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Daniel R. Price (NV Bar No. 13564)
Christopher Beckstrom (NV Bar No. 14031)
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Attorneys for Plaintiffs

Electronically Filed
Jul 20 2021 11:58 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JUDITH SALTER, individually; JOSHUA
KANER, individually; and JOSHUA KANER as
guardian and natural parent of SYDNEY
KANER, a minor;

Case No.: A-20-827003-C

Dept. No.: 6

Plaintiffs,

v.

EDWARD RODRIGUEZ MOYA, an individual;
BERENICE DOMENZAIN-RODRIGUEZ, an
individual; DOE OWNERS I-V; DOE
DRIVERS I-V; ROE EMPLOYERS I-V and
ROE COMPANIES I-V;

Defendants.

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that all plaintiffs in this action—Judith Salter; Joshua Kaner, individually; and Joshua Kaner, as guardian and natural parent of Sydney Kaner, a minor—hereby appeal to the Supreme Court of Nevada from the order granting Defendants’ motion for reconsideration that was entered in this action on July 10, 2021, and is attached hereto as **Exhibit 1**.

1 Dated this 14th day of July, 2021.

2 /s/ Daniel Price

3 Daniel R. Price (NV Bar No. 13564)

4 Christopher Beckstrom (NV Bar No. 14031)

5 PRICE BECKSTROM, PLLC

6 1404 S. Jones Blvd.

7 Las Vegas, Nevada 89146

8 **CERTIFICATE OF SERVICE**

9 I hereby certify that, pursuant to NRCP 5, NEFCR 9, and EDCR 8.05, on the date below the
10 foregoing *Notice of Appeal* was served upon the following via electronic service:

11 Darrell D. Dennis, Esq.

12 Michael R. Smith, Esq.

13 LEWIS BRISBOIS BISGAARD & SMITH LLP

14 6385 S. Rainbow Blvd., Ste 600

15 Las Vegas, NV 89118

16 *Attorneys for Defendants*

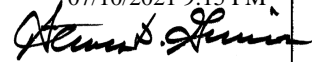
17 Dated this 14th day of July, 2021.

18 /s/ Stephanie Amundsen

19 An Employee of PRICE BECKSTROM, PLLC

EXHIBIT 1

EXHIBIT 1


CLERK OF THE COURT

ORDR

DARRELL D. DENNIS

Nevada Bar No. 006618

MICHAEL R. SMITH

Nevada Bar No. 12641

LEWIS BRISBOIS BISGAARD & SMITH LLP

6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

Telephone: 702.893.3383

Facsimile: 702.893.3789

E-Mail: Darrell.Dennis@lewisbrisbois.com

E-Mail: Michael.R.Smith@lewisbrisbois.com

Attorneys for Defendants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JUDITH SALTER, individually; JOSHUA
KANER, individually; and JOSHUA KANER
as guardian and natural parent of SYDNEY
KANER, a minor;

Plaintiffs,

vs.

EDWARD RODRIGUEZ MOYA, an
individual; BERENICE DOMENZIAN-
RODRIGUEZ, an individual; DOE OWNERS
I-V; DOE DRIVERS I-V; and ROE
COMPANIES I-V;

Defendants.

Case No. A-20-827003-C

Dept. No.: VI

ORDER

Defendants EDWARD RODRIQUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion for Reconsideration of Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement Agreement, having come on for Hearing before Honorable Jacqueline Bluth of Department Six of the Eighth Judicial District Court for the State of Nevada on May 25, 2021, with Daniel R. Price, Esq. and Christopher Beckstrom, Esq. of the law firm Price Beckstrom, PLLC appearing on behalf of plaintiffs and Michael R. Smith, Esq., of the law firm Lewis Brisbois Bisgaard & Smith, LLP, appearing on behalf of Defendants, the Court having entertained argument from counsel and for good cause appearing therefore:

THE COURT FINDS that The Court's March 15, 2021, Minute Order, entered by the Court on April 22, 2021 denying Defendants' Motion to Enforce Settlement is clearly erroneous, as The

1 Court failed to properly consider, among other things, the potential for future or additional exposure
2 to liability for Defendants, Defendants' automobile liability insurance carrier, and plaintiff's counsel
3 and the necessary assurances for protection of the interests of the minor plaintiff;

4 THE COURT ALSO FINDS that the Plaintiffs' Settlement Offer dated October 22, 2020,
5 was a valid offer insofar as it articulated sufficient material terms to allow for full and final
6 settlement;

7 THE COURT ALSO FINDS that it would not have been impossible for Defendants to tender
8 a single settlement draft to plaintiffs in response to the Plaintiffs' Settlement Offer dated October
9 22, 2020, albeit subject to the potential for future or additional exposure to liability for Defendants,
10 Defendants automobile liability insurance carrier, and plaintiffs' counsel and the necessary
11 assurances for the protection of the interests of the minor plaintiff as discussed above;

12 THE COURT ALSO FINDS that the Defendants' Letter dated November 12, 2020, was a
13 valid Acceptance of plaintiff's Offer insofar as the Defendants' Letter dated November 12, 2020,
14 expressed an acceptance of plaintiffs' material terms as articulated in the Plaintiff's Settlement Offer
15 dated October 22, 2020;

16 THE COURT ALSO FINDS that the Defendants' Letter dated November 12, 2020, was a
17 valid acceptance of plaintiffs' offer and sought guidance from plaintiffs' counsel as to manner of
18 acceptance, i.e., how the settlement drafts should be written and delivered;

19 THE COURT ALSO FINDS that the valid Offer and Acceptance were present sufficient to
20 form an Agreement;

21 THE COURT ALSO FINDS that the Defendants' Letter dated November 12, 2020,
22 requested guidance on the distribution of settlement funds and issuance of settlement drafts such
23 that without response and guidance from the plaintiffs' counsel, it was impossible for Defendants
24 to perform under the Agreement;

25 THE COURT ALSO FINDS that the Defendants were unable to move forward with
26 Performance of the Agreement;

27 ///

28 ///

1 THE COURT ALSO FINDS that the Agreement shall be enforced.
2 THEREFORE,
3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants EDWARD
4 RODRIGUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion for Reconsideration of
5 Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement
6 Agreement is GRANTED;
7 IT IS ALSO HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants
8 EDWARD RODRIGUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion to Enforce
9 Settlement Agreement is GRANTED;
10 IT IS ALSO HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs' case
11 will be DISMISSED WITH PREJUDICE.
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ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants EDWARD RODRIQUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion for Reconsideration of Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement Agreement is GRANTED; and

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants EDWARD RODRIQUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion to Enforce Settlement Agreement is GRANTED; and

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs' case shall be DISMISSED WITH PREJUDICE.

~~DATED this _____ day of June, 2021.~~

Dated this 10th day of July, 2021



EIGHTH JUDICIAL
DISTRICT COURT JUDGE

Respectfully submitted by:

LEWIS BRISBOIS BISGAARD & SMITH, LLP

CCA 079 7E7D D88D
Jacqueline M. Bluth
District Court Judge

MT
kj

/s/ Michael R. Smith

Michael R. Smith
Nevada Bar No. 12641
6385 So. Rainbow Blvd., Suite 600
Las Vegas, Nevada 89118
Attorneys for Defendants

Approved as to form and content:

/s/ Daniel R. Price

Daniel R. Price
Nevada Bar No. 13564
1404 South Jones Blvd.
Las Vegas, NV 89146
Attorneys for Plaintiffs

Schroeder, Brenda

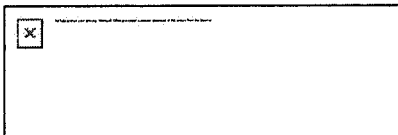
From: Daniel Price <daniel@pbnv.law>
Sent: Thursday, June 17, 2021 4:11 PM
To: Smith, Michael R. (LV)
Cc: Schroeder, Brenda; Stephanie Amundsen; Christopher Beckstrom
Subject: Re: [EXT] Re: Salter v. Moya - Order

Michael,

Thank you for the additional revisions. If you will correct the title of the document in the caption to reflect that it is an order, not a motion, you may then affix my electronic signature for submission to the department.

Sincerely,

Daniel Price
Price Beckstrom, PLLC
1404 S Jones Blvd, Las Vegas, NV 89146
Call: 702-941-0503 | Text: 702-941-0503 | Fax: 702-832-4026
www.pbnv.law



1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Judith Salter, Plaintiff(s)

CASE NO: A-20-827003-C

7 vs.

DEPT. NO. Department 6

8 Edward Rodriguez Moya,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 7/12/2021

15 Darrell Dennis

darrell.dennis@lewisbrisbois.com

16 Carrie Dunham

carrie.dunham@lewisbrisbois.com

17 Abigail Prince

abigail.prince@lewisbrisbois.com

18 Michael Smith

michael.r.smith@lewisbrisbois.com

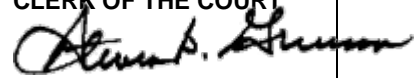
19 Price Beckstrom, PLLC Eservice

info@pbnv.law

20 Brenda Schroeder

brenda.schroeder@lewisbrisbois.com

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26
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28



1 **ASTA**

Daniel R. Price (NV Bar No. 13564)

2 Christopher Beckstrom (NV Bar No. 14031)

PRICE BECKSTROM, PLLC

3 1404 S. Jones Blvd.

Las Vegas, Nevada 89146

4 Phone: (702) 941-0503

Fax: (702) 832-4026

5 info@pbnv.law

Attorneys for Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JUDITH SALTER, individually; JOSHUA
KANER, individually; and JOSHUA KANER as
guardian and natural parent of SYDNEY
KANER, a minor;

Plaintiffs,

v.

EDWARD RODRIGUEZ MOYA, an individual;
BERENICE DOMENZAIN-RODRIGUEZ, an
individual; DOE OWNERS I-V; DOE
DRIVERS I-V; ROE EMPLOYERS I-V and
ROE COMPANIES I-V;

Defendants.

Case No.: A-20-827003-C

Dept. No.: 6

CASE APPEAL STATEMENT

The above-captioned Plaintiffs hereby provide this case appeal statement, pursuant to NRAP
3(f):

(A) The district court case number is A-20-827003-C, and the caption is provided above
showing the names of all parties to the proceeding before the district court.

(B) The order from which appeal is taken was entered by Jacqueline M. Bluth.

(C) Appellants are all represented by Daniel R. Price, Esq. and Christopher Beckstrom,
Esq. of the law firm of Price Beckstrom, PLLC, and the appellants are:

i. Judith Salter;

1 ii. Joshua Kaner, individually;

2 iii. Joshua Kaner, as guardian and natural parent of Sydney Kaner, a minor.

3 (D) Respondents are represented in the district court by Darrell D. Dennis, Esq. and
4 Michael R. Smith, Esq. of the law firm of Lewis Brisbois Bisgaard & Smith LLP, and the names of
5 respondents are:

6 i. Edward Rodriguez Moya;

7 ii. Berenice Domenzain-Rodriguez.

8 (E) All attorneys identified in paragraph (D), above, are licensed to practice law in the
9 State of Nevada.

10 (F) Appellants were not represented in the district court nor on appeal by appointed
11 counsel.

12 (G) Appellants have not sought, and thus the district court has not granted, leave to
13 proceed in forma pauperis.

14 (H) Proceedings commenced in the district court on December 25, 2020, with the filing of
15 a complaint.

16 (I) This action arises from a motor vehicle collision that Appellants allege caused injury
17 to each of them. Before the commencement of litigation Appellants made an offer of settlement and
18 contend that this offer was not accepted. Appellants commenced this action and Respondents
19 brought a motion to enforce settlement that was denied by the district court with a corresponding
20 order entered on April 22, 2021. Respondents sought reconsideration of the order and the district
21 court granted reconsideration and entered a corresponding order on July 10, 2021, which also
22 dismissed the action in its entirety with prejudice.

23 (J) This case has not previously been the subject of any appeal or original writ
24 proceeding.

1 (K) This appeal does not involve child custody or visitation.

2 (L) Appellants do not believe the appeal involves the possibility of settlement.

3 Dated this 14th day of July, 2021.

/s/ Daniel Price

Daniel R. Price (NV Bar No. 13564)

Christopher Beckstrom (NV Bar No. 14031)

PRICE BECKSTROM, PLLC

1404 S. Jones Blvd.

Las Vegas, Nevada 89146

7
8 **CERTIFICATE OF SERVICE**

9 I hereby certify that, pursuant to NRCP 5, NEFCR 9, and EDCR 8.05, on the date below the
10 foregoing ***Case Appeal Statement*** was served upon the following via electronic service:

11 Darrell D. Dennis, Esq.

Michael R. Smith, Esq.

LEWIS BRISBOIS BISGAARD & SMITH LLP

6385 S. Rainbow Blvd., Ste 600

Las Vegas, NV 89118

13 *Attorneys for Defendants*

14 Dated this 14th day of July, 2021.

/s/ Stephanie Amundsen

An Employee of PRICE BECKSTROM, PLLC

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY**CASE NO. A-20-827003-C****Judith Salter, Plaintiff(s)****vs.****Edward Rodriguez Moya, Defendant(s)**§
§
§
§
§Location: **Department 6**
Judicial Officer: **Bluth, Jacqueline M.**
Filed on: **12/25/2020**
Cross-Reference Case Number: **A827003****CASE INFORMATION****Statistical Closures**

07/10/2021 Other Manner of Disposition

Case Type: **Negligence - Auto**Case Status: **07/10/2021 Closed****DATE****CASE ASSIGNMENT****Current Case Assignment**Case Number A-20-827003-C
Court Department 6
Date Assigned 12/25/2020
Judicial Officer Bluth, Jacqueline M.**PARTY INFORMATION****Plaintiff****Kaner, Joshua***Lead Attorneys***Price, Daniel R.**
Retained
702-941-0503(W)**Salter, Judith****Price, Daniel R.**
Retained
702-941-0503(W)**Defendant****Domenzain-Rodriguez, Berenice**
Removed: 07/10/2021
Dismissed**Dennis, Darrell D.**
Retained
7028933383(W)**Rodriguez Moya, Edward****Dennis, Darrell D.**
Retained
7028933383(W)**DATE****EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

12/25/2020

Complaint
Complaint

12/25/2020

Initial Appearance Fee Disclosure
Plaintiffs' Initial Appearance Fee Disclosure

12/29/2020

Filing Fee Remittance
Filing Fee Remittance

12/30/2020

Summons Electronically Issued - Service Pending
Summons on Edward Rodriguez Moya

12/30/2020

Summons Electronically Issued - Service Pending
Summons on Berenice Domenzain-Rodriguez

CASE SUMMARY

CASE NO. A-20-827003-C

01/05/2021	 Proof of Service <i>Proof of Service on Edward Rodriguez Moya</i>
01/05/2021	 Proof of Service <i>Proof of Service on Berenice Domenzain-Rodriguez</i>
01/22/2021	 Answer Filed By: Defendant Rodriguez Moya, Edward; Defendant Domenzain-Rodriguez, Berenice <i>Defendants' Answer to Plaintiffs' Complaint</i>
01/22/2021	 Initial Appearance Fee Disclosure Filed By: Defendant Rodriguez Moya, Edward; Defendant Domenzain-Rodriguez, Berenice <i>Defendants' Initial Appearance Fee Disclosure</i>
01/22/2021	 Demand for Jury Trial Filed By: Defendant Rodriguez Moya, Edward; Defendant Domenzain-Rodriguez, Berenice <i>Defendants' Demand for Jury Trial</i>
01/29/2021	 Request for Exemption From Arbitration <i>Request for Exemption from Arbitration</i>
02/03/2021	 Joint Case Conference Report <i>Joint Case Conference Report</i>
02/11/2021	 Supplement to Request for Exemption <i>Supplement to Request from Exemption from Arbitration</i>
02/12/2021	 Motion to Enforce Filed By: Defendant Rodriguez Moya, Edward; Defendant Domenzain-Rodriguez, Berenice <i>Defendants' Motion to Enforce Settlement Agreement</i>
02/12/2021	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
02/18/2021	 Opposition to Motion Filed By: Plaintiff Salter, Judith; Plaintiff Kaner, Joshua; Subject Minor Kaner, Sydney <i>Opposition to Defendants' Motion to Enforce Settlement Agreement</i>
02/18/2021	 Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption - GRANTED</i>
02/23/2021	 Reply to Opposition Filed by: Defendant Rodriguez Moya, Edward; Defendant Domenzain-Rodriguez, Berenice <i>Defendants' Reply to Plaintiffs' Opposition to Defendants' Motion to Enforce Settlement Agreement</i>
03/19/2021	 Motion to Reconsider Filed By: Defendant Rodriguez Moya, Edward; Defendant Domenzain-Rodriguez, Berenice <i>Motion for Reconsideration of Court's March 15, 2021 Minute Order Denying Defendants' Motion to Enforce Settlement Agreement</i>
03/22/2021	 Clerk's Notice of Hearing

CASE SUMMARY

CASE NO. A-20-827003-C

Notice of Hearing

04/02/2021



Opposition to Motion

Filed By: Plaintiff Salter, Judith; Plaintiff Kaner, Joshua
Opposition to Defendants' Motion for Reconsideration of Court's March 15, 2021 Minute Order Denying Defendants' Motion to Enforce Settlement Agreement

04/08/2021



Reply to Opposition

Filed by: Defendant Rodriguez Moya, Edward; Defendant Domenzain-Rodriguez, Berenice
Defendants Reply to Plaintiffs' Opposition to Defendants' Motion for Reconsideration of Court's March 15, 2021 Minute Order Denying Defendants Motion to Enforce Settlement Agreement

04/22/2021



Order Denying Motion

Filed By: Plaintiff Salter, Judith; Plaintiff Kaner, Joshua; Subject Minor Kaner, Sydney
Order Denying Defendants' Motion to Enforce Settlement Agreement

04/22/2021



Notice of Entry of Order

Filed By: Plaintiff Salter, Judith; Plaintiff Kaner, Joshua
Notice of Entry of Order Denying Defendants' Motion to Enforce Settlement Agreement

04/29/2021



Notice of Rescheduling of Hearing

Notice of Rescheduling of Hearing and Instruction for Bluejeans Videoconferencing

05/20/2021



Notice of Rescheduling of Hearing

Notice of Rescheduling of Hearing and Instruction for Bluejeans Videoconferencing

06/17/2021



Order

Order to Appear for Mandatory Discovery Conference

06/28/2021



Recorders Transcript of Hearing

Transcript of Proceedings Re: Motion for Reconsideration of Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement Agreement (via Audio via BlueJeans) 05/25/2021

07/10/2021



Order

Order

07/12/2021



Notice of Entry of Order

Filed By: Defendant Rodriguez Moya, Edward; Defendant Domenzain-Rodriguez, Berenice
Notice of Entry of Order

07/14/2021



Case Appeal Statement

Case Appeal Statement

07/14/2021



Notice of Appeal

Notice of Appeal

DISPOSITIONS

07/10/2021

Order of Dismissal With Prejudice (Judicial Officer: Bluth, Jacqueline M.)
 Debtors: Judith Salter (Plaintiff), Joshua Kaner (Plaintiff), Sydney Kaner (Subject Minor)
 Creditors: Edward Rodriguez Moya (Defendant), Berenice Domenzain-Rodriguez (Defendant)
 Judgment: 07/10/2021, Docketed: 07/13/2021

CASE SUMMARY

CASE NO. A-20-827003-C

HEARINGS

03/15/2021



Minute Order (3:00 AM) (Judicial Officer: Bluth, Jacqueline M.)

Minute Order Re: Defendants Motion to Enforce Settlement Agreement

Minute Order - No Hearing Held;

Journal Entry Details:

Having considered Defendants Motion to Enforce Settlement Agreement, Plaintiffs Opposition, and Defendants Reply, the motion is hereby DENIED. Plaintiffs Judith Salter, Joshua Kamer, and minor Sydney Kamer allege that they were involved in a motor-vehicle collision involving the defendants which occurred on or about July 25, 2020. Plaintiffs allege they were rear-ended by Defendants and sustained injuries as a result. On October 22, 2020, Plaintiffs sent a Time-Limited Settlement Offer to Defendants. The offer required acceptance by performance and included the following language: My clients make this one-time offer to settle all of my clients claims arising from this loss against your insured in exchange for the formal limits of your insureds policy limits of \$50,000 as a global tender. This offer expires on November 23, 2020 at 1:00 p.m., Pacific Time. This offer can only be accepted by the following performance, accomplished prior to the expiration of this offer: 1) Receipt of \$50,000 (the global policy limits of this policy) in my office, payable to Price Beckstrom, PLLC, Judith Salter, Joshua Kamer, and Sydney Kamer. (Plaintiffs 10/22/20 Settlement Offer) (emphasis added). GEICO responded to Plaintiffs settlement offer with a letter dated November 12, 2020, stating: We have Bodily Injury Coverage on our policy with limits of \$25,000.00 per person/\$50,000.00 per occurrence. At this time, we are extending an offer of the global limit of \$50,000.00 to settle the three (3) bodily injury claims presented in this loss. Please take this matter under consideration to come up with a distribution of our remaining policy limits (with no one person receiving more than the \$25,000.00 single policy limit and all parties limited to \$50,000.00 combined.) Please notify me when you have come to a conclusion regarding the disbursement of the remaining limits. GEICO's 11/12/20 Letter. Defendants now argue that the November 12, 2020 letter sent to Plaintiffs constituted valid acceptance of the settlement offer and request that this Court enforce the agreement. Acceptance of an offer is a manifestation of assent to the terms thereof made by the offeree in a manner invited or required by the offer. Eagle Materials, Inc. v. Stiren, 127 Nev. 1131, 373 P.3d 911 (2011); (citing Restatement (Second) of Contracts 50 (1981)). Where an offer invites an offeree to accept by rendering a performance ... [a] contract is created when the offeree tenders or begins the invited performance. Id. (citing Restatement (Second) of Contracts 45 (1981)). Where the offer requires acceptance by performance and does not invite a return promise . . . a contract ca be created only by the offeree's performance. Restatement (Second) of Contracts 50 (1981). A mere promise to perform, without actual performance, does not constitute valid acceptance in such a situation. Id. Plaintiff's October 22, 2020 Settlement Offer clearly states that the offer can only be accepted by performance accomplished prior to the expiration of the offer. It is undisputed that Defendants did not provide payment in the manner specified prior to the deadline. Accordingly, the essential element of acceptance is not present to form an enforceable contract and Defendants motion is DENIED. Plaintiffs counsel shall promptly submit a proposed order. CLERK'S NOTE: The above minute order has been distributed via e-mail to: Attorneys Daniel R. Price & Darrell D. Dennis. kar 3/16/21;

03/17/2021

CANCELED Motion to Enforce (9:00 AM) (Judicial Officer: Bluth, Jacqueline M.)

Vacated - per Law Clerk

Defendants' Motion to Enforce Settlement Agreement

05/25/2021



Motion For Reconsideration (9:30 AM) (Judicial Officer: Bluth, Jacqueline M.)

Defendants' Motion for Reconsideration of Court's March 15, 2021 Minute Order Denying

Defendants' Motion to Enforce Settlement Agreement

Per 4/29/21 Notice of Rescheduling of Hearing and Instructions for BlueJeans

Videoconferencing

Granted;

Journal Entry Details:

Arguments by counsel. Court stated its findings and ORDERED, Motion for Reconsideration is GRANTED and the Court is enforcing the settlement. Court directed Mr. Smith to prepare a detailed order with the Court's findings today.;

07/13/2021

CANCELED Mandatory Rule 16 Conference (10:00 AM) (Judicial Officer: Bonaventure, Joseph T.)

Vacated

CASE SUMMARY**CASE NO. A-20-827003-C**

FINANCIAL INFORMATION

DATE

Defendant Rodriguez Moya, Edward

Total Charges

253.00

Total Payments and Credits

253.00

Balance Due as of 7/16/2021**0.00****Plaintiff** Salter, Judith

Total Charges

389.00

Total Payments and Credits

389.00

Balance Due as of 7/16/2021**0.00****Plaintiff** Salter, Judith

Appeal Bond Balance as of 7/16/2021

500.00

DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada
Case No. _____
(Assigned by Clerk's Office)

CASE NO: A-20-827003-C
Department 6

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): Judith Salter, Joshua Kaner, Sydney Kaner	Defendant(s) (name/address/phone): Edward Rodriguez Moya, Berenice Domenzain-Rodriguez
Attorney (name/address/phone): Price Beckstrom, PLLC, 7312 W Cheyenne Ave Ste 5, Las Vegas, NV 89129 702-941-0503	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)

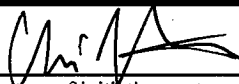
Civil Case Filing Types

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input checked="" type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

12/25/2020

Date


 Signature of initiating party or representative

See other side for family-related case filings.

ORDR

DARRELL D. DENNIS

Nevada Bar No. 006618

MICHAEL R. SMITH

Nevada Bar No. 12641

LEWIS BRISBOIS BISGAARD & SMITH LLP

6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

Telephone: 702.893.3383

Facsimile: 702.893.3789

E-Mail: Darrell.Dennis@lewisbrisbois.com

E-Mail: Michael.R.Smith@lewisbrisbois.com

Attorneys for Defendants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JUDITH SALTER, individually; JOSHUA
KANER, individually; and JOSHUA KANER
as guardian and natural parent of SYDNEY
KANER, a minor;

Plaintiffs,

vs.

EDWARD RODRIGUEZ MOYA, an
individual; BERENICE DOMENZIAN-
RODRIGUEZ, an individual; DOE OWNERS
I-V; DOE DRIVERS I-V; and ROE
COMPANIES I-V;

Defendants.

Case No. A-20-827003-C

Dept. No.: VI

ORDER

Defendants EDWARD RODRIQUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion for Reconsideration of Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement Agreement, having come on for Hearing before Honorable Jacqueline Bluth of Department Six of the Eighth Judicial District Court for the State of Nevada on May 25, 2021, with Daniel R. Price, Esq. and Christopher Beckstrom, Esq. of the law firm Price Beckstrom, PLLC appearing on behalf of plaintiffs and Michael R. Smith, Esq., of the law firm Lewis Brisbois Bisgaard & Smith, LLP, appearing on behalf of Defendants, the Court having entertained argument from counsel and for good cause appearing therefore:

THE COURT FINDS that The Court's March 15, 2021, Minute Order, entered by the Court on April 22, 2021 denying Defendants' Motion to Enforce Settlement is clearly erroneous, as The

1 Court failed to properly consider, among other things, the potential for future or additional exposure
2 to liability for Defendants, Defendants' automobile liability insurance carrier, and plaintiff's counsel
3 and the necessary assurances for protection of the interests of the minor plaintiff;

4 THE COURT ALSO FINDS that the Plaintiffs' Settlement Offer dated October 22, 2020,
5 was a valid offer insofar as it articulated sufficient material terms to allow for full and final
6 settlement;

7 THE COURT ALSO FINDS that it would not have been impossible for Defendants to tender
8 a single settlement draft to plaintiffs in response to the Plaintiffs' Settlement Offer dated October
9 22, 2020, albeit subject to the potential for future or additional exposure to liability for Defendants,
10 Defendants automobile liability insurance carrier, and plaintiffs' counsel and the necessary
11 assurances for the protection of the interests of the minor plaintiff as discussed above;

12 THE COURT ALSO FINDS that the Defendants' Letter dated November 12, 2020, was a
13 valid Acceptance of plaintiff's Offer insofar as the Defendants' Letter dated November 12, 2020,
14 expressed an acceptance of plaintiffs' material terms as articulated in the Plaintiff's Settlement Offer
15 dated October 22, 2020;

16 THE COURT ALSO FINDS that the Defendants' Letter dated November 12, 2020, was a
17 valid acceptance of plaintiffs' offer and sought guidance from plaintiffs' counsel as to manner of
18 acceptance, i.e., how the settlement drafts should be written and delivered;

19 THE COURT ALSO FINDS that the valid Offer and Acceptance were present sufficient to
20 form an Agreement;

21 THE COURT ALSO FINDS that the Defendants' Letter dated November 12, 2020,
22 requested guidance on the distribution of settlement funds and issuance of settlement drafts such
23 that without response and guidance from the plaintiffs' counsel, it was impossible for Defendants
24 to perform under the Agreement;

25 THE COURT ALSO FINDS that the Defendants were unable to move forward with
26 Performance of the Agreement;

27 ///

28 ///

1 THE COURT ALSO FINDS that the Agreement shall be enforced.
2 THEREFORE,
3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants EDWARD
4 RODRIGUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion for Reconsideration of
5 Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement
6 Agreement is GRANTED;
7 IT IS ALSO HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants
8 EDWARD RODRIGUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion to Enforce
9 Settlement Agreement is GRANTED;
10 IT IS ALSO HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs' case
11 will be DISMISSED WITH PREJUDICE.
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ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants EDWARD RODRIQUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion for Reconsideration of Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement Agreement is GRANTED; and

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants EDWARD RODRIQUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion to Enforce Settlement Agreement is GRANTED; and

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs' case shall be DISMISSED WITH PREJUDICE.

~~DATED this _____ day of June, 2021.~~

Dated this 10th day of July, 2021



EIGHTH JUDICIAL
DISTRICT COURT JUDGE

Respectfully submitted by:

LEWIS BRISBOIS BISGAARD & SMITH, LLP

CCA 079 7E7D D88D
Jacqueline M. Bluth
District Court Judge

MT
kj

/s/ Michael R. Smith

Michael R. Smith
Nevada Bar No. 12641
6385 So. Rainbow Blvd., Suite 600
Las Vegas, Nevada 89118
Attorneys for Defendants

Approved as to form and content:

/s/ Daniel R. Price

Daniel R. Price
Nevada Bar No. 13564
1404 South Jones Blvd.
Las Vegas, NV 89146
Attorneys for Plaintiffs

Schroeder, Brenda

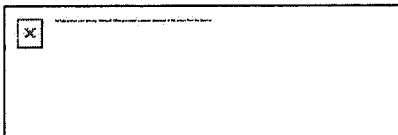
From: Daniel Price <daniel@pbnv.law>
Sent: Thursday, June 17, 2021 4:11 PM
To: Smith, Michael R. (LV)
Cc: Schroeder, Brenda; Stephanie Amundsen; Christopher Beckstrom
Subject: Re: [EXT] Re: Salter v. Moya - Order

Michael,

Thank you for the additional revisions. If you will correct the title of the document in the caption to reflect that it is an order, not a motion, you may then affix my electronic signature for submission to the department.

Sincerely,

Daniel Price
Price Beckstrom, PLLC
1404 S Jones Blvd, Las Vegas, NV 89146
Call: 702-941-0503 | Text: 702-941-0503 | Fax: 702-832-4026
www.pbnv.law



1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Judith Salter, Plaintiff(s)

CASE NO: A-20-827003-C

7 vs.

DEPT. NO. Department 6

8 Edward Rodriguez Moya,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 7/12/2021

15 Darrell Dennis

darrell.dennis@lewisbrisbois.com

16 Carrie Dunham

carrie.dunham@lewisbrisbois.com

17 Abigail Prince

abigail.prince@lewisbrisbois.com

18 Michael Smith

michael.r.smith@lewisbrisbois.com

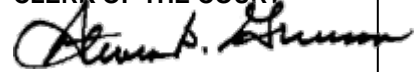
19 Price Beckstrom, PLLC Eservice

info@pbnv.law

20 Brenda Schroeder

brenda.schroeder@lewisbrisbois.com

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25
26
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28



DARRELL D. DENNIS
Nevada Bar No. 006618
MICHAEL R. SMITH
Nevada Bar No. 12641
LEWIS BRISBOIS BISGAARD & SMITH LLP
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
Telephone: 702.893.3383
Facsimile: 702.893.3789
E-Mail: Darrell.Dennis@lewisbrisbois.com
E-Mail: Michael.R.Smith@lewisbrisbois.com
Attorneys for Defendants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JUDITH SALTER, individually; JOSHUA
KANER, individually; and JOSHUA KANER
as guardian and natural parent of SYDNEY
KANER, a minor;

Plaintiffs,

vs.

EDWARD RODRIGUEZ MOYA, an
individual; BERENICE DOMENZIAN-
RODRIGUEZ, an individual; DOE OWNERS
I-V; DOE DRIVERS I-V; and ROE
COMPANIES I-V;

Defendants.

Case No. A-20-827003-C

Dept. No.: VI

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order on Defendants EDWARD RODRIGUEZ and
BERENICE DOMENZIAN-RODRIGUEZ' Motion for Reconsideration of Court's March 15,
2021, Minute Order Denying Defendants' Motion to Enforce Settlement Agreement was entered
with the Court in the above-entitled case on the 10th day of July, 2021, a copy of which is

///

///

1 attached hereto.

2
3 DATED this 12th day of July, 2021.

4
5 LEWIS BRISBOIS BISGAARD & SMITH LLP

6 By: */s/ Michael R. Smith*

7 DARRELL D. DENNIS

8 Nevada Bar No. 006618

9 MICHAEL R. SMITH

10 Nevada Bar No. 12641

11 6385 S. Rainbow Boulevard, Suite 600

12 Las Vegas, Nevada 89118

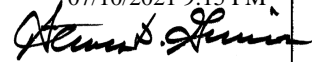
13 *Attorneys for Defendants*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LEWIS BRISBOIS
3 BISGAARD & SMITH LLP and that on this 12th day of July, 2021, I did cause a true copy of the
4 foregoing **NOTICE OF ENTRY OR ORDER**, to be served via the Court's electronic filing and
5 service system to all parties on the current service list.

6 Daniel R. Price
7 Christopher Beckstrom
8 **PRICE BECKSTROM, PLLC**
9 1404 South Jones Blvd.
10 Las Vegas, NV 89146
11 *Attorneys for Plaintiff*

12 By /s/ Brenda Schroeder
13 An Employee of
14 LEWIS BRISBOIS BISGAARD & SMITH LLP
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CLERK OF THE COURT

ORDR

DARRELL D. DENNIS

Nevada Bar No. 006618

MICHAEL R. SMITH

Nevada Bar No. 12641

LEWIS BRISBOIS BISGAARD & SMITH LLP

6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

Telephone: 702.893.3383

Facsimile: 702.893.3789

E-Mail: Darrell.Dennis@lewisbrisbois.com

E-Mail: Michael.R.Smith@lewisbrisbois.com

Attorneys for Defendants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JUDITH SALTER, individually; JOSHUA
KANER, individually; and JOSHUA KANER
as guardian and natural parent of SYDNEY
KANER, a minor;

Plaintiffs,

vs.

EDWARD RODRIGUEZ MOYA, an
individual; BERENICE DOMENZIAN-
RODRIGUEZ, an individual; DOE OWNERS
I-V; DOE DRIVERS I-V; and ROE
COMPANIES I-V;

Defendants.

Case No. A-20-827003-C

Dept. No.: VI

ORDER

Defendants EDWARD RODRIQUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion for Reconsideration of Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement Agreement, having come on for Hearing before Honorable Jacqueline Bluth of Department Six of the Eighth Judicial District Court for the State of Nevada on May 25, 2021, with Daniel R. Price, Esq. and Christopher Beckstrom, Esq. of the law firm Price Beckstrom, PLLC appearing on behalf of plaintiffs and Michael R. Smith, Esq., of the law firm Lewis Brisbois Bisgaard & Smith, LLP, appearing on behalf of Defendants, the Court having entertained argument from counsel and for good cause appearing therefore:

THE COURT FINDS that The Court's March 15, 2021, Minute Order, entered by the Court on April 22, 2021 denying Defendants' Motion to Enforce Settlement is clearly erroneous, as The

1 Court failed to properly consider, among other things, the potential for future or additional exposure
2 to liability for Defendants, Defendants' automobile liability insurance carrier, and plaintiff's counsel
3 and the necessary assurances for protection of the interests of the minor plaintiff;

4 THE COURT ALSO FINDS that the Plaintiffs' Settlement Offer dated October 22, 2020,
5 was a valid offer insofar as it articulated sufficient material terms to allow for full and final
6 settlement;

7 THE COURT ALSO FINDS that it would not have been impossible for Defendants to tender
8 a single settlement draft to plaintiffs in response to the Plaintiffs' Settlement Offer dated October
9 22, 2020, albeit subject to the potential for future or additional exposure to liability for Defendants,
10 Defendants automobile liability insurance carrier, and plaintiffs' counsel and the necessary
11 assurances for the protection of the interests of the minor plaintiff as discussed above;

12 THE COURT ALSO FINDS that the Defendants' Letter dated November 12, 2020, was a
13 valid Acceptance of plaintiff's Offer insofar as the Defendants' Letter dated November 12, 2020,
14 expressed an acceptance of plaintiffs' material terms as articulated in the Plaintiff's Settlement Offer
15 dated October 22, 2020;

16 THE COURT ALSO FINDS that the Defendants' Letter dated November 12, 2020, was a
17 valid acceptance of plaintiffs' offer and sought guidance from plaintiffs' counsel as to manner of
18 acceptance, i.e., how the settlement drafts should be written and delivered;

19 THE COURT ALSO FINDS that the valid Offer and Acceptance were present sufficient to
20 form an Agreement;

21 THE COURT ALSO FINDS that the Defendants' Letter dated November 12, 2020,
22 requested guidance on the distribution of settlement funds and issuance of settlement drafts such
23 that without response and guidance from the plaintiffs' counsel, it was impossible for Defendants
24 to perform under the Agreement;

25 THE COURT ALSO FINDS that the Defendants were unable to move forward with
26 Performance of the Agreement;

27 ///

28 ///

1 THE COURT ALSO FINDS that the Agreement shall be enforced.
2 THEREFORE,
3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants EDWARD
4 RODRIGUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion for Reconsideration of
5 Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement
6 Agreement is GRANTED;
7 IT IS ALSO HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants
8 EDWARD RODRIGUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion to Enforce
9 Settlement Agreement is GRANTED;
10 IT IS ALSO HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs' case
11 will be DISMISSED WITH PREJUDICE.
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ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants EDWARD RODRIQUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion for Reconsideration of Court's March 15, 2021, Minute Order Denying Defendants' Motion to Enforce Settlement Agreement is GRANTED; and

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants EDWARD RODRIQUEZ and BERENICE DOMENZIAN-RODRIGUEZ's Motion to Enforce Settlement Agreement is GRANTED; and

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs' case shall be DISMISSED WITH PREJUDICE.

~~DATED this _____ day of June, 2021.~~

Dated this 10th day of July, 2021



EIGHTH JUDICIAL
DISTRICT COURT JUDGE

Respectfully submitted by:

LEWIS BRISBOIS BISGAARD & SMITH, LLP

CCA 079 7E7D D88D
Jacqueline M. Bluth
District Court Judge

MT
kj

/s/ Michael R. Smith
Michael R. Smith
Nevada Bar No. 12641
6385 So. Rainbow Blvd., Suite 600
Las Vegas, Nevada 89118
Attorneys for Defendants

Approved as to form and content:

/s/ Daniel R. Price
Daniel R. Price
Nevada Bar No. 13564
1404 South Jones Blvd.
Las Vegas, NV 89146
Attorneys for Plaintiffs

Schroeder, Brenda

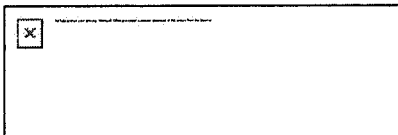
From: Daniel Price <daniel@pbnv.law>
Sent: Thursday, June 17, 2021 4:11 PM
To: Smith, Michael R. (LV)
Cc: Schroeder, Brenda; Stephanie Amundsen; Christopher Beckstrom
Subject: Re: [EXT] Re: Salter v. Moya - Order

Michael,

Thank you for the additional revisions. If you will correct the title of the document in the caption to reflect that it is an order, not a motion, you may then affix my electronic signature for submission to the department.

Sincerely,

Daniel Price
Price Beckstrom, PLLC
1404 S Jones Blvd, Las Vegas, NV 89146
Call: 702-941-0503 | Text: 702-941-0503 | Fax: 702-832-4026
www.pbnv.law



1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Judith Salter, Plaintiff(s)

CASE NO: A-20-827003-C

7 vs.

DEPT. NO. Department 6

8 Edward Rodriguez Moya,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 7/12/2021

15 Darrell Dennis

darrell.dennis@lewisbrisbois.com

16 Carrie Dunham

carrie.dunham@lewisbrisbois.com

17 Abigail Prince

abigail.prince@lewisbrisbois.com

18 Michael Smith

michael.r.smith@lewisbrisbois.com

19 Price Beckstrom, PLLC Eservice

info@pbnv.law

20 Brenda Schroeder

brenda.schroeder@lewisbrisbois.com

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Auto

COURT MINUTES

March 15, 2021

A-20-827003-C Judith Salter, Plaintiff(s)
vs.
Edward Rodriguez Moya, Defendant(s)

March 15, 2021 3:00 AM Minute Order

HEARD BY: Bluth, Jacqueline M. **COURTROOM:** RJC Courtroom 10C

COURT CLERK: Keith Reed

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Having considered Defendants Motion to Enforce Settlement Agreement, Plaintiffs Opposition, and Defendants Reply, the motion is hereby DENIED. Plaintiffs Judith Salter, Joshua Kamer, and minor Sydney Kamer allege that they were involved in a motor-vehicle collision involving the defendants which occurred on or about July 25, 2020. Plaintiffs allege they were rear-ended by Defendants and sustained injuries as a result. On October 22, 2020, Plaintiffs sent a Time-Limited Settlement Offer to Defendants. The offer required acceptance by performance and included the following language:

My clients make this one-time offer to settle all of my clients claims arising from this loss against your insured in exchange for the formal limits of your insureds policy limits of \$50,000 as a global tender. This offer expires on November 23, 2020 at 1:00 p.m., Pacific Time. This offer can only be accepted by the following performance, accomplished prior to the expiration of this offer:

1) Receipt of \$50,000 (the global policy limits of this policy) in my office, payable to Price Beckstrom, PLLC, Judith Salter, Joshua Kaner, and Sydney Kaner.

(Plaintiffs 10/22/20 Settlement Offer) (emphasis added). GEICO responded to Plaintiffs settlement offer with a letter dated November 12, 2020, stating:

We have Bodily Injury Coverage on our policy with limits of \$25,000.00 per person/\$50,000.00 per

occurrence. At this time, we are extending an offer of the global limit of \$50,000.00 to settle the three (3) bodily injury claims presented in this loss.

Please take this matter under consideration to come up with a distribution of our remaining policy limits (with no one person receiving more than the \$25,000.00 single policy limit and all parties limited to \$50,000.00 combined.) Please notify me when you have come to a conclusion regarding the disbursement of the remaining limits.

GEICO's 11/12/20 Letter. Defendants now argue that the November 12, 2020 letter sent to Plaintiffs constituted valid acceptance of the settlement offer and request that this Court enforce the agreement.

Acceptance of an offer is a manifestation of assent to the terms thereof made by the offeree in a manner invited or required by the offer. *Eagle Materials, Inc. v. Stiren*, 127 Nev. 1131, 373 P.3d 911 (2011); (citing Restatement (Second) of Contracts 50 (1981)). Where an offer invites an offeree to accept by rendering a performance ... [a] contract is created when the offeree tenders or begins the invited performance. *Id.* (citing Restatement (Second) of Contracts 45 (1981)). Where the offer requires acceptance by performance and does not invite a return promise . . . a contract can be created only by the offeree's performance. Restatement (Second) of Contracts 50 (1981). A mere promise to perform, without actual performance, does not constitute valid acceptance in such a situation. *Id.* Plaintiff's October 22, 2020 Settlement Offer clearly states that the offer can only be accepted by performance accomplished prior to the expiration of the offer. It is undisputed that Defendants did not provide payment in the manner specified prior to the deadline. Accordingly, the essential element of acceptance is not present to form an enforceable contract and Defendants' motion is DENIED. Plaintiffs' counsel shall promptly submit a proposed order.

CLERK'S NOTE: The above minute order has been distributed via e-mail to: Attorneys Daniel R. Price & Darrell D. Dennis. kar 3/16/21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Auto

COURT MINUTES

May 25, 2021

A-20-827003-C	Judith Salter, Plaintiff(s) vs. Edward Rodriguez Moya, Defendant(s)
---------------	---

May 25, 2021	9:30 AM	Motion For Reconsideration
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HEARD BY: Bluth, Jacqueline M.

COURTROOM: RJC Courtroom 10C

COURT CLERK: Kristen Brown

RECORDER: De'Awna Takas

REPORTER:

PARTIES

PRESENT:	Beckstrom, Christopher K.	Attorney
	Price, Daniel R.	Attorney
	Smith, Michael R	Attorney

JOURNAL ENTRIES

- Arguments by counsel. Court stated its findings and ORDERED, Motion for Reconsideration is GRANTED and the Court is enforcing the settlement. Court directed Mr. Smith to prepare a detailed order with the Court's findings today.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Auto

COURT MINUTES

March 15, 2021

A-20-827003-C Judith Salter, Plaintiff(s)
vs.
Edward Rodriguez Moya, Defendant(s)

March 15, 2021 3:00 AM Minute Order

HEARD BY: Bluth, Jacqueline M. **COURTROOM:** RJC Courtroom 10C

COURT CLERK: Keith Reed

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Having considered Defendants Motion to Enforce Settlement Agreement, Plaintiffs Opposition, and Defendants Reply, the motion is hereby DENIED. Plaintiffs Judith Salter, Joshua Kamer, and minor Sydney Kamer allege that they were involved in a motor-vehicle collision involving the defendants which occurred on or about July 25, 2020. Plaintiffs allege they were rear-ended by Defendants and sustained injuries as a result. On October 22, 2020, Plaintiffs sent a Time-Limited Settlement Offer to Defendants. The offer required acceptance by performance and included the following language:

My clients make this one-time offer to settle all of my clients claims arising from this loss against your insured in exchange for the formal limits of your insureds policy limits of \$50,000 as a global tender. This offer expires on November 23, 2020 at 1:00 p.m., Pacific Time. This offer can only be accepted by the following performance, accomplished prior to the expiration of this offer:

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Please take this matter under consideration to come up with a distribution of our remaining policy limits (with no one person receiving more than the \$25,000.00 single policy limit and all parties limited to \$50,000.00 combined.) Please notify me when you have come to a conclusion regarding the disbursement of the remaining limits.

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CLERK'S NOTE: The above minute order has been distributed via e-mail to: Attorneys Daniel R. Price & Darrell D. Dennis. kar 3/16/21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Auto

COURT MINUTES

May 25, 2021

A-20-827003-C	Judith Salter, Plaintiff(s) vs. Edward Rodriguez Moya, Defendant(s)
---------------	---

May 25, 2021	9:30 AM	Motion For Reconsideration
---------------------	----------------	---------------------------------------

HEARD BY: Bluth, Jacqueline M. **COURTROOM:** RJC Courtroom 10C

COURT CLERK: Kristen Brown

RECORDER: De'Awna Takas

REPORTER:

PARTIES

PRESENT:	Beckstrom, Christopher K.	Attorney
	Price, Daniel R.	Attorney
	Smith, Michael R	Attorney

JOURNAL ENTRIES

- Arguments by counsel. Court stated its findings and ORDERED, Motion for Reconsideration is GRANTED and the Court is enforcing the settlement. Court directed Mr. Smith to prepare a detailed order with the Court's findings today.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

DANIEL R. PRICE, ESQ.
1404 S. JONES BLVD.
LAS VEGAS, NV 89146

DATE: July 16, 2021
CASE: A-20-827003-C

RE CASE: JUDITH SALTER; JOSHUA KANER vs. EDWARD RODRIGUEZ MOYA; BERENICE DOMENZAIN-RODRIGUEZ

NOTICE OF APPEAL FILED: July 14, 2021

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☐ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
 - *Previously paid Bonds are not transferable between appeals without an order of the District Court.*
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT
DOCKET ENTRIES; CIVIL COVER SHEET; ORDER; NOTICE OF ENTRY OF ORDER; DISTRICT
COURT MINUTES; NOTICE OF DEFICIENCY

JUDITH SALTER; JOSHUA KANER,

Plaintiff(s),

vs.

EDWARD RODRIGUEZ MOYA; BERENICE
DOMENZAIN-RODRIGUEZ,

Defendant(s),

Case No: A-20-827003-C

Dept No: VI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 16 day of July 2021.

Steven D. Grierson, Clerk of the Court



— Amanda Hampton, Deputy Clerk —

