

IN THE SUPREME COURT OF THE STATE OF NEVADA

CENTURY SURETY COMPANY,

Appellant,

vs.

DANA ANDREW, AS LEGAL
GUARDIAN OF RYAN T. PRETNER;
AND RYAN T. PRETNER,

Respondents.

Case No. 73756

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APPENDIX TO RESPONDENT'S ANSWERING BRIEF

VOL. 2 OF 11

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3. "BODILY INJURY" SUSTAINED BY ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER".

The first paragraph of the Limit Of Insurance Provision in Section II – Liability Coverage in the Business Auto Coverage Form and Truckers Coverage Form is replaced by the following:

C. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

The first four paragraphs of the Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" Provision in Section II – Liability Coverage in the Garage Coverage Form are replaced by the following:

1. AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS"

FOR "GARAGE OPERATIONS" OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR THE SUM OF ALL DAMAGES INVOLVING "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS" IS THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

DAMAGES PAYABLE UNDER THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" CONSIST OF DAMAGES RESULTING FROM "GARAGE OPERATIONS", OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF THE "AUTOS" INDICATED IN SECTION I OF THIS COVERAGE FORM AS COVERED "AUTOS", INCLUDING THE FOLLOWING COVERAGES, IF PROVIDED BY ENDORSEMENT:

- a. "PERSONAL INJURY" LIABILITY COVERAGE;
- b. "PERSONAL AND ADVERTISING INJURY" LIABILITY COVERAGE;
- c. HOST LIQUOR LIABILITY COVERAGE;
- d. FIRE LEGAL LIABILITY COVERAGE;
- e. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE;
- f. NON-OWNED WATERCRAFT COVERAGE;
- g. BROAD FORM PRODUCTS COVERAGE.

DAMAGES PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS".

SUBJECT TO THE ABOVE, THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ALL "BODILY INJURY" AND "PROPERTY DAMAGE" RESULTING FROM ANY ONE "ACCIDENT" IS THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

The first two paragraphs of the **Limit Of Insurance – "Garage Operations" – Covered "Autos"** Provision in **Section II – Liability Coverage** in the Garage Coverage Form are replaced by the following:

2. LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS"

FOR "ACCIDENTS" RESULTING FROM "GARAGE OPERATIONS" INVOLVING THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" INVOLVING A COVERED "AUTO" IS THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS".

The **Limit Of Insurance** Provision in the Auto Medical Payments Coverage Endorsement is replaced by the following:

D. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH "INSURED" INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF AUTO MEDICAL PAYMENTS SHOWN IN THE DECLARATIONS.

Paragraph 1. of the **Limit Of Insurance And Deductible** Provision in the Garagekeepers Coverage Endorsement is replaced by the following:

D. LIMIT OF INSURANCE AND DEDUCTIBLE

1. REGARDLESS OF THE NUMBER OF "CUSTOMER'S AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR "LOSS" AT EACH LOCATION IS THE GARAGEKEEPERS COVERAGE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR THAT LOCATION MINUS THE APPLICABLE DEDUCTIBLES FOR "LOSS" CAUSED BY COLLISION: AND

- a. THEFT OR MISCHIEF OR VANDALISM; OR
- b. ALL PERILS.

The **Limit Of Insurance** Provision in the Farm Labor Contractors Endorsement is replaced by the following:

D. LIMIT OF INSURANCE

1. REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE LIMIT OF INSURANCE IS AS FOLLOWS:

- a. THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "BODILY INJURY" TO ANY ONE PERSON CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "BODILY INJURY" LIABILITY SHOWN IN THE DECLARATIONS FOR "EACH PERSON".
- b. SUBJECT TO THE LIMIT FOR "EACH PERSON", THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "BODILY INJURY" CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "BODILY INJURY" LIABILITY SHOWN IN THE DECLARATIONS FOR "EACH ACCIDENT".
- c. THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM "PROPERTY DAMAGE" CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF "PROPERTY DAMAGE" LIABILITY SHOWN IN THE DECLARATIONS.

The **Limit Of Insurance** Provision in the Garage Locations and Operations Medical Payments Insurance Endorsement is replaced by the following:

C. LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF PERSONS WHO SUSTAIN "BODILY INJURY", PREMIUMS PAID, OR CLAIMS MADE, THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH PERSON INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF MEDICAL PAYMENTS INSURANCE SHOWN IN THE DECLARATIONS.

The following is added to the **Aggregate Limit Of Insurance - "Garage Operations" - Other Than Covered "Autos"** Provision in **Section II - Liability Coverage** for the **Personal Injury Liability Coverage - Garages Endorsement**:

SUBJECT TO THE AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN "AUTO" AND REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR ALL DAMAGES BECAUSE OF ALL "PERSONAL INJURY" SUSTAINED BY ANY ONE PERSON OR ORGANIZATION IS THE PERSONAL INJURY LIMIT OF INSURANCE SHOWN IN THE SCHEDULE OF THE PERSONAL INJURY LIABILITY COVERAGE - GARAGES ENDORSEMENT.

Paragraph 8. of General Condition in the Business Auto Coverage Form, Truckers Coverage Form, and Garage Coverage Form is replaced by the following:

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

IF THIS COVERAGE FORM AND ANY OTHER COVERAGE FORM OR POLICY ISSUED TO YOU BY US OR ANY COMPANY AFFILIATED WITH US APPLY TO THE SAME "ACCIDENT", THE AGGREGATE MAXIMUM LIMIT OF INSURANCE UNDER ALL THE COVERAGE FORMS OR POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE SINGLE VEHICLE LIMIT OF INSURANCE UNDER ANY ONE COVERAGE FORM OR POLICY REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT". THIS CONDITION DOES NOT APPLY TO ANY COVERAGE FORM OR POLICY ISSUED BY US OR AN AFFILIATED COMPANY SPECIFICALLY TO APPLY AS EXCESS INSURANCE OVER THIS COVERAGE FORM.

CAG 1917 0306

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REDUCED LIABILITY LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The following is added to **SECTION II – LIABILITY COVERAGE, C. Limit of Insurance, 2. Limit of Insurance – “Garage Operations” – Covered “Autos”**

The maximum limit of liability afforded by this policy for an “accident” involving an “Insured” driver under the age of twenty-one (21) or anyone operating an “auto” without a proper or valid operator’s license as required by the state in which the “auto” is being operated shall not exceed the basic financial responsibility limit required by the state in which the “accident” occurs.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “accident” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS AND EXCLUSIONS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

A. SECTION II – LIABILITY COVERAGE, B. Exclusions, 10. Racing, is deleted and replaced with the following:

10. Racing

Covered "autos" or sponsoring "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

B. The following are added to SECTION II – LIABILITY COVERAGE, B. Exclusions:

18. Asbestos or Lead

"Bodily injury" or "property damage" arising out of or resulting from the disposal, existence, handling, ingestion, inhalation, removal, sale, storage, transportation or use of:

- a. Asbestos or any material containing asbestos; or
- b. Lead, lead based paint, lead compounds or any material containing lead.

19. Criminal Acts

"Bodily injury" or "property damage" arising out of or resulting from a criminal act committed by or at the direction of any named insured or additional insured.

20. Dogs Or Animals

"Bodily injury" or "property damage" arising out of the ownership, use, custody or control of dogs or any other animal.

21. Towing of Autos

"Bodily injury" or "property damage" arising out of the ownership, operations, maintenance or use of any covered "auto" in your "garage operations" such as a tow truck, car hauler or other service "auto" used to move, tow, haul or carry "autos", unless such covered "auto" is shown in the Schedule of Covered "Autos" in the Supplementary Schedule and designated by Symbol 27 in the GARAGE COVERAGE FORM DECLARATIONS.

22. Punitive, Exemplary Treble Damages or Multipliers of Attorney's Fees

Claims or demands for payment of punitive, exemplary or treble damages whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable; including any multiplier or attorney's fees statutorily awarded to the prevailing party.

23. Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Harmful Materials

- a. "Bodily injury" or "property damage" arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release, or escape of any mold, fungi, lichen, virus, bacteria or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such claims or causes of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria or other living or dead organism or
- b. "Bodily injury" or "property damage" arising out of, caused by, alleging to be contributed to in any way by any toxic, hazardous, noxious, irritating, pathogenic or allergen qualities or characteristics of indoor air regardless of cause or
- c. "Bodily injury" or "property damage" arising out of, caused by, or alleging to be contributed to in any way by any insured's use, sale, installation or removal of any substance, material, or

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other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction.

- d. "Bodily injury" or "property damage" arising out of, caused by, or alleging to be contributed to in any way to toxic or hazardous properties of minerals or other substances.

24. Assault and Battery

1. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or resulting from:
 - (a) any actual, threatened or alleged assault or battery;
 - (b) the failure of any insured or anyone else for whom any insured is or could be held legally liable to prevent or suppress any assault or battery;
 - (c) the failure of any insured or anyone else for whom any insured is or could be held legally liable to render or secure medical treatment necessitated by any assault or battery;
 - (d) the rendering of medical treatment by any insured or anyone else for whom any insured is or could be held legally liable that was necessitated by any assault or battery;
 - (e) the negligent:
 - (i) employment;
 - (ii) investigation;
 - (iii) supervision;
 - (iv) training;
 - (v) retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by 1. (a), (b), (c) or (d) above;
 - (f) any other cause of action or claim arising out of or as a result of 1. (a), (b), (c), (d) or (e) above.
2. We shall have no duty to defend or indemnify any claim, demand, suit, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:
 - (a) any actual or alleged injury arises out of any combination of an assault or battery-related cause and a non-assault or battery-related cause.
 - (b) any actual or alleged injury arises out of a chain of events which includes assault or battery, regardless of whether the assault or battery is the initial precipitating event or a substantial cause of injury.
 - (c) any actual or alleged injury arises out of assault or battery as a concurrent cause of injury, regardless of whether the assault or battery is the proximate cause of injury.
3. For the purposes of this endorsement the words assault and battery are intended to include, but are not limited to, sexual assault.

25. Athletic or Sports Participants

"Bodily injury" to any person while practicing for, participating in or officiating at any sports or athletic contest or exhibition that you sponsor or in which you or your employees or guests participate.

26. Bodily Injury To Independent Contractors

It is agreed that this insurance does not apply to "bodily injury" to any independent contractor or the "employee" of any independent contractor while such independent contractor or their "employee" is working on behalf of any insured.

27. Transfer Of Ownership

"Bodily injury" or "property damage" occurring after possession of an "auto" has been surrendered to another person pursuant to sale, conditional sale, gift, abandonment, or lease.

28. Used Parts

"Bodily injury" or "property damage" arising out of allegedly defective used parts (including used tires) that you sold or installed.

29. Salvage Titled Autos

"Bodily injury" or "property damage" arising out of accidents involving "autos" you sold that have "salvage titles". For purposes of this exclusion, "salvage title" means an "auto" title that was issued after the "auto" was determined to be a total loss.

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30. Refrigerated Truck and Trailer Exclusion

We will not pay your liability for loss or damage, including but not limited to food spoilage, discoloration, bruising, spotting, sourness, decay or decomposition or freezing or thawing, caused by or resulting from the breakdown or malfunction of refrigerated truck or trailer equipment including losses arising out of changes in temperature or extremes of temperature or humidity within any refrigerated trailers.

C. The following are added to SECTION III – GARAGEKEEPERS COVERAGE, B. Exclusions:

3. Lot Protection

We will not pay for "loss" due to theft of a "customer's auto" or any portion of a "customer's auto" when the described premises are closed for business or unattended if:

- a. the lot where the "customer's autos" are located is not protected (all entrances, exits, or openings, and the entire perimeter be surrounded by fences with gates or heavy chains and locks); or
- b. the building where "customer's autos" are located is not protected with locked and secured openings.

4. Towing of Autos

We will not pay for "loss" to a "customer's auto" arising out of the ownership, operation, maintenance or use of any "auto" in your "garage operations", such as a tow truck, car hauler or other service that is used to move, tow, haul or carry any "customer's autos".

5. Auto Repossession

We will not pay for "loss" to an "auto" arising out of any repossession of "autos".

6. Key Restriction

We will not pay for "loss" due to theft or vandalism of a "customer's auto" or any portion of a "customer's auto" if the keys are left in or upon an unattended "auto".

7. Owned, consigned, or any autos held for sale.

We will not pay for "loss" to any "auto" held on consignment or held for sale by any insured.

D. The following are added to SECTION IV – PHYSICAL DAMAGE COVERAGE, B. Exclusions:

7. Theft

We will not pay for "loss" due to theft or conversion of an "auto" or any portion of an "auto" caused in any way by you, your "employees" or by your shareholders.

8. Lot Protection

We will not pay for "loss" due to theft of an "auto" or any portion of an "auto" when the described premises are closed for business or unattended if:

- a. the lot where the "customer's autos" are located is not protected (all entrances, exits, or openings, and the entire perimeter be surrounded by fences with gates or heavy chains and locks); or
- b. the building where "customer's autos" are located is not protected with locked and secured openings.

9. Key Restriction

We will not pay for "loss" due to theft or vandalism of an "auto" or any portion of an "auto" if the keys are left in or upon an unattended "auto".

10. Earthquake, Mudslide or Flood

We will not pay for "loss" caused by an earthquake, mudslide or flood.

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E. SECTION IV – PHYSICAL DAMAGE COVERAGE, D. Deductible, is deleted and replaced with the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations, subject to the following:

1. The deductible shown in the GARAGE COVERAGE FORM DECLARATIONS or any Supplementary Schedule for Comprehensive Coverage or Specified Causes of Loss Coverage for each covered "auto" is subject to all causes of "loss".
2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible for all such "loss" for Comprehensive Coverage or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event.

F. SECTION V – GARAGE CONDITIONS, A. Loss Conditions 4. Loss Payment – Physical Damage Coverage, a. is deleted and replaced by the following:

- a. Pay for, repair or replace damaged or stolen property but payment of a stolen "auto" will be no sooner than 30 days from the date the "auto" was reported stolen to the authorities;

G. SECTION V – GARAGE CONDITIONS, B. General Conditions, 6. Premium Audit is deleted and replaced with the following:

6. Premium Audit

Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. At the close of each audit period (or part thereof terminating with the end of the policy period) we will compute the earned premium for that period. If the earned premium is greater than the advance premium paid, an audit premium is due. Audit premiums are due and payable on notice to the first Named Insured. If the total earned premium for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to further adjustment.

H. SECTION VI – DEFINITIONS, item G, is deleted and replaced with the following:

- G. "Employee" includes a "leased worker" and a "temporary worker" whether paid or acting as a volunteer.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM - ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART - LIVESTOCK COVERAGE FORM
FARM COVERAGE PART - MOBILE AGRICULTURAL MACHINERY
AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss ("loss") or damage in any case of:

1. Concealment or misrepresentation of a material fact; or

2. Fraud;

committed by an insured ("insured") at any time and relating to a claim under this policy.

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EXHIBIT “3”

EXHIBIT “3”



GARAGE APPLICATION

ALL QUESTIONS MUST BE ANSWERED IN FULL, SIGNED AND DATED BY THE APPLICANT.

Broker #: _____ Retailer: The Harris Agency
 Broker: _____ Location: _____
 Location: _____ Phone #: _____

Applicant Name Blue Streak Auto Detailing
 Mailing Address 3675 E. Post Rd Ste B Las Vegas, NV 89120
 Proposed Policy Period 4/1/08 to 4/1/09
 Location #1 Same as mailing
 Location #2 _____

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other _____

Insured's Website Address _____

Inspection and Audit Contact / Phone Number Mike Vasquez / (702) 886-3450

Years in business 1 Years of experience in this field 4

NATURE OF BUSINESS				
DEALER: <input type="checkbox"/> Franchised <input checked="" type="checkbox"/> Non-Franchised				
Please Indicate Percent: _____ Consigned Autos Held for Sale _____ Owned Autos Held for Sale _____ Auto Auctions _____ Wholesale Autos _____ Other (describe) _____				
NON-DEALER: <input type="checkbox"/> Repair Shop <input type="checkbox"/> Gas Station <input type="checkbox"/> Parking Facility <input checked="" type="checkbox"/> Other <u>Detailer/Wash</u>				
UNDERWRITING INFORMATION				
DO YOU:	YES	NO	YES	NO
1. Engage in any other operations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Repossess vehicles for others?	<input type="checkbox"/> <input checked="" type="checkbox"/>
2. Sponsor sporting or social events?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Engage in fuel conversion?	<input type="checkbox"/> <input checked="" type="checkbox"/>
3. Sponsor or own any race cars?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8. Engage in auto pawning?	<input type="checkbox"/> <input checked="" type="checkbox"/>
4. Work on aircraft or airport premises?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Allow customers in the work area?	<input type="checkbox"/> <input checked="" type="checkbox"/>
5. Structurally alter or convert vehicles from their original design?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Own or operate a car crusher or stack salvaged autos more than two high?	<input type="checkbox"/> <input checked="" type="checkbox"/>
EXPLAIN ALL "YES" RESPONSES: _____				

PLEASE INDICATE PERCENTAGE OF THE FOLLOWING TYPE OF AUTOS YOU ARE INVOLVED IN		
	Sales	Repair
Private Passenger Type Including Light & Medium Trucks - New	%	%
Private Passenger Type Including Light & Medium Trucks - Used	%	%
Antique/Classic Cars	%	%
Boats - Other Than Jet Skis	%	%
Jet Skis	%	%
Buses	%	%
Contractors Equipment <i>**include complete list of equipment**</i>	%	%
Farm Equipment	%	%
Emergency or Public Livery	%	%
Heavy Truck (over 26,000 GVW) <i>**supplement required**</i>	%	%
Kit Cars or Other Auto Manufacturing	%	%
Motorcycles, ATVs, Scooters, Snowmobiles <i>**supplement required**</i>	%	%
Mobile Homes	%	%
Recreational Vehicles and Campers <i>**supplement required**</i>	%	%
Semi Trailers	%	%
Trailers - Other than Semi Trailers	%	%
TOTAL	100%	

NON-DEALERS OPERATIONS		
Alarm, Stereo or Navigational System	%	Gasoline Station - Self Service %
Auto Dismantling	%	Impound Yards %
Auto Maintenance or Repair Incl Bedliner	%	Mobile Auto Repair %
Auto Painting with UL approved spray booth	%	Oil/Lube Service %
Auto Painting without UL approved spray booth	%	Parking Lots & Garages (self park) %
Auto Parts (uninstalled) <i>Receipts</i>	%	Tire Dealers - New %
Body Shop	%	Tire Dealers - Used, Retreads or Split Rims %
Butane, Propane or other Liquefied Gas Sales	%	Trailer Hitch Installation or Repair %
Car Wash - Full Service	%	Upholstery %
Convenience Store <i>Receipts</i>	%	Valet Parking <i>**supplement required**</i> %
Detailing / Wash	100 %	Van Conversion %
Driveway Contractor or Wrecker Service	%	Window Tinting %
Frame or Unibody Straightening	%	Windshield Installation/Repair %
Gasoline Station - Full Service	%	Other %

VEHICLE STORAGE & VALUES	
Owned Autos	Non-Owned Autos
How are vehicles stored? <input type="checkbox"/> Standard Lot* <input type="checkbox"/> Building <input type="checkbox"/> Non-Standard Lot* <input type="checkbox"/> Unprotected Lot	How are vehicles stored? <input type="checkbox"/> Standard Lot* <input type="checkbox"/> Building <input type="checkbox"/> Non-Standard Lot* <input type="checkbox"/> Unprotected Lot
Maximum value any one Auto? _____ Maximum number of Autos? _____	Maximum value any one Auto? _____ Maximum number of Autos? _____
<small>*Standard Lot: Standard open lots are open parking storage lots enclosed on all sides by a metal cyclone or equivalent fence not less than six feet in height, or bounded on one or more sides by the wall or walls of a building, with no unprotected openings, and with the exposed sides of the lot enclosed by a metal cyclone or equivalent fence not less than six feet in height, with openings securely locked when unattended. Non-Standard Lot: Any other type of protection or fencing. Unprotected Lots: All Other.</small>	

[illegible]

7. Spouse of Owner, Partner or Officer
8. Children of Owner, Partner or Officer
9. Spouse of any other person furnished an auto
10. Children of any other person furnished an auto
11. Occasional or Contract Driver
12. Other

A = Furnished a covered auto for personal use
B = Uses a covered auto strictly for business use
C = Does not drive a covered auto

THREE-YEAR PRIOR CARRIER AND LOSS HISTORY



If there is no prior insurance, check the box.

If there are no prior losses, check the box.

COVERAGES & LIMITS			
Garage Liability	Auto	Limit of Liability 1,000,000	Each Accident 1000 BI
	Other Than Auto	1,000,000	Each Accident 1000 PD
	Other Than Auto	2,000,000	Aggregate Limit
<input type="checkbox"/> Dealers Open Lot <input type="checkbox"/> Comprehensive <input type="checkbox"/> Specified <input type="checkbox"/> Collision <input type="checkbox"/> False Pretense	Limit of Coverage	Limit Per Location	Deductible Other Than Collision
		Limit Per Auto	Collision
<input type="checkbox"/> Garagekeepers <input type="checkbox"/> Legal Liability <input type="checkbox"/> Direct Excess <input type="checkbox"/> Direct Primary	Limit of Coverage	Limit Per Location	Deductible Other Than Collision
		Limit Per Auto	Collision
<input type="checkbox"/> Comprehensive <input type="checkbox"/> Specified <input type="checkbox"/> Collision	In-Tow Coverage	<input type="checkbox"/> For-Hire <input type="checkbox"/> Not-For-Hire	# of Tow Trucks
	Limit Per Tow Truck		
Medical Payments	Auto	Garage Operations	
<input type="checkbox"/> Broadened Coverage (includes Personal Injury & \$50,000 Fire Legal) <input type="checkbox"/> Fire Legal Liability Limit <input type="checkbox"/> Personal Injury Liability		<input type="checkbox"/> Hired Auto <input type="checkbox"/> Broad Form Products	
<input type="checkbox"/> Additional Insured <input type="checkbox"/> Waiver of Subrogation	Name		
	Address		
	Insurable Interest		
Uninsured Motorists Coverage		Each Accident	Number of Dealer Tags
Underinsured Motorists Coverage		Each Accident	
Personal Injury Protection		Per Statute	
Radius of Pickup & Delivery:	<input checked="" type="checkbox"/> None <input type="checkbox"/> 0-300 Miles <input type="checkbox"/> 301-500 Miles <input type="checkbox"/> 501-1000 Miles <input type="checkbox"/> +1000 Miles		
Dealer's Errors & Omissions:	<input type="checkbox"/> Title E&O <input type="checkbox"/> Federal Odometer E&O	<input type="checkbox"/> Truth In Lending E&O <input type="checkbox"/> Insurance Agents E&O	
<input type="checkbox"/> Scheduled Auto Liability or Physical Damage: Complete the Scheduled Auto Supplement.			

ADDITIONAL INFORMATION

NOTICE: The policy of insurance applied for does not provide coverage as required by Environmental Protection Agency (EPA) 40 CFR Parts 280 and 281 for underground storage tanks nor coverage under CERCLA or similar state or federal environmental act(s). THIS POLICY EXCLUDES ALL COVERAGE FOR POLLUTION. Any person who knowingly and with intent to defraud the Company filing an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. This application shall not be binding unless and until confirmation by the Company of its duly appointed representatives has been given, and that a policy shall be issued and a payment shall be made, and then only as of the commencement date of said policy and in accordance with all terms thereof. The said applicant hereby covenants and agrees that the foregoing statements and answers are a full and true statement of all the facts and circumstances with regard to the risk to be insured, and the same are hereby made the basis and conditions of the insurance and a warranty on the part of the insured.

Witness _____ Date 6/27/2008 Applicant's Signature _____

Page 4 of 4

09/01/07 ed.

Andrew v CSC
CF000038

CSC000038

R.App. 000113

EXHIBIT “4”

EXHIBIT “4”

Pacific Inspections, Inc.		M & C Service	
Request Number: 90753-08	Customer/Account: 591		
Policy Number: CCP502860	Producer: WORLDWIDE FACILITIES, INC.		
Insured: BLUE STREAK AUTO DETAILING	Return Attention: LISETTE GUERRERO		
Applicant/Firm: BLUE STREAK AUTO DETAILING	Person Interviewed: Nike Vasquez, Owner		
Property Address: 3675 E POST ROAD SUITE B LAS VEGAS NV, 89120	Date: Wednesday, July 16, 2008		
Highlights: Insured provides a mobile automobile detailing service in which insured washes, waxes, cleans automobile carpets and interiors as well as degreases engines at the customer's location.			

BUSINESS OPERATION

Type of Business and Trade Name: Mobile Automobile Detailing	Type of Service Performed: Detailing
Years of Experience: 2	Time at this Address: 8780 Wallaby Lane
How long in business? 2	Operating from Commercial or Residential Address? Residential If Commercial Office, Days and Hours Open: (provided address: mailing)
Type License, # and Expiration Date: General Business 2000388.100	Duties of the Executives: Maintain and build customer base as well as provide hands on support for business
Number of Part Time/Full Time Employees (Clerical, Field, ECT.): 2	Any Sub-Contractors Used? No Number?
Sub-Contractors Furnish Certificates of Insurance: N/A	% of Sub-Contracted Work: N/A
Insured Provide Supervision Over Sub-Contractors: N/A	Written Contract Agreement with Sub-Contractors: N/A If Yes, Hold Harmless Clause in Contract:
Warranty Length Sub-Contractors Give Insured: N/A	Radius of Operations: Clark County Nevada
Any Manufacturing or Products Exposure? No	

COMPLETED OPERATIONS

PAST ANNUAL FIGURES FOR THE YEAR OF: 2007 Gross Receipts: 60,000 Clerical Payroll: 7,600 a month Clerical Number of Employees: 1 Field Supervisor Payroll: Field Supervisor Number of Employees: Field Employees Payroll: 1,400 Field Employees Number of Employees: 1 Service Employees Payroll: Service Employees Number of Employees: Number of Active Owners: Owner Payroll at \$33,600 per OCP (Sub-contractor) Costs:	CURRENT ANNUAL FIGURES FOR THE YEAR OF: 2008 Gross Receipts: 100,000 Clerical Payroll: 7,600 Clerical Number of Employees: 1 Field Supervisor Payroll: Field Supervisor Number of Employees: Field Employees Payroll: 1,400 Field Employees Number of Employees: Service Employees Payroll: Service Employees Number of Employees: Number of Active Owners: Owner Payroll at \$33,600 per OCP (Sub-contractor) Costs:
---	---

PREVIOUS INSURANCE

Previous Carrier Product Liability Insurance: N/A	Has Any Company Declined, Cancelled or Refused Insurance: NO
Present Workman's Compensation Carrier: N/A	Any Previous Product Liability Losses? NO If Yes, Describe Fully in Narrative:

JOB SITE OPERATIONS

Describe All Job-Site Operations in Narrative:	
Type of Tools/Equipment: Truck, trailer, generator, pressure	Any Service Vehicle Exposure? No

Andrew v CSC
CF000033

CSC000033

R.App. 000115

EXHIBIT “5”

EXHIBIT “5”

Used: washer, and water tank,	If yes, describe: n/a
Any Installations of Parts? No	Equipment or Tools Left on Job-Site Overnight? No If Yes, Describe Protection: n/a

LOSS CONTROL

Certificates of Insurance Obtained From Vendors? N/A	Certificates Also Obtained From All Contractors: N/A
Insured Named as Additional Insured on all INS. Cert:	

SPECIAL INSTRUCTIONS

Describe exact operations, any past losses and measures taken to prevent recurrence. Amplify any necessary questions from form:

Insured provides a mobile automobile detailing service in which insured washes, waxes, cleans automobile carpets and interiors, as well as degreases engines at the customer's location. The primary tools used to provide mentioned service is a truck, trailer, pressure washer, generator, and water tank. Insured has not incurred any losses. Insured's customers are a combination of individuals, casinos, and construction businesses. Insured and field employee drive company trucks home every night and the trailers and remaining work equipment are stored overnight at Storage One located at 11330 Dean Martin Dr. Las Vegas, NV 89141. The telephone number for Storage One is (702) 737-8889.

Pacific Inspections, Inc.		M & C Service Narrative	
Request Number: 90753-08		Customer/Account: 591	
Policy Number: CCP502869		Producer: WORLDWIDE FACILITIES, INC	
Insured: BLUE STREAK AUTO DETAILING		Return Attention: LISETTE GUERRERO	
Applicant/Firm: BLUE STREAK AUTO DETAILING		Person Interviewed: Mike Vasquez, Owner	
Property Address: 3675 E ROST ROAD SUITE B LAS VEGAS NV, 89120		Date: Wednesday, July 16, 2008	

Business and Operations

The insured is a licensed mobile automobile detailing contractor. The insured specializes in detailing. Insured has 2 part time employees.

The insured has been in business for 2 years, and is reported to have 2 years of experience. The insured operates the business from the insured's residential address. The insured does not use sub contractors. Insured operates the business within Clark County Nevada.

Extra Notes:

Completed Operations

Gross receipts estimated by the insured at \$50,000 for the year of 2007, and the projected figure for 2008 are estimated to be \$100,000.

Extra Notes:

Prior Insurance

Extra Notes:

Past Losses

None reported

Recommendations

There are no recommendations.

EXHIBIT “6”

EXHIBIT “6”

Sent to JJK for assignment NOT A DUPLICATE CALORING 03/27/2009 12:41



Garage Coverage Policy

GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

DATE (MM/DD/YYYY)

3/26/2009

AGENCY PHONE (A/C, No, Ext): (702) 368-1144 The Harris Agency 5105 S. Durango Drive Suite 100 Las Vegas NV 89113 FAX (A/C, No): (702) 368-1155 E-MAIL ADDRESS: CODE: AGENCY CUSTOMER ID: 00001979	NOTICE OF OCCURRENCE NOTICE OF CLAIM EFFECTIVE DATE 6/27/2008 EXPIRATION DATE 6/27/2009 X POLICY TYPE OCCURRENCE CLAIMS MADE COMPANY Century Surety Company NAIC CODE: POLICY NUMBER CCP502869	DATE OF OCCURRENCE AND TIME 3/26/2009 12:00 X AM DATE OF CLAIM 3/26/2009 PM PREVIOUSLY REPORTED YES NO RETRACTIVE DATE	MISCELLANEOUS INFO (Site & location code) 03/30/2009 06:33 JJKARP New loss - assign to Charles
INSURED NAME AND ADDRESS Blue Streak Auto Detailing, LLC 3675 E. Post Road, Suite B Las Vegas NV 89120 RESIDENCE PHONE (A/C, No) BUSINESS PHONE (A/C, No, Ext) (702) 286-8450 CELL PHONE (A/C, No) E-MAIL ADDRESS mav7778@yahoo.com	CONTACT NAME AND ADDRESS MICHAEL VASQUEZ CONTACT INSURED	WHEN TO CONTACT	

OCCURRENCE

LOCATION OF OCCURRENCE (Include city & state)	AUTHORITY CONTACTED
DESCRIPTION OF OCCURRENCE (Use separate sheet, if necessary)	

POLICY INFORMATION

COVERAGE PARTY OR FORMS (insert form #s and edition dates)	GENERAL AGGREGATE	PROD/COMP OP AGG	PERS & ADVINJ	EACH OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE	PD	BI
UMBRELLA/EXCESS	UMBRELLA	EXCESS	CARRIER	LIMITS	AGGR	PER CLAIM/ACC	SIR/DER		

TYPE OF LIABILITY

PREMISES: INSURED IS OWNER TENANT OTHER	TYPE OF PREMISES
OWNER'S NAME & ADDRESS (If not insured)	OWNER'S PHONE (A/C, No, Ext)
PRODUCTS: INSURED IS MANUFACTURER VENDOR OTHER	TYPE OF PRODUCT
MANUFACTURER'S NAME & ADDRESS (If not insured)	MANUFACTURER'S PHONE (A/C, No, Ext)
WHERE CAN PRODUCT BE SEEN?	
OTHER LIABILITY INCLUDING COMPLETED OPERATIONS (Explain)	

INJURED/PROPERTY DAMAGED

NAME & ADDRESS (Injured/Owner) RYAN TERRY PRETNER 660 RODDENBERRY ST LAS VEGAS NV 89123	PHONE (A/C, No, Ext)
AGE SEX OCCUPATION EMPLOYER'S NAME & ADDRESS	PHONE (A/C, No, Ext)
DESCRIBE INJURY FATALITY SEVERE HEAD INJURY	WHERE TAKEN UMS
WHAT WAS INJURED DURING? RIDING A BIKE	
DESCRIBE PROPERTY (Type, model, etc.)	ESTIMATE AMOUNT WHERE CAN PROPERTY BE SEEN?
WHEN CAN PROPERTY BE SEEN?	

WITNESSES

NAME & ADDRESS	BUSINESS PHONE (A/C, No, Ext)	RESIDENCE PHONE (A/C, No)

REMARKS

INSURED IS AWARE THAT THERE IS NO COVERAGE FOR THIS LOSS. INSURED IS LOOKING FOR A DENIAL LETTER FROM

REPORTED BY MICHAEL VASQUEZ	REPORTED TO JACKIE DAVIS	SIGNATURE OF INSURED	SIGNATURE OF PRODUCER
--------------------------------	-----------------------------	----------------------	-----------------------

ACORD 3 (2007/01)
INS003 (2007/01) 01

Page 1 of 2

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Andrew v CSC
CF000007

CSC000007

R.App. 000119

Applicable In Arizona

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, Delaware, District of Columbia, Kentucky, Louisiana, Maine, Michigan, New Jersey, New Mexico, New York, North Dakota, Pennsylvania, South Dakota, Tennessee, Texas, Virginia, Washington and West Virginia

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In DC, LA, ME, TN, VA and WA, insurance benefits may also be denied.

Applicable in California

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida and Idaho

Any person who Knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.*

* In Florida - Third Degree Felony

Applicable in Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

EXHIBIT “7”

EXHIBIT “7”

Charles Holland

From: Jim Karp
Sent: Tuesday, March 31, 2009 2:25 PM
To: Charles Holland
Subject: FW: ROR 61367

Importance: High

Charles - as we discussed, we will investigate this under ROR. I changed your letter accordingly. All you need to do to the letter is fill in the contact information for the I/A you assign, and then the letter is approved.

Please make sure that your i/a takes a very detailed statement from the insured as to the exact reason for his trip. Where was he going? Why? Did he have any other purpose in driving at the time of loss? Specifically, did the purpose of his trip in any way relate to the business operations of Blue Streak Auto Detailing?

Please have the i/a also obtain a copy of the title or registration of the vehicle Mr. Vasquez was driving.

Finally, please have the I/A determine what kind of business the named insured operates, i.e., a sole proprietorship, corporation, LLC, etc.

Let me know if you have any questions or want to discuss. Thanks.

Jim

From: Marjorie Kilwine
Sent: Monday, March 30, 2009 1:49 PM
To: Jim Karp
Cc: Charles Holland
Subject: RE: Disclaimer 61367



061367
Disclaimer-Owned Auto

Margie Kilwine
mkilwine@centurysurety.com
602-216-6597
800-840-0265

From: Charles Holland
Sent: Monday, March 30, 2009 12:23 PM
To: Claims Transcription
Subject: Disclaimer 61367

Enclosed is letter on subject, please indent coverage and proof. Then to Mr. Karp for approval.

<< File: 61367 (Disclaimer-Owned Auto) Blue Streak(30Mar09).doc >>

EXHIBIT “8”

EXHIBIT “8”

Subject: 01061367 ;

Drawer: CLM
FileNo: 01061367

Mike,

Detailed statement of insured please cover the following, what is Blue Streak, a sole proprietorship, a corp, or what. Who is the business license made out to? Ask Mike Vasquez to detail his afternoon, when did he finish work, where did he go, did he see cyclist? Was it dark(I think it was)? On the errands or shopping, have him detail what he was doing, who he was shopping for, was there ANY business errand or shopping, don't ask him that but to conclude that part, "so this was all personal, no business?" might be a good question. Call if questions.

Charles C. Holland, Jr., CIC
(800) 840-0062

This email has been scanned by the MessageLabs Email Security System.

04/09/2009

CSC000063

Andrew v CSC
CF000063

R.App. 000124

EXHIBIT “9”

EXHIBIT “9”

06/02/2009 11:26 AM 95613_51405

61367
New Doc
CCH

LAW OFFICE OF
SYLVIA L. ESPARZA

3340 E. PEPPER LANE, SUITE 105 • LAS VEGAS, NV 89120 • TEL (702) 853-0233 • FAX (702) 853-0234

May 26, 2009

Charles C. Holland, Jr., CIC
Senior Claims Examiner
Century Insurance Group
4722 N. 24th Street, Suite 200
Phoenix, AZ 85016

Re: Your Insured: Michael Vasquez/ Blue Streak Auto Detailing
My client: Lee Pretner/Ryan T. Pretner
Date of Loss: 01/12/2009
Your Claim Number: 01 061367

Dear Mr. Holland,

This office represents Lee Pretner, Guardian for Ryan T. Pretner in regards to the above referenced accident. Our investigation indicates that this accident was caused by your insured's negligence.

Ryan T. Pretner has treated with the following providers:

University Medical Center
1800 W. Charleston Boulevard
Las Vegas, NV 89102

Kindred Hospital - Las Vegas at Desert Springs Hospital
2075 E. Flamingo Road, Fifth Floor
Las Vegas, NV 89119

Craig Hospital
3425 S. Clarkson Street
Englewood, Colorado 80113

RECEIVED
JUN 02 2009
SCANNING DEPT

At this time, we enclose a medical authorization and urge you to use the same in your investigation of this claim. Mr. Pretner is willing to enter into a settlement agreement containing a covenant not to execute in favor of your insured for the policy limits provided that you have the same in my office within two weeks together with proof that those are the only funds available to provide compensation to my client for this incident. Acceptance of this offer is contingent upon compliance with all terms of the offer. All terms of this offer are material. Should you need anything with regards to this claim please do not hesitate to contact me so that we can accommodate you.

Sincerely,


Sylvia L. Esparza, Esq.

SLE

Encls.

Andrew v CSC
CF000066

CSC000066

R.App. 000126

EXHIBIT “10”

EXHIBIT “10”



June 5, 2009

VIA CERTIFIED and REGULAR MAIL
7171 1234 5650 2001 9053

Michael Vasquez
Blue Streak Auto Detailing
3675 E Post Road, Suite B
Las Vegas, NV 89120

Re: Insured: Blue Streak Auto Detailing
Claimant: Ryan Terry Pretner
Policy No.: CCP502869
Date of Loss: March 26, 2009
Claim No.: 01-061367

Dear Mr. Vasquez:

I write on behalf of Century Surety Company ("Century") regarding the above-referenced claim filed through your agent, The Harris Agency. We have concluded our investigation.

The facts, as we understand them from your report and the attachments you supplied, and local investigation, are that you were running personal errands and shopping in your personal pickup, a 2007 Ford F150, on St. Rose Blvd., when the mirror on your pickup collided with the claimant's helmet. The claimant was riding his bicycle at about 5:22PM on the above-referenced date, Sunset is listed as 4:47PM. This incident occurred in Henderson, Nevada, the city in which you live. We understand your vehicle is covered for liability by Progressive Insurance.

For the reasons detailed below, we are disclaiming coverage as the vehicle involved was not being used in your business, you were not doing "Auto Detailing and Washing" when the accident occurred, and the vehicle is not a covered "auto" under the policy.

Your Garage Insurance policy is provided by Century under policy number CCP502869, effective June 27, 2008 to June 27, 2009. Your liability limits for "bodily injury" and "property damage" are \$1,000,000 for each accident. You have a liability deductible of \$1,000 for each claim.

Please review Garage Coverage Form, CA 0005 (10/01), where you will note the following policy language:

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

Charles C. Holland, Jr., CIO
Senior Claims Examiner
cholland@centurysurety.com | 800-840-0062
Mailing Address: P.O. Box 163340 Columbus, Ohio 43216-3340
Physical Address: 23733 N. Scottsdale Rd., Suite 100, Scottsdale, AZ 85255
Phone: 886-651-6424 Fax: 614-895-7040 Website: www.centurysurety.com

Andrew v CSC
CF000077

CSC000077

R.App. 000128

Michael Vasquez
 Blue Streak Auto Detailing
 June 5, 2009
 Page 2 of 4

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
29	Non-Owned "Autos" Used In Your Garage Business Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households while used in your garage business.

SECTION II – LIABILITY COVERAGE

A. Coverage

* * *

2. "Garage Operations" – Covered "Autos"

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance – "Garage Operations" – Covered "Autos" has been exhausted by payment of judgments or settlements.

SECTION VI – DEFINITIONS

B. "Auto" means a land motor vehicle, "trailer" or semitrailer.

H. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

Please note that your Ford F 150 would not be considered a covered "auto" as described by Symbol 29 above because it was not being used in your garage business at the time of the accident. Moreover, your policy only responds to claims arising out of your "garage operations", and since you were not engaged in any activities related to your business at the time of the accident, coverage is further precluded.

Michael Vasquez
Blue Streak Auto Detailing
June 5, 2009
Page 3 of 4

Based upon the foregoing, Century Surety Company disclaims all coverage under the policy.

Please be advised that we reserve all rights under the policy and applicable state laws of Nevada to review any additional claims, amendments to this claim, or lawsuits filed in connection with this matter, to make a separate determination as to whether a defense, or indemnity, might be provided by the Company. It is possible that we might provide a defense, or indemnity, on a new claim or lawsuit. Our decision on coverage is based on the information supplied to date and should not be construed as applicable to a new claim or lawsuit. Our right to have notice of either situation is reserved, as are the notice conditions of the policy.

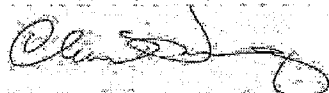
Century Surety Company does not limit its right to assert limitations on coverage to the provisions of the policy set forth above. Rather, it reserves its rights to enforce any and all of the provisions, including policy conditions, contained in the policy. Century Surety Company specifically reserves the right to bring an action to declare the obligations and responsibilities of the parties hereto under the contract of insurance in question, at any time after the date of this letter.

We regret that we could not be of assistance to you in this particular instance, but hope you understand that we must be guided by the language contained in the policy to determine whether or not coverage exists for a particular loss, claim or suit. If you feel that we are incorrect in our assessment of the coverage issues, we will be more than happy to further review this matter.

Should you have any information that is contrary to what is expressed above, or if you have any questions, comments or objections, please contact the undersigned at 602-445-5958.

Sincerely,

CENTURY SURETY COMPANY



Charles C. Holland, Jr., CIC
Senior Claims Examiner

CH/mk

cc: The Harris Agency
5105 South Durango Dr., Suite 100
Las Vegas, NV 89113

Heritage General Agency Insurance Services
The Ernst & Young Bldg.
725 S. Figueroa St., 19th Floor
Los Angeles, CA 90017

Michael Vasquez
Blue Streak Auto Detailing
June 5, 2009
Page 4 of 4

**WARNING
(Nevada)**

If a hospital submits to an Insurer the form commonly referred to as the "UB-82," the form must contain or be accompanied by a statement in substantially the following form: "Any person who misrepresents or falsifies essential information requested on this form may, upon conviction, be subject to a fine and imprisonment under state or federal law, or both."

If a person who is licensed to practice one of the health professions regulated by Title 54 of NRS submits to an insurer the form commonly referred to as "HCFA-1500" for a patient who is not covered by any governmental program which offers insurance coverage for health care, the form must be accompanied by a statement in substantially the following form: "Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under state or federal law, or both, and may be subject to civil penalties."

Revised 10/05/05

EXHIBIT “11”

EXHIBIT “11”



June 15, 2009

Sylvia L. Esparza, Esq.
3340 E. Pepper Lane, Suite 105
Las Vegas, NV 89120

RE: Claim No.: 01-061367
Insured: Blue Streak Auto Detailing
Claimant: Ryan Terry Pretner
Date of Loss: March 26, 2009

Dear Ms. Esparza:

We received your letter of May 26, 2009 on June 2, 2009. In response to your letter, enclosed you will find our disclaimer letter to the insured.

Advise should you have any questions or items you wish Century to consider.

Sincerely,

CENTURY INSURANCE

A handwritten signature in black ink, appearing to read 'Charles C. Holland, Jr.', written over the printed name.

Charles C. Holland, Jr., CIC
Senior Claims Examiner

CCH/jt

Enclosure – Copy of Disclaimer dated 6/5/09

Charles C. Holland, Jr., CIC
Senior Claims Examiner
cholland@centurysurety.com | 800-840-0062
Mailing Address: P.O. Box 163340 Columbus, Ohio 43216-3340
Physical Address: 23733 N. Scottsdale Rd., Suite 100, Scottsdale, AZ 85255
Phone: 888-651-6424 Fax: 614-895-7040 Website: www.centurysurety.com

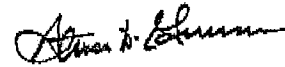
EXHIBIT “12”

EXHIBIT “12”

03/03/2011 13:54 7022280443

PRINCE KEATING LLP

PAGE 04/34

Electronically Filed
01/07/2011 04:28:50 PM

CLERK OF THE COURT

1 COMP
2 DENNIS M. PRINCE
3 Nevada Bar No. 5092
4 PRINCE & KEATING
5 3230 S. Buffalo Drive
6 Suite 108
7 Las Vegas, Nevada 89117
8 (702) 228-6800
9 (702) 228-0443 facsimile
10 DPrince@PrinceKeating.com
11 Attorney for Plaintiff
12 Lee Pretner and Dana Andrew, as
13 Legal Guardians of Ryan T. Pretner;
14 and Ryan T. Pretner, individually

DISTRICT COURT

CLARK COUNTY, NEVADA

12 LEE PRETNER and DANA ANDREW,
13 AS LEGAL GUARDIANS OF RYAN T.
14 PRETNER, an adult ward; and RYAN T.
15 PRETNER, individually,

CASE NO.: A - 11 - 632845 - C
DEPT. NO.: I I I

Plaintiffs,

COMPLAINT

vs.

17 MICHAEL A. VASQUEZ, individually;
18 BLUE STREAK AUTO DETAILING,
19 LLC, a Nevada Limited Liability
20 Company; DOES I through X, inclusive;
21 and ROE BUSINESS ENTITIES I through
22 X, inclusive,

Defendants.

23 Plaintiffs Lee Pretner and Dana Andrew, as legal co-guardians of Ryan T. Pretner, and Ryan
24 T. Pretner, individually, by and through their attorneys, PRINCE & KEATING, for their Complaint
25 against Defendants, Michael A. Vasquez and Blue Streak Auto Detailing, LLC, states, asserts and
26 alleges as follows:
27
28

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
Suite 108
LAS VEGAS, NEVADA 89117
PHONE (702) 228-6800

1

Andrew v CSC
CF000099

CSC000099

R.App. 000135

03/03/2011 13:54 7022280443

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GENERAL ALLEGATIONS

1. At all times relevant herein, Lee Pretner is and was a resident of Clark County, State of Nevada. Lee Pretner is the legal co-guardian of Ryan T. Pretner ("Pretner"), an adult ward.

2. At all times relevant herein, Dana Andrew is and was a resident of Clark County, State of Nevada. Dana Andrew is the legal co-guardian of Ryan T. Pretner, an adult ward.

3. At all times relevant herein, Ryan T. Pretner is and was a resident of Clark County, State of Nevada.

4. Upon information and belief and all times relevant herein, Defendant Michael Vasquez ("Vasquez") is and was a resident of Clark County, State of Nevada.

5. At all times relevant herein, Defendant Blue Streak Auto Detailing, LLC ("Blue Streak") was a limited liability company organized and existing under the laws of the State of Nevada, with its principal place of business in Clark County, State of Nevada. At all times relevant to these proceedings, Vasquez is a principal, officer, director, manager, employee and/or agent of Blue Streak and was in the course and scope of his employment or agency at the time of the events described herein.

6. The true names, identities, and capacities, whether individual, corporate, associate, or otherwise, of DOES I through X, inclusive, and ROE Business Entities I through X, inclusive are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs are informed and believes and upon that basis allege that each of the Defendants designated herein as a DOE/ROE Defendant are responsible in some manner for events and happenings herein referred to and caused damages proximately thereby to Plaintiffs as herein alleged. Plaintiffs further allege that they will ask leave of this Court to amend this Complaint to insert the true names, identities, and capacities of said DOES I through X and/or ROE Business Entities I through X, inclusive when the same have been ascertained by Plaintiff, together with appropriate charging allegations.

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1 7. Vasquez and/or Blue Streak are the owners of a 2007 Ford F-150 operated by
 2 Vasquez at the time of the events which are the subject matter of this Complaint. Vasquez and Blue
 3 Streak used the 2007 Ford F-150 vehicle as an integral part of their business.

4 8. On or about January 12, 2009, Vasquez, while in the course and scope of his business
 5 with Blue Streak, was driving the 2007 Ford F-150 eastbound on St. Rose Parkway in Henderson,
 6 Clark County, Nevada. At all times relevant to these proceedings, Blue Streak and Vasquez operated
 7 a mobile detailing business and traveled upon the streets of Clark County, Nevada.

9 9. On the above date, Pretner was lawfully riding a bicycle and was traveling eastbound
 10 on the paved shoulder of St. Rose Parkway. While Pretner was riding his bicycle lawfully in the
 11 shoulder, Vasquez caused his vehicle to drift into the shoulder occupied by Pretner, causing the
 12 vehicle's right side external mirror to violently strike the helmet worn by Pretner. The collision
 13 caused Pretner to be violently thrown from his bicycle to the ground resulting in serious, catastrophic
 14 injuries and damages as set forth herein.

15
 16 **FIRST CLAIM FOR RELIEF**
 17 **(Negligence)**

18 Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 9 as though
 19 fully set forth herein.

20 10. On or about January 12, 2009, Vasquez had a duty to operate the vehicle in a careful
 21 and prudent manner.

22 11. Vasquez breached this duty when he operated his vehicle in a negligent, careless and
 23 reckless manner when he collided with Pretner, thereby causing damages and serious injuries to
 24 Pretner.

25 12. By reason of the premises and as a direct and proximate result thereof, Pretner
 26 sustained injuries to his head, neck, back, bodily limbs, organs, and systems all or some of which
 27
 28

PRINCE & KEATING
 ATTORNEYS AT LAW
 3130 South Buffalo Drive
 SUITE 108
 LAS VEGAS, NEVADA 89117
 PHONE: (702) 228-6800

3

Andrew v CSC
 CF000101

CSC000101

R.App. 000137

03/03/2011 13:54 7022280443

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PAGE 07/34

1 conditions are permanent and disabling in nature, all to his general damage in a sum in excess of
2 \$10,000.

3 13. That by reason of the premises and as a direct and proximate result of the
4 aforementioned, Pretner was required to and did receive medical and other treatment for his injuries
5 in an expense all to his damage in a sum in excess of \$10,000. Said services, care, and treatment are
6 continuing and shall continue in the future, at a presently unascertainable amount, and Plaintiffs will
7 amend their Complaint accordingly when the same shall be ascertained.

8
9 14. Prior to the injuries complained herein, Pretner was an able bodied person readily and
10 gainfully employed and physically capable of engaging in all other activities for which he was
11 otherwise suited.

12
13 15. By reason of the premises and as a direct and proximate result of the Defendants'
14 negligence, Pretner has been required to and did lose time from his employment, continues to and
15 shall continue to be limited in each of his activities and occupations which has caused and shall
16 continue to cause Pretner loss of earnings and earning capacity to Pretner's damage in a presently
17 unascertainable amount. In this regard, Plaintiffs will seek leave of this Court to insert said amount
18 when the same shall be fully ascertained.

19
20 16. Plaintiffs have been compelled to retain the services of an attorney to prosecute this
21 action and are therefore entitled to reasonable attorney's fees and costs incurred herein.

22 **SECOND CLAIM FOR RELIEF**
23 **(Negligence Per Se)**

24 Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 16, as though
25 fully set forth herein.

26 17. Vasquez had a duty to operate his vehicle in accordance with the traffic laws of the
27 State of Nevada.
28

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Suite 108
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1 18. Vasequez violated the laws of the State of Nevada by operating his vehicle while in a
2 negligent, careless and reckless manner, when he failed to maintain his travel lane and collided with
3 Pretner, thereby causing damages and serious injuries to Pretner. Thus, Vasequez is negligent per se.

4 19. By reason of the premises and as a direct and proximate result thereof, Pretner
5 sustained injuries to his head, neck, back, bodily limbs, organs, and systems all or some of which
6 conditions are permanent and disabling in nature, all to his general damage in a sum in excess of
7 \$10,000.
8

9 20. By reason of the premises and as a direct and proximate result of the aforementioned,
10 Pretner was required to and did receive medical and other treatment for his injuries in an expense all
11 to his damage in a sum in excess of \$10,000. Said services, care, and treatment are continuing and
12 shall continue in the future, at a presently unascertainable amount, and Plaintiffs will amend their
13 Complaint accordingly when the same shall be ascertained.
14

15 21. Prior to the injuries complained herein, Pretner was an able bodied person readily and
16 gainfully employed and physically capable of engaging in all other activities for which he was
17 otherwise suited.
18

19 22. By reason of the premises and as a direct and proximate result of the Defendants'
20 negligence, Pretner has been required to and did lose time from his employment, continues to and
21 shall continue to be limited in each of his activities and occupations which has caused and shall
22 continue to cause Pretner loss of earnings and earning capacity to Pretner's damage in a presently
23 unascertainable amount. In this regard, Plaintiffs will seek leave of this Court to insert said amount
24 when the same shall be fully ascertained.
25

26 23. Plaintiffs have been compelled to retain the services of an attorney to prosecute this
27 action and are therefore entitled to reasonable attorney's fees and costs incurred herein.
28

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THIRD CLAIM FOR RELIEF
(Negligent Entrustment)

Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 23 as if fully set forth herein.

24. Blue Streak entrusted said vehicle to Vasquez when they allowed him to drive said vehicle.

25. Blue Streak knew or should have known that Vasquez lacked the skill and necessary training in operating a motor vehicle entrusted to him. As such, Blue Streak knew or should have known of the significant hazards arising from the operation of said motor vehicle on public streets.

26. Blue Streak knew or should have known that the entrustment of said vehicle to Vasquez would inflict damage to persons and property using public streets, including Pretner.

27. Blue Streak had a duty to only entrust said vehicle to qualified and competent drivers.

28. Blue Streak breached this duty when they entrusted the vehicle to Vasquez.

29. By reasons of the premises and as a direct and proximate result thereof, Pretner, sustained injuries to his head, neck, back, bodily limbs, organs, and systems all or some of which conditions are permanent and disabling in nature, all to her general damage in a sum in excess of \$10,000.

30. By reasons of the premises and as a direct and proximate result of the aforementioned, Pretner was required to and did receive medical and other treatment for his injuries received in an expense all to his damage in a sum in excess of \$10,000. Said services, care, and treatment are continuing and shall continue in the future, at a presently unascertainable amount, and Plaintiffs will amend their Complaint accordingly when the same shall be ascertained.

31. Prior to the injuries complained herein, Pretner was an able bodied person readily and gainfully employed and physically capable of engaging in all other activities for which he was

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 SUITE 100
 LAS VEGAS, NEVADA 89117
 PHONE: (702) 228-6800

03/03/2011 13:54 7022280443

PRINCE KEATING LLP

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1 otherwise suited.

2 32. By reason of the premises and as a direct and proximate result of the Defendants'
3 negligence, Pretner has been required to and did lose time from his employment, continues to and
4 shall continue to be limited in each of his activities and occupations which has caused and shall
5 continue to cause Pretner loss of earnings and earning capacity to Pretner's damages in a presently
6 unascertainable amount. In this regard Plaintiffs ask leave of this Court to insert said amount when
7 the same shall be fully ascertained.
8

9 33. Plaintiffs have been compelled to retain the services of an attorney to prosecute this
10 action and are therefore entitled to reasonable attorney's fees and costs incurred herein.
11

12 **FOURTH CLAIM FOR RELIEF**
13 **(Respondent Superior)**

14 Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 23, as though
15 fully set forth herein.

16 34. Blue Streak entrusted said vehicle to Vasquez in order to generate income and profits
17 for Blue Streak.

18 35. At all times relevant, Vasquez was an employee or agent of Blue Streak and under the
19 supervision and control of Blue Streak.

20 36. At all times relevant herein, Vasquez was acting within the scope and course of his
21 employment and/or agency with Blue Streak.
22

23 37. With the full consent, knowledge and approval of Blue Streak, Vasquez was allowed
24 to operate their vehicle on public roads.

25 38. By reasons of the premises and as a direct and proximate result thereof, Pretner,
26 sustained injuries to his head, neck, back, bodily limbs, organs, and systems all or some of which
27 conditions are permanent and disabling in nature, all to his general damage in a sum in excess of
28

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PAGE 11/34

1 \$10,000.

2 39. By reasons of the premises and as a direct and proximate result of the aforementioned,
 3 Pretner was required to and did receive medical and other treatment for his injuries in an expense all
 4 to his damage in a sum in excess of \$10,000. Said services, care, and treatment are continuing and
 5 shall continue in the future, at a presently unascertainable amount, and Plaintiffs will amend their
 6 Complaint accordingly when the same shall be ascertained.

7
 8 40. Prior to the injuries complained herein, Pretner was an able bodied person readily and
 9 gainfully employed and physically capable of engaging in all other activities for which he was
 10 otherwise suited.

11 41. By reason of the premises and as a direct and proximate result of the Defendants'
 12 negligence, Pretner has been required to and did lose time from his employment, continues to and
 13 shall continue to be limited in each of his activities and occupations which has caused and shall
 14 continue to cause Pretner loss of earnings and earning capacity to Pretner's damage in a presently
 15 unascertainable amount. In this regard, Plaintiffs will seek leave of this Court to insert said amount
 16 when the same shall be fully ascertained.

17
 18 42. Pretner has been compelled to retain the services of an attorney to prosecute this
 19 action and Plaintiffs are therefore entitled to reasonable attorney's fees and costs incurred herein.

21 ...

22 ...

23 ...

24 ...

25 ...

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27 ...

28 ...

PRINCE & KEATING
 ATTORNEYS AT LAW
 3230 South Buffalo Drive
 Suite 108
 Las Vegas, Nevada 89117
 Phone: (702) 228-6800

03/03/2011 13:54

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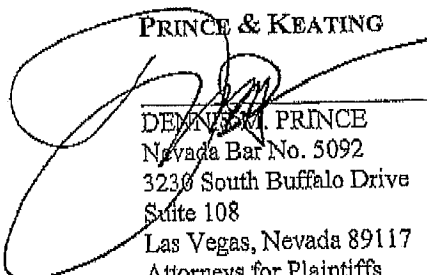
PAGE 12/34

1 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, on all
 2 claims for relief as follows:

- 3 1. General damages in excess of \$10,000;
- 4 2. Special damages in excess of \$10,000;
- 5 3. Costs of suit incurred including reasonable attorney's fees;
- 6 4. For such other relief as the Court deems just and proper.

7
 8 DATED this 5 day of January, 2011.

9 PRINCE & KEATING

10
 11 
 12 DEMETRIUS M. PRINCE
 13 Nevada Bar No. 5092
 14 3230 South Buffalo Drive
 15 Suite 108
 16 Las Vegas, Nevada 89117
 17 Attorneys for Plaintiffs
 18 Lee Pretner and Dana Andrew, as
 19 Legal Guardians of Ryan T. Pretner;
 20 and Ryan T. Pretner, individually

21
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 PRINCE & KEATING
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9

Andrew v CSC
 CF000107

CSC000107

R.App. 000143

EXHIBIT “13”

EXHIBIT “13”

03/03/2011 13:54 7022280443

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PAGE 01/34

Existing Claim/New Suit
Tasked to Charles/Jim/John/Daniel/Processing:
03/04/2011 09:35 CALORING

03/04/2011
07:42 JJKARP
Daniel - recommend transfer to the
litigation unit.

PRINCE & KEATING
3230 South Buffalo Drive
Suite 100
Las Vegas, NV
(702) 228-0000
(702) 228-0000

Please assign to Lisa Henderson
and set diaries for her and me.

DLMAYER 03/04/2011

FACSIMILE COVER SHEET

TO: Charles C. Holland

FAX NO.: (614) 895-7040

FROM: Dennis M. Prince, Esq.

DATE: March 3, 2011

RE: Ryan T. Pretner

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 29

MESSAGE: Please see attached.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (702) 228-6800 AND
ASK FOR LISA LEE.

ORIGINAL WILL BE SENT VIA:

☐ MAIL ☐ OVERNIGHT COURIER ☐ RUNNER

☒ ORIGINAL WILL NOT BE SENT

This message is intended only for the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone. Thank you.

Andrew v CSC
CF000096

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R.App. 000145

03/03/2011 13:54 7022280443

PRINCE KEATING L

/34

PRINCE & KEATING
ATTORNEYS AT LAW
3230 SOUTH BUFFALO DRIVE, SUITE 105
LAS VEGAS, NEVADA 89112
TELEPHONE (702) 228-6800
FACSIMILE (702) 228-0443
WWW.PRINCEKEATING.COM

Please send a complete
copy of the policy to
attorney Dennis Prince
at Prince & Keating.
Thanks,
Lisa

Reply To: Dennis M. Prince
Email: DPrince@PrinceKeating.com

Completed: JMBUSSAR 03/08/2011 14:27

March 3, 2011

VIA FACSIMILE (614) 895-7040

Charles C. Holland
Senior Claims Handler
Century Insurance Company
P.O. Box 163340
Columbus, Ohio 43216-3340

RE: Our Client : Ryan T. Pretner
Your Insured : Blue Streak Auto Detailing, Inc.
Claim No. : 01-061367
Date of Loss : 01/12/09

Dear Mr. Holland:

Please be advised that this firm has been retained to represent the interests of Ryan T. Pretner in connection with the above-referenced motor vehicle accident. Please direct all future communication to this office.

As you know, this claim arises from a motor vehicle accident which occurred on January 12, 2009. Your insured, Michael Vasquez, struck Mr. Pretner with the side view mirror of his truck while Mr. Pretner was riding his bicycle. Mr. Pretner was violently thrown from his bike, and sustained catastrophic injuries. To date, Mr. Pretner continues to receive rehabilitative treatment for his injuries. Mr. Vasquez was cited for causing the accident. We are enclosing the Traffic Accident Report for your reference.

Mr. Vasquez maintained automobile insurance with liability limits of \$100,000/\$300,000 with Progressive Casualty Insurance Company on the date of loss. Progressive has tendered their policy of insurance, but we are not in a position to accept this policy and release Mr. Vasquez until this claim is resolved as it relates to any other available insurance policy. We have been advised that Blue Streak Auto Detailing maintained a garage policy which was in effect at the time of the accident under which you have denied coverage. Our legal research indicates coverage exists under your policy. Please provide a certified copy of the garage policy for our review.

Andrew v CSC
CF000097

CSC000097

R.App. 000146

03/03/2011 13:54 7022280443

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PAGE 03/34

Century Insurance Company
March 3, 2011
Page 2

As a result of the catastrophic injuries sustained in this accident, Mr. Pretner has incurred past medical expenses in excess of \$2,600,000. We are in the process of gathering Mr. Pretner's medical records and bills.

Also, we have filed a Complaint with the District Court to preserve the statute of limitations in this matter. A copy of the complaint is enclosed for your review. We are not serving the Complaint at this time so as to give you an opportunity to resolve this claim. We will be forwarding to you a demand under separate cover in the near future.

Should you have any questions, please feel free to contact me.

Sincerely,

PRINCE & KEATING

Dennis M. Prince.

DMP:lm1
enclosures

cc: Dana Andrew

Andrew v CSC
CF000098

CSC000098

R.App. 000147

EXHIBIT “14”

EXHIBIT “14”

To: dprince@princekeating.com;
From: LMHENDER
Cc:
Bcc:
Subject: 01061367 BLUE STREAK AUTO DETAILING
Date/Time Sent: 03/07/2011 2:58 PM

=====BEGINNING OF MESSAGE=====

Drawer: CLM
FileNo: 01061367

Mr. Prince,
I am the claims attorney assigned to handle this claim by your clients against Blue Streak Auto Detailing. Regarding your request for a full copy of the policy, Century cannot disclose any policy information without the written consent of the named insured. I am contacting the named insured to see if I can obtain permission to disclose. I will advise you if I receive permission.

Thank you,

Lisa

Lisa M. Henderson

Claims Attorney

Century Insurance

A Subsidiary of Meadowbrook Insurance Group

23733 N. Scottsdale Road, Ste. 100

Scottsdale, Arizona 85255

(602) 216-6589 Direct

(800) 840-0463 Toll Free

(614) 895-7040 Fax

LHenderson@centurysurety.com

=====END OF MESSAGE=====

Attached Files:
IR110000.pdf

EXHIBIT “15”

EXHIBIT “15”



Ameritrust Insurance Corporation • Century Surety Company • ProCentury Insurance Company • Star Insurance Company • Savers Property & Casualty Insurance Company • Williamsburg National Insurance Company

March 8, 2011

VIA REGULAR MAIL AND EMAIL mav7778@yahoo.com

Michael Vasquez
Blue Streak Auto Detailing
3675 E. Post Road, Suite B
Las Vegas, NV 89120

Michael Vasquez
Blue Streak Auto Detailing
1886 Via Ferenz
Henderson, NV 89044

Re: Ryan Pretner, et. al. v. Michael Vasquez and Blue Streak Auto Detailing, LLC

Named Insured: Blue Streak Auto Detailing
Policy No.: CCP502869
Effective Dates: 06-27-08 to 06-27-09
Date of Loss: January 12, 2009
Claim No.: 01-061367

Dear Mr. Vasquez:

I am an in-house claims attorney for Meadowbrook Claim Services assigned to oversee this claim on behalf of Century Surety Company ("Century"). As you are aware, Mr. Pretner has filed a lawsuit against you and Blue Streak Auto Detailing.

The attorney for Mr. Pretner has requested a complete copy of Blue Streak Auto Detailing's policy with Century. Century cannot give this attorney a copy of the policy without your written consent. Please advise in writing if you will allow us to give a copy of the policy to Mr. Pretner's attorney. Please either fax me a note giving written permission to 614-895-7040 or send an email letting me know if I have permission to disclose the policy to lhenderson@centurysurety.com.

Should you wish to discuss this matter, please do not hesitate to contact me at 602-216-6589.

Very truly yours,

CENTURY SURETY COMPANY

A handwritten signature in dark ink, appearing to read 'Lisa M. Henderson', is written over a rectangular area with a light gray dot grid pattern.

Lisa M. Henderson
Claims Attorney

LMH/mk

Lisa Henderson
Claims Attorney
LHenderson@centurysurety.com | 800-840-0463
Mailing Address: P.O. Box 163340 Columbus, Ohio 43216-3340
Physical Address: 23733 N. Scottsdale Rd., Suite 100, Scottsdale, AZ 85255
Phone: 888-651-6424 Fax: 614-895-7040 Website: www.centurysurety.com

Andrew v CSC
CF000132

CSC000132

R.App. 000151

EXHIBIT “16”

EXHIBIT “16”

Lisa Henderson

From: Marjorie Kilwine
Sent: Tuesday, March 08, 2011 11:42 AM
To: Lisa Henderson
Subject: FW: 01061367 BLUE STREAK AUTO DETAILING

From: Mike Vasquez [mailto:mav7778@yahoo.com]
Sent: Tuesday, March 08, 2011 11:28 AM
To: Marjorie Kilwine
Subject: Re: 01061367 BLUE STREAK AUTO DETAILING

Yes I Michael Vasquez give you permission to disclose policy. To Mr. Printner's attorney.

Thank you for your business,

Mike Vasquez
Owner
Blue Streak Auto Detailing
(702)286-8450

President
Pristine House Cleaning
(702)755-2107

Mobiledetailinglasvegas.net
Pristinehousecleaning.com

On Mar 8, 2011, at 9:22 AM, Marjorie Kilwine <MKilwine@centurysurety.com> wrote:

Drawer: CLM
FileNo: 01061367

Correspondence from Lisa Henderson
LHenderson@centurysurety.com

<IR_Ltr_to_Insd_req_permission_to_disclose_policy110001.pdf>

03/08/2011

CSC000136

Andrew v CSC
CF000136

R.App. 000153

EXHIBIT “17”

EXHIBIT “17”

To: DPrince@princekeating.com;
From: JMBUSSAR
Cc:
Bcc:
Subject: 01061367 BLUE STREAK AUTO DETAILING
Date/Time Sent: 3/8/2011 2:27 PM

=====BEGINNING OF MESSAGE=====

Hello Dennis,

Please see the attached complete policy of CCP502869 Blue Streak Auto Detailing.

Thank you,

Jen Bussard
Claims Processing Specialist
614-543-7749
jbussard@centurysurety.com

=====END OF MESSAGE=====

Attached Files:
IR110000.pdf

EXHIBIT “18”

EXHIBIT “18”

consulted with an atty on a per hour basis. Also spoke to Vince Johnson of Progressive, who have tendered their \$100K limits.
PC states can't accept the tender of Progressive until they find out coverage on our insured's policy with Century. PC believes there is coverage and asking for reconsideration. Filed complaint b/c near SOL.

Litigation Status (Suit Against Insured or Coverage) on 3/7/2011 by Lisa Henderson

Suit filed January 7, 2011 in District Court Clark County, Nevada by Lee Pretner and Dana Andrew (his sister) as legal guardians of Ryan T. Pretner an adult ward and Ryan T. Pretner, individually against Michael A. Vasquez and Blue Streak Auto Detailing LLC. Apparent service March 3, 2011.

Facts/Loss Description on 3/7/2011 by Lisa Henderson

Insured was running personal errands and shopping at 5:22pm, sunset was 4:47pm. Mirror on the right side collided with the helmet of the bicycle rider.

According to the complaint, on January 12, 2009, the insured Michael Vasquez struck Ryan Pretner with the side view mirror of his truck while Pretner was riding his bike. Pretner was thrown from the bike and sustained "catastrophic" injuries. Insured was driving 2007 Ford F-150 which complaint alleges insured was using for business purpose for Blue Streak business of mobile detailing. Pretner alleges he and insured truck were both traveling east on St. Rose Parkway on paved shoulder of road when Vasquez drifted into the shoulder and struck him with right side mirror.

Recovery, Contribution or Cost Sharing on 3/7/2011 by Lisa Henderson

\$1000 ded-Ps carrier Progressive has tendered its limits of \$100K.

Reinsurance on 3/7/2011 by Lisa Henderson

This would appear to meet reporting requirements given the amount of meds and alleged catastrophic head injury if there were coverage.

Medicare on 3/7/2011 by Lisa Henderson

We would need this info if there is coverage.

Management on 3/4/2011 by James Karp

Recd suit papers. Sent note to Daniel recommending transfer to the litigation unit.

Management on 6/5/2009 by James Karp

Recd i/a report. Approved disclaimer.

Management on 6/4/2009 by James Karp

Copy of email to Charles: Charles - before I approve this, I would like to review your i/a report, which I assume is on the way? I want to make sure all of the issues in my 3/31/09 CSR comment have been addressed, particularly vehicle ownership and the type of business the insured operates (corporation or sole proprietorship). Please let me know when the report comes in. Thanks.

EXHIBIT “19”

EXHIBIT “19”

40 yr old male who requires his parents to be guardians. Prior to that he is stated to have been in good health and employed.

Coverage Issues & Analysis on 3/7/2011 by Lisa Henderson

Policy in effect for DOL 1/12/09 is CCP502869 eff June 27, 2008 to June 27, 2009. Coverage for accident only if arises out of "garage operations."

Insured operates mobile detailing for autos. Garage Insurance \$1,000,000 coverage, \$1,000 ded, Symbol 29

Coverage Issue: Symbol 29 is non-owned "autos". Insured owns this auto, it is his personal auto.

Complaint alleges count of negligence, negligence per se, negligent entrustment, respondeat superior. Insured admitted in i/a statement and police report that he was on personal errand, going from his home to his uncle's house at time he hit P. No coverage for personal use related accident.

Resolution/Action Plan on 3/7/2011 by Lisa Henderson

This claim was initially investigated under and ROR after which a disclaimer was sent as the insured was using vehicle for personal use. Both police report of insured statements to officers and insured statement to i/a confirm personal use at time of accident. Re-issuing disclaimer.

UPC on 3/7/2011 by Lisa Henderson

Total Paid: \$514.50

Total Outstanding Reserve: \$0

Gross Incurred: \$ 514.50 Total Reserve & Total paid as reflected on the CIMS screen

Net To Century/ProCentury: \$514.50 Gross incurred up to retention amount

Liability Issues & Analysis on 3/7/2011 by Lisa Henderson

Unknown. but investigation revealed there was no coverage. Pretner complaint contends insured came into shoulder where Pretner was biking. Insured in policy report told police he thought Pretner had come into insured's lane of travel causing insured to hit Pretner. It was dark at the time of the accident and per insured, Pretner had no reflectors on bike and insured did not see him until he was nearly about to hit him. Insured swerved to left but mirror hit Pretner. Insured traveling about 45mph. No witnesses id in police report. Insured also told police he was on his way to his Uncle's home coming from his house.

Insured was cited for "fail to yield right of way to person riding bicycle". Also police officer noted the front side windows of insured truck had "extremely dark tint applied". There was no damage to Ps bike except for scuff on left rear quarter and few other scratches. Bike had no reflectors. Ps helmet had damage to back portion.

Pretner was found with his bike on top of him and unconscious and breathing. Pool of blood coming from his head.

Mr. Pretner, said that our insured was working according to a friend who said he was leaving a car just before this happened. I pressed Mr. Pretner for the name of this person so we could include him in our investigation, at that point Mrs. Pretner came on the phone and said, "Mr. Pretner has a memory problem, we don't know who said that or if it was said". I believe the insured will refute those statements as he told me he had been shopping. The Pretners called inquiring about coverage for their son. I told them we were investigating and should be complete in 30 days or so. They asked if we would notice them on the coverage decision, and they have responded to my email with their address. They have

EXHIBIT “20”

EXHIBIT “20”



March 31, 2011

VIA CERTIFIED, REGULAR MAIL and EMAIL

91 7108 2133 3938 1276 9955

via email to: mav7778@yahoo.com

Michael Vasquez
Blue Streak Auto Detailing
3675 E. Post Road, Suite B
Las Vegas, NV 89120

Michael Vasquez
Blue Streak Auto Detailing
1886 Via Ferenz
Henderson, NV 89044

RE: Ryan Pretner, et. al. v. Michael Vasquez and Blue Streak Auto Detailing, LLC

Named Insured: Blue Streak Auto Detailing
Policy No.: CCP502869 (eff. 6/27/08 to 6/27/09)
Date of Loss: January 12, 2009
Claim No.: 01-061367

Dear Mr. Vasquez:

I am the in-house claims attorney for Meadowbrook Claim Services assigned to oversee this claim on behalf of Century Surety Company ("Century"). Century is in receipt of a Complaint filed Lee Pretner and Dana Andrew as legal guardians of Ryan T. Pretner, an Adult ward, and Ryan T. Pretner, individually against Michael A Vasquez and Blue Streak Auto Detailing LLC in the District Court of Nevada, Clark County (hereinafter "the Pretner Action"). Upon careful review of the Complaint and policy we have determined that no coverage is available for this claim. As such, Century hereby declines to provide you with either a defense or indemnity in the action brought by Pretner. Please read this letter carefully for a more detailed explanation of Century's coverage position.

I. FACTUAL BACKGROUND

The following facts are based in large part upon the allegations contained in the Complaint referenced above. The allegations are reviewed here simply for the purpose of explaining Century's coverage position. Century's review of these allegations should not be construed as a comment on their truthfulness as Century does not mean to assert that any or all of those allegations are true. That said, please advise us if you believe that we have misunderstood or misconstrued the allegations.

According to the complaint, on January 12, 2009, Michael Vasquez struck Ryan Pretner with the side view mirror of his truck while Pretner was riding his bike. Pretner was thrown from the bike and sustained "catastrophic" injuries. Mr. Vasquez was driving a 2007 Ford F-150 sometimes used during the course of Blue Streak Auto's business of mobile detailing.

Lisa Henderson
Claims Attorney
LHenderson@centurysurety.com | 800-840-0463
Mailing Address: P.O. Box 163340 Columbus, Ohio 43216-3340
Physical Address: 23733 N. Scottsdale Rd., Suite 100, Scottsdale, AZ 85255
Phone: 888-651-6424 Fax: 614-895-7040 Website: www.centurysurety.com

Andrew v CSC
CF000192

CSC000192

R.App. 000161

Michael Vasquez
 Blue Streak Auto Detailing
 March 31, 2011
 Page 2 of 5

The Police report created following the accident indicates that Mr. Vasquez told the reporting officer that he had finished work for the day and was on his way to his uncle's house at the time of the accident. On April 28, 2009, he confirmed as much in a recorded statement given to Century's investigator in which he indicated that at the time of the accident he was driving to his uncle's house to pick up mail and that this activity had nothing to do with the Blue Streak Auto's business.

In a letter dated June 5, 2009, Century denied coverage for this claim. On January 7, 2011, the Complaint was filed. On March 3, 2011, Century was provided with a copy of that Complaint and again asked to provide coverage.

II. POLICY

Century issued policy number CCP502869 to Blue Streak Auto Detailing for the period spanning June 27, 2008 to June 27, 2009. The policy provides Garage Coverage with liability limits of \$1,000,000 per accident and \$2,000,000 in the aggregate subject to a \$1,000 per accident deductible. Garage operations are described as "auto detailing and wash." The policy covers the insured location of 3675 E. Post Rd., Ste. B, Las Vegas, Nevada 89120.

Pertinent portions of the policy read as follows:

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

29	Non-Owned "Autos" Used In Your Garage Business	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households while used in your garage business.
----	--	---

SECTION II – LIABILITY COVERAGE

A. Coverage

1. "Garage Operations" – Other Than Covered "Autos"

- a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos".

Michael Vasquez
 Blue Streak Auto Detailing
 March 31, 2011
 Page 3 of 5

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable Liability Coverage Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" has been exhausted by payment of judgments or settlements.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "accident" occurs in the coverage territory;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no "insured" listed under **Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "accident" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
 - c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under **Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
 - d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under **Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "accident" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
2. **"Garage Operations" – Covered "Autos"**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

Michael Vasquez
Blue Streak Auto Detailing
March 31, 2011
Page 4 of 5

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance – "Garage Operations" – Covered "Autos" has been exhausted by payment of judgments or settlements.

SECTION VI – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semi-trailer.
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- H. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section I of this Coverage Form as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

CAG 1919 (08/07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGE OPERATIONS LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SCHEDULE

The following work and operations are included within the definition of "Garage operations":

Auto Detailing and Wash

Coverage for classifications, operations or premises not shown above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.

While we have quoted specific portions here to bring them to your attention, Century reserves its right to rely on other portions of the policy's language. We encourage you to read the policy in its entirety so you are familiar with the coverage available.

III. CENTURY'S COVERAGE POSITION

Michael Vasquez
Blue Streak Auto Detailing
March 31, 2011
Page 5 of 5

The portions of the Garage Coverage Policy Form, Section I and Section II quoted above indicate that Century will pay sums that the insured becomes legally obligated to pay as damages resulting from covered "bodily injury" or "property damage" caused by an "accident" and resulting from "garage operations" other than ownership, maintenance or use of covered "autos." (The term "garage operations" is defined to include your business described as "auto detailing and wash.") In this case, you told both the policy and Century that you were not performing any "garage operations" at the time of the accident but had finished your work for the day and were performing a personal errand unrelated to Blue Streak Auto's business. Because the accident at issue did not result from "garage operations," it falls entirely outside of the policy's scope of coverage. For this reason, Century again declines to provide you with a defense or indemnity for this claim.

There may be other reasons why coverage does not apply. As such, this letter should not be construed as waiving any of Century's rights under the policy or applicable law to limit and/or deny coverage. Century reserves the right to rely on any additional facts, policy provisions, or other relevant information that may affect coverage to alter its position in the future. We do not waive our right to disclaim coverage for any other valid reason which may arise.

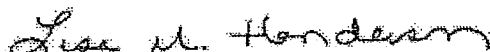
IV. CONCLUSION

Century trusts that you understand its coverage position, but if you have any questions or concerns please do not hesitate to contact us. Further, if you believe we have omitted any relevant information or if you are aware of, or become aware of, any additional information that you believe may affect Century's coverage position, please contact us immediately. Century reserves its right to consider additional information and reassess its coverage position should the circumstances so warrant.

Please do not hesitate to call if you have any questions or concerns.

Very truly yours,

CENTURY SURETY COMPANY



Lisa M. Henderson
Claims Attorney

LMH/jt

cc: The Harris Agency
5105 South Durango Dr. Ste. 100
Las Vegas, NV 89113

Heritage General Agency Insurance Services
via email to: Fsobott@heritagegeneral.com

Andrew v CSC
CF000196

CSC000196

R.App. 000165

EXHIBIT “21”

EXHIBIT “21”

06/27/2011 14:51 7022280443

PRINCE KEATING LLP

PAGE 03/06

Electronically Filed
06/27/2011 10:27:11 AM

1 DFLT
2 DENNIS M. PRINCE
3 Nevada Bar No. 5092
4 PRINCE & KEATING
5 3230 S. Buffalo Drive
6 Suite 108
7 Las Vegas, Nevada 89117
8 (702) 228-6800
9 (702) 228-0443 facsimile
DPrince@PrinceKeating.com
Attorney for Plaintiff
Lee Pretner and Dana Andrew, as
Legal Guardians of Ryan T. Pretner;
and Ryan T. Pretner, individually



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

12 LEE PRETNER and DANA ANDREW,
13 AS LEGAL GUARDIANS OF RYAN T.
14 PRETNER, an adult ward; and RYAN T.
PRETNER, individually,

CASE NO.: A-11-632845-C
DEPT. NO.: III

Plaintiffs,

vs.

DEFAULT

18 MICHAEL A. VASQUEZ, individually;
19 BLUE STREAK AUTO DETAILING,
20 LLC, a Nevada Limited Liability
21 Company; DOES I through X, inclusive;
22 and ROE BUSINESS ENTITIES I through
23 X, inclusive,

Defendants.

IT APPEARING from the files and records in the above-entitled action that Defendant MICHAEL A. VASQUEZ, herein, being duly served with a copy of the Summons and Complaint on the 13th day of April, 2011, that more than 20 days, exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time having been granted, the default of the above-named Defendant for failing to answer or

CLERK OF THE COURT

JUN 28 2011

PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
SUITE 108
LAS VEGAS, NEVADA 89117
PHONE: (702) 228-6800

06/27/2011 14:51 7022280443

PRINCE KEATING LLP

PAGE 04/06

1 otherwise plead to Plaintiff's Complaint is hereby granted.

2 CLERK OF COURT

3 BY:  

4 DEPUTY CLERK


5 DATE

6 PATRICIA AZUCENA

7 JUN 23 2011
8 A632845

9 Submitted by:

10 PRINCE & KEATING

11 
12 DENNIS M. PRINCE

13 Nevada Bar No. 5092
14 3230 South Buffalo Drive
15 Suite 108

16 Las Vegas, Nevada 89117

17 Attorneys for Plaintiffs

18 *Lee Pretner and Dana Andrew, as*
19 *Legal Guardians of Ryan T. Pretner;*
20 *and Ryan T. Pretner, individually*

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PRINCE & KEATING
ATTORNEYS AT LAW
3230 South Buffalo Drive
SUITE 108
LAS VEGAS, NEVADA 89117
PHONE: (702) 228-6800

2

Andrew v CSC
CF000208

CSC000208

R.App. 000168

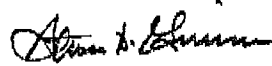
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PRINCE KEATING LLP

PAGE 05/06

1 **DFLT**
 2 DENNIS M. PRINCE
 3 Nevada Bar No. 5092
 4 **PRINCE & KEATING**
 5 3230 S. Buffalo Drive
 6 Suite 108
 7 Las Vegas, Nevada 89117
 8 (702) 228-6800
 9 (702) 228-0443 facsimile
 10 *DPrince@PrinceKeating.com*
 11 Attorney for Plaintiff
 12 *Lee Pretner and Dana Andrew, as*
 13 *Legal Guardians of Ryan T. Pretner;*
 14 *and Ryan T. Pretner, individually*

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 05/27/2011 10:26:02 AM


 CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

12 LEE PRETNER and DANA ANDREW,
 13 AS LEGAL GUARDIANS OF RYAN T.
 14 PRETNER, an adult ward; and RYAN T.
 15 PRETNER, individually,

CASE NO.: A-11-632845-C
 DEPT. NO.: III

Plaintiffs,

vs.

DEFAULT

18 MICHAEL A. VASQUEZ, individually;
 19 BLUE STREAK AUTO DETAILING,
 20 LLC, a Nevada Limited Liability
 21 Company; DOES I through X, inclusive;
 22 and ROE BUSINESS ENTITIES I through
 23 X, inclusive,

Defendants.

24 IT APPEARING from the files and records in the above-entitled action that Defendant BLUE
 25 STREAK AUTO DETAILING LLC, herein, being duly served with a copy of the Summons and
 26 Complaint on the 7th day of April, 2011, that more than 20 days, exclusive of the day of service,
 27 having expired since service upon the Defendant; that no answer or other appearance having been
 28 filed and no further time having been granted, the default of the above-named Defendant for failing

PRINCE & KEATING
 ATTORNEYS AT LAW
 3230 South Buffalo Drive
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 LAS VEGAS, NEVADA 89117
 PHONE: (702) 228-6800

06/27/2011 14:51 7022280443

PRINCE KEATING LLP

PAGE 06/06

1 to answer or otherwise plead to Plaintiff's Complaint is hereby granted.

2 CLERK OF COURT

3 JUN 23 2011

4 BY: 

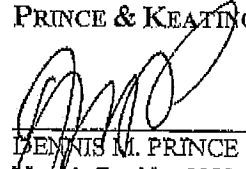
5 DEPUTY CLERK

6 PATRICIA AZUCENA

DATE

Submitted by:

7 PRINCE & KEATING

8 
9 DENNIS M. PRINCE

10 Nevada Bar No. 5092

11 3230 South Buffalo Drive

Suite 108

12 Las Vegas, Nevada 89117

Attorneys for Plaintiffs

13 Lee Pretner and Dana Andrew, as

14 Legal Guardians of Ryan T. Pretner;

and Ryan T. Pretner, individually

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2

Andrew v CSC
CF000210

CSC000210

R.App. 000170

EXHIBIT “22”

EXHIBIT “22”

06/27/2011 11:55 7022280443

PRINCE KEATING LLP

PAGE 01/06

PRINCE & KEATING
3230 S. Buffalo Drive
Suite 108
Las Vegas, Nevada 89117
(702) 228-6800
(702) 228-0443 - FAX

FACSIMILE COVER SHEET

TO : Charles Holland Fax No.: (614) 895-7040

FROM: Lisa M. Lee, paralegal to
Dennis M. Prince DATE: 6/27/11

RE : Ryan Pretner, claim no. 01-061367

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 6

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL (702) 228-6800 AND ASK
FOR LISA LEE.

ORIGINAL WILL BE SENT VIA:

_____ MAIL _____ OVERNIGHT COURIER _____ RUNNER

___x___ ORIGINAL WILL NOT BE SENT VIA MAIL

This message is intended only for the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone. Thank you.

CSC000199

Andrew v CSC
CF000199

R.App. 000172

06/27/2011 14:51 7022280443

PRINCE KEATING LLP

PAGE 02/06

PRINCE & KEATING
ATTORNEYS AT LAW
3230 SOUTH BUFFALO DRIVE, SUITE 108
LAS VEGAS, NEVADA 89117
TELEPHONE (702) 228-6800
FACSIMILE (702) 228-0443
WWW.PRINCEKEATING.COM

Reply To: Dennis M. Prince
Email: DPrince@PrinceKeating.com

June 27, 2011

VIA FACSIMILE (602) 371-0113

Lisa Henderson
Senior Claims Analyst
Century Insurance Company
P.O. Box 163340
Columbus, Ohio 43216-3340

RE: Our Client : Ryan T. Pretner
Your Insured : Blue Streak Auto Detailing, Inc.
Claim No. : 01-061367
Date of Loss : 01/12/09

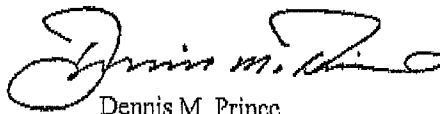
Dear Ms. Henderson:

As you know, this firm represents Ryan T. Pretner in connection with the above-referenced motor vehicle accident. A copy of the complaint filed in this matter was forwarded to you on March 3, 2011. We served the Summons and Complaint on Defendant Blue Streak Auto Detailing on April 7, 2011, and on Defendant Michael A. Vasquez on April 13, 2011. To date, we have received no response. As a result, a Default has been entered against both Defendants. We have enclosed copies of the Defaults for your review.

Please contact our office to discuss this matter in greater detail. We look forward to hearing from you.

Sincerely,

PRINCE & KEATING



Dennis M. Prince

DMP:lm
enclosures

cc: Dana Andrew

Andrew v CSC
CF000206

CSC000206

R.App. 000173

EXHIBIT “23”

EXHIBIT “23”

To: dprince@princekeating.com;
From: LMHENDER
Cc: pamelee_torres@progressive.com;
Bcc:
Subject: 01061367 BLUE STREAK AUTO DETAILING
Date/Time Sent: 06/27/2011 4:12 PM

=====BEGINNING OF MESSAGE=====

Drawer: CLM
FileNo: 01061367

Dear Mr. Prince,

Please be advised that Century has no coverage for this matter. It is my understanding that this matter is being handled by Progressive Insurance and I am copying the adjuster Pam Torres on this email and have forwarded the defaults you sent to Progressive.

Lisa

Lisa M. Henderson
Claims Attorney
Century Insurance
A Subsidiary of Meadowbrook Insurance Group
23733 N. Scottsdale Road, Ste. 100
Scottsdale, Arizona 85255
(602) 216-6589 Direct
(800) 840-0463 Toll Free
(614) 895-7040 Fax
LHenderson@centurysurety.com

=====END OF MESSAGE=====

Attached Files:
IR110000.pdf

EXHIBIT “24”

EXHIBIT “24”

Comments for BLUE STREAK AUTO DETAILING (1-061367)

Types: Multiple Types

Dates: 03/30/2009 03:29:25 PM through 09/19/2011 01:02:45 PM

Users: David Howard, Lisa Henderson, Daniel Mayer, James Karp, Charles Holland

Activity Log on 9/19/2011 by David Howard

Clmt 1 was entered incorrectly and would not feed into CMS. Another claimant needed to be added.

Activity Log on 6/27/2011 by Lisa Henderson

Pam Torres returned call. She gave me her email Pamelee_Torres@progressive.com. She states they have open extension and not know why PC would default Vasquez. Forwarded default to her.

Activity Log on 6/27/2011 by Lisa Henderson

Received default from Plaintiff's counsel. I had been told by Progressive, Vasquez's auto carrier that they had picked up defense. Called the adjuster at progressive and advised her of this default. Century had no coverage and cannot defend insured against same.

Activity Log on 5/16/2011 by Lisa Henderson

This insured understands no coverage and has defense provided by auto carrier progressive. closing claim.

Management on 3/30/2011 by Daniel Mayer

Approved disclaimer for mailing. Insured has confirmed twice that he was not using the vehicle in connection with the business at the time of the accident but was running a personal errand.

Activity Log on 3/9/2011 by Lisa Henderson

Disclaimer drafted and to transcription and then manager for approval.

Activity Log on 3/8/2011 by Lisa Henderson

Spoke with insured Michael Vasquez. He has not been served with suit. He did get my email. Discussed PC would like a copy of Century's policy to verify no coverage and I need his permission. Asked him to reply to my email giving permission. He states he will do that. Also asked him if he has heard from Progressive. He states not for a long time. I found # for progressive adjuster Vince Johnson. He asked me to call and ask Vince to call him. I called Vince re is progressive picking up defense. Vines states claim handling transferred to new adjuster Pam Torres in Vegas 702-215-7752 claim #092201426. Spoke to pam. They have suit and know it has not been served. She states letter went to Michael and she had his number and will call him now re defense.

Activity Log on 3/7/2011 by Lisa Henderson

Called insured last contact # and left vm re no coverage with my contact info. Discussed with manager reissuing disclaimer and sending letter to insured to request that we be allowed to disclose policy to PC.

Injury, Damages, & Evaluation on 3/7/2011 by Lisa Henderson

Past Medicals in excess of \$2 1/2 million are claimed. Closed head injury, coma for four months. Police report indicates Pretner was transported to trauma unit at scene and had "severe head injuries" but unknown if this is from the mirror hitting Pretners helmet prior to him falling or if the injuries were caused by impact with the pavement after the hit and fall. According to complaint injuries are "catastrophic" and Pretner is still in rehabilitative therapy/treatment two years later. Complaint indicates Pretner is an adult,

EXHIBIT “25”

EXHIBIT “25”

SETTLEMENT AGREEMENT AND COVENANT NOT TO EXECUTE

This Settlement Agreement and Covenant Not to Execute (hereinafter "Agreement") is made this 20th day of October, 2011, by and between Lee Pretner and Dana Andrew as Legal Guardians of Ryan T. Pretner (hereinafter "Pretner") and Michael A. Vasquez (hereinafter "Vasquez") and Blue Streak Auto Detailing, LLC, (hereinafter "Blue Streak") arising out of a motor vehicle accident which occurred on March 26, 2009 in Clark County, Nevada (hereinafter the "accident").

1. Pretner was seriously injured as a result of the accident as more particularly described in the Complaint on file in Case No. A-11-632845-C, styled as *Lee Pretner and Dana Andrew as Legal Guardians of Ryan T. Pretner, an adult ward and Ryan T. Pretner, individually vs. Michael A. Vasquez and Blue Streak Auto Detailing, LLC*.

2. At the time of the accident, Vasquez, individually, had a liability insurance policy with Progressive Casualty Insurance Company (hereinafter "Progressive") with coverage limits of \$100,000.00 per person and \$300,000.00 per occurrence. Following the accident, Pretner presented a claim to Progressive demanding policy limits. After Pretner presented his claim, Progressive timely offered to pay its \$100,000.00 policy limit. Pretner could not accept it at that time, in exchange for a complete release of all claims, Pretner could not accept the \$100,000.00 policy limits and execute a release of all claims because there was other available insurance for Vasquez and Blue Streak.

3. At the time of the accident, Blue Streak was a Nevada limited liability company providing automotive detail services. Vasquez is and/or was a manager, member, employee and/or agent of Blue Streak. At the time of the accident, there was in force and effect a garage keepers policy issued by Century Insurance Company (hereinafter "Century") to Blue Streak, Policy No. CCP502869 with coverage limits of \$1,000,000.00. After the accident, Century was notified of Pretner's claim. Century has denied coverage for Claim No. 01-061367 and the accident.

4. On January 7, 2011, Pretner filed suit against Vasquez and Blue Streak. Following proper service of process, Defaults pursuant to NRS 55(a), have been entered against both Vasquez and Blue Streak. Following the filing of the action, Pretner notified Century of the action as well as the Defaults entered against its insureds. Century has failed and refused to defend and/or indemnify either Vasquez or Blue Streak against the allegations in the Complaint.

5. In reaching this Agreement, Vasquez and Blue Streak acknowledge that there is a significant probability that a verdict would be entered in favor of Pretner which would substantially exceed the available coverage through Progressive and Century in the combined amount of \$1,100,000.00. Both Vasquez and Blue Streak desire to protect themselves by reason of Century's wrongful denial of this claim and its refusal to defend and/or indemnify them in the action brought by Pretner.

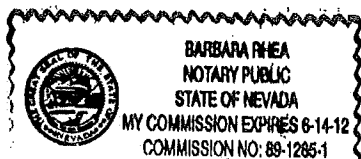
6. In exchange for a covenant not to execute, Vasquez and Blue Streak hereby assign to Pretner all of their rights, interests, and the claims in the policy of insurance issued by Century or any other applicable insurer (except Progressive as described above) for any claims, causes of action arising under Nevada law including, but not limited to, breach of the duty of good faith and fair dealing, breach of the duty to settle and violations of Nevada's Unfair Claims Practices Act.

7. In exchange for the above-referenced assignment, Pretner hereby agrees to never execute upon Vasquez or Blue Streak on any resulting judgment in the above-described action above the \$100,000.00 policy limits to be paid by Progressive. Also, no judgment shall be recorded.

8. Following the entering into this Agreement, Pretner will make an application pursuant to NRCP 55(b)(2) with the Court for the entry of a default judgment against Vasquez and Blue Streak, joint and severally. At the hearing, Pretner will seek a judicial determination of the amount of his damages on account of the personal injuries he sustained as a result of the accident. Pretner agrees that following the entry of judgment, he will not seek to execute upon any of the assets of Vasquez or Blue Streak. If at some point in the future there is a resolution of claims with Century or any other applicable insurer, Pretner will enter into a release of all claims with Vasquez and Blue Streak as well as execute a satisfaction of judgment.

9. Upon execution of this Agreement, Progressive shall immediately issue and tender forthwith its \$100,000.00 policy limits made payable to Lee Pretner and Dana Andrew as Legal Guardians of Ryan T. Pretner, an adult ward and Ryan T. Pretner, individually. The law firm of Prince & Keating will not be taking a fee on the \$100,000.00 payment issued by Progressive to Pretner.

READ AND SIGNED this 20th day of October, 2011.



[Signature]
 C. RACHEL DOUGLAS
 NOTARY PUBLIC
 STATE OF NEVADA
 MY COMMISSION EXPIRES: 7-29-2012
 COMMISSION NO: 08-7615-1

Rachel Douglas
Clark County, NV.
this 20th day of October, 2011

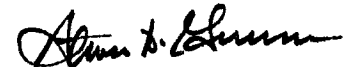
[Signature: Dana Andrew]
 LEGAL GUARDIAN FOR RYAN T. PRETNER

[Signature: Michael A. Vasquez]
 MICHAEL A. VASQUEZ and BLUE STREAK
 AUTO DETAILING, LLC

EXHIBIT “26”

EXHIBIT “26”

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CLERK OF THE COURT

1 **APPL**
2 DENNIS M. PRINCE
3 Nevada Bar No. 5092
4 **PRINCE & KEATING**
5 3230 S. Buffalo Drive
6 Suite 108
7 Las Vegas, Nevada 89117
8 (702) 228-6800
9 (702) 228-0443 facsimile
10 *DPrince@PrinceKeating.com*
11 Attorney for Plaintiffs
12 *Lee Pretner and Dana Andrew, as*
13 *Legal Guardians of Ryan T. Pretner;*
14 *and Ryan T. Pretner, individually*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

13 LEE PRETNER and DANA ANDREW,
14 AS LEGAL GUARDIANS OF RYAN T.
15 PRETNER, an adult ward; and RYAN T.
16 PRETNER, individually,

17 Plaintiffs,

18 vs.

19 MICHAEL A. VASQUEZ, individually;
20 BLUE STREAK AUTO DETAILING,
21 LLC, a Nevada Limited Liability
22 Company; DOES I through X, inclusive;
23 and ROE BUSINESS ENTITIES I through
24 X, inclusive,

25 Defendants.

CASE NO.: A-11-632845-C
DEPT. NO.: III

PLAINTIFFS' APPLICATION FOR
ENTRY OF DEFAULT JUDGMENT

25 Plaintiffs LEE PRETNER and DANA ANDREW, as legal guardians of RYAN T.
26 PRETNER, an adult ward, by and through their attorneys of record, PRINCE & KEATING, hereby
27 moves this Honorable Court for an Entry of Default Judgment pursuant to NRCP 55(b)(2), in favor
28 of the Plaintiffs and against Defendants MICHAEL A VASQUEZ and BLUE STREAK AUTO

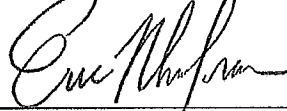
1 DETAILING, LLC, jointly and severally as set forth herein.

2 This Application is made on the grounds that a Default has been entered against said
3 Defendants for failure to answer or otherwise respond to the Complaint after being properly served
4 with the Summons and Complaint and that said Defendants are not in the military service of the
5 United States nor infants or incompetent persons.
6

7 This Application is based upon the Memorandum of Points and Authorities attached hereto,
8 the affidavit of Dennis M. Prince, Esq., attached hereto, the exhibits attached hereto, the pleadings on
9 file in this matter, and on any further information provided at the request of the Court.

10 Dated this 15 day of February, 2012.

11 PRINCE & KEATING

12 

13 DENNIS M. PRINCE

14 Nevada Bar No. 5092

15 ERIC N. TRAN

16 Nevada Bar No. 11876

17 Suite 108

18 Las Vegas, NV 89117

19 Attorneys for Plaintiffs

20 LEE PRETNER and DANA ANDREW, as Legal

21 Guardians of RYAN T. PRETNER
22
23
24
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

A. Facts of the Accident

This case stems from an accident involving Ryan Pretner ("Pretner") and Defendant Michael Vasquez ("Vasquez"). On January 12, 2009, Pretner was riding his bicycle traveling eastbound on the paved shoulder of St. Rose Parkway in Henderson, Nevada. At the same time, Vasquez was driving a 2007 Ford F-150 truck also traveling eastbound on St. Rose Parkway.

While Pretner was riding his bicycle lawfully in the shoulder, Vasquez caused his vehicle to drift into the shoulder occupied by Pretner. The right side rear-view mirror of Vasquez's truck violently struck the back of Pretner's helmet. The collision caused Pretner to be violently thrown from his bicycle to the ground resulting in serious, catastrophic, and traumatic brain injuries. At the time of the accident, Vasquez was in the course and scope of his employment with Blue Streak Auto Detailing, LLC ("Blue Streak"). Blue Streak is a mobile detailing business that travels upon the streets of Clark County, Nevada.

After the police were called to the scene to investigate the accident, Vasquez admitted that he was driving at approximately 45-50 miles per hour when he struck Pretner. See Traffic Accident Report attached hereto as **Exhibit A**. The police officers who investigated the accident observed Pretner was unconscious with a "pool of blood" coming from his head area. See Incident Report at page 2 attached hereto as **Exhibit B**.

B. Nature and Extent of Pretner's Injuries

1) Treatment at University Medical Center

Paremedics transported Pretner to the University Medical Center where he was assessed with a severe traumatic brain injury with extensive hemorrhagic contusions; subdural hematoma and

1 cerebral edema; left temporal bone fracture; bilateral pulmonary contusion; and respiratory failure.
 2 That same day, Pretner underwent three emergency surgical procedures including a placement of a
 3 codman ICP monitor in his left frontal region; placement of a left subclavian triple lumen catheter;
 4 tracheostomy and a percutaneous endoscopy gastrostomy tube placement.

5
 6 On January 21, 2009, he also underwent surgical procedures for placement of right frontal
 7 ventriculostomy; left frontotemporoparietal craniotomy, decompressive hemicraniectomy, partial left
 8 frontal; and temporal lobectomies. On January 23, 2009, Pretner underwent a placement of a right
 9 femoral arterial line. On February 2, 2009, he underwent insertion of a peritoneal
 10 ventriculoperitoneal shunt. On February 18, 2009, he underwent a left frontal temporoparietal
 11 craniotomy and replacement of bone flap cranioplasty.

12
 13 Pretner was discharged from University Medical Center on February 21, 2009, with a
 14 diagnosis of traumatic brain injury. Notably, the physician notes indicate that while Pretner was
 15 deemed stable for transfer to a rehab facility, his mental status had not significantly improved during
 16 his stay and thus he was still in a comatose state. See University Medical Center Discharge Summary
 17 Attached hereto as **Exhibit C**.

18
 19 2) Kindred Hospital

20 From February 21, 2009 to April 29, 2009, Pretner was treated at Kindred Hospital Desert
 21 Springs. Medical records from Kindred Hospital indicate that Pretner remained in a comatose state
 22 and did not respond to commands. Notably, his Glasgow Coma Score was a 7 to 8. The medical
 23 records also stated that Pretner continued with aggressive pulmonary toileting, breathing treatments
 24 and was fed through a feeding tube. In addition, Pretner was treated for ongoing pulmonary issues
 25 including pneumonia and was placed on antibiotics. See Kindred Hospital Discharge Summary
 26 attached hereto as **Exhibit D**.

27
 28 ...

1 3) Craig Hospital

2 From April 29, 2009 to September 9, 2009, he was transferred to Craig Hospital after there
3 were improvements in terms of his cognitive function. At Craig Hospital, he underwent rehabilitation
4 program for his traumatic brain injury. Records indicated that he while he had cognitive and clinical
5 improvements in functional status, he was still experiencing difficulty with ongoing bradykinesia and
6 amnesia. In addition, he exhibited Parkinson's disease like symptoms. See Craig Hospital Discharge
7 Summary attached hereto as **Exhibit E**.

9 4) Desert Canyon Rehabilitation Hospital

10 From September 25, 2009 to October 22, 2009, he was transferred to Desert Canyon
11 Rehabilitation Hospital. Records indicate that during this time period, Pretner underwent 24 hour
12 nursing, physician monitoring, physical therapy, and occupational therapy. Records also indicate that
13 while Pretner was neurologically stable, cognitively, he continued to demonstrate poor insight. See
14 Desert Canyon Rehabilitation Hospital Discharge Summary attached hereto as **Exhibit F**.

16 5) Center For Neuro Skills

17 From October 22, 2009 to July 3, 2010, he underwent treatment at the Center for Neuro Skills
18 where he received physical therapy, occupational therapy, speech/language pathology treatment, and
19 educational therapy and counseling. Upon admission, it was noted that Pretner had sever residual
20 posttraumatic brain syndrome. In the physical area, he had problems in gait, equilibrium, balance,
21 motor strength, swallowing, speech, and a history of isolated seizures. In the cognitive area, he has
22 problems with maintaining attention, memory, language, and indications that he had deteriorating
23 cognitive motor skills. After 254 days of treatment, records indicate that he improved his short term
24 memory, and language skills. In additional, he was able to complete hygiene tasks such as dressing,
25 bathing, and grooming with minimal assistance. See Centre for Neuro Skills Discharge Summary
26 attached hereto as **Exhibit G**.

1 6) Continued Treatment

2 From July 6, 2010 to the present, Pretner continued to receive neurological treatment at
3 various outpatient institutions to improve his cognitive ability. In particular, Pretner continued to
4 receive speech and language therapy, physical therapy, and physiological therapy. However, despite
5 Pretner's ongoing medical treatment, his prognosis remains poor. Specifically, Bess Chang, D.O.,
6 stated in medical reports that while Pretner has made a good recovery, Dr. Chang believes that there
7 will always be significant deficits. Dr. Chang opines that if Pretner were to improve, his improve
8 would reach its maximum at 15-20% in additional recovery. Notably, Dr. Chang also opines that
9 there may potentially be "regression" in his recovery when the therapies are stopped.
10

11 7) Ongoing Medical Problems

12 Despite Pretner's continue treatment, he still suffers from ongoing medical problems. His
13 medical records indicate that he still suffers from short term memory deficits and has persistent
14 balance problems. His speech has been described as slow and labored with a strained voice quality.
15 He is weak physically and has poor endurance. More importantly, Pretner continues to suffer from
16 seizures that lasts up to two minutes per occasion and induces violent shaking.
17

18 In additional, Pretner's psychologist, Lous F. Mortillario, Ph.D. evaluated Pretner and
19 observed that he (Pretner) has moderate to severe deficits in his auditory and visual abilities. He is
20 moderate deficits in his simple and complex attention and concentration skills. He has below average
21 use of his practical judgment and common sense in problem solving situations. He continues to have
22 difficulty completing a task requiring focused attention to quickly scan, discriminate between, and
23 sequentially order visual information under the pressure of time constraints.
24

25 C. Medical Expenses Incurred

26 As a result of the accident, Pretner incurred the following medical expenses:
27
28

1	Provider	Dates of Service	Billings
2	DATE OF LOSS	1/12/09	
3	Henderson Fire and Rescue	1/12/09	\$1,011.07
4	University Medical Center	1/12/09 – 2/21/09	\$567,623.59
5	Western Regional Center for Brain & Spine Surgery	1/12/09 – 2/18/09	\$20,995.00
6	Jason E. Garber, M.D.		
7	Desert West Surgery	1/12/09 – 3/10/09	\$7,245.00
8	Terry R. Lewis, M.D.		
9	Desert Radiologists	1/12/09 – 12/09/10	\$5,117.00
10	Apex Medical Center	1/19/09 – 3/26/09	\$1,551.00
11	Electrodiagnostic Laboratory		
12	D. David Ezeanolue, M.D. and Karyn Doddy, M.D.		
13	Surgical Anesthesia Services	2/02/09 & 2/18/09	\$4,950.00
14	Clifford Friesen, M.D.		
15	Michael Bounassi, M.D.		
16	Prosthetic Center of Excellence	2/10/09	\$5,518.00
17	American Medical Response	2/21/09, 4/29/09 & 9/25/09	\$1,701.00
18	Kindred Hospital Desert Springs	2/21/09 – 4/29/09	\$368,633.50
19	Pulmonary Associates	2/23/09 – 4/28/09	\$3,355.00
20	Christopher Breeden, M.D.		
21	Amir Qureshi, M.D.	2/23/09 – 4/24/09	\$5,317.00
22	Ahmad F. Badery, M.D.	3/01/09 – 4/28/09	\$7,150.00
23	Sikisam Magoyag, M.D.	3/28/09 – 3/30/09	\$378.00
24	Columbine Ambulance	4/29/09	\$888.00
25	Littleton, Colorado		
26	Craig Hospital	4/29/09 – 9/25/09	\$479,697.51
27	Englewood, Colorado		
28	National Jewish Health South Denver	4/29/09 – 6/30/09	\$2,780.00

1	Provider	Dates of Service	Billings
2	(Physicians: Mountain, Fenton, Warner, Taryle)		
3	Carolyn L. Tillquist, M.D.	4/30/09 – 7/27/09	\$4,590.00
4	Colorado Infectious Disease Associates		
5	Thomas Politzer, O.D. (Optometry)	4/30/09 – 8/26/09	\$544.00
6	Englewood, CO		
7	Radiology Imaging Associates	5/06/09 – 9/22/09	\$1,749.00
8	Englewood, CO		
9	ATG – Colorado, Inc.	7/30/09	\$7,826.00
10	(Shower Chair / Enhanced Manual Wheelchair)		
11	Desert Canyon Rehabilitation Hospital	9/25/09 – 10/22/09	\$68,944.92
12	Firooz Mashood	9/25/09 – 10/22/09	\$3,360.00
13	Medical Rehabilitation Associates		
14	Christopher Milford, M.D.	10/12/09 & 10/20/09	\$460.00
15	Bernadine Hanna, M.D.	10/21/09	\$390.00
16	Center for Neuro Skills	10/22/09 – 7/03/10	\$650,171.23
17	Bakersfield, CA		
18	William Schmalhorst, M.D.	10/23/09 – 4/22/10	\$1,061.50
19	Kern Pathology Medical Group		
20	Physicians Automated Laboratory		
21	Dynasplint Systems, Inc.	11/18/09 & 2/12/10	\$6,080.00
22	Quest Imaging	11/30/09 & 1/07/10	\$557.00
23	Fertility Center of Las Vegas	1/16/10	\$2,568.00
24	Said Deneshmand, M.D.		
25	Carl Garbus, O.D. FAAO	2/10/10 – 5/31/10	\$880.00
26	Neuro Vision Rehabilitation Institute		
27	Valencia, CA		
28	Nevada Community Enrichment Program (NCEP)	7/06/10 – 11/12/10	\$52,731.00
	Rehabilitation Services		
	Vince Sacco, M.Ed.		

Provider	Dates of Service	Billings
Werner Institute of Balance and Dizziness Brian K. Werner, MPT	7/20/10 – 1/28/11 9/15/11 – 12/02/11	\$16,842.20 \$5,455.00
Total \$22,297.20		
Curtis Poindexter, M.D. Mountain Rehabilitation Services	7/23/10 & 8/16/10	\$500.00
Bess Chang, D.O. Medical Neurology	8/25/10 – 9/02/11	\$9,059.28
Westfield Eye Center Kenneth W. Houchin, M.D.	8/27/10 – 2/04/11	\$485.00
Neurology Center of Nevada Linda Brown, M.D.	9/14/10	\$350.00
AMI Monitoring, Inc. (Transtelephonic Arrhythmia Monitoring for Dr. Chang)	11/15/10 – 11/22/10	\$1,760.00
Speech Therapy Center of Excellence	11/17/10 – 1/12/11	\$4,175.00
Matt Smith Physical Therapy	11/19/10 – 10/31/11	\$22,785.00
St. Rose Dominican Hospital Siena Campus	11/21/10 12/20/10	\$4,943.00 \$1,701.00
Total \$6,644.00		
Louis F. Mortillaro, Ph.D. Psychologist	5/26/05 – 11/09/05 12/02/10 – 12/28/10	\$4,525.00
Susan E. Schwartz, D.O. E.N.T. Voice & Sinus Center of Nevada	12/06/10 – 2/17/11	\$585.72
Steven Nguyen, O.D. Optic Gallery	12/06/10	\$473.00
Clinical Neurology Specialist Leo Germin, M.D.	7/18/11 10/24/11 12/05/11	\$640.00 \$370.00 \$13,000.00
Total \$14,010.00		
TOTAL		\$2,373,472.52

See affidavit of Dennis Prince supporting that Pretner incurred \$2,373,472.52 in medical expenses as a result of the January 12, 2009 accident.

1 **D. Economic Losses**

2 At the time of the accident, Pretner was only thirty seven (37) years old and was employed as
 3 a Right-of-Way Agent with the State of Nevada Department of Transportation. In 2008, he earned
 4 \$62,562.00 per year. At thirty seven years old, it was likely that he would have continued to work
 5 and maintain his employment with the State of Nevada Department of Transportation until he
 6 reached the retirement age of sixty-five (65). Thus it is likely that Pretner would have continued to
 7 work for an additional twenty-eight (28) years. While his salary would have likely increased each
 8 year as he gained more experience, but even assuming that his salary remained at \$62,562.00 for the
 9 next twenty eight years, at minimum, Pretner's economic wage losses amount to \$1,626,612.00.
 10

11 **E. Procedural History**

12 On January 7, 2011 Plaintiffs filed a Complaint against Defendants Michael Vasquez and
 13 Blue Streak. See Plaintiffs' Complaint attached hereto as **Exhibit H**. At the time of the accident,
 14 Vasquez was a principal, officer, director, manager, employee and/or agent of Blue Streak and was
 15 operating his truck while in the course and scope of his employment with Blue Streak. Blue Streak
 16 was properly served on April 11, 2011. See Copy of Summons and Affidavit of Service for both
 17 Defendants attached hereto as **Exhibit I**.
 18
 19

20 After Defendants failed to answer the Complaint, this Court entered a Default against both
 21 Defendants. See Default for both Defendants attached hereto as **Exhibit J**. On August 9, 2011,
 22 Plaintiffs filed a Notice of Entry of Default as to both Defendants. See Notice of Entry of Default
 23 attached hereto as **Exhibit K**. Plaintiffs now seek a judgment against Defendants Vasquez and Blue
 24 Streak jointly and severally for damages.
 25

26 ...

27 ...

28 ...

II.

LEGAL ARGUMENTA) THIS COURT SHOULD ENTER A JUDGMENT OF DEFAULT AGAINST DEFENDANTS IN THIS CASE BECAUSE DEFENDANTS HAVE FAILED TO ANSWER OR OTHERWISE RESPOND TO PLAINTIFFS' COMPLAINT.

NRCP 55(b)(2) states in pertinent part,

(b) **Judgment.** Judgment by default may be entered as follows:

...

(2) **By the Court.** In all other cases the party entitled to a judgment by default shall apply to the court therefor; but no judgment by default shall be entered against an infant or incompetent person unless represented in the action by a general guardian, guardian ad litem, conservator, or other such representative who has appeared therein. If the party against whom judgment by default is sought has appeared in the action, the party (or, if appearing by representative, the party's representative) shall be served with written notice of the application for judgment at least 3 days prior to the hearing on such application. If, in order to enable the court to enter judgment or to carry it into effect, it is necessary to take an account or to determine the amount of damages or to establish the truth of any averment by evidence or to make an investigation of any other matter, the court may conduct such hearings or order such references as it deems necessary and proper and shall accord a right of trial by jury to the parties when and as required by any statute of the State.

NRCP 55(b)(2).

In this case, a Complaint was filed against Defendants Vasquez and Blue Streak. See Exhibit H. Despite Defendants being properly served with the Summons and Complaint, Defendants failed to respond or file an Answer to the Complaint. See Exhibit I. Default was entered against both Defendants on June 23, 2011. See Exhibit J. Plaintiffs filed a Notice of Entry of Default on August 9, 2011. See Exhibit K. Pursuant to the NRCP 55(b)(2), Plaintiffs now move this Honorable Court for an Entry of Default Judgment as Plaintiffs are entitled to recover the following amounts from Defendants MICHAEL VASQUEZ and BLUE STREAK:

...

1. Past medical damages in the amount of \$2,373,472.52; and
2. Future economic wage damages in the amount of \$1,622,612.00; and
3. Past pain and suffering in the amount of \$3,500,000.00; and
4. Future pain and suffering in the amount of \$5,000,000.00; and
5. Prejudgment Interest accruing at the statutory rate from January 7, 2011, the date of the filing of the Complaint until the full amount is paid to Plaintiffs.

III.

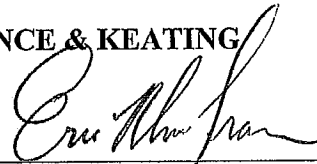
CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that this Honorable Court enter Default Judgment against Defendants, MICHAEL VASQUEZ and BLUE STREAK, jointly and severally, in the amount of \$12,496,084.52, plus interest thereon.

Dated this 16 day of February, 2012.

Respectfully submitted

PRINCE & KEATING



DENNIS M. PRINCE

Nevada Bar No. 5092

ERIC N. TRAN

Nevada Bar No. 11876

3230 South Buffalo Drive

Suite 108

Las Vegas, NV 89117

Attorney for Plaintiffs

*Lee Pretner and Dana Andrews as Legal Guardians
of Ryan T. Pretner, an Adult Ward*

**AFFIDAVIT OF DENNIS M. PRINCE IN SUPPORT OF APPLICATION
OR ENTRY OF DEFAULT JUDGMENT**

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

DENNIS M. PRINCE, ESQ. being first sworn, deposes and says:

1. I am an attorney at law duly license to practice before all courts of the State of Nevada and I am a partner in the law firm of PRINCE & KEATING, counsel for Plaintiffs Lee Pretner and Dana Andrews as Legal Guardians of Ryan T. Pretner, an Adult Ward.
2. I have personal knowledge of the facts within and if called to testify, I could and would competently testify to the matters stated herein.
3. I have been informed and believe that Defendants Michael Vasquez and Blue Streak are not in the military service of the United States nor infants or incompetent persons.
4. Plaintiffs filed a Complaint against Defendants Michael Vasquez and Blue Streak on or about January 7, 2011. See Exhibit H.
5. Defendants, Michael Vasquez and Blue Streak were personally served with the Summons and Complaint on or about April 11, 2011. See Exhibit I.
6. On June 23, 2011, the Court entered a Default against both Defendants. See Exhibit J.
7. On August 9, 2011, Plaintiffs filed a Notice of Entry of Default as to both Defendants. See Exhibit K.
8. A true and correct copy of the Traffic Accident Report is attached hereto as **Exhibit A.**
9. A true and correct copy of the Incident Report is attached hereto as **Exhibit B.**
10. As of date, as a result of January 12, 2009 accident, Ryan T. Pretner incurred medical expenses totaling in the amount of \$2,373,472.52.

...

1 11. I declare under penalty of perjury that the foregoing is true and correct.

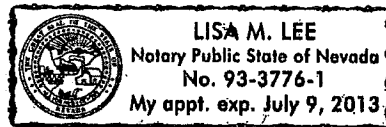
2 FURTHER AFFIANT SAYETH NAUGHT.

3 DATED this 16 day of February, 2012.

4
5
6 
DENNIS M. PRINCE

7 Subscribe and Sworn before me on this
8 16 day of February, 2012.

9 
NOTARY PUBLIC



CERTIFICATE OF MAILING

I hereby certify that on the 14 day of February, 2012, I caused service of the foregoing **PLAINTIFFS' APPLICATION FOR ENTRY OF DEFAULT JUDGMENT** to be made by depositing a true and correct copy of same in the United States Mail, postage fully prepaid, addressed to the following:

George M. Ranalli, Esq.
2400 West Horizon Ridge Parkway
Henderson, NV 89052
Attorneys for Defendants
Michael A. Vasquez and
Blue Streak Auto Detailing, LLC

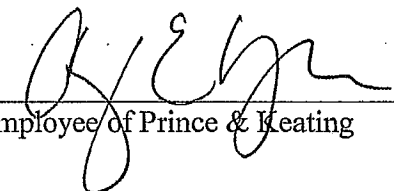

An employee of Prince & Keating

EXHIBIT "A"

EXHIBIT "A"

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET Revised 1/14/04		Accident Number:	
Vehicle # 0002	# Occupants 1	<input type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle		Agency Name: HENDERSON POLICE DEPARTMENT	
Direction: <input type="checkbox"/> 1) North <input checked="" type="checkbox"/> 2) East <input type="checkbox"/> 3) Unknown of Travel: <input type="checkbox"/> 4) South <input type="checkbox"/> 5) West		Highway / Street Name: ST ROSE PARKWAY			Travel Lane #:
Vehicle: <input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 2) Left Turn <input type="checkbox"/> 3) U-Turn <input type="checkbox"/> 4) Wrong Way <input type="checkbox"/> 5) Passing <input type="checkbox"/> 6) Leaving Parked <input type="checkbox"/> 7) Leaving Lane <input type="checkbox"/> 8) Enter Parked (P) <input type="checkbox"/> 9) Lane Change <input type="checkbox"/> 10) Unknown Action: <input type="checkbox"/> 1) Backing <input type="checkbox"/> 2) Right Turn <input type="checkbox"/> 3) Parked <input type="checkbox"/> 4) Stopped (S) <input type="checkbox"/> 5) Racing <input type="checkbox"/> 6) Entering Lane <input type="checkbox"/> 7) Other Turning <input type="checkbox"/> 8) Driverless Vehicle <input type="checkbox"/> 9) Other					
Driver: (Last Name, First Name, Middle Name, Suffix)			Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other		
Street Address:			Transported To:		
City:		State / Country: <input type="checkbox"/> 1) NV	Zip Code:	Person Type: 1	Seating Position:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female		DOB:	Phone Number:	Injury Severity:	Injury Location:
OLN:	State: <input type="checkbox"/> 1) NV	Class:	<input type="checkbox"/> 1) QDL <input type="checkbox"/> 2) DL	License Status:	Airbags: Airbag Switch: Ejected: Trapped:
Compliance: <input type="checkbox"/> 1) Restrict <input type="checkbox"/> 2) Endorse		Endorsements:		Restrictions:	
Alcohol/Drug Involvement: <input type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		Method of Determination (check up to 2): <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 2) Urine Test <input type="checkbox"/> 3) Evidentiary Breath <input type="checkbox"/> 4) Blood Test <input type="checkbox"/> 5) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Test Results:	
Vehicle Year:		Vehicle Make: BICYCLE	Vehicle Model:	Vehicle Type:	
Plate / Permit No.: N/A	State: <input type="checkbox"/> 1) NV	Expiration Date:	Vehicle Color: BLACK	Vehicle Factors: <input type="checkbox"/> 1) Failed To Yield Right Of Way <input type="checkbox"/> 2) Failed To Maintain Lane <input type="checkbox"/> 3) Driverless Vehicle <input type="checkbox"/> 4) Negligent Control Device <input type="checkbox"/> 5) Following Too Close <input type="checkbox"/> 6) Unsafe Backing <input type="checkbox"/> 7) Too Fast For Conditions <input type="checkbox"/> 8) Unsafe Lane Change <input type="checkbox"/> 9) Ran Off Road <input type="checkbox"/> 10) Exceeding Speed Limit <input type="checkbox"/> 11) Made Improper Turn <input type="checkbox"/> 12) Hit and Run <input type="checkbox"/> 13) Wrong Way / Direction <input type="checkbox"/> 14) Over Correct/Steering <input type="checkbox"/> 15) Road Defect (S) <input type="checkbox"/> 16) Mechanical Defects <input type="checkbox"/> 17) Other Improper Driving <input type="checkbox"/> 18) Object Avoidance <input type="checkbox"/> 19) Drove Left Of Center <input type="checkbox"/> 20) Aggressive / Rock/Slide / Caravan <input type="checkbox"/> 21) Other <input type="checkbox"/> 22) Unknown (U)	
Registered Owner Name: <input type="checkbox"/> 1) Same As Driver PRETNER, RYAN TERRY		Registered Owner Address: 660 RODDENBERRY ST, LAS VEGAS, NEVADA 89123			
Insurance Company Name: <input type="checkbox"/> 1) Insured		Policy Number: Effective: To:			
Insurance Company Address or Phone Number:		Vehicle Identification Number:			
<input type="checkbox"/> 1) Vehicle Towed Towed By:		Removed To:			
Traffic Control: 1) Speed Zone 11) Stop Sign 2) Signal Light 12) Yield Sign 3) Flashing Light 13) R. R. Sign 4) School Zone 14) R. R. Gates 5) Ped. Signal 15) R. R. Signal (S) 6) No Passing 16) Marked Lane 7) No Controls 17) Tire Chains/Snow Req. 8) Warning Sign 18) Permissive Green 9) Turn Signal 19) Unknown 10) Other		Distance Traveled After Impact		Speed Estimate: From To Limit 15 25 50	
				Extent Of Damage: <input checked="" type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Total <input type="checkbox"/> 3) Moderate <input type="checkbox"/> 4) None <input type="checkbox"/> 5) Major <input type="checkbox"/> 6) Unknown	
		Sequence Of Events		Collision With Fixed Object: Most Harmful Event:	
		Code #	Description		
		1st 202	PEDAL CYCLIST	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		2nd		<input type="checkbox"/>	<input type="checkbox"/>
		3rd		<input type="checkbox"/>	<input type="checkbox"/>
		4th		<input type="checkbox"/>	<input type="checkbox"/>
		5th		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) GFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Pending (1)		Violation		NOC	Citation Number
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) GFR <input type="checkbox"/> 3) CC / MC (2)		Violation		NOC	Citation Number
Investigator(s) MATUSZAK JR., ROGER H		ID Number 794	Date 01/12/2009	Reviewed By GAYER683	Date Reviewed 01/20/2009

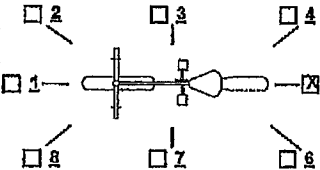
Vehicle Information

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 1/14/04</small>		Ident Number:	
		Agency Name: HENDERSON POLICE DEPARTMENT			
Name: (Last Name, First Name, Middle Name, Suffix)			Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____		
Street Address:			Transported To:		
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown DOB:	Phone Number:		Injury Severity:	Injury Location:	
<input type="checkbox"/> 2) Female					
			Airbags:	Airbag Switch:	Ejected:
					Trapped:
Name: (Last Name, First Name, Middle Name, Suffix)			Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____		
Street Address:			Transported To:		
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown DOB:	Phone Number:		Injury Severity:	Injury Location:	
<input type="checkbox"/> 2) Female					
			Airbags:	Airbag Switch:	Ejected:
					Trapped:
Name: (Last Name, First Name, Middle Name, Suffix)			Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____		
Street Address:			Transported To:		
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown DOB:	Phone Number:		Injury Severity:	Injury Location:	
<input type="checkbox"/> 2) Female					
			Airbags:	Airbag Switch:	Ejected:
					Trapped:
<input type="checkbox"/> 1) Trailing Unit 1 VIN:			Plate:	State: <input type="checkbox"/> 1) NV	Type:
<input type="checkbox"/> 1) Trailing Unit 2 VIN:			Plate:	State: <input type="checkbox"/> 1) NV	Type:
<input type="checkbox"/> 1) Trailing Unit 3 VIN:			Plate:	State: <input type="checkbox"/> 1) NV	Type:
Commercial Vehicle Configuration					
<input type="checkbox"/> 1) Bus, 9 - 15 Occupants <input type="checkbox"/> 2) Bus, > 15 Occupants <input type="checkbox"/> 3) Single 2 Axle and 8 Tire <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 5) Any 4 Tire Vehicle			<input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 9) Tractor / Triples <input type="checkbox"/> 10) Truck with Trailer		
<input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 14) Other Heavy Vehicle			Source <input type="checkbox"/> 1) Driver <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 3) Shipping Papers / Trip Manifest <input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 5) Side of Vehicle <input type="checkbox"/> 6) Other		
Carrier Name:			Power Unit GVWR <input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 26,000 Lbs <input type="checkbox"/> 3) ≥ 26,000 Lbs		
Carrier Street Address:			City: State: <input type="checkbox"/> 1) NV Zip:		
Cargo Body Type <input type="checkbox"/> 1) Solo <input type="checkbox"/> 8) Van / Box <input type="checkbox"/> 11) Grain, Gravel Chpts <input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 9 - 15 Occupants <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 6) Auto Carrier <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 14) Other <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable			Placard #: Diamond #:		Type of Carrier <input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None
			NAS Safety Report #: Carrier Number:		

Vehicle Information

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT NON-MOTORIST INFORMATION SHEET <small>Revised 1/14/04</small>		Accident Number:	
Non-Motorist # 0002	<input type="checkbox"/> 1) At Fault <input checked="" type="checkbox"/> 2) Non-Contact (person)			Agency Name: HENDERSON POLICE DEPARTMENT	
Non-Motorist Type <input type="checkbox"/> 1) Pedestrian <input type="checkbox"/> 5) Other Non-Motorist <input checked="" type="checkbox"/> 2) Pedal Cyclist <input type="checkbox"/> 6) Wheel Chair <input type="checkbox"/> 3) Skater <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 4) Other _____		Direction of Travel <input type="checkbox"/> 1) North <input type="checkbox"/> 2) South <input checked="" type="checkbox"/> 3) East <input type="checkbox"/> 4) West <input type="checkbox"/> 5) Unknown			
		Highway / Street Name: ST ROSE PARKWAY			
Non-Motorist: (Last Name, First Name, Middle Name, Suffix) PRETNER, RYAN TERRY		Transported By: <input type="checkbox"/> 1) Not Transported <input checked="" type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____			
Street Address: 660 RODDENBERRY ST		Transported To: UMC TRAUMA HOSPITAL			
City: LAS VEGAS	State / Country: <input checked="" type="checkbox"/> 1) NV	Zip Code: 89123	Person Type: 16	Seating Position: 16	Occupant Restraints: 11
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female	DOB: 08/22/1971	Phone Number: (702) 683-2453	Injury Severity: A	Injury Location: 01	
OLN / ID Card:		State: <input type="checkbox"/> 1) NV	Airbags: 01	Airbag Switch: 01	Ejected: Trapped:
Non-Motorist Condition <input type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 3) Under Influence: Medication / Drugs / Alcohol <input type="checkbox"/> 5) Emotional <input checked="" type="checkbox"/> 7) Unknown <input type="checkbox"/> 2) Physical Impairment <input type="checkbox"/> 4) Fatigued / Asleep / Fainted <input type="checkbox"/> 6) Illness <input type="checkbox"/> 8) Other _____					
Alcohol / Drug Involvement <input type="checkbox"/> 1) Not Involved <input type="checkbox"/> 3) Alcohol <input checked="" type="checkbox"/> 5) Unknown <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 4) Drugs			Method of Determination (Check up to 2) <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 3) Blood Test <input type="checkbox"/> 5) Urine Test Test Results _____ <input type="checkbox"/> 2) Preliminary Breath Test <input type="checkbox"/> 4) Evidentiary Breath Test		
Non-Motorist Action <input type="checkbox"/> 1) Entering or Crossing at Location <input type="checkbox"/> 6) Pushing Vehicle <input checked="" type="checkbox"/> 2) Walking, Running, Playing, Cycling <input type="checkbox"/> 7) Working in Roadway <input type="checkbox"/> 3) Approaching or Leaving Vehicle <input type="checkbox"/> 8) Standing <input type="checkbox"/> 4) Playing or Working on Vehicle <input type="checkbox"/> 9) Unknown <input type="checkbox"/> 5) Other _____			Non-Motorist Factors <input type="checkbox"/> 1) Improper Crossing <input type="checkbox"/> 6) Wrong Side of Road <input type="checkbox"/> 2) Lying / Illegally in Roadway <input type="checkbox"/> 7) Not Visible <input type="checkbox"/> 3) Fail to Yield Right of Way <input type="checkbox"/> 8) Darting Into Roadway <input type="checkbox"/> 4) Fail to Obey Traffic Signs, Signals, or Officer <input type="checkbox"/> 9) Inattentive <input type="checkbox"/> 5) Other _____ <input type="checkbox"/> 10) Unknown		
Location Prior to Impact <input type="checkbox"/> 1) Marked Crosswalk at Intersection <input type="checkbox"/> 6) Shared Use Path or Trail <input type="checkbox"/> 2) At Intersection, No Crosswalk <input checked="" type="checkbox"/> 9) On Highway, More than 10' from Travel Lanes <input type="checkbox"/> 3) Non-Intersection Crosswalk <input type="checkbox"/> 10) In Roadway <input type="checkbox"/> 4) Driveway Access Crosswalk <input type="checkbox"/> 11) Traffic Island <input type="checkbox"/> 5) Sidewalk <input type="checkbox"/> 12) Shoulder <input type="checkbox"/> 6) Median <input type="checkbox"/> 13) Unknown <input type="checkbox"/> 7) Outside Highway <input type="checkbox"/> 14) Other _____				Safety Equipment <input type="checkbox"/> 1) None <input type="checkbox"/> 2) Helmet <input type="checkbox"/> 3) Protective Pads <input type="checkbox"/> 4) Reflective Clothing <input type="checkbox"/> 5) Lighting <input type="checkbox"/> 6) Unknown <input type="checkbox"/> 7) Other _____	
Bike Lane / Path <input type="checkbox"/> 1) No Bike Lane Path <input type="checkbox"/> 6) Striped Bicycle Lane - Both Sides <input type="checkbox"/> 2) Bicycle Route (Signed) <input type="checkbox"/> 6) Separate Bicycle Path / Trail <input type="checkbox"/> 3) Striped Bicycle Lane - Right Side Only <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 4) Striped Bicycle Lane - Left Side Only <input type="checkbox"/> 8) Other _____			Vehicle Number(s) Striking Non-Motorist #: #: #: Non-Motorist Speed Estimate From: 15 To: 25 Limit: 50		
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) DFR <input type="checkbox"/> 3) CO / MC <input type="checkbox"/> 4) Pending (1)	Violation		NOC	Citation Number	
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) DFR <input type="checkbox"/> 3) CO / MC (2)	Violation		NOC	Citation Number	
Investigator(s) MATUSZAK JR., ROGER H	ID Number 794	Date 01/12/2009	Reviewed By GAYER683	Date Reviewed 01/20/2009	

Non-Motorist Information

Event Number: 09-00812		STATE OF NEVADA TRAFFIC ACCIDENT REPORT NON-MOTORIST INFORMATION SHEET <small>Revised 1/14/04</small>		Ident Number:	
		Agency Name: HENDERSON POLICE DEPARTMENT			
Non-Motorist: (Last Name, First Name, Middle Name, Suffix)			Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other		
Street Address:			Transported To:		
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB:	Phone Number:	Injury Severity:	Injury Location:	
OLN / ID Card:	State: <input type="checkbox"/> 1) NV	Airbag:	Airbag Switch:	Ejected:	Trapped:
Non-Motorist: (Last Name, First Name, Middle Name, Suffix)			Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other		
Street Address:			Transported To:		
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type: 16	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB:	Phone Number:	Injury Severity:	Injury Location:	
OLN / ID Card:	State: <input type="checkbox"/> 1) NV	Airbag:	Airbag Switch:	Ejected:	Trapped:
Non-Motor Vehicle Description					
Make / Manufacturer: BICYCLE		Model:	Type:	Color: BLACK	
Identification / Serial Number:			Non-Motor Vehicle Removed By:		
Owner Name: <input checked="" type="checkbox"/> 1) Same as Non-Motorist PRETNER, RYAN TERRY			Non-Motor Vehicle Removed To:		
Street Address: 660 RODDENBERRY ST, LAS VEGAS, NEVADA 89123		City:	State: <input type="checkbox"/> 1) NV	Zip Code:	
1st Contact Area		Damage to Non-Motor Vehicle		Non-Motor Vehicle Damaged Area	
Pedal Cyclist / Non-Motor Vehicle <input type="checkbox"/> 1  <input type="checkbox"/> 8 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4		Pedestrian <input type="checkbox"/> 1) Right Side <input type="checkbox"/> 2) Left Side <input type="checkbox"/> 3) Head / Feet <input type="checkbox"/> 4) Front <input checked="" type="checkbox"/> 5) Back		<input checked="" type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Moderate <input type="checkbox"/> 3) Major <input type="checkbox"/> 4) Total <input type="checkbox"/> 5) None <input type="checkbox"/> 6) Unknown	
				<input type="checkbox"/> 1) Front <input type="checkbox"/> 7) Left Front <input type="checkbox"/> 2) Rear <input type="checkbox"/> 8) Left Rear <input type="checkbox"/> 3) Right Side <input type="checkbox"/> 9) Top <input type="checkbox"/> 4) Left Side <input type="checkbox"/> 10) Bottom <input type="checkbox"/> 5) Right Front <input type="checkbox"/> 11) Unknown <input type="checkbox"/> 6) Right Rear <input type="checkbox"/> 12) Other	
Sequence Of Events					
Code #	Description	Collision With Fixed Object	Most Harmful Event	Non-Motor Vehicle Action	
1st 202	PEDAL CYCLIST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 7) Passing <input type="checkbox"/> 2) Stopped <input type="checkbox"/> 8) Entering Lane <input type="checkbox"/> 3) Left Turn <input type="checkbox"/> 9) Leaving Lane <input type="checkbox"/> 4) Right Turn <input type="checkbox"/> 10) Lane Change <input type="checkbox"/> 5) U-Turn <input type="checkbox"/> 11) Unknown <input type="checkbox"/> 6) Other	
2nd		<input type="checkbox"/>	<input type="checkbox"/>		
3rd		<input type="checkbox"/>	<input type="checkbox"/>		
4th		<input type="checkbox"/>	<input type="checkbox"/>		
5th		<input type="checkbox"/>	<input type="checkbox"/>		
Non-Motorist Information					

Event Number: 09-00812	STATE OF NEVADA TRAFFIC ACCIDENT REPORT	Accident Number: Agency Name: HENDERSON POLICE DEPARTMENT
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Description of Accident / Narrative:

Pavement Markings and Type:

FBR NARRATIVE:

This is a preliminary report only; no assessment of fault or liability should be determined from this initial report.

V1, a white 2007 Ford F-150 pickup bearing NV personalized plate JSTDTLD was traveling eastbound on St. Rose Parkway in the number three travel lane.

V1 was solely occupied by the driver Michael Vasquez (10-28-1986) of Henderson NV.

V2, a black bicycle of an unknown brand or make, was traveling eastbound on the paved shoulder of St. Rose Parkway. It is as yet undetermined which portion of the shoulder the bicyclist was traveling upon or whether he had strayed into the travel lane.

The rider of V2 was later identified as Ryan T. Pretner (08-22-1971) of Las Vegas NV.

The right side external mirror of V1 made contact with the back of the helmet of rider of V2. V2 was thrown to the ground and suffered severe head injuries. Whether these injuries are the result of the initial collision or impact with the ground is undetermined at this time.

Driver of V1 immediately stopped to render aid and notify Rescue and Police.

Rider of V2 is currently in critical condition at UMC Trauma and his current prognosis is poor.

This case remains open and further investigation is pending.

Attachments: 1 witness statement

HPD 0016

DR# 09-00812

PAGE 1 OF 1

HENDERSON POLICE DEPARTMENT
TRAFFIC ACCIDENT STATEMENT

REFER TO PM-1625

To be submitted to Police Records by the Investigating Officer(s)	
NAME: <u>Michael Vasquez</u>	DATE OF BIRTH: <u>10-29-1986</u>
ADDRESS: <u>1886 Via Firenze</u>	
TELEPHONE NUMBER(S): <u>702-755-2106</u>	
YEAR, MAKE AND MODEL OF VEHICLE: <u>White Ford F150</u>	LICENSE # <u>3J5D41D</u>
Where was witness in relation to accident (exact location): <u>DRIVER</u>	
DESCRIBE WHAT HAPPENED, GIVING DATE AND TIME, LOCATION, AND PEOPLE INVOLVED BY NAME* ***PLEASE DO NOT WRITE ON REVERSE SIDE, ASK OFFICER FOR ADDITIONAL STATEMENT FORM***	
<u>I was driving East down St Rose Parkway from Executive Rd</u> <u>I was going about 45-50 mph and there was a biker</u> <u>riding his bike going the same direction with no reflectors</u> <u>and when I noticed him it was to late and I hit him.</u> <u>after I noticed the accident I stopped and called 911. I was</u> <u>driving in the 3rd lane and the biker must of been in</u> <u>my lane because as soon as I noticed him I already hit him.</u>	
<small>*NRS 484.236, False Reports: Any person who gives information in oral or written reports as required in NRS Chapter 484, knowing or having reason to believe that such information is false, is guilty of a gross misdemeanor.</small>	
<u>[Signature]</u> WITNESSING OFFICER/P#	<u>[Signature]</u> SIGNATURE

HPD 0016

City of Henderson, NV

Revised: 01/02/2008

R.App. 000203

EXHIBIT "B"

EXHIBIT "B"

Printed by: solmarin2
 Printed date/time: 3/24/09 12:58

Incident Report

Page 1 of 4

HENDERSON POLICE
 223 LEAD ST,
 HENDERSON, NEVADA 89015

Incident Number: 09-00812-001

Incident Summary

Incident Type: ACCIDENT WITH INJURY	Report Type: SUPPLEMENTAL INCIDENT
Inc Occurred Address: ST ROSE PKWY, HENDERSON, NEVADA 89052	Sector/Beat: WEST/W7
Inc Occurred Start: 01/12/2009 17:22	Inc Occurred End: 01/12/2009 22:06
Domestic: N	Report Taken: 01/12/2009 21:20
Bias Motivation:	Gang Related: U
Contact Nature: DISPATCHED	Substance: U
Reporting Officer: MATUSZAK JR., ROGER	Reported Date/Time: 01/12/2009 17:24
Primary Assigned Officer:	
Case Status: ACTIVE	Disposition: OPEN CASE
	Disposition Date: 01/13/2009 00:00

Property Involved

Property # 0001	Evidence: No
Event Assoc/Orig status: EVIDENCE	Original Status Date: 1/12/2009 21:20:00
Current Status: EVIDENCE	Original Value:
Property Type:	Current Status Date: 1/12/2009 21:20:00
Description: BLACKBERRY, METALIC RING, HEART MONITOR, GLOVES, SOCKS, WATCH, SHOES, I	Current Value:
Make/Brand:	Model:
Color:	Quantity: 8
Serial/Lot#:	Owner Applied#:
NCIC Date:	NCIC Reported By:
NCIC#:	NCIC Cancelled:

Property # 0002	Evidence: No
Event Assoc/Orig status: EVIDENCE	Original Status Date: 1/12/2009 21:20:00
Current Status: EVIDENCE	Original Value:
Property Type:	Current Status Date: 1/12/2009 21:20:00
Description: WHITE AND GRAY COLORED HELMET GIRO BRAND NAME	Current Value:
Make/Brand: GIRO	Model:
Color:	Quantity: 1
Serial/Lot#:	Owner Applied#:
NCIC Date:	NCIC Reported By:
NCIC#:	NCIC Cancelled:

Printed by: solmarinl2
Printed date/time: 3/24/09 12:58

Incident Report

Page 2 of 4

HENDERSON POLICE
223 LEAD ST,
HENDERSON, NEVADA 89015

Incident Number: 09-00812-001

Narratives

ENTERED DATE/TIME: 1/12/2009 21:20:00

NARRATIVE TYPE: INCIDENT

SUBJECT: FBR NARRATIVE

AUTHOR: MATUSZAK JR., ROGER

On January 12, 2009, at approximately 1724 hours, I, Officer Avery P#1546, Officer Clear P#1387 and Officer Morrison P#1352 were dispatched to an accident near Executive Airport Drive on St. Rose Parkway. Dispatch advised a bicyclist was struck by a vehicle in the eastbound lane. ~~The subject was unconscious and breathing.~~ Also, dispatch reported the subject was bleeding from the mouth.

I arrived in the area and observed several vehicles parked on the shoulder of the road going east bound on St. Rose Parkway about 450 yards prior to the intersection of Executive Airport Drive.

I observed there was a moderate amount of traffic flow traveling east bound on St. Rose Parkway. I observed it to be dark outside with the only illumination coming from the street lights located at the intersection of St. Rose Parkway and Executive Airport Drive.

I observed a male subject (Later identified as Ryan Pretner 8-22-71) on the right hand shoulder on east bound St. Rose Parkway. I observed the bicycle Pretner was riding to be on top of him and a large (Approximately 3') ~~pool of blood coming from Pretner's head area.~~ I observed Pretner to be wearing a red, green and white colored bicycle type suit, and a white and gray colored bicycle helmet. I did not observe the bicycle to have a head light or tail light. I did not observe the suit Pretner was wearing to have any type of illumination devices to make it more readily visible. Pretner's body was positioned on the shoulder of the road with his head towards the south and his feet towards the north. His feet were in close proximity to the solid white line. It appeared Pretner had not been moved from the position he was in as a result of the accident.

I observed there was debris on the shoulder of the road from Vazquez's mirror and a pair of sunglasses belonging to Pretner.

I contacted the driver of the vehicle which struck Pretner, Michael Vasquez (10-28-86). Vasquez stated he had just gotten off work. Vasquez stated he was traveling in the #3 lane of travel and estimated his speed at about 45-50 MPH due to just turning onto St. Rose Parkway from Executive Airport Drive. Vasquez stated he was paying attention and did not observe Pretner riding his bicycle on the shoulder. Vasquez stated as soon as he observed Pretner, Vasquez swerved into the #2 east bound lane to avoid striking Pretner. Vasquez's, passenger side mirror struck Vasquez in the back. Vasquez stated he pulled over to the side of the road and called 911 after he realized the vehicle Vasquez was driving struck Pretner.

I observed Vasquez's vehicle and observed the mirror to be broken which was consistent with Vasquez's statement. I observed the asphalt area and I did not observe any skid marks.

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There were no independent witness identified at the scene who stated they observed the collision between Vasquez's vehicle and Pretner.

Henderson Fire Department, Rescue 97 arrived on scene and transported Pretner to University Medical Center (UMC) Trauma to treat his injuries.

I marked the final resting spot of Vasquez's tires as well as the sunglasses, and the bicycle Pretner was riding.

Officer Abreau P#1592 arrived at the scene and took digital photographs of the scene which he later uploaded onto digital evidence at the West Substation.

I then went to UMC and contacted a member of the medical team which was treating Pretner for his injuries. UMC staff directed me to where Pretner's personal belongings were, which I photographed and then impounded all property as evidence. Included with his personal belongings was the bicycle helmet that Pretner was wearing when I observed him on the roadway earlier.

I contacted Nina Daniels who works for Quest Diagnostics as a Laboratory Technician and requested a blood draw from Pretner. I obtained a blood draw kit from my bag. I opened the kit and observed there to be two glass vials inside which contained a white powdery substance. I gave the two vials to Daniels, who then obtained a blood draw from Pretner's left arm. Daniels then gave me the vials which I filled out and sealed closed with evidence tape. Daniels and I completed the Blood Draw Declaration which I submitted with the report.

I contacted Pretner's sister, Dana Andrew (9-7-74) who stated Pretner is an avid bicyclist who rides his bike daily for about 20-30 miles. Pretner was training for an upcoming bicycle race Pretner planned on racing in. Andrew stated Pretner's bike suit had reflective material in it but I did not observe any reflective material.

Prior to leaving the hospital, one of the team of doctor's treating Pretner stated Pretner had bleeding in the brain. There was nothing internally crushed indicating Pretner was run over by the vehicle. The doctor advised the prognosis was not good for Pretner.

Later at the West Substation, I impounded Pretner's property into evidence. I uploaded the pictures I took onto digital evidence.

I then booked the blood draw at the Main Station.

While I was at UMC impounding Pretner's property, the Traffic Bureau was notified. The Traffic Bureau, (Officer Matuszak P#794) responded to the scene and assumed the investigation.

I contacted dispatch who advised the sunset time, according to the National Weather Service, for January 12,

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2009 was 1647 hours.

The above events transpired in the City of Henderson, County of Clark, State of Nevada.

Attachments: 1

CC: Officer Matuszak P#794

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Incident Report

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HENDERSON POLICE
223 LEAD ST,
HENDERSON, NEVADA 89015

Incident Number: 09-00812-002

Incident Summary

Incident Type:	ACCIDENT WITH INJURY	Report Type:	SUPPLEMENTAL INCIDENT
Inc Occurred Address:	ST ROSE PKWY, HENDERSON, NEVADA	Sector/Beat:	WEST/W7
Inc Occurred Start:	01/12/2009 17:20	Inc Occurred End:	01/12/2009 17:21
Domestic:	N	Report Taken:	01/13/2009 23:45
Bias Motivation:		Gang Related:	U
Contact Nature:	DISPATCHED	Substance:	U
Reporting Officer:	CLEAR, JAIME	Reported Date/Time:	01/12/2009 17:23
Primary Assigned Officer:			
Case Status:	ACTIVE	Disposition:	OPEN CASE
Disposition Date:	01/20/2009 00:00		

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HENDERSON POLICE
223 LEAD ST,
HENDERSON, NEVADA 89015

Incident Number: 09-00812-002

Narratives

ENTERED DATE/TIME: 1/13/2009 23:45:00
NARRATIVE TYPE: INCIDENT
SUBJECT: FBR NARRATIVE
AUTHOR: CLEAR, JAIME

On 01/12/09 at approximately 1730 hours I, Officer J. Clear #1387 arrived in the area of St. Rose Parkway, east of Executive Airport, reference an injury accident.

When I arrived there was a male subject laying on the pavement in e/b lanes, partially in the #3 lane and partially on the shoulder. Henderson Paramedics already had the male subject on a backboard and quickly transported him to UMC hospital.

I questioned numerous bystanders that had stopped to render aid. No one that stopped saw any part of the accident. They all stated that as they drove up on the accident they saw the male subject laying next to his bike partially in the roadway.

I set up numerous cones and flares, holding the accident scene while the Motor's Unit completed their investigation.

cc: none
attach: 0

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HENDERSON POLICE
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Incident Number: 09-00812-003

Incident Summary

Incident Type: ACCIDENT WITH INJURY	Report Type: SUPPLEMENTAL INCIDENT
Inc Occurred Address: ST ROSE PKWY, HENDERSON, NEVADA 89052	Sector/Beat: WEST/W6
Inc Occurred Start: 02/02/2009 10:29	Inc Occurred End: 02/02/2009 10:29
Domestic: N	Bias Motivation: Gang Related: N
Contact Nature:	Substance: U
Reporting Officer: MATUSZAK JR., ROGER	Primary Assigned Officer:
Case Status: CLOSED	Disposition: ADULT ARREST, WARRANT OR CITATION
	Disposition Date: 02/03/2009 00:00

Offenses

Statute Code: 484.324 Enhancers:
 Statute Desc: FAIL TO YIELD RIGHT OF WAY TO PERSON RIDING BICYCLE-M
 Counts: 1 Statute Severity: MISDEMEANOR

Persons Involved

Person#: 0001	Can ID Suspect: No
Event Association: CITED	Contact Date/Time: 02/02/2009 00:00
Name: VASQUEZ, MICHAEL ANTHONY	
DOB: 10/28/1986	Age: 22 - 22 Sex: MALE
Height: 5' 7" - 5' 7"	Weight: 132 - 132 lbs
Address: 693 ELLIOT PEAK, LAS VEGAS, NEVADA 89123	Eye Color: UNKNOWN
Phone Type 1: HOME	Phone# 1: (702) 691-9975
Phone Type 2:	Phone# 2:
Occupation: BUSER	Employer/School:

Person Offenses

Statute Code: 484.324 Enhancers:
 Statute Desc: FAIL TO YIELD RIGHT OF WAY TO PERSON RIDING BICYCLE-M
 Counts: 1

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HENDERSON POLICE
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Incident Number: 09-00812-003

Narratives

ENTERED DATE/TIME: 2/2/2009 10:29:00
NARRATIVE TYPE: INCIDENT
SUBJECT: FBR NARRATIVE
AUTHOR: MATUSZAK JR., ROGER

ImFACTS:

WEATHER CONDITIONS WERE OBTAINED FROM THE NATIONAL WEATHER SERVICE AT
HENDERSON EXECUTIVE AIRPORT.

READING AT: 1740 HRS
TEMPERATURE: 61 DEGREES
HUMIDITY: 24%
WIND VELOCITY: NE at 12 MPH
BAROMETRIC PRESSURE: 27.7 S
VISIBILITY: 10 Miles +
SKIES: Clear

ROADWAY:

The collision occurred on St. Rose Parkway approximately 1340' east of the intersection with Executive Airport Drive. The collision was on the right side edge of the roadway.

St. Rose Parkway at the location of this collision is an asphalt surfaced roadway. The roadway is relatively straight and level with no line of sight obstructions in either direction of travel. This roadway runs in a primarily east to west direction.

It is best described as a two-way multi lane highway with an unprotected median separating eastbound from westbound traffic. There are three travel lanes on the eastbound portion of the roadway and three through lanes and the beginning of a left turn lane in the westbound direction. For the purposes of this investigation the westbound travel lanes do not bear. There is a paved shoulder on the right (south) side of the road and a smaller paved shoulder on the left (north) side of the road. For specific dimensions see the narrative portion of this report.

There is no curbing on either the north or south side of the roadway and the edge of pavement runs off level to the roadway with the side of the road being groomed hard packed sand and gravel. B

TRAFFIC CONTROL:

St. Rose Parkway is a posted 55 MPH speed zone. There are raised markers separating the travel lanes. The right side of the road is delineated by a solid white line painted onto the roadway surface. The left side of the roadway is delineated by a solid yellow line painted onto the road surface. There is no additional control of the roadway in the area of the collision. □

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PHYSICAL EVIDENCE:

The scene of the accident was diagrammed using a Leica GPS Smart Rover data collector. The information from this device was downloaded into Crash Zone 8.5, a CAD program used to complete a diagram of the scene.

Digital photographs of the scene were taken by Crime Scene Analyst Patrick Farrell of the Henderson Police Department. These photographs were later downloaded into the DESS (Digital Evidence Storage System).

Officer K. Avery responded to University Medical Center Trauma where he took digital photographs of the victim's personal effects and obtained a blood sample from the victim for later testing. The results of this blood test are pending. See Officer Avery's supplemental report for specific details.

The clothing of the victim, to include his helmet and shoes, was impounded as well as his cell phone and a silver metal ring. These items were impounded by Officer Avery.

The bicycle and sunglasses of the victim were impounded by the reporting Officer.

VEHICLES:

Vehicle 1, hereafter referred to as V1, is a white 2007 Ford F-150 Crew Cab Pickup truck bearing NV license plate JSTDTL D, VIN 1FTPW14527KD22209.

Vehicle 2, hereafter referred to as V2, is a black Orbea Orca bicycle with a serial number of SNMAT8D0D0366.

OCCUPANTS:

V1 was solely occupied by the driver, Michael Anthony Vasquez (10-28-1986) of 1886 Via Firenze Drive Henderson, NV 89044. Michael Vasquez has a valid class C NV driver license # 1701672805.

V2 was being operated by Ryan Terry Pretner (08-22-1971) of 660 Roddenberry Las Vegas NV 89123. n

WITNESS STATEMENTS:

The following statement is transcribed in its entirety without regard to spelling or grammatical errors so as not to alter the meaning and intent of its author:

Michael Vasquez

I was driving East down St Rose Parkway from Executive Rd I was going about 45 -50 mph and there was a biker riding his bike going the same direction with no reflectors and when I noticed him it was to late and I hit him. After I noticed the accident I stopped and called 911. I was driving in the 3rd lane and the biker must of been in my lane because as soon as I noticed him I already hit him.

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Incident Number: 09-00812-003

III. NARRATIVE:

On 01-12-2009, at approximately 1815 hours, I, Officer R. Matuszak #794, was called out from my residence in reference to a serious injury accident that had occurred on eastbound St. Rose Parkway just east of Executive Airport Drive in the City of Henderson.

Upon my arrival in the area I noted that the two right most (#2 and #3) travel lanes of eastbound St. Rose Parkway just east of Executive Airport Drive had been closed to traffic by several Police Patrol units using cones and flares. I noted that parked along side the roadway approximately 300' east of the immediate scene was a white truck. There was a bicycle lying on its left side on the shoulder of the roadway in the immediate vicinity of the Police Units.

I spoke to Sgt. R. Rysewyk and Officer J. Clear who were among the first units to arrive. They advised me that the rider of the bicycle had been transported to University Medical Center Trauma unit for a severe head injury. Officer K. Avery responded to the Trauma Center where he took photographs of the victim and impounded the victim's clothing, helmet and personal items. Officer Avery also obtained a blood sample from the victim for processing.

I walked the scene of the accident and observed the following: on the south side of the roadway near the white fog line there was a black bicycle (V2) lying on its left side with the front wheel pointing south. Just east of V2 there was a large pool of blood from the victim. This was approximately 4' from the position of the bicycle.

Immediately east of the blood pool, there was a pair of white sunglasses presumably belonging to the victim. These were near the edge of pavement. Also, from this point and continuing east-southeast, was a debris field made up of several pieces of plastic and glass from the outside right mirror of V1; see photographs for specific locations and details of the debris.

Approximately 275' further east of this area, I observed V1 was stopped and parked on the south shoulder of St. Rose Parkway. The vehicle's lights were out and the vehicle was not running. I conducted a brief exterior examination of the vehicle and noted the following. The right outside mirror was broken off and parts of the base and mounting assembly were still attached to the truck. There was an impression on the right side front window of V1 which appeared to be from the outside mirror striking the side window with a significant amount of force sufficient to leave an impression in the glass and embed parts of the mirror into the glass as well.

I observed minor scuffs to the right front door of V1 which were black in color. There was a small scratch congruent to a body line on the right rear door of V1 and a small scratch and dent on the same door lower down.

On the front bumper I observed a small gouge in the plastic bodywork just below the bumper. This damage appeared to be older and unrelated to the collision which I was investigating. In a later conversation with Michael Vasquez, I learned that this was from road debris on a previous date. There was no corresponding damage or scuffing to the undercarriage of V1. The damage to V2 was inconsistent to this damage.

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Additionally I noted that the front side windows of V1 appeared to have an extremely dark tint applied. I was later able to measure the window tint as 02%. Refer to NRS 484.6195 for specifics, but paraphrased it states that the front side windows may have a tint of 35% with a plus or minus of 07%. Michael advised that the vehicle was purchased with the tint as-is from the dealer.

Examination of the right side tires and undercarriage of V1 were inconclusive in that there was no evidence of damage or collision with another object.

CSA Patrick Farrell was on scene taking digital photographs of the scene and the vehicles involved. He later downloaded these photographs into the HPD DESS.

I then examined V2 more closely and noted that the right side of the bicycle was undamaged and appeared to be intact. I inspected the tires looking for any scuffing or other indication that the bicycle itself had been struck and there was no such evidence. I then righted the bicycle and examined the left side. I observed that the saddle had a scuff on the left rear quarter. There was a small abrasion to the front brake padding/hand support on the left handlebar. There was a small scratch to the left pedal and several small scratches to the left rear wheel axle bolt. There was no other damage noted.

I then looked for safety devices on the bicycle; i.e. reflectors or lighting equipment and there was none affixed to the bicycle whatsoever. The bicycle itself is constructed of what appears to be carbon fiber and there are no reflective surfaces on the bicycle.

Sgt. T. Oneill who is assigned to the traffic bureau diagrammed the scene using a Leica GPS Smart Rover. I later downloaded this data to Crash Zone 8.5 and with this information I created a scene diagram which is attached to this report.

I spoke to the driver of V1 who remained at the scene and was accompanied by his mother during my interview with him. Officer R. Galbraith who was also on scene was with me when I spoke to Michael Vasquez. Vasquez had verbally identified himself as he did not have his driver license in his possession. It was later confirmed that Michael has a valid class C NV driver license.

I explained to Michael Vasquez that he was not under arrest and that at this time there were no charges pending against either of the involved. I asked him if he would be willing to answer questions in regard to the accident and he consented. I specifically asked him questions pertaining to what his destination was and he stated that he was on his way to his Uncle's home coming from his house. I asked Michael if he had been drinking or taking any drugs either illicit or prescription and he stated that he did not. I asked if he was currently under the care of a dentist or physician and he stated that he was not. I asked when he had slept last and he stated that he had slept the prior evening and gotten a full night sleep. I inquired as to whether Michael required corrective lenses for either reading or driving and he stated that he did not.

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In speaking to Vasquez, I noted that he was completely lucid and understood all my questions. His eyes were clear and he gave no outward indications of being under the influence of either drugs or alcohol. His mannerisms and actions at the scene were that of a concerned individual and he repeatedly asked the condition of the victim. I advised him that I had no further information other than that the victim was currently undergoing medical treatment and I had no prognosis.

Michael stated that he had been on his way to his Uncle's house and had just made a right turn from northbound Executive Airport Drive onto St. Rose Parkway into the furthest right eastbound lane. Michael said that there was no traffic moving his direction and that there were no other cars around him when he made his turn.

Vasquez said that he continued travelling eastbound in the right most lane and he saw no one on the roadway at the time. He said that his headlamps were on and that they were set to Automatic which was later verified. I also checked to see that the automatic setting was operative and it was. Michael said that he heard a loud noise on his right side which was when he simultaneously saw the bicyclist and struck him. He immediately commented that he saw no lights or reflectors on the bicycle and that it was dark out at the time of the collision.

Michael said he immediately pulled over to the right side of the roadway and saw the bicyclist lying on the shoulder of the road and called 911.

I spoke to Officer J. Clear who was among the first arriving units and asked her what the lighting conditions were. She stated that she had arrived and that her headlights were not on. She further said that though there was no direct sunlight there was sufficient ambient lighting to see a considerable distance.

I called the National Weather Service and verified that sunset on January 12th 2009 was at 1647 hours. Based upon the time of the collision, V2 should have been equipped with reflectors and lights as required by NRS 484.513 and the time requirements as outlined in NRS 484.545.

V1 was released at the scene to the driver, Michael Vasquez. V2 was impounded for safekeeping as the victim's identity was unknown at that time.

I later received a phone call from Officer Avery who advised that he had been contacted by a person identifying themselves as the sister of the victim rider. Dana Andrew said that the victim was her brother; Ryan Terry Pretner (08-22-1971). From Andrew, Officer Avery was able to provide all the personal information regarding the victim.

Officer Avery then met me at the Henderson Police Department West Substation where I was able to examine the clothing and other items belonging to Pretner. I first examined the helmet which was taken to the hospital with the victim by HFD Rescue. The helmet was a light colored helmet with what appeared to be damage to the back portion of the helmet. There were no reflective devices affixed to the helmet.

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The clothing worn by the victim was a multi-colored bicycling jersey and garment combining both shorts and a tank top type upper garment. There was a zip-up jacket of the same material and color. These items appear to have been cut from the victim by HFD Rescue. The clothing consisted of a white background with broad red and green stripes covering the garment along with various logos. This garment is typical of those worn by bicycling enthusiasts. Digital photographs were taken of the garment using a flash. There was no reflective material on any portion of the garment.

I then examined the shoes worn by the rider. These were clip-on type shoes designed to be used with special pedals affixed to the bicycle. The shoes had two small reflective squares on the heel portion of the shoe and were each approximately 3/16" square. The squares were placed vertically on the heel of each shoe. There was also a blackberry phone and a silver metal ring. All these items were impounded for evidentiary and safekeeping purposes.

As of the time of this report, Pretner is still listed in critical condition in the Trauma ICU at UMC. His injuries are listed as severe head trauma with internal bleeding and swelling of the brain. His condition has remained unchanged for the time since his initial treatment and surgery to relieve the pressure and swelling. There is some brain activity and medical staff is hopeful that he may regain consciousness but are unable to provide a time-line for the patient due to the uncertain nature of head injuries.

On 02-02-2009 I again met with

Michael Vasquez where he was cited for Falling to Yield Right of Way to a Bicyclist; a misdemeanor violation of NRS 484.324. Citation number H-106730-A. 

IV.a CALCULATIONS:

Due to the nature of this collision I am unable to conduct speed workups. There is insufficient physical evidence to make any accurate calculations; and any estimates as to the speed of the vehicles involved would be merely conjecture on my part.

V.n VEHICLE DISPOSITION:

V1 was released to Michael Vasquez at the scene.

V2 is currently impounded in the HPD Evidence Vault for safekeeping.

□

VI.e CONCLUSION:

V2 was traveling eastbound on St. Rose Parkway on or near the white fog line on the south side of the roadway. Per NRS 484.509 V2 was operating his bicycle in a manner consistent to that described in the NRS specifically NRS 484.509-1.

V1 was traveling eastbound on St. Rose Parkway in the number 3 travel lane. At a point approximately 1340' east of Executive Airport Drive, the driver of V1 struck the rider of V2 with the outside right mirror of V1 causing

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substantial bodily harm to the rider of V2.

Pursuant to NRS 484.324 subsections 1(b) and 4(a), driver of V1 did not operate his vehicle in a manner to ensure the safety of the bicyclist.

Contributing Factors:

There was an insignificant amount of reflective material on the rider of V2 as well as V2 itself.

V1 had extremely dark tinting on the front side windows, later measured at 02%.

Lighting conditions were deteriorating at the time of the collision as the sun had set at 1647 hours though some ambient light was still available.

VII.2 ASSISTING UNITS ON SCENE:

Unit arrival time in parenthesis * denotes traffic unit

HPD UNITS

Ofc L. Morrison (1730) Ofc J. Clear (1730) Ofc A. Abreau (1732)
Ofc K. Avery (1732) 30 Sgt R. Rysewyk (1737) CSA P. Farrell (1820)
Ofc R. Matuszak* (1840) Sgt T. Onell* (1851) Ofc R. Galbraith* (1855)

HFD UNITS

Unit arrival time in parenthesis

Battalion 9 (1729) T Rescue 97 (1729) R Engine 95 (1730)

VIII. APPLICABLE NEVADA REVISED STATUTES CITED IN ABOVE TEXT

"It should be noted that these Statutes are copied from the Nevada Law Library Website: " <http://www.leg.state.nv.us/law1.cfm>

NRS 484.145 "Roadway" defined. "Roadway" means that portion of a highway which is improved and ordinarily used for vehicular traffic, exclusive of the shoulder.

(Added to NRS by 1973, 448)

NRS 484.324 Vehicles and bicycles.

1. The driver of a motor vehicle shall not:

(a) Intentionally interfere with the movement of a person lawfully riding a bicycle; or

(b) Overtake and pass a person riding a bicycle unless he can do so safely without endangering the person riding the bicycle.

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2. The driver of a motor vehicle shall yield the right-of-way to any person riding a bicycle on the pathway or lane. The driver of a motor vehicle shall not enter, stop, stand, park or drive within a pathway or lane provided for bicycles except:

- (a) When entering or exiting an alley or driveway;
- (b) When operating or parking a disabled vehicle;
- (c) To avoid conflict with other traffic;
- (d) In the performance of official duties;
- (e) In compliance with the directions of a police officer; or
- (f) In an emergency.

3. Except as otherwise provided in subsection 2, the driver of a motor vehicle shall not enter or proceed through an intersection while driving within a pathway or lane provided for bicycles.

4. The driver of a motor vehicle shall:

- (a) Exercise due care to avoid a collision with a person riding a bicycle; and
- (b) Give an audible warning with the horn of the vehicle if appropriate and when necessary to avoid such a collision.

5. The operator of a bicycle shall not:

- (a) Intentionally interfere with the movement of a motor vehicle; or
- (b) Overtake and pass a motor vehicle unless he can do so safely without endangering himself or the occupants of the motor vehicle.

(Added to NRS by 1991, 2228; A 1997, 739; 1999, 1664)

NRS 484.503 Traffic laws apply to person riding bicycle. Every person riding a bicycle upon a roadway has all of the rights and is subject to all of the duties applicable to the driver of a vehicle except as otherwise provided in NRS 484.504 to 484.513, inclusive, and except as to those provisions of this chapter which by their nature can have no application.

(Added to NRS by 1957, 504; A 1997, 1728)

NRS 484.509 Operating bicycle on roadway.

1. Every person operating a bicycle upon a roadway shall, except:

- (a) When traveling at a lawful rate of speed commensurate with the speed of any nearby traffic;
- (b) When preparing to turn left; or
- (c) When doing so would not be safe,

È ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

2. Persons riding bicycles upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

(Added to NRS by 1957, 504; A 1991, 2229)

NRS 484.513 Lamps, reflectors and brakes required on bicycles.

1. Every bicycle when in use at night must be equipped with:

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- (a) A lamp on the front which emits a white light visible from a distance of at least 500 feet to the front;
- (b) A red reflector on the rear of a type approved by the Department which must be visible from 50 feet to 300 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle; and
- (c) Reflective material of a sufficient size and reflectivity to be visible from both sides of the bicycle for 600 feet when directly in front of the lawful lower beams of the head lamps of a motor vehicle, or in lieu of such material, a lighted lamp visible from both sides from a distance of at least 500 feet.

2. Every bicycle must be equipped with a brake which will enable the operator to make the wheels skid on dry, level, clean pavement.

(Added to NRS by 1957, 505; A 1961, 136; 1975, 30; 1985, 1464, 1952; 1991, 2229)

NRS 484.545 When lighted lamps are required.

1. Every vehicle upon a highway of this State, subject to exceptions with respect to parked vehicles as stated in this chapter, must display lighted lamps and illuminating devices as respectively required in this chapter for different classes of vehicles:

- (a) At any time from one-half hour after sunset to one-half hour before sunrise;
- (b) At any other time when, because of insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of 1,000 feet ahead; and
- (c) When directed by an official traffic control device.

2. Every vehicle upon a highway must be equipped with stop lights, turn signals and other signaling devices to be lighted in the manner prescribed for the use of such devices.

[Part 6:166:1925; A 1939, 316; 1945, 268; 1955, 40]-(NRS A 1969, 1211; 2001, 1507)

CASE DISPOSITION:

This case is closed by adult citation # H-106730-A.

CC: DCA

Attachments: Scene Diagram

□

EXHIBIT "C"

EXHIBIT "C"

UNIVERSITY MEDICAL CENTER
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

ADMITTED: 01/12/2009

DISCHARGED:

ADMISSION DIAGNOSIS: Traumatic brain injury secondary to auto versus bicycle accident.

DISCHARGE DIAGNOSIS: Traumatic brain injury secondary to auto versus bicycle accident.

Ryan is a 37-year-old male, a very healthy bike rider, who was struck by a vehicle traveling approximately 50 miles an hour. He subsequently was unresponsive and was transferred to UMC trauma.

During his stay here he has had procedures performed regarding his traumatic brain injury including a decompressive craniotomy and additionally a ventriculoperitoneal shunt as well as a tracheostomy and percutaneous endoscopic gastrostomy tube. He has remained stable and is infection-free at this time, although his mental status has not significantly improved during his stay.

The patient's original injuries included his traumatic brain injury with subdural hematoma as well as bilateral pulmonary contusions. No intra-abdominal injuries were noted.

The patient at this time is stable on T-piece with tube feeds tolerating them. He has had his decompressive craniotomy bone flap replaced recently and has been deemed stable for transfer regarding this neurosurgical standpoint from the neurosurgical service. The patient can be transferred to rehab at any time.

His current medications include Pepcid 20 milligrams twice daily, Ancef that is to continue for 5 days post bone flap replacement, milk of magnesia p.r.n., Tears ophthalmic solution, albuterol SVN, and Mucomyst p.r.n. Beyond this he does not require any significant medications and is stable for transport. His staples should be removed on March 5, 2009 from the scalp.

CC:

DD: 02/20/2009 12:58:29

DT: 02/20/2009 16:20:47

Electronically signed on 03/23/2009 1:27PM by Terry Lewis, MD
Lee M Reese, MD

PATIENT: PRETNER, RYAN T
MR#: 002-176-123
JOB #: 433298
ADM. DATE: 01/12/2009

ACCOUNT#: 00029589249

2/21 inc
DICTATED BY: Lee M Reese, MD
ATTENDING:
DISCHARGE SUMMARY
Medical Record
Page 1 of 1

R.App. 000222