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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A21-0165**

In re the Marriage of: Linsey Lee Milbrandt, petitioner,
Respondent,

vs.

Jeffrey Robert Milbrandt,
Appellant.

**Filed November 29, 2021
Affirmed
Frisch, Judge**

Carver County District Court
File No. 10-FA-17-473

Linsey Lee Thomson, Chaska, Minnesota (pro se respondent)

John T. Burns, Jr., Burns Law Office, Burnsville, Minnesota (for appellant)

Considered and decided by Reyes, Presiding Judge; Bratvold, Judge; and Frisch,
Judge.

NONPRECEDENTIAL OPINION

FRISCH, Judge

On appeal from the denial of his motion to modify child support, appellant argues that (1) the district court erred in its interpretation of the child-support provision in the stipulated judgment, and (2) the child-support magistrate abused its discretion by deviating upward from the presumptive child-support guidelines. We affirm.

FACTS

On September 19, 2019, appellant Jeffrey Robert Milbrandt (father) and respondent Linsey Lee Milbrandt (mother) stipulated and agreed to resolve all dissolution issues as part of a “global settlement.” Both parties were represented by counsel and entered into the agreement after nearly nine hours of negotiation.

Pursuant to that agreement, father agreed to pay mother child support for their three children. The parties agreed to the child-support obligation based on father’s historical income as a subcontractor. For roughly ten years, father operated a security-consulting firm whereby he provided private security overseas. Specifically, the parties agreed on the record:

Child support is based on Mr. Milbrandt making a hundred thousand dollars a year which turns out roughly to be \$8,333 per month, and Ms. Milbrandt making, I believe it’s \$1,249 per month, which means that after the parenting time adjustment, Mr. Milbrandt’s child support obligation to Ms. Milbrandt is \$837 per month. That’s due on the first day of each month.

Both the parties and the district court understood that the child-support agreement was effective starting October 1, 2019, and was part of a “universal property settlement and maintenance buyout,” including all of father’s unpaid child support to date, as well as the custody-evaluator fees that father owed to mother.

Also as part of the agreement, mother agreed to waive her right to spousal maintenance and father agreed to pay mother a lump sum of \$20,000. The parties also agreed to equal parenting time, though mother did not believe that this arrangement was in the best interests of the children.

Both parties agreed to be bound by the terms of the agreement. The district court issued an order for judgment and decree, incorporating the parties' agreement. Under the terms of the decree, father was obligated to make the \$20,000 payment to mother by December 31, 2019. Additionally, father was required to secure his child-support obligation by carrying a \$500,000 life-insurance policy, with mother as the beneficiary.

Father neither paid mother the \$20,000 nor complied with the life-insurance obligation. Five days after entering into the agreement, father applied for a job as a welder. Within two weeks of the parties' agreement, father began working as a welder, making substantially less income than the \$100,000 per year that he previously earned. On October 29, 2019, less than two months after resolving the child-support obligations by agreement and before the entry of the judgment and decree, father filed a motion to modify his child-support obligation to reflect his change in income.

On June 22, 2020, the child-support magistrate (the CSM) heard father's modification motion. The CSM partially granted father's motion to modify child support, ordering father to pay mother \$800 per month, a \$37-per-month decrease from the prior order, as ongoing basic support. In its order, the CSM noted that the modified award represented an upward deviation from the child-support-obligation guidelines. Father then brought a motion before the district court to review the CSM's order granting an upward deviation. After the hearing, the district court denied father's motion, adopted the findings of the CSM, and independently concluded that father had agreed to and was bound by the child-support obligation set forth in the stipulated judgment. Father appeals.

DECISION

I. The stipulated judgment is unambiguous regarding child support.

As an initial matter, father argues that the district court erred by finding that the stipulated judgment is unambiguous and instead asserts that the agreement is ambiguous and “susceptible of at least two interpretations.” We disagree.

“Courts favor stipulations in dissolution cases as a means of simplifying and expediting litigation, and to bring resolution to what frequently has become an acrimonious relationship between the parties.” *Shirk v. Shirk*, 561 N.W.2d 519, 521 (Minn. 1997). We “treat stipulated marriage-dissolution judgments as contracts for purposes of construction.” *Nelson v. Nelson*, 806 N.W.2d 870, 872 (Minn. App. 2011). We will construe contract language only if it is ambiguous. *Starr v. Starr*, 251 N.W.2d 341, 342 (Minn. 1977). Language is ambiguous if it has multiple reasonable interpretations. *Nelson*, 806 N.W.2d at 872. Whether contract language is ambiguous is a question of law that we review de novo. *Id.* If the language is ambiguous, its meaning is a question of fact that we review for clear error. *See id.* We read contract provisions in the context of the entire contract, deriving the parties’ intent from the whole document rather than the individual clauses. *Country Club Oil Co. v. Lee*, 58 N.W.2d 247, 249 (Minn. 1953).

Here, the stipulated judgment provides for a basic child-support obligation of \$837 per month. The findings of fact in the judgment and decree further provide:

Child support shall continue until further Order of the Court, or until such times as the last minor child of the parties reaches the age of 18 years of age, or is under 20 years of age and still attending secondary school, dies, is emancipated, or is

otherwise self-supporting, whichever occurs first, at which time [father]'s child support obligation shall be terminated.

The conclusions of law in the judgment and decree also provide that “[father’s] child support obligation shall continue to be calculated according to the Findings of Fact above.” These provisions are susceptible to only one reasonable interpretation: the parties agreed that father’s child-support obligation would continue pursuant to the terms of the stipulated judgment. Father suggests that the provision “could mean” that future child support (1) “should be calculated according to the method utilized in the CSM’s findings, while still being subject to statutory modification provisions” or (2) “must be calculated strictly according to the facts found in those findings, freezing support regardless of any statutory modification provisions.” But father’s suggested alternate reading of the judgment both reads language into the judgment and disregards statutory-modification procedures, neither of which is reasonable. Accordingly, father does not set forth an alternative reasonable interpretation of the unambiguous language in the judgment and we therefore discern no error by the district court in its interpretation.¹

¹ We observe that father’s contention that the agreement is ambiguous is based on matters extrinsic to the agreement itself, notably his change in circumstance and his subjective understanding at the time that he entered into the agreement. We do not consider such extrinsic evidence when the language of an agreement is unambiguous. *Erickson v. Erickson*, 449 N.W.2d 173, 178 (Minn. 1989); *see also Starr*, 251 N.W.2d at 342. We observe that father was represented by counsel throughout the underlying proceedings, expressed his understanding of the agreement at the time consistent with the unambiguous stipulation, and entered into the agreement after a full day of negotiation.

II. The district court did not abuse its discretion by granting an upward deviation from the presumptively appropriate guidelines child-support amount.

Father argues that the district court abused its discretion by affirming the CSM's award to mother of \$800 per month in child support, representing an upward deviation from the presumptive support amount of \$408 per month under the guidelines. Specifically, father contends that the upward deviation was not supported by sufficient findings under Minn. Stat § 518A.43, subd. 1 (2020). We disagree.

The district court has broad discretion to determine the appropriate support of the parties' children, and we will only reverse such a determination for an abuse of that discretion. *Rutten v. Rutten*, 347 N.W.2d 47, 50 (Minn. 1984) ("There must be a clearly erroneous conclusion that is against logic and the facts on record before this court will find that the trial court abused its discretion."). When a district court affirms a CSM's ruling, the affirmed ruling becomes the ruling of the district court, and this court reviews that affirmed ruling as if it were made by the district court. *Kilpatrick v. Kilpatrick*, 673 N.W.2d 528, 530 n.2 (Minn. App. 2004). Our standard of review of that affirmed ruling is the same as if the decision had been made by a district court in the first instance. *Ludwigson v. Ludwigson*, 642 N.W.2d 441, 445-46 (Minn. App. 2002). We view the evidence in the light most favorable to the district court's findings. *Vangness v. Vangness*, 607 N.W.2d 468, 474 (Minn. App. 2000).

A district court may deviate from the presumptively appropriate guidelines child-support obligation to prevent the children and parent from living in poverty. Minn. Stat. § 518A.43, subd. 1; see also *Marden v. Marden*, 546 N.W.2d 25, 29 (Minn. App.

1996) (noting that “a court may deviate upward from the guidelines if the custodial parent is unable to sustain a child’s accustomed standard of living, and the obligor has the ability to do so”). The statute provides:

In addition to the child support guidelines and other factors used to calculate the child support obligation under section 518A.34, the court must take into consideration the following factors in setting or modifying child support or in determining whether to deviate upward or downward from the presumptive child support obligation:

(1) all earnings, income, circumstances, and resources of each parent, including real and personal property, but excluding income from excess employment of the obligor or obligee that meets the criteria of section 518A.29, paragraph (b);

(2) the extraordinary financial needs and resources, physical and emotional condition, and educational needs of the child to be supported;

(3) the standard of living the child would enjoy if the parents were currently living together, but recognizing that the parents now have separate households;

(4) whether the child resides in a foreign country for more than one year that has a substantially higher or lower cost of living than this country;

(5) which parent receives the income taxation dependency exemption and the financial benefit the parent receives from it;

(6) the parents’ debts as provided in subdivision 2; and

(7) the obligor’s total payments for court-ordered child support exceed the limitations set forth in section 571.922.

Minn. Stat. § 518A.43, subd. 1.

The CSM considered each of these factors and made appropriate findings where applicable, all of which were adopted by the district court. The findings specifically considered both father and mother’s change in income and circumstances, the parenting schedule, mother’s earning capacity, father’s ability to meet his needs and the needs of the

children with mother, and the parties' intentions and obligations under the stipulated judgment. The findings also noted that father's new income as a welder was still "almost three times as much as [mother's income]," that father was the sole provider before dissolution, and specifically stated that father did not show that his new income was insufficient to meet his needs while also supporting the children with mother. The findings also stated that mother currently has a lower earning capacity than father and that deviation is necessary both for the children's reasonable standard of living and to prevent mother and the children from living in poverty.

Importantly, the findings addressed the stipulated judgment, noting that it seemed to intend an upward deviation. The findings also considered that a reduction in father's child-support payment would cause an unfair hardship to mother and the children, especially considering that he did not pay the \$20,000 he owed to mother.

We have previously noted:

Generally, a stipulation fixing the respective rights and obligations of the parties represents their voluntary acquiescence in an equitable settlement, and the district court should carefully and only reluctantly alter its terms. But, the existence of a stipulation does not bar later consideration of whether a change in circumstances warrants a modification. Where child support is concerned, Minnesota caselaw indicates that although a stipulation is one factor to be considered in modification motions, child support relates to nonbargainable interests of children and is less subject to restraint by stipulation than are other dissolution matters.

O'Donnell v. O'Donnell, 678 N.W.2d 471, 475 (Minn. App. 2004) (quotations omitted).

Additionally, "[b]arring a showing of an actual substantial change in circumstance that makes the terms of the order unfair and unreasonable," the modification of child support

simply based on a deviation from the presumptively applicable guideline “would be contrary to the parties’ agreement and the judgment of the court.” *Id.* at 477. A stipulation provides the “baseline circumstances against which claims of substantial change are evaluated.” *Hecker v. Hecker*, 568 N.W.2d 705, 709 (Minn. 1997) (making this statement in the context of a modification order). We have held that a stipulated judgment with findings explaining a support obligation that deviates from the presumptively applicable guidelines obligation may rebut a presumption of unfairness and unreasonableness. See *O’Donnell*, 678 N.W.2d at 477 (“The stipulated judgment with findings is valid and rebuts that presumption of unfairness and unreasonableness, and the propriety of modifying support must then be determined based on whether there has actually been a substantial change in circumstances.”).

Here, the reason for father’s above-the-guidelines support obligation is self-evident: to settle the marital-dissolution proceeding. The parties agreed to joint physical custody and equal parenting time, mother waived her claims to spousal maintenance and certain other amounts due from father, and father agreed to pay the above-the-guidelines child-support obligation, to secure his obligation with life insurance, and to pay mother \$20,000. Father, however, neither procured the required life-insurance policy nor paid mother the promised \$20,000. Additionally, immediately after entering the stipulation, father changed jobs and moved to reduce his child-support obligation based on his new, lower income. Thus, despite not satisfying any of his obligations under the stipulated judgment, father retains the benefits it awards him, including mother’s waiver of spousal maintenance and other fees and arrears, joint physical custody, and equal parenting time.

Mother currently earns significantly less than father and has a lower earning capacity because she did not work for the majority of the time that the parties were married. Mother testified that she received supplemental-nutrition-assistance-program benefits, that the children were on free-and-reduced lunch plans, and that she and the children had medical insurance through the state. Mother testified that she received these benefits based on her limited income. Mother also testified that she had planned to use the \$20,000 father owed her to advance her career and better support her and the children's needs.

The district court concluded that without an upward deviation in child support the children would not be adequately supported in mother's home. We see no clear error in these findings and no abuse of discretion in the associated conclusions. The CSM and district court appropriately considered the statutory factors and the parties' stipulated agreement and found that without the upward deviation mother and the children would live in poverty. We therefore conclude that the district court did not abuse its discretion in granting an upward deviation from the presumptive child-support guidelines.

Affirmed.