

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

SATICOY BAY, LLC, SERIES 9157  
DESIRABLE, A/K/A SATICOY BAY,  
LLC, A NEVADA LIMITED LIABILITY  
COMPANY,

Appellant,

vs.

TAPESTRY AT TOWN CENTER  
HOMEOWNERS ASSOCIATION, A  
DOMESTIC NON-PROFIT  
CORPORATION; AND TERRA WEST  
COLLECTIONS GROUP, LLC, D/B/A  
ASSESSMENT MANAGEMENT  
SERVICES, A NEVADA LIMITED  
LIABILITY COMPANY,

Respondents.

SATICOY BAY, LLC, SERIES 9157  
DESIRABLE, A/K/A SATICOY BAY,  
LLC, A NEVADA LIMITED LIABILITY  
COMPANY,

Appellant,

vs.

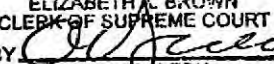
TAPESTRY AT TOWN CENTER  
HOMEOWNERS ASSOCIATION, A  
DOMESTIC NON-PROFIT  
CORPORATION; AND TERRA WEST  
COLLECTIONS GROUP, LLC, D/B/A  
ASSESSMENT MANAGEMENT  
SERVICES, A NEVADA LIMITED  
LIABILITY COMPANY,

Respondents.

No. 81488-COA

FILED

AUG 25 2021

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

No. 81880-COA ✓

*ORDER OF AFFIRMANCE (DOCKET NO. 81488-COA),  
ORDER DISMISSING APPEAL (DOCKET NO. 81880-COA)*

Saticoy Bay, LLC, Series 9157 Desirable (Saticoy Bay), appeals  
from post-judgment district court orders awarding attorney fees and costs

in a tort action, as well as subsequent orders reducing those awards to judgment.<sup>1</sup> Eighth Judicial District Court, Clark County; Nancy L. Allf, Judge.

In the underlying action, Saticoy Bay alleged that it purchased real property at a homeowners' association foreclosure sale conducted pursuant to NRS Chapter 116 by respondent Terra West Collections Group, LLC, d/b/a Assessment Management Services (AMS), acting as an agent of respondent Tapestry at Town Center Homeowners Association (the HOA). Saticoy Bay further alleged that AMS had rejected a presale tender from the beneficiary of the first deed of trust on the property in the amount of the superpriority portion of the HOA's delinquent-assessment lien, and that it failed to disclose this information to the bidders at the sale. Based on those allegations, Saticoy Bay asserted claims against both the HOA and AMS for intentional or negligent misrepresentation, breach of the duty of good faith set forth in NRS 116.1113, and conspiracy, contending that they had a duty to disclose the tender, that they breached that duty, and that Saticoy Bay incurred damages as a result.

The district court ultimately dismissed Saticoy Bay's complaint with leave to amend, concluding that its claims were time-barred and failed to state a claim for relief as pleaded. Saticoy Bay then filed an amended complaint setting forth largely the same allegations, which the district court later dismissed with prejudice on the same grounds for which it dismissed

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<sup>1</sup>Although the appeals are not consolidated, they challenge the same underlying rulings, and we therefore resolve them together.

the original complaint.<sup>2</sup> Both the HOA and AMS then filed motions for attorney fees, arguing that fees were warranted under NRS 18.010(2)(b) and/or NRS 116.4117(6). The district court granted both motions over Saticoy Bay's opposition, and it awarded \$15,424.00 to the HOA and \$14,426.50 to AMS. Both the HOA and AMS subsequently filed motions to reduce the awards to judgment, and while those motions were pending, Saticoy Bay appealed from the fee awards (Docket No. 81488-COA). And once the district court granted the motions over Saticoy Bay's opposition and reduced the fee awards to judgment, Saticoy Bay appealed from those orders as well (Docket No. 81880-COA).

*Docket No. 81488-COA*

With respect to the merits of the fee awards to the HOA and AMS, because we conclude that fees were warranted under NRS 116.4117(6), we address only that ground.

"Nevada adheres to the American Rule of attorney fees—attorney fees may not be awarded unless there is a statute, rule, or contract providing for such an award." *Pardee Homes of Nev. v. Wolfram*, 135 Nev. 173, 174, 444 P.3d 423, 424 (2019). When an award is so authorized, we review the district court's decision concerning attorney fees for a manifest abuse of discretion. *See In re Execution of Search Warrants*, 134 Nev. 799, 801, 435 P.3d 672, 675 (Ct. App. 2018). But our review is de novo when we

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<sup>2</sup>Our supreme court later affirmed the dismissal. *Saticoy Bay, LLC, Series 9157 Desirable v. Tapestry at Town Ctr. Homeowners Ass'n*, Docket No. 80969 (Order of Affirmance, February 16, 2021).

interpret the text of a statute to determine whether a party is legally eligible for an award of attorney fees under that statute.<sup>3</sup> *Id.*

NRS 116.4117(1) provides that,

[s]ubject to the requirements set forth in subsection 2, if a declarant, community manager or any other person subject to this chapter fails to comply with any of its provisions . . . , any person . . . suffering actual damages from the failure to comply may bring a civil action for damages or other appropriate relief.

In turn—and in relevant part—subsection 2 provides that such an action “may be brought . . . [b]y a unit’s owner against: (1) [t]he association; (2) [a] declarant; or (3) [a]nother unit’s owner of the association.” NRS 116.4117(2)(b). And NRS 116.4117(6) provides that “[t]he court may award reasonable attorney’s fees to the prevailing party.”

Saticoy Bay contends that the HOA and AMS are ineligible for fees under NRS 116.4117(6) for two reasons. First, Saticoy Bay argues that it did not bring its claims under NRS 116.4117—and that the statute therefore does not apply to the underlying action—because it was not a “unit’s owner” under NRS 116.4117(2)(b) at the time of the omissions giving rise to its complaint. But we are not persuaded by this argument, as nothing in the statute indicates that the conduct giving rise to a suit must have occurred when the injured party was already a unit’s owner; rather,

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<sup>3</sup>Saticoy Bay challenges only the extent to which the HOA and AMS are eligible for an award of fees under NRS 116.4117(6); it does not challenge the district court’s determination of a reasonable amount of fees to award under *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). See *Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) (providing that issues not raised on appeal are deemed waived).

the statute simply indicates that a “unit’s owner” is a party that is entitled to bring an action under the statute for damages resulting from a violation of NRS Chapter 116, *see* NRS 116.4117(1), (2)(b), and Saticoy Bay concedes that it was such a party at the time it filed its complaint. Moreover, even assuming Saticoy Bay is correct that, in order to implicate the statute, its claims must have arisen when it was in fact a unit’s owner, its complained-of damages—i.e., the harm it allegedly suffered in purchasing the property without being informed of the presale tender—occurred at the time it purchased the property and thereby became its owner. We therefore reject Saticoy Bay’s argument on this point.

Second, Saticoy Bay contends that its claims do not implicate NRS 116.4117 because they do not concern the general operations of the HOA or its compliance with its governing documents. But Saticoy Bay misreads the statute; NRS 116.4117(1) plainly provides a right of action for violation of “any . . . provision[ ]” of NRS Chapter 116, and Saticoy Bay’s complaint relies heavily upon the extent to which the HOA and AMS supposedly violated the duty of good faith set forth in NRS 116.1113. And although Saticoy Bay vaguely contends that it merely referred to that statute to establish the duty owed by the HOA and AMS—not to provide the basis for an action brought under NRS 116.4117—it fails to cogently argue this point, as it fails to identify any basis in law aside from NRS 116.4117 for asserting a claim for violation of the duty set forth in NRS 116.1113. *See Edwards v. Emperor’s Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (providing that the appellate courts need not consider claims unsupported by cogent argument or relevant authority). Accordingly, because Saticoy Bay’s NRS 116.1113 claim alleged a violation of NRS Chapter 116 and therefore plainly fell within the subject matter set

forth in NRS 116.4117(1), we conclude that Saticoy Bay did indeed bring the underlying action at least in part under NRS 116.4117, even though it did not reference the statute in its complaint. *See Droge v. AAAA Two Star Towing, Inc.*, 136 Nev. 291, 308, 468 P.3d 862, 878 (Ct. App. 2020) (noting that Nevada’s pleading standard “does not require the legal theory relied upon to be correctly identified” (internal quotation marks omitted)). We therefore affirm the orders awarding attorney fees to the HOA and AMS.

*Docket No. 81880-COA*

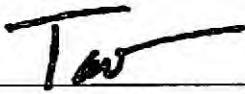
Turning to the district court’s decision to reduce both fee awards to judgment, Saticoy Bay contends that these subsequent orders were unnecessary and confusing, that they were contrary to existing authority, and that they forced Saticoy Bay to file a duplicative appeal. On this point, Saticoy Bay is correct that post-judgment orders awarding attorney fees are independently appealable and that subsequent orders reducing them to judgment are therefore superfluous and disapproved. *See Campos-Garcia v. Johnson*, 130 Nev. 610, 611-12, 331 P.3d 890, 891 (2014). However, we agree with the HOA and AMS that Saticoy Bay’s appeal from these superfluous orders was not only unnecessary, but that this court lacks jurisdiction to consider the appeal, as duplicative orders reducing fee awards to judgment like those at issue here are not substantively appealable. *See id.* at 612, 331 P.3d at 891 (dismissing an appeal as to an order reducing an earlier award of attorney fees to judgment on grounds

that the challenged order “was superfluous and cannot be appealed”). Dismissal of the appeal in Docket No. 81880-COA is therefore warranted.<sup>4</sup>

Given the foregoing, we affirm the district court’s orders awarding attorney fees to the HOA and AMS appealed from in Docket No. 81488-COA, and we dismiss Saticoy Bay’s appeal in Docket No. 81880-COA.

It is so ORDERED.<sup>5</sup>

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

  
\_\_\_\_\_, J.  
Tao

  
\_\_\_\_\_, J.  
Bulla

cc: Hon. Nancy L. Allf, District Judge  
Roger P. Croteau & Associates, Ltd.  
McDonald Carano LLP/Las Vegas  
Leach Kern Gruchow Anderson Song/Las Vegas  
Eighth District Court Clerk

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<sup>4</sup>We decline to impose sanctions against Saticoy Bay in connection with this appeal as requested by AMS.

<sup>5</sup>Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they either do not present a basis for relief or need not be reached given the disposition of this appeal.