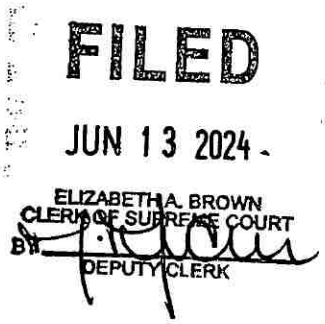
IN THE SUPREME COURT OF THE STATE OF NEVADA

ANGELIKA SROUJI, AN INDIVIDUAL; AND MOIST TOWEL SERVICES LTD, A NEVADA LIMITED LIABILITY COMPANY,
Appellants,
vs.
A & H INVESTMENTS LLC, A NEVADA LIMITED LIABILITY COMPANY; MOIST TOWEL PRODUCTS AND SERVICES LLC, A NEVADA LIMITED LIABILITY COMPANY; AND HAB SIAM,
Respondents.

No. 86713



ORDER OF AFFIRMANCE

This is an appeal from a district court order granting a motion for summary judgment in a breach-of-contract action. Eighth Judicial District Court, Clark County; Mark R. Denton, Judge.

Appellants Angelika Srouji and Moist Towel Services Ltd challenge various discovery-related rulings made by the district court. They also challenge the district court's order granting summary judgment in favor of respondents A&H Investments LLC and Hab Siam on appellants' claims.[1] We affirm.

[1]Appellants also suggest that the presiding district court judge was biased. We decline to reach this issue because appellants' motion to recuse was filed and denied after this appeal was filed, and no statute or court rule authorizes a party to challenge a district court order entered after a notice of appeal has been filed. *Cf.* NRAP 3A(b) (listing orders that are appealable).

Appellants' arguments regarding the district court's discovery-related rulings pertain primarily to the district court's January 9, 2023, order granting respondents' motion for a protective order. But appellants have not explained how the district court abused its discretion in granting that motion, which expressly found that "[t]he source of funds for the purchase of the Business is irrelevant to any claim or defense in this case." *See Club Vista Fin. Servs. v. Dist. Court*, 128 Nev. 224, 228, 276 P.3d 246, 249 (2012) ("Discovery matters are within the district court's sound discretion . . . ."). Appellants also contend that the district court refused to rule on their "renewed motion to compel." But the district court entered an order on January 6, 2023, denying this motion as moot, and appellants have not otherwise argued that this was an abuse of discretion. Accordingly, we perceive no reversible error regarding appellants' discovery-related arguments.

Appellants also contend that the district court erred in granting summary judgment for respondents on appellants' claims for breach of contract and breach of the covenant of good faith and fair dealing. In particular, they contend that the district court overlooked evidence that created a genuine issue of material fact as to whether respondents breached the Asset Purchase Agreement (APA) or the spirit of the APA. *See Wood v. Safeway*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (observing that summary judgment is appropriate when "no genuine issue as to any material fact remains and that the moving party is entitled to a judgment as a matter of law" (internal quotation marks and alterations omitted)); *cf. State Dep't of Transp. v. Eighth Jud. Dist. Ct.*, 133 Nev. 549, 554-55, 402 P.3d 677, 682-83 (2017) (observing that "[b]reach of contract is the material failure to perform a duty arising under or imposed by agreement" and that

"[e]ven if a defendant does not breach the express terms of a contract, a plaintiff may still be able to recover damages for breach of the implied covenant of good faith and fair dealing" (internal quotation marks omitted)).

As for appellants' breach-of-contract claim, we are not persuaded that the district court erred in granting summary judgment. *Wood*, 121 Nev. at 729, 121 P.3d at 1029 (reviewing de novo a district court's decision to grant summary judgment). Paragraphs 12(c) and 29 of the APA required A&H to make payments on the Seller Note and commission payments to Srouji in months when the business made a profit. Appellants contend that the district court overlooked evidence that the business was profitable, primarily relying on Exhibits 40, 48, 49, 50, and 51 for support.[2] Although some of these exhibits arguably show that a *particular transaction* generated a profit, none of the exhibits, either separately or combined, coherently show that *the business as a whole* made a profit in any given month. Thus, we are not persuaded that the district court erred in determining that appellants failed to raise a genuine issue of material fact as to whether the business generated monthly profits. *See Wood*, 121 Nev. at 732, 121 P.3d at 1031 (recognizing that the party opposing summary judgment must "do more than simply show that there is some metaphysical doubt as to the operative facts" (internal quotation marks omitted)).

As for appellants' breach-of-implied-covenant claim, we likewise are not persuaded that the district court erred in granting

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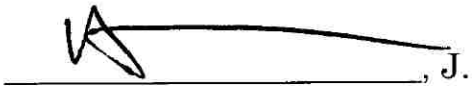
[2]To the extent appellants rely on other exhibits, we find those exhibits unpersuasive. *Cf. Schuck v. Signature Flight Support of Nev., Inc.*, 126 Nev. 434, 438, 245 P.3d 542, 545 (2010) ("[A] district court [or this court] is not obligated to wade through and search the entire record for some specific facts which might support [a] party's claim." (internal quotation marks omitted)).

summary judgment. Appellants contend that respondents "sabotaged" the business by failing to timely place and fulfill product orders. But paragraphs 28-31 of the APA placed those responsibilities on Srouji, which is further evidenced by Siam's statements in Exhibit 71. Thus, to the extent that appellants have presented evidence showing that A&H failed to place and fulfill orders, this evidence does not create a question of material fact regarding appellants' breach-of-implied-covenant claim. *Cf. State Dep't of Transp.*, 133 Nev. at 555, 402 P.3d at 683 (finding no liability on a breach-of-implied-covenant claim when the parties' contract permitted the complained-of behavior). Consistent with the foregoing, we

ORDER the judgment of the district court AFFIRMED.[3]



_____, J.
Herndon

_____, J.
Lee

_____, J.
Bell

cc: Hon. Mark R. Denton, District Judge
Angelika Srouji
Kung & Brown
Arnold & Porter Kaye Scholer LLP\Denver
Arnold & Porter Kaye Scholer LLP\Chicago
Peterson Baker, PLLC
Eighth District Court Clerk

[3]To the extent that appellants have raised arguments on appeal that we did not specifically address, we are not persuaded that those arguments warrant reversal.