


IN THE SUPREME COURT OF THE STATE OF NEVADA

ZION WOOD OBI WAN TRUST; AND
SHAWN WRIGHT, AS TRUSTEE OF
ZION WOOD OBI WAN TRUST,
Appellants,
vs.
MMAWC, LLC, D/B/A WORLD SERIES
OF FIGHTING, A NEVADA LIMITED
LIABILITY COMPANY; MMAX
INVESTMENT PARTNERS, INC., D/B/A
PROFESSIONAL FIGHTERS LEAGUE,
A DELAWARE CORPORATION; AND
NANCY AND BRUCE DEIFIK FAMILY
PARTNERSHIP, LLLP; A COLORADO
LIMITED LIABILITY PARTNERSHIP,
Respondents.

No. 85051

FILED

NOV 17 2023

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

ORDER OF AFFIRMANCE

This is an appeal from a district court order granting a motion to confirm arbitration awards. Eighth Judicial District Court, Clark County; Nancy L. Allf, Judge.¹

Appellants Zion Wood Obi Wan Trust and Shawn Wright, as trustee (collectively, Zion) and respondents MMAWC, LLC, MMAX Investment Partners, LLC, and the Nancy and Bruce Deifik Family Partnership, LLLP (collectively, MMAWC) have a business relationship by way of a licensing agreement. A dispute arose and they entered into a comprehensive settlement agreement that also resulted in an amendment to the licensing agreement and MMAWC's operating agreement. Zion later sued MMAWC, and MMAWC sought to compel arbitration under the

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted.

arbitration provision in the licensing agreement, which it argued had been incorporated into the settlement agreement. The district court initially found the arbitration provision was void pursuant to NRS 597.995 and denied MMAWC's motion to compel arbitration. We reversed on appeal, holding that the Federal Arbitration Act preempts NRS 597.995. *MMAWC, LLC v. Zion Wood Obi Wan Tr.*, 135 Nev. 275, 448 P.3d 568 (2019).

On remand, the district court dismissed the complaint, enforcing the arbitration clause. Zion's claims for breach of contract and breach of the implied duty of good faith and fair dealing then proceeded to arbitration. The arbitrator ruled against Zion, granting summary judgment in favor of MMAWC and awarding it fees and costs. Zion appeals from the district court's order confirming the arbitration award and awarding attorney fees.

Zion challenges the district court's order confirming the arbitrator's decision to award attorney fees on common law grounds that the award was arbitrary and capricious and a manifest disregard for the law. Specifically, Zion argues that the arbitrator improperly allowed MMAWC to seek attorney fees beyond the deadline in NRCP 54(d) and that the arbitrator ignored well established Nevada law that a party to a contract can breach the duty of good faith and fair dealing even if it technically complies with the contract's terms. Conversely, MMAWC argues that Zion's challenge to the arbitrator's award was untimely. Our review is de novo. *Sylver v. Regents Bank, N.A.*, 129 Nev. 282, 286, 300 P.3d 718, 721 (2013).

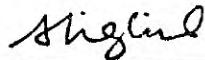
"Nevada recognizes both common-law grounds and statutory grounds for examining an arbitration award." *Health Plan of Nev., Inc. v. Rainbow Med., LLC*, 120 Nev. 689, 695, 100 P.3d 172, 176 (2004); see *Sylver*,

129 Nev. at 286, 300 P.3d at 721. However, “if a party fails to make a timely motion to vacate an award, the right to oppose confirmation on a statutory basis . . . is waived.” *Casey v. Wells Fargo Bank, N.A.*, 128 Nev. 713, 717-18, 290 P.3d 265, 268 (2012) (quoting 4 Thomas H. Oehmke, *Commercial Arbitration* §§ 133:5-6 (3d ed. & Supp.2012)). By statute, a party seeking to vacate an arbitration award has 90 days after receiving notice of the award to file a motion. NRS 38.241(2). Consistent with public policy favoring arbitration, this time limit also applies to common law challenges to arbitration awards. *See, e.g., Eurocapital Group. Ltd. v. Goldman Sachs & Co.*, 17 S.W.3d 426, 431-32 (Tex. Ct. App. 2000) (rejecting as untimely a petition to vacate an arbitration award based on statutory and common law grounds that was filed seven months after the statutory deadline expired, and reasoning that the statutory limitations period was substantive and that the longer residual four-year limitations period urged by appellants was “not consistent with even the common-law rule that favors arbitration and indulges every reasonable presumption in favor of upholding an award”); *Florasynt, Inc. v. Pickholz*, 750 F.2d 171, 175 (2d Cir. 1984) (holding that, under the Federal Arbitration Act, a party may not move to vacate an arbitration award after the three-month deadline, and explaining that “there is no common law exception to” that deadline).

The record shows that Zion did not file any motion to vacate, modify, or correct the arbitration award within 90 days. Thus, the district court was required to confirm the award as a matter of law. *See* NRS 38.239 (providing that if the award is not modified or corrected, the “court shall issue a confirming order”); *Casey*, 128 Nev. at 716-18, 290 P.3d at 267-68 (holding that if a party does not timely file motions to vacate or modify an arbitration award, the confirmation of such award is mandatory). We thus

affirm the district court's order even though the district court granted the motion to confirm on alternate grounds. See *Rosenstein v. Steele*, 103 Nev. 571, 575, 747 P.2d 230, 233 (1987) (“[T]his court will affirm the order of the district court if it reached the correct result, albeit for different reasons.”).

It is so ORDERED.


_____, C.J.
Stiglich


_____, J.
Lee


_____, J.
Parraguirre

cc: Hon. Nancy L. Allf, District Judge
James A. Kohl, Settlement Judge
Law Offices of Byron Thomas
Dickinson Wright PLLC
Kennedy & Couvillier, PLLC
Eighth District Court Clerk