

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 08:31 a.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. _____
District Court Case No. _____
A-19-794326-C

PETITIONER'S APPENDIX VOLUME 3 of 5

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Petitioner's Appendix Volume 1

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Petitioner's Appendix Volume 3

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Exhibit J	Nevada Highway Patrol Traffic Crash Report – Dated July 19, 2021	121-136
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EXHIBIT F

1 **ECCP**

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DISTRICT COURT
CLARK COUNTY, NEVADA

NICOLE LIMON, individually,
Plaintiff,

Case No. A-19-794326-C

Dept. No. 27

v.

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

Defendants.

PLAINTIFF'S NINTH SUPPLEMENTAL LIST OF WITNESSES AND DOCUMENTS
PURSUANT TO NRCP 16.1

Plaintiff NICOLE LIMON, by and through her counsel of record, Joshua L. Benson, Esq., of the law offices of BENSON ALLRED, PLLC, hereby submits this **supplemental** list of witnesses and documents pursuant to NRCP 16.1.

All supplemental information appears in bold typeface.

WITNESSES

1. NICOLE LIMON
c/o Joshua L. Benson, Esq.
BENSON ALLRED, PLLC
6250 N. Durango Dr.
Las Vegas, Nevada 89149

NICOLE LIMON is the Plaintiff in this action and is expected to testify as to her knowledge of the facts and circumstances surrounding the incident that occurred on July 19, 2017, her injuries and treatment and other matters pertinent hereto.

...

1 2. TONY STEPHENS
2 c/o Karie N. Wilson
3 ALVERSON TAYLOR & SANDERS
4 6605 Grand Montecito Pkwy., Suite 200
5 Las Vegas, Nevada 89149

6 TONY STEPHENS is the Defendant in this action and is expected to testify as to his
7 knowledge of the facts and circumstances surrounding the incident that occurred on July 19, 2017.

8 3. Person Most Knowledgeable for
9 RYDER TRUCK RENTAL, INC.
10 c/o Karie N. Wilson, Esq.
11 ALVERSON TAYLOR & SANDERS
12 6605 Grand Montecito Pkwy., Suite 200
13 Las Vegas, Nevada 89149

14 The Person Most Knowledgeable for RYDER TRUCK RENTAL, INC., is the Defendant in
15 this action and is expected to testify as to his or her knowledge of the facts and circumstances
16 surrounding the incident that occurred on July 19, 2017.

17 4. Person Most Knowledgeable for
18 LOAD 1 TRUCKING LLC
19 c/o Karie N. Wilson, Esq.
20 ALVERSON TAYLOR & SANDERS
21 6605 Grand Montecito Pkwy., Suite 200
22 Las Vegas, Nevada 89149

23 The Person Most Knowledgeable for LOAD 1 TRUCKING LLC, is the Defendant in this
24 action and is expected to testify as to his or her knowledge of the facts and circumstances
25 surrounding the incident that occurred on July 19, 2017.

26 5. Officer Truscello, Badge No. H6537
27 c/o Nevada Highway Patrol
28 4615 W. Sunset Rd.
 Las Vegas, Nevada 89118

 Officer Truscello is expected to testify as to his or her investigation of the facts and
circumstances surrounding the collision that occurred on July 19, 2017.

 6. Raymond Limon
2248 Paseo Del Rey St.
Needles, California 92363

Raymond Limon is the Plaintiff's husband and is expected to testify as to his knowledge of
the facts and circumstances surrounding the incident that occurred on July 19, 2017, including but
not limited to his knowledge of the Plaintiff's physical condition before the subject accident, her
injuries sustained as a result of the accident and her physical, mental and emotional condition before

1 the accident. Mr. Limon is also expected to testify as to his knowledge of the Plaintiff's physical,
2 mental, and emotional condition after the accident.

3 7. Demi Rae Limon
4 2248 Paseo Del Rey St.
5 Needles, California 92363
6 (760) 927-5828

7 Demi Rae Limon is the Plaintiff's daughter and is expected to testify as to her knowledge of
8 the facts and circumstances surrounding the incident that occurred on July 19, 2017, including but
9 not limited to her knowledge of the Plaintiff's physical condition before the subject accident, her
10 injuries sustained as a result of the accident and her physical, mental and emotional condition before
11 the accident. Demi is also expected to testify as to her knowledge of the Plaintiff's physical, mental,
12 and emotional condition after the accident.

13 8. Valentina Limon
14 2248 Paseo Del Rey St.
15 Needles, California 92363
16 (760) 927-5855

17 Valentina Limon is the Plaintiff's daughter and is expected to testify as to her knowledge of
18 the facts and circumstances surrounding the incident that occurred on July 19, 2017, including but
19 not limited to her knowledge of the Plaintiff's physical condition before the subject accident, her
20 injuries sustained as a result of the accident and her physical, mental and emotional condition before
21 the accident. Valentina is also expected to testify as to her knowledge of the Plaintiff's physical,
22 mental, and emotional condition after the accident.

23 9. Te' Giulianna Limon
24 2248 Paseo Del Rey St.
25 Needles, California 92363

26 Te' Giulianna is the Plaintiff's daughter and is expected to testify as to her knowledge of the
27 facts and circumstances surrounding the incident that occurred on July 19, 2017, including but not
28 limited to her knowledge of the Plaintiff's physical condition before the subject accident, her
injuries sustained as a result of the accident and her physical, mental and emotional condition before
the accident. Valentina is also expected to testify as to her knowledge of the Plaintiff's physical,
mental, and emotional condition after the accident.

1 10. Bernadette Diaz
2 1901 Luna Vista
3 Needles, California 92363
4 (760) 326-0093

5 Bernadette Diaz is the Plaintiff's mother and is expected to testify as to her knowledge of the
6 facts and circumstances surrounding the incident that occurred on July 19, 2017, including but not
7 limited to her knowledge of the Plaintiff's physical condition before the subject accident, her
8 injuries sustained as a result of the accident and her physical, mental and emotional condition before
9 the accident. Ms. Diaz is also expected to testify as to her knowledge of the Plaintiff's physical,
10 mental, and emotional condition after the accident.

11 11. Alex Giacomani, EMT, and/or
12 Person Most Knowledgeable and/or
13 Custodian of Records for
14 American Medical Response
15 50 S. Main St., Suite 401
16 Akron, Ohio 44308

17 12. James Hayes, M.D., and/or
18 Person Most Knowledgeable and/or
19 Custodian of Records for
20 Tempe Emergency Physicians
21 861 SW 78th Ave., Suite 101B
22 Plantation, Florida 33324

23 13. James Hayes, M.D., and/or
24 Warren Mays, M.D., and/or
25 Person Most Knowledgeable and/or
26 Custodian of Records for
27 Western Arizona Regional Medical Center
28 2735 Silver Creek Rd.
 Bullhead City, Arizona 86442

 14. Warren L. Mays, M.D, and/or
 Person Most Knowledgeable and/or
 Custodian of Records for
 Mohave Desert Radiology, PLC
 P.O. Box 579
 Cottonwood, Arizona 86326

 15. Jeffrey H. Miller, M.D., and/or
 Muhhammad Nayer, M.D., and/or
 Person Most Knowledgeable and/or
 Custodian of Records for
 Valley View Medical Center
 5330 S. Hwy. 95
 Fort Mohave, Arizona 86426

- 1 16. Autumn Monteiro, D.C., and/or
2 Person Most Knowledgeable and/or
3 Custodian of Records for
4 Back On Track Upper Cervical Center
5 6090 S. Fort Apache Rd., Suite 100
6 Las Vegas, Nevada 89148
- 7 17. M.A. Nayer, M.D., and/or
8 Temple Gupta, PAC, and/or
9 Person Most Knowledgeable and/or
10 Custodian of Records for
11 Tri State Neurological & Sleep
12 3015 Hwy. 95
13 Bullhead City, Arizona 86442
- 14 18. Bea Montgomery, P.T., and/or
15 Person Most Knowledgeable and/or
16 Custodian of Records for
17 Bullhead Physical Therapy Center, LLC
18 2755 Silver Creek Rd., Suite 133
19 Bullhead City, Arizona 86442
- 20 19. Javier F. Cardenas, M.D., and/or
21 Person Most Knowledgeable and/or
22 Custodian of Records for
23 Barrow Concussion & Brain Injury Center
24 222 W. Thomas Rd., Suite 304
25 Phoenix, Arizona 85013
- 26 20. Carol V. Anderson, Ph.D.
27 3729 Woodking Dr., Suite 1
28 Idaho Falls, Idaho 83404

29 The above-listed witnesses (11-20) are expected to testify as to the cause, nature, and extent
30 of Plaintiff NICOLE LIMON's injuries, the reasonableness and necessity of medical treatment, the
31 reasonableness of the cost of Plaintiff's treatment, the likelihood for future treatment, if any, and
32 cost of said treatment, and any permanent disability Plaintiff is likely to suffer as a result of his
33 injuries. These witnesses will also testify regarding the nature and extent of Plaintiff's permanent
34 injuries and the restrictions these permanent injuries place on Plaintiff's daily life.

35 Plaintiff hereby designates his treating physicians in this case as expert witnesses insofar as
36 they will provide opinion testimony regarding the cause, nature and extent of Plaintiff's injuries,
37 that Plaintiff's medical treatment was reasonable and necessary, that Plaintiff's medical treatment
38 was necessitated by the subject incident, that Plaintiff's injuries were caused by the subject incident,
39 that the cost of Plaintiff's medical treatment was usual and customary for the community, the

likelihood Plaintiff will require future treatment, the cost of any future treatment, and the permanent disability Plaintiff has suffered and will suffer in the future as a result of their injuries sustained in the subject-incident.

The treating physician(s) will also testify regarding any expert reports put forth by the Defendant that in any way discuss, relate to, support or contradict the treating physicians' opinions regarding causation, diagnosis, the reasonableness and necessity of treatment, charges for the medical treatment rendered and the reasonableness and necessity of future treatment. Plaintiff has previously disclosed the names of his treating doctors and their respective records and reports and incorporates said production herein by reference.

NRCP 16.1(A)(1)(C) COMPUTATION OF DAMAGES

NRCP 16.1(a)(1)(C) states in pertinent part as follows:

"A computation of any category of damages claimed by the disclosing party, making available for inspection and copying under Rule 34 the documents or other evidentiary matter, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered."

Plaintiff NICOLE LIMON's total special damages to date are **\$51,305.53** - discovery is continuing. Plaintiff's general damages are in an amount in excess of \$15,000 and will be determined at trial.

NICOLE LIMON'S DOCUMENTS

1.	Medical Bill and Records from American Medical Response, dated 07/19/17; Bates Stamped GJL 1 – GJL 4	\$1,748.31
2.	Medical Bills from Tempe Emergency Physicians, dated 07/19/17; Bates Stamped GJL 5 – GJL 6	\$1,916.00
3.	Medical Bill and Records from Western Arizona Regional Medical Center, dated 07/19/17; Bates Stamped GJL 7 – GJL 23	\$16,211.91
4.	Medical Bill from Mohave Desert Radiology, PLC, dated 07/19/17; Bates Stamped GJL 24	\$431.02
5.	Medical Bills and Records from Valley View Medical Center, dated 07/25/17 – 05/10/18; Bates Stamped GJL 25 – GJL 34	\$25,336.29
6.	Medical Bills and Records Back on Track Upper Cervical Care, dated 08/03/17 – 02/02/18; Bates Stamped GJL 35 – GJL 46	\$1,315.00
7.	Medical Bills and Records from Tri State Neurological & Sleep, dated 03/10/18 – 10/05/18; Bates Stamped GJL 47 – GJL 66 Medical Bills and Records, dated 10/05/18 – 07/01/19; Bates Stamped GJL 199 – GJL 203 [1 st Supplement]	\$2,436.00

8.	Medical Bill and Records from Bullhead Physical Therapy Center, LLC, dated 11/07/18 – 11/08/18; Bates Stamped GJL 204 – GJL 216 [1 st Supplement]	\$300.00
10.	Declaration of Custodian of Records, Medical Records from Barrow Concussion & Brain Injury Center, dated 10/03/19; Bates Stamped GJL 227 – GJL 267 [3 rd Supplement] Medical Bills, dated 10/03/19 – 02/17/20; Bates Stamped BA 001 – BA 002 [4 th Supplement] Medical Records, dated 02/17/20; Bates Stamped BA 003 – BA 013 [5 th Supplement]	\$1,611.00
	TOTAL MEDICAL DAMAGES TO DATE	\$51,305.53
11.	State of Nevada Traffic Crash Report, Crash No. NHP170701840; Bates Stamped GJL 67 – GJL 74	
12.	Color photographs of crash scene, taken by Nevada Highway Patrol; Bates Stamped GJL 75 – GJL 102	
13.	Additional color photographs of crash scene; Bates Stamped GJL 103 – GJL 111	
14.	Color photographs of Plaintiff's injuries; Bates Stamped GJL 112 – GJL 121	
15.	Nevada Driver's Handbook; Bates Stamped GJL 122 – GJL 198	
16.	Plaintiff's W-2's for 2016 and 2017; Bates Stamped GJL 217 – GJL 218 [2 nd Supplement]	
17.	Letter dated June 5, 2019, from Sedgwick to Plaintiff re: approval of personal leave of absence Bates Stamped GJL 219 – GJL 221 [2 nd Supplement]	
18.	Letter dated June 5, 2019, from Sedgwick to Plaintiff re: approval of continuous leave; Bates Stamped GJL 222 – GJL 225 [2 nd Supplement]	
19.	Plaintiff's paycheck stub dated 07/21/17; Bates Stamped GJL 226 [2 nd Supplement]	
20.	Neuropsychological Evaluation Report prepared by Carol V. Anderson, Ph.D., dated 09/25/20; Bates Stamped BA 014 – BA 031	
21.	Curriculum Vitae, Testimony List, Fee Schedule, and W-9 of Carol V. Anderson, Ph.D.; Bates Stamped BA 032 – BA 041	
22.	Documents produced by Carol V. Anderson, Ph.D., related to Plaintiff's Neuropsychological Evaluation; Bates Stamped BA 042 – BA 067	
23.	Amended Neuropsychological Evaluation Report prepared by Carol V. Anderson, Ph.D.; Bates Stamped BA 068 – BA 085	

WAGE LOSS

At the time of the subject crash, Plaintiff was employed at Sunrise Hospital, as a nurse, working 36 hours per week, earning \$42.63 per hour. Due to Plaintiff's injuries, Plaintiff lost wages as follows:

\$42.63 per hour x 36 hours per week = \$1,534.68 per week

\$1,534.68 per week x 9 weeks missed = \$13,812.12 lost wages

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X-RAYS, FILMS AND DIAGNOSTIC STUDIES

Plaintiff is aware of the following x-rays, films and diagnostic studies:

1. Mohave Desert Radiology.

Copies of same may be obtained directly from the provider(s) at Defendant's expense.

DEMONSTRATIVE EXHIBITS

Plaintiff may offer at trial certain exhibits for demonstrative purposes, including but not limited to the following.

1. Power point images, blowups and transparencies of exhibits.
2. Models of various parts of the human body.
3. Diagrams, drawings, pictures, photos, film, video, DVD and CD ROM of various parts of the human body, diagnostic tests and surgical procedures.
4. Exemplars, models, or pictures of the surgical hardware/implantation devices used, or expected to be used in the care and treatment of Plaintiff.
5. Power point images, drawings, diagrams, animations, story boards of the incident, the location of the incident.
6. Power point images and blowups of deposition transcripts, discovery responses, and jury instructions.
7. Maps, diagrams or models of the scene of the incident that is the subject of this litigation.

Plaintiff reserves the right to utilize any and all responses to Interrogatories, Requests for Production and Requests for Admissions from Defendants.

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1 Plaintiff reserves the right to supplement this list of witnesses and documents as information
2 becomes available. Plaintiff further reserves the right to utilize any documents or witnesses
3 produced by any party in this litigation.

4 BENSON ALLRED, PLLC

5
6 By: /s/ Joshua Benson
Joshua L. Benson, Esq.
7 Nevada Bar No. 10514
6250 N. Durango Dr.
8 Las Vegas, Nevada 89149
(702) 820-0000
9 Attorneys for Plaintiff
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CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(a), E.D.C.R. 7.26(a) and N.E.F.C.R. 9, I hereby certify that I am an employee of BENSON ALLRED, PLLC, and on the 31st day of March, 2021 the foregoing **PLAINTIFF’S NINTH SUPPLEMENTAL LIST OF WITNESSES AND DOCUMENTS PURSUANT TO N.R.C.P. 16.1** was served by electronic copy via the Eighth Judicial Court’s Odyssey E-File and Serve system, to all parties registered.

/s/ Teresa Regalado
An Employee of BENSON ALLRED, PLLC

CAROL V. ANDERSON^{Ph.D.™}

Information is Power[™]

Board-Certified Clinical Neuropsychology

3729 Woodking Dr. Suite 1 | Idaho Falls, ID 83404 | Phone: (208) 522-3404 | FAX: (208) 524-1093

NEUROPSYCHOLOGICAL EVALUATION REPORT - AMENDED

CLIENT NAME: Nicole Limon
DATE OF INJURY: 7/19/17
ASSESSMENT DATE: 9/8/20; 9/9/20
REPORT DATE: 9/25/20

AGE: 47
HAND: Right
DATE OF BIRTH: 7/27/73
SEX: Female

REASON FOR EVALUATION:

Mrs. Nicole Limon was referred for neuropsychological evaluation secondary to a motor vehicle accident on 7/19/17. Since the time of the accident, Mrs. Limon has reportedly experienced impairments in physical, cognitive, and emotional functioning. The current assessment is being requested to evaluate the nature and extent of reported persistent problems, to offer diagnostic impressions, and to make appropriate recommendations.

ACCIDENT INFORMATION:

Mrs. Limon reports: "I was on my way to work when a semi-truck made a left turn in front of me. I was going 65 and there's no stop signs and no traffic lights. I slammed on my brakes. I just remember the white side of the semi and then next thing I knew I heard these loud popping sounds. That's all I remember. I don't remember hearing a crash or screech." When asked about loss/alteration of consciousness, Mrs. Limon reports, "After those loud popping sounds, I just remember just sitting in my vehicle and it was just silent. I opened my eyes and everything was just still. There was a powder or a dust in the air. That's all I remember." She continues, "From what my husband says, I guess there was a bystander that called 911. I was transported by ambulance. There are just blank spots. I remember being in the ambulance and traveling on the road, but I just don't know how I got onto the stretcher or how I got into the ambulance. It's just blank. I went to Western Arizona Regional. When I was there in the ER, I remember bits and pieces. My husband was sitting there. There was a police officer, but I don't remember conversing with him. My husband said I did a CAT scan (she doesn't remember). We came home that evening. I don't remember the ride home. The first couple of weeks, I couldn't remember anything. I kept repeating myself. My husband made an appointment with a family practice doctor. I went to him once or twice a week. I couldn't keep my balance. I kept repeating myself over and over and over. I don't remember. And I was really dizzy. One thing that really scared me was that I guess I gave a lot of stuff to my sister when she was there. Within several months, I asked her. She says I gave her half of my closet and I don't remember it."

Mrs. Limon reports seeing a neurologist: "I was having horrible migraines. I had horrible neck pain. They sent me for an MRI. They gave me a prescription for tirazadine...I saw that neurologist for maybe a year. They referred me to Dr. Cardenas."

Other evaluation/treatment history includes seeing an upper cervical care doctor and Physical Therapist for neck pain. Mrs. Limon was then referred to a psychiatrist. She has not yet gone to the psychiatrist and denies any Occupational Therapy or Speech-Language Therapy (cognitive rehabilitation).

RECORDS REVIEWED:

State of Nevada Traffic Crash Report (7/19/20): Includes accident details.

Photographs of the Scene

Photographs of Injuries

W-2 Records (2016; 2017)

Leave of Absence Letters: Approval for 6/1/18-9/15/18

Paycheck Stub (7/21/17)

Plaintiff's Answers to Defendant's Interrogatories (9/5/19): Reviewed; not summarized.

Medic West Ambulance, Clark AMR, Patient Care Report (7/19/17). Narrative: "Pt is the restrained driver of a full size SUV involved in a rear end collision with a semi truck...Pt states after impact she never lost consciousness remember before and after (sic)...positive airbag deployment frontal and bilateral airbags deployed...complaint (sic) of bilateral shoulder pain more pain to left shoulder 8-10 radiating to neck. 3-10 throbbing headache. Pt had a half size golf ball hematoma to left upper head, abrasion to right forearm and lower and...no other complaints upon physical assessment...Pt care transferred to hospital for further evaluation." GCS (5:55:00; 6:14:00) = 15.

Tempe Emergency Physicians, Ledgers (7/24/17)

Western Arizona Regional Medical Center (7/19/17): Diagnosis: Acute post-traumatic headache, non intractable; strain of muscle, fascia and tendon at neck level. ROS: Positive for headache; negative for loss of consciousness. CT Head: No fracture. No hemorrhage and XR Shoulder (no fracture) were completed.

Mohave Desert Radiology, Billing Records (7/19/20)

Valley View Medical Center (7/25/27): MRI Impression: Negative. No contrast CT brain: Negative. Spine reports are included.

Back on Track Upper Cervical Care (various dates): Billing records and SOAP notes reflect pain, dizziness, hypertonicity, headaches and "brain fog."

Tri State Neurological & Sleep, M.A. Nayer, M.D. (3/1/2018): Reasons for Appointment: Headache, neck pain, memory concern. Assessments: Concussion with loss of consciousness of unspecified duration, initial encounter. Headache. Cervicalgia. History of MVA. Neck pain. Numbness and

tingling in her upper extremities, probable entrapment neuropathy. Episodic jolt-like sensation in her legs, nonspecific.

Tri State Neurological & Sleep, Temple Gupta, PA-C (6/1/2018-7/1/19): Reasons for Appointment: Neck pain. HPI: "...She complaints (sic) of headache, on a scale of 0 to 10 at around 5/10 in intensity, without any associated nausea, vomiting, photophobia, sonophobia, or visual auras. She has complaints of also tingling in both of her wrists and hands. She has complaints of at times tingling in her legs, in which she described as jolts of legs specifically tending to happen off and on. States hands numb and tingling worst at night." Assessments: Cervicalgia. Carpal tunnel syndrome, bilateral upper limbs. 10/5/18: Follow-up for neck pain. Assessments: Cervicalgia. Headache. Lab results, EEG report, and EMG reports are included. EEG was normal. EMG Dr. Nayer Impressions: "...evidence of a mild bilateral carpal tunnel syndrome (median nerve entrapment at wrist) affecting sensory components." 7/1/19: Seen for HA, neck pain, and memory. "...Husband still bothered by her memory leaving stove on burnign (sic) food while cooking gettign (sic). States getting progressively worst (sic) without fever or chills." Assessments: Cervicalgia. Headache. Retrograde amnesia.

Bullhead Physical Therapy Center (11/7/18-1/20/19): Evaluation and treatment notes.

Barrow Neurological Institute, Javier F. Cardenas, M.D. (10/3/19): Chief Complaint: Thinking problems. HPI: "...concerns for headaches, dizziness, neck pain, nightmares, jerking movements of her arms and legs at night, vision changes, mood changes, and thinking problems. Specifically she describes the headaches as a sharp sensation. There is photophobia, phonophobia, nausea but no vomiting. Headaches occur every other day...the dizziness is described as a spinning...change in vision at night. She sees a halo. She has pain at the base of her skull. She has weakness, numbness and tingling in her arms and legs. Nicole reports trouble with short term memory and word finding. She has to write things down all the time. Her mood has been irritable and she has nightmares about the accident. Overall, feels that she is getting better since the injury, but still feels tired. Her husband reports trouble with thinking and memory. On July 19, 2017, Nicole was in a motor vehicle crash. Her last memory is seeing the white of the semi truck and hearing a popping. Her next memory is waking up in the Tahoe. She then remembers being on a stretcher. She was confused at the time." Assessment/Plan: "Memory deficit. Headache. Dizziness. Jerking movements of extremities. Nightmares. Word finding difficulty. Vision changes. Neck pain. Numbness in both hands. Weakness. Late effect of traumatic injury to brain." Neuropsychological testing was recommended.

RELEVANT BACKGROUND HISTORY:

Developmental, Academic, and Employment History

Mrs. Limon was born in Parker Arizona and raised in Needles California by her biological parents. She is the second of nine children (4 brothers; 4 sisters). Mom and Dad are retired now.

Mrs. Limon's mother, Mrs. Bernadette Diaz, reports no history of problems with the pregnancy, labor, or delivery, and Nicole was born healthy and full-term (hospital birth). Further, Mrs. Diaz reports no delays in motor or language development ("she talked early"). Mrs. Limon describes her early personality as: "I was in sports. I hung out mostly with the boys. I was a tomboy growing up; super active." Mrs. Limon describes her childhood as follows: "I went to school, but I was at home a lot helping with the kids. I was like a mini adult even though I was a teenager." No behavioral problems

are reported. She reports no history of physical, sexual, emotional, or verbal abuse. Further, she and her mother, Mrs. Diaz reports no known family neurological or mental health history.

Academically Mrs. Limon “did OK”...earned Bs and Cs. Her high school GPA was “3.something or other.” Mrs. Limon’s best subject was “probably math,” and worst/hardest subject was “probably history.” Following high school graduation, she attended Community College/Technical School. Mrs. Limon also reports having on-the-job training in accounting. She then did accounting work at a utility company. Mrs. Limon also completed nursing school (4-5 Associates degrees; “some work” on her Bachelor’s degree). Since the accident, Mrs. Limon has reportedly tried to “do school work,” and would write thoughts over and over. “I struggled. But, I was struggling. It was frustrating. I was on the Dean’s List for the nursing program.” She adds, “I got straight As before the accident.” However, she discontinued academic pursuits “after one class, plus one partial class.” She estimates that she has “maybe 12-18 months” left to qualify for her B.S. degree.

Employment history includes working as a nurse since 2009. Mrs. Limon currently works as a nurse doing “pre-op and recovery” for pediatrics and adults. She also worked as a surgical technologist (part-time during nursing school; 2-3 years). Mrs. Limon denies any history of Social Security Disability. Following the accident, she was “out of work for almost 3 months because of horrible dizziness. My speech was really bad. Sometimes, the words still don’t come out right. Some of the things I say, I just slur.”

Medical History

Mrs. Limon reports no major childhood illnesses or injuries. “I was super active and healthy. I used to run a lot. I can’t run anymore because it kills my neck and spine.” She reports no history of seizures, fainting, encephalitis/meningitis, thyroid problems, sleep apnea, diabetes, insulin resistance, hypertension, or cardiac problems. No pre-injury chronic adult illnesses are reported. However, Mrs. Limon reportedly experiences frequent (post-injury) headaches: “Some days are more severe. I get this major neck pain. It feels like my neck is in a grip – pain up to my head. Sometimes it will last 3 days. Sometimes I’ll get those neck spasms. I’m so afraid to take anything because of my job. Topirimate makes me pretty drowsy and out of sorts...but it eases up the jolting in my arms and legs at night.”

Mrs. Limon has undergone two EMGs. No hospitalizations or surgeries are reported, with the exception of C-section. Mrs. Limon has worn glasses or contact lenses since 2nd grade. She reports, “I need to go to the eye doctor...I see everything double...like halos (since the accident). I kind of blew it off, but it’s almost like a silhouette of something” (e.g. the moon; lights). No specific deficits related to hearing are reported. However, Mrs. Limon reports, “If it is quiet, I have this ringing in my ears. I leave the fan on at night and close the door...the noise will kind of drain out the noise.” In addition, she reports ongoing problems with dizziness and balance, and described a recent fall at work where she cut her (right) shin. Mrs. Limon has reportedly been referred to a “balance” doctor, but has not yet heard from them. She reports, “That (balance problems) have never eased up, ever since the accident.” No changes in smell or taste are reported. However, Mrs. Limon describes hypersensitivities to sound. She reports, “I snap at little things. I can’t control it. I was never like that. Even with my daughters, I snap. It’s like I’m agitated all the time. I feel so guilty. Even to drive in a car, I have to drive, if I don’t drive I just can’t handle it. I have to pass that darn accident scene. It’s nerve wracking.”

Mrs. Limon denies problems with frequent stomachaches but has frequent problems with nausea.

Sleep is described as “terrible. I used to be able to be out when I hit the bed. Now, I get that jolting. Where my joints and spine are. It’s like a severe pain. It’s mostly throughout the night.” Average sleep time (per night) is 4 hours. Appetite is described as: “OK” but Mrs. Limon has reportedly lost 10 pounds in the last 6 months. No problems with bowel control are reported. However, Mrs. Limon reports, “After accident, I’ve had a weak bladder.” She reports having allergy-induced asthma (diagnosed in her 20s).

Mental Health and Substance Abuse History

Mrs. Limon reports no pre-injury or post-injury mental health treatment. She admits, “I get down sometimes now. Which is not like me at all. Since the accident, I’ve segregated myself from my family. I can feel myself doing it, but it’s like I can’t control it.” She denies any history of purposeful self-injury, suicidal ideation, hallucinations, delusions, attentional deficits, or obsessive-compulsive features. Further, no history of Attention-Deficit/Hyperactivity Disorder (ADHD), Autism Spectrum Disorder, Specific Learning Disabilities or Special Education is reported.

Mrs. Limon reports no history of past or current recreational drug use. Alcohol consumption includes “maybe wine at Thanksgiving...I can’t really drink alcohol. I’m a lightweight.” Mrs. Limon reports no history of substance abuse, dependency, or treatment for addiction. She denies tobacco use. Caffeine consumption is typically a cup of coffee 3 times per week.

Other Psychosocial/Family History

Mrs. Limon has been married for 24 years and describes her marriage as follows: “We grew up on the same street. We were kind of like best friends.” The Limons married and have 3 girls (23, 20, 16... all live at home currently, since COVID-19). When asked about social support, Mrs. Limon reports, “My husband and I are really, really close and kind of private. We really don’t hang out with groups of people or anything like it.” When asked about hobbies and interests, she reports, “I used to like and run and exercise a lot. I haven’t ran since my accident. I just work, cook, and clean. I like to spend time with the family.”

Mrs. Limon denies any criminal history and has no military history.

COLLATERAL CONTACTS:

Mrs. Limon’s mother, Bernadette Diaz, reports: “After the accident, she was not quite herself. She had a lot of pain and she talked about a lot of problems with her neck and head. She has complained about that quite often, for the duration. She talks about her memory symptoms. I’ve noticed a difference. I just think she was a little bit forgetful – little lapses that seemed like she was a little bit different personality. She is a real go-getter. If she puts her mind to something, she’ll do it and get through it, no matter what...in terms of pain and everything. She’s a really strong-willed person. Even when she isn’t feeling good, she’ll push through. She’s always been a go-getter. I think it’s really hard for her, but she pushes through. She’s not the type of person to just sit back or go on disability or anything like that. She’s got a family to support and she’s going to do what she needs to do, regardless. She has mentioned that she doesn’t focus as well as she used to be able to. She loves her job and her family. She’s definitely a hustler.”

Mrs. Limon’s husband, Raymond, also provided collateral information. He reports, “A lot has changed since the accident. She still has a lot of head and neck pain. She can’t go on the off-road thing because

of her neck. At night, when she's sleeping, she does a lot of jolting in her sleep. The first few months, she would wake up crying or sobbing in her sleep (2-3 times per week). She says she kept dreaming about the impact of the truck. She was very physical before. She hasn't been able to get back into her running routine. Even around the house, she is slow to get up; slow to walk around. Some days are OK; some are not. She is easily frustrated. There have been a lot of changes in terms of driving. Now with everything going on, we really don't travel as much as a family because she has a really hard time driving in a vehicle. She would wake up gasping or sobbing. She was very critical of the driving, which would end up in an argument. We couldn't go anywhere. So she started driving, which was a little better but now that she drives, it's kind of a new norm. We kind of tolerate. It almost always ends up with her venting the whole way (e.g. about semi-trucks on the road). We aren't able to have the same kind of fun. It's a new norm."

In terms of cognitive changes, Mr. Limon describes memory problems: "The first few months were really bad. She takes a notepad around now. She will initiate the same conversation a few minutes later — like she doesn't recognize it. Our daughters would start crying because there was something wrong with their mother. I started pointing it out and she didn't have any idea that it was going on...which was kind of weird. If she's doing something in the household and has something else to do, she gets frustrated. She used to be good at multi-tasking. When she gets distracted, she's quick to be frustrated, which we have had to get used to in the house. She'll leave the sink running. We know she was in the kitchen so we'll go shut it off. She's left a burner on. Initially, she was putting things in the fridge — that has kind of tapered off. She does things she didn't normally do (e.g. leave the door open so German shepherd goes out)...She is overloaded or maybe distracted. We live in a town of about 6000 people. Everyone knows everyone. Our kids all go to school together...together for several years. The (community) kids would run up and give her hugs. She will say the wrong name and look startled when they come up and hug her. It was just unusual things. It was noticeable. Not every time; every person...but at events, sometimes she won't get names right. She leaves stuff on the nightstand of hotels when she's working. But, this birthday, we asked her what she wanted. She said she wanted some diamond earrings. She didn't recognize/remember that we had already given her diamond earrings (she lost them). She's not back to normal, and it's been a long time. At first it was very scary. I don't know if we've learned to get around it; adjust to it. She used to be very sharp... on the Dean's List. Now, with re-tests or re-certifications, she gets really stressed. She has to write a lot of notes... in a panic. It used to be no big thing."

CURRENT CONCERNS:

In addition to concerns previously reported in this report, Mrs. Limon adds, "I have a short fuse now, which I never had before. My daughters say I repeat things a lot and I don't even know it." Cognitively, "There's things that I forget, but it's not like the norm. Organization is out the window. I have a hard time. I notice right of the bat when I was home for those months, I couldn't remember the day-to-day stuff so I had to make lists. I still do that. Just simple little things. One day, I completely forgot that I was on-call. That was a huge biggie for me. I've never been written up for medications. I took out a medication and didn't waste morphine. That is not like me. There are things at work it's like I don't have control to remember. It's just like gone. Since the accident, I take extra time just to make sure I have lists and checks and balance. I don't have that quick mental process. It's not the way it used to be for me. I feel like I'm lagging compared how I used to be. I have to really focus and concentrate. It was just 2nd nature to me before. It's like there's a misfire somewhere. I just can't grasp

it. I draw a blank on days. I forget stuff. It's just gone. I sometimes feel helpless at work because I'm not the nurse I used to be."

BEHAVIORAL OBSERVATIONS:

Mrs. Limon arrived early to both evaluation appointments. She was casually dressed (hospital scrubs), well-groomed in presentation, and displayed good eye contact and stable affect (e.g. pleasant, curious, friendly). She responded to both visual and verbal stimuli with no apparent difficulty. No problems with attention/concentration, distractibility, impulsivity, or restlessness were noted. Speech was logical, coherent and understandable, and no difficulties were observed or measured for receptive language. However, Mrs. Limon was observed to be significantly perseverative (e.g. does repeat herself often) and tangential in conversation.

Good rapport was easily obtained. Processing speed was variable, depending on the task (average to high average). No impairments in gross motor skills were seen. Gait and balance were unremarkable. Mrs. Limon does exhibit mild difficulties/slowing in fine motor abilities. Further, Mrs. Limon complained of numbness in her right leg. She also described "floaters in (her) eyes...things shift. It's almost like there are shadows or cobwebs" (in her visual fields). She also tended to massage her right shoulder and to pinch her skin (biceps; neck).

VALIDITY/EFFORT:

Consideration of behavioral observations, results on performance/symptom validity testing, and internal (embedded) test measures of effort, suggests that Mrs. Limon was motivated and giving her best effort. Accordingly, these findings are deemed to be valid and reflective of her genuine functioning.

PROCEDURES/TESTS ADMINISTERED:

Clinical Interview
Collateral Interview (Mother)
Mini Mental Status Exam-2
Wechsler Abbreviated Scale of Intelligence Scale-II
Wechsler Adult Intelligence Scale-IV (select)
Wechsler Memory Test-IV
Wide Range Achievement Test-4(Word Reading)
California Verbal Learning Test-II
Repeatable Battery for the Assessment of Neuropsychological Status Update-Form B (selected)
Benton Visual Form Discrimination
Wisconsin Card Sorting Test
Conners' Continuous Performance Test-3
Grooved Pegboard Test
Strength of Grip Test
Finger Oscillation
Reitan-Indiana Aphasia Screening Test
Delis-Kaplan Executive Function System (selected)
Beck Depression Inventory-II

Beck Anxiety Inventory
 PC-PTSD-5
 Pain Disability Index
 Detailed Assessment of Posttraumatic Stress
 Minnesota Multiphasic Personality Inventory-2-RF
 Unspecified Performance Validity Tests

General Intellectual Status:

Wechsler Adult Intelligence Scale-IV Scores: (subtest mean = 10; standard deviation = 3)

Processing Speed Scales

Symbol Search	12
Coding	10

Wechsler Abbreviated Scale of Intelligence-II: (T-scores: mean = 50; standard deviation = 10)

Verbal Scales

Vocabulary	44
Similarities	47

Performance Scales

Block Design	43
Matrix Reasoning	42

WASI-II Index Scores: (mean = 100; standard deviation = 15)

Verbal IQ = 93 (32nd percentile)
 Performance IQ = 87 (19th percentile)
 Full Scale IQ = 89 (23rd percentile)

Academic Functioning:

Wide Range Achievement Test-4: (mean = 100; standard deviation = 15)

Word Reading = 106 (66th percentile; > 12.9 grade equivalent)

Executive Functioning/Attention/Concentration:

Repeatable Battery for the Assessment of Neuropsychological Status Update (Index mean=100; s.d.=15; Scaled Score mean = 10; s.d. = 3)

Attention Index = 112; 29th percentile
 Digit Span Scaled Score = 12
 Coding Scaled Score = 12

Conners' CPT3 (T-score mean = 50; s.d. = 10)

Inattentiveness

*Detectability = 54
 Omissions = 47
 Commissions = 52
 HRT = 51
 HRT SD = 58
 Variability = 43

Impulsivity*

HRT = 51
 Commissions = 52
 Perseverations = 73

Sustained Attention

HRT Block Change = 23

Vigilance

HRT ISI Change = 58

Wisconsin Card Sorting Test (Standard Score mean = 100; s.d. = 15; T mean = 50; s.d. = 10)

Categories Completed = 4

Perseverative Response = 29 (Standard Score = 78; T = 35; 7th percentile)

Perseverative Errors = 27 (Standard Score = 76; T = 34; 5th percentile)

Failure to Maintain Set = 3

Delis-Kaplan Executive Function System (mean = 10; standard deviation = 3)

Color- Word Interference

Color Naming 7
Word Reading 7
Inhibition 11
Inhibit/Switch 11

Verbal Fluency

Letter Fluency 7

Trail Making Test

Condition 1: 20 seconds; 0 errors; standard score = 11

Condition 2: 28 seconds; 0 errors; standard score = 11

Condition 3: 38 seconds; 0 errors; standard score = 9

Condition 4: 196 seconds; 3 errors; standard score = 1

Condition 5: 33 seconds; 0 errors; standard score = 10

Frontal Systems Behavior Scale (FrSBe) (T-score mean = 50; s.d. = 10)

Self Rating Form	Apathy	Disinhibition	Executive Dysfunction	Total
Before Illness/Injury	31	31	51	36
After Illness/Injury	125	123	112	132

Family Rating Form	Apathy	Disinhibition	Executive Dysfunction	Total
Before Illness/Injury	38	42	47	43
After Illness/Injury	80	84	86	88

Visual-Spatial Functioning:

Repeatable Battery for the Assessment of Neuropsychological Status Update (Index mean=100;

s.d.=15; Scaled Score mean = 10; s.d. = 3)

Line Orientation = 3rd-9th %ile

Benton Visual Form Discrimination Test

Raw Score = 31/32 (standardized mean = 29.9)

Hooper Visual Organization:

Raw score = 24

Corrected raw score = 23; T= 56

Rey Complex Figure Test

Copy: 21.5/36 (< 1st percentile)

Verbal/Language Functioning:

Repeatable Battery for the Assessment of Neuropsychological Status Update (Index mean = 100; s.d. = 3; Scaled Score mean = 10; s.d. = 3):

Language Index = 91 (17th-25th percentile)

Picture Naming Raw score = 9/10

Word Fluency Scaled Score = 7

Reitan-Indiana Aphasia Screening Test (T mean = 50; s.d. = 10)

Raw score = 30; T= 46

Sensory/Motor Functioning:

Grooved Pegboard test: (T mean = 50; s.d. = 10)

Dominant hand (Right): 79 seconds, 1 drop; T= 35

Non-dominant hand (Left): 72 seconds, 0 drops; T= 44

Strength of Grip test: (T mean = 50; s.d. = 10)

Dominant hand (Right): 10.33; T= 14

Non-Dominant hand (Left): 9.13; T= 20

Finger Oscillation

Dominant hand (Right): 21 seconds

Non-Dominant hand (Left): 21 seconds

Memory:

California Verbal Learning Test-2 (z mean = 0, s.d.=1)

List A-Raw scores	z-score	Recognition: 14 + 3 false positives
Trial 1: 4	-1.5	TRD: z= -0.5
Trial 2: 6	-1.5	Forced Choice Recognition: 15/16
Trial 3: 9	-1.0	
Trial 4: 9	-1.5	
Trial 5: 11	-0.5	
Trials 1-5 Total: 39 (T= 38)		
List B: 4	-0.5	
Short Delay Free: 7	-1.5	
Short Delay Cued: 10	-1.0	
Long Delay Free: 7	-1.5	
Long Delay Cued: 7	-2.0	

Wechsler Memory Scale-IV (Subtest Mean = 10; s.d. = 3)

Logical Memory I: 6	Visual Reproduction I: 6
Logical Memory II: 6	Visual Reproduction II: 6
Verbal Paired Associates I: 10	Spatial Addition: 7
Verbal Paired Associates II: 10	Symbol Span: 4
Designs I: 11	
Designs II: 6	

WMS-IV Index Scores (*Index mean = 100; s.d. = 15*)

Auditory Memory Index: 88 (21st percentile)
Visual Memory Index: 84 (14th percentile)
Visual Working Memory Index: 73 (4th percentile)
Immediate Memory Index: 87 (19th percentile)
Delayed Memory Index: 80 (9th percentile)

Rey Complex Figure Test (*T mean = 50; s.d. = 10*)

Copy: 21.5/36 (<=1 percentile)
Immediate Recall: 8; T = 21 (1st percentile)
30-minute Recall: 4; T = < 20 (< 1st percentile)
Recognition: 17/24; T = 28 (1st percentile)

Effort/Validity Measures:

Performance Validity Test #1

IR = 95% (pass) DR = 95% (pass) CNS = 100% (pass) PA = 70% FR = 70%

Performance Validity Test #2

Trial 1 = 43/50 (pass)

Personality/Mood & Pain Measures:

Beck Scales:

Beck Depression Inventory-II Raw Score = 28 (moderate)
Beck Anxiety Inventory Raw Score = 30 (severe)

Personality Assessment Inventory (*T mean = 50; s.d. = 10*)

Please see attached score profiles

PC-PTSD-5

Score = 5/5 (positive screen)

Detailed Assessment of Posttraumatic Stress

Please see attached score profiles

Pain Disability Index

Average = 8 (severe)

SUMMARY, INTERPRETATION OF FINDINGS & RECOMMENDATIONS:

Mrs. Limon suffered a concussion and other injuries in a motor vehicle accident on 7/19/17. She reports persistent problems in physical, cognitive, and psychological functioning.

Results of the current evaluation indicate that Mrs. Limon's overall intellectual functioning and processing speed are in the average range. She demonstrates relative consistency between verbal and non-verbal functioning. Similarly, reading achievement is average and consistent with her demonstrated verbal intellectual abilities. Mrs. Limon's Vocabulary and Reading scores, along with

educational and occupational history, provide an estimate of baseline (pre-accident) cognitive functioning that is in the average range.

In terms of more specific neuropsychological functioning, Mrs. Limon's profile is indicative of executive dysfunction and memory impairments. In terms of executive functioning, she shows particular difficulties with sustained attention, mental flexibility, planning/sequencing, and verbal fluency. Results of the current evaluation are consistent with perseverative features, similar to what her collateral contacts are reporting. Memory deficits are seen predominantly in visual working memory and delayed memory (auditory and visual). Mrs. Limon's language abilities (e.g. receptive language; object naming; word-finding) appear to be relatively well preserved. Visual-spatial abilities are impaired. However, this is most likely due to executive dysfunction (e.g. poor attention to detail). Further, Mrs. Limon demonstrates (mild) impairments in fine motor control/dexterity bilaterally, although dominant hand is disproportionately affected. Strength of grip is weak, bilaterally, even when considering age and gender. No significant problems with basic sensory-perceptual abilities were observed or measured.

Psychologically, Mrs. Limon is reporting a moderate level of depressive symptoms. She also reports a severe degree of anxiety symptoms, which are largely related to posttraumatic distress. Mrs. Limon expresses particular fears of her husband leaving. She reports, "I know that I'm different. I know he notices. My personality isn't what it was. It's constantly in my mind. He's very patient. It's a terrible thing to have." It is noted that results on personality testing (PAI) are valid and reflect Mrs. Limon's physical complaints which pertain primarily to head pain, fatigue, and are consistent with neurocognitive deficits.

Overall, the current evaluation is deemed to be valid and reflective of Mrs. Limon's genuine abilities. There are no indications of suboptimal effort or intentional exaggeration of neuropsychological deficits. While it is clear that Mrs. Limon is currently experiencing persistent post-concussive (e.g. brain injury) effects of the 7/19/17 motor vehicle accident, it is probable that her functional impairments and ongoing experiences of distress are also affected by chronic pain and insomnia. Accordingly, it is recommended that Mrs. Limon continue to seek physician consultation, evaluation, and treatment for these problems. It may also be helpful to consult with a headache specialist (e.g. a neurologist who specializes in treating headaches) to explore alternative prevention and management options. Mrs. Limon would also benefit from cognitive rehabilitation (e.g. 3-6 months) to learn additional compensatory strategies for mediating the effects of her cognitive impairments. An emphasis on frontal/executive dysfunction and working memory impairments will be most helpful. Mental health counseling is also recommended to treat the effects of posttraumatic anxiety and depression.

DIAGNOSTIC IMPRESSIONS:

DSM-5/ICD-10 Diagnosis

G31.84 Mild Neurocognitive Disorder due to Traumatic Brain Injury

F43.10 Posttraumatic Stress Disorder, with dissociative symptoms

F06.31 Depressive Disorder With depressive features, due to Traumatic Brain Injury

NOTE:

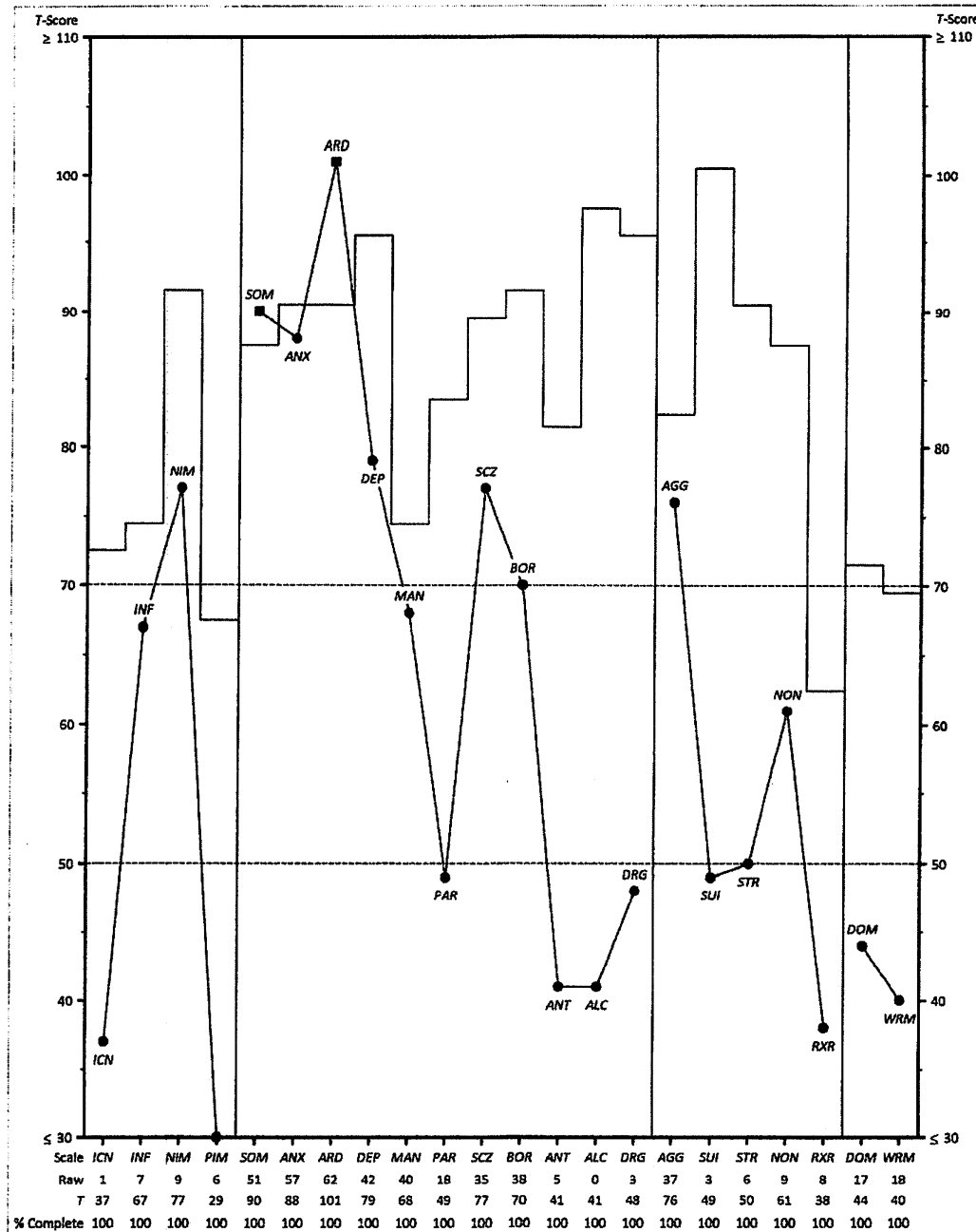
These findings and opinions are based on clinical interview (history taken from the examinee), collateral contacts, review of records, neuropsychological test results, graduate training in Clinical Neuropsychology and Behavioral Neurobiology, clinical research experience, Board-Certification in Clinical Neuropsychology, Post-Doctoral Fellowship, Continuing Education, and years of experience from clinical practice. The opinions, impressions, conclusions, and recommendations stated above are subject to modification or amendment, should additional records, clinical data, or other information become available to warrant such a change. It is noted that my conclusions and opinions stated herein are all stated to a reasonable degree of medical (neuropsychological) certainty.

Please feel free to contact me at (208) 522-3404 if you have any question, or if I can be of further assistance.

A handwritten signature in black ink that reads "Carol V. Anderson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Carol V. Anderson, Ph.D., ABPP-CN
Licensed Psychologist
Board-Certified in Clinical Neuropsychology

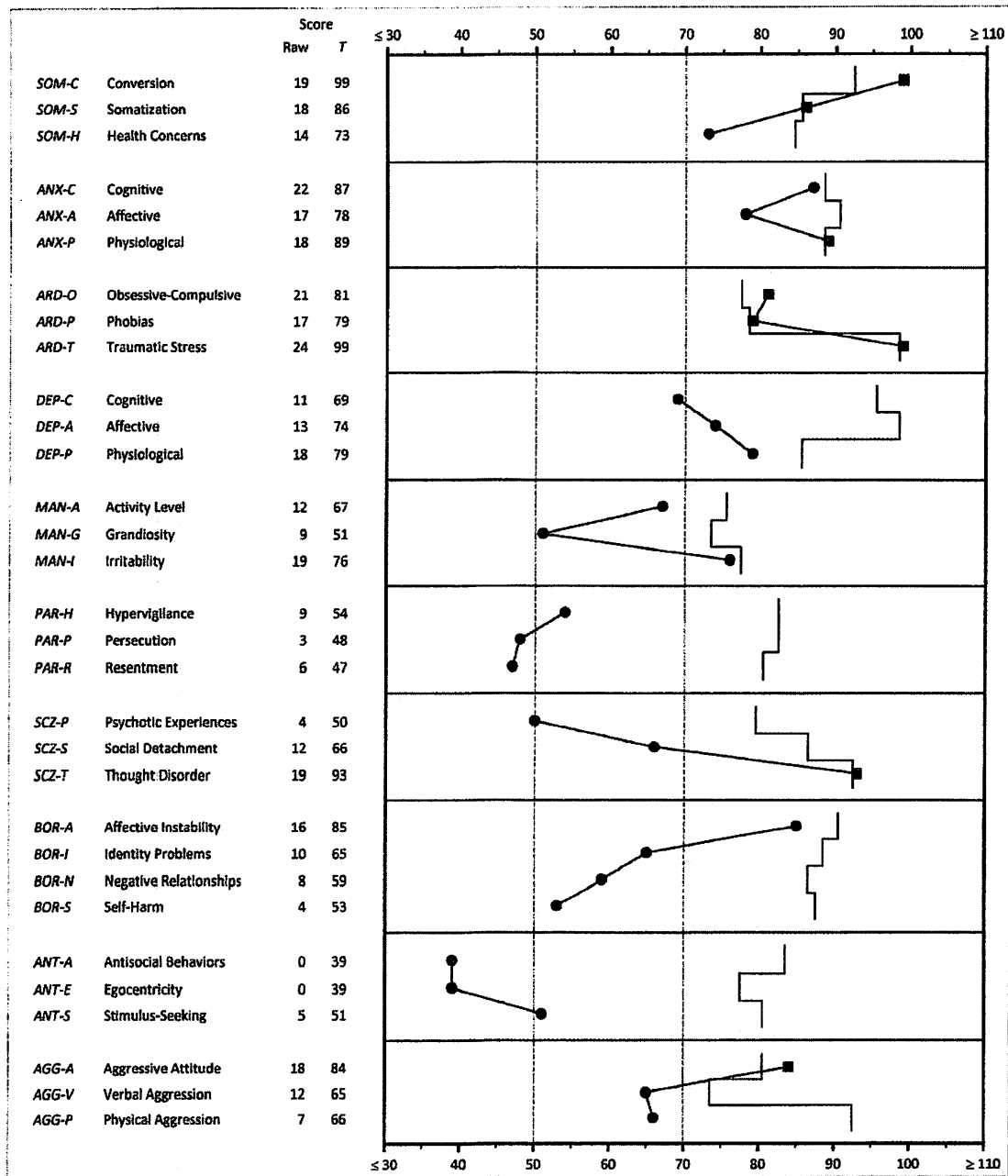
Full Scale Profile



Plotted T scores are based upon a Census-matched standardization sample of 1,000 normal adults.

- Indicates the score is more than two standard deviations above the mean for a sample of 1,246 clinical patients.
- ◆ indicates the scale has more than 20% missing items.

Subscale Profile



Missing Items = 0

Plotted T scores are based upon a Census-matched standardization sample of 1,000 normal adults.

- Indicates the score is more than two standard deviations above the mean for a sample of 1,246 clinical patients.
- ◆ Indicates the scale has more than 20% missing items.

DAPS Score Summary Tables

Validity Scales

Scale	Raw score	T score
Positive Bias (PB)	3	47
Negative Bias (NB)	10	63

Trauma Specification Scales

Index Trauma	Description
1	Respondent reports having been in a motor vehicle accident.

Scale	Raw score	T score
Relative Trauma Exposure (RTE)	3	49
Peritraumatic Distress (PDST)	40	81
Peritraumatic Dissociation (PDIS)	30	90

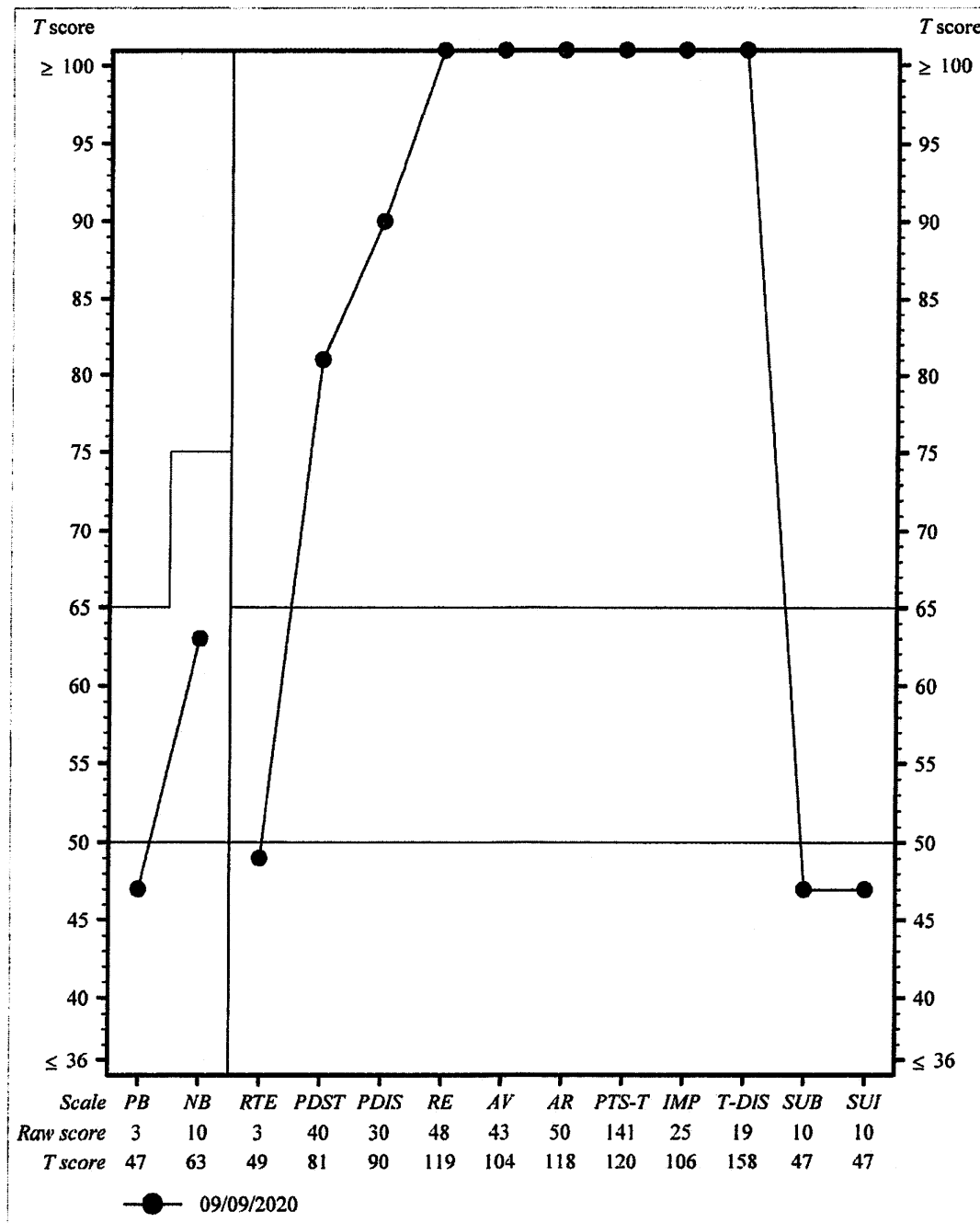
Clinical Scales

Scale	Raw score	T score
Reexperiencing (RE)	48	119
Avoidance (AV)	43	104
Effortful Avoidance (AV-E)*	13	79
Numbing (AV-N)*	20	112
Hyperarousal (AR)	50	118
Posttraumatic Stress— Total (PTS-T)	141	120
Posttraumatic Impairment (IMP)	25	106
Trauma-Specific Dissociation (T-DIS)	19	158
Substance Abuse (SUB)	10	47
Suicidality (SUI)	10	47

* Generated by computer scoring only.

A table of the individual's item raw scores for all DAPS items appears at the end of this report.

Profile of DAPS T Scores



Note. Female-specific norms have been used to generate this profile. For additional information about the standardization sample and the normative data, refer to chapter 4 and Appendixes A and B, respectively, in the DAPS Professional Manual.

Diagnosis

To meet criteria for a *DSM-IV-TR* diagnosis of Acute Stress Disorder or Posttraumatic Stress Disorder, the respondent must report (a) a Criterion A-level trauma; (b) peritraumatic distress that involves significant fear, helplessness, or horror; (c) significant levels of reexperiencing, avoidance, and hyperarousal; and (d) significant psychosocial impairment. In the case of Acute Stress Disorder, there must be significant peritraumatic dissociation present as well. For a diagnosis of PTSD, the trauma must have been experienced prior to the last month, whereas, for ASD, the trauma must have occurred within the last month. As noted in the DAPS Professional Manual, the scoring procedure for the DAPS has good predictive validity for PTSD relative to other psychological tests. In a validation study of the DAPS, it detected PTSD 88% of the time when it was actually present and did not detect PTSD 86% of the time when it was not present.

The respondent's index trauma occurred more than a month ago. As a result, the diagnostic issue is whether or not Posttraumatic Stress Disorder is present. The relevant diagnostic output is presented in the following table.

<i>DSM-IV-TR</i> criterion	DAPS decision rule for PTSD	Criterion met?
A1	Endorsement of at least one trauma exposure involving actual or threatened death or serious injury, or threat to physical integrity of self or others (Items 1-12)	Yes
A2	Experienced intense fear, helplessness, or horror (Item 15, 16, or 17 endorsed as > 2)	Yes
B	Persistent reexperiencing (RE raw scale score ≥ 15)	Yes
C	Marked avoidance of stimuli that arouse recollections of the trauma (AV raw scale score ≥ 20)	Yes
D	Marked symptoms of anxiety or increased arousal (AR raw scale score ≥ 15)	Yes
E	Onset of exposure occurred more than 1 month ago (Item 29 endorsed as > 2)	Yes
F	Clinically significant distress or impairment in social, occupational, or other important areas of functioning (Items 45, 53, or 61 endorsed as > 2)	Yes

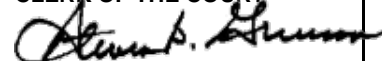
Based on the respondent's DAPS responses, she is likely to satisfy diagnostic criteria for Posttraumatic Stress Disorder (PTSD).

This diagnostic output is based on psychological test data, and thus should be followed up with a face-to-face, *DSM-IV-TR* based clinical interview to ensure the accuracy of this estimation.

EXHIBIT G

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6 Attorneys for Defendants

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 NICOLE LIMON,

10 Plaintiff,

11 v.

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

15 Defendants.

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

HEARING REQUESTED

16 **DEFENDANT RYDER TRUCK RENTAL, INC.'S**
17 **MOTION FOR SUMMARY JUDGMENT**

18 COMES NOW Defendant RYDER TRUCK RENTAL, INC. by and through its attorneys
19 of record, ALVERSON TAYLOR & SANDERS, and hereby file this Motion for Summary
20 Judgment pursuant to NRCP 56.

21 ...

22 ...

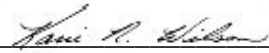
23 ...

24 ...

1 This motion is made and based on the papers and pleadings on file herein, the following
2 points and authorities and affidavits submitted in support hereof, the exhibits attached hereto,
3 and any oral arguments that may be heard regarding this matter.

4 Dated this 1st day of July 2021.

ALVERSON TAYLOR & SANDERS

5
6 

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Attorneys for Defendants

11
12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I. ISSUES PRESENTED**

14 **A. DEFENDANT RYDER TRUCK RENTAL, INC. IS ENTITLED TO**
15 **SUMMARY JUDGMENT BECAUSE ANY CLAIMS AGAINST RYDER ARE**
16 **PRECLUDED BY THE GRAVES AMENDMENT**

17 **II. STATEMENT OF FACTS**

18 On July 19, 2017, Plaintiff Nicole Limon was involved in a motor vehicle collision with
19 Defendant Tony Stephens, an employee of Load 1 Trucking, Inc., in Clark County, Nevada.
20 Tony Stephens, operating a rented Ryder 2016 Freightliner tractor towing a box trailer, was
21 traveling southbound on US Highway 95 approaching its intersection with State Route 163. At
22 that same time, Nicole Teresa Limon, operating a white 2017 Chevrolet Tahoe, was traveling
23 northbound on US Highway 95. Ms. Limon's vehicle collided with the right rear side of Mr.
24 Stephens' trailer in tow as Mr. Stephens was completing his left turn onto SR 163.

...

1 Plaintiff filed her Complaint alleging negligence against Defendants Tony Stephens,
2 Load 1 Trucking and Ryder Truck Rental, Inc. Pursuant to the Stipulation and Order Extending
3 Discovery Deadlines by Four Months (Second Request) granted by the Court on May 12, 2020,
4 discovery closed on December 30, 2020. This case is set for a jury trial on a five-week stack
5 beginning August 2, 2021.

6 **III. STATEMENT OF UNDISPUTED FACTS**

- 7 • Defendant Ryder Truck Rental is a corporation in the business of renting or leasing motor
8 vehicles.
- 9 • Defendant Ryder Truck Rental was the registered owner of the subject 2016 Freightliner
10 tractor.
- 11 • Defendants Load 1 Trucking and Ryder Truck Rental entered into a lease agreement for
12 the subject tractor on March 6, 2017. *See* Rental Agreement attached hereto as Exhibit A.
- 13 • Defendant Tony Stephens operated the subject tractor on behalf of Load 1 Trucking on
14 July 19, 2017.
- 15 • Plaintiff and Defendant Tony Stephens were involved in a motor vehicle collision on July
16 19, 2017.
- 17 • Plaintiff did not allege that the subject tractor was defective or that the condition of the
18 tractor contributed to the motor vehicle collision.
- 19 • Plaintiff did not produce any evidence or expert opinion alleging that any independent
20 negligence on behalf of Ryder Truck Rental was a proximate cause of the subject
21 collision or Plaintiff's alleged injuries.

22 **IV. LEGAL STANDARD FOR SUMMARY JUDGMENT**

23 Summary judgment in Nevada is governed by NRCP 56, which provides that summary
24 judgment "shall be rendered...if the pleadings, depositions, answers to interrogatories, and

1 admissions on file, together with the affidavits, if any, show that there is no genuine issue as to
2 any material fact and that the moving party is entitled to judgment as a matter of law.”
3 NRCP 56(c); *Wood v. Safeway*, 121 Nev. 724, 731 (2005). The Nevada Supreme Court further
4 stated:

5 While the pleadings and other proof must be construed in the light most favorable
6 to the nonmoving party, that party bears the burden to do “more than simply show
7 that there is some metaphysical doubt” as to the operative facts in order to avoid
summary judgment being entered in the moving party’s favor.

8 *Id.* at 732. “When a motion for summary judgment is made and supported as required by NRCP
9 56, the non-moving party may not rest upon general allegations and conclusions, but must, by
10 affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine factual
11 issue.” *Pegasus v. Reno Newspaper, Inc.*, 118 Nev. 706, 713 (2002). “The non-moving party ‘is
12 not entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture.’”
13 *Wood*, 121 Nev. at 732. “Summary judgment is proper when the plaintiff cannot recover as a
14 matter of law.” *Foster v. Costco Wholesale Corp.*, 291 P.3d 150, 153 (Nev. 2012). “To establish
15 entitlement to judgment as a matter of law, defendant need only negate one element of plaintiff’s
16 case.” *Harrington v. Syufy Enterprises, L.P.*, 113 Nev. 246, 248 (1997); *Foster*, 291 P.3d at 154.

17 As demonstrated below, Plaintiff has failed to produce admissible evidence to support her
18 claim for future medical expenses. Summary Judgment is therefore proper as to this specific
19 claim as no genuine issues of fact remain for trial.

20 **V. ARGUMENT**

21 **A. DEFENDANT RYDER TRUCK RENTAL, INC. IS ENTITLED TO**
22 **SUMMARY JUDGMENT BECAUSE ANY CLAIMS AGAINST RYDER ARE**
PRECLUDED BY THE GRAVES AMENDMENT

23 The Graves Amendment applies to all actions commenced on or after August 10, 2005.
24 *See* 49 U.S.C. 30106(c). This action was commenced on May 7, 2019. *See* Plaintiff’s Complaint.

1 The federal statute provides in relevant part:

2 An owner of a motor vehicle that rents or leases the vehicle to a person...shall not
3 be liable under the law of any State or political subdivision thereof, by reason of
4 being the owner of the vehicle...for harm to persons or property that results or
arises out of the use, operation, or possession of the vehicle during the period of
the rental or lease if

5 (1) The owner...is engaged in the trade or business of renting or leasing motor
6 vehicles and

7 (2) There is no negligence or criminal wrongdoing on the part of the owner or an
affiliate of the owner.

8 See 49 USC § 30106. The Graves Amendment was intended to preempt any state law which
9 may have previously imposed vicarious liability on commercial motor vehicle lessors. See e.g.,
10 *Garcia v. Vanguard Car Rental USA, Inc.*, 540 F.3d 1242, 1245 (11th Cir. 2008); *Jasman v.*
11 *DTG Operations, Inc.*, 533 F. Supp. 2d 753 (W.D. Mich. 2008); *Graham v. Dunkley*, 50 A.D.3d
12 55, 852 N.Y.S.2d 169 (2d Dep’t 2008); *Rent-A-Car Co. of Bos., LLC v. Maynard*, No. 2:11-CV-
13 00047-JAW, 2012 WL 1681970 (D. Me. May 14, 2012). “The legislative history of the Graves
14 Amendment indicates that it was intended to protect the motor vehicle rental and leasing industry
15 against claims for vicarious liability where the leasing or rental company’s only relation to the
16 claim was that it was the technical owner of the [vehicle].” *Rein v. Cab East LLC*, 2009 U.S.
17 Dist. LEXIS 52617 at *6 (S.D.N.Y. 2009).

18 Notably, the Graves Amendment does not allow for a plaintiff to impose vicarious
19 liability on motor vehicle lessors for any instance of criminal wrongdoing or negligence. See
20 *Cioffi v. S.M. Foods, Inc.*, 129 A.D.3d 888, 893-94, 10 N.Y.S.3d 620 (2d Dep’t 2015)
21 (“Although the plaintiffs urge that ‘criminal wrongdoing’ within the Graves Amendment
22 encompasses any violation relating to the rented or leased vehicle, such an interpretation would
23 eviscerate the protection Congress sought to offer companies in the business of renting and
24 leasing vehicles by permitting plaintiffs to impose vicarious liability whenever any violation, no

1 matter how technical, could be found, and whether or not that violation had any relationship to
2 the injuries at issue.”). Rather, Congress intended the protections of the Graves Amendment to
3 be removed *only when the culpable conduct of a defendant lessor was the proximate cause of*
4 *plaintiff’s injuries. See Cioffi*, 129 A.D.3d at 893-94 (emphasis added).

5 Ryder is a nationwide provider of transportation products and commercial vehicles
6 engaged in the trade or business or renting or leasing motor vehicles and leased the subject
7 tractor to Load 1 Trucking pursuant to a vehicle lease agreement. *See* Exhibit A. On the date of
8 the accident, the tractor was being operated by Load 1 Trucking employee Tony Stephens under
9 this governing lease agreement. Ryder did not employ Mr. Stephens and did not direct or
10 control his activities. Ryder’s only involvement in the subject incident was as the owner of the
11 leased truck. *Id.* Ryder therefore falls squarely within the scope of the Graves Amendment.
12 Accordingly, Ryder cannot be held vicariously liable for any harm allegedly caused by Mr.
13 Stephens’ and Load 1 Trucking’s use and operation of the tractor absent proof that Ryder itself
14 engaged in negligent or criminal conduct that was a proximate cause of plaintiff’s injuries.
15 Plaintiff has not established or offered any evidence to suggest any separate negligence or
16 criminal conduct by Ryder, and there is no evidence that any such alleged conduct by Ryder
17 proximately caused Plaintiff’s injuries. Summary judgment in favor of Ryder is therefore
18 appropriate.

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

1 **VI. CONCLUSION**

2 Based on the foregoing, Defendants respectfully request that this Court grant summary
3 judgment as to Plaintiff's claims against Ryder Truck Rental, Inc. pursuant to the Graves
4 Amendment and grant any such other and further relief as the Court deems just and proper.

5 Dated this 1st day of July 2021.

6 ALVERSON TAYLOR & SANDERS

7 

8 J. BRUCE ALVERSON, ESQ.

Nevada Bar No. 1339

9 KARIE N. WILSON, ESQ.

Nevada Bar No. 7957

10 6605 Grand Montecito Pkwy, Ste. 200

11 Las Vegas, NV 89149

12 702-384-7000 Phone

13 702-385-7000 Fax

14 Attorneys for Defendants

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies that on the 1st day of July 2021, the forgoing
3 **DEFENDANT RYDER TRUCK RENTAL, INC.'S MOTION FOR SUMMARY**
4 **JUDGMENT** was served on the following by Electronic Service to All parties on the Odyssey
5 Service List.

6 Joshua L. Benson, Esq.
7 josh@bensonallred.com
8 BENSON ALLRED
9 6250 N. Durango Drive
10 Las Vegas, NV 89149
11 702-820-0000 Phone
12 702-820-1111 Fax
13 Attorney for Plaintiff

14 

15 _____
16 Employee of ALVERSON TAYLOR & SANDERS

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

AFFIRMATION
Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **DEFENDANT RYDER TRUCK RENTAL, INC.'S MOTION FOR SUMMARY JUDGMENT** filed in the District Court Case No. A-19-794326-C:

 X Does not contain the social security number of any person.

-OR-

 Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

[Insert specific law]

-or-

B. For the administration of a public program or for an application for a federal or state grant.

ALVERSON TAYLOR & SANDERS



07/01/2021

Date

J. BRUCE ALVERSON, ESQ.

Nevada Bar No. 1339

KARIE N. WILSON, ESQ.

Nevada Bar No. 7957

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EXHIBIT A



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



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.: **/**/17		OUT: 06/20/17 05:30	
WALHUT, CA		Per #AAAAAAAU-X		ODOM OUT: 2 0 3 6 4 8	
91789-2727		ST: CA EXP.: 01/03/20			
7142665096					
CONTACT: ACCOUNTS PAYABLE					
VEHICLE DESCRIPTION: T/A Diesel Sleeper					
RATES AND CHARGES: ** WITHOUT FUEL ** TOTAL AMT					
Daily Rental @ \$ 83.88/D = \$					
Monthly Rental @ \$ 2551.36/M = \$					
Mileage Rate @ \$ 0.0650/M = \$					
Sub-Total Rental = \$					
Ltd Damage Waiver @ \$ 14.00/D = \$					
@ \$ 98.00/M = \$					
Supp. Liab. Prot. @ \$ 25.00/D = \$					
@ \$ 175.00/M = \$					
** Special Rate: No Other Discounts Apply ** TOTAL RENTAL CHARGES = \$ 0.00					
Waste Dsp.-Supplies \$.00 = \$					

LIABILITY PROTECTION - It is agreed that the Liability Protection specified in Paragraph 5.A. of this Agreement is provided to Customer. Customer elects Supplemental Liability Protection which increases Liability Protection limits to PER TUSA (coverage is primary - Read Para. 9).

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, understand 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 lessor cooperates 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 employee, or Customer's employer. All driver's 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 PER TUSA of loss or damage to the Vehicle. (Read Para. 6 & 7).

I have read, understand 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 emission 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 rental and safety instructions provided by 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!

V20160108 01

PETAPP0107



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



** USR: 64 **
**
**
**

CONFIRMED RESERVATION

** ACTIVITY DATE : 06/30/17
** CUST REF #: 0763401906455
** VEHICLE NO: 654808

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

VEHICLE DESCRIPTION:	GUARANTEED RATES: *** WITHOUT FUEL ***	TOTAL AMT
T/A Diesel Sleeper	Daily Rental Days @ \$ 83.88/DA = \$ 0.00	
	Monthly Rental Months @ \$ 2551.36/MT = \$ 0.00	
	Mileage Rate 0 Miles @ \$ 0.0650/KM = \$ 0.00	
	Sub-Total Rental = \$ 0.00	
	Ltd Damage Waiver Days @ \$ 14.00/DA = \$ 0.00	
	Weeks @ \$ 98.00/WK = \$ 0.00	
	Supp. Liab. Prot. Days @ \$ 25.00/DA = \$ 0.00	
	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 10 days from the activity date above.

Customer Signature

Truck rented and sold as-is, with no warranty provided by Ryder.

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!

P20160310000

PETAPP0108

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

Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services ("RTR") hereby rents to the customer executing this Agreement ("Customer") the truck and other rental property and accessories listed on the other side of this Agreement (collectively the "Vehicle"). If the terms on the other side of this Agreement conflict with the terms set forth below, those contained on the other side shall govern only to the extent of such conflict. A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES DURING THE RENTAL.

Ryder may use its customer data for mailings by Ryder, its business partners, and other parties. In addition, Ryder may rent, sell, or exchange such data for marketing purposes. If you do not wish to receive such mailings or solicitations, please write to: Ryder, P.O. Box 020816, Miami, Florida 33102-0816.

1. **VEHICLE CONDITION:** Customer acknowledges that it has inspected the vehicle and that any visible damage or defect has been noted on the Vehicle Damage Description and Safe Driving Tips form or any other supplemental Rider form attached (which are incorporated by reference into this Agreement). It is the sole responsibility of Customer to ensure that the condition of the vehicle is acceptable to Customer for its intended use and that use of the vehicle will not result in any violation of any laws, regulations, or ordinances applicable to such use. RYDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR GUARANTEE AS TO THE CONDITION OF THE VEHICLE, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE VEHICLE, OR THE VEHICLE'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. RYDER SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

PROHIBITED USE OF VEHICLE: Customer may NOT use or permit the Vehicle to be used: (a) in violation of any Federal, state, or local law, ordinance, or regulation; (b) to push or tow anything with a gross weight (empty weight of vehicle plus weight of load) in excess of 10,000 pounds; (c) to tow a trailer or trailer combination to exceed the VEHICLE's rated towing capacity as shown on the Buyer's Vehicle; (d) to be driven by anyone other than (a) the driver, listed on the business order, and/or (b) other regular Vehicle employees, employee or as the business order on a business rental; (c) other than the Customer's use of the Vehicle for business purposes; (d) to be used as a "Rideshare" or "Driver's Option," in which any properly licensed and qualified driver may drive the Vehicle (ALL DRIVERS MUST BE PROPERLY LICENSED AND QUALIFIED, 18 YEARS OF AGE OR OLDER, AND HAVE CUSTOMER'S PRIOR EXPLICIT WRITTEN PERMISSION TO DRIVE THE VEHICLE); (e) to be used for any purpose other than the intended use of the Vehicle; (f) to be used in excess of applicable speed limits, or to violate the driver's use of the Vehicle on a controlled substance; (g) to transport any car, truck, animal, or human being inside the Vehicle; (h) to be used for any purpose other than the intended use of the Vehicle, such as, but not limited to, the normal and ordinary course of business; (i) to transport persons for hire or for the illegal transportation of any intoxicating liquor, cigarette, a controlled substance, or other contraband; (j) to load any person or property in excess of the VEHICLE's rated weight capacity as shown on the weight of the Vehicle plus the weight of load) shown on the Buyer's Vehicle or on the other side of the Agreement, nor to load any load improperly packed or secured; (k) in any area of state, labor, or civil disruption or violence, or natural disaster; (l) to be used for any purpose other than the intended use of the Vehicle (such as "ULTS" or Canada; and/or (m) TO STORE, TREAT, TRANSPORT, OR DISPOSE OF ANY REGULATED, TOXIC, OR HAZARDOUS SUBSTANCE OR WASTE, INCLUDING, WITHOUT LIMITATION, CORROSIVES, INFECTIONS, POISONOUS, FLAMMABLES, OR VOLATILES, OR ANY OTHER SUBSTANCE OR WASTE AS DEFINED IN ANY LAW. Customer acknowledges and represents that (a) including any employees and third party agents who interact with Buyer under the Agreement on Customer's behalf) has been, is and shall remain in compliance with all applicable laws, regulations, and industry standards and designations made under these laws and regulations. To the extent that Customer is subject to an enforcement action or designation under any such enforcement controls or sanctions law, Customer will notify Buyer within ten business days of the date of such enforcement action or designation.

9. CHARGES: Customer will pay all charges due Ryder on demand in U.S. currency or by Ryder accepted credit card at other form of payment acceptable to Ryder. Any Customer deposit will be applied to, and guarantee, Customer's complete performance of its obligations under this Agreement. Ryder may charge any amounts due Rider against any credit card used in connection with the rental. Customer will be charged a fee for any check used for payment of charges that is returned to Ryder unpaid for any reason whatsoever. Customers will pay the full charge for each full or partial rental day. The Daily Rental Rate includes any delivery, pick-up, mileage, toll, parking, and return to the original location charge and may be charged for a rental period of less than 24 hours. If Customer requests an adjustment of services during the term resulting in an account profile change or otherwise, Ryder may accept the request in writing, which shall notify Customer of any adjustment of charges.

4. **LIEN ON CUSTOMER'S PROPERTY:** Ryder will have a lien on all of the Customer's property transported in the Vehicle or any trailer attached to the Vehicle for all charges and expenses incurred, including those related to damage to the Vehicle. If Customer does not pay all charges when due, Ryder may, at its option, sell at public or private sale, without further notice to Customer, all such property to satisfy these charges and all costs associated with this sale consistent with applicable law.

5. LIABILITY PROTECTION

RYDER LIABILITY PROTECTION: Under (a) Customer declares liability protection or (b) Customer elects higher limits of liability as indicated on the other side and the other side of this Agreement is so endorsed. The Vehicle is covered by the liability protection provided by the RYDER Company Policy No. TH185237 or any successor or replacement policy of liability (Liberty Protection Plan) which covers Customer against bodily injury and property damage (claims by others, and such liability Protection Plan is primary to the liability protection provided by the other side of this Agreement. The limits of liability protection as indicated on the other side and the other side of the Agreement is so endorsed. Old Republic Insurance Company Policy No. 15271 or any successor or replacement policy (thereof) is the only automobile liability policy that may be available to the Customer. The limits of liability to be furnished to Customer pursuant to this agreement are as follows: (1) For any Vehicle other than a Tractor (as defined below), the limits of liability are \$10,000 for each person injured, subject to a split limit of \$10,000/\$10,000/\$10,000 for bodily injury, property damage and damages to property belonging from any one accident, unless the limits required by an applicable compulsory or financial responsibility law of the state/province in which the accident occurs are higher, in which case such higher limits will apply. For example, in California, the limits of liability will be \$15,000/\$15,000/\$15,000; (2) For a truck type tractor equipped with a fifth wheel (tractor), the split limits of liability are \$750,000 for each person injured, and a limit of \$500,000 from all claims resulting from any one accident, and a limit of \$100,000 for damages to property resulting from any one accident, unless the limits required by an applicable compulsory or financial responsibility law of the state/province in which the accident occurs are higher, in which case such higher limits will apply. A copy of the Liberty Protection Plan is available for inspection at Ryder's main offices. Customer agrees to comply with the terms and conditions of the Liberty Protection Plan. The Liberty Protection Plan (even those that are not specifically mentioned in the Agreement), and such terms, conditions, limitations and restrictions are incorporated by reference into this Agreement. You agree to pay any and all taxes, fees, charges, and costs, including but not limited to your State's annual sales taxes take place outside the United States. If, at the start of the rental, Customer elects higher limits of liability protection (where available), which provides higher limits of liability protection than those indicated on the other side of this Agreement, then the limits of liability are so endorsed, then those higher limits will be applicable and Customer agrees to pay the additional rate shown therefor. In any event, all coverage and limits of liability will be solely and entirely extended under a separate and different agreement between the Customer and the RYDER Company. Policy No. TH185237 or any successor or replacement policy thereof.

[illegible]

The Liability Protection Plan or other liability plan with higher limits, if elected, does NOT apply: (i) if the Vehicle is obtained, used or operated in violation of any provision of this Agreement, (ii) to loss or damage to property, whether or not owned by Customer, in the Vehicle, or for any liability in Customer's care,

custody or control. (ii) To any injuries of any nature whatsoever to Customer, Customer's agents, employees, guests, family members of Customer's household or other occupants of the Vehicle, (iv) To any tow dolly, car carrier or trailer if not rented from Ryder or if not attached to a Ryder Vehicle, and/or (v) for punitive, exemplary, incidental or consequential damages, fines or penalties.

Customer waves and is not provided with uninsured or underinsured motorist coverage, personal injury protection coverage, medical payment coverage, and/or supplementary no fault coverage. If any such coverage cannot be waived or excluded under the law of the state/province in which the accident occurs, if such waiver or exclusion is otherwise unenforceable, such coverage will only be provided under the Liability Protection Plan or other liability plan with higher limits, if elected, to the extent and with the minimum limits permitted by the law of that state/province.

governed by the law of that state/province.

Customer elects to have its liability insurance coverage under this policy and this Agreement is so endorsed (OPTION AVAILABLE ONLY TO COMMERCIAL CUSTOMERS AND NOT AVAILABLE AT ALL RISK LOCATIONS). Customer agrees to insure the Vehicle with a standard form commercial liability policy covering all risks of damage to property or property, arising out of the ownership, maintenance, use, or operation of the Vehicle during the rental, regardless of whether the damage is caused by negligence or otherwise. Coverage for bodily injury and property damage arising from any one accident or such higher limits as Rider may require. Customer agrees to provide Rider with a certificate of insurance, evidencing the required coverage and limits. Customer agrees to hold Rider harmless from and against any and all expense (including without limitation court costs, attorney fees, and expert witness fees), incurred by Rider in connection with the defense or settlement of any claim for operation of the Vehicle (EVEN IF DUE TO RIDER'S FAULT OR NEGLIGENCE) which are (i) in excess of the limits of liability under Customer's liability insurance, (ii) excluded from coverage under Customer's liability insurance, if any applicable state/province law requires Rider or its insurance carrier to extend liability insurance coverage, then notwithstanding Customer's election to have its liability insurance coverage, and (iii) in excess of the limits of liability insurance carrier will be linked to the statutory compulsory (or financial responsibility) minimum limits and will be waived over (i) that insurance Carrier or Customer's insurance carrier has agreed to provide (ii) any other insurance carrier that may be required to provide (iii) either (i) or (ii) insurance carrier(s) furnish. Customer acknowledges that the rental rate given to Customer is partly a function of Customer's provision of such insurance with the rental rate. Customer agrees to maintain liability insurance in accordance with the Paragraph 5B, then upon written notice, Rider may immediately end liability insurance (the Liability Protection Plan) in accordance with Paragraph 5A and charge Customer for

C. TRUCK LEASE AND SERVICE AGREEMENT: If Customer is also a lessee pursuant to a Truck Lease and Service Agreement ("TLSA") and such TLSA designates Customer as the party responsible for providing and maintaining the liability insurance for the vehicle(s) leased thereunder, then that liability insurance will also extend to and cover the Vehicle(s) rented under this Agreement and the terms of the TLSA with respect to liability insurance will supersede and control over any contrary term in this Agreement. In all other respects the terms and conditions of this Agreement shall apply. Customer must furnish Rider with proof of its liability insurance before Rider will deliver the Vehicle to Customer.

THIEF AND DAMAGE TO VEHICLE: Unless Customer elects the start of the rental, Physical Damage Waiver ("PDW") or a Limited Damage Waiver ("LDW") on the Agreement, Customer is totally responsible for all loss (including theft) of the Vehicle and/or damage to the Vehicle, whether or not caused by an insured person, and whether or not the loss or damage is the result of an accident, or the result of any fault on the Customer's part. Hydro agrees to reimburse Customer's liability for theft of and/or physical damage to the Vehicle to the extent set forth on the other side of the Agreement if (i) Customer accepts and signs the Agreement, and (ii) Customer provides the required information in the VEDICATION OF ANY PROVISION OF THIS AGREEMENT. Notwithstanding the election of PDW or LDW, Customer is totally responsible for all loss or damage to the Vehicle due to a violation of any provision of the Agreement. PDW and LDW are not available for theft of the Vehicle. If Customer elects PDW or LDW at the start of the rental, PDW or LDW, Customer shall furnish Rental with evidence of Physical Damage Waiver covering the Vehicle for loss or damage when Rental is delivered to Customer. Rental shall immediately report any accident, theft or damage to the Vehicle to Rental's insurance company and to the Police (within 24 hours) complete a Hydro Accident Report form and provide Rental with a detailed inventory of all charges that was in the Vehicle. If Customer fails to procure or maintain Physical Damage Waiver for coverage with Rental, Rental shall not be bound by the terms of the Agreement, and the PDW or LDW shall not be in accordance with the Paragraph and clause Customer for such services.

7. **GLASS DAMAGE PROTECTION:** Unless Customer elects at the start of the rental, Glass Damage Waiver ("GDW"), POW, or IDW on this Agreement, Customer is totally responsible for all loss and/or damage to the windshield and windows of the Vehicle(s) (collectively referred to as the "Glass") irrespective of any fault on the Customer's part. Ryder agrees to waive Customer's liability for damage to the Glass and to pay the charges for the GDW, the POW, or the IDW and (if Customer is NOT IN VIOLATION OF THE AGREEMENT) notwithstanding the election of GDW, POW, or IDW, Customer is totally responsible for all loss and/or damage to the Glass due to a violation of any provision of the Agreement. GDW is NOT INSURANCE and is OPTIONAL. Regardless of the selection by Customer related to GDW, any damage to the Glass will be repaired or replaced at the discretion of the rental company, without deduction, in the cost paid per Ryder's estimate of POW or IDW in the following states (and only these states): Florida, Massachusetts, Kentucky (all cities), and South Carolina (all cities).

8. **DAMAGE RESPONSIBILITY:** When Customer is responsible for loss or damage to the Vehicle under the Agreement, and/or responsibility for the cost of repairs, Customer shall pay to CFC, or its authorized agent, the amount of the bill, or be paying Ryder for the estimated costs of repairs for less than damage plus an administrative mail-in fee (a) paying Ryder the actual repair costs, plus an administrative mail-in fee, or (b) paying Ryder the actual repair costs, plus an administrative mail-in fee, or (c) paying Ryder the actual repair costs, plus an administrative mail-in fee, or (d) paying Ryder the actual repair costs, plus an administrative mail-in fee. Vehicle is repaired and returned to service [such period not to exceed a commercially reasonable time or a maximum of 30 days], which shall be followed by Customer at the agreed upon rental rate. After receiving notice from Ryder of the damage to the Vehicle, Customer shall notify CFC of the damage and the location within 7 days, option (i) will apply, Ryder will obtain a third party vendor estimate for any major damage. If Customer returns a Vehicle outside of normal business hours, Customer shall remain responsible for loss of or damage to the Vehicle. Customer shall remain responsible for loss of or damage to the Vehicle and has a reasonable opportunity to inspect the Vehicle for damage. In the event of a theft of the Vehicle or a total loss, Customer shall pay Ryder the actual cash value of the Vehicle's retail market value, or (b) Ryder's book value of the Vehicle.

PERSONAL ACCIDENT AND CARGO RESPONSIBILITY: Customer agrees that Ryder will have absolutely no liability whatsoever, and agrees to release, defend, indemnify, and hold Ryder harmless for any and all (a) loss or damage to cargo or other property transported in the Vehicle, EVEN WHEN THE LOSS OR DAMAGE WAS DUE TO RYDER'S FAULT OR NEGLIGENCE and Customer assumes all such risk of loss or damage, and (b) claims, damages, or losses arising from injuries of any nature whatsoever, or death of Customer, Customer's agents, employees, guests, family, members of Customer's family, or other occupants of the Vehicle EVEN WHEN SUCH DEATH OR INJURY WAS DUE TO RYDER'S FAULT OR NEGLIGENCE, and Customer assumes all such risk and liability.

TO RETURN IT TO VEHICLE BY CUSTOMER: Customer will return the Vehicle and all accessories items, dealer, tire and/or dealer, parts, accessories, contamination, or infestation, and in at least the same good condition as when it was delivered to Customer. If the Vehicle is not returned by the due date, then, by Customer's demand, to the location from which the Vehicle was delivered. Customer understands a different place of return is specified on the Agreement (the "Destination Location"). Unless the Agreement is terminated by Buyer, the terms of this Agreement shall remain in effect until the Vehicle is returned to the Dealer in accordance with the Paragraph 10. In addition to all other charges due and remedies available to Dealer upon agreement, CUSTOMER WILL BE LIABLE FOR A LATE CHARGE IF THE VEHICLE IS NOT RETURNED BY THE DUE DATE AND THE VEHICLE IS NOT RETURNED TO THE LOCATION SPECIFIED ON THE AGREEMENT. A LATE CHARGE MAY APPLY IF THE VEHICLE IS NOT RETURNED CLEAR. If no due date and time for returning the Vehicle are specified, Customer will return the Vehicle upon demand or within seven (7) days of the date that it was rented. If no due date and time for returning the Vehicle are specified, then within 7 days after the due date and time specified for its return or upon Buyer's demand, or if information provided by Buyer to Customer is false, Buyer may consider the Vehicle stolen and pursue all appropriate legal remedies. TO SURRENDER TO RENT: If the Vehicle is not returned by the due date, then, by Customer's demand, to the location from which the Vehicle was delivered. Customer understands a different place of return is specified on the Agreement (the "Destination Location"). Unless the Agreement is terminated by Buyer, the terms of this Agreement shall remain in effect until the Vehicle is returned to the Dealer in accordance with the Paragraph 10. In addition to all other charges due and remedies available to Dealer upon agreement, CUSTOMER WILL BE LIABLE FOR A LATE CHARGE IF THE VEHICLE IS NOT RETURNED BY THE DUE DATE AND THE VEHICLE IS NOT RETURNED TO THE LOCATION SPECIFIED ON THE AGREEMENT. A LATE CHARGE MAY APPLY IF THE VEHICLE IS NOT RETURNED CLEAR. If no due date and time for returning the Vehicle are specified, Customer will return the Vehicle upon demand or within seven (7) days of the date that it was rented. If no due date and time for returning the Vehicle are specified, then within 7 days after the due date and time specified for its return or upon Buyer's demand, or if information provided by Buyer to Customer is false, Buyer may consider the Vehicle stolen and pursue all appropriate legal remedies.

shall in any manner or be deemed to be, the agent, representative, servant, or employee of Ryder in any manner or for any purpose whatsoever.

11. **BREACH OF THIS AGREEMENT:** In the event Customer breaches or is in default of any obligation in this Agreement, or if the Vehicle is overdue, illegally parked, or apparently abandoned, or if any information Customer provides to Ryder is false, Ryder may, without prior notice or demand to Customer, recover the Vehicle wherever it is located and return it to its nearest Ryder location. This Agreement shall be null and void, and all rights or remedies available under this Agreement or any law, Ryder will be entitled to recover from Customer all reasonable costs, expenses, and attorneys fees incurred by Ryder to repossess any Vehicle and/or enforce the terms of this Agreement.

12. **MAINTENANCE RESPONSIBILITY AND INSPECTION RIGHTS:** Customers shall conduct pre and post inspections of the Vehicle, complete required reports, and promptly return Ryder of any Vehicle, in return, Ryder will not be liable for any NHTSA violations or other citations for which Ryder was not the driver.

Customer agrees to be responsible and pay for all mechanical damage to the Vehicle caused by: (1) Customer's breach of any provision of this Agreement; (2) Customer's failure to maintain adequate oil, fluids, coolants, and water levels in the engine; and/or (3) Customers neglect of any necessary servicing or maintenance of the Vehicle during the rental period. Customer will not perform, and Ryder will not be responsible for, any service, repairs, or other maintenance to the Vehicle during the rental period unless Ryder gives prior written authorization for such work. Ryder may inspect the Vehicle at any time wherever it is located.

The engine in the vehicle is compliant with EPA Engine Emissions Standards and in accordance with the owner's manual may require Diesel Exhaust Fluid or a similar additive (DEF). All charges for DEF are Customer's responsibility and, if provided by Ryder, will be billed in addition to all other charges at Ryder's then-current rate. Failure to maintain required tank levels or adding non-DEF fluids to the tank may cause Vehicle derate or system damage. Any failure to maintain required proper DEF fluid level is driver abuse and Customer is responsible for all mechanical damage resulting from such failure.

The Vehicle(s) contains technology that is compliant with 2007 or 2010 emissions standards. Customer acknowledges that Hyder has provided Customer with instructions concerning the periodic regeneration of the Diesel Particulate Filter (DPF) that must be performed in accordance with manufacturer's requirements. Instructions for DPF regeneration are also located on the backside of the driver's side sunvisor. It is Customer's sole responsibility to properly and timely perform the regeneration. Any failure to perform DPF regeneration is driver abuse and Customer is responsible for all costs necessary to repair and tow the Vehicle as well as any other mechanical damages resulting from such failure.

13. **TAXES, FEES, PERMITS, TITLES, AND FINES:** Customer agrees to be responsible and pay for any taxes, special license, permits, fees, or tolls required by Customer's use and operation of the Vehicle and also agrees to file or assist Rider in filing any and all returns or reports required, if any, by any agency or government authority. Customer will promptly pay for all tickets, fines, and penalties, including late fees or secure resulting from the use and operation of the Vehicle. If CUSTOMER'S FAILURE TO PAY ANY TAXES, SPECIAL LICENSES, PERMITS, FEES, OR TOLLS RESULTS IN A CLAIM OR LITIGATION INVOLVING ANY VEHICLE, CUSTOMER SHALL BE RESPONSIBLE FOR THE DEFENSE AND COSTS OF SUCH LITIGATION. CUSTOMER SHALL PAY RIDER THE FULL AMOUNT OF SUCH SETTLEMENT, ANY COSTS, AND AN ADMINISTRATIVE CHARGE NOT TO EXCEED \$100 PER OCCURRENCE FOR TOLLS ADMINISTERED THROUGH RENT A TOLL AND \$25 PER OCCURRENCE FOR ALL OTHER TAXES, SPECIAL LICENSES, PERMITS, FEES, OR TOLLS RYDER INCURS. CUSTOMER'S OBLIGATION TO PAY SHALL BE LIMITED TO THE MAXIMUM OFFICIAL SETTLEMENT TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS VEHICLE.

FUEL RENTAL RATES DO NOT INCLUDE THE COST OF FUEL. THE VEHICLE WILL HAVE A FULL FUEL TANK UPON COMMENCEMENT OF THE RENTAL. THE CUSTOMER IS RESPONSIBLE FOR ALL FUEL DURING THE COURSE OF THE RENTAL. THE CUSTOMER WILL BE REQUIRED TO SIGN A FUEL RENTAL AGREEMENT, MANUFACTURER'S RECOMMENDATIONS AND THE REQUIREMENTS OF APPLICABLE LAW. Customer must return the vehicle with a full fuel tank if the Destination Location is the same as the Rental Location. If the Destination Location is different from the Rental Location, the Destination Location provides fuel. Customer may fill up the fuel tank at Customer's expense at the Destination Location or at any fuel retailer of Customer's choice. If the Destination Location offers optional refueling services, Customer may choose to purchase a refueling service (a) calculated by multiplying the rate per gallon by the number of gallons required to refill the fuel tank determined either by actual refueling or by vehicle's fuel gauge, and/or (b) a flat fee. Refueling services and charges may vary by type of refueling service and location at all locations and the charges will vary by location. Refueling service charges are generally higher than retail fuel prices at fuel retailers such as service stations. Customer may choose to purchase a refueling service (a) calculated by multiplying the rate per gallon for optional refueling service before returning the vehicle.

15. **TELEMATIC DEVICE.** Each Vehicle may contain a telematic device consisting of a transceiver box, antenna and other related equipment and hardware (collectively "Device"). You agree not to tamper with or disable the Device without the express written consent of Ryder. You shall be responsible for any loss of or damage to the Device at full replacement cost. The Device, all related software and all data collected from the Device shall at all times remain the property of Ryder. The Device may be removed by Ryder at any time or upon termination of this agreement. Ryder offers and Customer accepts telematic Device use. Customer shall be subject to the RyderSmart General Terms and Conditions found at www.rydersmart.com (incorporated herein by reference).

16. COMPLIANCE. Any Vehicle domiciled or rented from a Ryder location outside of the State of California may not be compliant with all California Air Resources Board requirements. If Customer intends to operate the Vehicle within the State of California, Customer is solely responsible for compliance with all laws and regulations within the State of California. If Customer intends to operate the Vehicle in the State of California, please contact a Ryder employee for assistance or with any questions.

17 MISCELLANEOUS: If a court rules that any one or more provisions, or part thereof, in this Agreement are illegal, invalid, or unenforceable, the remainder of that provision and all other provisions in this Agreement will remain binding, effective and fully enforceable. This Agreement contains the entire agreement between the parties and may be altered only by written amendment signed by both parties. This agreement is not a contract and does not create any legal obligation.

both parties. Notwithstanding the foregoing sentence, this Agreement shall govern and control over any Purchase Order or other document issued by Customer in connection with its purchase of the services. If the Customer's Purchase Order is presented from performing under this Agreement by any person or entity other than the Customer, the Customer shall be deemed to have issued such order beyond Ryder's control. These causes include, but are not limited to, Acts of God, national emergencies, wars, riots, fires, labor disputes, federal, state, or local laws, rules or regulations. Even if Ryder is unable to perform, Ryder's obligations under this Agreement will continue if Ryder delays or discontinues its performance of its obligations under this Agreement for any reason. In no event shall Ryder be liable for any delay or non-performance of its obligations under this Agreement if Ryder is unable to perform due to any of the foregoing causes. If Ryder delays or discontinues any right, Ryder will not have thereby waived any of its rights. By failing to declare an act of default, Ryder does not waive that default. Ryder may act on that default at any time. NO PROTECTION OF ANY KIND (INCLUDING POW, LOW LIABILITY PROTECTION, OR SUPPLEMENTARY LIABILITY PROTECTION) WILL BE EFFECTIVE IF THE CLOSING OF ANY ADMINISTRATIVE OR FINANCIAL INSTITUTION OR THE CLOSING OF ANY COURT WITHIN ANY JUDICIAL OR OTHER DISTRICT IS IN VIOLATION OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW.