

IN THE SUPREME COURT OF THE STATE OF NEVADA

ONECAP PARTNERS MM, INC., A
NEVADA CORPORATION; AND
VINCENT W. HESSER, AN
INDIVIDUAL,
Appellants,
vs.
KENNEDY FUNDING, INC., A NEW
JERSEY CORPORATION,
Respondent.

No. 55654

FILED

FEB 10 2012

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY R. Malone
DEPUTY CLERK

ORDER OF AFFIRMANCE

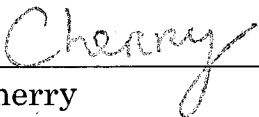
This is an appeal from a district court summary judgment in a guaranty contract action. Eighth Judicial District Court, Clark County; Elizabeth Goff Gonzalez, Judge.


On appeal, appellants challenge the district court's order granting summary judgment in favor of respondent based on the guaranty contract. Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Once the movant has properly supported the summary judgment motion, the nonmoving party may not rest upon general allegations and conclusions, but must instead set forth, by affidavit or otherwise, specific facts demonstrating the existence of a genuine issue of material fact for trial to avoid summary judgment. NRCP 56(e); Wood, 121 Nev. at 731, 121 P.3d at 1030-31. This court reviews an order granting summary judgment de novo. Wood, 121 Nev. at 729, 121 P.3d at 1029.

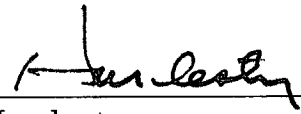
Having reviewed the briefs and appendices on appeal, we conclude that the district court properly granted summary judgment. The district court properly concluded that appellants failed to set forth sufficient facts to demonstrate a material issue of fact to avoid summary judgment.¹ *Id.* at 729, 731, 121 P.3d at 1029, 1030-31.

Additionally, appellants seek to raise on appeal several statutory arguments that they assert require reversal of the district court's summary judgment and final judgment. These arguments are waived, however, because appellants failed to first raise them in the district court. See Old Aztec Mine, Inc. v. Brown, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (stating that this court will not consider an issue raised for the first time on appeal). Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, J.
Cherry


_____, J.
Pickering


_____, J.
Hardesty

cc: Hon. Elizabeth Goff Gonzalez, District Judge
Robert F. Saint-Aubin, Settlement Judge
Harold P. Gewerter, Esq., Ltd.
Santoro, Driggs, Walch, Kearney, Holley & Thompson/Las Vegas
Eighth District Court Clerk

¹We conclude that appellants' argument that the settlement agreement in a separate bankruptcy action between respondent and a third party precluded summary judgment or required the district court to stay this case lacks merit.