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ELIZABETH A. BROWN
CLERK OF SUPREME COURT

IN THE SUPREME COURT OF THE STATE OF NEVADA

GREEN LEAF FARMS HOLDINGS LLC, A NEVADA LIMITED LIABILITY COMPANY, Appellant, vs. BELMONT NLV, LLC, A NEVADA LIMITED LIABILITY COMPANY; FOX ROTHSCHILD, LLP, A FOREIGN LIMITED-LIABILITY PARTNERSHIP; AND RYAN CARLSON, AN INDIVIDUAL Respondents.	No. 89741
GREEN LEAF FARMS HOLDINGS LLC, A NEVADA LIMITED LIABILITY COMPANY, Appellant, vs. BELMONT NLV, LLC, A NEVADA LIMITED LIABILITY COMPANY AND RYAN CARLSON, AN INDIVIDUAL, Respondents.	No. 90639

ORDER OF AFFIRMANCE

These are consolidated appeals from a district court's grant of summary judgment and attorney fee award for respondents. Eighth Judicial District Court, Clark County; Joanna Kishner, Judge.

Appellant Green Leaf Farm Holdings, Inc. leased premises in Las Vegas from respondent Belmont NLV, LLC. To secure the lease, the parties executed several security agreements entitling Belmont to seize Green Leaf's property on site in the event of default on the lease. After Green Leaf defaulted on the lease for failing to pay rent, Belmont terminated the lease, evicted Green

Leaf from the property, and seized Green Leaf's property pursuant to the security agreements. The parties sued each other, and the district court granted summary judgment for Belmont, finding that Belmont permissibly terminated the lease and evicted Green Leaf. This court affirmed summary judgment for Belmont in that first action. *Green Leaf Farms Holdings LLC v. Belmont NLV, LLC*, No. 84779, 2024 WL 2990636 (Nev. Jun. 13, 2024) (Order of Affirmance).

While the first action was pending, Green Leaf filed a second suit against Belmont, its employee, respondent Ryan Carlson, and its law firm, respondent Fox Rothschild, (collectively, Belmont) related to Belmont's alleged mishandling of Green Leaf's property during the eviction. This suit included ten claims: breach of contract, breach of the implied covenant of good faith and fair dealing, conversion, negligence, negligence per se, tortious interference with contractual and economic advantages, unjust enrichment, declaratory relief, vicarious liability, and civil conspiracy. The district court granted summary judgment for Belmont on all ten claims and awarded it attorney fees. Green Leaf appeals.

We review a district court's grant of summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). All evidence is construed in the "light most favorable to the nonmoving party." *Id.* Summary judgment is appropriate when there is "no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." NRCP 56(a). Where the district court's grant of summary judgment rests on multiple independent grounds, we will reverse only if the appellant demonstrates error as to each ground. *Hung v. Berhad*, 138 Nev. 547, 549, 513 P.3d 1285, 1287 (Ct. App. 2022).

Green Leaf conceded that the landlord-tenant issues here are issue precluded

Green Leaf did not address in its opening brief the district court's grant of summary judgment on the basis of issue preclusion. In its reply and at oral argument, Green Leaf conceded that the first action resolved issues related to the landlord-tenant disputes involved in this case. It maintained, however, that there are unresolved issues related to Belmont's obligations under the security agreements and the Nevada Uniform Commercial Code (UCC) to dispose of the seized collateral.[1]

Issue preclusion prevents litigants who already "had one full and fair opportunity to litigate an issue from" reraising the same issue in a subsequent lawsuit. *Bower v. Harrah's Laughlin, Inc.*, 125 Nev. 470, 481, 215 P.3d 709, 718 (2009) (citation modified). Issue preclusion applies when a particular issue in a pending case is identical to an issue that was actually litigated and decided on the merits in a final decision of a prior case. *Five Star Cap. Corp. v. Ruby*, 124 Nev. 1048, 1055, 194 P.3d 709, 713 (2008) (outlining the four elements of issue preclusion), *modified by Weddell v. Sharp*, 131 Nev. 233, 350 P.3d 80 (2015). Whether issue preclusion applies is a legal conclusion subject to de novo review. *Alcantara ex rel. Alcantara v. Wal-Mart Stores, Inc.*, 130 Nev. 252, 256, 321 P.3d 912, 914 (2014).

Here, Green Leaf did not address issue preclusion in its opening brief, thus forfeiting it. *Powell v. Liberty Mut. Fire Ins.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011). More critically, Green Leaf conceded that the landlord-tenant issues were resolved in the first action. Although Green Leaf argues that unresolved UCC-based issues remain, Green Leaf failed to plead its claims under that theory. Instead, Green Leaf pleaded its claims as related

[1]Nevada codified the Secured Transactions portion of the Uniform Commercial Code at NRS Chapter 104, Article 9.

to the eviction, referring specifically to the date of the lockout and Belmont's duties as landlord, while failing to mention any security agreement or the UCC. Green Leaf did not introduce the UCC theory until the summary judgment stage of litigation. It did not attempt to amend the complaint. Accordingly, the district court was not obligated to and did not consider that theory.[2] *Cf. W. States Const., Inc. v. Michoff*, 108 Nev. 931, 936, 840 P.2d 1220, 1223 (1992) (requiring that complaints set forth sufficient facts to provide notice of the nature of the claim and relief sought); *Connell v. Carl's Air Conditioning*, 97 Nev. 436, 439, 634 P.2d 673, 675 (1981) (affirming district court's denial to consider alternative theory of liability not pleaded in complaint). Rather, as pleaded, the claims for breach of contract, breach of the implied covenant of good faith and fair dealing, conversion, negligence, negligence per se, declaratory relief, and civil conspiracy addressed Belmont's landlord obligations with respect to re-entry of the premises leased to Green Leaf. Because Green Leaf conceded that these landlord-tenant issues were resolved in the first action and forfeited any argument as to issue preclusion as an independent basis of the district court's grant of summary judgment, we affirm summary judgment on those claims.

Green Leaf contractually waived its claim for tortious interference with contractual and economic advantages

Green Leaf argues that the district court erred in finding that the tortious interference with contractual and economic advantages (interference) claim was contractually waived under the lease. Green Leaf contends that the waiver provision applied only to eviction-related claims and the interference claim was not based on the eviction.

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[2]Green Leaf similarly failed to plead its bailment theory and the district court properly declined to consider it at the summary judgment stage.

Absent ambiguity or factual disputes, we review questions of contract interpretation de novo. *Galardi v. Naples Polaris, LLC*, 129 Nev. 306, 309, 301 P.3d 364, 366 (2013). The language of an unambiguous contract controls, and this court will enforce it as written. *Power Co. v. Henry*, 130 Nev. 182, 189, 321 P.3d 858, 863 (2014).

Here, the lease contains the following waiver provision: "Tenant hereby waives any claim, and releases Landlords and Landlord's agents, representatives, contractors and employees from all liability, for damage occasioned by any action taken by Landlord pursuant to this Paragraph." The referenced paragraph describes Belmont's remedies in the event of Green Leaf's breach of the lease:

> Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended and/or shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the reasonable cost of, and for the account of Tenant.

As discussed above, Green Leaf failed to plead its claims under its newly raised UCC theory. Rather, Green Leaf pleaded the interference claim as Belmont unlawfully entering the premises and destroying, damaging, or taking Green Leaf's property in conducting the eviction, with the "inten[tion] or desig[n] to disrupt, harm or otherwise interfere with Plaintiff's then-existing contracts and/or prospective contractual relationships" with "TXR, MJ Holdings, and certain prior customers." As this claim directly relates to Belmont's re-entry and the eviction, it is precisely the type of claim contemplated by the waiver provision of the lease. We therefore affirm the district court's summary judgment on the interference claim.

The district court properly excluded evidence of Green Leaf's damages with respect to the unjust enrichment claim

Green Leaf argues that the district court erred by granting summary judgment on the unjust enrichment claim on the basis that Green Leaf failed to timely disclose its damages computation. Green Leaf initially contends that its fourth supplemental disclosures complied with NRCP 16.1(a) because it "sufficiently put [Belmont] on notice of their potential exposure." In any event, Green Leaf argues, excluding evidence of its damages as a sanction for violating NRCP 16.1(a) was an extreme remedy. Belmont responds that Green Leaf violated NRCP 16.1(a) by not including a damages computation in its initial disclosures and that exclusion is an automatic and self-executing sanction under NRCP 37(c).

Parties must provide initial disclosures to opposing parties, including "a computation of each category of damages claimed." NRCP 16.1(a)(1)(A)(iv). Failure to provide these disclosures pursuant to NRCP 16.1(a) results in sanctions. NRCP 37(c). The default sanction is that "the party is not allowed to use that information . . . unless the failure was substantially justified or is harmless." NRCP 37(c)(1); *Pizarro-Ortega v. Cervantes-Lopez*, 133 Nev. 261, 265, 396 P.3d 783, 787 (2017). As the rule's language indicates, the court must first determine whether nondisclosure is substantially justified or harmless before it may impose a sanction. NRCP 37(c)(1). On motion, the district court has discretion to choose additional or alternative sanctions. *Id.*

Here, the district court found that Green Leaf failed to comply with NRCP 16.1(a) because it did not include a damages computation in its initial disclosures. Although Green Leaf eventually provided a list of alleged damages in its fourth supplemental disclosures, the court found that it was "substantively deficient" because it did not list the damages according to the cause of action. In considering whether the tardy disclosure was substantially justified, the court rejected Green Leaf's arguments that counsel substitutions and other delays in litigation excused its failure to include the damages computation in initial disclosures. The court also rejected Green Leaf's argument that noncompliance was harmless because Green Leaf provided evidence of damages during discovery, finding that discovery is "no substitute for Rule 16.1 compliance" especially because the eventually disclosed computation did not reflect the numbers contained in discovery documents. Per NRCP 37(c), the court excluded evidence of Green Leaf's damages. The court then granted summary judgment for lack of evidence of damages as to the unjust enrichment claim.

We first conclude that the district court erred in faulting Green Leaf for not delineating the damages by claim. Damages computations need not be broken down by cause of action. NRCP 16.1(a)(1)(A)(iv) (requiring only "a computation of each category of damages claimed"). Nevertheless, the record is clear that Green Leaf failed to comply with the initial disclosure requirements of NRCP 16.1(a). The district court properly considered whether that failure was substantially justified or harmless, and we discern no abuse of discretion in its determination. We thus conclude that the district court did not err in imposing the exclusionary sanction under NRCP 37(c).[3] Accordingly, we affirm summary judgment on the unjust enrichment claim.[4]

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[3]Our recent decision in *Zhang v. Zhang*, 142 Nev., Adv. Op. 45, 591 P.3d 184 (2026), does not compel a different conclusion.

[4]With the last of the claims adjudicated in Belmont's favor, Green Leaf's vicarious liability claim also fails.

The district court did not abuse its discretion in awarding attorney fees to Belmont

Green Leaf argues that the district court abused its discretion in awarding Belmont attorney fees because neither the lease nor NRS 18.010(2) warrant an award and because Belmont failed to provide sufficient evidence upon which the district court could evaluate the character of the work actually performed under *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349-50, 455 P.2d 31, 33-34 (1969). We disagree.

District courts may award attorney fees when permitted by statute, rule, or contract. *Locken v. Locken*, 98 Nev. 369, 373, 650 P.2d 803, 805 (1982). We review such an award for an abuse of discretion. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). In valuating counsel's services to determine the amount of the award, courts must consider (1) counsel's qualifications, (2) the nature of the work, (3) the "skill, time and attention given to the work," and (4) the result obtained. *Brunzell*, 85 Nev. at 349, 455 P.2d at 33. Relevant inquiries about the nature of the work include "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." *Id.* So long as the court does not abuse its discretion in considering these factors and the award is supported by substantial evidence, we will affirm the award. *Logan*, 131 Nev. at 266-67, 350 P.3d at 1143. The evaluation may be based on attorney declarations, affidavits, or depositions and the case's procedural history. *See, e.g.*, *Herbst v. Humana Health Ins. of Nev., Inc*, 105 Nev. 586, 591, 781 P.2d 762, 765 (1989).

Here, the court found that Green Leaf unreasonably maintained its suit after this court affirmed the judgment against it in the first action. Thus, NRS 18.010(2) justified attorney fees from the filing of the affirmance. Independently, the court found that two provisions of the lease also warranted attorney fees. In weighing the *Brunzell* factors, the court considered Belmont's declarations and billing records and the court's observations from the hearings and motion work.

NRS 18.010(2) permits attorney fees when the court finds that the opposing party "brought or maintained" a claim "without reasonable ground." After review, we conclude that the district court did not abuse its discretion in finding that Green Leaf maintained its lawsuit without reasonable ground after we affirmed the judgment in the first action, especially in light of the eviction-based pleading of the claims and Green Leaf's admission that the landlord-tenant issues had been resolved in the first action. We therefore conclude that NRS 18.010(2) provided a basis for the attorney fee award.[5] Furthermore, we conclude that the court's observations throughout the proceedings, coupled with Belmont's declarations and records, were sufficient evidence upon which to evaluate the *Brunzell* factors. We thus affirm the attorney fee award. Accordingly, as the district court did not err in granting summary judgment on Green Leaf's claims or in awarding Belmont attorney fees, we

ORDER the judgment of the district court AFFIRMED.

Stiglich, J.

Cadish, J.

Lee, J.

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[5]Given this sufficient foundation for the fee award, we decline to review the district court's interpretation of the lease provisions that the court found provided an independent basis for the award.

cc: Hon. Joanna Kishner, District Judge
Fox Rothschild, LLP/Las Vegas
Spencer Fane LLP/Las Vegas
Eighth District Court Clerk