

1 KARL S. HALL
2 Reno City Attorney
3 HOLLY S. PARKER
4 Deputy City Attorney
5 Nevada State Bar No. 10181
6 *Parkerh@reno.gov*
7 CHANDENI K. SENDALL
8 Deputy City Attorney
9 Nevada State Bar No. 12750
10 *sendallc@reno.gov*
11 Post Office Box 1900
12 Reno, Nevada 89505
13 (775) 334-2050
14 *Attorneys for Defendants City of Reno,*
15 *Jason D. Soto, and Reno Police Department*

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13
14 APRYL MCELROY and JESSICA TROUP,

CASE NO.: 3:23-cv-00451-ART-CSD

15 Plaintiffs,

16 vs.

**OFFER OF JUDGMENT TO
PLAINTIFF JESSICA TROUP**

17 RENO POLICE SERGEANT PAUL D.
18 SIFRE (RET.), an individual and in his
19 capacity as an employee of CITY OF RENO;
20 RENO CHIEF OF POLICE JASON D. SOTO
21 (RET.), an individual and in his capacity as an
22 employee of CITY OF RENO; CITY OF
23 RENO, a municipal corporation organized and
24 existing under the laws of the state of Nevada,
25 and its division the CITY OF RENO POLICE
26 DEPARTMENT, a Nevada law enforcement
27 agency, and Does 1 through 20, inclusive,

28 Defendants.

To: Plaintiff JESSICA TROUP and her Attorney of Record.

1 This offer is made solely for the purposes specified in Federal Rule of Civil Procedure
2 (“FRCP”) 68, Nevada Rule of Civil Procedure (“NRCP”) 68 and NRS 17.117, as applicable, and
3 accordingly, Defendants City of Reno (“City”), Jason D. Soto (“Soto”), and Reno Police
4 Department (“RPD”) (collectively, the “City Defendants”) offer to allow judgment to be taken
5 against them and in favor of Plaintiff Jessica Troup, in satisfaction of all of her claims in this
6 action against City Defendants, in the total amount of Two Hundred Thousand Dollars and No
7 Cents (\$200,000.00), which amount includes all recoverable attorney’s fees, costs, and interest
8 incurred to date by Plaintiff that she may be authorized to recover against City Defendants.
9 Thus, acceptance of this offer will operate to waive Plaintiff’s rights to any claim for attorney’s
10 fees, costs, or interest.

11 Plaintiff may accept this offer by giving written notice of her acceptance within the time
12 provided for by FRCP 68, NRCP 68, and NRS 17.117, as applicable, i.e., for a period of fourteen
13 (14) days from the date of service of the Offer of Judgment. Should written notice of the
14 acceptance of this offer not be received within fourteen (14) days, the offer shall be deemed
15 rejected and cannot be utilized as evidence during the trial of this matter. As set forth in FRCP
16 68, NRCP 68, and/or NRS 17.117, if Plaintiff fails to accept the offer and obtain a more
17 favorable judgment, Plaintiff will be precluded from seeking any costs, including attorney’s fees
18 treated as costs, or interest from the date of the service of the Offer of Judgment forward.

19 DATED this _____ day of _____, 2024.

20 KARL S. HALL
21 Reno City Attorney

22 By: /s/
23 HOLLY S. PARKER
24 Deputy City Attorney
25 Nevada State Bar No. 10181
26 CHANDENI K. SENDALL
27 Deputy City Attorney
28 Nevada State Bar No. 12750
Post Office Box 1900
Reno, Nevada 89505
*Attorneys for Defendants City of Reno,
Jason D. Soto, and Reno Police
Department*

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

9
0
1
2
3
4
5
6
7
8
9
20
21
22
23
24
25
26
27
28

9
0
1
2
3
4
5
6
7
8
9
20
21
22
23
24
25
26
27
28

5
6
7
8
9
20
21
22
23
24
25
26
27
28

7
8
9
20
21
22
23
24
25
26
27
28