FILED
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ELIZABETH A. BROWN
CLERK OF SUPREME COURT

IN THE SUPREME COURT OF THE STATE OF NEVADA

CY 4422Y, LLC, A CALIFORNIA LIMITED LIABILITIY COMPANY, Appellant, vs. DOMINIC J. MAGLIARDITI, AN INDIVIDUAL; NIKKI C. MAGLIARDITI, AN INDIVIDUAL; AND ALEXANDRA T. MAGLIARDITI, AN INDIVIDUAL, Respondents.	No. 87930
CY 4422Y, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, Appellant, vs. DOMINIC J. MAGLIARDITI, AN INDIVIDUAL, Respondent.	No. 88271
CY 4422Y, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, Appellant, vs. NIKKI C. MAGLIARDITI, AN INDIVIDUAL; AND ALEXANDRA T. MAGLIARDITI, AN INDIVIDUAL, Respondents.	No. 88927
CY 4422Y, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, Appellant, vs. NIKKI C. MAGLIARDITI, AN INDIVIDUAL; AND ALEXANDRA T. MAGLIARDITI, AN INDIVIDUAL, Respondents.	No. 90078

NIKKI C. MAGLIARDITI, AN INDIVIDUAL; AND ALEXANDRA T. MAGLIARDITI, AN INDIVIDUAL, Appellants, vs. M1 ACCELERATOR LLC, A NEVADA LIMITED LIABILITY COMPANY; BLACKBOX CAPITAL, LLC, A NEVADA LIMITED LIABILITY COMPANY; MAGS 20, INC., A NEVADA CORPORATION; AND JOSEPH D. MAGLIARDITI, TRUSTEE OF THE JOSEPH D. MAGLIARDITI TRUST U/T/D 7/2/2003, Respondents.	No. 90087

ORDER AFFIRMING IN PART AND VACATING IN PART (DOCKET NO. 87930); AFFIRMING (DOCKET NO. 88271); AFFIRMING (DOCKET NO. 90078); AFFIRMING IN PART, VACATING IN PART, REVERSING IN PART, AND REMANDING (DOCKET NO. 88927); AND DISMISSING APPEAL (DOCKET NO. 90087)

These are consolidated appeals from a district court order, certified as final under NRCP 54(b), granting summary judgment on third-party claims in a business dispute (Docket No. 87930) and from post-judgment orders awarding attorney fees (Docket Nos. 88271 (Dominic) and 90078 (Nikki and Alexandra)), awarding costs (Docket Nos. 87930 (Dominic) and 88927 (Nikki and Alexandra)), and granting a motion to alter/amend a post-judgment order awarding attorney fees (Docket No. 90087). Eighth Judicial District Court, Clark County; Hon. Timothy C. Williams, Judge.

These appeals arise from a dispute over an ownership interest in appellant CY 4422Y, LLC ("CY"), the holding company of a hotel in Sacramento, California. Respondent Dominic Magliarditi managed nonparty

Pacific West LLC, which owned 20.5% of CY. Dominic's daughters, respondents Nikki and Alexandra Magliarditi, took over management of Pacific West in 2020, pursuant to a settlement agreement between Pacific West and CY's then-parent company, GHG NV, LLC. The settlement agreement required Pacific West to indemnify and hold harmless GHG and affiliated entities but left Pacific West's membership interest in CY unchanged.

During the COVID-19 pandemic, CY applied for a Small Business Administration Economic Injury Disaster Loan ("Loan"). CY failed to obtain the Loan, allegedly because Dominic declined to personally guarantee it.[1] Pursuant to Section 3.10 of CY's amended operating agreement, CY subsequently redeemed Pacific West's ownership interest for $672,656. The parties dispute whether that amount reflected the fair market value of Pacific West's interest, but the agreement permitted CY to redeem a member's interest for the lesser of its remaining invested capital or the fair market value of its units.

Pacific West sued CY and associated parties. CY asserted counterclaims against Pacific West and, as relevant here, a third-party complaint against Dominic, Nikki, and Alexandra (collectively, "the Magliarditis"), for concert of action, civil conspiracy, indemnification pursuant to the settlement agreement, and tortious interference with contractual relations.

Dominic moved for summary judgment on CY's third-party claims to which Pacific West, Nikki, and Alexandra joined. The district court granted the motion. As to the indemnification claim, the district court concluded that

[1]The record shows that the Small Business Administration denied the Loan because the IRS could not locate CY's 2019 tax return.

the settlement agreement did not impose an indemnification obligation on Dominic, Nikki, and Alexandra. The district court entered summary judgment against CY on the remaining third-party claims because, after discovery, CY failed to identify evidence of any actual damages resulting from the alleged concert of action, conspiracy, or tortious interference with contractual relations. The district court certified the summary judgment order as final under NRCP 54(b) and CY appeals from that order in Docket No. 87930.[2]

The Magliarditis moved for attorney fees and costs associated with defending against the third-party complaint. The district court granted the motion and awarded all requested attorney fees and costs in four separate orders—two orders in favor of Dominic for his fees and costs, and the other two orders in favor of Nikki and Alexandra for their fees and costs. CY appeals from the two attorney fees orders in Docket Nos. 88271 and 90078, and the two costs orders in Docket Nos. 87930 and 88927.

Several members of CY, but not CY itself, moved to alter or amend the order awarding attorney fees to Nikki and Alexandra, arguing that the order included findings that the district court did not make. The district court granted the motion in part and struck the challenged findings from the order. The district court did not change the amount of the fee award. Nikki and Alexandra appeal from that order in Docket No. 90087.

Summary judgment (Docket No. 87930)

CY argues that the district court erred in granting summary judgment in favor of the Magliarditis because nominal damages suffice for the

[2]CY does not challenge the summary judgment in Pacific West's favor in these pending appeals.

actual-damages elements in its third-party claims for concert of action, civil conspiracy, and tortious interference with contractual relations. We disagree.

We review a district court order granting summary judgment de novo. *Golden Gate/S.E.T. Retail of Nev. v. Mod. Welding Co. of Cal., Inc.*, 141 Nev., Adv. Op. 12, 565 P.3d 1, 4 (2025) (citing *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005)). Summary judgment is proper if the pleadings and other evidence demonstrate that no genuine issue of material fact exists and that the moving party is entitled to a judgment as a matter of law. *Id.* "All evidence 'must be viewed in a light most favorable to the nonmoving party.'" *Id.* (quoting *Wood*, 121 Nev. at 729, 121 P.3d at 1029). "The nonmoving party must present specific facts demonstrating a genuine factual issue." *Id.*

Concert of action and civil conspiracy

"An actionable civil conspiracy is a combination of two or more persons who, by some concerted action, intend to accomplish some unlawful objective for the purpose of harming another which results in damage." *Cap. Advisors, LLC v. Cai*, 140 Nev., Adv. Op. 34, 548 P.3d 1202, 1211 (2024) (quoting *Collins v. Union Fed. Sav. & Loan Ass'n*, 99 Nev. 284, 303, 662 P.2d 610, 622 (1983)). Concert of action is similar to civil conspiracy insofar as both theories require an agreement between tortfeasors. *GES, Inc. v. Corbitt*, 117 Nev. 265, 270, 21 P.3d 11, 15 (2001). Concert of action is a theory of joint liability that requires one tortfeasor to act in concert with another or pursuant to a common design, much like a conspiracy. *Id.* at 270-71, 21 P.3d at 15. Accordingly, we address the two claims together.

The requirement that a civil conspiracy "results in damage" means that the plaintiff must suffer actual damages from the defendants' wrongful acts; nominal damages are insufficient. *See Eikelberger v. Tolotti*, 96 Nev. 525,

528 n.1, 611 P.2d 1086, 1088 n.1 (1980) ("The gist of a civil conspiracy is not the unlawful agreement but the damage resulting from that agreement or its execution. The cause of action is not created by the conspiracy but by the wrongful acts done by the defendants to the injury of the plaintiff."). Concert-of-action liability, like civil-conspiracy liability, requires proof of actual damages because it derives from an underlying tort that must result in injury. *GES, Inc.*, 117 Nev. at 269-271, 21 P.3d at 14-15; *Eikelberger*, 96 Nev. at 528 n.1, 611 P.3d at 1088 n.1.

Here, CY failed to identify evidence that any alleged conspiracy or concerted action caused actual damages. Although CY asserts it suffered economic loss from not receiving the Loan, that loss is speculative and lacks an evidentiary basis. Further, while the record shows Pacific West received $162.16 in credit card commissions from March 2017 through December 2020, CY presented no evidence linking the loss of those commissions to any concerted action or civil conspiracy. Thus, CY failed to identify evidence of actual damages necessary to sustain either a concert of action or civil conspiracy claim.

CY's reliance on *Iliescu v. Reg'l Transp. Comm'n*, 138 Nev. 741, 522 P.3d 453 (Ct. App. 2022) does not alter this conclusion. CY cites *Iliescu* for the proposition that nominal damages are available whenever a legal right is violated. But *Iliescu* held only that a claim for nominal damages remained viable alongside a claim for compensatory damages in a trespass action. *Id.* at 751, 522 P.3d at 461-62. Unlike civil conspiracy and concert of action, trespass claims do not require proof of actual damages; the invasion of a property right is sufficient. *See Lied v. Clark Cnty.*, 94 Nev. 275, 279, 579 P.2d 171, 173-74 (1978) ("[T]o sustain a trespass action, a property right must be shown to have been invaded"). Because CY failed to identify evidence of actual damages

resulting from the alleged concert of action and civil conspiracy, the availability of nominal damages resulting from a violation of a legal right in trespass actions is not persuasive. Thus, the district court properly granted summary judgment on these claims.

Tortious interference with contractual relations

In an action for intentional interference with contractual relations, a plaintiff must establish: "(1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or designed to disrupt the contractual relationship; (4) actual disruption of the contract; and (5) *resulting damage*." *J.J. Indus., LLC v. Bennett*, 119 Nev. 269, 274, 71 P.3d 1264, 1267 (2003) (emphasis added). Thus, like concert of action and civil conspiracy claims, tortious interference with contractual relations requires actual damages.

As discussed above, CY failed to identify evidence of actual damages. Further, CY failed to connect the credit card commissions to this claim. Accordingly, CY's claim for tortious interference with contractual relations fails and the district court properly granted summary judgment on this claim.[3]

Attorney fees

"We review the district court's award of attorney fees and costs for an abuse of discretion and will uphold an award supported by substantial evidence." *Valley Health Sys., LLC v. Murray*, 140 Nev. 137, 146, 544 P.3d 904, 912 (2024). However, when an award of attorney fees implicates a question of

[3]CY does not appeal the summary judgment on the indemnification claim.

law, we review the award de novo. *Davis v. Beling*, 128 Nev. 301, 321, 278 P.3d 501, 515 (2012).

A court may award a prevailing party attorney fees when the opposing party brought or maintained a complaint without reasonable ground or to harass the prevailing party. NRS 18.010(2)(b). The court must liberally construe the statute in favor of awarding attorney fees in all appropriate situations. *Id.* "For purposes of NRS 18.010(2)(b), a claim is frivolous or groundless if there is no credible evidence to support it." *Rodriguez v. Primadonna Co., LLC*, 125 Nev. 578, 588, 216 P.3d 793, 800 (2009).

A motion for attorney fees must be supported by documentation concerning the amount of fees claimed. NRCP 54(d)(2)(B)(v)(b). When analyzing a request for attorney fees for reasonableness, the district court must consider the *Brunzell* factors: (1) the quality of the advocate; (2) the character of the work needed to be done; (3) the work performed; and (4) the result. *L.V. Rev.-J. v. Clark Cnty. Coroner*, 138 Nev. 813, 817, 521 P.3d 1169, 1174 (2022) (citing *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969)).

Nikki and Alexandra's attorney fees (Docket No. 90078)

CY challenges the district court's award of attorney fees for Nikki and Alexandra on three grounds, arguing that (1) its claims were not frivolous, (2) the amount awarded was not supported by substantial evidence, and (3) the fees were improperly apportioned. We conclude that the district court properly found that Nikki and Alexandra were entitled to fees based on substantial evidence and reasonably determined that apportionment was impracticable.

First, the district court did not abuse its discretion in finding CY's claims against Nikki and Alexandra groundless and frivolous because CY identified no credible evidence connecting Nikki and Alexandra to the theories

of liability. Although CY sought $13.5 million in damages, it identified evidence of, at most, $162.16 in lost credit card commissions, and no evidence that Nikki or Alexandra caused that loss. Nor did CY identify evidence to support that Nikki and Alexandra participated in the alleged concert of action, civil conspiracy, or tortious interference with contractual relations. The district court therefore properly determined that Nikki and Alexandra were entitled to attorney fees under NRS 18.010(2)(b).

Second, the amount of fees was adequately supported by substantial evidence. Under *Goodyear Tire & Rubber Co. v. Haeger,* a court may "shift only those attorney's fees incurred because of the misconduct at issue." 581 U.S. 101, 108 (2017). However, courts need not "become green-eyeshade accountants." *Id.* at 110 (quoting *Fox v. Vice*, 563 U.S. 826, 838 (2011)). Between the district court's knowledge of the litigation and the billing logs, the district court had sufficient evidence to award attorney fees and therefore did not abuse its discretion in the amount of fees awarded.

Third, the district court did not abuse its discretion in finding that apportionment of fees was impracticable. When a plaintiff pursues claims against multiple defendants based on the same factual circumstances, the court may decline to apportion fees if the claims are so interrelated that apportionment is impracticable. *Mayfield v. Koroghli*, 124 Nev. 343, 353, 184 P.3d 362, 369 (2008). However, the court must attempt to apportion fees and make specific findings explaining as to why further apportionment is impracticable. *Id.* at 353-54, 184 P.3d at 369. Here, the district court found that the work performed by Bailey Kennedy benefited Pacific West, Nikki, and Alexandra, rather than Nikki or Alexandra individually, and it therefore could not apportion the fees among them. That finding supports allocating one-third of the attorney fees to Nikki and Alexandra.

In sum, we affirm the district court's determination that Nikki and Alexandra are entitled to attorney fees under NRS 18.010(2)(b) based on the billing logs and that apportionment was impracticable.

Dominic's attorney fees (Docket No. 88271)

CY raises similar challenges to the order awarding attorney fees to Dominic, arguing that its claims were not frivolous under NRS 18.010(2)(b) and that Dominic's heavily redacted billing records prevented the district court from evaluating the reasonableness and necessity of the attorney fees. For the reasons discussed above, the district court did not abuse its discretion in finding CY's claims against Dominic to be groundless and frivolous. We therefore focus on the evidentiary support for the amount awarded.

The district court did not abuse its discretion by relying on counsel's declaration and the partially redacted billing statements. The declaration addressed the *Brunzell* factors, including counsel's qualifications, the character of the work to be done, and the result obtained. The billing statements provide further detail about the work performed for Dominic, notwithstanding the redactions in the billing statements. Although the redactions made some of the services more difficult to evaluate, they did not prevent the district court from assessing the reasonableness of the fees. *See, e.g.*, *Katz v. Incline Vill. Gen. Improvement Dist.*, 2019 WL 6247743 at *3 (Nev. Nov. 21, 2019) (Order of Affirmance) (upholding a fee award despite redactions that made evaluating the services more difficult). The district court also reasonably determined that the redactions were appropriate to preserve privileged information. Unlike with Nikki, Alexandra, and Pacific West, Dominic's counsel only represented Dominic in defending against CY's third-party claims. Accordingly, the court does not need to attempt any allocation of the fees incurred. Because the combination of the declaration and billing

statements, as well as the court's experience in presiding over the case, provided sufficient evidence for the district court's analysis under the *Brunzell* factors, we conclude that the district court did not abuse its discretion in awarding attorney fees to Dominic. We therefore affirm that award.

Costs (Docket Nos. 87930 and 88927)

We review a district court's decision awarding costs for an abuse of discretion. *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. 114, 120, 345 P.3d 1049, 1054 (2015). To be recoverable "costs must be reasonable, necessary, and actually incurred." *Id.*; NRS 18.005. The party seeking costs must demonstrate their necessity to the litigation and cannot rely solely on a declaration stating that the costs were reasonable and necessary. *Cadle Co.*, 131 Nev. at 120-121, 345 P.3d at 1054 (citing *Bobby Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 114 Nev. 1348, 1352-53, 971 P.2d 383, 386 (1998)). The moving party must file a verified memorandum itemizing the costs incurred, and the adverse party may move the court to retax them. NRS 18.110(1), (4). Applying these principles, we affirm costs supported by evidence tying them to Dominic, Nikki, and Alexandra's defense of CY's third-party claims and reverse costs for which the record lacks that support.

Nikki and Alexandra's costs (Docket No. 88927)

Expert Costs

CY argues that the district court improperly awarded expert costs for services related to Pacific West's affirmative claims against CY, as opposed to expert costs for services related to Nikki and Alexandra's defense of CY's third-party complaint. We agree.

The district court awarded costs for expert reports and depositions from Rob Bare, Ben Edwards, and Dwight Duncan. Bare opined about whether CY's attorney breached ethical duties in connection with CY's repurchase of

Pacific West's membership interest. Edwards addressed whether a member of CY breached fiduciary duties owed to Pacific West or had a conflict of interest in purchasing Pacific West's membership interest. Duncan testified to the value of Pacific West's membership interest in CY. The experts' opinions concerned Pacific West's affirmative claims against CY, and the record does not establish that the experts' services were necessary to defend against CY's third-party claims against Nikki and Alexandra. Accordingly, we reverse the award of expert costs for Bare, Edwards, and Duncan.

Relatedly, CY argues that the court improperly awarded expert fees exceeding the statutory cap without analyzing the *Frazier* factors. We agree. NRS 18.005(5) permits recovery of reasonable expert fees, subject to a $15,000 limit per expert, unless the court determines that the circumstances warrant a larger fee. Before exceeding that limit, the court must consider the relevant *Frazier* factors and explain its findings. *Nevins v. Martyn*, 140 Nev., Adv. Op. 66, 557 P.3d 965, 978-79 (2024) (citing *Frazier v. Drake*, 131 Nev. 632, 650-51, 357 P.3d 365, 377-78 (Ct. App. 2015)).

Here, the district court awarded $23,670 for Randall R. Smith's expert services without addressing the *Frazier* factors or explaining why the services warranted fees that exceeded the statutory cap. We therefore vacate this portion of the costs award and remand for the district court to consider the *Frazier* factors and determine whether Smith's services warrant exceeding the $15,000 limit.[4]

[4]We do not need to address whether Duncan's fees exceeded the $15,000 limit because we are reversing that award entirely. While Duncan and Smith work for the same firm, the bills have sufficient detail to allow us to determine how much was incurred for each.

Other costs

CY argues that Nikki and Alexandra failed to adequately support several categories of costs, either because the record does not establish that the costs were reasonable, necessary, and actually incurred or because the costs related to Pacific West's claims against CY rather than Nikki and Alexandra's defense against CY's third-party claims. We address each of these categories in turn.

Clerks' fees

CY challenges the award of clerks' fees because the supporting documents do not establish that all the clerks' fees were reasonable and necessary to Nikki and Alexandra's defense. Some of the fees, including the filing fee for Nikki and Alexadra's answer and counterclaims against CY, were facially related to their defense. Thirty-eight others, including fees for Pacific West's motion to amend its complaint, concerned filings unrelated to Nikki and Alexandra. Because the record does not support awarding the latter costs, we affirm $1,781.89 in clerks' fees and reverse the remaining $133 of the $1,914.89 award.

Document reproduction

CY also challenges the $6,074.25 award for document reproduction. Nikki and Alexandra's supporting documents identify the photocopied documents as relating to the Pacific West Member Dispute but do not establish that the copy expenses were reasonably necessary to Nikki and Alexandra's defense of CY's third-party claims. Accordingly, we reverse the award of photocopy fees.

Reporters' fees

While the invoices establish that the reporters' fees were incurred, they do not establish that all transcripts were reasonably necessary to Nikki

and Alexandra's defense. The deposition transcripts of Bare, Edwards, and Duncan were for experts that we have already concluded were unrelated to that defense. By contrast, the transcripts of depositions of Nikki, Alexandra, and Dominic, and hearings on the motion for summary judgment were facially relevant to Nikki and Alexandra's defense. Because the record does not sufficiently establish the necessity of the remaining transcripts, the district court abused its discretion in awarding those costs. Accordingly, we affirm $7,282.03 in reporters' fees and reverse the remaining $43,456.03 of the $50,738.06 award.

Postage

The supporting documents do not establish that the postage expenses were necessary to Nikki and Alexandra's defense, and some expenses relate to payments for experts whose services were unrelated to that defense. Only the $0.87 postage expense for the transcript of the hearing on Domnic's summary judgment motion was facially related to their defense. Therefore, we affirm $0.87 in postage and reverse the remaining $31.53 of the $32.40 award.

Witness fees

The supporting documentation does not establish that the $66.16 in witness fees were necessary to Nikki and Alexandra's defense. Accordingly, we reverse the witness-fee award.

Travel costs

The travel expenses were incurred for a deposition of Alexandra, a party to CY's third-party complaint. The supporting documents establish that expenses consisted of a Southwest flight and Lyft rides to and from the airport at reasonable amounts. Accordingly, the district court did not abuse its discretion in awarding these costs, and we affirm the travel costs award of $423.81.

Messenger and courier fees

Some messenger and courier expenses were unrelated to Nikki and Alexandra's defense. The record does not establish the relevance of retrieving a CD from Judge Timothy C. Williams and returning it to Bailey Kennedy, delivering an opposition to an emergency motion for an extension of time, or delivering a status conference binder. Because the record does not establish that these expenses were necessary to Nikki and Alexandra's defense, we affirm $60 in messenger and courier fees and vacate the remaining $139 of the $199.00 award.

Legal research fees

The receipts show that the legal research concerned the Pacific West Member Dispute and the declaration does not explain how that research related to Nikki and Alexandra's defense beyond generally asserting that all costs were reasonable and necessary. Because the record does not establish that the $8,605.41 in legal research fees was necessary to Nikki and Alexandra's defense, we reverse that award.

Secretary of State copy order fees

The costs memorandum identifies these fees as relating to business entity records for Cataract Advance, LLC; Cataract Foods, LLC; Taylex, LLC; Lextar, LLC; and Cataract Processing, LLC, but Nikki and

Alexandra did not explain how these records were relevant or necessary to their defense. We therefore reverse the $282 award.

Conference call fees

Some conference calls were facially related to Nikki and Alexandra's defense, including calls involving Nikki and Alexandra and calls concerning the depositions of Pacific West. Other calls involved experts Edwards and Duncan concerning Pacific West's affirmative claims rather than Nikki and Alexandra's defense. Because the latter expenses were not shown to be necessary to the defense, we affirm $46.76 in conference call fees and reverse the remaining $15.60 of the $62.36 award.

Parking fees

Parking fees for Nikki's depositions and the hearings on the motion for summary judgment were facially related to Nikki and Alexandra's defense. The remaining expenses concerned Pacific West's claims against CY or were not adequately supported. We therefore affirm $140 in parking fees and reverse the remaining $368.68 of the $508.68 award.

Recorder's fees

The record does not establish that the $107 in Sacramento County recorder's fees for withdrawing a notice of pendency of action was necessary to Nikki and Alexandra's defense. We therefore reverse that award of $107.

Dominic's costs (Docket No. 87930)

CY argues that the district court abused its discretion by awarding costs to Dominic that were unnecessary and unreasonable. We will address each challenged category in turn.[5]

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[5]We do not address the photocopy fees because CY expressly informed the district court that it was not challenging those fees.

The record does not establish that the costs for discovery and exhibit processing were necessary or reasonable to defend against CY's third-party claims. The declaratory statement that all costs were necessarily incurred is insufficient to establish that these particular costs were reasonable and necessary. Accordingly, we reverse the award of $1,139.10.

The record likewise does not establish that the filing, processor, and courier fees were necessary to defend against CY's third-party claims. Nothing in the cited materials explains the purpose of these expenses or connects them to Dominic's defense. Therefore, we reverse the awards of $2,427.99, $510.20, and $273.80.

In contrast, the transcription fees were for Dominic's deposition and are facially related to defending against CY's third-party claims. Accordingly, we affirm the award of $3,363.70.

The parking fee receipts identify the expenses as parking fees but do not establish whether they were incurred for proceedings related to Dominic's defense of CY's third-party claims. Accordingly, because the record does not establish that these costs were necessary, we reverse the award of $257.00.

Similarly, the PACER receipts do not identify the purpose of the downloads, and the record contains no other evidence connecting them to Dominic's defense against CY's third-party claims. Accordingly, we reverse the award of $16.50.

Post-judgment interest

CY argues that the district court erred by awarding post-judgment interest to the Magliarditis when they did not request it. We disagree.

We review whether a statute permits post-judgment interest de novo. *Pub. Employees' Ret. Sys. of Nev. v. Gitter*, 133 Nev. 126, 132, 393 P.3d

673, 680 (2017). "Interest may be awarded where allowed by statute." *Id.* NRS 17.130(2) provides for post-judgment interest on any judgment when no rate of interest is otherwise specified. *Id.* at 133, 393 P.3d at 680. In *Waddell v. L.V.R.V. Inc.*, we held that NRS 17.130(1) permits post-judgment interest on attorney fee awards, reasoning that such awards compensate the prevailing party for the loss of the use of money. 122 Nev. 15, 26, 125 P.3d 1160, 1167 (2006). That reasoning applies equally to an award of attorney fees and costs under NRS 18.010 and 18.020. *Id.* (holding the prevailing party may recover post-judgment interest on an attorney fee award).

Since the district court properly awarded the Magliarditis attorney fees and some costs as the prevailing parties, those awards were subject to post-judgment interest under NRS 17.130(2) regardless of whether they explicitly requested interest. The district court therefore did not err by awarding post-judgment interest on those fees and costs.

Order granting in part motion to amend attorney fee award

Nikki and Alexandra appeal from the district court's order granting in part the motion to amend the order awarding Nikki and Alexandra attorney fees. While we generally review a district court order granting a motion to amend a judgment for abuse of discretion, *AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 589, 245 P.3d 1190, 1197 (2010), CY challenges Nikki and Alexandra's standing to bring this appeal, arguing that they are not aggrieved by the order. Because appellate standing is a jurisdictional prerequisite, we address that issue first. *Matter of T.L.*, 133 Nev. 790, 791-92, 406 P.3d 494, 496 (2017).

"Only '[a] party who is aggrieved by an appealable judgment or order' has standing to appeal to this court." *Id.* at 792, 406 P.3d at 496 (quoting NRAP 3A(a)). A party is aggrieved only if the district court's ruling adversely

and substantially affects a party's personal or property rights. *Id.* "The grievance must be substantial in that the district court's decision imposes an injustice, or illegal obligation or burden, on the party, or denies the party an equitable or legal right." *Id.* The district court's order amending the attorney fee award did not aggrieve Nikki and Alexandra. While the amended order removed several factual findings concerning CY's third-party claims, it did not alter the attorney fee award or otherwise diminish the relief Nikki and Alexandra obtained. Nikki and Alexandra argue that the findings could assist them in a potential abuse-of-process action, but the possibility that an order may affect a party's position in future litigation does not establish a concrete grievance under NRAP 3A. *See La Tierra Homeowner Ass'n v. Bank of Am., N.A.*, 2019 WL 1422861, at *2 (Nev. Mar. 28, 2019) (Order Dismissing Appeal) (rejecting as purely speculative an appellant's argument that it had standing to appeal based on an adverse finding that could render it vulnerable to future adverse rulings); *Capanna v. Orth*, 134 Nev. 888, 897, 432 P.3d 726, 735 (2018) (explaining that a party who obtained the relief it sought was not aggrieved by a ruling that did not diminish its recovery). Because Nikki and Alexandra identify no concrete adverse effect on their personal or property rights, they are not aggrieved by the amended order and thus lack standing to appeal.

Based on the foregoing, in Docket No. 87930, we affirm the district court's summary judgment in favor of the Magliarditis and affirm in part and reverse in part the award of costs to Dominic; in Docket No. 88271, we affirm the award of attorney fees to Dominic; in Docket No. 90078, we affirm the district court's award of attorney fees to Nikki and Alexandra; in Docket No. 88927, we affirm in part, vacate in part, and reverse in part the award of costs to Nikki and Alexandra, and remand for further proceedings consistent with this order; in Docket No. 90087, we dismiss the appeal for lack of standing; and

we affirm the awards of post-judgment interest on the attorney fees and costs awarded to the Magliarditis, to the extent those awards are affirmed.

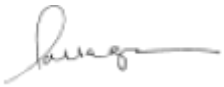
It is so ORDERED.



Herndon, C.J.



Pickering, J.



Parraguirre, J.



Bell, J.



Stiglich, J.



Cadish, J.



Lee, J.

cc: Hon. Timothy C. Williams, District Judge
Stephen E. Haberfeld, Settlement Judge
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