

IN THE SUPREME COURT OF THE STATE OF NEVADA

JAMES NALDER, GUARDIAN AD
LITEM ON BEHALF OF CHEYANNE
NALDER; and GARY LEWIS,
Individually,

Appellants,

vs.

UNITED AUTOMOBILE INSURANCE
COMPANY,

Appellee/Respondent.

Supreme Court No. 70504

Electronically Filed
Mar 14 2017 03:48 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**APPELLEE/RESPONDENT'S NOTICE OF FILING OF ITS MOTION TO DISMISS
FOR LACK OF STANDING BEFORE THE NINTH CIRCUIT**

Appellee/Respondent, United Automobile Insurance Company, hereby files its pending Motion to Dismiss for lack of standing filed before the Ninth Circuit. *A copy of Appellee's Motion is attached hereto as Exhibit '1.'*

DATED this 14th day of March, 2017.

ATKIN WINNER & SHERROD



Matthew J. Douglas
Nevada Bar No. 11371
1117 South Rancho Drive
Las Vegas, Nevada 89102
Tel: (702) 243-7000
Attorneys for the Appellee/Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of March, 2017, I served a true and accurate copy of the RESPONDENT'S NOTICE OF FILING OF MOTION PENDING BEFORE THE U.S. COURT OF APPEALS FOR THE NINTH CIRCUIT on the following by ☐ Electronic Service pursuant to NEFR 9 ☒ Electronic Filing and Service pursuant to NEFR 9 ☐ and In Accordance with the Master Service List as follows:

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Additional Attorneys for Appellants


An employee of ATKIN WINNER & SHERROD

EXHIBIT “1”

DOCKET No. 13-17441
IN THE
UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

JAMES NALDER, GUARDIAN AD LITEM FOR MINOR CHEYANNE NALDER, REAL
PARTY IN INTEREST, AND GARY LEWIS, INDIVIDUALLY,

PLAINTIFF/APPELLANT/CROSS-APPELLEE,

V.

UNITED AUTOMOBILE INSURANCE COMPANY, DOES I THROUGH V, AND
ROE CORPORATIONS I THROUGH V, INCLUSIVE,

DEFENDANTS/APPELLEES/CROSS-
APPELLANTS.

APPEAL FROM A DECISION OF UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
NEVADA
CASE No. 2:09-cv-01348 RCJ-GWF, THE HONORABLE ROBERT C. JONES

APPELLEE'S MOTION TO DISMISS
FOR LACK OF STANDING

Thomas E. Winner, Esq.
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CORPORATE DISCLOSURE STATEMENT

Pursuant to F.R.A.P. 26.1(a) United Automobile Insurance Company (“UAIC”) is a Florida Corporation with its principal place of business in Florida. All stock of UAIC is wholly owned by United Automobile Insurance Group and neither entity is a publicly traded Company.

Pursuant to Federal Rule of Appellate Procedure 27, Appellee, UNITED AUTOMOBILE INSURANCE COMPANY (“UAIC”), brings this Motion to Dismiss for Lack of Standing by Appellants, JAMES NALDER, as Guardian Ad Litem for minor CHEYANNE NALDER, and GARY LEWS (collectively, the “Nalder Appellants”), as the default judgment that formed the basis for the underlying action herein was not properly renewed under Nevada law and has therefore expired, resulting in the invalidation of Appellants’ assignment and their standing to pursue a direct action against UAIC for bad faith and consequential damages.

BACKGROUND¹

1. This matter arises out of an automobile accident that occurred in 2007, involving UAIC’s purported insured, Gary Lewis, and Cheyanne Nalder, the minor child of James Nalder. Following UAIC’s denial of coverage, Mr. Nalder filed a personal injury action against Mr. Lewis. Mr. Nalder eventually obtained a default judgment against Mr. Lewis on June 3, 2008. (App. 0078-79). A Notice of Entry of Judgment was filed August 26, 2008. (App. 0076-79). Mr. Nalder and Mr. Lewis then filed the present action against UAIC on May 22, 2009, with Mr. Nalder claiming a right to pursue this action against UAIC as a “third party

¹ A full history of this matter is contained within UAIC’s Response Brief in this appeal and is set forth in this Court’s Order of June 1, 2016, certifying a question to the Nevada Supreme Court.

beneficiary” and as a judgment-creditor of Mr. Lewis. (Supp. Excerpt of Record on Appeal at 473). Later, Mr. Nalder produced an “Assignment” from Mr. Lewis, purporting to assign Mr. Lewis’ rights against UAIC stemming from the entry of the June 3, 2008 judgment. (App. 0495).

2. The Assignment states that Mr. Lewis assigns to Mr. Nalder all bad faith rights Lewis has against UAIC to allow Mr. Nalder to recover the full amount of the \$3,500,000 judgment Mr. Nalder has against Mr. Lewis, plus interest. (App. 0495). Any amount recovered above the full amount of the judgment and interest were to be retained by Mr. Lewis, and not assigned to Mr. Nalder. (App. 0495).

3. Following a previous appeal to this Court, the parties filed cross-motions for summary judgment. On October 30, 2013, the Honorable Robert C. Jones issued an Order and judgment on the cross-motions. (App. 0734-744). The district court found that UAIC had been reasonable in its coverage determination and, thus, committed no actionable “bad faith” such as to allow any claims for implied breach of the covenant of good faith and fair dealing or under Nevada’s Unfair Claims Practices Act, N.R.S. 686A.310. However, the trial court found that an implied insurance policy covering the loss in question had been formed due to an ambiguity in UAIC’s renewal statement, and therefore UAIC owed its contractual indemnity obligations. The district court also found that UAIC breached its duty to defend under this implied insurance policy, but it awarded no

damages to Mr. Lewis because he had expended no sums in defending against Mr. Nalder's personal injury action. The present appeal followed.

4. After briefing and oral argument, this Court certified a question to the Nevada Supreme Court as follows:

Whether, under Nevada law, the liability of an insurer that has breached its duty to defend, but has not acted in bad faith, is capped at the policy limit plus any costs incurred by the insured in mounting a defense, or is the insurer liable for all losses consequential to the insurer's breach?

5. Mr. Nalder and Mr. Lewis argue they should be able to recover the full amount of the June 3, 2008 default judgment, plus interest and costs, as a consequential damage of UAIC's breach of its duty to defend Mr. Lewis. This matter has been fully briefed before the Nevada Supreme Court, but has not yet been ruled upon or set for oral argument.

6. Recently, it has come to UAIC's attention that the original state court default judgment underlying this action has not been renewed within the 6-year time period mandated by Nevada law. Therefore, the underlying default judgment is now expired and unenforceable.² And as the default judgment underlying Mr. Lewis' assignment to Mr. Nalder is unenforceable, so too must the assignment be

² The timeline demonstrates:

1. June 3, 2008, Default Judgment;
2. August 26, 2008, Notice of Entry of Judgment; and
3. August 26, 2014, Expiration of Judgment per Nevada law.

deemed unenforceable. (*See* Affidavit of Matthew J. Douglas, attached hereto as Exhibit 1). Accordingly, because Mr. Nalder and Mr. Lewis lack the injury necessary to establish standing before this Court, this matter must be dismissed.

ARGUMENT

I. THE DEFAULT JUDGMENT UNDERLYING APPELLANTS' CLAIMS AGAINST APPELLEE IS NO LONGER ENFORCEABLE AND, ACCORDINGLY, APPELLANTS NO LONGER HAVE STANDING TO PURSUE THEIR CLAIMS AGAINST APPELLEE.

A. The underlying default judgment obtained by Mr. Nalder against Mr. Lewis is void as it was not properly renewed and has, therefore, expired.

The record on appeal reflects that Mr. Nalder obtained a default judgment against Mr. Lewis on June 3, 2008, and a Notice of Entry of Judgment was filed on August 26, 2008. Under Nevada Revised Statute 11.190(1)(a), the statute of limitations for an action to execute upon a judgment is six years, and while a party may renew a judgment, Nevada Revised Statute 17.214 sets out specific procedures that must be strictly followed in order for the judgment to be properly renewed. Those procedures have not been followed here and it appears that no renewal has ever been attempted by Mr. Nalder or Mr. Lewis. Accordingly, the underlying default judgment expired, at a minimum, on August, 26, 2014, and is therefore unenforceable.

In *Leven v. Frey*, 168 P.3d 712 (Nev. 2007), the Nevada Supreme Court held that judgment creditors are required to strictly comply with the procedure for judgment renewal set out in N.R.S. 17.214. *Id.* at 713-14. The judgment in question in *Leven* had been entered on October 25, 1996, and as the expiration date approached in October of 2002, the judgment creditor sought renewal. *Id.* The court noted that although the judgment creditor had timely filed his affidavit for renewal on October 18, 2002, he failed to serve the affidavit until October 30, 2002, which was “well beyond the three-day requirement for recording and service.” *Id.* at 714. The judgment creditor argued that he had substantially, if not strictly, complied with the statutory procedure for renewal. After reviewing the statute and its legislative history, however, the Nevada Supreme Court specifically held that the statute required strict compliance and, as the judgment creditor had failed to strictly comply, the court reversed the trial court’s denial of the debtor’s motion to declare the expired judgment void. *Id.* at 714-19. *See also Fid. Nat’l Fin., Inc. v. Friedman*, 402 F. App’x 194 (9th Cir. 2010) (reversing denial of motion to quash enforcement of judgment where judgment creditor failed to renew judgment pursuant to Arizona’s judgment renewal statute).

Here, Mr. Nalder and Mr. Lewis have failed to make any attempt to renew the underlying default judgment against Mr. Lewis. Indeed, a review of the court record reveals that no affidavit pursuant to N.R.S. 17.214 has ever been filed. (*See*

Affidavit of Matthew J. Douglas, attached hereto as Exhibit 1). Accordingly, both Mr. Nalder and Mr. Lewis failed to comply with the strict requirements of N.R.S. 17.214, resulting in the expiration of the June 3, 2008 default judgment entered against Mr. Lewis, which was filed on August 26, 2008.

B. Due to the expiration of the underlying default judgment, Appellants no longer have standing to pursue their claims of bad faith against UAIC and consequential damages for breach of the duty to defend.

Under Nevada law only parties with a valid contractual relationship with the insurer have standing to bring a bad faith or breach of contract claim. *Gunny v. Allstate Ins. Co.*, 830 P.2d 1335, 1335-36 (Nev. 1992). This Court has previously affirmed that in Nevada an injured tort plaintiff must secure an assignment to advance a direct action against a putative insurer of the tortfeasor. In *Hicks v Dairyland Insurance Company*, 441 F. App'x. 463 (9th Cir. 2011), this Court held that only parties with a valid contractual relationship with the insurer have standing to bring claims against said insurer. Specifically, the *Hicks* Court affirmed that mere status as a judgment-creditor is insufficient to afford the party standing, stating that “absent a valid assignment of rights recognized under Nevada law, [the tort claimant] **lacked standing** to pursue a direct cause of action against [the insurer].” Thus, a valid assignment is an absolute prerequisite for a judgment creditor such as Mr. Nalder to maintain an action against UAIC.

The record reflects that Mr. Nalder obtained an assignment from Mr. Lewis on February 28, 2010. (App. 0495). The assignment provides as follows:

“FOR VALUE RECEIVED, GARY LEWIS ("LEWIS"), assigns to JAMES NALDER, As Guardian ad Litem for Cheyenne Nalder ("NALDER"), LEWIS' rights that LEWIS has for damages against UNITED AUTOMOBILE INSURANCE CO. ("UAIC"), based upon its failure to negotiate in good faith the claim brought against LEWIS by NALDER. **Specifically, that portion of said right or cause of action being hereby assigned pertains to the judgment entered against the undersigned in favor of NALDER in the amount of \$3,500,000.00 the total judgment earning interest at the statutory rate from the date of its entry until the said judgment is paid in full) ("the NALDER Judgment").** As the total amount of the said judgment will not be known until the time it is finally paid given interest continues to accrue, the amount being assigned to NALDER is whatever amount is ultimately recovered that is necessary to satisfy the total NALDER Judgment. The NALDER judgment is at least \$3,495,000.00 in excess of the \$15,000.00 liability limit of the insurance policy with UAIC. LEWIS hereby represents that he was not insolvent at the time of the entry of said judgment and has been damaged thereby, as well as otherwise. The rights so assigned hereby include all funds necessary to satisfy the Judgment NALDER has against LEWIS including attorney fees, costs, interest, and the like to NALDER in their entirety (hereinafter referred to as "the NALDER Judgment damages").

All rights, interests, and claims to any funds in addition to those necessary to pay the NALDER Judgment damages in full are hereby retained by LEWIS. In the event that this assignment is an improper splitting of LEWIS' causes of actions against UAIC then this assignment shall constitute a full assignment to

NALDER of all rights interests and claims LEWIS has against UAIC in their entirety.

If at any point in time, whether prior to or after the date of this assignment, JAMES NALDER, As Special Administrator For the Estate of Cheyenne Nalder is dismissed from the action against UNITED AUTOMOBILE INSURANCE CO., Case No.: 2:09-cv-1348, then this assignment is rendered null and void from its inception.

(App. 0495) (Emphasis added). The assignment clearly notes that the rights and cause of action being assigned pertain to the default judgment entered against Mr. Lewis and in favor of Mr. Nalder. However, as discussed above, said judgment is now expired and unenforceable. Accordingly, as Mr. Nalder and Mr. Lewis' assignment is based upon a judgment that is now unenforceable, this Court must also deem the assignment unenforceable and Mr. Nalder is without standing to continue to pursue a claim of bad faith against UAIC. Moreover, since Mr. Lewis and Mr. Nalder's rights depend upon the continued validity of the judgment (as contemplated by the assignment) both Mr. Nalder and Mr. Lewis' rights to sue the carrier were extinguished with the expiration of the judgment.

Furthermore, as with any tort, proof of damages is an element of recovery. *Nunn v. Mid-Century Ins. Co.*, 244 P.3d 116 (Colo. 2010). *See also Fertitta v. Allstate Ins. Co.*, 439 So. 2d 531, 533 (La. Ct. App. 1983) (One factor to consider in a bad faith case is "the extent of damages recoverable in excess of policy coverage,"), *cited approvingly in Allstate v. Miller*, 125 Nev. 300, 312, 212 P.3d

318, 327 (2009). Nevada law on this point is therefore consistent with the “fundamental maxim of the Anglo-American tort law that a wrong without damage . . . is not actionable” 1 Stuart M. Speiser, *Charles F. Krause & Alfred W. Gans, The American Law of Torts* § 1:11 (1983); see also *Restatement (Second) of Torts* §§ 903, 912 cmt. a (1979). Indeed, actual damages are an essential element of a claim for bad faith breach of an insurance contract, which the insured must prove by a preponderance of the evidence. If an insured did not and cannot pay out any money in satisfaction of an excess judgment, the insured was not harmed, and, therefore, the insurer cannot be responsible for bad faith. *Nunn v. Mid-Century Ins. Co.*, 244 P.3d 116 (Colo. 2010).

The United States Supreme Court has held that Article III limits a federal court’s subject matter jurisdiction by requiring that plaintiffs have standing, which includes establishing an “injury-in-fact.” *Spokeo, Inc. v Robins*, 136 S.Ct. 1540 (2016). In *Spokeo, Inc.*, the Supreme Court succinctly explained the requirements for Article III standing as follows: “Our cases have established that the ‘irreducible constitutional minimum’ of standing consists of three elements. The plaintiff must have (1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Id.* at 1547 (internal citations omitted).

Given that Mr. Nalder's underlying judgment against Mr. Lewis has expired, it is doubtful that either of them has suffered any injury in fact. Moreover, as discussed above, Mr. Lewis' right to sue also lapsed with expiration of the judgment because he can no longer claim any actual damages for bad faith and breach of the duty to defend. More importantly, it is clear that no judicial decision will redress any issue. That is, even if the Nevada Supreme Court returns a favorable decision on the pending certified question—finding that an insured can collect an excess judgment as a consequential damage for an insurer's breach of the duty to defend in the absence of bad faith—the fact remains that there is no default judgment to collect on here. Therefore, UAIC encourages this Court to hold that Appellants no longer have standing to pursue their claims for consequential damages based on the breach of the duty to defend and bad faith failure to settle.

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CONCLUSION

Based upon the foregoing arguments and cited legal authority, UAIC respectfully requests that this Honorable Court dismiss this action for lack of standing, as the underlying default judgment which forms the basis of Appellants' claims against UAIC has expired and is unenforceable, thereby depriving Appellants of standing to bring an action for bad faith against UAIC and otherwise depriving Appellants of any claim for consequential damages.

Dated this 14th day of March, 2017.

COLE, SCOTT & KISSANE, P.A.

/s/ Thomas E. Scott
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Scott A. Cole, Esq.⁴
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Counsel for Respondent

ATKIN, WINNER & SHERROD

/s/ Matthew J. Douglas
 Matthew J. Douglas, Esq.
 Nevada Bar No. 11371
 Thomas E. Winner, Esq.
 1117 South Rancho Drive
 Las Vegas, NV 89102
Counsel for Respondent

³ Application pending

⁴ Application pending

CERTIFICATE OF SERVICE

I hereby certify that on March 14th, 2017, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

/s/ Victoria Hall

EXHIBIT “1”

DOCKET No. 13-17441**IN THE****UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

JAMES NALDER, GUARDIAN AD LITEM FOR MINOR CHEYANNE NALDER, REAL PARTY IN
INTEREST, AND GARY LEWIS, INDIVIDUALLY,

PLAINTIFF/APPELLANT,

v.

UNITED AUTOMOBILE INSURANCE COMPANY, DOES I THROUGH V, AND ROE
CORPORATIONS I THROUGH V, INCLUSIVE,

DEFENDANTS/APPELLEES.

**AFFIDAVIT ACCOMPANYING RULE 27 MOTION TO DISMISS FOR LACK OF
STANDING**

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

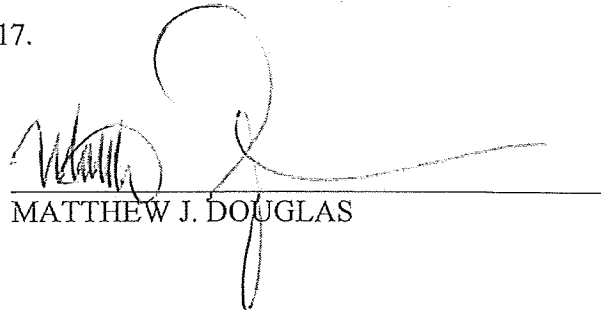
I, MATTHEW J. DOUGLAS, first being duly sworn, hereby depose and state as follows:

1. I am an attorney licensed to practice law in the State of Nevada, Federal District Court for the District of Nevada and the United States Court of Appeals for the Ninth Circuit. I am a partner at the law firm of Atkin Winner & Sherrod, and I am counsel of record for Defendant/Appellee United Automobile Insurance Company in the above-referenced action;
2. On March 8, 2017 I reviewed the online Nevada Eighth Judicial District Court case docket (wiznet) as well as the online Register of Actions to review the docket for any action taken to renew the judgment entered in the District Court of Clark County in case A549111 titled James Nalder as Guardian Ad Litem for Cheyenne Nalder, a minor vs. Gary Lewis;

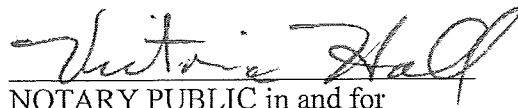
3. Case number A549111 per the Clerk of the District Court of Clark County Nevada is the case belying the present action before this court;
4. The review of said online docket and register of action revealed that the judgment in said cause was entered June 2, 2008 and filed with a Notice of Entry of same judgment on August 26, 2008;
5. Further, review of said online docket and register of action revealed that no filing has ever been made to renew that judgment through March 8, 2017;
6. A true and correct copy of the Register of Action for said case A549111 as printed from the District Court for Clark County, Nevada is attached hereto as Exhibit 'A'.

FURTHER AFFIANT SAYETH NOT

DATED this 14th day of March, 2017.


MATTHEW J. DOUGLAS

Subscribed and sworn to before
me this 14th day of March, 2017.



NOTARY PUBLIC in and for
said County and State.

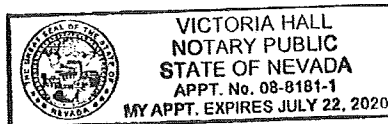


EXHIBIT “A”

REGISTER OF ACTIONS
CASE No. 07A549111

James Nalder vs Gary Lewis

Case Type: Negligence - Auto
Date Filed: 10/02/2007
Location: Department 29
Cross-Reference Case Number: A549111

55555555

PARTY INFORMATION	
Defendant	Lewis, Gary
Guardian Ad Litem	Nalder, James
Plaintiff	Nalder, James
Subject Minor	Nalder, Cheyenne
Lead Attorneys	
Thomas F. Christensen Retained 7028701000(W)	
Thomas F. Christensen Retained 7028701000(W)	
Thomas F. Christensen Retained 7028701000(W)	

EVENTS & ORDERS OF THE COURT	
DISPOSITIONS	
01/04/2008	Order Approving Minor's Compromise (Judicial Officer: Cadish, Elissa F.) Converted Disposition: Entry Date & Time: 01/07/2008 @ 08:24 Description: ORDER OF APPROVAL OF MINORS CLAIM Debtor: Lewis, Gary Creditor: Nalder, Cheyenne Amount Awarded: \$66519.11 Attorney Fees: \$33333.33 Costs: \$147.56 Interest Amount: \$0.00 Total: \$100000.00
06/03/2008	Default Judgment Plus Legal Interest (Judicial Officer: Cadish, Elissa F.) Converted Disposition: Entry Date & Time: 06/05/2008 @ 11:00 Description: DEFAULT JUDGMENT PLUS LEGAL INTEREST Debtor: Lewis, Gary Creditor: Nalder, James Amount Awarded: \$3500000.00 Attorney Fees: \$0.00 Costs: \$0.00 Interest Amount: \$0.00 Total: \$3500000.00
06/03/2008	Default Judgment Plus Legal Interest (Judicial Officer: Cadish, Elissa F.) Converted Disposition: Entry Date & Time: 06/05/2008 @ 11:09 Description: DEFAULT JUDGMENT PLUS LEGAL INTEREST Debtor: Lewis, Gary Creditor: Nalder, Cheyenne Amount Awarded: \$3500000.00 Attorney Fees: \$0.00 Costs: \$0.00 Interest Amount: \$0.00 Total: \$3500000.00
10/02/2007	OTHER EVENTS AND HEARINGS Petition

3/8/2017	PETITION FOR ORDER APPOINTING GUARDIAN AD LITEM Fee \$148.00 07A5491110001.tif pages		https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=6658417
10/09/2007	Order Appointing Guardian Ad Litem ORDER APPOINTING GUARDIAN AD LITEM	07A5491110002.tif pages	
10/09/2007	Initial Appearance Fee Disclosure INITIAL APPEARANCE FEE DISCLOSURE	07A5491110003.tif pages	
10/09/2007	Complaint COMPLAINT FILED	07A5491110004.tif pages	
11/02/2007	Summons SUMMONS	07A5491110005.tif pages	
12/13/2007	Default DEFAULT	07A5491110006.tif pages	
12/21/2007	Petition for Compromise of Minors Claim PETITION TO COMPROMISE CLAIM OF MINORS	07A5491110007.tif pages	
01/04/2008	Conversion Case Event Type STATUS CHECK: BLOCKED ACCOUNT /1	07A5491110008.tif pages	
01/04/2008	Judgment ORDER OF APPROVAL OF MINORS CLAIM	07A5491110009.tif pages	
03/03/2008	Status Check: Blocked Account (3:00 AM) (Judicial Officer Cadish, Elissa F.) STATUS CHECK: BLOCKED ACCOUNT /1		
03/31/2008	Minutes Result: Continuance Granted CANCELED Status Check: Blocked Account (9:00 AM) (Judicial Officer Cadish, Elissa F.) Vacated		
04/08/2008	Minutes Result: Continuance Granted Conversion Case Event Type HEARING RE: SHOW CAUSE /2	07A5491110010.tif pages	
04/14/2008	Motion ALL PENDING MOTIONS 4-14-08	07A5491110011.tif pages	
04/14/2008	Conversion Case Event Type STATUS CHECK: PAYMENT OF SANCTIONS/ FURTHER PROCEEDINGS VR 5/21/08	07A5491110012.tif pages	
04/14/2008	CANCELED Status Check: Blocked Account (9:00 AM) (Judicial Officer Cadish, Elissa F.) Vacated		
04/14/2008	Result: Continuance Granted Show Cause Hearing (9:00 AM) (Judicial Officer Cadish, Elissa F.) HEARING RE: SHOW CAUSE /2		
04/14/2008	All Pending Motions (9:00 AM) (Judicial Officer Cadish, Elissa F.) ALL PENDING MOTIONS 4-14-08 Court Clerk: Keith Reed Reporter/Recorder: Jessica Ramirez Heard By: ELISSA CADISH		
04/21/2008	Minutes Result: Matter Heard Conversion Case Event Type PROVE UP OF DEFAULT /5	07A5491110013.tif pages	
04/22/2008	Motion ALL PENDING MOTIONS 4-22-08	07A5491110014.tif pages	
04/22/2008	CANCELED Status Check: Blocked Account (9:00 AM) (Judicial Officer Cadish, Elissa F.) Vacated		

3/8/2017 <https://www.clarckcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=6658417>

04/22/2008	Result: Continuance Granted Status Check (9:00 AM) (Judicial Officer Cadish, Elissa F.) STATUS CHECK: PAYMENT OF SANCTIONS/ FURTHER PROCEEDINGS VR 5/21/08	
04/22/2008	Result: Continuance Granted All Pending Motions (9:00 AM) (Judicial Officer Cadish, Elissa F.) ALL PENDING MOTIONS 4-22-08 Court Clerk: Keith Reed Reporter/Recorder: Jessica Ramirez Heard By: ELISSA CADISH	
04/30/2008	Minutes Result: Matter Heard Motion ALL PENDING MOTIONS 4-30-08 07A5491110015.tif pages CANCELED Status Check: Blocked Account (9:00 AM) (Judicial Officer Cadish, Elissa F.) Vacated	
04/30/2008	Result: Continuance Granted CANCELED Status Check (9:00 AM) (Judicial Officer Cadish, Elissa F.) Vacated	
04/30/2008	Result: Continuance Granted All Pending Motions (9:00 AM) (Judicial Officer Cadish, Elissa F.) ALL PENDING MOTIONS 4-30-08 Court Clerk: Keith Reed Reporter/Recorder: Jessica Ramirez Heard By: ELISSA CADISH	
05/15/2008	Parties Present Minutes Result: Matter Heard Application APPLICATION FOR JUDGMENT BY DEFAULT 07A5491110016.tif pages	
05/15/2008	Notice NOTICE OF PAYING SANCTIONS 07A5491110017.tif pages	
05/16/2008	Application AMENDED APPLICATION FOR JUDGMENT BY DEFAULT 07A5491110018.tif pages	
05/21/2008	Minute Order (3:00 AM) (Judicial Officer Cadish, Elissa F.) MINUTE ORDER RE: BLOCKED ACCOUNT Relief Clerk: Phyllis Irby/pi Heard By: ELISSA CADISH	
05/22/2008	Minutes Result: Matter Heard Prove Up/Default (9:00 AM) (Judicial Officer Cadish, Elissa F.) PROVE UP OF DEFAULT /5 Relief Clerk: Phyllis Irby/pi Reporter/Recorder: Jessica Ramirez Heard By: ELISSA CADISH	
05/28/2008	Parties Present Minutes Result: Motion Granted Conversion Case Event Type MINUTE ORDER RE: BLOCKED ACCOUNT 07A5491110019.tif pages	
05/29/2008	Conversion Case Event Type STATUS CHECK: PAYMENT OF SANCTIONS/ FURTHER PROCEEDINGS 07A5491110020.tif pages	
05/29/2008	Conversion Case Event Type STATUS CHECK: BLOCKED ACCOUNT 07A5491110021.tif pages	
05/29/2008	CANCELED Status Check: Blocked Account (9:00 AM) (Judicial Officer Cadish, Elissa F.) Vacated	
05/29/2008	CANCELED Status Check (9:00 AM) (Judicial Officer Cadish, Elissa F.) Vacated	
05/29/2008	Status Check (9:00 AM) (Judicial Officer Cadish, Elissa F.) STATUS CHECK: PAYMENT OF SANCTIONS/ FURTHER PROCEEDINGS Relief Clerk: Nora Pena Reporter/Recorder: Jessica Ramirez Heard By: ELISSA CADISH	
	Parties Present Minutes	

<https://www.clarckcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=6658417>

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=6658417>

3/8/2017

06/03/2008	Result: Matter Heard	
	Judgment	
06/03/2008	DEFAULT JUDGMENT PLUS LEGAL INTEREST	
	07A5491110022.tif pages	
06/03/2008	Judgment	
	DEFAULT JUDGMENT PLUS LEGAL INTEREST	
06/26/2008	07A5491110023.tif pages	
	Status Check (9:00 AM) (Judicial Officer Cadish, Elissa F.)	
	STATUS CHECK: BLOCKED ACCOUNT Court Clerk: Keith Reed Reporter/Recorder: Jessica Ramirez Heard By: ELISSA CADISH	
	<u>Parties Present</u>	
	<u>Minutes</u>	
06/30/2008	Result: Blocked Account / Proof Filed	
	Acknowledgment	
08/01/2008	ACKNOWLEDGEMENT OF BLOCKED ACCOUNT	
	07A5491110024.tif pages	
08/26/2008	Motion	
	PLTF'S MTN TO STRIKE SOCIAL SECURITY NUMBER/11 (v/ 9/2/08)	
08/26/2008	07A5491110025.tif pages	
	Notice of Entry of Judgment	
09/02/2008	NOTICE OF ENTRY OF JUDGMENT	
	07A5491110028.tif pages	
09/02/2008	Conversion Case Event Type	
	MINUTE ORDER RE: PLTF'S MTN TO STRIKE SOCIAL SECURITY NUMBER	
09/02/2008	07A5491110026.tif pages	
	Minute Order (3:00 AM) (Judicial Officer Cadish, Elissa F.)	
	<u>Minutes</u>	
09/03/2008	Result: Matter Heard	
	Conversion Case Event Type	
09/03/2008	STATUS CHECK: HEARING VI 10-3-08	
	07A5491110027.tif pages	
09/03/2008	CANCELED Motion to Strike (3:00 AM) (Judicial Officer Cadish, Elissa F.)	
	Vacated	
09/05/2008	Acknowledgment	
	ACKNOWLEDGEMENT OF BLOCKED ACCOUNT	
10/06/2008	07A5491110029.tif pages	
	CANCELED Status Check (3:00 AM) (Judicial Officer Cadish, Elissa F.)	
	<u>Minutes</u>	
07/29/2009	Result: Matter Heard	
	Writ of Execution	
02/01/2010	Affidavit of Service	
	Affidavit of Service	
06/24/2011	Case Reassigned to Department 29	
	Case Reassigned from Judge Kathleen E. Delaney	
01/02/2017	Case Reassigned to Department 29	
	Case Reassigned from Judge Susan Scann Dept 29	

FINANCIAL INFORMATION

Conversion Extended Connection Type No Convert Value @ 07A549111
 Total Financial Assessment
 Total Payments and Credits
 Balance Due as of 03/08/2017

161.00
 161.00
 0.00

148.00

4/5

10/02/2007 Transaction Assessment

<https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=6658417>

3/8/2017	https://www.clarkcountycourts.us/Anonymous/CaseDetail.aspx?CaseID=6658417			
	10/02/2007	Conversion Payment	CHRISTENSEN LAW OFFICES LLC	(148.00)
	07/22/2009	Transaction Assessment		6.00
	07/22/2009	Payment (Window)	Christensen, Thomas F.	(6.00)
	02/25/2010	Transaction Assessment		7.00
	02/25/2010	Payment (Window)	Christensen, Thomas F.	(7.00)