

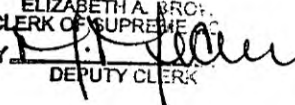
IN THE SUPREME COURT OF THE STATE OF NEVADA

GINO GIAMMANCO,
Appellant,
vs.
APRIL RECKLING,
Respondent.

No. 87220

FILED

JAN 16 2025

ELIZABETH A. BRONKHORST
CLERK OF SUPREME COURT
BY: 
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a post-judgment order awarding attorney fees and costs in a personal injury matter. Eighth Judicial District Court, Clark County; Jessica K. Peterson, Judge.

After a jury trial, the district court entered judgment for respondent April Reckling and against appellant Gino Giammanco for injuries Reckling suffered in an automobile accident. The district court later entered an order awarding Reckling attorney fees and costs incurred in prosecuting the action against Giammanco because Giammanco had rejected a pretrial offer of judgment from Reckling and failed to obtain a more favorable judgment at trial. *See* NRCP 68(f)(1) (providing that if a party rejects an offer of judgment and “fails to obtain a more favorable judgment,” that party must pay the other party’s post-offer costs and expenses); *see also Capriati Constr. Corp. v. Yahyavi*, 137 Nev. 675, 680, 498 P.3d 226, 231 (2021) (clarifying that “a district court may award the entire contingency fee as post-offer attorney fees under NRCP 68”).

Giammanco argues that the district court abused its discretion in granting Reckling’s motion for attorney fees because the court considered prelitigation settlement demands Reckling served on Giammanco’s insurer.

See Logan v. Abe, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015) (reviewing an award of attorney fees for an abuse of discretion). We disagree. The record demonstrates that the district court only considered the amount and timing of Reckling’s offer of judgment when evaluating the *Beattie* factors. *See Beattie v. Thomas*, 99 Nev. 579, 588-89, 668 P.2d 268, 274 (1983) (listing factors the court “must carefully evaluate” when considering a motion for attorney fees and costs under NRCP 68). The record also does not support Giammanco’s contention that the district court improperly relied on the prelitigation settlement demands to determine the reasonableness of the amount of Reckling’s offer of judgment. *See* NRS 48.105(1) (providing that evidence of offers to compromise are inadmissible to prove the amount of a claim). Rather, the district court referenced those demands to reject Giammanco’s contention that he reasonably rejected the offer of judgment because it was for more than Giammanco’s policy limits.¹

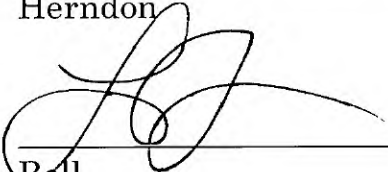
Giammanco also argues that the district court abused its discretion in awarding Reckling fees because it did not properly evaluate the *Brunzell* factors in its order. *See Brunzell v. Golden Gate Nat’l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969) (listing factors the district court must consider when determining the reasonableness of attorney fees). To the extent Giammanco argues the district court simply “rubber stamped” Reckling’s analysis of the *Brunzell* factors, we disagree. The record demonstrates that the district court thoroughly considered the parties’

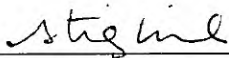
¹Giammanco also argues the district court rendered an impermissible advisory opinion when it stated that Giammanco’s insurance policy had popped, such that Giammanco would not be personally liable for satisfying a judgment in excess of the policy limits. Even if this argument had merit, it would not warrant a different result here.

arguments concerning Reckling's claimed fees and made detailed findings concerning the bases for its award. Based upon the foregoing, we

ORDER the judgment of the district court AFFIRMED.²


_____, C.J.
Herndon


_____, J.
Bell


_____, J.
Stiglich

cc: Hon. Jessica K. Peterson, District Judge
Kristine M. Kuzemka, Settlement Judge
Keating Law Group
Lather Law
Carman Cooney Forbush PLLC
Eighth District Court Clerk

²Given our disposition, we decline to address Giammanco's request to remand the matter to a different district court judge.