

IN THE SUPREME COURT OF THE STATE OF NEVADA

WOLF VIERICH A/K/A WOLFGANG  
VIERICH,  
Appellant,

vs.

MGM GRAND HOTEL, LLC; AND  
MANDALAY BAY CORPORATION, A  
NEVADA CORPORATION D/B/A  
MANDALAY BAY RESORT AND  
CASINO,  
Respondents.

No. 55512

**FILED**

**APR 07 2011**

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

ORDER OF AFFIRMANCE

This is an appeal from a district court summary judgment in an action to recover a casino debt. Eighth Judicial District Court, Clark County; Elizabeth Goff Gonzalez, Judge.


Appellant received money from respondent casinos in exchange for executing credit instruments payable to respondents. After appellant allegedly failed to pay the instruments' balance plus interest and the instruments were dishonored by appellant's bank, respondents sued appellant for breach of negotiable instruments. They later moved for summary judgment, which the district court granted. Appellant appeals.

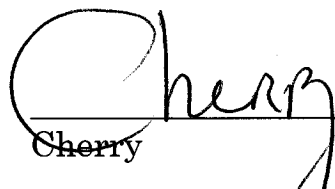
Having considered the parties' appellate arguments and the record, we affirm the district court's summary judgment. During the summary judgment hearing, appellant, through counsel, acknowledged liability for the negotiable instruments, but indicated that there was a dispute as to the amount still owed on the instruments and whether any payments had been made. The court therefore properly entered partial summary judgment in favor of respondents on liability. Wood v. Safeway, Inc., 121 Nev. 724, 729, 731-32, 121 P.3d 1026, 1029, 1030-31 (2005) (noting that summary judgment is appropriate if the pleadings and other evidence on file, viewed in a light most favorable to appellant,


demonstrate that no genuine issue of material fact remains in dispute and that respondents are entitled to judgment as a matter of law). Although appellant argues that he should have been granted a continuance under NRCP 56(f), because he was out of the country and needed more time to gather evidence to oppose summary judgment, the court did continue the motion as to damages, and we perceive no error in the court's decision in that regard.

As to damages, appellant failed to produce any affidavits or evidence to show that he had made any payments to respondents. At the continued hearing, appellant did not ask for a further continuance and instead submitted the matter for the court's decision. Given the lack of any evidence to refute respondents' claim that the instruments were unpaid, summary judgment was entered appropriately on damages for the full amount of the negotiable instruments. Id. (explaining that the nonmoving party may not rest upon general allegations and conclusions but must instead set forth, by affidavit or otherwise, specific facts demonstrating the existence of a genuine issue of material fact for trial to avoid summary judgment). Accordingly, we

ORDER the judgment of the district court AFFIRMED.

  
Gibbons

  
Cherry, J.

  
Pickering, J.

cc: Hon. Elizabeth Goff Gonzalez, District Judge  
Craig A. Hoppe, Settlement Judge  
The Bach Law Firm  
Fennemore Craig, P.C./Las Vegas  
Eighth District Court Clerk