

*This opinion is nonprecedential except as provided by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
A20-1213**

Kristina Marie Saenz, petitioner,
Appellant,

Brown County Human Services, petitioner,

vs.

Nicholas Lee Horman,
Respondent.

**Filed September 13, 2021
Affirmed
Worke, Judge**

Brown County District Court
File No. 08-FA-19-129

Jacob M. Birkholz, Michelle K. Olsen, Birkholz & Associates, LLC, Mankato, Minnesota
(for appellant)

Kezia Smith, Killion Smith Law Firm, Mankato, Minnesota (for respondent)

Considered and decided by Cochran, Presiding Judge; Worke, Judge; and Slieter,
Judge.

NONPRECEDENTIAL OPINION

WORKE, Judge

In this child-support dispute, appellant-mother argues that the district court should have determined that the term “unpaid” in the parties’ stipulated judgment is ambiguous and required respondent-father to reimburse her for certain medical expenses. We affirm.

FACTS

Appellant-mother Kristina Marie Saenz gave birth to a child (the child) in February 2016. Mother was married at the time, and her husband (husband) paid the medical expenses incurred for the child's birth. Mother and her husband divorced in September 2018.

In May 2018, genetic testing established that respondent-father Nicholas Lee Horman is the child's biological father. In February 2019, petitioner Brown County Human Services and mother filed a complaint to establish parentage. Mother sought payment from father for past child support, ongoing child support, medical support, child-care costs, and pregnancy and confinement expenses.

On June 11, 2019, the parties entered into a stipulation regarding custody, parenting time, and support. Among other things, the parties agreed that father's past support was \$6,500, which he paid. Mother waived all other claims for past support "except unpaid medical expenses." Regarding "unpaid medical expenses," the parties agreed, "Reimbursement of unpaid Medical Expenses are RESERVED." The parties also agreed that

Uninsured and/or unreimbursed medical expenses shall be apportioned according to each party's proportionate income. Father shall pay 68% and Mother shall pay 32% of the joint children's uninsured and/or unreimbursed medical expenses. To recover these costs, the requesting party must follow the procedures set forth in Minnesota Statutes.

After the order incorporating the stipulation was filed and judgment was entered, father moved the district court to deny mother's request in the original complaint for

payment of unreimbursed or uninsured health-care expenses. Father asserted that mother's request was barred by the plain language of the stipulated judgment because the issue of "unpaid" medical expenses was reserved, and it appeared that the expenses mother sought to recover had been paid and he never agreed to pay expenses that had already been paid.

The matter came before a child-support magistrate (CSM). The CSM found that the term "unpaid" is unambiguous and means "not paid"; thus, father was not required to reimburse mother for medical expenses that had been paid. Mother requested review of the CSM's order. Mother requested that the district court order father to pay "\$5,937.73 for his share of the PICS percentage of unreimbursed or 'unpaid' medical expenses previously incurred by [her]" and \$3,258.30 in pregnancy and birthing expenses. Mother asserted that "unpaid" meant "unpaid to her." She never disputed that "all the medical expenses had been paid by [her] and/or her husband. The dispute was . . . that [father] was never notified he was the father and [was not able] to put the child on his insurance, or pay the bills as they came due"

The district court affirmed the CSM's order denying mother's request for reimbursement for medical expenses. The district court stated:

The language of the stipulation . . . is not ambiguous. It reserved the question of reimbursement of unpaid medical expenses. "Unpaid" means "outstanding." It does not have any other reasonable meaning. The usual description of medical expenses paid by a party who seeks to recover some or all of the expenses is "uninsured and unreimbursed medical expenses," which is a category of expenses specifically addressed by a different provision in the parties' stipulation. The stipulation did not include any amount of past unpaid and unreimbursed medical expenses. The county's complaint sought payment for pregnancy and confinement expenses

without stating an amount; however, reimbursement of pregnancy and birth expenses was not addressed in the stipulation. Having found the stipulation's language unambiguous, the court will not consider the extrinsic evidence received at the hearing.

This appeal followed.

DECISION

The parties dispute the meaning of a provision in the stipulated judgment—"Reimbursement of unpaid Medical Expenses are RESERVED." We treat a stipulated judgment as we would a contract for purposes of construction. *Nelson v. Nelson*, 806 N.W.2d 870, 872 (Minn. App. 2011). We review de novo whether a stipulated provision in a judgment is ambiguous, meaning it is susceptible to more than one reasonable interpretation based on its language alone. *Id.* If there is no ambiguity, we apply the plain meaning of the language. *Id.*

Mother argues that the district court erred by determining that the term "unpaid" was unambiguous. Mother "interpret[s] the term 'unpaid' to mean 'unreimbursed,'" which she asserts is as reasonable an interpretation as father's interpretation that "'unpaid' means that the bill has not been paid by either party." She claims that because both interpretations are reasonable, the term "unpaid" is ambiguous and the district court should have considered parol evidence to determine its meaning. Father asserts that the district court properly concluded that "unpaid" has only one reasonable meaning—not paid.

The word "unpaid" means "Not yet paid." *The American Heritage Dictionary* 1897 (5th ed. 2011). In this case, that would mean a medical bill that has not been paid. As the

district court determined, it means a medical bill that is “outstanding.” Thus, the language is not ambiguous because “unpaid” means a bill that is not yet paid.

Additionally, looking at the entire provision—“Reimbursement of unpaid Medical Expenses are RESERVED”—reimbursement refers to amounts that father must convey to mother for medical expenses that she pays before father compensates her for his share of those expenses. Thus, if “unpaid” means, as mother claims, “unreimbursed,” this provision would be “reimbursement of unreimbursed medical expenses.” If the parties meant for unpaid to mean unreimbursed, they would have used that word. But because reimbursement and unpaid are used in a single sentence, they seemingly mean different things.

Another provision in the stipulated judgment also indicates that unpaid means not yet paid. The stipulated judgment provides, “Uninsured and/or unreimbursed medical expenses shall be apportioned according to each party’s proportionate income. Father shall pay 68% and Mother shall pay 32% of the joint children’s uninsured and/or unreimbursed medical expenses.” Because there is a separate provision for unreimbursed medical expenses, unpaid medical expenses mean something other than unreimbursed medical expenses.

And yet another provision in the stipulated judgment indicates that unpaid means not yet paid. The parties agreed that father’s past support is “\$6,500. All [other] amounts of past due support, (except unpaid medical expenses), are hereby waived by [m]other.” This indicates that mother waived a claim to past-due support, but she reserved her right to be reimbursed by father when she pays an unpaid—yet to be paid—medical bill. The

stipulated judgment is unambiguous, and “unpaid” means not yet paid by anyone—outstanding.

Finally, as the CSM determined and the district court adopted, this meaning—“not yet paid”—is reasonable under the circumstances. In this case it would be unreasonable to order father to reimburse mother for expenses that mother’s husband paid when father was not yet aware that he was the child’s father and which were incurred outside the statute of limitations. *See* Minn. Stat. § 257.66, subd. 4 (2020) (stating district court must limit liability for past support to the proportion that the court deems just, which were incurred in the two years immediately preceding the commencement of the action). Because the language is not ambiguous, and “unpaid” means a bill that is not yet paid, the district court appropriately denied mother’s request for reimbursement for medical expenses.

Affirmed.