

IN THE SUPREME COURT OF THE STATE OF NEVADA

HERBERT JONES, JR.,  
Appellant,  
vs.

EMPLOYERS INSURANCE COMPANY  
OF NEVADA, A MUTUAL COMPANY,  
Respondent.

No. 39604

FILED

APR 27 2004

JANETTE M. BLJON  
CLERK OF SUPREME COURT  
BY *J. Richard*  
CHIEF DEPUTY CLERK

ORDER DISMISSING APPEAL

On July 22, 2003, the parties to this appeal filed a stipulation to dismiss this appeal and remand this matter to the district court for modification of the order appealed from. The stipulation was signed by appellant, appellant's counsel and respondent's counsel. Attached to the stipulation was an affidavit in which appellant averred that he entered "into this Stipulated Settlement Agreement voluntarily and without any duress or coercion." Because the stipulation was not accompanied by a certificate of the district court indicating that it is inclined to grant the parties' requested relief, on July 25, 2003, this court entered an order directing the parties to comply with the procedures for remand set forth in Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978).

On August 20, 2003, appellant filed with this court an order of the district court certifying that upon remand it is inclined to grant the parties' requested relief. See Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978). On August 25, 2003, respondent filed a motion

requesting this court to remand this appeal pursuant to the parties' stipulation and the district court's Huneycutt certification.

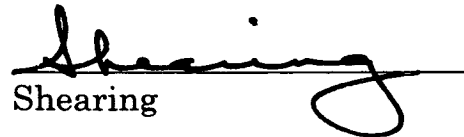
On August 13, 2003, appellant, Herbert Jones, Jr., submitted a proper person letter in which he indicates that "through coercion, duress and undue influence, [his attorney] limited [his] argument and had [him] . . . go into a stipulation that [he] believe[s] is less than reasonable." We note that Mr. Jones has neither sought nor been granted leave to file documents in proper person. See NRAP 46(b). Nevertheless, because we elect to resolve his letter on the merits, we direct the clerk of this court to file the letter received on August 13, 2003.

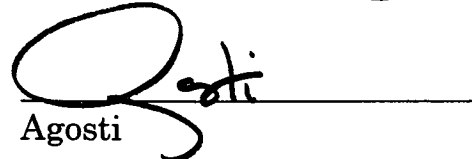
Appellant has presented this court with two contradictory statements regarding whether he was coerced into signing the "Stipulated Settlement Agreement." Based on Mr. Jones' latest communication with the court, it appears that he is requesting this court to disregard the stipulation to dismiss and find that the parties have not reached a good faith settlement. We note that the determination of whether parties have reached a good faith settlement should be left to the discretion of the trial court. Cf. Velsicol Chemical v. Davidson, 107 Nev. 356, 811 P.2d 561 (1991). Accordingly, we deny appellant's request. This denial, however, is without prejudice to appellant's right to seek such relief in the district court.

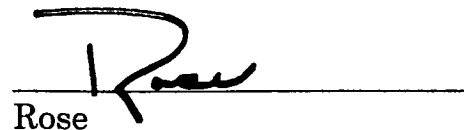
Cause appearing, we approve the parties' stipulation to dismiss this appeal. Accordingly, we remand this matter to the district

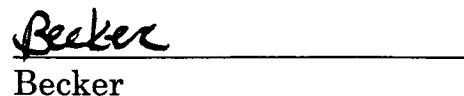
court pursuant to its certification, and we dismiss this appeal. NRAP 42(b).

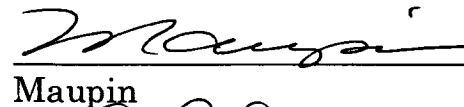
It is so ORDERED.<sup>1</sup>

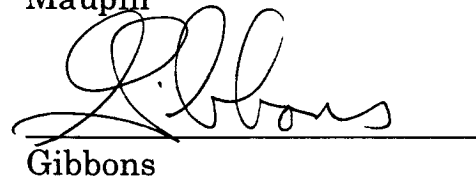
 \_\_\_\_\_, C.J.  
Shearing

 \_\_\_\_\_, J.  
Agosti

 \_\_\_\_\_, J.  
Rose

 \_\_\_\_\_, J.  
Becker

 \_\_\_\_\_, J.  
Maupin

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

cc: Hon. Mark R. Denton, District Judge  
Nevada Attorney for Injured Workers/Las Vegas  
Beckett & Yott, Ltd./Las Vegas  
Clark County Clerk

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<sup>1</sup> In light of this order, we deny Mr. Jones request' that this court remove his counsel, Mr. Gary Watson, and appoint another attorney in his place.