



IN THE SUPREME COURT OF THE STATE OF NEVADA

SHANE HAVENS, AN INDIVIDUAL;
AND ELITE MACHINING SERVICES
LLP, A NEVADA CORPORATION,
Petitioners,
vs.
THE SIXTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
HUMBOLDT; AND THE HONORABLE
MICHAEL R. MONTERO, DISTRICT
JUDGE,
Respondents,
and
CARWIL, LLC, A NEVADA
CORPORATION,
Real Party in Interest.

No. 90987

Original petition for a writ of mandamus or prohibition
challenging a temporary restraining order enforcing a noncompete
agreement.

Petition granted.

Miller Law, Inc., and Rendal B. Miller and Melissa L. Munro, Winnemucca,
for Petitioners.

Littler Mendelson, P.C., and S. Jordan Walsh and McCade Wing, Las Vegas,
for Real Party in Interest.

BEFORE THE SUPREME COURT, PICKERING, PARRAGUIRRE, and BELL, JJ.

OPINION

By the Court, PARRAGUIRRE, J.:

NRCP 65(b)(2) provides that temporary restraining orders (TROs) issued without notice expire after 14 days unless extended by the court for an additional 14 days for good cause or by consent. But the rule is unclear as to its application to TROs issued *with* notice. In the underlying case, the district court issued a TRO, upon notice, for an indefinite period. Only months later did the district court hold a hearing on and grant a motion for a preliminary injunction. We conclude that the district court erroneously maintained the TRO beyond 14 days without a proper extension. As its name suggests, a TRO should provide temporary relief by preserving the status quo only until the merits of a motion for a preliminary injunction can be heard and decided. We take this opportunity to clarify the 14-day deadline applies equally to TROs issued with notice.

FACTS AND PROCEDURAL HISTORY

Petitioner Shane Havens was employed by real party in interest, CarWil, LLC. In exchange for continued employment, Havens agreed to a noncompete agreement. In relevant part, the noncompete agreement limits any related business-like activity for 12 months after employment ends, within “the geographic area encompassing the Company’s client base and any other area that the Company is actively pursuing at the time when Employee’s employment ends.” Havens’ employment ended in April 2024.

CarWil initiated a lawsuit a few months later, in November 2024, after Havens and petitioner Elite Machining Services LLP purportedly violated the noncompete agreement. CarWil moved for a TRO and a preliminary injunction to enforce the noncompete agreement. On June 9, 2025, after petitioners filed their opposition to the requested TRO and preliminary injunction, the district court issued a TRO that would “remain in full force and effect until otherwise Ordered by the Court” and directed the parties to schedule an evidentiary hearing on the request for a preliminary injunction. The district court later issued an order clarifying the parameters of the TRO in response to petitioners’ motion for clarification. The district court eventually scheduled a hearing for October 2025 to address the merits of the preliminary injunction motion, but that hearing was continued after CarWil disclosed a previously unproduced noncompete agreement that superseded the original noncompete agreement on which the TRO was based. Meanwhile, in August 2025, petitioners purportedly engaged in activity that violated the TRO. CarWil moved to enforce the TRO, and the district court issued an order finding petitioners in contempt.

Following the district court’s decision to continue the preliminary injunction hearing, petitioners moved to dissolve the TRO. The district court denied petitioners’ motion.¹ That same day, the district court granted CarWil leave to amend its complaint to update its pleadings

¹Petitioners separately appealed the order denying the motion to dissolve the TRO. We dismissed that appeal for lack of jurisdiction because the order is not appealable. *See Havens v. CarWil, LLC*, No. 91938, 2026 WL 807047 (Nev. Mar. 23, 2026) (Order Dismissing Appeal).

consistent with the newly discovered, superseding noncompete agreement. CarWil filed its first amended complaint a few weeks later. On February 19, 2026, the district court issued an amended TRO reflecting its analysis of the superseding noncompete agreement. The district court subsequently held a hearing on and issued a preliminary injunction in April 2026.

Shortly after the original TRO was entered and before the amended TRO and preliminary injunction issued, petitioners filed this writ petition challenging the original TRO, arguing both that the TRO exceeded its possible duration under NRCP 65(b) and that it was overbroad in scope. CarWil filed an answer, as directed, and petitioners filed a reply.² In early February, we stayed the TRO, later clarifying that the stay applied to the amended TRO as well.

DISCUSSION

Whether the petition should be entertained

“A writ of mandamus is available to compel the performance of an act that the law requires . . . or to control an arbitrary or capricious exercise of discretion.” *Int’l Game Tech., Inc. v. Second Jud. Dist. Ct.*, 124 Nev. 193, 197, 179 P.3d 556, 558 (2008); *see* NRS 34.160.³ This court’s

²In light of the contempt order and pending requests for sanctions for violating the TRO in the district court, we conclude that the issues raised in this writ petition are not moot.

³Petitioners filed a petition for a writ of mandamus or, alternatively, prohibition. Mandamus would be the appropriate relief here because petitioners seek to compel the district court’s compliance with NRCP 65, alleging that the district court arbitrarily and capriciously exercised its discretion in issuing an indefinite and overbroad TRO. *See* NRS 34.160.

decision to issue writ relief is purely discretionary, however. *Smith v. Eighth Jud. Dist. Ct.*, 107 Nev. 674, 677, 818 P.2d 849, 851 (1991). Writ relief will not issue when the parties have “a plain, speedy and adequate remedy in the ordinary course of law,” NRS 34.170, and “[p]etitioners carry the burden of demonstrating that extraordinary relief is warranted,” *Pan v. Eighth Jud. Dist. Ct.*, 120 Nev. 222, 228, 88 P.3d 840, 844 (2004).

CarWil argues petitioners have an adequate and speedy legal remedy in the form of an appeal from the preliminary injunction. We agree—petitioners have filed a notice of appeal following the district court’s issuance of the preliminary injunction. Thus, to the extent that petitioners challenge the original TRO as improper based on an overbroad noncompete agreement, we decline to consider such argument. *See* NRAP 3A(b)(3) (recognizing a preliminary injunction as an appealable order); *Pan*, 120 Nev. at 224, 88 P.3d at 841 (recognizing “that the right to appeal is generally an adequate legal remedy that precludes writ relief”).

However, this case presents an opportunity to clarify an unsettled area of the law—namely, the timeframe for a TRO issued *with* notice. *See Badger v. Eighth Jud. Dist. Ct.*, 132 Nev. 396, 401, 373 P.3d 89, 93 (2016) (recognizing that entertaining a writ petition is warranted when “the petition involves a significant and potentially recurring question of law, the petition is not fact-based,” and consideration “will clarify our position and prevent further misapplication”). We therefore elect to exercise our discretionary authority to entertain the petition.

This opinion therefore addresses only whether mandamus relief is warranted.

Whether writ relief is warranted

NRCP 65(b)(2) governs a TRO's contents, in part, and its expiration date:

Every temporary restraining order issued without notice must state the date and hour it was issued; describe the injury and state why it is irreparable; state why the order was issued without notice; and be promptly filed in the clerk's office and entered in the record. The order expires at the time after entry—not to exceed 14 days—that the court sets, unless before that time the court, for good cause, extends it for a like period or the adverse party consents to a longer extension. The reasons for an extension must be entered in the record.

Petitioners argue that the TRO's enforcement beyond 14 days was improper under NRCP 65(b)(2), noting that the court did not provide good cause findings for extending the TRO beyond 14 days and the parties did not consent to a longer TRO. CarWil argues the district court was not required to conform its order to the procedural requirements under NRCP 65(b)(2) because it issued the TRO *with* notice. CarWil elaborates that the plain language of NRCP 65(b) contemplates both TROs issued with notice and those issued without notice, but only TROs issued without notice are subject to durational restrictions.

We apply the rules of statutory interpretation when interpreting the Nevada Rules of Civil Procedure. *In re Est. of Sarge*, 134 Nev. 866, 868, 432 P.3d 718, 721 (2018). NRCP 65(b)'s application to TROs issued *with* notice is unclear. But the advisory committee notes provide that “Rules 65(a)-(d) are conformed to FRCP 65, with edits adapting the rule for use in Nevada.” NRCP 65 Advisory Committee Note (2019 amendment). Indeed, NRCP 65(b)(2) is identical to its federal counterpart. Therefore, we

turn to relevant federal authority to help guide our decision. *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872, 876 (2002) (recognizing that “federal cases interpreting the Federal Rules of Civil Procedure are strong persuasive authority, because the Nevada Rules of Civil Procedure are based in large part upon their federal counterparts” (citation modified)).

Of the federal circuit courts that have addressed the issue, a majority recognize that the durational requirements of FRCP 65(b)(2) apply equally to TROs issued with or without notice. Absent consent of the restrained party, a TRO expires 14 days after entry, unless extended by a like 14-day period, for a total of 28 days. *Chi. United Indus., Ltd. v. City of Chicago*, 445 F.3d 940, 946 (7th Cir. 2006) (“The proper interpretation of the ‘without notice’ language in [former] Rule 65(b) is that the rule imposes *additional* restrictions on temporary restraining orders issued without notice, but imposes the 20-day [now 28-day] limit on *all* TROs.”); *see also Pan Am. World Airways, Inc. v. Flight Eng’rs’ Int’l Ass’n*, 306 F.2d 840, 842 (2d Cir. 1962) (“The fact that notice is given and a hearing held cannot serve to extend indefinitely beyond the period limited by the Rule the time during which a temporary restraining order remains effective.”); *Nutrasweet Co. v. Vit-Mar Enters., Inc.*, 112 F.3d 689, 692-94 (3d Cir. 1997) (same); *Connell v. Dulien Steel Prods., Inc.*, 240 F.2d 414, 417-18 (5th Cir. 1957) (same); *H-D Mich., LLC v. Hellenic Duty Free Shops S.A.*, 694 F.3d 827, 844 (7th Cir. 2012) (“In our view, the language of Rule 65(b)(2) and the great weight of authority support the view that 28 days is the outer limit for a TRO without the consent of the enjoined party, regardless of whether the TRO was issued with or without notice.”); 11A Charles Alan Wright, Arthur R. Miller &

Mary Kay Kane, *Federal Practice and Procedure* § 2953 at 309-319, 310 (3d ed. 2013) (“If a court states no time limit, the order will expire in fourteen days. Although by its terms Rule 65(b) applies only to situations in which there has been no notice or opportunity to be heard by the adverse party, in practice courts apply the time limitation on a temporary restraining order to any order so delineated.”). Thus, even if issued with notice, absent consent of the parties, TROs should be granted for no longer than 14 days, or at the most, 28 days if timely extended for good cause. *See Granny Goose Foods, Inc. v. Bhd. of Teamsters & Auto Truck Drivers, Loc. No. 70 of Alameda Cnty.*, 415 U.S. 423, 433 & n.8 (1974) (interpreting FRCP 65(b)(2) as allowing for only one extension).

This interpretation makes sense because, as the United States Court of Appeals for the Second Circuit recognized, the purpose of a TRO “is to preserve an existing situation” for “a very brief period” until the merits of a preliminary injunction can be decided. *Pan Am.*, 306 F.2d at 842-43. In *Pan American*, the court additionally recognized the following:

The longer the period of such prohibition the greater the chance that the right will be completely frustrated because the opportunity once suspended may, as a practical matter, be lost. And frequently recovery on the bond will not compensate adequately for the suspension or loss of the right involved. It is because the remedy is so drastic and may have such adverse consequences that the authority to issue temporary restraining orders is carefully hedged in Rule 65(b) by protective provisions. And the most important of these protective provisions is the limitation on the time during which such an order can continue to be effective.

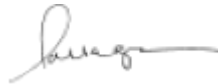
Id. at 843. Moreover, allowing an indefinite TRO merely because notice was provided to the adverse party “would read out of the rule the requirement of the *consent* of the restrained party . . . [effectively] substitut[ing] mere notice to, or the presence of, the party for its consent.” *Connell v. Dulien Steel Prods., Inc.*, 240 F.2d 414, 417 (5th Cir. 1957) (emphasis added). Therefore, “the law does not allow an indefinite and unreviewable extension of a TRO without the consent of the enjoined party.” *H-D Mich.*, 694 F.3d at 845. Imposing the rule’s deadline regardless of whether a TRO was issued with notice “comports with general principles imposing strict limitations on the scope of temporary restraining orders.” *Sampson v. Murray*, 415 U.S. 61, 86 (1974).

We now adopt the federal majority view that a TRO issued with notice is subject to the same time limitations as a TRO issued without notice. Similar to the rationale in *Pan American*, the plain language of NRCP 65 contemplates the complete adjudication of a preliminary injunction when notice and a hearing are provided—the rule does not contemplate an indefinite TRO. *Compare* 306 F.2d at 842-43, *with* NRCP 65.

In this case, the district court issued an indefinite TRO that would “remain in full force and effect until otherwise Ordered by the Court.” Applying the 14-day deadline from NRCP 65(b)(2) to the TRO issued on June 9, the TRO expired on June 23, 2025. Therefore, we conclude that the TRO in this case necessarily expired 14 days after its issuance, and the district court’s continued enforcement of the TRO was arbitrary and capricious.

CONCLUSION

The district court's indefinite TRO was not properly extended and thus automatically expired 14 days later under NRCP 65(b)(2), on June 23, 2025. Accordingly, we grant the petition and direct the clerk of this court to issue a writ of mandamus directing the district court to declare the TRO expired as of June 23 and to take any further necessary actions consistent therewith.



Parraguirre, J.

We concur:



Pickering, J.



Bell, J.