

*This opinion is nonprecedential except as provided by  
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA  
IN COURT OF APPEALS  
A20-1070**

In re the Marriage of: Matthew James Beland, petitioner,  
Appellant,

vs.

Heidi Ann Beland,  
Respondent,

Polk County,  
Intervenor.

**Filed March 22, 2021  
Affirmed  
Hooten, Judge**

Polk County District Court  
File No. 60-FA-15-340

Matthew Beland, East Grand Forks, Minnesota (pro se appellant)

Denise Sollund, Hallock, Minnesota (for respondent)

Larry Orvik, Assistant Polk County Attorney, Crookston, Minnesota (for respondent county)

Considered and decided by Johnson, Presiding Judge; Hooten, Judge; and Slieter, Judge.

**NONPRECEDENTIAL OPINION**

**HOOTEN, Judge**

In this child support dispute, appellant argues that the child support magistrate (CSM) (1) should have considered his motion for retroactive modification of his child

support obligation, (2) should not have modified his basic support obligation without providing him with adequate notice and without making adequate findings of fact to support the modification, (3) should not have ordered both parties to provide medical support without adjusting their support obligations accordingly, and (4) should not have modified his child care obligation. We affirm.

### **FACTS**

Pro se appellant Matthew James Beland (Beland) and respondent Heidi Ann Beland, n/k/a Heidi Ann Rylander (Rylander), share joint physical custody of their two joint children, born in May 2010 and May 2012. In November 2015, the parties divorced and the district court adopted their stipulated marital termination agreement as its judgment. The judgment ordered Beland to pay Rylander \$703 per month in child support, which included \$251 per month in basic support, \$418 per month in child care support, and \$31 per month in dental reimbursement. This obligation was based on Beland's gross monthly income of \$4,820 and Rylander's gross monthly income of \$3,164.

In 2017, the parties agreed to modify child support based on Rylander's assertion that she paid an average of \$545 per month in child care expenses. The district court adopted that stipulation. In 2018, the district court adopted the parties' stipulation regarding parenting time, but the 2018 stipulated order did not modify Beland's 2017 support obligation. In 2019, after receiving a child care expense form verifying summer child care costs, Beland requested documentation of child care expenses from Rylander.

Beland has repeatedly litigated the validity of the calculation of his child support obligation, claiming that Rylander committed fraud by intentionally computing inaccurate

child support costs. The district court has rejected these arguments and has not found that Rylander committed any fraud when the parties entered into the 2017 stipulated agreement.

In April 2020, Beland filed a motion for retroactive child care reimbursement, claiming that he overpaid child care costs from 2017 to 2020. In June, the CSM issued an order requiring the parties to exchange written documentation of their incomes before a scheduled hearing and requiring Rylander to submit written documentation of her child care expenses for 2018, 2019, and 2020. Later that month, Rylander filed a response to Beland's motion and countermotion requesting a modification of Beland's child support obligation, the medical support obligation, and the child care obligation. After a hearing, the CSM granted Rylander's motion to modify the child support obligation, the medical support obligation, and the child care obligation. Beland appeals.

### **DECISION**

We review a district court's decision modifying a child support obligation for an abuse of discretion. *Palmquist v. Devens*, 907 N.W.2d 204, 206 (Minn. App. 2017). We also review a district court's decision regarding medical support for an abuse of discretion. *Casper v. Casper*, 593 N.W.2d 709, 714 (Minn. App. 1999). The district court abuses its discretion if its decision stems from a misapplication of the law or contradicts the facts or logic. *Hesse v. Hesse*, 778 N.W.2d 98, 102 (Minn. App. 2009). We review the district court's factual findings for clear error. *Suleski v. Rupe*, 855 N.W.2d 330, 334 (Minn. App. 2014).

A district court may modify the terms of a child support order if the moving party makes a showing that a "substantial change in circumstances" has made the terms of the

order “unreasonable and unfair.” Minn. Stat. § 518A.39, subd. 2 (2020). Circumstances that may render a child support order unreasonable and unfair include a substantial change in the obligor’s income, a substantial change in need of either party or the child, and receipt of certain forms of public assistance. *Id.* The party seeking modification has the burden to establish a substantial change in circumstances. *Cty. of Grant v. Koser*, 809 N.W.2d 237, 241 (Minn. App. 2012), *abrogated on other grounds by In re Dakota County*, 866 N.W.2d 905, 911.

These same standards apply to a CSM’s decision. *Hesse*, 778 N.W.2d at 102. Because Beland appeals directly from the CSM’s order, our scope of review is limited to “whether the evidence sustains the [CSM’s] findings of fact and whether the findings support the conclusions of law and the judgment.” *Kahn v. Tronnier*, 547 N.W.2d 425, 428 (Minn. App. 1996), *review denied* (Minn. July 10, 1996).

**I. The CSM did not abuse its discretion by denying Beland’s motion for retroactive modification of child care support or by modifying his future child care obligation.**

“Unless otherwise agreed to by the parties and approved by the court, the court must order that work-related or education-related child care costs of joint children be divided between the obligor and obligee based on their proportionate share of the parties’ combined monthly PICS,” which is the percentage of income for determining child support. Minn. Stat. § 518A.40, subd. 1 (2020). “Child care support must be based on the actual child care expenses.” Minn. Stat. § 518A.39, subd. 7 (2020). “The court may provide that a decrease in the amount of the child care based on a decrease in the actual child care expenses is effective as of the date the expense is decreased.” Minn. Stat. § 518A.39, subd. 7. Beland

argues that the CSM abused his discretion both by failing to consider his motion for retroactive modification of child care support and by modifying his future child care obligation. We address each argument in turn.

***Retroactive modification of child care support***

Beland asserts that he is entitled to retroactive modification of his child care obligation, arguing that his child care contributions exceeded his proportionate share because Rylander fraudulently misrepresented her actual child care expenses. However, Beland's argument fails because the district court adopted the parties' stipulation that Beland would pay less than his PICS share of his child care obligation.

In September 2016, the district court ordered the parties to conduct a review and reimbursement of child care expenses in June and December of each year, but two months later, the parties stipulated to eliminate the semi-annual child care reimbursement, and the district court adopted that stipulation. Despite the district court's adoption of the parties' stipulation on this point, Beland filed a motion in March 2017 to enforce and continue the semi-annual review and reimbursement of child care expenses. The district court denied Beland's motion. Later in 2017, despite Beland's statutory obligation to pay 61% of the child care expenses based on his 61% share of the parties' combine PICS, Minn. Stat. § 518A.40, subd. 1, the parties stipulated that Beland would pay only \$253 per month of an estimated \$545 per month in child care expenses. In 2018, the parties entered into a stipulation agreeing that "[a]ll other terms of previous orders shall remain in full force and effect." Through this stipulation, Beland reaffirmed both the parties' 2017 stipulated support order requiring him to pay \$253 per month in child care expenses and the order

adopting his 2016 stipulated waiver of child care expense reimbursement. The district court adopted both the 2017 and 2018 stipulations.

Beland's argument on this point is not entirely clear. He seems to assert that if, when the parties entered their stipulation generating the 2017 order requiring him to pay \$253 per month in child care expenses, he knew Rylander's actual child care expenses for 2018 and 2019 would average \$490 rather than the \$545 amount estimated at the time of the stipulation, then he would have been entitled to pay less than the \$253 per month required by the stipulated order. If this is Beland's argument, Beland is incorrect. Absent an agreement approved by the district court, the district court is statutorily required to set Beland's child care support obligation at an amount reflecting his share of the parties' combined PICS. Minn. Stat. § 518A.40, subd. 1. Beland neither showed that Rylander would have stipulated to an amount less than \$253 nor that, if she had, the district court would have adopted such a stipulation and incorporated it into an order. And absent a court-approved stipulation to an amount less than \$253, Beland was not prejudiced by his \$253 monthly payment because 61% of Rylander's \$490 average child care expense would have been \$299.

Because Beland stipulated to the amount of his child care obligation, and because his actual child care contributions in 2018 and 2019 did not exceed his PICS share, the CSM did not abuse his discretion by denying his motion for retroactive modification of child support.

### ***Future child care obligation***

Next, Beland also argues that the CSM abused his discretion by modifying his prospective child care obligation from \$253 to \$162 per month. Specifically, he contends that because Rylander testified that she had incurred no summer child care expenses and that she did not know when and if they would resume, the CSM erred by failing to terminate his child care obligations. However, the parties disagree as to whether the children should continue attending daycare—a dispute that is currently before the district court. Further, Rylander’s counsel explained that Rylander prepaid daycare expenses, so she will incur them whether or not the children attend daycare. The CSM calculated child care expenses accordingly, indicating that if the district court determines that the children no longer need to attend daycare, the parties may let the child support office know, and the child care charges will be stopped without any motions.

Beland also argues that the CSM erred in finding that Rylander’s child care expenses would be about \$490 per month moving forward, contending that Rylander’s own child support guidelines worksheet, which she submitted to the CSM, indicated that her future child care expenses would average \$434 per month. However, Rylander testified that she expected her 2020 daycare expenses to be about the same as they were in 2019, and the CSM found that her child care expenses averaged \$490 per month in 2019 based on her child care receipts. While the CSM admitted that “future child care expenses for the year 2020 are uncertain,” it also found that “the evidence supports a determination that they will not be substantially higher or lower” than in recent years.

Because Beland failed to show that a substantial change in Rylander's daycare expenses has already occurred, and because the CSM's estimate of Rylander's future child care expenses is supported by the evidentiary record, the district court did not abuse its discretion by reducing, rather than eliminating, Beland's future child care obligation.

**II. The CSM did not abuse its discretion by modifying Beland's basic support obligation.**

Beland argues that the district court abused its discretion by modifying basic support without making adequate findings of fact to support the modification and without providing him with adequate notice. The CSM increased Beland's basic support obligation from \$281 per month to \$535 per month based on its finding that "[t]here ha[d] been a substantial change in circumstances that render[ed] the existing child support order unreasonable and unfair." Specifically, the CSM found that "[t]he incomes of the parties ha[d] substantially changed and the child care expenses ha[d] also substantially changed since the time of the prior [o]rder."

While Beland does not dispute the CSM's finding that his gross monthly income had increased from \$4,820 to \$5,722, he does challenge the CSM's determination of Rylander's gross monthly income. Specifically, Beland appears to argue that because Rylander "was previously employed in the same position and worked 40 hours per week, but requested to cut back to 32 hours per week," she therefore "has additional potential income in the amount of 8 hours per week." For child support purposes, gross income is "any form of periodic payment" to a party. Minn. Stat. § 518A.29(a) (2020). "A determination of the amount of an obligor's income for purposes of child support is a



finding of fact and will not be altered on appeal unless clearly erroneous.” *Schallinger v. Schallinger*, 699 N.W.2d 15, 23 (Minn. App. 2005), *review denied* (Minn. Sept. 28, 2005).

The CSM found Rylander’s monthly income to be \$3,222 per month. This finding is supported by the evidentiary record. Rylander submitted a sworn affidavit stating that she makes “\$23.24 per hour working 32 hours per week” and that she is not offered more hours by her employer. Accordingly, the CSM’s finding on Rylander’s gross monthly income is not clearly erroneous.

Beland also argues that Rylander’s service of motion to modify child support was untimely, but Beland is mistaken. Minn. R. Gen. Prac. 372.04 provides that in proceedings to modify an existing support order, responsive motions and countermotions “shall be filed with the court no later than 7 days before any scheduled hearing.” Here, the parties’ hearing was scheduled for June 18, 2020, and Rylander filed her notice of motion to modify child support on June 4, 2020, which was 14 days before the hearing. Therefore, her service of motion was well before the seven-day cutoff date and was not untimely.

Because the CSM’s determination of Rylander’s gross monthly income is supported by the record, and because her service of motion was not untimely, we have no reason to rule that the district court abused its discretion in modifying Beland’s basic support obligation, especially given the \$902 increase in Beland’s own monthly income.

**III. The CSM did not abuse its discretion by ordering both parties to provide health care coverage without adjusting their support obligations.**

Beland argues that the CSM abused his discretion by ordering both parties to provide health care coverage without adjusting their child support obligations accordingly.

Unless the parties otherwise agree, the cost of health care coverage for a child is divided between the parties “based on their proportionate share of the parties’ combined monthly PICS.” Minn. Stat. § 518A.41, subd. 5a (2020).

Beland argues that Minn. Stat. § 518A.41, subd. 3(1) (2020), required the CSM to “determine which parent’s coverage [was] more comprehensive by considering what other benefits [were] included in the coverage.” Beland also cites Minn. Stat. § 518A.41, subd. 5(b) (2020), to support his argument that the CSM was required to reduce the child support obligation of the party providing coverage:

If a party owes a joint child support obligation for a child and is ordered to carry health care coverage for the joint child, and the other party is ordered to contribute to the carrying party’s cost for coverage, the carrying party’s child support payment must be reduced by the amount of the contributing party’s contribution.

However, Beland fails to acknowledge that the parties agreed that Beland would provide medical insurance for the children and that Rylander would provide dental insurance as part of their stipulated marital termination agreement, which was adopted by the district court as its judgment in November 2015. Beland also fails to acknowledge that, at some point between 2019 and 2020, he voluntarily started providing secondary dental insurance for the children as a supplement to the dental insurance provided by Rylander, although the CSM never ordered him to do so, and the parties never agreed to this arrangement.

Because the parties entered into their own agreement regarding the division of medical and dental insurance obligations for their children, and because Beland decided to provide supplemental dental insurance for the children of his own volition, the CSM was

not obligated to follow subdivisions 3(1), 5(a), or 5(b). Therefore, the CSM did not abuse his discretion by failing to adjust the parties' child support obligation payments in light of their responsibilities for medical and dental insurance.

**Affirmed.**