

## IN THE SUPREME COURT OF THE STATE OF NEVADA

### INDICATE FULL CAPTION:

VIVIA HARRISON  
Appellants  
v.  
RAMPARTS INC., dba LUXOR HOTEL &  
CASINO

No. 78964

DOCKETING STATEMENT  
CIVIL APPEALS

Electronically Filed  
Jul 02 2019 01:33 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

### GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

### WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District 8th Department 29

County of Clark Judge David Jones

District Ct. Case No. A-16-732342-C

**2. Attorney filing this docketing statement:**

Attorney Boyd B. Moss III, Esq. Telephone (702) 222-4555

Firm Moss Berg Injury Lawyers

Address 4101 Meadows Lane, Suite 110  
Las Vegas, Nevada 89107

Client(s) Vivia Harrison

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Loren S. Young Telephone (702) 257-1997

Firm Lincoln Gustafson & Cercos

Address 3960 Howard Hughes Parkway, Suite 200  
Las Vegas, Nevada 89169

Client(s) Ramparts, Inc., dba Luxor Hotel & Casino

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Judgment after bench trial             | <input type="checkbox"/> Dismissal:                                     |
| <input checked="" type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction                           |
| <input type="checkbox"/> Summary judgment                       | <input type="checkbox"/> Failure to state a claim                       |
| <input type="checkbox"/> Default judgment                       | <input type="checkbox"/> Failure to prosecute                           |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief      | <input type="checkbox"/> Other (specify): _____                         |
| <input type="checkbox"/> Grant/Denial of injunction             | <input type="checkbox"/> Divorce Decree:                                |
| <input type="checkbox"/> Grant/Denial of declaratory relief     | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination         | <input type="checkbox"/> Other disposition (specify): _____             |

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None.

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None.

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

This is an action for personal injuries sustained on December 10, 2014. In December 2018 a nine day trial took place. Prior to the Jury's verdict Plaintiff and Defendant Desert Medical Equipment entered into a high-low settlement agreement. Pursuant to the contract Desert Medical was obligated to pay a minimum of \$150,000 regardless of the verdict. On December 20, 2018 the Jury returned a verdict in favor of the Defendants. On December 20, 2018 Plaintiff's counsel sent a Notice of Attorney Lien to all interested parties. On January 17, 2019 Defendant Luxor filed a Motion For Attorney's Fees and Costs that Plaintiff opposed. Defendant filed a reply that argued under John J. Muije v. North Las Vegas Cab Co., 106 Nev. 664, 799 P.2d559 (1990), any attorney's fees and costs awarded to Luxor should be subject to an equitable offset from the settlement reached with Luxor. On February 27, 2019, the Court granted the Defendant's motion without Plaintiff having an opportunity to brief the issue. This ruling effectively allowed Luxor to take priority over Plaintiff's counsel attorney lien on a settlement with another party. On March 28, 2019, Plaintiff's counsel filed a Motion for Reconsideration that was denied.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the Defendant's are entitled to an equitable offset under John J. Muije v. North Las Vegas Cab Co., 106 Nev. 664, 799 P.2d559 (1990), and whether any offset would take priority over Plaintiff's own attorney's fees and costs from the seperate settlement. In Muije the Plaintiff rejected offers of judgment from the Defendant and then got less at trial. The Nevada Supreme Court held in that case the court held that an equitable offset took priority over a perfected attorney lien because the attorney lien attached solely to the net judgment after the offset was taken. In this case, prior to the jury's verdict, Ms. Harrison entered in to a settlement agreement with Desert Medical Equipment. This was not part of any judgment, but a contract to resolve Plaintiff's claims against that Defendant.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

None.

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter is to be assigned to the Court of Appeals under NRAP 17 (2) and (8).

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 9

Was it a bench or jury trial? Jury Trial

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?  
No.

## TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from May 10, 2019

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served May 21, 2019

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**19. Date notice of appeal filed** June 4, 2019

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)

### **SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

☒ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☐ Other (specify) \_\_\_\_\_

(b) Explain how each authority provides a basis for appeal from the judgment or order:

NRAP 3A(b)(1)- A final judgment entered in an action or proceeding commenced in the court in which the judgment is rendered



**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Plaintiff Vivian Harrison

Defendant, Rampart, Inc.

Defendant, Desert Medical Equipment

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Plaintiff entered into a high-low settlement agreement with Desert Medical Equipment during the trial.

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Vivian Harrison - Negligence

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (*e.g.*, order is independently appealable under NRAP 3A(b)):**

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Vivia Harrison  
Name of appellant

7/2/19  
Date

Boyd B. Moss III, Esq.  
Name of counsel of record

[Signature]  
Signature of counsel of record

Nevada and Clark  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 2nd day of July, 2019, I served a copy of this completed docketing statement upon all counsel of record:

- ☒ By personally serving it upon him/her; or
- ☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Loren S. Young, Esq.  
3960 Howard Hughes Parkway, Suite 200  
Las Vegas, Nevada 89169  
Attorneys for Respondents

Dated this 2nd day of July, 2019

[Signature]  
Signature



1 CAS  
2 BOYD B. MOSS III, ESQ.  
3 Nevada Bar No. 8856  
4 [boyd@mossberglv.com](mailto:boyd@mossberglv.com)  
5 MOSS BERG INJURY LAWYERS  
6 4101 Meadows Lane, Suite 110  
7 Las Vegas, Nevada 89107  
8 Telephone: (702) 222-4555  
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10 *Attorneys for Plaintiff*

11 MATTHEW G. PFAU, ESQ.  
12 Nevada Bar No. 11439  
13 [matt@p2lawyers.com](mailto:matt@p2lawyers.com)  
14 PARRY & PFAU  
15 880 Seven Hills Drive, Suite 210  
16 Henderson, Nevada 89052  
17 Telephone: (702) 879-9555  
18 Facsimile: (702) 879-9556  
19 *Attorneys for Plaintiff*

20 DISTRICT COURT

21 CLARK COUNTY, NEVADA

22 VIVIA HARRISON, an Individual,  
23  
24 Plaintiff,

CASE NO. A-16-732342-C  
DEPT. NO. 29

25 v.

26 RAMPARTS, INC. d/b/a LUXOR HOTEL &  
27 CASINO, a Nevada Domestic Corporation;  
28 DESERT MEDICAL EQUIPMENT, a  
Nevada Domestic Corporation; PRIDE  
MOBILITY PRODUCTS CORPORATION,  
a Nevada Domestic Corporation; DOES I  
through X, inclusive; and ROE BUSINESS  
ENTITIES I through X, inclusive,

Defendants.

CASE APPEAL STATEMENT

1. Vivia Harrison, Appellant;

- 1       2. Honorable David Jones;
- 2       3. Vivian Harrison
- 3             c/o Boyd B. Moss III, Esq.
- 4             Moss Berg Injury Lawyers
- 5             4101 Meadows Lane, Suite 110
- 6             Las Vegas, Nevada 89107
- 7             Telephone: (702) 222-4555;
- 8       4. Ramparts, Inc. d/b/a Luxor Hotel & Casino
- 9             c/o Loren S. Young, Esq.
- 10            Lincoln Gustafson & Cercos, LLP
- 11            3960 Howard Hughes Parkway, Suite 200
- 12            Las Vegas, Nevada 89169
- 13       5. The above-mentioned counsel is licensed to practice law in the State of Nevada;
- 14       6. The appellant was represented by retained counsel in the District Court;
- 15       7. The appellant is represented by retained counsel on appeal;
- 16       8. The appellant was not granted leave to proceed in forma pauperis;
- 17       9. The complaint in this matter was filed on February 2, 2015;
- 18       10. This is an action for personal injuries arising from an injury sustained as Ms. Harrison
- 19       was thrown from a motorized scooter on December 10, 2014

20           In December 2018, a nine-day trial took place. Prior to the jury's verdict, Plaintiff and  
21       Defendant Desert Medical Equipment entered into a high-low settlement agreement. Pursuant to  
22       the settlement agreement, no matter what the jury's verdict was, Desert Medical Equipment would  
23       be obligated to pay Plaintiff according to the terms of the high-low settlement agreement. A  
24       contract was entered into between the two parties and is not part of a net judgment. The settlement  
25       amount was not confidential.

26           On December 20, 2018, the jury returned a verdict in favor of Defendants. In light of the  
27       defense verdict, Desert Medical is required to pay Plaintiff \$150,000.00.

28           On December 20, 2018 and January 8, 2019, Plaintiff's counsel sent a Notice of Attorney

1 Lien to all parties.

2 On January 17, 2019, Defendant Luxor filed a Motion for Attorney's Fees and Costs,  
3 which was granted on February 27, 2019 and an Order was entered on March 18, 2019. In the  
4 Order, Luxor set forth the that judgement against Plaintiff must be offset from other settlement  
5 funds received by Plaintiff prior to any satisfaction of liens, including the lien for attorney's fees  
6 and costs incurred by Plaintiff's counsel during the course of litigation.

8 On March 28, 2019, Plaintiff filed a Motion for Reconsideration, asking the Court to  
9 reconsider the Order granting Luxor an attorney lien offset.

10 On May 10, 2019, The Court issued a Minute Order denying Plaintiff's Motion for  
11 Reconsideration.

12 11. This is the first appeal in the above-mentioned matter;

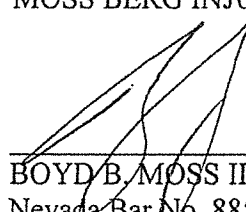
13 12. This appeal does not involve child custody or visitation; and

14 13. This appeal does involve the possibility of settlement.

15 DATED this 4 day of June 2019.

16 MOSS BERG INJURY LAWYERS

17 By:

18   
19 BOYD B. MOSS III, ESQ.

20 Nevada Bar No. 8856

21 [boyd@mossberglv.com](mailto:boyd@mossberglv.com)

22 MARCUS A. BERG, ESQ.

23 Nevada Bar No. 9760

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27 Telephone: (702) 222-4555

28 Facsimile: (702) 222-4556

*Attorneys for Appellant*



1 **NEOJ**  
2 **LOREN S. YOUNG, ESQ.**  
3 Nevada Bar No. 7567  
4 **THOMAS W. MARONEY, ESQ.**  
5 Nevada Bar No. 13913  
6 **LINCOLN, GUSTAFSON & CERCOS, LLP**  
7 **ATTORNEYS AT LAW**  
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14 Attorneys for Defendant, RAMPARTS, INC.  
15 d/b/a LUXOR HOTEL & CASINO  
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22 **DISTRICT COURT**  
23 **CLARK COUNTY, NEVADA**  
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14 VIVIA HARRISON, an individual,  
15 Plaintiff,

16 v.

17 RAMPARTS, INC. d/b/a LUXOR HOTEL &  
18 CASINO, a Nevada Domestic Corporation;  
19 DESERT MECHANICAL EQUIPMENT, a  
20 Nevada Domestic Corporation, DOES I through  
21 XXX, inclusive, and ROE BUSINESS  
22 ENTITIES I through XXX, inclusive,

23 Defendants.

24 DESERT MEDICAL EQUIPMENT, a Nevada  
25 Domestic Corporation,

26 Third-Party Plaintiff,

27 v.

28 STAN SAWAMOTO, an individual,

Third Party Defendant.

CASE NO.: A-16-732342-C  
DEPT. NO.: XXIX


**NOTICE OF ENTRY OF ORDER**

1 TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:

2 YOU AND EACH OF YOU will please take notice that an Order was entered on the 21<sup>st</sup> day  
3 of May, 2019; a true and correct copy is attached hereto.

4 DATED this 21<sup>st</sup> day of May, 2019.

5 **LINCOLN, GUSTAFSON & CERCOS, LLP**

6  
7   
**LOREN S. YOUNG, ESQ.**

8 Nevada Bar No. 7567

**THOMAS W. MARONEY, ESQ.**

9 Nevada Bar No. 13913

10 3960 Howard Hughes Parkway, Suite 200

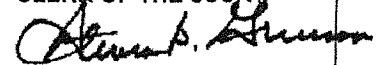
11 Las Vegas, NV 89169

12 Attorneys for Defendant, RAMPARTS, INC.

13 d/b/a LUXOR HOTEL & CASINO

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1 **ODM**  
2 **LOREN S. YOUNG, ESQ.**  
3 Nevada Bar No. 7567  
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5 Nevada Bar No. 13913  
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14 [tmaroney@lgclawoffice.com](mailto:tmaroney@lgclawoffice.com)

15 Attorneys for Defendant, RAMPARTS, INC.  
16 d/b/a LUXOR HOTEL & CASINO

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

VIVIA HARRISON, an individual,  
Plaintiff,

v.

RAMPARTS, INC. d/b/a LUXOR HOTEL &  
CASINO, a Nevada Domestic Corporation;  
DESERT MEDICAL EQUIPMENT, a Nevada  
Domestic Corporation, DOES I through XXX,  
inclusive, and ROE BUSINESS ENTITIES I  
through XXX, inclusive,  
Defendants.

CASE NO.: A-16-732342-C  
DEPT. NO.: XXIX

**ORDER DENYING PLAINTIFF'S  
MOTION TO RECONSIDER THE  
COURT'S ORDER GRANTING LUXOR  
AN ATTORNEY LIEN OFFSET**

Plaintiff VIVIA HARRISON's Motion to Reconsider the Court's Order Granting Luxor an Attorney Lien Offset, and Defendant RAMPARTS, INC. d/b/a LUXOR HOTEL & CASINO's Opposition to Plaintiff's Motion to Reconsider the Court's Order Granting Luxor an Attorney Lien Offset coming on for hearing on May 10, 2019 (in chambers); the Court, having reviewed the papers

1 and pleadings on file herein, and good cause appearing therefore, the Court hereby finds and enters  
2 the following:

3 IT IS HEREBY ORDERED that Plaintiff VIVIA HARRISON's Motion to Reconsider the  
4 Court's Order Granting Luxor an Attorney Lien Offset is DENIED.

5 DATED this 16 day of May, 2019.

6  
7  
8 Nancy L Alf #27 Gr  
DISTRICT COURT JUDGE  
9 #29

10 Respectfully Submitted by:

11 **LINCOLN, GUSTAFSON & CERCOS, LLP**

12  
13   
**LOREN S. YOUNG, ESQ.**

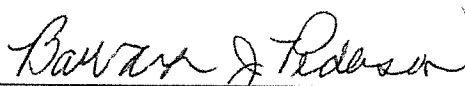
14 Nevada Bar No. 7567  
15 3960 Howard Hughes Pkwy, Suite 200  
16 Las Vegas, NV 89169  
17 Attorneys for Defendant, RAMPARTS, INC.  
18 d/b/a LUXOR HOTEL & CASINO

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1 Vivia Harrison v. Ramparts, Inc. dba Luxor Hotel & Casino, et al.  
2 Clark County Case No. A-16-732342-C

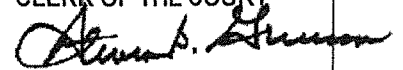
3 **CERTIFICATE OF SERVICE**

4 I HEREBY CERTIFY that on the 21<sup>st</sup> day of May, 2019, I served a copy of the attached  
5 **NOTICE OF ENTRY OF ORDER** via electronic service to all parties on the Odyssey E-Service  
6 Master List.

7  
8  
9 

10 Barbara J. Pederson, an employee  
11 of the law offices of  
12 Lincoln, Gustafson & Cercos, LLP

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1 **OGM**  
2 **LOREN S. YOUNG, ESQ.**  
3 Nevada Bar No. 7567  
4 **THOMAS W. MARONEY, ESQ.**  
5 Nevada Bar No. 13913  
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14 [tmaroney@lgclawoffice.com](mailto:tmaroney@lgclawoffice.com)

15 Attorneys for Defendant, RAMPARTS, INC.  
16 d/b/a LUXOR HOTEL & CASINO

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

15 VIVIA HARRISON, an individual,  
16  
17 Plaintiff,

18 v.

19  
20 RAMPARTS, INC. d/b/a LUXOR HOTEL &  
21 CASINO, a Nevada Domestic Corporation;  
22 DESERT MEDICAL EQUIPMENT, a Nevada  
23 Domestic Corporation, DOES I through XXX,  
24 inclusive, and ROE BUSINESS ENTITIES I  
25 through XXX, inclusive,

26 Defendants.

CASE NO.: A-16-732342-C  
DEPT. NO.: XXIX

**ORDER GRANTING DEFENDANT  
RAMPARTS, INC. d/b/a LUXOR HOTEL &  
CASINO'S MOTION FOR ATTORNEY'S  
FEES AND COSTS**

25 Defendant RAMPARTS, INC. d/b/a LUXOR HOTEL & CASINO's Motion for Attorney's  
26 Fees and Costs and Memorandum of Costs and Disbursements coming on for hearing on February 27,  
27 2019; the Honorable David M. Jones presiding with appearances by Loren S. Young, Esq. appearing  
28 on behalf of Defendant, RAMPARTS, INC. d/b/a LUXOR HOTEL & CASINO; Boyd B. Moss, Esq.

1 of Moss Berg Injury Lawyers and Matthew Pfau, Esq. of Parry & Pfau appearing on behalf of Plaintiff,  
2 VIVIA HARRISON; the Court, having reviewed the papers and pleadings on file herein, having heard  
3 the arguments of counsel, and good cause appearing therefore, the Court hereby finds and enters the  
4 following:

5 **FINDINGS OF FACT**

6 Trial in this matter started on December 10, 2018 and concluded on December 20, 2018 with  
7 the Jury returning a Defense Verdict against Plaintiff and in Luxor's favor. Thus, Luxor is the  
8 prevailing party pursuant to NRS §18.000 et seq.

9 Judgment was entered on the Jury Verdict on January 16, 2019. As the prevailing party, Luxor  
10 moved for recovery of costs pursuant to NRS §18.020 and NRS §18.005 by filing a memorandum of  
11 costs and disbursements on January 17, 2019. Plaintiff did not file a motion to re-tax the costs.

12 Luxor also filed a motion for recovery of attorney's fees and costs on January 17, 2019  
13 pursuant to NRS §18.010, NRS §18.020, NRS §18.005, NRS 7.085, and NRCP 68. Plaintiff filed an  
14 Opposition to the Motion for attorney's fees and costs on February 4, 2019 opposing the award of fees  
15 and only disputing costs of the experts. Luxor filed a Reply brief on February 20, 2019.

16 **CONCLUSIONS OF LAW**

17 As the prevailing party, Luxor is entitled to award of costs pursuant to NRS §18.005 and NRS  
18 §18.020. Pursuant to NRS §18.110, a memorandum of costs must be filed within 5 days after the entry  
19 of order or judgment. NRS §18.110(4) provides, "Within 3 days after service of a copy of the  
20 memorandum, the adverse party may move the court, upon 2 days' notice, to retax and settle the costs,  
21 notice of which motion shall be filed and served on the prevailing party claiming costs. Upon the  
22 hearing of the motion the court or judge shall settle the costs." See Nev. Rev. Stat. Ann. § 18.110(4).

23 Under NRS 18.005(5), an expert witness who does not testify may recover costs equal to or  
24 under \$1,500, and consistent with *Khoury*, "[w]hen a district court awards expert fees in excess of  
25 \$1,500 per expert, it must state the basis for its decision." *Public Employees' Ret. Sys. v. Gitter*, 393  
26 P.3d 673, 681, 133 Nev. Adv. Rep. 18 (April 27, 2017).

27 Any award of expert witness fees in excess of \$1,500 per expert under NRS 18.005(5) must be  
28 supported by an express, careful, and preferably written explanation of the court's analysis of factors

1 pertinent to determining the reasonableness of the requested fees and whether "the circumstances  
2 surrounding the expert's testimony were of such necessity as to require the larger fee." *Frazier v.*  
3 *Drake*, 357 P.3d 365, 377-378, 131 Nev. Adv. Rep. 64 (Nev. 2015).

4 In evaluating requests for such awards, district courts should consider the importance of the  
5 expert's testimony to the party's case; the degree to which the expert's opinion aided the trier of fact in  
6 deciding the case; whether the expert's reports or testimony were repetitive of other expert witnesses;  
7 the extent and nature of the work performed by the expert; whether the expert had to conduct  
8 independent investigations or testing; the amount of time the expert spent in court, preparing a report,  
9 and preparing for trial; the expert's area of expertise; the expert's education and training; the fee  
10 actually charged to the party who retained the expert; the fees traditionally charged by the expert on  
11 related matters; comparable experts' fees charged in similar cases; and, if an expert is retained from  
12 outside the area where the trial is held, the fees and costs that would have been incurred to hire a  
13 comparable expert where the trial was held. *Id.*

14 From review of the Memorandum, Motion, and related briefs, the Court finds the uncontested  
15 costs incurred by Luxor were reasonable and necessary pursuant to NRS §18.005 and NRS §18.020.  
16 Costs must be allowed of course to the prevailing party against an adverse party again whom judgment  
17 is rendered when money damages of \$2,500 or greater is sought. Here, Plaintiff sought recovery of  
18 damages in excess of \$2,500. Thus, the Court finds that Luxor is entitled to an award of reasonable  
19 and necessary costs incurred that were uncontested totaling **\$22,097.28**.

20 From review of the Memorandum, Motion, and related briefs, and the factors identified in  
21 *Frazier v. Drake*, the Court finds the contested costs incurred by Luxor for the three experts were  
22 reasonable and necessary pursuant to NRS §18.005 and NRS §18.020, however, the Court hereby  
23 exercises its' discretion and reduces the recoverable expert costs to the following amounts to be  
24 awarded to Luxor as follows: Dr. Clifford Segil = \$5,000.00; Michelle Robbins = \$7,500.00; Aubrey  
25 Corwin = \$5,000.00. Thus, the Court finds that Luxor is entitled to an award of reasonable and  
26 necessary expert costs incurred that were contested totaling **\$17,500.00**, for a total award of costs to  
27 Luxor equaling **\$39,597.28**.

1 The Nevada Supreme Court outlined a four factor test for awarding discretionary attorneys'  
2 fees under NRCP 68 in *Beattie v. Thomas*, 99 Nev. 579, 588 (1983). The four *Beattie* factors include:  
3 (1) whether the plaintiff's claim was brought in good faith; (2) whether the defendant's offer of  
4 judgment was reasonable and in good faith in both its timing and amount; (3) whether the plaintiff's  
5 decision to reject the offer and proceed to trial was grossly unreasonable or in bad faith; and (4)  
6 whether the fees sought by the offeror are reasonable and justified in amount. As the prevailing party,  
7 Luxor seeks recovery of attorney's fees incurred pursuant to NRCP 68, NRS §18.010(2)(b), and NRS  
8 7.085. Nevada's statute provides that a prevailing party may also be awarded attorney's fees if a claim  
9 is brought or maintained without reasonable ground. *Id.*

10 To apply the *Beattie* factors to the case at bar, the Court finds: (1) Plaintiff's complaint included  
11 many statements of fact and allegations contrary to their own witnesses testimony; (2) Luxor's offer  
12 of judgment was made after some discovery was conducted and renewed after additional discovery  
13 was performed, and prior to trial; however, deposition of Luxor's witnesses were not conducted until  
14 much later in discovery; (3) Plaintiff was aware of the substantial defects in the case and still rejected  
15 Luxor's offer of judgment; and (4) Luxor's requested attorneys' fees, in the amount of \$202,398.00,  
16 reflect the actual and reasonable attorneys' fees incurred by Luxor from the date of service on the offer  
17 of judgment to the date of entry of the final judgment. Thus, under the *Beattie* factors, this Court finds  
18 an award of a portion of the post-offer attorneys' fees is appropriate.

19 On March 23, 2017, Luxor served an offer of judgment to Plaintiff for \$1,000.00 pursuant to  
20 NRCP 68. Pursuant to the rule, if an offeree rejects an offer and fails to obtain a more favorable  
21 judgment, the Court may order the offeree to pay reasonable attorney's fees incurred from the date of  
22 the service of the offer. As Plaintiff did not prove a claim or damages against Luxor, leading to a  
23 defense verdict, this Court finds the offer served by Luxor was reasonable and Plaintiff did not obtain  
24 a more favorable judgment than the offer. Thus, the Court finds that Luxor is entitled to a partial  
25 award of attorney's fees incurred during the month of December only.

26 In considering an award of attorney's fees, the Court examines: (1) the qualities of the  
27 advocate; (2) the character of the work to be done; (3) the work actually performed; and (4) the result.  
28

1 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31 (1969). "Hourly time schedules  
2 are helpful in establishing the value of counsel services." Id.

3 After analyzing a request attorney's fees, this Court finds Luxor's Counsel, Loren S. Young,  
4 Esq. and Thomas W. Maroney, Esq. are qualified, competent, and experienced attorneys and are  
5 respected and qualified attorneys. The character of the work involved legal issues, medical complaints  
6 and damages, as well as oral arguments that required a competent and skilled trial attorney. The work  
7 actually performed by Luxor's Counsel was significant in time and effort, preparing the motion work,  
8 trial preparation, and attendance at the two week trial. The result obtain by way of a defense verdict  
9 was a success in Luxor's favor. Thus, this Court finds that Luxor's motion fully addressed and  
10 satisfied the factors enumerated in *Brunzell*, namely, the advocate's professional qualities, the nature  
11 of the litigation, the work performed, and the result. *Brunzell*, 85 Nev. 345, 349, 455 P.2d 31, 33  
12 (1969).

13 The Court finds that Luxor is entitled to recover attorney's fees pursuant to the *Brunzell* factors,  
14 however, the Court exercises its discretion to reduce the amount of fees based on the forgoing facts  
15 and findings. The Court reviewed Luxor's attorneys' invoices and affidavits and finds that Luxor's  
16 attorneys' fees are reasonable and utilizes its discretion to award a portion of Luxor's attorney's fees  
17 for the month of December 2018 that would include trial preparation and trial. Accordingly, Luxor  
18 shall be awarded attorneys' fees in the total amount of **\$69,688.00**.

19 **ORDER AND JUDGMENT**

20 Based on the forgoing, and for good cause shown, **IT IS HEREBY ORDERED** that  
21 Defendant Luxor's Memorandum of Allocated Costs and Disbursements and Motion and Application  
22 for Costs is hereby **GRANTED** in the amount of Thirty Nine Thousand Five Hundred and Ninety  
23 Seven Dollars and Twenty-Eight Cents (**\$39,597.28**).

24 Based on the forgoing, and for good cause shown, **IT IS HEREBY FURTHER ORDERED**  
25 that Defendant, Luxor's Motion and Application for Attorney's Fees is hereby **GRANTED** pursuant  
26 to NRCP 68 from the date of the offer of judgment totaling Sixty Nine Thousand Six Hundred and  
27 Eighty Eight Dollars and No Cents (**\$69,688.00**).



Based on the forgoing, **IT IS HEREBY FURTHER ORDERED** that total final judgment is entered against Plaintiff, VIVIA HARRISON, in favor of Defendant, RAMPARTS, INC. d/b/a LUXOR HOTEL & CASINO, totaling One Hundred and Nine Thousand Two Hundred and Eighty Five Dollars and Twenty-Eight cents (\$109,285.28).

Based on the forgoing, **IT IS HEREBY FURTHER ORDERED** that this total final judgment must first be offset from other settlement funds received by Plaintiff and Plaintiff's attorney as part of the trial judgment before any distribution and this total final judgment in favor of Luxor takes priority over any other lien, including an attorney's lien. *John J. Muije, Ltd. v. North Las Vegas Cab Co.*, 106 Nev. 664, 666, 799 P.2d 559, 560 (1990).

DATED this 15 day of March, 2019.

  
DISTRICT COURT JUDGE

Respectfully Submitted by:

**LINCOLN, GUSTAFSON & CERCOS, LLP**

  
LOREN S. YOUNG, ESQ.

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3960 Howard Hughes Pkwy, Suite 200  
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Attorneys for Defendant, RAMPARTS, INC.  
d/b/a LUXOR HOTEL & CASINO

Approved as to form and content by:

**PARRY & PFAU**

**MOSS BERG INJURY LAWYERS**

Refused to Sign

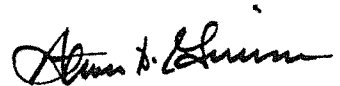
**MATTHEW G. PFAU, ESQ.**

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Attorneys for Plaintiff, VIVIA HARRISON

Refused to Sign

**BOYD B. MOSS, ESQ.**

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CLERK OF THE COURT

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Attorneys for Plaintiff,  
*Vivia Harrison*

DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \*

**Vivia Harrison**, an individual

Case No.: A-16-732342-C

Dept. No.: I

Plaintiff,

vs.

**Ramparts, Inc., dba Luxor Hotel & Casino**, a Nevada Domestic Corporation; **Desert Medical Equipment**, a Nevada Domestic Corporation, **Pride Mobility Products Corp.**, a Nevada Domestic Corporation; Does I through XXX, inclusive and Roe Business Entities I through XXX, inclusive

**Second Amended Complaint**

Defendants.

Plaintiff, Vivia Harrison ("Ms. Harrison"), being represented by her attorney of record, Matthew G. Pfau, Esq. of PICKARD PARRY, PFAU, hereby complains against Defendants Ramparts, Inc., d/b/a Luxor Hotel & Casino ("Luxor), Desert Medical Equipment ("Desert") and Pride Mobility Corp. ("Pride Mobility") as follows:

**Parties, Jurisdiction, and General Allegations**

1. Ms. Harrison is a resident of Winston County, State of Alabama, and at all relevant times herein was a resident of Winston County, State of Alabama when the

PICKARD  
PARRY  
PFAU

1 incident occurred.

2 2. Ms. Harrison is informed and believes, and thereupon alleges, that Defendant  
3 Luxor is a domestic corporation doing business in the State of Nevada.

4 3. Ms. Harrison is informed and believes, and thereupon alleges, that Defendant  
5 Desert is a domestic corporation doing business in the State of Nevada.

6 4. Ms. Harrison is informed and believes, and thereupon alleges, that Defendant  
7 Pride Mobility is a domestic corporation doing business in the State of Nevada.

8 5. That the names and capacities, whether individual, corporate, associates, co-  
9 partnership, or otherwise of Defendants, Jane Doe and Does I through X, are  
10 unknown to Ms. Harrison who therefore sues said Defendants by such fictitious  
11 names; once the true names are discovered, Ms. Harrison will ask leave to amend  
12 this Complaint to substitute the true names of said Defendants. Ms. Harrison is  
13 informed and believes and thereupon alleges that the Defendants so designated  
14 herein are responsible in some manner for their agency, master/servant or joint  
15 venture relationship with Defendants, or otherwise contributed to, as a proximate  
16 cause, the damages to Ms. Harrison as herein alleged.

17 6. Ms. Harrison, is informed and believes, and thereupon alleges that at all  
18 relevant times Defendant Luxor, and ROE Defendants mentioned herein owned,  
19 managed, controlled, or in some other way were in charge of and responsible for a  
20 certain premises known as the Luxor Grand located at 3799 South Las Vegas  
21 Boulevard, Las Vegas, Nevada 89109 ("Subject Premises") and the safety of the  
22 patrons and hotel guests of the aforementioned premises.

23 7. At all relevant times, Defendant Luxor were agents, servants, and employees  
24 acting within the course and scope of said employment and agency.

25 8. At all relevant times, Defendants Luxor were the owners, operators, managers,  
26 controllers, inspectors, supervisors and controllers of the premises and of the  
27 common areas of the Subject Premises.

28 9. Ms. Harrison was an invited guest of Luxor and was legally on the premises

1 when the events mentioned herein occurred.

2 10. Ms. Harrison, on or around December 10, 2014, was operating a motorized  
3 scooter rental ("Subject Scooter") in the restaurant area of Luxor; such scooter  
4 rentals were in the custody and control of the Luxor and placed in the casino area  
5 by said Defendant Desert for rent by guests of the Luxor, including Ms. Harrison.

6 11. As Mr. Harrison was entering the Backstage Deli, the Backstage Deli  
7 employees, in an effort to accommodate the Subject Scooter's passageway,  
8 proceeded to move the dining tables and chairs.

9 12. As Ms. Harrison unknowing drove the Subject Scooter over the base of a table  
10 ("Subject Table"), her scooter's front wheel gave way, and the scooter tipped over, to  
11 the right.

12 13. No anti-tip or stabilization device was present on the front of the Subject  
13 Scooter at the time of the incident.

14 14. Unaware of the present dangerous conditions, Ms. Harrison sustained  
15 serious injuries, including a stroke and hip fracture.

#### 17 **First Cause of Action**

#### 18 **(Negligence - Luxor)**

19 15. Ms. Harrison repeats, realleges and incorporates by reference the preceding  
20 paragraphs as if fully set forth herein.

21 16. Luxor was in custody and control of the Backstage Deli restaurant furnishings,  
22 had a duty to maintain and inspect the tables, including the Subject Table on the  
23 Subject Premises for the care, safety and protection of those persons present on the  
24 Subject Premises, especially guests thereof, including Ms. Harrison.

25 17. Luxor was responsible for the safety of guests on the Subject Premises,  
26 ensuring that dangerous conditions were not present on the Subject Premises, and  
27 ensuring that guests thereof were warned of any and all dangerous conditions on  
28 the Subject Premises, including Ms. Harrison.

18. Luxor negligently maintained and inspected the Subject Premises, including the Subject Scooter on the Subject Premises, so that it was permitted to remain in an unreasonably dangerous conditions, presenting a danger to unsuspecting guests, including Ms. Harrison.

19. Luxor and/or their agents, employees and servants had actual or constructive notice of the dangerous conditions, and therefore had full knowledge of, or should have had full knowledge of, the dangerous conditions and failed to remedy the dangerous conditions or otherwise take action to make it safe.

20. Luxor and/or their agents, employees and servants, breached the duty of care owed to Ms. Harrison by negligently maintaining and inspecting the Subject Premises and further failing to warn Ms. Harrison of the unreasonably dangerous conditions.

21. As a direct and proximate result of Luxor's negligence, Ms. Harrison has and will continue to incur pain and suffering and emotional distress, in an amount in excess of \$10,000.00.

## Second Cause of Action

### (Negligent Hiring, Training, Maintenance and Supervision – Luxor)

22. Ms. Harrison repeats, realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

23. Luxor acted in a negligent matter, including, but not limited to, failure to:

- a. Establish, implement, maintain, and enforce proper policies and procedures for employees, including maintenance crew, security, restaurant managers, and wait staff, under the control of Defendant Luxor;
- b. Establish, implement, maintain, and enforce proper policies and procedures for maintenance, repair, inspection, and/or general upkeep of the Subject Premises, including the restaurant's furnishing;
- c. Establish, implement, maintain, and enforce proper policies and

- 1 procedures for warning guests, including Ms. Harrison of potentially  
2 dangerous conditions;
- 3 d. Properly hire adequate, experienced, and competent employees who are  
4 able to warn guests, including Ms. Harrison of potentially dangerous  
5 conditions;
- 6 e. Properly pre-screen potential employees by conducting background  
7 checks and other similar investigations into potential employee's resume,  
8 prior to employment retention;
- 9 f. Properly and adequately supervise and/or manage employees once they  
10 were hired;
- 11 g. Properly and adequately train employees and/or instruct them as to their  
12 job duties and/or responsibilities;
- 13 h. Properly and adequately oversee, control, issue regulations regarding the  
14 conduct of employees;
- 15 i. Properly and adequately delineate maintenance, inspection, and repair job  
16 duties and/or responsibilities to employees, and/or agents, acting on their  
17 behalf; and
- 18 j. Properly, adequately, and responsibly setup procedures and policies to  
19 ensure that all floor areas and restaurant furnishings, including the Subject  
20 Table, are reasonably up kept in proper and working order for guests,  
21 including Ms. Harrison.

22 24.As a direct and proximate result of Luxor's negligent hiring, training,  
23 maintenance, and supervision, Ms. Harrison has and will continue to incur pain and  
24 suffering and emotional distress, in an amount in excess of \$10,000.00.

25 25.Ms. Harrison has been required to engage the services of Pickard Parry Pfau  
26 to prosecute this matter, and Ms. Harrison is entitled to reasonable attorney's fees  
27 and costs therefor.

28

**Third Cause of Action**  
**(Negligence - Desert)**

26. Defendant Desert is in the business of scooter sales and rentals of various scooters, including the Subject Scooter.

27. Prior to Ms. Harrison's injury, Ms. Harrison, rented the Subject Scooter, from Desert.

28. On or about December 10, 2014, Ms. Harrison began to use the Subject Scooter, unknowingly to her, that the Subject Scooter was unstable, as it was missing the anti-tip wheels, and otherwise unsafe for usage.

29. On or about December 10, 2014, the Subject Scooter tipped over, and as a result, Ms. Harrison was injured.

30. Ms. Harrison, is informed and believes, and thereupon alleges that Desert negligently and carelessly, inspected, the Subject Scooter, as per the manufacturer, the Subject Scooter should have been equipped with ant-tip wheels, therefore Desert, knew that the Subject Scooter presented a dangerous condition and unsafe for its intended usage.

31. Ms. Harrison, is informed and believes, and thereupon alleges that Desert negligently and carelessly, failed to give proper operating instructions to Ms. Harrison, prior to her usage,

32. Ms. Harrison, is informed and believes, and thereupon alleges that Desert negligently and carelessly, removed the anti-tip wheels from the Subject Scooter, therefore presenting a dangerous condition, rendering the Subject Scooter unsafe for its intended usage.

33. As a direct and proximate result of Desert's negligence, Ms. Harrison has and will continue to incur pain and suffering and emotional distress, in an amount in excess of \$10,000.00.

**Fourth Cause of Action**  
**(Negligent Hiring, Training, Maintenance and Supervision -**  
**Desert)**

34. Ms. Harrison repeats, realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

35. Desert acted in a negligent matter, including, but not limited to, failure to:

- k. Establish, implement, maintain, and enforce proper policies and procedures for employees, including maintenance crew, and sales staff, under the control of Defendant Desert;
- l. Establish, implement, maintain, and enforce proper policies and procedures for maintenance, repair, inspection, and/or general upkeep of the Subject Scooter's safety features, including the anti-tip wheels;
- m. Establish, implement, maintain, and enforce proper policies and procedures for warning guests, including Ms. Harrison of potentially dangerous conditions;
- n. Properly hire adequate, experienced, and competent employees who are able to warn guests, including Ms. Harrison of potentially dangerous conditions;
- o. Properly pre-screen potential employees by conducting background checks and other similar investigations into potential employee's resume, prior to employment retention;
- p. Properly and adequately supervise and/or manage employees once they were hired;
- q. Properly and adequately train employees and/or instruct them as to their job duties and/or responsibilities;
- r. Properly and adequately oversee, control, issue regulations regarding the conduct of employees;
- s. Properly and adequately delineate maintenance, inspection, and repair job



1 duties and/or responsibilities to employees, and/or agents, acting on their  
2 behalf; and

3 t. Properly, adequately, and responsibly setup procedures and policies to  
4 ensure that all scooters are fully operational, including the Subject Scooter  
5 are reasonably up kept in proper and working order for guests, including  
6 Ms. Harrison.

7 36.As a direct and proximate result of Desert's negligent hiring, training,  
8 maintenance, and supervision, Ms. Harrison has and will continue to incur pain and  
9 suffering and emotional distress, in an amount in excess of \$10,000.00.

10 37.Ms. Harrison has been required to engage the services of Pickard Parry Pfau  
11 to prosecute this matter, and Ms. Harrison is entitled to reasonable attorney's fees  
12 and costs therefor.

13  
14 **Fifth Cause of Action**  
15 **(Negligence- Pride Mobility)**

16 38. Defendant Pride Mobility is in the business of manufacturing, designing and  
17 distributing various motorized scooters, including the Subject Scooter for personal  
18 use to the consuming public as well as to businesses, including the Luxor.

19 39.On December 10, 2014, Ms. Harrison began to use the Subject Scooter,  
20 unknowingly to her, that the Subject Scooter was unstable, as it was missing front  
21 anti-tip wheels, and otherwise unsafe for usage.

22 40.On or about December 10, 2014, the Subject Scooter tipped over, and as a  
23 result, Ms. Harrison was injured.

24 41.Ms. Harrison, is informed and believes, and thereupon alleges that Pride  
25 Mobility Corporation negligently and carelessly manufactured, inspected, and  
26 designed the Subject Scooter, knowing that the Subject Scooter presented a  
27 dangerous condition and unsafe for its intended usage.

28 42.As a direct and proximate result of Pride Mobility's negligence, Ms. Harrison

1 has and will continue to incur pain and suffering and emotional distress, in an  
2 amount in excess of \$10,000.

4 **Sixth Cause of Action**

5 **(Strict Products Liability- Pride Mobility)**

6 43. Ms. Harrison repeats, realleges, and incorporates by reference the preceding  
7 paragraphs as fully set forth herein.

8 44. Pride Mobility is the manufacturer, designer, and distributor of the Subject  
9 Scooter.

10 45. Ms. Harrison was a foreseeable user of the Subject Scooter, using the Subject  
11 Scooter in a foreseeable manner, within the scope of its intended use.

12 46. At all times herein, the Subject Scooter and its component parts were defective  
13 as to manufacture, and warnings, causing the Subject Scooter to be in an  
14 unreasonably dangerous and defective condition that made it unsafe for its  
15 intended use.

16 47. The defect existed at the time the Subject Scooter left the manufacturer.

17 48. As a direct and proximate result of the defective and dangerous condition of the  
18 Subject Scooter, Ms. Harrison was physically injured, suffered pain and suffering,  
19 emotional damages, and other losses.

20 49. Ms. Harrison is entitled to punitive damages.

21 50. Ms. Harrison has been required to engage the services of Pickard Parry Pfau to  
22 prosecute this matter, and Ms. Harrison is entitled to reasonable attorney's fees and  
23 costs therefore.

24  
25 **Prayer for Relief**

26 Wherefore, Ms. Harrison prays for judgment of this Court as follows:

- 27 1. General damages in excess of Ten Thousand Dollars (\$10,000.00);  
28 2. Special Damages in excess of Ten Thousand Dollars (\$10,000.00);