

IN THE SUPREME COURT OF THE STATE OF NEVADA

JUAN MILLAN ARCE, AN
INDIVIDUAL,

Appellant,

vs.

PATRICIA SANCHEZ, AN
INDIVIDUAL,

Respondent.

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Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court Case No. 81862
District Court Case No. A-19-796822-C

APPELLANT'S SUPPLEMENTAL BRIEFING

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No corporation that is the subject of NRAP 26.1 exists. Appellant is a natural person. However, the appeal is from a District Court Order directing Key Insurance Company, Inc., Appellant's automobile liability insurer, to make monetary payment to Respondent.

Desert Ridge Legal Group, formerly Storm Legal Group, appeared for Appellant Juan Millan Arce in proceedings in the District Court and has appeared for Appellant before this Court.

DATED this 14th day of November, 2022.

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1. Nevada Arbitration Rule 19.....p. 6
2. *Torres v. Goodyear Tire & Rubber Co.*, 130 Nev. 22, 317 P.3d 828
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3. *Dornbach v. Tenth Judicial Dist. Ct.*, 130 Nev. 305, 324 P.3d 369
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4. *Moseley v. Eighth Judicial Dist. Ct.*, 124 Nev. 654, 188 P.3d 1136
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I.

ISSUES PRESENTED IN ORDER FOR SUPPLEMENTAL BRIEFING

By Order dated November 3, 2022, the Court asked the parties to submit supplemental briefing on whether the application of NAR 19(C) affects the ability of the district court to set aside a judgment confirming an arbitration award under NRCP 60(b).

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1 Unambiguous language in a rule ‘is given its ordinary meaning unless it is clear this
2 meaning was not intended’” (internal citations omitted). *Dornbach v. Tenth Judicial*
3 *Dist. Ct.*, 130 Nev. 305, 310, 324 P.3d 369, 372 (2014).

4
5 The language of Rule 19(C) is clear and unambiguous. As such the Court
6 must give the Rule’s language its “ordinary meaning.” In this instance, “no other
7 amendment of or relief from judgment entered pursuant to this rule shall be
8 allowed” means exactly that, the District Court cannot grant the relief requesting in
9 the underlying motion. The Rule could not be any clearer and there are no
10 exceptions. Any other interpretation of that language would go against its direct
11 language.

12
13 In addition, given the use of the word “shall” makes it even clearer the
14 District Court has no ability to grant relief from a judgment entered under Rule 19.
15 “Further this court has stated that use of ‘shall’ is mandatory unless a rule’s
16 construction demands a different interpretation to carry out the rule’s purpose.”
17 *Moseley v. Eight Judicial Dist. Ct.*, 124 Nev. 654, 665, 188 P.3d 1136, 1143-1144
18 (2008).

19
20 The very purpose of the arbitration program is to more quickly and cost
21 efficiently resolve cases filed in the District Court. The entire process is
22 streamlined to that end with a very straight-forward set of rules. It makes sense that
23 no amendments would be allowed to judgment entered as part of that process
24 because such amendments would slow the process and defeat its very purpose.

1 In addition, the Rules also allow for a very easy way for a party to not have a
2 judgment entered against it under Rule 19. Namely, that part can file a request for
3 trial de novo under Nevada Arbitration Rule 18. If Respondent had simply taken
4 this step, she could have sought to have the settlement enforced by the Court. By
5 not doing so, she divested the Court of the ability to grant her relief from the
6 judgment entered in favor of Appellant. There is no reason, at this time, to allow
7 her to unwind that decision in light of how crystal clear the Rules are in terms of
8 what a Court can do with a judgment entered under Rule 19(C).
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12 **III.**

13 **CONCLUSION**

14 Rule 19(C) is in no way ambiguous. It does not allow a District Court to
15 modify or grant relief from a judgment entered under the Rule other than to correct
16 clerical mistakes or errors. That is not what the District Court did. The District
17 Court granted Respondent relief from a judgment (as Respondent's own motion
18 specifically requested) which is explicitly not allowed by Rule 19.
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ATTORNEY CERTIFICATE OF COMPLIANCE

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft Word in 14-point Times New Roman type style.

2. I further certify that this brief complies with the page- or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is either: Proportionately spaced, has a typeface of 14 points or more and contains 4220 words; or

3. Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of appellate procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by appropriate references to page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I May be

...

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• • •

1 subject to sanctions in the event that the accompanying brief is not in conformity
2 with the requirements of the Nevada Rules of Appellate Procedure.
3

4 Dated this 14th Day of November, 2022.

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1 **CERTIFICATE OF SERVICE**

2 **I HEREBY CERTIFY** that on this 14th day of November, 2022, I served a true and
3 complete copy of the foregoing **APPELLANT’S SUPPLEMENTAL BRIEFING** addressed to
4 the parties below as 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 EFlex through the Supreme Court of the State of Nevada.

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