

*This opinion is nonprecedential except as provided by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
A23-1307**

In re the Marriage of:

Lauren Elizabeth Schrock, petitioner,
Respondent,

vs.

Richard Albert Kuhn,
Appellant.

**Filed September 9, 2024
Affirmed
Larson, Judge**

Hennepin County District Court
File No. 27-FA-17-6938

Victoria M.B. Taylor, Shawn C. Reinke, Reinke Taylor, PLLC, St. Paul, Minnesota (for respondent)

Michael Ortner, Theresa A. Bofferding, Ortner & Bofferding, LLC, St. Paul, Minnesota (for appellant)

Considered and decided by Larson, Presiding Judge; Connolly, Judge; and Reilly, Judge.*

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

NONPRECEDENTIAL OPINION

LARSON, Judge

Appellant Richard Albert Kuhn (husband) appeals the district court's order modifying spousal maintenance. Husband argues the district court (1) abused its discretion when it ordered a downward modification of spousal maintenance from \$4,000 per month to \$1,500 per month; (2) clearly erred when it found the parties' minor children had not returned to school on a permanent, full-time basis in September 2021; and (3) misread the parties' November 2020 stipulation to forgive spousal-maintenance arrears. We affirm.

FACTS

Husband and respondent Lauren Elizabeth Schrock (wife) were married in 2009. Husband was born in Colombia. It is well documented that husband experienced significant trauma when he lived there. Because of this trauma, husband began suffering from severe PTSD sometime "in the 2010s." Husband also suffered a stroke in 2015 that resulted in a brain injury. Husband's mental illness manifested as intense hostility and anger toward wife, as well as extreme anger and paranoia. On October 14, 2017, during an argument between the parties, husband attempted suicide. Subsequently, on October 19, 2017, wife filed a petition for dissolution of the marriage. The district court appointed a guardian ad litem to represent husband during the dissolution proceedings.

By stipulated judgment and decree (the J&D), the parties' marriage was dissolved on November 8, 2019. The J&D provided that wife would take sole legal custody of the parties' two minor children, neither party would pay child support, and wife was obligated to pay husband \$4,000 per month in spousal maintenance. The J&D also provided that

wife would assign \$276,000 to husband from her retirement accounts, so that he could “‘cash out’ the retirement distributions in order to purchase a home for himself without the need for a mortgage.”

At the time of the J&D, wife’s annual gross income was \$229,500, or \$19,125 per month. According to a budget wife produced in June 2019, her monthly expenses during this same period were \$18,338. But wife’s budget described that wife’s parents paid \$3,342 of the \$18,338.¹ The \$3,342 covered the cost of a nanny for the parties’ children so wife could maintain full-time employment. Wife stated in her budget that, without her parents’ help, she would not have been able to afford the nanny.

In April 2020, the COVID-19 pandemic caused a significant reduction in wife’s income, and wife reduced her spousal-maintenance payments from \$4,000 to \$2,000 without court approval or husband’s consent. A stipulated order filed in November 2020 (the stipulated order) acknowledged wife’s reduction in income, and temporarily reduced wife’s spousal-maintenance obligation to \$2,700 per month, effective November 1, 2020. According to the stipulated order, the temporary reduction would remain in place until the parties’ children returned to school on a permanent, full-time basis, at which point wife’s spousal-maintenance obligation would automatically revert to \$4,000 per month. The stipulated order also provided that “[n]o spousal maintenance arrears shall accrue as a result of the previous months of reduced payment.”

¹ This made wife’s effective expenses \$14,996.

The stress of the pandemic and the demands of childcare during the pandemic strained wife professionally, causing her to struggle to fulfill her job duties. To avoid termination, wife tendered her resignation in January 2022 and took a new position with the Department of Veterans Affairs in April 2022. Wife's annual gross income in her new position was \$257,750.

Meanwhile, in February 2022, the parties' youngest daughter (daughter) was diagnosed with a severe learning disability. This diagnosis means that daughter will require extensive additional educational resources, which wife stated in a sworn affidavit, that she could not afford.

Also in February 2022, husband brought a motion to hold wife in contempt because she had not resumed paying \$4,000 per month in spousal maintenance in September 2021, when husband alleged the parties' children returned to in-person school on a permanent, full-time basis. The motion also sought, in relevant part, \$9,100—the allegedly unpaid balance of spousal maintenance for September 2021 through March 2022. On March 31, 2022, the district court ordered the parties to mediate their dispute.

In May 2022, wife filed a responsive motion, asking the district court to deny husband's motion because: (1) husband continued "to be in violation of the express mediation provision" in the stipulated order and (2) the parties' children had not returned to in-person school on a permanent basis. Wife's motion also sought an order terminating her spousal-maintenance obligation based on changed circumstances.

In an order filed on June 10, 2022, the district court noted that the parties had not mediated their dispute due to husband's lack of communication and cooperation, but once

again ordered the parties to mediate. The parties participated in mediation on January 31, 2023, but failed to reach an agreement.

On March 8, 2023, wife filed an emergency motion seeking immediate termination of her spousal-maintenance obligation. To support the motion, wife submitted an affidavit stating that her savings had been completely depleted, and that she was forced to refinance her home. The affidavit additionally alleged that wife underwent a total hip replacement. Complications from the surgery had required wife to take a significant amount of unpaid leave. The district court denied wife's emergency motion on March 10, 2023, noting that a motion hearing was set for April 10, 2023, and determining that it was appropriate to wait until the district court had the benefit of hearing arguments from both parties before issuing a decision regarding spousal maintenance.

Following the scheduled hearing, the district court issued its order modifying spousal maintenance on July 7, 2023. In its order, the district court found that wife's net income had decreased from \$12,404 per month at the time of the J&D to approximately \$11,000 per month at the time of the order. The district court also found that wife's expenses had increased, primarily due to daughter's diagnosis, while husband's expenses had decreased. Further, the district court specifically found that there was not "credible medical documentation provided which would substantiate Husband's claims that he [could] engage in no meaningful employment," and the district court thus concluded that husband was capable of "at least some part-time employment." Because of this, the district court determined that there had been a substantial change in circumstances, which rendered the existing spousal-maintenance award unreasonable and unfair. Based on wife's

“significant costs related to raising two minor children,” daughter’s “special needs requiring significant services and intervention, all of which have increased Wife’s spending,” husband’s ability to engage in some work to supplement his income, and husband’s lack of substantial monthly expenses, the district court modified wife’s spousal-maintenance obligation to \$1,500 per month. The district court denied all other requests for relief.

Husband filed a letter requesting permission to file a motion for reconsideration on July 20, 2023. The district court denied husband’s request. Husband appeals the district court’s July 7, 2023 order.

DECISION

On appeal, husband argues the district court erred in three ways. First, husband argues the district court abused its discretion when it ordered a downward modification of spousal maintenance from \$4,000 per month to \$1,500 per month. Second, husband asserts the district court clearly erred when it implicitly found the parties’ children had not returned to school on a permanent, full-time basis in September 2021, and, consequently, spousal maintenance did not revert to \$4,000 per month at that time. Third, husband argues the district court legally erred when it concluded the stipulated order forgave spousal-maintenance arrears. We address husband’s arguments in turn.

I.

Husband first challenges the district court’s decision to modify spousal maintenance. We review a district court’s decision regarding whether to modify an existing spousal-maintenance award for an abuse of discretion. *See Madden v. Madden*,

923 N.W.2d 688, 696 (Minn. App. 2019). A district court abuses its discretion “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 review legal questions de novo. *Maiers v. Maiers*, 775 N.W.2d 666, 668 (Minn. App. 2009). “To the extent that a modification decision depends on findings of fact, we apply a clear-error standard of review to those findings of fact.” *Madden*, 923 N.W.2d at 696. When reviewing factual findings for clear error, we defer to the district court’s credibility determinations and will not “reweigh the evidence,” “engage in fact-finding anew,” or “reconcile conflicting evidence.” *In re Civil Commitment of Kenney*, 963 N.W.2d 214, 221-23 (Minn. 2021) (quotations omitted). We will only reverse for clear error when, “on the entire evidence, we are left with a definite and firm conviction that a mistake has been committed.” *Id.* at 221 (quotation omitted).

“A district court may modify an award of spousal maintenance if a party makes a showing of a substantial change in circumstances that makes the existing award ‘unreasonable and unfair.’” *Madden*, 923 N.W.2d at 696 (quoting Minn. Stat. § 518A.39, subd. 2(a), (b) (2018)). Under Minn. Stat. § 518A.39, subd. 2 (Supp. 2023),² a party seeking modification of spousal maintenance must first demonstrate that there has been “a substantial change in one or more of the circumstances identified in the statute,” and then “show that the substantial change has the effect of rendering the original award

² We note that in 2024, the legislature amended Minn. Stat. § 518A.39, subd. 2, to limit its applicability to child support. *See* 2024 Minn. Laws ch. 101, art. 2, § 10. However, because the changes took effect on August 1, 2024, *see* Minn. Stat. § 645.02 (2022), we review the district court’s July 2023 order under the prior version of the statute.

unreasonable and unfair.” *See Hecker v. Hecker*, 568 N.W.2d 705, 709 (Minn. 1997) (addressing prior version of the statute). A substantial change in circumstances may be based on, among other things, “substantially increased or decreased gross income of an obligor or obligee,” or “substantially increased or decreased need of an obligor or obligee.” Minn. Stat. § 518A.39, subd. 2(a). The circumstances that existed at the time of the original judgment serve as “the baseline circumstances against which claims of substantial change are evaluated.” *Hecker*, 568 N.W.2d at 709.

Husband argues the district court made three clearly erroneous findings: (1) wife had an increase in expenses; (2) husband had a decrease in expenses; and (3) husband is able to work. For the reasons explained below, we are not left with a definite and firm conviction that a mistake has been committed. *See Kenney*, 963 N.W.2d at 221.

Husband argues the district court clearly erred when it found that wife’s expenses had increased and, more specifically, that daughter’s need for additional services contributed to that increase. Husband observes that wife’s budget prior to the J&D showed monthly expenses of \$18,338, and that wife’s budget in March 2022 showed monthly expenses of only \$14,205. Husband contends that there is nothing in the record to support wife’s assertion that wife will incur or has incurred additional expenses to address daughter’s diagnosis. We are unpersuaded for two reasons.

First, according to the budget wife submitted prior to the J&D, her parents paid for \$3,342 of her monthly expenses because she could not afford to pay for the children’s nanny on her own. Thus, wife’s actual monthly expenses prior to the J&D were \$14,996.

While \$14,205 is still a decrease from \$14,996, the decrease is not nearly as dramatic as husband insists.

Second, wife's monthly expenses of \$14,205 do not fairly reflect the cost of the additional services daughter requires because wife specifically stated in a sworn affidavit that she could not afford the required services. Because wife currently cannot afford the services daughter requires, daughter is not receiving those services and wife has "seen clear declines in [daughter]'s reading and success." The district court credited wife's evidence and appropriately considered the increased expenses that wife would incur if she had the ability to provide the educational resources daughter requires.

For these reasons, we conclude the district court did not clearly err in its findings regarding wife's reasonable monthly expenses. Given these findings, we further conclude that the district court's resulting determination that there was a substantial change in circumstances due to wife's increase in expenses is not contrary to logic or the facts on record.³

Husband next challenges the district court's finding that he had a decrease in expenses.⁴ Husband observes that the district court made no specific findings concerning

³ Husband separately argues the district court misapplied the law when it considered changes to the parties' incomes and expenses, asserting that wife failed to make the threshold showing of a substantial change in circumstances. But the district court's conclusion that wife demonstrated a substantial change in circumstances was based primarily on a change in *need* resulting from daughter requiring extra educational resources. Because daughter's diagnosis occurred well after the J&D, and represents a significant increase in expenses, wife has shown a substantial change in circumstance, and husband's argument fails to address that change.

⁴ Husband separately argues the district court improperly considered "bargained-for elements of the Stipulated J&D in conducting its analysis." While the facts husband

husband's expenses at the time of the J&D or at the time of the district court's order modifying maintenance. We agree with husband that the district court failed to make this baseline finding. *See Hecker*, 568 N.W.2d at 709. But we disagree with husband that the district court relied on husband's decrease in expenses as *the* substantial change in circumstances that rendered the existing maintenance award unreasonable and unfair. As explained above, a substantial change in circumstances can be based on "substantially increased *or* decreased need of an obligor *or* obligee." Minn. Stat. § 518A.39, subd. 2(a) (emphasis added); *see also A.A.A. v. Minn. Dep't of Hum. Servs.*, 832 N.W.2d 816, 829 (Minn. 2013) (stating that "when the disjunctive 'or' is used, only one of the listed factual situations needs to be present in order for the provisions to be satisfied"). And we discern that the district court relied primarily upon the increased expenses associated with daughter's diagnosis to conclude a substantial change had occurred. Consequently, even if the district court clearly erred when it failed to make a baseline finding regarding husband's expenses, we conclude that error does not warrant reversal because the district court had an independent, appropriate justification for its decision. *See Sinda v. Sinda*, 949 N.W.2d 170, 176 (Minn. App. 2020) ("These errors [in the district court's factual findings]

highlights (husband has no mortgage expenses, husband benefited from a downward deviation of child support, husband does not contribute to supporting the children, and children reside with wife exclusively) were certainly included in the J&D, husband's argument does not address the change in circumstances brought about by daughter's diagnosis. Nor does husband cite any authority to support his assertion that the district court cannot consider these elements when modifying spousal maintenance. Rather, the caselaw husband relies on suggests only that the district court should be "reluctant to alter the terms of the decree." *See Sieber v. Sieber*, 258 N.W.2d 754, 757 (Minn. 1977).

require reversal only if they resulted in prejudice.”); Minn. R. Civ. P. 61 (requiring courts to ignore harmless error).

Husband also challenges the district court’s finding that “no credible medical documentation” showed that he is entirely unable to work. To support his argument, husband argues that two letters he submitted from his therapist demonstrate that he is entirely incapable of gainful employment. But it is well established that we do not reweigh the evidence when reviewing for clear error. *See, e.g., Kenney*, 963 N.W.2d at 221-22. And, here, the district court acknowledged that husband “has some limitations,” but did not credit husband’s evidence that “he can engage in no meaningful employment.” Rather, the district court credited wife’s evidence that husband has been, and is capable of, selling items online and engaging in regular communications with others. Because the district court’s finding is supported by evidence in the record, we conclude the district court did not clearly err when it found husband is capable of at least some part-time employment.

Husband finally argues the district court’s decision to reduce spousal maintenance was contrary to logic and the facts in the record because wife continues to enjoy a quality of life that is “at least as comfortable if not more so” than what she enjoyed during the marriage, while husband “has started down that path where he will likely become a public charge.” Husband’s argument is simply not supported by the record. Wife submitted an affidavit stating that her savings have been completely depleted, and that she was forced to refinance her home. Wife’s filings indicate that she is struggling to make ends meet financially. And while husband’s spousal maintenance payments may not be a large sum, evidence in the record indicates that he has still managed to save money.

For the foregoing reasons, we conclude the district court did not abuse its discretion when it modified spousal maintenance.

II.

Husband next argues the district court clearly erred when it tacitly adopted wife's argument that the parties' children had not returned to school on a permanent, full-time basis in September 2021.⁵ Husband argues this finding is not supported by the record because wife's own exhibit, the COVID Return to School Guide (the guide), indicates that the children returned to full-time, in-person schooling at the beginning of the 2021-2022 academic year, on September 8, 2021. Consequently, according to husband, wife owes him spousal-maintenance arrears dating back to September 2021, per the stipulated order.

We review the district court's implicit factual findings for clear error. *See Pechovnik v. Pechovnik*, 765 N.W.2d 94, 99 (Minn. App. 2009) (evaluating district court's implicit findings under same standard as explicit findings); *Madden*, 923 N.W.2d at 696 (“[W]e apply a clear-error standard of review to . . . findings of fact.”). When reviewing factual findings for clear error, our “duty is fully performed after [we have] fairly considered all the evidence and [have] determined that the evidence reasonably supports the decision.” *Kenney*, 963 N.W.2d at 222 (quotation omitted). We will only reverse for

⁵ Husband is correct that the district court did not make findings bearing directly on this argument. The district court did, however, deny husband's request for arrears dating back to September 2021, implying that the district court determined those arrears were not owed. The district court's denial of husband's request implies that the district court found that the children did not return to school on a permanent, full-time basis prior to the effective date of the district court's order modifying spousal maintenance (June 1, 2022).

clear error when, “on the entire evidence, we are left with a definite and firm conviction that a mistake has been committed.” *Id.* at 221 (quotation omitted).

We conclude the record supports the district court’s finding that the children had not returned to school on a permanent, full-time basis in September 2021. In response to husband’s motion, wife submitted an affidavit and exhibits demonstrating that the children were not attending school full time and in person. And at a subsequent motion hearing in June 2022, husband’s attorney acknowledged that the children had not yet returned to school full time.

Further, the guide husband relies upon does not support an alternative finding. While the return to school may have been full-time, the guide does not indicate that the return was permanent, as indicated by the guide’s cautious approach regarding the return to in-person schooling. The guide states that the “students will *begin* the school year in-person” and that the school district “will continue to monitor local and state COVID cases data and will make changes to this year’s learning plan when appropriate.”

For these reasons, we are not left with a definite and firm conviction that the district court made a mistake when it tacitly found the children had not returned to school on a permanent, full-time basis in September 2021.

III.

Finally, husband argues the district court legally erred when it denied his request for arrears accrued between April 2020 and October 2020.⁶ Because we conclude that husband was not entitled to arrears under the stipulated order, we affirm the district court.

We treat a stipulated order as a contract for purposes of construction. *Nelson v. Nelson*, 806 N.W.2d 870, 872 (Minn. App. 2011). Whether a stipulated order is ambiguous is a question of law that we review de novo. *See Dykes v. Sukup Mfg. Co.*, 781 N.W.2d 578, 582 (Minn. 2010) (stating standard of review for contract interpretation). A stipulated order is ambiguous if it is susceptible to two or more reasonable interpretations. *See id.* If the stipulation is unambiguous, we apply its plain meaning. *Nelson*, 806 N.W.2d at 872. Interpretation of an ambiguous stipulated order is a question of fact, *see Denelsbeck v. Wells Fargo & Co.*, 666 N.W.2d 339, 346 (Minn. 2003) (contract), and “[w]e defer to a district court’s interpretation of its own order,” *LaChapelle v. Mitten*, 607 N.W.2d 151, 162 (Minn. App. 2000), *rev. denied* (Minn. May 16, 2000); *see also Palmi v. Palmi*, 140 N.W.2d 77, 82 (Minn. 1966) (“Construction of its own decree by the trial court must be given great weight in determining the intent of the trial court.”). When interpreting a stipulated order, we must construe the stipulated order as a whole. *See Burke v. Fine*, 606 N.W.2d 909, 911 (Minn. App. 2000) (“The court interpreting a contract must construe the agreement as a whole.”), *rev. denied* (Minn. June 13, 2000).

⁶ The district court did not make explicit findings regarding this issue. However, the district court’s denial of husband’s request implies that the district court determined that arrears were not due for April 2020 through October 2020, based on the stipulated order.

The stipulated order provides that “[n]o spousal maintenance arrears shall accrue as a result of the previous months of reduced payment.” Husband argues that the plain meaning of this provision is that spousal-maintenance arrears would not accrue for the months governed by the stipulated order—i.e., the months during which wife paid reduced spousal maintenance of \$2,700. Husband bases his argument on the meaning of the word “shall” which, according to husband, refers to something that will happen in the future. According to husband, the use of “shall accrue” shows that the parties intended this provision to apply “only to arrears that would otherwise accrue going forward,” and not arrears that “had already accrued.” Husband also contends that the phrase “previous months of reduced payments” refers to the months previous to the children’s return to permanent, full-time schooling, which is discussed in the stipulated order’s preceding provision.

Wife argues that the stipulated order specifically addressed the issue of arrears and conclusively stated that no arrears exist. According to wife, the language that “[n]o spousal maintenance arrears shall accrue as a result of the previous months of reduced payment” refers to the months previous to the stipulated order, and the stipulated order therefore forgave the arrears from April 2020 through October 2020.

Both husband and wife present reasonable interpretations of the stipulated order. We therefore conclude the stipulated order is ambiguous. *See Dykes*, 781 N.W.2d at 582. However, the district court’s denial of husband’s request for relief means that it determined wife did not owe husband these arrears, and that determination could only have been based on the stipulated order. Thus, we discern that the district court construed the stipulated

order as applying to the “months of reduced payment” that were previous to the stipulated order. *See Umphlett v. Comm’r of Pub. Safety*, 533 N.W.2d 636, 639 (Minn. App. 1995) (deriving implicit factual findings from district court’s resolution of the matter), *rev. denied* (Minn. Aug. 30, 1995). And because the district court judge who construed the stipulated order is the same judge who entered the stipulated order, we defer to the district court’s interpretation. *See LaChapelle*, 607 N.W.2d at 162. Further, the stipulated order expressly recognized that wife’s income was “significantly reduced” by the pandemic. A provision forgiving wife’s underpayments in the months prior to the stipulated order makes sense in light of this recognition. *See Burke*, 606 N.W.2d at 911 (a contract must be construed as a whole).

We, therefore, affirm the district court’s decision to deny husband’s request for arrears that accrued between April 2020 and October 2020.

Affirmed.