

IN THE SUPREME COURT OF THE STATE OF NEVADA
CASE NO. 70504

JAMES NALDER, GUARDIAN AD LITEM ON BEHALF OF JUNE YANNE
NALDER; AND GARY LEWIS, INDIVIDUALLY,
Appellants,

v.

UNITED AUTOMOBILE INSURANCE COMPANY,
Respondent.

Electronically Filed
August 2, 2018 10:47 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

**APPENDIX TO APPELLANT'S OPENING BRIEF REGARDING SECOND
CERTIFIED QUESTION OF LAW**

Ninth Circuit Case No. 13-17441
U.S.D.C. No. 2:09-cv-01348-RCJ-GWF

DENNIS M. PRINCE, ESQ.
Nevada Bar No. 5092
KEVIN T. STRONG, ESQ.
Nevada Bar No. 12107
EGLET PRINCE
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Las Vegas, NV 89101
Attorneys for Appellants

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CHRISTENSEN LAW OFFICES
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CHRONOLOGICAL INDEX TO APPELLANT'S APPENDIX

<u>NO.</u>	<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>PAGE NO.</u>
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3.	Satisfaction of June 3, 2014 Judgement	07/01/2014	1	1. A.App. 0012 - 0013
4.	Partial Satisfaction of Judgment	03/05/2015	1	1. A.App. 0014 - 0015
5.	Summons	07/18/2018	1	1. A.App. 0016 - 0019

FILED

MAY 22 1 48 PM '09

E. Christensen
CLERK OF THE COURT

1 COM

THOMAS CHRISTENSEN, ESQ.

2 Nevada Bar No. 2326

DAVID F. SAMPSON, ESQ.

3 Nevada Bar No. 6811

CHRISTENSEN LAW OFFICES, LLC

4 1000 S. Valley View Blvd.

Las Vegas, Nevada 89107

5 Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

7 JAMES NALDER, Guardian Ad Litem for minor)

Cheyanne Nalder, real party in interest, and)

8 GARY LEWIS, Individually;)

9 Plaintiffs,)

10 vs.)

11 UNITED AUTOMOBILE INSURANCE CO,)

DOES I through V, and ROE CORPORATIONS)

12 I through V, inclusive)

13 Defendants.)

Case No.: A-09-590967-C

Dept No.: II

**COMPLAINT**

16 COME NOW the Plaintiffs, James Nalder, Guardian Ad Litem for minor, Cheyanne
 17 Nalder, real party in interest in this matter, and Gary Lewis, by and through their attorneys of
 18 record, DAVID SAMPSON, ESQ., of the law firm of CHRISTENSEN LAW OFFICES, LLC,
 19 and for Plaintiffs' Complaint against the Defendants, and each of them, allege as follows:

20 1. That Plaintiff, James Nalder, Guardian Ad Litem for minor, Cheyanne Nalder real party
 21 in interest, was at all times relevant to this action a resident of the County of Clark, State of
 22 Nevada.

1 2. That Plaintiff, Gary Lewis, was at all times relevant to this action a resident of the
2 County of Clark, State of Nevada.

3 3. That Defendant, United Automobile Insurance Co. (hereinafter "UAI"), was at all times
4 relevant to this action an automobile insurance company duly authorized to act as an insurer in
5 the State of Nevada and doing business in Clark County, Nevada.

6 4. That the true names and capacities, whether individual, corporate, partnership, associate
7 or otherwise, of Defendants, DOES I through V and ROE CORPORATIONS I through V, are
8 unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs
9 are informed and believe and thereon allege that each of the Defendants designated herein as
10 DOE or ROE CORPORATION is responsible in some manner for the events and happenings
11 referred to and caused damages proximately to Plaintiffs as herein alleged, and that Plaintiffs
12 will ask leave of this Court to amend this Complaint to insert the true names and capacities of
13 DOES I through V and ROE CORPORATIONS I through V, when the same have been
14 ascertained, and to join such Defendants in this action.

15 5. That, at all times relevant hereto, Gary Lewis was the owner of a certain 1996 Chevy
16 Silverado with vehicle identification number 1GCEC19M6TE214944 (hereinafter "Plaintiff's
17 Vehicle").

18 6. That Gary Lewis had in effect on July 8, 2007, a policy of automobile insurance on the
19 Plaintiff's Vehicle with Defendant, UAI (the "Policy"); that the Policy provides certain
20 benefits to Cheyanne Nalder as specified in the Policy; and the Policy included liability
21 coverage in the amount of \$15,000.00/\$30,000.00 per occurrence (hereinafter the "Policy
22 Limits").

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1 7. That Gary Lewis paid his monthly premium to UAI for the policy period of June 30,
2 2007 through July 31, 2007.

3 8. That on July 8, 2007 on Bartolo Rd in Clark County Nevada, Cheyanne Nalder was a
4 pedestrian in a residential area, Plaintiff's vehicle being operated by Gary Lewis when Gary
5 Lewis drove over top of Cheyanne Nalder causing serious personal injuries and damages to
6 Cheyanne Nalder.

7 9. That Cheyanne Nalder made a claim to UAI for damages under the terms of the Policy
8 due to her personal injuries.

9 10. That Cheyanne Nalder offered to settle his claim for personal injuries and damages
10 against Gary Lewis within the Policy Limits, and that Defendants, and each of them, refused to
11 settle the claim of Cheyanne Nalder against Gary Lewis within the Policy Limits and in fact
12 denied the claim all together indicating Gary Lewis did not have coverage at the time of the
13 accident.

14 11. That Plaintiff, Gary Lewis has duly performed all the conditions, provisions and terms
15 of the Policy relating to the loss sustained by Plaintiff, Cheyanne Nalder, and has furnished and
16 delivered to the Defendants, and each of them, full and complete particulars of said loss and
17 have fully complied with all of the provisions of the Policy relating to the giving of notice of
18 said loss, and have duly given all other notices required to be given by the Plaintiffs under the
19 terms of the Policy, including paying the monthly premium.

20 12. That Plaintiff, Cheyanne Nalder, is a third party beneficiary under the Policy as well as a
21 Judgment Creditor of Gary Lewis and is entitled to pursue action against the Defendants directly
22 under Hall v. Enterprise Leasing Co., West, 122 Nev. 685, 137 P.3d 1104, 1109 (2006), as well as
23 Denham v. Farmers Insurance Company, 213 Cal.App.3d 1061, 262 Cal.Rptr. 146 (1989).

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1 13. That Cheyanne Nalder conveyed to UAI her willingness to settle her claim against Gary
2 Lewis at or within the policy limits of \$15,000.00 provided they were paid in a commercially
3 reasonable manner.

4 14. That Cheyanne Nalder and Gary Lewis cooperated with UAI in its investigation
5 including but not limited to providing a medical authorization to UAI on or about August 2,
6 2007.

7 15. That on or about August 6, 2007 UAI mailed to Plaintiff, Cheyanne Nalders' attorney,
8 Christensen Law Offices, a copy of "Renewal Policy Declaration Monthly Nevada Personal
9 Auto Policy" for Gary Lewis with a note that indicated "There was a gap in coverage".

10 16. That on or about October 10, 2007 UAI mailed to Plaintiff, Cheyanne Nalders'
11 attorney, Christensen Law Offices, a letter denying coverage.

12 17. That on or about October 23, 2007, Plaintiff, Cheyanne Nalder provided a copy of the
13 complaint filed against UAI's insured Gary Lewis.

14 18. That on or about November 1, 2007, UAI mailed to Plaintiff, Cheyanne Nalders'
15 attorney, Christensen Law Offices, another letter denying coverage.

16 19. That UAI denied coverage stating Gary Lewis had a "lapse in coverage" due to non-
17 payment of premium.

18 20. That UAI denied coverage for non-renewal.

19 21. That UAI mailed Gary Lewis a "renewal statement" on or about June 11, 2007 that
20 indicated UAI's intention to renew Gary Lewis' policy.

21 22. That upon receiving the "renewal statement", which indicated UAI's intention to renew
22 Gary Lewis' policy, Gary Lewis made his premium payment and procured insurance coverage
23 with UAI.

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1 23. That UAI was required under the law to provide insurance coverage under the policy
2 Gary Lewis had with UAI for the loss suffered by Cheyenne Nalder, and was under an
3 obligation to defend Gary Lewis and to indemnify Gary Lewis up to and including the policy
4 limit of \$15,000.00, and to settle Cheyenne's claim at or within the \$15,000.00 policy limit
5 when given an opportunity to do so.

6 24. That UAI never advised Lewis that Nalder was willing to settle Nalder's claim against
7 Lewis for the sum of \$15,000.00.

8 25. UAI did not timely evaluate the claim nor did it tender the policy limits.

9 26. Due to the dilatory tactics and failure of UAI to protect their insured by paying the
10 policy limits when given ample opportunity to do so, Plaintiff, Nalder, was forced to seek the
11 services of an attorney to pursue his rights under her claim against Lewis.

12 27. Due to the dilatory tactics and failure of UAI to protect their insured by paying the
13 policy limits when given ample opportunity to do so, Plaintiff, Cheyanne Nalder, was forced to
14 file a complaint on October 9, 2007 against Gary Lewis for her personal injuries and damages
15 suffered in the July 8, 2007 automobile accident.

16 28. The filing of the complaint caused additional expense and aggravation to both
17 Cheyanne Nalder and Gary Lewis.

18 29. Cheyanne Nalder procured a Judgment against Gary Lewis in the amount of
19 \$3,500,000.00.

20 30. UAI refused to protect Gary Lewis and provide Gary Lewis with a legal defense to the
21 lawsuit filed against Gary Lewis by Cheyanne Nalder.

22 31. That Defendants, and each of them, are in breach of contract by their actions which
23 include, but are not limited to:

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- 1 a. Unreasonable conduct in investigating the loss;
- 2 b. Unreasonable failure to provide coverage for the loss;
- 3 c. Unreasonable delay in making payment on the loss;
- 4 d. Failure to make a prompt, fair and equitable settlement for the loss;
- 5 e. Unreasonably compelling Plaintiffs to retain an attorney before making payment
- 6 on the loss.

7 32. As a proximate result of the aforementioned breach of contract, Plaintiffs have suffered
8 and will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus
9 continuing interest.

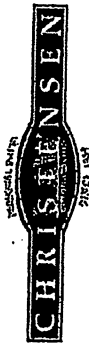
10 33. As a further proximate result of the aforementioned breach of contract, Plaintiffs have
11 suffered anxiety, worry, mental and emotional distress, and other incidental damages and out of
12 pocket expenses, all to their general damage in excess of \$10,000.00.

13 34. As a further proximate result of the breach of contract, Plaintiffs were compelled to
14 retain legal counsel to prosecute this claim, and Defendants, and each of them, are liable for
15 their attorney's fees reasonably and necessarily incurred in connection therewith.

16 35. That Defendants, and each of them, owed a duty of good faith and fair dealing implied
17 in every contract.

18 36. That Defendants, and each of them, were unreasonable by refusing to cover the true
19 value of the claim of Cheyanne Nalder, wrongfully failing to settle within the Policy Limits
20 when they had an opportunity to do so, and wrongfully denying coverage.

21 37. That as a proximate result of the aforementioned breach of the implied covenant of
22 good faith and fair dealing, Plaintiffs have suffered and will continue to suffer in the future,
23 damages in the amount of \$3,500,000.00 plus continuing interest.





1 38. That as a further proximate result of the aforementioned breach of the implied covenant
2 of good faith and fair dealing, Plaintiffs have suffered anxiety, worry, mental and emotional
3 distress, and other incidental damages and out of pocket expenses, all to their general damage
4 in excess of \$10,000.00.

5 39. That as a further proximate result of the aforementioned breach of the implied covenant
6 of good faith and fair dealing, Plaintiffs were compelled to retain legal counsel to prosecute this
7 claim, and Defendants, and each of them, are liable for their attorney's fees reasonably and
8 necessarily incurred in connection therewith.

9 40. That Defendants, and each of them, acted unreasonably and with knowledge that there
10 was no reasonable basis for its conduct, in its actions which include but are not limited to:
11 wrongfully refusing to cover the value of the claim of Cheyanne Nalder, wrongfully failing to
12 settle within the Policy Limits when they had an opportunity to do so and wrongfully denying
13 the coverage.

14 41. That as a proximate result of the aforementioned bad faith, Plaintiffs have suffered and
15 will continue to suffer in the future, damages in the amount of \$3,500,000.00 plus continuing
16 interest.

17 42. That as a further proximate result of the aforementioned bad faith, Plaintiffs have
18 suffered anxiety, worry, mental and emotional distress, and other incidental damages and out of
19 pocket expenses, all to their general damage in excess of \$10,000.00.

20 43. That as a further proximate result of the aforementioned bad faith, Plaintiffs were
21 compelled to retain legal counsel to prosecute this claim, and Defendants, and each of them, are
22 liable for their attorney's fees reasonably and necessarily incurred in connection therewith.

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1 44. That Defendants, and each of them, violated NRS 686A.310 by their actions, including
2 but not limited to: wrongfully refusing to cover the value of the claim of Cheyanne Nalder,
3 wrongfully failing to settle within the Policy Limits when they had an opportunity to do so and
4 wrongfully denying coverage.

5 45. That NRS 686A.310 requires that insurance carriers conducting business in Nevada
6 adopt and implement reasonable standards for the prompt investigation and processing of
7 claims arising under insurance policies, and requires that carriers effectuate the prompt, fair and
8 equitable settlements of claims in which liability of the insurer has become reasonably clear.

9 46. That UAI did not adopt and implement reasonable standards for the prompt
10 investigation and processing of claims arising under its insurance policies, and did not
11 effectuate the a prompt, fair and/or equitable settlement of Nalder's claim against Lewis in
12 which liability of the insurer was very clear, and which clarity was conveyed to UAI.

13 47. That NAC 686A.670 requires that an insurer complete an investigation of each claim
14 within 30 days of receiving notice of the claim, unless the investigation cannot be reasonably
15 completed within that time.

16 48. That UAI received notice of Nalder's claim against Lewis, at the very latest, on or
17 before August 6, 2007. That it was more than reasonable for UAI to complete its investigation of
18 Nalder's claim against Lewis well within 30 days of receiving notice of the claim.

19 49. That UAI did not offer the applicable policy limits.

20 50. That UAI did failed to investigate the claim at all and denied coverage.

21 51. That as a proximate result of the aforementioned violation of NRS 686A.310, Plaintiffs
22 have suffered and will continue to suffer in the future, damages in the amount of \$3,500,000.00
23 plus continuing interest.

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1 52. That as a further proximate result of the aforementioned violation of NRS 686A.310,
2 Plaintiffs have suffered anxiety, worry, mental and emotional distress, and other incidental
3 damages and out of pocket expenses, all to their general damage in excess of \$10,000.00.

4 53. That as a further proximate result of the aforementioned violation of NRS 686A.310,
5 Plaintiffs were compelled to retain legal counsel to prosecute this claim, and Defendants, and
6 each of them, are liable for their attorney's fees reasonably and necessarily incurred in
7 connection therewith.

8 54. That the Defendants, and each of them, have been fraudulent in that they have stated
9 that they would protect Gary Lewis in the event he was found liable in a claim. All of this
10 was done in conscious disregard of Plaintiffs' rights and therefore Plaintiffs are entitled to
11 punitive damages in an amount in excess of \$10,000.00.

12 WHEREFORE, Plaintiffs, pray for judgment against Defendants, and each of them, as
13 follows:

14 1. Payment for the excess verdict rendered against Lewis which remains unpaid in
15 an amount in excess of \$3,500,000.00;

16 2. General damages for mental and emotional distress and other incidental
17 damages in an amount in excess of \$10,000.00;

18 3. Attorney's fees and costs of suit incurred herein; and

19 4. Punitive damages in an amount in excess of \$10,000.00;

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5. For such other and further relief as this Court deems just and proper.

DATED this 17 day of April, 2009.

CHRISTENSEN LAW OFFICES, LLC.

By:

Thomas Christensen, Esq.
David F. Sampson, Esq.
Nevada Bar No. 6811
1000 South Valley View Blvd
Las Vegas, Nevada 89107
Attorneys for Plaintiffs



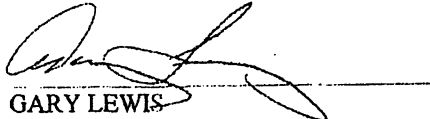
ASSIGNMENT

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.

Dated this 28 day of February, 2010


GARY LEWIS

1 MATTHEW J. DOUGLAS
Nevada Bar No. 11371
2 ATKIN WINNER & SHERROD
1117 South Rancho Drive
3 Las Vegas, Nevada 89102
Phone (702) 243-7000
4 Facsimile (702) 243-7059
mdouglas@awslawyers.com

5 *Attorneys for Defendant,*
6 *United Automobile Insurance Company*

7 EIGHTH JUDICIAL DISTRICT COURT
8 CLARK COUNTY, NEVADA
9

10 JAMES NALDER, Guardian Ad Litem for
minor Cheyanne Nalder, real party in
11 interest, and GARY LEWIS, Individually;

12 Plaintiffs,

13 vs.

14 UNITED AUTOMOBILE INSURANCE
COMPANY, DOES I through V, and ROE
15 CORPORATIONS I through V, inclusive

16 Defendants.

CASE NO.: 2:09-cv-1348

**SATISFACTION OF JUNE 3, 2014
JUDGMENT**

17 For and in consideration of the sum of EIGHTY-THREE THOUSAND & NINE
18 HUNDRED & FIFTY-TWO DOLLARS and 82/100 CENTS (\$83,952.82) plus interest in the
19 amount of TWO HUNDRED FIFTY FOUR DOLLARS and 31/100 CENTS (\$254.31) paid to
20 Plaintiffs in the above-entitled action, satisfaction of the judgment by the District Court
21 regarding Attorneys fees, pre-judgment interest and Costs, entered June 3, 2014, *only*, is hereby
22 acknowledged in said action on the 25th day of June, 2014, in favor of UNITED AUTOMOBILE
23 INSURANCE COMPANY. I hereby authorize and direct the Clerk of said Court to enter
24 satisfaction on record of said June 3, 2014 Judgment, *only*, on behalf of UNITED
25 AUTOMOBILE INSURANCE COMPANY, appeal from previously entered October 30, 2013
26 summary judgments to continue.
27 ...
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1 ...

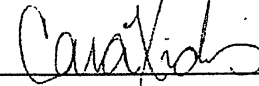
2 IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of July, 2014.

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CHRISTENSEN LAW OFFICES, LLC

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 #11743

6

Thomas Christensen, Esq.
Nevada Bar No. 02326
1000 S. Valley View Blvd.
Las Vegas, NV 89107
Attorney for Plaintiff

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9

10

Submitted by:

11

ATKIN WINNER & SHERROD

12



13

MATTHEW J. DOUGLAS
Nevada Bar No. 11371
1117 South Rancho Drive
Las Vegas, Nevada 89102
Attorneys for Defendant

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CASE NO.: 2:09-cv-1348

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ATKIN WINNER & SHERROD
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9 Attorneys for Plaintiff,
10 JAMES NALDER

11
12 UNITED STATES DISTRICT COURT
13
14 FOR THE DISTRICT OF NEVADA

15 JAMES NALDER, Guardian Ad Litem for minor)
16 Cheyanne Nalder, real party in interest, and)
17 GARY LEWIS, Individually;)

18 Plaintiffs,)

Case No.: 2:09-cv-1348

19 vs.)

20 UNITED AUTOMOBILE INSURANCE CO,)
21 DOES I through V, and ROE CORPORATIONS)
22 I through V, inclusive)

23 Defendants.)
24)
25)
26)
27)
28)

29 PARTIAL SATISFACTION OF JUDGMENT

30 For and in consideration of the sum of FIFTEEN THOUSAND DOLLARS and
31 00/100 (\$15,000.00) paid to Plaintiff in the above-entitled action, satisfaction of the
32 judgment by the District Court regarding the payment of the policy limits on Gary Lewis's
33 implied insurance policy at the time of the accident, *only*, entered October 30, 2013, is
34 hereby acknowledged in favor of UNITED AUTOMOBILE INSURANCE CO. I hereby
35 authorize and direct the Clerk of the Court to enter partial satisfaction on the record of said
36 October 30, 2013 order, *only*, on behalf of UNITED AUTOMOBILE INSURANCE

1 COMPANY, appeal from the remainder of the October 30, 2013 summary judgments to
2 continue.

3
4 IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of February,
5 2015.
6

7 CHRISTENSEN LAW OFFICES, LLC

8
9 By: *Kurt D. Andersen* #1093

10 Thomas Christensen, Esq.
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14 (702) 216-1471 Phone
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16 courtnotices@injuryhelpnow.com
17 Attorneys for Plaintiff,
18 JAMES NALDER

19 Submitted by:

20 ATKIN WINNER & SHERROD

21 *Matthew J. Douglas*
22 MATTHEW J. DOUGLAS, ESQ.
23 Nevada Bar No. 11371
24 1117 South Rancho Drive
25 Las Vegas, NV 89102
26 Attorney for Defendant
27
28

Electronically Filed
7/18/2018 3:49 PM
Steven D. Grierson
CLERK OF THE COURT

CLERK OF THE COURT
Alvin B. Hanson

1. A.App. 0016

Issued at direction of:

STEVEN D. GRIERSON, Clerk of Court

David A. Stephens

DAVID A. STEPHENS, ESQ.
Nevada Bar No. 00902
STEPHENS, GOURLEY & BYWATER
3636 North Rancho Drive
Las Vegas, Nevada 89130
Telephone: (702) 656-2355
Facsimile: (702) 656-2776
Attorney for Plaintiff

By: Alexander Banderas

5/11/2018

DEPUTY CLERK
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155-1160
Alexander Banderas

Date

NOTE: When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure, Rule 4 (b).

STATE OF California)
) ss.
COUNTY OF Los Angeles)

AFFIDAVIT OF SERVICE

Richard McMillan, being duly sworn says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this Affidavit is made. That Affiant received 1 copy(ies) of the Summons and Complaint, on the 19th day of JUNE, 2018 and served the same on the 19th day of JUNE, 2018 by:

(Affiant must complete the appropriate paragraph)

1. delivering and leaving a copy with the Defendant Gary Lewis at (state address) 733 S. Minnesota AVE. Glendora, CA 91740.
2. serving Defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the Defendant's usual place of abode located at (state address) _____.
(Use paragraph 3 for service upon agent, completing A or B)
3. serving the Defendant _____ by personally delivering and leaving a copy at (state address) _____.
 - a. with _____ as _____ an agent lawfully designated by statute to accept service of process;
 - b. with _____, pursuant to NRS 14.020

as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.

4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

_____ ordinary mail

_____ certified mail, return-receipt requested

_____ registered mail, return receipt requested

address to the Defendant _____ at the
Defendant's last known address which is (state address) _____

SUBSCRIBED AND SWORN to before me this

_____ day of _____, 20_____.



Signature of Person Making Service

Notary Public in and for said County and State

My commission expires: _____

(SEAL)

Richard McMillan
1605 S. Hoover ST. #103
Los Angeles, CA 90006
(213) 352-0533
LA county # 7151

PROOF OF SERVICE
(Use separate proof of service for each person served)

1. I served the Notice of Entry of Judgment on Sister-State Judgment as follows:
a. on judgment debtor (name): **GARY LEWIS**

b. by serving ☒ judgment debtor ☐ other (name and title or relationship to person served):

c. ☒ by delivery ☒ at home ☐ at business
(1) date: **07/26/18**
(2) time: **7:00 p.m.**

(3) address: **733 S. Minnesota Ave
Glendora, CA 91740**

d. ☐ by mailing
(1) date:
(2) place:

2. Manner of service (check proper box):

a. ☒ Personal service. By personally delivering copies. (CCP 415.10)
b. ☐ Substituted service on corporation, unincorporated association (including partnership), or public entity. By leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(a))
c. ☐ Substituted service on natural person, minor, conservatee, or candidate. By leaving copies at the dwelling of the household or a person apparently in charge of the office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(b)) (Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.)

d. ☐ Mail and acknowledgment service. By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP 415.30) (Attach completed acknowledgment of receipt.)

e. ☐ Certified or registered mail service. By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (CCP 415.40) (Attach signed return receipt or other evidence of actual delivery to the person served.)

f. ☐ Other (specify code section):
☐ Additional page is attached.

3. The "Notice to the Person Served" was completed as follows:

a. ☒ as an individual judgment debtor.
b. ☐ as the person used under the fictitious name of (specify):
c. ☐ on behalf of (specify):

under:

☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)

4. At the time of service I was at least 18 years of age and not a party to this action.

☐ CCP 416.60 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (individual)

other: ☐

5. Fee for service: \$

6. Person serving:

a. ☐ California sheriff, marshal, or constable.
b. ☒ Registered California process server.
c. ☐ Employee or independent contractor of a registered California process server.
d. ☐ Not a registered California process server.
e. ☐ Exempt from registration under Bus. & Prof. Code 22350(b).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: **07/27/18**

(SIGNATURE)

Date:

(SIGNATURE)

I certify that the foregoing is true and correct.
(For California sheriff, marshal, or constable use only)

f. Name, address and telephone number and, if applicable, county of registration and number:
**Jorge Rivera (Reg# 4690 Los Angeles County)
52 Second Street, 3rd Floor
San Francisco, California 94105
(415) 546-6000**