

SUPREME COURT OF IOWA

In re the Marriage of Johnathon Sprague and Lanora Sprague

No. 24-1015 (Iowa Apr. 3, 2026) · No. 24-1015 · Decided April 3, 2026

SUMMARY

The Iowa Supreme Court vacated the court of appeals decision and affirmed the district court’s order enforcing a settlement agreement in a dissolution-modification proceeding. The court held that the appellant failed to provide an adequate record of the unreported hearing, preventing review of the district court’s factual findings. The court also awarded the appellee \$2,678 in appellate attorney fees, while a dissent argued that the matter should have been treated as a summary-enforcement proceeding requiring remand for trial on disputed facts.

CASE DETAILS

COURT	Supreme Court of Iowa
WRITING FOR THE COURT	Christensen, C.J.; Oxley, J.
JURISDICTION	Iowa Supreme Court
DECIDED	April 3, 2026
DOCKET	24-1015
DISPOSITION	other
PROCEDURAL POSTURE	Johnathon Sprague appealed the Iowa District Court's order enforcing the parties' settlement agreement in a custody-modification proceeding. The Iowa Court of Appeals reversed and remanded for an ancillary trial concerning whether the parties had reached a settlement and its terms. The Supreme Court of Iowa granted further review.
STANDARD OF REVIEW	The district court's factual findings following a bench-trial-type hearing are binding on appeal if supported by substantial evidence. An appellant bears responsibility for providing a record affirmatively disclosing the alleged error; absent a sufficient record, the appellate court will not speculate and will affirm unless the ruling is fundamentally erroneous on its face.
PRECEDENTIAL VALUE	Published opinion; precedential
PARTIES	Johnathon Sprague v. Lanora Sprague

TOPICS

family law procedure

dissolution of marriage

contract interpretation

appellate procedure

preservation of error

PRACTICE AREAS

family law

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civil procedure

QUESTIONS PRESENTED

1. Whether the district court's hearing on Lanora's motion to enforce the settlement was properly treated as a bench-trial-type proceeding rather than as summary judgment.
2. Whether Johnathon established reversible error when he failed to provide a record of the unreported hearing at which the settlement was enforced.
3. Whether Lanora was entitled to appellate attorney fees.

HOLDINGS

1. On the limited record, the district court's hearing on the motion to enforce functioned and appeared in form as a bench trial, with the district court acting as factfinder, rather than as a summary-judgment proceeding.
2. An appellant who fails to provide a record of a district-court proceeding necessary to resolve the appeal cannot establish reversible error based on matters that occurred during that proceeding, and the district court's ruling must be affirmed so long as it is not fundamentally erroneous on its face.
3. The Supreme Court could not conclude that the district court erred in granting Lanora's motion to enforce the settlement, and therefore affirmed the district court's enforcement order.
4. Lanora was entitled to \$2,678 in appellate attorney fees because she prevailed and was required to defend the district court's ruling in an appeal that could not be examined on the merits due to Johnathon's failure to provide the necessary record.

KEY QUOTATIONS

“The appellant’s failure to do that here is fatal to his claim that the district court erred in granting the appellee’s motion to enforce the parties’ settlement.” (at 2)

“So, in function—and in form—the district court’s hearing on the motion to enforce the settlement was a bench trial.” (at 6)

“Regardless of what the parties claim occurred in their appellate briefs, we “will not consider facts for which there is no record support.”” (at 8)

FACTUAL BACKGROUND

Johnathon and Lanora Sprague divorced in 2017 after having three children, and their dissolution decree incorporated a stipulation providing for joint legal custody and joint physical care. During a 2023 trial on Lanora's petition to modify custody and physical care, the parties believed they reached a verbal settlement but

did not reduce it to writing or place it on the record. Lanora later moved to enforce a written settlement draft, while Johnathon disputed whether the draft accurately reflected the terms discussed concerning transportation and extracurricular activities. The district court enforced Lanora's draft after an unreported hearing.

PROCEDURAL HISTORY

After the parties reached what they believed was a verbal settlement during a custody-modification trial, Lanora moved to enforce a written version of the agreement. The district court enforced Lanora's draft after an unreported hearing. The court of appeals treated the matter as summary judgment, reversed, and remanded for an ancillary trial. The Supreme Court vacated the court of appeals decision and affirmed the district court because the appeal lacked a record of the hearing sufficient to establish error.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand to the district court was ordered. The Supreme Court vacated the court of appeals decision that had remanded for an ancillary trial and affirmed the district court's order enforcing the settlement.

CASES CITED

- Recio v. Fridley, 30 N.W.3d 532, 535–38 (Iowa 2025)
- In re F.W.S., 698 N.W.2d 134, 135 (Iowa 2005)
- State v. Brown, 16 N.W.3d 484, 487 (Iowa 2025)
- In re T.V., 563 N.W.2d 612, 614 (Iowa 1997)
- Alvarez v. IBP, Inc., 696 N.W.2d 1, 3–4 (Iowa 2005)
- In re Marriage of Ricklefs, 726 N.W.2d 359, 362 (Iowa 2007)
- Smith v. Iowa Bd. of Med. Exam'rs, 729 N.W.2d 822, 827 (Iowa 2007)
- Mumm v. Jennie Edmundson Mem'l Hosp., 924 N.W.2d 512, 520 (Iowa 2019)
- Estes v. Progressive Classic Ins., 809 N.W.2d 111, 115–16 (Iowa 2012)
- Iowa Land Title Ass'n v. Iowa Fin. Auth., 771 N.W.2d 399, 404 (Iowa 2009)
- Snap-On Tools Corp. v. Schadendorf, 757 N.W.2d 339, 342 (Iowa 2008)
- State v. Scott, 136 N.W. 132, 132 (Iowa 1912) (per curiam)
- In re Marriage of Michael, 839 N.W.2d 630, 639 (Iowa 2013)
- McNeal v. Wapello County, 985 N.W.2d 484, 491 (Iowa 2023)
- Wende v. Orv Rocker Ford Lincoln Mercury, Inc., 530 N.W.2d 92 (Iowa Ct. App. 1995)