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*Attorneys for Plaintiff*

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

NATHANIEL STROTHERS, II, an individual;

Plaintiff,

vs.

CHASITY SMITH, an individual; NORTH  
LAS VEGAS POLICE DEPARTMENT, a  
political subdivision of the State of Nevada;  
CITY OF NORTH LAS VEGAS, a political  
subdivision of the State of Nevada; DOE  
OFFICERS I – X, inclusive; DOES I – XX,  
inclusive; and ROE CORPORATIONS I – XX,  
inclusive;

Defendants.

CASE NO.: A-23-874341-C  
DEPT. NO.: 31

**PLAINTIFF'S OFFER OF JUDGMENT  
TO DEFENDANTS**

TO: CHASITY SMITH, NORTH LAS VEGAS POLICE DEPARTMENT, and CITY OF  
NORTH LAS VEGAS; Defendants; and

TO: CHRISTOPHER D. CRAFT, ESQ. of NORTH LAS VEGAS CITY ATTORNEY, Attorney  
for said Defendants;

PLEASE TAKE NOTICE that pursuant to NRCP 68, Plaintiff, NATHANIEL  
STROTHERS, II, hereby offers to allow judgment to be entered against Defendants CHASITY  
SMITH, NORTH LAS VEGAS POLICE DEPARTMENT, and CITY OF NORTH LAS VEGAS

1 in the total sum of \$120,000.00 (one hundred twenty thousand dollars and zero cents), inclusive  
2 of attorney fees, costs, expenses, and pre-judgment interest.

3 As this offer includes attorney fees, costs, expenses, and pre-judgment interest, and thus  
4 precludes a separate award for the same, pursuant to NRCP 68(g), the court must add the  
5 judgment, pre-judgment interest, costs, and attorney fees together and then compare the total  
6 amount to this offer.

7 Pursuant to NRCP 68(d)(2), acceptance of this offer may, at Defendants' option, be  
8 designated a compromise settlement; which requires Defendants to pay the amount of the offer  
9 and obtain a dismissal of the claim, rather than a judgment within twenty-one (21) days of notice  
10 of acceptance.

11 All conditions listed must be met for acceptance of this offer of judgment to be valid.

12 Pursuant to NRCP 68(d)(1), this offer shall be open for a period of fourteen (14) days  
13 from the date of service of this offer.

14 DATED this 7th day of February, 2024.

**BLACKBURN WIRTH, LLP**

*/s/ Joseph W. Guindy*

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JOSEPH W. GUINDY, ESQ.  
Nevada Bar No. 15556  
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Las Vegas, NV 89148-5652  
*Attorney for Plaintiff*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), the amendment to EDCR 7.26, and Administrative Order 14-2, I  
3 hereby certify that on the 7th day of February, 2024, I caused a true and correct copy of the  
4 foregoing **PLAINTIFF'S OFFER OF JUDGMENT TO DEFENDANTS** to be served  
5 electronically, to all parties with an email address on record, as follows:

6 Micaela Rustia Moore, Esq.  
7 Christopher D. Craft, Esq.  
8 NORTH LAS VEGAS CITY ATTORNEY  
9 2250 Las Vegas Blvd. North, Suite 819  
10 North Las Vegas, Nevada 89030  
11 *Attorneys for Defendants*

12 */s/ Lindsay Hayes*

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14 An Employee of **BLACKBURN WIRTH, LLP**  
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