

STATE OF MINNESOTA
COUNTY OF STEELE

DISTRICT COURT
CIVIL DIVISION
THIRD JUDICIAL DISTRICT
Case Type: Family
Court File No.: 74-FA-25-1975

In re the Custody of the Children of:

Courtnee Lynn Nelson,
Petitioner,

v.

Joshua James Horejsi,
Respondent.

**ORDER ON PETITIONER'S
MOTIONS AND RESPONDENTS
MOTIONS**

This matter came before the Honorable Joseph A. Buelteel for a motion hearing on May 18, 2026, at the Steele County Courthouse in Owatonna, Minnesota. The Plaintiff was present by and through their attorney Elizabeth Weinandt. The Respondent was represented by Attorney Timothy Woessner. Parties were present remotely via the Zoom platform. Based upon the evidence presented, the arguments of counsel, and all the files and records of the proceedings contained herein, the Court, being fully advised, makes the following:

ORDER

PETITIONER'S MOTIONS

1. Petitioner's motion to issue Findings of Fact, Conclusions of Law, Order for Judgment and Judgment based on the parties' Binding Mediated Agreement, dated December 15, 2025, as follows:
 - a. Granting joint legal custody of the joint minor children to the parties is GRANTED;
 - b. Granting joint physical custody of the joint minor children to the parties is GRANTED;
 - c. Ordering regular parenting time, vacation parenting time, and holiday

parenting time is GRANTED;

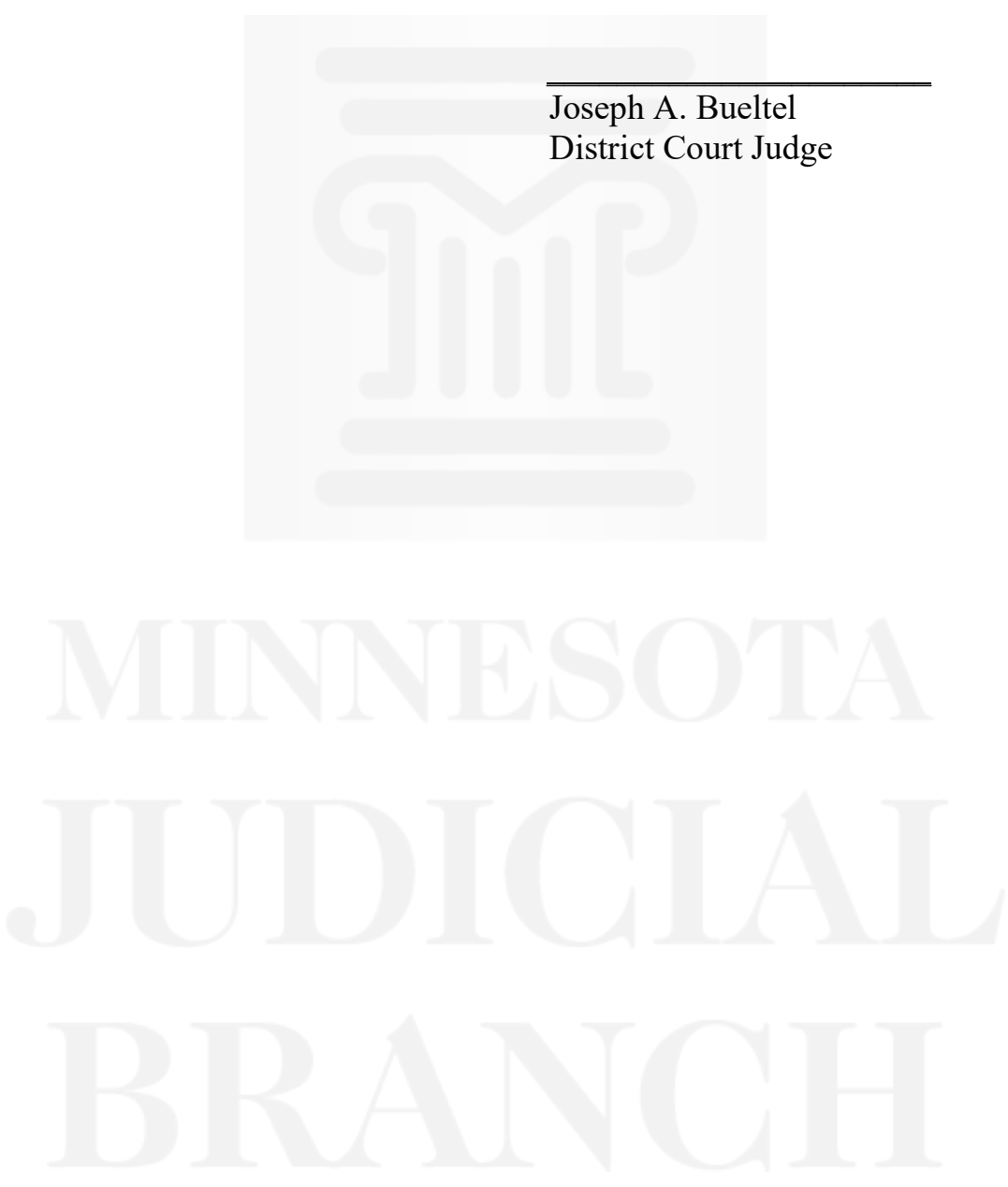
2. Petitioner's motion to award Petitioner her attorney's fees and costs related to the enforcement of the Binding Mediated Agreement and this motion is DENIED; and
3. Petitioner's motion for such other and further relief as the Court deems just, fair, and equitable is DENIED.

RESPONDENTS MOTIONS

1. Respondent's motion to deny Petitioner's request to enforce the agreement discussed at the early neutral evaluation is DENIED.
2. Respondent's motion to award Respondent temporary and permanent physical and legal custody is DENIED.
3. Respondent's motion to limit Petitioner's parenting time with the minor children is DENIED.
4. Respondent's motion to extend the discovery deadline to allow Respondent additional time to obtain all records relating to criminal investigation relating to Petitioner and Petitioner's daughter and the child protection investigation relating to Petitioner is DENIED.
5. Respondent's motion to continue the trial scheduled for June 26, 2026, is DENIED.
6. Respondent's motion for such other relief as the Court deems fair and reasonable is DENIED.
7. The court will sign after this order most of the proposed Findings of Facts, Conclusions of Law, Order for Judgment and Judgment submitted to the court after the hearing. The main modification was denying requests for attorney's fees. Both parties shall pay for their own attorney's fees.
8. All other requests are DENIED.

9. The attached Memorandum of Law is incorporated herein.

BY THE COURT



Joseph A. Bueltel
District Court Judge

MEMORANDUM OF LAW

1. Petitioner is the biological mother in this proceeding. The true and correct name, address, and date of birth of the Petitioner is:

Courtnee Lynn Nelson
1275 Havana Road
Owatonna, MN 55060
DOB: 09/15/1986
SSN: See Confidential Information Form 11.1

2. Respondent is the biological father in this proceeding. The true and correct name, address, and date of birth of the Respondent is:

Joshua James Horejsi
13464 750th Street
Blooming Prairie, MN 55917
DOB: 02/09/1984
SSN: See Confidential Information Form 11.1

3. The Petitioner is represented by Elizabeth L. Weinandt, Kohlmeyer Hagen Law Office, Chtd, 3 Civic Center Plaza, Suite 400, Mankato, MN 56001. The Respondent is represented by counsel, Timothy A. Woessner of Weber, Leth & Woessner, PLC, 38 West Main Street, PO Box 130, Dodge Center, Minnesota 55927.

4. The parties have never been married. They were in a significant romantic relationship which ended on October 3, 2021.

5. The parties are the parents of the following joint minor children:

Devon James Horejsi, born 10/18/2010, 15 years of age;
Taylor Shane Horejsi, born 08/06/2013, 12 years of age;
Michael Isaiah Horejsi, born 07/07/2015, 10 years of age; and
Zachary Elijah Horejsi, born 12/15/2016, 9 years of age.

6. The parties have both signed a Recognition of Parentage which was filed with the Minnesota Department of Vital Statistics for the minor

children and was included by Petitioner in her Petition. Paternity is not disputed.

7. Minnesota is the proper jurisdiction within the contemplation of the Uniform Child Custody Jurisdiction and Enforcement Act to enter an Order regarding the custody, care, and control of the minor children.

SENE

8. The parties and their respective attorneys participated in Social Early Neutral Evaluation (SENE) facilitated by Gena Braaten and Jeff Johnson on December 15, 2025. An agreement was reached on all matters related to custody and parenting time. The parties signed a Binding Mediated Settlement Agreement (“Agreement”) on that day. Petitioner submitted the Agreement to the Court as part of her motion documents.¹
9. A clerical error affecting the parenting time schedule was identified on December 16th. Ms. Braaten confirmed that the parenting time schedule in the Agreement contained a typographical error. The SENE stated “Josh will have parenting time from Thursday after school until Wednesday after school (or 3:00 p.m. if there is no school) and Courtnee will have parenting time from Thursday at 3:00 p.m. until Wednesday at 3:00 p.m.,” when it should have stated that Courtnee will have parenting time from Wednesday until Thursday, so that Mr. Horejsi has the children for the 6 days he is off work and Courtnee has them for the other 8 days. The parties have been following the correct parenting time schedule from December 16th to the present.
10. The parties’ Agreement memorialized their belief that the best interests and welfare of their children will be met by an award of joint legal and joint

¹ See 74-FA-25-1975, “Other Document – Exhibit 01 of Petitioner’s Affidavit,” MNCIS Index #30.

physical custody subject to a parenting time schedule that is more fully described in the Conclusions of Law.

11. The parties agreed that sharing parenting time of their children is in the children's best interests and a more detailed parenting time schedule is detailed in the Findings of Facts, Conclusions of Law, Order for Judgment and Judgment that the court intends to sign after this order.
12. After the signing of the SENE, one of the minor children disclosed allegations of sexual abuse involving Petitioner's now-adult daughter. When Respondent learned of these accusations, he accused Petitioner of failing to disclose this information during the SENE process.
13. In light of the allegations, Respondent attempted to back out of the mediated agreement, refused to sign the stipulation to adopt the SENE, and motioned the court for sole legal and physical custody of the children, asserting the children are endangered in Petitioner's care.

CONCLUSIONS OF LAW

1. Enforcement of a Signed Mediated Agreement

In dissolution cases, courts prefer stipulations "as a means of simplifying and expediting litigation, and to bring resolution to what frequently has become an acrimonious relationship between the parties." *Shirk v. Shirk*, 561 N.W.2d 519, 521 (Minn. 1997).

"[A] compromise and settlement of a lawsuit is contractual in nature and [an] enforceable settlement requires offer and acceptance so as to constitute a meeting of minds on the essential terms of the agreement." *Ryan v. Ryan*, 193 N.W.2d 295, 297 (Minn. 1971). The party "seeking to have a compromise settlement defeated must bear the burden of proof of demonstrating the agreement's vulnerability." *Id.* Where "no fraud or bad faith has been established," it is an "abuse of discretion" for the court to vacate a settlement contract. *Id.*

A party that enters into a valid stipulation may not repudiate or withdraw from the agreement “without the consent of the other [party], except by leave of the court for cause shown.” *Shirk*, 561 N.W.2d at 521 (quoting *Gran v. City of St. Paul*, 143 N.W.2d 246, 249 (Minn. 1966)). Generally, a stipulation of the parties represents their voluntary acquiescence in an equitable settlement, and the district court should “carefully and only reluctantly” alter its terms. *O'Donnell v. O'Donnell*, 678 N.W.2d 471, 475 (Minn. Ct. App. 2004). A stipulation may be vacated, however, if it “was improvidently made and in equity and in good conscience ought not to stand.” *John v. John*, 322 N.W.2d 347, 348 (Minn. 1982) (quoting *Levine v. Holdahl-Colstad, Inc.* 88 N.W.2d 865, 868 (Minn. 1958)).

In this case, on December 15, 2025, parties reached an agreement on all matters related to custody and parenting time and signed the agreement. The negotiation was facilitated by mediators and both parties were represented by counsel. There was a meeting of the minds on all essential terms. The signed agreement is a valid contract. No good cause was shown to repudiate or invalidate the SENE.

Respondent seeks to repudiate or withdraw from the agreement and Petitioner seeks to enforce the agreement. As the party wishing to withdraw, Respondent bears the burden of proving a vulnerability in the contractual terms or bargaining process that would void the contract or give the court good cause to vacate the agreement.

Respondent alleged a change in circumstances since December 15, 2025. Respondent insinuates that at the SENE, Petitioner withheld information about the sexual assault allegations against her daughter.²

² 74-FA-25-1975, Affidavit of Respondent, May 4, 2026, MNCIS Index #36.

Respondent states he only signed the agreement at the early neutral evaluation because he “was obviously not aware of what Courtnee’s daughter[] had done” to his son.³

a. Fraudulent or Material Misrepresentation

“A contract is voidable if a party's assent is induced by either a fraudulent or a material misrepresentation by the other party, and is an assertion on which the recipient is justified in relying.” *Carpenter v. Vreeman*, 409 N.W.2d 258, 260–61 (Minn. Ct. App. 1987), citing Restatement (Second) of Contracts § 164(1). “In order that a misrepresentation be fraudulent within the meaning of this Section, it must not only be consciously false but must also be intended to mislead another.” Restatement (Second) of Contracts § 164(1), comment (a). “[A] non-fraudulent misrepresentation will not entitle [a party] to relief unless it is material.” *Id.*, comment (c). A misrepresentation is material if it “would be likely to induce a reasonable person to manifest his assent” or if the maker knows or has reason to know it will induce assent in a particular individual. *Id.*

Here, Respondent does not have proof that Petitioner made any fraudulent or material misrepresentation. Petitioner credibly stated in her affidavit⁴ that she reported the allegations as soon as she heard of them, which was not until a week after the SENE took place (December 23, 2025). Respondent has no offering of proof except for “reservations” that she may have known in advance of the SENE, and a claim that Petitioner did not tell him of the accusations until December 31st despite a report being made to investigators on December 23rd. The report only proves that she was aware

³ 74-FA-25-1975, Affidavit of Respondent, May 11, 2026, MNCIS Index #56.

⁴ 74-FA-25-1975, “Affidavit of Petitioner,” May 11, 2026, MNCIS Index #40, ¶8, 9.

of the fact on December 23rd, after the signing of the SENE. Petitioner could not have knowingly or intentionally made a misrepresentation of a fact to induce Respondent's assent to the contract if she was not aware of the fact herself when the contract was signed.

Petitioner did not make a fraudulent or material misrepresentation to induce Respondent's assent to the contract.

b. Mutual Mistake of Fact

"Where a mistake of both parties at the time a contract was made as to a basic assumption on which the contract was made has a material effect on the agreed exchange of performances, the contract is voidable by the adversely affected party unless he bars the risk of mistake[.]" Restatement (Second) of Contracts § 152(1). "Relief is only appropriate in situations where a mistake of both parties has such a material effect on the agreed exchange of performances as to upset the very basis for the contract." *Id.*, comment (a).

The Restatement continues:

A party cannot avoid a contract merely because both parties were mistaken as to a basic assumption on which it was made. He must, in addition, show that the mistake has a material effect on the agreed exchange of performances. **It is not enough for him to prove that he would not have made the contract had it not been for the mistake.** He must show that the resulting imbalance in the agreed exchange is so severe that he can not fairly be required to carry it out. Ordinarily he will be able to do this by showing that the exchange is not only less desirable to him but is also more advantageous to the other party. Sometimes this is so because the adversely affected party will give, and the other party will receive, something more than they supposed. Sometimes it is so because the other party will give, and the adversely affected party will receive, something less than they supposed. In such cases the materiality of the effect on the agreed exchange will be determined by the overall impact on both parties.

Restatement (Second) of Contracts § 152(1), comment (c).

Here, Respondent has made it very clear he would not have signed the agreement if he had known about the sexual abuse allegations against Petitioner's daughter regarding their son. Both parties can probably agree that when they were making the agreement, they assumed that none of their children had been sexually abused at home, and that assumption was so basic that it went without saying. After the allegations were made, both parties have shown support for their son and taken the accusations seriously, so both parties can probably also agree they were mutually mistaken about that factual assumption at the time of the contract. However, on its own, the existence of a mutual mistake is not enough to void a contract. Respondent has not introduced any proof that the accusations materially affect custody or parenting time, at present or into the future.

As Petitioner pointed out in her affidavit, a majority of Respondent's statements in his affidavits to support his motions refer to events in the past that were known at the time of the SENE. This includes disputes about medication, doctors, therapists, etc., and a previously un-disclosed event in November or December of 2022 regarding a man Petitioner thought may be stalking her, which Respondent used as an example of why Petitioner "does not have the capacity to make appropriate decisions regarding the safety of the kids."⁵ All of these facts were known to Respondent at the time of the SENE. None of these previously known facts are relevant to an analysis of the enforceability of the agreement and none of them show a change materially affecting the agreement. Respondent elected to sign an agreement with Petitioner awarding joint legal and joint physical custody in spite of

⁵ 74-FA-25-1975, "Affidavit of Petitioner," May 11, 2026, MNCIS Index #40, ¶6.

knowing these facts; buyer's remorse is not an appropriate grounds to modify or void the contract.

The only facts that were not known at the SENE involve the parties' minor child's accusations of sexual abuse. The minor child's accusations are against Petitioner's daughter, who is not a party to the contract. The accusations refer to events that happened in 2018-2020, over six years ago. Petitioner's daughter is now an adult and no longer lives in Petitioner's home.

Though Respondent's affidavit refers to accusations against both Petitioner and her daughter, in fact, the accusations do not involve Petitioner and were made only against her daughter. Respondent attempted to use the minor child's allegations to cast Petitioner in a bad light for allowing such a thing in her household, but the abuse was alleged to have taken place prior to 2021, while Respondent was still living in the same household. Respondent alleged the minor child disclosed the abuse to Petitioner once before and was dismissed, but this allegation is based on privileged information from a therapy session or hearsay not within any exception, and the court does not find it convincing.

There is no present danger to the children in Petitioner's household. The alleged events occurred six years ago and involve someone who no longer lives in the household and no longer has contact with the children. Petitioner responded appropriately when the allegations were made and immediately contacted CPS on her own initiative. Petitioner cooperated with CPS's investigation. Charges were filed against the daughter, but no charges or CPS cases were filed against Petitioner.

It should also be noted that it is a good sign that the minor child felt comfortable enough with Petitioner to disclose the allegations to her. Respondent's statements about the minor children stating they wish they

could live with Respondent, that Petitioner has never shown them love, etc., are hearsay not within any exception and the court does not find them convincing. The minor child's actions speak louder than words.

Respondent did not meet his burden to show the accusations result in "a material effect on the agreed exchange of performances" to render the contract voidable. While the accusations are serious, the accusations do not involve a party to the contract, the accused party no longer lives with Petitioner and has no contact with the children, and the alleged events occurred six years ago, so they do not have any effect on the agreement or future performance of the contract. Respondent has not shown that the contract is more advantageous to Petitioner than it was before. Respondent has not shown that either party to the contract will give or receive more or less than they agreed to give when signing the contract. Respondent has not shown a resulting imbalance of terms such that he cannot fairly be required to follow the SENE agreement. As such, Respondent's motions are denied.

2. Attorney's Fees.

The Court may award conduct-based attorney's fees "against a party who unreasonably contributes to the length or expense of the proceeding." Minn. Stat. § 518.14 subd. 1.

While Respondent's refusal to sign the stipulation adopting the SENE agreement has delayed proceedings and led to increased legal costs to Petitioner, in light of the serious allegations made by the minor child, the court finds Respondent's motions were not brought in bad faith. Though ultimately unsuccessful, the motions appear to have been motivated by Respondent's good-faith desire to protect his son. As such, they did not *unreasonably* increase the length or expense of the proceeding, and attorney's fees will not be rewarded.

Bueltel, J.