

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

GLYNIS MCDONALD,
Appellant,
vs.
JEFFREY JORDAN,
Respondent.

No. 81023-COA

FILED

JUN 16 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

Glynis McDonald appeals from district court orders concerning a settlement agreement related to child support payments. Eighth Judicial District Court, Family Court Division, Clark County; Sandra L. Pomrenze, Judge.

McDonald and Jeffery Jordan divorced in 1994 and Jordan agreed in the divorce decree to pay McDonald child support for their two minor children.¹ Jordan failed to make complete and timely payments, and in 2018, McDonald sued Jordan for the past due child support payments, interest, and penalties. McDonald and Jordan entered into an agreement, which the district court identified as a stipulated judgment, wherein Jordan would owe McDonald \$150,000 with interest at the legal rate until the principal and any accrued interest were paid in full. The parties also understood that the agreement would replace all prior judgments for child support. The parties confirmed their agreement on the record in district court. The district court canvassed both parties about the agreement and they both agreed to the terms of the agreement, which did not include future penalties for outstanding unpaid child support.

¹We do not recount the facts except as necessary to our disposition.

At the conclusion of the hearing, the district court instructed McDonald's counsel to prepare an order, which she did, but McDonald's counsel also included future penalties for unpaid child support.² Jordan then moved for the district court to enter a different order, noting that neither party had agreed to such penalties. At a hearing on Jordan's motion, the district court declined to include a provision for additional child support penalties in the event the judgment went unpaid. Such a provision was not included in the parties' agreement, and denied McDonald's request for them. McDonald now appeals, claiming several errors surrounding the district court's order. McDonald argues the district court erred because: (1) it did not determine what portion of the judgment was principal, interest, and penalties; (2) it determined the judgment was a fixed judgment from which additional penalties were not permitted; (3) it found that the judgment was akin to a civil judgment rather than one for child support arrears because the parties by entering the agreement had reached a resolution³ of the outstanding arrears as set forth in an enforceable stipulated judgment; (4) it

²McDonald asserts that penalties were required pursuant to NRS 125B.095 because the agreement dealt with prior child support payments. We find this unpersuasive because NRS 125B.095 was repealed one year before McDonald commenced this litigation and because McDonald failed to cite any law requiring that a previous child support payment carries over its penalties to a new and separate agreement. *See Vaile v. Vaile*, 133 Nev. 213, 217, 396 P.3d 791, 795 (2017) (holding that this court need not consider claims that are not cogently argued or supported by relevant authority).

³The agreement between the parties was not simply a settlement for child support, but rather, it was an agreement reduced to an enforceable judgment for past due child support payments, interest, and penalties. In addition, future penalties were not available under the terms of the settlement.

did not grant McDonald additional penalties for the outstanding arrears; and (5) it found the parties' agreement was valid.

We review contract interpretation de novo. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). Oral settlement agreements placed on the record in open court are generally binding. *Grisham v. Grisham*, 128 Nev. 679, 683-84, 289 P.3d 230, 233 (2012). Parties settle pending litigation by entering into a contract and the general principles of contract law govern. *Id.* at 685, 289 P.3d at 234. To that end, the following principles must have existed: an offer, an acceptance, a meeting of the minds of the essential contract terms, and consideration. *May*, 121 Nev. at 672, 119 P.3d at 1257. In addition, we must be able to determine the material terms of the contract and what is required of each party. *Id.*

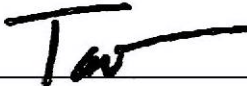
We affirm the district court's order because McDonald and Jordan entered into a valid settlement of \$150,000 for all past due child support arrears, interest, and penalties, reduced to judgment with interest to accrue interest at the legal rate until paid. Further, the district court found that the parties' agreement did not contemplate future potential penalties for ongoing unpaid child support. Therefore, we conclude that the district court did not err in affirming the parties' settlement agreement and stipulated judgment, without the inclusion of a provision for future penalties, because there clearly was a meeting of the minds in reaching the settlement, without such penalties, and the terms and conditions of the agreement, reduced to judgment, are unambiguous and enforceable.⁴

⁴To the extent that McDonald raises additional arguments that are not specifically addressed herein, we have considered them and conclude that they do not present a basis for relief, and thus, need not be reached given our disposition of this appeal.

Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Bulla

cc: Hon. Linda Marie Bell, Chief Judge, Eighth Judicial District Court
Department P, Eighth Judicial District Court, Family Court Division
Roberts Stoffel Family Law Group
Kainen Law Group
Eighth District Court Clerk