

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

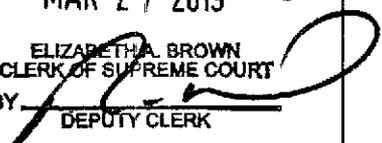
SONYA RENAE BEAVERS,
Appellant,
vs.
ANTHONY SIMS BEAVERS,
Respondent.

No. 75115-COA

FILED

MAR 27 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT

BY  DEPUTY CLERK

ORDER OF AFFIRMANCE

Sonya Renae Beavers appeals from a post-divorce decree order denying a motion for relief from judgment pursuant to NRCP 60(a). Eighth Judicial District Court, Family Court Division, Clark County; Charles J. Hoskin, Judge.

The parties were divorced by way of a decree of divorce entered in September 2013. Pursuant to the parties' divorce decree, as relevant here, Sonya was required to assume a student loan debt in the amount of approximately \$6,200.00 as her sole and separate debt. Respondent Anthony Beavers was required to assume as his sole and separate debt, a student loan debt in the amount of approximately \$48,000.00, which included approximately \$5,500.00 of a second student loan Sonya obtained, but rolled into Anthony's student loan balance. Anthony was also required to provide \$12,000.00 of his retirement balance to Sonya, which the court anticipated she would roll-over into a new retirement account so as not to incur any penalties.

In a post-divorce decree hearing regarding Sonya's motion for reconsideration of certain provisions in the divorce decree and for spousal and child support arrears, Anthony represented that he was paying for the \$6,200 student loan debt that Sonya was required to take as her sole and separate debt, as it was rolled into his student loan debt. The court indicated that it believed at the time the decree was entered, that there were two separate student loan amounts, one in the amount of approximately \$6,200.00 awarded to Sonya and one in the amount of approximately \$48,000.00 awarded to Anthony. However, if it were true that Sonya's \$6,200.00 student loan was rolled into Anthony's and he was in fact paying her student loan balance, then she was required to pay Anthony the \$6,200.00. At the conclusion of the hearing, the court ordered the parties to determine whether Anthony did, in fact, pay for Sonya's \$6,200.00 student loan debt, but stated that if they could not resolve the matter themselves, he would enter judgment against Sonya, in favor of Anthony, in the amount of \$6,200.00.

Following the hearing, Sonya's counsel drafted a proposed order which indicated that judgment was entered against Sonya, and in favor of Anthony, in the amount of \$6,200.00 for the student loan awarded to Sonya in the divorce decree, but which was rolled into Anthony's student loan and that Anthony was paying. Anthony's counsel signed off on the order as to its form and content, the district court signed the order, and it was filed December 3, 2013.

In 2017, Sonya filed a motion for an order to show cause why Anthony should not be held in contempt for failing to pay Sonya \$12,000.00

from his retirement account pursuant to the decree of divorce. Anthony asserted that he should receive an offset in the amount of \$6,200.00 for the judgment entered in his favor in 2013, which he asserted Sonya never paid. Based on this assertion, Sonya filed a motion for relief from judgment pursuant to NRCP 60(a), asserting that the 2013 order entering judgment against her in the amount of \$6,200.00 was a mistake based on oversight or omission, as the court did not ever enter judgment against her, but stated that if the parties could not agree, the court would enter judgment. The district court denied Sonya's NRCP 60(a) motion and this appeal followed.

NRCP 60(a) allows the district court to correct judgments, orders, or other parts of the record that include errors arising from oversights or omissions. This court reviews the district court's denial of a motion to correct an error pursuant to NRCP 60(a) for an abuse of discretion. *See Mack v. Estate of Mack*, 125 Nev. 80, 92-93, 206 P.3d 98, 106-07 (2009).

Here, our review of the record indicates that the district court's written judgment was different from its oral pronouncement during the hearing, as the court stated its intent to enter judgment against Sonya only if the parties could not resolve the issue amongst themselves and Anthony did, in fact, pay the \$6,200.00 student loan debt assigned to Sonya in the decree of divorce. Indeed, the district court indicated at the hearing on Sonya's NRCP 60(a) motion that the written order does not reflect what the court orally pronounced from the bench. Accordingly, the district court had discretion to correct the order entering judgment against Sonya if it deemed appropriate. *See Frontier Ins. Serv. Inc. v. State ex rel. Gates*, 109 Nev. 231,

239, 849 P.2d 328, 333 (1993) (explaining that NRC 60(a) permits the court to correct clerical mistakes, errors arising from oversight or omissions, or when “the error is a failure to make the written conclusions of law and judgment truly speak the determination which had been made.” (internal quotation marks omitted)).

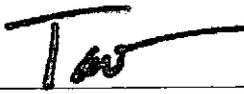
However, the district court was also free to reconsider its oral decision prior to the entry of the written judgment and issue a written decision that was different from its oral pronouncement, and only the written judgment has any effect. *Rust v. Clark Cty. Sch. Dist.*, 103 Nev. 686, 688-89, 747 P.2d 1380, 1382 (1987); *see also Holt v. Reg'l Tr. Servs. Corp.*, 127 Nev. 886, 895, 266 P.3d 602, 608 (2011) (explaining that the “court may consult the record and proceedings” leading to another order only when that order is ambiguous); *Mortimer v. Pac. States Sav. & Loan Co.*, 62 Nev. 142, 153, 145 P.2d 733, 735-36 (1944) (holding that a district court's formal written order controls over a conflict in the minute order and noting that the “court is presumed to read and know what it signs”).

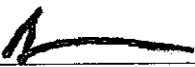
The district court's order denying Sonya's NRC 60(a) motion indicates that, although the 2013 order entering judgment against Sonya did not reflect the court's oral ruling, the order was drafted by Sonya's counsel and was signed by both parties, such that the order could not be construed as containing an oversight or omission. Additionally, the court noted that the 2013 order was consistent with the court's oral ruling to the extent that the court ordered the parties to resolve the matter amongst themselves and therefore, at the very least, the order submitted by the parties could be construed as a stipulation between the parties. Thus, based

on the record before us, we cannot conclude that the district court's understanding of the written order and denial of Sonya's NRCP 60(a) motion constituted an abuse of discretion. *See Mack*, 125 Nev. at 92-93, 206 P.3d at 106-07. Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Bulla

cc: Hon. Charles J. Hoskin, District Judge, Family Court Division
Bowen Law Offices
Anthony Sims Beavers
Eighth District Court Clerk