

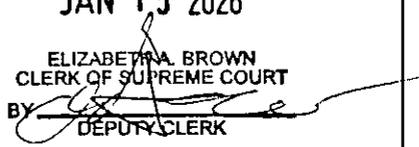
IN THE SUPREME COURT OF THE STATE OF NEVADA

LOU QUIAOIT, AN INDIVIDUAL; AND  
JCT PROPERTIES, LLC, A NEVADA  
LIMITED LIABILITY COMPANY,  
Appellants,  
vs.  
PHILIPPE TAYAG, AN INDIVIDUAL,  
Respondent.

No. 88830

**FILED**

JAN 15 2026

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY  DEPUTY CLERK

*ORDER AFFIRMING IN PART,  
REVERSING IN PART, AND REMANDING*

This is an appeal from a district court judgment following a bench trial and an order awarding attorney fees and costs. Eighth Judicial District Court, Clark County; Mark R. Denton, Judge.

Appellant Lou Quiaoit and respondent Philippe Tayag were involved in numerous business entities with other individuals. Their business relationship with those individuals broke down, resulting in litigation. That litigation was resolved with a settlement agreement between the “WKZ parties” and the “Tayag parties,” which was Quiaoit and Tayag. After multiple attempts to distribute the settlement proceeds between them, Quiaoit and Tayag sued each other for declaratory relief. Tayag also sought damages or equitable relief under breach of fiduciary duty, conversion, unjust enrichment, and constructive trust theories. After a bench trial, the district court resolved the declaratory relief claims by dividing the settlement proceeds between Tayag and Quiaoit in accordance with their percentage ownership interests in the business entities they had with the WKZ parties. Further, the district court concluded Tayag proved

\$273,000 in damages (\$138,000 for tax penalties and \$135,000 in lost rent) under theories that Quiaoit breached his fiduciary duty as JCT's manager by failing to distribute Tayag's share of the settlement proceeds; Quiaoit was unjustly enriched as he resided in a house, rent-free, that was part of the settlement proceeds; and that Quiaoit converted Tayag's interest in appellant JCT Properties, which owned the house where Quiaoit lived. Lastly, the district court awarded Tayag attorney fees and costs. This appeal followed.

First, Quiaoit contends the district court erred when it concluded the settlement agreement was not a contract between Quiaoit and Tayag but instead was a contract between the WKZ parties and the Tayag parties. We defer to a district court's findings regarding whether a contract exists unless those findings are clearly erroneous or not based on substantial evidence. *May v. Anderson*, 121 Nev. 668, 672-73, 119 P.3d 1254, 1257 (2005). "Basic contract principles require, for an enforceable contract, an offer and acceptance, meeting of the minds, and consideration." *Id.* at 672, 119 P.3d at 1257. Substantial evidence supports the district court's findings that none of these elements were satisfied. Tayag and Quiaoit were jointly aligned on one side of the settlement agreement, and the settlement agreement did not address how Tayag and Quiaoit would distribute the settlement proceeds.

To the extent Quiaoit specifically contends the district court's valuation of the settlement proceeds was not supported by substantial evidence, Quiaoit did not object to the valuation methodology at trial. Quiaoit thus cannot raise this issue on appeal. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged in the trial court, unless it goes to the jurisdiction of that court, is deemed to have

been waived and will not be considered on appeal.”). And Quiaoit’s argument that the district court’s decision unfairly requires him to sell his interest in real property lacks merit. The property at issue is owned by JCT Properties, not Quiaoit.

Second, Quiaoit challenges the award of \$135,000 in damages under the breach-of-fiduciary-duty, unjust-enrichment, constructive-trust, and conversion theories. Quiaoit contends the district court erroneously awarded those damages based on the parties’ agreement to agree on how to distribute the settlement proceeds in the future. The record shows that was not the basis for this damages award. The district court specifically concluded that the parties did not have an agreement to form a contract in the future. The testimony offered at trial, including Quiaoit’s testimony, supports that conclusion. Additionally, the district court did not err in concluding that Quiaoit converted Tayag’s interests in JCT, which included the house where Quiaoit lived. *See Thrifty-Tel, Inc. v. Bezenek*, 54 Cal. Rptr. 2d 468, 472 (Ct. App. 1996) (explaining that a claim for conversion may lie for intangible property interests, including stock certificates that represent an intangible interest).

To the extent Quiaoit argues he lacked notice that Tayag was seeking damages for lost rent, we disagree. Quiaoit was on notice of Tayag’s claims for unjust enrichment, constructive trust, and conversion, which concerned Quiaoit’s continued residence in a house owned by JCT without paying rent. Also, Quiaoit’s contention that there was no evidence submitted at trial to support an award of damages for lost rent is belied by the record. Tayag testified about the amount of unpaid rent. To the extent Quiaoit contends Tayag’s testimony was insufficient, Quiaoit did not challenge Tayag’s testimony in this regard before the district court and

therefore cannot challenge it now. *Old Aztec Mine*, 97 Nev. at 52, 623 P.2d at 983.

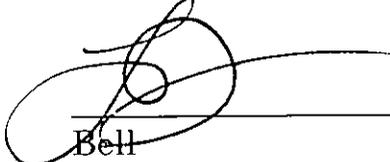
Third, Quiaoit challenges the award of \$138,000 in damages related to tax penalties and interest incurred by Tayag. We agree the district court erred as to this component of the damages award. “It is a recognized principle of tort law to afford compensation for injuries sustained by one person as the result of the conduct of another.” *Greco v. U.S.*, 111 Nev. 405, 412, 893 P.2d 345, 349-50 (1995) (internal quotation marks omitted). While the evidence may have demonstrated that Tayag lacked the funds needed to pay tax penalties and interest because Quiaoit did not timely distribute the settlement proceeds, the evidence does not support the conclusion that Quiaoit’s breach of fiduciary duty, unjust enrichment, constructive trust, or conversion caused Tayag to incur the tax penalties and interest. Those debts accrued when Tayag failed to pay taxes before the settlement agreement with the WKZ parties was entered. Accordingly, we reverse the judgment in part as to the \$138,000 in damages related to Tayag’s tax penalties and interest.

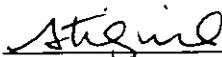
Lastly, Quiaoit argues the award of attorney fees and costs must be reversed if we vacate or materially alter the judgment because Tayag would no longer be the prevailing party. Although we grant partial relief from the judgment, Tayag remains the prevailing party entitled to attorney fees as he still obtained a more favorable judgment than the offer he made to Quiaoit, which Quiaoit rejected. *See* NRCP 68 (explaining when a party may recover attorney fees and costs after an offer of judgment is rejected). And Quiaoit does not challenge the reasonableness of the fees and costs awarded. Therefore, we affirm the district court’s award of attorney fees and costs.

Having determined that the district court erred in awarding \$138,000 in damages related to Tayag's tax penalties and interest, but that the other issues raised by Quiaoit either lack merit or are improperly raised for the first time on appeal, we

ORDER the judgment of the district court AFFIRMED IN PART AND REVERSED IN PART AND REMAND this matter to the district court for proceedings consistent with this order.

  
\_\_\_\_\_, C.J.  
Herndon

  
\_\_\_\_\_, J.  
Bell

  
\_\_\_\_\_, J.  
Stiglich

cc: Hon. Mark R. Denton, District Judge  
Paul M. Haire, Settlement Judge  
Thalgott Law, PLLC  
Hayes Wakayama Juan  
Eighth District Court Clerk