

In the Supreme Court of the State of Nevada

NATIONSBUILDERS INSURANCE
SERVICES INC., a foreign
corporation; NBIS CONSTRUCTION
& TRANSPORT INSURANCE
SERVICES, INC., a foreign
corporation;
Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT of the State of Nevada, in and
for the County of Clark; and THE
HONORABLE MARK R. DENTON,
District Judge;
Respondents.

DIANE SANCHEZ, an individual;
Real Party in Interest.

Supreme Court Case No. 84227

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Apr 04 2022 05:03 p.m.
District Court Case No. A-19-805351-C
Elizabeth A. Brown
Clerk of Supreme Court

REAL PARTY IN INTEREST DIANE SANCHEZ'S APPENDIX TO ANSWER TO WRIT PETITION VOLUME III PAGES 501-750

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Diane Sanchez

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01	Plaintiff Diane Sanchez's Opposition to Defendant Blas Bon's Motion to Set Aside Default Judgment	02/07/2020	1	RPI.APP.000001- RPI.APP.000152

Seventh Affirmative Defense

(Good Faith)

The conduct of ATX, with respect to Plaintiff herein, was at all times reasonable, justified and in good faith.

Eighth Affirmative Defense

(Causation)

ATX alleges that it is informed and believes and thereon alleges that Plaintiff and/or other superseding intervening persons, entities or incidents, and not ATX, are the cause of resulting damage, if any, alleged by Plaintiff.

Ninth Affirmative Defense

(Failure to Mitigate)

At all times and places mentioned in the Third Amended Complaint herein, Plaintiff has failed to mitigate the amount of its damages. The damages claimed by Plaintiff could have been avoided or mitigated by due diligence on its part or by one act under similar circumstances. The Plaintiff's failure to mitigate is a bar to any recovery under the Third Amended Complaint.

Tenth Affirmative Defense

(Agency)

Plaintiff's claims are barred as the actions or inactions of which Plaintiff complains were performed by the claims administrator, and as such, any error, omission, commitment, certification, issue of any proof of coverage or modification of coverage, was an agent of defendant DMA Claims Management Company, and is not binding on ATX.

Eleventh Affirmative Defense

(Breach of Covenant of Good Faith & Fair Dealing)

ATX is informed and believes and on that basis alleges that Plaintiff and their agents and representatives breached the duty of good faith and fair dealing by failing and/or refusing promptly and accurately to furnish to the insurer all information and evidence reasonably necessary to evaluate the claim.

///

Twelfth Affirmative Defense

(Unclean Hands and Laches)

The Third Amended Complaint and each of its purported claims for relief are barred by the equitable defenses of unclean hands and/or laches.

Fourteenth Affirmative Defense

(Additional Affirmative Defenses)

ATX alleges that the Third Amended Complaint and each purported cause of action therein fails, since the complaint does not describe claims against this answering Defendant with sufficient particularity to enable this answering defendant to determine all of the defenses it currently has. This answering defendant therefore reserves the right to assert any defenses which may be applicable to the Third Amended Complaint once the precise nature of the claims made against this answering defendant are determined.

Fifteenth Affirmative Defense

(Punitive Damages)

Plaintiff's claim for punitive damages is barred by the United States and Nevada Constitutions.

CROSS-CLAIM AGAINST CROSS-DEFENDANT DMA CLAIMS MANAGEMENT, INC.

COMES NOW defendant and Cross-Claimant ATX, and alleges as follows:

PRELIMINARY ALLEGATIONS

1. Cross-Claimant is informed and believes, and herein alleges, that Cross-Defendant DMA CLAIMS MANAGEMENT, INC. ("DMA") is, and at all times was, a corporation or other business entity licensed to and transacting business within the State of Nevada and is therefore subject to this Court's jurisdiction.

2. Cross-Claimant is informed and believes, and herein alleges, that at all relevant times applicable to this action, Cross-Defendant DMA was the third-party claims administrator for defendant ATX Premier Insurance Company.

///

///

3. Cross-Claimant is informed and believes, and herein alleges, that it entered into claims agreements with Cross-Defendant and/or is a third party beneficiary of the claim handling agreement between, *inter alia*, NationsBuilders Insurance Services, Autotex MGA and/or ATX Premier Insurance.

4. The allegations set forth herein arise from the same transaction or occurrence as that which is the subject of Plaintiff's Third Amended Complaint, and are therefore properly raised in this pleading pursuant to FRCP 13.

FIRST CLAIM: FOR EXPRESS INDEMNITY

5. Cross-Claimant herein incorporates paragraphs 1 through 4 of this Cross-Complaint as though set fully forth herein.

6. Cross-Claimant alleges that it is entered into a contract(s) with Cross-Defendant, in which Cross-Defendant expressly agree to indemnify Cross-Claimant. Pursuant to the terms and conditions of said contract(s), Cross-Claimant is entitled to be defended, indemnified, and held harmless by Cross-Defendant from any litigation wherein Cross-Claimant is named as a party, which litigation arises from Cross-Claimant performing its services pursuant to said contract(s). The express provisions of the indemnity agreement between Cross-Claimant and Cross-Defendant provided below.

IV. Insurance and indemnification

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.

1 7. Cross-Claimant is informed and believes and thereon alleges that in the event any party to
2 this action should establish any liability in the part of Cross-Claimant, which liability is expressly
3 denied, said liability is the proximate result of Cross-Defendant's conduct under the above-referenced
4 contract(s) with Cross-Claimant. Therefore, Cross-Claimant requests adjudication and determination of
5 the respective rights of Cross-Claimant and Cross-Defendant under said contract(s) so as to determine
6 the portion of the amount, if any, by which Cross-Claimant is found liable to Plaintiff that is proximately
7 caused by Cross-Defendant's actions, triggering its obligation under the contract(s) with Cross-
8 Claimant.

9 8. Pursuant to the terms of its/their written contract, Cross-Defendant expressly agreed to
10 and did obligate itself to indemnify and hold harmless Cross-Claimant from and against the claims
11 alleged in Plaintiff's Complaint. Cross-Defendant denies they have such an obligation and refuse to
12 indemnify Cross-Claimant herein.

13 9. Cross-Claimant has incurred costs, expenses and attorney's fees for the investigation and
14 defense of this action and additional costs and expenses and attorney's fees will necessarily be incurred
15 in the future. Cross-Claimant may suffer liability herein for the acts or failure to act of Cross-Defendant.
16 Cross-Claimant therefore prays from the Court upon ascertainment of said costs, expenses and
17 attorney's fees and other such costs of liability, if any, to amend this Cross-Complaint to allege the
18 correct amount thereof.

19 WHEREFORE, Cross-Claimant prays for relief as hereinafter set forth.

20 **SECOND CLAIM: FOR EQUITABLE INDEMNITY**

21 10. Cross-Claimant herein incorporates paragraphs 1 through 8 of this Cross-Complaint as
22 though set fully forth herein.

23 11. Cross-Claimant has denied and continues to deny that it was in any way responsible for
24 the events, happenings or damages mentioned in Plaintiff's Third Amended Complaint on file herein.
25 However, if Cross-Claimant is held responsible to any party in this action for any of the matters alleged
26 in said Complaint, which Cross-Claimant denies, it is entitled to indemnity from Cross-Defendant for
27 any loss Cross-Claimant may sustain in this matter, including all costs, attorney's fees and/or judgments
28 that may rendered against Cross-Claimant, and that Cross-Claimant's liability would be based either

1 upon their passive or secondary negligence, and would only arise if proximately caused by the primary.
2 direct, and active negligence of Cross-Defendant.

3 12. Cross-Claimant has incurred or will incur costs, expenses, and attorney's fees for the
4 investigation and in the defense of this action, and additional costs, expenses and attorney's fees will be
5 necessarily incurred in the future. Cross-Claimant may suffer liability herein for the acts or failures to
6 act of Cross-Defendant. Cross-Claimant therefore prays from the Court upon ascertainment of such
7 costs, expenses and attorney's fees, to amend this Cross-Complaint to allege the correct amount thereof.

8 13. Cross-Claimant alleges that an actual controversy exists between Cross-Claimant and
9 Cross-Defendant concerning their respective rights and duties. Cross-Claimant contends that Cross-
10 Defendant denies that if Cross-Claimant herein is subject to liability to any party in this action, Cross-
11 Claimant will be entitled to be indemnified by Cross-Defendant for the full amount of any losses
12 suffered or judgments paid by Cross-Claimant to any such party for the costs, attorney's fees and other
13 expenses which have been, and in the future may be, incurred by Cross-Claimant in the defense of this
14 matter.

15 14. Adjudication of this Cross-Complaint in conjunction with Plaintiff's action will prevent a
16 multiplicity of trial and will be in the furtherance and interests of justice and expedition of the business
17 of this Court.

18 WHEREFORE, Cross-Claimant prays for relief hereinafter set forth.

19 **PRAYER**

20 1. For a trial by jury;

21 2. For a declaration that Cross-Claimant is entitled to partial, equitable, express and implied
22 and total indemnity from Cross-Defendant, from and against all defenses, costs of suit, legal fees,
23 damages, judgments, or other claims or awards that may be claims or obtained in this action as described
24 herein;

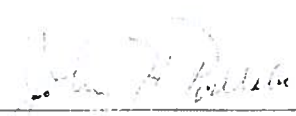
25 3. That if Plaintiff recovers any judgment, Cross-Claimant be fully indemnified by Cross-
26 Defendant for such judgment;

27 4. For costs of suit and attorney's fees pursuant to FRCP 54(d); and
28

1 5. For Costs of suit, attorney's fees, expenses and damages incurred by Cross-Claimant
2 in the defense of Plaintiff's Third Amended Complaint and in the maintenance of this Cross-
3 Complaint, and for others and further relief as the Court may deem just and proper under the
4 circumstances.

5 Dated: June 19, 2019

WILSON ELSEER MOSKOWITZ
EDELMAN & DICKER LLP

6
7
8 By: 
9 JOHN H. PODESTA ESQ.
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13 (415) 625-9251
14 *Attorneys for Third Party Defendant*
15 *ATX SPECIALTY INSURANCE COMPANY*
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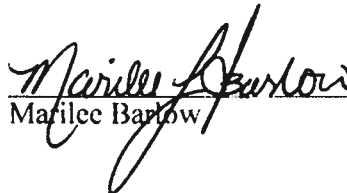
CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of Wilson Elser Moskowitz Edelman & Dicker LLP, and that on June 19, 2019, I served a true and correct copy of the foregoing:
as follows:

**DEFENDANT NATIONSBUILDERS INSURANCE SERVICES, INC.'S ANSWER TO THE
THIRD AMENDED COMPLAINT AND CROSS-COMPLAINT AGAINST DEFENDANT
DMA CLAIMS MANAGEMENT, INC.**

- ☐: by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in San Francisco, California:
- ☒: via electronic means by operation of the Court's electronic filing system, upon each party in this case who is registered as an electronic case filing user with the Clerk;
- ☐: via hand-delivery to the addressees listed below
- ☐: via facsimile;
- ☐: by transmitting via email the document listed above to the email address set forth below on this date before 5:00 p.m.

By:


Marilee Barlow

2:18-cv-01938-GMN-NJK

CERTIFICATE OF SERVICE

2221020v.1

RPI.APP.000507

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2:18-cv-01938-GMN-NJK

EXHIBIT 23

1 Lawrence E. Mittin, Esq.
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5 *Attorneys for Plaintiff Kelley Hayes*

6 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

7 KELLEY HAYES,

CASE NO. 2:18-cv-01938-GMN-NJK

8 Plaintiff,

9 v.

10 AUTOTEX MGA, INC., DMA CLAIMS
11 INC.;

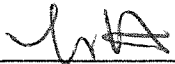
12 Defendants.

13 **PLAINTIFF'S MOTION TO AMEND COMPLAINT TO ADD ATX PREMIER**
14 **INSURANCE COMPANY AND NATIONSBUILDERS INSURANCE SERVICES, INC., AS**
DEFENDANTS

15 COMES NOW, Plaintiff and pursuant to FRCP 15(a), hereby respectfully requests that she
16 be allowed to amend her complaint to add ATX PREMIER INSURANCE COMPANY and
17 NATIONSBUILDERS INSURANCE SERVICES, INC., as Defendants as stated in the proposed
18 Third Amended Complaint attached hereto as Exhibit 1. This motion is made and based upon the
19 pleadings and papers on file herein, the points and authorities attached hereto, and such oral
20 argument as may be entertained at the time of the hearing of this matter.

21 DATED this 12 day of April, 2019.

22 CRAIG P. KENNY & ASSOCIATES

23 By 
24 LAWRENCE E. MITTIN, ESQ.
Nevada Bar #5428
501 S. 8th Street
25 Las Vegas, Nevada 89101
26 *Attorney for Plaintiff Kelley Hayes*

POINTS AND AUTHORITIES

I. Overview

As the Court is aware from prior pleadings, Plaintiff Kelley Hayes is the Mother of Minor I.R. whose father Mario Regalado was killed on November 15, 2014 when the bike he was riding was struck by a 1992 Acura Integra being driven by Cesar Gutierrez. The 1992 Acura Integra was owned by Tracy Miller and the vehicle was insured with ATX PREMIER INSURANCE COMPANY (hereinafter "ATX") with bodily injury limits of \$15,000 per person, \$30,000 per accident. Cesar Gutierrez was covered by the ATX policy as a permissive user.

Plaintiff sued Cesar Gutierrez and Tracy Miller for wrongful death in the Eighth Judicial District for the State of Nevada. In the course of that lawsuit, a redacted DMA claims file was produced by counsel for Gutierrez and Miller. This claims file often listed AUTOTEX along with the name ATX as to the policy which covered Tracy Miller's vehicle on November 15, 2014. (See Mittin Declaration, Exh. 2) On March 19, 2018, Cesar Gutierrez, while represented by counsel retained by Defendant DMA, signed an Assignment to Plaintiff of his rights to breach of contract and bad faith as to ATX its subsidiaries, assigns, network companies, and agent companies, as well DMA Claims Services. On August 7, 2018, the State Court granted Plaintiff's Motion for Summary Judgment against Cesar Gutierrez in the amount of \$2.5 million dollars.

Based on the assignment and Summary Judgment, Plaintiff filed a lawsuit in State Court against ATX Premier Insurance Services and DMA Claims Services. While trying to serve the Complaint on the Insurance Commissioner, it was learned that ATX was not listed as an active insurance company in the State of Nevada. Based on the redacted claims file, it was believed that AUTOTEX and ATX were one in the same company, such that the Complaint was amended to name AUTOTEX as a Defendant because it was the insurance company which owned ATX.

Defendant DMA removed Plaintiff's Complaint to Federal Court and DMA then filed a Motion to Dismiss in October 2018. Defendant AUTOTEX filed a Motion to Dismiss in December 2018. During the course of initial discovery and interactions with counsel for DMA and AUTOTEX, it was learned that AUTOTEX was not an owner at anytime of ATX and that the

1 wrong DMA entity had apparently been named.¹ Since DMA took the position that the wrong
 2 DMA had been named, DMA's answers to Plaintiff's written discovery was that it could not
 3 respond to the questions. Further, ATX apparently had been sold in early 2016 to WINDHAVEN
 4 NATIONAL INSURANCE COMPANY.

5 On February 15, 2019, Plaintiff filed a Motion for leave to file a Second Amended
 6 Complaint naming WINDHAVEN as a Defendant and changing the name of Defendant DMA
 7 CLAIMS, INC. to DMA MANAGEMENT, INC. (#40) On March 8, 2019, the Court granted
 8 Plaintiff's Motion to Amend (#43) and on March 8, 2019, Plaintiff filed her Second Amended
 9 Complaint (#44).

10 In terms of naming and identifying the owner(s) of the ATX policy for the Miller 1992
 11 Acura Integra who would have liability as to this November 15, 2014 wrongful death claim,
 12 complicating matters is the fact that ATX is a high risk insurance company that was owned by a
 13 parent company and then ATX was sold in 2016.² The redacted DMA claims that was produced did
 14 not help clarify matters. AUTOTEX had not produced a claims file because at one time it too was
 15 owned by the same parent company as ATX-NATIONSBUILDERS-and then AUTOTEX was sold
 16 in 2015 to Safe Auto. Given its own need for documents and clarification, AUTOTEX on March 8,
 17 2019 issued a subpoena duces tecum on NATIONSBUILDERS INSURANCE SERVICES, INC.
 18 and NBIS CONSTRUCTION & TRANSPORT INSURANCE SERVICES, INC. (See AUTOTEX
 19 Subpoena, Exh 3).

20 On April 8, 2019, in response to the subpoena, a number of documents were produced.
 21 Based on these documents, Plaintiff filed a Voluntary Dismissal without prejudice as to Defendant
 22

23 ¹In this action, DMA produced the same redacted claims file that had been produced in the State
 24 lawsuit. The DMA entity that was named twice moved to Intervene in the State Court under this name
 25 in order to prevent Plaintiff from obtaining a Summary Judgment against Gutierrez in July 2018 and a
 Summary Judgment against Miller in November 2018.

26 ²The parent company is NATIONSBUILDERS INSURANCE SERVICES, INC. (hereinafter
 27 "NATIONSBUILDERS"), and Plaintiff just learned of NATIONSBUILDERS' relationship with ATX
 and AUTOTEX from the documents produced on April 8, 2019 in response to the AUTOTEX subpoena.

WINDHAVEN (#51) and Plaintiff Stipulated to a Dismissal without prejudice of Defendant AUTOTEX (#52). Plaintiff now moves to file a Third Amended Complaint to add ATX PREMIER INSURANCE COMPANY and NATIONSBUILDERS INSURANCE SERVICES, INC., as Defendants in the case.

II. NATIONSBUILDERS is the parent company of ATX. Art Kirkner, a VP of Claims for both NATIONSBUILDERS and ATX, has been personally handling this claim from its inception along with Third Party Administrator DMA. Even though a sale of ATX occurred, the subject Miller ATX policy is a Pre-Close policy for which both NATIONSBUILDERS and ATX continue to have liability up until the present time.

The documents which were produced via subpoena show that ATX was the insurer for the ATX policy ANV000000230 for Tracy Miller's 1992 Acura Integra which was driven by Cesar Gutierrez on November 15, 2014, when Gutierrez had a fatal accident with Minor I.R.'s father. The copy of the declaration page was signed by Art Kirkner as VP of Claims for ATX. (See ATX Declaration Page, Exh. 4)

Art Kirkner is also VP of Claims for NATIONSBUILDERS INC., a job Kirkner has held since 2013. (See Kirkner Press Release, Exh. 5) NATIONSBUILDERS is the parent company of ATX. (See ATX Insurance Statement, Exh. 6) Even though NATIONSBUILDERS apparently sold ATX in 2016 to WINDHAVEN, NATIONSBUILDERS kept liability for ATX policy ANV000000230 for Tracy Miller's 1992 Acura Integra as a Pre-Close policy.³ Not only is Art Kirkner a VP for both ATX and NATIONSBUILDERS, but also Kirkner has been handling this wrongful death claim for ATX and NATIONSBUILDERS since its inception. The DMA adjusters all reported to Kirkner as evidenced by emails produced in the DMA redacted State court claims file. (See Kirkner emails, Exh. 8)

In light of these produced documents, Plaintiff has now dismissed WINDHAVEN and AUTOTEX from this action. WINDHAVEN was dismissed because NATIONSBUILDERS as the

³The Pre-close policy status of the Miller ATX policy is shown with how NATIONSBUILDERS handled the sale of AUTOTEX to Safe Auto. Pursuant to that sales contract, NATIONSBUILDERS remains liable for any Pre-Close policies. (See NATIONSBUILDERS Safe Auto sales contract, Exh. 7) Accordingly, even though it is now April 2019, ATX and NATIONSBUILDERS still retain liability as to the Miller ATX policy in effect on November 15, 2014.

1 parent company of ATX has retained liability for this November 15, 2014 wrongful death claim as a
2 Pre-Close policy, as evidenced by Art Kirkner's continued work on the claim after the sale to
3 WINDHAVEN. AUTOTEX was dismissed because it was not involved when Plaintiff's counsel
4 Mersch submitted the three conditional settlement demands from May-October 2016, as those
5 demands were submitted to DMA who was working as a Third Party Administrator for ATX and
6 NATIONSBUILDERS.

7 Having dismissed WINDHAVEN and AUTOTEX, Plaintiff now seeks to amend her
8 Complaint to add ATX and NATIONSBUILDERS as Defendants in this case. The documentation
9 obtained via subpoena shows that NATIONSBUILDERS was the parent company of ATX at the
10 time this accident occurred in 2014. Art Kirkner, who is a VP of Claims for both
11 NATIONSBUILDERS and ATX, has been personally handling this claim since its inception.
12 NATIONSBUILDERS kept liability for this claim even after selling ATX to WINDHAVEN in
13 April 2016, as noted by Kirkner's June 17, 2016 signature of the Miller dec page as VP of Claims
14 and Kirkner being the person that the DMA adjusters reported to while Plaintiff's conditional
15 settlement demands of May, September, and October 2016, were pending. For example, DMA
16 adjuster Hermanese Ravasio emailed her supervisor Rebecca Perez on October 17, 2016 and asked
17 "Any word from Art on altering the release or sending a letter from him about the affidavit?"⁴ (See
18 DMA Email 10/17/16, Exh. 9)

19 On October 26, 2016, DMA sent to Plaintiff's counsel Mersch a check for \$7,500 written on
20 the account of NBIS CONSTRUCTION TRANSPORT INSURANCE SERVICES, INC. FBO ATX
21 PREMIER INSURANCE COMPANY. (See Check, Exh. 10) NBIS is an affiliated company of
22 NATIONSBUILDERS which is why NBIS was making a payment for the benefit of ATX. Plaintiff
23 believes Art Kirkner authorized the payment for ATX and NATIONSBUILDERS given his
24

25 ⁴Counsel Mersch in the May 2016 demand letter had asked for an Asset Affidavit from ATX
26 insured Tracy Miller. In the September and October 2016 letters, Mersch asked for an Asset Affidavit
27 from Miller or in the alternative an Affidavit from ATX as to its efforts to obtain an Asset Affidavit from
28 Miller. As shown by this email, Kirkner would have been the person to provide the Affidavit from ATX
as to the efforts to obtain an Asset Affidavit from Miller.

1 personal handling of this death claim.

2 Given this evidence, as to the subject ATX policy for this November 15, 2014 claim, the
3 policy was issued by ATX whose parent company is NATIONSBUILDERS. Art Kirkner, a VP for
4 both ATX and NATIONSBUILDERS, was the person handling this claim for both companies.
5 Kirkner was the person for ATX and NATIONSBUILDERS who was working with Third Party
6 Administrator DMA. DMA was the TPA for this claim when the three conditional settlement
7 demands were made by Plaintiff's counsel Julie Mersch in 2016 and DMA paid for defense counsel
8 in the underlying State lawsuit. Plaintiff believes that DMA has liability as a joint venturer with
9 ATX and NATIONSBUILDERS. DMA is also subject to the assignment from Cesar Gutierrez to
10 Plaintiff. As such, DMA is named in the Third Amended Complaint as a Defendant.

11 Taking these factors into consideration, Plaintiff now seeks leave to file an Amended
12 Complaint to add ATX and NATIONSBUILDERS. as Defendants in the case, as they are the
13 owners of the Miller ATX policy which in effect on November 15, 2014. The assignment given by
14 Cesar Gutierrez applies to ATX and subsidiaries, assigns, network companies, and agent
15 companies, which would include NATIONSBUILDERS, the parent company of ATX.
16 NATIONSBUILDERS has direct involvement in this claim, as its VP of Claims Art Kirkner is also
17 the VP of Claims for ATX and he was the person of authority for both companies in the handling of
18 this claim.

19 **WHEREFORE**, Plaintiff respectfully requests that the Court GRANT her motion and allow
20 her to file a Third Amended Complaint to add ATX PREMIER INSURANCE COMPANY and
21 NATIONSBUILDERS INSURANCE SERVICES, INC., as Defendants.

22 **DATED** this 12th day of April, 2019.

23 CRAIG P. KENNY & ASSOCIATES

24 By: 

25 Lawrence E. Mittin, Esq.

26 lmittin@cpklaw.com

27 Nevada Bar No.: 5428

28 501 S. 8th Street

Las Vegas, NV 89101

Attorney for Plaintiff Kelley Hayes

CERTIFICATE OF SERVICE


Pursuant to Fed. R. Civ. P. 5(b) and Section IV of District of Nevada Electronic Filing Procedures, I certify that I am an employee of CRAIG P. KENNY & ASSOCIATES; and that the following documents were served via electronic service: **PLAINTIFF'S MOTION TO AMEND COMPLAINT TO ADD ATX PREMIER INSURANCE COMPANY AND NATIONSBUILDERS INSURANCE SERVICES, INC., AS DEFENDANTS:**

TO:

Steve Morris, Esq.
MORRIS LAW GROUP
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Las Vegas, NV 89101
Attorney for Defendant AUTOTEX MGA, INC.

Robert Schumacher, Esq.
GORDON REES SCULLY MANSUKHANI, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101
Attorney for Defendant DMA CLAIMS, INC.

DATED this 12th day of April, 2019.



Employee of CRAIG P. KENNY & ASSOCIATES

EXHIBIT 24

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

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10
11 DIANE SANCHEZ,

12 Plaintiff,

13 vs.

14 WINDHAVEN NATIONAL INSURANCE
15 COMPANY, a domestic corporation;
16 WINDHAVEN NATIONAL INSURANCE
COMPANY fka ATX PREMIER
17 INSURANCE, a domestic corporation; DMA
CLAIMS, INC., a foreign corporation; BLAS
18 BON, an individual; DOES I-X and ROE
19 CORPORATIONS I-X, inclusive,

20 Defendants.
21

CASE NO.: 2:19-cv-02196-RFB-VCF

SUBPOENA DUCES TECUM

Date: June 29, 2020
Time: 10:00 a.m.

22 **THE STATE OF NEVADA SENDS GREETINGS TO:**

23 Custodian of Records
NATIONSBUILDERS INSURANCE SERVICES, INC.
202 N. Carson Street
24 Carson City, Nevada 89701

25 Custodian of Records
NATIONSBUILDERS INSURANCE SERVICES, INC.
26 701 S. Carson Street, Suite 200
27 Carson City, Nevada 89701
28



10801 W. Charleston Blvd
Suite 560
Las Vegas, NV 89135

RPI.APP.000518

YOU ARE COMMANDED that all and singular business and excuses set aside, on the **29th day of June, 2020, At the hour of 10:00 a.m.**, to produce a complete electronic and legible copy of the items listed in **Exhibit "1,"** attached hereto, to PRINCE LAW GROUP, 10801 W. Charleston Boulevard, Suite 560, Las Vegas, Nevada 89135, along with the attached Affidavit of Custodian of Records. **At the time and place denoted, the deponent shall possess the original documents, information, devices, and evidence listed in Exhibit "1."**

In lieu of appearance, the deponent may produce copies of documents responsive to the requested information in this Subpoena Duces Tecum, accompanied by an original custodian of records affidavit that is notarized and certifies that the produced documents are a true and complete reproduction of those documents on or before the 22nd day of June, 2020, to PRINCE LAW GROUP, 10801 W. Charleston Boulevard, Suite 560, Las Vegas, Nevada 89135 and/or by electronic mail to eservice@thedplg.com.

If you fail to attend or produce documents, you may be deemed guilty of contempt of Court and liable to pay all losses and damages caused by your failure to appear. Please see **Exhibit "A"** attached hereto for information regarding the rights and obligations of the person subject to this Subpoena under Rule 45 of the Federal Rules of Civil Procedure.

DEFINITIONS

The definitions listed below apply to this Subpoena Duces Tecum and are expressly incorporated therein.

1. "Communication" means the transmittal of information, including but not limited to, facts, ideas, inquiries, or otherwise, in any form or medium, including but not limited to, orally or in writing via letter, e-mail, text message, posting to a blog or web site, and/or attachments to an e-mail.

2. "Document" means all written, electronic, digital, or graphic material of every kind or description, however produced or reproduced, whether in draft, final, original, or reproduction, signed or unsigned and, regardless of whether approved, sent, received, redrafted, or executed, including but not limited to, written communications;

1 letters; correspondence; electronic mail ("e-mail"); memorandum; notes; records;
2 business records; photographs; audio tape or sound recordings; video or visual
3 recordings; contracts; agreements; telephone records, facsimile records, logs, and/or
4 notations of telephone conversations or personal conversations; diaries; desk calendars;
5 statements; summaries; affidavits; declarations; witnesses statements; reports;
6 computer records; data compilations of any kind and in any form; and material similar
7 to any of the foregoing, however denominated and to whomever addressed. "Documents"
8 do not include exact duplicates where originals are available, but include all copies
9 different from their originals in any way by virtue of any writings, notations, symbols,
characters, impressions, or any other marks thereon in any form.

10 3. "Regarding" means relating to, referring to, describing, evidencing,
11 addressing, or constituting.

12 4. "Parties" or the use of a party's full name or abbreviated name or a pronoun
13 referring to a party means the party and, where applicable, its officers, directors,
14 employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not
15 intended to impose a discovery obligation on any person who is not a party to this
16 litigation.

17 5. "You" and "Your" includes NationsBuilders Insurance Services, Inc., NBIS,
18 its affiliates, and all agents, servants, employees, representatives, and any other persons
19 who are under the control of you and are in possession, custody, or control of any
20 documents within the scope of this Subpoena Duces Tecum.

EXHIBIT "1"

21 **You are specifically requested and instructed to preserve and not alter,**
22 **destroy, eliminate, or remove any items requested in this Subpoena Duces**
23 **Tecum or that exist pertaining to this case or Plaintiff Diane Sanchez.**

24 **Unless otherwise specified, all documents or digital information**
25 **responsive to Exhibit "1" shall be produced on portable digital storage media**
26 **(with a standard USB interface) in their native application format. "Native**
27 **application format" means the format in which the documents or digital**
28

1 information are normally created, modified, stored, and/or viewed in your
2 normal course of business.

3 All responsive digital files, including those documents or digital
4 information created with productivity applications (e.g. Microsoft Word™,
5 Microsoft Excel™, Microsoft PowerPoint™, Microsoft Outlook™, etc.) shall be
6 produced with all review comments, revision notes, annotations, marginalia,
7 versions, drafts, and associated meta-data intact and undisturbed (except for
8 those meta-data changes that may occur due solely to duplication and loading
9 onto the portable storage media).

10 ITEMS TO BE PRODUCED

11 YOU ARE REQUIRED TO BRING WITH YOU AT THE TIME OF YOUR
12 APPEARANCE all items set forth below.

13 1. Any and all documents including but not limited to, contracts, agreements,
14 purchase agreements, asset sales agreements, policy sales agreements, stock purchase
15 agreements, or any other type of sales agreement regarding Windhaven National
16 Insurance Company's purchase and/or acquisition of ATX Premier Insurance Company
17 from You.

18 2. Any and all documents, including but not limited to, claims handling
19 agreements, pre-close policy claims handling agreements, post-close policy claims
20 handling agreements, or any other type of agreements regarding the sale of automobile
21 liability insurance policies issued or underwritten by ATX Premier Insurance Company
22 to Windhaven National Insurance Company when Windhaven National Insurance
23 Company purchased and/or acquired ATX Premier Insurance Company from You.

24 3. Any and all documents, including but not limited to, claims handling
25 agreements, pre-close policy claims handling agreements, post-close policy claims
26 handling agreements, or any other type of agreements regarding Your retention,
27 assumption, reservation, or control of automobile liability insurance policies issued or
28 underwritten by ATX Premier Insurance Company that were not included or made part
of Windhaven National Insurance Company's purchase and/or acquisition of ATX
Premier Insurance Company from You.

1 4. Any and all documents or communications regarding any transaction,
2 negotiation, arrangement, deal, agreement, contract, or bargain between You and
3 Windhaven National Insurance Company regarding the investigation, evaluation, or
4 handling of bodily injury, property damage, and/or any other claims arising from
5 automobile liability insurance policies issued or underwritten by ATX Premier
6 Insurance Company.

7 5. Any and all documents or communications regarding the nature and extent of
8 the business relationship between You and ATX Premier Insurance Company before
9 Windhaven National Insurance Company purchased and/or acquired ATX Premier
10 Insurance Company from You.

11 6. Any and all documents or communications regarding the duties, obligations,
12 responsibilities, tasks, or any other functions You reserved as the parent company,
13 subsidiary, or affiliate of ATX Premier Insurance Company before and after Windhaven
14 National Insurance Company purchased and/or acquired ATX Premier Insurance
15 Company from You.

16 7. Any and all documents or communications regarding the ongoing treatment of
17 business that was produced by ATX Premier Insurance Company before Windhaven
18 National Insurance Company purchased and/or acquired ATX Premier Insurance
19 Company from You.

20 8. Any and all documents or communications regarding the Claims Handling
21 Agreement entered on March 22, 2013 between ATX Premier Insurance Company; NBIS
22 Construction & Transport Insurance Services, Inc.; AutoTex MGA, Inc.; and Safe Auto
23 Insurance Company, including but not limited to, the Claims Handling Agreement
24 entered on March 22, 2013.

25 9. Any and all documents or communications regarding the Amended and
26 Restated Claims Handling Agreement amended on April 1, 2015 between ATX Premier
27 Insurance Company; NBIS Construction & Transport Insurance Services, Inc.; AutoTex
28 MGA, Inc.; and Safe Auto Insurance Company, including but not limited to, the
Amended and Restated Claims Handling Agreement amended on April 1, 2015.

1 10. Any and all documents or communications regarding Your financial
2 responsibility, obligation, duty, authority, or power to pay bodily injury claims, property
3 damage claims, and/or any other claims arising from automobile liability insurance
4 policies issued or underwritten by ATX Premier Insurance Company.

5 11. Any and all documents or communications regarding the nature and extent of
6 the relationship between You and NBIS Construction & Transport Insurance Services,
7 Inc. ("CTIS") related to or arising from any automobile liability insurance policies issued
8 or underwritten by ATX Premier Insurance Company.

9 12. Any and all documents, including but not limited to contracts, agreements,
10 arrangements, compacts, or covenants outlining the duties, responsibilities, and
11 obligations of You and DMA Claims Management, Inc. related to or arising from any
12 automobile liability insurance policies issued or underwritten by ATX Premier
Insurance Company.

13 13. Any and all documents or communications regarding the nature and extent of
14 the relationship between You and DMA Claims Management, Inc. related to or arising
15 from any automobile liability insurance policies issued or underwritten by ATX Premier
16 Insurance Company.

17 14. Any and all documents or communications outlining the policies, procedures,
18 guidelines, practices, directives, or instructions regarding claims investigation,
19 evaluation, handling, or any other claims services conducted by You on all bodily injury
20 claims, property damage claims, or any other claims arising from policies issued or
underwritten by ATX Premier Insurance Company.

21 15. Any and all documents or communications outlining the policies, procedures,
22 guidelines, practices, directives, or instructions regarding Your oversight of claims
23 investigation, evaluation, handling, or any other claims services conducted by DMA
24 Claims Management, Inc. for all bodily injury claims, property damage claims, or any
25 other claims arising from policies issued or underwritten by ATX Premier Insurance
26 Company.

27 16. Any and all documents, including but not limited to, checks, drafts, payment
28 slips, payment stubs, summaries, or any other documents detailing payments for bodily

1 injury claims arising from automobile liability insurance policies issued or underwritten
2 by ATX Premier Insurance Company that You made for the benefit of ATX Premier
3 Insurance Company before Windhaven National Insurance Company purchased and/or
4 acquired ATX Premier Insurance Company from You in April of 2016.

5 17. Any and all documents or communications regarding the retention of counsel
6 to represent Defendant Blas Bon in the matter of *Sanchez v. Bon*, Eighth Judicial
7 District Court Case No. A-15-722815-C, Clark County, Nevada.

8 18. Any and all documents or communications, including but not limited to, claim
9 notes, claim diaries, claim logs, adjuster notes, adjuster diaries, log notes, letters,
10 internal e-mails, external e-mails, memoranda, audio recordings, video recordings, or
11 any other claims file documents regarding Claim No. DMA-0147074.

12 DATED this 29th day of May, 2020.

13 **PRINCE LAW GROUP**

14 

15 DENNIS M. PRINCE
16 Nevada Bar No. 5092
17 KEVIN T. STRONG
18 Nevada Bar No. 12107
19 10801 West Charleston Boulevard
20 Suite 560
21 Las Vegas, Nevada 89135
22 Attorneys for Plaintiff
23 *Diane Sanchez*
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to LR 5-1 and FRCP 5(b), I hereby certify that I am an employee of
3 **PRINCE LAW GROUP** and that on the 29th day of May, 2020, I electronically filed
4 the foregoing document entitled **SUBPOENA DUCES TECUM** via e-mail and First-
5 Class United States Mail to the following:

6 Robert E. Schumacher
7 Wing Yan Wong
8 **GORDON REES SCULLY MANSUKHANI, LLP**
9 300 South 4th Street, Suite 1550
10 Las Vegas, Nevada 89101
11 Tel: (702) 577-9300
12 Fax: (702) 255-2858
13 Attorneys for Defendant
14 *DMA Claims Management, Inc.*
15 *erroneously sued as DMA Claims, Inc.*

11 John H. Podesta
12 Christopher Phipps
13 **WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP**
14 6689 Las Vegas, Boulevard, South, Suite 200
15 Las Vegas, Nevada 89119
16 Tel: (702) 727-1400
17 Fax: (702) 727-1401
18 Attorneys for Defendant
19 Windhaven National Insurance Company
20 f/k/a ATX Premier Insurance

17 Pursuant to LR 5-1 and FRCP 5(b), I hereby certify that I also served the foregoing
18 documents via First-Class United States Mail to the following:

19 Blas Bon
20 3900 Cambridge Street, Suite 106
21 Las Vegas, Nevada 89119
22 Defendant

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

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

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

11 DIANE SANCHEZ,
12 Plaintiff,

CASE NO.: 2:19-cv-02196-RFB-VCF

13 vs.

14 WINDHAVEN NATIONAL INSURANCE
15 COMPANY, a domestic corporation;
16 WINDHAVEN NATIONAL INSURANCE
COMPANY fka ATX PREMIER
17 INSURANCE, a domestic corporation; DMA
CLAIMS, INC., a foreign corporation; BLAS
18 BON, an individual; DOES I-X and ROE
19 CORPORATIONS I-X, inclusive,
20 Defendants.

SUBPOENA DUCES TECUM

Date: June 29, 2020
Time: 10:00 a.m.

21 **THE STATE OF NEVADA SENDS GREETINGS TO:**

22 Custodian of Records
23 NBIS CONSTRUCTION & TRANSPORT INSURANCE SERVICES, INC.
24 701 S. Carson Street, Suite 200
Carson City, Nevada 89701

25 YOU ARE COMMANDED that all and singular business and excuses set aside,
26 on the **29th day of June, 2020, At the hour of 10:00 a.m.**, to produce a complete
27 electronic and legible copy of the items listed in **Exhibit "1,"** attached hereto, to
28 PRINCE LAW GROUP, 10801 W. Charleston Boulevard, Suite 560, Las Vegas, Nevada



10801 W. Charleston Blvd
Suite 560
Las Vegas, NV 89135

RPI.APP.000526

1 89135, along with the attached Affidavit of Custodian of Records. At the time and
2 place denoted, the deponent shall possess the original documents,
3 information, devices, and evidence listed in Exhibit "1."

4 In lieu of appearance, the deponent may produce copies of documents
5 responsive to the requested information in this Subpoena Duces Tecum,
6 accompanied by an original custodian of records affidavit that is notarized
7 and certifies that the produced documents are a true and complete
8 reproduction of those documents on or before the 22nd day of June, 2020, to
9 PRINCE LAW GROUP, 10801 W. Charleston Boulevard, Suite 560, Las Vegas,
Nevada 89135 and/or by electronic mail to eservice@thedplg.com.

10 If you fail to attend or produce documents, you may be deemed guilty of contempt
11 of Court and liable to pay all losses and damages caused by your failure to appear.
12 Please see **Exhibit "A"** attached hereto for information regarding the rights and
13 obligations of the person subject to this Subpoena under Rule 45 of the Federal Rules of
14 Civil Procedure.

15 DEFINITIONS

16 The definitions listed below apply to this Subpoena Duces Tecum and are
17 expressly incorporated therein.

18 1. "Communication" means the transmittal of information, including but not
19 limited to, facts, ideas, inquiries, or otherwise, in any form or medium, including but not
20 limited to, orally or in writing via letter, e-mail, text message, posting to a blog or web
21 site, and/or attachments to an e-mail.

22 2. "Document" means all written, electronic, digital, or graphic material of
23 every kind or description, however produced or reproduced, whether in draft, final,
24 original, or reproduction, signed or unsigned and, regardless of whether approved, sent,
25 received, redrafted, or executed, including but not limited to, written communications;
26 letters; correspondence; electronic mail ("e-mail"); memorandum; notes; records;
27 business records; photographs; audio tape or sound recordings; video or visual
28 recordings; contracts; agreements; telephone records, facsimile records, logs, and/or
notations of telephone conversations or personal conversations; diaries; desk calendars;

1 statements; summaries; affidavits; declarations; witnesses statements; reports;
2 computer records; data compilations of any kind and in any form; and material similar
3 to any of the foregoing, however denominated and to whomever addressed. "Documents"
4 do not include exact duplicates where originals are available, but include all copies
5 different from their originals in any way by virtue of any writings, notations, symbols,
6 characters, impressions, or any other marks thereon in any form.

7 3. "Regarding" means relating to, referring to, describing, evidencing,
8 addressing, or constituting.

9 4. "Parties" or the use of a party's full name or abbreviated name or a pronoun
10 referring to a party means the party and, where applicable, its officers, directors,
11 employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not
12 intended to impose a discovery obligation on any person who is not a party to this
litigation.

13 5. "You" and "Your" includes NBIS Construction & Transport Insurance
14 Services, Inc., CTIS, its affiliates, and all agents, servants, employees, representatives,
15 and any other persons who are under the control of you and are in possession, custody,
16 or control of any documents within the scope of this Subpoena Duces Tecum.

17 **EXHIBIT "1"**

18 **You are specifically requested and instructed to preserve and not alter,**
19 **destroy, eliminate, or remove any items requested in this Subpoena Duces**
20 **Tecum or that exist pertaining to this case or Plaintiff Diane Sanchez.**

21 **Unless otherwise specified, all documents or digital information**
22 **responsive to Exhibit "1" shall be produced on portable digital storage media**
23 **(with a standard USB interface) in their native application format. "Native**
24 **application format" means the format in which the documents or digital**
25 **information are normally created, modified, stored, and/or viewed in your**
normal course of business.

26 **All responsive digital files, including those documents or digital**
27 **information created with productivity applications (e.g. Microsoft Word™,**
28 **Microsoft Excel™, Microsoft PowerPoint™, Microsoft Outlook™, etc.) shall be**

1 produced with all review comments, revision notes, annotations, marginalia,
2 versions, drafts, and associated meta-data intact and undisturbed (except for
3 those meta-data changes that may occur due solely to duplication and loading
4 onto the portable storage media).

5 **ITEMS TO BE PRODUCED**

6 YOU ARE REQUIRED TO BRING WITH YOU AT THE TIME OF YOUR
7 APPEARANCE all items set forth below.

8 1. Any and all documents including but not limited to, contracts, agreements,
9 purchase agreements, asset sales agreements, policy sales agreements, stock purchase
10 agreements, or any other type of sales agreement regarding Windhaven National
11 Insurance Company's purchase and/or acquisition of ATX Premier Insurance Company
12 from NationsBuilders Insurance Services, Inc.

13 2. Any and all documents, including but not limited to, claims handling
14 agreements, pre-close policy claims handling agreements, post-close policy claims
15 handling agreements, or any other type of agreements regarding the sale of automobile
16 liability insurance policies issued or underwritten by ATX Premier Insurance Company
17 to Windhaven National Insurance Company when Windhaven National Insurance
18 Company purchased and/or acquired ATX Premier Insurance Company from
19 NationsBuilders Insurance Services, Inc.

20 3. Any and all documents, including but not limited to, claims handling
21 agreements, pre-close policy claims handling agreements, post-close policy claims
22 handling agreements, or any other type of agreements regarding Your retention,
23 assumption, reservation, or control of automobile liability insurance policies issued or
24 underwritten by ATX Premier Insurance Company that were not included or made part
25 of Windhaven National Insurance Company's purchase and/or acquisition of ATX
26 Premier Insurance Company from NationsBuilders Insurance Services, Inc.

27 4. Any and all documents or communications regarding any transaction,
28 negotiation, arrangement, deal, agreement, contract, or bargain between You and
Windhaven National Insurance Company regarding the investigation, evaluation, or
handling of bodily injury, property damage, and/or any other claims arising from

1 automobile liability insurance policies issued or underwritten by ATX Premier
2 Insurance Company.

3 5. Any and all documents or communications regarding the nature and extent of
4 the business relationship between You and ATX Premier Insurance Company before
5 Windhaven National Insurance Company purchased and/or acquired ATX Premier
6 Insurance Company from NationsBuilders Insurance Services, Inc.

7 6. Any and all documents or communications regarding the duties, obligations,
8 responsibilities, tasks, or any other functions You reserved as the parent company,
9 subsidiary, or affiliate of ATX Premier Insurance Company before and after Windhaven
10 National Insurance Company purchased and/or acquired ATX Premier Insurance
11 Company from NationsBuilders Insurance Services, Inc.

12 7. Any and all documents or communications regarding the ongoing treatment of
13 business that was produced by ATX Premier Insurance Company before Windhaven
14 National Insurance Company purchased and/or acquired ATX Premier Insurance
15 Company from NationsBuilders Insurance Services, Inc.

16 8. Any and all documents or communications regarding the Claims Handling
17 Agreement entered on March 22, 2013 between ATX Premier Insurance Company; NBIS
18 Construction & Transport Insurance Services, Inc.; AutoTex MGA, Inc.; and Safe Auto
19 Insurance Company, including but not limited to, the Claims Handling Agreement
20 entered on March 22, 2013.

21 9. Any and all documents or communications regarding the Amended and
22 Restated Claims Handling Agreement amended on April 1, 2015 between ATX Premier
23 Insurance Company; NBIS Construction & Transport Insurance Services, Inc.; AutoTex
24 MGA, Inc.; and Safe Auto Insurance Company, including but not limited to, the
25 Amended and Restated Claims Handling Agreement amended on April 1, 2015.

26 10. Any and all documents or communications regarding Your financial
27 responsibility, obligation, duty, authority, or power to pay bodily injury claims, property
28 damage claims, and/or any other claims arising from automobile liability insurance
policies issued or underwritten by ATX Premier Insurance Company.

1 11. Any and all documents or communications regarding the nature and extent of
2 the relationship between You and NationsBuilders Insurance Services, Inc. ("NBIS")
3 related to or arising from any automobile liability insurance policies issued or
4 underwritten by ATX Premier Insurance Company.

5 12. Any and all documents, including but not limited to contracts, agreements,
6 arrangements, compacts, or covenants outlining the duties, responsibilities, and
7 obligations of You and DMA Claims Management, Inc. related to or arising from any
8 automobile liability insurance policies issued or underwritten by ATX Premier
Insurance Company.

9 13. Any and all documents or communications regarding the nature and extent of
10 the relationship between You and DMA Claims Management, Inc. related to or arising
11 from any automobile liability insurance policies issued or underwritten by ATX Premier
12 Insurance Company.

13 14. Any and all documents or communications outlining the policies, procedures,
14 guidelines, practices, directives, or instructions regarding claims investigation,
15 evaluation, handling, or any other claims services conducted by You on all bodily injury
16 claims, property damage claims, or any other claims arising from policies issued or
17 underwritten by ATX Premier Insurance Company.

18 15. Any and all documents or communications outlining the policies, procedures,
19 guidelines, practices, directives, or instructions regarding Your oversight of claims
20 investigation, evaluation, handling, or any other claims services conducted by DMA
21 Claims Management, Inc. for all bodily injury claims, property damage claims, or any
22 other claims arising from policies issued or underwritten by ATX Premier Insurance
Company.

23 16. Any and all documents, including but not limited to, checks, drafts, payment
24 slips, payment stubs, summaries, or any other documents detailing payments for bodily
25 injury claims arising from automobile liability insurance policies issued or underwritten
26 by ATX Premier Insurance Company that You made for the benefit of ATX Premier
27 Insurance Company before Windhaven National Insurance Company purchased and/or
28 acquired ATX Premier Insurance Company from You in April of 2016.

1 17. Any and all documents or communications regarding the retention of counsel
2 to represent Defendant Blas Bon in the matter of *Sanchez v. Bon*, Eighth Judicial
3 District Court Case No. A-15-722815-C, Clark County, Nevada.

4 18. Any and all documents or communications, including but not limited to, claim
5 notes, claim diaries, claim logs, adjuster notes, adjuster diaries, log notes, letters,
6 internal e-mails, external e-mails, memoranda, audio recordings, video recordings, or
7 any other claims file documents regarding Claim No. DMA-0147074.

8 DATED this 29th day of May, 2020.

9 **PRINCE LAW GROUP**

10 

11 DENNIS M. PRINCE
12 Nevada Bar No. 5092
13 KEVIN T. STRONG
14 Nevada Bar No. 12107
15 10801 West Charleston Boulevard
16 Suite 560
17 Las Vegas, Nevada 89135
18 Attorneys for Plaintiff
19 *Diane Sanchez*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to LR 5-1 and FRCP 5(b), I hereby certify that I am an employee of
3 **PRINCE LAW GROUP** and that on the 29th day of May, 2020, I electronically filed
4 the foregoing document entitled **SUBPOENA DUCES TECUM** via e-mail and First-
5 Class United States Mail to the following:

6 Robert E. Schumacher
7 Wing Yan Wong
8 **GORDON REES SCULLY MANSUKHANI, LLP**
9 300 South 4th Street, Suite 1550
10 Las Vegas, Nevada 89101
11 Tel: (702) 577-9300
12 Fax: (702) 255-2858
13 Attorneys for Defendant
14 *DMA Claims Management, Inc.*
15 *erroneously sued as DMA Claims, Inc.*

11 John H. Podesta
12 Christopher Phipps
13 **WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER, LLP**
14 6689 Las Vegas, Boulevard, South, Suite 200
15 Las Vegas, Nevada 89119
16 Tel: (702) 727-1400
17 Fax: (702) 727-1401
18 Attorneys for Defendant
19 Windhaven National Insurance Company
20 f/k/a ATX Premier Insurance

17 Pursuant to LR 5-1 and FRCP 5(b), I hereby certify that I also served the foregoing
18 documents via First-Class United States Mail to the following:

19 Blas Bon
20 3900 Cambridge Street, Suite 106
21 Las Vegas, Nevada 89119
22 Defendant

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

June 10, 2020

John Podesta
415.625.9258 (direct)
650.400.0077 (mobile)
John.Podesta@wilsonelser.com

By Email: dprince@thedplg.com

Mr. Dennis Prince
Mr. Kevin Strong
Prince Law Group
10801 West Charleston Blvd., Ste 560
Las Vegas, NV 89135

Re: Sanchez v Windhaven National Ins Co
USDC No. 2:19-cv-02196-RFB-VCF
Cause No. D-1-GN-20-001052 (Travis County, Texas)
File No: 17483.00045

Dear Messrs Prince and Strong:

We are writing to object to your subpoena of documents directed to NBIS Construction and Transport Insurance Services, Inc. and to NationsBuilders Insurance Services, Inc. (Collectively “NBIS”) and request that they be formally withdrawn, or agree to hold them in abeyance until either relief from the Texas injunction is granted, or the court rules on your motion for leave to file a second amended complaint, which should provide some guidance as to her view of the injunction.

Recent filing from your office make clear that the purpose of these subpoenas is to obtain documents relative to an assertion that NBIS bears responsibility to Windhaven for the consequences of the default judgment entered against Blas Bon. We have responded to your Opposition to the motion to stay, and to your motion for leave to file a second amended complaint, demonstrating that your attempts to pursue Windhaven National Insurance Company, ATX Premier Insurance Company, DMA Claims and NBIS without leave from the Texas liquidator, are directly in violation of the Order and injunction entered by the Texas court on March 5, 2020.

The purpose of liquidation proceedings is to marshal the assets and the liabilities of the insurance company. The issuer of an insurance policy, here ATX Premier now known as Windhaven National, remains responsible for expressed and implied contractual covenants in the insurance policy. Contracts between Windhaven National and third parties relating to financial matters arising out of the payment of claims are most certainly contracts with, and assets of, the Windhaven National estate.

Messrs Dennis Prince and Kevin Strong
Re: Sanchez v Windhaven National
June 10, 2020
Page - 2 -

Indeed, the premise of your argument is there are parties that are responsible *to Windhaven* for the financial consequences, and so Plaintiff should be able to “leap frog” the injunction and seek recovery directly from those parties without leave of the Travis County District Court. This proposition is directly at odds with Tex Ins Code §443.008 states explicitly that a stay of any action applies to “the enforcement against the insurer ***or against property of the insurer*** of any judgment obtained before commencement” of the liquidation proceedings. Sanchez’ judgment was obtained prior to the March 5, 2020 commencement of liquidation proceedings. Neither discovery nor enforcement of a claim against a Windhaven National policy can be done without involving Windhaven National as a party to those contracts. Absent permission to proceed against the assets or property of Windhaven, your actions are in direct violation of the injunction, Texas and Nevada law.

We have also previously pointed out that there is a court with jurisdiction to rule on those arguments – and that court is not the Federal Court in Las Vegas, but the Travis County District Court in Texas. That court is charged to hear motions for relief from the Stay under the Texas Insurance Code. We ask that you copy us on any such submissions.

Your subpoena seeks production of documents by June 29th. Please confirm your agreement to withdraw the subpoena or, at a minimum, that you will hold enforcement in abeyance until the Court rules on your motion for leave to file a second amended complaint, assuming there will be some clarity on the ability to proceed against NBIS in that ruling. We request confirmation of this by June 17th. Otherwise, your refusal to follow the terms of the injunction will force us to file an appropriate motion for protective order which will stay any obligation to respond.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP


John H. Podesta

EXHIBIT 25

1 **DECLARATION OF KEVIN T. STRONG IN SUPPORT OF PLAINTIFF DIANE**
2 **SANCHEZ'S OPPOSITION TO NON-DEFENDANT WINDHAVEN NATIONAL**
3 **INSURANCE COMPANY'S MOTION TO STAY PENDING: LIFTING OF THE**
4 **TEXAS INJUNCTION**

4 STATE OF NEVADA)
5) ss.:
6 COUNTY OF CLARK)

7 I, Kevin T. Strong, declare under penalty of perjury under the laws of the State of
8 Nevada:

9 1. I am an attorney duly licensed to practice law in the State of Nevada and
10 an associate attorney at PRINCE LAW GROUP, counsel for Plaintiff Diane Sanchez
11 ("Sanchez") in this matter.

12 2. This Declaration is made in support of Plaintiff Diane Sanchez's Opposition
13 to Non-Defendant Windhaven National Insurance Company's Motion to Stay Pending:
14 Lifting of the Texas Injunction.

15 3. This is a breach of contract, insurance bad faith, and judgment enforcement
16 action arising from a default judgment entered against Defendant Blas Bon on July 19,
17 2019. The default judgment was entered against Bon in the matter styled as *Sanchez*
18 *v. Bon*, Case No. A-15-722815-C ("the personal injury action").

19 4. On January 17, 2020, "Bon" filed his Motion to Set Aside Default
20 Judgment. On April 29, 2020, I learned from attorney William Volk that CTIS hired
21 him to file that motion. *See Exhibit "12."*

22 5. Upon information and belief, after the district court's denial of the motion
23 to set aside the default judgment, NBIS and/or CTIS hired appellate counsel to file a
24 motion for rehearing and to alter or amend the judgment and order denying Rule 60(b)
25 relief and a notice of appeal on "Bon's behalf." The motion for rehearing was filed on
26 October 19, 2020. The notice of appeal was filed on October 20, 2020. *See Exhibit "14."*

27 . . .
28



6. Pursuant to NRAP 16, Attorney Dennis M. Prince and I attended a settlement conference in the personal injury action on behalf of Plaintiff Diane Sanchez on June 14, 2021. Representaives on behalf of NBIS and/or CTIS were also in attendance at the NRAP 16 settlement conference.

7. During the NRAP 16 settlement conference, representatives from NBIS and/or CTIS offered monies on behalf of “Bon” that substantially exceeded the minimum \$15,000.00 policy limits available under the relevant ATX insurance policy that covered Bon at the time of the subject April 28, 2015 motor vehicle collision.

8. No representative from Windhaven National Insurance Company attended the NRAP 16 settlement conference. No representative on behalf of the Texas Liquidator overseeing the liquidation proceedings against Windhaven National Insurance Company attended the NRAP 16 settlement conference. The Nevada Insurance Guaranty Association representative who was in attendance did not extend any settlement offers at the NRAP 16 settlement conference.

9. In the event I am called as a witness, I will testify to all facts set forth in this Declaration based on my personal knowledge, information, and belief.

DATED this 3rd day of September, 2021.

/s/ Kevin T. Strong
KEVIN T. STRONG

EXHIBIT 26

1 **DECLARATION OF DENNIS M. PRINCE IN SUPPORT OF PLAINTIFF**
2 **DIANE SANCHEZ'S OPPOSITION TO NON-DEFENDANT WINDHAVEN**
3 **NATIONAL INSURANCE COMPANY'S MOTION TO STAY PENDING:**
4 **LIFTING OF THE TEXAS INJUNCTION**

5 I, Dennis M. Prince, declare under penalty of perjury under the laws of the State
6 of Nevada:

7 1. I am an attorney duly licensed to practice law in the State of Nevada and
8 the Managing Partner of PRINCE LAW GROUP, counsel for Plaintiff Diane Sanchez
9 ("Sanchez") in this matter.

10 2. This declaration is made in support of Plaintiff's Opposition to Non-
11 Defendant Windhaven National Insurance Company's ("Windhaven") Motion to Stay
12 Pending: Lifting of the Texas Injunction.

13 3. Additional discovery that will further show Defendant ATX Premier
14 Insurance Company ("ATX") is separate and distinct from Windhaven regarding
15 insurance policies ATX underwrote the sale to Windhaven in March of 2016 includes,
16 but is not limited to:

17 a. Depositions of the relevant officers, directors, or any other employees
18 from Windhaven; Defendant NationsBuilders Insurance Services, Inc.
19 ("NBIS"), the former parent company of ATX; and NBIS Construction &
20 Transport Insurance Services, Inc. ("CTIS") regarding the terms and
21 conditions of the sale of ATX to Windhaven in March of 2016 and their
22 treatment of any automobile liability insurance policies underwritten by
23 ATX in 2014 or 2015 as part of Windhaven's acquisition of ATX.

24 b. Depositions of Persons Most Knowledgeable from NBIS and CTIS
25 regarding the scope of their obligations arising from the express terms and
26 implied covenant of good faith and fair dealing of any liability insurance
27 policies underwritten by ATX in 2014 or 2015, their financial responsibility
28 for any claims arising from liability insurance policies underwritten by
 ATX in 2014 or 2015, and the nature of the claims investigation,
 evaluation, or handling services they provided in relation to liability
 insurance policies underwritten by ATX in 2014 and 2015.



1 c. Depositions of Persons Most Knowledgeable from Defendant DMA
2 Claims Management, Inc. (“DMA”) regarding any contracts or agreements
3 addressing its investigation, evaluation, or handling of any claims arising
4 from insurance policies underwritten by ATX before the sale of ATX to
5 Windhaven.

6 d. Depositions of Persons Most Knowledgeable from DMA regarding any
7 contracts or agreements regarding its investigation, evaluation, or
8 handling of any claims arising from pre-sale insurance policies
9 underwritten by ATX after Windhaven acquired ATX.

10 e. Depositions of Persons Most Knowledgeable from DMA regarding any
11 policies, procedures, guidelines, practices, directives, or instructions in its
12 investigation, evaluation, or handling of any insurance policies
13 underwritten by ATX and for the benefit of ATX, NBIS, and/or CTIS before
14 the sale of ATX to Windhaven.

15 f. Depositions of Persons Most Knowledgeable from DMA regarding any
16 policies, procedures, guidelines, practices, directives, or instructions in its
17 investigation, evaluation, or handling of any pre-sale insurance policies
18 underwritten by ATX and for the benefit of ATX, NBIS, and/or CTIS after
19 Windhaven acquired ATX.

20 g. Requests for production of all documents including, but not limited to,
21 contracts, agreements, purchase agreements, asset sales agreements,
22 policy sales agreements, stock purchase agreements, or any other type of
23 sales agreement regarding Windhaven’s purchase and/or acquisition of
24 ATX from NBIS.

25 h. Requests for production of all documents including, but not limited to,
26 claims handling agreements, pre-close policy claims handling agreements,
27 post-close policy claims handling agreements, or any other type of
28 agreements regarding the sale of automobile liability insurance policies



1 issued or underwritten by ATX to Windhaven when Windhaven purchased
2 and/or acquired ATX from NBIS.

3 i. Requests for production of all claims handling agreements, pre-close
4 policy claims handling agreements, post-close policy claims handling
5 agreements, or any other type of agreements regarding NBIS's retention,
6 assumption, reservation, or control of automobile liability insurance
7 policies issued or underwritten by ATX that were not included or made part
8 of Windhaven's purchase and/or acquisition of ATX from NBIS.

9 j. Requests for production of all documents or communications regarding
10 any transaction, negotiation, arrangement, deal, agreement, contract, or
11 bargain between NBIS and/or CTIS and Windhaven regarding the
12 investigation, evaluation, or handling of bodily injury, property damage,
13 and/or any other claims arising from automobile liability insurance policies
14 issued or underwritten by ATX.

15 k. Requests for production of all documents or communications regarding
16 the nature and extent of the business relationship between NBIS and/or
17 CTIS and ATX before Windhaven purchased and/or acquired ATX
18 Company from NBIS.

19 l. Requests for production of all documents or communications regarding
20 the nature and extent of the business relationship between NBIS and/or
21 CTIS and DMA before Windhaven purchased and/or acquired ATX
22 Company from NBIS.

23 m. Requests for production of all documents or communications regarding
24 the duties, obligations, responsibilities, tasks, or any other functions NBIS
25 reserved as the parent company, subsidiary, or affiliate of ATX before and
26 after Windhaven purchased and/or acquired ATX from NBIS.

27 n. Requests for production of all documents or communications regarding
28 the ongoing treatment of business that was produced by ATX before
Windhaven purchased and/or acquired ATX from NBIS.

1 o. Requests for production of all documents or communications regarding
2 NBIS and/or CTIS's financial responsibility, obligation, duty, authority, or
3 power to pay bodily injury claims, property damage claims, and/or any
4 other claims arising from automobile liability insurance policies issued or
5 underwritten by ATX.

6 p. Requests for production of all documents or communications regarding
7 the nature and extent of the relationship between NBIS and CTIS related
8 to or arising from any automobile liability insurance policies issued or
9 underwritten by ATX.

10 q. Requests for production of all documents including, but not limited to,
11 contracts, agreements, arrangements, compacts, or covenants outlining the
12 duties, responsibilities, and obligations of NBIS and/or CTIS and DMA
13 related to or arising from any automobile liability insurance policies issued
14 or underwritten by ATX.

15 r. Requests for production of all documents or communications regarding
16 the Claims Administration Agreement between DMA and CTIS that was
17 entered on April 1, 2015.

18 s. Requests for production of all documents or communications regarding
19 the nature and extent of the relationship between NBIS and/or CTIS and
20 DMA related to or arising from any automobile liability insurance policies
21 issued or underwritten by ATX.

22 t. Requests for production of all documents or communications outlining
23 the policies, procedures, guidelines, practices, directives, or instructions
24 regarding claims investigation, evaluation, handling, or any other claims
25 services conducted by NBIS and/or CTIS on all bodily injury claims,
26 property damage claims, or any other claims arising from policies issued or
27 underwritten by ATX.

28 u. Requests for production of all documents or communications outlining
the policies, procedures, guidelines, practices, directives, or instructions

1 regarding NBIS and/or CTIS's oversight of claims investigation,
2 evaluation, handling, or any other claims services conducted by DMA for
3 all bodily injury claims, property damage claims, or any other claims
4 arising from policies issued or underwritten by ATX.

5 v. Requests for production of all documents including, but not limited to,
6 checks, drafts, payment slips, payment stubs, summaries, or any other
7 documents detailing payments for bodily injury claims arising from
8 automobile liability insurance policies issued or underwritten by ATX that
9 NBIS and/or CTIS made for the benefit of ATX before and after Windhaven
10 purchased and/or acquired ATX from NBIS.

11 w. Requests for production of all documents or communications regarding
12 the retention of counsel to represent Defendant Blas Bon in the matter of
13 *Sanchez v. Bon*, Eighth Judicial District Court Case No. A-15-722815-C,
14 Clark County, Nevada.

15 x. Requests for production of all documents or communications, including
16 but not limited to, claim notes, claim diaries, claim logs, adjuster notes,
17 adjuster diaries, log notes, letters, internal e-mails, external e-mails,
18 memoranda, audio recordings, video recordings, or any other claims file
19 documents regarding Claim No. DMA-0147074.

20 4. This Declaration is not intended to be a full and complete list of the
21 discovery that Sanchez intends to conduct and Defendants NBIS, CTIS, ATX, and DMA
22 should not use this Declaration to limit Sanchez's efforts toward gathering additional
23 discovery in the future.

24
25 /s/ Dennis M. Prince
26 DENNIS M. PRINCE

6

1 **AMOR**
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
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10 Tel: (702) 534-7600
11 Fax: (702) 534-7601
12 E-mail: eservice@thedplg.com
13 Attorneys for Plaintiff
14 *Diane Sanchez*

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

17 DIANE SANCHEZ,
18
19 Plaintiff,

20 vs.

21 BLAS BON, individually; JOSEPH
22 ACOSTA, individually; WILFREDO
23 ACOSTA, individually; DOES I-X and
24 ROE CORPORATIONS I-X, inclusive,
25
26 Defendants.

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

AMENDED ORDER GRANTING
PLAINTIFF'S MOTION PURSUANT TO
NRS 21.320 FOR JUDICIAL
ASSIGNMENT OF CLAIMS AND/OR
CAUSES OF ACTION DEFENDANT
BLAS BON HAS AGAINST ATX
PREMIER INSURANCE COMPANY,
ANY OTHER APPLICABLE LIABILITY
INSURER, ANY THIRD-PARTY
CLAIMS ADMINISTRATOR, ANY
THIRD-PARTY ADJUSTER, OR ANY
OTHER INSURANCE ENTITY

27 Plaintiff Diane Sanchez's Motion Pursuant to NRS 21.320 for Judicial
28 Assignment of Claims and/or Causes of Action Defendant Blas Bon has Against ATX
Premier Insurance or any other Applicable Liability Insurer and Plaintiff Diane
Sanchez's Motion for Judicial Assignment of Claims and/or Causes of Action Defendant
Blas Bon has Against any Third-Party Claims Administrator, Third-Party Adjuster, or
any other Insurance Entity Pursuant to NRS 21.320 were brought for hearing in
Department XXV of the Eighth Judicial District Court, before The Honorable Kathleen
E. Delaney, on the 20th day of August, 2019 and the 8th day of September, 2020,
respectively. The Court having reviewed the pleadings and papers on file herein and
being duly advised in the premises:



1 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Plaintiff
2 Diane Sanchez's Motion Pursuant to NRS 21.320 for Judicial Assignment of Claims
3 and/or Causes of Action Defendant Blas Bon has Against ATX Premier Insurance or any
4 other Applicable Liability Insurer and Plaintiff Diane Sanchez's Motion for Judicial
5 Assignment of Claims and/or Causes of Action Defendant Blas Bon has Against any
6 Third-Party Claims Administrator, Third-Party Adjuster, or any other Insurance Entity
7 Pursuant to NRS 21.320 are **GRANTED**.

8 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that all of
9 Defendant Blas Bon's claims or causes of action of any kind whatsoever, arising in
10 contract or tort, including but not limited to, claims for breach of contract, breach of the
11 duty of good faith and fair dealing, breach of the duty to settle, breach of the duty to
12 make reasonable settlement decisions, breach of the contractual duty to defend, and any
13 other tort claims or claims for breach of fiduciary duties against ATX Premier Insurance
14 Company, DMA Claims Management, Inc., DMA Claims, Inc., or any other liability
15 insurance company, third-party claims administrator, third-party claims adjuster, or
16 other applicable insurer, administrator, or entity, are judicially assigned to Plaintiff
17 Diane Sanchez to collect upon the judgment in the amount of \$15,212,655.73, plus any
post-judgment interest, that this Court entered on July 19, 2019.

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this Order
19 shall be broadly construed to ensure that any and all of Defendant Blas Bon's claims
20 and/or causes of action against any liability insurance company, third-party claims
21 administrator, third-party claims adjuster, or any other applicable insurer,
22 administrator, or entity are judicially assigned to Plaintiff Diane Sanchez.

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25 ...

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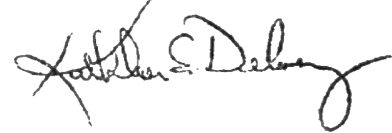
28 ...

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Order clarifies the previous Order entered by this Court on August 20, 2019. This Order accurately reflects that this Court's intention has always been to judicially assign all of Defendant Blas Bon's claims and/or causes of action outlined above to Plaintiff Diane Sanchez.

IT IS SO ORDERED.

DATED this ____ day of August, 2021.

Dated this 16th day of September, 2021



DATED this 13th day of January, 2021.

15A CC6 E8A0 1FB0
Kathleen E. Delaney
District Court Judge
DATE 15th day of January, 2021.

Respectfully Submitted By:

Approved as to Form and Content:

PRINCE LAW GROUP

HOLLEY DRIGGS

/s/ Kevin T. Strong
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Attorney for Defendant
Blas Bon

1 **CSERV**

2
3 DISTRICT COURT
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 Amended Order was served via the court's electronic eFile system to
13 all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/16/2021

15 William Volk

wvolk@klnevada.com

16 Joanne Hybarger

jhybarger@klnevada.com

17 Lennie Fraga

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18 Dana Marcolongo .

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19 Jenny Marimberga .

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20 Lauren Pellino .

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21 Lindsay Reid .

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24 eFiling District

nvdistrict@klnevada.com

25 E Service

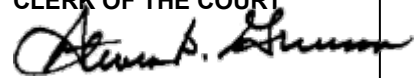
eservice@egletlaw.com

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Diane Sanchez

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

DIANE SANCHEZ,
Plaintiff,

vs.

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

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

**PLAINTIFF DIANE SANCHEZ'S
MOTION FOR RELIEF FROM
ORDER DENYING
DEFENDANT BLAS BON'S
MOTION FOR REHEARING
AND TO ALTER OR AMEND
THE JUDGMENT AND ORDER
DENYING RULE 60(b) RELIEF
AND TO ALTER OR AMEND
THAT ORDER PURSUANT TO
NRCPC 60(b)(3)**

Hearing Requested

Plaintiff DIANE SANCHEZ, by and through her attorneys of record, Dennis M. Prince and Kevin T. Strong of PRINCE LAW GROUP, hereby submits her *Motion for Relief from Order Denying Defendant Blas Bon's Motion for Rehearing and to Alter or Amend the Judgment and Order Denying Rule 60(b) Relief and to Alter or Amend that Order Pursuant to NRCPC 60(b)(3).*

...

...

...

...



1 This Motion is based on the pleadings and papers on file in this action, the
2 Memorandum of Points and Authorities set forth herein, the exhibits attached hereto,
3 and any argument this Court wishes to entertain at the hearing of this matter.

4 DATED this 11th day of January, 2022.

5 Respectfully Submitted,

6 **PRINCE LAW GROUP**

7
8
9 /s/ Kevin T. Strong
10 DENNIS M. PRINCE
11 Nevada Bar No. 5092
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16 Las Vegas, Nevada 89135
17 Tel: (702) 534-7600
18 Fax: (702) 534-7601
19 Attorneys for Plaintiff
20 *Diane Sanchez*

21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 **I.**

23 **INTRODUCTION**

24 On July 19, 2019, this Court entered a \$15,212,655.73 default judgment against
25 Defendant Blas Bon ("Bon"). This financially ruinous default judgment was entered
26 against Bon because his automobile liability insurer, ATX Premier Insurance Company
27 ("ATX"), and those who managed and controlled ATX, NationsBuilders Insurance
28 Services, Inc. ("NBIS") and NBIS Construction & Transport Insurance Services, Inc.
("CTIS"), completely abandoned Bon and violated all duties owed to him. After Plaintiff
Diane Sanchez ("Sanchez") obtained Bon's rights to sue ATX and those other insurance
entities responsible for her damages through judicial assignment, she filed her
insurance bad faith and judgment enforcement action on November 13, 2019. Shortly
thereafter, "Bon" miraculously appeared in this action to set aside the default judgment.
The timing of "Bon's" appearance is no coincidence given that NBIS and/or CTIS now

1 face exposure for the entirety of the default judgment and other damages arising from
2 Sanchez's claims alleged in the insurance bad faith/judgment enforcement action.¹
3 There is no mistaking that all of the actions taken in "Bon's name" have been
4 orchestrated by NBIS and CTIS to avoid an adverse financial outcome that is nothing
5 short of inevitable.

6 NBIS and CTIS hired multiple attorneys to safeguard their financial interests by
7 falsely claiming Sanchez failed to effectuate proper service of the summons and personal
8 injury complaint on Bon. As early as January 20, 2016, ATX, NBIS, CTIS, and DMA
9 were undisputedly aware that Sanchez served Bon through the Nevada Department of
10 Motor Vehicles pursuant to NRS 14.070. See Jan. 20, 2016 letter from Sanchez, attached
11 as **Exhibit 1**. Yet, NBIS and CTIS waited until their financial interests were implicated
12 to challenge the validity of service of process even though nothing precluded them from
13 making that challenge in 2016. In doing so, however, NBIS and CTIS made material
14 misrepresentations to this Court that Bon had no knowledge of Sanchez's underlying
15 personal injury complaint **before** both the default and default judgment were entered
16 against him. Sanchez has obtained documents in her insurance bad faith/judgment
17 enforcement action confirming a CTIS employee explained Sanchez's personal injury
18 lawsuit to Bon. The documents reveal that CTIS employee offered to help Bon avoid
19 service of Sanchez's personal injury lawsuit even though Bon was already served
20 through the DMV, a fact that NBIS and CTIS already knew. NBIS and CTIS knew that
21 DMA sent a letter dated June 4, 2015 to Bon at the same address where Sanchez
22 attempted to effectuate personal service. None of these facts were ever revealed to this
23 Court as part of NBIS and CTIS's efforts to set aside the default judgment even though
24 they are directly relevant to their futile legal efforts to challenge service.

25 NBIS and CTIS's material misrepresentations regarding Bon's knowledge of the
26 lawsuit directly undermine their claim that Sanchez failed to exercise reasonable

27 ¹ The third-party claims administrator, DMA Claims Management, Inc. ("DMA"),
28 retained by CTIS to administer third-party bodily injury claims arising from ATX
insurance policies, including Sanchez's claim, also bears legal responsibility for
Sanchez's alleged damages because of its complete failure to satisfy duties owed to Bon.

1 diligence to effectuate personal service. Accordingly, Sanchez respectfully requests this
2 Court certify its intent to amend its Order Denying Defendant Blas Bon's Motion for
3 Rehearing and to Alter or Amend the Judgment and Order Denying Rule 60(b) Relief
4 to accurately reflect all of the relevant facts pertaining to the alleged service issue.

5 II.

6 LEGAL ARGUMENT

7 Bon's sudden and unexplained involvement in this litigation was driven solely by
8 NBIS and CTIS's collective effort to escape culpability for a financially ruinous default
9 judgment. Of course, this judgment was entered against Bon solely because NBIS and
10 CTIS's affiliated insurance company, ATX, and the third-party administrator CTIS
11 hired, DMA: (1) failed to settle Sanchez's bodily injury claim; and (2) refused to provide
12 Bon with a legal defense against Sanchez's personal injury complaint. Left with no other
13 options, NBIS and CTIS, who are now the real parties in interest, made desperate pleas
14 to set aside the default judgment by advocating for Bon's "due process interests" only to
15 serve their own financial interests. Afterall, NBIS and CTIS, through ATX and DMA,
16 never cared about Bon's interests when he needed a defense against Sanchez's personal
17 injury complaint. As part of their efforts to set aside the default judgment, NBIS and
18 CTIS misrepresented facts to this Court that are central to the service issue that has
19 been ruled upon time and time again. NBIS and CTIS's material misrepresentations
20 have irreparably manipulated the record on appeal to their advantage, which justifies
21 Sanchez's requested relief pursuant to NRCP 60(b)(3).

22 **A. Sanchez is Entitled to Seek Rule 60(b) Relief Even While an Appeal is** 23 **Pending**

24 Although NBIS and CTIS have used Bon to appeal the order that is the subject of
25 this Motion, this Court possesses the authority to hear this NRCP 60(b) motion:

26 In *Huneycutt*, however, this Court adopted a procedure
27 whereby, if a party to an appeal believes a basis exists to
28 alter, vacate, or otherwise modify or change an order or
judgment challenged on appeal after an appeal from that
order or judgment has been perfected in this court, the
party can seek to have the district court certify its intent to
grant the requested relief, and thereafter the party may
move this court to remand the matter to the district court
for the entry of an order granting the requested relief.

1 *Foster v. Dingwall*, 126 Nev. 49, 52 (2010) (citing *Huneycutt v. Huneycutt*, 94 Nev. 79,
2 79-81 (1978)).

3 Under the procedure set forth in *Huneycutt*, this Court “retains a limited
4 jurisdiction” to hear this motion and may certify its intent to grant the relief requested
5 by this motion even while the appeal of the subject order is pending. *Foster*, 126 Nev. at
6 53. NBIS and CTIS’s blatant fabrication of critical facts directly relevant to the service
7 of process issue on appeal supports Sanchez’s request for this Court to certify its intent
8 to modify its Order pursuant to NRCP 60(b)(3).

9 NRCP 60(b)(3) articulates the grounds upon which a party may seek relief from
10 an order and states, in pertinent part:

11 On motion and just terms, the court may relieve a party or
12 its legal representative from a final judgment, order, or
13 proceeding for the following reasons:

14 . . .

15 (3) fraud (whether previously called intrinsic or extrinsic),
16 **misrepresentation**, or **misconduct** by an opposing
17 party.

18 See Nev. R. Civ. P. 60(b)(3) (emphasis added).

19 “NRCP 60(b) is a remedial statute which should be liberally construed”
20 *Heard v. Fisher’s & Cobb Sales & Distribs.*, 88 Nev. 566, 568 (1972). District courts
21 possess broad discretion when ruling on NRCP 60(b) motions. *Kahn v. Orme*, 108 Nev.
22 510, 513 (1992). “The salutary purpose of Rule 60(b) is to redress any injustices that
23 may have resulted because of excusable neglect or the **wrongs of an opposing party**.”
24 *Rodriguez v. Fiesta Palms, LLC*, 134 Nev. 654, 656 (2018) (quoting *Nev. Indus. Dev., Inc.*
25 *v. Benedetti*, 103 Nev. 360, 364 (1987)) (emphasis added).

26 “For a motion to be cognizable under [Rule] 60(b)(3), the opposing party must
27 engage in fraud, misrepresentation or misconduct that is extrinsic or collateral to the
28 matters involved in the action.” *Perez v. Pan-American Berry Growers, LLC*, Case No.
6:12-cv-1474-TC, 2014 U.S. Dist. LEXIS 5602, at *14 (D. Ore. Jan. 15, 2014) (internal

1 quotations omitted).² Rule 60(b)(3) affords relief to redress both “unintentional
2 misconduct or misrepresentations as well as intentional ones.” *Scott v. United States*,
3 81 F. Supp. 3d 1326, 1339 (M.D. Fla. 2015); *see also, In re M/V Peacock*, 809 F.2d 1403,
4 1405 (9th Cir. 1987). “Rule 60(b)(3) does not demand proof of nefarious intent or purpose
5 as a prerequisite to redress. . . . [it] can cover even accidental omissions.” *Hausman v.*
6 *Holland Am. Line-U.S.A.*, Case No. CV13-0937 BJR, 2016 U.S. Dist. LEXIS 787, at *7
7 (W.D. Wash. Jan. 5, 2016) (*quoting Anderson v. Cryovac, Inc.*, 862 F.2d 910, 923 (1st Cir.
8 1988)). “Rule 60(b)(3) requires unfairness, not just inaccuracy, in proceedings.” *Berry*
9 *v. Haw. Express Serv.*, Case No. 03-00385 SOM/LEK, 2006 U.S. Dist. LEXIS 36621, at
10 *7 (D. Haw. June 5, 2006).

11 Relief under Rule 60(b)(3) is “premised on misconduct by the adverse party.”
12 *Bonneau v. Clifton*, 215 F.R.D. 596, 600 (D. Ore. 2003). As detailed below, NBIS/CTIS
13 through Bon, misled this Court regarding Bon’s knowledge of the lawsuit and its role in
14 concealing his whereabouts. These factual misrepresentations must be rectified to
15 ensure the Nevada Supreme Court relies upon a genuine factual record while
16 entertaining the appeal.

17 **B. NBIS and CTIS, Through Bon, Deliberately Misled this Court about Facts**
18 **Central to the Alleged Service Issue**

19 As this Court is now well-aware, Bon was the at-fault driver in a motor vehicle
20 collision on April 28, 2015 that caused Sanchez to suffer significant injuries. At the time
21 of the collision, Bon drove a vehicle covered under an automobile liability insurance
22 policy issued by ATX and owned by the named policyholder, Hipolito Cruz (“Cruz”). *See*
23 ATX policy term, attached as **Exhibit 2**. The ATX insurance policy provided personal
24 automobile liability coverage limits of \$15,000.00 per person and \$30,000.00 per
25 occurrence. *Id.* Bon was a covered insured under the ATX policy because he was a
26 permissive driver of Cruz’s vehicle, a fact that NBIS and CTIS have never disputed.

27 ² The language of NRCP 60(b)(3) is identical to FRCP 60(b)(3). “Federal cases
28 interpreting the Federal Rules of Civil Procedure are strong persuasive authority,
because the Nevada Rules of Civil Procedure are based in large part upon their federal
counterparts.” *Exec. Mgmt. v. Ticor Title Ins. Co.*, 118 Nev, 46, 53 (2002).

1 On June 16, 2015, Sanchez requested, via letter, that ATX pay Bon's minimum
2 \$15,000.00 policy limits to resolve her bodily injury claim. See June 16, 2015 policy
3 limits demand letter, attached as **Exhibit 3**. At the time of Sanchez's bodily injury
4 claim, CTIS contracted DMA to provide claims handling and administration services for
5 third-party bodily injury claims. See Claims Administration Agreement, attached as
6 **Exhibit 4**. Even though Bon was a covered insured, DeLawrence Templeton
7 ("Templeton"), a bodily injury claims representative employed by DMA, improperly
8 denied Sanchez's bodily injury claim. See July 17, 2015 DMA letter, attached as **Exhibit**
9 **5**. Templeton's denial was based on his invalid determination that Bon was not liable
10 for the collision or Sanchez's injuries in direct contravention of Nevada law and the
11 traffic accident report. *Id.* As a result of ATX, NBIS, CTIS, and DMA's failure to make
12 reasonable settlement decisions and failure to fairly investigation and evaluate
13 Sanchez's bodily injury claim, Sanchez filed her complaint for personal injuries.

14 On August 7, 2015, Sanchez sued Bon for personal injuries. On November 2,
15 2015, after exercising reasonable diligence to effectuate personal service of the summons
16 and personal injury complaint on Bon, the Nevada Department of Motor Vehicles
17 ("DMV") acknowledged service of the summons and personal injury complaint on Bon
18 pursuant to NRS 14.070. See November 2, 2015 DMV letter, attached as **Exhibit 6**. On
19 November 9, 2015, Sanchez's attorney mailed, via certified mail, return receipt
20 requested, copies of the summons, personal injury complaint, traffic accident report, and
21 DMV letter confirming proof of service to Bon's last known address. See March 29, 2016
22 Amended Affidavit of Compliance, at Exhibit 2, attached as **Exhibit 7**. On November
23 12, 2015, the package containing such documents was returned to Sanchez's attorney
24 because it was unclaimed. *Id.*³

25 Sanchez also informed ATX, through DMA, that Bon was served with the
26 summons and personal injury complaint. On January 20, 2016, Sanchez's attorney sent
27 a letter, via U.S. mail, to Templeton advising that ATX's insured, Bon, was served with

28 ³ On November 19, 2015, Sanchez filed her Affidavit of Compliance, but inadvertently forgot to notify the Court that the November 9, 2015 package sent to Bon was returned as unclaimed. See November 19, 2015 Affidavit of Compliance, attached as **Exhibit 8**.

1 the summons and personal injury complaint. See **Exhibit 1**. Sanchez's attorney
2 enclosed copies of the personal injury complaint, the November 19, 2015 Affidavit of
3 Compliance, and the November 2, 2015 DMV letter confirming Bon was served with the
4 January 20, 2016 letter to Templeton. *Id.* Sanchez's attorney requested, in no uncertain
5 terms, that Templeton and/or ATX file an answer on behalf of Bon and advised of the
6 consequences for failing to do so:

7 Please file an **Answer to Plaintiff's Complaint as soon**
8 **as possible or I will have no choice but to request for**
9 **the Court to enter a Default against your insured.**

10 *Id.* (emphasis added).

11 Templeton never responded to Sanchez's January 20, 2016 letter. On February
12 16, 2016, Sanchez's attorney mailed a second letter to Templeton advising that Bon still
13 never filed an answer to Sanchez's personal injury complaint. See Feb. 16, 2016 letter
14 from Sanchez, attached as **Exhibit 9**. Sanchez's attorney clarified that if Bon did not
15 file an answer to the personal injury complaint by February 23, 2016, he would "request
16 for the Court to enter a Default against your insured [Bon]." *Id.* Between February 16,
17 2016 and March 31, 2016, ATX, NBIS, CTIS, Templeton, or DMA never: (1) responded
18 to the February 16, 2016 letter, (2) communicated with Sanchez's attorney, or (3) filed
19 an answer to Sanchez's personal injury complaint on behalf of Bon. Unbeknownst to
20 Sanchez's attorney, NBIS and CTIS were directly informed of the personal injury
21 lawsuit on February 16, 2016.

22 All of these facts, collectively, demonstrate Bon was properly served with the
23 summons and personal injury complaint and that ATX, NBIS, CTIS, and DMA knew it.
24 Nevertheless, NBIS and CTIS argued to this Court, as part of their attempt to question
25 the effectiveness of service of the summons and personal injury complaint, that Bon
26 never even knew about the lawsuit. Documents produced by NBIS and CTIS establish
27 this factual assertion was a complete fabrication. Therefore, Sanchez requests this
28 Court to certify its intent to amend its Order to reflect the true facts detailed below.

...

...

1 **1. NBIS and CTIS were well-aware of Sanchez’s personal injury lawsuit**
2 **before the default and default judgment were entered against Bon**

3 On January 17, 2020, NBIS and CTIS used Bon to file their Motion to Set Aside
4 Default Judgment. They hired attorney William Volk (“Mr. Volk”), to file the motion:

5 Kevin:

6 I want to clarify that it was **NBIS Construction and**
7 **Transport Insurance Services, Inc. that retained my**
8 **office.** They are obviously **part of the NBIS family of**
9 **companies.** I should have been more precise about that
10 point.

11 See April 29, 2020 e-mail from Mr. Volk, attached as **Exhibit 10** (emphasis added).

12 Unsurprisingly, NBIS and CTIS hired Volk to use Bon to safeguard their financial
13 interests once the default judgment was entered and Sanchez filed her insurance bad
14 faith lawsuit to enforce the judgment. A central theme of NBIS and CTIS’s futile
15 attempts to request this Court set aside the default judgment was that Bon never knew
16 Sanchez filed a personal injury lawsuit against him. As part of their Motion to Set Aside
17 Default Judgment, NBIS and CTIS, through Volk, declared Bon was unfairly surprised
18 by the default judgment because he had no knowledge of the legal action:

19 There was no intent to delay the proceedings as Bon was
20 **unaware of the proceedings.**

21 See January 17, 2020 Motion to Set Aside, at 10:20-21 (emphasis added).

22 In their Reply, NBIS and CTIS bolstered their claims that entry of the default
23 judgment against Bon was a surprise because Bon never knew Sanchez sued him for
24 personal injuries:

25 Sanchez then boldly proclaims that “[t]here is no question
26 that both Bon and his insurer at the time, ATX,
27 disregarded that Sanchez filed a lawsuit for personal
28 injuries against Bon.” . . . **Obviously, Bon could not**
 disregard a lawsuit of which he had no knowledge.
 As to ATX, even if it had knowledge of the lawsuit
 and the default, which is unclear

 Even assuming *arguendo* that the Court considers the
 Aguilar factors, Bon did not engage in culpable conduct as
 he had no knowledge of the Complaint because
 Sanchez failed to properly serve him and **there is no**
 evidence in the record that Bon was aware of the
 pending lawsuit.

1 *Id.* at 7:14-18; 9:3-6 (emphasis added).

2 NBIS and CTIS, through Volk, knowingly falsified that Bon had no knowledge of
3 Sanchez's personal injury lawsuit to convince this Court to set aside the default
4 judgment. On November 19, 2021, NBIS and CTIS produced documents as part of their
5 disclosure obligations pursuant to NRCP 16.1 in Sanchez's insurance bad
6 faith/judgment enforcement action. *See* NBIS and CTIS Initial Disclosure of Witnesses
7 and Documents pursuant to N.R.C.P. 16.1, Case No. A-19-805351-C, pleading portion
8 only, attached as **Exhibit 11**. As part of their disclosure, NBIS and CTIS produced
9 DMA's electronic claims file notes related to Sanchez's bodily injury claim. *Id.* at p. 6.
10 A portion of the claims file notes are authored by Cindy Blanco ("Blanco"). According to
11 DMA, Blanco was an NBIS/CTIS employee who was involved in the claims handling for
12 Sanchez's bodily injury claim. *See* DMA's First Supplement to Initial Disclosures, Case
13 No. A-19-805351-C, pleading portion only, at 4:1-5, attached as **Exhibit 12**. The claim
14 notes establish Blanco was the pivotal individual involved in the handling of Sanchez's
personal injury lawsuit.

15 On February 16, 2016, Rebecca Perez, a DMA employee, forwarded a copy of
16 Sanchez's personal injury complaint against Bon and former defendant Joseph Acosta's
17 crossclaim against Bon to Blanco. *See* Feb. 16, 2016 claims file note, at Bates no.
18 NBIS_CTIS_000030, 12:23 p.m. timestamp, attached as **Exhibit 13**, submitted, *in*
19 *camera*.⁴ Perez received a copy of Sanchez's personal injury complaint and Acosta's
20 crossclaim from Templeton. *Id.* It bears repeating that Templeton previously received
21 a copy of Sanchez's personal injury complaint attached to her attorney's January 20,
22 2016 letter requesting Templeton and/or ATX file an answer, on Bon's behalf, to
23 Sanchez's personal injury complaint. *See* **Exhibit 1**.

24
25
26 ⁴ NBIS and CTIS designated the claims file notes as "Confidential" and subject to
27 protection pursuant to the Stipulated Amended Protective Order entered in Sanchez's
28 insurance bad faith/judgment enforcement action. While Sanchez and NBIS and CTIS
litigate the merits of that designation, Sanchez submits the claims file notes, *in camera*,
for this Court's review.

1 Perez also forwarded a copy of Sanchez's complaint for personal injuries and
2 Acosta's crossclaim to "Art." See **Exhibit 13**, at NBIS_CTIS_000030. Sanchez
3 reasonably believes "Art" refers to Arthur Kirkner ("Kirkner"), who was employed as the
4 vice president of claims for CTIS in 2016. See deposition transcript excerpts of Kirkner,
5 *Hayes v. ATX Premier Ins. Co., et al.*, Case No. 2:18-cv-01938-GMN-NJK, at 44:4-19,
6 attached as **Exhibit 14**.⁵ Kirkner characterized ATX as a "paper company" with no
7 employees and that any expenses arising from those ATX insurance policies would be
8 "issued off of NBIS check stock." *Id.* at 30:22 – 31:8; 32:6-9. Kirkner described NBIS as
9 a holding company, which is consistent with its status as the parent company of ATX at
10 the time of Sanchez's bodily injury claim. *Id.* at 18:24 – 19:2; see also, Official Order of
11 the Texas Commissioner of Insurance, at p. 2, attached as **Exhibit 15**. Kirkner also
12 explained that CTIS is a "managing general underwriting agency, and provides
13 underwriting services, claims services, and loss control and risk management services .
14 . . ." See **Exhibit 14**, at 23:5-12. Kirker confirmed CTIS "had responsibility for the
15 runoff claims that were associated with . . . the ATX Premier Insurance paper." *Id.* at
16 34:17, 35:9-14; 37:5-9. CTIS retained responsibility for these runoff claims made before
17 NBIS sold its subsidiary, AutoTex MGA, Inc., on April 1, 2015. *Id.* at 37:5-9; see also,
18 Amended and Restated Claims Handling Agreement excerpt, attached as **Exhibit 16**.
19 AutoTex MGA, Inc. was previously involved in the handling of claims arising from ATX
20 insurance policies as a third-party claims administrator. See **Exhibit 14**, at 30:22 –
31:7.

21 Although the nature of the relationship between NBIS, CTIS, and ATX was
22 complex, the claims file notes make clear that NBIS and/or CTIS knew about Sanchez's
23 personal injury complaint. The claims file notes also demonstrate that NBIS and/or
24 CTIS undertook a significant role in the handling of Sanchez's personal injury lawsuit
25 on behalf of Bon, which included direct communications with Bon regarding the lawsuit.

26
27 ⁵ Sanchez previously described the significant parallels between her action against NBIS
28 and CTIS and the *Hayes* action to this Court in her Reply in Support of Motion for
Judicial Assignment, filed on September 1, 2020. Sanchez incorporates those facts as
though fully set forth herein.

1 NBIS and CTIS misrepresented Bon's knowledge of Sanchez's personal injury complaint
2 to mislead this Court into believing Bon was always unaware of this lawsuit as a basis
3 to set aside the default judgment. Dishonest statements of this magnitude warrant
4 amendment of the factual record in this case to ensure all facts germane to the issues
5 on appeal are true and accurate.

6 ***2. NBIS and CTIS misrepresented Bon's knowledge of Sanchez's personal
injury lawsuit against him to this Court***

7 On February 18, 2016, Blanco reviewed Sanchez's personal injury complaint and
8 questioned whether a default was entered against Bon because she incorrectly believed
9 Bon was not yet served with the summons and complaint. *See* Feb. 18, 2016 claims file
10 note, at Bates no. NBIS_CTIS_000031, 10:51 a.m. timestamp, attached as **Exhibit 17**,
11 submitted *in camera*; *see also* **Exhibit 13**. A mere two days earlier, Sanchez's attorney
12 sent a letter to Templeton warning that he would request the Court enter a default
13 against Bon if an answer to Sanchez's personal injury complaint was not filed by
14 February 23, 2016. *See* **Exhibit 9**. On the same date, Blanco spoke with the named
15 insured, Cruz. *See* **Exhibit 17**, at Bates no. NBIS_CTIS_000031, 10:51 a.m. timestamp;
16 *see also* **Exhibit 13**. Cruz stated he did not know about Sanchez's lawsuit and did not
17 know where Bon was located. *Id.* Cruz told Blanco that he would try to look for Bon.
18 *Id.* Blanco advised Cruz that she would hire a lawyer to defend Sanchez's bodily injury
claim. *Id.*

19 On February 19, 2016, Bon called Blanco on the telephone. *Id.* at Feb. 19, 2016
20 claims file note, Bates no. NBIS_CTIS_000031. **Blanco notified Bon that Sanchez**
21 **filed a personal injury lawsuit against him.** *Id.* **She explained the lawsuit to**
22 **Bon.** *Id.* Therefore, Bon knew Sanchez filed a personal injury lawsuit against him and
23 learned about the substance of her allegations against him in the complaint directly
24 from NBIS and/or CTIS. In fact, NBIS and/or CTIS informed Bon about the lawsuit
25 nearly two months before the April 1, 2016 default was entered against him. These facts
26 directly contradict the falsehoods perpetuated by NBIS, CTIS, and their lawyer, Volk,
27 that Bon never knew about Sanchez's personal injury lawsuit. NBIS and CTIS not only
28 fabricated Bon's lack of knowledge about the lawsuit to this Court, but also hid critical

1 information that Sanchez actually served Bon with the summons and personal injury
2 complaint.

3 ***3. NBIS and CTIS concealed from this Court that Blanco failed to inform***
4 ***Bon that he was served with the summons and personal injury***
5 ***complaint through the DMV***

6 During the February 19, 2016 phone call with Blanco, Bon denied that he was
7 served with the lawsuit. See **Exhibit 17**, at Feb. 19, 2016 claims file note, Bates no.
8 NBIS_CTIS_000031. Blanco knew or should have known this was false because
9 Sanchez's attorney advised Templeton more than one month earlier that Bon was
10 properly served through the DMV. See **Exhibit 1**. Sanchez served Bon through the
11 DMV because her attorney's reasonable efforts to locate him for personal service proved
12 to be unavailing. See **Exhibit 7**. Bon even told Blanco that Sanchez's attorney probably
13 was unable to find him. See **Exhibit 17**, at Feb. 19, 2016 claims file note, Bates no.
14 NBIS_CTIS_000031. This information should have triggered a red flag for Blanco
15 because she acknowledged in her February 18, 2016 claims file note that Bon faced the
16 potential entry of a default against him. *Id.* at Bates no. NBIS_CTIS_000031, 10:51 a.m.
17 timestamp; see also **Exhibit 13**. Yet, Blanco never told Bon that Sanchez claimed she
18 served him with the summons and personal injury complaint through the DMV. *Id.* at
19 Feb. 19, 2016 claims file note, Bates no. NBIS_CTIS_000031. Instead, Blanco instructed
20 Bon to provide her with his address and phone number with the assurance that she
21 **would not release that information to anyone.** *Id.* In essence, Blanco pledged to
22 hide Bon's whereabouts from anybody, including Sanchez's attorney, even though she
23 knew entry of a default was potentially imminent because Bon was served through the
24 DMV. Unsurprisingly, NBIS and CTIS withheld this information because it directly
25 contradicted their contrived narrative that Bon never knew about the lawsuit or that
26 entry of a default judgment against him was possible. Fabrications of this magnitude
27 are precisely what NRCP 60(b)(3) is designed to redress.

28 ...

...

...

1 **4. NBIS and CTIS concealed its knowledge that DMA attempted to**
2 **contact Bon at the Cambridge Street address before Bon told Blanco**
3 **his actual address**

4 The central theme of NBIS and CTIS's arguments to set aside the default
5 judgment entered against Bon is that Sanchez failed to use reasonable diligence in her
6 attempts to personally serve Bon with the summons and personal injury complaint.
7 NBIS and CTIS argue, *ad nauseum*, that Sanchez should have attempted to serve Bon
8 at the address of Cruz, the owner and named insured of the vehicle Bon drove when the
9 collision occurred. Yet, on June 4, 2015, Blanca Payan ("Payan), a DMA Claims
10 Specialist, sent a letter to Bon at 3900 Cambridge Street, Suite 106, Las Vegas, Nevada
11 89119 requesting he contact her regarding the subject collision. See June 4, 2015 DMA
12 letter to Bon, attached as **Exhibit 18**. The letterhead in Payan's letter refers to
13 "AutoTex," NBIS's former subsidiary company. *Id.* Thus, it is reasonable to presume
14 NBIS and CTIS knew Payan sent this letter to Bon at the very same Cambridge Street
15 address where Sanchez attempted to personally serve Bon with the summons and
16 personal injury complaint. See Oct. 20, 2015 Affidavit of Due Diligence, attached as
17 **Exhibit 19**. Notably, Payan never sent a letter to Bon at 4000 Abrams Avenue, Cruz's
18 address. Payan easily could have done so because she sent a letter to Cruz at the Abrams
19 address requesting he contact her about the subject collision. See June 4, 2015 DMA
20 letter to Cruz, attached as **Exhibit 20**. There is no indication in the claims file notes
21 that NBIS and/or CTIS ever instructed Payan to try contacting Bon at Cruz's address.
22 See generally, claims file notes at Bates nos. NBIS_CTIS_000021 – NBIS_CTIS_000029,
23 NBIS_CTIS_000032, collectively attached as **Exhibit 21**, submitted, *in camera*. In fact,
24 on February 18, 2016, Blanco knew from her telephone call with Cruz that Cruz did not
25 know where Bon was located, but that he would try to find him. See **Exhibit 17**, at
26 Bates no. NBIS_CTIS_000031, 10:51 a.m. timestamp; see also **Exhibit 13**. This
27 evidence directly undermines NBIS and CTIS's arguments that Sanchez should have
28 tried to personally serve Bon at the Abrams Avenue address as even they did not take
any efforts to locate Bon at that address.

1 **C. NBIS and CTIS, Through Bon, Committed the Requisite Misconduct for**
2 **this Court to Certify its Intent to Amend its Order to Accurately Reflect**
3 **Bon's Knowledge of the Lawsuit**

4 In the Rule 60(b)(3) context, misrepresentation is not “interpreted to encompass
5 only false statements made with the intention to deceive.” *United States v. One (1)*
6 *Douglas A-26B Aircraft*, 662 F.2d 1372, 1374 n.6 (11th Cir. 1981). Under that
7 interpretation, misrepresentation would be rendered superfluous because it would be
8 “wholly subsumed within the category of behavior that the same subsection of the rule
9 refers to as fraud.” *Id.* As a result, “Rule 60(b)(3) applies to both intentional and
10 unintentional misrepresentations.” *Lonsdorf v. Seefeldt*, 47 F.3d 893, 897 (7th Cir.
11 1995). When scrutinizing the alleged misrepresentation, the district court need not
12 consider whether the misrepresentation altered the outcome because “Rule 60(b)(3)
13 protects the **fairness** of the proceedings” *Id.* (emphasis added). Relief may be
14 afforded for misrepresentation under Rule 60(b)(3) “despite the absence of ‘a deliberate
15 evil purpose to misstate or conceal or thereafter engage in foot-dragging lest the truth
16 might be uncovered.” *Scott v. United States*, 81 F. Supp. 3d 1326, 1339 (M.D. Fla. 2015)
17 (quoting *Bros, Inc. v. Grace Mfg. Co.*, 351 F.2d 208, 211 (5th Cir. 1965)).

18 Similarly, misconduct under Rule 60(b)(3) does not require “proof of nefarious
19 intent or purpose as a prerequisite to redress. . . . The term can cover even accidental
20 omissions. . . . *Jones v. Aero/Chem Corp.*, 921 F.2d 875, 879 (9th Cir. 1990). “Accidents
21 -- at least avoidable ones -- should not be immune from the reach of the rule.” *Id.*

22 When faced with the prospect of financial responsibility for an excess judgment,
23 NBIS and CTIS used Bon to fabricate the circumstances surrounding his supposed lack
24 of knowledge of Sanchez’s lawsuit to bolster their arguments for this Court to set aside
25 the default judgment. NBIS and CTIS were clearly in possession and control of
26 documents confirming Blanco, an employee of CTIS, notified Bon that Sanchez filed a
27 lawsuit against him and explained the lawsuit to him. See **Exhibit 17**, at Bates no.
28 NBIS_CTIS_000031 Blanco spoke with Bon nearly two months before this Court
 entered a default against Bon for failing to answer the personal injury complaint. *Id.*
 Yet, NBIS and CTIS, through Volk, misrepresented to this Court in multiple briefs that

1 Bon never even knew Sanchez filed a lawsuit. While the circumstances strongly imply
2 NBIS and CTIS, through Volk, willfully misrepresented relevant facts to this Court,
3 even an unintentional omission is sufficient to provide relief under NRCP 60(b)(3).

4 The obvious goal of NBIS and CTIS's dilatory tactic was to persuade this Court to
5 set aside the default judgment based on the falsehood that Bon was surprised by the
6 default judgment because he had no knowledge of the lawsuit. Although this Court
7 denied NBIS and CTIS's flawed attempts to avoid the consequences of the default
8 judgment, NBIS and CTIS perpetuated misstatements of material fact that improperly
9 distorted the factual record now pending on appeal for their own benefit. Bon's
10 knowledge of Sanchez's lawsuit undermines NBIS and CTIS's baseless defective service
11 arguments on appeal. Therefore, the potential for an unfair outcome on appeal based
12 on inaccurate, relevant facts is substantial.

13 **D. Blanco's Communication with Bon Regarding Sanchez's Personal Injury**
14 **Complaint is Directly and Substantially Relevant to the Service Issues**
15 **Pending on Appeal**

16 NBIS and CTIS will almost surely argue Sanchez has overblown the relevancy of
17 Blanco's communication with Bon because it has no bearing on their desperate and
18 baseless claim that Sanchez failed to use reasonable diligence to serve Bon with the
19 summons and personal injury complaint. This argument lacks merit as the Nevada
20 Supreme Court expressly recognized the importance of a liability insurer's interactions
21 with a personal injury plaintiff's attorney in the default judgment context. *See Christy*
22 *v. Carlisle*, 94 Nev. 651 (1978); *Lindblom v. Prime Hospitality Corp.*, 120 Nev. 372
23 (2004).

24 In *Christy*, the personal injury plaintiff, Christy, filed a lawsuit against Carlisle.
25 94 Nev. at 652-53. Christy's attorney promptly notified Carlisle's insurer of the lawsuit
26 and provided an indefinite extension of time to answer until Christy's attorney advised
27 that Carlisle was served. *Id.* at 653. Christy's attorney continued settlement
28 negotiations with Carlisle's liability insurer and advised that if her last offer was not
accepted, she would serve Carlisle with the complaint. *Id.* After the liability insurer
did not accept the settlement offer, Christy's attorney served Carlisle with the summons

1 and complaint through the DMV. *Id.* When Christy mailed the summons and complaint
2 to Carlisle's last known address as it appeared on the traffic accident report, the certified
3 package including those documents was returned undelivered. *Id.* **Neither Carlisle,**
4 **nor her liability insurer, received actual notice that Carlisle was served**
5 **through the DMV.** *Id.* Consequently, the trial court entered a default and default
6 judgment against Carlisle. *Id.* Carlisle's insurer never learned of the default judgment
7 until after the six-month period to set aside a default judgment expired. *Id.* As a result,
8 Carlisle moved to set aside the default judgment pursuant to NRCP 55(b)(2). *Id.*
9 Carlisle argued that her insurer's involvement in negotiations constituted an
10 appearance in the action requiring Christy to provide notice that she filed an application
11 for default judgment before the hearing. *Id.* The district court ruled in Carlisle's favor
12 and set aside the default judgment. *Id.* at 654. On appeal, the Nevada Supreme Court
13 affirmed the district court's order setting aside the default judgment and held:

14 settlement negotiations and exchanges of correspondence
15 between plaintiff's counsel and defendant's insurance
16 representative after suit was filed constituted an
17 appearance implicating the three-day notice requirement
18 of NRCP 55(b)(2).⁶

19 *Lindblom*, 120 Nev. at 376 (citing *Christy*, 94 Nev. at 654).

20 In *Lindblom*, the Nevada Supreme Court extended its holding in *Christy* to
21 recognize that other pre-suit interactions also constitute an appearance requiring
22 written notice of the hearing on a default judgment application:

23 Accordingly, we extend our holding in *Christy* to require
24 three days' written notice of hearings on applications for
25 default judgments under NRCP 55(b)(2) when pre-suit
26 interactions **evince a clear intent to appear and**
27 **defend.**

28 120 Nev. at 376 (emphasis added).

The Nevada Supreme Court acknowledged the significance of an insurer's ongoing
communications with a personal injury plaintiff's lawyer when determining whether a
default judgment should be set aside. A liability insurer's communications with its

⁶ The current version of NRCP 55(b)(2), which became effective March 1, 2019, requires written notice of the application at least seven days before the hearing.

1 insured regarding the existence of a personal injury lawsuit should similarly be treated
2 as relevant when that insurer uses the defendant/insured to set aside a default judgment
3 for surprise or voidness for alleged insufficient service of process. *See Nev. R. Civ. P.*
4 *60(b)(1), (4).* Afterall, a liability insurer is one of the most sophisticated litigants. *See*
5 *Klepper v. ACE Am. Ins. Co.*, 999 N.E.2d 86, 99 (Ind. Ct. App. 2013) (Crone, J. dissent)
6 (“Most relationships between insurers and insureds involve a substantial imbalance in
7 sophistication, financial resources, and settlement leverage”). A sophisticated liability
8 insurer, like ATX, which was owned by NBIS and managed by CTIS, uniquely
9 understands that failing to file an answer to a complaint on behalf of its insured
10 constitutes a breach of the duty to defend. *See Century Surety Co. v. Andrew*, 134 Nev.
11 819, 820 (2018), *Nautilus Ins. Co. v. Access Med., LLC*, 137 Nev. ___, 482 P.3d 683, 689
12 (2021). The significance of NBIS and CTIS’s failure to take any steps to challenge
13 service before the default judgment was entered or to even monitor this litigation
14 directly undermines their attempt to set aside the default judgment.

15 Even in *Christy*, the Nevada Supreme Court considered that both the defendant
16 and her liability insurer both never received notice that service was effectuated through
17 the DMV. 94 Nev. at 653. In fact, the insurer’s lack of notice that the defendant was
18 served carried substantial weight in support of the Nevada Supreme Court’s decision:

19 Defendant Carlisle’s insurance carrier had indicated a
20 clear purpose to defend the suit. Indeed, it was duty bound
21 to do so, and plaintiff’s counsel must have known this. The
22 insurance company was entitled to rely upon plaintiff’s
23 counsel’s representation that it had an indefinite extension
24 of time to answer subject to advice that the insured
25 defendant had been served. **The company was not
26 notified of the fact of service. To allow the default
27 judgment to stand in these circumstances would
28 manifestly be unfair.**

29 *Christy*, 94 Nev. at 654 (emphasis added).

30 Based on the reasoning outlined above, it is reasonable to presume an insurer
31 that knows its insured was served through the DMV, but takes no action to file an
32 answer or submit a legal challenge to the effectiveness of service, is forbidden from later
33 receiving the benefit of setting aside a default judgment. Yet, this Court now knows
34 that this is precisely what NBIS and CTIS have done in this case because they

1 misrepresented Bon's knowledge of Sanchez's lawsuit and that they were the source that
2 directly informed Bon of the lawsuit and its substance. NBIS and CTIS cannot hide
3 behind arguments about alleged defective service when **both** they and Bon knew
4 Sanchez filed a lawsuit against Bon. In light of the holdings set forth in *Christy* and
5 *Lindblom*, the relevancy of NBIS/CTIS's communication to Bon regarding the existence
6 of Sanchez's personal injury complaint cannot legitimately be questioned. Therefore,
7 Sanchez possesses the requisite factual and legal basis justifying this Court to certify its
8 intent to amend its Order and the underlying factual record.

9 III.

10 CONCLUSION

11 Based on the foregoing facts, law, and analysis, Plaintiff Diane Sanchez
12 respectfully requests this Court to **GRANT** her Motion for Relief from Order Denying
13 Defendant Blas Bon's Motion for Rehearing and to Alter or Amend the Judgment and
14 Order Denying Rule 60(b) Relief and to Alter or Amend that Order Pursuant to NRC

15 ...

16 ...

17 ...

18 ...

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20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

1 Sanchez requests this Court to certify its intent to amend its Order to reflect that
2 NBIS and CTIS, for the benefit of ATX, notified Bon about Sanchez's personal injury
3 lawsuit and explained the lawsuit to Bon before the default and default judgment were
4 entered against him. Sanchez further requests this Court to amend its Order to reflect
5 that NBIS and CTIS, for the benefit of ATX, failed to inform Bon that Sanchez served
6 the summons and personal injury complaint through the DMV and, instead, agreed to
7 keep his whereabouts unknown under the false premise that Sanchez never effectuated
8 service of process.

9 DATED this 11th day of January, 2022.

10 Respectfully Submitted,

11 **PRINCE LAW GROUP**

12
13
14 /s/ Kevin T. Strong
DENNIS M. PRINCE
15 Nevada Bar No. 5092
KEVIN T. STRONG
16 Nevada Bar No. 12107
10801 West Charleston Boulevard
Suite 560
17 Las Vegas, Nevada 89135
18 Tel: (702) 534-7600
Fax: (702) 534-7601
19 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 11th day of January, 2022, I caused the foregoing document
4 entitled **PLAINTIFF DIANE SANCHEZ'S MOTION FOR RELIEF FROM ORDER**
5 **DENYING DEFENDANT BLAS BON'S MOTION FOR REHEARING AND TO**
6 **ALTER OR AMEND THE JUDGMENT AND ORDER DENYING RULE 60(b)**
7 **RELIEF AND TO ALTER OR AMEND THAT ORDER PURSUANT TO NRCP**
8 **60(b)(3)** to be served upon those persons designated by the parties in the E-Service
9 Master List for the above-referenced matter in the Eighth Judicial District Court E-
10 Filing System in accordance with the mandatory electronic service requirements of
11 Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules.

12 William P. Volk
13 **HOLLEY DRIGGS**
14 400 S. Fourth Street
15 Suite 300
16 Las Vegas, Nevada 89101

17 -AND-

18 Daniel F. Polsenberg
19 Joel D. Henriod
20 Abraham G. Smith
21 **LEWIS ROCA ROTHGERBER CHRISTIE LLP**
22 3993 Howard Hughes Parkway, Suite 600
23 Las Vegas, Nevada 89169
24 Attorneys for Defendant
25 *Blas Bon*

26 /s/ Amy Ebinger

27 An Employee of PRINCE LAW GROUP

EXHIBIT 1

January 20, 2016



Via U.S. Mail

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


Re: Sanchez vs. Bon
Claim No. DMA-0147074
Date of Loss: April 28, 2015

Dear Mr. Templeton:

Please be advised that your insured, Blas Bon, has been served in the above-referenced matter. I have enclosed a copy of the Complaint and Affidavit of Compliance, evidencing proof of service via the Department of Motor Vehicles.

Please file an Answer to Plaintiff's Complaint as soon as possible, or I will have no choice but to request for the Court to enter a Default against your insured.

Sincerely,


Paul D. Powell, Esq.

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

1 Roe Corporations are presently unknown to Plaintiff at this time, who therefore
2 sues said Defendants by such fictitious names. When the true names and
3 capacities of these defendants are ascertained, Plaintiff will amend this
4 Complaint accordingly.

5 5. That at all times pertinent, Defendants were agents, servants, employees or joint
6 venturers of every other Defendant herein, and at all times mentioned herein
7 were acting within the scope and course of said agency, employment, or joint
8 venture, with knowledge and permission and consent of all other named
9 Defendants.
10

11 6. That on April 28, 2015, in Clark County, Nevada, Defendants BLAS BON
12 caused a crash with Plaintiff. During the same sequence of events, Defendant
13 JOSEPH ACOSTA also negligently crashed into Plaintiff. The vehicle operated
14 by BLAS BON was owned by HIPOLITO CRUZ. The vehicle operated by
15 JOSEPH ACOSTA was owned by WILFRED ACOSTA.
16

17 7. That as a direct and proximate result of the negligence of Defendants, Plaintiff
18 sustained injuries to Plaintiff's shoulders, back, bodily limbs, organs and
19 systems, all or some of which condition may be permanent and disabling, and all
20 to Plaintiff's damage in a sum in excess of \$10,000.
21

22 8. That as a direct and proximate result of the negligence of Defendants, Plaintiff
23 received medical and other treatment for the aforementioned injuries, and that
24 said services, care, and treatment are continuing and shall continue in the future,
25 all to the damage of Plaintiff.
26
27
28

1 9. That as a direct and proximate result of the negligence of Defendants, Plaintiff
2 has been required to, and has limited occupational and recreational activities,
3 which have caused and shall continue to cause Plaintiff loss of earning capacity,
4 lost wages, physical impairment, mental anguish, and loss of enjoyment of life,
5 in a presntly unascertainable amount.

6
7 10. That as a direct and proximate result of the negligence of Defendants, Plaintiff's
8 vehicle was damaged and Plaintiff lost the use of that vehicle.

9 11. That as a direct and proximate result of the aforementioned negligent of all
10 Defendants, Plaintiff has been required to engage the services of an attorney,
11 incurring attorney's fees and costs to bring this action.
12

13 **FIRST CAUSE OF ACTION**

14 12. Plaintiff incorporates paragraphs 1 through 15 of the Complaint as though said
15 paragraphs were fully set forth herein.

16 13. Defendants owed Plaintiff a duty of care to operate their vehicles in a reasonable
17 and safe manner. Defendant breached that duty of care by striking Plaintiff's
18 vehicle on the roadway. As a direct and proximate result of the negligence of
19 Defendant, Plaintiff has been damaged in an amount in excess of \$10,000.00.
20

21 **SECOND CAUSE OF ACTION**

22 14. Plaintiff incorporates paragraphs 1 through 17 of the Complaint as though said
23 paragraphs were fully set forth herein.
24

25 ///

26 ///

27 ///

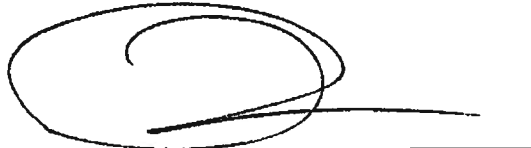
15. The acts of Defendants as described herein violated the traffic laws of the State of Nevada and Clark County, constituting negligence per se, and Plaintiff has been damaged as a direct and proximate result thereof in an amount in excess of \$10,000.00.

WHEREFORE, Plaintiff expressly reserving the right to amend this complaint prior to or at the time of trial of this action, to insert those items of damage not yet fully ascertainable, prays judgment against all Defendants, and each of them, as follows:

1. For general damages sustained by Plaintiff in an amount in excess of \$10,000.00;
2. For special damages sustained by Plaintiff in an amount in excess of \$10,000.00;
3. For property damages sustained by Plaintiff;
4. For reasonable attorney's fees and costs;
5. For interest at the statutory rate; and
6. For such other relief as the Court deems just and proper.

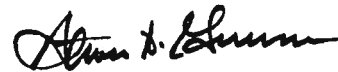
DATED this 7th day of August 2015.

THE POWELL LAW FIRM



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

Attorneys for DIANE SANCHEZ



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)
14 BLAS BON, individually; JOSEPH ACOSTA,) **AFFIDAVIT OF COMPLIANCE**
15 individually; DOES I - X, and ROF)
16 CORPORATIONS I - X, inclusive,)
17)
18 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.

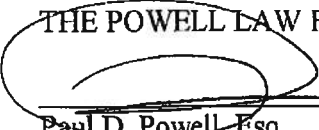
3 That on or about October 27, 2015 I caused to be served upon the Director of the
4 Department of Motor Vehicles of the State of Nevada at Carson City, Nevada, via United States
5 Mail, a copy of the Complaint on file herein, a copy of the Summons issued following the filing of
6 the Complaint, a copy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

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

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

19 DATED this 13th day of November, 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

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

28 NOTARY PUBLIC

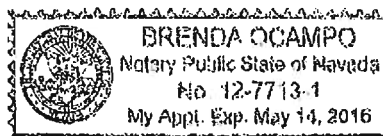


EXHIBIT 1

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

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 DIANE SANCHEZ,)
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11 Plaintiff,) DEPT. NO. XXV
12 vs.)
13)
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15 individually; DOES I - X, and ROF)
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17)
18 Defendants.)

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

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27
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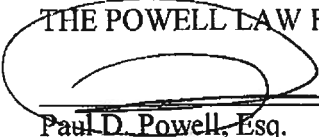
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5 Mail, a copy of the Complaint on file herein, a copy of the Summons issued following the filing of
6 the Complaint, a copy of the Declaration of Diligence, together with the statutory fee of \$5.00, all in
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9 attached hereto as Exhibit 2, acknowledging receipt of said Complaint and Summons.
10

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12 Vegas, Nevada, certified mail return receipt requested, with postage fully prepaid thereon, a copy of
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16

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

19 DATED this 13th day of November, 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

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

28 NOTARY PUBLIC

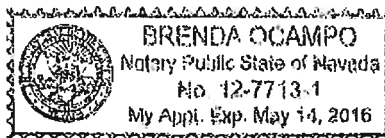


EXHIBIT 2

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

EXHIBIT 2

ANV00003087 (A) HIPOLITO F CRUZ

Full Term: \$1,045.00 Written: \$914.00 Changed: \$0.00 Annual: \$2

Term Dates: 12/16/2014 - 6/16/2015 | Transaction Dates: 3/23/2015 12:55:10 PM - 6/16/2015

Online to Current Policy Term

More Links

My Navigator

ANV00003087

Policy Info

Drivers (3)

HIPOLITO F CRUZ

BARBARAINA CRUZ

MARK J CRUZ

Vehicles (3)

1999-CHEVROLET-SUBURBAN 1500

1997-DODGE-RAM 2500 XCAB 5.9L

1995-Ford-F-150 REGULAR CAB

Coverages

3rd Party Reports

Loss History (1)

Billing Info

Additional Policy Info

Policy Summary

Close

** Policy is in inquiry mode. No changes will be saved. **

Coverages

Vehicle Level Coverages

Bodily Injury 15/30

Property Damage 10,000

Medical Payments N/A

UMBI/UMBI N/A

Reset all combos to "N/A"

Vehicle Basic Information

	Num	Year	Make	Model	Body Type	Vin	Principal Driver	Comp Only
Select 1	1	1999	CHEVROLET	SUBURBAN 1500	SUV	3GNEC16R5XG249893	BARBARAINA CRUZ	No
Select 2	2	1997	DODGE	RAM 2500 XCAB 5.9L	Pickup	3B7KC23Z5VM536338	HIPOLITO F CRUZ	No
Select 3	3	1995	Ford	F-150 REGULAR CAB	Pickup	2FTEF15Y9SCA60315		No

Vehicle Level Coverages for 1997 DODGE RAM 2500 XCAB 5.9L Use Previous Vehicle

Comprehensive N/A

Collision N/A

Reset all combos to "N/A"

EXHIBIT 3



June 16, 2015

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

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

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,

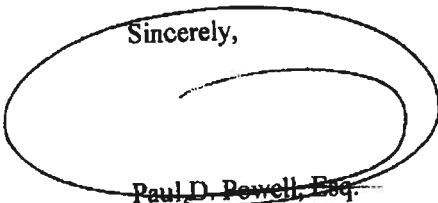

Paul D. Powell, Esq.

EXHIBIT 4

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 Seitz

Its: PRESIDENT

Date: 5/9/15

EXHIBIT 5



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"

RPI.APP.000603

EXHIBIT 6

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

EXHIBIT 7



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)
14 BLAS BON, individually; JOSEPH ACOSTA,) **AMENDED AFFIDAVIT OF**
15 individually; DOES I - X, and ROE) **COMPLIANCE**
16 CORPORATIONS I - X, inclusive,)
17)
18 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 That on or about October 27, 2015 I caused to be served upon the Director of the
4 Department of Motor Vehicles of the State of Nevada at Carson City, Nevada, via United States
5 Mail, a copy of the Complaint on file herein, a copy of the Summons issued following the filing of
6 the Complaint, a copy of the Declaration of Diligence, together with the statutory fee of \$5.00, all in
7 accordance with N.R.S. 14.070. Said documents were received by the Department of Motor
8 Vehicles on November 2, 2015 as evidenced by the letter from the Department of Motor Vehicles
9 attached hereto as **Exhibit 2**, acknowledging receipt of said Complaint and Summons.
10

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

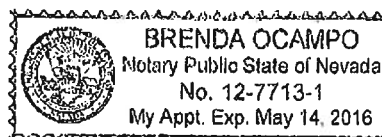
18 DATED this 29th day of March, 2015.
19

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 29 day of March, 2016.

28 NOTARY PUBLIC



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CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5 (b), I hereby certify that on the 29th 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**
Paul D. Powell, Esq.
2 Nevada Bar No. 7488
THE POWELL LAW FIRM
3 6785 West Russell Road, Suite 210
Las Vegas, Nevada 89118
4 paul@TPLF.com
Phone: (702) 728-5500
5 Facsimile: (702) 728-5501
6 Attorneys for DIANE SANCHEZ

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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

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

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14 proof of service on Defendant BLAS BON at the Defendant's last known address of 3900
15 Cambridge Street, Suite 106, Las Vegas, Nevada 89119.
16

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

19 DATED this 13th day of November, 2015.
20

21 THE POWELL LAW FIRM

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 13th day of November, 2015.

28 NOTARY PUBLIC

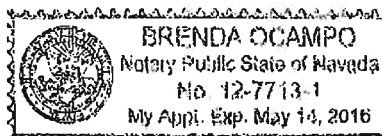


EXHIBIT 2

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

The Power Law Firm
6785 W. Russell Rd. #210
Las Vegas, NV 89118

CERTIFIED MAIL



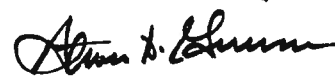
7015 0640 0004 9496 0326

 Undeliverable as
addressed
☒ Return to sender
☐ No Address
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☒ Permitted
☐ Attempted Not Known
☐ No Such Street
☐ No Such Number
☐ No Recipient
☐ Decayed
☐ Recalled

[Large handwritten signature]

Blas Bar
3900 Cambridge Street #
Las Vegas, NV 89119

EXHIBIT 8



CLERK OF THE COURT

AFFT
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,)	
)	CASE NO. A722815
Plaintiff,)	DEPT. NO. XXV
vs.)	
)	
BLAS BON, individually; JOSEPH ACOSTA,)	AFFIDAVIT OF COMPLIANCE
individually; DOES I - X, and ROF)	
CORPORATIONS I - X, inclusive,)	
)	
Defendants.)	

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

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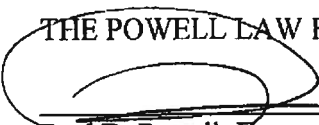
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20

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

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28 this 13th day of November, 2015.


NOTARY PUBLIC

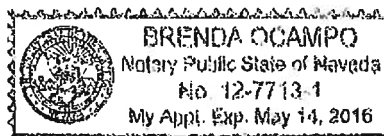


EXHIBIT 1

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

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

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10) CASE NO. A722815
Plaintiff,) DEPT. NO. XXV
11 vs.)
12)
BLAS BON, individually; JOSEPH ACOSTA,) **AFFIDAVIT OF COMPLIANCE**
13 individually; DOES I - X, and ROF)
CORPORATIONS I - X, inclusive,)
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16 STATE OF NEVADA)
17) ss.
18 COUNTY OF CLARK)

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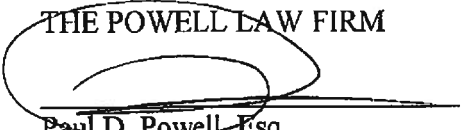
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6 the Complaint, a copy of the Declaration of Diligence, together with the statutory fee of \$5.00, all in
7 accordance with N.R.S. 14.070. Said documents were received by the Department of Motor
8 Vehicles on November 2, 2015 as evidenced by the letter from the Department of Motor Vehicles
9 attached hereto as Exhibit 2, acknowledging receipt of said Complaint and Summons.
10

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

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

19 DATED this 13th day of November, 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

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

28 NOTARY PUBLIC

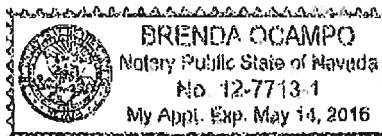


EXHIBIT 2

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

EXHIBIT 9



February 16, 2016

Via U.S. Mail

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

Re: Sanchez vs. Bon
Claim No. DMA-0147074
Date of Loss: April 28, 2015

Dear Mr. Templeton:

I am following up on my correspondence dated January 20, 2016, wherein I informed you that your insured, Blas Bon, had been served with the Complaint and Summons in the above-referenced matter. To date, I still have not received an Answer to Plaintiff's Complaint.

If I do not receive Mr. Bon's Answer to Plaintiff's Complaint by February 23, 2016, I will request for the Court to enter a Default against your insured.

Sincerely,

Paul D. Powell, Esq.

EXHIBIT 10

Kevin Strong

From: William P. Volk <wvolk@nevadafirm.com>
Sent: Wednesday, April 29, 2020 5:08 PM
To: Kevin Strong
Cc: Dennis Prince; Angela Lee; Amy Ebinger; John H. Podesta, Esq. (john.podesta@wilsonelser.com); Suri Guzman
Subject: RE: Sanchez v. Bon

Kevin:

I want to clarify that it was **NBIS Construction and Transport Insurance Services, Inc.** that retained my office. They are obviously a part of the NBIS family of companies. I should have been more precise about that point.

William P. Volk
Shareholder
Las Vegas Office

HOLLEY DRIGGS

Tel: 702.791.0308 | Fax: 702.791.1912
400 S. 4th Street, Suite 300, Las Vegas NV 89101

Tel: 775.851.8700 | Fax: 775.851.7681
800 S. Meadows Parkway, Suite 800, Reno NV 89521

www.nevadafirm.com

This email message (including any attachments): (a) may include privileged, confidential, proprietary and/or other protected information, (b) is sent based upon a reasonable expectation of privacy, and (c) is not intended for transmission to, or receipt by, unauthorized persons. If you are not the intended recipient, please notify the sender immediately by telephone (702.791.0308) or by replying to this message and then delete the message and all copies or portions from your system. Thank you.

From: William P. Volk
Sent: Wednesday, April 29, 2020 3:13 PM
To: Kevin Strong <kstrong@thedplg.com>
Cc: Dennis Prince <dprince@thedplg.com>; Angela Lee <aalee@thedplg.com>; Amy Ebinger <aebinger@thedplg.com>; John H. Podesta, Esq. (john.podesta@wilsonelser.com) <john.podesta@wilsonelser.com>; Suri Guzman <sguzman@nevadafirm.com>
Subject: RE: Sanchez v. Bon

Kevin:

Gotcha. It is my understanding that NBIS (NationsBuilders Insurance Services, Inc.) retained Kolesar & Leatham and then my new office Holley Driggs to represent Mr. Bon. I have no information on the relationship between NBIS and Windhaven or ATX. That's as much as I know. I hope this answers your question.

William P. Volk
Shareholder
Las Vegas Office

HOLLEY DRIGGS

EXHIBIT 11

LIPSON NEILSON P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

LIPSON NEILSON P.C.
JOSEPH P. GARIN, ESQ.
Nevada Bar No. 6653
MEGAN H. THONGKHAM, ESQ
Nevada Bar No. 12404
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
Phone: (702) 382-1500
Fax: (702) 382-1512
jgarin@lipsonneilson.com
mthongkham@lipsonneilson.com

*Attorneys for Defendants,
NationsBuilders Insurance Services, Inc. and
NBIS Construction & Transport Insurance Services, Inc.*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DIANE SANCHEZ,

Plaintiff,

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,

Defendants.

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

**DEFENDANTS NATIONSBUILDERS
INSURANCE SERVICES, INC. AND
NBIS CONSTRUCTION &
TRANSPORT SERVICES, INC.'S
INITIAL DISCLOSURE OF
WITNESSES AND DOCUMENTS
PURSUANT TO N.R.C.P. 16.1**

Defendants Nationsbuilders Insurance Services, Inc. ("NBIS") and NBIS
Construction & Transport Services, Inc. ("CTIS", collectively with NBIS, "Defendants"),
by and through their counsel of record, Lipson Neilson P.C., hereby submit their initial
disclosures of witnesses and documents, pursuant to N.R.C.P. 16.1 as follows:

1. **Initial Disclosures**

A. **Names of Individuals Likely to Have Discoverable Evidence on Claims and Defenses**

1. Diane Sanchez
c/o PRINCE LAW GROUP
8816 Spanish Ridge Ave.
Las Vegas, NV 89148

Ms. Sanchez is the Plaintiff in this litigation and is expected to testify regarding her knowledge regarding the facts and circumstances surrounding this litigation and the underlying personal injury lawsuit.

2. Blas Bon,
Last known address
4650 E Lake Mead Blvd. #75
Las Vegas, NV 89115

Mr. Bon is expected to testify in the instant litigation regarding his knowledge of the facts and circumstances surrounding this litigation. Mr. Bon is represented by counsel in the underlying personal injury lawsuit that is currently on appeal, and to the extent the testimony sought is part of underlying litigation and pending appeal, such testimony must be made in care of his counsel LEWIS ROCA ROTHGERBER CHRISTIE LLP and HOLLEY DRIGGS.

3. Joseph Acosta
c/o Messner Reeves LLP
5556 S. Fort Apache Road, Suite 100
Las Vegas, NV 89118
(702) 728-5500

Mr. Acosta was a Defendant in related underlying litigation A-15-722815-C, *Sanchez v. Acosta*, and may be expected to testify regarding his knowledge regarding the facts and circumstances surrounding this litigation and the underlying personal injury lawsuit.

///

///

4. Hipolito F. Cruz
4000 Abrams Avenue
Las Vegas, NV 89110
(702) 205-7697

Mr. Cruz is the policy holder for personal automobile insurance policy No. ANV00003087, and is expected to testify regarding his knowledge regarding the facts and circumstances surrounding this litigation and the underlying personal injury lawsuit.

5. NRCP 30(b)(6) Witness(es) for NationsBuilders Insurance Services, Inc.
c/o LIPSON NEILSON P.C.
9900 Covington Cross Dr., Suite 120
Las Vegas, Nevada 89144
(702) 382-1500

The NRCP 30(b)(6) Witness(es) and/or Persons Most Knowledgeable for Defendant Nationsbuilders Insurance Services, Inc. is believed to have knowledge and will testify regarding the facts and circumstances surrounding this litigation.

6. NRCP 30(b)(6) Witness(es) for NBIS Construction & Transport Insurance Services, Inc.
c/o LIPSON NEILSON P.C.
9900 Covington Cross Dr., Suite 120
Las Vegas, Nevada 89144
(702) 382-1500

The NRCP 30(b)(6) Witness(es) for Defendant NBIS Construction & Transport Services, Inc. is believed to have knowledge and will testify regarding the facts and circumstances surrounding this litigation.

7. NRCP 30(b)(6) Witness(es) for Windhaven National Insurance Company fka ATX Premier Insurance
c/o WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP
6689 Las Vegas Boulevard South, Suite 200
Las Vegas, Nevada 89119
(415) 433-0990

The NRCP 30(b)(6) Witness(es) for Defendant Windhaven National Insurance Company fka ATX Premier Insurance is believed to have knowledge and will testify regarding the facts and circumstances surrounding this litigation.

1 8. NRCP 30(b)(6) Witness(es) for DMA Claims Management, Inc.
2 c/o GORDON REES SCULLY MANSUKHANI, LLP
3 300 South 4th Street, Suite 1550
4 Las Vegas, Nevada 89101
5 (702) 577-9300

6 The NRCP 30(b)(6) Witness(es) for Defendant DMA Claims Management, Inc.
7 is believed to have knowledge and will testify regarding the facts and circumstances
8 surrounding this litigation.

9 9. Custodian of Records for DMA Claims Management, Inc.
10 c/o GORDON REES SCULLY MANSUKHANI, LLP
11 300 South 4th Street, Suite 1550
12 Las Vegas, Nevada 89101
13 (702) 577-9300

14 The Custodian of Records for Defendant DMA Claims Management, Inc. is
15 expected to testify regarding the creation and maintenance of records in the normal
16 course of the entity's business.

17 10. Blanca Payan
18 Claims Specialist for DMA Claims Management, Inc.
19 c/o GORDON REES SCULLY MANSUKHANI, LLP
20 300 South 4th Street, Suite 1550
21 Las Vegas, Nevada 89101
22 (702) 577-9300

23 Ms. Payan was a claims specialist for Defendant Claims Management, Inc.
24 during the relevant time periods at issue and is expected to testify regarding the facts
25 and circumstances surrounding this litigation.

26 11. DeLawrence Templeton
27 Claims Specialist for DMA Claims Management, Inc.
28 c/o GORDON REES SCULLY MANSUKHANI, LLP
 300 South 4th Street, Suite 1550
 Las Vegas, Nevada 89101
 (702) 577-9300

 Mr. Templeton was a claims specialist for Defendant Claims Management, Inc.
 during the relevant time periods at issue and is expected to testify regarding the facts
 and circumstances surrounding this litigation.

12. Rebecca Perez
Claims Specialist for DMA Claims Management, Inc.
c/o GORDON REES SCULLY MANSUKHANI, LLP
300 South 4th Street, Suite 1550
Las Vegas, Nevada 89101
(702) 577-9300

Upon information and belief, Ms. Perez worked for Defendant Claims Management, Inc. during the relevant time periods at issue and is expected to testify regarding the facts and circumstances surrounding this litigation.

13. Cindy Blanco
Claims Specialist for DMA Claims Management, Inc.
c/o GORDON REES SCULLY MANSUKHANI, LLP
300 South 4th Street, Suite 1550
Las Vegas, Nevada 89101
(702) 577-9300

Upon information and belief, Ms. Blanco worked for Defendant Claims Management, Inc. during the relevant time periods at issue and is expected to testify regarding the facts and circumstances surrounding this litigation, including DMA Claim Number DMA-0147074.

14. Donna Mae Evans
2323 NW 188th Ave, Apt. 926
Hillsboro, OR 97124
(503) 459-9186

Upon information and belief, Ms. Evans was a witness to the underlying personal injury accident and may be expected to testify regarding his knowledge regarding the facts and circumstances surrounding this litigation and the underlying personal injury lawsuit.

15. Antonio Florencio Monterrosas-Monterrosas
2323 NW 188th Ave, Apt. 926
Hillsboro, OR 97124
(503) 459-9186

Upon information and belief, Mr. Monterrosas was a witness to the underlying personal injury accident and may be expected to testify regarding his knowledge

regarding the facts and circumstances surrounding this litigation and the underlying personal injury lawsuit.

Any and all witnesses identified by other parties in this litigation.

Defendants reserve the right to supplement their identification of individuals pursuant to NRCP 26(e) as discovery in this matter continues.

B. Copy or Description by Category of Documents Within Defendants' Possession that May be Used to Support Claims/Defenses

<u>No.</u>	<u>Description</u>	<u>Bates No.</u>
1.	Corporate Relationship Chart between NBIS, CTIS, ATX Premier, and AutoTex pre-2015 sale(s)	NBIS_CTIS_000001
2.	ATX Premier Insurance Company – Endorsement Declaration Page for Policy No. ANB00003087	NBIS_CTIS_000002- NBIS_CTIS_000008
3.	CTIS ISO Claim Search Report – <i>redacted, see privilege Log attached hereto as Exhibit A</i>	NBIS_CTIS_000009 – NBIS_CTIS_000015
4.	DMA Claims Management, Inc.'s Electronic File Notes	NBIS_CTIS_000016- NBIS_CTIS_000032
5.	Sanchez correspondence dated 04-30-15	NIBS_CTIS_000033
6.	DMA correspondence to Paul Powell dated 05-14-15	NBIS_CTIS_000034
7.	DMA correspondence to Sanchez dated 05-14-15	NBIS_CTIS_000035- NBIS_CTIS_000036
8.	DMA correspondence to Bon dated 06-04-15	NBIS_CTIS_000037
9.	DMA correspondence to Cruz dated 06-04-15	NBIS_CTIS_000038
10.	DMA correspondence to Sanchez dated 06-04-15	NBIS_CTIS_000039
11.	Sanchez correspondence dated 06-16-15	NBIS_CTIS_000040- NBIS_CTIS_000112
12.	DMA Claim Status Report dated 07-13-15	NBIS_CTIS_000113- NBIS_CTIS_000118
13.	DMA correspondence to Paul Powell dated 07-10-15	NBIS_CTIS_000119
14.	DMA correspondence to Paul Powell dated 07-17-15	NBIS_CTIS_000120
15.	Sanchez correspondence dated 08-08-15	NBIS_CTIS_000121- NBIS_CTIS_000122
16.	DMA Reservation of Rights Letter dated 06-04-15	NBIS_CTIS_000124 NBIS_CTIS_000125
17.	Claims Administration Agreement by and between NBIS Construction and Transport Insurance Services, Inc. and DMA Claims	NBIS_CTIS_000126- NBIS_CTIS_000153

No.	Description	Bates No.
	Management, Inc., effective date April 1, 2015 - <i>redacted, see privilege Log attached hereto as Exhibit A</i>	
18.	Claims Handling Agreement between ATX Premier Insurance Company and AutoTex MGA, Inc., dated March 31, 2015 - <i>redacted, see privilege Log attached hereto as Exhibit A</i>	NBIS_CTIS_000154- NBIS_CTIS_000167
19.	XL Specialty Insurance Company Policy No. ELU161570-19 - <i>redacted, see privilege Log attached hereto as Exhibit A</i>	NBIS_CTIS_000168- NBIS_CTIS_000170
20.	All pleadings, briefs, and other papers filed or served in <i>Huashu Dong, et al. v. Diane Sanchez, et al.</i> ; Case No. A-19-796205-C	
21.	All pleadings, briefs, and other papers filed or served in <i>Diane Sanchez v. Afolabi Tunde, et al.</i> ; Case No. A-20-818181-C	
22.	All pleadings, briefs, and other papers filed or served in <i>Diane Sanchez v. Blas Bon, et al.</i> ; Case No. A-15-722815-C	

Any and all documents identified by the parties to this litigation.

Discovery is ongoing. Pursuant to Rule 26 of the Nevada Rules of Civil Procedure, Defendants reserve the right to supplement this list as additional documents become known during the course of discovery.

C. Computation of Any Category of Damages

Not applicable at this time. Defendants reserve the right to supplement their computation of damages as this litigation progresses.

D. Insurance Agreement

A copy of the declarations page for the applicable policy is attached hereto (NBIS_CTIS_000168 – NBIS_CTIS_000170).

E. Reservation of Rights

Defendants preserve, without waiver, all objections to production and admissibility. Defendants reserve all applicable privileges, confidentiality, or other protections that may apply to documents and/or witnesses listed. Defendants further reserve the right to call any witness disclosed by another party, all persons necessary

1 to lay proper foundation for the introduction of exhibits and/or deposition testimony,
2 any necessary rebuttal witnesses, agents/representatives/employees of any other
3 party with knowledge of the facts and circumstances surrounding the litigation, and all
4 individuals identified in exhibits. Defendants further reserve the right to call any and all
5 expert witnesses which they may designate pursuant to NRCP 16.1(a)(2). Defendants
6 further reserve the right to supplement their disclosures as additional information or
7 witnesses become known or discovered.

8 DATED this 19th day of November, 2021.

9 LIPSON NEILSON P.C.

10 */s/ Megan H. Thongkham*

11 By:

12 Joseph P. Garin, Esq. (NV Bar No. 6653)
13 Megan H. Thongkham, Esq. (NV Bar No. 12404)
14 9900 Covington Cross Drive, Suite 120
15 Las Vegas, Nevada 89144

16 *Attorneys for Defendants,*
17 *NationsBuilders Insurance Services, Inc. and*
18 *NBIS Construction & Transport Insurance Services,*
19 *Inc.*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and Administrative Order 14-2, I certify that on the 19th day of November, 2021, I electronically served the foregoing **DEFENDANTS NATIONSBUILDERS INSURANCE SERVICES, INC. AND NBIS CONSTRUCTION & TRANSPORT SERVICES, INC.'S INITIAL DISCLOSURE OF WITNESSES AND DOCUMENTS PURSUANT TO N.R.C.P. 16.1** to the following parties utilizing the Court's E-File/ServeNV System:

Dennis M. Prince, Esq.
Kevin T. Strong, Esq.
PRINCE LAW GROUP
10801 West Charleston Blvd., Suite 560
Las Vegas, NV 89135
eservice@thedplg.com
Attorneys for Plaintiff,
Diane Sanchez

Robert E. Schumacher
Wing Yan Wong
GORDON REES SCULLY MANSUKHANI,
LLP
300 South 4th Street
Suite 1550
Las Vegas, Nevada 89101
Attorneys for Defendant
DMA Claims Management, Inc.

John H. Podesta
Christopher Phipps
WILSON, ELSE, MOSKOWITZ,
EDELMAN & DICKER, LLP
6689 Las Vegas Boulevard South
Suite 200
Las Vegas, Nevada 89119
Attorneys for Defendant
Windhaven National Insurance Company
f/k/a ATX Premier Insurance Company

/s/ Michele Stones

An Employee of LIPSON NEILSON P.C.

EXHIBIT 12

Gordon Rees Scully Mansukhani, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

SDIS

ROBERT E. SCHUMACHER, ESQ.

Nevada Bar No. 7504

JOHN F. SCHNERINGER, ESQ.

Nevada Bar No. 14268

GORDON REES SCULLY MANSUKHANI, LLP

300 South 4th Street, Suite 1550

Las Vegas, Nevada 89101

Telephone: (702) 577-9300

Direct Line: (702) 577-9319

Facsimile: (702) 255-2858

E-Mail: rschumacher@grsm.com

jschneringer@grsm.com

Attorneys for Defendant/Cross-Defendant

DMA CLAIMS MANAGEMENT, INC. erroneously sued as DMA CLAIMS INC.

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DIANE SANCHEZ,

Plaintiff,

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,

Defendants.

) CASE NO. A-19-805351-C

) DEPT. NO.: 13

) **DMA CLAIMS MANAGEMENT,**
) **INC.'S FIRST SUPPLEMENT TO**
) **INITIAL DISCLOSURES**

Defendant DMA CLAIMS MANAGEMENT, INC., erroneously sued as DMA CLAIMS

INC. ("DMA"), by and through its attorneys, Robert E. Schumacher, Esq. and John F.

Schneringer, Esq. of the law firm of Gordon Rees Scully Mansukhani LLP hereby submits its

First Supplement to Initial Disclosures pursuant to Nevada Rules of Civil Procedure 16.1(a)(1)

and 26(e)(1) as follows:

///

I.

LIST OF WITNESSES

Pursuant to NRCP 16.1(a)(1)(A)(i), DMA identifies the following individuals and/or entities as likely to have discoverable information under Rule 26(b) and may be called to offer testimony in the above-referenced case:

1. Rule 30(b)(6) Designee(s)
DMA Claims Management, Inc. ("DMA")
c/o Robert E. Schumacher, Esq.
John F. Schneringer, Esq.
Gordon Rees Scully Mansukhani LLP
300 South 4th Street, Suite 1550
Las Vegas, Nevada 89101
(702) 577-9319

The Rule 30(b)(6) Designee(s) for DMA is expected to testify as to his/her knowledge of facts and circumstances surrounding the subject litigation and any other matters relevant to this action.

2. Rebecca Perez
DMA Claims Management, Inc.
c/o Robert E. Schumacher, Esq.
John F. Schneringer, Esq.
Gordon Rees Scully Mansukhani LLP
300 South 4th Street, Suite 1550
Las Vegas, Nevada 89101
(702) 577-9319

Rebecca Perez is expected to testify as to her knowledge of her involvement with the claims handling underlying the vehicular collision that occurred on April 28, 2015, including any communications she had with Diane Sanchez's counsel, Blas Bon, and Windhaven/NBIS.

3. DeLawrence Templeton
Address presently unknown

DeLawrence Templeton is expected to testify as to his knowledge of his involvement with the claims handling underlying the vehicular collision that occurred on April 28, 2015, including any communications he had with Diane Sanchez's counsel, Blas Bon, and Windhaven/NBIS.

///

- 1 4. Custodian of Records
2 DMA Claims Management, Inc.
3 c/o Robert E. Schumacher, Esq.
4 **John F. Schneringer, Esq.**
5 Gordon Rees Scully Mansukhani LLP
6 300 South 4th Street, Suite 1550
7 Las Vegas, Nevada 89101
8 (702) 577-9319

9 The Custodian of Records for DMA is expected to testify that the records produced were
10 made and kept in the course of regularly conducted business activity; that the records produced
11 were records routinely made and kept in the course of business, in the business's usual practice;
12 that the records produced were records made at or near the time of the event that it records; and
13 that the records produced were records made by a person with knowledge, or from information
14 transmitted by a person with knowledge, and who reported such knowledge in the regular course
15 of business.

- 16 5. Rule 30(b)(6) Designee(s)
17 Windhaven National Insurance Company
18 f/k/a ATX Premier Insurance Company ("Windhaven")
19 c/o Christopher D. Phipps, Esq.
20 John H. Podesta, Esq.
21 Wilson Elser Moskowitz Edelman & Dicker LLP
22 **6689 Las Vegas Boulevard South, Suite 200**
23 **Las Vegas, Nevada 89119**
24 **(702) 727-1400**

25 The Rule 30(b)(6) Designee(s) for Windhaven is expected to testify as to his/her
26 knowledge of facts and circumstances surrounding the subject litigation and any other matters
27 relevant to this action.

- 28 6. Arnice Daniels
 Address and contact information currently unknown

 Upon information and belief, Arnice Daniels is a former employee of NBIS Construction
and Transport Insurance Services, Inc. Ms. Daniels is expected to testify as to her knowledge of
her involvement with the claims handling underlying the vehicular collision that occurred on
April 28, 2015, including any communications she had with Diane Sanchez's counsel, Blas Bon,
DMA, and Windhaven/NBIS.

- 1 7. Cindy Blanco
2 NBIS Construction and Transport Insurance Services, Inc.
3 **c/o Joseph P. Garin, Esq.**
4 **Megan H. Thongkham, Esq.**
5 **Lipson Neilson P.C.**
6 **9900 Covington Cross Drive, Suite 120**
7 **Las Vegas, Nevada 89144**
8 **(702) 382-1500**

9 Cindy Blanco is expected to testify as to her knowledge of her involvement with the
10 claims handling related to the vehicular collision that occurred on April 28, 2015, including any
11 communications she had with Diane Sanchez's counsel, Blas Bon, DMA, and Windhaven/NBIS.

- 12 8. Art Kirkner
13 NBIS Construction and Transport Insurance Services, Inc.
14 **c/o Joseph P. Garin, Esq.**
15 **Megan H. Thongkham, Esq.**
16 **Lipson Neilson P.C.**
17 **9900 Covington Cross Drive, Suite 120**
18 **Las Vegas, Nevada 89144**
19 **(702) 382-1500**

20 Art Kirkner is expected to testify as to his knowledge of his involvement with the claims
21 handling underlying the vehicular collision that occurred on April 28, 2015, including any
22 communications he had with Diane Sanchez's counsel, Blas Bon, DMA, and Windhaven/NBIS.

- 23 9. Diane Sanchez
24 c/o Dennis M. Prince, Esq.
25 Kevin T. Strong, Esq.
26 Prince Law Group
27 10801 W. Charleston Boulevard
28 Suite 560
 Las Vegas, Nevada 89135
 (702) 534-7600

 Diane Sanchez is expected to testify as to her knowledge of facts and circumstances
surrounding the subject litigation and any other matters relevant to this action.

10. Paul D. Powell, Esq. and Rule 30(b)(6) Designee(s) of The Powell Law Firm
 8918 Spanish Ridge Avenue, Suite 100
 Las Vegas, NV 89148
 (702) 728-5500

 Paul D. Powell is expected to testify as to his knowledge of facts and circumstances
surrounding the subject litigation and any other matters relevant to this action, including but not

1 limited to Diane Sanchez's attempt to serve Blas Bon with process in *Sanchez v. Bon*, Case No.
2 A-15-722815-C, the circumstances leading to entry of the default judgment against Blas Bon,
3 and any communications he had with DMA, Windhaven, or NBIS.

4 11. Dennis M. Prince, Esq. and Rule 30(b)(6) Designee(s) of Prince Law Group
5 10801 West Charleston Boulevard, Suite 560
6 Las Vegas, NV 89135
(702) 534-7600

7 Dennis M. Prince is expected to testify as to his knowledge of facts and circumstances
8 surrounding the subject litigation and any other matters relevant to this action, including but not
9 limited to Diane Sanchez's attempt to serve Blas Bon with process in *Sanchez v. Bon*, Case No.
10 A-15-722815-C, the circumstances leading to entry of the default judgment against Blas Bon,
11 and any communications he had with DMA, Windhaven, or NBIS.

12 12. Blas Bon
13 Address currently unknown

14 Blas Bon is expected to testify as to his knowledge of facts and circumstances
15 surrounding the subject litigation and any other matters relevant to this action, including but not
16 limited to any attempted service of process upon him related to the April 28, 2015 vehicular
17 collision, his communications with Diane Sanchez's counsel, DMA, Windhaven, and NBIS.

18 13. Hipolito Cruz
19 Address currently unknown

20 Hipolito Cruz is expected to testify as to his knowledge of his involvement with the
21 claims handling underlying the vehicular collision that occurred on April 28, 2015, including any
22 communications he had with Blas Bon, DMA, and Windhaven/NBIS.

23 14. Donna Mae Evans
24 Address currently unknown

25 Donna Mae Evans is expected to testify as to her knowledge of the vehicular collision
26 that occurred on April 28, 2015, including any communications she had with Diane Sanchez,
27 Diane Sanchez's counsel, and any settlement reached with Diane Sanchez, Joseph Acosta, and/or
28 Wilfredo Acosta.

1 15. Joseph Acosta
2 Address currently unknown

3 Joseph Acosta is expected to testify as to his knowledge of the vehicular collision that
4 occurred on April 28, 2015, including any communications he had with Diane Sanchez, Diane
5 Sanchez's counsel, and Donna Mae Evans, and any settlement reached with Diane Sanchez,
6 and/or Donna Mae Evans.

7 16. Wilfredo Acosta
8 Address currently unknown

9 Wilfredo Acosta is expected to testify as to his knowledge of the vehicular collision that
10 occurred on April 28, 2015, including any communications he had with Diane Sanchez, Diane
11 Sanchez's counsel, and Donna Mae Evans, and any settlement reached with Diane Sanchez,
12 and/or Donna Mae Evans.

13 **MEDICAL PROVIDERS OF DIANE SANCHEZ**

14 17. NRCP 30(b)(6) Representative(s)
15 Align Chiropractic St. Rose
16 9975 S. Eastern Avenue, Unit 105A
17 Las Vegas, NV 89183
18 (702) 293-9100

19 This witness is expected to testify as to his/her knowledge of the facts and circumstances
20 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
21 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
22 other matters relevant to this action.

23 18. Ryan Kissling, DC
24 Align Chiropractic St. Rose
25 9975 S. Eastern Avenue, Unit 105A
26 Las Vegas, NV 89183
27 (702) 293-9100

28 Dr. Kissling is a chiropractor and is expected to testify as to his knowledge of the facts
and circumstances surrounding the subject litigation, including the medical care provided to
Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on

1 April 28, 2015 and any other matters relevant to this action.

2 19. Custodian of Records
3 Align Chiropractic St. Rose
4 9975 S. Eastern Avenue, Unit 105A
5 Las Vegas, NV 89183
(702) 293-9100

6 The Custodian of Records for Align Chiropractic is expected to testify that the records
7 were made and kept in the course of regularly conducted business activity; that the records were
8 records routinely made and kept in the course of business, in the business's usual practice; that
9 the records were made at or near the time of the event that it records; and that the records
10 produced were records made by a person with knowledge, or from information transmitted by a
11 person with knowledge, and who reported such knowledge in the regular course of business.

12 20. NRCP 30(b)(6) Representative(s)
13 Family Doctors of Green Valley
14 291 North Pecos Rd.
Henderson, NV 89074
(702) 616-9471

15 This witness is expected to testify as to his/her knowledge of the facts and circumstances
16 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
17 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
18 other matters relevant to this action.

19 21. Ravi Ramanathan, MD
20 Family Doctors of Green Valley
21 291 North Pecos Rd.
Henderson, NV 89074
22 (702) 616-9471

23 Dr. Ramanathan is expected to testify as to his knowledge of the facts and circumstances
24 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
25 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
26 other matters relevant to this action.

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1 22. Beraldo Vazquez, MD
2 Family Doctors of Green Valley
3 291 North Pecos Rd.
4 Henderson, NV 89074
5 (702) 616-9471

6 Dr. Vazquez is expected to testify as to his knowledge of the facts and circumstances
7 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
8 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
9 other matters relevant to this action.

10 23. Custodian of Records
11 Family Doctors of Green Valley
12 291 North Pecos Rd.
13 Henderson, NV 89074
14 (702) 616-9471

15 The Custodian of Records for Family Doctors of Green Valley is expected to testify that
16 the records were made and kept in the course of regularly conducted business activity; that the
17 records were records routinely made and kept in the course of business, in the business's usual
18 practice; that the records were made at or near the time of the event that it records; and that the
19 records produced were records made by a person with knowledge, or from information
20 transmitted by a person with knowledge, and who reported such knowledge in the regular course
21 of business.

22 24. Clifford Tao, DC
23 PO Box 53093
24 Irvine, CA 92619

25 Dr. Tao is a chiropractor and is expected to testify as to his knowledge of the facts and
26 circumstances surrounding the subject litigation, including the medical care provided to Diane
27 Sanchez relating to her injuries sustained from the vehicular collision that occurred on April 28,
28 2015, his second opinion interpretation of Sanchez's MRI of the lumbar spine and any other
 matters relevant to this action.

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1 25. Custodian of Records
2 Clifford Tao, DC
3 PO Box 53093
 Irvine, CA 92619

4 The Custodian of Records for Clifford Tao, DC is expected to testify that the records
5 were made and kept in the course of regularly conducted business activity; that the records were
6 records routinely made and kept in the course of business, in the business's usual practice; that
7 the records were made at or near the time of the event that it records; and that the records
8 produced were records made by a person with knowledge, or from information transmitted by a
9 person with knowledge, and who reported such knowledge in the regular course of business.

10 26. NRCP 30(b)(6) Representative(s)
11 Khavkin Clinic
12 653 N. Town Center Drive, #602
13 Las Vegas, NV 89144
 (702) 888-1188

14 This witness is expected to testify as to his/her knowledge of the facts and circumstances
15 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
16 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
17 other matters relevant to this action.

18 27. Yevgeniy Khavkin, MD
19 Khavkin Clinic
20 653 N. Town Center Drive, #602
21 Las Vegas, NV 89144
 (702) 888-1188

22 Dr. Khavkin is a neurosurgeon and is expected to testify as to his knowledge of the facts
23 and circumstances surrounding the subject litigation, including the medical care provided to
24 Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on
25 April 28, 2015, the spine surgery he performed on Sanchez on July 27, 2015 and any other
26 matters relevant to this action.

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1 28. Ippei Takagi, MD
2 Khavkin Clinic
3 653 N. Town Center Drive, #602
4 Las Vegas, NV 89144
5 (702) 888-1188

6 Dr. Takagi is expected to testify as to his knowledge of the facts and circumstances
7 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
8 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
9 other matters relevant to this action.

10 29. Custodian of Records
11 Khavkin Clinic
12 653 N. Town Center Drive, #602
13 Las Vegas, NV 89144
14 (702) 888-1188

15 The Custodian of Records for Khavkin Clinic is expected to testify that the records were
16 made and kept in the course of regularly conducted business activity; that the records were
17 records routinely made and kept in the course of business, in the business's usual practice; that
18 the records were made at or near the time of the event that it records; and that the records
19 produced were records made by a person with knowledge, or from information transmitted by a
20 person with knowledge, and who reported such knowledge in the regular course of business.

21 30. NRCP 30(b)(6) Representative(s)
22 Centennial Hills Hospital Medical Center
23 6900 North Durango Drive
24 Las Vegas, NV 89149
25 (702) 835-9700

26 This witness is expected to testify as to his/her knowledge of the facts and circumstances
27 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
28 to her injuries sustained from the vehicular collision that occurred on April 28, 2015, the spine
29 surgery performed by Dr. Khavkin at Centennial Hills Hospital on July 27, 2015 and admission
30 until July 28, 2015 and any other matters relevant to this action.

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1 31. Custodian of Records
2 Centennial Hills Hospital Medical Center
3 6900 North Durango Drive
4 Las Vegas, NV 89149
5 (702) 835-9700

6 The Custodian of Records for Centennial Hills Hospital Medical Center is expected to
7 testify that the records were made and kept in the course of regularly conducted business
8 activity; that the records were records routinely made and kept in the course of business, in the
9 business's usual practice; that the records were made at or near the time of the event that it
10 records; and that the records produced were records made by a person with knowledge, or from
11 information transmitted by a person with knowledge, and who reported such knowledge in the
12 regular course of business.

13 32. NRCP 30(b)(6) Representative(s)
14 Monitoring Associates, LLC/ Neuromonitoring Associates
15 7455 W. Washington Avenue, #302
16 Las Vegas, NV 89128
17 (855) 864-4322

18 This witness is expected to testify as to his/her knowledge of the facts and circumstances
19 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
20 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
21 other matters relevant to this action.

22 33. Custodian of Records
23 Monitoring Associates, LLC/ Neuromonitoring Associates
24 7455 W. Washington Avenue, #302
25 Las Vegas, NV 89128
26 (855) 864-4322

27 The Custodian of Records for Monitoring Associates is expected to testify that the
28 records were made and kept in the course of regularly conducted business activity; that the
records were records routinely made and kept in the course of business, in the business's usual
practice; that the records were made at or near the time of the event that it records; and that the
records produced were records made by a person with knowledge, or from information

transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

34. Simon J. Farrow, MD
2655 Box Canyon Drive #110
Las Vegas, NV 89128
(702) 367-3400

Dr. Farrow is expected to testify as to his knowledge of the facts and circumstances surrounding the subject litigation, including the medical care provided to Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any other matters relevant to this action.

35. Custodian of Records
Simon J. Farrow, MD
2655 Box Canyon Drive #110
Las Vegas, NV 89128
(702) 367-3400

The Custodian of Records for Dr. Farrow is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

36. NRCP 30(b)(6) Representative(s)
Wellhealth Life and Wellness Center
Address currently unknown

This witness is expected to testify as to his/her knowledge of the facts and circumstances surrounding the subject litigation, including the medical care provided to Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any other matters relevant to this action.

37. Custodian of Records
Wellhealth Life and Wellness Center
Address currently unknown

1 The Custodian of Records for Wellhealth Life and Wellness Center is expected to testify
2 that the records were made and kept in the course of regularly conducted business activity; that
3 the records were records routinely made and kept in the course of business, in the business's
4 usual practice; that the records were made at or near the time of the event that it records; and that
5 the records produced were records made by a person with knowledge, or from information
6 transmitted by a person with knowledge, and who reported such knowledge in the regular course
7 of business.

8 38. NRCP 30(b)(6) Representative(s)
9 Orthopedic Motion, Inc.
10 653 N. Town Center Drive, #507
11 Las Vegas, NV 89144
12 (702) 697-7070

13 This witness is expected to testify as to his/her knowledge of the facts and circumstances
14 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
15 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
16 other matters relevant to this action.

17 39. Custodian of Records
18 Orthopedic Motion, Inc.
19 653 N. Town Center Drive, #507
20 Las Vegas, NV 89144
21 (702) 697-7070

22 The Custodian of Records for Orthopedic Motion is expected to testify that the records
23 were made and kept in the course of regularly conducted business activity; that the records were
24 records routinely made and kept in the course of business, in the business's usual practice; that
25 the records were made at or near the time of the event that it records; and that the records
26 produced were records made by a person with knowledge, or from information transmitted by a
27 person with knowledge, and who reported such knowledge in the regular course of business.

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1 40. NRCF 30(b)(6) Representative(s)
2 Interventional Pain and Spine Institute
3 851 S. Rampart Boulevard, Suite 100
4 Las Vegas, NV 89145
5 (702) 357-8004

6 This witness is expected to testify as to his/her knowledge of the facts and circumstances
7 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
8 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
9 other matters relevant to this action.

10 41. Hans-Jorg W. Rosler, MD
11 Interventional Pain and Spine Institute
12 851 S. Rampart Boulevard, Suite 100
13 Las Vegas, NV 89145
14 (702) 357-8004

15 Dr. Rosler is expected to testify as to his knowledge of the facts and circumstances
16 surrounding the subject litigation, including the medical care provided to Diane Sanchez-Lazo
17 relating to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and
18 any other matters relevant to this action.

19 42. Annemarie Gallagher, MD
20 Interventional Pain and Spine Institute
21 851 S. Rampart Boulevard, Suite 100
22 Las Vegas, NV 89145
23 (702) 357-8004

24 Dr. Gallagher is expected to testify as to her knowledge of the facts and circumstances
25 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
26 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
27 other matters relevant to this action.

28 43. Andrew Hall, MD
 Interventional Pain and Spine Institute
 851 S. Rampart Boulevard, Suite 100
 Las Vegas, NV 89145
 (702) 357-8004

Dr. Hall is expected to testify as to his knowledge of the facts and circumstances surrounding the subject litigation, including the medical care provided to Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any other matters relevant to this action.

44. Custodian of Records
Interventional Pain and Spine Institute
851 S. Rampart Boulevard, Suite 100
Las Vegas, NV 89145
(702) 357-8004

The Custodian of Records for Interventional Pain and Spine Institute is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

45. NRCP 30(b)(6) Representative(s)
PBS Anesthesia
7250 Peak Drive, Suite 100
Las Vegas, NV 89128
(702) 386-4700

This witness is expected to testify as to his/her knowledge of the facts and circumstances surrounding the subject litigation, including the medical care provided to Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on April 28, 2015, anesthesia services for various interventional pain management injections performed on April 19, 2016 and July 5, 2016 and any other matters relevant to this action.

46. Custodian of Records
PBS Anesthesia
7250 Peak Drive, Suite 100
Las Vegas, NV 89128
(702) 386-4700

1 The Custodian of Records for PBS Anesthesia is expected to testify that the records were
2 made and kept in the course of regularly conducted business activity; that the records were
3 records routinely made and kept in the course of business, in the business's usual practice; that
4 the records were made at or near the time of the event that it records; and that the records
5 produced were records made by a person with knowledge, or from information transmitted by a
6 person with knowledge, and who reported such knowledge in the regular course of business.

7 47. NRCP 30(b)(6) Representative(s)
8 Surgical Arts Center
9 9499 W. Charleston Boulevard
10 Las Vegas, NV 89117
(702) 933-3600

11 This witness is expected to testify as to his/her knowledge of the facts and circumstances
12 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
13 to her injuries sustained from the vehicular collision that occurred on April 28, 2015, the
14 interventional pain management injections and lumbar discography performed by Dr. Rosler at
15 Surgical Arts Center and any other matters relevant to this action.

16 48. Custodian of Records
17 Surgical Arts Center
18 9499 W. Charleston Boulevard
19 Las Vegas, NV 89117
(702) 933-3600

20 The Custodian of Records for Surgical Arts Center is expected to testify that the records
21 were made and kept in the course of regularly conducted business activity; that the records were
22 records routinely made and kept in the course of business, in the business's usual practice; that
23 the records were made at or near the time of the event that it records; and that the records
24 produced were records made by a person with knowledge, or from information transmitted by a
25 person with knowledge, and who reported such knowledge in the regular course of business.

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1 49. NRCP 30(b)(6) Representative(s)
2 Rapid Rehab
3 8751 W. Charleston Boulevard, #270
4 Las Vegas, NV 89117
5 (702) 982-2232

6 This witness is expected to testify as to his/her knowledge of the facts and circumstances
7 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
8 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
9 other matters relevant to this action.

10 50. Custodian of Records
11 Rapid Rehab
12 8751 W. Charleston Boulevard, #270
13 Las Vegas, NV 89117
14 (702) 982-2232

15 The Custodian of Records for Rapid Rehab is expected to testify that the records were
16 made and kept in the course of regularly conducted business activity; that the records were
17 records routinely made and kept in the course of business, in the business's usual practice; that
18 the records were made at or near the time of the event that it records; and that the records
19 produced were records made by a person with knowledge, or from information transmitted by a
20 person with knowledge, and who reported such knowledge in the regular course of business.

21 51. David J. Oliveri, MD
22 851 S. Rampart Boulevard, Suite 100
23 Las Vegas, NV 89145
24 (702) 357-8004

25 Dr. Oliveri is expected to testify as to his knowledge of the facts and circumstances
26 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
27 to her injuries sustained from the vehicular collision that occurred on April 28, 2015, the electro
28 diagnostic testing on Sanchez and any other matters relevant to this action.

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52. Custodian of Records
David J. Oliveri, MD
851 S. Rampart Boulevard, Suite 100
Las Vegas, NV 89145
(702) 357-8004

The Custodian of Records for Dr. Oliveri is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

53. Custodian of Records
Louis Mortillaro, Pd.D.
Address currently unknown

The Custodian of Records for Dr. Mortillaro is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

54. Custodian of Records
Western Regional Center for Brain & Spine Surgery
3061 S. Maryland Parkway, #200
Las Vegas, Nevada 89109
(702) 737-1948

The Custodian of Records for Western Regional Center for Brain & Spine Surgery is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from

1 information transmitted by a person with knowledge, and who reported such knowledge in the
2 regular course of business.

3 55. Jason E. Garber, MD
4 3012 S. Durango Drive
5 Las Vegas, NV 89117
(702) 835-0088

6 Dr. Garber is expected to testify as to his knowledge of the facts and circumstances
7 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
8 to her injuries sustained from the vehicular collision that occurred on April 28, 2015, the
9 artificial disc replacement surgery performed on Sanchez and any other matters relevant to this
10 action.

11 56. Custodian of Records
12 Jason E. Garber, MD
13 3012 S. Durango Drive
14 Las Vegas, NV 89117
(702) 835-0088

15 The Custodian of Records for Dr. Garber is expected to testify that the records were made
16 and kept in the course of regularly conducted business activity; that the records were records
17 routinely made and kept in the course of business, in the business's usual practice; that the
18 records were made at or near the time of the event that it records; and that the records produced
19 were records made by a person with knowledge, or from information transmitted by a person
20 with knowledge, and who reported such knowledge in the regular course of business.

21 57. NRCP 30(b)(6) Representative(s)
22 MML Physical Therapy
23 1815 E. Lake Mead Boulevard, Suite 200
24 Las Vegas, NV 89030
(702) 685-0440

25 This witness is expected to testify as to his/her knowledge of the facts and circumstances
26 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
27 to her injuries sustained from the vehicular collision that occurred on April 28, 2015, the
28 physical therapy treatment following her lumbar spine surgery with Dr. Garber and any other

1 matters relevant to this action.

2 58. Custodian of Records
3 MML Physical Therapy
4 1815 E. Lake Mead Boulevard, Suite 200
5 Las Vegas, NV 89030
(702) 685-0440

6 The Custodian of Records for MML Physical Therapy is expected to testify that the
7 records were made and kept in the course of regularly conducted business activity; that the
8 records were records routinely made and kept in the course of business, in the business's usual
9 practice; that the records were made at or near the time of the event that it records; and that the
10 records produced were records made by a person with knowledge, or from information
11 transmitted by a person with knowledge, and who reported such knowledge in the regular course
12 of business.

13 59. NRCP 30(b)(6) Representative(s)
14 Dura Medic, LLC
15 Address currently unknown

16 This witness is expected to testify as to his/her knowledge of the facts and circumstances
17 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
18 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
19 other matters relevant to this action.

20 60. Custodian of Records
21 Dura Medic, LLC
22 Address currently unknown

23 The Custodian of Records for Dura Medic is expected to testify that the records were
24 made and kept in the course of regularly conducted business activity; that the records were
25 records routinely made and kept in the course of business, in the business's usual practice; that
26 the records were made at or near the time of the event that it records; and that the records
27 produced were records made by a person with knowledge, or from information transmitted by a
28 person with knowledge, and who reported such knowledge in the regular course of business.

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1 61. NRCP 30(b)(6) Representative(s)
2 Surgical Anesthesia Services
3 8440 W. Lake Mead Boulevard, Suite 202
4 Las Vegas, NV 89128
5 (702) 395-1070

6 This witness is expected to testify as to his/her knowledge of the facts and circumstances
7 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
8 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
9 other matters relevant to this action.

10 62. Custodian of Records
11 Surgical Anesthesia Services
12 8440 W. Lake Mead Boulevard, Suite 202
13 Las Vegas, NV 89128
14 (702) 395-1070

15 The Custodian of Records for Surgical Anesthesia Services is expected to testify that the
16 records were made and kept in the course of regularly conducted business activity; that the
17 records were records routinely made and kept in the course of business, in the business's usual
18 practice; that the records were made at or near the time of the event that it records; and that the
19 records produced were records made by a person with knowledge, or from information
20 transmitted by a person with knowledge, and who reported such knowledge in the regular course
21 of business.

22 63. NRCP 30(b)(6) Representative(s)
23 General Vascular Specialists
24 7200 Cathedral Rock Drive
25 Las Vegas, NV 89128
26 (702) 228-8600

27 This witness is expected to testify as to his/her knowledge of the facts and circumstances
28 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
29 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
30 other matters relevant to this action.

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64. Earl D. Cottrell, MD
7200 Cathedral Rock Drive
Las Vegas, NV 89128
(702) 228-8600

Dr. Cottrell is expected to testify as to his knowledge of the facts and circumstances surrounding the subject litigation, including the medical care provided to Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any other matters relevant to this action.

65. Custodian of Records
General Vascular Specialists
7200 Cathedral Rock Drive
Las Vegas, NV 89128
(702) 228-8600

The Custodian of Records for General Vascular Specialists and/or Dr. Cottrell is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

66. NRCP 30(b)(6) Representative(s)
Valley Hospital Medical Center
620 Shadow Lane
Las Vegas, NV 89106
(702) 388-400

This witness is expected to testify as to his/her knowledge of the facts and circumstances surrounding the subject litigation, including the medical care provided to Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on April 28, 2015, the lumbar spine surgery performed by Dr. Garber at Valley Hospital on June 22, 2017, her admission until June 24, 2017 and any other matters relevant to this action.

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67. Custodian of Records
Valley Hospital Medical Center
620 Shadow Lane
Las Vegas, NV 89106
(702) 388-400

The Custodian of Records for Valley Hospital is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

68. NRCP 30(b)(6) Representative(s)
Paylater Pharmacy
1210 S. Valley View Boulevard, Suite 210
Las Vegas, NV 89102
(702) 852-6600

This witness is expected to testify as to his/her knowledge of the facts and circumstances surrounding the subject litigation, including the medical care provided to Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any other matters relevant to this action.

69. Custodian of Records
Paylater Pharmacy
1210 S. Valley View Boulevard, Suite 210
Las Vegas, NV 89102
(702) 852-6600

The Custodian of Records for Paylater Pharmacy is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

1 70. NRCP 30(b)(6) Representative(s)
2 Las Vegas Radiology
3 7500 Smoke Ranch Road
4 Las Vegas, NV 89128
5 (702) 254-5004

6 This witness is expected to testify as to his/her knowledge of the facts and circumstances
7 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
8 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
9 other matters relevant to this action.

10 71. Custodian of Records
11 Las Vegas Radiology
12 7500 Smoke Ranch Road
13 Las Vegas, NV 89128
14 (702) 254-5004

15 The Custodian of Records for Las Vegas Radiology is expected to testify that the records
16 were made and kept in the course of regularly conducted business activity; that the records were
17 records routinely made and kept in the course of business, in the business's usual practice; that
18 the records were made at or near the time of the event that it records; and that the records
19 produced were records made by a person with knowledge, or from information transmitted by a
20 person with knowledge, and who reported such knowledge in the regular course of business.

21 72. NRCP 30(b)(6) Representative(s)
22 Pueblo Medical Imaging
23 5495 S. Rainbow Boulevard, Suite 1010
24 Las Vegas, NV 89118
25 (702) 228-0031

26 This witness is expected to testify as to his/her knowledge of the facts and circumstances
27 surrounding the subject litigation, including the medical care provided to Diane Sanchez relating
28 to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any
29 other matters relevant to this action.

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73. Custodian of Records
Pueblo Medical Imaging
5495 S. Rainbow Boulevard, Suite 1010
Las Vegas, NV 89118
(702) 228-0031

The Custodian of Records for Pueblo Medical Imaging is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

74. NRCP 30(b)(6) Representative(s)
Steinberg Diagnostics
2767 N. Tenaya Way
Las Vegas, NV 89128
(702) 732-6000

This witness is expected to testify as to his/her knowledge of the facts and circumstances surrounding the subject litigation, including the medical care provided to Diane Sanchez relating to her injuries sustained from the vehicular collision that occurred on April 28, 2015 and any other matters relevant to this action.

75. Custodian of Records
Steinberg Diagnostics
2767 N. Tenaya Way
Las Vegas, NV 89128
(702) 732-6000

The Custodian of Records for Steinberg Diagnostics is expected to testify that the records were made and kept in the course of regularly conducted business activity; that the records were records routinely made and kept in the course of business, in the business's usual practice; that the records were made at or near the time of the event that it records; and that the records produced were records made by a person with knowledge, or from information transmitted by a

person with knowledge, and who reported such knowledge in the regular course of business.

76. Any and all witnesses identified by any other party to this litigation.

Additional subject areas of potential relevance, or additional individuals and/or entities with knowledge relevant to disputed facts, may be identified as this litigation proceeds. Discovery is continuing; therefore, DMA reserves the right to supplement this disclosure as necessary to name additional individuals and entities.

II.

LIST OF DOCUMENTS

Pursuant to NRCP 16.1(a)(1)(A)(ii) and based upon information reasonably available, DMA identifies the following documents, data compilations, and tangible things that may be used to support its claims and defenses:

#	DESCRIPTION	BATES
1.	All documents, including all pleadings, motions, filings, discovery, and hearing transcripts, in <i>Diane Sanchez v. Blas Bon</i> (Case No. A-15-722815-C)	None
2.	Claims Notes and File	None
3.	Claims File - (04-28-2015) Traffic Accident Report NHP 150402417 (Redacted)	DMA000001-DMA000011
4.	Claims File - (04-30-2015) Letter from Paul Powell, Esq. with Nevada Injury Lawyers to ATX Premier Insurance regarding representation of Diane Sanchez	DMA000012
5.	Claims File - (05-01-2015) Acknowledgment Letter from Blanca Payan with DMA Claims Services to Insured Hipolito Cruz	DMA000013
6.	Claims File - (05-04-2015) Mitigation Letter from Blanca Payan with AutoTex to Diane Sanchez	DMA000014
7.	Claims File - (05-14-2015) Acknowledgment Letter from DeLawrence Templeton with DMA Claims Services to Paul Powell with Nevada Injury Lawyers	DMA000015
8.	Claims File - (05-14-2015) Letter from DMA Claims Services to Diane Sanchez regarding Medicare ID	DMA000016-DMA000017
9.	Claims File - (05-26-2015) Letter from DeLawrence Templeton with DMA Claims Services to Insured Hipolito Cruz	DMA000018-DMA000019
10.	Claims File - (06-04-2015) Letter from Blanca Payan with AutoTex to Joseph Alexander Acosta	DMA000020
11.	Claims File - (06-04-2015) Letter from Blanca Payan with AutoTex to Blas Bon	DMA000021
12.	Claims File - (06-04-2015) Letter from Blanca Payan with AutoTex to Insured Hipolito Cruz	DMA000022

#	DESCRIPTION	BATES
13.	Claims File - (06-04-2015) Reservation of Rights Letter from Blanca Payan with AutoTex to Insured Hipolito Cruz	DMA000023- DMA000024
14.	Claims File - (06-04-2015) Letter from Blanca Payan with AutoTex to Diane Sanchez	DMA000025
15.	Claims File - (06-04-2015) Mitigation Letter from Blanca Payan with AutoTex to Diane Sanchez	DMA000026
16.	Claims File - (06-16-2015) Demand Letter from Paul Powell with Nevada Injury Lawyers on behalf of Diane Sanchez to DMA Claims Services (Redacted)	DMA000027- DMA000099
17.	Claims File - (07-10-2015) Letter from DeLawrence Templeton with DMA Claims Services to Paul Powell with Nevada Injury Lawyers	DMA000100
18.	Claims File - (07-17-2015) Denial Letter from DeLawrence Templeton with DMA Claims Services to Paul Powell with Nevada Injury Lawyers	DMA000101
19.	Claims File - (08-08-2015) Letter from Paul Powell with The Powell Law Firm to DeLawrence Templeton/ATX Premier Insurance	DMA000102- DMA000104
20.	Claims File - Hipolito Cruz Policy Information (Redacted)	DMA000105- DMA000108
21.	Claims File - Hipolito Cruz Endorsement Declaration Page with ATX Premier Insurance Company (Redacted)	DMA000109- DMA000115
22.	Claims File - Claim Status Report	DMA000116- DMA000121
23.	Claims File - Summary for Claim #: DMA-0147074 (Redacted)	DMA000122- DMA000138
24.	Claims File - (05-05-2015) ISO ClaimSearch (Redacted)	DMA000139- DMA000145
25.	Claims File - (05-14-2015) ISO ClaimSearch (Redacted)	DMA000146- DMA000151
26.	Claims File - (06-29-2016) Email from Rebecca Perez to Arnice Daniels attaching Default Notice	DMA000152- DMA000158
27.	Claims File - (08-07-2015) Diane Sanchez Complaint (<i>Diane Sanchez v. Blas Bon</i> , Case No. A-15-722815-C)	DMA000159- DMA000164
28.	Claims File - (12-01-2015) Joseph Acosta's Answer to Complaint and Cross-Claim Against Blas Bon (<i>Diane Sanchez v. Blas Bon</i> , Case No. A-15-722815-C)	DMA000165- DMA000174
29.	Claims File - (06-22-2016) Notice of Entry of Default Against Blas Bon (<i>Diane Sanchez v. Blas Bon</i> , Case No. A-15-722815-C)	DMA000175- DMA000180
30.	DMA Insurance Policy No. 652095129 with Columbia Casualty Company (Redacted)	DMA000181- DMA000217
31.	NBIS and DMA Agreements and Addendums	DMA000218- DMA000231
32.	NBIS/ATX claims to DMA (Redacted)	DMA000232- DMA000254

#	DESCRIPTION	BATES
33.	NBIS - Revenue 2015-2021/NBIS TPA - IL Corp Revenue	DMA000255- DMA000278
34.	NBIS - Revenue 2015-2021/ NBIS - CA Corp Revenue	DMA000279- DMA000281
35.	NBIS - Revenue 2015-2021/ NBIS Subrogation Recoveries	DMA000282
36.	(12-06-2021) Declaration of Charles Ohl	DMA000283- DMA000285

DMA reserves the right to supplement this production of documents and the right to use any documents or tangible things identified by any party to this action in support of its case in chief, rebuttal and/or impeachment.

Discovery is ongoing and DMA reserves the right to amend and supplement this disclosure as additional information becomes available during the course of discovery, through and including the time of trial.

III.

COMPUTATION OF DAMAGES

Pursuant to NRCP 16.1(a)(1)(A)(iv), DMA seeks recovery of its attorneys' fees, costs and expenses. DMA reserves the right to amend and supplement this statement of damages as additional information becomes available during the course of discovery, through and including the time of trial.

IV.

INSURANCE

Pursuant to NRCP 16.1(a)(1)(A)(v), **DMA is insured by Columbia Casualty Company, Policy No. 652095129. Refer to DMA000181-DMA000217 for copy of insurance agreement.** DMA reserves the right to amend and/or supplement this statement of insurance as additional information becomes available during the course of discovery, through and including the time of trial.

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V.

PRIVILEGE/OBJECTION LOG

The following documents are partially and/or fully redacted and/or withheld from production pursuant to NRCPC 26(b)(5) and based on the reasons indicated below:

BATES	DESCRIPTION	PRIVILEGE/OBJECTION
None	Claims Notes and File	Withheld pursuant to Order Appointing Liquidator, Permanent Injunction and Notice of Automatic Stay entered in a case pending in the District Court of Travis County, Texas, 419 th Judicial District, <i>The State of Texas v. Windhaven National Insurance Company</i> , Cause No. D-1 GN-20-001052
DMA000004-DMA000006; DMA000008; DMA000010	Traffic Accident Report containing DOB, addresses, phone numbers and vehicle identification numbers	Confidential Personal Identifying Information 2 CFR § 200.79; NRS 205.4617(1)(a); Confidential Personal Information NRS 603A.040
DMA000029-DMA000037; DMA000040; DMA000042; DMA000044; DMA000046; DMA000048; DMA000050; DMA000052; DMA000054; DMA000056; DMA000059; DMA000065-DMA000066; DMA000070-DMA000078; DMA000080; DMA000083-DMA000088; DMA000090-DMA000099	Sanchez Demand Letter with attachments (traffic accident report and medical records) containing DOB, addresses, phone numbers and vehicle identification numbers	Confidential Personal Identifying Information 2 CFR § 200.79; NRS 205.4617(1)(a); Confidential Personal Information NRS 603A.040
DMA000105; DMA000107-DMA000108	Hipolito Cruz Policy Information containing address, phone number and vehicle identification numbers	Confidential Personal Identifying Information 2 CFR § 200.79; NRS 205.4617(1)(a); Confidential Personal Information NRS 603A.040
DMA000109-DMA000115	Hipolito Cruz Endorsement Declaration Page containing address, DOB, driver license numbers, vehicle identification numbers	Confidential Personal Identifying Information 2 CFR § 200.79; NRS 205.4617(1)(a); Confidential Personal Information NRS 603A.040
DMA000122-DMA000125; DMA000128-DMA000129	Summary for Claim #: DMA-0147074 containing addresses, phone numbers, DOB, vehicle identification numbers	Confidential Personal Identifying Information 2 CFR § 200.79; NRS 205.4617(1)(a); Confidential Personal Information NRS 603A.040

BATES	DESCRIPTION	PRIVILEGE/OBJECTION
DMA000141-DMA000145; DMA000147-DMA000151	ISO ClaimSearch containing addresses, phone numbers, DOB, vehicle identification numbers	Confidential Personal Identifying Information 2 CFR § 200.79; NRS 205.4617(1)(a); Confidential Personal Information NRS 603A.040
DMA000184	DMA insurance policy	Confidential Premium Information
DMA000232-DMA000254	NBIS - ATX claims to DMA	Confidential Non-Party Information

DMA reserves the right to amend and/or supplement this privilege/objection log as
necessary.

Date: December 8, 2021

**GORDON REES SCULLY
MANSUKHANI, LLP**

By: */s/ John F. Schneringer*

ROBERT E. SCHUMACHER, ESQ.
Nevada Bar No. 7504
JOHN F. SCHNERINGER, ESQ.
Nevada Bar No. 13622
300 South Fourth Street, Suite 1550
Las Vegas, NV 89101
*Attorneys for Defendant/Cross-Defendant,
DMA CLAIMS MANAGEMENT, INC.
erroneously sued as DMA CLAIMS INC.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of December 2021, I served a true and correct copy of the foregoing **DMA CLAIMS MANAGEMENT, INC.'S FIRST SUPPLEMENT TO INITIAL DISCLOSURES** via the Court's Electronic Filing/Service system upon all the parties on the E-Service Master List:

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and NBIS Construction & Transport
Insurance Services, Inc.**

/s/ Andrea Montero

An employee of GORDON REES SCULLY
MANSUKHANI LLP

EXHIBIT 13

(Submitted *In Camera*)

EXHIBIT 14

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

KELLEY HAYES, as Natural

parent of Minor, I.R.,

Plaintiff,

vs.

No. 2:18-cv-01938-GMN-NJK

ATX PREMIER INSURANCE

COMPANY; NATIONSBUILDERS

INSURANCE SERVICES, INC.,

DMA CLAIMS MANAGEMENT, INC.,

Defendants.

_____/

VIDEOTAPED DEPOSITION OF ARTHUR KIRKNER

Las Vegas, Nevada

Thursday, August 29, 2019

Reported by:

BARBARA CLARK

CCR No. 953

Job No. 3489827

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

KELLEY HAYES, as Natural
parent of Minor, I.R.,
Plaintiff,

vs.

No. 2:18-cv-01938-GMN-NJK

ATX PREMIER INSURANCE
COMPANY; NATIONSBUILDERS
INSURANCE SERVICES, INC.,
DMA CLAIMS MANAGEMENT, INC.,
Defendants.

_____/

Videotaped Deposition of ARTHUR KIRKNER,
taken on behalf of Plaintiff, at 300 South 4th Street,
11th Floor, Las Vegas, Nevada, beginning at 9:01 a.m.
and ending at 1:10 p.m., on Thursday, August 29, 2019,
before BARBARA CLARK, Certified Court Reporter No. 953.

1 APPEARANCES:

2

3 For Plaintiff:

4 CRAIG P. KENNY & ASSOCIATES

5 BY: LAWRENCE E. MITTIN

6 Attorney at Law

7 501 South 8th Street

8 Las Vegas, Nevada 89101

9 (702) 380-2800

10 lmittin@cpklaw.com

11

12 For Defendant, NationsBuilders Insurance Services,

13 Inc.:

14 WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER

15 BY: JOHN PODESTA

16 Attorney at Law

17 525 Market Street, 17th Floor

18 San Francisco, California 94105

19 (415) 433-0990

20 john.podesta@wilsonelser.com

21

22

23 ///

24 ///

25 ///

1 (Appearances continued):

2

3 For Defendant, DMA Claims Management, Inc.:

4 GORDON REES SCULLY MANSUKHANI, LLP

5 BY: WING YAN WONG

6 300 South 4th Street, Suite 1550

7 Las Vegas, Nevada 89101

8 (702) 577-9300

9 rschumacher@grsm.com

10

11 Also Present:

12 John Seymore, Videographer

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WITNESS

ARTHUR KIRKNER

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BY MR. MITTIN

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EXHIBITS

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Exhibit 8 Letter dated March 16, 2015

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Exhibit 9 Letter dated October 2, 2015

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1 Las Vegas, Nevada, Thursday, August 29, 2019

2 9:01 a.m.

3
4
5 THE VIDEOGRAPHER: Good morning. We are going
6 on the record. The time is 9:01 a.m., on Thursday,
7 August 29, 2019. Please note that the microphones are
8 sensitive and may pick up whispering, private
9 conversations and cellular interference. Please turn
10 off all cellphones or place them away from the
11 microphones as they can interfere with the deposition
12 audio. Audio and video recording will continue to take
13 place unless all parties agree to go off the record.

14 This is Media Unit 1 of the video recorded
15 deposition of Art Kirkner taken by counsel for the
16 plaintiff in the matter of Kelley Hayes versus ATX
17 Premier Insurance Company, filed in the United States
18 District Court, District of Nevada, Case Number
19 2:18-cv-01938-GMN-NJK.

20 This deposition is being held at Wilson Elser,
21 located at 300 South 4th Street, 11th floor, Las Vegas,
22 Nevada. My name is John Seymore from the firm Veritext
23 Legal Solutions, and I'm the videographer. The court
24 reporter is Barbara Clark from the firm Veritext Legal
25 Solutions. I am not authorized to administer an oath.

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1	I'm not related to any party in this action, nor am I	08:59:58
2	financially interested in the outcome.	09:00:01
3	All present in the room and anyone attending	09:00:01
4	remotely will now state their appearance and	09:00:06
5	affiliation for the record. If there are any	09:00:08
6	objections to proceeding, please state them at the time	09:00:10
7	of your appearance beginning with the noticing	09:00:13
8	attorney.	09:00:14
9	MR. MITTIN: My name is Lawrence Mittin. I'm	09:00:14
10	an attorney with Craig Kenny & Associates. I represent	09:00:19
11	the Plaintiff, Kelley Hayes, who's the mother of minor,	09:00:20
12	Isabella Regalado. Isabella Regalado is the daughter	09:00:20
13	of Mario Regalado.	09:00:20
14	MS. WONG: I'm Wing Yan Wong. I'm the	09:00:30
15	attorney for DMA Claims Management, Inc.	09:00:31
16	MR. PODESTA: John Podesta, Wilson Elser.	09:00:33
17	Attorneys for ATX Premier and NBIS, and representing	09:00:37
18	the witness here today.	09:00:42
19	THE VIDEOGRAPHER: Can the court reporter	
20	please swear in the witness.	
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23	///	
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ARTHUR KIRKNER,
having been administered an oath, was examined and
testified as follows:

EXAMINATION

09:00:54
BY MR. MITTIN: 09:00:54
Q Hi, sir. Can you please state your full name 09:00:55
for the record and spell your last name. 09:00:58
A My name is Arthur Peyton Kirkner, 09:01:01
K-I-R-K-N-E-R. 09:01:06
Q And I know you kindly said before we met I can 09:01:06
call you Art. 09:01:12
A Oh, yeah, please. 09:01:13
Q Okay. 09:01:13
A Yes. 09:01:14
Q Thank you, sir. 09:01:14
Art, have you ever had your deposition taken 09:01:14
before? 09:01:17
A Yeah, many years ago. 09:01:19
Q I know you might have met with your counsel, 09:01:20
would you be okay if I just went over what we call the 09:01:23
basic admonitions with you, or you think you don't need 09:01:26
that? Whatever you're most comfortable with. 09:01:28
A That would be fine. It's up to my counsel. 09:01:31

1 Q Okay. All right. Thank you. 09:11:06

2 When you got your license for Nevada, did you 09:11:09

3 have to take any tests or anything? 09:11:12

4 A No. 09:11:14

5 Q Okay. What about for Georgia? 09:11:15

6 A Yes, I had to take a test for Georgia. 09:11:17

7 Q If you recall, what would the test entail? If 09:11:20

8 you recall. I mean -- 09:11:29

9 A Well, it was a couple hours. They ask various 09:11:29

10 questions regarding different types of lines of 09:11:33

11 business and coverage between commercial lines, 09:11:36

12 personal lines, automobile, general liability, 09:11:41

13 homeowners, farmowners, and then also the Georgia 09:11:44

14 insurance regulations, if I recall correctly. 09:11:51

15 Q For Nevada, you didn't have to take a test, 09:11:57

16 did you just like fill a form out and submit your 09:12:04

17 Georgia registration? 09:12:07

18 A Yes. I was a -- I had an adjuster license in 09:12:09

19 good standing in Georgia and it was -- I was awarded 09:12:12

20 the Nevada nonresident adjuster license, correct. 09:12:17

21 Q It was like a reciprocity? 09:12:22

22 A I believe it would be, yes. 09:12:24

23 Q All right. Thank you, sir. 09:12:26

24 What is NationsBuilders Insurance Services, in 09:12:33

25 terms of what type of company is it? 09:12:37

1	A	NationsBuilders Insurance Services is a	09:12:39
2		holding company.	09:12:44
3	Q	Okay. It is not an insurance company?	09:12:44
4	A	It is not.	09:12:45
5	Q	Because there is another company with	09:12:46
6		NationsBuilders in here, what I'm going to be doing for	09:12:55
7		the deposition is I'm going to be referring to	09:12:58
8		NationsBuilders Insurance Services, I'm going to call	09:12:58
9		it NBIS; is that okay?	09:13:02
10	A	Yes.	09:13:04
11	Q	Okay. Perfect. All right.	09:13:05
12		As a holding company overall, what is the	09:13:07
13		nature of what NBIS does, if you know?	09:13:11
14	A	My basic understanding of NBIS is that it's a	09:13:16
15		holding company. It has no employees, and it has a few	09:13:21
16		subsidiary companies.	09:13:28
17	Q	When you say "no employees", I know Arnice	09:13:30
18		Daniels was there at one point, correct?	09:13:34
19	A	Correct --	09:13:37
20		MR. PODESTA: Objection, but let's move on.	09:13:37
21		THE WITNESS: Oh, I'm sorry.	09:13:37
22		BY MR. MITTEN:	09:13:39
23	Q	Okay. So what would Arnice Daniels have been	09:13:39
24		for NBIS?	09:13:44
25	A	Nothing. She was not an employee of NBIS.	09:13:45

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1 handled properly, would you then tell the administrator 09:26:18
2 that that you were overseeing? 09:26:24
3 A If it came to my attention, I would. 09:26:26
4 Q Okay. And even though CTIS is not an 09:26:33
5 insurance company, can you explain to me again why it 09:26:42
6 would be bound by any Unfair Trade Practices Act or 09:26:51
7 duty of good faith and fair dealing, if -- the company 09:26:56
8 itself is not an insurance company, just so understand? 09:26:57
9 MR. PODESTA: Calls for a legal conclusion. 09:27:00
10 MS. WONG: Join. 09:27:05
11 BY MR. MITTIN: 09:27:05
12 Q Well, I think he said they're not -- I'm just 09:27:05
13 trying to find out why this company, if it's not an 09:27:06
14 insurance company, is bound by those things. That's 09:27:08
15 all I'm trying to find out, sir. If you know. 09:27:16
16 MR. PODESTA: Object as to the form of the 09:27:16
17 question. 09:27:19
18 THE WITNESS: I apologize. I'm just having 09:27:19
19 trouble trying to understand the question. 09:27:22
20 MR. MITTIN: No problem. 09:27:25
21 BY MR. MITTIN: 09:27:26
22 Q Did ATX Premier, as far as you know in 09:27:27
23 November 2014, did they actually have like a physical 09:27:33
24 location, the company itself? 09:27:35
25 A ATX Premier is just a paper company. It 09:27:36

1 question. 09:28:40

2 AutoTex had a separate contract and it was a 09:28:46

3 stand alone general agency, and it had a contract 09:28:49

4 directly with DMA. I am not clear on whose check stock 09:28:54

5 those claims would have been issued at that time. 09:28:59

6 When I became involved in my capacity with 09:29:05

7 CTIS, then my understanding is, is that any expenses 09:29:12

8 that were paid would be issued off of NBIS check stock. 09:29:23

9 Now, that's my understanding. I may not be accurate on 09:29:30

10 that because I didn't get involved in any of the 09:29:35

11 financial transactions or setting up loss funds or 09:29:39

12 accounts or any financial arrangements. 09:29:41

13 BY MR. MITTIN: 09:29:43

14 Q All right. Thank you, sir. 09:29:43

15 You've never been an employee of AutoTex, 09:29:45

16 correct? 09:29:48

17 A Never. 09:29:48

18 Q Okay. Is it fair to say in November of 2014, 09:29:49

19 that AutoTex and ATX would have been under the umbrella 09:30:03

20 of NBIS? Because I think you had said before that NBIS 09:30:10

21 owned both. 09:30:16

22 A I'll answer it the way I answered it before. 09:30:18

23 NBIS being a holding company, AutoTex GMA was a 09:30:20

24 subsidiary of NBIS. 09:30:26

25 Q Okay. And ATX Premier, was that a subsidiary? 09:30:27

1 A I'm not clear on the arrangement between ATX 09:30:30
2 Premier and AutoTex or NBIS Holding. 09:30:35
3 Q I thought -- you said AutoTex is a subsidiary 09:30:39
4 of NBIS, correct? 09:30:42
5 A Holding Company, correct. 09:30:44
6 Q ATX Premier, do you know if that was a 09:30:45
7 subsidiary of NBIS? 09:30:49
8 A I'm not -- I said I'm not clear on the 09:30:51
9 arrangement. 09:30:53
10 Q Okay. All right. No problem. 09:30:54
11 What about -- but during this time period of 09:30:55
12 2014, NBIS was -- I don't know if you want to call it a 09:30:57
13 subsidiary, or owned by this SunTx Capital Partners, is 09:31:03
14 that not correct? 09:31:09
15 MR. PODESTA: Well, objection. Misstates his 09:31:09
16 testimony. 09:31:09
17 BY MR. MITTIN: 09:31:13
18 Q Well, do you know? I'm not trying to -- I'm 09:31:13
19 trying to figure this out. That's all, sir. 09:31:15
20 A No. Once it gets past CTIS, I'm not all that 09:31:15
21 clear on the arrangements and all of that between NBIS 09:31:20
22 Holding and SunTx. 09:31:23
23 (Whereupon, Plaintiff's Exhibit 1 was 09:31:23
24 marked for identification.) 09:31:26
25 Q Okay. All right. We're going to go to the 09:31:26

1 first exhibit, and that would be -- it's a one-page 09:31:30
2 document. It's ATX Premier Insurance Company Policy 09:31:33
3 and it looks as if that -- it's hard to see the date 09:31:39
4 down below, but there's a date of 6/17/2016, and it 09:31:44
5 appears that you had signed this, I guess, before a 09:31:48
6 notary. This was a true and authentic copy of the 09:31:52
7 original declaration page of the ANV policy issued to 09:31:57
8 Tracy Miller. 09:32:01
9 Do you recall signing this? 09:32:04
10 A Yes. 09:32:07
11 Q Okay. Do you know why you had to certify this 09:32:07
12 document? 09:32:13
13 MR. PODESTA: Objection. It's not certified 09:32:14
14 necessarily, but that's okay -- actually, I take it 09:32:17
15 back. It does say certified. I take that back. 09:32:20
16 BY MR. MITTIN: 09:32:20
17 Q Do you know why you had to certify it? 09:32:34
18 A Excuse me. May I call you Larry?
19 Q Sure. Absolutely.
20 A Thank you. And can I get a drink of water?
21 Q Sure. Absolutely.
22 A I know it's on camera, but can I get a drink
23 of water?
24 Q Sure.
25 A I'm just fat and it's warm it here. That's

1 all.

2 Thank you.

3 Q No problem.

4 A Okay. So may I have the question again

5 regarding the certification?

6 MR. MITTIN: I apologize. Can you read that

7 back.

8 (Record read.)

9 THE WITNESS: My understanding is, is a 09:32:52

10 request was made for a certified copy of the policy, 09:32:53

11 and at this time I was the only person that was -- had 09:32:57

12 responsibility for the runoff claims that were 09:33:05

13 associated with the AutoTex agency and the ATX Premier 09:33:09

14 Insurance paper since those prior employees and those 09:33:18

15 executives were gone because of the sale. 09:33:27

16 BY MR. MITTIN: 09:33:31

17 Q With the signature at the bottom it says your 09:33:31

18 name, sir, and vice president of claims. 09:33:33

19 Is this something that somebody else would 09:33:35

20 have typed in? 09:33:37

21 A Yes. I signed it. 09:33:38

22 Q Do you know why they maybe didn't put down -- 09:33:39

23 identify that you work for CTIS? 09:33:42

24 MR. PODESTA: Calls for speculation. 09:33:45

25 /// 09:33:47

1	BY MR. MITTIN:	09:33:47
2	Q I'm just saying, sir, how would somebody who	09:33:48
3	looked at this document that you did, know that you	09:33:52
4	were not vice president for ATX Premier Insurance	09:33:55
5	Company?	09:33:59
6	MR. PODESTA: Calls for speculation as to what	09:33:59
7	somebody else was thinking.	09:34:02
8	MS. WONG: Join.	09:34:04
9	THE WITNESS: Am I supposed to answer the	09:34:06
10	question?	09:34:10
11	MR. PODESTA: Yeah.	09:34:10
12	THE WITNESS: I don't know.	09:34:10
13	MR. PODESTA: But -- sorry, wait. Unless I	09:34:10
14	instruct you not to answer, you need to try to answer	09:34:12
15	the question. If you want to have him restate it or	09:34:15
16	what have you, then you can have that conversation.	09:34:17
17	But unless I instruct not to answer, you're required to	09:34:17
18	answer.	09:34:21
19	THE WITNESS: Okay. I understand.	09:34:21
20	MR. PODESTA: Okay.	09:34:22
21	BY MR. MITTIN:	09:34:22
22	Q Wouldn't it have been clearer when you	09:34:23
23	certified this to the vice president of claims, CTIS	09:34:25
24	knew who you were vice president for as opposed to --	09:34:30
25	if you look at it this way, sir, it appears that you	09:34:31

1 are vice president for ATX Premier Insurance company. 09:34:37

2 MR. PODESTA: Is there a question? 09:34:41

3 MR. MITTIN: Yeah. I'm asking why he didn't 09:34:42

4 put down "CTIS". 09:34:43

5 THE WITNESS: Well, when I looked at it, it 09:34:45

6 just said vice president of claims and that's who I 09:34:47

7 was. I just assumed it was CTIS because we had the 09:34:50

8 runoff responsibility for these remaining claims prior 09:34:55

9 to the sale of AutoTex agency. 09:35:00

10 BY MR. MITTIN: 09:35:03

11 Q For the policy of itself with the dec page, 09:35:03

12 the insurance company for Ms. Miller for this vehicle 09:35:07

13 would have just been ATX Premier Insurance Company; is 09:35:10

14 that correct? 09:35:10

15 MR. PODESTA: Can you read that back. 09:35:10

16 (Record read.) 09:35:28

17 THE WITNESS: That's what it shows here on the 09:35:28

18 declarations page, yes. 09:35:32

19 BY MR. MITTIN: 09:35:32

20 Q There's nothing on here about AutoTex, 09:35:32

21 correct? 09:35:34

22 A No. 09:35:34

23 Q Have you been asked before to certify dec 09:35:36

24 pages before you did this one? 09:35:40

25 A Related to AutoTex or -- 09:35:43

1	A	Oh, I'm sorry. Yeah, I misunderstood the	09:43:39
2		question.	09:43:39
3	Q	I apologize, yeah.	09:43:39
4	A	Yeah. I am employed as the vice president of	09:43:43
5		claims for CTIS.	09:43:46
6	Q	Are you on the board of directors of any	09:43:48
7		companies?	09:43:51
8	A	I am not.	09:43:51
9	Q	As of the date of this loss, November 15,	09:43:56
10		2014, what companies were you employed with?	09:44:00
11	A	CTIS.	09:44:02
12	Q	Were you -- as of the same date, were you on	09:44:03
13		the board of directors of any companies?	09:44:06
14	A	No.	09:44:09
15	Q	As of November 15, 2014, was your job title	09:44:10
16		the same that it is today?	09:44:16
17	A	Yes.	09:44:19
18	Q	Were your job duties the same as it is today?	09:44:19
19	A	Yes.	09:44:24
20	Q	Okay. What is DMA?	09:44:25
21	A	DMA is a third-party claims administrator.	09:44:30
22	Q	Okay. DMA is not a company that is owned by	09:44:39
23		CTIS, correct?	09:44:43
24	A	Correct.	09:44:44
25	Q	Not owned by NBIS?	09:44:45

1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby certify:

3 That the foregoing proceedings were taken
4 before me at the time and place herein set forth; that
5 any witnesses in the foregoing proceedings, prior to
6 testifying, were placed under oath; that a verbatim
7 record of the proceedings was made by me using machine
8 shorthand which was thereafter transcribed under my
9 direction; further, that the foregoing is an accurate
10 transcription thereof.

11 I further certify that I am neither
12 financially interested in the action nor a relative or
13 employee of any attorney or any of the parties.

14 IN WITNESS WHEREOF, I have this date
15 subscribed my name.

16 Dated: September 3, 2019
17
18
19
20
21

22 Barbara A. Clark

BARBARA CLARK

23 CCR No. 953
24
25

EXHIBIT 15

No. **2309**

Exhibit D

OFFICIAL ORDER
of the
TEXAS COMMISSIONER OF INSURANCE

Date: FEB 22 2013

Subject Considered:

ATX Premier Insurance Company
Dallas, Texas
Sircon No. 08-75779

ADMISSION TO DO BUSINESS IN TEXAS
CONSENT ORDER

General remarks and official action taken:

On December 31, 2012, the commissioner of insurance issued Commissioner's Order No. 2162, which approved the application of ATX Premier Insurance Company for admission to do the business of insurance in Texas pursuant to Tex. Ins. Code Chapter 982 and redomestication to Texas pursuant to Tex. Ins. Code Chapter 983.

Staff for the Texas Department of Insurance (the department) and the duly authorized representative of ATX Premier Insurance Company, have consented to the entry of this Consent Order as evidenced by the signature hereto and request the commissioner of insurance to informally dispose of this matter pursuant to the provisions of TEX. INS. CODE § 36.104, TEX. GOV'T CODE § 2001.056, and 28 TEX. ADMIN. CODE § 1.47.

As contemplated in Order No. 2162, ATX Premier Insurance Company and the department agree to the following stipulations as a requirement for ATX Premier Insurance Company doing the business of insurance in Texas:

1. ATX Premier Insurance Company will submit, prior to executing, any and all reinsurance agreements for review and approval by the department.
2. ATX Premier Insurance Company will not exceed a 2:1 ratio of net written premium to capital and surplus.
3. ATX Premier Insurance Company must at all times reserve at least the mid-point range of its actuary's estimate. ATX Premier Insurance Company will engage a CPA that will include as part of the required annual audit, an independent actuary to review ATX Premier Insurance Company's actuarial practices and related work. ATX Premier Insurance Company will notify the Department of the actuary providing services and related reserving work.
4. ATX Premier Insurance Company will deposit \$5 million with the comptroller for the protection of policyholders or creditors wherever they are located in the United States. This deposit is to be made pursuant to Texas Insurance Code Chapter 406.

Exhibit D

NBIS0064

RPI.APP.000694

2309

Exhibit D

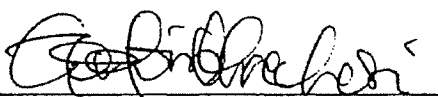
COMMISSIONER'S ORDER
ATX PREMIER INSURANCE COMPANY
Page 2 of 7

5. The parent company of ATX Premier Insurance Company, Nations Builders Insurance Services, Inc. shall establish a trust account for the benefit of ATX Premier Insurance Company with a minimum floor of no less than \$250,000 in a form of security acceptable to the commissioner, for the purpose of collateralizing any receivable due to ATX Premier Insurance Company from AutoTex or any other managing general agency, agency, or agent regarding commissions owed back under an MGA agreement per a sliding scale commission or other arrangement.
6. The receivable described in item 5 above shall be calculated quarterly beginning with June 30, 2013, and any required additional funds to be placed in the trust account shall be made by Nations Builders Insurance Services, Inc. no later than forty five days following the end of each calendar quarter.
7. These limitations may be adjusted in the future by order of the commissioner.

The commissioner of insurance orders that if at any time it is shown that ATX Premier Insurance Company did not comply with the aforementioned stipulations as agreed, then the commissioner of insurance may revoke the Certificate of Authority of ATX Premier Insurance Company.

ELEANOR KITZMAN
COMMISSIONER OF INSURANCE

BY:



Godwin Ohaechesi, Director
Company Licensing & Registration Office
Licensing Services Section
Financial Regulation Division
Commissioner's Order No. 12-0052

Exhibit D

NBIS0065

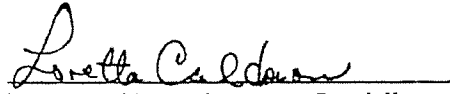
RPI.APP.000695

2309

Exhibit D

COMMISSIONER'S ORDER
ATX PREMIER INSURANCE COMPANY
Page 3 of 7

Recommended by:


Loretta Calderon, Insurance Specialist
Company Licensing & Registration Office
Licensing Services Section
Financial Regulation Division

Reviewed by:

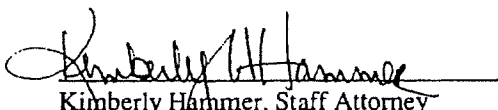

Kimberly Hammer, Staff Attorney
Office of Financial Counsel
Legal Section
General Counsel Division

Exhibit D

NBIS0066

RPI.APP.000696

Exhibit D

2309

COMMISSIONER'S ORDER
 ATX PREMIER INSURANCE COMPANY
 Page 7 of 7

STATE OF Georgia
 COUNTY OF Cobb

§
 §
 §

BEFORE ME, the undersigned notary public, personally appeared

William C. Tepe

1. "My name is William C. Tepe. I am of sound mind, am capable of making this statement, and am personally acquainted with the facts stated herein.
2. "I am the President of Nations Builders Insurance Services, Inc., which is the parent company of ATX Premier Insurance Company. As an officer of Nations Builders Insurance Services, Inc., I am authorized to make this statement, and I agree to and execute this Consent Order on behalf of Nations Builders Insurance Services, Inc..
4. "Nations Builders Insurance Services, Inc. agrees with and consents to the issuance and service of the foregoing Consent Order to be entered by the Texas Commissioner of Insurance."

William C. Tepe
 Signature

William C. Tepe
 Printed Name

President
 Title

SWORN TO AND SUBSCRIBED before me, the undersigned authority, by

William C. Tepe, President of Nations Builders Insurance Services, Inc., on this 20
 day of February 2013.

Ruth A. Bankston
 Signature of Notary Public

Ruth A. Bankston
 Printed Name of Notary Public

Notary Public in and for the State of
 My Commission Expires:

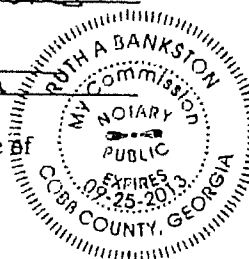


Exhibit D

NBIS0070

RPI.APP.000697

EXHIBIT 16

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 17

(Submitted *In Camera*)

EXHIBIT 18



June 4, 2015

Blas Bon
Unk 3900 Cambridge St STE 106
Las Vegas, NV 89119

Re: Insured: Hipolito Cruz
Claimant: Blas Bon
Date of Loss: 04/28/2015
Claim Number: DMA-0147074

Dear Blas Bon:

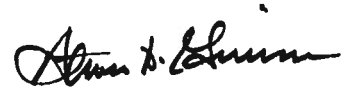
We have received notice of the above referenced loss, however, to date we have been unable to contact you by phone to discuss your claim. Please contact the undersigned so that we can proceed with handling your claim. I look forward to hearing from you soon and thank you in advance for your time and cooperation.

Sincerely,

Blanca Payan
Claims Specialist
877-329-6626
bpayan@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"

EXHIBIT 19



CLERK OF THE COURT

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

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

8
9 DIANE SANCHEZ,)
)
10 Plaintiff,)
11 vs.)
)
12 BLAS BON, individually; JOSEPH ACOSTA,)
individually; DOES I - X, and ROE)
13 CORPORATIONS I - X, inclusive,)
)
14 Defendants.)

CASE NO. A722815
DEPT. NO. XXV

AFFIDAVIT OF DUE DILIGENCE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar Number, and address) Paul Powell Powell Law Firm 5765 West Russell Road Las Vegas, NV 89118 TELEPHONE NO: (702) 728-5501 FAX NO: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff Case File # Sanchez v. Bon		FOR COURT USE ONLY
DISTRICT COURT STREET ADDRESS: 200 LEWIS AVENUE CITY AND ZIP CODE: LAS VEGAS, NV 89118		
PLAINTIFF/PETITIONER: Diane Sanchez DEFENDANT/RESPONDENT: Bias Bon		
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 -- 9:35 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.: **NR-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#: CC9817/DilFormat.mdt

RPI.APP.000705

EXHIBIT 20



June 4, 2015

Hipolito Cruz
4000 Abrams Av
Las Vegas, NV 89110

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

Dear Hipolito Cruz:

We have received notice of the above referenced loss, however, to date we have been unable to contact you by phone to discuss your claim. Please contact the undersigned so that we can proceed with handling your claim. I look forward to hearing from you soon and thank you in advance for your time and cooperation.

Sincerely,

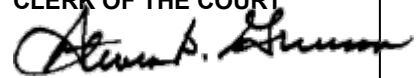
Blanca Payan
Claims Specialist
877-329-6626
bpayan@dmaclaims.com

"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"

EXHIBIT 21

(Submitted *In Camera*)

8



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

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

DIANE SANCHEZ,
Plaintiff,

vs.

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

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

**PLAINTIFF DIANE SANCHEZ'S
REPLY IN SUPPORT OF
MOTION FOR RELIEF FROM
ORDER DENYING
DEFENDANT BLAS BON'S
MOTION FOR REHEARING
AND TO ALTER OR AMEND
THE JUDGMENT AND ORDER
DENYING RULE 60(b) RELIEF
AND TO ALTER OR AMEND
THAT ORDER PURSUANT TO
NRCP 60(b)(3)
AND OPPOSITION TO
COUNTERMOTION TO STRIKE
MATERIALS IN VIOLATION OF
PROTECTIVE ORDER AND
CROSS-MOTION FOR RELIEF
FROM VOID JUDGMENT**

Hearing Date: February 15, 2022
Hearing Time: 9:00 a.m.

Plaintiff DIANE SANCHEZ, by and through her attorneys of record, Dennis M. Prince and Kevin T. Strong of PRINCE LAW GROUP, hereby submits her *Reply in Support of Motion for Relief from Order Denying Defendant Blas Bon's Motion for Rehearing and to Alter or Amend the Judgment and Order Denying Rule 60(b) Relief and to Alter or Amend that Order Pursuant to NRCP 60(b)(3) and Opposition to*



1 *Countermotion to Strike Materials in Violation of Protective Order and Cross-Motion for*
2 *Relief from Void Judgment.*

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I.**

5 **INTRODUCTION**

6 Defendant “Blas Bon’s” (“Bon”) Opposition, which was filed by the insuring
7 entities that abandoned him, NationsBuilders Insurance Services, Inc. (“NBIS”) and
8 NBIS Construction & Transport Insurance Services, Inc. (“CTIS”), is riddled with
9 factual mischaracterizations, inaccuracies, and other erroneous statements. These
10 fallacious statements are intended to excuse their obvious attempt to manipulate the
11 factual record on appeal in this proceeding to preserve their financial interests, **not**
12 Bon’s financial interests. Even referencing Bon as “indigent” to somehow curry favor
13 with this Court reeks of desperation. Afterall, NBIS and CTIS still have not located Bon
14 since they began this failed quest to set aside the default judgment entered against him
because of their incompetence.

15 NBIS and CTIS, through Bon, somehow believe Sanchez accuses them of failing
16 to help her navigate through the procedural waters of this case. Aside from being
17 incomprehensible, this statement represents a complete failure to appreciate the
18 seriousness of NBIS and CTIS’s misrepresentation to this Court regarding Bon’s
19 knowledge of Sanchez’s personal injury complaint. The documents NBIS and CTIS
20 produced confirm their employee, Cindy Blanco (“Blanco”), spoke with Bon and
21 explained Sanchez’s lawsuit to him. Yet, William Volk, one of the many attorneys NBIS
22 and CTIS hired to use Bon to further their financial interests, stated to this Court,
23 unequivocally, that Bon never had any knowledge of Sanchez’s personal injury lawsuit.
24 NBIS and CTIS relied on this erroneous representation to bolster their arguments that
25 Bon lacked notice of Sanchez’s personal injury complaint because he was not personally
26 served in every motion they filed to this Court. In actuality, Sanchez properly served
27 Bon through the Nevada Department of Motor Vehicles (“DMV”). , NBIS and CTIS knew
28 this, and refused to inform Bon of the same. Blanco, on behalf of NBIS and/or CTIS,
also concealed from Bon that Sanchez served him through the DMV. Blanco not only

1 misled Bon about his exposure for entry of a default, but also failed to ensure Bon
2 received a defense against Sanchez's personal injury complaint. As a result, all of these
3 facts are directly implicated by both of this Court's Orders denying NBIS and CTIS's
4 attempts to set aside the default judgment.

5 NBIS and CTIS's brazen attempt to now make brand new arguments to set aside
6 the default judgment while simultaneously accusing Sanchez of improperly
7 manipulating the record on appeal exceeds all bounds of hypocrisy. The latest round of
8 new, desperate arguments raised by NBIS and CTIS, through Bon, to argue the default
9 judgment is void were readily available to argue in the last two motions filed. They only
10 now raise these arguments to ensure that they can present them on appeal. However,
11 NBIS and CTIS's "cross-motion" is nothing more than a procedurally improper
12 countermotion because it exceeds the scope of Sanchez's Motion. All of the arguments
13 contained therein should simply be disregarded for this reason. NBIS and CTIS's
14 actions in this regard can only be construed as yet another desperate attempt to concoct
15 any argument, no matter how far-fetched, to avoid the adverse financial consequences
16 they caused.

17 Sanchez's Motion does not invite this Court to reopen this matter for further fact-
18 finding. Rather, Sanchez seeks to rectify the factual discrepancies perpetuated by NBIS
19 and CTIS in their attempt to use Bon to avoid the consequences of the default judgment
20 entered against him. This Court made specific factual findings regarding Sanchez's
21 reasonable diligence made to personally serve Bon with the summons and complaint
22 before serving him through the DMV. These findings were based, in large part, on those
23 factual representations made by the parties in their respective briefs to this Court
24 regarding the efforts made to personally serve Bon, NBIS and CTIS's knowledge of the
25 lawsuit, and Bon's knowledge of the lawsuit. NBIS and CTIS never requested this Court
26 to re-open this matter for further fact finding as part of its two failed requests to set
27 aside the default judgment. NBIS and CTIS only seek to do so now because they
28 produced documents that unequivocally prove they made material misrepresentations
to this Court about relevant facts that are implicated by the substance of their appeal.
NBIS and CTIS's request for this Court to now try this matter on the merits after they

undeniably breached the contractual duty to defend owed to Bon is laughable and not worthy of serious consideration.

II.

STATEMENT OF FACTS

Throughout their Opposition, NBIS and CTIS, through Bon, resort to unfounded criticisms of Sanchez's arguments as "dense" and imply that Sanchez filed her Motion for an improper purpose. These arguments do not advance their position, but, instead, demonstrate their inability to legitimately overcome their material misrepresentations that Bon had no knowledge of Sanchez's personal injury complaint.

Although NBIS, CTIS, and Bon have now, for the third time, moved to challenge the validity of the underlying default judgment, they take issue with Sanchez omitting a formal statement of facts or procedural history in her Motion. NBIS and CTIS should know by now that Sanchez already provided the relevant statement of facts and procedural history to this Court, in substantial detail, in her Opposition to "Bon's" Motion to Set Aside Default Judgment. (Dkt. No. 85, at pp. 4-10). Sanchez also provided this Court with a detailed factual account of NBIS and CTIS's relationship with Bon's auto liability insurer, ATX Premier Insurance Company ("ATX"), and their responsibilities and obligations owed to Bon arising from that relationship. (Dkt. No. 93, at pp. 7-10). This Court already has a "clear understanding" of the underlying facts, procedural history, and relevant timeline. NBIS and CTIS's efforts to apprise this Court of the same is redundant and unnecessary as they have already moved for relief from the default judgment **twice**. Sanchez objects to certain factual statements asserted by NBIS and CTIS, through Bon, and articulates those challenges below.

A. Sanchez Properly Served Bon through the DMV

After exercising reasonable diligence to effectuate personal service of the summons and complaint on Bon, which this Court has twice concluded, Sanchez utilized a reasonable method of substitute service through the DMV. NRS 14.070(2) sets forth the proper procedure to effectuate service of process on the operator of a motor vehicle through the DMV and states, in relevant part:

1 Service of process must be made by leaving a copy of the
2 process with a fee of \$5 in the hands of the Director of the
3 Department of Motor Vehicles or in the office of the
4 Director, and the service shall be deemed sufficient upon
5 the operator if notice of service and a copy of the process is
6 sent by registered or certified mail by the plaintiff to the
7 defendant at the address supplied by the defendant in the
8 defendant's crash report, if any, and if not, at the best
address available to the plaintiff, and a return receipt
signed by the defendant or a return of the United States
Postal Service stating that the defendant refused to accept
delivery or could not be located, or that the address was
insufficient, and the plaintiff's affidavit of compliance
therewith are attached to the original process and returned
and filed in the action in which it was issued.

9 On October 27, 2015, Sanchez's attorney sent a letter to the DMV requesting
10 service pursuant to NRS 14.070. See Oct. 27, 2015 letter to DMV, attached as **Exhibit**
11 **1**. In accordance with the statute, Sanchez's attorney enclosed copies of the summons,
12 complaint, affidavit of due diligence, and a check in the amount of \$5.00.¹ On November
13 2, 2015, the Nevada DMV sent a letter to Sanchez's attorney acknowledging "service of
14 a Summons [and] Complaint received in the Director's office of the State of Nevada,
15 Department of Motor Vehicles for the above referenced case, along with \$5.00 as
16 provided for in the NRS 14.070." See Nov. 2, 2015 letter from DMV, attached as **Exhibit**
17 **2**. For some reason, "Bon" questions why the DMV letter did not include the address to
18 which service was made even though the statute clearly requires the plaintiff, **not the**
19 **DMV**, to send notice of service and a copy of the process to the defendant. This
20 represents yet another desperate attempt to call into question the validity of service on
Bon to protect NBIS and CTIS's financial interests.

21 **B. Documentary Evidence Establishes Sanchez Mailed Proof of Service**
22 **through the DMV to Bon and She Properly Notified this Court of the**
23 **Same**

24 NBIS and CTIS's suggestion that Sanchez's attorney submitted a false affidavit
25 to this Court confirming proof of service through the DMV on Bon is not credible. On

26 ¹ NBIS and CTIS, through Bon, reference the language contained in the summons
27 regarding the threat of entry of judgment for the relief demanded in the complaint to
28 underscore their dubious argument that the judgment entered against Bon should have
been limited to \$20,000.00. The Court has already rejected this argument and
repetitively referencing these facts does nothing to advance their arguments on appeal.

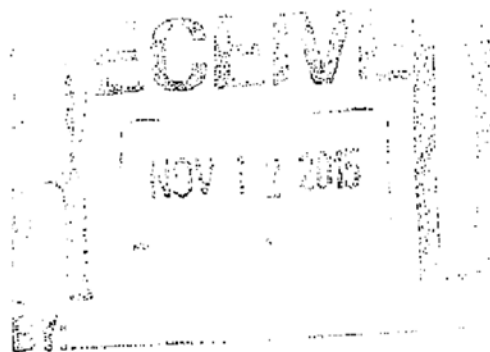
1 November 19, 2015, Sanchez's attorney filed his Affidavit of Compliance detailing how
2 Bon was served through the DMV pursuant to NRS 14.070. (Dkt. No. 5, at pp. 1-2). The
3 affidavit, dated November 13, 2015, states, in relevant part:

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

12 To date, return receipt (Article Number 7015 0640 0004
13 9496 0326) has not been returned.

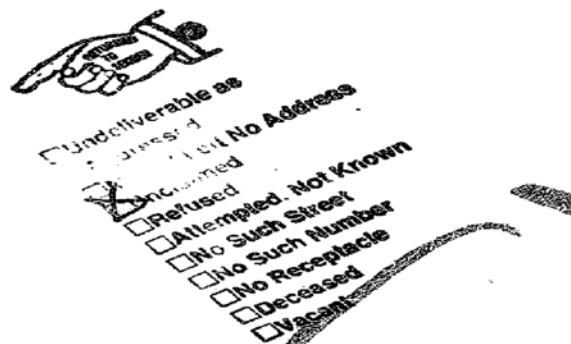
14 *Id.* at p. 3.

15 The last line of the affidavit of compliance filed by Sanchez's attorney was clearly
16 inaccurate because, on November 12, 2015, Sanchez's attorney received the package sent
17 to Bon on November 9, 2015:



18 See Mar. 29, 2016 Amended Affidavit of Compliance, Exhibit 2, p. 2, attached as **Exhibit**
19 **3**.

20 The package containing the summons, complaint, traffic accident report, and
21 November 2, 2015 DMV letter confirming service sent to Bon, via certified mail, was
22 returned to Sanchez's attorney as
23 unclaimed:



CERTIFIED MAIL



7015 0640 0004 9496 0326



Id.

As a result of the discrepancy contained in the original affidavit filed with this Court, Sanchez's attorney filed his Amended Affidavit of Compliance to accurately reflect that he received the unclaimed package sent, via certified mail, to Bon:

That on or about November 9, 2015 I 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 **Exhibit 3**, at p. 3 (emphasis in original).

Sanchez's attorney provided a complete explanation and supporting documentation detailing that the package sent to Bon was returned, unclaimed, on November 12, 2015. NBIS and CTIS portray the inaccuracy in the original affidavit of compliance as some sort of admission that Sanchez did not correctly comply with NRS 14.070. The documentary evidence, along with the amended affidavit, conclusively prove Sanchez fully complied with NRS 14.070(2). NBIS and CTIS's counsel's attempt to draw some sort of negative inference from the inaccurate affidavit of compliance is incomprehensible. Moreover, Sanchez previously informed this Court that her attorney incorrectly failed to notify the Court in her original affidavit that the package sent to Bon, via certified mail, was returned unclaimed:

On November 12, 2015, the package containing such documents was returned to Sanchez's attorney because it was unclaimed. *Id.* On November 19, 2015, Sanchez filed her Affidavit of Compliance, but inadvertently forgot to notify the Court that the package was returned as unclaimed.

1 (Dkt. No. 85, at 7:14-20).

2 Contrary to the implication of NBIS, CTIS, and “Bon’s” counsel, Sanchez and her
3 counsel do **not** “now claim” this inadvertent oversight in the original affidavit of
4 compliance. This misrepresentation of the facts further underscores NBIS, CTIS, and
5 “Bon’s” failure to fully grasp the underlying facts of this matter.

6 **C. Defendant Joseph Acosta’s Purported Service of His Cross-Claim on Bon**

7 On December 1, 2015, Defendant Joseph Acosta filed his Answer to Sanchez’s
8 Complaint and Cross-Claim against Blas Bon. (Dkt. No. 6). On March 3, 2016,
9 Defendant Joseph Acosta served Bon with his Cross-Claim by delivering a copy to
10 “Mark” at 4000 Abrams Avenue, Las Vegas, Nevada 89110 (“Abrams Avenue address”).
11 (Dkt. No. 29, at Exhibit 1). According to the process server, on February 18, 2016,
12 “Mark” advised that Bon was homeless and that he went back and forth between
13 different places to pick up his mail. *Id.* at Exhibit 2, p. 1, ¶ 3. Coincidentally, on the
14 very next day, February 19, 2016, Bon spoke with NBIS and/or CTIS employee, Blanco,
15 and advised that he lived at an address on E. Lake Mead Boulevard, not the address on
16 Abrams Avenue. *See* Sanchez’s Mot. for Relief, Exhibit 17, Feb. 19, 2016 claims file note,
Bates no. NBIS_CTIS_000031.

17 After this Court entered a default against Bon on April 1, 2016, Sanchez filed her
18 Amended Complaint to name Defendant Wilfredo Acosta on October 13, 2016. (Dkt. No.
19 22). On November 9, 2016, the Acosta Defendants filed their Answer to Sanchez’s
20 Amended Complaint and Cross-Claim Against Blas Bon. (Dkt. No. 24). On March 7,
21 2017, The Acosta Defendants moved to enlarge time to serve Bon because their process
22 server was unable to effectuate personal service on Bon at the Abrams Avenue address,
and Cambridge Street address. (Dkt. No. 29, at Exhibit 2, pp. 1-2, ¶¶ 4-7).

23 **D. NBIS and CTIS learned of Sanchez’s Lawsuit Against Bon and Their**
24 **Employee Spoke with Bon About the Lawsuit**

25 NBIS and CTIS, through Bon, inaccurately recount the facts establishing their
26 knowledge of Sanchez’s personal injury lawsuit and discussion with Bon regarding the
27 same. On January 20, 2016, Sanchez’s attorney sent a letter addressed to the assigned
28 DMA claims handler, DeLawrence Templeton (“Templeton”), requesting that Bon file an

1 answer to Sanchez's Complaint or risk facing entry of a default. *See* Sanchez's Mot. for
2 Relief, Exhibit 1. On February 16, 2016, Sanchez's attorney sent another letter
3 addressed to Templeton wherein he made the same request for Bon to file an answer or
4 else a default would be entered against him. *Id.* at Exhibit 9. NBIS, CTIS, and Bon's
5 counsel incorrectly states Bon called "DMA." *See* Opp., at 6:12-13. In actuality, Bon
6 called Blanco, an employee of NBIS and/or CTIS, and Blanco informed him about the
7 lawsuit, **not DMA**. *See* Sanchez's Mot. for Relief, Exhibit 12, at p. 4, ¶ 7; Exhibit 17,
8 Feb. 19, 2016 claims file note, Bates no. NBIS_CTIS_000031. NBIS and CTIS's failure
9 to even concede their own employee spoke with Bon about the lawsuit speaks volumes
10 given their incompetence in the handling of Sanchez's bodily injury claim and lawsuit.

11 **E. Sanchez was Not Legally Required to Serve Bon with Her Amended
12 Complaint**

13 On October 13, 2016, over six months after the default was entered against Bon,
14 Sanchez filed her Amended Complaint. NRCP 5(a)(2) governs service of pleadings when
15 a party fails to appear and states, in relevant part:

16 **No service is required on a party who is in default
17 for failing to appear. But a pleading that asserts a new
18 claim for relief against such party must be served on
19 that party under Rule 4 (emphasis added).²**

20 This Court has already concluded Sanchez was not obligated to serve Bon with
21 her Amended Complaint. NBIS, CTIS, and "Bon" refuse to accept this outcome by
22 making even more irrational arguments surrounding the amended complaint. NBIS
23 and CTIS now expect this Court to believe that when Sanchez moved to file her Amended
24 Complaint, she suddenly decided that Bon, who undisputedly was the first driver to
25 strike the rear-end of her vehicle, was not "almost entirely at fault." *See* Opp., at 7:9-
26 13. NBIS and CTIS distort the language in Sanchez's Motion for Leave to File an
27 Amended Complaint by suggesting that because the motion states Bon "clipped"
28 Sanchez's vehicle while Acosta "crashed" into the back of her vehicle, Bon is not at fault

² The previous version of NRCP 5(a)(2), which was controlling at the time Sanchez filed her Amended Complaint, was substantively similar to the current version of the Rule quoted here.

1 for the collision. *Id.* at 7:14-19. Aside from the fact that the motion for leave to amend
2 never was the operative pleading, NBIS and CTIS are now trying to relitigate issues of
3 liability on Bon's behalf after they refused to provide Bon with a legal defense against
4 Sanchez's complaint. The audacity of NBIS and CTIS to now contend Bon was not at
5 fault for the subject collision when there was nothing that prevented them from doing
6 so when they knew about Sanchez's personal injury complaint in 2016 cannot be
7 overstated. Moreover, Sanchez clearly alleged in her Amended Complaint that Bon
8 negligently caused the subject collision:

9 2. That Defendants BLAS BON, JOSEPH ACOSTA, and
10 WILFREDO ACOSTA (hereinafter "**Defendants**") are,
11 and at all times mentioned herein, were, a resident [sic] of
12 the County of Clark, State of Nevada

13 ...

14 13. Defendants owed Plaintiff a duty of care to operate
15 their vehicles in a reasonable and safe manner.
16 Defendant[s] breached that duty of care by striking
17 Plaintiff's vehicle on the roadway. As a direct and
18 proximate result of the negligence of Defendant[s],
19 Plaintiff has been damaged in an amount in excess of
20 \$10,000.00.

21 (Dkt. 22, at p. 1, ¶ 2; p. 3, ¶ 13) (emphasis added).³

22 On one hand, NBIS and CTIS assert, albeit incorrectly, that Sanchez's Amended
23 Complaint effectively absolved Bon of any fault for the subject collision. Under this logic,
24 Sanchez did not assert any new claim for relief against Bon that required her to serve
25 Bon with the Amended Complaint pursuant to NRCP 5(a)(2). Yet, NBIS and CTIS still
26 suggest Sanchez was required to serve Bon with her Amended Complaint. These
27 contradictory positions pervade NBIS, CTIS, and "Bon's" Opposition, which further
28 bolster the validity of the default judgment.

...

...

...

³ NBIS and CTIS incorrectly contend that the only allegation against Bon is that he was a resident of Clark County, Nevada. Once again, NBIS and CTIS distort the facts in a completely self-serving manner that is not based in reality.

1 **F. Sanchez Did Not Stipulate to Dismiss the Entire Action with Prejudice**

2 NBIS and CTIS, through Bon, conveniently omit specific facts confirming that the
3 stipulation and order filed in this action was limited to the dismissal of the Acosta
4 Defendants, **not** Bon. On July 24, 2018, during the Pretrial/Calendar Call Hearing,
5 counsel for Sanchez and the Acosta Defendants advised they reached a confidential
6 settlement agreement and confirmed Sanchez's pursuit of the default judgment against
7 Bon:

8 Ms. Finch noted there is a Default Judgment pending
9 against Deft. Blas Bon with respect to Pltf. that has not
10 been resolved yet. Adding, the active cases, Deft's. Acosta,
11 have entered into a confidential settlement agreement; it
12 is being drafted, it has not been executed yet. Mr. Kristof
13 concurred; the matter is resolved as to Deft's. Acosta, Defnt
Blas Bon defaulted some time ago. Court noted, THE
Default Judgments have not been completed, and
ORDERED a Status Check SET. Mr. Kristof noted a Prove
Up Hearing will be required, the amounts are over
\$50,000.00 09/25/18 9:00 A.M. STATUS CHECK:
SETTLEMENT DOCUMENTS/DEFAULT JUDGMENTS

14 See Jul. 24, 2018 Court Minutes, attached as **Exhibit 4**.

15 On September 25, 2018, this Court conducted the status check hearing and
16 received further details regarding the default judgment against Bon:

17 [Ms.] Finch indicated Mr. Kristol [sic] had a calendaring
18 issue and would not be appearing. COURT SO NOTED.
19 [Ms.] Finch stated [she] has all the releases for [her]
20 clients, [she] is waiting upon the checks. As to the Default,
[she] understands Mr. Prince will be associating in.
Colloquy regarding scheduling, COURT ORDERED,
matter CONTINUED. CONTINUED TO: 11/27/18 9:00
a.m.

21 See Sep. 25, 2018 Court Minutes, attached as **Exhibit 5**.

22 On October 16, 2018, Sanchez and the Acosta Defendants filed their Stipulation
23 and Order for Dismissal with Prejudice. (Dkt. No. 62). On November 14, 2018, attorney
24 Dennis M. Prince filed his Notice of Association of Counsel. (Dkt. No. 64). On November
25 27, 2018, over one month after Sanchez and the Acosta Defendants filed their
26 Stipulation and Order for Dismissal with Prejudice, this Court conducted a hearing
27 regarding the default judgment against Bon:

1 COURT NOTED, there has been no updates indicating
2 Deft. would appear; there is a **Stipulation and Order to**
3 **Dismiss the Complaint between Pltf. and the other**
4 **Deft's.** Mr. Strong stated he would prepare the
5 Application for Default Judgment; Eglet Prince have
6 associated in. COURT ORDERED, matter CONTINUED.
7 **The Court's expectation is that the Application will**
8 **be filed, the Prove Up Hearing set and completed by**
9 **the next scheduled Court date.** CONTINUED TO:
10 1/29/[19] 9:00 A.M.

11 *See* Nov. 27, 2018 Court Minutes, attached as **Exhibit 6** (emphasis added).

12 This Court conducted a hearing on January 29, 2019 to discuss details regarding
13 Sanchez's efforts to gather all updated medical records to ensure all damage numbers
14 were accurate before entry of the default judgment. *See* Jan. 29, 2019 Court Minutes,
15 attached as **Exhibit 7**. This Court specifically continued the matter to April 2, 2019 to
16 facilitate entry of the default judgment against Bon. *Id.* Despite the continuance of the
17 hearing to commence with the entry of a default judgment against Bon, a civil order to
18 statistically close the case was issued on February 6, 2019. (Dkt. No. 65). Based on this
19 Court's express intent to continue the matter as to the entry of a default judgment
20 against Bon, entry of the civil order to statistically close the case was clearly filed in
21 error.

22 III.

23 LEGAL ARGUMENT

24 NBIS and CTIS, through Bon, articulate no legitimate factual or legal basis to
25 excuse their material misrepresentation that Bon had no knowledge of Sanchez's
26 lawsuit before the default was entered. In support of "Bon's" Motion for Rehearing,
27 NBIS and CTIS argued Bon was unaware of the substance of the allegations in Sanchez's
28 complaint. This Court considered those arguments as part of its decision to deny "Bon's"
Motion for Rehearing. Therefore, Sanchez has moved for relief from the correct order.

NBIS and CTIS also provide no reasonable excuse to justify their
misrepresentations regarding Bon's knowledge of Sanchez lawsuit. Instead, they claim
that they meant to argue Bon had no legal awareness as opposed to actual awareness
even though that distinction was not articulated at all. This argument lacks all

1 credibility because nothing precluded them from making that distinction to this Court
2 even though that alleged distinction was and remains meaningless.

3 NBIS and CTIS incredulously ask this Court to strike Sanchez's Motion and
4 exhibits attached because the materials are scandalous and inadmissible. Sanchez
5 properly presented claims file notes prepared by an NBIS and/or CTIS employee, which
6 **NBIS and CTIS produced**, to correct factual inaccuracies that NBIS and CTIS
7 perpetrated on Bon's behalf in this action. This Court and the Nevada Supreme Court
8 should not be misled about facts concerning Bon's knowledge not just of the lawsuit, but
9 also that NBIS and CTIS neglected to advise Bon that Sanchez served through the DMV.
10 These facts are a necessary part of the record on appeal and should be considered.

11 The only document that should be stricken from the record is NBIS and CTIS's
12 improper attempt to request this Court set aside the default judgment. NBIS and CTIS's
13 Cross-Motion is an improper countermotion in direct violation of EDCR 2.20(f). The
14 countermotion is nothing more than a flawed attempt to inject additional arguments
15 regarding the validity of the default judgment that should have been made before the
16 appeal commenced. These additional arguments fail because they are predicated on the
17 fallacy that this Court did not retain jurisdiction to enter the default judgment against
18 Bon. This Court's clear intent was to enter a default judgment against Bon and the
19 stipulation and order for dismissal between Sanchez and the Acosta Defendants did not
20 impact this Court's authority in any way. Moreover, Bon's independent liability for
21 Sanchez's injuries does not entitle him to receive the benefit of any answer filed
22 individually by former Defendant Joseph Acosta or collectively by the Acosta
23 Defendants.

24 **A. Sanchez Timely Seeks Relief from the Proper Order**

25 Sanchez's Motion does not run afoul of the six-month timeframe articulated in
26 NRCP 60(c)(1). NBIS and CTIS's material misrepresentations through Bon, have
27 informed this Court's subsequent rulings since "Bon's" initial motion to set aside the
28 default judgment. Although Sanchez specifically relies on the misrepresentations
contained in "Bon's" Motion to Set Aside the Default Judgment and Reply thereto, Bon's
knowledge of the lawsuit was briefed and discussed as part of the motion for rehearing.

1 Sanchez specifically in opposition to the motion for rehearing that mailing the summons
2 and complaint to Bon's insurer is relevant to the due process inquiry. (Dkt. No. 101, at
3 10:15 – 11:7). As part of Sanchez's argument, she asserted that Bon's insurer, ATX,
4 made no efforts to notify Bon of the lawsuit. *Id.* at 10:22. Sanchez made this inaccurate
5 assertion because NBIS and CTIS, through Bon, concealed their employee's
6 conversation with Bon notifying him of Sanchez's lawsuit. During the hearing on "Bon's"
7 Motion for Rehearing, his counsel made arguments premised not only on Bon's lack of
8 knowledge of the lawsuit, but also the lack of contact between Bon and his insurer:

9 I recognize that, in some circumstances, publication may
10 not actually reach the defendant if they don't read the newspaper or the publication where it is published, **but**
11 **that at least gives the defendant a chance, a chance**
12 **to learn about the allegations in the Complaint.**

13 . . .

14 So there are cases that talk about, you know, plaintiffs
15 going through reasonable means, including asking the
16 insurer where to find the plaintiff [sic], but that's not what
17 happened here. **We just got a copy of the Complaint.**
18 And also, this would have been significantly less likely to
19 work here because Mr. Bon was not the policyholder. **So**
20 **obviously the insurance company would not have**
21 **been in regular contact with Mr. Bon, who's just a**
22 **permissive user.**

23 . . .

24 [B]ut even assuming that there was proper service of the
25 original Complaint **and** that Bon, Mr. Bon, **had actual**
26 **knowledge of the original Complaint**

27 *See* Nov. 24, 2020 Reporter's Transcript of Proceedings, at 8:13-18; 13:14-24; 15:16-19,
28 attached as **Exhibit 8** (emphasis added).

29 NBIS and CTIS, through Bon, have continued to perpetuate the falsehood that
30 Bon was unaware of Sanchez's lawsuit to bolster their argument that Sanchez failed to
31 exercise the requisite diligence to effectuate personal service. The factual record and
32 this Court's Order should be amended to accurately reflect that NBIS and/or CTIS
33 explained Sanchez's lawsuit to Bon. *See* Sanchez's Mot. for Relief, Exhibit 17, Feb. 19,
34 2016 claims file note, Bates no. NBIS_CTIS_00031. The factual record and this Court's
35 Order should be amended to reflect that NBIS and/or CTIS knew Bon was served

1 through the DMV because they received a copy of Sanchez's complaint and confirmed
2 Bon was exposed to a potential default, but affirmatively chose to not inform him of the
3 same. *Id.* at Exhibit 13, Feb, 16 and Feb. 17, 2016 claims file notes, Bates no.
4 NBIS_ctis_000030. Sanchez's underlying motion is the appropriate vehicle to ensure
5 these amendments are made and is proper pursuant to NRCP 60(b)(3) and NRCP
6 60(c)(1).

7 **B. Sanchez Seeks Redress from the Order Because This Court's Decision is**
8 **Based on a Factually Inaccurate Record**

9 NBIS and CTIS essentially argue that Sanchez is not entitled to seek relief from
10 this Court's Order simply because she prevailed on the motion for rehearing. There is
11 nothing in the plain language of NRCP 60(b) that limits its applicability or availability
12 to non-prevailing parties only.

13 [R]ule 60(b) does not support reading into it an additional,
14 nontextual requirement – that only nonprevailing parties
15 may invoke it. When, for example, the discovery of fraud,
16 misrepresentation or other misconduct undermines a
17 court's confidence that a judgment resulted from a just and
18 fair proceeding, the interest in preserving the judgment
19 gives way, regardless of which party discovered the fraud
20 and attempted to undo it. Accordingly, prevailing parties
21 are **not categorically barred** from filing motions under
22 rule 60(b).

23 *State v. Boyden*, 441 P.3d 737, 744 (Utah 2019) (construing URCP 60(b)) (emphasis
24 added).⁴

25 Sanchez defeated NBIS and CTIS's attempts to use Bon to avoid the consequences
26 of a default judgment that was entered because of their own misconduct. However, the
27 outcome does not negate the substantial harm Sanchez suffered because NBIS and CTIS
28 distorted the factual record regarding Bon's knowledge of Sanchez's lawsuit before the
default and default judgment were entered in this action. NBIS and CTIS have made
clear to this Court, through their repetitive arguments, that Sanchez should have done
more to try to personally serve Bon with her lawsuit because he had no knowledge of the
lawsuit. For NBIS and CTIS, the diligence exercised by Sanchez to personally serve Bon

⁴ The language of URCP 60(b) is substantially similar to the language of NRCP 60(b)

1 is inextricably intertwined with Bon's alleged lack of knowledge of the lawsuit because
2 this provides a basis for them to argue "Bon" should be relieved from the default
3 judgment. There is no dispute, however, that Bon knew about the lawsuit because
4 Blanco, an NBIS and/or CTIS employee, explained the lawsuit to him. *See Sanchez's*
5 *Mot. for Relief*, Exhibit 17, Feb. 19, 2016 claims file note, Bates no. NBIS_CTIS_00031.
6 These new facts relate to **both** Bon's knowledge of the lawsuit and NBIS and CTIS as
7 the source of that knowledge, which are directly implicated in this action. Therefore,
8 Sanchez does not improperly request this Court to address issues in Sanchez's separate
9 enforcement proceeding.

10 This Court reached the correct decision in denying "Bon's" rehearing motion.
11 However, the underlying factual record supporting its decision was compromised by
12 NBIS and CTIS's misrepresentation and omission that: (1) NBIS, CTIS, and Bon were
13 aware of the lawsuit nearly two months before the default was entered, (2) NBIS and
14 CTIS knew the potential for entry of a default against Bon existed because Sanchez
15 stated she served him with the complaint, and (3) refused to advise Bon of the same. If
16 this Court knew those facts, it would have conclusively determined Bon knew about the
17 lawsuit before entry of the default and default judgment.

18 Based on those misrepresented facts, this Court would have also determined that
19 NBIS and CTIS's knowledge of the lawsuit and potential for entry of a default judgment
20 provides a separate legal basis to deny setting aside the default judgment under Nevada
21 law. The Nevada Supreme Court has made it clear that an insurer's involvement after
22 a lawsuit has been filed is relevant when evaluating whether a default judgment should
23 be set aside. *See Christy v. Carlisle*, 94 Nev. 651, 654 (1978); *Lindblom v. Prime*
24 *Hospitality Corp.*, 120 Nev. 372, 376 (2004). It is telling that NBIS and CTIS fail to
25 refute the relevance of this caselaw in relation to the most relevant issue here: Whether
26 an insurer that knows a lawsuit was filed and that knows its insured was served through
27 the DMV, but does nothing, is forbidden from later using its insured to set aside a
28 resulting default judgment. The relevance of NBIS and CTIS's knowledge of Sanchez's
lawsuit, explanation of the lawsuit to Bon, and failure to advise Bon that he was exposed
to entry of a default because Sanchez served him through the DMV cannot be overstated

1 in this specific context. The factual misrepresentations made by NBIS and CTIS,
2 through Bon, are not cumulative or harmless. Rather, they have directly harmed
3 Sanchez by unfairly depriving her of separate and distinct relief from this Court.
4 Therefore, NBIS, CTIS, and “Bon’s” factual misrepresentations have adversely impacted
5 Sanchez’s substantial rights. *See Nev. R. Civ. P. 61.*

6 Allowing NBIS, CTIS, and “Bon” to use a factually erroneous and incomplete
7 record to their advantage on appeal will undeniably impact Sanchez’s substantial rights
8 on appeal in a negative way. Sanchez’s Motion is specifically intended to redress the
9 blatant fabrications that NBIS and CTIS perpetuated in this action through Bon to avoid
10 financial responsibility for the default judgment. NBIS and CTIS are the real parties in
11 interest in this case now, not Bon. This fact should not be overlooked, particularly
12 because of the timing of their attempts to avoid the default judgment and their distortion
of the facts in a self-serving manner.

13 **C. The Documentary Evidence Establishes NBIS and CTIS, through Bon,**
14 **Made Material Misrepresentations to this Court**

15 NBIS and CTIS use Bon to offer various reasons to contend their counsel did not
16 make any misrepresentations to this Court regarding Bon’s knowledge of Sanchez’s
17 personal injury complaint. All of the reasons given lack credibility because they ignore
18 the specific language NBIS, CTIS, and “Bon’s” counsel used, mischaracterize the context
19 in which counsel made the misrepresentations, and rely on other irrelevant facts. NBIS,
20 CTIS, and “Bon” even incorrectly suggest Sanchez alleges their counsel committed
21 fraud. This tactic is undoubtedly designed to mislead this Court into denying Sanchez’s
22 requested relief by claiming Sanchez fails to establish the requisite intent to prove fraud.
23 However, Sanchez’s Motion makes clear that counsel for NBIS, CTIS, and “Bon” made
24 material misrepresentations to this Court, which does not require a showing of malice
25 or intent. *Brauner v. AHC of Boise, LLC*, 459 P.3d 1246, 1262 (Idaho 2020). “Unlike
26 fraud, misrepresentation under Rule 60(b)(3) does not require a “evil, innocent, or
27 careless purpose.” *Iran v. United States*, No. 4:94-cr-00025-CDL-MSH, 2021 U.S. Dist.
28 LEXIS 154387, at *4 (M.D. Ga. Aug. 17, 2021). “Courts examining the question have
broadly held that misrepresentation and misconduct under Rule 60(b)(3) does not

1 require proof of nefarious intent or purpose.” *Phillips v. Stear*, 783 S.E.2d 567, 577 (W.
2 Va. 2016) (internal quotations omitted).

3 Counsel for NBIS and CTIS, through Bon, never drew a distinction between Bon’s
4 legal awareness of Sanchez’s personal injury lawsuit as opposed to his actual awareness.
5 Instead, he unequivocally stated that Bon had no knowledge of Sanchez’s lawsuit and
6 was not aware of the pending lawsuit. (Dkt. No. 80, at 10:20-21); (Dkt. No. 87, at 7:14-
7 18). Counsel never qualified his statements by suggesting Bon had no legal awareness
8 of the lawsuit because Sanchez did not personally serve him with the summons and
9 complaint. (Dkt. 80, at 10:20-21); (Dkt. 87, at 7:14-18). Although NBIS, CTIS, and
10 “Bon’s” counsel later suggested Bon had no knowledge of the complaint because he was
11 not personally served, he nullified the limitation on that statement by immediately
12 declaring “there is no evidence in the record that Bon was aware of the pending lawsuit.”
13 (Dkt. No. 87, at 9:5-6). Of course, that statement is not true because documents prove
14 NBIS and CTIS were aware of the lawsuit and explained the lawsuit to Bon on February
15 19, 2016. *See* Sanchez’s Mot. for Relief, Exhibit 17, Feb. 19, 2016 claims file note, Bates
16 no. NBIS_CTIS_00031. There also is no genuine distinction between Bon’s actual
17 awareness or legal awareness of Sanchez’s personal injury lawsuit because the entities
18 tasked to defend Bon’s interests, NBIS and CTIS, informed him of the lawsuit under an
19 exclusive reservation of power to handle any legal response to the lawsuit.

20 NBIS, CTIS, and “Bon” also try to excuse their counsel’s fabrication of Bon’s
21 knowledge of Sanchez’s lawsuit by referring to a representation made by the Acosta
22 Defendants’ attorney that Bon was aware of the case. Notably, NBIS and CTIS, through
23 Bon, never formally endorsed that statement or conceded its veracity. Rather, they
24 merely included it as part of their Statement of Facts in their Motion to Set Aside and
25 never once referred to it again. (Dkt. No. 80, at pp. 8-17). This fact does not excuse the
26 dishonest statements NBIS, CTIS, and “Bon” presented to this Court that Bon had no
27 knowledge or awareness of Sanchez’s complaint.⁵

28 ⁵ Any comparison between NBIS, CTIS, and “Bon’s” factual misstatements with the
alleged falsity of the affidavit of compliance previously submitted by Sanchez’s counsel
is patently absurd and factually wrong. Sanchez has already detailed, *supra*, that the

1 NBIS and CTIS rely on inaccurate facts to question the admissibility of the
2 documentary evidence establishing the falsity of their counsel's statements. NBIS and
3 CTIS, through Bon, incorrectly state an employee of DMA informed Bon of the lawsuit.
4 Blanco was an employee of NBIS and/or CTIS, not DMA. *See* Sanchez's Mot. for Relief,
5 Exhibit 12, at p. 4. Moreover, NBIS and CTIS produced the claims file notes in Sanchez's
6 separate judgment enforcement action in November 2021. *Id.* at Exhibit 11, p. 6.
7 Therefore, NBIS and CTIS have always possessed these documents and still allowed
8 their attorney, on behalf of Bon, to falsify Bon's knowledge of Sanchez's lawsuit before
9 the default was entered.

10 NBIS and CTIS's hearsay arguments are also predicated on the same factual
11 misstatements. Bon did not speak with a DMA claims employee. He spoke with Blanco,
12 an employee of NBIS and/or CTIS, who drafted the claims note. *See* Sanchez's Mot. for
13 Relief, Exhibit 17, Feb. 19, 2016 claims file note, Bates no. NBIS_CTIS_00031. Sanchez
14 also does not rely on DMA's discovery production in the enforcement action because
15 NBIS and CTIS, the entities funding this charade to set aside the default judgment for
16 "Bon's" benefit, produced the documents. *Id.* at Exhibit 11, p. 6. With that in mind, the
17 arguments that the operative February 19, 2016 claims file note is inadmissible hearsay
18 fail because it falls under two exceptions. Blanco's claims file note confirming she
19 notified Bon of Sanchez's personal injury complaint falls under the recorded recollection
20 hearsay exception because the note was made in close proximity to when the
21 conversation occurred based on its detail. *See* Nev. Rev. Stat. 51.125(1). Blanco made
22 no reference in her claims note that she spoke with Bon on a date before February 19,
23 106, the date she authored the note. *See* Sanchez's Mot. for Relief, Exhibit 17, Feb. 19,
24 2016 claims file note, Bates no. NBIS_CTIS_00031. Alternatively, the claims file note
25 is a record of regularly conducted activity because NBIS and CTIS retained the power
26 to handle a bodily injury lawsuit filed against an insured. *See* Nev. Rev. Stat. 51.135.
Otherwise, Rebecca Perez, a DMA employee, would not have forwarded Sanchez's

27 affidavit of compliance was correctly amended to reflect that she sent proof of service
28 through the DMV to Bon's last known address, via certified mail, and that the package
was returned as unclaimed.

1 complaint to “Cindy [Blanco] . . . to keep on [her] diary.” *See* Sanchez Mot. for Relief,
2 Exhibit 13, at 10:51 a.m. claims file note, Bates no. NBIS_CTIS_000030.

3 NBIS and CTIS’s questioning of the discoverability of these documents is also
4 without merit. The claim notes at issue were not prepared in anticipation of litigation
5 because Sanchez’s lawsuit was already commenced by the time the note was prepared.
6 Moreover, the information contained in the documents is certainly relevant and
7 proportional because NBIS and CTIS are using Bon to set aside the default judgment,
8 in part, because he did allegedly not know about the allegations in Sanchez’s complaint.

9 Finally, Sanchez has not violated the Stipulated Amended Protective Order
10 entered in her separate judgment enforcement action by providing the claims file notes
11 to this Court, *in camera*. The Stipulated Amended Protective Order expressly allows
12 any party objecting to the classification of documents as confidential to submit those
13 documents to the Court, “under seal, for an in-camera inspection.” *See* “Bon’s”
14 Opposition, Exhibit 1, at pp. 6-7, ¶ 11. Sanchez is currently challenging NBIS and
15 CTIS’s classification of the claims file notes as “confidential” in her enforcement action
16 because they do not contain proprietary information. Nothing in the Stipulated
17 Amended Protective Order precludes Sanchez from also submitting these documents, in
18 camera, in this action because their alleged confidentiality has not been compromised.

19 Sanchez has established that NBIS, CTIS, and “Bon” made material, factual
20 misrepresentations to hide that NBIS and CTIS informed Bon of the lawsuit in February
21 of 2019, but failed to inform him that entry of a default was possible based on Sanchez’s
22 service of her complaint through the DMV. By withholding this information to
23 misrepresent facts that are relevant to the service issue, NBIS and CTIS directly
24 harmed Sanchez’s ability to challenge all arguments NBIS and CTIS have made or will
25 make in their attempts to set aside the default judgment. The significance of the
26 information contained in the documents underscores the prejudice Sanchez has suffered
27 and will suffer on appeal if this Court does not amend its Order to reflect these critical
28 facts.

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1 IV.

2 **OPPOSITION TO COUNTERMOTION TO STRIKE MATERIALS IN**
3 **VIOLATION OF PROTECTIVE ORDER**

4 “Motions to strike apply only to pleadings, and courts are generally unwilling to
5 construe the rule broadly and refuse to strike motions, briefs, objections, affidavits or
6 exhibits attached thereto.” *Bank of N.Y. Mellon v. Meister Park Homeowners Ass’n*, No.
7 2:16-cv-01969-GMN-EJY, 2021 U.S. Dist. LEXIS 40431, at *20 (D. Nev. Mar. 2, 2021).
8 Nevertheless, NBIS, CTIS, and “Bon” request this Court strike Sanchez’s Motion and
9 exhibits. Their request is based on the same flawed arguments made in their Opposition
10 and do not warrant such drastic relief.

11 NBIS and CTIS’s characterization of Sanchez’s Motion as an attempt to
12 erroneously taint the record in this action defies all logic and commonsense. NBIS and
13 CTIS, through Bon, are the only entities that tainted the record in this matter by making
14 factually dishonest and misleading statements about Bon’s knowledge of the lawsuit and
15 their role in supplying him with that knowledge. Sanchez’s Motion is designed to rectify
16 the inaccuracies of the factual record to ensure this Court’s ruling is based on a complete
17 and truthful factual record. The very nature of the relief NBIS and CTIS are using Bon
18 to obtain, namely to set aside a substantial default judgment in excess of \$15,000,000.00
19 to preserve their financial interests only, necessitates that this Motion and the pertinent
20 exhibits remain part of the record. Otherwise, key facts detailing that NBIS, CTIS, and
21 Bon had notice of the lawsuit will not be granted the consideration they deserve. This
22 will unfairly deprive Sanchez of a just decision on appeal based on the merits. Sanchez’s
23 Motion and the exhibits attached thereto do not contain scandalous or impertinent
24 matter to even justify striking them from this record, assuming this Court wishes to
25 exercise its discretionary power in this manner. Therefore, Sanchez respectfully
26 requests this Court to deny “Bon’s” Motion to Strike Sanchez’s Motion and exhibits in
27 its entirety.
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V.

OPPOSITION TO CROSS-MOTION FOR RELIEF FROM VOID JUDGMENT

Sanchez's Motion narrowly requests relief solely from this Court's Order Denying Defendant Blas Bon's Motion for Rehearing and to Alter or Amend the Judgment and Order Denying Rule 60(b) Relief. Sanchez does not request relief from the valid, final default judgment this Court entered on July 19, 2019. Yet, NBIS, CTIS, and "Bon" are now using Sanchez's Motion to improperly present additional arguments that the default judgment is void. These arguments, while even weaker than the arguments previously presented to this Court, should have been asserted the first two times NBIS and CTIS used Bon to avoid the default judgment.

The default judgment is not void because this Court made clear that it retained jurisdiction to enter a default judgment against Bon despite the dismissal of Sanchez's claims against the Acosta Defendants. The Acosta Defendants' Answer did not extend to Bon's benefit because they did not have a common defense contemplated under Nevada law. None of these arguments genuinely call into question the legitimacy of the default and default judgment entered against Bon. Instead, they further demonstrate NBIS and CTIS's desperation to put forth any and all legal arguments, no matter how implausible or illegitimate, to avoid financial responsibility for a substantial default judgment.

A. NBIS and CTIS's Cross-Motion, Filed through Bon, is a Procedurally Improper Countermotion

EDCR 2.20(f) states, in relevant part: "An opposition to a motion **that contains a motion related to the same subject matter will be considered as a countermotion**" (emphasis added). Sanchez moved for relief from one order this Court issued after the default judgment was entered. Sanchez's motion does seek relief from the default judgment in any form. NBIS and CTIS, through Bon, filed a procedurally improper countermotion, disguised as a cross-motion, seeking relief that exceeds the subject matter of Sanchez's Motion. Therefore, this Court is not required to entertain NBIS and CTIS's improper countermotion, which necessitates the denial of that motion

1 in its entirety. Even if this Court chooses to entertain the cross-motion, NBIS and
2 CTIS's arguments fail from both a factual and legal perspective.

3 **B. This Court Expressly Reserved its Jurisdiction to Enter a Default**
4 **Judgment Against Bon Before the Stipulated Dismissal of Sanchez's**
5 **Claims against the Acosta Defendants was Entered**

6 NRCP 41(a)(1)(A) states, in relevant part: "the plaintiff may dismiss an action
7 without a court order by filing a stipulation of dismissal **signed by all parties who**
8 **have appeared**" (emphasis added); *see also, Jeep Corp. v. Second Judicial Dist. Court*
9 *of Nev.*, 98 Nev. 440, 443 (1982). NBIS and CTIS argue that the Stipulation and Order
10 dismissing Sanchez's claims against the Acosta Defendants somehow terminated the
11 entire action. However, Bon was not a signatory to the stipulation and order, a fact that
12 NBIS and CTIS conveniently omit in a failed attempt to legitimize their argument.
13 Sanchez and the Acosta Defendants did not unequivocally stipulate to the dismissal of
14 the entire action. Before the stipulation and order for dismissal was even entered,
15 Sanchez and the Acosta Defendants openly discussed with this Court, on numerous
16 occasions, that Sanchez intended to seek entry of a default judgment against Bon. *See*
17 **Exhibits 4, 5, 6, and 7**. Before the stipulation and order for dismissal was entered, this
18 Court expressly reserved and retained jurisdiction to enter a default judgment against
19 Bon. *Id.* Based on these uncontroverted facts, it is inconceivable that this Court
20 somehow extinguished its jurisdiction to enter a default judgment against Bon when the
21 stipulation was expressly contemplated to only dismiss Sanchez's claims against the
22 Acosta Defendants. NBIS and CTIS are simply manipulating the language contained
23 in the Stipulation and Order to justify their baseless argument that the judgment is void
24 in direct contravention of the factual record and this Court's actions.

25 The February 6, 2019 order statistically closing the case is also insignificant
26 because it was erroneously entered. On January 29, 2019, this Court expressly allowed
27 Sanchez additional time to submit her application for entry of a default judgment
28 against Bon to April 2, 2019. *See Exhibit 7*. On March 29, 2019, four days before the
April 2, 2019 hearing, Sanchez filed her Application for Entry of a Default Judgment
against Bon. (Dkt. No. 66). Therefore, the entry of an order statistically closing the case

1 was filed in error as this Court plainly retained jurisdiction to enter a default judgment
2 against Bon nearly seven months before that order was filed. NBIS, CTIS, and “Bon’s”
3 request for this Court to certify its intent to conclude the default judgment is void on
4 this basis is baffling given their complete disregard of the factual record.

5 **C. The Acosta Defendants’ Answer to Sanchez’s Complaint Did Not Inure to**
6 **Bon’s Benefit**

7 NBIS, CTIS, and “Bon” expect this Court to entertain the notion that the answers
8 filed by the Acosta Defendants somehow inured to his benefit because they shared a
9 common defense. This argument is invalid as a matter of Nevada law. A co-defendant’s
10 answer inures to the benefit of a defaulting defendant where they share a common
11 defense. *Paul v. Pool*, 96 Nev. 130, 132-33 (1980). In *Paul*, the plaintiff was injured in
12 a motor vehicle collision and sued the adverse driver, Bledsoe. *Id.* at 131. The plaintiff
13 also sued Bledsoe’s stepfather, Paul, alleging Bledsoe’s negligence was imputed to Paul
14 because he signed the driver’s license application for Bledsoe, a minor. *Id.* Paul failed
15 to file an answer to the complaint and a default judgment was subsequently entered
16 against him. *Id.* On appeal, the Nevada Supreme Court concluded the default judgment
17 was entered in error against Paul based on the nature of the defenses asserted by the
18 Bledsoe in his answer:

19 Bledsoe’s amended answer denied negligence and pleaded
20 the affirmative defenses of contributory negligence and
21 assumption of the risk. **Since appellant [Paul] is liable**
22 **only if Bledsoe’s negligence can be proved, the**
23 **defenses interposed by Bledsoe’s answer inure to the**
24 **benefit of appellant as if appellant had personally**
25 **filed an answer.**

26 *Id.* at 637 (emphasis added).

27 In other words, Paul was entitled to receive the benefit of Bledsoe’s answer and
28 affirmative defenses because his negligence was expressly dependent upon a finding
that Bledsoe was negligent. This is not the case with respect to Bon and the Acosta
Defendants. Bon struck Sanchez’s vehicle first and then former Defendant Joseph
Acosta struck Sanchez’s vehicle thereafter. (Application for Default Judgment, Dkt. No.
66, at 3:11-17). Bon’s negligence was independent of Joseph Acosta’s negligence because
they each separately struck Sanchez’s vehicle. Bon’s negligence was based on his failure

1 to use due care while driving his vehicle when he crashed into Sanchez's vehicle. Bon's
2 negligence was not predicated upon first determining that former Defendant Joseph
3 Acosta was negligent. Therefore, the affirmative defenses made by the Acosta
4 Defendants, individually or collectively, did not benefit Bon. This is precisely why the
5 Acosta Defendants filed a cross-claim against Bon for contribution and indemnity. (Dkt.
6 Nos. 6, 24). Under NBIS and CTIS's flawed logic, a negligent defendant could always
7 avoid a default judgment so long as his co-defendant filed an answer. This is certainly
8 not reflected in the *Paul* decision. Based on the facts presented here, Bon is not entitled
9 to receive the benefit of the defenses asserted by Joseph Acosta, individually, or the
10 Acosta Defendants, collectively.

11 As Sanchez has argued on numerous occasions, her amended complaint did not
12 change the substance of the allegations against Bon to necessitate service of the
13 amended complaint on him. Afterall, the default was already entered against Bon over
14 six months before the amended complaint was filed. (Dkt Nos. 14, 22). Nevertheless,
15 NBIS and CTIS ask this Court to find that Sanchez's Amended Complaint expunged
16 Bon from any liability for her injuries. They simultaneously ask this Court to find that
17 by denying all relevant allegations against "Defendants" in the amended complaint, the
18 Acosta Defendants' Answer should also inure to Bon's benefit because Sanchez alleged
19 Bon was negligent in the amended complaint. These contradictory positions illustrate
20 the absurdity of NBIS and CTIS's arguments in that they will contort the facts in any
21 manner to further their arguments. NBIS and CTIS fail to realize that by asserting
22 Sanchez's Amended Complaint implicated Bon's negligence only when it furthers their
23 own interests, all of their arguments lose credibility. Ultimately, Nevada law and the
24 facts of this case do not warrant a finding that default judgment is void because Bon was
25 somehow entitled to the defenses asserted by the Acosta Defendants in their respective
26 Answers.

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D. Sanchez's Requested Relief Does Not Require this Court to Re-Open the Proceedings for Any Fact-Finding Purpose

NBIS and CTIS boldly ask this Court to allow them to now tender a defense for Bon against Sanchez's allegations set forth in her personal injury complaint. In essence, NBIS and CTIS ask this Court to excuse their clear failure to satisfy the duty to defend Bon against Sanchez's personal injury lawsuit. Respectfully, this request is completely unacceptable and illustrates the arrogance of NBIS and CTIS. For NBIS and CTIS to assert they should now be allowed to defend Bon against Sanchez's lawsuit, even after they allowed a financially ruinous judgment to be entered against him, is indicative of their failure to appreciate the consequences of their failure to defend. Endorsing this position will simply embolden liability insurers to refuse to satisfy their defense obligations knowing that they can later come in when their financial interests are implicated to provide a defense and avoid any adverse outcome. NBIS and CTIS's absurd request is completely unsupported by Nevada law. *Century Sur. Co. v. Andrew*, 134 Nev. 819, 826 (2018) ("the insurer refuses to defend at its own peril").

As to Sanchez's request, this Court need not conduct an evidentiary hearing to amend its Order because the documentary evidence, by itself, proves NBIS and CTIS, through, Bon, made factual misrepresentations to this Court. Because Sanchez does not allege NBIS and CTIS, through Bon, committed fraud, an evidentiary hearing is not warranted. Therefore, Sanchez requests this Court refuse NBIS and CTIS's request to hold an evidentiary hearing or to certify its intent to grant any of their requests to conclude the default judgment is void.

VI.

CONCLUSION

Based on the foregoing facts, law, and analysis, Plaintiff Diane Sanchez respectfully requests this Court to **GRANT** her Motion for Relief from Order Denying Defendant Blas Bon's Motion for Rehearing and to Alter or Amend the Judgment and Order Denying Rule 60(b) Relief and to Alter or Amend that Order Pursuant to NRCp 60(b)(3).

1 Sanchez further requests this Court to **DENY** “Bon’s” Countermotion to Strike
2 Materials in Violation of Protective Order and improper Cross-Motion for Relief from
3 Void Judgment.

4 DATED this 8th day of February, 2022.

5 Respectfully Submitted,

6 **PRINCE LAW GROUP**

7
8
9 /s/ Kevin T. Strong
10 DENNIS M. PRINCE
11 Nevada Bar No. 5092
12 KEVIN T. STRONG
13 Nevada Bar No. 12107
14 10801 West Charleston Boulevard
15 Suite 560
16 Las Vegas, Nevada 89135
17 Tel: (702) 534-7600
18 Fax: (702) 534-7601
19 Attorneys for Plaintiff
20 *Diane Sanchez*
21
22
23
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25
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27
28

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 8th day of February, 2022, I caused the foregoing document
4 entitled **PLAINTIFF DIANE SANCHEZ'S REPLY IN SUPPORT OF MOTION**
5 **FOR RELIEF FROM ORDER DENYING DEFENDANT BLAS BON'S MOTION**
6 **FOR REHEARING AND TO ALTER OR AMEND THE JUDGMENT AND ORDER**
7 **DENYING RULE 60(b) RELIEF AND TO ALTER OR AMEND THAT ORDER**
8 **PURSUANT TO NRCP 60(b)(3) AND OPPOSITION TO COUNTERMOTION TO**
9 **STRIKE MATERIALS IN VIOLATION OF PROTECTIVE ORDER AND CROSS-**
10 **MOTION FOR RELIEF FROM VOID JUDGMENT** to be served upon those persons
11 designated by the parties in the E-Service Master List for the above-referenced matter
12 in the Eighth Judicial District Court E-Filing System in accordance with the mandatory
13 electronic service requirements of Administrative Order 14-2 and the Nevada Electronic
14 Filing and Conversion Rules.

15 William P. Volk
16 **HOLLEY DRIGGS**
17 400 S. Fourth Street
18 Suite 300
19 Las Vegas, Nevada 89101

20 -AND-

21 Daniel F. Polsenberg
22 Joel D. Henriod
23 Abraham G. Smith
24 **LEWIS ROCA ROTHGERBER CHRISTIE LLP**
25 3993 Howard Hughes Parkway, Suite 600
26 Las Vegas, Nevada 89169
27 Attorneys for Defendant
28 *Blas Bon*

24 /s/ Kevin T. Strong
25 An Employee of PRINCE LAW GROUP

EXHIBIT 1



October 27, 2015

Department of Motor Vehicles
Attention: Director's Office
555 Wright Way
Carson City, Nevada 89711

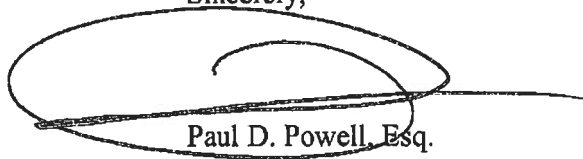
Re: Sanchez vs. Bon
Case No.: A-15-722815-C
Date of Loss: April 28, 2015

To Whom It May Concern:

Please find enclosed copies of the Complaint, Summons and Declaration of Diligence with regards to the above-referenced matter. Also, pursuant to NRS 14.070, please find enclosed a check (#1811) in the amount of \$5.00. Please serve Defendant, Blas Bon, accordingly.

If you have any questions or concerns, please contact my office.

Sincerely,



Paul D. Powell, Esq.

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

EXHIBIT 3

DISTRICT COURT
CLARK COUNTY, NEVADA

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

That on October 19, 2015 service of the Complaint on file herein and a copy of the Summons issued following the filing of said Complaint was attempted on BLAS BON at his best 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 That on or about October 27, 2015 I caused to be served upon the Director of the
4 Department of Motor Vehicles of the State of Nevada at Carson City, Nevada, via United States
5 Mail, a copy of the Complaint on file herein, a copy of the Summons issued following the filing of
6 the Complaint, a copy of the Declaration of Diligence, together with the statutory fee of \$5.00, all in
7 accordance with N.R.S. 14.070. Said documents were received by the Department of Motor
8 Vehicles on November 2, 2015 as evidenced by the letter from the Department of Motor Vehicles
9 attached hereto as **Exhibit 2**, acknowledging receipt of said Complaint and Summons.
10

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

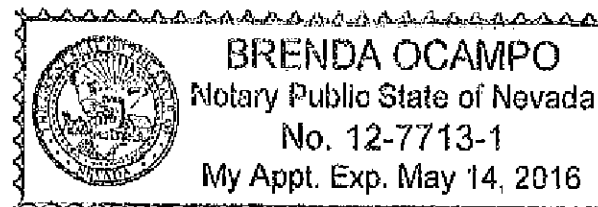
18 DATED this 29th day of March, 2015.
19

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 29 day of March, 2016.
28

NOTARY PUBLIC



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CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5 (b), I hereby certify that on the 29th 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

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 DIANE SANCHEZ,

10 Plaintiff,

11 vs.

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

15 Defendants.

)
) CASE NO. A722815
) DEPT. NO. XXV
)
)

) **AFFIDAVIT OF COMPLIANCE**
)
)
)

16 STATE OF NEVADA)

17) ss.

18 COUNTY OF CLARK)

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

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

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

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 13th 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 13th day of November, 2015.

28 NOTARY PUBLIC

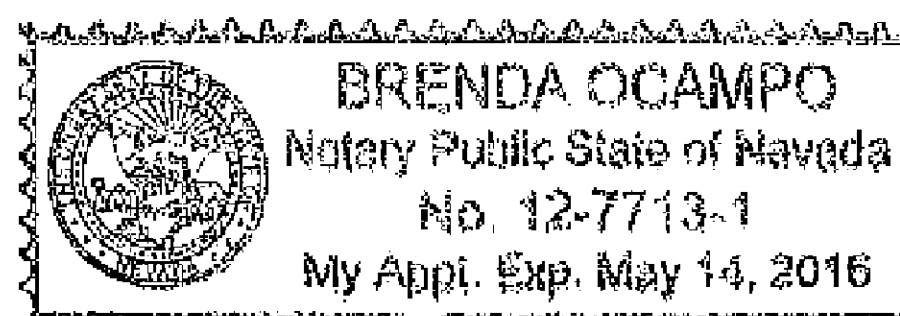


EXHIBIT 2

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

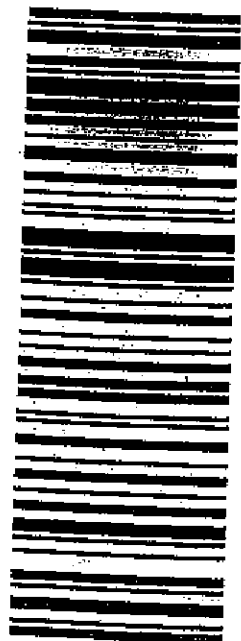
The Power Law Firm

6785 W. Russell Rd. #210

Las Vegas, NV 89119

JP

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- ☐ Attempted, Not Known
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- ☐ No Such Number
- ☐ No Receipt
- ☐ No Receipt
- ☐ Decayed
- ☐ Vacant

Blas Bar

3900 Cambridge Street #

Las Vegas, NV 89119

