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**STATE OF MINNESOTA
IN COURT OF APPEALS
A07-291**

Barnabus Araya Yohannes,
Appellant,

vs.

Aster Marikos Habtesilassie,
Respondent.

**Filed January 4, 2008
Affirmed
Willis, Judge**

Ramsey County District Court
File No. C7-06-8769

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Considered and decided by Peterson, Presiding Judge; Willis, Judge; and Wright,
Judge.

UNPUBLISHED OPINION

WILLIS, Judge

Appellant challenges the district court's dismissal of his tort action against
respondent, arguing that the district court erred by concluding that a mutual-release
provision in the parties' marital-dissolution judgment bars appellant's tort claims.

Appellant also claims that the district court abused its discretion by sanctioning him. We affirm.

FACTS

This is an appeal from the district court's dismissal of a tort action brought by appellant Barnabas Yohannes (husband) against respondent Aster Habtesilassie (wife) in the fall of 2006. The parties have been in litigation with each other since 2005. Husband has filed two emergency orders for protection against wife, both of which were dismissed—one by the court, the other voluntarily. Additionally, wife instituted a contempt proceeding for husband's failure to comply with court orders. Husband also sued wife in conciliation court, seeking the return of items that allegedly belonged to him. And wife sought, and received, an order for protection against husband. Finally, husband filed for dissolution of his marriage to wife. An appeal from that action is also before this court.¹

Already admonished by the courts for abusing the judicial system in his earlier actions against wife, husband brought this suit against wife just more than a month after the dissolution became final, claiming defamation and other torts based on acts that allegedly occurred during 2005. In the dissolution action, the parties entered into a settlement that included a mutual-release provision. The district court here dismissed husband's tort action for failure to state a claim on which relief could be granted under Minn. R. Civ. P. 12.02(e) because the district court determined that the release bars any subsequent suits on causes of action that accrued before the dissolution became final.

¹ See *Yohannes v. Habtesilassie*, No. A07-99 (Minn. App. Jan. 4, 2008).

The district court also granted wife's motion to sanction husband for filing a lawsuit to harass wife. Husband appeals.

D E C I S I O N

I. The release is valid for purposes of this action and bars husband's tort claims.

Husband argues that the district court erred because the release in the dissolution judgment does not bar his tort claims against wife for two reasons: First, he argues that the mutual-release provision is invalid because his attorney made a mistake and husband did not consent to the release. Alternatively, husband argues that the district court erred because the release does not extend to his tort claims. We analyze husband's arguments in turn.

A. The mutual-release provision is valid.

Husband first challenges the validity of the mutual release, arguing that the provision "is invalid and is not binding in the present matter." Although husband devotes much of his briefing to this issue, it is not properly before us because his claim is an impermissible collateral attack on the dissolution judgment, which is the subject of a separate appeal before this court. Minnesota law does not permit a collateral attack on a judgment that is valid on its face. *Nw. Holding Co. v. Evanson*, 265 Minn. 562, 569, 122 N.W.2d 596, 601 (1963); *Nussbaumer v. Fetrow*, 556 N.W.2d 595, 599 (Minn. App. 1996), *review denied* (Minn. Feb. 26, 1997). A judgment that is alleged to be merely erroneous, or founded on irregularities in the proceedings not going to the jurisdiction of the court, is not subject to attack. *Sache v. Wallace*, 101 Minn. 169, 171, 112 N.W. 386, 387 (1907).

In the other pending appeal, A07-99, husband challenges the district court's denial of his petition to reopen the dissolution judgment. There, husband makes the same argument that he does here, namely, that the district court abused its discretion by refusing to reopen the judgment because, he claims, he did not agree to a mutual release of claims. Because husband cannot challenge the dissolution judgment here, any claim that the release is invalid is not before us. *See Nussbaumer*, 556 N.W.2d at 599.

B. The mutual-release provision extends to husband's tort claims.

Husband argues next that, even if it is valid, the mutual-release provision in the dissolution judgment does not bar his tort claims against wife, and, thus, the district court erred by granting wife's motion to dismiss those claims under Minn. R. Civ. P. 12.02(e) for failure to state a claim. The district court concluded that the release "is not limited to claims arising from the property settlement between the parties" and that husband's tort claims "are barred by the release provision"

We review de novo a district court's decision on a rule 12.02(e) motion. *Bodah v. Lakeville Motor Express, Inc.*, 663 N.W.2d 550, 553 (Minn. 2003). An appellate court must consider only the facts alleged in the complaint and evaluate whether the complaint, when accepting its allegations as true, sets forth a legally sufficient claim for relief. *Id.* Additionally, a release is a contract, and its interpretation is a question of law, which we review de novo. *See Turner v. Alpha Phi Sorority House*, 276 N.W.2d 63, 66 (Minn. 1979).

The parties' settlement in the marital dissolution includes a mutual release of claims, which provides:

Subject to the foregoing and subject to full compliance therewith, each of the parties does in all respects, manners and things release and fully discharge the other from any liability, claims or obligations of any kind or character, whether arising out of the marriage relationship or otherwise. This release and discharge specifically includes, but is not limited to the items of property originally claimed by [wife] in Court File #F5-05-300555, Aster Habtesilassie and Barnabas Araya Yohannes. The foregoing shall be deemed to constitute a full, final and complete property settlement between the parties.

Husband argues that the release “address[es] property issues and do[es] not cover other issues, including potential tort claims.” We disagree.

Unambiguous contract language must be given its plain meaning. *Minneapolis Hous. Auth. v. Lor*, 591 N.W.2d 700, 704 (Minn. 1999); *Pierce v. Grand Army of the Republic*, 224 Minn. 248, 253, 28 N.W.2d 637, 640 (1947) (“Where the terms of a contract are clear and unambiguous, there is no room for construction or interpretation.”). We conclude that the plain language of the release bars husband from bringing this action against wife. The mutual release unambiguously provides that “each of the parties does in all respects . . . release and fully discharge the other from any liability, claims or obligations of any kind or character, whether arising out of the marriage relationship or otherwise.” Husband claims that the final sentence (“[t]he foregoing shall be deemed to constitute a full, final and complete property settlement between the parties”) shows that the release applies only to property claims. We reject husband’s interpretation. We conclude that the word “foregoing” refers to the preceding sentence, which relates to specific items of property.

In support of his argument that a release in a marital dissolution cannot bar tort claims, husband relies on *G.A.W., III v. D.M.W.*, 596 N.W.2d 284 (Minn. App. 1999), *review denied* (Minn. Sept. 28, 1999). But unlike the release at issue here, the provision considered in *G.A.W., III* released the adverse party only “from further claims regarding child support, maintenance, and child custody issues.” *Id.* at 286.

Because the mutual-release provision in this case unambiguously releases the parties from all claims that existed at the time of the settlement of the dissolution, the district court did not err by dismissing husband’s tort claims against wife.

II. The district court did not abuse its discretion by sanctioning husband.

Husband also argues that the district court abused its discretion by imposing a \$2,500 sanction against husband for wife’s attorney fees under Minn. R. Civ. P. 11.02 and Minn. Stat. § 549.211 (2006). Husband claims that because his tort claims are not “objectively baseless,” the district court could not impose a sanction under the statute or the rule. We will not disturb a district court’s decision to impose a sanction unless the district court abused its discretion. *Gibson v. Coldwell Banker Burnet*, 659 N.W.2d 782, 787 (Minn. App. 2003).

Under Minn. Stat. § 549.211 and Minn. R. Civ. P. 11.02, the district court may impose a sanction if a party files suit for “any improper purpose,” such as to harass another party or to increase the cost of litigation. Both section 549.211 and rule 11 require the district court to make factual findings describing the improper conduct and explaining the basis for the sanction. Minn. Stat. § 549.211, subd. 5(c) (2006); Minn. R. Civ. P. 11.03(c).

Here, the district court found that husband filed this suit to harass wife, stating that this suit “appears to be calculated to harass [wife] and is without merit given the release provision contained in the divorce settlement agreement, the other determinations made in the Ramsey County Family Court, and the determinations made in the Order for Protection matters.” The record supports the district court’s findings. First, the provision unambiguously released all claims as a part of the dissolution settlement. Second, the record shows that husband has a history of filing claims against wife, one of which a referee described as containing allegations that were “all over the place” and indicated that husband was “playing a real bad game.” Finally, wife’s motion for a sanction was served on husband 21 days before it was filed with the district court, in accordance with the safe-harbor provision of rule 11.02. The district court did not abuse its discretion by sanctioning husband.

Affirmed.