

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

NORA CHISANO,
Appellant,

vs.

LAS VEGAS MOTORCOACH RESORT OWNERS ASSOCIATION, A NEVADA LIMITED-LIABILITY COMPANY; DAVID L. WILLIAMS, AN INDIVIDUAL; WILLIAM BERGER, AN INDIVIDUAL; AL GRIEFER, AN INDIVIDUAL; RODGER GREY, AN INDIVIDUAL; RONALD BERNSTEIN, AN INDIVIDUAL; ROD ARBOGAST, AN INDIVIDUAL; RMI MANAGEMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY; AND RED ROCK FINANCIAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
Respondents.

No. 70436

FILED

MAY 15 2017

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DISMISSING APPEAL

Appellant Nora Chisano appeals from the dismissal of her complaint for, among other claims, breach of fiduciary duty and wrongful foreclosure in a homeowners' association matter. Eighth Judicial District Court, Clark County; Elissa F. Cadish, Judge.

Before briefing began, respondents Las Vegas Motorcoach Resort Owners Association, David L. Williams, William Berger, Al Griever, Rodger Grey, Ronald Bernstein, Rod Arbogast, RMI Management, LLC, and Red Rock Financial Services, LLC (collectively Las Vegas Motorcoach) moved to dismiss this appeal as moot based on a stipulation to dismiss the underlying consolidated actions entered into between Las Vegas

Motorcoach and Chisano. Chisano opposed the motion. Upon consideration of the motion, the Nevada Supreme Court concluded that it related to the merits of the appeal and denied the motion without prejudice to Las Vegas Motorcoach's right to argue in briefing that the settlement rendered the appeal moot.

In briefing, Las Vegas Motorcoach renewed its argument that the parties' settlement rendered the appeal moot. Chisano, however, contends that, because the settlement did not specifically mention this appeal, her claims in the appeal may proceed despite the settlement.

Based on the plain language of the release in the parties' settlement agreement, we conclude that Chisano agreed to release the claims asserted in this appeal. In particular, the settlement agreement provided that Chisano agreed to dismiss the underlying consolidated district court actions, as well as "all other claims and complaints arising from the allegations contained therein," with no reservations. The agreement further provided that the parties agreed to release each other from "all claims, known or unknown, asserted or unasserted, of whatever nature, now existing or hereafter arising . . . relating in any way to the [underlying actions], or any matters asserted therein, or which could have been asserted therein."

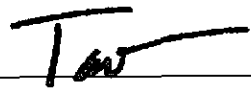
As the claims at issue in Chisano's appeal are claims that were asserted in the underlying actions, they fall under the plain language of the release. *See In re Amerco Derivative Litig.*, 127 Nev. 196, 211, 252 P.3d 681, 693 (2011) ("Under contract law generally, when a release is unambiguous, we must construe it from the language contained within it."). And because Chisano agreed to release those claims, we conclude that this appeal is moot, such that we lack jurisdiction to consider it. *See*

Personhood Nev. v. Bristol, 126 Nev. 599, 602, 245 P.3d 572, 574 (2010) (explaining that “[t]he question of mootness is one of justiciability,” and that “a controversy must be present through all stages of the proceeding”).

Accordingly, we

ORDER this appeal DISMISSED.


_____, C.J.
Silver


_____, J.
Tao


_____, J.
Gibbons

cc: Hon. Elissa F. Cadish, District Judge
Nora Chisano
Leach Johnson Song & Gruchow
Eighth District Court Clerk