

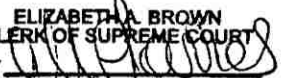
IN THE COURT OF APPEALS OF THE STATE OF NEVADA

SHANNON E. STIGGINS,  
Appellant,  
vs.  
DONNA L. HANDS,  
Respondent.

No. 89939-COA

**FILED**

**FEB 20 2026**

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Shannon E. Stiggins appeals from a district court order granting a motion to dismiss in a civil action. Eighth Judicial District Court, Clark County; Tina Talim, Judge.

Stiggins filed a complaint in which she alleged respondent Donna L. Hands committed breach of contract and sought enforcement of a negotiable instrument. Stiggins alleged she sent various letters to Hands and, in those letters, she made contractual offers. Stiggins attached those letters to the complaint. The letters stated that various repairs to a residential property were necessary and requested Hands to pay Stiggins monetary compensation for harm caused to Stiggins' health and well-being.

Stiggins further alleged the letters contained clauses that stated Hands' silence constituted acceptance of Stiggins' contractual offers. Stiggins also alleged that Hands did not respond to the letters and, because Hands' silence constituted acceptance of the contractual offers, Hands thus had a duty to perform. Stiggins contended that Hands had yet to perform as required, the failure to perform constituted a breach, and Stiggins was owed damages as a result of the breach. In addition, Stiggins contended the

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contractual agreement constituted a negotiable instrument under the Uniform Commercial Code and Hands failed to perform when presented with the negotiable instrument.

Hands thereafter filed a motion to dismiss Stiggins' complaint pursuant to NRCP 12(b)(5). Hands stated that she was the owner of a residential property and that Stiggins was a former tenant of that property. Hands argued that Stiggins failed to state a valid breach of contract claim, as Stiggins' contention that Hands' silence constituted acceptance of various contractual offers was insufficient to form a contract as a matter of law. Hands further contended that Stiggins' letters did not meet the definition of a negotiable instrument under NRS 104.3104 and Stiggins thus failed to state a claim related to enforcement of a negotiable instrument. Hands opposed the motion to dismiss. Stiggins thereafter filed a reply.

The district court subsequently entered a written order granting Hands' motion to dismiss. The court noted that Stiggins attached the relevant letters to her complaint and it explained it reviewed those letters in evaluating the motion to dismiss. The court further noted that a contract requires an offer, acceptance, a meeting of the minds, and consideration. After evaluation of Stiggins' allegations and the attached letters, it determined that Stiggins failed to state a valid claim for breach of contract. The court also reviewed Stiggins' allegations concerning enforcement of a negotiable instrument and, in light of the definition of a negotiable instrument under NRS 104.3104(1), determined Stiggins failed to state a valid claim for which relief could be granted. This appeal followed.

On appeal, Stiggins challenges the district court's decision to dismiss her complaint. This court reviews an order granting a motion to

dismiss for failure to state a claim upon which relief can be granted under NRCP 12(b)(5) de novo. *Brown v. Eddie World, Inc.*, 131 Nev. 150, 152, 348 P.3d 1002, 1003 (2015). We rigorously review a district court order granting an NRCP 12(b)(5) motion to dismiss, accepting all of the plaintiff's factual allegations as true and drawing every reasonable inference in the plaintiff's favor to determine whether the allegations are sufficient to state a claim for relief. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). A complaint should be dismissed for failure to state a claim "only if it appears beyond a doubt that [the plaintiff] could prove no set of facts, which, if true, would entitle [the plaintiff] to relief." *Id.* at 228, 181 P.3d at 672. Although the district court generally may not consider matters outside of the pleadings when reviewing an NRCP 12(b)(5) motion, the court "may take into account matters of public record, orders, items present in the record of the case, and any exhibits attached to the complaint." *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 847, 858 P.2d 1258, 1261 (1993).

First, Stiggins argues the district court erroneously determined that her breach of contract claim failed. She argues that she and Hands had a pre-existing relationship because Stiggins was a tenant of a rental property. Stiggins contends that Hands received the aforementioned letters, which were sent because of the landlord-tenant relationship, and Hands silence after receiving those letters constituted acceptance of the contractual offers contained therein. Stiggins therefore argues that she and Hands formed a valid contract when Hands did not respond to the letters.

"To prevail on a claim for breach of contract, the plaintiff must establish (1) the existence of a valid contract, (2) that the plaintiff

performed, (3) that the defendant breached and (4) that the breach caused the plaintiff damages.” *Iliescu v. Reg'l Transp. Comm'n of Washoe Cnty.*, 138 Nev. 741, 746, 522 P.3d 453, 458 (Ct. App. 2022). “Basic contract principles require, for an enforceable contract, an offer and acceptance, meeting of the minds, and consideration.” *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). “The mere receipt of an unsolicited offer does not impair the offeree’s freedom of action or inaction or impose on him any duty to speak.” Restatement (Second) of Contracts § 69 cmt. a (Am. Law. Inst. 1981). “Ordinarily an offeror does not have power to cause the silence of the offeree to operate as acceptance.” *Id.*

Here, Stiggins’ allegations, taken as true, were insufficient to demonstrate that her unsolicited offers to Hands formed an enforceable contract. *See Garmong v. Sierra Pac. Power Co., Inc.*, No. 88865, 2025 WL 2384657, at \*3 (Nev. Aug. 14, 2025) (Order of Affirmance) (affirming a district court’s dismissal of a breach of contract claim because the respondent’s silence did not “constitute acceptance of [appellant’s] alleged offer”). Stiggins did not have the power to create a condition that would have turned Hands’ silence into acceptance of Stiggins’ contractual offers. *See* Restatement (Second) of Contracts § 69 cmt. a; *see also* 17A Am. Jur. 2d Contracts § 97 (“An offeror cannot prescribe conditions so as to turn the offeree’s silence into acceptance.”). Thus, Stiggins’ allegations were insufficient to show that Hands actually accepted her contractual offers. In light of the foregoing, we conclude Stiggins’ allegations were insufficient to demonstrate that her letters to Hands, and Hands’ lack of response to those letters, formed an enforceable contract. *See May*, 121 Nev. at 672, 119 P.3d at 1257.

In addition, Stiggins does not argue on appeal that there was a meeting of the minds concerning the essential contractual terms. See *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 378, 283 P.3d 250, 255 (2012) (“A meeting of the minds exists when the parties have agreed upon the contract’s essential terms.”). Stiggins likewise does not allege that she and Hands reached a bargained for exchange of performances or return promises such that sufficient consideration occurred for enforcement of a contractual agreement. See *Jones v. SunTrust Mortg., Inc.*, 128 Nev. 188, 191, 274 P.3d 762, 764 (2012) (stating that, to be legally enforceable, a contract “must be supported by consideration” and “[c]onsideration is the exchange of a promise or performance, bargained for by the parties”). Because a meeting of the minds and consideration are required for an enforceable contract, see *May*, 121 Nev. at 672, 119 P.3d at 1257, and Stiggins does not address those issues on appeal, she has thus forfeited any arguments related to the same, see *Palmieri v. Clark County*, 131 Nev. 1028, 1033 n.2, 367 P.3d 442, 446 n.2 (2015) (stating that issues that are not raised on appeal are deemed forfeited).

Because Stiggins’ has not established the existence of a valid contract, she accordingly fails to demonstrate the district court erred by dismissing her breach of contract claim. See *Iliescu*, 138 Nev. at 746, 522 P.3d at 458. Therefore, we conclude Stiggins is not entitled to relief.

Second, Stiggins appears to challenge the district court’s dismissal of her claim concerning the enforcement of a negotiable instrument. Stiggins contends the statutory definition of a negotiable instrument was irrelevant to her claim.

As stated previously, the district court noted that the elements of a negotiable instrument are set forth in NRS 104.3104(1). Under NRS 104.3104(1), the elements of a negotiable instrument include, among other things, requirements that the instrument “[be] payable to bearer or to order” and “[d]oes not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money.” The court reviewed the letters and determined, in light of the definition of a negotiable instrument under NRS 104.3104(1), that Stiggins was not entitled to enforce the letters as if they were negotiable instruments.

On appeal, Stiggins does not present cogent argument concerning the district court’s decision or provide explanation as to why she believes the statutory definition of a negotiable instrument is not relevant to this matter. As a result, we need not consider this issue. *See Edwards v. Emperor’s Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (providing that appellate courts need not consider issues that are not supported by cogent argument). Accordingly, we conclude Stiggins is not entitled to relief based on this argument.

Finally, Stiggins argues the district court’s decision to dismiss her complaint interferes with her right to contract in violation of the Contracts Clause of the United States Constitution. The Contracts Clause prohibits a state from passing a law that impairs obligations of existing contracts. *Nat’l Ass’n of Mut. Ins. Cos. v. Dep’t of Bus. & Indus., Div. of Ins.*, 139 Nev. 18, 34, 524 P.3d 470, 485 (2023) (“Under the United States and Nevada Constitutions, the state may not pass a law that impairs the obligations of existing contracts.”). Stiggins does not argue that a state law

impairs an existing contractual relationship, and she thus fails to demonstrate her Contracts Clause challenge has merit. See *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 244 (1978) (holding that the first step of a Contracts Clause challenge is to determine whether the challenged state law “operate[s] as a substantial impairment” to an existing contractual relationship). Accordingly, we

ORDER the judgment of the district court AFFIRMED.<sup>1</sup>

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

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

  
\_\_\_\_\_, J.  
Westbrook

cc: Hon. Tina Talim, District Judge  
Shannon Elizabeth Stiggins  
Johnson & Gubler, P.C.  
Eighth District Court Clerk

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<sup>1</sup>Insofar as Stiggins raises 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.