

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

IN THE MATTER OF THE ESTATE OF  
JUAN RAUL ACOSTA

No. 89029-COA

**FILED**

**AUG 21 2025**

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY: *[Signature]*  
DEPUTY CLERK

MIRIAM EDELMIRA ZEPEDA DE  
ACOSTA, INDIVIDUALLY AND AS  
GUARDIAN OF A.A., A MINOR,  
Appellant,  
vs.  
MELISSA MCGOVERN OF SENIOR  
SOLUTIONS GROUP, INC., AS  
ADMINISTRATOR OF THE ESTATE  
OF JUAN RAUL ACOSTA; CHRISTA  
ELIZ ACOSTA, INDIVIDUALLY; AND  
GUALBERTO ACOSTA,  
INDIVIDUALLY,  
Respondents.

*ORDER OF AFFIRMANCE*

Miriam Edelmira Zepeda de Acosta (Miriam), individually and as Guardian of A.A., a minor, appeals from an order enforcing a settlement agreement pursuant to an NRCP 54(b) certification. Eighth Judicial District Court, Clark County; Gloria Sturman, Judge.

Miriam was married to Juan Raul Acosta, and together, they had A.A., a minor child. Juan had four other children prior to the marriage, and one of those children, Christa Eliz Acosta, worked with him at his business making construction pallets. Before his marriage to Miriam, Juan had purchased four different pieces of real property and ran his business out of two of them: the Utah Avenue property and the Max Court property, both in Las Vegas.

Juan passed away in 2020, and in his will, he bequeathed to Christa 50 percent ownership of the Utah Avenue and Max Court properties, and to his minor child A.A., the other 50 percent ownership interest once A.A. turned 18. Juan left no real property to Miriam. Miriam was named the special administrator of the estate, but she failed to complete her duties, and Christa requested that another administrator be appointed, which the district court granted.

After the change of administrators, respondents Christa and the Estate of Juan Raul Acosta (Estate), Miriam (acting individually), and A.A. (with Miriam acting as his guardian), negotiated a settlement agreement so that A.A. would sell his interest in the Utah Avenue and Max Court properties to Christa for \$760,000, which would be paid out over one year and held in trust for A.A. until he turned 18. During a hearing, the parties presented the material terms of the agreement to the district court, and the court asked each party whether they understood and agreed with the terms. Each party—including Miriam, represented by counsel—answered that they understood and agreed. The district court stated on the record that the parties agreed to the settlement to be reflected in the court minutes and ordered the Estate to memorialize the agreement.

Shortly thereafter, Miriam retained new counsel and refused to sign the written agreement. The Estate filed a motion to enforce the settlement agreement, which Miriam opposed, stating that the agreement did not address her potential community property interests, that the absence of certain beneficial terms also left the agreement unenforceable, that the waiver and release terms were broader than the ones the parties agreed to in court, and the terms were not entered into the minutes in the form of an enforceable order. The district court held a hearing and granted

the motion to enforce. However, the district concluded that the releases and waivers in the settlement agreement would not preclude Miriam from later asserting her community property interests in the Estate since the settlement agreement was for the benefit of A.A., which Miriam approved on the minor's behalf. Miriam now appeals from that order raising the same arguments she made below.

*Lack of terms regarding Miriam's potential community property interests*

First, Miriam argues the district court abused its discretion when it concluded the settlement agreement is enforceable because the settlement agreement lacks any terms relating to her potential community property interests in the Utah Avenue and Max Court properties—leaving the settlement agreement ambiguous. Miriam specifically argues that her potential community property interest is material to the agreement, and the absence of any term discussing her community property interests renders the terms of the settlement agreement untenable. The Estate responds that Miriam agreed to the material terms of the agreement on the record and thus the district court properly concluded the parties reached an enforceable settlement agreement on behalf of A.A., especially considering that Miriam may still pursue a community property claim against the Estate.

This court reviews a district court order concerning a motion to enforce a settlement agreement for an abuse of discretion. *Grisham v. Grisham*, 128 Nev. 679, 686, 289 P.3d 230, 235 (2012). An abuse of discretion occurs when the court's decision is not supported by substantial evidence, *Otak Nev., LLC v. Eighth Jud. Dist. Ct.*, 129 Nev. 799, 805, 312 P.3d 491, 496 (2013), “which is evidence that a reasonable person may

accept as adequate to sustain a judgment,” *Ellis v. Carucci*, 123 Nev. 145, 149, 161 P.3d 239, 242 (2007).

The interpretation of a settlement agreement is governed by principles of contract law. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). “Contract interpretation is subject to a de novo standard of review.” *Id.* “However, the question of whether a contract exists is one of fact, requiring this court to defer to the district court’s findings unless they are clearly erroneous or not based on substantial evidence.” *Id.* at 673, 119 P.3d at 1257. “Parties are free to contract, and the courts will enforce their contracts if they are not unconscionable, illegal, or in violation of public policy.” *Martin v. Martin*, 138 Nev. 786, 793, 520 P.3d 813, 819 (2022) (internal quotation marks omitted). With a settlement agreement, compliance cannot be compelled when material terms remain uncertain. *May*, 121 Nev. at 672, 119 P.3d at 1257. However, a settlement agreement is enforceable if the parties have agreed to the material terms, even when the contract’s exact language is not finalized until later. *Id.*

“[A] stipulated settlement agreement requires mutual assent, or a ‘meeting of the minds,’ on ‘the contract’s essential terms.’” *Grisham*, 128 Nev. at 685, 289 P.3d at 235 (internal citations omitted) (first quoting *May*, 121 Nev. at 672, 119 P.3d at 1257; then quoting *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, 128 Nev. 371, 378, 283 P.3d 250, 255 (2012)). “However, what is considered an ‘essential term’ . . . varies with the nature and complexity of the case and must, therefore, be determined on a case-by-case basis.” *May*, 121 Nev. at 673, 119 P.3d at 1258. The material or essential terms of a settlement agreement “depends on the agreement and its context and also on the subsequent conduct of the parties, including the dispute which arises and the remedy sought.” *Certified Fire Prot.*, 128 Nev.

at 378, 283 P.3d at 255 (quoting Restatement (Second) of Contracts § 131 cmt. g (1981)).

Here, the district court found that the parties formed a contract and agreed to all the material terms. The record supports that finding because Miriam, with the aid and advice of her counsel, agreed at the hearing and on the record to sell A.A.'s interest in the two relevant pieces of real property to Christa for \$760,000 with \$350,000 paid immediately and the balance paid over the course of one year. Further, Christa would assume all liabilities associated with the properties. The agreement, however, does not address any claims Miriam might have under NRS 123.250, which provides for survivor rights upon the passing of either spouse to community property. The record shows that Miriam stated she understood and agreed to the terms of the settlement when the district court inquired into those issues. The agreement was subsequently entered into the court minutes.

At that point, for more than two years, Miriam had never asserted a community property interest or petitioned the court to determine if she had a community property interest in the two properties that were in Juan's name and purchased long before the marriage. Thus, she agreed to a settlement, at least as to A.A.'s interests, and then subsequently raised a potential issue, arguing that the absence of terms addressing her community property interest left the agreement ambiguous. But that absence supports the proposition that her potential community property interest was not material to the formation of this settlement agreement because the agreement only involved A.A.'s and Christa's interests.

Further, as the district court made clear in the enforcement hearing and in the written order, Miriam is free to pursue her potential

community property claims with the Estate after the settlement agreement is enforced because the agreement does not alter her potential community property rights. Lastly, the district court concluded in the hearing that regardless of Miriam's community property interests, it would still order a partition sale in this particular situation—leaving her potential community interests immaterial to the settlement agreement. Thus, considering the agreement in the context in which it was made, the absence of terms addressing Miriam's potential community property interest does not render the settlement agreement unenforceable. *See Certified Fire Prot. Inc.*, 128 Nev. at 378, 283 P.3d at 255. Therefore, we conclude that the district court did not abuse its discretion when it found that the parties reached a valid and enforceable settlement agreement. *See Grisham*, 128 Nev. at 686, 289 P.3d at 235.

*Other missing terms*

Next, Miriam argues that there were multiple material terms that were missing from the agreement that should have been included, including a security term against default, a competitive market pricing term, and terms otherwise related to Juan's former personal property. Miriam contends their absence prevented the formation of a valid agreement. The Estate responds that the absence of those terms does not nullify the agreement and that Miriam should have requested the inclusion of those provisions during the negotiation process or when the agreement was placed on the record.

Here, the district court found that the parties entered into a settlement agreement with all the required material terms; namely, the transfer of the Max Court and Utah Avenue properties for \$760,000 to be fully paid within one year. That finding is supported by substantial

evidence because the terms of the settlement agreement were stated on the record after negotiations, and Miriam affirmed her understanding and agreement of those terms with the advice of counsel.

Additionally, at the enforcement hearing, the Estate agreed that it would be responsible for collecting the funds if Christa defaulted, and the district court concurred. Likewise, the court concluded that a competitive pricing provision would be unnecessary because a price had already been set. And lastly, with regard to any issues involving the personal property of Juan, those were resolved when, at Miriam's request and the Estate's acquiescence, the district court ordered, without objection, an additional clarifying term to be added to the agreement stating that the waiver term set forth in the settlement agreement did not apply to any of the Estate's interest in Juan's personal property or Miriam's potential community property interests in either Juan's personal or real property. Thus, looking at the nature and context of the agreement, the new terms argued by Miriam are not material, and we defer to the district court's findings. *See Certified Fire Prot. Inc.*, 128 Nev. at 378, 283 P.3d at 255; *May*, 121 Nev. at 672-73, 119 P.3d at 1257.

#### *Waiver and release agreement*

Next, Miriam argues that the waiver and release provision included in the written settlement agreement was different, and broader, than the waiver and release provision she agreed to in court. She asserts that the waiver "do[es] not even identify what the claims are and who are making these claims," and that the waiver "exceeds the mere 'mutual releases and waivers' described on the court record." The Estate responds that the waiver and release provision in the written settlement agreement is the same as the waiver provision that Miriam agreed to in court.

Miriam's argument is unpersuasive for two reasons. First, when the parties initially placed the terms of their settlement on the record, they included "mutual releases and waivers including as to all claims regarding vehicles and personal property." Miriam stated that she understood this mutual release and waiver provision and agreed to it, both on her own behalf and on the behalf of A.A. The mutual release memorialized in the written settlement agreement reads that all parties waive all claims arising out of the agreement including any personal property or vehicle supposedly belonging to the decedent, his Estate, or the decedent's company.

The plain language of the written agreement shows that the memorialization conforms with the terms Miriam agreed to in court as further clarified by the district court. However, we realize the terms of the mutual release and waiver provision that were placed on the record at the first hearing were not explained in any detail and the written waiver and release could go further than what was intended. *See generally Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1118, 197 P.3d 1032, 1042 (2008) ("In construing a stipulation, a reviewing court may look to the language of the agreement along with the surrounding circumstances.").

Nevertheless, assuming that Miriam is correct and the mutual release and waiver exceeds the scope of the mutual release and waiver provision agreed to in court, she still has not demonstrated a reversible error. In response to Miriam's only objection, the district court included clarifying language in its order—which the Estate agreed to during the second hearing—that the agreed upon waiver does not preclude her from asserting her interests in the assets of the Estate. Thus, even if the terms



of the mutual release and waiver provision were overly broad and not completely representative of the terms previously agreed upon in court, the district court addressed those concerns at the enforcement hearing and incorporated into the order the language that Miriam asked for. *See Wyeth v. Rowatt*, 126 Nev. 446, 465, 244 P.3d 765, 778 (2010) (holding only prejudicial errors require reversal).

#### *Settlement terms*


Lastly, Miriam argues that the court erred because all of the terms of the settlement agreement set forth in the record were not entered in the minutes and that this case is similar to *Casentini v. Hines* in which the supreme court reversed a settlement under what she argues were similar circumstances. *See Casentini v. Hines*, 97 Nev. 186, 186-87, 625 P.2d 1174, 1175 (1981) (holding that it was error for a district court to enforce an oral stipulation not entered into the court minutes). The Estate responds that all the terms need not be included in the record so long as the material terms are clear from the record and the agreement was entered into the minutes.

A district court has the authority to “grant a party’s motion to enforce a settlement agreement by entering judgment on the instrument if the agreement is either reduced to a signed writing or entered in the court minutes in the form of an order . . . so long as the agreement’s material terms are certain.” *The Power Co. v. Henry*, 130 Nev. 182, 189, 321 P.3d 858, 863 (2014); *see also* EDCR 7.50; DCR 16. Neither EDCR 7.50 nor DCR 16 require that all the terms of a settlement agreement be included in the minutes for it to be enforceable. EDCR 7.50 and DCR 16 merely require that the “[agreement or stipulation] shall, by consent, be entered in the minutes in the form of an order.” Additionally, the supreme court has held

that the exact terms of a settlement agreement need not be included in the hearing minutes for the agreement to be enforceable so long as the material terms are on the record and the parties expressed agreement to those terms. *Grisham*, 128 Nev. at 687, 289 P.3d at 236.

Here, each party agreed to the material terms in the hearing. The district court repeated the material terms and asked each party if they understood and agreed to those terms. Under the rationale in *Grisham*, a binding settlement agreement is valid and enforceable once the parties' agreement is entered in the court minutes pursuant to EDCR 7.50 and DCR 16. Miriam's reliance on *Casentini* is unpersuasive because the supreme court's reversal of the enforcement of the settlement agreement was, in part, because the agreement was not included in the minutes as the district court rules required for an enforceable settlement. *Cf. Casentini*, 97 Nev. at 187, 625 P.2d at 1175. As explained previously, the parties agreed to the material terms and those terms were stated on the record, with a court recorder, and minutes were subsequently created. Therefore, Miriam does not show how the district court abused its discretion, and she is not entitled to relief. Accordingly, we

ORDER the judgment of the district court AFFIRMED.<sup>1</sup>

  
\_\_\_\_\_, C.J.  
Bulla

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

  
\_\_\_\_\_, J.  
Westbrook

---

<sup>1</sup>Insofar as Miriam has raised arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.

cc: Hon. Gloria Sturman, District Judge  
Stephen E. Haberfeld, Settlement Judge  
Stovall & Associates  
Lee Kiefer & Park, LLP  
Gerrard Cox Larsen  
Dawson & Lordahl, PLLC  
Eighth District Court Clerk