

*This opinion is nonprecedential except as provided by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
A22-0636**

In re the Marriage of:

Beverly Denise Kossack, petitioner,
Appellant,

vs.

Kenneth Joseph Kossack,
Respondent.

**Filed July 10, 2023
Affirmed; motion granted in part
Jesson, Judge**

Dakota County District Court
File No. 19AV-FA-10-4315

Julie K. Seymour, Laura June, Seymour Family Law, Lakeville, Minnesota (for appellant)

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Considered and decided by Jesson, Presiding Judge; Smith, Tracy, M., Judge; and
Bryan, Judge.

NONPRECEDENTIAL OPINION

JESSON, Judge

After over 21 years of marriage and three children together, appellant Beverly Denise Kossack and respondent Kenneth Joseph Kossack's marriage was dissolved by the district court in 2012 through a stipulated judgment. Nearly ten years later, the district court granted Kenneth's request to modify his spousal-maintenance obligation, due to

Beverly's increased income, and it made the modification retroactive to August 2020. It also amended Beverly and Kenneth's 2012 dissolution decree to include a conclusion of law allocating the children's uninsured and unreimbursed medical expenses. Beverly appeals.

Beverly argues that the district court abused its discretion by reducing Kenneth's spousal-maintenance obligation and by retroactively applying that modification to his July 2020 motion because the motion did not include a hearing date. Further, Beverly contends that the district court erred by amending the 2012 dissolution decree to include a conclusion of law on the disbursement of the children's uninsured and unreimbursed medical expenses. Because Kenneth's reduced spousal-maintenance obligation is reasonable, given Beverly's nearly doubled income, and Kenneth's July 2020 motion was properly pending with the district court, the court acted within its discretion by reducing the spousal-maintenance award and making it retroactive to August 2020. And because there was a clerical error in the 2012 dissolution decree when a finding of fact did not have an accompanying conclusion of law, the district court did not err by amending the decree to fill that gap. Accordingly, we affirm.

FACTS

In fall 2012, Beverly and Kenneth's marriage was dissolved pursuant to a stipulated judgment. We call this judgment the 2012 dissolution decree. In relevant part, the decree's finding of facts stated that Kenneth's salary was \$185,000 annually with an average annual bonus of \$40,000. The district court then calculated Kenneth's monthly income at \$16,250. Beverly's part-time salary was listed as \$30,000 annually, and the court determined her

monthly income to be \$2,500. Based on their respective incomes, the district court awarded Beverly spousal maintenance of \$4,300 monthly along with 50% of Kenneth's annual bonus, which was approximately an additional \$1,667 monthly. And it determined that Kenneth's child-support obligation was \$1,536 monthly, which would decrease to \$1,060 at the emancipation of one child and terminate altogether at the emancipation of both children.¹ Additionally, the decree found that "[b]asic child support and reimbursement of the uninsured and unreimbursed medical and dental costs will be . . . established pursuant to the Minnesota Child Support Guidelines Calculator." But the district court did not make any conclusions of law as to what Kenneth and Beverly's obligations were for these uninsured and unreimbursed medical costs.

In the eight years following the dissolution decree, Beverly began working full-time and Kenneth withheld some money from his spousal-maintenance and child-support payments by making deductions for various expenses, such as the children's medical costs. Additionally, Kenneth's spousal-maintenance obligation was increased in 2019 to about \$4,770, an approximately 10.9% increase, as the result of a cost-of-living adjustment. But Kenneth's child-support obligation terminated in 2019 when Beverly and Kenneth's youngest child emancipated. All these events culminated in a series of motions by Kenneth and Beverly to the district court.

¹ Although Beverly and Kenneth had three children, one was already emancipated at the time of the 2012 dissolution decree. As such, that child was not included in the district court's child-support determination.

Spousal Maintenance

In July 2020, Kenneth filed a motion to terminate or modify his spousal-maintenance obligation. Kenneth explained that his request for a modified or terminated spousal-maintenance obligation was due to Beverly's increase in annual income, which had "almost doubled" since the 2012 dissolution decree. Subsequently, Beverly filed a motion to order Kenneth to pay about \$26,868 in withheld spousal-maintenance and child-support payments.

Retroactivity of Spousal-Maintenance Modification

Kenneth's July 2020 motion did not include a date for a motion hearing. But in October 2020, Kenneth received a date for a motion hearing and amended his initial motion to include the scheduled hearing date.

The district court held a hearing on both motions. And in March 2021, the district court ordered Beverly and Kenneth to participate in mediation to resolve their respective requests for modification or termination of the spousal-maintenance award and reimbursement of unpaid spousal-maintenance and child-support payments. The district court also noted that Kenneth's July 2020 motion was properly pending, even though it originally did not include a hearing date, because the COVID-19 pandemic court policies allowed a shell motion until court staff could schedule a hearing on that motion.

The parties attended mediation. It was unsuccessful. Accordingly, Beverly and Kenneth renewed their respective requests for reimbursement and modification or termination of the spousal-maintenance award.

Amendment to the 2012 Dissolution Decree

Kenneth also requested that the district court amend the 2012 dissolution decree to correct a clerical error—a finding of fact relating to the allocation of the uninsured and unreimbursed medical expenses of their children was missing a conclusion of law that would explain the precise allocation of those expenses between Beverly and himself.

District Court's Order

In March 2022, the district court modified the spousal-maintenance award, concluding that Kenneth's new spousal-maintenance obligation is \$3,900 per month, with 0% of his annual bonus income, which was made retroactive to August 2020, due to Kenneth's properly filed July 2020 motion. Further, it found that Kenneth had been overpaying his obligation since the retroactive date and permitted Kenneth to deduct that overpayment from his spousal-maintenance payments until it is reconciled. The district court also concluded that the omission of a conclusion of law in the 2012 dissolution decree was a clerical error and amended the dissolution to include a conclusion of law that allocated the uninsured and unreimbursed medical costs for the children between Kenneth and Beverly as 64% to Kenneth and 36% to Beverly.

Beverly appeals.

DECISION

I. The district court acted within its discretion by reducing Kenneth's spousal-maintenance obligation.

Beverly argues that the district court abused its discretion in reducing Kenneth's spousal-maintenance obligation because it miscalculated her budget at the time of divorce.

Specifically, Beverly maintains that the district court arrived at a number that was not supported by the adopted formula to determine her budget, and it failed to consider her tax obligations and the child-support payments when calculating her monthly budget.²

In reviewing the district court’s grant of a modification of spousal maintenance, we apply an abuse-of-discretion standard of review. *Madden v. Madden*, 923 N.W.2d 688, 696 (Minn. App. 2019). “A district court abuses its discretion in making such a decision if it makes findings of fact that are not supported by the record, misapplies the law, or resolves the matter in a manner that is contrary to logic and the facts on record.” *Id.* We do not set aside a district court’s determination of income for spousal-maintenance purposes unless it is clearly erroneous. *See Sinda v. Sinda*, 949 N.W.2d 170, 175 (Minn. App. 2020) (holding that findings of fact are clearly erroneous when they are manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole).

Here, the district court acted within its discretion by modifying the spousal-maintenance award. As an initial consideration, a district court may only modify

² Beverly also argues that the district court inaccurately calculated her ability to invest and her available cash reserves when determining her budget for the spousal-maintenance-modification calculation. Even if this were true, this error is harmless. The district court found that Beverly’s reserves from the divorce were approximately \$100,000 and stated that a \$25,000 cash-reserve balance was reasonable, leaving \$75,000 for investment, which would add \$250 to her monthly income. But the district court did not add any investment income to Beverly’s monthly income. Rather, the district court still found Beverly’s monthly income to be about \$5,000, which was the same monthly income Beverly disclosed in an affidavit to the court and at the motion hearing. As a result, we do not reach the issue of whether investment income should have been considered by the district court in its determination of the modified spousal-maintenance award.

spousal maintenance when there is a substantial change of circumstances since the last time maintenance was modified or, if it has not been modified, since the maintenance was originally set. *Youker v. Youker*, 661 N.W.2d 266, 269 (Minn. App. 2003), *rev. denied* (Minn. Aug. 5, 2003). A substantial change of circumstance justifying modification includes (1) “substantially increased or decreased gross income of an . . . obligee” that (2) makes the existing spousal-maintenance award unreasonable or unfair. Minn. Stat. § 518A.39, subd. 2(a)(1) (2022). In 2012, Beverly’s part-time income was \$30,000 annually. But as of 2020, Beverly’s full-time income was approximately \$60,000 annually. The record supports the district court’s ruling that there was a substantial change in circumstances from Beverly’s—the obligee’s—doubled gross income since the 2012 dissolution decree.³

Because there was a substantial change in circumstances that made the existing spousal-maintenance award unreasonable and unfair, we turn to whether the district court abused its discretion in its modification of the spousal-maintenance award to \$3,900 with none of Kenneth’s annual bonus, a reduction from the ordered \$4,300 in 2012—adjusted to about \$4,770 in 2019—with 50% of Kenneth’s annual bonus. In determining the amount of the modified spousal-maintenance award, the district court is to consider all eight statutory factors that apply to the initial award of spousal maintenance, as they exist at the

³ For the first time at oral argument, Beverly asserted that there was not a significant change in circumstances that warranted a modification of the spousal-maintenance award. Beverly did not include this argument in her brief or before the district court. As a result, this argument is forfeited. *Thiele v. Stich*, 425 N.W.2d 580, 583 (Minn. 1988) (explaining that an appellate court generally will not consider matters not argued to and considered by the district court). But we address it here anyway.

time of the modification motion. *Madden*, 923 N.W.2d at 696; *see* Minn. Stat. § 518.552, subd. 2(a)-(h) (2022) (listing the eight factors for consideration when determining a spousal-maintenance amount). The eight factors include:

1. The financial resources of the party seeking maintenance, including child-support payments;
2. The time necessary to acquire sufficient education or training to enable the party seeking maintenance to find appropriate employment;
3. The standard of living established during the marriage;
4. The duration of the marriage;
5. The loss of earnings, seniority, retirement benefits, and other employment opportunities forgone by the spouse seeking maintenance;
6. The age and the physical and emotional condition of the spouse seeking maintenance;
7. The ability of the spouse from whom maintenance is sought to meet their own needs while meeting those of the spouse seeking maintenance; and
8. The contributions of each party to the value of the marital property.

Minn. Stat. § 518.552, subd. 2(a)-(h).

In its March 2022 order, the district court analyzed all eight factors and concluded that, when balancing the financial needs of obligee Beverly and the ability to pay of obligor Kenneth, the factors weighed in favor of reducing Kenneth's spousal-maintenance obligation over terminating his spousal-maintenance obligation entirely. Specifically, the district court found that (1) Beverly's financial resources, with her increased monthly

income, are still less than her budget and warrant continued spousal maintenance; (2) Beverly has improved her financial situation and no longer needs as much spousal maintenance as she did at the time of the 2012 dissolution decree; (3) Beverly and Kenneth had a high standard of living during their marriage, which supports ongoing spousal maintenance from Kenneth; (4) even though Beverly worked part-time for the duration of the marriage, she has since moved to full-time employment, which has improved her financial position and placed her in a better position to be self-supporting; (5) although Beverly made sacrifices during her marriage to Kenneth, she has since acquired gainful employment; (6) given Beverly's age, she has less than a decade to work and continue saving for retirement; (7) Kenneth does not challenge his ability to pay monthly spousal maintenance; and (8) the contributions of the parties since the 2012 dissolution decree remain unchanged. The record supports the district court's weighing of these factors. Accordingly, the court did not abuse its discretion in its determination to reduce Kenneth's spousal-maintenance obligation.

Turning to the district court's calculation of Beverly's budget, each party advocated for the application of a different budget—Kenneth asserted that Beverly's monthly budget should be about \$7,500 and Beverly argued that her budget is about \$10,800. Because the 2012 dissolution decree did not provide the basis at which the district court arrived at Beverly's budget, the district court here determined that the best method to calculate Beverly's 2020 budget would be to add:

- (1) her 2012 imputed income;
- (2) her 2012 spousal-maintenance award; and

(3) a percentage increase for the cost-of-living adjustment.

The district court excluded child-support payments from Beverly's budget because the modification factors—which include financial resources like child support—are considered *as they exist at the time of the modification motion*. *Madden*, 923 N.W.2d at 696; *see* Minn. Stat. § 518.552, subd. 2(a). And because all Beverly and Kenneth's children were emancipated by 2020, this exclusion was reasonable.

The district court then determined that Beverly's monthly budget necessary to maintain her marital standard of living was \$8,900.⁴ The court arrived at this budget after considering both Kenneth and Beverly's proposed budgets—which ranged between \$7,500 and \$10,800—and the three figures listed above. The district court does not explicitly explain, given its adopted formula, how it arrived at \$8,900 for Beverly's budget. But, given that this budget is within the range of advocated budgets, it is reasonable and was within the district court's discretion to order.

Still, Beverly contends that the district court abused its discretion in calculating her budget because, given her income and 2012 spousal-maintenance award, the calculation does not precisely add up to \$8,900. But even if the district court's calculations do not precisely match the formula it set out, it does not mean the district court abused its discretion in determining Beverly's budget. Because the budget (1) is close to an

⁴ Adopting the formula provided by the district court, Beverly's monthly budget for 2020 would be approximately \$8,937—about \$37 more than the district court's calculation—utilizing the figures in the record of Beverly's 2012 income of \$2,500, her spousal-maintenance award of \$4,770, which includes the 10.9% cost-of-living adjustment, and \$1,667 from Kenneth's bonus.

application of the reasonable formula, (2) is reasonably within the confines of both Kenneth and Beverly's purported budgets, and (3) was reduced by a fair and reasonable value given Beverly's nearly doubled monthly salary, the district court did not clearly err in arriving at \$8,900 for Beverly's budget. Correspondingly, the modified spousal maintenance of \$3,900—which is Beverly's monthly award after the subtraction of her 2020 income of \$5,000 from her budget—was within the district court's discretion to award.

Further, Beverly argues that because the district court did not apply a 16% income tax rate and did not add child-support payments to her monthly budget, it abused its discretion. But Beverly did not argue for the application of a 16% tax rate before the district court. And it appears the district court, similar to the 2012 dissolution decree, used before-tax figures. Consequently, we do not reach this argument. *See Annis v. Annis*, 84 N.W.2d 256, 261 (Minn. 1957) (stating that litigants are bound on appeal by the theory or theories upon which the action was actually tried below); *see also Thiele*, 425 N.W.2d at 582.

Nor are we persuaded by Beverly's argument regarding child support being a part of her budget calculation. Although Minnesota Statutes section 518.552, subdivision 2(a), states that the district court is to consider child-support payments as one of its factors for determining a just spousal-maintenance amount, nowhere does the statute require the court to include that specific amount when calculating a budget. Rather, the district court is to consider any additional income a parent may be receiving when considering their financial resources. The district court did so here.

In sum, the district court acted within its discretion in modifying Kenneth's spousal-maintenance obligation to \$3,900, because the record supports its findings that Beverly had an increase in income that would be considered a substantial change in circumstances that made the existing spousal maintenance unreasonable and unfair, and the reduced amount is not against logic or the facts in the record.

II. The district court acted within its discretion by making the modified spousal-maintenance award retroactive to August 2020.

Beverly asserts, in the alternative, that if the district court acted within its discretion by modifying Kenneth's spousal-maintenance obligation, then the modification's retroactive date was not within that discretion. She contends that the retroactive date should be December 2021, not August 2020, because Kenneth's July 2020 motion was no longer pending when the district court heard motion arguments in December 2021 and Kenneth's renewed motion should govern.

We apply an abuse-of-discretion standard of review for the retroactive application of a spousal-maintenance modification, as long as the statutory conditions surrounding retroactive application are met. *Kemp v. Kemp*, 608 N.W.2d 916, 920 (Minn. App. 2000); *see also Sinda*, 949 N.W.2d at 181 (stating that an appellate court "review[s] the district court's decisions regarding retroactivity for an abuse of discretion).

Minnesota Statutes section 518A.39, subdivision 2(f) (2022), governs the procedure for spousal-maintenance modifications and addresses when a spousal-maintenance modification may be made retroactive. Specifically, this section states:

A modification of support or maintenance, including interest that accrued pursuant to section 548.091, *may be made*

retroactive only with respect to any period during which the petitioning party has pending a motion for modification but only from the date of service of notice of the motion on the responding party and on the public authority if public assistance is being furnished or the county attorney is the attorney of record, unless the court adopts an alternative effective date under paragraph (l).

Minn. Stat. § 518A.39, subd. 2(f) (emphasis added).

Here, the district court did not abuse its discretion by setting the retroactive date of the modified spousal-maintenance award to Kenneth’s first motion for modification in July 2020. This motion was properly brought and provided notice to Beverly of Kenneth’s request. Although this motion lacked a hearing date at the time of filing, rule 303.01 of Minnesota’s General Rules of Practice—which explains the expectations for scheduling motions and giving notice to other parties—supports the district court’s ruling that this motion was still properly brought. Rule 303.01(b) states that the notice of motion “shall state . . . the date, time, and place of the hearing,” and rule 303.01(a) states that “a party who obtains a date and time for hearing a motion shall *promptly* give written notice of the hearing date and time.” Minn. R. Gen. Prac. 303.01(a)-(b) (emphasis added). And Kenneth provided the date for the hearing as promptly as he could given the COVID-19 pandemic court policies in place at the time of the filing of the motion, which required parties to first file their motion for relief and thereafter be assigned a date and time by court administration for their motion to be heard.

Still, Beverly contends that the retroactive date should be December 2021, because the district court’s March 2021 order implicitly denied the July 2020 motion because it failed to address and reserve it, citing *Anderson v. Anderson*. 897 N.W.2d 828, 832

(Minn. App. 2017) (explaining that “a district court’s failure to specifically address *or* reserve a motion constitutes a denial of that motion” (emphasis added)), *rev. granted* (Minn. Aug. 22, 2017) *and appeal dismissed* (Minn. Jan. 30, 2018). This argument fails for two reasons. First, the March 2021 order specifically addressed Kenneth’s July 2020 motion when it stated:

Despite not including a date and time for the Court to hear oral arguments in [Kenneth’s] July . . . Motion, there was nonetheless, a motion pending before the Court—which was filed with the Court in accordance with Dakota County Court Administration’s practice in light of the COVID-19 global pandemic.

And second, the district court ordered the parties to mediate on their motions, instead of ruling on them, which distinguishes *Anderson* from this case.

In sum, the district court did not abuse its discretion in making the spousal-maintenance modification retroactive to August 2020 because Kenneth’s July 2020 motion was properly brought, and the district court’s March 2021 order did not implicitly deny the July 2020 motion when it ordered the parties to participate in mediation.

III. The district court did not err by amending the 2012 dissolution decree to include a conclusion of law on the allocation of the children’s uninsured and unreimbursed medical expenses.

Finally, Beverly contends that the district court erred by (1) determining that the omission in the 2012 dissolution decree of a conclusion of law on the allocation of the children’s uninsured and unreimbursed medical costs was a clerical error and (2) by adding a conclusion of law to the 2012 dissolution decree because it is “not apparent upon the face

of the record” that the parties intended to split their children’s uninsured and unreimbursed medical costs.⁵ See *Wilson v. City of Fergus Falls*, 232 N.W. 322, 323 (Minn. 1930).

Generally, we review de novo whether a district court has the statutory authority to amend a dissolution decree. See *Pooley v. Pooley*, 979 N.W.2d 867, 874-76 (Minn. 2022) (allowing a district court to amend a dissolution decree as long as it is not to change what has been decreed but rather to decide what was left undecided). In similar fashion, clerical errors in a district court order, pursuant to rule 60.01 of the Minnesota Rules of Civil Procedure, are reviewed de novo. *Brazinsky v. Brazinsky*, 610 N.W.2d 707, 710 (Minn. App. 2000) (“Questions of civil procedure are issues of law upon which [appellate courts] owe[] no deference to the district court’s decision.”). Because the lack of a conclusion of law to coincide with a finding of fact does not “change what has been decreed” and appears to be a clerical error, we review the district court’s amendment to the 2012 dissolution decree de novo.

Based on this de novo review, we conclude that the district court did not err in amending the 2012 dissolution decree to include a conclusion of law that coincides with the finding of fact regarding the uninsured and unreimbursed medical costs of Beverly and Kenneth’s children. The record supports that its exclusion was a clerical error.

⁵ Beverly also argues that rule 60.02 of the Minnesota Rules of Civil Procedure governs the mistake in the 2012 dissolution decree—not rule 60.01 for clerical errors—because it was attorney error. And consequently, the parties are time-barred from seeking correction of this mistake because rule 60.02 only allows motions to correct mistakes within one year of the judgment. This argument fails. Rule 60.02 expressly states that it does not apply to marriage dissolution decrees. And although Minnesota Statutes section 518.145 (2022) provides an avenue to relief in family law analogous to rule 60.02, Beverly did not invoke this statute. Accordingly, we do not address what relief, if any, it may allow here.

A clerical error in a judgment is defined in rule 60.01 of the Minnesota Rules of Civil Procedure as an oversight or omission, and the rule grants the district court the authority to correct the clerical error at *any time* at its own initiative. And Minnesota Statutes section 518A.41, subdivision 5(a) (2012),⁶ regarding child support and unreimbursed and uninsured medical expenses, states:

Unless otherwise agreed to by the parties and approved by the court, the court *must order* that the cost of health care coverage and all unreimbursed and uninsured medical expenses under the health plan be divided between the obligor and obligee based on their proportionate share of the parties' combined monthly [parental income for determining child support (PICS)].

(Emphasis added.) The 2012 dissolution decree has a finding of fact that states “[b]asic child support and reimbursement of the uninsured and unreimbursed medical and dental costs will be . . . established pursuant to the Minnesota Child Support Guidelines Calculator,” which is analogous to PICS. Accordingly, because the statute requires the district court to order the cost of the uninsured and unreimbursed medical expenses per a PICS allocation and the 2012 dissolution decree shows Beverly and Kenneth’s intent to do just that, the lack of the conclusion of law explaining that allocation appears to be an accidental omission. The district court has the authority to correct this omission here.

Still, Beverly argues that the district court’s consideration of a PICS worksheet that Kenneth provided before the December 2021 hearing was in error because the worksheet was not part of the 2012 dissolution decree. We are not persuaded. The parties do not

⁶ The 2012 statute applies to this dispute because the judgment was entered in 2012. But there have been no amendments to this statute section’s subdivision since 2012.

dispute the values used within the PICS worksheet. Thus, it is not clear that any error that may have occurred was prejudicial. *See* Minn. R. Civ. P. 61 (requiring harmless error to be ignored); *Goldman v. Greenwood*, 748 N.W.2d 279, 285 (Minn. 2008) (applying rule 61 in a family law appeal); *see also Katz v. Katz*, 408 N.W.2d 835, 839 (Minn. 1987) (noting that appellate courts will not reverse a district court if it reached an affirmable result for the wrong reasons). As such, Beverly has not shown that the district court’s allocation of the children’s uninsured and unreimbursed medical expenses of 64% for Kenneth and 36% for Beverly, per the PICS worksheet, was done in error.

Overall, the district court did not err in amending the 2012 dissolution decree because, given the finding of fact in the decree and the statute then in effect on this issue, the omission of the allocation of uninsured and unreimbursed medical expenses was a clerical error that the district court had the authority to correct.

IV. Kenneth’s motion to strike is granted in part.

In April 2023, Kenneth filed a motion to strike portions of Beverly’s appellate briefs. He argues that her briefs make factual allegations that are not part of the record on appeal, contain new arguments never presented to the district court, and include documents that were not filed with the district court and are thus not part of the record on appeal. We address each contested part of Beverly’s brief in turn.

Beverly’s Principal Brief and Reply Brief’s Footnotes

Kenneth asserts that in two footnotes—footnote one from Beverly’s principal brief and footnote one from her reply brief—Beverly’s characterization of the transcribed “unreportable crosstalk” from the December 2021 motion hearing should be stricken.

The Minnesota Rules of Civil Appellate Procedure govern this issue. Rule 110.03 summarizes the process the parties must adhere to if there is a statement of the proceedings when no report was made or when the transcript is unavailable. The “unreportable crosstalk” transcribed within the December 2021 motion hearing fits into this category. This rule allows the appellant to prepare a statement of the proceedings from their recollection, but only if they complete the following steps: file the original proposed statement with the district court administrator and the clerk of the appellate courts, serve a copy on the respondent to allow for objections or proposed amendments, and provide the district court with a copy to approve or modify. Minn. R. Civ. App. P. 110.03. Only a statement approved by the district court may be included in the record.

Because Beverly did not follow rule 110.03’s procedure in her recollection of the “unreportable crosstalk” included in her footnotes, it is not part of the record and therefore it is not appropriately part of her briefs. Accordingly, we strike the two footnotes.

Beverly’s Addendum Letter and Principal Brief Argument

Kenneth contends that the letter in Beverly’s addendum was not filed with the district court, should not be a part of the appellate record, and the corresponding portions of her principal brief should be stricken as well. We do not need to address Kenneth’s motion regarding these parts of Beverly’s brief and addendum because neither the letter nor her corresponding argument includes information that the appellate record did not

otherwise contain—such as the settlement conference date, which is included in the 2012 dissolution decree.

In sum, because the spousal-maintenance modification was reasonable and the July 2020 motion was properly pending with the district court, the district court acted within its discretion in reducing Kenneth’s spousal-maintenance obligation and making it retroactive to August 2020. And because there was a clerical error in the 2012 dissolution decree, the district court did not err in amending the decree to include an omitted conclusion of law on the allocation of the children’s uninsured and unreimbursed medical expenses. Finally, because Beverly did not follow appellate procedure in her briefs’ statements regarding the “unreportable crosstalk” at the motion hearing, we grant Kenneth’s motion to strike these footnotes. But we deny Kenneth’s motion to strike the other portions of Beverly’s brief because it is unnecessary.

Affirmed; motion granted in part.