

IN THE SUPREME COURT OF THE STATE OF NEVADA

BELLAGIO, LLC, A NEVADA LIMITED LIABILITY COMPANY; LEXINGTON INSURANCE COMPANY; EVEREST REINSURANCE (BERMUDA), LTD.; AXIS SPECIALTY RISK; ALLIED WORLD ASSURANCE COMPANY, LTD.; WESTCHESTER SURPLUS LINES INSURANCE COMPANY; AND ARCH INSURANCE GROUP,

Appellants,

vs.

MARNELL CORRAO & ASSOCIATES, INC., A NEVADA CORPORATION; BOMBARD ELECTRIC, LLC, A NEVADA LIMITED LIABILITY COMPANY; AND STURGEON ELECTRIC COMPANY, INC., A MICHIGAN CORPORATION,

Respondents.

No. 48793

FILED

MAR 02 2007

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY *J. Richards*
CHIEF DEPUTY CLERK


ORDER DISMISSING APPEAL

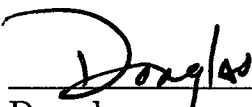
Appellants filed a "Notice of Withdrawal of Appeal," indicating that appellants wished to "voluntarily withdraw the appeal." Respondents have filed a response to that notice. Respondents aver that "appellant's unilateral Notice of Withdrawal of Appeal is not sufficient to dismiss this appeal." Rather, respondents state that the parties' settlement agreement, which includes an agreement to dismiss this appeal, "is sufficient to result in a dismissal of the appeal." Respondents have

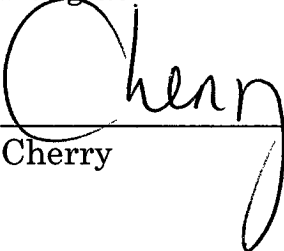
attached a copy of the parties' settlement agreement to their response,¹ and request this court to enter an order dismissing the appeal pursuant to the terms and conditions of the agreement.

We note that under NRAP 42(b), this court may dismiss an appeal pursuant to the parties' stipulation or an appellant's motion to voluntarily dismiss an appeal. We elect to treat appellants' notice of withdrawal as a motion to voluntarily dismiss this appeal pursuant to the parties' settlement agreement. Cause appearing, we grant that motion and dismiss this appeal.

It is so ORDERED.²


_____, J.
Gibbons


_____, J.
Douglas


_____, J.
Cherry

¹ We note that, generally, parties should not file a copy of the written settlement agreement with this court. See NRAP 16(e)(4) (When a settlement is reached, the parties should execute a settlement agreement and stipulation to dismiss the appeal, and file the stipulation to dismiss with the court. The settlement agreement does not need to be filed with the court.)

² In light of this order, we deny as moot respondent Sturgeon Electric Company, Inc.'s "Motion to Dismiss and Partial Motion to Strike Notice of Appeal."

cc: Eighth Judicial District Court Dept. 18, District Judge
William C. Turner, Settlement Judge
Clausen Miller, P.C.
Lefebvre & Associates, Chtd.
Doyle Berman Gallenstein, P.C.
Lewis Brisbois Bisgaard & Smith, LLP
Peel Brimley LLP
Eighth District Court Clerk