

CLERK OF THE COURT

ACOMP

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Cashman Equipment Company

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

vs.

CAM CONSULTING INC., a Nevada
corporation; ANGELO CARVALHO, an
individual; JANEL RENNIE aka JANEL
CARVALHO, an individual; WEST EDNA
ASSOCIATES, LTD., dba MOJAVE
ELECTRIC, a Nevada corporation;
WESTERN SURETY COMPANY, a
surety; THE WHITING TURNER
CONTRACTING COMPANY, a Maryland
corporation; FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, a surety;
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA, a surety;
DOES 1 - 10, inclusive; and ROE
CORPORATIONS 1 - 10, inclusive;

Defendants.

Case No.: A642583
Dept. No.: 32

Consolidated with Case No.: A653029

THIRD AMENDED COMPLAINT

Pezillo Robinson
6725 VIA AUSTI PARKWAY, SUITE 290
LAS VEGAS, NEVADA 89119
TEL 702 233-4225

1 COMBS NOW, Plaintiff, CASHMAN EQUIPMENT COMPANY, (hereinafter
2 "Cashman" or "Plaintiff") by and through its attorneys of record, Pezzillo Robinson, in
3 support of its Third Amended Complaint against the Defendants named herein and alleges as
4 follows:

5 **PARTIES, JURISDICTION AND VENUE**

6 1. Plaintiff, Cashman, is a Nevada corporation duly authorized to conduct
7 business and conducting business within the State of Nevada.

8 2. Plaintiff is informed and believes and based thereon alleges that Defendant
9 CAM CONSULTING INC. ("CAM"), is or was at all times relevant to this action, a Nevada
10 corporation authorized to conduct business in the State of Nevada.

11 3. Plaintiff is informed and believes and based thereon alleges that Defendant
12 ANGELO CARVALHO ("CARVALHO") is a resident of Clark County, Nevada and an
13 owner of Defendant CAM.

14 4. Plaintiff is informed and believes and based thereon alleges that Defendant
15 JANEL RENNIE aka JANEL CARVALHO ("RENNIE") is a resident of Clark County,
16 Nevada, an owner of Defendant CAM and the owner of the property located at 6321 Little
17 Elem St., North Las Vegas, Nevada, 89031 and more particularly identified by Assessor's
18 Parcel Number 124-29-110-099 (the "Property"), which is subject of Plaintiff's claim to quiet
19 title contained herein.
20

21 5. Plaintiff is informed and believes and based thereon alleges that Defendant
22 WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC ("MOJAVE") is or was at
23 all times relevant to this action, a Nevada limited liability company authorized to conduct
24 business in the State of Nevada as a licensed contractor, license numbers 38571, 37380 and
25 19512 and is the principal on the Mechanics Lien Release Bond, issued by WESTERN
26 SURETY COMPANY (Bond Number 58685401).
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1 6. Plaintiff is informed and believes and based thereon alleges that Defendant
2 WESTERN SURETY COMPANY ("WESTERN") is authorized to conduct business within
3 the State of Nevada as a contractor's bond surety, and in that capacity issued two contractor's
4 license bonds to Defendant MOJAVE, Bond Number 929452545 in the amount of \$5,000.00
5 and Bond Number 929444674 in the amount of \$2,000.00. Said bond was issued for the
6 benefit of various public members injured by Defendant MOJAVE's actions as a contractor,
7 including Plaintiff. Additionally, WESTERN also issued a Mechanics Lien Release Bond to
8 Defendant MOJAVE (Bond Number 58685401) in the amount of \$1,133,840.84, for the
9 benefit of Plaintiff.

10 7. Plaintiff is informed and believes and based thereon alleges that Defendant
11 THE WHITING TURNER CONTRACTING COMPANY ("WHITING TURNER") is or was
12 at all times relevant to this action, a Maryland limited liability company authorized to conduct
13 business in the State of Nevada as a licensed contractor, license nos. 33400, 68086, and 68079
14 and is the general contractor on the Project.

15 8. Plaintiff is informed and believes and based thereon alleges that Defendant
16 FIDELITY AND DEPOSIT COMPANY OF MARYLAND ("FIDELITY") is authorized to
17 conduct business within the State of Nevada as a contractor's bond surety, and in that capacity
18 issued a contractor's license bond to Defendant WHITING TURNER, Bond Number 9045603
19 in the amount of \$50,000.00 for license number 33400, and issued a payment bond, Bond
20 Number 8997023. Said bonds were issued for the benefit of various public members injured
21 by Defendant WHITING TURNER's actions as a contractor, including Plaintiff.

22 9. Plaintiff is informed and believes and based thereon alleges that Defendant
23 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("TRAVELERS")
24 is a surety that issued a payment bond, Bond No. 105375118, for the benefit of various public
25 members injured by Defendant WHITING TURNER's actions as a contractor, including
26 Plaintiff.
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1 10. Defendants sued herein under the fictitious names of DOES 1 through 10,
2 inclusive, are presently unknown to Plaintiff but are believed to reside in the State of Nevada
3 and are in some respect liable for the acts and omissions, whether intentional, negligent or
4 otherwise, alleged herein.

5 11. Defendants sued herein under the fictitious names of ROE
6 CORPORATIONS 1 through 10, inclusive, are presently unknown to Plaintiff but are
7 believed to be corporations authorized to conduct business in the State of Nevada and are in
8 some respect liable for the acts and omissions, whether intentional, negligent or otherwise,
9 alleged herein.

10 12. The obligations sued upon herein were performed in Clark County, Nevada.

11
12 **FIRST CAUSE OF ACTION**
13 **(BREACH OF CONTRACT AGAINST CAM,**
14 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

15 13. Plaintiff repeats with the same force and effect paragraphs 1 through 12, as if
16 set forth in full.

17 14. Plaintiff and Defendant entered into an agreement whereby Plaintiff agreed to
18 sell equipment to Defendant ("the Contract") for the total price of \$755,893.89. The
19 equipment was to be incorporated into the Project commonly referred to as the New Las
20 Vegas City Hall.

21 15. Plaintiff provided the equipment to Defendant and as required by the Contract.
22 Defendant agreed to pay Plaintiff for the equipment pursuant to the terms of the Contract.

23 16. Defendant has breached the terms of the Contract by failing and refusing to
24 pay for the equipment provided by Plaintiff, and now owes a sum in excess of \$10,000.00.

25 17. Plaintiff has performed all conditions and promises required on its part to be
26 performed under the Contract, except as said performance has been waived, excused or
27 prevented by Defendant's breach of the Contract.
28

1 18. Based upon Defendant's breach of the Contract as described above, Plaintiff
2 has been damaged in a sum in excess of \$10,000.00, together with fees, costs, and interest
3 thereon as provided in the Contract until paid in full and other such damage according to
4 proof.

5
6 **SECOND CAUSE OF ACTION**
7 **(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
8 **AGAINST CAM, DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

9 19. Plaintiff repeats with the same force and effect paragraphs 1 through 18, as if
10 set forth in full.

11 20. All contracts entered into in the state of Nevada contain the implied covenant
12 of good faith and fair dealing.

13 21. Defendant's intentional failure to pay Plaintiff for the equipment after
14 receiving the funds to pay Plaintiff from MOJAVE, the electrical subcontractor on the Project,
15 and according to the terms of the Contract constitutes a breach of the implied covenant of
16 good faith and fair dealing.

17 22. Based on Defendant's breach of the Contract as described above, Plaintiff has
18 been damaged in a sum in excess of \$10,000.00, together with fees, costs, and interest thereon
19 as provided in the Contract until paid in full and other such damage according to proof.

20 **THIRD CAUSE OF ACTION**
21 **(FORECLOSURE OF SECURITY INTEREST AGAINST CAM, MOJAVE,**
22 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

23 23. Plaintiff repeats with the same force and effect paragraphs 1 through 22, as if
24 set forth in full.

25 24. Plaintiff holds a valid security interest in the equipment sold to CAM as
26 provided for in the credit agreement executed by CARVALHO on behalf of CAM, which
27 were pledged in writing in order to secure payment for the equipment.

28 25. Plaintiff perfected its security interest in the equipment.

1 26. Plaintiff properly filed its security agreement in accordance with the pertinent
2 provisions of the Nevada Uniform Commercial Code.

3 27. Plaintiff is entitled to execute upon its security agreement and take possession
4 of all assets or proceeds subject of the security agreement and seeks a judgment and order
5 from this Court allowing such execution.

6 28. Plaintiff is entitled to an award of its interest, costs and attorneys' fees incurred
7 herein.

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9 **FOURTH CAUSE OF ACTION**
10 **(ALTER EGO AGAINST CAM, CARVALHO, RENNIE**
11 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

12 29. Plaintiff repeats with the same force and effect paragraphs 1 through 28, as if
13 set forth in full.

14 30. Plaintiff is informed and believes and based thereon alleges that Defendant
15 CAM is not and was not adequately funded.

16 31. Plaintiff is informed and believes and based thereon alleges that Defendant
17 CAM is solely owned by Defendants CARVALHO and RENNIE, and that CAM is
18 influenced and governed by CARVALHO and RENNIE.

19 32. Plaintiff is informed and believes and based thereon alleges that CAM received
20 payment from MOJAVE, the electrical subcontractor on the Project, for the equipment it
21 purchased from Plaintiff and instead of paying Plaintiff for the equipment, CARVALHO and
22 RENNIE diverted the funds from CAM and used the funds for their own benefit.

23 33. Plaintiff is informed and believes and based thereon alleges that CARVALHO
24 and RENNIE used the corporate assets as their own, withdrawing \$600,000.00 from the
25 corporate banking account even though those funds were to be used to pay Plaintiff.

26 34. As set forth herein, a unity of interest and ownership exists between the
27 Defendant CAM and Defendants CARVALHO and RENNIE such that one is inseparable
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1 from the other and the facts of this matter demonstrate that adherence to the fiction of a
2 separate entity would, under the circumstances, sanction a fraud or promote injustice and
3 would therefore be inequitable.

4 35. Therefore, as CARVALHO and RENNIE are the alter ego of CAM,
5 CARVALHO and RENNIE are liable for the damages suffered by Plaintiff, in an amount in
6 excess of \$10,000.00, together with fees, costs, and interest thereon pursuant to the terms of
7 the Contract until paid in full and other such damage according to proof.

8
9 **FIFTH CAUSE OF ACTION**
10 **(CONVERSION AGAINST CARVALHO,**
11 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

12 36. Plaintiff repeats with the same force and effect paragraphs 1 through 35 as if
13 set forth in full.

14 37. Plaintiff is informed and believes and based thereon alleges that Defendant
15 CARVALHO received payment from MOJAVE, the electrical subcontractor on the Project,
16 for the equipment provided to Defendant CAM by Plaintiff.

17 38. Defendant CARVALHO then issued payment to Plaintiff in the form of a
18 check in the amount of \$755,893.89.

19 39. Plaintiff deposited the check, but it was returned by the bank.

20 40. Plaintiff is informed and believes and based thereon alleges that Defendant
21 CARVALHO stopped payment on the check.

22 41. Plaintiff is informed and believes and based thereon alleges that Defendant
23 CARVALHO personally withdrew \$600,000.00 from the corporate bank account even though
24 CARVALHO knew that money was received for Plaintiff and was to be used to pay Plaintiff
25 for the equipment Plaintiff sold to CAM.

26 42. Plaintiff subsequently contacted Defendant CARVALHO to request that
27 payment be reissued to Plaintiff for the equipment Plaintiff sold Defendant.
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1 43. Defendant CARVALHO then again issued payment to Plaintiff in the form of
2 a check in the amount of \$755,893.89.

3 44. Plaintiff is informed and believes and based thereon alleges that Defendant
4 CARVALHO issued the second check knowing there were no funds in the bank account to
5 pay Plaintiff, as CARVALHO had previously withdrawn \$600,000.00 from the account and
6 had paid other expenses with the money to be paid to Plaintiff.

7 45. Plaintiff presented the second check to the bank upon which it was drawn,
8 Nevada State Bank, and was informed that the account did not have sufficient funds to cover
9 the check.

10 46. Plaintiff has attempted to contact Defendant CARVALHO numerous times and
11 CARVALHO is not responding and has not issued payment.

12 47. As evidenced by Defendant CARVALHO twice purporting to make payment
13 to Plaintiff for the equipment purchased, the money in CARVALHO's possession belongs to
14 Plaintiff and Plaintiff has the right to possession of the money.

15 48. Defendant CARVALHO is wrongfully and intentionally exercising dominion
16 and control over Plaintiff's property interfering with Plaintiff's right to the property.

17 49. In keeping Plaintiff's money, Defendant CARVALHO is depriving Plaintiff of
18 its use of the property.

19 50. Defendant CARVALHO's failure to pay Plaintiff has caused damages to
20 Plaintiff in an amount in excess of \$10,000.00, together with fees, costs, and interest thereon
21 pursuant to the terms of the Contract until paid in full and other such damage according to
22 proof.
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24 **SIXTH CAUSE OF ACTION**
25 **(FRAUD AGAINST CAM, CARVALHO**
26 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

27 51. Plaintiff repeats with the same force and effect paragraphs 1 through 50, as if
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1 set forth in full.

2 52. Defendant CAM and Defendant CARVALHO represented to Plaintiff that they
3 would pay for the equipment purchased with the monies received from MOJAVE, the
4 electrical subcontractor on the Project, knowing that the money was to be held in trust for
5 Plaintiff and paid to Plaintiff.

6 53. Defendant CAM and Defendant CARVALHO presented a check to Plaintiff
7 purporting to pay Plaintiff for the equipment.

8 54. Plaintiff is informed and believes and based thereon alleges that Defendants
9 did not intend to pay Plaintiff for the equipment.

10 55. Plaintiff is informed and believes and based there on alleges Defendants
11 requested that the bank stop payment on the check and diverted the funds for their own use.

12 56. Plaintiff subsequently discovered that there were not sufficient funds to pay
13 Plaintiff in Defendants' bank account.

14 57. Plaintiff relied to its detriment upon Defendants' false representations by
15 supplying the equipment to the Project and executing a release.

16 58. Due to Defendant's intentional Fraud upon Plaintiff as described above,
17 Plaintiff has been damaged in a sum in excess of \$10,000.00, together with fees, costs, and
18 interest thereon until paid in full and other such damage according to proof.

19 59. Plaintiff is also entitled to punitive damages as a result of Defendant's tortious
20 conduct.

21
22 **SEVENTH CAUSE OF ACTION**
23 **(NEGLIGENT MISREPRESENTATION AGAINST CAM, CARVALHO**
24 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

25 60. Plaintiff repeats with the same force and effect paragraphs 1 through 59, as if
26 set forth in full.

27 61. Defendant CAM and Defendant CARVALHO represented to Plaintiff that they
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1 would pay for the equipment purchased with the monies received from MOJAVE, the
2 electrical subcontractor on the Project, knowing that the money received was to be held in
3 trust for Plaintiff and paid to Plaintiff.

4 62. Defendant CAM and Defendant CARVALHO presented a check to Plaintiff
5 purporting to pay Plaintiff for the equipment.

6 63. Plaintiff is informed and believes and based thereon alleges that Defendants
7 did not intend to pay Plaintiff for the equipment or did not insure that they had sufficient
8 funds to pay Plaintiff.

9 64. Plaintiff is informed and believes and based thereon alleges, Defendants
10 requested that the bank stop payment on the check.

11 65. Plaintiff subsequently discovered that there were not sufficient funds to pay
12 Plaintiff in Defendants' bank account.

13 66. Plaintiff relied to its detriment upon Defendants' false representations by
14 supplying the equipment to the Project and executing a release and has suffered damage as a
15 result.

16 67. Defendants intended for Plaintiff to act on its representations and are
17 therefore liable to Plaintiff for the damages Plaintiff suffered in reliance thereon.

18 68. Due to Defendants' Negligent Misrepresentation, Plaintiff has been damaged
19 in a sum in excess of \$10,000.00, together with fees, costs, and interest thereon until paid in
20 full and other such damage according to proof.

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22 **EIGHTH CAUSE OF ACTION**
23 **(QUIET TITLE AGAINST CARVALHO, RENNIE,**
24 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

25 69. Plaintiff repeats with the same force and effect paragraphs 1 through 68, as if
26 set forth in full.

27 70. Plaintiff is informed and believes and based thereon alleges that Defendants
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1 CARVALHO and RENNIE converted funds that were to be paid to Plaintiff as set forth
2 herein.

3 71. Plaintiff is informed and believes and based thereon alleges that those funds
4 were used by Defendants to purchase the Property on or about May 11, 2011, less than two
5 weeks after CARVALHO withdrew \$600,000.00 from the corporate bank account.

6 72. Plaintiff is informed and believes and based thereon alleges that Defendants
7 titled the Property to RENNIE only, using her maiden name, so as to conceal the property
8 purchase.

9 73. Plaintiff is informed and believes and based thereon alleges that because
10 Defendants used Plaintiff's money to purchase the Property, Plaintiff has a claim to
11 ownership of the Property.

12 74. Plaintiff's claim to quiet title is brought pursuant to NRS 40.010.

13 75. Plaintiff is entitled to an order of this Court declaring it the owner of the
14 Property.
15

16 **NINTH CAUSE OF ACTION**
17 **(ENFORCEMENT OF MECHANIC'S LIEN RELEASE BOND AGAINST MOJAVE,**
18 **WESTERN, DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

19 76. Plaintiff repeats with the same force and effect paragraphs 1 through 75, as if
20 set forth in full.

21 77. Plaintiff supplied equipment to the Project at the request of and pursuant to the
22 Contract with CAM.

23 78. Plaintiff is informed and believes and based thereon alleges that said
24 equipment was used in or for the construction, alteration or repair of an improvement on the
25 Property.

26 79. Plaintiff is entitled to hold a lien on the Property as Plaintiff is a lien claimant,
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1 as set forth in NRS 108.2214.

2 80. Plaintiff served via certified mail, return receipt requested, a certain Notice to
3 Owner of Right to Lien upon Defendants or their successors in interest, as required by NRS
4 108.245, or was exempt from the obligation to serve said Notice.

5 81. Within the time required by NRS Chapter 108, Plaintiff caused to be recorded
6 a mechanic's lien on the Project in the amount of \$755,893.89, Instrument No.
7 201106220002156, in compliance with the requirements of NRS 108.226 and served upon the
8 record owner in compliance with the provisions of NRS 108.227.

9 82. Plaintiff's lien is a valid lien upon the Property.

10 83. On or about September 8, 2011, Mojave, as principal, and Western, as surety,
11 caused a Bond for Release of Mechanic's Lien Pursuant to Section 108.221 seq. of Nevada
12 Revised Statutes to be recorded to release Plaintiff's mechanic's lien.

13 84. Pursuant to NRS 108.2415(5), the surety bond recorded to release Plaintiff's
14 mechanic's lien replaces the property as security for the lien and pursuant to NRS 108.2421.
15 Plaintiff is entitled to bring an action against the principal and surety on the bond.

16 85. Plaintiff was required to retain the undersigned firm of attorneys to prosecute
17 this action, and as a result has incurred and will continue to incur costs and attorneys fees in
18 preparing, recording and foreclosing its lien, which Plaintiff is entitled to recover from said
19 Defendants.
20

21 **TENTH CAUSE OF ACTION**
22 **(UNJUST ENRICHMENT AGAINST MOJAVE, DOES 1-10, and**
23 **ROE CORPORATIONS 1-10, inclusive)**

24 86. Plaintiff repeats with the same force and effect paragraphs 1 through 854, as if
25 set forth in full.

26 87. Plaintiff supplied equipment to the Project at the request of and pursuant to its
27 Contract with CAM.
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1 88. Plaintiff is informed and believes and based thereon alleges that said
2 equipment was used in or for the construction, alteration or repair of an improvement on the
3 Property.

4 89. Plaintiff is informed and believes and based thereon alleges that MOJAVE
5 contracted with CAM to purchase the equipment Plaintiff sold to CAM.

6 90. Plaintiff is informed and believes and based thereon alleges that MOJAVE
7 knew that Plaintiff was selling the equipment to CAM that MOJAVE would later purchase.

8 91. Plaintiff is informed and believes and based thereon alleges that MOJAVE
9 refused to issue a joint check payable to both CAM and Plaintiff to pay for the equipment
10 Plaintiff supplied to the Project.

11 92. Plaintiff is informed and believes and based thereon alleges that MOJAVE
12 issued payment for the equipment to CAM.

13 93. Plaintiff is informed and believes and based thereon alleges that after receiving
14 said payment CAM then issued two checks made payable to MOJAVE in the amounts of
15 \$139,367.70 and \$136,269.00, respectively.

16 94. Plaintiff is informed and believes and based thereon alleges that the payments
17 MOJAVE received from CAM were funds that were to be used to pay Plaintiff for the
18 equipment.

19 95. Plaintiff is informed and believes and based thereon alleges that MOJAVE, by
20 virtue of those payments from CAM has retained monies that rightfully belong to Plaintiff.

21 96. Plaintiff is informed and believes and based thereon alleges that MOJAVE
22 may not have paid the entire amount due for the equipment.

23 97. As MOJAVE has in its possession monies that should have been used to pay
24 Plaintiff for the equipment, MOJAVE has been unjustly enriched to the detriment of Plaintiff,
25 causing Plaintiff damages in a sum in excess of \$10,000.00 and other such damage according
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1 to proof.

2 98. Plaintiff has retained the services of an attorney to prosecute this action and is
3 entitled to an award of attorney's fees and costs incurred.
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5 **ELEVENTH CAUSE OF ACTION**
6 **(CONTRACTOR'S LICENSE BOND CLAIM AGAINST MOJAVE, WESTERN**
7 **DOES 1-10, and ROE CORPORATIONS 1-10, inclusive)**

8 99. Plaintiff repeats with the same force and effect paragraphs 1 through 98, as if
9 set forth in full.

10 100. Plaintiff is informed and believes and based thereon alleges that Defendant
11 MOJAVE, as principal, and Defendant WESTERN, as surety, caused to be issued two
12 contractor's license bonds in accordance with the provisions of Chapter 624 of the Nevada
13 Revised Statutes. Said bonds are identified as Bond Number 929452545 in the amount of
14 \$5,000.00 and Bond Number 929444674 in the amount of \$2,000.00, were conditioned upon
15 full compliance by MOJAVE with all of the provisions of Chapter 624 of the Nevada Revised
16 Statutes and inures to the benefit of all persons, including Plaintiff, damaged as a result of a
17 violation of any requirements of said chapter by MOJAVE.

18 101. Plaintiff is informed and believes and based thereon alleges that the damages it
19 has suffered are a direct and proximate result of violations of one or more of the following
20 sections of Chapter 624 of Nevada Revised Statutes by Defendant MOJAVE:

21 (a) Section 624.3012(1) in that MOJAVE diverted funds which were
22 received for a specific purpose in the prosecution of construction contracts and thereby
23 deprived Plaintiff of payment to which it was entitled;

24 (b) Section 624.3012(2) in that MOJAVE willfully and deliberately failed
25 to pay money due for labor and materials rendered in connection with its operation as
26 a contractor, when it had the capacity to pay, or when it had received sufficient funds
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1 therefore as payment, in the prosecution of construction contracts for which the
2 equipment was provided.

3 102. In light of MOJAVE's willful and deliberate failure to ensure that Plaintiff was
4 paid for the equipment Plaintiff provided to the Project and as it has been unjustly enriched by
5 retaining monies owed to Plaintiff for the equipment MOJAVE violated Chapter 624 of the
6 Nevada Revised Statutes and Plaintiff is entitled to recover against the license bond issued by
7 Defendant WESTERN.

8 **TWELFTH CAUSE OF ACTION**
9 **(UNJUST ENRICHMENT AGAINST WHITING TURNER,**
10 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

11 103. Plaintiff repeats with the same force and effect paragraphs 1 through 102, as if
12 set forth in full.

13 104. Plaintiff is informed and believes and based thereon alleges that Defendants
14 WHITING TURNER, FC/LW VEGAS, LLC and L W T I C SUCCESSOR LLC, and each of
15 them, have been unjustly enriched by the wrongful act of retaining the equipment that was
16 provided to the Project by Plaintiff, and failing to pay for said equipment.

17 105. As such, said Defendants have been unjustly enriched to the detriment and
18 damage of Plaintiff in a sum in excess of \$10,000.00.

19 106. Plaintiff has retained the services of an attorney to prosecute this action and is
20 entitled to an award of attorney's fees and costs incurred.

21 **THIRTEENTH CAUSE OF ACTION**
22 **(CONTRACTOR'S LICENSE BOND CLAIM AGAINST WHITING TURNER,**
23 **FIDELITY, DOES 1-10, and ROE CORPORATIONS 1-10, inclusive)**

24 107. Plaintiff repeats with the same force and effect paragraphs 1 through 106, as if
25 set forth in full.

26 108. Plaintiff is informed and believes and based thereon alleges that Defendant
27 WHITING TURNER, as principal, and Defendant FIDELITY, as surety, caused to be issued a
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1 contractor's license bond in accordance with the provisions of Chapter 624 of the Nevada
2 Revised Statutes. Said bond is identified as Bond Number 9045603, issued in the amount of
3 \$50,000.00, was conditioned upon full compliance by WHITING TURNER with all of the
4 provisions of Chapter 624 of the Nevada Revised Statutes and inures to the benefit of all
5 persons, including Plaintiff, damaged as a result of a violation of any requirements of said
6 chapter by WHITING TURNER.

7 109. Plaintiff is informed and believes and based thereon alleges that the damages it
8 has suffered are a direct and proximate result of violations of one or more of the following
9 sections of Chapter 624 of Nevada Revised Statutes by Defendant WHITING TURNER:

10 (a) Section 624.3012(1) in that WHITING TURNER diverted funds which
11 were received for a specific purpose in the prosecution of construction contracts and
12 thereby deprived Plaintiff of payment to which it was entitled;

13 (b) Section 624.3012(2) in that WHITING TURNER willfully and
14 deliberately failed to pay money due for labor and materials rendered in connection
15 with its operation as a contractor, when it had the capacity to pay, or when it had
16 received sufficient funds therefore as payment, in the prosecution of construction
17 contracts for which the equipment was provided.

18 110. In light of WHITING TURNER's willful and deliberate failure to ensure that
19 Plaintiff was paid for the equipment Plaintiff provided to the Project and as it has been
20 unjustly enriched by retaining monies owed to Plaintiff for the equipment WHITING
21 TURNER violated Chapter 624 of the Nevada Revised Statutes and Plaintiff is entitled to
22 recover against the license bond issued by Defendant FIDELITY.
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1 **FOURTEENTH CAUSE OF ACTION**
2 **(Claim on Payment Bond against WHITING TURNER, FIDELITY, TRAVELERS,**
3 **DOES 1-10, and ROE CORPORATIONS 1-10, inclusive)**

4 111. Plaintiff repeats with the same force and effect paragraphs 1 through 110, as
5 if set forth in full.

6 112. Plaintiff agreed to supply equipment to the Project.

7 113. Plaintiff supplied the materials to the Project; however Plaintiff has not been
8 paid as required for the equipment supplied and incorporated into the Project.

9 114. Upon information and belief, WHITING TURNER contracted with
10 FIDELITY and TRAVELERS to obtain a payment bond for the protection of unpaid
11 claimants on the Project.

12 115. Upon information and belief, FIDELITY and TRAVELERS executed a
13 payment bond for the protection of unpaid claimants on the Project.

14 116. Upon information and belief, Plaintiff has fulfilled all of the requirements to
15 maintain an action against WHITING TURNER, FIDELITY and TRAVELERS on the
16 payment bond for the amount which remains unpaid to Plaintiff for equipment supplied to
17 the Project.

18 117. Plaintiff has been damaged in an amount in excess of 10,000.00, together
19 with fees, costs, and interest and other damages allowed pursuant to statute thereon as
20 provided until paid in full and other such damage according to proof.

21 WHEREFORE, Plaintiff prays for relief as follows:

22 1. For compensatory damages for an amount in excess of \$10,000.00, together
23 with interest thereon at the contractual rate until paid in full and other such damage according
24 to proof;

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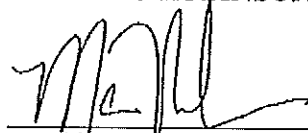
2. For punitive damages against Defendants CAM, CARVALHO and RENNIE;
3. For judgment declaring that Plaintiff has a valid security interest in the property subject of the UCC filing for an amount in excess of \$10,000.00, plus interest from the date the amounts became due until paid in full, costs and fees and that Plaintiff's security interest has priority over every other lien or claim of interest in the property;
4. For judgment declaring that Plaintiff is the owner of the Property subject to the Quiet Title claim alleged herein;
5. For judgment declaring that Plaintiff has a claim in a sum in excess of \$10,000.00 against MOJAVE's lien release bond, issued by WESTERN, plus interest from the date the amounts became due until paid in full, costs and fees;
6. For judgment declaring that Plaintiff has a claim in excess of \$10,000.00 against MOJAVE's contractor's license bond, issued by WESTERN, plus interest thereon from the date the amounts became due until paid in full, and that Plaintiff's claim has priority over every other claim of interest on the bond;
7. For judgment declaring that Plaintiff has a claim in excess of \$10,000.00 against WHITING TURNER's contractor's license bond, issued by FIDELITY, plus interest thereon from the date the amounts became due until paid in full, and that Plaintiff's claim has priority over every other claim of interest on the bond;
8. For judgment declaring that Plaintiff has a claim in excess of \$10,000.00 against WHITING TURNER's payment bond, issued by FIDELITY and TRAVELERS, plus interest thereon from the date the amounts became due until paid in full, and that Plaintiff's claim has priority over every other claim of interest on the bond;
9. For reasonable attorneys fees and costs; and
10. For such other and further relief as this Court deems just and proper.

Pezzillo Robinson
6725 VIA AUSTI PARKWAY, SUITE 290
LAS VEGAS, NEVADA 89119
TEL. 702 233-4225

1 DATED: May 24, 2012

PEZZILLO ROBINSON

2
3 By:



Jennifer R. Lloyd-Robinson, Esq.

Nevada State Bar No. 9617

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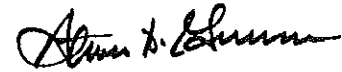
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CLERK OF THE COURT

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13 *Attorneys for Defendants West Edna, Ltd., dba Mojave Electric, Western Surety Company, The*
14 *Whiting Turner Contracting Company and Fidelity and Deposit Company of Maryland,*
15 *Travelers Casualty and Surety Company of America, Counterclaimant and Crossclaimant*

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 CASHMAN EQUIPMENT COMPANY, a
19 Nevada corporation,

20 Plaintiff,

21 v.

22 CAM CONSULTING, INC., a Nevada
23 corporation; ANGELO CARVALHO, an
24 individual; JANEL RENNIE aka JANEL
25 CARVALHO, an individual; WEST EDNA
26 ASSOCIATES, LTD. dba MOJAVE
27 ELECTRIC, a Nevada corporation; WESTERN
28 SURETY COMPANY, a surety; THE WHITING
TURNER CONTRACTING COMPANY, a
Maryland corporation; FIDELITY AND
DEPOSIT COMPANY OF MARYLAND, a
surety; TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA, a surety;
DOES 1-10, inclusive; and ROE
CORPORATIONS 1-10 inclusive;

Defendants.

WEST EDNA ASSOCIATES, LTD. dba
MOJAVE ELECTRIC, a Nevada corporation,

Counterclaimant.

v.

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Counterdefendant.

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

**ANSWER TO THIRD AMENDED
COMPLAINT, COUNTERCLAIM
AGAINST CASHMAN EQUIPMENT
COMPANY AND CROSSCLAIM
AGAINST CAM CONSULTING, INC.
AND ANGELO CARVALHO**

1 WEST EDNA ASSOCIATES, LTD. dba
2 MOJAVE ELECTRIC, a Nevada corporation,

3 Crossclaimant,

4 v.

5 CAM CONSULTING, INC., a Nevada
6 corporation; ANGELO CARVALHO, an
7 individual,

8 Crossdefendants.

9 Defendants WEST EDNA ASSOCIATES, LTD. d/b/a MOJAVE ELECTRIC, a Nevada
10 corporation ("Mojave"); WESTERN SURETY COMPANY, a surety ("Western"); THE
11 WHITING TURNER CONTRACTING COMPANY, a Maryland corporation, ("Whiting");
12 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a surety,
13 ("Travelers") and FIDELITY AND DEPOSIT COMPANY OF MARYLAND ("Fidelity"), a
14 surety (collectively "Defendants"), through their attorneys of record, the law firm of COTTON,
15 DRIGGS, WALCH, HOLLEY, WOLOSON & THOMPSON, hereby file their Answer to the
16 Third Amended Complaint ("Complaint"), Counterclaim against Cashman Equipment Company
17 and Crossclaim against CAM Consulting, Inc. and Angelo Carvalo.

18 **PARTIES, JURISDICTION AND VENUE**

19 1. Defendants Mojave and Whiting admit the allegations contained in Paragraph 1 of
20 the Complaint. The remaining Defendants are without sufficient information or knowledge to
21 form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint and,
22 therefore, deny the allegations contained therein.

23 2. Defendants Mojave and Whiting admit the allegations contained in Paragraph 2 of
24 the Complaint. The remaining Defendants are without sufficient information or knowledge to
25 form a belief as to the truth of the allegations contained in Paragraph 2 of the Complaint and,
26 therefore, deny the allegations contained therein.

27 3. Defendants Mojave and Whiting admit the allegations contained in Paragraph 3 of
28 the Complaint. The remaining Defendants are without sufficient information or knowledge to
form a belief as to the truth of the allegations contained in Paragraph 3 of the Complaint and,

1 therefore, deny the allegations contained therein.

2 4. Defendants Mojave and Whiting admit the allegations contained in Paragraph 4 of
3 the Complaint. The remaining Defendants are without sufficient information or knowledge to
4 form a belief as to the truth of the allegations contained in Paragraph 4 of the Complaint and,
5 therefore, deny the allegations contained therein.

6 5. Defendants admit the allegations contained in Paragraph 5 of the Complaint.

7 6. Defendants admit the allegations that Defendant Western is authorized to conduct
8 business within the State of Nevada as a contractor's bond surety, and in that capacity issued two
9 contractor's license bonds to Defendant Mojave, Bond Number 929452545 in the amount of
10 \$5,000.00 and Bond Number 929444674 in the amount of \$2,000.00, but deny the remaining
11 allegations contained in Paragraph 6 of the Complaint.

12 7. Defendants admit the allegations contained in Paragraph 7 of the Complaint.

13 8. Defendants admit the allegations that Defendant Fidelity is authorized to conduct
14 business within the State of Nevada as a contractor's bond surety, and in that capacity issued a
15 contractor's bond with Co-surety Travelers to Defendant Whiting, Bond Number 9045603 in the
16 amount of \$50,000.00 for license number 33400, and issued a payment bond, Bond Number
17 8997023, but deny the remaining allegations contained in Paragraph 8 of the Complaint.

18 9. Defendant Travelers, as co-surety with Defendant Fidelity, admit it is authorized
19 to conduct business within the State of Nevada and that it issued payment bond, but denies the
20 remaining allegations contained in Paragraph 9.

21 10. The allegation contained in Paragraph 10 of the Complaint constitutes a
22 nonfactual allegation against Defendants and, therefore, requires no response. To the extent that
23 a response is required, Defendants are without sufficient information or knowledge to form a
24 belief as to the truth of the allegations contained in Paragraph 10 of the Complaint and, therefore,
25 deny the allegations contained therein.

26 11. The allegation contained in Paragraph 11 of the Complaint constitutes a
27 nonfactual allegation against Defendants and, therefore, requires no response. To the extent that
28 a response is required, Defendants are without sufficient information or knowledge to form a

1 belief as to the truth of the allegations contained in Paragraph 11 of the Complaint and, therefore,
2 deny the allegations contained therein.

3 12. Defendants admit the allegations contained in Paragraph 12 of the Complaint.

4 **FIRST CAUSE OF ACTION**
5 **(BREACH OF CONTRACT AGAINST CAM, DOES 1-10, AND ROE**
6 **CORPORATIONS, 1-10, INCLUSIVE)**

7 13. Defendants incorporate by reference all responses to Paragraphs 1 through 12 of
8 the Complaint as though fully set forth herein.

9 14. Defendants Mojave and Whiting admit the allegations contained in Paragraph 14
10 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
11 form a belief as to the truth of the allegations contained in Paragraph 14 of the Complaint and,
12 therefore, deny the allegations contained therein.

13 15. Defendants Mojave and Whiting admit the allegations contained in Paragraph 15
14 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
15 form a belief as to the truth of the allegations contained in Paragraph 15 of the Complaint and,
16 therefore, deny the allegations contained therein.

17 16. Defendants Mojave and Whiting admit the allegations contained in Paragraph 16
18 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
19 form a belief as to the truth of the allegations contained in Paragraph 16 of the Complaint and,
20 therefore, deny the allegations contained therein.

21 17. Defendants are without sufficient information or knowledge to form a belief as to
22 the truth of the allegations contained in Paragraph 17 of the Complaint and, therefore, deny the
23 allegations contained therein.

24 18. Defendants are without sufficient information or knowledge to form a belief as to
25 the truth of the allegations contained in Paragraph 18 of the Complaint and, therefore, deny the
26 allegations contained therein.

27 **SECOND CAUSE OF ACTION**
28 **(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
29 **AGAINST CAM, DOES 1-10 AND ROE CORPORATIONS 1-10, INCLUSIVE)**

30 19. Defendants incorporate by reference all responses to Paragraphs 1 through 18 of

1 the Complaint as though fully set forth herein.

2 20. The allegation contained in Paragraph 20 of the Complaint constitutes a statement
3 of the law rather than a factual allegation against Defendants and, therefore, requires no
4 response. To the extent that a response is required, Defendants deny the allegations contained
5 therein.

6 21. The allegation contained in Paragraph 21 of the Complaint constitutes a statement
7 of the law rather than a factual allegation against Defendants and, therefore, requires no
8 response. To the extent that a response is required, Defendants deny the allegations contained
9 therein.

10 22. Defendants are without sufficient information or knowledge to form a belief as to
11 the truth of the allegations contained in Paragraph 22 of the Complaint and, therefore, deny the
12 allegations contained therein.

13 **THIRD CAUSE OF ACTION**
14 **(FORECLOSURE OF SECURITY INTEREST AGAINST CAM, MOJAVE, DOES 1-10,**
AND ROE CORPORATIONS 1-10, INCLUSIVE)

15 23. Defendants incorporate by reference all responses to Paragraphs 1 through 22 of
16 the Complaint as though fully set forth herein.

17 24. Defendants are without sufficient information or knowledge to form a belief as to
18 the truth of the allegations contained in Paragraph 24 of the Complaint and, therefore, deny the
19 allegations contained therein.

20 25. Defendants are without sufficient information or knowledge to form a belief as to
21 the truth of the allegations contained in Paragraph 25 of the Complaint and, therefore, deny the
22 allegations contained therein.

23 26. Defendants are without sufficient information or knowledge to form a belief as to
24 the truth of the allegations contained in Paragraph 26 of the Complaint and, therefore, deny the
25 allegations contained therein.

26 27. The allegation contained in Paragraph 27 of the Complaint constitutes a statement
27 of the law rather than a factual allegation against Defendants and, therefore, requires no
28 response. To the extent that a response is required, Defendants deny the allegations.

1 28. Defendants deny the allegation contained in Paragraph 28 of the Complaint.

2 **FOURTH CAUSE OF ACTION**
3 **(ALTER EGO AGAINST CAM, CARVALHO, RENNIE, DOES 1-10, AND ROE**
4 **CORPORATIONS 1-10, INCLUSIVE)**

5 29. Defendants incorporate by reference all responses to Paragraphs 1 through 28 of
6 the Complaint as though fully set forth herein.

7 30. Defendants are without sufficient information or knowledge to form a belief as to
8 the truth of the allegations contained in Paragraph 30 of the Complaint and, therefore, deny the
9 allegations contained therein.

10 31. Defendants are without sufficient information or knowledge to form a belief as to
11 the truth of the allegations contained in Paragraph 31 of the Complaint and, therefore, deny the
12 allegations contained therein.

13 32. Defendants admit that CAM received payment from Mojave for the equipment
14 purchased from Plaintiff, but Defendants deny the remaining allegations contained in Paragraph
15 32 of the Complaint.

16 33. Defendants are without sufficient information or knowledge to form a belief as to
17 the truth of the allegations contained in Paragraph 33 of the Complaint and, therefore, deny the
18 allegations contained therein.

19 34. The allegation contained in Paragraph 34 of the Complaint constitutes a statement
20 of the law rather than a factual allegation against Defendants and, therefore, requires no
21 response. To the extent that a response is required, Defendants deny the allegations set forth.

22 35. The allegation contained in Paragraph 35 of the Complaint constitutes a statement
23 of the law rather than a factual allegation against Defendants and, therefore, requires no
24 response. To the extent that a response is required, Defendants deny the allegations set forth.

25 **FIFTH CAUSE OF ACTION**
26 **(CONVERSION AGAINST CARVALHO, DOES 1-10, AND ROE**
27 **CORPORATIONS 1-10, INCLUSIVE)**

28 36. Defendants incorporate by reference all responses to Paragraphs 1 through 35 of
29 the Complaint as though fully set forth herein.

30 37. Defendants Mojave and Whiting admit the allegations contained in Paragraph 37

1 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
2 form a belief as to the truth of the allegations contained in Paragraph 37 of the Complaint and,
3 therefore, deny the allegations contained therein.

4 38. Defendants Mojave and Whiting admit the allegations contained in Paragraph 38
5 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
6 form a belief as to the truth of the allegations contained in Paragraph 38 of the Complaint and,
7 therefore, deny the allegations contained therein.

8 39. Defendants Mojave and Whiting admit the allegations contained in Paragraph 39
9 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
10 form a belief as to the truth of the allegations contained in Paragraph 39 of the Complaint and,
11 therefore, deny the allegations contained therein.

12 40. Defendants are without sufficient information or knowledge to form a belief as to
13 the truth of the allegations contained in Paragraph 40 of the Complaint and, therefore, deny the
14 allegations contained therein.

15 41. Defendants are without sufficient information or knowledge to form a belief as to
16 the truth of the allegations contained in Paragraph 41 of the Complaint and, therefore, deny the
17 allegations contained therein.

18 42. Defendants are without sufficient information or knowledge to form a belief as to
19 the truth of the allegations contained in Paragraph 42 of the Complaint and, therefore, deny the
20 allegations contained therein.

21 43. Defendants are without sufficient information or knowledge to form a belief as to
22 the truth of the allegations contained in Paragraph 43 of the Complaint and, therefore, deny the
23 allegations contained therein.

24 44. Defendants are without sufficient information or knowledge to form a belief as to
25 the truth of the allegations contained in Paragraph 44 of the Complaint and, therefore, deny the
26 allegations contained therein.

27 45. Defendants are without sufficient information or knowledge to form a belief as to
28 the truth of the allegations contained in Paragraph 45 of the Complaint and, therefore, deny the

1 allegations contained therein.

2 46. Defendants are without sufficient information or knowledge to form a belief as to
3 the truth of the allegations contained in Paragraph 46 of the Complaint and, therefore, deny the
4 allegations contained therein.

5 47. The allegation contained in Paragraph 47 of the Complaint constitutes a statement
6 of the law rather than a factual allegation against Defendants and, therefore, requires no
7 response. To the extent a response is required, Defendants are without sufficient information or
8 knowledge to form a belief as to the truth of the allegations contained in Paragraph 47 of the
9 Complaint and, therefore, deny the allegations contained therein.

10 48. The allegation contained in Paragraph 48 of the Complaint constitutes a statement
11 of the law rather than a factual allegation against Defendants and, therefore, requires no
12 response. To the extent a response is required, Defendants are without sufficient information or
13 knowledge to form a belief as to the truth of the allegations contained in Paragraph 48 of the
14 Complaint and, therefore, deny the allegations contained therein.

15 49. The allegation contained in Paragraph 49 of the Complaint constitutes a statement
16 of the law rather than a factual allegation against Defendants and, therefore, requires no
17 response. To the extent a response is required, Defendants are without sufficient information or
18 knowledge to form a belief as to the truth of the allegations contained in Paragraph 49 of the
19 Complaint and, therefore, deny the allegations contained therein.

20 50. The allegation contained in Paragraph 50 of the Complaint constitutes a statement
21 of the law rather than a factual allegation against Defendants and, therefore, requires no
22 response. To the extent a response is required, Defendants are without sufficient information or
23 knowledge to form a belief as to the truth of the allegations contained in Paragraph 50 of the
24 Complaint and, therefore, deny the allegations contained therein.

25 **SIXTH CAUSE OF ACTION**
26 **(FRAUD AGAINST CAM, CARVALHO, DOES 1-10, AND ROE**
CORPORATIONS 1-10, INCLUSIVE)

27 51. Defendants incorporate by reference all responses to Paragraphs 1 through 50 of
28 the Complaint as though fully set forth herein

1 52. Defendants are without sufficient information or knowledge to form a belief as to
2 the truth of the allegations contained in Paragraph 52 of the Complaint and, therefore, deny the
3 allegations contained therein.

4 53. Defendants admit that CAM and Defendant Carvalho presented a check to
5 Plaintiff, but deny the remaining allegations contained in Paragraph 53 of the Complaint.

6 54. Defendants are without sufficient information or knowledge to form a belief as to
7 the truth of the allegations contained in Paragraph 54 of the Complaint and, therefore, deny the
8 allegations contained therein.

9 55. Defendants are without sufficient information or knowledge to form a belief as to
10 the truth of the allegations contained in Paragraph 55 of the Complaint and, therefore, deny the
11 allegations contained therein.

12 56. Defendants are without sufficient information or knowledge to form a belief as to
13 the truth of the allegations contained in Paragraph 56 of the Complaint and, therefore, deny the
14 allegations contained therein.

15 57. Defendants are without sufficient information or knowledge to form a belief as to
16 the truth of the allegations contained in Paragraph 57 of the Complaint and, therefore, deny the
17 allegations contained therein.

18 58. Defendants are without sufficient information or knowledge to form a belief as to
19 the truth of the allegations contained in Paragraph 58 of the Complaint and, therefore, deny the
20 allegations contained therein.

21 59. The allegation contained in Paragraph 59 of the Complaint constitutes a statement
22 of the law rather than a factual allegation against Defendants and, therefore, requires no
23 response. To the extent a response is required, Defendants are without sufficient information or
24 knowledge to form a belief as to the truth of the allegations contained in Paragraph 59 of the
25 Complaint and, therefore, deny the allegations contained therein.

26 **SEVENTH CAUSE OF ACTION**
27 **(NEGLIGENCE MISREPRESENTATION AGAINST CAM, CARVALHO,**
 DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)

28 60. Defendants incorporate by reference all responses to Paragraphs 1 through 59 of

1 the Complaint as though fully set forth herein.

2 61. Defendants are without sufficient information or knowledge to form a belief as to
3 the truth of the allegations contained in Paragraph 61 of the Complaint and, therefore, deny the
4 allegations contained therein.

5 62. Defendants are without sufficient information or knowledge to form a belief as to
6 the truth of the allegations contained in Paragraph 62 of the Complaint and, therefore, deny the
7 allegations contained therein.

8 63. Defendants are without sufficient information or knowledge to form a belief as to
9 the truth of the allegations contained in Paragraph 63 of the Complaint and, therefore, deny the
10 allegations contained therein.

11 64. Defendants are without sufficient information or knowledge to form a belief as to
12 the truth of the allegations contained in Paragraph 64 of the Complaint and, therefore, deny the
13 allegations contained therein.

14 65. Defendants are without sufficient information or knowledge to form a belief as to
15 the truth of the allegations contained in Paragraph 65 of the Complaint and, therefore, deny the
16 allegations contained therein.

17 66. Defendants are without sufficient information or knowledge to form a belief as to
18 the truth of the allegations contained in Paragraph 66 of the Complaint and, therefore, deny the
19 allegations contained therein.

20 67. The allegation contained in Paragraph 67 of the Complaint constitutes a statement
21 of the law rather than a factual allegation against Defendants and, therefore, requires no
22 response. To the extent a response is required, Defendants are without sufficient information or
23 knowledge to form a belief as to the truth of the allegations contained in Paragraph 67 of the
24 Complaint and, therefore, deny the allegations contained therein.

25 68. The allegation contained in Paragraph 68 of the Complaint constitutes a statement
26 of the law rather than a factual allegation against Defendants and, therefore, requires no
27 response. To the extent a response is required, Defendants are without sufficient information or
28 knowledge to form a belief as to the truth of the allegations contained in Paragraph 68 of the

1 Complaint and, therefore, deny the allegations contained therein.

2 **EIGHTH CAUSE OF ACTION**
3 **(QUIET TITLE AGAINST CAM, CARVALHO, RENNIE, DOES 1-10, AND**
4 **ROE CORPORATIONS 1-10, INCLUSIVE)**

5 69. Defendants incorporate by reference all responses to Paragraphs 1 through 68 of
6 the Complaint as though fully set forth herein.

7 70. Defendants are without sufficient information or knowledge to form a belief as to
8 the truth of the allegations contained in Paragraph 70 of the Complaint and, therefore, deny the
9 allegations contained therein.

10 71. Defendants are without sufficient information or knowledge to form a belief as to
11 the truth of the allegations contained in Paragraph 71 of the Complaint and, therefore, deny the
12 allegations contained therein.

13 72. Defendants are without sufficient information or knowledge to form a belief as to
14 the truth of the allegations contained in Paragraph 72 of the Complaint and, therefore, deny the
15 allegations contained therein.

16 73. Defendants are without sufficient information or knowledge to form a belief as to
17 the truth of the allegations contained in Paragraph 73 of the Complaint and, therefore, deny the
18 allegations contained therein.

19 74. The allegation contained in Paragraph 74 of the Complaint constitutes a statement
20 of the law rather than a factual allegation against Defendants and, therefore, requires no
21 response. To the extent a response is required, Defendants are without sufficient information or
22 knowledge to form a belief as to the truth of the allegations contained in Paragraph 74 of the
23 Complaint and, therefore, deny the allegations contained therein.

24 75. The allegation contained in Paragraph 75 of the Complaint constitutes a statement
25 of the law rather than a factual allegation against Defendants and, therefore, requires no
26 response. To the extent a response is required, Defendants are without sufficient information or
27 knowledge to form a belief as to the truth of the allegations contained in Paragraph 75 of the
28 Complaint and, therefore, deny the allegations contained therein.

NINTH CAUSE OF ACTION

1 **(ENFORCEMENT OF MECHANIC'S LIEN RELEASE BOND AGAINST MOJAVE,**
2 **WESTERN, DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

3 76. Defendants incorporate by reference all responses to Paragraphs 1 through 75 of
4 the Complaint as though fully set forth herein.

5 77. Defendants Mojave and Whiting admit the allegations contained in Paragraph 77
6 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
7 form a belief as to the truth of the allegations contained in Paragraph 77 of the Complaint and,
8 therefore, deny the allegations contained therein.

9 78. Defendants Mojave and Whiting admit the allegations contained in Paragraph 78
10 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
11 form a belief as to the truth of the allegations contained in Paragraph 78 of the Complaint and,
12 therefore, deny the allegations contained therein.

13 79. The allegation contained in Paragraph 79 of the Complaint constitutes a statement
14 of the law rather than a factual allegation against Defendants and, therefore, requires no
15 response. To the extent a response is required, Defendants deny the allegations contained therein.

16 80. Defendants are without sufficient information or knowledge to form a belief as to
17 the truth of the allegations contained in Paragraph 80 of the Complaint and, therefore, deny the
18 allegations contained therein.

19 81. Defendants Mojave and Whiting admit that a mechanic's lien was recorded on the
20 Project in the amount of \$755,893.89 as Instrument No. 201106220002156, but deny the
21 remaining allegations and legal conclusions contained in Paragraph 81. The remaining
22 Defendants are without sufficient information or knowledge to form a belief as to the truth of the
23 allegations contained in Paragraph 81 of the Complaint and, therefore, deny the allegations
24 contained therein.

25 82. The allegation contained in Paragraph 82 of the Complaint constitutes a statement
26 of the law rather than a factual allegation against Defendants and, therefore, requires no
27 response. To the extent a response is required, Defendants deny the allegations contained therein.

28 83. Defendants Mojave and Whiting admit the allegations contained in Paragraph 83

1 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
2 form a belief as to the truth of the allegations contained in Paragraph 83 of the Complaint and,
3 therefore, deny the allegations contained therein.

4 84. The allegation contained in Paragraph 84 of the Complaint constitutes a statement
5 of the law rather than a factual allegation against Defendants and, therefore, requires no
6 response. To the extent a response is required, Defendants deny the allegations contained therein.

7 85. Defendants deny the allegations contained in Paragraph 85 of the Complaint.

8 **TENTH CAUSE OF ACTION**
9 **(UNJUST ENRICHMENT AGAINST MOJAVE, DOES 1-10, AND ROE**
10 **CORPORATIONS 1-10, INCLUSIVE)**

11 86. Defendants incorporate by reference all responses to Paragraphs 1 through 85 of
12 the Complaint as though fully set forth herein.

13 87. Defendants Mojave and Whiting admit the allegations contained in Paragraph 87
14 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
15 form a belief as to the truth of the allegations contained in Paragraph 87 of the Complaint and,
16 therefore, deny the allegations contained therein.

17 88. Defendants Mojave and Whiting admit the allegations contained in Paragraph 88
18 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
19 form a belief as to the truth of the allegations contained in Paragraph 88 of the Complaint and,
20 therefore, deny the allegations contained therein.

21 89. Defendants Mojave and Whiting admit the allegations contained in Paragraph 89
22 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
23 form a belief as to the truth of the allegations contained in Paragraph 89 of the Complaint and,
24 therefore, deny the allegations contained therein.

25 90. Defendants Mojave and Whiting admit the allegations contained in Paragraph 90
26 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
27 form a belief as to the truth of the allegations contained in Paragraph 90 of the Complaint and,
28 therefore, deny the allegations contained therein.

91. Defendants Mojave and Whiting admit the allegations contained in Paragraph 91

1 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
2 form a belief as to the truth of the allegations contained in Paragraph 91 of the Complaint and,
3 therefore, deny the allegations contained therein.

4 92. Defendants Mojave and Whiting admit the allegations contained in Paragraph 92
5 of the Complaint. The remaining Defendants are without sufficient information or knowledge to
6 form a belief as to the truth of the allegations contained in Paragraph 92 of the Complaint and,
7 therefore, deny the allegations contained therein.

8 93. Defendant Mojave admits that checks were received in the amounts of
9 \$139,367.70 and \$136,269.00 for other unrelated projects, but deny the remaining allegations
10 contained in Paragraph 93 of the Complaint. The remaining Defendants are without sufficient
11 information or knowledge to form a belief as to the truth of the allegations contained in
12 Paragraph 93 of the Complaint and, therefore, deny the allegations contained therein.

13 94. Defendants deny the allegations contained in Paragraph 94 of the Complaint.

14 95. Defendants deny the allegations contained in Paragraph 95 of the Complaint.

15 96. Defendants deny the allegations contained in Paragraph 96 of the Complaint.

16 97. Defendants deny the allegations contained in Paragraph 97 of the Complaint.

17 98. Defendants deny the allegations contained in Paragraph 98 of the Complaint.

18 **ELEVENTH CAUSE OF ACTION**
19 **(CONTRACTOR'S LICENSE BOND AGAINST MOJAVE, WESTERN, DOES 1-10,**
20 **AND ROE CORPORATIONS 1-10, INCLUSIVE)**

21 99. Defendants incorporate by reference all responses to Paragraphs 1 through 98 of
22 the Complaint as though fully set forth herein.

23 100. Defendants admit that Mojave, as principal, and Defendant Western, as surety,
24 caused to be issued two contractor's license bonds in accordance with the provisions of Chapter
25 624 and said bonds are identified as Bond Number 929452545 in the amount of \$5,000.00 and
26 Bond Number 929444674 in the amount of \$2,000.00. Defendants deny all remaining allegations
27 contained in Paragraph 100 of the Complaint.

28 101. Defendants deny the allegations contained in Paragraph 101, including sections
(a) and (b) in Paragraph 101 of the Complaint.

102. Defendants deny the allegations contained in Paragraph 102 of the Complaint.

TWELFTH CAUSE OF ACTION
(UNJUST ENRICHMENT AGAINST WHITING TURNER, DOES 1-10, AND ROE
CORPORATIONS 1-10, INCLUSIVE)

103. Defendants incorporate by reference all responses to Paragraphs 1 through 102 of the Complaint as though fully set forth herein.

104. Defendants deny the allegations contained in Paragraph 104 of the Complaint.

105. Defendants deny the allegations contained in Paragraph 105 of the Complaint.

106. Defendants deny the allegations contained in Paragraph 106 of the Complaint.

THIRTEENTH CAUSE OF ACTION
(CONTRACTORS LICENSE BOND CLAIM AGAINST WHITING TURNER,
FIDELITY, DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)

107. Defendants incorporate by reference all responses to Paragraphs 1 through 106 of the Complaint as though fully set forth herein.

108. Defendants admit that Whiting Turner, as principal, and Defendant Fidelity, as surety, caused to be issued a contractor's license bond in accordance with the provisions of Chapter 624 and said bond is identified as Bond Number 9045603 in the amount of \$50,000.00. Defendants deny all remaining allegations contained in Paragraph 108 of the Complaint.

109. Defendants deny the allegations contained in Paragraph 109, including sections (a) and (b) in Paragraph 109 of the Complaint.

110. Defendants deny the allegations contained in Paragraph 110 of the Complaint.

FOURTEENTH CAUSE OF ACTION
(PAYMENT BOND CLAIM AGAINST WHITING TURNER, FIDELITY, TRAVELERS,
DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)

111. Defendants incorporate by reference all responses to Paragraphs 1 through 110 of the Complaint as though fully set forth herein.

112. Defendants admit the allegations contained in Paragraph 112 of the Complaint.

113. Defendants deny the allegations contained in Paragraph 113 of the Complaint.

114. Answering Paragraph 114 of the Complaint, Defendants admit a payment bond was issued for the Project and as to the terms of the bond, it speaks for itself and is the best evidence of the terms contained therein.

115. Defendants admit executing a payment bond for the Project, but deny the remaining allegations contained in Paragraph 115 of the Complaint.

116. Defendants are without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 116 of the Complaint and, therefore, deny the allegations contained therein.

117. Defendants deny the allegations contained in Paragraph 117 of the Complaint.

AFFIRMATIVE DEFENSES

Defendants assert the following defenses to this action. These defenses have been labeled as "affirmative" defenses regardless of whether, as a matter of law, such defenses are truly affirmative defenses. Such designation should in no way be construed to constitute a concession on the part of Defendants or that it bears the burden of proof to establish such defense(s).

1. All allegations of the Complaint not specifically admitted are hereby denied.

2. Plaintiff fails to state a claim for relief against Defendants upon which relief can be granted.

3. At all material times, Defendants acted in good faith and exercised lawful rights in dealing with Plaintiff.

4. Plaintiff, by its own conduct or otherwise, is estopped from making any claim against Defendants.

5. Plaintiff has waived, by conduct or otherwise, any claim against Defendants.

6. The loss, injuries, damages, costs and attorneys' fees, if any, suffered by Plaintiff are the result of its own acts, omissions, or wrongdoing.

7. Defendants relied upon representations by the Plaintiff as to the Unconditional Release for payment and would not have made payment to Plaintiff's agent absent such representations.

8. Plaintiff is barred from obtaining any relief from any claim by operation of the doctrine of accord and satisfaction.

9. Plaintiff has failed to mitigate its damages, if any exist or were incurred, the

1 existence of which is expressly denied by Defendant.

2 10. By virtue of the acts, conduct, mismanagement and/or omissions to act of the
3 Plaintiff under the circumstances, Defendants are released and discharged from any liability
4 whatsoever to Plaintiff, which liability is expressly denied.

5 11. Plaintiff ratified, approved, or acquiesced in the actions of Defendants.

6 12. Defendant CAM Consulting, Inc. acted as agent for Plaintiff.

7 13. Plaintiff has failed to satisfy conditions precedent to bringing any action against
8 Defendants.

9 14. Plaintiff's claims are barred by the Doctrines of Mutual Mistake, Impossibility or
10 Impracticability.

11 15. Any damages which Plaintiffs may have sustained by reason of the allegations of
12 the Complaint were proximately caused, in whole or in part, by sets of persons other than
13 Defendants and, therefore, Plaintiffs are not entitled to any relief from Defendant.

14 16. To the extent Plaintiff's claims are based in whole or in part on alleged oral
15 promises or statements, such claims are barred by the lack of acceptance, lack of mutuality, and
16 failure of consideration.

17 17. Plaintiff is not entitled to the damages that it is seeking.

18 18. The claims of Plaintiff fail for want or lack of consideration.

19 19. Plaintiff's pursuit of these claims against Defendant under the circumstances
20 presented in this case is, in and of itself, a violation of the covenant of good faith and fair dealing
21 implied in all of their agreements, barring it from any recovery against them in this action.

22 20. Damages and injuries suffered by Plaintiff, if any, are not attributable to any act,
23 conduct, or omission on the part of Defendants.

24 21. Plaintiff's alleged damages, if any, should be offset by monies due and owing by
25 CAM to Plaintiff.

26 22. The conduct of Defendants alleged to be wrongful was induced by Plaintiff's own
27 wrongful conduct.

28 23. Plaintiff's claims for relief are barred on the grounds that Defendants have a valid

1 justification for any alleged nonperformance of the alleged agreement.

2 24. Plaintiff materially breached the agreement between the parties, thereby excusing
3 the future performance thereof by Defendants.

4 25. Defendants Mojave and Whiting Turner only hereby state Plaintiff brings its
5 claims in bad faith, with an ulterior motive to harass Defendants, abuse the litigation process, and
6 otherwise raise frivolous and unfounded claims against Defendants causing Defendants to incur
7 damages. Remaining Defendants do not raise this defense.

8 26. Plaintiff is barred from recovery by virtue of its unclean hands.

9 27. Defendants have been forced to retain counsel to defend against Plaintiff's
10 Complaint, and Defendants are entitled to an award of reasonable attorneys' fees.

11 28. Pursuant to N.R.C.P. 11, as amended, all possible affirmative defenses may not
12 have been alleged herein insofar as sufficient facts were not available after reasonable inquiry
13 upon the filing of this Answer. Therefore, Defendants reserve the right to amend this Answer,
14 including adding affirmative defenses, based upon discovery, review of document, and
15 development of evidence in this case.

16 **WHEREFORE**, Defendants pray:

17 1. That Plaintiff takes nothing by way of its Complaint from Defendants Mojave,
18 Western, Whiting Turner and Fidelity and that the Complaint be dismissed against those
19 Defendants in its entirety with prejudice;

20 2. For an award of reasonable attorneys' fees and costs of suit incurred in the
21 defense of Plaintiff's Complaint; and

22 3. For such other and further relief as this Court deems just and proper.

23 **COUNTERCLAIM**

24 Counterclaimant WEST EDNA ASSOCIATES, LTD. d/b/a MOJAVE ELECTRIC, a
25 Nevada corporation ("Mojave" or "Counterclaimant") by and through its attorneys of record, the
26 law firm of COTTON, DRIGGS, WALCH, HOLLEY, WOLOSON & THOMPSON, and as for
27 a counterclaim against Counterdefendant CASHMAN EQUIPMENT COMPANY ("Cashman"
28 or "Counterdefendant"), hereby alleges as follows:

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- 1 13. Counterclaimant Mojave requested Counterdefendant's completion of its contract
2 and assistance with start up of the equipment at issue on the project.
3 14. Counterdefendant refused to complete the start up and further refused to handle
4 any warranty issues related to the equipment.
5 15. Counterdefendant further refused to provide the battery power source in
6 accordance with the Purchase Order.
7 16. Counterclaimant Mojave employed a licensed contractor to complete the contract
8 work and start the equipment at Counterclaimant's expense.

9 **FIRST CLAIM FOR RELIEF**
10 **(BREACH OF CONTRACT)**

- 11 17. Counterclaimant hereby restates, realleges and incorporates by reference the
12 allegations contained in paragraphs 1 through 14 of the Counterclaim, inclusive,
13 as if fully set forth herein.
14 18. The Purchase Order constitutes a valid, binding and enforceable contract between
15 Counterclaimant and Counterdefendant.
16 19. Through its actions described above, including, without limitation,
17 Counterdefendant's failure and/or refusal to participate in the start up of the
18 equipment is in material default of its obligations.
19 20. Counterclaimant has performed all conditions, covenants, obligations and
20 promises on its part to be performed.
21 21. Counterclaimant has also placed demand upon Counterdefendant for
22 performance, but Counterdefendant has failed or refused to perform, and
23 continues to fail or refuse to perform, its obligations.
24 22. As a result of Counterdefendant's breach described herein, and as a direct and
25 proximate result thereof, Counterclaimant has been damaged in an amount in
26 excess of \$10,000.
27 23. As a result of Counterdefendant's breach described herein, and as a direct and
28 proximate result thereof, Counterclaimant has been forced to engage the services

of an attorney and is entitled to an award of reasonable attorney's fees and costs.

SECOND CLAIM FOR RELIEF
(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)

24. Counterclaimant hereby restates, realleges and incorporates by reference the allegations contained in paragraphs 1 through 21 of the Counterclaim, inclusive, as if fully set forth herein.
25. Under Nevada law, every contract imposes upon the contracting parties the duty of good faith and fair dealing.
26. Counterdefendant breached its duty to Counterclaimant by performing in a manner that was unfaithful to the purpose of the agreement, including, among other things, failing to use its best efforts to start up the equipment as requested by Counterclaimant.
27. As a result of Counterdefendant's breach of the implied covenant of good faith and fair dealing described herein, and as a direct and proximate result thereof, Counterclaimant has been damaged in an amount in excess of \$10,000.
28. As a result of Counterdefendant's breach of the implied covenant of good faith and fair dealing described herein, and as a direct and proximate result thereof, Counterclaimant Mojave has been forced to engage the services of an attorney and is entitled to an award of reasonable attorney's fees and costs.

THIRD CLAIM FOR RELIEF
(MISREPRESENTATION)

29. Counterclaimant hereby restates, realleges and incorporates by reference the allegations contained in paragraphs 1 through 26 of the Counterclaim, inclusive, as if fully set forth herein.
30. Counterdefendant made various and numerous representations to Counterclaimant with respect to its Final Unconditional Release entered for the payment amount of \$755,893.89.
31. The Release provides that Counterdefendant has been paid in full for all work and materials and further provides that the "document is enforceable against you if

you sign it, even if you have not been paid. If you have not been paid, use a conditional release form."

32. Counterclaimant Mojave detrimentally relied on these promises and representations of Counterdefendant and was unaware whether Counterdefendant had obtained actual payment from its agent CAM Consulting, Inc.

33. As a consequence of Counterclaimants relying on the promises and representations of Counterdefendant, Counterdefendant misrepresented its position and is estopped from pursuing this action against Counterclaimants.

34. As a result of Counterdefendant's conduct described herein, and as a direct and proximate result thereof, Counterclaimant has been damaged in an amount in excess of \$10,000.

35. As a result of Counterdefendant's conduct described herein, and as a direct and proximate result thereof, Counterclaimant has been forced to engage the services of an attorney and is entitled to an award of reasonable attorneys' fees and costs.

PRAYER

WHEREFORE, Counterclaimant hereby prays for judgment as follows:

1. That Plaintiff take nothing by reason of its Second Amended Complaint and that same be dismissed with prejudice;

2. For damages in excess of \$10,000.00;

3. For interest, cost and attorneys' fees;

4. For attorneys' fees plus costs for the suit incurred herein; and

5. For such other and further relief as the Court deems just and proper in the premises.

CROSSCLAIM

Crossclaimant WEST EDNA ASSOCIATES, LTD, d/b/a MOJAVE ELECTRIC, a Nevada corporation ("Mojave" or "Crossclaimant") by and through its attorneys of record, the law firm of COTTON, DRIGGS, WALCH, HOLLEY, WOLOSON & THOMPSON, and as for

1 a crossclaim against Crossdefendants CAM CONSULTING, INC. ("CAM") and ANGELO
2 CARVALHO ("Carvalho")(collectively "Crossdefendants"), hereby alleges as follows:

3 **PARTIES, JURISDICTION AND VENUE**

4 1. Crossclaimant Mojave is a Nevada limited liability company authorized to
5 conduct business in Clark County, Nevada as a licensed contractor.

6 2. Upon information and belief, Crossdefendant CAM is a corporation duly
7 authorized to conduct business within the state of Nevada.

8 3. Upon information and belief, Crossdefendant Carvalho is a resident of Clark
9 County, Nevada, and an owner of CAM.

10 4. This Court has jurisdiction over the instant dispute, and venue is proper in this
11 Court, because the dispute involves a construction project located in Clark County, Nevada and
12 the wrongful conduct complained of herein occurred in Clark County, Nevada.

13 **FIRST CAUSE OF ACTION**
14 **(CONVERSION AGAINST CAM CONSULTING INC. and ANGELO**
CARVALHO, as an INDIVIDUAL)

15 5. Crossclaimant hereby alleges and incorporates as though fully set forth herein all
16 of the allegations admitted in the Answer, all of the Counterclaim allegations against
17 Counterdefendant Cashman which are hereinabove set forth.

18 6. Crossclaimant Mojave issued payment to Crossdefendants in the amount of
19 \$820,261.75 in exchange for equipment for use in the City Hall Project.

20 7. Upon information and belief, Crossdefendants failed to issue payment to
21 Cashman, although Crossdefendants obtained a Release for the payment.

22 8. Each of Mojave and Cashman has made demands upon Crossdefendants for the
23 payment without response.

24 9. By failing or refusing to make payment to Cashman, Crossdefendant has
25 wrongfully exerted dominion over Cashman's property and interfering with Cashman's right to
26 the property.

27 10. Crossdefendants has no title or rights to the property and in keeping the property,
28 deprives Cashman of its use in the property.

1 11. Cashman has refused to complete its work on the Project and start up the
2 equipment for Mojave due to Crossdefendants' wrongful deprivation of property.

3 12. Crossdefendants' failure to pay Cashman has caused damages to Crossclaimant in
4 an amount in excess of \$10,000, together with fees, costs, and interest thereon, until paid in full
5 and other such damage according to proof.

6 **SECOND CAUSE OF ACTION**
7 **(INDEMNIFICATION)**

8 13. Crossclaimant repeats, realleges, and incorporates by reference Paragraphs 1
9 through 12 of this Crossclaim as though fully set forth herein.

10 14. It is alleged in Cashman's Second Amended Complaint that Cashman has
11 incurred recoverable damages as a result of the alleged acts of Defendants Mojave, Western,
12 Whiting and Fidelity.

13 15. Crossclaimant contends that they are in no way responsible for the events giving
14 rise to Cashman's causes of actions or legally responsible in any other manner for the damages
15 allegedly sustained by Cashman. If contrary to the foregoing allegations, Crossclaimant is held to
16 be liable for damages as alleged in Cashman's Second Amended Complaint, such damages were
17 proximately caused by the acts and/or omissions of Crossdefendants. Therefore, Crossclaimant
18 is entitled to be indemnified by Crossdefendant should such liability arise.

19 16. If Crossclaimant is held liable to Cashman for damages, said liability will be the
20 direct and proximate result of the affirmative conduct on the part of the Crossdefendants.

21 17. Crossclaimant is entitled to complete indemnification by Crossdefendants for
22 any such sums for which they may be adjudicated to Crossclaimant, together with costs of
23 defense, costs of suit, and reasonable attorney's fees there from.

24 **THIRD CAUSE OF ACTION**
25 **(CONTRIBUTION)**

26 18. Crossclaimant repeats, realleges and incorporates by reference Paragraphs 1
27 through 17 of this Crossclaim as though fully set forth herein.

28 19. It is alleged in Cashman's Second Amended Complaint that Cashman incurred

recoverable damages as a result of the alleged acts of Crossclaimant and Crossdefendants.

20. Crossclaimant contends that they are in no way responsible for the events giving rise to Cashman's causes of actions or legally responsible in any other manner for the damages allegedly sustained by Cashman. If, contrary to the foregoing allegations, Crossclaimant is held to be liable for all or any part of the claim for damages asserted, Crossdefendants, to the extent that its fault is determined by the Court, is obligated to reimburse Crossclaimant and is also liable to Crossclaimant for all or any liability so assessed by way of contribution. Therefore, Crossclaimant accordingly asserts their rights to contribution.

PRAYER

WHEREFORE, Crossclaimants hereby pray for judgment as follows:

1. That Plaintiff Cashman take nothing from Crossclaimant by reason of its Second Amended Complaint;

2. That Crossdefendants be required to indemnify Crossclaimant for any and all amounts that Crossclaimant is found to be due and owing to Plaintiff Cashman;

3. That Crossdefendants be required to contribute to the payment of any and all amounts adjudged by this Court to be due and owing to Plaintiff Cashman herein from Crossclaimant;

4. For return of the property converted from Plaintiff Cashman;

5. For all costs and expenses, including reasonable attorneys' fees, incurred by Crossclaimant in connection with the commencement and prosecution of this action; and

* * *

1 6. For such other and further relief as the Court deems just and proper.

2 Dated this _____ day of June, 2012.

3 **COTTON DRIGGS, WALCH,**
4 **HOLLEY, WOLOSON & THOMPSON**

5 _____
6 BRIAN W. BOSCHEE, ESQ.
7 Nevada Bar No. 7612
8 SHEMILLY A. BRISCOE, ESQ.
9 Nevada Bar No. 9985
10 400 South Fourth Street, Third Floor
11 Las Vegas, Nevada 89101

12 *Attorneys for Defendants West Edna, Ltd., dba*
13 *Mojave Electric, Western Surety Company, The*
14 *Whiting Turner Contracting Company and*
15 *Fidelity and Deposit Company of Maryland,*
16 *Travelers Casualty and Surety Company of*
17 *America, Counterclaimant and Crossclaimant*

1 **CERTIFICATE OF MAILING**

2 I HEREBY CERTIFY that, on the _____ day of June, 2012 and pursuant to NRCP 5(b),
3 I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **ANSWER TO**
4 **THIRD AMENDED COMPLAINT, COUNTERCLAIM AGAINST CASHMAN**
5 **EQUIPMENT COMPANY AND CROSSCLAIM AGAINST CAM CONSULTING, INC.**
6 **AND ANGELO CARVALHO**, postage prepaid and addressed to:

7 Jennifer R. Lloyd-Robinson, Esq.
8 Marisa L. Maskas, Esq.
9 PEZZILLO ROBINSON
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119

10 *Attorneys for Plaintiff*

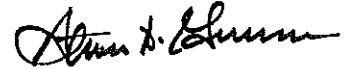
11 Edward Coleman, Esq.
12 COLEMAN LAW ASSOCIATES
6615 S. Eastern Avenue, Suite 108
Las Vegas, Nevada 89119

13 *Attorneys for Defendant Janel Rennie*
14 *aka Janel Carvalho*

15 Keen L. Ellsworth, Esq.
16 ELLSWORTH, BENNION & ERICSSON, CHTD.
7881 W. Charleston Blvd., #210
Las Vegas, Nevada 89117

17 *Attorneys for Element Iron and Design*

18
19
20
21 _____
An employee of Cotton, Driggs, Walch,
22 Holley, Woloson & Thompson
23
24
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26
27
28



CLERK OF THE COURT

MATTHEW Q. CALLISTER, ESQ.
Nevada Bar No. 001396
mqc@call-law.com
CALLISTER + ASSOCIATES, LLC
823 Las Vegas Boulevard South, 5th Floor
Las Vegas, Nevada 89101
Telephone: (702) 385-3343
Facsimile: (702) 385-2899
*Attorneys for Defendant Committee
To Elect Richard Cherchio*

DISTRICT COURT
CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,
Plaintiff,

Case No.: A642583
Dept No.: XXXII

v.

Consolidated with

CAM CONSULTING INC., a Nevada
corporation; ANGELO CARVALHO, an
individual; WEST EDNA ASSOCIATES,
LTD., dba MOJAVE ELECTRIC, a Nevada
corporation; ELEMENT IRON & DESIGN,
LLC, a Nevada limited liability company;
COMMITTEE TO ELECT RICHARD
CHERCHIO; TONIA TRAN, an individual;
LINDA DUGAN, an individual; MICHAEL
CARVALHO, an individual; BERNIE
CARVALHO, an individual; SWANG
CARVALHO, an individual; JANEL
CARVALHO, an individual; DOES 1-10,
inclusive; and ROE CORPORATIONS 1-10,
inclusive;

Case No. A653029

**NOTICE OF ENTRY OF ORDER ON
DEFENDANT COMMITTEE TO
ELECT RICHARD CHERCHIO'S
MOTION TO DISMISS**

Defendants.


///

///

1 PLEASE TAKE NOTICE that the Order on Defendant Committee to Elect Richard Cherchio's
2 Motion to Dismiss, a copy of which is attached hereto, was entered in the above entitled matter on
3 March 27, 2012.

4 DATED this 27th day of March, 2012.

5 CALLISTER + ASSOCIATES, LLC

6  #11920 Ar:

7 **MATTHEW Q. CALLISTER, ESQ.**

8 Nevada Bar No.: 001369

823 Las Vegas Blvd. South, 5th Floor

Las Vegas, Nevada 89101

9 *Attorney for Defendant Committee to Elect*
10 *Richard Cherchio*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Firm of Callister + Associates, LLC, and not a party to nor interested in the within matter; that on the 30 day of March 2012, service of the **NOTICE OF ENTRY OF ORDER ON DEFENDANT COMMITTEE TO ELECT RICHARD CHERCHIO'S MOTION TO DISMISS** was made by:

☐ by serving the following parties electronically through CM/ECF as set forth below;

☐ by faxing a copy to the numbers below;

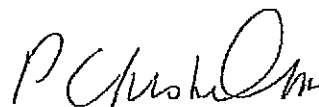
☒ or by depositing a copy in the United States Mail postage prepaid to the parties listed below:

Jennifer R. Lloyd-Robinson, Esq.
Marisa L. Maskas, Esq.
PEZZILLO ROBINSON
6750 Via Austi Parkway, Ste. 170
Las Vegas, NV 89119
Attorneys for Cashman Equipment

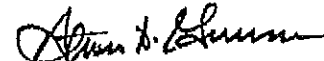
Brian W. Boschee, Esq.
Shemilly Briscoe, Esq.
SANTORO, DRIGGS
400 South Fourth Street, 3rd Floor
Las Vegas, NV 80101
*Attorneys for Whiting Turner, Mojave Electric
Western Surety, West Edna*

Edward S. Coleman, Esq.
6615 South Eastern Avenue, Suite 108
Las Vegas, NV 89119
Attorney for Janel Carvalho

Keen L. Ellsworth, Esq.
ELLSWORTH, BENNION
7881 West Charleston Blvd., Suite 210
Las Vegas, NV 89117
Attorney for Element Iron



An Employee of Callister + Associates



CLERK OF THE COURT

1 **ORDR**
2 **MATTHEW Q. CALLISTER, ESQ.**
3 Nevada Bar No. 001396
4 **CALLISTER + ASSOCIATES, LLC**
5 823 Las Vegas Boulevard South, 5th Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 385-3343
8 Facsimile: (702) 385-2899
9 *Attorneys for Defendant Committee*
10 *To Elect Richard Cherchio*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

10 **CASHMAN EQUIPMENT COMPANY, a**
11 Nevada corporation,
12 Plaintiff,

12 v.

13 **CAM CONSULTING INC., a Nevada**
14 **corporation; ANGELO CARVALHO, an**
15 **individual; WEST EDNA ASSOCIATES,**
16 **LTD., dba MOJAVE ELECTRIC, a Nevada**
17 **corporation; ELEMENT IRON & DESIGN,**
18 **LLC, a Nevada limited liability company;**
19 **COMMITTEE TO ELECT RICHARD**
20 **CHERCHIO; TONIA TRAN, an individual;**
21 **LINDA DUGAN, an individual; MICHAEL**
22 **CARVALHO, an individual; BERNIE**
23 **CARVALHO, an individual; SWANG**
24 **CARVALHO, an individual; JANEL**
25 **CARVALHO, an individual; DOES 1-10,**
26 **inclusive; and ROE CORPORATIONS 1-10,**
27 **inclusive;**

21 Defendants.

Case No.: A642583
Dept No.: XXXII

Consolidated with

Case No. A-11-653029-C
Dept No.: *W 32*

**ORDER ON DEFENDANT
COMMITTEE TO ELECT RICHARD
CHERCHIO'S MOTION TO DISMISS**

24 THIS MATTER came on regularly for hearing, pursuant to Defendant COMMITTEE TO
25 ELECT RICHARD CHERCHIO's (hereinafter "Committee") Motion to Dismiss before the above
26 entitled Court on Monday, March 12, 2012 at 9:00 a.m. Defendant Committee appeared by and through
27 Matthew Q. Callister, Esq. and Mitchell S. Bisson, Esq., of the law firm of Callister + Associates, LLC;
28 Plaintiff appeared by and through Marisa L. Maskas, Esq., of the law firm of Pezzillo Robinson. The

1 Court having heard the arguments and proffers of all parties, examined the file and the contents therein
2 and deeming itself to be fully informed in the premises, hereby orders and rules as follows:


3
4 THE COURT HEREBY ORDERS that pursuant to NRCp 12(b), Defendant Committee to Elect
5 Richard Cherchio's Motion to Dismiss is Granted.

6
7 Dated: Mar 26, 2012

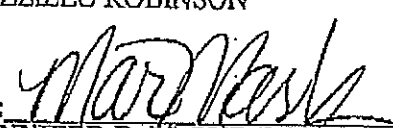
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9 
DISTRICT COURT JUDGE

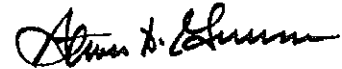
10 SUBMITTED BY:
11 CALLISTER + ASSOCIATES, LLC

ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

12
13 By: 
14 MATTHEW Q. CALLISTER, ESQ.
Nevada Bar No. 001369
15 MITCHELL S. BISSON, ESQ.
Nevada Bar No. 011920
16 823 Las Vegas Blvd. South, 5th Floor
Las Vegas, NV 89101
17 Attorneys for Defendant Committee
to Elect Richard Cherchio

18
19 APPROVED AS TO FORM AND CONTENT BY:
20 PEZZILLO ROBINSON

21
22 By: 
23 JENNIFER R. LLOYD-ROBINSON, ESQ.
Nevada Bar No. 009617
24 MARISA L. MASKAS, ESQ.
Nevada Bar No. 010928
25 6725 Via Austi Parkway, Ste. 290
Las Vegas, NV 89119
26 Attorneys for Plaintiff



CLERK OF THE COURT

NOTC

Jennifer R. Lloyd-Robinson, Esq.
Nevada Bar No. 9617
Marisa L. Maskas, Esq.
Nevada Bar No. 10928

PEZZILLO ROBINSON
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel: (702) 233-4225
Fax: (702) 233-4252
Attorneys for Plaintiff,
Cashman Equipment Company

DISTRICT COURT
CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

vs.

CAM CONSULTING INC., a Nevada
corporation; ANGELO CARVALHO, an
individual; JANEL RENNIE aka JANEL
CARVALHO, an individual; WEST EDNA
ASSOCIATES, LTD., dba MOJAVE
ELECTRIC, a Nevada corporation;
WESTERN SURETY COMPANY, a
surety; THE WHITING TURNER
CONTRACTING COMPANY, a Maryland
corporation; FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, a surety;
DOES 1 - 10, inclusive; and ROE
CORPORATIONS 1 - 10, inclusive;

Defendants.

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

Case No.: A642583
Dept. No.: 32

Consolidated with Case No.: A653029

**NOTICE OF DISMISSAL OF
DEFENDANT SWANG CARVALHO**

Pezzillo Robinson
6725 VIA AUSTI PARKWAY, SUITE 290
LAS VEGAS, NEVADA 89119
TEL 702 233-4225

Pezzillo Robinson
6725 VIA AUSTI PARKWAY, SUITE 290
LAS VEGAS, NEVADA 89119
TEL. 702.233-4225

1 vs.

2 CAM CONSULTING INC., a Nevada
3 corporation; ANGELO CARVALHO, an
4 individual; WEST EDNA ASSOCIATES,
5 LTD., dba MOJAVE ELECTRIC, a Nevada
6 corporation; ELEMENT IRON & DESIGN,
7 LLC, a Nevada limited liability company;
8 COMMITTEE TO ELECT RICHARD
9 CHERCHIO; TONIA TRAN, an individual;
10 LINDA DUGAN, an individual; MICHAEL
11 CARVALHO, an individual; BERNIE
12 CARVALHO, an individual; SWANG
13 CARVALHO, an individual; JANEL
14 CARVALHO, an individual; DOES 1 - 10,
15 inclusive; and ROE CORPORATIONS 1 -
16 10, inclusive;

17 Defendants.

18 AND ALL RELATED MATTERS.

19 **NOTICE OF DISMISSAL OF DEFENDANT SWANG CARVALHO**

20 Plaintiff CASHMAN EQUIPMENT COMPANY respectfully submits the following
21 Notice of Dismissal of SWANG CARVALHO in the above-captioned matter with prejudice,
22 with each party to bear its own attorneys' fees and costs. This notice is given pursuant to
23 NRCP 41(a)(1).
24

25 DATED: February 24, 2012

26 PEZZILLO ROBINSON

27 By: Marisa L. Maskas
28 Jennifer R. Lloyd-Robinson, Esq.
Nevada Bar No. 9617
Marisa L. Maskas, Esq.
Nevada Bar No. 10928
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Attorneys for Plaintiff,
Cashman Equipment Company

Pezzillo Robinson
6725 VIA AUSTIN PARKWAY, SUITE 200
LAS VEGAS, NEVADA 89119
TEL 702 233-4225

CERTIFICATE OF SERVICE

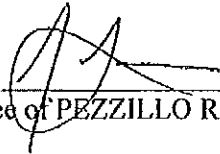
The undersigned, an employee of the law firm of PEZZILLO ROBINSON, hereby certifies that on February 27th, 2012, a true and correct copy of the foregoing document, NOTICE OF DISMISSAL OF DEFENDANT SWANG CARVALHO, was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

Shemilly Briscoe, Esq.
SANTORO, DRIGGS, ET AL.
400 S. 4th St., 3rd Fl.
Las Vegas, NV 89101
*Attorneys for Whiting Turner Contracting,
Mojave Electric LV, LLC, Western Surety Company
And Fidelity and Deposit Company of Maryland*

Edward S. Coleman, Esq.
COLEMAN LAW ASSOCIATES
6615 S. Eastern Ave., Ste. 108
Las Vegas, NV 89119
Attorneys for Janel Rennie aka Janel Carvalho

Keen L. Ellsworth, Esq.
ELLSWORTH, BENNION & ERICSSON, CHTD.
7881 W. Charleston Blvd. #210
Las Vegas, Nevada 89117
Attorneys for Element Iron and Design

Matthew Callister, Esq.
CALLISTER & ASSOCIATES
823 Las Vegas Blvd., 5th Fl.
Las Vegas, NV 89101
Attorneys for Committee to Elect Richard Cherchio


An employee of PEZZILLO ROBINSON

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,
Appellant,
v.
WEST EDNA ASSOCIATES, LTD., dba
MOJAVE ELECTRIC, a Nevada corporation,
Respondents.

No. 61715

Electronically Filed
Nov 19 2012 08:18 a.m.

Tracie K. Lindeman
DOCKETING STATEMENT
CLERK OF Supreme Court
CIVIL APPEALS

GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District 8th Department 32
County Clark Judge Hon. Rob Bare
District Ct. Case No. A642583

2. Attorney filing this docketing statement:

Attorney Jennifer R. Lloyd, Esq. Telephone 702-233-4225
Firm Pezzillo Lloyd
Address 6725 Via Austi Pkwy., Ste. 290
Las Vegas, NV 89119

Client(s) Cashman Equipment Company

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Brian Boschee, Esq. Telephone 702-791-0308
Firm Cotton Driggs Walch Holley Woloson & Thompson
Address 400 S. 4th St., 3rd Fl.
Las Vegas, NV 89101

Client(s) West Edna Associates dba Mojave Electric

Attorney _____ Telephone _____
Firm _____
Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input checked="" type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

N/A

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

A653029: District Court case consolidated into Lead Case No. A642583 on January 27, 2012.

8. Nature of the action. Briefly describe the nature of the action and the result below:

Cashman filed action alleging breach of contract, lien foreclosure and associated claims seeking payment for equipment supplied to the New Las Vegas City Hall Project. As related to the issues on appeal, Defendant Mojave Electric filed a Motion to Procure Codes seeking a preliminary injunction from the Court requiring Cashman to start up the equipment even though Cashman was excused from further performance after it failed to receive payment from the party with which it contracted. The Court granted the Motion and issued the preliminary injunction without making the required findings in support.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the preliminary injunction was properly issued where the Court did not find that the moving party established a likelihood of success on the merits of their claims, nor did the Court find that the moving party would suffer irreparable harm if Cashman did not complete startup on equipment supplied to the New Las Vegas City Hall Project.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Appellant is not aware.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

13. Trial. If this action proceeded to trial, how many days did the trial last? _____

Was it a bench or jury trial? _____

14. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
NO.

TIMELINESS OF NOTICE OF APPEAL

15. Date of entry of written judgment or order appealed from Aug 13, 2012

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

16. Date written notice of entry of judgment or order was served Aug 13, 2012

Was service by:

☐ Delivery

☒ Mail/electronic/fax

17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ___, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

18. Date notice of appeal filed Sep 13, 2012

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)

SUBSTANTIVE APPEALABILITY

20. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input checked="" type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) _____ | |

(b) Explain how each authority provides a basis for appeal from the judgment or order:
The District Court issued a preliminary injunction.

21. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Cashman Equipment Co., Cam Consulting Inc., Angelo Carvalho, Janel Rennie aka Janel Carvalho, West Edna Associates, Ltd., dba Mojave Electric, Western Surety Company, The Whiting Turner Contracting Company, Fidelity and Deposit Company Of Maryland, Travelers Casualty and Surety Company of America, Element Iron & Design, LLC, Tonia Tran, Linda Dugan, Michael Carvalho, Bernie Carvalho, Committee To Elect Richard Cherchio; Swang Carvalho

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

West Edna Associates, Ltd., dba Mojave Electric filed the Motion for Preliminary Injunction to Procure Codes against Cashman Equipment Co. That Motion did not involve any of the other parties in this matter.

22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Cashman Equipment Co. claims: Breach of Contract, Breach of Implied Covenant Good Faith & Fair Dealing, Alter Ego, Foreclosure of Security Interest, Conversion, Fraud, Negligent Misrepresentation, Quiet Title, Mechanic's Lien Release Bond, Unjust Enrichment, Contractor's License Bond, Payment Bond

West Edna Associates, Ltd., dba Mojave Electric's claims: Breach of Contract, Misrepresentation, Indemnification, Conversion, Contribution

23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☐ Yes

☒ No

24. If you answered "No" to question 23, complete the following:

(a) Specify the claims remaining pending below:

Cashman obtained a Default Judgment against Cam Consulting, filed Sept. 11, 2012, and against Angelo Carvalho, filed on Sept. 11, 2012. A Motion For Certification of Default Judgements Against Defendants Cam Consulting And Angelo Carvalho As Being Final is pending with the District Court. All other claims against remaining parties are pending.

(b) Specify the parties remaining below:

Cashman Equipment Co., Cam Consulting Inc., Angelo Carvalho, Janel Rennie aka Janel Carvalho, West Edna Associates, Ltd., dba Mojave Electric, Western Surety Company, The Whiting Turner Contracting Company, Fidelity and Deposit Company Of Maryland, Travelers Casualty and Surety Company of America, Element Iron & Design, LLC, Tonia Tran, Linda Dugan, Michael Carvalho, Bernie Carvalho

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):
Order issuing preliminary injunction is appealable under NRAP 3(A)(b)

26. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

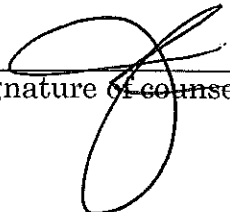
VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Cashman Equipment Company
Name of appellant

Jennifer R. Lloyd, Esq.
Name of counsel of record

November 16, 2012
Date


Signature of counsel of record

Clark County, Nevada
State and county where signed

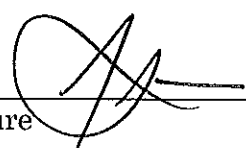
CERTIFICATE OF SERVICE

I certify that on the 16 day of November, 2012, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Brian Boschee, Esq.
Shemilly Briscoe, Esq.
COTTON, DRIGGS, ET AL.
400 S. 4th St., 3rd Fl.
Las Vegas, NV 89101

Dated this 16 day of November, 2012


Signature