

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

ROBERT FOLLETT,  
Appellant,  
vs.  
LISA FOLLETT,  
Respondent.

No. 90905-COA

FILED

APR 14 2026

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Robert Follett appeals from a district court post-divorce-decree order regarding alimony. Ninth Judicial District Court, Douglas County; Thomas W. Gregory, Judge.

In February 2025, Robert and respondent Lisa Follett filed a joint petition for divorce. The joint petition provided that Robert would pay Lisa \$1,000 per month in alimony on the first of each month but was silent as to the duration and the start date. The district court granted the petition and entered a decree of divorce ratifying, confirming, and incorporating the alimony terms as stated in the joint petition. Shortly thereafter, Lisa filed a motion for clarification of the decree arguing that the alimony period had not been included in the decree and that she was seeking a ten-year alimony payment duration starting March 1, 2025.

Robert filed an opposition and countermotion to set aside the divorce decree pursuant to NRCP 60(b)(3). He alleged that Lisa had committed fraud in that the joint petition he reviewed and signed provided that the parties would not pay each other alimony and that Lisa had changed the petition before filing it. Robert sought to vacate the divorce decree and have an amended decree entered reflecting that neither spouse

was awarded alimony. The district court conducted an evidentiary hearing where the parties presented testimony and other evidence. Thereafter, the district court entered a written order granting Lisa's motion for clarification and denying Robert's motion to set aside the divorce decree. This appeal followed.

On appeal, Robert argues the district court erred by granting Lisa's motion for clarification of the divorce decree and ordering him to pay her \$1,000 per month in alimony. Robert contends the district court misread his paystub that was produced at the evidentiary hearing and failed to consider NRS 125.150(9)(a) and (e) in granting Lisa's motion.

"This court reviews district court decisions concerning divorce proceedings for an abuse of discretion." *Williams v. Williams*, 120 Nev. 559, 566, 97 P.3d 1124, 1129 (2004) (quotation marks omitted); *see also Davitian-Kostanian v. Kostanian*, 139 Nev. 247, 252, 534 P.3d 700, 705 (2023) (reviewing a district court alimony decision for an abuse of discretion). Moreover, "[t]he district court has inherent authority to interpret and enforce its decrees." *Byrd v. Byrd*, 137 Nev. 587, 590, 501 P.3d 458, 462 (Ct. App. 2021); *see also* NRS 125.240 ("The final judgment and any order made before or after judgment may be enforced by the court by such order as it deems necessary."). While this court reviews factual findings deferentially, it reviews conclusions of law de novo. *Kilgore v. Kilgore*, 135 Nev. 357, 359-60, 449 P.3d 843, 846 (2019).

Pursuant to the joint petition and resulting divorce decree, Robert agreed to pay Lisa \$1,000 per month in alimony. As noted previously, Lisa sought clarification of the alimony award and the district court conducted an evidentiary hearing concerning that issue. It found that the information presented at the hearing, including Robert's paystub,

demonstrated that the reasonable interpretation of the parties' intent was for Robert to pay monthly alimony in the amount of \$1,000 to Lisa for a five-year period. The court also found that Robert failed to demonstrate the alimony award was obtained by fraud.<sup>1</sup> The district court accordingly clarified and enforced the alimony award.<sup>2</sup>

On appeal, Robert challenges the district court's findings made after the evidentiary hearing. However, to the extent Robert's contentions concern evidence and arguments presented at the evidentiary hearing and challenge the district court's findings based on the evidence and arguments, Robert did not request transcripts in this matter.<sup>3</sup> As such, Robert did not provide this court with the transcript of the relevant hearing as required. *See* NRAP 9(a)(1), (2) (requiring appellants to request transcripts of district court proceedings that are necessary for consideration of the appeal). We necessarily presume that the transcript supports the district court's

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<sup>1</sup>Robert does not present argument concerning the district court's decision to deny his motion to set aside the decree due to fraud. As a result, he has forfeited any argument related to the same. *See Palmieri v. Clark County*, 131 Nev. 1028, 1033 n.2, 367 P.3d 442, 446 n.2 (Ct. App. 2015) (stating that issues not raised on appeal are deemed forfeited).

<sup>2</sup>Robert does not cogently argue that the district court erred by interpreting the divorce decree to contain a five-year alimony payment duration. Thus, this court need 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) (providing that appellate courts need not consider issues that are not supported by cogent argument).

<sup>3</sup>We note the supreme court issued notice to Robert in which it instructed him that he had 14 days from the date of the notice to either file and serve a rough draft transcript request form or file and serve a certificate that no transcripts were being requested. The notice cited specifically to NRAP 9. Robert filed neither a rough draft transcript request form nor a certificate that no transcripts were being requested.

findings, and thus, we conclude substantial evidence supports the district court's findings and its ultimate decision to grant Lisa's motion for clarification. *See Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 603, 172 P.3d 131, 135 (2007) (noting that it is appellant's burden to ensure that a proper appellate record is prepared and that, if the appellant fails to do so, "we necessarily presume that the missing [documents] support[ ] the district court's decision"); *see also Grosjean v. Imperial Palace, Inc.*, 125 Nev. 349, 365-66, 212 P.3d 1068, 1080 (2009) (declining to reweigh the evidence or the district court's credibility determinations).

In addition, because Robert agreed to pay Lisa \$1,000 per month in alimony as part of the joint petition, the alimony amount became final by entry of the decree of divorce, *see* NRS 123.080(4) (providing for ratification and adoption of contracts between spouses into decrees of divorce), and Robert did not thereafter seek modification of the alimony award due to changed circumstances, *see* NRS 125.150(8) (stating a district court may modify an alimony award if a party files a motion and demonstrates changed circumstances). Moreover, Lisa likewise did not seek modification of the alimony award based upon changed circumstances but rather sought clarification of the existing alimony award. *See Mizrachi v. Mizrachi*, 132 Nev. 666, 674, 385 P.3d 982, 987 (Ct. App. 2016) (distinguishing between clarification and modification of a divorce decree).

Thus, because the district court was not determining whether to award alimony or setting the amount of an alimony award, the district court was not required to make findings related to the same under NRS 125.150(9). Instead, the court merely clarified and enforced the existing alimony award that the parties had previously agreed to, and Robert does not demonstrate the district court erred in so doing. *See Mizrachi*, 132 Nev.


at 671, 385 P.3d at 985 (providing that parties in family law matters are free to contract regarding their obligations and such agreements are generally “enforceable if they are not unconscionable, illegal, or in violation of public policy” (internal quotation marks omitted)); *see also Rennels v. Rennels*, 127 Nev. 564, 569, 257 P.3d 396, 399 (2011) (providing that courts encourage the “voluntary resolution” of family law matters and “generally recognize the preclusive effect of such agreements if they are deemed final”). Therefore, Robert fails to demonstrate that he is entitled to relief.

For these reasons, we conclude the district court did not abuse its discretion in reaching its decisions regarding alimony and clarifying the decree of divorce. *See Davitian-Kostanian*, 139 Nev. at 252, 534 P.3d at 705. Accordingly, we

ORDER the judgment of the district court AFFIRMED.

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

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

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

cc: Hon. Thomas W. Gregory, District Judge  
Robert Follett  
Lisa Follett  
Douglas County Clerk