IN THE COURT OF APPEALS OF THE STATE OF NEVADA

EDWARD SACHETTI,
Appellant,
vs.
KELLEY SACHETTI,
Respondent.

No. 89619-COA

FILED
APR 29 2026
ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

ORDER OF AFFIRMANCE

Edward Sachetti appeals from post-decree orders enforcing a divorce decree, denying reconsideration, and awarding attorney fees. Eighth Judicial District Court, Family Division, Clark County; Michele Mercer, Judge.

Edward and Kelley Sachetti were divorced pursuant to a decree filed in April 2024. In July 2024, Kelley filed a motion to enforce the divorce decree asserting that Edward had not appraised his home pursuant to the terms of the decree and improperly deducted funds from the monthly payments he made to Kelley from his pension fund. She also sought an award for attorney fees due to her efforts to enforce the divorce decree. Edward opposed the motion, insisting that the decree contained errors and improperly included terms to which the parties did not agree at the settlement conference.

The district court issued an order enforcing the decree, concluding that Edward did not demonstrate the stipulated terms in the decree were different than those to which the parties agreed in the

settlement conference. The court also directed Kelley to submit further information in support of her request for attorney fees. Kelley subsequently filed a memorandum regarding attorney fees wherein she sought fees pursuant to NRS 18.010 and EDCR 5.219. In support of her request, Kelley asserted based on their financial disclosures that Edward had a comparatively larger income than she did and provided information concerning the relevant *Brunzell*[1] factors. Edward opposed the fee memorandum and moved for reconsideration of the decision to enforce the decree. The district court entered an order granting Kelley's request for $11,108.34 in attorney fees and $85.09 in costs for litigating the motion to enforce the decree. This appeal followed.[2]

Edward argues that the district court abused its discretion in enforcing the divorce decree, asserting that the decree did not accurately represent the terms reached at the settlement conference. He contends that the parties did not agree to reduce the appraised value of Kelley's real estate by $131,000 to account for the mortgage on her property. Edward contends

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[1]*Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

[2]The district court also denied Edward's motion for reconsideration from its order enforcing the divorce decree and granted Kelley's request for attorney fees and costs for responding to the motion for reconsideration. Edward does not challenge these rulings in his briefing on appeal. *See Ozawa v. Vision Airlines, Inc.*, 125 Nev. 556, 559 n.1, 216 P.3d 788, 790 n.1 (2009) (reasoning that an appellant abandoned any challenge to an order designated in a notice of appeal by failing to address the order in its opening and reply briefs).

that to do so would unjustly confer a benefit to Kelley. Edward also contends that the portion of the decree providing for social security income equalization violated federal law. He contends that this court should remand the matter to the district court to make a just and equitable division of the property pursuant to NRS 125.150.

"The 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."). When interpreting an agreement, the court must avoid rewriting the terms to encompass more than what was intended by the parties. *See Harrison v. Harrison*, 132 Nev. 564, 570, 376 P.3d 173, 177 (2016) (explaining that the appellate court will not rewrite a contract to include terms not agreed to by the parties); *see also Reno Club, Inc. v. Young Inv. Co.*, 64 Nev. 312, 323, 182 P.2d 1011, 1016 (1947) ("This would be virtually creating a new contract for the parties, which they have not created or intended themselves, and which, under well settled rules of construction, the court has no power to do.").

This court reviews district court decisions concerning divorce proceedings, as well as those seeking reconsideration, for an abuse of discretion. *See Williams v. Williams*, 120 Nev. 559, 566, 97 P.3d 1124, 1129 (2004); *AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 589, 245 P.3d 1190, 1197 (2010). However, the interpretation of an agreement-based divorce decree presents a question of law, *see Shelton v. Shelton*, 119 Nev. 492, 497, 78 P.3d 507, 510 (2003), and we review questions of law de novo,

Evans v. Dean Witter Reynolds, Inc., 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000).

Edward fails to demonstrate that he is entitled to relief. Edward did not raise the arguments he now advances in his response to Kelley's motion to enforce the divorce decree/countermotion seeking relief from the divorce decree and, as a result, has forfeited any argument related to the same. *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 . . . is deemed to have been [forfeited] and will not be considered on appeal.").

To the extent that Edward's arguments in his motion for reconsideration below could encompass the arguments he now raises, we can discern no abuse of discretion. In granting Kelley's motion to enforce the decree and denying Edward's countermotion seeking relief from the decree, the district court rejected Edward's reading of the decree and interpretation of the settlement conference. In denying his motion to reconsider enforcing the decree, the court expressly stated that nothing in the record suggested that the decree did not accurately reflect the parties' stipulations at the settlement conference. We note that Edward did not include the transcripts of the settlement conference resolution or of the hearing on the motion to enforce the divorce decree 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 and to provide certified copies of the transcripts). We necessarily presume that these transcripts support the district court's findings. *See Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 603, 172 P.3d 131, 135 (2007)

(explaining that when an appellant "fails to include necessary documentation in the record, we necessarily presume that the missing [documents] support[ ] the district court's decision"). Accordingly, we conclude that Edward fails to demonstrate the district court abused its discretion by granting Kelley's motion to enforce the decree.

Next, Edward contends that the district court abused its discretion by awarding attorney fees to Kelley relating to the proceedings to enforce the divorce decree and respond to Edward's countermotion seeking relief from the decree. He asserts that he was not provided notice and an opportunity to be heard before attorney fees were awarded; the district court failed to articulate how his positions were frivolous; the fees, hours worked, and number of attorneys on the matter were not shown to be reasonable; and the exhibits did not sufficiently substantiate whether the expenses were reasonable given the redactions.

We review a district court's award of attorney fees for an abuse of discretion. *Miller v. Wilfong*, 121 Nev. 619, 622, 119 P.3d 727, 729 (2005). "An abuse of discretion occurs when the court's decision is not supported by substantial evidence." *Otak Nev., LLC v. Eighth Jud. Dist. Ct.*, 129 Nev. 799, 805, 312 P.3d 491, 496 (2013). However, "deference is not owed to legal error, or to findings so conclusory they mask legal error." *Davis v. Ewalefo*, 131 Nev. 445, 450, 352 P.3d 1139, 1142 (2015) (internal citations omitted). When awarding attorney fees in a family law case, the court must consider the factors set forth in *Brunzell*, 85 Nev. at 349, 455 P.3d at 33, and must also consider the disparity in the parties' incomes pursuant to *Wright v.*

Osburn, 114 Nev. 1367, 1370, 970 P.2d 1071, 1073 (1998), *see Miller*, 121 Nev. at 623-24, 119 P.3d at 730.

Here, the district court awarded attorney fees and costs to Kelley after granting Kelley's motion to enforce the divorce decree and denying Edward's countermotion seeking relief from the decree. Contrary to Edward's assertion on appeal, the district court afforded him an opportunity to be heard on the issue of attorney fees. Both Kelley and Edward sought attorney fees and the court ruled that Kelley was preliminarily entitled to such an award and directed her to submit further information in support of her request. Kelley subsequently submitted a memorandum of fees citing NRS 18.010(2) and EDCR 5.219(a). Edward filed an opposition to Kelley's memorandum. Because Edward had notice of Kelley's request for attorney fees pursuant to EDCR 5.219, he responded to her request for fees under EDCR 5.219, and the record indicates the district court addressed Kelley's request for fees at the hearing concerning her motion to enforce the decree. Edward does not demonstrate he lacked either notice or an opportunity to be heard before the district court awarded attorney fees in Kelley's favor. *See Mesi v. Mesi*, 136 Nev. 748, 750, 478 P.3d 366, 369 (2020) (explaining that due process may be satisfied through a live hearing but parties may also have a meaningful opportunity to present their case through presentation of affidavits, supporting documents, and motions).

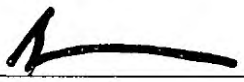
Moreover, the district court, in its written order, specifically stated it reviewed the pleadings, exhibits, and arguments made by the parties concerning an award of attorney fees, including Edward's objections

to Kelley's fee memorandum, and based on that review, determined that Kelley was entitled to an award of attorney fees. The court made findings regarding the *Brunzell* factors presented in Kelley's fee memorandum, which included information on Kelley and Edward's incomes. *See Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015) (affirming fee award because substantial evidence favored an award, and "the district court demonstrated that it considered the *Brunzell* factors"); *cf. Stubbs v. Strickland*, 129 Nev. 146, 152 n.1, 297 P.3d 326, 330 n.1 (2013) (noting that the court is not required to "articulate [specific] findings as to why attorney fees are not warranted"). Notably, the district court evaluated how much each member of Kelley's legal team worked and billed regarding the matter and deemed the amounts reasonable. The court also addressed the disparity in income between Edward and Kelley. *See Miller*, 121 Nev. at 623-24, 119 P.3d at 730; *Wright*, 114 Nev. at 1370, 970 P.2d at 1073.

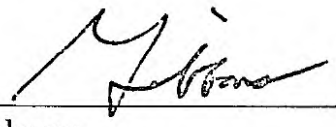
Additionally, contrary to Edward's contentions on appeal, the district court then expressly found that Edward's position was frivolous in that he failed to substantiate his argument challenging the enforcement of the divorce decree with citations to the record. Given Edward's failure to include necessary transcripts for this court's review, we presume that the transcripts support the district court's findings. *See Cuzze*, 123 Nev. at 603, 172 P.3d at 135. Although some of the charges noted in the exhibit to the fee memorandum were redacted and other charges indicated that counsel began working on the matter before the motion to enforce was filed, the district court's findings were also supported by Kelley's counsel's averment to the total amount spent on litigating this issue. *See Miller*, 121 Nev. at

623-24, 119 P.3d at 730 (stating that a party seeking attorney fees must support such a request with affidavits or other evidence that meets the *Brunzell* factors); *Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 864-65, 124 P.3d 530, 549 (2005) (recognizing that district courts are not limited to any specific approach to calculating the fee award so long as they review the matter in light of *Brunzell*). The district court's award for charges that preceded the first filing was not unreasonable given the record reflected that Kelley had attempted to address Edward's failure to pay certain funds pursuant to the decree before filing the motion to enforce the decree. Thus, the award was supported by substantial evidence and the district court did not abuse its discretion in awarding Kelley attorney fees. *See Logan*, 131 Nev. at 266, 350 P.3d at 1143. Accordingly, we

ORDER the judgment of the district court AFFIRMED.



_____, C.J.
Bulla



_____, J.
Gibbons



_____, J.
Westbrook

cc: Hon. Michele Mercer, District Judge, Family Division
Stephen E. Haberfeld, Settlement Judge
Jones & LoBello
Ghandi Deeter Blackham
Eighth District Court Clerk