IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID CROUSE, AN INDIVIDUAL,
Appellant,
vs.
BILL HEARD CHEVROLET CORP.--LAS VEGAS, A NEVADA CORPORATION; AND BILL HEARD CHEVROLET CORP.--NW LAS VEGAS, A NEVADA CORPORATION,
Respondents.

No. 46734

FILED

SEP 25 2007

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court summary judgment in a contract action. Eighth Judicial District Court, Clark County; Elizabeth Goff Gonzalez, Judge.

Appellant raises two primary issues on appeal: (1) whether a genuine issue of material fact existed as to whether respondents' advertisement was an offer and (2) whether a genuine issue of material fact existed as to whether the radio advertisement was deceptive and violated NRS 482.351, NRS 598.0915, and NRS 598.0923.

We review the district court's granting of summary judgment de novo.[1] Summary judgment is proper when, following examination of the record in a light most favorable to the nonmoving party, no genuine issue of material fact remains and the moving party is entitled to judgment as a matter of law.[2]

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[1]Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005).

[2]Id.

07-21225

I. Whether a contract existed

Appellant contends that there was a genuine issue of material fact as to whether respondent breached a contract with appellant. Appellant further contends that respondent's radio advertisement signified a unilateral offer by respondent that was accepted when appellant brought a competitor's advertisement for a corvette to respondent's car lot and proceeded to chose various vehicles for which respondent had offered to match the competitor's price.

"[A]n advertisement or other notice disseminated to the public at large generally does not constitute an offer, but rather is presumed to be an invitation to consider, examine, and negotiate."[3] The district court found that even if a contract was properly formed, there was no breach of contract. Having reviewed the advertisement, we conclude that the advertisement did not constitute an offer and therefore respondent did not breach any contractual duty to appellant.

II. Deceptive trade practice and "bait and switch" ploy

Appellant argues that respondent's radio advertisement was a deceptive trade practice violation under NRS 598.0915, NRS 482.351, and NRS 598.0923. The district court found no evidence of a violation of deceptive trade practices. The district court further found that appellant's deceptive trade practices claim requires evidence of intent. We agree. No evidence presented suggests that respondent intended any deceptive trade practice in regard to offering vehicles for sale. Without evidence of intent, we conclude that the district court properly concluded that no genuine

[3]Donovan v. RRL Corp., 27 P.3d 702, 709 (Cal. 2001).

issue of material fact exists as to appellant's deceptive trade practices claims.

Having reviewed the record, we conclude that no genuine issues of material fact remain as to all of appellant's claims. We also note appellants raised several other issues on appeal. After review, we find they lack merit. Accordingly, we

ORDER the judgment of the district court AFFIRMED.

_____, J.
Gibbons

_____, J.
Douglas

_____, J.
Cherry

cc: Hon. Elizabeth Goff Gonzalez, District Judge
Thomas F. Christensen, Settlement Judge
Dixon Truman & Fisher
Beckley Singleton, Chtd./Las Vegas
Goodman Law Group
Eighth District Court Clerk