

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

ALFRED G. ESTRELLA, AN
INDIVIDUAL,
Appellant,
vs.
ROBERT E. SHAPPY, AN INDIVIDUAL,
Respondent.

No. 69209

FILED

AUG 30 2016

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

ORDER OF AFFIRMANCE

This is an appeal from a final judgment entered on a court-annexed arbitration award in a torts action. Eighth Judicial District Court, Clark County; Eric Johnson, Judge.

This appeal arises out of a car accident involving appellant Alfred G. Estrella and respondent Robert E. Shappy. After Shappy filed a complaint, the case was assigned to mandatory, non-binding arbitration, and ultimately, an arbitration award was entered in favor of Shappy. Thereafter, Estrella timely requested a trial de novo.

Shappy moved to strike the request for a trial de novo, arguing that Estrella had failed to meaningfully participate in the arbitration proceedings. *See* NAR 22(A) (providing 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”); *Gittings v. Hartz*, 116 Nev. 386, 390, 996 P.2d 898, 901 (2000) (explaining that “good faith” has generally been equated with “meaningful participation” in arbitration proceedings). Over Estrella’s opposition, the district court granted the motion to strike the request for a trial de novo and entered judgment on the arbitration award. On appeal, Estrella

argues he defended his case in good faith, and thus, the district court abused its discretion in striking his motion. We disagree.

In the arbitration proceedings, Estrella failed to make timely disclosures, producing them only 13 days before the arbitration, despite them being due nearly 8 months earlier¹ and despite two continuances of the arbitration date. Additionally, Estrella misfiled his arbitration brief such that neither the arbitrator nor Shappy received the brief until the morning of the arbitration proceedings. These failings impeded Shappy's ability to depose proper parties and form an adequate arbitration strategy, and thus, could properly be characterized as Estrella not meaningfully participating in the arbitration. *See Casino Props., Inc. v. Andrews*, 112 Nev. 132, 135, 911 P.2d 1181, 1182-83 (1996) (concluding, in affirming a district court order striking a trial de novo request in a case where a certain disclosure was made less than two weeks before the arbitration, that "[t]he late date of appellants' disclosure amounted to a lack of meaningful participation because it compromised respondents' ability to depose the proper parties and form an adequate arbitration strategy"). And, because Estrella did not meaningfully participate in the arbitration, the district court did not abuse its discretion in striking Estrella's request for a trial de novo and entering judgment on the arbitration award. *See*

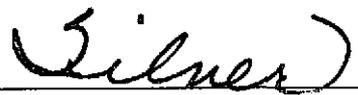
¹Per the October 3, 2014, order appointing the arbitrator, the parties were to meet with the arbitrator and exchange documents and identify witnesses 30 days after the appointment. Shappy made his disclosures in November while Estrella did not make any disclosures until June 2015. Furthermore, the discovery order required that expert witnesses be disclosed 60 days before the close of discovery, but Estrella only disclosed his expert at the same time he made his other disclosures, 13 days before the arbitration. This was well beyond the 60-day timeframe outlined in the arbitrator's order.

NAR 22(A); *see also Casino Props.*, 112 Nev. at 135-36, 911 P.2d at 1183 (reviewing an order striking a request for a trial de novo under an abuse of discretion standard). As a result, we

ORDER the judgment of the district court AFFIRMED.²


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Silver

cc: Hon. Eric Johnson, District Judge
Persi J. Mishel, Settlement Judge
GEICO Staff Counsel
Law Offices of Al Lasso, LLC
Eighth District Court Clerk

²We have considered Estrella's remaining arguments on appeal and conclude that they are without merit.