FILED
Aug 21 2026
ELIZABETH A. BROWN
CLERK OF SUPREME COURT

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

CHATEAU DEVELOPMENT LLC, A NEVADA LIMITED LIABILITY COMPANY; AND CHATEAU DEVELOPMENT, INC., A NEVADA CORPORATION, Appellants, vs. TRICIA M. EVANS F/K/A TRICIA M. HETHERINGTON, INDIVIDUALLY AND AS TRUSTEE OF THE CATS MEOW TRUST DATED APRIL 4, 2016; AND BRIAN EVANS, AN INDIVIDUAL, Respondents.	No. 89162-COA
WOOD'S LANDSCAPE & DESIGN, INC., Appellant, vs. TRICIA M. EVANS F/K/A TRICIA M. HETHERINGTON, INDIVIDUALLY AND AS TRUSTEE OF THE CATS MEOW TRUST DATED APRIL 4, 2016; AND BRIAN EVANS, AN INDIVIDUAL, Respondents.	No. 89706-COA
TRICIA M. EVANS F/K/A TRICIA M. HETHERINGTON, INDIVIDUALLY AND AS TRUSTEE OF THE CATS MEOW TRUST DATED APRIL 4, 2016; AND BRIAN EVANS, AN INDIVIDUAL, Appellants, vs. CHATEAU DEVELOPMENT LLC, A NEVADA LIMITED LIABILITY COMPANY; CHATEAU DEVELOPMENT, INC., A NEVADA CORPORATION; INTERNATIONAL	No. 89765-COA

FIDELITY INSURANCE COMPANY;
AND WOOD'S LANDSCAPE & DESIGN, INC.,
Respondents.

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

In Docket No. 89162-COA, Chateau Development, LLC, appeals from a district court order confirming an arbitration award in a breach of contract matter; in Docket No. 89706-COA, Wood's Landscape & Design, Inc., appeals from an amended district court order confirming the same arbitration award; and in Docket No. 89765-COA, Tricia M. Evans, individually and as trustee of the Cats Meow Trust, and Brian Evans appeal from a district court order denying their request for post-arbitration attorney fees and costs. Eighth Judicial District Court, Clark County; Jacob A. Reynolds, Judge.

Tricia M. Evans and Brian Evans (collectively Evans) live at a residence owned by the Cats Meow Trust (the trust), of which Tricia is the sole trustee. Evans contracted with Chateau Development, Inc., (along with Chateau Development, LLC; collectively Chateau)[1] to act as a general contractor to renovate their home. The contract between Chateau and Evans provided that "[a]ny controversy or claim arising out of or [in] relation to" the agreement must be settled through arbitration. The contract also provided that, "[s]hould any party bring an action or other proceeding to enforce this Agreement, the prevailing party therein shall be

[1]In the proceedings below, the two Chateau entities were treated interchangeably and there is no record of the two entities attempting to distinguish themselves. We follow suit, and use "Chateau" to refer to both.

entitled to recover its costs and expenses of suit, including without limitation, its reasonable attorney's fees." Under the contract, Evans paid Chateau "$12,000.00 per month to act as general contractor over the subcontractors and to supervise the work."

Wood's Landscape & Design, Inc., (Wood's) was retained to perform the landscaping on the project, although the parties dispute whether Wood's was subcontracted by Chateau or whether Wood's directly contracted with Evans. According to Evans, Wood's performed landscaping work without "final and approved landscaping plans" and the work performed by Wood's, and therefore Chateau, "was not completed in a good and workmanlike manner." As a result, Evans notified Chateau of the issues through a written notice and demand for a refund consistent with NRS 40.645.

After Chateau failed to remedy the issues, the parties eventually participated in a private arbitration. Evans and the trust filed—as relevant here—an amended complaint with a private arbitrator, naming as respondents Chateau, Wood's, and International Fidelity Insurance Company (IFIC), which had issued a $50,000 surety bond for the project.[2] The complaint alleged separate breach of contract and breach of the implied covenant of good faith and fair dealing claims against Chateau and Wood's. And the complaint further alleged claims for negligence, negligence per se, breach of implied warranties, and in the alternative, unjust enrichment against all of the respondents. The complaint also sought declaratory relief and alleged claims against the $50,000 bond posted by IFIC on behalf of Chateau and against the $5,000 bond posted by Wood's.

[2]Consistent with the arbitrator's usage, we use "respondents" to refer to the group of Chateau, Wood's, and IFIC.

The respondents, who were all represented by the same counsel at the time, filed a single answer and counterclaim against Evans and the trust. In their counterclaim, they alleged that Evans breached a contract that was formed between Wood's and Evans. The respondents claimed that Evans "directly hired Woods [sic] to do the construction on the landscaping," and that Evans thereafter terminated Wood's. Based on these allegations, the respondents brought claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and in the alternative, unjust enrichment against Evans and the trust.

This matter proceeded to arbitration, and the proceeding was not transcribed or otherwise recorded. The arbitrator subsequently issued his award in which he noted numerous deficiencies with the landscaping performed by Wood's which were not corrected by Chateau. These deficiencies, along with what the arbitrator found to be "completely unrebutted," "straightforward and convincing" expert testimony in favor of Evans, led the arbitrator to find "that the Respondents negligently performed the services of a general contractor and breached the contract entered between the parties." Therefore, the arbitrator found "the Respondents" liable for damages to Evans, although the arbitrator did not expressly identify which parties were "the Respondents."

The arbitrator initially awarded Evans $257,145.69, based on expert testimony provided on Evans' behalf and valuations by an independent landscaper. The arbitrator found that Evans paid $107,879 to Wood's for landscaping services, and that Wood's only provided $10,834 of value. The arbitrator further concluded that Evans was entitled to $44,858 for "[o]verpayment for landscaping work that was not completed." The arbitrator also found that it would cost Evans $212,287.69 to repair or otherwise correct Wood's' defective work, and that "Respondents" were liable for that amount as well. The arbitrator additionally found that Evans was entitled to the release of the $50,000 IFIC surety bond "as an offset for the damages awarded." The award noted that "with the exception of any requests submitted for fees and costs," "[t]his [a]ward resolves all the claims between the parties submitted for decision" in the arbitration. Despite this statement, the caption of the award only identified four parties to the suit: Tricia and Brian Evans for the claimants, and Chateau Development, LLC, and "[International] Fidelity Insurance Company" for the respondents. The arbitrator later awarded Evans $69,300 in attorney fees and $36,040.61 in costs for prevailing at the arbitration, as mandated by the Evans-Chateau contract.

Evans and the trust subsequently filed a motion to confirm the award and reduce it to judgment, which Chateau opposed. Chateau also filed a countermotion to vacate the award. While the motions were pending, the arbitrator issued a decision clarifying the award. Specifically, the arbitrator clarified that "Woods [sic] was a party to the Arbitration although not represented by counsel," that "[t]he prior award considered all claims and counterclaims related to Wood's," and that the "arbitration was binding on the parties as stipulated by the parties."

Evans thereafter filed a renewed motion to confirm the recently clarified arbitration award, and Chateau, Wood's, and IFIC opposed that request and filed a competing motion to vacate the award. The respondents argued that the arbitrator's award was arbitrary and capricious because, among other things, it mistakenly stated that Wood's was not represented by counsel and failed to address Chateau's counterclaims.

The district court found that the arbitration was binding against all parties because "a valid agreement to arbitrate existed, which required the arbitration be binding upon the parties," and "that Wood's voluntarily participated in the arbitration process with knowledge that it was to be a binding arbitration." However, the court found several issues in the arbitration award that required further clarification. For example, although the arbitrator's award identified the amount of damages to award to Evans, "it [did] not indicate which party or parties these damages were awarded against." Therefore, the district court vacated the award and remanded the matter to the arbitrator under NRS 38.241(3). In remanding the matter, the district court noted that "[w]hile the Court cannot, and does not, dictate the procedure the Arbitrator chooses to follow to arrive at a new or amended arbitration award, . . . the award should specifically address all claims and counterclaims."

The arbitrator thereafter issued an "Arbitration Order Supplement Pursuant to Request of the District Court." In his supplemental order, the arbitrator referenced "[t]he initial Arbitration Award," and identified elements that do "not require any modification" while clarifying other parts. The supplemental order specifically set forth the reasoning behind the arbitrator's handling of the claims related to Wood's, noting that "[t]here was an inherent confusion in [the] Arbitration," because Evans "received invoices directly from Woods [sic]." And based on these invoices, the arbitrator concluded that, while Chateau would ordinarily be the only respondent liable to Evans, "due to the invoicing procedure [used] by . . . Woods [sic]," (emphasis omitted), in this case, Wood's and Chateau were jointly and severally liable for the $44,858 that

Evans overpaid.[3] However, the arbitrator found that the portion of the award addressing defective work—for which it awarded $214,287.69 solely against Chateau—should be maintained. The arbitrator also confirmed his earlier award of attorney fees and costs, noting that they "were specifically authorized under Section 8 of the contract entered between the parties."

Despite the arbitration order's earlier clarification that only the $44,858 in overpayment damages were to be levied jointly and severally against Chateau and Wood's, the arbitrator's supplemental order concluded by awarding Evans the overpayment damages *and* the defective work "damages jointly and severally against the Chateau Development entities and Woods [sic] Landscaping," for a total award of $257,145.69.[4] The arbitrator further awarded "Claimants $69,300.00 attorney fees and $36,040.61 costs" without clarifying who these fees and costs were assessed against. Lastly, the arbitrator again found that Evans was entitled to the release of the IFIC bond as an offset of the damages award.

---

[3]The arbitrator also noted that, if there were no direct payments from Evans to Wood's, then Chateau would have been solely liable for the full amount of the overpayment, although there would have been "a lesser award for indemnity on behalf of Chateau Development against Woods [sic] Landscaping."

[4]We note that the arbitrator's supplemental order appears internally inconsistent in that the main text of the arbitrator's order imposes damages for defective work against Chateau only, but in the conclusion of the order both Chateau and Wood's are determined to be jointly and severally liable for these damages. The district court's order confirming the arbitration award determined that the defective work damages were only awarded against Chateau based on the arbitrator's reasoning. On appeal, no arguments are presented challenging the district court's resolution of this issue and thus, we need not address it. *See Palmieri v. Clark Cnty.*, 131 Nev. 1028, 1033 n.2, 367 P.3d 442, 446 n.2 (Ct. App. 2015) (declining to consider issues that the appellant failed to raise on appeal).

Evans filed another motion to confirm and enter judgment on the supplemental arbitration order, which Chateau, Wood's, and IFIC opposed, while also filing a competing motion to vacate the award. The respondents again argued that "[t]he Arbitrator "did not address the issues that needed to be addressed" and that the arbitrator's decision was "still arbitrary and [had] no factual or legal basis."

On July 17, 2024, the district court issued an order granting Evans' motion to confirm the supplemental arbitration order and denying the respondents' motion to vacate the award. The district court found that "[w]hile the arbitrator's award did not address all issues in detail, . . . the issues were in fact addressed and resolved." And, because the court had already found that the arbitration was binding on all parties, and the respondents did "not carr[y] their burden of proving any reason to vacate or modify the arbitrator's awards," the court confirmed the award and entered judgment.

In confirming the arbitrator's damages award, the district court's July 17 order further stated that Wood's and Chateau were jointly and severally liable for the $44,858 overpayment to Wood's, $105,340.61 in attorney fees and costs, and $46,071.19 in prejudgment interest. The court determined that Chateau alone was liable for the $214,287.69 for the defective work claims plus $65,729.56 in prejudgment interest. Lastly, the district court found that Evans was entitled to the "release of any surety bond or cash deposit maintained by Chateau" or Wood's. Chateau appealed the district court's decision confirming the arbitrator's award, which is pending before the court in Docket No. 89162-COA.

Five days after Chateau appealed the district court's order, Wood's—through newly retained counsel—filed a motion requesting that the district court amend the order confirming the arbitration award. Wood's argued that it was not liable to Evans for any of the judgment because it did not contract with Evans and Evans never directly paid Wood's. In the alternative, Wood's argued that it was at least not liable for the attorney fees and costs awarded to Evans by the arbitrator, which were based on a contract between Evans and Chateau. Evans opposed this request and, on November 7, 2024, the district court granted Wood's' motion in part and issued an amended order and judgment confirming the arbitration award and reducing it to judgment. In the amended confirmation order, the district court found that only Chateau was liable for Evans' arbitration attorney fees and costs. The other material elements of the order were unaltered from the prior order. Thereafter, Wood's appealed this amended confirmation order and judgment in Docket No. 89706-COA, and specifically contests that Wood's was jointly and severally liable with Chateau for the overpayment damages awarded.

Following the district court's original, July 17 order confirming the arbitrator's award, Evans moved for $33,027.98 in post-arbitration attorney fees and costs. Evans argued that attorney fees and costs were merited: (1) because they were contracted for, (2) because Evans served a rejected offer of judgment under NRCP 68 that was more favorable for the respondents than the eventual judgment, and (3) because NRS 38.243(3) authorized the grant of attorney fees and costs for successfully confirming an arbitration award. Chateau, Wood's, and IFIC opposed this motion.

The district court denied Evans' motion, reasoning that, because the court sought clarification from the arbitrator, the respondents were initially successfully in opposing Evans' motion to confirm the arbitration award and therefore they "were the prevailing party." Further, the court found that the respondents' subsequent opposition to confirming the award was reasonable. Therefore, the court found that post-arbitration attorney fees and costs were not warranted. In making this decision, the district court did not address Evans' arguments regarding the parties' contract, NRCP 68, or NRS 38.243(3). Evans subsequently appealed the denial of their motion for attorney fees and costs incurred in confirming the arbitration award in Docket No. 89765-COA.

Docket No. 89162-COA

In Docket No. 89162-COA, Chateau appeals from the district court's July 17 order confirming the arbitration award. This order found Chateau solely liable for $280,017.25 in damages for defective work and prejudgment interest on these damages. It further found Chateau and Wood's jointly and severally liable for $196,269.80, which included $44,858 for the overpayment to Wood's and $151,411.80 in attorney fees and costs accrued during arbitration and prejudgment interest on such damages.

On appeal, Chateau asserts a myriad of errors which it contends demonstrate that the award was arbitrary and capricious and/or that the arbitrator manifestly disregarded the law. Evans disagrees that any errors occurred and that, regardless, Chateau has failed to meet the high standard required to show that the award should be vacated.

A district court's decision to confirm or vacate an arbitration award is reviewed de novo. *Sylver v. Regents Bank, N.A.*, 129 Nev. 282, 286, 300 P.3d 718, 721 (2013).

> However, the scope of judicial review of [the underlying] arbitration award is limited and is nothing like the scope of an appellate court's review of a trial court's decision. The party seeking to attack the validity of an arbitration award has the burden of proving, by clear and convincing

> evidence, the statutory or common-law ground relied upon for challenging the award.

Health Plan of Nev., Inc. v. Rainbow Med., LLC, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004) (footnote omitted). "Those grounds do *not* include that the arbitrator committed an error—or even a serious error. Rather, the grounds are quite narrow and present a high hurdle for petitioners to clear." *News+Media Cap. Grp. LLC v. L.V. Sun, Inc.*, 137 Nev. 447, 452, 495 P.3d 108, 115 (2021) (citation modified).

"An award is arbitrary and capricious if the arbitrator's factual findings are not supported by substantial evidence in the record." *Id.* at 455, 495 P.3d at 117. Demonstrating that the arbitrator manifestly disregarded "the law goes beyond whether the law was correctly interpreted, it encompasses a conscious disregard of applicable law." *Id.* at 456-57, 495 P.3d at 118 (quoting *Health Plan*, 120 Nev. at 699, 100 P.3d at 179). Stated another way, "manifest disregard requires something approaching intentional misconduct: the arbitrator must not only reach a legally incorrect result, but must also do so deliberately." *Id.* at 457, 495 P.3d at 118 (citation modified).

Chateau first argues that the arbitrator's award was arbitrary and capricious because the caption of the arbitrator's initial award did not mention Wood's, which Chateau asserts to be an indication that the arbitrator did not know who the parties were or what claims they had. But this argument fails to account for the fact that the supplemental order—which was the award confirmed by the district court—does, in fact, list Wood's as a party to the proceeding. Indeed, all of the respondents were properly identified in the caption on the supplemental award. Moreover, Chateau cites no authority supporting the proposition that the arbitrator's award must contain a caption completely naming all parties or that the failure to do so somehow renders an award arbitrary and capricious. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (explaining that this court need not consider an appellant's argument that is not cogently argued or lacks the support of relevant authority). As a result, we conclude that this argument does not provide a basis for relief.

Second, Chateau argues that the arbitrator's award was arbitrary and capricious because it did not specifically address Chateau's counterclaim. But, as Evans points out, the arbitration award expressly stated that it "resolve[d] all the claims between the parties submitted for decision in [the] Arbitration proceeding." While this language was included in the initial award, rather than the supplemental order confirmed by the district court, the supplemental order effectively incorporated and adopted this portion of the initial award,[5] such that the supplemental order necessarily addressed the counterclaim. And to the extent Chateau relatedly maintains that the award was arbitrary and capricious because it did not expressly address the merits of its counterclaim, our supreme court has recognized that arbitrators need not articulate their reasoning when resolving a claim. *See Richardson v. Harris*, 107 Nev. 763, 766-67, 818 P.2d 1209, 1211 (1991). Thus, we conclude that relief is not warranted on Chateau's counterclaim-based arguments.

Third, Chateau argues that the arbitrator's award should be vacated because the arbitrator failed to follow the district court's directive

[5]Indeed, the supplemental order expressly noted that "[a]n Arbitration Award was previously entered in this matter" and articulated which elements required modification and which did not—with the above-quoted language included amongst the portions that were not modified.

"that the award should specifically address all claims and counterclaims." Contrary to Chateau's position, however, the district court found that, although the arbitrator's supplemental order "did not address all issues in detail, nor were all issues addressed in the direction the Respondents preferred, the issues were in fact addressed and resolved"—which reflects that the district court itself concluded that the arbitrator had complied with its instructions. Moreover, as noted above, an arbitration award need not articulate its reasoning to be confirmed. *See id.* at 766, 818 P.2d at 1211 (holding that, under a substantively similar prior arbitration act, "there [was] no statue . . . requiring [an arbitrator] to provide specified findings of fact or conclusions of law"). Thus, we conclude that Chateau's argument does not provide a basis for relief.

Fourth, Chateau emphasizes that NRS 40.645 precludes compensation for construction defects for which notice and an opportunity to cure have not been provided and argues that, before the arbitration occurred, Evans' expert witness modified his report to incorporate defects that were not included in the initial report included with the NRS 40.645 notice that Evans had provided. Evans responds that this argument was not raised before the arbitrator and therefore it is waived. Evans further states that Chateau merely disagrees with the arbitrator's conclusions, which is not grounds for challenging the award.

Chateau has failed to provide an adequate record upon which to evaluate this argument. Although Chateau argues that "[t]he expert report was supplemented right before the arbitration hearing," no evidence of such a change appears in the record before us. In fact, the only version of the expert report included in the record on appeal is the one originally appended to Evans' NRS 40.645 notice. Moreover, there is no transcript or other record of the arbitration proceedings in the record on appeal to allow this court to assess whether Evans did, in fact, assert additional defects beyond the notice and/or whether Chateau raised any arguments regarding that point before the arbitrator. Under these circumstances, we are constrained to presume that the missing documents support the validity of the arbitration award. *See Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 603, 172 P.3d 131, 135 (2007). Accordingly, we conclude that Chateau's NRS 40.645-based argument does not provide a basis for relief.

Fifth, Chateau argues that the arbitrator's award was arbitrary and capricious because the arbitrator incorrectly found that Evans directly paid Wood's for the work Wood's performed. Notably, in the supplemental arbitration order that was confirmed by the district court, the arbitrator found that Evans "received invoices directly from Woods [sic] Landscaping which were paid directly to Woods [sic] Landscaping." According to Chateau, this finding runs contrary to the facts, as it contends that Evans only paid Chateau, who in turn paid Wood's, therefore supporting Chateau's argument that the entire arbitration award was arbitrary and capricious.

Chateau had the burden of proving, by clear and convincing evidence, that the arbitrator's award was arbitrary or capricious. *See Health Plan*, 120 Nev. at 695, 100 P.3d at 176. Accordingly, Chateau must demonstrate that the arbitrator's finding that Evans paid Wood's directly was not supported by substantial evidence. *Clark Cnty. Educ. Ass'n v. Clark Cnty. Sch. Dist.*, 122 Nev. 337, 344, 131 P.3d 5, 10 (2006) (holding "that the arbitrator's decision is supported by substantial evidence and therefore is not arbitrary and capricious"). But here, the proceedings before the arbitrator were not recorded, such that there is no record of any testimony regarding how Wood's' bills were presented to Evans or how Wood's was paid. And there is likewise no record regarding what, if any, evidence was presented to the arbitrator on this issue.

While the record does include several invoices that were submitted to the district court with the parties' motion practice, it is not clear if these invoices are exhaustive or if they were even presented to the arbitrator. Regardless, these invoices at best present conflicting evidence on the billing and payment issue as some of the invoices from Wood's are directed at Evans while other invoices—from Chateau to Evans—incorporate Wood's' charges as line items. Under these circumstances and given the limited record Chateau has presented on appeal, Chateau has not met its burden of demonstrating that the arbitrator's finding that Wood's billed Evans directly was not supported by substantial evidence, or that the arbitrator's award was arbitrary and capricious.

In sum, based on the reasoning set forth above, we conclude that Chateau has not demonstrated that relief is warranted on any of its challenges to the order and judgment confirming the arbitration award. We therefore affirm the July 17, 2024, order challenged in Docket No. 89162-COA.[6]

Docket No. 89706-COA

In Docket No. 89706, Wood's appeals from the district court's November 7, 2024, amended order confirming the arbitration award. But as Evans points out, the district court lacked jurisdiction to amend the July

---

[6]To the extent Chateau challenges the arbitrator's release of the IFIC bond, contending that Evans' claims were time-barred by the terms of the bond, that argument was not raised before the district court, and thus it has been forfeited. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) (explaining that issues not argued in district court are "deemed to have been waived and will not be considered on appeal").

17 order confirming the award because Chateau had filed a timely notice of appeal from that decision before Wood's filed its motion to alter or amend.

It is well established that the timely filing of a notice of appeal divests the district court of jurisdiction and vests jurisdiction in the appellate courts. *Mack-Manley v. Manley*, 122 Nev. 849, 855, 138 P.3d 525, 529-30 (2006). More specifically, while the district court can "enter orders on matters that are collateral to and independent from the appealed order, *i.e.*, matters that in no way affect the appeal's merits," a timely notice of appeal divests the district court "of jurisdiction to revisit issues that are pending before [the appellate] court." *Id.*

Here, Chateau filed its timely notice of appeal from the initial July 17 order confirming the arbitration award, thus divesting the district court of jurisdiction over matters affecting the merits of that appeal, namely, the merits of the arbitration award. *See id.* Despite Chateau's appeal, the district court amended its initial order confirming the arbitration award to find that only Chateau was liable for the arbitration fees and costs. However, the arbitrator's fees and costs award was directly at issue in the initial confirmation order that Chateau appealed, and therefore the fees and costs award was not ancillary to the proceedings. Thus, the district court lacked jurisdiction to amend that order—rendering the November 7 amended order confirming the award void.[7] *See Smith v.*

---

[7]To the extent the district court seemingly believed it could modify the initial confirmation order because "all parties consented to this Amended Judgment being entered," a stipulation or agreement between parties does not confer jurisdiction. *See State v. Just. Ct. of L.V. Twp.*, 112 Nev. 803, 806, 919 P.2d 401, 403 (1996) (holding "the State's alleged stipulation to the order could not confer jurisdiction"); *Paul v. Armstrong*, 1 Nev. 70, 79 (1865) ("Where a statute does not give jurisdiction, consent of parties cannot give it.").

Emery, 109 Nev. 737, 741, 856 P.2d 1386, 1389 (1993) (holding that an order granting a motion for a new trial was void because the motion was made after the filing of a notice of appeal and the motion dealt with the same issue as the challenged order). And because the November 7 order is void, it must be vacated.[8] *See Osman v. Cobb*, 77 Nev. 133, 135, 360 P.2d 258, 259 (1961) (recognizing that void orders are appealable but that, because "the judgment rendered and entered . . . was void [it] must be vacated"). Therefore, we vacate the November 7 amended confirmation order at issue in Docket No. 89706-COA and remand for further proceedings.

Docket No. 89765-COA

Finally, in Docket No. 89765-COA, Evans appeals from the district court's order denying their request for post-arbitration attorney fees and costs. "We review a district court's decision regarding an award of attorney fees or costs for an abuse of discretion." *LVMPD v. Blackjack Bonding*, 131 Nev. 80, 89, 343 P.3d 608, 614 (2015).

Evans argues that they were entitled to their post-arbitration attorney fees and costs as to Chateau under the Evans-Chateau contract, which provided for an award of attorney fees and costs to the prevailing party in any action to enforce the contract. Evans also argues that they were entitled to post-arbitration attorney fees and costs against both Chateau and Wood's under NRCP 68(f) and NRS 38.243(3). Chateau

---

[8]Because the order resolving Wood's' motion to amend is void, that motion—which tolled Wood's' time to appeal—necessarily remains pending in the district court, rendering Wood's' appeal premature. *See* NRCP 59(e); NRAP 4(a)(5). As a result, Wood's' arguments challenging the confirmation of the arbitration award are not properly before us in this matter. *See Rust v. Clark Cnty. Sch. Dist.*, 103 Nev. 686, 688, 747 P.2d 1380, 1381 (1987) ("Generally, a premature notice of appeal fails to vest jurisdiction in this court.").

answers that Evans was not entitled to their fees and costs because Chateau was the prevailing party in the proceedings to confirm the arbitration award. And Wood's answers that it was not a party to the Evans-Chateau contract, and that the court acted within its discretion in declining to award post-arbitration attorney fees and costs under NRCP 68(f) and NRS 38.243(3).[9]

Beginning with whether Evans was entitled to post-arbitration fees and costs under the Evans-Chateau agreement, this court reviews questions of contract interpretation de novo. *Elk Point Country Club Homeowners' Ass'n v. K.J. Brown, LLC*, 138 Nev. 640, 643, 515 P.3d 837, 840 (2022). When interpreting a contract, we "look[ ] to the language of the agreement and the surrounding circumstances." *Am. First Fed. Credit Union v. Soro*, 131 Nev. 737, 739, 359 P.3d 105, 106 (2015) (quoting *Redrock Valley Ranch, LLC v. Washoe County*, 127 Nev. 451, 460, 254 P.3d 641, 647-48 (2011)). If "the language of the contract is clear and unambiguous," we enforce the contract as written. *Davis v. Beling*, 128 Nev. 301, 321, 278 P.3d 501, 515 (2012).

Here, the language of the contract provides that "[s]hould any party bring an action or other proceeding to enforce this Agreement, the prevailing party therein shall be entitled to recover its costs and expenses of suit, including without limitation, its reasonable attorney's fees." Chateau does not dispute that the proceedings to confirm the arbitration award were "proceeding[s] to enforce [the] Agreement," and thus the only question before us is whether Evans was the prevailing party in the district

[9]While IFIC filed an answering brief in this appeal regarding the fees and costs, Evans did not seek post-arbitration fees and costs against IFIC, thus we need not address its arguments on appeal.

court proceedings. A party can be considered a prevailing party "if it succeeds on any significant issue in litigation which achieves some of the benefit it sought in bringing suit." *Valley Elec. Ass'n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005) (internal quotation marks omitted) (interpreting NRS 18.010); *see Pardee Homes of Nev. v. Wolfram*, 135 Nev. 173, 179, 444 P.3d 423, 427 (2019) (holding that a similar attorney fee provision in a contract justified fees for the party that obtained their stated goal, regardless of the party's ulterior motivations).

In this case, Evans initiated the arbitration to seek damages for construction defects in accordance with its contract with Chateau. After prevailing in the arbitration, where they were awarded $257,145.69 in compensatory damages, $69,300 in arbitration attorney fees, and $36,040.61 in arbitration costs, Evans moved the district court to confirm the award and reduce it to judgment. And, during these proceedings, Evans was ultimately successful in obtaining confirmation of the arbitration award, which was then reduced to judgment. While Chateau, Wood's, and IFIC succeeded in obtaining clarification from the arbitrator, the supplemental order did not change the amount of the award in Evans' favor, it simply changed which respondents were responsible for satisfying the various parts of the award. Therefore, although Evans' initial motion to confirm the arbitration award was denied, they succeeded in their ultimate aim of confirming the award. In contrast, while Chateau initially succeeded on its motion to vacate the award, that success was merely transitory, as the matter was remanded to the arbitrator, who issued a supplemental order clarifying his prior decision that was subsequently confirmed by the district court.

Under these circumstances, we conclude that it was Evans, and not Chateau, that succeeded on a significant issue in the post-arbitration proceedings, such that Evans was the prevailing party below. Thus, we conclude that the district court abused its discretion in finding that Evans was not the prevailing party in the proceedings to confirm the arbitration award, and in not awarding post-arbitration fees and costs against Chateau on that basis. Accordingly, we reverse the district court's denial of Evans' motion for attorney fees and costs against Chateau on prevailing party grounds and remand to the district court for further proceedings.

Turning to Evans' argument that they were entitled to attorney fees and costs against *both* Chateau and Wood's under NRCP 68(f) (offers of judgment) and NRS 38.243(3) (allowing an award of "reasonable attorney's fees and other reasonable expenses" to a prevailing party in a contested judicial proceeding seeking confirmation of an arbitration award), the district court did not address these additional grounds in denying Evans' motion. Given this failure, and because we reverse the district court's denial of Evans' motion for attorney fees, on remand the district court shall also address Evans' request for post-arbitration attorney fees and costs under NRCP 68(f) and NRS 38.243(3) in the first instance.

Accordingly, based on the reasoning set forth above, we

ORDER the judgment of the district court AFFIRMED IN PART, VACATED IN PART, AND REVERSED IN PART AND REMAND this matter to the district court for proceedings consistent with this order.[10]

Bulla, C.J.

Gibbons, J.

Westbrook, J.

cc: Hon. Jacob A. Reynolds, District Judge
Dana Jonathon Nitz, Settlement Judge
Marquis Aurbach Chtd.
David J. Winterton & Associates, Ltd.
Semenza Rickard Law
Eighth District Court Clerk

---

[10]While we affirm the July 17, 2024, order confirming the arbitration award and vacate the November 7, 2024, amended order confirming the arbitration award, once remittitur issues in this matter, nothing in this decision precludes the district court from revisiting Wood's' still-pending motion to amend and reallocating liability for the arbitration attorney fees and costs as it did in the November 7 order.

Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they either do not present a basis for relief or need not be reached given the disposition of the appeal.