

Electronically Filed  
Feb 14 2022 08:26 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court  
Case No.

Supreme Court Case No. A-19-805351-C  
 Filed: 2022 08:26 a.m.  
 Elizabeth A. Brown  
 District Court Clerk of Supreme Court

VS.

## Respondents.

Real Party in Interest.

JOSEPH P. GARIN, ESQ.  
Nevada Bar No. 6653  
MEGAN H. THONGKHAM, ESQ.  
Nevada Bar No. 12404  
**LIPSON NEILSON P.C.**  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
Telephone: (702) 382-1500  
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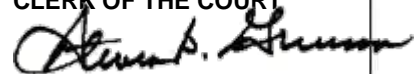
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**EXHIBIT 4**

**EXHIBIT 4**



**JUDG**  
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Attorneys for Plaintiff  
Diane Sanchez

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

DIANE SANCHEZ,  
Plaintiff,

Case No. A-15-722815-C  
Dept. No. XXV

**DEFAULT JUDGMENT**

vs.

BLAS BON, individually; JOSEPH  
ACOSTA, individually; WILFREDO  
ACOSTA, individually; DOES I-X and ROE  
CORPORATIONS I-X, inclusive,  
Defendants.

Plaintiff Diane Sanchez's ("Sanchez") Application for Default Judgment was brought for hearing in Department XXV of the Eighth Judicial District Court, before The Honorable Kathleen E. Delaney, on the 11th day of June, 2019, with Dennis M. Prince and Kevin T. Strong of PRINCE LAW GROUP, appearing on behalf of Plaintiff Diane Sanchez and no one appearing on behalf of Defendant Blas Bon. The Court having reviewed the application on file herein, the documents attached thereto, and being duly advised in the premises:

This matter arises from a motor vehicle collision involving four (4) cars that occurred on April 28, 2015. On August 7, 2015, Sanchez filed her Complaint for personal injuries against Defendants Blas Bon ("Bon") and Joseph Acosta. On October 13, 2016, Sanchez filed her Amended Complaint wherein she named Wilfredo Acosta as an additional defendant. On October 16, 2018, Sanchez and the Acosta Defendants filed their Stipulation and Order for Dismissal with Prejudice following their confidential settlement of Sanchez's claims.

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Prince Law Group  
8816 Spanish Ridge  
Las Vegas, NV 89148

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input checked="" type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

mk

NBIS 000251

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As to Bon, Sanchez filed her Affidavit of Due Diligence on October 22, 2015 wherein the process server described his failed efforts to personally serve Bon with the Summons and Complaint at his last known address on September 22, 2015. On March 29, 2016, Sanchez filed her Amended Affidavit of Compliance wherein she confirmed that Bon was served with the Summons and Complaint through the Nevada Department of Motor Vehicles, pursuant to NRS 14.070, on November 2, 2015. On November 9, 2015, Sanchez also sent, via certified mail, copies of the Summons, Complaint, traffic accident report, and November 2, 2015 DMV letter confirming proof of service, to Bon's last known address: 3900 Cambridge Street, Suite 106, Las Vegas, Nevada 89119. This package went unclaimed and was returned to Sanchez on November 12, 2015. On April 1, 2016, the district court entered Default against Bon for his failure to file an answer to Sanchez's Complaint or to otherwise appear in the action within twenty (20) days of service. On March 29, 2019, Sanchez filed her Application for Entry of Default Judgment pursuant to NRCP 55(b)(2). The district court's entry of default constitutes an admission by Bon of all material facts alleged in Sanchez's Complaint. *Estate of LoMastro v. Am. Family Ins. Group*, 124 Nev. 1060, 1068 (2008). As a result, entry of default against Bon resolves the issues of liability and causation for all claims for relief in Sanchez's Complaint. *Id.* The only outstanding issue is the extent of Sanchez's damages.

Based on the foregoing, this Court finds and enters judgment against Bon as follows:

1. On April 28, 2015, Sanchez traveled northbound on Interstate 15 in a 1995 BMW 325i in the #5 travel lane. Bon drove a 1997 Dodge Ram 2500 pickup truck, wherein he hauled two wheelbarrows in the truck bed, directly behind Sanchez. Bon negligently collided with the left side of Sanchez's rear bumper.

2. As a result of Bon's negligence, Sanchez sustained severe and life-altering injuries to her cervical spine and lumbar spine that required substantial medical treatment, including anterior artificial disc replacement surgery at L4-5 of her lumbar spine, as established by her medical records.

3. As a result of Bon's negligence, it is reasonably foreseeable that Sanchez will suffer ongoing pain, suffering, and loss of enjoyment of life. It is also reasonably foreseeable that Sanchez will

undergo future medical treatment to address her cervical and lumbar spine injuries and ongoing residual chronic pain complaints suffered as a result of Bon's negligence. Sanchez's need for future medical treatment and the associated costs for her future medical treatment are established by her medical records and opinions of her retained medical expert, David J. Oliveri, M.D. Dr. Oliveri offers these opinions to a reasonable degree of medical probability.

4. As a result of Bon's negligence, Sanchez suffered past economic damages and it is reasonably foreseeable that Sanchez will suffer future economic damages that consist of: (1) future medical expenses, (2) past and future loss of wages and employee benefits, (3) loss of past and future housekeeping and household management services, and (4) reduction in the value of life damages. The extent of Sanchez's past and future economic damages is established by the opinions of her retained economist, Stan V. Smith, Ph.D. Dr. Smith offers his opinions to a reasonable degree of economic probability. Sanchez's permanent functional capacity disability that will preclude her from working in the future is established by the opinions of Dr. Oliveri. Dr. Oliveri offers this opinion to a reasonable degree of medical probability.

Based upon the papers, pleadings, and evidence on file herein, judgment is hereby entered in favor of Plaintiff Diane Sanchez and against Defendant Blas Bon, jointly and severally, as follows:

1. Past medical special damages:	\$465,285.01
2. Future medical special damages:	\$827,038.00
3. Past and future economic wage loss and employee benefits:	\$840,260.00
4. Past and future economic loss of household services:	\$446,334.00
5. Past pain and suffering:	\$2,000,000.00
6. Future pain and suffering:	\$3,000,000.00
7. Future reduction in the value of life:	\$2,685,877.00
8. Pre-judgment interest as allowed by Nevada law on past damages:	\$599,417.62
<b>Total Damages:</b>	<b>\$10,864,211.63</b>



Attorneys' fees based on a contingency fee agreement of forty percent (40%) of the total judgment award in the amount of \$4,345,684.65 ( $\$10,864,211.63 * .40$ ) pursuant to *O'Connell v. Wynn Las Vegas, LLC*, 134 Nev. Adv. Rep. 67, 429 P.3d 664, 670-71 (Nev. Ct. App. 2018).

A total judgment in the amount of \$15,209,896.28, plus costs in the amount of \$2,759.45, is hereby entered in favor of Plaintiff Diane Sanchez and against Defendant Blas Bon. Plaintiff Diane Sanchez shall also be entitled to interest as allowed by Nevada law from the date of entry hereof until the judgment is fully satisfied.

DATED this 19<sup>th</sup> day of July, 2019.

  
DISTRICT COURT JUDGE

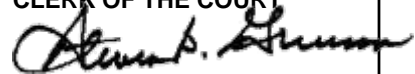
Respectfully Submitted By:

**PRINCE LAW GROUP**

  
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Attorneys for Plaintiff  
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**EXHIBIT 5**

**EXHIBIT 5**



CASE NO: A-19-805351-C  
Department 13

1 **COMP**  
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14 Attorneys for Plaintiff  
15 Diane Sanchez

10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

13 DIANE SANCHEZ,  
14  
15 Plaintiff,

CASE NO.:  
DEPT. NO.:

16 vs.

**COMPLAINT**

17 ATX PREMIER INSURANCE, a domestic  
18 corporation; WINDHAVEN NATIONAL  
19 INSURANCE COMPANY, a domestic  
20 corporation; DMA CLAIMS SERVICES, a  
21 foreign corporation; BLAS BON, an  
22 individual; DOES I-X and ROE  
23 CORPORATIONS I-X, inclusive,

24 Defendants.

25 Plaintiff Diane Sanchez, by and through her attorneys of record, PRINCE LAW GROUP, and  
26 for her Complaint against Defendants ATX Premier Insurance, Windhaven National Insurance  
27 Company, DMA Claims Services, and Blas Bon, asserts and alleges as follows:

28 ///



I.

**PARTIES & JURISDICTION**

1. That all incidents complained of herein occurred in the County of Clark, State of Nevada.

2. At all times relevant herein, Plaintiff Diane Sanchez (hereinafter as "Ms. Sanchez") is and was a resident of the State of Nevada.

3. That the true names and capacities, whether individual, corporate, associate, or otherwise, of DOES I through X and ROES business entities, inclusive, are unknown to Ms. Sanchez, who therefore sues said Defendants by such fictitious names. Ms. Sanchez is informed and believes and upon that basis alleges that each of the Defendants designated herein as a DOE Defendant are responsible in some manner for events and happenings herein referred to and caused damages proximately thereby to Ms. Sanchez as herein alleged. Ms. Sanchez further alleges that she will ask leave of this Court to amend this Complaint to insert the true names, identities, and capacities of said DOES I through X and ROE Business Entities I-X, inclusive, when the same have been ascertained by Ms. Sanchez, together with appropriate charging allegations.

4. Based upon information and belief, Defendant ATX Premier Insurance (hereinafter as "ATX"), was a domestic corporation domiciled in the State of Florida and authorized to do the business of insurance as a property and casualty insurer in the State of Nevada since January 3, 1994.

5. Based upon information and belief, Defendant Windhaven National Insurance Company (hereinafter as "Windhaven") is a domestic corporation domiciled in the State of Florida. Windhaven purchased the assets of ATX effective October 24, 2016, thereby assuming all authorizations, obligations, liabilities, and duties owed by ATX. Windhaven is authorized to do the business of insurance as a property and casualty insurer in the State of Nevada as the successor entity to ATX. As the successor of ATX, Windhaven is liable for all debts and obligations of ATX in any and all amounts caused to Ms. Sanchez by ATX's breach of duties described herein.

6. Based upon information and belief, Defendant DMA Claims Services (hereinafter as "DMA"), is a foreign corporation domiciled in the State of Nevada and authorized to do the business of insurance claims adjustment as an independent adjuster since November 14, 2001.

7. Based upon information and belief, Defendant Blas Bon (hereinafter as "Bon") is, and at all time mentioned herein, was, a resident of the State of Nevada.

## II.

### STATEMENT OF FACTS

8. Prior to April 15, 2015, ATX issued a personal liability policy to non-party Hipolito Cruz (hereinafter as "Cruz"), policy number ANV00003087. The policy included personal automobile liability insurance coverage. The liability insurance coverage limits are for bodily injury claims of \$15,000.00 per person and \$30,000.00 per occurrence (the "Policy").

9. Pursuant to the terms and conditions of the Policy, ATX agreed to provide liability insurance coverage to its insureds, including coverage for those liability claims arising out of the permissive use of an insured vehicle by third parties.

10. On April 15, 2015, Bon was driving Cruz's 1997 Dodge Ram 2500 pickup truck with the express permission of Cruz. As a permissive driver of the Cruz vehicle, Bon had coverage as an insured under the ATX policy for the injuries caused to Ms. Sanchez.

11. On or about April 15, 2015, Ms. Sanchez was driving her vehicle northbound on I-15 behind non-party Donna Evans ("Evans"), in Clark County, Nevada. Bon, while operating the Cruz vehicle, negligently operated the Cruz vehicle so as to cause it to strike Ms. Sanchez's vehicle. In addition, Ms. Sanchez's vehicle was struck by another liable party who Ms. Sanchez subsequently resolved her claims against.

12. As a result of the subject collision, Ms. Sanchez sustained catastrophic and life altering injuries to her neck and back.

13. At the time of the subject collision, ATX had issued an automobile liability insurance policy to Cruz. Bon was driving the insured vehicle with permission from Cruz. Bon, as a permissive user of the insured vehicle was personally insured by ATX. ATX owed Bon a contractual duty to defend; a duty of good faith and fair dealing to defend, indemnify or settle Ms. Sanchez's claims when it knew of the pendency of the action; a duty to timely intervene; a duty to diligently investigate the facts and circumstances of Ms. Sanchez's accident; and a duty to settle the claim within the policy limits when it had a reasonable opportunity to do so or take action to protect the interests of its insureds.

1           14. Prior to the accident, ATX and DMA entered into a contract wherein DMA agreed to  
2 serve as an independent adjuster for claims received by ATX. DMA assumed a duty to carry out the  
3 terms and conditions owed by ATX to Ms. Sanchez under the Policy.

4           15. Following the accident, on May 21, 2015, Ms. Sanchez, through her counsel, reported  
5 her claim to ATX, which included her medical records, bills, and other supporting documentation.  
6 ATX assigned Ms. Sanchez's claim a claim number of DMA-0147074, signifying that DMA would  
7 serve as an independent adjuster for Ms. Sanchez's claim. Ms. Sanchez's medical specials at that time  
8 totaled in excess of \$8,000.00, and Ms. Sanchez was still undergoing treatment for her injuries.

9           16. On June 16, 2015, Ms. Sanchez sent DMA a written demand letter pursuant to the  
10 direction of ATX that it would serve as a third-party claims administrator, offering to settle the matter  
11 concerning the subject collision for all applicable policy limits. The demand letter made clear that  
12 Ms. Sanchez would file suit if no response was received prior to June 30, 2015. DMA and ATX failed  
13 to respond to Ms. Sanchez's letter prior to June 30, 2015.

14           17. On July 10, 2015, DMA sent Ms. Sanchez a letter acknowledging that DMA  
15 represented the interests of ATX regarding the subject collision. No further communications from  
16 DMA were received by Ms. Sanchez or appointed counsel.

17           18. Pursuant to DMA's agreement with ATX to serve as an independent adjuster, DMA  
18 assumed certain contractual duties and obligations including, a duty to timely respond to electronic  
19 and written communications as well as a duty to investigate Ms. Sanchez's claim under Nevada law  
20 and failed to do so.

21           19. On August 7, 2015, a Complaint was filed by Ms. Sanchez against Bon and the other  
22 defendant who hit her vehicle in the Eighth Judicial District Court, Case No. A-15-722815-C. The  
23 allegations contained in the Complaint are incorporated herein by this reference as if fully set forth  
24 herein. In the Complaint, Ms. Sanchez alleged, among other things, that (1) Defendants were  
25 negligent in causing the accident and injuries to Ms. Sanchez; and (2) Bon operated the truck owned  
26 by Cruz during the subject collision.

27           20. Bon was properly served, under Nevada law, with the Summons, Complaint, and  
28 traffic accident report.

1           21.    On December 11, 2015, Ms. Sanchez through her counsel sent ATX a letter  
2 withdrawing her demand.

3           22.    On January 20, 2016, Ms. Sanchez through her counsel sent ATX a letter advising that  
4 Bon had been served and provided a copy of the Summons and Complaint.

5           23.    ATX and DMA failed to respond to the January 20, 2016 correspondence.

6           24.    On February 16, 2016, Ms. Sanchez again sent ATX another letter advising that Bon  
7 had not provided an Answer to Ms. Sanchez's Complaint and that a request for the Court to enter a  
8 Default would be entered if Bon failed to provide an Answer to Ms. Sanchez's Complaint.

9           25.    Bon subsequently failed to provide an Answer to Ms. Sanchez's Complaint.

10          26.    ATX and DMA failed to respond to the February 16, 2016 correspondence.

11          27.    On April 1, 2016, the district court entered Default against Bon for his failure to file  
12 an answer to Ms. Sanchez's Complaint or to otherwise appear in the action within twenty (20) days  
13 of service.

14          28.    Even after being notified of the entry of default, ATX failed and refused to investigate,  
15 provide a defense, or indemnify its insureds for this substantial loss. ATX did not hire counsel, request  
16 that the default be set aside, or undertake any steps to defend its insureds.

17          29.    Based upon the allegations set forth in the Complaint, ATX had a duty to defend its  
18 insureds against the allegations in Ms. Sanchez's Complaint under Nevada law and failed to do so.

19          30.    On October 24, 2016, ATX changed its name and began doing business as Windhaven  
20 National Insurance Company while maintaining its principal and mailing addresses. Windhaven  
21 assumed all duties and obligations owed by ATX to Ms. Sanchez under the Policy.

22          31.    On March 29, 2019, Ms. Sanchez filed an Application for Entry of Default Judgment  
23 pursuant to NRCP 55(b)(2) seeking a judicial determination of damages. A notice of the hearing was  
24 served upon Bon.

25          32.    On July 19, 2019, a Default Judgment was entered in the amount of \$10,864,211.63  
26 against Bon.

27          33.    On July 19, 2019, Ms. Sanchez filed a Motion Pursuant to NRS 21.320 for Judicial  
28 Assignment of Claims and/or Causes of Action Defendant Blas Bon has Against ATX Insurance or  
any other Applicable Liability Insurer.

1           34. On August 20, 2019, an Order Granting Ms. Sanchez's Motion Pursuant to NRS  
2 21.320 for Judicial Assignment of Claims and/or Causes of Action Defendant Blas Bon has Against  
3 ATX Insurance or any other Applicable Liability Insurer was entered. Ms. Sanchez as the assignee  
4 has the legal right and ability to assert all claims against ATX and Windhaven to satisfy the full  
5 judgment amount based upon the breach of duties owed to Bon.

6           35. Defendants ATX and Windhaven have failed to compensate Ms. Sanchez for all  
7 damages she incurred in excess of Bon's liability limits, to the extent of the first-party policy benefits  
8 under the policy issued by ATX. ATX and Windhaven had a duty to indemnify its insureds for the  
9 loss suffered by Ms. Sanchez under Nevada law and failed to do so.

10                               **FIRST CLAIM FOR RELIEF**

11                               ***(Breach of Contract Against Defendants ATX, Windhaven, and DMA)***

12           36. Ms. Sanchez repeats and realleges the allegations contained in Paragraphs 1-35 as  
13 though fully set forth herein.

14           37. A contract of insurance existed between ATX and Cruz on the date of the accident  
15 described herein. Cruz and Bon are insureds under the terms and conditions of the ATX policy.  
16 Defendants owed contractual duties to Cruz and Bon.

17           38. At the time of the subject incident, all premiums were paid under Cruz's insurance  
18 policy. All proofs of loss were submitted under said policy, and Cruz and Bon performed all  
19 conditions required by the policy to be performed.

20           39. Defendants ATX, Windhaven, and DMA breached their contractual duties owed to  
21 Bon by failing to defend, indemnify, investigate, or settle Ms. Sanchez's claims when it knew of the  
22 pendency of the action, failed to timely intervene, and failed to settle the claim within policy limits  
23 when it had a reasonable opportunity to do so or take action to protect the interests of its insureds.  
24 Defendants ATX, Windhaven, and DMA are legally bound by the judgment entered in Case No. A-  
25 15-722815-C, in the amount of \$10,864,211.63 and must satisfy the same.

26           40. As a result thereof, Ms. Sanchez has been damaged in an amount in excess of  
27 \$15,000.00.

28           41. Ms. Sanchez has been compelled to retain the services of an attorney to prosecute this  
action and is therefore entitled to reasonable attorney's fees and costs incurred herein.



1 **SECOND CLAIM FOR RELIEF**

2 ***(Breach of the Implied Covenant of Good Faith and Fair Dealing Against Defendants ATX,***  
3 ***Windhaven, and DMA )***

4 42. Ms. Sanchez repeats and realleges the allegations contained in paragraphs 1-41 as  
5 though fully set forth herein.

6 43. That Defendants ATX, Windhaven, and DMA owed a duty of good faith and fair  
7 dealing arising out of the contract of insurance to Cruz and Bon.

8 44. Defendants ATX, Windhaven, and DMA breached their duty of good faith and fair  
9 dealing owed to Bon by failing to defend, indemnify, investigate or settle Ms. Sanchez's claims when  
10 it knew of the pendency of the action, failed to timely intervene, failed to diligently investigate the  
11 facts and circumstances of Ms. Sanchez's accident, and failed to settle the claim within the policy  
12 limits when it had a reasonable opportunity to do so or take action to protect the interests of its  
13 insureds.

14 45. As a result of Defendants ATX, Windhaven, and DMA bad faith refusal to defend,  
15 indemnify, investigate, intervene, or settle Ms. Sanchez's claim, Ms. Sanchez has been damaged in  
16 an amount in excess of \$15,000.00.

17 46. Defendants ATX, Windhaven, and DMA conduct was willful, wanton, malicious,  
18 oppressive and done in reckless disregard of Ms. Sanchez's rights. By reason of Defendants ATX,  
19 Windhaven, and DMA conduct and the bad faith, Ms. Sanchez is entitled to exemplary and punitive  
20 damages.

21 47. Ms. Sanchez has been compelled to retain the services of an attorney to prosecute this  
22 action and is therefore entitled to reasonable attorney's fees and costs incurred herein.

23 **THIRD CLAIM FOR RELIEF**

24 ***(Violation of Nevada's Unfair Claims Practices Act Against Defendants ATX,***  
25 ***Windhaven, and DMA)***

26 48. Ms. Sanchez repeats and realleges the allegations contained in Paragraphs 1-47 as  
27 though fully set forth herein.

49. Defendants ATX, Windhaven, and DMA were obligated to comply with Nevada's Unfair Claims Practices Act set forth in NRS 686A.310 plus all other applicable regulations adopted by the Nevada Insurance Commissioner.

50. Defendants ATX, Windhaven, and DMA rejected Ms. Sanchez's offer to settle her claim for the policy limit prior to Ms. Sanchez commencing litigation.

51. Defendants ATX, Windhaven, and DMA failed to diligently investigate the facts and circumstances of Ms. Sanchez's accident, fairly evaluate her claim, and act promptly and reasonably in rejecting or settling the claim.

52. By failing and refusing to defend, indemnify and/or settle Ms. Sanchez's claim, Defendants ATX, Windhaven, and DMA violated NRS 686A.310 as well as regulations adopted by the Nevada Insurance Commissioner.

53. As a result of Defendants ATX, Windhaven, and DMA violation of NRS 686A.310 and accompanying regulations, Ms. Sanchez has been damaged in an amount in excess of \$15,000.00.

54. Ms. Sanchez has been compelled to retain the services of an attorney to prosecute this action and is therefore entitled to reasonable attorney's fees and costs incurred herein.

#### **FOURTH CLAIM FOR RELIEF**

***(Action on the Default Judgment Against Defendant Blas Bon)***

55. Ms. Sanchez repeats and realleges the allegations set forth in Paragraphs 1-54 as though fully set forth herein.

56. On July 19, 2019, the Eighth Judicial District Court, Clark County, Nevada, entered a Default Judgment against Bon in the amount of \$10,864,211.63.

57. The July 19, 2019 Default Judgment was entered against Bon for his failure to file an answer to Ms. Sanchez's Complaint for personal injuries, filed on August 7, 2015, or to otherwise appear in that action within twenty (20) days of service of the Summons and Complaint for personal injuries.

58. As a direct result of the Eighth Judicial District Court's entry of the Default Judgment against Bon, all issues of liability, causation, and damages arising from Ms. Sanchez's personal injury claims are fully resolved.

1           59.     The full amount of the \$10,864,211.63 Default Judgment entered against Bon remains  
2 unsatisfied.

3           60.     As the judgment debtor, Bon is legally responsible for satisfying the full amount of the  
4 Default Judgment entered against him on July 19, 2019 and in the amount of \$10,864,211.63.

5           61.     Ms. Sanchez, as the judgment creditor, hereby reserves the right to utilize all remedies  
6 under Nevada law to collect on the July 19, 2019 Default Judgment by way of her action on the default  
7 judgment, including the Court's issuance of a writ of attachment upon the personal property of Bon  
8 pursuant to NRS 31.010 *et seq.*; the Court's issuance of a writ of garnishment upon the money, credits,  
9 effects, debts, choses in action, and other personal property of Bon pursuant to NRS 31.240 *et seq.*;  
10 replevin; or any other means of collection available to her under Nevada law.

11           62.     Ms. Sanchez has been compelled to retain the services of an attorney to prosecute this  
12 action and is therefore entitled to reasonable attorney's fees and costs incurred herein.

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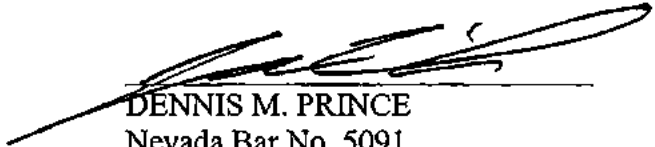
**PRAYER FOR RELIEF**

Wherefore, Ms. Sanchez, prays for judgment against the Defendants, and each of them as follows:

1. Satisfaction of the July 19, 2019 Default Judgment in the amount of \$10,864,211.63
2. General damages in an amount in excess of \$15,000.00;
3. Special damages in an amount in excess of \$15,000.00;
4. Punitive damages in an amount in excess of \$15,000.00;
5. Costs of suit, reasonable attorney fees, pre-judgment and post-judgment interest incurred herein; and
6. For such other and further relief as the Court deems just and proper.

DATED this 13<sup>th</sup> day, of November, 2019.

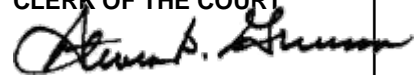
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**EXHIBIT 6**

**EXHIBIT 6**



1 **MSAD**

2 WILLIAM P. VOLK, ESQ.

3 Nevada Bar No. 006157

4 WILLIAM D. SCHULLER, ESQ.

5 Nevada Bar No. 011271

6 **KOLESAR & LEATHAM**

7 400 South Rampart Boulevard, Suite 400

8 Las Vegas, Nevada 89145

9 Telephone: (702) 362-7800

10 Facsimile: (702) 362-9472

11 E-Mail: wvolk@klnevada.com

12 wschuller@klnevada.com

13 Attorneys for Defendant,

14 BLAS BON

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 \*\*\*

18 DIANE SANCHEZ,

19 Plaintiff,

20 vs.

21 BLAS BON, individually; JOSEPH ACOSTA,  
22 individually; DOES I - X, and ROE  
23 CORPORATIONS I - X, inclusive,

24 Defendants.

CASE NO. A-15-722815-C

DEPT NO. XXV

HEARING REQUESTED

**MOTION TO SET ASIDE DEFAULT  
JUDGMENT**

25 JOSEPH ACOSTA, individually; and  
26 WILFREDO ACOSTA, individually,

27 Cross-Claimants,

28 vs.

BLAS BON, individually,

Cross-Defendant.

Defendant BLAS BON ("Bon"), by and through his attorneys at Kolesar & Leatham,  
hereby moves to set aside the \$15.2 million default judgment the Court entered in favor of  
Plaintiff DIANE SANCHEZ ("Sanchez") on July 19, 2019 ("Default Judgment").

///

KOLESAR & LEATHAM  
400 South Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145  
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 This Motion is made and based upon NRCP 1, NRCP 55, NRCP 60, NRS 14.070, the  
2 following Memorandum of Points and Authorities, the pleadings and papers on file herein, and  
3 any argument presented at the time of hearing on this matter.

4 DATED this 17<sup>th</sup> day of January, 2020.

5 KOLESAR & LEATHAM

6  
7 By 

8 WILLIAM P. VOLK, ESQ.

9 Nevada Bar No. 006157

10 WILLIAM D. SCHULLER, ESQ.

11 Nevada Bar No. 011271

12 400 South Rampart Boulevard, Suite 400

13 Las Vegas, Nevada 89145

14 Attorneys for Defendant,  
15 BLAS BON

16 \*\*\*\*\*  
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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. PROCEDURAL HISTORY**

**A. Pleadings & Motion to Enlarge Time**

On August 7, 2015, Sanchez filed the Diane Sanchez Complaint ("Complaint"), which alleges negligence and negligence *per se* against Bon and Defendant JOSEPH ACOSTA ("Joseph"). The gravamen of the Complaint is that Bon caused a motor vehicle accident with Sanchez, during which Joseph also negligently crashed into Sanchez's vehicle. *Id.* at ¶ 6. Defendant Joseph Acosta's Answer to Plaintiff's Complaint and Cross-Claim Against Blas Bon ("Cross-Claim"), filed December 1, 2015, seeks contribution and indemnity against Bon. On March 3, 2016, Joseph served Bon with the Cross-Claim. *See* Defendant/Cross-Claimant Joseph Acosta's Motion to Enlarge Time to Perfect Service of Cross Claim Against Cross-Defendant Blasbon ("Motion to Enlarge Time"), filed March 7, 2017, at Ex. 1.

On October 13, 2016, Sanchez filed the Amended Complaint, which alleges negligence and negligence *per se* against unspecified Defendants and additionally alleges imposition of liability pursuant to NRS 41.440 against Defendant WILFREDO ACOSTA ("Wilfredo"). Defendants Joseph Acosta and Wilfredo Acosta's Answer to Plaintiffs' Amended Complaint and Cross-Claim Against Bon ("Amended Cross-Claim"), filed November 9, 2016, again seeks contribution against Bon. On March 7, 2017, Joseph filed the Motion to Enlarge Time, which the Court subsequently granted, allowing an additional 60 days for Joseph to serve Bon. *See* Court Minutes of April 11, 2017. Sanchez did not move to enlarge the time for service of the Amended Complaint on Bon.

**B. Attempted Service of Complaint**

On October 20, 2015, Sanchez filed an Affidavit of Due Diligence, attaching a Declaration of Diligence of process server Michael E. Clarke ("Clarke"), which states that he attempted to serve the Summons and Complaint on Bon on October 19, 2015 as follows:

///

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///



1 Attempted to serve defendant at last known address of 3900  
2 Cambridge Street Suite 106, Las Vegas Nevada. This address is a  
3 Clark County neighborhood community center where the  
4 defendant had his mail sent; his current whereabouts are now  
5 unknown to them. A record search with the Clark County  
6 Assessor's Office reveals no records found. A search with Clark  
7 County voters [sic] registration reveals no records found. A local  
8 phone search for defendants [sic] phone number reveals no records  
9 found. A registered vehicle search with Nevada DMV and  
10 Premium Finder search reveals no records found.

11 See Plaintiff Diane Sanchez's Application for Entry of Default Judgment ("Default Judgment  
12 Application"), a true and correct copy of which is attached hereto as **Exhibit A** (without  
13 documents relating to future medical treatment/expenses (Ex. 8) and economic damages (Ex. 9)),  
14 at Ex. 4.

15 On March 29, 2016, Sanchez filed an Amended Affidavit of Compliance,<sup>1</sup> which states in  
16 pertinent part as follows:

17 That on or about October 27, 2015 [Paul D. Powell, Esq.] caused  
18 to be served upon the Director of the Department of Motor  
19 Vehicles of the State of Nevada at Carson City, Nevada, via United  
20 States Mail, a copy of the Complaint on file herein, a copy of the  
21 Summons issued following the filing of the Complaint, a copy of the  
22 Declaration of Diligence, together with the statutory fee of  
23 \$5.00, all in accordance with N.R.S. 14.070. Said documents were  
24 received by the Department of Motor Vehicles on November 2,  
25 2015 as evidenced by the letter from the Department of Motor  
26 Vehicles attached hereto as **Exhibit 2**, acknowledging receipt of  
27 said Complaint and Summons.

28 That on or about November 9, 2015 [Paul D. Powell, Esq.] caused  
to be deposited in the United States Mail at Las Vegas, Nevada,  
certified mail return receipt requested, with postage fully prepaid  
thereon, a copy of the Complaint and Summons, the traffic  
accident report and a copy of the DMV letter evidencing proof of  
service on Defendant BLAS BON at the Defendant's last known  
address of 3900 Cambridge Street, Suite 106, Las Vegas, Nevada  
89119. **The package was returned to sender on November 12,  
2015 as unclaimed. A copy is attached hereto as Exhibit 3.**

See Default Judgment Application, Ex. A hereto, at Ex. 5 (emphasis in original).

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///

<sup>1</sup> The Affidavit is incorrectly dated March 29, 2015.

1           **C.     Default & Default Judgment**

2           On April 1, 2016, the Court filed the Default on Defendant Blas Bon ("Default"), which  
3           states that Bon was duly served through the DMV on November 2, 2015. **Over two months**  
4           **later**, on June 22, 2016, Sanchez filed the Notice of Entry of Default. **Over 33 months later**, on  
5           March 29, 2019, Sanchez moved for a default judgment. *See* Default Judgment Application, Ex.  
6           B hereto. On June 11, 2019, the Court held a hearing on the Default Judgment Application.  
7           Plaintiff's Supplement to Application for Entry of Default Judgment ("Supplement to  
8           Application"), filed July 9, 2019, includes the Unsworn Declaration in Lieu of Affidavit Pursuant  
9           to NRS 53.045 of David J. Oliveri, M.D.<sup>2</sup> and the Unsworn Declaration in Lieu of Affidavit  
10          Pursuant to NRS 53.045 of Stan V. Smith, Ph.D.<sup>3</sup> A true and correct copy of the Supplement to  
11          Application is attached hereto as **Exhibit B** (without Oliveri Declaration exhibits).

12          On July 19, 2019, the Court issued the Default Judgment against Bon in the amount of  
13          **\$15,209,896.28** (plus \$2,759.45 in costs). Sanchez filed the Notice of Entry of Default Judgment  
14          on **July 19, 2019**. A true and correct copy of the Notice of Entry of Default Judgment is attached  
15          hereto as **Exhibit C**.

16           **D.     Dismissal of Co-Defendants**

17          On October 16, 2018, the Court issued a Stipulation and Order for Dismissal With  
18          Prejudice, executed by counsel for Sanchez and Joseph and Wilfredo. On February 7, 2019, the  
19          Court issued a Civil Order to Statistically Close Case by reason of the stipulated judgment.

20           **E.     Computation of Damages**

21          The Request for Exemption from Arbitration, served **December 21, 2015**, sets forth  
22          Sanchez's medical specials at over **\$81,027.02**. *See* Commissioner's Decision on Request for  
23          Exemption, filed January 15, 2016. Notably, Plaintiff's Initial Early Case Conference Disclosure  
24          of Witnesses and Documents Pursuant to NRCP 16.1, served almost two months later on  
25          **February 11, 2016**, sets forth Sanchez's total medical damages at only **\$26,876.42**. *See* Joint  
26          Case Conference Report, filed February 17, 2016, at Ex. 1. The Default Judgment Application

27          \_\_\_\_\_  
<sup>2</sup> Dr. Oliveri is Sanchez's retained physical medicine and rehabilitation physician and life care planner.

28          <sup>3</sup> Dr. Smith is Sanchez's retained economist.

1 filed March 29, 2019 requested the following damages:

2	• Past Medical Damages	\$465,285.01;
3	• Future Medical Damages	\$827,038.00;
4	• Past & Future Lost Wages	\$840,260.00;
5	• Past & Future Lost Household Services	\$446,334.00;
6	• Future Reduction in Value of Life	\$2,685,877.00;
7	• Past Pain & Suffering	\$2,000,000.00;
8	• Future Pain & Suffering	\$3,000,000.00;
9	• Prejudgment Interest	TBD; and
10	• Attorney's Fees and Costs	TBD
11	<b>Total:</b>	<b>\$10,264,794.01</b>

12 *See* Ex. A hereto at pp. 20-21.

## 13 **II. FACTUAL BACKGROUND**

14 1. The subject motor vehicle accident ("Accident") took place on April 28, 2015 in  
15 Clark County, Nevada. *See* Amended Complaint at ¶ 6.

16 2. The State of Nevada Traffic Accident Report ("Accident Report") lists Bon's  
17 address as 3900 Cambridge Street, Suite 106, Las Vegas, Nevada 89119 ("Cambridge Address").

18 *See* Default Judgment Application, Ex. A hereto, at Ex. 1, p. 3.

19 3. The Accident Report lists Bon's date of birth and phone number and notes that he  
20 has a Nevada driver's license. *Id.*

21 4. The Accident Report lists the owner of the vehicle Bon was driving at the time of  
22 the Accident as Hipolito Felipe Cruz ("Cruz") and Cruz's address as 4000 Abrams Avenue, Las  
23 Vegas, Nevada 89110 ("Abrams Address"). *Id.*

24 5. The Accident Report notes that Nevada Highway Patrol cited both Bon and  
25 Joseph for violation of NRS 484B.127.<sup>4</sup> *Id.* at pp. 3, 7.

26 ///

27 \_\_\_\_\_  
28 <sup>4</sup> "The driver of a vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of such vehicles and the traffic upon and the condition of the highway." NRS 484B.127(1).

6. The Voluntary Statement of Bon to Nevada Highway Patrol lists Bon's residence as the Abrams Address and Bon's employer as "South West Trees." See Default Judgment Application, Ex. A hereto, at Ex. 1.

7. South West Tree Company is located at 2901 S. Highland Drive, Las Vegas, Nevada 89109.

8. Joseph served the Cross-Claim on Bon at the Abrams Address and attempted to serve the Amended Cross-Claim on Bon at the Abrams Address. See Motion to Enlarge Time at Ex. 1, Ex. 2.

9. Clark County owns 3900 Cambridge Street, which is an office building zoned for offices and professional and business services. See Real Property Parcel Record for APN 162-15-702-011, a true and correct copy of which is attached hereto as **Exhibit D**.

10. Counsel for Sanchez and Cruz's insurer, DMA Claims Services, exchanged letters regarding the underlying claim on several occasions prior to the Default, including on June 16, 2015; July 10, 2015;<sup>5</sup> July 17, 2015;<sup>6</sup> and August 8, 2015, true and correct copies of which are attached hereto as **Exhibit E**.

11. The Certificate of Service for the Notice of Entry of Default states that counsel for Sanchez served same on Bon at the Cambridge Address via certified mail and on DeLawrence Templeton at DMA Claims Services via certified mail. See Default Judgment Application, Ex. A hereto, at Ex. 6.

12. The Certificate of Service for the Notice of Entry of Default Judgment states that counsel for Sanchez served same on Bon at the Cambridge Address via U.S. Postal Service; Sanchez's counsel did not serve DMA Claims Services. See Ex. C hereto.

13. At the April 11, 2017 hearing before the Court, counsel for Joseph stated that "Bon is very much aware of the case." See Court Minutes, a true and correct copy of which is attached hereto as **Exhibit F**.

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<sup>5</sup> The July 10 letter to Sanchez's counsel was sent without a handwritten or digital signature.

<sup>6</sup> The July 17 letter to Sanchez's counsel was sent without a handwritten or digital signature.

14. Paul D. Powell, Esq. represented Sanchez as lead counsel in the instant litigation, from the time of filing the Complaint through the stipulated dismissal of Joseph and Wilfredo; and Dennis M. Prince, Esq. represented Sanchez as lead counsel from the time of filing the Default Judgment Application to present.

15. Messner Reeves LLP represented Joseph and Wilfredo in the instant litigation, from the time of answering the Complaint through stipulated dismissal.

16. Sanchez never set forth a legal basis for an attorney's fee award in requesting a default judgment. *See* Default Judgment Application, Ex. A hereto, generally; Supplement to Application, Ex. B hereto, generally.

### III. LEGAL ARGUMENT

#### A. Legal Standard for Setting Aside a Default Judgment

As a prefatory matter, a trial court is required to consider the underlying public policy of deciding a case on the merits whenever possible. *Moseley v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 124 Nev. 654, 665-67, 188 P.3d 1136, 1144-45 (2008); *see also Scrimmer v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 116 Nev. 507, 516-17, 998 P.2d 1190, 1196 (2000) ("good public policy dictates that cases be adjudicated on their merits") (citations omitted). Keeping that sound public policy in mind, pursuant to NRCP 55(c), "[t]he court may set aside an entry of default for good cause, and it may set aside a final default judgment under Rule 60(b)." A party may move to set aside a default judgment for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
- (4) the judgment is void;
- (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or
- (6) any other reason that justifies relief.

NRCP 60(b) (emphasis added). A motion based on NRCP 60(b) must be brought "within a

1 reasonable time” and for reason (1), no more than six months after the proceeding or service of  
2 the written notice of entry of the default judgment. NRCP 60(c)(1). The primary purpose of  
3 Rule 60(b) is to redress any injustice that may have resulted and as such, it should be liberally  
4 construed to effectuate such purpose. *Nevada Indus. Dev., Inc. v. Benedetti*, 103 Nev. 360, 364,  
5 741 P.2d 802, 805 (1987) (citation omitted).

6 The court may also set aside a default judgment against a defendant who was not  
7 personally served and who has not appeared if such motion is filed within six months of service  
8 of the notice of entry. NRCP 60(d)(2). Regardless of the basis for the motion, in setting aside a  
9 default judgment, the trial court is vested with broad discretion and barring an abuse of that  
10 discretion, its determination will not be disturbed on appeal. *Rodriguez v. Fiesta Palms, LLC*,  
11 134 Nev. 654, 656, 428 P.3d 255, 257 (2018) citing *Cook v. Cook*, 112 Nev. 179, 181–82, 912  
12 P.2d 264, 265 (1996).

13 **B. The Court Should Set Aside the Default Judgment.**

14 Bon moves to set aside the Default Judgment on three separate grounds: 1) surprise and  
15 excusable neglect under NRCP 60(b)(1); 2) particular circumstances which justify relief under  
16 NRCP 60(b)(6); and 3) Sanchez’s improper service on Bon under NRCP 60(d)(2). The instant  
17 Motion is timely as Sanchez filed the Notice of Entry of Default Judgment less than six months  
18 ago (on July 19, 2019).

19 **1. Surprise & Excusable Neglect**

20 Pursuant to NRCP 60(b)(1), “the court may relieve a party or its legal representative from  
21 a final judgment, order, or proceeding for...mistake, inadvertence, **surprise, or excusable**  
22 **neglect**” (emphasis added). *Surprise* is “[a]n occurrence for which there is no adequate warning  
23 or that affects someone in an unexpected way.” SURPRISE, Black’s Law Dictionary (11th ed.  
24 2019). And *excusable neglect* is “[a] failure – which the law will excuse – to take some proper  
25 step at the proper time (esp. in neglecting to answer a lawsuit) not because of the party’s own  
26 carelessness, inattention, or willful disregard of the court’s process, but because of some  
27 unexpected or unavoidable hindrance...” NEGLECT, Black’s Law Dictionary (11th ed. 2019).  
28 In ruling on whether relief under NRCP 60(b)(1) is appropriate, the court must consider several

1 factors: (1) whether there was a prompt application to remove the judgment; (2) presence or  
2 absence of intent to delay the proceedings; (3) the moving party's knowledge of procedural  
3 requirements (or lack thereof); (4) the movant's good (or bad) faith; and (5) the public policy in  
4 favor of resolving cases on the merits. *Kahn v. Orme*, 108 Nev. 510, 513, 835 P.2d 790, 792-93  
5 (1992) citing *Yochum v. Davis*, 98 Nev. 484, 486-87, 653 P.2d 1215, 1216-17 (1982) (additional  
6 citation omitted); see also *Rodriguez*, 134 Nev. at 657, 428 P.3d at 257 citing *Yochum*  
7 (additional citation omitted).

8 Here, even assuming *arguendo* that Bon was aware of the Default filed on April 1, 2016,  
9 he would have been surprised to learn that Sanchez did not seek to obtain the Default Judgment  
10 until **three years later** (on March 29, 2019). See, e.g., *Bruno v. Schoch*, 94 Nev. 712, 714, 582  
11 P.2d 796, 797 (1978) (in suit against putative father for breach of promise to contribute to child's  
12 support, default judgment should have been vacated where mother did not seek default judgment  
13 against the putative father until almost 11 months after entry of default). Additionally, given the  
14 extent of the damage to the vehicles involved in the Accident and the fact that Sanchez did not  
15 seek medical attention at the scene, Bon would have been surprised to learn that Sanchez  
16 subsequently alleged **over \$10.2 million in damages** and was ultimately awarded **over \$15.2**  
17 **million**. Separately, as set forth in detail *infra*, the lack of proper service on Bon constitutes  
18 surprise and/or excusable neglect, thus necessitating setting aside the Default Judgment.

19 The *Yochum* factors weigh in Bon's favor as he is acting promptly to remove the  
20 judgment via the instant Motion. There was no intent to delay the proceedings as Bon was  
21 unaware of the proceedings. Bon lacked knowledge of procedural requirements as he was  
22 unrepresented during the entirety of the litigation. Bon is moving in good faith to set aside the  
23 Default Judgment. And finally, as always, public policy favors resolving cases on the merits.

## 24 2. Particular Circumstances Justify Relief

25 Pursuant to NRCP 60(b)(6), "the court may relieve a party or its legal representative from  
26 a final judgment, order, or proceeding for...any other reason that justifies relief." Rule 60(b)  
27 was amended in March of 2019 to include subsection 6. As such, there does not appear to be any  
28 case law interpreting this catchall provision for setting aside a final judgment. However, the

underlying facts and procedural posture preceding the Default Judgment in the instant litigation demonstrate a sound reason that justifies relief. The following facts, when viewed collectively, justify relief in favor of Bon:

- Other than Bon, all the parties – Sanchez, Joseph, and Wilfredo – had the adequate representation of counsel throughout the litigation.
- While Sanchez settled with Joseph and Wilfredo, the amount of the settlement (if any) was not deducted from the Default Judgment.
- Sanchez’s damages ballooned from a relatively modest \$81,027.02 pre-Default to an astonishing \$10,264,794.01 post-Default.
- Bon never had the opportunity retain his own experts or to cross-examine Sanchez’s experts, Dr. Oliveri and Dr. Smith, as to the significant damages alleged.
- There was no legal basis for the \$4,345,684.65 in attorney’s fees the Court awarded Sanchez in the Default Judgment.<sup>7</sup>
- Bon’s liability remains questionable as the Accident involved four vehicles and both Bon and Joseph were cited for “following too closely.”<sup>8</sup>
- The Amended Complaint, which was filed prior to the Default Judgment Application, does not include any charging allegations specific to Bon.<sup>9</sup>

In short, allowing the Default Judgment to stand would run counter to both Nevada’s laudable public policy of deciding cases on the merits and NRCP 60(b)’s salutary purpose of redressing injustice resulting from a final judgment.

///

<sup>7</sup> See Ex. C hereto, Default Judgment at p. 4, ll. 3-5 (“Attorneys’ fees based on a contingency fee agreement of forty percent (40%) of the total judgment award in the amount of \$4,345,684.65 (\$10,864,211.63 \* .40) pursuant to *O’Connell v. Wynn Las Vegas, LLC*, 134 Nev. Adv. Rep. 67,429 P.3d 664, 670-71 (Nev. Ct. App. 2018).”). In *O’Connell*, the Nevada Court of Appeals held that an award of attorney’s fees on the basis of a contingency fee agreement was appropriate where plaintiff obtained a more favorable verdict at trial than her offer of judgment pursuant to NRCP 68. 134 Nev. at 551-52, 429 P.3d at 666. Here, Sanchez did not serve an offer of judgment on Bon and Sanchez’s causes of action do not provide for attorney’s fees as a measure of damages.

<sup>8</sup> See Default Judgment Application, Ex. A hereto, at Ex. 1, pp. 3, 7.

<sup>9</sup> Compare Complaint at ¶ 6 (“That on April 28, 2015, in Clark County, Nevada, [Bon] caused a crash with Plaintiff. During the same sequence of events, [Joseph] also negligently crashed into Plaintiff.”) with Amended Complaint at ¶ 6 (“On April 28, 2015, in Clark County, Nevada, [Joseph] caused a crash with Plaintiff.”).



3. *Sanchez's Improper Service on Bon*

Pursuant to NRCP 60(d)(2), the court has the power to “set aside the default judgment against a defendant who was not personally served with a summons and complaint and who has not appeared in the action, admitted service, signed a waiver of service, or otherwise waived service.” Indeed, “[a] default judgment not supported by proper service of process is void and must be set aside.” *Browning v. Dixon*, 114 Nev. 213, 218, 954 P.2d 741, 744 (1998) (emphasis added) citing *Gassett v. Snappy Car Rental*, 111 Nev. 1416, 1420, 906 P.2d 258, 261 (1995); see also *Michel v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 117 Nev. 145, 17 P.3d 1003 (2001) (faulty service of process provided good cause to set aside default judgment).

a. Sanchez Did Not Attempt to Serve Amended Complaint on Bon.

The first issue with service stems from the fact that Sanchez filed the Amended Complaint (October 13, 2016) between the time the Court issued the Default (April 1, 2016) and the time the Court issued the Default Judgment (July 19, 2019). In other words, Bon's default was entered on the original Complaint, but the Court subsequently entered default judgment on the Amended Complaint. Under Nevada law, an amended complaint supersedes the original complaint and renders it nugatory. *Associated Aviation Underwriters, Inc. v. Vegas Jet, L.L.C.*, 106 F. Supp. 2d 1051, 1054 (D. Nev. 2000) citing *Randono v. Ballow*, 100 Nev. 142, 143, 676 P.2d 807, 808 (1984) (“The amended complaint in this case was a distinct pleading which superseded the original complaint.”) and *McFadden v. Ellsworth Mill & Mining Co.*, 8 Nev. 57, 60 (1872) (“The amended complaint is in itself a full, distinct, and complete pleading, and entirely supersedes the original.”).

Sanchez's Amended Complaint is the operative pleading and Sanchez had to serve Bon with same in order to enter judgment on that pleading. Pursuant to NRCP 5(a)(2), while service is usually not required on a party who is in default, “a pleading that asserts a new claim for relief against such a party must be served on that party under Rule 4” (emphasis added). The Complaint alleges “[t]hat on April 28, 2015, in Clark County, Nevada, **[Bon]** caused a crash with Plaintiff” and that “[d]uring the same sequence of events, [Joseph] also negligently crashed into Plaintiff.” *Id.* at ¶ 6 (emphases added). The Amended Complaint substitutes Joseph for Bon

1 as to the negligent act, alleging that “[o]n April 28, 2015, in Clark County, Nevada, **[Joseph]**  
2 **caused a crash with Plaintiff.**” *Id.* at ¶ 6 (emphases added). No mention whatsoever is made as  
3 to Bon’s actions (or failure to act). As to negligence, the Amended Complaint alleges that  
4 “Defendant [singular] breached that duty of care by striking Plaintiff’s vehicle on the roadway.”  
5 *Id.* at ¶ 13. The parties are left to guess as to which Defendant Sanchez is referring to. As to  
6 negligence *per se*, Sanchez alleges that “[t]he acts of Defendants **as described herein** violated  
7 the traffic laws of the State of Nevada and Clark County, constituting negligence *per se*...” *Id.* at  
8 ¶ 15 (emphasis added). Again, Bon’s acts are not described anywhere in the Amended  
9 Complaint.<sup>10</sup> As such, there is an unknown theory of negligence against Bon and thus “a new  
10 claim for relief” requiring service pursuant to NRCP 5(a)(2).

11 Therefore, the Court must set aside the void Default Judgment because it is not supported  
12 by proper service of process.

13 b. Sanchez Did Not Meet NRS 14.070’s Service Requirements.

14 The second issue with service involves the specific requirements set forth in NRS 14.070,  
15 which Sanchez attempted to utilize in serving Bon. NRS 14.070 provides a method for the  
16 service of process on operators of automobiles involved in accidents over Nevada’s public roads,  
17 streets, or highways. The operator is deemed to have appointed the Director of the Department  
18 of Motor Vehicles as attorney for service of process in any action resulting in damage or loss to  
19 person or property. NRS 14.070(1). Service is completed through the deposit of a copy of the  
20 process and the payment of the statutory fee to the Director as well as delivery by registered or  
21 certified mail of a copy of the process to the defendant at the address supplied in the accident  
22 report or the best available address. NRS 14.070(2). A return receipt signed by the defendant, or  
23 a return of the United States Postal Service stating the defendant refused to accept delivery or  
24 could not be located, or that the address is insufficient, along with the plaintiff’s affidavit of  
25

26 <sup>10</sup> NRCP 8(a) requires that a pleading stating a claim for relief must include “a short and plain statement of the claim  
27 showing that the pleader is entitled to relief.” While Nevada is a notice-pleading jurisdiction, the complaint must  
28 “set forth sufficient facts to demonstrate the necessary elements of a claim for relief so that the defending party has  
adequate notice of the nature of the claim and relief sought.” *W. States Const., Inc. v. Michoff*, 108 Nev. 931, 936,  
840 P.2d 1220, 1223 (1992) (citations omitted).

1 compliance, should be attached to the original process and returned and filed in the action in  
2 which it was issued. *Id.* The provisions of this statute apply to resident motorists who “cannot  
3 be found within [Nevada] following a crash which is the subject of [the] action for which process  
4 is served pursuant to this section.” NRS 14.070(6). Sanchez failed to meet several of the service  
5 requirements set forth in NRS 14.070.

6 i. Source of Address

7 As a prefatory matter, the Affidavit of Compliance and the Amended Affidavit of  
8 Compliance are defective in that neither states the source of the Cambridge Address, which  
9 Sanchez utilized as Bon’s “best known address.” *See* Default Judgment Application, Ex. A  
10 hereto, at Ex. 5. The affidavit of compliance by plaintiff must state the source of the address  
11 relied on by the plaintiff, and the affidavit must be based on facts and not mere conclusions.  
12 *Mitchell v. Second Judicial Dist. Court*, 82 Nev. 377, 381, 418 P.2d 994, 997 (1966). When  
13 notice is sent to the *best address* available to the plaintiff, “[a] sworn statement as to source will  
14 serve to establish the good faith of the plaintiff to give actual notice and will, to some extent,  
15 diminish the possibility of fraud.” *Id.*, 82 Nev. at 381, 418 P.2d at 997. Therefore, Sanchez’s  
16 attempted service via NRS 14.070 is deficient.

17 ii. Affirmative Duty to Search

18 In interpreting statutory service through the DMV, Nevada has held that “substitute  
19 service pursuant to NRS 14.070(2) is efficacious only if the plaintiff first demonstrates that, after  
20 due diligence, the resident defendant cannot be found within the state.” *Browning*, 114 Nev. at  
21 217, 954 P.2d at 743. In *Browning*, the Nevada Supreme Court concluded that the phrase *cannot*  
22 *be found* imposes “an affirmative obligation on a plaintiff to diligently search” for a resident  
23 motorist defendant to determine whether the defendant has, in fact, departed the state or cannot  
24 be located within the state. *Browning*, 114 Nev. at 216-17, 954 P.2d at 743. The *Browning*  
25 Court noted that “[a]ny other conclusion contravenes the plain meaning of the statute and  
26 violates the principles of procedural due process.” *Id. citing Sheriff v. Wu*, 101 Nev. 687, 689-  
27 90, 708 P.2d 305, 306 (1985) (“Where a statute may be given conflicting interpretations, one  
28 rendering it constitutional, and the other unconstitutional, the constitutional interpretation is

1 favored.”); *McKay v. Bd. of Supervisors*, 102 Nev. 644, 648, 730 P.2d 438, 441 (1986) (“words  
2 in a statute should be given their plain meaning unless this violates the spirit of the act”).

3 For example, in *Price v. Dunn*, the Nevada Supreme Court concluded that, despite the  
4 plaintiff’s attempts to discover the defendant’s address through the telephone book, inquiries at  
5 the power company, and a conversation with the defendant’s stepmother, “her actual efforts, as a  
6 matter of law, fall short of the due diligence requirement to the extent of depriving [the  
7 defendant] of his fundamental right to due process.” *Browning*, 114 Nev. at 218, 954 P.2d at 744  
8 quoting *Price*, 106 Nev. 100, 102-03, 787 P.2d 785, 786-87 (1990). Similarly, in *Gassett*, the  
9 Nevada Supreme Court concluded that plaintiff’s attempts to locate the defendant solely through  
10 one visit to an old address and service via publication, despite knowledge of defendant’s counsel,  
11 failed to demonstrate due diligence and thus, the default judgment was void. 111 Nev. at 1420,  
12 906 P.2d at 261. Because “[w]here other reasonable methods exist for locating the whereabouts  
13 of a defendant, plaintiff should exercise those methods.” *Browning*, 114 Nev. at 218, 954 P.2d at  
14 744 quoting *Price*, 106 Nev. at 103, 787 P.2d 787.

15 Here, Sanchez’s attempted service through the DMV presupposes that a diligent effort  
16 has been made to locate Bon. However, the process server’s Declaration of Diligence fails to  
17 identify the person who told him the Cambridge Address was Bon’s mailing address. See  
18 Default Judgment Application, Ex. A hereto, at Ex. 4. There was no attempt to contact Cruz, the  
19 owner of the vehicle Bon was driving, despite the fact that Cruz’s address was set forth in the  
20 Accident Report. See Default Judgment Application, Ex. A hereto, at Ex. 1. Nor was there an  
21 attempt to contact DMA, despite the fact that Sanchez’s counsel had previously corresponded  
22 with DMA in June, July, and August of 2015. See Correspondence, Ex. E hereto.

23 Clarke, Sanchez’s process server, only attempted service once, at the Cambridge  
24 Address, which is an office building where family services/faith ministries are located. See  
25 Default Judgment Application, Ex. A hereto, at Ex. 4. Clarke did not attempt service the Abrams  
26 Address or Bon’s place of work, despite knowledge of both. See Default Judgment Application,  
27 Ex. A hereto, at Ex. 1. Unlike Joseph, Sanchez did not move for additional time to serve Bon.  
28 Additionally, Clarke provided no backup documentation regarding the purported searches of the

1 Clark County Assessor's Office, Clark County voter registration, "local phone search,"  
2 registered vehicle search through Nevada DMV, and "Premium Finder." And Clarke provided  
3 no description as to what "Premium Finder" entails.

4 Therefore, Sanchez did not satisfy the duty to search diligently for Bon in Nevada prior to  
5 resorting to statutory service.

6 iii. Proof of Mailing

7 Another deficiency is apparent given that service requires "a return receipt signed by the  
8 defendant or a return of the United States Postal Service stating that the defendant refused to  
9 accept delivery or could not be located, or that the address was insufficient." NRS 14.070(2).  
10 Bon did not sign a return receipt as he did not receive the certified mail containing the Summons  
11 and Complaint. The U.S. Postal Service returned the certified mail Sanchez sent to the  
12 Cambridge Address as "Unclaimed." See Default Judgment Application, Ex. A hereto, at Ex. 5.  
13 There is no indication that: 1) Bon refused to accept delivery or could not be located; or 2) that  
14 the Cambridge Address was insufficient. Indeed, the *Return to Sender* stamp on the envelope  
15 could have indicated as much, as it includes the following additional options, none of which  
16 were checked:

- 17 • Undeliverable as Addressed;
- 18 • Moved, Left No Address;
- 19 • Refused;
- 20 • Attempted, Not Known;
- 21 • No Such Street;
- 22 • No Such Number;
- 23 • No Receptacle;
- 24 • Deceased; and
- 25 • Vacant.

26 Therefore, service is also insufficient because Sanchez did not meet this additional  
27 requirement.

28 ///

iv. Relations with Opposing Counsel

Finally, Nevada Rule of Professional Conduct 3.5A states that “[w]hen a lawyer knows or reasonably should know the identity of a lawyer representing an opposing party, he or she should not take advantage of the lawyer by causing any default or dismissal to be entered without first inquiring about the opposing lawyer’s intention to proceed.” Sanchez’s counsel communicated directly with DMA on several occasions. *See* Correspondence, Ex. E hereto. Additionally, the Certificate of Service for the Notice of Entry of Default indicates that the filing was served via certified mail to DeLawrence Templeton at DMA Claims Services. *See* Default Judgment Application, Ex. A hereto, at Ex. 6. Thus, while Bon was not yet represented by counsel *per se*, Sanchez certainly violated the spirit of NRPC 3.5A in causing the Default to be entered against Bon without first inquiring of DMA’s intention to retain counsel for Bon.

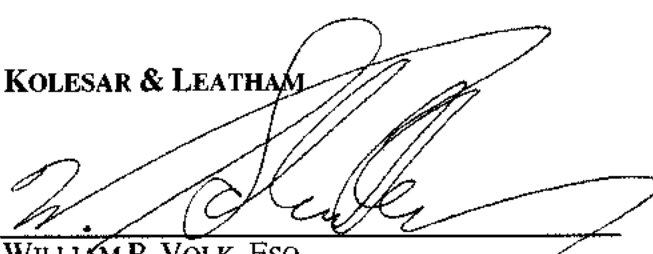
IV. CONCLUSION

Based on the foregoing, the Court should set aside the Default Judgment and order a trial on the merits.

DATED this 17<sup>th</sup> day of January, 2020.

KOLESAR & LEATHAM

By

  
WILLIAM P. VOLK, ESQ.  
Nevada Bar No. 006157  
WILLIAM D. SCHULLER, ESQ.  
Nevada Bar No. 011271  
400 South Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145

Attorneys for Defendant,  
BLAS BON

**CERTIFICATE OF SERVICE**

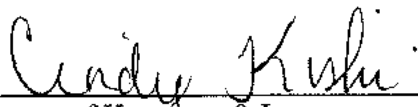
I hereby certify that I am an employee of Kolesar & Leatham, and that on the 17<sup>th</sup> day of January, 2020, I caused to be served a true and correct copy of the foregoing **MOTION TO SET ASIDE DEFAULT JUDGMENT** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that Court's facilities to those parties listed below.

Party: Diane Sanchez - Plaintiff  
E Service eservice@egletlaw.com

Other Service Contacts

Bernita Lujan .	blujan@messner.com
Dana Marcolongo .	dana@tplf.com
Jenny Marimberga .	jenny@tplf.com
Kimberly Shonfeld .	kshonfeld@messner.com
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Tracey Zastrow	tzastrow@messner.com

  
An Employee of KOLESAR & LEATHAM

# **Exhibit A**

(Plaintiff Diane  
Sanchez's Application  
for Entry of Default  
Judgment)



*Steven D. Grierson*

1 **APPL**  
2 **DENNIS M. PRINCE, ESQ.**  
3 Nevada Bar No. 5092  
4 **TRACY A. EGLET, ESQ.**  
5 Nevada Bar No. 6419  
6 **KEVIN T. STRONG, ESQ.**  
7 Nevada Bar No. 12107  
8 **EGLET PRINCE**  
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12 Fax: 702-450-5451  
13 Email: [eservice@egletlaw.com](mailto:eservice@egletlaw.com)  
14 Attorneys for Plaintiff  
15 *Diane Sanchez*

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 **DIANE SANCHEZ,**

19 **Plaintiff,**

20 **vs.**

21 **BLAS BON, individually; JOSEPH ACOSTA,**  
22 **individually; WILFREDO ACOSTA,**  
23 **individually; DOES I-X and ROE**  
24 **CORPORATIONS I-X, inclusive,**

25 **Defendants.**

CASE NO.: A-15-722815-C  
DEPT. NO.: XXV

**PLAINTIFF DIANE SANCHEZ'S  
APPLICATION FOR ENTRY OF  
DEFAULT JUDGMENT**

**HEARING REQUESTED**

26 Plaintiff DIANE SANCHEZ, by and through her attorneys of record, DENNIS M.  
27 PRINCE, ESQ., TRACY A. EGLET, ESQ., and KEVIN T. STRONG, ESQ. of **EGLET**  
28 **PRINCE**, hereby moves this Honorable Court for Entry of Default Judgment pursuant to NRCP  
55(b)(2), in favor of Plaintiff DIANE SANCHEZ and against Defendant BLAS BON, jointly  
and severally, as set forth herein.

This Application is made on the grounds that a Default has been entered against said  
Defendant for failure to answer or otherwise respond to the Complaint after being properly  
served with the Summons and Complaint and that said Defendant is not in the military service of  
the United States, nor is he an infant or incompetent person.

NBIS 000284

1 This Application is based upon the following Memorandum of Points and Authorities,  
2 the affidavit of Dennis M. Prince, Esq., attached hereto, the Exhibits attached hereto, the  
3 pleadings on file in this matter, and any further information this Court deems necessary.

4 Dated this 29<sup>th</sup> day of March, 2019.

6 **EGLET PRINCE**

7  
8  
9  
10 

DENNIS M. PRINCE, ESQ.  
Nevada Bar No. 5092  
TRACY A. EGLET, ESQ.  
Nevada Bar No. 6419  
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Attorneys for Plaintiff  
*Diane Sanchez*

MEMORANDUM OF POINTS AND AUTHORITIES

I.

FACTUAL BACKGROUND

This case stems from a motor vehicle collision involving four cars that occurred on April 28, 2015 on Interstate 15 in Las Vegas, Nevada. Plaintiff Diane Sanchez ("Sanchez") traveled northbound on Interstate 15 in a 1995 BMW 325i sedan behind non-party Donna Evans ("Evans") in the #5 travel lane. See Traffic Accident Report, at pp. 1, 5, attached as Exhibit "1." Defendant Blas Bon ("Bon") drove a 1997 Dodge Ram 2500 pickup truck directly behind Diane. *Id.* at pp. 1, 3. Bon hauled two wheelbarrows in the back of the truck at the time. See color photographs of Bon's truck, collectively attached as Exhibit "2." Sanchez slowed her vehicle down for traffic that was ahead. See Exhibit "1," at p. 1. In response, Bon veered hard to the left to avoid striking the back of Sanchez's vehicle, but still struck the left side portion of Sanchez's rear bumper with the right front end of his truck. *Id.* Bon's truck eventually came to a rest in the #4 travel lane. Former Defendant Joseph Acosta ("Acosta"), who drove a 1997 BMW528i directly behind Bon, was unable to slow his vehicle down and also struck the rear-end of Diane's car. *Id.* at pp. 1, 7. As a result of the second impact, Sanchez's vehicle struck the rear-end of non-party Evans's vehicle. *Id.* at p. 1. Sanchez's vehicle sustained substantial damage to both the front end and back end as a result of the subject collision. See color photographs of Sanchez's vehicle damage, collectively attached as Exhibit "3."

A. Procedural History

On August 7, 2015, Sanchez filed her Complaint against Bon and Acosta. On October 20, 2015, Sanchez filed her Affidavit of Due Diligence wherein her process server describes his failed efforts to personally serve Bon with the Summons and Complaint at his last known address on September 22, 2015. See 10/20/15 Affidavit of Due Diligence, attached as Exhibit "4." On March 29, 2016, Sanchez filed her Amended Affidavit of Compliance wherein she confirms that Bon was served with the Summons and Complaint through the Nevada Department of Motor Vehicles pursuant to NRS 14.070 on November 2, 2015. See 3/29/16 Amended Affidavit of Compliance, attached as Exhibit "5;" see also, Nev. Rev. Stat. 14.070. On November 9, 2015, Sanchez sent, via certified mail, copies of the Summons, Complaint, traffic

1 accident report, and DMV letter confirming proof of service, to Bon's last known address: 3900  
2 Cambridge Street, Suite 106, Las Vegas, Nevada 89119. *Id.* at p. 2. This package was returned  
3 to Sanchez on November 12, 2015 because it went unclaimed. *Id.* On April 1, 2016, the district  
4 court entered Default against Bon resulting from his failure to file an answer to Sanchez's  
5 Complaint or to otherwise appear in the action within twenty days of service. *See* 4/1/16  
6 Default, attached as Exhibit "6." On October 16, 2018, Sanchez and Acosta filed their  
7 Stipulation and Order for Dismissal with Prejudice following their confidential settlement of  
8 Sanchez's claims.

9 **B. Liability**

10 Bon failed to file his Answer to Sanchez's Complaint. Accordingly, there is no factual or  
11 legal dispute that Bon breached the duty of care owed to Sanchez when he caused his pickup  
12 truck to strike her vehicle from behind. Bon also does not dispute that his negligence caused  
13 Sanchez to suffer severe and debilitating injuries as described below.

14 **C. Nature and Extent of Sanchez's Injuries**

15 ***1. Align Chiropractic***

16 On April 29, 2015, Sanchez presented to Ryan Kissling, D.C. with complaints of neck  
17 pain, mid-back pain, low back pain, and hand pain. Sanchez also later complained of numbness  
18 in her neck and mid-back that radiated down to both arms and headaches. Sanchez underwent a  
19 course of chiropractic care through May 22, 2015. At the time of her last visit, Sanchez's  
20 diagnoses were: (1) Cervical disc displacement with myelopathy, (2) Pain in her hand; (3)  
21 Thoracic sprain, (4) Lumbar sprain; and (5) Myalgia and myositis.

22 ***2. Family Doctors of Green Valley***

23 On May 6, 2015, Sanchez presented to Ravi Ramanathan, M.D. with complaints of  
24 headaches, neck pain, shoulder pain, mid-back pain, low back pain, and numbness and tingling  
25 in both of her hands. Dr. Ramanathan physically examined Sanchez and reached the following  
26 diagnoses: (1) Concussion with no loss of consciousness, (2) Cervicalgia, (3) Post-Concussion  
27 syndrome, (4) Acute pain due to trauma, (5) Headache, (6) Insomnia, (7) Lumbago, (8) Mixed  
28 disorders as reaction to stress, (8) Muscle spasms, (9) Unspecified backache, and (10)  
Unspecified myalgia and myositis. Dr. Ramanathan prescribed Flexeril and Celexa to Sanchez.

1 advised that she continue with her chiropractic care, and to follow up in three weeks.

2 On May 19, 2015, Sanchez followed up with Dr. Ramanathan. She made the same pain  
3 complaints as of the date of her last visit and reported new complaints that her lumbar pain  
4 radiated into both of her legs. Dr. Ramanathan included radiculopathy of Sanchez's arms and  
5 legs to his diagnoses. Dr. Ramathan prescribed Soma, Prednisone, and Norco to Sanchez,  
6 recommended that she continue to undergo chiropractic care, and to follow up with him. Dr.  
7 Ramanathan also referred Sanchez to Yevgeniy Khavkin, M.D., a neurosurgeon.

8 On July 21, 2015, Sanchez returned to Family Doctors of Green Valley and treated with  
9 Yaakov David Kotlarsky, PA-C. At this visit, she received clearance for her scheduled cervical  
10 spine surgery.

11 On August 6, 2015, Sanchez returned to Family Doctors of Green Valley and treated with  
12 Beraldo Vazquez, M.D. This was Sanchez's first follow-up visit since her July 27, 2015 cervical  
13 spine surgery. Sanchez's main complaint was pain in her right forearm radiating up to her right  
14 shoulder. She also complained of pain in her cervical spine related to her cervical spine surgery.  
15 Dr. Vazquez prescribed pain medications and muscle relaxants to Sanchez. He also prescribed  
16 Sanchez with a refill of Celexa to help manage her stress. He recommended that she follow up  
17 in one month.

18 On August 21, 2015, Sanchez followed up with Dr. Vazquez and complained of neck  
19 pain and mid-back pain. He noted that Sanchez's neck pain was improving and that her  
20 symptoms of radiculopathy resolved. He refilled her pain medication prescription, Celexa  
21 prescription, and advised that she follow up for a reassessment.

### 22 *3. Clifford Tao, M.D.*

23 On June 2, 2015, Dr. Tao performed a second opinion interpretation of Sanchez's lumbar  
24 spine MRI. Dr. Tao concluded the MRI revealed mild facet osteoarthritis at L5-S1 and A  
25 degenerated disc at L1-2.

### 26 *4. Khavkin Clinic*

27 On June 4, 2015, Sanchez began treatment with Yevgeniy Khavkin, M.D. for a  
28 neurosurgical evaluation to address her ongoing cervical spine pain. Dr. Khavkin performed a  
physical examination of Sanchez and reviewed her cervical spine MRI that she underwent on

May 9, 2015. Dr. Khavkin concluded that Sanchez was developing cervical myelopathy due to a large cervical disc herniation with spinal cord compression. Based on Sanchez's symptoms and the significant findings on her MRI, Dr. Khavkin recommended Sanchez undergo surgery consisting of anterior cervical decompression and fusion at C6-7.

On July 2, 2015, Sanchez returned to Dr. Khavkin to inform him that she wished to proceed with the surgery. Dr. Khavkin referred Sanchez to undergo surgical clearance.

On July 23, 2015, Dr. Khavkin performed a pre-op evaluation of Sanchez. He recommended the implantation of a bone growth stimulator to achieve a better clinical outcome and to improve the fusion rate.

On July 27, 2015, Sanchez underwent cervical spine surgery with Dr. Khavkin. Sanchez's pre-operative diagnoses were: (1) cervical stenosis and (2) cervical myeloradiculopathy. Dr. Khavkin performed the following cervical surgery: (1) Anterior approach to the partial C6 and partial C7 corpectomies with a decompression of spinal cord and the nerve roots, (2) Placement of the biomechanical device using Alphatec peek cage at the C6-7 level interbody arthrodesis at the C6-7 level using spinal using Grafton mixed with autograft, and (3) Placement of the anterior cervical plate using spinal USA cervical plate to the C6-7 level. Sanchez underwent this surgery at Centennial Hills Hospital and was discharged on July 28, 2015.

On August 27, 2015; and October 8, 2015, Sanchez followed up with Ippei Takagi, M.D. of Dr. Khavkin's office. She reported improvement in her neck pain symptoms, but Dr. Takagi recommended she start physical therapy. Sanchez reported some lumbar spine pain complaints and Dr. Takagi recommended she undergo a lumbar spine MRI.

On November 17, 2015, Sanchez followed up with Dr. Takagi. Dr. Takagi informed her that there may be a pars defect at L5-S1 and recommended she undergo a CT scan to confirm. He recommended that she continue with nonoperative treatments for her low back including physical therapy and injections.

On December 8, 2015, Sanchez followed up with Dr. Takagi. Dr. Takagi noted that Sanchez's pre-operative pain complaints on the right side of her neck resolved, but she still experienced residual pain on the left side of her neck. Sanchez told Dr. Takagi she may undergo

possible pain injections to her cervical spine. Dr. Takagi reiterated his desire for a lumbar spine CT scan. He advised Sanchez to undergo the procedure and to follow up with him in three months.

On January 7, 2016, Sanchez followed up with Dr. Khavkin. She reported her neck pain and right arm pain essentially resolved, but that she had pain in her left forearm. She also reported significant pain in her low back. Dr. Khavkin recommended repeat radiological imaging and a nerve conduction study of the upper extremities.

On March 31, 2016, Sanchez returned to Dr. Khavkin with continued complaints of discomfort in her left arm. Dr. Khavkin recommended she continue with physical therapy.

On September 1, 2016, Sanchez returned to Dr. Khavkin with complaints of left-sided neck pain and upper extremity complaints. Dr. Khavkin recommended Sanchez undergo new imaging of her cervical spine and an EMG nerve conduction study of her upper extremities.

On October 13, 2016, Sanchez returned to Dr. Khavkin and continued to complain of pain in her left arm. Dr. Khavkin recommended Sanchez continue with conservative care.

##### **5. Centennial Hills Hospital Medical Center**

On July 27, 2015, Sanchez underwent her cervical spine surgery with Dr. Khavkin at Centennial Hills Hospital Medical Center. She remained hospitalized for a day and was discharged on July 28, 2015.

##### **6. Monitoring Associates/Neuromonitoring Associates**

Simon Farrow, M.D. monitored Sanchez's sensory system during the cervical spine surgery that Dr. Khavkin performed on July 28, 2015.

##### **7. Wellhealth Life and Wellness Center**

This entity provided Dr. Khavkin with the hardware that was placed in Sanchez's cervical spine during her surgery.

##### **8. Orthopedic Motion**

Orthopedic Motion provided medical services in relation to Sanchez's cervical spine surgery.

...

9. *Interventional Pain & Spine Institute*

On September 3, 2015, Sanchez began treatment with Hans Jorg Rosler, M.D. She presented with chief complaints of neck pain and headaches. Dr. Rosler's diagnoses were post-operative neck pain and headaches and mechanical lumbar discomfort. He prescribed Sanchez with Norco and Robaxin for the pain and advised her to follow up with him in two to three weeks.

On September 24, 2015, Sanchez returned to Dr. Rosler with primary complaints of neck pain and low back pain. Based on her complaints, Dr. Rosler determined the Robaxin was not providing adequate antispasmodic therapy. In response, he prescribed her Soma and refilled her Norco prescription. He advised that she return to his care in four weeks.

On October 29, 2015, Sanchez returned to Dr. Rosler's office and treated with his PA, Steve Olenchak. She complained of continued neck and interscapular pain with numbness to her left upper extremity and hand and low back pain with intermittent left lower extremity numbness and tingling. Mr. Olenchak switched Sanchez's Norco prescription to Dilaudid and advised she follow up in two to three weeks for re-evaluation.

On November 17, 2015, Sanchez followed up with Annemarie Gallagher, M.D. of Dr. Rosler's office. She made the same pain complaints, was prescribed a new pain medication, advised to continue with physical therapy, and to follow up in three weeks for reevaluation.

On December 9, 2015, Sanchez returned to Dr. Gallagher and complained of left-sided cervical spine pain with numbness and tingling radiating into her left hand, particularly the third through fifth digits. Dr. Gallagher recommended that Sanchez undergo a left C7 nerve block injection.

On January 7, 2016, Sanchez returned to PA Olenchak for re-evaluation. PA Olenchak switched Sanchez back to Dilaudid, refilled her Soma prescription and advised that she take stool softeners.

On February 2, 2016, Sanchez returned to Dr. Gallagher, who discontinued Sanchez's prescription for Dilaudid and switched her back to Norco.

On March 3, 2016, Sanchez returned to Dr. Gallagher. Dr. Gallagher refilled Sanchez's prescriptions for Norco and Soma, recommended she take stool softeners, and advised that she



1 continue with physical therapy.

2 On April 4, 2016, Sanchez returned to Dr. Gallagher. She complained of ongoing left-  
3 sided neck pain radiating into her left hand, particularly the fourth digit. Dr. Gallagher  
4 recommended Sanchez undergo the C7 nerve block injection.

5 On April 19, 2016, Sanchez returned to Dr. Gallagher and underwent a left C7 selective  
6 nerve root block injection at Surgical Arts Center. Sanchez's reported pain level of 7/10  
7 changed to 0/10 immediately after the procedure.

8 On May 5, 2016, Sanchez returned to Dr. Gallagher and rated her neck pain and left  
9 upper extremity pain at 4/10 on the pain scale. She also complained of increased low back pain.  
10 Dr. Gallagher recommended Sanchez continue with her medication management and physical  
11 therapy and to follow up with her in four weeks.

12 On June 16, 2016, Sanchez returned to Dr. Gallagher with complaints of increased left-  
13 sided low back pain that radiated down into her left lower extremity. Sanchez reported her neck  
14 and left upper extremity symptoms continued to improve. Dr. Gallagher recommended Sanchez  
15 continue with her medication management and to return for further care.

16 On July 5, 2016, Sanchez underwent a left-sided transforaminal epidural steroid injection  
17 at L4-5 with Dr. Gallagher at Surgical Arts Center. Sanchez's reported pain level changed from  
18 4/10 to 0/10 immediately after the procedure.

19 On July 13, 2016, Sanchez returned to Dr. Gallagher's care and reported 60% pain relief in  
20 her lumbar spine after the previous injection procedure. However, Sanchez complained of  
21 bilateral upper and lower extremity pain associated with heaviness. Dr. Gallagher made the same  
22 recommendations to Sanchez regarding medication management.

23 On July 21, 2016, Sanchez returned to Dr. Gallagher's care and complained of weakness  
24 along the left side of her body that she especially felt during exercises. Sanchez denied any new  
25 symptoms since her last visit. Dr. Gallagher recommended Sanchez continue with the same pain  
26 medications and also administered a Toradol injection for improved pain relief.

27 On August 16, 2016, Sanchez presented to Carrie Dardine, PA-C, of Dr. Rosler's office.  
28 Sanchez complained of neck pain, left arm pain, mid-back pain, and low back pain. Sanchez  
experienced relief in her low back for approximately two weeks after the injection, but the pain

1 later returned with greater intensity. PA Dunham recommended Sanchez continue with her  
2 course of pain medications and physical therapy. She also referred Sanchez back to Dr. Khavkin  
3 for evaluation of cervical discogenic pain and discogenic low back pain.

4 On September 13, 2016, Sanchez returned to PA Olenchak with complaints of neck pain,  
5 left arm pain, mid-back pain, and low back pain. PA Olenchak recommended she continue  
6 physical therapy and medication management.

7 On October 11, 2016, Sanchez returned to Dr. Rosler with complaints of neck pain that  
8 radiated into her left arm, mid-back pain, and low back pain. Dr. Rosler refilled Sanchez's  
9 prescriptions for Norco, Soma, and Cymbalta. He also asked her to return in four weeks  
10 following her repeat electrodiagnostic testing with Dr. Oliveri.

11 On October 19, 2016, Sanchez returned to Dr. Rosler with complaints of neck pain, left  
12 upper extremity pain, and low back pain. Sanchez reported that her surgeon, Dr. Khavkin,  
13 recommended repeat cervical and lumbar injections. Dr. Rosler recommended Sanchez undergo  
14 a second left C7 selective nerve root block and a separate left L4-5 transforaminal epidural  
15 steroid injection. Dr. Rosler also recommended Sanchez continue with her medication  
16 management.

17 On October 26, 2016, Sanchez underwent her repeat left C7 selective nerve root block  
18 with Dr. Rosler. Sanchez's reported pain level went from 7/10 before the procedure to 0/10  
19 immediately after the procedure.

20 On November 7, 2016, Sanchez underwent her repeat left L4-5 transforaminal epidural  
21 steroid injection with Dr. Rosler. Sanchez's reported pain score went from 6/10 before the  
22 procedure to 0/10 immediately after the procedure.

23 On November 15, 2016, Sanchez returned to Dr. Rosler for follow-up after her injections.  
24 Sanchez reported neck pain complaints that she rated at 3/10 on the pain scale and low back pain  
25 that she also rated at 3/10 on the pain scale. She felt that her pain improved after the injections.  
26 Dr. Rosler recommended she continue with her medications for pain and to follow up in four  
27 weeks.

28 On December 14, 2016, Sanchez returned to Dr. Rosler with continued improved pain  
complaints in her cervical spine and lumbar spine. She was concerned that her lumbar

1 discogenic pain might return as it happened previously. She reported Dr. Oliveri recommended  
2 she undergo implantation of a lumbar trial spinal cord stimulator. Dr. Rosler also recommended  
3 a trial lumbar spinal cord stimulator if the lumbar pain symptoms returned. He requested  
4 Sanchez receive a psychological evaluation prior to implantation of the trial stimulator.

5 On January 10, 2017, Sanchez returned to Dr. Rosler with complaints of increased lower  
6 back pain with bilateral radiating pain in her lower extremities. She also complained of neck  
7 pain and left upper extremity radiating pain. Sanchez was psychologically cleared to undergo  
8 her trial lumbar spinal cord stimulator, which was scheduled. Dr. Rosler also recommended  
9 Sanchez continue to manage her pain with medications.

10 On February 7, 2017, Sanchez returned to Dr. Rosler with complaints of neck pain  
11 radiating down to her left arm and hand and low back pain. Dr. Rosler recommended that  
12 Sanchez proceed with cervical spinal cord stimulator trial after following up with Dr. Khavkin.  
13 Dr. Rosler also refilled her medications for Norco, Flexeril, and Cymbalta.

14 On March 7, 2017, Sanchez returned to Dr. Rosler. She complained of neck pain  
15 radiating into her left arm and low back pain. Dr. Rosler planned to schedule an epidural steroid  
16 injection at L4-5, but he decided to delay that injection and proceed with a discogram of the  
17 lumbar spine at the recommendation of Jason E. Garber, M.D.

18 On March 20, 2017, Sanchez returned to Dr. Rosler and underwent a lumbar discogram  
19 at L3-S1. Sanchez's preoperative diagnoses included mechanical lumbar pain with discogenic  
20 mediated symptomatology. The discogram revealed positive provocation at L4-5 with  
21 concordant pain upon stimulation and a negative study at L3-4 and L5-S1.

22 On March 28, 2017, Sanchez returned to Dr. Rosler with complaints of neck pain that  
23 radiated into her left hand with numbness and low back pain radiating down to her buttocks.  
24 Sanchez reported that Dr. Garber recommended she undergo lumbar surgery. Dr. Rosler  
25 recommended Sanchez to follow up with Dr. Garber.

26 On April 6, 2017, Sanchez returned to Dr. Rosler with complaints of neck pain radiating  
27 into her left upper extremity and low back pain with numbness in both legs while using the  
28 restroom. Dr. Rosler refilled Sanchez's prescriptions for Norco, Flexeril, and Cymbalta and  
advised that she follow up with him in four weeks.

On May 4, 2017, Sanchez followed up with Andrew Hall, M.D. of Dr. Rosler's office with complaints of neck and low back pain. Dr. Hall refilled Sanchez's prescriptions and gave her a sample of Lorazone. He recommended she follow up with him in four weeks.

On June 1, 2017, Sanchez followed up with Dr. Hall. She complained of neck and low back pain. She told Dr. Hall that her lumbar disc replacement surgery was scheduled for June 22, 2017. Dr. Hall refilled her prescriptions and advised she follow up in four weeks.

On June 20, 2017, Sanchez returned to Dr. Hall with complaints of neck pain and low back pain. Dr. Hall refilled her prescriptions and advised she follow up in four weeks.

On July 18, 2017, Sanchez followed up with Dr. Hall. She complained of neck pain and low back pain. She reported gradual improvement of her low back pain following her L4-5 fusion surgery with Dr. Garber. Dr. Hall refilled her prescriptions and advised she follow up in four weeks.

On August 17, 2017, Sanchez returned to Dr. Hall and complained of decreased neck pain and intermittent low back pain with constant left hip pain. She reported that Dr. Garber referred her to an orthopedic specialist to address the left hip pain. Dr. Hall decreased the frequency of Sanchez's dosage for Norco, refilled her remaining prescriptions, and advised that she follow up in four weeks.

On September 14, 2017, Sanchez returned to Dr. Hall with complaints of neck pain rated at 3-4/10 on the pain scale, intermittent low back pain rated at 5/10 on the pain scale, and constant left hip pain. Dr. Hall continued with the decreased dosage frequency for Sanchez's Norco prescription, refilled her Flexeril, and Cymbalta prescriptions, and prescribed Meloxicam. He advised that she follow up in four weeks.

On October 19, 2017, Sanchez returned to Dr. Rosler with neck pain rated at 2/10 on the pain scale and intermittent low back pain rated at 4/10 on the pain scale with left hip tightness. She reported that her start date for physical therapy was soon. Dr. Rosler refilled Sanchez's prescriptions, awaited her response to physical therapy, and advised that she follow up in four weeks.

On November 17, 2017, Sanchez returned to Dr. Hall with complaints of neck pain rated at 2/10 on the pain scale and low back pain rated at 4/10 on the pain scale with left hip region

1 tightness. Sanchez continued with her physical therapy at the time of this visit. Dr. Hall refilled  
2 Sanchez's prescriptions, recommended she continue with physical therapy, and advised that she  
3 follow up in one to two months.

4 On January 4, 2018, Sanchez returned to Dr. Rosler. She complained of neck discomfort  
5 rated at 2-3/10 on the pain scale and intermittent low back pain rated at 2-3/10 on the pain scale.  
6 She also continued to feel left hip region tightness. Sanchez felt that her pain improved, and she  
7 weaned herself off Norco. Dr. Rosler filled Sanchez's prescriptions for Flexeril, Cymbalta, and  
8 Meloxicam and advised her to follow up as needed.

9 On April 24, 2018, Sanchez returned to Dr. Hall and reported neck pain rated at 1-2/10  
10 on the pain scale and low back pain rated at 4-5/10 on the pain scale. Dr. Hall refilled Sanchez's  
11 prescription for Flexeril, he started a prescription for Robaxin, and increased her Cymbalta  
12 dosage. Sanchez also continued to take Meloxicam. He advised that she follow up with Dr.  
13 Garber if low back symptoms persist or worsen and to follow up with him in two to three  
14 months.

#### 15 ***10. PBS Anesthesia***

16 PBS Anesthesia provided the anesthesia services for various interventional pain  
17 management injections Sanchez underwent with Dr. Rosler on April 19, 2016; and July 5, 2016.

#### 18 ***11. Surgical Arts Center***

19 Sanchez underwent her interventional pain management injections and lumbar  
20 discography procedure with Dr. Rosler at Surgical Arts Center.

#### 21 ***12. Rapid Rehab***

22 On November 11, 2015, Sanchez presented to Rapid Rehab for physical therapy. She  
23 complained of pain in her thoracic region, intermittent cervical spine pain, and numbness and  
24 tingling in her left upper extremity and left lower extremity. Sanchez received various physical  
25 therapy treatments to the areas of her body that were painful. She was formally discharged from  
26 care on February 13, 2016.

#### 27 ***13. David J. Oliveri, M.D.***

28 On January 25, 2016, Sanchez underwent electrodiagnostic testing for her upper  
extremity with Dr. Oliveri. The testing came back normal.

1 On October 12, 2016, Sanchez underwent repeat electrodiagnostic testing for her upper  
2 extremity with Dr. Oliveri. The testing came revealed no evidence for a left cervical  
3 radiculopathy, neuropathy, plexopathy, or polyneuropathy.

4 ***14. Louis Mortillaro, Ph.D.***

5 On January 3, 2017, Sanchez underwent clinical pre-surgical psychological testing with  
6 Dr. Mortillaro. Dr. Mortillaro confirmed that Sanchez was psychologically allowed to undergo  
7 the trial spinal cord stimulator procedure so long as she received a better understanding of the  
8 surgical details.

9 ***15. Jason E. Garber, M.D. – Western Regional Center for Brain & Spine Surgery***

10 On March 11, 2017, Sanchez presented to Jason E. Garber, M.D. with complaints of neck  
11 pain and low back pain with intermittent lower extremity radiculopathy. Dr. Garber diagnosed  
12 Sanchez with a bulge of her cervical disc without myelopathy and ordered a CAT scan of her  
13 cervical spine. He also noted that Sanchez was a candidate for bilateral nerve root block  
14 injections at L4-5.

15 On March 23, 2017, Sanchez followed up with Dr. Garber following her discogram. She  
16 complained of ongoing low back pain with intermittent lower extremity radiculopathy. Dr.  
17 Garber recommended that Sanchez undergo either total disc replacement surgery at L4-5 or  
18 anterior lumbar interbody fusion at L4-5 because she failed conservative care and the results of  
19 her discogram justified her need for surgery.

20 On March 7, 2017. Sanchez followed up with Dr. Garber with additional questions  
21 regarding lumbar surgery. She expressed her desire to proceed with surgery.

22 On June 22, 2017, Sanchez underwent artificial disc replacement surgery at L4-5 with  
23 Dr. Garber. Sanchez's preoperative diagnoses were: (1) L4-5 herniated disc; (2) internally  
24 disrupted disc; (3) axial mechanical back pain, and (4) lower extremity radiculopathy. There  
25 were no complications during surgery.

26 On July 11, 2017, Sanchez followed up with Dr. Garber. Dr. Garber noted that the  
27 incision remained intact without any erythema or drainage. He recommended Sanchez obtain x-  
28 rays of her lumbar spine and then return to his care.

On August 17, 2017, Sanchez returned to Dr. Garber for her second post-operative appointment. Sanchez reported nearly 100% improvement in her pain compared to her preoperative state but noted some pain with external rotation of her left hip. Dr. Garber recommended she follow up with him in two months.

On October 12, 2017, Sanchez followed up with Dr. Garber. She reported a new onset of low back pain with intermittent left lower extremity radiculopathy during exercise and stretching. She was previously 80% improved from her preoperative state. Dr. Garber prescribed Sanchez a Medrol Dosepack for inflammation, recommended physical therapy and Pilates, and advised she follow up in six weeks.

#### ***16. MML Physical Therapy***

On November 2, 2017, Sanchez began physical therapy following her lumbar spine surgery at the recommendation of Dr. Garber. She underwent various manual intervention therapies including soft tissue mobilization, electrical stimulation, moist hot packs, and exercise activities. Sanchez underwent ten physical therapy sessions from November 2, 2017 through December 21, 2017.

#### ***17. Dura Medic, LLC***

Following Sanchez's lumbar spine surgery, she was prescribed a lumbar sacral corset through Dura Medic, LLC.

#### ***18. Surgical Anesthesia Services***

This provider administered the necessary anesthesia services for Sanchez's lumbar spine surgery with Dr. Garber on June 22, 2017.

#### ***19. General Vascular Specialists***

On June 22, 2017, Earl Cottrell, M.D. provided vascular surgical treatment associated with Sanchez's lumbar spine surgery with Dr. Garber.

#### ***20. Valley Hospital Medical Center***

On June 22, 2017, Sanchez underwent her lumbar spine surgery with Dr. Garber at Valley Hospital Medical Center. She remained hospitalized for a couple of days and was discharged on June 24, 2017.

**21. Pay Later Pharmacy**

Sanchez filled her various medications that Dr. Rosler's office prescribed during the duration of her treatment with Pay Later Pharmacy.

**22. Las Vegas Radiology, Pueblo Medical Imaging, and Steinberg Diagnostic**

Sanchez underwent a variety of radiological scans to determine the extent of her injuries suffered as a result of the subject collision. These imaging studies include x-rays and MRI scans of her cervical spine and lumbar spine, a CT scan of her cervical spine, and a left hip x-ray.

**D. Past Medical Expenses Incurred**

As a result of the collision, Sanchez incurred the following medical expenses:

	Medical Provider	Dates of Service	Charges
1.	Align Med Chiropractic	4/29/15 – 8/02/16	\$6,300.00
2.	Align Med MRI	5/20/15	\$1,600.00
3.	Centennial Hills Hospital	7/27/15 – 7/28/15	\$74,559.00
4.	DuraMedic	6/24/17	\$2,684.00
5.	Family Doctors of Green Valley	5/06/15 – 8/21/15	\$2,174.70 <sup>1</sup>
6.	General Vascular Specialists	6/22/17	\$10,045.00
7.	Interventional Pain & Spine Specialists	9/13/15 – 7/16/18	\$27,060.00
8.	Khavkin Clinic	6/04/15 – 10/13/16	\$54,881.20 <sup>2</sup>
9.	Las Vegas Radiology	5/09/15 – 3/20/17	\$3,850.00
10.	MML Physical Therapy	11/02/17 – 12/21/17	\$2,420.00
11.	Monitoring Associates	7/27/15 – 6/22/17	\$15,475.28
12.	Mortillaro, Louis, Ph.D.	1/03/17	\$1,075.00
13.	Neuromonitoring Associates	7/27/15 – 6/22/17	\$19,100.28
14.	Oliveri David, M.D.	1/25/16 – 10/12/16	\$5,518.00
15.	Orthopedic Motion	7/24/15	\$447.66
16.	PayLater Pharmacy	11/02/15 – 8/17/17	\$6,339.85 <sup>3</sup>

<sup>1</sup> Family Doctors of Green Valley's original billed amount is \$3,014.00. Sanchez's retained medical expert, David J. Oliveri, M.D., notes that this provider dispensed name brand medications to Sanchez that cost \$1,199.00. See Exhibit "8," at 11/11/16 report, pp. 16-17. He opines that if these medications were dispensed as generics, the usual and customary cost is approximately 30% of the billed amount. *Id.* The \$2,684.00 figure above reflects this opinion.

<sup>2</sup> Khavkin Clinic's original billed amount is \$73,486.00. Dr. Oliveri opines that Dr. Khavkin's assistant surgeon, Ippei Takagi, M.D.'s charges for his services are seventy-five percent of the primary surgeon, Dr. Khavkin's charges. See Exhibit "8," at 11/11/16 report, p. 17. The usual and customary cost ranges from twenty to twenty-five percent of the primary surgeon's fee. *Id.* The \$54,881.20 figure above reflects that Dr. Takagi's charges are twenty percent of Dr. Khavkin's charges for the cervical spine surgery.

<sup>3</sup> PayLater Pharmacy's original billed amount is \$25,359.40. Dr. Oliveri opines that the usual and customary cost for the medications dispensed is approximately twenty-five percent of the total amount. See Exhibit "8," at 9/21/17 report, p. 5; and 4/6/18 report, pp. 3-4. The \$6,339.85 figure above reflects this opinion.



17.	PBS Anesthesia	4/19/16 7/05/16	\$1,250.00
18.	Pueblo Medical Imaging	10/27/15 – 2/03/17	\$10,650.00
19.	Rapid Rehab Physical Therapy	11/11/15 – 12/16/15	\$2,915.00
20.	Steinberg Diagnostic	7/22/15 – 10/22/17	\$820.00
21.	Surgical Anesthesia Services	6/22/17	\$7,500.00
22.	Surgical Arts Center	4/19/16 – 3/20/17	\$20,444.96
23.	Tao, Clifford	6/02/15	\$285.00
24.	Valley Hospital	6/22/17 – 6/24/17	\$141,925.08
25.	Wellhealth Life and Wellness Center	7/27/15	\$1,675.00
26.	Western Regional Center for Brain & Spine	3/11/17 – 10/12/17	\$44,290.00
	<b>TOTAL</b>		<b>\$465,285.01</b>

See Affidavit of Dennis M. Prince, Esq. confirming that Sanchez incurred past medical expenses of \$465,285.01 to treat the injuries suffered because of the underlying motor vehicle collision, attached as Exhibit “7.”

**E. Future Medical Treatment/Expenses**

Sanchez’s retained physical medicine and rehabilitation physician and life care planner, David J. Oliveri, M.D., performed a physical evaluation of Sanchez, reviewed her medical treatment records, and outlined his opinions in numerous reports. See 11/11/16, 1/28/17, 5/11/17, 9/21/17, 4/6/18, and 3/15/19 Oliveri reports, collectively attached as Exhibit “8.”<sup>4</sup> Dr. Oliveri recommends that Sanchez undergo medical treatment in the future consisting of: (1) pain management care; (2) spine surgeon consult for future adjacent segment cervical spine and lumbar spine surgeries; (3) physical therapy; (4) various prescription medications; (5) preoperative radiographic studies; (6) trial and permanent implantation of cervical spine neurostimulator; (7) periodic replacement of neurostimulator’s implantable pulse generator; (8) preoperative medical clearance for cervical spine and lumbar spine surgeries; (9) future cervical spine fusion surgery for adjacent segment breakdown; and (10) future lumbar spine surgery for adjacent segment breakdown. See Exhibit “8,” at 3/15/19 report, life care plan, pp. 1-13. Dr. Oliveri estimates the total cost for Sanchez’s future medical treatment ranges from \$742,399.00 to \$885,106.00. *Id.*

<sup>4</sup> Sanchez intends to supplement her Application with an affidavit from Dr. Oliveri that confirms the opinions in his March 15, 2019 report and life care plan regarding her need for future medical treatment and the associated costs for that treatment. This affidavit will also confirm his opinions regarding the usual and customary billing rates in his November 11, 2016; September 21, 2017; and April 6, 2018 reports.

1 Sanchez's retained economist, Stan V. Smith, Ph.D., authored a report in which he  
2 provides the present value of the costs for Sanchez's future medical treatment recommendations  
3 outlined in Dr. Oliveri's life care plan. The present value of Sanchez's future medical treatment  
4 is \$827,038.00. See 3/18/19 Smith report, at p. 7, attached as **Exhibit "9."**

5 **F. Economic Damages**

6 Sanchez's retained economist, Stan V. Smith, Ph.D., also concludes in his report that  
7 Sanchez sustained economic damages as a result of her injuries from the subject collision: (1)  
8 past and future loss of wages and employee benefits; (2) loss of past and future housekeeping  
9 and household management services; and (3) reduction in the value of life. See generally,  
10 **Exhibit "9."**<sup>5</sup>

11 **1. *Loss of past and future wages and employee benefits***

12 At the time of the subject collision, Sanchez worked as a taxi cab driver for Western Cab  
13 Company. See **Exhibit "9,"** at pp. 3-4. She generally worked twelve hours per day as a cab  
14 driver five or six days per week. Sanchez earned upwards of \$50,000.00 per year as a cab driver.  
15 *Id.* Before working as a cab driver, Sanchez worked for Kaiser Permanente hospital in  
16 California as a pharmacy technician. *Id.* Sanchez intended to forego working as a cab driver  
17 and resume her work as a pharmacy technician at a hospital in Las Vegas. *Id.*

18 Dr. Smith provides estimates for Sanchez's loss of wages and employee benefits under  
19 two distinct scenarios. *Id.* at p. 4. Under Scenario 1, Sanchez's wage loss begins at \$26,900.00  
20 in year 2017 dollars, which represents the average earnings of a taxi driver in Las Vegas. *Id.*  
21 Sanchez's wages are grown at an estimated wage growth rate of 3 percent in 2018, 2019, and  
22 2020. *Id.* Wages past 2020 are grown at a real rate of 1 percent. Under Scenario 1, the present  
23 value of Sanchez's total past and future loss of wages and employee benefits totals \$694,708.00,  
24 assuming she works to age 67. *Id.*; see also, Table 7U of Dr. Smith's report.

25 Under Scenario 2, Sanchez's wage loss begins at \$26,900 in year 2017 dollars. *Id.* at p.  
26 4. In 2020, Sanchez's wages grow to \$39,740.00 in 2017 dollars, which represents the 7th  
27 percentile for wages earned by pharmacy technicians in Las Vegas. *Id.* at p. 4. Dr. Smith

28  
<sup>5</sup> Sanchez intends to supplement her Application with an affidavit from Dr. Smith that confirms the opinions in his March 18, 2019 report regarding her economic losses that she suffered as a result of the subject collision.

1 assumes that Sanchez would have worked as a pharmacy technician by 2020 had she not  
2 suffered her injuries from the subject collision. *Id.* Once again, wages are grown at an estimated  
3 wage growth rate of 3 percent in 2018, 2019, and 2020. *Id.* Wages past 2020 are grown at a real  
4 rate of 1 percent. Under Scenario 2, the present value of Sanchez's total past and future loss of  
5 wages and employee benefits totals \$985,812.00, assuming she works to age 67. *Id.*; *see also*,  
6 Table 14U of Dr. Smith's report.

### 7 **2. Loss of past and future household services**

8 Dr. Smith interviewed Sanchez regarding her inability to perform household chores. *See*  
9 Exhibit "9," at p. 5. Based on that interview, Sanchez's loss of her ability to perform household  
10 services is 80 percent. *Id.* Dr. Smith utilizes an average hourly rate of \$14.99 for various  
11 workers who provide various household services to estimate Sanchez's loss. *Id.* Based on these  
12 assumptions and Sanchez's life expectancy of 83.5 years, Dr. Smith opines that her total loss of  
13 past and future household services is \$446,334.00. *Id.*; *see also* Table 17U of Dr. Smith's report.

### 14 **3. Reduction in the value of life**

15 Sanchez's reduction in the value of her life reflects how her injuries have impacted her  
16 ability to lead a normal life by performing daily living activities and career, social, and leisure  
17 activities. *See* Exhibit "9," at p. 8. Based on his interview with Sanchez, Dr. Smith opines that  
18 Sanchez will suffer a 50 percent to 70 percent reduction in the value of her life. *Id.* Given  
19 Sanchez's life expectancy of 83.5 years, Dr. Smith opines that Sanchez's damages in the  
20 reduction of the value of her life is \$2,685,877.00. *Id.* at p. 9; *see also*, Tables 21U to 24U of Dr.  
21 Smith's report.

## 22 **II.**

### 23 **LEGAL ARGUMENT**

24 NRCP 55(b)(2) states, in pertinent part:

25 **(b) Judgment.** Judgment by default may be entered as follows:

26 ...

27  
28 **(2) By the Court.** In all other cases the party entitled to a judgment by  
default shall apply to the court therefor; but no judgment by default shall be  
entered against an infant or incompetent person unless represented in the action  
by a general guardian, guardian ad litem, conservator, or other such representative

1 who has appeared therein. If the party against whom judgment by default is  
2 sought has appeared in the action, the party (or, if appearing by representative, the  
3 party's representative) shall be served with written notice of the application for  
4 judgment at least 3 days prior to the hearing on such application. If, in order to  
5 enable the court to enter judgment or to carry it into effect, it is necessary to take  
6 an account or to determine the amount of damages or to establish the truth of any  
7 averment by evidence or to make an investigation of any other matter, the court  
8 may conduct such hearings or order such references as it deems necessary and  
9 proper and shall accord a right of trial by jury to the parties when and as required  
10 by any statute of the State.

11 On November 2, 2015, Bon was served with Sanchez's Summons and Complaint through  
12 the Nevada Department of Motor Vehicles because she was unable to personally serve him at his  
13 last known address. *See Exhibit "4,"* at p. 2, *Exhibit "5,"* at p. 2. Sanchez mailed proof of  
14 service through the Nevada Department of Motor Vehicles along with the Summons and  
15 Complaint, via certified mail, to Bon's last known address, which went unclaimed. *See Exhibit*  
16 *"5,"* at p. 2. There is no evidence to suggest that Bon is an infant or otherwise incompetent. *See*  
17 *Nev. R. Civ. P. 55(b)(2).* As a result of Bon's failure to file his Answer to Plaintiff's Complaint  
18 within 20 days of service, this Court entered a default against him on April 1, 2016. *See Exhibit*  
19 *"6."* As a result of Bon's default stemming from his failure to answer Sanchez's Complaint,  
20 Sanchez is permitted to proceed with her application for judgment regarding the extent of her  
21 damages pursuant to NRCP 55(b)(2). *Id.; see also Foster v. Dingwall*, 126 Nev. 56, 65 (2010)  
(The Nevada Supreme Court has upheld entries of default where litigants are unresponsive).  
22 Therefore, Sanchez respectfully moves this Honorable Court for Entry of Default Judgment as  
23 Sanchez is entitled to recover the following amounts from Defendant Blas Bon:

- 24 1. Past medical damages in the amount of \$465,285.01;
- 25 2. Future medical damages in the amount of \$827,038.00;
- 26 3. Past and future lost wages and employee benefits in the amount of \$840,260.00;<sup>6</sup>
- 27 4. Past and future lost household services in the amount of \$446,334.00;
- 28 5. Future reduction in the value of life damages in the amount of \$2,685,877.00
6. Past pain and suffering damages in the amount of \$2,000,000.00;

<sup>6</sup> This figure represents the average value of the two figures that Dr. Smith provides for Sanchez's loss of past and future wages and employee benefits under two distinct scenarios.

- 1 7. Future pain and suffering damages in the amount of \$3,000,000.00; and
- 2 8. Prejudgment interest accruing at the statutory rate from August 7, 2015, the date of the
- 3 filing of the Complaint, until the full judgment amount is paid to Sanchez; and
- 4 9. Attorney's fees based on a contingency fee agreement pursuant to *O'Connell v. Wynn*
- 5 *Las Vegas, LLC*, 134 Nev. \_\_\_, 429 P.3d 664 (Nev. Ct. App. 2018) and costs incurred herein.

6 **III.**

7 **CONCLUSION**

8 Based on the foregoing, Plaintiff DIANE SANCHEZ respectfully requests that this

9 Honorable Court enter Default Judgment against Defendant BLAS BON, jointly and severally,

10 in the amount of \$10,264,794.01, plus attorney's fees based on a contingency fee agreement

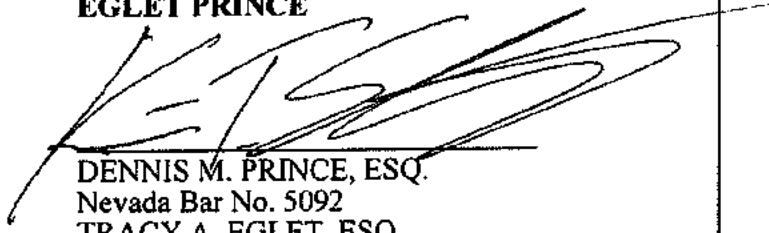
11 pursuant to *O'Connell v. Wynn Las Vegas, LLC*, 134 Nev. \_\_\_, 429 P.3d 664 (Nev. Ct. App.

12 2018), costs, and interest incurred herein.

13 Dated this 21 day of March, 2019.

14 Respectfully submitted,

15 **EGLET PRINCE**

16 

17 DENNIS M. PRINCE, ESQ.  
Nevada Bar No. 5092

18 TRACY A. EGLET, ESQ.  
Nevada Bar No. 6419

19 KEVIN T. STRONG, ESQ.  
Nevada Bar No. 12107

20 400 South 7th Street, 4th Floor  
Las Vegas, Nevada 89101

21 Attorneys for Plaintiff  
Diane Sanchez

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23

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**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of EGLET PRINCE, and that on the 29th day of March, 2019, I caused the foregoing document entitled **PLAINTIFF DIANE SANCHEZ'S APPLICATION FOR ENTRY OF DEFAULT JUDGMENT** to be served upon those persons designated by the parties in the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court eFiling System in accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules and by U.S. Postal Service, postage prepaid, to Defendant Blas Bon's last known address as stated below:

Blas Bon  
3900 Cambridge Street, Suite 106,  
Las Vegas, Nevada 89119  
*Defendant*



\_\_\_\_\_  
An employee of Eglet Prince

# **EXHIBIT 1**

# **EXHIBIT 1**

Event Number:		<b>STATE OF NEVADA TRAFFIC ACCIDENT REPORT SCENE INFORMATION SHEET</b> <small>Revised 1/14/84</small>				Accident Number: NHP150402417 REDACTED COPY			
Code Revision: 01/01/2011						<input type="checkbox"/> 1) Property <input checked="" type="checkbox"/> 2) Injury <input type="checkbox"/> 3) Fatal			
<input checked="" type="checkbox"/> 1) Urban <input type="checkbox"/> 1) Emergency Use <input type="checkbox"/> 1) Preliminary Report <input type="checkbox"/> 3) Resubmission <input type="checkbox"/> 1) Hit and Run <input type="checkbox"/> 2) Rural <input type="checkbox"/> 2) Office Report <input checked="" type="checkbox"/> 2) Initial Report <input type="checkbox"/> 4) Supplement Report <input type="checkbox"/> 2) Private Property		Agency Name: NEVADA HIGHWAY PATROL							
Collision Date: 4 / 28 / 2015		Time: 1200		Day: TUE		Beat / Sector: HLC30 <input checked="" type="checkbox"/> 1) County <input type="checkbox"/> 2) City			
Mile Marker: 40		# Vehicles: 4		# Non Motorists: 0		# Occupants: 6			
		# Fatalities: 0		# Injured: 1		# Restrained: 6			
Occurred On: (Highway # or Street Name) <input type="checkbox"/> 1) Parking Lot IR15									
<input type="checkbox"/> 1) At Intersection With: <input checked="" type="checkbox"/> 2) Or 324 <input checked="" type="checkbox"/> 3) Foot <input type="checkbox"/> 4) Miles <input checked="" type="checkbox"/> 5) Approximate NORTH    Of (Cross Street) SAHARA N/B ON RAMP									
<b>Roadway Character</b> <input type="checkbox"/> 1) Curve & Grade <input type="checkbox"/> 2) Curve & Hillcrest <input type="checkbox"/> 3) Curve & Level <input type="checkbox"/> 4) Straight & Grade <input type="checkbox"/> 5) Straight & Hillcrest <input checked="" type="checkbox"/> 6) Straight & Level <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 8) Other		<b>Roadway Conditions</b> <input checked="" type="checkbox"/> 1) Dry <input type="checkbox"/> 7) Slush <input type="checkbox"/> 2) Ice <input type="checkbox"/> 8) Standing Water <input type="checkbox"/> 3) Wet <input type="checkbox"/> 9) Moving Water <input type="checkbox"/> 4) Snow <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 5) Sand / Mud / Oil / Dirt / Gravel <input type="checkbox"/> 6) Other		<b>Total Thru Lanes</b> Main Road: <input type="checkbox"/> 1) One <input type="checkbox"/> 2) Two <input type="checkbox"/> 3) Three <input type="checkbox"/> 4) Four <input checked="" type="checkbox"/> 5) Five <input type="checkbox"/> 6) > 5 Total All Lanes: 5		<b>Average Roadway Widths</b> Travel Lane: 12 Ft Storage / Turn Lane: 0 Ft Median: 4 Ft <b>Paved Shoulder</b> Inside: 3    Outside: 7		<b>Roadway Grade</b> <input checked="" type="checkbox"/> 1) Not Determined <input type="checkbox"/> 2) Boldly Level Roadway <input type="checkbox"/> 3) Up Slope (+) <input type="checkbox"/> 4) Down Slope (-) Relative To: _____ Grade: _____ %	
<b>Pavement Markings and Type</b> 1) Centerline, Broken Yellow    6) No Paving, Either Direction <input type="checkbox"/> 12) None 2) Centerline, Solid Yellow    7) Turn Arrow Symbols <input type="checkbox"/> 13) Unknown 3) Centerline, Double Yellow    8) Center Turn Lane Line 4) Lane Line, Broken White    9) Edge Line, Left, Yellow 5) Lane Line, Solid White    10) Edge Line, Right, White <input type="checkbox"/> 11) Other				<b>Highway Description</b> <input type="checkbox"/> 1) Two-Way, Not Divided <input type="checkbox"/> 2) Two-Way, Divided, Unpro, Median <input checked="" type="checkbox"/> 3) Two-Way, Divided, Median Barrier <input type="checkbox"/> 4) One-Way, Not Divided <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) Off Road		<b>Weather Conditions</b> <input checked="" type="checkbox"/> 1) Clear <input type="checkbox"/> 7) Fog, Smog, Smoke, Ash <input type="checkbox"/> 2) Cloudy <input type="checkbox"/> 8) Severe Crosswinds <input type="checkbox"/> 3) Snow <input type="checkbox"/> 9) Sleet / Hail <input type="checkbox"/> 4) Rain <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 5) Blowing Sand, Dirt, Soil, Snow <input type="checkbox"/> 6) Other			
<b>Light Conditions</b> <input type="checkbox"/> 1) Dark <input type="checkbox"/> 6) Dark - No Roadway Lighting <input type="checkbox"/> 2) Dawn <input type="checkbox"/> 7) Dark - Spot Roadway Lighting <input checked="" type="checkbox"/> 3) Daylight <input type="checkbox"/> 8) Dark - Continuous Roadway Lighting <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 9) Dark - Unknown Roadway Lighting <input type="checkbox"/> 5) Other		<b>Vehicle Collision Type</b> <input type="checkbox"/> 1) Head On <input type="checkbox"/> 5) Rear to Rear <input checked="" type="checkbox"/> 2) Rear End <input type="checkbox"/> 6) Sideswipe - Meeting <input type="checkbox"/> 3) Backing <input type="checkbox"/> 7) Sideswipe - Overtaking <input type="checkbox"/> 4) Angle <input type="checkbox"/> 8) Non - Collision <input type="checkbox"/> 9) Unknown		<b>Location of First Event</b> <input checked="" type="checkbox"/> 1) Travel Lane 5 <input type="checkbox"/> 6) Outside Shoulder <input type="checkbox"/> 11) Ramp <input type="checkbox"/> 2) Turn Lane <input type="checkbox"/> 7) Intersection <input type="checkbox"/> 12) Unknown <input type="checkbox"/> 3) Goro <input type="checkbox"/> 8) Private Property <input type="checkbox"/> 4) Median <input type="checkbox"/> 9) Roadside <input type="checkbox"/> 5) Inside Shoulder <input type="checkbox"/> 10) Other					
<b>Highway / Environment Factors</b> <input checked="" type="checkbox"/> 1) None <input type="checkbox"/> 7) Shoulders <input type="checkbox"/> 11) Ruts, Holes, Bumps <input type="checkbox"/> 2) Weather <input type="checkbox"/> 8) Road Obstruction <input type="checkbox"/> 12) Active Work Zone <input type="checkbox"/> 3) Debris <input type="checkbox"/> 9) Worn Traffic Surface <input type="checkbox"/> 13) Inactive Work Zone <input type="checkbox"/> 4) Glare <input type="checkbox"/> 10) Wet Ice, Snow, Slush <input type="checkbox"/> 14) Animal in Roadway <input type="checkbox"/> 5) Other Highway <input type="checkbox"/> 15) Unknown <input type="checkbox"/> 6) Other Environmental				<b>Property Damage To Other Than Vehicle</b> Describe Property Damage: Owner's Name: _____ <input type="checkbox"/> 1) Owner Notified Owner's Address: (Street Address City, State Zip) NV					
<b>First Harmful Event</b>									
Code #: 217		Description: SLOW/STOPPED VEHICLE							
<b>Description of Accident / Narrative</b>									
V1, V2, V3 AND V4 WERE TRAVELING N/B ON IR15 IN THE NUMBER 5 TRAVEL LANE. V1 WAS DIRECTLY BEHIND V2. V2 WAS DIRECTLY BEHIND V4. V3 WAS DIRECTLY BEHIND V1. V2 AND V4 SLOWED DOWN FOR TRAFFIC AHEAD. D1 TO AVOID STRIKING V2, VEERED HARD LEFT WHILE STRIKING THE LEFT REAR OF V2 WITH V1'S RIGHT FRONT. V1 CONTINUED LEFT COMING TO REST IN THE NUMBER 4 TRAVEL LANE. V3									
<input checked="" type="checkbox"/> 1) Continued On Back of Scene Information Sheet									
Investigation Complete <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No		Photos Taken <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No		Scene Diagram <input type="checkbox"/> 1) Yes <input checked="" type="checkbox"/> 2) No		Statements <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No # 4			
Date Notified: 4 / 28 / 2015		Time Notified: 1209		Arrival Date: 4 / 28 / 2015		Arrival Time: 1212			
Investigator(s): Diaz		ID Number: H6143		Date: 4 / 28 / 2015		Reviewed By: Kevin Kelley			
Date Reviewed: 4 / 29 / 2015		Page: 1 of 10							

Scene Information

NBIS 000307



Event Number:

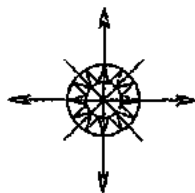
**STATE OF NEVADA**  
**TRAFFIC ACCIDENT REPORT**  
SCENE INFORMATION SHEET  
Revised 1/14/04

Accident Number:  
NHP150402417

Agency Name:  
NEVADA HIGHWAY PATROL

**Description of Accident / Narrative Continuation**

FOLLOWING TOO CLOSELY, ALSO STRUCK THE REAR OF V2 WITH V3'S FRONT. THIS CAUSED V2 TO MOVE FORWARD STRIKING THE REAR OF V4 WITH V2'S FRONT. ALL VEHICLES WERE MOVED PRIOR TO THIS TROOPERS ARRIVAL.



Indicate North

A.I.C.: \_\_\_\_\_

Page  
2 of 10

**Scene Information**

NBIS 000308

Event Number:		<b>STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>				Accident Number: NHP150402417																									
Vehicle # V1	# Occupants 3	<input checked="" type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle		Agency Name: NEVADA HIGHWAY PATROL																											
Direction of Travel: <input checked="" type="checkbox"/> 1) North <input type="checkbox"/> 3) East <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 2) South <input type="checkbox"/> 4) West		Highway / Street Name: IR15				Travel Lane #: 5																									
Vehicle <input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 3) Left Turn <input type="checkbox"/> 5) U-Turn <input type="checkbox"/> 7) Wrong Way <input type="checkbox"/> 9) Passing <input type="checkbox"/> 11) Leaving Parked <input type="checkbox"/> 13) Leaving Lane <input type="checkbox"/> 15) Enter Parked (S) <input type="checkbox"/> 17) Lane Change <input type="checkbox"/> 19) Unknown Action: <input type="checkbox"/> 2) Backing <input type="checkbox"/> 4) Right Turn <input type="checkbox"/> 6) Parked <input type="checkbox"/> 8) Stopped (S) <input type="checkbox"/> 10) Backing <input type="checkbox"/> 12) Entering Lane <input type="checkbox"/> 14) Other Turning <input type="checkbox"/> 16) Driverless Vehicle <input type="checkbox"/> 18) Other																															
Driver: (Last Name, First Name, Middle Name - Suffix) BON, BLAS T				Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other																											
Street Address: 3900 CAMBRIDGE ST STE 106				Transported To:																											
City: LAS VEGAS		State / Country <input checked="" type="checkbox"/> 1) NV		Zip Code: 89119		Person Type: 1	Seating Position: 1																								
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female		DOB: 2 / 3 / 1983		Phone Number: 7027083017		Injury Severity: 0	Injury Location:																								
DLN:		State: <input checked="" type="checkbox"/> 1) NV		Class: <input type="checkbox"/> 1) EPL <input checked="" type="checkbox"/> 2) DL		License Status: 6																									
Airbags: 2		Airbag Switch:		Ejected: 0		Trapped: 0																									
Compliance: <input type="checkbox"/> 1) Restrict <input type="checkbox"/> 2) Endorse Alcohol/Drug Involvement <input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		Endorsements Restrictions Method of Determination (check up to 2) <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 4) Urine Test <input type="checkbox"/> 2) Evidentiary Breath <input type="checkbox"/> 5) Blood Test <input type="checkbox"/> 3) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Driver Factors <input checked="" type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 6) Driver Ill / Injured <input type="checkbox"/> 2) Had Been Drinking <input type="checkbox"/> 7) Other Improper Driving <input type="checkbox"/> 3) Drug Involvement <input type="checkbox"/> 8) Driver Inattention / Distracted <input type="checkbox"/> 4) Apparently Fatigued / Asleep <input type="checkbox"/> 9) Physical Impairment <input type="checkbox"/> 5) Obstructed View <input type="checkbox"/> 10) Unknown																											
Vehicle Year: 1997		Vehicle Make: DODGE		Vehicle Model: RAM 2500		Vehicle Type: SEDAN 4-DOOR																									
Plate / Permit No.: 257LVB		State: <input checked="" type="checkbox"/> 1) NV		Expiration Date: 5 / 14 / 2015		Vehicle Color: GRY																									
Vehicle Identification Number: 3B7KC2325VM536338																															
Registered Owner Name: <input type="checkbox"/> 1) Same As Driver CRUZ, HIPOLITO FELIPE																															
Registered Owner Address: 4000 ABRAMS AVE, LAS VEGAS, NV 89110																															
Insurance Company Name: <input checked="" type="checkbox"/> 1) Insured JACINTO INS																															
Policy Number: ANV00003087		Effective: 12 / 16 / 2014		To: 6 / 16 / 2015																											
Insurance Company Address or Phone Number: 702-450-2222																															
<input type="checkbox"/> 1) Vehicle Towed		Towed By: RETAINED BY DRIVER																													
Removed To:																															
Traffic Control F 1) Speed Zone 11) Stop Sign 2) Signal Light 12) Yield Sign 3) Flashing Light 13) L. R. Sign 4) School Zone 14) R. R. Gtgs 5) Ped. Signal 15) R. R. Signal (S) 6) No Passing 16) Marked Lanes 7) No Controls 17) Tire Chains/Snow Req. 8) Warning Sign 18) Permissive Green 9) Turn Signal 19) Unknown 10) Other				Distance Traveled After Impact MOVED		Speed Estimate From 40 To 45 Lmph																									
				Extent Of Damage <input type="checkbox"/> 1) Minor <input type="checkbox"/> 4) Total <input checked="" type="checkbox"/> 2) Moderate <input type="checkbox"/> 5) None <input type="checkbox"/> 3) Major <input type="checkbox"/> 6) Unknown																											
Sequence Of Events <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Code #</th> <th>Description</th> <th>Collision With Fixed Object</th> <th>Most Harmful Event</th> </tr> </thead> <tbody> <tr> <td>1st 214</td> <td>MOTOR VEHICLE IN TRANSPORT</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>2nd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>3rd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>								Code #	Description	Collision With Fixed Object	Most Harmful Event	1st 214	MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2nd		<input type="checkbox"/>	<input type="checkbox"/>	3rd		<input type="checkbox"/>	<input type="checkbox"/>	4th		<input type="checkbox"/>	<input type="checkbox"/>	5th		<input type="checkbox"/>	<input type="checkbox"/>
Code #	Description	Collision With Fixed Object	Most Harmful Event																												
1st 214	MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input checked="" type="checkbox"/>																												
2nd		<input type="checkbox"/>	<input type="checkbox"/>																												
3rd		<input type="checkbox"/>	<input type="checkbox"/>																												
4th		<input type="checkbox"/>	<input type="checkbox"/>																												
5th		<input type="checkbox"/>	<input type="checkbox"/>																												
<input checked="" type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Pending (1) 484B.127		Violation FOLLOWING TOO CLOSELY		NOC 53794		Citation Number X01313227																									
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC (2)		Violation		NOC		Citation Number																									
Investigator(s) Diaz		ID Number H6143	Date 4 / 28 / 2015	Reviewed By Kevin Kelley		Date Reviewed 4 / 29 / 2015	Page 3 of 10																								

**Vehicle Information**

NBIS 000309

Event Number:		<b>STATE OF NEVADA</b> <b>TRAFFIC ACCIDENT REPORT</b> VEHICLE INFORMATION SHEET <small>Revised 1/12/04</small>			Accident Number: NHP150402417	
					Agency Name: NEVADA HIGHWAY PATROL	

Name: (Last Name, First Name, Middle Name, Suffix) MONTERROSAS-MONTERROSAS, ANTONIO FLORENCIO				Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address: 3317 WINNING AVE				Transported To:			
City: NORTH LAS VEGAS		State / Country: <input checked="" type="checkbox"/> 1) NV		Zip Code: 89030		Person Type: 2	
				Seating Position: 3		Occupant Restraints: 7	
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female		DOB: 4 / 28 / 1989		Phone Number: 7025951718		Injury Severity: 0	
				Injury Location:			
				Airbags: 2		Airbag Switch: 1	
				Ejected: 0		Trapped: 0	

Name: (Last Name, First Name, Middle Name, Suffix) MENESES-GOMEZ, ALEJANDRO				Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address: 4000 ABRAMS APT# 34				Transported To:			
City: NORTH LAS VEGAS		State / Country: <input checked="" type="checkbox"/> 1) NV		Zip Code: 89030		Person Type: 2	
				Seating Position: 5		Occupant Restraints: 7	
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female		DOB: 4 / 12 / 1962		Phone Number: 7024901320		Injury Severity: 0	
				Injury Location:			
				Airbags: 2		Airbag Switch: 1	
				Ejected: 0		Trapped: 0	

Name: (Last Name, First Name, Middle Name, Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:				Transported To:			
City:		State / Country: <input type="checkbox"/> 1) NV		Zip Code:		Person Type:	
				Seating Position:		Occupant Restraints:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female		DOB: / /		Phone Number:		Injury Severity:	
				Injury Location:			
				Airbags:		Airbag Switch:	
				Ejected:		Trapped:	

<input type="checkbox"/> 1) Trailing Unit 1 VIN:		Plate:		State: <input type="checkbox"/> 1) NV		Type:	
<input type="checkbox"/> 1) Trailing Unit 2 VIN:		Plate:		State: <input type="checkbox"/> 1) NV		Type:	
<input type="checkbox"/> 1) Trailing Unit 3 VIN:		Plate:		State: <input type="checkbox"/> 1) NV		Type:	

<b>Commercial Vehicle Configuration</b>				<input type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> 1) Bus, 9 - 15 Occupants  <input type="checkbox"/> 2) Bus, &gt; 15 Occupants  <input type="checkbox"/> 3) Single 2 Axle and 6 Tire  <input type="checkbox"/> 4) Single &gt; 3 Axle  <input type="checkbox"/> 5) Any 4 Tire Vehicle         </div> <div style="width: 33%;"> <input type="checkbox"/> 6) Tractor Only  <input type="checkbox"/> 7) Tractor / Trailer  <input type="checkbox"/> 8) Tractor / Doubles  <input type="checkbox"/> 9) Tractor / Triples  <input type="checkbox"/> 10) Truck with Trailer         </div> <div style="width: 33%;"> <input type="checkbox"/> 11) Tractor / Semi Trailer  <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat)  <input type="checkbox"/> 13) Light Truck, (Haz-Mat)  <input type="checkbox"/> 14) Other Heavy Vehicle         </div> </div>				<b>Source</b> <input type="checkbox"/> 1) Driver <input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 5) Side of Vehicle <input type="checkbox"/> 3) Shipping Papers / Trip Manifest <input type="checkbox"/> 6) Other			
Carrier Name:				<b>Power Unit GVWR</b> <input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 26,000 Lbs <input type="checkbox"/> 3) ≥ 26,000 Lbs			
Carrier Street Address:				City:			
				State: <input type="checkbox"/> 1) NV		Zip:	

<b>Cargo Body Type</b> <input type="checkbox"/> 1) Pole <input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 11) Grain, Gravel Chpts <input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 9 - 15 Occupants <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 14) Other <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable			Haz-Mat ID #:		Type of Carrier <input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None	
			Hazard Classification #:		NAS Safety Report #:	
					Carrier Number:	
					Page 4 of 10	

Event Number:		<b>STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>		Accident Number: NHP150402417																									
Vehicle # V2	# Occupants 1	<input type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle		Agency Name: NEVADA HIGHWAY PATROL																									
Direction of Travel: <input checked="" type="checkbox"/> 1) North <input type="checkbox"/> 3) East <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 2) South <input type="checkbox"/> 4) West		Highway / Street Name: IR15			Travel Lane #: 5																								
Vehicle: <input type="checkbox"/> 1) Straight <input type="checkbox"/> 3) Left Turn <input type="checkbox"/> 5) U-Turn <input type="checkbox"/> 7) Wrong Way <input type="checkbox"/> 9) Passing <input type="checkbox"/> 11) Leaving Parked <input type="checkbox"/> 13) Leaving Lane <input type="checkbox"/> 15) Enter Parked (B) <input type="checkbox"/> 17) Lane Change <input type="checkbox"/> 19) Unknown Action: <input type="checkbox"/> 2) Backing <input type="checkbox"/> 4) Right Turn <input type="checkbox"/> 6) Parked <input checked="" type="checkbox"/> 8) Stopped (A) <input type="checkbox"/> 10) Backing <input type="checkbox"/> 12) Entering Lane <input type="checkbox"/> 14) Other Turning <input type="checkbox"/> 16) Driverless Vehicle <input type="checkbox"/> 18) Other																													
Driver: (Last Name, First Name, Middle Name Suffix) SANCHEZ-LAZO, DIANE MARIA			Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other																										
Street Address: 2551 STURROCK DR			Transported To:																										
City: HENDERSON		State / Country: <input checked="" type="checkbox"/> 1) NV	Zip Code: 89044	Person Type: 1	Seating Position: 1																								
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input checked="" type="checkbox"/> 2) Female		DOB: 4 / 11 / 1968	Phone Number: 7024608036	Injury Severity: C	Injury Location: 1 3																								
OLN:		State: <input checked="" type="checkbox"/> 1) NV	Class: <input type="checkbox"/> 1) DL <input checked="" type="checkbox"/> 2) BL	License Status: 0	Airbags: 2 Airbag Switch: Ejected: 0 Trapped: 0																								
Compliance: <input checked="" type="checkbox"/> 1) Restrict <input type="checkbox"/> 2) Endorse		Endorsements:		Restrictions: 1																									
Alcohol/Drug Involvement: <input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		Method of Determination (check up to 2): <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 4) Urine Test <input type="checkbox"/> 2) Evidentiary Breath <input type="checkbox"/> 5) Blood Test <input type="checkbox"/> 3) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Test Results:																									
<b>Driver Factors</b> <input checked="" type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 5) Driver Ill / Injured <input type="checkbox"/> 2) Had Been Drinking <input type="checkbox"/> 7) Other Improper Driving <input type="checkbox"/> 3) Drug Involvement <input type="checkbox"/> 8) Driver Inattention / Distracted <input type="checkbox"/> 4) Apparently Fatigued / Asleep <input type="checkbox"/> 9) Physical Impairment <input type="checkbox"/> 5) Obstructed View <input type="checkbox"/> 10) Unknown																													
Vehicle Year: 1995		Vehicle Make: BMW	Vehicle Model: 325i	Vehicle Type: SEDAN 4-DOOR																									
Plate / Permit No.: UNR08502		State: <input checked="" type="checkbox"/> 1) NV	Expiration Date: 5 / 10 / 2015	Vehicle Color: WHI																									
Vehicle Identification Number: WBACB4329SFM21272																													
Registered Owner Name: <input checked="" type="checkbox"/> 1) Same As Driver SANCHEZ-LAZO, DIANE MARIA																													
Registered Owner Address: 2551 STURROCK DR. HENDERSON, NV 89044																													
Insurance Company Name: <input checked="" type="checkbox"/> 1) Insured MENDAKOTA INSURANCE CO.																													
Policy Number: PA1992072		Effective: 12 / 20 / 2014	To: 6 / 20 / 2015																										
Insurance Company Address or Phone Number: 1-800-422-0792																													
<input type="checkbox"/> 1) Vehicle Towed		Towed By: FAST TOW (AAA)																											
Removed To: TOW YARD																													
<b>Traffic Control</b> F <input type="checkbox"/> 1) Speed Zone <input type="checkbox"/> 11) Stop Sign <input type="checkbox"/> 2) Signal Light <input type="checkbox"/> 12) Yield Sign <input type="checkbox"/> 3) Flashing Light <input type="checkbox"/> 13) G. R. Sign <input type="checkbox"/> 4) School Zone <input type="checkbox"/> 14) R. R. Gate <input type="checkbox"/> 5) Red Signal <input type="checkbox"/> 15) R. R. Signal (B) <input type="checkbox"/> 6) No Passing <input type="checkbox"/> 16) Marked Lanes <input type="checkbox"/> 7) No Controls <input type="checkbox"/> 17) Tire Chains/Snow Req. <input type="checkbox"/> 8) Warning Sign <input type="checkbox"/> 18) Permissive Green <input type="checkbox"/> 9) Turn Signal <input type="checkbox"/> 19) Unknown <input type="checkbox"/> 10) Other		Distance Traveled After Impact: 5 FEET		Speed Estimate: From: 0 To: 0 Limit: 65																									
				Extent Of Damage: <input type="checkbox"/> 1) Minor <input type="checkbox"/> 4) Total <input checked="" type="checkbox"/> 2) Moderate <input type="checkbox"/> 5) None <input type="checkbox"/> 3) Major <input type="checkbox"/> 6) Unknown																									
<b>Sequence Of Events</b> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Code #</th> <th>Description</th> <th>Collision With Fixed Object</th> <th>Most Harmful Event</th> </tr> </thead> <tbody> <tr> <td>1st 214</td> <td>MOTOR VEHICLE IN TRANSPORT</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>2nd 217</td> <td>SLOW/STOPPED VEHICLE</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>3rd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>						Code #	Description	Collision With Fixed Object	Most Harmful Event	1st 214	MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input type="checkbox"/>	2nd 217	SLOW/STOPPED VEHICLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3rd		<input type="checkbox"/>	<input type="checkbox"/>	4th		<input type="checkbox"/>	<input type="checkbox"/>	5th		<input type="checkbox"/>	<input type="checkbox"/>
Code #	Description	Collision With Fixed Object	Most Harmful Event																										
1st 214	MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input type="checkbox"/>																										
2nd 217	SLOW/STOPPED VEHICLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>																										
3rd		<input type="checkbox"/>	<input type="checkbox"/>																										
4th		<input type="checkbox"/>	<input type="checkbox"/>																										
5th		<input type="checkbox"/>	<input type="checkbox"/>																										
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Pending (1)		Violation		NOC	Citation Number																								
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC (2)		Violation		NOC	Citation Number																								
Investigator(s): Diaz		ID Number: H6143	Date: 4 / 28 / 2015	Reviewed By: Kevin Kelley	Date Reviewed: 4 / 29 / 2015 Page of 10																								

Vehicle Information

NBIS 000311

Event Number:		<b>STATE OF NEVADA</b> <b>TRAFFIC ACCIDENT REPORT</b> VEHICLE INFORMATION SHEET <small>Revised 1/14/04</small>		Accident Number: NHP150402417 Agency Name: NEVADA HIGHWAY PATROL	
Name: (Last Name, First Name, Middle Name - Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other	
Street Address:				Transported To:	
City:		State / Country <input type="checkbox"/> 1) NV		Zip Code:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female		DOB: / /		Phone Number:	
Person Type:		Seating Position:		Occupant Restraints:	
Injury Severity:		Injury Location:			
Airbag:		Airbag Switch:		Ejected:	
				Trapped:	
Name: (Last Name, First Name, Middle Name - Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other	
Street Address:				Transported To:	
City:		State / Country <input type="checkbox"/> 1) NV		Zip Code:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female		DOB: / /		Phone Number:	
Person Type:		Seating Position:		Occupant Restraints:	
Injury Severity:		Injury Location:			
Airbags:		Airbag Switch:		Ejected:	
				Trapped:	
Name: (Last Name, First Name, Middle Name - Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other	
Street Address:				Transported To:	
City:		State / Country <input type="checkbox"/> 1) NV		Zip Code:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female		DOB: / /		Phone Number:	
Person Type:		Seating Position:		Occupant Restraints:	
Injury Severity:		Injury Location:			
Airbags:		Airbag Switch:		Ejected:	
				Trapped:	
<input type="checkbox"/> 1) Trailing Unit 1 VIN:		Plate:		State: <input type="checkbox"/> 1) NV Type:	
<input type="checkbox"/> 1) Trailing Unit 2 VIN:		Plate:		State: <input type="checkbox"/> 1) NV Type:	
<input type="checkbox"/> 1) Trailing Unit 3 VIN:		Plate:		State: <input type="checkbox"/> 1) NV Type:	
<b>Commercial Vehicle Configuration</b> <input type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus					
<input type="checkbox"/> 1) Bus, 9 - 15 Occupants <input type="checkbox"/> 2) Bus, > 15 Occupants <input type="checkbox"/> 3) Single 2 Axle and 6 Tire <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 5) Any 4 Tire Vehicle			<input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 9) Tractor / Triples <input type="checkbox"/> 10) Tractor with Trailer		
<input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 14) Other Heavy Vehicle			<b>Source</b> <input type="checkbox"/> 1) Driver <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 3) Shipping Papers / Trip Manifest <input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 5) Side of Vehicle <input type="checkbox"/> 6) Other		
Carrier Name:			<b>Power Unit GVWR</b> <input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 25,000 Lbs <input type="checkbox"/> 3) ≥ 25,000 Lbs		<input type="checkbox"/> 1) Haz-Mat <input type="checkbox"/> 2) Released
Carrier Street Address:			City:		State: <input type="checkbox"/> 1) NV Zip:
<b>Cargo Body Type</b> <input type="checkbox"/> 1) Bulk <input type="checkbox"/> 5) Van / Box <input type="checkbox"/> 11) Grain, Gravel Chpts <input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 9 - 15 Occupants <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 14) Other <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable			Haz-Mat ID #: Hazard Classification #:		<b>Type of Carrier</b> <input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None
			<b>NAS Safety Report #:</b> Carrier Number:		Page 6 of 10

**Vehicle Information**

NBIS 000312

Event Number:		<b>STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>				Accident Number: NHP150402417																									
Vehicle # V3	# Occupants 1	<input checked="" type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle		Agency Name: NEVADA HIGHWAY PATROL																											
Direction of Travel: <input checked="" type="checkbox"/> 1) North <input type="checkbox"/> 3) East <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 2) South <input type="checkbox"/> 4) West		Highway / Street Name: IR15				Travel Lane #: 5																									
Vehicle <input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 3) Left Turn <input type="checkbox"/> 6) U-Turn <input type="checkbox"/> 7) Wrong Way <input type="checkbox"/> 9) Passing <input type="checkbox"/> 11) Leaving Parked <input type="checkbox"/> 13) Leaving Lane <input type="checkbox"/> 16) Enter Parked (B) <input type="checkbox"/> 17) Lane Change <input type="checkbox"/> 18) Unknown Action: <input type="checkbox"/> 2) Backing <input type="checkbox"/> 4) Right Turn <input type="checkbox"/> 6) Parked <input type="checkbox"/> 8) Stopped (C) <input type="checkbox"/> 10) Backing <input type="checkbox"/> 12) Entering Lane <input type="checkbox"/> 14) Other Turning <input type="checkbox"/> 15) Driverless Vehicle <input type="checkbox"/> 16) Other																															
Driver: (Last Name, First Name, Middle Name, Suffix) ACOSTA, JOSEPH ALEXANDER				Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other																											
Street Address: 2356 MYSTIC STAR ST				Transported To:																											
City: HENDERSON		State / Country: <input checked="" type="checkbox"/> 1) NV		Zip Code: 89044		Person Type: 1      Seating Position: 1      Occupant Restraints: 7																									
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female DOB: 12 / 4 / 1993		Phone Number: 7027226949		Injury Severity: 0		Injury Location:																									
CLN:		State: <input checked="" type="checkbox"/> 1) NV		Class: <input type="checkbox"/> 1) CDL <input checked="" type="checkbox"/> 2) DL		License Status: 0																									
Airbags: 2		Airbag Switch:		Ejected: 0		Trapped: 0																									
Compliance: <input type="checkbox"/> 1) Restrict <input type="checkbox"/> 2) Endorse Alcohol/Drug Involvement: <input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		Endorsements:      Restrictions:      Method of Determination (check up to 2): <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 4) Urine Test <input type="checkbox"/> 2) Evidentiary Breath <input type="checkbox"/> 5) Blood Test <input type="checkbox"/> 3) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Driver Factors: <input checked="" type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 6) Driver Ill / Injured <input type="checkbox"/> 2) Had Been Drinking <input type="checkbox"/> 7) Other Improper Driving <input type="checkbox"/> 3) Drug Involvement <input type="checkbox"/> 8) Driver Inattention / Distracted <input type="checkbox"/> 4) Apparently Fatigued / Asleep <input type="checkbox"/> 9) Physical Impairment <input type="checkbox"/> 5) Obstructed View <input type="checkbox"/> 10) Unknown																											
Vehicle Year: 1997		Vehicle Make: BMW		Vehicle Model: 528i AUTOMATIC		Vehicle Type: SEDAN 4-DOOR																									
Plate / Permit No.: 361LKK		State: <input checked="" type="checkbox"/> 1) NV		Expiration Date: 12 / 13 / 2015		Vehicle Color: SIL																									
Vehicle Identification Number: WBADD6321VBW19396																															
Registered Owner Name: <input type="checkbox"/> 1) Same As Driver ACOSTA, WILFRED STAR ST R																															
Registered Owner Address: 2356 MYSTIC STAR ST, HENDERSON, NV 89044																															
Insurance Company Name: <input checked="" type="checkbox"/> 1) Insured STATE FARM																															
Policy Number: 0957130E2128B		Effective: 11 / 21 / 2014		To: 5 / 21 / 2015																											
Insurance Company Address or Phone Number: 1-800-782-8332																															
<input type="checkbox"/> 1) Vehicle Towed		Towed By: ABC TOWING [AAA]																													
Removed To: OWNERS RESIDENCE/REQUEST																															
<b>Traffic Control</b> F 1) Speed Zone 11) Stop Sign 2) Signal Light 12) Yield Sign 3) Flashing Light 13) R. R. Sign 4) School Zone 14) R. R. Gate 5) Ped. Signal 15) R. R. Signal (B) 6) No Passing 16) Marked Lanes 7) No Controls 17) Tire Chains/Snow Req. 8) Warning Sign 18) Permissive Green 9) Turn Signal 19) Unknown 10) Other				<b>Distance Traveled After Impact</b> MOVED		<b>Speed Estimate</b> From 40 To 45 Limit 65																									
				<b>Extent Of Damage</b> <input type="checkbox"/> 1) Minor <input type="checkbox"/> 4) Total <input checked="" type="checkbox"/> 2) Moderate <input type="checkbox"/> 5) None <input type="checkbox"/> 3) Major <input type="checkbox"/> 6) Unknown																											
<b>Sequence Of Events</b> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Code #</th> <th>Description</th> <th>Collision With Fixed Object</th> <th>Most Harmful Event</th> </tr> </thead> <tbody> <tr> <td>1st 214</td> <td>MOTOR VEHICLE IN TRANSPORT</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>2nd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>3rd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>								Code #	Description	Collision With Fixed Object	Most Harmful Event	1st 214	MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2nd		<input type="checkbox"/>	<input type="checkbox"/>	3rd		<input type="checkbox"/>	<input type="checkbox"/>	4th		<input type="checkbox"/>	<input type="checkbox"/>	5th		<input type="checkbox"/>	<input type="checkbox"/>
Code #	Description	Collision With Fixed Object	Most Harmful Event																												
1st 214	MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input checked="" type="checkbox"/>																												
2nd		<input type="checkbox"/>	<input type="checkbox"/>																												
3rd		<input type="checkbox"/>	<input type="checkbox"/>																												
4th		<input type="checkbox"/>	<input type="checkbox"/>																												
5th		<input type="checkbox"/>	<input type="checkbox"/>																												
<input checked="" type="checkbox"/> 1) HRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Pending (1) 484B.127		Violation FOLLOWING TOO CLOSELY		NOC 53794		Citation Number X01313228																									
<input type="checkbox"/> 1) HRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC (2)		Violation		NOC		Citation Number																									
Investigator(s) Diaz		ID Number H6143	Date 4 / 28 / 2015	Reviewed By Kevin Kelley	Date Reviewed 4 / 29 / 2015	Page 7 of 10																									

**Vehicle Information**

NBIS 000313

Event Number:		<b>STATE OF NEVADA</b> <b>TRAFFIC ACCIDENT REPORT</b> <b>VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>		Accident Number: NHP150402417		Agency Name: NEVADA HIGHWAY PATROL	
Name: (Last Name, First Name, Middle Name - Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____			
Street Address:				Transported To:			
City:		State / Country <input type="checkbox"/> 1) NV		Zip Code:		Person Type:      Seating Position:      Occupant Restraints:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female		DOB:      /      /		Phone Number:		Injury Severity:      Injury Location:	
				Airbags:		Airbag Switch:      Ejected:      Trapped:	
Name: (Last Name, First Name, Middle Name - Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____			
Street Address:				Transported To:			
City:		State / Country <input type="checkbox"/> 1) NV		Zip Code:		Person Type:      Seating Position:      Occupant Restraints:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female		DOB:      /      /		Phone Number:		Injury Severity:      Injury Location:	
				Airbags:		Airbag Switch:      Ejected:      Trapped:	
Name: (Last Name, First Name, Middle Name - Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other _____			
Street Address:				Transported To:			
City:		State / Country <input type="checkbox"/> 1) NV		Zip Code:		Person Type:      Seating Position:      Occupant Restraints:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female		DOB:      /      /		Phone Number:		Injury Severity:      Injury Location:	
				Airbags:		Airbag Switch:      Ejected:      Trapped:	
<input type="checkbox"/> 1) Trailing Unit 1   VIN:				Plate:		State: <input type="checkbox"/> 1) NV      Type:	
<input type="checkbox"/> 1) Trailing Unit 2   VIN:				Plate:		State: <input type="checkbox"/> 1) NV      Type:	
<input type="checkbox"/> 1) Trailing Unit 3   VIN:				Plate:		State: <input type="checkbox"/> 1) NV      Type:	
<b>Commercial Vehicle Configuration</b>							
<input type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus							
<input type="checkbox"/> 1) Bus, 9 - 15 Occupants <input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 2) Bus, > 15 Occupants <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 3) Single 2 Axle and 5 Tire <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 9) Tractor / Triples <input type="checkbox"/> 14) Other Heavy Vehicle <input type="checkbox"/> 5) Agv 4 Tire Vehicle <input type="checkbox"/> 10) Truck with Trailer				<b>Source</b> <input type="checkbox"/> 1) Driver <input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 5) Side Of Vehicle <input type="checkbox"/> 3) Shipping Papers / Trip Manifest <input type="checkbox"/> 6) Other _____			
Carrier Name:				<b>Power Unit GVWR</b> <input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 26,000 Lbs <input type="checkbox"/> 3) ≥ 26,000 Lbs <input type="checkbox"/> 1) Haz-Mat <input type="checkbox"/> 2) Released			
Carrier Street Address:				City:		State: <input type="checkbox"/> 1) NV      Zip:	
<b>Cargo Body Type</b> <input type="checkbox"/> 1) Box <input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 11) Grain, Gravel Chpts <input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 9 - 15 Occupants <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 14) Other <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable				Haz-Mat ID #: _____ Hazard Classification #: _____		<b>Type of Carrier</b> <input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None	
				<b>NAS Safety Report #:</b> Carrier Number: _____ <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px;"></div> <div style="float: right; text-align: right;">         Page          8 of 10       </div>			

**Vehicle Information**

NBIS 000314

Event Number:		<b>STATE OF NEVADA</b>		Accident Number: NHP150402417	
<b>TRAFFIC ACCIDENT REPORT</b>		<b>VEHICLE INFORMATION SHEET</b>			
Revised 1/14/04		Agency Name: NEVADA HIGHWAY PATROL			
Vehicle # V4	# Occupants 1	<input type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle		Travel Lane #: 5	
Direction of Travel: <input checked="" type="checkbox"/> 1) North <input type="checkbox"/> 3) East <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 2) South <input type="checkbox"/> 4) West		Highway / Street Name: IR15			
Vehicle <input type="checkbox"/> 1) Straight <input type="checkbox"/> 3) Left Turn <input type="checkbox"/> 5) U-Turn <input type="checkbox"/> 7) Wrong Way <input type="checkbox"/> 9) Passing <input type="checkbox"/> 11) Leaving Parked <input type="checkbox"/> 13) Leaving Lane <input type="checkbox"/> 15) Enter Parked (S) <input type="checkbox"/> 17) Lane Change <input type="checkbox"/> 19) Unknown Action: <input type="checkbox"/> 2) Backing <input type="checkbox"/> 4) Right Turn <input type="checkbox"/> 6) Parked <input checked="" type="checkbox"/> 8) Stopped (S) <input type="checkbox"/> 10) Backing <input type="checkbox"/> 12) Entering Lane <input type="checkbox"/> 14) Other Turning <input type="checkbox"/> 16) Driverless Vehicle <input type="checkbox"/> 18) Other					
Driver: (Last Name, First Name, Middle Name, Suffix) EVANS, DONNA MAE			Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other		
Street Address: 2323 NW 188TH AVE Apt# 926			Transported To:		
City: HILLSBORO		State / Country <input type="checkbox"/> 1) NV OR	Zip Code: 97124	Person Type: 1	Seating Position: 1
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input checked="" type="checkbox"/> 2) Female		DOB: 9 / 7 / 1971	Phone Number: 5034599186	Injury Severity: 0	Injury Location:
OLN:		State: <input checked="" type="checkbox"/> 1) NV NV	Class: <input type="checkbox"/> 1) CDL <input checked="" type="checkbox"/> 2) DL	License Status: 0	Airbags: 2
Compliance: <input type="checkbox"/> 1) Restricted <input type="checkbox"/> 2) Endorse		Endorsements:	Restrictions:	Airbag Switch:	Ejected: 0
Alcohol/Drug Involvement <input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		Method of Determination (check up to 2) <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 4) Urine Test <input type="checkbox"/> 2) Evidentiary Breath <input type="checkbox"/> 5) Blood Test <input type="checkbox"/> 3) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Trapped: 0	
Driver Factors <input checked="" type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 5) Driver Ill / Injured <input type="checkbox"/> 2) Had Been Drinking <input type="checkbox"/> 7) Other Improper Driving <input type="checkbox"/> 3) Drug Involvement <input type="checkbox"/> 8) Driver Distraction / Distracted <input type="checkbox"/> 4) Apparently Fatigued / Asleep <input type="checkbox"/> 9) Physical Impairment <input type="checkbox"/> 6) Obstructed View <input type="checkbox"/> 10) Unknown					
Vehicle Year: 2015		Vehicle Make: KIA	Vehicle Model: SOL	Vehicle Type: HATCHBACK 4-DOOR	
Plate / Permit No.: 7JRZ583		State: <input type="checkbox"/> 1) NV CA	Expiration Date: 2 / 2 / 2016	Vehicle Color: BLK	
Vehicle Identification Number: KNDJP3A50F7159001					
Registered Owner Name: <input type="checkbox"/> 1) Same As Driver PV HOLDING CORP, PV HOLDING					
Registered Owner Address: 5721 W 96TH ST, LOS ANGELES, CA 90045					
Insurance Company Name: <input checked="" type="checkbox"/> 1) Insured SELF INSURED AVIS RENT A CAR					
Policy Number: #77		Effective: 7 / 1 / 2014	To: 6 / 30 / 2015		
Insurance Company Address or Phone Number: 6 SYLVAN WAY, PARSIPPANY, NEW JERSEY 07054					
<input type="checkbox"/> 1) Vehicle Towed		Towed By: *RETAINED BY DRIVER			
Removed To:					
Traffic Control F 1) Speed Zone 11) Stop Sign 2) Signal Light 12) Yield Sign 3) Flashing Light 13) R. R. Sign 4) School Zone 14) R. R. Gate 5) Ped. Signal 15) R. R. Signal (S) 6) No Passing F 16) Marked Lanes 7) No Controls 17) Tire Chains/Snow Req. 8) Warning Sign 18) Permissive Green 9) Turn Signal <input type="checkbox"/> 19) Unknown 10) Other		Distance Traveled After Impact MOVED		Speed Estimate From 0 To 65 Limit	
				Extent Of Damage <input type="checkbox"/> 1) Minor <input type="checkbox"/> 4) Total <input checked="" type="checkbox"/> 2) Moderate <input type="checkbox"/> 5) None <input type="checkbox"/> 3) Major <input type="checkbox"/> 6) Unknown	
Sequence Of Events					
Code #	Description	Collision With Fixed Object	Most Harmful Event		
1st 217	SLOW/STOPPED VEHICLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
2nd		<input type="checkbox"/>	<input type="checkbox"/>		
3rd		<input type="checkbox"/>	<input type="checkbox"/>		
4th		<input type="checkbox"/>	<input type="checkbox"/>		
5th		<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Pending (1)		Violation		NOC	Citation Number
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC / MC (2)		Violation		NOC	Citation Number
Investigator(s) Diaz		ID Number H6143	Date 4 / 28 / 2015	Reviewed By Kevin Kelley	Date Reviewed 4 / 29 / 2015
					Page 9 of 10

Vehicle Information

NBIS 000315



Event Number:		<b>STATE OF NEVADA</b> <b>TRAFFIC ACCIDENT REPORT</b> <b>VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>			Accident Number: NHP150402417 Agency Name: NEVADA HIGHWAY PATROL		
Name: (Last Name, First Name, Middle Name - Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:				Transported To:			
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:		
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female	DOB: / /	Phone Number:	Injury Severity:	Injury Location:			
			Airbags:	Airbag Switch:	Ejected:	Trapped:	
Name: (Last Name, First Name, Middle Name - Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:				Transported To:			
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:		
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female	DOB: / /	Phone Number:	Injury Severity:	Injury Location:			
			Airbags:	Airbag Switch:	Ejected:	Trapped:	
Name: (Last Name, First Name, Middle Name - Suffix)				Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:				Transported To:			
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:	Person Type:	Seating Position:	Occupant Restraints:		
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female	DOB: / /	Phone Number:	Injury Severity:	Injury Location:			
			Airbags:	Airbag Switch:	Ejected:	Trapped:	
<input type="checkbox"/> 1) Trailing Unit 1 VIN:			Plate:	State: <input type="checkbox"/> 1) NV	Type:		
<input type="checkbox"/> 1) Trailing Unit 2 VIN:			Plate:	State: <input type="checkbox"/> 1) NV	Type:		
<input type="checkbox"/> 1) Trailing Unit 3 VIN:			Plate:	State: <input type="checkbox"/> 1) NV	Type:		
<b>Commercial Vehicle Configuration</b> <input type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus							
<input type="checkbox"/> 1) Bus, 9 - 16 Occupants <input type="checkbox"/> 2) Bus, > 16 Occupants <input type="checkbox"/> 3) Single 2 Axle and 6 Tire <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 5) Any 4 Tire Vehicle			<input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 9) Tractor / Triples <input type="checkbox"/> 10) Truck with Trailer			<b>Source</b> <input type="checkbox"/> 1) Driver <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 3) Shipping Papers / Trip Manifest <input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 5) Side of Vehicle <input type="checkbox"/> 6) Other	
Carrier Name:			<b>Power Unit GVWR</b> <input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 20,000 Lbs <input type="checkbox"/> 3) ≥ 20,000 Lbs			<input type="checkbox"/> 1) Haz-Mat <input type="checkbox"/> 2) Released	
Carrier Street Address:			City:	State: <input type="checkbox"/> 1) NV	Zip:		
<b>Cargo Body Type</b> <input type="checkbox"/> 1) Pole <input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 11) Grain, Gravel Chpts <input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 9 - 15 Occupants <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 14) Other <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable			Haz-Mat ID #: Hazard Classification #:		<b>Type of Carrier</b> <input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None		
			<b>NAS Safety Report #:</b> Carrier Number:		Page 10 of 10		

**Vehicle Information**


NBIS 000316



**PASSENGER INFORMATION (OTHER THAN DRIVER)**

**PLEASE WRITE BELOW WHAT HAPPENED:**

2025 RELEASE UNDER E.O. 14176

You are (Please circle one) <input checked="" type="radio"/> Driver <input type="radio"/> Passenger <input type="radio"/> Witness <input type="radio"/> Victim <input type="radio"/> Other <b>V3</b>				<b>VOLUNTARY STATEMENT</b>		Event / Case # CAD# Citation #: <b>150402417</b> <b>X01313228</b>	
Date & Time of Statement <b>4/28 12:25</b>		Date & Time of Accident / Event <b>4/28 12:15</b>		Your current Location <b>15 North, Schen</b>		Are you injured? Yes <input type="radio"/> No <input checked="" type="radio"/> N/A <input type="radio"/>	
Your Name (Last / First / Middle) <b>Acosta / Joseph / Alexander</b>		Date of Birth <b>12/04/93</b>		Drivers License Number <b>702-702-6449</b>		State <b>NV</b>	
Residence Address: (Number, Street & Bldg./Apt#) <b>2356 Mystic Star Street Henderson</b>		City <b>Henderson</b>		State <b>NV</b>		Zip Code <b>89044</b>	
Work Address: (Number & Street) 		City 		State 		Zip Code 	
Additional or Emergency Contact, Name(s) & Number(s): 		Work Schedule (Hours) 		Days Off 		Occupation: 	
Best Place & Time of day to contact you: <b>Anytime</b>		Vehicle; Year & Make <b>BMW, 1997</b>		License # <b>361-LKK</b>		State <b>NV</b>	
						Did you use your Seat belt? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	

**PASSENGER INFORMATION (OTHER THAN DRIVER)**

Seating Position	Full Name	Address	Date of Birth	Phone Number	Restraints S/B A/B Injured

**PLEASE WRITE BELOW WHAT HAPPENED:**

The car in front of me clipped the car ahead of him and he got out of the way so I ran into the car he clipped. I was about a full car length behind the truck and then I slammed on my brakes into the white BMW

This Statement is given Voluntarily and I affirm the Truth and Accuracy of the facts contained herein:

Witnessed by:

☐ Continued on back

You are? (Please circle one) <input checked="" type="radio"/> Driver <input type="radio"/> Passenger <input type="radio"/> Witness <input type="radio"/> Other		Nevada Department of <b>Public Safety</b>		<b>VOLUNTARY STATEMENT</b>		Event / Case # CAD# Citation #	
Date & Time of Statement 4/28/2015 12:10 PM		Date & Time of Accident / Event 4/28/2015 2:10 PM		Your current Location Las Vegas		Are you injured? Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
Your Name (Last / First / Middle) Evans, Donna Mae				Date of Birth 9/1/71		If yes, please describe the injuries:	
Residence Address: (Number, Street & Bldg./Apt#) 2323 W 188th Ave Apt 926, Hillsboro, OR 97121				City Hillsboro		State Zip Code OR 97121	
Work Address: (Number & Street) 2230 W Pettygrove Suite B3 Portland, OR				City Portland		State Zip Code OR 97201	
Additional or Emergency Contact, Name(s) & Number(s):				Work Schedule (Hours) 8-5		Days Off S/S	
Best Place & Time of day to contact you: Anytime				Vehicle; Year & Make 2015 KIA Soul		License # State 7JKL583 CA	
Home Phone: 503 459 9186				Work/Cell Phone:		Business / School / Agency Name:	
Occupation: Ship				Depart Date (if visitor):		Did you use your Seat belt? Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>	

**PASSENGER INFORMATION (OTHER THAN DRIVER)**

Seating Position	Full Name	Address	Date of Birth	Phone Number	Restraints S/B A/B Injured
driver					

**PLEASE WRITE BELOW WHAT HAPPENED:**

all traffic in lane stopped. Cars behind ~~same~~  
 moving forward, truck appeared to change  
 lanes to pass or maybe to avoid hitting  
 someone, kept my foot on the brake + closed  
 my eyes. The white BMW hit me.

☐ Continued  
 on back

This Statement is given Voluntarily and I affirm the Truth and Accuracy of the facts contained herein:  
 X *Donna*

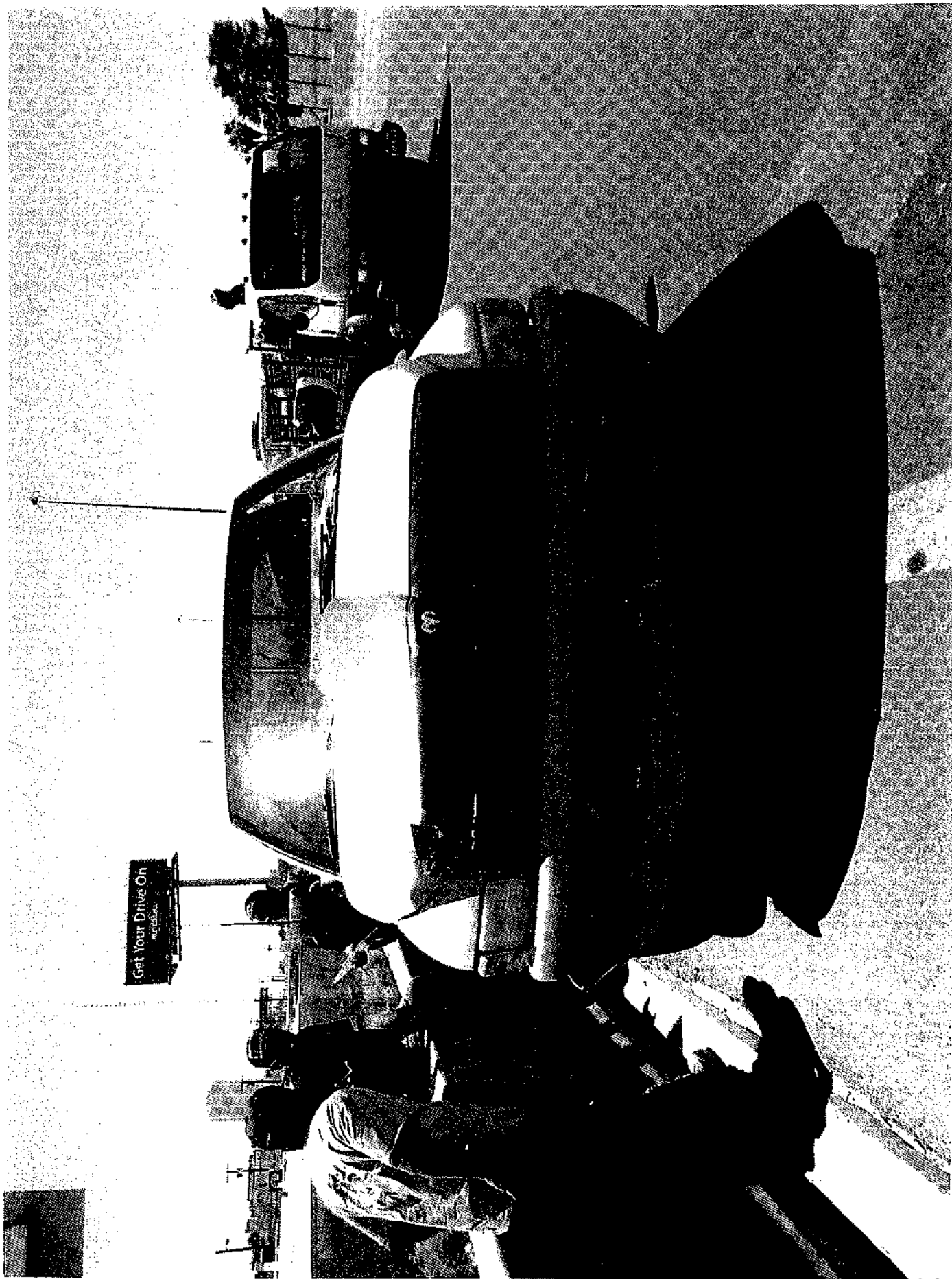
Witnessed by: P#

# **EXHIBIT 2**

# **EXHIBIT 2**



NBIS 000322

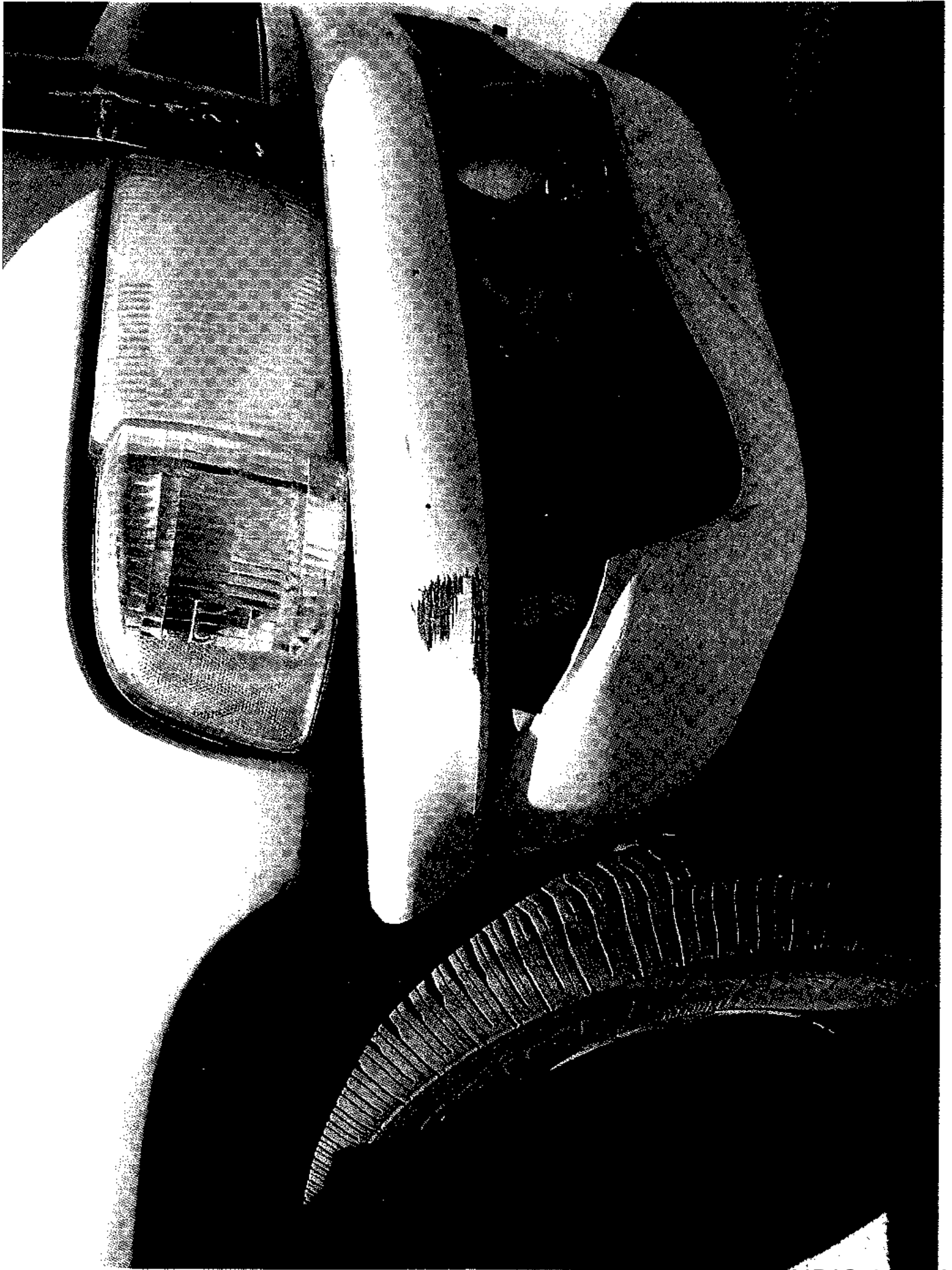


NBIS 000323

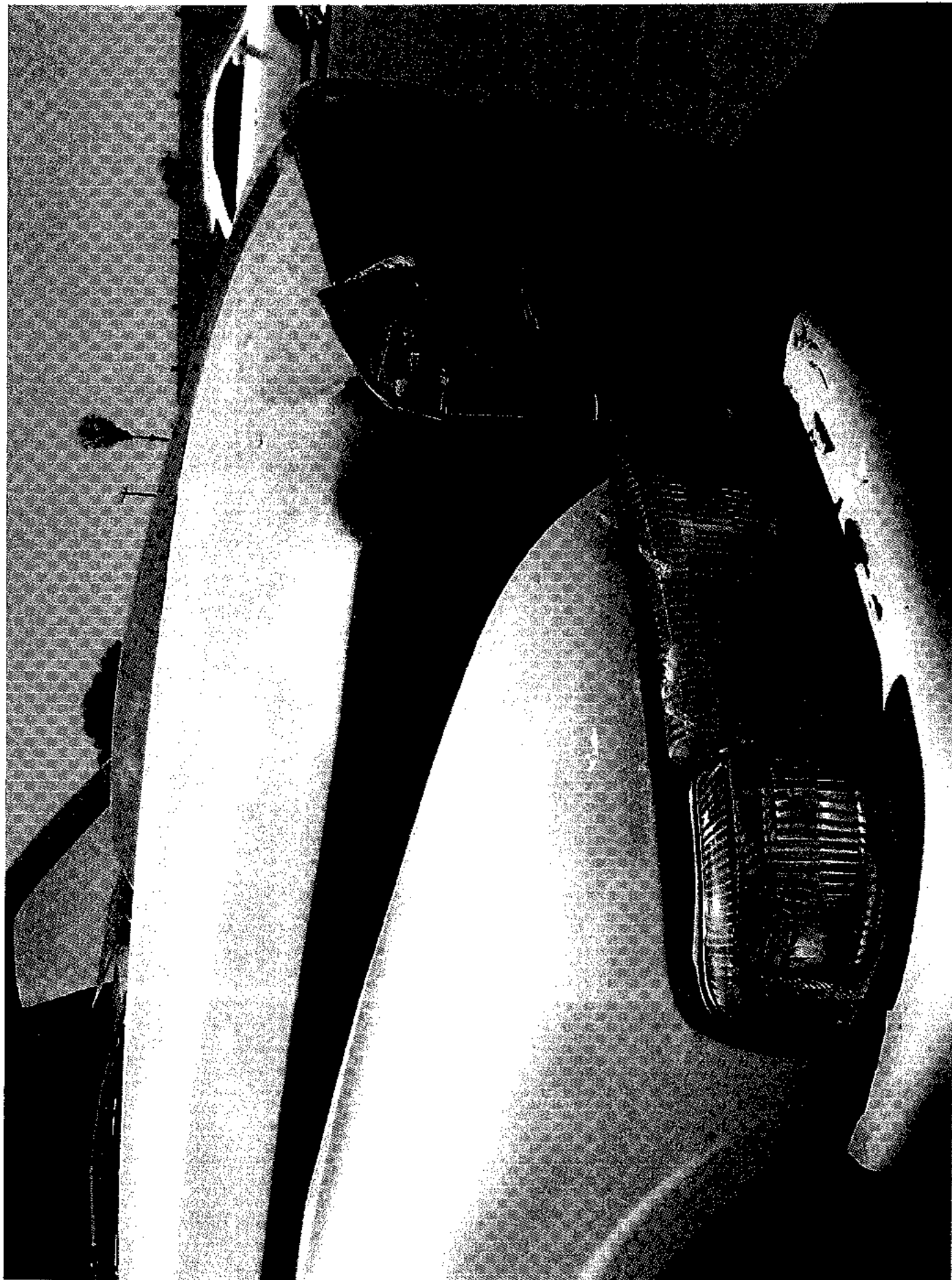




NBIS 000324



NBIS 000325



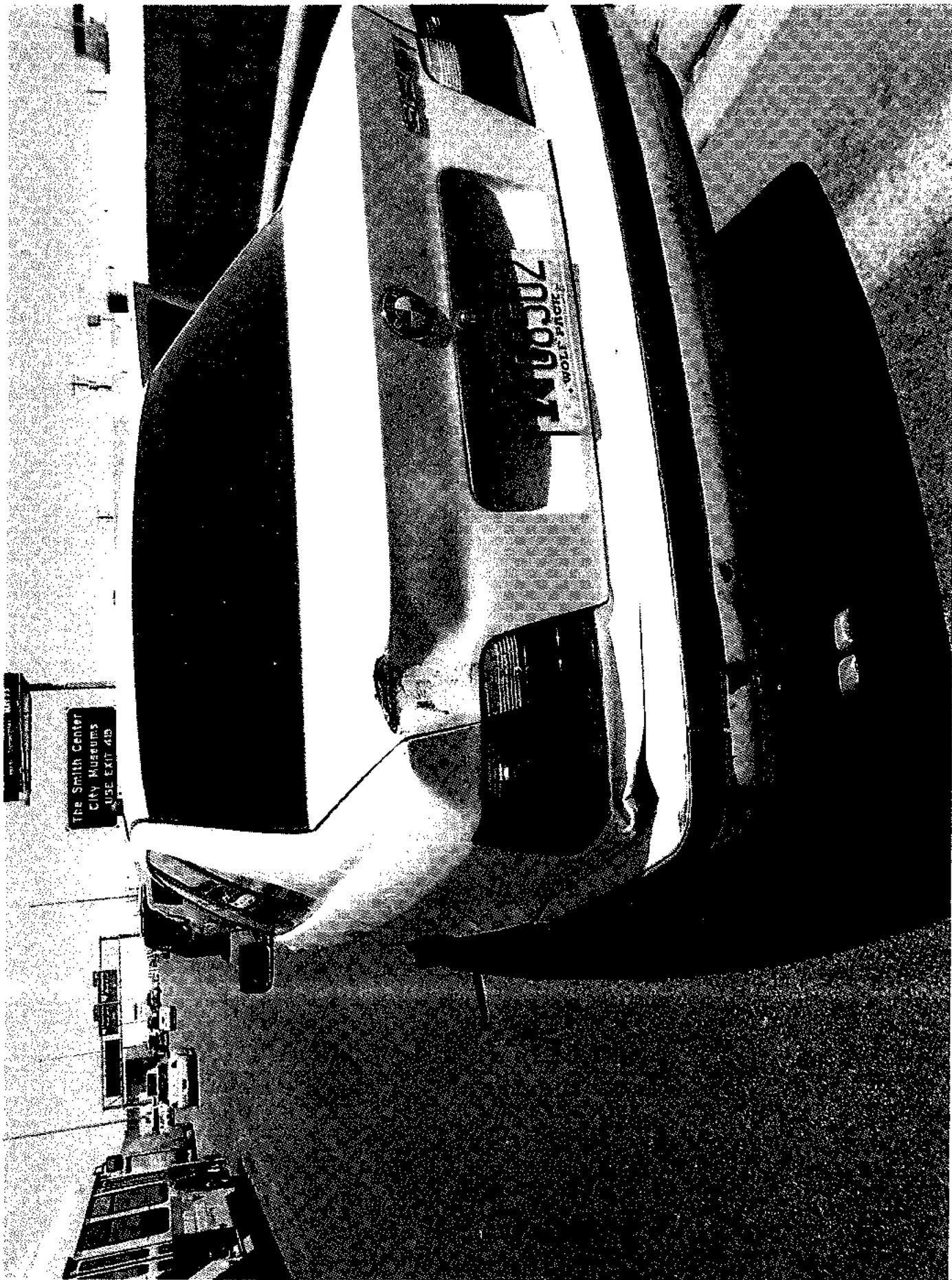
NBIS 000326



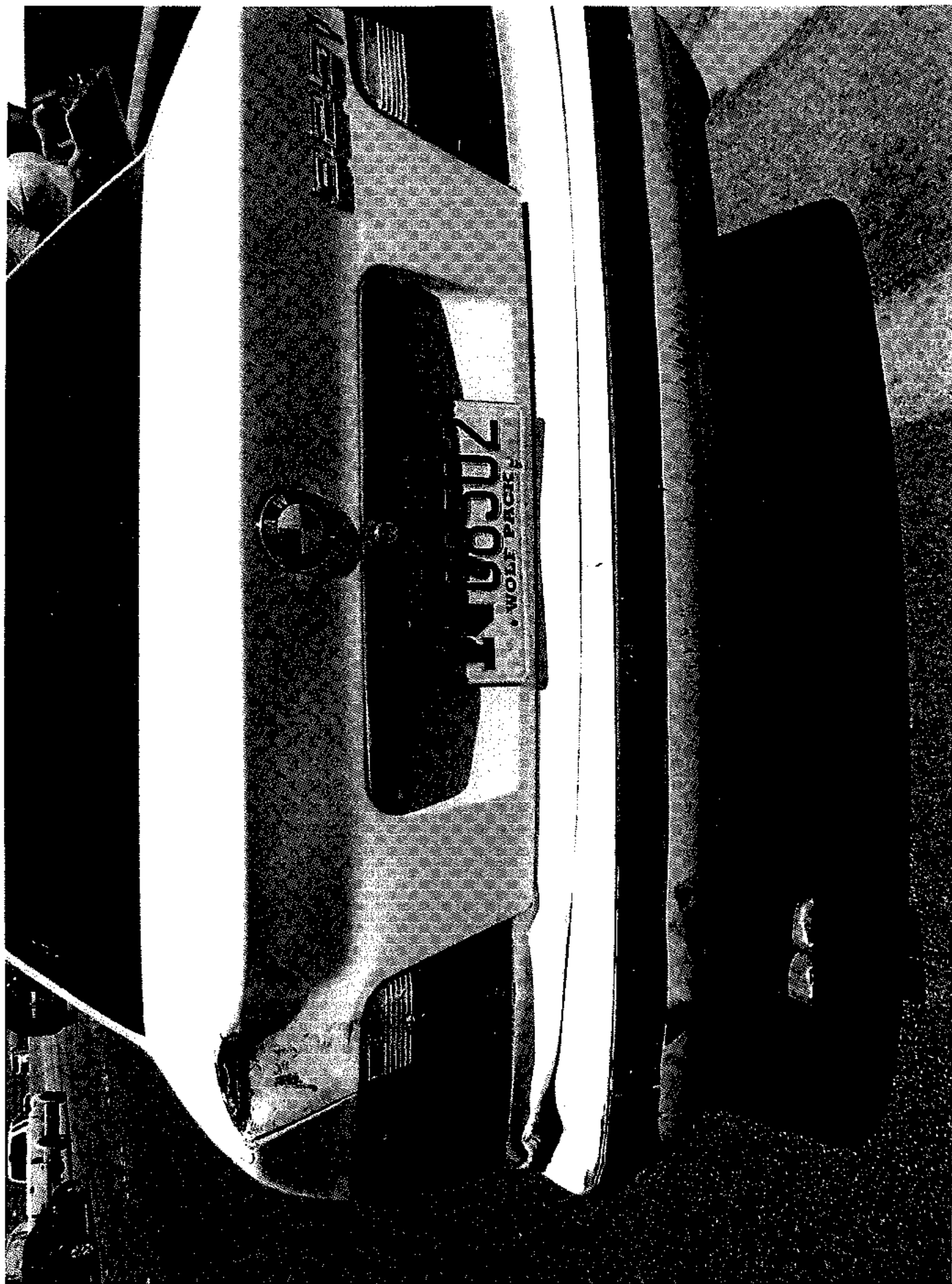
NBIS 000327

# **EXHIBIT 3**

# **EXHIBIT 3**



NBIS 000329



NBIS 000330



NBIS 000331





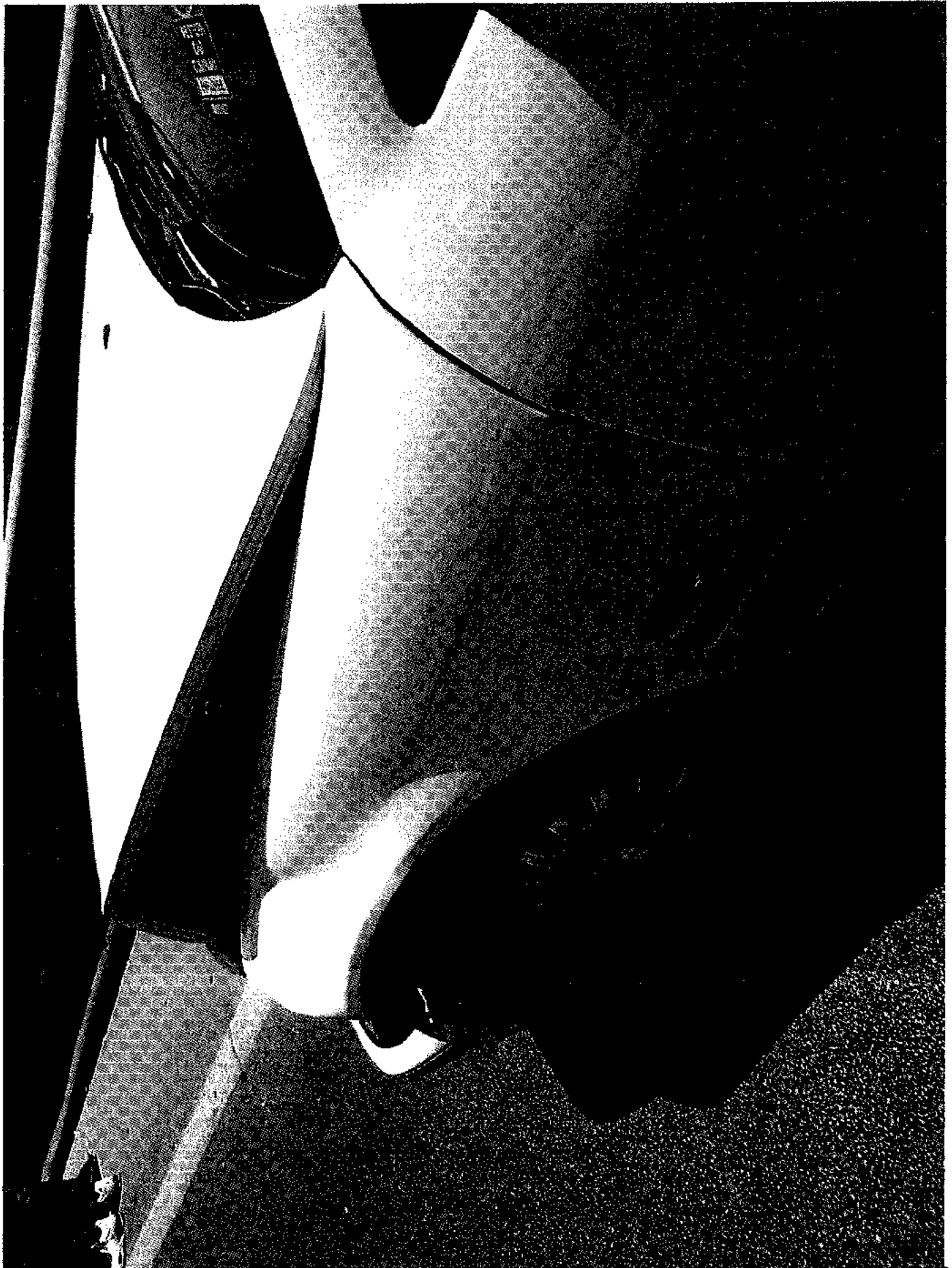
NBIS 000332



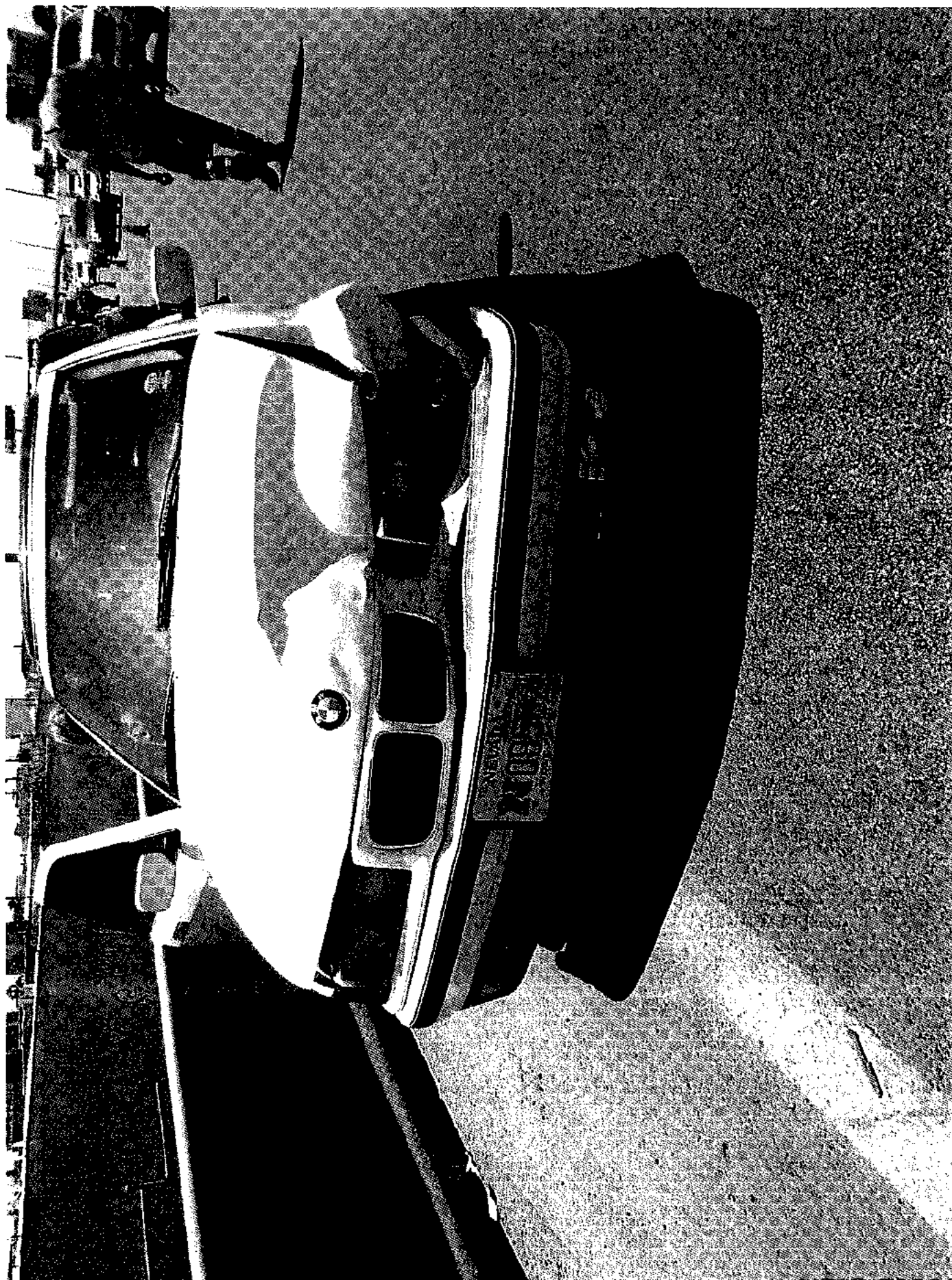
NBIS 000333



NB 000334



NBIS 000335



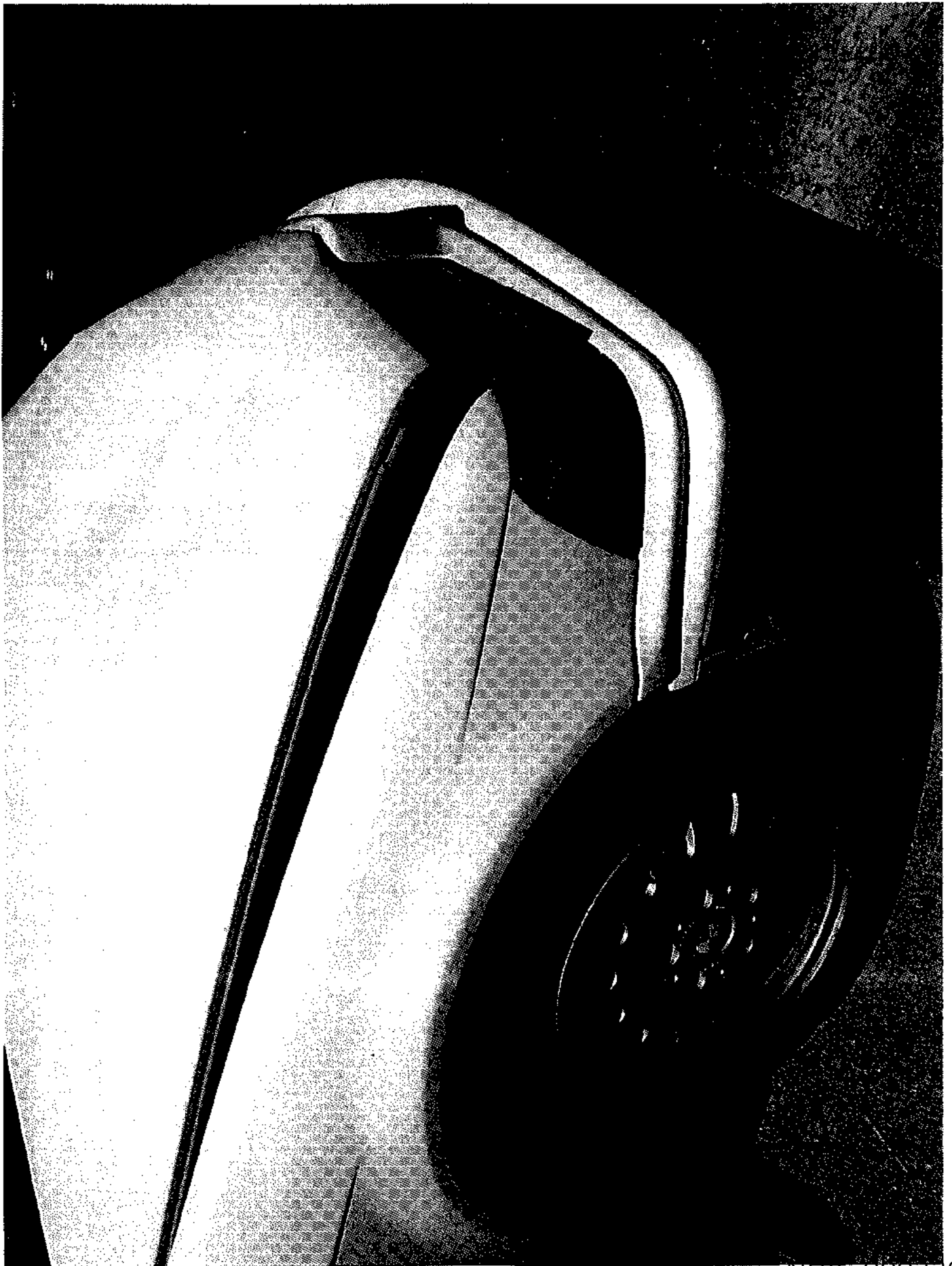
NBIS 000336



NBIS 000337



NBIS 000338



NBIS 000339



# **EXHIBIT 4**

# **EXHIBIT 4**

  
CLERK OF THE COURT

1 Paul D. Powell, Esq.  
2 Nevada Bar No. 7488  
3 THE POWELL LAW FIRM  
4 6785 West Russell Road, Suite 210  
5 Las Vegas, Nevada 89118  
6 paul@TPLF.com  
7 Phone: (702) 728-5500  
8 Facsimile: (702) 728-5501  
9 Attorneys for DIANE SANCHEZ

DISTRICT COURT

CLARK COUNTY, NEVADA

DIANE SANCHEZ,

Plaintiff,

vs.

BLAS BON, individually; JOSEPH ACOSTA,  
individually; DOES I - X, and ROE  
CORPORATIONS I - X, inclusive,

Defendants.

CASE NO. A722815

DEPT. NO. XXV

AFFIDAVIT OF DUE DILIGENCE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Title, Bar number, and address) <b>Paul Powell</b> <b>Powell Law Firm</b> <b>8705 West Russell Road Las Vegas, NV 89118</b> TELEPHONE NO.: (702) 728-5501 FAX NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff Case: Fil # Sanchez v. Bon		FOR COURT USE ONLY
DISTRICT COURT STREET ADDRESS: 200 LEWIS AVENUE CITY AND ZIP CODE: LAS VEGAS, NV 89116		
PLAINTIFF/PETITIONER: <b>Diano Sanchez</b> DEFENDANT/RESPONDENT: <b>Bias Bon</b>		
DECLARATION OF DILIGENCE		CASE NUMBER: A722815

I received the within assignment for filing and/or service on September 22, 2015 and that after due and diligent effort I have not been able to serve said person. I attempted service on this servee on the following dates and times:

Servee: **Bias Bon**

Documents: **Summons & Complaint;**

Address: **3900 Cambridge Street Suite 106**  
**Las Vegas, NV 89118**

As enumerated below:

10/19/2015 -- 8:36 AM Attempted to serve defendant at last known address of 3900 Cambridge Street Suite 106, Las Vegas Nevada. This address is a Clark County neighborhood community center where the defendant had his mail sent; his current whereabouts are now unknown to them. A record search with the Clark County Assessor's Office reveals no records found. A search with Clark County voters registration reveals no records found. A local phone search for defendants phone number reveals no records found. A registered vehicle search with Nevada DMV and Premium Finder search reveals no records found.



Registration No.: #R-003972  
 Clark County Process Service LLC dba CCPS LV  
 720 E Charleston Blvd, Suite 135  
 Las Vegas, NV 89104  
 State License #2031C



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

Signature: \_\_\_\_\_

Michael E. Clarke

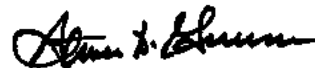
DECLARATION OF DILIGENCE

Order#: CC9#17/DilFormaL.mdi

NBIS 000342

# **EXHIBIT 5**

# **EXHIBIT 5**



CLERK OF THE COURT

1 **AFFT**  
2 Paul D. Powell, Esq.  
3 Nevada Bar No. 7488  
4 **THE POWELL LAW FIRM**  
5 6785 West Russell Road, Suite 210  
6 Las Vegas, Nevada 89118  
7 paul@TPLF.com  
8 Phone: (702) 728-5500  
9 Facsimile: (702) 728-5501  
10 Attorneys for DIANE SANCHEZ

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

9 **DIANE SANCHEZ,** )  
10 ) **CASE NO. A722815**  
11 **Plaintiff,** ) **DEPT. NO. XXV**  
12 **vs.** )  
13 **BLAS BON, individually; JOSEPH ACOSTA,** ) **AMENDED AFFIDAVIT OF**  
14 **individually; DOES I - X, and ROE** ) **COMPLIANCE**  
15 **CORPORATIONS I - X, inclusive,** )  
16 **Defendants.** )

16 **STATE OF NEVADA** )  
17 ) **ss.**  
18 **COUNTY OF CLARK** )

19  
20 **PAUL D. POWELL, ESQ.,** being duly sworn on oath, deposes and says:

21 **That I am an attorney at THE POWELL LAW FIRM** maintaining offices at 6785 W. Russell  
22 **Road, Suite 210, Las Vegas, Nevada 89118** and the firm has been retained by Plaintiff DIANE  
23 **SANCHEZ to represent her in an action against Defendant BLAS BON.**

24 **That on October 19, 2015 service of the Complaint on file herein and a copy of the**  
25 **Summons issued following the filing of said Complaint was attempted on BLAS BON at his best**  
26 **known address of 3900 Cambridge Street, Suite 106, Las Vegas, Nevada 89119. Said best known**  
27  
28

1 address was found not to be current for BLAS BON as evidenced by the Declaration of Diligence  
2 attached hereto as Exhibit 1.

3  
4 That on or about October 27, 2015 I caused to be served upon the Director of the  
5 Department of Motor Vehicles of the State of Nevada at Carson City, Nevada, via United States  
6 Mail, a copy of the Complaint on file herein, a copy of the Summons issued following the filing of  
7 the Complaint, a copy of the Declaration of Diligence, together with the statutory fee of \$5.00, all in  
8 accordance with N.R.S. 14.070. Said documents were received by the Department of Motor  
9 Vehicles on November 2, 2015 as evidenced by the letter from the Department of Motor Vehicles  
10 attached hereto as Exhibit 2, acknowledging receipt of said Complaint and Summons.

11  
12 That on or about November 9, 2015 I caused to be deposited in the United States Mail at Las  
13 Vegas, Nevada, certified mail return receipt requested, with postage fully prepaid thereon, a copy of  
14 the Complaint and Summons, the traffic accident report and a copy of the DMV letter evidencing  
15 proof of service on Defendant BLAS BON at the Defendant's last known address of 3900  
16 Cambridge Street, Suite 106, Las Vegas, Nevada 89119. The package was returned to sender on  
17 November 12, 2015 as unclaimed. A copy is attached hereto as Exhibit 3.

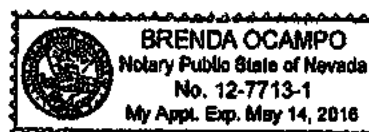
18  
19 DATED this 29<sup>th</sup> day of March, 2015.

20  
21 THE POWELL LAW FIRM

22  
23 Paul D. Powell, Esq.  
24 Nevada Bar No. 7488  
25 6785 W. Russell Road, Suite 210  
26 Las Vegas, NV 89118

27  
28 SUBSCRIBED AND SWORN TO before me  
this 29 day of March, 2016.

NOTARY PUBLIC



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**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rules of Civil Procedure 5 (b), I hereby certify that on the 29<sup>th</sup>  
day of March, 2015, the **AMENDED AFFIDAVIT OF COMPLIANCE** was served via  
electronic service to the following counsel of record:

Marissa Temple, Esq.  
MESSNER REEVES LLP  
5556 S. Fort Apache Road, Suite 100  
Las Vegas, Nevada 89148  
Attorneys for Defendant

*/s/ Lauren Pellino*

---

An Employee of THE POWELL LAW FIRM

# **EXHIBIT 1**



1 **AFFT**  
2 Paul D. Powell, Esq.  
3 Nevada Bar No. 7488  
4 **THE POWELL LAW FIRM**  
5 6785 West Russell Road, Suite 210  
6 Las Vegas, Nevada 89118  
7 paul@TPLF.com  
8 Phone: (702) 728-5500  
9 Facsimile: (702) 728-5501  
10 Attorneys for DIANE SANCHEZ

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **DIANE SANCHEZ,**

14 **Plaintiff,**

15 **vs.**

16 **BLAS BON, individually; JOSEPH ACOSTA,**  
17 **individually; DOES I - X, and ROE**  
18 **CORPORATIONS I - X, inclusive,**

19 **Defendants.**

) **CASE NO. A722815**

) **DEPT. NO. XXV**

) **AFFIDAVIT OF COMPLIANCE**

20 **STATE OF NEVADA**

21 **COUNTY OF CLARK**

)

) ss.

)

22 **PAUL D. POWELL, ESQ., being duly sworn on oath, deposes and says:**

23 **That I am an attorney at THE POWELL LAW FIRM maintaining offices at 6785 W. Russell**  
24 **Road, Suite 210, Las Vegas, Nevada 89118 and the firm has been retained by Plaintiff DIANE**  
25 **SANCHEZ to represent her in an action against Defendant BLAS BON.**

26 **That on October 19, 2015 service of the Complaint on file herein and a copy of the**  
27 **Summons issued following the filing of said Complaint was attempted on BLAS BON at his best**  
28 **known address of 3900 Cambridge Street, Suite 106, Las Vegas, Nevada 89119. Said best known**

1 address was found not to be current for BLAS BON as evidenced by the Declaration of Diligence  
2 attached hereto as Exhibit 1.

3  
4 That on or about October 27, 2015 I caused to be served upon the Director of the  
5 Department of Motor Vehicles of the State of Nevada at Carson City, Nevada, via United States  
6 Mail, a copy of the Complaint on file herein, a copy of the Summons issued following the filing of  
7 the Complaint, a copy of the Declaration of Diligence, together with the statutory fee of \$5.00, all in  
8 accordance with N.R.S. 14.070. Said documents were received by the Department of Motor  
9 Vehicles on November 2, 2015 as evidenced by the letter from the Department of Motor Vehicles  
10 attached hereto as Exhibit 2, acknowledging receipt of said Complaint and Summons.

11  
12 That on or about November 9, 2015 I caused to be deposited in the United States Mail at Las  
13 Vegas, Nevada, certified mail return receipt requested, with postage fully prepaid thereon, a copy of  
14 the Complaint and Summons, the traffic accident report and a copy of the DMV letter evidencing  
15 proof of service on Defendant BLAS BON at the Defendant's last known address of 3900  
16 Cambridge Street, Suite 106, Las Vegas, Nevada 89119.

17  
18 To date, return receipt (Article Number 7015 0640 0004 9496 0326) has not been returned.

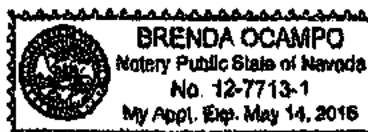
19 DATED this 13<sup>th</sup> day of November, 2015.

20 THE POWELL LAW FIRM

21  
22 Paul D. Powell, Esq.  
23 Nevada Bar No. 7488  
24 6785 W. Russell Road, Suite 210  
25 Las Vegas, NV 89118

26 SUBSCRIBED AND SWORN TO before me  
27 this 13<sup>th</sup> day of November, 2015.

28 NOTARY PUBLIC



# **EXHIBIT 2**

**Brian Sandoval**  
Governor



555 Wright Way  
Carson City, Nevada 89711  
Telephone (775) 684-4368  
www.dmvnv.com

**Troy L. Dillard**  
Director

November 2, 2015

Mr. Paul D Powell Esq  
6785 W. Russell Rd., Ste. 210  
Las Vegas Nevada 89118

**Re: Diane Sanchez vs. Blas Bon; Joseph Acosta**  
**CASE NO: A-15-722815-C**  
**SERVICE DATE: 11/2/15**  
**DELIVERY METHOD: USPS**

Dear Mr. Powell Esq,

This letter acknowledges service of a Summons Complaint received in the Director's office of the State of Nevada, Department of Motor Vehicles for the above referenced case, along with \$5.00 as provided for in the NRS 14.070.

Sincerely,

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

Tina Springer  
Administrative Assistant  
Director's Office

**VERIFIED MAIL**



9260 9646 4000 0490 5102

The Paralel Law Firm  
6785 W. Cornell Rd. #210  
Las Vegas, NV 89118

☐ Deceased  
☐ No Records  
☐ No Such Number  
☐ Attempted, Not Known  
☒ Unknown  
☐ No Address  
☐ Unobtainable as

Blas  
Pos

3900 Cambridge Street #1

Las Vegas, NV 89119

NBIS 000352

# **EXHIBIT 6**

# **EXHIBIT 6**

  
CLERK OF THE COURT

1 NOTC  
2 Paul D. Powell, Esq.  
3 Nevada Bar No. 7488  
4 THE POWELL LAW FIRM  
5 6785 West Russell Road, Suite 210  
6 Las Vegas, Nevada 89118  
7 paul@TPLF.com  
8 Phone: (702) 728-5500  
9 Facsimile: (702) 728-5501  
10 Attorneys for DIANE SANCHEZ

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 DIANE SANCHEZ, )  
10 ) CASE NO. A722815  
11 Plaintiff, ) DEPT. NO. XXV  
12 vs. )  
13 )  
14 BLAS BON, individually; JOSEPH ACOSTA, ) NOTICE OF ENTRY OF DEFAULT  
15 individually; DOES I - X, and ROE )  
16 CORPORATIONS I - X, inclusive, )  
17 Defendants. )

18 PLEASE TAKE NOTICE that a Default of Defendant Blas Bon was entered on March 31,  
19 2016.

20 A copy of said Default is attached hereto as Exhibit 1.

21 DATED this 22<sup>nd</sup> day of June, 2016.

22 THE POWELL LAW FIRM

23 /s/ Paul Powell  
24 Paul D. Powell, Esq.  
25 Nevada Bar No. 7488  
26 6785 W. Russell Road, Suite 210  
27 Las Vegas, NV 89118  
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to Nevada Rules of Civil Procedure 5 (b), I hereby certify that on the 22<sup>nd</sup>  
3 day of June, 2016, the **NOTICE OF ENTRY OF DEFAULT** was served via electronic and  
4 U.S. Mail service to the following counsel of record:  
5

6 Marissa Temple, Esq.  
7 MESSNER REEVES LLP  
8 5556 S. Fort Apache Road, Suite 100  
9 Las Vegas, Nevada 89148  
10 Attorneys for Defendant

Blas Bon  
3900 Cambridge Street, #106  
Las Vegas, Nevada 89119  
*Via Certified Mail: 7015 0640 0004*  
9496 4218

10 DeLawrence Templeton  
11 DMA Claims Services  
12 PO Box 142768  
13 Irving, Texas 75014  
14 *Via Certified Mail: 7015 0640 0004*  
15 9496 0395

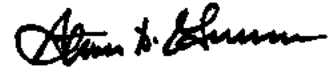
16 */s/ Lauren Pellino*

17 \_\_\_\_\_  
18 An Employee of THE POWELL LAW FIRM  
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# EXHIBIT 1

 ORIGINAL



CLERK OF THE COURT

**DFLT**  
Paul D. Powell, Esq.  
Nevada Bar No. 7488  
**THE POWELL LAW FIRM**  
6785 West Russell Road, Suite 210  
Las Vegas, Nevada 89118  
paul@TPLF.com  
Phone: (702) 728-5500  
Facsimile: (702) 728-5501  
Attorneys for DIANE SANCHEZ

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

DIANE SANCHEZ,

Plaintiff,

vs.

BLAS BON, individually; JOSEPH ACOSTA,  
individually; DOES I - X, and ROE  
CORPORATIONS I - X, inclusive,

Defendants.

)  
) CASE NO. A722815

) DEPT. NO. XXV

)  
) **DEFAULT ON DEFENDANT BLAS BON**


It appearing from the files and records in the above-entitled action that BLAS BON, Defendant herein, being duly served with a copy of the Summons and Complaint through the Department of Motor of Vehicles on November 2, 2015; that more than twenty (20) days, exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time having been granted, the default of the above-named Defendant for failing to answer or otherwise plead to Plaintiff's Complaint is hereby entered.

**THE POWELL LAW FIRM**

Paul D. Powell, Esq.  
Nevada Bar No. 7488  
6785 W. Russell Road, Suite 210  
Las Vegas, NV 89118

**CLERK OF THE COURT**

By:

  
Deputy Clerk Date  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155

**PATRICIA AZUCENA**

**MAR 31 2016**

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**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rules of Civil Procedure 5 (b), I hereby certify that on the 22<sup>nd</sup>  
day of March, 2016, the **DEFAULT ON DEFENDANT, BLAS BON** was served via  
electronic service to the following counsel of record:

Marissa Temple, Esq.  
MESSNER REEVES LLP  
5556 S. Fort Apache Road, Suite 100  
Las Vegas, Nevada 89148  
Attorneys for Defendant

  
An Employee of THE POWELL LAW FIRM

# **EXHIBIT 7**

# **EXHIBIT 7**

**AFFIDAVIT OF DENNIS M. PRINCE, ESQ. IN SUPPORT OF PLAINTIFF DIANE SANCHEZ'S APPLICATION FOR ENTRY OF DEFAULT JUDGMENT**

STATE OF NEVADA       )  
  ) ss.:  
COUNTY OF CLARK       )

I, DENNIS M. PRINCE, ESQ. being first duly sworn, under oath, depose and say that:

1. I am an attorney licensed to practice law in the state of Nevada and a Partner at the law firm of EGLET PRINCE, counsel for Plaintiff Diane Sanchez in this matter.

2. I have personal knowledge of the facts within and if called to testify, I will competently testify to the matters stated herein.

3. I have been informed and believe that Defendant Blas Bon is not in the military service of the United States, nor is Mr. Bon an infant or incompetent person.

4. On April 28, 2015, Plaintiff Diane Sanchez suffered severe and debilitating injuries in a motor vehicle collision. On August 7, 2015, Sanchez filed her Complaint for personal injuries against Defendant Blas Bon and former Defendant Joseph Acosta.

5. On October 20, 2015, Sanchez filed her Affidavit of Due Diligence wherein her process server describes the efforts made to effectuate service of the Summons and Complaint on Bon on September 22, 2015. See Exhibit "4."

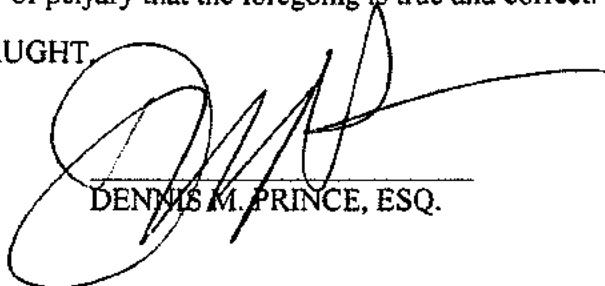
6. On March 29, 2016, Sanchez filed her Amended Affidavit of Compliance wherein she confirms that Bon was served with the Summons and Complaint through the Nevada Department of Motor Vehicles pursuant to NRS 14.070 on November 2, 2015. See Exhibit "5," at p. 2.

7. On November 9, 2015, Sanchez mailed a copy of the Summons and Complaint, traffic accident report, and Nevada Department of Motor Vehicles letter confirming proof of service to Bon, via certified mail, to Bon's last known address. *Id.* at p. 2. Bon never filed his Answer or otherwise responded to Sanchez's Complaint.

8. On April 1, 2016, the district court entered a default against Bon for failing to answer Sanchez's Complaint. See Exhibit "6."

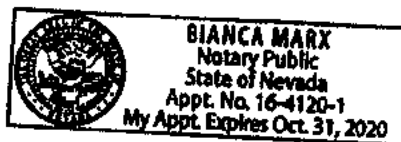
1 9. To date, and as a result of the underlying motor vehicle collision and Bon's  
 2 negligence, Sanchez incurred past medical expenses to treat her injuries suffered as a result of  
 3 the subject collision that total \$465,285.01.

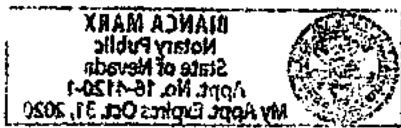
4 10. I declare under penalty of perjury that the foregoing is true and correct.  
 5 FURTHER, AFFIANT SAYETH NAUGHT.

6  
 7  
 8   
 DENNIS M. PRINCE, ESQ.

9 SUBSCRIBED AND SWORN to before me  
 10 this 29 day of March, 2019.

11   
 12 NOTARY PUBLIC





# **Exhibit B**

**(Plaintiff's Supplement  
to Application for Entry  
of Default Judgment)**



*Steven D. Grierson*

1 **SUPP**  
2 **DENNIS M. PRINCE**  
3 Nevada Bar No. 5092  
4 **KEVIN T. STRONG**  
5 Nevada Bar No. 12107  
6 **PRINCE LAW GROUP**  
7 8816 Spanish Ridge Ave.  
8 Las Vegas, NV 89148  
9 Telephone: (702) 534-7600  
10 Facsimile: (702) 534-7601  
11 Email: [dprince@thedplg.com](mailto:dprince@thedplg.com)  
12 Email: [kstrong@thedplg.com](mailto:kstrong@thedplg.com)  
13 Attorneys for Plaintiff  
14 *Diane Sanchez*

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 **DIANE SANCHEZ,**

12 **Plaintiff,**

13 **vs.**

14 **BLAS BON, individually; JOSEPH**  
15 **ACOSTA, individually; WILFREDO**  
16 **ACOSTA, individually; DOES I-X and ROE**  
17 **CORPORATIONS I-X, inclusive,**

18 **Defendants.**

Case No. A-15-722815-C  
Dept. No. XXV

**PLAINTIFF'S SUPPLEMENT TO  
APPLICATION FOR ENTRY OF  
DEFAULT JUDGMENT**

18 Plaintiff DIANE SANCHEZ, by and through her attorneys of record, Dennis M. Prince and  
19 Kevin T. Strong of PRINCE LAW GROUP, hereby supplements her Application for Entry of Default  
20 Judgment with the following Exhibits:

21 Unsworn Declaration in lieu of Affidavit Pursuant to NRS 53.045 of David J. Oliveri, M.D.,  
22 attached as Exhibit "1."

23 ...

24 ...

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28 ...

1 Unsworn Declaration in lieu of Affidavit Pursuant to NRS 53.045 of Stan V. Smith, Ph.D.,  
2 Exhibit "2."


3 DATED this 9th day of July, 2019.

4  
5 **PRINCE LAW GROUP**

6  
7   
8 DENNIS M. PRINCE  
9 Nevada Bar No. 5092  
10 KEVIN T. STRONG  
11 Nevada Bar No. 12107  
12 8816 Spanish Ridge Ave.  
13 Las Vegas, NV 89148  
14 Attorneys for Plaintiff  
15 Diane Sanchez  
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**Blas Bon**  
**3900 Cambridge Street, Suite 106**  
**Las Vegas, NV 89119**  
**Defendant**

  
An Employee of Prince Law Group

# **EXHIBIT “1”**

**UNSWORN DECLARATION IN LIEU OF AFFIDAVIT PURSUANT TO NRS 53.045 OF**  
**DAVID J. OLIVERI, M.D.**

STATE OF NEVADA        )  
                                       ) ss.:  
 COUNTY OF CLARK        )

I, David J. Oliveri, M.D., declare under penalty of perjury that the foregoing is true and correct.

1. I am a medical doctor who is Board Certified by the American Board of Physical Medicine and Rehabilitation. I am also Board Certified by the American Board of Electrodiagnostic Medicine.

2. I am an Independent Medical Examiner who is certified by the American Board of Independent Medical Examiners.

3. I am a Certified Life Care Planner.

4. My scope of medical practice consists of treatment for patients with musculoskeletal, neuromuscular, and spine injuries or disorders.

5. I also perform forensic medical evaluations, medical record reviews, and prepare life care plans as part of my practice as a retained medical expert. I have been qualified as a medical expert in the federal and state courts of Nevada, Arizona, Utah, and California.

6. My scope of practice includes providing permanent impairment rating evaluations for worker's compensation claims and personal injury lawsuits.

7. I am a Fellow of the American Academy of Physical Medicine and Rehabilitation (AAPMR), the American Association of Neuromuscular & Electrodiagnostic Medicine (AANEM), and the North American Spine Society (NASS). I am also a member of the Spine Intervention Society (SIS), the American Medical Association (AMA), the Nevada State Medical Association, and the Clark County Medical Society.

8. On November 11, 2016, I performed a comprehensive medical record review and preliminary life care plan for Plaintiff Diane Sanchez ("Diane") as part of my retention as a medical expert for the matter of *Sanchez v. Bon et al.*, Case No. A-15-722815-C. Prior to that date, I evaluated Diane on two occasions for electrodiagnostic testing. The scope of my medical record review concerned the injuries she sustained following an April 28, 2015 motor vehicle

1 collision. I also spoke with Diane, via telephone, on the same date I prepared my report to  
2 discuss her recent medical treatment

3 9. All of my medical opinions regarding Diane are outlined in six reports that I  
4 authored on November 11, 2016; January 28, 2017; May 11, 2017; September 21, 2017; April 6,  
5 2018; and March 15, 2019, respectively. I hereby declare that all of the findings, opinions, and  
6 statements stated in my November 11, 2016; January 28, 2017; May 11, 2017; September 21,  
7 2017; April 6, 2018; and March 15, 2019 reports are true and correct under penalty of perjury. I  
8 hereby fully incorporate my November 11, 2016; January 28, 2017; May 11, 2017; September  
9 21, 2017; April 6, 2018; and March 15, 2019 reports by reference as though fully set forth  
10 herein. My reports are attached to this unsworn declaration as Exhibit "1," "Exhibit "2,"  
11 Exhibit "3," Exhibit "4," Exhibit "5," and Exhibit "6."

12 10. I have diagnosed Diane with various injuries that are directly and causally related  
13 to the April 28, 2015 collision consisting of:

14 1. Traumatically-induced C6-7 disc extrusion with cord compression and upper  
15 extremity symptomatology status post C6-7 anterior cervical discectomy and fusion on July 27,  
16 2015;

17 2. Postoperative recurrence of left upper extremity symptomatology representing  
18 radiculitis versus neuropathic pain;

19 3. Traumatically-induced L4-5 disc injury status post anterior L4-5 artificial disc  
20 replacement on June 22, 2017;

21 4. Wrist/hand pain; resolved; and

22 5. Initial post-accident confusion; resolved.

23 11. All of Diane's medical treatment for the above diagnoses has been reasonable,  
24 medically necessary, and directly and causally related to the April 28, 2015 motor vehicle  
25 collision.

26 12. I also reviewed and evaluated Diane's medical bills outlining the treatment she  
27 received for the injuries and diagnoses listed above to determine whether those charges are usual  
28 and customary. Although there is no universal definition for "usual and customary," I consider  
up to the 95th percentile to be usual and customary for procedural ("CPT") codes. The usual and

1 customary rate for office visits with highly specialized physicians falls outside of the 95th  
2 percentile because office visit CPT codes are used by all physicians, including those with  
3 minimal postgraduate training. This causes average office charges to be skewed at a lower rate,  
4 even for physicians who have substantial postgraduate training and experience.

5 13. I analyzed Diane's medical bills based on my experience of reviewing medical  
6 bills over the last two decades and through the use of reliable database information. Specifically,  
7 I relied upon the OPTUM FeeAnalyzer.com Professional Database to spot check medical billing  
8 rates associated with specific CPT codes. The OPTUM database also provides specific data on  
9 charges for individual CPT codes based on geography. This data is updated on a monthly basis.  
10 As to the evaluation of hospital charges, I utilized my subscription to the American Hospital  
11 Directory to determine whether Diane's hospital charges are usual and customary.

12 14. Based upon this methodology, all of the charges for Diane's medical treatment for  
13 the above injuries and diagnoses are usual and customary for the Las Vegas community, except  
14 for the following:

15 1. Family Doctors of Green Valley's original billed amount is \$3,014.00. This  
16 provider dispensed name brand medications to Diane that cost \$1,199.00. See Exhibit "1," at  
17 pp. 16-17. If these medications were dispensed as generics, the usual and customary cost is  
18 approximately 30% of the billed amount. *Id.*

19 2. Khavkin Clinic's original billed amount is \$73,486.00. Dr. Khavkin's assistant  
20 surgeon, Ippei Takagi, M.D.'s charges for his services are seventy-five percent of the primary  
21 surgeon, Dr. Khavkin's charges. See Exhibit "1," at p. 17. The usual and customary cost  
22 ranges from twenty to twenty-five percent of the primary surgeon's fee. *Id.*

23 3. PayLater Pharmacy's original billed amount is \$25,359.40. The usual and  
24 customary cost for the medications dispensed is approximately twenty-five percent of the total  
25 amount. See Exhibit "4," at p. 5; and Exhibit "5," at pp. 3-4.

26 15. All of Diane's charges for her medical treatment, including the adjusted charges  
27 outlined above, are directly and causally related to the April 28, 2015 motor vehicle collision.  
28

1 16. As to Diane's prognosis and need for future medical care, I expect that she will  
2 continue to experience residual chronic pain and other symptoms related to her cervical spine  
3 and lumbar spine that will necessitate future treatment.

4 17. Diane will require future medical treatment to manage these conditions that  
5 consists of: (1) pain management care; (2) spine surgeon consults for future adjacent segment  
6 cervical spine and lumbar spine surgeries; (3) physical therapy; (4) various prescription  
7 medications; (5) preoperative radiographic studies; (6) trial implantation of cervical spine  
8 neurostimulator; (7) potential permanent implantation of cervical spine neurostimulator and  
9 periodic IPG replacement depending on response; (8) preoperative medical clearance for cervical  
10 spine and lumbar spine surgeries; (9) future cervical spine fusion surgery for adjacent segment  
11 breakdown; and (10) future lumbar spine surgery for adjacent segment breakdown.

12 18. The total estimated costs for Diane's future medical treatment are: (1) \$41,316.00  
13 to \$123,948.00 for pain management care; (2) \$43,016.00 to \$125,648.00 for spine surgeon  
14 consults for future adjacent segment cervical spine and lumbar spine surgeries; (3) \$79,200.00  
15 for physical therapy; (4) \$127,809.00 for various prescription medications; (5) \$3,991.00 for  
16 preoperative radiographic studies; (6) \$26,131.00 to \$36,131.00 for trial implantation of cervical  
17 spine neurostimulator; (7) \$1,539.00 for preoperative medical clearance for cervical spine  
18 surgery; (8) \$168,263.00 to \$218,338.00 for future cervical spine fusion surgery for adjacent  
19 segment breakdown; (9) \$1,539.00 for preoperative medical clearance for future lumbar spine  
20 surgery; and (10) \$290,911.00 for future lumbar spine surgery for adjacent segment breakdown.

21 19. The total estimated cost for Diane's future medical treatment is ranges from  
22 \$742,399.00 to \$885,106.00.

23 20. All of my opinions outlined in this declaration are made to a reasonable degree of  
24 medical probability.



DAVID J. OLIVERI, M.D.

25  
26  
27 EXECUTED on this 10<sup>th</sup> day of June, 2019.  
28



# **EXHIBIT “2”**

**UNSWORN DECLARATION IN LIEU OF AFFIDAVIT PURSUANT TO NRS 53.045 OF**  
**STAN V. SMITH, Ph.D.**

STATE OF NEVADA            )  
   ) ss.:  
 COUNTY OF CLARK            )

I, Stan V. Smith, Ph.D., declare under penalty of perjury under the law of the State of Nevada, that the foregoing is true and correct.

1. I am an economist and President of Smith Economics Group, Ltd. Smith Economics Group, Ltd. provides economic and financial consulting and economic legal analysis in federal and state courts on damages of every sort, including personal injury and wrongful death losses such as lost wages, benefits, services, and hedonic damages.

2. I graduated from Cornell University with a Bachelor of Science Degree in Operations Research in 1968. In 1972, I graduated from the University of Chicago, Chicago, Illinois, with a Master's Degree in Economics. In 1997, I received a Ph.D. in Economics from the University of Chicago, Chicago, Illinois.

3. I am a board certified by the American College of Forensic Examiners.

4. I am a member and diplomat of the American Board of Disability Analysts, a member of the American Economics Association, a member of the American Finance Association, and a member of the National Association of Forensic Economics.

5. I have authored or co-authored over fifty articles that were published by various journals and periodicals including Forensic Rehabilitation & Economics and Journal of Forensic Economics.

6. I have performed forensic economic work in the litigation arena since 1985.

7. On December 21, 2016, I performed a comprehensive economic analysis and calculation of the value of economic losses sustained by Plaintiff Diane Sanchez ("Ms. Sanchez") as part of my retention as an economist in the matter of *Sanchez v. Bon et al.*, Eighth Judicial District Court Case No. A-15-722815-C. The scope of my analysis and calculations consisted of the following categories of economic damages: (1) the loss of wages and employee benefits; (2) the loss of housekeeping and household management services; (3) the cost of a future life care plan for Ms. Sanchez as determined by her retained physical medicine and

1 rehabilitation physician, David J. Oliveri, M.D.; and (4) the reduction in value of life, also  
2 known as loss of enjoyment of life. On March 18, 2019, I authored a second report wherein I  
3 updated the present value calculations of Ms. Sanchez's economic damages.

4 8. All of my economic opinions regarding Ms. Sanchez are outlined in two reports  
5 that I authored on December 21, 2016 and March 18, 2019, respectively. I hereby declare that  
6 all of the findings, opinions, and statements stated in my December 21, 2016 and March 18,  
7 2019 reports are true and correct under penalty of perjury under the law of the State of Nevada.  
8 I hereby fully incorporate my December 21, 2016 and March 18, 2019 reports by reference as  
9 though fully set forth herein. My reports are attached to this unsworn declaration as Exhibit "1"  
10 and Exhibit "2."

11 9. I calculated Ms. Sanchez's loss of wages and employee benefits under two  
12 distinct scenarios. Under Scenario 1, Ms. Sanchez's wage loss began at \$26,900.00 in year 2017  
13 dollars, which represents the average earnings of a taxi driver in Las Vegas. Ms. Sanchez's  
14 wages were grown at an estimated wage growth rate of three percent (3%) in 2018, 2019, and  
15 2020. Wages past 2020 were grown at a real rate of one percent (1%). The present value of  
16 Sanchez's total past and future loss of wages and employee benefits totals \$694,708.00,  
17 assuming she works to age sixty-seven (67).

18 10. Under Scenario 2, Ms. Sanchez's wage loss began at \$26,900.00 in year 2017  
19 dollars, which represents the average earnings of a taxi driver in Las Vegas. Scenario 2 is grown  
20 to \$39,740.00 in 2017 dollars in the year 2020, which represents the seventy-fifth (75th)  
21 percentile for wages earned by pharmacy technicians in Las Vegas. I assumed that Ms. Sanchez  
22 would have worked as a pharmacy technician by 2020 had she not suffered injuries from the  
23 subject collision. Wages were again grown at an estimated wage growth rate of three percent  
24 (3%) in 2018, 2019, and 2020. Wages past 2020 were again grown at a real rate of one percent  
25 (1%). The present value of Ms. Sanchez's total past and future loss of wages and employee  
26 benefits totals \$985,812.00, assuming she works to age sixty-seven (67).

27 11. I calculated Ms. Sanchez's loss of past and future household services damages by  
28 conducting an interview of her to determine her ability to perform household chores. Based on  
Ms. Sanchez's representations, I determined that her loss of ability to perform household chores

1 is approximately eighty percent (80%). I utilized an hourly rate of \$14.99 for various workers  
 2 who provide household services to estimate the value of Ms. Sanchez's loss. I also relied on the  
 3 American Time Use Survey to determine the number of hours per week spent on housekeeping  
 4 and household management services for persons of various ages to demonstrate the deviation in  
 5 loss as Ms. Sanchez ages. Based on these assumptions and Ms. Sanchez's life expectancy of  
 6 83.5 years, the present value of Ms. Sanchez's total loss of past and future household services is  
 7 \$446,334.00.

8 12. I calculated Ms. Sanchez's damages resulting from the reduction in the value of  
 9 her life by approximating how her physical injuries impacted her ability to lead a normal life by  
 10 performing activities of daily living, as well as career, social, and leisure activities. I used the  
 11 information I gleaned from my interview with Ms. Sanchez to calculate the percentage of loss in  
 12 the value of her life to range from fifty percent (50%) to seventy percent (70%). I also relied on  
 13 economic publications that have outlined the methodology necessary to estimate the value of life  
 14 in after-tax dollars. Based on Ms. Sanchez's life expectancy of 83.5 years, the present value of  
 15 her damages resulting from the reduction in the value of her life is \$2,685,877.00.

16 13. Finally, I calculated the present value of Ms. Sanchez's future medical treatment  
 17 outlined in David J. Oliveri, M.D.'s life care plan dated March 15, 2019. I assumed a real  
 18 growth rate of one point seven zero percent (1.70%) for medical services, zero-point seven zero  
 19 percent (0.70%) for medical commodities, one percent (1%) for non-medical services, and zero  
 20 percent (0%) for non-medical commodities. These growth rates are based on medical care  
 21 growth data from the U.S. Bureau of Labor Statistics. Based on this information, the present  
 22 value of Ms. Sanchez's future medical treatment is \$827,038.00.

23 14. All of my opinions outlined in this declaration are made to a reasonable degree of  
 24 economic probability.

25   
 26 STAN V. SMITH, Ph.D.

27  
 28 EXECUTED on this 10<sup>TH</sup> day of May, 2019.

# **Exhibit C**

(Notice of Entry of  
Default Judgment)

*Steven D. Grierson*

1 NEJD  
2 DENNIS M. PRINCE, ESQ.  
3 Nevada Bar No. 5092  
4 KEVIN T. STRONG, ESQ.  
5 Nevada Bar No. 12107  
6 **PRINCE LAW GROUP**  
7 8816 Spanish Ridge Avenue  
8 Las Vegas, NV 89148  
9 Telephone: (702) 534-7600  
10 Facsimile : (702) 534-7601  
11 Email: [dprince@thedplg.com](mailto:dprince@thedplg.com)  
12 Email: [kstrong@thedplg.com](mailto:kstrong@thedplg.com)  
13 Attorneys for Plaintiff

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

12 DIANE SANCHEZ,  
13 Plaintiff,

14 vs.

15 BLAS BON, individually; JOSEPH ACOSTA,  
16 individually; WILFREDO ACOSTA,  
17 individually; DOES I-X, and ROE  
18 CORPORATIONS I-X, inclusive,

19 Defendants.

20 JOSEPH ACOSTA, individually; and  
21 WILFREDO ACOSTA, individually,

22 Crossclaimants,

23 vs.

24 BLAS BON, individually,  
25 Crossdefendant.

CASE NO.: A-15-722815-C  
DEPT. NO. XXV

1 /  
**NOTICE OF ENTRY OF  
DEFAULT JUDGMENT**



1 PLEASE TAKE NOTICE that a Default Judgment was entered in this matter on the 19<sup>th</sup> day  
2 of July, 2019. A copy of said Default Judgment is attached hereto as Exhibit 1.

3 DATED this 19<sup>th</sup> day of July, 2019.

4 **PRINCE LAW GROUP**

5   
6 DENNIS M. PRINCE, ESQ.

7 Nevada Bar No. 5092

8 KEVIN T. STRONG, ESQ.

9 Nevada Bar No. 12107

10 8816 Spanish Ridge Avenue

11 Las Vegas, NV 89148

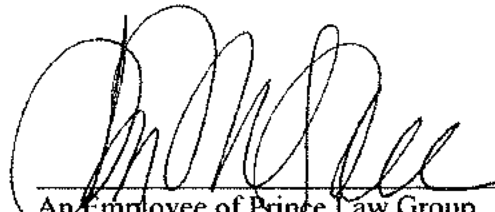
12 Attorneys for Plaintiff  
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of PRINCE LAW GROUP, and that  
3 on the 19th day of July, 2019, I caused the foregoing document entitled **NOTICE OF ENTRY OF**  
4 **DEFAULT JUDGMENT** to be served upon those persons designated by the parties in the E-Service  
5 Master List for the above-referenced matter in the Eighth Judicial District Court E-Filing System in  
6 accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the  
7 Nevada Electronic Filing and Conversion Rules and by U.S. Postal Service, postage prepaid, to  
8 Defendant Blas Bon's last known address as stated below:

9 Blas Bon  
10 3900 Cambridge Street  
11 Suite 106  
12 Las Vegas, NV 89119  
13 Defendant

14   
An Employee of Prince Law Group



# EXHIBIT 1

*Steven D. Grierson*

**JUDG**  
**DENNIS M. PRINCE**  
Nevada Bar No. 5092  
**KEVIN T. STRONG**  
Nevada Bar No. 12107  
**PRINCE LAW GROUP**  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148  
Tel: 702.534.7600  
Fax: 702.534.7601  
Attorneys for Plaintiff  
*Diane Sanchez*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

**DIANE SANCHEZ,**  
**Plaintiff,**

Case No. A-15-722815-C  
Dept. No. XXV

**DEFAULT JUDGMENT**

**vs.**

**BLAS BON, individually; JOSEPH**  
**ACOSTA, individually; WILFREDO**  
**ACOSTA, individually; DOES I-X and ROE**  
**CORPORATIONS I-X, inclusive,**

**Defendants.**

Plaintiff Diane Sanchez's ("Sanchez") Application for Default Judgment was brought for hearing in Department XXV of the Eighth Judicial District Court, before The Honorable Kathleen E. Delaney, on the 11th day of June, 2019, with Dennis M. Prince and Kevin T. Strong of PRINCE LAW GROUP, appearing on behalf of Plaintiff Diane Sanchez and no one appearing on behalf of Defendant Blas Bon. The Court having reviewed the application on file herein, the documents attached thereto, and being duly advised in the premises:

This matter arises from a motor vehicle collision involving four (4) cars that occurred on April 28, 2015. On August 7, 2015, Sanchez filed her Complaint for personal injuries against Defendants Blas Bon ("Bon") and Joseph Acosta. On October 13, 2016, Sanchez filed her Amended Complaint wherein she named Wilfredo Acosta as an additional defendant. On October 16, 2018, Sanchez and the Acosta Defendants filed their Stipulation and Order for Dismissal with Prejudice following their confidential settlement of Sanchez's claims.

1

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input checked="" type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Def(s)	<input type="checkbox"/> Judgment of Arbitration

*mk*



Prince Law Group  
8816 Spanish Ridge  
Las Vegas, NV 89148

NBIS 000381  
JUL 12 2019

As to Bon, Sanchez filed her Affidavit of Due Diligence on October 22, 2015 wherein the process server described his failed efforts to personally serve Bon with the Summons and Complaint at his last known address on September 22, 2015. On March 29, 2016, Sanchez filed her Amended Affidavit of Compliance wherein she confirmed that Bon was served with the Summons and Complaint through the Nevada Department of Motor Vehicles, pursuant to NRS 14.070, on November 2, 2015. On November 9, 2015, Sanchez also sent, via certified mail, copies of the Summons, Complaint, traffic accident report, and November 2, 2015 DMV letter confirming proof of service, to Bon's last known address: 3900 Cambridge Street, Suite 106, Las Vegas, Nevada 89119. This package went unclaimed and was returned to Sanchez on November 12, 2015. On April 1, 2016, the district court entered Default against Bon for his failure to file an answer to Sanchez's Complaint or to otherwise appear in the action within twenty (20) days of service. On March 29, 2019, Sanchez filed her Application for Entry of Default Judgment pursuant to NRCP 55(b)(2). The district court's entry of default constitutes an admission by Bon of all material facts alleged in Sanchez's Complaint. *Estate of LoMastro v. Am. Family Ins. Group*, 124 Nev. 1060, 1068 (2008). As a result, entry of default against Bon resolves the issues of liability and causation for all claims for relief in Sanchez's Complaint. *Id.* The only outstanding issue is the extent of Sanchez's damages.

Based on the foregoing, this Court finds and enters judgment against Bon as follows:

1. On April 28, 2015, Sanchez traveled northbound on Interstate 15 in a 1995 BMW 325i in the #5 travel lane. Bon drove a 1997 Dodge Ram 2500 pickup truck, wherein he hauled two wheelbarrows in the truck bed, directly behind Sanchez. Bon negligently collided with the left side of Sanchez's rear bumper.

2. As a result of Bon's negligence, Sanchez sustained severe and life-altering injuries to her cervical spine and lumbar spine that required substantial medical treatment, including anterior artificial disc replacement surgery at L4-5 of her lumbar spine, as established by her medical records.

3. As a result of Bon's negligence, it is reasonably foreseeable that Sanchez will suffer ongoing pain, suffering, and loss of enjoyment of life. It is also reasonably foreseeable that Sanchez will

undergo future medical treatment to address her cervical and lumbar spine injuries and ongoing residual chronic pain complaints suffered as a result of Bon's negligence. Sanchez's need for future medical treatment and the associated costs for her future medical treatment are established by her medical records and opinions of her retained medical expert, David J. Oliveri, M.D. Dr. Oliveri offers these opinions to a reasonable degree of medical probability.

4. As a result of Bon's negligence, Sanchez suffered past economic damages and it is reasonably foreseeable that Sanchez will suffer future economic damages that consist of: (1) future medical expenses, (2) past and future loss of wages and employee benefits, (3) loss of past and future housekeeping and household management services, and (4) reduction in the value of life damages. The extent of Sanchez's past and future economic damages is established by the opinions of her retained economist, Stan V. Smith, Ph.D. Dr. Smith offers his opinions to a reasonable degree of economic probability. Sanchez's permanent functional capacity disability that will preclude her from working in the future is established by the opinions of Dr. Oliveri. Dr. Oliveri offers this opinion to a reasonable degree of medical probability.

Based upon the papers, pleadings, and evidence on file herein, judgment is hereby entered in favor of Plaintiff Diane Sanchez and against Defendant Blas Bon, jointly and severally, as follows:

1. Past medical special damages:	\$465,285.01
2. Future medical special damages:	\$827,038.00
3. Past and future economic wage loss and employee benefits:	\$840,260.00
4. Past and future economic loss of household services:	\$446,334.00
5. Past pain and suffering:	\$2,000,000.00
6. Future pain and suffering:	\$3,000,000.00
7. Future reduction in the value of life:	\$2,685,877.00
8. Pre-judgment interest as allowed by Nevada law on past damages:	\$599,417.62
<b>Total Damages:</b>	<b>\$10,864,211.63</b>

Attorneys' fees based on a contingency fee agreement of forty percent (40%) of the total judgment award in the amount of \$4,345,684.65 ( $\$10,864,211.63 \times .40$ ) pursuant to *O'Connell v. Wynn Las Vegas, LLC*, 134 Nev. Adv. Rep. 67, 429 P.3d 664, 670-71 (Nev. Ct. App. 2018).


A total judgment in the amount of \$15,209,896.28, plus costs in the amount of \$2,759.45, is hereby entered in favor of Plaintiff Diane Sanchez and against Defendant Blas Bon. Plaintiff Diane Sanchez shall also be entitled to interest as allowed by Nevada law from the date of entry hereof until the judgment is fully satisfied.

DATED this 19<sup>th</sup> day of July, 2019.

  
DISTRICT COURT JUDGE

Respectfully Submitted By:

**PRINCE LAW GROUP**

  
DENNIS M. PRINCE  
Nevada Bar No. 5092  
KEVIN T. STRONG  
Nevada Bar No. 12107  
8816 Spanish Ridge Avenue  
Las Vegas, Nevada 89148  
Tel: 702.534.7600  
Fax: 702.534.7601  
Attorneys for Plaintiff  
Diane Sanchez

# **Exhibit D**

**(Real Property Parcel  
Record)**

<b>GENERAL INFORMATION</b>	
<b>PARCEL NO.</b>	162-15-702-011
<b>OWNER AND MAILING ADDRESS</b>	COUNTY OF CLARK (ADMINISTRATIVE) 500 S GRAND CENTRAL PKWY LAS VEGAS NV 89155
<b>LOCATION ADDRESS CITY/UNINCORPORATED TOWN</b>	3900 CAMBRIDGE ST PARADISE
<b>ASSESSOR DESCRIPTION</b>	PARCEL MAP FILE 51 PAGE 29 LOT 1 & PT NE4 SE4 15 21 61
<b>RECORDED DOCUMENT NO.</b>	* 19970130:00868
<b>RECORDED DATE</b>	Jan 30 1997
<b>VESTING</b>	NS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

<b>ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT</b>	
<b>TAX DISTRICT</b>	470
<b>APPRAISAL YEAR</b>	2019
<b>FISCAL YEAR</b>	2020-21
<b>SUPPLEMENTAL IMPROVEMENT VALUE</b>	0
<b>INCREMENTAL LAND</b>	0
<b>INCREMENTAL IMPROVEMENTS</b>	0

<b>REAL PROPERTY ASSESSED VALUE</b>		
<b>FISCAL YEAR</b>	2019-20	2020-21
<b>LAND</b>	167096	187983
<b>IMPROVEMENTS</b>	606005	613604
<b>PERSONAL PROPERTY</b>	0	0
<b>EXEMPT</b>	773100	801586
<b>GROSS ASSESSED (SUBTOTAL)</b>	773100	801586
<b>TAXABLE LAND+IMP (SUBTOTAL)</b>	2208857	2290246
<b>COMMON ELEMENT ALLOCATION ASSD</b>	0	0
<b>TOTAL ASSESSED VALUE</b>	773100	801586
<b>TOTAL TAXABLE VALUE</b>	2208857	2290246

<b>ESTIMATED LOT SIZE AND APPRAISAL INFORMATION</b>	
<b>ESTIMATED SIZE</b>	1.37 Acres
<b>ORIGINAL CONST. YEAR</b>	1989
<b>LAST SALE PRICE MONTH/YEAR SALE TYPE</b>	2030 1/1997 R - Recorded Value
<b>LAND USE</b>	41.335 - Offices, Professional and Business Services
<b>DWELLING UNITS</b>	1

<b>PRIMARY RESIDENTIAL STRUCTURE</b>
--------------------------------------

NBIS 000386

1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE	Office Building	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

NBIS 000387



# **Exhibit E**

## **(Correspondence)**



June 16, 2015

VIA FAX AND U.S. MAIL  
866-291-3559

DMA Claims Services  
P.O. BOX 648  
Battle Creek, MI 49016

RECEIVED  
JUN 31 2015  
DMA Claims Services

RE: Our Client : Diane Sanchez  
Your Insured : Hipolito Cruz  
Claim No. : DMA-0147074  
Date of Accident : April 28, 2015

To Whom It May Concern:

This letter and the attached information constitute our settlement demand in the above-mentioned matter for Diane Sanchez.

**Specials.** The medical bills of Ms. Sanchez total \$7,818 the bills and records are attached for your review.

**Futures:** Ms. Sanchez has been recommended for C6-C7 cervical decompression and fusion by Dr. Khavkin which is in Dr. Khavkin's June 4, 2015 chart note.

**Demand.** We are prepared to settle this matter on behalf of Diane Sanchez, fully and finally, for ALL APPLICABLE POLICY LIMITS. If you do not respond to this demand by **June 30, 2015**, we will file suit and seek the full measure of our client's damages, without regard to policy limits. Your response must be delivered by 5 p.m. Pacific Standard Time by either facsimile or phone call on the aforementioned date. Notice by regular mail will be insufficient notice since it is unlikely that the mail will reach my office prior to the deadline.

Additionally, please disclose the existence of any other applicable policies, umbrellas, or any other coverage on this claim. I look forward to hearing from you.

Thank you for your courtesy and cooperation.

Sincerely,

Paul D. Powell, Esq.



July 10, 2015

Nevada Injury Lawyers  
7785 West Sahara, Suite 101  
Las Vegas, NV 89117

Re: Insured: Hipolito Cruz  
Claim Number: Diane Sanchez  
Date of Loss: 04/28/2015  
Owner of File: DMA-0147074

Dear Mr. Powell:

We represent the interest of ATX Premier Insurance Company for the above loss.

We are writing to advise you that we are in the process of investigating DMA-0147074 this claim. In order for us to complete our investigation, we need additional time to secure the following information:

- \* Statement from the vehicle drivers involved in this incident.  
Photos of the vehicles involved in this incident

We are unable to come to a determination regarding DMA-0147074 claim because we have not received the above information. There are multiple impacts involved in this incident and we are attempting to determine the liability. We are currently operating on a reservation of rights with our insured for non-cooperation. If you have additional information that could help us make these determinations we would appreciate any assistance that you can provide.

We estimate that we will be in a position to evaluate DMA-0147074 claim within thirty days of receipt of this information. We will contact you after we have received and had the opportunity to review the above.

In the meantime, if you have any questions, please let us know. Thank you for your cooperation.

Sincerely,

DeLawrence Templeton  
Bodily Injury Claims Representative  
(269) 200-4846  
dtempleton@dmaclaims.com



Claims Services

www.dmaclaims.com

P.O. Box 648 Battle Creek, MI 49016

July 17, 2015

Nevada Injury Lawyers  
7785 West Sahara, Suite 101  
Las Vegas, NV 89117

Insured: Hipolito Cruz  
Claim No: DMA-0147074  
D/Loss: 04/28/2015  
O/File: Diane Sanchez

Dear Mr. Powell:

We represent the interests of ATX Premier Insurance Company in the above matter.

We have completed a thorough investigation and examination of the facts and circumstances surrounding the above-referenced accident.

We have completed our investigation into the facts of the above listed loss and must inform you that the claim is denied. Our policy only covers losses for which our insured becomes legally liable. After a review of the facts of this loss, we have determined that our insured was not the proximate cause of the loss, and therefore, not legally liable for the resulting damages.

Therefore, we are unable to consider any portion of your claim. In taking this action of denying the claim for specific reasons stated herein, ATX Premier Insurance Company EXPRESSLY RESERVES and DOES NOT WAIVE any right to raise other defenses at any subsequent time.

If there is any information, not already provided, that you believe would affect this determination, please forward it to the undersigned for further consideration.

Sincerely,

DeLawrence Templeton  
Bodily Injury Claims Representative  
(269) 200-4846  
dtempleton@dmaclaims.com

**"ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES"**

NBIS 000391



August 8, 2015

Via U.S. MAIL

ATX Premier Insurance  
Attn: DeLawrence Templeton  
PO Box 142768  
Dallas, Texas 75014

RECEIVED  
AUG 19 2015

DMA Claims Services

Re: **Sanchez v. Cruz**  
**Claim No. DMA-0147074**  
**Date of Loss: April 28, 2015**

Dear Mr. Templeton:

I am in receipt of your correspondence from July 10, 2015. As you know, my office recently attempted to resolve Ms. Sanchez's claims with ATX PREMIER. The policy limit of your insured, Mr. Cruz, is just \$15,000. At the time of the demand, Ms. Sanchez's bills were nearly \$8,000, and she was scheduled to undergo a cervical fusion surgery by Dr. Gene Khavkin for crash-related injuries. Instead of paying the policy limit, ATX PREMIER confusingly failed to respond to the time-sensitive demand.

On July 10, 2015 — approximately 10 days after the demand due date — you contacted me and requested additional time to evaluate the claim. You indicated to me that the claim was passed around to multiple claims handlers prior to you. You indicated that ATX PREMIER was bought by another company and that any demands sent to the ATX PREMIER PO Box weren't handled in a timely manner with respect to allocation to claims handlers.

~~As you know, this crash occurred in late April 2015. The Traffic Report indicates that Mr. Blas~~ (who was driving the car insured by Mr. Cruz) caused the start of a four-car crash by striking Ms. Sanchez from behind. There is no dispute that fault lies with Mr. Blas under Nevada's "duty to use due care" requirement. ATX PREMIER indicated that it could not offer any settlement on the case because it was still evaluating the claim. Yet, you indicated that ATX PREMIER had yet to investigate the claim due to the mishaps with the PO Box. ATX PREMIER had yet to review photos of the crash. ATX PREMIER made no substantive efforts to contact Mr. Blas or Mr. Cruz. And even if driver/insured were contacted, it doesn't change our story line — Mr. Blas struck Ms. Sanchez from behind, and Ms. Sanchez required immediate fusion surgery for crash-related injuries.

In light of the need for immediate fusion surgery, and considering the nature of this crash, the refusal to tender policy limits is troubling. Please be advised that Ms. Sanchez withdraws the policy limit demand. The refusal by ATX PREMIER to timely tender the policy limits forces Ms. Sanchez to file a lawsuit. She also intends to continue with recommended medical treatment. As this case now moves into litigation, please be advised that ATX PREMIER's conduct will be treated as a bad faith attempt to avoid payment. Accordingly, Ms. Sanchez will no longer accept the ATX PREMIER policy limits at any time in the future.

The bad faith component is important as we move forward. In my experience, it is unlikely that ATX PREMIER will alert Mr. Cruz to the fact that Ms. Sanchez offered to settle for the policy limit prior to commencing litigation, and that ATX PREMIER rejected this offer. It is also unlikely that ATX PREMIER will alert Mr. Cruz to potential extra-contractual claims based on the likelihood of an excess judgment. Insurance companies never do. This failure to notify your own insured of this bad faith conduct creates a direct conflict between ATX PREMIER and Mr. Cruz.

ATX PREMIER's business gamble also creates a troublesome conflict for the defense attorney on this case. The attorney is hired by ATX PREMIER. But ultimately, the attorney must provide Mr. Cruz with advice that is potentially detrimental to ATX PREMIER. To alleviate this conflict, both long-standing and recent case law suggests that Mr. Cruz should consult with independent bad faith counsel.

To further this protection, I can suggest several extremely competent bad faith attorneys who can advise Mr. Cruz of the potential bad faith rights. **Importantly, these attorneys will meet with Mr. Cruz at no charge.** In my experience, bad faith counsel is critical to ensure that Mr. Cruz receives a fair-handed legal evaluation. And considering the present and future medical care in this case, an excess verdict is likely — thus mandating the need for bad faith counsel. Please let me know if you would like assistance in this regard, or if you desire to discuss this matter further.

Lastly, to my knowledge, at no time since our earlier discussion has ATX PREMIER engaged in any contact with my office. And no additional settlement offers were provided. Once again, please be advised that any offers to settle for policy limits have been withdrawn. A lawsuit has been filed on behalf of my client. And my client intends to treat for injuries sustained in this crash, and to recover the full measure of damages through litigation. The sole cause of this need to litigate is because ATX PREMIER failed to properly and fairly evaluate the claim. Please notify your insured of this upcoming litigation and the unfortunate need for bad faith counsel.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul D. Powell", with a long horizontal line extending to the right.

Paul D. Powell, Esq.

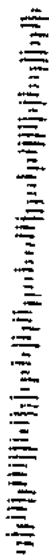


6785 W. RUSSELL, SUITE 210  
LAS VEGAS, NV 89118

LAS VEGAS  
NV 890  
13 AUG '15  
PM 2 L

neopost<sup>®</sup>  
FIRST-CLASS MAIL  
08/12/2015  
**US POSTAGE**  
**\$00.48**

ZIP 89052  
041L13815360



# **Exhibit F**

## **(Court Minutes)**



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Negligence - Auto**

**COURT MINUTES**

**April 11, 2017**

---

A-15-722815-C      Diane Sanchez, Plaintiff(s)  
vs.  
Blas Bon, Defendant(s)

---

**April 11, 2017      9:00 AM      Deft. / Cross-Claimant Joseph Acosta's Motion to Enlarge  
Time to Perfect Service of Cross Claim Against Cross-  
Deft. Blas Bon**

**HEARD BY:** Delaney, Kathleen E.

**COURTROOM:** RJC Courtroom 03F

**COURT CLERK:** Shelley Boyle

**REPORTER:** Sharon Howard

**PARTIES**      Finch, Renee M.

Attorney for Deft.

**PRESENT:**      Kristof, Michael A.

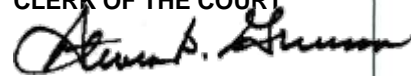
Attorney for Pltf.

**JOURNAL ENTRIES**

- Mr. Finch stated Deft. Bon is very much aware of the case and requested time to try to serve Deft. Bon again. Colloquy regarding how much time the Court should allow for service. COURT STATED ITS FINDINGS, and ORDERED, Motion GRANTED; the Court will allow another SIXTY (60) DAYS to serve Deft. Blas Bon. Mr. Finch is to prepare the Order, provide a copy to opposing counsel for review as to form and content, and return it back to the Court within 10 days.

**EXHIBIT 7**

**EXHIBIT 7**



1 **NEOJ**  
2 DENNIS M. PRINCE  
3 Nevada Bar No. 5092  
4 KEVIN T. STRONG  
5 Nevada Bar No. 12107  
6 **PRINCE LAW GROUP**  
7 10801 West Charleston Blvd., Suite 560  
8 Las Vegas, Nevada 89135  
9 Tel: (702) 534-7600  
10 Fax: (702) 534-7601  
11 Email: [eservice@thedplg.com](mailto:eservice@thedplg.com)  
12 Attorneys for Plaintiff  
13 Diane Sanchez

8 **EIGHTH JUDICIAL DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 DIANE SANCHEZ,  
11 Plaintiff,

Case No. A-15-722815-C  
Dept. No. XXV

12 vs.

**NOTICE OF ENTRY OF ORDER**  
**DENYING DEFENDANT BLAS**  
**BON'S MOTION TO SET ASIDE**  
**DEFAULT JUDGMENT**

13 BLAS BON, individually; JOSEPH  
14 ACOSTA, individually; WILFREDO  
15 ACOSTA, individually; DOES I-X and  
16 ROE CORPORATIONS I-X, inclusive,  
17 Defendants.

17 PLEASE TAKE NOTICE that an Order Denying Defendant Blas Bon's Motion to  
18 Set Aside Default Judgment was entered on the 19<sup>th</sup> day of September, 2020 in the  
19 above-referenced matter, a copy of which is attached hereto.

20 DATED this 21<sup>st</sup> day September, 2020.

21 **PRINCE LAW GROUP**

22   
23 DENNIS M. PRINCE  
24 Nevada Bar No. 5092  
25 KEVIN T. STRONG  
26 Nevada Bar No. 12107  
27 10801 W. Charleston Blvd., Suite 560  
28 Las Vegas, NV 89135  
Attorneys for Plaintiff  
Diane Sanchez



1  
2  
3 **CERTIFICATE OF SERVICE**

4 Pursuant to NRCP 5(b), I certify that I am employee of **PRINCE LAW GROUP**,  
5 and that on the 21 day of September, 2020, I caused the foregoing document entitled  
6 **NOTICE OF ENTRY OF ORDER DENYING DEFENDANT BLAS BON'S**  
7 **MOTION TO SET ASIDE DEFAULT JUDGMENT** to be served upon those persons  
8 designated by the parties in the E-Service Master List for the above-referenced matter  
9 in the Eighth Judicial District Court eFiling System in accordance with the mandatory  
10 electronic service requirements of Administrative Order 14-2 and the Nevada  
11 Electronic Filing and Conversion Rules, as follows:

12 WILLIAM P. VOLK  
13 Holley Driggs  
14 400 South Fourth Street  
15 Third Floor  
16 Las Vegas, Nevada 89101  
17 Attorneys for Defendant  
18 *Blas Bon*

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
  
An Employee of Prince Law Group

*H. M. Prince*  
CLERK OF THE COURT

1 **ORDER**  
2 **DENNIS M. PRINCE**  
3 Nevada Bar No. 5092  
4 **KEVIN T. STRONG**  
5 Nevada Bar No. 12107  
6 **PRINCE LAW GROUP**  
7 10801 West Charleston Boulevard  
8 Suite 560  
9 Las Vegas, Nevada 89135  
10 Tel: (702) 534-7600  
11 Fax: (702) 534-7601  
12 Email: [eservice@thedplg.com](mailto:eservice@thedplg.com)  
13 Attorneys for Plaintiff  
14 *Diane Sanchez*

15 **EIGHTH JUDICIAL DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 **DIANE SANCHEZ,**  
18 **Plaintiff,**

CASE NO. A-15-722815-C  
DEPT. NO. XXV

19 vs.

**ORDER DENYING**  
**DEFENDANT BLAS BON'S**  
**MOTION TO SET ASIDE**  
**DEFAULT JUDGMENT**

20 **BLAS BON, individually; JOSEPH**  
21 **ACOSTA, individually; WILFREDO**  
22 **ACOSTA, individually; DOES I-X and**  
23 **ROE CORPORATIONS I-X, inclusive,**  
24 **Defendants.**

25 Defendant BLAS BON's Motion to Set Aside Default Judgment was brought for  
26 hearing in Department XXV of the Eighth Judicial District Court, before the Honorable  
27 Kathleen Delaney, on the 25th day of February, 2020, with Dennis M. Prince and Kevin  
28 T. Strong of PRINCE LAW GROUP, appearing on behalf of Plaintiff DIANE SANCHEZ;  
and William P. Volk of HOLLEY DRIGGS, appearing on behalf of Defendant BLAS  
BON.<sup>1</sup> The Court having reviewed the pleadings and papers on file herein, having heard  
oral argument, and being duly advised in the premises:

...

...

<sup>1</sup> At the time of the hearing, Mr. Volk was a partner at Kolesar & Leatham. Since that time, Kolesar & Leatham ceased operations and Mr. Volk is now a partner/shareholder with Holley Driggs.

1       **THE COURT HEREBY FINDS** that NRCP 60(b) outlines the specific legal  
2 grounds for a district court to grant a party relief from a final judgment. The legal  
3 grounds outlined in NRCP 60(b) include mistake, inadvertence, surprise, or excusable  
4 neglect and any other reason that justifies relief.

5       **THE COURT FURTHER FINDS** that a district court has broad discretion to  
6 determine whether a default judgment should be set aside. *Britz v. Consolidated*  
7 *Casinos Corp.*, 87 Nev. 441, 445 (1971).

8       **THE COURT FURTHER FINDS** that the district court has "wide discretion in  
9 determining what neglect is excusable and what neglect is inexcusable" under NRCP  
10 60(b). *Durango Fire Prot., Inc. v. Troncoso*, 120 Nev. 658, 662 (2004).

11       **THE COURT FURTHER FINDS** that Plaintiff properly served her Complaint  
12 on Defendant Blas Bon through the Nevada Department of Motor Vehicles pursuant to  
13 NRS 14.070. Plaintiff exercised due diligence to locate and personally serve Bon before  
14 effectuating service through the DMV. Specifically, Plaintiff attempted to serve Bon at  
15 3900 Cambridge Street, Suite 106, Las Vegas, Nevada 89119, the address that was listed  
16 on the traffic accident report. Plaintiff's process server attempted to locate Bon through  
17 records searches with the Clark County Assessor's Office and Clark County Voter  
18 Registration. Plaintiff's process server also searched local phone records and performed  
19 a registered vehicle search with the Nevada Department of Motor Vehicles and Premium  
20 Finder. The efforts made to locate and serve Bon were reasonably diligent and justified  
21 service of Sanchez's Complaint through the DMV.

22       Sanchez also fully complied with the requirements to effectuate service through  
23 the DMV set forth in NRS 14.070. Sanchez received a letter dated November 2, 2015  
24 from the DMV acknowledging service of the Summons and Complaint on Bon. On  
25 November 9, 2015, Sanchez mailed, via certified mail, return receipt requested, a copy  
26 of the Summons, Complaint, traffic accident, report, and the November 2, 2015 DMV  
27 letter to Bon's best last known address: 3900 Cambridge Street, Suite 106, Las Vegas,  
28 Nevada 89119.

      This Court also determined Bon was properly served when it considered Sanchez's  
Application for Default Judgment filed on March 29, 2019. Bon has also not supplied

1 this Court with an affidavit declaring that he never received any notice of Sanchez's  
2 Complaint or otherwise has no knowledge of the suit against him. Under these  
3 circumstances, Bon cannot now claim that he was surprised or that there is excusable  
4 neglect to justify relief from the July 19, 2019 default judgment entered against him  
5 pursuant to NRCP 60(b)(1).

6 **THE COURT FURTHER FINDS** that there is ample evidence that Bon's  
7 insurer, ATX, the entity tasked to defend Bon, received notice of Sanchez's Complaint.  
8 On January 20, 2016, Sanchez sent a letter, via U.S. mail, to DeLawrence Templeton  
9 ("Templeton") of DMA Claims Services, advising him that Bon was served with the  
10 Summons and Sanchez's Complaint via the DMV.<sup>2</sup> Sanchez provided Templeton with a  
11 copy of her Complaint, November 2, 2015 DMV letter, and November 19, 2015 Affidavit  
12 of Compliance and requested ATX to file an answer to her Complaint. Sanchez  
13 specifically warned Templeton that she would request the Court to enter a default against  
14 Bon if an answer was not filed. On February 16, 2016, Sanchez again sent a letter to  
15 Templeton advising that Bon still did not file his Answer to her Complaint. Sanchez  
16 clarified that if Bon did not file his Answer to her Complaint by February 23, 2016, she  
17 would request entry of a default against Bon. ATX never filed an answer to Sanchez's  
18 Complaint on Bon's behalf despite receiving a full and fair opportunity to do so. There  
19 is no evidence to suggest that ATX never received any notice of Sanchez's lawsuit.

20 **THE COURT FURTHER FINDS** that there is no factual or legal basis to set  
21 aside the July 19, 2019 Default Judgment due to surprise, excusable neglect, or for any  
22 other reason under NRCP 60(b). The evidence presented establishes inexcusable neglect  
23 on the part of both Bon and ATX given ATX's failure to satisfy its responsibility to defend  
24 Bon against the allegations set forth in Sanchez's Complaint.  
25  
26  
27

28 <sup>2</sup> DMA represented the interests of ATX in relation to the motor vehicle collision giving rise to Sanchez's Complaint for personal injuries against Bon.

**ORDER**

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Defendant Blas Bon's Motion to Set Aside Default Judgment is **DENIED** in its entirety.

**IT IS SO ORDERED.**

Dated this 19th day of September, 2020

DATED this \_\_\_\_ day of September, 2020.



DISTRICT COURT JUDGE

DD9 015 23D5 10E3

DATED this 9th day of September, 2020.

DATED Kathleen E. Delaney day of September, 2020.

District Court Judge

Respectfully Submitted By:

Approved as to Form and Content:

**PRINCE LAW GROUP**

**HOLLEY DRIGGS**



DENNIS M. PRINCE  
Nevada Bar No. 5092  
KEVIN T. STRONG  
Nevada Bar No. 12107  
10801 West Charleston Boulevard  
Suite 560  
Las Vegas, Nevada 89135  
Tel: (702) 534-7600  
Fax: (702) 534-7601  
Attorneys for Plaintiff  
Diane Sanchez

Refused to sign  
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400 South 4th Street  
Suite 300  
Las Vegas, Nevada 89101  
Tel: (702) 791-0308  
Fax: (702) 791-1912  
Attorney for Defendant  
Blas Bon



1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Diane Sanchez, Plaintiff(s)

CASE NO: A-15-722815-C

7 vs.

DEPT. NO. Department 25

8 Blas Bon, Defendant(s)  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 9/19/2020

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19 Dana Marcolongo .

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20 Jenny Marimberga .

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21 Kimberly Shonfeld .

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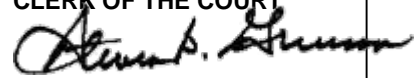
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7	E Service	eservice@egletlaw.com
8	Suri Guzman	sguzman@nevadafirm.com
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10	Lisa Lee	lle@thedplg.com
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12	William Volk	wvolk@nevadafirm.com
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**EXHIBIT 8**

**EXHIBIT 8**



**NOAS**

WILLIAM P. VOLK (SBN 6157)

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**HOLLEY DRIGGS**

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Las Vegas, NV 89169-8996

Tel: (702) 949-8200

*Attorneys for Defendant BLAS BON*

DISTRICT COURT

CLARK COUNTY, NEVADA

DIANE SANCHEZ,

Plaintiff,

vs.

BLAS BON, individually; JOSEPH ACOSTA,  
individually; DOES I - X, and ROE  
CORPORATIONS I - X, inclusive,

Defendants.

JOSEPH ACOSTA, individually; and  
WILFREDO ACOSTA, individually,

Cross-Claimants,

vs.

BLAS BON, individually,

Cross-Defendant.

Case No. A-15-722815-C

Dept. No. 25

**NOTICE OF APPEAL**

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Please take notice that defaulted defendant Blas Bon hereby appeals to the Supreme Court of Nevada from:

1. All judgments and orders in this case;
  2. “Order Denying Defendant Blas Bon’s Motion to Set Aside Default Judgment,” filed September 19, 2020, notice of entry of which was served electronically on September 21, 2020 (**Exhibit “A”**); and
  3. All judgments, rulings and interlocutory orders made appealable by the foregoing.
- Dated this 20th day of October, 2020.

HOLLEY DRIGGS

By: /s/ William P. Volk  
 400 S. Fourth Street, Suite 300  
 Las Vegas, NV 89101  
 Tel: (702) 791-0308

DANIEL F. POLSENBERG (SBN 2376)  
 ABRAHAM G. SMITH (SBN 13,250)  
 LEWIS ROCA ROTHGERBER CHRISTIE LLP  
 993 Howard Hughes Parkway, Suite 600  
 Las Vegas, Nevada 89169  
 (702) 949-8200

*Attorneys for Defendant BLAS BON*

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 20th day of October, 2020 service of the above and foregoing “Notice of Appeal” was made upon each of the parties via electronic service through the Eighth Judicial District Court’s Odyssey E-file and Serve system.

/s/ Suri Guzman  
An Employee of HOLLEY DRIGGS

# **Exhibit “A”**



1 **NEOJ**  
2 **DENNIS M. PRINCE**  
3 Nevada Bar No. 5092  
4 **KEVIN T. STRONG**  
5 Nevada Bar No. 12107  
6 **PRINCE LAW GROUP**  
7 10801 West Charleston Blvd., Suite 560  
8 Las Vegas, Nevada 89135  
9 Tel: (702) 534-7600  
10 Fax: (702) 534-7601  
11 Email: [eservice@thedplg.com](mailto:eservice@thedplg.com)  
12 Attorneys for Plaintiff  
13 *Diane Sanchez*

8 **EIGHTH JUDICIAL DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 **DIANE SANCHEZ,**  
11 **Plaintiff,**

Case No. A-15-722815-C  
Dept. No. XXV

12 vs.

13 **BLAS BON, individually; JOSEPH**  
14 **ACOSTA, individually; WILFREDO**  
15 **ACOSTA, individually; DOES I-X and**  
16 **ROE CORPORATIONS I-X, inclusive,**

**Defendants.**

**NOTICE OF ENTRY OF ORDER**  
**DENYING DEFENDANT BLAS**  
**BON'S MOTION TO SET ASIDE**  
**DEFAULT JUDGMENT**

17 PLEASE TAKE NOTICE that an Order Denying Defendant Blas Bon's Motion to  
18 Set Aside Default Judgment was entered on the 19<sup>th</sup> day of September, 2020 in the  
19 above-referenced matter, a copy of which is attached hereto.

20 DATED this 21<sup>st</sup> day September, 2020.

21 **PRINCE LAW GROUP**



22 **DENNIS M. PRINCE**

23 Nevada Bar No. 5092

24 **KEVIN T. STRONG**

25 Nevada Bar No. 12107

26 10801 W. Charleston Blvd., Suite 560

27 Las Vegas, NV 89135

Attorneys for Plaintiff

*Diane Sanchez*



1  
2 **CERTIFICATE OF SERVICE**

3 Pursuant to NRCP 5(b), I certify that I am employee of **PRINCE LAW GROUP**,  
4 and that on the 24 day of September, 2020, I caused the foregoing document entitled  
5 **NOTICE OF ENTRY OF ORDER DENYING DEFENDANT BLAS BON'S**  
6 **MOTION TO SET ASIDE DEFAULT JUDGMENT** to be served upon those persons  
7  
8 designated by the parties in the E-Service Master List for the above-referenced matter  
9 in the Eighth Judicial District Court eFiling System in accordance with the mandatory  
10 electronic service requirements of Administrative Order 14-2 and the Nevada  
11 Electronic Filing and Conversion Rules, as follows:

12 **WILLIAM P. VOLK**  
13 **Holley Driggs**  
14 **400 South Fourth Street**  
15 **Third Floor**  
16 **Las Vegas, Nevada 89101**  
17 **Attorneys for Defendant**  
18 ***Blas Bon***

19  
20   
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22  
23  
24  
25  
26  
27  
28  
An Employee of Prince Law Group

1 **ORDER**  
2 **DENNIS M. PRINCE**  
3 Nevada Bar No. 5092  
4 **KEVIN T. STRONG**  
5 Nevada Bar No. 12107  
6 **PRINCE LAW GROUP**  
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12 Email: [eservice@thedplg.com](mailto:eservice@thedplg.com)  
13 Attorneys for Plaintiff  
14 *Diane Sanchez*

15 **EIGHTH JUDICIAL DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 **DIANE SANCHEZ,**  
18 Plaintiff,

CASE NO. A-15-722815-C  
DEPT. NO. XXV

19 vs.

**ORDER DENYING**  
**DEFENDANT BLAS BON'S**  
**MOTION TO SET ASIDE**  
**DEFAULT JUDGMENT**

20 **BLAS BON, individually; JOSEPH**  
21 **ACOSTA, individually; WILFREDO**  
22 **ACOSTA, individually; DOES I-X and**  
23 **ROE CORPORATIONS I-X, inclusive,**  
24 Defendants.

25 Defendant BLAS BON's Motion to Set Aside Default Judgment was brought for  
26 hearing in Department XXV of the Eighth Judicial District Court, before the Honorable  
27 Kathleen Delaney, on the 25th day of February, 2020, with Dennis M. Prince and Kevin  
28 T. Strong of PRINCE LAW GROUP, appearing on behalf of Plaintiff DIANE SANCHEZ,  
and William P. Volk of HOLLEY DRIGGS, appearing on behalf of Defendant BLAS  
BON.<sup>1</sup> The Court having reviewed the pleadings and papers on file herein, having heard  
oral argument, and being duly advised in the premises:

...

...

<sup>1</sup> At the time of the hearing, Mr. Volk was a partner at Kolesar & Leatham. Since that time, Kolesar & Leatham ceased operations and Mr. Volk is now a partner/shareholder with Holley Driggs.



1       **THE COURT HEREBY FINDS** that NRCP 60(b) outlines the specific legal  
2 grounds for a district court to grant a party relief from a final judgment. The legal  
3 grounds outlined in NRCP 60(b) include mistake, inadvertence, surprise, or excusable  
4 neglect and any other reason that justifies relief.

5       **THE COURT FURTHER FINDS** that a district court has broad discretion to  
6 determine whether a default judgment should be set aside. *Britz v. Consolidated*  
7 *Casinos Corp.*, 87 Nev. 441, 445 (1971).

8       **THE COURT FURTHER FINDS** that the district court has "wide discretion in  
9 determining what neglect is excusable and what neglect is inexcusable" under NRCP  
10 60(b). *Durango Fire Prot., Inc. v. Troncoso*, 120 Nev. 658, 662 (2004).

11       **THE COURT FURTHER FINDS** that Plaintiff properly served her Complaint  
12 on Defendant Blas Bon through the Nevada Department of Motor Vehicles pursuant to  
13 NRS 14.070. Plaintiff exercised due diligence to locate and personally serve Bon before  
14 effectuating service through the DMV. Specifically, Plaintiff attempted to serve Bon at  
15 8900 Cambridge Street, Suite 106, Las Vegas, Nevada 89119, the address that was listed  
16 on the traffic accident report. Plaintiff's process server attempted to locate Bon through  
17 records searches with the Clark County Assessor's Office and Clark County Voter  
18 Registration. Plaintiff's process server also searched local phone records and performed  
19 a registered vehicle search with the Nevada Department of Motor Vehicles and Premium  
20 Finder. The efforts made to locate and serve Bon were reasonably diligent and justified  
21 service of Sanchez's Complaint through the DMV.

22       Sanchez also fully complied with the requirements to effectuate service through  
23 the DMV set forth in NRS 14.070. Sanchez received a letter dated November 2, 2015  
24 from the DMV acknowledging service of the Summons and Complaint on Bon. On  
25 November 9, 2015, Sanchez mailed, via certified mail, return receipt requested, a copy  
26 of the Summons, Complaint, traffic accident report, and the November 2, 2015 DMV  
27 letter to Bon's best last known address: 3900 Cambridge Street, Suite 106, Las Vegas,  
28 Nevada 89119.

      This Court also determined Bon was properly served when it considered Sanchez's  
Application for Default Judgment filed on March 29, 2019. Bon has also not supplied



*Sanchez v. Bon*  
Case No. A-15-722815-C  
Order Denying Motion to Set Aside Default Judgment

1 this Court with an affidavit declaring that he never received any notice of Sanchez's  
2 Complaint or otherwise has no knowledge of the suit against him. Under these  
3 circumstances, Bon cannot now claim that he was surprised or that there is excusable  
4 neglect to justify relief from the July 19, 2019 default judgment entered against him  
5 pursuant to NRCP 60(b)(1).

6 **THE COURT FURTHER FINDS** that there is ample evidence that Bon's  
7 insurer, ATX, the entity tasked to defend Bon, received notice of Sanchez's Complaint.  
8 On January 20, 2016, Sanchez sent a letter, via U.S. mail, to DeLawrence Templeton  
9 ("Templeton") of DMA Claims Services, advising him that Bon was served with the  
10 Summons and Sanchez's Complaint via the DMV.<sup>2</sup> Sanchez provided Templeton with a  
11 copy of her Complaint, November 2, 2015 DMV letter, and November 19, 2015 Affidavit  
12 of Compliance and requested ATX to file an answer to her Complaint. Sanchez  
13 specifically warned Templeton that she would request the Court to enter a default against  
14 Bon if an answer was not filed. On February 16, 2016, Sanchez again sent a letter to  
15 Templeton advising that Bon still did not file his Answer to her Complaint. Sanchez  
16 clarified that if Bon did not file his Answer to her Complaint by February 23, 2016, she  
17 would request entry of a default against Bon. ATX never filed an answer to Sanchez's  
18 Complaint on Bon's behalf despite receiving a full and fair opportunity to do so. There  
19 is no evidence to suggest that ATX never received any notice of Sanchez's lawsuit.

20 **THE COURT FURTHER FINDS** that there is no factual or legal basis to set  
21 aside the July 19, 2019 Default Judgment due to surprise, excusable neglect, or for any  
22 other reason under NRCP 60(b). The evidence presented establishes inexcusable neglect  
23 on the part of both Bon and ATX given ATX's failure to satisfy its responsibility to defend  
24 Bon against the allegations set forth in Sanchez's Complaint.  
25 ...  
26 ...  
27 ...

---

28 <sup>2</sup> DMA represented the interests of ATX in relation to the motor vehicle collision giving rise to Sanchez's Complaint for personal injuries against Bon.



Sanchez v. Bon  
Case No. A-15-722815-C

Order Denying Motion to Set Aside Default Judgment

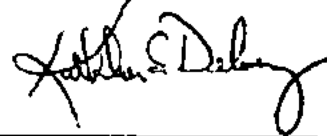
**ORDER**

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Defendant Blas Bon's Motion to Set Aside Default Judgment is **DENIED** in its entirety.

**IT IS SO ORDERED.**

Dated this 19th day of September, 2020

DATED this \_\_\_\_ day of September, 2020.



DISTRICT COURT JUDGE


DD9 015 23D5 10E3  
DATED ~~thirteen~~ 19 day of September, 2020.

Respectfully Submitted By:

Approved as to Form and Content:

PRINCE LAW GROUP

HOLLEY DRIGGS



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Refused to sign  
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Attorney for Defendant  
*Blas Bon*



1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Diane Sanchez, Plaintiff(s)

CASE NO: A-15-722815-C

7 vs.

DEPT. NO. Department 25

8 Blas Bon, Defendant(s)  
9

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12 Court. The foregoing Order was served via the court's electronic eFile system to all  
13 recipients registered for e-Service on the above entitled case as listed below:

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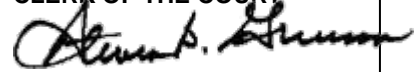
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**EXHIBIT 9**

**EXHIBIT 9**





**SACOM**  
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**KEVIN T. STRONG**  
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Attorneys for Plaintiff  
*Diane Sanchez*

**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

DIANE SANCHEZ,  
  
Plaintiff,

Case No. A-19-805351-C  
Dept. No. XIII

vs.

ATX PREMIER INSURANCE COMPANY  
now known as WINDHAVEN NATIONAL  
INSURANCE COMPANY, a foreign  
corporation; NATIONSBUILDERS  
INSURANCE SERVICES, INC., a foreign  
corporation; NBIS CONSTRUCTION &  
TRANSPORT INSURANCE SERVICES,  
INC., a foreign corporation; DMA  
CLAIMS MANAGEMENT, INC., a  
foreign corporation; BLAS BON, an  
individual; DOES I-X; and ROE  
CORPORATIONS I-X, inclusive,

**PLAINTIFF DIANE SANCHEZ'S  
SECOND AMENDED COMPLAINT**

Defendants.

Plaintiff DIANE SANCHEZ, by and through her attorneys of record, PRINCE  
LAW GROUP, for her Complaint against Defendants ATX PREMIER INSURANCE  
COMPANY now known as WINDHAVEN NATIONAL INSURANCE COMPANY;  
NATIONSBUILDERS INSURANCE SERVICES, INC.; NBIS CONSTRUCTION &

NBIS 000417



1 TRANSPORT INSURANCE SERVICES, INC.; DMA CLAIMS MANAGEMENT, INC.;  
2 and BLAS BON, hereby alleges and complains as follows:

3 **I.**

4 **PARTIES AND JURISDICTION**

5 1. At all times material hereto, Plaintiff DIANE SANCHEZ ("Sanchez") was  
6 and is a resident of the State of Nevada, Clark County.

7 2. Based upon information and belief, Defendant ATX PREMIER  
8 INSURANCE COMPANY now known as WINDHAVEN NATIONAL INSURANCE  
9 COMPANY ("ATX") was a foreign corporation organized and existing under the laws of  
10 the State of Florida and was authorized to do business in the State of Nevada at the  
11 time of the incident alleged herein. Based upon information and belief, WINDHAVEN  
12 NATIONAL INSURANCE COMPANY ("Windhaven") is a foreign corporation organized  
13 and existing under the laws of the State of Texas, with its principal place of business in  
14 the State of Florida, and is authorized to do business and is doing business in the State  
15 of Nevada. In approximately April of 2016, Windhaven purchased the assets of ATX,  
16 but did not assume all obligations, liabilities, or duties owed by ATX for any insurance  
policies issued by ATX before the 2016 sale.

17 3. Based upon information and belief, Defendant NATIONSBUILDERS  
18 INSURANCE SERVICES, INC. ("NBIS") is a foreign corporation organized and existing  
19 under the laws of the State of Delaware, with its principal place of business in the State  
20 of Georgia, and is authorized to do business and is doing business in the State of Nevada.

21 4. Based upon information and belief, Defendant NBIS CONSTRUCTION &  
22 TRANSPORT INSURANCE SERVICES, INC. ("CTIS") is a foreign corporation  
23 organized and existing under the laws of the State of Delaware, with its principal place  
24 of business in the State of Georgia, and is authorized to do business and is doing business  
in the State of Nevada. CTIS is an affiliated company of NBIS.

25 5. Based upon information and belief, Defendant DMA CLAIMS  
26 MANAGEMENT, INC. ("DMA") is a foreign corporation organized and existing under  
27 the laws of the State of California and is authorized to do business and is doing business  
28 in the State of Nevada.

1           6.       Based upon information and belief, Defendant Blas Bon ("Bon") was and is  
2 a resident of the State of Nevada, Clark County, at all times material hereto.

3           7.       The true names and capacities, whether individual, corporate, associate,  
4 partnership, or otherwise, of Defendants DOES I through X, inclusive, are unknown to  
5 Sanchez, who therefore sues said Defendants by such fictitious names. Sanchez is  
6 informed and believes, and therefore alleges that each of the Defendants designated  
7 herein as DOES I through X are responsible in some manner for the events and  
8 happenings referred to herein, and in some manner, caused the injuries and damages to  
9 Sanchez as alleged herein. Sanchez will ask leave of this Court to amend her Complaint  
10 to assert the true names and capacities of said Defendants DOES I through X, inclusive,  
11 when the same have been ascertained by Sanchez, together with the appropriate  
12 charging allegations, and to join such Defendants in this action.

13           8.       The true names and capacities, whether individual, corporate, associate,  
14 partnership, or otherwise, of Defendants ROE CORPORATIONS I through X,  
15 inclusive, are unknown to Sanchez, who therefore sues said Defendants by such  
16 fictitious names. Sanchez is informed and believes, and therefore alleges that each of  
17 the Defendants designated herein as ROE CORPORATIONS I through X are responsible  
18 in some manner for the events and happenings referred to herein, and in some manner,  
19 caused the injuries and damages to Sanchez as alleged herein. Sanchez will ask leave  
20 of this Court to amend her Complaint to assert the true names and capacities of said  
21 Defendants ROE CORPORATIONS I through X, inclusive, when the same have been  
22 ascertained by Sanchez, together with the appropriate charging allegations, and to join  
23 such Defendants in this action.

24           9.       All acts complained of herein occurred in the State of Nevada.

25           10.      The motor vehicle collision described herein occurred in the State of  
26 Nevada, Clark County.

27      ...

28      ...

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...

1 II.

2 **FACTUAL ALLEGATIONS**

3 **A. The Underlying Motor Vehicle Collision**

4 11. On December 16, 2014, ATX issued a personal automobile liability  
5 insurance policy to non-party Hipolito Cruz ("Cruz"), Policy No. ANV00003087. The  
6 policy provided liability insurance coverage limits of \$15,000.00 per person and  
7 \$30,000.00 per occurrence ("the ATX Insurance Policy").

8 12. Pursuant to the terms and conditions of the ATX Insurance Policy, ATX  
9 agreed to provide liability insurance coverage to its insured, including coverage for those  
10 liability claims arising from a third party's permissive use of the insured vehicle.

11 13. On April 28, 2015, Sanchez traveled northbound on Interstate 15 in a 1995  
12 BMW 325i sedan.

13 14. Bon drove Cruz's 1997 Dodge Ram 2500 pickup truck directly behind  
14 Sanchez on northbound Interstate 15.

15 15. Bon, while driving Cruz's 1997 Dodge Ram 2500 pickup truck, negligently  
16 collided with the back of Sanchez's 1995 BMW 325i sedan while she slowed down for  
17 traffic.

18 16. At the time of the April 28, 2015 motor vehicle collision, Bon drove Cruz's  
19 1997 Dodge Ram 2500 pickup truck with the express permission of Cruz. As a  
20 permissive driver of Cruz's pickup truck, Bon was covered under the relevant ATX  
21 Insurance Policy.

22 17. Following the collision with Bon, Sanchez's BMW 325i sedan was struck  
23 from behind by another vehicle. Sanchez subsequently resolved her claim against the  
24 driver of this other vehicle.

25 **B. The Applicable ATX Insurance Policy**

26 18. The term dates of the ATX Insurance Policy issued to Cruz and covering  
27 Bon at the time of the April 28, 2015 motor vehicle collision spanned from December  
28 16, 2014 through June 16, 2015.

19. At the time of the April 28, 2015 motor vehicle collision, the ATX Insurance  
Policy issued to Cruz was in full force and effect. As a permissive driver, Bon was

1 insured under the ATX Insurance Policy when the April 28, 2015 collision occurred. As  
2 a result, ATX owed Bon a contractual duty to defend; a duty of good faith and fair dealing  
3 to defend, indemnify, or settle Sanchez's claims prior to and during the pendency of the  
4 action; a duty to timely intervene; a duty to diligently investigate the facts and  
5 circumstances surrounding the collision; and a duty to settle Sanchez's claim within  
6 policy limits when it had a reasonable opportunity to do so, or to otherwise take action  
7 to protect the interests of Bon, its insured.

8 20. ATX was the licensed insurer and underwriter of the applicable automobile  
9 liability insurance policy that covered Bon at the time of the April 28, 2015 motor vehicle  
10 collision.

11 21. As early as February 22, 2013, NBIS served as the parent company of ATX.

12 22. On April 1, 2015, ATX, CTIS, AutoTex MGA, Inc. ("AutoTex"), and Safe  
13 Auto Insurance Company ("Safe Auto") entered into their Amended and Restated Claims  
14 Handling Agreement. See Amended and Restated Claims Handling Agreement,  
15 attached as **Exhibit "1."**

16 23. The Amended and Restated Claims Handling Agreement, in addition to  
17 confirming Safe Auto's acquisition of one hundred percent (100%) of the stock of  
18 AutoTex, outlined specific definitional guidelines regarding the treatment of ongoing  
19 business obligations before the stock sale to Safe Auto that are relevant to this action:

20 (A) **Pre-close Policy.** **Pre-close Policy** means any policy  
21 which was issued on or before the closing date of the sale  
22 of **AutoTex**, or which may be validly reinstated after such  
23 closing date by the policyholder during a reinstatement  
24 period. It also means any new policy written or renewed  
25 on or after the closing date which: (1) resides in the state of  
26 Arizona; (2) is produced by the LA Franchise Agency or its  
27 affiliates in any state; or (3) has been certified under the  
28 financial responsibility laws and regulations of any state.

See **Exhibit "1."**

24 24. The Amended and Restated Claims Handling Agreement affirmed that  
25 policies issued by ATX (referred to as "Company" in the agreement) before the March 2,  
26 2015 stock sale of AutoTex to Safe Auto remained with CTIS:

1           **WHEREAS, CTIS** wishes to assume the rights and  
2           obligations hereunder to administer **Pre-close Policies**  
3           **as the Pre-close Policy Claims Administrator.**

4           **WHEREAS, CTIS** is in the business of providing claims  
5           services on behalf of Insurance companies and is willing to  
6           provide such services on behalf of **Company** on all **Pre-**  
7           **close Policies** in accordance with the terms and  
8           conditions set forth herein, and as set forth in any agreed  
9           to Addenda attached to and made part of this Agreement.

10       **See Exhibit “1.”**

11           25.    The express terms of the Amended and Restated Claims Handling  
12           Agreement confirmed that NBIS and CTIS retained control over policies issued by ATX  
13           before March 2, 2015. The ATX policy that covered Bon at the time of the April 28, 2015  
14           motor vehicle collision went into effect on December 16, 2014. By definition, the ATX  
15           Insurance Policy that gives rise to Sanchez’s claims was a “Pre-close Policy” that  
16           remained under the control and financial responsibility of NBIS and CTIS.

17           26.    On April 1, 2015, CTIS (the “Company”) and DMA (the “Claims  
18           Administrator”) memorialized and executed their “Claims Administration Agreement”  
19           whereby DMA agreed to “perform claims adjustment and administrative services for  
20           certain claims and losses arising out of policies issued by affiliated companies of the  
21           Company.” *See* Claims Administration Agreement, at Bates no. PLTF001627, attached  
22           as **Exhibit “2.”**

23           27.    ATX was an affiliated company of CTIS that issued policies for which DMA  
24           expressly agreed to “perform claims adjustment and administrative services for certain  
25           claims and losses arising out of” the policies. *Id.* Therefore, ATX was a third-party  
26           beneficiary of the “Claims Administration Agreement.” Alternatively, ATX and DMA  
27           entered into a contract wherein DMA agreed to serve as a third-party claims  
28           administrator and adjuster for bodily injury claims arising from liability insurance  
29           policies issued by ATX.

30           28.    The “Claims Administration Agreement” specifically defined various  
31           “Claims Adjusting Services for DMA to perform for the benefit of CTIS.

32           ...

33           ...

- 1) Review all Company's claims and loss reports; and
- 2) Receive from Company coverage information for the applicable policy for the claim or loss reported. If authorized by Company, where coverage is in question, draft reservation of rights letters to be reviewed by the Company prior to sending to the insured. When Claims Administrator is advised by Company that no coverage exists, draft declination letters, which are to be reviewed by the Company as required, prior to sending to the insured. When appropriate, advise interested parties of the extent of coverage; and
- 3) If instructed by the Company, establish records for incidents or occurrences reported by the insured that are not claims but may become claims at a later date; and
- 4) Establish and adequately reserve each Qualified Claim and Feature, and code such claim in accordance with Company's statistical data requirements. Claims Administrator shall adopt and agree upon guidelines for reserving Features that comply with Company's guidelines and are consistent with industry standards; and
- 5) Conduct a prompt and detailed investigation of each Qualified Claim. Company and Claims Administrator shall adopt and agree upon guidelines for referring claims investigation to field investigators and adjusters that comply with Company's guidelines and are consistent with industry standards; and
- ...
- 7) Assure that there is sufficient evidence and documentation gathered and in the Company's claims system on a Qualified Claim, to allow the adjuster to properly evaluate the merits of the claim; and
- 8) Provide, in accordance with the Company's procedures and authority, an initial report and periodic reports on the status of each Qualified Claim in excess of the reporting level or otherwise reportable; and
- ...
- 10) Respond immediately to any inquiry, complaint or request received from an insurance department or any other regulatory agency in compliance with written instructions, if any, provided by the

Company. Respond promptly to any inquiry, complaint or request received from a client, claimant, agent, broker, or other interested party in connection with the Claims Adjusting Services; and

...

15) Adjust, settle or otherwise resolve claims in accordance with authority levels granted; and

16) Pay or recommend payment where appropriate, all Qualified Claims and Allocated Loss Adjustment Expenses, on a timely basis and in accordance with Authority granted by the Company.

See **Exhibit “2,”** at Bates nos. PLTF001629-PLTF001630.

29. The express terms of the Claims Management Agreement detail the extensive control CTIS retained over DMA’s administration of claims arising from insurance policies issued by ATX.

30. In approximately April of 2016, Windhaven purchased ATX from NBIS. Windhaven did not purchase or assume control over any ATX liability insurance policies issued before the sale, including the subject ATX Insurance Policy.

31. In a matter before the Nevada federal district court entitled *Hayes v. ATX Premier Insurance Company et al.*, Case No. 2:18-cv-01938-GMN-NJK, counsel for ATX and NBIS stated in briefing filed with the district court that NBIS retained financial responsibility for claims relating to insurance policies that were issued prior to the sale of ATX to Windhaven.

32. In the *Hayes* matter, counsel for ATX and NBIS also stated in briefing filed with the district court, that CTIS is an affiliated company of NBIS and engaged in claims services.

33. NBIS and CTIS assumed all contractual obligations arising from ATX insurance policies issued before the sale of ATX to Windhaven in 2016, including the ATX Insurance Policy that covered Bon at the time of the April 28, 2015 motor vehicle collision.

34. NBIS and/or CTIS assumed the indemnity obligations of ATX and is financially responsible for damages arising from Sanchez’s claim against the ATX



1 Insurance Policy that covered Bon at the time of the April 28, 2015 motor vehicle  
2 collision.

3 35. As an NBIS affiliate, CTIS performed claims management, claims  
4 handling, and claims administration oversight duties for the benefit of ATX pursuant to  
5 the "Claims Management Agreement" by and between CTIS and DMA wherein DMA  
6 agreed to serve as a third-party claims administrator and adjuster for bodily injury  
7 claims arising from automobile liability insurance policies issued by ATX, including the  
8 subject ATX Insurance Policy.

9 36. ATX and/or NBIS and/or CTIS together with DMA jointly managed,  
10 investigated, evaluated, adjusted, and performed other claims handling tasks regarding  
11 Sanchez's bodily injury claim against the ATX Insurance Policy that covered Bon at the  
12 time of the April 28, 2015 motor vehicle collision.

13 37. As a third-party claims administrator and adjuster, DMA's remuneration  
14 from ATX and/or NBIS and/or CTIS was based upon the volume of third-party bodily  
15 injury claims for which DMA performed an investigation, evaluation, or any other claims  
16 adjusting or handling duties and responsibilities that DMA was contracted to perform  
17 for the benefit of ATX and/or NBIS and/or CTIS.

18 38. As a third-party claims administrator and adjuster, DMA's remuneration  
19 from ATX and/or NBIS and/or CTIS was based on the percentage of claim savings ATX  
20 and/or NBIS and/or CTIS received as a direct result of the investigation, evaluation, or  
21 any other claims adjusting or handling duties and responsibilities that DMA was  
22 contracted to perform for the benefit of ATX and/or NBIS and/or CTIS.

23 39. As a third-party claims administrator and adjuster, DMA shared a common  
24 pecuniary interest with ATX and/or NBIS and/or CTIS to reduce costs arising from  
25 claims and to pay reasonable amounts on claims necessary to optimize the financial  
26 interests of ATX and/or NBIS and/or CTIS.

27 **C. Sanchez's Bodily Injury Claim Against Bon**

28 40. On May 21, 2015, Sanchez, through her counsel, faxed and mailed a letter  
notifying ATX of her bodily injury claim. Sanchez enclosed her medical records, bills,  
and other supporting documentation with the letter. ATX and/or CTIS and/or DMA

1 assigned claim number DMA0147074 to Sanchez's bodily injury claim. This claim  
2 number signified that DMA was to serve as the third-party administrator and adjuster  
3 of Sanchez's bodily injury claim on behalf of ATX and under the express supervision and  
4 control of CTIS pursuant to their "Claims Administration Agreement."

5 41. On June 16, 2015, Sanchez, through her counsel, faxed and mailed a letter  
6 to DMA wherein she offered to settle her bodily injury claim for all applicable policy  
7 limits under the ATX policy that covered Bon. At that time, Sanchez's past medical  
8 expenses totaled \$7,818.00 and she was recommended to undergo a cervical fusion  
9 surgery. Sanchez included a copy of the traffic accident report and her medical records  
10 and bills, including the record outlining her future surgical recommendation, with the  
11 June 16, 2015 offer letter. Sanchez's policy limits offer remained open until June 30,  
12 2015. Sanchez clearly articulated her intent to file a lawsuit against Bon if she did not  
13 receive a response to her offer by June 30, 2015.

14 42. ATX and/or NBIS and/or CTIS and/or DMA failed to timely respond to  
15 Sanchez's June 16, 2015 offer letter.

16 43. On July 10, 2015, DMA sent a letter to Sanchez's counsel acknowledging  
17 that DMA represented the interests of ATX for the April 28, 2015 motor vehicle collision.  
18 DMA requested additional time to complete its investigation of Sanchez's bodily injury  
19 claim because of its supposed need to gather information necessary to determine  
20 liability. The information DMA allegedly required to reach this determination was a  
21 statement from the vehicle drivers involved in the crash and photos of the vehicles  
22 involved in the crash. DMA made this request even though Sanchez provided a copy of  
23 the traffic accident report and her medical records and bills to DMA as part of her June  
24 16, 2015 demand.

25 44. On July 17, 2015, one week after its initial letter, DMA sent another letter  
26 to Sanchez's counsel. DMA stated that after completing a thorough investigation of the  
27 facts and circumstances surrounding the April 28, 2015 motor vehicle collision,  
28 Sanchez's bodily injury claim was denied because its insured, Bon, was not the  
proximate cause of the crash and therefore, was not legally liable for Sanchez's damages.  
DMA never confirmed that it actually obtained the information referenced in its July

1 10, 2015 letter as part of its investigation and ultimate denial of Sanchez's bodily injury  
2 claim.

3 45. Sanchez never received any further oral or written communications from  
4 ATX and/or NBIS and/or CTIS and/or DMA.

5 **D. Sanchez's Personal Injury Lawsuit Against Bon**

6 46. On August 7, 2015, Sanchez filed her complaint for personal injuries in the  
7 Eighth Judicial District Court, Clark County ("Nevada state district court"), Case No.  
8 A-15-722815-C. The allegations contained within her personal injury complaint are  
9 incorporated by reference as though fully set forth herein. In her personal injury  
10 complaint, Sanchez set forth several allegations that included: (1) Bon negligently drove  
11 his vehicle, which caused the motor vehicle collision and Sanchez's resulting injuries;  
12 and (2) Bon drove the truck owned by Cruz at the time of the motor vehicle collision.

13 47. The factual allegations set forth in Sanchez's personal injury complaint  
14 triggered ATX's duty to defend Bon, its insured, pursuant to Nevada law.

15 48. Sanchez properly served Bon with her summons and personal injury  
16 complaint in accordance with Nevada law.

17 49. On December 11, 2015, Sanchez, through her counsel, sent a letter advising  
18 DMA and ATX of her withdrawal of the policy limits demand sent on June 16, 2015.

19 50. On January 20, 2016, Sanchez, through her counsel, mailed a letter to ATX  
20 and DMA advising that Bon was served with the summons and Sanchez's personal  
21 injury complaint via the Nevada Department of Motor Vehicles ("DMV"). Copies of the  
22 personal injury complaint, the affidavit of compliance, and a letter dated November 2,  
23 2015 from the DMV confirming service of the summons and personal injury complaint  
24 were included in the January 20, 2016 letter to ATX and DMA. Sanchez's counsel  
25 specifically requested DMA and/or ATX to file an answer to the personal injury  
26 complaint as soon as possible or else Sanchez would request the Nevada state court to  
27 enter a default against Bon.

28 51. ATX and/or NBIS and/or CTIS and/or DMA failed to respond to the  
January 20, 2016 letter.

1           52.     On February 16, 2016, Sanchez, through her counsel, mailed another letter  
2 to ATX and DMA advising that Bon still had not yet filed an answer to Sanchez's  
3 personal injury complaint. Sanchez's counsel clarified that if Bon did not file his answer  
4 by February 23, 2016, a request for the Nevada state court to enter a default against  
5 Bon would be made by Sanchez.

6           53.     From February 17, 2016 through March 31, 2016, ATX and/or NBIS and/or  
7 CTIS and/or DMA: (1) never responded to Sanchez's February 16, 2016 letter and (2)  
8 never filed an answer to Sanchez's personal injury complaint on behalf of Bon.

9           54.     Bon never filed an answer to Sanchez's personal injury complaint in Case  
10 No. A-15-722815-C.

11           55.     On April 1, 2016, the Nevada state court entered a default against Bon in  
12 the personal injury action, Case No. A-15-722815-C.

13           56.     On June 22, 2016, Sanchez filed her notice of entry of default against Bon  
14 in the personal injury action, Case No. A-15-722815-C, and mailed a copy of it to ATX  
15 and DMA, via certified mail.

16           57.     ATX and/or NBIS and/or CTIS and/or DMA took no further action in  
17 response to the entry of default against the Bon.

18           58.     Even after Sanchez notified ATX and DMA of the entry of default against  
19 Bon, ATX and/or NBIS and/or CTIS and/or DMA failed and refused to investigate,  
20 provide Bon, ATX's insured, with a defense, or indemnify Bon against the substantial  
21 losses Sanchez incurred as a result of the April 28, 2015 motor vehicle collision. ATX  
22 and/or NBIS and/or CTIS and/or DMA failed to retain counsel to represent the interests  
23 of Bon or undertake any other steps to defend him against Sanchez's allegations set  
24 forth in her personal injury complaint.

25           59.     On March 29, 2019, Sanchez filed an application for entry of a default  
26 judgment pursuant to NRCP 55(b)(2) in the personal injury action, Case No. A-15-  
27 722815-C. Sanchez sought a judicial determination from the Nevada state district court  
28 of the damages she suffered as a result of Bon's negligence.

1           60.     The Nevada state district court's April 1, 2016 entry of default constituted  
2 an admission by Bon of all material facts alleged in Sanchez's personal injury complaint  
3 as a matter of Nevada law.

4           61.     Bon was notified of the hearing for Sanchez's application for entry of a  
5 default judgment.

6           62.     On July 19, 2019, the Nevada state district court entered a default  
7 judgment against Bon in the amount of \$15,212,655.73, inclusive of attorney's fees and  
8 costs, in the personal injury action, Case No. A-15-722815-C.

9           63.     On July 19, 2019, Sanchez filed a motion for judicial assignment of Bon's  
10 claims or causes of action against ATX or any other applicable liability insurer or entity  
11 pursuant to NRS 21.320 in the personal injury action, Case No. A-15-722815-C.

12           64.     On August 20, 2019, the Nevada state district court entered an order  
13 granting Sanchez's motion for judicial assignment of Bon's claims or causes of action  
14 against ATX, or any other insurance company or entity.

15           65.     On September 8, 2020, the Nevada state district court granted Sanchez's  
16 motion to clarify its August 20, 2019 Order and confirmed that its judicial assignment  
17 of Bon's claims or causes of action included those claims or causes of action against any  
18 third-party claims administration, third-party claims adjuster, or other applicable  
19 insurer, administrator, or entity.

20           66.     Sanchez, as the judicial assignee of Bon's claims or causes of action, has  
21 the legal right and ability to assert all claims against ATX and/or NBIS and/or CTIS  
22 and/or DMA to satisfy the entire default judgment amount based upon their respective  
23 breaches of the duties owed to Bon.

24           67.     ATX and/or NBIS and/or CTIS failed to compensate Sanchez for all the  
25 damages she incurred in excess of Bon's automobile liability insurance policy limits for  
26 third-party claims under the ATX Insurance Policy that was issued in December of 2014  
27 and covered Bon at the time of the April 28, 2015 motor vehicle collision. ATX and/or  
28 NBIS and/or CTIS had a duty to indemnify Bon, as its insured, for the loss suffered by  
Sanchez under Nevada law and failed to satisfy this duty.

...

1 **FIRST CLAIM FOR RELIEF**

2 ***(Breach of Contract against Defendants ATX, NBIS, CTIS, and DMA)***

3 68. Sanchez hereby incorporates, by reference, each and every allegation set  
4 forth in Paragraphs 1 through 67 of this Complaint as though fully set forth herein.

5 69. A contract of insurance existed between ATX and Cruz on the date of the  
6 April 28, 2015 motor vehicle collision described herein. As a permissive driver, Bon was  
7 the insured under the express terms and conditions of the ATX Insurance Policy. ATX  
8 owed contractual duties to Bon as the insurer.

9 70. At the time of the April 28, 2015 motor vehicle collision, all premiums were  
10 paid under Cruz's ATX Insurance Policy. All proofs of loss were submitted under said  
11 policy and Cruz and/or Bon performed all conditions required to be performed by the  
12 policy.

13 71. NBIS assumed all of ATX's indemnity obligations for claims arising from  
14 ATX insurance policies issued before the sale of ATX to Windhaven in April of 2016. The  
15 ATX Insurance Policy that covered Bon at the time of the April 28, 2015 motor vehicle  
16 collision was issued on December 16, 2014. NBIS is financially responsible for all  
17 damages arising from Sanchez's claims in this Complaint.

18 72. CTIS performed claims management, claims handling, and claims  
19 administration oversight duties for the benefit of ATX pursuant to the "Claims  
20 Management Agreement" by and between CTIS and DMA wherein DMA agreed to serve  
21 as a third-party claims administrator and adjuster for bodily injury claims arising from  
22 automobile liability insurance policies issued by ATX, including the subject ATX  
23 Insurance Policy.

24 73. ATX and/or NBIS and/or CTIS together with DMA jointly managed,  
25 investigated, evaluated, adjusted, and performed other claims handling tasks regarding  
26 Sanchez's bodily injury claim against the ATX Insurance Policy that covered Bon at the  
27 time of the April 28, 2015 motor vehicle collision.

28 74. ATX and/or NBIS and/or CTIS and/or DMA each possessed a joint financial  
interest to act for the benefit of each other by satisfying the duty to investigate, evaluate,

1 adjust, and perform other claims handling and/or administrative tasks as joint  
2 venturers.

3 75. ATX and/or NBIS and/or CTIS and/or DMA breached their respective  
4 contractual duties to defend, indemnify, investigate, or settle Sanchez's claim when each  
5 of them had notice of Sanchez's bodily injury claim and her subsequent personal injury  
6 action, and failed to take any actions necessary to protect Bon's interests. Specifically,  
7 ATX and/or NBIS and/or CTIS and/or DMA failed to conduct any type of substantive  
8 investigation or evaluation of Sanchez's bodily injury claim necessary to settle or resolve  
9 her bodily injury claim before she filed her personal injury lawsuit.

10 76. After Sanchez filed her personal injury lawsuit in Nevada state court and  
11 provided ample notice to ATX and DMA of the same, ATX and/or NBIS and/or CTIS  
12 and/or DMA failed to tender a defense on behalf of Bon against the allegations set forth  
13 in the personal injury complaint, failed to retain an attorney to represent the interests  
14 of Bon, failed to timely intervene in the personal injury action, and failed to settle  
15 Sanchez's personal injury claim within policy limits when it had a reasonable  
16 opportunity to do so, or to otherwise take any and all necessary actions to protect the  
17 interests of its insured, Bon.

18 77. As a result of the actions and/or inactions of ATX and/or NBIS and/or CTIS  
19 and/or DMA, each of them are legally bound by the default judgment entered in the  
20 Nevada state court action, Case No. A-15-722815-C, in the amount of \$15,212,655.73,  
21 inclusive of attorney's fees and costs and are obligated to satisfy the same.

22 78. As a result of ATX and/or NBIS and/or CTIS and/or DMA's breaches of their  
23 respective contractual duties, Sanchez, as assignee of Bon, has suffered damages in an  
24 amount in excess of \$15,000.00, the exact amount of which will be proven at trial.

25 79. Sanchez has been compelled to retain counsel to prosecute this action and  
26 is therefore entitled to recover attorneys' fees and costs.

27 ...

28 ...

...

...

1 **SECOND CLAIM FOR RELIEF**

2 ***(Breach of the Implied Covenant of Good Faith and Fair Dealing Against ATX,***  
3 ***NBIS, CTIS, and DMA)***

4 80. Sanchez hereby incorporates, by reference, each and every allegation set  
5 forth in Paragraphs 1 through 79 of this Complaint as though fully set forth herein.

6 81. There was an implied covenant in the ATX Insurance Policy that covered  
7 Bon whereby ATX and/or NBIS and/or CTIS was obligated to act in good faith and deal  
8 fairly with Bon. ATX and/or NBIS and/or CTIS owed this duty of good faith and fair  
9 dealing to Bon implied in the ATX Insurance Policy that covered Bon at the time of the  
10 April 28, 2015 motor vehicle collision.

11 82. As joint venturers tasked to perform claims management, claims  
12 handling, and claims administration duties and tasks for the benefit of ATX and/or NBIS  
13 and/or CTIS, DMA and/or each of them were obligated to act in good faith and deal fairly  
14 with Bon in relation to Sanchez's bodily injury claim arising from the ATX Insurance  
15 Policy that covered Bon at the time of the April 28, 2015 motor vehicle collision.

16 83. ATX and/or NBIS and/or CTIS and/or DMA had a special relationship with  
17 Bon as the insured at the time of the April 28, 2015 motor vehicle collision and Sanchez's  
18 bodily injury claim arising from that collision. This special relationship between ATX  
19 and/or NBIS and/or CTIS and/or DMA and Bon was akin to a fiduciary relationship.

20 84. The nature of the fiduciary-like relationship required ATX and/or NBIS  
21 and/or CTIS and/or DMA to adequately protect Bon's interests.

22 85. At all material times hereto, ATX and/or NBIS and/or CTIS and/or DMA  
23 each had a duty to give equal consideration to Bon's interests.

24 86. As the assignee of Bon's claims for relief and/or causes of action against  
25 ATX and/or NBIS and/or CTIS and/or DMA, Sanchez possesses all legal authority to  
26 pursue all of Bon's claims for relief and/or causes of action for breach of the implied  
27 covenant of good faith and fair dealing against each of them.

28 87. ATX and/or NBIS and/or CTIS and/or DMA knowingly and deliberately  
breached their respective implied covenants of good faith and fair dealing by failing to  
defend, indemnify, investigate, or settle Sanchez's bodily injury claim when each of them



1 had notice of Sanchez's bodily injury claim and her subsequent personal injury action,  
2 and failed to take any actions necessary to protect Bon's interests. Specifically, ATX  
3 and/or NBIS and/or CTIS and/or DMA failed to conduct any type of substantive  
4 investigation or evaluation of Sanchez's bodily injury claim necessary to settle or resolve  
5 her bodily injury claim before she filed her personal injury lawsuit.

6 88. After Sanchez filed her personal injury lawsuit in the Nevada state  
7 district court and provided ample notice to ATX and DMA of the same, ATX and/or NBIS  
8 and/or CTIS and/or DMA knowingly and deliberately failed to tender a defense on behalf  
9 of Bon against the allegations set forth in the personal injury complaint, failed to retain  
10 an attorney to represent the interests of Bon, failed to timely intervene in the personal  
11 injury action, and failed to settle Sanchez's personal injury claim within policy limits  
12 when it had a reasonable opportunity to do so, or to otherwise take any and all necessary  
actions to protect the interests of its insured, Bon.

13 89. As a proximate result of ATX and/or NBIS and/or CTIS and/or DMA's  
14 respective breaches of the implied covenant and good faith and fair dealing and bad faith  
15 refusal to defend, indemnify, investigate, evaluate, or settle Sanchez's bodily injury  
16 claim, Sanchez, as assignee of Bon, has suffered damages in an amount in excess of  
17 \$15,000.00, the exact amount of which will be proven at trial.

18 90. ATX and/or NBIS and/or CTIS and/or DMA intentionally and willfully,  
19 with malice, oppression, and fraud, failed to conduct a fair, objective, and reasonable  
20 investigation and evaluation of Sanchez's bodily injury claim to satisfy the duties they  
21 owed to Bon.

22 91. ATX and/or NBIS and/or CTIS and/or DMA intentionally and willfully,  
23 with malice, oppression, and fraud, refused to give equal consideration to Bon's interests  
24 by taking affirmative actions to gather facts necessary to conduct a fair, objective, and  
reasonable investigation and evaluation of Sanchez's bodily injury claim.

25 92. ATX and/or NBIS and/or CTIS and/or DMA intentionally and willfully,  
26 with malice, oppression, and fraud, failed to settle Sanchez's bodily injury claim within  
27 Bon's ATX Insurance Policy's limits without any factual basis.  
28

1           93.     ATX and/or NBIS and/or CTIS and/or DMA intentionally and willfully,  
2 with malice, oppression, and fraud, placed its own interests above Bon's interests by  
3 refusing to settle Sanchez's bodily injury claim within policy limits resulting from the  
4 failure to conduct a fair, objective, and reasonable investigation and evaluation of  
5 Sanchez's bodily injury claim.

6           94.     By reason of ATX and/or NBIS and/or CTIS and/or DMA's intentional and  
7 willful bad faith conduct, Sanchez is entitled to recover punitive or exemplary damages.

8           95.     Sanchez has been compelled to retain counsel to prosecute this action and  
9 is therefore entitled to recover attorneys' fees and costs.

### 10                   **THIRD CLAIM FOR RELIEF**

#### 11                   ***(Violation of the Nevada Unfair Claims Practices Act, NRS 686A.310, NAC 12 686A et seq. Against ATX, NBIS, CTIS, and DMA)***

13           96.     Sanchez hereby incorporates, by reference, each and every allegation set  
14 forth in Paragraphs 1 through 95 of this Complaint as though fully set forth herein.

15           97.     ATX and/or NBIS and/or CTIS and/or DMA were obligated to satisfy the  
16 provisions outlined in the Nevada Unfair Claims Practices Act set forth in NRS  
17 686A.310, plus all other applicable regulations adopted by Nevada Administrative Code  
18 § 686A et seq.

19           98.     ATX and/or NBIS and/or CTIS and/or DMA failed to acknowledge and act  
20 reasonably promptly to Sanchez's June 16, 2015 letter wherein she offered to resolve her  
21 bodily injury claim against Bon for the statutory minimum \$15,000.00 automobile  
22 liability insurance policy limits available under the ATX Insurance Policy.

23           99.     ATX and/or NBIS and/or CTIS and/or DMA failed to acknowledge and act  
24 reasonably promptly to Sanchez's January 20, 2016 and February 16, 2016 letters  
25 wherein she advised that Bon was served with the summons and personal injury  
26 complaint, requested ATX and/or DMA to file an answer on behalf of Bon, and stated  
27 that if an answer was not filed, she would request the Nevada state court to enter a  
28 default against Bon.

          100.     ATX and/or NBIS and/or CTIS and/or DMA failed to effectuate a prompt,  
fair, and equitable settlement of Sanchez's bodily injury claim on behalf of Bon by

1 willfully and deliberately ignoring Sanchez's June 16, 2015 offer to tender Bon's  
2 minimum automobile liability insurance policy limit of \$15,000.00 available under the  
3 ATX Insurance Policy covering Bon. ATX and/or NBIS and/or CTIS and/or DMA knew  
4 that liability was not in dispute when Sanchez made her June 16, 2015 offer because  
5 she provided a copy of the traffic accident report and ATX and/or NBIS and/or CTIS  
6 and/or DMA failed to take any additional steps to investigate the cause of the April 28,  
7 2015 motor vehicle collision.

8 101. ATX and/or NBIS and/or CTIS and/or DMA failed to inform Bon of  
9 Sanchez's June 16, 2015 settlement offer for policy limits and failed to communicate to  
10 Bon about the contractual duty to defend him against the allegations set forth in  
11 Sanchez's personal injury complaint.

12 102. ATX and/or NBIS and/or CTIS and/or DMA deliberately and willfully  
13 rejected Sanchez's bodily injury claim for Bon's minimum automobile liability insurance  
14 policy limit of \$15,000.00 in direct contravention of Bon's interests prior to the  
15 commencement of Sanchez's personal injury lawsuit.

16 103. ATX and/or NBIS and/or CTIS and/or DMA failed to diligently investigate  
17 the facts and circumstances surrounding the April 28, 2015 motor vehicle collision  
18 involving the insured, Bon, and Sanchez, to aid in its investigation and evaluation of  
19 Sanchez's bodily injury claim necessary to complete a thorough and adequate  
20 investigation of Sanchez's bodily injury claim within 30 days.

21 104. By failing and refusing to defend, indemnify, and/or settle Sanchez's claim,  
22 ATX and/or NBIS and/or CTIS and/or DMA violated the express provisions of NRS  
23 686A.310 and regulations adopted by Nevada Administrative Code § 686A *et seq.*

24 105. As a proximate result of ATX and/or NBIS and/or CTIS and/or DMA's  
25 respective violations of the Nevada Unfair Claims Practices Act set forth in NRS  
26 686A.310, plus all other applicable regulations adopted by Nevada Administrative Code  
27 § 686A *et seq.*, Sanchez, as assignee of Bon, has suffered damages in an amount in excess  
28 of \$15,000.00, the exact amount of which will be proven at trial.

...

...

1 **FOURTH CLAIM FOR RELIEF**

2 ***(Action on the Default Judgment Against Defendant Blas Bon)***

3 106. Sanchez hereby incorporates, by reference, each and every allegation set  
4 forth in Paragraphs 1 through 105 of this Complaint as though fully set forth herein.

5 107. On July 19, 2019, the Nevada state district court entered a default  
6 judgment against Bon in the amount of \$15,212,655.73, inclusive of attorney's fees and  
7 costs, in Case No. A-15-722815-C.

8 108. The July 19, 2019 Default Judgment was entered against Bon for his  
9 failure to file an answer to Sanchez's personal injury complaint, filed on August 7, 2015,  
10 or to otherwise appear in the personal injury action within 20 days of service of the  
11 summons and personal injury complaint.

12 109. As a direct result of the Nevada state district court's entry of a default  
13 judgment against Bon, all issues of liability, causation, and damages arising from  
14 Sanchez's personal injury claims are fully resolved.

15 110. The full amount of the \$15,212,655.73 default judgment entered against  
16 Bon remains unsatisfied.

17 111. As the judgment debtor, Bon is legally responsible for satisfying the full  
18 amount of the default judgment entered against him on July 19, 2019 by the Nevada  
19 state court in the amount of \$15,212,655.73.

20 112. Sanchez, as the judgment creditor, hereby reserves the right to utilize all  
21 remedies under Nevada law to collect on the July 19, 2019 default judgment by way of  
22 her action on the default judgment, including the Court's issuance of a writ of  
23 attachment upon the personal property of Bon pursuant to NRS 31.010 *et seq.*; the  
24 Court's issuance of a writ of garnishment upon the money, credits, effects, debts, choses  
25 in action, and other personal property of Bon pursuant to NRS 31.240 *et seq.*; replevin;  
26 or any other means of collection available to her under Nevada law.

27 113. Sanchez has been compelled to retain the services of an attorney to  
28 prosecute this action and is therefore entitled to reasonable attorney's fees and costs  
incurred herein.

...

114. Sanchez timely pursues this claim for action on the default judgment against Bon in accordance with NRS 11.190(1)(a).

**III.**

**PRAYER FOR RELIEF**

Wherefore, Plaintiff Diane Sanchez prays for judgment against Defendants, and each of them, as follows:

1. Satisfaction of the July 19, 2019 default judgment in the amount of \$15,212,655.73, plus post-judgment interest;

2. General Damages for a sum in excess of Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00);

3. Special damages for a sum in excess of Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00);

4. Punitive damages for a sum in excess of Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00);

5. For attorneys' fees, costs of suit, and pre-judgment and post-judgment interest incurred herein; and

6. Such other and further relief as this Court deems just and proper.

DATED this 1<sup>st</sup> day of June, 2021.

Respectfully Submitted,

**PRINCE LAW GROUP**

/s/ Kevin T. Strong  
DENNIS M. PRINCE  
Nevada Bar No. 5092  
KEVIN T. STRONG  
Nevada Bar No. 12107  
10801 West Charleston Boulevard  
Suite 560  
Las Vegas, Nevada 89135  
Tel: (702) 534-7600  
Fax: (702) 534-7601  
Attorneys for Plaintiff  
*Diane Sanchez*



1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of **PRINCE LAW**  
3 **GROUP**, and that on the 1<sup>st</sup> day of June, 2021, I caused the foregoing document entitled  
4 **PLAINTIFF DIANE SANCHEZ'S SECOND AMENDED COMPLAINT** to be served  
5 upon those persons designated by the parties in the E-Service Master List for the above-  
6 referenced matter in the Eighth Judicial District Court E-Filing System in accordance  
7 with the mandatory electronic service requirements of Administrative Order 14-2 and  
8 the Nevada Electronic Filing and Conversion Rules.  
9

10 Robert E. Schumacher  
11 Wing Yan Wong  
12 **GORDON REES SCULLY MANSUKHANI, LLP**  
13 300 South 4th Street, Suite 1550  
14 Las Vegas, Nevada 89101  
15 Tel: (702) 577-9300  
16 Fax: (702) 255-2858  
17 Attorneys for Defendant  
18 *DMA Claims Management, Inc.*

19 John H. Podesta  
20 Christopher Phipps  
21 **WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP**  
22 300 South 4th Street, Suite 1100  
23 Las Vegas, Nevada 89101  
24 Tel: (702) 727-1400  
25 Fax: (702) 727-1401  
26 Attorneys for Defendant  
27 *ATX Premier Insurance now known as*  
28 *Windhaven National Insurance Company*

23 /s/ Amy Ebinger  
24 An Employee of Prince Law Group



# **EXHIBIT “1”**

## AMENDED AND RESTATED CLAIMS HANDLING AGREEMENT

This Amended and Restated Claims Handling Agreement ("Agreement") entered into and effective March 22, 2013, and amended April 1, 2015 12:01 am, is made and entered into by and between ATX Premier Insurance Company ("Company"); NBIS Construction & Transport Insurance Services, Inc. ("CTIS"; or, "Pre-close Policy Claims Administrator"); AutoTex MGA, Inc. ("AutoTex"; or, "Former Administrator"); and Safe Auto Insurance Company ("SafeAuto"; or, "Post-close Policy Claims Administrator"), collectively "Administrator", SafeAuto; AutoTex; CTIS; and, Company are each hereinafter referred to as a "Party" and collectively as the "Parties".

**WHEREAS**, Company has the authority to issue insurance policy(ies) to insureds and is responsible for claims settlement on those policies;

**WHEREAS**, NationsBuilders Insurance Services, Inc. ("NBIS"), the current parent company of AutoTex and Company, has, contemporaneously with the execution of this Agreement, closed a certain Stock Purchase Agreement (executed on March 2, 2015, "SPA") with Safe Auto Insurance Group, Inc. (the acquirer of AutoTex and parent company of SafeAuto) whereby Safe Auto Insurance Group, Inc. has acquired one hundred percent (100%) of the stock of AutoTex;

**WHEREAS**, pursuant to the terms and conditions of the aforementioned stock purchase agreement, Safe Auto Insurance Group, Inc. and NBIS have agreed to certain definitional guidelines regarding the ongoing treatment of business which was produced by AutoTex prior to the closing of the transaction and business which will be produced by AutoTex after the closing of such transaction, and which are applicable to the administration of this Agreement going forward and to which the Parties agree to incorporate herein:

- (A) **Pre-close Policy.** Pre-close Policy means any policy which was issued on or before the closing date of the sale of AutoTex, or which may be validly reinstated after such closing date by the policyholder during a reinstatement period. It also means any new policy written or renewed on or after the closing date which: (1) resides in the state of Arizona; (2) is produced by the LA Franchise Agency or its affiliates in any state; or (3) has been certified under the financial responsibility laws and regulations of any state.
- (B) **Post-close Policy.** Post-close Policy means any new or renewal policy term written after the closing date and not included in the definition of Pre-close Policy.

**WHEREAS**, CTIS wishes to assume the rights and obligations hereunder to administer Pre-close Policies as the Pre-close Policy Claims Administrator;

**WHEREAS**, CTIS is in the business of providing claims services on behalf of Insurance companies and is willing to provide such services on behalf of Company on all Pre-close Policies in accordance with the terms and conditions set forth herein, and as set forth in any agreed to Addenda attached to and made a part of this Agreement;

**WHEREAS**, the Parties acknowledge that the role of CTIS as the Pre-close Policy Claims Administrator will terminate and cease to exist, subject to those provisions of this Agreement which may otherwise remain in effect, upon the expiration of the last claim from any Pre-close Policy.

**WHEREAS**, SafeAuto is a property and casualty insurer licensed to conduct business in States of Arkansas, Arizona, Nevada and Texas and, wishes to assume the rights and obligations hereunder to administer Post-close Policies as the Post-close Policy Claims Administrator;

**WHEREAS**, Company has reviewed and accepted the qualifications of SafeAuto and CTIS, and wishes to authorize them to provide the to provide the services set forth herein;



# **EXHIBIT “2”**

## **CLAIMS ADMINISTRATION AGREEMENT**

by and between

NBIS Construction and Transport Insurance Services, Inc.  
(hereinafter the "Company")

and

DMA Claims Management, Inc.  
(hereinafter the "Claims Administrator")

Effective Date: April 1, 2015

WHEREAS, the Company desires to employ Claims Administrator to perform claims adjustment and administrative services for certain claims and losses arising out of policies issued by affiliated companies of the Company;

WHEREAS, the parties desire to enter into a Claims Administration Agreement (hereinafter, the "Agreement") that will outline their primary duties and obligations with respect to this engagement;

NOW THEREFORE, in consideration of mutual promises and agreements, the parties agree as follows:

### **I. DEFINITIONS**

A. The term "Allocated Loss Adjustment Expense" as used herein shall mean all claims adjustment costs and expenses incurred in connection with the investigation, adjustment and settlement or defense of a claim for benefits. Allocated Loss Adjustment Expenses are limited to reasonable, customary and necessary expenses. Such expenses shall include, but shall not be limited to, the following:

- 1) attorneys fees and disbursements; and
- 2) fees to court reporters; and
- 3) all court costs, court fees and court expenses; and
- 4) costs of automobile and property appraisals and re-inspections; and

- 5) costs of any required investigations by claims adjusters in the field; and
- 6) costs of interpreters; and
- 7) fees for database searches; and
- 8) fees for service of process; and
- 9) costs of surveillance and detective services; and
- 10) costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams; and
- 11) costs for employing experts for their advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought; and
- 12) costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of the Company' liability; and
- 13) costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings; and
- 14) costs for copies of any public records and/or medical records; and
- 15) costs of depositions and court - reported and/or recorded statements; and
- 16) costs and expenses of subrogation when referred to outside attorneys or other vendors; and
- 17) costs of engineers, handwriting experts and/or any other type of expert used in the preparation of litigation and/or used on a one-time basis to resolve disputes; and
- 18) charges for medical cost containment services, i.e., utilization review, pre-admission authorization, hospital bill audit, provider bill audit and medical case management incurred only with the prior approval of the Company.
- 19) any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of the Company.

B. The term "Qualified Claim" shall mean a claim assigned by Company to Claims Administrator.

- C. The term "Feature" shall mean any separate coverage exposure within a claim. For example, one claim might have a Collision feature and one or more Bodily Injury or Property Damage features.
- D. The term "Claims Adjusting Services" as used herein shall mean the furnishing by the Claims Administrator to the Company of the following services in compliance with the terms of the applicable insurance policy, the laws and regulations of the applicable state(s), and industry-wide standards:
- 1) Review all Company's claims and loss reports; and
  - 2) Receive from Company coverage information for the applicable policy for the claim or loss reported. If authorized by Company, where coverage is in question, draft reservation of rights letters to be reviewed by the Company prior to sending to the insured. When Claims Administrator is advised by Company that no coverage exists, draft declination letters, which are to be reviewed by the Company as required, prior to sending to the insured. When appropriate, advise interested parties of the extent of coverage; and
  - 3) If instructed by the Company, establish records for incidents or occurrences reported by the insured that are not claims but may become claims at a later date; and
  - 4) Establish and adequately reserve each Qualified Claim and Feature, and code such claim in accordance with Company's statistical data requirements. Claims Administrator shall adopt and agree upon guidelines for reserving Features that comply with Company's guidelines and are consistent with industry standards; and
  - 5) Conduct a prompt and detailed investigation of each Qualified Claim. Company and Claims Administrator shall adopt and agree upon guidelines for referring claims investigation to field investigators and adjusters that comply with Company's guidelines and are consistent with industry standards; and
  - 6) Adjust Qualified Claims for Property and/or Physical Damage by obtaining itemized estimates and/or appraisals of damage; and
  - 7) Assure that there is sufficient evidence and documentation gathered and in the Company's claims system on a Qualified Claim, to allow the adjuster to properly evaluate the merits of the claim; and
  - 8) Provide, in accordance with the Company's procedures and authority, an initial report and periodic reports on the status of each Qualified Claim in excess of the reporting level or otherwise reportable; and

- 9) Perform all necessary administrative work in connection with Qualified Claims; and
  - 10) Respond immediately to any inquiry, complaint or request received from an insurance department or any other regulatory agency in compliance with written instructions, if any, provided by the Company. Respond promptly to any inquiry, complaint or request received from a client, claimant, agent, broker, or other interested party in connection with the Claims Adjusting Services; and
  - 11) Process each Qualified Claim utilizing industry-wide standard forms where applicable; and
  - 12) Attend, where appropriate and approved by the Company, mediation, arbitration, court-related or other dispute resolution hearings and/or conferences; and
  - 13) Maintain files for all Qualified Claims in the Company's claims system, that may include, where necessary, a) defense of claims; b) other litigation (such as subrogation, contribution or indemnity); c) other proceedings; d) claims handling activities; and e) expense control and disbursements; and
  - 14) Pursue all reasonable possibilities of subrogation, contribution or indemnity on behalf of the Company; and
  - 15) Adjust, settle or otherwise resolve claims in accordance with authority levels granted; and
  - 16) Pay or recommend payment where appropriate, all Qualified Claims and Allocated Loss Adjustment Expenses, on a timely basis and in accordance with authority granted by the Company; and
  - 17) Pursue recovery of third party liability deductibles; and
  - 18) Maintain closed claim files in accordance with state regulations and/or Company requirements.
- E. The term "Claims Files" shall mean all information and documentation in written, electronic, photographic, or audio form gathered as part of the Claims Adjusting Services.

## **II. SERVICES**

- A. In consideration of service fees paid by the Company as set forth in the Compensation Schedule attached hereto and made part of this Agreement, Claims Administrator agrees to provide Claims Adjusting Services with respect to all Qualified Claims, including those in excess of the Claims Administrator's authority level.
- B. Claims exceeding the authority level are to be immediately reported by email to the Company. Claims Administrator shall seek the Company's prior written approval on all Qualified Claim settlements in excess of the authority level. With respect to those Qualified Claims in excess of the authority level, Claims Administrator shall calculate and recommend reserves, and then, upon approval by the Company, post such reserves. However, ultimate determination of settlement and reserve amounts shall be retained by the Company.
- C. Claims Administrator warrants and represents that: 1) it shall perform all Claims Adjusting Services that are necessary and appropriate directly or through licensed independent claims adjusters; and 2) it and/or its employees hold all adjuster licenses as required by law to perform the designated services; and 3) it and its employees and persons under contract to Claims Administrator will at all times observe the requirements of laws and regulations of each state in the territory in which it operates, specifically including but not limited to the privacy laws, fair claims practices acts, and fair trade practices acts.
- D. If a Summons and Complaint is filed on a Qualified Claim, the Claims Administrator shall transfer that claim and all its Features back to the Company and shall no longer be responsible for the further handling of that claim.

### **III. TERM AND TERMINATION**

- A. This Agreement shall be effective April 1, 2015, and shall be in effect until cancelled by either party with ninety (90) days' notice.
- B. In the event any license necessary to conduct the Claims Administrator's business expires or terminates, for any reason, the Claims Administrator shall immediately notify the Company and this Agreement shall automatically terminate as of the date of such license's expiration or termination unless, within one week from the date the Company receives notice of the license expiration or termination from the Claims Administrator, the Company agrees, in writing, to modify the provisions of this paragraph so as to allow the Agreement to continue.
- C. This Agreement may be terminated immediately upon written notice to either party if there has been an event of fraud, abandonment, insolvency, or gross or willful misconduct on the part of the other party.

- D. Notwithstanding the foregoing, if the Claims Administrator shall commit any material breach of the terms of this Agreement, or fail to comply with any material instruction or direction by the Company, the Company may, in its sole discretion, immediately upon notice, suspend or terminate any or all authority of the Claims Administrator. Upon receipt of such notice, the Claims Administrator shall thereupon cease to exercise such power or powers in accordance with such notice.
- E. Notwithstanding the foregoing, if the Company shall commit any material breach of the terms of this Agreement, or fail to fulfill its obligations under the Agreement, Claims Administrator may immediately upon notice, suspend and/or terminate all claims handling under this Agreement.
- F. If the Agreement is terminated as per the provisions above, the Claims Administrator shall transfer all open Features to the Company at termination. The Company shall pay Claims Administrator all service fees earned up to the date of termination according to the Compensation Schedule attached hereto. Any time and expenses incurred by the Claims Administrator in the return of such files will be billed to the Company, with supporting documentation for such billing, and the Company shall pay such billing to the Claims Administrator within thirty (30) days from billing date.

#### **IV. DUTIES AND OBLIGATIONS OF CLAIMS ADMINISTRATOR**

- A. Claims Administrator shall maintain all industry standard claim information necessary in the jurisdictions in which Claims Administrator performs Claims Adjusting Services.
- B. Claims Administrator shall comply with reasonable requests of the Company to achieve compliance with applicable state insurance statutes and regulations regarding the creation and maintenance of a Special Investigative Unit for the business of this Agreement.
- C. Claims Administrator shall cooperate with requests of the Company to achieve compliance with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) relative to Company's obligation to assure that illicit transactions involving target countries and Specifically Designated Nationals are not processed. To the extent that the Claims Administrator incurs out-of-pocket costs for such compliance that solely benefits the Company, the Company will reimburse prior approved expenses.
- D. Claims Administrator shall comply with the Company's Privacy Policy under the Gramm-Leach-Bliley Act of 1999, as set forth below:

NBIS does not disclose any nonpublic personal information about individual policyholders or claimants to any affiliate or any non-affiliate third party other than those permitted by law and only for the purpose of transacting the business of the policyholder's insurance coverage or claim.

Claims Administrator shall fulfill any obligation of the Company to provide claimants with a copy of the Privacy Policy of the Company as may be required by law.

- E. Claims Administrator shall at all times be an independent contractor and shall not for any purpose be deemed to be or hold itself out to be an employee of or affiliated with the Company.
- F. In any state that levies a tax on the services provided by Claims Administrator to Company, Claims Administrator shall prepare an accounting of the tax owed as required by law and submit an invoice for this tax to Company. Once Company has paid the invoice, Claims Administrator shall forward the tax to the appropriate state agency.

#### **V. DUTIES AND OBLIGATIONS OF COMPANY**

- A. Company will provide all information relevant to particular claims to Claims Administrator in order for Claims Administrator to fulfill its duties and obligations as set out in this Agreement, including applicable policy and coverage information and coverage confirmation status.
- B. Company has ultimate authority and responsibility for authorizing claims payment and settlement of claims under this Agreement.
- C. Company will provide to Claims Administrator access to Company's claims system and policy and coverage information as required by Claims Administrator to perform its authorized duties under this Agreement.
- D. Company shall be responsible for the payment of all Allocated Loss Adjustment Expenses relating to the Qualified Claims and the Claim Adjusting Services provided by Claims Administrator.

#### **VI. INSURANCE AND INDEMNIFICATION**

- A. As a condition precedent and an ongoing obligation throughout the term of this Agreement, Claims Administrator shall, no less than annually, provide the Company with evidence of a policy of insurance providing Errors and Omissions insurance coverage for services performed pursuant to this Agreement, from an



insurance carrier acceptable to the Company, with a Limit of Liability no less than \$1,000,000 per claim and \$1,000,000 in the aggregate. Claims Administrator shall immediately notify the Company in the event of any cancellation, non-renewal, or reduction of coverage on any such policy.

- B. Claims Administrator agrees to defend the Company from any and all claims, suits or demands asserted by anyone against the Company, as a result of any errors or omissions of Claims Administrator, its officers, directors, employees or successors. If the Company becomes legally obligated to pay damages due to the errors or omissions of Claims Administrator, Claims Administrator agrees to indemnify the Company and to reimburse the Company for any costs, damages and expenses, of any nature whatsoever incurred or sustained by the Company, including but not limited to attorneys fees and other expenses, in connection with investigating and defending any actions, claims or suits against the Company as a result thereof. Claims Administrator agrees to cooperate with the Company in the investigation and defense of any such claims.
- C. The Company agrees to defend the Claims Administrator from any and all claims, suits or demands asserted by anyone against the Claims Administrator, as a result of any errors or omissions of Company, its officers, directors, employees or successors. If the Claims Administrator becomes legally obligated to pay damages due to the errors or omissions of Company, Company agrees to indemnify the Claims Administrator and to reimburse the Claims Administrator for any costs, damages and expenses, of any nature whatsoever incurred or sustained by the Claims Administrator, including but not limited to attorneys fees and other expenses, in connection with investigating and defending any actions, claims or suits against the Claims Administrator as a result thereof. Company agrees to cooperate with the Claims Administrator in the investigation and defense of any such claims.
- D. Claims Administrator does not agree to defend or indemnify any claims, suits or demands where the alleged errors or omissions concern parties other than Claims Administrator or its officers, directors, employees, successors, representatives or agents, such as matters of underwriting or policy administration.

## **VII. MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be interpreted in accordance with the laws of the state of Georgia. Any cause of action brought arising out of the rights or obligations of this Agreement shall be brought in Atlanta, Georgia.
- B. Any forbearance or failure by the Company or Claims Administrator to enforce any right, provision, or power established under this Agreement or by operation of law shall not operate as a modification or waiver of such right, provision or

power, and the Company or Claims Administrator may, at any time, pursue all rights or remedies available to it to enforce all terms and conditions of this Agreement.

- C. This Agreement represents the full and complete understanding of the parties as to the subject matter herein, superseding all previous agreements, whether written or verbal. This Agreement may be modified or altered only by written amendment to this Agreement signed by duly authorized representatives of the parties.
- D. Claims Administrator understands and agrees that it shall retain liability for any loss or damage arising out of any work performed by any subcontractor retained by Claims Administrator to perform its duties under this Agreement.
- E. Claims Administrator understands and agrees that it shall retain liability for any loss or damage directly or indirectly caused by or arising out of Claims Administrator's access or use of Company's claims and policy systems.
- F. To be validly given, all notices, requests, consents, and other communications arising out of this Agreement must be in writing and mailed, postage paid, to the address of the party provided for in this Agreement. As an ongoing obligation throughout the term of this Agreement, each party shall notify the other of any change of address.
- G. This Agreement shall not become effective until signed by a duly authorized representative of both the Company and Claims Administrator.
- H. Headings on titles to the several sections herein are for identification purposes only and shall not be construed as forming a part hereof.
- I. In the event that any section, sub-section, or provision of this Agreement is declared by statute or by a court of competent jurisdiction to be illegal or void, such section, sub-section, or provision shall be deemed severed from the Agreement, and all other sections, sub-sections, terms, conditions and provisions shall remain in full force and effect.
- J. During the course of this Agreement, the parties will have access to proprietary, confidential information of each other. The parties will protect such information and treat it as strictly confidential, and shall not provide it to any third party or utilize it in any fashion outside of the scope of this Agreement, except as expressly authorized in writing by the parties or as required by law. The Claims Administrator agrees to adhere to all reasonable confidentiality policies as adopted from time to time by the Company regarding the protection of the Company's information.

For purposes of this Agreement, "proprietary information" means any non-public information regarding or relating to the business operations, technology, insureds,

customers, employees, business methods and other non-public information about Company and/or Claims Administrator. Such non-public business and technical information collectively constitutes trade secrets. For purposes of this Agreement, "confidential information" shall include, without limitation, information concerning insureds or prospective insureds, claimants, and employees and agents of Company and employees, methods, claims administrative procedures, metrics and other work practices of Claims Administrator.

- K. The Company, its authorized agents, officers and employees, and Claims Administrator mutually agree that until one (1) year after termination of this Agreement, they will not solicit, recruit or hire the other party's officers, employees, contractors or agents.
- L. Any notice under this Agreement shall be sent, postage prepaid, to the addresses provided below:

If to the Company: NBIS Construction & Transport Insurance Service, Inc.  
800 Overlook, 2859 Paces Ferry Road  
Atlanta, GA 30339  
(770) 257-1130  
E-mail: akirkner@nbis.com  
Attention: Arthur P. Kirkner, Vice President - Claims

If to the Claims Administrator: DMA Claims Management, Inc.  
P.O. Box 26004  
Glendale, CA 91222-6004  
(323) 342-6800  
(323) 342-6850  
Attn: Thomas J. Reitze, President

- M. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be addressed first by mediation between the parties. The costs of mediation shall be borne by both parties. If not resolved by mediation, the matter shall be addressed and settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties to this Agreement and their authorized agents, officers and employees agree that during the dispute resolution process and afterwards, they will not at any time disparage, defame or hold up to public embarrassment or ridicule the other parties involved.

**NBIS Construction and Transport  
Insurance Services, Inc.**

By: [Signature]  
Its: Vice President of Insurance  
Date: 5/15/2015

**DMA CLAIMS MANAGEMENT, INC.**

By: Thomas Seitz  
Its: PRESIDENT  
Date: 5/9/15

## **ADDENDUM TO CLAIMS ADMINISTRATION AGREEMENT**

This Addendum incorporates by reference that certain Claims Administration Agreement effective April 1, 2015 (hereinafter referred to as the "Agreement"), by and between the Company as identified in the Agreement, and the Claims Administrator as identified in the Agreement.

Claims Administrator will receive the following compensation from Company for its services:

1. For Property Damage, Collision or Comprehensive features that are open and being handled by Claims Administrator as of April 1, 2015, \$75 per feature. Payable when the feature closes.
2. For Bodily Injury features that are open as of April 1, 2015, and are assigned to Claims Administrator by Company to handle to conclusion, \$375 per feature. \$187.50 is earned on assignment, and \$187.50 is earned when the feature is closed.
3. For new features opened after April 1, 2015, \$500 per Bodily Injury feature and \$250 per Property Damage, Collision or Comprehensive feature, with a cap of \$800 per accident regardless of the number of features arising out of the accident. Regarding Bodily Injury features, \$250 is earned on assignment, and \$250 is earned when the feature is closed.
4. \$75 for incident-only claims where no investigation is warranted.
5. For First Notices of Loss, \$12.50 per First Notice of Loss taken.
6. For administrative services including but not limited to bank and check stock setup, positive pay setup, FileHandler claims system setup, creation of Quality Control reports and testing, and setup of other required reports, \$200 per hour.
7. For one administrative employee of Claims Administrator who is assigned to this program, Claims Administrator will receive the employee's actual salary plus 20%.

8. For administration and maintenance of the FileHandler claims system, \$1,000 per month.
9. Twenty-five percent (25%) of Net Subrogation Recoveries, earned when the recoveries are received. Net Subrogation recoveries are the gross amounts recovered through subrogation efforts by the claims Administrator on behalf of the Company, less any outside costs involved in the recovery process such as attorney fees.
10. \$105 per vehicle appraisal, \$115 per vehicle appraisal for a total loss, and actual cost outside of the DMA appraisal network, all earned upon completion.
11. \$35 per desk review of an auto damage estimate, earned upon completion.
12. \$45 per damaged auto assigned to Claims Administrator's shop network, earned upon assignment.

All ALAE is passed through to the Company for payment and is not included in this fee per feature. Any feature that goes into litigation is to be returned by Claims Administrator to Company.

At the end of each month Claims Administrator will prepare an invoice itemizing the services rendered as described in 1 through 12 above, and will send the invoice to the Company by email. The Company will pay the invoice within 20 days of receipt.

NBIS Construction and Transport  
Insurance Services, Inc.

By: [Signature]

Its: [Signature]

Date: 5/15/2015

DMA CLAIMS MANAGEMENT, INC.

By: Thomas Spitz

Its: PRESIDENT

Date: 5/9/15