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**STATE OF MINNESOTA
IN COURT OF APPEALS
A17-1820**

In re the Marriage of:
Katherine Theresa Kleynhans, petitioner,
Respondent,

vs.

Bernardus Andries Kleynhans,
Appellant.

**Filed September 24, 2018
Affirmed in part, reversed in part, and remanded
Ross, Judge**

Hennepin County District Court
File No. 27-FA-15-5736

M. Sue Wilson, M. Sue Wilson Law Offices, P.A., Minneapolis, Minnesota (for respondent)

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Considered and decided by Hooten, Presiding Judge; Ross, Judge; and Schellhas, Judge.

U N P U B L I S H E D O P I N I O N

ROSS, Judge

Bernardus Kleynhans moved to modify his stipulated, above-the-guidelines child-support obligation one year after the district court ordered child support. The district court denied Kleynhans's motion, finding that Kleynhans failed to show that either parent's

income had changed. The district court also refused to reduce Kleynhans's medical-support obligation. We affirm in part because the district court acted within its discretion by concluding that no substantial change in circumstances occurred and because Kleynhans did not challenge the entry of a default judgment on his extant medical-support arrearages. But we reverse in part because the district court did not address Kleynhans's request to reduce his ongoing medical-support obligation, and we remand for the district court to make findings necessary to decide that aspect of Kleynhans's motion.

FACTS

Bernardus Kleynhans and Katherine Kleynhans (now DiSano) jointly petitioned to dissolve their marriage in 2015. Their petition described how they would divide their six income-producing rental properties: Kleynhans would keep four and DiSano would keep two. Kleynhans agreed to pay DiSano \$5,000 in monthly child support, \$303 for the children's health-insurance premium, and \$222 for the children's monthly dental-insurance premium. The parties expressly acknowledged that this \$5,000 child-support obligation far exceeded the presumptive, \$2,456 child-support calculation based on their relative incomes. They maintained that the arrangement best fit their unique financial circumstances. The district court accepted the agreement and ordered child support on its terms, finding that it was in the children's best interests.

Eleven months after the order and shortly after DiSano remarried, Kleynhans moved to modify it. He argued that his child-support obligation should be reduced because his income had substantially decreased from the \$12,081 monthly amount indicated in the stipulated dissolution judgment and that DiSano's income had substantially increased from

the \$0 amount indicated for her. He also asked that his medical-support obligation be reduced because the actual costs of the children's medical and dental premiums were lower than the amounts presumed in the stipulation.

The district court denied the motion. It reasoned that the child-support obligation was only one component of an agreement encompassing the parties' division of their income-generating real property, which the parties had agreed was equitable. The district court credited an affidavit from DiSano's accountant, who calculated that Kleynhans was earning slightly more, not less, than he was earning at the time of dissolution, and that DiSano was receiving roughly the same income the parties must have reasonably predicted she would receive from the income-producing property allocated to her by the decree. It denied Kleynhans's motion to modify on that ground. The district court rejected Kleynhans's argument that the written findings in the judgment and decree were inadequate, reasoning that Kleynhans never contested them and could not challenge them collaterally using a motion to modify. The district court entered a default judgment against Kleynhans for \$8,181 for unpaid medical support, but it made no findings on Kleynhans's allegation that the premium costs had decreased.

Kleynhans appeals.

D E C I S I O N

Kleynhans raises three issues on appeal. He argues first that he presented compelling evidence that DiSano's income increased and that the district court's written findings on his motion were inadequate. He argues second that the district court erroneously entered a default judgment against him on the amount of unpaid medical support. He argues third

that the district court failed to make findings on his motion to modify his ongoing medical-support obligation. Kleynhans also attempts to challenge as inadequate the findings in the 2015 judgment and decree. We address each argument in turn.

We are not persuaded by Kleynhans's argument contesting the district court's decision to deny his motion to modify child support. The district court has broad discretion to decide child support, and we will reverse its modification decision only when it abuses that discretion by misapplying the law or relying on clearly erroneous facts. *Gully v. Gully*, 599 N.W.2d 814, 820 (Minn. 1999). A party seeking to modify child support must establish that a substantial change in circumstances renders the existing support order unreasonable and unfair. Minn. Stat. § 518A.39, subd. 2 (2016). We apply this standard to the district court's decision to deny the motion on its finding that Kleynhans failed to show a substantial change in circumstances.

Kleynhans argues that the district court's denial is erroneous because DiSano had no income at the time of the dissolution but \$2,490 in monthly income at the time of the modification motion, establishing a substantial change in circumstances. It is true that a substantial increase in an obligee's income may constitute a change in circumstance that presumably renders an existing order unreasonable and unfair. *See* Minn. Stat. § 518A.39, subd. 2(b)(1). And it is also true that the stipulation incorporated into the judgment and decree stated that DiSano had \$0 income at the time of the dissolution and that her tax returns now indicate that she receives \$2,490 in monthly income. But the district court appropriately considered the entire stipulation, not just the amount it indicated as "income."

As DiSano argues, the stipulation as a whole implies that the parties recognized that she would receive about \$3,000 monthly from the rental properties awarded to her. The stipulation indicates that DiSano's monthly living expenses were \$7,904. It establishes that Kleynhans would pay DiSano \$5,000 in child support. While the stipulated decree stated only \$0 of income for DiSano, it also awarded her rental property from which she would receive an income of an unstated amount. One can readily infer that the decree anticipated that DiSano would receive \$2,904 from the rental properties. This is the amount necessary to cover the deficit between DiSano's monthly expenses of \$7,904 and her child support of \$5,000. Although the district court should have expressly included the anticipated rental-property income in its judgment and decree, despite the parties' failure to specify the amount in their stipulation, we are satisfied that the amount can reasonably be estimated accurately enough to resolve the present conflict. Because DiSano's \$2,490 rental-property income is less than the parties' estimated \$2,904 rental-property income implied by the decree, the difference does not reflect a change in circumstance that can support Kleynhans's motion to reduce his child-support obligation.

We also are not persuaded by Kleynhans's argument that the district court's findings in denying his modification motion were insufficient. While Kleynhans is right that a district court must make written findings on each statutory factor when ruling on a modification motion, *see Haefele v. Haefele*, 837 N.W.2d 703, 709 (Minn. 2013), we have held that, when a district court correctly finds that a party moving for modification fails to demonstrate a substantial change in circumstances, the absence of findings on the other statutory factors does not require a remand. *See Tuthill v. Tuthill*, 399 N.W.2d 230, 232

(Minn. App. 1987). The district court correctly concluded that Kleynhans did not demonstrate a substantial change in circumstances. Because this conclusion is well-supported for the reason we just discussed, it disposes of the motion and we need not consider the adequacy of the district court's other findings.

Kleynhans asks us to reverse the district court's default judgment against him for \$8,181 in arrearages for unpaid medical support. Any unpaid support constitutes a judgment by operation of law, Minn. Stat. § 548.091, subd. 1a (2016), and a support obligor may move the district court to vacate this judgment. Minn. Stat. § 548.091, subd. 4 (2016). But Kleynhans did not move the district court to vacate the judgment, as his motion sought only to modify the extant order requiring him to pay the specified amounts. Because we do not address issues not presented to and decided by the district court, *Thiele v. Stitch*, 425 N.W.2d 580, 582 (Minn. 1988), we decline, without prejudice, to consider Kleynhans's argument challenging the default judgment.

Kleynhans's argument that the district court failed to address his motion to modify his medical-support obligation based on a substantial decrease in the children's insurance costs is well taken. The district court may modify the terms of a support order based on a substantial increase or decrease in health-care coverage costs. Minn. Stat. § 518A.39, subd. 2(a)(6). Kleynhans challenged his health-care obligation and supported his challenge with an affidavit asserting that the children's actual medical and dental insurance cost is substantially less than the amount contemplated in the decree. The district court made no factual findings or legal conclusions addressing Kleynhans's undisputed evidence and argument about this. It is unclear from the record that the district court considered the

question. The district court must make sufficiently detailed findings of fact to demonstrate that it appropriately considered the dispositive factors. *See Stitch v. Stitch*, 435 N.W.2d 52, 53 (Minn. 1989). We remand for the district court to make the necessary findings and conclusions on Kleynhans's contention that a reduction is appropriate based on a substantial decrease in costs.

We address last Kleynhans's implicit attempts to attack the judgment and decree's child-support details. Kleynhans argues that the decree lacked sufficient written findings for us to affirm the district court's modification decision. To obtain relief from a judgment and decree of dissolution, one must challenge the decree under the procedural and substantive requirements of Minnesota Statutes, section 518.145, subdivision 2 (2016). *See Shirk v. Shirk*, 561 N.W.2d 519, 522 (Minn. 1999). This involves moving the district court for relief from the decree. Minn. Stat. § 518.145, subd. 2 (2016). Kleynhans has never moved the district court for relief from the decree. To the extent Kleynhans's arguments entail a collateral challenge to the decree, we reject the challenge.

Affirmed in part, reversed in part, and remanded.