

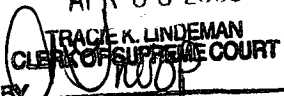
IN THE SUPREME COURT OF THE STATE OF NEVADA

MICHELE DEFAZIO,
Appellant,
vs.
CHARLES ISRAEL ROBINS,
Respondent.

No. 50451

FILED

ORDER OF AFFIRMANCE

APR 08 2009
TRACEE K. LINDEMAN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

This is a proper person appeal from a district court divorce decree. Eighth Judicial District Court, Family Court Division, Clark County; Cynthia Dianne Steel, Judge.

Before the parties were married, they executed a premarital agreement that provided, in part, that the parties' real and personal property acquired before and during the marriage was each party's separate property. After approximately two-and-one-half years of marriage, respondent filed in the district court a complaint for divorce. Appellant answered the complaint and filed a counterclaim for spousal support, health insurance coverage, and distribution of community property. Respondent replied to the counterclaim. In her district court pleadings, appellant claimed that the premarital agreement was invalid because respondent verbally agreed to "take care" of appellant and allegedly respondent would not marry appellant until she signed the agreement. Following a hearing, the district court entered a divorce decree enforcing the terms of the premarital agreement and awarded appellant spousal support for one year. This appeal followed.

On appeal, appellant appears to request that this court declare a "mistrial," because of the district court's alleged improper

rulings,¹ and overturn the district court's decision regarding spousal support and the premarital agreement.

Spousal support

Appellant asserts that the district court abused its discretion when it failed to award her lifetime spousal support, as appellant's disability and health worsened during the marriage and after. The district court has wide discretion in determining whether to grant spousal support. Fick v. Fick, 109 Nev. 458, 464, 851 P.2d 445, 450 (1993). This court will not disturb the district court's spousal support decision absent an abuse of discretion. Daniel v. Baker, 106 Nev. 412, 414, 794 P.2d 345, 346 (1990). Having reviewed the parties' appellate arguments and the district court record in light of these principles, we conclude that the district court did not abuse its discretion. In particular, the district court record establishes that the parties had a short marriage and, that despite appellant's medical condition, she did not demonstrate that she is unable to work as a result of her health condition. Further, appellant insists that her health condition was caused or worsened by respondent, but this assertion is not supported by the record. Accordingly, we conclude that the district court did not abuse its discretion in awarding spousal support to appellant for one year.

¹We note that even though appellant was provided a copy of a proper person transcript request form, see ADKT No. 385, Exhibit C (Civil Proper Person Transcript Request Form, June 10, 2005), she chose not to file a transcript request. Having reviewed the district court record, however, we conclude that a review of any transcripts was not necessary for our disposition of this appeal.

Premarital agreement

Appellant also argues that the premarital agreement is invalid because it was compromised and broken when the parties' assets and liabilities were commingled. Further, appellant claims that she was forced to sign the premarital agreement.

We review, de novo, a premarital agreement's validity. Fick, 109 Nev. at 463, 851 P.2d at 449. To be valid, a premarital agreement must be in writing and signed by both parties. NRS 123A.040. A premarital agreement is presumed to be unenforceable if it is unconscionable when executed, involuntarily signed, or the parties failed to fully disclose their assets and obligations before executing the agreement. NRS 123A.080. These presumptions may be overcome by showing, among other things, that the disadvantaged party "was not coerced into making a rash decision by the circumstances under which the agreement was signed." Sogg v. Nevada State Bank, 108 Nev. 308, 312, 832 P.2d 781, 784 (1992). Here, according to appellant, in January 2004, the parties decided to get married, and subsequently, purchased a "prepackage pre-nup kit." The record shows that in the month before the wedding, appellant spent hours typing the agreement. The premarital agreement was executed by the parties on March 26, 2004; the parties married in May 2004. Having reviewed the parties' appellate arguments and the district court record, we conclude that the premarital agreement is valid, and therefore, the district court did not err in enforcing its terms.

Because we have determined that the district court did not abuse its discretion in awarding spousal support or err in enforcing the premarital agreement, we

ORDER the judgment of the district court AFFIRMED.²

Cherry, J.
Cherry

Saitta, J.
Saitta

Gibbons, J.
Gibbons

cc: Hon. Cynthia Dianne Steel, District Judge, Family Court Division
Michele DeFazio
Bolick & Boyer
Eighth District Court Clerk

²Having considered appellant's remaining arguments, we conclude that they lack merit and do not warrant reversal of the district court's judgment.