IN THE SUPREME COURT OF THE STATE OF NEVADA

DENNIS GRAY, III,
Appellant,
vs.
WELLS FARGO HOME MORTGAGE, INC.; WELLS FARGO BANK, N.A.; AND QUALITY LOAN SERVICE CORPORATION,
Respondents.

No. 62408

FILED

JAN 21 2014

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order denying a petition for judicial review in a Foreclosure Mediation Program (FMP) matter. Eighth Judicial District Court, Clark County; Kathleen E. Delaney, Judge.

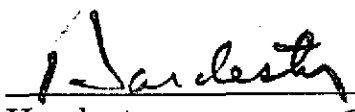
Appellant contends that the district court erred when it determined that the parties reached an enforceable settlement agreement at the mediation. Consequently, appellant contends that the district court improperly refused to consider appellant's arguments regarding respondent Wells Fargo Bank, N.A.'s alleged violations of the FMP statute and rules. *See Jones v. SunTrust Mortg., Inc.*, 128 Nev. ___, ___, 274 P.3d 762, 764 (2012) (recognizing that a party to a mediation may not raise arguments regarding violations of the FMP statute or rules if that party entered into an enforceable agreement at the mediation). We affirm.

Because a settlement agreement is a contract, it must be supported by consideration to be enforceable. *Id.* "[C]onsideration may be any benefit conferred or any detriment suffered . . . ." *Nyberg v. Kirby*, 65 Nev. 42, 51, 188 P.2d 1006, 1010 (1948) (internal quotation marks omitted). Here, as part of the parties' agreement, Wells Fargo afforded appellant roughly one month to pursue a short sale. While this may have been a narrow time frame, the fact remains that this was a benefit

conferred on appellant.[1] *See id.* ("[T]he law will not enter into an inquiry as to [consideration's] adequacy." (internal quotation marks omitted)); 3 Richard A. Lord, *Williston on Contracts* § 7:21 (4th ed. 2008) ("It is an elementary and oft quoted principle that the law will not inquire into the adequacy of consideration as long as the consideration is otherwise valid or sufficient to support a promise.").

Accordingly, the agreement reached at mediation was supported by consideration and was therefore enforceable.[2] Consequently, the district court properly declined to consider appellant's arguments regarding Wells Fargo's alleged violations of the FMP statute and rules. *Jones*, 128 Nev. at ___, 274 P.3d at 764. We therefore

ORDER the judgment of the district court AFFIRMED.



_____, J.
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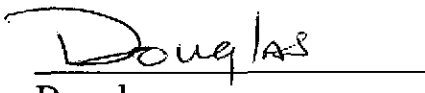

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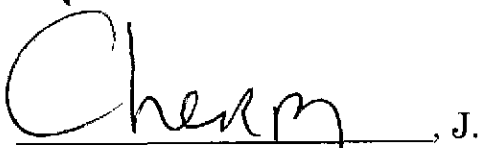
Douglas



_____, J.
Cherry

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[1]Appellant acknowledged as much in his district court affidavit when he attested to understanding that a short sale, if successful, would have salvaged his credit. On appeal, appellant contends that the agreement was illusory because it would have been virtually impossible to complete a short sale in the one-month time frame. This argument, however, is negated by appellant's affidavit in which he attested to the parties' mutual understanding that the short sale did not need to be *completed* in the one-month time frame.

[2]Appellant also argues that the agreement lacked sufficient terms to be enforceable. Because this argument was not raised in district court, we decline to consider it on appeal. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981). We likewise decline to consider appellant's district court argument regarding Wells Fargo's failure to perform, as this argument has not been pursued on appeal.

cc: Hon. Kathleen E. Delaney, District Judge
Crosby & Fox, LLC
McCarthy & Holthus, LLP/Las Vegas
Eighth District Court Clerk