

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

ADIL SLASSI,
Appellant,
vs.
ALISA LEAVITT,
Respondent.

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Appellant,
vs.
ALISA LEAVITT,
Respondent.

No. 74209-COA **FILED**

APR 24 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT

No. 75119-COA *S. Young*
DEPUTY CLERK

ORDER OF AFFIRMANCE

In these consolidated appeals, Adil Slassi appeals the district court's decree of divorce and order awarding attorney fees. Eighth Judicial District Court, Family Court Division, Clark County; Linda Marquis, Judge.

Slassi and respondent Alisa Leavitt were married in 2003 and separated in 2009.¹ At the time of the separation, the parties divided their property and Slassi removed his name from their joint bank accounts, leaving only Leavitt's name on the accounts and relinquishing any further interest in those accounts. Leavitt remained on Slassi's employer health insurance plan during their separation, however, because of her disability and associated medical costs.

In 2016, Slassi abruptly quit his job at Caesars Palace Las Vegas Hotel and Casino. Leavitt then filed for divorce so that she could be eligible for full COBRA insurance benefits. Slassi remained unemployed for

¹We do not recount the facts except as necessary to our disposition.

eight months before accepting a job paying roughly \$30,000 per year less than his previous salary at Caesars.

Before the trial, Leavitt moved for temporary orders, requesting in part that Slassi be ordered to pay the cost of her COBRA insurance during the pendency of the divorce case. The district court ordered Slassi to pay Leavitt \$280 per month, which was half of the monthly COBRA payments, beginning in February 2017. Slassi did not make any payments pursuant to the district court's order.

The district court found at trial (1) that the bank accounts in Leavitt's name were her separate property and awarded those to her, (2) that the bank account and 401(k) retirement account in Slassi's name were community property and divided those accounts equally, (3) ordered each party solely responsible for post-separation debts incurred in their own names, specifically their credit cards, and the debt owed on the respective vehicles awarded to them in the decree, (4) awarded Leavitt alimony in the amount of \$1,450 per month for seven years, and (5) ordered COBRA payments that were in arrears totaling \$1,680. By separate order, the district court awarded attorney fees of \$10,153 to Leavitt.

On appeal, Slassi argues that the district court abused its discretion by (1) making an unequal disposition of community property and community debt, (2) awarding alimony to Leavitt, (3) ordering COBRA arrears payments, and (4) awarding attorney fees to Leavitt. We disagree.

"This court reviews a district court's decisions made in a divorce decree for an abuse of discretion." *Devries v. Gallio*, 128 Nev. 706, 709, 290 P.3d 260, 263 (2012). "Those decisions supported by substantial evidence will be affirmed." *Id.* "Substantial evidence is that which a sensible person may accept as adequate to sustain a judgment." *Williams v. Williams*, 120

Nev. 559, 566, 97 P.3d 1124, 1129 (2004). Additionally, uncontroverted testimony is substantial evidence to uphold a district court's decision. See *Back Sts., Inc. v. Campbell*, 95 Nev. 651, 653, 601 P.2d 54, 55 (1979) (finding that uncontroverted testimony was sufficient evidence to establish the existence of a contract and opposing party's breach).

Community property and community debt

Slassi makes several arguments on appeal regarding the disposition of the community property and the community debt. The arguments are all based on the premise that the district court abused its discretion in determining that (1) Leavitt's bank accounts were her separate property, and (2) Slassi's debts on his credit cards and vehicle should be assigned solely to him.

"All property of a spouse owned by him or her before marriage, and that is acquired by him or her afterwards by gift, bequest, devise, descent or by an award for personal injury damages, with the rents, issues and profits thereof, is his or her separate property." NRS 123.130. Importantly, "[i]n granting a divorce, the court . . . may make an unequal disposition of the community property . . . as it deems just if the court finds a compelling reason to do so and sets forth in writing the reasons for making the unequal disposition." NRS 125.150(1)(b) (July 2017). Lastly, disability income is generally treated as separate property and is not divided as community property. See generally *Powers v. Powers*, 105 Nev. 514, 516, 779 P.2d 91, 92-93 (1989) (noting that "[c]ommunity property jurisdictions have generally determined that disability retirement benefits may contain two components," and the "retirement component . . . is subject to distribution upon divorce."); see also 42 U.S.C. § 407(a) (stating that no benefit payments are "subject to execution, levy, attachment, garnishment, or other legal process").

Leavitt presented uncontroverted testimony that the funds in her bank accounts were from separate property sources according to NRS 123.130 and *Powers*.² Equal division of Slassi's credit card debt was impractical because the amount of debt was unclear in Slassi's financial disclosure form and testimony at trial. See NRS 125.150(1)(b) ("In granting a divorce, the court [s]hall, to the extent practicable, make an equal disposition of the community property of the parties . . .") (emphasis added). Further, Slassi asked at trial that the credit card debt in his name be awarded to him, thereby waiving this issue on appeal. See *Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged in the trial court, unless it goes to the jurisdiction of that court, is deemed to have been waived and will not be considered on appeal."). Lastly, the district court found an \$800 difference in equity between the parties' respective vehicles in Slassi's favor, and thus divided the debt on the vehicles equally by ordering Slassi to pay for the preparation of the qualified domestic relations order (QDRO) to divide his 401(k).

Based on the evidence presented at the trial and the district court's findings, we conclude that the district court did not abuse its discretion in finding Leavitt's bank accounts were her separate property, assigning each party's credit card debts as their separate debts, and

²Regarding Leavitt's SSDI benefits, Slassi provides no authority that SSDI benefits are community property and our research has revealed none. Therefore, we will not address this issue. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (noting that this court need not consider issues that are not supported by relevant authority).

awarding their respective cars as separate property with Slassi ordered to pay for the QDRO to account for the difference in the value of the vehicles, and therefore, it did not make an unequal distribution of the community property and debt.³

Alimony

Slassi contends that the district court abused its discretion in awarding alimony to Leavitt because (1) the district court's finding of willful underemployment was not supported by evidence, and (2) the district court's findings of the health and working ability of each party were based on unsupported testimony.

"The district court has wide discretion in determining whether to grant spousal support, and this court will not disturb the district court's award of alimony absent an abuse of discretion." *Devries*, 128 Nev. at 711-12, 290 P.3d at 264. "In granting a divorce, the court . . . [m]ay award such alimony to either spouse, in a specified principal sum or as specified periodic payments, as appears just and equitable." NRS 125.150(1)(a). There are two principal reasons for awarding alimony: (1) "to narrow any large gaps between the post-divorce earning capacities of the parties . . . and [(2)] to allow the recipient spouse to live 'as nearly as fairly possible to the station in life [] enjoyed before the divorce.'" *Shydler v. Shydler*, 114 Nev. 192, 198,

³Alternatively, even if the court did abuse its discretion in designating Leavitt's bank accounts as separate property and assigning the parties' debts as their separate debts, NRS 125.150(1)(b) gives the district court discretion to make an unequal disposition of community property for compelling reasons, which the court impliedly made when considering its order in totality. Thus, we conclude that even if the district court abused its discretion in determining the character of Leavitt's bank accounts and the debts of each party, it did not abuse its discretion in making the disposition of the community property and debt as it did.

954 P.2d 37, 40 (1998) (alteration in original) (quoting *Sprenger v. Sprenger*, 110 Nev. 855, 860, 878 P.2d 284, 287 (1994)). Lastly, NRS 125.150(9) states that “[i]n addition to any other factors the court considers relevant in determining whether to award alimony and the amount of such an award, the court shall consider” the factors contained in NRS 125.150(9)(a)-(k).

Here, the district court awarded Leavitt alimony of \$1,450 per month for seven years after finding sufficient justification under the statutory factors. The record reveals that the trial focused on the division of property between the parties as well as the ability of each party to support himself or herself. The district court made detailed findings on each of the applicable statutory factors enumerated in NRS 125.150(9), and substantial evidence supports the district court’s findings. Additionally, the district court’s finding of willful underemployment was supported by evidence that Slassi voluntarily quit his job shortly before the divorce proceedings began and found a new job months later at a greatly reduced salary. Thus, we conclude that the district court did not abuse its discretion by awarding Leavitt alimony.

Arrears payments

Slassi appears to contend that the district court abused its discretion in ordering a payment of \$1,680 to cover an arrearage for half of the cost of Leavitt’s COBRA insurance from February 2017 through July 2017 because he had already voluntarily paid for half of Leavitt’s COBRA expenses for the entire year in 2016.⁴

⁴Slassi also makes two additional arguments, (1) the district court improperly refused to take judicial notice of a factual matter from the hearing on COBRA payments, and (2) the total amount of COBRA payments made by Leavitt was less than what she alleged. Both of these arguments, however, are belied by the record and are unpersuasive.

NRS 125.040(1)(a) provides that “[i]n any suit for divorce the court may, in its discretion, . . . require either party to pay moneys necessary to assist the other party [by] . . . provid[ing] temporary maintenance for the other party.” The district court was aware of the voluntary payments Slassi gave Leavitt in July of 2016 to help cover her COBRA expenses before it made its order on Leavitt’s motion for temporary orders. With that knowledge, the district court still ordered Slassi to pay Leavitt for half of the cost of the COBRA insurance beginning in February 2017 until trial. Based on this order and Slassi’s non-payment of any COBRA expenses from February 2017 until the trial in July 2017, the district court ordered Slassi to make an arrearage payment totaling \$1,680 representing the missed monthly payments. *Cf.* NRS 22.010(3) (stating that disobedience to a lawful order issued by the court shall be deemed contempt). Therefore, we conclude the record supports the district court’s finding that Slassi was in arrears on COBRA payments and it did not abuse its discretion in ordering payment.

Attorney fees

Slassi’s only argument on appeal challenging the order awarding attorney fees is that the district court abused its discretion because it made numerous errors of fact and law.


This court reviews an award of attorney fees for an abuse of discretion. *Miller v. Wilfong*, 121 Nev. 619, 622, 119 P.3d 727, 729 (2005). However, because Slassi does not adequately identify and explain what errors of fact or law the district court made nor give any analysis or relevant authority to support his statement, we will not consider the issue. *See Edwards*, 122 Nev. at 330 n.38, 130 P.3d at 1288 n.38 (2006) (noting that

this court need not consider issues that are not cogently argued or supported by relevant authority).⁵ Accordingly, we

ORDER the judgments of the district court AFFIRMED.


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Bulla

cc: Hon. Linda Marquis, District Judge, Family Court Division
The Grigsby Law Group
Pecos Law Group
Eighth District Court Clerk

⁵We note that the district court considered the *Brunzell* factors and made appropriate findings. See *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).