

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

CHARLES ERNST,  
Appellant,  
vs.  
ROSEMARY ERNST,  
Respondent.

No. 70652

**FILED**

DEC 14 2017

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Charles Ernst appeals from a district court divorce decree and a post-divorce decree order amending the decree. Eighth Judicial District Court, Family Court Division, Clark County; T. Arthur Ritchie, Jr., Judge.

Charles filed a complaint for divorce against Rosemary Ernst. Ultimately, the parties agreed to a settlement of the underlying action, which was placed on the record and a decree of divorce based on this settlement agreement was subsequently entered. This decree was later modified on Rosemary's motion due to Charles' failure to disclose a bank account pertinent to the valuation of a business that was distributed per the settlement. On appeal, Charles seeks to have the divorce decree set aside because, among other things, he alleges that it does not reflect the settlement agreement as he understood it. He also summarily asserts that the valuation of the business distributed by the decree was erroneous.

Pursuant to DCR 16, "[a]n agreement to settle pending litigation can be enforced" if it is "entered in the court minutes following a stipulation." *Grisham v. Grisham*, 128 Nev. 679, 683, 289 P.3d 230, 233

(2012) (internal quotation marks omitted).<sup>1</sup> “DCR 16 applies to divorce and dissolution disputes equally with any other kind of civil litigation.” *Id.* A district court’s decision regarding the enforcement of a settlement agreement under DRC 16 is reviewed for an abuse of discretion. *Id.* at 686, 289 P.3d at 235.

Here, the requirements of DCR 16 were met, as the parties stipulated to a settlement agreement which was entered into the court minutes and subsequently memorialized in the written decree of divorce. To the extent that Charles argues that the terms of the decree do not reflect his understanding of what the parties’ agreed to, there is nothing in the record indicating that Charles made any specific objections to the terms of the settlement agreement set forth in the minutes and, as such, the settlement agreement was enforceable. *See Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1118-19, 197 P.3d 1032, 1042-43 (2008) (explaining that when parties mutually agree to a settlement and the settlement is entered into before the court without any objections from the parties, and reduced to writing in an order, the settlement is enforceable); *see also Grisham*, 128 Nev. at 687, 289 P.3d at 236 (providing that a party’s failure to object to terms entered on the record is evidence of the party’s consent to the settlement terms). Along the same lines, once the decree was entered, the record does not indicate that Charles ever sought relief from

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<sup>1</sup>Because this matter arises out of the Eighth Judicial District Court, the applicable rule would be EDCR 7.50 rather than DCR 16, but because EDCR 7.50 essentially replicates DCR 16 with minor, non-substantive revisions, this court, as the Nevada Supreme Court did in *Grisham*, which also arose out of the Eighth Judicial District Court, discusses the matter in terms of DCR 16.

the decree on the grounds that its terms were inconsistent with what the parties had agreed to. As a result, any argument that the parties' divorce decree is somehow inconsistent with what the parties agreed to has been waived.<sup>2</sup> See *Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged in the trial court . . . is deemed to have been waived and will not be considered on appeal.").

Turning to Charles' challenge to the valuation of the business that was distributed in the underlying action, on appeal, he summarily asserts that the district court and the business valuator improperly valued the business. But Charles does not address the district court's reasoning in resolving the underlying motions regarding the value of the business. As such, he has failed to provide cogent argument on this issue and it need not be addressed by this court. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (stating that appellate courts need not consider issues that are not cogently argued).

Having reviewed Charles' arguments and the record on appeal, we conclude the district court did not abuse its discretion in enforcing the settlement pursuant to DCR 16 and further conclude that Charles waived any challenge to the terms of the agreement or the resulting divorce decree.

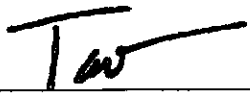
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<sup>2</sup>On appeal, Charles failed to provide transcripts of the hearing at which the settlement agreement was set forth on the record or any subsequent hearings on the parties' post-agreement motions. Thus, we may presume that the transcripts support the district court's decision. See *Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 603, 172 P.3d 131, 135 (2007) (explaining that the appellant is responsible for preparing an adequate appellate record and that "[w]hen an appellant fails to include necessary documentation in the record, we necessarily presume that the missing [documents] support[] the district court's decision").

We likewise reject Charles' arguments as to the district court's decisions regarding the valuation of the business. Accordingly, we affirm the divorce decree and post-divorce decree order modifying that decision.<sup>3</sup>

It is so ORDERED.

  
\_\_\_\_\_, C.J.  
Silver

  
\_\_\_\_\_, J.  
Tao

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

cc: Hon. T. Arthur Ritchie, Jr., District Judge, Family Court Division  
Ara H. Shirinian, Settlement Judge  
Charles Ernst  
Fine Carman Price  
Eighth District Court Clerk

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<sup>3</sup>Having considered Charles' remaining arguments, we conclude they lack merit.