

IN THE SUPREME COURT OF THE STATE OF NEVADA

EVAN GLUSMAN, AN INDIVIDUAL;
AND 4 SOULS, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellants,
vs.
HUALAPAI ASSOCIATES, LLC, A
NEVADA LIMITED LIABILITY
COMPANY,
Respondent.

No. 60765

FILED

JAN 21 2014

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court judgment in a real property contract action. Eighth Judicial District Court, Clark County; Abbi Silver, Judge.

This appeal involves a commercial lease agreement between the parties. Appellants were evicted and respondent sought unpaid rent up until the date of appellants' eviction and other related damages. The district court granted respondent summary judgment on the issue of appellants' liability for breach of the lease agreement and held a trial to determine damages. Following trial, the district court entered a judgment awarding respondent damages. On appeal, appellants challenge the district court's summary judgment and the award of damages.

In regard to the summary judgment for liability, appellants argue that the parties entered into a subsequent oral agreement under which appellants would be relieved of all of their rent obligations if they found someone to buy their company and take over the rent and if they paid a certain amount of the purchase price to respondent. Appellants raise several arguments as to why the statute of frauds should not apply

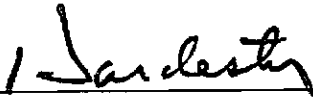
to prevent the oral agreement's enforcement. But, regardless of whether there was an oral agreement as alleged by appellants and whether the statute of frauds applies, the sale of appellants' business never actually occurred. While appellants found a potential buyer, that buyer decided not to complete the purchase. Appellants asserted that respondent was somehow responsible for the failed sales transaction, but appellants failed to set forth any evidence to support this bare allegation. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 731, 121 P.3d 1026, 1029-31 (2005) (setting forth the requirements for summary judgment and recognizing that the nonmoving party may not rest upon general allegations and conclusions, but must instead set forth, by affidavit or otherwise, specific facts demonstrating the existence of a genuine issue of material fact for trial to avoid summary judgment). Because there was no completed sale of appellants' business and the alleged oral agreement's conditions were therefore not met, the oral agreement could not have applied to absolve appellants of their obligations under the lease agreement. Thus, the district court did not err in granting summary judgment as to liability. *Id.*


Appellants also challenge the damages award, arguing that respondent was not entitled to damages because (1) a new renter had entered into a lease that exceeded the lease term appellants had remaining, (2) respondent obtained the improvements that appellants had made to the property, and (3) appellants had helped respondent find the new renter. Appellants failed to provide any legal authority for their assertion that future rent from a new tenant may be used to offset appellants' past-due rent obligations, and thus, we need not consider this

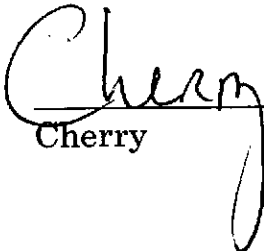
contention.¹ See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (explaining that this court need not consider claims that are not cogently argued or supported by relevant authority). Appellants also failed to provide any evidence that they were entitled to a fee for finding a replacement tenant or any evidence as to the amount they spent in making improvements to the property. Thus, we conclude that the district court did not err in the amount of damages it awarded.

Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, J.
Hardesty


_____, J.
Douglas


_____, J.
Cherry

cc: Hon. Abbi Silver, District Judge
Robert F. Saint-Aubin, Settlement Judge
Gordon Silver
Kravitz, Schnitzer & Johnson, Chtd.
Eighth District Court Clerk

¹Since respondent found a new tenant and mitigated its damages, the damages that respondent sought and recovered were based on past-due rent for the months that appellants maintained possession of the property.