

IN THE SUPREME COURT OF THE STATE OF NEVADA

VIVIA HARRISON, AN INDIVIDUAL,

Appellant,

vs.

RAMPARTS, INC., LUXOR HOTEL &
CASINO, A NEVADA DOMESTIC
CORPORATION,

Respondent.

Case No. 80167

Electronically Filed
Jul 06 2020 04:48 p.m.

Elizabeth A. Brown

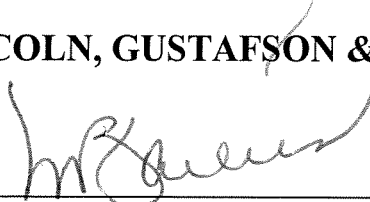
**RESPONDENT'S REPLY TO
APPELLANT'S OPPOSITION TO
MOTION TO DISMISS**

COMES NOW, Respondent/Defendant, RAMPARTS, INC. d/b/a LUXOR HOTEL & CASINO ("Luxor"), by and through their counsel of record, the law firm of LINCOLN, GUSTAFSON & CERCOS, and hereby submits its Reply to Appellant's Opposition to Motion to Dismiss pursuant to NRAP 14(f).

This Reply is based on the papers, pleadings and records in the Court's file and the following Points and Authorities and exhibits attached thereto.

DATED this 6 day of July, 2020.

LINCOLN, GUSTAFSON & CERCOS, LLP



LOREN S. YOUNG, ESQ.

Nevada Bar No. 7567

MARK B. BAILUS, ESQ.

Nevada Bar No. 2284

3960 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

Attorneys for Respondent/Defendant, Luxor

POINTS AND AUTHORITIES

I. INTRODUCTION

This is an appeal from a final judgment where Plaintiff/Appellant, VIVIA HARRISON (“Plaintiff”) stipulated to dismiss all claims against defendant, Desert Medical Equipment (“Desert Medical”). In her opposition (at 3), Plaintiff acknowledges that she “is not aggrieved by the stipulate dismissal order with Desert Medical.” Since appellant stipulated to Desert Medical’s dismissal, appellant is not aggrieved by that judgment and may not appeal the same. *See* NRAP 3A(a) (requiring a party to be aggrieved by an order or judgment to have standing to appeal); *Vinci v. Las Vegas Sands, Inc.*, 115 Nev. 243, 246, 984 P.2d 750, 752 (1999) (indicating that a party is not aggrieved where that party voluntarily stipulated to dismiss a claim). Moreover, Plaintiff is not aggrieved by the interlocutory orders, *i.e.*, order granting Luxor’s motion for attorney’s fees and costs and order denying Plaintiff’s motion to reconsider the court’s order granting Luxor an attorney lien offset.¹ Because of such, the interlocutory orders are not reviewable. Notwithstanding, Plaintiff’s ability to appeal from any interlocutory orders was contingent on the final judgment being appealable, which it is not. *See Consol.*

¹ It must be remembered that Plaintiff’s attorneys, and not Plaintiff, will receive any of the proceeds at issue, since Plaintiff’s attorneys claim an attorney lien in the amount of \$169,246.73 that exceeds the amount of the purported settlement with Dessert Medical, leaving nothing for the Plaintiff herself.

Generator-Nev., Inc. v. Cummins Engine Co., 114 Nev. 1304, 1312, 9791 P.2d 1251, 1256 (1988) (recognizing that this court may review an interlocutory order in the context of an appeal from final judgment). Accordingly, as it appears that this Court lacks jurisdiction, this appeal should be dismissed.

LEGAL ARGUMENT

1. The Plaintiff is Not Aggrieved by the Stipulation and Order Voluntarily Dismissing Desert Medical and Any Interlocutory Orders and As Such, Lacks Standing to Bring This Appeal

“[T]his court has jurisdiction to entertain an appeal only where the appeal is brought by an aggrieved party.” *See Valley Bank*, 110 Nev. at 446, 300 P.2d 734 (emphasis omitted). “[A] party is aggrieved when the judgement causes a ‘substantial grievance,’ such the denial of some personal or property right.” *See id.* at 446. A grievance is substantial when “the district court’s decision imposes an injustice, or illegal obligation or burden, on the party, or denies the party and equitable or legal right.” *See In re T.L.*, 133 Nev. 790, 792, 406 P.3d. 494 494, 496 (2017).

In her opposition (at 3), Plaintiff acknowledges that Plaintiff “is not aggrieved by the stipulated dismissal order with Desert Medical.” As such, Plaintiff may not appeal from the same. *See* NRAP 3A(a)(allowing an appeal from an aggrieved party); *Vinci v. Las Vegas Sands, Inc.*, 115 Nev. 243, 984 P.2d 750 (1999) (indicating that a party is not aggrieved where the party voluntarily stipulated to

dismiss a claim). Without any analysis, however, Plaintiff summarily concludes in her opposition (at 3) that “she is aggrieved by interlocutory orders, which are reviewable.” Luxor disagrees.

After the trial, on December 20, 2018 and January 8, 2019, Plaintiff’s attorneys sent out a notice of attorney lien in the amount of \$169,246.73. (See Exhibit “1”). Given that these notices conformed with the *Golightly* decision, Plaintiff’s attorneys maintain that their attorney liens were perfected. *See Golightly & Vannah, PLLC v. TJ Allen, LLC*, 132 Nev. ___, Adv. Op. 41, 373 P.3d 103 (2016); *see also, Leventhal v. Black & LoBello*, 129 Nev. 472, 477-478, 305 P.3d 907, 910-911 (2013) (a charging lien attaches to “any money or property which is recovered” in a lawsuit after the lien is perfected). Apparently, Plaintiff has not challenged that Plaintiff’s attorneys have a perfected attorney lien in the amount of \$169, 246,73. As such, Plaintiff is not aggrieved by the interlocutory orders as it is Plaintiff’s attorneys, and not Plaintiff, who will receive any proceeds from Desert Medical as a result of their attorney lien.

In addition, Luxor has been awarded \$109,285.73 which must be offset from other funds received by Plaintiff prior to any distribution and takes priority over any other lien , including the attorney lien. (See Exhibit “2”). Regardless of the outcome the appeal, Plaintiff will not receive any of the proceeds from the Desert Medical settlement.

In the case *sub judice*, Plaintiff has failed to demonstrate that the final judgment and the interlocutory orders, *i.e.*, order granting Luxor's attorney fees and costs and order denying reconsideration of the attorney lien offset, affected her personal or property rights and that she has standing to appeal as an aggrieved party. *See* NRAP 3A(a) (requiring a party to be aggrieved to have standing to appeal a judgement or order); *see also, Valley Bank of Nev. v. Ginsburg*, 110 Nev. at 446, 874 P.2d at, 734 (explaining that for purposes of NRAP3A(a), a party is aggrieved "when either a personal right or right to property is adversely and substantially affected"). Absent such, Plaintiff's appeal should be dismissed for lack of jurisdiction

III. CONCLUSION

For the forgoing reasons, Luxor's motion should be granted, and this appeal dismissed for lack of jurisdiction by this Court to entertain the same.

DATED this 6 day of July, 2020.

LINCOLN, GUSTAFSON & CERCOS, LLP


LOREN S. YOUNG, ESQ.

Nevada Bar No. 7567

MARK B. BAILUS, ESQ.

Nevada Bar No. 2284

3960 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

Attorneys for Respondent/Defendant, Luxor

CERTIFICATE OF SERVICE

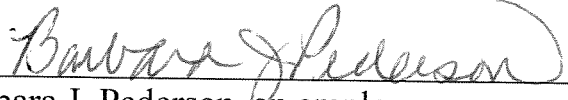
I HEREBY CERTIFY that on the 6th day of July, 2020, I served a copy of this
**RESPONDENT'S REPLY TO APPELLANT'S OPPOSITION TO MOTION
TO DISMISS** upon all counsel of record:

X By electronic service in accordance with the Master Service List to the
following:

Micah S. Echols, Esq.
Claggett & Sykes Law Firm
4101 Meadows Lane, Suite 100
Las Vegas, NV 89107
Attorneys for Plaintiff

Boyd B. Moss III, Esq.
Moss Berg Injury Lawyers
4101 Meadows Lane, Suite 110
Las Vegas, NV 89107
Attorneys for Plaintiff

Matthew G. Pfau, Esq.
Parry & Pfau
880 Seven Hills Drive, Suite 210
Henderson, NV 89052
Attorneys for Plaintiff



Barbara J. Pederson, an employee
of the law offices of
Lincoln, Gustafson & Cercos, LLC

INDEX OF EXHIBITS

Exhibit 1	Notice(s) of Attorney Lien
Exhibit 2	Notice of Entry of Order and Order Granting Defendant Luxor's Motion for Attorney's Fees and Costs

EXHIBIT “1”



ZACHARIAH B. PARRY, ESQ.*†
MATTHEW G. PFAU, ESQ.*‡

880 SEVEN HILLS DRIVE,
SUITE 210
HENDERSON, NEVADA 89052
702 879 9555 TEL
702 879 9556 FAX

www.p2lawyers.com

* licensed in Nevada
† licensed in Utah
‡ licensed in California

January 24, 2019

Via Certified US Mail: 7018 1830 0001 0148 7272

David and Vivia Harrison
491 Country Road, # 404
Haleyville, Alabama 35565

Re: Harrison v. Ramparts, Inc. dba Luxor Hotel
& Casino and Desert Medical Equipment

NOTICE OF ATTORNEY LIEN

David and Vivia,

This correspondence serves as a supplement to the attorney lien we perfected in September 2016.

Pursuant to our retainer agreement and NRS 18.015, the law firm of PARRY & PFAU is entitled to 33 $\frac{1}{3}$ % of all sums recovered prelitigation and 40% for all sums recovered after litigation has commenced.

We also claim a right to recover all costs. The total costs associated with this case are \$169,246.73.

Please contact our office if you have any questions.

Sincerely,

PARRY & PFAU

Matthew G. Pfau, Esq.



ZACHARIAH B. PARRY, ESQ.*†
MATTHEW G. PFAU, ESQ.*‡

880 SEVEN HILLS DRIVE,
SUITE 210
HENDERSON, NEVADA 89052
702 879 9555 TEL
702 879 9556 FAX

www.p2lawyers.com

* licensed in Nevada
† licensed in Utah
‡ licensed in California

January 8, 2019

Via Certified US Mail: 7015 0640 0002 1611 2767

LINCOLN, GUSTAFSON & CERCOS
Attn: Loren S. Young, Esq.
3960 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169

Re: Harrison v. Ramparts, Inc. dba Luxor Hotel
& Casino and Desert Medical Equipment

NOTICE OF ATTORNEY LIEN

Mr. Young,

This correspondence serves as a supplement to the attorney lien we perfected in September 2016.

Pursuant to our retainer agreement and NRS 18.015, the law firm of PARRY & PFAU is entitled to 33 $\frac{1}{3}$ % of all sums recovered prelitigation and 40% for all sums recovered after litigation has commenced.

We also claim a right to recover all costs. The total costs associated with this case are \$169,246.73.

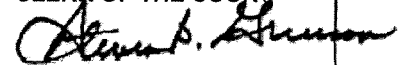
Please contact our office if you have any questions.

Sincerely,

PARRY & PFAU

Matthew G. Pfau, Esq.

EXHIBIT “2”



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**
8 3960 Howard Hughes Parkway, Suite 200
9 Las Vegas, Nevada 89169
10 Telephone: (702) 257-1997
11 Facsimile: (702) 257-2203
12 lyoung@lgclawoffice.com
13 tmaroney@lgclawoffice.com

14 Attorneys for Defendant, RAMPARTS, INC.
15 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 MECHANICAL EQUIPMENT, a
Nevada Domestic Corporation, DOES I through
XXX, inclusive, and ROE BUSINESS
ENTITIES I through XXX, inclusive,
Defendants.

DESERT MEDICAL EQUIPMENT, a Nevada
Domestic Corporation,

Third-Party Plaintiff,

v.

STAN SAWAMOTO, an individual,

Third Party Defendant.

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

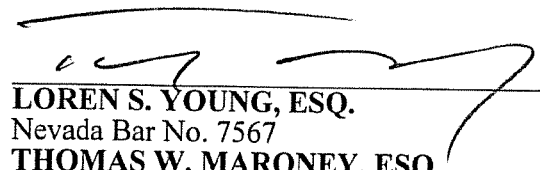
NOTICE OF ENTRY OF ORDER

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 18th day
3 of March, 2019; a true and correct copy is attached hereto.

4 DATED this 18th day of March, 2019.

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

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

Nevada Bar No. 7567

THOMAS W. MARONEY, ESQ.

Nevada Bar No. 13913

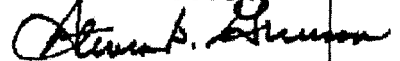
3960 Howard Hughes Parkway, Suite 200

Las Vegas, NV 89169

Attorneys for Defendant, RAMPARTS, INC.

d/b/a LUXOR HOTEL & CASINO

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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
6 **LINCOLN, GUSTAFSON & CERCOS, LLP**
7 **ATTORNEYS AT LAW**
8 3960 Howard Hughes Parkway
9 Suite 200
10 Las Vegas, Nevada 89169
11 Telephone: (702) 257-1997
12 Facsimile: (702) 257-2203
13 lyoung@lgclawoffice.com
14 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 GRANTING DEFENDANT
RAMPARTS, INC. d/b/a LUXOR HOTEL &
CASINO'S MOTION FOR ATTORNEY'S
FEES AND COSTS**

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

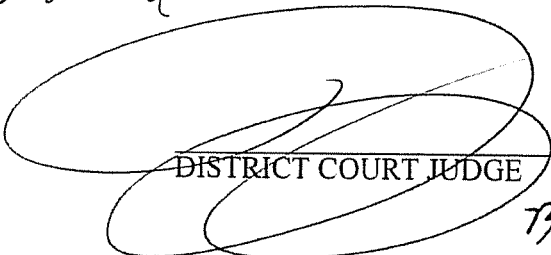
20 Based on the forgoing, and for good cause shown, **IT IS HEREBY ORDERED** that
21 Defendant Luxor's Memorandum of Allocated Costs and Disbursements and Motion and Application
22 for Costs is hereby **GRANTED** in the amount of Thirty Nine Thousand Five Hundred and Ninety
23 Seven Dollars and Twenty-Eight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

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

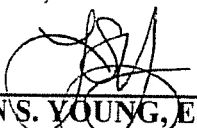
5 Based on the forgoing, **IT IS HEREBY FURTHER ORDERED** that this total final judgment
6 must first be offset from other settlement funds received by Plaintiff and Plaintiff's attorney as part of
7 the trial judgment before any distribution and this total final judgment in favor of Luxor takes priority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

10 DATED this 15 day of March, 2019.

11
12
13 
14 DISTRICT COURT JUDGE 73

15 Respectfully Submitted by:

16 **LINCOLN, GUSTAFSON & CERCOS, LLP**

17 
18 **LOREN S. YOUNG, ESQ.**

19 Nevada Bar No. 7567
20 3960 Howard Hughes Pkwy, Suite 200
21 Las Vegas, NV 89169
22 Attorneys for Defendant, RAMPARTS, INC.
23 d/b/a LUXOR HOTEL & CASINO

24 Approved as to form and content by:

25 **PARRY & PFAU**

MOSS BERG INJURY LAWYERS

26 Refused to Sign
27 **MATTHEW G. PFAU, ESQ.**

28 Nevada Bar No. 11439
880 Seven Hills Drive, Suite 210
Henderson, NV 89052
Attorneys for Plaintiff, VIVIA HARRISON

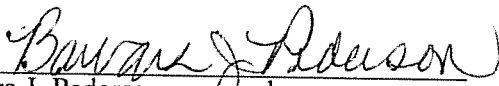
Refused to Sign
BOYD B. MOSS, ESQ.

Nevada Bar No. 8856
4101 Meadows Lane, Suite 110
Las Vegas, NV 89107
Attorneys for Plaintiff, VIVIA HARRISON

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 18th day of March, 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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