IN THE COURT OF APPEALS OF THE STATE OF NEVADA

SAEED BARADAR GOHARI, AN INDIVIDUAL,
Appellant,
vs.
SCOTT MICHAEL CANTOR, LTD.,
Respondent.

No. 68139

ORDER DISMISSING APPEAL

This is an appeal from a district court order adjudicating an attorney's lien and reducing the lien to judgment.

Our review of the documents transmitted to this court pursuant to NRAP 3(g) and 11(a)(2) reveals a jurisdictional defect. Specifically, it does not appear that a final judgment has been entered in the underlying case. In determining whether an order or judgment is final, we employ a functional approach by "looking to what the order or judgment actually *does*." *Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 444-45, 874 P.2d 729, 733 (1994). Under this approach, an order or judgment is not final unless it "disposes of the issues presented in the case . . . and leaves nothing for the future consideration of the court." *Id.* at 445, 874 P.2d at 733 (alteration in original) (internal quotation marks omitted).

In this case, while the district court entered an order enforcing the parties' disputed settlement agreement on February 2, 2015, that order merely provides that all claims between the parties "are to be rendered dismissed with prejudice" upon deposit of the settlement proceeds. Thus, by its clear terms, this order does not dismiss all claims

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between the parties, but rather, contemplates dismissal at a later date following satisfaction of a condition precedent.

When a district court purports to resolve an action by enforcing a settlement agreement, such an order is not final and appealable until all claims are dismissed or otherwise resolved. *Id.* at 446, 874 P.2d at 733-34; *Brown v. MHC Stagecoach, LLC*, 129 Nev. ___, ___, 301 P.3d 850, 852-53 (2013) (explaining that an order statistically closing a case is not a final judgment and concluding that the district court's order enforcing a settlement agreement does not become appealable until the district court "enter[s] a judgment or order that finally and completely resolves [the underlying] claims"). Thus, because the February 2 order enforcing the settlement agreement does not dismiss or formally resolve the underlying claims, it does not constitute a final, appealable determination. And while the settlement proceeds were ultimately deposited in the district court, based on our review of the record, it does not appear that the district court ever entered an order that formally dismissed or otherwise resolved the underlying claims based on the satisfaction of this condition precedent. Thus, we conclude that no final appealable judgment has been entered resolving the underlying action.

Here, the documents before us suggest that appellant seeks to appeal the district court's May 27, 2015, order adjudicating respondent's attorney's lien and reducing that lien to judgment, rather than the February 2 order enforcing the settlement agreement.[1] But under the

[1]While the notice of appeal and civil appeal statement form designate the May 27, 2015, order as the one being challenged on appeal, the arguments contained in the appeal statement could also be directed at the February 2, 2015, order.

circumstances presented here, where no final, appealable judgment has been entered, the May 27 order is not appealable. *See* NRAP 3A(b) (setting forth the orders and judgment from which an appeal may be taken); *Taylor Constr. Co. v. Hilton Hotels Corp.*, 100 Nev. 207, 209, 678 P.2d 1152, 1153 (1984) (providing that an appeal may be considered only when the appeal is authorized by statute or court rule).

For the reasons set forth above, we conclude that we lack jurisdiction over this appeal and that the appeal must therefore be dismissed. Nonetheless, once a written, file-stamped order dismissing or otherwise resolving the underlying claims has been entered, appellant may file a notice of appeal challenging that decision. Further, appellant may challenge either or both of the February 2 and May 27 orders in the context of his appeal from that final order. *See Consol. Generator-Nev., Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (1998) (providing that an appellate court may address an interlocutory order when considering an appeal from a final judgment).

It is so ORDERED.[2]

_____, C.J.
Gibbons

_____, J.
Silver

[2]The Honorable Jerome Tao, Judge, voluntarily recused himself from participating in the decision of this matter.

cc: Hon. Louis Eric Johnson, District Judge
Saeed Baradar Gohari
Scott Michael Cantor, LTD.
Eighth District Court Clerk