

Electronically Filed
Nov 15 2021 08:33 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

RE: Claim Number: 28-02D2-38F
Date of Loss: June 4, 2019
Our Insured: John Kern

Dear John Kern:

As discussed, you understand we will attempt to recover the money paid on this property damage claim, including your deductible. We will keep you informed on our progress.

If you incurred any additional property damages which were not covered by your policy, you should contact the liable party or that person's liability insurance carrier to request payment for those property damages. That contact information is as follows:


Liable Party: Ramiro Mendez Cuevas
Name of Liability Carrier: Eastern Atlantic Insurance
Claim Representative: Mark Sprague
Address: PO Box 4499 Harrisburg PA 17111-0499
Phone Number: (866) 239-2455 x2375
Claim Number: 9171
Email: mark.sprague@iadclaims.com

You can enjoy the benefits of online registration. Benefits include 24/7 access to your claim progress and staying connected to State Farm®. Just go to **statefarm.com**® and select Manage Your Claim to get registered. All you need to complete the process is some initial information, which may include your claim number, email address, and/or your State Farm policy or account number. It only takes a few minutes. If you are already registered, thank you!

Sincerely,

Rochelle Brown
Claim Associate
(877) 787-8276 Ext. 2059444908

State Farm Mutual Automobile Insurance Company

From: Kevin Holtman kholtman@holtmanlaw.com 
Subject: Re: File and Drop Letter
Date: July 15, 2020 at 3:26 PM
To: John Kern johnekern@gmail.com

KH

You are 100% correct. I apologize, I have updated the drop letter to reflect that language.

Kevin D. Holtman, Esq.
Law Office of Kevin D. Holtman
P.O. Box 371929
Las Vegas, Nevada 89137
Phone: (702) 569-4789
Fax: (702) 548-1583

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IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

On Wed, Jul 15, 2020 at 3:00 PM John Kern <johnekern@gmail.com> wrote:

Thank you. You had also agreed to include in your letter a release for any and all liens you might have on the claim. I didn't see that in the letter.

> On Jul 15, 2020, at 2:40 PM, Kevin Holtman <kholtman@holtmanlaw.com> wrote:

>

> John,

>

> Attached is a copy of your file with a letter ceasing my representation. I have also mailed a hard copy of the file as well.

>

>

> J.Kern File.pdf

>

>

>

> Kevin D. Holtman, Esq.

> Law Office of Kevin D. Holtman
> P.O. Box 371929
> Las Vegas, Nevada 89137
> Phone: (702) 569-4789
> Fax: (702) 548-1583

>
>
>

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>

LAW OFFICE OF KEVIN D. HOLTMAN

Kevin D. Holtman, Esq.
Member: Nevada Bar
kholtman@holtmanlaw.com

P.O. Box 371929
Las Vegas, Nevada 89137
Telephone: (702) 569-4789
Facsimile: (702) 548-1583

July 15, 2020

John Kern
5805 Cozumel Pl.
Las Vegas, Nevada 89131

Re: Representation

Dear Mr. Kern:

At your request, I will no longer be representing you regarding your automobile accident on June 4, 2019. I have included a copy of your file with this letter. As of the date of this letter, I will cease any further representation of you. I am releasing any and all liens Kevin Holtman and/or the Law Office of Kevin D. Holtman has with regards to this claim.

Please be advised that the statute of limitations for your claim will expire on June 4,

2021. As such you must file a lawsuit on or before that date to preserve your claim.

Very truly yours,

A handwritten signature in black ink, appearing to read "KHoltman", written over a horizontal line.

Kevin D. Holtman, Esq.

From: Kevin Holtman kholtman@holtmanlaw.com
Subject: Re: Insurance Claim Status
Date: July 8, 2020 at 7:53 AM
To: John Kern johnekern@gmail.com

KH

John,

I apologize for the delayed response and not getting back to you on your calls. I have been attempting to get your matter resolved, but since the COVID pandemic started I have been having difficulty reaching the insurance company. I am still trying to get this matter resolved for you, or if you feel that I am not representing you in a way that you are satisfied with I can send you your file at your request. Please let me know if you no longer wish for me to represent you on this claim and I will send you the file and a letter releasing any and all liens on the claim.

Thank you.

Kevin D. Holtman, Esq.
Law Office of Kevin D. Holtman
P.O. Box 371929
Las Vegas, Nevada 89137
Phone: (702) 569-4789
Fax: (702) 548-1583

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On Wed, Jul 1, 2020 at 11:29 AM John Kern <johnekern@gmail.com> wrote:

Mr Holtman,

I have attempted to contact you more than ten times via telephone and text over the last seven months to obtain status on my claim from my June 4, 2019 motorcycle accident. If I don't hear from you within seven business days I will be filing a complaint with the State Bar of Nevada's Office of Bar Counsel. I feel that you are not meeting your professional responsibility specifically "keeping the client reasonably

informed about the status of the matter". No contact in more than seven months is unacceptable especially given the number of times I have attempted to contact you.

My preference for you is to contact me by replying to this email.

For any reason if you are unable to continue representing me then please send my file to me at my home address and include a release for any lien you might have on my claim.

John Kern
5805 Cozumel Place
Las Vegas, NV 89131

From: John Kern johnekern@gmail.com
Subject: Re: Insurance Claim Status
Date: July 11, 2020 at 7:17 AM
To: Kevin Holtman kholtman@holtmanlaw.com



I no longer wish for you to represent me on this claim. Please expedite sending me my file and a letter releasing any and all liens you might have on the claim. I am planning on being home Wednesday July 15 if you want to either drop it off or express mail it so it arrives on that date.

Which insurance company is handling my claim?

Thank you

On Jul 8, 2020, at 07:53, Kevin Holtman <kholtman@holtmanlaw.com> wrote:

Please let me know if you no longer wish for me to represent you on this claim and I will send you the file and a letter releasing any and all liens on the claim.

From: John Kern johnekern@gmail.com
Subject: Fwd: State Farm claim - deductible refund
Date: August 30, 2019 at 3:09 PM
To: Kevin Holtman kholtman@holtmanlaw.com



What's going on with my case

Begin forwarded message:

From: "State Farm" <statefarminfo@statefarminfo.com>
Date: August 30, 2019 at 11:16:24 PDT
To: <JOHNEKERN@GMAIL.COM>
Subject: State Farm claim - deductible refund
Reply-To: "Statefarminfo@Statefarm.com" <reply-fe1573766101-9_HTML-63967851-7003172-2756515@statefarminfo.com>



Claim: 28-02D2-38F
Date of Loss: 06/04/2019



Hello, John. We refunded \$500.00 of your deductible on 08/30/2019.
You'll receive a more detailed explanation of the deductible refund by postal mail.



[Go to Your Claim Dashboard](#)

Review your claim, coverage or policy any time.

CLAIM DETAILS

Claim number
28-02D2-38F

Named Insured
John Kern

Date of loss
06/04/2019

YOUR CLAIM CONTACT

Claim Team
877-787-8276, ext.

Mon-Fri: 7:00 a.m. - 7:00 p.m.
Closed Saturday-Sunday



Get text updates and manage your communication preferences

Log in to [Customer Profile and Preferences](#) to update your communication preferences.

Stay Connected with State Farm



Email intended for: John Kern

Please do not reply to this message. This email was sent from a notification-only address that cannot accept incoming

emails.

If you need to call us and you are deaf, hard of hearing, or do not use your voice to communicate, you may contact us via 711 or other relay services.

You received this email at JOHNEKERN@GMAIL.COM because you have a State Farm policy/account or you have requested information from State Farm. If you do not want to receive State Farm emails, you may [opt out](#). If you prefer, write to us: State Farm Mutual Automobile Insurance Company, Mail Response Center, 1 State Farm Plaza, Bloomington, IL 61710.

For your protection, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number or health/medical information in an email. Call your State Farm agent or [State Farm customer service](#) to discuss sensitive information.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

For Office Use Only: 08/30/2019

[Contact Us](#) [Privacy Policy](#) [Terms of Use](#)

1007966

2005 150465 205 10-29-2018

From: Kevin Holtman kholtman@holtmanlaw.com
Subject: Re: Enterprise Letter
Date: June 18, 2019 at 8:29 AM
To: John Kern johnekern@gmail.com

KH

Thanks. Looks like the drive may have used their insurance. I will send them my rep letter and keep you posted.

Kevin D. Holtman, Esq.
Law Office of Kevin D. Holtman
P.O. Box 371929
Las Vegas, Nevada 89137
Phone: [\(702\) 569-4789](tel:(702)569-4789)
Fax: [\(702\) 548-1583](tel:(702)548-1583)

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On Jun 17, 2019, at 4:17 PM, John Kern <johnekern@gmail.com> wrote:

Kevin,
Greetings. I received this letter in the mail today.
John

<[Enterprise 2019-0606.pdf](#)>

From: Kevin Holtman kholtman@holtmanlaw.com
Subject: Re: PT Status & Damaged Shoes
Date: June 14, 2019 at 12:50 PM
To: John Kern johnekern@gmail.com

KH

Thanks. I will make sure to include this in the demand.


Kevin D. Holtman, Esq.
Law Office of Kevin D. Holtman
P.O. Box 371929
Las Vegas, Nevada 89137
Phone: (702) 569-4789
Fax: (702) 548-1583

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On Thu, Jun 13, 2019 at 7:06 PM John Kern <johnekern@gmail.com> wrote:

Kevin,
Greetings,
Went to PT twice this week and have appointment for two next week. Find out then how many more. Photos of shoes damaged in this accident and the order to replace them. The one on the left looks brand new because they were only worn for a few weeks before the accident.
Thanks
John

From: Allen, Natasha Natasha.Allen@ehi.com 
Subject: RE: Status Claim Number 14533357
Date: July 10, 2020 at 7:32 AM
To: johnekern@gmail.com

NA

Hello,

We are not handling your claim. Our renter had personal out insurance at the time of this loss and they are handling your claim. Please give them a call. Their information is below:

INTEGRITY ADMIN INS-HARRISBURG - adjuster: Sprague , Mark
866-239-2455
Claim: 9171

Thank you



Natasha Allen
Claims Liability Representative II
Hablo Espanol

Alamo/Enterprise/National Claims
Phone: 657-221-4664
Fax: 657-221-4693
Natasha.Allen@ehi.com

Work Hours:
Tuesday- Friday 7:00am-5:30pm Pacific time.

Elco Claims Services
PO Box 1669
Orange, CA 92856

From: Martin, Kristin P <Kristin.P.Martin@ehi.com>
Sent: Wednesday, July 8, 2020 10:47 AM
To: Allen, Natasha <Natasha.Allen@ehi.com>
Subject: FW: Status Claim Number 14533357





A handwritten signature in black ink that reads "Kristin Martin".

Kristin Martin, CASA
Liability Supervisor

720-622-9244 fax
kristin.p.martin@ehi.com

ELCO Claims Services
PO Box 350700
Westminster, CO 80035
enterprise.com

From: John Kern <johnekern@gmail.com>
Sent: Wednesday, July 8, 2020 10:48 AM
To: ELCO-14 <ELCO-14@ehi.com>; natash.allen@ehi.com
Subject: Status Claim Number 14533357

Elco Claim Services

Dear Sir/Madam,

Could you give me the status of my claim. Claim Number 14533357 & Date of Loss June 4, 2019.

Thank you

John Kern

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5805 Cozumel Place
Las Vegas, NV 89131
702-998-4226 (Home)

Fax

To: Kevin D. Holtman
Attorney at Law

From: John E. Kern

Fax: 1-702-548-1583

Pages: One

Phone: 1-702-5694789

Date: July 1, 2020

Re: Insurance Claim

cc: Name

☒ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Mr Holtman,

I have attempted to contact you more than ten times via telephone and text over the last seven months to obtain status on my claim from my June 4, 2019 motorcycle accident. If I don't hear from you within seven business days I will be filing a complaint with the State Bar of Nevada's Office of Bar Counsel. I feel that you are not meeting your professional responsibility specifically "keeping the client reasonably informed about the status of the matter". No contact in more than seven months is unacceptable especially given the number of times I have attempted to contact you.

My preference for you is to contact me by replying to the email that I sent you from johnkern@gmail.com.

For any reason if you are unable to continue representing me then please send my file to me at my home address and include a release for any lien you might have on my claim.

John Kern
5805 Cozumel Place
Las Vegas, NV 89131

TRANSMISSION VERIFICATION REPORT

TIME : 07/01/2020 13:41
NAME :
FAX :
SER.# : U62905C2F224102

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

07/01 12:56
7025481583
00:00:22
01
OK
STANDARD
ECM

LAW OFFICE OF KEVIN D. HOLTMAN

Kevin D. Holtman, Esq.
Member: Nevada Bar
Kholtman@holtmanlaw.com

P.O. Box 371929
Las Vegas, Nevada 89137
Telephone: (702) 569-4789
Facsimile: (702) 548-1583

July 15, 2020

John Kern
5805 Cozumel Pl.
Las Vegas, Nevada 89131

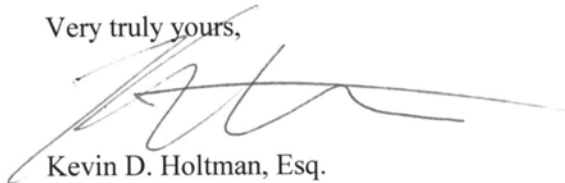
Re: Representation

Dear Mr. Kern:

At your request, I will no longer be representing you regarding your automobile accident on June 4, 2019. I have included a copy of your file with this letter. As of the date of this letter, I will cease any further representation of you. I am releasing any and all liens Kevin Holtman and/or the Law Office of Kevin D. Holtman has with regards to this claim.

Please be advised that the statute of limitations for your claim will expire on June 4, 2021. As such you must file a lawsuit on or before that date to preserve your claim.

Very truly yours,



Kevin D. Holtman, Esq.

STATE BAR OF NEVADA

November 13, 2020

Kevin Holtman, Esq.
Law Office of Kevin D. Holtman
P.O. Box 371929
Las Vegas, NV 89137

VIA Email: kholtman@holtmanlaw.com

RE: Grievance File #OBC20-1208/John Kern

Dear Mr. Holtman:

The Office of Bar Counsel has received the enclosed correspondence from John Kern.

Please provide your written input to the specific issues raised. A grievance file has not been opened at this time. However, should a file be opened, you will be notified and given a full opportunity to respond.

With your response, please provide the Office of Bar Counsel with copies of, all documents and exhibits.

Please give this matter your earliest attention. Your response shall be calendared for two (2) weeks from the date of this letter.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

PJP/bkm

Enclosure



3100 W. Charleston Blvd
Suite 100
Las Vegas, NV 89102
[phone 702.382.2200](tel:702.382.2200)
[toll free 800.254.2797](tel:800.254.2797)
[fax 702.385.2878](tel:702.385.2878)

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
[phone 775.329.4100](tel:775.329.4100)
[fax 775.329.0522](tel:775.329.0522)

www.nvbar.org

Exhibit 2

STATE BAR OF NEVADA

December 3, 2020

Regular and Certified Mail: 7020 1290 0001 2717 6450

Kevin Holtman, Esq.
Law Office of Kevin D. Holtman
P.O. Box 371929
Las Vegas, NV 89137

VIA Email: kholtman@holtmanlaw.com

RE: Grievance File #OBC20-1208/John Kern

Dear Mr. Holtman:

The Office of Bar Counsel has received no response to our letter dated November 13, 2020, copy of which is enclosed.

If no response is received from you, a grievance file will be opened and the complaint will be referred to the screening panel of the Southern Nevada Disciplinary Board, which will consider the complaint on the assumption that all of the allegations made in the letter of complaint are true. In addition, the panel will be asked to consider your failure to respond as a failure to cooperate with the State Bar in its efforts to enforce Rules of Professional Conduct, which will be considered as a separate disciplinary violation pursuant to RPC 8.1(b) (Bar Admission and Disciplinary Matters).

Your response shall be calendared for December 17, 2020.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

PJP/bkm

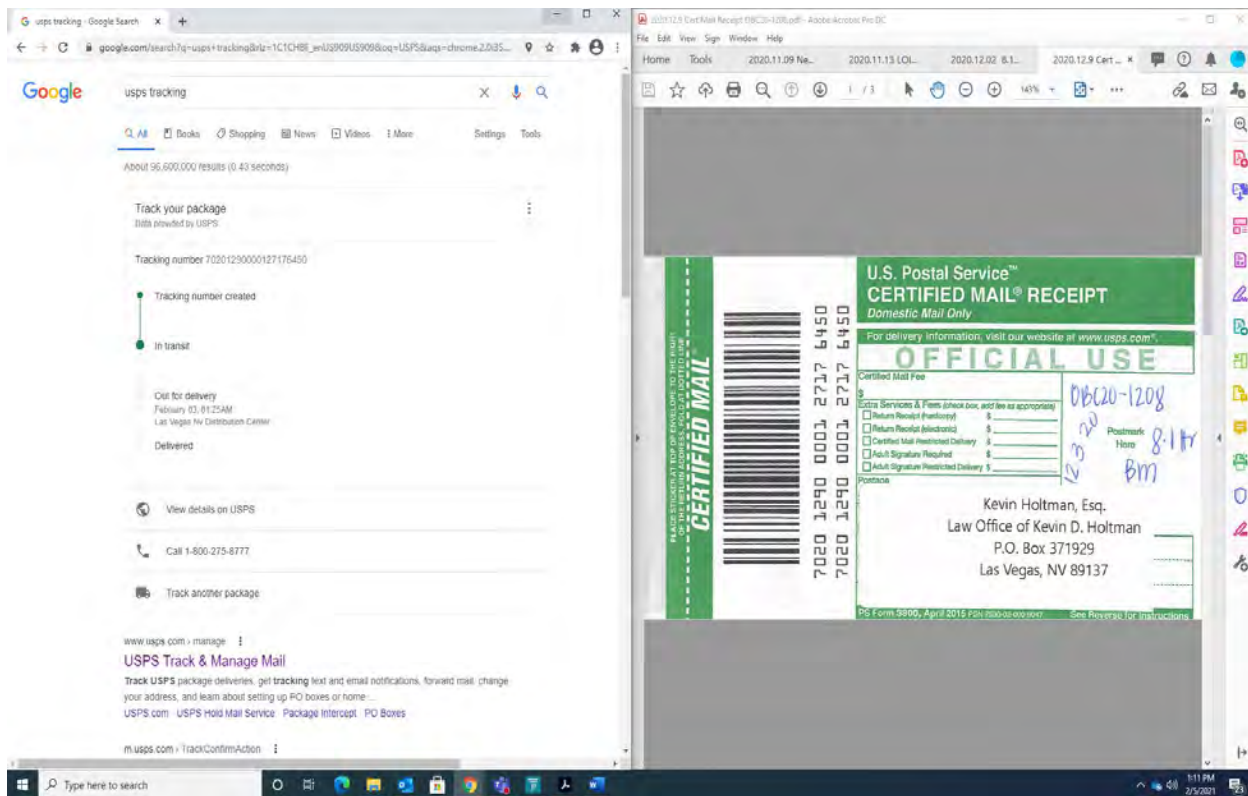
Enclosure



3100 W. Charleston Blvd
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org



SBN Page 040

BERTILD JASMIN
4700 W ROCHELLE AVE 248
LAS VEGAS NV, 89103

Hello my name is Bertild Jasmin and my wife Angelique Pierre
We would like to make a complaint towards my lawyer Kevin D.
Holtman, esq P.O box 3719296 las Vegas, Nevada 89137
attorney for plaintiffs. The reason why we made a complaint
against him is because my Wife and I had a car accident on April
1st 2016 we hired him as our lawyer. The case is closed this
happened 4 years ago. The other car had two people inside the
driver and passenger. The passenger already got his money
they gave him \$8500. I tried calling Kevin almost every day he
never called me back he always put me to voicemail. On March
5th 2020. He called me back he told me Jasmin give me about 3
months I'm going to the courtroom with the insurance
company after that he told me I'll let you know when you get
the insurance money. I didn't hear from him since he told me
that. I called My Insurance Company and they told me I was set.
Although, it was the other person fault that hit my car. I called
Kevin again and he sent me a text saying I will be filling a
motion to withdraw from representing you. Please provide a
current mailing address so I can send your file to you. I will no
longer be your attorney. I don't understand why he sent me
that text I believe he set up with the insurance company and he
kept my wife and I money this is the reason why I would like to
file a complaint against him we still haven't got paid . His cell is
702-569-4789 fax 702-568-4789

Exhibit 1

BERTILD JASMIN
4700 W ROCHELLE AVE 248
LAS VEGAS NV, 89103

You can call me at 954-505-1964 thank you very much I hope
you take this serious for me please give me a call.

STATE BAR OF NEVADA

December 3, 2020

Kevin Holtman, Esq.

Law Office of Kevin D. Holtman
P.O. Box 371929
Las Vegas, NV 89137

VIA Email: kholtman@holtmanlaw.com

RE: Grievance File #OBC20-1249/Bertild Jasmin

Dear Mr. Holtman:

The Office of Bar Counsel has received the enclosed correspondence from Bertild Jasmin.

Please provide your written input to the specific issues raised. A grievance file has not been opened at this time. However, should a file be opened, you will be notified and given a full opportunity to respond.

With your response, please provide the Office of Bar Counsel with copies of, all documents and exhibits.

Please give this matter your earliest attention. Your response shall be calendared for two (2) weeks from the date of this letter.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

PJP/bkm

Enclosure



3100 W. Charleston Blvd
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

Exhibit 2

DISTRICT COURT CIVIL COVER SHEET

A-17-754280-C

County, Nevada

VIII

Case No. _____
(Assigned by Clerk's Office)**I. Party Information** (provide both home and mailing addresses if different)

| | |
|---|--|
| Plaintiff(s) (name/address/phone): LAL MOHAMMAD | Defendant(s) (name/address/phone): Bertild Jasmin, Mohammad Aqa, Abdul Salam |
| Attorney (name/address/phone): Zoe Terry, Esq. (702) 726-6797 TERRY LAW GROUP PC 410 S. Rampart Blvd, Ste 390 Las Vegas, NV 89145 | Attorney (name/address/phone): |

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

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

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

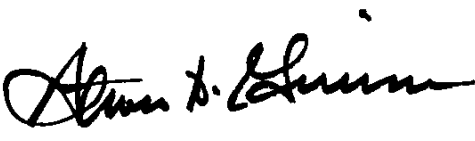
April 30, 2017

Date

Susan Delo

Signature of initiating party or representative

See other side for family-related case filings.


CLERK OF THE COURT

1 **COMP**
2 Zoe Terry, Esq.
3 Nevada Bar No. 10900
4 TERRY LAW GROUP, PC
5 410 S. Rampart Blvd., Suite 390
6 Las Vegas, Nevada 89145
7 Telephone: (702) 726-6797
8 Facsimile: (702) 726-6818
9 Email: zoe@terrylawgroup.com
10 Attorneys for Plaintiff

7
8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 LAL MOHAMMAD,)
11)
12 Plaintiff,) CASE NO.: A-17-754280-C
13) DEPT NO.: VIII
14 vs.)
15)
16 BERTILD JASMIN, MOHAMMAD AQA,)
17 ABDULL SALAM, DOES I through V,)
18 and ROE corporations I through V,)
19 inclusive,)
20)
21 Defendants.)

22 **COMPLAINT**

23 Plaintiff, LAL MOHAMMAD, by and through his attorney of record, Zoe Terry, Esq., of the
24 law firm TERRY LAW GROUP, PC, in accordance with the Nevada Rules of Civil Procedure, brings
25 this Complaint against Defendants by alleging as follows.

26 **GENERAL ALLEGATIONS**

27 **I**

28 At all times pertinent hereto, Plaintiff, LAL MOHAMMAD, was a resident of the County of
Clark, State of Nevada.

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1 II

2 Upon information and belief, Defendants BERTILD JASMIN, MOHAMMAD AQA and
3 ABDULL SALAM were, and still are, individuals domiciled in the County of Clark, State of Nevada.

4 III

5 That the true names and capacities, whether individual, corporate, associate, or otherwise of
6 Defendant DOES I through V, and/or ROE CORPORATIONS I through V, inclusive, are unknown to
7 Plaintiff who, therefore, sues said Defendants by such fictitious names. Plaintiff is informed and
8 believes and thereupon alleges each of the Defendants designated herein as a DOE and/or ROE
9 CORPORATION is responsible in some manner for the events and happenings herein referred to, and
10 in some manner caused the injuries and damages proximately thereby to Plaintiff. Plaintiff will seek to
11 amend this Complaint to insert the true identities of Defendant DOES I through V, and/or ROE
12 CORPORATIONS I through V, inclusive, when the same has been ascertained by Plaintiff, together
13 with the appropriate charging allegations, and to join such Defendants in this action.
14

15 IV

16 At all times herein mentioned, and particularly on or about April 1, 2016, LAL MOHAMMAD
17 was a passenger in a 1997 Toyota Avalon operated by Defendant, MOHAMMADA AQA and owned
18 by ABDULL SALAM traveling northbound on Decatur Boulevard in Las Vegas, Nevada. Defendant
19 BERTILD JASMIN was operating a 2004 Dodge Durango travelling eastbound on Hacienda,
20 approaching Decatur Boulevard. MOHAMMAD AQA entered the intersection and was struck on the
21 left driver's side by BERTILD JASMIN. As a result of the incident, LAL MOHAMMAD sustained
22 serious bodily injuries. The vehicle driven by MOHAMMAD AQA rotated 270 degrees counter
23 clockwise coming to a rest on the north side of the intersection in the southbound right turn lane.
24

25 ///

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27 ///

1 **FIRST CAUSE OF ACTION**
2 **(Negligence – All Defendants)**

3 **V**

4 Plaintiff repeats and realleges each and every allegation of paragraphs I through IV as if more
5 fully set forth herein.

6 **VI**

7 At such time and place, Defendants negligently, recklessly and/or carelessly maintained,
8 controlled and operated the aforesaid vehicles by failing to use due care, failing to operate the vehicles
9 in a safe manner under existing conditions, and failing to pay attention, all and each of which thereby
10 directly and proximately caused the injuries and damages complained of herein, as suffered by LAL
11 MOHAMMAD.

12 **VII**

13 As a direct and proximate result of the carelessness and negligence of Defendants, Plaintiff,
14 LAL MOHAMMAD, sustained injuries in his health, strength and activity, sustained shock and injury
15 to his body, nervous system, all of which have caused, and will continue to cause LAL MOHAMMAD
16 physical, mental and nervous pain, suffering and disability.

17 **VIII**

18 As a further direct and proximate result of said injuries, LAL MOHAMMAD sustained great
19 pain and suffering, expense and inconvenience in a sum to be proven at trial.

20 **SECOND CAUSE OF ACTION**

21 **(Negligent Entrustment – ABDULL SALAM)**

22 **IX**

23 Plaintiff repeats and realleges the allegations set forth in Paragraphs I through VIII above, as
24 though said paragraphs were set forth herein in full.

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X

Defendant, ABDULL SALAM, at all times referenced herein is the owner of the vehicle
MOHAMMAD AQA negligently operated in this matter.

XI

On April 1, 2016, ABDULL SALAM entrusted MOHAMMAD AQA to operate said vehicle.

XII

ABDULL SALAM knew or should have known MOHAMMAD AQA would carelessly,
recklessly and negligently operate the aforesaid vehicle.

XIII

As a direct and proximate result of ABDULL SALAM's negligent entrustment of
MOHAMMAD AQA, Plaintiff, LAL MOHAMMAD, sustained injuries in his health, strength and
activity, sustained shock and injury to his body, nervous system, including permanent scars to his
person, all of which have caused, and will continue to cause LAL MOHAMMAD physical, mental and
nervous pain, suffering and disability.

XIV

As a further direct and proximate result of said injuries, LAL MOHAMMAD sustained great
pain and suffering, expense and inconvenience in a sum to be proven at trial.

XV

As a further result of ABDULL SALAM's negligent entrustment of MOHAMMAD AQA, it
has been necessary for LAL MOHAMMAD to retain an attorney, and LAL MOHAMMAD is
therefore entitled to recover reasonable attorney fees and costs.

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1 **THIRD CAUSE OF ACTION**

2 **(Imputed Liability for Negligence – ABDULL SALAM)**

3 **XVI**

4 Plaintiff repeats and realleges the allegations set forth in Paragraphs I through XV above, as
5 though said paragraphs were set forth herein in full.

6 **XVII**

7 Upon information and belief, pursuant to NRS 41.440, the liability of MOHAMMAD AQA
8 arising out of his operating the vehicle owned by ABDULL SALAM, with his permission, is imputed
9 to ABDULL SALAM and as such ABDULL SALAM is jointly and severally liable with
10 MOHAMMAD AQA for damages proximately related to the negligence of MOHAMAMD AQA.

11 **XVIII**

12 As a direct and proximate result of the aforesaid negligence of Defendants, Plaintiff LAL
13 MOHAMMAD sustained serious injuries in his health, strength and activity, sustained shock and
14 injury to his body, nervous system, all of which have caused, and will continue to cause Plaintiff
15 physical, mental and nervous pain, suffering and disability.

16 **IXX**

17 As a direct and proximate result of the negligence of Defendants, Plaintiff LAL MOHAMMAD
18 has incurred, and continue to incur, medical expenses, and all to Plaintiff's general and special
19 damages in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000).

20 WHEREFORE, Plaintiff, expressly reserves his right to amend this Complaint at the time of
21 trial of the actions herein to include all items of damages not yet ascertained, and demand Judgment
22 against Defendants and each of them as follows:


- 23 1. For general damages in a sum in excess of \$15,000;
24 2. For damages for costs of medical care and treatment;
25 3. For costs herein incurred and attorney fees;
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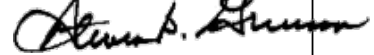
4. For other such and further relief as the Court deems just and proper.

DATED this 19th day of April, 2017.

TERRY LAW GROUP, PC



ZOE TERRY, ESQ
Nevada Bar No. 10900
410 S. Rampart Blvd., Suite 390
Las Vegas, NV 89145
Attorney for Plaintiff
zoe@terrylawgrouppc.com



1 **ANSC**
2 ELAINE A. DOWLING, ESQ.
3 Nevada Bar No. 8051
4 EAD Law Group, LLC
5 8275 S Eastern Ave Suite 200
6 Las Vegas, Nevada 89123
7 Telephone: (702) 724-2636
8 Email: ead@eadlawgroup.com
9 *Attorney for Defendant BERTILD JASMIN*

7
8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 * * * *

11 LAL MOHAMMAD,

12 Plaintiff,

13 vs

14 BERTILD JASMIN, MOHAMMAD AQA,
15 ABDULL SALAM, DOES I through V, and
16 ROE corporations I through V, inclusive,

17 Defendants.

CASE NO.: A-17-754280-C

DEPT NO.: VIII

18
19 **ANSWER TO COMPLAINT**

20 Defendant, BERTILD JASMIN (hereinafter "Answering Defendant"), by and through
21 her attorneys EAD LAW GROUP, LLC, in answer to Plaintiff's Complaint, admits, denies, and
22 alleges as follows:

23
24 1. Pursuant to N.R.C.P. 8(b), Answering Defendant denies generally each and every
25 allegation of matter, fact, and thing against her contained in Plaintiff's Complaint, unless
26 otherwise admitted or qualified.
27
28

1 2. Answering Defendant does not have sufficient knowledge or information upon
2 which to base a belief as to the truth of the allegations contained in Paragraphs
3 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Plaintiff's Complaint and, therefore, denies
4 the same.
5

6 3. Answering Defendant denies the allegations contained in Paragraphs 6, 7, 18 and
7 19 of Plaintiff's Complaint.
8

9
10 **AFFIRMATIVE DEFENSES**

11 **FIRST AFFIRMATIVE DEFENSE**

12 Plaintiff's Complaint fails to state a claim upon which relief can be granted against this
13 Answering Defendant.
14

15 **SECOND AFFIRMATIVE DEFENSE**

16 The incidents referred to in Plaintiff's Complaint and any and all damages resulting
17 therefrom, were proximately caused, in whole or in part, or were contributed to by the
18 negligence or other conduct, of Plaintiff. That negligence or other conduct causally contributed
19 to the incidents referred to in Plaintiff's Complaint and any damages resulting therefrom, in
20 greater degree than any conduct or negligence, which is specifically denied, of Answering
21 Defendant.
22

23 **THIRD AFFIRMATIVE DEFENSE**

24 Answering Defendant alleges that Plaintiff failed to name necessary parties for full and
25 adequate relief essential to this action. The Complaint should be dismissed in its entirety
26 because Plaintiff failed to name a necessary and/or indispensable party.
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FOURTH AFFIRMATIVE DEFENSE

The damages, if any, suffered by Plaintiff, in whole or in part, were caused by new, independent, intervening, pre-existing, and/or superseding causes or conditions, by the negligence of a third party, and/or by an act of nature over which Answering Defendant had no control and not by Answering Defendant’s alleged negligence or other actionable conduct, the existence of which is specifically denied.

FIFTH AFFIRMATIVE DEFENSE

Answering Defendant alleges that Plaintiff freely and voluntarily assumed the risk of injury and damage alleged in this action with full knowledge and appreciation of the magnitude thereof, and was, therefore, responsible for the alleged injuries suffered.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff was guilty of negligence on his own part which caused or contributed to any injuries suffered by Plaintiff in a greater degree than the negligence, if any, of Answering Defendant.

SEVENTH AFFIRMATIVE DEFENSE

By the exercise of reasonable effort, Plaintiff could have mitigated the damages, if any, suffered, but Plaintiff failed and refused, and continues to fail and refuse, to exercise reasonable efforts to mitigate his damages. To the extent of such failure to mitigate, Plaintiff is precluded from recovery herein.

EIGHTH AFFIRMATIVE DEFENSE

The damages, if any, incurred by Plaintiff, are not attributable to any act, conduct or omission on the part of Answering Defendant. Further, Answering Defendant denies that he was negligent in any manner or in any degree with respect to the matters set forth in Plaintiff’s

1 Complaint.

2 **NINTH AFFIRMATIVE DEFENSE**

3 Some, if not all, of Plaintiff's reported injuries or damages were not proximately caused
4 by the incident, which is the subject of Plaintiff's Complaint.
5

6 **TENTH AFFIRMATIVE DEFENSE**

7 All risks and dangers alleged in the factual situation set forth in Plaintiff's Complaint
8 were open and obvious.
9

10 **ELEVENTH AFFIRMATIVE DEFENSE**

11 By Plaintiff's own actions and conduct, he knowingly, voluntarily, and willingly
12 relinquished and abandoned any rights he may have otherwise had against Answering
13 Defendant and has, therefore, waived and abandoned those rights.
14

15 **TWELFTH AFFIRMATIVE DEFENSE**

16 Answering Defendant alleges that the Plaintiff's Complaint and causes of action claimed
17 therein, or some part thereof, is barred by the doctrine of waiver and/or estoppel.
18

19 **THIRTEENTH AFFIRMATIVE DEFENSE**

20 Answering Defendant alleges that the Plaintiff delayed or prohibited investigation of this
21 claim to the prejudice of Answering Defendant and accordingly this action should be
22 dismissed.
23

24 **FOURTEENTH AFFIRMATIVE DEFENSE**

25 Answering Defendant alleges that some or all of the injuries claimed to have been
26 suffered by Plaintiff were caused by a pre-existing or unrelated medical condition, disease,
27 illness or infection.
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FIFTEENTH AFFIRMATIVE DEFENSE

The Complaint, and some, if not all, purported causes of action contained therein, are barred by reason of Plaintiff’s unclean hands and misrepresentations including but not limited to fraud.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff’s losses, if any, are speculative and/or uncertain, and therefore, not compensable.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff by virtue of acts, omissions, conduct, statements and/or representations is estopped from bringing this action.

EIGHTEENTH AFFIRMATIVE DEFENSE

Answering Defendant is entitled to an offset of any amounts paid to Plaintiff and/or to any representative or subrogee of Plaintiff for damages allegedly sustained in this action, including any and all amounts paid by or on behalf of any tortfeasor and/or insurance company, against any amounts that may be found to be owed by Answering Defendant.

NINETEENTH AFFIRMATIVE DEFENSE

Answering Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Answering Defendant reserves the right to seek leave of court to amend this Answer to specifically assert any such defenses, which are herein incorporated by reference for the specific purpose of not waiving any such defenses.

[illegible]

WHEREFORE, Answering Defendant prays for judgment as follows:

3. For such other relief as this Court deems just and proper.

DATED this 21st day of February 2018.

EAD LAW GROUP, LLC

/s/ Elaine A. Dowling
ELAINE A. DOWLING, ESQ.
Nevada Bar No. 8051
8275 S Eastern Ave Suite 200
Las Vegas, Nevada 89123
(702) 724-2636
Attorney for Defendant BERTILD JASMIN

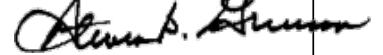
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CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I hereby certify that I am an employee of EAD LAW GROUP, LLC, and that on the 21st day of February, 2018, I caused a true and correct copy of the foregoing **ANSWER TO COMPLAINT**, to be served via the Court's e-filing system and to be placed in the United States Mail, with first class postage prepaid thereon, and addressed as follows:

Zoe Terry, Esq.
TERRY LAW GROUP, PC
410 S. Rampart Blvd., Suite 390
Las Vegas, Nevada 89145
(702) 726-6797
Fax: (702) 726-6818
zoe@terrylawgroup.com

/s/ Elaine A. Dowling
An Employee of EAD Law Group, LLC



ANS
STEVEN M. ROGERS, ESQ.
State Bar No. 10975
LAW OFFICES OF KARL H. SMITH
7455 Arroyo Crossing Parkway, Suite 200
Las Vegas, NV 89113
Phone: (702) 408-3800
steven.rogers@farmersinsurance.com
Attorney for Defendants,
AQA MOHAMMAD, ABDULL SALAM

DISTRICT COURT
CLARK COUNTY, NEVADA

LAL MOHAMMAD,

Plaintiff,

vs.

BERTILD JASMIN, MOHAMMAD AQA,
ABDULL SALAM, DOES I through V, and ROE
corporations I through V, inclusive,

Defendants.

Case No.: A-17-754280-C

DEPT. NO. VII

**DEFENDANTS, AQA MOHAMMAD, ABDULL SALAM'S ANSWER TO PLAINTIFF'S
COMPLAINT AND CROSS-CLAIM AGAINST BERTILD JASMIN**

COMES NOW, Defendants, AQA MOHAMMAD, ABDULL SALAM, by and through their
attorney of record, STEVEN M. ROGERS, ESQ., of the **LAW OFFICES OF KARL H. SMITH**, and
answer Plaintiff's Complaint, as follows:

1. Answering Paragraphs I, II, III and IV of Plaintiff's Complaint, Answering Defendants are
without sufficient knowledge or information necessary to form a belief as to the truth or falsity of the
allegations contained therein and, therefore, deny the same.

FIRST CAUSE OF ACTION

Negligence – All Defendants

2. Answering Paragraph V of Plaintiff's First Cause of Action, Answering Defendant repeats,
reallege and incorporate herein by reference as though fully set forth herein, their answers to Paragraphs 1
through IV above.

DEFENDANTS, AQA MOHAMMAD, ABDULL SALAM'S ANSWER TO PLAINTIFF'S COMPLAINT - 1

Case Number: A-17-754280-C

1 3. Answering Paragraphs VI and VII of Plaintiff's Complaint, Answering Defendants state
2 that the allegations contained therein constitute conclusions of law and thus require no response;
3 however, to the extent they constitute allegations of fact, Defendants are without sufficient knowledge or
4 information necessary to form a belief as to the truth or falsity of the allegations contained therein and,
5 therefore, denies the same.
6

7 4. Answering Paragraphs VIII of Plaintiff's Complaint, Answering Defendants are without
8 sufficient knowledge or information necessary to form a belief as to the truth or falsity of the allegations
9 contained therein and, therefore, deny the same.

10 **SECOND CAUSE OF ACTION**

11 **Negligent Entrustment – ABDULL SALAM**

12 5. Answering Paragraph IX of Plaintiff's Second Cause of Action, Answering Defendants
13 repeat, reallege and incorporate herein by reference as though fully set forth herein, their answers to
14 Paragraphs 1 through VIII above.

15 6. Answering Paragraph X of Plaintiff's Complaint, Answering Defendants deny the
16 allegations contained therein. Answering Defendant Aqa Mohamad owned the vehicle he drove on the date
17 referenced herein.

18 7. Answering Paragraph XI of Plaintiff's Complaint Answering Defendants deny the
19 allegations contained therein, as Abdull Salam did not own the vehicle driven by Aga Mohammad.

20 8. Answering Paragraph XII of Plaintiff's Complaint Answering Defendants deny the
21 allegations contained therein, as Abdull Salam did not own the vehicle driven by Aga Mohammad.

22 9. Answering Paragraph XIII of Plaintiff's Complaint Answering Defendants deny the
23 allegations contained therein, as Abdull Salam did not own the vehicle driven by Aga Mohammad.

24 10. Answering Paragraph XIV of Plaintiff's Complaint, Answering Defendants deny the
25 allegations contained therein.

26 11. Answering Paragraph XV of Plaintiff's Complaint Answering Defendants deny the
27 allegations contained therein, as Abdull Salam did not own the vehicle driven by Aga Mohammad.

28 ///

///

DEFENDANTS, AQA MOHAMMAD, ABDULL SALAM'S ANSWER TO PLAINTIFF'S COMPLAINT - 2

1 **THIRD CAUSE OF ACTION**

2 **(Imputed Liability for Negligence – ABDULL SALAM)**

3 12. Answering Paragraph XVI of Plaintiff's Third Cause of Action, Answering Defendant
4 repeats, realleges and incorporates herein by reference as though fully set forth herein, her answers to
5 Paragraphs 1 through XV above.

6 13. Answering Paragraphs XVII, XVIII and XIX of Plaintiff's Complaint, Answering
7 Defendant denies the allegations contained therein.

8 As to those matters, if any, not herein answered, Answering Defendants expressly deny any and all
9 allegations relating thereto.

10 **AFFIRMATIVE DEFENSES**

11 **FIRST AFFIRMATIVE DEFENSE**

12 Plaintiff's Complaint on file herein fails to state a claim against Defendants upon which relief can
13 be granted.

14 **SECOND AFFIRMATIVE DEFENSE**

15 Defendants allege that the damages, if any, suffered by Plaintiff were caused in whole or in part or
16 were contributed to by reason of the negligence of Plaintiff.

17 **THIRD AFFIRMATIVE DEFENSE**

18 Defendants allege that the negligence of the Plaintiff exceeds that of Defendants, if any, and that the
19 Plaintiff is thereby barred from any recovery.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 Defendants allege that the injuries, if any, suffered by the Plaintiff as set forth in the Plaintiff's
22 Complaint were caused in whole or in part by the negligence of a third party over which Defendants had no
23 control.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 Plaintiff has failed to mitigate her damages.

26 **SIXTH AFFIRMATIVE DEFENSE**

27 Plaintiff's damages, if any, were caused in whole or in part by preexisting physical, mental and/or
28 emotional conditions and are not the responsibility of Defendants.

DEFENDANTS, AQA MOHAMMAD, ABDULL SALAM'S ANSWER TO PLAINTIFF'S COMPLAINT - 3

1 SEVENTH AFFIRMATIVE DEFENSE

2 Pursuant to Rule 11 of NRCP as amended, all possible affirmative defenses may not have been
3 alleged herein insofar as sufficient facts are not available after reasonable inquiry from the filing of
4 Plaintiff's Complaint, and therefore, Defendants reserve the right to amend their Answer to allege
5 additional affirmative defenses, delete or change the same as subsequent investigation warrants.

6 EIGHTH AFFIRMATIVE DEFENSE

7 Defendants incorporates by reference each and every affirmative defense set forth in NRCP 8(c)
8 as if fully set forth herein.

9 **WHEREFORE**, Answering Defendants pray for relief as follows:

- 10 1. That Plaintiff take nothing by way of her Complaint on file herein;
11 2. That Answering Defendants be dismissed with costs incurred and reasonable
12 attorney fees; and,
13 3. For such other and further relief as the Court deems just and proper in the premises.
14

15 **CROSS-CLAIM AGAINST BERTILD JASMIN**

16 **FIRST CLAIM FOR RELIEF**

17 (Cross-claim for Indemnification)

18 1) Plaintiff has instituted an action against Answering Defendants/Cross-claimants, AQA
19 MOHAMMAD and ABDULL SALAM and Defendant/Cross-defendant, BERTILD JASMIN herein for
20 the alleged injuries incurred to Plaintiff as a result of the accident occurring on or about April 1, 2016 , in
21 Clark County, State of Nevada. Plaintiff's complaint alleges that on said date Plaintiff was injured as a
22 result of the accident and further alleges that Defendants were responsible in some manner for those
23 injuries.

24 2) Upon information and belief, at the time of the incident in question, Defendant/Cross-
25 defendant, BERTILD JASMIN was responsible for Plaintiff's injuries along with other parties known and
26 unknown.

27 3) If Defendants/Cross-claimants, AQA MOHAMMAD and ABDULL SALAM is found
28 liable to Plaintiff or makes a payment of any amount in settlement to any party, such payment would be
based upon the negligent acts of Defendant/Cross-defendant, BERTILD JASMIN , in that
DEFENDANTS, AQA MOHAMMAD, ABDULL SALAM'S ANSWER TO PLAINTIFF'S COMPLAINT - 4

1 Defendant/Cross-defendant, BERTILD JASMIN, is partly or completely responsible for the injuries in
2 question. Defendants/Cross-claimants, AQA MOHAMMAD and ABDULL SALAM is therefore entitled
3 to full or partial indemnification from Defendant/Cross-defendant, BERTILD JASMIN , for any judgment
4 against Defendants/Cross-claimants, AQA MOHAMMAD and ABDULL SALAM, or any payment made
5 in settlement to any party. Defendants/Cross-claimants, AQA MOHAMMAD and ABDULL SALAM, has
6 incurred costs to employ legal counsel to defend this action, and is therefore entitled to reasonable attorney's
7 fees herein.

8 **SECOND CLAIM FOR RELIEF**

9 (Cross-claim for Contribution)

10 4) Defendants/Cross-claimants, AQA MOHAMMAD and ABDULL SALAM ., alleges that in
11 the event that Plaintiff takes judgment against Defendants/Cross-claimants, AQA MOHAMMAD and
12 ABDULL SALAM , for damages, or if payment or settlement is made by Defendant/Cross-claimant,
13 BERTILD JASMIN to Plaintiff for the accident described in Plaintiff's Complaint, said payment or
14 judgment is based in part on the negligence of Defendant/Cross-defendant, BERTILD JASMIN.
15 Defendant/Cross-claimant, AQA MOHAMMAD and ABDULL SALAM , is therefore entitled to
16 contribution from Defendant/Cross-defendant, BERTILD JASMIN, pursuant to NRS 17.225 for a
17 proportionate share of the damages as related to Defendant/Cross-defendant, BERTILD JASMIN'S
18 negligence therein.

19 **WHEREFORE**, Defendants/Cross-claimants, AQA MOHAMMAD and ABDULL SALAM ,
20 prays for relief as follows:

21 (1)That Defendant/Cross-defendant, BERTILD JASMIN , be required to indemnify
22 Answering Defendants/Cross-claimants, AQA MOHAMMAD and ABDULL
23 SALAM, for any and all damages in settlement it might make for the injury alleged
24 to have occurred to Plaintiff herein;

25 (2)That Defendant/Cross-defendant, BERTILD JASMIN ., be required to contribute their
26 equitable share towards any damages assessed against Answering Defendants/Cross-
27 claimants, AQA MOHAMMAD and ABDULL SALAM , for the injury alleged to
28 have occurred to Plaintiff herein;

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- (3) For reasonable attorney's fees and costs of suit; and,
- (4) For such other and further relief as the Court deems just proper in the premises.

DATED: September 20, 2017

LAW OFFICES OF KARL H. SMITH

BY: 

STEVEN M. ROGERS, ESQ.
Attorney for Defendants,
AQA MOHAMMAD, ABDULL SALAM

CERTIFICATE OF SERVICE

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure, I certify that I am an employee of LAW OFFICES OF KARL H. SMITH and that on the _20____ day of September, 2017, I served a true and correct copy of the above and foregoing **DEFENDANTS AQA MOHAMMAD, ABDULL SALAM'S ANSWER TO PLAINTIFF'S COMPLAINT AND CROSS-CLAIM AGAINST BERTILD JASMIN** on the parties addressed as shown below:

____ Via *U.S. Mail* by placing said document in a sealed envelope, with postage prepaid [N.R.C.P. 5(b)]

__X__ Via *Electronic Filing* [N.E.F.R. 9(b)]

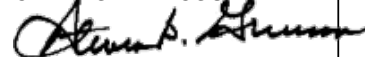
__X__ Via *Electronic Service* [N.E.F.R. 9]

____ Via *Facsimile* [E.D.C.R. 7.26(a)]

Zoe Terry
Terry Law Group
410 S Rampart, #390
Las Vegas, NV 89145
Attorney for Plaintiff, Lal Mohammad



VICKY L. OLSEN, An Employee of Law Offices of
Smith



ANS
Robert L. Cardwell, Esq.
Nevada Bar No. 8395
Jericho L. Remitio, Esq.
Nevada Bar No. 11446
ROBERT L. CARDWELL & ASSOCIATES
2360 Corporate Circle, Suite 425
Henderson, NV 89074
Telephone: (702) 893-3388
Facsimile: (702) 893-3389
Attorneys for Defendant
Bertild Jasmin

DISTRICT COURT
CLARK COUNTY, NEVADA

LAL MOHAMMAD,

Plaintiff,

v.

BERTILD JASMIN, MOHAMMAD AQA,
ABDULL SALAM, DOES I through V, and
ROE CORPORATIONS I through V,
inclusive,

Defendants

CASE NO. A-17-754280-C
DEPT NO. VIII

**DEFENDANT BERTILD JASMIN'S
ANSWER TO CROSS-CLAIM**

MOHAMMAD AQA and ABDULL SALAM,

Cross-Claimants,

v.

BERTILD JASMIN,

Cross-Defendant.

Cross-Defendant, BERTILD JASMIN (hereinafter "Answering Cross-Defendant"), by and through her counsel of record, ROBERT L. CARDWELL, ESQ. and JERICO L. REMITIO, ESQ. of ROBERT L. CARDWELL & ASSOCIATES, and for his Answer to the Cross-Claim, admits, denies and alleges as follows:

1. Pursuant to N.R.C.P. 8(b), Answering Cross-Defendant denies, generally, each and

1 every allegation of matter, fact, and thing against her contained in Cross-Claimants' Cross-Claim,
2 unless otherwise admitted or qualified.

3 2. Answering paragraph 1 of Cross-Claimants' Cross-Claim, Answering Cross-
4 Defendant admits in part and denies in part the allegations therein. Answering Cross-Defendant
5 admits the allegation therein insofar as the accident occurred on April 1, 2016 in Clark County,
6 Nevada. Answering Cross-Defendant denies the allegations therein insofar as Plaintiff was injured
7 in the subject accident and denies further that Answering Cross-Defendant is responsible in some
8 manner for those alleged injuries.
9

10 3. Answering paragraph 2, 3 and 4 of Cross-Claimants' Cross-Claim, Answering
11 Cross-Defendant denies the all the allegations therein. Answering Cross-Defendant states further
12 that it was Cross-Defendant Aqua that was responsible for Plaintiff's alleged injuries, if any.
13

14 **AFFIRMATIVE DEFENSES**

15 The Answering Cross-Defendant repeats and realleges paragraphs 1 to 3 of this Answer as
16 though fully set forth herein. To further answer the Cross-Claim and by way of affirmative
17 defenses, Answering Cross-Defendant alleges as follows:
18

19 **FIRST AFFIRMATIVE DEFENSE** 20 **(Failure to State a Claim)**

21 Cross-Claimants' Cross-Claim fails to state a claim upon which relief can be granted against
22 the Answering Cross-Defendant.
23

24 **SECOND AFFIRMATIVE DEFENSE** 25 **(Statute of Limitation and/or Repose)**

26 Cross-Claimants' Cross-Claim is barred by the applicable statutes of limitation and/or
27 repose.
28 ...

THIRD AFFIRMATIVE DEFENSE
(Laches)

Cross-Claimants' claims are barred by the doctrine of laches for the unreasonable delay in making an assertion or claim.

FOURTH AFFIRMATIVE DEFENSE
(Failure to Join Necessary Parties)

Answering Cross-Defendant alleges that Cross-Claimants failed to name necessary parties for full and adequate relief essential to this action. The Cross-Claim should be dismissed in its entirety because Cross-Claimants failed to name a necessary and/or indispensable party.

FIFTH AFFIRMATIVE DEFENSE
(Abandonment of Right)

By Cross-Claimants' own actions and conduct, they knowingly, voluntarily, and willingly relinquished and abandoned any rights they may have otherwise had against Answering Cross-Defendant and have, therefore, waived and abandoned those rights.

SIXTH AFFIRMATIVE DEFENSE
(No Duty)

The Answering Cross-Defendant alleges that he did not and does not owe a duty to and does not have a legally recognized special relationship with any other party to the Cross-Claim, thereby preventing recovery by Cross-Claimants against the Answering Cross-Defendant.

SEVENTH AFFIRMATIVE DEFENSE
(Unavoidable Accident)

The Answering Cross-Defendant alleges that the incident complained of in Cross-Claimants' Cross-Claim was an unavoidable accident or, in the alternative, it was beyond the reasonable control or foreseeability of Answering Cross-Defendant to prevent.

...

EIGHTH AFFIRMATIVE DEFENSE
(Contributory/Comparative Negligence)

The incidents referred to in Cross-Claimants' Cross-Claim Complaint and any and all damages and/or injuries resulting therefrom, were proximately caused, in whole or in part, or were contributed to by the negligence or other conduct, of Cross-Claimants. That negligence or other conduct causally contributed to the incidents referred to in Cross-Claimants' Cross-Claim and any damages resulting therefrom, in greater degree than any conduct or negligence, which is specifically denied, of Answering Cross-Defendant.

NINTH AFFIRMATIVE DEFENSE
(Superseding Cause)

The alleged damages, if any, suffered by Cross-Claimants, in whole or in part, were caused by new, independent, intervening, pre-existing, and/or superseding causes or conditions, by the negligence of a third party and/or by an act of nature over which Answering Cross-Defendant had no control and not by the Answering Cross-Defendant's negligence or other actionable conduct, the existence of which is specifically denied.

TENTH AFFIRMATIVE DEFENSE
(Assumption of Risk)

Answering Cross-Defendant alleges that Cross-Claimants freely and voluntarily assumed the risk of injury and damage alleged in this action with full knowledge and appreciation of the magnitude thereof, and was, therefore, responsible for the alleged injuries suffered.

ELEVENTH AFFIRMATIVE DEFENSE
(Consent by Cross-Claimants)

Cross-Claimants agreed to, and participated in, those actions which Cross-Claimants claim to have caused injury or damage. Since such participation and consent were given knowingly and voluntarily, Cross-Claimants' claims are invalid.

TWELFTH AFFIRMATIVE DEFENSE
(Failure to Mitigate)

By the exercise of reasonable effort, Cross-Claimants could have mitigated the damages suffered, if any, but Cross-Claimants failed and refused, and continue to fail and refuse, to exercise reasonable efforts to mitigate the damages. To the extent of such failure to mitigate, Cross-Claimants are precluded from recovery herein.

THIRTEENTH AFFIRMATIVE DEFENSE
(Claim is Barred by Law)

The Answering Cross-Defendant alleges that current law prohibits Cross-Claimants' claims against the Answering Cross-Defendant because Cross-Claimants or the person/s, whom the Cross-Claimants gave permission to drive the vehicle subject of the Cross-Claim, was not insured at the time of the accident or some other law preventing recovery by Cross-Claimants.

FOURTEENTH AFFIRMATIVE DEFENSE
(Act of God)

The damages Cross-Claimants claim to have suffered were caused by a natural occurrence.

FIFTEENTH AFFIRMATIVE DEFENSE
(Third-Party Conduct)

The damages, if any, incurred by Cross-Claimants, are not attributable to any act, conduct or omission on the part of Answering Cross-Defendant. Further, Answering Cross-Defendant denies that he was negligent in any manner or in any degree with respect to the matters set forth in Cross-Complainants' Cross-Claim.

SIXTEENTH AFFIRMATIVE DEFENSE
(Lack of Proximate Causation)

Some, if not all, of Cross-Claimants' reported injuries or damages were not proximately caused by the incident which is the subject of Cross-Claimants' Cross-Claim.

SEVENTEENTH AFFIRMATIVE DEFENSE
(Open and Obvious Danger)

All risks and dangers alleged in the factual situation set forth in Cross-Claimants' Cross-Claim were open and obvious.

EIGHTEENTH AFFIRMATIVE DEFENSE
(Waiver)

Answering Cross-Defendant alleges that Cross-Claimants' Cross-Claim and the cause/s of action claimed therein, or some part thereof, are barred by the doctrine of waiver.

NINETEENTH AFFIRMATIVE DEFENSE
(Obstruction)

Answering Cross-Defendant alleges that Cross-Claimants' delayed or prohibited the investigation of this claim to the prejudice of Answering Cross-Defendant and, accordingly, the Cross-Claim should be dismissed.

TWENTIETH AFFIRMATIVE DEFENSE
(Pre-Existing Medical and/or Mechanical Condition)

Answering Cross-Defendant alleges that the injuries and/or damages claimed to have been suffered by Cross-Claimants were caused by a pre-existing or unrelated medical or mechanical condition.

TWENTY-FIRST AFFIRMATIVE DEFENSE
(Unclean Hands and Misrepresentation)

The Cross-Claim, and some if not all purported causes of action contained therein, are barred by reason of Cross-Claimants' unclean hands and misrepresentations including but not limited to fraud.

...

...

TWENTY-SECONDTH AFFIRMATIVE DEFENSE
(No Damages)

Cross-Claimants' claims fail, in whole or in part, to the extent that Cross-Claimants suffered no damages.

TWENTY-THIRDTH AFFIRMATIVE DEFENSE
(Speculative Damages)

Cross-Claimants' losses, if any, are speculative and/or uncertain, and therefore, not compensable.

TWENTY-FOURTH AFFIRMATIVE DEFENSE
(Estoppel)

Cross-Claimants, by virtue of their acts, omissions, conduct, statements and/or representations are estopped from bringing this Cross-Claim.

TWENTY-FIFTH AFFIRMATIVE DEFENSE
(Off-Set)

Answering Cross-Defendant is entitled to an offset of any amounts paid to Cross-Claimants and/or to any representative or subrogee of Cross-Claimants for damages allegedly sustained referred to in the Cross-Claim, including any and all amounts paid by or on behalf of any tortfeasor and/or insurance company, against any amounts that may be found to be owed by Answering Cross-Defendant.

TWENTY-SIXTH AFFIRMATIVE DEFENSE
(Performance of Duty)

To each and every cause of action alleged in the Cross-Claim, the Answering Cross-Defendant alleges that he performed properly all duties assumed or required of him, if any, in accordance with the appropriate standard of care.

...

TWENTY-SEVENTH AFFIRMATIVE DEFENSE
(Lack of Standing)

Cross-Claimants lack standing to assert the claims contained in the Cross-Claim, to the extent they failed to demonstrate they are the registered owner of the vehicle subject of this action or have rights under state law alleged to have been infringed or to have been interfered with.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE
(Discharge)

Cross-Claimants' Cross-Claim against Answering Cross-Defendant has no basis because no tortfeasor has, by payment, discharged or has paid more than his or her *pro rata* share of the liability, if any, in relation to the allegations in Cross-Claimants' Cross-Claim.

TWENTY-NINTH AFFIRMATIVE DEFENSE
(Award Limits)

Answering Cross-Defendant invokes all rights under applicable law, insurance policy and/or agreement which impose on the sums which may be awarded to Cross-Claimants, if any, for any and all damages.

THIRTIETH AFFIRMATIVE DEFENSE
(Accord and Satisfaction)

Cross-Claimants' claims are barred by the doctrine of accord and satisfaction.

THIRTY-FIRST AFFIRMATIVE DEFENSE
(Reservation of Right to Add Defenses under NRCP 8)

Answering Cross-Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Answering Cross-Defendant reserves the right to seek leave of court to amend this Answer to assert specifically any such defenses, which are herein incorporated by reference for the specific purpose

of not waiving any such defenses.

THIRTY-SECONDTN AFFIRMATIVE DEFENSE
(Reservation of Right to Add Defenses under NRCP 11)

Pursuant to NRCP 11, all affirmative defenses that have not been alleged herein insofar as sufficient facts are not available after reasonable inquiry upon the filing of this Answer. Answering Cross-Defendant reserves the right to allege additional affirmative defenses if further investigation and/or discovery reveals facts supporting such defenses.

PRAYER

WHEREFORE, Answering Cross-Defendant prays for judgment as follows:

1. Cross-Claimants take nothing by way of their Cross-Claim;
2. That Answering Cross-Defendant be discharged and allowed to recover costs of the suit, including reasonable attorneys' fees; and
3. For such other relief, both general and special, at law and in equity, to which the Answering Cross-Defendant may be justly entitled.

DATED the 28th of November, 2018.

Respectfully submitted,

ROBERT L. CARDWELL & ASSOCIATES

By: */s/ Jericho L. Remitio*

JERICHO L. REMITIO, ESQ.
Nevada Bar No. 11446
2360 Corporate Circle, Suite 425
Henderson, NV 89074
Attorneys for Cross-Defendant
Bertild Jasmin

CERTIFICATE OF SERVICE

Pursuant to EDCR 8.05, I certify that I am an employee of Robert L. Cardwell & Associates Cardwell, and that on the 29th day of November, 2018, I caused a true and correct copy of the foregoing CROSS-DEFENDANT BERTILD JASMIN'S ANSWER TO CROSS-CLAIM to be served via the Court's e-filing system and to be placed in the United States Mail, with first class postage prepaid thereon, and addressed as follows:

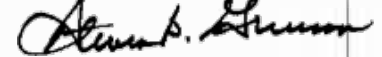
Karl H. Smith
LAW OFFICES OF KARL H. SMITH
7455 Arroyo Crossing Parkway, #200
Las Vegas, Nevada 89113
Attorney for Defendants/Crossclaims
Mohammad Aga and Abudlll Salam

ZOE TERRY, ESQ.
Terry Law Group, PC
1980 Festival Plaza Drive, Suite 300
Las Vegas, Nevada 89135
Attorneys for Plaintiff

Kevin D. Holtman, Esq.
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Las Vegas, Nevada 89137
Attorneys for Plaintiffs
Bertild Jasmin and Angelique Pierre

Robert O. Kurth, Jr.
3420 North Buffalo Drive
Las Vegas, Nevada 89129
Arbitrator

By: /s/ Kimberly Laurian
An Employee of Robert L. Cardwell & Associates Cardwell



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5 ARBITRATOR

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 LAL MOHAMMAD,

9 Plaintiff,

10 v.

Case No. A-17-754280-C
Dept. No. VIII

11 BERTILD JASMIN, MOHAMMAD AQA,
12 ABDULL SALAM, DOES I through V, and
ROE CORPORATIONS I through V,
inclusive,

13 Defendants.

14 MOHAMMAD AQA and ABDULL
15 SALAM,

16 Crossclaimants,

17 v.

ARBITRATION 17-3595

18 BERTILD JASMIN,

19 Crossdefendant.

20 **ARBITRATION DECISION**

21
22 **THIS MATTER** having come before the Arbitrator on the 29th day of
23 November 2018, at the hour of 1:00 p.m. for the Arbitration Hearing of this matter.

24 **WHEREAS THE ARBITRATOR FINDS** that the Plaintiff, LAL
25 MOHAMMAD, individually ("LAL"), appeared with and through his attorney, ZOE TERRY,
26 ESQ., of the TERRY LAW GROUP, attorneys for Plaintiff; and the Defendant, BERTILD
27 JASMIN, individually ("BERTILD") appeared with and through his attorney, JERICHO L.
REMITIO, ESQ. of ROBERT CARDWELL & ASSOCIATES, attorneys for Defendant BERTILD;

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1 and the Defendants/Crossclaimants, MOHAMMAD AQA ("AQA") and ABDULL SALAM
2 ("SALAM"), did not personally appear but appeared through their attorney, ELLEN STOEHLING,
3 ESQ. of the LAW OFFICES OF KARL H. SMITH. The Witnesses were sworn and testified, the
4 exhibits were admitted and testimony was given. The Arbitrator having considered the pre-hearing
5 statements of the Parties, the testimony of witnesses, the exhibits offered for consideration and
6 arguments on behalf of the Parties, and good cause appearing:

7 **THE ARBITRATOR FURTHER FINDS** that the following facts were
8 proven by a preponderance of the evidence:

9 1. That it is undisputed that on April 1, 2016, the Plaintiff LAL was a passenger in a
10 motor vehicle, 1997 Toyota Avalon, that was being driven by the Defendant AQA, of which vehicle
11 was allegedly owned by the Defendant SALAM.

12 2. That on or about April 1, 2016, the Plaintiff LAL, the Defendant AQA and the
13 Defendant BERTILD were all involved in a motor vehicle collision that occurred at the intersection
14 of Decatur Boulevard and Hacienda.

15 3. That the Defendant AQA and the Plaintiff LAL were coming home from work as
16 taxi drivers in the early morning hours, and the Defendant BERTILD was going to work as a taxi
17 driver. The Defendant BERTILD's wife was also in the vehicle.

18 4. That the Defendant BERTILD was driving eastbound on Hacienda and the
19 Defendant AQA was driving northbound on Decatur Boulevard at the time of the collision.

20 5. That the Defendant AQA did not appear at the Arbitration Hearing and did not
21 offer any testimony so his credibility could not be determined.

22 6. That the Defendant BERTILD testified that he was looking at the green light
23 prior to entering into the intersection and his testimony was credible.

24 7. That the Plaintiff LAL sued both the Defendant BERTILD and the Defendant
25 AQA because he was not sure, who was at fault for the collision; however, the Plaintiff LAL
26 testified that he believed that the Defendant AQA had a yellow light when they were entering the
27 intersection.

28 8. That the police officer from the Las Vegas Metropolitan Police Dept.
investigated the collision and could not determine fault.

9. That the Defendant BERTILD testified that the Defendant AQA and the Plaintiff

1 LAL looked very tired and sleepy and that the Defendant AQA made a statement against his interest
2 to BERTILD. The Plaintiff LAL did not hear what AQA allegedly said.

3 10. That the primary initial point of impact from the accident was on the left rear
4 passenger side of the Plaintiff's LAL's vehicle and the front of the Defendant BERTILD's vehicle.

5 11. That the Plaintiff's LAL's vehicle spun several times after the impact.

6 12. That there was damage to both vehicles.

7 13. That the Plaintiff LAL testified in his deposition on page 12 and stated: "Before
8 we get to the Hacienda intersection, the light, I just saw the light was yellow. And after that when it
9 was accident, I don't know. So it was getting red? So it was green? I don't know that."

10 14. That the Plaintiff LAL testified at the Arbitration Hearing that the light was
11 yellow just before he entered the intersection.

12 15. That the Defendant BERTILD could not have a green light if the Defendant
13 AQA had a yellow light, and if so, it would mean that the Defendant BERTILD would have crossed
14 approximately 5-6 lanes of traffic thru the intersection on a red light prior to striking the vehicle in
15 which the Plaintiff LAL was a passenger not long after LAL and AQA had entered the intersection.
16 That would mean that the Defendant AQA's light was going from green to yellow. The Defendant
17 AQA's vehicle was struck not far into the intersection and he was traveling in the far outside lane.

18 16. That when weighing the testimony and evidence provided, along with the
19 credibility of the Parties and their version of events, I FIND that it is more probable and likely than
20 not that the Defendant AQA ran a red light and failed to yield the right of way to BERTILD.
21 Whereas, the Defendant AQA was negligent as he violated Nevada traffic laws by failing to pay full
22 time and attention, failing to yield the right of way, and failing to use due care in driving / traveling
23 thru the intersection on the roadways in the State of Nevada.

24 17. That I FIND that the Defendant BERTILD is not negligent or at fault for the
25 Collision / incident.

26 18. That neither Party was transported from the accident scene to a hospital or other
27 healthcare provider.

28 19. That LAL suffered injuries as a result of the accident, but there is not
enough evidence to determine if LAL has residual injuries.

20. That LAL was released from treatment approximately 3 months after the

1 accident and has resumed his normal physical activities and is believed to have attained maximum
2 medical improvement with regard to the injuries sustained as a result of the accident.

3 21. That LAL mitigated his damages through his treatment.

4 22. That LAL missed approximately one week of work as a result of the injuries he
5 sustained in the accident and had lost wages in the approximate amount of \$566.40.

6 23. That the Defendant's AQA's actions/omissions were the direct and proximate
7 cause of the damage to LAL and the vehicle in which he was a passenger.

8 24. That the Defendant's AQA's actions/omissions attributed to the accident
9 and the injuries sustained by the Plaintiff LAL.

10 25. That a review of the medical reports and records supports the assertion that
11 LAL was injured as a result of the accident, and was treated for such, which resulted in medical
12 bills incurred as a result of the accident.

13 26. That LAL's treatment and related medical billing was reasonable.

14 27. That sufficient evidence was not provided to prove that the Defendant SALAM
15 was related to the Defendant AQA or that liability should be imputed pursuant to NRS 41.440 or
16 that he negligently entrusted the vehicle to AQA, who was employed as a taxi driver.

17 **NOW THEREFORE, IT IS HEREBY ORDERED AND**

18 **ADJUDGED** that the Arbitrator finds in favor of the Plaintiff LAL and against the Defendant
19 AQA on the claim(s) for relief / cause(s) of action set forth in the Complaint.

20 **IT IS FURTHER ORDERED** that the Arbitrator finds in favor of the Cross-
21 Defendant BERTILD against the Cross-Claimants AQA and SALAM concerning the claim(s) for
22 relief / cause(s) of action set forth in the Cross-Claim.

23 **IT IS FURTHER ORDERED** that the Plaintiff LAL is HEREBY
24 **AWARDED** a JUDGMENT against the Defendant AQA, in the sum certain amount of \$8,566.40
25 for his medical expenses, pain and suffering, emotional distress, anxiety, and lost wages. Said
26 Judgment shall accrue interest from the date of entry at the statutory rate as set forth in NRS 17.130,
27 which is the rate equal to the prime rate at the largest bank in Nevada as ascertained by the
28 commissioner of financial institutions on January 1st or July 1st, as the case may be, immediately
preceding the date of judgment, plus 2 percent. The Judgment interest rate must be adjusted
accordingly on each January 1st and July 1st thereafter until the Judgment is satisfied.

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1 **IT IS FURTHER ORDERED** that the Plaintiff LAL is HEREBY
2 AWARDED a JUDGMENT against the Defendant AQA for his reasonable costs incurred, and that
3 each Party shall bear their own attorney's fees incurred.

4 DATED and DONE this 17th day of December, 2018.

5 **IT IS SO ORDERED.**

6 
7 **ARBITRATOR**

8
9
10 **NOTICE**

11 Pursuant to Nevada Arbitration Rule 18(A), you are hereby notified you have thirty
12 (30) days from the date you are served with this document within which to file a written request for
13 trial de novo with the Clerk of the Court and to serve the ADR Commissioner and all other parties.

14
15 **CERTIFICATE OF SERVICE**

16 **I HEREBY CERTIFY** that on the 17th day of December, 2018, I served a true and
17 correct copy of the foregoing **ARBITRATION DECISION** in the above-entitled case by
18 transmitting a copy by ELECTRONIC SERVICE via Odyssey pursuant to EDCR 7.26, 8.05 and
19 NEFCR 9 to the following:

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24 **E-MAIL: zoe@terrylawgrouppe.com**
25 Attorneys for Plaintiff

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Attorneys for Defendants/Crossclaimants,
MOHAMMAD AQA and ABDULL SALAM:

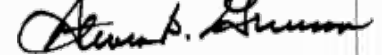
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5 ARBITRATOR

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 LAL MOHAMMAD,

9 Plaintiff,

10 v.

Case No. A-17-754280-C
Dept. No. VIII

11 BERTILD JASMIN, MOHAMMAD AQA,
12 ABDULL SALAM, DOES I through V, and
13 ROE CORPORATIONS I through V.
inclusive.

14 Defendants.

15 MOHAMMAD AQA and ABDULL
16 SALAM,

17 Crossclaimants,

18 v.

ARBITRATION 17-3595

19 BERTILD JASMIN,

20 Crossdefendant.

21 **ARBITRATION AWARD**

22 **THIS MATTER** having come before the Arbitrator on the 29th day of
23 November 2018, at the hour of 1:00 p.m. for the Arbitration Hearing of this matter.

24 **WHEREAS**, the Arbitrator having considered the pre-hearing statements of the
25 Parties, the testimony of witnesses, the exhibits offered for consideration and arguments on behalf
26 of the Parties, and good cause appearing therefor.

27 **NOW THEREFORE, IT IS HEREBY ORDERED AND**
28

KURTH LAW OFFICE
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1 **ADJUDGED** that based upon the evidence presented at the Arbitration Hearing concerning the
2 Plaintiff, LAL MOHAMMAD, individually ("LAL"), and the Complaint and causes of action
3 contained therein against the Defendant, MOHAMMAD AQA ("AQA"), **I FIND IN FAVOR**
4 of the Plaintiff LAL concerning the claims for relief and causes of action set forth in the Plaintiff's
5 LAL's Complaint on file herein against the Defendant AQA.

6 **IT IS FURTHER ORDERED** that the Arbitrator finds in favor of the Cross-
7 Defendant BERTILD against the Cross-Claimants AQA and SALAM concerning the claim(s) for
8 relief / cause(s) of action set forth in the Cross-Claim.

9 **IT IS FURTHER ORDERED** that the Plaintiff LAL is HEREBY
10 AWARDED a JUDGMENT against the Defendant AQA, in the sum certain amount of \$8,566.40
11 for his medical expenses, pain and suffering, emotional distress, anxiety, and lost wages. Said
12 Judgment shall accrue interest from the date of entry at the statutory rate as set forth in NRS 17.130,
13 which is the rate equal to the prime rate at the largest bank in Nevada as ascertained by the
14 commissioner of financial institutions on January 1st or July 1st, as the case may be, immediately
15 preceding the date of judgment, plus 2 percent. The Judgment interest rate must be adjusted
16 accordingly on each January 1st and July 1st thereafter until the Judgment is satisfied.

17 **IT IS FURTHER ORDERED** that the Plaintiff LAL is HEREBY
18 AWARDED a JUDGMENT against the Defendant AQA for his reasonable costs incurred, and that
19 each Party shall bear their own attorney's fees incurred.

20 DATED and DONE this 17th day of December, 2018.

21 **IT IS SO ORDERED.**

22 
23 **ARBITRATOR**

24 **NOTICE**

25 Pursuant to Nevada Arbitration Rule 18(A), you are hereby notified you have thirty
26 (30) days from the date you are served with this document within which to file a written request for
27 trial de novo with the Clerk of the Court and to serve the ADR Commissioner and all other parties.
28

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 17th day of December, 2018, I served a true and correct copy of the foregoing ARBITRATION AWARD in the above-entitled case by transmitting a copy by ELECTRONIC SERVICE via Odyssey pursuant to EDCR 7.26, 8.05 and NEFCR 9 to the following:

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Attorneys for Plaintiff

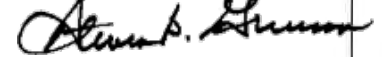
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JDAA

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Attorneys for Defendant
Bertild Jasmin

DISTRICT COURT

CLARK COUNTY, NEVADA

LAL MOHAMMAD,

Plaintiff,

v.

BERTILD JASMIN, MOHAMMAD AQA,
ABDULL SALAM, DOES I through V, and
ROE CORPORATIONS I through V,
inclusive,

Defendants

CASE NO. A-17-754280-C
DEPT NO. VIII

ARBITRATION NO. 17-3595

MOHAMMAD AQA and ABDULL SALAM,

Cross-Claimants,

v.

BERTILD JASMIN,

Cross-Defendant.

JUDGMENT ON ARBITRATION AWARD

This action came on for arbitration hearing on November 29, 2019, before ARBITRATOR ROBERT O. KURTH, JR., ESQ., presiding, and the issues having been duly heard, a decision having been rendered and the prevailing party having been notified that judgment may be entered in accordance with the award, as the Request for Trial de Novo having been rejected, the court hereby

ROBERT L. CARDWELL & ASSOCIATES
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Henderson, Nevada 89074
Tel.: (702) 893-3388 Fax: (702) 893-3389

1 enters judgment on the Arbitration Award as follows:

2 **IT IS ORDERED AND ADJUDGED** that the Court finds in favor of Defendant and
3 Cross-Defendant BERTILD JASMIN against Defendants and Cross-Claimants MOHAMMAD
4 AQA and ABDULL SALAM regarding the cross-claims for Indemnification and Contribution.

5 **IT IS FURTHER ORDERED** that the Plaintiff, LAL MOHAMMAD, recover from the
6 Defendant, MOHAMMAD AQA, the sum of **\$8,566.40** for his medical expenses, pain and
7 suffering, emotional distress, anxiety and lost wages, with interest in the amount of 2 per cent until
8 the Judgment is satisfied, and his costs in the amount of **\$1,582.60**. That each party shall bear their
9 own attorney's fees incurred.
10

11 DATED the ____ day of March, 2019.

12
13
14 DISTRICT COURT JUDGE
15

16 Respectfully submitted,

17 ROBERT L. CARDWELL & ASSOCIATES

18 By: /s/ Jericho L. Remitio
19 JERICO L. REMITIO, ESQ.
20 Nevada Bar No. 11446
21 2360 Corporate Circle, Suite 425
22 Henderson, NV 89074
23 Attorneys for Cross-Defendant
24 Bertild Jasmin
25
26
27
28

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CERTIFICATE OF SERVICE

Pursuant to EDCR 8.05, I certify that I am an employee of Robert L. Cardwell & Associates Cardwell, and that on the ___ day of March, 2019, I caused a true and correct copy of the foregoing JUDGMENT ON ARBITRATION AWARD to be served via the Court's e-filing system and to be placed in the United States Mail, with first class postage prepaid thereon, and addressed as follows:

KARL H. SMITH, ESQ.
Law Offices of Denise McCurry
7455 Arroyo Crossing Parkway, #200
Las Vegas, Nevada 89113
Attorney for Defendants/Crossclaims
Mohammad Aga and Abudll Salam

ZOE TERRY, ESQ.
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Las Vegas, Nevada 89135
Attorneys for Plaintiff

KEVIN D. HOLTMAN, ESQ.
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Las Vegas, Nevada 89137
Attorneys for Plaintiffs
Bertild Jasmin and Angelique Pierre

ROBERT O. KURTH, JR.
3420 North Buffalo Drive
Las Vegas, Nevada 89129
Arbitrator

By: /s/ Karen Thomas

An Employee of Robert L. Cardwell & Associates Cardwell

KURTH LAW OFFICE
3420 North Buffalo Drive
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(702) 438-5810

1 ROBERT O. KURTH, JR.
Nevada Bar No. 4659
2 **KURTH LAW OFFICE**
3420 North Buffalo Drive
3 Las Vegas, NV 89129
Tel: (702) 438-5810
4 Fax: (702) 459-1585
E-mail: kurthlawoffice@gmail.com
5 ARBITRATOR

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 LAL MOHAMMAD,

9 Plaintiff,

10 v.

11 BERTILD JASMIN, MOHAMMAD AQA.
12 ABDULL SALAM, DOES I through V, and
13 ROE CORPORATIONS I through V,
inclusive,

14 Defendants.

15 MOHAMMAD AQA and ABDULL
16 SALAM,

17 Crossclaimants,

18 v.

19 BERTILD JASMIN,

20 Crossdefendant.

Case No. A-17-754280-C
Dept. No. VIII

ARBITRATION 17-3595

21 **ARBITRATION AWARD**

22 **THIS MATTER** having come before the Arbitrator on the 29th day of
23 November 2018, at the hour of 1:00 p.m. for the Arbitration Hearing of this matter.

24 **WHEREAS**, the Arbitrator having considered the pre-hearing statements of the
25 Parties, the testimony of witnesses, the exhibits offered for consideration and arguments on behalf
26 of the Parties, and good cause appearing therefor.

27 **NOW THEREFORE, IT IS HEREBY ORDERED AND**
28

1 **ADJUDGED** that based upon the evidence presented at the Arbitration Hearing concerning the
2 Plaintiff, LAL MOHAMMAD, individually ("LAL"), and the Complaint and causes of action
3 contained therein against the Defendant, MOHAMMAD AQA ("AQA"), **I FIND IN FAVOR**
4 of the Plaintiff LAL concerning the claims for relief and causes of action set forth in the Plaintiff's
5 LAL's Complaint on file herein against the Defendant AQA.

6 **IT IS FURTHER ORDERED** that the Arbitrator finds in favor of the Cross-
7 Defendant BERTILD against the Cross-Claimants AQA and SALAM concerning the claim(s) for
8 relief / cause(s) of action set forth in the Cross-Claim.

9 **IT IS FURTHER ORDERED** that the Plaintiff LAL is HEREBY
10 AWARDED a JUDGMENT against the Defendant AQA, in the sum certain amount of \$8,566.40
11 for his medical expenses, pain and suffering, emotional distress, anxiety, and lost wages. Said
12 Judgment shall accrue interest from the date of entry at the statutory rate as set forth in NRS 17.130,
13 which is the rate equal to the prime rate at the largest bank in Nevada as ascertained by the
14 commissioner of financial institutions on January 1st or July 1st, as the case may be, immediately
15 preceding the date of judgment, plus 2 percent. The Judgment interest rate must be adjusted
16 accordingly on each January 1st and July 1st thereafter until the Judgment is satisfied.

17 **IT IS FURTHER ORDERED** that the Plaintiff LAL is HEREBY
18 AWARDED a JUDGMENT against the Defendant AQA for his reasonable costs incurred, and that
19 each Party shall bear their own attorney's fees incurred.

20 DATED and DONE this 17th day of December, 2018.

21 **IT IS SO ORDERED.**

22 
23 _____
24 **ARBITRATOR**

25 **NOTICE**

26 Pursuant to Nevada Arbitration Rule 18(A), you are hereby notified you have thirty
27 (30) days from the date you are served with this document within which to file a written request for
28 trial de novo with the Clerk of the Court and to serve the ADR Commissioner and all other parties.

KURTH LAW OFFICE
3420 North Buffalo Drive
Las Vegas, NV 89129
(702) 438-5810

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 17th day of December, 2018, I served a true and correct copy of the foregoing **ARBITRATION AWARD** in the above-entitled case by transmitting a copy by ELECTRONIC SERVICE via Odyssey pursuant to EDCR 7.26, 8.05 and NEFCR 9 to the following:

ZOE TERRY, ESQ.
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Attorneys for Plaintiff

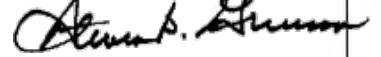
KARL H. SMITH, ESQ.
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An employee of KURTH LAW OFFICE.



1 MSTDN

2 Robert L. Cardwell

3 Nevada Bar No. 8395

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9 Email: rcardwell@aains.com

10 Attorney for Defendant and

11 Cross-Defendant Bertild Jasmin

12 DISTRICT COURT

13 CLARK COUNTY, NEVADA

14 * * *

15 LAL MOHAMMAD,

16 Plaintiff,

17 v.

18 BERTILD JASMIN, MOHAMMAD AQA,
19 ABDULL SALAM, DOES I through V, and
20 ROE CORPORATIONS I through V,
21 inclusive,

22 Defendants

CASE NO. A-17-754280-C
DEPT NO. VIII

**DEFENDANT AND CROSS-DEFENDANT
BERTILD JASMIN'S MOTION TO
STRIKE DEFENDANTS AND
COUNTERCLAIMANTS MOHAMMAD
AQA'S AND ABDUL SALAM'S
REQUEST FOR TRIAL DE NOVO**

23 MOHAMMAD AQA and ABDULL SALAM,

24 Cross-Claimants,

25 v.

26 BERTILD JASMIN,

27 Cross-Defendant.

28 Defendant and Cross-Defendant BERTILD JASMIN, by and through his attorneys of
record, ROBERT L. CARDWELL & ASSOCIATES, and hereby moves this court for an Order
Striking Defendants' and Cross-Claimants' Request for Trial de Novo based on failure to
participate at Arbitration and conduct discovery and, therefore, constitutes a waiver of their right

1505142170

Case Number: A-17-754280-C

1 to request a trial de novo under NAR 22 (A). This motion is made and based on the pleadings and
2 papers on file herein, the Memorandum of Points and Authorities and any arguments the Court
3 may entertain at the hearing on this motion.

4 Dated this 15th day of January, 2019.

5 ROBERT L. CARDWELL & ASSOCIATES

6
7 By: 

8 JERICO L. REMITIO, ESQ.

9 Nevada Bar No. 11446

2360 Corporate Circle, Suite 425

Henderson, NV 89074

Attorneys for Defendant and Cross-Defendant

Bertild Jasmin

11
12 **NOTICE OF MOTION**

13 TO: AQA MOHAMMAD and ABDUL SALAM, Defendants and Counter-Claimants; and

14 TO: ALL COUNSEL OF RECORD

15 PLEASE TAKE NOTICE that the undersigned counsel will bring the above and foregoing
16 MOTION TO STRIKE REQUEST FOR TRIAL DE NOVO on for hearing on the **25** day of
17 **February**, 2019, at the hour of **chambers** .m., in Department VIII, of the above-entitled
18 Court.
19

20 DATED this 16th day of January, 2019.

21 ROBERT L. CARDWELL & ASSOCIATES

22
23 By: 

24 JERICO L. REMITIO, ESQ.

Nevada Bar No. 11446

2360 Corporate Circle, Suite 425

Henderson, NV 89074

Attorneys for Defendant and Cross-Defendant

Bertild Jasmin

AFFIDAVIT OF JERICHO L. REMITIO, ESQ.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

BEFORE ME, this date personally appeared JERICHO L. REMITIO, who after being first duly sworn hereby state as follows:

1. That I am an attorney duly licensed to practice law in the State of Nevada.
2. I am one of the attorneys with ROBERT L. CARDWELL & ASSOCIATES, the law firm of record representing Defendant and Cross-Defendant BERTILD JASMIN in the above-entitled action; and, as such, am familiar with the facts and circumstances in this action.
3. I have reviewed the facts and circumstances surrounding this matter and I am competent to testify to those facts contained herein upon personal knowledge or, if so stated, upon my best information and belief.
4. I appeared at the Arbitration Hearing in this matter on November 29, 2018 and Defendants and Cross-Claimants MOHAMMAD AQA (driver) and ABDUL SALAM (vehicle owner), the party requesting for a trial de novo, failed to appear and testify regarding their claims against herein Defendant and Cross-Defendant BERTILD JASMIN.
5. During the Arbitration Hearing, counsel for Defendants and Cross-Claimants informed the other parties that her client AQA resides presently in California and would not be present. She also did not explain why Mr. SALAM failed to appear at the Arbitration Hearing and there is no information he was absent from the state. Therefore, it is highly unlikely that Defendants and Cross-Claimants AQA and SALAM would be present for the trial they are requesting.
6. Based on the case file, Defendants and Cross-Claimants AQA and SALAM have not submitted any discovery request to either Plaintiff LAL MOHAMMAD or Co-Defendant and

1 Cross-Defendant BERTILD JASMIN.

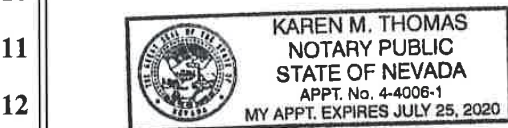
2 7. Defendants and Cross-Claimants' Request for Trial de Novo could have been
3 averted had they participated in the Arbitration proceedings.

4 8. This motion is brought for good cause and not for purposes of unnecessary delay.

5 FURTHER AFFIANT SAYETH NAUGHT.

6
7 
8 JERICO L. REMITIO
Affiant

9 SWORN TO AND SUBSCRIBED before me this 16 day of January, 2019.



12 
NOTARY PUBLIC

13 My Commission Expires: 7-25-20.

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MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

Failure of a party to prosecute a case in good faith during the arbitration proceedings *shall*¹ constitute a waiver of the right to a *trial de novo*. This is an alleged personal injury matter which arises from a 2-vehicle collision that occurred on April 1, 2016. Although counsel for Defendants and Cross-Defendants MOHAMMAD AQA and ABDULL SALAM submitted their 16.1 Disclosure documents, the parties themselves have failed to appear in this case despite filing a Cross-Claim against Defendant BERTILD JASMIN. The record does not indicate that Defendants and Cross-Defendants filed a Demand for Trial by Jury. Significantly, they also failed to appear during the Arbitration hearing despite disputing liability. The absence of Defendants and Cross-Defendants, particularly, driver MOHAMMAD AQA, among others, necessitated the Arbitrator's ruling against him in favor of Plaintiff LAL MOHAMMAD and Co-Defendant and Cross-Defendant BERTILD JASMIN. To allow non-appearing and non-participating parties a trial de novo, when they failed to participate in good faith during the arbitration proceedings, would not only be a waiver of their right to trial but would be an exercise in futility and waste the Court's and the other parties' time and resources in trying this case. Therefore, Defendants and Cross-Defendants request for trial de novo should be denied.

PROCEDURAL BACKGROUND

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This is an action for negligence which arises from a vehicular collision at the intersection of Hacienda Avenue and Decatur Boulevard in the early morning of April 1, 2016. BERTILD JASMIN was travelling to work with his wife eastbound on Hacienda on a green light when MOHAMMAD AQA (also claiming to be travelling on a green light) suddenly appeared in front

¹ Under NAR 22 (A), "[t]he failure of a party or an attorney to either prosecute or defend a case in good faith during the arbitration proceedings shall constitute a waiver of the right to request a trial de novo. *Chamberland v Labarbera*, 110 Nev. at 704, 877 P.2d 523, 524 (1993) (citing NEV. ARB. R. 22 (A) (1994)).

1 of JASMIN'S vehicle while the latter was traversing the intersection causing a collision. The
2 Traffic Accident Report indicates that MOHAMMAD AQA and his passenger Plaintiff LAL
3 MOHAMMAD had no injuries at the scene. (Traffic Accident Report, 4/1/16, **Exhibit "A"**). The
4 report fails to attribute fault on either driver because of AQA'S and JASMIN'S conflicting
5 statements. (*Id.* at 2.). According to JASMIN, the light was green when he proceeded on Hacienda
6 Avenue. (*Ibid.*). AQA also claims the light was "green" on his lane when he entered the
7 intersection. (*Ibid.*). However, LAL MOHAMMAD, AQA'S passenger, testified that it was
8 "yellow." (Arb. Hearing). The Traffic Accident Report states that, at the time of the accident, it
9 was unclear whether the traffic light on Decatur was green, yellow or red. (Traffic Accident
10 Report, 4/1/16, **Exhibit "A"**). The Report also states that both JASMIN and AQA claim that they
11 were travelling on a green light just before the impact and that "fault for this collision was
12 undermined because both drivers gave conflicting statements and no independent witnesses." (*Id.*
13 at 2).
14

15 On April 4, 2017, Plaintiff LAL MOHAMMAD (passenger) filed a Complaint against
16 JASMIN and his own driver AQA alleging Negligence and against ABDUL SALAM for
17 Negligent Entrustment and Imputed Liability under NRS 41.440 as owner of the AQA-driven
18 vehicle. (Compl.). On September 20, 2017, Defendants AQA and SALAM filed their Answer to
19 the Complaint with a Cross-claim against JASMIN imputing liability on the latter. (Aqa's and
20 Salam's Ans. and Cross-claim). However, the record does not indicate that AQA and SALAM
21 filed a Demand for Jury Trial with their Answer and Cross-Claim. On February 21, 2018,
22 JASMIN filed Answers to the Complaint and Cross-Claim. (Jasmin Ans.).
23

24 On December 1, 2017, Arbitrator Robert O. Kurth, Jr., Esq. conducted a telephonic Early
25 Arbitration Conference. (First Am. Arb. Discovery Order, 6/28/18). Originally, the Arbitration
26 hearing was scheduled for April 18, 2018. However, Defendant/Cross Defendant JASMIN had
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1 just entered his appearance at that time prompting the Arbitrator to reschedule the Arbitration
2 hearing on July 30, 2018. (First Am. Not. to Appear for Arb. Hearing, 6/28/18). On August 10,
3 2018, Arbitrator Kurth issued an Order rescheduling the Arbitration hearing on November 29,
4 2018. (Third. Am. Not. to Appear for Arb. Hearing, 8/10/18). The Arbitrator also provided for the
5 number of discovery requests and discovery cut-off date. However, there is no record showing that
6 AQA and SALAM conducted any actual discovery. (*Ibid.*).

7
8 On November 29, 2018, Plaintiff LAL MOHAMMAD and Defendant/Cross-Defendant
9 JASMIN attended the Arbitration hearing. However, although represented by their carrier-
10 appointed counsel, neither AQA nor SALAM participated in the Arbitration hearing. Their
11 counsel explained that AQA was residing in California and could not attend. (Arb. Hearing).
12 Counsel did not provide information regarding SALAM's whereabouts.

13 On December 17, 2018, the Arbitrator issued a Decision finding in favor of Plaintiff LAL
14 MOHAMMAD and against Defendant AQA for the sum of \$8,566.40 and costs. (Arb. Decision,
15 12/17/18, **Exhibit "B"**). The Arbitrator also found in favor of Defendant JASMIN against Cross-
16 Claimants AQA and SALAM in relation to the latters' Cross-Claim. (*Ibid.*). The Arbitrator held
17 Defendant JASMIN was not negligent for the accident and that Defendant AQA was negligent
18 when he violated Nevada traffic laws by failing to pay full time and attention, failing to yield the
19 right of way, and failing to use due care in driving through the intersection. (*Ibid.*).

21 ARGUMENT

22 **I. LEGAL STANDARD FOR MOTIONS TO STRIKE REQUEST FOR TRIAL DE** 23 **NOVO.**

24 The Nevada Constitution provides a litigant with the right to a jury trial in civil
25 proceedings. NEV. CONST. ART. 1, § 3. However, the right to a jury trial is **not** absolute. *Gittings v.*
26 *Hartz*, 116 Nev. 386, 390, 990 P.2d 898, 901 (2000). The right can be waived by various means
27 prescribed by law. *Ibid.* One of those means is Nevada Arbitration Rule 22 (A) which states that
28

1 “[t]he failure of a party or an attorney to either prosecute or defend a case in good faith
2 during the arbitration proceedings shall constitute a waiver of the right to a trial de novo.”
3 NEV. ARB. R. § 22 (A) (2018) (Emphasis added); *See Gittings* at *Id.* Additionally, NRCP 38
4 provides that “the failure of a party to serve a demand as required by this rule and to file it as
5 required by Rule 5(d) constitutes a waiver by the party of trial by jury.” NEV. R. CIV. P. § 38 (d)
6 (2018).

7 The standard of review of determining bad faith participation involves looking at the
8 arbitration proceedings, i.e. the totality of the arbitration process. *Chamberland v Lababera*, 110
9 Nev. 701 (1994). To help determine whether a party failed to participate meaningfully in
10 arbitration, Nevada courts and courts of other jurisdictions have used a non-exhaustive list of
11 factors to determine bad faith: (a) **failing to produce a key witness at arbitration** (*Casino*
12 *Properties, Inc. v. Andrews*, 112 Nev. 132, 911 P.2d 1181 (1996); (b) waiting until it is too late to
13 act meaningfully on any information actually provided (*Campbell v. Maestro*, 116 Nev. 380, 996
14 P.2d 412 (2000)); (c) changes in litigation tactics or strategy after seeking trial de novo (*Ibid.*); (d)
15 **failure to depose, interview or investigate witnesses or to develop other evidence during**
16 **arbitration proceedings when no restrictions on such preparation have been imposed by the**
17 **arbitration** (*Ibid.*); (e) the nature of an arbitration award, i.e., the general information regarding
18 the facts of the accident and the amount of the award are relevant when it implies **the award was**
19 **clearly reasonable**. (*Gittings v. Hartz*, at 898).

20 NRCP 1 provides that the rules “be construed and administered to secure the just, **speedy**,
21 and **inexpensive** determination of every action.” NEV. R. CIV. P. 1 (2018) (Emphasis added).
22 Likewise, the Court Annexed Arbitration Program is intended to be a simplified, informal
23 procedure to resolve certain types of civil cases. *Casino Properties, Inc. v. Andrews*, 112 Nev.
24 132, 134, 911 P.2d 1181, 1182 (1996) (*citing* NEV. ARB. R. § 2 (A)). If a party, during the
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1 proceedings, the district court determines that a party or attorney engaged in conduct designed to
2 obstruct, delay or otherwise adversely affect the arbitration proceedings, it may impose, in its
3 discretion, sanctions. NEV. ARB. R. § 22 (B) (2018). This promotes the public policy of reducing
4 the time, expense and burden of litigation not only for the parties but for judicial resources.
5 *Kimbrough v. Holiday Inn*, 478 F.Supp. 566 (E.D. Pa. 1979). Moreover, the discovery process is
6 an essential part of litigation that eliminates surprises at trial and “so that all relevant facts and
7 information pertaining to the action may be ascertained in advance of trial.” *Washoe Cty. Bd. of*
8 *Sch. Trustees v. Pirhala*, 84 Nev. 1, 5, 435 P.2d 756, 758 (1968).

10 “Without an enforceable requirement that litigants participate meaningfully in the
11 arbitration process, the goals of the arbitration program are threatened ... Essentially, arbitration
12 would be a default proceeding, a meaningless proceeding preparatory to a district court trial.”
13 *Block v. T.G. & Y Stores Co.*, No. 87-0490-CV-W-9, 1989 U.S. Dist. WL 23202, at *1 (W.D. Mo.
14 Feb. 22, 1989). Similarly, in *Gilling v. Eastern Airlines*, 680 F.Supp. 169 (D.N.J. 1988) (holding
15 that the party requesting trial de novo must have participated in “good faith” with “meaningful
16 participation” in the arbitration proceedings), the court underscored the policy behind disallowing
17 requests for trials de novo when the requesting party fails to participate in good faith:
18

19 the purposes [of the program] are thwarted when a party to the
20 arbitration enters into it with the intention from the outset of
21 rejecting its outcome and demanding a trial de novo. Rather than
22 reducing the cost and promoting efficiency in the system, such an
attitude increases the costs and reduces the efficiency...

23 *Id.* at 170. Moreover, even though the arbitration program is non-binding, it is still **mandatory**.
24 Thus, it is necessary that the parties engage in the program in good faith. *See Gittings v. Hartz*, at
25 898. Otherwise, a party may simply go through the motions to force their way to a short trial,
26 rendering the arbitration meaningless, add cost and waste time. *Gilling v. Eastern Airlines, Inc.* at
27 169. Therefore, courts should discourage delay and insist upon prompt disposition of litigation.
28

1 *Moore v. Cherry*, 90 Nev. 390, 528 P. 2d 1018, 1021 (1974). Every court has the **inherent power**,
2 in the exercise of a sound judicial discretion, to dismiss a cause for want of prosecution. *Ibid*.

3 **II. AQA'S AND SALAM'S ABSENCE AT THE ARBITRATION HEARING AND**
4 **FAILURE TO CONDUCT DISCOVERY AMOUNTS TO FAILURE TO**
5 **PROSECUTE THE CASE IN GOOD FAITH AND CONSTITUTES WAIVER OF**
6 **THEIR RIGHT TO TRIAL DE NOVO.**

7 The duty rests upon the plaintiff to use diligence and to expedite his case to a final
8 determination. *Moore v. Cherry*, 90 Nev. 390, 528 P. 2d 1018, 1021 (1974). The element
9 necessary to justify dismissal for failure to prosecute is lack of diligence on the part of the
10 plaintiff, whether individually or through counsel. *Moore v. Cherry*, 90 Nev. 390, 528 P. 2d 1018,
11 1022 (1974).

12 NAR 22 (A) mandates the court to deem a party's or his attorney's failure to prosecute a
13 case in good faith during the arbitration proceedings as waiver of his right to trial de novo. *See*
14 NEV. ARB. R. § 22 (A) (2018). NAR 22(A) uses the mandatory term "*shall*" rather than the
15 permissive term "*may*" in setting the penalties for failure to prosecute a case in good faith. "[I]n
16 statutes, "*may*" is permissive and "*shall*" is mandatory unless the statute demands a different
17 construction to carry out the clear intent of the legislature." *S.N.E.A. v. Daines*, 108 Nev. 15, 19,
18 824 P.2d 276, 278 (1992).

19 Here, as early as December 1, 2017, the Arbitrator informed the parties of the discovery
20 and arbitration schedules. One of the reasons their case failed is because AQA and SALAM failed
21 to participate at Arbitration and establish their claims against JASMIN's alleged negligence.
22 Rather than participate in Discovery and Arbitration, AQA and SALAM chose not to. Either of
23 them could have appeared telephonically but did not do so. Consequently, they failed to support
24 their Cross-Claim against JASMIN. More importantly, there is no showing that AQA and SALAM
25 will appear at trial. Thus, a trial de novo would just be an exercise in futility, a waste time and
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1 resources and clog the Court's docket. Allowing them a trial violates the purpose of the rules to
2 secure the just, speedy, and inexpensive determination of every action. *See Nev. R. Civ. P. § 1*
3 (2008). In any event, AQA's and SALAM's failure to participate amounted to failure to prosecute
4 the case in good faith. Therefore, AQA and SALAM should be deemed to have waived their right
5 to trial de novo and their request for the same should be denied.

6 **CONCLUSION**

7 In view of the foregoing, Defendants' and Cross-Claimants' failure to participate at
8 Arbitration and Discovery in good faith necessitates the striking of their Request for Trial De
9 Novo. The Rules demand it. Therefore, Defendant and Cross-Defendant BERTILD JASMIN
10 requests respectfully that the Honorable Court grant the Motion to Strike Request for Trial De
11 Novo and the Arbitration Award be entered as a final judgment in this matter.
12

13 DATED this 16th day of January, 2019.

14
15 ROBERT L. CARDWELL & ASSOCIATES

16
17 By: 

18 JERICHO L. REMITIO, ESQ.

19 Nevada Bar No. 11446

20 2360 Corporate Circle, Suite 425

21 Henderson, NV 89074

22 Attorneys for Defendant and Cross-Defendant
23 Bertild Jasmin
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28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this 16th day of January, 2019, I did cause a true copy of DEFENDANT AND CROSS-DEFENDANT BERTILD JASMIN'S MOTION TO STRIKE CO-DEFENDANTS AND COUNTERCLAIMANTS MOHAMMAD AQA'S and ABDULL SALAM'S REQUEST FOR TRIAL DE NOVO to be placed in the United States Mail, with first class postage prepaid thereon, and addressed as follows:

JOHN R. HAWLEY, ESQ.
Law Offices of Karl H. Smith
7455 Arroyo Crossing Parkway, Suite 200
Las Vegas, NV 89113
Attorneys for Defendants and Counter-
Claimants


ZOE TERRY, ESQ.
Terry Law Group, PC
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Las Vegas, Nevada 89135
Attorneys for Plaintiff

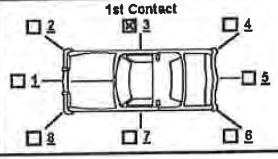
By: Karl Thomas
An Employee of Robert L. Cardwell & Associates

EXHIBIT A

| | | | | | |
|---|--|--|--|---|--|
| Event Number: 180401000670 | | STATE OF NEVADA TRAFFIC ACCIDENT REPORT SCENE INFORMATION SHEET <small>Revised 1/14/04</small> | | Accident Number: LVM180401000670 | |
| Code Revision: 01/01/2011 | | <input checked="" type="checkbox"/> 1) Urban <input type="checkbox"/> 1) Emergency Use <input type="checkbox"/> 1) Preliminary Report <input type="checkbox"/> 3) Reassignment <input type="checkbox"/> 1) Hit and Run <input type="checkbox"/> 2) Rural <input type="checkbox"/> 2) Office Report <input checked="" type="checkbox"/> 2) Initial Report <input type="checkbox"/> 4) Supplement Report <input type="checkbox"/> 2) Private Property | | Agency Name: LAS VEGAS METRO PD | |
| Collision Date: 4 / 1 / 2016 Time: 0525 Day: FRI Sect / Sector: S4 County: CLARK City: | | Surface: <input checked="" type="checkbox"/> 1) Asphalt <input type="checkbox"/> 2) Concrete <input type="checkbox"/> 3) Gravel <input type="checkbox"/> 4) Dirt <input type="checkbox"/> 5) Other Intersection: <input checked="" type="checkbox"/> 1) Four Way <input type="checkbox"/> 2) T-Intersection <input type="checkbox"/> 3) I <input type="checkbox"/> 4) X <input type="checkbox"/> 5) Roundabout <input type="checkbox"/> 6) Other Paddle Markers: <input checked="" type="checkbox"/> 1) None <input type="checkbox"/> 2) Left Side <input type="checkbox"/> 3) Right Side <input type="checkbox"/> 4) Both Sides <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) Other | | Mile Marker: # Vehicles: 2 # Non Motorists: 0 # Occupants: 4 # Fatalities: 0 # Injured: 1 # Restrained: 4 | |
| Occurred On: (Highway # or Street Name) <input type="checkbox"/> 1) Parking Lot S DECATUR BLVD Access Control: <input checked="" type="checkbox"/> 1) None <input type="checkbox"/> 2) Exit <input type="checkbox"/> 3) Partial | | | | | |
| <input checked="" type="checkbox"/> 1) At Intersection With: W HACIENDA AVE Of (Cross Street) <input type="checkbox"/> 2) Dr <input type="checkbox"/> 3) East <input type="checkbox"/> 4) West <input type="checkbox"/> 5) Approach | | | | | |
| Roadway Character <input type="checkbox"/> 1) Curve & Grade <input type="checkbox"/> 2) Curve & Hillcrest <input type="checkbox"/> 3) Curve & Level <input type="checkbox"/> 4) Straight & Grade <input type="checkbox"/> 5) Straight & Hillcrest <input checked="" type="checkbox"/> 6) Straight & Level <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 8) Other | | Roadway Conditions <input checked="" type="checkbox"/> 1) Dry <input type="checkbox"/> 7) Slush <input type="checkbox"/> 2) Ice <input type="checkbox"/> 8) Standing Water <input type="checkbox"/> 3) Wet <input type="checkbox"/> 9) Moving Water <input type="checkbox"/> 4) Snow <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 5) Sand / Mud / Oil / Dirt / Gravel <input type="checkbox"/> 6) Other | | Total Thru Lanes: Main Road: <input type="checkbox"/> 1) One <input type="checkbox"/> 2) Two <input type="checkbox"/> 3) Three <input type="checkbox"/> 4) Four <input type="checkbox"/> 5) Five <input type="checkbox"/> 6) > 6 <input type="checkbox"/> 13) Unknown Total All Lanes: | |
| Pavement Markings and Type 1) Centerline, Broken Yellow 2) Centerline, Solid Yellow 3) Centerline, Double Yellow 4) Lane Line, Broken White 5) Lane Line, Solid White 6) No Painting, Either Direction 7) Turn Arrow Symbols 8) Center Turn Lane Line 9) Edge Line, Left, Yellow 10) Edge Line, Right, White <input type="checkbox"/> 11) Other | | Highway Description <input checked="" type="checkbox"/> 1) Two-Way, Not Divided <input type="checkbox"/> 2) Two-Way, Divided, Unpro, Median <input type="checkbox"/> 3) Two-Way, Divided, Median Barrier <input type="checkbox"/> 4) One-Way, Not Divided <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) Off Road | | Weather Conditions <input checked="" type="checkbox"/> 1) Clear <input type="checkbox"/> 2) Cloudy <input type="checkbox"/> 3) Snow <input type="checkbox"/> 4) Rain <input type="checkbox"/> 5) Blowing Sand, Dirt, Soil, Snow <input type="checkbox"/> 6) Fog, Smog, Smoke, Ash <input type="checkbox"/> 7) Soggy Crosswinds <input type="checkbox"/> 8) Street / Hill <input type="checkbox"/> 9) Unknown <input type="checkbox"/> 10) Other | |
| Light Conditions <input type="checkbox"/> 1) Dark <input type="checkbox"/> 2) Dawn <input type="checkbox"/> 3) Daylight <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other <input type="checkbox"/> 6) Dark - No Roadway Lighting <input type="checkbox"/> 7) Dark - Spot Roadway Lighting <input checked="" type="checkbox"/> 8) Dark - Continuous Roadway Lighting <input type="checkbox"/> 9) Dark - Unknown Roadway Lighting | | Vehicle Collision Type <input type="checkbox"/> 1) Head On <input type="checkbox"/> 2) Rear End <input type="checkbox"/> 3) Backing <input checked="" type="checkbox"/> 4) Angle <input type="checkbox"/> 5) Rear to Rear <input type="checkbox"/> 6) Sideswipe - Meeting <input type="checkbox"/> 7) Sideswipe - Overtaking <input type="checkbox"/> 8) Non - Collision <input type="checkbox"/> 9) Unknown | | Location of First Event <input type="checkbox"/> 1) Travel Lane <input type="checkbox"/> 2) Turn Lane <input type="checkbox"/> 3) Lane <input type="checkbox"/> 4) Median <input type="checkbox"/> 5) Inside Shoulder <input type="checkbox"/> 6) Outside Shoulder <input checked="" type="checkbox"/> 7) Intersection <input type="checkbox"/> 8) Private Property <input type="checkbox"/> 9) Roadside <input type="checkbox"/> 10) Other | |
| Highway / Environment Factors <input checked="" type="checkbox"/> 1) None <input type="checkbox"/> 2) Weather <input type="checkbox"/> 3) Debris <input type="checkbox"/> 4) Glare <input type="checkbox"/> 5) Other Highway <input type="checkbox"/> 6) Other Environmental <input type="checkbox"/> 7) Shoulders <input type="checkbox"/> 8) Road Obstruction <input type="checkbox"/> 9) Worn Traffic Surface <input type="checkbox"/> 10) Wet, Ice, Snow, Slush <input type="checkbox"/> 11) Ruts, Holes, Bumps <input type="checkbox"/> 12) Active Work Zone <input type="checkbox"/> 13) Inactive Work Zone <input type="checkbox"/> 14) Animal in Roadway <input type="checkbox"/> 15) Unknown | | Property Damage To Other Than Vehicle Describe Property Damage: Owner's Name: <input type="checkbox"/> 1) Owner Notified Owner's Address: (Street Address City, State Zip) NV | | | |
| First Harmful Event | | | | | |
| Code # 214 <small>CONT.</small> | | Description: MOTOR VEHICLE IN TRANSPORT | | | |
| Description of Accident / Narrative | | | | | |
| VEHICLE 2 WAS TRAVELING E/B HACIENDA A DECATUR FROM THE NUMBER 1 OF 2 E/B TRAVEL LANES WITH AN UNKNOWN COLOR TRAFFIC SIGNAL. VEHICLE 1 WAS TRAVELING N/B DECATUR AT HACIENDA FROM THE NUMBER 2 OF 2 N/B TRAVEL LANES WITH AN UNKNOWN COLOR TRAFFIC SIGNAL. VEHICLE 2 FRONT THEN COLLIDED WITH VEHICLE 1 LEFT NEAR THE REAR TIRE. VEHICLE 2 CAME TO REST ON THE EAST SIDE OF | | | | | |
| <input checked="" type="checkbox"/> 1) Continued On Back of Scene Information Sheet | | | | | |
| Investigation Complete: <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No | | Photos Taken: <input type="checkbox"/> 1) Yes <input checked="" type="checkbox"/> 2) No | | Scene Diagram: <input type="checkbox"/> 1) Yes <input checked="" type="checkbox"/> 2) No | |
| Investigator(s): Pearson | | ID Number: 9312 | | Date: 4 / 1 / 2016 | |
| Reviewed By: Chulewudi Baker | | Date Reviewed: 4 / 6 / 2016 | | Page: 1 of 6 | |

Scene Information

| | | |
|---|---|---|
| Event Number: 160401000670 | STATE OF NEVADA TRAFFIC ACCIDENT REPORT SCENE INFORMATION SHEET <small>Revised 1/14/04</small> | Accident Number: LVM160401000670 Agency Name: LAS VEGAS METRO PD |
| Description of Accident / Narrative Continuation <p>THE INTERSECTION IN THE W/B LEFT TURN LANE. VEHICLE 1 ROTATED 270 DEGREES COUNTER CLOCKWISE COMING TO REST ON THE NORTH SIDE OF THE INTERSECTION IN THE S/B RIGHT TURN LANE.</p> <p>THE DRIVER OF VEHICLE 2 STATED HE WAS TRAVELING E/B HACIENDA AT DECATUR IN THE LEFT OF 2 E/B TRAVEL LANES WITH A GREEN TRAFFIC SIGNAL. HE STATED THAT AS HE WAS IN THE INTERSECTION, VEHICLE 2 RAN THE RED TRAFFIC SIGNAL N/B DECATUR ENTERING HIS PATH OF TRAVEL. HE STATED THAT HE THEN COLLIDED WITH VEHICLE 1.</p> <p>THE DRIVER OF VEHICLE 1 STATED HE WAS TRAVELING N/B DECATUR AT HACIENDA FROM THE RIGHT OF 2 N/B TRAVEL LANES WITH A GREEN TRAFFIC SIGNAL. HE STATED THAT AS HE WAS IN THE INTERSECTION, VEHICLE 2 RAN THE RED TRAFFIC SIGNAL E/B HACIENDA COLLIDING WITH HIS VEHICLE.</p> <p>AT FAULT FOR THIS COLLISION IS UNDETERMINED BECAUSE BOTH DRIVERS GAVE CONFLICTING STATEMENTS AND NO INDEPENDENT WITNESS. AIC WAS DETERMINED FROM TIRE SCRUB FROM VEHICLE 1'S REAR TIRES AND VEHICLE PLACEMENT.</p> | | |
| <div style="text-align: center;">  <p>Indicate North</p> </div> | | |
| A.I.C.: 24FT N/S 29FT W/E | | Page 2 of 8 |
| Scene Information | | |

| Event Number: 160401000670 | | STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 1/14/04</small> | | Accident Number: LVM160401000670 | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--------------------------------|---|--|--|-------------------------------|--------|-------------|-----------------------------|------------------|-----|--------------------------------|--------------------------|-------------------------------------|-----|--|--------------------------|--------------------------|-----|--|--------------------------|--------------------------|-----|--|--------------------------|--------------------------|-----|--|--------------------------|--------------------------|
| Vehicle # V1 | # Occupants 2 | <input type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle | | Agency Name: LAS VEGAS METRO PD | | | | | | | | | | | | | | | | | | | | | | | | | |
| Direction of Travel: <input checked="" type="checkbox"/> 1) North <input type="checkbox"/> 2) East <input type="checkbox"/> 3) South <input type="checkbox"/> 4) West | | Highway / Street Name: S DECATUR BLVD | | | Travel Lane #: 2 | | | | | | | | | | | | | | | | | | | | | | | | |
| Vehicle: <input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 2) Left Turn <input type="checkbox"/> 3) U-Turn <input type="checkbox"/> 4) Right Turn <input type="checkbox"/> 5) Wrong Way <input type="checkbox"/> 6) Passing <input type="checkbox"/> 7) Leaving Parked <input type="checkbox"/> 8) Leaving Lane <input type="checkbox"/> 9) Enter Parked <input type="checkbox"/> 10) Lane Change <input type="checkbox"/> 11) Unknown Action: <input type="checkbox"/> 12) Backing <input type="checkbox"/> 13) Right Turn <input type="checkbox"/> 14) Parked <input type="checkbox"/> 15) Stopped <input type="checkbox"/> 16) Backing <input type="checkbox"/> 17) Entering Lane <input type="checkbox"/> 18) Other Turning <input type="checkbox"/> 19) Driveway Vehicle <input type="checkbox"/> 20) Other | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Driver: (Last Name, First Name, Middle Name Initial) AQA, MOHAMMAD | | | | Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: 4201 W ROCHELLE AVE Apt# 2064 | | | | Transported To: | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: LAS VEGAS | | State / Country: <input checked="" type="checkbox"/> NV | Zip Code: 89103 | Person Type: 1 | Seating Position: 1 | | | | | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female DOB: 1991 | | Phone Number: 5105985814 | | Injury Severity: 0 | Injury Location: | | | | | | | | | | | | | | | | | | | | | | | | |
| OLN: | | State: <input checked="" type="checkbox"/> NV | Class: <input type="checkbox"/> 1) CDL <input checked="" type="checkbox"/> 2) DL | License Status: 0 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Compliance: <input type="checkbox"/> 1) Strict <input type="checkbox"/> 2) Endorse | | Endorsements: | | Restrictions: | | | | | | | | | | | | | | | | | | | | | | | | | |
| Alcohol/Drug Involvement: <input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown Method of Determination (check up to 2): <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 2) Urine Test <input type="checkbox"/> 3) Eyewitness Breath <input type="checkbox"/> 4) Blood Test <input type="checkbox"/> 5) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test | | Test Results: | | Driver Factors: <input checked="" type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 2) Had Been Drinking <input type="checkbox"/> 3) Drug Involvement <input type="checkbox"/> 4) Apparently Fatigued / Asleep <input type="checkbox"/> 5) Distracted <input type="checkbox"/> 6) Driver Ill / Injured <input type="checkbox"/> 7) Other Improper Driving <input type="checkbox"/> 8) Driver (gathering) / Distracted <input type="checkbox"/> 9) Physical Impairment <input type="checkbox"/> 10) Unknown | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vehicle Year: 1997 Plate / Permit No.: 48B852 Vehicle Identification Number: 4T1BF12B1VU142333 Registered Owner Name: AQA, MOHAMMAD Registered Owner Address: 3955 SWENSON ST APT 248, LAS VEGAS, NV 89119-7210 | | Vehicle Make: TOYOTA Vehicle Model: AVALON XLXLS Vehicle Type: SEDAN 4-DOOR State: <input checked="" type="checkbox"/> NV Expiration Date: 8 / 28 / 2018 Vehicle Color: WHI | | Vehicle Factors: <input type="checkbox"/> 1) Failed To Yield Right Of Way <input type="checkbox"/> 2) Failed To Maintain Lane <input type="checkbox"/> 3) Failed To Control Device <input type="checkbox"/> 4) Too Fast For Conditions <input type="checkbox"/> 5) Exceeding Speed Limit <input type="checkbox"/> 6) Wrong Way / Direction <input type="checkbox"/> 7) Mechanical Defects <input type="checkbox"/> 8) Drove Left Of Center <input type="checkbox"/> 9) Other <input type="checkbox"/> 10) Failed To Yield Right Of Way <input type="checkbox"/> 11) Following Too Close <input type="checkbox"/> 12) Unsafe Lane Change <input type="checkbox"/> 13) Made Improper Turn <input type="checkbox"/> 14) Over Correct/Steering <input type="checkbox"/> 15) Other Improper Driving <input type="checkbox"/> 16) Aggressive / Reckless / Careless <input type="checkbox"/> 17) Unsafe Backing <input type="checkbox"/> 18) Ran Off Road <input type="checkbox"/> 19) Left and Run <input type="checkbox"/> 20) Road Defect <input type="checkbox"/> 21) Object Avoidance <input type="checkbox"/> 22) Unknown <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | |
| Insurance Company Name: FARMERS Policy Number: 194295070 Effective: 2 / 23 / 2016 To: 8 / 23 / 2016 Insurance Company Address or Phone Number: 800-435-7784 | | 1st Contact  | | Damaged Areas: <input type="checkbox"/> 1) Front <input type="checkbox"/> 2) Right Side <input type="checkbox"/> 3) Left Side <input type="checkbox"/> 4) Rear <input type="checkbox"/> 5) Right Front <input type="checkbox"/> 6) Right Rear <input type="checkbox"/> 7) Top <input type="checkbox"/> 8) Under Garage <input type="checkbox"/> 9) Left Front <input type="checkbox"/> 10) Left Rear <input type="checkbox"/> 11) Unknown <input type="checkbox"/> 12) Other | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> 1) Vehicle Towed Towed By: EWING BROTHERS TOWING | | Removed To: OWNERS RESIDENCE/REQUEST | | <input type="checkbox"/> 1) Over Ride <input type="checkbox"/> 2) Under Ride | | | | | | | | | | | | | | | | | | | | | | | | | |
| Traffic Control: <input type="checkbox"/> 1) Speed Zone <input type="checkbox"/> 2) Signal Light <input type="checkbox"/> 3) Flashing Light <input type="checkbox"/> 4) School Zone <input type="checkbox"/> 5) End Signal <input type="checkbox"/> 6) No Passing <input type="checkbox"/> 7) No Controls <input type="checkbox"/> 8) Warning Sign <input type="checkbox"/> 9) Turn Signal <input type="checkbox"/> 10) Other <input type="checkbox"/> 11) Stop Sign <input type="checkbox"/> 12) Yield Sign <input type="checkbox"/> 13) R. R. Sign <input type="checkbox"/> 14) R. R. Gate <input type="checkbox"/> 15) R. R. Signal <input type="checkbox"/> 16) Marked Lanes <input type="checkbox"/> 17) Tire Chains/Snow Req. <input type="checkbox"/> 18) Permissive Green <input type="checkbox"/> 19) Unknown | | Distance Traveled After Impact: 171 FEET Speed Estimate: From 0 To 45 Limit Extent Of Damage: <input type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Moderate <input type="checkbox"/> 3) Major <input type="checkbox"/> 4) Total <input type="checkbox"/> 5) None <input type="checkbox"/> 6) Unknown | | Sequence Of Events: <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Code #</th> <th>Description</th> <th>Collision With Fixed Object</th> <th>Most Humiliating</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td>214 MOTOR VEHICLE IN TRANSPORT</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>2nd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>3rd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table> | | Code # | Description | Collision With Fixed Object | Most Humiliating | 1st | 214 MOTOR VEHICLE IN TRANSPORT | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2nd | | <input type="checkbox"/> | <input type="checkbox"/> | 3rd | | <input type="checkbox"/> | <input type="checkbox"/> | 4th | | <input type="checkbox"/> | <input type="checkbox"/> | 5th | | <input type="checkbox"/> | <input type="checkbox"/> |
| Code # | Description | Collision With Fixed Object | Most Humiliating | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1st | 214 MOTOR VEHICLE IN TRANSPORT | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2nd | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3rd | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4th | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5th | | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> 1) NR8 <input type="checkbox"/> 2) SFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Ending (1) | | Violation | | NOC | Citation Number | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> 1) NR8 <input type="checkbox"/> 2) SFR <input type="checkbox"/> 3) CC / MC (2) | | Violation | | NOC | Citation Number | | | | | | | | | | | | | | | | | | | | | | | | |
| Investigator(s) Pearson | | ID Number 9312 | Date 4 / 1 / 2016 | Reviewed By Chulawudt Baker | Date Reviewed 4 / 8 / 2016 | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | Page 3 of 8 | | | | | | | | | | | | | | | | | | | | | | | | |

Vehicle Information

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|--|--|---|---|--|------------------------|
| Event Number: 180401000870 | | STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 1/14/04</small> | | Accident Number: LVM180401000870 | |
| Name: Last Name, First Name, Middle Name Suffix MOHAMMAD, LAL | | Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____ | | Agency Name: LAS VEGAS METRO PD | |
| Street Address: 3940 ALGONQUIN DR APT# 172 | | Transported To: | | | |
| City: LAS VEGAS | State / Country: <input checked="" type="checkbox"/> 1) NV | Zip Code: 89118 | Person Type: 2 | Seating Position: 1 | Occupant Restraints: 7 |
| <input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female | DOB: 1990 | Phone Number: 7025067850 | Injury Severity: 0 | Injury Location: | |
| | | | Airbags: 2 | Airbag Switch: 1 | Ejected: 0 Trapped: 0 |
| Name: Last Name, First Name, Middle Name Suffix | | Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____ | | | |
| Street Address: | | Transported To: | | | |
| City: | State / Country: <input type="checkbox"/> 1) NV | Zip Code: | Person Type: | Seating Position: | Occupant Restraints: |
| <input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female | DOB: / / | Phone Number: | Injury Severity: | Injury Location: | |
| | | | Airbags: | Airbag Switch: | Ejected: Trapped: |
| Name: Last Name, First Name, Middle Name Suffix | | Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____ | | | |
| Street Address: | | Transported To: | | | |
| City: | State / Country: <input type="checkbox"/> 1) NV | Zip Code: | Person Type: | Seating Position: | Occupant Restraints: |
| <input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female | DOB: / / | Phone Number: | Injury Severity: | Injury Location: | |
| | | | Airbags: | Airbag Switch: | Ejected: Trapped: |
| <input type="checkbox"/> 1) Trailing Unit 1 VIN: | | Plate: | State: <input type="checkbox"/> 1) NV | Type: | |
| <input type="checkbox"/> 1) Trailing Unit 2 VIN: | | Plate: | State: <input type="checkbox"/> 1) NV | Type: | |
| <input type="checkbox"/> 1) Trailing Unit 3 VIN: | | Plate: | State: <input type="checkbox"/> 1) NV | Type: | |
| Commercial Vehicle Configuration <input type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus | | | | | |
| <input type="checkbox"/> 1) Bus, 9 - 15 Occupants <input type="checkbox"/> 4) Tractor Only <input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 2) Bus, > 15 Occupants <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 3) Single 2 Axle and 6 Tires <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 9) Tractor / Triples <input type="checkbox"/> 14) Other Heavy Vehicle <input type="checkbox"/> 5) App 4 Tire Vehicle <input type="checkbox"/> 10) Truck with Trailer | | Sources <input type="checkbox"/> 1) Driver <input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 5) Side of Vehicle <input type="checkbox"/> 3) Shipping Papers / Trip Manifest <input type="checkbox"/> 6) Other | | | |
| Carrier Name: | | Power Unit GVWR <input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 20,000 Lbs <input type="checkbox"/> 3) ≥ 20,000 Lbs | | <input type="checkbox"/> 1) Haz-Mat <input type="checkbox"/> 2) Released | |
| Carrier Street Address: | | City: | State: <input type="checkbox"/> 1) NV | Zip: | |
| Cargo Body Type | | Haz-Mat ID #: | Type of Carrier | NAS Safety Report #: | |
| <input type="checkbox"/> 1) Box <input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 11) Grain, Gravel Chpts <input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 9 - 15 Occupants <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage Refuse <input type="checkbox"/> 14) Other <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable | | Hazard Classification #: | <input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) DOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None | Carrier Number: | |
| | | | | Page 4 of 8 | |

Vehicle Information

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|---|---|---|---|--|--------------------------------------|
| Event Number: 180401000670 | | STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 1/14/04</small> | | Accident Number: LVM180401000670 | |
| Vehicle # V2 | # Occupants 2 | <input type="checkbox"/> 1) Fault <input type="checkbox"/> 2) Non Contact Vehicle | | Agency Name: LAS VEGAS METRO PD | |
| Direction of Travel: <input type="checkbox"/> 1) North <input checked="" type="checkbox"/> 2) East <input type="checkbox"/> 3) South <input type="checkbox"/> 4) West | | Highway / Street Name: W HACIENDA AVE | | | Travel Lane #: 1 |
| Vehicle: <input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 2) Left Turn <input type="checkbox"/> 3) Right Turn <input type="checkbox"/> 4) U-Turn <input type="checkbox"/> 5) Wrong Way <input type="checkbox"/> 6) Passing <input type="checkbox"/> 7) Leaving Parked <input type="checkbox"/> 8) Legging Lane <input type="checkbox"/> 9) Enter Parked <input type="checkbox"/> 10) Lane Change <input type="checkbox"/> 11) Unknown | | | | | |
| Action: <input type="checkbox"/> 1) Backing <input type="checkbox"/> 2) Right Turn <input type="checkbox"/> 3) Parked <input type="checkbox"/> 4) Stopped <input type="checkbox"/> 5) Backing <input type="checkbox"/> 6) Entering Lane <input type="checkbox"/> 7) Other Turning <input type="checkbox"/> 8) Driverless Vehicle <input type="checkbox"/> 9) Other | | | | | |
| Driver: <u>JASMIN, BERTILD</u> | | | Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other | | |
| Street Address: 5353 S JONES BLVD Apt# 1067 | | | Transported To: | | |
| City: LAS VEGAS | State / Country: <input checked="" type="checkbox"/> NV | Zip Code: 89118 | Person Type: 1 | Beating Position: 1 | Occupant Restraints: 7 |
| <input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 2) Female | DOB: 1988 | Phone Number: 7025413155 | Injury Severity: C | Injury Location: 7 | |
| OLN: | State: <input checked="" type="checkbox"/> NV | Class: <input type="checkbox"/> 1) GOL <input checked="" type="checkbox"/> 2) BL | License Status: 0 | Airbags: 2 | Airbag Switch: Ejected: 0 Trapped: 0 |
| Compliance: <input type="checkbox"/> 1) Restrain <input type="checkbox"/> 2) Endorse | | Endorsements | | Restrictions | |
| Alcohol/Drug Involvement: <input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspended Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown | | Method of Determination (check up to 2): <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 2) Urine Test <input type="checkbox"/> 3) Evidentiary Breath <input type="checkbox"/> 4) Blood Test <input type="checkbox"/> 5) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test | | Test Results: | |
| | | Driver Factors: <input checked="" type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 2) Had Been Drinking <input type="checkbox"/> 3) Drug Involvement <input type="checkbox"/> 4) Apparently Fatigued / Asleep <input type="checkbox"/> 5) Obstructed View <input type="checkbox"/> 6) Driver Ill / Injured <input type="checkbox"/> 7) Other Improper Driving <input type="checkbox"/> 8) Driver Inattention / Distracted <input type="checkbox"/> 9) Physical Impairment <input type="checkbox"/> 10) Unknown | | | |
| Vehicle Year: 2004 | | Vehicle Make: DODGE | Vehicle Model: DURANGO SLT | Vehicle Type: SUV/CARRY-ALL | |
| Plate / Permit No.: 901WCB | State: <input checked="" type="checkbox"/> NV | Expiration Date: 2 / 23 / 2017 | Vehicle Color: GRAY | | |
| Vehicle Identification Number: 1D4HD48N34F221662 | | | | | |
| Registered Owner Name: <input type="checkbox"/> 1) Same As Driver: JASMIN, BERTILD | | | | | |
| Registered Owner Address: 5353 S JONES BLVD - 1067, LAS VEGAS, NV 89118 | | | | | |
| Insurance Company Name: <input checked="" type="checkbox"/> 1) Insured: AMERICAN ACCESS | | | | | |
| Policy Number: 27AU000076695 | | Effective: 1 / 16 / 2016 | To: 7 / 28 / 2016 | | |
| Insurance Company Address or Phone Number: 630-645-7755 | | | | | |
| <input type="checkbox"/> 1) Vehicle Towed | | Towed By: | | | |
| Removed To: | | | | | |
| Traffic Control: F 1) Speed Zone F 2) Signal Light 3) Flashing Light 4) School Zone 6) Ped. Signal 6) No Passing 7) No Controls 8) Warning Sign 9) Turn Signal 10) Other | | Distance Traveled After Impact: 56 FEET | | Speed Estimate: From To Limit 35 | |
| Extent Of Damage: <input checked="" type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Moderate <input type="checkbox"/> 3) Major <input type="checkbox"/> 4) Total <input type="checkbox"/> 5) None <input type="checkbox"/> 6) Unknown | | Sequence Of Events: Code # Description Collision With Fixed Object Most Harmful Event | | | |
| | | 1st 214 MOTOR VEHICLE IN TRANSPORT <input type="checkbox"/> <input checked="" type="checkbox"/> | | | |
| | | 2nd <input type="checkbox"/> <input type="checkbox"/> | | | |
| | | 3rd <input type="checkbox"/> <input type="checkbox"/> | | | |
| | | 4th <input type="checkbox"/> <input type="checkbox"/> | | | |
| | | 5th <input type="checkbox"/> <input type="checkbox"/> | | | |
| <input type="checkbox"/> 1) MVR <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Pending | | Violation | | Citation Number | |
| (1) | | | | | |
| <input type="checkbox"/> 1) MVR <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC | | Violation | | Citation Number | |
| (2) | | | | | |
| Investigator(s): Pearson | | ID Number: 9312 | Date: 4 / 1 / 2016 | Reviewed By: Chulewudt Baker | Date Reviewed: 4 / 6 / 2016 |
| | | | | | Page 5 of 6 |

Vehicle Information

| | | | | | |
|---|--|--|---|--|---|
| Event Number: 180401000670 | | STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET <small>Revised 1/14/04</small> | | Accident Number: LVM180401000670 | |
| | | | | Agency Name: LAS VEGAS METRO PD | |
| Name: <small>(Last Name, First Name, Middle Name - Suffix)</small> PIERRE, ANGELIQUE | | | | Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other | |
| Street Address: 5711 W TROPICANA AVE APT# 224 | | | | Transported To: | |
| City: LAS VEGAS | | State / Country <input checked="" type="checkbox"/> 1) NV | | Zip Code: 89103 | |
| <input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input checked="" type="checkbox"/> 2) Female | | DOB: 1984 | | Phone Number: 9548319813 | |
| | | Injury Severity: 0 | | Injury Location: | |
| | | Airbags: 2 | | Airbag Switch: 1 | |
| | | Ejected: 0 | | Trapped: 0 | |
| Name: <small>(Last Name, First Name, Middle Name - Suffix)</small> | | | | Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other | |
| Street Address: | | | | Transported To: | |
| City: | | State / Country <input type="checkbox"/> 1) NV | | Zip Code: | |
| <input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female | | DOB: / / | | Phone Number: | |
| | | Injury Severity: | | Injury Location: | |
| | | Airbags: | | Airbag Switch: | |
| | | Ejected: | | Trapped: | |
| Name: <small>(Last Name, First Name, Middle Name - Suffix)</small> | | | | Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other | |
| Street Address: | | | | Transported To: | |
| City: | | State / Country <input type="checkbox"/> 1) NV | | Zip Code: | |
| <input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female | | DOB: / / | | Phone Number: | |
| | | Injury Severity: | | Injury Location: | |
| | | Airbags: | | Airbag Switch: | |
| | | Ejected: | | Trapped: | |
| <input type="checkbox"/> 1) Trailing Unit 1 VIN: | | Plate: | | State: <input type="checkbox"/> 1) NV Type: | |
| <input type="checkbox"/> 1) Trailing Unit 2 VIN: | | Plate: | | State: <input type="checkbox"/> 1) NV Type: | |
| <input type="checkbox"/> 1) Trailing Unit 3 VIN: | | Plate: | | State: <input type="checkbox"/> 1) NV Type: | |
| Commercial Vehicle Configuration <input type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus | | | | | |
| <input type="checkbox"/> 1) Bus, 9 - 16 Occupants <input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 2) Bus, > 16 Occupants <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 3) Single 2 Axle and 6 Tire <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 9) Tractor / Triplex <input type="checkbox"/> 14) Other Heavy Vehicle <input type="checkbox"/> 5) Any 4 Tire Vehicle <input type="checkbox"/> 10) Tractor with Trailer | | | Source <input type="checkbox"/> 1) Driver <input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 5) Side of Vehicle <input type="checkbox"/> 3) Shipping Papers / Trip Manifest <input type="checkbox"/> 6) Other | | |
| Carrier Name: | | | Power Unit GVWR <input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 26,000 Lbs <input type="checkbox"/> 3) ≥ 26,000 Lbs | | <input type="checkbox"/> 1) Haz-Mat |
| Carrier Street Address: | | | City: | | State: <input type="checkbox"/> 1) NV Zip: |
| Cargo Body Type <input type="checkbox"/> 1) Pole <input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 11) Grain, Gravel Chpts <input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 9 - 16 Occupants <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 13) Bus, > 16 Occupants <input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage Refuse <input type="checkbox"/> 14) Other <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable | | | Haz-Mat ID #: Hazard Classification #: | | Type of Carrier <input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None |
| | | | NAO Safety Report #: Carrier Number: | | Page 6 of 6 |

Vehicle Information

EXHIBIT B

KURTH LAW OFFICE
3420 North Buffalo Drive
Las Vegas, NV 89129
(702) 438-5810

1 ROBERT O. KURTH, JR.
Nevada Bar No. 4659
2 **KURTH LAW OFFICE**
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3 Las Vegas, NV 89129
Tel: (702) 438-5810
4 Fax: (702) 459-1585
E-mail: kurthlawoffice@gmail.com
5 ARBITRATOR

**DISTRICT COURT
CLARK COUNTY, NEVADA**

6
7 LAL MOHAMMAD,

8 Plaintiff,

9 v.

10 BERTILD JASMIN, MOHAMMAD AQA,
11 ABDULL SALAM, DOES I through V, and
12 ROE CORPORATIONS I through V,
inclusive,

13 Defendants.

14
15 MOHAMMAD AQA and ABDULL
SALAM,

16 Crossclaimants,

17 v.

18 BERTILD JASMIN,

19 Crossdefendant.

Case No. A-17-754280-C
Dept. No. VIII

ARBITRATION 17-3595

20 **ARBITRATION DECISION**

21
22 **THIS MATTER** having come before the Arbitrator on the 29th day of
23 November 2018, at the hour of 1:00 p.m. for the Arbitration Hearing of this matter.

24 **WHEREAS THE ARBITRATOR FINDS** that the Plaintiff, LAL
25 MOHAMMAD, individually ("LAL"), appeared with and through his attorney, ZOE TERRY,
26 ESQ., of the TERRY LAW GROUP, attorneys for Plaintiff; and the Defendant, BERTILD
27 JASMIN, individually ("BERTILD") appeared with and through his attorney, JERICHO L.
REMITIO, ESQ. of ROBERT CARDWELL & ASSOCIATES, attorneys for Defendant BERTILD;

1 and the Defendants/Crossclaimants, MOHAMMAD AQA ("AQA") and ABDULL SALAM
2 ("SALAM"), did not personally appear but appeared through their attorney, ELLEN STOEHLING,
3 ESQ. of the LAW OFFICES OF KARL H. SMITH. The Witnesses were sworn and testified, the
4 exhibits were admitted and testimony was given. The Arbitrator having considered the pre-hearing
5 statements of the Parties, the testimony of witnesses, the exhibits offered for consideration and
6 arguments on behalf of the Parties, and good cause appearing:

7 **THE ARBITRATOR FURTHER FINDS** that the following facts were
8 proven by a preponderance of the evidence:

9 1. That it is undisputed that on April 1, 2016, the Plaintiff LAL was a passenger in a
10 motor vehicle, 1997 Toyota Avalon, that was being driven by the Defendant AQA, of which vehicle
11 was allegedly owned by the Defendant SALAM.

12 2. That on or about April 1, 2016, the Plaintiff LAL, the Defendant AQA and the
13 Defendant BERTILD were all involved in a motor vehicle collision that occurred at the intersection
14 of Decatur Boulevard and Hacienda.

15 3. That the Defendant AQA and the Plaintiff LAL were coming home from work as
16 taxi drivers in the early morning hours, and the Defendant BERTILD was going to work as a taxi
17 driver. The Defendant BERTILD's wife was also in the vehicle.

18 4. That the Defendant BERTILD was driving eastbound on Hacienda and the
19 Defendant AQA was driving northbound on Decatur Boulevard at the time of the collision.

20 5. That the Defendant AQA did not appear at the Arbitration Hearing and did not
21 offer any testimony so his credibility could not be determined.

22 6. That the Defendant BERTILD testified that he was looking at the green light
23 prior to entering into the intersection and his testimony was credible.

24 7. That the Plaintiff LAL sued both the Defendant BERTILD and the Defendant
25 AQA because he was not sure, who was at fault for the collision; however, the Plaintiff LAL
26 testified that he believed that the Defendant AQA had a yellow light when they were entering the
27 intersection.

28 8. That the police officer from the Las Vegas Metropolitan Police Dept.
investigated the collision and could not determine fault.

9. That the Defendant BERTILD testified that the Defendant AQA and the Plaintiff

1 LAL looked very tired and sleepy and that the Defendant AQA made a statement against his interest
2 to BERTILD. The Plaintiff LAL did not hear what AQA allegedly said.

3 10. That the primary initial point of impact from the accident was on the left rear
4 passenger side of the Plaintiff's LAL's vehicle and the front of the Defendant BERTILD's vehicle.

5 11. That the Plaintiff's LAL's vehicle spun several times after the impact.

6 12. That there was damage to both vehicles.

7 13. That the Plaintiff LAL testified in his deposition on page 12 and stated: "Before
8 we get to the Hacienda intersection, the light, I just saw the light was yellow. And after that when it
9 was accident, I don't know. So it was getting red? So it was green? I don't know that."

10 14. That the Plaintiff LAL testified at the Arbitration Hearing that the light was
11 yellow just before he entered the intersection.

12 15. That the Defendant BERTILD could not have a green light if the Defendant
13 AQA had a yellow light, and if so, it would mean that the Defendant BERTILD would have crossed
14 approximately 5-6 lanes of traffic thru the intersection on a red light prior to striking the vehicle in
15 which the Plaintiff LAL was a passenger not long after LAL and AQA had entered the intersection.
16 That would mean that the Defendant AQA's light was going from green to yellow. The Defendant
17 AQA's vehicle was struck not far into the intersection and he was traveling in the far outside lane.

18 16. That when weighing the testimony and evidence provided, along with the
19 credibility of the Parties and their version of events, I FIND that it is more probable and likely than
20 not that the Defendant AQA ran a red light and failed to yield the right of way to BERTILD.
21 Whereas, the Defendant AQA was negligent as he violated Nevada traffic laws by failing to pay full
22 time and attention, failing to yield the right of way, and failing to use due care in driving / traveling
23 thru the intersection on the roadways in the State of Nevada.

24 17. That I FIND that the Defendant BERTILD is not negligent or at fault for the
25 Collision / incident.

26 18. That neither Party was transported from the accident scene to a hospital or other
27 healthcare provider.

28 19. That LAL suffered injuries as a result of the accident, but there is not
enough evidence to determine if LAL has residual injuries.

20. That LAL was released from treatment approximately 3 months after the

1 accident and has resumed his normal physical activities and is believed to have attained maximum
2 medical improvement with regard to the injuries sustained as a result of the accident.

3 21. That LAL mitigated his damages through his treatment.

4 22. That LAL missed approximately one week of work as a result of the injuries he
5 sustained in the accident and had lost wages in the approximate amount of \$566.40.

6 23. That the Defendant's AQA's actions/omissions were the direct and proximate
7 cause of the damage to LAL and the vehicle in which he was a passenger.

8 24. That the Defendant's AQA's actions/omissions attributed to the accident
9 and the injuries sustained by the Plaintiff LAL.

10 25. That a review of the medical reports and records supports the assertion that
11 LAL was injured as a result of the accident, and was treated for such, which resulted in medical
12 bills incurred as a result of the accident.

13 26. That LAL's treatment and related medical billing was reasonable.

14 27. That sufficient evidence was not provided to prove that the Defendant SALAM
15 was related to the Defendant AQA or that liability should be imputed pursuant to NRS 41.440 or
16 that he negligently entrusted the vehicle to AQA, who was employed as a taxi driver.

17 **NOW THEREFORE, IT IS HEREBY ORDERED AND**

18 **ADJUDGED** that the Arbitrator finds in favor of the Plaintiff LAL and against the Defendant
19 AQA on the claim(s) for relief / cause(s) of action set forth in the Complaint.

20 **IT IS FURTHER ORDERED** that the Arbitrator finds in favor of the Cross-
21 Defendant BERTILD against the Cross-Claimants AQA and SALAM concerning the claim(s) for
22 relief / cause(s) of action set forth in the Cross-Claim.

23 **IT IS FURTHER ORDERED** that the Plaintiff LAL is HEREBY
24 **AWARDED** a JUDGMENT against the Defendant AQA, in the sum certain amount of \$8,566.40
25 for his medical expenses, pain and suffering, emotional distress, anxiety, and lost wages. Said
26 Judgment shall accrue interest from the date of entry at the statutory rate as set forth in NRS 17.130,
27 which is the rate equal to the prime rate at the largest bank in Nevada as ascertained by the
28 commissioner of financial institutions on January 1st or July 1st, as the case may be, immediately
preceding the date of judgment, plus 2 percent. The Judgment interest rate must be adjusted
accordingly on each January 1st and July 1st thereafter until the Judgment is satisfied.

KURTH LAW OFFICE
3420 North Buffalo Drive
Las Vegas, NV 89129
(702) 438-5810

1 **IT IS FURTHER ORDERED** that the Plaintiff LAL is HEREBY
2 AWARDED a JUDGMENT against the Defendant AQA for his reasonable costs incurred, and that
3 each Party shall bear their own attorney's fees incurred.

4 DATED and DONE this 17th day of December, 2018.

5 **IT IS SO ORDERED.**

6 
7 **ARBITRATOR**

8
9
10 **NOTICE**

11 Pursuant to Nevada Arbitration Rule 18(A), you are hereby notified you have thirty
12 (30) days from the date you are served with this document within which to file a written request for
13 trial de novo with the Clerk of the Court and to serve the ADR Commissioner and all other parties.

14
15 **CERTIFICATE OF SERVICE**

16 **I HEREBY CERTIFY** that on the 17th day of December, 2018, I served a true and
17 correct copy of the foregoing **ARBITRATION DECISION** in the above-entitled case by
18 transmitting a copy by ELECTRONIC SERVICE via Odyssey pursuant to EDCR 7.26, 8.05 and
19 NEFCR 9 to the following:

20 ZOE TERRY, ESQ.

TERRY LAW GROUP, PC
1980 Festival Plaza Dr., Ste. 300
Las Vegas, NV 89135
E-MAIL: zoe@terrylawgroup.com
Attorneys for Plaintiff

24 KARL H. SMITH, ESQ.
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E-MAIL: karl.smith@farmersinsurance.com
Attorneys for Defendants/Crossclaimants,
MOHAMMAD AQA and ABDULL SALAM:

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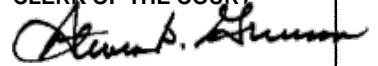
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JERICO L. REMITIO, ESQ.
ROBERT L. CARDWELL & ASSOCIATES
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Attorneys for Defendant / Cross-Defendant, BERTILD JASMIN

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Attorneys for Plaintiffs, BERTILD JASMIN & ANGELIQUE PIERRE


An employee of KURTH LAW OFFICE.



1 **SATF**
2 ZOE TERRY, ESQ.
3 Nevada Bar No. 0010900
4 TERRY LAW GROUP, PC
5 1980 Festival Plaza Dr., Ste 300
6 Las Vegas, NV 89135
7 Attorneys for Plaintiff
8 (702) 726-6797

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

8 LAL MOHAMMAD,)
9)
10 Plaintiff,)
11 vs.)
12 BERTILD JASMIN, MOHAMMAD AQA,)
13 ABDULL SALAM, DOES I through V,)
14 and ROE corporations I through V,)
15 inclusive,)
16 Defendants.)

CASE NO.: A-17-754280-C
DEPT NO.: VII


16 **SATISFACTION OF JUDGMENT**

17 FOR AND IN CONSIDERATION of valuable consideration, the receipt of which is hereby
18 acknowledged in the above-captioned action, full satisfaction is hereby acknowledged of the Judgment
19 entered in said action on the 1st day of April, 2019, in favor of Plaintiff, and the Clerk of Court is
20 hereby authorized and directed to enter satisfaction of record of said Judgment.

21 Dated this 11th day of April, 2019.

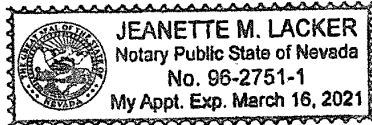
22 **TERRY LAW GROUP, PC**

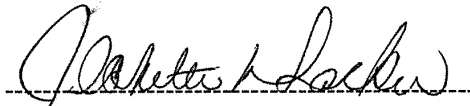
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24 BY: _____


25 **ZOE TERRY, ESQ.**
26 Nevada Bar No. 0010900
27 1980 Festival Plaza Dr., Suite 300
28 Las Vegas, NV 89135
Attorney for Plaintiff

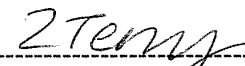
1 STATE OF NEVADA)
) S.S.:
2 COUNTY OF CLARK)

3 On this 11 day of April, 2019, personally appeared ZOE TERRY, ESQ., before me, the
4 Undersigned a Notary Public in and for the County of Clark, State of Nevada, who acknowledged to
5 me that she executed the above instrument.




NOTARY PUBLIC

9 Submitted by:
10
11 **TERRY LAW GROUP, PC**

12 BY: 
13 **ZOE TERRY, ESQ.**
14 Nevada Bar No. 0010900
15 1980 Festival Plaza Dr., Suite 300
16 Las Vegas, NV 89135
17 Attorney for Plaintiff

18 ///
19 ///
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27 ///
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 12 day of April, 2019, I served a true and correct copy of
3 the foregoing **SATISFACTION OF JUDGMENT**, addressed to the following counsel of
4 record at the following address(es), as follows:
5

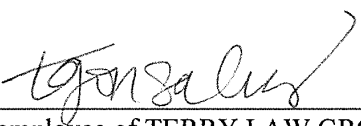
6 **VIA U.S. MAIL:** by placing a true copy thereof enclosed in a sealed envelope with
7 postage thereon fully prepaid, addressed as indicated on service list below in the
United States mail at Las Vegas, Nevada.

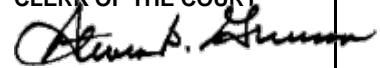
8 **VIA FACSIMILE:** by causing a true copy thereof to be telecopied to the number
9 indicated on the service list below.

10 ✓ **VIA E-SERVICE:** an electric copy of the preceding document was concurrently served upon
opposing counsel via the Court's electronic service system.

11 Steven M. Rogers, Esq.
12 LAW OFFICES OF KARL H. SMITH
13 7455 Arroyo Crossing Parkway, Suite 200
Las Vegas, NV 89113
Steven.rogers@farmersinsurance.com
14 Attorney for Defendants,
15 Aqa Mohammad and Abdull Salam

16 Elaine A. Dowling, Esq.
17 EAD LAW GROUP, LLC
8275 S. Eastern Ave., Suite 200
Las Vegas, NV 89123
18 ead@eadlawgroup.com
19 Attorney for Defendant,
Bertild Jasmin

20 
21 _____
An employee of TERRY LAW GROUP, PC
22
23
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26
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COMPJD
KEVIN HOLTMAN [SBN: 11603]
LAW OFFICE OF KEVIN D. HOLTMAN
P.O. BOX 371929
Las Vegas, Nevada 89137
Telephone: (702) 569-4789
Facsimile: (702) 548-1583

Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

| | | |
|------------------------------------|---|--|
| BERTLID JASMIN, an individual, and |) | Case No.: A-18-772071-C |
| ANGELIQUE PIERRE, an individual; |) | Dept: Department 23 |
| Plaintiffs, |) | COMPLAINT FOR DAMAGES: |
| vs. |) | 1. NEGLIGENCE (Auto) |
| MOHAMMAD AQA, an individual, and |) | <u>DAMAGES EXCEED \$15,000.00</u> |
| DOES 1 through 50, inclusive, |) | |
| Defendants. |) | <u>DEMAND FOR JURY TRIAL</u> |

Plaintiffs BERTLID JASMIN and ANGELIQUE, on information and belief, make the following allegations to support this Complaint:

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the defendants because they are residents of the State of Nevada.

2. Venue is proper in this judicial district because each Defendants named herein resides in Clark County, Nevada, and the injuries alleged herein occurred in Clark County, Nevada.

1 .

COMPLAINT FOR DAMAGES

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PLAINTIFFS

3. Plaintiff BERTLID JASMIN is an individual over the age of 18 and, at all times mentioned herein was, a resident of the County of Clark in the State of Nevada.

4. Plaintiff ANGELIQUE PIERRE is an individual over the age of 18 and, at all times mentioned herein was, a resident of the County of Clark in the State of Nevada.

DEFENDANTS

5. Defendant MOHAMMAD AQA is an individual over the age of 18 and, at all times mentioned herein, was a resident of the County of Clark in the State of Nevada.

6. Plaintiffs are ignorant of the true names and capacities, whether individual; partnership, corporate, or otherwise, of Defendants sued as DOES 1-50, inclusive, and therefore, sues these Defendants by fictitious names. Plaintiffs will seek leave of Court to amend this Complaint to allege the true names and capacities of these DOE Defendants when ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Defendants was, in some manner, responsible for the occurrences herein alleged and the damages suffered by Plaintiffs, as alleged, were proximately caused by their conduct.

FACTS

7. On or about April 1, 2016, Plaintiff BERTLID JASMIN was driving his vehicle eastbound on Hacienda at the intersection of Decatur with Plaintiff ANGELIQUE PIERRE as a passenger in the vehicle.

8. Defendant MOHAMMAD AQA was driving his vehicle northbound on Decatur approaching the same intersection.

1 9. Defendant MOHAMMAD AQA failed to stop at a red light and entered the
2 intersection into the path of Plaintiffs' vehicle.

3
4 10. The front of Plaintiffs' vehicle struck the side of Defendant's vehicle.

5
6 11. As a result of the impact, Plaintiffs suffered severe pain. Plaintiffs sought medical
7 treatment for their injuries, including but not limited to chiropractic treatment.

8
9 12. Given the nature of the injuries, the severe pain and shock to Plaintiffs' system
10 resulting therefrom, and the extent of the medical damages, Plaintiffs' damages are in excess of
11 \$15,000.00

12 CAUSE OF ACTION - NEGLIGENCE

13
14 13. Plaintiffs reallege and incorporate by reference, as though fully set forth herein,
15 each and every allegation set forth in paragraphs 1 through 12 above.

16
17 14. Defendant had a duty to operate his vehicle in a safe manner, to obey the traffic
18 signals and avoid entering an intersection on a red light..

19
20 15. Defendant breached his duty when Defendant operated the vehicle in an unsafe
21 manner by failing to stop at a red traffic signal and go into the path of Plaintiffs' oncoming
22 vehicle.

23
24 16. Plaintiffs suffered damages including physical injuries, pain and suffering,
25 medical expenses, attorney's fees and costs, and property damages that were the legal and
26 proximate result of Defendant's negligent breach of his duty to operate a vehicle in a safe
27 manner.

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PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs seek judgment as follows:

- a. Special damages in excess of \$15,000.00;
- b. Compensatory damages in excess of \$15,000.00;
- c. General damages in excess of \$15,000.00;
- d. Attorney's fees and costs of suit; and
- e. Such other relief as the Court deems just and proper.

Dated: March 31, 2018

LAW OFFICE OF KEVIN D. HOLTMAN

By: 

KEVIN HOLTMAN
Attorney for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a jury trail.

Dated: March 31, 2018

LAW OFFICE OF KEVIN D. HOLTMAN

By: 

KEVIN HOLTMAN
Attorney for Plaintiffs

Attorney for Plaintiff

(FIRST REQUEST)

ROA Page 435

1 process of the Complaint and Summons filed herein on Defendants.

2 DATED this 1st Day of August, 2018

3
4 By: 

5 KEVIN HOLTMAN
6 Nevada Bar No.: 11603
7 P.O. Box 371929
8 Las Vegas, Nevada 89137
9 Telephone: (702) 569-4789
10 Facsimile: (702) 548-1583
11 kholtman@holtmanlaw.com
12 Attorney for Plaintiff

13 TO: Defendant, MOHAMMAD AQA,

14 YOU AND EACH OF YOU take notice that on the 09 day of October,
15 2018, at the hour of 9:30 o'clock A.m., of said day, the above **MOTION FOR**
16 **EXTENSION OF TIME WITHIN WHICH TO SERVE THE SUMMONS AND**
17 **COMPLAINT** will be heard in Department 30 of the above-entitled Court.

18 DATED this 1st Day of August, 2018

19 By: 

20 KEVIN HOLTMAN
21 Nevada Bar No.: 11603
22 P.O. Box 371929
23 Las Vegas, Nevada 89137
24 Telephone: (702) 569-4789
25 Facsimile: (702) 548-1583
26 kholtman@holtmanlaw.com
27 Attorney for Plaintiff

28 **MEMORANDUM OF POINTS AND AUTHORITIES**

Plaintiff, by and through her counsel, is seeking leave of this Honorable Court to extend the time within which to effectuate service of process of the Summons and Complaint on Defendants.

In this case, a Complaint for Negligence was filed in the above entitled action on April 1, 2018, and a Summons was duly issued to Defendant. Plaintiffs' counsel has made attempts to properly serve this Defendant. However, attempts have been unsuccessful thus far. Plaintiffs'

1 counsel now must seek alternative methods, up to and including service by the Department of
2 Motor Vehicles. This effort will, however, require an extension of time in which to effectuate
3 service.

4 Plaintiff is respectfully requesting that this Honorable Court enter an Order, pursuant to
5 NRCp 6 and EDCR 2.25, allowing Plaintiff an extension of time within which to effectuate
6 service of process of the Summons and Complaint on Defendants for a period of sixty (60) days.

7
8 DATED this 1st Day of August, 2018

9
10 By: 

11 KEVIN HOLTMAN
12 Nevada Bar No.: 11603
13 P.O. Box 371929
14 Las Vegas, Nevada 89137
15 Telephone: (702) 569-4789
16 Facsimile: (702) 548-1583
17 kholtman@holtmanlaw.com
18 Attorney for Plaintiff
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ROA Page 438

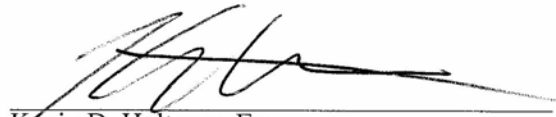
1 Motion for Extension of Time to Serve the Summons and Complaint is **GRANTED** for a period
2 of sixty (60) days.

3 DATED this 1 day of Oct, 2018.
4

5 
6 DISTRICT COURT JUDGE
7 JUDGE STEFANY A. MILEY
8

9 Respectfully Submitted By:

10 LAW OFFICE OF KEVIN D. HOLTMAN

11 
12

13 Kevin D. Holtman, Esq.
14 Nevada Bar No. 11603
15 P.O. Box 371929
16 Las Vegas, Nevada 89137
17 Attorney for Plaintiff
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2.

ORDER
A-18-772071-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Auto

COURT MINUTES

February 19, 2019

A-18-772071-C Jasmin Bertlid, Plaintiff(s)
vs.
Mohammad Aqa, Defendant(s)

**February 19, 2019 9:30 AM Status Check: Status of
Case**

HEARD BY: Miley, Stefany

COURTROOM: RJC Courtroom 12C

COURT CLERK: Katherine Streuber

RECORDER: Maria Garibay

PARTIES

PRESENT: Holtman, Kevin D. Attorney for Plaintiffs

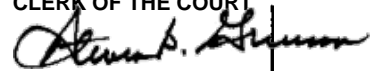
JOURNAL ENTRIES

- Counsel advised case had gotten complicated since the filing of the Complaint, noted Defendant filed against Plaintiff which his client had not been served and stated they have not been given Defendant's address. Counsel further advised Arbitration will not give an extension, noted hearing was held in November which Defendant did not appear and Arbitrator awarded for the Plaintiff. Counsel pointed out Defendant had now filed for Trial De Novo. Upon Court's inquiry, counsel advised they have not filed an Answer as they had not been served and stated they most likely will file for default. Court advised it will case Status Quo and stated if there is no further activity, the matter will be placed back on calendar.

PRINT DATE: 03/04/2019

Page 1 of 1

Minutes Date: February 19, 2019



DISTRICT COURT
CLARK COUNTY, NEVADA

JASMIN BERTLID

Case No.: A-18-772071C

vs

Department XXIII

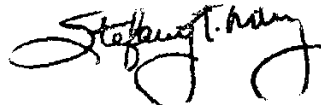
MOHAMMAD AQA

ORDER SCHEDULING STATUS CHECK RE: CASE STATUS

TO: Kevin D. Holtman, Esq.:

YOU ARE HEREBY ORDERED TO APPEAR in District Court, Department
XXIII, at 200 Lewis Avenue, 12th floor, Courtroom 12C on **June 18, 2019 at 9:30 a.m.**
to give status regarding the above matter. Failure to appear may result in the dismissal of
this action.

DATED this 2nd day of May, 2019.



HONORABLE STEFANY A. MILEY
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of May, 2019, I caused a copy of the within
Order Scheduling Status Check to be placed in the attorney's folder in the Clerk's Office,
faxed, or mailed a copy to Kevin D. Holtman, Esq.

By: 

Carmen Alper
Judicial Executive Assistant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Auto

COURT MINUTES

July 02, 2019

A-18-772071-C Jasmin Bertlid, Plaintiff(s)
vs.
Mohammad Aqa, Defendant(s)

July 02, 2019

9:30 AM

Status Check

**STATUS CHECK RE
CASE STATUS**

HEARD BY: Miley, Stefany

COURTROOM: RJC Courtroom 12C

COURT CLERK: Katherine Streuber

RECORDER: Maria Garibay

PARTIES

PRESENT: Holtman, Kevin D.

Attorney for Plaintiffs

JOURNAL ENTRIES

- Court pointed out there had been no activity in the case since the filing of Complaint. Counsel advised a Trial De Novo had been filed in other case which has been stricken and stated they would be filing default. Counsel also noted there had been no appearances nor communication by defense counsel. COURT SO NOTED.

PRINT DATE: 07/23/2019

Page 1 of 1

Minutes Date: July 02, 2019

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Auto

COURT MINUTES

February 04, 2020

A-18-772071-C Jasmin Bertlid, Plaintiff(s)
vs.
Mohammad Aqa, Defendant(s)

**February 04, 2020 9:30 AM Status Check Status Check Re:
Case Status - No
action since July 2019**

HEARD BY: Miley, Stefany

COURTROOM: RJC Courtroom 12C

COURT CLERK: Katherine Streuber

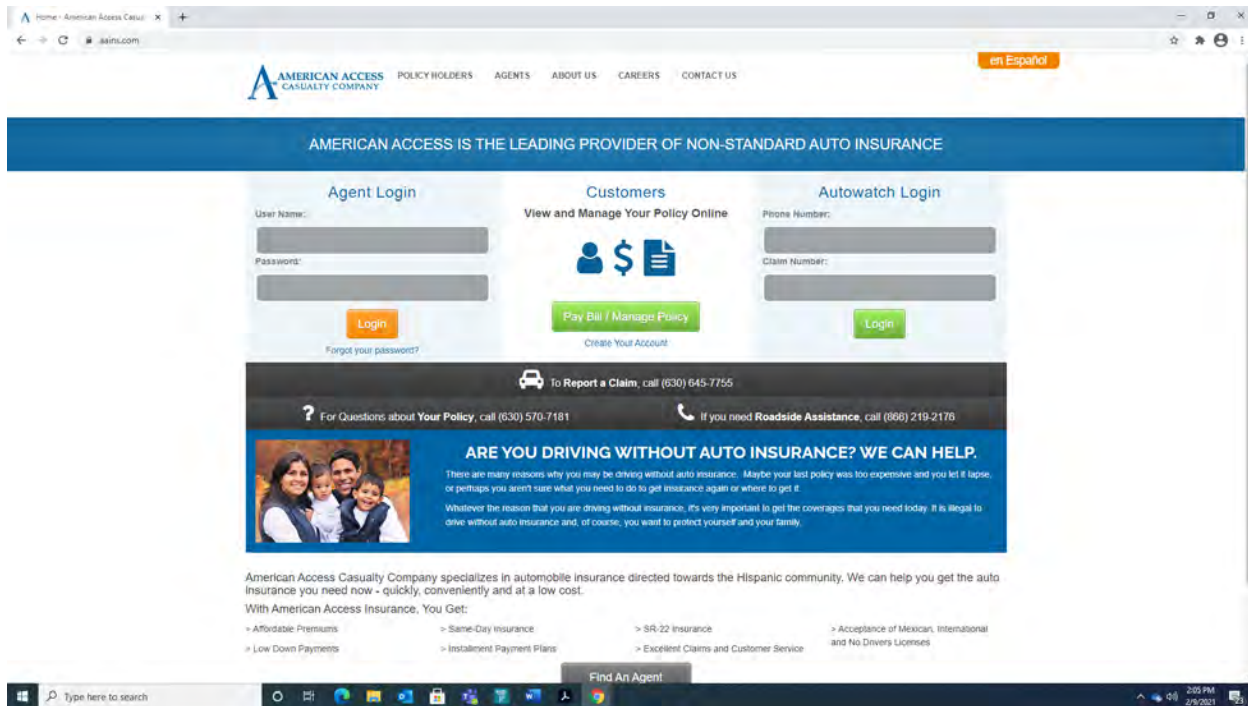
RECORDER: Maria Garibay

PARTIES

PRESENT: Holtman, Kevin D. Attorney for Plaintiffs

JOURNAL ENTRIES

- Court noted there had been no activity in this case since July 2019. Mr. Holtman advised they are filing a default this week and stated he had spoken with his clients to work out some issues. COURT SO NOTED.



Nevada Rules of Professional Conduct Complaint
Sworn Statement from John E. Kern

July 28, 2021

I feel very strongly that Kevin Dennis Holtman, Bar # 11603, from the Law Office of Kevin D. Holtman violated the Nevada Rules of Professional Conduct by not providing competent representation, not displaying reasonable diligence & promptness, and not communicating with me while he was representing me in an insurance claim from a motorcycle accident that I had on June 4, 2019.

When you are involved in a motor vehicle accident, suffer damages, and decide to hire an attorney you should have the expectation that they will vigorously represent you and at a minimum provide some regular feedback on the progress of your claim. I thought hiring an individual practitioner would provide better representation and communication since I wouldn't be lost in the shuffle of a large practice. My experiences with Mr. Holtman were the extreme opposite of vigorous representation and feedback. The entire process with Mr. Holtman was very frustrating and took an inordinate amount of my time to prompt him to provide feedback. Once I did hear from him it was obvious to me that he had done little to nothing on my case and wasn't even aware of basic facts like which insurance company was actually liable for the claim even though I had provided the information to him in a timely manner.

I was rear ended on my motorcycle while sitting at a red light on June 4, 2019 at 1:47PM at N Jones & W Lone Mountain in Las Vegas. While the light was still red an Enterprise Rental Truck hit a BMW automobile behind me and drove the BMW into me. I have a police report from LVMPD for the incident that is attached as a part of my client file. The driver, Ramiro Mendez Cuevas, of the Enterprise Rental Truck was found to be at fault for this incident per the State of Nevada Traffic Crash Report. I was knocked off and under the bike. I had pain in my right ankle, knee, and back. My motorcycle sustained about \$6,000 worth of damages and was repaired by Red Rock Harley-Davidson under my personal State Farm Insurance policy. State Farm Insurance has done a great job handling my claim and even refunded my \$500 deductible on August 30, 2019 once they had established a claim with Eastern Atlantic Insurance. I am fortunate State Farm was so timely because I know now that if I relied on Mr. Holtman to represent me I'd probably still be waiting for repairs. Elco Claim Services was handling claims for Enterprise and their claim number is 14533357. Eastern Atlantic Insurance is handling claims for the driver and their claim number is 9171. I went to UMC Quick Care on June 4, 2019 @ 4:45PM and then again on June 9, 2019 @ 9:00AM. I also went to Advanced Manual Therapy Institute for a series of Physical Therapy treatments starting on June 10, 2019 and ending on July 17, 2019.

I contacted Mr. Holtman on June 4, 2019 to inform him I might be seeking representation for any claim. On June 10, 2019 I signed a "Retainer and Employment Agreement" with Mr. Holtman. I had requested a copy of the executed document but Mr. Holtman never provided me a copy. The form that was returned to me with the rest of my client file on July 18, 2020 wasn't signed by Mr. Holtman and wasn't completed. Not providing my copy as requested and not completing the form is indicative of the poor quality and lack of attention to detail that Mr. Holtman demonstrated while representing me on my claim.

Mr. Holtman had stated during our conversation on June 10, 2019 that he would be sending letters of representation to all insurance companies involved so any contact with them would be funneled through him. Based on a review of my client file Mr. Holtman didn't send a representation letter to the insurance company, AAA, for the BMW that was pushed into me by the driver of the Enterprise Truck. The name of insured, insurance company, and policy number for the BMW were provided on the LVMPD accident report. I also did not find a representation letter to my insurance company (State Farm Insurance) even though Mr. Holtman had stated he would send one as a matter of process. Mr. Holtman either didn't send

Nevada Rules of Professional Conduct Complaint
Sworn Statement from John E. Kern

representation letters to all the insurance companies involved as promised or he didn't provide my complete client file as promised. His generation of the initial representation letter to Elco Claim Services was not very timely since he sent it almost two months after I initially retained him.

Mr. Holtman appears to have completely missed the involvement of Eastern Atlantic Insurance in this claim even though he had ample opportunity over the thirteen months that he wasted on my case to discover this from several sources. He received information regarding another insurance company's involvement in this claim on November 7, 2019 when I forwarded the voice mail and transcript from Mark Sprague at Eastern Atlantic Insurance. He also had the opportunity to request State Farm Insurance provide him the name of the insurance company that they filed a claim against them for the damages to my motorcycle when I notified Mr. Holtman on August 30, 2020 that State Farm had reimbursed my deductible. Based on a review of the client file that I was provided I do not see any communication from Mr. Holtman with Eastern Atlantic Insurance regarding my claim. When I asked him in July, 2020 the name of the insurance company handling this claim I received no reply.

I went to UMC Quick Care on June 4, 2019 and June 9, 2019. I do not see anything in the client file provided of any requests from Mr. Holtman for my records. The damages portion of his demand letter to Elco Claim Services on November 1, 2019 only lists Medical from Advanced Manual Therapy Institute For my visit to UMC on June 9, 2019 I also received care from Desert Radiology Solutions LLC. I did not see any communications from Mr. Holtman to UMC and they are not mentioned in the damages portion of his demand letter to Elco Claim Services.

I attempted to contact Mr. Holtman more than ten times via telephone and text from January 10, 2020 to June 30, 2020 to obtain status on my claim and the last time I had any communications from Mr. Holtman was on November 7, 2019. In addition to the seven attempts to communicate with Mr. Holtman via text messaging I also called Mr. Holtman's telephone number and left messages on at least three occasions early in 2020 but did not record the dates and times. My girlfriend used to supervise Mr. Holtman's wife in a former job and maintained a relationship with her. As a last attempt to get status I asked my girlfriend to reach out to Mrs. Holtman to see if she could get him to provide status to me. I heard nothing from Mr. Holtman so I decided to terminate his representation and find new counsel.

Another example of Mr. Holtman's attention to detail, skill and thoroughness is displayed in his drop letter. In our initial email exchange, I asked that he release any liens he might have on my claim. His first letter ignored this request and it took an email prompt to get another version of the letter generated that provided the release.

I also think Mr. Holtman has a serious problem with a lack candor and truthfulness based on my experiences with him. I think the most egregious example is his blaming the current COVID situation on why he didn't respond to my requests for status. I requested status from Mr. Holtman on at least six different occasions in January, 2020 several months before any COVID disruptions. I do not think just mailing letters instead of using email or telephone to contact parties shows any reasonable diligence in acting on a client's behalf. I do not see any copies of emails or any sort of telephone log from Mr. Holtman in my client file. Either he didn't make any attempts via telephone or email, didn't document them as you might expect a thorough attorney, or didn't provide my complete client file as requested. When I reached out to Elco Claim Services via email I received a reply within two days. When I reached out to State Farm insurance via email to find out the name of the other insurance company I received a reply within two business days. This was all at the height of the COVID pandemic. Another example is his response to my

Nevada Rules of Professional Conduct Complaint
Sworn Statement from John E. Kern

providing the voice mail from Eastern Atlantic Insurance. He said he had contacted "them" to fix the telephone numbers. I am not sure how he would have done this without discovering that another insurance company (Eastern Atlantic Insurance) was now involved in this claim. I do not see any documentation in my client file for proof of delivery for any of the letters that Mr. Holtman allegedly sent to Elco Claim Services. I did not see any receipts for any mailings he might have made either. I do not have any confidence that the letters he provided in my client file for January 10, 2020 and April 20, 2020 were sent or received by Elco Claim Services without any proof of delivery documentation. Mr. Holtman did send my client file via USPS First Class Mail – Certified Mail so it appears he does recognize the value of proof of delivery documentation.

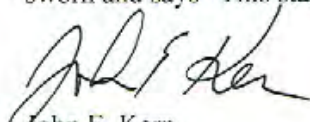
I did achieve a personal injury settlement from this incident. I contracted a firm, Sam & Ash, on July 19, 2020 and received my settlement check on February 3, 2021. The settlement came from Eastern Atlantic Insurance. This is the company that Mr. Holtman didn't seem to know existed even though I had forwarded him their information including the voice mail I received. For whatever bizarre reason Mr. Holtman allegedly continued to pursue ELCO Claim services even after he acknowledged receipt of the information about Eastern Atlantic Insurance. ELCO Claim Services and State Farm Insurance (my carrier) both acknowledged that Eastern Atlantic Insurance was the responsible insurance company via very speedy email requests for information that I conducted after Mr. Holtman said he wasn't hearing from anyone because of COVID.

His attempt to use COVID as an excuse for his lack of competence, diligence, and communication was pitiful. Several people that I had talked to at Sam and Ash mentioned that I was not the first case they had received after Mr. Holtman dropped the ball. They said I was lucky I got my client file from him.

I declare that, to the best of my knowledge and belief, the information herein is true and complete. I understand this statement is made for use as evidence in a Nevada Bar Formal Hearing for Grievance File OBC20-1208/ Kevin D. Holtman, Esq.

State of Nevada & County of Clark

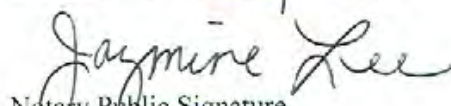
BEFORE ME, the undersigned authority, personally appeared John E. Kern, who, being by me duly sworn and says "This statement for the Nevada Bar Formal Hearing is true and correct."


John E. Kern

Affiant Signature

Subscribed and sworn before me this

28th day of JULY, 2021


Notary Public Signature



DECLARATION OF SONIA DEL RIO

CUSTODIAN OF RECORDS

SONIA DEL RIO, under penalty of perjury, being first duly sworn, declares and says as follows:

1. That Declarant is employed as a Hearing Paralegal for the Office of Bar Counsel of the State Bar of Nevada and in such capacity is the custodian of records for the State Bar of Nevada;
2. That Declarant has reviewed the State Bar of Nevada membership records regarding Respondent Kevin D. Holtman, Nevada Bar number 11603, and has verified that he was first licensed to practice law in the State of Nevada on October 22, 2009.
3. That Declarant has reviewed the State Bar of Nevada membership records and confirmed Respondent is CLE Suspended as of June 21, 2021.
4. That Declarant has reviewed the State Bar of Nevada discipline records regarding Respondent and has verified that he has no prior discipline.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 26th day of August, 2021.

Sonia Del Rio

Sonia Del Rio
Hearing Paralegal
Office of Bar Counsel