STATE OF MINNESOTA
IN COURT OF APPEALS
A07-0860, A07-1174

Jodi Lynn Holstad,
Appellant,

vs.

John Paul Calderon,
Respondent.

Filed July 15, 2008
Affirmed
Wright, Judge

Dakota County District Court
File No. F9-97-8518

Jodi Holstad, 7145 Lower 170th Court West, Rosemount, MN 55068 (pro se appellant)

Todd R. Counters, 4660 Slater Road, Suite 250, Eagan, MN 55122 (for respondent)

Considered and decided by Klaphake, Presiding Judge; Minge, Judge; and Wright, Judge.

U N P U B L I S H E D O P I N I O N

WRIGHT, Judge

In this child-support matter, appellant argues that the district court (1) violated the "law of the case" doctrine by failing to abide by the terms of a previously affirmed child-support stipulation; (2) impermissibly altered the terms of a child-support stipulation by adding enforcement language; (3) misapplied Minn. Stat. § 518A.41, subd.

15(d) (2006), by failing to order respondent to forward reimbursement for medical and dental expenses; (4) misapplied Minn. Stat. § 256.045, subd. 7 (2006), regarding the review of decisions made by the department of human services; (5) erred by awarding attorney fees to respondent; and (6) failed to abide by the "safe harbor" provisions of Minn. Stat. § 549.211 (2006). We affirm.

FACTS

Appellant Jodi Holstad and respondent John Calderon are the parents of N.H., born October 15, 1994. Holstad was awarded sole physical and legal custody of N.H. in June 1997, and she entered into a child-support stipulation with Calderon in December 1998. This stipulation not only established a trust fund for the care of N.H., but also provided that both parties "shall each be responsible for one-half of any uninsured or unreimbursed medical or dental expenses for the minor child through October 31, 2013, until the child is adopted, dies, marries or becomes emancipated, whichever occurs first." (Emphasis omitted.)

N.H., who was diagnosed with autism in 1998, requires significant medical care. To assist with N.H.'s medical needs, Holstad and N.H. participate in the Consumer Directed Community Supports program (CDCS). Under this government-assistance program, Holstad is allocated an annual budget of funds that she may use to provide services, items, and care for N.H. These include personal-care-attendant (PCA) services, respite care, special dietary needs, and alternative forms of treatment.

On June 2, 2004, a child support magistrate (CSM) denied Holstad's request to modify the percentage of unreimbursed expenses each party was required to pay under

the 1998 stipulation. The CSM also ordered Calderon to pay Holstad for his share of unreimbursed medical expenses. The district court later denied both parties' challenges to the CSM's order and confirmed the decision, which we affirmed in an unpublished opinion. *Holstad v. Calderon*, No. A04-1720, 2005 WL 1389525 (Minn. App. June 14, 2005) (*Holdstad I*), *review denied* (Minn. Aug. 24, 2005).

In May 2006, Holstad sought reimbursement from Calderon for his share of $95,319 in medical expenses incurred from January 1, 2004, through March 31, 2006. This amount was later amended to $105,830 in a posthearing submission. In its order dated June 16, 2006, the district court determined that the majority of expenses for which Holstad sought reimbursement were for PCA services that either she provided or that were paid for with CDCS funds. The district court also determined that Holstad could not be reimbursed for these expenses because CDCS funds constitute reimbursement for the expenses allowed under the program, and PCA services that she provided did not qualify as an "expense" under the 1998 stipulation.

On October 30, 2006, Holstad filed a claim for uninsured or unreimbursed medical expenses incurred from July 1, 2006, through September 30, 2006, in the amount of $7,624. As with the prior submission, the majority of expenses were for PCA services or expenses paid for using CDCS funds. At a subsequent hearing, several matters were addressed including Calderon's motion to deny any undocumented claimed medical expenses and any claimed uninsured or unreimbursed medical expenses that had been previously denied. Because Holstad sought reimbursement for PCA services provided by Holstad under a purported business pseudonym, the district court's order dated January

19, 2007, reiterated the prior holding that PCA services performed by Holstad and medical expenses paid for using CDCS funds were not reimbursable. In addition it held that, in connection with the claimed expenses for July 1, 2006, through September 30, 2006, as well as any future claimed expenses, Holstad was required to submit to Calderon (1) the name and address of each service provider for whom reimbursement is sought; (2) a copy of the invoice for the services provided; (3) a copy of the CDCS budget for the year in which the services were provided; and (4) an affidavit from Holstad that none of the claimed expenses has been paid or is payable with CDCS funds and that she has not and will not receive any refund, credit, or other payment from the service provider.

On March 8, 2007, Holstad sought a district court order directing Calderon to pay her for uninsured or unreimbursed medical and dental expenses incurred from October 1, 2006, through December 31, 2006, in the amount of $5,581. But Holstad failed to comply with the requirements set forth in the January 19 order. In an order filed on March 19, 2007, the district court granted Calderon's motion to deny Holstad's claimed uninsured and unreimbursed medical expenses incurred from July 1, 2006, through September 30, 2006, as well as those incurred from October 1, 2006, through December 31, 2006. Holstad's failure to comply with the January 19 order was cited as the primary basis for the decision.

In an order filed on May 31, 2007, the district court imposed restrictions on Holstad's ability to serve and file motions and other pleadings by requiring her to obtain prior district court approval unless such filings were responsive or signed by a licensed attorney. Relying on Minn. Gen. R. Pract. 9.01, the district court cited Holstad's

continuous motions "to re-litigate previously decided issues and force[ ] Defendant to incur attorney's fees to respond to these motions." The district court also explained that previous admonishments or sanctions had failed to deter Holstad from "abusing the legal process."

Holstad filed separate appeals challenging the district court's March 19 order denying reimbursements for the medical expenses and its May 31 order restricting her ability to file motions and pleadings. These matters were consolidated and are before us for review.

D E C I S I O N

I.

Holstad initially contends that the district court committed reversible error by ignoring the 1998 stipulation affirmed in *Holstad v. Calderon*, No. A04-1720, 2005 WL 1389525 (Minn. App. June 14, 2005) (*Holdstad I*), *review denied* (Minn. Aug. 24, 2005). Specifically, she argues that the district court's March 19, 2007 order, which denied her claims for uninsured or unreimbursed medical expenses incurred from July 1, 2006, through September 30, 2006, and October 1, 2006, through December 31, 2006, failed to abide by the law of the case established by *Holstad I*.

The "law of the case" doctrine is applicable to those issues decided in the earlier stages of the same case. *Kornberg v. Kornberg*, 525 N.W.2d 14, 18 (Minn. App. 1994) (citing *In re Welfare of M.D.O.*, 462 N.W.2d 370, 375 (Minn. 1990)), *aff'd*, 542 N.W.2d 379 (Minn. 1996). In general, it requires that, "when a court decides upon a rule of law, that decision should continue to govern the *same issues* in subsequent stages in the *same*

case." *Id*. (quotation omitted). The doctrine effectuates the finality of an appellate decision and is implicated when an appellate court has ruled on an issue and remanded. *Loo v. Loo*, 520 N.W.2d 740, 744 n.1 (Minn. 1994). Thus, it is

> a salutary rule, necessary as a matter of policy in order to end litigation. It is based upon the ground that there would be no end to a suit if every obstinate litigant could, by repeated appeals compel a court to listen to criticisms on their opinions, or speculate of chances from changes in its members.

Lange v. Nelson-Ryan Flight Serv., Inc., 263 Minn. 152, 156, 116 N.W.2d 266, 269 (1962) (quotations omitted). Moreover, the doctrine "applies only to litigated issues and does not reach issues which could have been but were not litigated." *Sigurdson v. Isanti County*, 448 N.W.2d 62, 66 (Minn. 1989) (quotation omitted).

In *Holstad I*, we determined that the district court did not abuse its discretion in confirming the CSM's order. 2005 WL 1389525, at *5. But we did not expressly rule on the specific issue of whether PCA services or medical expenses paid for using CDCS benefits were subject to reimbursement. The scope of our review in *Holstad I* was limited to 12 particular issues, *id.* at *1-*5, and *Holstad I* is devoid of any discussion of the issue Holstad now raises. "[T]he scope of the finality of an appellate decision depends on what the court intends to be final, and this is determined by what the court's decision says." *Mattson v. Underwriters at Lloyds of London*, 414 N.W.2d 717, 720 (Minn. 1987) (discussing law-of-the-case doctrine). Because the question of whether Holstad may be reimbursed for PCA services or medical expenses paid using CDCS

funds was neither presented nor decided in *Holstad I*, Holstad's argument based on the law-of-the-case doctrine fails.

Holstad next contends that the district court impermissibly altered the 1998 stipulation by adding the language from the January 19 order that required her to provide Calderon (1) the name and address of each service provider; (2) a copy of the invoice for the services provided; (3) a copy of the CDCS budget for the year in which the services were provided; and (4) an affidavit stating that none of the claimed expenses was payable with CDCS funds. Although the January 19 order is not properly on appeal, we "may review any order affecting the order from which the appeal is taken." Minn. R. Civ. App. P. 103.04. Because the January 19 order clearly affects the March 19 order, we consider it as part of the applicable analysis.

As a general matter, a stipulation is treated as a binding contract. *Shirk v. Shirk*, 561 N.W.2d 519, 521 (Minn. 1997). Consequently, we decline to construe the terms of a stipulated judgment beyond their plain meaning absent ambiguity. *Starr v. Starr*, 312 Minn. 561, 562-63, 251 N.W.2d 341, 342 (1977). When determining whether terms in a stipulated judgment are clear and definite, an appellate court applies the plain and ordinary meaning of the language used. *Brookfield Trade Ctr., Inc. v. County of Ramsey*, 584 N.W.2d 390, 394 (Minn. 1998).

Careful application of these principles establishes that the language of the 1998 stipulation is unambiguous. As such, "unreimbursed" medical expenses clearly refers to expenses in which repayment or restoration of funds used for medical expenses has not occurred. Here, CDCS funds received through Holstad's participation in a government-

assistance program are allocated to Holstad for the sole purpose of providing services, items, and care for her child. In essence, they constitute an indirect form of reimbursement, the primary difference being that the payment of the expenses occurs before, rather than after, the medical expense is incurred. Accordingly, under the language of the 1998 stipulation, Holstad is entitled to seek reimbursement from Calderon only for expenses incurred independently of, or above those, covered by CDCS funds. We agree with the district court that to permit her to recover CDCS funds would produce an inequitable result.

Because Holstad is not entitled to reimbursement for medical expenses paid with CDCS funds, the district court was justified in establishing a mechanism to ensure that Calderon was ordered to pay only those reimbursement expenses that are provided under the 1998 stipulation. The verification requirements set forth in the January 19 order were established to accomplish this particular purpose. Moreover, by clarifying the terms of the 1998 stipulation, the district court facilitated proper performance by both parties, thereby reducing their need to pursue litigation. In *Holstad I* we stated: "It will be [Calderon's] continuing responsibility to cooperate with [Holstad] so that both parties' liability for unreimbursed and uninsured medical costs will be minimized." 2005 WL 1389525, at *4. These same expectations are properly extended to Holstad as well. The January 19 order satisfied the dual permissible purposes of preventing inequity and clarifying the terms of the 1998 stipulation.

Finally, Holstad argues that the district court "erred by altering the determinations of Dakota County Social Services, a division of the Minnesota Department of Human

Services, without following the statutory procedures in Minn. Stat. § 256.045, subd. 7." Specifically, she points to language from the June 16 order that states: "Funds provided through the CDCS budget that are used to pay or are available to pay uninsured medical expenses incurred for the benefit of [N.H.] constitute reimbursement for those medical expenses." She also maintains that the January 19 order altered the agency determination by allocating part of the CDCS funds to Calderon.

Our careful examination of the record establishes that there is no evidentiary support for Holstad's claim that Calderon is seeking to recover CDCS funds. Similarly, the district court did not alter the agency determination. Holstad continues to receive 100 percent of the CDCS funds on behalf of N.H., and she has never been ordered to pay any of these funds to Calderon. Rather, the orders at issue correctly held that Calderon is not required to reimburse medical expenses covered by CDCS funds.[1]

II.

Holstad next challenges the district court's order awarding Calderon attorney fees in the amount of $1,000. Neither the March 19 order nor the May 29 order, which are the subjects of this appeal, addresses this issue. Rather, the district court ordered the attorney fees in the January 19 order, which is not on appeal. Although we "may review any order affecting the order from which the appeal is taken," Minn. R. Civ. App. P. 103.04,

[1] Holstad also contends that the district court misinterpreted Minn. Stat. § 518A.41, subd. 15(d) (2006), by failing to order Calderon to forward reimbursements to her for medical and dental expenses. But neither the March 19 order nor the May 29 order addresses the issue of forwarding reimbursements for medical and dental expenses. Accordingly, this issue is not subject to our review.

because the March 19 order does not address the attorney-fee issue, the January 19 order does not directly affect it. Therefore, this issue is not subject to our review.

III.

Holstad also challenges the district court's May 31 order, which imposed restrictions on her ability to serve and file motions and other pleadings by requiring her to obtain prior district court approval unless such filings were responsive or signed by a licensed attorney. She maintains that the district court improperly granted Calderon's motion for sanctions under Minn. Stat. § 549.211 (2006) without requiring Calderon to abide by the requisite procedure.[2] We review the district court's imposition of sanctions under section 549.211 for an abuse of discretion. *Cf. Gibson v. Coldwell Banker Burnet*, 659 N.W.2d 782, 787 (Minn. App. 2003) (discussing review of imposition of sanctions under Minn. R. Civ. P. 11).

A motion for sanctions must be made separately from any other motion and properly served. Minn. Stat. § 549.211, subd. 4(a). It cannot be filed with or presented to the district court until the party against whom the sanction is sought has had 21 days after service within which to correct the conduct at issue. *Id*. If the party seeking sanctions fails to provide adequate notice, a 21-day period to correct the conduct, and a separate motion, a sanction may not be imposed. *Id*. Here, Calderon's motion for sanctions was both filed and served on May 8, 2007, a clear violation of the statute.

[2] Calderon's motion for sanctions arose from his allegations that Holstad's memorandum of law from April 30, 2007, contained false statements regarding his conduct during a deposition.

The district court, however, did not impose a sanction on Holstad under this statute. Indeed, the district court determined that "[s]anctions pursuant to [section] 549.211 for Plaintiff's misleading statements in her Memorandum of Law dated April 30, 2007, while warranted by all the circumstances, *should be deferred* because of the implementation of restrictions on Plaintiff's ability to serve and file motions and other pleadings without prior Court approval." (Emphasis added.) Thus, Holstad's claim of an abuse of discretion by the district court fails because the district court did not impose sanctions pursuant to section 549.211.

Because Holstad is not entitled to relief on any ground alleged on appeal, we affirm.

Affirmed.