

IN THE SUPREME COURT OF THE STATE OF NEVADA

JOHN R. VEGA,

No. 35928

Appellant,

vs.

THE BRYANT 1991 TRUST, LISA BRYANT
AND RON BRYANT, TRUSTEES; AND R.W.
STUCCO, INC., A NEVADA
CORPORATION,

Respondents.

FILED

FEB 05 2001

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

ORDER DISMISSING APPEAL

On January 22, 2001, the parties to this appeal filed a "stipulation dismissing appeal" pursuant to a settlement agreement reached by them. The stipulation is signed by the attorney of record for respondents, and by pro per appellant John R. Vega. As the parties have complied with the requirements of NRAP 42(b), we grant their joint motion to dismiss this appeal. Accordingly, we dismiss this appeal. The parties shall bear their own fees and costs.

It is so ORDERED.

Shearing

Shearing J.

Agosti

Agosti J.

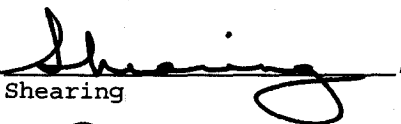
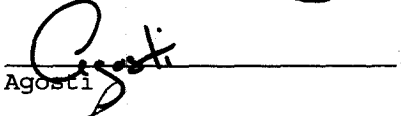

Leavitt

Leavitt J.

cc: Hon. Nancy M. Saitta, District Judge
Hardy & Hardy
John R. Vega
Clark County Clerk

...
Mausbach. Lastly, respondents shall address whether the district court improperly entered a judgment, and/or the arbitrator improperly issued an award, obligating John R. Vega, individually, to pay for the aggregate \$18,500 in lath and plaster services performed by R. W. Stucco, Inc. at the three Vega Estate homes and at the real property known as the Baker Commodity Building.² See NRS 38.145(c) (mandating that a court vacate an award where an arbitrator exceeded his powers); NRS 38.155(1)(a) (mandating that a court modify or correct an arbitration award where there is an evident mistake in the description of any person referred to in the award). The response must comply with NRAP 28, 28A, 30, 31, and 32.

It is so ORDERED.³


Shearing J.

Agosti J.

Leavitt J.

... continued

counsel and entered by the court, as constituting an award of both prejudgment and postjudgment interest.

²We note in the record that during the pendency of this action below, respondents consistently and repeatedly represented that they entered into two separate oral agreements "with [John R.] Vega on behalf of the Vega [Family] Trust" around February of 1997 with respect to the lath and plaster services performed at the Vega Estates and the Baker Commodity Building. See, e.g., Second Amended Complaint, ¶¶ 7, 8. If in fact John R. Vega entered into said agreements in his representative capacity as trustee, it is not readily apparent in the record what legally cognizable claims supported issuance of an arbitration award, and entry of a judgment, against John R. Vega individually for the \$18,500 value of the lath and plaster services.

³We direct the clerk of the court to modify the caption on this court's docket to reflect the partial disposition set forth in this order. We further direct the clerk of the court to modify the caption on this court's docket to properly reflect respondents in this case, as shown in the caption of this order.