

IN THE SUPREME COURT OF THE STATE OF NEVADA

J. MICHAEL SCHAEFER,  
INDIVIDUALLY AND AS ASSIGNEE  
OF SCHAEFER-NEVADA, INC.,  
Appellant,  
vs.  
NEVADA STATE BANK,  
Respondent.

No. 46900

FILED

MAY 14 2007

JANETTE M. BLOOM  
CLERK OF SUPREME COURT  
BY *J. Richards*  
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is a proper person appeal from a district court summary judgment in a contract action. Eighth Judicial District Court, Clark County; David Wall, Judge.

Respondent Nevada State Bank, after issuing a thirty-day notice of intent to close bank accounts pursuant to its agreement with the account holders, closed the accounts of appellant J. Michael Schaefer and Schaefer-Nevada, Inc. Subsequently, J. Michael Schaefer and Schaefer-Nevada, Inc., sued respondent for monetary damages arising from respondent's closure of both bank accounts. The district court granted summary judgment to Nevada State Bank, and further, awarded attorney fees against J. Michael Schaefer personally and Schaefer-Nevada, Inc., under the parties' agreement and, alternatively, under NRS 18.010(2)(b). This appeal followed.


We review orders granting summary judgment de novo.<sup>1</sup> Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material

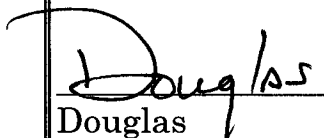
<sup>1</sup>Wood v. Safeway, Inc., 121 Nev. 724, 121 P.3d 1026 (2005).

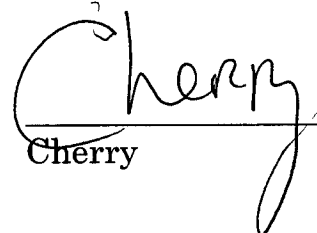
fact exists, and the moving party is entitled to judgment as a matter of law.”<sup>2</sup> Here, the account holders’ contract with Nevada State Bank permitted the bank to close the accounts on a thirty-day notice, which the bank provided. Our review of the parties’ briefs and the record on appeal demonstrates that the district court did not err when it granted summary judgment to the Nevada State Bank.

Appellant Schaefer also challenges the portion of the district court’s order awarding attorney fees. An award of attorney fees must be authorized by a statute, rule, or contract, and this court will not disturb a district court’s award of attorney fees absent an abuse of discretion.<sup>3</sup> Here, attorney fees were allowed under Nevada State Bank’s contract with the account holders, and we perceive no abuse of discretion by the district court.<sup>4</sup> Accordingly, we affirm the district court’s order.

It is so ORDERED.

  
\_\_\_\_\_, J.  
Gibbons

  
\_\_\_\_\_, J.  
Douglas

  
\_\_\_\_\_, J.  
Cherry

<sup>2</sup>Id. at 731, 121 P.3d at 1031; NRCP 56.

<sup>3</sup>McCarran Int’l Airport v. Sisolak, 122 Nev. \_\_, \_\_, 137 P.3d 1110, 1128-129 (2006).

<sup>4</sup>Since attorney fees were authorized under the contract, we need not consider the district court’s alternative basis for the fees award under NRS 18.010(2)(b).

cc: Hon. David Wall, District Judge  
J. Michael Schaefer  
Olson, Cannon, Gormley & Desruisseaux  
Eighth District Court Clerk