

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

WILLIAM RUSSELL NORMAN,  
Appellant,  
vs.  
MAUREEN FRANCES STAMPER,  
Respondent.

No. 88904-COA

**FILED**

**JUN 26 2025**

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY  DEPUTY CLERK

*ORDER OF AFFIRMANCE*

William Russell Norman appeals from a district court order denying his motion to set aside a stipulated decree of divorce under NRCP 60(b)(3). Ninth Judicial District Court, Douglas County; Thomas W. Gregory, Judge.

Norman and respondent Maureen Frances Stamper were married in 2014 and have three minor children together. Stamper filed for divorce in 2023 and sought primary physical custody of the children. Norman filed a counterclaim, and also requested primary physical custody of the children, among other things. Although both parties were initially represented by counsel, Norman's counsel withdrew by filing a "substitution of attorney" stating that Norman would be representing himself pro se on July 7, 2023.

After Norman's counsel withdrew, Norman filed several documents moving the court for primary physical custody of the children. Meanwhile, both Norman and Stamper were engaged in settlement discussions outside of court. As relevant here, Stamper sent Norman a global settlement offer which indicated that the parties would share joint physical and legal custody, and that Norman would pay \$550 per month in child support. The settlement offer also included terms that the parties

would agree to split medical and healthcare costs for the children, that the children would stay on Norman's health insurance (with the right to renegotiate during open enrollment), and that Stamper would receive 35 percent of Norman's CalPERS retirement funds in lieu of alimony. The parties executed the agreement after adding a provision that indicated Stamper would return a set of diamond earrings in her possession to Norman at Norman's request. Both parties then informed the district court that they had settled the case and requested a settlement conference in lieu of the scheduled bench trial.

In preparation for the settlement conference, Stamper mailed Norman her updated financial disclosure form (FDF) on August 23, 2023, but did not file a copy of the same with the court. The FDF indicated that Stamper had been hired at a law firm and was expected to make approximately \$75,000 a year. Norman later testified that he received this document on August 26. On August 28, Stamper emailed Norman a draft copy of the stipulated decree of divorce that would be presented to the district court at the settlement conference. This draft included the statement of income for both parties, updated to reflect Stamper's income from her new job, for purposes of calculating child support.

On August 29, the district court held a settlement conference on the date originally scheduled for trial. At the settlement conference, the parties reaffirmed that they had reached a settlement regarding divorce, child custody, child support, financial obligations/debts, and alimony. The district court canvassed the parties, and both parties testified that they had sufficient time to consider the terms of the settlement, understood that they were waiving their right to trial, the terms of the stipulated decree of divorce were fair, and the agreement was in the best interest of the minor

children. The parties entered into a stipulation on the record, and the court signed the findings of fact, conclusions of law and decree of divorce provided by the parties, which reflected the terms of their agreement as outlined above. The divorce decree also included the parties' gross monthly incomes, \$7,374 for Stamper, and \$10,509.36 for Norman. Notice of entry of the decree was served on September 5, 2023. Norman did not appeal the divorce decree.

Roughly six months later, on March 4, 2024, Norman moved for relief under NRCP 60(b)(3) and argued that the district court should set aside or modify the stipulated divorce decree due to fraudulent misrepresentation and misconduct. Specifically, Norman argued that Stamper had failed to timely file an updated financial disclosure form declaring that she had started work, that her monthly income was \$7,374 per month, and that she had available health insurance capable of providing coverage for the children. Because she did not disclose this information—which Norman argued was material to his consideration of the settlement agreement—in a timely fashion, he argued there was no true meeting of the minds as to the issues of child support, alimony, or the children's health insurance. Moreover, Norman argued that because Stamper failed to file her FDF, her monthly income as stated in the divorce decree was not supported by the record, and Stamper should be subject to sanctions under NRCP 16.2.

Further, Norman argued that the stipulated decree should be set aside because the decree and the original settlement offer did not comply with NAC 425.110(1), which requires stipulated child support agreements to list the amount of support that would ordinarily be established under the Nevada child support guidelines to be valid. Norman also argued that

opposing counsel's misconduct throughout the case—including when moving for several pre-decree orders without effectuating proper service—violated his due process rights. Stamper opposed.

After considering the briefing of the parties, the district court considered the matter on its chambers calendar and entered an order denying Norman's motion for NRCP 60(b)(3) relief.<sup>1</sup> In its order, the district court denied the motion as untimely, concluding that Norman was well aware of aspects of the alleged fraud prior to the settlement and entry of the decree, and did not seek relief from the fraud through a timely motion for NRCP 60(b) relief or file an appeal. The court found that Norman's failure to provide any explanation or cogent argument for his failure to appeal or to provide any explanation for his delay in seeking relief meant that he failed to show an absence of intent to delay the proceedings or that the motion was brought in good faith.

The court further found that, even if the motion was considered timely, Norman's claims would still not warrant NRCP 60(b)(3) relief as he was aware of Stamper's new job and income prior to the settlement conference and relied upon the same when entering into the settlement agreement. The court additionally found that Norman's other requests for relief, such as his argument that the decree is invalid because it does not show what child support would be due under administrative guidelines, did not warrant NRCP 60(b)(3) relief as it does not demonstrate fraud and

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<sup>1</sup>In the order denying Norman's NRCP 60(b)(3) motion, the district court also denied his motion to stay a QDRO that he argued Stamper had wrongfully executed and sent to CalPERS without his consent. While Norman challenges the denial of the stay on appeal, no relief is warranted given that there was no QDRO in effect at that time.

would have been more appropriate to have been reviewed on appeal from the decree. Norman now appeals.

“The district court has wide discretion to grant or deny a motion to set aside a judgment under NRCP 60(b), and its determination will not be disturbed on appeal absent an abuse of that discretion.” *Vargas v. J Morales Inc.*, 138 Nev. 384, 387, 510 P.3d 777, 780 (2022). Under NRCP 60(b)(3), a district court may relieve a party from a final judgment or order on grounds that the order is based on “fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party.” “A motion under Rule 60(b) must be made within a reasonable time—and for reasons (1), (2), and (3) no more than 6 months after the date of the proceeding or the date of service of written notice of entry of the judgment or order, whichever date is later.” NRCP 60(c)(1).

On appeal, Norman argues that the district court abused its discretion by denying his motion for NRCP 60(b)(3) relief as he demonstrated fraud, misrepresentation, and misconduct from Stamper and her attorneys that would justify setting aside the stipulated decree of divorce. Specifically, Norman argues, among other things, that the stipulated divorce decree should be set aside because Stamper made material misrepresentations regarding her employment, income, and available health insurance during the settlement conference, and that the district court abused its discretion when it found that he had prior notice of the material facts before the entry of the decree. Having reviewed Norman’s informal brief and the record on appeal, we uphold the district court’s decision.

Although Norman argues that Stamper committed fraud upon the court by failing to timely update her FDF, and that she should be

sanctioned for her failure to do so, this is not a basis for relief under NRCP 60(b)(3). *See NC-DSH, Inc. v. Garner*, 125 Nev. 647, 654, 218 P.3d 853, 858 (2009) (noting that fraud upon the court “cannot mean any conduct of a party or lawyer of which the court disapproves,” and defining fraud upon the court as “that species of fraud which does, or attempts to, subvert the integrity of the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases”).

The record, including Norman’s own sworn testimony, supports that he received knowledge by August 26 that Stamper was making (or expected to make) at least \$75,000 a year, and that he had the exact figure of her income on August 28—the day prior to the settlement conference. Despite having these updated figures, Norman nevertheless agreed to pay \$550 a month for child support without raising any concern before the district court or filing an appeal. And similarly, Stamper’s employment put Norman on notice that she could have health insurance coverage for the children, but there is nothing in the record to suggest that Norman ever inquired about this point, and he nevertheless agreed to include the children on his health insurance plan as a term of the global settlement. Thus, this argument does not provide a basis for relief.


Norman next argues that he was misled and forced into the settlement agreement because he was improperly abandoned by his counsel prior to trial. However, he did not raise this argument before the district court prior to trial, or during the settlement conference. And, in his NRCP 60(b)(3) motion, Norman did not argue that his lack of representation caused him to misunderstand the agreement, only that his prior counsel did not satisfactorily represent him during the initial stages of the proceedings

and that the firm's withdrawal allowed Stamper to "build a case against him." Thus, we do not consider this argument 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.").

As to Norman's remaining arguments, he contends that (1) the decree of divorce failed to comply with NAC 425.110(1) by listing the current support obligation under Nevada guidelines; (2) Stamper's income is not supported by the record; (3) the district court ignored his allegations that Stamper abused the children; and (4) the district court violated his due process rights when entering temporary interlocutory orders regarding custody and possession of the marital residence. In addressing the first three of these issues, the district court concluded that Norman's arguments in this regard did not demonstrate fraud so as to warrant NRCP 60(b)(3) relief and that they should have been raised through an appeal from the divorce decree, which Norman did not take. As to the temporary orders, the court concluded that there was no basis for relief based on these orders as they expired when the decree was entered. On appeal, Norman fails to address the bases on which the district court rejected these arguments. As a result, he has waived any challenge thereto, and we need not consider these issues. *See Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) (providing that issues not raised on appeal are deemed waived).

For the reasons stated above, we conclude that the district court did not abuse its discretion when it denied Norman's motion for NRCP 60(b)(3) relief. *See Vargas*, 138 Nev. at 387, 510 P.3d at 780. Accordingly, we

ORDER the judgment of the district court AFFIRMED.<sup>2</sup>

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

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

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

cc: Hon. Thomas W. Gregory, District Judge  
William Russell Norman  
Silverman, Kattelman, Springgate, Chtd.  
Douglas County Clerk

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<sup>2</sup>Insofar as Norman raises arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.