

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

BRYCE WHITE,  
Appellant,  
vs.  
MAUREEN WHITE,  
Respondent.

No. 89138-COA

**FILED**

MAR 28 2025

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER AFFIRMING IN PART, REVERSING IN PART AND  
REMANDING*

Bryce White appeals from an amended decree of divorce. First Judicial District Court, Carson City; James Todd Russell, Judge.

Bryce and respondent Maureen White were married on May 23, 2015. Before getting married, the parties executed a prenuptial agreement. The prenuptial agreement contained various provisions, including provisions that the parties agreed to release each other from any alimony or support obligations now and in the future. The prenuptial agreement also included language that if the parties acquired any jointly held debts, it would be treated as a shared debt, with each party being 50 percent responsible.

In 2023, due to marital disputes between the parties, Bryce filed a complaint for divorce. However, shortly thereafter, the parties executed a postnuptial agreement, after deciding not to go forward with the divorce. The postnuptial agreement included language that the parties agreed to release each other from alimony, support, or maintenance. It also included language that the postnuptial agreement “reaffirms the prenuptial

agreement” and that “in the event of a conflict between the documents, the prenuptial agreement will govern. All other agreements, covenants, representation and warranties, expressed or implied, oral or written with respect to the subject matter hereof, are contained herein . . . .”

In February 2024, Bryce filed a new complaint for divorce. In her answer, Maureen alleged that the prenuptial agreement was prepared by Bryce, and that the agreement was unconscionable at execution, executed fraudulently and under duress, and without full disclosure of Bryce’s assets. She asserted that Bryce demanded she sign the agreement after their wedding plans had already been made and she had already moved in with Bryce. She also alleged that “Bryce advised Maureen that he would withdraw the [prior] divorce filing only if Maureen signed the post nuptial agreement.” As such, Maureen asserted that the agreements were not enforceable. She separately filed a motion seeking alimony where she argued that, shortly after the parties married, she resigned from her job of 18 years at Bryce’s insistence that he would provide for her health insurance. In his trial statement, Bryce asserted that the prenuptial and postnuptial agreements were enforceable, that Maureen should not receive any alimony, and that Maureen should reimburse him for her portion of the amount in taxes they owed pursuant to their 2023 federal income tax return, which was jointly filed, and for the amount he paid for Maureen’s health insurance after their separation in February 2024. Maureen’s trial statement asserted that both the agreements were unenforceable, and she sought alimony.

Following the trial, the court issued a decree of divorce. In the decree, the court found that the prenuptial and postnuptial agreements were valid “based on a finding of disclosure of assets and obligation by the Plaintiff prior to entering into the agreements.” The court found that Bryce testified as to his full disclosure of his assets and that Maureen had knowledge thereof prior to the marriage. The court further noted that Maureen presented no evidence in opposition to Bryce’s contention on these points. The court also found that Maureen had an opportunity to have the agreements reviewed by an attorney and that the agreements were not unconscionable and did not violate NRS 123A.080. Additionally, the court found that Maureen had the burden to show the invalidity of the agreements, which it effectively found she had failed to do.

Despite its conclusions regarding the validity and enforceability of the agreements, the district court went on to conclude that “in the interest of equity and based on an agreement made by Plaintiff to the Defendant that a token amount of alimony should be paid to cover Defendant’s health care costs until she reaches the age of 65. Plaintiff had agreed to and had taken care of insurance costs during the marriage.” Thus, the court ordered that, “based upon the factors set forth in NRS 125.150(9) and Plaintiff’s agreement to pay for the Defendant’s medical insurance during marriage, Plaintiff shall pay Defendant spousal support in the amount of five hundred dollars per month until she turns 65 years of age, to cover her medical insurance costs.” The court further ordered that the payments would be due “on the first of each month, beginning on August 1, 2024.” The court additionally found that there were no community assets or debts. Finally,

the court ordered that Bryce would not be reimbursed by Maureen for the amount owed on their federal 2023 taxes and would not be reimbursed for the costs of her health insurance that he provided during the marriage. This appeal followed.

On appeal, Bryce argues the district court failed to enforce the prenuptial and postnuptial agreements and made orders for alimony contrary to the agreements. He further asserts the district court improperly declined to enforce the agreements with regard to the amount owed on the parties' 2023 federal tax obligation. Thus, Bryce argues that Maureen should reimburse him for her portion of the amount in taxes they owed pursuant to their 2023 federal income tax return and for the amount he paid for Maureen's health insurance after their separation in February 2024. Conversely, Maureen argues that courts have the discretion to not enforce portions of a contract and asserts that Bryce always managed the taxes and that she did not receive any money from Bryce as to his assets, income and pensions so she should not be required to reimburse him for her share of the tax debt.

We review determinations "made in a divorce decree for an abuse of discretion." *Devries v. Gallio*, 128 Nev. 706, 709, 290 P.3d 260, 263 (2012). "Parties are free to contract," *Martin v. Martin*, 138 Nev. 786, 793, 520 P.3d 813, 819 (2022) (internal quotation marks omitted), and thus, prior to entering a marriage, parties to a prenuptial agreement may contract with respect to their rights and obligations in property in a manner that obviates community property law, NRS 123A.050 (discussing contents of premarital agreements). A prenuptial agreement is unenforceable if it was

unconscionable at execution, involuntarily signed, or the parties did not fully disclose their assets and obligations before the agreement's execution. NRS 123A.080. However, valid prenuptial agreements are enforceable as contracts. *Buettner v. Buettner*, 89 Nev. 39, 45, 505 P.2d 600, 604 (1973) (“We have given careful consideration to whether antenuptial contracts settling alimony and property rights upon divorce are to be viewed in this state as void because contrary to public policy, and hold that they are not.”); *Ringle v. Burton*, 120 Nev. 82, 93, 86 P.3d 1032, 1039 (2004) (“[W]hen a contract is clear, unambiguous, and complete, its terms must be given their plain meaning and the contract must be enforced as written.”). Moreover, Nevada allows district courts to award alimony when granting a divorce “unless the action is contrary to a premarital agreement between the parties which is enforceable.” NRS 125.150; *see also Fick v. Fick*, 109 Nev. 458, 463, 851 P.2d 445, 449 (1993) (“A premarital agreement may, among other things, eliminate alimony.”).

In arguing that the district court abused its discretion in awarding alimony to cover Maureen's health insurance costs, Bryce points to the prenuptial agreement, which provides that the parties agreed to “forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change” and that the parties understood this agreement represented a final disposition of all maintenance and support issues between them. However, Maureen asserts that courts have the discretion to not enforce portions of prenuptial and postnuptial agreements, and that she would not have agreed to quit her job if Bryce had not been paying health insurance for her.

In reaching its decision to award Maureen alimony to cover her health insurance costs, the district court found that the prenuptial and postnuptial agreements were valid as Bryce disclosed all assets prior to the marriage and Maureen had the opportunity to have the agreements reviewed by an attorney. The court also found that the agreements were not unconscionable and did not violate NRS 123A.080. But despite these findings supporting the validity of the agreements, the court ordered Bryce to pay Maureen alimony in the amount of \$500 per month until she turns 65 to cover her health insurance costs based upon the factors set forth in NRS 125.150(9) (the alimony factors) and the fact that Bryce had paid for Maureen's health insurance during the marriage.

However, the parties' prenuptial and postnuptial agreements specifically outlined that the parties agreed to no alimony obligation. *Cf. Davis v. Beling*, 128 Nev. 301, 321, 278 P.3d 501, 515 (2012) (explaining that "clear and unambiguous [language in a] contract will be enforced as written"). And thus, to the extent the district court awarded alimony to Maureen to cover her health insurance costs, doing so was in contravention of the plain language of the prenuptial and postnuptial agreement. *See Kaldi v. Farmers Ins. Exch.*, 117 Nev. 273, 281, 21 P.3d 16, 21 (2001) (explaining that when a contract contains express terms, this court "[is] not free to modify or vary the terms of an unambiguous agreement").

While Maureen nonetheless suggests the district court properly found that the payment of alimony for her health insurance was warranted because Bryce agreed to pay Maureen's health insurance during the marriage, there are no other written agreements contained in the record

aside from the prenuptial and postnuptial agreements, which expressly precluded alimony payments, and Maureen does not refer or point to any other written agreement. Here, both the prenuptial agreement and the postnuptial agreement expressly state those agreements could only be amended in writing through an agreement. And absent a written agreement allowing for an award of alimony to cover Maureen's health insurance costs, making such an award ran contrary to the plain language of the prenuptial and postnuptial agreements. Under these circumstances, the district court abused its discretion in failing to apply the parties' agreements and ordering Bryce to pay alimony support and we necessarily reverse this portion of the decree. *See* NRS 125.150.

Turning to the issue of the 2023 federal tax obligation, the parties' prenuptial agreement included a provision that, in the event of a separation "all Shared Debt will be deemed to be owed equally and each Party will be financially responsible for 50% of any jointly acquired or jointly held debt, regardless of the initial or ongoing proportion of each Party's borrowed amount, unless the Parties have agreed otherwise in writing." Bryce cites this provision to assert that the federal tax obligation was a joint obligation and argues the district court disregarded this provision when it denied his request for reimbursement of Maureen's portion of the obligation. Maureen argues that she should not be required to reimburse Bryce for her share of the tax obligation.

Despite the shared debt provision in the party's prenuptial agreement, the district court made no findings or conclusions regarding the prenuptial agreement or the application of the same when addressing

Bryce's request for reimbursement of the 2023 tax obligation. Instead, the district court found that there were no community debts between the parties and summarily denied Bryce's request for reimbursement, despite noting that the parties had jointly filed their tax return. Under these circumstances, the district court abused its discretion in failing to apply the parties' prenuptial agreement with respect to the 2023 federal tax obligation and summarily denying Bryce's request. *See Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 82, 319 P.3d 606, 616 (2014) (noting that the district court abuses its discretion when it "fail[s] to apply the full, applicable legal analysis"); NRS 123.259(2) ("The court shall not enter such a decree if the division is contrary to a premarital agreement between the spouses which is enforceable pursuant to chapter 123A of NRS."). Therefore, we reverse this portion of the decree.

Finally, to the extent Bryce seeks reimbursement of the amount he paid for Maureen's health insurance after their separation in February 2024 through the conclusion of the underlying case, this argument is without merit. Although Bryce cites the prenuptial agreement provision regarding all shared debt being split between the parties to support this argument, he fails to cogently argue or explain how the amount he paid for Maureen's health insurance during this period constituted a "shared debt" that entitles him to reimbursement. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (holding that the court need not consider issues that are not cogently argued). Thus, we affirm the district court's denial of Bryce's request to be reimbursed for any



amount paid for Maureen's health insurance after their separation in February 2024 through the conclusion of the underlying case.

Accordingly, we reverse in part the portion of the district court's decree of divorce concerning the alimony award and the denial of Bryce's request for reimbursement of the 2023 tax obligation, and remand for further proceedings consistent with this order.

It is so ORDERED.<sup>1</sup>



\_\_\_\_\_, C.J.

Bulla



\_\_\_\_\_, J.

Gibbons



\_\_\_\_\_, J.

Westbrook

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<sup>1</sup>Insofar as the parties raise other arguments on appeal, we need not consider them in light of our disposition. To the extent Bryce requests that he be reimbursed for alimony payments made after the decree of divorce was entered, it is unclear what payments, if any, Bryce has made thus far. Therefore, we decline to consider this issue in the first instance. *See Ryan's Express Transp. Servs., Inc. v. Amador Stage Lines, Inc.*, 128 Nev. 289, 299, 279 P.3d 166, 172 (2012) ("An appellate court is not particularly well suited to make factual determinations in the first instance."). However, to the extent Bryce made any post-decree alimony payments, he can seek relief regarding any such payments in the district court on remand.

cc: First Judicial District Court, Department One  
Bryce White  
Maureen White  
Carson City Clerk