

**IN THE COURT OF APPEALS OF IOWA**

No. 7-647 / 06-2035  
Filed October 12, 2007

**IN RE THE MARRIAGE OF JASON ANDREW RECHKEMMER  
AND BARBARA ANN RECHKEMMER**

**Upon the Petition of  
JASON ANDREW RECHKEMMER,**  
Petitioner-Appellee,

**And Concerning  
BARBARA ANN RECHKEMMER,**  
Respondent-Appellant.

---

Appeal from the Iowa District Court for Webster County, Joel E. Swanson,  
Judge.

Barbara Ann Rechkemmer appeals from the property division provisions  
of the parties' dissolution decree. **AFFIRMED.**

William H. Habhab, Fort Dodge, for appellant.

Dan T. McGrevey of McGrevey Law Office, Fort Dodge, for appellee.

Considered by Sackett, C.J., and Zimmer and Eisenhauer, JJ.

**ZIMMER, J.**

Barbara Ann Rechkemmer appeals from the property division provisions of the parties' dissolution decree. We affirm the judgment of the district court.

***I. Background Facts and Proceedings.***

Jason and Barbara Ann Rechkemmer were married in August 2002 after residing together for nearly three years. They adopted their son, Jesse, born in October 2002, soon after they were married. Jason filed a petition for dissolution of marriage in March 2006. The petition came before the court for trial in November 2006.

At the time of trial, Jason was thirty-two years old and in remission from non-Hodgkins lymphoma. He began working for Woodruff Construction in 1996 as a laborer while he attended Iowa State University. He obtained an engineering degree from Iowa State in 1998 and started working full-time for Woodruff. Shortly before the parties began living together in 1999, Jason purchased stock in Woodruff, which was incorporated as an S-corporation, for \$10,000. Woodruff became a limited liability corporation in 2002. The shares Jason purchased were "then bought out" and he "re-enlisted that money into the LLC as a member." He receives yearly dividends from Woodruff, and his income in 2005 was \$67,915.96. He also has a 401(k) plan through Woodruff, which he began contributing to in 1998.

Barbara was forty-five years old, in good health, and employed as a medical transcriptionist at the time of the trial. She has a vocational degree from a medical assistant program at a community college and has been employed as

a transcriptionist for approximately fifteen years. She works from home so she is able to provide care for their child. She earned \$28,833.99 in 2005.

In a decree entered in November 2006, the district court adopted the parties' stipulation regarding shared physical care of their minor child. The court also divided the parties' assets and debts. The court awarded Jason his entire interest in Woodruff, valued at \$48,875 at the time of the trial, and awarded Barbara twenty-five percent of Jason's retirement account, which had a total value of \$31,655 at the time of the trial. The court determined she was not entitled to an award of spousal support.

Barbara appeals. She claims the district court erred in (1) failing to award her one-half of Jason's 401(k) account; (2) failing to award her one-half of Jason's interest in Woodruff and one-half of the dividend accrued in 2006; and (3) failing to award her rehabilitative spousal support.

## ***II. Scope and Standards of Review.***

Our scope of review is de novo. Iowa R. App. P. 6.4. 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). "Precedent is of little value as our determination must depend on the facts of the particular case." *In re Marriage of Fennelly*, 737 N.W.2d 97, 100 (Iowa 2007) (citation omitted).

## ***III. Merits.***

In allocating the parties' assets and debts, the court strives to make a division that is fair and equitable under the circumstances. *In re Marriage of*

*Russell*, 473 N.W.2d 244, 246 (Iowa Ct. App. 1991). Iowa courts do not require an equal division or percentage distribution; rather, the decisive factor is what is fair and equitable in each particular case. *Id.* In determining what division would be equitable, courts are guided by the criteria set forth in Iowa Code section 598.21(5) (Supp. 2005). *In re Marriage of Goodwin*, 606 N.W.2d 315, 319 (Iowa 2000). However, before making an equitable distribution of the parties' property, the court must first determine the property subject to division. *Fennelly*, 737 N.W.2d at 102.

Section 598.21(5) requires "all property, except inherited property or gifts received by one party," to be equitably divided between the parties. "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). The "property brought to the marriage by each party" is a factor to be considered under section 598.21(5) in making an equitable distribution. Iowa Code § 598.21(5)(b). The purpose of section 598.21(5)(b) "in many instances, is to prevent a spouse from being given an interest in property for which he or she made no contribution to acquiring." *In re Marriage of Miller*, 452 N.W.2d 622, 624 (Iowa Ct. App. 1989).

Barbara claims the district court's property division was inequitable because she was not awarded one-half of Jason's 401(k) account and interest in Woodruff. She argues she is entitled to an equal distribution of these premarital assets due to her "significant contribution to the family, both financially and

emotionally,” from the time the parties began living together. She further argues she is entitled to an equal share “given the disparity in the parties’ earning potential and ability to build a retirement account.”

In addition to the statutory factors listed in section 598.21(5), which include the age, earning capacity, and economic circumstances of the parties, we give “special emphasis” to several other factors “when determining an equitable division of property owned prior to the marriage and appreciated during the marriage.” *In re Marriage of Grady-Woods*, 577 N.W.2d 851, 852-53 (Iowa Ct. App. 1998). We initially consider the “tangible contributions of each party” to the marital relationship, which “prevents entitlement to appreciated property due to the mere existence of the relationship.” *Id.* at 853. We next look at “whether the appreciation of the property is attributed to fortuitous circumstances or the efforts of the parties.” *Id.*; *but see Fennelly*, 737 N.W.2d at 104 (stating it is not appropriate to emphasize how each asset appreciated where the parties have been married for nearly fifteen years). Finally, we look at the length of the marriage, which is a “*major factor* in determining the respective rights of the parties” when dividing premarital assets. *In re Marriage of Hass*, 538 N.W.2d 889, 892 (Iowa Ct. App. 1995). “If the marriage lasts only a short time, the claim of either party to the property owned by the other prior to the marriage . . . is minimal at best.” *Id.*

This was a brief marriage.<sup>1</sup> During the short span of the parties' relationship, Barbara made tangible contributions to the marriage, which included contributing her full salary to the marital relationship, taking care of Jason when he was ill with cancer, and working from home in order to care for the parties' child. See *Fennelly*, 737 N.W.2d at 104 (noting many contributions are often "incapable of calculation, such as love, support, and companionship"). The district court recognized these contributions and the disparity in the parties' ages and earning capacities in awarding Barbara one-quarter of Jason's retirement account. We find this was equitable given the particular circumstances of this case.

However, despite Barbara's above-described contributions to the marital relationship, we do not believe she is entitled to a portion of Jason's interest in Woodruff. Jason purchased his interest in Woodruff with his savings and proceeds from a loan shortly before the parties began living together and several years before they married. He did not contribute any additional money towards his investment in Woodruff while the parties were married. It is reasonable to assume the appreciation of the Woodruff stock was due in part to Jason's own hard work and efforts as an employee of the company.

Where the accumulated property is not the product of the joint efforts of both parties, or where, as here, one party brings property into the marriage, there need not necessarily be a division. This is especially true where the marriage was of short duration.

---

<sup>1</sup> We reject Barbara's attempt to lengthen the parties' marriage and strengthen her claim to Jason's premarital assets by asking us to consider the three years the parties lived together before they were married. Iowa Code section 598.21(5)(a) directs the court to consider the "length of the *marriage*," not the length of time the parties have resided together. (Emphasis added.)

*In re Marriage of Lattig*, 318 N.W.2d 811, 815 (Iowa Ct. App. 1982). We therefore find it was equitable for the district court to award Jason his entire interest in Woodruff, especially considering the short time the parties were married. See *Hass*, 538 N.W.2d at 892 (finding a spouse was not entitled to any division of the increased value in the other spouse's retirement account during the parties' three-year marriage). We further find the district court did not err in declining to award Barbara one-half of Jason's anticipated 2006 dividend from Woodruff. See *In re Marriage of Sullins*, 715 N.W.2d 242, 247 (Iowa 2006) (stating "all property of the marriage that exists *at the time of the divorce*" is subject to distribution) (emphasis added); *Schriner*, 695 N.W.2d at 498 (recognizing future earnings of a spouse from employment are not considered to be property at the time of the divorce).

Lastly, we reject Barbara's argument that she was entitled to an award of rehabilitative spousal support. An award of spousal support is a discretionary award, dependent upon factors such as the length of the marriage, each party's age and earning capacity, the ability of the spouse seeking support to become self-sufficient, and the relative need for support. Iowa Code § 598.21A; *In re Marriage of Olson*, 705 N.W.2d 312, 315 (Iowa 2005). Rehabilitative spousal support is "a way of supporting an economically dependent spouse through a limited period of re-education or retraining following divorce, thereby creating incentive and opportunity for that spouse to become self-supporting." *In re Marriage of Olson*, 705 N.W.2d at 316 (citation omitted). Barbara has been employed as a medical transcriptionist for fifteen years. She maintained full-time

employment in that field throughout the parties' short four-year marriage and earned approximately \$25,000 to \$30,000 per year. In light of the foregoing, we find the district court correctly rejected Barbara's request for rehabilitative spousal support.

***IV. Conclusion.***

Upon our de novo review, we find the district court's division of premarital assets was equitable given the short time the parties were married. We further find the court did not err in refusing to divide Jason's anticipated dividend from 2006. Finally, we find Barbara was not entitled to an award of spousal support. The judgment of the district court is accordingly affirmed.

**AFFIRMED.**