

IN THE SUPREME COURT OF THE STATE OF NEVADA

HELENA HAWLEY,
Appellant,
vs.
MERCEDES-BENZ USA, LLC; PAUL
HALATA; DAVE WOOLSEY;
FLETCHER JONES DEALERSHIP;
MERCEDES BENZ DEALERSHIP; AND
BERNIE SCHIAPPA,
Respondents.

No. 45088

FILED

OCT 18 2006

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY J. R. [Signature]
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is a proper person appeal from a district court order dismissing appellant's complaint. Eighth Judicial District Court, Clark County; Kenneth C. Cory, Judge.

Having reviewed the record, appellant's proper person civil appeal statement, and respondents' responses, we conclude that the district court did not err.¹ In particular, appellant's claims for fraud² and

¹See NRCP 12(b)(5); Breliant v. Preferred Equities Corp., 109 Nev. 842, 845, 858 P.2d 1258, 1260 (1993) (noting that, in determining whether a claim has been stated, all inferences must be construed in favor of the non-moving party, and all factual allegations in the complaint must be accepted as true); Edgar v. Wagner, 101 Nev. 226, 699 P.2d 110 (1985) (stating that, in reviewing an order granting a motion to dismiss, this court's task is to determine whether the challenged pleading sets forth allegations sufficient to make out the elements of a right to relief).

deceptive trade practices³ were time-barred. In addition, appellant failed to allege the existence of a contract with any of the respondents to support her breach of contract claim.⁴ Accordingly, we

ORDER the judgment of the district court AFFIRMED.

Becker, J.
Becker

Hardesty, J.
Hardesty

Parraguirre, J.
Parraguirre

... continued

²See NRS 11.190(3)(d) (stating that an action for fraud must be commenced within three years).

³See NRS 11.190(3)(a) (1999) (stating that an action upon a liability created by statute must be commenced within three years). NRS 11.190 was amended in 2005 to provide a four-year statute of limitations for actions under NRS Chapter 598; however, since the cause of action in this case accrued in 2000 and the complaint was filed in 2004, the earlier version applies.

⁴See May v. Anderson, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005) (noting that “[b]asic contract principles require, for an enforceable contract, an offer and acceptance, meeting of the minds, and consideration”).

cc: Hon. Kenneth C. Cory, District Judge
Helena Hawley
Law Offices of Greg W. Marsh, Chtd.
Howard M. Miller
Clark County Clerk