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**STATE OF MINNESOTA
IN COURT OF APPEALS
A10-702**

In re the Marriage of: Kenneth Lee Watson, petitioner,
Respondent,

vs.

Lucy Buckner-Watson n/k/a Lucy Buckner,
Appellant.

**Filed March 8, 2011
Affirmed
Ross, Judge**

Dakota County District Court
File No. 19HA-FA-09-500

Kathy K. Hart, Appelhof, Pfeifer & Hart, P.A., Oakdale, Minnesota (for respondent)

Lucy Buckner-Watson, Inver Grove Heights, Minnesota (pro se appellant)

Considered and decided by Schellhas, Presiding Judge; Hudson, Judge; and Ross,
Judge.

UNPUBLISHED OPINION

ROSS, Judge

Lucy Buckner challenges the district court's determination of spousal maintenance in this marriage dissolution appeal. She argues that the district court erred by not awarding her monthly maintenance or a lump-sum cash award based on the doctrine of promissory estoppel. She also claims that she was deprived of her right to due process

and was unfairly prejudiced by the district court and opposing counsel. Because the record supports the district court's decision and Buckner's claims of unfairness are not supported, we affirm.

FACTS

Lucy Buckner and Ken Watson met at a funeral in Ohio in the fall of 2005 and married the following spring in St. Paul. They maintained a long-distance relationship for the first year of their marriage, with Buckner living in Ohio and Watson in Minnesota. In July 2007, Buckner quit her \$71,000 job at age 62 and moved to Minnesota to be with Watson. She cashed in her 401-K account totaling approximately \$74,000 and kept ownership of her house in Ohio.

By February 2009, Watson had moved out of the couples' Minnesota home and that summer he commenced divorce proceedings. During the dissolution proceedings, Buckner requested spousal maintenance of either \$1,000 monthly or a lump sum of \$43,000. The district court divided the parties' primarily separate assets and concluded that neither party was entitled to spousal maintenance. Buckner appeals.

DECISION

Buckner argues that the district court should have awarded her either spousal maintenance or a lump-sum cash award. She bases her argument on Minnesota Statutes section 518.552 (2010) or alternatively on promissory estoppel. We review the district court's determination of maintenance for an abuse of discretion. *Erlandson v. Erlandson*, 318 N.W.2d 36, 38 (Minn. 1982). For the following reasons we see no abuse of discretion here.

Buckner asserts that the district court did not address all the factors relevant to calculating spousal maintenance provided in section 518.552. She is mistaken. The district court expressly addressed all eight factors in detail. This is generally sufficient. *See Stich v. Stich*, 435 N.W.2d 52, 53 (Minn. 1989) (holding that the district court must give the relevant factors due consideration). It concluded that Buckner was not entitled to spousal maintenance because she did not plan to pursue additional education or training, she failed to show that she is unable to enjoy the lifestyle she had before the short marriage, and both parties' reasonable monthly expenses exceeded their net monthly incomes. The district court did not abuse its discretion when considering these factors.

We turn to Buckner's promissory estoppel argument. The district court stated that promissory estoppel is not a legal theory that can support spousal maintenance. But in dissolution proceedings, a district court has the "inherent power to grant equitable relief as the facts in each particular case and the ends of justice may require." *DeLa Rosa v. DeLa Rosa*, 309 N.W.2d 755, 758 (Minn. 1981) (quotation omitted) (holding that the district court did not abuse its discretion by awarding respondent an equitable recovery for the financial support she provided to her husband during his schooling). And promissory estoppel is equitable in nature. *See Hous. & Redev. Auth. of Chisholm v. Norman*, 696 N.W.2d 329, 332 (Minn. 2005) (noting "the equitable nature of promissory estoppel").

Notwithstanding its statement, the district court did consider Buckner's promissory estoppel claim on its merits. Whether the facts found by the district court rise

to the level of promissory estoppel is a question of law, which we review de novo. *Greuling v. Wells Fargo Home Mort., Inc.*, 690 N.W.2d 757, 761 (Minn. App. 2005). We review the underlying factual findings for clear error. *Gessner v. Gessner*, 487 N.W.2d 921, 923 (Minn. App. 1992). The doctrine requires proof that a definite promise was made, that the promisor intended to induce reliance, that the promisee relied on the promise to her detriment, and that the promise must be enforced to prevent injustice. *Martens v. Minn. Mining & Mfg. Co.*, 616 N.W.2d 732, 746 (Minn. 2000).

The district court found that Watson did not make any premarital promises that must be enforced to prevent an injustice and that Buckner did not prove that she suffered any detriment caused by her reliance on Watson's alleged promises. The alleged promises were that Watson would fully provide for Buckner if they married, and later that he would work multiple jobs if necessary to sustain her lifestyle if only she left Ohio and joined him in Minnesota. The district court also found that the communication about the alleged promises "does not prove that they contemplated an arrangement whereby one party would be financially indebted to the other if the marriage were terminated." The record supports the findings.

We next address Buckner's procedural challenges. She first argues that the district court erroneously denied her request for a continuance. We review the denial of a motion for continuance for an abuse of discretion. *Dunham v. Roer*, 708 N.W.2d 552, 572 (Minn. App. 2006), *review denied* (Minn. Mar. 28, 2006). Buckner wanted a continuance to gather documents related to her promissory estoppel theory. The district court denied Buckner's motion because it found that the trial had been set for a long time and that a

continuance would have prejudiced Watson. A district court's denial of a motion to continue will withstand an appeal if granting the motion would unfairly prejudice the nonmoving party. *Chahla v. City of St. Paul*, 507 N.W.2d 29, 32 (Minn. App. 1993) (upholding the denial of a continuance based, in part, on possible prejudice to nonmoving party), *review denied* (Minn. Jan. 20, 1994). The district court did not abuse its discretion by denying Buckner's request for a continuance.

Buckner also claims that her due process rights were violated. She does not clearly explain the basis for this allegation. We infer that the events that allegedly violated her due process rights are the following: The district court failed to rule on all of her motions; it accepted *ex parte* communication from opposing counsel but not from Buckner; it excluded affidavits and other evidence that Buckner sought to introduce; it "prejudge[d] and prestate[d] the outcome of" trial; and it allowed Watson's counsel not to give a copy of Watson's proposed dissolution order to Buckner, to misrepresent where Watson was residing, and to steal Buckner's insurance documents.

Buckner's due process claims lack persuasive force. Her allegations rest on bare assertion with no supporting argument. *See Ganguli v. Univ. of Minn.*, 512 N.W.2d 918, 919 n.1 (Minn. App. 1994) (holding that the court may decline to address arguments not supported by legal analysis or citation). She raises a number of unresolved factual questions, and several of her assertions are factually inaccurate. She also does not clarify how the alleged errors prejudiced her. To the extent any of her claims might, if factually supported, trigger a due process concern, we observe also that they would fail because the district court made multiple findings of Buckner's poor credibility and lack of candor,

and we defer to the district court's credibility determinations. *Sefkow v. Sefkow*, 427 N.W.2d 203, 210 (Minn. 1988). The district court found that Buckner provided incomplete discovery responses, overstated her reasonable monthly expenses, and "altered several documents." In one instance, for example, Buckner marked over the "minimum payment" section of a credit card bill and wrote in a significantly larger amount than the original.

We hold that the district court properly denied spousal maintenance to Buckner and that Buckner's due process rights were not violated.

Affirmed.