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**STATE OF MINNESOTA
IN COURT OF APPEALS
A19-1899**

In re the Marriage of:

Timothy John Goettl, petitioner,
Appellant,

vs.

Tonna Lorraine Goettl,
Respondent.

**Filed October 19, 2020
Affirmed
Bratvold, Judge**

Cook County District Court
File No. 16-FA-18-51

Tyson Smith, Nora Huxtable, Smith Law, PLLC, Grand Marais, Minnesota (for appellant)

Timothy A. Costley, Costley & Morris, P.C., Two Harbors, Minnesota (for respondent)

Considered and decided by Bratvold, Presiding Judge; Smith, Judge; and Slieter, Judge.

UNPUBLISHED OPINION

BRATVOLD, Judge

In an appeal from a judgment and decree granting dissolution after a 31-year marriage, appellant-husband challenges a district court's award of permanent spousal maintenance in the amount of \$3,000 a month. While appellant agrees that respondent-wife

is entitled to permanent spousal maintenance, he argues that the district court abused its discretion because the amount of spousal maintenance awarded is “in excess of its finding of [respondent’s] reasonable needs.” We conclude that the district court applied the statutory spousal-maintenance factors to the record evidence and acted within its discretion in setting the amount of spousal maintenance. Thus, we affirm.

FACTS

Appellant Timothy John Goettl and respondent Tonna Lorraine Goettl married in December 1987. The parties lived together in a home they owned in Lutsen. On March 5, 2018, husband petitioned for dissolution. The parties do not have joint minor children.

The district court’s temporary order provides context for its subsequent permanent spousal-maintenance decision. Wife moved the district court for temporary relief under Minn. Stat. § 518.131 (2018), requesting that husband pay \$25,000 for her attorney fees and temporary maintenance of \$4,000 a month. Wife also asked for temporary possession of the parties’ marital home, to which the husband agreed, but he opposed wife’s other requests. After a hearing, the district court awarded wife \$1,257 per month in temporary spousal maintenance, but denied wife’s request for husband to pay her attorney fees.

The parties agreed on many issues, including the division of all marital property and debt. The parties stipulated that wife would receive: the homestead valued at \$275,000, husband’s investment accounts, her own investment accounts, her personal checking and savings accounts, the parties’ joint investment account, the parties’ joint checking and savings accounts, two snowmobiles, a snowmobile trailer, and a four-wheeler. The parties stipulated that husband would receive: the parties’ interest in two businesses (plumbing

and real estate) that the parties owned with husband's brother, the parties' timeshare property (after paying wife \$5,000 for her marital share of this asset), a snowmobile, a canoe, a trailer, his personal savings and checking accounts, and the parties' joint health savings account. The parties also agreed that they would keep their respective vehicles and their respective credit card debt. Lastly, husband agreed to pay wife an equity-balancing payment of \$35,000 within 60 days of the district court's dissolution order.

But the parties did not agree on spousal maintenance. During the trial, husband, wife, and husband's brother testified. Husband and his brother are partners, as mentioned above, and husband's brother testified about the businesses. The district court received 24 exhibits, including tax returns and financial documents for the two businesses; an appraisal of the marital home; the parties' tax returns; statements for various investment, checking, and savings accounts; and credit card statements.

The district court issued written findings of fact, conclusions of law, and an order for judgment and decree. The district court first found that wife was "unable to provide adequate self-support, after considering the standard of living established during the marriage and all relevant circumstances," and therefore concluded that spousal maintenance was appropriate under Minn. Stat. § 518.552, subd. 1 (2018).

More specifically, the district court determined that wife would not "be able to provide adequate self-care through appropriate employment." The district court found that wife received a high school diploma, worked part-time during the marriage as a server, housekeeper, and certified nursing assistant, and also was a stay-at-home parent taking care of their home and children from previous marriages. The district court determined that

“wife’s age and lack of advanced training or education” contributed to her inability to support herself. The district court also found that the parties “maintained a middle to upper-middle class standard of living” during the marriage. The parties paid their bills on time, “did not incur mortgage debt,” and “[t]he parties generally purchased items that they wanted, but did not spend past what their income allowed.” The parties vacationed and went on yearly cruises, travelled to casinos on weekends, and paid their adult children’s expenses at times.

Next, the district court analyzed the eight nonexclusive factors provided in Minn. Stat. § 518.552, subd. 2 (2018), to determine the amount and duration of maintenance. On the first factor, *wife’s financial resources*, the district court found that wife’s reasonable monthly expenses are \$3,696, which it reduced from her claimed expenses of \$4,926. The district court rejected or reduced wife’s monthly budget for food, internet, uninsured medical expenses, health insurance, and home heating costs.

The district court found that wife is currently unemployed, but that she earned \$2,004.17 per month in her last job as a housekeeper. The court found that wife quit housekeeping because “she believed it was too physically demanding,” and wife credibly testified that “she has not looked for jobs since December 2018.” The court also stated that wife did not explain why she could not work, so it imputed \$2,004.17 of income to her based on her earnings history.

The district court recognized that wife received “significant assets” by stipulation, including the parties’ home unencumbered by a mortgage, her vehicle unencumbered by a loan, the parties’ retirement accounts, and a \$35,000 equalization payment. After

considering wife's budget, imputed income, and assets, the district court determined wife is unable to meet her own needs "without some level of financial assistance."

On the second factor, *wife's education or training*, the district court found that wife was 54-years old, earned a high school diploma, and received training as a certified nursing assistant, but also found the training had "likely expired" and wife had no other training or education. The court also noted that employment opportunities are limited in the Cook County area, and therefore found wife can become "partially self-supporting." On the third factor, *marital standard of living*, the court found that the parties lived a middle to upper-middle class lifestyle and relied on its earlier findings. On the fourth factor, *marriage duration and wife's absence from employment*, the court found that wife was "primarily a homemaker" but also worked part-time so "she was not absent from" the service industry.

On the fifth factor, *wife's forgone employment opportunities*, the district court found that wife worked during the marriage, but "gave up the opportunity to pursue a career separate from jobs in the service industry" because she took care of their children. The court also found that wife voluntarily left her position as a certified nursing assistant and its "likely" retirement benefits. On the sixth factor, *wife's age and emotional/physical condition*, the court found wife was in good condition, but noted that she testified working as a housekeeper was "too physical for her current age and health."

On the seventh factor, *husband's ability to pay maintenance and meet his own needs*, the district court found that husband's reasonable monthly expenses are \$3,912 per month, his monthly income is \$10,557, and he has the ability to pay his own expenses and spousal maintenance in the amount of \$3,000 per month. Lastly, on the eighth factor, *each*

party's contribution to marital property, the court found husband helped establish two businesses and wife contributed to husband's efforts in her work as a homemaker and through part-time jobs.

Based on the record evidence and its analysis of the statutory factors, the district court awarded wife \$3,000 in monthly permanent spousal maintenance. The district court left open the parties' ability to pursue modification in the future, because both parties are near retirement and expect a change in income.

Husband moved for amended findings and asked the district court to reduce the permanent spousal-maintenance award. Husband argued that the maintenance award exceeded wife's need, and should be reduced to \$1,691.83, the difference between wife's imputed income and her approved budget. Wife argued that the record supports the amount of maintenance awarded. After a hearing, the district court issued additional findings of fact and conclusions of law, but denied husband's request to reduce the amount of maintenance.

The district court's amended findings stated that a "purely mathematical calculation would dictate maintenance" in the "precise amount" of the difference between wife's imputed income and her expenses, or \$1,691.83. But the district court was troubled that this calculation would create a "disparity in disposable income" that does not "continue the standard of living enjoyed by both parties during the marriage." The district court observed that husband's proposed maintenance award would yield \$4,953.17 for him in "surplus income each month" after considering husband's expenses, while wife would have "just enough to meet her expenses under a fixed budget."

Returning to the parties' marital standard of living, the district court found that the parties "bought what they needed, paid off their credit card bills each month, and had plenty of disposable income for entertainment and travel." The district court described their marital standard of living as "having sufficient money to do what they wanted to do, with money left over at the end of the month." And the district court found that "many" of the parties' expenditures "do not lend themselves to rigid budget line items." On the other hand, the district court found that if it reduced the amount of spousal maintenance, "only [husband] would maintain [the marital] lifestyle post-dissolution." The district court determined that would yield "an unjust result in this case."

The district court also found that husband has the ability to pay the maintenance award, his own expenses, and maintain the marital standard of living for both parties. The district court concluded that an award of \$3,000 per month in permanent spousal maintenance was appropriate based on all relevant factors.

Husband appeals.

D E C I S I O N

Spousal maintenance is "an award made in a dissolution or legal separation proceeding of payments from the future income or earnings of one spouse for the support and maintenance of the other." Minn. Stat. § 518.003, subd. 3a (2018). A district court may award maintenance to a party who shows a need for maintenance under Minn. Stat. § 518.552, subd. 1 (2018), and associated caselaw. *Curtis v. Curtis*, 887 N.W.2d 249, 251 (Minn. 2016).

If a party shows a need for maintenance, the district court may award maintenance in an amount and for a duration it deems “just” after considering “all relevant factors,” including those listed in Minn. Stat. § 518.552, subd. 2 (2018). *See Curtis*, 887 N.W.2d at 251; *see also* Minn. Stat. § 518.552, subd. 3 (2018) (addressing when a maintenance award “shall” be permanent).

The maintenance “to which a [maintenance recipient] is entitled is not simply [the amount] which will supply her with the bare necessities of life. Rather, the [maintenance recipient] can expect a sum that will keep with the circumstances and living standards of the parties at the time of the divorce.” *Lee v. Lee*, 775 N.W.2d 631, 642 (Minn. 2009) (quotations omitted); *see Peterka v. Peterka*, 675 N.W.2d 353, 358 (Minn. App. 2004) (stating that the purpose of a maintenance award “is to allow the recipient and the obligor to have a standard of living that approximates the marital standard of living, as closely as is equitable under the circumstances”). When addressing the amount of a maintenance award, “[n]o single statutory factor is controlling and each case must be determined on its own facts.” *Rask v. Rask*, 445 N.W.2d 849, 853 (Minn. App. 1989).

District courts have “broad discretion” when addressing maintenance, and appellate courts review a district court’s decision on maintenance for abuse of that discretion. *Dobrin v. Dobrin*, 569 N.W.2d 199, 202 (Minn. 1997). A district court abuses its discretion if it misapplies the law, makes findings unsupported by the record, or resolves the matter in a manner that is “against logic and the facts on record.” *Id.* Appellate courts review a district court’s findings of fact for clear error. Minn. R. Civ. P. 52.01. 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.” *Kampf v. Kampf*, 732 N.W.2d 630, 633 (Minn. App. 2007) (quotation omitted), *review denied* (Minn. Aug. 21, 2007).

The parties agree that wife is entitled to permanent maintenance. But husband challenges the amount of maintenance and argues that (a) the award of \$3,000 in monthly maintenance is excessive because it is more than the difference between the income the district court imputed to wife and the sum of her monthly line-item budget; (b) the district court’s finding of wife’s line-item budget must be affirmed; (c) the district court mistakenly concluded that the marital standard of living means maintenance should include “extra income available at the end of the month”; and (d) “the district court improperly focused on [husband’s] ability to pay.” We discuss each argument in turn.

A. Maintenance exceeding the difference between wife’s budget and her imputed income

The district court found that the line-item expenses in wife’s monthly budget totaled \$3,696, imputed monthly income to wife of \$2,004.17, and awarded her \$3,000 in monthly maintenance. Husband argues that this maintenance award is excessive because it leaves wife with a \$1,308.17 monthly surplus after paying the line-item expenses in her budget. On this record, we reject husband’s argument.

The district court noted that this is not the typical case: “More often than not, there is not enough money to cover all the parties’ expenses once the parties separate into two households, and determining a maintenance amount becomes a difficult exercise of slashing proposed budgets. This case is in the fortunate minority. The parties’ marital estate was substantial, as is [husband’s] income.”

In his posttrial motion, husband argued that the maintenance award was excessive because it was more than the difference between what the district court found to be the sum of the line-item expenses in wife's budget, and the income it imputed to her. The district court rejected husband's argument, stating, among other things, that the parties' marital standard of living historically "included money left over each month," and that the expenditures made by these parties "do not lend themselves to rigid budget line items."

In other words, while the district court reduced some of wife's claimed line-item expenses, it also functionally found both that the categories represented by those line items did not account for all the parties' spending, and that their spending did not account for all of their income. Thus, the district court implicitly found that the monthly expenses necessary to allow wife to approximate the marital standard of living exceeded the sum of the line-item expenses in her budget.

Here, mechanically using the line items in wife's budget to calculate a hard cap on the amount of maintenance to be awarded to her would be dubious because it would require a maintenance award inconsistent with the purpose of maintenance as described in *Lee* and *Peterka*. See, e.g., *Lee*, 775 N.W.2d at 642 (holding that a maintenance recipient "can expect a sum that will keep with the circumstances and living standards of the parties at the time of the divorce") (quotations omitted); see also *Peterka*, 675 N.W.2d at 358. The district court recognized this in its order denying husband's posttrial motion, stating that reducing wife's maintenance award to match the difference between the sum of her line-item expenses and the income imputed to her would be "unjust," would fail to

“continue the standard of living enjoyed by both parties during the marriage,” and would allow “only [husband]” to “maintain [the marital] lifestyle post-dissolution.”

While the district court’s decision to set maintenance in an amount greater than the difference between wife’s imputed income and the sum of the line-item expenses in her budget may have been atypical, this is an atypical case. And the district court’s decision accords with both the purpose of a maintenance award and the district court’s explanation of its decision. Critically, the district court’s explanation of its decision is fully supported by the record. Thus, in this unusual case, husband has not shown that the district court awarded wife excessive maintenance simply because he has shown that the award is more than the difference between wife’s imputed income and the sum of the line-item expenses in her budget.

B. Wife’s monthly budget

Husband notes that the line-item expenses in wife’s budget include “discretionary expense categories” such as “entertainment/dining out,” “recreation/travel,” gifts, a personal allowance, and charitable donations, and asserts that these expenses are reasonable “in light of the standard of living.” He argues that because wife’s line-item expenses already “include[d] discretionary expenditures” and was “proper in light of the parties’ marital standard of living,” it “must be upheld.” Wife did not file a notice of related appeal to challenge the district court’s findings of her expenses. *See* Minn. R. Civ. App. P. 103.02, sub. 2; 104.01, subd. 4; 106 (addressing a respondent’s ability to obtain review of a district court’s ruling adverse to that respondent). For that reason, we read husband’s argument to challenge the district court’s implicit finding that wife’s line-item expenses do

not fully reflect the expenses necessary to allow her to approximate the marital standard of living. Implicit findings of fact are reviewed for clear error. *See Vettleson v. Special Sch. Dist. No. 1*, 361 N.W.2d 425, 428 (Minn. App. 1985).

The district court found that

the parties bought what they needed, paid off their credit card bills each month, and had plenty of disposable income for entertainment and travel. Many of those expenditures do not lend themselves to rigid budget line items. Instead, the parties' standard of living can best be described as having sufficient money to do what they wanted to do, with money left over at the end of the month.

Husband seeks to have this finding affirmed; therefore, he is not disputing that the marital standard of living included the parties having "money left over at the end of the month." The disposition, during the marriage, of the money left over at the end of the month, is less than clear. We note, however, that the district court was understandably concerned about the parties' future retirements, and that the line items in wife's budget do not include retirement savings. Whatever happened to the money left over at the end of the month, limiting wife's expenses to only the line items in her budget would understate the marital standard of living by omitting those unspent amounts. For that reason, the district court's implicit determination that the line items in wife's budget do not accurately represent the marital standard of living is not clearly erroneous. As the district court noted in its order denying husband's posttrial motion, if it adopted husband's position on this point, "only [husband] would maintain [the marital] lifestyle post-dissolution. [Wife] would not."

C. Extra income

Husband asserts that courts award maintenance to “meet need,” and that “[m]oney ‘left over’ is money not needed.” So, he contends, the district court’s award to wife of more maintenance than she needs to meet the line-item expenses in her budget stems from the flawed rationale that “the marital standard of living require[d] [wife] to have extra income available at the end of the month.”

Husband relies on *Lyon v. Lyon*, to assert that “[m]oney ‘left over’ is money not needed.” 439 N.W.2d 18 (Minn. 1989). *Lyon* held that “because maintenance is awarded to meet need, maintenance depends on a showing of need.” *Id.* at 22. But *Lyon* offers limited guidance on setting the *amount* of a maintenance award. In *Lyon*, the supreme court reversed a maintenance award, ruling that the income the maintenance recipient would earn from her property award was sufficient to meet her needs and, as a result, she did not need *any* maintenance. *Id.* That is not the case here; these parties agree that wife needs permanent maintenance.

While husband acknowledges that a maintenance award to “pay for luxury or discretionary expenses is permissible when warranted by the standard of living,” he argues that awarding maintenance “simply for the sake of providing a party extra income is not.” Husband’s argument misses the mark. A district court determines need at the marital standard of living. *Peterka*, 675 N.W.2d at 358; *see Chamberlain v. Chamberlain*, 615 N.W.2d 405, 410-122 (Minn. App. 2000) (discussing the importance of the marital standard of living in setting a maintenance award), *review denied* (Minn. Oct. 25, 2000). Here, husband does not dispute the district court’s finding that the parties’ marital standard

of living included significant disposable income for discretionary expenditures. The district court determined the amount of maintenance to meet the wife's needs at the parties' marital standard of living and did not award income simply "for the sake of providing a party extra income," as husband contends. We discern no abuse of discretion.

D. Husband's ability to pay

The district court found that "even after paying the Court's award of \$3,000 per month and his own expenses, [husband] will still have nearly triple the disposable income each month of [wife] (\$3,645 to \$1,308)." Husband argues that this facet of the district court's ruling shows that it "focused too heavily on [his] ability to pay" in justifying its maintenance award. On this record, we disagree.

The dissolution judgment contains four singled-spaced pages systematically addressing, in detail, each of the statutory maintenance factors listed in Minn. Stat. § 518.552, subd. 2. Husband's income was a consideration in the district court's analysis of those factors, as were, among other things, wife's ability to earn an income, the parties' expenses, and the marital standard of living.

Husband is correct that the district court found he would have "nearly triple the disposable income" of wife after paying the \$3,000 maintenance award. The district court also found that husband has the ability to pay the maintenance award, while meeting his own needs and "maintain[ing] the standard of living from during the marriage." Reading the district court's findings as a whole, we cannot avoid the conclusion that it considered all relevant factors—including husband's income and his own needs—when it set wife's maintenance award.

Finally, husband contends that the maintenance award “equalize[d]” the parties’ incomes. Wife responds by noting that the district court did not try to equalize income, pointing out that, as a matter of arithmetic, she receives only 26% of the parties’ monthly total disposable income. Without more, we must agree with wife that this maintenance award was neither intended to nor actually did “equalize” the parties’ incomes.

For the reasons stated, we conclude that the district court did not abuse its discretion when it awarded wife \$3,000 in monthly permanent spousal maintenance.

Affirmed.