

FILED JUL 03 2014



LYNN K. McDONALD
CLERK OF COURT

TRIBAL COURT
OF THE
SHAKOPEE MDEWAKANTON SIOUX (DAKOTA) COMMUNITY

SMS(D)C INDIAN RESERVATION

STATE OF MINNESOTA

Abbey Layne Knutson,
n/k/a Abbey Layne Crooks,

Petitioner,

Court File No. 667-10

v.

Thomas Richard Knutson (Deceased),

Respondent.

**Findings of Fact, Conclusions of Law, Order for Judgment, and
Judgment**

This matter came on for hearing before the undersigned on May 28, 2014, at the Shakopee Mdewakanton Sioux (Dakota) Court, on the motion of the Petitioner Abbey Layne Crooks ("Crooks") to clarify the October 22, 2010 Judgment and Decree in this matter. At the motion hearing, attorney Adam J. Blahnik appeared with and on behalf of Crooks. Tamara Sondrol ("Sondrol"), mother and personal representative of the deceased Respondent Thomas Richard Knutson ("Knutson"), appeared *pro se*.

Based on the argument of the parties and all the files, recordings and proceedings herein, this Court makes the following:

FINDINGS OF FACT

1. Crooks and Knutson dissolved their marriage pursuant to the Stipulated Findings of Fact, Conclusions of Law, Order for Judgment and Judgment and Decree of this Court dated October 22, 2010 (“Judgment and Decree”).
2. Knutson had a documented and undisputed history of drug addiction, although at the time of the Judgment and Decree, Knutson appeared to have been sober.
3. Under the parties’ stipulation, the Court awarded Knutson joint legal and joint physical custody of the parties’ two children, [REDACTED] (DOB 12/15/06) and [REDACTED] (DOB 12/07/08). The parenting-time schedule provided that the children would reside primarily with Knutson. The Judgment and Decree ordered Crooks to pay Respondent \$2,700 per month in child support.
4. With respect to spousal maintenance, the Judgment and Decree stated:

Consistent with *Karon v. Karon*, except for the aforesaid maintenance, each party waives and is forever barred from receiving any spousal maintenance whatsoever from one another and this court is divested from having any jurisdiction whatsoever to award temporary or permanent spousal maintenance to either of the parties.¹

There was no “aforesaid maintenance” contemplated by the parties’ stipulation, however, so the Judgment and Decree did not provide for spousal maintenance.

5. The Judgment and Decree awarded Knutson real property located at 17860 Wedgewood Lane, Prior Lake, Minnesota 55372, which was where Knutson was to live with the children during his parenting time. The Judgment and Decree ordered Crooks to pay the mortgage:

¹ Judgment and Decree at ¶ 2.

The Petitioner shall be solely responsible for making payments of principal, interest, taxes and insurance on this residence, and shall hold Respondent harmless thereto until such time as the existing mortgage is fully satisfied, at which time the obligations for taxes and insurance shall be the sole responsibility of the Respondent.²

Crooks did make—and continues to make—monthly payments on the mortgage, which was in her name only, in the amount of \$2,036.00.

6. The Judgment and Decree further awarded Knutson a 2009 Dodge Ram pickup truck and ordered Crooks to pay on the loan for the truck, which was also in her name:

The Petitioner shall be responsible for any encumbrances existing against any of the vehicles awarded to the Respondent herein and shall indemnify and hold the Respondent harmless from said encumbrance(s).³

Knutson later traded in the Dodge Ram for a Nissan Pathfinder, but Petitioner continued to make payments in the amount of \$397.77 on the new vehicle and the parties did not seek modification of the Judgment and Decree.

7. Crooks explains that the reason for the mortgage and car payments instead of a more traditional spousal maintenance arrangement or property settlement stemmed from Knutson's history of addiction and resulting financial situation. Crooks testified (by affidavit) that Knutson would not have qualified for home-mortgage and vehicle loans, and that the home and vehicle were essential to his caring for the children.
8. Knutson fathered a third child following the dissolution of his marriage to Crooks.
Crooks is not the mother of that child.
9. In approximately July 2011, Crooks became concerned that Knutson was once again abusing illegal drugs and drinking alcohol heavily. Knutson attempted suicide around

² *Id.* at ¶ 8.

³ *Id.* at ¶ 11.

this time by taking 50 extra-strength Tylenol. Due to these complications, upon Crooks's petition, this Court modified the Judgment and Decree to provide Crooks with full legal and physical custody of the children and allow Knutson supervised visits. The Court also terminated Crook's child-support payment obligations at that time. Crooks did not seek to modify the Judgment and Decree's provision directing her to pay Knutson's mortgage and vehicle expenses.

10. On October 23, 2013, Knutson committed suicide. Sondrol thereafter took possession of Knutson's home and the Nissan Pathfinder. Crooks continues to make payments on the home mortgage and vehicle loan.

11. Probate proceedings for Knutson's estate are currently under way at the Scott County District Court, File No. 70-PR-14-625. On January 14, 2014, the Scott County Registrar accepted the application of, and appointed Sondrol to serve as the personal representative of Knutson's estate.

12. Crooks now asserts that the Judgment and Decree—a product of the parties' negotiation and joint drafting—is unclear as to Crooks's obligation to continue making the home-mortgage and vehicle-loan payments. Crooks argues that the payments should be considered spousal maintenance. Crooks asserts that the Court cannot alter the Judgment and Decree since Knutson is deceased, but that the Court can "clarify" the unclear mortgage and loan-payment provisions set forth in the Judgment and Decree because they were not intended to continue after Knutson's death. Crooks further argues that because the children reside with her, and because the parties' stipulation as reflected in the Judgment and Decree was not intended to benefit Knutson's mother, Sondrol, that it would be inequitable to require Crooks to continue making payments on the mortgage

and vehicle loan until they are satisfied. Instead, Crooks asks this Court to clarify that the Judgment and Decree do not obligate her to pay the home mortgage and vehicle loan after the date of Knutson's death, and to order that the home and the vehicle be placed on the market for sale, and that the mortgage and loan paid off in full, and any remaining proceeds from the sale of the home and vehicle should be property of Knutson's estate and ultimately distributed to Knutson's heirs.

13. Sondrol argues that the Judgment and Decree clearly states that Crooks is obligated to continue making the home mortgage and vehicle loan payments until they are paid off. Sondrol asserts that the payments were part of the parties' property settlement in the marriage-dissolution proceeding. She asks this Court to deny Crooks's motion, and notes her position that the property settlement was intended to benefit Knutson and his heirs and assigns, therefore his children (including his third child) are entitled to benefit from the arrangement.

CONCLUSIONS OF LAW

1. While Petitioner argues that the mortgage and vehicle-loan payments should be treated as spousal maintenance, the Judgment and Decree clearly provides for no spousal maintenance, and in fact divests this Court of jurisdiction over spousal maintenance.⁴
2. This Court has previously characterized the payment of Respondent's mortgage on his home and monthly payment on Respondent's vehicle as an "ongoing

⁴ *Id.* at ¶ 8.

monthly property settlement.”⁵ Neither party challenged this characterization, Crooks herself characterizes the arrangement as such,⁶ and Sondrol likewise asserts that the payments at issue were part of the parties’ property division.⁷ The Court concludes that the “ongoing monthly property settlement” was a part of the property division in connection with the parties’ marriage dissolution.

3. Crooks cites the Minnesota Court of Appeals case *Witt v. Witt*⁸ in support of the statement that “amendments to the Judgment and Decree after death of a party [are] strictly prohibited.”⁹ *Witt* is inapposite for two reasons: (a) *Witt* deals with the modification of spousal maintenance,¹⁰ and the issue here is modification of property division; and (b) the *Witt* Court determined that it could not amend the judgment and decree at issue due to the death of a party based on its interpretation of then-applicable Minnesota statutory language¹¹ that has since changed, and that differs from the Shakopee Mdewakanton Sioux (Dakota) Community Domestic Relations Code applicable here.
4. Under the Community’s Domestic Relations Code, the Court may revoke or modify a division of real or personal property at any time the Court finds that “it is no longer equitable that the judgment or decree or order should have prospective

⁵ March 19, 2013 Findings of Fact, Order for Judgment and Judgment at ¶ 22.

⁶ April 30, 2014 Affidavit of Abbey Layne Crooks at ¶ III.

⁷ E.g. May 28, 2014 Hearing Transcript at 21:1-10.

⁸ 350 N.W.2d 380, 382 (Minn. Ct. App. 1984).

⁹ Memorandum of Law in Support of Petitioner’s Motion at 10.

¹⁰ 350 N.W.2d at 382.

¹¹ *Id.*

application.”¹² In this instance, the Court finds that equity is not served by mandating prospective application of the Judgment and Decree’s obligation that Crooks pay the mortgage and vehicle-loan payments in light of Knutson’s death.

5. Crooks paid the home and car payments to ensure that Knutson had a home and vehicle to care for the parties’ children.¹³ When Knutson’s drug abuse again became a problem, and the Court granted Crooks’s request for sole physical and legal custody of the children in March of 2013, Crooks did not seek to alter the property settlement arrangement because Knutson “was not working and [Crooks] knew [Knutson] could not afford a home or vehicle without [Crooks’s] support.”¹⁴ Crooks’s compassion then does not mandate that she continue the payments now when Knutson is no longer alive and Crooks is solely responsible for their two children.
6. In support of the determination that Crooks is no longer obliged to make the mortgage and car-loan payments on a prospective basis due to the death of Knutson, the Court notes that Paragraph 8 of the Judgment and Decree contemplated that the obligation to pay taxes and insurance on the Prior Lake home would shift to *Knutson* once the mortgage was satisfied. This language, which again was the product of the parties’ negotiation and joint drafting, only contemplates Crooks’s payments concluding while Knutson was still alive, and it

¹² SMD(S)C Domestic Relations Code, Chap. III, § 5(g)(5).

¹³ Crooks Aff., ¶ II (“By providing for Thomas, I would ultimately be providing for my children and I agreed to that arrangement.”).

¹⁴ *Id.* at ¶ IX.

does not reflect the intention of the parties that the payments should continue upon his death.

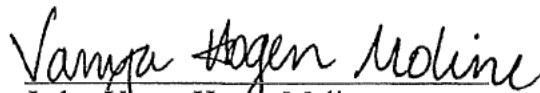
ORDER FOR JUDGMENT

1. Crooks's obligation under Paragraph 8 of the October 22, 2010 Judgment and Decree to pay the mortgage in her name encumbering the real property located at 17860 Wedgewood Lane, Prior Lake, Minnesota 55372 and legally described as Lot 1, Block 1, Maple Glenn 3rd Addition, Prior Lake, Scott County, Minnesota, shall cease effective July 3, 2014.
2. Crooks's obligation under Paragraph 8 of the October 22, 2010 Judgment and Decree to make payments on the vehicle loan in her name on the Nissan Pathfinder shall cease effective July 3, 2014.
3. Because Knutson's estate is already the subject of a probate proceeding in another jurisdiction, *Estate of Thomas R. Knutson*, Court File No. 70-PR-14-8017 in the District Court for First Judicial District of Minnesota, the disposition of assets held in his name, including the house on Wedgewood Lane and the Nissan Pathfinder, are governed by those proceedings. The parties shall provide a copy of these Findings of Fact, Conclusions of Law, and Order for Judgment to that court in the probate proceedings.
4. All other requests for relief, including Crooks's request for attorneys' fees, are hereby denied.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

Dated: July 3, 2014


Judge Vanya Hogen Moline

JUDGMENT

I hereby certify that the above Findings of Fact, Order for Judgment and Judgment, do hereby constitute the judgment of this Court.

SHAKOPEE MDEWAKANTON SIOUX
TRIBAL COURT CLERK OF COURT

Dated:

July 3, 2014

Lynn K. McDonald
Lynn K. McDonald, Clerk of Court