

IN THE SUPREME COURT OF THE STATE OF NEVADA

TC NEVADA, LLC, A NEVADA LIMITED LIABILITY COMPANY; LV CAR SERVICE, LLC, A NEVADA LIMITED LIABILITY COMPANY; HAGGERTY EQUIPMENT LEASING, INC., A NEVADA CORPORATION; 6430 PROCYON LLC, A NEVADA LIMITED LIABILITY COMPANY; COACH FINANCE GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY; MICHAEL P. HAGGERTY, AN INDIVIDUAL; JOHN HAGGERTY, AN INDIVIDUAL; AND O. FATIMA REYES, AN INDIVIDUAL,
Appellants,
vs.
AWG AMBASSADOR, LLC,
Respondent.

No. 82865

FILED

APR 21 2023

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *E. A. Brown*
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from postjudgment orders granting a motion to enforce a settlement agreement and awarding attorney fees and costs. Eighth Judicial District Court, Clark County; Kathleen E. Delaney, Judge.¹

Below, appellants (collectively, TC Nevada) filed a complaint against respondent AWG Ambassador, LLC, and AWG filed a counterclaim. Ultimately, the parties resolved their dispute in a settlement agreement that waived any future claims. Therein, TC Nevada agreed, without limitation, not to interfere with any of AWG's future business dealings—including any matters that AWG might have in front of the Nevada

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

Transportation Authority (NTA). As consideration, AWG paid \$162,500 to TC Nevada. The settlement agreement did not include a forfeiture or liquidated damages clause. Subsequently, AWG proceeded with an application before the NTA, and TC Nevada petitioned to intervene in that matter. AWG then moved to enforce the settlement agreement arguing that, by petitioning to intervene in the NTA matter, TC Nevada had breached the settlement agreement. The district court determined that no evidentiary hearing was needed because intent was not at issue and TC Nevada had breached the plain terms of the settlement agreement. The district court ordered the return of all monies that AWG paid as consideration and ordered TC Nevada to pay AWG's attorney fees and costs. This appeal followed.

We initially disagree with TC Nevada's argument that the district court abused its discretion by ordering the return of the monies AWG paid in consideration for the settlement without conducting an evidentiary hearing on damages. *See Grisham v. Grisham*, 128 Nev. 679, 686, 289 P.3d 230, 235 (2012) (reviewing a district court's decisions regarding a settlement agreement's enforcement for an abuse of discretion). To the extent TC Nevada argues that an evidentiary hearing is required under *Callie v. Near*, 829 F.2d 888 (9th Cir. 1987), we disagree because the circumstances at issue there are not implicated in this case.

Here, the parties participated in substantial settlement negotiations before the presiding judge, in her capacity as settlement judge, after which they reached the settlement agreement at issue. Based on her recollection of the negotiations, the district court judge found that the consideration AWG paid TC Nevada was intended to bar further attempts by TC Nevada to interfere with any of AWG's future business endeavors,


including that before the NTA. This is supported by the parties' agreement, which provides that "[i]t is the intention of the Parties to fully, finally and forever release all claims relating to the Dispute," and that "any future attempt to interfere with the business dealing of either Party, including without limitation any future proceedings in front of the NTA, shall be deemed a breach." Given the district court's findings and the language of the settlement agreement, we conclude that the district court did not abuse its discretion by ordering that TC Nevada return AWG's consideration monies as damages for the breach without an evidentiary hearing.² See *Grisham*, 128 Nev. at 686, 289 P.3d at 235.


We also reject TC Nevada's argument that the district court abused its discretion by granting AWG's request for attorney fees without adequately considering the factors outlined in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). See *Albios v. Horizon Cmtys., Inc.*, 122 Nev. 409, 417, 132 P.3d 1022, 1027-28 (2006) (reviewing an award of attorney fees for an abuse of discretion). The district court awarded attorney fees after considering AWG's memorandum of fees and affidavit in support of the fees, as well as TC Nevada's motion to strike the affidavit. In its order on the motion to strike, decided after a hearing, the district court stated that it had applied the *Brunzell* factors, which is supported by the court minutes. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015) (holding that explicit written findings on each *Brunzell* factor are not necessary, and the district court "need only demonstrate that it considered the required factors"). Additionally, substantial evidence

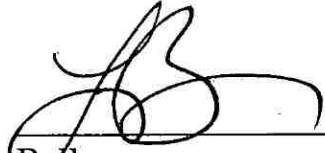
²We reject TC Nevada's alternative argument that the district court imposed an excessive sanction. The district court order was based on TC Nevada's breach of the settlement agreement, and at no point framed the return of the consideration monies as a sanction against TC Nevada.

supports the award, as AWG's memorandum contained invoices detailing the attorneys' work, and the district court limited attorney fees to one of AWG's attorneys, finding that substantial work of its other attorney was duplicative. *See id.* (holding that "the award must be supported by substantial evidence"). We therefore

ORDER the judgments of the district court AFFIRMED.


_____, C.J.
Stiglich


_____, J.
Lee


_____, J.
Bell

cc: Hon. Kathleen E. Delaney, District Judge
Stephen E. Haberfeld, Settlement Judge
Gordon Rees Scully Mansukhani LLP/Las Vegas
Thorndal Armstrong Delk Balkenbush & Eisinger/Reno
Attorney Brent Carson, LLC
Eighth District Court Clerk