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**STATE OF MINNESOTA  
IN COURT OF APPEALS  
A19-1579**

In re the Marriage of: James Warren Huerd, petitioner,  
Appellant,

vs.

Wanda Sue Huerd,  
Respondent.

**Filed August 3, 2020  
Affirmed in part, reversed in part, and remanded  
Bryan, Judge**

Roseau County District Court  
File No. 68-FA-19-321

James W. Huerd, Warroad, Minnesota (pro se appellant)

Wanda S. Huerd, Thief River Falls, Minnesota (pro se respondent)

Considered and decided by Cochran, Presiding Judge; Johnson, Judge; and Bryan,  
Judge.

**UNPUBLISHED OPINION**

**BRYAN**, Judge

In this marital dissolution dispute, appellant challenges the district court's judgment and decree after a contested evidentiary hearing for several reasons. First, appellant argues that the district court erred when it denied appellant's request to proceed by default without a hearing and when it denied appellant's motion to strike respondent's May 23, 2019

answer. Because we conclude that the district court did not abuse its discretion when it denied both requests, we affirm that portion of the district court's decision. Second, appellant argues that the district court erred when it awarded respondent permanent spousal maintenance. Because the district court relied on a document not admitted into evidence and because the district court did not analyze the necessary statutory factors, we reverse the permanent spousal maintenance award and remand this issue for further proceedings. Third, appellant argues that the district court erred when it apportioned the marital debt. Because the division of debt is not supported by the record and because the district court did not analyze the necessary statutory factors, we reverse this decision and remand the division of marital debt for further proceedings.

### **FACTS**

Appellant James Warren Huerd (husband) and respondent Wanda Sue Huerd (wife) were married in 1977. They separated in 2019 and the case proceeded to an initial scheduling conference on June 25, 2019. The district court held a hearing on July 16, 2019, to address husband's motion to strike wife's answer. The district court proceeded directly to a final evidentiary hearing, with no intervening hearings and no pretrial conference. At the evidentiary hearing on September 20, 2019, the district court placed both parties under oath and examined the parties regarding the dissolution and division of the marital estate. Neither party moved the admission of any exhibits, and neither party presented any testimony other than their own testimony. The district court entered the final judgment and decree three days later, on September 23, 2019. Husband subsequently appealed, challenging the district court's decisions, including the denial of his motions to proceed by

default without a hearing and to strike wife's answer, the imposition of permanent spousal maintenance, and the division of marital debt.

**A. Motions to Proceed by Default and to Strike Wife's Answer**

On April 24, 2019, wife was personally served with husband's petition for dissolution without children. On May 23, 2019, wife filed her answer and counterpetition with the court, but she did not then serve husband with this pleading. On May 29, 2019, the district court ordered that a scheduling conference be held on June 25, 2019. On June 16, 2019, husband filed a default scheduling request along with the necessary affidavits to proceed by default without a hearing. The district court did not issue an order specifically disposing of husband's default request prior to the June 25, 2019 scheduling conference. Husband learned of the May 23, 2019 answer and counterpetition at the June 25, 2019 hearing. The district court conducted the initial conference and issued a scheduling order, scheduling a one-day evidentiary hearing for September 20, 2019. The order sets no deadlines regarding meditation, discovery, or pretrial disclosures and schedules no hearings other than the September 20, 2019 final evidentiary hearing. In the scheduling order, the district court found that wife "appeared and is representing herself at this time."

On June 26, 2019, husband filed a motion to strike wife's answer and counterpetition because he had not been served within 30 days of service of his petition for dissolution. The affidavit filed in support of this motion referenced rule 12.02 of the Minnesota Rules of Civil Procedure. On July 2, 2019, husband filed an amended motion, requesting that the district court strike wife's answer and counterpetition pursuant to rule 12.06 of the Minnesota Rules of Civil Procedure. On July 7, 2019, husband was personally

served with wife's May 23, 2019 answer and counterpetition. The district court held a hearing on husband's motion to strike on July 16, 2019, and denied the motion. In that order, the district court found that wife "appeared personally without counsel and opposed the motion." The district court further concluded that wife "has successfully served [husband] and is therefore no longer in default." The order also stated that the September 20, 2019 evidentiary hearing "will proceed as scheduled." This order sets no deadlines regarding discovery, mediation, or pretrial disclosures and schedules no hearings other than the September 20, 2019 final evidentiary hearing.

Both parties appeared for the evidentiary hearing on September 20, 2019. The district court did not admit any documentary evidence and did not receive any testimonial evidence other than the parties' own testimony.

#### **B. Spousal Maintenance Dispute**

In his original petition, husband claimed that his gross monthly income was \$1,932.68 and that wife's was \$0. Husband did not request any spousal maintenance and did not think it was appropriate to pay wife any spousal maintenance. Husband included no information about his or wife's monthly expenses. In her May 23, 2019 answer and counterpetition, wife disputed the income amounts and the facts and conclusions regarding spousal maintenance. Wife asserted that husband's gross monthly income was \$4,417.68. In addition, wife claimed gross monthly income of \$1,294.50 and a total of \$618.40 in monthly expenses, although wife noted her claimed expenses did not include "food, gas, clothing, car maintenance, or any other monthly expenses." Wife's May 23, 2019 answer and counterpetition also included the factual allegation that husband "has the ability to pay

[wife] \$300 per month for spousal maintenance,” and requested an award of spousal maintenance in an unspecified monthly amount.

Husband also filed a proposed default judgment and decree on June 16, 2019. In these proposed income findings, husband included a gross monthly income of \$4,472.02 for him and an amount of \$1,294.50 for wife. These amounts are nearly identical to those included in wife’s May 23, 2019 answer and counterpetition. The proposed findings under spousal maintenance include the standard, statewide form language that “Petitioner and Respondent can each pay their own living expenses and do not need spousal maintenance at this time, or in the future.”<sup>1</sup> The proposed order includes no information regarding either party’s monthly expenses and would not obligate husband to pay wife any spousal maintenance of any kind.

During the evidentiary hearing, the district court questioned the parties regarding their expected income and expenses. Husband testified consistent with wife’s May 23,

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<sup>1</sup> Minnesota courts make various forms available for litigants in dissolution proceedings. Statewide form number DIV406 is used for a stipulated dissolution decree. Statewide form number DIV407 is used for a proposed judgment and decree to which the parties have not stipulated. The forms have slight variations. Importantly, form number DIV406 includes language that comports with the requirements for waiving modification of spousal maintenance in the future as set forth in *Karon v. Karon*, 435 N.W.2d 501, 503 (Minn. 1989). *See also Loo v. Loo*, 520 N.W.2d 740, 744-46 (Minn. 1994) (noting additional statutory requirements for valid waivers of spousal maintenance modification rights). Husband used form number DIV407 for his proposed default judgment and decree. Unlike form number DIV406, form number DIV407 does not include any language regarding a waiver of the parties’ rights to modify spousal maintenance. Form DIV407, however, includes language that the parties “do not need spousal maintenance at this time, *or in the future*.” (emphasis added). This language alone does not satisfy the requirements for a valid waiver of one’s right to seek modification of spousal maintenance in the future and may mislead litigants into believing that courts are divested of jurisdiction to modify spousal maintenance in the future when a district court adopts a form DIV407 order.

2019 answer and counterpetition and consistent with his proposed default judgment and decree, stating that he receives a total of \$4,472.02 in gross monthly income. Wife testified that she receives \$1,294.50 in gross monthly income. Contrary to the language in his proposed default judgment and decree, husband testified at the evidentiary hearing that he would accept an order requiring him to pay wife \$250 per month, starting on November 1, 2019, until the parties' home is sold and \$500 per month after the house is sold. Wife testified that she would prefer to receive monthly spousal maintenance payments of \$300 now and \$500 after the house is sold. Neither party discussed—and the district court did not inquire—whether they would agree to permanent spousal maintenance in this case and there is no evidence regarding the duration of spousal maintenance.

In addition, the district court asked many questions regarding the parties' expenses, personal property, and debts. When discussing wife's expenses with her, the record shows that the district court was reading from a document that listed wife's expenses. Husband argues on appeal that the district court had been reading from a document that wife filed on the day of the evidentiary hearing, titled "Answers and Counterpetition of Marriage." The transcript of the hearing reflects that husband had not seen this filing before the evidentiary hearing, asking the district court, "where is that stuff coming from that you're listing?" The district court instructed husband to "[j]ust wait" and proceeded to ask husband about several specific personal property items listed on the September 20, 2019 filing.<sup>2</sup> This filing also listed wife's gross monthly income as \$1,294.50 and included a

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<sup>2</sup> Husband does not challenge the personal property division, so we need not consider whether the district court erred in relying on this document to divide personal property.

total of \$1,280.91 in monthly expenses, nearly double the amount claimed in wife's May 23, 2019 answer and counterpetition. The district court did not formally admit the document as an exhibit and did not determine whether husband had any objections to the district court's reliance on the information in the document.

The district court filed an order three days later. In its September 23, 2019 order, the district court found that husband "[had] a gross income of \$4,472.02 due to a Pension or Disability from work or military and Social Security Disability Income (SSDI)." The district court determined that wife "[had] a gross income of \$1,294.50." The district court did not make any findings regarding the parties' monthly expenses, the marital standard of living, husband's ability to pay maintenance, or the basis for ordering permanent spousal maintenance. The district court further found that "the parties are in agreement that some spousal maintenance shall be paid by [husband] to the [wife]." In the conclusions of law, the district court ordered husband to "pay permanent spousal maintenance to the other party in the amount of \$250.00 per month starting on September 2019 until the home is sold and then \$500 per month following the sale."

### **C. Division of Marital Debt**

In his original petition, husband listed various marital assets and liabilities. The listed liabilities totaled \$93,465.90 and included two business loans from Security State Bank totaling \$92,108.50; one credit card debt valued at \$1,341.62 owed to Navy Federal Credit Union by husband; and one credit card debt of \$15.78 owed to Navy Federal Credit Union by wife. In her May 23, 2019 answer and counterpetition, wife disputed the marital liabilities listed in the original petition. For instance, wife claimed a medical debt of

\$29,871 that was not listed in the original petition. In addition, wife listed two liabilities owed to Security State Bank that she claimed should be allocated to husband alone. Wife did not include any amounts for either entry. Wife also included one liability that the district court should allocate to her alone, listed as “medical.”

In his June 16, 2019 proposed default judgment and decree, husband updated the liabilities that he listed in the original petition owing to Navy Federal Credit Union. Husband listed a total debt of \$1,434.14 that he owed to Navy Federal Credit Union and a debt of \$1,601.10 that wife owed to Navy Federal Credit Union. The amounts listed for the business loans from Security State Bank were the same as what husband listed in the original petition, totaling \$92,108.50. Husband included no entry relating to wife’s medical debt in the proposed default judgment and decree.

During the evidentiary hearing, the district court inquired of each party the approximate value of their business, credit card, medical, and other debts. The testimony differed from the parties’ pleadings in certain respects. For instance, husband testified that he has “two loans for Security State Bank for a business” that totaled \$178,661:

THE COURT: Mr. Huerd, you have two loans for Security State Bank for a business. Is that right?

MR. HUERD: That’s correct. With the interest rate, now it’s about \$178,661.

There is no other trial evidence regarding the balance of these loans. Husband also noted that he owed “a little over \$8,000 from Farmer’s Union of Warroad for the business, too.” He also testified that he had credit card debt of \$1,320 through Navy Federal Credit Union. For her part, wife testified that she had “close to \$30,000 for medical bills” and a



credit card debt of \$1,800.<sup>3</sup> Wife had previously mentioned that she had a credit card through Navy Federal Credit Union. The trial evidence includes no other references to any credit card debt other than each party's Navy Federal Credit Union credit cards.

In the September 23, 2019 judgment and decree, the district court found that “[b]oth parties have debt owed to Security State Bank and Navy Federal Credit Union for an inactive business and miscellaneous uses in the total of \$95,143.74.” The district court made no findings regarding any other debts and never mentioned wife's medical debts in its findings. In its conclusions of law, the district court divided the debts as follows:

9. Debts: Dividing the debts as follows and ordering each party to hold the other harmless from any responsibility for the debts so divided.
  - a. Petitioner is responsible for the following bills
    - i. Security State Bank used for Inactive Business with a balance owed of \$83,608.50 and a monthly payment of \$1,000.00
    - ii. Security State Bank used for Inactive Business with a balance owed of \$8,500.00 and a monthly payment of \$500.00
    - iii. Navy Federal Credit Union used for Miscellaneous with a balance owed of \$1,434.14 and a monthly payment of \$50.00
    - iv. Navy Federal Credit Union used for Miscellaneous with a balance owed of \$1,601.10 and a monthly payment of \$50.00

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<sup>3</sup> Husband attached a document to a memorandum that he filed on July 11, 2019, purporting to show the outstanding balance for wife's medical debt, but this document was not introduced into the record at the evidentiary hearing. Our review is limited to the evidence admitted at the September 20, 2019 hearing.

- b. Respondent is responsible for the payment of her credit card and medical bills totaling an amount of around \$4,800.00

The district court did not specify how it arrived at these totals, nor did it specify the individual amount of the medical and credit card debts awarded to wife. The district court did not make any findings or conclusions to establish that this division of property was fair and equitable.

On appeal, husband challenges the district court's denial of his motions to proceed by default without a hearing and to strike wife's May 23, 2019 answer and counterpetition. Husband also challenges the district court's decision to award permanent spousal maintenance and the district court's division of marital debt. We address each in turn.

## **D E C I S I O N**

### **I. Denial of Husband's Requests to Proceed by Default and Strike Wife's Answer**

Husband argues that the district court erred when it denied his request to proceed by default without a hearing and when it denied his amended motion to strike wife's May 23, 2019 answer and counterpetition. We conclude that the district court acted within its discretion when it denied these two requests, and we therefore affirm those decisions.

#### **A. Request to Proceed by Default Without a Hearing**

In dissolution matters, respondents "shall have 30 days in which to answer" a petition for dissolution of a marriage. Minn. Stat. § 518.12 (2018). A district court may proceed by default if "the respondent does not appear after service." Minn. Stat. § 518.13, subd. 1 (2018). For purposes of default, rule 5.01 of the Minnesota Rules of Civil Procedure states that "[a] party appears when that party serves or files any document in the

proceeding.” Minn. R. Civ. P. 5.01.<sup>4</sup> We review for an abuse of discretion a district court’s ruling on a request for default judgment. See *Kornberg v. Kornberg*, 542 N.W.2d 379, 386 (Minn. 1996) (reviewing decision not to reopen a default judgment under abuse of discretion); see also *Laymon v. Minn. Premier Props., LLC*, 903 N.W.2d 6, 17 (Minn. App. 2017) (“We review an entry of default judgment for abuse of discretion.”), *aff’d*, 913 N.W.2d 449 (Minn. 2018); *Moir v. Moir*, 400 N.W.2d 394, 395-96 (Minn. App. 1987) (reviewing denial of motion to vacate default judgment under abuse of discretion).<sup>5</sup>

In this matter, husband requested that the district court proceed by default without any further hearings, pursuant to Minnesota Statutes, section 518.13, subdivision 5 (2018). Husband also submitted a proposed default judgment and decree for the district court to sign. The district court denied this request and determined that wife had appeared in the dispute. As noted above, section 518.13 permits default judgments only if “the respondent does not appear after service.” Minn. Stat. § 518.13, subd. 1. Here, wife failed to timely serve her answer, as discussed below, but she filed her answer and counterpetition on May 23, 2019. Because rule 5.01 contemplates an appearance by either service of a pleading or

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<sup>4</sup> We apply rule 5.01 in family court proceedings because that rule addresses a matter not mentioned in the specific rules of family court procedure found in rules 301-379 of the Minnesota General Rules of Practice. See Minn. R. Gen. Prac. 301.01(d).

<sup>5</sup> In certain circumstances, appellate courts have also reversed district courts for entering default judgment, excusing responding parties for failing to timely file or serve an answer, when a responding party’s intent to answer is clear. *Moir*, 400 N.W.2d 394 at 395-96 (reversing denial of motion to vacate default judgment even though respondent in family court failed to appear at a default hearing, failed to file an answer, and failed to serve an answer); *Cahaley v. Cahaley*, 12 N.W.2d 182, 183-85 (Minn. 1943) (reversing denial of motion to vacate default judgment even though respondent failed to appear at a default hearing, failed to file an answer, and failed to serve an answer when petitioner’s attorney had previously agreed to a continuance of the deadline to answer by a “couple of days”).

the filing of a pleading, we conclude that wife appeared on May 23, 2019, when she filed her answer and counterpetition. This occurred prior to the expiration of the 30-day statutory period. In addition, wife personally appeared in court on both June 25, 2019, and July 16, 2019. Husband directs this court to no legal authority that requires default where, as here, a respondent has timely filed an answer and personally appeared in family court but had not served the answer. Thus, husband has not shown that the district court abused its discretion when it determined that wife had appeared and when it denied husband's request to proceed by default without a hearing.

#### **B. Amended Motion to Strike**

Husband also requested that the district court strike wife's May 23, 2019 answer and counterpetition because she had failed to serve him within 30 days of when she was served with the original petition.<sup>6</sup> The district court declined to strike the May 23, 2019 pleading. We affirm this portion of the district court's decision because we conclude that the district court acted within its discretion when it denied husband's motion to strike.

Rule 12.06 of the Minnesota Rules of Civil Procedure provides district courts with the authority to, "[u]pon motion made by a party" or "upon its own initiative," fashion a

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<sup>6</sup> Husband appears to argue that the district court lacked personal and subject matter jurisdiction. Although the affidavit in support of his motion to strike referenced rule 12.02 of the Minnesota Rules of Civil Procedure, we construe husband's amended motion as a motion to strike pursuant to rule 12.06 of the Minnesota Rules of Civil Procedure and not as a challenge to the district court's jurisdiction. In addition to other problems with this argument, as the petitioner in this case, husband consented to the district court's jurisdiction over him when he commenced the dissolution proceeding. Furthermore, at the time of his motion, he requested that the district court exercise personal and subject matter jurisdiction by signing his proposed default judgment and decree without a hearing. We conclude that there is no merit to this argument.

remedy for a litigant's failure to comply with rule 11:<sup>7</sup> the district court may strike the entire pleading or a portion of it. Minn. R. Civ. P. 12.06. Specifically, the rule states that "the court may order any pleading not in compliance with Rule 11 stricken as sham and false, or may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent or scandalous matter." *Id.* Because the rule identifies what the district court "may" do, we necessarily review the district court's denial of husband's motion to strike for an abuse of discretion.

In this case, the district court found that, as of the date of the July 16, 2019 hearing on husband's motion to strike, wife had "successfully served [husband] and is therefore no longer in default." In addition, wife had appeared at the initial scheduling conference on June 25, 2019, and also appeared at the July 16, 2019 hearing. The record establishes that wife personally served husband with her May 23, 2019 answer and counterpetition on July 7, 2019. Given the nature of the relatively straight-forward issues in dispute, allowing the case to proceed despite a brief delay in service of wife's answer falls well within the district court's discretionary authority under rule 12.06.

We affirm the district court's decisions to deny husband's motion to proceed by default without a hearing and to strike wife's May 23, 2019 answer and counterpetition.

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<sup>7</sup> Husband does not explain what part of wife's May 23, 2019 answer and counterpetition failed to comply with what part of rule 11. We need not address whether husband correctly interprets rule 12.06 to apply in this case because, even assuming its applicability here, we find no abuse of discretion by the district court.

## II. Imposition of Permanent Spousal Maintenance Obligation

Husband claims the district court erred when it ordered him to pay permanent spousal maintenance because the district court relied on a document that he had not seen prior to trial and because the district court's decision to order spousal maintenance is not supported by the record.<sup>8</sup> We reverse the district court's decision to award permanent spousal maintenance because we conclude that the district court erred in relying on a document not in evidence and that the district court did not make the findings necessary to support a spousal maintenance award.<sup>9</sup>

A district court may grant a spousal maintenance award if it makes specific findings regarding the needs of the spouse seeking maintenance. Minn. Stat. § 518.552, subd. 1 (2018). In addition to these findings, a district court must consider all the following factors

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<sup>8</sup> Husband argues that the district court erred when it “accepted” wife’s “second Answer and Counterpetition.” Husband challenges the district court’s findings that are based on the September 20, 2019 document and specifically argues that the district court “erred by ruling without verification of income, assets, and liabilities.” We construe these arguments as a challenge to the findings supporting the district court’s decision to impose permanent spousal maintenance and supporting the district court’s division of debt.

<sup>9</sup> Husband also argues that the district court’s decision conflicts with federal law and with *Mattson v. Mattson*, 903 N.W.2d 233, 242 (Minn. App. 2017), *review denied* (Minn. Dec. 27, 2017). While *Mattson* prohibits division of military disability compensation as property, it acknowledges that state and federal law allow consideration of military disability compensation as income for purposes of awarding spousal maintenance. *Id.* at 239, n.5 (citing *Sward v. Sward*, 410 N.W.2d 442, 445 (Minn. App. 1987) (stating that military disability benefits may be considered as income in setting both child support and maintenance awards), *review granted* (Minn. Sept. 30, 1987) and *appeal dismissed* (Minn. Dec. 2, 1987), and 10 U.S.C. § 1408(e)(6) (stating that the Act does not relieve a veteran “of liability for the payment of alimony, child support, or other payments required by a court order”)); see also Minn. Stat. § 518A.29(a) (2018) (including in the definition of income periodic “military and navel retirement, pension and disability payments”). Therefore, the district court decision does not conflict with state or federal law.

enumerated the next subdivision. Minn. Stat. § 518.552, subd. 2(a)-(h) (2018). An appellate court reviews a district court’s award of spousal maintenance for an abuse of discretion. *Curtis v. Curtis*, 887 N.W.2d 249, 252 (Minn. 2016). A district court abuses its discretion regarding maintenance if its findings of fact are unsupported by the record or if it improperly applies the law. *Dobrin v. Dobrin*, 569 N.W.2d 199, 202 & n.3 (Minn. 1997) (citing *Sefkow v. Sefkow*, 427 N.W.2d 203, 210 (Minn. 1988)). “Even where the record supports the trial court’s decision, the failure to make specific findings compels a remand.” *Stevens v. Stevens*, 501 N.W.2d 634, 637 (Minn. App. 1993). Accordingly, an award of permanent spousal maintenance in absence of such findings constitutes abuse of discretion. *Id.*

In this case, we conclude that the district court abused its discretion because the record does not support the district court’s decision to award spousal maintenance and because the district court’s order does not address the requisite statutory factors. First, it is clear that the district court relied on and read from wife’s September 20, 2019 filing,<sup>10</sup> without ever admitting the document into the trial record or allowing husband an opportunity to object. The district court did not address husband’s question when he asked what document the district court was reading from during the district court’s examination

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<sup>10</sup> Wife titled her September 20, 2019 filing “Answers and Counterpetition of Marriage.” The district court may have intended to treat the filing as a trial exhibit, but inadvertently neglected to mark the document and formally receive it into the trial record. Alternatively, the district court may have intended to treat the filing as a supplemental answer, but neglected to explain why it accepted the pleading on the day of trial without providing husband an opportunity to review it. Absent any statement from the district court explaining the basis on which it relied on the September 20, 2019 filing, we cannot view the evidentiary record as including the September 20, 2019 filing.

of the parties. Apart from this document, the record contains almost no information to support the spousal maintenance award. Second, the judgment and decree contains no findings or conclusions regarding wife's expenses, the marital standard of living, husband's ability to pay maintenance, and the other relevant statutory factors to support an award of spousal maintenance. See Minn. Stat. § 518.552, subds. 1, 2. Therefore, the district court abused its discretion because it improperly applied the spousal maintenance statute. We reverse the spousal maintenance award and remand to the district court to determine the amount and duration of any spousal maintenance obligation in light of the statutory factors.<sup>11</sup>

### **III. Division of Marital Debt**

Husband argues that the district court erred when it divided the marital debt because the district court did not specify each individual liability in its findings of fact and because the district court included wife's credit card debt twice. Because the record does not support the district court's findings or conclusions, and because the district court did not analyze the necessary statutory factors, we conclude that the district court abused its discretion, and we reverse the district court's division of marital debt.

“Upon a dissolution of a marriage . . . the [district] court shall make a just and equitable division of the marital property of the parties” after considering all relevant factors. Minn. Stat. § 518.58, subd. 1 (2018). These factors include “the length of the

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<sup>11</sup> Husband also argues that the district court mischaracterized his statements as an agreement to pay permanent spousal maintenance. In light of our disposition, we need not address the alleged misunderstanding.



marriage, any prior marriage of a party, the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities, needs, opportunity for future acquisition of capital assets, and income of each party.” *Id.* In general, this court applies an abuse-of-discretion standard of review to a district court’s division of property in a marital dissolution. *Antone v. Antone*, 645 N.W.2d 96, 100 (Minn. 2002). “We will affirm the trial court’s division of property if it had an acceptable basis in fact and principle even though we might have taken a different approach.” *Id.* A district court abuses its discretion when dividing property if its findings of fact are not supported by the record or if it improperly applies the law. *Rutten v. Rutten*, 347 N.W.2d 47, 50 (Minn. 1984).

In this case, each party testified that they had one credit card through Navy Federal Credit Union. Husband testified that his credit card debt totaled \$1,320 and wife testified that her credit card debt totaled \$1,800. Wife also testified that she had a debt with a balance “close to \$30,000 for medical bills.” This evidence conflicts with the district court’s findings of fact and conclusions of law.<sup>12</sup> For example, the district court allocated two specific credit card debts to husband:

- iii. Navy Federal Credit Union used for Miscellaneous with a balance owed of \$1,434.14 and a monthly payment of \$50.00

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<sup>12</sup> We need not address every discrepancy between the trial record and the district court’s findings and conclusions. For example, although husband testified that his State Security Bank loans totaled \$178,661, husband does not challenge the district court’s contrary conclusion of law that the outstanding balance on his two Security State Bank loans is \$92,108.50. Similarly, husband does not challenge the district court’s failure to include the Farmer’s Union of Warroad debt in the judgment and decree. We address only the division of the specific liabilities challenged on appeal: wife’s medical debt and the parties’ credit card debt through Navy Federal Credit Union.

- iv. Navy Federal Credit Union used for Miscellaneous with a balance owed of \$1,601.10 and a monthly payment of \$50.00

The district court also allocated one, unspecified credit card debt to wife: “Respondent is responsible for the payment of her credit card and medical bills totaling an amount of around \$4,800.00.” The district court’s allocation of an additional, unspecified credit card to wife is unsupported by the trial record, which only includes evidence of the Navy Federal Credit Union credit cards already allocated to husband. In addition, the trial evidence includes wife’s testimony that she had “close to \$30,000 for medical bills.” The district court’s allocation of credit card and medical debt totaling only \$4,800 is contrary to the trial record.

We also conclude that the district court did not address the requisite statutory factors when it allocated the marital debt. *See* Minn. Stat. § 518.58, subd. 1 (requiring district courts to analyze “the length of the marriage, any prior marriage of a party, the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities, needs, opportunity for future acquisition of capital assets, and income of each party”). The decree contains no findings or conclusions analyzing these factors in order to determine a fair and equitable division of property. Therefore, we reverse the division of marital debt and remand to the district court to determine the amount of the parties’ credit card and medical liabilities and to divide these liabilities between the parties in light of the statutory factors.

On remand, the district court shall conduct a pretrial conference as required by rule 305.02 of the Minnesota General Rules of Practice. If the parties are unable to resolve the

remanded issues by stipulation, then the district court shall reopen the record and conduct an evidentiary hearing regarding the following remanded issues: (1) the amount and duration of any spousal maintenance award; (2) the amount and division of the parties' credit card debt; and (3) the amount and division of the medical debt identified by wife in her May 23, 2019 answer and counterpetition. The district court shall also comply with all applicable rules of procedure, practice, and evidence as well as the applicable statutory factors regarding spousal maintenance and division of property.

**Affirmed in part, reversed in part, and remanded.**