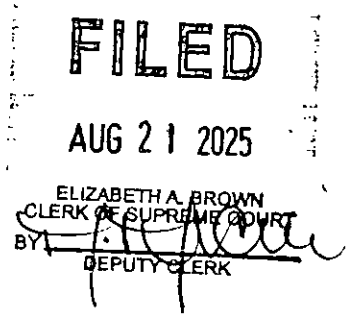
IN THE COURT OF APPEALS OF THE STATE OF NEVADA

NATASHA MARIE NEYMAN, N/K/A NATASHA MARIE LOVE,
Appellant,
vs.
MICHAEL STANLEY NEYMAN,
Respondent.

No. 86780-COA



ORDER AFFIRMING IN PART, REVERSING IN PART, AND REMANDING

Natasha Marie Neyman appeals from a district court order denying in part her motion to modify post-divorce alimony and child support and for attorney fees and costs. Eighth Judicial District Court, Family Division, Clark County; Charles J. Hoskin, Judge.

Natasha and Michael Neyman married in 2002 and share two children together. They separated in 2006 and divorced by way of a stipulated divorce decree in June 2015. The decree awarded Natasha primary physical custody of the children and ordered Michael to pay $2,000 per month in child support. The decree also required Michael to pay for the children's extracurricular activities, as well as $3,000 per month in general family support alimony and $2,000 per month in rehabilitative alimony to assist with Natasha's education expenses. To be entitled to the rehabilitative alimony, Natasha had to provide Michael with proof of her enrollment at an institution of higher education. Although the divorce decree was entered in June 2015, these alimony obligations were stated to commence on May 1, 2015, and to continue for a period of seven years with

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payments being made on the 10th and 20th days of each month,[1] or, with respect to rehabilitative alimony, until Natasha no longer provided proof of enrollment in an institute of higher education. The decree also ordered Michael to pay Natasha $23,000 in attorney fees.

As relevant to this matter, the decree contained three additional provisions: (1) a fee-shifting provision, which provided that "[i]f either party is required to go to court to enforce the terms of this [decree], or if there is a dispute between the parties relating to the terms of this [decree], the prevailing party shall be entitled to an award of reasonable attorney's fees and costs"; (2) a modification provision that stated, "[t]he terms of this [decree] may not be amended, modified, or altered except through written agreement signed by both parties, or by an appropriate order of the Court"; and (3) a reservation-of-jurisdiction provision, which provided as follows:

> This Court shall reserve jurisdiction over this matter as necessary to enforce any and all of its orders. . . . This Court reserves jurisdiction to enter such further or other orders as necessary to enforce or effectuate any and all provisions set out herein, including by way of compensatory alimony, or recharacterization or reallocation of property or debts so as to effectuate the terms of this Decree.

Natasha stopped attending school at the end of 2020 after she and the children experienced various health issues. As of January 2021, Natasha was no longer enrolled at an institute of higher education. Although Natasha did not provide Michael with proof of enrollment,

[1]Pursuant to these terms, Michael would make his final alimony payment on April 20, 2022.

Michael continued to pay Natasha $2,000 per month for 15 more months, a total of $30,000.

On June 30, 2022—approximately two months after the original alimony period expired under the divorce decree—Natasha moved to modify child support, modify family support, and recover amounts Michael had allegedly failed to pay her. In particular, Natasha argued that Michael's income had dramatically increased and that the alimony and child support awards should be modified to reflect this change. Although she conceded that Michael had made his final alimony payments in June before the motion was filed, she argued that the court still had jurisdiction to modify alimony until the last day of the month. She also claimed the district court had jurisdiction to modify alimony because Michael was in arrears on other payments. Although Natasha also requested attorney fees under NRS 125.150, NRS 18.010(2), and EDCR 7.60(b), she did not identify the decree's fee-shifting provision as a basis for her request.

On August 23, 2022, Michael filed an opposition and countermotion for attorney fees and costs. Michael conceded that his child support obligation should be increased given his current income. However, he asserted that his alimony obligation ended in May 2022 and that he was not in arrears on any of his obligations under the decree. He also claimed that he paid the attorney fees and other expenses owed to Natasha. Although Michael contended that he had overpaid Natasha with respect to his rehabilitative alimony obligations, he did not seek reimbursement for these alleged overpayments; rather, he merely asserted that the district court should deny Natasha's motion to modify alimony in part because he had substantially overpaid Natasha. Notably, Michael's request for

attorney fees was based on NRS 18.010, not the decree's fee-shifting provision.

In her reply and opposition, Natasha again conceded that Michael's alimony obligation was paid in full in June 2022 but contended that she could file her motion that same month pursuant to *Siragusa v. Siragusa*, 108 Nev. 987, 843 P.2d 807 (1992). Additionally, Natasha claimed that she and Michael agreed via text message to delay the start of alimony payments by one month, thereby modifying the decree to commence in June 2015 rather than May 2015, as originally stated. Natasha attached screenshots of these text messages to the reply. Natasha further argued the reservation-of-jurisdiction provision in the divorce decree was triggered because Michael was in arrears in his payments for attorney fees and for extracurricular activity expenses. Natasha filed a schedule of arrears the same day as this reply.

The district court held an initial hearing on Natasha's motion and thereafter entered a preliminary order in October that resolved some of the issues raised. In this order, the district court (1) concluded it lacked jurisdiction to modify alimony because the original alimony period expired in April 2022, (2) increased Michael's monthly child support obligation to $4,035.00 per month, (3) opened discovery regarding allegedly unreimbursed expenses, and (4) deferred ruling on Natasha's and Michael's requests for attorney fees.

In January 2023, the district court set a pretrial memorandum deadline for March 28, a calendar call for April 4, and an evidentiary hearing for April 18. However, Natasha's counsel withdrew the next month. Michael timely filed his pretrial memorandum, wherein he requested, for the first time, a "[j]udgment against Natasha" to recoup his alleged

overpayments of rehabilitative alimony made after Natasha was no longer enrolled in school. Instead of filing her own pretrial memorandum by March 28, Natasha, now pro se, moved to continue the evidentiary hearing. She also attempted to electronically file exhibits the same day.

The district court denied Natasha's motion to continue and struck her electronically filed exhibits. The court informed Natasha that such evidence needed to be presented in open court and instructed her to bring the proposed exhibits with her to the forthcoming evidentiary hearing. The district court also recognized that Natasha had failed to file a pretrial memorandum by the March 28 due date and instructed her to file one in the coming days. Yet, Natasha never filed a pretrial memorandum, nor did she bring physical copies of her proposed exhibits to court.

Michael and Natasha testified at the evidentiary hearing. Michael detailed his payments to Natasha and asserted that her schedule of arrears was incorrect. Particularly, he clarified that an alimony payment he made to Natasha in July 2022 was accidental, and not evidence of arrears, because his bank account was set to autopay and he had forgotten to turn off the function. He stated that he had satisfied all his obligations under the decree. Natasha questioned Michael about these payments and raised the issue of exactly when he knew she was not attending school due to the health issues she and their children faced. Later, Natasha elaborated on these health issues and attempted to present further evidence that the child support award should be increased based on their unique needs. However, the district court stated that this issue was not before the court. She also pointed out that Michael had not paid the full amount of attorney fees she was owed under the decree. Natasha discussed her attempt to introduce her evidence, which she brought to the hearing only in digital

form. She conceded that she had received hundreds of pages of discovery from Michael, including many financial statements and text messages.

In May, following the evidentiary hearing, the district court issued an order denying in part and granting in part Natasha's motion. First, the court reiterated its previous determination that it had no jurisdiction to modify the alimony award because Natasha's motion was filed after the alimony period expired and "there was no evidence that Michael was behind on his alimony obligations." Next, the court found that Natasha failed to uphold her affirmative duty to provide Michael with proof of her enrollment in school for 15 months; however, Michael knew or should have known that Natasha was no longer attending school at that time. As a result, the court ordered Natasha to reimburse Michael $15,000, half the amount he paid her during that 15-month period. The court found that Michael owed Natasha $6,500 in unpaid attorney fees and credited that amount against the $15,000 Natasha owed to arrive at a balance of $8,500 in favor of Michael. Lastly, the district court found that neither party could be considered a "prevailing party" under the decree, so each party bore their own attorney fees and costs. Natasha appealed, raising several issues.

The district court properly determined it lacked jurisdiction to modify alimony under Siragusa

Natasha argues the district court erred by concluding it lacked jurisdiction to modify the alimony award before hearing evidence that Michael was in arrears on his alimony obligations. She claims that if Michael was in arrears at the time she filed her motion, the court maintained jurisdiction to modify alimony pursuant to *Siragusa*. Natasha also claims that the court never made findings as to whether the parties' subsequent agreement to delay Michael's family support payments beyond the original period was enforceable. Since the district court never

considered the parties' agreement, Natasha contends that it should have heard evidence on this issue before resolving the jurisdictional question. We disagree.

Although this court reviews "questions of law, including interpretation of caselaw, de novo," *Martin v. Martin*, 138 Nev. 786, 789, 520 P.3d 813, 817 (2022), whether a party is in arrears is a question of fact, and this court should not disturb a district court's determination unless clearly erroneous, *see Wilford v. Wilford*, 101 Nev. 212, 214, 699 P.2d 105, 107 (1985); *cf. Taylor v. Vilcheck*, 103 Nev. 462, 467, 745 P.2d 702, 705 (1987) (stating that in the absence of a showing that the district court's judgment was clearly erroneous, this court assumes that the record supports the lower court's factual finding).

In *Siragusa*, the appellant claimed the district court lacked jurisdiction to modify an alimony award for two reasons: (1) he had made his final alimony payment before the respondent filed her motion to modify the alimony award; and (2) the respondent sought to modify a judgment for alimony arrearages, not the original alimony award, which had expired. 108 Nev. at 991, 993, 843 P.2d at 810-11. The supreme court held that a "district court has jurisdiction to modify the alimony portion of a divorce decree, regardless of whether the supporting spouse has made all required alimony payments," so long as the period for which the original alimony award was decreed to run had not elapsed. *Id.* at 992-93, 843 P.2d at 811. The supreme court further held that the district court "maintained jurisdiction over the alimony award when the original alimony period expired while" the appellant was in arrears and that the judgment for alimony arrearages extended the appellant's alimony obligations for the period of the judgment. *Id.* at 994, 843 P.2d at 811.

In the present case, the district court's finding that the original alimony period expired before Natasha filed her motion is supported by the record: Natasha filed her motion on June 30, 2022, and the original alimony period was decreed to run until April 30, 2022, seven years after Michael's alimony obligations began on May 1, 2015. We reject Natasha's argument that she and Michael modified the original alimony period: the text messages offered in support of such a modification do not constitute a "written agreement signed by both parties" as required to modify the terms of the divorce decree. Therefore, the alimony period provided for in the divorce decree controls, and that period ended on April 30, 2022. Because the original alimony period had expired, the district court had jurisdiction to modify the alimony award only if Michael was in arrears at the time Natasha filed her motion on June 30, 2022.

However, the district court found that Michael was not in arrears at the time Natasha filed her motion, and that finding is not clearly erroneous. In her motion below, Natasha conceded that Michael had satisfied his alimony obligation prior to the filing of her motion. Specifically, Natasha stated that "Michael [had] already made his spousal support and family support payment for this month, which we believe to be the final month those payments are due," and merely contended that the district court had jurisdiction to modify alimony until the last day of the month.[2] Likewise, in her reply, Natasha stated that "alimony was not 'paid

[2]No Nevada authority holds that a party has until the end of the final month in which an alimony payment is made to seek modification. In *Siragusa*, 108 Nev. at 992-93, 843 P.2d at 811, and *Schryver v. Schryver*, 108 Nev. 190, 191, 826 P.2d 569, 570 (1992), the parties were permitted to seek modification until the last day of the month because that end date was included in the alimony period at issue. The instant case is distinguishable

in full' until all 84 months of payments were made, which didn't occur until June 2022." Therefore, the fact that Michael made alimony payments in June does not indicate Michael was in arrears at the time Natasha filed her motion.

Similarly, Natasha did not contend below that Michael was in arrears in July 2022. Although some evidence presented at the hearing indicated Michael had accidentally made an alimony payment in July because he had long-ago set his bank account to auto-pay the alimony and he had forgotten to turn that function off, Natasha did not contend below that this July payment was for *alimony arrears* or otherwise dispute Michael's claim that this July payment was an accident. Therefore, to the extent Natasha argues on appeal that Michael was in arrears on his alimony obligations in July, she failed to raise this claim below, and we decline consider it. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (explaining that issues not argued below are "deemed to have been waived and will not be considered on appeal").

Because the district court's factual findings that the alimony period had expired and that Michael was not in arrears when Natasha filed her motion are supported by the record, the district court properly concluded that it did not have jurisdiction to modify the alimony award under *Siragusa*.

The district court did not erroneously set aside the divorce decree's reservation-of-jurisdiction provision as inconsistent with Siragusa

Natasha also argues the district court "erroneously set aside" the divorce decree's reservation-of-jurisdiction provision. She contends the

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because, pursuant to the divorce decree, the original alimony period expired on April 30, 2022, and thus did not encompass the last day of June 2022.

district court retained jurisdiction to enter future enforcement orders and that a future enforcement order does not modify the divorce decree itself or modify accrued alimony payments. Once more, we disagree.

"Divorce decrees that incorporate settlement agreements are interpreted under contract principles and are subject to our review de novo." *Martin*, 138 Nev. at 793, 520 P.3d at 819 (internal citations omitted). An agreement is enforced as written when the "language of the contract is clear and unambiguous." *Nev. State Educ. Ass'n v. Clark Cnty. Educ. Ass'n*, 137 Nev. 76, 83, 482 P.3d 665, 673 (2021).

On appeal, Natasha argues that because the provision "reserves the district court's jurisdiction to enter such further orders as necessary . . . including by way of compensatory alimony," the district court retained jurisdiction to award compensatory alimony to "enforce or effectuate" any other provision of the decree. In support, Natasha points to other language in that same provision that describes the agreement's terms "dealing with property, debts, alimony, and attorney fees" as "part of an integrated domestic support obligations order, *such that frustration or non-performance of any terms . . . materially affects the others*." Natasha contends that because Michael failed to pay her $6,500 in attorney fees that he owed under the decree, the court necessarily had jurisdiction to award her compensatory alimony to "enforce or effectuate" the decree's attorney fee provision.

Natasha is correct that the reservation-of-jurisdiction provision afforded the district court *discretion* to determine whether an award of compensatory alimony was "necessary to enforce or effectuate" the decree's provisions pertaining to "property, debts, alimony, and attorney fees." *See Kilgore v. Kilgore*, 135 Nev. 357, 363-64, 449 P.3d 843, 848-49 (2019)

(concluding that similar jurisdictional language vested the district court with discretion to distribute PERS benefits in a manner not expressly authorized in the QDRO). However, Natasha did not argue that an award of compensatory alimony was *necessary* to enforce the decree below. Instead, she merely argued that the arrears themselves were sufficient to confer jurisdiction: specifically, that Michael still owed her $6,500 in attorney fees, not including interest, that he was in arrears on "various unreimbursed extracurricular activity expenses," and that she was "owed substantial and long-overdue reimbursements, as further detailed in the Schedule of Arrears."[3] But the mere existence of arrears does not establish that "compensatory alimony" is "necessary" to enforce the decree. Because Natasha failed to argue below that an award of compensatory alimony was necessary to enforce the decree, the district court did not err in failing to make that determination in the first instance, and we need not consider this issue further on appeal. *See Old Aztec Mine*, 97 Nev. at 52, 623 P.2d at 983.

The district court did not erroneously adjust Michael's child support obligation

Natasha claims the district court abused its discretion by failing to consider the factors set forth in NAC 425.150(1) or by failing to make any factual findings regarding the children's needs in refusing to award an additional amount in child support. We address these two related arguments in turn.

"We review a district court's child support determination for abuse of discretion and will uphold the district court's determination if it is

[3]According to Natasha's schedule of arrears, Michael owed $28,814.52 in "attorney's fees and unreimbursed child expense arrears," plus $6,242.31 in interest, for a total of $35,056.83.

supported by substantial evidence." *Miller v. Miller*, 134 Nev. 120, 125, 412 P.3d 1081, 1085 (2018) (internal quotation marks omitted). "Although a district court has discretion in awarding child support, the district court must follow the statutory guidelines when calculating the initial child support award and when deviating from the statutory calculations." *Id.*; *see* NRS 125B.080(2); *see also* NRS 125B.145(2)(b).

"NAC 425.140 sets forth a framework for calculating a base child support obligation." *Matkulak v. Davis*, 138 Nev. 647, 649, 516 P.3d 667, 670 (2022). "By regulation, it is presumed that this amount provides for the child's basic needs," *id.*; however, a party may rebut this presumption with "evidence proving that the needs of a particular child are not met or are exceeded by such a child support obligation," NAC 425.100(2). "A court may deviate from the NAC 425.140 framework if it calculates the base child support obligation and sets forth findings of fact supporting the deviation." *Matkulak*, 138 Nev. at 649, 516 P.3d at 670. In particular, a district court may "adjust the base child support obligation 'in accordance with the specific needs of the child and the economic circumstances of the parties' based on eight factors and specific findings of fact." *Id.* (quoting NAC 425.150(1)).

In her motion, Natasha argued that changed circumstances existed to support a modification of child support because Michael's income increased greatly, and because their daughter was diagnosed with and treated for serious medical conditions. Natasha therefore requested that the district court "apply NAC 425 to Michael's current gross monthly income to calculate his current child support obligation" and argued that the court's calculation should "take into consideration the additional expenses that come with *their daughter's* medical needs, *and should be increased as*

necessary." (Emphasis added.) However, Natasha did not specify how much these expenses were or contend that a certain amount of child support was required to meet these needs. She also did not ask the court to consider her son's medical needs in calculating child support.

In his opposition, Michael conceded that his child support obligation should be increased to $4,035.42 per month based on his gross monthly income. In her reply, Natasha did not contend that an award of $4,035.42 per month was insufficient to meet the children's needs; rather, she claimed Michael may have underreported his true income in his financial disclosure form and now argued that *both children* had special health needs that "*may warrant* an increased child support award." In addition, Natasha did not submit a pretrial memorandum indicating that the base child support obligation was insufficient to meet her children's needs.

Accepting Michael's concession that his support obligation could be modified to $4,035 per month, the district court awarded Natasha $4,035 per month in child support in its October 2022 order, retroactive to the filing of Natasha's motion. On appeal, Natasha does not dispute that the district court properly calculated Michael's base child support obligation. Moreover, Natasha did not contend below that the base child support obligation of $4,035 per month was insufficient to meet the children's needs. Thus, Natasha forfeited her claim that an upward adjustment from the base child support obligation was necessary, and the district court was not required to make further findings under NAC 425.150(1) when it increased Michael's child support obligation to reflect his current income.

Natasha also argues that the district court "erroneously concluded it lacked jurisdiction to award child support beyond the age of majority." Natasha did not clearly request an award of adult child support below,[4] and the district court did not address such a claim in either its October 2022 or its May 2023 order. Therefore, Natasha has forfeited any such claim on appeal, and we decline to consider it. *See Old Aztec Mine*, 97 Nev. at 52, 623 P.2d at 983.

The district court erroneously ordered Natasha to repay half of the amount of rehabilitative alimony that Michael voluntarily overpaid

Natasha argues that the district court erred by ordering her to reimburse Michael for part of the rehabilitative alimony payments he paid after she stopped attending school. Among other things, she contends that Michael did not properly move for such relief below. In response, Michael suggests the district court was entitled to grant him this relief pursuant to its equitable powers and/or NRCP 54(c). He also contends Natasha was unjustly enriched by the overpayment of rehabilitative alimony.

"This court reviews a district court's alimony determination[ ] . . . for an abuse of discretion." *Eivazi v. Eivazi*, 139 Nev. 408, 411, 537 P.3d 476, 482 (Ct. App. 2023). "Although this court reviews a district court's discretionary determinations deferentially, deference is not owed to legal error . . . ." *Davis v. Ewalefo*, 131 Nev. 445, 450, 352 P.3d 1139, 1142 (2015).

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[4]Although Natasha vaguely claimed for the first time in her reply to Michael's opposition that the children's health needs "may warrant . . . an extension past the age of majority," she did not contend that the children were handicapped within the meaning of NRS 125B.110 such that an award of adult child support was proper, and she did not file a pretrial memorandum challenging Michael's contention that the issue of child support was fully resolved in the October 2022 order.

Upon review, Natasha is correct that Michael did not properly seek reimbursement for rehabilitative alimony below. Pursuant to NRCP 7(b)(1), "[a] request for a court order must be made by motion," and the motion must "state with particularity the grounds for seeking the order" and "the relief sought." Although Michael generally alleged that he overpaid his rehabilitative alimony obligation in his opposition to Natasha's motion, he did not seek reimbursement for these payments or specifically identify how much he overpaid Natasha in either his opposition or his countermotion for attorney fees. Rather, that claim for relief was raised for the first time in his pretrial memorandum, which was filed (1) after Natasha's counsel had withdrawn, (2) after discovery had closed, and (3) just two weeks before the evidentiary hearing. Under these unique circumstances, we conclude that the district court violated Natasha's due process rights by considering Michael's request at the evidentiary hearing when she did not have adequate notice or opportunity to respond. *See, e.g.*, *Miller v. Miller*, No. 87625-COA, 2024 WL 4441152 (Nev. Ct. App. Oct. 7, 2024) (Order of Affirmance) (affirming the district court's decision not to consider appellant's request to modify custody made for the first time in appellant's pretrial memorandum, after discovery had closed, on due process grounds); *cf. Spears v. Spears*, 95 Nev. 416, 417-18, 596 P.2d 210, 212 (1979) (recognizing the appellant improperly challenged the constitutionality of Nevada's alimony statute for the first time in his trial statement and did not "move[ ] for relief from [his alimony] obligation as required by NRCP 7(b)(1)").

Moreover, although NRCP 54(c) permits a district court to award relief different from that specifically requested, it does not authorize a district court to award relief as to issues that were not properly raised by

the parties. *See Yount v. Criswell Radovan, LLC*, 136 Nev. 409, 420, 469 P.3d 167, 175 (2020) (stating NRCP 54(c) "implements the general principle . . . that in a contested case the judgment is to be based on what has been proved rather than what has been pleaded"). Further, Michael did not seek reimbursement under a theory of unjust enrichment below or otherwise raise a claim of equitable relief in his countermotion. Therefore, Michael has forfeited those claims on appeal. *See Old Aztec Mine*, 97 Nev. at 52, 623 P.2d at 983. Because the district court abused its discretion in ordering Natasha to repay Michael $8,500 in rehabilitative alimony, after accounting for the $6,500 offset in arrears, we necessarily reverse that award.

Neither party is entitled to attorney fees under the decree's fee-shifting provision

Natasha argues that the district court erred in failing to award her reasonable attorney fees and costs under the decree's fee-shifting provision. She claims she prevailed below because she obtained an increase in child support and recovered attorney fees Michael owed her. However, Natasha did not request attorney fees pursuant to the decree's fee-shifting provision below. In her motion, Natasha only sought attorney fees pursuant to NRS 125.150, NRS 18.010(2), and EDCR 7.60(b). Therefore, Natasha has forfeited this claim on appeal, and we decline to consider it. *See Old Aztec Mine*, 97 Nev. at 52, 623 P.2d at 983; *see also Dermody v. City of Reno*, 113 Nev. 207, 210, 931 P.2d 1354, 1357 (1997) ("Parties may not raise a new theory for the first time on appeal, which is inconsistent with or different from the one raised below" (internal quotation marks omitted)).

Both Natasha and Michael request an award of reasonable attorney fees and costs on appeal pursuant to the decree's fee-shifting provision. However, neither party cogently argues how they were "required

to go to court to enforce" the decree's terms on appeal when the relief Natasha requested below involved modification of alimony and child support, and when the parties sought attorney fees pursuant to statute and court rule, not the decree. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (recognizing a party has a "responsibility to cogently argue . . . in support of [their] appellate concerns"). Further, we cannot conclude that either party prevailed on a "dispute . . . relating to the terms of" the decree. As previously discussed, the district court did not consider the applicability of the decree's reservation-of-jurisdiction provision, and we decline to consider this claim in the first instance on appeal. Therefore, neither party demonstrates they are entitled to attorney fees for the costs of this appeal.

The district court did not abuse its discretion in denying Natasha's motion to continue the evidentiary hearing

Natasha argues the district court abused its discretion in denying her motion to continue the evidentiary hearing. In particular, Natasha contends the district court erroneously concluded that the information she sought during discovery—which purportedly included "key tax forms and financial documents"—was not relevant to any issues in controversy and was not discoverable under NRCP 16.2. She also contends that the district court denied her motion as a penalty for failing to file a pretrial memorandum. Michael responds that the district court was well within its discretion in denying Natasha's motion to continue. We agree with Michael.

"Any party may, for good cause, move the court for an order continuing the day set for trial of any cause." EDCR 7.30; *see also* EDCR 7.01 (stating "the rules in Part VII are applicable to all actions and proceedings commenced in the Eighth Judicial District Court"). This court

reviews the district court's decision on a motion to continue for an abuse of discretion. *Bongiovi v. Sullivan*, 122 Nev. 556, 570, 138 P.3d 433, 444 (2006). "Even absent a formal motion to continue, the district court has discretion to grant or deny a continuance and otherwise retains broad scheduling powers." *Matter of J.B.*, 140 Nev., Adv. Op. 39, 550 P.3d 333, 339 (2024).

In her motion, Natasha claimed she was playing "catch up" due to the loss of counsel, that she had not received "official tax documents and current financial information," and that she wanted to confer with opposing counsel about an unspecified "gap in information." The district court heard the motion at an April 4 calendar call. At this hearing, the district court informed Natasha that it had not received her pretrial memorandum. In response, Natasha claimed a continuance was necessary because she wanted to give Michael a "fair opportunity" to depose her[5] and wanted to "get on the same page with regard to discovery." She also stated that she had prepared a pretrial memorandum, but she did not file it because it was not finished.

Michael opposed the request for a continuance, arguing there was no need for additional discovery, and it had been 260 days since Natasha had filed her motion. After attempting to clarify what issues remained for the court's consideration, the district court again asked Natasha why the matter should be continued, and Natasha stated she did not receive accurate information from Michael. The district court denied the motion to continue when Natasha conceded that she could proceed to the evidentiary hearing with the discovery conducted up to that point. The

[5]Natasha failed to attend her March 21 deposition.

court also told Natasha to file her pretrial memorandum within the next couple of days.

The record does not indicate that the district court denied Natasha's motion as a penalty for failing to file a pretrial memorandum or that the district court found the requested discovery irrelevant. Rather, the district court merely recognized that Natasha failed to file a pretrial memorandum by the due date and, as a result, it was unclear which issues Natasha believed were still before the court. The district court also gave Natasha an opportunity to file her pretrial memorandum after the calendar call, which Natasha failed to do.

Moreover, the matter had been pending for approximately nine months, and Natasha did not clearly articulate what additional discovery was needed. She also conceded at the hearing that she had received "over a thousand pages of discovery" including credit card statements, bank statements, and text messages. The record further indicates that when the court asked Natasha if she was "ready" to go in two weeks, she replied that she "will go." Under these circumstances, the district court did not abuse its discretion by denying Natasha's motion for a continuance.

The district court did not err by failing to award Natasha post-judgment interest on the outstanding attorney fees

Natasha argues that she should have received post-judgment interest on the $6,500 in attorney fees that Michael failed to pay. She notes that these fees were awarded as a term of the decree. Natasha did not seek post-judgment interest below; thus, Natasha has forfeited this claim, and we decline to consider it. *See Old Aztec Mine*, 97 Nev. at 52, 623 P.2d at 983.

The district court did not abuse its discretion in striking Natasha's evidence or declining to admit digital documents into evidence

Natasha argues the district court abused its discretion by "striking [her] evidence from the record" before the evidentiary hearing and by refusing to admit digital documents into evidence at the evidentiary hearing. She claims she could not afford to print the documents and that the district court "abdicated its duty to ensure [she] did not forfeit her right to a hearing on the merits due to ignorance of the court's procedural expectations." We disagree.

This court reviews a district court's evidentiary rulings for an abuse of discretion. *FGA, Inc. v. Giglio*, 128 Nev. 271, 283, 278 P.3d 490, 497 (2012). "An abuse of discretion occurs if the district court's decision is arbitrary or capricious or if it exceeds the bounds of law or reason." *Skender v. Brunsonbuilt Constr. & Dev. Co.*, 122 Nev. 1430, 1435, 148 P.3d 710, 714 (2006) (internal quotation marks omitted).

Upon review, it appears Natasha attempted to directly file several documents with the district court after discovery had closed, two weeks before the evidentiary hearing. To the extent Natasha filed these documents in an attempt to admit them into evidence, the district court properly struck the filing and instructed Natasha to "bring [the documents] with you [to the evidentiary hearing] and try to present them during your case," because Natasha needed to authenticate the documents and Michael needed a chance to object to their admission. *See Sanders v. Sears-Page*, 131 Nev. 500, 514, 354 P.3d 201, 210 (Ct. App. 2015) ("Authentication is a basic prerequisite to the admission of evidence."). Moreover, the record indicates the district court was unable to view the electronic documents during the evidentiary hearing. Thus, Natasha fails to demonstrate the district court acted arbitrarily or capriciously by requiring her to bring

physical copies of her proposed exhibits to the evidentiary hearing. Therefore, we conclude Natasha is not entitled to relief on these claims.[6] Accordingly, we

REVERSE the district court's reimbursement of the rehabilitative alimony award to Michael, AFFIRM the remainder of the district court's judgment, and REMAND for the entry of a new judgment that awards Natasha $6,500 in attorney fee arrears due and owing from Michael without any reduction for rehabilitative alimony in accordance with this decision.

_____, C.J.
Bulla

_____, J.
Gibbons

_____, J.
Westbrook

cc: Hon. Charles J. Hoskin, District Judge, Family Division
Holland & Hart LLP/Las Vegas
Womble Bond Dickinson (US) LLP/Las Vegas
Law Office of Daniel Marks
Eighth District Court Clerk
Barbara Buckley
Snell & Wilmer, LLP/Las Vegas
Paul C. Ray, Chtd.

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[6]Natasha argues that this case should be reassigned on remand, but she fails to demonstrate reassignment is warranted. *See Roe v. Roe*, 139 Nev. 163, 180, 535 P.3d 274, 291 (Ct. App. 2023). Insofar as Natasha has raised other arguments not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.