

IN THE SUPREME COURT OF THE STATE OF NEVADA

TIM MADSEN,
Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF CLARK
AND THE HONORABLE SUSAN
JOHNSON, DISTRICT JUDGE,
Respondents,

and

JAMAL CLIFFORD HYDE A/K/A JAY
HYDE, AN INDIVIDUAL; AND
LAWRENCE BROCKMAN, AN
INDIVIDUAL,
Real Parties in Interest.

No. 90933

FILED

APR 15 2026

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER DENYING PETITION

This is an original petition for a writ of mandamus challenging a district court order denying a motion to disqualify counsel.

Petitioner Tim Madsen and real party in interest Lawrence Brockman were owners of Laundromat of Nevada, LLC¹ (LON); Madsen was its manager. Real party in interest Jamal Hyde had been given Brockman's power of attorney. Madsen sued Brockman and Hyde for intentional interference with contracts, unjust enrichment, breach of fiduciary duty of loyalty, aiding and abetting breach of fiduciary duty of

¹LON was named a nominal defendant in district court and as a real party in interest in this case but has since filed for bankruptcy in December 2025 and was dismissed as a party here.

loyalty, and civil conspiracy. Madsen sought declaratory relief, a temporary restraining order (TRO), preliminary injunction, and a permanent injunction. Brockman and Hyde brought counterclaims against Madsen for his alleged mismanagement of LON.

Madsen sought to disqualify Brockman and Hyde's attorney, Brent Resh, under NRPC 1.9, alleging a conflict of interest based on Resh's 2021 representation of LON in a landlord-tenant matter. Neither Resh nor Madsen could recall the specifics of Resh's work or any communications that they had related to the landlord-tenant matter. The district court denied the motion to disqualify, finding that the prior matter was not substantially related to the underlying case to warrant Resh's disqualification. In that regard, the district court found that the prior representation "just deal[t] with a lease," and was "basically a matter by matter" engagement contract with no mention of operating agreements. It further found that "Resh only performed a very limited . . . service." Madsen challenges that decision in this writ petition.

Writ relief is an extraordinary remedy, and it is within our sole discretion to entertain a writ petition on its merits. *Hawkins v. Eighth Jud. Dist. Ct.*, 133 Nev. 900, 902, 407 P.3d 766, 769 (2017). A petition for a writ of mandamus is the appropriate means to challenge an order resolving a motion for attorney disqualification. *Nev. Yellow Cab Corp. v. Eighth Jud. Dist. Ct.*, 123 Nev. 44, 49, 152 P.3d 737, 740 (2007).² Mandamus is available to control a manifest abuse of discretion or an arbitrary or capricious

²Although Brockman and Hyde urge us to decline review on laches grounds, the laches doctrine does not apply here as there was no inexcusable delay by Madsen in seeking writ relief. *Bldg. & Const. Trades Council of N. Nev. v. State ex rel. Pub. Works Bd.*, 108 Nev. 605, 611, 836 P.2d 633, 637 (1992).

exercise of discretion. *D.R. Horton, Inc. v. Eighth Jud. Dist. Ct.*, 123 Nev. 468, 475, 168 P.3d 731, 737 (2007).

The district court has broad discretion in resolving attorney disqualification matters and we will not overturn its decision absent an abuse of that discretion. *Waid v. Eighth Jud. Dist. Ct.*, 121 Nev. 605, 609, 119 P.3d 1219, 1222 (2005). We defer to the “district court’s familiarity with the facts of the case at issue to determine if disqualification is warranted.” *New Horizon Kids Quest III, Inc. v. Eighth Jud. Dist. Ct.*, 133 Nev. 86, 88, 392 P.3d 166, 168 (2017). Additionally, we review a district court’s interpretation of the Nevada Rules of Professional Conduct (NRPC) de novo. *Id.* at 89, 392 P.3d at 168.

Madsen argues that the district court abused its discretion in not disqualifying Resh under NRPC 1.9. He points to an engagement letter between LON and Resh’s employer at the time, Sklar Williams PLLC, concerning a landlord-tenant dispute along with what he characterizes as open-ended representation. Madsen claims that as a LON principal, he shared confidential information and discussed Sklar Williams preparing an operating agreement for LON with Resh’s supervising attorney, who in turn would have shared such confidences with Resh, as Resh undisputedly billed for work on the case. Madsen further claims that Resh’s prior representation was substantially related to this matter as they both concern Madsen’s performance as a manager, landlord-tenant relations, and LON’s “[c]ontracts, emails, and operating agreement.” Regarding the operating agreement, Madsen testified to discussing ownership interests and vendor relations with attorneys at Sklar Williams.

NRPC 1.9(a) prohibits “[a] lawyer who has formerly represented a client in a matter” from “represent[ing] another person in the

same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing." A party seeking disqualification under NRPC 1.9(a) bears the burden of establishing that (1) they "had an attorney-client relationship with the lawyer, (2) that the former matter and the current matter are substantially related, and (3) that the current representation is adverse to the party seeking disqualification." *Nevada Yellow Cab Corp.*, 123 Nev. at 50, 152 P.3d at 741. In determining whether matters are substantially related, courts consider whether it is reasonable to infer that confidential information would have been disclosed to counsel in the prior representation, and whether that information is relevant to the issues presented in the current litigation. *Waid*, 121 Nev. at 610, 119 P.3d at 1222-23 (recognizing that a moving party does not have to divulge confidences when seeking disqualification, and the court "should instead undertake a realistic appraisal of whether confidences might have been disclosed in the prior matter").

Applying these principles, we first address whether Resh represented Madsen individually. Resh testified that he never represented Madsen, and that his representation of LON took place over three and a half years ago and was limited to 2.5 hours for drafting a complaint. The complaint in that prior representation regarded a lease dispute involving a lock-out from the premises by a purchased entity's landlord with the aim of establishing a holdover lease and ultimately getting a full lease in place for LON. The engagement letter confirms that Madsen asked Sklar Williams "to represent Laundromat of Nevada LLC, with respect to: (i) dispute with landlord, Las Vegas Stor-It LTD; and such other matters as you may request and we agree to (the "*Representation*")."

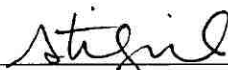
Madsen claims that the representation also pertained to LON's need for an operating agreement, LON's business, and Madsen's management of LON. However, Madsen could not recall significant details of the engagement, including whether he and Resh ever had any contact. Moreover, the billing records do not reflect that the work on this matter went beyond the landlord-tenant dispute or included any direct contact between Madsen and Resh. Under NRPC 1.13(a), "a lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents," making it clear that an engagement agreement between an LLC and an attorney does not mean that the attorney personally represents the constituent who signed the agreement or communicates with the attorney. The district court therefore did not manifestly abuse its discretion in finding that Madsen was not Sklar Williams's client, as required by the first prong of the *Nevada Yellow Cab* test for a violation of NRCP 1.9(a), as only LON was represented by the law firm.


We also conclude that the district court did not manifestly abuse its discretion in finding that the matters were not substantially related, as required by the second prong of the *Nevada Yellow Cab* test. The present litigation centers on alleged mismanagement of LON, control over bank accounts, and a request for a receivership, along with injunctive relief and a TRO. Madsen claims the prior representation went beyond the landlord-tenant dispute to other business matters. However, Madsen failed to show that confidential information shared in the prior litigation concerned preparation of LON's operating agreement or was otherwise relevant to the present litigation. Further, the work was completed within several months and the agreement was a matter-by-matter engagement

contract with no mention of an operating agreement. And the submitted billing records do not show any consultation regarding more general business matters with the firm. A “superficial similarity between the two matters is not sufficient to warrant disqualification; rather, the focus is properly on the precise relationship between the present and former representation.” *Waid*, 121 Nev. at 610, 119 P.3d at 1223.

Therefore, Madsen fails to show manifest abuse of discretion by the district court under the first two prongs of *Nevada Yellow Cab Corp.* because he did not show that he had an attorney-client relationship with Resh or that the former matter and the current matter are substantially related. 123 Nev. at 50, 152 P.3d at 741.

Based on the foregoing, we
ORDER the petition DENIED.³


_____, J.
Stiglich


_____, J.
Cadish


_____, J.
Lee

cc: Hon. Susan Johnson, District Judge
Marquis Aurbach Chtd.
Brent Resh Law, PLLC
Eighth District Court Clerk

³We deny Brockman and Hyde’s request for sanctions under NRAP 38.