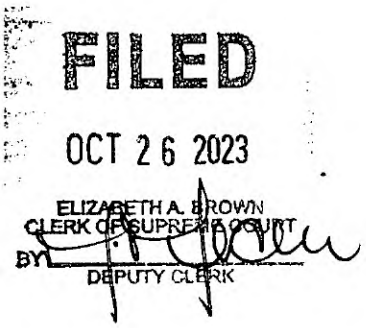
IN THE SUPREME COURT OF THE STATE OF NEVADA

RANDA ISAAC, AN INDIVIDUAL,
Appellant,
vs.
JOHN "JON" ISAAC, AN INDIVIDUAL; ISAAC CAPITAL GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY; ISAAC ORGANIZATION, LLC, A DELAWARE LIMITED LIABILITY COMPANY; CHULA VISTA SOCIAL SECURITY BUILDING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; AND ANTONIOS ISAAC, AN INDIVIDUAL,
Respondents.

No. 82820



ORDER OF AFFIRMANCE

This is an appeal from a district court order granting a motion to enforce a settlement agreement. Eighth Judicial District Court, Clark County; Nadia Krall, Judge.[1]

This appeal arises from the same set of facts as in the divorce proceedings between appellant Randa Isaac and respondent Antonios (Tony) Isaac. *See Isaac v. Isaac*, No. 83055, 2023 WL _____ (Nev. October 26, 2023) (Order of Affirmance) (hereinafter, the divorce case). In March 2019, after filing for divorce from Tony, Randa brought the instant civil claims (hereinafter, the civil case) against respondents Jon Isaac (the

[1]The Honorable Patricia Lee, Justice, voluntarily recused herself from participation in the decision of this matter.

couple's son) and the respondent business entities Isaac Capital Group, LLC, Isaac Organization, LLC, and Chula Vista Social Security Building, LLC, (collectively, the Jon Parties), and Tony. Randa alleged that Jon and Tony had fabricated debts that the couple owed to the Jon Parties in order to reduce Randa's share of community property. In October 2019, Tony, Randa, and Jon executed an agreement—the Memorandum of Understanding (MOU)—settling the divorce case and allocating marital assets and debts. Critical to this appeal, paragraph 19 of the MOU provided for "[t]he civil case between Randa, Jon, and Jon's business entities to be dismissed with prejudice."

Randa, claiming the agreement was invalid, repudiated the MOU almost immediately after signing it. Nonetheless, Tony moved to enforce the MOU in the family division in November 2019, and the Jon Parties moved to enforce the MOU in the civil division in June 2020. On December 2, 2020, the family division entered an order finding the MOU enforceable and adopting the MOU as a final binding agreement upon each of the parties (the family division order). On December 23, 2020, the civil division granted the Jon Parties' motion to enforce the MOU based on the family division's finding that the agreement was enforceable and legally binding, and dismissed the civil case in accordance with paragraph 19 of the MOU.

After unsuccessfully seeking reconsideration, Randa now appeals the civil division's December 23, 2020, order enforcing the MOU and dismissing the civil case. Randa claims that the district court erroneously deferred to the family division's order enforcing the MOU because the family division erred in finding the agreement enforceable.

We disagree and affirm. We have already determined on appeal that the family division did not err in finding the MOU to be a valid and enforceable agreement. *See Isaac v. Isaac*, No. 83055, 2023 WL _____. Thus, applying the doctrine of issue preclusion, we conclude that the civil division did not err by applying the family division's finding as to the MOU's enforceability and dismissing the civil case pursuant to paragraph 19.

Standard of review and applicable law

Issue preclusion "provides that any issue that was actually and necessarily litigated in one action will be estopped from being relitigated in a subsequent suit." *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 599, 879 P.2d 1180, 1191 (1994) (emphases omitted), *holding modified on other grounds by Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 114 Nev. 823, 963 P.2d. 465 (1998). The doctrine "may apply even though the *causes of action* are substantially *different*, if the *same fact issue* is presented." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1053, 194 P.3d 709, 712 (2008) (emphases added) (internal quotation marks omitted), *holding modified on other grounds by Weddell v. Sharp*, 131 Nev. 233, 350 P.3d 800 (2015).

In *Five Star*, this court explained that the following four factors are necessary for application of issue preclusion:

> "(1) the issue decided in the prior litigation must be identical to the issue presented in the current action; (2) the initial ruling must have been on the merits and have become final; . . . (3) the party against whom the judgment is asserted must have been a party or in privity with a party to the prior litigation"; and (4) the issue was actually and necessarily litigated.

Id. at 1055, 194 P.3d at 713 (omission in original) (footnote omitted) (quoting *Tarkanian*, 110 Nev. at 598, 879 P.2d at 1191).

While the civil division did not explicitly invoke issue preclusion in its December 23, 2020, order applying the family division's finding as to the MOU's enforceability, the court later determined that Randa was "barred from relief of the Family Court's decision in this Court under the doctrine of issue preclusion" in its subsequent order denying Randa reconsideration.

Randa now argues that the court erred in determining that issue preclusion barred her from obtaining relief in the civil division. Rather, Randa asserts that the civil division was free to make its own ruling as to the MOU's enforceability.

"We review a district court's conclusions of law, including whether claim or issue preclusion applies, de novo." *Alcantara ex rel. Alcantara v. Wal-Mart Stores, Inc.*, 130 Nev. 252, 256, 321 P.3d 912, 914 (2014). We conclude that issue preclusion applies, as each *Five Star* factor is met under the instant facts. Accordingly, the civil division's finding as to the family division order's preclusive effect was not erroneous.

The issue decided by the family division was identical to the issue presented in the civil division

Under the first *Five Star* factor, "the issue decided in the prior litigation must be identical to the issue presented in the current action." 124 Nev. at 1055, 194 P.3d at 713 (internal quotation marks omitted).

Here, Tony and the Jon Parties each respectively moved the family division and civil division to consider the same issue—whether the MOU was legally enforceable. The family division first found that "[t]he MOU, including *each and every one of the terms contained therein*, is an enforceable agreement between the parties." (Emphasis added.) Thus, the civil division was precluded from considering the legal effect of the same document. *See* Restatement (Second) of Judgments § 27 cmt. c (Am. Law

Inst. 1982) ("Preclusion ordinarily is proper if the question is one of the legal effect of a document identical in all relevant respects to another document whose effect was adjudicated in a prior action."). If the civil division were also permitted to make its own ruling on the MOU's enforceability, as Randa contends, then the civil division would have risked the issuance of two inconsistent rulings on the same issue before the same parties at the district court level. This is a result that issue preclusion is intended to prevent. *See B&B Hardware, Inc. v. Hargis Indus., Inc.*, 575 U.S. 138, 147 (2015) (explaining that "foster[ing] reliance on judicial action by minimizing the possibility of inconsistent verdicts" is one of the central ideas behind issue preclusion (alteration in original) (internal quotation marks omitted)). Therefore, we conclude that the issue decided by the family division was identical to the issue presented in the civil division.

The family division's ruling was on the merits and became final

The second *Five Star* factor requires that "the initial ruling must have been on the merits and have become final." 124 Nev. at 1055, 194 P.3d at 713 (internal quotation marks omitted).

Randa argues that the family division order was not final because the family division declined to enter a divorce decree. The family division declined to enter a decree because the MOU's alimony terms had not been definitively resolved. Randa claims that, because of this deficiency, the family division "determined the MOU [to be] incomplete."

Randa's position is not persuasive with respect to the second *Five Star* factor. The family division order explicitly "adopt[ed] the Memorandum of Understanding as a *final* agreement binding upon each of the parties." (Emphasis added.) Thus, while the order may not have been final with respect to *some issues*—i.e., the divorce decree and alimony—it was final with respect to the issue of the MOU's enforceability. In other

words, even if the MOU was *incomplete* in terms of wholly resolving the divorce case, the family division nonetheless made a final ruling that the agreement was *enforceable*. Accordingly, we conclude that the family division's initial ruling was final and determined on the merits.

Randa was a party to the divorce litigation

The third *Five Star* factor requires that "the party against whom the judgment is asserted must have been a party or in privity with a party to the prior litigation." 124 Nev. at 1055, 194 P.3d at 713 (internal quotation marks omitted). Here, Randa concedes that she was a party to the divorce action and that this element is met. Therefore, no further analysis is required with respect to this factor.

The MOU's enforceability was actually and necessarily litigated

The fourth *Five Star* factor asks whether "the issue was actually and necessarily litigated." 124 Nev. at 1055, 194 P.3d at 713.

Randa claims that the family division did not actually and necessarily litigate whether her claims against the Jon Parties should be dismissed pursuant to the MOU—which she characterizes as the issue bearing preclusive effect. Randa asserts that the family division's failure to include findings of fact and conclusions of law with respect to this issue supports her position.

Randa's argument is unconvincing. As should be clear, the issue before the family division and civil division was *whether the MOU*—and *all* the terms included therein—*was enforceable*. This issue was actually and necessarily litigated in the family division through briefing, evidentiary hearings, and a final, dispositive order from the court. The civil division then applied the family division's finding regarding enforcement of the MOU and determined that it was bound to enforce the MOU and *all of its terms*. Because one of the MOU's terms—paragraph 19—called for the

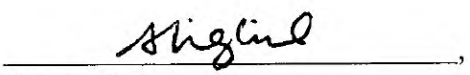
civil case to be dismissed, the civil division concluded that it was obliged to dismiss the dispute.

Therefore, the issue in question—the MOU's enforceability—was actually and necessarily litigated. Randa's argument to the contrary mischaracterizes the issue given preclusive effect by the family division order.

In sum, the civil division did not err in applying issue preclusion, because all four *Five Star* factors are met under these facts. The family division's determination that the MOU was enforceable precluded the civil division from further litigating the issue of enforcement, and paragraph 19 of the MOU clearly called for the civil division to dismiss the case.

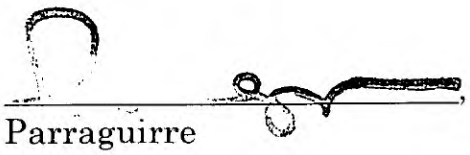
Having affirmed the family division's finding that the MOU is enforceable in the *Isaac* divorce appeal, No. 83055, 2023 WL _____, and having determined that the family division's finding with respect to the MOU had a preclusive effect on the civil division in this appeal, we

ORDER the judgment of the district court AFFIRMED.



_____, C.J.
Stiglich

_____, J.
Herndon



_____, J.
Parraguirre

cc: Hon. Nadia Krall, District Judge
Paul M. Haire, Settlement Judge
Law Office of Daniel Marks
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The Abrams & Mayo Law Firm
Eighth District Court Clerk