

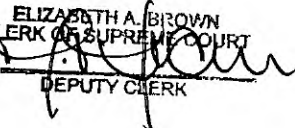
IN THE SUPREME COURT OF THE STATE OF NEVADA

JOHN "JON" ISAAC, AN INDIVIDUAL;
ISAAC CAPITAL GROUP, LLC, A
DELAWARE LIMITED LIABILITY
COMPANY; ISAAC ORGANIZATION,
LLC, A DELAWARE LIMITED
LIABILITY COMPANY; AND CHULA
VISTA SOCIAL SECURITY BUILDING,
LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY,
Appellants,
vs.
RANDA ISAAC, AN INDIVIDUAL,
Respondent.

No. 82893

FILED

OCT 26 2023

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY: 
DEPUTY CLERK

ORDER OF REVERSAL AND REMAND

This is an appeal from a district court post-judgment order denying a request for attorney fees. Eighth Judicial District Court, Clark County; Nadia Krall, Judge.¹

The district court granted appellants' motion to dismiss respondent's complaint, finding that the parties' enforceable Memorandum of Understanding (MOU) called for that dismissal.² Appellants moved for attorney fees, seeking reimbursement for the fees they incurred from the

¹The Honorable Patricia Lee, Justice, voluntarily recused herself from participation in the decision of this matter.

²Contemporaneous with this disposition, we have entered another disposition affirming the district court's judgment wherein it found the MOU was enforceable and dismissed respondent's complaint. *See Isaac v. Isaac*, No. 82820, 2023 WL _____ (Nev. October 26, 2023) (Order of Affirmance).

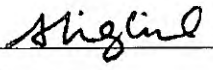
date the parties executed the MOU to the date the district court granted their motion to dismiss. As the basis for their request, appellants relied on NRS 18.010(2)(b), contending that respondent unnecessarily prolonged the litigation by contesting the MOU's validity. The district court denied appellants' request, evidently relying on paragraph 21 of the MOU.

We agree with appellants that the district court's basis for denying appellants' fee request was erroneous. *See Thomas v. City of N. Las Vegas*, 122 Nev. 82, 90, 127 P.3d 1057, 1063 (2006) ("Generally, we review decisions awarding or denying attorney fees for a manifest abuse of discretion. But when the attorney fees matter implicates questions of law, the proper review is de novo." (footnote omitted) (internal quotation marks omitted)); *see also In re Amerco Derivative Litig.*, 127 Nev. 196, 211, 252 P.3d 681, 693 (2011) ("We apply de novo review to contract interpretation issues."). Although paragraph 21 waived the parties' claims for attorney fees, the MOU contemplates the parties *abiding by* the MOU. It cannot be reasonably construed as waiving the right to attorney fees that appellants incurred trying to enforce the MOU once respondent *repudiated* it. *See Clark v. Columbia/HCA Info. Servs., Inc.*, 117 Nev. 468, 480, 25 P.3d 215, 223-24 (2001) ("Contractual release terms are only enforceable against claims contemplated at the time of the signing of the release and do not apply to future causes of action unless expressly contracted for by the parties.").

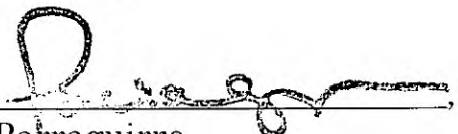
To the extent that respondent proffers a different construction of the MOU, we are not persuaded. Accordingly, the district court's basis for declining to award fees was erroneous. We therefore reverse the challenged order and direct the district court on remand to evaluate

whether appellants are entitled to the requested fees under NRS 18.010(2)(b).

It is so ORDERED.


_____, C.J.
Stiglich


_____, J.
Herndon


_____, J.
Parraguirre

cc: Hon. Nadia Krall, District Judge
Paul M. Haire, Settlement Judge
Greenberg Traurig, LLP/Las Vegas
Law Office of Daniel Marks
Eighth District Court Clerk