IN THE COURT OF APPEALS OF THE STATE OF NEVADA

DEBRA POURMIRZA,
Appellant,
vs.
BELLAGIO, LLC,
Respondent.

No. 67968

ORDER OF AFFIRMANCE

This is an appeal from district court orders granting a motion to enforce settlement and dismissing appellant's complaint with prejudice in a personal injury action. Eighth Judicial District Court, Clark County; Joanna Kishner, Judge.

Appellant filed a personal injury complaint against respondent, a hotel casino, alleging that she slipped and fell on water that had accumulated on the floor, resulting in numerous injuries.[1] As the case proceeded to trial, the district court granted appellant's counsel's unopposed motion to withdraw and then, at respondent's request, ordered

[1]Initially, MGM Resorts International was also named as a defendant, but the parties stipulated to its dismissal from the case. Because appellant stipulated to MGM's dismissal, she is not aggrieved by that dismissal, and we therefore lack jurisdiction to address her challenge to the dismissal on appeal. *See* NRAP 3A(a) (requiring a party to be aggrieved by an order or judgment in order to have standing to appeal); *see also Vinci v. Las Vegas Sands, Inc.*, 115 Nev. 243, 246, 984 P.2d 750, 752 (1999) (holding that a party who stipulated to dismiss a claim could not appeal the judgment as to that claim because she was not aggrieved).

the parties to a mandatory settlement conference pursuant to EDCR 2.51(a), which permits a court to order the parties to participate in a settlement conference "[a]t the request of any party." The district court also extended the trial date by two months to allow appellant time to find new counsel, which she did by the time the settlement conference was held. While the parties did not come to an agreement at the settlement conference, the matter eventually settled at the pretrial conference.

At the pretrial conference, which was recorded and transcribed by a court reporter, appellant and respondent agreed, via counsel, to settle the matter for $68,000. Additional terms discussed on the record included that appellant would dismiss her claims with prejudice, that there would be a confidentiality provision, and that, to the extent any medical liens may arise in the future, they would be appellant's responsibility. After the conference, appellant's counsel sent a letter to the court and respondent confirming the settlement and asking that all pending dates be taken off the calendar. Subsequently, however, appellant refused to sign the written settlement agreement. Respondent moved to enforce the settlement agreement, and the district court granted the motion based on the material terms having been agreed to on the record at the pretrial conference and appellant's counsel's letter confirming the agreement.[2] The parties then stipulated to dismiss the case with prejudice, and this appeal followed.

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[2]Because appellant would not sign the agreement, the order also incorporated the agreement and deemed that appellant had executed it.

Appellant first alleges that the district court erred in granting respondent's motion to enforce the settlement agreement because there was no meeting of the minds as to the material terms of the agreement. Having reviewed the record and appellant's arguments, we conclude that the district court properly granted respondent's motion to enforce the settlement. The parties' agreement to the essential terms is evidenced by the transcript from the pretrial conference where the settlement occurred. *See May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005) (requiring that the material terms be agreed upon for a court to compel compliance with a settlement agreement). Specifically, the transcript shows that appellant agreed to settle her case for a specific amount, agreed to release her claims, and agreed to indemnify respondent against any future medical liens. Indeed, in her appeal statement, appellant does not identify any material terms that were left undecided after the settlement conference.

Furthermore, although it was appellant's counsel who appeared on the record agreeing to the settlement, appellant does not assert that her counsel lacked the authority to settle or that she did not agree to the terms when they were initially presented to her. *See NC-DSH, Inc. v. Garner*, 125 Nev. 647, 656-57, 218 P.3d 853, 860 (2009) (recognizing that an attorney who has express or implied authority to settle a case generally binds the attorney's client when entering into such a settlement); *cf. Tahoe Vill. Realty v. DeSmet*, 95 Nev. 131, 134, 590 P.2d 1158, 1161 (1979) (holding that a party will not be relieved from a judgment on the grounds that the party's counsel acted with "neglect, carelessness, forgetfulness, or inattention" that resulted in the challenged

judgment (internal quotation marks omitted)), *abrogated on other grounds by Ace Truck & Equip. Rentals, Inc. v. Kahn*, 103 Nev. 503, 507, 746 P.2d 132, 135 (1987). Only when appellant received an updated report from her doctor, after the settlement was agreed to, did she become unhappy and refuse to sign the written settlement agreement.[3] On appeal, appellant argues that the terms of the agreement were unreasonable and that respondent did not act in good faith. Her assertions, however, do not demonstrate that the agreement was unconscionable, illegal, or in violation of public policy, and thus, we conclude that the agreement was enforceable. *See Rivero v. Rivero*, 125 Nev. 410, 429, 216 P.3d 213, 226 (2009) ("Parties are free to contract, and the courts will enforce their contracts if they are not unconscionable, illegal, or in violation of public policy.").

Appellant also makes numerous arguments against her counsel who procured the settlement, alleging that he did not handle the case in the manner she would have liked, specifically referring to his decisions not to pursue a negligence per se claim and to remove certain affirmative defenses from the pretrial conference report. These arguments relating to her attorney's performance, however, do not provide a basis to

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[3]Appellant also asserts that the district court erred in not addressing her objections regarding the settlement agreement. We find this argument has no merit as the record shows that the district court allowed appellant to present arguments—over the objections of opposing counsel and even though her own counsel was present—as to why the settlement agreement should not be enforced.

reverse the district court's decision to enforce the settlement agreement.[4] *See id.*; *see also NC-DSH*, 125 Nev. at 656-57, 218 P.3d at 860.

As we conclude that the district court properly granted the motion to enforce the settlement agreement, we

ORDER the judgment of the district court AFFIRMED.

_____, C.J.
Gibbons

_____, J.
Tao

_____, J.
Silver

cc: Hon. Joanna Kishner, District Judge
Debra Pourmirza
Hall Jaffe & Clayton, LLP
Eighth District Court Clerk

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[4]Appellant's remaining arguments on appeal are that the district court should have "given rise" to her new counsel, that the district court erred in regard to the medical providers in the settlement agreement, and that the court erred in granting respondent's motions. These arguments are not cogently argued, and, therefore, we need not consider them. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (providing that appellate courts need not consider claims that are not cogently argued on appeal).