

IN THE SUPREME COURT OF THE STATE OF NEVADA

RACYNE NICHOLE SIMPSON,
Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK, AND THE HONORABLE
ELISSA F. CADISH, DISTRICT JUDGE,
Respondents,

and

JRJ INVESTMENTS, INC D/B/A
DESERT VOLKSWAGEN,
Real Party in Interest.

No. 52996

FILED

JUL 07 2009

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DENYING PETITION FOR WRIT OF MANDAMUS, OR
ALTERNATIVELY, WRIT OF PROHIBITION

This original petition for a writ of mandamus, or alternatively, a writ of prohibition seeks to vacate a district court order compelling arbitration in a contracts matter.

The issuance of a writ of mandamus or prohibition is purely within this court's discretion. Smith v. District Court, 107 Nev. 674, 677, 818 P.2d 849, 851-52 (1991). Under NRAP 21(a)(4), a petition for extraordinary relief must contain, among other things, copies of any necessary parts of the record. See Pan v. Dist. Ct., 120 Nev. 222, 228, 88 P.3d 840, 844 (2004).¹ Thus, because a petitioner bears the burden of

¹NRAP 21(a) was amended effective July 1, 2009. However, the relevant substantive portions of this rule remain the same and, as a result, our decision in Pan continues to govern the requirements for petitions for extraordinary relief filed in this court.


demonstrating that extraordinary relief is warranted, id., she must provide this court with any and all materials that are “essential to understand the matters set forth in the petition.” NRAP 21(a)(4). Since this court is unable to properly evaluate petitions that fail to comply with NRAP 21(a)(4), such petitions are routinely denied. Pan, 120 Nev. at 229, 88 P.3d at 844.


Here, petitioner primarily contends that (1) the arbitration agreement is void because it was not included as part of a single retail installment sales contract in violation of NRS 97.165(1); (2) the arbitration agreement was rescinded along with the first set of sales documents when the parties executed a second set of sales documents; and (3) the arbitration agreement is unenforceable because it is unconscionable. While petitioner has included with her petition a copy of the second set of sales documents, she has not included a copy of the first set of sales documents. This omission prevents a satisfactory review of issues central to this petition. For instance, we are unable to properly evaluate petitioner’s argument that the second set of sales documents superseded the first set of sales documents or petitioner’s contention that the accompanying arbitration agreement is unconscionable because it conflicted with terms set forth in the sales documents. While our resolution of the remaining issues raised by petitioner, such as the NRS 97.165(1) arguments, may not require a review of the first set of sales documents, we decline to address this petition in piecemeal fashion.

Accordingly, based on petitioner’s failure to provide all documents “that may be essential to understand the matters set forth in the petition”—specifically a copy of the first set of sale documents—we conclude that petitioner has not met her burden of demonstrating that

extraordinary relief is warranted. NRAP 21(a)(4); Pan, 120 Nev. at 228, 88 P.3d at 844. We therefore deny the petition. Pan, 120 Nev. at 229, 88 P.3d at 844.

It is so ORDERED.²


Cherry, J.


Saitta, J.


Gibbons, J.

cc: Hon. Elissa F. Cadish, District Judge
Legal Aid Center of Southern Nevada
Lewis & Roca, LLP/Las Vegas
Jolley Urga Wirth Woodbury & Standish
Eighth District Court Clerk

²Our denial of the petition is without prejudice to petitioner's right to file a new petition in this court with all necessary documents.