This opinion will be unpublished and
may not be cited except as provided by
Minn. Stat. § 480A.08, subd. 3 (2006).

STATE OF MINNESOTA
IN COURT OF APPEALS
A07-1432

In re the Marriage of:
Bruce E. Carlson, petitioner,
Appellant,

vs.

Kathleen A. Carlson,
n/k/a Kathleen M. Carlson,
Respondent.

Filed August 12, 2008
Affirmed
Wright, Judge

Ramsey County District Court
File No. F0-01-736

Kathryn A. Graves, Katz, Manka, Teplinsky, Due & Sobol, 225 South Sixth Street, Suite 4150, Minneapolis, MN 55402 (for appellant)

Susan M. Lach, Messerli & Kramer, 1800 Fifth Street Towers, 150 South Fifth Street, Minneapolis, MN 55402 (for respondent)

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

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

WRIGHT, Judge

Appellant-husband challenges the district court's award of spousal maintenance to respondent-wife, arguing that the district court (1) lacked jurisdiction to award continued spousal maintenance and (2) abused its discretion with regard to the amount and duration awarded. We affirm.

FACTS

Appellant Bruce Carlson (husband) and respondent Kathleen Carlson (wife) were married in 1983 and have four children, two of whom have special needs. During their 19-year marriage, husband and wife enjoyed a very high standard of living. Prior to the dissolution, husband, a financial advisor and stock broker, had an average gross annual income of approximately $600,000, including one-time payments from a former employer totaling $1.35 million. In addition, husband's parents gave the couple more than $1.8 million as a gift during the marriage. Wife has a bachelor's degree in finance but, by the parties' mutual agreement, has not been employed since their first child was born in 1989. During the marriage, wife sought intellectual stimulation by returning part-time to college to study English literature. The parties did not expect the benefits of the graduate degree that she obtained to be used to supplement the family income.

Dissolution proceedings were initiated in May 2001. Following what appears to be a period of private mediation, a stipulated dissolution judgment was entered December 4, 2002. The parties agreed on property division, and they agreed to award wife physical custody of the children. The parties also agreed to "provide[ ] for the future support of

[wife] through the payment of maintenance." But the spousal-maintenance agreement was limited because husband had recently left his employment and was bound by a two-year noncompetition agreement. As "an additional property settlement" in lieu of spousal maintenance for the 15-month period from October 2002 to the end of December 2003, the stipulated dissolution judgment required husband to pay wife a lump sum of $82,000 from his share of the proceeds realized from selling the marital homestead. Following this period, husband was to pay $8,000 monthly as temporary spousal maintenance for the 12-month period between January and December 2004. Husband also agreed to pay wife's tuition through the earlier of December 2005 or the completion of her master's degree. Finally, the stipulated dissolution judgment set forth the following procedure to address spousal maintenance after this period:

> On or before July 1, 2004, the parties shall exchange financial information, including their tax returns for 2002 and 2003, verification of year to date income (from all sources) and monthly budgets. The parties will then attempt to reach an agreement on the spousal maintenance award thereafter. In the event the parties cannot agree on a new award, then they shall use the dispute resolution procedure set forth in paragraph 4 above. In the event the parties cannot thereafter reach an agreement in mediation as to the maintenance award, then either party may move the [district court] to set the maintenance amount and duration. In such case the [district court] shall address the issue of spousal maintenance *de novo*, and shall not use the modification standard of Minn. Stat. § 518.64.

Nothing in the record indicates that the parties exchanged financial information by July 1, 2004. Husband, who had started his own business after the noncompetition agreement expired, continued to pay wife $8,000 monthly for some time after December 31, 2004, apparently requesting wife's financial information in July 2005. After an unsuccessful attempt to mediate the issue of spousal maintenance, husband moved the district court on August 9, 2006, for an order "[c]onfirming that the [district court] has no jurisdiction to award ongoing spousal maintenance to [wife]." Alternatively, husband sought to have his temporary monthly spousal-maintenance obligation set at $8,000, which would reduce to $5,000 monthly after the parties' youngest son graduates from high school and terminate after their daughter graduates from high school. In response, wife moved for permanent monthly spousal maintenance of $12,225.

The district court concluded that, although the language of the stipulated dissolution judgment "arguably permit[s husband] to cease payment of *temporary* maintenance as of December 31, 2004, [it] reserves the issue of permanent spousal maintenance." Following an evidentiary hearing, the district court awarded wife monthly spousal maintenance of $10,000 until the earlier of her eligibility for social security or remarriage. This appeal followed.

D E C I S I O N

I.

Husband first challenges the district court's authority to award permanent spousal maintenance. He argues that, because wife did not move for continued spousal maintenance before December 31, 2004, the district court lost its authority to award

continued spousal maintenance when the temporary spousal-maintenance award expired. Whether the issue of continued spousal maintenance was reserved requires us to construe the terms of the stipulated dissolution judgment, which presents a question of law subject to de novo review. *See VanderLeest v. VanderLeest*, 352 N.W.2d 54, 56 (Minn. App. 1984) (stating that construction of stipulated dissolution judgment is reviewed de novo).

A district court's continuing jurisdiction over dissolution proceedings generally provides sufficient legal authority to modify a spousal-maintenance award. *Loo v. Loo*, 520 N.W.2d 740, 743 (Minn. 1994). But after the final spousal-maintenance payment has been made, there is no spousal-maintenance obligation to modify. *Moore v. Moore*, 734 N.W.2d 285, 288-89 (Minn. App. 2007), *review denied* (Minn. Sept. 18, 2007). And a district court is without legal authority to modify a spousal-maintenance obligation that has ceased to exist. *Eckert v. Eckert*, 299 Minn. 120, 125, 216 N.W.2d 837, 840 (1974). Therefore, a district court lacks legal authority to modify a spousal-maintenance award after the obligor has made the final spousal-maintenance payment. *Moore*, 734 N.W.2d at 288-89.

Husband's argument rests on the premise that his spousal-maintenance obligation terminated when he made the December 2004 spousal-maintenance payment to wife. Thus, we first address whether this was the final spousal-maintenance payment as contemplated by *Moore*.

The terms of a stipulated dissolution judgment are construed using contract-law principles. *In re Estate of Rock*, 612 N.W.2d 891, 894 (Minn. App. 2000). Therefore, our primary objective when construing a stipulated dissolution judgment must be to "give

all terms their plain, ordinary and popular meaning so as to effect the intent of the parties." *Davis by Davis v. Outboard Marine Corp.*, 415 N.W.2d 719, 723 (Minn. App. 1987), *review denied* (Minn. Jan. 28, 1988). That intent is not determined "by a process of dissection in which words or phrases are isolated from their context, but rather from a process of synthesis in which words and phrases are given a meaning in accordance with the obvious purpose of the . . . contract as a whole." *Id.* (quotation omitted). When viewed as a whole, the plain language of the stipulated dissolution judgment establishes that the parties intended husband's spousal-maintenance obligation to continue beyond December 2004.

The stipulated dissolution judgment states: "The parties have provided for the future support of [wife] through the payment of maintenance." But rather than specify at the outset the duration or amount of the spousal-maintenance obligation, the stipulated dissolution judgment sets husband's spousal-maintenance obligations only for the immediate future and provides a procedure for setting husband's long-term spousal-maintenance obligations at a later date. Indeed, it appears that this arrangement was reached in light of the uncertainty regarding husband's future income because he was subject to a two-year noncompetition agreement.[1] Based in part on husband's representations that certain expenses had already been paid, the parties reached a

[1] "[E]xtrinsic evidence cannot change the plain meaning of a writing, but meaning can almost never be plain except in a context." Restatement (Second) of Contracts § 212 cmt. b (1981). The circumstances in which husband and wife reached a stipulated judgment only reinforce our reading of the judgment's plain language.

temporary agreement "on financial support/maintenance payable to [wife] for the time period October 2002 through December 2004."

Husband's reliance on cases in which the district court lacked authority to revisit a spousal-maintenance obligation after the payment period specified by the dissolution judgment had concluded is misplaced. A dissolution judgment's high level of specificity with respect to the obligation's duration may indicate that the parties intended to require a spousal-maintenance obligation to cease after a specified period. *See Weber v. Sentry Ins.*, 442 N.W.2d 164, 167 (Minn. App. 1989) (stating well-recognized rule that "the expression of specific things in a contract implies the exclusion of all not expressed"); *accord Moore*, 734 N.W.2d at 288-89 (holding that husband's spousal-maintenance obligation terminated on final payment when spousal maintenance was due on specific days of month and that district court's reservation of spousal maintenance would end if wife had not moved for modification by certain date). But the stipulated dissolution judgment at issue here does not suggest that husband's spousal-maintenance obligation would terminate in December 2004 if wife had not yet moved to extend his spousal-maintenance obligation. To the contrary, the stipulated dissolution judgment expressly contemplates that husband will pay wife's tuition through the end of 2005.

Moreover, when the provisions addressing spousal maintenance are read in context, there is no basis to conclude that the short-term provision represents husband's entire spousal-maintenance obligation. The stipulated dissolution judgment requires the parties to attempt to resolve husband's long-term spousal-maintenance obligation on their own. To further the negotiation process, the stipulated dissolution judgment directs the

parties to exchange financial information by July 1, 2004, a date well after the expiration of husband's noncompetition agreement. If the parties cannot agree on a new spousal-maintenance award, they must submit their dispute to a private mediator under the procedure for resolving "the 'permanent' spousal maintenance award." Under the stipulated dispute-resolution procedure, if mediation fails, either party may move the district court to "set the maintenance amount and duration." As such, the issues to be resolved did not include *whether* spousal maintenance should be awarded. Rather, the district court was to determine the amount and duration de novo without the more deferential standard for modification of husband's existing monthly spousal-maintenance obligation, which had been set while husband was unemployed and subject to a noncompetition agreement. Thus, the stipulated dissolution judgment presupposes a long-term spousal-maintenance obligation and establishes procedures to compute its amount and duration. Because the stipulated dissolution judgment clearly contemplates that the spousal-maintenance obligation would continue after December 2004, additional language expressly reserving the issue of spousal maintenance is not required. *Cf. Plante v. Plante*, 358 N.W.2d 729, 731 (Minn. App. 1984) (permitting implicit reservation of spousal maintenance), *review denied* (Minn. Feb. 27, 1985).

Our conclusion may be reached, alternatively, on equitable grounds. Wife argues that she did not initially utilize the conflict-resolution procedure because husband assured her that he would continue the monthly spousal-maintenance payments of $8,000. Husband acknowledges that he voluntarily continued these payments well after

December 2004. Based on the undisputed evidence in the record, we conclude that husband has waived his objections to the district court's exercise of authority.[2]

We have previously applied equitable principles to challenges to the district court's legal authority to modify spousal maintenance. *Diedrich v. Diedrich*, 424 N.W.2d 580, 584 (Minn. App. 1988). In *Diedrich*, the original dissolution judgment provided that husband's spousal-maintenance obligation would terminate when wife remarried. *Id.* at 581. But the parties later agreed that the spousal-maintenance obligation would resume at a reduced rate if wife's new marriage ended within five years. *Id.* Wife did not move to amend the original dissolution judgment until after she had already remarried and divorced. *Id.* In addition to analyzing the applicable spousal-maintenance law, we held that "the same result is compelled by equitable concepts," estopping husband "from raising a question as to jurisdiction after entering into a valid agreement on that subject and abiding by it for five years." *Id.* at 583-84.

---

[2] Although husband cannot waive the district court's subject-matter jurisdiction to hear wife's motion, we share the sentiment regarding misuse of the "jurisdiction" label often found in modification cases:

> Numerous Minnesota appellate opinions refer to the fact that a district court can address maintenance only if a maintenance obligation exists or if the district court reserved the maintenance question. Many of those opinions further state that this limitation is a limitation on the district court's "jurisdiction." Recently, however, the United States Supreme Court, the Minnesota Supreme Court, and this court have all acknowledged that courts and parties often use concepts and language associated with "jurisdiction" imprecisely to refer to, among other things, nonjurisdictional claims-processing rules or nonjurisdictional limits on a court's authority to address a question.

Moore, 734 N.W.2d at 287 n.1.

Equitable principles compel the same result here. By continuing to pay spousal maintenance, husband led wife to believe that issues regarding her long-term spousal maintenance had been resolved without the need to utilize the district court. Husband, therefore, is estopped from challenging the district court's authority to address and resolve the "'permanent' spousal maintenance award."[3]

II.

Husband also challenges the amount and duration of the spousal-maintenance award, as well as several findings underlying it. Determining an appropriate spousal-maintenance award requires a "balancing of the recipient's need against the obligor's financial condition." *Crosby v. Crosby*, 587 N.W.2d 292, 298 (Minn. App. 1998), *review denied* (Minn. Feb. 18, 1999). On appeal, we review the district court's spousal-maintenance decision setting the amount and duration to determine whether the district court abused its broad discretion. *Chamberlain v. Chamberlain*, 615 N.W.2d 405, 409 (Minn. App. 2000), *review denied* (Minn. Oct. 25, 2000). We will not disturb the district court's decision unless it resolves the matter in a manner "that is against logic and

---

[3] Husband suggests that the statute of frauds prevents his actions from being used as evidence that the parties intended the stipulated dissolution judgment to reserve the issue of spousal maintenance. The statute of frauds requires a signed writing for "every agreement, promise, or undertaking made upon consideration of marriage, except mutual promises to marry." Minn. Stat. § 513.01(3) (2006). Husband incorrectly assumes that a stipulated dissolution judgment is "made upon consideration of marriage." An agreement made upon consideration of marriage is one in which marriage is promised in exchange for something else. *See generally Baehr v. Penn-O-Tex Oil Corp.*, 258 Minn. 533, 538-39, 104 N.W.2d 661, 665-66 (1960) (discussing nature of consideration). The consideration here, by contrast, is a reciprocal exchange of promises settling legal claims that exist because the parties' marriage has ended. The statute of frauds's marriage provision, therefore, does not apply.

the facts on record." *Id.* (quotation omitted). And we will not disturb the factual findings supporting that decision unless they are clearly erroneous. *Id.*

Husband argues that the district court's finding that wife's reasonable monthly expenses were $12,046 was clearly erroneous. He claims that, in amending its earlier findings, the district court failed to include deductions addressed by an earlier version of the order where the district court had "noted that some of [wife's] expenses may be excessive." But this contention mischaracterizes the district court's orders, which specifically found that the parties' marital lifestyle would support the expenses that husband claims are excessive. This finding regarding the marital lifestyle is supported by the record. Indeed, even husband describes the marital lifestyle as "lavish." Moreover, the "deductions" that husband refers to were hypothetical, which the district court apparently used to illustrate that, even when reducing the complained-of expenses to more moderate amounts, wife's reasonable monthly expenses were still very high. The hypothetical deductions subsequently were eliminated by the district court because they "obscured rather than clarified the issue of [wife]'s present monthly expenses." Although a different decisionmaker might not have accepted wife's monthly expenses as reasonable, it was not an abuse of discretion for the district court to do so on this record.

Husband also argues that the district court's finding that wife is capable of earning a gross annual part-time income of $3,000 is clearly erroneous. This argument also mischaracterizes the district court's findings. The district court observed that wife's gross annual income "[a]t the present time" was $3,000 and that her income likely would increase "as her free-lance career progresses and the children's needs diminish." But the

district court also found that it remained highly unlikely that wife could become self-supporting. Given the district court's finding that wife's reasonable annual expenses exceed $144,000, the district court's finding regarding the likelihood of wife becoming self-supporting is not clearly erroneous.

Husband also challenges the spousal-maintenance award because the district court did not make a specific finding as to his net monthly income. We require particularized findings to facilitate meaningful appellate review, to demonstrate that the district court considered all of the relevant statutory factors, and to satisfy the parties that the district court resolved their case fairly. *Lewis v. Lewis*, 414 N.W.2d 588, 590 (Minn. App. 1987). Although the district court did not make a particularized finding regarding husband's net monthly income, it made detailed findings considering husband's ability to meet his needs while meeting those of wife, as required by Minn. Stat. § 518.552, subd. 2(g) (2006). The district court considered, for example, that husband has been able to acquire real property and investments after the dissolution. In contrast, wife has had to sell personal property to meet expenses. And the district court considered husband's ability to afford to maintain multiple recreational properties. The district court's findings demonstrate that it was aware that the spousal-maintenance award would result in a budgetary shortfall to both parties. And even in the absence of a finding regarding husband's net monthly income, the district court's findings clearly establish that the district court carefully balanced both parties' needs and resources. *Cf. Ganyo v. Engen*, 446 N.W.2d 683, 687 (Minn. App. 1989) (affirming spousal-maintenance award creating monthly deficit for obligor).

Finally, husband suggests, without citation to authority, that the district court abused its discretion by terminating his spousal-maintenance obligation when wife becomes eligible to receive social security income, rather than at the earlier date when she becomes eligible to draw on her share of the proceeds from husband's IRA. Husband argues that this aspect of the district court's order sets a "moving target" because it is subject to future changes in the age requirement for social security benefits. We disagree. The district court's evident goal in tying the duration of spousal maintenance to wife's social security eligibility was not to subject husband to changes in the law governing social security benefits but rather to provide for wife's support until it is certain that her expected means of self-support, namely, her share of the proceeds from husband's IRA, are available. The district court did not abuse its discretion by accomplishing this objective in this manner rather than by setting a specific date for husband's spousal-maintenance obligation to terminate. *See generally Lyon v. Lyon*, 439 N.W.2d 18, 22 (Minn. 1989) (explaining that spousal maintenance is awarded "to meet need" and evaluating spouse's "need" in context of parties' particular circumstances).

We also reject husband's argument for remand. It is not necessary for the district court to amend its order to expressly provide that husband's spousal-maintenance obligation will terminate in the event of either party's death because this already is established by operation of law. Minn. Stat. § 518A.39, subd. 3 (2006) (terminating maintenance obligation on death of either party or remarriage of obligee).

Affirmed.