

IN THE SUPREME COURT OF THE STATE OF NEVADA

RADESA WADE,  
Appellant,  
vs.  
RYAN CARPENTER,  
Respondent.

No. 56858

**FILED**

DEC 09 2010

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

ORDER DISMISSING APPEAL

This is an appeal from a district court order enforcing a settlement agreement in a negligence action. Eighth Judicial District Court, Clark County; Michelle Leavitt, Judge.

When our preliminary review of the docketing statement and the NRAP 3(g) documents revealed a potential jurisdictional defect, we ordered appellant to show cause why this appeal should not be dismissed for lack of jurisdiction. Specifically, it appeared that the district court had not entered a final written judgment adjudicating all the rights and liabilities of all the parties, since the appealed order merely enforces a settlement agreement but does not dismiss or otherwise finally resolve the action. Appellant and respondent timely responded to our show cause order.<sup>1</sup>

Having reviewed the responses, we conclude that we lack jurisdiction over this appeal. Under NRAP 3A(b)(1), an order is appealable as final when it “disposes of all the issues presented in the

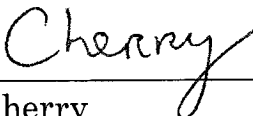
---


<sup>1</sup>Appellant’s motion to supplement her response to the show cause order is granted; we have considered the transcript attached to the motion as Exhibit 1.

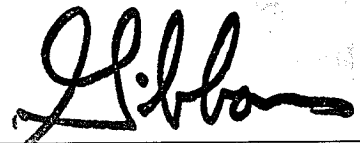
case, and leaves nothing for the future consideration of the court, except for post-judgment issues such as attorney's fees and costs." Lee v. GNLV Corp., 116 Nev. 424, 426, 996 P.2d 416, 417 (2000). When the parties settle an action by agreement, "matters potentially remain for the district court's consideration," "[u]ntil a stipulation to dismiss [the] action is signed and filed in the trial court, or until [the] entire case is resolved by some other final, dispositive ruling." Valley Bank of Nevada v. Ginsburg, 110 Nev. 440, 446, 874 P.2d 729, 733 (1994) (noting that the district court's order approving a settlement agreement was interlocutory, since the claims were not dismissed or otherwise finally resolved); cf. NRS 17.115 (explaining that, after a party accepts an offer of judgment, either a judgment must be entered or the case must be dismissed); see generally St. Louis Union Sta. v. Discovery Ch. Store, 272 S.W.3d 504, 505 (Mo. Ct. App. 2008) (noting that, in Missouri, "[a]n order granting a motion to enforce settlement is not a final, appealable judgment. Instead, it is interlocutory and becomes final only after the trial court has entered a judgment on the settlement and dismissed the underlying petition" (citation omitted)).

Here, the district court's order enforcing a settlement agreement did not finally and formally resolve appellant's negligence claim. Accordingly, that order is interlocutory. As we lack jurisdiction over the interlocutory order, we

ORDER this appeal DISMISSED.

  
\_\_\_\_\_, J.  
Cherry

  
\_\_\_\_\_, J.  
Saitta

  
\_\_\_\_\_, J.  
Gibbons

cc: Hon. Michelle Leavitt, District Judge  
William F. Buchanan, Settlement Judge  
Seegmiller & Associates  
Atkin Winner & Sherrod  
Eighth District Court Clerk