This opinion is nonprecedential except as provided by Minn.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
A25-0477

In the Marriage of:

Jeneen Marie Molldrem, petitioner,
Respondent,

vs.

Kevin Daniel Molldrem,
Appellant.

Filed February 23, 2026
Affirmed and remanded; motions denied
Bond, Judge

Hennepin County District Court
File No. 27-FA-18-8792

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Considered and decided by Connolly, Presiding Judge; Bond, Judge; and Smith, John, Judge.[*]

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

NONPRECEDENTIAL OPINION

BOND, Judge

Appellant husband challenges the district court's denial of his motion to modify his spousal-maintenance obligation, arguing that the district court made clearly erroneous findings regarding his income and lifestyle and abused its discretion by determining that his decreased income does not warrant modification. By notice of related appeal, respondent wife asserts multiple errors in the district court's partial denial of her motions for relief related to husband's failure to satisfy two requirements of the dissolution judgment: (1) make monthly payments on her marital lien against his dentistry practice and (2) pay her a salary from his dentistry practice in the form of contribution to her 401(k) account. Wife also challenges the district court's denial of her motion for need- and conduct-based attorney fees and moves this court to remove various documents from the record and strike parts of husband's brief. We affirm but remand in part for the district court to add language to its order to effectuate its decision regarding husband's obligation to pay the outstanding amount toward wife's marital lien; we deny wife's motions.

FACTS

The 22-year marriage of appellant Kevin Daniel Molldrem (husband) and Jeneen Marie Molldrem (wife) was dissolved in 2019. The stipulated dissolution judgment provides, in relevant part, for spousal maintenance and division of the parties' marital property, including husband's dentistry practice, Molldrem Family Dentistry (the practice). Regarding spousal maintenance, the dissolution judgment determines that husband earns average gross monthly income of $108,333 and requires him to pay wife $15,000 in monthly spousal maintenance. It also requires husband to provide wife several types of "additional spousal maintenance," including paying her a salary from the practice commensurate with the maximum contribution limit for a 401(k) and deferring the salary payments to her 401(k).

Regarding allocation of the practice itself, the dissolution judgment values it at $2,000,000, of which wife is entitled to half. It awards the practice to husband, subject to an interest-bearing marital lien in favor of wife in the amount of $707,696 (after reducing her half interest by other property awarded to her as down payment on that interest). Husband is required to make monthly payments of $6,635.83, which includes a 4% interest rate, according to an amortization schedule attached to the dissolution judgment; under that schedule, husband is expected to pay a total (principal and interest) of $875,930 by 2030. The dissolution judgment also provides that the court "shall retain jurisdiction over the property award" and if husband "defaults on the lien, by being more than 60-days late in a payment," wife may petition the court to "restructure" the property settlement "to compensate her for her interest" in the practice.

In early 2024, the parties filed the motions giving rise to this appeal. In relevant part, husband moved the district court to modify his spousal-maintenance obligation. He averred that the practice "has not thrived," and that decreased revenues (which he attributed to various factors, including employee malfeasance, a lawsuit by a disgruntled patient, and some population shifts) and increased expenses (which he primarily attributed to the 2023 establishment of a second office for the practice) mean his income is now significantly less than at the time of the dissolution. He argued that his reduced income is a substantial change in circumstances that renders the maintenance order unreasonable and unfair.

Wife, in turn, averred that husband failed to satisfy several of his financial obligations under the dissolution judgment, including failing to make payments toward her marital lien on the practice from December 2020 to October 2023 (at which point he resumed payments), and ceasing contribution to her 401(k) in November 2022. She asked the district court, in relevant part, to (1) hold husband in contempt of court for failing to make these payments; (2) restructure the property settlement to require husband to liquidate or transfer assets to immediately pay her the full remaining balance of the marital lien, including expected interest ($716,670); (3) order husband to "reinstate" her as an employee at the practice, pay her $25,964 as reimbursement for 401(k) contributions he failed to make in 2022 and 2023, and "fully fund" her 401(k) for 2024; and (4) award her need- and conduct-based attorney fees.

After a hearing and review of the parties' extensive written submissions, the district court substantially denied the motions.[1] Regarding husband's maintenance-modification motion, the district court found that husband has "experienced some serious obstacles" but was "not convinced that these hurdles are permanent changes rather than temporary setbacks." It also found that his earnings have not decreased "substantially," noting that he still earns "significant" gross monthly income of $51,682, which is sufficient to meet

[1] A referee conducted the hearing and issued a recommended order, which the district court countersigned; the same process occurred for the parties' motions for amended findings. "The recommended findings and orders of a referee become the findings and orders of the court when confirmed by a judge." Minn. Stat. § 484.70, subd. 7(c) (2024).

both his and wife's needs, and "continues to make substantial monthly expenditures for his personal life," including frequent travel. Ultimately, the court reasoned that husband's income has not "decreased substantially to the extent that he is unable to meet his financial commitments, negotiated as part of the [dissolution judgment]," and denied his motion accordingly.

Regarding wife's motions, the district court found that husband had failed to meet his financial obligations under the dissolution judgment but declined to hold him in contempt. Instead, as for wife's marital lien, the court found that husband would have paid her $436,222 by May 2024 if he had followed the amortization schedule and that he "must pay" that sum "within one year of the entry of this order." It denied her request to have him pay the full outstanding balance, even only the remaining principal ($439,708), explaining that wife "provided no law that supports her receiving [the funds] in advance from [husband]." And as for 401(k) contributions, it found that husband "must continue to contribute to [wife's] 401(k) as directed in the [dissolution judgment]." The district court also denied wife's motion for attorney fees, reasoning that (1) need-based fees are not warranted because, in light of husband's financial obligations to wife, she has not demonstrated that she needs fees or that he can afford them; and (2) conduct-based fees are not warranted because husband's motion, while unsuccessful, was not frivolous.

Both parties moved for amended findings. The district court partially granted the motion, making the following relevant amendments: (1) adding language explaining its reasoning as to husband's income, including a finding that husband chose to defer income into a business investment in a second office location and "[b]ecause [husband] does not have a good-faith decrease in income, the Court will utilize the income [he] claimed to have in 2023 on his mortgage application, which is $620,184," or the $51,682 gross monthly income it had found; and (2) correcting the amount that husband owes wife for missed payments on the marital lien from $436,222 to $276,962.

Husband filed this appeal, and wife filed a notice of related appeal.

DECISION

I. The district court did not abuse its discretion by denying husband's motion to modify his spousal-maintenance obligation.

A party seeking to modify a spousal-maintenance obligation must demonstrate that a substantial change has occurred in the parties' circumstances and that the change renders the existing obligation "unreasonable and unfair." Minn. Stat. § 518.552, subd. 5b(b) (2024). A "substantial[]" decrease in an obligor's "gross income" may be such a change. *Id.*, subd. 5b(b)(1).

We review a district court's decision regarding modification of spousal maintenance for an abuse of discretion. *Sinda v. Sinda*, 949 N.W.2d 170, 174 (Minn. App. 2020). 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." *Madden v. Madden*, 923 N.W.2d 688, 696 (Minn. App. 2019). We will not disturb a district court's determination of income for spousal-maintenance purposes unless it is clearly erroneous. *Sinda*, 949 N.W.2d at 175. A finding is clearly erroneous if it is "manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole." *Kiya v. Jackson*, 23 N.W.3d 857, 863 (Minn. App.

2025) (quoting *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021)), *rev. denied* (Minn. Aug. 12, 2025).

In challenging the district court's denial of his maintenance-modification motion, husband first disputes the district court's factual findings regarding his lifestyle and income. We address each finding in turn.

Regarding husband's lifestyle, the court found that he "continues to make substantial monthly expenditures for his personal life" and that his frequent travel, including planned travel to attend the Paris 2024 Olympics, "bel[ies] his claims of a major lifestyle reduction." Husband has not shown clear error in these findings. While his current monthly expenses are approximately $3,000 less than at the time of the dissolution, the district court's description of his current monthly expenditures of $16,370 as still "substantial" is not clearly erroneous. Husband asserts that the district court's lifestyle finding "ignore[s] . . . his liquidation of assets" in the intervening years, but he does not specify which assets he liquidated or cite to the record. To the extent that husband refers to his liquidation of the parties' children's 529 accounts and IRAs, the district court addressed this elsewhere in its order and implicitly found that the liquidation does not reflect a reduction in his lifestyle because it (1) required him to replenish the accounts, and (2) found that husband continues to make significant expenditures on things like travel—a finding that husband does not directly dispute in this appeal.

Regarding his income, husband advances several arguments. He principally argues that he "does not have" gross monthly income of $51,682, as the district court found, and that his "actual" 2023 gross monthly income was $13,630. But the court explained that the

$51,682 figure came from husband's own report of his gross income on a mortgage application that he executed in August 2023, and that it also considered the practice's financial records for 2022 and 2024, which reflect similar income levels. The mortgage application and the practice's financial records are evidence that supports the district court's finding, and husband presents no legal authority precluding the court from relying on this evidence or requiring it to determine income by some other method.[2] At most, he points to financial documents in the record that could have supported a different finding. But the existence of such evidence does not make the court's income finding clearly erroneous. *See Kenney*, 963 N.W.2d at 223 ("When the record reasonably supports the findings at issue on appeal, it is immaterial that the record might also provide a reasonable basis for inferences and findings to the contrary." (quotation omitted)).

Husband further contends that accepting the mortgage-application figure as his income amounted to imputing income to him, which was improper because the record does not show that he limited his income in bad faith. This argument is unavailing. Imputation of income entails consideration of earning capacity based on bad-faith limitation of income, rather than actual income. *Melius v. Melius*, 765 N.W.2d 411, 415 (Minn. App. 2009). While the district court referenced a lack of good faith as its reason for considering the

[2] In his reply brief and oral argument, husband asserted that the district court was required to calculate his income according to Minn. Stat. § 518A.30 (2024), which defines income from self-employment for purposes of determining gross income. He does not explain why this statute precluded the court from relying on his own report of his income on the mortgage application, particularly when that report aligns with a broader picture of the practice's financial information. To the contrary, such an approach is similar to averaging several years' income, which is well-established as a valid method of determining income. *See Veit v. Veit*, 413 N.W.2d 601, 606 (Minn. App. 1987).

mortgage application, that application is evidence of husband's actual income, not his earning capacity. Additionally, to the extent that husband's argument challenges the finding that he did not have a good-faith decrease in income, the record amply supports the court's reasoning—that husband chose to defer income into the practice but continued to make substantial monthly expenditures for himself.

Husband also takes issue with the district court's finding that his net monthly income is $49,725. But husband does not provide any citation to the record or legal authority to support his assertion that the figure the court used is "unrealistic." As such, he has not shown that the finding is clearly erroneous.

In addition to challenging the court's factual findings, husband argues that the district court abused its discretion by determining that the reduction in his income does not render the spousal-maintenance award unreasonable and unfair. While the district court noted several factors affecting this determination, including that the income reduction seems likely to be temporary and that it has not affected his personal spending, the crux of the court's decision was that husband's gross income continues to be sufficient to meet both his own needs and wife's. That reasoning comports with the record. As noted above, husband's gross monthly income, even with business setbacks, is $51,682. Subtracting from that amount husband's own expenses ($16,370) and his financial obligations to wife (approximately $25,000) still leaves more than $10,000 per month. This supports the district court's determination that it is not unreasonable and unfair to expect husband to continue paying the amount of maintenance he agreed to at the time of the dissolution.

II. The district court did not abuse its discretion in deciding wife's motion regarding husband's failure to make marital-lien payments, but it failed to effectuate its decision in its order.

Following final disposition of the parties' marital property in a dissolution judgment, a district court has discretion to issue orders to clarify, implement, or enforce the terms of the judgment, *Johnson v. Johnson*, 902 N.W.2d 79, 84 (Minn. App. 2017), but it generally may not modify the property settlement, *Redmond v. Redmond*, 594 N.W.2d 272, 275 (Minn. App. 1999). One exception is if the court retains jurisdiction to address some aspect of the property settlement at a later date. *See McGowan v. McGowan*, 532 N.W.2d 258, 260 (Minn. App. 1995). Much as a district court has discretion in enforcing a property settlement, *Nelson v. Nelson*, 806 N.W.2d 870, 871 (Minn. App. 2011), and in deciding whether to reopen and modify a property settlement, *Knapp v. Knapp*, 883 N.W.2d 833, 835 (Minn. App. 2016), a district court that retains jurisdiction over a property settlement has discretion in determining whether and how to modify it. A district court abuses its discretion by making findings of fact that are unsupported by the evidence, misapplying the law, or rendering a decision that is "against logic and the facts on record." *Knapp*, 883 N.W.2d at 835.

Wife contends the district court abused its discretion in three respects in deciding her motion to address husband's failure to make payments on her marital lien: (1) denying her request to require immediate payment of the full remaining balance, (2) directing husband to pay the outstanding amount without requiring him to pay interest, and (3) failing to include the repayment requirement in its conclusions of law or order.

Full Payment

The district court denied wife's request to have husband pay the full outstanding marital-lien balance, explaining that she "provided no law that supports her receiving [the funds] in advance from [husband]." Wife does not dispute that she provided no such authority but contends she did not need to do so because the dissolution judgment permits the court to restructure the property settlement. We disagree. The dissolution judgment establishes only that wife may petition the court to "restructure the property division . . . to compensate her for her interest in [the practice]." It does not establish that the specific type of restructuring that wife requested is appropriate. The district court's statement about supporting law focuses on the question of how, not whether, it could restructure. Because wife provided no basis for restructuring the property settlement in the manner she requested, the district court did not abuse its discretion by declining that request.

Moreover, even when a court retains jurisdiction to modify a property settlement, its purpose in such modification is still essentially to implement or enforce the dissolution judgment. *See McGowan*, 532 N.W.2d at 260 (noting that district court's "modification of the original decree does not affect the essential provisions of the original judgment on the substantive rights of either party"). The dissolution judgment incorporates the parties' agreement that it was appropriate for husband to pay off wife's half interest in the practice via monthly payments through 2030. Requiring husband to pay immediately the remaining principal balance of more than $400,000 (let alone the more than $700,000 of principal and interest that she requested) would be a drastic change from the parties' agreement. It was thus well within the district court's discretion to decline wife's request.

Repayment without Interest

Wife also contends the district court abused its discretion by requiring husband to repay her the outstanding amount of $276,962 within a year of its order, without requiring him to pay interest during that time. She contends doing so improperly restructured the property settlement because it deprives her of the interest she could have earned on those funds if husband had paid according to the amortization schedule. Wife's argument is unconvincing. Wife showed that husband failed to adhere to the property settlement by not paying according to the amortization schedule for nearly three years. To remedy that failure and enforce the property settlement, the district court required husband to pay her the amount he would have paid under the amortization schedule. It might have been reasonable to also impose an interest requirement to account for the possibility that wife could have earned interest on those funds in the interim, but we discern no abuse of discretion by the district court in declining to do so given the numerous financial commitments it had already continued or imposed on husband and the likelihood—as wife expressly contemplated in her motion—that husband will have to liquidate assets to pay the outstanding sum.

Lack of Payment Order

Finally, wife contends the district court abused its discretion by failing to effectuate its finding that husband must correct his marital-lien default by paying wife $276,962 with an order imposing that requirement. She points to *Dailey v. Chermak*, which directs that "conclusions of law (which become the judgment in the case) prevail over an inconsistent statement in the findings of fact." *Dailey v. Chermak*, 709 N.W.2d 626, 631 (Minn. App.

2006). We agree that the absence of an order requiring husband to pay the outstanding amount is inconsistent with the court's finding and leaves wife without recourse if husband fails to pay. Accordingly, we remand for the district court to add language to its order that effectuates its repayment directive.

III. The district court did not abuse its discretion in deciding wife's motion regarding husband's failure to contribute to her 401(k).

Wife's motion for relief related to husband's obligation to contribute to her 401(k) essentially asked the district court to enforce that aspect of the dissolution judgment. As noted above, a district court has discretion in doing so. *Johnson*, 902 N.W.2d at 84. Wife contends the district court abused its discretion in (1) denying her request for a lump sum for amounts not paid into her 401(k) in 2022 to 2023, and (2) denying her request to be reinstated as an employee at the practice for purposes of contributing to her 401(k).

Lump-Sum Payment

Wife first contends the district court's decision regarding the lump sum is defective for insufficient findings. She is correct that a district court's findings should be sufficiently detailed to "satisfy the parties" that it decided their case fairly and to "facilitate meaningful appellate review." *Lewis v. Lewis*, 414 N.W.2d 588, 590 (Minn. App. 1987). But a district court's findings may be implicit. *See Prahl v. Prahl*, 627 N.W.2d 698, 703 (Minn. App. 2001) (treating maintenance factors "as addressed when they are implicit in the findings").

The district court's express and implied findings are sufficient. The court noted that wife asked it to (1) hold husband in contempt for failure to make 401(k) contributions in 2022 and 2023 and (2) order him to pay a lump-sum payment to reimburse her for those omitted contributions. It expressly denied the contempt motion and implicitly denied the request for a lump sum, saying instead that husband "must continue to contribute to [wife's] 401(k) as directed in the [dissolution judgment]." When wife moved for amended findings, she proposed a reason for a lump sum—husband can no longer contribute to her 401(k) for prior years. The district court denied the request, thereby implicitly rejecting wife's reasoning. Overall, the district court effectively communicated that a lump sum is not an appropriate remedy for omitted 401(k) contributions but wife is still entitled to the benefit afforded to her in the dissolution judgment—contributions going forward.

Wife also argues that the district court abused its discretion by directing husband to "continue" to contribute to her 401(k) because that directive requires husband to "undertake action that is no longer allowed under federal law," specifically contributing to her 401(k) for 2022 and 2023. But the court did not expressly say anything about contributions for those years, and the present tense "continue" does not suggest retroactive effect. And it would be improper for us to read what the district court said in a manner that assumes error. *See McBee v. Team Indus., Inc.*, 26 N.W.3d 847, 857 (Minn. 2025) ("We do not assume error, and the burden of showing error rests upon the one who relies upon it." (quotation omitted)). Rather, as noted above, the district court implicitly determined that a lump sum is not an appropriate remedy for omitted 401(k) contributions. And that reasoning makes sense—the benefit wife is entitled to under the dissolution judgment is a 401(k) contribution, not cash. It was not an abuse of discretion for the district court to decline to award the latter simply because the former is no longer possible.

Reinstatement as an Employee

Wife next claims error in the district court's failure to expressly order husband to reinstate her as an employee at the practice. The record defeats this claim. The district court's decision on wife's 401(k) motion contains an implicit directive—if husband "must continue to contribute" to wife's 401(k), then he must take whatever steps are necessary for him to do so. The parties agree that one of those steps is making wife an employee of the practice. Indeed, wife's motion for amended findings recognizes the implicit directive, construing the "continue to contribute" directive as requiring husband "to continue to employ [her] at [the practice] and defer [her] salary to [her] 401(k)." In short, because both parties understood that contributing to wife's 401(k) would require husband to make wife an employee of the practice, a directive that he do so is implicit in the determination that he must continue to contribute and the omission of an express directive to that effect is not error.

IV. The district court did not abuse its discretion by denying wife attorney fees.

A district court may award need- or conduct-based attorney fees in a family-law matter. Minn. Stat. § 518.14, subd. 1 (2022).[3] We review a district court's decision regarding both types of attorney fees for an abuse of discretion. *Backman v. Backman*, 990 N.W.2d 478, 489 (Minn. App. 2023) (need); *Madden*, 923 N.W.2d at 702-03 (conduct).

[3] The legislature amended Minn. Stat. § 518.14, subd. 1, during the pendency of the parties' motions, but the new language applies only to proceedings "commenced on or after" August 1, 2024. 2024 Minn. Laws ch. 101, art 1, §§ 5, 10, at 862, 868.

Need-Based Fees

Need-based fees are appropriate, and "shall" be awarded if the court finds: (1) the fees are "necessary for the good faith assertion of the party's rights"; (2) the party from whom fees are sought "has the means to pay them"; and (3) the party seeking fees "does not have the means to pay them." Minn. Stat. § 518.14, subd. 1. The party seeking fees bears the burden of showing all three of these factors. *Phillips v. LaPlante*, 823 N.W.2d 903, 907 (Minn. App. 2012).

The district court found that, "with her maintenance obligation," wife "has not demonstrated" she is unable to pay fees. And it found that wife failed to show that husband is able to pay fees "on top of his maintenance obligation and other financial commitments to [wife]." Wife contends both of these findings are clearly erroneous. She appears to be correct regarding her ability to pay because the court found that her monthly expenses exceed her income by $2,961. However, her challenge to the finding regarding husband's ability to pay is less persuasive. Wife contends the court's finding that husband lacks the ability to pay is clearly erroneous because it is inconsistent with the court's findings as to his income. We discern no inconsistency. As discussed above, the court's income findings, based on the record, reflect that his gross income exceeds his own expenses and financial obligations to wife by about $10,000. But that figure does not account for his tax obligations or his various repayment obligations. Indeed, the district court recognized that husband's various financial commitments match his decreased income when it rejected wife's request for a cost-of-living increase in her maintenance award. In sum, wife has not shown any error in the finding that husband is unable to pay, and that failure as to one of the required factors supports the denial of need-based attorney fees.

Conduct-Based Fees

A district court "may" award conduct-based fees "against a party who unreasonably contributes to the length or expense of the proceeding." Minn. Stat. § 518.14, subd. 1. Again, the party seeking fees bears the burden of showing the propriety of the requested award. *Geske v. Marcolina*, 624 N.W.2d 813, 819 (Minn. App. 2001).

In denying conduct-based fees, the district court found only that, while husband did not prevail in his modification motion, "he has not brought this action in any frivolous way." Wife principally argues that the district court abused its discretion because it failed to address husband's conduct (nonpayment of his obligations) that led her to bring her motions. But we have consistently held that conduct-based fees are based on behavior "during the litigation process." *Baertsch v. Baertsch*, 886 N.W.2d 235, 238 (Minn. App. 2016) (citing *Geske*, 624 N.W.2d at 819). In particular, fees incurred in enforcing an obligation may be recoverable under other statutes but are outside the scope of Minn. Stat. § 518.14 (2024).[4] *Geske*, 624 N.W.2d at 819 n.7. It was not an abuse of discretion to deny fees related to enforcement of husband's financial obligations.

Wife also asserts that she should have received conduct-based fees because husband engaged in obstructive conduct during the proceeding, such as failing to timely respond to

[4] Wife points to new statutory language that provides for recovery of fees incurred in "seek[ing] enforcement" of an obligation. Minn. Stat. § 518.14, subd. 1a (2024). But as noted above, this new language does not apply to this proceeding because it was commenced in early 2024. *See* 2024 Minn. Laws ch. 101, art 1, § 10, at 868.

discovery requests and failing to "meaningfully participate in mediation." The district court did not address these items in its findings on attorney fees, but wife presented them to the district court, and it repeatedly—in its original order and its order regarding amended findings—declined to find them bases for conduct-based fees. This reflects the court's implicit determination that the conduct at issue did not unreasonably contribute to the length or expense of the proceeding. Wife contends that determination is flawed because husband's conduct is "strikingly similar" to the conduct deemed fee-worthy in *Madden*, 923 N.W.2d at 702-03. But wife overstates the similarity. She conflates husband's apparent unwillingness to reach an agreement during mediation with the outright refusal to mediate in *Madden*, and conflates his two-week delay in providing some discovery and his motion for a protective order related to confidential patient billing with the near complete refusal to respond to discovery in *Madden*. As such, wife has not demonstrated that the district court abused its discretion by declining to award conduct-based fees.

V. Wife is not entitled to relief on her motions regarding the contents of the record or husband's brief.

Wife moves this court to remove documents from the record and to strike portions of husband's brief that rely on some of those documents.

Record

The record on appeal consists of "documents filed in the [district] court, the exhibits, and the transcript of the proceedings, if any." Minn. R. Civ. App. P. 110.01. If "anything material to either party is omitted from the record by error or accident or is misstated in it," or if there are any "other questions as to the form and content of the record," a party may move this court to correct the record. Minn. R. Civ. App. P. 110.05.

Wife asks us to correct the record by removing nine documents from the record—an affidavit that husband filed six days before the hearing on the parties' motions and eight items that both parties filed in support of their motions for amended findings. She contends we should remove husband's affidavit from the record because the district court said it would not consider the untimely affidavit. And she contends we should remove the items submitted with the motions for amended findings because it appears that the district court, which substantially denied the motions, did not consider them. These contentions are unavailing. Wife does not dispute that all nine of the documents in question are in the record because they were "filed in the [district] court." *See* Minn. R. Civ. App. P. 110.01. And she identifies no authority for the proposition that documents filed in the district court are no longer part of the record, or should be removed from the record, simply because the district court declines to consider them. Accordingly, we deny wife's motion to remove the duly filed documents from the record.

Husband's Brief

Wife asks us to strike the last paragraph of page three and all of pages four and five from husband's brief, which contain a recitation of factors affecting the financial circumstances of the practice and, by extension, husband. She contends these are "facts outside the record on appeal" because husband cites, as record support for the facts, some of the materials she now argues should be removed from the record. Wife is correct that "[a]ppellate courts may not consider matters outside the record on appeal." *Brodsky v.*

Brodsky, 733 N.W.2d 471, 479 (Minn. App. 2007) (quotation omitted). But husband's brief does not require us to do so. Even if the materials that husband cited were outside the record, the pertinent facts are not because they appear in affidavits that husband filed in early 2024 in support of his maintenance-modification motion. And wife does not dispute that those affidavits are part of the record. We therefore deny the motion to strike.

Affirmed and remanded; motions denied.