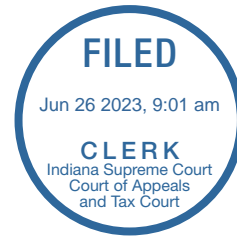


## MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.



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ATTORNEY FOR APPELLANT

William J. Stevens  
Bridgman, Michigan

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## IN THE COURT OF APPEALS OF INDIANA

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Jeffrey L. Schnabel,

*Appellant,*

v.

Janmarie Schnabel,

*Appellee.*

June 26, 2023

Court of Appeals Case No.  
22A-DC-3082

Appeal from the St. Joseph Circuit  
Court

The Honorable William L. Wilson,  
Special Judge

Trial Court Cause No.  
71C01-1811-DC-980

**Memorandum Decision by Judge Brown**  
Judge Crone and Senior Judge Robb concur.

**Brown, Judge.**

[1] Jeffrey L. Schnabel (“Husband”) appeals the trial court’s Memorandum and Order Regarding Outstanding Issues following the decree of dissolution. We affirm in part, reverse in part, and remand.

### ***Facts and Procedural History***

[2] Husband and Janmarie Schnabel (“Wife”) were married in 1998 and have three children. In November 2018, Wife filed a petition for dissolution. On August 31, 2020, the court entered a decree dissolving the parties’ marriage. The court found the value of the marital assets and debts, determined that Husband should receive 55% of the marital estate, and assigned and divided the various assets and debts.<sup>1</sup> The court ordered that Husband should have, among other assets, a condominium unit in Michigan, 72% of a Fidelity retirement account,<sup>2</sup> \$69,000 from a savings account at Mutual Bank, and \$25,000 from a checking account at Mutual Bank. The court set aside certain Janus Henderson accounts, did not include their value in the net marital estate to be distributed to the parties, and ordered Wife to maintain the Janus Henderson accounts in trust for the post-secondary education of the children.

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<sup>1</sup> The listed assets included a Fidelity retirement account valued at \$812,602, Mutual Bank Savings of \$98,190, Mutual Bank Checking of \$37,888, and “Echelon Properties” valued at \$20,000. Appellant’s Appendix Volume II at 39. The listed assets also included property in Indiana and Michigan, vehicles, jewelry, and vintage vehicles/parts, and the listed debts included several loans and credit card balances as well as “Maternal Grandmother (1/2 condo) \$75,000.00.” *Id.*

<sup>2</sup> The court also ordered that, if necessary to divide the Fidelity account, counsel for the parties should coordinate the preparation of a qualified domestic relations order within forty-five days.

- [3] On January 22, 2021, the court issued an order stating that all transfers of property ordered in the decree should be completed within ten days and that Wife should ensure Husband was paid \$20,000 within five days. On April 20, 2021, the court issued an order directing Husband to transfer the amount in his Janus Henderson accounts to Wife and to provide his account statements from the date of the dissolution petition within thirty days. On June 3, 2021, Wife filed an affidavit in support of rule to show cause stating that Husband had produced no statements from the Janus Henderson accounts.
- [4] On June 28, 2021, the court issued an order on rule to show cause which found that Husband did not produce the statements described in its April 20, 2021 order, found him in contempt, and ordered that he pay \$500 in attorney fees, that he produce the documents by July 2, 2021, and that, “[f]or each business day that any document has not been delivered by the deadline, [Husband] shall be required to pay \$200 to [Wife].” Appellant’s Appendix Volume II at 52.
- [5] On July 2, 2021, Husband filed a Motion to Extend Deadline stating that he had provided five statements for the Janus Henderson accounts,<sup>3</sup> “no withdrawals were made prior to the 3/31/2020 statement,” he would provide the June 30, 2021 statement once he received it, and “[i]mmediately subsequent to the last hearing [he] contacted Janus and asked them to send him all of the

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<sup>3</sup> The motion referred to “the 12/31/2018, 3/31/2020, 6/30/2020, 12/31/20 and 3/31/2021 statements.” Appellant’s Appendix Volume II at 53.

statements and they are doing that but it will take a week or so to arrive.”<sup>4</sup> *Id.* at 53. On July 23, 2021, Wife filed a motion for rule to show cause stating Husband had not transferred the Janus Henderson accounts to her or provided account statements. An entry dated October 11, 2021, in the chronological case summary (“CCS”) indicates the court held a video conference and that the parties were to file written arguments by October 29, 2021. In her submission, Wife stated that Husband provided no documentation for the Janus Henderson accounts for the calendar year of 2019, the decree granted Husband a total of \$94,000 in cash from the Mutual Bank accounts, and she had paid him \$30,000 in cash. In his written submission, Husband stated that he was awarded 72% of Wife’s Fidelity retirement account and the qualified domestic relations order (“QDRO”) prepared by Wife’s counsel had not been filed with the court or processed through Fidelity. He also stated the court awarded him a total of \$94,000 from the Mutual Bank accounts and Wife had made a payment of \$20,000 to him. He further stated that his counsel had provided Wife’s counsel with the Janus Henderson statements.

[6] On November 17, 2021, the court issued an order on pending issues. With respect to the Janus Henderson accounts, the court stated that it did not understand why Husband failed to comply with the January 22 and April 20, 2021 orders and that Husband stated at the most recent hearing that he had withdrawn money from the accounts to use toward acquiring his former

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<sup>4</sup> Husband’s brief does not indicate whether the court ruled on this motion.

mother-in-law's interest in a condominium. The court ordered that Husband be incarcerated for 150 days and that he may purge himself of contempt by completing and delivering to Wife's counsel all documents necessary to transfer the Janus Henderson accounts, along with any accounts holding funds that originated in the Janus Henderson accounts, to Wife and by providing all statements covered by the prior order to Wife's counsel.

[7] On November 22, 2021, Husband filed a Motion to Purge Contempt stating that, on that day, he transferred the Janus Henderson accounts to Wife and sent the account statements from "2018 onward" to her counsel. *Id.* at 65. A "Signature Guaranteed Letter of Instruction" signed by Husband requesting that the entire balances in his accounts be transferred to Wife and account statements were attached to the motion. *Id.* at 66. On November 25, 2021, Husband filed a Second Motion to Purge Contempt stating that Janus Henderson reported to him on November 24, 2021, that it was processing his transfer as requested. He further stated that he had made withdrawals from the funds to purchase Rosemarie Keane's interest in his Michigan residence and to pay condominium assessments, mortgage payments, and living expenses, that he had refinanced the condominium and directed the lender to send \$100,000 to the Janus Henderson accounts at the loan closing on December 1, 2021, and that the withdrawn funds were not transferred to another investment account.

[8] On December 1, 2021, the court issued an order stating "it appears [Husband] has accomplished much of what he was ordered to do" and "may have fully complied with the order to provide documentation and transfer the Janus

Henderson accounts” to Wife, found that it was “appropriate to stay execution of the previously ordered sentence,” and stated that, if Wife did not detail the reasons why Husband had not fully complied by December 20, 2021, it would conclude that she had no objection to Husband’s motion. *Id.* at 116. Wife filed an objection on December 16, 2021, stating she believed Husband still had accounts holding funds that originated in the Janus Henderson accounts.

Husband filed a reply stating: “Wife imagines that [he] has another investment account. She is wrong. There is no other account.” *Id.* at 118. On April 27, 2022, the court issued a rule to show cause, on Husband’s petition, stating “Wife paid Husband \$20,000 of the interest on the Mutual Bank funds” and ordering Wife to file a response showing any justification she had for not transferring 72% of the Fidelity account to Husband and not paying the Mutual Bank funds to Husband. *Id.* at 120.

[9] A June 2, 2022 CCS entry indicates a hearing was held and states Husband’s counsel “is to file a written explanation of payments and transactions.” *Id.* at 27. On June 21, 2022, Husband filed an accounting stating that he had previously supplied the court with evidence of the activity in the Janus Henderson accounts and the transfer of the funds to Wife and that the receipts for the transactions were part of the record. On July 18, 2022, the court issued an order stating that Husband’s accounting should show a starting balance, moneys flowing in and out, and an ending balance.

[10] On July 27, 2022, Husband filed an accounting indicating he had withdrawn \$105,000 from the Janus Henderson accounts in September 2021 and made

school payments from the accounts.<sup>5</sup> It further indicated Husband made deposits to the accounts in December 2021 which totaled \$100,000.<sup>6</sup>

[11] On September 28, 2022, the court held a hearing. Husband testified he had two accounts with Janus Henderson, “a Roth and . . . a traditional,” and he withdrew \$105,000 from the accounts. Transcript Volume II at 8. He testified “I took out a mortgage on the property and paid the money back for the money that was used to secure my home.” *Id.* at 9. When asked “the proceeds from that mortgage were used to restore the money that had been withdrawn from the Janus account; is that correct,” he testified: “Yes, that and to pay the taxes, the tax liability that’s going from a traditional IRA and the growth on the Roth, that’s all taxable and penalties. So that’s what that paid for in addition.” *Id.* at 10. When asked “most of the taxes and penalties at this point remain unpaid,”

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<sup>5</sup> The accounting provided in part:

Market value 3rd Quarter 2020	\$238,328.31
Withdrawal see statement ending 9/30/2021	-\$105,000.00
allocated as follows	
Rosemarie Keane for interest in Michigan condo	70,000.00
Rosemarie Keane down payment for condo	5,000.00
Attorney’s fees Stevens	3,000.00
Attorney’s fees Grant Canfield	2,000.00
Tax liability for withdrawing from IRA	5,000.00
Condo exp; attorneys fees to Zappia, Majewski	15,000.00

Appellant’s Appendix Volume II at 131.

<sup>6</sup> The accounting stated:

Payment from [Husband] to Janus Henderson via River Valley Title mortgage on condo 12/1/2021	\$53,796.96
Refinance Summary filed with this accounting	\$46,203.04

Appellant’s Appendix Volume II at 131. A “Refinance Summary” attached to the accounting reflects payments of \$53,796.96 and \$46,203.04 to Janus Henderson. *Id.* at 134. The accounting also stated the Janus Henderson funds transferred to Wife totaled \$143,108.46.

he answered “[p]artial are paid and partial are owed” and “I think she put the breakdown as like 15 and 12, . . . my tax person.” *Id.* at 11. The court stated “there was a withdrawal of \$105,000 from the account . . . then I see that the two figures relating to the mortgage that was taken to repay the account . . . comes up to \$100,000 so there’s \$5,000 that I’m not seeing,” and Husband replied: “It’s in the tax liability, attorney fees that I paid to Grant, \$2500.” *Id.* On cross-examination, when asked about penalties associated with his withdrawal, Husband stated “I don’t have any penalties or fines for removing 105 to save my home” and “[t]hat was done COVID relief [sic] and it was no penalty, no taxes.” *Id.* at 12-13. When later asked about his tax liability and penalties, he stated “[i]t’s 27,000 and some change.” *Id.* at 20. The court admitted a letter from Janus Henderson to Husband listing transfers which totaled \$143,108.46 from Husband’s accounts on November 24 and December 2, 2021.

[12] Wife testified that she paid Husband \$20,000 following a court order in January. She indicated that she gave Husband an additional check for \$10,000 in September 2020 and thus that she had paid cash to Husband of \$30,000 since the dissolution decree. On cross-examination, when asked whether the \$10,000 check was for funeral expenses, Wife replied: “Yeah, I didn’t see the bill. But yeah, his mom passed and he needed money, and I wrote a check immediately for him.” *Id.* at 44. When asked if the source of the \$10,000 was from the sale of an investment, Wife testified: “No. The source of the funds was in my checking account from my paychecks, et cetera. So no. He didn’t say I have



Echalon money, can you write a check, because then he would have asked for more money. If he's saying \$14,000, then why would I only write ten. That was never discussed or said." *Id.* at 46.

[13] Husband was recalled and testified that he, his mother, and Wife were involved in an investment in an apartment community "through Echalon," his mother had her own funds in the investment, his mother received a check for \$14,000 when there was a sale of an interest in the property, and the funds were placed in the parties' joint account where it stayed until Wife moved all the money to her own account. *Id.* at 55. He testified that, when his mother passed away, he asked for his mother's funds to pay the funeral home and he was given a check for \$10,000. He indicated that he did not consider his mother's funds to be a part of the marital property.

[14] On November 28, 2022, the court issued a Memorandum and Order Regarding Outstanding Issues. The court stated that the funds in the Janus Henderson accounts had been earmarked for the children's college education costs and found that Husband did not transfer the funds to Wife as ordered and, instead, withdrew funds from the accounts to use for other purposes and later deposited funds back into the accounts. The order states in part:

[Husband] withdrew \$105,000 that he acknowledges were [sic] used for the following purposes. He paid \$70,000 to his former mother-in-law to buy out her interest in a condominium he owned jointly with her. He used another \$5,000 as a down payment on that purchase. He paid \$3,000 to his current attorney, and he paid \$2,000 to [Wife's]

attorney. [Husband] incurred a tax liability of \$5,000. Finally, [Husband] paid \$15,000 to his former attorneys. . . .

The evidence shows that [Husband] made two deposits totaling \$100,000 into the Janus Henderson funds. He has not deposited the remaining \$5,000. In addition, he chose to make the withdrawals for non-education purposes, so any tax liability is on [Husband's] shoulders. Thus, he owes \$10,000.

Appellant's Appendix Volume II at 31-32. The court set forth a calculation determining the amount Husband owed Wife due to the fact that he did not transfer the Janus Henderson funds to her when ordered pursuant to the dissolution decree and found that Husband "transferred \$13,785.81 less than he should have."<sup>7</sup> *Id.*

[15] Further, the court noted it had ordered Wife to transfer \$94,000 to Husband and found: "There is no dispute that [Wife] has already transferred \$30,000 to

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<sup>7</sup> The calculation incorporated the \$10,000 amount which the court found was "still owed" by Husband. Specifically, the order provided:

Starting Balance:	\$238,328.31
Withdrawal (condo, atty. fees, etc.)	(\$105,000.00)
Payments to Notre Dame	(\$140,000.00)
Earnings/growth	\$25,407.96
Remaining Balance:	\$18,736.27
Refund from Notre Dame	\$28,158.00
Payment from [Husband]	\$100,000.00
Final Balance:	\$146,894.27
Still owed by [Husband]	\$10,000
<b>Total to be transferred to [Wife]</b>	<b>\$156,894.27</b>

The evidence also shows that [Husband] transferred \$143,108.46 to [Wife's] accounts. This means that [Husband] transferred \$13,785.81 less than he should have.

Appellant's Appendix Volume II at 32.

him, leaving a balance of \$64,000. The Court finds it is appropriate to deduct the \$13,785.81 from the amount owed, meaning that [Wife] still owes \$50,214.19 to [Husband].” *Id.* at 33. As to contempt, the court found:

On April 20, 2021, the Court ordered [Husband] to produce certain documents, and that he would be fined \$200 per business day (payable to Wife) from July 2, 2021, until they were produced. As of the date of the hearing, September 28, 2022, [Wife] calculates the amount owed to her to be \$64,800.

There is one problem, however. The Court previously made a finding that [Husband] was in civil contempt because he failed to produce the documents in question. The purpose of civil contempt is to coerce a party’s compliance with court orders. The purpose is not to create a windfall for a party to the case. Thus, after further consideration, the Court realizes that the April 20, 2021, order should have made the daily penalties payable to the Clerk of the Court, not [Wife].

Therefore, judgment shall be entered against [Husband] and in favor of the Clerk of St. Joseph County, Indiana, in the amount of \$64,800. The Court finds based on the documents filed as evidence by [Husband], as of the date of the hearing, [Husband] had produced sufficient documents to persuade the Court that nothing was left out.

*Id.* The order also stated Wife shall pay the amount she owed Husband “via a QDRO or transfer from one IRA to another IRA.” *Id.* at 34.

### ***Discussion***

[16] When a trial court has made findings of fact, we apply the following standard of review: whether the evidence supports the findings of fact, and whether the findings of fact support the conclusions. *Yanoff v. Muncy*, 688 N.E.2d 1259,

1262 (Ind. 1997). Findings will be set aside if they are clearly erroneous. *Id.* Findings are clearly erroneous only when the record contains no facts to support them either directly or by inference. *Id.*

[17] Husband presents arguments related to Wife’s payments, the Janus Henderson accounts, and sanctions. Wife has not filed an appellee’s brief, and we need not undertake the burden of developing arguments for her. *See Meisberger v. Bishop*, 15 N.E.3d 653, 656 (Ind. Ct. App. 2014). We apply a less stringent standard of review and reverse if Husband establishes *prima facie* error. *See id.* *Prima facie* is defined as “at first sight, on first appearance, or on the face of it.” *Graziani v. D & R Const.*, 39 N.E.3d 688, 690 (Ind. Ct. App. 2015). This rule was established so that we might be relieved of the burden of controverting the arguments advanced in favor of reversal where that burden properly rests with the appellee. *Wright v. Wright*, 782 N.E.2d 363, 366 (Ind. Ct. App. 2002).

A. *Wife’s Payment*

[18] The trial court, in the dissolution decree, ordered that “Husband shall have . . . \$69,000 from the Mutual Bank Savings” and “\$25,000 from the Mutual Bank Checking.” Appellant’s Appendix Volume II at 41. In its November 28, 2022 order regarding outstanding issues, the court found: “To achieve the fair and reasonable division of the marital estate, the Court ordered that [Wife] was to transfer \$94,000 to [Husband]. There is no dispute that [Wife] has already transferred \$30,000 to him, leaving a balance of \$64,000.” *Id.* at 33.

[19] Husband asserts that “Ten Thousand of the \$30,000 was part of \$14,000 which [Wife] had been holding for [Husband’s] mother.” Appellant’s Brief at 15. He argues that, “[w]hen the Echelon Properties or Evergreen Apartments were sold [his] mother realized \$14,000,” those funds were placed in Wife’s account, and “[t]he \$10,000 was the return of his mother’s funds not payment toward the Mutual Bank obligation.” *Id.* at 15-16.

[20] The record reveals that, while Husband testified that his mother received money when there was a sale of a real estate investment and the \$10,000 he received from Wife belonged to his mother and was not part of the marital property, Wife testified that she had paid cash to Husband of \$30,000 since the dissolution decree, which included a check for \$10,000 she had written when Husband’s mother passed, Husband needed the money for the funeral, and “[t]he source of the funds was [her] checking account from [her] paychecks” and not the sale of an investment. Transcript Volume II at 46. In finding that Wife had paid \$30,000 toward satisfaction of her obligation to transfer \$94,000 of the Mutual Bank funds to Husband, the court determined that the \$10,000 payment came from Wife’s funds and rejected Husband’s assertion that the money had belonged to his mother. We cannot say the record contains no facts supporting the court’s determination. Reversal on this basis is not warranted.

B. *Janus Henderson Accounts*

[21] The trial court found that Husband withdrew \$105,000 from the Janus Henderson accounts and that the withdrawn funds were used for certain

purposes, including “a tax liability of \$5,000.” Appellant’s Appendix Volume II at 31. The court found: “The evidence shows [Husband] made two deposits totaling \$100,000 into the Janus Henderson funds. He has not deposited the remaining \$5,000. In addition, he chose to make the withdrawals for non-education purposes, so any tax liability is on [his] shoulders. Thus, he owes \$10,000.” *Id.* at 32.

[22] Husband states “The withdrawal of \$105,000, part of which came from [his] Janus retirement account incurred no tax liability. The withdrawals to pay the Notre Dame tuition and expenses, however, resulted in a tax liability of \$27,008.30. The tax liability should be paid by the trust rather than [Husband].” Appellant’s Brief at 18 (citations to record omitted).

[23] The accounting filed by Husband on July 27, 2022, indicated he made a withdrawal from the Janus Henderson funds of \$105,000 and referred to a “statement ending 9/30/2021.” Appellant’s Appendix Volume II at 131. A Janus Henderson statement for the period ending September 30, 2021, indicates there had been a withdrawal of \$105,000. The accounting also indicated that Husband made two payments to Janus Henderson which totaled \$100,000 on December 1, 2021, when he refinanced his condominium. A Refinance Summary with respect to the Michigan condominium reflects the two payments to Janus Henderson. The court’s findings that Husband withdrew \$105,000 from the accounts, returned only \$100,000 to the accounts, and thus still owed \$5,000 are not clearly erroneous.

[24] We reach a different conclusion with respect to the finding that Husband “chose to make the withdrawals for non-education purposes” and “[t]hus, he owes \$10,000.” *Id.* at 32. Husband may have incurred a tax liability of an amount greater than \$5,000 due to the withdrawal of the \$105,000 from the Janus Henderson accounts or his use of the funds, but presumably he was responsible for any such liability, and Wife has not filed a brief to point to evidence that any tax liability incurred by Husband due to the withdrawal was paid by her or that amounts in addition to the \$105,000 were withdrawn from the accounts to satisfy any such tax liability. We remand for an amended order which reflects that Husband still owes \$5,000, not \$10,000, due to his withdrawal of the \$105,000 and for recalculation of the amount Wife owes Husband. We note that, as the court stated in its order, “any tax liability is on [Husband’s] shoulders.” *Id.*

### C. QDRO

[25] Husband further challenges the trial court’s order that Wife shall pay the remaining amount she owes him “via a QDRO or transfer from one IRA to another IRA.” Appellant’s Brief at 21 (citing Appellant’s Appendix Volume II at 34). He argues that “[a] QDRO has a special function” and “[i]n 1984 ERISA was amended to create a statutory exemption to permit divorce courts to divide pensions by ordering a pension administrator to pay an alternate payee.” *Id.* at 22 (citing *Hogle v Hogle*, 732 NE 2d 1278, 1279 (Ind. Ct. App. 2000), *reh’g denied, trans. denied*). He states that, “[s]ince no pension is being

divided and [he] is not an alternate payee, a QDRO is completely inappropriate.” *Id.*

[26] The dissolution decree provided that Husband shall have \$94,000 of the funds at Mutual Bank, did not find that the Mutual Bank funds were held in a retirement account or plan, and did not provide that a QDRO may be necessary to divide the funds at Mutual Bank.<sup>8</sup> It is clear the dissolution decree contemplated that \$94,000 of the Mutual Bank funds would be transferred to Husband as a cash payment. On remand, the court is to require Wife to make a cash transfer to Husband of the amount she still owes him with respect to the Mutual Bank funds.

D. *Sanction*

[27] Husband argues that he purged himself of contempt and there was no basis for the sanction. The main objective of a civil contempt matter is to coerce action for the benefit of the aggrieved party, not to punish the contemtor. *Deckard v. Deckard*, 841 N.E.2d 194, 203 (Ind. Ct. App. 2006) (citation omitted). A rule to show cause must specify a time and place at which the defendant is required to show cause why the defendant should not be attached and punished for such contempt, Ind. Code § 34-47-3-5(b)(3), and the court shall, on proper showing, extend the time provided under subsection (b)(3) to give the defendant a

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<sup>8</sup> The decree provided that Husband shall have 72% of the funds in the Fidelity retirement account and that a QDRO may be utilized if necessary to divide the Fidelity funds, but it made no such similar provision for the funds at Mutual Bank.



reasonable and just opportunity to be purged of the contempt. Ind. Code § 34-47-3-5(c).

[28] The record reveals the trial court issued an order on April 20, 2021, directing Husband to transfer the Janus Henderson accounts to Wife and to provide account statements, and an order on June 28, 2021, finding Husband had not produced account statements and ordering that he produce the documents by July 2, 2021, and that, “[f]or each business day that any document has not been delivered by the deadline, [Husband] shall be required to pay \$200.” Appellant’s Appendix Volume II at 52. While Husband states that he requested an extension of the July 2, 2021 deadline, the record does not reveal that the court granted the request. In its November 17, 2021 order, the court found Husband in contempt, ordered his incarceration, and provided he may purge himself by completing and delivering all documents to transfer the Janus Henderson accounts to Wife and providing all account statements required by the prior order. Husband filed a motion to purge on November 22, 2021, stating that, on that day, he transferred the Janus Henderson accounts to Wife and the account statements were sent to her counsel and were attached to the motion. Husband attached his letter of instruction requesting the transfer of the funds to his motion. Husband filed a second motion to purge on November 25, 2021, stating that Janus Henderson reported to him on November 24, 2021, that it was processing his transfer as requested. On December 1, 2021, the court issued an order stating Husband “may have fully complied with the order to provide documentation and transfer the Janus Henderson accounts” to Wife

and that, if Wife did not detail the reasons why she believed Husband had not fully complied by December 20, 2021, it would conclude that she had no objection. *Id.* at 116. While Wife filed an objection on December 16, 2021, stating she believed Husband still had accounts holding funds which originated in the Janus Henderson accounts, she did not present evidence of any such accounts, and Husband filed a reply stating there was no such other account. Husband's accounting indicated that he made two payments to Janus Henderson which totaled \$100,000 on December 1, 2021. At the September 28, 2022 hearing, the court admitted a letter from Janus Henderson which indicated that four transfers were made from Husband's accounts which totaled \$143,108.46.<sup>9</sup> The letter indicated that two of the transfers which totaled \$41,683.94 occurred on November 24, 2021, and that the other two transfers which totaled \$101,424.52 occurred on December 2, 2021. We conclude the trial court erred in imposing monetary sanctions attributable to the period after November 22, 2021, which was the date of Husband's compliance with the court's order to produce the relevant statements and other documents. Accordingly, we remand for recalculation of the total monetary sanction owed by Husband attributable to the period of July 2, 2021, to November 22, 2021.

[29] For the foregoing reasons, we affirm in part, reverse in part, and remand for entry of an amended order consistent with this opinion.

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<sup>9</sup> Husband's accounting provided, and the trial court found, that Husband transferred \$143,108.46 to Wife.

[30] Affirmed in part, reversed in part, and remanded.

Crone, J., and Robb, Sr.J., concur.