

IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID L. STEINBERG, INDIVIDUALLY;
AND BETSI D. STEINBERG,
INDIVIDUALLY,

Appellants,

vs.

T.R. NOYE, INC.,

Respondent.

No. 34733

FILED

FEB 07 2001

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

ORDER OF AFFIRMANCE

This is an appeal from a district court order confirming an arbitration award.

On September 17, 1996, David and Betsi Steinberg entered into a construction contract with T.R. Noye, Inc. (Noye) for the construction of a home. A dispute later arose between the parties over certain workmanship issues. Pursuant to the contract, Guy Dreier, a designer, prepared a "punch list" identifying more than fifty areas of the home that required repair before he would certify it as complete. The Steinbergs withheld final payment from Noye because they wanted Noye to address the items on the "punch list." Noye corrected some of the items on the "punch list," but disputed Dreier's determination that all of the items on the list were Noye's responsibility to correct. Noye filed a demand for arbitration against the Steinbergs pursuant to the contract.

After hearing extensive testimony, the arbitrator issued an award in Noye's favor for \$42,560.00. Noye filed an application to confirm the arbitrator's award. The Steinbergs filed an opposition to the application and a motion to vacate the award. The district court remanded the case to the arbitrator for additional information on three issues: whether payment of the arbitration award was conditioned on Noye's

witnesses regarding the underlying action. See Richardson v. Harris, 107 Nev. 763, 818 P.2d 1209 (1991). Therefore, we hold that the district court exceeded its authority by remanding the case to the arbitrator to request additional findings of fact and by attempting to summon Dreier as a witness.

The Steinbergs further argue that the district court erred by failing to vacate the arbitration award. We disagree.

A court may vacate an arbitration award that is arbitrary, capricious, or unsupported by the agreement. See Wichinsky v. Mosa, 109 Nev. 84, 847 P.2d 727 (1993). Subject to the exceptions of NRS 38.145 and 38.155, a court should confirm the arbitrator's award. See NRS 38.135; Lane-Tahoe, Inc. v. Kindred Const. Co., Inc., 91 Nev. 385, 536 P.2d 491 (1975). Therefore, the district court shall confirm an arbitration award unless there are grounds to vacate, modify, or correct the award pursuant to NRS 38.145 or NRS 38.135. Clearly, a district court's review of an arbitration award is limited in scope. See Richardson, 107 Nev. at 766, 818 P.2d at 1211.

We conclude that the district court did not err by confirming the arbitration award. The arbitration award did not modify the contract and there is substantial evidence to support the arbitrator's findings. See Wichinsky, 109 Nev. at 89, 847 P.2d at 731. Furthermore, the record does not indicate that the arbitrator manifestly disregarded the law. See id. at 89-90, 847 P.2d at 731.

Furthermore, we conclude that the award does not invalidate any warranties between the parties that were not the subject of the arbitration. The arbitration award is only a final ruling as to those matters that were arbitrated or

could have been arbitrated. The arbitration award does not effect future claims based on facts arising after the matters litigated on the arbitration.

Having fully reviewed the briefs and the record, we conclude that the Steinbergs raise no contentions that entitle them to relief.¹ Accordingly, we affirm the district court's order confirming the arbitration award.

Young J.
Young

Rose J.
Rose

Becker J.
Becker

cc: Hon. Michael A. Cherry, District Judge
Jones Vargas
Tobler & Truman
Clark County Clerk

¹We have considered the Steinbergs' additional arguments and find them to be without merit.