IN THE SUPREME COURT OF THE STATE OF NEVADA

ANGELIKA SROUJI,
Appellant,
vs.
MAIER GUTIERREZ & ASSOCIATES; AND JASON R. MAIER,
Respondents.

No. 85024

FILED

DEC 14 2023

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is a pro se appeal from an order granting a motion to adjudicate and enforce an attorney lien. Eighth Judicial District Court, Clark County; Mark R. Denton, Judge.[1]

Appellant Angelika Srouji retained respondent Maier Gutierrez & Associates (MGA) to represent her in consolidated district court business cases. After the relationship deteriorated, MGA moved to withdraw as Srouji's counsel, which the district court granted. MGA filed a notice of attorney lien and, after negotiations proved fruitless, MGA filed a motion to adjudicate and enforce the lien. After a hearing, the district court issued a judgment in favor of MGA, ordering Srouji and a related entity, Moist Towel Services Ltd., jointly and severally liable for MGA's fees and costs of "$88,411.36 through March 31, 2022, plus contractual interest, until the entire amounts due are satisfied in full." Srouji appeals.

Srouji argues that she did not receive notice of MGA's motion to adjudicate its lien and that the motion was untimely filed. We disagree. As evidenced by the certified mail receipt in the record, Srouji received the required notice. NRS 18.015 (governing liens for attorney fees and

[1]Pursuant to NRAP 34(f)(3), we have determined that oral argument is not warranted.

requiring that an attorney serve notice as to the lien in person or by certified mail). Additionally, MGA timely perfected its lien before final adjudication on the merits of the case. *Id.* (requiring that an attorney perfect the lien before judgment has been entered in the case); *cf. Leventhal v. Black & LoBello*, 129 Nev. 472, 478-79, 305 P.3d 907, 911 (2013) (analyzing NRS 18.015 and holding that "if an attorney waits to perfect the lien until judgment has been entered and the proceeds of the judgment have been distributed, the right to the charging lien may be lost"). Moreover, the record reflects that any delay was due to attempts at negotiating the lien amount, and Srouji fails to point to any relevant authority requiring that MGA file its motion earlier than when it did here. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (declining to consider issues that are not supported by relevant legal authority).

Srouji also argues that the district court abused its discretion in awarding fees because it failed to consider the factors outlined in *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33-34 (1969), did not consider the reasonableness of the fees, and failed to determine whether the fees were actually and necessarily incurred. Reviewing for an abuse of discretion, we disagree. *Argentena Consol. Mining Co. v. Jolley Urga Wirth Woodbury & Standish*, 125 Nev. 527, 531, 216 P.3d 779, 782 (2009), *superseded by statute on other grounds as stated in Fredianelli v. Fine Carman Price,* 133 Nev. 586, 588-89, 402 P.3d 1254, 1256 (2017). "In determining the amount of fees to award, the [district] court is not limited to one specific approach; its analysis may begin with any method rationally designed to calculate a reasonable amount, so long as the requested amount is reviewed in light of the *Brunzell* factors." *Logan v. Abe*, 131 Nev. 260,

266, 350 P.3d 1139, 1143 (2015) (internal quotation marks omitted). Contrary to Srouji's argument, the district court conducted a thorough analysis on each of the four *Brunzell* factors and considered the various billing invoices provided by MGA, as well as the retainer agreement. Based on the record before us, we conclude that the district court properly determined that Srouji had "not fulfilled [her] financial obligations to MGA," with an outstanding balance owed "in the amount of $88,411.36."

As to whether the fees were reasonable and/or actually and necessarily incurred, we conclude that the district court was within its discretion to award the fees. *Argentena Consol. Mining Co.*, 125 Nev. at 531, 216 P.3d at 782. Specifically, the record supports the district court's finding that MGA had sufficient experience in representing individuals and businesses in complex commercial litigation cases (quality of the advocate); the underlying matter was a complex commercial litigation case which required attention to detail and an understanding of various claims (character of the work done); MGA's skill, time, and attention given to the work was appropriate, including reorganizing the file, participating in a mediation, updating disclosures, meeting and conferring and preparing motions for protective order, preparing supplemental discovery responses, and answering cross-claims (work actually performed); and MGA was successful in moving the consolidated cases forward during the time MGA represented Srouji (result). While Srouji argues that a more detailed billing invoice is required to support the fees and/or that MGA's billing invoices were fraudulent, she did not raise these specific issues below, *see Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (holding that we need not address issues that were not raised below), and does not otherwise cite to relevant authority requiring more detailed invoices than

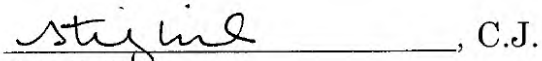
what MGA provided to the district court here, *Edwards*, 122 Nev. at 330 n.38, 130 P.3d at 1288 n.38.

We further reject Srouji's argument that the district court abused its discretion by failing to consider evidence, as Srouji failed to submit or proffer any evidence contradicting the evidence submitted by MGA. Indeed, she withdrew her opposition after the hearing. To the extent Srouji argues that the district court was required to hold an evidentiary hearing, we need not address this issue because Srouji fails to support any such contention with relevant authority. *Edwards*, 122 Nev. at 330 n.38, 130 P.3d at 1288 n.38. Srouji also argues that the district court should have considered a purported oral agreement with MGA, where MGA allegedly agreed to limit the budget for her case to $120,000, including for experts and trial costs. But the district court did not abuse its discretion by excluding such evidence because it would constitute impermissible parol evidence contradicting the clear and unambiguous language in the parties' retainer agreement. *See Ringle v. Bruton*, 120 Nev. 82, 91, 86 P.3d 1032, 1037 (2004) ("The parol evidence rule does not permit the admission of evidence that would change the contract terms when the terms of a written agreement are clear, definite, and unambiguous."); *Frei v. Goodsell*, 129 Nev. 403, 409, 305 P.3d 70, 73 (2013) ("Extrinsic or parol evidence is not admissible to contradict or vary the terms of an unambiguous written instrument, 'since all prior negotiations and agreements are deemed to have been merged therein.'" (quoting *Kaldi v. Farmers Ins. Exch.*, 117 Nev. 273, 281, 21 P.3d 16, 21 (2001))).

Finally, to the extent that Srouji argues that the State Bar complaint she filed against MGA based on the fee dispute divested the district court of jurisdiction, she fails to point to any authority supporting

that argument. *Edwards*, 122 Nev. at 330 n.38, 130 P.3d at 1288 n.38. Additionally, the retainer agreement—the validity of which she does not challenge—specifically provides that the district court would have exclusive jurisdiction over disputes regarding attorney fees. We therefore

ORDER the judgment of the district court AFFIRMED.



_____, C.J.
Stiglich

_____, J.
Lee

_____, J.
Bell

cc: Hon. Mark R. Denton, District Judge
Lansford W. Levitt, Settlement Judge
Angelika Srouji
Maier Gutierrez & Associates
Eighth District Court Clerk