

IN THE SUPREME COURT OF NORTH DAKOTA

Jonathan Lee Buchholz,

Plaintiff and Appellee,

v.

Kristin Angela Overboe,

Defendant and Appellant.

Supreme Ct. No. 20220113

Dist. Ct. No. 02-2020-DM-00102

On Appeal from Judgment entered February 16, 2022, Order re: Motion to Strike and for Protective Order entered April 25, 2022, Order Striking Declaration of Kristin Overboe dated February 11, 2022 entered February 23, 2022, and Order on Motion for Leave to Deposit Funds and Rule 58 Pre-filing Order entered March 16, 2022

Barnes County District Court

Southeast Judicial District

Honorable Jay Schmitz

APPELLEE'S BRIEF

ORAL ARGUMENT REQUESTED

/s/ Lynn Slaathaug Moen

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STATEMENT OF THE ISSUES

1. The District Court Exercised Proper Jurisdiction to Issue the Order to Strike and Protective Order.
2. The District Court Properly Granted the Parties a Divorce.
3. The District Court was Not Clearly Erroneous in Its Property Distribution.
4. The District Court Properly Exercised Its Authority in its Orders to Strike.
5. The District Court Properly Denied Defendant's Motion to Amend Findings.

STATEMENT OF THE FACTS

¶6 Plaintiff/Appellee, Jon Buchholz (“Jon”), and Defendant/Appellant, Kristin Overboe (“Kristin”), were married approximately 8.5 years at the time their divorce judgment was entered on February 16, 2022. (R245:3). The parties were 36 and 37 years old at the time of the divorce and they had no children. Jon and Kristin maintained separate businesses and financial accounts throughout their marriage. (R384:25, 35). Irreconcilable differences arose between Jon and Kristin that made continuation of the marriage intolerable. (R384:172, 173).

¶7 A two-day trial was held on December 17, 2021 and December 29, 2021. The court held additional hearings on January 19, 2022 and February 11, 2022 to address and clarify the court’s findings.

¶8 Kristin filed a Motion for Reconsideration of Distribution Amounts of Crops Sold with Deferred Payment and Crops Sold in December 2020 on January 18, 2022. (R221, 222). A letter was filed by attorney Slaathaug Moen requesting clarification on the court’s valuation findings. (R224). On February 11, 2022, Kristin filed a Declaration stating attorney Slaathaug Moen’s letter did not comply with “the basic tenements of due process”, that there were several issues with the court’s decisions regarding property and valuations, a family trip Jon took, among numerous other issues that had already been addressed or were completely irrelevant. (R236). Jon filed an Objection and Motion to Strike said Declaration on February 15, 2022. (R242, 243, 244).

¶9 The court entered its Findings of Fact, Conclusions of Law, and Order for Judgment on February 16, 2022. (R245). The Judgment was entered by the Clerk of Court Barnes County on February 16, 2022. (R246). Jon retained his home in Nome, farming

assets, farmland, and the debts in his name as well as the loans for the farmland. Kristin retained her law firm, house in Fargo and financial accounts in her name as well as debts in her name. Jon had to make a cash payment to Kristin in the amount of \$680,243. (R245).

[¶10] Kristin filed a Responsive Declaration with four exhibits to the Motion to Strike on February 17, 2022. (R249-253). Jon filed a Response in Support of the Motion to Strike on February 18, 2022. (R256). The court entered an Order to Strike on February 23, 2022, wherein plaintiff's objection to defendant's declarations and accompanying exhibits were sustained and the request to strike was granted. The court also ordered Kristin to pay attorney fees. (R258).

[¶11] Kristin then filed a Motion to Amend Findings of Fact, Conclusions of Law, and Order for Judgment on February 25, 2022, regarding attorney of record, grounds for divorce, valuation and division of the marital estate, evaluation of Ruff-Fischer factors, attorney fees and findings regarding the reasonableness of the fees. (R261-69). She also filed another Declaration with exhibits on March 1, 2022 (R273-79).

[¶12] Jon filed a Motion for Leave to Deposit Funds and Rule 58 Pre-Filing Order with exhibits asking the court to hold his equalization payment until issues were resolved and to prohibit Kristin from filing any new litigation or new documents without first obtaining leave of a judge of the court, as well as for attorney fees. (R281-292). A Brief in Response to Amend Findings was filed by Jon on March 2, 2022. (R294). Jon filed another Motion to Strike on March 8, 2022. (R301, 302, 303).

[¶13] Kristin subsequently filed another Declaration with exhibits on March 14, 2022. (R305-11). Jon filed a Reply in response to Kristin's bizarre filings and in support of his Motion for Leave. (R315).

[¶14] On March 15, 2022, the court issued its Order Denying Motion to Amend Findings of Fact, Conclusions of Law, and Order for Judgment. (R316). On March 16, 2022, the court issued its Order on the motion for leave granting Jon's request to hold funds and referring the Rule 58 request to the presiding judge of the Southeast Judicial District. (R318). Also on March 16, 2022, Kristin filed a letter requesting \$470 (R324).

[¶15] Kristin then filed an Application for Order to Show Cause on March 21, 2022 (R325) with yet another Declaration. (R326). A Brief in Response was filed by Jon on March 24, 2022. (R329-333). On March 29, 2022, the court entered its Order Denying Vexatious Litigant Motion. (R335).

[¶16] On March 31, 2022, Kristin served a second set of Interrogatories and Request for Production. (R338). A Supplemental Declaration regarding Exhibit 16 was filed by Kristin April 5, 2022, as well as another Declaration with numerous exhibits. (R339-362).

[¶17] Jon subsequently filed a Motion for Protective Order and to Strike Additional Filings on April 6, 2022. (R364-67). An Order to Show Cause hearing was held April 13, 2022, which resulted in the court releasing the first \$100,000 equalization payment to Kristin. (R370)

[¶18] On April 21, 2022, Kristin filed a response to Jon's Motion for Protective Order and to Strike Additional Findings. (R373). Kristin then filed a Notice of Appeal on April 22, 2022. (R375). An order granting Jon's Motion to Strike and Protective Order was entered in District Court on April 25, 2022. (R379). Kristin filed a second Notice of Appeal on May 17, 2022. (R389).

LAW AND ARGUMENT

I. The District Court Exercised Proper Jurisdiction to Issue the Order to Strike and Protective Order.

[¶19] The district court properly exercised its discretion in ruling on Jon’s Motion for Protective Order and to Strike Additional Filings as these were collateral matters outside the scope of the appeal.

[¶20] Generally, the district court loses jurisdiction when a notice of appeal is filed. Lessard v. Johnson, 2022 ND 32, ¶ 23, 970 N.W.2d 160 (citing Holkesvig v. Grove, 2014 ND 57, ¶ 16, 844 N.W.2d 557). However, “the district court retains certain inherent authority or power, and thus jurisdiction, to address certain collateral matters in order to act after a notice of appeal has been filed.” Id. A “‘collateral matter’ for which a lower court retains jurisdiction to act after a notice of appeal has been filed as a matter that ‘lies outside the issues in an appeal or arises subsequent to the judgment from which an appeal was taken.’” Holkesvig, 2014 ND 57, ¶ 16 (citations omitted).

[¶21] Notably, and particularly relevant to this case, “a court has the inherent authority to stem the abuses of the judicial process.” Holkesvig, 2014 ND 57, ¶ 17.

after a notice of appeal is filed, a district court is not divested of jurisdiction regarding the court's inherent authority or power to control its docket. Although a court is generally divested of jurisdiction over a case when a notice of appeal is filed, the court retains jurisdiction to control its docket, so as to stem abuses of the judicial process from vexatious and meritless litigation.

Id.

[¶22] In the matter at hand, Kristin filed numerous irrelevant documents and declarations after the trial had concluded and the court issued its order. These filings resulted in several Motions to Strike which were subsequently granted. Kristin served post judgment discovery for no proper purpose leading to the Motion for a Protective Order,

which was subsequently granted. These were collateral matters and not directly related to the Notice of Appeal filed on April 18, 2022. The district court retained jurisdiction to decide the motion pending before it.

II. The District Court Properly Granted Both Parties a Divorce.

[¶23] Kristin’s argument alleging that a grant of divorce by the district court is an infringement upon her “individual constitutional rights” is ludicrous and downright absurd. A marriage is dissolved only “[b]y the death of one of the parties” or “[b]y a judgment of a court of competent jurisdiction decreeing a divorce of the parties.” N.D.C.C. §14-05-01. The definition of divorce is “[t]he legal ending of a marriage; specif., the legal dissolution of a marriage by a court.” Black’s Law Dictionary 603 (11th ed. 2019).

[¶24] Kristin alleges that her “claims for divorce against Jon are still pending, and the marriage is not terminated until she is granted a divorce on her own individual grounds.” Again, this claim is absolutely absurd. Kristin did not file a complaint, counterclaim, or cross claim; she filed an Answer in which she requested “the bonds of matrimony heretofore existing between herself and the Plaintiff be forever dissolved and that the parties be granted a full and absolute divorce from each other[.]” (R7). Further, in response to a question by her attorney whether irreconcilable differences had arisen that made continuation of the marriage intolerable, Kristin responded, “Yes.” (R384:172:14).

[¶25] This court has agreed the claim of only one party being granted a divorce is “nonsensical and frivolous.” Lessard v. Johnson, 2022 ND 32 at ¶ 10. The judgment also provides that Kristin shall take her former name as her legal name. The district court clearly intended for both parties to be divorced. N.D.C.C. § 14-05-02 gives the district court jurisdiction to modify the divorce decree at any time so as to permit one or both of the

parties to marry. Therefore, the court's failure to specifically grant either party the right to remarry was harmless error.

[¶26] The district court acted well within its authority to grant the parties a decree of divorce for irreconcilable differences.

III. The District Court was Not Clearly Erroneous in Its Property Distribution.

[¶27] When a divorce is granted, the district court is required to make an equitable distribution of the parties' property and debts. N.D.C.C. § 14-05-24(1). The court must start with the presumption that all property held by either party, jointly or individually, is considered marital property. Lee v. Lee, 2019 ND 142, ¶12, 927 N.W.2d 104. All property held by either party must be included in the marital estate. Lessard v. Johnson, 2019 ND 301, ¶ 21, 936 N.W.2d 528. The court must determine the value of the entire marital estate and then apply the Ruff-Fischer guidelines to make an equitable distribution. Allmon v. Allmon, 2017 ND 122, ¶7, 894 N.W.2d 869; Lessard, 2019 ND 301 at ¶21.

A. The District Court Used the Proper Valuation Date.

[¶28] The court did not err in finding the valuation date to be November 17, 2020, the date of the Complaint. (R1) The parties submitted a Joint 8.3 Listing which contained assets and debts valued for November 17, 2020. (R96). Kristin's counsel referenced November 17th as "valuation day" during his cross examination of Jon. (R384:114:1). Kristin did not object to this valuation date, nor did she proffer other dates or request them. Kristin has waived this argument.

[¶29] Regardless, at the time the parties' divorce was commenced, N.D.C.C. § 14-05-24(1) (2017), provided:

When a divorce is granted, the court shall make an equitable distribution of the property and debts of the parties. Except as may be required by federal law for specific property, and subject to the power of the court to determine

a date that is just and equitable, the valuation date for marital property is the date mutually agreed upon between the parties. If the parties do not mutually agree upon a valuation date, the valuation date for marital property is the date of service of a summons in an action for divorce or separation or the date on which the parties last separated, whichever occurs first.

[¶30] To the extent that N.D.C.C. § 14-05-24(1) was amended effective August 1, 2021, it is inapplicable to this case. At the time the case was filed, N.D.C.C. § 14-05-24(1) provided, in relevant part, “If the parties do not mutually agree upon a valuation date, the valuation date for marital property is the date of service of a summons in an action for divorce or separation or the date on which the parties last separated, whichever occurs first.”

[¶31] N.D.C.C. § 1-02-10 provides “No part of this code is retroactive unless it is expressly declared to be so.” The Legislature did not expressly state that the new iteration of N.D.C.C. 14-05-24(1) would be applied retroactively to pending cases. As such, the valuation date of the marital property and debt is the date the summons was served or the date of separation, whichever occurred first, or a date agreed to by the parties.

[¶32] Pursuant to North Dakota law the valuation date in this case would be the version of the statute as it existed at the time the case was commenced in November 2020.

[¶33] To the extent Kristin is requesting the court value assets post November 2020, the district court does not have discretion to include property acquired after separation in valuing the marital estate. Berdahl v. Berdahl, 2022 ND 136, ¶ 18. “Any assets accumulated post-separation would not be subject to distribution by the court. Id. (citing Wald v. Wald, 2020 ND 174, ¶ 16, 947 N.W.2d 359). In Wald, the district court properly determined that “property acquired after the valuation date would have been obtained with income earned after the valuation date or with proceeds from the sale of assets that were valued as of the valuation date.” Wald, 2020 ND 174, ¶ 16. Inclusion of

property accumulated after the valuation date would be an erroneous view of the law. Berdahl, 2022 ND 136, ¶ 18.

[¶34] The district court properly determined the parties' property valuation date.

B. The Court Properly Determined the Value of the Parties' Property.

[¶35] After determining the valuation date of the parties' property, the court would next determine the property values.

[¶36] Regarding the valuation of Kristin's law firm, the parties hired a joint appraiser for the law firm. Kristin did not bring forth any other expert testimony to refute the appraisal. "A choice between two permissible views of the evidence is not clearly erroneous if the [district] court's findings are based either on physical or documentary evidence, or inferences from other facts, or on credibility determinations." Lee v. Lee, 2019 ND 142, ¶ 6, 927 N.W.2d 104. Further, "[t]he value a district court places on marital property depends on the evidence presented by the parties." Id.

[¶37] Regarding crop values, there was extensive testimony on crop values including crop payments received in December which were accounted for on the parties' 8.3 Listing including two deposits on December 18, 2020. Regarding crops sold prior to the valuation date, this is without merit. Crops sold prior to the valuation date would be reflected in the bank balances, debt payments, and asset purchases. To include crops sold prior to valuation date would require the court to back off other counted assets or result in double counting assets. The court did not err in valuation of crops for the marital estate.

[¶38] Regarding farm assets and equipment, the court heard extensive testimony on the farm assets. Kristin, Jon, Jeff Buchholz and Josh Buchholz all testified to values and shares of ownership. "A choice between two permissible views of the evidence is not clearly erroneous if the [district] court's findings are based either on physical or

documentary evidence, or inferences from other facts, or on credibility determinations.” Lee v. Lee, 2019 ND 142, ¶ 6, 927 N.W.2d 104. Further, “[t]he value a district court places on marital property depends on the evidence presented by the parties.” Id. The court did not err in valuation of the farm assets and equipment.

[¶39] Regarding farm debts, Jon, Jeff and Josh all testified about farm inputs. Jon farms both separately and together with his father and brother. “A choice between two permissible views of the evidence is not clearly erroneous if the [district] court’s findings are based either on physical or documentary evidence, or inferences from other facts, or on credibility determinations.” Lee v. Lee, 2019 ND 142, ¶ 6, 927 N.W.2d 104. Further, “[t]he value a district court places on marital property depends on the evidence presented by the parties.” Id. There was no error.

[¶40] Regarding personal household goods, the court did not exclude the property, it found the value to be *de minimus* compared to the estate. The court awarded most of this property to Kristin. There was no error.

C. The Court Properly Applied the Ruff Fischer Guidelines to Distribute the Marital Estate.

[¶41] The court must determine the value of the entire marital estate and then apply the Ruff-Fischer guidelines to make an equitable distribution. The Ruff-Fischer guidelines include: The respective ages of the parties, their earning ability, the duration of the marriage and conduct of the parties during the marriage, their station in life, the circumstances and necessities of each, their health and physical condition, their financial circumstances as shown by the property owned at the time, its value at the time, its income-producing capacity, if any, whether accumulated before or after the marriage, and such other matters as may be material. Berdahl, at ¶ 7 (citations omitted).

[¶42] The court is not required to make specific findings for each factor, but it must specify a rationale for its decision. Lee, 2019 ND 142, ¶ 12. There is no “set formula or method for dividing marital property; rather, the division is based on the particular circumstances of each case.” Hoverson v. Hoverson, 2013 ND 48, ¶ 10, 828 N.W.2d 510.

[¶43] A “property distribution does not need to be equal to be equitable, but the court must explain a substantial disparity.” Wald v. Wald, 2020 ND 174, ¶ 19, 947 N.W.2d 359. “Equitable” means “fair to all concerned.” Anderson v. Anderson, 390 N.W.2d 554, 555 (N.D. 1986).

[¶44] *Age of the parties.* At the time of the divorce trial, Kristin was 36 years old, and Jon was 37 years old. The age of the parties is significant in this case. Both are young, healthy, and capable of supporting themselves and continuing to build their respective businesses without assistance from the other.

[¶45] *Duration of the marriage.* The parties were married on August 31, 2013. This divorce action was started in November 2020 after approximately seven (7) years of marriage. The parties were married for eight (8) years by the time judgment was entered.

[¶46] The length of the parties’ marriage is but one of the factors a court must consider when determining an equitable distribution of the marital estate under the *Ruff-Fischer* guidelines. Paulson v. Paulson, 2021 ND 32, ¶ 24, 955 N.W.2d 92. There is no bright line rule to distinguish between short and long-term marriages. *Id.* See Hitz v. Hitz, 2008 ND 58, ¶ 16, 746 N.W.2d 732 (stating not clear error to classify 10–year marriage as relatively short-term); Orgaard v. Orgaard, 1997 ND 34, ¶ 11, 559 N.W.2d 546 (sustaining finding that 11–year marriage is “relatively short-lived”); Ulsaker, 2006 ND 133, ¶ 14, 717 N.W.2d 567 (sustaining finding that 16–year marriage is long-term marriage); Hoverson,

2013 ND 48 at ¶ 11 (finding that a 6-year marriage was short-term); Schultz v. Schultz, 2018 ND 259, ¶ 26, 920 N.W.2d 483 (sustaining the finding that 7.5 years was a long-term marriage). Admittedly, the length of time that is considered long-term or short-term for a marriage is all over the board.

[¶47] Kristin invites this court to extend the length of the marriage from the date the parties first met on December 31, 2007 to August 2022. It is unclear why the court would consider the parties married through August of 2022. A court *may*, but is not required, to consider a period of cohabitation when calculating the length of a marriage. Paulson v. Paulson, 2021 ND 32, ¶ 25, 955 N.W.2d 92. Notably in Paulson, the court noted that appellant “provided no evidence of financial practices during the period of cohabitation, which may support a finding that cohabitation should be considered in calculating the length of the marriage.” Id.

[¶48] In this case the court addressed the parties’ time together during the marriage but still determined it to be a short-term marriage. (R385:434, 435). The court declined to stretch the length of the marriage back to the date the parties first met. Kristin was in law school in Ohio through May of 2010. The parties, throughout their relationship from dating through marriage, maintained separate finances, debts and businesses. This supports the court’s determination that the parties had a short-term marriage.

[¶49] *Conduct of the parties during the marriage.* The district court found both parties engaged in verbally abusive behavior and gambling, partying, and drinking—all of which contributed to the dissolution of the marriage by both parties. Further, that neither party engaged in conduct other than joint gambling that resulted in dissipation of assets. This is not clearly erroneous as the “evidence presented is such that the court could have

reasonably concluded both parties must share responsibility for the failure of the marriage.”
Berdahl, 2022 ND at ¶ 13.

[¶50] In as much as Kristin implies an issue with Jon’s counsel drafting the findings, the findings signed by the court were an accurate reflection of the court’s oral findings on the record. Nothing presented by Kristin demonstrates otherwise.

[¶51] *Station in Life and Circumstances and necessities of the parties.* The court did not err in its finding that the parties live a similar lifestyle, and they can each provide for themselves.

[¶52] To the extent that Kristin alleges an issue with her ability to practice law, she stipulated to an Order in Limine (R68:2) that was entered on October 30, 2021, prohibiting her “from introducing any evidence concerning any disciplinary complaints or related issues that may impact her ability to practice law or the value of her business.” (R68:2).

[¶53] Both parties have income sufficient to meet their current needs. There are no children of this marriage and neither party has any other dependents to support.

[¶54] *Financial Circumstances.* The court made specific findings that the parties income earning abilities were roughly the same. Kristin appears to take issue that Jon’s income was reduced by the actual expenses he incurs. She alleges that interest on land loans and rent paid to landlords, as well as his prepaid expenses for seed, chemical, and fertilizer can be “written off” so they must be added back into his income. This argument is nonsensical. Jon incurs actual expenses that must be paid through his business. It is

money out the door, regardless of Jon’s ability to use it as a tax deduction to reduce his income for tax purposes.¹

[¶55] *Source of the Property.* The court made an accurate timeline of findings on the acquisition of the parties’ property as well as Kristin’s significant student loan debt. Jon provided testimony that farm income was used to pay the land loans. Again, the parties did not commingle their finances or respective businesses, including the farmland. The court properly considered this factor.

[¶56] The court’s ultimate determination of a roughly 35/65 split of the marital estate of \$1,469,858 to Jon and \$791,576 to Kristin was not clearly erroneous based on the above factors. This is an equitable distribution of the marital estate.

IV. The Court Properly Exercised Its Authority in Its Orders to Strike.

[¶57] Kristin filed several post trial declarations in this matter. Her declarations did not accompany any motion or pleading and appeared to be attempts at submitting evidence post trial. The court had not granted leave for Kristin to submit post trial evidence.

[¶58] The court properly exercised its authority in striking these declarations from the record.

[¶59] Rule 12(f) of the North Dakota Rules of Civil Procedure provides:

(f) Motion to Strike. The court may strike from a pleading an insufficient defense or any redundant, immaterial, impertinent, or scandalous matter. The court may act:

(1) on its own; or

¹ For discussion on “write offs” see Schitt’s Creek, season two, episode six. <https://www.forbes.com/sites/davidrae/2018/05/08/up-schitts-creek-hilarious-lesson-on-tax-deductions/?sh=1aae876a4a73>

(2) on motion made by a party either before responding to the pleading or, if a response is not allowed, within 21 days after being served with the pleading.

[¶60] Kristin filed Declarations on February 11, 2022, February 25, 2022, March 1, 2022, March 14, 2022, April 5, 2022, along with numerous exhibits. (R236, 264, 273-279, 305-311, 313, 341-356, 357-362). The declarations and exhibits were outside the scope of the record and contained inappropriate and irrelevant material. They appeared to have no legitimate purpose.

[¶61] The Declarations are replete with information and statements which are wholly irrelevant to the parties' divorce matter. Further, Kristin attempts to bring to light information surrounding her mental health and her professional license, which was specifically prohibited by the court through an Order in Limine dated October 30, 2021. (R68:2).

[¶62] The court acted well within its authority to strike the declarations and exhibits of Kristin submitted post trial from the record.

V. The District Court Properly Denied Defendant's Motion to Amend Findings.

[¶63] North Dakota Rules of Civil Procedure 52(a)(1) provides, "the court must find the facts specially and state its conclusions of law separately. The findings and conclusions may be stated on the record after the close of the evidence or may appear in an opinion or a memorandum of decision filed by the court." N.D.R.Civ.P. 52(a)(1). "[T]he district court is required to make findings of fact and conclusions of law sufficient to enable this court to understand the factual determinations made by the district court and the basis for its conclusions of law and the judgment or order entered thereon." Clarke v. Taylor, 2019 ND 251, ¶ 8, 934 N.W.2d 414 (citations omitted). "The court's findings of fact and

conclusions of law should be stated with sufficient specificity to assist the appellate court's review and to afford a clear understanding of the district court's decision." Id.

[¶64] Kristin requested Amended Findings regarding the following: (1) Attorneys of Record, (2) The Grounds for Divorce, (3) The Valuation of the Marital Estate, (4) The Division of the Marital Estate, (5) The evaluation of the Ruff-Fischer factors, (6) The attorney fees and findings regarding the reasonableness of the fees, and (7) Any other relief the court deems appropriate.

[¶65] N.D.R.Civ.P. Rule 61 provides:

Unless justice requires otherwise, no error in admitting or excluding evidence, or any other error by the court or a party, is ground for granting a new trial, for setting aside a verdict, or for vacating, modifying, or otherwise disturbing a judgment or order. At every stage of the proceeding, the court must disregard all errors and defects that do not affect any party's substantial rights.

[¶66] "A finding of fact is clearly erroneous if it is induced by an erroneous view of the law, there is no evidence to support it, or we are convinced, based on the entire record, that a mistake has been made." Kienzle v. Selensky, 2007 ND 167, ¶14; 740 N.W.2d 393. A court abuses its discretion when it acts in an arbitrary, unreasonable, or unconscionable manner, its decision is not the product of a rational mental process leading to a reasoned decision, or it misinterprets or misapplies the law. Kramer v. Kramer, 2006 ND 64, ¶20; 711 N.W.2d 164.

[¶67] "A trial court abuses its discretion when it acts in an arbitrary, unreasonable, or unconscionable manner." Fahlsing v. Teters, 552 N.W.2d 87, 90 (ND 1996). The Findings entered were an accurate reflection of the district court's oral findings on the record. The court did not abuse its discretion in denying the Motion to Amend Findings.

CONCLUSION

[¶68] Jon respectfully requests this court affirm the district court's decision and deny Kristin her requested relief

[¶69] Dated: July 13, 2022.

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CERTIFICATE OF COMPLIANCE

[¶70] The undersigned, as attorney for the Plaintiff-Appellee in the above matter, hereby certifies this brief complies with Rule 32(a)(8)(A) of the North Dakota Rules of Appellate Procedure as it contains 21 pages.

Dated: July 13, 2022.

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IN THE SUPREME COURT OF NORTH DAKOTA

<p>Jonathan Lee Buchholz, Plaintiff and Appellee, v. Kristin Angela Overboe, Defendant and Appellant.</p>	<p style="text-align: center;">Supreme Ct. No. 20220113</p> <p style="text-align: center;">Dist. Ct. No. 02-2020-DM-00102</p> <p style="text-align: center;">DECLARATION OF SERVICE</p>
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[1] The undersigned, being of legal age, being first duly sworn deposes and says that she served true copies of the following documents:

Appellee's Brief
Motion for Attorney's Fees

And that said copies were served upon:

Kristin Overboe, Appellant, kristin@overboelaw.com

by electronically filing said documents through the court's electronic filing system.

Dated: July 13, 2022.

/s/ Nicole R. Engelman
Nicole R. Engelman