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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 APRYL McELROY**

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 APRYL McELROY 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,  
3 and 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 Apryl McElroy, in satisfaction of all of her claims in this  
6 action against City Defendants, in the total amount of Three Hundred Thousand Dollars and No  
7 Cents (\$300,000.00), 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  
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28 Nevada State Bar No. 12750  
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*Attorneys for Defendants City of Reno,  
Jason D. Soto, and Reno Police  
Department*

Pursuant to LR IC 5-1, I certify that I am an employee of the Reno City Attorney's Office, and that on this date, I am serving the foregoing OFFER OF JUDGMENT TO PLAINTIFF APRYL McELROY on the party(s) set forth below by:

Jack D. Campbell, Esq  
418 River Flow Ct.  
Reno, NV 89523  
*Attorney for Plaintiffs*

Ronald J. Dreher, Esq.  
P.O. Box 6494  
Reno, NV 89513  
*Attorney for Defendant Paul D. Sifre*

By: /s/  
Jeanette Sparks  
Legal Assistant