

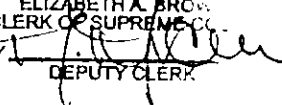
IN THE SUPREME COURT OF THE STATE OF NEVADA

HARRIS LAW FIRM, LLP, A NEVADA  
LIMITED LIABILITY PARTNERSHIP,  
Appellant,  
vs.  
STEVE DIMOPOULOS, LLC, A  
NEVADA LIMITED LIABILITY  
COMPANY,  
Respondent.

No. 87452

**FILED**

**MAY 29 2025**

ELIZABETH A. BROOKS  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

This is an appeal from district court post-judgment orders awarding attorney fees and costs in a declaratory relief action. Eighth Judicial District Court, Clark County; Eric Johnson, Judge.

David Booze, a non-party to this appeal, retained appellant Harris Law Firm, LLP (“Harris Law”) to represent him for personal injuries arising from a car accident. Approximately five months after retention, Booze discharged Harris Law and retained respondent Steve Dimopoulos, LLC (“Dimopoulos Law”). Harris Law subsequently served Booze and Dimopoulos Law with a notice of an attorney lien seeking a fee arising out of the case. The notice stated that pursuant to the termination provision in Booze’s retainer agreement, Harris Law was entitled to a pro rata share of the total attorney fees or a rate of \$1,000 per hour for all attorney and non-attorney work, whichever is greater.

Dimopoulos Law secured a policy-limit settlement for Booze approximately one year after being retained. Following this, Steve Dimopoulos contacted Harris Law and requested a detailed breakdown of attorney and non-attorney time spent on the Booze matter; this request was denied. Dimopoulos Law initiated informal settlement discussions with

Harris Law, making several offers including a percentage of the settlement and a blended hourly rate for the work performed. Harris Law declined each offer, prompting Dimopoulos Law to commence litigation.

Dimopoulos Law filed an action for declaratory relief against Harris Law in January 2021, asking the district court to declare that Harris Law's termination provision is void, that Harris Law's lien is without effect, and that Harris Law is not entitled to any share of fees from the Booze matter. Dimopoulos Law provided an offer of judgment of \$15,000. Harris Law had put 17 hours of work into the case before Booze changed firms. Harris Law rejected the offer, asserting that it could not assess the reasonableness of the offer without knowing Booze's total settlement.

In May 2022, Dimopoulos Law filed a motion for summary judgment arguing that Harris Law's termination provision is unconscionable and void as against public policy, that the lien is unenforceable, and that Harris Law should not be entitled to any attorney fees under a theory of quantum meruit. The district court granted the motion, finding that Dimopoulos Law had standing to bring this action as the lien prevented Dimopoulos Law from being paid for its work on the case, that it met the elements for declaratory relief, that the termination provision is unconscionable and violates NRPC 1.5, and that Harris Law performed very little work on the Booze matter and thus was not entitled to any recovery of fees.

Dimopoulos Law filed a motion seeking attorney fees under both NRCP 68 and NRS 18.010(2)(b). After analyzing the *Beattie* factors, the district court awarded Dimopoulos Law \$229,055.26 in attorney fees under NRCP 68, but not NRS 18.010(2)(b). Harris Law filed a motion for reconsideration as to whether Dimopoulos Law was entitled to attorney fees

under NRCP 68. In response, Dimopoulos Law filed a countermotion for attorney fees and costs. The district court denied Harris Law's motion and granted, in part, Dimopoulos Law's countermotion for fees because Harris Law failed to show the district court erred in granting fees under NRCP 68. Again analyzing the *Beattie* factors, the district court awarded Dimopoulos Law an additional \$38,921.27 in attorney fees and \$966.50 in costs. Harris Law now appeals the district court's awards of attorney fees and costs.

*Harris Law waived its argument that Dimopoulos Law lacked standing to bring the underlying declaratory relief action.*

As a preliminary matter, Harris Law argues that Dimopoulos Law lacked standing to bring this declaratory relief action because Dimopoulos Law is not a party to nor a third-party beneficiary of the underlying contract between Harris Law and Booze. However, the appeal challenging the district court's judgment on the underlying merits of the case was dismissed. Accordingly, the only issue presently before us is an appeal of the order granting attorney fees and costs.

Harris Law nonetheless attempts to import its arguments regarding standing into the *Beattie* analysis. Specifically, it asserts that its defenses were raised in good faith because it believed Dimopoulos Law lacked standing to bring the declaratory relief action. Because Harris Law failed to make this argument below, it is waived. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged in the trial court, unless it goes to the jurisdiction of that court, is deemed to have been waived and will not be considered on appeal.").

*The district court did not abuse its discretion in awarding Dimopoulos Law attorney fees*

Setting aside the waived arguments related to standing, Harris Law further argues that the district court abused its discretion by awarding Dimopoulos Law attorney fees under NRCP 68. “Where a party rejects an offer of judgment and fails to obtain a more favorable outcome, the offering party may recover attorney fees and costs incurred after the offer was made.” *Valley Health Sys., LLC v. Murray*, 140 Nev., Adv. Op. 14, 544 P.3d 904, 912 (2024) (citing NRCP 68(f)(1)(B)). When determining whether to award attorney fees under NRCP 68, the district court considers:

(1) whether the plaintiff’s claim was brought in good faith; (2) whether the defendant’s offer of judgment was reasonable and in good faith in both its timing and amount; (3) whether the plaintiff’s decision to reject the offer and proceed to trial was grossly unreasonable or in bad faith; and (4) whether the fees sought by the offeror are reasonable and justified in amount.

*Beattie v. Thomas*, 99 Nev. 579, 588-89, 668 P.2d 268, 274 (1983). Where a plaintiff rather than a defendant makes the offer of judgment, the first factor is whether the defendant’s defenses were raised in good faith. *Yamaha Motor Co., U.S.A. v. Arnoult*, 114 Nev. 233, 252, 955 P.2d 661, 673 (1998). For the final factor, to determine if the fees requested are reasonable, the district court must consider the *Brunzell* factors:

(1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the

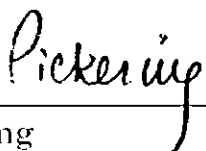
result: whether the attorney was successful and what benefits were derived.


*Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). Unless the district court's evaluation of the *Beattie* factors is arbitrary or capricious, this court will not disturb the lower court's award of attorney fees. *Yamaha Motor Co.*, 114 Nev. at 251, 955 P.2d at 672.

Because the record demonstrates that the district court fully analyzed each of the *Beattie* and *Brunzell* factors and memorialized its findings, we conclude that the district court did not abuse its discretion by awarding fees to Dimopoulos Law, the prevailing party. See *Yamaha Motor Co.*, 114 Nev. at 251, 955 P.2d at 673 ("The written order formally awarding Arnoult's fees and the oral pronouncements of the district court demonstrate that all of the factors were considered."); see also *Wynn v. Smith*, 117 Nev. 6, 13-14, 16 P.3d 424, 429 (2001) ("Because it considered each of the *Beattie* factors, we cannot conclude that the district court's refusal to award attorney fees to Smith was an abuse of discretion."). Moreover, there is nothing in the record to suggest that the district court's awards of attorney fees were arbitrary or capricious given the detailed justifications it set forth.

Accordingly, we

ORDER the judgment of the district court AFFIRMED.

\_\_\_\_\_, J.  
Pickering

\_\_\_\_\_, J.  
Cadish

\_\_\_\_\_, J.  
Lee

cc: Hon. Eric Johnson, District Judge  
Paul M. Haire, Settlement Judge  
Campbell & Williams  
Christiansen Trial Lawyers  
Bailey Kennedy  
Eighth District Court Clerk