

*This opinion is nonprecedential except as provided by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
A23-1097**

In re the Marriage of:

Cassandra Ann Petri, petitioner,
Respondent,

vs.

John Edward Petri,
Appellant.

**Filed July 15, 2024
Affirmed; motion denied
Cochran, Judge**

Olmsted County District Court
File Nos. 55-FA-21-3153, 85-FA-19-1814

Anthony Moosbrugger, Moosbrugger Law Office PA, Kasson, Minnesota (for respondent)

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Considered and decided by Wheelock, Presiding Judge; Cochran, Judge; and
Ede, Judge.

NONPRECEDENTIAL OPINION

COCHRAN, Judge

In this post-dissolution appeal, appellant-father challenges the district court's orders setting spousal maintenance and denying his requests for relief from arrearages and for recalculation of child support. Because the district court did not err in its rulings with

respect to spousal maintenance, and because father's challenges to his arrearages and child support rely on his spousal-maintenance challenge, we affirm.

FACTS

Appellant-father John Edward Petri (father) and respondent-mother Cassandra Ann Petri (mother) married in December 2000. In June 2020, the district court dissolved the parties' marriage pursuant to a judgment and decree that incorporated the parties' stipulated marriage-termination agreement. Both father and mother were represented during the dissolution proceedings.

The decree addresses both child support and spousal maintenance. At the time of dissolution, father and mother had four joint minor children. Mother's gross monthly income was \$4,664 and father's gross monthly income was \$14,348. Under the decree, father was awarded 71% of the parenting time. As a result, the decree imposed a child-support obligation on mother of \$949 per month, beginning February 1, 2020. But mother was not required to pay father directly, at least while father owed mother spousal maintenance. Instead, the \$949 child-support obligation was included as an offset against father's spousal-maintenance obligation to mother.

Regarding spousal maintenance, the stipulated decree provided father would pay temporary spousal maintenance to mother of \$1,518.51 per month until father's death or 72 months from February 1, 2020. The spousal-maintenance provision also stated as follows:

The amount of \$1,518.51 includes *an offset for [mother's] child support obligation*, such that [mother] shall receive spousal maintenance and not make child support

payments until such time as the last payment of spousal maintenance is due and owing, March 1, 2026. *Should [mother's] child support obligation be reduced, her spousal support shall increase by the same amount to continue to reflect this offset.*

(Emphasis added.) In other words, under the terms of the decree, the amount of spousal maintenance that father is required to pay is the net amount after the offset, not the total amount.

In addition, the decree contains language regarding enforcement of the spousal-maintenance provision and a waiver of the parties' rights to modify spousal maintenance. The decree provides that, except for adjustments to reflect changes to the offset for child-support:

[T]he court shall be divested of jurisdiction to award [mother] any further or additional maintenance, provided that [father] has paid the obligation in full and on time. The court shall retain jurisdiction to enforce [father's] obligation to pay maintenance to [mother].

And the decree includes the following waiver language:

The parties have been advised that neither of them may return to the court in the future to have the amount or duration of spousal maintenance modified *except as otherwise specifically provided for herein*, and the only jurisdiction remaining with the court on the issue of spousal maintenance shall be to interpret or to enforce these provisions except as otherwise specifically provided.

(Emphasis added.)

In November 2021, the district court granted mother temporary sole physical custody of the two older children. As a result of the change in custody, the district court recalculated child support. Based on changes to parenting time as well as the parties'

incomes, the district court eliminated mother's child-support obligation and instead required father to pay mother \$1,848 in child support per month, retroactive to May 2021. The district court also increased father's spousal-maintenance obligation by \$949, to \$2,467.51, to reflect that the court reduced mother's child-support obligation to zero.

In May 2022, the district court granted father's motion to reconsider child support based on a mathematical error, setting father's obligation to mother at \$1,699 per month. The district court, however, rejected father's request to vacate the part of the November 2021 order related to spousal maintenance. The district court determined that father's spousal-maintenance payment of \$2,467.51 was consistent with the decree, explaining that the increase from \$1,518.51 to \$2,467.51 was required "per the offset clause" to reflect the corresponding \$949 reduction in mother's child-support obligation to father. The district court further concluded that its November 2021 order "is an enforcement of the parties' agreement, not a modification" and that the district court lacked jurisdiction to modify the terms of the stipulated decree related to maintenance.

In June 2023, the district court issued an order modifying the parties' child-support obligation based on the two older children's emancipation, mother's new monthly income of \$16,667, and father's new monthly income of \$15,000. The district court set mother's child-support obligation to father at \$1,380 per month. The district court also denied father's requests to modify spousal maintenance and to vacate his arrearages.

Father appeals.

DECISION

On appeal, father challenges the district court's rulings with respect to his spousal-maintenance obligation. Father also seeks relief from arrearages and recalculation of child support based on his contention that the district court erred in setting spousal maintenance. Because we conclude that the district court did not err in setting father's spousal-maintenance obligation under the decree, our analysis begins and ends with that issue. We address in turn father's arguments (A) that his spousal-maintenance obligation should be \$1,518.51, not \$2,467.51; and (B) that the decree contains an invalid waiver of the district court's jurisdiction to modify spousal maintenance.

A. The district court did not err in determining that father's spousal-maintenance obligation is \$2,467.51.

Father contends that the district court erred in setting father's spousal-maintenance obligation at \$2,467.51 in its November 2021 order granting mother sole physical custody of the two children.

"Courts treat stipulated marriage-dissolution judgments as contracts for purposes of construction." *Pooley v. Pooley*, 979 N.W.2d 867, 873 (Minn. 2022). As a result, we first consider de novo whether the contract language is clear or ambiguous. *Nelson v. Nelson*, 806 N.W.2d 870, 872 (Minn. App. 2011). "Contract language is ambiguous if it is reasonably susceptible to more than one interpretation." *Id.* (quotation omitted). We interpret contract language consistent with its "plain and ordinary meaning." *Id.* (quotation omitted). When contract language is unambiguous, we apply its plain meaning without reference to extrinsic evidence. *Id.* If there is ambiguity, we review the district court's

resolution of that ambiguity for clear error. *Suleski v. Rupe*, 855 N.W.2d 330, 339 (Minn. App. 2014) (“A district court’s determination of the meaning of an ambiguous judgment and decree provision is a fact question, which appellate courts review for clear error.”).

As discussed above, the parties’ stipulated decree contains provisions setting father’s spousal-maintenance payment to mother and mother’s child-support payment to father. For child support, the decree states that mother “shall pay to [father] the sum of \$949 per month.” And for spousal maintenance, the decree states that father “shall pay to [mother] the sum of \$1,518.51 per month, on the first of each month.” The decree further states:

The amount of \$1,518.51 includes an offset for [mother’s] child support obligation, such that [mother] shall receive spousal maintenance and not make child support payments until such time as the last payment of spousal maintenance is due and owing, March 1, 2026. Should [mother’s] child support obligation be reduced, her spousal support shall increase by the same amount to continue to reflect this offset.

(Emphasis added.)

Based on this language, the district court increased father’s spousal-maintenance payment by \$949, to \$2,467.51, in its November 2021 order modifying custody. The district court made this change to reflect a corresponding reduction in mother’s child-support obligation to father. The district court reasoned that father’s monthly payment must increase from \$1,518.51 to \$2,467.51 because “the offset of [mother’s] child support payment against [father’s] spousal maintenance is eliminated.”

Father does not dispute the district court's reduction of mother's child-support obligation from \$949 to \$0. Instead, he contends that the decree can reasonably be read as awarding \$1,518.51 in *total* spousal maintenance and thus that the district court erred in "increasing" his obligation to \$2,467.51. We disagree.

The decree plainly provides that \$1,518.51 is father's *net* monthly payment to mother—as reduced by mother's child-support obligation to father of \$949—not father's *total* monthly spousal-maintenance obligation. The decree specifies that the monthly spousal-maintenance "amount of \$1,518.51 includes an *offset* for [mother's] child-support obligation." (Emphasis added.) And the decree further states that "[a]ny *decrease* in [mother's] child-support obligation *shall be reflected by a dollar for dollar increase* in spousal maintenance" and "[s]hould [mother's] child support obligation be reduced, her spousal support shall increase by the same amount to continue to reflect this offset." (Emphasis added.) Given this clear and explicit language, we are unconvinced that the decree can reasonably be read to support father's argument that spousal maintenance was fixed at \$1,518.51 per month. The plain language of the decree unambiguously supports the district court's determination that father's monthly spousal-maintenance payment to mother had to increase dollar-for-dollar, from \$1518.51 to \$2,467.51, when mother's monthly child-support obligation decreased from \$949 to \$0.

In sum, the district court did not err in its November 2021 order when setting father's monthly spousal-maintenance payment to mother at \$2,467.51 to reflect the elimination of the offset.

B. The district court did not err in determining it was divested of jurisdiction to modify spousal maintenance.

Father also argues that the district court erred in concluding that it was divested of jurisdiction to modify spousal maintenance except as specified in the decree and thus in denying his requests to modify spousal maintenance in its May 2022 and June 2023 orders. We apply de novo review to issues involving jurisdiction and the application of a statute to undisputed facts. *Jones v. Jarvinen*, 814 N.W.2d 45, 47 (Minn. App. 2012).

If a district court awards spousal maintenance in a dissolution proceeding, either party generally has a right to seek a modification of the spousal-maintenance award at a later date. Minn. Stat. § 518A.39, subd. 1 (2022). The parties, however, “may expressly preclude or limit modification of maintenance through a stipulation.” Minn. Stat. § 518.552, subd. 5 (2022); *see also Karon v. Karon*, 435 N.W.2d 501, 503 (Minn. 1989), *superseded in part by statute*, 1989 Minn. Laws ch. 248, § 7, at 838 (codified at Minn. Stat. § 518.552, subd. 5). Such stipulations, often referred to as *Karon* waivers, are binding if four requirements are met:

1) the stipulation must include a contractual waiver of the parties’ rights to modify maintenance; 2) the stipulation must expressly divest the district court of jurisdiction over maintenance; 3) the stipulation must be incorporated into the final judgment and decree; and 4) the court must make “specific findings that the stipulation is fair and equitable, is supported by consideration described in the findings, and that full disclosure of each party’s financial circumstances has occurred,” Minn. Stat. § 518.552, subd. 5.

Butt v. Schmidt, 747 N.W.2d 566, 573 (Minn. 2008) (other citation omitted). In its May 2022 order, the district court determined that the judgment and decree incorporating

the parties' stipulated marriage-termination agreement satisfied all four requirements and therefore the parties executed a valid *Karon* waiver.

Father challenges only the decree's compliance with the fourth requirement, which requires the district court to make specific findings. He asserts that the decree "fails to specifically identify" the consideration. We are unpersuaded. In *Butt*, the supreme court concluded that the requirement to make "specific findings" was satisfied where "affirmations concerning full and complete financial disclosure, the fairness of the waiver, and consideration were included in the Martial Termination Agreement to support the waiver" and then incorporated by the district court into the final decree. *Id.* Specifically, the parties in *Butt* affirmed that their "agreement is supported by adequate consideration and was entered into after full financial disclosure to the other party." *Id.* at 570. And here, the marriage-termination agreement contained an affirmation that each party disclosed all of his or her assets and described those assets in detail. The parties also included the affirmation that "The Court has reviewed this agreement, finds it to be supported by sufficient consideration, and finds it to be fair and equitable." Consistent with *Butt*, the district court accepted that affirmation and incorporated it into the final decree. Father identifies no authority requiring greater specificity or additional findings. The district court did not err by determining that the decree contained the requisite findings to support a *Karon* waiver.

Father also argues that the waiver is invalid because of "the failure of the document to accurately reflect the intentions of the parties." Father's assertions relate to the parties' intentions about the amount of spousal maintenance and his dissatisfaction with the district

court's enforcement of the stipulated spousal-maintenance provision. Under Minnesota law, however, once a judgment and decree is entered based on a stipulation, that stipulation ceases to exist as a separate entity because it "merges" into the judgment, and, as a result, relief is available only by reopening the decree under Minnesota Statutes section 518.145, subdivision 2 (2022). *See Shirk v. Shirk*, 561 N.W.2d 519, 522 (Minn. 1997) (holding that the stipulation "merges" with the final judgment and decree and that the "sole relief" from the judgment is to satisfy section 518.145, subdivision 2); *see also* Minn. Stat. § 518.552, subd. 4 (2022) ("Section 518.145, subdivision 2, applies to awards of spousal maintenance."). Father acknowledged at oral argument before this court that he did not (and does not) seek relief under section 518.145, subdivision 2. Accordingly, father cannot invalidate the *Karon* waiver incorporated into the decree based on his challenge to the content of the spousal-maintenance provision.

Finally, to the extent that father argues the decree is ambiguous because it contains both a requirement to increase father's spousal-maintenance obligation when the offset for mother's child support is reduced (as occurred here) *and* a waiver of jurisdiction, we disagree. By statute, parties may "preclude or *limit* modification of maintenance through a stipulation." Minn. Stat. § 518.552, subd. 5 (emphasis added). The stipulated waiver here states, "The parties have been advised that neither of them may return to the court in the future to have the amount or duration of spousal maintenance modified *except as otherwise specifically provided for herein[.]*" (Emphasis added.) And the decree further provides that "[s]hould [mother's] child support obligation be reduced, her spousal support shall increase by the same amount." Thus, the decree expressly authorized the district court

to order a change to the amount of spousal maintenance paid in these limited circumstances. As a result, even if we consider the district court’s November 2021 order to “modify” maintenance—rather than simply enforcing the terms of the decree—that order is fully consistent with the fact that the district court is otherwise divested of jurisdiction to modify maintenance by the terms of the stipulated decree.

In sum, the district court did not err when setting father’s spousal-maintenance payment in November 2021 or when denying father’s requests to modify spousal maintenance in May 2022 and June 2023. Accordingly, father has not shown that the district court erred in denying his request for child-support arrearages or in calculating child support.¹

Affirmed; motion denied.

¹ Mother moved to strike a worksheet calculating child support that was included in addendum to father’s brief. She contends that the document is not part of the appellate record. *See* Minn. R. Civ. App. P. 110.01 (defining the record on appeal as “[t]he documents filed in the trial court, the exhibits, and the transcripts of the proceedings”). Because we have not considered that document in resolving this appeal, we deny the motion as moot. *See Justice v. Marvel, LLC*, 979 N.W.2d 894, 903 n.9 (Minn. 2022) (denying motion to strike alleged extra-record information “as moot”).