

IN THE SUPREME COURT OF THE STATE OF NEVADA

NANCY MONTES CASTANEDA,
Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; AND THE HONORABLE
MARK R. DENTON, DISTRICT JUDGE,
Respondents,

and

KEY INSURANCE COMPANY, A
FOREIGN CORPORATION; U-HAUL
CO. OF NEVADA, INC., A DOMESTIC
CORPORATION; REPWEST
INSURANCE COMPANY, A FOREIGN
CORPORATION; ASHLEY MORGAN,
AN INDIVIDUAL; TERRI
NISHIGUCHI, AN INDIVIDUAL;
CAROLYN BOWERS, AN INDIVIDUAL;
ROBERT HARRIS, AN INDIVIDUAL;
AND JULIO NODARSE, AN
INDIVIDUAL,

Real Parties in Interest.

JULIO NODARSE,
Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; AND THE HONORABLE
MARK R. DENTON, DISTRICT JUDGE,
Respondents,

and

KEY INSURANCE COMPANY, A
FOREIGN CORPORATION; U-HAUL

No. 88226

FILED

MAY 22 2025

ELIZABETH A. BRO.
CLERK OF SUPREME
BY: *[Signature]*
DEPUTY CLERK

No. 88404 ✓

25-22797

CO. OF NEVADA, INC., A DOMESTIC
CORPORATION; REPWEST
INSURANCE COMPANY, A FOREIGN
CORPORATION; ASHLEY MORGAN,
AN INDIVIDUAL; AND NANCY
MONTES CASTANEDA; AN
INDIVIDUAL,
Real Parties in Interest.

*ORDER DENYING PETITION (DOCKET NO. 88226)
AND GRANTING PETITION (DOCKET NO. 88404)*

These are consolidated original petitions for writs of mandamus and/or prohibition challenging a district court order granting a motion to compel arbitration.

Having reviewed the petitions and supporting documentation, we elect to entertain petitioner Julio Nodarse's petition (Docket No. 88404), but we are not convinced that our extraordinary and discretionary intervention is warranted with respect to petitioner Nancy Castaneda's petition (Docket No. 88226). *Pan v. Eighth Jud. Dist. Ct.*, 120 Nev. 222, 228, 88 P.3d 840, 844 (2004) (observing that petitioner bears the burden to demonstrate that extraordinary relief is warranted); *Smith v. Eighth Jud. Dist. Ct.*, 107 Nev. 674, 677, 818 P.2d 849, 851 (1991) (recognizing that writ relief is an extraordinary remedy and that this court has sole discretion in determining whether to entertain a writ petition).

Nancy Castaneda's petition, Docket No. 88226

Castaneda contends that writ review is appropriate because the district court erroneously interpreted the law in granting the motion to compel arbitration and she lacks interlocutory appeal rights. While writ relief may be appropriate when a district court compels arbitration, we have held that

the party seeking extraordinary writ relief from an order compelling arbitration still should show why an eventual appeal does not afford “a plain, speedy and adequate remedy in the ordinary course of law,” NRS 34.170, and that the matter meets the other criteria for extraordinary writ relief, i.e., that mandamus is needed “to compel the performance of an act that the law requires or to control a manifest abuse of discretion” by the district court.

Tallman v. Eighth Jud. Dist. Ct., 131 Nev. 713, 719, 359 P.3d 113, 117-18 (2015). We further noted that “error in ordering arbitration may be reviewed on appeal from the final judgment or order confirming or vacating the award.” *Id.* at 718, 359 P.3d at 117. Castaneda fails to meaningfully address the requirements for writ relief beyond her assertion that compelling arbitration here was legal error. *Walker v. Second Jud. Dist. Ct.*, 136 Nev. 678, 680, 476 P.3d 1194, 1196 (2020) (observing that a writ of mandamus may be issued “where the lower court has *manifestly* abused [its] discretion or acted arbitrarily or capriciously.” (emphasis in original)). Further, because Castaneda’s arguments may be reviewed on appeal and she has not otherwise demonstrated our extraordinary intervention is warranted, we decline to entertain her petition. *D.R. Horton, Inc. v. Eighth Jud. Dist. Ct.*, 123 Nev. 468, 474, 168 P.3d 731, 736 (2007) (observing that “[t]he right . . . to appeal in the future, after a final judgment is ultimately entered, will generally constitute an adequate and speedy legal remedy precluding writ relief.”); *Pan*, 120 Nev. at 225, 88 P.3d at 841.

Julio Nodarse’s petition, Docket No. 88404

Nodarse also challenges the order compelling him to arbitrate but, unlike Castaneda, Nodarse was not a party to the agreement containing the arbitration clause that underlies the district court’s decision. Given his status as a nonparty to the agreement, we conclude that writ


review is appropriate. *See Walker*, 136 Nev. at 680, 476 P.3d at 1196 (holding that mandamus relief may only follow a district court's manifest abuse of discretion or arbitrary or capricious act).


Turning to the substance of Nodarse's petition, we agree that the district court clearly erred in applying the law. *State v. Eighth Jud. Dist. Ct. (Armstrong)*, 127 Nev. 927, 932, 267 P.3d 777, 780 (2011) (equating a "manifest abuse of discretion" with "[a] clearly erroneous interpretation of the law or a clearly erroneous application of a law or rule.") (quoting *Steward v. McDonald*, 958 S.W.2d 297, 300 (1997) (alteration in original)). The district court found Nodarse was subject to the arbitration agreement based on the doctrine of estoppel because he owned the underlying judgment against Castaneda and his *potential* claims that were subject to U-Haul's requests for declaratory relief would be based on Castaneda's rental contract. However, in its motion practice in the district court, U-Haul conceded that it was not seeking to compel arbitration against Nodarse because he was not a party to the rental agreement and, as such, arbitration could not be compelled against him. *Clark Cnty. v. Bonanza No. 1*, 96 Nev. 643, 648-49, 615 P.2d 939, 943 (1980) (observing the general rule that "none is liable upon a contract except those who are parties to it"). Despite U-Haul not advancing an argument to compel Nodarse into arbitration, the district court compelled Nodarse into arbitration sua sponte based on the doctrine of estoppel and manifestly abused its discretion in doing so. *Mirage Casino-Hotel v. Beale St. Blues Co. Las Vegas, LLC*, No. 64535, 2016 WL 1335462 at *2 (Nev. Apr. 1, 2016) (Order of Affirmance and Remand) (recognizing that a contractual right to arbitrate may be waived by actions inconsistent with an intention to arbitrate the dispute) (citing *United States v. Park Place Assocs., Ltd.*, 563 F.3d 907, 921 (9th Cir.2009)

and *Nevada Gold & Casinos, Inc. v. American Heritage, Inc.*, 121 Nev. 84, 90, 110 P.3d 481, 485 (2005)). Indeed, U-Haul merely sought to stay proceedings against Nodarse pending the resolution of the arbitration between U-Haul and Castaneda. Thus, there was no legal basis on which to compel Nodarse to arbitration. Therefore, we grant Nodarse's petition in Docket No. 88404 and direct the clerk of this court to issue a writ of mandamus instructing the district court to vacate its order compelling arbitration with respect to Nodarse. As indicated above, we deny Castaneda's petition in Docket No. 88226.

It is so ORDERED.

 J.
Pickering

 J.
Cadish

 J.
Lee

cc: Hon. Mark R. Denton, District Judge
Price Beckstrom, PLLC
Bighorn Law/Las Vegas
Holland & Hart LLP/Las Vegas
Burger, Meyer & D'Angelo, LLP / Las Vegas
Womble Bond Dickinson (US) LLP/Las Vegas
Husch Blackwell
Thorndal Armstrong /Las Vegas
Lemons, Grundy & Eisenberg
Eighth District Court Clerk