

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * *

EMPLOYERS INSURANCE COMPANY OF,
NEVADA

Appellant,

vs.

DANIEL CASTELAN,

Respondent.

Electronically Filed
Mar 03 2022 01:16 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. 83765

**MOTION FOR AN EXTENSION OF TIME FOR THE ORDER DISMISSING APPEAL
TO FILE THE AGREED UPON STIPULATION**

COMES NOW the Employers Insurance Company of Nevada, by and through its counsel David H. Benavidez, and motions for an extension of time for the Order Dismissing Appeal as Abandoned in order to file the agreed upon stipulation. On January 5, 2022, the Settlement Judge filed a Settlement Program Status Report wherein the judge noted the parties have agreed to a settlement of this matter. On January 5, 2021, Respondent counsel agreed to the terms of the Stipulation to Settle. On January 21, 2022, the claimant signed the Rehabilitation Lump Sum Agreement. On January 24, 2022, Appellant counsel asked Respondent counsel to sign the Stipulation to Dismiss per the agreement. On February 3, 2022, Appellant counsel asked Respondent counsel to return the signed Stipulation and advised it needed to be filed with the Nevada Supreme Court.

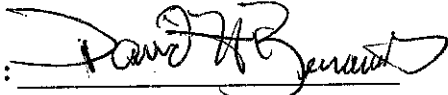
THE LAW OFFICE OF DAVID H. BENAVIDEZ
850 S. BOULDER HIGHWAY, #375
HENDERSON, NEVADA 89015
(702) 565-9730
FAX (702) 568-1301

THE LAW OFFICE OF DAVID H. BENAVIDEZ
850 S. BOULDER HIGHWAY, #375
HENDERSON, NEVADA 89015
(702) 565-9730
FAX (702) 568-1301

1 On February 3, 2022, Appellant counsel again provided the
2 stipulation. On February 4, 2022, Appellant counsel informed
3 Respondent counsel the stipulation was to be filed by that date.
4
5 On February 11, 17 and 24, 2022, Appellant counsel informed
6 Respondent counsel the Stipulation was late and asked it to be
7 returned signed. Respondent counsel did not reply to any of these
8 requests. On March 3, 2022, Respondent counsel asked that the
9 stipulation be emailed again and it would be processed. The
10 stipulation was emailed to Respondent counsel. Good cause exists
11 for the extension.
12

13 DATED this 3rd day of March, 2022.

14
15 LAW OFFICE OF DAVID H. BENAVIDEZ

16 By: 
17 David H. Benavidez, Esq.
18 Nevada Bar No. 004919
19 850 S Boulder Hwy #375
20 Henderson, NV 89015
21
22
23
24
25
26
27
28

THE LAW OFFICE OF DAVID H. BENAVIDEZ
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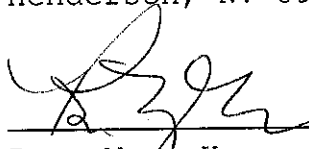
CERTIFICATE OF MAILING

I, the undersigned, declare under penalty of perjury, that I am an employee of the Law Office of David H. Benavidez, and on the 3rd day of March, 2022, I deposited the foregoing **MOTION FOR AN EXTENSION OF TIME FOR THE ORDER DISMISSING APPEAL TO FILE THE STIPULATION** in the United States Mail, with first class postage fully prepaid thereon, sent via electronic delivery, or served using the Supreme Court of Nevada's E-Flex E-file and Serve program, to the following:

Lisa Anderson, Esq.
GGRM Law Firm
2770 S Maryland Pkwy #100
Las Vegas, NV 89109

Peppermill, Inc.
ATTN: Pam Sprau
380 Brinkby Ave. Ste. B
Reno, NV 89509

Employers Ins Co of NV
ATTN: Cary Ferguson
2550 Paseo Verde Pkwy. Ste. 100
Henderson, NV 89074-9004


Rose Mary Keys, Paralegal

IN THE SUPREME COURT OF THE STATE OF NEVADA

EMPLOYERS INSURANCE COMPANY OF
NEVADA,
Appellant,
vs.
DANIEL CASTELAN,
Respondent.

No. 83765

Electronically Filed
Jan 05 2022 04:01 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

SETTLEMENT PROGRAM STATUS REPORT

A mediation session was held in this matter on 1/5, 2022

I make the following report to the court:

(check one box)

- ☒ The parties have agreed to a settlement of this matter.
☐ The parties were unable to agree to a settlement of this matter.
☐ The settlement process is continued as follows:

Date: _____ Time: _____

Location: _____

☐ Other: _____

Additional Comments:

*Parties shall file the Stipulation
to Dismiss Appeal within 30 days.*

[Signature]
Settlement Judge



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

David Benavidez <davidbenavidez@gmail.com>

Wed, Jan 5, 2022 at 3:32 PM

To: Janet Trost <janet@trostlawfirm.com>, Juan Sclafani <jsclafani@ggrmlawfirm.com>, Cary Ferguson <cferguson@employers.com>

Per the settlement agreement:

Claimant will dismiss appeal 2118178-GK set June 14, 2022 at 1:00pm.

Claimant with dismiss hearing 2204168-MT considered January 3, 2022 relating to further treatment with Dr. Shah.

Claimant will dismiss any other outstanding litigation.

Counsel for the Insurer will dismiss the Supreme Court Appeal.

Claimant and the Insurer agree the claim is closed with an 8% whole person PPD totaling \$22,337.92 relating to the accepted closed head injury.

Claimant and the Insurer agree to a vocational rehabilitation buyout of \$14,452.20. A vocational counselor will prepare the vocational buyout paperwork.

Claimant counsel will send a response email confirming his agreement to this email or any recommended changes not previously agreed to during today's settlement conference.

--
David H. Benavidez
Law Office of David H. Benavidez
850 S. Boulder Highway #375
Henderson Nevada 89015
Office: (702) 565-9730
Fax: (702) 568-1301



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

Juan Sclafani <jsclafani@ggrmlawfirm.com>

Wed, Jan 5, 2022 at 3:38 PM

To: David Benavidez <davidbenavidez@gmail.com>, Janet Trost <janet@trostlawfirm.com>, Cary Ferguson <cferguson@employers.com>

Good afternoon,

Thank you, Mr. Benavidez. Agreed.



NEVADA'S PREMIER INJURY
LAW FIRM

Juan Sclafani

Attorney

O: 702.384.1616 | F: 702.384.2990 | www.ggrmlawfirm.com

2770 S. Maryland Parkway, Suite 100, Las Vegas, NV 89109



[Quoted text hidden]

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David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

David Benavidez <davidbenavidez@gmail.com>
To: Juan Sclafani <jsclafani@ggrmlawfirm.com>

Wed, Jan 12, 2022 at 12:56 PM

See the proposed stipulation. I am waiting for a vocational counselor to prepare the voc buyout paperwork. See if any changes are required.

On Wed, Jan 5, 2022 at 3:38 PM Juan Sclafani <jsclafani@ggrmlawfirm.com> wrote:

Good afternoon,

Thank you, Mr. Benavidez. Agreed.



Juan Sclafani
Attorney

O: 702.384.1616 | F: 702.384.2990 | www.ggrmlawfirm.com

2770 S. Maryland Parkway, Suite 100, Las Vegas, NV 89109



From: David Benavidez <davidbenavidez@gmail.com>

Sent: Wednesday, January 5, 2022 3:32 PM

To: Janet Trost <janet@trostlawfirm.com>; Juan Sclafani <jsclafani@ggrmlawfirm.com>; Cary Ferguson <cferguson@employers.com>

Subject: Daniel Castelan Supreme Court No 83765

Per the settlement agreement:

Claimant will dismiss appeal 2118178-GK set June 14, 2022 at 1:00pm.

Claimant with dismiss hearing 2204168-MT considered January 3, 2022 relating to further treatment with Dr. Shah.

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Counsel for the Insurer will dismiss the Supreme Court Appeal.

Claimant and the Insurer agree the claim is closed with an 8% whole person PPD totaling \$22,337.92 relating to the accepted closed head injury.

Claimant and the Insurer agree to a vocational rehabilitation buyout of \$14,452.20. A vocational counselor will prepare the vocational buyout paperwork.

Claimant counsel will send a response email confirming his agreement to this email or any recommended changes not previously agreed to during today's settlement conference.

—
David H. Benavidez
Law Office of David H. Benavidez
850 S. Boulder Highway #375
Henderson Nevada 89015
Office: (702) 565-9730
Fax: (702) 568-1301

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—
David H. Benavidez
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Henderson Nevada 89015
Office: (702) 565-9730
Fax: (702) 568-1301

 **scstip1.7.22.pdf**
58K



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

David Benavidez <davidbenavidez@gmail.com>

Fri, Jan 14, 2022 at 6:27 AM

To: Juan Sclafani <jsclafani@ggrmlawfirm.com>

Good morning. See the voc rehab agreement to sign with the stipulation. Please sign and return for filing with the Supreme Court.

[Quoted text hidden]

3 attachments



LSBO Agmt-Castelan, D..pdf

79K



LSBO Ltr-Castelan, D.coverletter1.13.22.pdf

31K



LSBO Request Form D28.pdf

7K

REHABILITATION LUMP SUM AGREEMENT

Claim Number: 2017345360

The injured employee, Daniel Castelan, (hereinafter "injured employee"), through his attorney, Jason Mills, Esq. and Employers Insurance Group, Inc. (hereinafter "EIG, Inc.") through its rehabilitation counselor, Cindi Rivera, pursuant to Nevada Revised Statute (NRS) 616C.595, agree as follows:

1. The parties desire to enter into an agreement regarding the payment of compensation in a lump sum in lieu of vocational rehabilitation services in accordance with NRS 616C.595.
2. EIG, Inc. has determined the injured employee is eligible for rehabilitation services pursuant to NRS 616C.590.
3. The injured employee acknowledges that EIG, Inc. has provided the required vocational assessment and counseling for him as provided in NRS 616C.595(3)(a).
4. EIG, Inc. has consulted with the pre-injury employer regarding this lump sum.
5. The injured employee agrees to accept the payment of compensation instead of rehabilitation services, the amount of ~~Fourteen Thousand Four Hundred and Fifty Two Dollars with twenty cents~~ (\$14,452.20) to be paid in one lump sum.
6. The injured employee acknowledges that acceptance of this lump sum is payment instead of any further rehabilitation benefits on this claim.
7. The injured employee acknowledges that he has been informed that his physician has released him to work with the following limitations:

Medium Physical Demand Category, Occasional Floor to Waist Level Lift 45Lbs, Occasional Knee to Waist Level 48Lbs, Occasional Waist to Shoulder 31Lbs, Occasional Overhead Lift 20lbs, Occasional Carrying 30Lbs, Occasional Pushing 71Lbs, Occasional Pulling 66Lbs, Occasional Bending, Reaching Overhead, Squatting, Kneeling, Climbing, Avoiding Crawling

8. The injured employee acknowledges that this lump sum is to be used specifically for developing and obtaining an appropriate job within the physical limitations listed in paragraph seven instead of further vocational rehabilitation services.
9. The injured employee acknowledges that the insurer urged him to seek the assistance and advice of his attorney or the Nevada Attorneys for Injured Workers before signing the agreement. The injured employee is represented by an attorney and has had the opportunity to discuss the terms of a lump sum rehabilitation settlement with his attorney.

REHABILITATION LUMP SUM REQUEST

Nevada Revised Statute (NRS) 616C.595 provides for a lump sum payment instead of vocational rehabilitation services. These benefits are dependent on certain conditions. In order to receive a lump sum payment, the injured employee must understand the following:

1. The injured employee has the right to talk to an attorney before accepting the lump sum. The injured employee is urged to seek such advice. Legal advice may be provided without charge by the Nevada Attorney for Injured Workers office. The injured employee may also use a private attorney at his own expense. The use and choice of attorney are solely the decision of the injured employee. The insurer makes no recommendation regarding the selection of an attorney.
2. The injured employee will have twenty (20) days to cancel the agreement after the agreement is signed. The 20 day period cannot be waived. At any time during this period, the injured employee may submit written notification to the insurer that rehabilitation services are requested and the lump sum request will be canceled.
3. The injured employee's acceptance of a lump sum payment extinguishes the injured employee's right to receive vocational rehabilitation services, including maintenance payments.
4. If the insurer has been ordered by the Child Support Division of the District Attorney's office to deduct child support payments from benefits, such payments will be deducted from the lump sum rehabilitation payment.
5. If the injured employee takes a vocational rehabilitation lump sum payment, injured employee cannot receive any further rehabilitation services on this claim.
6. Approval of a lump sum by the insurer is not an approval of the plan presented by the injured employee. Other rehabilitation services may be provided if the lump sum is denied.
7. Under NRS 616C.595(1), an insurer's refusal to enter into a written agreement providing for payment in a lump sum may not be appealed.

These conditions are to be fully explained to the injured employee.

I have had the above statements about accepting of a lump sum instead of rehabilitation explained to me. I fully understand these statements and choose to accept a lump sum.

Daniel Castelan 617301680
Injured Employee SSN #

2017341360
Claim Number

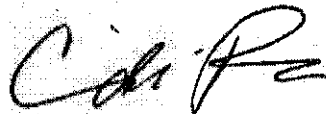
[Signature]
Witness

1/21/2022
Date


10. The injured employee understands he has a statutory right to change his mind about this agreement within twenty (20) days of signing it.
11. The injured employee agrees that acceptance of the lump sum amount, specified in paragraph five of this agreement, means that he gives up the right to receive any other vocational rehabilitation benefits or services, including Temporary Partial Disability payments, either now or in the future, on this claim.

IT IS SO AGREED.

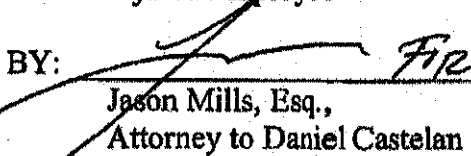
Dated: 01/24/2022

BY: 
Cindi Rivera, M.A., C.D.M.S.
Rehabilitation Counselor

Dated: 1/21/2022

BY: 
Daniel Castelan,
Injured Employee

Date: 1/21/2022

BY:  FIR
Jason Mills, Esq.,
Attorney to Daniel Castelan

AFFIDAVIT

STATE OF NEVADA: ss.
COUNTY OF CLARK

I, Daniel Castelan, hereby swear under penalty of perjury that the assertions of this affidavit are true.


1. I have been advised to seek the services of Nevada Attorneys for Injured Workers or of private counsel.
2. I am represented by counsel, Jason Mills, Esq.
3. I have read the foregoing stipulated settlement; and
4. I understand and agree to the terms and conditions contained herein.
5. I have had the foregoing document fully explained to me and have discussed this with my counsel to answer any questions; and
6. I am entering into the stipulated agreement voluntarily and without any duress or coercion.

Further affiant sayeth not.

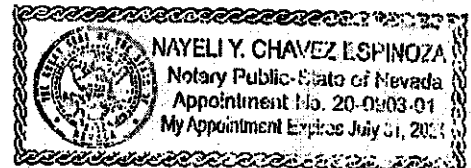

Daniel Castelan

SUBSCRIBED and SWORN to before me

This 21 day of January 2022


Notary Public

(Seal)





David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

David Benavidez <davidbenavidez@gmail.com>

Mon, Jan 24, 2022 at 6:49 AM

To: Juan Sclafani <jsclafani@ggrmlawfirm.com>

Juan can you please sign this stipulation to complete our agreement. If changes are necessary please advise today.

On Wed, Jan 12, 2022 at 12:56 PM David Benavidez <davidbenavidez@gmail.com> wrote:

[Quoted text hidden]

[Quoted text hidden]

THE LAW OFFICE OF DAVID H. BENAVIDEZ
850 S. BOULDER HIGHWAY, #375
HENDERSON, NEVADA 89015
(702) 565-9730
FAX (702) 568-1301

* * * *

Appellant,

VS.

DANIEL CASTELAN,

Respondent.

Supreme Court No. 83765

The parties to this appeal stipulate that:

1. The Claimant will dismiss Appeal 211878-GK currently set on June 14, 2022.
2. The claimant will dismiss Hearing 2204168-MT relating to further treatment with Dr. Shah, which was considered by the Hearing Officer on January 3, 2022.
3. The Claimant will dismiss any other outstanding litigation.
4. The Insurer agrees to pay and the Claimant agrees to accept an 8% permanent partial disability award totaling twenty two thousand three hundred thirty seven dollars and ninety two cents (\$22,337.92) for the accepted closed head injury.
5. The Insurer agrees to pay and the Claimant agrees to accept a vocational rehabilitation buyout of fourteen thousand four

1 hundred fifty two dollars and twenty cents (\$14,452.20). A
2 Vocational Counselor will prepare the paperwork.

3
4 6. The parties agree to bear their own fees and costs.

5 DATED this _____ day of January, 2022.

6
7 COUNSEL FOR THE APPELLANT

COUNSEL FOR RESPONDENT

8
9 David H. Benavidez, Esq.
10 Nevada Bar No. 004919
11 850 S Boulder Hwy #375
12 Henderson, NV 89015

Juan Sclafani, Esq.
GGRM Law Firm
2770 S. Maryland Pkwy #100
Las Vegas, NV 89109

THE LAW OFFICE OF DAVID H. BENAVIDEZ
850 S. BOULDER HIGHWAY, #375
HENDERSON, NEVADA 89015
(702) 565-9730
FAX (702) 568-1301

CERTIFICATE OF MAILING

I, the undersigned, declare under penalty of perjury, that I am an employee of the Law Office of David H. Benavidez, and on the _____ day of January, 2022, I deposited the foregoing **STIPULATION TO VOLUNTARILY DISMISS APPEAL PURSUANT TO SETTLEMENT** in the United States Mail, with first class postage fully prepaid thereon, sent via electronic delivery, or served using the Supreme Court of Nevada's E-Flex E-file and Serve program, to the following:

Juan Sclafani, Esq.
GGRM Law Firm
2770 S Maryland Pkwy #100
Las Vegas, NV 89109

Peppermill, Inc.
ATTN: Pam Sprau
380 Brinkby Ave. Ste. B
Reno, NV 89509

Employers Ins Co of NV
ATTN: Cary Ferguson
2550 Paseo Verde Pkwy. Ste. 100
Henderson, NV 89074-9004

Rose Mary Keys, Paralegal



David Benavidez <davidbenavidez@gmail.com>

Castelan

David Benavidez <davidbenavidez@gmail.com>
To: Juan Sclafani <jsclafani@ggrmlawfirm.com>

Mon, Jan 24, 2022 at 6:53 AM

Mr. Sclafani please sign this stipulation to complete our agreement. If changes are necessary please advise.

--
David H. Benavidez
Law Office of David H. Benavidez
850 S. Boulder Highway #375
Henderson Nevada 89015
Office: (702) 565-9730
Fax: (702) 568-1301

 **scstip1.7.22.pdf**
58K



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan 2208079-JRS 3/1 @ 1:30

David Benavidez <davidbenavidez@gmail.com>

Wed, Jan 26, 2022 at 4:18 PM

To: Juan Sclafani <jsclafani@ggrmlawfirm.com>

Good afternoon, Attorney Sclafani,

Will you dismiss this appeal or can we continue for a status check pending the Supreme Court filings? Please advise.

Thank you,

Rose Mary Keys
Paralegal

--
David H. Benavidez
Law Office of David H. Benavidez
850 S. Boulder Highway #375
Henderson Nevada 89015
Office: (702) 565-9730
Fax: (702) 568-1301



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

David Benavidez <davidbenavidez@gmail.com>

Thu, Feb 3, 2022 at 2:34 PM

To: Juan Sclafani <jsclafani@ggrmlawfirm.com>, Lisa Anderson <landerson@ggrmlawfirm.com>

Good afternoon, Attorney Sclafani,

We have the signed voc rehab paperwork. Please advise the status of returning to signed stipulation to our office. We need to get this filed with the Supreme Court ASAP.

Thank you,

Rose Mary Keys
Paralegal

[Quoted text hidden]



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

Lisa Anderson <landerson@ggrmlawfirm.com>

Thu, Feb 3, 2022 at 3:56 PM

To: David Benavidez <davidbenavidez@gmail.com>, Juan Sclafani <jsclafani@ggrmlawfirm.com>

Hi David! I will follow up on this, BUT I do not see a stip. Would you be so kind as to rescan it to me and I will process accordingly. Lisa



NEVADA'S PREMIER INJURY
LAW FIRM

Lisa Anderson
Workers Compensation Partner

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

David Benavidez <davidbenavidez@gmail.com>
To: Lisa Anderson <landerson@ggrmlawfirm.com>
Cc: Juan Sclafani <jsclafani@ggrmlawfirm.com>

Thu, Feb 3, 2022 at 4:38 PM

Please see attached stipulation.

Thank you,

Rose Mary Keys
Paralegal
[Quoted text hidden]

 **scstip1.7.22.pdf**
58K



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

David Benavidez <davidbenavidez@gmail.com>
To: Lisa Anderson <landerson@ggrmlawfirm.com>
Cc: Juan Sclafani <jsclafani@ggrmlawfirm.com>

Fri, Feb 4, 2022 at 7:13 AM

This stip needs to be filed today per my notes.

[Quoted text hidden]



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

David Benavidez <davidbenavidez@gmail.com>
To: Lisa Anderson <landerson@ggrmlawfirm.com>
Cc: Juan Sclafani <jsclafani@ggrmlawfirm.com>

Fri, Feb 11, 2022 at 10:56 AM

We are now late on this stip. It needs to be submitted. We only have the voc rehab paperwork. Please sign and return ASAP.

Also, are you going to dismiss 2208079-JRS scheduled on 3/1?

[Quoted text hidden]



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan Supreme Court No 83765

David Benavidez <davidbenavidez@gmail.com>

Thu, Feb 17, 2022 at 1:07 PM

To: Juan Sclafani <jsclafani@ggrmlawfirm.com>, Lisa Anderson <landerson@ggrmlawfirm.com>, Jason Mills <jmills@ggrmlawfirm.com>

Can you please sign and return the supreme court stipulation. This was sent January 12, 2022 following the supreme court settlement. I am now in receipt of an evidence packet in JRS.

[Quoted text hidden]

7 attachments

NEVADA'S PREMIER INJURY
LAW FIRM

image001.png
16K



image006.png
2K



image005.png
1K



image002.png
1K



image003.png
1K



image004.png
2K



scstip1.7.22.pdf
58K



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan 2208079-JRS 3/1 @ 1:30

David Benavidez <davidbenavidez@gmail.com>

Thu, Feb 17, 2022 at 1:10 PM

To: Lisa Anderson <landerson@ggrmlawfirm.com>, Juan Sclafani <jsclafani@ggrmlawfirm.com>, Jason Mills <jmills@ggrmlawfirm.com>

See the email asking to move the JRS appeal to a status check pending the supreme court filings.

[Quoted text hidden]



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan 2017345360

David Benavidez <davidbenavidez@gmail.com>

Thu, Feb 17, 2022 at 1:37 PM

To: Employers <claimsmail@employers.com>, Cary Ferguson <cferguson@employers.com>

I am asking again for claimant to sign/honor our Supreme Court Settlement Agreement.

--
David H. Benavidez
Law Office of David H. Benavidez
850 S. Boulder Highway #375
Henderson Nevada 89015
Office: (702) 565-9730
Fax: (702) 568-1301

 **claimants evi.pdf**
409K



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan 2208079-JRS 3/1 @ 1:30

David Benavidez <davidbenavidez@gmail.com>

Thu, Feb 24, 2022 at 4:45 PM

To: Lisa Anderson <landerson@ggrmlawfirm.com>, Juan Sclafani <jsclafani@ggrmlawfirm.com>, Jason Mills <jmills@ggrmlawfirm.com>

Good afternoon, Attorneys Anderson, Sclafani and Mills,

Can we please get an answer regarding dismissing the appeal or continuing for a status check pending the Supreme Court filings? Also, the SC stip was due on February 4, 2022. Why has it not been returned? Is there anything we can do to facilitate this? Please advise!

Thank you,

Rose Mary Keys
Paralegal

[Quoted text hidden]



David Benavidez <davidbenavidez@gmail.com>

(no subject)

David Benavidez <davidbenavidez@gmail.com>

Thu, Mar 3, 2022 at 11:26 AM

To: davidbenavidez@gmail.com

Just received an email from supreme court on castelan dismissing the appeal claiming a lack of contact. Where is the stip? We will contact the court?



David Benavidez <davidbenavidez@gmail.com>

(no subject)

David Benavidez <davidbenavidez@gmail.com>
To: David Benavidez <davidbenavidez@gmail.com>

Thu, Mar 3, 2022 at 11:26 AM

Can you have somebody at your office resend the stipulation right now because I know I've seen it but I cannot locate it and I just searched my emails to try to find it and maybe I saw it in his meeting Juan's emails but if you just send me the document right now I will process it for you.



David Benavidez <davidbenavidez@gmail.com>

Daniel Castelan 2208079-JRS 3/1 @ 1:30

David Benavidez <davidbenavidez@gmail.com>

Thu, Mar 3, 2022 at 11:27 AM

To: Lisa Anderson <landerson@ggrmlawfirm.com>, Juan Sclafani <jsclafani@ggrmlawfirm.com>, Jason Mills <jmills@ggrmlawfirm.com>

Good afternoon, Attorney Anderson,

Per your text with David, please see the attached stipulation and return with signatures today for filing with the Supreme Court.

Thank you,

Rose Mary Keys
Paralegal

[Quoted text hidden]

 **scstip1.7.22.pdf**
58K

IN THE SUPREME COURT OF THE STATE OF NEVADA

EMPLOYERS INSURANCE COMPANY
OF NEVADA,

Appellant,

vs.

DANIEL CASTELAN,

Respondent.

No. 83765

FILED

MAR 03 2022

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DISMISSING APPEAL AS ABANDONED

After the settlement judge reported that the parties had agreed to a settlement, this court entered an order directing appellant to file a stipulation or motion to dismiss this appeal or otherwise inform this court of the status of this appeal within 30 days. To date, appellant has not responded to our order or otherwise communicated with this court. Accordingly, cause appearing, we dismiss this appeal as abandoned.

It is so ORDERED.¹

CLERK OF THE SUPREME COURT
ELIZABETH A. BROWN

BY: S. Young

cc: Hon. Adriana Escobar, District Judge
Janet Trost, Settlement Judge
Law Offices of David Benavidez
Greenman Goldberg Raby & Martinez
Eighth District Court Clerk

¹In light of this order, we take no action on appellant's December 10, 2021, emergency motion for stay per NRAP 27(e) and NRAP 8.