

IN THE SUPREME COURT OF THE STATE OF NEVADA

MAM PRINTING, LLC,  
Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA,  
IN AND FOR THE COUNTY OF CLARK;  
AND THE HONORABLE RONALD J.  
ISRAEL, DISTRICT JUDGE,

Respondents,

and

IDEAL ELECTRICAL CONTRACTING,  
INC.,

Real Party in Interest.

No. 84901

FILED

MAY 11 2023

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER GRANTING PETITION*

This is an original petition for a writ of mandamus challenging a district court order denying a motion to strike a request for a trial de novo.<sup>1</sup> Petitioner MAM Printing, LLC, argues that real party in interest Ideal Electrical Contracting, Inc., failed to participate in the mandatory court-annexed arbitration program in good faith and thus waived its right to a trial de novo pursuant to Nevada Arbitration Rule (NAR) 22(A). MAM contends that the district court manifestly abused its discretion by disregarding the “good faith” requirement in NAR 22(A) when it denied the motion to strike and granted Ideal’s request for a trial de novo.

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<sup>1</sup>Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this matter.

A writ of mandamus is available to compel the performance of an act that the law requires as a duty resulting from an office, trust, or station or to control a manifest abuse of discretion or arbitrary or capricious exercise of discretion. See NRS 34.160; *State v. Eighth Judicial Dist. Court (Armstrong)*, 127 Nev. 927, 931, 267 P.3d 777, 779 (2011); *Int'l Game Tech., Inc. v. Second Judicial Dist. Court*, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008). A district court manifestly abuses its discretion where it disregards or misapplies controlling law. *Walker v. Second Judicial Dist. Court*, 136 Nev. 678, 680-81, 476 P.3d 1194, 1197 (2020). Mandamus is an extraordinary remedy, and it is within the discretion of this court to determine if a petition will be considered. See *Smith v. Eighth Judicial Dist. Court*, 107 Nev. 674, 677, 679, 818 P.2d 849, 851, 853 (1991).

During arbitration, Ideal—the plaintiff—did not serve MAM with its arbitration brief or disclose documents and witnesses until the eve of the arbitration hearing, causing the hearing to be continued to allow MAM to review the documents. The day before the rescheduled hearing, Ideal's counsel emailed the parties that Ideal had retained a new attorney. Neither Ideal nor any counsel attended the hearing the next day. The arbitrator decided in favor of MAM, and Ideal subsequently requested a trial de novo in district court. MAM moved to strike the request, arguing that Ideal had waived its right to a trial de novo by failing to meaningfully participate in the arbitration proceedings. Specifically, MAM pointed to Ideal's untimely filing of its arbitration brief and untimely disclosures, Ideal's failure to provide documentation specifically requested by MAM and promised by Ideal's counsel, and the lack of appearance by either Ideal or its counsel at the arbitration hearing. Ideal asserted in opposition it acted


in good faith because its president sat for a deposition and provided documents to prior counsel, that prior counsel did not act in Ideal's best interest and was unavailable, and that Ideal did not have notice of the arbitration hearing. In denying MAM's motion to strike Ideal's request for a trial de novo, the district court found that Ideal's former counsel did not act in Ideal's best interest during arbitration and that the matter should be heard on the merits now that Ideal had retained new counsel.

Based on the record before us, we conclude that mandamus relief is warranted because the district court failed to apply the correct standard in determining that Ideal did not waive its right to a trial de novo. NAR 22(A) states that "[t]he failure of a party or an attorney to either prosecute or defend a case in good faith during the arbitration proceedings shall constitute a waiver of the right to a trial de novo." For purposes of a trial de novo request, the term "good faith" is equated with "meaningful participation" in the arbitration process. *Casino Properties, Inc. v. Andrews*, 112 Nev. 132, 135, 911 P.2d 1181, 1182-83 (1996). The district court's finding that Ideal's counsel failed to act in Ideal's best interest is not a determination that Ideal and its counsel prosecuted the case in good faith, as required by NAR 22(A) for a trial de novo to proceed. *See* NAR 22(A); *see also Huckabay Props., Inc. v. NC Auto Parts, LLC*, 130 Nev. 196, 204, 322 P.3d 429, 434 (2014) (recognizing that, under "general agency principles," an attorney's act or omission is generally imputed to the client). Furthermore, no evidentiary hearing was held, and we are unable to ascertain good faith participation from the record. We therefore grant MAM's petition so that further proceedings may be held on this matter but


deny the petition to the extent MAM seeks a writ directing the district court to strike the request for a trial de novo.

Accordingly, we

ORDER the petition GRANTED in part AND DIRECT THE CLERK OF THIS COURT TO ISSUE A WRIT OF MANDAMUS instructing the district court to vacate its order denying the motion to strike the trial de novo request and to conduct further proceedings in accordance with this order.

  
\_\_\_\_\_, C.J.  
Stiglich

  
\_\_\_\_\_, J.  
Lee

  
\_\_\_\_\_, J.  
Bell

cc: Hon. Ronald J. Israel, District Judge  
Spreng Law  
Mullins & Trenchak, Attorneys at Law  
Eighth District Court Clerk