

IN THE SUPREME COURT OF THE STATE OF NEVADA

ARTEMIS EXPLORATION
COMPANY, A Nevada Corporation,

Appellant,

vs.

RUBY LAKE ESTATES
HOMEOWNER'S ASSOCIATION,

Respondent,

_____ /

No. 77721

APPELLANT'S OPENING BRIEF

Appeal from Fourth Judicial District
Court, Division 2

Case No. CV-C-12-175

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APPELLANT'S OPENING BRIEF

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NRAP 26.1
DISCLOSURE STATEMENT

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in order that the judges of this court may evaluate possible disqualification or recusal. There is no such corporation.

DATED this 23rd day of April, 2019.



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I.

JURISDICTIONAL STATEMENT

This Court has appellate jurisdiction over this case pursuant to NRAP 3A(b)(8) because it is an appeal from a “special order entered after final judgment.” The action was commenced in the Fourth Judicial District Court for the County of Elko, State of Nevada, and that Court entered Final Judgment on February 26, 2018, and an Order Awarding Attorney’s Fees and Costs and a Judgment for Attorney’s Fees and Costs in Favor of Ruby Lake Estates Homeowner’s Association, from which this appeal is taken.

The appeal is timely because the Order Awarding Attorney’s Fees and Costs was entered on November 1, 2018, and the Notice of Entry of Order was filed on November 14, 2018; the Judgment for Attorney’s Fees and Costs in Favor of Ruby Lake Estates Homeowner’s Association was entered on December 3, 2018, and the Notice of Entry of Judgment was filed on December 5, 2018; and the Notice of Appeal was filed on December 14, 2018.

II.

ROUTING STATEMENT

This is a matter that is presumptively assigned to the Court of Appeals pursuant to NRAP 17(b)(7).

III.

STATEMENT OF ISSUES PRESENTED FOR REVIEW

A. Whether the District Court is prohibited from awarding and abused its discretion by awarding Ruby Lake Estates Homeowner's Association attorney's fees and costs based upon Ruby Lake Estates Homeowner's Association countersuit after the District Court dismissed the countersuit and expressly ordered that no attorney's fees or costs would be awarded based upon the countersuit.

B. Whether the District Court is prohibited from awarding Ruby Lake Estates Homeowner's Association attorney's fees and costs pursuant to NRS 116.4117 when Artemis Exploration Company's Declaratory Relief claim was not brought under NRS 116.4117.

C. Whether the District Court is prohibited from awarding and abused its discretion by awarding Ruby Lake Estates Homeowner's Association attorney's fees and costs in District Court Case No. CV-C-11-147, a prior case that was voluntarily dismissed to allow arbitration; attorney's fees and costs in the non-binding arbitration; attorney's fees and costs for Ruby Lake Estates Homeowner's Association's counterclaims, which were voluntarily dismissed; and attorney's fees and costs for Ruby Lake Estates Homeowner's Association's staff and duplicative time and redacted slips.

III.

STATEMENT OF THE CASE

Ruby Lake Estates subdivision was organized in 1989 without a homeowner's association. Its Declaration does not describe any common elements or any obligation to pay for any common elements. All 51 lots within the subdivision were conveyed to owners by February 1990. Appellant, Artemis Exploration Company ("Artemis"), purchased two of the lots within Ruby Lake Estates subdivision. In 2006, a group of lot owners organized Ruby Lake Estates Homeowner's Association ("RLEHOA") and began assessing mandatory dues and compelling payment under threat of lien and foreclosure.

Artemis filed District Court Case No. CV-C-11-147 in 2011, which was voluntarily dismissed to allow for non-binding arbitration. Non-binding arbitration was subsequently held, and a decision was made in RLEHOA's favor on February 7, 2012. Artemis then filed this case on March 2, 2012, District Court Case No. CV-C-12-175, which includes a single cause of action for declaratory judgment to determine whether Ruby Lake Estates subdivision is a common-interest community pursuant to NRS 116.021 and whether Ruby Lake Estates Homeowner's Association ("RLEHOA") is a valid unit-owners' association pursuant to NRS 116.3101(1).

Artemis and RLEHOA submitted Motions for Summary Judgment regarding Artemis's Declaratory Judgment claim. The District Court denied Artemis's Motion

and entered its Order Granting Defendant's Motion for Summary Judgment on February 14, 2013.

RLEHOA filed counterclaims and a cross-claim; however, RLEHOA voluntarily dismissed the counterclaims and cross-claim, the District Court ordered dismissal of the counterclaims and cross-claim, and the District Court ordered that no attorney's fees and costs would be awarded as to the counterclaims and cross-claim. On February 26, 2018, the District Court entered its Final Judgment, from which an appeal is pending in the Supreme Court of the State of Nevada, Case No. 75323.

On November 1, 2018, the District Court entered its Order Awarding Attorney's Fees and Costs ("Attorney's Fees Order") and on December 3, 2018, entered a Judgment for Attorney's Fees and Costs in Favor of Ruby Lake Estates Homeowner's Association ("Attorney's Fees Judgment") that repeated the November 1, 2018 Attorney's Fees Order. The District Court's Order and Judgment erroneously awarded attorney's fees pursuant to NRS 116.4117 stating "Defendant's countersuit for a declaration of validity constitutes a civil action for 'appropriate relief' that is obviously necessary for the collection of assessments authorized by governing documents." This was error and an abuse of discretion because the Defendant's countersuit was dismissed and it was stipulated and ordered in the Stipulation and Order for Dismissal of Counterclaims and Cross-Claim Without Prejudice,

Withdrawal of Pending Motions, and for Final Judgment, entered on February 26, 2018, that RLEHOA is prohibited from receiving an award of attorney's fees and costs relating to the countersuit. The District Court also erroneously awarded attorney's fees and costs based upon NRS 116.4117; an earlier dismissed case; a non-binding arbitration award; and staff and duplicative time and redacted slips.

IV.

STATEMENT OF FACTS

1. Ruby Lake Estates is a rural subdivision of 51 lots. The Plat Map for Ruby Lake Estates was recorded on September 15, 1989, as file No. 281674, and all roads within the subdivision were dedicated to the County of Elko, as stated on the Plat Map. (Vol. 3, Appellant's Appendix ("AA"), Pgs. 176-178.) The Plat Map does not provide for the organization of a unit-owner's association or describe any obligation to pay for any common elements, other units, or other real estate. (*Id.*)

2. The Declaration of Restrictions and Covenants of Ruby Lake Estates subdivision ("Declaration") was recorded on October 25, 1989. (3 AA 179-184.) The Declaration does not describe the formation of a unit-owner's association or any obligation to pay for any common elements, other units, or other real estate. (*Id.*)

3. On December 15, 1989, the first lots in Ruby Lake Estates were conveyed, when forty-nine (49) of the fifty-one (51) lots were conveyed by deed from the Declarants, Stephen G. Wright and Mavis S. Wright, to Cattlemen's Title Guarantee

Company. (3 AA 185.) On February 12 and 15, 1990, Declarants conveyed the remaining two (2) lots to property owners. (3 AA 186-188.) Thus, all fifty-one (51) lots in Ruby Lake Estates were deeded and conveyed by February 15, 1990.

4. Artemis purchased Lot 6 of Block G of Ruby Lake Estates on June 16, 1994. (3 AA 189-190.)

5. In 2006, Ruby Lake Estates Homeowner's Association ("RLEHOA") was organized by a group of lot owners, 17 years after Ruby Lake Estates subdivision was created and all lots were conveyed. (3 AA 191-192.) RLEHOA began assessing mandatory dues against lot owners under threat of lien and foreclosure.

6. On March 9, 2010, Artemis acquired Lot 2 of Block H of Ruby Lake Estates from a previous lot owner. (3 AA 193-194.)

7. On February 15, 2011, Artemis filed a Complaint that included a claim for Declaratory Judgment in the District Court, Case Number CV-C-11-147. (1 AA 1-20.)

8. On April 1, 2011, a Stipulation and Order to Dismiss Complaint Without Prejudice was entered, dismissing Case Number CV-C-11-147. (1 AA 21-23.)

9. On February 7, 2012, a non-binding Arbitration Award was entered in favor of RLEHOA. (3 AA 195-198.)

10. On March 2, 2012, Artemis filed the instant case and claim for Declaratory Judgment in the District Court, Case Number CV-C-12-175. (1 AA 24-49.)

11. RLEHOA answered and filed counterclaims on April 2, 2012. (1 AA 51-72.)

12. On February 14, 2013, the District Court entered summary judgment in favor of RLEHOA on Artemis's Declaratory Judgment Claim. (1 AA 81-102.)

13. On February 26, 2018, the District Court entered the Stipulation and Order for Dismissal of Counterclaims and Cross-Claim Without Prejudice, Withdrawal of Pending Motions, and for Final Judgment, which dismissed RLEHOA's counterclaims and cross-claim and ordered that all Parties were required to "bear their own fees and costs incurred in the prosecution and/or defense of the Counterclaims and Crossclaim." (1 AA 236-244.)

14. On February 26, 2018, the District Court entered Final Judgment. (2 AA 1-11.)

15. On March 6, 2018, Artemis and Harold and Mary Wyatt filed their Notice of Appeal in Supreme Court Case Number 75323. (2 AA 12-14.)

16. On November 1, 2018, the District Court entered its Order Awarding Attorney's Fees and Costs in favor of RLEHOA and based upon RLEHOA dismissed counterclaims. (3 AA 1-82.)

17. On December 3, 2018, the District Court entered its Judgement for Attorney's Fees and Costs in Favor of Ruby Lake Estates Homeowner's Association, which repeated its November 1, 2018 Order. (3 AA 167-168.)

18. On December 14, 2018, Artemis filed its Notice of Appeal initiating this appeal. (3 AA 173-175.)

V.

SUMMARY OF THE ARGUMENT

First, Ruby Lake Estates Homeowner's Association ("RLEHOA") is not entitled to any attorney's fees and costs based upon its counterclaims because RLEHOA stipulated and the District Court ordered in the Stipulation and Order for Dismissal of Counterclaims and Cross-Claim Without Prejudice, Withdrawal of Pending Motions, and for Final Judgment that the counterclaims were voluntarily dismissed and that RLEHOA was not entitled to any attorney's fees and costs related to the counterclaims.

Second, Artemis Exploration Company's Declaratory Relief Claim was not brought under NRS 116.4117, and therefore the District Court is prohibited from awarding RLEHOA attorney's fees and costs pursuant to NRS 116.4117.

Third, attorney's fees and costs should not be awarded in District Court Case No. CV-C-11-147, a prior case that was voluntarily dismissed to allow arbitration; from a non-binding arbitration award; from Ruby Lake Estates Homeowner's Association's counterclaims, which were voluntarily dismissed; and for Ruby Lake Estates Homeowner's Association's staff and duplicative time and redacted slips.

VI.

STANDARD OF REVIEW ON APPEAL

This appeal is from the District Court’s Order Awarding Attorney’s Fees and Costs that erroneously relied on NRS 116.4117. “The established rule is that a court may not award attorney's fees unless authorized by statute, rule or contract.” *State, Dep't of Human Res., Welfare Div. v. Fowler*, 109 Nev. 782, 784, 858 P.2d 375, 376 (1993). “The construction of a statute is a question of law, which [this Court] review[s] de novo.” *MGM Mirage v. Nevada Ins. Guar. Ass'n*, 125 Nev. 223, 226, 209 P.3d 766, 768 (2009); *see also R Ventures I, LLC v. Wells Fargo Bank, N.A.*, 393 P.3d 660 (Nev. 2017) (unpublished disposition) (Upholding a district court’s denial of attorney’s fees based upon the interpretation of a provision of NRS 116.).

Furthermore, an “award of attorney fees is reviewed for an abuse of discretion. An abuse of discretion can occur when the district court bases its decision on a clearly erroneous factual determination or it disregards controlling law.” *MB Am., Inc. v. Alaska Pac. Leasing*, 132 Nev. Adv. Op. 8, 367 P.3d 1286, 1292 (2016) (internal citations omitted); *see also Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 405, 110 S. Ct. 2447, 2461, 110 L. Ed. 2d 359 (1990) (“A district court would necessarily abuse its discretion if it based its ruling on an erroneous view of the law . . .”).

VII.

ARGUMENT

A. The District Court is prohibited from awarding and abused its discretion by awarding Ruby Lake Estates Homeowner's Association attorney's fees and costs based upon Ruby Lake Estates Homeowner's Association countersuit when the countersuit was previously dismissed.

Ruby Lake Estates Homeowner's Association ("RLEHOA") is not entitled to attorney's fees and costs based upon its countersuit because it stipulated to forgo any such fees and costs and it voluntarily dismissed its countersuit, which the District Court ordered.

The District Court erred and abused its discretion because RLEHOA stipulated to dismiss its counterclaims and cross-claim in the Stipulation and Order for Dismissal of Counterclaims and Cross-Claim Without Prejudice, Withdrawal of Pending Motions, and for Final Judgment. (1 AA 238, 240.) RLEHOA also "stipulate[d] and agree[d] to bear [its] own fees and costs incurred in the prosecution and/or defense of the Counterclaims and Crossclaim." (*Id.*) On February 26, 2019, the District Court Judge Ordered that RLEHOA's counterclaims and cross-claim were dismissed, and that the parties were not entitled to their attorney's fees and costs regarding the counterclaims and cross-claim. (*Id.*)

Moreover, RLEHOA argued in its own Motion for Attorney's Fees that it is not entitled to attorney's fees and costs based upon its counterclaims. RLEHOA

expressly stated in its Motion for Attorney's Fees and Costs that it is "not seeking fees or costs specific to the prosecution of its now dismissed Counterclaims and Cross-Claim." (2 AA 18 ft. 3.)

Despite RLEHOA's dismissal of its counterclaims, RLEHOA's agreement and argument that it is not entitled to attorney's fees and costs regarding the counterclaims, and the District Court's Order to the same effect, the District Court erred and abused its discretion by granting RLEHOA attorney's fees and costs based on RLEHOA's counterclaim in its November 1, 2018 Order Awarding Attorney's Fees and Costs:

Defendant's countersuit for a declaration of validity constitutes a civil action for "appropriate relief" that is obviously necessary for the collection of assessments authorized by governing documents.

(3 AA 3-4) (emphasis added). This is error and an abuse of discretion because the District Court awarded attorney's fees and costs based upon a counterclaim that it previously dismissed and when the Court had previously ordered that no party would be awarded attorney's fees and costs in relation to the dismissed counterclaim.

Therefore, the District Court's Order and Judgment Awarding Attorney's Fees and Costs must be reversed because the countersuit that the District Court relies upon for an award of attorney's fees and costs was dismissed by the Parties and the District Court, and all Parties and the District Court had previously stipulated and

ordered that no attorney's fees and costs would be awarded as to the dismissed countersuit.

B. The District Court is prohibited from awarding Ruby Lake Estates Homeowner's Association attorney's fees and costs pursuant to NRS 116.4117.

RLEHOA is not entitled to attorney's fees and costs based upon NRS 116.4117 because the only claim in the case—Artemis's Declaratory Judgment Claim—was brought pursuant to NRS 30.010 *et. seq.*

When only one cause of action is brought pursuant to NRS 30.010 *et. seq.*, an Order awarding attorney's fees and costs under NRS 116.4117 is inapplicable because no claims were brought under NRS 116.4117. *See R Ventures I, LLC*, 393 P.3d at 660 (unpublished disposition) (*citing to Pursuant To*, Black's Law Dictionary (10th ed. 2014) (equating “pursuant to” with “[a]s authorized by” or “under”)); *See also Bank of Am., N.A. v. Treasures Landscape Maint. Ass'n*, No. 216CV380JCMNJK, 2017 WL 3116233, at *3 (D. Nev. July 21, 2017) (denying attorney's fees under NRS 116.4117 because declaratory relief claim was brought pursuant to NRS 30.010 *et. seq.*, even though the case may have relied on NRS 116.4117).

Artemis brought and maintained a single cause of action for declaratory relief, which was the only claim decided by the District Court in this case. (1 AA 20; 2 AA 2.) The declaratory relief claim was brought pursuant to NRS 30.010 *et seq.* as

previously determined by the District Court. (1 AA 114:1-5.); *R Ventures I, LLC*, 393 P.3d at 660 (unpublished disposition); *Bank of Am., N.A.*, 2017 WL 3116233, at *3. Therefore, it was error³ and the District Court abused its discretion in awarding RLEHOA attorney's fees and costs under NRS 116.4117. (3 AA 5:19.)

The District Court also found that RLEHOA's counterclaims were claims of "appropriate relief" that were brought pursuant to NRS 116.4117. (3 AA 3-4.) However, this was error because as explained above, the District Court had previously dismissed the counterclaims and expressly ordered that no attorney's fees and costs would be awarded as to the dismissed counterclaims. (1 AA 238, 240)

Consequently, RLEHOA is not entitled to attorney's fees and costs under NRS 116.4117 because the only cause of action was brought pursuant to NRS 30.010 *et seq.*, not NRS 116.4117, and therefore NRS 116.4117 is not applicable in this case. *State, Dep't of Human Res., Welfare Div.*, 109 Nev. at 784; *R Ventures I, LLC*, 393 P.3d at 660 (unpublished disposition).

C. The District Court is prohibited from awarding and abused its discretion by awarding Ruby Lake Estates Homeowner's Association specific attorney's fees and costs.

In addition to the principal arguments above, RLEHOA is not entitled to attorney's fees and costs specifically for: 1) attorney's fees and costs incurred in

³ Given the District Court's misinterpretation of NRS 116.4117, this Court's review is de novo. *MGM Mirage*, 125 Nev. at 226; *see also R Ventures I, LLC*, 393 P.3d at 660 (unpublished disposition).

District Court Case No. CV-C-11-147, a prior case that was voluntarily dismissed; 2) attorney's fees and costs incurred in a non-binding arbitration; 3) attorney's fees and costs incurred in the prosecution of Ruby Lake Estates Homeowner's Association's counterclaims, which were voluntarily dismissed; and 4) attorney's fees and costs incurred for Ruby Lake Estates Homeowner's Association's staff and duplicative time and redacted slips.

1. The District Court is prohibited from awarding attorney's fees and costs that RLEHOA incurred in a separate action, District Court Case No. CV-C-11-147.

The District Court erroneously awarded RLEHOA \$2,796 in attorney's fees and \$821.24 in costs in District Court Case Number CV-C-11-147 that was dismissed on April 1, 2011. (1 AA 49-50, 53.) The award of \$3,617.24 in fees and costs was entered in direct violation of NRCP 54.

NRCP 54(d)(2)(B)(i) requires that a Motion for Attorney's Fees must "be filed no later than 21 days after written notice of entry of judgment is served" NRCP 54(d)(2)(C) states that the "court may not extend the time for filing the motion after the time has expired."

On February 15, 2011, Artemis initiated District Court Case Number CV-C-11-147 by filing a Complaint for Declaratory Judgment. (1 AA 1-20.) On April 1, 2011, a Stipulation and Order to Dismiss Complaint Without Prejudice was entered, dismissing Case Number CV-C-11-147. (1 AA 21-23.) The Stipulation was signed

and jointly submitted by RLEHOA's counsel. (*Id.*) The District Court did not extend the time for filing a motion for attorney's fees in Case Number CV-C-11-147, and RLEHOA did not file a Motion for Attorney's Fees by April 22nd, 2011, which was 21 days after entry of the Stipulation and Order to Dismiss Complaint Without Prejudice.

Consequently, the District Court violated NRCP 54(d)(2)(B)(i) and NRCP 54(d)(2)(C) by awarding \$3,617.24 in fees and costs over seven and a half years after Case Number CV-C-11-147 was dismissed, which was more than 21 days after the case was dismissed.

2. The District Court is prohibited from awarding attorney's fees and costs that RLEHOA incurred in a non-binding arbitration.

The District Court erroneously awarded RLEHOA \$19,296 in attorney's fees and \$3,897.43 in costs in the non-binding arbitration. (3 AA 50-55.) The award of \$23,193.43 in fees and costs was entered in direct violation of this Court's prior Order and NRS Chapter 38.

First, this Court previously rejected the District Court's award of attorney's fees and costs from the non-binding arbitration. In this Court's Order to Show Cause dated October 7, 2013, this Court ruled:

NRS 38.330(5) allows a party to apply to the district court for confirmation of a nonbinding arbitration award if no action concerning the arbitrated issues has been commenced within 30 days of service of the award. Here, however, an action was commenced within the

applicable time frame, and the district court resolved the issues on their merits, not under the standard applicable for reviewing arbitration awards. Accordingly, it appears that this matter does not fall within NRS Chapter 38's confirmation of an arbitration award provisions . . . despite the district court's confirmation language

(1 AA 114.)

Thus, this Court determined that it was improper to confirm attorney's fees and costs from the non-binding arbitration. After this Court entered its Order to Show Cause dated October 7, 2013, the District Court reversed its award of attorney's fees and costs from the non-binding arbitration and entered its Order Granting Motion for Relief from Judgment, entered April 14, 2015. (1 AA 116:23.). Surprisingly, the District Court then repeated the same error by again granting an award of attorney's fees and costs for the non-binding arbitration in its Order Awarding Attorney's Fees and Costs, entered on November 1, 2018. (3 AA 50-55.)

Second, the provisions of NRS 38.300 to 38.360 do not provide for an award of attorney's fees and costs from a non-binding arbitration, and the District Court presented no authority for its decision to award attorney's fees and costs in the non-binding arbitration. Therefore, there is no "statute, rule or contract" that authorized the award of attorney's fees and costs from the non-binding arbitration. *State, Dep't of Human Res., Welfare Div.*, 109 Nev. at 784.

The District Court violated this Court's prior Order in this case and the established rule that an award of attorney's fees and costs must be based upon a

statute, rule or contract, by awarding \$23,193.43 in fees and costs from the non-binding arbitration. Therefore, the award must be reversed.

3. It was error and an abuse of discretion for the District Court to award attorney's fees and costs incurred in the prosecution of Ruby Lake Estates Homeowner's Association's counterclaims.

The District Court erroneously awarded RLEHOA \$5,112 in attorney's fees for work directly related to RLEHOA's counterclaims. (3 AA 18, 72-74.) The award of \$5,112 in fees was entered in direct violation of RLEHOA's stipulation, RLEHOA's request that the fees not be awarded, and the District Court's Order that the fees would not be awarded on the dismissed counterclaims.

As previously explained in *supra VII(A)*, RLEHOA voluntarily dismissed its counterclaims and "stipulate[d] and agree[d] to bear [its] own fees and costs incurred in the prosecution and/or defense of the Counterclaims and Crossclaim," and the District Court Ordered the same in the Stipulation and Order for Dismissal of Counterclaims and Cross-Claim Without Prejudice, Withdrawal of Pending Motions, and for Final Judgment. (1 AA 238, 240.) RLEHOA also argued in its own Motion for Attorney's Fees and Costs that it is "not seeking fees or costs specific to the prosecution of its now dismissed Counterclaims and Cross-Claim." (2 AA 18 ft. 3.)

Therefore, the District Court violated the Parties' Stipulation and the District Court's own Order by awarding RLEHOA \$5,112 in attorney's fees related to

RLEHOA's counterclaims. This is an abuse of discretion and the award must be reversed.

4. It was error and an abuse of discretion for the District Court to award attorney's fees and costs incurred for Ruby Lake Estates Homeowner's Association's staff and duplicative time and redacted timeslips.

Throughout RLEHOA's attorney's fees slip reports, RLEHOA's counsel includes multiple slips on various days. These slips include duplicate services (3 AA 24; *see* 2/14/2013 slips "Draft Notice of Entry of Order" and "draft notice entry of order") and slips for hours of "oversee[ing]" preparation of exhibits that are commonly completed by staff. (3 AA 21; *see* Exhibit "C" 5/29/2012 slip "Oversee preparation of all exhibits.") Many of these slips appear to be for staff time; however, all of them are at the hourly rate of \$240.00 per hour. It is unreasonable and *Brunzell* does not support an argument for billing the staff time, without reduction, at the same rate as the attorney's time, and the District Court and RLEHOA provided no explanation for the billing of staff and redundant time at the same hourly rate as the attorneys. *See Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). No analysis regarding such time exists. Consequently, all fees for days where duplicate slips were entered, all slips for staff time, and all duplicate service slips should not be granted for the District Court's abuse of discretion.

Furthermore, almost every page of RLEHOA's counsel's time slip reports include redactions. Some of the redacted slips are for days either preceding or

following slips for fees regarding RLEHOA's counterclaims and cross-claim. (3 AA 72-73.) The redactions make it impossible to distinguish whether those slips were entered in regards to fees for RLEHOA's counterclaims and cross-claim, which were dismissed. Given that RLEHOA has requested fees regarding its counterclaims and cross-claim, it is likely that the redacted slips include fees regarding the confirmation of the arbitration award and RLEHOA's counterclaims and cross-claim. As explained above, fees and costs related to these issues cannot be granted as determined by this Court, the District Court, and by Stipulation.

Therefore, all fees and costs that include staff time; duplicate requests; and fees related to the arbitration confirmation, counterclaims, and cross-claim should be denied, and the redacted slips should all be denied as an abuse of discretion because they lack description or basis on which to base an award.

VIII.

CONCLUSION

For the foregoing reasons, Artemis respectfully requests that this Honorable Court reverse the District Court's Order Awarding Attorney's Fees and Costs and Judgement for Attorney's Fees and Costs in Favor of Ruby Lake Estates Homeowner's Association, and specifically deny RLEHOA's attorney's fees and costs award, and for such other relief as the Court deems just and proper.

DATED this 23rd day of April, 2019.



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CERTIFICATE OF COMPLIANCE (BASED UPON NRAP FORM 9)

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft Office Word 360 in 14 point Times New Roman type style.

2. I further certify that this brief complies with the page- or type-volume limitations of NRAP 32(a)(7), excluding the parts of the brief exempted by NRAP 32(a)(7)(C), because it does not exceed 30 pages.

3. Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 23rd day of April, 2019.



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CERTIFICATE OF SERVICE

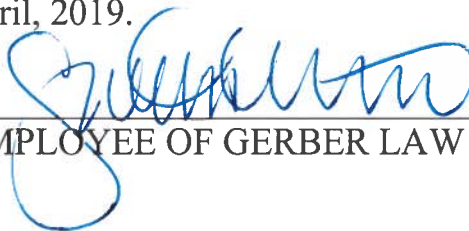
Pursuant to NRAP 25(1)(c), I hereby certify that I am an employee of
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DATED this 24th day of April, 2019.



EMPLOYEE OF GERBER LAW OFFICES, LLP