

IN THE SUPREME COURT OF THE STATE OF NEVADA

JOHN TAYLOR, JR.,
Appellant,
vs.
D.V.& G. CORPORATION, INC.,
Respondent.

No. 44620

FILED

FEB 22 2008

TRACHIE K. LINDEMAN
CLERK OF SUPREME COURT
BY: *[Signature]*
DEPUTY CLERK

ORDER OF REVERSAL AND REMAND

This is an appeal from a district court order dismissing, without prejudice, an action involving a lease interpretation dispute for lack of jurisdiction. Second Judicial District Court, Washoe County; James W. Hardesty, Judge.

In 1996, the appellant John Taylor, Jr. and respondent D.V.& G. Corporation entered into a lease agreement for a parcel of undeveloped land in Sparks, Nevada. In 2001, Taylor filed an action for breach of contract and specific performance in Department 9 of the Second Judicial District Court (Docket No. CV01-05835). Eventually, the parties entered into a settlement agreement, agreeing to abandon the 1996 lease and enter into a new "ground lease." The district court approved the settlement agreement, and entered a stipulation and order for dismissal with prejudice, which provided that Department 9 would retain jurisdiction to resolve any dispute regarding validity, performance, interpretation, administration, or enforcement of the settlement agreement or ground lease.

Several years later, a dispute arose between Taylor and DV& G regarding a proposed sublease, and Taylor filed a new action in a different district court department seeking declaratory relief, specific performance, and, in the alternative, damages for breach of contract (Docket No. CV04-02273). In response, DV& G filed a motion to dismiss, arguing that the district court lacked subject matter jurisdiction to resolve Taylor's claims, as Department 9 of the Second Judicial District had "retained" jurisdiction over any disputes related to the settlement agreement. The district court accordingly dismissed Taylor's "new" action without prejudice. We conclude that this was error.


Recently, in SFPP, L.P. v. District Court, this court concluded that once a district court enters a final judgment dismissing a case with prejudice, the district court lacks jurisdiction to reopen the case, absent a proper and timely motion brought under NRCP 60(b).¹ As indicated in SFPP, this rule applies even when the parties' settlement agreement contains an express "retention of jurisdiction" provision.² In this case, Department 9 lost jurisdiction over the dispute between Taylor and DV& G when it dismissed the case with prejudice. As no party filed any type of motion to reopen the case or set aside the judgment pursuant to NRCP 60(b), Department 9 never regained jurisdiction over the dispute. Accordingly, we conclude that the district court in this case erred in dismissing Taylor's "new" action for lack of jurisdiction.


¹123 Nev. ___, ___, 173 P.3d 715, ___ (Adv. Op. No. 56, December 27, 2007).

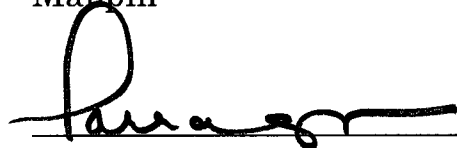
²Id. at ___, 173 P.3d at ___.

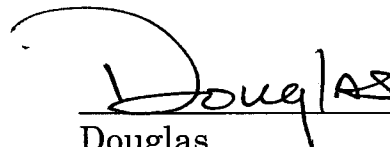
Therefore, we

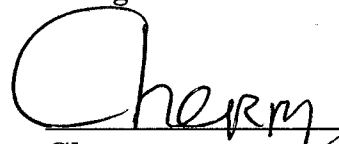
ORDER the judgment of the district court REVERSED AND
REMAND this matter to the district court for proceedings consistent with
this order.


_____, C.J.
Gibbons

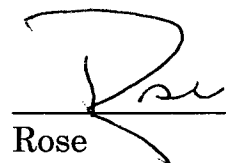

_____, J.
Maupin


_____, J.
Parraguirre


_____, J.
Douglas


_____, J.
Cherry


_____, J.
Saitta


_____, Sr. J.
Rose

cc: Second Judicial District Court Dept. 9, District Judge
Terry A. Simmons, Settlement Judge
Molof & Vohl
Jenkins & Carter
Washoe District Court Clerk