35</sup> A. Br. at 15.

<sup>36</sup> Johnson Aff. at 8, ¶ 18.



sometime after January 2021, when Johnson found his current home and “reminded [Brooks] of her obligation.”<sup>37</sup> He alleged that Brooks refused to finance or purchase the home for him, so he purchased it himself in 2022.<sup>38</sup>

In her affidavit, Brooks denied that she refused to provide financing for a home within the 18-month timeframe and claimed that Johnson never asked her to do so.<sup>39</sup> Brooks also denied that Johnson asked her to finance the home he purchased with his wife in 2022.<sup>40</sup> She alleged that Johnson “specifically told [her] that he wanted to buy a house for his wife, and he did not want [Brooks] to be a part of the financing.”<sup>41</sup> Thus, Brooks “did not agree [to] the interest rate or any aspect of [the] financing” for the home.<sup>42</sup>

In sum, Brooks averred that Johnson did not ask her—and she did not refuse—to finance or purchase a home within 18 months of entry of the Decree. And Johnson provided no evidence of a specific conversation or instance that occurred during that timeframe to contradict Brooks’s claim. We conclude that the trial court properly assessed the parties’ credibility and evidence regarding this claim and the record reasonably supported its finding. Thus, the trial court’s findings of fact were not clearly

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<sup>37</sup> *Id.* at ¶ 19.

<sup>38</sup> *Id.* at ¶¶ 19, 20.

<sup>39</sup> Brooks Aff. at 7, ¶ 17, and 4, ¶ 11.

<sup>40</sup> *Id.* at 4, ¶ 11.

<sup>41</sup> *Id.*

<sup>42</sup> *Id.* at ¶ 13.

erroneous.

**2. The trial court did not abuse its discretion because it did not err in its conclusions of law.**

Next, Johnson argues that the trial court erred as a matter of law in determining that Brooks fulfilled her obligation under the property-award provision of the Decree.<sup>43</sup> We are not persuaded. Rather, our de novo review leads us to conclude that the trial court did not err in its conclusions of law.

*a. The trial court correctly interpreted the terms of the property-award provision by determining that Brooks's obligation under the Decree was subject to a condition precedent.*

Johnson contends that the trial court erred in determining that Brooks's obligation was subject to a condition precedent. At the hearing on the parties' motions, Johnson's counsel argued, "[J]ust because Mr. Johnson didn't secure a home within 18 months in no way means that that provision is no longer applicable or enforceable. It doesn't say failure to obtain a home waives this provision."<sup>44</sup> Similarly, Johnson argues on appeal that "there is no language in the Judgment and Decree indicating, suggesting, or otherwise implying that [Johnson] was not entitled to have [Brooks] secure financing for a home with a value less than \$400,000 in the event the parties were unable to make the transaction happen within eighteen months."<sup>45</sup>

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<sup>43</sup> A. Br. at 15-25.

<sup>44</sup> Tr. at 32.

<sup>45</sup> A. Reply Br. at 4.

Johnson's argument requires us to interpret the terms of the property-award provision to determine whether it contained a condition precedent that affected the parties' obligations under the Decree. The Domestic Relations Code does not explicitly address how the Tribal Court must interpret property awards in dissolution decrees. And neither party argues that a tradition or custom of the Community addresses the interpretation of property awards. When neither the written laws nor the traditions and customs of the Community provide guidance on the matter at issue, we look to our Tribal Court precedent.<sup>46</sup> To the extent that none of these sources resolve the issue before us, we may rely on "general principles of common law applied by other jurisdictions."<sup>47</sup>

Minnesota courts use contract-law principles to interpret stipulated marriage-dissolution judgments.<sup>48</sup> And our trial court has previously applied Minnesota contract-law principles to Tribal Court disputes.<sup>49</sup> We therefore apply these principles to the terms of the Decree in the instant case.

One such contract-law principle is the concept of the condition precedent. "A

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<sup>46</sup> Resolution 11-14-95-003 Jurisdictional Amendment, § V.

<sup>47</sup> *Id.*

<sup>48</sup> See *Pooley v. Pooley*, 979 N.W.2d 867, 873 (Minn. 2022) ("Courts treat stipulated marriage-dissolution judgments as contracts for purposes of construction.").

<sup>49</sup> See, e.g., *Florez v. Jordan Constr.*, 4 Shak. T.C. 124, 128 (Jan. 15, 2002) (applying Minnesota contract law to a Tribal Court breach-of-contract dispute); *In Re Conservatorship of Brooks*, 4 Shak. T.C. 173, 183 (Apr. 30, 2003) (applying Minnesota contract law to a Tribal Court settlement-agreement dispute).

condition precedent is one which is to be performed before the agreement of the parties becomes operative.”<sup>50</sup> It requires “the performance of some act or the happening of some event after the contract is entered into, and upon performance or happening of which its obligation is made to depend.”<sup>51</sup> When a party’s rights are subject to a condition precedent, the party “does not acquire any rights under the contract unless the condition occurs.”<sup>52</sup>

The first step of our contract-interpretation analysis is to determine whether the terms of the Decree are ambiguous.<sup>53</sup> A term “is ambiguous if it is ‘reasonably susceptible to more than one interpretation.’”<sup>54</sup> “In interpreting a contract, the language is to be given its plain and ordinary meaning.”<sup>55</sup> If no ambiguity exists in the terms of the Decree, its interpretation is a question of law that we review de novo.<sup>56</sup>

The relevant terms of the property-award provision require that:

Wife shall pay Husband’s rent on a home for a period of up to eighteen (18) months commencing on the first month following the date of entry of this Stipulated Divorce Decree . . . . Within that eighteen (18) month time frame, Husband shall locate and find a home to purchase for no more than \$400,000 which Wife shall purchase for

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<sup>50</sup> *Crossroads Church v. County of Dakota*, 800 N.W.2d 608, 615 (Minn. 2011) (quotation omitted).

<sup>51</sup> *In Re Brooks*, 4 Shak. T.C. at 183 (quoting *Lake Co. v. Molan*, 131 N.W.2d 734, 740 (Minn. 1964)).

<sup>52</sup> *Id.* at 184.

<sup>53</sup> *Pooley*, 979 N.W.2d at 874.

<sup>54</sup> *Nelson v. Nelson*, 806 N.W.2d 870, 872 (Minn. Ct. App. 2011) (quoting *Brookfield Trade Ctr., Inc. v. County of Ramsey*, 584 N.W.2d 390, 394 (Minn. 1998)).

<sup>55</sup> *Id.* (quoting *Brookfield*, 584 N.W.2d at 394).

<sup>56</sup> *Id.*; *Blonigen v. Blonigen*, 621 N.W.2d 276, 281 (Minn. Ct. App. 2001).

Husband.<sup>57</sup>

Use of the word “shall” in contractual language “reflects a mandatory imposition.”<sup>58</sup>

Thus, the plain and ordinary meaning of these terms is clear. Brooks had a mandatory obligation to pay Johnson’s rent for a specified maximum period, and Johnson had a mandatory obligation to identify a home for purchase for no more than \$400,000 within that period. The Decree provided that Brooks shall purchase that home—located within the 18-month timeframe and costing no more than \$400,000—for Johnson. Brooks’s performance of this obligation would be impossible if Johnson did not identify a particular home that met those requirements. In other words, Brooks’s obligation depended upon Johnson’s performance. We therefore conclude that the terms of the Decree were unambiguous and created a condition precedent to Brooks’s obligation to purchase a home for Johnson.

At the motion hearing, Johnson’s counsel further argued that it would be “absurd[,] . . . unfair[,] and unequitable” to interpret the Decree to contain a condition precedent because Johnson “was not the one that was in control of whether financing was secured.”<sup>59</sup> Johnson argues that Brooks “did not make an effort to secure financing for [his] home,” and “[w]ithout securing the financing required . . . it was impossible for

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<sup>57</sup> Stipulated Judgment and Decree at 18, ¶ 17.

<sup>58</sup> *Travertine Corp. v. Lexington-Silverwood*, 683 N.W.2d 267, 272 (Minn. 2004).

<sup>59</sup> Tr. at 32.

[him] to obtain a home within 18 months of entry of the Judgment and Decree.”<sup>60</sup> He claims that he “did not have the independent ability to require [Brooks] to secure financing for his new home...[s]hort of filing a motion to enforce the terms of the Stipulated Judgment and Decree.”<sup>61</sup>

Here, Johnson correctly identifies the remedy he could have pursued had Brooks refused to purchase or finance a home after he fulfilled the condition precedent. At the conclusion of the 18-month timeframe, he could have filed a motion to enforce the terms of the Decree and presented evidence that he identified a home and requested that Brooks purchase it for him. He did not file a motion or present such evidence. This matter came before the Tribal Court on Brooks’s motion after Johnson failed to identify a home to purchase for several years after the parties’ divorce. Therefore, Johnson’s argument is unavailing. We conclude that the district court did not err in determining that the property-award provision contained a condition precedent requiring Johnson to identify a home for purchase for no more than \$400,000 within 18 months of entry of the Decree.

*b. Johnson’s alternative arguments regarding the condition precedent do not merit relief.*

In the alternative to Johnson’s primary argument that the property-award provision did not contain a condition precedent, Johnson makes several arguments as to

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<sup>60</sup> A. Br. at 16, 22.

<sup>61</sup> *Id.*

why we should relieve him from performance of the condition precedent and require Brooks to fulfill her obligation under the Decree.<sup>62</sup> First, he argues that he had the unilateral right to waive the condition precedent because it was intended solely for his benefit.<sup>63</sup>

Minnesota contract law recognizes that “[a] party may unilaterally waive a condition precedent that is intended solely for that party’s benefit and protection.”<sup>64</sup> This party may also “compel performance by the other party who has no interest in the performance or nonperformance of such condition.”<sup>65</sup>

Here, Johnson argues that the 18-month timeframe in which he was to locate a home was solely for his benefit, “so that he could start living in a comparable home to what he had been enjoying during the parties’ marriage.”<sup>66</sup> His argument fails because the condition precedent in the Decree also protected Brooks. First, it limited the amount of time she was required to pay Johnson’s rent. Second, it put her on notice to be prepared to purchase or finance a home for Johnson within that timeframe and prevented Johnson from waiting years after the divorce to select a home. Therefore, Brooks benefited from the condition precedent because it eliminated uncertainty

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<sup>62</sup> A. Reply Br. at 3-11.

<sup>63</sup> *Id.* at 4.

<sup>64</sup> *Exner v. Minneapolis Public Schs.*, 849 N.W.2d 437, 441 (Minn. Ct. App. 2014) (citing *Dolder v. Griffin*, 323 N.W.2d 773, 778 (Minn. 1982)).

<sup>65</sup> *Miracle Const. Co. v. Miller*, 87 N.W.2d 665, 670 (Minn. 1958).

<sup>66</sup> Appellant’s Reply Brief at 4.

regarding her obligation under the Decree, and Johnson was not able to waive the condition unilaterally.

Next, Johnson argues that we should relieve him of the condition precedent because Brooks interfered with execution of the Decree and induced him to breach its terms.<sup>67</sup> Interference with contract and inducing breach of contract are distinct causes of action, but they share similar elements:

- (1) Existence of a contract;
- (2) Alleged wrongdoer's knowledge of the contract;
- (3) His intentional procurement of its breach;
- (4) Without justification; and
- (5) Damages resulting therefrom.<sup>68</sup>

Here, Johnson claims that a text-message exchange between him and Brooks provides evidence of the third element: Brooks's intentional procurement of a breach.<sup>69</sup> In the exchange, Brooks wrote, "We need to talk about the house stuff more. I have been trying but it's not working. It's made my credit worse now too," to which Johnson responded, "[Y]es we definitely need to [talk,] and I'm willing to forego the decree . . . ."<sup>70</sup> Johnson argues that Brooks's messages "were intentional (yet friendly at

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<sup>67</sup> *Id.* at 5.

<sup>68</sup> *Aslakson v. Home Sav. Ass'n*, 416 N.W.2d 786, 788 (Minn. Ct. App. 1987) (citing *Royal Realty Co. v. Levin*, 69 N.W.2d 667, 671 (Minn. 1955)).

<sup>69</sup> A. Reply Br. at 5-6.

<sup>70</sup> Brooks Aff. Ex. C.



the time) and were meant to extend the timeframe for securing the home beyond the eighteen-month period.”<sup>71</sup>

However, this exchange occurred in October 2019, after the 18-month timeframe of the condition precedent had already expired.<sup>72</sup> Johnson does not point to any evidence in the record demonstrating that Brooks induced him to breach the 18-month timeframe before it expired. As such, Johnson fails to establish the third element of his interference-with-contract and inducing-breach-of-contract claims.

Finally, Johnson makes three similar arguments based on his claim that the parties agreed to extend the timeframe during which Brooks would purchase a home for Johnson.<sup>73</sup> He argues that (1) Brooks waived her right to assert the condition precedent; (2) she is estopped from enforcing the condition precedent based on her oral waiver; and (3) she suspended or excused Johnson’s performance of the condition precedent.<sup>74</sup>

Again, Johnson does not cite to the record or provide any evidence in support of his claim that Brooks agreed to extend the timeframe for locating and purchasing a home. And furthermore, the trial court did not include this claim in its findings of fact. We are therefore unpersuaded by Johnson’s alternative arguments.

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<sup>71</sup> A. Reply Br. at 6.

<sup>72</sup> Brooks Aff. at 6, ¶ 16, and Ex. C.

<sup>73</sup> A. Reply Br. at 7-11.

<sup>74</sup> *Id.*

- c. *The trial court did not modify the terms of the property award by issuing an order interpreting the terms.*

Johnson next argues that the trial court erred because it impermissibly modified the terms of the property award.<sup>75</sup> He contends that the trial court's order "substantially increase[d] the value of the property awarded to [Brooks], and substantially decrease[d] the value of the property awarded to [Johnson]."<sup>76</sup> Furthermore, he claims that the trial court's order affected his substantive rights because it "foreclosed his ability to enforce the equitable division of marital property set forth in the Stipulated Judgment and Decree."<sup>77</sup>

Under the property-division section of the Domestic Relations Code, property awards are final and may not be revoked or modified unless the Tribal Court finds that one of the following exceptions exist:

- (1) mistake, inadvertence, surprise, or excusable neglect.
- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under this Code's Rules of Civil Procedure.
- (3) fraud, whether denominated intrinsic or extrinsic, misrepresentation, or other misconduct of an adverse party.
- (4) the judgment and decree or order is void; or
- (5) the judgment has been satisfied, released, or discharged, or a prior judgment and decree or order upon which it is

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<sup>75</sup> A. Br. at 23-25.

<sup>76</sup> *Id.* at 23.

<sup>77</sup> *Id.*

based has been reversed or otherwise vacated, or it is no longer equitable that the judgment and decree or order should have prospective application.<sup>78</sup>

A motion for modification of a property award “must be made within a reasonable time, and for a reason under clause (1), (2), or (3), not more than one year after the judgment and decree, order, or proceeding was entered or taken.”<sup>79</sup>

Minnesota law similarly provides that property awards are final and allows modification in the same limited circumstances as the Community’s Domestic Relations Code.<sup>80</sup> Minnesota courts have held that a trial court “may not modify a final property division,” but it may “issue orders to implement, enforce, or clarify the provisions of a decree, so long as it does not change the parties’ substantive rights.”<sup>81</sup> “An order implementing or enforcing a dissolution decree does not affect the parties’ substantive rights when it does not increase or decrease the original division of marital property.”<sup>82</sup>

Contrary to what Johnson claims, the trial court’s order was not an impermissible modification to the property award. Rather, the trial court’s order was meant to clarify the parties’ obligations under the Decree, given that Johnson had not complied with a portion of the property-award provision. Clarification of the terms of a decree “does not constitute an amendment to the judgment” because it “does not result

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<sup>78</sup> Amended and Restated Domestic Relations Code, Ch. II, § 5(j).

<sup>79</sup> *Id.*

<sup>80</sup> Minn. Stat. §§ 518A.39, subd. 2(g); 518.145, subd. 2.

<sup>81</sup> *Nelson*, 806 N.W.2d at 871.

<sup>82</sup> *Id.*

in a judgment different from that originally ordered, but serves only to express accurately the thoughts which the original judgment intended to convey.”<sup>83</sup> Here, the trial court determined that the Decree intended to limit the property award by imposing time and cost restraints in the form of a condition precedent to Brooks’s obligation to buy Johnson a home. The trial court’s order did not change Johnson’s substantive rights; it merely expressed that his rights were subject to a condition precedent to which he did not adhere.

On the other hand, Johnson’s interpretation of the property-award provision would change the parties’ substantive rights because he ignores the plain language that he must locate a home for no more than \$400,000 within 18 months of entry of the Decree. He urges us to disregard this language and require Brooks to contribute \$400,000 toward the purchase price or financing of a home he purchased for almost \$500,000, three years after the 18-month timeframe expired. Thus, we agree with the trial court that his responsive motion is better characterized “as a request to modify the property award in the Decree rather than as a request to enforce it.”<sup>84</sup>

We also disagree with Johnson’s assertion that the trial court “foreclosed his ability to enforce the equitable division of marital property.”<sup>85</sup> As the trial court pointed out, “[h]ad [Johnson] found a \$400,000 home within the 18-month timeframe but had

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<sup>83</sup> *Hanson v. Hanson*, 379 N.W.2d 230, 232 (Minn. 1985).

<sup>84</sup> Trial Court Order at 6.

<sup>85</sup> A. Br. at 23.

[Brooks] refused to abide by her agreement to purchase such a home, [Johnson] could have then petitioned the Court to enforce the Decree."<sup>86</sup> Furthermore, Johnson "acknowledged his understanding of the terms of [the property-award provision] in the Decree and thus the possible outcomes if he failed to find a home in a timely manner, and he had ample opportunity to either fulfill his part of the agreement or ask the court to modify the agreement for good cause."<sup>87</sup> Johnson foreclosed his own ability to enforce the property award, because he did not fulfill his part of the agreement or timely move to modify it for good cause. We conclude that the trial court did not modify the terms of the original decree and did not err as a matter of law. Therefore, the trial court did not abuse its discretion.

In closing, we acknowledge the importance of fair and equitable property division under the Domestic Relations Code. An equally important principle, however, is the finality of property awards. Both parties benefit from knowing that the terms of a property-award provision will be duly enforced and generally may not be modified. Where, as here, a dissolution judgment and decree contain clear language that requires a party's performance within a fixed timeframe, we must adhere to that requirement. To do otherwise would burden parties in Brooks's position with unclear financial obligations for indefinite periods of time.


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<sup>86</sup> Trial Court Order at 6.

<sup>87</sup> *Id.* at 7.

IT THEREFORE IS ORDERED that the decision of the trial court is affirmed.

Dated: 10/17/2023

  
Henry M Buffalo Jr (Oct 17, 2023 09:13 CDT)

Chief Judge Henry M. Buffalo, Jr.

  
Terry Mason Moore (Oct 17, 2023 11:31 CDT)

*Pro Tem* Judge Terry Mason Moore