

IN THE SUPREME COURT OF THE STATE OF NEVADA

SANDRA L. ALLMARAS, AN
INDIVIDUAL,
Appellant,
vs.
C. TERRY RABEN, LTD., A NEVADA
CORPORATION; AND RABEN &
ASSOCIATES, LLC, A NEVADA
CORPORATION,
Respondents.

No. 47453

FILED

JUL 18 2007

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

ORDER OF REVERSAL AND REMAND

This is an appeal from a district court order granting summary judgment against appellant and in favor of respondents in the amount of \$298,100. Eighth Judicial District Court; Clark County, Nancy M. Saitta, Judge.

Respondents C. Terry Raben, LTD, and Raben & Associates, LLC, filed suit, alleging that employee appellant Sandra L. Allmaras owed them substantial amounts of money that she was loaned or improperly took from respondents' accounting practice.

In response to respondents' motion for summary judgment, Allmaras referred to an Assignment Agreement whereby she assigned to APS Factoring, Inc., the sum of \$240,000 that she expected to receive from insurance settlements.

In the same document, signed before the complaint was filed, C. Terry Raben, as the authorized representative of APS Factoring, Inc.,

assigned immediately and without reservation the \$240,000 to Absolutes Financial Services, a Nevada limited partnership.

The Agreement went on to state that the assignment was for money due and owing APS Factoring, Inc. (not respondents) and that Absolutes Financial Services shall have the right to seek judgment against Allmaras if the assigned amount is not paid. Respondents were not parties to the Assignment Agreement.

From the clear language of the Assignment Agreement, APS Factoring, Inc., a non-party, was the entity due \$240,000 of the money Allmaras allegedly owes, and it assigned without reservation this \$240,000 to Absolutes Financial Services, another non-party. From the record before us, respondents do not have the right to claim that portion of the damages assigned, and APS Factoring, Inc., or Absolutes Financial Services is the real party in interest to claim the \$240,000 portion of the damages.¹

Allmaras also disputes the remainder of respondents' claim and asserts that she repaid a portion of the money.

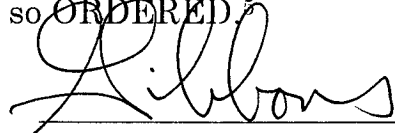
It is unclear, from the documents before us, how the district court calculated the entire amount stated in the judgment.

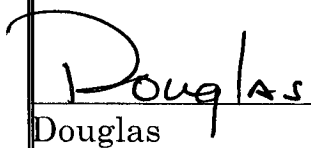
¹Cf. NRCP 17(1).


When material facts are in dispute and there is no reasonable certainty of the relevant facts, summary judgment is inappropriate.² While we have given the district courts greater latitude in granting summary judgment, it does not extend to situations in which there is uncertainty about the entity owed the claimed damages or when a portion of the amount of money owed is truly disputed.³ Our review of a summary judgment is de novo.⁴

The district court improvidently granted summary judgment. Accordingly, summary judgment is reversed and this case is remanded for further proceedings.

It is so ORDERED.⁵


_____, J.
Gibbons


_____, J.
Douglas


_____, Sr. J.
Rose

²Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1026, 1029 (2005); see NRCP 56(c).

³Id.

⁴Id.

⁵The Honorable Robert E. Rose, Senior Justice, participated in the decision of this matter under a general order of assignment entered on July 6, 2007.

cc: Eighth Judicial District Court Dept. 18, District Judge
Howard Roitman, Settlement Judge
Palazzo Law Firm
Bailus Cook & Kelesis
Eighth District Court Clerk