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July/August 2019



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Tonda Curran
Tracee L. Duthie
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John Flanagan
Raquel Y. Fulghum
Gregory Gordon
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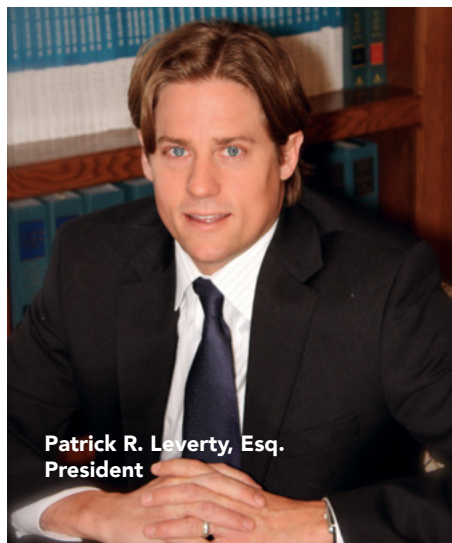
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Be Good to Yourself

By: Patrick R. Leverty, Esq.

As we head into the summer months and hopefully enjoy some well-earned relaxing vacations, I encourage you to take some time and reflect on your legal practice. On a recent trip with my family to Austin, Texas, I spent some time reflecting on my last few months in practice, including a trucking accident case I recently took to trial. I thought about what went right, what went wrong and how I can improve my skills for my next trial. As I reflected on that case and the last several months, three important lessons came to mind that I would like to share with you.

First, no matter your trial schedule or your routine, you need to make time for exercise and good nutrition. I think we are often bombarded with this advice and fail to recognize the importance of daily exercise and good nutrition and how it impacts our ability to concentrate for those long days in trial. During my trial, I made it a point to get out of the courthouse and go outside for a walk at least once a day. The change of scenery and the fresh air made a big difference. A paper by Stanford University researchers published in the *Journal of Experimental Psychology* found that walking has a positive effect on creative thinking. I know you have heard this advice, but have you actually tried it? During your next



Patrick R. Leverty, Esq.
President

trial drag your co-counsel on a walk to discuss trial strategy. I also exercised every morning, which greatly reduced my stress and anxiety. I also made it a point to have a healthy lunch planned for every day during trial. Over the years I found myself so rushed during the noon

hour that I ate whatever came my way (or didn't eat at all), but during my last trial I made a conscious effort to have a healthy lunch planned ahead of time. I soon realized healthy food directly impacted my brain health.


Second, constantly test your theory of the case. Does your story resonate with the jury? Is your story cohesive and compelling? If you are going to try cases you need to test your theories with jurors. We held six focus groups and, without a doubt, we learned something new each time we tested the case. The juror pool likely will not be made up of lawyers, so we need a cross section of the community to tell us what is important in the case—not lawyers. It was amazing how what we, as lawyers, thought was important had no impact on the juror's decision. Find out what is important to the jurors and focus your story. You need to believe what you are telling the jury, commit to a strategy that works for you, the case starts with convincing the jury of one and then go test it. It almost goes without saying, but if your initial theory does not work, try and try again. Do not be afraid of revisions, edits and feedback.

Third, and I cannot stress this enough, cases need to be tried. There is no question that it can be frightening to try cases. It requires a lot of work and it comes with tremendous risk for your client and you, but insurance companies and large corporations will never take you seriously unless you try cases. Once you are at the courthouse, the settlement dynamic and pressure shifts to the insurer, claims representative and defense lawyers. A significant amount of your money and time have already been spent at this point and you only stand to gain—whether it is monetary gain, gaining trial skills, or enhancing your trial reputation. Go to trial, and I promise you will come out a winner. Use that leverage once trial starts. Have an associate or colleague act as your negotiation counsel at trial and leverage the defendants.

I encourage you this summer to take time to reflect on your practice. A recent article in the *Harvard Business Review* said it best—"reflection is about careful thought." The article explained that the most useful reflection "involves the conscious consideration and analysis of beliefs and action for the purpose of learning; reflection gives the brain an opportunity to pause amidst the chaos, untangle and sort through observations and experiences, consider multiple possible interpretations and create meaning." This "reflection" then turns into learning about your law practice. No matter your plans this summer, I encourage you to reflect on your legal practice and hone in on some ways you can improve. It is so easy to get caught up in the everyday details of your practice without spending any time reflecting on the past. I promise you will not regret it.

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Of the Members, By the Members, For the Members

By Victoria Coolbaugh

Maybe that isn't exactly how the quote goes, but it does illustrate the singular focus NJA takes on when the Legislature is in session. And now, another legislative session is successfully behind us and though it will take some time for the dust to settle, it's readily apparent this was a unique session. Although there are many issues which will make the state a different place; massive criminal justice reforms, restoration of voting rights and same day voter registration, paid sick leave, pay equity, rollback of anti-union provisions passed in 2015, etc., what we will focus on here are a few bills that specifically affect NJA members.

Before I give you that run down, I need to thank a few people who made this session so successful. First, our NJA team in both Carson City and Las Vegas are incredible, dedicated and talented in their roles and keep the association rolling while our focus is directed toward the Legislature. Julie, Kathy, Lara, Lupe and Becky; thanks to each of you for the extra hours, effort and what everyone really needs, your patience. We added a new element to the team



this session, and a Boyd Law School legislative extern. Casey Xavier was able to provide us with real-time legal research and coverage which elevated our entire game. Watch for him when he passes the bar. He's going to make an amazing attorney.

Kaylyn, my trusty right hand, outperformed expectations and has become a powerful, respected lobbyist in her own right. We are lucky to have her and I hope each of you say thank you to her for her boundless energy and deeply held belief that we are on the right side of the issues.

To our Board of Governors, PAC Trustees, Legislative Chairs and members of the Legislative Steering Committee and Bill Review Committees; nothing we do could be done without your leadership, support and guidance. The time you give to NJA is time away from your practice and your families and we salute you.

To our members who spent time in the trenches with us providing legal insight, negotiation strategy, moral support, free meals, laughter and some elevated blood alcohol content, you are the spirit behind everything we believe in. Members like Jason Mills, Herb Santos, Jr., JP Kemp, Matt Sharp, Pat Leverty, Mark Wenzel, Eva Segerblom, Sean Claggett, Ardea Canepa-Rotoli, Kim Surratt, George Bochanis, Christian Morris, Alison Brasier, Justin Watkins, Lindsay Cullen, Melissa Exline, Brett Carter, Scott Canepa, Katherine Provost, Matt Hoffmann, Bill Bradley, Shelly Cooley and Robert Eglet are owed a debt of gratitude from our entire membership. Each of them either came to Carson City or provided

support in some other way which ensured the lobby team didn't quit and move to the Florida Keys to become pirates. (Frankly, it still doesn't seem like our worst idea.)

For example, JP worked tirelessly and on little to no notice to assist in passing SB312 which mandates paid sick leave. Both Matt Sharp and Herb Santos, Jr. got stuck in Carson for over eight hours waiting for hearings on our bills which ended up happening three days later. That was the same day Jason Mills flew up—missing part of his anniversary weekend—only to spend a whole day here for no reason. George Bochanis spent two days here and had brunch at Adele's, Carson's main hot spot for lobbyists and legislators, and the next day it burned down. I'm not suggesting anything, but maybe George isn't allowed back.

There is a lot of pain and strife and sleepless nights and stress eating that goes into this job. You don't see your family as much as you should, even when they are sick with cancer. It takes a level of dedication that is nearly impossible to explain. Our contract team, which is comprised of John Ocegüera, Marcus Conklin and Patrick McNaught, give us that level of intensity. John and I share a "people we want to punch in the face" list. Marcus will never turn down getting candy or ice cream with you but also will help you get your steps in that day (we sometimes get our steps and eat ice cream at the same time while we discuss strategy). Patrick doesn't text but rather calls me incessantly and it makes me insane but it ensures we are all on the same page

and waging a coordinated effort.

This team offers not just the silliness I listed above, but are experienced professionals, always available to help strategize, develop our message, deploy our assets and accept assignments and workload. They bring an added layer of sophistication to our organization and are responsible for much of our success.

Now, on to what NJA was able to proactively pass. I'm so proud to look at these accomplishments while knowing we have much work still to do in other areas of law. I hope our particular failures don't distract from a list of great achievements. What's more, just a few short years ago the thought that all of the below could have received bipartisan support was unheard of. But, here we are!

BILL #: SB381

Topic: Work Comp

Description/Goal: Expand the options injured workers have in choosing a doctor and mandate insurers have cause to remove a doctor from their list.

Sponsor: Majority Leader Nicole Cannizzaro

NJA Primary Contact: Jason Mills, Herb Santos, Jr.

Testimony: Jason Mills and Herb Santos, Jr.

Result: Passed and signed by the Governor. Effective January 1, 2020

BILL #: AB285

Topic: IMEs

Description/Goal: Address the new version of Rule 35 and allow for a plaintiff to bring someone to their IME (including their lawyer) and allow audio recording.

Sponsor: Speaker Jason Frierson

NJA Primary Contact: George Bochanis

Testimony: George Bochanis, Alison Braiser, Graham Galloway, Christian Morris

Result: Passed and signed by the Governor. Effective October 1, 2019

BILL #: AB421

Topic: Construction Defect

Description/Goal: Restore various provisions removed in 2015 including restoring the original language for a Chapter 40 notice, tweaking inspection, restoring ability for homeowner to receive costs, address legal conflict with HOA standing, and extend the statute of repose to 10 years with unlimited for fraud.

Sponsor: Assembly Judiciary Committee

NJA Primary Contact: Eva Segerblom, Ardea Canepa-Rotoli, Scott Canepa

Testimony: Eva Segerblom and Ardea Canepa-Rotoli

Result: Passed and signed by the Governor. Effective October 1, 2019

BILL #: SB435

Topic: Insurance

Description/Goal: Restore policy limits disclosure and allow for the voiding of early settlements with unrepresented claimants

Sponsor: Majority Leader Cannizzaro

NJA Primary Contact: Graham Galloway, Pat Leverty

Testimony: Graham Galloway and Pat Leverty

Result: Passed and signed by the Governor. Effective October 1, 2019

BILL #: SB245

Topic: Sovereign Immunity

Description/Goal: Doubled the cap to \$200k, with a delayed and staggered implementation timeframe (to \$150k in 2020, then \$200k in 2022).

Sponsor: Senator James Ohrenschall

NJA Primary Contact: Matt Sharp

Testimony: Matt Sharp, Mark Wenzel, Ardea Canepa-Rotoli and Sean Claggett

Result: Passed

Two additional bills NJA took under its wing were AB418 which restored a plaintiff's ability to render an Offer of Judgment in Federal Court, and AB472 which provides for maternity coverage regardless of why a woman is pregnant. There are more bills for you to learn about further in this issue. Be sure to take a look!

One final shout out to all our great members who participated:

George Bochanis, David Boehr, Bill Bradley, Alison Brasier, Scott Canepa, Ardea Canepa-Rotoli, Brett Carter, Sean Claggett, Jamie Cogburn, Shelly Cooley, Lindsay Cullen, Melissa Exline, Graham Galloway, Troy Isaacson, JP Kemp, Craig Kidwell, Pat Leverty, Jason Mills, Christian Morris, Stephen Osborne, Katherine Provost, Beverly Salhanick, Herb Santos, Jr., Eva Segerblom, Matt Sharp, Larry Springberg, Kimberly Surrattm, Justin Watkins, Mark Wenzel

From the Director's Desk

2019



Anchor Your Practice

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Part of the Richard A. Harris Series of Continuing Legal Education

Get Hooked Right from the Start with Our Opening Keynote CLE and Lunch

From Hostage to Hero: Become the Hero Jurors Need

Featured Speaker: Sari de la Motte (*aka the Attorney Whisperer*)

Sari Will Show You...



- Why jurors aren't the only hostages in trial; you're a hostage too.
- How to win the jury over and free yourself.
- How to become the hero jurors need by moving yourself from hostage to hero.

Continue Your Voyage with These Featured National Speakers and Topics

Arthur Bryant, Esq. - *Countering Attacks on Trial Lawyers*

J. Kent Emison, Esq. and Bob Langdon, Esq. - *Finding New Recovery Sources*

Daniel Hinkle, Esq. - *Driverless Vehicles and Accident Liability*

Dorothy Sims, Esq. - *Deceptive Defense Doctors*

And of Course...Presentations from Your Trusty Shipmates!

Peter S. Christiansen, Esq.

Benjamin P. Cloward, Esq.

Robert T. Eglet, Esq.

Richard A. Harris, Esq.

Nevada Supreme Court and Court of Appeals



Convention Schedule of Events

Thursday, October 3 (4 hours of CLE)

10:00 am - 7:30 pm | Registration & CLE

CLE Topics

Keynote and Lunch

Countering the Attacks on Trial Lawyers

Deceptive Defense Doctors

Status of the Appellate Courts

Social Event

Opening Reception (Cabana Terrace)

Friday, October 4 (6.5 hours of CLE)

9:00 am - 11:00 pm

CLE Topics

Dissecting the Aaron Morgan Case

Professional Ethics

Using Predictive Analytics in Jury Selection

Substance Abuse

District Court Panel - Ethical Jury

Finding New Recovery Sources

Driverless Vehicles & Accident Liability

Legislative Update

Social Events (RSVP required)

Citizens for Justice Reception

Women's Caucus Social

Club X Night Out

Saturday, October 5 (3 hours of CLE)

9:00 am - 1:00 pm Breakout Sessions

1:30 pm - 3:30 pm Closing Social

CLE Topics

Mediation: Preparation and Attack

Marijuana Law

Workers' Compensation

How to Prepare a Witness

Cross Examination of an Expert

Practice Management

How To Run A Focus Group

10 Takeaways from a Truck Trial

Social Event (RSVP required)

President's Closing Social

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One Simple Solution for Financing Your Law Firm

By: Zachariah B. Parry, Esq.

My law firm opened its doors for business just over five years ago. Prior to that I was churning the billable hours at the Las Vegas branch of a large California insurance defense firm.

When I made the decision to go out on my own, I did not fully appreciate—and could not have—how much more of an investment of myself it would be to represent plaintiffs on a contingency than to be a paid-by-the-hour defense attorney. And I wasn't just investing my time and money, but also (and forgive the cliché) my sweat, blood, and tears.

Although a lot could (and has) been written about the emotional toll it takes to build a personal injury practice, along with the huge rewards associated with it, in this article I will focus on the financial difficulties of owning a personal injury firm as well as one solution we've found to the problem of keeping a law firm financed.



Zachariah B. Parry
Editor

Personal injury law firm or money pit?

One of the biggest initial hurdles of starting an injury law firm is the fact that money goes out the door every month even if money isn't coming in. And unless you're lucky enough to have a book full of clients the day you open your firm, money is not going to come in for a while. Between the overhead and the case costs, you are likely going to have to figure out how to survive for a time without taking any money home.

Even once you're established and money is flowing in both directions, that business-owner anxiety never completely goes away. As you grow, so does your overhead as you (1) expand offices (or move out of your in-laws' garage), (2) hire staff (or start paying your significant other, who was previously working for free), or (3) get a phone number that includes several of the same number in a row (no self-respecting injury attorney has a phone number without repeating numbers).

And if your employees are like mine, they want to get paid every time payday comes around, irrespective of how good that month has been (it's so hard to find good help these days). The landlord, the power company, internet, phone—they all want to be paid and on time.

That, of course, is just another part of doing business, and it's not unique to our line of work.

Where what we do does differ is in the case costs. Between filing documents, taking depositions, having exhibits made, and hiring experts, we can spend tens of thousands of dollars (and more) on a monthly basis just to move our cases forward. And when you're not getting paid every month, that can be difficult.

Options for financing

A myriad of financing options exists for a personal injury law firm. Small business loans, financing specifically meant for injury firms, and fee-splitting with a firm who teams up with you and splits the costs are all options for making it possible to finance a case when you don't have enough in the coffers. And each of these options has its own benefits and drawbacks, which are probably fairly obvious and in any case beyond the scope of this article.

Our firm was blessed not to ever have to borrow money to finance a case. We always paid the case costs with our own money. But that option also has significant downsides. When you put thousands of dollars into a case, and then you get repaid when the case comes to a conclusion a year or two later (maybe), you have, in effect, given your client an interest-free loan. Not only that, but you've missed out on the earning potential of using that money elsewhere.¹

Life insurance—what?

I know it sounds unlikely, and perhaps a little funny, but we spoke to a financial advisor and learned a way we could finance our cases using life insurance.

After this idea was introduced to us, we did quite a bit of research and learned about a financial concept called the "Infinite Banking Concept." If you want to learn more about it, you can check out <https://infinitebanking.org/about/>.

To understand how this works, you have to know a little bit about life insurance. Term life insurance is life insurance in its purest sense: you pay the premiums, and if the insured dies during the term of the insurance, typically 10–30 years, the beneficiary gets the death benefit. Term insurance is cheap because fewer than 1% of term policies pay out. Put another way, more than 99% of insureds outlive the term of their policy.

Whole, or permanent, life insurance is a little different. It consists of a death benefit and a cash value. For every dollar of premium paid, part of that goes into a cash account and part of that goes to pay for a death benefit. The cash value grows at a modest rate (it varies from insurer to insurer, but some will pay guaranteed compounded yearly interest plus non-guaranteed dividends) and is yours. You can access it at any time for any reason without penalty. And since the interest is after-taxes, it is comparable to a much higher interest rate in those investments that are yet subject to a tax burden.

Essentially two aspects of whole life policies differentiate it from term policies: first, whole life insurance comes with a cash value (and therefore has much higher premiums for the same amount of death benefit), and second, whole life insurance policies last until the insured dies (as long as the premiums are paid), which means the payout of the death benefit is almost guaranteed. It's like renting (term) versus buying (whole life) a house. In the short term, renting is cheaper, but when you buy, you're building equity, so you're typically better off in the long run.

Infinite banking is the idea that you can use the cash value of a whole life insurance account to "be your own bank," and instead of taking out a loan from a bank, you can borrow money from the insurance company using your cash account as collateral. So you're borrowing against your policy instead of from it, so you never break the compound interest curve (i.e., the interest you earn exceeds the interest you pay).

This concept capitalizes on the idea that if you buy with credit, you pay interest, and if you buy with cash, you lose interest. But if you're the bank, you get the best of both worlds.

So how does that work? Well, we learned it was pretty simple.

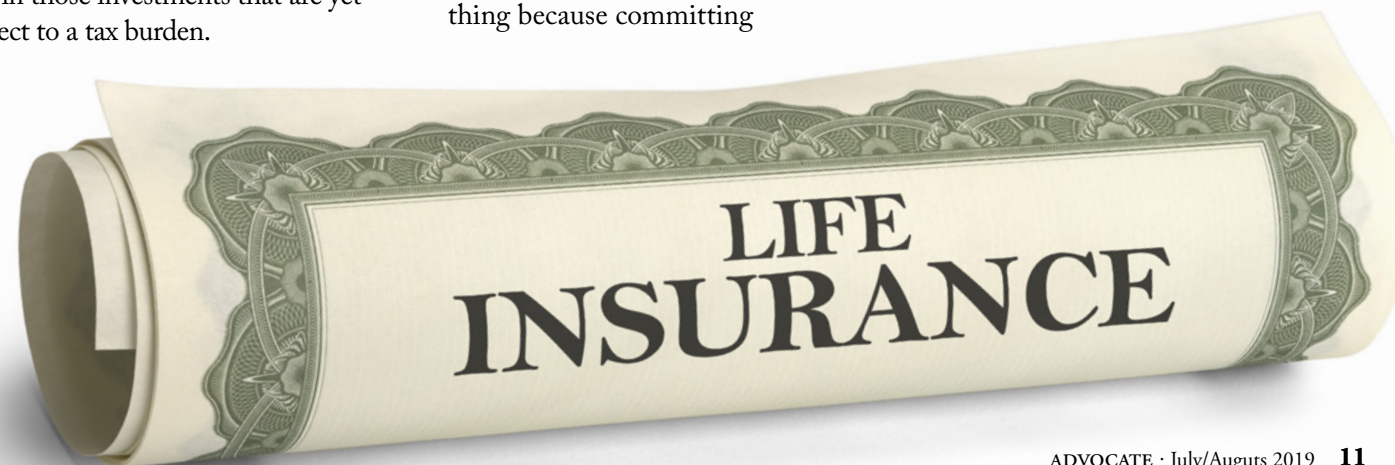
First, we decided how much premium we were going to pay. We were a little tentative about the whole thing because committing

to paying premiums for the rest of our adult lives was intimidating, and we ultimately decided that we would start with a policy where we would pay \$2,500 for each partner every month. We did set it up so the premiums were "paid up" at retirement age, so no more premiums are due. Additionally, if in the future we desire, it is set up so we can lower the premiums to \$1,000 monthly.

We set up the policy differently than other whole life policies. A typical whole life policy is set up for death benefit. But to use it for firm financing and retirement, the idea is to maximize the cash-value-to-death-benefit ratio, so the cash value is maximized and wrapped with the minimum amount of death benefit required to preserve the preferred status of a life insurance account.²

Once the life insurance policy was set up (which required medical history information and a physical examination), the cash value started growing with every premium payment.

We continue to pay the smaller day-to-day costs, like filing fees and deposition expenses, using law firm funds. But when we have to make a large payment, like to get a custom animation or to hire an expert, we contact the lending arm of our life insurance company and tell them we would like to take out a loan using the cash value of our policies as collateral. They then direct deposit the funds within about a week, which we then use for our cases.



The loans we are taking out do incur interest. But the interest we are earning on the cash value of our account outpaces the interest we have to pay on the loan, so it is still a net gain.

When we get paid on the case, we then pay back the loan, with interest. In the meantime, the cash value of our account has continued to grow through the guaranteed minimum interest paid to us, plus dividends, plus amounts added through further premium payments.

The real purpose of setting up this account was to leverage the cash value to finance case costs, but since it is a cash account, if needed, we could also use it as a line of credit for other business expenses, so if we have a bad couple of months, we could use it to cover overhead, or we could also rely on it to pay other firm expenses, like computers, software, or expansion.

Ultimately, not only does this allow for case financing, but it creates tax-free income in retirement while keeping cash protected from creditors, predators, and legislators.

After all that, this is still life insurance, so it does have a death benefit, which just felt like a bonus. Not all policies are the same, but with mine,³ just to give you an idea, with \$2,500 monthly, the initial death benefit was \$978,725, which death benefit increased with every premium paid. At the end of five years, it will be \$1.28M, at the end of ten years, \$1.61M, and so on.

If I live exactly as long as government

statistics tell me I will live, I will die at age 78, at which point my firm will have paid \$667,902 in premiums,⁴ the cash value (less whatever I use for retirement) will be at least \$1,088,480–1,879,744 (with the lowest number being guaranteed and assuming no dividends and the higher number the projected number based on past performance), and my heirs will receive a death benefit of \$2,658,746.

By using life insurance to finance case costs, we can use the same money three times: once to put away for retirement (with a death benefit for heirs as a bonus), once to use as collateral for a loan for case costs, and then a third time when we actually use the retirement income.

It makes sense, and seems smart, but is it ethical?

Because this was a concept that was fairly new to us, we wanted to make sure it was ethical. In our research, we uncovered a Nevada Ethics Opinion exactly on point, Formal Opinion no. 36,⁵ which was published on January 7, 2007.

According to the opinion, attorneys can finance litigation costs from third-party lending institutions under certain conditions, which include that the attorney agrees to be responsible for the loan (including principal, interest, and related fees) regardless of the outcome of the litigation; the client must still be responsible for reimbursing the attorney’s case costs; and the client must be informed of the terms of the loan and sign off on

"This concept capitalizes on the idea that if you buy with credit, you pay interest, and if you buy with cash, you lose interest. But if you’re the bank, you get the best of both worlds."

it in writing.

Additionally, if the client is going to be responsible for repaying the attorney for interest associated with financed case costs, the maximum interest charge must be both disclosed in a written agreement with the client and be reasonable.

1. Granted, you were investing it in the case, so it’s not like the money was wasted.

2. This also means the commissions are much lower on these types of policies than other whole life policies, so less of your money gets paid out in commissions.

3. I was 37 years old when we started the policy, and was given a preferred, non-tobacco rating.

4. Different policies can be set up in different ways. For example, you can set up a policy so premium payments are not required after a certain age. So if you plan on retiring at age 65, you can set it up so at age 65, you stop paying premiums but your life insurance policy continues on until your death.

5. <https://bit.ly/2YCcwsa>

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The Magnificent Sacrifice

By: Christian M. Morris, Esq

They say that if you love what you do, you will never work a day in your life. I absolutely love what I do, but I work every day, some nights, and most weekends. Does anyone else ever wonder why we picked this profession? Why we do what we do? Why didn't we just choose a job where we could come home at night and be done?

I sometimes wonder these things, especially in trial preparation, where life as I know it is suspended indefinitely until the jury's verdict is read, and the weeks following it are consumed with digging out from the back-up on other cases that continued on while I was in trial.

Then when I finally catch a breath, I remember; we have one of the best jobs in the world. We are trial attorneys, we are advocates, and we are the last line of defense for individuals and consumers. The quality of their life, their liberty, and their ability to pursue happiness is in our hands. I don't think we give ourselves enough credit for that and remind each other how important our work is to the balance of humanity and compassion in our culture.

It's sometimes difficult to get and maintain clarity in what we do. The true purpose of what we do falls to the wayside in light of the business of law, the sometimes overwhelming practice of law, and the function of living and balance of family.

If we don't have clarity in what we are doing and why we are doing it, our voices will not have the strength and power behind them that our clients need.

I recently tried a case that was incredibly difficult on liability and the client was a complex lady. Another attorney worked up the case in the discovery phase, so I had to dig in, learn the case, connect with the client and find a way to craft a liability argument that would get her the justice she needed. The client and I met and prepared many times, hung out at a Starbucks for an afternoon, talked about family and life, joked around, showed each other pictures, and became friendly. We needed to trust each other because trial is a battle and we need to shore up our ranks before we enter the field. Whenever I can, I become friends with my clients because that gives me clarity in why I want nothing more than to get them what they need from the trial. Getting to know the client doesn't always work, but it is something I work at in every case.

This same case also wasn't a high-value case. I sometimes struggle with where to focus my efforts—should it only be on the high-value cases? But there is something that always pulls me to the cases where the other side says it is impossible and offers little to nothing. The complete disregard for an individual and for their pain and loss by an insurance company or sometimes by disrespectful opposing counsel gives me clarity in my mission; these are the cases that need the zealous advocate. These are the cases that need the time, dedication, and creativity. When we become successful in these cases, that success will benefit all the cases that come after it.

The purpose of a trial is to get justice, and sometimes that justice is not in

the form of a big verdict. However, any favorable verdict is justice all the same and is equally valuable to the community. Our efforts don't just benefit ourselves and our clients, they benefit all the people and cases that come after them.

If we don't have clarity about why going to trial is important to our society, we might never know the worth of our work.

We need to have clarity in why cases need to go to trial. Trials serve a distinct purpose; they prove that when members of the community serving on a jury are shown negligence and the damage to someone's life, they will care, they will have compassion, they will compensate, and they will want to deter any such acts of negligence in the future. These trials serve to protect the community.

Trials serve many other purposes. Going to trial makes us better attorneys. Regardless of whether it is a win or a loss. Whenever I finish a trial, I feel more centered and more honed in on what I need to create or fix in my other cases. Trials also make for better judges. The judges who preside over more trials are exposed to a variety of issues, have a deeper understanding of the relevant case law and are generally more open to encouraging the jury's voice to be heard.

If there were no trials, the value of human loss would be controlled by corporations whose focus is on the value of money, not on the importance of life.

If we don't have clarity in our power to influence, we are wasting precious time and resources.

We all know those attorneys who are just "going through the motions." They are on auto-pilot. They show up, groaning at every deposition and court hearing and asking when it will be over. They are unaware that they hold the power to influence and change their clients' livelihood. This is "Exhibit A" to the reason we must have clarity in the value of ourselves and in the manner in which we focus our energy.

Our power to influence is front and center at trial. It is a culmination of hundreds of hours of work and preparation. However, that is not always the case as we prepare our cases for a potential trial. At all times, we need to be aware that every move we make affects our ability to influence. I remember when I used to take depositions just to "discover" information. I took them because I was supposed to. I sent out written discovery because I thought I had to. Now, I take depositions with a purpose. I send out written requests that further my trial theme. I am crafting my case, I am finding out what makes the deponent tick, and I am showing the opposing side where their case is going to fall off the cliff at trial. I have an objective and plan. I know why I am doing what I am doing and what I want from it. That clarity makes me a better attorney, and it makes my valuable time well spent.

If we don't have clarity in what we do, we will miss out on amazing opportunities to help people.

I recently resolved a case I had worked on for years. It was a case no one else was interested in due to liability being incredibly difficult. I met with the mom, who had lost her child as a result of the incident, and was immediately taken with her. She is a wonderful human being in immense emotional pain, and she was devastated that her precious child was being blamed for his own death. I told myself that if I didn't help her, I might as well get another profession. Many

years after our first meeting and after taking over forty (40) depositions in the case, spending hundreds of hours, expending extensive dollars, and undergoing many battles in court, she and I sat in a room at a mediation and hugged and cried because we had gotten her justice for her child. The resolution was only money, but that money will go to support her other children with college and herself in retirement. That money was the parting gift from her lost child. I left knowing that my total dedication and belief in this case was the primary reason for this great resolution and my client's secure future. That is a powerful feeling.

The power to help is what motivates me and what gives me absolute clarity in why I sacrifice time with my family, my friends, myself, and a normal life. Sacrifice for our clients and for the greater good is the harsh reality of our work. We have chosen a profession of responsibility. We have placed ourselves in a position where we have the power to help others because we believe in them and their case. But with this magnificent power comes magnificent sacrifice; and that is something we must acknowledge and support each other in the reality of what we do.

Christian Morris, Esq., is a personal injury trial attorney. She is licensed to practice law in Nevada in both state and federal courts. Christian also holds bar licenses in California and New Jersey. Prior to becoming a lawyer, Christian was active in politics and worked for Senator Collins from her home state of Maine. She is an active member of the Nevada Justice Association, the American Association of Justice, the American Cancer Society, and the Susan G. Komen Foundation.

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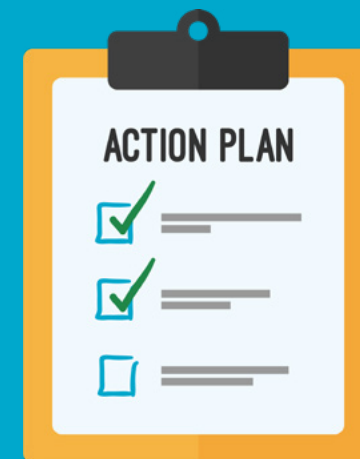


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You Hang Your Shingle, Now What?

By: Lawrence Ruiz, Esq. and C. Jared Clark, Esq.



The primary focus of many law schools in the United States is the utilization of critical thinking to teach students to “think like a lawyer.” But for all they endeavor to teach us, there are many things we must learn in the real world, whether through internships, extra-curricular activities, and even working for an established firm after graduation.

What do you need to know in order to be ready to step out on your own? Master the following areas and you will be well on your way to realizing your dream of success:

Your Definition of Success

How do you define the word “success”? Are you successful when you build a boutique law firm with revenue in excess of \$1,000,000/annually? Are you successful when you can provide pro bono services to members of an underserved community? Are you successful when you can provide a comfortable

lifestyle for a growing family?

Understanding your definition of success incorporates many psychological values and philosophical fundamentals; however, we will reserve that discussion for a later time.

For today, let’s explore the elements that are critical to providing a rudimentary understanding of the revenue you must generate at your firm to realize your vision of success.

Budgeting

The business of law is vastly different than the practice of law. As a business owner there are metrics you must understand to master your firm’s cash flow. How many months will pass between intake and resolution of your average case? What will the average net value of a case be at your new firm? These two metrics are critical as they will provide you with an understanding of your firm’s income.

The other side of the equation which you must honestly assess is the list of expenses related to the operation of your new firm. How much will your firm spend each month on rent, utilities, internet, telephone, advertising, professional affiliations, filings, and such? How much do you need to take home each month to satisfy your personal obligations? (Keep in mind that understanding this requirement will provide you a minimum expectation of personal income.) How much do you need to take home each month to live comfortably? (Understanding this need will provide you a goal which you will systematically work towards obtaining.)

In its simplest form, the two preceding paragraphs will provide you a foundation upon which you can build your firm. Understanding your monthly expenses relative to your income is critical if you are to keep your firm trending in an upward trajectory.

Are you in a financial position to hire a paralegal to assist you with your firm’s burgeoning caseload? Are you in a financial position to pull the trigger on a marketing campaign developed by a qualified professional? The preceding questions can only be answered by reviewing your financial position in black and white.

To be clear, a written budget is mandatory. Among the many concrete line items for a law firm, be sure to allow for a “Contingency,” as the most improbable imponderable will likely occur. Budgeting is not a “set-it-and-forget-it” activity. Monthly budget review will permit you to make course adjustments, even case selections, as you go, allowing avoidance of distress over a quarterly or yearly financial statement. You always need to possess a comprehensive understanding of your firm’s financial picture.

"Your first year will come and go before you know it, but if you plan accordingly, you will begin reaping the rewards."

Marketing

Developing a website should be your highest priority action item when it comes to marketing your new firm. In its simplest form, a website must include a biography, areas of practice, and contact information. Over time you can develop more extensive content leading to a more robust presentation, but under no circumstances should you allow perfection to become the enemy of better.

A website's greatest attribute is knowing that it can be updated with relative ease. As you develop marketing campaigns, you can revise and add to the platform.

It is of paramount importance to employ a first-class marketing firm. A marketing firm can quickly develop a search engine optimized website and various pieces of marketing collateral to be used daily. In short order our firms had websites, business cards, envelopes, letterhead, and custom pocket folders. The marketing firms even developed a social media advertising campaign. Of course, this increased the start-up expenses, but we certainly realized a significant return on our investment. Based on the marketing materials laid before a client, our firms had the feel of many larger firms in the marketplace.

We can honestly say we were aggressive in marketing each of our new firms. Though we would both agree, we could have spent significantly more time networking and growing our respective brands if we had learned early on to develop processes. Processes would have allowed us to train front line employees to perform intakes, case audits, and other more clerical functions.

Developing Processes

Having formed our own boutique law firms specializing in personal injury, we often found ourselves spending up to ten hours per week completing routine intake paperwork with prospective clients. Those ten hours could have been spent building relationships with service providers or attending networking mixers to increase my firm's brand awareness. It did not take long for us to come to the realization that completing intake paperwork was not our highest and best use as an attorney and certainly did not put us in a position to grow our firms.

No matter how seemingly mundane, the process needed to be complete in order to bring in additional revenue to the firm. But did we personally have to complete this task? Absolutely not. What exactly were the specific steps inherent to completing the intake process? Taking the time to develop written guidelines allowed us to train staff in this relatively simple task, thereby freeing up an additional ten hours per week from our schedules.

In much the same way, we began developing job descriptions for key personnel. Would our first hire be a receptionist, a paralegal, or perhaps a case manager? Understanding the roles each would play in the daily operation of our firms allowed us to make informed decisions as to

whom we should hire to fill our specific needs. Much like a budget, having a written reference provides accountability and ensures you are put in a position to win with a new hire.

Team Building

Understanding how a case flows through your firm from intake to settlement allows you to determine what your specific personnel needs are. Understanding your budget allows you to determine whether you can afford to make a new hire. Having developed written processes and job descriptions for key personnel will allow you to determine what position(s) you should hire first.

If you have methodically worked through each of the areas outlined in this article, you have positioned yourself for success. You have a framework into which you will be able to introduce a new hire and immediately place them into a position to succeed. Why? Because their role will be clearly defined. Metrics will be in place by which they will be able to assess their own progress. The only thing left to do is hire the right personnel.

Fortunately, there are many outsource human resource firms who will find you employees ideally suited to exceed your expectations. You need not concern yourself with the intricacies of creating job-postings on Monster.com, Indeed.com, ZipRecruiter.com, or GlassDoor.com.

Allow professionals to sort through job applicants, thereby minimizing your time away from your firm's primary focus. Once quality prospects are identified, you can conduct the final interviews remembering to objectively determine who will be the best fit based on the attributes listed in a given job description.

Conclusion

Creating a new law practice may appear to be a monumental task. After all, this is real life, not LA Law or a John Grisham novel. Fortunately for the motivated attorney, this seemingly monumental objective can be subdivided into workable components.

To review the basic elements of the general outline presented above:

- 1. Begin with a fact-based budget. Make your monthly budget review a calendar item.
- 2. Spend as much as you dare on marketing. Use a professional marketing team that maximizes the use of social media, but also understands print media placement and collateral materials, can raise your profile far beyond your start-up position.

3. Develop processes, preferably handbook style, for use by you and your staff. Initially, this is an excellent technique for defining the needs of the new firm. Later, it provides clarity of expectations for each position on your team.

4. Grow your team based on the needs of the processes used by your firm. Make one more money-saving decision, outsource the new-hire screening process to a professional firm, but make the final determination yourself.

Your first year will come and go before you know it, but if you plan accordingly, you will begin reaping the rewards. We could not be more pleased with our decision to open our own firms, and we are honored to share our advice with you.

Lawrence Ruiz, Esq. is the founding member of the Ruiz Law Firm. The Ruiz law firm handles accident and catastrophic personal injury cases due to the negligence of a third party. Lawrence hails from northern California, and has been a Las Vegas resident for more than twenty years.

C. Jared Clark, Esq. is the founder and partner at Clark Law Group, PLLC. Clark Law Group, PLLC is a boutique Las Vegas-based law firm practicing exclusively in the area of personal injury. Jared is a Las Vegas native who is committed to serving his community by providing exceptional legal services to victims who have been injured by the carelessness and negligence of others.

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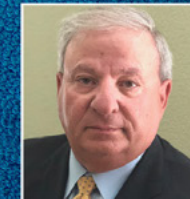
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Please Release Me: Defeating a Liability Waiver

By John Shook and Darren Rodriguez²⁶

As I neared the end of my usual Sunday morning spin class, gasping for air, sweating profusely, and wondering why I subjected myself to this new form of spinning hell, I began thinking, as any good plaintiff’s attorney would, about what would happen if the handlebar bearing the full weight of my body suddenly snapped clean off. Could I hold the spin studio liable if I break my neck?

I remembered the purported liability release I “signed” online. It read:

In checking the box below I agree and understand that classes at _____ may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against _____ or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise. [blanks in original]

After reading that clause, I remained puzzled: Would this release be enforceable against my claim against the spin studio? Exculpatory agreements like this have become a standard way of doing business, particularly in relation to sporting and other recreational enterprises.

These agreements go by various names: liability releases, hold harmless clauses, or assumption of risk agreements. Although it is common practice for businesses to require patrons to sign these types of releases, they are not always enforceable. Under what conditions can an injured patron of a business who has signed a liability release maintain a claim for negligence?

Freedom to Contract v. Safety and Compensation

Express assumption of risk agreements are, at base, contracts. These contracts seek to replace the obligations imposed by tort jurisprudence, e.g. to act reasonably, with different obligations agreed to by the contracting parties. Because tort law serves the twin goals of compensating injured victims and deterring unsafe activities, courts closely scrutinize the validity of contracts that seek to obviate our well-established system of civil justice. Whether an express written waiver is valid depends a great deal on the relationship between the parties, the nature of the bargaining transaction, and the type of loss for which liability has purportedly been disclaimed.¹

(Expressly) Assume the Position

Signing a liability waiver before beginning an activity is known as express assumption of risk.² Express assumption of risk is “a contractual undertaking that expressly relieves a putative defendant from any duty of care to the injured party” because the injured party has “consented to bear the consequences of a voluntary exposure to a known risk.”³ These agreements are “generally regarded as a valid exercise of the freedom of contract” under Nevada law.⁴ However, contractual exculpatory

clauses are disfavored in the law, and courts in Nevada strictly construe such clauses against the party seeking immunity from liability.⁵

To be enforceable, a liability waiver provision must set forth the contracting parties’ intentions with “the greatest particularity,” and expressly state the intent to release liability.⁶ Such an intention cannot be inferred from “words of general import.”⁷ In addition to construing such clauses strictly against the party seeking immunity, courts also construe ambiguities against the drafter.⁸ “[I]n order to be effective, a waiver must occur with the full knowledge of all material facts; a party cannot waive something unknown to her.”⁹ *Actual knowledge* of the risk assumed is required for assumption of risk.

Knowledge is Power

The battle over the enforceability of an express liability release often revolves around the claimant’s “actual knowledge” of the risk prior to signing the release. When it comes to challenging an express liability waiver, the less actual knowledge a claimant has the better. Courts may hold these clauses unenforceable if a defendant failed to provide actual knowledge of the risk(s) assumed because assumption of risk agreements are based on a theory of consent. Without knowledge of the actual risks, how can one expressly consent to assume them?

One frequently cited case where the Nevada Supreme Court found that a question of fact existed as to whether an injured party knowingly and voluntarily assumed the risk is *Renaud v. 200 Convention Ctr.*, 102 Nev. 500, 501 (1986). There, the Court reversed the granting of summary judgment

where the claimant suffered injuries in a free-fall simulator and had signed a liability waiver. The Court explained that because the plaintiff denied appreciation of the risks associated with the free fall simulator, a question of fact existed regarding whether she had actual knowledge of those risks. “Because actual knowledge of the risks assumed is an essential element of this defense, such a matter must be reserved for the fact finder. . . Considerations should include (but are not limited to) the following: the nature and extent of the injuries, the haste or lack thereof with which the release was obtained, and the understandings and expectations of the parties at the time of signing.”¹⁰

Similarly, the Nevada Supreme Court also found no express assumption of risk in *Mizushima*.¹¹ In that case, a plaintiff was injured when a rented horse unexpectedly bucked her off after signing the defendant horseback riding entity’s “sign-up” sheet that contained an exculpatory clause.¹² The Court found no express assumption of risk because 1) the defendant’s sign-up sheet did not specifically indicate customers were consenting to assume the risk of injury caused by the horse ranch’s own negligence and 2) there was no evidence of a verbal discussion regarding liability between the parties prior to the accident.

On the other hand, waivers have been found enforceable in other cases. In *Moffitt v. 24 Hour Fitness USA, Inc.*,¹³ the U.S. District Court granted summary judgment where the plaintiff slipped and fell on an unsecured floor mat in a health club steam room using this release:

Using the [health club’s] facilities involves the risk of injury to you or your guest, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from

minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your participation in the activities offered by [health club], *you understand and voluntarily accept this risk and agree that* [health club]... *will not be liable for any injury*, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you... resulting from *negligence* of [health club] or anyone on [health club’s] behalf or anyone using the facilities *whether related to exercise or not*.¹⁴ [emphasis in original].

The Court found this release to be an “express, unambiguous exculpatory clause” and that the claimant had consented to assume the risk of injury caused by the health club’s negligence, even if the injury was unrelated to exercise, such as slipping on a floor mat. Further, the Court noted the clause did not violate a particular statute, extend protection for willful or gross negligence or otherwise offend public policy, which in limited circumstances may also defeat an assumption of risk defense.¹⁵

The ruling in *Moffitt* appears to run contrary to the law in Nevada with respect to the actual knowledge requirement for express assumption of risk. The actual knowledge requirement can also be found in Nevada Pattern Jury Instructions 4.17, which reads:

Express Assumption of Risk

If, before an event occurred in which the plaintiff was injured as a result of a *known* risk, the plaintiff had expressly assumed the risk of such injury by

specifically agreeing with the defendant that plaintiff would not hold the defendant responsible if an injury should be caused by the *known* risk, the plaintiff may not recover damages from the defendant for that injury. [emphasis added].

Nevada’s express assumption of risk instruction clearly states the requirement that a risk be “known” to be assumed by a plaintiff. This knowledge requirement appears to include knowledge of the type of injury-causing risks involved in the activity, but may also apply to knowledge of the type of potential claims one is agreeing to waive, such as claims for all negligence even if unrelated to the risks necessarily involved in a particular activity. The *Moffitt* opinion appears to have turned on the waiver of any claims “*whether related to exercise or not*,” rather than the claimant’s actual knowledge of the types of risks typically involved in exercise. Certainly, if the injury occurs as a result of a widely known risk that is inherent to a particular activity, it is more likely to be found that the claimant had actual knowledge.¹⁶ Similarly, if the injury flows from a risk which is expressly listed, actual knowledge is very likely to be found.

Other Defenses

Minority Report

Another consideration is the age of the claimant at the time the waiver was signed. In Nevada, the age of majority is eighteen years old and contracts entered into by a minor are generally voidable.¹⁷ As such, waivers and indemnity agreements are also voidable, but may be ratified after the minor comes of age.¹⁸ Importantly, because these contracts are not void but only voidable, the careful practitioner should expressly seek to void the putative contract within a

reasonable time after the claimant reaches the age of majority to prevent ratification of the agreement and to ensure the availability of this defense.

Just too drunk

Severe intoxication may also void a waiver, but may be difficult to establish as it requires a showing by a clear and convincing standard that a person was intoxicated to such an extent that he/she was incapable of giving such assent.¹⁹

No consent

Assumption of risk, whether express or implied, requires that risk be assumed (1) with actual knowledge of the risk assumed and (2) voluntarily.²⁰ An example of a case where voluntary assumption was found not to occur was *Clark County Sch. Dist. v. Payo*, 403 P.3d 1270, (2017). In that case, a student was injured while participating in a mandatory physical education class. The Nevada Supreme Court held that because the student was required to participate in the class, he did not “voluntarily expose” himself to the dangers of physical education and assumption of the risk did not occur.²¹

Should I spin again?

So, is my spin class waiver enforceable if the handlebar snaps off and I sustain serious injuries? Probably not.

First, this release had blanks where the defendant’s name should be. This is a fatal ambiguity as it does not identify who is being released. Secondly, the release makes no mention of faulty equipment being a risk, and I certainly did not appreciate the risk of my cycle’s handlebar snapping off before I signed up. The warning about classes being “physically strenuous” did not encompass faulty equipment such that

a participant would have knowingly assumed that risk.

The future of Nevada Law

Nevada law is still developing on a number of issues including whether exculpatory language must be conspicuously placed,²² whether the injurious act be reasonably related to the purpose for which the plaintiff signed the release,²³ whether agreements implicating the “public interest” are enforceable such as those releasing hospitals, physicians, or child care providers,²⁴ or whether defective products may be released.²⁵ While our law is still developing, this should be seen by our brothers and sisters as an opportunity, not a threat. By actively pursuing cases where negligent actors seek to shield their conduct behind a perfunctory signature, we can and should set the bar higher for the safety of our community. And, really, isn’t spin class hard enough without having to worry about the handlebars?

A co-founder of Shook & Stone, John B. Shook, Esq. serves as lead trial counsel on many of the firm’s largest cases. In 2016, he became one of the first attorneys in Nevada to be certified as a Personal Injury Specialist by the Nevada Justice Association. This prestigious honor only goes to personal injury lawyers who demonstrate superior integrity, knowledge and professionalism. He’s responsible for trying one of the largest single-claimant personal injury verdicts in Nevada history.

Darren Rodriguez, Esq. joined Shook & Stone in 2018 as a Litigation Associate. Following law school, Darren began working as a deputized law clerk in the appellate division at the Clark County District Attorney’s Office. After his time with the DA’s office, Darren began practicing civil

litigation with an insurance defense firm. He began practicing plaintiff’s personal injury in 2015. Darren has also practiced in the area of family law.

1. W. Page Keeton Et Al., Prosser And Keeton on the Law of Torts § 92, at 656 (5th ed. 1984).
2. This article discusses only the **express** assumption of risk doctrine. For a discussion of the **implied** assumption of risk doctrine, see *Turner v. Mandalay Bay Sports Entertainment, LLC*, 124 Nev. 213 P.3d 1172 (2008).
3. *Mizushima v. Sunset Ranch, Inc.*, 737 P.2d 1158, 1159 (Nev.1987), *overruled on other grounds by Turner v. Mandalay Sports Ent’t, LLC*, 180 P.3d 1172, 1177 (Nev.2008).
4. *Miller v. A & R Joint Venture*, 636 P.2d 277, 278 (Nev.1981).
5. *Agric. Aviation Eng’g Co. v. Bd. of Clark County Com’rs*, 106 Nev. 396, 399–400, 794 P.2d 710, 713 (1990).
6. *Id.*
7. *Id.*
8. *Anvui, LLC v. G.L. Dragon, LLC*, 123 Nev. 212, 215, 163 P.3d 405, 407 (2007).
9. *Thompson v. City of N. Las Vegas*, 108 Nev. 435, 833 P.2d 1132 (1992).
10. *Id.*
11. *Supra*, note 4.
12. The purported release there read: “I, the undersigned, assume all responsibility for horse and equipment, and all liability. It is understood that the management is not liable in case of accident. I also agree to pay for damage to horse or equipment and special charge for overridden horse.”
13. 2:12-CV-00469-PMP, 2013 WL 1080441 (D. Nev 2013).
14. Notably, this release specifically released the defendant’s own negligence. An example of a case where a health club failed to release its own negligence is *Zipusch v. LA Workout, Inc.*, 66 Cal. Rptr. 3d 704, 709 (2007), where the waiver released the negligence of “anyone else using the [facility]” but failed to release the health club from its own negligence.
15. *Kerns v. Hoppe*, 128 Nev. 910, 381 P.3d 630 (2012) (citing 57B Am.Jur.2d *Negligence* § 766 (2004)).
16. Also known as primary implied assumption of risk. See, *Turner* at 1177, *supra*.
17. NRS 129.010.
18. *W.M. Barnett v. Chiatovich*, 48 Nev. 319, 232 P. 206, 214 (1925).
19. *McNee v. McNee*, 49 Nev. 90, 100, 237 P.534, 537-38 (1925).
20. *Sierra Pac. Power Co. v. Anderson*, 77 Nev. 68, 71, 358 P.2d 892, 894 (1961).
21. *Id.* at 1274; Although *Payo* dealt with the implied assumption of risk doctrine, the same voluntary requirement should apply.
22. *Leon v. Family Fitness Ctr. (No. 107), Inc.*, 71 Cal. Rptr. 2d 923, 927 (1998).
23. *Sweat v. Big Time Auto Racing, Inc.*, 12 Cal. Rptr. 3d 678, 681 (2004).
24. *Tunkl v. Regents of Univ. of Cal.*, 60 Cal. 2d 92, 104 (1963); *Gavin W. v. YMCA of Metro. Los Angeles*, 131 Cal. Rptr. 2d 168, 178 (2003).
25. *Westlye v. Look Sports, Inc.*, 22 Cal. Rptr. 2d 781, 800 (1993).
26. Special thanks to Leonard Stone for his help on this article.

Congratulations & Thank You

for participating in NJAs

Caribbean Nights Membership Contest!

Grand Prize Winner:
Kim Surratt

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Thank you to all contest participants for referring new NJA members!

CONGRATULATIONS!

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2019 Legislative Update

Business Bill Summary

<i>Bill No.</i>	<i>Description</i>	<i>Position</i>	<i>Effective Date</i>	<i>Bill Text from Introduction to Enrollment</i>
AB432	Establishes provisions governing worker cooperative corporations.	M	EFF 10/1/19	Amended

Civil Bill Summary

<i>Bill No.</i>	<i>Description</i>	<i>Position</i>	<i>Effective Date</i>	<i>Bill Text from Introduction to Enrollment</i>
AB101	Authorizes a private plaintiff to bring an action for a declaratory judgment regarding a violation of state law or a local ordinance by certain governmental entities.	M	DIED	
AB118	Revises provisions relating to certain financial transactions and short-term loans.	M	DIED	
AB124	Requires a hospital or independent center for emergency medical care to provide certain information to a victim of sexual assault or attempted sexual assault.	M	EFF 5/15/19 and 1/1/20	Amended
AB131	Revises provisions governing facilities and services for adults with special needs.	M	EFF 5/15/19 and 1/1/20	Amended
AB165	Revises provisions relating to civil liability for causing the injury or death of certain pets.	M/+	DIED	
AB172	Revises provisions governing the settlement of certain claims under policies of motor vehicle insurance.	+	DIED	
AB173	Revises provisions relating to the repair of motor vehicles.	+	DIED	
AB187	Revises provisions governing the safety of children.	A/-	DIED	
AB197	Revises provisions relating to consumer practices.	+	DIED	
AB200	Revises provisions relating to the use of cellular devices while driving.	M	DIED	
AB207	Revises various provisions relating to business entities.	A/+	EFF 10/1/19	Amended with NJA Input
AB248	Prohibits a settlement agreement from containing provisions that prohibit or restrict a party from disclosing certain information under certain circumstances.	+	EFF 7/1/19	Amended
AB254	Revises provisions relating to sickle cell disease and its variants.	M	EFF 6/3/19 and 10/1/19	Amended
AB260	Revises provisions governing mental health.	M	EFF 5/29/19	No amendments
AB285	Enacts provisions relating to a mental or physical examination of certain persons in a civil action.	+	EFF 10/1/19	NJA Bill
AB307	Establishes provisions governing the use of a gang database by a local law enforcement agency.	A	EFF 7/1/19	Amended
AB332	Makes various changes relating to the enhancement of school and classroom safety.	-	DIED	
AB340	Makes various changes concerning the acquisition and use of opioid antagonists by schools.	-	DIED	
AB362	Revises provisions governing the confidentiality of the personal information of certain public employees.	+	EFF 5/25/19	Amended
AB364	Revises provisions governing the transfer, title and sale of manufactured homes.	M	EFF 6/5/19 and 1/1/20	Amended
AB369	Revises provisions relating to common-interest communities.	+	DIED	
AB390	Revises provisions relating to equipment on motor vehicles.	M	DIED	
AB393	Provides protections to certain governmental and tribal employees and certain other persons during a government shutdown.	M	EFF 6/8/19	Amended
AB399	Provides for the establishment of a retirement savings program for private sector employees.	M	DIED	
AB411	Provides for civil penalties for certain traffic and related violations.	M	DIED	
AB418	Enacts provisions governing an offer of judgment.	+	EFF 10/1/19	
AB432	Establishes provisions governing worker cooperative corporations.	M	EFF 10/1/19	Amended
AB453	Revises provisions relating to the Board of Psychological Examiners.	M	EFF 7/1/19	
AB477	Enacts provisions governing certain consumer form contracts and consumer debts.	A/+	EFF 10/1/19	Amended with NJA input
AB485	Enacts provisions relating to electric scooters.	A/-	EFF 6/19	Amended with NJA input
SB2	Revises provisions relating to the Advisory Commission on the Administration of Justice.	M	DIED	
SB4	Revises provisions governing remittiturs.	-	DIED	
SB5	Revises provisions relating to court rules of practice and procedure.	M	DIED	
SB6	Makes various changes relating to courts.	M	DIED	
SB23	Revises provisions relating to testing of a driver for the presence of alcohol or controlled substances.	M	DIED	
SB33	Revises provisions governing enforcement of child support obligations.	+	EFF 1/1/20	Amended with NJA input
SB38	Makes various changes relating to the practice of court reporting, the practice of court recording and the practice of court transcribing.	-	DIED	
SB43	Authorizes the installation and use of an automated traffic enforcement system under certain circumstances.	M	DIED	

SB66	Revises provisions relating to emergency management.	M/-	EFF 5/29/19	Amended with NJA input
SB90	Makes various changes relating to the health of children.	M/-	EFF 7/1/19	
SB142	Makes various changes relating to school safety.	M	DIED	
SB161	Revises provisions relating to certain financial businesses, products and services.	A		
SB165	Makes various changes to provisions governing prescribing, dispensing and administering controlled substances designed to end the life of a patient.	-	DIED	
SB192	Revises provisions relating to health care.	M	EFF 5/21/19	
SB220	Revises provisions relating to Internet privacy.	M/+	EFF 10/1/19	Amended
SB221	Revises provisions governing warnings against trespassing.	M	EFF 7/1/19	Amended
SB226	Makes various changes relating to health insurance.	A	DIED	
SB245	Revises provisions relating to civil actions.	+	EFF 7/1/20 and 7/1/22	NJA Bill
SB282	Limiting the civil liability of crisis support centers under certain circumstances.	-	DIED	
SB287	Revises provisions governing public records.	M	EFF 10/1/19	Amended
SB288	Prohibits certain false or misleading practices by or on behalf of treatment providers, facilities and alcohol and drug abuse programs.	M	DIED	
SB290	Requires network plans to reimburse out-of-network providers of health care for certain services.	M	DIED	
SB294	Revises provisions governing privileges.	-	DIED	
SB302	Revises provisions relating to personal information collected by governmental agencies.	M	EFF 6/5/19 AND 1/1/21	Amended
SB304	Revises provisions relating to corporations.	-	DIED	
SB323	Revises provisions governing the attorney's fees and costs which may be recovered by certain regulatory bodies which administer occupational licensing.	M	EFF 10/1/19	Amended
SB339	Revises provisions relating to public records.	M	DIED	
SB342	Revises provisions relating to animals.	M	EFF 10/1/19	Amended
SB346	Revises provisions related to marijuana.	M/+	EFF 1/2/20	
SB348	Revises provisions relating to time shares.	A	DIED	
SB360	Enacts the Human Trafficking and Child Exploitation Prevention Act.	M	DIED	
SB364	Prohibits discrimination against and provides protection for patients or residents of certain facilities.	M	EFF 5/29/19 and 1/1/20	Amended
SB365	Revises provisions relating to health insurance.	M	EFF 6/1/19 AND 1/1/20	Amended
SB368	Revises provisions relating to protections for victims of crime.	+	EFF 10/1/19	Amended
SB383	Establishes provisions relating to sexual conduct between a law enforcement officer and certain other persons.	M	EFF 10/1/19	Amended
SB385	Revises provisions relating to insurance for personal property at storage facilities.	M	EFF 5/29//19 and 7/1/20	Amended
SB418	Revises provisions governing the distribution and sale of raw milk.	M/A	DIED	
SB427	Revises provisions relating to business entities.	M	EFF 10/1/19	Amended
SB435	Enacts provisions relating to claims for mental or physical injury.	+	EFF 10/1/19	NJA's Bill
SB472	Establishes a database of information concerning health insurance claims in this State.	A	DIED	
SB478	Enacts provisions relating to peer-to-peer car sharing programs.	-	DIED	
SB479	Repeals provisions relating to certain mortgage loan originators.	M	EFF 7/1/19	
SB480	Revises provisions relating to courts.	M	EFF 10/1/19	Amended
SB481	Revises provisions relating to health insurance.	M	EFF 7/1/19,1/1/20, and 1/1/21	Amended
SB482	Revises provisions relating to health insurance.	M	EFF 5/29/19 and 10/1/19	Amended
SCR3	Directs the Legislative Committee on Energy to conduct an interim study to consider alternative solutions for transportation system funding in Nevada.	M	DIED	
SJR2	Proposes an amendment to the Nevada Constitution that revises the provisions governing appointments of judicial officers to fill vacancies.	M	DIED	

Construction Defect Bill Summary

<i>Bill No.</i>	<i>Description</i>	<i>Position</i>	<i>Effective Date</i>	<i>Bill Text from Introduction to Enrollment</i>
AB161	Revises provisions governing common-interest communities.	M	EFF 10/1/19	
AB163	Revises provisions governing water conservation.	M	EFF 6/3/19 and 1/1/20	Amended
AB364	Revises provisions governing the transfer, title and sale of manufactured homes.	M	EFF 6/5/19 and 1/1/20	Amended
AB369	Revises provisions relating to common-interest communities.	+	DIED	
AB374	Revises provisions governing contractors.	-	DIED	
AB421	Revises provisions relating to construction.	+	EFF 10/1/19	NJA's Bill

SB11	Revises the requirements to qualify for and maintain an exemption from certain regulations concerning building codes.	M	DIED	
SB273	Revises provisions relating to liens.	M	DIED	
SB357	Revises provisions relating to home warranty protection plans.	M	DIED	
SB373	Revises provisions governing the investigations of contractors.	M	DIED	
SB382	Revises provisions relating to real property.	M	EFF 10/1/19	Amended

Domestic Bill Summary

<i>Bill No.</i>	<i>Description</i>	<i>Position</i>	<i>Effective Date</i>	<i>Bill Text from Introduction to Enrollment</i>
AB91	Establishes provisions concerning the sterilization of protected persons.	M	EFF 1/1/20	Amended
AB126	Enacts provisions governing the procedures for changing the name of an unemancipated minor who is in the legal custody of a child welfare agency.	M	EFF 7/1/19	Amended
AB139	Revises provisions relating to when minors may marry.	M/+	EFF 10/1/19	Amended
AB140	Prohibits discrimination against certain persons in certain proceedings relating to children.	M	EFF 7/1/19	Amended
AB156	Revises provisions governing the education of a child who is in need of protection.	M	EFF 7/1/19	Amended
AB211	Makes various changes concerning domestic relations.	-	DIED	
AB262	Revises provisions relating to the custody of children.	-	DIED	
AB299	Revises provisions governing certain powers of attorney.	M	EFF 10/1/19	Amended
AB375	Revises provisions governing birth certificates.	M	DIED	
AB387	Establishes a program to provide services to families of certain children with a mental illness or emotional disturbance.	M	EFF 5/25/19 and 7/1/21	
AB412	Revises provisions governing notaries public.	M	DIED	
AB472	Revises provisions relating to insurance coverage of maternity care.	+	EFF 1/1/20	Amended
SB17	Makes various changes relating to enforcement of child support obligations.	M	EFF 7/1/19	
SB20	Revises provisions relating to guardianships.	M	EFF 5/29/19, 7/1/19, and 1/1/20	
SB33	Revises provisions governing enforcement of child support obligations.	+	EFF 1/1/20	Amended with NJA input
SB38	Makes various changes relating to the practice of court reporting, the practice of court recording and the practice of court transcribing.	-	DIED	
SB247	Requires informed consent of a parent or guardian before certain services related to mental health are provided to a child.	M	DIED	Amended
SB248	Revises provisions relating to domestic relations.	M	DIED	
SB257	Provides that certain evidence is inadmissible in an action or proceeding involving domestic relations.	A	DIED	Amended
SB277	Revises provisions relating to the support of children.	+	DIED	
SB309	Revises provisions relating to family courts.	+	DIED	
SB325	Establishes the Nevada Child Adoption Grant Program to provide grants to assist certain prospective adoptive parents with certain costs of adoption.	M	DIED	
SB477	Prohibits the release of a child to a parent or guardian in a child welfare proceeding in certain circumstances.	M	EFF 10/1/19	Amended

Employment Bill Summary

<i>Bill No.</i>	<i>Description</i>	<i>Position</i>	<i>Effective Date</i>	<i>Bill Text from Introduction to Enrollment</i>
AB90	Provides certain employees with the right to use sick leave to assist certain family members with medical needs.	+	DIED	
AB132	Revises provisions governing employment practices.	A/+	EFF 1/1/20	
AB175	Revises provisions governing environmental health specialists.	M/+	EFF 7/1/19	
AB181	Revises provisions governing employment attendance practices.	M/+	EFF 5/15/19	Amended
AB248	Prohibits a settlement agreement from containing provisions that prohibit or restrict a party from disclosing certain information under certain circumstances.	M	EFF 7/1/19	Amended
AB251	Expands the employers subject to provisions prohibiting certain unlawful employment practices.	+	DIED	
AB274	Revises provisions relating to governmental administration.	M	EFF 5/25/19	
AB337	Revises provisions governing railroads.	M	EFF 10/1/19	
AB348	Makes various changes related to working conditions at certain medical facilities.	M	EFF 7/1/19 and 7/1/20	Amended
AB355	Establishing provisions governing the retention of certain workers.	M	DIED	
AB384	Revises provisions relating to employment practices.	+	DIED	

AB419	Revises provisions relating to noncompetition covenants in employment practices.	M	DIED	
AB456	Increases the minimum wage required to be paid to employees in private employment in this State.	+	EFF 7/1/19	
SB141	Revises provisions relating to the Nevada Equal Rights Commission.	M/+	DIED	
SB166	Revises provisions relating to employment.	+	EFF 1/1/20	Amended
SB177	Revises provisions relating to employment practices.	+	EFF 10/1/19	Amended
SB192	Revises provisions relating to health care.	M	Upon gov’s signature	Amended
SB306	Revises provisions relating to the enforcement of provisions relating to compensation, wages and hours of employees.	+	DIED	
SB312	Requires an employer in private employment to provide paid leave to employees under certain circumstances.	+	EFF 1/1/20	Amended
SB406	Revises provisions relating to certain businesses.	+	DIED	
SB434	Revises provisions relating to marijuana.	+	DIED	

Medical Malpractice Bill Summary

<i>Bill No.</i>	<i>Description</i>	<i>Position</i>	<i>Effective Date</i>	<i>Bill Text from Introduction to Enrollment</i>
AB115	Provides privilege to an organized committee of certain groups of physicians to refuse to disclose certain information.	-	DIED	
AB169	Establishes the Maternal Mortality Review Committee.	M	EFF 5/3/19 and 1/1/20	Amended
AB317	Revises provisions governing the licensing and operation of certain medical facilities.	M		
AB372	Revises provisions governing insurance coverage of emergency medical services.	M	DIED	
AB378	Makes various changes relating to the transportation and admission of certain persons alleged to be a danger to themselves or others to certain facilities or hospitals.	M	EFF 6/5/19	Amended
AB457	Revises provisions governing chiropractic physicians and chiropractor’s assistants.	M	EFF 7/1/19	Amended
AB469	Revises provisions governing billing for certain medically necessary emergency services.	M	EFF 5/15/19 and 1/1/20	
AB493	Makes various changes relating to the health of children.	M	DIED	
SB90	Makes various changes relating to the health of children.	M/-	EFF 7/1/19	Amended
SB116	Provides for the selection of a proxy decision-maker to make medical treatment decisions for certain adult patients who lack the capacity to provide consent to or refusal of medical treatment.	M	DIED	
SB165	Makes Various changes to provisions governing prescribing, dispensing and administering controlled substance designed to end the life of a patient.	M	DIED	
SB189	Prescribes a procedure to address a patient who requests certain treatment.	-	DIED	
SB289	Revises provisions relating to the licensing of physicians.	M	EFF 6/7/19	Amended
SB456	Revises provisions relating to staff privileges for advanced practice registered nurses at hospitals.	M	EFF 10/1/19	Amended
SB457	Revises provisions relating health care facilities.	M/+	EFF 10/1/19	Amended

Workers’ Compensation Bill Summary

<i>Bill No.</i>	<i>Description</i>	<i>Position</i>	<i>Effective Date</i>	<i>Bill Text from Introduction to Enrollment</i>
AB119	Revises provisions governing workers’ compensation.	+	DIED	
AB128	Revises provisions governing vocational rehabilitation.	+	GOV HAS NOT SIGNED	
AB138	Revises provisions governing workers’ compensation.	M/+	DIED	
AB370	Revises provisions relating to workers’ compensation.	M/+	EFF 7/1/19	Amended
AB392	Encourages employers to provide work-based learning opportunities for pupils.	M	DIED	
AB455	Makes various changes relating to families of injured workers.	M	EFF 7/1/19	Amended
AB492	Revises provisions governing industrial insurance benefits.	M	EFF 7/1/19	Amended with NJA Input
SB23	Revises provisions relating to testing blood samples under certain circumstances.	M	DIED	
SB86	Makes various changes relating to the regulation of insurers by the Division of Insurance of the Department of Business and Industry.	M	EFF 10/1/19 and 1/1/20	Amended
SB176	Revises provisions relating to workers’ compensation.	+	DIED	
SB215	Revises provisions relating to occupational diseases.	+	EFF 7/1/19	Amended
SB322	Revises provisions relating to peace officers.	M/+	DIED	
SB346	Revises provisions relating to marijuana.	M/+	EFF 1/2/20	
SB377	Revises provisions relating to workers’ compensation.	+	EFF 10/1/19	Amended with NJA input
SB381	Revises provisions relating to workers’ compensation.	+	EFF 1/1/20	NJA’s Bill



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