

IN THE SUPREME COURT OF THE STATE OF NEVADA

RYDER TRUCK RENTAL, INC.

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA
ex rel. THE COUNTY OF CLARK, AND
THE HONORABLE JUDGE NANCY
ALLF,

Respondent.

NICOLE LIMON, an individual,

Real Party In Interest.

Electronically Filed
Sep 10 2021 08:30 a.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. _____
District Court Case No. _____
A-19-794326-C

PETITIONER'S APPENDIX VOLUME 2 of 5

Kurt Bonds, Esq. (NBN: 6228)
Karie N. Wilson, Esq. (NBN: 7957)
ALVERSON TAYLOR & SANDERS
6605 Grand Montecito Pkwy., Ste. 200
Las Vegas, Nevada 89149
(702) 384-7000

Attorneys for Petitioner Ryder Truck Rental, Inc.

Petitioner's Appendix Volume 1

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EXHIBIT D

ALVERSON TAYLOR & SANDERS
LAWYERS
6605 GRAND MONTECITO PKWY STE 200
LAS VEGAS, NV 89149
(702) 384-7000

1 **RSPN**
J. BRUCE ALVERSON, ESQ.
2 Nevada Bar No. 1339
KARIE N. WILSON, ESQ.
3 Nevada Bar No. 7957
ALVERSON TAYLOR & SANDERS
4 6605 Grand Montecito Pkwy, Ste. 200
Las Vegas, NV 89149
5 702-384-7000 Phone
702-385-7000 Fax
6 Attorneys for Defendant
Ryder Truck Rental, Inc.
7

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 NICOLE LIMON,	CASE NO: A-19-794326-C
11 Plaintiff,	DEPT. NO: 27
12 v.	
13 TONY STEPHENS, individually;	
14 RYDER TRUCK RENTAL, INC.;	
15 LOAD 1 TRUCKING LLC;	
DOES I-X; and ROE CORPORATIONS	
16 I-X, inclusive,	
Defendants.	

17
18 **DEFENDANT RYDER TRUCK RENTAL, INC.'S ANSWERS TO PLAINTIFF'S**
19 **INTERROGATORIES**

20 TO: NICOLE LIMON, Plaintiff; and

21 TO: JOSHUA L. BENSON, Esq., her attorney

22 COMES NOW Defendant, RYDER TRUCK RENTAL, INC. (hereinafter "Ryder"), by
23 and through its counsel of record, the law firm of ALVERSON TAYLOR & SANDERS
24 pursuant to NRCP Rule 33, answers Plaintiff's Interrogatories as follows.

PRELIMINARY STATEMENT

These responses are made solely for the purpose of, and in relation to, this action. Each response is given subject to all appropriate objections including but not limited to objections as to confidence, relevance, materiality, propriety, and admissibility, which would require the exclusion of any statement contained herein or document produced herewith if the request were asked of or document referenced or presented/attempted to be presented by a witness present and testifying in Court. All such objections and grounds therefore are reserved and may be interposed at the time of trial.

In addition, Defendant has not fully completed discovery and preparation for arbitration and/or trial. The following responses are given without prejudice to Defendant's right to produce evidence of any discovered fact or facts which Defendant may later obtain or recall. Defendant accordingly reserves the right to change any and all responses herein as additional facts are ascertained, analysis and contentions are made, and legal research is completed.

The responses contained herein are made in a good faith effort to supply as much factual information and as much specification of legal contention as is presently known and not subject to privilege, work product, and/or trade secret doctrine, but should in no way be to the prejudice of Defendant in relation to further discovery, research, or analysis, or contentions based thereupon, and in no way waive Defendant's rights and remedies under the Nevada Rules of Civil Procedure.

GENERAL OBJECTIONS

1. Defendant objects to each and every Interrogatory, including each and every definition and instruction thereto, to the extent that the Interrogatory attempts or purports to impose requirements or obligations beyond those imposed by the Nevada Rules of Civil Procedure.

2. Defendant objects to each and every Interrogatory to the extent that the information requested is protected by the Attorney-Client and/or Attorney Work Product Privileges.

3. In making these responses, Defendant is not waiving: (a) the right to object on the grounds of privilege, materiality, hearsay or any other proper ground, to the use of any information provided in these responses in any subsequent proceeding in this action or any other action; and (b) the right to object on any and all grounds to any other discovery procedures involving or relating to the subject matter of this discovery.

4. For the sake of brevity, the above objections are incorporated into Defendant's Answers to Plaintiff's Interrogatories.

ANSWERS

INTERROGATORY NO. 1:

Does Defendant dispute that the Driver, TONY STEPHENS (hereinafter "the Driver"), was an employee of Defendant RYDER TRUCK RENTAL, INC. at the time of the subject motor vehicle crash? If so, state all facts upon which you base your answer that the Driver was not an employee of Defendant RYDER TRUCK RENTAL, INC.

ANSWER TO INTERROGATORY NO. 1:

Defendant Tony Stephens was not an employee of Defendant Ryder Truck Rental, Inc., but was an employee of Load 1 Trucking LLC. Load 1 Trucking LLC leased the subject vehicle from Ryder.

INTERROGATORY NO. 2:

Does Defendant RYDER TRUCK RENTAL, INC. dispute that the Driver was in the course and scope of employment at the time of the subject motor vehicle crash? If so, state all facts that you base your answer that the Driver was not in the course and scope of his or her

1 employment at the time of the crash.

2 **ANSWER TO INTERROGATORY NO. 2:**

3 Defendant Tony Stephens was not employed by Defendant Ryder at the time of the
4 subject incident and Defendant therefore has no information as to whether he was in the “course
5 and scope” of his employment. On the date of the subject incident, Mr. Stephens was employed
6 by Defendant Load 1 Trucking, LLC.

7 **INTERROGATORY NO. 3:**

8 Describe in detail your understanding of how the subject motor vehicle crash occurred.

9 **ANSWER TO INTERROGATORY NO. 3:**

10 Upon information and belief, Plaintiff Nicole Limon drove the front of her vehicle into
11 the right rear of the trailer attached to Defendants’ tractor at highway speed. Defendant Ryder
12 reserves the right to supplement this Answer as discovery is ongoing.

13 **INTERROGATORY NO. 4:**

14 State what hiring policies and procedures of company drivers, if any, were implemented
15 and utilized during the time that the Driver was hired by RYDER TRUCK RENTAL, INC. If
16 these policies and procedures have changes in any way since the hiring of the Driver, please
17 explain these changes as well.

18 **ANSWER TO INTERROGATORY NO. 4:**

19 Objection. Interrogatory No. 4 assumes facts not in evidence. Defendant Stephens was
20 not an employee of Defendant Ryder on the date of the subject incident.

21 **INTERROGATORY NO. 5:**

22 List all procedures to be followed by RYDER TRUCK RENTAL, INC. employees
23 following an automobile crash that occurs when the employee is in the course and scope of
24 employment.

ANSWER TO INTERROGATORY NO. 5:

Objection. Interrogatory No. 5 assumes facts not in evidence. Defendant Stephens was not an employee of Defendant Ryder on the date of the subject incident.

INTERROGATORY NO. 6:

List the names and job titles of all company employees who investigated the subject crash, had knowledge of the subject crash, or spoke to the Driver regarding the subject crash, along with the results of any investigations.

ANSWER TO INTERROGATORY NO. 6:

Objection. Interrogatory No. 6 potentially seeks information protected by the attorney-client privilege and work product doctrine. Subject to and without waiving said objections, Defendant Ryder did not speak with Defendant Tony Stephens following the subject incident. Defendant Ryder reserves the right to supplement this Answer as discovery is ongoing.

INTERROGATORY NO. 7:

State whether the Driver was involved in any previous crashes in the course and scope of employment for RYDER TRUCK RENTAL, INC. If your answer is in the affirmative, specify the date, location, parties, description of the crash, and ultimate resolution of that crash.

ANSWER TO INTERROGATORY NO. 7:

Objection. Interrogatory No. 7 assumes facts not in evidence. Defendant Stephens was not an employee of Defendant Ryder on the date of the subject incident and Ryder has no knowledge regarding "previous crashes in the course and scope of employment."

INTERROGATORY NO. 8:

If Defendant RYDER TRUCK RENTAL, INC. conducted any type of post-crash investigation related to this crash, describe in detail the investigation and all results of that investigation, to include the names of any and all documents generated as a result of the crash.

ANSWER TO INTERROGATORY NO. 8:

Objection. Interrogatory No. 8 is vague and ambiguous as to “investigation,” is not limited in time, and seeks identification of “any and all documents generated as a result of the crash.” Subject to and without waiving said objections, please see redacted Claims File and associated Privilege Log, attached as Exhibits C and D to Defendant Ryder Truck Rental, Inc.’s Responses to Plaintiff’s Requests for Production of Documents, served concurrently herewith. Defendant Ryder reserves the right to supplement this Answer as discovery is ongoing.

INTERROGATORY NO. 9:

For each policy of insurance that provides coverage to Defendant RYDER TRUCK RENTAL, INC. for its potential liability to Plaintiff in this case, state the name of the insurance company, the amount of liability coverage, the policy number, the effective dates of coverage, and the name of the insured. Alternatively, if Defendant RYDER TRUCK RENTAL, INC. is self-insured, provide this information.

ANSWER TO INTERROGATORY NO. 9:

See Exhibit A to Defendants’ First Supplemental Early Case Conference Disclosures.

INTERROGATORY NO. 10:

State the full name, including any and all names used, his or her social security number, his or her last known address and telephone number of the Driver of Defendant RYDER TRUCK RENTAL, INC. vehicle on July 19, 2017, which was involved in the incident that is the subject of this Complaint.

ANSWER TO INTERROGATORY NO. 10:

Defendant Stephens was not an employee of Defendant Ryder and Ryder does not have possession, custody, or control of information responsive to this Interrogatory.

...

1 **INTERROGATORY NO. 11:**

2 Identify all steps Defendant RYDER TRUCK RENTAL, INC. took to verify the Driver
3 was fit for employment when hired.

4 **ANSWER TO INTERROGATORY NO. 11:**

5 Objection. Interrogatory No. 11 assumes facts not in evidence. Subject to and without
6 waiving said objection, Defendant Tony Stephens was not employed by Ryder Truck Rental, Inc.
7 at the time of the subject incident.

8 **INTERROGATORY NO. 12:**

9 Identify all steps Defendant all steps Defendant RYDER TRUCK RENTAL, INC. took to
10 verify the Driver was fit to operate a vehicle at the time of the crash.

11 **ANSWER TO INTERROGATORY NO. 12:**

12 Objection. Interrogatory No. 12 assumes facts not in evidence. Defendant Ryder did not
13 employ Defendant Tony Stephens.

14 **INTERROGATORY NO. 13:**

15 Are you aware of the existence of any maps, motion pictures, photographs, plats,
16 drawings, diagrams, measurements, or other written description of the crash, the scene of the
17 crash, or the area or persons involved? (This Interrogatory refers to any maps, diagrams, pictures,
18 etc., made either before, after, or at the time of the events in question.) If so, list for each such
19 item:

- 20 a. Its nature;
- 21 b. Its specific subject matter;
- 22 c. The date it was made or taken;
- 23 d. The name and address of the person making or taking it;
- 24 e. The name and address of the person at whose request such item was made or taken;

1 f. The present location of said item and any copies thereof.

2 **ANSWER TO INTERROGATORY NO. 13:**

3 Objection. Interrogatory No. 13 is overly broad and unduly burdensome as it potentially
4 seeks information protected by the attorney-client privilege and work product doctrine. This
5 Interrogatory is also compound. Subject to and without waiving said objections, see Traffic
6 Accident Report, attached as Exhibit A to Defendants' Early Case Conference Disclosure, and
7 Nevada Highway Patrol Documents, attached as Exhibit F to Defendants' First Supplemental
8 Early Case Conference Disclosure. See also Plaintiff's Complaint, Joint Case Conference Report
9 and supplements thereto, and Petition for Exemption from Arbitration on file herein, Plaintiff's
10 Answers to Defendant's Interrogatories (Sept 5, 2019), and Plaintiff's Responses to Defendant's
11 Requests for Production of Documents (Sept. 5, 2019). Defendant reserves the right to
12 supplement this Answer as discovery is ongoing.

13 **INTERROGATORY NO. 14:**

14 Please describe, in detail, the damage sustained by the Defendant's vehicle as a direct
15 result of the crash, which is the subject of Plaintiff's Complaint on file herein.

16 **ANSWER TO INTERROGATORY NO. 14:**

17 The subject trailer sustained two blown tires on the right side of axle #1. Defendant
18 Ryder reserves the right to supplement this Answer as discovery is ongoing.

19 **INTERROGATORY NO. 15:**

20 Is the Driver still an employee of Defendant RYDER TRUCK RENTAL, INC.? If not,
21 identify the date of his separation of employment and the reason for that separation of
22 employment.

23 **ANSWER TO INTERROGATORY NO. 15:**

24 Objection. Interrogatory No. 15 assumes facts not in evidence. Defendant Tony Stephens

1 was not employed by Ryder Truck Rental, Inc. on the date of the subject incident.

2 **INTERROGATORY NO. 16:**

3 Was the Driver tested for drugs or alcohol following the crash? If so, identify the date of
4 the test, the time of the test, the items tested for, and the results. If not, identify why not.

5 **ANSWER TO INTERROGATORY NO. 16:**

6 Objection. Interrogatory No. 16 seeks information outside the scope of knowledge of this
7 answering Defendant. Defendant Tony Stephens was not employed by Ryder Truck Rental, Inc.
8 at the time of the subject incident.

9 **INTERROGATORY NO. 17:**

10 If it is your contention that Plaintiff had a previous existing condition at the time of the
11 subject crash, state:

- 12 a. Each and every witness who you claim has factual knowledge of any previous
13 existing condition of Plaintiff;
- 14 b. Each and every document and/or medical record you had in your possession which
15 proves the Plaintiff suffers from a previous existing condition.

16 **ANSWER TO INTERROGATORY NO. 17:**

17 Objection. Interrogatory No. 17 is overly broad and unduly burdensome as it calls for
18 information beyond the personal knowledge of Ryder and calls for a legal and medical
19 conclusion.

20 **INTERROGATORY NO. 18:**

21 If your answer to any of the Requests for Admission served concurrently herewith is a
22 denial, please state the factual basis for such denial.

23 **ANSWER TO INTERROGATORY NO. 18:**

24 Objection. Interrogatory No. 18 is compound as it seeks information regarding Ryder's

1 Responses to six separate Requests for Admission. This Interrogatory is also premature as it calls
2 for contentions from Defendant when discovery has not been substantially completed. Facts
3 supporting Defendant Ryder's Responses to Plaintiff's Requests for Admission will be provided
4 within disclosed subpoenaed documents, deposition testimony, and Defendant's discovery
5 responses and disclosures. Defendant Ryder reserves the right to supplement this Answer as
6 discovery continues.

7 Dated this 1st day of November, 2019.

8 ALVERSON TAYLOR & SANDERS

9 

10 J. BRUCE ALVERSON, ESQ.

Nevada Bar No. 1339

11 KARIE N. WILSON, ESQ.

Nevada Bar No. 7957

12 6605 Grand Montecito Pkwy, Ste. 200

Las Vegas, NV 89149

13 702-384-7000 Phone

14 702-385-7000 Fax

Attorneys for Defendant

15 Ryder Truck Rental, Inc.

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies that on the 1st day of November, 2019, the forgoing
3 **DEFENDANT RYDER TRUCK RENTAL, INC.'S ANSWERS TO PLAINTIFF'S**
4 **INTERROGATORIES** was served on the following by Electronic Service to All parties on the
5 Odyssey Service List.

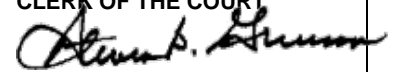
6
7 Joshua L. Benson, Esq.
8 josh@bensonallred.com
9 BENSON ALLRED
10 6250 N. Durango Drive
11 Las Vegas, NV 89148
12 702-820-0000 Phone
13 702-820-1111 Fax
14 Attorney for Plaintiff

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Employee of ALVERSON TAYLOR & SANDERS

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EXHIBIT E



1 **OMSJ**

2 Joshua L. Benson, Esq.

3 Nevada Bar No. 10514

4 **BENSON ALLRED**

5 6250 N. Durango Dr.

6 Las Vegas, Nevada 89149

7 Telephone: (702) 820-0000

8 Facsimile: (702) 820-1111

9 E-mail: josh@bensonallred.com

10 Attorneys for Plaintiff

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **NICOLE LIMON, individually,**

14 **Plaintiff,**

15 **v.**

16 **TONY STEPHENS, individually; RYDER**
17 **TRUCK RENTAL, INC.; LOAD 1 TRUCKING**
18 **LLC; DOES I-X; and ROE CORPORATIONS I-**
19 **X, inclusive,**

20 **Defendants.**

CASE NO.: A-19-794326-C

DEPT. NO.: 27

21 **PLAINTIFF NICOLE LIMON'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**

22 Plaintiff NICOLE LIMON, by and through her counsel of record, the law offices of BENSON
23 ALLRED INJURY ATTORNEYS, hereby files her Opposition to Defendant Ryder's Motion for
24 Summary Judgment and Defendants' Motion for Partial Summary Judgment. This Motion is based upon
25 the following memorandum of points and authorities, the papers and pleadings on file with this Court, and
26 the oral argument of the parties.

27 **BENSON ALLRED INJURY ATTORNEYS**

/s/ Joshua Benson

Joshua L. Benson, Esq.

Nevada Bar No. 10514

6250 N. Durango Drive

Las Vegas, NV 89149

Attorneys for Plaintiff

1
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION.**

4 In this personal injury action, Defendant Tony Stephens was driving a Semi Truck when he
5 turned left in front of Plaintiff Nicole Limon on US 95 causing a major collision. Defendant Ryder
6 seeks summary judgment claiming Ryder is “engaged in the trade or business of renting or leasing
7 motor vehicles” and, therefore, under the federal Graves Amendment cannot be held vicariously liable
8 for this crash merely because it was the lessor of the vehicle that crashed into Plaintiffs’ vehicles. The
9 Graves Amendment, however, is not relevant to Plaintiff’s claim against Ryder because the Plaintiff is
10 not seeking to hold Ryder vicariously liable for the crash, but, instead, seeks to hold it directly liable
11 for negligently entrusting the vehicle to the lessee. In fact, Nevada law, under NRS 483.610, requires
12 Ryder to inspect the facial validity of a driver’s license. The problem with Ryder’s argument, however,
13 is that while Ryder seeks summary judgment on its liability to Plaintiff based on NRS 483.610, Ryder
14 does not show that any of the facts required by the statute are present in this case. In fact, Ryder’s
15 statement of undisputed fact does not address any of the elements of the statute, or otherwise claim
16 Ryder reviewed and documented the lessee’s driver’s license prior to entering the lease agreement.
17 Ryder’s motion avoids these facts altogether. There is, therefore, no basis for summary judgment and
18 no basis to allow Ryder out of this lawsuit.

19 Defendants also seek partial summary judgment as to precluding Plaintiff from requesting
20 future medical expenses at trial. Specifically, Defendants stated that “Plaintiff failed to produce
21 admissible evidence, or an appropriate damages calculation, regarding her claim for future medical
22 expenses.” To be clear, Plaintiff is entitled to discuss her future treatment that is needed and seek pain
23 and suffering damages. Defendant’s motion is simply limited to precluding Plaintiff from placing a
24 number on future medical care at trial. To this extent, Plaintiff agrees not to put forth testimony
25 regarding the economic cost of future medical care—but is entitled to seek all damages related to future
26 pain and suffering.
27

1 **II. FACTUAL BACKGROUND.**

2 **a. The July 19, 2017 Crash.**

3 On July 19, 2017, Defendant Stephens was operating a large Semi Truck on behalf of his
4 employer Defendant Load 1 Trucking. Defendant Stephens had only had his CDL license for a few
5 months prior to the crash and was transporting goods from California to New Jersey. In the first few
6 hours of his trip, Defendant Stephens got lost and ended up on US 95—a two lane highway. As he
7 was driving south, lost, and following his GPS, he approached the turn-off to Laughlin, Nevada.
8 Despite having a duty to yield to traffic, Defendant Stephens made a left turn in front of northbound
9 traffic. Plaintiff Nicole Limon was traveling on US-95 and hit the Semi Truck at 65-mph. As a result
10 of the crash, Nicole suffered serious head and neck injuries.

11 **B. Load 1 Trucking Ryder Rental Agreement.**

12 On June 30, 2017, Ryder entered into a rental agreement with Load 1 Trucking.¹ The rental
13 was for three months, and the listed driver was “Kenneth Ricks.”² Under the terms of the rental
14 agreement,

15 All drivers must be safety checked by Ryder before operating the Vehicle. If Customer
16 changes drivers during rental period, the Customer must arrange for Ryder to safety
check the new driver before the new driver is permitted to operate the Vehicle.³

17 There is no evidence that the Ryder performed any safety check regarding Defendant Stephens use of
18 the Semi Truck.

19 **III. LEGAL ARGUMENT.**

20 The legal standard is well known: to grant summary judgment there must be no genuine issue
21 of material fact. The federal Graves Amendment bars vicarious liability against the lessor of a motor
22 vehicle for injuries caused by the lessee, if the lessor is “engaged in the trade or business of renting or
23 leasing motor vehicles.” 49 USC § 30106(a). The Graves Amendment does not bar direct claims of
24 negligence against the owner, for example claims that the owner negligently maintained the vehicle or
25 the owner negligently entrusted the vehicle to an incompetent operator. *Id.* Plaintiff does not claim

26
27 ¹ Ryder Truck Rental, Inc. Rental Agreement, attached as **Exhibit 1**.

² Id.

³ Id.

1 Ryder is vicariously liable for the collision as the owner of the vehicle, or that Ryder is vicariously
2 liable at all. Instead, Plaintiff alleges Ryder is directly liable because it negligently entrusted its vehicle
3 to Defendant Stephens while it “knew, or by the exercise of reasonable care, should have known that
4 Defendant was incompetent, inexperienced, or reckless in the operation of motor vehicles,” thereby
5 rendering the Graves Amendment irrelevant.

6 Defendant Ryder was obligated to safety check all drivers that operated the vehicle: but it never
7 safety checked Defendant Stephens. Ryder is directly liable for putting an inexperienced, reckless,
8 intoxicated driver behind the wheel. Defendant Ryder cannot claim they did not know about the new
9 driver as the Truck Lease and Service Agreement between the parties required Load 1 Trucking to
10 submit to Ryder all trip records and fuel tickets *on a weekly basis*.⁴ Those documents—although never
11 produced and alleged to have been destroyed—would certainly reveal who was driving, which would
12 then trigger Ryder’s obligation to perform a safety check on Defendant Stephens.

13 Defendant Ryder admitted during discovery that it did nothing to verify that Tony Stephens
14 was fit to operate the vehicle.⁵ Despite its obligations under the Rental Agreement and under Nevada
15 law, Defendant Ryder merely stated that “Defendant Ryder did not employ Defendant Tony
16 Stephens.”⁶ In other words, Defendant Ryder did nothing. Under the law and under the contractual
17 agreements, Defendant Ryder was obligated to verify that Defendant Stephens was fit to operate the
18 vehicle. It’s motion does not attempt to put forth any facts that it complied with the law or with its
19 contracts before allowing Defendant Stephens to drive its vehicle. Its failure to comply with its
20 contracts and to comply with Nevada law precludes summary judgment as genuine issues of material
21 fact exist.

22 ///

23 ///

24 ///

25 ///

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27 ⁴ Ryder Truck Lease and Service Agreement, attached as **Exhibit 2**.

⁵ Defendant Ryder’s Answers to Interrogatories No. 12, attached as **Exhibit 3**.

⁶ Id.

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IV. CONCLUSION.

For the reasons set forth above, Nicole requests the Court to deny Ryder’s motion for summary judgment.

BENSON ALLRED INJURY LAW

/s/ Joshua Benson
Joshua L. Benson, Esq.
Nevada Bar No. 10514
6250 N. Durango Drive
Las Vegas, NV 89149
Attorneys for Plaintiff

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CERTIFICATE OF MAILING

Pursuant to N.R.C.P. 5(a) and E.D.C.R. 7.26(a), I hereby certify that I am an employee of
BENSON ALLRED, and on the 1st day of July, 2021, the foregoing **PLAINTIFF NICOLE
LIMON’S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT** was served by
electronic copy via the Court’s electronic E-File and Serve system to all parties registered.

/s/ Teresa Regalado
An Employee of BENSON ALLRED

EXHIBIT 1



CUSTOMER REFERENCE NUMBER: 0763401906455
RENTAL AGREEMENT NUMBER : 2848922 CLIENT ACCOUNT NUMBER: 64355

Rental Location/Contact Information

Ryder Truck Rental, Inc.
13630 Firestone Blvd.
Santa Fe Springs, CA 90670
Phone Number: (562) 921-7778
Sales Rep : Kayla Horn
Area Manager : Jon Taylor
Jon_T.Taylor@ryder.com

Hours of Operation and additional information

Mon - Fri : 7:00 AM-5:00 PM
Saturday : 7:00 AM-11:00 AM
Sunday : Closed
24/7 Roadside Assistance: 866-477-0438
Customer Service : 1-800-947-9337



***** R E N T A L A G R E E M E N T *****
** W/O FUEL FUEL 27 ** ACTIVITY DATE : 06/30/17
** ** ** CUST REF #: 0763401906455
** ** ** VEHICLE NO: 654808

CUSTOMER INFORMATION DRIVER INFORMATION DATE/TIME/MILEAGE INFO:

LOAD 1 TRUCKING LLC KENNETH RICKS DUE: 09/19/17 07:00
385 S LEMON AVE 173 D.O.B.: **/**/** OUT: 06/20/17 05:30
WALHUT, CA Pct: AAAAAAAJAU-X ST: CA EXP.: 01/03/20 ODOM OUT: 2 0 3 6 4 8
7142665096
CONTACT: ACCOUNTS PAYABLE

VEHICLE DESCRIPTION: RATES AND CHARGES: ** WITHOUT FUEL ** TOTAL AMT

T/A Diesel Sleeper Daily Rental @ \$ 61.88/D = \$
Monthly Rental @ \$ 2551.36/M = \$
Mileage Rate @ \$ 0.0650/M = \$
Sub-Total Rental @ \$ 14.00/D = \$
Ltd Damage Waiver @ \$ 38.00/M = \$
Supp. Liab. Prot. @ \$ 25.00/D = \$
@ \$ 175.00/M = \$
** Special Rate: No Other Discounts Apply ** TOTAL RENTAL CHARGES \$ 6.00
Waste Dep.-Supplies \$.00 = \$

* LIABILITY PROTECTION - It is agreed that the Liability Protection specified in Paragraph 1 A. of this Agreement is provided to Customer. Customer waives Supplemental Liability Protection which increases liability protection limits to PER TLAA. (Coverage is primary - Read Para 11)
* I agree that the vehicle is received full of fuel, rental rates do not include fuel and I am responsible for all fuel. (Read Para 10) I have read, understood and hereby agree to the terms and conditions on both sides of this Agreement and I agree to pay the charges for the options I have selected.
* This lease complies with all federal, state, and local law enforcement officials nationwide to provide the identity of customers who operate this rental vehicle.
* The vehicle shall not be operated by anyone other than the Customer, the Customer's employees, or Customer's employer. All drivers must be safety checked by Ryder before operating the vehicle. If Customer changes drivers during rental period, the Customer must arrange for Ryder to safety check the new driver before the new driver is permitted to operate the vehicle. The vehicle shall be used by the Customer only in the normal course of its business, and Customer or driver of the vehicle shall in no event be or be deemed the agent, servant or employee of Ryder in any manner or for any purpose what so ever.
* Customer accepts Limited Damage Waiver. Customer is responsible for EXCESS TLAA of loss or damage to the vehicle. (Read Para 1 & 7)
* I have read, understood and hereby agree to the terms and conditions on both sides of this Agreement, and I agree to pay the charges for the options I have selected.
* Customer acknowledges that the vehicle(s) contains technology that is compliant with 2007 or 2010 emissions standards. Ryder has provided Customer with the required documentation concerning the periodic regeneration required in accordance with manufacturer's requirements. When a light requiring regeneration required is illuminated.

Customer Signature

Truck rented and used in strict compliance with Ryder agent

Cargo Contents : GENERAL

Corrections# : 00

Manual Reference Number : 0

USDOT Number : Intrastate - No Hazardous Material

Additional Terms and Conditions on Other Side - Please Read Carefully
Thank you for doing business with Ryder!

12/01/08 01

PETAPP0047



CUSTOMER REFERENCE NUMBER: 0763401906455

RENTAL AGREEMENT NUMBER : 2848922

CLIENT ACCOUNT NUMBER: 64355

Rental Location/Contact Information

Ryder Truck Rental, Inc.

13630 Firestone Blvd.

Santa Fe Springs, CA 90670

Phone Number: (562) 921-7778

Sales Rep : KMHORN

Area Manager : Jon Taylor

Jon T. Taylor@ryder.com

Hours of Operation and additional information

Mon - Fri : 7:00 AM-5:00 PM

Saturday : 7:00 AM-11:00 AM

Sunday : Closed

24/7 Roadside Assistance: 866-477-0438

Customer Service : 1-800-947-9337



**
**
**
**

CONFIRMED RESERVATION
USR: 64
ACTIVITY DATE : 06/30/17
CUST REF #: 0763401906455
VEHICLE NO: 654808

CUSTOMER INFORMATION DRIVER INFORMATION DATE/TIME/MILEAGE INFO:
LOAD 1 TRUCKING LLC KENNETH RICKS RESERVATION 06/30/17
385 S LEMON AVE 173 D.O.B.: **/**/** Time: 07:00
WALNUT, CA DR: AAAAAAAAAA-X
91789-2727 ST: CA EXP: 01/03/20 Due In: 09/30/17
7142665096 07:00
CONTACT: ACCOUNTS PAYABLE
RTR SANTA FE SPRINGS D/L#: 906499 03035-0205
13630 FIRESTONE BLVD
Santa Fe Springs, CA 90670
562-921-7778

VEHICLE DESCRIPTION: GUARANTEED RATES: *** WITHOUT FUEL *** TOTAL AMT
T/A Diesel Sleeper
Daily Rental Days @ \$ 81.88/DA \$= 0.00
Monthly Rental Months @ \$ 2551.36/MO \$= 0.00
Mileage Rate 0 Miles @ \$ 0.0650/MI \$= 0.00
Sub-Total Rental \$= 0.00
Ltd Damage Waiver Days @ \$ 14.00/DA \$= 0.00
Weeks @ \$ 98.00/WK \$= 0.00
Days @ \$ 25.00/DA \$= 0.00
Supp. Liab. Prot. Weeks @ \$ 175.00/WK \$= 0.00
Waste Dsp.-Supplies \$= 0.00
** Special Rate: No Other Discounts Apply ** ESTIMATED RENTAL CHARGES \$= 0.00

* NOTICE TO CUSTOMER: These rates are guaranteed for 13 days from the activity date above

Customer Signature

Truck rental unit and any other items provided by Ryder inc.

Cargo Contents :
Manual Reference Number : 0
USDOT Number :

Corrections# : 00

Additional Terms and Conditions on Other Side - Please Read Carefully
Thank you for doing business with Ryder!

1/28/2018 09

PETAPP0048

Legal Terms and Conditions of Rental Agreement ("Agreement")

PETAPP0049

EXHIBIT 2



Ryder ChoiceLease Full Service

TRUCK LEASE and SERVICE AGREEMENT

This Agreement is dated as of 6th day of March, 2017 by and between RYDER TRUCK RENTAL, INC. d/b/a RYDER TRANSPORTATION SERVICES, whose address is 11690 N.W. 105th Street, Miami, FL 33178 ("Ryder") and Load 1 Trucking LLC, whose address is 385 S. Lemon Ave E173, City of Industry, CA 91785 ("You/Yours/Customers").

1. EQUIPMENT COVERED AND TERM.

A. Agreement and Schedule A(s). Ryder agrees to lease to you and you agree to lease from Ryder the vehicles listed on Schedule A(s) (the "Vehicle(s)"). Each Schedule A is a part of this Agreement and contains additional terms and conditions. When you sign a Schedule A, you authorize Ryder to obtain the Vehicle(s) and you agree to take delivery of each. Failure to take delivery of a Vehicle for any reason is a material breach of this Agreement.

B. Lease Term. The lease term for each Vehicle begins when the Vehicle is placed in Customer's service, or 48 hours after notice has been given by Ryder to Customer that the Vehicle is available for pick-up, whichever occurs first, and shall continue for the period specified on its Schedule A unless the lease term is terminated earlier as permitted herein. If you operate any Vehicle after its lease term has ended, the terms of this Agreement will continue to apply to the hold-over lease, but either party shall have the right to terminate the hold-over lease upon 7 days prior written notice to the other party, provided all other termination requirements set forth herein are satisfied. Unless you execute a Schedule A(s) to the Agreement prior to the expiration of the lease of a Vehicle(s) for a replacement vehicle(s) of an equal or greater class size upon reasonable terms and conditions acceptable to Ryder, your then current fixed and variable charges will increase by 20% for the first 12 months of any hold-over term and shall increase an additional 20% on each anniversary date of the original expiration of the original Term In Months. Upon the expiration of the Term In Months, you shall have a grace period of 30 days before Ryder implements the increase set forth herein.

C. Vehicle Specifications, Alterations, and Equipment. When you place a Vehicle in service, you acknowledge that it conforms to the Vehicle specifications and is in good working order. You agree not to alter the structure of any Vehicle without Ryder's written consent. You agree to pay for all structural alterations, special equipment, and all changes in painting, lettering, and art work that you make or request Ryder to make after you sign the Schedule A. If a law or regulation changes, after you sign a Schedule A, that requires Ryder to install new or additional equipment on the Vehicle or to otherwise alter the Vehicle, Ryder will perform the installation or alteration at your expense. If you use a Vehicle while it is connected to a trailer or other equipment that Ryder does not lease to you or maintain for you, you agree to keep that trailer and equipment in good operating condition.

2. SERVICES THAT RYDER PROVIDES.

A. Maintenance and Repairs to Vehicles. For each Vehicle, Ryder will provide lubricants, tires, tubes, and all other operating supplies, perform all maintenance and repairs, and supply all labor and parts required to keep the Vehicle in service.

(1) Maintenance and Repair Schedule. You agree to return each Vehicle to Ryder at the maintenance facility listed on Schedule A (the "Maintenance Facility") for at least 8 hours per month for preventive maintenance at mutually agreeable times. Customer shall notify Ryder immediately when any repairs are necessary and return the Vehicle to the Maintenance Facility for performance of those repairs.

(2) Repairs Performed by Third Parties. Only Ryder and parties expressly authorized by Ryder may repair, maintain, or adjust a Vehicle. Customer shall not have a third party repair or make adjustments to a Vehicle, without Ryder's consent. Ryder will only pay for properly authorized and documented repairs.

B. Substitute Vehicles. Except as described in this Paragraph 2B, if a mechanical failure renders a Vehicle temporarily inoperable, Ryder agrees to supply Customer with a vehicle, as nearly as practicable the same size as the inoperable Vehicle, (a "Substitute Vehicle"), at no extra cost except for mileage, fuel, and other variable charges. Substitute Vehicles will be from Ryder's rental fleet and, subject to availability, similar in size and capacity as the inoperable Vehicle. Ryder shall not provide any special painting, lettering or other alterations for any Substitute Vehicle. Ryder shall provide the Substitute Vehicle where the Vehicle was disabled and Customer shall return it to the facility that provided it within a reasonable time after Ryder notifies Customer that the Vehicle is ready for pick-up, after which time rental rates will apply. All Substitute Vehicles will be governed by the terms of this Agreement. Ryder will not furnish a Substitute Vehicle for any Vehicle that is out of service: (i) for preventive maintenance; (ii) due to driver abuse; (iii) for repair of Physical Damage (as defined in Paragraph 11(A) of this Agreement) resulting from any cause, including fire, collision, upset, vandalism or an Act of God; (iv) due to your violation of this Agreement; or (v) for repair or maintenance of special equipment that Ryder is not responsible for maintaining. Ryder will not furnish a Substitute Vehicle for any Vehicle that is lost or stolen or for any specialized Vehicle. Ryder's failure to furnish a Substitute Vehicle within a reasonable period of time when required will cause the fixed charges for the inoperable Vehicle to abate until it is returned to Customer's service or until a Substitute Vehicle is furnished, whichever comes first, and Ryder will have no other liability to Customer for such failure. Where Ryder is not obligated to furnish a Substitute Vehicle, Ryder will rent Customer a replacement vehicle at rental rates, subject to availability.

C. Emergency Road Service. Ryder agrees to provide road service for mechanical or tire failure (unless such failure results from an accident, driver abuse or a violation of this Agreement). Where Ryder is not responsible for road service, Ryder will coordinate road service for you at your expense.

D. Safety Program. At your request, Ryder will provide you with its then-current standard safety program.

E. Additional Services. Ryder will provide additional services as listed on Schedule A.

F. Additional Repairs. Regardless of any other provision of this Agreement, you agree to pay for all damage, repairs, maintenance, and related expenses resulting from your operation of a Vehicle in violation of this Agreement. Any such repairs or maintenance performed by Ryder, special services requested by Customer, and all Vehicle washes in excess of Ryder's standard intervals (when Ryder is designated for washes on Schedule A) shall be at Ryder's retail sales and service rates (including overtime).

3. FUEL. When Ryder is designated on Schedule A, Ryder will offer to sell you fuel for each Vehicle from a Ryder or Ryder-designated facility. Ryder's charge for fuel it provides will vary over time. Fuel charges are incidental and are billed in addition to all other lease charges. If your account is past due, Ryder may elect to stop providing fuel to you. You will be responsible for the cost of fuel you obtain from other sources and cannot charge these costs to your Ryder account.

4. VEHICLE OPERATING CREDENTIALS AND TAXES.

A. Licensing and Taxes. Where it is legal to do so, Ryder will apply and pay for the following (up to the allowance for each item on Schedule A): (i) state motor vehicle license and registration in the state of domicile (for the licensed weight shown on Schedule A); (ii) personal property taxes (in the state of domicile); and (iii) Federal Heavy Vehicle Use Taxes. You agree to provide Ryder with all documentation required for vehicle licensing (including trip records) on a weekly basis. If you fail to provide Ryder with timely and accurate information, you agree to reimburse Ryder for any resulting charges, penalties, or expenses. You will pay to Ryder all charges incurred by Ryder in states other than the state of domicile for any of the items listed in Paragraph 4. Also, Ryder shall have the right upon 30 days prior notice, to stop applying for vehicle licenses and to remove any existing vehicle licenses issued to Ryder.

B. Fuel Tax. When designated on a Schedule A, and where it is legal to do so, Ryder will: (i) apply and pay for (up to the allowance on Schedule A for fuel tax permits) IFTA fuel tax permits and highway use/mileage tax permits for each Vehicle; (ii) prepare and file IFTA fuel tax and highway use/mileage tax returns; and (iii) pay fuel taxes and highway use/mileage taxes imposed on the operation of the Vehicles, on the following terms:

(1) Required Documentation. You must provide Ryder with all necessary documentation (including trip records and fuel tickets) on a weekly basis. If you fail to provide Ryder with timely, accurate and complete information, you agree to: (i) reimburse Ryder for any charges, penalties, expenses, or disallowed credits; (ii) pay Ryder an amount equal to the estimated taxes computed on a per mile basis and (iii) pay Ryder a surcharge of \$20 for each mile that you fail to properly report. In addition, Ryder shall have the right, upon 30 days notice, to stop providing the services described in this Paragraph 4B and you shall be responsible for these obligations as if you were designated on Schedule A to provide them.

(2) Reimbursement of Fuel, Highway Use and Mileage Taxes. You will reimburse Ryder for all fuel, highway use and mileage taxes paid by Ryder on your behalf, including, but not limited to, all additional fuel taxes resulting from your consumption of fuel in a state other than the state in which the fuel was purchased and all taxes that may become due based on the documents you provide.

(3) If you provide IFTA fuel tax reporting. You agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs resulting from your failure to properly obtain IFTA fuel or highway use/mileage tax permits, file IFTA fuel or highway use/mileage tax returns or pay IFTA fuel or highway use/mileage taxes.

C. Allowances. If the cost of any of the items listed in Paragraphs 4A and 4B exceeds the annual allowance listed on Schedule A (for any reason including increase or change in the method of assessment), then you agree to pay Ryder the excess. Ryder failure to bill or collect amounts in excess of the allowance in any year shall not be considered a waiver of its right to pursue those amounts. Any blank allowance line on a Schedule A shall be deemed to be a \$0 annual allowance.

D. All Other Taxes, Fees, Tolls, or Fines. Unless otherwise specified in this Agreement, you shall pay for all taxes, fees, special licenses, traffic and parking violations, towing and storage expenses and other similar fines and tolls (whether in effect now or imposed after the date of this Agreement) relating to any Vehicle or to the lease of any Vehicle, rental of extra vehicles, Substitute Vehicles, or other charges under this Agreement (excluding any taxes based on Ryder's net income). If your failure to pay any of the above items results in an outstanding charge, claim, or lien involving any Vehicle or another vehicle listed herein, then Ryder may settle such, and you shall promptly pay Ryder the full amount of such settlement, any related costs, and an administrative charge not to exceed \$10 per occurrence for tolls administered through Rent A Toll and \$25 per occurrence for all other taxes, fees, special licenses, violations, towing and storage expenses, fines, or tolls.

5. OPERATION OF VEHICLES; DRIVERS:

A. Operation of Vehicles; Drivers. Each Vehicle shall be operated only in the ordinary course of business by properly licensed drivers that are: (i) at least 18 years old; and (ii) your employees or agents and subject to your exclusive direction and control. You will not operate any Vehicle: (i) in violation of any federal, state, or local rules, laws or regulations (including weight and size limits); (ii) in a reckless or abusive manner (including, while using a mobile or electronic device); or (iii) to transport Hazardous Materials (as defined in Paragraph 16C of this Agreement). Nor will you operate any Vehicle in violation of the manufacturer's recommendations, off an improved road, on a flat tire, with warning lights on, with gauges showing dangerous or excessive readings, or improperly loaded. Customer shall conduct pre and post inspections of the Vehicle, complete required reports, and promptly notify Ryder of any Vehicle condition issues. Ryder will not be liable for any Federal Motor Carrier Safety Administration ("FMCSA") violations or other citations for which Ryder was not provided notice. You are not permitted to operate any Vehicle outside of the United States. You are not permitted to use any Vehicle to carry passengers, except as required in the ordinary course of your business. Regardless of any other provision of this Agreement, and even if Ryder is designated on Schedule A as responsible for Physical Damage, you will pay Ryder for all physical damage, repairs, maintenance and related expenses resulting from any violation of this Paragraph 5. Customer acknowledges and represents that it (including any employees and third-party agents who interact with Ryder under this Agreement on Customer's behalf) has been, is, and shall remain in compliance with U.S. export controls and sanctions laws and regulations and all designations made under these laws and regulations. To the extent that Customer is subject to an enforcement action or designation under any such export control or sanctions law, Customer will notify Ryder within ten business days following the date of the government's notice to the Customer of such action.

B. Driver Removal. If a driver operates a Vehicle in violation of this Agreement, upon written notice from Ryder, you will immediately remove that driver as an operator of any Vehicle. If you fail to do so or are prevented from doing so by contract, then you agree to reimburse Ryder for any damage to any Vehicle that occurs while being driven by that driver, even if Ryder would otherwise be responsible for payment of Physical Damage, and to defend, release, indemnify, and hold Ryder harmless for all resulting Damages and Defense Costs.

6. CHARGES AND PAYMENT.

A. **Payment Terms.** You will pay Ryder the full amount of its invoices within 10 days of the invoice date without deduction, setoff, recoupment or counterclaim. Each invoice will be conclusively deemed correct, unless you notify Ryder in writing of any error within 90 days of the invoice date.

B. **Intentionally Omitted.**

C. **Determination of Mileage and Refrigeration Charges.** Ryder will determine mileages for powered Vehicles from odometer readings, mileage for trailers from hubodometer readings, and hours of operation of all refrigeration, yard tractor, or other engine hour applicable units from hour meter(s). If the odometer, hubodometer, or hour meter fails to function, you agree to immediately report that failure to Ryder. Ryder will determine mileage or the hours of operation for the period in which the failure existed from (1) your trip records or (2) the average amount of fuel consumed and the miles per gallon shown in Ryder's records for the previous 30 days. If in any month you fail to provide Ryder with complete mileage or meter readings, then on the invoice for that month, Ryder will charge you for 1/12th of the Estimated Annual Mileage or Hours (which estimate may be adjusted on future invoices based on actual mileages).

D. **Invoicing Frequency.** "Monthly" Invoicing Frequency: Notwithstanding anything in the Vehicle Lease to the contrary, at your request, Ryder will invoice you for charges under this Agreement monthly.

7. FINANCIAL REQUIREMENTS AND CONFIDENTIALITY.

A. **Financial Statements.** You agree to provide Ryder with fully disclosed, year-end financial statements for the most recent two years, including all major statements and footnotes and other financial information as Ryder may request from time to time.

B. **Confidentiality.** The parties agree that the terms and conditions of this Agreement, as well as any financial information that you provide to Ryder pursuant to Paragraph 7A, are confidential and neither party shall disclose them to any third party (other than such party's attorneys, accountants or financing partners) unless required by law.

8. CPI.

Twice each year, on January 1st and July 1st Ryder may adjust your charges on each Vehicle to reflect changes in Ryder's costs. These adjustments will be computed based on the percentage change in the Revised Consumer Price Index: Urban Wage Earners and Clerical Workers (1967 base period) published by the U.S. Bureau of Labor Statistics (or any successor index designated by Ryder) ("CPI") from the base index listed on Schedule A (the "Base Index"). Ryder will round this percentage change to the nearest one-tenth of one percent and will then adjust your charges by an amount equal to this rounded percentage change in CPI multiplied by the portion of the charges listed below:

- * 75 % of the Fixed Charge Per Month (or Week) and 100 % of the Mileage Rate Per Mile
- * 100 % of the Refrigerated Maintenance Rate Per Hour (for refrigeration equipment)

Adjustments will be based on the original charges listed on Schedule A and the most recent CPI index figures at the time of adjustment.

9. LIABILITY INSURANCE.

A. **Liability Insurance.** The party designated on Schedule A (the "Insuring Party") agrees to furnish and maintain, at its sole cost, a policy of automobile liability insurance with limits specified on each Schedule A for death, bodily injury and property damage, covering both you and Ryder as insureds for the ownership, maintenance, use, and operation of each Vehicle ("Liability Insurance"). If you are the Insuring Party, the terms of the policy and the insurer must be acceptable to Ryder. The Liability Insurance must provide that its coverage is primary and not additional or excess coverage over insurance otherwise available to either party, must be equal in scope in all respects to the insurance coverage provided to you, and must include any and all statutory requirements of insurance imposed upon you and/or Ryder. In addition, the Liability Insurance must provide that it cannot be cancelled or materially altered without 30 days prior written notice to you and Ryder. The Insuring Party agrees to designate the other party as an additional insured on the Liability Insurance and to provide the other party with insurance certificates evidencing the required coverage. Your certificates of insurance must include by special endorsement or otherwise, Ryder as an additional insured for all vehicles leased, rented, substituted or supplied to you by Ryder.

B. **Where Ryder Provides Insurance Coverage** If Ryder is the Insuring Party, then this Agreement is subject to all of the terms and conditions of the Liability Insurance, which will exclude uninsured or underinsured motorist coverage, personal injury protection coverage, medical payment coverage, and/or supplementary no fault coverage. If any of these coverages cannot be rejected, waived, or excluded under the law of any applicable state, or if rejection, waiver, or exclusion is otherwise unenforceable, the coverage will only be provided to the extent and with the minimum limits required by the laws of that state. Upon 30 days notice, Ryder may review and adjust its rates for Liability Insurance or terminate the Liability Insurance. In the event Ryder terminates the Liability Insurance, you will furnish and maintain Liability Insurance in accordance with Paragraph 9A.

C. **Ryder Filing Evidence of Liability Insurance Extended by Ryder.** When Ryder is the Insuring Party, Ryder will, at your request and where required and legal, file evidence of the Liability Insurance and will provide certificates evidencing the Liability Insurance. When Ryder is the Insuring Party, you shall defend, release, indemnify and hold Ryder harmless for all Damages and Defense Costs arising out of or related to payment of losses by Ryder or Ryder's insurer based on any such filing made or certificates issued by Ryder or its insurer, including, but not limited to, those filings and certificates related to "hired" coverage, where the loss would not have otherwise been paid except for such filing or certificate, including any losses relating to or arising from a Vehicle for which Liability Insurance has not been extended by Ryder under the terms of the Schedule A.

10. INDEMNIFICATION.

A. **Indemnification for Damages and Defense Costs:** You agree to defend, release, indemnify and hold Ryder harmless for all Damages and Defense Costs: (1) in excess of or not covered by Liability Insurance (whether provided by you or Ryder) arising out of or related to the ownership, maintenance, use or operation of each Vehicle; (2) arising out of or related to death or injury to you, your drivers, employees, and agents caused by or related to the ownership, maintenance, use or operation of each Vehicle; (3) arising out of or related to your violation of this Agreement; or (4) arising out of your failure to procure and maintain Liability Insurance (where you are the Insuring Party).

B. **Indemnification for Transportation of Hazardous Material.** Notwithstanding anything in this Agreement to the contrary and even if Ryder is designated on Schedule A as responsible for providing Liability Insurance, if you use any Vehicle to transport Hazardous Materials in violation of this Agreement, then you agree to defend, release, indemnify and hold Ryder harmless from and against all Damages and Defense Costs, arising out of or related to that transportation, regardless of cause, including, but not limited to your negligence, Ryder's

negligence, any other failure on your part, or any failure on Ryder's part.

C. **Reimbursement for Clean-up Costs Associated with Fuel Spills.** If you are the Insuring Party and Ryder responds to any incident or accident which has resulted in an environmental spill or release from a Vehicle's fuel tank(s) or engine, you will pay for and/or reimburse Ryder for all costs and expenses incurred by Ryder, including but not limited to, the cost of emergency response contractors, environmental clean-up and disposal costs, fines and penalties.

11. PHYSICAL DAMAGE.

A. **Payment of Physical Damage.** The party designated on Schedule A (the "Responsible Party") will pay for all loss, theft or damage ("Physical Damage") to any Vehicle.

(1) **When Ryder is Responsible.** Ryder will pay for Physical Damage in excess of the deductible amount specified on Schedule A, except where the loss or damage results from (i) a violation of Paragraph 5; (ii) any willful damage to a Vehicle including, but not limited to, damage arising out of or in connection with any labor dispute that you are involved in; or (iii) theft by one of your agents or employees. Upon 30 days notice, Ryder may review and adjust its rates for Physical Damage or terminate Physical Damage coverage. If Ryder terminates Physical Damage coverage, you agree to be responsible for Physical Damage under the terms of Paragraph 11A(2).

(2) **When You are Responsible.** You agree to pay for all Physical Damage to any Vehicle, Substitute Vehicle or rental vehicle, including related expenses, even if the Physical Damage results from Ryder's negligence or occurs on Ryder's premises. If any Vehicle is lost, stolen, or damaged beyond economic repair, then you agree to pay Ryder its purchase price as determined by Paragraph 13C. If any Physical Damage repairs are performed by Ryder, Ryder will charge you at retail sales and service rates (including overtime). Any Physical Damage repair work performed by an unapproved repair shop is subject to Ryder's approval and Ryder may rework any unsatisfactory repair at your expense. You agree to furnish Ryder with evidence of Physical Damage insurance coverage reasonably acceptable to Ryder naming Ryder as a named insured or endorsed as a loss payee.

B. **Vehicle Loss, Theft or Destruction.** If a Vehicle is lost, stolen or in an accident, you agree to immediately notify Ryder and cause your driver to make a report to Ryder as soon as practicable. If a Vehicle is involved in a collision or accident, Ryder will decide within 30 days of being notified whether that Vehicle is damaged beyond economic repair. If a lost or stolen Vehicle is still missing 30 days after you notify Ryder, or if a Vehicle is damaged beyond economic repair, then the lease on that Vehicle will terminate once you have paid Ryder all amounts owed under this Paragraph 11 and any other outstanding charges. You agree to also provide Ryder with copies of any reports that you have provided to your insurer or any governmental agency and assist Ryder and the insurer in the investigation, defense, or prosecution of any claims or suits. Regardless of who is the Responsible Party, you will pay for the loss of tools, tarpaulins, accessories, spare tires, or other similar equipment furnished by Ryder.

12. **CARGO LOSS OR DAMAGE.** Ryder will not be liable for loss of or damage to any cargo, goods or property in, carried on, or towed by any Vehicle ("Cargo"), even if the loss or damage occurs on Ryder's premises or is caused by Ryder's negligence or any other failure on Ryder's part. You agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs arising out of or related to loss or damage to Cargo.

13. TERMINATION.

A. **Annual Termination Rights.** Either party may terminate the lease on any Vehicle on any annual anniversary of its Date of Delivery listed on Schedule A before its full lease term expires by giving the other party at least 60 days prior written notice. If Ryder terminates the lease on any Vehicle and you are not then in default, you will have the right, but not the obligation, to purchase that Vehicle on the date of termination, in accordance with Paragraph 13C, by giving Ryder at least 30 days prior notice. If you terminate the lease on any Vehicle, you will, at Ryder's option, purchase that Vehicle on its effective date of termination in accordance with Paragraph 13C.

B. **Expiration of Lease.** Upon expiration of its lease term (or upon termination if you are not required to purchase the Vehicle), you agree to return each Vehicle to Ryder at the Maintenance Facility in good and working order without Physical Damage. If a Vehicle has Physical Damage, charges will not abate while the Vehicle is being repaired. If you have made any structural alteration to a Vehicle, you agree, at Ryder's option, to restore that Vehicle to its original condition before you return it to Ryder. You will have no right or obligation to purchase a Vehicle when its full lease term expires. Upon expiration of the lease term or termination for any reason, unless you purchase the Vehicle, you agree to pay Ryder the cost to de-identify each vehicle.

C. **Vehicle Purchases.** If you are required or elect to purchase a Vehicle under this Agreement, the purchase price will be an amount equal to its Schedule A Value plus any sales or use taxes. On the purchase date, you will also pay Ryder any outstanding charges you owe. Your payment will be in cash or by certified cashier's check. Each Vehicle will be purchased "as is, where is" without any warranties, except that upon such purchase Ryder shall assign to you, to the extent permitted by the manufacturer, any manufacturer's warranty applicable to the purchased Vehicle. If you fail to purchase a Vehicle when required to do so, you will pay to Ryder the difference between the Vehicle's Schedule A Value and its wholesale value as of the date you were required to purchase the Vehicle.

14. BREACH OR DEFAULT.

A. Breach or Default.

(1) **Default Procedure.** If you breach this Agreement, then Ryder may send you a notice of default. You will have 7 days from the date that Ryder sends you the notice to cure the default. If you fail to cure a default as required by this Paragraph 14A, then Ryder may, at its option, without prejudice to Ryder's other remedies under this Agreement, at law or in equity: (i) immediately repossess any or all Vehicles, Substitute Vehicles and rental vehicles wherever they may be located, without further demand or notice (unless required by law in the relevant jurisdiction); and/or (ii) terminate the Agreement as to any or all of the Vehicles and, at Ryder's option, require you to purchase any and/or all terminated Vehicles within 10 days in accordance with Paragraph 13C. Repossession of the Vehicles will not automatically terminate the Agreement. You shall be liable for all charges that accrue during the period that Ryder retains the Vehicles.

(2) **Default under Other Agreements.** If you breach any other agreement between you and Ryder, including but not limited to any rental and/or maintenance agreements, then you will be in default of this Agreement. If you breach this Agreement, you will be in default of any other agreement between you and Ryder.

B. **Bankruptcy.** It shall be a default under this Agreement if you become insolvent, file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, are adjudicated bankrupt, permit a receiver to be appointed for your business, or permit or suffer a material disposition of your assets.

15. MISCELLANEOUS PROVISIONS.

A. Assignment of Lease. This Agreement will be binding on both parties, and our respective successors, legal representatives, and permitted assigns. **YOU DO NOT HAVE THE RIGHT TO SUBLEASE ANY VEHICLE, NOR THE RIGHT TO ASSIGN THIS AGREEMENT OR ANY INTEREST HEREUNDER WITHOUT RYDER'S PRIOR WRITTEN CONSENT. ANY ATTEMPT TO DO SO WILL BE VOIDABLE AT RYDER'S OPTION.** Unless Ryder expressly releases you from your obligations in writing, you will remain liable for all of your and the assignee's obligations under this Agreement including, but not limited to, liability claims, Physical Damage and associated Damages and Defense Costs. Ryder may assign all or part of its interest in this Agreement and any Vehicle without notice to you or your consent.

B. Change of Ownership/Sale of Assets. If you change ownership or dispose of a substantial amount of your assets, you will notify Ryder in writing. You shall give Ryder at least 30 days prior written notice of (a) any change of your name, address or state of organization from that set forth above or (b) any proposed merger, consolidation or sale of all or substantially all of your assets or transfer of a majority interest of your ownership interests or control from the persons(s) or entity(ies) holding such interests or control as of the date hereof.

C. Force Majeure. Neither party will be liable to the other if it is prevented from performing under this Agreement by any present or future cause beyond its control. These causes include, but are not limited to, Acts of God, national emergencies, wars, acts of terrorism, riots, fires, labor disputes, federal, state, or local laws, rules or regulations, shortages (local or national), or fuel allocation programs, provided that no Force Majeure event shall affect any of your payment obligations hereunder.

D. Limitation of Liability. Ryder's liability to you for any breach of this Agreement shall be limited to the actual value of the services that Ryder fails to provide. **NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR PUNITIVE DAMAGES.**

E. Notices. Any notice, demand, consent or request for consent under this Agreement must be written and sent to you or Ryder at the address specified at the beginning of this Agreement (or any new address of which notice is given). Notices shall be given by certified mail (with a return receipt), overnight delivery service, facsimile transmission (if a written record of either a machine generated or verbal telephonic confirmation is obtained), or hand-delivery. Notices will be effective when sent, unless otherwise specified in this Agreement.

F. Savings Clause. If a court rules that any provision of this Agreement is illegal, invalid, or unenforceable, all other provisions will remain binding, effective, and fully enforceable.

G. Waiver. Delay or failure to exercise, or partial exercise of any right under this Agreement will not operate to waive that or any other right hereunder. By failing to declare or act on a default, a party does not waive that default. Either party may act on any default at any time. **BOTH PARTIES WAIVE ANY RIGHT TO A TRIAL BY A JURY IN ANY LAWSUIT RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

H. Cumulative Remedies. All remedies in this Agreement are cumulative and non-exclusive. Each party may exercise any remedy without affecting its right to exercise any other remedy and without impacting its right to bring suit for breach or to pursue other remedies at law or in equity.

I. Content and Modification of Agreement. Neither party will be bound by this Agreement until its duly authorized representative signs it. This Agreement is the entire agreement and understanding between the parties concerning its subject matter. All previous written or oral agreements and representations regarding the subject matter of this Agreement will be null and void. The Agreement can be modified only by a written amendment signed by a duly authorized representative of the party against which enforcement is sought. Any attempt to modify orally or through course of performance shall be void.

J. Disclaimer of Warranties. **RYDER MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING ANY VEHICLE, CHARGES, OR ANY OTHER MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT A VEHICLE IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE OR SPECIAL PURPOSE.**

K. Survivability. All of the defense, release, indemnification, and hold harmless provisions of this Agreement shall survive its termination (for any reason) or expiration.

L. Governing Law and Jurisdiction. This Agreement shall be subject to, construed and interpreted under the laws of the State of Florida without regard to its conflicts of laws provisions. The parties agree that the exclusive venue for any action relating to this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, Florida.

M. Attorneys' Fees. If either party initiates litigation to enforce its rights under this Agreement, the prevailing party in such litigation will also be entitled to receive from the other party its reasonable attorneys' fees (pre-trial, trial and appellate) and costs (including those paid to a collection agency).

N. Third Party Invoices. If Ryder engages a third party to perform repairs, maintenance or road service not covered by the fixed and variable charges (e.g. driver abuse, Physical Damage), you agree to pay the third party's charges plus a reasonable mark-up to cover Ryder's related administrative expenses.

O. Validity. A copy, scan or electronic signature of this Agreement or any Schedule A is sufficient and binding in the same manner and for the same purposes as the originally signed version. Neither party may deny the legal effect, validity, or enforceability of this Agreement solely because it is in electronic form and any arguments to this effect are expressly waived. This Agreement shall be admissible in any proceeding as a copy or scan, or with electronic or digital signatures, as if it contained original handwritten signatures.

16. DEFINED TERMS.

A. Damages: All damages, claims, suits, causes of action, penalties, fees, costs, expenses and liabilities for death or injury to persons and loss or damage to property, including, but not limited to, damage to the environment and all environmental clean-up costs.

B. Defense Costs: All attorneys' fees, experts' fees, and court costs at trial and on appeal.

C. Hazardous Material: Any cargo, property, or hazardous material in a quantity which requires placarding by the United States Department of Transportation, and any medical, bio-hazardous, or radioactive waste.

D. Schedule A Value: A Vehicle's Original Value specified on its Schedule A, less the total accrued depreciation at the rate specified on Schedule A, plus all unexpired licenses, applicable taxes (including personal property taxes and Federal Heavy Vehicle Use Taxes), prepaid interest and other expenses previously incurred by Ryder relating to the Vehicle, prorated to the date of sale or computation.

RYDER TRUCK RENTAL, INC., d/b/a
RYDER TRANSPORTATION SERVICES

(Ryder)

By: 

Name: Brian Kerr

Title: Director of Sales

Date: 3/07/17

Load 1 Trucking LLC

(Customer/You)

By: 

Name: Walid Elgaza

Title: President

Date: 3/6/17

EXHIBIT 3

ALVERSON TAYLOR & SANDERS
LAWYERS
6605 GRAND MONTECITO PKWY STE 200
LAS VEGAS, NV 89149
(702) 384-7000

1 **RSPN**
J. BRUCE ALVERSON, ESQ.
2 Nevada Bar No. 1339
KARIE N. WILSON, ESQ.
3 Nevada Bar No. 7957
ALVERSON TAYLOR & SANDERS
4 6605 Grand Montecito Pkwy, Ste. 200
Las Vegas, NV 89149
5 702-384-7000 Phone
702-385-7000 Fax
6 Attorneys for Defendant
Ryder Truck Rental, Inc.
7

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 NICOLE LIMON,

11 Plaintiff,

12 v.

13 TONY STEPHENS, individually;
RYDER TRUCK RENTAL, INC.;
14 LOAD 1 TRUCKING LLC;
DOES I-X; and ROE CORPORATIONS
15 I-X, inclusive,

16 Defendants.

CASE NO: A-19-794326-C
DEPT. NO: 27

17
18 **DEFENDANT RYDER TRUCK RENTAL, INC.'S ANSWERS TO PLAINTIFF'S**
19 **INTERROGATORIES**

20 TO: NICOLE LIMON, Plaintiff; and

21 TO: JOSHUA L. BENSON, Esq., her attorney

22 COMES NOW Defendant, RYDER TRUCK RENTAL, INC. (hereinafter "Ryder"), by
23 and through its counsel of record, the law firm of ALVERSON TAYLOR & SANDERS
24 pursuant to NRCP Rule 33, answers Plaintiff's Interrogatories as follows.

PRELIMINARY STATEMENT

These responses are made solely for the purpose of, and in relation to, this action. Each response is given subject to all appropriate objections including but not limited to objections as to confidence, relevance, materiality, propriety, and admissibility, which would require the exclusion of any statement contained herein or document produced herewith if the request were asked of or document referenced or presented/attempted to be presented by a witness present and testifying in Court. All such objections and grounds therefore are reserved and may be interposed at the time of trial.

In addition, Defendant has not fully completed discovery and preparation for arbitration and/or trial. The following responses are given without prejudice to Defendant's right to produce evidence of any discovered fact or facts which Defendant may later obtain or recall. Defendant accordingly reserves the right to change any and all responses herein as additional facts are ascertained, analysis and contentions are made, and legal research is completed.

The responses contained herein are made in a good faith effort to supply as much factual information and as much specification of legal contention as is presently known and not subject to privilege, work product, and/or trade secret doctrine, but should in no way be to the prejudice of Defendant in relation to further discovery, research, or analysis, or contentions based thereupon, and in no way waive Defendant's rights and remedies under the Nevada Rules of Civil Procedure.

GENERAL OBJECTIONS

1. Defendant objects to each and every Interrogatory, including each and every definition and instruction thereto, to the extent that the Interrogatory attempts or purports to impose requirements or obligations beyond those imposed by the Nevada Rules of Civil Procedure.

2. Defendant objects to each and every Interrogatory to the extent that the information requested is protected by the Attorney-Client and/or Attorney Work Product Privileges.

3. In making these responses, Defendant is not waiving: (a) the right to object on the grounds of privilege, materiality, hearsay or any other proper ground, to the use of any information provided in these responses in any subsequent proceeding in this action or any other action; and (b) the right to object on any and all grounds to any other discovery procedures involving or relating to the subject matter of this discovery.

4. For the sake of brevity, the above objections are incorporated into Defendant's Answers to Plaintiff's Interrogatories.

ANSWERS

INTERROGATORY NO. 1:

Does Defendant dispute that the Driver, TONY STEPHENS (hereinafter "the Driver"), was an employee of Defendant RYDER TRUCK RENTAL, INC. at the time of the subject motor vehicle crash? If so, state all facts upon which you base your answer that the Driver was not an employee of Defendant RYDER TRUCK RENTAL, INC.

ANSWER TO INTERROGATORY NO. 1:

Defendant Tony Stephens was not an employee of Defendant Ryder Truck Rental, Inc., but was an employee of Load 1 Trucking LLC. Load 1 Trucking LLC leased the subject vehicle from Ryder.

INTERROGATORY NO. 2:

Does Defendant RYDER TRUCK RENTAL, INC. dispute that the Driver was in the course and scope of employment at the time of the subject motor vehicle crash? If so, state all facts that you base your answer that the Driver was not in the course and scope of his or her

1 employment at the time of the crash.

2 **ANSWER TO INTERROGATORY NO. 2:**

3 Defendant Tony Stephens was not employed by Defendant Ryder at the time of the
4 subject incident and Defendant therefore has no information as to whether he was in the “course
5 and scope” of his employment. On the date of the subject incident, Mr. Stephens was employed
6 by Defendant Load 1 Trucking, LLC.

7 **INTERROGATORY NO. 3:**

8 Describe in detail your understanding of how the subject motor vehicle crash occurred.

9 **ANSWER TO INTERROGATORY NO. 3:**

10 Upon information and belief, Plaintiff Nicole Limon drove the front of her vehicle into
11 the right rear of the trailer attached to Defendants’ tractor at highway speed. Defendant Ryder
12 reserves the right to supplement this Answer as discovery is ongoing.

13 **INTERROGATORY NO. 4:**

14 State what hiring policies and procedures of company drivers, if any, were implemented
15 and utilized during the time that the Driver was hired by RYDER TRUCK RENTAL, INC. If
16 these policies and procedures have changes in any way since the hiring of the Driver, please
17 explain these changes as well.

18 **ANSWER TO INTERROGATORY NO. 4:**

19 Objection. Interrogatory No. 4 assumes facts not in evidence. Defendant Stephens was
20 not an employee of Defendant Ryder on the date of the subject incident.

21 **INTERROGATORY NO. 5:**

22 List all procedures to be followed by RYDER TRUCK RENTAL, INC. employees
23 following an automobile crash that occurs when the employee is in the course and scope of
24 employment.

1 **ANSWER TO INTERROGATORY NO. 5:**

2 Objection. Interrogatory No. 5 assumes facts not in evidence. Defendant Stephens was
3 not an employee of Defendant Ryder on the date of the subject incident.

4 **INTERROGATORY NO. 6:**

5 List the names and job titles of all company employees who investigated the subject
6 crash, had knowledge of the subject crash, or spoke to the Driver regarding the subject crash,
7 along with the results of any investigations.

8 **ANSWER TO INTERROGATORY NO. 6:**

9 Objection. Interrogatory No. 6 potentially seeks information protected by the attorney-
10 client privilege and work product doctrine. Subject to and without waiving said objections,
11 Defendant Ryder did not speak with Defendant Tony Stephens following the subject incident.
12 Defendant Ryder reserves the right to supplement this Answer as discovery is ongoing.

13 **INTERROGATORY NO. 7:**

14 State whether the Driver was involved in any previous crashes in the course and scope of
15 employment for RYDER TRUCK RENTAL, INC. If your answer is in the affirmative, specify
16 the date, location, parties, description of the crash, and ultimate resolution of that crash.

17 **ANSWER TO INTERROGATORY NO. 7:**

18 Objection. Interrogatory No. 7 assumes facts not in evidence. Defendant Stephens was
19 not an employee of Defendant Ryder on the date of the subject incident and Ryder has no
20 knowledge regarding "previous crashes in the course and scope of employment."

21 **INTERROGATORY NO. 8:**

22 If Defendant RYDER TRUCK RENTAL, INC. conducted any type of post-crash
23 investigation related to this crash, describe in detail the investigation and all results of that
24 investigation, to include the names of any and all documents generated as a result of the crash.

1 **ANSWER TO INTERROGATORY NO. 8:**

2 Objection. Interrogatory No. 8 is vague and ambiguous as to “investigation,” is not
3 limited in time, and seeks identification of “any and all documents generated as a result of the
4 crash.” Subject to and without waiving said objections, please see redacted Claims File and
5 associated Privilege Log, attached as Exhibits C and D to Defendant Ryder Truck Rental, Inc.’s
6 Responses to Plaintiff’s Requests for Production of Documents, served concurrently herewith.
7 Defendant Ryder reserves the right to supplement this Answer as discovery is ongoing.

8 **INTERROGATORY NO. 9:**

9 For each policy of insurance that provides coverage to Defendant RYDER TRUCK
10 RENTAL, INC. for its potential liability to Plaintiff in this case, state the name of the insurance
11 company, the amount of liability coverage, the policy number, the effective dates of coverage,
12 and the name of the insured. Alternatively, if Defendant RYDER TRUCK RENTAL, INC. is
13 self-insured, provide this information.

14 **ANSWER TO INTERROGATORY NO. 9:**

15 See Exhibit A to Defendants’ First Supplemental Early Case Conference Disclosures.

16 **INTERROGATORY NO. 10:**

17 State the full name, including any and all names used, his or her social security number,
18 his or her last known address and telephone number of the Driver of Defendant RYDER TRUCK
19 RENTAL, INC. vehicle on July 19, 2017, which was involved in the incident that is the subject
20 of this Complaint.

21 **ANSWER TO INTERROGATORY NO. 10:**

22 Defendant Stephens was not an employee of Defendant Ryder and Ryder does not have
23 possession, custody, or control of information responsive to this Interrogatory.

24 . . .

1 **INTERROGATORY NO. 11:**

2 Identify all steps Defendant RYDER TRUCK RENTAL, INC. took to verify the Driver
3 was fit for employment when hired.

4 **ANSWER TO INTERROGATORY NO. 11:**

5 Objection. Interrogatory No. 11 assumes facts not in evidence. Subject to and without
6 waiving said objection, Defendant Tony Stephens was not employed by Ryder Truck Rental, Inc.
7 at the time of the subject incident.

8 **INTERROGATORY NO. 12:**

9 Identify all steps Defendant all steps Defendant RYDER TRUCK RENTAL, INC. took to
10 verify the Driver was fit to operate a vehicle at the time of the crash.

11 **ANSWER TO INTERROGATORY NO. 12:**

12 Objection. Interrogatory No. 12 assumes facts not in evidence. Defendant Ryder did not
13 employ Defendant Tony Stephens.

14 **INTERROGATORY NO. 13:**

15 Are you aware of the existence of any maps, motion pictures, photographs, plats,
16 drawings, diagrams, measurements, or other written description of the crash, the scene of the
17 crash, or the area or persons involved? (This Interrogatory refers to any maps, diagrams, pictures,
18 etc., made either before, after, or at the time of the events in question.) If so, list for each such
19 item:

- 20 a. Its nature;
- 21 b. Its specific subject matter;
- 22 c. The date it was made or taken;
- 23 d. The name and address of the person making or taking it;
- 24 e. The name and address of the person at whose request such item was made or taken;

1 f. The present location of said item and any copies thereof.

2 **ANSWER TO INTERROGATORY NO. 13:**

3 Objection. Interrogatory No. 13 is overly broad and unduly burdensome as it potentially
4 seeks information protected by the attorney-client privilege and work product doctrine. This
5 Interrogatory is also compound. Subject to and without waiving said objections, see Traffic
6 Accident Report, attached as Exhibit A to Defendants' Early Case Conference Disclosure, and
7 Nevada Highway Patrol Documents, attached as Exhibit F to Defendants' First Supplemental
8 Early Case Conference Disclosure. See also Plaintiff's Complaint, Joint Case Conference Report
9 and supplements thereto, and Petition for Exemption from Arbitration on file herein, Plaintiff's
10 Answers to Defendant's Interrogatories (Sept 5, 2019), and Plaintiff's Responses to Defendant's
11 Requests for Production of Documents (Sept. 5, 2019). Defendant reserves the right to
12 supplement this Answer as discovery is ongoing.

13 **INTERROGATORY NO. 14:**

14 Please describe, in detail, the damage sustained by the Defendant's vehicle as a direct
15 result of the crash, which is the subject of Plaintiff's Complaint on file herein.

16 **ANSWER TO INTERROGATORY NO. 14:**

17 The subject trailer sustained two blown tires on the right side of axle #1. Defendant
18 Ryder reserves the right to supplement this Answer as discovery is ongoing.

19 **INTERROGATORY NO. 15:**

20 Is the Driver still an employee of Defendant RYDER TRUCK RENTAL, INC.? If not,
21 identify the date of his separation of employment and the reason for that separation of
22 employment.

23 **ANSWER TO INTERROGATORY NO. 15:**

24 Objection. Interrogatory No. 15 assumes facts not in evidence. Defendant Tony Stephens

1 was not employed by Ryder Truck Rental, Inc. on the date of the subject incident.

2 **INTERROGATORY NO. 16:**

3 Was the Driver tested for drugs or alcohol following the crash? If so, identify the date of
4 the test, the time of the test, the items tested for, and the results. If not, identify why not.

5 **ANSWER TO INTERROGATORY NO. 16:**

6 Objection. Interrogatory No. 16 seeks information outside the scope of knowledge of this
7 answering Defendant. Defendant Tony Stephens was not employed by Ryder Truck Rental, Inc.
8 at the time of the subject incident.

9 **INTERROGATORY NO. 17:**

10 If it is your contention that Plaintiff had a previous existing condition at the time of the
11 subject crash, state:

- 12 a. Each and every witness who you claim has factual knowledge of any previous
13 existing condition of Plaintiff;
14 b. Each and every document and/or medical record you had in your possession which
15 proves the Plaintiff suffers from a previous existing condition.

16 **ANSWER TO INTERROGATORY NO. 17:**

17 Objection. Interrogatory No. 17 is overly broad and unduly burdensome as it calls for
18 information beyond the personal knowledge of Ryder and calls for a legal and medical
19 conclusion.

20 **INTERROGATORY NO. 18:**

21 If your answer to any of the Requests for Admission served concurrently herewith is a
22 denial, please state the factual basis for such denial.

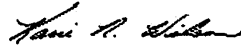
23 **ANSWER TO INTERROGATORY NO. 18:**

24 Objection. Interrogatory No. 18 is compound as it seeks information regarding Ryder's

1 Responses to six separate Requests for Admission. This Interrogatory is also premature as it calls
2 for contentions from Defendant when discovery has not been substantially completed. Facts
3 supporting Defendant Ryder's Responses to Plaintiff's Requests for Admission will be provided
4 within disclosed subpoenaed documents, deposition testimony, and Defendant's discovery
5 responses and disclosures. Defendant Ryder reserves the right to supplement this Answer as
6 discovery continues.

7 Dated this 1st day of November, 2019.

8 ALVERSON TAYLOR & SANDERS

9 

10 J. BRUCE ALVERSON, ESQ.
11 Nevada Bar No. 1339
12 KARIE N. WILSON, ESQ.
13 Nevada Bar No. 7957
14 6605 Grand Montecito Pkwy, Ste. 200
15 Las Vegas, NV 89149
16 702-384-7000 Phone
17 702-385-7000 Fax
18 Attorneys for Defendant
19 Ryder Truck Rental, Inc.
20
21
22
23
24

ALVERSON TAYLOR & SANDERS
LAWYERS
6605 GRAND MONTECITO PKWY STE 200
LAS VEGAS, NV 89149
(702) 384-7000

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 1st day of November, 2019, the forgoing
DEFENDANT RYDER TRUCK RENTAL, INC.'S ANSWERS TO PLAINTIFF'S
INTERROGATORIES was served on the following by Electronic Service to All parties on the
Odyssey Service List.

Joshua L. Benson, Esq.
josh@bensonallred.com
BENSON ALLRED
6250 N. Durango Drive
Las Vegas, NV 89148
702-820-0000 Phone
702-820-1111 Fax
Attorney for Plaintiff


Employee of ALVERSON TAYLOR & SANDERS

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