

IN THE SUPREME COURT OF THE STATE OF NEVADA

SUSAN A. DONDERO,
Appellant,
vs.
PETER B. DONDERO,
Respondent.

No. 57344

FILED

DEC 17 2013

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY 
JUDICIAL CLERK

ORDER OF AFFIRMANCE

This is a proper person appeal from post-divorce decree district court orders requiring appellant to dispose of property conditionally awarded to her in the divorce decree in order to satisfy certain liabilities. Fourth Judicial District Court, Elko County; Fourth Judicial District Court Dept. 2, Judge.

The district court entered a divorce decree that incorporated a property settlement agreement dividing the parties' community property and community debt. When the parties' federal tax debt was greater than originally contemplated, and appellant failed to comply with the divorce decree by refinancing or selling real property to satisfy the community debts, respondent filed a motion for relief from the divorce decree and sought to hold appellant in contempt. Before the contempt hearing, the parties entered into a settlement agreement by which appellant agreed to attempt to refinance the marital home that she was conditionally awarded in the divorce decree, and if she was unable to refinance that property by a certain date, she agreed to immediately list the property for sale so that the proceeds from the refinancing or the sale could be used to pay certain debts, including the federal tax debt. The settlement agreement was stipulated to in open court by both parties, approved by the district court,

and reduced to writing in the district court's March 29, 2010, order. Appellant failed to refinance the marital home, and the district court entered an order on August 16, 2010, requiring appellant to comply with the settlement terms included in the March 29, 2010, order. Appellant appeals from the March and August 2010, orders.¹

Appellant challenges the district court's order directing her to sell the marital home she was awarded in the divorce decree to satisfy certain community debts. As appellant made no objections to the settlement agreement and agreed to it in open court, the settlement agreement was enforceable. *See Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1118, 197 P.3d 1032, 1042 (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 v. Grisham*, 128 Nev. ___, ___, 289 P.3d 230, 236 (2012) (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). Additionally, because appellant never challenged the settlement agreement before the district court, she has waived any challenge to that order, and we affirm the district court's orders requiring her to sell the property.² *See Wolff v.*

¹On January 17, 2012, this court denied respondent's motion to dismiss in part and determined that these orders were appealable as special orders after a final judgment. *See Gumm v. Mainor*, 118 Nev. 912, 920, 59 P.3d 1220, 1225 (2002).

²Although appellant argues that the district court should have ordered respondent to sign his share in the real property over to her, nothing in the record indicates that such a requirement was included in the settlement agreement.

Wolff, 112 Nev. 1355, 1363-64, 929 P.2d 916, 921 (1996) (recognizing that arguments not presented to the district court are considered waived on appeal (citing *Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981)); see also *Lehrer McGovern Bovis*, 124 Nev. at 1118-19, 197 P.3d at 1043.

Further, while appellant argues that the district court lacked jurisdiction to order her to sell the real property to cover the costs of the federal tax debt, because such tax debt falls under federal jurisdiction, as the tax debt accrued during the marriage, it was a community debt subject to disposition in the divorce decree. See NRS 123.220 (providing that generally all property or debt acquired after marriage is community property). While the district court did not have jurisdiction to collect the tax debt itself, it had jurisdiction to ensure that the community debt was paid. See NRS 125.150(1)(b) (requiring the district court, to the extent practicable, to make an equal distribution of community property). Accordingly, we

ORDER the judgment of the district court AFFIRMED.

 Pickering , C.J.
Pickering

 Hardesty , J.
Hardesty

 Cherry , J.
Cherry

cc: Fourth Judicial District Court Dept. 2
Carolyn Worrell, Settlement Judge
Susan A. Dondero
Michael L. Shurtz
Elko County Clerk