APPENDIX

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APPENDIX A

[FILED: DECEMBER 5, 2024]

IN THE SUPREME COURT OF THE
STATE OF NEVADA

MALCO ENTERPRISES OF NEVADA, INC., A DOMESTIC CORPORATION, Appellant, vs. ALELIGN WOLDEYOHANNES, Respondent.	No. 85978

Appeal from a district court order applying a default judgment in a personal injury action. Eighth Judicial District Court, Clark County; Bita Yeager, Judge.

Affirmed.

Malco Enterprises of Nevada, Inc., and Tamer B. Botros, Las Vegas; Messner Reeves LLP and Renee M. Finch and Steven G. Knauss, Las Vegas, for Appellant.

Hilton Parker LLC and Jonathan Lawrence Hilton, Reynoldsburg, Ohio; The702Firm and Bradley J. Myers, Michael C. Kane, and Brandon A. Born, Las Vegas, for Respondent.

BEFORE THE SUPREME COURT, STIGLICH, PICKERING, and PARRAGUIRRE, JJ.

OPINION

By the Court, PARRAGUIRRE, J.:

NRS 482.305 holds short-term lessors of motor vehicles who fail to provide minimum insurance coverage to lessees jointly and severally liable for damages caused by a lessee's negligence. A federal statute known as the Graves Amendment, 49 U.S.C. § 30106, prohibits states from holding vehicle lessors vicariously liable for damages caused by others without a showing of negligence or wrongdoing. In this opinion, we conclude that NRS 482.305 is not preempted by the Graves Amendment because it is a financial responsibility law that is preserved by the Graves Amendment's savings clause. *See* 49 U.S.C. § 30106(b). The district court correctly reached the same conclusion in applying a default judgment against the lessor in the proceeding below. Thus, we affirm.

FACTS AND PROCEDURAL HISTORY

Sky Moore rented a car from Budget Car and Truck Rental of Las Vegas, an entity owned and operated by appellant Malco Enterprises of Nevada, Inc. Sky named Daniel Moore as an additional driver and declined "Supplemental Liability Insurance," which covers the lessee and additional drivers against injury and property damage claims. Daniel subsequently rear-ended respondent Alelign Woldeyohannes while driving the rental car while intoxicated.

Alelign sued Daniel for damages under theories of negligence and negligence per se and Malco for negligent entrustment. Alelign served Daniel by publication,[1] but Daniel never answered the complaint, nor did he

[1] The record also indicates that Alelign unsuccessfully attempted to serve Daniel via mail and by process server at an address in Englewood, Colorado, in July and August 2020.

participate in the litigation. Daniel's failure to appear resulted in entry of a default against him.

The case subsequently proceeded to arbitration, and Malco participated in the arbitration. The arbitrator entered an award in Alelign's favor for $32,680.26, but Malco requested trial de novo. The request was granted, and the case proceeded in the district court under short trial rules. The short trial judge entered default judgment against Daniel in the amount of $37,886.82.

Alelign moved to apply the default judgment against Malco under NRS 482.305(1), which holds short-term lessors of motor vehicles who fail to provide coverage "jointly and severally liable" for damages caused by negligent lessees. Malco opposed, arguing that NRS 482.305 is preempted by the Graves Amendment, 49 U.S.C. § 30106, which prohibits states from holding vehicle lessors vicariously liable for damages caused by others without a showing of negligence or wrongdoing on the part of the lessor.

The short trial judge granted Alelign's motion to apply the default judgment against Malco, and the district court subsequently entered a final judgment consistent with the short trial judge's findings. The short trial judge concluded, and the district court affirmed, that NRS 482.305 is not preempted by the Graves Amendment because "NRS 482.305 is a financial responsibility law" subject to the Graves Amendment's savings clause. Malco now appeals, challenging the conclusion regarding preemption.[2]

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[2] We note that Malco only raises the preemption issue on appeal. It did not argue below, nor does it raise on appeal, that it complied with the statutory minimum insurance coverage requirements expressed in NRS 482.305. Therefore, we will not consider the issue. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged in the trial court, unless it goes to the jurisdiction

DISCUSSION

Overview of the Graves Amendment

The Graves Amendment, enacted by Congress in 2005, states:

> An owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) *shall not be liable under the law of any State* or political subdivision thereof, *by reason of being the owner of the vehicle* (or an affiliate of the owner), for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of rental or lease, if—
>
> (1) the owner (or an affiliate of the owner) is engaged in the trade or business of renting or leasing motor vehicles; and
>
> (2) *there is no negligence or criminal wrongdoing on the part of the owner* (or an affiliate of the owner).

49 U.S.C. § 30106(a) (emphases added).

Critically, the Graves Amendment includes a savings clause. As legislative history of the Graves Amendment indicates, some members of Congress opposed the legislation on the grounds that if an individual were injured by the negligent driver of a rented motor vehicle, they could be left without legal recourse for damages if they were prohibited from suing the rental car company.[3]

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of that court, is deemed to have been waived and will not be considered on appeal.").

[3] Stated more plainly, "[i]f a foreigner rents a car in New York City or Los Angeles, runs over a pedestrian and her child, and then flees the country, the injured family would be left with no remedy should this amendment pass." 151 Cong. Rec. H1200 (daily ed. Mar. 9, 2005) (statement of Rep. Jerry Nadler).

See 151 Cong. Rec. H1199-1200 (daily ed. Mar. 9, 2005). Opponents feared this risk would be especially problematic in "big tourism States," like Nevada, where injured residents may struggle to bring negligent drivers visiting from out of state into court. *See id.* at H1200 (statement of Rep. Jerry Nadler).

Representative Sam Graves, the legislation's proponent, assured his opponents that there would be "no uninsured rental vehicles on the road," and "[e]very single rental vehicle out there has to meet the State's minimum requirements for insurance." 151 Cong. Rec. H1200 (daily ed. Mar. 9, 2005). Representative Graves further provided that the proposed legislation would not affect state laws mandating that rental vehicles be insured because "before they can even be registered, [they] have to meet the State's minimum requirements for insurance." *Id.* at H1202. Thus, Representative Graves implied that the amendment would maintain "recourse," *id.* at H1200, and "compensation or means for compensation" for constituents in high-tourism areas, *id.* at H1202 (statement of Rep. Sam Graves). The savings clause pertaining to state "[f]inancial responsibility laws" reads:

> Nothing in this section supersedes the law of any State or political subdivision thereof—
>
> (1) imposing financial responsibility or insurance standards on the owner of a motor vehicle for the privilege of registering and operating a motor vehicle; or
>
> (2) imposing liability on business entities engaged in the trade or business of renting or leasing motor vehicles for failure to meet the financial responsibility or liability insurance requirements under State law.

49 U.S.C. § 30106(b).

Overview of NRS 482.305

NRS 482.305(1) states, in relevant part, that:

> The *short-term lessor* of a motor vehicle who permits the short-term lessee to operate the vehicle upon the highways, and *who has not complied with NRS 482.295 insuring or otherwise covering the short-term lessee against liability arising out of his or her negligence in the operation of the rented vehicle* in limits of not less than $25,000 for any one person injured or killed and $50,000 for any number more than one, injured or killed in any one crash, and against liability of the short-term lessee for property damage in the limit of not less than $20,000 for one crash, *is jointly and severally liable with the short-term lessee for any damages caused by the negligence of the latter* in operating the vehicle *and for any damages caused by the negligence of any person operating the vehicle by or with the permission of the short-term lessee* . . . .[4]

(Emphases added.)

Whether the Graves Amendment preempts NRS 482.305

"Pursuant to the Supremacy Clause of the United States Constitution [U.S. Const. art. VI, cl. 2], 'state laws that conflict with federal law are without effect.'" *Munoz v. Branch Banking & Tr. Co.*, 131 Nev. 185, 187, 348 P.3d 689, 690 (2015) (quoting *Altria Grp., Inc. v. Good*, 555 U.S.

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[4] We note that NRS 482.305 was originally enacted in 1931, almost 75 years before Congress passed the Graves Amendment in 2005. *See* 1931 Nev. Stat., ch. 202, § 20, at 333. The Legislature amended NRS 482.305 in both the 2015 and 2017 legislative sessions, but only to make minor word changes (2015) and update minimum coverage amounts (2017). There was no mention of the Graves Amendment or preemption by federal law. *See* 2017 Nev. Stat., ch. 258, § 1, at 1339-40; 2015 Nev. Stat., ch. 317, § 5, at 1626-27.

70, 76 (2008)). A preemption problem may arise where a federal statute *expressly* preempts state law by "containing an express preemption provision" that "withdraw[s] [a] specified power[ ] from the States," *Arizona v. United States*, 567 U.S. 387, 399-400 (2012), as the Graves Amendment appears to do, *cf.* 49 U.S.C. § 30106(a) ("An owner of a motor vehicle that rents or leases the vehicle to a person . . . *shall not be liable under the law of any State* . . . ." (emphasis added)).

This court reviews preemption questions de novo. *Munoz*, 131 Nev. at 188, 348 P.3d at 691. The United States Supreme Court has explained that an express federal preemption provision must be narrowly construed. *See Altria*, 555 U.S. at 76 ("If a federal law contains an express pre-emption clause, it does not immediately end the inquiry because the question of the substance and scope of Congress' displacement of state law still remains."). Moreover, when addressing a preemption question, the court must "begin [its] analysis 'with the assumption that the historic police powers of the States [are] not to be superseded by the Federal Act unless that was the clear and manifest purpose of Congress.'" *Id.* at 77 (quoting *Rice v. Santa Fe Elevator Corp.*, 331 U.S. 218, 230 (1947)). "That assumption applies with particular force when Congress has legislated in a field traditionally occupied by the States." *Id.* Accordingly, "[i]f the statute contains an express pre-emption clause, the task of statutory construction must in the first instance focus on the plain wording of the clause, which necessarily contains the best evidence of Congress' pre-emptive intent." *CSX Transp., Inc. v. Easterwood*, 507 U.S. 658, 664 (1993). But "when the text of a pre-emption clause is susceptible of more than one plausible reading, courts ordinarily accept the reading that disfavors pre-emption." *Altria*, 555 U.S. at 77 (internal quotation marks omitted).

Here, "personal-injury actions involving rented or leased motor vehicles" is a field traditionally occupied by the states. *Mumpower v. Malco Enters. of Nev., Inc.*, 654 F. Supp. 3d 1146, 1151 (D. Nev. 2023). Thus, we read any ambiguity with respect to Congress' intent behind the Graves Amendment in a manner that disfavors preemption of NRS 482.305. *See Altria*, 555 U.S. at 77.

The short trial judge correctly determined that NRS 482.305 is preserved by the Graves Amendment's savings clause

The Graves Amendment plainly forbids state laws "imposing strict liability against a rental car company for the negligent acts of its lessee." *Garcia v. Vanguard Car Rental USA, Inc.*, 540 F.3d 1242, 1246 (11th Cir. 2008). Given that NRS 482.305 appears to allow for precisely this type of action, express preemption by the Graves Amendment may seem to be a foregone conclusion. Here, however, the short trial judge determined that "NRS 482.305 is a financial responsibility law that fits within the carve-out of 49 U.S.C. § 30106(b) and is therefore not preempted by the Graves Amendment." Thus, we will assess whether NRS 482.305 falls within the savings clause.

Garcia is the prevailing case interpreting the Graves Amendment's savings clause. *Garcia* concerned a Florida statute, Fla. Stat. § 324.021(9)(b)(2), that held short-term vehicle lessors vicariously liable for damages but "reduce[d] the rental company's liability exposure *if a lessee* [was] insured for $500,000 or more," 540 F.3d at 1246 (emphasis added). The United States Court of Appeals for the Eleventh Circuit began by defining "the term 'financial responsibility law' to denote state laws which *impose insurance-like requirements* on owners or operators of motor vehicles, but permit them to carry, in lieu of liability insurance per se, its financial equivalent, such as a bond or self-insurance." 540 F.3d at 1247

(emphasis added). The court reached this conclusion by noting "the ubiquitous association of 'financial responsibility' with insurance requirements" in statutes, treatises, and legal dictionaries. *Id.* at 1248. Ultimately, the *Garcia* court determined that Florida Statute § 324.021(9)(b)(2) was not a financial responsibility law subject to the Graves Amendment's savings clause because the statute "*induce*[*d*]," rather than *required*, "car rental companies to ensure that their lessees are adequately insured." 540 F.3d at 1248 (emphasis added). As the court explained, "financial responsibility laws are *legal requirements*, not mere financial *inducements* imposed by law." *Id.* (emphases added). The *Garcia* court wrapped up its interpretation of the savings clause as follows:

> [T]he import of the Graves Amendment is clear. States may require insurance or its equivalent as a condition of licensing or registration, or may impose such a requirement after an accident or an unpaid judgment. 49 U.S.C. § 30106(b)(1). They may suspend the license and registration of, or otherwise penalize, a car owner who fails to meet the requirement, or who fails to pay a judgment resulting from a collision. 49 U.S.C. § 30106(b)(2). *They simply may not impose such judgments against rental car companies based on the negligence of their lessees.* 49 U.S.C. § 30106(a).

540 F.3d at 1249 (emphasis added).

Other jurisdictions have adhered closely to *Garcia* and its distinction between insurance *requirements* and *inducements* as key to determining whether a statute is subject to the Graves Amendment's savings clause. *Compare Meyer v. Nwokedi*, 777 N.W.2d 218, 225 (Minn. 2010) (determining a Minnesota statute was preempted by the Graves Amendment because the statute used "if . . .

then" language that merely "provide[d] rental-vehicle owners with the *option* of capping potential vicarious liability for legal damages" rather than imposing liability for failure to meet insurance requirements) (emphasis added)), *and Rodriguez v. Testa*, 993 A.2d 955, 965 (2010) (determining a Connecticut statute was preempted by the Graves Amendment because it "[did] not *mandate* that lessors procure such [insurance] coverage as a prerequisite to conducting business" but rather gave them the *option* to do so), *with Puerini v. LaPierre*, 208 A.3d 1157, 1165 (R.I. 2019) (determining the Graves Amendment did not preempt a Rhode Island statute that "impos[ed] liability on [lessors] . . . for failure to meet [Rhode Island's] financial responsibility or liability insurance requirements" (second alteration added)).

Malco emphasizes that most of the foregoing decisions determined that the Graves Amendment preempted state statutes. This is true, but only because the statutes at issue in those decisions did not *require* rental companies to ensure their lessees were adequately insured, as our summary makes clear.

Malco offers *Subrogation Division, Inc. v. Brown*, 446 F. Supp. 3d 542 (D.S.D. 2020), as a supposed alternative to the requirement/inducement analysis set forth in *Garcia*. However, as Alelign notes, *Brown* concerned a South Dakota law that held lessors *primarily* liable. Therefore, *Brown* would only have significance in this case if Nevada law also imposed primary liability on lessors. We therefore decline to adopt this alternative analysis and instead follow our sister courts in adopting *Garcia's* approach.

Interpreting NRS 482.305

Once again, NRS 482.305(1) provides, in relevant part, that a lessor who leases a vehicle to a lessee "*and* who has not complied with NRS 482.295 insuring or

otherwise covering the short-term lessee against liability arising out of his or her negligence" in minimum amounts of $25,000 (one person injured or killed), $50,000 (more than one person injured or killed), and $20,000 (property damage), "is jointly and severally liable . . . for any damages caused by the negligence" of the short-term lessee and any additional driver.

Hall v. Enterprise Leasing Company-West, 122 Nev. 685, 137 P.3d 1104 (2006), sets forth our most recent interpretation of NRS 482.305. In essence, we considered the proper allocation of liability between a short-term lessor and a negligent lessee, where the lessee carried personal insurance ($100,000 liability per person injured), the lessor *also* provided coverage to the minimum limits ($15,000 per person injured and $30,000 total for two or more persons injured), and the plaintiff claimed damages in excess of the lessee's personal liability limit. *Hall*, 122 Nev. at 686-87, 137 P.3d at 1105-06.

In addressing this issue, *Hall* initially explained that

> NRS 482.295 *requires* short-term lessors to provide evidence of minimum coverage on rental vehicles as a condition of DMV registration. In turn, NRS 482.305 *requires* that the independent minimum coverage provided under NRS 482.295 must also cover short-term lessees *in order for* the lessor to avoid joint and several liability to the injured third-party claimant for damages caused by the lessee.

122 Nev. at 690, 137 P.3d at 1107 (emphases added). Furthermore, as recognized in *Hall,* in *Salas v. Allstate Rent-A-Car, Inc.*, 116 Nev. 1165, 14 P.3d 511 (2000), this court interpreted NRS 482.305 as part of a statutory scheme that "mandates dual or 'stacked' coverage when the short-term lessee is insured under a personal automobile liability policy, when the short-term lessor has provided statutory coverage, and when the damages

sustained by the claimant against the lessee exceed the lessee's personal insurance limits." 122 Nev. at 689, 137 P.3d at 1107. *Hall* also noted that under *Alamo Rent-A-Car, Inc. v. State Farm Mutual Automobile Insurance Co.*, 114 Nev. 154, 953 P.2d 1074 (1998), "the short-term lessee's personal policy provides primary coverage up to the statutory minimums, and the coverage provided by the short-term lessor is deemed to be 'secondary,' *i.e.*, excess coverage." 122 Nev. at 689, 137 P.3d at 1107 (quoting *Alamo*, 114 Nev. at 159, 953 P.2d at 1077). Accordingly, "absent a personal policy covering the driver, the lessor 'will step in and compensate the victim up to the minimum limits.'" *Id.* (quoting *Alamo*, 114 Nev. at 160, 953 P.2d at 1077).

Thus, *Hall* concluded that "NRS 482.305 implicitly *requires* that the short-term lessor independently provide minimum 'insurance' or 'coverage' to *indemnify* the short-term lessee for his or her liabilities to third parties injured by the short-term lessee's negligence." 122 Nev. at 690, 137 P.3d at 1107 (emphases added). Pursuant to *Salas*, "these coverages stand as independent sources of public protection against the use of short-term rental vehicles." *Hall*, 122 Nev. at 690, 137 P.3d at 1107-08. Moreover, this court clarified that "*Salas'* conclusion is underscored by the language in NRS 482.305(4) that mandates dismissal of actions against the short-term lessor when the lessor, not the lessee, provides proof that it 'has provided' the required coverage (insurance, deposit or bond)." *Id.* at 690, 137 P.3d at 1108. Critically, *Hall* also clarified that if a lessor of a rental car provides the statutorily mandated liability coverage to a lessee under NRS 482.305(1), the lessor has no *direct* liability to a third-party tort claimant but merely *indemnifies* for the underlying tort liability of the lessee to the extent of the damages proved. 122 Nev. at 692-93, 137 P.3d at 1109.

Hall was decided before passage of the Graves Amendment, but its analysis remains unaffected by the Amendment and informs the instant preemption issue on several grounds. First, *Hall* clearly interprets NRS 482.305 as imposing a *legal requirement* that lessors independently cover lessee liability up to the minimum amounts, rather than a mere financial *inducement* to do so. *Cf. Garcia*, 540 F.3d at 1248. This interpretation is supported by the plain language of NRS 482.305(1), which provides that lessors who permit lessees to operate a leased vehicle "upon the highways" *and* who fail to provide minimum coverage to the lessee will be "jointly and severally liable" with the lessee. Unlike the Florida, Minnesota, and Connecticut statutes mentioned above, NRS 482.305 does not use "if . . . then" language, *Meyer*, 777 N.W.2d at 225, and does not merely give lessors "the *option*" to provide lessees with coverage, *Rodriguez*, 993 A.2d at 965. Rather, like the Rhode Island provision upheld in *Puerini*, NRS 482.305 imposes liability on lessors for failure to meet *Nevada's* "financial responsibility or liability insurance requirements." 208 A.3d at 1165 (quoting 49 U.S.C. § 30106(b)(2)). This point is made clear by NRS 482.305(4), which, as *Hall* explains, requires dismissal of actions against a lessor when the lessor proves it has provided the lessee with minimum coverage. 122 Nev. at 690, 137 P.3d at 1108.

Second, *Hall*'s discussion of Nevada's dual coverage system clarifies that the lessor's coverage under NRS 482.305 only serves to "step in" and compensate the victim when damages "exceed the lessee's personal insurance limits." 122 Nev. at 689, 137 P.3d at 1107. Thus, the lessor's coverage is "secondary." *Id.* This renders *Brown* distinguishable because Nevada does not require lessors "to *primarily* cover" lessee damages. 446 F. Supp. 3d at 553 (emphasis added). Moreover, *Hall* emphasizes that the legal mechanism underlying NRS 482.305 is the

lessor's *indemnity* for lessee liability, rather than its *direct liability* to the victim. 122 Nev. at 692-93, 137 P.3d at 1109. In our view, this steers NRS 482.305 clear of *Garcia's* prohibition that financial responsibility cannot be "premised on" vicarious liability such that "[t]he exception would swallow the rule." 540 F.3d at 1248. NRS 482.305 does not impose strict vicarious liability upon lessors "based on the negligence of their lessees," *Garcia*, 540 F.3d at 1249, because this court has not read NRS 482.305 "to engraft independent tort liability upon the lessor for the lessee's negligence," *Hall*, 122 Nev. at 693, 137 P.3d at 1109. Rather, "liability only obtains when [a lessor] fails to provide the separate short-term rental insurance or security." *Id.* (internal quotation marks omitted).

CONCLUSION

In sum, we hold that NRS 482.305 is not preempted by the Graves Amendment because it is a financial responsibility law preserved by the savings clause under 49 U.S.C. § 30106(b)(1) and (2). *Hall* clearly supports an interpretation of NRS 482.305 as "imposing liability [on lessors] . . . for failure to meet the financial responsibility or liability insurance requirements under State law" pursuant to 49 U.S.C. § 30106(b)(2). *See Hall*, 122 Nev. at 693, 137 P.3d at 1109. We therefore affirm the district court's judgment confirming the decision of the short trial judge.

/s/ Parraguirre, J.
Parraguirre

We concur:

/s/ Stiglich, J.
Stiglich

/s/ Pickering, J.
Pickering

APPENDIX B

[FILED: JANUARY 6, 2023]

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DISTRICT COURT

CLARK COUNTY, NEVADA

ALELIGN WOLDEYOHANNES, Plaintiff, vs. DANIEL MOORE, individually; MALCO ENTERPRISES OF NV INC., a domestic corporation; DOES I through X, inclusive; and	Case No.: A-20-817739-C Dept. No.: 1 **ORDER ON PLAINTIFF'S MOTION TO APPLY DEFAULT JUDGMENT AGAINST DEFENDANT MALCO ENTERPRISES OF NV INC. ON ORDER**

ROE CORPORATIONS I through X, inclusive, Defendants.	**SHORTENING TIME, OR ALTERNATIVELY, FOR LEAVE TO AMEND COMPLAINT**

Plaintiff Alelign Woldeyohannes's *Motion to Apply Default Judgment Against Defendant Malco Enterprises of NV Inc., on Order Shortening Time, or alternatively, for Leave to Amend Complaint*, having come on for hearing on June 20, 2022, with Plaintiff appearing by and through his counsel of records, Brandon A. Born, Esq., of THE702FIRM, and Defendant appearing by and through its counsel of record, Steven G. Knauss, Esq., of the law firm MESSNER REEVES LLP, the Court having heard oral arguments, and after review of the points and authorities, as well as the exhibits attached to the motions, hereby finds and order as follows:

FINDINGS OF FACT

1. That on July 18, 2019, at approximately 9:45 PM, Plaintiff Alelign Woldeyohannes ("Plaintiff") was rear ended in Las Vegas, Nevada by a vehicle driven by Defendant Daniel Moore ("Defendant Daniel Moore");

2. That on the morning of July 18, 2019, non-party Sky Moore leased a vehicle from Defendant Malco Enterprises of NV, Inc. ("Defendant Malco"), naming Defendant Daniel Moore as a permissive, additional short-term lessee of said vehicle, with both Sky Moore and Defendant Daniel Moore adding their signatures to the terms and conditions of Defendant Mateo's Rental Agreement;

3. That immediately after the Subject Accident, Defendant Daniel Moore fled the scene, but was later apprehended and cited for failure to use due care

pursuant to NRS 484B.603, and arrested for driving under the influence pursuant to 484C.400;

4. That Defendant Daniel Moore's arrest for driving under the influence in the Subject Accident was a breach of the terms and conditions of Defendant Malco's Rental Agreement to which Sky Moore and Defendant Daniel Moore were bound when they rented the vehicle. Specifically, paragraph 14(A)(5) which states "it is a breach of the rental agreement...if you use or permit the car to be used...while the driver is under the influence of a controlled substance."

5. That on July 12, 2021, Plaintiff filed his Application for Default against only Defendant Daniel Moore, who was served by publication and never filed an Answer to Plaintiff's Complaint nor participated in litigation;

6. That on July 14, 2021, a Default against Defendant Daniel Moore was entered;

7. That on September 24, 2021, the parties attended an arbitration hearing in this matter;

8. An Arbitration Award was filed in this matter on October 1, 2021, finding in favor of Plaintiff for $32,680.26, but failed to specify which defendant was liable for said award;

9. Consequently, on October 21, 2021, Defendant Malco filed its Request for Trial De Novo;

10. That on December 1, 2021, Plaintiff filed his Application of Entry of Default Judgment against Defendant Daniel Moore only;

11. That on February 2, 2022, Plaintiffs Application for Entry of Default Judgment against Defendant Daniel Moore was granted entitling Plaintiff to recover $37,886.82, with interest accruing, from Defendant Daniel Moore only.

12. That on February 11, 2022, Plaintiff filed his Order Granting Default Judgment against Defendant Moore only, which granted Plaintiff's recovery of $14,100.86 in medical bills, $13,000 for pain and suffering, $3,665.01 for rental and towing costs, $5,579.40 for property damage total loss to his vehicle, and $1,541.55 for costs incurred;

13. That on May 5, 2022, Plaintiff filed his Motion to Apply Default Judgment Against Defendant Malco, which Defendant Malco opposed on May 20, 2022.

14. That, other jurisdictions have ruled in favor of rental car companies on similar issues but also found that states' financial responsibility laws holding rental companies responsible for state statutory minimums where the driver's negligence in the car owned by the rental company caused injury amounted to vicarious liability;

15. That, Defendant Malco, in their discovery responses, disclosed their rental agreement and valid certificate of self-insurance pursuant to NRS 495.034 and NRS 482.295.

CONCLUSIONS OF LAW

16. The Court finds that under NRS 485.185 and NRS 485.3091, all motor vehicles must be insured for at least $25,000 bodily injury or death liability and $20,000 for destruction of property of others;

17. The Court further finds that NRS 482.305 subjects a short-term lessor to vicarious liability for any damages caused by a short-term lessee's negligent operation of a vehicle;

18. The Court further finds that Nevada has a strong public policy interest in assuring that individuals who are injured in motor vehicle collisions have a source of indemnification, and that Nevada's financial responsibility laws demonstrate a legislative intent in

providing at least minimum levels of financial protection to those who have sustained bodily injury or property damage;

19. The Court further finds that while 49 U.S.C. § 30106 ("Graves Amendment") has created a variance between jurisdictions regarding whether a state's financial responsibility laws holding rental car companies liable for the negligence of their short-term lessors are preempted by the Graves Amendment, the issue is for each state to decide whether their financial responsibility laws for rental car companies are preempted by the Graves Amendment;

20. That NRS 482.305 is a financial responsibility law that fits within the carve-out of 49 U.S.C. § 30106(b) and is therefore not preempted by the Graves Amendment.

21. That, pursuant to NRS 482.305, Defendant Malco is jointly and severally liable with Defendant Daniel Moore for Plaintiff's damages, as set forth in Plaintiff's Order Granting Default Judgment against Defendant Moore, up to the statutory minimums of $25,000 for Plaintiffs injuries and up to $20,000 for Plaintiffs property damage;

Based on the foregoing, the Court hereby ORDERS as follows:

Based on the foregoing, it is hereby ORDERED, ADJUDGED, and DECREED that Plaintiff's Motion to Apply Default Judgment Against Defendant Malco Enterprises of NV. Inc. is **GRANTED**.

It is also hereby ORDERED, ADJUDGED, and DECREED that Plaintiff's Alternative Motion for Leave to Amend Complaint is **DENIED** without prejudice.

IT IS SO ORDERED on this 3rd day of January, 2023.

/s/ Janet Trost
SHORT TRIAL JUDGE

IT IS SO ORDERED on this ___ day of _____, 2023.

Dated this 6th day of January, 2023

/s/ Bita Yeager
DISTRICT COURT JUDGE
498 3D6 73B8 7733
Bita Yeager
District Court Judge

Respectfully submitted by:
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APPENDIX C

[FILED: FEBRUARY 11, 2022]

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DISTRICT COURT

CLARK COUNTY, NEVADA

ALELIGN WOLDEYOHANNES, Plaintiff, vs. DANIEL MOORE, individually; MALCO ENTERPRISES OF NV INC., a domestic corporation; DOES I through X, inclusive; and ROE CORPORATIONS I through X, inclusive, Defendants.	Case No.: A-20-817739-C Dept. No.: 1 **ORDER GRANTING DEFAULT JUDGMENT** **Date of Hearing:** February 2, 2022 **Time of Hearing:** 10:00 a.m.

The Plaintiff's Application for Default Judgment, having come on calendar before the Court on the 2nd day of February, 2022, with no opposition having been filed thereto, and the Court, having reviewed all of the papers and pleadings on file herein, and good cause appearing, therefore orders as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Plaintiff's Application for Default Judgment is hereby GRANTED.

IT IS FURTHER ORDERED that Plaintiff shall recover from Defendant DANIEL MOORE $14,100.86 for medical bills incurred.

IT IS FURTHER ORDERED that Plaintiff shall recover from Defendant DANIEL MOORE $13,000.00 for pain and suffering.

IT IS FURTHER ORDERED that Plaintiff shall recover from Defendant DANIEL MOORE $3,665.01 for rental and towing costs.

IT IS FURTHER ORDERED that Plaintiff shall recover from Defendant DANIEL MOORE $5,579.40 for property damage total loss.

IT IS FURTHER ORDERED that Plaintiff shall recover from Defendant DANIEL MOORE $1,541.55 for costs incurred.

IT IS FURTHER ORDERED that Plaintiff shall file a separate Motion for a ruling on attorney's fees.

IT IS FURTHER ORDERED that Plaintiff shall recover from Defendant DANIEL MOORE a total of $37,886.82 with interest continuing to accrue at the statutory rate.

DATED this ___ day of _____, 2023.

Dated this 11th day of February , 2022

/s/ Christy Craig
DISTRICT COURT JUDGE
2D9 8CB DDE1 131A
Christy Craig
District Court Judge

Submitted by:

THE702FIRM INJURY ATTORNEYS

/s/Brandon A. Born, Esq.
MICHAEL C. KANE, ESQ. (10096)
BRADLEY J. MYERS, ESQ. (8857)
BRANDON A. BORN, ESQ. (15181)
400 South 7th Street, 4th Floor
Las Vegas, Nevada 89101
Counsel for Plaintiff

APPENDIX D

[FILED: JANUARY 28, 2025]

IN THE SUPREME COURT OF THE
STATE OF NEVADA

MALCO ENTERPRISES OF NEVADA, INC., A DOMESTIC CORPORATION, Appellant, vs. ALELIGN WOLDEYOHANNES, Respondent.	No. 85978

ORDER DENYING EN BANC RECONSIDERATION

En banc reconsideration denied. NRAP 40A(a), (g).

It is so ORDERED.

/s/ Herndon, C.J.
Herndon

/s/ Pickering, J.
Pickering

/s/ Parraguirre, J.
Parraguirre

/s/ Bell, J.
Bell

/s/ Stiglich, J.
Stiglich

/s/ Cadish, J.
Cadish

/s/ Lee, J.
Lee

cc: Hon. Bita Yeager, District Judge
Messner Reeves LLP
Malco Enterprises of Nevada, Inc.
The702Firm
Hilton Parker LLC
Eighth District Court Clerk

APPENDIX E

U.S. Const. art. VI, cl. 2

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

APPENDIX F

49 U.S.C. § 30106. Rented or leased motor vehicle safety and responsibility

(a) In general.—An owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) shall not be liable under the law of any State or political subdivision thereof, by reason of being the owner of the vehicle (or an affiliate of the owner), for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease, if—

(1) the owner (or an affiliate of the owner) is engaged in the trade or business of renting or leasing motor vehicles; and

(2) there is no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner).

(b) Financial responsibility laws.—Nothing in this section supersedes the law of any State or political subdivision thereof—

(1) imposing financial responsibility or insurance standards on the owner of a motor vehicle for the privilege of registering and operating a motor vehicle; or

(2) imposing liability on business entities engaged in the trade or business of renting or leasing motor vehicles for failure to meet the financial responsibility or liability insurance requirements under State law.

(c) Applicability and effective date.—Notwithstanding any other provision of law, this section shall apply with respect to any action commenced on or after the date of enactment of this section without regard to whether the harm that is the subject of the action, or the conduct that caused the harm, occurred before such date of enactment.

(d) Definitions.—In this section, the following definitions apply:

(1) Affiliate.—The term "affiliate" means a person other than the owner that directly or indirectly controls, is controlled by, or is under common control with the owner. In the preceding sentence, the term "control" means the power to direct the management and policies of a person whether through ownership of voting securities or otherwise.

(2) Owner.—The term "owner" means a person who is—

(A) a record or beneficial owner, holder of title, lessor, or lessee of a motor vehicle;

(B) entitled to the use and possession of a motor vehicle subject to a security interest in another person; or

(C) a lessor, lessee, or a bailee of a motor vehicle, in the trade or business of renting or leasing motor vehicles, having the use or possession thereof, under a lease, bailment, or otherwise.

(3) Person.—The term "person" means any individual, corporation, company, limited liability company, trust, association, firm, partnership, society, joint stock company, or any other entity.

APPENDIX G

N.R.S. 482.295. Registration by short-term lessor: Proof of financial ability to respond to damages

The Department or a registered dealer shall not register a vehicle intended to be leased by a short-term lessor until the owner demonstrates to the Department the owner's financial ability to respond to damages by providing evidence of insurance as that term is defined in NRS 485.034.

APPENDIX H

N.R.S. 482.305. Short-term lessor not providing coverage jointly and severally liable with short-term lessee for certain damages; notice to lessee of extent of coverage; dismissal of action against lessor if coverage provided

1. The short-term lessor of a motor vehicle who permits the short-term lessee to operate the vehicle upon the highways, and who has not complied with NRS 482.295 insuring or otherwise covering the short-term lessee against liability arising out of his or her negligence in the operation of the rented vehicle in limits of not less than $25,000 for any one person injured or killed and $50,000 for any number more than one, injured or killed in any one crash, and against liability of the short-term lessee for property damage in the limit of not less than $20,000 for one crash, is jointly and severally liable with the short-term lessee for any damages caused by the negligence of the latter in operating the vehicle and for any damages caused by the negligence of any person operating the vehicle by or with the permission of the short-term lessee, except that the foregoing provisions do not confer any right of action upon any passenger in the rented vehicle against the short-term lessor. This section does not prevent the introduction as a defense of contributory negligence to the extent to which this defense is allowed in other cases.

2. The policy of insurance, surety bond or deposit of cash or securities inures to the benefit of any person operating the vehicle by or with the permission of the short-term lessee in the same manner, under the same conditions and to the same extent as to the short-term lessee.

3. The insurance policy, surety bond or deposit of cash or securities need not cover any liability incurred by the short-term lessee of any vehicle to any passenger in

the vehicle; but the short-term lessor before delivering the vehicle shall give to the short-term lessee a written notice of the fact that such a policy, bond or deposit does not cover the liability which the short-term lessee may incur on account of his or her negligence in the operation of the vehicle to any passenger in the vehicle.

4. When any suit or action is brought against the short-term lessor under this section, the judge before whom the case is pending shall hold a preliminary hearing in the absence of the jury to determine whether the short-term lessor has provided insurance or a surety bond or deposit of cash or securities covering the short-term lessee as required by subsection 1. Whenever it appears that the short-term lessor has provided insurance or a surety bond or deposit of cash or securities covering the short-term lessee in the required amount, the judge shall dismiss as to the short-term lessor the action brought under this section.

APPENDIX I

N.R.S. 485.034. "Evidence of insurance" defined

"Evidence of insurance" means:

1. The information provided by an insurer in a form approved pursuant to NRS 690B.023 as evidence of a contract of insurance for a motor vehicle liability policy; or

2. The certificate of self-insurance issued to a self-insurer by the Department pursuant to NRS 485.380.

APPENDIX J

[FILED: JULY 8, 2020]

COMJD
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CASE NO: A-20-817739-C
Department 1

DISTRICT COURT

CLARK COUNTY, NEVADA

ALELIGN WOLDEYOHANNES, Plaintiff, vs. DANIEL MOORE, individually; MALCO ENTERPRISES OF NV INC., a domestic corporation; DOES I through X, inclusive; and ROE CORPORATIONS I through X, inclusive, Defendants.	Case No.: Dept. No.: **COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, ALELIGN WOLDEYOHANNES by and through his attorneys of record, MICHAEL C. KANE, ESQ., BRADLEY J. MYERS, ESQ., and BRANDON A. BORN, ESQ., of THE702FIRM, and for his Complaint against the Defendants DANIEL MOORE and MALCO ENTERPRISES OF NV, INC., and each of them, states, asserts and alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff, ALELIGN WOLDEYOHANNES ("WOLDEYOHANNES"), is and was, at all times relevant to these proceedings, a resident of Clark County, State of Nevada.

2. Defendant DANIEL MOORE ("MOORE"), upon information and belief, is and was, at all times relevant herein, a resident of Arapahoe County, State of Colorado.

3. Defendant MALCO ENTERPRISES OF NV, INC., is, and was at all relevant times herein mentioned, a domestic corporation duly licensed and conducting business as "Budget Rent a Car of Las Vegas" in the County of Clark, State of Nevada.

4. The true names and capacities of Defendants named herein as DOES I through X, and ROE BUSINESS ENTITIES I through X, whether individual, corporate, associate, or otherwise, are presently unknown to Plaintiff, who, therefore, sues said defendants as DOE and/or ROE Defendants. Defendants designated herein are responsible in some manner for the events and occurrences referred to herein alleged upon information and belief, and Plaintiff will request leave of Court to amend this Complaint to insert the true names and capacities of ROE CORPORATIONS I through X and DOES I through X, when the same have been ascertained and to join such defendants in this action.

5. Plaintiff is informed and believes and thereon alleges that each of the Defendants designated as DOES I through X and ROE CORPORATIONS I through X were, at all times mentioned in this Complaint, persons and/or entities who managed, controlled, maintained, inspected and/or operated the vehicle at issue in this Complaint. Plaintiff will ask leave of this Honorable Court to amend this Complaint to insert the true names and capacities of said Defendants and, when the same have been ascertained, to join such Defendants in this action together with the proper charging allegations.

6. Plaintiff is informed and believes and thereon alleges that each of the Defendants designated as DOES I through X and ROE CORPORATIONS I through X are responsible in some manner for the events and happenings referred to in this action and proximately caused damages to Plaintiff as herein alleged. The legal responsibility of said Defendant DOES I through X and ROE CORPORATIONS I through X arises out of, but is not limited to, their status as owners and/or employers and/or their maintenance and/or entrustment and/or driving of the vehicle which Defendants, and each of them, were operating at the time of the subject injury, and/or their agency, master/servant or joint venture relationship with said Defendant. Plaintiff will ask leave of this Honorable Court to amend this Complaint to insert the true names and capacities of said Defendants and, when the same have been ascertained, to join such Defendants in this action together with the proper charging allegations.

7. Defendants were agents, servants, employees, or joint ventures of every other Defendant herein and, at all times mentioned herein, were acting within the scope and course of said agency, employment, or joint venture with knowledge, permission and consent of all other named Defendants.

8. At all times mentioned, Plaintiff was the owner of a 2007 Hyundai Tucson bearing Nevada license plate number "099A61"

9. At all times mentioned, Defendant MOORE, was the leasee of a 2019 Nissan Altima bearing Nevada license plate number "563J3I" (hereinafter "Defendant's vehicle").

10. At all times mentioned, Defendant MALCO ENTERPRISES OF NV, INC. (hereinafter "BUDGET") was the owner and leasor of a 2019 Nissan Altima bearing Nevada license plate number "563J3I".

11. At all times mentioned, Defendant MOORE was the operator of Defendant vehicle described herein. Defendant MOORE accepted the rights and privileges conferred by Nevada law to operate a motor vehicle within Nevada by the act of driving the motor vehicle on the public highways of Clark County, Nevada.

12. At all times mentioned, BUDGET entrusted Defendant MOORE with the operation of Defendant's vehicle and Defendant MOORE operated the Defendant's vehicle with BUDGET's express permission.

13. On or about July 18, 2019, Plaintiff WOLDEYOHANNES was operating a 2007 Hyundai Tucson on southbound IR-15, at or near, its off-ramp onto Charleston Avenue.

14. At the same time, Defendant MOORE was operating Defendant's vehicle on southbound IR-I5, at or near, its off-ramp onto Charleston Avenue, directly behind Plaintiff's vehicle.

15. At the same time and place, Defendant MOORE negligently failed to slow down and rear-ended Plaintiff's vehicle. This impact was of sufficient force to push Plaintiff's vehicle into the center barrier.

16. The above described impact caused injuries to Plaintiff WOLDEYOHANNES as set forth herein.

JURISDICTION

17. Plaintiff repeats and realleges the allegations above, as though fully set forth and herein.

18. The Eighth Judicial District Court has jurisdiction of this civil tort action in accordance with NRCP 8(a)(4), NRS 13.040 and NRS 41.130 as the occurrence giving rise to this matter occurred in Clark County, Nevada and the amount in controversy exceeds $15,000.

FIRST CLAIM FOR RELIEF
(Negligence against Defendant MOORE)

19. Plaintiff repeats and realleges the allegations above, as though fully set forth herein.

20. On or about July 18, 2019, Defendant MOORE had a duty to operate his vehicle in a careful and prudent manner so as to not collide with another vehicle.

21. Defendant MOORE breached this duty when he operated his vehicle in a negligent, careless and reckless manner and caused the collision described above.

22. Defendant MOORE had a duty to operate his vehicle in accordance with the traffic laws of the state of Nevada.

23. The Plaintiff is the type of person intended to be protected by said statutes, and that the injuries he suffered were the type to be protected against by said statutes.

24. As a direct and proximate result of the aforementioned, Plaintiff sustained injuries to his neck, back, bodily limbs, organs, and systems all or some of which conditions may be permanent and disabling in nature, all to his general damages in a sum in excess of Fifteen Thousand Dollars ($ 15,000.00).

25. As a direct and proximate result of the aforementioned, Plaintiff was required to and did receive

medical and other treatment for his injuries received in an expense all to his damages in a sum in excess of Fifteen Thousand Dollars ($15,000.00).

26. Prior to the injuries complained of herein, Plaintiff was able bodied, readily and physically capable of engaging in all other activities for which he was otherwise suited.

27. Due to his injuries as set forth herein, Plaintiff has sustained pain, suffering, loss of enjoyment of life, past, present and future, in an amount in excess of Fifteen Thousand Dollars ($15,000.00).

28. As a further direct and proximate result of the negligence of the Defendant, Plaintiff has sustained damages to his vehicle and incurred expenses for the towing, storage, repair, diminished value, use of a rental vehicle, loss of use and/or loss of his motor vehicle, in accordance with proof at trial, all of which he is entitled to recover from the Defendant.

29. Upon information and belief, on the date of the subject incident, Defendant MOORE willfully consumed or used alcohol or another substance knowing that he would thereafter operate the motor vehicle. Plaintiff, in addition to compensatory damages, may recover damages for the sake of example and by way of punishing the defendant, thereby subjects the Defendant to punitive damages in an amount in excess of $15,000.00, pursuant to Nevada law. NRS 42.010(1) provides:

> In an action for the breach of an obligation, where the defendant caused an injury by the operation of a motor vehicle in violation of NRS 484C.110, 484C.130, or 484C.430 after willfully consuming or using alcohol or another substance knowing that the defendant would thereafter operate the motor vehicle, the plaintiff, in addition to compensatory damages, may recover damages

for the sake of example and way of punishing defendant.

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

SECOND CLAIM FOR RELIEF
(Negligence Per Se against Defendant MOORE)

31. Plaintiff repeats and realleges the allegations above, as though fully set forth herein.

32. Defendant MOORE, in operating a vehicle on July 18, 2019, violated one or more of the following Nevada Revised Statutes, including, but not limited to, NRS 484B.603, which provides, *inter alia*, the duty of a driver to use due care, and NRS 484C.110, which provides, *inter alia*, the duty of a person not to drive of be in actual physical control of a vehicle on a highway while under the influence of an intoxicating substance.

33. That Plaintiff is the type of person intended to be protected by said statute(s), and that the injuries he suffered were the type to be protected against.

34. As a direct and proximate result of the aforementioned, Plaintiff sustained injuries to his neck, back, bodily limbs, organs, and systems all or some of which conditions may be permanent and disabling in nature, all to his general damages in a sum in excess of Fifteen Thousand Dollars ($15,000.00).

35. As a direct and proximate result of the aforementioned, Plaintiff was required to and did receive medical and other treatment for his injuries received in an expense all to his damages in a sum in excess of Fifteen Thousand Dollars ($15,000.00).

36. Prior to the injuries complained of herein, Plaintiff was able bodied, readily and physically capable

of engaging in all other activities for which he was otherwise suited.

37. Due to his injuries as set forth herein, Plaintiff has sustained pain, suffering, loss of enjoyment of life, past, present and future, in an amount in excess of Fifteen Thousand Dollars ($15,000.00).

38. As a further direct and proximate result of the negligence of the Defendant, Plaintiff has sustained damages to his vehicle and incurred expenses for the towing, storage, repair, diminished value, use of a rental vehicle, loss of use and/or loss of his motor vehicle, in accordance with proof at trial, all of which he is entitled to recover from the Defendant.

39. Upon information and belief, on the date of the subject incident, Defendant MOORE willfully consumed or used alcohol or another substance knowing that he would thereafter operate the motor vehicle. Plaintiff, in addition to compensatory damages, may recover damages for the sake of example and by way of punishing the defendant, thereby subjects the Defendant to punitive damages in an amount in excess of$ 15,000.00, pursuant to Nevada law. NRS 42.010(1) provides:

> In an action for the breach of an obligation, where the defendant caused an injury by the operation of a motor vehicle in violation of NRS 484C.110, 484C.130, or 484C.430 after willfully consuming or using alcohol or another substance knowing that the defendant would thereafter operate the motor vehicle, the plaintiff, in addition to compensatory damages, may recover damages for the sake of example and way of punishing defendant.

40. Plaintiff has been compelled to retain the services of an attorney to prosecute this action and is, therefore,

entitled to reasonable attorney's fees and costs incurred herein.

THRD CLAIM FOR RELIEF
(Negligent Entrustment against BUDGET)

41. Plaintiff repeats and realleges the allegations above, as though fully set forth herein.

42. That Defendant BUDGET willingly entrusted their vehicle to Defendant MOORE.

43. That Defendant BUDGET either knew or should have known that such entrustment to Defendant MOORE was negligent.

44. Defendant BUDGET negligently entrusted the use and possession of their motor vehicle to Defendant MOORE.

45. Defendant BUDGET owed Plaintiff a duty of ordinary care to entrust the use and possession of their motor vehicle to a careful driver.

46. Defendant BUDGET subsequently breached the duty of ordinary care by negligently entrusting the use and possession of their automobile to Defendant MOORE.

47. As a direct and proximate result of the aforementioned, Plaintiff sustained injuries to his neck, back, bodily limbs, organs, and systems all or some of which conditions may be permanent and disabling in nature, all to his general damages in a sum in excess of Fifteen Thousand Dollars ($15,000.00).

48. As a direct and proximate result of the aforementioned, Plaintiff was required to and did receive medical and other treatment for his injuries received in an expense all to his damages in a sum in excess of Fifteen Thousand Dollars ($15,000.00).

49. Prior to the injuries complained of herein, Plaintiff was able bodied, readily and gainfully employed,

and physically capable of engaging in all other activities for which he was otherwise suited.

50. Due to his injuries as set forth herein, Plaintiff has sustained past wage loss and will continue to suffer wage loss in the future, in an amount to be determined at the time of trial.

51. Due to his injuries as set forth herein, Plaintiff has sustained pain, suffering, loss of enjoyment of life, past, present and future, in an amount in excess of Fifteen Thousand Dollars ($15,000.00).

52. As a further direct and proximate result of the negligence of the Defendant, Plaintiff has sustained damages to his vehicle and incurred expenses for the towing, storage, repair, diminished value, use of a rental vehicle, loss of use and/or loss of his motor vehicle, in accordance with proof at trial, all of which he is entitled to recover from the Defendant.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment on all claims for relief against the Defendants, and each of them, as follows:

1. General Damages for Plaintiff's pain, suffering, disfigurement, emotional distress, shock, loss of enjoyment of Life, and agony in an amount in excess of Fifteen Thousand Dollars ($15,000.00).

2. Special Damages for Plaintiff's medical expenses in an amount excess of Fifteen Thousand Dollars ($15,000.00).

3. For Compensatory Damages in an amount in excess of Fifteen Thousand Dollars ($15,000.00).

4. For towing, storage repair, diminished value, use of rental vehicle, loss of use and/or loss of Plaintiff's motor vehicle, in accordance with proof at trial.

5. Punitive damages, in accordance with NRS 42.010.

6. Cost of suit incurred including reasonable attorneys' fees.

7. For such other relief as the Court deems just and proper.

DATED this 8th day of July, 2020.

THE702FIRM
/s/ Brandon A. Born
BRANDON A. BORN, ESQ. (15181)
400 S. 7th Street, Suite 400
Las Vegas, Nevada 89101
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff, by and through his attorneys of record, THE702FIRM, hereby demands a jury trial of all of the issues in the above matter.

DATED this 8th day of July, 2020.

THE702FIRM
/s/ Brandon A. Born
BRANDON A. BORN, ESQ. (15181)
400 S. 7th Street, Suite 400
Las Vegas, Nevada 89101
Attorney for Plaintiff