

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

NANCY HAACK,

Appellant,

vs.

SEAN EVENDEN AND ROGER AYALA,

Respondents.

No. 89793-COA

**FILED**

DEC 29 2025

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY all Gonne  
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Nancy Haack appeals from a district court final judgment following a bench trial in a civil action and a post-judgment order denying a motion for a new trial. Eighth Judicial District Court, Clark County; Timothy C. Williams, Judge.

Haack filed a complaint alleging, in relevant part, that she was entitled to monetary damages and additional relief stemming from claims concerning the deterioration of a business relationship between Haack, respondent Sean Evenden, and respondent Roger Ayala. Haack, Evenden, and Ayala entered into an operating agreement and together operated NRS Realty Group, a limited liability company (LLC). The members disagreed about the terms of a lease agreement and the potential expansion of their business. The members were unable to reach a mutual understanding concerning those issues and the business relationship between the three members deteriorated. As a result, Evenden and Ayala (collectively referred to as respondents) started a new realty business without Haack while simultaneously running NRS Realty Group with Haack. Eventually, respondents made additional decisions concerning the funds and property

that belonged to NRS Realty Group, and Haack did not participate in those decisions.

The matter proceeded to a bench trial and, following trial, the district court entered a written order containing findings in which it determined respondents breached several contract-based duties, but the court was unable to properly assess and award damages. Instead, the district court directed NRS Realty Group to undergo an independent accounting and ordered respondents to pay Haack one third of the profits and value of NRS Realty Group as determined by the independent accounting.

Relevant to this appeal, the district court case was subsequently transferred from Hon. Stefany Miley to Hon. Timothy C. Williams. Respondents also filed a motion for a new trial pursuant to NRCP 59(a). The district court later entered a written order granting the respondents' request for a new trial pursuant to NRCP 59(a). The court found that there were multiple irregularities in the proceedings that prevented respondents from having a fair trial and that an error in the law occurred despite the objections of respondents. This court affirmed that decision on appeal. *Haack v. Evenden*, No. 85263-COA, 2023 WL 8251358 (Nev. Ct. App. Nov. 28, 2023) (Order of Affirmance).

The district court thereafter conducted a new bench trial. The parties presented testimony and additional evidence concerning their business relationship and its deterioration, and the new business entity formed by respondents in the aftermath. In particular, respondents testified that NRS Realty Group had an opportunity to enter into a new lease agreement and expand its offices and earning potential. However, respondents explained that Haack, despite initially agreeing to the

expansion, later made it clear that she did not wish to expand if she or her spouse had to offer personal guarantees on the new lease as she was nearing retirement. Respondents stated Haack instead directed them to pursue the lease without her. Respondents therefore started a new business entity to lease the office space and thereafter operated both the new entity and NRS Realty Group.

Haack acknowledged that she did not wish to offer the aforementioned personal guarantees for the new lease but testified that she believed respondents improperly moved forward with the new business entity as she believed it harmed NRS Realty Group's earning potential. She also testified to her belief that respondents misused NRS Realty Group's funds and made decisions that conflicted with NRS Realty Group's operating agreement. The parties and the court also reviewed NRS Realty Group's operating agreement during the bench trial. In reviewing the operating agreement, the district court noted several clauses contained conflicting language concerning the operation and management of the company, but it explained it could conclude the more specific provisions of the operating agreement would apply to any specific actions at issue in this matter. *See* Restatement (Second) of Contracts § 203(c) (Am. L. Inst. 1981) (providing, when interpreting a contract, "specific terms and exact terms are given greater weight than general language").

Following the bench trial, the district court issued a written order in which it found that Haack failed to meet her burden to demonstrate her causes of action had merit. Specifically, the court found the evidence demonstrated that the parties initially all agreed to expand the business through the new lease and respondents began working toward that expansion. The court found that Haack later changed her mind, as she was

not willing to guarantee a lease given her age and health concerns. The district court also found Haack made clear to respondents that she wished to cease being part of the management of NRS Realty Group and no longer wished to bear any responsibility for any economic shortfalls for the company.

The district court further found Haack expressed her desire to continue to share in any profits but to be relieved of her financial obligations. However, such an arrangement was not agreeable to respondents. The court found that all parties agreed for respondents to continue to operate NRS Realty Group but that they could open a new business, without Haack, to lease the new office space and to operate therein. The district court further found that Haack also formed a new business and recruited real estate agents from NRS Realty Group to join her new business.

The district court found that respondents operated NRS Realty Group until its existing lease expired, including taking over Haack's prior responsibilities. The court noted that NRS Realty Group's operating agreement contained a clause that allowed for a majority of the members to amend the operating agreement and, consistent with the operating agreement, respondents elected to amend the agreement to allow themselves to be compensated for their additional duties. In addition, the district court found that Haack agreed to allow respondents to utilize NRS Realty Group's name in connection with their new company and that she otherwise failed to demonstrate respondents improperly utilized NRS Realty Group's additional assets.

In light of the foregoing findings, the district court determined that Haack failed to demonstrate her claims of breach of contract and

breach of the implied covenant of good faith and fair dealing had merit. The court further determined that Haack's claim of breach of fiduciary duty lacked merit as she failed to demonstrate respondents owed such a duty. The court also determined that Haack failed to meet her burden of proof as to her claims of conversion, interference with prospective economic advantage, indemnification, and usurpation of corporate opportunities. The court further determined that Haack was not entitled to an equitable accounting or declaratory relief. In addition, the district court found that respondents were not entitled to relief as to their counterclaims.

Haack subsequently sought disqualification of the district court judge and moved for a new trial. The Chief Judge denied Haack's motion to disqualify the district court judge. In addition, the district court denied Haack's motion for new trial, as it concluded she did not demonstrate any bases warranting a new trial and reiterated that Haack failed to meet her burden of proof as to all of her claims. This appeal followed.

*Prior grant of respondents' motion for new trial*

Preliminarily, Haack challenges Judge Williams' decision to grant respondents' motion for new trial. Haack argues that Judge Miley presided over the first trial and that it was improper for Judge Williams to overturn Judge Miley's decisions. However, this court has already considered and rejected this argument. *Haack*, No. 85263-COA, 2023 WL 8251358, at \*3. "Under the law of the case doctrine, when an appellate court states a principle or rule of law necessary to a decision, the principle or rule becomes the law of the case and must be followed throughout its subsequent progress, both in the lower court and upon subsequent appeal." *Hsu v. Cnty. of Clark*, 123 Nev. 625, 629-30, 173 P.3d 724, 728 (2007) (internal quotation marks and brackets omitted). Thus, because this court has already

considered and rejected this argument, the doctrine of the law of the case prevents further litigation of this issue. Accordingly, Haack is not entitled to relief based on this argument.

*Bench trial determinations*

Haack next challenges the district court's determinations, following the bench trial, that she failed to meet her burden to demonstrate her claims had merit. After a bench trial, we review a district court's legal conclusions de novo and uphold the district court's factual findings as long as they are supported by substantial evidence. *Vegas United Inv. Series 105, Inc. v. Celtic Bank Corp.*, 135 Nev. 456, 458-59, 453 P.3d 1229, 1231 (2019). Substantial evidence is "evidence that a reasonable person may accept as adequate to sustain a judgment." *Ellis v. Carucci*, 123 Nev. 145, 149, 161 P.3d 239, 242 (2007).

First, Haack argues the district court abused its discretion by finding respondents did not commit breach of contract or breach the implied covenant of good faith and fair dealing. Haack contends that she presented sufficient evidence to demonstrate that respondents breached their obligation to find a satisfactory resolution to her concerns toward personal guarantees for the new lease and that respondents improperly used NRS Realty Group assets as their own. Haack further contends that the decisions concerning NRS Realty Group should have been agreed upon by all members, and that respondents improperly made decisions without providing her notice and the opportunity to participate in the decision-making process such that they improperly withdrew her membership in the company. In addition, Haack contends respondents did not provide her with the proper accounting of NRS Realty Group's expenditures in violation of the operating agreement.

“To prevail on a claim for breach of contract, the plaintiff must establish (1) the existence of a valid contract, (2) that the plaintiff performed, (3) that the defendant breached, and (4) that the breach caused the plaintiff damages.” *Iliescu v. Reg’l Transp. Comm’n of Washoe Cnty.*, 138 Nev. 741, 746, 522 P.3d 453, 458 (Ct. App. 2022). Moreover, a party to a contract breaches the implied covenant of good faith and fair dealing where it performs “in a manner that is unfaithful to the purpose of the contract and the justified expectations of the other party are thus denied.” *Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 234, 808 P.2d 919, 923 (1991); *see also* NRS 86.298(1) (stating that a manager or a managing member of an LLC owes other members the duty of “[t]he implied contractual covenant of good faith and fair dealing”).

“[T]he district court’s determination that the contract was or was not breached will be affirmed unless clearly erroneous, but the district court’s interpretation of the meaning of contractual terms is subject to independent appellate review.” *Sheehan & Sheehan v. Nelson Malley & Co.*, 121 Nev. 481, 486, 117 P.3d 219, 223 (2005). A breach of contract is a “material failure of performance of a duty arising under or imposed by agreement.” *Bernard v. Rockhill Dev. Co.*, 103 Nev. 132, 135, 734 P.2d 1238, 1240 (1987) (quoting *Malone v. Uni. of Kan. Med. Ctr.*, 552 P.2d 885, 888 (Kan. 1976)). The materiality of a breach is generally a question of fact. *Thornton v. Agassiz Constr.*, 106 Nev. 676, 678, 799 P.2d 1106, 1108 (1990).

Here, the district court found that the evidence presented at trial demonstrated that Haack no longer wished to participate in the management of NRS Realty Group or bear any financial responsibility for the company and that she effectively abandoned NRS Realty Group. The court further found that the evidence demonstrated that Haack agreed for

respondents to open a new company to take advantage of the lease opportunity such that she would have no financial responsibility for that lease. The court also reviewed the operating agreement and noted that, while the agreement generally provided that the members would not receive a salary, Section 13.1 of the agreement allowed it to be amended by a majority of the members. See NRS 86.221(1) ("The articles of organization of a limited-liability company may be amended for any purpose, not inconsistent with law, as determined by all of the members or *permitted by the articles or an operating agreement.*" (emphasis added)). The court found that Haack was provided with notice of the meeting wherein respondents intended to discuss alterations to the operating agreement to allow them to receive compensation for their additional duties and to trigger the operating agreement's clause allowing for NRS Realty Group to pay for litigation expenses. However, Haack did not attend that meeting. The operating agreement allowed for the distribution of company assets to the members and the court further found that, in accordance with the operating agreement, respondents elected to award themselves compensation due to their increased duties after Haack ceased working with NRS Realty Group and formed her own, rival business. The district court also found that respondents' compensation was commensurate with their increased duties.

Further, the district court found that Haack did not present sufficient evidence that respondents improperly utilized any assets belonging to NRS Realty Group in violation of the operating agreement, that they failed to sufficiently account for the use of any NRS Realty Group asset, or that they somehow improperly withdrew her membership interest in the company, noting that Haack's statements and behavior demonstrated she no longer wished to perform her management responsibilities with the

company. Finally, the court determined that, while NRS Realty Group was not dissolved, it had substantially ceased to operate since the expiration of the lease for its offices, and that the disruption in the operation of the company was caused by Haack, who breached the parties' agreement, and not by respondents.<sup>1</sup> See *Cain v. Price*, 134 Nev. 193, 196-97, 415 P.3d 25, 29 (2018) (explaining that when a party to a contract materially breaches its terms, the breaching party cannot then seek to enforce the contract because the breach "discharges the non-breaching party's duty to perform").

Based on the aforementioned information, the district court determined that Haack failed to demonstrate respondents committed a material breach of the operating agreement and that she accordingly failed to meet her burden of proof as to her breach of contract claim. See *Thornton*, 106 Nev. at 678, 799 P.2d at 1108. The court also determined, based on the evidence presented at trial, that Haack failed to meet her burden to demonstrate that respondents acted in a manner that was unfaithful to the purpose of the operating agreement or acted in a manner that violated Haack's justified expectations. Rather, the district court found that

---

<sup>1</sup>Haack appears to argue on appeal that the district court abused its discretion by overruling her hearsay objection to Ayala's testimony in which he discussed her behavior at the office, which included her sharing text messages concerning the parties' disagreements, an incident where Haack threw a chair, and his expression of his opinion that she threw "fits" at the office. The district court overruled Haack's objection because it found Ayala's observations concerning Haack's behavior did not amount to hearsay. Haack fails to demonstrate the district court abused its discretion in this regard. See *M.C. Multi-Family Dev., LLC v. Crestdale Assocs., Ltd.*, 124 Nev. 901, 913, 193 P.3d 536, 544 (2008) (stating a district court's decision to admit evidence is reviewed for an abuse of discretion); cf. *Coleman v. State*, 130 Nev. 229, 235, 321 P.3d 901, 905 (2014) ("Hearsay is an out-of-court statement offered in evidence to prove the truth of the matter asserted . . . ." (internal quotation marks omitted)).

respondents treated Haack fairly despite her actions that caused disruptions to NRS Realty Group's operations. *See Hilton Hotels Corp.*, 107 Nev. at 234, 808 P.2d at 923. The district court accordingly determined Haack failed to meet her burden of proof as to her claim of breach of the implied covenant of good faith and fair dealing.

The district court's factual findings are supported by substantial evidence, *see Ellis*, 123 Nev. at 149, 161 P.3d at 242, and Haack does not demonstrate that the court's interpretations of the relevant provisions of the operating agreement were erroneous, *see May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005) ("Contract interpretation is subject to a de novo standard of review."). While Haack challenges the district court's findings, contends it failed to properly evaluate and weigh the evidence, and contends it should have found she credibly testified that respondents violated their duties under the operating agreement, this court is not at liberty to reweigh the evidence or the district court's credibility determinations on appeal. *See Grosjean v. Imperial Palace, Inc.*, 125 Nev. 349, 366, 212 P.3d 1068, 1080 (2009). Accordingly, we conclude Haack fails to demonstrate she is entitled to relief.

Second, Haack argues the district court abused its discretion by finding respondents did not commit breach of fiduciary duty. "[A] breach of fiduciary duty claim seeks damages for injuries that result from the tortious conduct of one who owes a duty to another by virtue of the fiduciary relationship." *Stalk v. Mushkin*, 125 Nev. 21, 28, 199 P.3d 838, 843 (2009); *see also Israyelyan v. Chavez*, No. 78415, 2020 WL 3603743, at \*4 (Nev. Jul. 1, 2020) (Order of Affirmance) ("In Nevada, a claim for breach of fiduciary duty requires, as a threshold, the existence of a fiduciary duty."). "Unlike Nevada's statutes covering corporations and partnerships, NRS Chapter

86[, which governs LLCs,] does not set out fiduciary duties owed by and between [LLC] members.” *Israyelyan*, No. 78415, 2020 WL 3603743, at \*4. Moreover, “while members of an LLC can contract to fiduciary duties, such duties do not necessarily exist otherwise, aside from the implied covenant of good faith and fair dealing.” *Id.*

Here, the district court noted that NRS Chapter 86 did not create fiduciary relationships between members of an LLC but observed that an LLC’s operating agreement could create such a relationship. The court therefore reviewed NRS Realty Group’s operating agreement and concluded that it did not contain a provision creating a fiduciary relationship between its members. The district court accordingly determined that Haack failed to demonstrate the existence of a fiduciary duty owed by respondents and that Haack did not demonstrate respondents breached a fiduciary duty.

On appeal, Haack does not demonstrate the district court’s conclusions as to the existence of a fiduciary duty were erroneous. *See Vegas United Inv. Series 105, Inc.*, 135 Nev. at 458-59, 453 P.3d at 1231; *May*, 121 Nev. at 672-73, 119 P.3d at 1257; *see also* NRS 86.298(2) (explaining that fiduciary duties are only owed by a manager or managing member of a LLC if such duties “are expressly prescribed by the articles of organization or the operating agreement”). Accordingly, we conclude Haack fails to demonstrate she is entitled to relief.

Third, Haack argues the district court abused its discretion by concluding she did not prove respondents committed conversion, as she notes she testified they utilized furniture belonging to NRS Realty Group for their new business and used other assets belonging to NRS Realty Group to pay fees and costs associated with the new business and this action.

“Conversion exists where one exerts wrongful dominion over another’s personal property or wrongful interference with the owner’s dominion.” *Bader v. Cerri*, 96 Nev. 352, 357 n.1, 609 P.2d 314, 317 n.1 (1980), *overruled on other grounds by Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 608, 5 P.3d 1043, 1050 (2000). At trial, respondents testified that, whenever their new business utilized a NRS Realty Group asset, they ensured that NRS Realty Group was reimbursed. They also testified concerning their use of NRS Realty Group funds for litigation expenses, as provided for in section 10 of the operating agreement. The district court found that the evidence presented at trial did not establish that any asset belonging to Haack or to NRS Realty Group was wrongfully converted by respondents. The district court’s factual findings are supported by substantial evidence. *See Ellis*, 123 Nev. at 149, 161 P.3d at 242. While Haack challenges the district court’s findings, this court is not at liberty to reweigh the evidence or the district court’s credibility determinations on appeal. *See Grosjean*, 125 Nev. at 366, 212 P.3d at 1080. Accordingly, we conclude Haack fails to demonstrate she is entitled to relief.

Fourth, Haack argues the district court abused its discretion by concluding she did not prove she was entitled to indemnification. A plaintiff seeking implied “indemnity must plead and prove” several elements, including that the plaintiff “has discharged a legal obligation owed to a third party.” *Rodriguez v. Primadonna Co., LLC*, 125 Nev. 578, 590, 216 P.3d 793, 801 (2009). “At the heart of the doctrine is the premise that the person seeking to assert implied indemnity—the indemnitee—has been required to pay damages caused by a third party—the indemnitor.” *Id.* at 589, 216 P.3d at 801 (internal quotation marks omitted). The district court concluded that Haack failed to produce evidence that she discharged a legal obligation that

was owed to a third party. Rather, the court found that Haack was the party that had declined to make contributions owed to NRS Realty Group. The district court's factual findings are supported by substantial evidence, *see Ellis*, 123 Nev. at 149, 161 P.3d at 242, and this court is not at liberty to reweigh the evidence or the district court's credibility determinations on appeal, *see Grosjean*, 125 Nev. at 366, 212 P.3d at 1080. Accordingly, we conclude Haack fails to demonstrate she is entitled to relief.

Fifth, Haack argues the district court abused its discretion by concluding she failed to prove her claim of interference with prospective economic advantage. A claim for wrongful interference with prospective economic advantage requires a plaintiff to demonstrate the following five factors:

(1) a prospective contractual relationship between the plaintiff and a third party; (2) knowledge by the defendant of the prospective relationship; (3) intent to harm the plaintiff by preventing the relationship; (4) the absence of privilege or justification by the defendant; and (5) actual harm to the plaintiff as a result of the defendant's conduct.

*In re Amerco Derivative Litig.*, 127 Nev. 196, 226, 252 P.3d 681, 702 (2011).

The district court found that Haack failed to prove that she had a prospective contractual relationship with a third party. The court also found there was no evidence that respondents had an intent to harm Haack; rather the court found the evidence demonstrated respondents actually acted to maintain the parties already existing economic relationship but that Haack backed out of the plan to grow NRS Realty Group. The district court's factual findings are supported by substantial evidence, *see Ellis*, 123 Nev. at 149, 161 P.3d at 242, and this court is not at liberty to reweigh the evidence or the district court's credibility determinations on appeal, *see*

*Grosjean*, 125 Nev. at 366, 212 P.3d at 1080. Accordingly, we conclude Haack fails to demonstrate she is entitled to relief.

Sixth, Haack argues the district court abused its discretion by concluding she failed to prove her claim of usurpation of a corporate or business opportunity. “In order to demonstrate usurpation or diversion of corporate opportunity, a claimant must demonstrate that the corporation had the financial ability to acquire the asset or property.” *Cap. Advisors, LLC v. Cai*, 140 Nev., Adv. Op. 34, 548 P.3d 1202, 1210 (2024) (internal quotation marks omitted). “An opportunity belongs to the corporation if it is one in which the corporation has an expectancy interest or property right.” *Id.* (internal quotation marks omitted).

Here, the district court noted that Haack’s claim was largely duplicative of her claim for breach of fiduciary duty, but, to the extent it was not duplicative, the court found the evidence demonstrated that, because Haack was unwilling to agree to the terms of the lease for the new office space, the opportunity for that expansion was lost to NRS Realty Group and respondents accordingly did not usurp an opportunity that should have belonged to NRS Realty Group. The district court’s factual findings are supported by substantial evidence, *see Ellis*, 123 Nev. at 149, 161 P.3d at 242, and this court is not at liberty to reweigh the evidence or the district court’s credibility determinations on appeal, *see Grosjean*, 125 Nev. at 366, 212 P.3d at 1080. Accordingly, we conclude Haack fails to demonstrate she is entitled to relief.

Seventh, Haack argues the district court erroneously rejected her request for an equitable accounting, as she asserts her belief that respondents owed her additional money or utilized NRS Realty Group funds for improper purposes. “An equitable accounting ‘is essentially a legal

action or equitable remedy, designed to compel a defendant to account for and pay over money owed to the plaintiff but held by the defendant.” *Muney v. Arnould*, Nos. 83641 & 83869, 2023 WL 2111104, at \*2 (Nev. Feb. 17, 2023) (Order of Affirmance) (quoting 1A C.J.S. *Accounting* § 6 (2016)). The district court determined that, because Haack failed to meet her burden of proof as to her underlying causes of action, she was not entitled to equitable relief in the form of an accounting as she did not prove she was owed damages or that respondents improperly converted NRS Realty Group assets. The district court’s factual findings are supported by substantial evidence, *see Ellis*, 123 Nev. at 149, 161 P.3d at 242, and this court is not at liberty to reweigh the evidence or the district court’s credibility determinations on appeal, *see Grosjean*, 125 Nev. at 366, 212 P.3d at 1080. Accordingly, we conclude Haack fails to demonstrate she is entitled to relief.

Eighth, Haack argues the district court erred by denying her request for declaratory relief. Before the district court, Haack sought an order declaring that respondents violated the operating agreement. However, the district court found that the evidence presented at trial demonstrated respondents performed in a manner consistent with the operating agreement. The district court accordingly denied Haack’s request for declaratory relief, and we conclude Haack fails to demonstrate the district court erred in this regard. *See Sheehan & Sheehan*, 121 Nev. at 486, 117 P.3d at 223. Accordingly, we conclude Haack fails to demonstrate she is entitled to relief.<sup>2</sup>

---

<sup>2</sup>To the extent Haack challenges the district court’s decision to deny her motion for new trial, she fails to demonstrate the district court abused its discretion in this regard for the same reasons as discussed above. *See Michaels v. Pentair Water Pool & Spa, Inc.*, 131 Nev. 804, 814, 357 P.3d 387,

*Disqualification of the district court judge*

Finally, Haack argues the Chief Judge abused his discretion by denying her request to disqualify the district court judge. Haack contends the district court judge was biased against her. We review a decision concerning a motion to disqualify a district court judge for an abuse of discretion. *See Ivey v. Eighth Jud. Dist. Ct.*, 129 Nev. 154, 162, 299 P.3d 354, 359 (2013). “A judge is presumed to be unbiased, and the burden is on the party asserting the challenge to establish sufficient factual grounds warranting disqualification.” *Rivero v. Rivero*, 125 Nev. 410, 439, 216 P.3d 213, 233 (2009) (internal quotation marks omitted), *overruled on other grounds by Romano v. Romano*, 138 Nev. 1, 6, 501 P.3d 980, 984 (2022).

Here, the Chief Judge reviewed Haack’s request to disqualify the district court judge and the Chief Judge thereafter denied Haack’s request. In so doing, the Chief Judge concluded that disqualification was unwarranted because Haack had failed to overcome the presumption that the district court judge was not biased.

We conclude Haack fails to demonstrate the Chief Judge abused his discretion by denying the motion to disqualify the district court judge. The record supports the Chief Judge’s finding that Haack failed to establish factual grounds warranting disqualification. *See id.* Moreover, Haack does not demonstrate the district court judge’s decisions in the underlying case were based on knowledge acquired outside of the proceedings and the judge’s decisions do not otherwise reflect “a deep-seated favoritism or


---

395 (Ct. App. 2015) (“A district court’s decision to grant or deny a motion for a new trial is reviewed for an abuse of discretion” and “this court must view the evidence and all inferences most favorably to the party against whom the motion is made.”).

antagonism that would make fair judgment impossible.” *Canarelli v. Eighth Jud. Dist. Ct.*, 138 Nev. 104, 107, 506 P.3d 334, 337 (2022) (internal quotation marks omitted) (explaining that unless an alleged bias has its origins in an extrajudicial source, disqualification is unwarranted absent a showing that the judge formed an opinion based on facts introduced during official judicial proceedings and which reflects deep-seated favoritism or antagonism that would render fair judgment impossible); see *In re Petition to Recall Dunleavy*, 104 Nev. 784, 789, 769 P.2d 1271, 1275 (1988) (providing that rulings made during official judicial proceedings generally “do not establish legally cognizable grounds for disqualification”). As a result, we conclude Haack fails to demonstrate she is entitled to relief. Accordingly, we

ORDER the judgment of the district court AFFIRMED.<sup>3</sup>

  
\_\_\_\_\_, C.J.  
Bulla

  
\_\_\_\_\_, J.  
Gibbons

  
\_\_\_\_\_, J.  
Westbrook

---

<sup>3</sup>Insofar as Haack raises arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief. In addition, we have reviewed the letters Haack submitted seeking status checks and conclude no relief requested therein is warranted.

cc: Hon. Timothy C. Williams, District Judge  
Nancy Haack  
The VerStandig Law Firm, LLC  
Eighth District Court Clerk