

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

DEAN KIM,  
Appellant,  
vs.  
MEADOWOOD MALL, SPE, LLC,  
Respondent.

No. 72463

FILED

APR 30 2018

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY  DEPUTY CLERK

ORDER OF AFFIRMANCE

Dean Kim appeals from a district court order granting summary judgment in a breach of contract action. Second Judicial District Court, Washoe County; Jerome M. Polaha, Judge.

Kim was evicted by respondent Meadowood Mall, SPE, LLC. Kim later filed suit against Meadowood for trespass and conversion, and Meadowood filed claims against Kim for breach of contract, breach of the implied covenant of good faith and fair dealing, monies due and owing, and declaratory relief relating to Kim's commercial lease at Meadowood. Kim's claims were dismissed, and the parties proceeded with litigation. Meadowood then moved for summary judgment on its claims against Kim, which the district court granted in its favor. This appeal followed.

This court reviews a district court's order granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if the pleadings and all other evidence on file demonstrate that no genuine issue of material fact exists and that the moving party is entitled to judgment as a matter of law. *Id.* When deciding a summary judgment motion, all evidence must be viewed in a light most favorable to the nonmoving party. *Id.*

On appeal, Kim argues that purported damages to his personal property that was moved after Meadowood evicted Kim from his leased premises somehow create a genuine issue of material fact with regard to the propriety of summary judgment in favor of Meadowood on its contract-based claims against him. But even taking the record and Kim's arguments on these points in a light most favorable to Kim, we see no basis to reverse the grant of summary judgment in favor of Meadowood. *See id.*

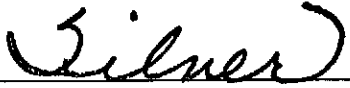
Kim further asserts that Meadowood's removal of Kim's property from the premises violated NRS 118C.230, governing commercial leases, because Meadowood did not give him adequate notice before removing his property. *See* NRS 118C.230(1)(a) (providing that a landlord must mail notice of intent to remove abandoned property and wait 14 days before disposal). Here, Kim fails to show as a matter of law that the lease provisions do not abrogate the statutory provisions. *See* NRS 118C.230(3) ("If a written agreement between a landlord and a person who has an ownership interest in any abandoned personal property of the tenant contains provisions which relate to the removal and disposal of abandoned personal property, the provisions of the agreement determine the rights and obligations of the landlord and the person with respect to the removal and disposal of the abandoned personal property."). And regardless of whether the statute or lease applies, the undisputed facts in the record show that Meadowood did give adequate notice before removing Kim's personal property, both under the statute and the terms of the contract.

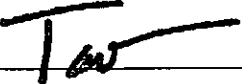
In the alternative, Kim argues that the lease was unconscionable as an adhesion contract or the effects of the lease clause were not readily ascertainable upon review of the contract. We disagree with Kim that early termination is not defined, making the lease terms not

readily ascertainable, as this provision is set forth in paragraph 3 of the lease agreement and is set off in bold print with an area for the parties to initial the clause. This is also true for paragraph 13, governing removal of abandoned property, which is similarly set off in bold with an area for the parties' initials. As the contract purposefully drew attention to these provisions and Kim initialed next to them, suggesting he read and understood the terms, we fail to perceive any unconscionability in the lease agreement. See *D.R. Horton, Inc. v. Green*, 120 Nev. 549, 554-55, 96 P.3d 1159, 1163 (2004) (*overruled on other grounds by U.S. Home Corp. v. Michael Ballesteros Trust*, 134 Nev. \_\_\_, \_\_\_, \_\_\_ P.3d \_\_\_, \_\_\_ (2018)) (discussing signs of procedural unconscionability). And to the extent Kim summarily asserts that the agreement is a take-it-or-leave-it adhesion contract, he has failed to develop any real argument or offer any explanation on this point, and thus we need not consider it. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (stating that claims not cogently argued or supported by relevant authority need not be considered).

Based on the above, we conclude that there are no genuine issues of material fact to prevent summary judgment on Meadowood's claims against Kim. Accordingly, we

ORDER the judgment of the district court AFFIRMED.

  
Silver, C.J.

  
Tao, J.

  
Gibbons, J.

cc: Hon. Jerome M. Polaha, District Judge  
Dean Kim  
Kaempfer Crowell/Reno  
Washoe District Court Clerk