IN THE SUPREME COURT OF THE STATE OF NEVADA

IAN CHRISTOPHERSON, D/B/A CHRISTOPHERSON LAW OFFICES, Appellant, vs. ZURICH AMERICAN INSURANCE GROUP; ZURICH AMERICAN INSURANCE COMPANY; AND AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY, Respondents.	No. 48345
IAN CHRISTOPHERSON, D/B/A CHRISTOPHERSON LAW OFFICES, Appellant, vs. ALVERSON, TAYLOR, MORTENSEN, NELSON & SANDERS, A NEVADA LAW FIRM; J. BRUCE ALVERSON, ESQ.; DAVID J. MORTENSEN, ESQ.; AND NATHAN R. REINMILLER, ESQ., Respondents.	No. 49285

FILED

JUN 30 2008

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

These are consolidated appeals from district court orders dismissing complaints in civil actions. Eighth Judicial District Court, Clark County; Jessie Elizabeth Walsh, Judge.[1]

[1]Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this appeal.

08-16578

The parties are familiar with the facts, and we do not recount them except as pertinent to our disposition.

Appellant Ian Christopherson argues on appeal that the district court erred in enforcing the settlement agreement and dismissing the cases against respondents Zurich American Insurance Group, Zurich American Insurance Company, and American Guarantee and Liability Insurance Company (collectively referred to as the insurance entities) and respondents Alverson, Taylor, Mortensen, Nelson & Sanders, J. Bruce Alverson, David J. Mortensen, and Nathan R. Reinmiller. We conclude that this argument lacks merit.

Christopherson contends that the district court erred in enforcing the settlement agreement and dismissing the case against the insurance entities because the district court did not have jurisdiction to do so. Christopherson argues that because the district court entered an amended order after he had filed his initial notice of appeal, the district court's dismissal was void under NRCP 60(a) because the insurance entities had not sought leave from this court.[2]

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[2]NRCP 60(a) provides in pertinent part (emphasis added):

> Clerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal, such mistakes may be so corrected before the appeal is docketed in the appellate court, and thereafter while the appeal is pending may be so corrected with leave of the appellate court.

We conclude that Christopherson's jurisdiction argument is without merit because Christopherson's initial notice of appeal was premature—as Christopherson acknowledges that there had been no entry of dismissal when the district court had first decided to dismiss the case with prejudice. While the district court loses jurisdiction when dismissing a case with prejudice,[3] "a premature notice of appeal fails to vest jurisdiction in this court."[4] Therefore, we conclude that the district court had jurisdiction to dismiss Christopherson's action against the insurance entities with prejudice.

Christopherson further contends that the district court erred in determining that a settlement agreement had been reached because the requirements of DCR 16 had not been met. DCR 16 provides in pertinent part:

> No agreement or stipulation between the parties in a cause or their attorneys, in respect to proceedings therein, will be regarded unless the same shall, by consent, be entered in the minutes in the form of an order, or unless the same shall be in writing subscribed by the party against whom the same shall be alleged, or by his attorney.

Christopherson additionally argues that there was no binding settlement agreement under Resnick v. Valente.[5] In Resnick, this court held that "[b]y requiring that all settlements either be reduced to a signed writing or

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[3]SFPP, L.P. v. Dist. Ct., 123 Nev. ___, ___, 173 P.3d 715, 717 (2007).

[4]See NRAP 4(a); Rust v. Clark Cty. School District, 103 Nev. 686, 388, 747 P.2d 1380, 1381-82 (1987).

[5]97 Nev. 615, 616-17, 637 P.2d 1205, 1206 (1981).

be entered in the court minutes following a stipulation, the court has an efficient method for determining genuine settlements and enforcing them," in order to "[enhance] the reliability of actual settlements."[6] As such, Christopherson argues that because the settlement agreement was not reduced to a writing, which the district court set as a condition of its approval, the settlement agreement transcribed in the record was not sufficient to make it binding.

We conclude that because the pre-condition of there being a writing was not stipulated to by the parties, the district court did not err in later enforcing the settlement agreement under the insurance entities' motion to enforce the settlement agreement.[7] The record reveals that the parties were unable to reach a written settlement because of Christopherson's unwillingness to subsequently enter into a written agreement and his unwillingness to comply with the agreed upon terms as stated in open court. Thus, we conclude that Christopherson's unwillingness to comply with the open-court settlement agreement permitted the district court to enforce the settlement agreement despite there being no writing; the district court had the discretion not to enforce

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[6]Id.

[7]Christopherson cites to Sala & Ruthe Realty, Inc. v. Campbell, 89 Nev. 483, 487, 515 P.2d 394, 396 (1973), for the proposition that no contract exists if a condition precedent to the contract fails to take place. We conclude that the holding in Campbell is not applicable in this case because the parties had not expressly stipulated to this provision. Because the district court sua sponte imposed this term, it had the discretion to not enforce this term.

its own condition of there being a written agreement because of Christopherson's unwillingness to honor the agreed upon terms.[8]

Further, we conclude that the requirements under DCR 16 and Resnick have been met because the transcripts and minutes from the district court hearing, wherein the parties made record of their settlement to the district court, show that a settlement agreement had been reached and approved by the district court. Therefore, we conclude that the district court did not err in enforcing the settlement agreement.

Because the district court did not err in enforcing the settlement agreement, we conclude that the district court also did not err in dismissing Christopherson's separate action against Alverson Taylor and its attorneys. Because the settlement provided for such dismissal, the district court appropriately dismissed Christopherson's separate action against Alverson Taylor and its attorneys.

Consequently, we conclude that the district court did not err in enforcing the settlement agreement and in dismissing the insurance entities and Alverson Taylor and its attorneys in the underlying matter.[9] Accordingly, we

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[8]See May v. Anderson, 121 Nev. 668, 674-75, 119 P.3d 1254, 1258-59 (2005) (stating that because a settlement contract is formed when the parties have agreed to its material terms, even though the exact language is finalized later, a party's refusal to later execute a release document after agreeing upon the release's essential terms does not render the settlement agreement invalid).

[9]As to Christopherson's contention that the district court erred in sealing the record, we conclude that it is without merit because the affected parties had expressly agreed to seal the record in this matter. Further, we decline to address the parties' contentions relating to whether

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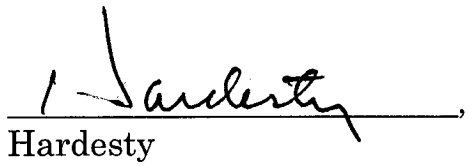
ORDER the judgment of the district court AFFIRMED.



_____, J.
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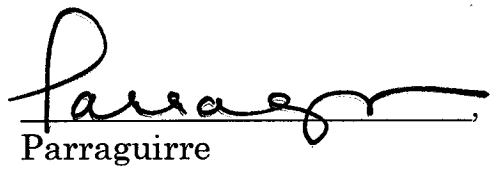

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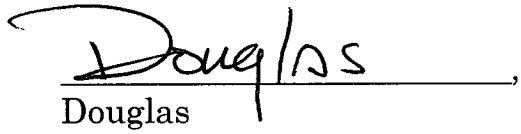
Parraguirre



_____, J.
Douglas

cc: Hon. Jessie Elizabeth Walsh, District Judge
Hon. Mark R. Denton, District Judge
Kristina Pickering, Settlement Judge
Thomas F. Christensen, Settlement Judge
Christopherson Law Offices
Alverson Taylor Mortensen & Sanders
Eighth District Court Clerk

. . . continued

the settlement agreement had been breached; these issues are not ripe in this appeal.