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IN THE SUPREME COURT OF THE STATE OF NEVADA

LAURA DEMARANVILLE, SURVIVING
SPOUSE OF DANIEL DEMARANVILLE
(DECEASED),

Appellant/Cross-
Respondent,

v.

CANNON COCHRAN MANAGEMENT
SERVICES, INC.,

Respondent,

and

EMPLOYERS INSURANCE
COMPANY OF NEVADA; AND
CITY OF RENO,

Respondents/Cross-
Appellants

Supreme Court No. 72737

FILED

NOV 02 2017

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY / DEPUTY CLERK

EMPLOYERS INSURANCE COMPANY OF NEVADA'S RESPONSE

TO ORDER TO SHOW CAUSE

Respondent/Cross-Appellant Employers Insurance Company of Nevada, ("Employers"), hereby responds to the Order to Show Cause dated October 9, 2017. As set forth below, Employers is clearly aggrieved by the district court's Order of March 9, 2017 Granting in Part and Denying in Part Petition for Judicial Review and Employers' cross-appeal should not be dismissed.

There are three issues in this case: (1) Whether a valid claim exists under the police officer's heart disease statute, NRS 617.457? (2) If a valid claim exists, is the City of Reno or Employers liable for it? And, (3) If a valid claim exists, what is the appropriate monthly death benefit?

The appeals officer issued decisions finding that a valid claim under NRS 617.457 exists, that full liability for the claim rests with the City of Reno under its self-insurance plan and that the

1 monthly death benefit should be based on the wages Mr. DeMaranville was earning from the private
2 employer at the time of his death, twenty-two years after his retirement as a police officer. In
3 compliance with those decisions, the City of Reno paid the funeral expenses and began paying
4 monthly benefits to Laura DeMaranville pursuant to NRS 616.505. See, Order of March 9, 2017 at
5 page 3, lines 16-25, and page 4, lines 1-2. (As to the payment of the funeral expenses, since the Joint
6 Appendix has not been filed, no citation for this is available. However, it is not believed that this fact
7 is in dispute.)

8 All of the parties filed petitions for judicial review with the district court. Both Employers
9 and the City of Reno contested the validity of the claim. In its Order of March 9, 2017 Granting in
10 Part and Denying in Part Petition for Judicial Review the district court affirmed the appeals officer's
11 decision that the claimant had established a valid claim and that all liability therefor rested with the
12 City of Reno and reversed the appeals officer's decision that the monthly benefit should be based on
13 the wages Mr. DeMaranville was earning at the time of his death. The district court found that the
14 monthly benefit should be zero.

15 While it is correct that Employers is not aggrieved by the district court's decisions affirming
16 that the City of Reno is liable for the claim, and that the monthly death benefit is zero, Employers is
17 certainly aggrieved by the court's affirmation that a valid claim exists and it is that decision that is
18 the focus of its cross-appeal. Mrs. DeMaranville filed claims against both Employers and the City of
19 Reno. The City of Reno is contesting the finding that it, rather than Employers, is liable for the
20 claim. Should the Supreme Court determine that Employers and not the City of Reno is liable for the
21 claim then all liability for the claim will shift to Employers. Should the Supreme Court determine
22 that the monthly death benefit is not zero, then Employers would be liable for those payments.
23 Furthermore, even if the Supreme Court affirms the decision that the monthly death benefit is zero, if
24 liability shifts to Employers for the claim then Employers would be responsible for the funeral
25 expenses that have been paid. Employers' property rights are thus clearly affected by the district
26 court decision to the extent it affirmed the validity of the claim.

27 Employers is entitled to contest the district court's affirmation of the appeals officer's
28

1 determination that a valid claim exists. If its cross-appeal is dismissed it will be unable to contest the
2 validity of the claim and its property rights will be affected. Employers could be held liable for the
3 claim without having had the opportunity to contest the validity of the claim. "A party is 'aggrieved'
4 within the meaning of NRAP 3A(a) 'when either a personal right or right of property is adversely
5 and substantially affected' by a district court's ruling." Valley Bank of Nevada v. Ginsburg, 110
6 Nev. 440, 446, 874 P.2d 729, 734 (1994). Employers is aggrieved by the district court's affirmation
7 of the validity of the claim and its cross-appeal should not be dismissed.

8
9 Dated this 2nd of November, 2017.

10
11 SERTIC LAW LTD.

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18 Attorneys for Respondent/Cross-
19 Appellant, Employers Insurance
20 Company of Nevada
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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of the law firm of Sertic Law Ltd., Attorneys at Law, over the age of eighteen years, not a party to the within matter, and that on the 21 day of November, 2017, I served by Reno-Carson Messenger Service, a true copy of the foregoing or attached document, addressed to:

Timothy E. Rowe, Esq.
McDonald Carano Wilson LLP
100 West Liberty Street, 10th Floor
Reno, Nevada 89501

NAIW
Evan Beavers, Esq.
1000 E William Street #208
Carson City, Nevada 89701



Mark S. Sertic

AFFIRMATION (Pursuant to NRS 239B.030)

The undersigned does hereby affirm to the best of his knowledge that the attached document does not contain the social security number of any person.

Dated on this 21 day of November, 2017.



Mark S. Sertic