

1 **STORM LEGAL GROUP**

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Electronically Filed
Oct 27 2020 01:39 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

10 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

11 JUAN MILLAN ARCE, an individual,

SUPREME COURT NO.: 81862

12 Appellant,

13 vs.

DOCKETING STATEMENT

14 PATRICIA SANCHEZ, an Individual,

CIVIL APPEALS

15 Respondent.

16 1. Judicial District: 8TH District of Nevada

Department: 27

17 County: Clark County

Judge: Hon. Judge Nancy L. Allf

18 District Ct. Case No.: A-19-796822-C

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

20 Attorney: Erich N. Storm

Telephone: (702) 765-0976

21 Firm: STORM LEGAL GROUP

22 Address: 3057 E. Warm Springs Rd., Suite 400, Las Vegas, NV 89120

23 Client(s): JUAN MILLAN ARCE

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

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

27 Attorney: Brice J. Craft

Telephone: (702) 385-5969

28 Firm: DEAVER CRAFTON

Address: 810 E. Charleston Blvd., Las Vegas, NV 89104

Client(s): PATRICIA SANCHEZ

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Order accordingly. That Order is the subject of this appeal.

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

1. IS THE SETTLEMENT AGREEMENT VOID OR VOIDABLE AT THE OPTION OF APPELLANT FOR COUNSEL'S VIOLATION OF NRPC 4.2?
2. IS RESPONDENT ESTOPPED FROM ENFORCING THE SETTLEMENT AGREEMENT?
3. DID THE DISTRICT COURT PROPERLY SET ASIDE THE JUDGMENT IN FAVOR OF APPELLANT?
4. SHOULD THE JUDGMENT IN FAVOR OF APPELLANT BE RE-INSTATED?

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?

☐ NIA

☐ Yes

☐ No

If not, explain:

NOT APPLICABLE.

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:

1. Was Respondent's counsel's conduct in communicating with the Appellant's claims

representative *ex parte* and settling the case without the prior knowledge or approval of Appellant's counsel a violation of NRPC 4.2?

2. Does NRPC 4.2 enunciate relevant Nevada public policy?

3. Did Respondent's counsel violate a public policy enunciated in NRPC 4.2?

4. Is holding the settlement agreement at issue void or voidable as against public policy a proper remedy for the violation of public policy?

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:

Appellant submits that this appeal is presumptively retained by the Nevada Supreme Court. Appellant believes that this appeal raises matters of first impression under the common law (NRAP 17(a)(11)), and that the matters herein raised are of statewide public importance (NRAP 17(a)(11)).

14. Trial. If this action proceeded to trial, how many days did the trial last? Was it a bench or jury trial?

NOT APPLICABLE.

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?

Appellant does not intend to file such a motion.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from:

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

September 15, 2010.

1 **17. Date written notice of entry of judgment or order was served:**
2 September 17, 2020.

3 Was service by:

- 4 ☐ Delivery
5 ☒ Mail/electronic/fax

6 **18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP**
7 **50(b), 52(b), or 59)**

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

- 10 ☐ NRCP 50(b) Date of filing:
11 ☐ NRCP 52(b) Date of filing:
12 ☐ NRCP 59 Date of filing:

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

16 (b) Date of entry of written order resolving tolling motion:

17 (c) Date written notice of entry of order resolving tolling motion was served:

18 Was service by:

- 19 ☐ Delivery
20 ☐ Mail

21 NOT APPLICABLE.

22 **9. Date notice of appeal filed:**

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

25 September 28, 2020.

26 **20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP**
27 **4(a) or other.**

28 NRAP 4A(1).

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SUBSTANTIVE APPEALABILITY

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

(a)

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input checked="" type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) | |

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

1. The order setting aside the judgment in favor of Appellant: NRAP 3A(b)(1).
2. The order granting motion to enforce settlement agreement: NRAP 3A(b)(1);
NRAP 3A(b)(3).

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

(a) Parties:

Patricia Sanchez (Plaintiff/Respondent).

Juan Millan Arce (Defendant/Appellant)

(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:

Not Applicable.

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.

Complaint: Negligence

Arbitration Award Served: February 11, 2020

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

3 ☒ Yes

4 ☐ No

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

6 (a) Specify the claims remaining pending below:

7 (b) Specify the parties remaining below:

8 NOT APPLICABLE

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

11 ☐ Yes

12 ☐ No

13 NOT APPLICABLE

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

16 ☐ Yes

17 ☐ No

18 NOT APPLICABLE

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

21 NOT APPLICABLE

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

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

///

1 SEE ATTACHED.
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4 **VERIFICATION**

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

9 Juan Millan Arce
10 Name of appellant

Erich N. Storm
Name of counsel of record

11 October 27, 2020
12 Date


Signature of counsel of record

13 Clark County, Nevada
14 State and county where signed
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1 **CERTIFICATE OF SERVICE**

2 I **HEREBY CERTIFY** that on this 27th day of October, 2020, I served a true and
3 Complete copy of the foregoing DOCKETING STATEMENT addressed to the parties below as
4 follows:

5 ☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail,
6 enclosed in a sealed envelope upon which first class postage was fully prepaid; and /or

7 ☐ via facsimile; and or

8 ☐ by hand delivery to parties listed below; and or

9 ☒ by electronic service via ODYSSEY through the District Court.

10 NATHAN S. DEAVER, ESQ.

11 Nevada Bar No. 11947

12 BRICE J. CRAFTON, ESQ.

13 Nevada Bar No. 10558

14 **DEAVER I CRAFTON**

810 E. Charleston Blvd.

14 Las Vegas, NV 89104

15 brice@deavercrafton.com

shannon@deavercrafton.com

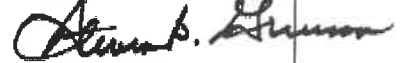
16 Tel. (702)385-5969

Fax. (702)385-6939

17 *Attorneys for Respondent*

19 /s/ Star Farrow

20 **STORM LEGAL GROUP**



CASE NO: A-19-796822-C
Department 27

COMP
NATHAN S. DEAVER, ESQ.
Nevada Bar No. 11947
BRICE J. CRAFTON, ESQ.
Nevada Bar No. 10558
DEAVER | CRAFTON
810 E. Charleston Blvd.
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shannon@deavercrafton.com
Tel. 702.385.5969
Fax. 702.385.6939
Attorneys for Plaintiff

DISTRICT COURT
COUNTY OF CLARK, NEVADA

PATRICIA SANCHEZ, an individual;

Plaintiff,

Case No.
Dept. No.

COMPLAINT

vs.

JUAN MILLAN ARCE, an individual; DOES
I-X, inclusive; and ROE CORPORATIONS I-
X, inclusive;

Defendants.

COME NOW, Plaintiff PATRICIA SANCHEZ, by and through her attorneys BRICE J. CRAFTON, ESQ., and NATHAN S. DEAVER, ESQ., of the law firm DEAVER | CRAFTON, and as for their causes of action against Defendants, allege as follows:

FACTS COMMON TO ALL CLAIMS FOR RELIEF

1. All the facts and circumstances that give rise to the subject lawsuit occurred in the County of Clark, State of Nevada.
2. At all times relevant hereto Plaintiff, PATRICIA SANCHEZ, is and at all times material hereto was, a resident of the County of Clark, State of Nevada.

3. At all times relevant hereto Defendant, JUAN MILLAN ARCE, is and at all times material hereto was, a resident of the County of Clark, State of Nevada.

4. Plaintiff, PATRICIA SANCHEZ, and DEFENDANT, JUAN MILLAN ARCE, were in the use and operation of a motor vehicle over the public roads, streets or highways, or in any other area open to the public and commonly used by motor vehicles, in the State of Nevada.

5. The true names of DOES I through X, their citizenship and capacities, whether individual, corporate, associate, partnership or otherwise, are unknown to Plaintiff, who therefore alleges that each of the Defendants, designated as DOES I through X, are, or may be, legally responsible for the events referred to in this action, and caused damages to Plaintiff, as herein alleged, and Plaintiff will ask leave of this Court to amend the Complaint to insert the true names and capacities of such Defendant, when the same have been ascertained, and to join them in this action, together with the proper charges and allegations.

6. DOES I through X and ROE CORPORATIONS I through X may be employers of Defendant, who may be liable for Defendant's negligence pursuant to NRS 41.130, which states:

Except as otherwise provided in NRS 411.745, whenever any person shall suffer personal injury by wrongful act, neglect or default of another, the person causing the injury is liable to the person injured for damages; and where the person causing the injury is employed by another person or corporation responsible for his conduct, that person or corporation so responsible is liable to the person or corporation responsible for his conduct, that person or corporation so responsible is liable to the person injured for damages.

7. DOES I through X may be immediate family members of Defendant who may liable for Defendant's negligence pursuant to NRS 41.440, which states:

Any liability imposed upon a wife, husband, son, daughter, father, mother,

1 brother, sister or other immediate member of a family arising out of his or
2 her driving and operating a motor vehicle upon a highway with the
3 permission, express or implied, of such owner is hereby imposed upon the
4 owner of the motor vehicle, and such owner shall be jointly and severally
5 liable with his or her wife, husband, son, daughter, father, mother, brother,
6 sister, or other immediate member of the family for any damages
7 proximately resulting from such negligence or willful misconduct, and such
8 negligent or willful misconduct shall be imputed to the owner of the motor
9 vehicle for all purposes of civil damages.

- 10 8. At all times herein mentioned, Defendant, its agents, partners, servants, employees,
11 contractors, and each of them were acting within the course and scope of their agency,
12 employment, or contract.

13 **FACTS COMMON TO INCIDENT**

- 14 9. On August 3, 2018 Plaintiff, PATRICIA SANCHEZ, was involved in a motor vehicle
15 collision with a vehicle owned and operated by JUAN MILLAN ARCE.
16 10. Plaintiff, PATRICIA SANCHEZ, was at the intersection of Desert Inn and Maryland
17 Parkway when Defendant, JUAN MILLAN ARCE, failed to keep a safe distance and
18 rear-ended Plaintiff's vehicle.
19 11. That Defendant, JUAN MILLAN ARCE, while operating said vehicle in Las Vegas,
20 Nevada, failed to use due care and improperly rear-ended Plaintiff when he operated
21 his vehicle in a negligent, reckless and unlawful manner, and caused a collision to
22 Plaintiff's vehicle, causing injuries to Plaintiff and damages to Plaintiff's vehicle and
23 person.
24 12. It has been necessary for Plaintiff to retain the services of the law firm DEAVER
CRAFTON to represent her in the above-entitled matter, and Plaintiff is entitled to
reasonable attorney's fees and costs incurred herein.

FIRST CAUSE OF ACTION
(Negligence as to all defendants)

13. Plaintiff incorporates by this reference each and every allegation previously made in this Complaint, in paragraphs 1 to 12, as if here fully set forth.
14. Defendant, JUAN MILLAN ARCE, owed a duty of care to Plaintiff to operate his vehicle in a careful, responsible, and reasonably prudent manner.
15. Defendant, JUAN MILLAN ARCE, breached this duty when he negligently, recklessly, and/or carelessly maintained, controlled, and operated the vehicle by failing to use due care, failing to operate the vehicle in a safe manner under existing conditions, failing to keep a safe distance, and driving too fast for traffic conditions, all and each of which thereby directly and proximately caused the injuries and damages complained of herein as suffered by Plaintiff.
16. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of Defendant, JUAN MILLAN ARCE, Plaintiff sustained severe bodily trauma, all or some of which may be permanent and disabling in nature all to their general and compensatory damage in an amount greater than \$15,000.
17. In addition, Plaintiff was required to incur expenses for medical care, treatment and expenses incidental thereto, all to her detriment, in an amount unknown at this time, and may be required in the future to incur expenses for medical care and treatment, including surgery, physicians, nurses, physical therapists, hospitalization, x-rays, medicine and general medical care in an amount not yet ascertained, and in this regard Plaintiff prays leave of the Court to insert all said damages herein when the same have been fully ascertained or proven at the time of trial herein.
18. As a direct and proximate result of Defendant's negligence, recklessness, and/or carelessness, Plaintiff has endured pain and suffering, worry, anxiety, emotional

1 distress, loss of enjoyment of life, and will continue to endure said losses for an
2 indefinite period of time in the future, in an amount greater than \$15,000, and in this
3 regard, Plaintiff prays leave of the Court to insert all said damages herein when the
4 same have been fully ascertained or proven at the time of trial herein.

- 5 19. It has been necessary for Plaintiff to retain the services of the law firm DEAVER
6 CRAFTON to represent her in the above-entitled matter, and Plaintiff is entitled to
7 reasonable attorney's fees and costs incurred herein.

8 **SECOND CAUSE OF ACTION**
9 **(Negligence Per Se as to all Defendants)**

- 10 20. Plaintiff incorporates by this reference each and every allegation previously made in
11 this Complaint, in paragraphs 1 to 19, as if here fully set forth.
- 12 21. Plaintiff is informed, believes, and thereupon alleges, that Defendant operated his
13 vehicle in a manner that violates State of Nevada, County of Clark and City of Las
14 Vegas statutes, laws and ordinances, including, but not limited to, failing to keep a
15 safe distance, failure to use due care in the operation of a vehicle, driving at
16 excessive speed, and improper driving.
- 17 22. Plaintiff is within the class of persons intended to be protected by the statutes, laws
18 and ordinances of the State of Nevada, County of Clark and City of Las Vegas.
- 19 23. The injuries suffered by Plaintiff were of the type against which the statutes, laws
20 and ordinances of the State of Nevada, County of Clark and City of Las Vegas were
21 intended to protect.
- 22 24. That, as a direct and proximate result of the aforementioned negligence,
23 carelessness and/or recklessness of Defendant, JUAN MILLAN ARCE, Plaintiff
24 suffered physical injuries, pain and suffering damages, and loss of enjoyment of
life, some of which conditions are permanent and disabling.

25. As a direct and proximate result of Defendant, JUAN MILLAN ARCE'S, negligence, recklessness, and/or carelessness, Plaintiff, PATRICIA SANCHEZ, incurred and continues to incur, medical expenses, and special damages which does not include future medical treatment recommended by his treating physicians. Plaintiff has also suffered general damages in additional amounts to be proven at trial.

25. It has been necessary for Plaintiff to retain the services of the law firm DEAVER | CRAFTON to represent her in the above-entitled matter, and Plaintiff is entitled to reasonable attorneys' fees and costs incurred herein.


PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief judgment against Defendants, and each of them, as follows:

1. Special damages in the amount of greater than \$15,000 according to proof at trial;
2. General damages to be determined at time of trial;
3. Interest from the time of service of this Complaint as allowed by NRS17.130;
4. Costs of suit and attorneys' fees; and
5. For such other and further relief as the Court may deem appropriate.

DATED this 30 day of May, 2019.

DEAVER | CRAFTON


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Nevada Bar No. 11947
BRICE J. CRAFTON, ESQ.
NEVADA Bar No. 10558
810 E. Charleston Blvd.
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Attorneys for Plaintiff

1 **ORDR**
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2 Nevada Bar No. 11947
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6 Tel. (702)385-5969
Fax. (702)385-6939
7 *Attorneys for Plaintiff*

8 **DISTRICT COURT**

9 **COUNTY OF CLARK, NEVADA**

10 PATRICIA SANCHEZ, an individual;

11 Plaintiff,

Case No. A- 19-796822-C

12 vs.

Dept. No. XXVII

13 JUAN MILLAN ARCE, an individual; DOES
14 I-X, inclusive; and ROE CORPORATIONS I-
X, inclusive;

15 Defendants.

16 **ORDER GRANTING PLAINTIFF'S MOTION FOR RELIEF FROM**
17 **JUDGMENT AND TO ENFORCE SETTLEMENT**

18 The Motion for Relief from Judgment and to Enforce Settlement, having come before the
19 Court on June 11, 2020 at 3:30pm, and the Court, having reviewed the papers submitted by the
20 parties and heard the arguments of counsel, finds, concludes, and orders the Motion **GRANTED**,
21 as set forth below, which is based upon Plaintiff's factual summary as outlined in Plaintiff's
22 moving papers, which the court adopts, and the moving papers, including the citations to legal
23 authorities, which the court finds persuasive:

1 **THE COURT FINDS** that Defendant was an insured of Key Insurance Company, Inc., at all
2 relevant times, and provided a defense to Defendant with respect to this matter. Erika Cervantes
3 was an employee of Key Insurance Company, Inc. and was the claims adjuster assigned to this
4 matter.

5 **THE COURT FURTHER FINDS** that a settlement was reached in this matter on February 20,
6 2020 during a telephone conversation between Plaintiff's counsel, Mr. Nathan Deaver and Erika
7 Cervantes. During that conversation, Ms. Cervantes agreed to pay the sum of \$10,000.00 and
8 was to send Mr. Deaver a release regarding the same. This settlement was reached specifically
9 to avoid the need for Plaintiff to file a request for short trial after an arbitration award was
10 submitted on February 11, 2020.

11 **THE COURT FURTHER FINDS** that pursuant to the settlement discussions had, and
12 agreements reached, between Mr. Deaver and Ms. Cervantes on February 20, 2020, a valid,
13 binding, and enforceable contract for settlement was entered, which included: an offer to settle
14 for \$10,000.00; an acceptance of said offer; and, consideration in the form of an agreement to a
15 release of all claims, as well as the waiver of Plaintiff's right to request that this matter proceed
16 to a short trial. Moreover, Plaintiff relied upon the settlement by not seeking a short trial.

17 **THE COURT FURTHER FINDS** that on March 25, 2020, Mr. Erich Storm, an employee of
18 Key Insurance and assigned counsel for Defendant Arce, filed a Judgment on Arbitration Award
19 despite having knowledge that this case had previously settled on February 20, 2020.

20 **THE COURT FURTHER FINDS** that the negotiations and settlement agreement of February
21 20, 2020 between Mr. Deaver and Ms. Cervantes were not violative of any rule (legal, ethical, or
22 otherwise), including but not limited to Nevada Rule of Professional Conduct 4.2 as the
23 communication with Ms. Cervantes was not a communication with a person represented by
24

1 counsel as there is a distinction between in-house counsel and other counsel hired by an insurance
2 company to represent it insureds. Moreover, the communications were not against public policy
3 and therefore the contract for settlement entered on said date is not void.

4 **THE COURT THEREFORE CONCLUDES** that a lawful, binding and enforceable contract
5 was entered into on February 20, 2020, the terms of which include that Plaintiff Patricia Sanchez
6 accepts the amount of \$10,000.00 in exchange for her full and final release of claims against
7 Defendant Arce, thereby waiving her right to a short trial, and concludes that this contract is to
8 be enforced and that Key Insurance must pay the sum of \$10,000.00 to Plaintiff Sanchez, on
9 behalf of its insured, Defendant Arce, in exchange for the release of all claims per the terms of
10 the agreement.

11 **THE COURT FURTHER CONCLUDES** that the Judgment filed by Mr. Erich Storm on March
12 25, 2020 should be vacated considering the settlement of this matter on February 20, 2020.

13 **THEREFORE, IT IS HEREBY ORDERED** that Plaintiff's Motion for Relief from Judgment
14 and to Enforce Settlement is **GRANTED**, and that the Judgment filed on March 25, 2020 is
15 vacated.

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Defendant Arce is ordered to pay \$10,000.00 to Ms. Sanchez, through his insurer Key Insurance, in exchange for Plaintiff Sanchez's full and final release of all claims against him.

DATED this 15th day of September, 2020.

DATED this 15th day of September, 2020.

DEAVER | CRAFTON

STORM LEGAL GROUP

Approved as to Form and Content

/s/ BRICE J. CRAFTON, ESQ.

/s/ ERICH N. STORM, ESQ.

BRICE J. CRAFTON, ESQ.
NEVADA Bar No. 10558
810 E. Charleston Blvd.
Las Vegas, NV 89104
Attorneys for Plaintiff

ERICH N. STORM, ESQ.
Nevada Bar No. 4480
3057 E. Warm Springs Road, Suite 400
Las Vegas, NV 89120
Attorney for Defendant

ORDER

IT IS SO ORDERED, that Plaintiff's Motion for Relief From Judgment and to Enforce Settlement is **GRANTED**.

DATED this ____ day of _____, 2020.

Dated this 15th day of September, 2020

Nancy L Alf
DISTRICT COURT JUDGE

Respectfully Submitted by:

8AB 16D 75BF 1DDC
Nancy Alf
District Court Judge

DEAVER | CRAFTON

/s/ BRICE J. CRAFTON, ESQ.

BRICE J. CRAFTON, ESQ.
NEVADA Bar No. 10558
810 E. Charleston Blvd.
Las Vegas, NV 89104
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that I am an employee of DEAVER | CRAFTON, and that on the 15th day of September, 2020, pursuant to NRCP 5(b), I am serving the attached copy of **ORDER GRANTING PLAINTIFF'S MOTION FOR RELIEF FROM JUDGMENT AND TO ENFORCE SETTLEMENT** on the party(s) set forth below by:

☐ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Las Vegas, Nevada, postage prepaid, following ordinary business practices.

☐ Via Facsimile (Fax)

☒ Electronically served through the Eighth Judicial District Court's Electronic filing system:

Erich N. Storm, Esq.
STORM LEGAL GROUP
3057 E. Warm Springs Road
Suite 400
Las Vegas, NV 89120
Attorney for Defendant

/s/ Shannon Shaffer

An employee of DEAVER | CRAFTON

Compose

Inbox 3

Starred

Snoozed

Sent

Drafts 65

 Cynthia Missed

More

Meet

Start a meeting

Join a meeting

Hangouts

 Shannon +

Begin forwarded message:

From: Erich Storm <EStorm@keyinsco.com>
Date: September 15, 2020 at 2:34:39 PM PDT
To: Brice Crafton <brice@deavercrafton.com>
Subject: RE: Sanchez

All right, go ahead and put my e-signature on it

Thanks,

Erich N. Storm
STORM LEGAL GROUP
3057 East Warm Springs Road
#400
Las Vegas NV 89120
702-765-0976

From: Brice Crafton <brice@deavercrafton.com>
Sent: Tuesday, September 15, 2020 11:39 AM
To: Erich Storm <EStorm@keyinsco.com>
Subject: Re: Sanchez

Erich, please find the revised order. Review and let me know if you have any further modifications. If not, I

No recent chats
Start a new one

Best Regards,

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Patricia Sanchez, Plaintiff(s)

CASE NO: A-19-796822-C

7 vs.

DEPT. NO. Department 27

8 Juan Arce, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/15/2020

15 Brice Crafton	brice@deavercrafton.com
16 Lisa McMillan	lmcmillan@cooperlevenson.com
17 Cynthia Villanueva	cynthia@deavercrafton.com
18 Shannon Shafffer	shannon@deavercrafton.com
19 Valeria Guerra	valeria@deavercrafton.com
20 Kristin Orque	korque@purdyandanderson.com
21 Erich Storm	estorm@keyinsco.com
22 Star Farrow	Sfarrow@keyinsco.com

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1 NEO
NATHAN S. DEAVER, ESQ.
2 Nevada Bar No. 11947
BRICE J. CRAFTON, ESQ.
3 Nevada Bar No. 10558
DEAVER | CRAFTON
4 810 E. Charleston Blvd.
Las Vegas, NV 89104
5 Tel. (702)385-5969
Fax. (702)385-6939
6 *Attorneys for Plaintiff*

7 **DISTRICT COURT**

8 **COUNTY OF CLARK, NEVADA**

9 PATRICIA SANCHEZ, an individual;

10 Plaintiff,

Case No. A- 19-796822-C

11 vs.

Dept. No. XXVII

12 JUAN MILLAN ARCE, an individual; DOES
I-X, inclusive; and ROE CORPORATIONS I-
13 X, inclusive;

14 Defendants.

15 PLEASE TAKE NOTICE that an Order was entered in the above entitled matter on
16 September 15, 2020. A copy is attached hereto.

17 DATED this 17th day of September, 2020.

18 **DEAVER | CRAFTON**

19 */s/ BRICE J. CRAFTON, ESQ.*

20 **BRICE J. CRAFTON, ESQ.**
21 NEVADA Bar No. 10558
22 810 E. Charleston Blvd.
Las Vegas, NV 89104
23 *Attorneys for Plaintiff*

CERTIFICATE OF SERVICE

I certify that I am an employee of DEAVER | CRAFTON, and that on the 17th day of September, 2020, pursuant to NRCP 5(b), I am serving the attached copy of **NOTICE OF ENTRY OF ORDER** on the party(s) set forth below by:

____ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Las Vegas, Nevada, postage prepaid, following ordinary business practices.

____ Via Facsimile (Fax)

 X Electronically served through the Eighth Judicial District Court's Electronic filing system:

ERICH N. STORM, ESQ.
STORM LEGAL GROUP
3057 East Warm Springs Road, Suite 400
Las Vegas, NV 89120
Attorney for Defendant

/s/ SHANNON SHAFFER

An employee of DEAVER | CRAFTON

Shannon L. Linn
CLERK OF THE COURT

ORDR
NATHAN S. DEEVER, ESQ.
Nevada Bar No. 11947
BRICE J. CRAFTON, ESQ.
Nevada Bar No. 10558
DEEVER | CRAFTON
810 E. Charleston Blvd.
Las Vegas, NV 89104
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Tel. (702)385-5969
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Attorneys for Plaintiff

DISTRICT COURT

COUNTY OF CLARK, NEVADA

PATRICIA SANCHEZ, an individual;

Plaintiff,

vs.

JUAN MILLAN ARCE, an individual; DOES
I-X, inclusive; and ROE CORPORATIONS I-
X, inclusive;

Defendants.

Case No. A- 19-796822-C

Dept. No. XXVII

**ORDER GRANTING PLAINTIFF'S MOTION FOR RELIEF FROM
JUDGMENT AND TO ENFORCE SETTLEMENT**

The Motion for Relief from Judgment and to Enforce Settlement, having come before the Court on June 11, 2020 at 3:30pm, and the Court, having reviewed the papers submitted by the parties and heard the arguments of counsel, finds, concludes, and orders the Motion **GRANTED**, as set forth below, which is based upon Plaintiff's factual summary as outlined in Plaintiff's moving papers, which the court adopts, and the moving papers, including the citations to legal authorities, which the court finds persuasive:

ATTORNEYS AT LAW

1 **THE COURT FINDS** that Defendant was an insured of Key Insurance Company, Inc., at all
2 relevant times, and provided a defense to Defendant with respect to this matter. Erika Cervantes
3 was an employee of Key Insurance Company, Inc. and was the claims adjuster assigned to this
4 matter.

5 **THE COURT FURTHER FINDS** that a settlement was reached in this matter on February 20,
6 2020 during a telephone conversation between Plaintiff's counsel, Mr. Nathan Deaver and Erika
7 Cervantes. During that conversation, Ms. Cervantes agreed to pay the sum of \$10,000.00 and
8 was to send Mr. Deaver a release regarding the same. This settlement was reached specifically
9 to avoid the need for Plaintiff to file a request for short trial after an arbitration award was
10 submitted on February 11, 2020.

11 **THE COURT FURTHER FINDS** that pursuant to the settlement discussions had, and
12 agreements reached, between Mr. Deaver and Ms. Cervantes on February 20, 2020, a valid,
13 binding, and enforceable contract for settlement was entered, which included: an offer to settle
14 for \$10,000.00; an acceptance of said offer; and, consideration in the form of an agreement to a
15 release of all claims, as well as the waiver of Plaintiff's right to request that this matter proceed
16 to a short trial. Moreover, Plaintiff relied upon the settlement by not seeking a short trial.

17 **THE COURT FURTHER FINDS** that on March 25, 2020, Mr. Erich Storm, an employee of
18 Key Insurance and assigned counsel for Defendant Arce, filed a Judgment on Arbitration Award
19 despite having knowledge that this case had previously settled on February 20, 2020.

20 **THE COURT FURTHER FINDS** that the negotiations and settlement agreement of February
21 20, 2020 between Mr. Deaver and Ms. Cervantes were not violative of any rule (legal, ethical, or
22 otherwise), including but not limited to Nevada Rule of Professional Conduct 4.2 as the
23 communication with Ms. Cervantes was not a communication with a person represented by
24

1 counsel as there is a distinction between in-house counsel and other counsel hired by an insurance
2 company to represent it insureds. Moreover, the communications were not against public policy
3 and therefore the contract for settlement entered on said date is not void.

4 **THE COURT THEREFORE CONCLUDES** that a lawful, binding and enforceable contract
5 was entered into on February 20, 2020, the terms of which include that Plaintiff Patricia Sanchez
6 accepts the amount of \$10,000.00 in exchange for her full and final release of claims against
7 Defendant Arce, thereby waiving her right to a short trial, and concludes that this contract is to
8 be enforced and that Key Insurance must pay the sum of \$10,000.00 to Plaintiff Sanchez, on
9 behalf of its insured, Defendant Arce, in exchange for the release of all claims per the terms of
10 the agreement.

11 **THE COURT FURTHER CONCLUDES** that the Judgment filed by Mr. Erich Storm on March
12 25, 2020 should be vacated considering the settlement of this matter on February 20, 2020.

13 **THEREFORE, IT IS HEREBY ORDERED** that Plaintiff's Motion for Relief from Judgment
14 and to Enforce Settlement is **GRANTED**, and that the Judgment filed on March 25, 2020 is
15 vacated.

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Defendant Arce is ordered to pay \$10,000.00 to Ms. Sanchez, through his insurer Key Insurance, in exchange for Plaintiff Sanchez's full and final release of all claims against him.

DATED this 15th day of September, 2020.

DATED this 15th day of September, 2020.

DEAVER | CRAFTON

STORM LEGAL GROUP

Approved as to Form and Content

/s/ BRICE J. CRAFTON, ESQ.

/s/ ERICH N. STORM, ESQ.

BRICE J. CRAFTON, ESQ.
NEVADA Bar No. 10558
810 E. Charleston Blvd.
Las Vegas, NV 89104
Attorneys for Plaintiff

ERICH N. STORM, ESQ.
Nevada Bar No. 4480
3057 E. Warm Springs Road, Suite 400
Las Vegas, NV 89120
Attorney for Defendant

ORDER

IT IS SO ORDERED, that Plaintiff's Motion for Relief From Judgment and to Enforce Settlement is **GRANTED**.

DATED this ____ day of ____, 2020.

Dated this 15th day of September, 2020

Nancy L Alf

DISTRICT COURT JUDGE

8AB 16D 75BF 1DDC
Nancy Alf
District Court Judge

Respectfully Submitted by:

DEAVER | CRAFTON

/s/ BRICE J. CRAFTON, ESQ.

BRICE J. CRAFTON, ESQ.
NEVADA Bar No. 10558
810 E. Charleston Blvd.
Las Vegas, NV 89104
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that I am an employee of DEEVER | CRAFTON, and that on the 15th day of September, 2020, pursuant to NRCP 5(b), I am serving the attached copy of **ORDER GRANTING PLAINTIFF'S MOTION FOR RELIEF FROM JUDGMENT AND TO ENFORCE SETTLEMENT** on the party(s) set forth below by:

☐ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Las Vegas, Nevada, postage prepaid, following ordinary business practices.

☐ Via Facsimile (Fax)

☒ Electronically served through the Eighth Judicial District Court's Electronic filing system:

Erich N. Storm, Esq.
STORM LEGAL GROUP
3057 E. Warm Springs Road
Suite 400
Las Vegas, NV 89120
Attorney for Defendant

/s/ Shannon Shaffer

An employee of DEEVER | CRAFTON



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Meet

Start a meeting

Join a meeting

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+

No recent chats
Start a new one

Begin forwarded message:

From: Erich Storm <ESstorm@keyinsco.com>
Date: September 15, 2020 at 2:34:39 PM PDT
To: Brice Crafton <brice@deavercrafton.com>
Subject: RE: Sanchez

All right, go ahead and put my e-signature on it

Thanks,

Erich N. Storm
STORM LEGAL GROUP
3057 East Warm Springs Road
#400
Las Vegas NV 89120
702-765-0976

From: Brice Crafton <brice@deavercrafton.com>
Sent: Tuesday, September 15, 2020 11:39 AM
To: Erich Storm <ESstorm@keyinsco.com>
Subject: Re: Sanchez

Erich, please find the revised order. Review and let me know if you have any further modifications. If not, I

Best Regards,

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

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5
6 Patricia Sanchez, Plaintiff(s)

CASE NO: A-19-796822-C

7 vs.

DEPT. NO. Department 27

8 Juan Arce, Defendant(s)
9

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19 Valeria Guerra	valeria@deavercrafton.com
20 Kristin Orque	korque@purdyandanderson.com
21 Erich Storm	estorm@keyinsco.com
22 Star Farrow	Sfarrow@keyinsco.com

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