

*This opinion is nonprecedential except as provided by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
A22-1148**

In re the Marriage of:
Amanda Leigh Davis Floyd, petitioner,
Appellant,

vs.

Michael Scott Floyd,
Respondent.

**Filed May 15, 2023
Affirmed
Frisch, Judge**

Washington County District Court
File No. 82-FA-18-4494

Michael D. Dittberner, Linder, Dittberner & McSweeney, Ltd., Edina, Minnesota (for appellant)

Michael P. Boulette, Seungwon R. Chung, O. Joseph Balthazor, Jr., Taft Stettinius & Hollister LLP, Minneapolis, Minnesota (for respondent)

Considered and decided by Frisch, Presiding Judge; Bjorkman, Judge; and Jesson, Judge.

NONPRECEDENTIAL OPINION

FRISCH, Judge

Appellant-mother challenges the district court's order terminating her spousal maintenance award upon her remarriage. Cross-appellant-father challenges the district court's above-guidelines child-support order and award of need-based attorney fees to

mother. Because the parties did not expressly waive the right to terminate spousal maintenance upon remarriage, and the district court did not abuse its discretion in awarding child support and attorney fees, we affirm.

FACTS

In January 2000, appellant-mother Amanda Leigh Davis and cross-appellant-father Michael Scott Floyd married.¹ They had three children during their marriage. In 2018, the parties petitioned for dissolution of the marriage. In June 2019, mother and father engaged in a moderated settlement conference. At the end of the settlement conference, the parties read stipulated terms into the record. In November 2019, the district court entered a stipulated judgment and decree. The stipulated judgment and decree provided that father would pay mother spousal maintenance of \$9,000 per month from July 1, 2019 through June 30, 2025, and \$7,000 per month from July 1, 2025 through June 30, 2034. In July 2021, mother remarried. In December, father stopped paying maintenance.

In January 2022, mother served father with notice of a cost-of-living adjustment (COLA). Father moved to deny the COLA because spousal maintenance terminated upon mother's remarriage. Father also moved for reimbursement of spousal-maintenance overpayment. Mother moved to modify child support if spousal maintenance was terminated and later moved for attorney fees. The district court denied mother's request

¹ We refer to appellant-mother by the name used in her brief: Amanda Leigh Davis. We also note that the issues on appeal concern the parties in their capacities as husband and wife and mother and father. We refer to appellant as "mother" and respondent as "father."

for a COLA, terminated spousal maintenance, increased father's child-support obligation, and awarded mother need-based attorney fees.

Mother appealed and father filed a notice of related appeal.

DECISION

Mother argues that the district court erred by terminating spousal maintenance because the parties waived rights to modify the duration or amount of spousal maintenance. Alternatively, mother argues that the district court erred by declining to modify the judgment and decree as a clerical error under Minn. R. Civ. P. 60.01. In his related appeal, father argues that the district court abused its discretion in ordering above-guidelines child support in an amount greater than the needs of the children and in awarding mother need-based attorney fees. We address each argument in turn.

I. The district court did not err by terminating spousal maintenance.

Mother argues that the district court erred by terminating spousal maintenance because the parties agreed in the judgment and decree or otherwise in writing to waive the statutory right to terminate spousal maintenance upon remarriage. Alternatively, mother argues that the district court could modify the judgment and decree as a correction of a clerical error pursuant to Minn. R. Civ. P. 60.01. We address each argument in turn.

A. The parties did not expressly waive the right to terminate spousal maintenance upon remarriage.

Minnesota law provides for the termination of spousal maintenance upon remarriage of the party receiving maintenance. “Unless otherwise agreed in writing or expressly provided in the decree, the obligation to pay future maintenance is terminated upon the

death of either party or the remarriage of the party receiving maintenance.” Minn. Stat. § 518A.39, subd. 3 (2022). As provided in the statute, this right may be waived. A waiver of the right to terminate spousal maintenance upon remarriage must be made by a clear written expression appearing affirmatively in the judgment and decree or otherwise in writing. *See Gunderson v. Gunderson*, 408 N.W.2d 852, 853-54 (Minn. 1987) (reasoning that the statutory predecessor to Minn. Stat. § 518A.39, subd. 3, which contained the same language as the current statute, unambiguously required an affirmative expression of a waiver of the right to terminate spousal maintenance upon remarriage). This requirement may be met by “clear written expressions of the parties’ intention in this regard as ascertained from their agreement as a whole.” *Telma v. Telma*, 474 N.W.2d 322, 323 (Minn. 1991) (reasoning that an unequivocal waiver and other language in the judgment and decree accounting for the termination of spousal maintenance upon events other than the remarriage of a spouse showed that the agreement included a waiver of the right to terminate spousal maintenance upon remarriage). But a waiver of a statutory right must be clear and may not be inferred. *See Keating v. Keating*, 444 N.W.2d 605, 607-08 (Minn. App. 1989) (stating that it is “not appropriate to infer waiver in the absence of a clear intent to waive a statutorily conferred right”), *rev. denied* (Minn. Oct. 25, 1989).

We consider a stipulated judgment and decree dissolving a marriage to be similar to a contract for purposes of construction. *Nelson v. Nelson*, 806 N.W.2d 870, 872 (Minn. App. 2011). Whether a stipulated judgment and decree is ambiguous is a question of law that we review de novo. *Id.* If the language of the stipulated judgment and decree is ambiguous, its meaning is a question of fact that we review for clear error. *Tarlan v.*

Sorenson, 702 N.W.2d 915, 919 (Minn. App. 2005). We give the language in the stipulated judgment and decree its plain and ordinary meaning. *Nelson*, 806 N.W.2d at 872. And 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).

The judgment and decree contains the following language:

Pursuant to the provisions of Minnesota Statutes section 518.552, subdivision 5, and consistent with the “Karon waiver” provisions of *Karon v. Karon*, 435 N.W.2d 501 (Minn. 1989), *both parties hereby waive their right to bring spousal maintenance modification motions to modify the amount or duration of spousal maintenance as set forth herein.*

(Emphasis added.) Such language is often referenced as a *Karon* waiver. *See* Minn. Stat. §§ 518A.39, subd. 1 (granting a court authority to modify an order for maintenance), 518.552, subd. 5 (setting forth the requirements to waive the right to modification of maintenance) (2022); *Karon v. Karon*, 435 N.W.2d 501, 503-04 (Minn. 1989) (holding such waivers to be valid); *Grachek v. Grachek*, 750 N.W.2d 328, 331 (Minn. App. 2008) (noting that “[s]uch a waiver agreement is frequently referred to as a *Karon* waiver”), *rev. denied* (Minn. Aug. 19, 2008). A *Karon* waiver does not necessarily include a waiver of the right to terminate spousal maintenance upon remarriage—a clear written expression waiving the right to terminate spousal maintenance upon remarriage is still required. *See Telma*, 474 N.W.2d at 323 (reasoning that there was a clear expression of the waiver of the right to terminate spousal maintenance where the waiver precluded the obligor from seeking “modification of his obligation to pay maintenance, either as to amount or duration

or termination” and contained other language showing an intent to waive the termination right (emphasis added)); *see also Lewis v. Frane*, No. A16-1517, 2017 WL 4341886, at *4 (Minn. App. Oct. 2, 2017) (recognizing that “the statutory right to maintenance termination upon remarriage is separate and independent from the statutory right to modification based on changed circumstances” and that “a *Karon* waiver generally is a waiver of the right to maintenance modification”); *Phillips v. LaPlante*, No. A12-1382, 2013 WL 2149906, at *7 (Minn. App. May 20, 2013) (terminating spousal maintenance upon remarriage where the judgment and decree included a *Karon* waiver), *rev. denied* (Minn. Aug. 6, 2013).²

The language in the judgment and decree is unambiguous. By its express terms, the parties waived their right to bring a specific motion seeking specific relief, namely “spousal maintenance modification motions” to “modify the amount or duration of spousal maintenance.” There is no expression of any intent to waive the right to bring a spousal maintenance *termination* motion or give up any other statutorily conferred right either party may have upon the remarriage of the other party. In other words, the language in the judgment and decree does not specifically and affirmatively waive the right to terminate spousal maintenance upon remarriage, nor does it broadly or generally waive statutory rights. *See Telma*, 474 N.W.2d at 323 (obligor waived “*any* right he may have under Minn. Stat. § 518 (sic) and applicable case law to petition this Court for modification of his obligation to pay maintenance, either as to amount or duration *or termination*” (emphasis added)).

² These nonprecedential opinions are not binding authority but cited for their persuasive value. Minn. R. Civ. App. P. 136.01, subd. 1(c).

Mother generally asserts that the termination of maintenance is a modification to the duration of maintenance and thus was expressly waived. The Minnesota Legislature has categorized modification and termination of maintenance upon remarriage of the receiving spouse as two separate and distinct things. *Compare* Minn. Stat. § 518A.39, subd. 2 (2022) (setting forth the statutory requirements governing the modification of a maintenance award), *and* Minn. Stat. § 518.552, subd. 5 (setting forth the requirements for an effective waiver of the right to seek modification of a maintenance award), *with* Minn. Stat. § 518A.39, subd. 3 (stating that maintenance terminates upon remarriage of the recipient and identifying requirements—separate from those in Minn. Stat. § 518A.39, subd. 2 and Minn. Stat. § 518.552, subd. 5—for maintenance to continue beyond the recipient’s remarriage). But even if we accept the idea that a termination of maintenance is a type of modification of the maintenance award’s duration, and therefore is arguably covered by the waiver of the right to seek to modify maintenance, we cannot avoid the fact that (a) continuing maintenance beyond the recipient’s remarriage requires satisfaction of Minn. Stat. § 518A.39, subd. 3; and (b) *this* waiver in *this* judgment and decree does not satisfy the express-statement requirement of Minn. Stat. § 518A.39, subd. 3. Further, we will not infer that the waiver of one statutory right under one provision—here, the right to move to modify the duration of maintenance under Minn. Stat. § 518A.39, subd. 1—constitutes a waiver of another statutory right—here, the right to terminate maintenance upon the recipient’s remarriage under Minn. Stat. § 518A.39, subd. 3. *See Grachek*, 750 N.W.2d at 333.

Mother also points to other language in the judgment and decree that (1) divested the district court of jurisdiction over modification; (2) acknowledged that mother would be self-supporting once mother was paid the “full” maintenance award; and (3) obligated father to carry life insurance to secure his maintenance obligation.³ Taken together, we still are not persuaded that the judgment and decree as a whole includes a clear expression of a waiver of the statutory right to terminate spousal maintenance upon remarriage.

Mother contends that distinctions between the waiver in *Lewis* and the waiver here are inconsequential. In *Lewis*, we reasoned that the parties’ agreement as a whole constituted a clear written expression to waive the right to terminate support upon remarriage of the receiving spouse. 2017 WL 4341886, at *3-5. In contrast to the waiver here, *Lewis* involved broad language divesting the district court of jurisdiction. For example, the parties in *Lewis* agreed that the district court did not have jurisdiction to modify maintenance “*regardless of any change in the parties['] circumstances*” and that “the District Court will have *no* authority or power to consider *any* matter relating to spousal maintenance between the parties.” *Id.* at *3. And the parties contemplated termination of the spousal-maintenance award on a specific date. *Id.* at *3-5. Here, by contrast, the parties agreed to divest the district court of jurisdiction to “ever modify” the maintenance award and that the district court would retain jurisdiction to enforce the award.

³ Mother also points to the fact that father continued to pay spousal maintenance for a five-month period after she remarried. We note that father’s decision to continue payments could have been motivated by reasons other than that he waived his statutory right to terminate spousal maintenance upon mother’s remarriage, such as avoiding potential consequences for nonpayment. *See* Minn. Stat. § 518A.72, subd. 1 (2022) (setting forth grounds for punishing a spouse in arrears in maintenance payments for contempt).

The language in the judgment and decree that mother would be considered self-supporting once the temporary spousal payments were made establish only the temporary nature of the award, not that maintenance would continue regardless of the statutory right of termination upon remarriage. And the life-insurance language does not indicate that the parties intended to waive the right to terminate spousal maintenance upon remarriage and instead shows only an intent to secure the spousal-maintenance award. We also note that father was permitted to periodically decrease the life-insurance benefit to reflect the “present value of *payable* spousal maintenance.” (Emphasis added.) Thus, on the whole, we do not discern that the judgment and decree sets forth an unambiguous, clear expression of intent to waive the statutory right to terminate maintenance upon remarriage.

Finally, mother argues that a transcript of the parties’ June 2019 settlement conference constitutes a clear expression waiving the termination right “otherwise . . . in writing” under Minn. Stat. § 518A.39, subd. 3. Assuming without deciding that such a transcript could constitute a “writing” under the statute, we reject this argument for two reasons.

First, the district court entered a judgment and decree based on the parties’ stipulation. And caselaw is clear that (a) a stipulation and any resulting judgment are separate instruments; (b) to the extent a district court adopts and enters a judgment on a stipulation of the spouses, the stipulation is “merged” into the resulting judgment; and (c) as a result of that merger, the stipulation can no longer be a basis for seeking relief from the judgment. *See Shirk v. Shirk*, 561 N.W.2d 519, 521-22 (Minn. 1997) (holding that “when a judgment and decree is entered based upon a stipulation, we hold that the

stipulation is merged into the judgment and decree and the stipulation cannot thereafter be the target of attack by a party seeking relief from the judgment and decree”); *see also Toughill v. Toughill*, 609 N.W.2d 634, 638 n.1 (Minn. App. 2000) (noting that the district court “has the authority to refuse to accept the terms of a stipulation in part or *in toto*” (quotation omitted)). Once the judgment and decree is entered, “the need for finality becomes of central importance.” *Shirk*, 561 N.W.2d at 522. To grant relief from the judgment now based on the stipulation would be contrary to this caselaw.⁴

Second, the substance of the transcript does not contain a clear expression of a waiver of the statutory right to terminate spousal maintenance upon remarriage. The June 2019 transcript contains a recitation by mother’s attorney of the terms of the parties’ agreement. The attorney stated, “There will be a *Karon* waiver with respect to duration and the amount; as a part of that, [mother] is allowed to remarry or cohabitate, that doesn’t change the duration or the amount.” When questioned about his understanding of the waiver by his attorney, father agreed that if mother won the lottery or he were hit by a bus, he would still have to pay maintenance under the stipulated terms. Although mother’s counsel mentioned remarriage or cohabitation, father did not expressly agree that he would still be obligated to pay maintenance upon mother’s remarriage. Thus, we decline to say that this transcript is a clear expression “otherwise . . . in writing.”

⁴ We are also hesitant to rely on a stipulation made prior to the entry of a stipulated judgment and decree, particularly where, as here, the judgment and decree was entered five months after the oral stipulation and contained terms other than those in the oral stipulation.

Neither the express terms of the waiver, nor the judgment and decree as a whole, nor the June 2019 transcript contain a clear expression by the parties to waive the statutory right to terminate spousal maintenance upon remarriage. This conclusion is consistent with caselaw. The waiver of such a right must be clear, whether contained in waiver language in the judgment and decree, the judgment and decree as a whole, or otherwise in writing. *See Telma*, 474 N.W.2d at 323. And we will not infer the waiver of one statutory right from the waiver of a distinct statutory right. *See Grachek*, 750 N.W.2d at 333. “Courts encourage stipulations and enforce them with ‘the sanctity of binding contracts,’ ‘as a means of simplifying and expediting litigation’ and ‘bring[ing] resolution’ to an ‘acrimonious relationship.’” *Phillips*, 2013 WL 2149906, at *2 (quoting *Shirk*, 561 N.W.2d at 521). But “[i]f courts ignored the specific language of a stipulated judgment and decree in order to infer a broader waiver of rights, parties may be less willing to engage in such stipulations in order to avoid the preclusion of rights for which they had not bargained.” *Id.* at *8. We decline to infer that the parties waived the right to terminate spousal maintenance upon remarriage where the plain, unambiguous language of the decree or other writing contains no clear expression of such a waiver.

B. Minn. R. Civ. P. 60.01 does not apply to mother’s proposed modification to the judgment and decree because there is no clerical error.

Mother alternatively argues that the district court could have employed Minn. R. Civ. P. 60.01 to remedy “the omission of [father’s] obligation to pay spousal maintenance regardless of [mother’s] remarriage” as a clerical error, and that the district court erred by determining that Rule 60.01 does not apply to marital dissolution actions. We need not

address the applicability of Rule 60.01 because, even assuming the rule applies, mother's proposed modification would not correct a clerical error.

Rule 60.01 allows a district court to correct “[c]lerical mistakes in judgments, orders, or other parts of the record and errors therein arising from oversight or omission.” A clerical error is distinguishable from a mistake by the parties, such as an error expressing the parties’ intent. *See Egge v. Egge*, 361 N.W.2d 485, 488 (Minn. App. 1985) (reasoning there was no clerical error when an error “in division of the sale proceeds [was] not arithmetic but rather formulaic, an error of the parties in expressing their basic intent”). Assuming that “the omission of [father’s] obligation to pay spousal maintenance regardless of [mother’s] remarriage” is an error, that error is an error in the expression of the intent of the parties. Because the requested relief was not available pursuant to Rule 60.01, the district court did not err by declining to modify the judgment and decree on this basis.

II. The district court did not abuse its discretion in ordering child support.

Father argues that the district court abused its discretion in ordering father to pay child support in an amount exceeding the presumptively appropriate guidelines child-support amount. He asserts that the district court’s findings were not supported by the record, that the district court impermissibly ordered child support as a substitute for spousal maintenance, and that the findings did not justify the upward deviation in his support obligation.⁵

⁵ The district court found that the parties agreed that if spousal maintenance were terminated, father’s child-support obligation should meet the guidelines, and deemed that one of the parties’ children was still eligible for support despite reaching age 18. *See* Minn. Stat. § 518A.26, subd. 5 (2022) (defining “[c]hild” as “an individual under 18 years of age,

In determining whether to deviate from the guidelines support amount calculated under Minn. Stat. § 518A.34 (2022), a district court must consider that presumptively appropriate amount and calculation factors and certain other factors regarding the financial circumstances of the parties and the financial needs of the child. Minn. Stat. § 518A.43, subd. 1 (2022) (addressing the setting of a support obligation in an amount deviating from the presumptively appropriate guidelines amount). These deviation factors include, among other things, “all earnings, income, circumstances, and resources of each parent, including real and personal property” and “the standard of living the child would enjoy if the parents were currently living together, but recognizing that the parents now have separate households.” *Id.*, subd. 1(1), (3). If a district court sets a support obligation at an amount deviating from the guidelines amount, the district court’s findings must include, in part, “the reasons for the deviation.” *Haefele v. Haefele*, 837 N.W.2d 703, 709 (Minn. 2013) (quoting Minn. Stat. § 518A.37, subd. 2(4)-(5)). We review a district court order modifying child support for an abuse of discretion. *Id.* at 708. “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) (quotation omitted).

Mother moved the district court to order child support “equal to the guidelines amount plus an additional \$9,000 per month if maintenance is deemed terminated” so that

an individual under age 20 who is still attending secondary school, or an individual who, by reason of physical or mental condition, is incapable of self-support”). The district court calculated the child-support amount based on support for two children. Father appeals only the district court’s order to pay child support above the guidelines amount.

the children would “not [be] negatively impacted by a reduced standard of living” in her household. The district court found that mother’s gross monthly income was \$4,899 and father’s gross monthly income was \$46,824. It found that mother alleged “current reasonable monthly expenses of over \$14,000,” including expenses attributable to the children, and that several aspects of the children’s lives—housing, extracurricular activities, mobility, homework, and leisure time—would be “adversely affected” without an upward deviation in child support. The district court found that monthly expenses attributable to the children totaled \$5,184.63.⁶ The district court also found that \$2,000 of the expenses mother attributed to the children that were related to the home—where mother, the children, and mother’s current husband live—and should be allocated to mother’s new husband. The district court determined that father’s net guidelines child-support obligation was \$2,377 per month and that a \$2,000 upward deviation was appropriate, making father’s total child-support obligation \$4,377 per month. The district court reasoned that an upward deviation was justified by “the standard of living the parties’ would have had if they had remained married; the disparity in the parents’ earnings; and the financial resources of the parties.” On this record, we cannot say that these findings are clearly erroneous. *See* Minn. R. Civ. P. 52.01 (stating that findings of fact are not set aside unless they are clearly erroneous); *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221-22 (Minn. 2021) (discussing the clear-error standard of review, and stating,

⁶ The sum of the expenses attributable to the children listed in the table provided in the district court’s order is \$5,534.36. Mother’s affidavit states that the expenses for each child are at least \$2,500.

among other things that “an appellate court need not go into an extended discussion of the evidence to prove or demonstrate the correctness of the findings of the [district] court” (quotation omitted)); *Bayer v. Bayer*, 979 N.W.2d 507, 513 (Minn. App. 2022) (citing *Kenney* in a family-law appeal).

We are not persuaded that the district court substituted child support for spousal maintenance or that its findings otherwise fail to sufficiently justify the amount of support awarded. Father correctly notes that child-support awards should not be used “to upgrade [a spouse’s] standard of living,” *State v. Hall*, 418 N.W.2d 187, 190 (Minn. App. 1988), *rev. denied* (Minn. May 4, 1988), and that considerations of “[d]isparity in income must be related to the needs of the children,” *Hortis v. Hortis*, 367 N.W.2d 633, 636 (Minn. App. 1985).⁷ The district court’s reasoning was properly tied to the needs of the children and the statutory factors that must be considered when a district court addresses whether to deviate from the presumptively appropriate guidelines support obligation that are relevant to this case: the financial resources of the parties and the standard of living the children would have enjoyed if mother and father were living together. Minn. Stat. § 518A.43, subd. 1(1), (3). The district court concluded that “Mother’s affidavit and the expenses she attributes to the children demonstrate that a Guidelines award of child support will not sufficiently cover the children’s expenses.” The district court then repeated, “Considering the standard of living that the parties’ would have had if they had remained married, the

⁷ We note that these cases predate revisions to the method for calculation of child-support payments. See 6 Steven J. Kirsch, *Minnesota Practice* § 35.8 (3d ed. Supp. 2022) (“The 2005 Legislature substantially revised the child support payment calculation process.”).

earnings and the financial resources of the parties, the Court will order an upward deviation from Guidelines child support. . . . [A] \$2,000 upward deviation from Guidelines child support is appropriate.”

Even if the district court implicitly found that the children’s expenses could not be more than \$3,184.63, as father asserts it did by attributing \$2,000 of expenses to mother’s new husband, and still ordered a \$4,377 child-support obligation, we are unaware of authority compelling a conclusion that any award above a finding of need is necessarily an abuse of discretion requiring reversal. We recognize that absent certain findings, it may be unclear if certain expenses relate to a child or are “improperly supplementing [a spouse’s] standard of living.” *See Kahn v. Tronnier*, 547 N.W.2d 425, 429 (Minn. App. 1996) (reasoning that father’s support obligation could be supplementing mother’s standard of living because it was unclear what expenses related to the child’s special needs), *rev. denied* (Minn. July 10, 1996). “Findings should assure that the relevant statutory factors have been addressed, satisfy the litigants that their case was fairly resolved, and permit reasoned appellate review.” *Hesse v. Hesse*, 778 N.W.2d 98, 104 (Minn. App. 2009). The district court here specifically tied the child-support award to the necessity of maintaining the children’s standard of living. The district court noted that absent an upward deviation from the guidelines, the children’s lifestyle would be adversely affected because mother would not be able to continue living in her home; the children’s extracurricular activities would be at risk; the children’s transportation would be compromised; mother would be unable to pay for certain insurance or utilities needed by the children; and the children would be unable to participate in certain lifestyle activities.

These are proper and relevant statutory considerations under Minn. Stat. § 518A.43, subd. 1, these findings enable meaningful appellate review, and they are not clearly erroneous.

To the extent father seeks a remand to compel the district court to specifically itemize to the dollar every basis for the upward deviation, we are not persuaded that remanding for further findings explaining any potential gap between the children's expenses and the child-support order would change the result here. *See Grein v. Grein*, 364 N.W.2d 383, 387 (Minn. 1985) (declining to remand a case for specific findings mandated by caselaw because "it seems clear from reading the files, the record, and the court's findings, on remand the trial court would undoubtedly make findings that comport with the [law]"). Even if the district court abused its discretion by not itemizing each dollar of its award, we decline to remand for such findings because we are persuaded that the district court's award would remain the same.

III. The district court did not abuse its discretion in awarding mother need-based attorney fees.

Father argues that the district court abused its discretion by failing to order mother to repay father approximately \$37,000 in overpayment of spousal maintenance and instead awarding mother approximately \$37,000 in attorney fees because the district court lacked discretion to deny repayment of overpayment of spousal maintenance as a matter of law and the district court's reasons for awarding mother need-based attorney fees were not supported by the record.

In a marriage-dissolution action, a district court “shall award attorney fees, costs, and disbursements in an amount necessary to enable a party to carry on or contest the proceeding,” provided that the district court finds:

(1) that the fees are necessary for the good faith assertion of the party’s rights in the proceeding and will not contribute unnecessarily to the length and expense of the proceeding;

(2) that the party from whom fees, costs, and disbursements are sought has the means to pay them; and

(3) that the party to whom fees, costs, and disbursements are awarded does not have the means to pay them.

Minn. Stat. § 518.14, subd. 1 (2022). “Conclusory findings on the statutory factors do not adequately support a fee award.” *Geske v. Marcolina*, 624 N.W.2d 813, 817 (Minn. App. 2001). But a lack of specific findings on the statutory factors “is not fatal to an award where review of the order ‘reasonably implies’ that the district court considered the relevant factors and where the district court ‘was familiar with the history of the case’ and ‘had access to the parties’ financial records.” *Id.* (quoting *Gully v. Gully*, 599 N.W.2d 814, 825-26 (Minn. 1999)). “The standard of review for an appellate court examining an award of attorney fees is whether the district court abused its discretion.” *Gully*, 599 N.W.2d at 825. “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*, 975 N.W.2d at 506 (quotation omitted).

First, father incorrectly characterizes the district court’s order by asserting that he was simply denied repayment of overpaid spousal maintenance. “[W]hen a retroactive reduction or termination of maintenance results in an overpayment, the obligor has a right

to recover the overpayment.” *Sinda v. Sinda*, 949 N.W.2d 170, 181 (Minn. App. 2020) (quotation omitted). In its order, the district court acknowledged that father was entitled to repayment for amounts he paid after he was no longer obligated to pay spousal maintenance. But because the district court also determined that mother was entitled to need-based attorney fees, it decided that it would not “require [mother] to reimburse [father] for overpaid maintenance.” Thus, the district court properly recognized that father had a right to repayment and we see no abuse of discretion by the district court in that regard.

Second, the district court did not abuse its discretion in determining that mother was entitled to need-based attorney fees. The district court’s order reflects a consideration of the relevant factors, and the record shows that the court was apprised of the parties’ financial circumstances. The district court found that mother’s attorney fees totaled \$71,271.50. It concluded that some of those fees should not be father’s responsibility because they were attributable to mother changing counsel “fairly late in the proceedings.” The district court made findings with respect to the financial circumstances of both parties. As noted above, in determining the child-support order, the district court found that mother’s gross monthly income was \$4,899 and father’s gross monthly income was \$46,824. The district court concluded, “Considering [mother’s] financial resources, including the property settlement received in the divorce, . . . [mother] has the ability to pay some of the fees.” (Emphasis omitted.) The district court awarded mother \$37,386 in need-based attorney fees. The district court did not make specific findings about the amount of fees that were not father’s responsibility, father’s means to pay, or the amount

that mother had the means to pay. But these findings are implicit in the district court's ultimate award. *Cf. Prahl v. Prahl*, 627 N.W.2d 698, 703 (Minn. App. 2001) (stating that “[w]e may treat statutory factors as addressed when they are implicit in the findings”); *Neilan v. Braun*, 354 N.W.2d 856, 858-59 (Minn. App. 1984) (affirming an actual damages determination that included implicit finding of expected yield of crop in “an amount within the mathematical limitations established by the evidence” because the finding was reasonably supported by the evidence as a whole). It is clear that the district court was aware of the law, and we will not assume that it erred. *See Luthen v. Luthen*, 596 N.W.2d 278, 283 (Minn. App. 1999) (citing *Loth v. Loth*, 35 N.W.2d 542, 546 (Minn. 1949)).

The record also shows that the district court was apprised of the parties' financial circumstances, and the record supports the district court's conclusion. The district court had access to the judgment and decree, which set forth division of certain property, as well as a 2019 asset and liability spreadsheet, mother's employment contract, paystubs, and a tax return, and father's paystubs and a tax return. The district court also received an affidavit by mother in which she asserted that “the liquid assets [she] had as a result of the property settlement have dwindled to less than \$110,000 in checking and savings,” that she had to refinance her home since father's spousal-maintenance payments ceased, and that she had to “dip into [her] savings every month to make ends meet.”

Father asserts that the district court improperly relied on the disparity between mother's and father's income as a basis for determining mother's need because the fact that mother possessed \$110,000 in liquid cash shows that she had means to pay her attorney fees. But this fact, of which the district court was aware, does not necessitate the

conclusion that mother had the means to pay attorney fees. Father's reliance on cases where we held that it is not an abuse of discretion to deny an award of attorney fees where the record showed that a party had the means to pay them is not persuasive. *See Schallinger v. Schallinger*, 699 N.W.2d 15, 24 (Minn. App. 2005), *rev. denied* (Minn. Sept. 28, 2005); *Burns v. Burns*, 466 N.W.2d 421, 424 (Minn. App. 1991). Just as in those cases, the district court's determination with respect to attorney fees was supported by the record. Based on the order and the record, we cannot say that the district court abused its discretion in awarding mother approximately \$37,000 in need-based attorney fees.

Affirmed.