

IN THE SUPREME COURT OF THE STATE OF NEVADA

DELPHINA D. LOPER,
Appellant,
vs.
CURTIS R. LOPER,
Respondent.

No. 52706

FILED

JUL 20 2010

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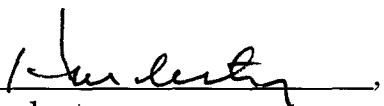
ORDER OF AFFIRMANCE

This is an appeal from a district court divorce decree. Third Judicial District Court, Churchill County; David A. Huff, Judge.


Appellant challenges the district court's finding that the parties' premarital agreement was valid and the divorce decree, which, in accordance with the agreement's terms, divides assets and awards no spousal support. Having reviewed the record de novo and considered the briefs, we conclude that the district court properly determined that the premarital agreement was valid, based on its findings that the agreement was not the result of duress or coercion and that appellant was represented by counsel who was involved in meaningful and material ways in negotiating the agreement. See NRS 123A.080 (listing factors that must be proven when challenging a premarital agreement's enforceability); Fick v. Fick, 109 Nev. 458, 463, 851 P.2d 445, 449 (1993) (pointing out that a premarital agreement is enforceable if it conforms with the NRS Chapter 123A's requirements); Kantor v. Kantor, 116 Nev. 886, 894, 8 P.3d 825, 830 (2000) (recognizing that under NRS 123A.080, the party challenging a premarital agreement has the burden of proving its invalidity). Further, appellant has waived any appellate challenge to the agreement's terms by stipulating in open court to a property and debt

distribution and agreeing to relinquish any claim to spousal support beyond the temporary four-month award, as set forth in the premarital agreement. We thus do not consider the merits of appellant's arguments regarding property distribution and spousal support. See Wolff v. Wolff, 112 Nev. 1355, 1363-64, 929 P.2d 916, 921 (1996) (recognizing that arguments not presented to the district court are considered waived on appeal (citing Old Aztec Mine, Inc. v. Brown, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981))); see also Mack v. Estate of Mack, 125 Nev. ___, ___, 206 P.3d 98, 109 (2009) (enforcing a settlement agreement when a party acquiesced to the agreement's terms in open court); Lehrer McGovern Bovis v. Bullock Insulation, 124 Nev. 1102, ___, 197 P.3d 1032, 1043 (2008) (upholding a district court order entered pursuant to the parties' stipulations, when the parties assented to the stipulations' terms by not objecting to the district court's decision and judgment). Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, J.
Hardesty


_____, J.
Douglas


_____, J.
Pickering

cc: Hon. David A. Huff, District Judge
Carolyn Worrell, Settlement Judge
Allen D. Gibson
Steve E. Evenson
Churchill County Clerk