

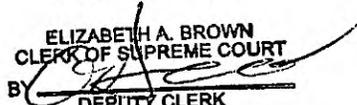
IN THE SUPREME COURT OF THE STATE OF NEVADA

BETTY CHAN,
Appellant,
vs.
WAYNE WU; JUDITH SULLIVAN;
NEVADA REAL ESTATE CORP.;
JERRIN CHIU; AND KB HOME SALES
- NEVADA INC.,
Respondents.

No. 88501

FILED

FEB 17 2026

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER OF REVERSAL

This is an appeal from a district court postjudgment award of attorney fees in a contract action. Eighth Judicial District Court, Clark County; Eric Johnson, Judge.

In 2019, the district court confirmed an arbitration award relating to a dispute between appellant Betty Chan and respondent Wayne Wu over a real estate commission. The district court's order also awarded Wu attorney fees under the following prevailing-party provision in the parties' arbitration agreement: "In the event I do not comply with the arbitration award . . . , I agree to pay the party obtaining such confirmation [of the award] the costs and reasonable attorney's fees *incurred in obtaining such confirmation and enforcement.*" (Emphasis added). The district court entered a second order in 2020, awarding Wu more attorney fees under the same prevailing-party provision. In doing so, the district court reasoned that:

Ms. Chan is under an ongoing contractual obligation to pay reasonable attorney's fees and costs Defendants incur in seeking to enforce the arbitration [award] and the fees and costs awarded by this Court. *Nothing in the Agreement to Arbitrate prevents collection of such reasonable attorney's fees and costs incurred so long as Ms. Chan fights against collection of the original award [of attorney fees].*

(Emphasis added).

Chan appealed the 2019 and 2020 orders, and we affirmed the district court's decision to grant the two separate awards of attorney fees that Wu had requested. *See Chan v. Wu*, No. 82208, 2022 WL 4285189 (Nev. Sept. 15, 2022) (Order of Affirmance). Thereafter, Chan stopped contesting the arbitration award, as evidenced by her non-opposition to the commission proceeds being distributed consistent with the award.¹ Thus, according to Chan, Wu no longer needed to incur fees "in obtaining such confirmation and enforcement" of the arbitration award. Nonetheless, Chan did not pay the two attorney-fee awards that the district court had ordered. Consequently, Wu incurred additional attorney fees in trying to collect the amounts originally awarded in the 2019 and 2020 orders.

Over Chan's objections, the district court entered three subsequent orders (i.e., five total) awarding Wu attorney fees, the last two of which pertained to fees that Wu incurred trying to collect the original two fee awards. Chan challenges the fifth attorney-fee award in this appeal,

¹Wu does not dispute that Chan ceased challenging the confirmation or enforcement of the arbitration award following our September 2022 disposition.

taking issue with the district court's above-quoted interpretation of the arbitration agreement's prevailing-party provision.²

“[W]hen [an] attorney fees matter implicates questions of law, the proper review is de novo.” *Thomas v. City of N. Las Vegas*, 122 Nev. 82, 90, 127 P.3d 1057, 1063 (2006); see *Vegas United Inv. Series 105, Inc. v. Celtic Bank Corp.*, 135 Nev. 456, 459, 453 P.3d 1229, 1231 (2019) (“When the facts are not disputed, contract interpretation is subject to de novo review as a question of law.” (internal citation omitted)).

We agree with Chan that the district court misinterpreted the prevailing-party provision. The arbitration award does not mention—much less award—attorney fees. Rather, the arbitration award simply determined that Wu was entitled to 75 percent of the commission and Chan to the remaining 25 percent, nothing else. Thus, once Chan stopped contesting that award, which occurred promptly after this court's September 2022 affirmance of the 2019 and 2020 orders, see *Chan*, 2022 WL 4285189, at *2-3, Wu no longer incurred attorney fees “in obtaining such confirmation and enforcement” of the arbitration award.

The district court is correct that the arbitration agreement does not prevent an award of fees incurred in collecting previously awarded fees. But nothing in the arbitration agreement authorizes it either. *Cf. Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 417, 132 P.3d 1022, 1028 (2006) (“[T]he district court may not award attorney fees absent authority under a statute, rule, or contract.”). Rather, in such situations, “[t]his court has held that ‘where a contract provision purports to allow attorney’s fees in an action arising out of the terms of the instrument, we will not construe the

²The district court's fifth award reiterated that interpretation.

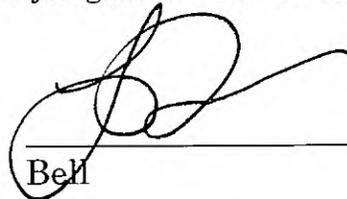
provision to have broader application.” *Dobron v. Bunch*, 125 Nev. 460, 464, 215 P.3d 35, 37 (2009) (quoting *Campbell v. Nocilla*, 101 Nev. 9, 12, 692 P.2d 491, 493 (1985)). Accordingly, we cannot agree with the district court’s interpretation of the prevailing-party provision, meaning that the fifth award of fees cannot be affirmed based on that provision.

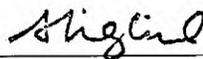
Wu alternatively attempts to justify the fifth award under the law-of-the-case doctrine. Namely, Wu points to this court’s previous affirmance of the first two fee awards, *see Chan*, 2022 WL 4285189, at *2-3, to argue that we already decided Wu was entitled to any and all fees that he would later incur in trying to collect the first two awards. In this, Wu suggests that our 2022 disposition endorsed the district court’s above-quoted rationale.

We disagree. *See Chan*, 2022 WL 4285189, at *3 (citing *Recontrust Co. v. Zhang*, 130 Nev. 1, 8, 317 P.3d 814, 818 (2014), for the proposition that we review de novo the interpretation of this court’s previous dispositions). Namely, our 2022 disposition did not—and would have had no reason to—address whether the district court might in the future be authorized to award fees that Wu might incur in trying to collect the first two fee awards. *See id.*, 2022 WL 4285189, at *3 (quoting *Recontrust*, 130 Nev. at 8, 317 P.3d at 818, for the proposition that “[n]ormally, for the law-of-the-case doctrine to apply, the appellate court must actually address and decide the issue explicitly or by necessary implication”). Nor could Chan have made such an argument in the previous appeal, as the first two fee awards did not award Wu fees he incurred for trying to collect previously incurred fees. Thus, the law-of-the-case doctrine does not bar Chan from contesting the fifth award of attorney fees.

In sum, the district court misinterpreted the arbitration agreement's prevailing-party provision when it entered the fifth attorney-fee award, and the law-of-the-case doctrine cannot otherwise justify that award. Accordingly, we

ORDER the judgment of the district court REVERSED.


_____, J.
Bell


_____, J.
Stiglich


_____, J.
Cadish

cc: Hon. Eric Johnson, District Judge
Hofland & Tomsheck
Wood, Smith, Henning & Berman, LLP/Las Vegas
Blackrock Legal, LLC
Eighth District Court Clerk