

DOUGLAS C. HISERODT

v.

ZANDRIA L. HISERODT

Submitted on Briefs January 23, 2020  
Decided January 30, 2020

Panel: ALEXANDER, MEAD, GORMAN, JABAR, and HUMPHREY, JJ.

#### MEMORANDUM OF DECISION

Douglas C. Hiserodt appeals from a divorce judgment entered by the District Court (West Bath, *Raimondi, J.*), dividing marital property and awarding spousal support to Zandria L. Hiserodt. Although Douglas argues that the court erred by admitting alleged hearsay evidence at the divorce hearing, he failed to provide a transcript of the hearing for our review.<sup>1</sup> *See* M.R. App. 5(a), (b), (b)(2); *Kilton v. Kilton*, 2016 ME 63, ¶ 5, 137 A.3d 1026 (the appellant “is responsible for providing us with an adequate record—including any transcript of the proceedings or an adequate substitute statement of the evidence—that is sufficient to permit fair consideration of the issues on appeal”). Because Douglas did not provide us with an adequate record to review, “we will assume that the transcript would support the trial court's findings of fact and its rulings on evidence and procedure.” *Greaton v. Greaton*, 2012 ME 17, ¶ 2, 36 A.3d 913; *see Springer v. Springer*, 2009 ME 118, ¶ 8 & n.4, 984 A.2d 828.

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<sup>1</sup> Additionally, Douglas did not include copies of the parties’ financial statements in the appendix, as is mandatory when property distribution in a domestic relations matter is at issue on appeal. *See* M.R. App. P. 8(e)(6).

Further, although we agree with Douglas's contention that the court erred by taking judicial notice of a previously set aside mediated divorce agreement, the error was harmless. *See* M.R. Evid. 408(b); M.R. Civ. P. 61. Based upon the limited record provided to us, we discern no prejudice to Douglas because the court relied on the mediated agreement in the divorce judgment only as an indication of which party was in possession of certain personal property and because the court's findings and conclusions were clearly based on evidence that was both independent of and contrary to the contents of the mediated agreement. *See Groaton*, 2012 ME 17, ¶ 7, 36 A.3d 913.

The entry is:

Judgment affirmed.

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Sheila R. McLaughlin, Esq., Brunswick, for appellant Douglas C. Hiserodt

Jennifer A. Davis, Esq., Law Office of Jennifer A. Davis, Topsham, for appellee  
Zandria L. Hiserodt