

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

SANDRA ALTHAUS, AN INDIVIDUAL,
Appellant,
vs.
ANN O. HALL, AN INDIVIDUAL; AND
BOWEN HALL CHARTERED, A
DOMESTIC CORPORATION,
Respondents.

No. 88375-COA

FILED

MAY 16 2025

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER OF AFFIRMANCE

Sandra Althaus appeals from a post-judgment district court order awarding attorney fees in a civil matter. Second Judicial District Court, Washoe County; Connie J. Steinheimer, Judge.

Althaus retained respondents Ann O. Hall and Bowen Hall Chartered (respondents) to represent her in a dispute involving Althaus's former financial advisers. Althaus and respondents accordingly executed a legal services agreement, which contained a provision stating that, should a dispute between Althaus and respondents arise from or related to the legal services provided to Althaus, the party prevailing in any such dispute "shall be entitled to recover its costs and attorneys' fees in any such litigation" concerning that dispute.

Althaus and her former financial advisers ultimately reached a settlement agreement. However, one of Althaus's former financial advisers subsequently pursued bankruptcy relief and sought to discharge debt owed to Althaus via the settlement agreement in the bankruptcy proceedings. The bankruptcy court ultimately discharged the debt owed by the adviser to Althaus.

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Althaus thereafter filed a civil action against respondents, asserting claims of legal malpractice and breach of contract. In her complaint, Althaus alleged that she retained respondents to pursue an action against her former financial advisers and that her claims of legal malpractice and breach of contract arose from that representation. Althaus further alleged that respondents failed to draft the settlement agreement in such a manner as to make it non-dischargeable in bankruptcy or to properly advise her that the settlement could be dischargeable in bankruptcy. In addition, Althaus referred to the legal services agreement and asserted she would be entitled to recover her attorney fees based on the aforementioned provision permitting a prevailing party in a dispute arising from or related to the legal services provided by respondents to recover such fees.

Respondents answered and later filed a motion for summary judgment. The district court ultimately granted summary judgment in respondents' favor. Althaus appealed from that decision but the Nevada Supreme Court affirmed the district court's decision. *Althaus v. Hall*, No. 85032, 2023 WL 5364143 (Nev. Aug. 21, 2023) (Order of Affirmance).

Respondents filed a motion seeking an award of attorney fees based on NRCP 68 as they asserted they served Althaus with an offer of judgment in the amount of \$20,000, she did not accept the offer of judgment, and she failed to obtain a judgment more favorable than the offer of judgment. Respondents also addressed the appropriate factors that were discussed in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Respondents filed a second motion seeking an award of attorney fees based on the attorney fees provision contained within the legal

services agreement. In addition, respondents filed memoranda of their attorney fees.

Althaus opposed both motions. In particular, Althaus challenged respondents' contention that this dispute arose from or was related to the services discussed in the legal services agreement executed by the parties. Rather, Althaus contended this dispute concerned respondents' actions and advice regarding bankruptcy law and her former financial adviser's bankruptcy proceedings.

The district court ultimately issued a written order in which it considered both of respondents' motions for attorney fees. The court concluded the attorney fees provision in the legal services agreement applied to this matter and that respondents were entitled to an award of attorney fees under that provision as the prevailing parties. In light of its decision to award attorney fees pursuant to the legal services agreement, the court elected not to evaluate whether respondents were entitled to an award of attorney fees pursuant to NRCP 68. The court also evaluated the appropriate factors under *Brunzell* and concluded those factors warranted awarding respondents attorney fees. The district court accordingly awarded attorney fees to respondents in the amount of \$63,110. This appeal followed.

Althaus argues the district court abused its discretion by awarding respondents their attorney fees. Althaus contends the court erroneously concluded that the attorney fees provision contained within the legal services agreement applied to this matter, as she argues respondents' actions were outside the scope of the legal services agreement. Althaus also asserts that the district court erroneously considered the *Brunzell* factors

sua sponte because she contends respondents failed to discuss those factors in their motion seeking attorney fees.

The district court may only award attorney fees where a statute, rule, or contract allows it, and we review such an award for an abuse of discretion. *Albios v. Horizon Cmtys., Inc.*, 122 Nev. 409, 417, 132 P.3d 1022, 1027-28 (2006). An abuse of discretion occurs when the court's decision is not supported by substantial evidence, *Otak Nev., LLC v. Eighth Jud. Dist. Ct.*, 129 Nev. 799, 805, 312 P.3d 491, 496 (2013), "which is evidence that a reasonable person may accept as adequate to sustain a judgment," *Ellis v. Carucci*, 123 Nev. 145, 149, 161 P.3d 239, 242 (2007).

However, [w]hether a contract authorizes attorney fees is a question of law reviewed de novo." *Pardee Homes of Nev. v. Wolfram*, 135 Nev. 173, 178, 444 P.3d 423, 427 (2019). In addition, "[t]he objective in interpreting an attorney fees provision, as with all contracts, is to discern the intent of the contracting parties" and that "the contract will be enforced as written" if its language is "clear and unambiguous." *Barbara Ann Hollier Tr. v. Shack*, 131 Nev. 582, 593, 356 P.3d 1085, 1092 (2015) (quoting *Davis v. Beling*, 128 Nev. 301, 321, 278 P.3d 501, 515 (2012)).

"In determining the amount of fees to award, the district court is not limited to one specific approach; its analysis may begin with any method rationally designed to calculate a reasonable amount, so long as the requested amount is reviewed in light of the *Brunzell* factors." *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015) (internal quotation marks and brackets omitted).

Here, respondents moved for attorney fees pursuant to the attorney fees provision in the legal services agreement. This provision provided for an award of attorney fees to the prevailing party in any

litigation concerning “[a]ll disputes arising from, or related to” the legal services provided to Althaus by respondents concerning the litigation of the action against her former financial adviser. Respondents also addressed the appropriate factors under *Brunzell*, 85 Nev. at 349, 455 P.2d at 33, in their first motion seeking attorney fees, contending that their counsel had over 40 years of experience in civil litigation and she had significant experience in defending against legal malpractice actions, the allegations raised by Althaus were complex, counsel was required to perform work that included written discovery and depositions, and counsel obtained a favorable result for respondents.

The district court reviewed the legal services agreement and allegations contained within Althaus’s complaint concerning her claims of malpractice and breach of contract. The court found that Althaus’s contention that the legal services agreement did not apply to the allegations in this matter was directly opposed by the nature of the allegations contained within her complaint. The district court therefore concluded that the dispute at issue in this matter arose from or was related to the legal services provided by respondents concerning the aforementioned litigation against Althaus’s former financial adviser. Accordingly, the court concluded that the attorney fees provision in the parties’ agreement applied and, as respondents were the prevailing party, they were entitled to an award of attorney fees pursuant to that agreement.

In addition, the district court also reviewed the appropriate factors pursuant to *Brunzell*, 85 Nev. at 349, 455 P.2d at 33. The court found that respondents’ counsel had forty years of experience in civil litigation and that her hourly rate of \$220 was warranted based on her experience. The court also noted that this matter had been ongoing for four

years and it involved written discovery and depositions. Moreover, the court reviewed the billing records and found that this matter involved extensive review of documents, motion practice, analysis of the prior bankruptcy proceeding, discovery, and appellate work. In light of the work actually performed by respondents' counsel, the court found that attorney fees in the amount of \$63,110 were warranted. Finally, the court found that counsel successfully secured summary judgment in respondents' favor. In light of the aforementioned findings, the court concluded that the *Brunzell* factors favored awarding respondents' attorney fees in the amount of \$63,110.


Our review of the record supports the district court's decision to award attorney fees. Our de novo review of the legal services agreement reveals the plain language of that agreement clearly and unambiguously provided for an award of attorney fees to the prevailing party in a dispute arising from or related to the legal services respondents provided to Althaus concerning the litigation involving her former financial advisers. See *Pardee Homes of Nev.*, 135 Nev. at 178, 444 P.3d at 427; *Barbara Ann Hollier Tr.*, 131 Nev. at 582, 356 P.3d at 1092. Althaus's allegations contained within her complaint either arose from or were related to respondents' actions and statements concerning that litigation and the settlement of that matter. Thus, Althaus fails to demonstrate that the district court erred by finding that the attorney fees provision of the legal services agreement applied to this matter.

Moreover, Althaus is not entitled to relief based upon her contention that respondents failed to address the *Brunzell* factors. As discussed previously, respondents discussed those factors in their first motion seeking attorney fees. Because respondents addressed those factors,

and the record demonstrates the district court reviewed the requested attorney fees in light of the *Brunzell* factors, Althaus fails to demonstrate the district court abused its discretion when awarding respondents' attorney fees. *See Albios*, 122 Nev. at 417, 132 P.3d at 1027-28; *Logan*, 131 Nev. at 266, 350 P.3d at 1143. Accordingly, we conclude Althaus is not entitled to relief, and we

ORDER the judgment of the district court AFFIRMED.¹


_____, C.J.
Bulla


_____, J.
Gibbons


_____, J.
Westbrook

cc: Hon. Connie J. Steinheimer, District Judge
Jeffrey A. Dickerson
Laxalt Law Group, Ltd./Reno
Washoe District Court Clerk

¹Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.