IN THE SUPREME COURT OF THE STATE OF NEVADA

ORTHULA (ARTY) OLETA HOLLINS,
Appellant,
vs.
BALLY'S GRAND, INC., A DELAWARE CORPORATION; FEY CONCERT COMPANY, A FOREIGN CORPORATION; AND MCA, INC., A DELAWARE CORPORATION;
Respondents.

No. 35097

ORDER OF AFFIRMANCE

This is an appeal from a February 19, 2002 district court judgment in a personal injury lawsuit, which adopted and confirmed an arbitrator's decision in favor of respondents. We have jurisdiction to consider this appeal pursuant to NRS 38.205(c) and (f).

Appellant Orthula Hollins filed a complaint for personal injuries arising from a fall she sustained while attending a concert at Bally's Event Center in September 1992. Respondents appeared and answered. Subsequently, the parties agreed to submit Hollins' negligence claims to binding arbitration under Chapter 38 of the Nevada Revised Statutes. On October 19, 1998, the arbitrator issued his written decision adverse to Hollins. Thereafter, on February 19, 2002, the district court entered its written judgment adopting and confirming the arbitrator's decision. Hollins appeals from the district court's judgment.

On appeal, we review arbitration awards under the same standard of review applied by district courts. Specifically, an arbitration award may be vacated based upon one or more of the statutory grounds set forth in NRS 38.145(1), or when "an arbitrator manifestly disregards

the law."[1] Here, Hollins does not contend that the arbitrator's award should be reversed pursuant to NRS 38.145(1). Rather, Hollins asserts that the arbitrator manifestly disregarded the law in rendering a decision in favor of respondents.

Review under the manifest disregard standard does not entail plenary judicial review.[2] Instead, review must identify whether the arbitrator appreciated the significance of clearly governing legal principles but decided to ignore or pay no attention to those principles.[3] The governing law allegedly ignored must be well-defined, explicit, and clearly applicable.[4] Reviewing courts are not at liberty to set aside arbitration awards because of an arguable difference regarding the meaning or applicability of laws.[5]

Having thoroughly reviewed the record on appeal, and having analyzed the arbitrator's October 19, 1998 decision, we are unable to conclude that the arbitrator manifestly disregarded the law. Contrary to Hollins' contention, it does not appear to us that the arbitrator erroneously based his decision on a lack of notice, either actual or constructive, that a dangerous or hazardous condition existed with respect

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[1]Wichinsky v. Mosa, 109 Nev. 84, 89-90, 847 P.2d 727, 731 (1993).

[2]See Graber v. Comstock Bank, 111 Nev. 1421, 1428, 905 P.2d 1112, 1116 (1995).

[3]See id.

[4]See id.

[5]See id.

to the bleacher boards. Rather, it is apparent that the arbitrator concluded that Hollins failed to establish by a preponderance of the evidence that the bleacher boards in question constituted a dangerous or hazardous condition.[6]

In pertinent part, the arbitrator's October 19, 1998 decision reads:

> [I]t is conceivable under the evidence before me that the bleachers could have been constructed in conformance with industry standards, passed inspections and [Hollins'] heel could still have gotten lodged between the floor boards. It is also conceivable that the bleachers were improperly constructed, would not have passed inspection and that [Hollins' expert's] speculation is correct. Drawing all permissible evidentiary inferences in favor of plaintiff [Hollins], I am unable to conclude that one scenario is more plausible than another.

Thus, the arbitrator determined, from the evidence before him, that there was only a fifty-percent probability that respondents had breached their duty of care owed to Hollins.[7] Accordingly, the arbitrator rendered a decision adverse to Hollins, given her failure to persuade him by a preponderance of the evidence that there had been a breach of the duty of

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[6]See, e.g., Trustees, Carpenters v. Better Building Co., 101 Nev. 742, 744, 710 P.2d 1379, 1380-81 (1985) (stating that a proponent of a proposition has both a burden of proof and a burden of persuasion to carry before the fact finder).

[7]See Olivero v. Lowe, 116 Nev. 395, 403, 995 P.2d 1023, 1028 (2000) (stating that it is within the province of the fact finder to weigh the evidence, determine the credibility of witnesses, and act upon such conclusions).

care owed. Given that we do not discern a manifest disregard of the law by the arbitrator,[8] we

ORDER the judgment of the district court AFFIRMED.[9]

_____, C.J.
Maupin

_____, J.
Young

_____, J.
Agosti

cc: Hon. Valorie Vega, District Judge
Martin & Allison Ltd.
Perry & Spann/Las Vegas
Clark County Clerk

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[8]See, e.g., Sprague v. Lucky Stores, Inc., 109 Nev. 247, 250, 849 P.2d 320, 322 (1993) (stating that the owner or occupant of property is not an insurer of the safety of a person on the premises, and in the absence of a breach of the duty of care owed, no liability lies).

[9]We deny respondents' request that, pursuant to NRAP 38, we award them attorney fees incurred in opposition of this appeal.