STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1444

Reliant Loan Servicing, LLC,
Respondent,

vs.

Kimloan Thi Nguyen,
Appellant,

PHH Mortgage Corporation, et al.,
Defendants.

Filed August 11, 2025
Affirmed in part, reversed in part, and remanded
Ross, Judge

Stearns County District Court
File No. 73-CV-21-6510

Michael Everson, Marjorie J. Holsten, Randall S. Miller & Associates P.L.L.C., Brooklyn Park, Minnesota; and

Daniel O. Barham, Barham & Maucere LLC, Arrington, Tennessee (for respondent)

Carl E. Christensen, Christopher J. Wilcox, Christensen Sampsel PLLC, Minneapolis, Minnesota (for appellant)

Considered and decided by Connolly, Presiding Judge; Ross, Judge; and Wheelock, Judge.

NONPRECEDENTIAL OPINION

ROSS, Judge

Mortgage holder Reliant Loan Servicing obtained a foreclosure judgment entitling it to $22,803 and unspecified interest, costs and disbursements, and attorney fees related to a loan secured by property owned by Kimloan Nguyen and her late husband. A year later Nguyen successfully obtained a district court order allowing her to stop the foreclosure sale by paying $22,803 plus statutory interest. The order left open Reliant's ability to identify and recover the unstated amount for interest, costs and disbursements, and attorney fees. Eleven months later, Reliant successfully sought an additional $38,758 for the previously unstated amounts. Nguyen appeals, arguing that the district court lacked jurisdiction to order the additional payment, abused its discretion by granting the motion and determining that it was timely, and improperly allowed Reliant to receive a double recovery. Because the district court's authority to clarify its judgment and Minnesota Rule of Civil Procedure 60.02(f) allowed the district court to grant the motion, we affirm in part. But we reverse in part and remand to avoid double recovery of interest.

FACTS

The material facts are not disputed on appeal. Kimloan Nguyen and her now-deceased husband Thang owned a home in Waite Park. In 2007 Thang executed a note evidencing a debt of $25,000, and both Thang and Nguyen signed a mortgage to SouthBanc Mortgage encumbering their home to secure the loan. After a series of transfers, Reliant Loan Servicing LLC now holds the note and mortgage.

Neither Nguyen nor her husband have paid the agreed-upon installments on the note since July 2011. The principal balance of the note was $22,803 in April 2021, and that September Reliant filed a four-count civil complaint against Nguyen and related parties seeking a judgment quieting title in the mortgage, a declaration of interest in the real property, foreclosure on the mortgage, and a money judgment that included the $22,803 principal balance plus "interest, from and after June 29, 2011, at the note rate, costs and disbursements, including attorneys' fees as allowed by law." Nguyen filed an answer to the complaint in December 2021. Reliant's counsel appeared before the district court for a scheduling conference in January 2022, but neither Nguyen nor any other named defendant appeared. Reliant's counsel informed the court, "We have not spoken with the defendants or had any contact with them, so whatever the Court feels is . . . appropriate we would be able . . . to go ahead with that and get it calendared."

The district court responded, "All right. How about this: Why don't you send that proposed order with the dates, the deadlines, and obviously I would like for you to try to, you know, get an agreement, you know, with the – with the other party, but in light of their non-appearance here today, quite frankly, you know, I'm likely to sign off on whatever proposed order you submit . . . ."

The next month, in February 2022, the district court signed an order prepared by Reliant. The order is styled, "ORDER OF JUDGMENT," and it granted Reliant the remedies its complaint demanded. Specifically, the order granted Reliant "judgment determining the principal amount due on the Note and secured by the Mortgage in the amount of $22,803.82 plus interest, from and after June 29, 2011, at the note rate, costs and disbursements, including attorneys' fees as allowed by law in such an amount as the Court shall determine ('Judgment')." It also granted Reliant a decree of foreclosure on the mortgage to satisfy the judgment. It directed that the property may be sold with the proceeds to be applied to the principal of the judgment, and it specified that "in the event the proceeds of said sale are insufficient to satisfy said judgment, [Reliant] is granted judgment against Defendant Kimloan Thi Nguyen for the deficiency to be enforced as provided by Minnesota Statutes." On March 1, 2022, the clerk of court stamped the three-page order for judgment to state that the "foregoing Order/Conclusions of Law constitutes that Judgment of the Court."

Reliant planned a foreclosure sale of Nguyen's home in May 2023. Nguyen sought to avoid the sale and asked the district court to force Reliant to accept a payment of $22,803.82 and statutory interest, which she claimed would be enough to satisfy the judgment. The district court mostly disagreed with Nguyen but acknowledged the uncertainty in its March 2022 order for judgment. Attempting to interpret that order, the court first declared that it "disagrees with [Nguyen's] reading of the Order, as [its] phrasing . . . strongly supports the contention that any accrued interest is not part of the docketed judgment amount." But it followed by adding, "However, the Court also recognizes the ambiguity in paragraph three . . . that results upon entry of the judgment." The district court then reasoned that "[b]ecause the judgment as entered only pertains to the principal on the note and accrued statutory interest, . . . the amount presently due and owed to [Reliant] is $22,803.82 plus any accrued statutory interest." The district court's accompanying order declared the following in relevant part:

> [Nguyen's] request is GRANTED. [Nguyen] shall pay into the Court an amount of $22,803.82 plus accrued statutory interest with an accrual date beginning March 1, 2022, an amount to be determined by court administration at the time of payment.

But it also ordered that this amount was "to be held pending the outcome of [Reliant's] formal request for interest at the note rate, costs and disbursements, and attorney fees."

The district court's attempt to clarify the judgment did not resolve the interpretation dispute. A court clerk corresponded with the parties a day later, asking whether Nguyen's payment was to satisfy the judgment in full or to have the court temporarily hold it in an account. Nguyen responded that the judgment was a final judgment that she intended to fully pay, but she acknowledged that Reliant could still "approach the court and argue that it is entitled to more money." The district court then issued an order attempting to interpret its order that interpreted the original order for judgment:

> [Today], the Court corresponded via e-mail with the parties regarding the Court's Order, issued [yesterday], specifically, the language that provides, "[Nguyen] shall pay to the Court $22,803.82 and accrued statutory interest, to be held pending the outcome of [Reliant]'s formal request for interest at the note rate, costs and disbursements, and attorney fees."
>
> The Court's intent with the above language was to allow [Nguyen] an opportunity to pay the judgment amount as entered, an amount of $22,803.82 plus accrued statutory interest, in order to prevent the foreclosure sale scheduled for [today]. The Court further intended to allow [Reliant] an opportunity to obtain further relief for any remaining note interest, costs and disbursements, and attorney fees. It was not the Court's intention to prevent [Nguyen] from redeeming the property before the foreclosure sale, which the Court is now aware, would result if the Court merely held the payment.
>
> Upon receipt of the payment, court administration shall pay the funds to [Reliant], in full satisfaction of the judgment.

The record does not reveal exactly why almost a year passed between the district court's May 2023 orders and the next activity on the case, but Reliant's new counsel suggested that the delay was due to inaction by prior counsel. In any event, in April 2024, Reliant asked the district court to "[a]ward[] judgment in favor of [Reliant]" in the amount of $64,938.86. This amount represented $22,803 on the loan's unpaid principal balance as previously determined, $31,838 in interest through May 2024, $303 in late fees, and $10,038 in costs and fees. Reliant argued that the district court could grant the requested altered judgment either by basing the new judgment amount on the district court's having reserved the question of the amount of interest, costs, and fees for a later decision, or by amending the previous judgment under Minnesota Rule of Civil Procedure 60.02(f). Nguyen objected, maintaining that "the [March 2022] judgment was monetarily fixed and . . . no longer subject to amendment."

The district court granted Reliant's motion, entitling it to an additional $35,075 for interest, late charges, costs, expenses, disbursements, and $3,683 more in attorney fees. The district court explained, "It was never the Court's intent to deprive [Reliant] what they are entitled to regarding the judgment." It based its decision on rule 60.02(f) and determined that the period for determining whether Reliant brought its motion within a reasonable time began May 25, 2023, when, as the district court explained further, it "provided clarity and expressly kept the door open for [Reliant]'s formal motion requesting monetization of the costs and disbursements." It found that Reliant presented its motion within a reasonable time and reasoned that, to deny Reliant "costs and disbursements, which [it is] entitled to, would result in substantial prejudice and be unjust otherwise based on the facts and circumstances." And it adopted the parties' stipulation and determined that Reliant would not pursue a personal or deficiency judgment against Nguyen. Nguyen appeals.

DECISION

Nguyen appeals from the judgment on three main grounds. She first argues that the district court did not have subject-matter jurisdiction to modify its judgment, which she says had already been fully satisfied, and that this modification therefore constitutes an improper second decree of foreclosure. She argues second that the district court abused its discretion by granting Reliant's motion because it was untimely and legally inadequate. And she argues third that the district court gave Reliant an improper double recovery on interest. We address each argument.

I

Nguyen argues that the district court lacked subject-matter jurisdiction to alter the judgment. Subject-matter jurisdiction refers to a court's authority to hear certain actions and determine particular issues. *Cochrane v. Tudor Oaks Condo. Project*, 529 N.W.2d 429, 432 (Minn. App. 1995), *rev. denied* (Minn. May 31, 1995). We review challenges to a district court's subject-matter jurisdiction *de novo*. *Daniel v. City of Minneapolis*, 923 N.W.2d 637, 644 (Minn. 2019). Our *de novo* review leads us to conclude that Nguyen's argument fails.

Nguyen contends that her 2023 "payment in full satisfaction of Reliant's judgment" deprived the district court of jurisdiction to alter the judgment. The argument has facial merit but fails beneath the surface. Although district courts unquestionably have jurisdiction to consider motions brought for relief from final judgment under rule 60.02, *see Cochrane*, 529 N.W.2d at 432, the supreme court has recognized that a judgment that has been "paid and satisfied of record ceases to have any existence" and therefore cannot be vacated, *Dorso Trailer Sales, Inc. v. Am. Body & Trailer, Inc.*, 482 N.W.2d 771, 773 (Minn. 1992) (approvingly quoting *Boulevard Del Inc. v. Stillman*, 343 N.W.2d 50, 52 (Minn. App. 1984)). Our *Boulevard Del* analysis addressed a case in which the district court vacated a judgment based on a motion brought ten weeks after the court had entered the judgment against the defendant, the defendant "voluntarily paid the judgment in full, satisfaction of judgment was filed, and the judgment discharged of record." 343 N.W.2d at 52. We addressed whether "the district court lack[s] subject matter jurisdiction to vacate a judgment which has been paid in full after entry of judgment," and on that record we concluded that "the trial court had no subject matter jurisdiction." *Id.* These cases inform us that a district court lacks jurisdiction to amend a voluntarily paid, fully satisfied judgment.

But neither the subject-matter-jurisdiction caselaw that Nguyen cites nor any that we have found addresses a circumstance like this one, where the entered judgment describes a category of funds to which the prevailing party is entitled but does not specify the amount of the recovery. We conclude, as a result, that while voluntary payment of a judgment in full might extinguish the court's jurisdiction, payment of only part of it does not. And here, contrary to Nguyen's assertion, she paid only part of the judgment. It is true that the district court's May 2023 order directed Nguyen to "pay the [$22,803 plus statutory interest] to [Reliant], in full satisfaction of the judgment," but the March 2022 judgment itself had stated that the judgment was broader than $22,803 plus statutory interest; it expressly also included "interest, from and after June 29, 2011, at the note rate, costs and disbursements, including attorneys' fees as allowed by law *in such an amount as the Court shall determine*." (Emphasis added.)

We observe that the district court committed an error, because for a payment to halt a foreclosure sale, and for a mortgage to be reinstated, a mortgagor must pay the "amount actually due thereon" at the time of the commencement of the foreclosure proceedings, including "interest to date of payment." Minn. Stat. § 580.30, subd. 1 (2024). By acknowledging that Reliant was still owed amounts on the mortgage, the district court implicitly found the reinstatement statute unsatisfied. But despite the error, the judgment here was not paid in full because the district court left open the possibility for future payments, retaining its jurisdiction. It did so not only in the original judgment, but in its several attempts to clarify and interpret it for the parties. And for this reason, we are unpersuaded by Nguyen's contention that Reliant's failure to appeal from the May 2023 orders meant that it had forfeited the ability to argue on appeal that the judgment had not been satisfied in full.

We reach our conclusion disagreeing with Nguyen's argument that the district court's 2024 "judgment," entitling Reliant to additional payments, constitutes an illegal "second decree" of foreclosure. The supreme court has indeed construed an earlier foreclosure statute to allow only for a judgment that "is the final judgment against the mortgagor, determining his entire liability under the mortgage." *People's State Bank of*

Jordan v. Ruppert, 249 N.W. 325, 327 (Minn. 1933); *accord Fiman v. Hagedorn*, 242 N.W. 292, 294 (Minn. 1932). Yet there was but one operative foreclosure judgment here, and that was the judgment certified by the clerk of court in March 2022 and described above.

II

Nguyen argues that the district court improperly applied Minnesota Rule of Civil Procedure 60.02 to alter the original judgment. Reliant responds by arguing first that the district court need not have relied on rule 60.02 to alter the judgment because determining the value of the amounts categorized in the judgment merely "monetized" rather than amended the judgment. Reliant argues alternatively that the district court acted within its discretion by awarding interest and costs under rule 60.02(f).

District Court Decision as Effectuating its Express Judgment

We agree with Reliant that the district court's inclusion of interest, costs, and fees effectuated rather than amended the March 2022 judgment. Reliant contends that the judgment necessarily included a yet-undetermined amount of interest, costs, and attorney fees. The district court construed Reliant's 2024 motion as a request for the "monetization of the costs and disbursements" where Reliant had argued it was "seek[ing] to *implement* the Order for Judgment." (Emphasis added.) We believe that this characterization of Reliant's effort captures the actual circumstances in light of the judgment's language.

We recognize that the judgment language is not conventional in the foreclosure context and is the source of difficulty here. Nguyen accurately highlights that the foreclosure statute contemplates judgment to be entered "adjudging the amount due, with costs and disbursements . . . and directing the sheriff to proceed to sell [the mortgaged premises].” Minn. Stat. § 581.03 (2024). But here, although the entries in the district court docket include only a specific amount, the district court’s signed March 2022 order for judgment, which the clerk of court certified as constituting the judgment of the court, more expansively granted “judgment determining the principal amount due on the Note and secured by the Mortgage in the amount of $22,803.82 plus interest, from and after June 29, 2011, at the note rate, costs and disbursements, including attorneys’ fees as allowed by law in such an amount as the Court shall determine.” Nguyen would have us apply the foreclosure statute in a manner that strips Reliant of its ability to recover the portion of the district court’s judgment that awarded it “interest . . . at the note rate” along with costs and disbursements and “attorneys’ fees . . . in such an amount as the Court shall determine.” We will not apply the statute in this way.

Nguyen correctly asserts that a search for “monetizing” or its derivatives among Minnesota caselaw yields no relevant results. But the process of a clarified foreclosure judgment is not novel in this state. In *Baker v. Byerly*, the supreme court held that, “[w]here, in findings directing a foreclosure, the amount is not stated, but the court afterwards makes an order fixing the amount, and directing that it be inserted in the findings, the order is to be deemed a part of the findings, though the amount be not actually inserted in the latter.” 42 N.W. 395, 395 (Minn. 1889). *Baker* involved a foreclosure action where “[t]he determination of the amount due the defendant seems by agreement to have been postponed until the other issues were disposed of.” *Id.* at 395–96. The district court here, by ordering that the particular amount of categories of recovery would be “an amount as the Court shall determine,” implicitly postponed its determination until the specified amount would later be calculated. And the district court made this implicit process explicit in its later explanation to the parties clarifying that its judgment had "intended to allow [Reliant] an opportunity to obtain further relief for any remaining note interest, costs and disbursements, and attorney fees."

We find additional support in precedent concerning "clarifying" a judgment. In *Alvin v. Johnson*, the supreme court held that the district court was empowered to clarify its previous allegedly vague judgment. 71 N.W.2d 667, 668 (Minn. 1955); *see also Stieler v. Stieler*, 70 N.W.2d 127, 131 (Minn. 1955) ("It has been held that the interpretation or clarification of a judgment, ambiguous or uncertain upon its face, involves neither an amendment of its terms nor a challenge to its validity . . . ."). The district court retains jurisdiction to interpret and clarify an uncertain judgment even after time for appeal has passed. *Halverson v. Halverson*, 381 N.W.2d 69, 71 (Minn. App. 1986). And "[i]f [a judgment] . . . conveys different meanings to the[] parties, it was within the right of [a party] to move for its clarification and within the province of the court to hear and determine his motion for such purpose." *Stieler*, 70 N.W.2d at 131. Similarly here, the district court's now-contested 2024 judgment clarified rather than amended the previously undefined but expressly predicted amounts that it had categorized in its March 2022 order for judgment.

Although we affirm on this ground, we observe that the approach taken here is, as Nguyen points out, not the approach contemplated in the foreclosure process, which instead encourages efficiency and favors the finality of plainly stated judgments that include the fully adjudicated amounts in them. *See Fiman*, 242 N.W. at 294; Minn. Stat. § 581.03.

Following this approach would avoid the need for later motions and calculations, serial explanatory orders, and costly additional litigation. Our decision rests on the peculiar procedural history of this case.

District Court Decision as Granting Relief from the Judgment

Although we have affirmed based on our understanding that the district court was effectuating rather than amending the March 2022 judgment, we conclude alternatively that the district court's decision is justified if we treat it as a *relief* from judgment. Rule 60.02 applies to foreclosure actions, which are generally "governed by the same rules . . . as civil actions." Minn. Stat. § 581.01 (2024). Rule 60.02 allows a court to relieve a party from a final judgment, order, or proceeding, and grant "such other relief as may be just." Rule 60.02(f) allows for relief for any reason other than those listed in rule 60.02(a)–(e). Whether to grant rule 60.02 relief is "based on all the surrounding facts of each specific case, and is committed to the sound discretion of the district court." *Gams v. Houghton*, 884 N.W.2d 611, 620 (Minn. 2016). The district court's decision will not be reversed on appeal except for a clear abuse of discretion. *Id.* The unique procedural windings of this case lead us to conclude that the district court did not abuse its discretion by granting Reliant's April 2024 motion under rule 60.02(f).

Nguyen argues that the district court abused its discretion, committing legal error when it decided that the clock for Reliant's bringing a rule 60.02 relief-from-judgment motion began at the time of the second May 2023 order. Rule 60.02 motions must "be made within a reasonable time, and for reasons (a), (b), and (c)"—which concern mistake, newly discovered evidence, and fraud—"not more than one year after the judgment, order, or proceeding was entered or taken." Judgment was entered in March 2022, the district court granted Nguyen's request to halt the foreclosure sale by its orders in May 2023, and Reliant filed its rule 60 motion in April 2024.

We need not determine when Reliant's clock to bring the motion began because motions under rule 60.02(f), unlike motions under the first three subparts, are constrained only by reasonableness. Whether Reliant's rule 60.02(f) motion was taken from the March 2022 judgment or from the May 2023 orders, the district court properly considered the May orders as a significant circumstance when determining whether Reliant timely made its motion. The May 2023 orders left Reliant to halt the foreclosure sale where it might have obtained the full amount it was owed, including interests and costs. The district court correspondingly left open Reliant's opportunity to be made whole by a future motion. Nguyen challenges the idea that Reliant could have filed its rule 60 motion more than a year after the March 2022 judgment by citing *Cox v. Selover*, where the supreme court held that a plaintiff's motion to reopen a judgment to account for costs and disbursements was too late as it came over a year after the entry and satisfaction of the judgment. 225 N.W. 282, 283 (Minn. 1929). But the supreme court in *Cox* was applying the rule in Minnesota General Statutes section 9283 (1923) to bar the plaintiff's motion. *Id.* at 282–83. That statute, as construed by the *Cox* court, required the motion to amend the judgment to come within a year. *Id.* at 282. That rule differs from rule 60.02(f), which has no defined, one-year limit. *Compare* Minn. Gen. Stat. § 9283, *with* Minn. R. Civ. P. 60.02. We turn to Nguyen's other timeliness arguments.

Nguyen contends that, if the May 2023 orders "extended" the time for bringing a rule 60.02 motion, the district court improperly expanded its authority "to permit perpetual amendment to its judgments in such a manner." But the contention is unconvincing, as we have held that "timeliness requirements are procedural tools that do not divest a district court of jurisdiction." *Johnson v. City of Duluth*, 903 N.W.2d 1, 3 (Minn. App. 2017) (quotation omitted), *rev. denied* (Minn. Dec. 19, 2017). And to the extent Nguyen argues that the second May 2023 order itself was improper, this argument is forfeited. A party cannot complain of her own omission or switch theories on appeal. *See Eisenschenk v. Eisenschenk*, 668 N.W.2d 235, 243 (Minn. App. 2003), *rev. denied* (Minn. Nov. 25, 2003); *Annis v. Annis*, 84 N.W.2d 256, 261 (Minn. 1957). Before the second of the May 2023 orders, Nguyen asked for an order regarding her payment to satisfy the judgment that was much like the one the district court ultimately filed:

> There is no prejudice suffered by [Reliant] if the amount is applied in satisfaction of the judgment. It can still approach the court and argue that it is entitled to more money. However, again, the judgment is the judgment. It is a final judgment, docket on the judgment rolls, and [Nguyen] want[s] to pay it.

The district court's May 25, 2023 order did as Nguyen asked, clarifying that its May 24 order was intended to allow Reliant a chance to obtain further relief while shielding Nguyen from the foreclosure sale by her paying $22,803 plus accrued statutory interest. Any attack she may be suggesting on the district court's second May 2023 order is therefore ill-received on appeal.

Nguyen maintains that Reliant's motion was unreasonably late under rule 60.02(f). The supreme court has defined reasonable time in the context of a rule 60.02 motion to "var[y] from case to case" and to be determined "in each instance from the facts before the court because the very nature of the exercise of discretionary power in cases of this kind [prevents] any absolute rule being laid down." *Bode v. Minn. Dep't of Nat. Res.*, 612 N.W.2d 862, 870 (Minn. 2000) (quotations omitted). While Reliant fails to articulate substantial reasons for why it took over two years from the initial judgment for it to calculate the interest contemplated in the judgment, the unique procedural history again informs our understanding. The district court on three occasions affirmatively represented to Reliant that it could later bring its motion for the additional amounts included in the terms of the March 2022 judgment. This was an irregular proceeding, outside the usual procedure the foreclosure statute contemplates, allowing a mortgagor to reinstate without paying the full amount to which the mortgagee was entitled. *See* Minn. Stat. §§ 580.30, subd. 1, 581.03. The irregularity, which clearly favored Nguyen's effort to retain the property by avoiding the foreclosure sale, now favors applying rule 60.02(f). *See Sommers v. Thomas*, 88 N.W.2d 191, 196 (Minn. 1958) ("[I]t is clear that a strong inference of irregularity concerning the entire proceeding could properly have been drawn. This is precisely the type of case in which [rule 60.02(f)] was designed to operate . . . ."). Considering the circumstances here, we cannot say that the district court abused its discretion by determining that Reliant's motion was brought within a reasonable time.

Nguyen argues that the district court nevertheless erroneously applied rule 60.02(f). Relief under rule 60.02(f) is appropriate in "exceptional circumstances" not addressed by the other subparts in rule 60 when the equities weigh heavily for the party seeking relief and relief is necessary to avoid an unconscionable result. *Buck Blacktop, Inc. v. Gary*

Contracting & Trucking Co., 929 N.W.2d 12, 20 (Minn. App. 2019) (quotation omitted). It does not allow for mere correction of judicial errors. *Carter v. Anderson*, 554 N.W.2d 110, 113 (Minn. App. 1996), *rev. denied* (Minn. Dec. 23, 1996). But relief under rule 60.02(f) is couched in broad terms, giving a district court power to relieve a party of a judgment by exercising its discretion. *Buck Blacktop*, 929 N.W.2d at 20. For the following reasons, we believe the record supports the district court's decision.

Nguyen argues that exceptional circumstances do not exist here, that denying Reliant's motion would not produce an unconscionable result, and that the equities do not weigh heavily for Reliant. The district court construed Reliant's argument for exceptional circumstances as this: the district court previously authorized Reliant's motion; the motion is reasonable; and Reliant would suffer an unfair loss if its motion were not granted. Considering the record as a whole, we agree that exceptional circumstances exist here, as we have already intimated. Reliant was prevented in May 2023 from foreclosing on the property, where it could have secured its judgment in full, and the district court's approach left it accepting an amount that was less than what it was owed to halt the foreclosure sale. This came with affirmative representations from both Nguyen and the district court that suggested Reliant would later be able to bring a motion for the rest of the money that it believed—and the judgment stated—it was owed. It is true that Reliant's delay caused Nguyen to face more in interest and attorney fees than she might have faced if Reliant had promptly calculated and sought the amounts due on all the judgment terms. And the indefiniteness of the original judgment came from Reliant's failure to initially request those sums in specific amounts. But the equities more strongly favor Reliant; Nguyen benefited from staying in her home and retaining for a longer period the money to which Reliant was entitled. We are not unsympathetic to Nguyen's challenging situation and, to be certain, this was a close case given Reliant's delay in bringing the motion for its calculated interest. But the deferential standard of review and the procedural clumsiness leaves us to hold that the district court acted within its discretion by applying rule 60.02(f) to Reliant's motion.

We are not persuaded otherwise by Nguyen's contention that Reliant's motion could have only come under rule 60.02(a), and not under rule 60.02(f). It is true that a motion under rule 60.02(f) cannot end-run the one-year statute of limitations by asserting a claim that could otherwise be addressed in other clauses of rule 60. *See Buck Blacktop*, 929 N.W.2d at 19. But Reliant's circumstance does not fit within the confines of a rule 60.02(a) motion. Rule 60.02(a) allows for relief from judgment based on a party's "[m]istake, inadvertence, surprise, or excusable neglect," but applying it would not square with the district court's 2022 judgment and 2023 orders, which represented to Reliant that it could later move to receive the additional sums described in the judgment. Reliant's motion therefore does not arise from anyone's mistake or neglect.

Nguyen also refers us to nonbinding caselaw to urge a different outcome. The cases do not change our view. She offers examples of federal courts refusing to allow a motion under the analogous federal rule of civil procedure 60 to obtain or exclude further sums for interest after a judgment has been entered. But none of the cases she cites involve an initial judgment that expressly left open an interest determination. *See Chicago & N.W. Ry. Co. v. Union Packing Co.*, 527 F.2d 592, 592 (8th Cir. 1976); *Chicago & N.W. Ry. Co. v. Union Packing Co.*, 373 F. Supp. 734, 740 (D. Neb. 1974); *Scola v. Boat Frances, R., Inc.*, 618

F.2d 147, 150 (1st Cir. 1980); *Waggoner v. R. McGray, Inc.*, 743 F.2d 643, 644 (9th Cir. 1984); *Paddington Partners v. Bouchard*, 34 F.3d 1132, 1136–37, 1139–40 (2d Cir. 1994). Reliant's entitlement to note interest and other amounts was from the outset and throughout the proceedings a component of the judgment.

III

Nguyen argues last that the district court improperly granted Reliant double recovery on interest amounts, maintaining that the amount she paid on accrued statutory interest from March 2022 to May 2023 is duplicated by Reliant's recovery of note interest during the same period. Reliant "does not oppose . . . directing the clerk of court to refund $1,149.46 of statutory interest" that Nguyen paid. We generally will not disturb a monetary award unless failing to do so would be "shocking or would result in plain injustice." *See Dunn v. Nat'l Beverage Corp.*, 745 N.W.2d 549, 555 (Minn. 2008) (quotation omitted). Minnesota disfavors allowing awards of "double recovery." *See Sorchaga v. Ride Auto, LLC*, 909 N.W.2d 550, 557 (Minn. 2018); *Staffing Specifix, Inc. v. TempWorks Mgmt. Servs., Inc.*, 896 N.W.2d 115, 125 (Minn. App. 2017), *aff'd on other grounds*, 913 N.W.2d 687 (Minn. 2018). We therefore direct the district court on remand to return to Nguyen statutory interest she has paid during the same period of Reliant's award for interest at the note rate.

Affirmed in part, reversed in part, and remanded.