## IN THE SUPREME COURT OF THE STATE OF NEVADA

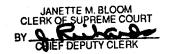
HELENA HAWLEY,
Appellant,
vs.

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

No. 45088

FILED

OCT 18 2006



## 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. In particular, appellant's claims for fraud<sup>2</sup> and

<sup>1</sup>See NRCP 12(b)(5); <u>Breliant v. Preferred Equities Corp.</u>, 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); <u>Edgar v. Wagner</u>, 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).

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deceptive trade practices<sup>3</sup> 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

Haulest

Parraguirre

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

<sup>3</sup>See 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.

<sup>4</sup>See 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").

 $<sup>\</sup>dots$  continued

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