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Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A20-1250

In re the Marriage of: George Graham Pooley, petitioner,
Respondent,

vs.

Barbara Lynn Pooley, co-petitioner,
Appellant.

Filed July 12, 2021
Affirmed
Johnson, Judge

Washington County District Court
File No. 82-FA-14-2491

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Considered and decided by Worke, Presiding Judge; Johnson, Judge; and Gaïtas, Judge.

NONPRECEDENTIAL OPINION

JOHNSON, Judge

George Graham Pooley and Barbara Lynn Pooley were married for 24 years before their marriage was dissolved pursuant to a joint petition, in which they agreed to the

disposition of all issues. Five years later, Barbara moved to enforce, clarify, or re-open the dissolution decree and asked the district court to award her certain marital property that was omitted from the petition and the decree. The district court denied the motion. We affirm.

FACTS

George and Barbara were married in August 1989. They have one child, who now is an adult. They separated in January 2014, when Barbara moved to Kentucky.

In May 2014, George and Barbara jointly petitioned the district court for the dissolution of their marriage. Neither George nor Barbara was represented by an attorney. They commenced the dissolution proceeding with a 41-page, pre-printed form entitled "Joint Petition, Agreement, and Judgment and Decree for Marriage Dissolution With Children," which was prepared by the judicial branch and made available to the public on the internet. George and Barbara filled in certain blank lines and checked certain boxes in their own handwriting.

In the first part of their joint petition, George and Barbara stated that George was employed on a full-time basis and was earning a gross monthly income of $6,223. They stated that Barbara was employed on a part-time basis due to a medical disability, earning a gross monthly income of $660, and was receiving social-security disability payments of $1,307 per month. They also stated that, during the marriage, their living expenses were $4,100 per month, of which $550 was attributable to their then-minor child. George and Barbara agreed that neither of them needed spousal maintenance.

In the second part of their joint petition, which is captioned "Agreement of Husband and Wife," the first paragraph of the pre-printed form states as follows:

> We have made this agreement to settle once and for all what we owe to each other and what we can expect to receive from each other. Each of us states that nothing has been held back, and that we have honestly included everything we could think of in listing our assets (everything we own and that is owed to us) and our debts (everything we owe) and that we believe the other has been open and honest in writing this agreement. We will sign and exchange any papers that might be needed to complete this agreement before or after the divorce.

In the paragraphs that followed, George and Barbara agreed on issues of custody, parenting time, and child support. They agreed that George would provide medical and dental insurance, and pay all unreimbursed medical and dental expenses, for both Barbara and their then-minor child. They agreed that neither of them would be awarded spousal maintenance, and each of them waived any claim to spousal maintenance. They agreed that they jointly own a home, that it would be sold within two years, that the proceeds would be split between them, and that George would make the mortgage loan payments in the meantime. They agreed that neither of them owned non-marital property.

With respect to marital property, the pre-printed form instructed George and Barbara to list all of their assets on an attached form. Barbara inserted a handwritten sentence that states, "Will be split equally—we will work together." The attached list of assets begins by stating, "We agree on how to divide our assets . . . ," and "Each person shall receive as their own all assets in their column." George and Barbara inserted zeros for the values of cash on hand, cash in bank accounts, stocks and bonds, money owed to

them, and business interests. They described and listed the values of vehicles, furniture and furnishings, jewelry and watches, computers, and tools, which had a total value of $49,000, with each person receiving property worth $24,500. In addition, George and Barbara listed two debts with a total value of $3,200 and agreed that George would be responsible for paying them. Notably, with respect to retirement assets such as profit-sharing plans, pension plans, 401(k) accounts, and IRA accounts, George and Barbara wrote nothing, leaving blank the spaces next to those types of assets.

In June 2014, George attended a hearing in the district court. Barbara was not present. The district court asked George questions to confirm, among other things, that he had income from full-time employment, that Barbara received social-security disability benefits, and that the parties would sell their home and divide the proceeds. The district court asked George, "With regards to your personal effects and assets, the two of you have agreed to just divide them up equitably?" George responded, "Yes." The district court judge signed the dissolution decree on the 34th page of the pre-printed form, and the court administrator entered judgment.

More than five years later, in February 2020, Barbara moved to enforce, clarify, or re-open the dissolution decree. She sought relief in the form of an order awarding her half of the value of the retirement assets that George possessed in 2014. Both parties submitted affidavits and exhibits, which revealed that, at the time of the dissolution, George had a 401(k) account with a value of approximately $235,000 and an interest in a defined-benefit pension, while Barbara had a 401(k) account with a zero balance and an unvested interest

in a pension plan. In May 2020, the district court conducted a hearing at which the parties' attorneys presented oral argument. Neither party offered any live testimony.

In August 2020, the district court filed an order in which it denied Barbara's motion. The district court denied Barbara's requests to either enforce or clarify the decree on the ground that George and Barbara intentionally omitted their retirement assets from the joint petition such that the requested relief would change the parties' substantive rights. The district court denied Barbara's request to re-open the decree on the ground that Barbara did not satisfy the applicable statutory requirements. Barbara appeals.

DECISION

Barbara argues that the district court erred by denying her motion to enforce, clarify, or re-open the dissolution decree.

Barbara's motion is governed by a statute providing that "all divisions of real and personal property provided by section 518.58 shall be final, and may be revoked or modified only where the court finds the existence of conditions that justify reopening a judgment under the laws of this state, including motions under section 518.145, subdivision 2." Minn. Stat. § 518A.39, subd. 2(g) (2020). Furthermore, stipulations to dissolve marriages are "accorded the sanctity of binding contracts." *Shirk v. Shirk*, 561 N.W.2d 519, 521 (Minn. 1997). "Courts favor stipulations in dissolution cases as a means of simplifying and expediting litigation, and to bring resolution to what frequently has become an acrimonious relationship between the parties." *Id.* "[U]pon entry of judgment and decree based on a stipulation . . . the dissolution is . . . complete and the need for finality becomes of central importance." *Id.* at 522.

Notwithstanding the finality of a stipulated dissolution decree that divides marital property, a party may move to either enforce the decree or clarify the decree. *Potter v. Potter*, 471 N.W.2d 113, 114 (Minn. App. 1991). But in enforcing or clarifying a dissolution decree, a district court may not change the parties' substantive rights. *Kornberg v. Kornberg*, 542 N.W.2d 379, 388 (Minn. 1996); *Potter*, 471 N.W.2d at 114. In other words, a district court may not, without re-opening a decree, "increase or decrease the original division of marital property." *Nelson v. Nelson*, 806 N.W.2d 870, 871 (Minn. App. 2011).

A. Enforcement

Barbara first argues that the district court erred by denying her request to enforce the stipulated dissolution decree by awarding her half of George's retirement assets.

A stipulated dissolution decree is treated in the same way as a contract. *Blonigen v. Blonigen*, 621 N.W.2d 276, 281 (Minn. App. 2001), *review denied (*Minn. Mar. 13, 2001). Courts "interpret contract terms consistent with their plain, ordinary, and popular meaning to give effect to the intention of the parties as it appears from the context of the entire contract." *Kremer v. Kremer*, 912 N.W.2d. 617, 626 (Minn. 2018). A district court may enforce and implement a stipulated dissolution decree if it is unambiguous, in which event the decree must be given its plain and ordinary meaning. *Ertl v. Ertl*, 871 N.W.2d 410, 415 (Minn. App. 2015). "A decree is unambiguous if its meaning may be determined without any guide other than knowledge of the facts on which the language depends for meaning." *Erickson v. Erickson*, 449 N.W.2d 173, 178 (Minn. 1989). A stipulated dissolution decree is ambiguous if "it is reasonably subject to more than one

interpretation." *Ertl*, 871 N.W.2d at 414. To determine whether a dissolution decree is ambiguous or unambiguous, a court should refer to "its language alone and without resort to parol evidence," *Landwehr v. Landwehr*, 380 N.W.2d 136, 138 (Minn. App. 1985), and "must consider the stipulation as a whole," *Blonigen*, 621 N.W.2d at 281. This court applies a *de novo* standard of review to district court's determination of whether a stipulated dissolution decree is ambiguous or unambiguous. *Ertl*, 871 N.W.2d at 415.

In this case, the district court did not expressly state whether the decree is ambiguous or unambiguous with respect to its treatment of the parties' retirement assets. But the district court resolved the motion by relying on the evidence introduced by the parties rather than by referring only to the language of the decree. We construe the district court's order to include an implied finding that the decree is ambiguous.

Barbara contends that the phrase "will be split equally" is unambiguous and should have caused the district court to enforce the decree by ordering an equal division of George's retirement assets. The phrase "will be split equally," by itself, is clear in its meaning. But we must "consider the stipulation as a whole." *Blonigen*, 621 N.W.2d at 281. The asset list attached to the joint petition, includes descriptions and values of some assets but does not include any descriptions or values in the spaces provided for retirement assets. In other words, the stipulated decree, on its face, does not acknowledge the existence of any retirement assets. Consequently, the decree does not unambiguously state that the parties agreed to equally divide retirement assets.

Thus, the district court did not err by denying Barbara's request to enforce the stipulated dissolution decree.

B. Clarification

Barbara next argues, in the alternative, that the district court erred by denying her request to clarify that the decree awarded her half of George's retirement assets.

A party to a dissolution decree may move to clarify the decree if it is ambiguous or indefinite in its terms. *Stieler v. Stieler*, 70 N.W.2d 127, 131 (Minn. 1955). The clarification of an ambiguous decree "involves neither an amendment of its terms nor a challenge to its validity." *Id.* In considering a motion to clarify a dissolution decree, a district court may receive and consider parol evidence "for the purpose of determining what was intended by the judgment." *Palmi v. Palmi*, 140 N.W.2d 77, 81 (Minn. 1966). This court applies an abuse-of-discretion standard of review to a district court's ruling on a request to clarify a dissolution decree. *Nelson*, 806 N.W.2d at 871.

In this case, the district court considered the parties' affidavits and exhibits and found that the parties had intentionally omitted their respective retirement assets from the list of marital assets attached to the joint petition. The district court further found that George and Barbara agreed that each would keep his or her own retirement assets. The district court explained that the parties' agreement was justified by the fact that George had agreed to care for their minor child, to provide medical and dental insurance for both Barbara and the minor child, to make mortgage loan payments on the martial home until it was sold, and to pay the parties' outstanding credit-card debt. The district court reasoned, "To substantially change what appears to be a full and equitable division of the marital estate would be inappropriate, even if one piece of that agreement was not made in writing."

Barbara contends that the district court should have ensured that she is not deprived of her equitable share of the parties' retirement assets. But the district court's task in ruling on Barbara's motion was not to make an equitable division of marital property; rather, the district court's task was to determine what the parties intended when they stipulated to the dissolution decree. *See Palmi*, 140 N.W.2d at 81. After a dissolution decree has become final, a district court may not clarify the decree in a way that "change[s] the parties' substantive rights." *Potter*, 471 N.W.2d at 114.

The parties presented conflicting evidence to the district court about their intentions. Barbara stated in her affidavit that she and George agreed to equally divide all marital property, including their retirement assets. George stated in his affidavit that he and Barbara specifically discussed their retirement assets and specifically agreed that each of them would keep his or her own retirement assets. He also stated that they did not describe or assign any value to their retirement assets on the asset list because they had agreed that the retirement assets were not being divided. George stated further that their agreement concerning retirement assets was based in part on his agreement to assume certain financial responsibilities.

The district court found George's statements to be credible and Barbara's statements to be not credible. We generally defer to a district court's credibility determinations and its determinations concerning the relative reliability and weight of conflicting evidence. *See Sefkow v. Sefkow*, 427 N.W.2d 203, 210 (Minn. 1988). Given the circumstances of this case and the evidence in the record, we cannot say that the district court clearly erred in its findings of fact or abused its discretion by concluding that the parties intentionally

omitted their retirement accounts when completing the asset list that was attached to their joint petition.[1]

Thus, the district court did not err by denying Barbara's request to clarify the decree.

C. Re-opening and Amending

Barbara last argues, again in the alternative, that the district court erred by denying her request to re-open the dissolution decree and to amend it by awarding her half of George's retirement assets.

In support of this argument, Barbara relies on the supreme court's opinions in *Steele v. Steele*, 304 N.W.2d 34 (Minn. 1981), and *Searles v. Searles*, 420 N.W.2d 581 (Minn. 1988), and this court's opinions in *Brink v. Brink*, 396 N.W.2d 95 (Minn. App. 1986), and *Neubauer v. Neubauer*, 433 N.W.2d 456 (Minn. App. 1988), *review denied* (Minn. Mar. 17, 1989). In *Steele*, the supreme court stated, "If . . . there were interests . . . to which the trial court did not address itself specifically, the appropriate remedy is application to the

[1]Even though we are affirming the district court's ruling, we have some discomfort with the implication that it is permissible and acceptable for parties seeking a stipulated dissolution to intentionally file a joint petition containing false information. The supreme court has stated that "parties to a marital dissolution have a duty to make a full and accurate disclosure of all assets and liabilities to facilitate the trial court's property distribution." *Maranda v. Maranda*, 449 N.W.2d 158, 165 (Minn. 1989). Full and accurate disclosure not only ensures fairness between the parties to a dissolution proceeding but also recognizes that "the trial court sits as a third party representing all Minnesota citizens to ensure a fair property distribution is made." *Sanborn v. Sanborn*, 503 N.W.2d 499, 503 (Minn. App. 1993), *review denied* (Minn. Sept. 21, 1993). This is no less true in a stipulated dissolution proceeding. *See id.* But Barbara has not argued that an agreement to intentionally omit retirement assets from a jointly filed petition should be deemed invalid as a matter of law. Thus, for purposes of this opinion, we assume without deciding that parties to a stipulated dissolution proceeding may agree to omit marital property from their joint petition.

district court for amendment of the decree." 304 N.W.2d at 35. In *Searles*, the supreme court stated that because the decree made "no mention of" marital property, "it would seem the matter of ownership rights remains to be determined." 420 N.W.2d at 583. In *Brink*, this court concluded that the appellant had not abandoned her interest in marital property that had been unintentionally omitted from a decree. 396 N.W.2d at 97. And in *Neubauer*, this court stated that the district court could have treated a pension as "omitted property." 433 N.W.2d at 461 n.1.

At first glance, these four opinions appear to provide Barbara with an opportunity to obtain her requested relief simply by showing that a marital asset was omitted from a dissolution decree. But in the subsequent *Shirk* opinion, the supreme court stated that "when a judgment and decree is entered based upon a stipulation, . . . the stipulation is merged into the judgment and decree and the stipulation cannot thereafter be the target of attack by a party seeking relief from the judgment and decree" and that "[t]he sole relief from the judgment and decree lies in meeting the requirements of Minn. Stat. § 518.145, subd. 2." *Shirk*, 561 N.W.2d at 522. We note that section 518.145 was enacted in 1988, after the issuance of the four opinions on which Barbara relies. *See* 1988 Minn. Laws ch. 668, § 11, at 1011. Furthermore, section 518.145 is expressly mentioned in the statute providing that "all divisions of real and personal property provided by section 518.58 shall be final, and may be revoked or modified only where the court finds the existence of conditions that justify reopening a judgment under the laws of this state, *including motions under section 518.145, subdivision 2.*" Minn. Stat. § 518A.39, subd. 2(g) (emphasis

added). Thus, Barbara cannot obtain relief in the form of re-opening and amending the decree unless she can satisfy the requirements of section 518.145, subdivision 2.

Under section 518.145, subdivision 2, a district court may re-open a dissolution decree only if the moving party establishes one of the predicates identified in the statute, such as mistake, inadvertence, newly discovered evidence, or fraud. *See, e.g.*, Minn. Stat. § 518.145, subd. 2(1)-(3). A motion seeking relief on some grounds must be filed within one year. *Id.*, subd. 2. In this case, the district court applied section 518.145, subdivision 2, and concluded that Barbara had not satisfied the requirements of the statute. Barbara does not challenge that part of the district court's order.

Thus, the district court did not err by denying Barbara's request to re-open the dissolution decree.

In sum, the district court did not err by denying Barbara's motion.

Affirmed.