

## **COURT DID NOT ABUSE ITS DISCRETION IN DENYING A MOTION TO CONFIRM ARBITRATION AWARD THAT ASKED FOR MORE THAN WAS AWARDED.**

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*Klesla et al. v. Wittenberg*

Arizona Court of Appeals, August 18, 2016

Kleslas sued for (1) the return of their residential lease security deposit, (2) statutory treble damages, (3) punitive damages for alleged fraud committed by the landlord, Wittenberg, and (4) statutory and contract-based attorney fees. Wittenberg counter-sued for unpaid rent and alleged damage to the property. The arbitrator signed and filed an arbitration award in early December 2013 awarding the Kleslas \$10,000 on their complaint and Wittenberg \$904 on his counterclaim. The arbitrator did not award attorney fees or costs to either party. Neither party timely appealed from the arbitration award; the deadline to do so passed in late December 2013.

Kleslas moved to amend the arbitration award, which the arbitrator granted in relevant part by awarding the Kleslas \$8820 in attorney fees. The Kleslas then filed a motion for judgment on amended award of arbitrator, noting the April 11 Amended Arbitration Award. The court denied the motion, finding that (1) the December 2013 arbitration award was never appealed, and (2) the filing of the December 2013 arbitration award divested the arbitrator of jurisdiction and therefore the April 11 amended arbitration award was a nullity.

The court extended the Kleslas' time to submit a request for entry of judgment on the original December 2013 arbitration award. The Kleslas moved for entry of judgment on the December 2013 arbitration award but requested attorney fees. The court denied the motion, and the court of appeals affirmed, because the Kleslas sought a judgment encompassing more than what they were awarded in the original December 2013 award.

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