

IN THE SUPREME COURT OF THE STATE OF NEVADA

GABRIEL J. DALEY,  
Appellant,  
vs.  
ENCORE GROUP OF  
PROFESSIONALS, LLC,  
Respondent.

No. 84745

**FILED**

**JUL 21 2022**

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

*ORDER DISMISSING APPEAL*

This is an appeal from an order granting in part and denying in part a motion to enforce a settlement agreement. Eighth Judicial District Court, Clark County; Veronica Barisich, Judge.

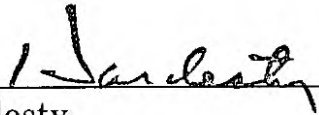
This appeal involves appellant's ownership rights in respondent and appellant's termination. Respondent argues the parties reached a settlement during trial, and that appellant failed to conform to the terms. Appellant disputes the terms of the settlement. Respondent has moved to dismiss the appeal for lack of a final judgment and for sanctions for a frivolous appeal. NRAP 38. Appellant opposes the motion, and respondent has filed a reply.

An order granting a motion to enforce a settlement agreement is not independently appealable. *See Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 445-46, 874 P.2d 729, 733-34 (1994). Appellant asserts in the docketing statement that the order is appealable as a final judgment. But the district court's order does not expressly dispose of the claims in the original complaint. A final judgment is "one that disposes of all the issues presented in the case, and leaves nothing for future consideration of the court, except for post-judgment issues," including attorney fees and costs. *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000). This court looks to the substance of the order or judgment rather than the label to

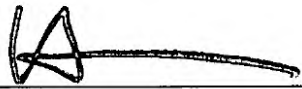
determine finality. *Brown v. MHC Stagecoach*, 129 Nev. 343, 345, 301 P.3d 850, 851 (2013) (an order granting a motion to enforce a settlement agreement is not a final judgment where it does not enter judgment in favor of a party or otherwise resolve the pending claims); *Valley Bank*, 110 Nev. at 446, 874 P.2d at 733 (concluding that a district court order approving a settlement agreement was interlocutory).

In his opposition to the motion to dismiss, appellant concedes the district court has not dismissed the case. Accordingly, the motion to dismiss is granted. This court lacks jurisdiction and

ORDERS this appeal DISMISSED.<sup>1</sup>

  
\_\_\_\_\_, J.  
Hardesty

  
\_\_\_\_\_, J.  
Stiglich

  
\_\_\_\_\_, J.  
Herndon

cc: Hon. Veronica Barisich, District Judge  
Janet Trost, Settlement Judge  
Law Office of Timothy P. Thomas, LLC  
Law Office of Kent P. Woods LLC  
Eighth District Court Clerk

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<sup>1</sup>Respondent's motion for sanctions and attorney fees and costs related to the appeal is denied. NRAP 38.