

1 **OFFER**  
2 **THEODORE PARKER, III, ESQ.**  
3 Nevada Bar No. 4716  
4 **MAHOGANY TURFLEY, ESQ.**  
5 Nevada Bar No. 13974  
6 **PARKER NELSON & ASSOCIATES, CHTD.**  
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13 *Attorneys for Defendants*

14 **DISTRICT COURT**  
15 **CLARK COUNTY, NEVADA**

16 LINDA GRETZINGER, an individual,  
17 Plaintiff,

18 v.

19 UNIVERSITY MEDICAL CENTER OF  
20 SOUTHERN NEVADA, SHEILA  
21 CAINGLET, R.N. CELESTINE CABUTU,  
22 R.N., BRIAN MANAOAG, R.N.,  
23 CHRISTOPHER CARPENTER, R.N., and  
24 DOES 1-100.

25 Defendants.

CASE NO.: A-17-763507-C  
DEPT. NO.: XXIX

**DEFENDANTS' OFFER OF JUDGMENT TO  
PLAINTIFF**

26 TO: LINDA GRETZINGER, Plaintiff;

27 TO: Gregory D. Rueb, Esq., and Ryan T. Campbell, Esq. Attorneys for Plaintiff.

28 Pursuant to Rule 68 of the Nevada Rules of Civil Procedure, Defendants, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, SHEILA CAINGLET, R.N., CELESTINE CABUTU, R.N., BRIAN MANAOAG, R.N., and CHRISTOPHER CARPENTER, R.N., in the above-captioned action (hereinafter collectively referred to as "Defendants"), by and through their attorneys of record, Theodore Parker, III, Esq. and Mahogany Turfley, Esq., the Law firm of PARKER, NELSON & ASSOCIATES, CHTD., hereby offer TO ALLOW Judgment to be taken in favor of Plaintiff and against Defendants in the amount of FIFTY THOUSAND DOLLARS AND NO/CENTS (\$50,000.00) for the above-entitled matter. This sum shall include and satisfy all amounts which might be awarded as damages or costs, including all pre-offer interest, costs, and attorney's fees

1 which otherwise may have accrued to date, with each party to bear their own respective fees and costs  
2 from this date forward. There shall be no separate award of attorney's fees or costs.

3 Acceptance of this Offer by Plaintiff would fully discharge and release Defendants from any  
4 and all current and future claims as alleged and which may arise regarding the Complaint on file herein  
5 against Defendants, and any claims Defendants may have against Plaintiff.

6 You are further notified that, pursuant to the provisions of NRCP 68, if Notice of Acceptance  
7 is not given within fourteen (14) days from the date of service of this Offer upon you, this Offer shall  
8 be deemed withdrawn. As set forth in NRCP 68, you may then be responsible for Defendants' court  
9 costs and attorney's fees, if any be allowed, incurred from this day forward in the event any judgment  
10 rendered in the above-captioned case is not more favorable than the offer herein.

11 This offer is made for the purposes specified in NRCP 68 as a compromise offer of settlement  
12 only and shall not be deemed as an admission or introduced into evidence at the time of trial of this  
13 action.

14 DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

15 **PARKER NELSON & ASSOCIATES, CHTD.**

16 /s/ Mahogany Turfley

17 **THEODORE PARKER, III, ESQ.**

18 Nevada Bar No. 4716

19 **MAHOGANY TURFLEY, ESQ.**

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21 2460 Professional Court, Suite 200

22 Las Vegas, Nevada 89128

23 *Attorneys for Defendants*