This opinion is nonprecedential except as provided by Minn.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
A25-1870

In re the Marriage of:

Marianne Michele Thayer, petitioner,
Respondent,

vs.

Larry Frank Thayer,
Appellant.

Filed August 24, 2026
Affirmed
Slieter, Judge[*]

Hennepin County District Court
File No. 27-FA-24-43

Marianne Michele Thayer, Bloomington, Minnesota (self-represented respondent)

Matthew J. Gilbert, Gilbert Alden PLLC, Burnsville, Minnesota (for appellant)

Considered and decided by Worke, Presiding Judge; Connolly, Judge; and Slieter, Judge.

NONPRECEDENTIAL OPINION

SLIETER, Judge

On appeal from a judgment dissolving the parties' marriage, appellant-husband argues that the district court erred by (I) adopting wholesale respondent-wife's proposed

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

order; (II) dividing the marital property; (III) improperly analyzing each of the spousal maintenance factors; (IV) awarding conduct-based attorney fees despite respondent-wife's conduct; and (V) failing to grant a new trial. Because the district court independently considered the issues and acted within its discretion to allocate marital property, awarding respondent spousal maintenance, awarding respondent conduct-based attorney fees and in denying appellant a new trial, we affirm.

FACTS

Appellant-husband Larry Frank Thayer and respondent-wife Marianne Michele Thayer married in 1991 and separated in 2024. Near the time of separation, husband was served with an ex parte order for protection (OFP) on wife's behalf. Husband ultimately consented to issuance of the OFP. In relevant part, the OFP required husband to (1) maintain current insurance policies and (2) continue to pay all mortgage payments on the parties' Bloomington home.

A dissolution proceeding commenced and, following a stipulation by the parties resolving all other issues, the district court referee conducted a one-day court trial in April 2025, to address financial and property issues.[1] Following the trial, the district court asked each party to submit a proposed judgment and decree, which they did. The final judgment and decree was dated October 29, 2025. The district court's findings of fact and conclusions of law relevant to the issues in this appeal are highlighted below.

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[1] This opinion refers to the fact-finder/decision-maker as the district court because the district court signed the referee's order and "[t]he findings of a referee, to the extent adopted by the [district] court, shall be considered as findings of the [district] court." Minn. R. Civ. P. 52.01.

The district court found that husband possessed three snowmobiles as of the valuation date, that they were marital property, and awarded their value to husband on the property schedule.

The parties' marital property includes a Florida home, which the district court awarded to husband subject to a marital lien in favor of wife. The Florida home also sustained damage in a hurricane, and the parties received a settlement payment from their homeowners' insurance company. The district court determined that husband used a portion of those insurance proceeds for his own personal purposes, which included living expenses. The home is for sale, and the district court used the listing price to determine the home's value for purposes of the property division.

The parties' Bloomington home is also included as a marital asset which had been sold before the trial with the sale proceeds held in a trust account by a receiver appointed by the district court. The net sale proceeds were awarded equally to the parties. However, the district court determined that "due to husband's failure to pay the mortgages as required by the [OFP]," these costs will be attributed solely to husband on the property schedule.

The district court determined that husband dissipated marital assets of $6,071.94 for an extramarital affair and included wife's dissipation of assets claim on the husband's side of the property schedule. As to allocation of other assets, the district court found that husband sold the parties' hot tub without wife's permission and that he kept the sale proceeds for his own benefit; that amount was added to his awarded assets on the property schedule. The district court awarded all of husband's Pipe Trades Services of MN Supplemental Plan to wife. Other pension plans owned by husband were divided equally.

As part of its allocation of marital debt, the district court determined that the $6,315.09 wife borrowed to pay a veterinary bill for the parties' dog was marital debt attributed to wife on the property schedule. Finally, the district court ordered that husband pay wife an equalizer amount of $126,152.90.

After considering the spousal maintenance factors, the district court awarded wife indefinite spousal maintenance in the monthly amount of $3,225.

The district court also awarded wife $25,000 from husband as conduct-based attorney fees.

Husband moved for a new trial, which the district court denied.

Husband appeals.

DECISION[2]

I. The district court independently examined the evidence in making its findings of fact.

Husband contends that the district court erred "by its wholesale adoption of wife's proposed order."

When the district court largely adopts a proposed order for judgment and decree, it "raises the question of whether the trial court independently evaluated each party's testimony and evidence." *Bliss v. Bliss*, 493 N.W.2d 583, 590 (Minn. App. 1992), *rev. denied* (Minn. Feb. 12, 1993). But "the verbatim adoption of a party's proposed findings and conclusions of law is not reversible error per se." *Id.* And a reviewing court

[2] Wife did not file a brief. We nevertheless review the appeal on the merits under Minn. R. Civ. App. P. 142.03.

examines the findings to determine whether they are clearly erroneous. *Schallinger v. Schallinger*, 699 N.W.2d 15, 23 (Minn. App. 2005) (determining that the district court evaluated the evidence independently "[b]ased on a review of the record and the district court's extensive findings of fact and conclusions of law), *rev. denied* (Minn. Sept. 28, 2005).

We note that the district court made significant changes to the wife's proposed order including: the court changed the analysis of "orders for protection," made multiple credibility determinations not in wife's proposed order, removed various citations and quotes of statutes, reworked the proposed "spousal maintenance" section, added analysis of the reasonableness of wife's budget, and provided more reasoning for why it was relevant that husband never attended anger management courses.

More importantly, upon review of the record, it supports the district court's findings of fact, which support the conclusions of law and, therefore, the district court did independently evaluate the proposed ruling and did not clearly err.

II. The district court did not clearly err in its findings about the division of marital property.

Husband contends that the district court erred (A) "in finding that the parties owned three snowmobiles," (B) in its valuation of the Florida home, (C) in its finding husband dissipated marital assets, (D) in its division of the Pipe Trade Services of MN Supplemental Plan, and (E) in its division of marital debt.

"Appellate [courts] set aside a district court's findings of fact only if clearly erroneous, giving deference to the district court's opportunity to evaluate witness credibility. Findings of fact are clearly erroneous [when] an appellate court is left with the definite and firm conviction that a mistake has been made." *Goldman v. Greenwood*, 748 N.W.2d 279, 284 (Minn. 2008) (quotation and citations omitted). "When determining whether findings are clearly erroneous, the appellate court views the record in the light most favorable to the [district] court's findings." *Vangsness v. Vangsness*, 607 N.W.2d 468, 472 (Minn. App. 2000). Appellate courts do not disturb findings of fact based on conflicting evidence unless the findings are "manifestly and palpably contrary to the evidence as a whole." *In re S.G.*, 828 N.W.2d 118, 127 (Minn. 2013) (quotation omitted).

"A [district] court has broad discretion in evaluating and dividing property in a marital dissolution and will not be overturned except for abuse of discretion." *Antone v. Antone*, 645 N.W.2d 96, 100 (Minn. 2002). "[Appellate courts] will affirm the trial court's division of property if it had an acceptable basis in fact and principle even though we might have taken a different approach." *Id.*

The district court's valuation of an asset is a finding of fact which "shall not be set aside unless clearly erroneous on the record as a whole." *Maurer v. Maurer*, 623 N.W.2d 604, 606 (Minn. 2001) (quotation omitted). "[V]aluation is necessarily an approximation in many cases." *Hertz v. Hertz*, 229 N.W.2d 42, 44 (Minn. 1975). Accordingly, valuations that fall within a "reasonable range of figures," as identified by "competent witnesses," must be sustained. *See id.*

Whether a party dissipated marital assets under subdivision 1a is a question of fact, which this court reviews for clear error. *See* Minn. Stat. § 518.58, subd. 1a (2024) (stating that the district court shall compensate a party if it "finds" that the other party has violated the statute and that "[t]he burden of proof under this subdivision is on the party claiming" dissipation); Minn. R. Civ. P. 52.01 (stating that findings of fact "shall not be set aside unless clearly erroneous").

Appellate courts defer to district court credibility determinations. *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221-22 (Minn. 2021); *see also Gada v. Dedefo*, 684 N.W.2d 512, 514 (Minn. App. 2004) (stating that, on appeal, appellate courts "neither reconcile conflicting evidence nor decide issues of witness credibility, which are exclusively the province of the fact[-]finder").

We address husband's claims in turn.

A. Three Snowmobiles

The district court found that the parties' owned three snowmobiles as of the valuation date. Husband claims the district court clearly erred because, as he testified, he pawned the two snowmobiles to pay for repair to the roof of the Florida home and that he did not have the money to buy them back. As to the third snowmobile, husband argues that no evidence supports its existence.

As for the two snowmobiles, the district court found that, though husband testified that he pawned two snowmobiles and could not afford to buy them back, a snowmobile purchase receipt from the pawnshop identified "Larry Thayer," husband, as the purchasing customer, and payment was in cash. The district court determined that, therefore, documentation from the pawnshop revealed that husband re-purchased the snowmobiles from the pawnshop and it did not find husband's contrary testimony credible. The district court determined that husband owned these two snowmobiles and we defer to the district court's credibility findings. *See Goldman*, 748 N.W.2d at 284 (stating that appellate courts give "deference to the district court's opportunity to evaluate witness credibility")

The district court also found that husband bought a third snowmobile in late 2023. Evidence was presented that husband was given a citation for "Snowmobile – Fail to give notice of transfer/ownership/abandonment or destruction," and husband told the police officer that he "did not have any registration for the snowmobile displayed because he bought the machine in late 2023 from a racing company but had not transferred the ownership to his name." Husband pleaded guilty to the charge. The district court added the value of the three snowmobiles to the list of husband's assets on the property schedule.

The district court's factual finding about three snowmobiles is therefore supported by the record. *See In re S.G.*, 828 N.W.2d at 127 (determining that appellate courts do not disturb findings of fact based on conflicting evidence unless the findings are "manifestly and palpably contrary to the evidence as a whole" (quotation omitted)). Husband has failed to demonstrate the district court clearly erred in finding the existence of three snowmobiles.

B. Florida Property

Husband argues that the district court "abused its discretion by assuming husband had a 100% interest in the property." He also argues that the district court "erred in speculating [by basing its finding of] the [Florida] property" on the property's sale listing price.

We disagree with husband's characterizations of the district court's factual findings and legal conclusions about the Florida property because it nowhere determines that husband has a 100% interest in the property. Instead, the district found otherwise before it determined that the home will be sold and awarded to husband, subject to a marital lien in favor of wife, to secure payment of the equalizer by husband. The district court, several times, found that the Florida property title includes husband and the parties' two adult children whom, at the parties' request, were identified as the purchasers because "the parties did not have sufficient credit to obtain a mortgage for the purchase of the property." As such, husband has not established clear error in the district court's finding regarding the allocation of the Florida home.

In challenging the district court's valuation of the Florida property, husband essentially challenges the district court's decision to credit the evidence of the property's sale listing price over the testimony of the husband. The district court relied on the sale listing price that the parties agreed to, $375,000. This finding is supported by the record because the home is currently listed for sale with a realtor chosen by husband over wife's objections. This court will also defer to the district court determination that husband's testimony that the listing price was an inaccurate estimate was less credible. *Sefkow v. Sefkow*, 427 N.W.2d 203, 210 (Minn. 1988) ("Deference must be given to the opportunity of the trial court to assess the credibility of the witnesses."). The district court did not clearly err in valuing the Florida property.

C. Dissipation of Marital Assets

Husband argues that the district court clearly erred when it found that husband dissipated assets related to the insurance proceeds from the Florida home, snowmobile proceeds, mortgage payments, extramarital expenses, and hot tub proceeds because such findings were not supported by the record.

Husband has not established that the district court clearly erred because, other than expenses incurred by husband regarding an extramarital affair, the district court made no findings of dissipation as to the other items identified by husband. Instead, the district court made detailed findings about its allocation of those items.

As to the Florida home insurance proceeds, the district court found that husband had not used all of the insurance proceeds to pay for repairs but, instead, for his personal purposes. The amount used for personal purposes was added to his column on the property schedule and husband has not identified error by the district court in doing so.

As to the snowmobile proceeds, the district court did not find husband's testimony credible that he used the proceeds of their sale to pay for roof repairs. We defer to the credibility determinations of the district court. *Kenney*, 963 N.W.2d 221-22.

As to the mortgage payments that the district court found the HRO required him to make, husband contends "[t]he OFP order did not include any provision" that he "would be responsible for the mortgage payments." The district court determined that "the additional $39,493.09 in mortgage costs paid from the home sale proceeds are due to husband's violation of a court order and those additional costs shall be attributed solely to husband on the [p]roperty schedule." Husband does not contest this finding nor the amount. The district court allocated the unpaid payments to husband's part of the property schedule. This finding is not clearly erroneous because it is supported by the record.

As to the sale of the parties' hot tub by husband, the district court found that husband "kept the sale proceeds for his own benefit and that [this] asset will be included on husband's side of the property schedule." Husband identifies nothing in the record to suggest that this finding is clearly erroneous.

Finally, as to the one item for which the district court found husband dissipated marital assets, husband argues that the district court erred in calculating the amount of money dissipated because of an extramarital affair because a part of the calculation involves expenses that occurred after the valuation date. The statute establishes a four-element test for determining whether dissipation has occurred: (1) a transfer or disposition of marital assets; (2) without the other party's consent; (3) "in contemplation of commencing, or during the pendency of, the current dissolution . . . proceeding"; and (4) the transfer or disposition "was not in the usual course of business or for the necessities of life." Minn. Stat. § 518.58, subd. 1a. Husband identifies nothing in the record to establish that the district court's finding was clearly erroneous. To the contrary, the district court stated that wife proved husband had spent $6,071.94 on trips and gifts for his girlfriend, that he did this without her consent, that it occurred during the pendency of the dissolution, and that this transfer was not for necessities of life. The district court did not clearly err.

D. Award to Wife of Husband's Pipe Trade Services of MN Supplemental Plan

Husband contends that the district court erred "by awarding wife the entirety of husband's Pipe Trade Services of MN Supplemental Plan." *See Antone*, 645 N.W.2d at 100 (stating that "[a] trial court has broad discretion in evaluating and dividing property in a marital dissolution" and that appellate courts "will affirm the trial court's division of property if it had an acceptable basis in fact and principle").

After the allocation of all debts, assets, and equalizer payment from husband to wife, the district court awarded each $205,535.59. Hence, though the law does not obligate the district court to divide property mathematically equal, that is what the district court did. As a result, the district court did not clearly err.

E. Allocation of Marital Debt

Husband contends that the district court clearly erred by finding that there is a marital loan to a third party for payment of the veterinary bill involving the parties' dog. Husband contends there is insufficient evidence to support this finding. The district court found that during the summer of 2024, the parties' dog became ill and that wife borrowed $6,315.09 from a friend to pay for the dog's veterinary care. The district court determined this was a marital debt. Husband identifies nothing in the record to suggest that the district court clearly erred when it found that wife borrowed money to pay for their dog's medical care. Husband's assertion that there is no promissory note does not establish that the district court clearly erred. Wife testified that she borrowed money from her friend and there is no formal documentation. The district court based its finding on wife's testimony. *See Goldman*, 748 N.W.2d at 284. Because husband cannot establish that the district court clearly erred, there is no "definite and firm conviction" the district court made a mistake. *See id.* (quotation omitted). As such, we determine that the district court's findings were not clearly erroneous .

III. The district court acted within its discretion in its spousal maintenance award to wife.

Husband argues that "the trial court erred by imputing income to husband based upon his past ability to work," contending that "[a]ppellate courts have repeatedly reversed imputation determinations [when] the district court failed to tie potential income to present, concrete job opportunities" and that "the trial court erred by improperly analyzing the spousal maintenance factors."

"A district court generally has broad discretion in its decisions regarding spousal maintenance." *Melius v. Melius*, 765 N.W.2d 411, 414 (Minn. App. 2009) (citing *Erlandson v. Erlandson*, 318 N.W.2d 36, 38 (Minn. 1982)). "The standard of review in spousal-maintenance determinations is whether the district court abused its discretion by improperly applying the law or making findings unsupported by the evidence." *Id.* (citing *Dobrin v. Dobrin*, 569 N.W.2d 199, 202 (Minn. 1997)). "A district court's determination of income for maintenance purposes is a finding of fact and is not set aside unless clearly erroneous." *Id.* (quotation omitted).

"A court may consider an obligor's earning capacity in determining the obligor's ability to comply with an order for . . . spousal maintenance." *Id.* (citing *Hopp v. Hopp*, 156 N.W.2d 212, 217 (Minn. 1968)). But a district court must make a finding of bad faith or unjustifiable self-limitation of income to permit the computation of the amount of spousal maintenance to be based on the obligor's earning capacity. *Id.* at 416.

"District courts have broad discretion regarding spousal maintenance and an award will only be reversed on appeal if the court abused its discretion." *Honke v. Honke*, 960

N.W.2d 261, 265 (Minn. 2021) (quotations omitted). "An abuse of discretion occurs when a district court makes findings unsupported by the evidence or when it improperly appl[ies] the law." *Id.* (quotations omitted).

Under Minnesota Statutes section 518.552, subdivision 2 (2024), the district court must consider all relevant factors including (a) "the financial resources of the party seeking maintenance"; (b) "the time necessary to acquire sufficient education . . . to find appropriate employment"; (c) "the standard of living established during the marriage and the extent to which the standard of living was funded by debt"; (d) "the duration of the marriage . . . and other employment opportunities forgone by the spouse seeking maintenance . . . and the length of absence from employment . . . "; (e) "the age, and physical, mental, or chemical health of both spouses"; (f) "the ability of the spouse from whom maintenance is sought to meet needs while meeting those of the spouse seeking maintenance"; (g) "the contribution of a spouse in furtherance of the other party's employment or business"; and (h) "the need and ability of each spouse to prepare for retirement and the anticipated time of retirement." Husband contests the first six factors and we address those in turn.

Financial Resources of Wife

As for factor (a), the district court found wife's annual income to be $45,000 and found that "no other resources or marital property apportioned to her . . . would provide her with additional income." Though husband contends that wife can invest her division of the marital estate and use it to generate income, he cites no caselaw that failing to do so is an error and so his argument is unavailing. *See also Curtis v. Curtis*, 887 N.W.2d 249, 253-57 (Minn. 2016) (determining that whether a district court should assume a maintenance recipient will derive income from their share of a property settlement is a discretionary decision by the district court).

Time for Wife to Acquire Sufficient Education

As for factor (b), the district court determined "that wife is unlikely to find more lucrative employment." Husband argues that the "record does not support that wife is appropriately employed." But the evidence presented at trial supports the district court's finding that wife is appropriately employed. Though husband's expert performed a vocational evaluation of wife and testified that wife was underemployed, the district court reduced the weight it might otherwise assign to his testimony because the alternative work that was being proposed included only a slight increase in salary of $2,840 per year, with an inconsistent schedule that may be unable to pay up to 40 hours per week. Additionally, through wife's current job, she is eligible for medical and dental insurance at no cost to her, but this is a benefit that may not be available to her in the alternative work. Because the district court's finding is supported by the evidence, it did not abuse its discretion when analyzing this factor.

Standard of Living

As for factor (c), the district court found that the parties "enjoyed an upper middle-class standard of living," which was not funded through incurring debt. However, husband contends that the district court's finding was clearly erroneous. Husband identifies nothing in the record that would establish, as he claims, that their marital standard of living was funded by debt. Thus, the district court did not abuse its discretion with its analysis of this factor.

Length of Marriage and Employment Opportunities Forgone

As for factor (d), husband contends that the parties' marriage lasted about 32 years and 6 months rather than the district court's finding of 34 years. Husband makes no legal argument about how this purported error is more than harmless. Any harmless errors must be ignored and the district court did not abuse its discretion with its analysis of this factor. *See* Minn. R. Civ. P. 61.

Age and Health of the Spouses

As for factor (e), husband contends that the district court ignored his testimony that he was having nosebleeds that prevented him from working as much as he previously did. But the district court specifically considered this and found that husband presented no evidence of the condition which he maintains has resulted in severe nosebleeds or that it prevented him from the work he previously did. And on appeal husband identifies no evidence in the record to support his argument.

Ability of Husband to Meet His Needs and Wife's Needs

As for factor (f), the court determined that husband could have met both his needs and wife's needs. Husband contends that the district court should not have calculated his income using self-employment income in addition to his full-time employment income.

The district court found that husband had an annual salary of $118,000 and additional self-employment income based on a three-year average of approximately $150,000 per year. The district court found "that husband's historical self-employment income should be included in his gross income for calculation of spousal maintenance" though husband derives this income in excess of husband's 40-hour work week. The district court reasoned that, because the income did "not reflect an increase in the work schedule or hours worked over that of the two years immediately preceding the filing of the petition." The district court determined that wife demonstrated by a preponderance of the evidence that husband reduced his self-employment since the commencement of the dissolution to affect a potential spousal maintenance obligation.

Husband argues that his income calculation should be limited to one full-time job and cited to Minnesota Statutes section 518A.29 (a), (b) to argue the district court therefore erred. However, husband did not raise this argument in district court. On appeal, an appellant can neither argue an issue that was not presented to and considered by the district court, nor argue an issue that was presented to the district court but on a different theory than the theory on which appellant argued the issue to the district court. *Thiele v. Stich,* 425 N.W.2d 580, 582 (Minn. 1988). Further, because the question was not addressed by the district court, there are no findings for this court to review. *Id.* (holding that appellate courts generally review only "those issues that the record shows were presented to and considered by the trial court in deciding the matter before it").

IV. The district court acted within its discretion when awarding wife conduct-based attorney fees.

The district court ordered husband to pay wife $25,000 in conduct-based attorney fees. Husband contends that the district court abused its discretion "in awarding wife conduct-based attorney fees when it was wife's conduct that contributed to both the length and expense of this proceeding."

Conduct-based fee awards "are discretionary with the district court." *Szarzynski v. Szarzynski*, 732 N.W.2d 285, 295 (Minn. App. 2007). "In proceedings under chapter 518, a district court may, in its discretion, award attorney fees against a party who unreasonably contributes to the length or expense of the proceeding." *Brodsky v. Brodsky*, 733 N.W.2d 471, 476 (Minn. App. 2007) (quotations omitted) (citing Minn. Stat. § 518.14, subd. 1 (2006)). "An award of conduct-based attorney fees is reviewed for an abuse of discretion." *Id.* at 476.

The district court found "that husband's unreasonable conduct ha[d] led to the unnecessary increase of the costs and length of these proceedings." The district court reasoned that husband failed to abide by court orders, such as the OFP which required him to maintain wife's insurance and make mortgage payments on the parties' Bloomington home; that he delayed responding to reasonable discovery requests; that he failed to produce document requests that should have been produced in discovery; that he failed to provide the court with an accounting of hurricane insurance proceeds for the parties' Florida home; that he attempted to hide assets and income; that he sold marital assets during the pendency of this proceeding without wife's knowledge; and that he unilaterally selected a realtor for the Florida and Bloomington home. Husband has not identified how the district court's findings are not supported by the record.

The district court is familiar with the underlying litigation and the discovery process and it is therefore in the best position to evaluate the extent to which husband's and wife's conduct unreasonably contributed to the length and expense of the proceeding. *See Vangsness*, 607 N.W.2d at 472 (noting that "the [district] court has the feel of the trial" (quotation omitted)). The district court concluded that an award of conduct-based attorney fees was appropriate because of husband's conduct during discovery and throughout the litigation. The district court acted within its discretion in awarding conduct-based attorney fees based on husband's conduct.[3]

V. The district court acted within its discretion in denying husband's motion for a new trial.

Husband argues that the district court "erred by failing to order a new trial" because husband "ha[s] produced indisputable material evidence there were only two snowmobiles" and because the district court "made credibility determinations that were based upon factual findings that were clearly erroneous."

A district court may grant a motion for a new trial on any of seven grounds, one of which appellant raises: "The . . . decision, . . . is not justified by the evidence, or is contrary to law . . . ." Minn. R. Civ. P. 59.01(g). Appellate courts "review a district court's decision to grant or deny a new trial for an abuse of discretion." *Christie v. Est. of Christie*, 911 N.W.2d 833, 838 (Minn. 2018).

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[3] Husband separately argues that the district court abused its discretion by considering, among the reasons to award conduct-based attorney fees, that he failed to comply with the OFP provision which required him to maintain the Bloomington house mortgage payments. But husband cites no authority which prohibits such consideration and, as we explain, that was one of many factors the district court considered. *See Scheffler v. City of Anoka*, 890 N.W.2d 437, 451 (Minn. App. 2017) ("An assignment of error on mere assertion, unsupported by argument or authority, is forfeited and need not be considered unless prejudicial error is obvious on mere inspection."), *rev. denied* (Minn. Apr. 26, 2017).

After a motion hearing for amended findings, the district court issued an order which provided that "[a]ll motions not expressly granted are hereby denied," which included husband's motion for a new trial.

For the reasons we have already explained in rejecting husband's claims of error, the district court acted within its discretion when it did not grant a new trial because the record supports the district court's findings of fact and it acted within its discretion in reaching its legal conclusions.

Affirmed.