STATE OF MINNESOTA
IN COURT OF APPEALS
A21-1709
A21-1725

In re the Marriage of:

Whitney Ariane Blessing, petitioner,
Appellant (A21-1709),
Respondent (A21-1725),

vs.

Andrew David Blessing,
Respondent (A21-1709),
Appellant (A21-1725).

Filed January 30, 2023
Affirmed in part, reversed in part, and remanded
Smith, Tracy M., Judge

Ramsey County District Court
File No. 62-FA-18-1166

John DeWalt, Melissa Chawla, DeWalt, Chawla + Saksena, LLC, Minneapolis, Minnesota (for appellant Whitney Ariane Blessing)

Christopher Zewiske, Ormond & Zewiske, Minneapolis, Minnesota (for respondent Andrew David Blessing)

Considered and decided by Smith, Tracy M., Presiding Judge; Worke, Judge; and Wheelock, Judge.

NONPRECEDENTIAL OPINION

SMITH, TRACY M., Judge

In these consolidated marital-dissolution appeals brought by the parties to the dissolution, wife Whitney Blessing and husband Andrew Blessing each challenge several of the district court's property rulings. Whitney[1] argues that the district court erred or abused its discretion by (1) double counting a marital cash gift, (2) mischaracterizing a certain asset as Andrew's nonmarital property, (3) obligating Whitney to pay certain debts to third-party creditors, and (4) denying Whitney's motion to reopen the dissolution judgment. As to these issues, we conclude that the district court erred by double counting the marital cash gift and by mischaracterizing a marital asset as Andrew's nonmarital property. But we see no abuse of discretion in the district court's order to pay third-party creditors. Nor do we see an abuse of discretion in the denial of Whitney's motion to reopen the judgment.

Andrew argues that the district court erred or abused its discretion by improperly (1) calculating his nonmarital interest in the parties' real property, (2) calculating the value of the parties' mortgage on the real property, and (3) allocating a certain monetary asset and certain debts. As to these issues, we conclude that the district court neither erred nor abused its discretion in determining that Andrew has no nonmarital interest in the real property, in calculating the value of the parties' mortgage, or in allocating the debts. But

[1] Because they share the same last name, we use the parties' first names throughout the opinion.

we agree that the district court abused its discretion by improperly allocating the monetary asset.

Therefore, as to each appeal, we affirm in part, reverse in part, and remand for the district court to address the identified issues in the property division.

FACTS

Whitney and Andrew married in October 2004. The parties have four minor children. Whitney petitioned for dissolution of the marriage, and the parties separated in 2018. A three-day bench trial took place in January 2021, and the district court entered its judgment and decree in May 2021 (the original J&D), which attached a balance sheet reflecting the property rulings. The original J&D characterized property as marital or nonmarital, allocated the parties' marital property, and ordered a property equalizer payment from Whitney to Andrew.

Both parties filed motions for amended findings and/or a new trial, and Whitney also filed a motion to stay and, later, a motion to reopen the judgment. Following a hearing, the district court issued an order that included some amended findings and an amended balance sheet that reflected a revised equalizer payment and other changes (the amended J&D). The district court denied all other motions, including Whitney's motion to reopen.

These appeals concern only some of the district court's property determinations. The facts relevant to these determinations include the following.

Dayton Property

In April 2011, the parties used a $220,000 gift from Andrew's mother, L.B., in the form of a cashier's check drawn from an account held jointly by L.B. and Andrew, as a

down payment to purchase a historic property in St. Paul's Cathedral Hill for $389,200 (Dayton property). The parties renovated and restored the historic mansion portion of the property to include a bed and breakfast and their family's homestead. The parties also transformed part of the property into a Montessori school. Andrew asserts that, over time, $130,000 was invested in improvements to the Dayton property from the joint account held by L.B. and Andrew. The parties stipulated that the value of the Dayton property was $1.5 million.

The district court determined that the Dayton property was marital property, without any nonmarital interests. The district court also noted that the property was associated with (1) a mortgage held by Andrew's uncle, L.H., amounting to an encumbrance of $782,000 as of the date of valuation and (2) a debt of $155,538 to a third-party masonry company for work performed on the property.

The district court awarded the entirety of the Dayton property to Whitney, subject to a marital lien in favor of Andrew in the amount of Whitney's equalizer obligation. The district court also required that Whitney refinance the Dayton property within 90 days of the entry of judgment and that the refinancing include payment of the equalizer, payoff of the mortgage held by L.H., and payoff of the debt owed to the masonry company.

Park Avenue Lot

In July 2020, the parties sold a vacant lot on Park Avenue in Minneapolis for $91,254.79. Before trial, the parties agreed to use the proceeds from the sale to pay outstanding liabilities related to state and federal taxes. The district court awarded the "remainder" of the Park Avenue funds to Andrew as part of his share of the marital estate.

In the district court's amended J&D and balance sheet, the district court clarified the "remainder" of the Park Avenue funds to be $69,733.55. The district court also changed the characterization of the proceeds from marital to Andrew's nonmarital property.

Relevant Marital Debt

The district court divided equally between the parties a $3,979 marital debt on one credit card and $23,993 marital debt on a second. The district court also identified a marital debt of $3,170, owed to Andrew's father for work on the Dayton property.

Relevant Assets

Andrew's previous attorney, K.K., held $32,000 in trust. The parties equally divided the funds between them before trial. The district court allocated the full $32,000 value to Andrew in the marital property division.

Following the district court's rulings on the parties' posttrial motions, both parties appealed, and we consolidated the appeals.

DECISION

Because of overlap in several of the issues raised by the parties and in the interest of avoiding redundancy, we address the issues as follows. First, we address issues related to the district court's classification of property as marital or nonmarital. Second, we address the parties' complaints regarding the division of certain marital assets and debts. Third, we address Whitney's objection to the requirement that she pay off third parties when refinancing the Dayton property. Fourth, we address Andrew's challenge to the valuation of the mortgage. And fifth, we review the denial of Whitney's motion reopen the judgment.

I. Classification of Property as Marital or Nonmarital

Andrew and Whitney each raise an argument that the district court misclassified certain assets as marital or nonmarital.

A district court must classify property as "marital property" before valuing and dividing the property between the parties. Minn. Stat. § 518.58, subd. 1 (2022). "Marital property" and "nonmarital property" are defined by statute:

> "Marital property" means property, real or personal, . . . acquired by the parties, or either of them, to a dissolution . . . at any time during the existence of the marriage relation between them . . . but prior to the date of valuation under section 518.58, subdivision 1 . . . .
>
> "Nonmarital property" means property real or personal, acquired by either spouse before, during, or after the existence of their marriage, which
>
> (a) is acquired as a gift, bequest, devise or inheritance made by a third party to one but not to the other spouse;
>
> (b) is acquired before the marriage;
>
> (c) is acquired in exchange for or is the increase in value of property which is described in clauses (a), (b), (d), and (e);
>
> (d) is acquired by a spouse after the valuation date; or
>
> (e) is excluded by a valid antenuptial contract.

Minn. Stat. § 518.003, subd. 3b (2022).

In district court, when parties to a dissolution disagree about whether property is their marital property or is the nonmarital property of one of them, the burden is on the party asserting the existence of a nonmarital interest to prove the existence of that nonmarital interest. *Grigsby v. Grigsby*, 648 N.W.2d 716, 723 (Minn. App. 2002), *rev. denied* (Minn. Oct. 15, 2002). On appeal, appellate courts review de novo whether the property is marital or nonmarital but defer to the district court's underlying findings of fact

unless they are clearly erroneous. *Olsen v. Olsen*, 562 N.W.2d 797, 800 (Minn. 1997); *see Gill v. Gill*, 919 N.W.2d 297, 301 (Minn. 2018) (citing this aspect of *Olsen*).

A finding is clearly erroneous if it is "manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole." *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quoting *Tonka Tours, Inc. v. Chadima*, 372 N.W.2d 723, 726 (Minn. 1985)). When reviewing findings of fact for clear error, appellate courts engage in "a review of the record to confirm that evidence exists to support the decision." *Id.* at 222. "When the record reasonably supports the findings at issue on appeal, it is immaterial that the record might also provide a reasonable basis for inferences and findings to the contrary." *Id.* at 223 (quotation omitted). When applying the clear-error standard of review, appellate courts (1) view the evidence in the light most favorable to the findings, (2) do not reweigh the evidence, (3) do not find their own facts, and (4) do not reconcile conflicting evidence. *Id.* at 221-22. Appellate courts need not engage in an extended discussion of the evidence to demonstrate the correctness of the district court's findings. *Id.* at 222; *see Vangsness v. Vangsness*, 607 N.W.2d 468, 472 (Minn. App. 2000) (discussing clear-error standard of review).

All property obtained by either party during a marriage is presumed to be marital property. *Olsen*, 562 N.W.2d at 800; Minn. Stat. § 518.003, subd. 3b. "To overcome the presumption that property is marital, a party must demonstrate by a preponderance of the evidence that the property is nonmarital." *Olsen*, 562 N.W.2d at 800. "Nonmarital property" is typically interpreted narrowly because the legislature created only "five enumerated exceptions" to the "expansive definition of what constitutes marital property."

Gill, 919 N.W.2d at 302-03; Minn. Stat. §§ 518.003, subd. 3b(a)-(e), 645.19 ("Exceptions expressed in a law shall be construed to exclude all others.") (2022).

A. The district court did not err by determining that Andrew failed to prove that he had a nonmarital interest in the Dayton property.

Andrew argues that the district court erred by not determining that he had a nonmarital interest in the Dayton property based on the $220,000 cashier's check and checks totaling $130,000 that went toward improvements to the property.

1. $220,000 Cashier's Check

Andrew argues that the $220,000 cashier's check, which was used as a down payment for the Dayton property, was a gift only to him and thus gives him a nonmarital interest in the property. Whitney asserts that the district court correctly found that the $220,000 cashier's check was gifted to both parties and, therefore, constitutes marital property. As the party claiming a nonmarital interest, Andrew has the burden of proving the $220,000 gift was nonmarital. *See Olsen*, 562 N.W.2d at 800; Minn. Stat. § 518.003, subd. 3b.

Whether the $220,000 cashier's check was a gift to Andrew alone depends on L.B.'s donative intent. *See Olsen*, 562 N.W.2d at 800 (addressing requirements for a valid inter vivos gift). L.B.'s donative intent may be inferred from the circumstances, including the form of the transfer. *See id.* "Questions of intent are fact questions," and we defer to the district court's findings of fact unless those findings are clearly erroneous. *See id.*

Among the evidence Andrew relies on is L.B.'s and his trial testimony. L.B. testified that her intent was to give the $220,000 to Andrew alone, but the district court found her

testimony not credible. The district court noted that L.B. "was evasive in her testimony, particular[ly] to questions that did not seem to favor her son." And it found that L.B.'s deposition testimony, which was admitted at trial for impeachment purposes, further undermined her credibility. The district court also found not credible Andrew's testimony claiming that the gift was to him alone. It cited other witness testimony supporting that finding. The district court also found that documentary evidence, primarily in the form of emails authored by Andrew while the parties were still together, supported the determination that L.B.'s gift was intended as a gift to the couple, not to Andrew alone.

Generally, we defer to the district court's credibility determinations. *See Sefkow v. Sefkow*, 427 N.W.2d 203, 210 (Minn. 1988). Moreover, we have reviewed the record, including those portions specifically cited by the district court, and are confident that the district court's determinations are supported by the record.

Apart from L.B.'s and Andrew's testimonies, Andrew also relied on the testimony of his tracing expert to prove his nonmarital interest. Andrew complains that the district court made no findings regarding his expert's tracing. But, when a district court's findings are supported by the record, it does not matter that there may be evidence supporting a contrary finding. *Kenney*, 963 N.W.2d at 223. Moreover, because the $220,000 check was a gift to both parties, that check could not form the basis of a nonmarital interest to be traced and there was no need to make findings tracing any interest back to those funds.

In sum, the district court's findings of fact regarding the $220,000 cashier's check were not clearly erroneous. Andrew did not meet his burden to overcome the presumption

that the $220,000 cashier's check, gifted from L.B. during Whitney and Andrew's marriage, was a marital gift.

2. $130,000 in Improvements

Andrew also argues that the district court erred when it failed to award him his nonmarital interest in the Dayton property based on the $130,000 used for improvements to the property. Andrew asserts that checks totaling $130,000, which were made payable to him and drawn from the same account as the $220,000 cashier's check, qualify as gifts or an advance to him on his inheritance.

The original J&D did not explicitly address the $130,000. In ruling on Andrew's motion for amended findings and/or new trial, the district court declined to adopt any proposed findings addressing the $130,000. If a district court fails to explicitly address an argument that the district court knew or should have known that it had to address, this court generally assumes that the district court implicitly rejected the argument; we do not assume that the district court erred by not addressing the argument. *See Palladium Holdings, LLC v. Zuni Morg. Loan Tr. 2006-OA1*, 775 N.W.2d 168, 177-78 (Minn. App. 2009), *rev. denied* (Minn. Jan. 27, 2010); *C & R Stacy, LLC v. County of Chisago*, 742 N.W.2d 447, 459 (Minn. App. 2007) (treating silence on a motion for amended findings as denial of the motion). By declining to adopt the amended findings sought by Andrew, the district court implicitly denied Andrew's claim of a $130,000 nonmarital interest in the Dayton property. For the same reasons regarding witness credibility described above, our review of the record convinces us that it supports the district court's implicit findings rejecting Andrew's nonmarital claim. *See Vettleson v. Special Sch. Dist. No. 1*, 361 N.W.2d 425, 428 (Minn.

App. 1985) (reviewing implicit findings of fact for clear error). Therefore, Andrew does not have a $130,000 nonmarital interest in the Dayton property and the district court did not err.

B. The district court erred by categorizing the proceeds from the Park Avenue lot sale as Andrew's nonmarital property.

Whitney argues that the district court erred when it characterized the sale proceeds from the Park Avenue lot in Minneapolis—$91,254.79—as Andrew's nonmarital property in its amended J&D and thereby "created a substantial windfall" for Andrew.

Prior to trial, the parties agreed to use these sale proceeds to pay an outstanding liability to the parties' CPA ($6,952.02), outstanding liabilities from the parties' 2018 and 2019 federal and state income taxes ($14,569.22), and an outstanding federal tax liability ($746.53). Whitney and Andrew both submitted balance sheets that identified the lot's proceeds as a marital asset to be divided evenly between the parties. In the original J&D and its appended balance sheet, the district court identified the liabilities listed above and awarded the "remainder" of the sale proceeds, after payment of those liabilities, to Andrew "as part of his share of the parties' marital estate."

However, in the amended J&D and revised balance sheet, the district court specified the "remainder" to be $69,733.55, a sum that does not account for the $746.53 outstanding federal tax liability. In addition, in the amended J&D's balance sheet, the district court, without explanation, shifted the $91,254.79 from the "marital value" column to Andrew's "nonmarital" property column.

The district court erred. Neither party introduced evidence to show that the $91,254.79 in proceeds from the sale of the Park Avenue lot and the parties' agreed-upon debts to be paid with the proceeds constitute nonmarital property, and the district court's factual findings do not support such a conclusion. We remand for the district court to address this error.

II. Division of Other Marital Property and Debts

Whitney and Andrew both raise objections to the district court's division of marital property.

When a marriage is dissolved, the district court "shall make a just and equitable division of the marital property of the parties." Minn. Stat. § 518.58, subd. 1. "A [district] court has broad discretion in evaluating and dividing property in a marital dissolution and will not be overturned except for abuse of discretion. [An appellate court] will affirm the [district] court's division of property if it had an acceptable basis in fact and principle even though [the appellate court] might have taken a different approach." *Antone v. Antone*, 645 N.W.2d 96, 100 (Minn. 2002) (citation omitted); *see Lee v. Lee*, 775 N.W.2d 631, 637 (Minn. 2009) (stating that a district court has "broad discretion regarding the division of property" and that its division of property "will only be reversed on appeal if the [district] court abused its discretion"). "A district court abuses its discretion by making findings of fact that are unsupported by the evidence, misapplying the law, or delivering a decision that is against logic and the facts on record." *Woolsey v. Woolsey*, 975 N.W.2d 502, 506 (Minn. 2022) (quoting *Bender v. Bernhard*, 971 N.W.2d 257, 262 (Minn. 2022)).

A. The district court abused its discretion by double counting the $220,000 cashier's check.

Whitney argues that the district court abused its discretion by double counting the $220,000 marital gift from L.B. in its marital property division.[2]

It is undisputed that the $220,000 cashier's check was used as a down payment on the Dayton property. The district court awarded the Dayton property to Whitney and factored the entire stipulated value of the property—$1.5 million—into both its division of the marital estate, and its calculation of the equalizer that Whitney had to pay Andrew. Separately, the district court also required Whitney, "[u]pon refinancing of the [Dayton] property[,]" to reimburse Andrew $110,000 for "his share" of the marital property created by the $220,000 marital gift from L.B. Thus, it appears that the district court ordered Whitney both to pay Andrew an equalizer—based in part on the portion of the value of the Dayton property attributable to the down payment—and to separately pay Andrew an additional $110,000 for what the district court identified as "his share" of the $220,000 gift.

Because the $220,000 gift did not exist independently from the $1.5 million stipulated value of the Dayton property, and because the amended J&D requires Whitney to pay both the equalizer and an additional $110,000, the amended judgment appears to include double counting. Such double counting constitutes an abuse of discretion. We remand this issue to the district court for correction.

[2] Andrew's response to Whitney's argument is essentially that the $220,000 cashier's check was a gift to him only and thus constituted nonmarital property. We rejected that argument above.

B. The district court abused its discretion by allocating $32,000 to Andrew but did not abuse its discretion by equally dividing certain debts.

Andrew argues that the district court abused its discretion in allocating to him a $32,000 marital asset and in equally dividing two credit card debts.

1. $32,000 from Trust Account

Andrew argues that the district court abused its discretion by allocating to him $32,000, representing funds from the trust account of his former lawyer, K.K. K.K. represented Andrew at the beginning of this matter and withdrew in January 2020. Andrew argues that the funds should not be allocated to him because they had already been equally divided between the parties prior to trial.

The record does not support the allocation of the $32,000 to Andrew. Whitney does not dispute that the funds held in trust by K.K. were equally divided between the parties prior to trial, with both parties' agreement. Because a district court abuses its discretion when delivering a decision that is against logic and the facts on record, and facts in the record indicate that the parties agreed to and in fact did equally divide the $32,000 from the trust account of K.K., the district court abused its discretion. *See Woolsey*, 975 N.W.2d at 506. But it is unclear to us from this record whether there is prejudice from this error. In remanding this case, we therefore direct the district court to reconsider this issue.

2. Credit Card Debts

Andrew also argues that the district court abused its discretion by equally dividing two marital credit card debts rather than allocating them entirely to him. He reasons that allocating the debts entirely to him would have allowed the debts to be accounted for in the

equalizer and that "neither party would have any further need of pursuing payment" on the debts.

For a district court to commit reversible error when splitting property between parties, the property must be divided in a way that is "against logic and the facts on record." *Rutten v. Rutten*, 347 N.W.2d 47, 50 (Minn. 1984). Even if the district court could have taken a different approach, it was not illogical or contrary to the facts on the record to split these marital debts equally between the parties.[3]

III. Payments to Third Parties

Whitney asserts that the district court exceeded its statutory authority by ordering her to pay off third-party debts related to the Dayton property when she refinances the property as required by the judgment. Whitney asserts that "divorce jurisdiction is statutory, and the district court has no power not delegated to it by statute." *Kiesow v. Kiesow*, 133 N.W.2d 652, 657 (Minn. 1965). Therefore, according to Whitney, because Minnesota Statutes section 518.58 makes no mention of third-party creditors, the district court cannot "adjudicate the interests of third parties." *Fraser v. Fraser*, 642 N.W.2d 34, 38 (Minn. App. 2002).

Here, the primary third-party debts at issue are (1) the money owed to the mortgage-holder (Andrew's uncle, L.F.) and (2) the money owed to a masonry company for work done to the Dayton property. Whitney argues that the district court's order improperly

[3] Andrew also seems to argue that the division of the tax-related debts associated with the Park Avenue lot, addressed in Section I(B), is an abuse of discretion. As concluded in Section I(B), the allocation of assets and debts associated with the sale of the Park Avenue lot is remanded for the district court's clarification.

grants the creditors interests they would not otherwise have—specifically, to be paid within the timeframe established by the amended J&D and to be paid in full, without any ability on Whitney's part to challenge the amount owing or negotiate a discount. Whitney cites to *Melamed v. Melamed*, where the Minnesota Supreme Court struck down a property award that gave the parties' children a remainder interest in the parties' real property "because no statute confers such authority on the court." 286 N.W.2d 716, 718 (Minn. 1979).

Melamed is distinguishable. The dissolution judgment in that case awarded life estates in a condominium that was in the respondent's name to the parties and awarded the remainder interest in the condominium to the parties' children. 286 N.W.2d at 718-19. Thus, the *Melamed* judgment awarded an asset of a party—the remainder interest in the condominium—to persons not parties to the dissolution proceeding. *Id.* Doing so both exceeded the authority of the district court—by awarding property of a party to a nonparty—and stripped the respondent of the ability to dispose of that asset as he saw fit. *Id.* at 718. Here, the judgment makes no award to a nonparty; it merely divides the parties' property—relevant here, their obligations to pay certain creditors. And the parties did not dispute that they owe the masonry company that performed construction on their home—a marital asset—or that they owe the mortgagee of that asset. While neither the masonry company nor the mortgagee was a party to the dissolution proceeding, apportionment of marital debt is within the district court's discretion. *O'Donnell v. O'Donnell*, 412 N.W.2d 394, 396 (Minn. App. 1987). Moreover, the judgment's requirement that Whitney pay these debts does not strip a party of any rights they otherwise may have; Whitney can still challenge the amount owing or negotiate a discount or both. If successful, and if she needs

to do so, she can seek relief from the terms of the judgment under Minnesota Statutes section 518.145, subdivision 2 (2022). On this record, we conclude that because it is undisputed that the parties owed a marital debt to both the mortgagee and the masonry company, the district court did not abuse its discretion in dividing those debts or by ordering Whitney to pay them.

IV. Value of the Mortgage

Andrew argues that the district court erred by determining the value of the mortgage on the Dayton property as of the date of valuation. He contends that, after the valuation date, marital funds were used to pay down the mortgage, and that the district court therefore should have adjusted the valuation date to either the date of trial or the date of refinancing to accurately reflect the reduction in the mortgage. Whitney responds that Andrew asked for an adjustment to the valuation date only on posttrial motions and failed to request or establish a basis for changing the valuation date at trial.

A district court must value marital assets for the purpose of division between the parties as of the day of the initially scheduled prehearing settlement conference unless a different date is agreed to by the parties or the district court makes findings as to why another date is fair and equitable. Minn. Stat § 518.58, subd. 1. A district court should make findings to support the use of a valuation date other than the date of the initially scheduled prehearing conference. *Grigsby*, 648 N.W.2d at 720. If there is a substantial change in the value of an asset between the original date of valuation and the distribution of the asset, the court *may* adjust the valuation of that asset to achieve equitable distribution. *Bender v. Bender*, 671 N.W.2d 602, 606 (Minn. App. 2003), *rev. denied* (Minn. Jan. 28, 2004).

Here, the district court used the valuation date of the initially scheduled prehearing conference as contemplated by statute. *See* Minn. Stat § 518.58, subd. 1. The parties did not agree to another date nor did the district court make findings that a different date was fair and equitable. Although a district court may adjust a value of an asset when there has been a substantial change since the valuation date, it is not required to do so. Broad deference is afforded to the district court in conducting valuation and setting valuation dates. On the record here, we discern no abuse of discretion in determining the value of the mortgage as of the valuation date.

V. Motion to Reopen the Judgment

Whitney argues that the district court abused its discretion by denying her motion to reopen the judgment, which, at the time of Whitney's motion, was the original J&D.[4] Whitney brought her motion under Minnesota Statutes section 518.145, subdivision 2(1) and (5), on the grounds of "mistake, inadvertence, surprise, or excusable neglect" and because the district court's original J&D was, in part, inequitable and should no longer have prospective application. As part of her motion, Whitney requested relief including

[4] The supreme court has stated that that "[t]he sole relief from the judgment and decree lies in meeting the requirements of Minn. Stat. § 518.145, subd. 2." *Shirk v. Shirk*, 561 N.W.2d 519, 522 (Minn. 1997); *see Pooley v. Pooley*, 979 N.W.2d 867, 876 (Minn. 2022) (quoting this aspect of *Shirk*). Because Minnesota Statutes section 518.145, subdivision 2, provides the "sole" vehicle for relief from a "judgment and decree," it is at least arguable that the "judgment and decree" for which section 518.145, subdivision 2, provides the "sole" vehicle for relief is a judgment and decree that is otherwise final. If a motion for amended findings or a new trial is available, it is at least arguable that any then-existing judgment is not yet final. For purposes of this appeal, however, we will assume that a motion for relief under section 518.145, subdivision 2, is viable despite the simultaneous availability of a motion for a new trial or amended findings (or both).

vacating the original J&D, allowing her up to 12 months to satisfy Andrew's marital lien, and not requiring her to pay the mortgage or the masonry company as part of refinancing. In its order, the district court outlined Whitney's requests for relief and denied them "as the [c]ourt has denied her motion to amend the [c]ourt['s] findings of fact, conclusions of law and order."

A district court's decision not to reopen a dissolution judgment and decree under Minnesota Statutes section 518.145, subdivision 2, "will not be disturbed absent an abuse of discretion." *Kornberg v. Kornberg*, 542 N.W.2d 379, 386 (Minn. 1996). "For the purposes of reopening a dissolution judgment, the moving party bears the burden of proof." *Haefele v. Haefele*, 621 N.W.2d 758, 765 (Minn. App. 2001), *rev. denied* (Minn. Feb. 21, 2001). "The moving party must prove at least one of the statutory grounds for vacating by a preponderance of the evidence." *Knapp v. Knapp*, 883 N.W.2d 833, 835 (Minn. App. 2016), *rev. denied* (Minn. Sept. 27, 2016). Circumstances meeting the requirements of Minnesota Statutes section 518.145 "must be demonstrated in order to obtain relief from a judgment and decree of dissolution." *Shirk*, 561 N.W.2d at 523. The Minnesota Supreme Court has stated that courts should not vacate dissolution judgments "to address inadequacies and unfairness" unless the circumstances meet "the statutory requirements." *Id.* at 522-23.

Whitney argues that the district court erred by not making any findings specific to her motion to reopen the judgment.

First, we are not convinced that the district court made no findings relative to Whitney's motion to reopen the judgment. There was substantial overlap between

Whitney's posttrial motion for amended findings and/or a new trial and her motion to reopen the judgment. The district court addressed both motions in the same order and explicitly referenced its determination regarding Whitney's motion for amended findings and/or a new trial in denying the motion to reopen.

Second, to the extent there is some lack of findings, a district court does not need to make findings of fact explaining its decision "where the record is reasonably clear." *Roberson v. Roberson*, 206 N.W.2d 347, 348 (Minn. 1973). Our review of the record assures us that the district court properly determined that Whitney failed to establish grounds to reopen the judgment. *Cf.* Minn. R. Civ. P. 61 (requiring harmless error to be ignored).

A district court may reopen a judgment and decree on a showing of "mistake, inadvertence, surprise, or excusable neglect." Minn. Stat. § 518.145, subd. 2(1). Minnesota Statutes section 518.145, subdivision 2(5), applies when there is injustice in the prospective application of a divorce decree "due to the development of circumstances substantially altering the information on a topic that was accepted earlier, when the subject was addressed in a marital-termination agreement and in an ensuing judgment." *Harding v. Harding*, 620 N.W.2d 920, 924 (Minn. App. 2001), *rev. denied* (Minn. Apr. 17, 2001). Subdivision 2(5) "is not a catchall provision." *Id.* Instead, the party seeking to reopen a dissolution judgment "must present more than merely a new set of circumstances or an unforeseen change of a known circumstance to reopen a judgment and decree." *Thompson v. Thompson*, 739 N.W.2d 424, 430-31 (Minn. App. 2007).

Whitney seems to assert that the statutory grounds were satisfied because new events required her to spend more time refinancing and paying back third-party creditors, Andrew's withdrawals from the business accounts prior to the original J&D constituted misconduct, and the district court's directives for business tax filing require clarification. But Whitney does not connect any of the evidence to any statutory ground. Therefore, because the burden was on Whitney to show that relief under Minnesota Statutes section 518.145, subdivision 2, was appropriate, the record supports the district court's denial of Whitney's motion to reopen.

In sum, we affirm in part, reverse in part, and remand. Specifically, on remand, the district court should (1) address the error caused by the amended J&D's unexplained shift of the $91,254.79 in proceeds from the sale of the Park Avenue lot and the associated remainder sum from marital property to Andrew's nonmarital property, (2) correct the double counting of the $220,000 cash gift, (3) reconsider the allocation to Andrew of the $32,000 that was held in trust by K.K. and that was split evenly between the parties before trial, and (4) to the extent made necessary by its ruling on remand, make appropriate adjustments in the judgment's division of the parties' marital property. The district court has discretion to reopen the record for additional evidence as it deems necessary. This remand does not affect the dissolution of the parties' marriage or any other provision of the amended J&D herein affirmed.

Affirmed in part, reversed in part, and remanded.