

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * * *

HOLGA FLORES-REYES and
ANTHONY VERDON,

Appellants,

vs.

EDEL RAMIREZ-NAVARRETE,

Respondent.

Case No.: 82455

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Elizabeth A. Brown
Clerk of Supreme Court

**APPEAL FROM JUDGMENT
EIGHTH JUDICIAL DISTRICT COURT
STATE OF NEVADA, COUNTY OF CLARK
HONORABLE NANCY L. ALF, DISTRICT JUDGE**

APPELANTS' CHRONOLOGICAL INDEX TO APPENDIX

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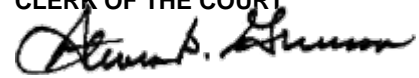
CHRONOLOGICAL INDEX TO APPELLANTS' APPENDIX

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1 **COMP**

2 **JACOB G. LEAVITT, ESQ.**

3 Nevada Bar No.: 12608

4 **RICHARD FONBUENA, ESQ.**

5 Nevada Bar No.: 15041

6 **BIGHORN LAW**

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12 *Attorneys for Plaintiff*

CASE NO: A-19-800500-C
Department 27

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 EDEL RAMIREZ-NAVARRETE, an individual,

16 Plaintiff,

17 v.

18 HOLGA FLORES-REYES, an individual;
19 ANTHONY VERDON, an individual; DOE
20 DRIVERS I-V; DOE OWNERS I-V; ROE
21 EMPLOYERS I-V; and ROE CORPORATIONS
22 I-V, inclusive,

23 Defendants.

CASE NO.:
DEPT. NO.:

24 **COMPLAINT**

25 COMES NOW, Plaintiff, EDEL RAMIREZ-NAVARRETE, an individual, by and through his
attorneys, KIMBALL JONES, ESQ., JACOB G. LEAVITT, ESQ., and RICHARD FONBUENA,
ESQ., of BIGHORN LAW, and for his causes of action against Defendants, and each of them, complains
and alleges as follows:

1. At all times mentioned herein, PLAINTIFF EDEL RAMIREZ-NAVARRETE (hereinafter
“PLAINTIFF”) was and is a resident of the County of Clark, State of Nevada.

///
///

2. Upon information and belief and at all times mentioned herein, DEFENDANTS HOLGA FLORES-REYES (hereinafter DEFENDANT "FLORES-REYES"), ANTHONY VERDON (hereinafter DEFENDANT "VERDON") and DOE DRIVERS I-V and/or DOE OWNERS I-II, were and are residents of the State of Nevada.
3. Upon information and belief, at all times relevant to this action, DEFENDANTS FLORES-REYES and/or DOE DRIVERS III-V, were and are residents of the County of Clark, State of Nevada, were operating a motor vehicle upon the streets and highways of Clark County, Nevada, and directly and proximately caused an automobile collision; a vehicle owned by DEFENDANTS VERDON, DOE DRIVERS III-V, DOE OWNERS III-V, ROE EMPLOYERS I-II and/or ROE CORPORATIONS I-II, at the time of the subject traffic collision more fully described hereinbelow.
4. Upon information and belief, at all times relevant to this action, the DEFENDANTS VERDON, DOE OWNERS III-V, ROE EMPLOYERS III-V and/or ROE CORPORATIONS III-V, were and are conducting business within the County of Clark, State of Nevada and/or were or was a resident(s) of the County of Clark, State of Nevada.
5. Upon information and belief, at all times mentioned herein, DEFENDANT FLORES-REYES and/or DEFENDANT DOE DRIVERS I-II was/were the drivers of the subject at-fault vehicle owned by DEFENDANTS VERDON and/or DOE OWNERS I-II and/or ROE EMPLOYERS I-II, and/or was/were acting in the course and scope of his/her employment with DEFENDANTS VERDON, ROE EMPLOYERS III-V and/or ROE CORPORATIONS I-V at the time of the traffic accident described herein.
6. At all times relevant to this action, DEFENDANTS VERDON, DOE OWNERS III-V and/or ROE EMPLOYERS I-V and/or ROE CORPORATIONS I-II, was/were an entity doing business in the County of Clark, State of Nevada, and was/were directing the course and scope

1 of the actions of the other DEFENDANTS, and each, some or all of them, at the time of the
2 automobile collision herein described.

3 7. At all times relevant to this action, DEFENDANTS VERDON, ROE EMPLOYERS I-V
4 and/or ROE CORPORATIONS III-V were employing the other DEFENDANTS, and each,
5 some or all of them, and he/she/it was/were acting in the course and scope of said employment
6 at all times relevant to the automobile collision described hereinbelow.

7 8. The true names and capacities, whether individual, corporate, partnership, associate or otherwise,
8 of DEFENDANTS, including DEFENDANTS VERDON, DOE OWNERS I through V,
9 ROE EMPLOYERS I through V and/or ROE CORPORATIONS I through V, are unknown
10 to PLAINTIFF, who therefore sues said DEFENDANTS by such fictitious names.
11 PLAINTIFF is informed and believes and thereupon alleges that each of the said
12 DEFENDANTS designated herein as DOE and ROE were/are responsible in some manner for
13 the events and happenings referred to herein and directly and proximately caused damages to the
14 PLAINTIFF as herein alleged, and that PLAINTIFF will seek leave of this Court to amend this
15 Complaint to insert the true names and capacities of DOE and ROE Defendants when the same
16 have been ascertained, and to join such DEFENDANTS in this action.

17 **FIRST CAUSE OF ACTION**
18 **(Negligence)**

19 9. PLAINTIFF incorporates by this reference all of the allegations of paragraphs 1 through 8,
20 hereinabove, as though completely set forth herein.

21 10. That on or about February 7, 2019, PLAINTIFF RAMIREZ, operating his 2008 BMW, was
22 proceeding slowing within the Planet Hollywood Las Vegas Resort & Casino parking structure,
23 located at 3667 Las Vegas Boulevard South, Las Vegas, Nevada 89109 when, suddenly and
24 without warning, he was rear-ended by DEFENDANTS FLORES-REYES and/or DOE
25 DRIVERS I-V, who was/were operating a vehicle owned, in whole or in part, by

1 DEFENDANTS VERDON, DOE OWNERS I-V and/or ROE CORPORATIONS I-V
2 and/or ROE EMPLOYEES I-V, inclusive, causing property damage and injuries and damages
3 to the PLAINTIFF, as further described and otherwise set forth hereinbelow.

4 11. That following the subject rear-end collision, DEFENDANT FLORES-REYES attempted to
5 flee, requiring that PLAINTIFF follow her up the said parking structure, until said
6 DEFENDANT reached the 10th floor, where said DEFENDANT finally stopped and exchanged
7 information with the PLAINTIFF.

8 12. DEFENDANTS, including DEFENDANTS VERDON, DOE OWNERS I-V and/or ROE
9 CORPORATIONS I-V and/or ROE EMPLOYERS I-V, had a duty to all members of general
10 public, including the PLAINTIFF herein, to hire competent and safe drivers for their vehicle(s)
11 and to provide those drivers with reasonable and safe guidelines and training for the operation
12 of their said vehicle(s).

13 13. Nevertheless, DEFENDANTS, including DEFENDANTS VERDON, DOE OWNERS I-V
14 and/or ROE CORPORATIONS I-V and/or ROE EMPLOYERS I-V, hired negligent, reckless,
15 and careless drivers, including DEFENDANT FLORES-REYES and/or DEFENDANT DOE
16 DRIVERS I-V, and failed to provide reasonable or safe guidelines and/or training for the
17 operation of her/their/its vehicle.

18 14. At the time of the collision herein complained of, and immediately prior thereto,
19 DEFENDANTS, and each or all of them, in breaching duties owed to the PLAINTIFF herein,
20 was/were negligent and careless, inter alia, in the following particulars:

21 A. In failing to keep DEFENDANTS' vehicle under proper control;

22 B. In operating DEFENDANTS' vehicle without due caution for the rights of the
23 PLAINTIFF herein;

24 C. In failing to keep a proper lookout;

1 D. In failing to use due care in the operation of DEFENDANTS' vehicle;

2 E. Negligent Entrustment;

3 F. Vicarious liability through the operation of NRS 41.440;

4 G. Respondeat superior;

5 H. The DEFENDANTS, and each of them, violated certain state and local statutes, rules,
6 regulations, codes and ordinances, and PLAINTIFF will pray leave of Court to insert
7 the exact citations at the time of trial.

8 15. By reason of the premises, and as a direct and proximate result of the aforesaid negligence
9 and carelessness of DEFENDANTS, and each of them, the PLAINTIFF suffered physical injury and
10 was otherwise injured in and about his neck, back, legs, arms, organs and systems, and was otherwise
11 injured and caused to suffer great pain of body and mind, and all or some of the same is chronic and may
12 be permanent and disabling, all to PLAINTIFF's damage in an amount not yet fully ascertained but
13 nevertheless in excess of Fifteen Thousand Dollars (\$15,000.00).

14 16. By reason of the premises, and as a direct and proximate result of the aforesaid negligence
15 and carelessness of the DEFENDANTS, and each of them, PLAINTIFF has been caused to expend
16 monies for medical and miscellaneous expenses, and may in the future be caused to expend additional
17 monies for medical expenses and miscellaneous expenses incidental thereto, in a sum not yet presently
18 ascertainable, and leave of Court will be requested to include said additional damages when the same
19 have been fully ascertained.

20 17. Prior to the injuries complained of herein, PLAINTIFF was able-bodied, capable of being
21 gainfully employed and/or active, and capable of engaging in all other activities for which PLAINTIFF
22 was otherwise suited. By reason of the premises, and as a direct and proximate result of the negligence
23 of the said DEFENDANTS, and each of them, PLAINTIFF was caused to be disabled and limited and
24 restricted in his occupation and activities, which caused him a loss of wages in an as yet unascertainable
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1 amount and/or a diminution of PLAINTIFF's earning capacity and a future loss of wages, all to
2 PLAINTIFF's damage in a sum not yet presently ascertainable, the allegations of which PLAINTIFF
3 prays leave of Court to insert herein when the same has be fully determined.

4 18. PLAINTIFF has been required to retain attorneys to prosecute this action, and is
5 therefore entitled to recover his attorneys' fees, case costs and prejudgment interest.

6 **SECOND CAUSE OF ACTION**
7 **(Negligent Entrustment)**

8 19. PLAINTIFF incorporates by this reference all of the allegations of paragraphs 1 through
9 18, hereinabove, as though completely set forth herein.

10 20 That at the time of the collision herein complained of, and immediately prior thereto,
11 DEFENDANTS VERDON, DOE OWNERS I-V and/or ROE CORPORATIONS I-V and/or ROE
12 EMPLOYERS I-V, owned the vehicle being driven at the time by DEFENDANT FLORES-REYES
13 and/or DEFENDANT DOE DRIVERS I-V, and negligently entrusted said vehicle to DEFENDANT
14 FLORES-REYES and/or DEFENDANT DOE DRIVERS I-V, who carelessly operated, managed and
15 maintained said vehicle by causing the subject traffic collision, which directly and proximately resulted in
16 injuries and damages to the PLAINTIFF, as described hereinabove and below.

17 21. That at the time of the collision herein complained of, and immediately prior thereto,
18 DEFENDANT FLORES-REYES and/or DEFENDANT DOE DRIVERS I-V was/were acting and
19 conducting herself/himself as an employee, agent, manager, representative and/or permissive driver of
20 DEFENDANTS VERDON, DOE OWNERS I-V and/or ROE CORPORATIONS I-V and/or ROE
21 EMPLOYERS I-V, and therefore, DEFENDANTS VERDON, DOE OWNERS I-V and/or ROE
22 CORPORATIONS I-V and/or ROE EMPLOYERS I-V is/are fully responsible and liable for all of the
23 PLAINTIFF's injuries and damages caused by DEFENDANT FLORES-REYES's and/or
24 DEFENDANT DOE DRIVERS I-V's negligence, as more fully described hereinabove.
25

1 22. That at all times alleged herein, DEFENDANTS VERDON, DOE OWNERS I-V
2 and/or ROE CORPORATIONS I-V and/or ROE EMPLOYERS I-V was/were negligent in failing to
3 adequately hire, train, supervise and retain its employee, agent and/or representative, which directly and
4 proximately resulted in the automobile collision and thus PLAINTIFF's injuries and damages, as more
5 fully described herein.

6 23. At the time of the traffic collision herein complained of, and immediately prior thereto,
7 DEFENDANTS, and each of them, in breaching duties owed to PLAINTIFF, were negligent and
8 careless, inter alia, in the following particulars:

9 A. In failing to keep DEFENDANTS' vehicle under proper control;

10 B. In operating DEFENDANTS' vehicle without due caution for the rights of the
11 PLAINTIFF;

12 C. In failing to keep a proper lookout;

13 D. In failing to use due care in the operation of DEFENDANTS' vehicle;

14 E. Negligent Entrustment;

15 F. Vicarious liability through the operation of NRS 41.440;

16 G. Respondeat superior;

17 H. The DEFENDANTS, and each of them, violated certain state and local statutes, rules,
18 regulations, codes and ordinances, and PLAINTIFF will pray leave of Court to insert
19 the exact citations at the time of trial.

20 24. By reason of the premises, and as a direct and proximate result of the aforesaid negligence
21 and carelessness of DEFENDANTS, and each of them, the PLAINTIFF suffered physical injuries and
22 was otherwise damaged in and about his neck, back, legs, arms, organs and systems, and was otherwise
23 injured and caused to suffer great pain of body and mind, and all or some of the same is or may be
24

1 chronic and permanent and disabling, all to PLAINTIFF's damage, in an amount not yet fully ascertained
2 but nevertheless in excess of Fifteen Thousand Dollars (\$15,000.00).

3 25. By reason of the premises, and as a direct and proximate result of the aforesaid negligence
4 and carelessness of the DEFENDANTS, and each of them, PLAINTIFF has been caused to expend
5 monies for medical and miscellaneous expenses, and may in the future be caused to expend additional
6 monies for medical expenses and miscellaneous expenses incidental thereto, in a sum not yet presently
7 ascertainable, and PLAINTIFF will pray leave of Court to include said additional damages if/when the
8 same have been fully ascertained.

9 26. Prior to the injuries complained of herein, PLAINTIFF was able-bodied, capable of being
10 gainfully employed and/or otherwise capable of engaging in all other activities for which PLAINTIFF
11 was otherwise suited. By reason of the premises, and as a direct and proximate result of the negligence
12 of the said DEFENDANTS, and each of them, PLAINTIFF was caused to be disabled and limited and
13 restricted in his occupation and activities, which caused and/or may have caused PLAINTIFF a loss of
14 wages and/or a diminution of PLAINTIFF's earning capacity, and future wage loss, all to PLAINTIFF's
15 damage in an amount not yet ascertainable, the allegations of which PLAINTIFF prays leave of Court
16 to insert herein when the same shall be fully determined.

17 27. PLAINTIFF has been required to retain attorneys to prosecute this action, and he is
18 therefore entitled to recover his attorneys' fees, case costs and prejudgment interest.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, PLAINTIFF RAMIREZ expressly reserves the right herein to include all items of
21 damage, and prays for judgment against each and all of the DEFENDANTS herein, jointly and severally,
22 as follows:

- 23 1. General damages for PLAINTIFF in an amount in excess of Fifteen Thousand Dollars
24 (\$15,000.00);
25

Steven D. Grierson

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARRETE, an individual,

Plaintiff,

v.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVERS I-V; DOE OWNERS I-V; ROE
EMPLOYERS I-V; and ROE CORPORATIONS
I-V, inclusive,

Defendants.

CASE NO.: A-19-800500-C.

DEPT. NO.: XXVII

AFFIDAVIT OF SERVICE

I, Estela Sandoval, being first duly sworn, deposes and says: That Affiant is lawfully entitled to work in the United States, over eighteen years of age, employed by Elite Investigations, Nevada Private Investigator's License Number 873-C, and not a party to, nor interested in the proceedings in which this Affidavit is made. That Affiant received one (1) copy of the: Summons and Complaint on the 28th day of August, 2019. On 5th day of September, 2019, the Affiant personally served the above referenced documents by leaving copies thereof at Holga Flores-Reyes the defendant's dwelling house or usual place of abode located at 1804 Monte Alban Drive, North Las Vegas, Nevada 89031, with Austin Flores, who is the Defendant's roommate, who is of suitable age and discretion then residing therein.

Estela Sandoval

Estela Sandoval

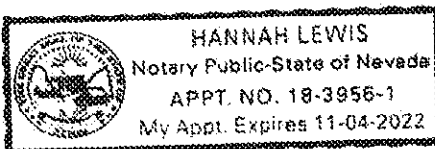
State of Nevada

County of Clark

Subscribed and sworn to before

On this 10th day of September, 2019, by Estela Sandoval *★*

Hannah Lewis
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE





DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARRETE, an individual,

Plaintiff,

v.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVERS I-V; DOE OWNERS I-V; ROE
EMPLOYERS I-V; and ROE CORPORATIONS
I-V, inclusive,

Defendants.

CASE NO.: A-19-800500-C

DEPT. NO.: XXVII

AFFIDAVIT OF SERVICE

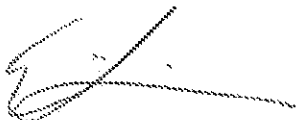
Estela Sandoval, being first duly sworn and deposes and says:

1. That Affiant is lawfully entitled to work in the United States, over eighteen years of age, employed by Elite Investigations, Nevada Private Investigator's License Number 873-C, and not a party to, nor interested in the within action.
2. I have personal knowledge of the facts referenced herein, and if called as a witness could testify competently thereto.
3. On August 28, 2019, I was given the assignment of completing service upon Anthony Verdon with last known address listed as 6112 Mount Las Vegas, Nevada 89031.
4. On September 5, 2019, the Affiant traveled to the aforementioned address. A Hispanic man who identified himself as Austin Flores answered the door and stated that Anthony Verdon did not reside there. The man claimed not to know Anthony Verdon's current address.
5. That on September 11, 2019, Affiant conducted background research on Antony Verdon, and discovered that he has a current Nevada driver's license and a 2016 Honda Civic LX, Nevada license plate number 604E20, registered to him at 6112 Mount Rainier Avenue, Las Vegas, Nevada 89156.

1 6. That on September 12, 2019, the Affiant traveled to 6112 Mount Rainier Avenue, Las Vegas,
2 Nevada 89156. An African American man who identified himself as Angelo Williams, and
3 Anthony Verdon's step-father, answered the door and stated that Anthony Verdon was not
4 home. The man explained that Anthony Verdon was out of state for work. The man called
5 Anthony Verdon and had the Affiant speak with him. The Affiant explained that she was
6 delivering a Summons and Complaint for the case Captioned case. Anthony Verdon
7 authorized Angelo Williams to accept service on his behalf.
8

9 7. I have read the foregoing Affidavit and know the contents thereof, as the same is true of my
10 own knowledge, except for those matters therein contained upon information in belief. In so
11 those matters, I believe them to be true.

12 FURTHER YOUR AFFIANT SAYETH NAUGHT.

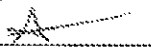
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16 Estela Sandoval

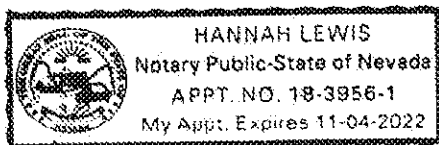
17 State of Nevada

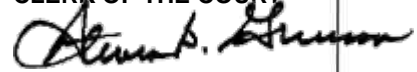
18 County of Clark

19 Subscribed and sworn to before

20 On this 20th day of September, 2019, by Estela Sandoval 

21 
22 NOTARY PUBLIC IN AND FOR SAID
23 COUNTY AND STATE
24





1 ANSC
2 **PURDY ANDERSON STORM**
3 **JOSEPH J. PURDY, ESQ.**
4 Nevada Bar 003136
5 3057 East Warm Springs Road, Suite 400
6 Las Vegas, Nevada 89120
7 Telephone: (702) 765-0976
8 **Facsimile: (702) 765-0981**
9 Attorney for Defendants
10 **HOLGA FLORES-REYES and**
11 **ANTHONY VERDON**

8 **EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 EDEL RAMIREZ-NAVARRETE, an
11 individual,

CASE NO.: A-19-800500-C
DEPT. NO.: XXVII

12 Plaintiff,

13
14 vs.

15 HOLGA FLORES-REYES, an individual;
16 ANTHONY VERDON, an individual; DOE
17 DRIVERS I-V; DOE OWNERS I-V; ROE
18 EMPLOYERS I-V; and ROE
19 CORPORATIONS I-V, inclusive,

20 Defendants.

21 **DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT**

22 COME NOW Defendants, HOLGA FLORES-REYES and ANTHONY VERDON, by
23 and through their attorney of record, JOSEPH J. PURDY, ESQ. of PURDY ANDERSON
24 STORM, and for their Answer to Plaintiff's Complaint on file herein, state as follows:

25 1. Answering Defendants are without knowledge and information sufficient to form
26 a belief as to the truth of the allegations contained in Paragraphs 1, 2, 3, 4, 5, 6, 7, and 8 of
27 Plaintiff's Complaint, and therefore deny the same.
28

FIRST CAUSE OF ACTION
(Negligence)

2. Answering Defendants repeat and re-allege, by reference, their answer to the allegations contained in Paragraphs 1 through 8 of plaintiff's Complaint with same full force and effect as if set forth herein.

3. Answering Defendants are without knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraphs 10 and 11 of Plaintiff's Complaint, and therefore deny the same.

4. Answering Defendants deny the allegations contained in Paragraphs 12, 13, 14, 15, 16, 17, and 18 of Plaintiff's Complaint.

SECOND CAUSE OF ACTION
(Negligent Entrustment)

5. Answering Defendants repeat and re-allege, by reference, their answer to the allegations contained in Paragraphs 1 through 18 of Plaintiff's Complaint with same full force and effect as if set forth herein.

6. Answering Defendants deny the allegations contained in Paragraphs 20, 21, 23, 24, 25, 26, and 27 of Plaintiff's Complaint.

7. Answering Defendants are without knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiff's Complaint, and therefore deny the same.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

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

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THIRD AFFIRMATIVE DEFENSE

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

FOURTH AFFIRMATIVE DEFENSE

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

FIFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate her damages; including but not limited to, failing to wear a seatbelt and/or reducing costs of alleged medical, chiropractic and physical therapy treatments.

SIXTH AFFIRMATIVE DEFENSE

Defendants allege that Plaintiff is estopped because of her unreasonable delay in filing her Complaint, and therefore prejudiced the rights of Defendants.

SEVENTH AFFIRMATIVE DEFENSE

Defendants allege that this Court lacks jurisdiction of the subject matter set forth herein and the parties hereto by virtue of the provisions set forth in N.R.S. 698, et seq.

EIGHTH AFFIRMATIVE DEFENSE

Defendants allege that Plaintiff's Claims for Relief as set forth in the Complaint are barred by the Statute of Limitations as contained in Chapter 11 of the Nevada Revised Statutes.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's Claims for Relief should be dismissed for Plaintiff's failure to timely perfect service of process on Defendants pursuant to N.R.C.P. 4.

TENTH AFFIRMATIVE DEFENSE

Defendants allege that Plaintiff assumed whatever risk or hazard existed at the time of the accident and was, therefore, responsible for the alleged injuries suffered, and, further, that Plaintiff was guilty of negligence on her own part which caused or contributed to any injuries suffered by Plaintiff.

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ELEVENTH AFFIRMATIVE DEFENSE

Defendants allege that at the time and place alleged in the Complaint, Plaintiff was engaged in a joint venture and the negligence, if any, of Defendants are thereby imputed to Plaintiff.

TWELFTH AFFIRMATIVE DEFENSE

Defendants allege that Plaintiff has failed to timely plead this matter and have thereby delayed the litigation and investigation of this claim to the prejudice of Defendants, and accordingly, this action should be dismissed as Plaintiff has waived her rights.

THIRTEENTH AFFIRMATIVE DEFENSE

The accident occasioning this legal action was unavoidable and not due to the negligence of Defendants.

FOURTEENTH AFFIRMATIVE DEFENSE

The damages, if any, allegedly sustained by Plaintiff, were caused in whole, or substantial part, by (1) their pre-existing physical, mental, and/or emotional conditions; and/or (2) accidents and/or causes occurring prior to and/or subsequent to subject accident, for all of which Defendants have no responsibility.

FIFTEENTH AFFIRMATIVE DEFENSE

That all and/or a substantial portion of the medical care and/or diagnostic studies performed on Plaintiff since subject accident was unnecessary and/or unreasonable in its cost, and/or was not causally related to aforesaid accident for which Defendants should not be held responsible.

SIXTEENTH AFFIRMATIVE DEFENSE

Upon information and belief, Plaintiff has destroyed valuable evidence; that for said spoliation of evidence Plaintiff should be precluded from introducing evidence as to liability and alleged damages sustained in subject accident; and her Complaint should be stricken.

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SEVENTEENTH AFFIRMATIVE DEFENSE

All damages allegedly sustained by Plaintiff were caused by new, independent, intervening, and/or superseding causes, and not by Defendants' alleged negligence, the existence of which is denied.

EIGHTEENTH AFFIRMATIVE DEFENSE

Defendants are entitled to a reasonable sum for attorney's fees together with costs expended in this action.

NINETEENTH AFFIRMATIVE DEFENSE

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

TWENTIETH AFFIRMATIVE DEFENSE

The answering Defendants are not jointly and severally liable with any other Defendants.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray for relief as follows:

1. That Plaintiff take nothing by way of her Complaint on file herein;
2. For reasonable attorney's fees;
3. For costs of suit incurred herein; and,

///
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4. For such other and further relief as the Court may deem just and proper.

DATED this 4 day of OCTOBER, 2019.



JOSEPH J. PURDY, ESQ.

Nevada Bar No.: 3136

3057 East Warm Springs Road, Suite 400

Las Vegas, Nevada 89120

Telephone: (702) 765-0976

Facsimile: (702) 765-0981

Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of OCTOBER, 2019, I served a true and complete copy of the foregoing **DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT** via electronic service addressed as follows:

Jacob Leavitt, Esq.

Nevada Bar No. 12608

BIGHORN LAW


716 South Jones Boulevard

Las Vegas, Nevada 89107

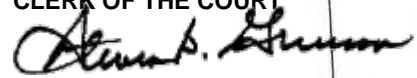
Telephone: (702) 333-1111

Facsimile: (702) 507-0092

Attorney for plaintiff



Paralegal to JOSEPH J. PURDY, ESQ



ADSCO

Lyn MacNabb
Nevada Bar No. 4323
7432 W. Sahara Avenue, Ste. 101
Las Vegas, Nevada 89117
(702) 636-0111
Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE,
an individual,

Plaintiff,

v.

HOLGA FLORES-REYES, an individual,
ANTHONY VERDON an
individual, DOES DRIVERS I-V, DOE
OWNERT I-V; ROE EMPLOYERS I-V;
and ROE CORPORATIONS I-V, inclusive,

Defendants.

Case No: A-19-800500-C
Dept No: XXVII

DISCOVERY ORDER

TO: JACOB LEAVITT, Esq., attorney for Plaintiff; and

TO: JOSEPH PURDY, Esq., attorney for Defendants.

Pursuant to Nevada Arbitration Rule 11, an Early Arbitration Conference was held on December 17, 2019. Present on the conference call were the above identified attorneys for the parties. Having met and discussed proposed discovery as required by Rule 11, and good cause appearing therefore,

IT IS HEREBY ORDERED that discovery shall be limited to the following:

A. The parties hereto may propound a total of 10 interrogatories;

B. The parties hereto may propound a total of 10 requests for production of

1 documents;

2 C. The parties hereto may propound a total of 10 requests for admissions;

3 D. The deposition of Plaintiff may be taken;

4 E. The deposition of the Defendant may be taken up;

5 F. The depositions of of any percipient witnesses may be taken;

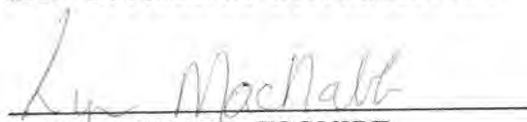
6 G. The parties will exchange documents and authorizations within ten days;

7 H. An IME is authorized should residual injuries be claimed.

9 Each party is responsible for the payment of \$250.00 as a deposit towards the
10 arbitrator's fees and costs. It is the responsibility of all parties to notify the Arbitrator
11 if additional parties appear in the action or if a settlement is reached.
12

13 Dated this 17th day of December, 2019.

14 LAW OFFICES OF LYN MACNABB

15 

16 LYN MACNABB, ESQUIRE

17 Nevada Bar Number 4323

18 7432 Sahara Avenue, Ste. 101

19 Las Vegas, Nevada 89117

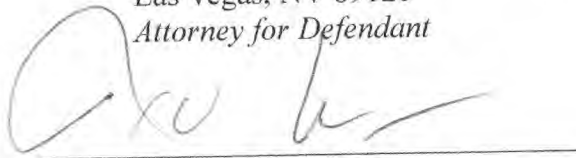
20 *Arbitrator*

CERTIFICATE OF SERVICE

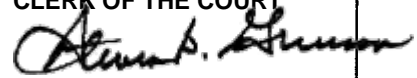
I HEREBY CERTIFY that on the 17th day of December, 2019, I electronically served a true and correct copy of the foregoing **DISCOVERY ORDER** to the attorneys addressed to the following:

JACOB LEAVITT, ESQ.
716 S. Jones Blvd.
Las Vegas, NV 89107
Attorney for Plaintiff

JOSEPH PURDY, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant

A handwritten signature in dark ink, appearing to be 'R. Weaver', is written over a horizontal line.

An employee of Robert Weaver



1 **ABXTA**
2 Lyn MacNabb
3 Nevada Bar No. 4323
4 7432 W. Sahara Avenue, Ste. 101
5 Las Vegas, Nevada 89117
6 (702) 636-0111
7 Arbitrator

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 **EDEL RAMIREZ-NAVARETTE,**
11 **an individual,**

12 **Plaintiff,**

13 **v.**

14 **HOLGA FLORES-REYES, an individual,**
15 **ANTHONY VERDON an**
16 **individual, DOES DRIVERS I-V, DOE**
17 **OWNERT I-V; ROE EMPLOYERS I-V;**
18 **and ROE CORPORATIONS I-V, inclusive,**

19 **Defendants.**

20 **Case No: A-19-800500-C**

21 **Dept No: XXVII**

22 **REQUEST FOR EXTENSION**
23 **OF TIME**

24 **TO: ROBERT EATON, Esq., attorney for Plaintiff; and**

25 **TO: PATRICE JOHNSON, Esq., attorney for Defendants.**

26 **COMES NOW Lyn MacNabb, Arbitrator in the above entitled action who asks**
27 **the Court for an order granting an extension of time in which to hold the hearing in**
28 **this matter pursuant to Nevada Arbitration Rule 12(B). Rule 12(B) provides that the**
ADR Commissioner may permit an extension of time up to one year from the date of
the arbitrator's appointment upon a showing of unusual circumstances.

In this case the arbitrator was appointed on December 2, 2019. It is requested

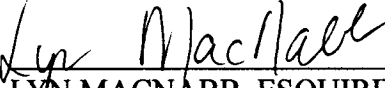
1 that the arbitration hearing be extended to September 10, 2020. Circumstances supporting
2 the extension are as follows:

3 This case has been scheduled and rescheduled several times at the request of the
4 parties. The hearing was most recently set for August 25, 2020 but had to be continued to
5 allow the Plaintiff to leave the State of Nevada to care for his critically ill mother. Before
6 that the parties attempted in good faith to hold this matter heard within nine months from
7 my appointment, but that became virtually impossible when several employees at the
8 defense attorney's office were infected with Covid-19. That delayed the parties discovery
9 attempts dramatically.
10

11 This request for extension of time is made in good faith and not for purposes of
12 delay. The parties and their counsel have indicated that the earliest date they are all
13 available is September 10, 2020. It is requested that the hearing date be extended to that
14 date to allow this case to be heard within a year of my appointment.
15

16 Dated this 27th day of August, 2020.
17

18 LAW OFFICES OF LYN MACNABB

19 
20

21 LYN MACNABB, ESQUIRE

22 Nevada Bar Number 4323

23 7432 W. Sahara Avenue, Ste. 101

24 Las Vegas, Nevada 89117

25 *Arbitrator*
26
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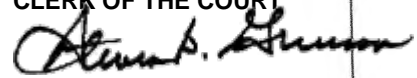
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Dated this 2nd day of September, 2020.

CERTIFICATE OF SERVICE

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant

/s/ Sandy Gerety
ADR Designee



1 **ARBA**

2 Lyn MacNabb
3 Nevada Bar No. 4323
4 7432 W. Sahara Avenue, Ste. 101
5 Las Vegas, Nevada 89117
6 (702) 636-0111
7 Arbitrator

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 EDEL RAMIREZ-NAVARETTE,
11 an individual,

12 Plaintiff,

13 v.

14 HOLGA FLORES-REYES, an individual,
15 ANTHONY VERDON an
16 individual, DOES DRIVERS I-V, DOE
17 OWNERT I-V; ROE EMPLOYERS I-V;
18 and ROE CORPORATIONS I-V, inclusive,

19 Defendants.

Case No: A-19-800500-C
Dept No: XXVII

ARBITRATION AWARD

20 TO: ROBERT EATON, Esq., attorney for Plaintiff; and

21 TO: PATRICE JOHNSON, Esq., attorney for Defendants.

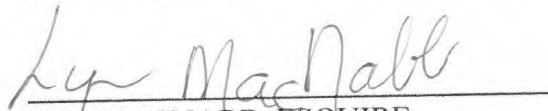
22 The Arbitration hearing was held held on September 10, 2020. Present at the
23 hearing were the above identified attorneys and the parties in this action. Having
24 considered the testimony at the hearing, the briefs, pleadings and papers on file herein, I
25 find in favor of the Plaintiff and against the Defendants Holga Flores-Reyes and Anthony
26 Verdon and award total past damages in the amount of thirteen thousand five hundred
27 dollars (\$13,500.00).

NOTICE

Pursuant to Nevada Arbitration Rule 18A, you are hereby notified that you have thirty days from the date you are served with the Award within which to file a request for trial de novo with the Clerk of the Court and to serve the Commissioner and the other parties.

Dated this 15th day of September, 2020.

LAW OFFICES OF LYN MACNABB



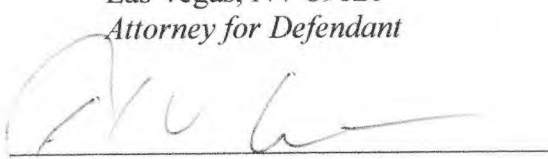
LYN MACNABB, ESQUIRE
Nevada Bar Number 4323
7432 Sahara Avenue, Ste. 101
Las Vegas, Nevada 89117
Arbitrator

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of June, 2020, I electronically served a true and correct copy of the foregoing **ARBITRATION AWARD** to the attorneys addressed to the following:

JACOB LEAVITT, ESQ.
716 S. Jones Blvd.
Las Vegas, NV 89107
Attorney for Plaintiff

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant



An employee of Lyn MacNabb

A-19-800500-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Auto

COURT MINUTES

September 23, 2020

A-19-800500-C Edel Ramirez-Navarrete, Plaintiff(s)
vs.
Holga Flores-Reyes, Defendant(s)

September 23, 2020	3:00 AM	Minute Order	Minute Order: Application for Attorney s Fees, Costs, and/or Interest SET 10/6/2020 Chambers Calendar
---------------------------	----------------	---------------------	--

HEARD BY: Alf, Nancy

COURTROOM: No Location

COURT CLERK: Carolyn Jackson

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT FINDS after review that an Arbitration Hearing took place on September 10, 2020.

COURT FURTHER FINDS after review that an Arbitration Award was filed on September 15, 2020.

COURT FURTHER FINDS after review that an Arbitrator s Bill for Fees and Costs was filed on September 15, 2020.

COURT FURTHER FINDS after review that Plaintiffs filed an Application for Attorney s Fees, Costs, and/or Interest as well as a Memorandum of Costs and Disbursements on September 21, 2020. No hearing was requested.

THEREFORE, COURT ORDERS for good cause appearing and after review the Motion for Fees is

PRINT DATE: 09/23/2020

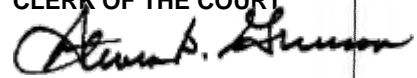
Page 1 of 2

Minutes Date: September 23, 2020

AA00027

hereby scheduled on October 6, 2020 on Chambers calendar.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 9/23/2020.



1 **ABFCI**

2 Lyn MacNabb

3 Nevada Bar No. 4323

4 7432 W. Sahara Avenue, Ste. 101

5 Las Vegas, Nevada 89117

6 (702) 636-0111

7 Arbitrator

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 EDEL RAMIREZ-NAVARETTE,
11 an individual,

12 Plaintiff,

13 v.

14 HOLGA FLORES-REYES, an individual,
15 ANTHONY VERDON an
16 individual, DOES DRIVERS I-V, DOE
17 OWNERT I-V; ROE EMPLOYERS I-V;
18 and ROE CORPORATIONS I-V, inclusive,

19 Defendants.

Case No: A-19-800500-C

Dept No: XXVII

**RULING ON APPLICATION
FOR FEES, COSTS AND INTEREST**

20 TO: ROBERT EATON, Esq., attorney for Plaintiff; and

21 TO: PATRICE JOHNSON, Esq., attorney for Defendants.

22 Plaintiff prevailed at the arbitration and timely applied for fees, costs and interest.

23 Having considered the application, and having received no opposition thereto, Plaintiff is

24 awarded costs in the reduced amount of one thousand one hundred forty-one dollars and

25 thirty-five cents (\$1,141.35) and interest in the amount of nine hundred fifty-six and

26 nineteen cents (\$959.19). Regarding the application for attorney's fees, the undersigned

27 finds that the analysis under Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 455 P.2d 31

28 (1969) was satisfied. The factors addressed by that case, prerequisite to an award of

1 attorney's fees, were set forth in the moving points and authorities with specificity.

2 Attorney's fees are thus awarded in the amount of one thousand dollars (\$1,000.00).

3 Dated this 2nd day of October, 2020.

4 LAW OFFICES OF LYN MACNABB

5 

6 LYN MACNABB, ESQUIRE
7 Nevada Bar Number 4323
8 7432 Sahara Avenue, Ste. 101
9 Las Vegas, Nevada 89117
10 *Arbitrator*

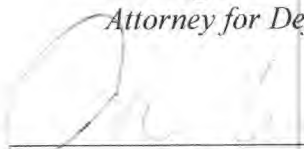
11 **CERTIFICATE OF SERVICE**

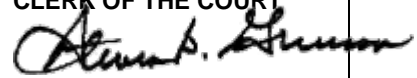
12 I HEREBY CERTIFY that on the 2nd day of October, 2020, I electronically served
13 a true and correct copy of the foregoing ***AWARD OF COSTS, INTEREST AND***

14 ***ATTORNEY'S FEES*** to the attorneys addressed to the following:

15 ROBERT EATON, ESQ.
16 716 S. Jones Blvd.
17 Las Vegas, NV 89107
18 *Attorney for Plaintiff*

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant

19 
20 An employee of Lyn MacNabb



DRST

STORM LEGAL GROUP

PATRICE S. JOHNSON, ESQ.

Nevada Bar No.: 12283

3057 East Warm Springs Road, Suite 400

Las Vegas, Nevada 89120

pjohnson @keyinsco.com

Telephone: (702) 765-0976

Facsimile: (702) 765-0981

Attorneys for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARRETE, an individual

Plaintiff,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVERS I-V; DOE OWNERS I-V ROE
EMPLOYERS I-V; and ROE Corporations I-
V, inclusive,

Defendants.

CASE NO.: A-19-800500-C

DEPT. NO.: XXVII

**DEMAND FOR REMOVAL FROM
SHORT TRIAL PROGRAM**

COMES NOW Defendant, ANTHONY VERDON and HOLGA FLORES-REYES, by and through their attorney of record, PATRICE S. JOHNSON, ESQ., of STORM LEGAL GROUP, and hereby requests the above entitled matter be removed from the Nevada Short Trial Program pursuant to N.S.T.R. 5.

I hereby certify pursuant to N.R.C.P. 11 and N.S.T.R. 5 that all fees for the trial jurors and court costs of the trial in the amount required by N.S.T.R. 5(b) have been deposited with the Clerk of the Court or are being deposited with the filing of this Demand.

I further understand that pursuant to N.S.T.R. 5(c) that my right to remove this case from the Short Trial Program is waived if this demand is not timely filed and served or if the

STORM LEGAL GROUP

3057 E. Warm Springs Rd., Ste., 400

Las Vegas, Nevada 89120-3150

Tel. (702) 765-0976 * Fax (702) 765-0981

1 fees and costs have not been paid prior to or at the time of the filing of this demand, and that
2 the ten (10) day filing requirement of this demand is jurisdictional.

3
4
5 DATED this 8th day of October, 2020.

6
7 **STORM LEGAL GROUP**

8
9 By: /s/ Patrice Johnson

10 PATRICE S. JOHNSON, ESQ.

11 Nevada Bar No.: 12283

12 3057 East Warm Springs Road, Suite 400

13 Las Vegas, Nevada 89120

14 Telephone: (702) 765-0976

15 *Attorney for Defendant*
16
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of October, 2020, I served a true and complete copy of the foregoing, **DEMAND FOR REMOVAL FROM SHORT TRIAL PROGRAM**, addressed to the parties below, to be served as follows:

[] by placing a true and correct copy of the same to be deposited for mailing in the U.S.

Mail, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or

[] via facsimile; and or

[] by hand delivery to the parties listed below; and or

[X] by electronic service via ODYSSEY through the District Court.

JACOB G. LEAVITT, ESQ.

Nevada Bar No.: 12608

RICHARD FONBUENA, ESQ.

Nevada Bar No.: 15041

BIGHORN LAW

716 South Jones Boulevard

Las Vegas, Nevada 89107

Phone: (702) 333-1111

jacobl@bighornlaw.com

richard@bighornlaw.com

Attorneys for Plaintiff

Lyn MacNabb

Nevada Bar No. 4323

7432W. SatraraAvnue, Ste. 101

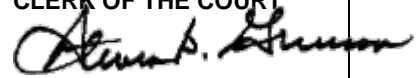
Las Vegas, Nevada 89117

(702) 636-0111

Arbitrator

Star Farrow

An Employee of Storm Legal Group



RTDN

STORM LEGAL GROUP

PATRICE S. JOHNSON, ESQ.

Nevada Bar No.: 12283

3057 East Warm Springs Road, Suite 400

Las Vegas, Nevada 89120

pjohnson @keyinsco.com

Telephone: (702) 765-0976

Facsimile: (702) 765-0981

Attorneys for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARRETE, an individual

Plaintiff,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVERS I-V; DOE OWNERS I-V ROE
EMPLOYERS I-V; and ROE Corporations I-
V, inclusive,

Defendants.

CASE NO.: A-19-800500-C

DEPT. NO.: XXVII

REQUEST FOR TRIAL DE NOVO

NOTICE IS HEREBY GIVEN that on the 15th day of September, 2020, an Arbitration Award was made in this action. Defendants herein request a trial de novo of this action in the District Court. Defendants understand that if the amount of the award in the trial de novo does not either exceed the arbitration award made to the party requesting the trial de novo, or reduce the liability imposed on that party by the arbitration award, the parties requesting the trial de novo must pay to the adverse parties all recoverable costs and actual attorney's fees associated with the prosecution or defense of the trial de novo. Awards of attorney's fees may not exceed the total amount of \$3,000 unless the court finds extraordinary circumstances justifying a higher award.

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Defendants certify that all arbitrator fees and costs required to be paid by her have been paid or shall be paid within thirty (30) days (or that an objection is pending and any balance of fees or costs shall be paid in accordance with N.A.R. 18(C).

DATED this 8th day of October, 2020.

STORM LEGAL GROUP

By: /s/ Patrice Johnson
PATRICE S. JOHNSON, ESQ.
Nevada Bar No.: 12283
3057 East Warm Springs Road, Suite 400
Las Vegas, Nevada 89120
Telephone: (702) 765-0976
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of October, 2020, I served a true and complete copy of the foregoing, **REQUEST FOR TRIAL DE NOVO**, addressed to the parties below, to be served as follows:

[] by placing a true and correct copy of the same to be deposited for mailing in the U.S.

Mail, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or

[] via facsimile; and or

[] by hand delivery to the parties listed below; and or

[X] by electronic service via ODYSSEY through the District Court.

JACOB G. LEAVITT, ESQ.

Nevada Bar No.: 12608

RICHARD FONBUENA, ESQ.

Nevada Bar No.: 15041

BIGHORN LAW

716 South Jones Boulevard

Las Vegas, Nevada 89107

Phone: (702) 333-1111

jacobl@bighornlaw.com

richard@bighornlaw.com

Attorneys for Plaintiff

Lyn MacNabb

Nevada Bar No. 4323

7432W. SatraraAvnue, Ste. 101

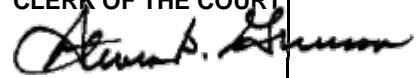
Las Vegas, Nevada 89117

(702) 636-0111

Arbitrator

Star Farrow

An Employee of Storm Legal Group



MSTDN
ROBERT N. EATON, ESQ.
Nevada Bar No. 9547
BIGHORN LAW
2225 E. Flamingo Road,
Building 2, Suite 300
Las Vegas, Nevada 89119
Phone: (702) 333-1111
Roberte@bighornlaw.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE, an individual,

Plaintiffs,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVER I-V; DOE OWNERS I-V; ROE
EMPLOYER I-V; ROE CORPORATIONS I-V,
inclusive,

Defendants.

CASE NO.: A-19-800500-C
DEPT. NO. XXVII

[HEARING REQUESTED]

PLAINTIFFS'
MOTION TO STRIKE DEFENDANT
REQUEST FOR TRIAL DE NOVO.

Plaintiff, EDEL RAMIREZ-NAVARETTE, an individual, by and through their attorneys of record, ROBERT N. EATON, ESQ. of the law firm BIGHORN LAW, LLC hereby submits the following Motion to Strike Defendants Holga Flores-Reyes and Anthony Verdon's Request For Trial De Novo based upon the Defendants' failure to participate in the arbitration in good faith, pursuant to NAR 22.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

A. FACTUAL BACKGROUND OF THE MOTOR VEHICLE COLLISION

This action arises out of an automobile vs. automobile accident that occurred on February 5, 2019, when Plaintiff Edel Ramirez-Navarrete (hereinafter "Plaintiff" or "Ramirez-

1 Navarrete”) was rear-ended by Defendant Holga Flores-Reyes. *See* Defendant Hogla Flores-
2 Reyes’s recorded statement with Allura Belcastro as recorded on February 15, 2019 at 4:55
3 p.m.; page 6, lines 4-7; attached hereto as Exhibit “1.” Mr. Ramirez-Navarrete was operating
4 his 2011 BMW, and he was stopped at a stop sign just ahead of a pedestrian crosswalk on the
5 access road to the Paris Casino employee parking garage. Defendant Flores-Reyes failed to stop
6 at the speed bumps (she had not reached the stop sign), and the Front bumper of her car hit the
7 back of Plaintiff Ramirez-Navarrete’s car. Defendants have failed and refused to accept liability
8 and responsibility for this accident, requiring Plaintiff to file his August 19, 2019 Complaint
9 herein. After rear ending Mr. Ramirez-Navarrete in the alley north of the Paris Casino,
10 Defendant drove around Plaintiff’s BMW and attempted to flee the scene by entering the
11 employee parking garage. Because Plaintiff Ramirez-Navarrete is also an employee of the
12 property, Defendant was unable to avoid responsibility for the damages that she caused as Mr.
13 Ramirez-Navarrete followed her into the garage, then contacted security who notified the
14 police.
15

16
17 Initially, Defendant Flores-Reyes refused to share her driver’s license and insurance
18 information with Edel. However, when the hotel security arrived, they interviewed both of the
19 parties involved, and forced Defendant Flores-Reyes to provide her information to Mr.
20 Ramirez-Navarrete because she had a duty to not follow so closely as to not be able to stop at a
21 speed bump in order to avoid a collision. Thereafter, Plaintiffs’ all sought conservative medical
22 treatment.
23

24 Further, Defendant has failed to respond to Plaintiff’s Discovery, including Requests
25 for Admission, Interrogatories, and Requests for Production, as served upon them on April 28,
26 2020. *See attached Exhibits 2, 3 and 4, respectively.* Defendants also never took Plaintiff’s
27 deposition. Defendant’s recorded statement admitted she caused the collision. Defendant’s
28

1 failed to retain an expert to challenge the opinions of Plaintiff's medical providers, and she has
2 admitted that her negligence proximately caused Plaintiff Ramirez-Navarrete's injuries, and
3 that she attempted to flee from the Plaintiff after the collision. As the Defendants' failed to
4 provide a medical expert to counter the causation diagnosis done by Plaintiff Ramirez-
5 Navarrete's treating medical experts, pursuant to Didier, Defendant's cannot challenge
6 Plaintiff's expert opinions regarding causation. Thus, Defendants' have admitted negligence,
7 causation, and that Plaintiff's treatment is related to the subject accident. Because Defendant's
8 have failed to participate in the arbitration process in good faith, they should not be allowed an
9 opportunity to appeal the arbitrator's award.
10

11 **B. FACTUAL BACKGROUND DEMONSTRATING DEFENDANT HOLGA FLORES-REYES AND**
12 **ANTHONY VERDON'S FAILURE TO MEANINGFULLY PARTICIPATE IN THE ARBITRATION**
13 **AND DISCOVERY PROCESS**

14 In this case, Defendant Holga Flores-Reyes did not meaningfully participate in the arbitration
15 or the discovery process. Plaintiff served Defendants with written discovery requests in order to
16 prepare for their arbitration hearing and to develop an understanding of Defendants' arguments. (*See*
17 *Exhibit 4, Plaintiff's Written Discovery Requests to Defendants*). Plaintiffs' attempts were thwarted
18 by Defendant Holga Flores-Reyes' noncompliance with their discovery obligations. To date,
19 Defendant Holga Flores-Reyes has never provided answers to Plaintiff's interrogatories, requests for
20 admission or requests for production.

21 Not only did Defendant Holga Flores-Reyes and Anthony Verdon fail to respond to
22 interrogatories, or to deny any of the allegations against them, Defendants' also failed to appear at
23 the arbitration hearing, and did not produce an arbitration brief until after the arbitration was
24 scheduled to go forward. Notably, Defendant Holga Flores-Reyes and Anthony Verdon's counsel
25 did not dispute liability at arbitration. At no time has Defendants' counsel explained why Holga
26 Flores-Reyes had not ever responded to Discovery and why she was not present at the arbitration. If
27 Defendants did not dispute liability or causation during the arbitration, what is Defendant's basis to
28 seek trial de novo, other than to just delay payment for the damages she caused? Additionally, and

1 worth noting, Anthony Verdon also did not appear and has not made any showing in defense of the
2 negligent entrustment claims.

3 Defendant Holga Flores-Reyes and Anthony Verdon failed to appear for arbitration. Defense
4 counsel submitted a brief after the scheduled start time of the arbitration and delayed the start time
5 of the arbitration by two hours as she was two hours late in joining the arbitration. Further, Defense
6 counsel never attempted to argue her client's liability, but the Arbitrator rejected Defendants' stance
7 and granted an arbitration award to Plaintiff Edel Ramirez-Navarette in the amount of \$13,500.00.
8 (See *Exhibit 7, Arbitration Award*). Accordingly, Plaintiffs' filed an award for costs, interest, and
9 attorneys' fees, which was not opposed by Defendants. (See *Exhibit 8, Plaintiffs' Memo for Attorney*
10 *Fees, Costs and Interest filed on 9/26/2020*; see also, *Exhibit 9, Arbitrator's Decision on Requests*
11 *for Fees and Interest Pursuant to NAR 17(B)*). Defendants' failure to oppose Plaintiffs' motion for
12 attorney fees, costs and interest should be deemed as acceptance of the award.

13 In total, the Arbitrator has ordered Defendants, including Holga Flores-Reyes and Anthony
14 Verdon, to pay \$16,600.54 See *Id.*. Despite Defendant Holga Flores-Reyes and Anthony Verdon's
15 failure to participate in this litigation and have not opposed an Arbitration Award of fees and costs
16 in Plaintiffs' favor. Plaintiff now files this Motion to Strike based on Defendant Holga Flores-Reyes
17 and Anthony Verdon's failure to participate throughout the course of litigation and arbitration.

18 I.

19 LEGAL ARGUMENT

20 **A. DEFENDANTS HOLGA FLORES-REYES AND ANTHONY VERDON ARE NOT ENTITLED TO A**
21 **TRIAL DE NOVO BECAUSE THEY FAILED TO MEANINGFULLY PARTICIPATE IN CRITICAL**
22 **STAGES OF LITIGATION, INCLUDING DISCOVERY AND THE COURT ANNEXED**
23 **ARBITRATION.**

24 Pursuant to Nevada Arbitration Rule (NAR) 22, Defendant Holga Flores-Reyes and Anthony
25 Verdon have waived their right to request a trial de novo due to their failure to participate in good
26 faith in the discovery process and at the Arbitration Hearing. Accordingly, the Court should deny
27 Defendant Holga Flores-Reyes and Anthony Verdon's Request for Trial de Novo. The purpose of
28 Nevada's Court Annexed Arbitration Program "is to provide a simplified procedure for obtaining a

1 prompt and equitable resolution of certain civil matters." NAR 2(A) (emphasis added). When
2 participating in the arbitration, each party must participate in good faith. Nevada Arbitration Rule 22
3 reads:

4 (A) *The failure of a party or an attorney to either prosecute or defend a case in*
5 *good faith during the arbitration proceedings shall constitute a waiver of the right*
6 *to a trial de novo.*

7 (B) If, during the proceedings in the trial de novo, the district court determines that
8 a party or attorney engaged in conduct designed to obstruct, delay or otherwise
9 adversely affect the arbitration proceedings, it may impose, in its discretion, any
sanction authorized by N.R.C.P. 11 or N.R.C.P. 37.

10 For purposes of requesting a trial de novo, the Nevada Supreme Court has defined "good
11 faith" as "*meaningful participation*" in the arbitration proceedings. Casino Properties, Inc. v.
12 Andrews, 112 Nev. 132, 135, 911 P.2d 1181, 1182-83 (1996) (*citing Gilling v. Eastern Airlines, Inc.*,
13 680 F. Supp. 169 (D.N.J.1988)) (emphasis added). The Nevada Supreme Court determined that if
14 the parties did not participate in a meaningful manner, the purpose of mandatory arbitration would
be compromised. Id.

15 In Casino Properties, the respondents delivered their pre-arbitration statement in a timely
16 fashion, but the appellant delivered their pre-arbitration statement the day before the arbitration.
17 Additionally, the appellant failed to produce a key witness at the arbitration, and failed to provide
18 requested information. When the arbitrator found for the respondent, appellant filed a request for
19 trial de novo, which the district court denied, and the appellant filed an appeal. The Nevada Supreme
20 Court held that "appellant impeded the arbitration proceedings" by their own actions. Id. Due to this,
21 the Nevada Supreme Court concluded that the appellant did not defend the arbitration proceedings
22 in good faith and the district court's refusal to grant a trial de novo was proper.

23 Similar to the facts of Casino Properties, here, Defendant Holga Flores-Reyes and Anthony
24 Verdon did not provide the information requested by Plaintiffs (i.e., response to Discovery, including
25 Admissions, Request for Production, and Interrogatories); filed their arbitration brief an hour after
26 the arbitration was set to begin; Defendants' failed to appear at the arbitration hearing, and did not
27 object to Plaintiff's Motion for Fees, Costs, and Interest on the award. In the simplest of terms,
28

1 Defendants Holga Flores-Reyes and Anthony Verdon failed to participate or to defend this suit or
2 exercise any diligence in defense of themselves. They have thus forfeited their right to appeal.

3 Plaintiff propounded written discovery upon all three Defendants on April 28, 2020. (*See*
4 *Exhibit 2, 3 and 4, Plaintiffs' Written Discovery to Defendants*). However, no response from Holga
5 Flores-Reyes and Anthony Verdon were ever provided. Thus, all Requests were deemed to have
6 been admitted, and Defendant admitted liability and causation. *See Exhibit 2, responses 4, 5, 6, 8*
7 *and 10.*

8 The Nevada Court of Appeals in the unpublished opinion¹ of Martinez v. Gomez stated:

9
10 certain activities are the sole province of the party, such as, notably here,
11 ***responding to interrogatories or other discovery requests requiring the party's***
12 ***personal knowledge or authority.*** NRCp 33(b)(1)-(2) ("Each interrogatory shall
13 be answered ... in writing under oath ... [and] [t]he answers shall first set forth
each interrogatory asked, followed by the answer or response of the party.... The
answers are to be signed by the person making them, and the objections signed by
the attorney making them." (emphasis added))

14 Martinez v. Gomez, No. 74357-COA, 2019 WL 989861, at *3 (Nev. App. Feb. 26, 2019). Here,
15 Defense counsel—to her credit—was not even able to attempt to provide responses to interrogatories
16 for Holga Flores-Reyes and Anthony Verdon, likely because there was no communication with
17 Defendant. Thus, Defendant Holga Flores-Reyes and Anthony Verdon's failure to provide their
18 personal knowledge in response to interrogatories is crucial when she has denied liability for the
19 claims against her in her answer, and therefore she has not meaningfully participated in the arbitration
20 process.

21 In the same vein, Defendants Holga Flores-Reyes and Anthony Verdon did not appear at the
22 Arbitration hearing to provide support for their defense and the reasoning behind their denial of
23 Plaintiffs' allegations against them. Instead Defendant Holga Flores-Reyes and Anthony Verdon
24 had their attorney appear and argue that Plaintiff's injuries were not possibly caused by the collision
25 based on the property damages, but without any expert support for this argument. This argument is
26 not consistent with Defendant's responses to request for admissions wherein they admitted that

27
28 ¹ Supreme Court Rule 123: An unpublished order shall not be regarded as precedent and shall not be cited as
legal authority

1 Plaintiffs' treatment was necessary (*see Exhibit 2, Responses No. 10*) and admitted Plaintiffs'
2 medical bills were reasonable (*Id., Responses No. 10*) Holga Flores-Reyes and Anthony Verdon
3 admitted these requests and will not have an opportunity to deny them at trial. Further, at no time did
4 Defendant retain an expert to provide expert opinions on the property damages, or the forces involved
5 in the collision, or regarding Plaintiffs' medical treatment. Defendant Holga Flores-Reyes and
6 Anthony Verdon's lack of responses to interrogatories and admission at any point prior to the
7 arbitration hearing and not appearing at the arbitration was more egregious than the Defendant's
8 conduct in Casino Properties, and therefore, their participation cannot be considered "meaningful,"
9 thus their request for trial de novo should be denied. *See Casino Properties*, 112 Nev. 132, 911 P.2d
10 1181, (1996); *see also, Izazaga v. Casaclang*, No. 72651, 2018 WL 1448242, at *2 (Nev. App. Mar.
11 22, 2018) (Unpublished Nevada Appellate Court Decision).

12 Regardless, it appears the Arbitrator considered the evidence against Defendant Holga
13 Flores-Reyes and Anthony Verdon's, along with their lack of cooperation in providing Discovery
14 responses, and their lack of appearing at the Arbitration hearing when arriving at the Award against
15 Defendants. In a case where the circumstances surrounding allegations that the Defendant
16 attempted to flee an accident scene are the central contested issue, it is imperative that the Arbitrator
17 have all the evidence at hand to make an informed decision, and that the Defendants provide some
18 type of evidence to support their position, i.e., retain experts to support his Defense, appear and
19 provide testimony during the arbitration, or at least provide verified responses to written discovery.
20 Here, Defendant Holga Flores-Reyes and Anthony Verdon's refusal to participate in the process
21 precluded their ability to make an argument contrary to liability and causation before the Arbitrator,
22 resulting in an award against them and for Plaintiffs, a decision they should not be permitted a
23 second chance to offer arguments never presented during the arbitration process.

24 Based on Defendant Holga Flores-Reyes and Anthony Verdon's refusal to meaningfully
25 participate during discovery, despite their denials to the allegations against driver Flores-Reyes, and
26 lacking a supported and reasonable defense, Defendants should not be granted the privilege of a
27 new trial because they failed to "meaningfully participate" in the arbitration program. Casino
28

1 Properties. Inc., 112 Nev. at 135–36, 911 P.2d at 1182–83 (1996) (equating “good faith” with
2 “meaningful participation” and concluding that the district court did not abuse its discretion by
3 refusing to grant a trial de novo on the basis that appellant had not meaningfully participated in
4 arbitration proceedings because appellant failed to timely provide material information to
5 respondents)

6 NAR 22(A) mandates that when a party fails to participate in good faith, any request for a
7 trial de novo by that party shall—not may—be waived. The usage of the word “shall” infers that
8 parties who do not participate in good faith cannot have their actions rewarded with the chance to
9 set things right through a trial de novo. The instant case is not one where Defendant Holga Flores-
10 Reyes and Anthony Verdon merely failed at one stage to defend the claims against him. This is a
11 case where Defendant Holga Flores-Reyes and Anthony Verdon failed at every possible opportunity
12 to provide information necessary to defend his case. While Defense counsel did propound written
13 discovery and take depositions, these tasks were largely done in the interest of Defendant Alexandra
14 Kure. In not meaningfully participating, Defendant Holga Flores-Reyes and Anthony Verdon
15 negatively impacted Plaintiffs’ ability to plead their case. This behavior is exactly the type the
16 legislature envisioned when crafting NAR 22(A). As such, Defendant Holga Flores-Reyes and
17 Anthony Verdon’s request for a new trial must be denied, and the arbitration award against him
18 enforced and reduced to judgment.

19 **B. DEFENDANT HOLGA FLORES-REYES AND ANTHONY VERDON IS NOT ENTITLED TO A**
20 **TRIAL DE NOVO THERE WAS A CONSISTENT LACK OF DILIGENCE IN THIS SUIT**

21 Defendant Holga Flores-Reyes and Anthony Verdon did not show provide responses to
22 requests for admission, to interrogatories, or to requests for production and both failed to appear at
23 the arbitration hearing. Defendant Holga Flores-Reyes and Anthony Verdon also failed to timely
24 oppose Plaintiffs’ Motion for Attorney Fees, Costs and Interest. This dilatory behavior further
25 demonstrates the overall pattern of Defendant Holga Flores-Reyes and Anthony Verdon’s failure to
26 act with diligence and good faith during the course of this case. Thus, although the Request for Trial
27 De Novo was made on time, Plaintiff submits that the delay in submitting this request is further
28

1 evidence of Defendant Holga Flores-Reyes and Anthony Verdon's failure to participate in the
2 arbitration program in good faith and ultimately his Request for Trial De Novo should be stricken.

3 **C. DEFENDANT HOLGA FLORES-REYES AND ANTHONY VERDON'S FAILURE TO**
4 **PARTICIPATE IN THE ARBITRATION FRUSTRATES THE INTENDED PURPOSE OF THE**
5 **COURT ANNEXED ARBITRATION PROGRAM**

6 Pursuant to NAR 2(A), the intended purpose of the court annexed arbitration program is to
7 "provide a simplified procedure for obtaining a prompt and equitable resolution of certain civil
8 matters." It is undisputed that this particular matter is one that was intended to be resolved in the
9 arbitration program (*as neither party attempted to exempt this matter from arbitration*). But the
10 intended purpose is only satisfied when both parties participate in good faith so the Arbitrator can
11 craft a meaningful Decision and Award. If Defendant Holga Flores-Reyes and Anthony Verdon is
12 allowed to proceed with a Trial De Novo, he would obviously have the opportunity to have discovery
13 reopened and present evidence (including responding to Plaintiff's original written discovery
14 requests, specifically interrogatories that he never responded to) and information that should have
15 originally been provided to the Arbitrator. Such behavior should not be rewarded. If parties are
16 allowed to sit idly on their hands and only engage in meaningful litigation after failing to participate
17 in good faith through arbitration, it renders the arbitration process moot. Thus, Defendant Holga
18 Flores-Reyes and Anthony Verdon should not be rewarded with a new trial after demonstrating
19 complete noncompliance with the rules of this Court merely because his lack of participation likely
20 resulted in a decision he didn't agree with.

21 Overall, Defendant Holga Flores-Reyes and Anthony Verdon took no meaningful actions
22 and compromised the purpose of the arbitration program. Therefore, Plaintiffs' requests that
23 Defendant Holga Flores-Reyes and Anthony Verdon's request for trial de novo be stricken pursuant
24 to NAR 18 and NAR 22 due to his lack of defense and participation in good faith. Plaintiff further
25 requests that the Court enters a final judgment against Holga Flores-Reyes and Anthony Verdon in
26 the amount of \$20,000 for damages to Edel Ramirez-Navarette; \$20,000.00 for damages to Miles
27 Ealy; and \$9,500.00 for damages to Emil Fadel, the total amounts as ordered by the Arbitrator. (*See*
28 *Exhibit 3*). Additionally, Plaintiffs' request that the Court also grant Plaintiffs' request for attorney

1 fees in the amount of \$3,000.00 per Plaintiff, award all of Plaintiff's costs in the amount of \$1,342.81,
2 and award all three Plaintiff's their pre-judgment interest at the statutorily prescribe rate of 7.5%
3 from the date of service of the summons upon Holga Flores-Reyes and Anthony Verdon –December
4 4, 2018, through the date of judgment against him. (See *Exhibit 7, Plaintiffs' Motion for Attorney*
5 *Fees, Costs and Interest*).

6
7 **II.**

8 **CONCLUSION**

9 Based upon the foregoing, Plaintiffs respectfully request this Honorable Court issue and
10 Order Striking Defendant Holga Flores-Reyes and Anthony Verdon's Request for Trial De Novo.

11 DATED this 10th day of October 2019.

12 **BIGHORN LAW, LLC**

13 

14 **ROBERT N. EATON, ESQ.**

15 Nevada Bar No. 9547
16 2225 E. Flamingo Road,
17 Building 2, Suite 300
18 Las Vegas, Nevada 89119
19 Phone: (702) 333-1111
20 Roberte@bighornlaw.com
21 *Attorneys for Plaintiff*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of BIGHORN LAW, LLC
and that on the ²¹~~8th~~ day of October 2019, I caused the foregoing **PLAINTIFFS' MOTION TO**
STRIKE DEFENDANT HOLGA FLORES-REYES AND ANTHONY VERDON'S
REQUEST FOR TRIAL DE NOVO to be served as follows:

- ☒ Electronic Service — in accordance with Administrative Order 14-2 and Rule 9 of the Nevada Electronic Filing and Conversion Rules (N.E.F.C.R.).
- ☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or
- ☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or
- ☐ by hand delivery

to the attorneys listed below:

/s/ Debora Ponce
An employee of
BIGHORN LAW, LLC

1 **DECLARATION OF ROBERT N. EATON, ESQ. IN SUPPORT OF MOTION TO**
2 **STRIKE DEFENDANTS' REQUEST FOR TRIAL DE NOVO**

3 ROBERT N. EATON, ESQ., being first duly sworn, under oath deposes and says:

- 4 1. I am an attorney that has been duly licensed to practice law in the State of Nevada for
5 over 15 years, and an Associate with the Law Offices of **BIGHORN LAW**.
- 6 2. I am the Attorney assigned to this arbitration and I am personally familiar with the facts
7 and circumstances surrounding this matter and am competent to testify hereto.
- 8 3. That on April 28, 2020, attorney Noah Duran electronically served Requests for
9 Admission upon Defendant's counsel, Erich Storm Legal Group. No response was
10 received. *See attached Exhibit "2."*
- 11 4. That on April 28, 2020, attorney Noah Duran electronically served Interrogatories to
12 Defendant Holga Flores-Reyes upon Defendant's counsel, Erich Storm Legal Group.
13 No response was received. *See attached Exhibit "3."*
- 14 5. That on April 28, 2020, attorney Noah Duran electronically served Requests for
15 Production of Documents to Defendant Holga Flores-Reyes upon Defendant's counsel,
16 Erich Storm Legal Group. No response was received. *See attached Exhibit "4."*
- 17 6. Defendant's counsel, Patrice Johnson, admitted during the arbitration that Defendant
18 had failed to respond to discovery, and was admitting all of Plaintiff's requested
19 Admissions, and not disputing liability. *See attached Exhibit "5."*
- 20 7. The arbitration was scheduled for August 25, 2020 and was postponed as Plaintiff Edel
21 Ramirez was out of state, caring for his mother. The arbitration was postponed to
22 September 10, 2020 and scheduled to forward at noon. *See attached Exhibit "6."*
- 23 8. Defendants' arbitration brief was served upon Plaintiff's counsel and the arbitrator at
24 12:19 p.m. on September 10, 2020, exactly 19 minutes *after* the arbitration was
25 scheduled to begin. *See Id.;*

1 9. That on September 15, 2020 Arbitrator Lyn MacNabb served an Arbitration Award in
2 this matter, awarding Plaintiff \$13,500 damages for unreimbursed property damage,
3 bodily injury, medical damages, and loss of use. *See attached Exhibit "7."*

4 10. Plaintiff thereafter filed an Application for Fees and Costs, that Defendant failed to
5 oppose, and on October 2, 2020, arbitrator Lyn MacNabb further awarded Plaintiff
6 \$1,141.35 in fees; \$959.19 in interest on the award; and \$1,000.00 in attorney's fees, for
7 a total award of Sixteen Thousand Six Hundred Dollars and 54/100's (\$16,600.54). *See*
8 *attached Exhibit "8."*

9
10 I declare under penalty of perjury that the foregoing is true and correct.

11 **DATED** this 22th day of October, 2020.

12
13 *Robert N. Eaton, Esq.*
14 **ROBERT N. EATON, ESQ.**
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EXHIBIT 1

RECORDED STATEMENT OF HOGLA FLORES-REYES

This is Allura Belcastro speaking and I'm calling from Key Insurance. I'm speaking with Hogla Reyes Flores at phone number 725-400-2445. We are discussing an incident that occurred on February 5, 2019. Today's date is February 15, 2019 and the time is now 4:55 p.m.

AB: Hogla do you understand that I'm recording this interview and do I have your permission to do so?

HR: Yes.

AB: Would you please state your full name and spell your last name?

HR: Hogla Flores Reyes.

AB: Okay what's your address please?

HR: 1804 Monte Evan Drive.

AB: Las Vegas?

HR: Yes.

AB: And what's the zip code?

HR: 89031.

AB: Okay home phone number or cell, best number to reach you at?

HR: 725-400-2445.

AB: What's your date of birth?

HR:

AB: What is your driver's license number?

HR: 2104231392.

AB: Nevada license?

HR: Yes.

AB: When does it expire?

HR: 2027.

AB: On your birthday?

HR: Yes.

AB: And when was it issued?

HR: I'm sorry hold on I don't know. I don't have the card in front of me.

AB: It should say right there on the front when it was issued.

HR: I know I'm looking for the card.

AB: The card?

HR: Yes it was issued ... doesn't say ... oh the 30th, January 30, 2019.

AB: Okay what's your occupation?

HR: What do you mean occupation?

AB: What do you do for a living? What do you do for work?

HR: [Inaudible].

AB: Okay what's the year, make and model of the vehicle you were driving when the accident happened?

HR: 2016 Honda Civic.

AB: What color is it? Do you know what color the car is?

HR: Oh silver.

AB: Okay and who is the registered owner of the vehicle?

HR: Me. I am and then Anthony Rayden. I'm the primary.

AB: Okay do you have the title to the vehicle or you making payments on it?

HR: I'm making payments.

AB: Who's the lienholder?

HR: Honda Financial. This is all a claim or what is this?

AB: Okay and just to verify it was you driving when the accident happened?

HR: I was driving.

AB: Okay did you have any passengers with you?

HR: No.

AB: Were you hurt or injured in this accident?

HR: Yes.

AB: What were your injuries?

HR: Neck pain and back pain.

AB: Were you transported from the scene by ambulance?

HR: No.

AB: Have you sought out any treatment with any doctor or did you go ...

HR: Yes.

AB: ... to the emergency room or anything like that?

HR: Yes.

AB: Okay what did you do?

HR: I went to a clinic.

AB: Okay are you eligible for Medicare or Medicaid?

HR: I doubt it, no.

AB: Okay and do you use this vehicle for any of the ride share programs like Uber or Lyft?

HR: No.

AB: Okay and then the other vehicle that was involved in the accident with you can you tell me what kind of accident ... what kind of vehicle it was involved in the accident?

HR: It was a BMW like a darker blue but custom because it was [inaudible] color it was almost black so.

AB: And the driver of the other vehicle male or female?

HR: Male.

AB: Any passengers that you noticed in the other vehicle?

HR: No. It had tinted windows so I wasn't able to see.

AB: Was the other driver injured in this accident as far as we know?

HR: No.

AB: Can you verify for me what date the accident happened?

HR: On the 5th of February 2019.

AB: Okay and about what time?

HR: Probably 11:30.

AB: A.M. or P.M.?

HR: P.M.

AB: And where did the accident happen?

HR: Paris Las Vegas in the alleyway.

AB: Okay do you know what direction you were going; north, south, east or west?

HR: Going into the parking garage for the employee's parking.

AB: You don't know what direction you were going right?

HR: No because it's already inside the casino.

AB: Okay and then the other car was the other car going in the parking garage too?

HR: They claimed they were but their story wasn't add up anyways so I don't know to be honest.

AB: Do you know where the other vehicle was before the accident happened?

HR: They were on my right side before they got in front of me.

AB: Okay any stop signs, traffic signals, anything controlling traffic in the vicinity of the accident?

HR: No they stopped [inaudible] about not even half a mile up ahead of us, not even a quarter ... well it wasn't that long of a distance.

AB: Okay how did the accident happen?

HR: He cut me off and braked at the first speed bump so I perfectly hit him from behind.

AB: Okay so what part of your vehicle hit what part of his vehicle?

HR: My front bumper hit the back of the car.

AB: Okay and what is the damage on your vehicle is it dented or scratched?

HR: Dented and scratched. It's just the front of it, it's nothing too I guess not dangerous as you would classify it.

AB: Okay and did you see any damage on the other vehicle?

HR: I did see damage but the damage that was on that vehicle was not caused by my car.

AB: It had prior damage on the rear bumper?

HR: It looked like pre ... yes it looked like prior damage and like if he was trying to just play it off for the insurance.

AB: Okay so after the accident happened did you exchange insurance information with the other driver?

HR: Yes I tried to get insurance information from him but he was claiming he didn't have it on him and he didn't know and the car wasn't even his so I wasn't able to get any information but he got all of mine.

AB: Okay and did anybody see this accident; were there any witnesses?

AF: Yeah so a couple of my co-workers were there basically behind me in the lane because we were all turning in to go into the parking garage when this happened.

AB: Okay were there any witnesses that didn't know either you or the other person at all?

AF: That knew me, nobody knew the other person.

AB: I'm saying independent witnesses doesn't know either one of you.

AF: Oh okay. Oh that doesn't know I don't believe so no it's valid for employees only so.

AB: Okay and was hotel security notified; did they come to the scene ...

AF: They were yes. I tried to do a report it's private property so they just gave me an event number to follow up with the report but that was about all they could do because they couldn't take a full statement.

AB: Okay did you see the other car before the accident happened?

AF: Yes they were previously on my right side of the light when we were supposed to make that left into the Paris driveway to go into the casino area like the front entrance to where taxi's go we were in that lane to turn left and he was on my right side and he [inaudible] purposely was trying to hit me already because he braked to the side to go into my lane and then he proceeded to just go forward and then that's when he went in front of me afterward.

AB: Okay and was there anything you could have done to avoid this accident?

AF: No because I hit my brakes but I still ended up hitting him.

AB: Okay is there anything you want to add to your statement about this accident or you think I got the details down?

AF: I mean I don't know. Do you need the event number that they gave me?

AB: Sure, I'll take that, go ahead.

AF: One moment. Okay it is 27632.

AB: Okay did you understand the questions that I asked you?

AF: Yes.

AB: Have all your answers been both complete and true?

AF: Yes.

AB: And you understand our conversation is being recorded?

AF: Yes I do.

AB: Okay time is now 5:06 p.m.

EXHIBIT 2

RFA

JACQUELINE R. BRETELL, ESQ.

Nevada Bar No. 12335

NOAH A. DURAN, ESQ.

Nevada Bar No. 15033

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Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARRETE, an
individual,

Plaintiff,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVERS I-V; DOE OWNERS I-V; ROE
EMPLOYERS I-V; and ROE
CORPORATIONS I-V, inclusive,

Defendants.

CASE NO.: A-19-800500-C

DEPT. NO.: 27

**PLAINTIFF EDEL RAMIREZ-NAVARRETE'S REQUEST FOR ADMISSIONS TO
DEFENDANT HOLGA FLORES-REYES**

Pursuant to NRCP, 36, Plaintiff, hereby requests that Defendant, HOLGA FLORES-REYES admit the truth of the following facts within thirty (30) days after service of this request to admit, for the purpose of this action only, and subject to all pertinent objections to admissibility which may be interposed at the trial.

DEFINITIONS - For the purposes of the Interrogatories the term "collision" refers to the collision Plaintiff alleges occurred on FEBRUARY 7, 2019, and which forms the basis of Plaintiff's Complaint on file herein.

1 **REQUEST FOR ADMISSION NO. 1:**

2 Admit that on February 7, 2019, a collision occurred between an automobile driven by you and
3 an automobile driven by Plaintiff in Clark County, Nevada.

4 **REQUEST FOR ADMISSION NO. 2:**

5 Admit that you, HOLGA FLORES-REYES were the driver, and the insured driver, of the vehicle
6 involved in the collision on February 7, 2019.

7 **REQUEST FOR ADMISSION NO. 3:**

8 Admit that you have been correctly named as a Defendant in the above-entitled action.

9 **REQUEST FOR ADMISSION NO. 4:**

10 Admit that February 7, 2019, you, HOLGA FLORES-REYES caused a collision with Plaintiff's
11 vehicle.

12 **REQUEST FOR ADMISSION NO. 5:**

13 Admit that HOLGA FLORES-REYES'S operation of the vehicle she was driving was the
14 proximate cause of the subject collision.

15 **REQUEST FOR ADMISSION NO. 6:**

16 Admit that HOLGA FLORES-REYES'S negligence was the proximate cause of Plaintiff's
17 injuries and damages.

18 **REQUEST FOR ADMISSION NO. 7:**

19 Admit that the vehicle you were driving struck Plaintiff's vehicle in or near the parking garage at
20 the Planet Hollywood Resort and Casino in Las Vegas, NV.

21 **REQUEST FOR ADMISSION NO. 8**

22 Admit that you attempted to flee from the Plaintiff after the subject collision.

23 ///

24 ///

25 ///

26 ///

1 **REQUEST FOR ADMISSION NO. 9**

2 Admit that Plaintiff did not contribute to the subject collision.

3 **REQUEST FOR ADMISSION NO. 10**

4 Admit that Plaintiff's medical treatment was reasonable and necessary and that the costs of
5 Plaintiff's medical care were customary and in keeping with the standards of the community.

6 DATED THIS 28th day of April, 2020.

7
8 **BIGHORN LAW**

9 BY: /s/ Noah A. Duran

10 **JACQUELINE R. BRETELL, ESQ.**

11 Nevada Bar No.: 12335

12 **NOAH A. DURAN, ESQ.**

13 Nevada Bar No. 15033

14 716 S. Jones Blvd.

15 Las Vegas, Nevada 89107

16 Phone: (702) 333-1111

17 *Attorneys for Plaintiff*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of
3 BIGHORN LAW, and on the 28th day of April, 2020, I served a copy of the forgoing **PLAINTIFF**
4 **EDEL RAMIREZ-NAVARRETE'S REQUEST FOR ADMISSIONS TO DEFENDANT**
5 **HOLGA FLORES-REYES** as follows:
6

7 ☒ Electronic Service – By serving a copy thereof through the Court's electronic service
8 system

9 ☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage
10 prepaid and addressed as listed below; and/or

11 ☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile
12 number(s) shown below and in the confirmation sheet filed herewith. Consent to service
13 under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile
14 transmission is made in writing and sent to the sender via facsimile within 24 hours of
15 receipt of this Certificate of Service; and/or

16 **ANDERSON STORM**
17 **MARK R. ANDERSON, ESQ.**
18 Nevada Bar 00606
19 3057 East Warm Springs Road, Suite 400
20 Las Vegas, Nevada 89120
21 Telephone: (702) 765-0976
22 Facsimile: (702) 765-0981
23 *Attorney for Defendants*
24 *HOLGA FLORES-REYES and*
25 *ANTHONY VERDON*

26 _____
27 /s/ Real Jumao-as
28 An employee of BIGHORN LAW

EXHIBIT 3

1 **ROG**

2 **JACQUELINE R. BRETELL, ESQ.**

3 Nevada Bar No. 12335

4 **NOAH A. DURAN, ESQ.**

5 Nevada Bar No. 15033

6 **BIGHORN LAW**

7 716 South Jones Boulevard

8 Las Vegas, Nevada 89107

9 Phone: (702) 333-1111

10 Email: noah@bighornlaw.com

11 *Attorneys for Plaintiff*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 EDEL RAMIREZ-NAVARRETE, an
15 individual,

16 Plaintiff,

17 vs.

18 HOLGA FLORES-REYES, an individual;
19 ANTHONY VERDON, an individual; DOE
20 DRIVERS I-V; DOE OWNERS I-V; ROE
21 EMPLOYERS I-V; and ROE
22 CORPORATIONS I-V, inclusive,

23 Defendants.

CASE NO.: A-19-800500-C
DEPT. NO.: 27

24 **PLAINTIFF EDEL RAMIREZ-NAVARRETES FIRST SET OF INTERROGATORIES TO**
25 **DEFENDANT HOLGA FLORES-REYES**

26 Under authority of Rule 33 of the Nevada Rules of Civil Procedure, Plaintiff hereby requests
27 that Defendant, HOLGA FLORES-REYES, answer the following Interrogatories, in writing and under
28 oath, within thirty (30) days of receipt hereof.

PRELIMINARY INSTRUCTIONS

A. The below Interrogatories must be answered by the party to whom they are directed, *i.e.*,
HOLGA FLORES-REYES. **The person who makes the answers must sign them.**

B. Each interrogatory must be set out and, to the extent that it is not objected to, be answered
separately and fully in writing, under oath. The attorney who objects must sign any objections. The

1 grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a
2 timely objection is waived unless the court, for good cause, excuses the failure. The interrogating party
3 may move for an order under Rule 37(a) with respect to any objection to or other failure to answer an
4 interrogatory.

5 C. If the answer to an Interrogatory may be determined by examining, auditing, compiling,
6 abstracting, or summarizing a party's business records (including electronically stored information), and
7 if the burden of deriving or ascertaining the answer will be substantially the same for either party, the
8 responding party may answer by:

9 (1) specifying the records that must be reviewed, in sufficient detail to enable the interrogating
10 party to locate and identify them as readily as the responding party could; and

11 (2) giving the interrogating party a reasonable opportunity to examine and audit the records and
12 to make copies, compilations, abstracts, or summaries.

13 DEFINITIONS

14 The following definitions are applicable throughout the Interrogatories which follow:

15 A. **"Document"** means all forms of tangible expression reduced to a tangible (including
16 electronic) medium, including any written, printed, recorded, pictorial, graphic, or photographic
17 material, however produced or reproduced, of which Defendant has knowledge or which is in
18 Defendant's possession, custody, or control (together with any matter attached thereto), including the
19 following, which is listed by way of example only and without limitation: correspondence, memoranda
20 (including internal or inter-office memoranda), e-mails, PDFs, Word documents, Word Perfect
21 documents, word processor documents, spreadsheets (e.g., Excel spreadsheets), statements, agreements,
22 contracts, drafts, telegrams, cables, notes, reports, studies, analyses, records, evaluations, charts, ledgers,
23 checks, tables, tabulations, compilations, summaries, indices, abstracts, drawings, blueprints, labels,
24 tags, pleadings, testimony, speeches, articles, books, pamphlets, brochures, magazines, newspapers,
25 calendars, diaries, minutes, orders, photographs, moving pictures, microfilms, microfiche, tapes,
26 recordings, and any other matter which contains any written statement, material, communication,
27 depiction, or representation.

28 B. **"Facts"** means all circumstances, events and evidence pertaining to, or touching upon,

1 the item in question.

2 C. **“Identify,”** when used in reference to an individual person, means to:

3 (a) State his/her full name;

4 (b) State his/her present or last known address;

5 (c) State his/her present or last known position and business affiliation; and

6 (d) Describe his/her relationship to you.

7 **“Identify,”** when used in reference to a corporation, partnership, or entity, means to:

8 (a) State its full name;

9 (b) State its present or last-known address;

10 (c) In the case of a corporation, set forth the state of its incorporation; and

11 (d) Describe your relationship to it, if any.

12 **“Identify,”** when used in reference to a document or writing, means to:

13 (a) State the date of preparation, author, title (if any), subject matter, number of pages, and type
14 of document (e.g., contract, letter, reports, etc.) or some other means of distinguishing the
15 document or writing;

16 (b) Identify each and every person who prepared or participated in the preparation of the
17 document or writing;

18 (c) Identify each and every person who received a copy of the document;

19 (d) State the present location of the document or writing;

20 (e) Identify each and every person having custody or control of the document or writing;

21 (f) State whether any copy of the document or writing is not identical to the original by reason
22 of shorthand or other written notes, initials, or any other modifications;

23 (g) State, if the document or writing has been destroyed, the circumstances surrounding and the
24 reason for the destruction; and

25 (h) Identify, if the document or writing has been destroyed, each and every person who destroyed,
26 or participated in, or ordered or suggested the destruction of it.

27 **“Identify,”** when used in reference to an oral communication other than a meeting, means to:

28 (a) State the date and place of the oral communication or some other means of identifying the

1 oral communication;

2 (b) State the medium through which the oral communication was made (e.g., in person, by
3 telephone, etc.);

4 (c) Identify each and every person who participated in the oral communication;

5 (d) Identify each and every person (other than a participant) hearing the oral communication;

6 (e) State the substance of the oral communication, including the substance of the discussion (who
7 said what to whom and the order in which it was said) and the decisions reached in the course of or as
8 a result of the oral communication;

9 (f) Identify each and every document concerning what was said in the oral communication.

10 D. **“Person”** includes natural persons, partnerships, consortiums, joint ventures, and every
11 other form of legally recognized entity, including corporations.

12 E. **“Statement”** includes each recording of any interview or conversation with a witness,
13 whether by a signed or unsigned writing, recording, court reported statement or otherwise.

14 F. **“Subject Incident” or “Collision”** means the motor-vehicle collision Plaintiff alleges
15 occurred on February 7, 2019, and which event forms the basis of Plaintiff’s Complaint on file
16 herein.

17 G. **“Witnesses”** means the name, address, and telephone number of each person having
18 knowledge of or pertaining to the item in question.

19 H. **“Writing”** includes, but is not limited to, any record, minutes of meetings, agreement,
20 contract, memorandum, map, diagram, illustration, photograph, telegram, written analysis, report,
21 recording, transcription, and memoranda made of any telephone communication or face-to-face oral
22 meeting or conversation, written communication (which includes but is not limited to, any letter, inter-
23 office communication and telegram), paper, book or other document. It includes the original, any copy
24 and any drafts thereof.

25 I. **“You,” “Your,” or “Defendant”** refers to, herein, Defendant HOLGA FLORES-
26 REYES, to whom these Interrogatories are directed.

27 If You cannot answer any of the following Interrogatories in full and complete detail, after
28 exercising due diligence to secure the information to do so, so state in Your response, and answer to the

1 extent possible, specifying Your inability to answer the remainder, and stating whatever information or
2 knowledge You have concerning the unanswered portion.

3 These Interrogatories shall be deemed continuing so as to require supplemental answers if You
4 or Your attorneys obtain further information between the time answers are served and the time of trial.

5 **FIRST SET OF INTERROGATORIES**

6 **INTERROGATORY NO. 1:**

7 State your full name, current address, telephone number, date of birth, and place of birth.

8 **INTERROGATORY NO. 2:**

9 Please state how the Collision occurred, including, but not limited to, the speed, direction, and
10 location of each vehicle involved in the Collision, just prior to the Collision, during the Collision, and
11 just after the Collision.

12 **INTERROGATORY NO. 3:**

13 Please state the name, address, and telephone number of each and every person who witnessed
14 the Collision.

15 **INTERROGATORY NO. 4:**

16 Please describe, in detail, the damage sustained by Defendant's vehicle as a direct result of the
17 Collision.

18 **INTERROGATORY NO. 5:**

19 Please identify any injury, disease, or medical condition suffered by the Plaintiff known to
20 Defendant, which Defendant contends was not related to, caused or occurred as a result of the collision.

21 **INTERROGATORY NO. 6:**

22 Please state each and every FACT upon which you base each denial and affirmative defense
23 that is pleaded in *Defendant's Answer to Plaintiff's Complaint* and identify with sufficient specificity
24 for a Request for Production of Documents, all documents which purport to support each of those
25 denials and affirmative defenses.

26 **INTERROGATORY NO. 7:**

27 If at the time of and/or prior to the Collision, you received a citation for violation of any traffic
28 laws, please state the citation number, offense with which you were charged, date and place of any

1 appearance in any court regarding the citations, and the disposition, if any, regarding the citation.

2 **INTERROGATORY NO. 8:**

3 Identify the registered owner of the vehicle you were driving on February 7, 2019, at the time
4 of the Collision, indicating the registration number of vehicle, name of owner, last known address, and
5 telephone number of owner, whether such owner is an individual or a business, and, if such owner is
6 a business, please state whether the business is a sole proprietorship, partnership, or corporation, and
7 state the percentage of ownership of each individual or entity that owns the business.

8 **INTERROGATORY NO. 9:**

9 Please provide the name of your cellular telephone carrier, its billing address, and your cellular
10 phone number for any cellular phones which you owned and/or used at the time of the Collision.

11 **INTERROGATORY NO. 10:**

12 State the name and address of each and every person whom you intend, or expect, to call as an
13 expert witness, and, as to each such witness, state the subject matter about which the expert is expected
14 to testify, the substance of the facts and opinions on which the expert is expected to testify, and a
15 summary of the grounds for each such expert opinion.

16 DATED THIS 28th day of April, 2020.

17
18 **BIGHORN LAW**

19 BY: /s/ Noah A. Duran

20 **JACQUELINE R. BRETELL, ESQ.**

Nevada Bar No.: 12335

21 **NOAH A. DURAN, ESQ.**

Nevada Bar No. 15033

22 716 S. Jones Blvd.

23 Las Vegas, Nevada 89107

24 Phone: (702) 333-1111

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of BIGHORN LAW, and on the 28th day of April, 2020, I served a copy of the forgoing **PLAINTIFF EDEL RAMIREZ-NAVARRETES FIRST SET OF INTERROGATORIES TO DEFENDANT HOLGA FLORES-REYES** as follows:

☒ Electronic Service – By serving a copy thereof through the Court’s electronic service system

☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or

☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service; and/or

ANDERSON STORM
MARK R. ANDERSON, ESQ.
Nevada Bar 00606
3057 East Warm Springs Road, Suite 400
Las Vegas, Nevada 89120
Telephone: (702) 765-0976
Facsimile: (702) 765-0981
Attorney for Defendants
HOLGA FLORES-REYES and
ANTHONY VERDON

/s/ Real Jumao-As
An employee of BIGHORN LAW

EXHIBIT 4

RFP

JACQUELINE R. BRETELL, ESQ.

Nevada Bar No. 12335

NOAH A. DURAN, ESQ.

Nevada Bar No. 15033

BIGHORN LAW

716 South Jones Boulevard

Las Vegas, Nevada 89107

Phone: (702) 333-1111

Email: noah@bighornlaw.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARRETE, an
individual,

Plaintiff,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVERS I-V; DOE OWNERS I-V; ROE
EMPLOYERS I-V; and ROE
CORPORATIONS I-V, inclusive,

Defendants.

CASE NO.: A-19-800500-C
DEPT. NO.: 27

**PLAINTIFF EDEL RAMIREZ-NAVARRETE'S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO DEFENDANT HOLGA FLORES-REYES**

Under authority of Rule 34 of the Nevada Rules of Civil Procedure, Plaintiff, hereby requests that Defendant, HOLGA FLORES-REYES, duly respond to the following Requests for Production, within thirty (30) days of service hereof.

INTRODUCTORY INSTRUCTIONS

A. In responding to each of the individual requests hereinbelow, Defendant shall produce or, where production is not immediately possible, identify each and every designated document which Defendant has in its possession, custody, or control, or that is otherwise available to it, including documents within the possession, custody or control of its officers, employees, directors, attorneys, and/or other agents and representatives.

B. A document is deemed to be in Defendant's possession, custody, or control if it is in

1 Defendant's physical custody, or if it is in the physical custody of any other person and Defendant:

2 (i) owns such document in whole or in part,

3 (ii) has a right by contract, statute, or otherwise, to use, inspect, examine, download, obtain, or
4 copy such document on any authority, terms, or conditions,

5 (iii) has an understanding, express or implied, that it may use, inspect, examine, download, obtain,
6 or copy such document on any authority, terms, or conditions, or

7 (iv) has, as a practical matter, been able to use, inspect, examine, download, obtain, or copy such
8 document when they sought to do so.

9 C. In the event that Defendant cannot procure or identify all of the documents designated in
10 a particular request, Defendant shall produce or identify those documents which it can produce, and
11 Defendant shall describe, in detail, each reason for its refusal, failure, or inability to produce each of the
12 remaining responsive documents.

13 D. Defendant shall produce only one certified copy of each document requested herein;
14 however, each non-identical version of any document shall constitute a separate document.

15 E. In the event that Defendant does not produce any document because of a claim of
16 confidentiality, privilege, or any other protection from production including, but not limited to, attorney
17 work product or attorney-client privilege, Defendant shall state the following information regarding the
18 document in sufficient detail and with sufficient particularity to enable a court to adjudicate the validity
19 of said claim:

20 (1) Which privilege is claimed;

21 (2) A statement of the facts upon which said claim of privilege is based;

22 (3) The following information as to each purportedly privileged document, to the extent
23 known:

24 (a) Its nature, *e.g.*, letter, memorandum, photograph, tape, etc.

25 (b) The date it was prepared.

26 (c) The date it bears.

27 (d) The date it was sent.

28 (e) The date it was received.

- (f) The identity of the person or persons who sent it.
- (g) The identity of the person or persons to whom it was sent.
- (h) The identity of the person or persons who prepared it.
- (i) A statement as to whom each person represented or purported to represent.
- (j) A statement of the subject matter of the document.
- (k) A precise description of the place where said document is kept, including:
 - (i) The title or description of the file in which said document may be found;
and
 - (ii) The exact location of such file.

F. (If you are claiming that any of these documents are privileged, please attach an informative privilege log which includes: 1) the author(s) of said documents and their capacities; 2) the recipients of said document (including CC recipients) and the recipients' capacities; 3) other persons with access to the document and their capacities; 4) the type of document; 5) the subject matter of the document; 6) the purpose(s) for the production of the document; 7) the date on the document; and 8) a detailed, specific explanation as to why the document is privileged or otherwise immune from discovery, including a presentation of all factual grounds and legal analysis in a non-conclusory fashion. *See generally Alboum v. Koe, M.D., et al.*, Discovery Commissioner #10 (Nov. 2001) (unpublished opinion) (citing *Vaughn v. Rosen*, 484 F.2d 820 (D.C. Cir. 1973); *Diamond State Ins. Co. v. Rebel Oil Co., Inc.*, 157 F.R.D. 691 (D. Nev. 1994); *Nevada Power Co. v. Monsanto Co.*, 151 F.R.D. 118 (D. Nev. 1993)).

G. If any of the Documents herein requested were formerly in your possession, custody or control, and has been lost or destroyed, you are requested to submit, in lieu of each such Document, a written statement which:

- (a) Describes in detail the nature of the Document and its contents;
- (b) Identifies the person who prepared or authored the Document and, if applicable, the person to whom the Document was sent;
- (c) Specifies the date on which the Document was prepared or transmitted or both;
- (d) Specifies, if possible, the date on which the Document was lost or destroyed, and,

1 if destroyed, the conditions or reasons for such destruction and the person requesting
2 and performing the destruction.

3 **H. Responding to Each Item.** For each item or category, the response must either state
4 that inspection and related activities will be permitted as requested or state the ground for objecting to
5 the request, with specificity, including the reasons. The responding party may state that it will produce
6 copies of documents or of electronically stored information instead of permitting inspection. The
7 production must then be completed no later than the time for inspection specified in the request or
8 another reasonable time specified in the response.

9 **I. Objections.** An objection must state whether any responsive materials are being
10 withheld on the basis of that objection. An objection to part of a request must specify the part and
11 permit inspection of the rest.

12 **J. Responding to a Request for Production of Electronically Stored Information.**
13 The response may state an objection to a requested form for producing electronically stored
14 information. If the responding party objects to a requested form — or if no form was specified in the
15 request — the party must state the form or forms it intends to use.

16 **K. Producing the Documents or Electronically Stored Information.** Unless
17 otherwise stipulated or ordered by the court, these procedures apply to producing documents or
18 electronically stored information:

19 (i) a party must produce documents as they are kept in the usual course of business
20 or must organize and label them to correspond to the categories in the request. If producing the
21 documents as they are kept in the usual course of business would make it unreasonably burdensome
22 for the requesting party to correlate the documents being produced with the categories in its request
23 for production, the responding party must (a) specify the records in sufficient detail to permit the
24 requesting party to locate the documents that are responsive to the categories in the request for
25 production, or (b) organize and label the records to correspond to the categories in the request;

26 (ii) if a request does not specify a form for producing electronically stored
27 information, a party must produce it in a form or forms in which it is ordinarily maintained or in a
28 reasonably usable form or forms; and

(iii) a party need not produce the same electronically stored information in more than one form.

INTRODUCTORY DEFINITIONS

1. For the purposes of the below Requests the term "Collision" or "Subject Incident" refers to the motor-vehicle collision Plaintiff alleges occurred on February 7, 2019, and which event forms the basis of Plaintiff's Complaint on file herein.

2. As used herein, "Document" means all forms of tangible expression reduced to a tangible (including electronic) medium, including any written, printed, recorded, pictorial, graphic, or photographic material, however produced or reproduced, of which Defendant has knowledge or which is in Defendant's possession, custody, or control (together with any matter attached thereto), including the following, which is listed by way of example only and without limitation: correspondence, memoranda (including internal or inter-office memoranda), e-mails, PDFs, Word documents, Word Perfect documents, word processor documents, spreadsheets (e.g., Excel spreadsheets), statements, agreements, contracts, drafts, telegrams, cables, notes, reports, studies, analyses, records, evaluations, charts, ledgers, checks, tables, tabulations, compilations, summaries, indices, abstracts, drawings, blueprints, labels, tags, pleadings, testimony, speeches, articles, books, pamphlets, brochures, magazines, newspapers, calendars, diaries, minutes, orders, photographs, moving pictures, microfilms, microfiche, tapes, recordings, and any other matter which contains any written statement, material, communication, depiction, or representation.

3. The singular shall be interchangeable with the plural; the masculine, feminine, and neuter shall all be interchangeable; and the conjunctions "and" and "or" shall be both conjunctive and disjunctive.

REQUEST NO. 1:

Please produce or, if not able to produce, identify, any and all Documents referred to and identified in your answers to Plaintiff EDEL RAMIREZ-NAVARRETE's 1st Set of Interrogatories to Defendant HOLGA FLORES-REYES.

REQUEST NO. 2:

Please produce or, if not able to produce, identify, any and all Documents showing, describing, or memorializing the Collision, any and all property damage, property-damage payments, medical

1 treatment, medical payments, and liability claims made by any party to this action regarding the Subject
2 Incident, including, but not limited to, witness statements, witness sheets, investigative reports, appraisals,
3 or estimates of damage, and/or medical records.

4 **REQUEST NO. 3:**

5 Please produce or, if not able to produce, identify, any and all Documents that support,
6 corroborate, and/or relate to the Defendant's allegations, affirmative defenses, denials, or rebuttals, set
7 forth in *Defendant's Answer to Plaintiff's Complaint* (filed Sep. 20, 2019).

8 **REQUEST NO. 4:**

9 Please produce or, if not able to produce, identify, every sketch, map, photograph, digital picture,
10 moving pictures, and/or video tape, of the Collision, the area where the Collision happened, and the
11 damage from the Collision (including, but limited to, the parties' respective vehicles), that are in
12 Defendant's possession, Defendant's insurance company, or any other person or entity acting on
13 Defendant's behalf, that in any way relates to the Subject Incident.

14 **REQUEST NO. 5:**

15 Please produce or, if not able to produce, identify, every medical record relating to the injuries
16 sustained by Plaintiff as a result of the collision that are in the possession of the Defendant, Defendant's
17 insurance company, or any person or entity acting on the Defendant's behalf.

18 **REQUEST NO. 6:**

19 Please produce or, if not able to produce, identify, any and all Documents relating to any insurance
20 claim, including but not limited to bodily injury, worker's compensation, and health claims made by
21 Plaintiff, which are known to the Defendant, Defendant's insurance company, or any person or entity
22 acting on the Defendant's behalf.

23 **REQUEST NO. 7:**

24 Please produce or, if not able to produce, identify, a copy of Defendant's cellular telephone bill
25 for the date of the Subject Incident, *i.e.*, February 7, 2019, specifically the information showing
26 incoming/outgoing phone calls and written messages, including, but not limited to, text messages.

27 ///

28 ///

1 **REQUEST NO. 8:**

2 Please produce complete copy of Defendant's insurance carrier's pre-litigation
3 investigation/claims file.

4 **REQUEST NO. 9:**

5 Please produce copies of the complete policy(ies) of insurance, including all endorsements and
6 declarations page(s), for each automobile insurance policy that was in effect at the time of the accident
7 including but not limited to any and all umbrella policy(ies) covering any party named in this lawsuit.

8
9 DATED this 28th day of April, 2020.

10
11 **BIGHORN LAW**

12 BY: /s/ Noah A. Duran

13 **JACQUELINE R. BRETELL, ESQ.**

14 Nevada Bar No.: 12335

15 **NOAH A. DURAN, ESQ.**

16 Nevada Bar No. 15033

17 716 S. Jones Blvd.

18 Las Vegas, Nevada 89107

19 Phone: (702) 333-1111

20 *Attorneys for Plaintiff*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of
3 BIGHORN LAW, and on the 28th day of April, 2020, I served a copy of the forgoing **PLAINTIFF**
4 **EDEL RAMIREZ-NAVARRETE'S FIRST SET OF REQUESTS FOR PRODUCTION OF**
5 **DOCUMENTS TO DEFENDANT HOLGA FLORES-REYES** as follows:

6
7 ☒ Electronic Service – By serving a copy thereof through the Court's electronic service
8 system

9 ☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage
10 prepaid and addressed as listed below; and/or

11 ☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile
12 number(s) shown below and in the confirmation sheet filed herewith. Consent to service
13 under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile
14 transmission is made in writing and sent to the sender via facsimile within 24 hours of
15 receipt of this Certificate of Service; and/or

16 **ANDERSON STORM**
17 **MARK R. ANDERSON, ESQ.**

18 Nevada Bar 00606
19 3057 East Warm Springs Road, Suite 400
20 Las Vegas, Nevada 89120
21 Telephone: (702) 765-0976
22 Facsimile: (702) 765-0981
23 *Attorney for Defendants*
24 *HOLGA FLORES-REYES and*
25 *ANTHONY VERDON*

26 /s/ Real Jumao-as

27 An employee of BIGHORN LAW
28

EXHIBIT 5



1 ABXTA
2 Lyn MacNabb
3 Nevada Bar No. 4323
4 7432 W. Sahara Avenue, Ste. 101
5 Las Vegas, Nevada 89117
6 (702) 636-0111
7 Arbitrator

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 EDEL RAMIREZ-NAVARETTE,
11 an individual,

12 Plaintiff,

13 v.

14 HOLGA FLORES-REYES, an individual,
15 ANTHONY VERDON an
16 individual, DOES DRIVERS I-V, DOE
17 OWNERT I-V; ROE EMPLOYERS I-V;
18 and ROE CORPORATIONS I-V, inclusive,

19 Defendants.

Case No: A-19-800500-C
Dept No: XXVII

REQUEST FOR EXTENSION
OF TIME

20 TO: ROBERT EATON, Esq., attorney for Plaintiff; and

21 TO: PATRICE JOHNSON, Esq., attorney for Defendants.

22 COMES NOW Lyn MacNabb, Arbitrator in the above entitled action who asks
23 the Court for an order granting an extension of time in which to hold the hearing in
24 this matter pursuant to Nevada Arbitration Rule 12(B). Rule 12(B) provides that the
25 ADR Commissioner may permit an extension of time up to one year from the date of
26 the arbitrator's appointment upon a showing of unusual circumstances.

27 In this case the arbitrator was appointed on December 2, 2019. It is requested
28

1 that the arbitration hearing be extended to September 10, 2020. Circumstances supporting
2 the extension are as follows:

3 This case has been scheduled and rescheduled several times at the request of the
4 parties. The hearing was most recently set for August 25, 2020 but had to be continued to
5 allow the Plaintiff to leave the State of Nevada to care for his critically ill mother. Before
6 that the parties attempted in good faith to hold this matter heard within nine months from
7 my appointment, but that became virtually impossible when several employees at the
8 defense attorney's office were infected with Covid-19. That delayed the parties discovery
9 attempts dramatically.
10

11 This request for extension of time is made in good faith and not for purposes of
12 delay. The parties and their counsel have indicated that the earliest date they are all
13 available is September 10, 2020. It is requested that the hearing date be extended to that
14 date to allow this case to be heard within a year of my appointment.
15

16 Dated this 27th day of August, 2020.

17 LAW OFFICES OF LYN MACNABB

18 

19 LYN MACNABB, ESQUIRE

20 Nevada Bar Number 4323

21 7432 W. Sahara Avenue, Ste. 101

22 Las Vegas, Nevada 89117

23 Arbitrator
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ORDER

The Request for Extension of Time to hold the arbitration hearing in the above entitled matter is Granted. The parties shall hold the hearing on or before September 10, 2020 at noon at Plaintiff's counsel's office.

Dated this 2nd day of September, 2020.


ADR COMMISSIONER

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 2nd day of September, 2020, I electronically served a true and correct copy of the foregoing *Request for Extension* to the attorneys addressed to the following:

ROBERT EATON, ESQ.
4089 Spring Mtn Road.
Las Vegas, NV 89102
Attorney for Plaintiff

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant

LYN MACNABB, ESQ.
7432 W. Sahara Avenue #1010
Las Vegas, NV 89117
Arbitrator

/s/ Sandy Gerety

ADR Designee

STORM LEGAL GROUP

PATRICE S. JOHNSON, ESQ.

Nevada Bar No.: 12283

pjohnson@keyinsco.com

3057 East Warm Springs Road, Suite 400

Las Vegas, Nevada 89120

Telephone: (702) 765-0976

Facsimile: (702) 765-0981

Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

EDEL RAMIREZ-NAVARRETE, an
individual

Plaintiff,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual;
DOE DRIVERS I-V; DOE OWNERS I-V
ROE EMPLOYERS I-V; and ROE
Corporations I-V, inclusive,

Defendants,

CASE NO.: A-19-800500-C
DEPT NO.: XXVII

DEFENDANT'S ARBITRATION BRIEF

On February 5, 2019, Plaintiff was traveling into a parking garage when he claims he was rear ended by the Defendant. The Defendant claims Plaintiff had cut her off when approaching the speed bumps and then slammed on his brakes, causing this collision.

DUTY AND BREACH

Defendant is accepting liability.

CAUSATION AND DAMAGES

The only objective findings of Plaintiff's injury are in the MRI from Las Vegas Radiology. According to the MRI there is straightening of the lordotic curvature, mild spondylosis from C3-4 to C6-7, bilateral facet hypertrophic change throughout the cervical spine, with extension there is 1 mm retrolisthesis of C4 on C5, C5 on C6, and C6 on C7, with flexion there is 2 mm anterior spondylolisthesis of C2 on C3 and C3 on C4. These are diagnoses of degenerative conditions that should be expected of a 40 year old man. Hypertrophic changes are degenerative in nature and are not a sign of injury. There is no objective acute injury diagnosis from any of his providers. Plaintiff also did mention that he had previously injured his back. We do not know if these findings in the MRI were caused by that incident, and we have no definitive proof or evidence of these findings being contributed to his pain. Plaintiff claims this low back pain is chronic when we only have objective findings in his cervical spine.

Plaintiff did not go to the Emergency Room after this incident. It says in the medical records that he felt symptoms immediately after the crash. Plaintiff obviously was not hurt enough to need to go to the hospital. The records do not say whether or not Plaintiff had continued to work after the collision or if he decided not to. Plaintiff also waited six days to go see a doctor to receive treatment for his injuries.

ARGUMENT

The Plaintiff has the burden of proving his case by the preponderance of the evidence, and he fails. Plaintiff is 40 years old now and these findings could be degenerative changes or his prior injury. No doctor has conclusively stated that his MRI findings are a sign of injury impacted from this collision. These findings do not make the Defendant the exact cause of his pain. Plaintiff did not go to the hospital for his injuries right after the collision happened. He did not go to see a doctor until almost a week had passed. Plaintiff must be awarded nothing.

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1 the Court cited and quoted the case of *Polk v. Polk*, 228 Cal.App.2d 763, 39 Cal.Rptr. 824 (1964),
2 as follows:

3 The trier of fact, as the exclusive judge of the credit and weight to be given
4 to the testimony of a witness, may reject such testimony even though uncontradicted
5 or unimpeached when he does not act arbitrarily but does so upon sound and relevant
6 considerations, such as the inherent improbability of the statements, the interest of
7 the witness in the case, his motives, and the manner in which he testifies.

8 The Nevada Supreme Court has approved and affirmed a jury verdict in favor of a
9 defendant on the issue of damages even though no affirmative contradictory medical
10 testimony on behalf of defendant was ever presented and despite the stipulation of the
11 admission of medical expenses. *Quintero adv McDonald*, 116 Nev. 1181, 14 P.3d 522
12 (2000), stating “Although McDonald did not present testimony challenging causation,
13 testimony elicited from Quitnero’s witnesses on cross examination controverted Quintero’s
14 claim as to the extent of her injuries.” Id. 523-524. Under Quintero, there is no affirmative
15 obligation on a defendent to present contrary medical testimony. The recent unpublished
16 decision of *Didier v. Sotolongo*, No. 76289, Order of Affirmance dated May 31, 2019 might
17 be cited by Plaintiff for the proposition that Defendant’s failure to present any medical
18 opinion to rebut the opinion of the Plaintiff’s providers as to causation and damages makes
19 her entitled to an award of her entire medical specials. Such reliance upon the Didier case
20 would be misplaced, however, as the Court in Didier noted:

21 “Thus, Didier failed to produce any expert testimony **or other evidence** by which a
22 reasonable person could choose to disregard the chiropractor’s expert opinion as to
23 either causation for the injury or to the amount of damages.”(Emphasis Added).

24 The Court in Didier further noted:

25 “This case is therefore distinguishable from other cases, such as Quintero, in
26 which there was **some evidence** to support a finding in favor of the non-moving
27 party.” (Emphasis Added).
28

These words from the Nevada Supreme Court evidence that Didier is distinguishable from Quintero and clearly shows that the Court did not intend to overrule its decision in Quintero. The arbitrator is not bound by the case law to award Plaintiff his entire claimed medical specials, merely because Defendant has not retained a medical expert at this juncture of the case. With one of the purposes behind the arbitration scheme being to limit cost and expense, Defendant is no more bound to go to the expense of retaining an expert than is the Plaintiff being bound to bring their medical providers to the arbitration hearing to testify in person, as would be required in an actual trial before judge and jury.

SOFT TISSUE EVALUATION AND JURY VERDICTS

It is well established that juries do not view in a favorable light claims involving low impacts and soft tissue injuries. A perusal of just about any issue of the Trial Reporter of Nevada would inform one this.

LIST OF WITNESSES

It is anticipated that the named Parties will testify at the arbitration hearing, though Defendant would reserve the right to call any witness which he has identified during the course of these proceedings.

LIST OF EXHIBITS TO BE RELIED UPON

Defendant reserves the right to utilize any and all documents previously produced on his behalf as well as those exhibits produced by the other parties in this matter.

CONCLUSION

Plaintiff bears the burden of proof with respect to her claims of negligence and damages against Defendant. Because he has lied and been evasive, and because his case is reliant on the credibility of the oral representations made to his treatment providers, he has not met his burden of establishing the damages she seeks.

1 DATED this 10th day of September 2020.
2

3 **STORM LEGAL GROUP**

4 */s/ Patrice S. Johnson, Esq.*

5 By: _____

6 PATRICE S. JOHNSON, ESQ.

7 Nevada Bar No.: 12283

8 3057 East Warm Springs Road, Suite 400

9 Las Vegas, Nevada 89120

10 Telephone: (702) 765-0976

11 *Attorney for Defendants*
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CERTIFICATE OF SERVICE

1 I HEREBY CERTIFY that on the 10th day of September, 2020, I forwarded a true and
2 correct copy of the above foregoing **DEFENDANT'S ARBITRATION BRIEF** made as follows:

3 _____ by depositing in the United States Mail, first-class postage prepaid, at
4 Las Vegas, Nevada enclosed in a sealed envelope;

5 _____ by facsimile transmission as indicated below; or

6 _____ both U.S. Mail and facsimile TO:

7 _____ e-mail

8 x By e-service through Odyssey at District Court

9
10 Lyn MacNabb
11 Nevada Bar No. 4323
12 7432W. SatraraAvnue, Ste. 101
13 Las Vegas, Nevada 89117
14 (702) 636-0111
15 Arbitrator

16 **JACOB G. LEAVITT, ESQ.**
17 Nevada Bar No.: 12608
18 **RICHARD FONBUENA, ESQ.**
19 Nevada Bar No.: 15041
20 **BIGHORN LAW**
21 716 South Jones Boulevard
22 Las Vegas, Nevada 89107
23 Phone: (702) 333-1111
24 jacobl@bighornlaw.com
25 richard@bighornlaw.com
26 *Attorneys for Plaintiff*

27
28

/s/Ashley Gittings

An Employee of
STORM LEGAL GROUP

EXHIBIT 6



1 ARBA

2 Lyn MacNabb

3 Nevada Bar No. 4323

4 7432 W. Sahara Avenue, Ste. 101

5 Las Vegas, Nevada 89117

6 (702) 636-0111

7 Arbitrator

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 EDEL RAMIREZ-NAVARETTE,
11 an individual,

12 Plaintiff,

13 v.

14 HOLGA FLORES-REYES, an individual,
15 ANTHONY VERDON an
16 individual, DOES DRIVERS I-V, DOE
17 OWNERT I-V; ROE EMPLOYERS I-V;
18 and ROE CORPORATIONS I-V, inclusive,

19 Defendants.

Case No: A-19-800500-C

Dept No: XXVII

ARBITRATION AWARD

20 TO: ROBERT EATON, Esq., attorney for Plaintiff; and

21 TO: PATRICE JOHNSON, Esq., attorney for Defendants.

22 The Arbitration hearing was held held on September 10, 2020. Present at the
23 hearing were the above identified attorneys and the parties in this action. Having
24 considered the testimony at the hearing, the briefs, pleadings and papers on file herein, I
25 find in favor of the Plaintiff and against the Defendants Holga Flores-Reyes and Anthony
26 Verdon and award total past damages in the amount of thirteen thousand five hundred
27 dollars (\$13,500.00).

NOTICE

Pursuant to Nevada Arbitration Rule 18A, you are hereby notified that you have thirty days from the date you are served with the Award within which to file a request for trial de novo with the Clerk of the Court and to serve the Commissioner and the other parties.

Dated this 15th day of September, 2020.

LAW OFFICES OF LYN MACNABB



LYN MACNABB, ESQUIRE

Nevada Bar Number 4323

7432 Sahara Avenue, Ste. 101

Las Vegas, Nevada 89117

Arbitrator

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of June, 2020, I electronically served a true and correct copy of the foregoing **ARBITRATION AWARD** to the attorneys addressed to the following:

JACOB LEAVITT, ESQ.
716 S. Jones Blvd.
Las Vegas, NV 89107
Attorney for Plaintiff

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant

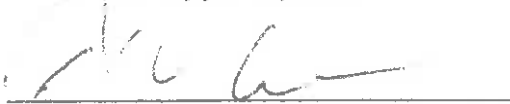

An employee of Lyn MacNabb

EXHIBIT 7



MOT
JACQUELINE R. BRETELL, ESQ.
Nevada Bar No. 12335
ROBERT N. EATON, ESQ.
Nevada Bar No. 9547
BIGHORN LAW
2225 E. Flamingo Road,
Building 2, Suite 300
Las Vegas, Nevada 89119
Phone: (702) 333-1111
Roberte@bighornlaw.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE, an individual,

CASE NO: A-19-800500-C
DEPT. NO.: XXVII

Plaintiff,

v.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVER I-V; DOE OWNERS I-V; ROE
EMPLOYER I-V; ROE CORPORATIONS I-V,
inclusive,

Defendants.

PLAINTIFF'S APPLICATION FOR FEES AND COSTS

Pursuant to N.A.R. 13, Plaintiff, EDEL RAMIREZ-NAVARETTE, by and through his attorneys, JACQUELINE R. BRETELL, ESQ. and ROBERT N. EATON, ESQ. of **BIGHORN LAW**, hereby applies for their fees, costs and pre-judgment interest, pursuant to Nevada Arbitration rules 16 and 17(b) and Nevada Revised Statutes 18.010 and 18.020, and NRCP 68(f).

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1 This application is made and based upon all pleadings and papers filed herein, and the attached

2 ~~Memorandum of Understanding and Submission~~

3 **DATED** this 21st day of September, 2020.

4 **BIGHORN LAW**

5 By: /s/ Robert N. Eaton

6 **JACQUELINE R. BRETELL, ESQ.**

7 Nevada Bar No. 12335

8 **ROBERT N. EATON, ESQ.**

9 Nevada Bar No. 9547

10 2225 E. Flamingo Road,

11 Building 2, Suite 300

12 Las Vegas, Nevada 89119

13 *Attorneys for Plaintiff*

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1 Mr. Ramirez-Navarrete did nothing to cause or contribute to the collision, and there is nothing
2 he could have done to avoid it. Since Defendants' liability is crystal clear from her own description of
3 how the accident occurred, the only matter which remain at issue are Plaintiff Ramirez-Navarrete's
4 resulting injuries and damages, including his medical and other damages such as property damage,
5 anticipated future medical bills, and his past and future pain and suffering.

6 Further, Defendant has failed to respond to Plaintiff's Discovery, as served upon them on April
7 28, 2020. Thus, Defendant has admitted she caused the collision; that her negligence proximately
8 caused Plaintiff Ramirez-Navarrete's injuries; she attempted to flee from the Plaintiff after the
9 collision. Because Defendant's have failed to participate in the arbitration process in good faith, They
10 should not be allowed an opportunity to appeal the arbitrator's award.

11 **LEGAL AUTHORITY**

12 **a. Pursuant to NRS 18.020, Plaintiff is entitled to Costs as the Prevailing Party**

13 Pursuant to NRS 18.020, a prevailing party is unequivocally entitled to the reasonable costs
14 incurred in defending a case. Specifically, NRS 18.020 reads, in pertinent part:
15

16 Cases in which costs allowed prevailing party. Costs must be allowed of course to the
17 prevailing party against any adverse party against whom judgment is rendered in the
18 following cases:

19 ...

20 3. In an action for the recovery of money or damages where the plaintiff seeks to recover
more than \$2,500.00.

21 As the prevailing party in a case where Plaintiff sought to recover more than \$2,500.00,
22 Plaintiff is undisputedly entitled to costs expended in the litigation of this matter. Based on the
23 Complaint, Plaintiff sought general and special damages in excess of \$15,000.00. Since the
24 inception of this litigation, Plaintiff has incurred taxable costs relating to this matter in the amount
25 of **One Thousand Three Hundred Ninety One Dollars and 35/100's (\$1,391.35)**. See Plaintiff's
26 Memorandum of Costs, filed contemporaneously herewith. Additionally, the arbitration award for
27 Edel Ramieriz Navarette was \$13,500.00 (See Arbitration Decision and Award, attached hereto as
28 "**Exhibit 1**"). Accordingly, pursuant to NRS 18.020, Plaintiff is entitled to recover his total

1 expendable costs expended after that date, in the amount as outlined in Plaintiff's Memorandum of
2 Costs.

3 **b. Pursuant to NRS 18.010, Plaintiff is entitled to Reimbursement for Reasonable**
4 **Attorneys' Fees Incurred in this Matter.**

5 Nevada follows the "American Rule" regarding awards of fees and costs. *Smith v. Crown*
6 *Fin. Servs.*, 111 Nev. 227, 281 (1995). Under this rule, the district courts must rely on a statute, rule
7 or contract to award attorney's fees and costs of suit. *Sun Realty v. Dist. Ct.*, 91 Nev. 774, 542 P2d
8 1072 (1975).

9 Nevada Revised Statutes 18.010 allows attorney fees to be awarded to a prevailing party, and
10 states, in pertinent part:

11 2. In addition to the cases where an allowance is authorized by specific statute, the court
12 may make an allowance of attorney's fees to a prevailing party:

13 (a) When the prevailing party has not recovered more than \$20,000;

14 In evaluating a motion to award attorney fees, the Arbitrator must consider four (4) factors:
15 the quality of the advocacy, the character of the work to be done, the work actually performed, and
16 the result. *Barney v. Mt. Rose*, 192 P.3d 730 (Nev. 2009) (citing *Brunzell v. Golden Gate Nat'l Bank*,
17 85 Nev. 345 (1969)). Here, the work performed by Plaintiff's counsel was reasonable, appropriate
18 and necessary.

19 Plaintiff's counsel has spent a large amount of time of time conducting and engaging in
20 discovery, preparing this matter for Arbitration, and attending the Arbitration hearing. Plaintiff's
21 counsel bills at an hourly rate of \$300.00 and has spent far in excess of 10 hours of work in this
22 matter. *See* Declaration of Counsel, attached hereto.

23 Nevada Arbitration Rule 16(E) limits the amount that an Arbitrator may award a prevailing
24 party attorneys' fees to \$3,000.00, unless there is an agreement between the parties allowing a greater
25 award. In this matter, there is no such agreement, therefore, any award for attorneys' fees is limited
26 and may not exceed \$3,000.00. Accordingly, Plaintiff requests that the Arbitrator issue a further
27 award of Attorneys' fees in the amount of \$3,000.00, in accordance with Rule 16(E).

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1 arbitration brief prior to the scheduled time for the arbitration to go forward, and for Defendant's
2 failure to appear and contest the accusations made against her by Plaintiff.

3 DATED this 21st day of September, 2020.

4 **BIGHORN LAW**

5 By: /s/ Robert N. Eaton, Esq.

6 **JACQUELINE R. BRETELL, ESQ.**

7 Nevada Bar No. 12335

8 **ROBERT N. EATON, ESQ.**

9 Nevada Bar No. 9547

10 2225 E. Flamingo Road,

11 Building 2, Suite 300

12 Las Vegas, Nevada 89119

13 *Attorneys for Plaintiff*

1
2 **DECLARATION OF ROBERT N. EATON, ESQ. IN SUPPORT OF MOTION FOR**
3 **ATTORNEYS' FEES AND COSTS**

4 ROBERT N. EATON, ESQ., being first duly sworn, under oath deposes and says:

- 5 1. I am an attorney duly licensed to practice law in the State of Nevada and an Associate with the
6 Law Offices of **BIGHORN LAW**.
7
8 2. I am the Attorney assigned to this file and I am personally familiar with the facts and
9 circumstances surrounding this matter and am competent to testify hereto.
10
11 3. My usual and customary fee on an hourly basis is \$500.00 an hour, which is average for
12 attorneys of my skill and experience who handle similar matters in Clark County, Nevada.
13
14 4. Plaintiff has incurred more than \$3,000.00 in attorneys' fees in this action, which is the
15 maximum amount allowed under the Nevada Arbitration Rules.
16
17 5. The attorneys' fees and costs incurred in this matter were reasonably and necessarily incurred.
18
19 6. I declare under penalty of perjury that the foregoing is true and correct.

20 **DATED** this 21st day of September, 2020.

21 Robert N. Eaton, Esq.
22 **ROBERT N. EATON, ESQ.**
23
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1
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3 **CERTIFICATE OF SERVICE**

4 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of
5 BIGHORN LAW, and on the 21st day of September, 2020, I served a copy of the forgoing
6 **PLAINTIFF'S APPLICATION FOR FEES AND COST** follows:

- 7 ☒ Electronic Service – By serving a copy thereof through the Court's electronic service
8 system; and/or
9 ☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage
10 prepaid and addressed as listed below:

11 Patrice Johnson, Esq.
12 STORM Legal Group
13 3057 East Warm Springs Road, Suite 400
14 Las Vegas, Nevada 89120
Attorney for Defendants

LYN MacNABB, ESQ.
Nevada Bar No. 4323
7432 W. SAHARA AVENUE, Ste. 101
Las Vegas, NV 89117
(702) 636-0111
Arbitrator

15
16 /s/ Sahar Nemati
17 An employee/agent of **BIGHORN LAW**
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EXHIBIT 8



1 ABFCI

2 Lyn MacNabb

3 Nevada Bar No. 4323

4 7432 W. Sahara Avenue, Ste. 101

5 Las Vegas, Nevada 89117

6 (702) 636-0111

7 Arbitrator

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 EDEL RAMIREZ-NAVARETTE,
11 an individual,

12 Plaintiff,

13 v.

14 HOLGA FLORES-REYES, an individual,
15 ANTHONY VERDON an
16 individual, DOES DRIVERS I-V, DOE
17 OWNERT I-V; ROE EMPLOYERS I-V;
18 and ROE CORPORATIONS I-V, inclusive,

19 Defendants.

Case No: A-19-800500-C

Dept No: XXVII

RULING ON APPLICATION
FOR FEES, COSTS AND INTEREST

20 TO: ROBERT EATON, Esq., attorney for Plaintiff; and

21 TO: PATRICE JOHNSON, Esq., attorney for Defendants.

22 Plaintiff prevailed at the arbitration and timely applied for fees, costs and interest.

23 Having considered the application, and having received no opposition thereto, Plaintiff is
24 awarded costs in the reduced amount of one thousand one hundred forty-one dollars and
25 thirty-five cents (\$1,141.35) and interest in the amount of nine hundred fifty-six and
26 nineteen cents (\$959.19). Regarding the application for attorney's fees, the undersigned
27 finds that the analysis under Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 455 P.2d 31
28 (1969) was satisfied. The factors addressed by that case, prerequisite to an award of

1 attorney's fees, were set forth in the moving points and authorities with specificity.

2 Attorney's fees are thus awarded in the amount of one thousand dollars (\$1,000.00).

3 Dated this 2nd day of October, 2020.

4 LAW OFFICES OF LYN MACNABB

5 
6

7 LYN MACNABB, ESQUIRE
8 Nevada Bar Number 4323
9 7432 Sahara Avenue, Ste. 101
10 Las Vegas, Nevada 89117
11 *Arbitrator*

12 **CERTIFICATE OF SERVICE**

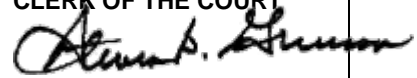
13 I HEREBY CERTIFY that on the 2nd day of October, 2020, I electronically served
14 a true and correct copy of the foregoing ***AWARD OF COSTS, INTEREST AND***

15 ***ATTORNEY'S FEES*** to the attorneys addressed to the following:

16 ROBERT EATON, ESQ.
17 716 S. Jones Blvd.
18 Las Vegas, NV 89107
19 *Attorney for Plaintiff*

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant

20 
21 An employee of Lyn MacNabb



OPPS

STORM LEGAL GROUP

PATRICE S. JOHNSON, ESQ.

Nevada Bar No.: 12283

3057 East Warm Springs Road, Suite 400

Las Vegas, Nevada 89120

pjohnson@keyinsco.com

Telephone: (702) 765-0976

Facsimile: (702) 765-0981

Attorneys for Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARRETE, an individual

Plaintiff,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVERS I-V; DOE OWNERS I-V ROE
EMPLOYERS I-V; and ROE Corporations I-
V, inclusive,

Defendants.

CASE NO.: A-19-800500-C

DEPT. NO.: XXVII

DEFENDANT'S OPPOSITION TO
PLAINTIFF'S MOTION FOR PARTIAL
SUMMARY JUDGMENT

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO STRIKE

REQUEST FOR TRIAL DE NOVO

Defendant, through his undersigned counsel, hereby submits the following OPPOSITION TO

PLAINTIFF'S MOTION TO STRIKE REQUEST FOR TRIAL DE NOVO :

POINTS AND AUTHORITIES

I. DEFENDANT ARBITRATED IN GOOD FAITH

Plaintiff makes several contentions to support the Motion:

- (1) That Defendant's failure to appear at the arbitration hearing or call defense witnesses "prevented Plaintiffs from soliciting testimony to dispute Defendant's 'low impact' argument."

(2) Defendant's arbitration brief was an hour late after the arbitration began;"

(3) Defendant failed to participate in discovery and in the arbitration process as a whole.

It is difficult to perceive how Defendant would bear the burden of dis-proving proximate cause by calling witnesses to testify in his case in chief. It is patently without merit for Plaintiff to argue that witnesses the defense identified were so instrumental to Plaintiff's case that he was "prevented" from "soliciting testimony to dispute Defendant's 'low impact' argument." Plaintiff himself should have served them with subpoenas requiring their attendance at arbitration.

The Nevada Arbitration Rules and case law discussed below defeat Plaintiff's remaining arguments. First, the defense was not even required to file a "brief" at arbitration, much less one that Plaintiff's counsel found acceptable. Second, Defendant's concession of breach of duty excuses his personal participation in the hearing and in verifying interrogatory replies. That is because the sole issues for Plaintiffs to prove are proximate cause and damages. Defendant could not add anything to these questions.

A. Defendant Has A Right To A Jury Trial

First and foremost, Defendant has a right to a jury trial. The Nevada Constitution, Article 1, Section 3 states in pertinent part: "The right of trial by jury shall be secured to all and remain inviolate forever" (emphasis added) and this has always been held to apply to civil actions. *State v. McClear*, 11 Nev. 39 (1876).

B. Pertinent Nevada Arbitration Rules

N.A.R. 1 states the program is "non-binding" in nature for the precise reason that Defendant has the right to a jury trial. N.A.R. 2 establishes the program in a way that it is a "simplified procedure" intended to be "informal" and "expeditious." N.A.R. 8 indicates arbitrators have a significant amount of discretion to "relax all applicable rules of evidence and procedure to effectuate a speedy and economical resolution of the case without sacrificing a party's right to a full and fair hearing on the merits."

N.A.R. 11 gives significant discretion to the arbitrator as to even permitting any discovery as the rule states:

1 The conference may be held by telephone in the discretion of the arbitrator. The
2 extent to which discovery is allowed, **if at all**, is in the discretion of the
3 arbitrator who must make every effort to insure that discovery, **if any**, is neither
4 costly nor burdensome. Types of discovery shall be those permitted by the
5 Nevada Rules of Civil Procedure, but may be modified in the discretion of the
6 arbitrator to save time and expense. (Emphasis added).

7 Similarly, N.A.R. 13 does not even mandate an arbitration brief but simply a list of
8 witnesses and documents that a party will rely upon at the arbitration hearing. That Rule goes
9 on to state that a party is not even required to present case law or legal citations to the arbitrator;
10 but list witnesses and documents with a description of the documents or the anticipated
11 testimony. Such is consistent with the above-described rules that the arbitration hearing is
12 “simplified” and economical.

13 Finally, N.A.R. 15 specifically allows the arbitration hearing to proceed without a party’s
14 presence and participation at the hearing. The rule states:

15 An arbitration may proceed in the absence of any party who, after due notice, fails
16 to presents or fails to obtain a continuance. The arbitrator shall require that the
17 party present such evidence as he or she may require for the making of an award
18 and may offer the absent party an opportunity to appear at the subsequent hearing
19 if such a hearing is deemed appropriate by the arbitrator.

20 C. Pertinent Nevada Case Authority

21 In the case of *Chamberland v. Labarbera*, 877 P.2d 523 (1994), the Nevada Supreme
22 Court overturned the District Court’s striking of the defendant’s request for trial de novo under
23 similar circumstances. In that matter, the case was assigned to the mandatory arbitration
24 program, and liability was not disputed as the accident was of the rear-end nature. When the
25 District Court struck the defendant’s request for trial de novo, the Supreme Court held it abused
26 its discretion by “delivering such a severe sanction” as striking a party’s right to a jury trial:

27 The magnitude of the sanction brings the action under the purview of *Young*. *Young*
28 instructs that the district court must enter specific findings and conclusions when
dismissing a party from a legal proceeding under NRCP 37. This not only

1 facilitates appellate review, but also impresses upon the district court the severity
2 of such a sanction. *Id.* at 525.

3 The Court noted that the defendant was not required to conduct any discovery and that
4 the defendant's failure to attend the arbitration hearing was not a basis for the District Court to
5 strike the defendant's request for trial de novo as liability was not disputed. In the end, the Court
6 stated:

7 With liability apparently not at issue, the entire dispute involved the extent of
8 Labarbera's damages. Chamberland's counsel offered a defense at the arbitration
9 hearing by cross-examining Labarbera and disputing her alleged injuries.

10 In sum, we conclude that the district court abused its discretion by imposing such a
11 severe sanction upon Chamberland. Arbitration matters often involve simple
12 disputes and meager claims for damages that do not warrant expensive pre-
arbitration discovery or sophisticated 'trial' techniques. *Id.*

13 Next, in the matter of *Gittings v. Hartz*, 996 P.2d 898 (2000), the Nevada
14 Supreme Court stated:

15 The Court Annexed Arbitration Program is intended to be a simplified, informal
16 procedure to resolve certain types of cases. (Citations omitted). It is designed to
17 give the arbitrator a good understanding of the essential factual disputes and the
legal positions of the parties.

18 In *Gittings*, the defendant ran a red light and T-boned the plaintiff's vehicle. Liability was
19 not disputed. The contested matter was plaintiff's alleged damages. The Court stated:

20
21 For purposes of requesting a trial de novo, this court has equated 'good faith' with
22 'meaningful participation' in the arbitration proceeding...However, the important
23 right to a constitutional jury trial is not waived simply because individuals can
24 disagree over the most effective way to represent a client at an arbitration hearing.
25 See *Chamberland*, 110 Nev. at 705, 877 P.2d 525 (despite failing to conduct
discovery or attend the arbitration hearing, appellant meaningfully participated in
the arbitration where liability was not an issue by engaging in cross-examination
and disputing alleged injuries). (Emphasis added).

26
27 The Nevada Supreme Court stated the defendant "meaningfully participated" in the
28 arbitration program by conducting discovery which was permitted by the arbitrator and

1 presenting arguments at the arbitration hearing regarding damages. The defendant served
2 Interrogatories, Request for Production of Documents and deposed the plaintiff. The Court noted
3 that defendant Gittings did not need to attend the arbitration hearing as:

4
5 ...did not need to personally attend the arbitration hearing because liability was not
6 at issue.

7 The Nevada Supreme Court further stated:

8 There may be many valid reasons why a party would not wish to expend money at
9 the arbitration stage of a case on medical experts. Effective cross-examination may
10 be sufficient to point out discrepancies in a person's claim of injury without such
11 testimony, or without presentation of 'counterveiling of medical evidence.'
(Emphasis added).

12 The Nevada Supreme Court, when addressing the issue of whether a defendant's insurer
13 files Requests for Trial De Novo, the Court stated:

14 While a comparatively high percentage of de novo requests are filed by Allstate,
15 there is no analysis accompanying the statistics to support a conclusion that the
16 statistics prove that Allstate automatically requests a trial de novo regardless of the
17 arbitration process. For example, no correlation has been shown between requests
18 for trial de novo and verdicts for and against the party who filed the request.
(Emphasis added).

19 The Nevada Supreme Court in *Campbell v. Maestro*, 996 P.2d 412 (2000) determined
20 that the trial court's striking of a defendant's Request for Trial De Novo was improper and too
21 severe of a sanction. In *Campbell*, plaintiff's cause of action arose out of an automobile accident.
22 The District Court made the following findings in supporting its Order to strike Campbell's
23 constitutional right to a jury trial:

- 24 1) Defendant Campbell admitted in his deposition the accident was his fault;
25 2) Defendant Campbell's insurer denied liability for one year and a half after the
26 accident;

- 3) Defendant Campbell's insurer did not pay plaintiff's property damage until one year and a half after the incident, allegedly because the insurer disputed the case on liability;
- 4) Defendant Campbell's attorney asserted liability affirmative defenses;
- 5) The attorney arbitrator made some type of finding defendant's insurer failed to arbitrate in good faith;
- 6) Defendant Campbell's insurer failed to make any settlement offer for personal injury claims until one and a half years after the accident.

The Nevada Supreme Court in *Campbell* stated:

...a conclusion that Campbell was contesting liability in bad faith does not necessarily support a finding that Campbell's position regarding the value of any injuries suffered by Maestro and Costantino is also invalid. The record before the district court contains little or no factual allegations that would support a conclusion that Campbell's position regarding a trial on damages was unfounded and made for the purposes of delay or harassment. For this reason, we conclude that the severe sanction of striking the request for trial de novo was not warranted in this case. See *Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 92-93, 787 P.2d 777, 780 (1990) (where dismissal with prejudice was granted for discovery abuse, this court noted that such a severe sanction should be imposed only after consideration of all factors involved). (Emphasis added).

...

With failures to pay property damages and make settlement offers the district court noted the apparent intransigence of NGI and its counsel with regard to the prosecution of Campbell's defense. However, there is no duty under the arbitration rules governing good and bad faith participation in arbitration proceedings to enter into settlement negotiations or to agree to make payment to any claim at any time regardless of the merits thereof. Refusals regarding settlement or payment, whether ill-advised or not, must be resolved under NRCP 68, NRS 17.115, NRS 18.010, NRCP 11, NAR 22(B)(b), and the various rules regarding the payment of interest on judgments. Thus, the refusals by NGI to honor certain claims or enter into meaningful settlement negotiations, although possibly implicating its obligations to Campbell to act in good faith to avoid a judgment in excess of its policy limits, were not pertinent to the questions of good faith participation in the arbitration program.

II. THE SUMMARY JUDGMENT MOTION MUST BE DENIED

NRCP 56(a) and (b) state that summary judgment is appropriate if the movant can

1 establish by reference to the evidentiary record that no genuine issues of material fact exist. A
2 summary judgment motion must point to specific facts, not generalized conclusions. EDCR 2.21.
3 Furthermore, the evidence upon which the movant relies must be admissible. NRCP 56(c)(2)
4 states that the movant or non-movant may properly object that the opposing party relies upon
5 inadmissible evidence in his or her position. A summary judgment motion cannot be a vehicle
6 that dispenses with the jury's function of weighing the credibility of witnesses. *Pegasus v. Reno*
7 *Newspapers, Inc.*, 118 Nev. 706 (2002). Plaintiff's motion violates each of these tenets.

8 Preliminarily, it is unclear just what would be the scope of the judgment Plaintiff is asking
9 the Court to enter against Defendant. It appears, however, that he seeks summary judgment on
10 *all* elements of his negligence cause of action. Those elements are duty, breach, damages, and
11 proximate cause.¹ Plaintiff asserts that, because the defense did not set forth an expert, each
12 element of his claim is established. This simply is not true. Assuming all of the admissions are
13 deemed true, they could only establish Defendant's breach of duty and the authenticity of his
14 medical records. None of the admissions go to the questions of proximate cause, the fact of
15 injury, the nature and extent of damages, or their amount.

16 Plaintiff's Motion fails to comply with NRCP 56's requirement that he identify the
17 specific, undisputed facts that would justify summary judgment on the issues of causation and
18 damages, and he relies upon inadmissible evidence:

- 19 1. Plaintiff must prove with admissible evidence that his medical expenses were
20 reasonable in amount and necessarily incurred as a result of the subject
21 accident. NEV. J.I. 10.02; *Patterson v. Horton*, 929 P.2d 1125 (Wash. App.
22 2001). No such evidence is before the Court. Instead, Plaintiff just makes a
23 generic reference to the authenticated medical records and argues that they
24 somehow establish these critical elements of his claim. However, the records
25 and bills are inadmissible hearsay/hearsay within hearsay (NRS 51.035,
26 51.065(1)); and there is no foundation from a competent expert supporting the
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¹ *Turner v. Mandalay Sports Entm't, LLC*, 124 Nev. 213, 180 P.3d 1172 (2008).

1 conclusory assertions in them that the expenses are reasonable and necessary
2 due to the subject accident (NRS 50.025(1)(b), 50.275). These failures render
3 the records and bills irrelevant, incompetent, and speculative, and Defendant
4 objects to this evidence for these reasons.

5 2. Plaintiff asks the Court to usurp the jury's sole province to weigh the
6 Plaintiff's credibility and that of his providers (see, *Pegasus, supra*).

7 3. Plaintiff asks the Court to speculate that he sustained injury and damages
8 based upon the above-described incompetent and otherwise inadmissible
9 evidence. Defendant objects to this evidence for the above-stated reasons.

10 Plaintiff next misinterprets the unpublished decision of *Didier v Sotolongo*, 441 P.3d1091
11 (2019). By necessary inference, Plaintiff asserts that this unpublished decision (1) overturns
12 *Quintero v. McDonald*, 116 Nev. 1181, 14 P.3d 522 (2000), and (2) overturns the long line of
13 cases (such as *Pegasus, supra*) by ostensibly holding that the credibility of witnesses is now
14 irrelevant to the questions of causation and damages in personal injury cases. *Didier* does no
15 such things.

16 In *Quintero*, the plaintiff alleged whiplash injuries. The jury found in her favor on the
17 question of breach of legal duty, but awarded her no damages because they found her un-credible.
18 On appeal, the plaintiff argued that she was entitled to a new trial, in part because the defendant
19 offered no expert testimony to contradict her claim of causation and damages. The Nevada
20 Supreme Court disagreed. Pointing to evidence that impeached the plaintiff and otherwise
21 undermined her claims of causation and damages, the court stated that the jury was free to
22 determine that she was not hurt ("... [T]he jury was not bound to assign any particular probative
23 value to any evidence presented.").

24 However, in *Didier*, unlike *Quintero*, the defense offered *no evidence at all* to rebut
25 plaintiff's expert's opinion testimony of causation and special damages. In the *complete absence*
26 of evidence upon which a jury could base a decision that plaintiff was not injured and that her
27 medical expenses were not reasonable and necessary, the issues were taken from the jury and
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1 decided as a matter of law.

2 Plaintiff, however, expands *Didier* to hold that if a plaintiff calls an expert to testify to
3 causation and damages, the defense can *only* attack a plaintiff's claim of causation and damages
4 with an expert of its own. Such a reading of *Didier* renders a plaintiff's credibility totally
5 irrelevant; and even an effective, discrediting cross-examination of a plaintiff's expert becomes
6 meaningless.

7 Equally fundamental is Plaintiff's failure to appreciate the procedural context of the
8 *Didier* case. The questions of causation and damages were decided by the court per NRCP 50
9 *after all the evidence had been presented at trial*. It was by no means decided as a summary
10 judgment motion. In fact, in *Didier* the court made specific reference to its reliance upon *D&D*
11 *Tire v. Ouelette*, 131 Nev. 462, 352 P.3d 32 (2015), for the proposition that the parties must be
12 fully heard *at trial* before a jury issue may be taken from a jury.

13 **III. THE DEFENSE COUNSEL'S OFFICE WAS OPERATING UNDER**
14 **UNFORESEEN AND DIRE CIRCUMSTANCES FOR WHICH THE**
15 **RESPONSE TO THE DISCOVERY AND SCHEDULING OF A DEPOSITION**
16 **WOULD HAVE BEEN DANGEROUS**

17 It was discussed at length at the beginning of the arbitration the reasons as to why the defense
18 could not respond to the discovery and it was unforeseen and under extenuating circumstances
19 for which no person could have been expected to perform. The Defense Counsel's office was
20 infected with COVID-19, not once, but twice during the time the Answers to Discovery were due
21 and the Defense Counsel was also infected and had effects of illness for weeks afterwards. There
22 were no attorneys available to cover the responses and the staff was also infected and ill.

23 Unlike the assertion by Plaintiff, there was never an indication the arbitrator took into
24 consideration the absence of the Defendants at the arbitration, as liability was conceded, and
25 there was never an indication that the response to discovery was taken into consideration in
26 determining the arbitration award. Opposition to an award of fees and costs certainly do not
27 indicate a lack of participation and the thought process is misguided. There is no failure to
28 participate in good faith in this instance considering the circumstances, however, there is no law
which states the Defendant must appear at the arbitration or oppose an award for fees and costs.

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For the above reasons, Defendant requests that Plaintiff's Motion For Partial Summary Judgment be denied.

For the foregoing reasons, Plaintiff's Motion For Partial Summary Judgment should be denied.

DATED this 4th day of November, 2020.

STORM LEGAL GROUP

By: /s/ Patrice Johnson

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Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of November, 2020, I served a true and complete copy of the foregoing, **OPPOSITION TO PLAINTIFFS' MOTION TO STRIKE DEFENDANT REQUEST FOR TRIAL DE NOVO**, addressed to the parties below, to be served as follows:

- [] by placing a true and correct copy of the same to be deposited for mailing in the U.S.
Mail, enclosed in a sealed envelope upon which first class postage was fully prepaid;
and/or
[] via facsimile; and or
[] by hand delivery to the parties listed below; and or
[X] by electronic service via ODYSSEY through the District Court.

JACOB G. LEAVITT, ESQ.

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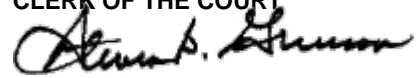
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Arbitrator

Ashley Gittings

An Employee of Storm Legal Group



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DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE, and individual,

Plaintiff,

CASE NO.: A-19-800500-C
DEPT. NO.: XXVII

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVER I-V; DOE OWNERS I-V; ROE
EMPLOYER I-V; ROE CORPORATIONS I-V,
inclusive,

Defendants.

REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO STRIKE
DEFENDANTS' REQUEST FOR TRIAL DE NOVO

COMES NOW, Plaintiff EDEL RAMIREZ-NAVARETTE, by and through his attorneys of
record, KIMBALL JONES, ESQ. and ROBERT N. EATON, ESQ., with the Law Offices of **BIGHORN**
LAW, and hereby submits Plaintiff's Reply in Support of his Motion to Strike Defendants Holga Flores-
Reyes and Anthony Verdon's Request for Trial De Novo.

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This Reply is supported by the papers and pleadings on file herein, the accompanying Memorandum of Points and Authorities and any Oral Argument that the Court may entertain at the hearing of said motion.

DATED this 24th day of November, 2020.

BIGHORN LAW

/s/ Robert N. Eaton

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A. Summary of Undisputed Facts

In Defendant's opposition to Plaintiff's Motion to Strike Request for Trial De Novo, Defendant failed to refute or challenge the following assertions in Plaintiff's motion, which should now be deemed undisputed:

- Defendants failed to appear at arbitration and thus Liability was admitted;
- Plaintiff provided medical experts to establish causation and damages, Defendant failed to offer a medical expert to challenge causation. Thus, causation was admitted. *See Didier v. Sotolongo* 441 P.3d 1091, 2019 Nev. Unpub. LEXIS 618 (Nevada Supreme Court affirmed state district court order granting partial summary judgment on damages where Defendant failed to present evidence rebutting Plaintiff's medical expert's conclusions that Plaintiff's medical treatments were reasonable and necessary)

-Defendant failed to respond to Plaintiff's Requests for Admission, served on April 28, 2020, and have thus admitted the following:

- Flores-Reyes caused a collision with Plaintiff's vehicle;
- Flores-Reyes' operation of the vehicle she was driving was the proximate cause of the subject collision;
- Flores-Reyes' negligence was the proximate cause of Plaintiff's injuries and damages;
- Flores-Reyes attempted to flee from the Plaintiff after the subject collision;
- Plaintiff did not contribute to the collision; and
- Plaintiff's medical treatment was reasonable and necessary and that the costs of the medical care were customary and in keeping with the standards of the community.

-Defendants Holga Flores-Reyes and Anthony Verdon failed to participate in the Discovery process as they 1) never responded to discovery; 2) failed to appear for arbitration; 3) Defendant Anthony Verdon failed to provide any defense to claims of negligent entrustment; 4) Defendants failed to provide

1 a timely arbitration brief; and 5) Defendants' counsel failed to oppose Plaintiff's Motion for Fees, Costs,
2 and Interest on the Award, which should thus be deemed as Defendant's acceptance of the award.

3 **B. Defendant Holga Flores-Reyes and Anthony Verdon Failed to Participate in**
4 **Arbitration and Are Properly Denied Trial De Novo**

5 The insurer of Defendant Holga Flores-Reyes refused to reimburse Plaintiff Ramirez-Navarette's
6 property damage, despite admitting liability for the accident. In total, the Arbitrator has ordered
7 Defendants, including Holga Flores-Reyes and Anthony Verdon, to pay \$16,600.54 See September 15,
8 2020 Arbitration Award and October 5, 2020 Decision on Fee Request. Defendant Holga Flores-Reyes
9 and Anthony Verdon's failed to participate in this litigation and did not oppose the Arbitrator's Award of
10 fees and costs to Plaintiff. Plaintiff has filed this Motion to Strike because Defendant's failed to participate
11 throughout the course of litigation and arbitration.
12

13 Defendants Flores-Reyes and Verdon have failed to respond to interrogatories, failed to deny any
14 of the allegations against them, failed to appear at the arbitration hearing, and failed to produce an
15 arbitration brief until after the arbitration was scheduled to begin. Defense counsel has not disputed
16 liability and did not present an expert to dispute causation. If Defendants did not dispute liability or
17 causation during the arbitration, Defendants have failed to provide foundation to oppose an award and are
18 properly denied an opportunity to challenge the decision of the arbitrator.
19

20 Pursuant to Nevada Arbitration Rule (N.A.R.) 22, Defendant Holga Flores-Reyes and Anthony
21 Verdon have waived their right to request a trial de novo due to their failure to participate in good faith
22 in the discovery process and at the Arbitration Hearing. Accordingly, the Court should deny Defendant
23 Holga Flores-Reyes and Anthony Verdon's Request for Trial de Novo. The purpose of Nevada's Court
24 Annexed Arbitration Program "is to provide a simplified procedure for obtaining a prompt and equitable
25 resolution of certain civil matters." N.A.R. 2(A) (emphasis added). When participating in the arbitration,
26 each party must participate in good faith. Nevada Arbitration Rule 22 reads:
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1 (A) The failure of a party or an attorney to either prosecute or defend a case in
2 good faith during the arbitration proceedings shall constitute a waiver of the right
to a trial de novo.

3 (B) If, during the proceedings in the trial de novo, the district court determines
4 that a party or attorney engaged in conduct designed to obstruct, delay or otherwise
adversely affect the arbitration proceedings, it may impose, in its discretion, any
5 sanction authorized by N.R.C.P. 11 or N.R.C.P. 37.

6 For purposes of requesting a trial de novo, the Nevada Supreme Court has defined “good faith” as
7 “meaningful participation” in the arbitration proceedings. *Casino Properties, Inc. v. Andrews*, 112 Nev.
8 132, 135, 911 P.2d 1181, 1182-83 (1996) (citing *Gilling v. Eastern Airlines, Inc.*, 680 F. Supp. 169
9 (D.N.J.1988)) (emphasis added). The Nevada Supreme Court determined that if the parties did not
10 participate in a meaningful manner, the purpose of mandatory arbitration would be compromised. *Id.*

11 In *Casino Properties*, as is also the case here, the appellant delivered their pre-arbitration
12 statement late. In *Casino Properties*, as is also the case here, the appellant failed to produce key witnesses
13 at the arbitration and failed to provide requested discovery information. When the arbitrator found for
14 the respondent *Casino Properties*, the appellant filed a request for trial de novo, which the district court
15 denied, and the appellant filed an appeal. The Nevada Supreme Court held that “appellant impeded the
16 arbitration proceedings” by their own actions. *Id.* Due to this, the Nevada Supreme Court concluded that
17 the appellant did not defend the arbitration proceedings in good faith and the district court’s refusal to
18 grant a trial de novo was proper. Given the strong factual similarity between this case and *Casino*
19 *Properties*, the Court has all the foundation necessary to grant Plaintiff’s request for denial.

22 Similar to the facts of *Casino Properties*, here, Defendants Holga Flores-Reyes and Anthony
23 Verdon did not provide the information requested by Plaintiff (i.e., response to Discovery, including
24 Admissions, Request for Production, and Interrogatories); filed their arbitration brief an hour after the
25 arbitration was set to begin; Defendants’ failed to appear at the arbitration hearing, and did not object to
26 Plaintiff’s Motion for Fees, Costs, and Interest on the award. In the simplest of terms, Defendants Holga
27 Flores-Reyes and Anthony Verdon failed to participate or to defend this suit or exercise any diligence in
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1 defense of themselves. They shall thus be deemed to have forfeited their right to appeal.

2 In *Casino Properties* as well as the case at bar, Defendants Holga Flores-Reyes and Anthony
3 Verdon failed to attend the Arbitration hearing. Defendant's counsel continues to focus their request to
4 continue to challenge the arbitration award on the basis that the accident could not possibly have caused
5 Plaintiff Ramirez-Navarrete's claimed injuries. This argument is not consistent with Defendant's
6 admission that Plaintiff's treatment was necessary (see *Exhibit "2,"* Responses No. 10) and having further
7 admitted Plaintiff's medical bills were reasonable (*Id.*, Responses No. 10). Defendants are precluded from
8 denying these admissions at any subsequent hearing. Defendants failed to retain an expert regarding
9 Plaintiff's medical treatment prior to arbitration and are thus precluded from obtaining any expert prior
10 to any subsequent hearing. Defendants lack of responses to interrogatories and admissions were more
11 egregious that the Defendants' conduct in *Casino Properties*, and therefore, Defendants failure to
12 participate means their request for trial de novo should be Denied. See *Casino Properties, Inc.*, 112 Nev.
13 132, 911 P.2d 1181, (1996); see also, *Izazaga v. Casaclang*, No. 72651, 2018 WL 1448242, at *2 (Nev.
14 App. Mar. 22, 2018) (Unpublished Nevada Appellate Court Decision).

15
16 N.A.R. 22(A) mandates that when a party fails to arbitrate in good faith, any request for a trial de
17 novo by that party shall—not may—be waived. The usage of the ward “shall” infers that parties who do
18 not participate in good faith cannot have their actions rewarded with the chance to set things right through
19 a trial de novo. Defendants herein failed at every possible opportunity to provide information to defend
20 this case. Defendants abject failure to respond or attend during the arbitration process is exactly the type
21 the legislature envisioned when crafting N.A.R. 22(A). As such, Defendants Holga Flores-Reyes' and
22 Anthony Verdon's request for a new trial must be denied, and the arbitration award against him enforced
23 and reduced to judgment.

24
25 Overall, Defendants Holga Flores-Reyes and Anthony Verdon took no meaningful actions and
26 compromised the purpose of the arbitration program, a speedy and less costly means of litigation for
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1 claims valued at less than \$50,000. Therefore, Plaintiff's requests that Defendants Holga Flores-Reyes'
2 and Anthony Verdon's request for trial de novo be Stricken pursuant to N.A.R. 18 and N.A.R. 22 due to
3 their lack of defense and failure to participate in good faith. Plaintiff further requests that the Court enter
4 a final judgment against Defendants Holga Flores-Reyes and Anthony Verdon in the amount of \$13,500
5 for damages to Edel Ramirez-Navarette, the total amount as ordered by the Arbitrator. (See Exhibit "3").
6 Additionally, Plaintiff's request that this Court also grant Plaintiff's request for attorney fees in the amount
7 of \$1,000.00, an award all of Plaintiff's costs in the amount of \$1,141.35, and award all Plaintiff's pre-
8 judgment interest at the statutorily prescribe rate of 6.75% from the date of service of the summons upon
9 Defendants Holga Flores-Reyes and Anthony Verdon –August 19, 2019, through the date of judgment
10 against them. (See Exhibit "7," Plaintiff's Motion for Attorney Fees, Costs and Interest).
11
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13 III.

14 CONCLUSION

15 Based upon the foregoing, Plaintiff respectfully request this Honorable Court issue and Order the
16 Striking of Defendants Holga Flores-Reyes' and Anthony Verdon's Request for Trial De Novo, and
17 reduce the arbitration award to judgment.
18

19 DATED this 24 day of November, 2020.

20 **BIGHORN LAW**

21 /s/ Robert N. Eaton

22 **KIMBALL JONES, ESQ.**

23 Nevada Bar No.: 12982

24 **ROBERT N. EATON, ESQ.**

25 Nevada Bar No.: 9547

26 2225 E. Flamingo Rd.

27 Building 2, Suite 300

28 Las Vegas, Nevada 89119

Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

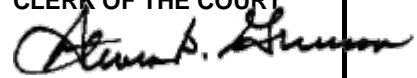
2 Pursuant to N.R.C.P. 5, N.E.F.C.R. 9 and E.D.C.R. 8.05, I hereby certify that I am an employee
3 of **BIGHORN LAW**, and on the 24th day of November, 2020, I served the foregoing **REPLY IN**
4 **SUPPORT OF PLAINTIFF'S MOTION TO STRIKE DEFENDANTS' REQUEST FOR TRIAL DE**
5 **NOVO** as follows:
6

- 7 ☒ Electronic Service – By serving a copy thereof through the Court's electronic service
8 system, and/or
9 ☐ U.S. Mail – By depositing a true copy thereof in the U.S. mail, first class postage prepaid
and addressed as listed below:

10 Patrice Johnson, Esq.
11 STORM Legal Group
3057 East Warm Springs Road, Suite 400
12 Las Vegas, Nevada 89120
13 *Attorney for Defendants*

14 LYN MacNabb, ESQ.
7432 W. Sahara Avenue, Suite. 101
15 Las Vegas, Nevada 89117
16 *Arbitrator*

17 /s/ Debora Ponce
18 An employee/agent of **BIGHORN LAW**
19
20
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TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

EDEL RAMIREZ-NAVARRETE,)
)
Plaintiff,)
)
vs.)
)
HOLGA FLORES-REYES,)
)
)
Defendant.)
)
AND RELATED PARTIES)

CASE NO. A-19-800500-C
DEPT NO. XXVII

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

THURSDAY, DECEMBER 3, 2020

**PLAINTIFF'S MOTION TO STRIKE DEFENDANT
REQUEST FOR TRIAL DE NOVO**

APPEARANCES (ALL APPEARANCES VIA BLUEJEANS) :

FOR THE PLAINTIFF: ROBERT EATON, ESQ.

FOR FLORES-REYES: PATRICE STEPHENSON-JOHNSON, ESQ.

RECORDED BY: BRYNN WHITE, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

1 **LAS VEGAS, CLARK COUNTY, NEVADA, DECEMBER 3, 2020, 9:43 A.M.**

2 * * * * *

3 THE COURT: Ramirez-Navarrete versus Flores-Reyes.

4 Can I have appearances, please.

5 MR. EATON: Robert Eaton on behalf of the plaintiff,
6 Edel Ramirez Navarrete.

7 THE COURT: Thank you.

8 And for the defendant, please.

9 (No audible response.)

10 THE COURT: Is there anyone appearing for the
11 defendant on page 6, Flores-Reyes?

12 (No audible response.)

13 THE COURT: All right. Mr. Eaton, let me pass this
14 for --

15 THE COURT RECORDER: Your Honor, we did have a
16 check-in. So if you want to --

17 THE COURT: -- checked in; is that correct?

18 THE COURT RECORDER: Yes.

19 THE COURT: Brynn?

20 THE COURT RECORDER: Yes.

21 MS. JOHNSON: Yes. Yes, I have checked in. I'm
22 sorry. I'm on another -- I was in another hearing at the same
23 time. I'm sorry. I'm here.

24 THE COURT: That's okay. And may I have your
25 appearance, please.

1 MS. JOHNSON: Patrice S. Johnson on behalf of Key
2 Insurance.

3 THE COURT: And that would be Flores-Reyes? Because
4 Key Insurance is a different case this morning. That's on
5 page 9. We're on page 6, Ramirez-Navarrete --

6 MS. JOHNSON: Oh, I apologize.

7 THE COURT: -- versus Holga Flores-Reyes.

8 MS. JOHNSON: I apologize.

9 THE COURT: No problem.

10 So, Mr. Eaton, let's pass that just a moment, and
11 will you reach out to your opposing counsel, please.

12 MR. EATON: This is my opposing counsel, Your Honor.
13 I believe Patrice --

14 THE COURT: Pardon me?

15 MR. EATON: Yeah. Patrice Johnson, I believe,
16 represents Flores-Reyes. Key Insurance is the defendant's
17 insurance company in this matter, and --

18 THE COURT: Okay. I --

19 MR. EATON: -- there was limited --

20 MS. JOHNSON: I'm sorry. I'm here for two cases.
21 This is Flores-Reyes. This is the motion for partial summary
22 judgment. Is that correct?

23 THE COURT: No. It's a motion --

24 MS. JOHNSON: No, it's a motion to strike.

25 THE COURT: It's a motion to strike a trial de novo.

1 MS. JOHNSON: Okay.

2 THE COURT: Although there was some mixup in the
3 pleadings where it looks like the paragraphs from another
4 summary judgment motion were in your opposition.

5 MS. JOHNSON: I think -- I think so, Your Honor.
6 Okay. I apologize. I believe that I thought that he was
7 asking for something else, but I do understand now. I'm on
8 track. This is the motion to strike de novo.

9 THE COURT: Okay. Good.

10 So we're on page 6, Ramirez-Navarrete versus
11 Flores-Reyes. It's the plaintiff's motion to strike the
12 defendant's request for trial de novo.

13 Mr. Eaton.

14 MR. EATON: Thank you, Your Honor. The defendant has
15 not meaningfully participated in this case. They were served
16 with discovery on April the 28th, and the arbitration date was
17 set back on at least two occasions.

18 Now, initially the reason for the postponement was
19 because of the hold on discovery that was placed by the Eighth
20 District -- Judicial District based on the COVID. It had a
21 (video interference) service process and discovery.

22 But essentially the discovery was served
23 April 28th. They weren't required to respond to it until
24 July 30th. So the defendant had 93 days to respond to
25 discovery, and they failed. They did not. And we had an

1 unusually long discovery period for an arbitration; yet they
2 failed to produce an expert to challenge my client's medical
3 damages, which were attested to by a medical expert.

4 So and then when they -- the arbitration was
5 postponed because we had not been able to contact defense
6 counsel, and so we postponed it, I believe, two weeks, but we
7 were kind of up against a -- you know, we had to get the
8 arbitration finished within nine months. So we set it up. And
9 I know that the arbitrator went to extreme lengths to contact
10 defense counsel, and she was successful in doing so.

11 Now, the arbitration was set, and it was set to begin
12 at noon. And I think that that may have happened because they
13 wanted -- I think it was believed that there wasn't going to be
14 any appearance at all.

15 And there, in fact, had no -- there had been no
16 defense brief filed prior to the arbitration. And so I think
17 that the defense counsel had reached out to the arbitrator.
18 And after the scheduled time for the arbitration to begin,
19 there was a brief that was published. I really didn't have
20 much of an opportunity to review the arguments.

21 But basically my client was in my office beginning at
22 10:00 o'clock, and he was there until, I believe, about 2:00.
23 It might have been 3:00. But no one appeared for the
24 defendants other than their counsel.

25 And if you -- I did include a copy of a recorded

1 statement that was provided to the -- by the defendant to her
2 insurance company so that you could see that even in their own
3 recorded statement she admitted liability.

4 And so here's the problem, Your Honor. My client had
5 property damage to a BMW, a custom BMW, that is kind of his
6 baby. We have an unchallenged allegation by my client that the
7 defendant fled (sic) the scene of an injury accident. And
8 essentially what she did was she was employed at the Planet
9 Hollywood casino, or I don't know if she was employed at Planet
10 Hollywood or at the kind of adjoining facility, which I believe
11 is Paris.

12 But she had an employee badge, and she left the scene
13 of the accident, and she used her employee badge to enter the
14 employee parking garage. And it was just because my client was
15 also an employee at the same facility he had the same
16 employment badge, and he was able to follow her into the
17 facility. And she refused to --

18 THE COURT: I've read your papers. I've read your
19 papers.

20 MR. EATON: So basically --

21 THE COURT: Security came. The police came.

22 MR. EATON: Yeah, well, the police did not appear,
23 but security from -- I don't know if it was Planet Hollywood or
24 the Paris, but the security from the casino did come to the
25 scene. They were the ones that required the defendant to

1 provide my client her insurance information. I don't
2 believe -- well, we did obtain some photographs, and I'm not
3 sure if they were at the scene or if they were taken at a later
4 date.

5 But there really isn't -- I mean, there isn't (video
6 interference) dispute here, and the defense has not only
7 attempted to request a de novo. You know, this is after they
8 failed to respond to requests for admissions, and so they've
9 admitted all the essential elements for us to prove our case.
10 But when they requested exemption, they also requested the
11 opportunity to remove this from the short-trial program.

12 And, quite honestly, Your Honor, if you grant the
13 requested relief, you're going to be doing the defense a favor.
14 Because if this motion for request for trial de novo is not
15 struck, then I'm going to amend my complaint. I'm going to
16 allege punitive damages and whatever policy limit he may have
17 had in place initially is going to be gone. And we're going to
18 be going for triple damages, which at this point would be about
19 \$64,000. We're going from eighteen to thirty-six to -- excuse
20 me, fifty-four, \$54,000 just for the damages. And then we have
21 attorney's fees on top of that which are no longer limited to
22 \$3,000.

23 So, you know, this really is quite similar to the
24 holding by the Nevada Supreme Court on what constitutes a
25 failure to participate in good faith in arbitration, which

1 provides the District Court a means to strike a request for
2 trial de novo.

3 And thank you, Your Honor, for this opportunity to
4 present.

5 THE COURT: Thank you.

6 And the opposition, please.

7 MS. JOHNSON: Yes, Your Honor. I believe that the
8 guiding light here is to -- well, first of all, let me explain
9 the consequences of what happened in our office, as we
10 discussed with the arbitrator at the beginning of the
11 arbitration, as there was a scheduling mishap, that our office
12 had been infected with COVID at least twice during the time
13 period that we were to begin to respond to the discovery
14 requests.

15 And we did try to reach out to opposing counsel to
16 let him know that we had, you know, skeletal staff. There were
17 literally about six of us and no attorneys available to cover
18 for each other to, in fact, get that done. And that was
19 explained at the arbitration to the arbitrator as far as her
20 attempting to contact myself and my assistant, who also was
21 infected with COVID and was out of the office. So our office
22 was closed down not once but twice, and we explained that.

23 Then we went forward with the arbitration. He got
24 the arbitration brief. We did not (indiscernible) liability,
25 and I think the *Campbell versus Maestro* (2000) Supreme Court

1 case should be what is the guiding light here as far as what is
2 participating in good faith. We never -- within that case, the
3 insurance companies stalled on even property damages for one
4 and a half years. We didn't do that. They denied liability
5 for one and a half years --

6 MR. EATON: That's absolutely false. That is
7 absolutely false.

8 THE COURT: Whoa. Mr. Eaton.

9 MR. EATON: They have never paid property --

10 THE COURT: Mr. Eaton. Mr. Eaton. You will not
11 interrupt. Thank you. I'll give you a chance to respond.

12 Go ahead, Ms. Johnson.

13 MS. JOHNSON: The plaintiff's complaint was
14 September 30th of 2000 -- of '19. So there was -- it's
15 impossible for this to have been a year and a half.

16 Moving on, we started the 16.1 disclosures. We
17 served them written disclosures. We attempted to depose the
18 plaintiff. So the fact that they're stating that we didn't do
19 some sort of diligent effort, there is a notice that was --
20 that the plaintiff was supposed to have been deposed on
21 April 14th, but for some reason that was vacated.

22 So, I mean, we went forward, and we did as much as we
23 could under the unforeseen; and, as I spoke to opposing
24 counsel, this was unforeseen. Our office was completely closed
25 down. Everybody was gone. We had no access to our computers

1 if we could even get out of our beds to do it.

2 And he hasn't really -- and, again, we did not
3 contest the liability. NAR 15 does not require the presence of
4 the defendant. So I'm not sure where he's going with that. It
5 does not require the defendant to -- it does not require the
6 presence. The arbitrary hearing can go on, which is why it
7 did.

8 He says he -- he couldn't read and, I guess, evaluate
9 our brief. The brief was fairly simple. This wasn't a complex
10 case. It was only a couple of pages. So I don't believe that
11 there was any prejudice to the plaintiff here. There was -- I
12 think it should be taken into consideration (video
13 interference) circumstances that happened in our office, and I
14 think *Campbell* and *Maestro* should be taken into consideration
15 where he's saying that, you know, we stalled when our office
16 got the case, which is even before I got here, was
17 September 30th. So I'm not sure why -- how he can hold us
18 responsible, our office, Storm Legal, for that at that point.

19 And he's -- you know, he's stating they should be
20 there. Well, it's not our burden to disprove the proximate
21 cause, and there still remains a credibility issue. There
22 still remains the right to trial. We are diligently looking
23 for these people. These accidents happened, you know, years
24 ago, and they move, and we are trying as hard we can, Your
25 Honor. I'm just saying it's hard to do due diligence with this

1 case where we didn't just say we're not going to participate.

2 THE COURT: Ms. Johnson.

3 MS. JOHNSON: Yes.

4 THE COURT: Ms. Johnson, did you just tell me that
5 you have not been in contact with the insured?

6 MS. JOHNSON: We have not, no.

7 THE COURT: Okay. How could you file an answer on
8 their behalf if they're your client?

9 MS. JOHNSON: Well, I -- I only got here late
10 February. So as far as when I got the case, we couldn't get in
11 contact with them, but I'm not sure what happened beforehand
12 when they did file the answer because we had a completely
13 different set of attorneys and a completely different
14 attorney's office handling it at that point it was Joe Purdy
15 and Mark Anderson handling the cases, and then it switched to
16 Storm Legal at some time in early February. And I got here in
17 late February.

18 So I can't attest to whether they got in contact with
19 them or not in order to file the answer. But when I got here,
20 we tried to contact them with the contact information that we
21 had, and they did not respond. So that's when we reached out
22 to June to get them to do the (video interference) and do their
23 due diligence and try to locate them.

24 THE COURT: Thank you. Did you have anything
25 further? I kind of interrupted your argument.

1 MS. JOHNSON: No, Your Honor. That's all.

2 THE COURT: Thank you.

3 And the reply, please.

4 MR. EATON: Yes, please, Your Honor. There's a
5 couple of things that were asserted by defense counsel which
6 are not true, not correct.

7 One of the things that she indicated was that there
8 had been a payment made to my client regarding these property
9 damage, and that is absolutely false. That is an element of
10 the damages that were awarded by the arbitrator. And if you
11 read the arbitration award, you can specifically see the amount
12 that was awarded.

13 The second thing she alleged is that there were no
14 attorneys available at the end of August and beginning of
15 September for the Erich Storm Legal Group, and that is also
16 patently false. Two weeks prior to the scheduled date of this
17 arbitration hearing, I had another matter involving Storm Legal
18 group, and my client was deposed. The other case I'm talking
19 about is Benjamin Gifford (phonetic). If you like, Your Honor,
20 I could get you the case number, but Travis Akin, who is a
21 member of Storm Legal Group, took the deposition of my client
22 Benjamin Gifford. I believe it was on August the 26th of this
23 year.

24 And I spoke to him about that case and this case as
25 well. And that's when he indicated that Ms. Johnson was the

1 attorney, and I was able at that point to get her e-mail
2 address. And at that point I provided that information to the
3 arbitrator, and that's how the arbitrator reached her.

4 But the -- and then, finally, the other misstatement
5 is that they had filed a notice to depose my client. That
6 never happened. There was never a notice of deposition filed
7 in this case, and that you can confirm essentially just looking
8 in the pleadings.

9 But, you know, they have not participated in this
10 case in any way, shape, or form.

11 And with that I am done.

12 THE COURT: Thank you.

13 This is the --

14 MS. JOHNSON: Can I respond? Can I respond to that?
15 I never --

16 THE COURT: You may, but please -- please be brief.

17 MS. JOHNSON: Okay. First off, I never said that we
18 paid the property damages. I said we never stalled, and those
19 are two different terms. But I'll move on.

20 As far as him speaking with Travis two weeks prior,
21 okay, Travis was also infected. So that doesn't make any sense
22 as to what he's speaking about. Because, I mean, if we can --
23 I mean, and Travis is no longer with us, but I can bring him in
24 or get an affidavit from him as to when he was infected. But
25 at the time that this was going on, he was stating to our

1 office that he was not able to cover for my cases.

2 And the third thing that he said, that there was no
3 notice of deposition taken, it was electronically served on
4 January 20th, 2020, by Anderson Storm, by Mark Anderson. And
5 it was scheduled for April 14th, 2020, at 2:00 p.m., and that
6 can also be submitted.

7 That's all I have.

8 THE COURT: Thank you.

9 Mr. Eaton, it's your motion. You get the last word.
10 And if you have more to say, please be brief.

11 MR. EATON: No, Your Honor. I think I can rest on
12 what's been said so far.

13 THE COURT: Thank you.

14 This is the plaintiff's motion to strike the
15 defendant's request for trial de novo after an arbitration.
16 The motion will be granted for the following reasons:

17 The defendant failed to participate efficiently or in
18 good faith in this case. There was not meaningful
19 participation. And even given the circumstances, there was no
20 motion for relief. The defendant failed to respond to
21 discovery; now admits that it lost contact with its clients but
22 still appeared at the arbitration. The fact that liability is
23 admitted doesn't excuse the requirement to participate in
24 discovery;

25 The arbitration brief was late and disadvantaged the

1 plaintiff; and

2 Even given the circumstances with regard to the
3 illness in the office, which I am very empathetic, the level of
4 participation just did not meet what is required under the
5 rules and the case law.

6 So Mr. Eaton to prepare the order.

7 Ms. Johnson, do you wish to approve the form of that
8 order?

9 MS. JOHNSON: Please.

10 THE COURT: Okay. So present an order that's agreed
11 as to form. I will not accept competing orders.

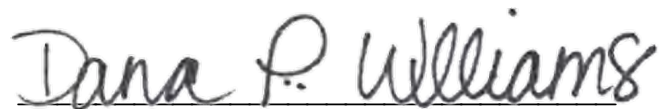
12 MR. EATON: Thank you, Your Honor.

13 THE COURT: Thank you both. Stay safe and healthy.

14 (Proceedings concluded at 10:03 a.m.)

15 -oOo-

16 ATTEST: I do hereby certify that I have truly and correctly
17 transcribed the audio/video proceedings in the above-entitled
18 case.

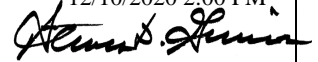
19 
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21 Dana L. Williams
22 Transcriber
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<div>MR. EATON: [12] 2/5 3/12 3/15 3/19 4/14 6/20 6/22 9/6 9/9 12/4 14/11 15/12</div> <div>MS. JOHNSON: [17]</div> <div>THE COURT</div> <div>RECORDER: [3] 2/15 2/18 2/20</div> <div>THE COURT: [32]</div> <div>\$</div> <div>\$3,000 [1] 7/22</div> <div>\$54,000 [1] 7/20</div> <div>\$64,000 [1] 7/19</div> <div>'</div> <div>'19 [1] 9/14</div> <div>-</div> <div>-oOo [1] 15/15</div> <div>1</div> <div>10:00 o'clock [1] 5/22</div> <div>10:03 a.m [1] 15/14</div> <div>14th [2] 9/21 14/5</div> <div>15 [1] 10/3</div> <div>16.1 [1] 9/16</div> <div>2</div> <div>2000 [2] 8/25 9/14</div> <div>2020 [4] 1/12 2/1 14/4 14/5</div> <div>20th [1] 14/4</div> <div>26th [1] 12/22</div> <div>28th [2] 4/16 4/23</div> <div>2:00 [1] 5/22</div> <div>2:00 p.m [1] 14/5</div> <div>3</div> <div>30th [3] 4/24 9/14 10/17</div> <div>3:00 [1] 5/23</div> <div>9</div> <div>93 [1] 4/24</div> <div>9:43 [1] 2/1</div> <div>A</div> <div>a.m [2] 2/1 15/14</div> <div>able [4] 5/5 6/16 13/1 14/1</div> <div>about [6] 5/22 7/18 8/17 12/19 12/24 13/22</div> <div>above [1] 15/17</div> <div>above-entitled [1] 15/17</div> 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			<p>V</p> <p>vacated [1] 9/21</p>	<p>Y</p> <p>Yeah [2] 3/15 6/22</p> <p>year [2] 9/15 12/23</p> <p>years [3] 9/4 9/5 10/23</p> <p>Yes [7] 2/18 2/20 2/21 2/21 8/7 11/3 12/4</p> <p>yet [1] 5/1</p> <p>you [40]</p> <p>you're [1] 7/13</p> <p>your [22]</p> <p>AA0144</p>


CLERK OF THE COURT

ORDR

ROBERT N. EATON, ESQ.

Nevada Bar No.: 9547

BIGHORN LAW

2225 E. Flamingo Rd.

Building 2, Suite 300

Las Vegas, Nevada 89119

Phone: (702) 333-1111

Email: Roberte@bighornlaw.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE, and individual,

Plaintiff,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVER I-V; DOE OWNERS I-V; ROE
EMPLOYER I-V; ROE CORPORATIONS I-V,
inclusive,

Defendants.

CASE NO.: A-19-800500-C

DEPT. NO.: XXVII

**ORDER GRANTING PLAINTIFF RAMIREZ NAVARETTE'S MOTION TO STRIKE
DEFENDANTS' REQUEST FOR TRIAL DE NOVO**

On December 3rd, 2020, the above captioned case came before this Court, the Honorable Nancy Allf presiding, regarding Plaintiff Edel Ramirez-Navarette's Motion to Strike Defendants' Request for Trial De Novo. The Court, having reviewed the Pleadings submitted by the parties, and upon hearing and considering the arguments from Plaintiff's Counsel Robert N. Eaton and Defendant's counsel Patrice Johnson, the Court orders as follows:

ORDER

THE COURT FINDS That defendants HOLGA FLORES-REYES and ANTHONY VERDON failed to meaningfully participate in good faith during the arbitration proceedings pursuant to NAR 22(a).

1 **THE COURT FURTHER FINDS** Defendants did not meaningfully participate in the arbitration
2 process for the following reasons:

3 1) Defendants did not respond to Plaintiff's Discovery despite having 93 days to do so.
4 Defendants thus admitted that Flores-Reyes was the insured driver of her car that rear-ended Plaintiff's
5 vehicle; that Defendant's negligence caused the accident; that the accident was the proximate cause of
6 Plaintiff's injuries; that the collision caused property damage to Plaintiff's vehicle; that Defendant Flores-
7 Reyes attempted to flee from the accident scene; and that Plaintiff's medical expenses were related to the
8 accident, as well as reasonable and customary for our area.

9
10 2) Defendant Holga Flores-Reyes failed to respond to Plaintiff's Interrogatories.

11 4) Defense counsel had not had any communication with either Defendant prior to filing an
12 Answer to the Complaint, or during the entire arbitration process.

13
14 5) Defendants did not attend the arbitration hearing.

15 6) Defense counsel did not dispute liability or damages in addition to the lack of meaningful
16 participation by Defendants.

17 10) Defendants failed to oppose Plaintiff's Application for Fees and Costs.

18 Based upon the findings of the Court, the Court ORDERS that Plaintiff's Motion to Strike
19 Request for Trial De Novo is GRANTED, and that the ADR Commissioner is instructed to issue Notice
20

21 ///

22 ///

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25 ///

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27 ///

28 ///

1 that the JUDGEMENT on the ARBITRATION AWARD with fees and costs as awarded on October 5,
2 2020 can now be entered.

3 **IT IS SO ORDERED** this 10 day of December, 2020.

4
5 Dated this 10th day of December, 2020

6 Nancy L Alf
DISTRICT COURT JUDGE

NB

7 *Reviewed by:*

8 *Storm Legal Group*

9 */s/ Patrice Johnson*

10 *Patrice Johnson, Esq.*

11 *Nevada Bar NO. 12283*

3057 East Warm Springs Road, Suite 400

Las Vegas, Nevada 89120

Attorney for Defendants

pjohnson@keyinsco.com

E6A 3D2 B16E E2BF
Nancy Alf
District Court Judge

12 Respectfully submitted this 9th day of December, 2020.

13 **BIGHORN LAW**

14 By: /s/ Robert N. Eaton

15 **ROBERT N. EATON, ESQ.**

16 Nevada Bar No.: 9547

2225 E. Flamingo Rd.;

Building 2, Suite 300

Las Vegas, Nevada 89119

Attorneys for Plaintiff

27 Order Granting Plaintiff Ramirez Navarette's Motion to Strike Defendants Request for Trial De Novo
28 District Court Case No. A-19-800500-C; Dept. XXII



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Order Striking De Novo in Edel Ramirez-Navarrete vs. Holga Flores-Reyes -- A-19-800500-C Inbox x

Robert Eaton

Dear Patrice and Ms. Gittings: I had forwarded a proposed order your

Patrice Johnson

to Ashley, me

Hi Robert,

You may add my electronic signature. Also, (10) is after (6), you

Thanks,

Patrice S. Johnson, Esq.

Storm Legal Group

3057 East Warm Springs Road, Suite 400

Las Vegas, NV 89120

702-265-0976

Robert Eaton <roberte@bighornlaw.com>

to Debora, Patrice

Dear Patrice:

THank you for catching that. I will fix the numbering, add your signature,

Sincerely,

Robert Eaton, Esq.

Spring Mountain Office

4089 Spring Mountain Road

Las Vegas, Nevada 89102

(702) 333-1111 Ext. 644

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Edel Ramirez-Navarrete,
7 Plaintiff(s)

CASE NO: A-19-800500-C

8 vs.

DEPT. NO. Department 27

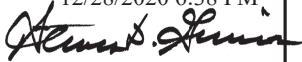
9 Holga Flores-Reyes,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 12/10/2020

16 Katie Ader	katie@bighornlaw.com
17 Jacqueline R. Esq.	jacqueline@bighornlaw.com
18 Lyn MacNabb	lynmacnabb@yahoo.com
19 Robert Eaton	roberte@bighornlaw.com
20 Patrice Johnson	PJohnson@keyinsco.com
21 Ashley Gittings	agittings@keyinsco.com
22 Debora Ponce	debora@bighornlaw.com


CLERK OF THE COURT

JUDG

KIMBALL JONES, ESQ.

Nevada Bar No.: 12982

ROBERT N. EATON, ESQ.

Nevada Bar No.: 9547

BIGHORN LAW

2225 E. Flamingo Rd.

Building 2, Suite 300

Las Vegas, Nevada 89119

Phone: (702) 333-1111

Email: Roberte@bighornlaw.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE, and individual,

Plaintiff,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVER I-V; DOE OWNERS I-V; ROE
EMPLOYER I-V; ROE CORPORATIONS I-V,
inclusive,

Defendants.

CASE NO.: A-19-800500-C

DEPT. NO.: XXVII

JUDGMENT ON ARBITRATION AWARD

This action came on for Arbitration hearing on September 10, 2020, before Arbitrator Lyn MacNabb, 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, and Defendants Request for Trial de Novo having been denied, the Court hereby enters Judgment on the Arbitration Award and Ruling on Application for Fees, Costs and Interest, as follows:

///

///

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff, EDEL RAMIREZ-NAVARETTE, recover from the Defendants, HOLGA FLORES-REYES and ANTHONY VERDON, jointly and severally, the sum of \$16,600.54, together with interest accruing at the legal rate until fully paid.

DATED this 28 day of December, 2020.

Dated this 28th day of December, 2020

Nancy L Alf
DISTRICT JUDGE

Respectfully submitted by:

BIGHORN LAW

/s/ Robert N. Eaton, Esq.
ROBERT N. EATON, ESQ.
Nevada Bar No.: 9547
2225 E. Flamingo Rd.
Building 2, Suite 300
Las Vegas, Nevada 89119
Attorneys for Plaintiff

EDB 914 6B31 0E2F
Nancy Alf
District Court Judge

NB



ARBA

Lyn MacNabb

Nevada Bar No. 4323

7432 W. Sahara Avenue, Ste. 101

Las Vegas, Nevada 89117

(702) 636-0111

Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE,
an individual,

Plaintiff,

v.

HOLGA FLORES-REYES, an individual,
ANTHONY VERDON an
individual, DOES DRIVERS I-V, DOE
OWNERT I-V; ROE EMPLOYERS I-V;
and ROE CORPORATIONS I-V, inclusive,

Defendants.

Case No: A-19-800500-C

Dept No: XXVII

ARBITRATION AWARD

TO: ROBERT EATON, Esq., attorney for Plaintiff; and

TO: PATRICE JOHNSON, Esq., attorney for Defendants.


The Arbitration hearing was held held on September 10, 2020. Present at the hearing were the above identified attorneys and the parties in this action. Having considered the testimony at the hearing, the briefs, pleadings and papers on file herein, I find in favor of the Plaintiff and against the Defendants Holga Flores-Reyes and Anthony Verdon and award total past damages in the amount of thirteen thousand five hundred dollars (\$13,500.00).

NOTICE

Pursuant to Nevada Arbitration Rule 18A, you are hereby notified that you have thirty days from the date you are served with the Award within which to file a request for trial de novo with the Clerk of the Court and to serve the Commissioner and the other parties.

Dated this 15th day of September, 2020.

LAW OFFICES OF LYN MACNABB


LYN MACNABB, ESQUIRE
Nevada Bar Number 4323
7432 Sahara Avenue, Ste. 101
Las Vegas, Nevada 89117
Arbitrator

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of June, 2020, I electronically served a true and correct copy of the foregoing **ARBITRATION AWARD** to the attorneys addressed to the following:

JACOB LEAVITT, ESQ.
716 S. Jones Blvd.
Las Vegas, NV 89107
Attorney for Plaintiff

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant


An employee of Lyn MacNabb



1 **ABFCI**
2 Lyn MacNabb
3 Nevada Bar No. 4323
4 7432 W. Sahara Avenue, Ste. 101
5 Las Vegas, Nevada 89117
6 (702) 636-0111
7 Arbitrator

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 EDEL RAMIREZ-NAVARETTE,
11 an individual,

12 Plaintiff,

13 v.

14 HOLGA FLORES-REYES, an individual,
15 ANTHONY VERDON an
16 individual, DOES DRIVERS I-V, DOE
17 OWNERT I-V; ROE EMPLOYERS I-V;
18 and ROE CORPORATIONS I-V, inclusive,

19 Defendants.

Case No: A-19-800500-C
Dept No: XXVII

RULING ON APPLICATION
FOR FEES, COSTS AND INTEREST

20 TO: ROBERT EATON, Esq., attorney for Plaintiff; and

21 TO: PATRICE JOHNSON, Esq., attorney for Defendants.


22 Plaintiff prevailed at the arbitration and timely applied for fees, costs and interest.
23 Having considered the application, and having received no opposition thereto, Plaintiff is
24 awarded costs in the reduced amount of one thousand one hundred forty-one dollars and
25 thirty-five cents (\$1,141.35) and interest in the amount of nine hundred fifty-six and
26 nineteen cents (\$959.19). Regrading the application for attorney's fees, the undersigned
27 finds that the analysis under Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 455 P.2d 31
28 (1969) was satisfied. The factors addressed by that case, prerequisite to an award of

1 attorney's fees, were set forth in the moving points and authorities with specificity.

2 Attorney's fees are thus awarded in the amount of one thousand dollars (\$1,000.00).

3 Dated this 2nd day of October, 2020.

4 LAW OFFICES OF LYN MACNABB

5
6 
7 LYN MACNABB, ESQUIRE
8 Nevada Bar Number 4323
9 7432 Sahara Avenue, Ste. 101
10 Las Vegas, Nevada 89117
11 *Arbitrator*

12 **CERTIFICATE OF SERVICE**

13 I HEREBY CERTIFY that on the 2nd day of October, 2020, I electronically served

14 a true and correct copy of the foregoing ***AWARD OF COSTS, INTEREST AND***

15 ***ATTORNEY'S FEES*** to the attorneys addressed to the following:

16 ROBERT EATON, ESQ.
17 716 S. Jones Blvd.
18 Las Vegas, NV 89107
19 *Attorney for Plaintiff*

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant

20 
21 An employee of Lyn MacNabb
22
23
24
25
26
27
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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Edel Ramirez-Navarrete,
Plaintiff(s)

CASE NO: A-19-800500-C

7 vs.

DEPT. NO. Department 27

8
9 Holga Flores-Reyes,
Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 12/28/2020

16 Katie Ader	katie@bighornlaw.com
17 Jacqueline R. Esq.	jacqueline@bighornlaw.com
18 Lyn MacNabb	lynmacnabb@yahoo.com
19 Robert Eaton	roberte@bighornlaw.com
20 Patrice Johnson	PJohnson@keyinsco.com
21 Ashley Gittings	agittings@keyinsco.com
22 Steven Haile	stevenh@bighornlaw.com

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Joseph Purdy

Joseph J. Purdy
3057 E. Warm Springs Rd, Suite 400
Las Vegas, NV, 89120

Lyn MacNabb

7984 Northumberland Rd.
Springfield, VA, 22153-2933

Alfonso S. Jimenez
CLERK OF THE COURT

OSCC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

EDEL RAMIREZ-NAVARRETE,
PLAINTIFF(S)
VS.
HOLGA FLORES-REYES,
DEFENDANT(S)

CASE NO.: A-19-800500-C

DEPARTMENT 27

CIVIL ORDER TO STATISTICALLY CLOSE CASE

Upon review of this matter and good cause appearing,
IT IS HEREBY ORDERED that the Clerk of the Court is hereby directed to
statistically close this case for the following reason:

DISPOSITIONS:

- ☐ Default Judgment
- ☒ Judgment on Arbitration
- ☐ Stipulated Judgment
- ☐ Summary Judgment
- ☐ Involuntary Dismissal
- ☐ Motion to Dismiss by Defendant(s)
- ☐ Stipulated Dismissal
- ☐ Voluntary Dismissal
- ☐ Transferred (before trial)
- ☐ Non-Jury – Disposed After Trial Starts
- ☐ Non-Jury – Judgment Reached
- ☐ Jury – Disposed After Trial Starts
- ☐ Jury – Verdict Reached
- ☐ Other Manner of Disposition

DATED this 28th day of December, 2020.

Dated this 28th day of December, 2020

Nancy L Allf

NANCY ALLF
DISTRICT COURT JUDGE
D6A 933 ICE4 6583
Nancy Allf
District Court Judge



Court Administration
Eighth Judicial District Court
REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA 89155
RETURN SERVICE REQUESTED

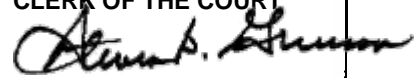
**PRESORTED
FIRST CLASS**



U.S. POSTAGE PITNEY BOWES
ZIP 89120 \$000.46⁰
02 4W
0000362065 DEC 29 2020

103 JUDGE 89120





NOE
KIMBALL J. JONES, ESQ.
Nevada Bar No. 12982
ROBERT N. EATON, ESQ.
Nevada bar No. 9547
BIGHORN LAW
716 S. Jones Blvd.
Las Vegas, Nevada 89106
Phone: (702) 333-1111
Fax: (702) 507-0092
roberte@bighornlaw.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARRETE, an individual,

Plaintiff,

v.

CASE NO.: A-19-800500-C

DEPT. NO.: XXVII

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVERS I-V; DOE OWNERS I-V; ROE
EMPLOYERS I-V; and ROE CORPORATIONS
I-V, inclusive,

Defendants.

NOTICE OF ENTRY OF DEFAULT JUDGMENT

TO: ALL DEFENDANTS AND THEIR ATTORNEYS OF RECORD HEREIN:

PLEASE TAKE NOTICE that a Default Judgment was entered in the above-entitled matter on
December 28, 2020, a true and correct copy of which is attached hereto.

DATED this 4th day of January, 2021.

BIGHORN LAW

By: /s/ Robert N. Eaton
ROBERT N. EATON, ESQ.
Nevada Bar No. 9547
Attorneys for Plaintiff

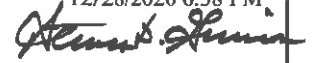
CERTIFICATE OF SERVICE

Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of **BIGHORN LAW** and on the 4th day of January, 2021, I served the foregoing **NOTICE OF ENTRY OF** **DEFENDANT'S MOTION** follows:

- ☒ Electronic Service – By serving a copy thereof through the Court's electronic service system; and/or
☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or
☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service.

Joseph Purdy, Esq.
PURDY ANDERSON STORM
3057 East Warm Springs Road, Suite 400
Las Vegas, Nevada 89120
Attorneys for Defendants

/s/ Steven C. Haile
An employee of **BIGHORN LAW**


CLERK OF THE COURT

JUDG
KIMBALL JONES, ESQ.
Nevada Bar No.: 12982
ROBERT N. EATON, ESQ.
Nevada Bar No.: 9547
BIGHORN LAW
2225 E. Flamingo Rd.
Building 2, Suite 300
Las Vegas, Nevada 89119
Phone: (702) 333-1111
Email: Roberte@bighornlaw.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE, and individual,

Plaintiff,

CASE NO.: A-19-800500-C
DEPT. NO.: XXVII

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVER I-V; DOE OWNERS I-V; ROE
EMPLOYER I-V; ROE CORPORATIONS I-V,
inclusive,

Defendants.

JUDGMENT ON ARBITRATION AWARD

This action came on for Arbitration hearing on September 10, 2020, before Arbitrator Lyn MacNabb, 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, and Defendants Request for Trial de Novo having been denied, the Court hereby enters Judgment on the Arbitration Award and Ruling on Application for Fees, Costs and Interest, as follows:

///

///

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff, EDEL RAMIREZ-NAVARETTE, recover from the Defendants, HOLGA FLORES-REYES and ANTHONY VERDON, jointly and severally, the sum of \$16,600.54, together with interest accruing at the legal rate until fully paid.

DATED this 28 day of December, 2020.

Dated this 28th day of December, 2020

Nancy L Alf
DISTRICT JUDGE

Respectfully submitted by:

BIGHORN LAW

EDB 914 6B31 0E2F
Nancy Alf
District Court Judge

NB

/s/ Robert N. Eaton, Esq.
ROBERT N. EATON, ESQ.
Nevada Bar No.: 9547
2225 E. Flamingo Rd.
Building 2, Suite 300
Las Vegas, Nevada 89119
Attorneys for Plaintiff

Steven D. Grierson

1 **ARBA**

2 Lyn MacNabb

3 Nevada Bar No. 4323

4 7432 W. Sahara Avenue, Ste. 101

5 Las Vegas, Nevada 89117

6 (702) 636-0111

7 Arbitrator

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 **EDEL RAMIREZ-NAVARETTE,**)

11 an individual,)

12 Plaintiff,)

Case No: A-19-800500-C

Dept No: XXVII

13 v.)

14 **HOLGA FLORES-REYES, an individual,**)

ARBITRATION AWARD

15 **ANTHONY VERDON an**)

16 individual, DOES DRIVERS I-V, DOE)

17 OWNERT I-V; ROE EMPLOYERS I-V;)

18 and ROE CORPORATIONS I-V, inclusive,)

19 Defendants.)

20 **TO: ROBERT EATON, Esq., attorney for Plaintiff; and**

21 **TO: PATRICE JOHNSON, Esq., attorney for Defendants.**


22 The Arbitration hearing was held held on September 10, 2020. Present at the
23 hearing were the above identified attorneys and the parties in this action. Having
24 considered the testimony at the hearing, the briefs, pleadings and papers on file herein, I
25 find in favor of the Plaintiff and against the Defendants Holga Flores-Reyes and Anthony
26 Verdon and award total past damages in the amount of thirteen thousand five hundred
27 dollars (\$13,500.00).

NOTICE

Pursuant to Nevada Arbitration Rule 18A, you are hereby notified that you have thirty days from the date you are served with the Award within which to file a request for trial de novo with the Clerk of the Court and to serve the Commissioner and the other parties.

Dated this 15th day of September, 2020.

LAW OFFICES OF LYN MACNABB



LYN MACNABB, ESQUIRE
Nevada Bar Number 4323
7432 Sahara Avenue, Ste. 101
Las Vegas, Nevada 89117
Arbitrator

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of June, 2020, I electronically served a true and correct copy of the foregoing **ARBITRATION AWARD** to the attorneys addressed to the following:

JACOB LEAVITT, ESQ.
716 S. Jones Blvd.
Las Vegas, NV 89107
Attorney for Plaintiff

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant


An employee of Lyn MacNabb

Steven D. Grierson

1 ABFCI

Lyn MacNabb

2 Nevada Bar No. 4323

7432 W. Sahara Avenue, Ste. 101

3 Las Vegas, Nevada 89117

4 (702) 636-0111

Arbitrator

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

8 EDEL RAMIREZ-NAVARETTE,
9 an individual,

10 Plaintiff,

11 v.

12
13 HOLGA FLORES-REYES, an individual,
14 ANTHONY VERDON an
15 individual, DOES DRIVERS I-V, DOE
16 OWNERT I-V; ROE EMPLOYERS I-V;
17 and ROE CORPORATIONS I-V, inclusive,

Defendants.

Case No: A-19-800500-C

Dept No: XXVII

RULING ON APPLICATION
FOR FEES, COSTS AND INTEREST

18 TO: ROBERT EATON, Esq., attorney for Plaintiff; and

19 TO: PATRICE JOHNSON, Esq., attorney for Defendants.

20 Plaintiff prevailed at the arbitration and timely applied for fees, costs and interest.

21 Having considered the application, and having received no opposition thereto, Plaintiff is

22 awarded costs in the reduced amount of one thousand one hundred forty-one dollars and

23 thirty-five cents (\$1,141.35) and interest in the amount of nine hundred fifty-six and

24 nineteen cents (\$959.19). Regarding the application for attorney's fees, the undersigned

25 finds that the analysis under Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 455 P.2d 31

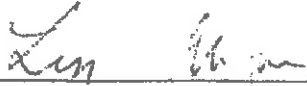
26 (1969) was satisfied. The factors addressed by that case, prerequisite to an award of

1 attorney's fees, were set forth in the moving points and authorities with specificity.

2 Attorney's fees are thus awarded in the amount of one thousand dollars (\$1,000.00).

3 Dated this 2nd day of October, 2020.

4 LAW OFFICES OF LYN MACNABB

5
6 
7 LYN MACNABB, ESQUIRE
8 Nevada Bar Number 4323
9 7432 Sahara Avenue, Ste. 101
10 Las Vegas, Nevada 89117
11 Arbitrator

12 CERTIFICATE OF SERVICE

13 I HEREBY CERTIFY that on the 2nd day of October, 2020, I electronically served
14 a true and correct copy of the foregoing **AWARD OF COSTS, INTEREST AND**

15 **ATTORNEY'S FEES** to the attorneys addressed to the following:

16 ROBERT EATON, ESQ.
17 716 S. Jones Blvd.
18 Las Vegas, NV 89107
19 Attorney for Plaintiff

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant

20 An employee of Lyn MacNabb
21
22
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1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Edel Ramirez-Navarrete,
7 Plaintiff(s)

CASE NO: A-19-800500-C

8 vs.

DEPT. NO. Department 27

9 Holga Flores-Reyes,
10 Defendant(s)

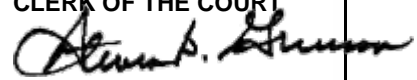
11 **AUTOMATED CERTIFICATE OF SERVICE**
12

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

15 Service Date: 12/28/2020

16 Katie Ader	katie@bighornlaw.com
17 Jacqueline R. Esq.	jacqueline@bighornlaw.com
18 Lyn MacNabb	lynmacnabb@yahoo.com
19 Robert Eaton	roberte@bighornlaw.com
20 Patrice Johnson	PJohnson@keyinsco.com
21 Ashley Gittings	agittings@keyinsco.com
22 Steven Haile	stevenh@bighornlaw.com

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1 **NOE**
2 **KIMBALL J. JONES, ESQ.**
3 Nevada Bar No. 12982
4 **ROBERT N. EATON, ESQ.**
5 Nevada bar No. 9547
6 **BIGHORN LAW**
7 716 S. Jones Blvd.
8 Las Vegas, Nevada 89106
9 Phone: (702) 333-1111
10 Fax: (702) 507-0092
11 roberte@bighornlaw.com

12 *Attorneys for Plaintiff*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 EDEL RAMIREZ-NAVARRETE, an individual,

16 Plaintiff,

17 v.

CASE NO.: A-19-800500-C

DEPT. NO.: XXVII

18 HOLGA FLORES-REYES, an individual;
19 ANTHONY VERDON, an individual; DOE
20 DRIVERS I-V; DOE OWNERS I-V; ROE
21 EMPLOYERS I-V; and ROE CORPORATIONS
22 I-V, inclusive,

23 Defendants.

24 **AMENDED NOTICE OF ENTRY OF JUDGMENT**

25 TO: ALL DEFENDANTS AND THEIR ATTORNEYS OF RECORD HEREIN:

26 PLEASE TAKE NOTICE that a Judgment was entered in the above-entitled matter on December
27 28, 2020, a true and correct copy of which is attached hereto.

28 DATED this 5th day of January, 2021.

BIGHORN LAW

By: /s/ Robert N. Eaton

ROBERT N. EATON, ESQ.

Nevada Bar No. 9547

Attorneys for Plaintiff

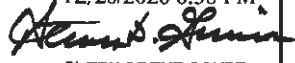
1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of
3 **BIGHORN LAW** and on the 5th day of January, 2021, I served the foregoing **NOTICE OF ENTRY OF**
4 **DEFAULT JUDGMENT** as follows:

- 5 ☒ Electronic Service – By serving a copy thereof through the Court’s electronic service
6 system; and/or
7 ☐ U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid
8 and addressed as listed below; and/or
9 ☐ Facsimile—By facsimile transmission pursuant to EDCR 7.26 to the facsimile
10 number(s) shown below and in the confirmation sheet filed herewith. Consent to service
under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile
transmission is made in writing and sent to the sender via facsimile within 24 hours of
receipt of this Certificate of Service.

11 Joseph Purdy, Esq.
12 PURDY ANDERSON STORM
13 3057 East Warm Springs Road, Suite 400
14 Las Vegas, Nevada 89120
Attorneys for Defendants

15 /s/ Steven C. Haile
16 An employee of **BIGHORN LAW**
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CLERK OF THE COURT

JUDGE
KIMBALL JONES, ESQ.
Nevada Bar No.: 12982
ROBERT N. EATON, ESQ.
Nevada Bar No.: 9547
BIGHORN LAW
2225 E. Flamingo Rd.
Building 2, Suite 300
Las Vegas, Nevada 89119
Phone: (702) 333-1111
Email: Roberte@bighornlaw.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE, and individual,

Plaintiff,

CASE NO.: A-19-800500-C
DEPT. NO.: XXVII

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVER I-V; DOE OWNERS I-V; ROE
EMPLOYER I-V; ROE CORPORATIONS I-V,
inclusive,

Defendants.

JUDGMENT ON ARBITRATION AWARD

This action came on for Arbitration hearing on September 10, 2020, before Arbitrator Lyn MacNabb, 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, and Defendants Request for Trial de Novo having been denied, the Court hereby enters Judgment on the Arbitration Award and Ruling on Application for Fees, Costs and Interest, as follows:

///

///

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff, EDEL RAMIREZ-NAVARETTE, recover from the Defendants, HOLGA FLORES-REYES and ANTHONY VERDON, jointly and severally, the sum of \$16,600.54, together with interest accruing at the legal rate until fully paid.

DATED this 28 day of December, 2020.

Dated this 28th day of December, 2020

Nancy L Alf
DISTRICT JUDGE

Respectfully submitted by:

BIGHORN LAW

EDB 914 6B31 0E2F
Nancy Alf
District Court Judge

NB

/s/ Robert N. Eaton, Esq.
ROBERT N. EATON, ESQ.
Nevada Bar No.: 9547
2225 E. Flamingo Rd.
Building 2, Suite 300
Las Vegas, Nevada 89119
Attorneys for Plaintiff

Steven D. Grierson

ARBA

Lyn MacNabb

Nevada Bar No. 4323

7432 W. Sahara Avenue, Ste. 101

Las Vegas, Nevada 89117

(702) 636-0111

Arbitrator

DISTRICT COURT

CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARETTE,
an individual,

Plaintiff,

v.

HOLGA FLORES-REYES, an individual,
ANTHONY VERDON an
individual, DOES DRIVERS I-V, DOE
OWNERT I-V; ROE EMPLOYERS I-V;
and ROE CORPORATIONS I-V, inclusive,

Defendants.

Case No: A-19-800500-C

Dept No: XXVII

ARBITRATION AWARD

TO: ROBERT EATON, Esq., attorney for Plaintiff; and

TO: PATRICE JOHNSON, Esq., attorney for Defendants.

The Arbitration hearing was held held on September 10, 2020. Present at the hearing were the above identified attorneys and the parties in this action. Having considered the testimony at the hearing, the briefs, pleadings and papers on file herein, I find in favor of the Plaintiff and against the Defendants Holga Flores-Reyes and Anthony Verdon and award total past damages in the amount of thirteen thousand five hundred dollars (\$13,500.00).

NOTICE

Pursuant to Nevada Arbitration Rule 18A, you are hereby notified that you have thirty days from the date you are served with the Award within which to file a request for trial de novo with the Clerk of the Court and to serve the Commissioner and the other parties.

Dated this 15th day of September, 2020.

LAW OFFICES OF LYN MACNABB




LYN MACNABB, ESQUIRE
Nevada Bar Number 4323
7432 Sahara Avenue, Ste. 101
Las Vegas, Nevada 89117
Arbitrator

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of June, 2020, I electronically served a true and correct copy of the foregoing **ARBITRATION AWARD** to the attorneys addressed to the following:

JACOB LEAVITT, ESQ.
716 S. Jones Blvd.
Las Vegas, NV 89107
Attorney for Plaintiff

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant


An employee of Lyn MacNabb

Steven D. Grierson

1 ABFCI

Lyn MacNabb

2 Nevada Bar No. 4323

7432 W. Sahara Avenue, Ste. 101

3 Las Vegas, Nevada 89117

4 (702) 636-0111

Arbitrator

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

8
9 EDEL RAMIREZ-NAVARETTE,
an individual,

10 Plaintiff,

11 v.

12
13 HOLGA FLORES-REYES, an individual,
14 ANTHONY VERDON an
individual, DOES DRIVERS I-V, DOE
15 OWNERT I-V; ROE EMPLOYERS I-V;
and ROE CORPORATIONS I-V, inclusive,

16 Defendants.
17

Case No: A-19-800500-C

Dept No: XXVII

RULING ON APPLICATION
FOR FEES, COSTS AND INTEREST

18 TO: ROBERT EATON, Esq., attorney for Plaintiff; and

19 TO: PATRICE JOHNSON, Esq., attorney for Defendants.

20 Plaintiff prevailed at the arbitration and timely applied for fees, costs and interest.


21
22 Having considered the application, and having received no opposition thereto, Plaintiff is
23 awarded costs in the reduced amount of one thousand one hundred forty-one dollars and
24 thirty-five cents (\$1,141.35) and interest in the amount of nine hundred fifty-six and
25 nineteen cents (\$959.19). Regarding the application for attorney's fees, the undersigned
26 finds that the analysis under Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 455 P.2d 31
27 (1969) was satisfied. The factors addressed by that case, prerequisite to an award of
28

1 attorney's fees, were set forth in the moving points and authorities with specificity.

2 Attorney's fees are thus awarded in the amount of one thousand dollars (\$1,000.00).

3 Dated this 2nd day of October, 2020.

4 LAW OFFICES OF LYN MACNABB

5
6 
7 LYN MACNABB, ESQUIRE
8 Nevada Bar Number 4323
9 7432 Sahara Avenue, Ste. 101
10 Las Vegas, Nevada 89117
11 Arbitrator

12 CERTIFICATE OF SERVICE

13 I HEREBY CERTIFY that on the 2nd day of October, 2020, I electronically served
14 a true and correct copy of the foregoing **AWARD OF COSTS, INTEREST AND**

15 **ATTORNEY'S FEES** to the attorneys addressed to the following:

16 ROBERT EATON, ESQ.
17 716 S. Jones Blvd.
18 Las Vegas, NV 89107
19 Attorney for Plaintiff

PATRICE JOHNSON, ESQ.
3057 E. Warm Springs Road #400
Las Vegas, NV 89120
Attorney for Defendant

20 An employee of Lyn MacNabb
21
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1 CSERV

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Edel Ramirez-Navarrete,
7 Plaintiff(s)

CASE NO: A-19-800500-C

8 vs.

DEPT. NO. Department 27

9 Holga Flores-Reyes,
10 Defendant(s)

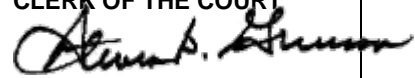
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 12/28/2020

16 Katie Ader	katie@bighornlaw.com
17 Jacqueline R. Esq.	jacqueline@bighornlaw.com
18 Lyn MacNabb	lynmacnabb@yahoo.com
19 Robert Eaton	roberte@bighornlaw.com
20 Patrice Johnson	PJohnson@keyinsco.com
21 Ashley Gittings	agittings@keyinsco.com
22 Steven Haile	stevenh@bighornlaw.com

STORM LEGAL GROUP
3037 E. Warm Springs Rd. Ste. 300
Las Vegas, Nevada 89120-3759
Tel. (702) 765-0976 * Fax (702) 765-0981



ASTA
STORM LEGAL GROUP
ERICH N. STORM, ESQ.
Nevada State Bar No.:4480
estorm@keyinsco.com
3037 East Warm Springs Road, Suite 300
Las Vegas, Nevada 89120
Telephone: (702) 765-0976
Facsimile: (702) 765-0981
Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

EDEL RAMIREZ-NAVARRETE, an individual,

Plaintiff,

vs.

HOLGA FLORES-REYES, an individual;
ANTHONY VERDON, an individual; DOE
DRIVERS I-V; DOE OWNERS I-V; ROE
EMPLOYERS I-V; and ROE CORPORATIONS
I-V, inclusive,

Defendant.

CASE NO.: A-19-800500-C
DEPT NO.: 27

CASE APPEAL STATEMENT

Defendants/Appellants, ANTHONY VERDON and HOLGA FLORES-REYES, through
their undersigned counsel, hereby submit the following Case Appeal Statement:

1. Name of appellant filing this case appeal statement:

Anthony Verdon and Holga Flores-Reyes.

2. Identify the judge issuing the decision, judgment, or order appealed from:

The Honorable Nancy L. Allf.

3. Identify each appellant and the name and address of counsel for each appellant:

Appellant: Anthony Verdon.

Counsel for Appellant: Erich N. Storm, Esq., 3037 East Warm Springs Road,
Suite 300, Las Vegas, Nevada 89120.

1 Appellant: Holga Flores-Reyes.

2 Counsel for Appellants: Erich N. Storm, Esq., 3037 East Warm Springs Road,
3 Suite 300, Las Vegas, Nevada 89120.

4 **4. Identify each respondent and the name and address of appellate counsel, if**
5 **known, for each respondent (if the name of a respondent's appellate counsel is**
6 **unknown, indicate as much and provide the name and address of that respondent's**
7 **trial counsel):**

8 Respondent: Edel Ramirez-Navarrete.

9 Counsel for Respondent: Kimball Jones, Esq., and Robert N. Eaton, Esq., 2225 E.
10 Flamingo Rd., Building 2, Suite 300, Las Vegas, Nevada 89119.

11 **5. Indicate whether any attorney identified above in response to question 3 or 4 is**
12 **not licensed to practice law in Nevada and, if so, whether the district court granted**
13 **that attorney permission to appear under SCR 42 (attach a copy of any district court**
14 **order granting such permission):**

15 No attorney is not licensed to practice law in Nevada.

16 **6. Indicate whether appellant was represented by appointed or retained counsel in**
17 **the district court:**

18 Appellants were represented by retained counsel in the District Court.

19 **7. Indicate whether appellant is represented by appointed or retained counsel on**
20 **appeal:**

21 Appellants are represented by retained counsel on appeal.

22 **8. Indicate whether appellant was granted leave to proceed in forma pauperis, and**
23 **the date of entry of the district court order granting such leave:**

24 Appellants have not been granted leave to proceed in forma pauperis.

25 **9. Indicate the date the proceedings commenced in the district court (e.g., date**
26 **complaint, indictment, information, or petition was filed):**

27 August 19, 2019.

28 ///

1 **10. Provide a brief description of the nature of the action and result in the district**
2 **court, including the type of judgment or order being appealed and the relief granted**
3 **by the district court:**

4 This is a personal injury action between Plaintiff/Respondent and
5 Defendants/Appellants. The parties submitted the matter to the court-annexed
6 arbitration program in Clark County, Nevada, and an award was rendered in favor
7 of Plaintiff/Respondent. Defendants/Appellants timely filed a Request for Trial de
8 Novo. Subsequently, Plaintiff/Respondent filed a Motion to Strike Defendants'
9 Request for Trial de Novo on the grounds that the Defendants did not participate in
10 good faith. The District Court granted that motion by Order entered December 10,
11 2020. A judgment was entered against Defendants/Appellants on December 28,
12 2020; a notice of entry of "default judgement" was entered and served on January
13 4, 2021; and an amended notice of entry of judgment was entered and served on
14 January 5, 2021.

15 Defendant/Appellant is appealing the Judgment and the Court's Order on the
16 Motion to Strike.

17 **11. Indicate whether the case has previously been the subject of an appeal to or**
18 **original writ proceeding in the Supreme Court and, if so, the caption and Supreme**
19 **Court docket number of the prior proceeding:**

20 The case has not previously been the subject of an appeal or original writ
21 proceeding in the Supreme Court.

22 **12. Indicate whether this appeal involves child custody or visitation:**

23 The appeal does not involve child custody or visitation.

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13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

This appeal involves the possibility of settlement.

DATED this 4th day of February, 2021.

STORM LEGAL GROUP

By: /s/ Erich N. Storm

ERICH N. STORM, ESQ.

Nevada State Bar No.: 4480

3037 East Warm Springs Road, Suite 300

Las Vegas, Nevada 89120

Attorneys for Defendant

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☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail, enclosed in a sealed envelope upon which first class postage was fully prepaid; and /or

☐ via facsimile; and or

☐ by hand delivery to parties listed below; and or

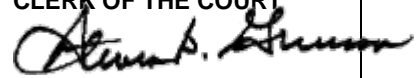
☒ by electronic service via ODYSSEY eFileNV through the District Court.

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Steven D. Grierson
CLERK OF THE COURT



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10 *Attorneys for Defendant*

11 **DISTRICT COURT**
12
13 **CLARK COUNTY, NEVADA**

14 EDEL RAMIREZ-NAVARRETE, an individual,
15
16 Plaintiff,
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18 vs.
19
20 HOLGA FLORES-REYES, an individual;
21 ANTHONY VERDON, an individual; DOE
22 DRIVERS I-V; DOE OWNERS I-V; ROE
23 EMPLOYERS I-V; and ROE CORPORATIONS
24 I-V, inclusive,
25 Defendant.

CASE NO.: A-19-800500-C
DEPT NO.: 27

NOTICE OF APPEAL

26 Notice is hereby given that ANTHONY VERDON AND HOLGA FLORES-REYES,
27 defendants above-named, hereby appeal to the Supreme Court of Nevada from:

- 28 1. The Judgment on Arbitration Award entered in this action on December 28, 2020;
- 29 2. The District Court's Order granting Plaintiff's Motion to Strike Defendants'
30 Request for Trial de Novo entered on December 10, 2020.

31 DATED this 4th day of February, 2021.

STORM LEGAL GROUP

32 By: /s/ Erich N. Storm
33 ERICH N. STORM, ESQ.
34 Nevada State Bar No.: 4480
35 3037 East Warm Springs Road, Suite 300
36 Las Vegas, Nevada 89120
37 *Attorneys for Defendant*

AA0183

1 **CERTIFICATE OF SERVICE**

2 I **HEREBY CERTIFY** that on this 4th day of February, 2021, I served a true and
3 complete copy of the foregoing NOTICE OF APPEAL addressed to the parties below as follows:

4 ☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail,
5 enclosed in a sealed envelope upon which first class postage was fully prepaid; and /or

6 ☐ via facsimile; and or

7 ☐ by hand delivery to parties listed below; and or

8 ☒ by electronic service via ODYSSEY eFileNV through the District Court.

9
10 KIMBALL J. JONES, ESQ.

Nevada Bar No.: 12982

11 ROBERT N. EATON, ESQ.

Nevada Bar No.: 9547

12 BIGHORN LAW

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17 *Attorneys for Plaintiff*

18
19 /s/ Jeri L. Roth

20 **STORM LEGAL GROUP**