

IN THE SUPREME COURT OF THE STATE OF NEVADA

RUTH SIMON,
Appellant,
vs.
LEN MANN,
Respondent.

No. 43816

FILED

MAY 10 2006

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY *J. Richard*
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is a proper person appeal from a district court judgment confirming an arbitration award. First Judicial District Court, Carson City; William A. Maddox, Judge.

Appellant Ruth Simon and respondent Len Mann arbitrated their dispute concerning the sale of Simon's stock in United States Welding Corporation. The arbitrator found in favor of Mann, and Simon appealed that decision to the district court. The district court confirmed the arbitration award, and Simon appeals to this court, arguing that she did not submit to binding arbitration and that the award should be vacated for manifest disregard of the law and under NRS 38.241. We conclude that Simon's contentions are without merit, and we affirm the district court's judgment. The parties are familiar with the facts, and we do not recount them further except as necessary.

We interpret contractual provisions de novo.¹ Contractual provisions that require arbitration for resolution of disputes are strongly favored. Accordingly, we construe arbitration clauses liberally in favor of arbitration.² Here, the 1993 Buy-Sell Agreement stated, “[a]ny controversy or claim hereunder shall be resolved in accordance with the rules of commercial arbitration of the American Arbitration Association.” We conclude that by signing the 1993 Buy-Sell Agreement, Simon and Mann agreed to the American Arbitration Association’s procedures, which includes binding arbitration. There is nothing in the record to support Simon’s contention that Mann obtained her signature through fraud, and Simon initialed an interlineation in the arbitration clause, demonstrating her knowledge of the clause.³ Thus, we conclude that Simon’s arguments are without merit and conclude that the arbitration at issue was a binding procedure.

We have also carefully considered Simon’s arguments regarding vacatur for manifest disregard of the law and under NRS 38.241, and we conclude that the arbitrator did not manifestly disregard the law, did not exceed his authority, the award was not based on fraud or undue means, and the proceeding was not prejudicially unfair, based on

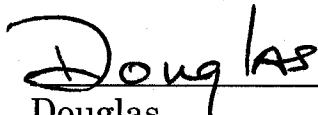
¹May v. Anderson, 121 Nev. ___, ___, 119 P.3d 1254, 1257 (2005).


²Phillips v. Parker, 106 Nev. 415, 417, 794 P.2d 716, 718 (1990).

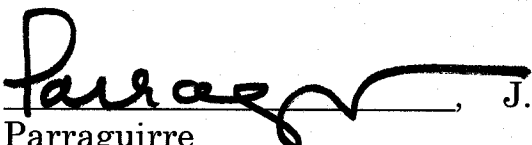
³See Campanelli v. Altamira, 86 Nev. 838, 841, 477 P.2d 870, 872 (1970) (“Parties to a written arbitration agreement are bound by its conditions regardless of their subjective beliefs at the time the agreement was executed.”).

bias, nor was the arbitrator evidently partial. Thus, the district court properly confirmed the arbitration award.⁴ Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, J.
Douglas


_____, J.
Becker


_____, J.
Parraguirre

cc: Hon. William A. Maddox, District Judge
Ruth Simon
Smith & Harmer
Carson City Clerk

⁴We have also considered all of Simon's other contentions, as well as Mann's argument that Simon has waived the issue on appeal of whether the procedure was binding, and we conclude that all other arguments are without merit.