

IN THE SUPREME COURT OF THE STATE OF NEVADA

PARDEE HOMES OF NEVADA,

Appellant,

vs.

JAMES WOLFRAM; ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST; and the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST,

Respondents.

Case No.: 72371

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Elizabeth A. Brown

Eighth Judicial District Clerk of Supreme Court
Case No.: A-10-632338-C

**RESPONDENTS' RESPONSE TO
APPELLANT'S NOTICE OF
SUPPLEMENTAL
AUTHORITIES**

COME NOW, Respondents, JAMES WOLFRAM, ANGELA L. LIMBOCKER-WILKES as trustee of the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST, and the WALTER D. WILKES AND ANGELA L. LIMBOCKER-WILKES LIVING TRUST (collectively, "Respondents" or "Wolfram and Wilkes"), by and through their counsel of record, James J. Jimmerson, Esq. and James M. Jimmerson, Esq., of The Jimmerson Law Firm, P.C., and, pursuant to NRAP 31(e), hereby provide the following response to Appellant Pardee

Homes of Nevada’s (“Pardee”) Notice of Supplemental Authorities (the “Response”).

I. LEGAL AUTHORITY FOR RESPONSE

Under Nevada Rule of Appellate Procedure 31(e):

When pertinent and significant authorities come to a party’s attention after the party’s brief has been filed, but before a decision, a party may promptly advise the Supreme Court by filing and serving a notice of supplemental authorities, setting forth the citations. The notice shall provide references to the page(s) of the brief that is being supplemented. The notice shall further state concisely without legal argument the legal proposition for which each supplemental authority is cited. The notice may not raise any new points or issues. Any response must be similarly limited.

Id.

II. RESPONSE TO SUPPLEMENTAL AUTHORITIES

Pardee cites to *Rowland v. Lepire*, 99 Nev. 308, 316, 662 P.2d 1332, 1337 (1983) for their contention that “attorney’s fees are not properly awarded as special damages for breach of contract.” However, this quotation is taken out of context. First, in quoting this portion of *Rowland*, Pardee fails to notify the Court that the *Rowland* Court was citing to *Von Ehrensmann v. Lee*, 98 Nev. 335, 337–38, 647 P.2d 377, 378 (1982) as support for this proposition. In *Von Ehrensmann*, this Court

held, “Where equitable relief is sought, an award of attorneys’ fees is proper if awarded as an item of damages.” *Id.*

Second, the *Rowland* Court did not hold that a breach of contract claim prohibited an award of attorney’s fees as special damages for another cause of action. The Court held as follows:

Attorney’s fees are not properly awarded as special damages for breach of contract. *Von Ehrensmann v. Lee, supra*. Since we have held that the trial court’s conclusion that appellants committed slander of title is not substantiated by the evidence, the attorney’s fees are not properly awarded as special damages resulting from that cause of action. There being no basis for the award of attorney’s fees, the award is reversed.

Rowland, 99 Nev. at 316.

Dated this 18th day of January, 2019.

THE JIMMERSON LAW FIRM, P.C.

By: /s/ James M. Jimmerson, Esq.
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of The Jimmerson Law Firm, P.C., and on the 18th day of January, 2019, a true and correct copy of the foregoing document was e-filed and e-served on all registered parties to the Supreme Court's electronic filing system:

/s/ Shahana Polselli

An employee of The Jimmerson Law Firm