

NEV. CONTRACTORS INS. CO., INC. VS. RISK-SERV'S.-NEV., INC., No. 61279 / 62049 / 62340 / 64532, Order of Affirmance (Unpublished Disposition, June 10, 2016)
SC Unpub

The district court noted the circumstances and unusual evidentiary hearing, and awarded attorney fees and costs based on the settlement agreement's provision entitling a party to receive reasonable fees and costs for successfully enforcing any term of the agreement.

Here, NCI has failed to show that the district court relied on a clearly erroneous factual determination or disregarded controlling law. Thus, the district court did not abuse its discretion in awarding attorney fees and costs.

Additionally, the Court declined to rule on RSN's request for appellate attorney fees and costs, which presents a matter of fact that should be presented to and ruled upon by the district court in the first instance. See *Musso v. Binick*, 104 Nev. 613, 615, 764 P.2d 477, 478 (1988).