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NOTC

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Attorneys for Plaintiff,

Cashman Equipment Company

COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

vs.

CASE NO.: A642583

DEPT.: 32

Consolidated with Case No.: A653029

NOTICE OF APPEAL

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; QH LAS VEGAS LLC, a foreign limited liability company; PQ LAS VEGAS, LLC, a foreign limited liability company; L W T I C SUCCESSOR LLC, an unknown limited liability company; FC/LW VEGAS, a foreign limited liability company; DOES 1 - 10, inclusive; and ROE CORPORATIONS 1 - 10, inclusive;

PEZZILLO LLOYD
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Defendants.

AND ALL RELATED MATTERS.

Comes Now, Plaintiff, CASHMAN EQUIPMENT COMPANY ("CASHMAN"), by and through its counsel of record, PEZZILLO LLOYD, and hereby gives notice that CASHMAN, pursuant to NRAP 3A(b)(3) and NRAP 4, files this Notice of Appeal, appealing to the Nevada Supreme Court from the Findings of Fact and Conclusions of Law, entered in this matter by the Honorable Judge Rob Bare on or about May 5, 2014 and noticed on May 6, 2014, a copy of which is attached hereto as Exhibit "1".

DATED: May 30, 2014

PEZZILLO LLOYD

By: _____

Jennifer R. Lloyd, Esq.
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Marisa L. Maskas, Esq.
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CERTIFICATE OF SERVICE

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on May 30, 2014, a true and correct copy of the foregoing document, **NOTICE OF APPEAL**, 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:

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

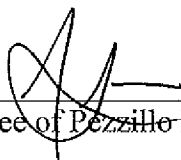
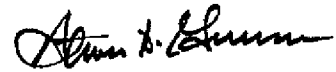

An Employee of Pezzillo Lloyd

EXHIBIT 1



CLERK OF THE COURT

1 **NOE**
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2 Nevada Bar No. 7136
Jennifer R. Lloyd, Esq.
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7 *Attorneys for Plaintiff,*
Cashman Equipment Company

8
9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 **CASHMAN EQUIPMENT COMPANY, a**
Nevada corporation,

12 **Plaintiff,**

13 **v.**

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

22 **Defendants.**

23 **AND RELATED MATTERS.**

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

14 **NOTICE OF ENTRY OF FINDINGS OF**
15 **FACT AND CONCLUSIONS OF LAW**

16 Trial Dates: January 21-24, 2014

24 **TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

25 **///**

26 **///**

27 **///**

28 **///**

1 PLEASE TAKE NOTICE that the **FINDINGS OF FACT AND CONCLUSIONS OF**
2 **LAW** was entered in the above entitled matter and filed on May 5, 2014, a copy of which is
3 attached hereto.

4 DATED: May 6, 2014

PEZZILLO LLOYD

6 By: 

Brian J. Pezzillo, Esq.

Nevada Bar No. 7136

Jennifer R. Lloyd, Esq.

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Cashman Equipment Company

14 **CERTIFICATE OF SERVICE**

15 The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies
16 that on the 6th day of May, 2014, a true and correct copy of the foregoing document, **NOTICE**
17 **OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW** was served by
18 placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada,
19 said envelope(s) addressed to:


20 Brian Boschee, Esq.

21 COTTON, DRIGGS, ET AL.

22 400 S. 4th St., 3rd Fl.

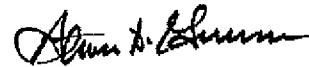
23 Las Vegas, NV 89101

Attorneys for Defendants

24 
25 An employee of PEZZILLO LLOYD
26
27
28

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CLERK OF THE COURT

1 **FFCL**

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4 Jennifer R. Lloyd, Esq.

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12 *Cashman Equipment Company*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 **CASHMAN EQUIPMENT COMPANY, a**
16 **Nevada corporation,**

17 **Plaintiff,**

18 **v.**

19 **CAM CONSULTING, INC., a Nevada**
20 **corporation; ANGELO CARVALHO, an**
21 **individual; JANEL RENNIE aka JANEL**
22 **CARVALHO, an individual; WEST EDNA**
23 **ASSOCIATES, LTD, dba MOJAVE**
24 **ELECTRIC, a Nevada corporation; WESTERN**
25 **SURETY COMPANY, a surety; THE WHITING**
26 **TURNER CONTRACTING COMPANY, a**
27 **Maryland corporation; FIDELITY AND**
28 **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)

FINDINGS OF FACT AND
CONCLUSIONS OF LAW

Trial Dates: January 21-24, 2014

AND RELATED MATTERS.

24 This case having come on for trial on January 21-24, 2014 before this Court,
25 Plaintiff/Counterdefendant CASHMAN EQUIPMENT COMPANY ("Plaintiff" or "Cashman")
26 was represented by and through its counsel, Brian J. Pezzillo, Esq. and Jennifer R. Lloyd, Esq. of
27 the law firm of Pezzillo Lloyd and Defendants/Counterclaimants WESTERN SURETY
28 COMPANY ("Western"), THE WHITING TURNER CONTRACTING COMPANY ("Whiting

Turner"), FIDELITY AND DEPOSIT COMPANY OF MARYLAND ("Fidelity"), TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("Travelers"), WEST EDNA ASSOCIATES, LTD. dba MOJAVE ELECTRIC ("Mojave"), QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor LLC, and FC/LW Vegas (collectively "Defendants") were represented by and through their counsel, Brian W. Boschee, Esq. and William N. Miller, Esq. of the law firm of Cotton, Driggs, Walsh, Holley, Woloson, & Thompson. The Court, having fully heard the testimony of the witnesses, reviewed the evidence during the trial, having considered the oral and written arguments set forth by appearing counsel at the trial, and also having read and considered the other papers and pleadings on file herein, and good cause appearing, enters the following findings of fact and conclusions of law as follows:

FINDINGS OF FACT

1. Cashman and CAM Consulting, Inc. ("CAM") entered into a contract whereby Cashman was to supply materials comprised of generators, switchgear, and associated items (the "Materials") to the New Las Vegas City Hall Project (the "Project").

2. The Project was privately owned at the time of construction, by Forest City Enterprises through a conglomerate of private entities which include PQ Las Vegas, QH Las Vegas, FC/LW Las Vegas LLC and LWTIC Successor LLC c/o Forest City Enterprises which will hereinafter be collectively referred to as "Owner" from December 2009 until February 17, 2012, when the building was transferred after construction to the City of Las Vegas, Nevada.

3. The Owner contracted with Whiting Turner to serve as the general contractor on the Project.

4. Whiting Turner contracted with Mojave to be the electrical subcontractor on the Project. Mojave's subcontract with Whiting Turner, dated February 11, 2010, is identified as Subcontract No. 12600-26A, (Exhibit 40) (the "Mojave Subcontract"). The Mojave Subcontract required Mojave to perform all electrical work (Exhibit B to the Contract, J40-012 thru 027), which included the Materials supplied to the Project by Cashman.

5. The Mojave Subcontract also required Mojave to obtain a payment bond (J40-007, para. (p)). *Id.* Mojave obtained this payment bond on dated March 2, 2010 from Western

in the amount of \$10,969,669.00 ("the Mojave Payment Bond").(Exhibit 49) The Mojave Payment Bond states that Mojave, as Principal, and Western, as surety, are bound unto Whiting Turner, as Obligee, in the amount of \$10,996,669.00, and that the bond is for the benefit of all persons supplying labor, material, rental equipment, supplies or services in the performance of the Mojave's Subcontract.

6. Cashman initially provided bids for the Materials directly to Mojave and Mojave selected Cashman to supply the Materials to the Project.

7. Mojave accepted Cashman's bid on or about January 11, 2010, and Cashman began work shortly thereafter on the submittals required for approval of the Materials.

8. Mojave then informed Cashman that the Materials needed to be supplied through a disadvantaged business entity ("DBE"), as Mojave's Subcontract suggested that Mojave utilize MBE/WBE/DBE vendors and suppliers to fulfill the Project's diversity goals.

9. Mojave issued two purchase orders to to purchase the Materials that would be supplied by Cashman for the Project on April 23, 2010. The purchase orders were issued to CAM c/o Cashman Equipment. Cashman The City of Las Vegas and the owners of the Project suggested that subcontractors use a disadvantaged business entity ("DBE") on the Project. CAM fulfilled this role for Mojave.

10. Mojave had contracted with CAM on two other projects to fulfill similar DBE requirements, one of which was prior to this Project.

11. Cashman's scope of work on the Project included preparing submittals for approval of the materials, as required by the Mojave purchase orders and responding to requests for additional information.

12. On April 29, 2010 Cashman served a Notice of Right to Lien, pursuant to NRS 108.245.

13. After the submittals were approved, Mojave sent notice to Cashman on May 24, 2010 that the Materials as detailed were approved.

14. Mojave issued a Material Release Order on August 11, 2010 to Cashman and Cashman began procuring the Materials.

1 15. Cashman served a second Notice of Right to Lien pursuant to NRS 108.245 on
2 December 7, 2010.

3 16. The Materials were delivered in a series of shipments beginning on November 18,
4 2010 with the delivery of the Mitsubishi uninterrupted power supply to Mojave. The Caterpillar
5 switchgear was delivered to Mojave on December 27, 2010. The three automatic transfer
6 switches and two batteries for the switchgear were provided to Mojave on January 5, 2011.
7 Cashman coordinated delivery of the two Caterpillar diesel generators to the Project on January
8 19-20, 2011 where they were set in place by crane

9 17. Cashman's work required some startup functions that could not be completed at
10 delivery but were to be scheduled later.

11 18. Cashman served a third Notice of Right to Lien pursuant to NRS 108.245 on
12 April 20, 2011.

13 19. Cashman served a fourth Notice of Right to Lien pursuant to NRS 108.245 on
14 April 28, 2011.

15 20. Cashman personnel were on site at the Project as needed to perform certain
16 startup and installation functions beginning January 20, 2011 and continuing until May 23, 2011.

17 21. Cashman supplied most, but not all, of the Materials through CAM after having
18 been selected to supply the Materials by Mojave, on the Project.

19 22. Prior to supplying the Materials to CAM, Cashman required CAM to sign a credit
20 agreement granting Cashman a security interest in the Materials.

21 23. Cashman caused a UCC Financing Statement to be filed with the Nevada
22 Secretary of State on February 16, 2011, identifying the Materials and all proceeds thereof.

23 24. Cashman did not file a release of the UCC Financing Statement.

24 25. After delivery of the Materials to the Project, Cashman issued two invoices to
25 CAM dated February 1, 2011 totaling \$755,893.89. On January 31, 2010, CAM issued an
26 invoice to Mojave for the Materials that had been supplied by Cashman

27 26. CAM did not pay Cashman as required by the terms of the invoice.

28 27. Cashman contacted Mojave due to CAM's failure to pay and requested that

1 Mojave issue payment for the Materials in the form of a joint check, made payable to CAM and
2 Cashman.

3 28. Mojave refused to issue a joint check as payment for the Materials.

4 29. Mojave contacted Cashman to request that Cashman provide an Unconditional
5 Waiver and Release Upon Final Payment for the Materials.

6 30. Cashman refused to provide the requested release as it had not been paid.

7 31. A meeting occurred at Mojave's offices on or about April 26, 2011 wherein
8 Mojave tendered payment to CAM for the Materials, despite the fact that CAM had not yet
9 completed all of its work on the Project.

10 32. At the same meeting, Mojave required CAM to issue payment back to Mojave
11 Systems, a division of Mojave in the amount of \$275,636.70, check no. 1032 dated April 27,
12 2011 in the amount of \$139,367.70 and check no. 1033 dated April 28, 2011 in the amount of
13 \$136,269.00 related to another project on which CAM and Mojave were contracted,

14 33. Within minutes of CAM's receipt of Mojave's payment and while still at
15 Mojave's offices, CAM provided a check to Cashman for the full amount due, \$755,893.89.

16 34. After Cashman received this check from CAM, and in exchange for this check,
17 Cashman executed an Unconditional Waiver and Release Upon Final Payment (Exhibit 4)¹
18 relating to the Materials and provided it to CAM.

19 35. Between April 26, 2011 and April 28, 2011, CAM received \$901,380.93 from
20 Mojave.

21 36. Very shortly thereafter, CAM stopped payment on the check issued to Cashman
22 and it was returned unpaid.

23 37. After receiving notice of the stop payment, Cashman attempted collection of the
24 amount owed from CAM.

25 38. CAM provided another check to Cashman, which was immediately presented at
26 the bank from which the check was drawn and the bank refused to cash the check as there were

27
28 ¹ All references to "Exhibit ____" refer to the exhibits that were admitted into evidence at the trial on January 21-24,
2014.

insufficient funds in the account.

39. Shortly thereafter CAM ceased operations and then failed to pay for Cashman for the Materials provided to the Project.

40. Not all startup functions were completed due to CAM's stopping payment on the check it issued to Cashman, notice of which was provided to Cashman on or about May 5, 2011.

41. On June 22, 2011, Cashman recorded a mechanic's lien in the amount of \$755,893.89, the Notice of Lien, against the Project as it had not received payment for the Materials supplied (Exhibit 11).

42. Thereafter, Mojave obtained a Lien Release Bond from Western on September 8, 2011 (Exhibit 39).

43. Cashman amended its complaint to seek recovery on its lien claim from this bond.

44. On January 22, 2014, Cashman recorded an Amended Notice of Lien in the amount of \$683,726.89 against the Project (Exhibit 66).

45. Any of the foregoing findings of fact that are more properly conclusions of law shall be so considered.

CONCLUSIONS OF LAW

Claims for Relief Asserted

1. At trial, before this Court were five causes of action asserted by Cashman: (1) Claim on Payment Bond against Mojave and Western (Fourteenth Cause of Action); (2) Enforcement of Mechanic's Lien Release Bond against Mojave and Western (Ninth Cause of Action); (3) Foreclosure of Security Interest against Mojave (Third Cause of Action); (4) Fraudulent Transfer (from Consolidate Case); and (5) Unjust Enrichment against the Owners (Fifteenth Cause of Action).² All of these causes of action will be discussed in turn and in the

² In its Fourth Amended Complaint, Plaintiff alleged additional causes of action. However, at trial, Plaintiff only argued five causes of action and thus, abandoned each and every other cause of action against the Defendants including the following: (1) Unjust Enrichment against Mojave (Tenth Cause of Action); (2) Contractor's Bond Claim against Mojave and Western (Eleventh Cause of Action) (3) Unjust Enrichment against Whiting Turner (Twelfth Cause of Action); and (4) Claim on Payment Bond against Whiting Turner, Fidelity, and Travelers (Thirteenth Cause of Action). Thus, these four aforementioned causes of action are dismissed with prejudice.

1 order that the Court addressed in its ruling on January 24, 2014.

2 2. **First**, in its Fourteenth Cause of Action, Cashman alleges a cause of action for
3 Claim on Payment Bond against Mojave and Western. The Court rules in favor of Mojave and
4 Western on this cause of action. Regarding Cashman's Fourteenth Cause of Action for Claim on
5 Payment Bond, the operative document is Exhibit 49 entitled "Payment Bond", which identifies
6 Mojave as the Principal and Western as the Surety. In relevant part, the Payment Bond states
7 "NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal
8 shall promptly make payments to all persons supplying labor, material, rental equipment,
9 supplies or services in the performance of said Contract and any and all modifications of said
10 Contract that may hereafter be made, then this obligation shall be null and void; otherwise it
11 shall remain in full force and effect."

12 3. Strict application of that paragraph would stand for the proposition that, all
13 payments to Cashman were not made, however, the Court finds that the defense of impossibility
14 is available to Mojave in this situation, as articulated in articulated in *Nebaco, Inc. v. Riverview*
15 *Realty Co., Inc.*, which states that "[g]enerally, the defense of impossibility is available to a
16 promisor where his performance is made impossible or highly impractical by the occurrence of
17 unforeseen contingencies . . . but if the unforeseen contingency is one which the promisor should
18 have foreseen, and for which he should have provided, this defense is unavailable to him." 87
19 Nev. 55, 57, 482 P.2d 305, 307 (1971). Here, Mojave tendered payment to the entity that it had
20 an agreement with to supply labor and materials, CAM and thus, because of the defense of
21 impossibility, the Court finds that Mojave was discharged of its duty to Cashman, even though
22 Cashman a material supplier to the Project under Mojave did not receive payment,

23 4. The defense of impossibility applies here, given that it was impossible or highly
24 impractical for Mojave to foresee that CAM and/or Mr. Carvalho would abscond with the funds
25 which made Mojave's performance impossible as to Cashman under the Payment Bond..

26 5. The Court likens the actions of Cam to an intervening cause.

27 6. The Court expressly finds that Cashman has standing to bring a claim on the
28 Payment Bond given the language of the Payment Bond, which states, on page 2, that the

1 principal and the surety agree the bond shall inure to the benefit of all persons supplying labor,
2 materials, rental equipment, supplies, or services in the performance of Mojave's contract.

3 7. The Court finds it was simply impossible for Mojave to perform under the
4 Payment Bond given what Mr. Carvalho did, therefore the Court rules in favor of Mojave and
5 Western on Cashman's cause of action for Claim on Payment Bond (Fourteenth Cause of
6 Action).

7 8. Second, in its Ninth Cause of Action, Cashman alleges a cause of action for
8 Enforcement of Mechanic's Lien Release Bond against Mojave and Western. The Court rules in
9 favor of Mojave and Western on this cause of action.

10 9. Regarding Cashman's Ninth Cause of Action for Enforcement of Mechanic's
11 Lien Release Bond, the operative documents are Exhibits 11, 66, 4, and 13. Exhibits 11 and 66
12 are the Notice of Lien and the Amended Notice of Lien, respectively. These two documents
13 stand for the proposition that Cashman had a lien in place relating to the Materials provided and
14 the Court finds that Cashman did perfect its lien claim against the Project, pursuant to the
15 requirements of NRS 108.221, et seq. and the amount of the amended lien is \$683,726.89.

16 10. The Court finds that Cashman complied with NRS 108.245 in the service of its
17 preliminary notices, and therefore, as a matter of law, there was sufficient preliminary or legal
18 notice to the owner.

19 11. However, Exhibit 4, the Unconditional Waiver and Release Upon Final Payment,
20 stands for the proposition that Cashman released any notice of lien when it provided the
21 Unconditional Waiver and Release Upon Final Payment in exchange for the check from Cam.
22 This Release states as follows: "NOTICE: THIS DOCUMENT WAIVES RIGHTS
23 UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP
24 THESE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN
25 IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A
26 CONDITIONAL RELEASE FORM"

27 12. Notwithstanding the language in the waiver and release, if the payment given in
28 exchange for the waiver or release is made by check, draft or other such negotiable instrument

1 and the same fails to clear the bank on which it is drawn for any reason, then the waiver and
2 release shall be deemed null and void and of no legal effect

3 13. However, the Court finds that the check identified as Exhibit 13-004, that Mojave
4 furnished to CAM on April 26, 2011 in the amount of \$820,261.75 is the payment. Thus, once
5 Mojave made this payment (Exhibit 13-004) to CAM, then Cashman waived and released any
6 lien it had relating to the Materials provided.

7 14. In other words, the check Mojave provided to CAM constitutes payment to
8 Cashman for purposes of the enforceability of the Unconditional Waiver and Release Upon Final
9 Payment that Cashman provided in exchange for the payment Cashman received from CAM.

10 15. Thus, the Court rules in favor of Mojave and Western on Cashman's cause of
11 action for Enforcement of Mechanic's Lien Release Bond (Ninth Cause of Action).

12 16. Third, in its Third Cause of Action, Cashman alleges a cause of action for
13 Foreclosure of Security Interest against Mojave. The Court rules in favor of Cashman on this
14 cause of action.

15 17. Regarding Cashman's Third Cause of Action for Foreclosure of Security Interest,
16 the operative documents are Exhibits 1 and 5. Exhibit 1 is the Application for Credit that
17 Cashman involved itself with Mr. Carvalho. Section 8, page 2 of this Application for Credit
18 stands for the proposition that Cashman had a security interest in the Materials provided to the
19 Project at the time the Application for Credit was signed

20 18. Cashman perfected its security interest with Exhibit 5, a UCC Financing
21 Statement. The UCC Financing Statement is sufficient and specific in identifying the Materials.

22 19. The Court finds this UCC Financing Statement is a legally binding security
23 instrument establishing a security interest inuring to the favor of Cashman in the Materials
24 provided hereto, or in this case, the value or proceeds derived from the Materials.

25 20. The value of the Materials is in Exhibit 40, the subcontract between Mojave and
26 Whiting Turner, which on page 23, identifies the value of the Materials, \$957,433 for the core
27 and shell emergency generator and \$297,559 for the UPS system.

28 21. As such, given that Cashman perfected its security interest in the Materials, the

1 Court rules in favor of Cashman on its cause of action for Foreclosure of Security Interest against
2 Mojave (Third Cause of Action) in the amount set forth below..

3 22. Fourth, in its cause of action from the consolidated case, Cashman alleges a
4 cause of action for Fraudulent Transfer. The Court rules in favor of Mojave on this cause of
5 action,

6 ...

7 Regarding Cashman's cause of action for Fraudulent Transfer, NRS 112.180 states:

8 1. A transfer made or obligation incurred by a debtor is fraudulent
9 as to a creditor, whether the creditor's claim arose before or after the
10 transfer was made or the obligation was incurred, if the debtor made
the transfer or incurred the obligation:

11 (a) With actual intent to hinder, delay or defraud any creditor
12 of the debtor, or

13 (b) Without receiving a reasonably equivalent value in
exchange for the transfer or obligation, and the debtor:

14 (1) Was engaged or was about to engage in a business
15 or a transaction for which the remaining assets of the
16 debtor were unreasonably small in relation to the
business or transaction; or

17 (2) Intended to incur, or believed or reasonably should
18 have believed that the debtor would incur, debts
beyond his or her ability to pay as they became due.

19 Further, NRS 112.190 states:

20 1. A transfer made or obligation incurred by a debtor is fraudulent
21 as to a creditor whose claim arose before the transfer was made or the
22 obligation was incurred if the debtor made the transfer or incurred the
23 obligation without receiving a reasonably equivalent value in
24 exchange for the transfer or obligation and the debtor was insolvent at
that time or the debtor became insolvent as a result of the transfer or
obligation.

25 2. A transfer made by a debtor is fraudulent as to a creditor whose
26 claim arose before the transfer was made if the transfer was made to
27 an insider for an antecedent debt, the debtor was insolvent at that
time, and the insider had reasonable cause to believe that the debtor
was insolvent.

28 23. Cashman's claim for fraudulent transfer fails because Mojave had no real inside

1 complicity with CAM.

2 24. The Court finds that there must be complicity between Mojave and CAM in order
3 for Cashman to prevail on its claim for Fraudulent Transfer.

4 25. As such, given that Mojave had no real inside complicity with CAM, the Court
5 rules in favor of Mojave on Cashman's cause of action for Fraudulent Transfer.

6 26. Fifth, in its Fifteenth Cause of Action, Cashman alleges a cause of action for
7 Unjust Enrichment against the Owners. The Court rules in favor of Cashman on this cause of
8 action, as long as Cashman puts the codes in (i.e. provides them and implements them).

9 27. "Unjust enrichment is the unjust retention . . . of money or property of another
10 against the fundamental principles of justice or equity and good conscience." *Topaz Mut. Co.*
11 *Inc. v. Marsh*, 108 Nev. 845, 856, 839 P.2d 606, 613 (1992) (citations omitted); *see also Coury v.*
12 *Robison*, 115 Nev. 84, 90, 976 P.2d 518, 521 (1999) (citations omitted) ("[u]njust enrichment
13 occurs whenever a person has and retains a benefit which in equity and good conscience belongs
14 to another. Unjust enrichment is the unjust retention of a benefit to the loss of another."). This
15 cause of action "exists when the Cashman confers a benefit on the defendant, the defendant
16 appreciates such benefit, and there is 'acceptance and retention by the defendant of such benefit
17 under circumstances such that it would be inequitable for him to retain the benefit without
18 payment of the value thereof.'" *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, __ Nev. __,
19 283 P.3d 250, 257 (2012) (citations omitted).

20 28. Regarding Cashman's cause of action for unjust enrichment against the owners,
21 this Court rules in favor of Cashman as long as Cashman provides, implements, and actually puts
22 in the codes at issue. Thus, as long as Cashman provides, implements, and actually puts in the
23 codes at issue, Cashman is entitled to the amount in the escrow account, which is \$86,600.00.

24 29. At trial, before this Court was one cause of action, a defense counterclaim,
25 asserted by Defendants: (1) Misrepresentation (Third Claim for Relief). The Court rules in favor
26 of Cashman on this cause of action.³

27
28 ³ In Defendants' Answer to Fourth Amended Complaint, Counterclaim against Cashman Equipment Company and
Crossclaim against CAM Consulting, Inc. and Angelo Carvalho, Defendants alleged two other causes of action

30. “Under Nevada law, the elements of the tort of negligent misrepresentation are: (a) a representation that is false; (b) this representation was made in the course of the defendant’s business, or in any action in which he has a pecuniary interest; (c) the representation was for the guidance of others in their business transactions; (d) the representation was justifiably relied upon; (e) this reliance resulted in pecuniary loss to the relying party; and (f) the defendant failed to exercise reasonable care or competence in obtaining or communicating the information.” *Ideal Elec. Co. v. Flowserve Corp.*, 357 F.Supp.2d 1248, 1255 (D. Nev. 2005). Here, even though this defense counterclaim is essentially moot, as this Court ruled in favor of Mojave and Western on the cause of action for Enforcement of Mechanic’s Lien Release Bond (Ninth Cause of Action), this Court further holds that Cashman did not make a misrepresentation as to any matter including its notice of liens.

31. As such, given that Cashman did not make any misrepresentations as to any matter relating to its notice of liens, the Court rules in favor of Cashman on Defendants' cause of action for misrepresentation.

32. In summary, and relating to the claims for relief before this Court: (a) this Court finds in favor of Cashman on its claims for Foreclosure of Security Interest against Mojave (Third Cause of Action) and Unjust Enrichment against the Owners (Fifteenth Cause of Action); (b) this Court finds in favor of Mojave and/or Western on Cashman's claims for Claim on Payment Bond against Mojave and Western (Fourteenth Cause of Action), Enforcement of Mechanic's Lien Release Bond against Mojave and Western (Ninth Cause of Action), and Fraudulent Transfer (from Consolidated Case); (c) this Court finds in favor of Cashman on Mojave's defense counterclaim for Misrepresentation (Third Claim for Relief).

Equitable Fault Relating to Contracting with CAM

33. As the Court ruled in favor of Cashman on its Third Cause of Action, Cashman is in a position to collect the amount owed, as provided in its lien, \$683,726.89, less any amount

_____ (continued)
against Plaintiff for: (1) Breach of Contract (First Claim for Relief); and (2) Breach of Implied Covenant of Good Faith and Fair Dealing (Second Claim for Relief). However, at trial, Defendants only argued one cause of action for misrepresentation and thus, abandoned these other two aforementioned causes of action. Thus, these two aforementioned causes of action are dismissed with prejudice.

1 Cashman would receive from the escrow account for finalizing the codes.

2 34. However, this Court has analyzed the evidence in front of it and makes a
3 determination that both Cashman and Mojave bear some responsibility of fault for what CAM
4 and/or Mr. Carvalho did in this action (i.e. absconded with the funds that Mojave provided,
5 which were supposed to be paid to Cashman for the Materials Cashman provided to the Project).
6 More specifically, as far as equitable fault here, and even though this Court notes that both
7 Mojave and Cashman are innocent victims here, this Court finds that Cashman is sixty-seven
8 percent (67%) responsible and Mojave is thirty-three percent (33%) responsible for Cam and Mr.
9 Carvalho's actions.

10 35. As an initial note regarding equitable fault of the parties, this Court holds that
11 both Mojave and Cashman had to use a DBE here, CAM, and thus, neither Mojave nor Cashman
12 bears any fault regarding having to contract with a DBE for the Project.

13 36. Cashman is sixty-seven percent (67%) equitably at fault because; (1) Mr. Fergen,
14 Mojave's vice president of project development, presented three options to Cashman of potential
15 certified DBEs: CAM, Nedco, and Codale. Cashman, when presented with these three options,
16 made the decision to go forward and contract with CAM on the Project. As such, there were
17 options given by Mojave and Cashman made the decision to use CAM here; (2) months before
18 CAM and/or Mr. Carvalho absconded with the funds, Cashman had an opportunity to identify
19 credit problems with CAM; Cashman identified some of these credit problems and this is why
20 Cashman did not want to extend credit to CAM which inures some responsibility here; (3)
21 Mojave had dealt with CAM on a couple of other projects (i.e. the Las Vegas Metro Project and
22 the Nevada Energy Project noted above), and Mojave should have reasonably concluded that
23 CAM and/or Mr. Carvalho was doing what he was supposed to do in those sorts of scenarios;(4)
24 Mojave, as a courtesy, arranged the meeting with Cashman and CAM to allow Cashman to
25 figure him out because CAM would be in the middle of Mojave and Cashman.

26 37. Mojave is thirty-three percent (33%) responsible for CAM and Mr. Carvalho's
27 actions here because, among other things; (1) Cashman requested that Mojave issue a joint check
28 to both Cashman and CAM, and Mojave said no to that request; even though this Court is not

1 sure a joint check would not have necessarily solved the problem, but Cashman's request was a
2 good request and Mojave takes some responsibility for saying no, when they could have gone to
3 Whiting Turner and presented Cashman's request and given that Mojave had issued a joint check
4 to QED and CAM;; and (2) the payment made to CAM, that was not made to Cashman for the
5 Materials, initiated with Mojave, which gives Mojave some responsibility.

6 **Damages**

7 38. Since Cashman is the prevailing party on its claims for Foreclosure of Security
8 Interest against Mojave (Third Cause of Action) and Unjust Enrichment against the Owners
9 (Fifteenth Cause of Action), Cashman is entitled to a damages amount.

10 39. The formula for calculating this amount of damages is the following: (The amount
11 of the Amended Notice of Lien (Exhibit 66) minus the amount in escrow, which will be released
12 to Cashman after the codes are finalized) times the percentage of Mojave's fault that was set
13 forth in the equitable analysis above. Hence, this equates to the following formula:
14 $(\$683,726.89 - \$86,600.00) * .33 = \$197,051.87$.

15 40. Any proceeds from the criminal case of Mr. Carvalho (in the Eighth Judicial
16 District Court, in and for Clark County, Nevada, Case No: C-12-283210-1 (the "Criminal
17 Case"), which is effect any and all restitution that comes out of the Criminal Case, will be
18 equally split 50/50 between Cashman and Mojave.

19 41. In regards to the property located at 6321 Little Elm St. N. Las Vegas, Nevada,
20 APN #124-29-110-099 (the "Property"), this Court is confirming its prior holding in its Findings
21 of Fact and Conclusions of Law and Order on Cashman Equipment Company's Motion for
22 Summary Judgment against Janel Rennie aka Janel Carvalho filed with this Court on June 14,
23 2013 (the "June 14, 2013 FFCL") that awarded the Property to Cashman.

24 42. At trial, the Defendants have requested a "setoff" calculation of approximately
25 \$62,710.53 (see Exhibit 65 minus the battery invoice for \$79,721.31 (Exhibit 65-015)), for
26 Mojave's costs Mojave alleges to have incurred on the Project after Cashman decided to stop
27 work on the Project due to not receiving payment for the Materials. The Court finds for the
28 Cashman on Defendant's claim for "setoff" pursuant to NRS §624.626(9) which states "[u]o

1 lower-tiered subcontractor or his or her lower-tiered subcontractors or suppliers, or their
2 respective sureties, may be held liable for any delays or damages that an owner or higher-tiered
3 contractor may suffer as a result of the lower-tiered subcontractor and his or her lower-tiered
4 subcontractors and suppliers stopping their work or the provision of materials or equipment or
5 terminating an agreement for a reasonable basis in law or fact and in accordance with this
6 section." This Court finds that Cashman had a reasonable basis in law or fact to stop working on
7 the Project, after not receiving payment for the Materials as required.

8 43. Any of the foregoing conclusions of law that are more properly findings of fact
9 shall be so considered.

10 ORDER

11 Based upon the foregoing, and other good cause appearing:

12 IT IS HEREBY ORDERED that, as to Cashman's Causes of Action for Foreclosure of
13 Security Interest against Mojave (Third Cause of Action) and Unjust Enrichment against the
14 Owners Cashman conditioned upon the installation of the codes(Fifteenth Cause of Action), this
15 Court finds in favor of Cashman.

16 IT IS HEREBY FURTHER ORDERED that, as to Cashman's Causes of Action for
17 Claim on Payment Bond against Mojave and Western (Fourteenth Cause of Action),
18 Enforcement of Mechanic's Lien Release Bond against Mojave and Western (Ninth Cause of
19 Action), and Fraudulent Transfer (from Consolidate Case), this Court finds in favor of Mojave
20 and Western.

21 IT IS HEREBY FURTHER ORDERED that, as to Mojave's defense counterclaim for
22 Misrepresentation (Third Claim for Relief), this Court finds in favor of Cashman.

23 IT IS HEREBY FURTHER ORDERED that, as to Mojave's request for a "setoff", this
24 Court finds in favor of Cashman.

25 IT IS HEREBY FURTHER ORDERED that this Court awards Cashman \$197,051.87,
26 on its Third Cause of Action, which is calculated as the following: (the amount of the Amended
27 Notice of Lien minus the amount in escrow, if Cashman finalizes the codes) times the percentage
28 of Mojave's fault that was set forth in the equitable analysis above.

1 IT IS HEREBY FURTHER ORDERED that this Court awards Cashman the entire
2 amount remaining in the escrow account, \$86,600, on its Fifteenth Cause of Action to be paid
3 after Cashman installs the codes;

4 IT IS HEREBY FURTHER ORDERED that any proceeds from the Criminal Case (i.e.
5 any and all restitution that comes out of the Criminal Case) will be equally split 50/50 between
6 Cashman and Mojave.

7 IT IS HEREBY FURTHER ORDERED that this Court will address any issues of
8 attorneys' fees, costs, and prejudgment interest through post decision motions that may be filed
9 with the Court.

10 IT IS HEREBY FURTHER ORDERED that after this Findings of Fact and Conclusions
11 of Law is filed, the parties will submit a judgment to this effect accordingly.

12 DATED this 5 day of May, 2014.


13 
14 DISTRICT COURT JUDGE

15 ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

16 Respectfully submitted by:

17 Dated this 30 day of April, 2014.

18 PEZZILLO LLOYD

19
20 
21 BRIAN J. PEZZILLO, ESQ. (NBN 7136)
22 JENNIFER R. LLOYD, ESQ. (NBN 9617)
23 6725 Via Austi Parkway, Suite 290
24 Las Vegas, Nevada 89119
25 Attorneys for Plaintiff Cashman Equipment
26 Company
27
28

CASE SUMMARY

CASE NO. A-11-642583-C

Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

§
§
§
§
§
§

Location: Department 32
Judicial Officer: Bare, Rob
Filed on: 06/03/2011
Cross-Reference Case Number: A642583
Supreme Court No.: 61715

CASE INFORMATION

Related Cases

A-11-653029-C (Consolidated)

Case Type: Breach of Contract
Subtype: Building and Construction

Case Flags: Consolidated - Lead Case
Appealed to Supreme Court
Arbitration Exemption Granted
Case Note

*West Edna has made an appearance
under the dba Mojave Electric LV
10/26/11 - jra*

DATE

CASE ASSIGNMENT

Current Case Assignment






Case Number A-11-642583-C
Court Department 32
Date Assigned 06/03/2011
Judicial Officer Bare, Rob

PARTY INFORMATION

Plaintiff	Cashman Equipment Company	<i>Lead Attorneys</i> Lloyd-Robinson, Jennifer R. <i>Retained</i> 702-233-4225(W)
Defendant	CAM Consulting Inc	
	Carvalho, Angelo	
	FC/LW Vegas, LLC	Boschee, Brian W. <i>Retained</i> 702-791-0308(W)
	Fidelity and Deposit Company of Maryland	Boschee, Brian W. <i>Retained</i> 702-791-0308(W)
	L W T I C Successor LLC	Boschee, Brian W. <i>Retained</i> 702-791-0308(W)
	Mojave Electric LV LLC	
	RC/LW Vegas LLC	
	Rennie, Janel	Coleman, Edward S. <i>Retained</i> 702-699-9000(W)
	Western Surety Company	Boschee, Brian W. <i>Retained</i> 7027910308(W)
	Whiting Turner Contracting Company	Boschee, Brian W.















DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C

		<i>Retained</i> 7027910308(W)
Counter Claimant	Travelers Casualty and Surety Company of America	Boschee, Brian W. <i>Retained</i> 702-791-0308(W)
	West Edna Associates Ltd	Boschee, Brian W. <i>Retained</i> 702-791-0308(W)
	Western Surety Company	Boschee, Brian W. <i>Retained</i> 7027910308(W)
	Whiting Turner Contracting Company	Boschee, Brian W. <i>Retained</i> 7027910308(W)
Counter Defendant	Cashman Equipment Company	Lloyd-Robinson, Jennifer R. <i>Retained</i> 702-233-4225(W)
Cross Claimant	West Edna Associates Ltd	Boschee, Brian W. <i>Retained</i> 702-791-0308(W)
	Western Surety Company	Boschee, Brian W. <i>Retained</i> 7027910308(W)
	Whiting Turner Contracting Company	Boschee, Brian W. <i>Retained</i> 7027910308(W)
Cross Defendant	CAM Consulting Inc	
	Carvalho, Angelo	

DATE	EVENTS & ORDERS OF THE COURT	INDEX
06/03/2011	Case Opened	
06/03/2011	 Complaint Filed By: Plaintiff Cashman Equipment Company <i>Complaint</i>	
06/03/2011	 Initial Appearance Fee Disclosure Filed By: Plaintiff Cashman Equipment Company <i>Initial Appearance Fee Disclosure</i>	
06/10/2011	 Motion for Leave to File Party: Plaintiff Cashman Equipment Company <i>Motion For Leave to Conduct Limited Discovery and Request For Order Shortening Time</i>	
06/15/2011	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>	
06/17/2011	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>	

CASE SUMMARY














CASE NO. A-11-642583-C

06/20/2011	 Motion for Leave (9:00 AM) (Judicial Officer: Bare, Rob) <i>Motion For Leave to Conduct Limited Discovery and Request For Order Shortening Time</i>
06/24/2011	 Order Filed By: Plaintiff Cashman Equipment Company <i>Order</i>
07/11/2011	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order</i>
07/25/2011	 Amended Complaint Filed By: Plaintiff Cashman Equipment Company <i>Amended Complaint</i>
07/25/2011	 Lis Pendens Filed By: Plaintiff Cashman Equipment Company <i>Lis Pendens</i>
07/25/2011	 Lis Pendens Filed By: Plaintiff Cashman Equipment Company <i>Lis Pendens</i>
09/01/2011	 Ex Parte Motion Filed By: Plaintiff Cashman Equipment Company <i>Ex Parte Motion to Serve Defendant Cam Consulting, Inc. by Publication Pursuant to NRC P 4 (e)</i>
09/28/2011	 Stipulation and Order Filed by: Plaintiff Cashman Equipment Company <i>Stipulation and Order to Amend Complaint</i>
09/29/2011	 Affidavit of Attempted Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Attempted Service on Cam Consulting Inc.</i>
09/29/2011	 Affidavit of Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Service on Angelo Carvalho</i>
09/29/2011	 Affidavit of Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Service on Janel Rennie aka Janel Carvalho</i>
09/29/2011	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Stipulation and Order to Amend Complaint</i>
09/30/2011	 Amended Complaint Filed By: Plaintiff Cashman Equipment Company <i>Second Amended Complaint</i>
10/06/2011	 Affidavit of Attempted Service Filed By: Plaintiff Cashman Equipment Company

CASE SUMMARY













CASE NO. A-11-642583-C

Affidavit of Attempted Service re: Cam Consulting

10/06/2011	 Affidavit of Attempted Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Attempted Service re: Cam Consulting, Inc.</i>
10/10/2011	 Acceptance of Service Filed By: Plaintiff Cashman Equipment Company <i>Acceptance of Service</i>
10/10/2011	 Errata Filed By: Plaintiff Cashman Equipment Company <i>Errata to Second Amended Complaint</i>
10/18/2011	 Ex Parte Motion Filed By: Plaintiff Cashman Equipment Company <i>Ex Parte Motion to Deem Cam Consulting, Inc. Served or in the Alternative Motion to Enlarge Time For Service</i>
10/21/2011	 Acceptance of Service Filed By: Plaintiff Cashman Equipment Company <i>Acceptance of Service</i>
10/26/2011	 Answer and Counterclaim Filed By: Defendant Mojave Electric LV LLC <i>Answer to Second Amended Complaint, Counterclaim against Cashman Equipment Company and Crossclaim Against CAM Consulting</i>
10/26/2011	 Initial Appearance Fee Disclosure Filed By: Defendant Mojave Electric LV LLC <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
10/26/2011	 Three Day Notice to Plead Filed By: Plaintiff Cashman Equipment Company <i>Three Day Notice to Plead on Janel Rennie aka Janel Carvalho</i>
10/26/2011	 Three Day Notice to Plead Filed By: Plaintiff Cashman Equipment Company <i>Three Day Notice to Plead on Angelo Carvalho</i>
10/27/2011	 Amended Answer Filed By: Defendant Mojave Electric LV LLC <i>Amended Answer to Second Amended Complaint, Counterclaim against Cashman Equipment Company and Crossclaim against CAM Consulting, Inc. and Angelo Carvalho</i>
10/28/2011	 Motion to Dismiss Filed By: Defendant Rennie, Janel <i>Motion to Dismiss Defendant Janel Rennie</i>
10/28/2011	 Certificate of Mailing Filed By: Defendant CAM Consulting Inc <i>Certificate of Mailing</i>
10/31/2011	 Initial Appearance Fee Disclosure














CASE SUMMARY

CASE NO. A-11-642583-C

	<p>Filed By: Defendant Rennie, Janel <i>Initial Appearance Fee Disclosure Rennie</i></p>
11/09/2011	<p> Order Filed By: Plaintiff Cashman Equipment Company <i>Order</i></p>
11/10/2011	<p> Errata Filed By: Defendant Mojave Electric LV LLC <i>Errata to Amended Answer to Second Amended Complaint, Counterclaim Against Cashman Equipment Company and Crossclaim against CAM Consulting, Inc. and Angelo Carvalho</i></p>
11/15/2011	<p> Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order</i></p>
11/16/2011	<p> Initial Appearance Fee Disclosure Filed By: Defendant Fidelity and Deposit Company of Maryland <i>Initial Appearance Fee Disclosure</i></p>
11/17/2011	<p> Opposition to Motion to Dismiss Filed By: Plaintiff Cashman Equipment Company <i>CASHMAN EQUIPMENT COMPANY'S OPPOSITION TO MOTION TO DISMISS AS TO DEFENDANT JANEL RENNIE aka JANEL CARVALHO</i></p>
11/21/2011	<p> Response Filed by: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Response to West Edna Associates, LTD. dba Mojave Electric's Counterclaim</i></p>
11/22/2011	<p> Summons Filed by: Plaintiff Cashman Equipment Company <i>Summons</i></p>
11/29/2011	<p> Notice of Early Case Conference Filed By: Plaintiff Cashman Equipment Company <i>Notice of Early Case Conference</i></p>
12/05/2011	<p> Motion to Dismiss (9:00 AM) (Judicial Officer: Bare, Rob) Events: 10/28/2011 Motion to Dismiss <i>Motion to Dismiss Defendant Janel Rennie</i></p>
12/08/2011	<p> Ex Parte Application Party: Plaintiff Cashman Equipment Company <i>Plaintiff's Ex Parte Application for Writ of Attachment Against Defendants Cam Consulting, Inc. and Angelo Carvalho Without Notice and Hearing Pursuant to NRS 31.107</i></p>
12/12/2011	<p> Answer to Amended Complaint Filed By: Defendant Rennie, Janel <i>Answer to Second Amended Complaint</i></p>
12/19/2011	<p> Joint Case Conference Report Filed By: Plaintiff Cashman Equipment Company <i>Joint Case Conference Report</i></p>

CASE SUMMARY

CASE NO. A-11-642583-C

12/19/2011	 Order Denying Motion Filed By: Defendant Rennie, Janel <i>Order Denying Motion to Dismiss as to Defendant Janel Rennie aka Janel Carvalho</i>
12/23/2011	 Commissioners Decision on Request for Exemption - Granted <i>Commissioner s Decision on Request for Exemption</i>
01/04/2012	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Denying Motion to Dismiss as to Defendant Janel Rennie aka Janel Carvalho</i>
01/06/2012	 Order Granting Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Plaintiff's Ex Parte Application For Writ Of Attachment Against Defendants Cam Consulting, Inc. And Angelo Carvalho Without Notice And Hearing Pursuant To NRS 31.017</i>
01/09/2012	 Affidavit of Due Diligence Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Due Diligence</i>
01/11/2012	 Motion to Consolidate Filed By: Counter Claimant West Edna Associates Ltd <i>Motion to Consolidate on an Order Shortening Time</i>
01/11/2012	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice Of Entry Of Order Granting Plaintiff's Ex Parte Application For Writ Of Attachment Against Defendants Cam Consulting, Inc. And Angelo Carvalho Without Notice And Hearing Pursuant To NRS 31.017</i>
01/17/2012	 Certificate of Service Filed by: Counter Claimant West Edna Associates Ltd <i>Certificate of Service</i>
01/18/2012	 Summons Filed by: Plaintiff Cashman Equipment Company Party served: Defendant CAM Consulting Inc <i>Summons - Cam Consulting Inc</i>
01/18/2012	 Summons Filed by: Plaintiff Cashman Equipment Company Party served: Defendant CAM Consulting Inc <i>Summons - Cam Consulting Inc</i>
01/19/2012	 Affidavit of Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Service</i>
01/24/2012	 Notice of Posting Bond Filed By: Plaintiff Cashman Equipment Company <i>Notice of Posting Bond</i>
01/25/2012	 Receipt of Copy

CASE SUMMARY

CASE NO. A-11-642583-C


Filed by: Defendant CAM Consulting Inc
Receipt of Copy

01/25/2012


 Certificate of Service

Filed by: Defendant CAM Consulting Inc
Certificate of Service

01/27/2012

 **Motion to Consolidate** (9:00 AM) (Judicial Officer: Bare, Rob)
Motion to Consolidate on an Order Shortening Time


01/31/2012

 Scheduling Order
Scheduling Order


01/31/2012

 Order Granting Motion
 Filed By: Plaintiff Cashman Equipment Company
Order Granting Motion to Consolidate on an Order Shortening Time


02/02/2012

 Notice of Entry of Order
 Filed By: Defendant CAM Consulting Inc
Notice of Entry of Order

02/02/2012

 Motion to Dismiss
 Filed By: Other Committee To Elect Richard Cherchio
Defendant Committee to Elect Richard Cherchio's Motion to Dismiss


02/03/2012

 Notice of Hearing
 Filed By: Other Committee To Elect Richard Cherchio
Notice of Hearing re Defendant Committee to Elect Richard Cherchio's Motion to Dismiss


02/03/2012

 Default
 Filed By: Plaintiff Cashman Equipment Company
Default of Cam Consulting Inc.


02/06/2012

 Notice of Entry of Default
 Party: Plaintiff Cashman Equipment Company
Notice of Entry of Default on Cam Consulting, Inc.


02/15/2012

 Notice of Change of Address
 Filed By: Plaintiff Cashman Equipment Company
Notice of Change of Address

02/21/2012

 Order Setting Civil Non-Jury Trial
Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call


02/21/2012

 Opposition to Motion to Dismiss
 Filed By: Plaintiff Cashman Equipment Company
Cashman Equipment Company's Opposition To Defendant Committee To Elect Richard Cherchio's Motion To Dismiss





02/21/2012

 Arbitration File













02/27/2012

 Notice of Dismissal
A653029 Notice of Dismissal of Defendant Swang Carvalho

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C












03/01/2012	 Affidavit of Attempted Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Attempted Service re: Cam Consulting, Inc., A Nevada Corporation</i>
03/01/2012	 Affidavit of Due Diligence Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Due Diligence re: Cam Consulting, Inc., A Nevada Corporation</i>
03/01/2012	 Affidavit of Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Service</i>
03/09/2012	 Motion for Summary Judgment Filed By: Defendant CAM Consulting Inc <i>Motion for Summary Judgment</i>
03/12/2012	 Motion to Dismiss (9:00 AM) (Judicial Officer: Bare, Rob) <i>Defendant Committee to Elect Richard Cherchio's Motion to Dismiss</i>
03/12/2012	 Notice of Motion Filed By: Defendant Mojave Electric LV LLC <i>Notice of Motion</i>
03/16/2012	 Ex Parte Motion Filed By: Plaintiff Cashman Equipment Company <i>Ex parte Motion to Enlarge Service Period Pursuant to NRCP 4(i) and 6(b)(2)</i>
03/19/2012	 Motion to Amend Complaint Filed By: Plaintiff Cashman Equipment Company <i>Plaintiff's Motion to Amend Complaint</i>
03/22/2012	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
03/27/2012	 Order Granting Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Ex Parte Motion to Enlarge Service Period Pursuant to NRCP 4(i) and 6(b)(2)</i>
03/30/2012	 Notice of Entry of Order <i>Notice of Entry of Order on Defendant Committee to Elect Richard Cherchio's Motion to Dismiss</i>
04/09/2012	 Default Filed By: Plaintiff Cashman Equipment Company <i>Default on Angelo Carvalho</i>
04/10/2012	 Stipulation and Order Filed by: Plaintiff Cashman Equipment Company <i>Stipulation and Order to Continue Hearing on Motion for Summary Judgment and Hearing on Motion to Amend Complaint</i>

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C

04/12/2012	 Default Filed By: Plaintiff Cashman Equipment Company <i>Default on Cam Consulting</i>
04/13/2012	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
04/13/2012	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Stipulation and Order to Continue Hearing on Motion For Summary Judgment and Hearing on Motion to Amend Complaint</i>
04/13/2012	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Granting Ex Parte Motion to Enlarge Service Period Pursuant to NRC P 4(i) and 6(b)(2)</i>
04/13/2012	 Notice of Entry of Default Party: Plaintiff Cashman Equipment Company <i>Notice of Entry of Default of Angelo Carvalho</i>
04/13/2012	 Notice of Entry of Default Party: Plaintiff Cashman Equipment Company <i>Notice of Entry of Default of Cam Consulting</i>
04/23/2012	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Opposition to Motion for Summary Judgment</i>
04/30/2012	 Ex Parte Motion Filed By: Plaintiff Cashman Equipment Company <i>Ex Parte Motion to Serve Defendant Bernie Carvalho by Publication Pursuant to NRC P 4(e)</i>
04/30/2012	 Affidavit of Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Service</i>
05/02/2012	 Memorandum of Costs and Disbursements Filed By: Plaintiff Cashman Equipment Company <i>Memorandum of Costs and Disbursements</i>
05/02/2012	 Reply to Opposition Filed by: Counter Claimant West Edna Associates Ltd <i>Defendants' Reply to Plaintiff's Opposition to Defendants' Motion for Summary Judgment</i>
05/07/2012	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Bare, Rob) <i>Defendant's Motion for Summary Judgment</i>
05/07/2012	Motion to Amend Complaint (9:00 AM) (Judicial Officer: Bare, Rob) <i>Plaintiff's Motion to Amend Complaint</i>
05/07/2012	 All Pending Motions (9:00 AM) (Judicial Officer: Bare, Rob)

CASE SUMMARY














CASE NO. A-11-642583-C

05/09/2012	 Order Granting Motion Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Ex Parte Motion to Serve Defendant Bernie Carvalho by Publication Pursuant to NRCP 4(e)</i>
05/15/2012	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Granting Ex Parte Motion to Serve Defendant Bernie Carvalho by Publication Pursuant to NRCP 4(e)</i>
05/21/2012	 Supplemental Joint Case Conference Report
05/22/2012	 Notice of Change of Address Filed By: Defendant Rennie, Janel <i>Notice of Change of Address</i>
05/23/2012	 Order Denying Motion Filed By: Plaintiff Cashman Equipment Company <i>Order Denying Defendants' Motion for Summary Judgment Without Prejudice</i>
05/23/2012	 Order Granting Motion Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Cashman Equipment Company's Motion to Amend Complaint</i>
05/24/2012	 Amended Complaint Filed By: Plaintiff Cashman Equipment Company <i>Third Amended Complaint</i>
05/25/2012	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Granting Cashman Equipment Company's Motion to Amend Complaint</i>
05/25/2012	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Denying Defendant's Motion for Summary Judgment Without Prejudice</i>
06/01/2012	 Application for Default Judgment Party: Plaintiff Cashman Equipment Company <i>Application for Default Judgment Against Cam Consulting, Inc.</i>
06/05/2012	 Application for Default Judgment Party: Plaintiff Cashman Equipment Company <i>Application for Default Judgment Against Angelo Carvalho</i>
06/11/2012	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
06/15/2012	 Ex Parte Motion Filed By: Plaintiff Cashman Equipment Company <i>Ex Parte Motion to Serve Defendant Angelo Carvalho by Publication Pursuant to NRCP 4(e) and to Enlarge Service Period Pursuant to NRCP 4(i) and 6(b)(2)</i>

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C







06/26/2012	 Order Granting Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Ex Parte Motion to Serve Defendant Angelo Carvalho by Publication Pursuant to NRCP 4(e) and to Enlarge Service Period Pursuant to NRCP 4(i) and 6(b)(2)</i>
06/27/2012	 Answer to Amended Complaint Filed By: Defendant Rennie, Janel <i>Answer to Third Amended Complaint</i>
06/28/2012	 Answer to Amended Complaint Filed By: Counter Claimant Travelers Casualty and Surety Company of America <i>Answer to Third Amended Complaint, Counterclaim Against Cashman Equipment Company and Crossclaim Against CAM Consulting, Inc. and Angelo Carvalho</i>
06/28/2012	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Travelers Casualty and Surety Company of America <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
07/05/2012	 Notice of Hearing Filed By: Plaintiff Cashman Equipment Company <i>Notice of Hearing on Applications for Default Judgment as to Cam Consulting, Inc. and Angelo Carvalho</i>
07/06/2012	 Summons Filed by: Plaintiff Cashman Equipment Company <i>Summons on Third Amended Complaint- Travelers</i>
07/09/2012	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Granting Ex Parte Motion to Serve Defendant Angelo Carvalho by Publication Pursuant to NRCP 4(e) and to Enlarge Service Period Pursuant to NRCP 4(i) and 6(b)(2)</i>
07/11/2012	 Stipulation and Order Filed by: Plaintiff Cashman Equipment Company <i>Stipulation and Order for Extension of Time to Complete Discovery (First Request)</i>
07/16/2012	 Notice of Entry Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Stipulation and Order for Extension of Time to Complete Discovery (First Request)</i>
07/18/2012	 Receipt of Copy Filed by: Counter Claimant West Edna Associates Ltd <i>Receipt of Copy</i>
07/18/2012	 Motion Filed By: Counter Claimant West Edna Associates Ltd <i>Counterclaimants' Motion for Mandatory Injunction to Procure Codes on Order Shortening Time or in the Alternative Application for Writ of Possession</i>
07/18/2012	 Receipt of Copy Filed by: Counter Claimant West Edna Associates Ltd <i>Receipt of Copy</i>

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C

07/18/2012	 Receipt of Copy Filed by: Counter Claimant West Edna Associates Ltd <i>Receipt of Copy</i>
07/20/2012	 Answer to Counterclaim Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Response to West Edna Associates, Ltd., dba Mojave Electric's Counterclaim</i>
07/23/2012	 Affidavit of Due Diligence Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Due Diligence</i>
07/23/2012	 Affidavit of Attempted Service Filed By: Defendant CAM Consulting Inc <i>Affidavit of Attempted Service</i>
07/23/2012	 Affidavit of Attempted Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Attempted Service</i>
07/23/2012	 Affidavit of Attempted Service Filed By: Defendant CAM Consulting Inc <i>Affidavit of Attempted Service</i>
07/23/2012	 Affidavit of Due Diligence Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Due Diligence</i>
07/23/2012	 Affidavit of Attempted Service Filed By: Defendant CAM Consulting Inc <i>Affidavit of Attempted Service</i>
07/23/2012	 Affidavit of Attempted Service Filed By: Defendant CAM Consulting Inc <i>Affidavit of Attempted Service</i>
07/23/2012	 Affidavit of Attempted Service Filed By: Defendant CAM Consulting Inc <i>Affidavit of Attempted Service</i>
07/24/2012	 Ex Parte Motion Filed By: Counter Claimant West Edna Associates Ltd <i>Ex Parte Motion To Serve Crossdefendant Angelo Carvalho By Publication Or, In The Alternative, Request For An Order Compelling Release of Residential Information</i>
07/26/2012	 Opposition Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Opposition to Motion for Injunctive Relief or Writ of Possession</i>
07/30/2012	 Receipt of Copy Filed by: Plaintiff Cashman Equipment Company

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C


Receipt of Copy

07/31/2012	 Reply to Opposition Filed by: Defendant Mojave Electric LV LLC <i>Reply to Cashman Equipment Company's Opposition to Motion for Injunctive Relief or Writ of Possession</i>
08/01/2012	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant West Edna Associates Ltd <i>Notice of Entry of Stipulation and Order</i>
08/01/2012	 Notice of Entry of Order Filed By: Counter Claimant West Edna Associates Ltd <i>Notice of Entry of Order</i>
08/01/2012	 Stipulation and Order Filed by: Counter Claimant West Edna Associates Ltd <i>Stipulation and Order for Confidentiality and Protection</i>
08/01/2012	 Order for Service by Publication Filed By: Counter Claimant West Edna Associates Ltd <i>Order Granting Defendants' Ex Parte Motion To Serve Crossdefendant Angelo Carvalho By Publication Or, In The Alternative, Request For An Order Compelling Release Of Residential Information</i>
08/03/2012	 Motion (9:00 AM) (Judicial Officer: Bare, Rob) <i>Counterclaimants' Motion for Mandatory Injunction to Procure Codes on Order Shortening Time or in the Alternative Application for Writ of Possession</i>
08/06/2012	 Affidavit of Posting Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Posting</i>
08/06/2012	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call</i>
08/06/2012	 Affidavit of Service Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Service (Cam Consulting)</i>
08/09/2012	 Notice of Posting Bond Filed By: Counter Claimant West Edna Associates Ltd <i>Notice of Posting Security Bond</i>
08/09/2012	 Supplement Filed by: Plaintiff Cashman Equipment Company <i>Supplement to the Application for Default Judgment Against Angelo Carvalho</i>
08/09/2012	 Supplement Filed by: Plaintiff Cashman Equipment Company <i>Supplement to the Application for Default Judgment Against Cam Consulting, Inc.</i>
08/10/2012	 Motion for Default Judgment (9:00 AM) (Judicial Officer: Bare, Rob) <i>Plaintiff's Hearing on Applications for Default Judgment as to Cam Consulting, Inc. and</i>












CASE SUMMARY

CASE NO. A-11-642583-C

Angelo Carvalho

08/10/2012	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
08/10/2012	 Findings of Fact, Conclusions of Law and Order Filed By: Counter Claimant West Edna Associates Ltd; Defendant Mojave Electric LV LLC; Defendant Western Surety Company; Defendant Whiting Turner Contracting Company; Defendant Fidelity and Deposit Company of Maryland <i>Findings of Fact and Conclusions of Law Based Upon Counterclaimants Motion to Procure Codes</i>
08/13/2012	 Notice of Entry of Order Filed By: Counter Claimant West Edna Associates Ltd <i>Notice of Entry of Order</i>
08/16/2012	 Three Day Notice to Plead Filed By: Plaintiff Cashman Equipment Company <i>Three Day Notice to Plead on Defendant Angelo Carvalho</i>
08/21/2012	 Supplemental Filed by: Plaintiff Cashman Equipment Company <i>Second Supplement to the Application for Default Judgment Against Cam Consulting, Inc.</i>
08/21/2012	 Supplemental Filed by: Plaintiff Cashman Equipment Company <i>Second Supplement to the Application for Default Judgment Against Angelo Carvalho</i>
08/22/2012	 Reporters Transcript <i>Transcript of Proceeding: Counterclaimants' Motion for Mandatory Injunction to Procure Codes on Order Shortening Time or in the Alternative Application for Writ of Possession (August 3, 2012)</i>
08/29/2012	 Motion Filed By: Plaintiff Cashman Equipment Company <i>Motion for Reconsideration of Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for Order Shortening Time</i>
08/29/2012	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
08/30/2012	 Receipt of Copy Filed by: Plaintiff Cashman Equipment Company <i>Receipt of Copy</i>
08/30/2012	 Motion for Summary Judgment Filed By: Counter Claimant West Edna Associates Ltd <i>Motion for Summary Judgment of Surety Payment and License Bond Claims</i>
08/30/2012	 Certificate of Mailing Filed By: Defendant CAM Consulting Inc <i>Certificate of Mailing</i>

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C


08/31/2012	 Affidavit of Publication Filed By: Plaintiff Cashman Equipment Company <i>Affidavit of Publication</i>
09/07/2012	 Opposition to Motion Filed By: Counter Claimant West Edna Associates Ltd <i>Opposition to Motion for Reconsideration of Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for Order Shortening Time</i>
09/11/2012	 Minute Order (3:00 AM) (Judicial Officer: Bare, Rob)
09/11/2012	Default Judgment Plus 18% (Judicial Officer: Bare, Rob) Debtors: CAM Consulting Inc (Defendant) Creditors: Cashman Equipment Company (Plaintiff) Judgment: 09/11/2012, Docketed: 09/18/2012 Total Judgment: 786,727.88
09/11/2012	Default Judgment (Judicial Officer: Bare, Rob) Debtors: Angelo Carvalho (Defendant) Creditors: Cashman Equipment Company (Plaintiff) Judgment: 09/11/2012, Docketed: 09/18/2012 Total Judgment: 864,165.38
09/11/2012	 Default Judgment Filed By: Plaintiff Cashman Equipment Company <i>Default Judgment Against Defendant Angelo Carvalho</i>
09/11/2012	 Default Judgment Filed By: Plaintiff Cashman Equipment Company <i>Default Judgment Against Defendant Cam Consulting, Inc.</i>
09/13/2012	 Notice of Appeal Filed By: Plaintiff Cashman Equipment Company <i>Notice of Appeal</i>
09/17/2012	 Motion Filed By: Counter Claimant West Edna Associates Ltd <i>Motion To Expunge Or Reduce Mechanic's Lien</i>
09/17/2012	 Motion For Reconsideration (9:00 AM) (Judicial Officer: Bare, Rob) <i>Counter-Defendant Cashman Equipment Co.'s Motion for Reconsideration of Order Granting in Part Counterclaimant's Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for Order Shortening Time</i>
09/18/2012	 Case Appeal Statement Filed By: Plaintiff Cashman Equipment Company <i>Case Appeal Statement</i>
09/19/2012	 Notice of Posting of Cost Bond Filed By: Plaintiff Cashman Equipment Company <i>Notice of Posting of Cost Bond</i>
09/19/2012	 Opposition and Countermotion

CASE SUMMARY

CASE No. A-11-642583-C

Filed By: Plaintiff Cashman Equipment Company
*CASHMAN EQUIPMENT COMPANY'S OPPOSITION TO MOTION FOR SUMMARY
 JUDGMENT OF SURETY PAYMENT AND LICENSE BOND CLAIMS AND
 COUNTERMOTION FOR SUMMARY JUDGMENT*

09/20/2012

 Certificate of Mailing

Filed By: Plaintiff Cashman Equipment Company
Certificate of Mailing

09/24/2012

 Receipt of Copy

Filed by: Plaintiff Cashman Equipment Company
Receipt of Copy

09/25/2012

 Notice of Change of Firm Name


Filed By: Plaintiff Cashman Equipment Company
Notice of Change of Firm Name

09/26/2012

 Application for Entry of Default

Filed By: Counter Claimant West Edna Associates Ltd
Application for Entry of Default

09/26/2012

 Affidavit in Support


Filed By: Counter Claimant West Edna Associates Ltd
Affidavit of Shemilly A. Briscoe, Esq., in Support of Application for Entry of Default

09/26/2012

 Application for Entry of Default

Filed By: Counter Claimant West Edna Associates Ltd
Application for Entry of Default

09/26/2012

 Affidavit in Support


Filed By: Counter Claimant West Edna Associates Ltd
Affidavit of Shemilly A. Briscoe, Esq., in Support of Application for Entry of Default

09/28/2012

 Notice of Motion

Filed By: Defendant Mojave Electric LV LLC
Notice of Motion

09/28/2012

 Certificate of Mailing

Filed By: Plaintiff Cashman Equipment Company
Certificate of Mailing

09/28/2012

 Motion to Stay

Filed By: Plaintiff Cashman Equipment Company
*Motion to Stay or Suspend Order Granting in Part Counterclaimants' Motion for Preliminary
 Injunction to Procure Codes and Request for Order Shortening Time*

10/01/2012

 Receipt of Copy














Filed by: Plaintiff Cashman Equipment Company
Receipt of Copy

10/01/2012

 Opposition to Motion

Filed By: Counter Claimant West Edna Associates Ltd
*Opposition To Cashman's Motion To Stay Or Suspend Order Granting In Part
 Counterclaimants' Motion For Preliminary Injunction to Procure Codes And Request For
 Order Shortening Time*

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C

10/03/2012	 Receipt of Copy Filed by: Defendant Mojave Electric LV LLC <i>Receipt of Copy</i>
10/05/2012	 Certificate of Mailing Filed By: Counter Claimant West Edna Associates Ltd <i>Certificate of Mailing</i>
10/05/2012	 Motion to Stay (9:00 AM) (Judicial Officer: Bare, Rob) <i>Plaintiff's Motion to Stay or Suspend Order Granting in Part Counterclaimant's Motion for Preliminary Injunction to Procure Codes and Request for Order Shortening Time</i>
10/08/2012	 Amended Filed By: Counter Claimant West Edna Associates Ltd <i>Amended Application for Entry of Default</i>
10/08/2012	 Amended Affidavit Filed By: Counter Claimant West Edna Associates Ltd <i>Amended Affidavit Of Shemilly A. Briscoe, Esq. In Support Of Application For Entry Of Default</i>
10/11/2012	 Stipulation and Order Filed by: Counter Claimant West Edna Associates Ltd <i>Stipulation and Order to Move October 15, 2012 Hearing</i>
10/15/2012	 Notice of Entry of Stipulation and Order Filed By: Defendant Western Surety Company <i>Notice of Entry of Stipulation and Order</i>
10/16/2012	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
10/16/2012	 Proof of Service Filed by: Plaintiff Cashman Equipment Company <i>Proof of Service</i>
10/17/2012	 Amended Affidavit of Service Party: Plaintiff Cashman Equipment Company <i>Amended Affidavit of Service</i>
10/17/2012	 Amended Affidavit Filed By: Plaintiff Cashman Equipment Company <i>Amended Affidavit of Posting</i>
10/22/2012	 Reply to Opposition Filed by: Counter Claimant West Edna Associates Ltd <i>Reply To Cashman Equipment Company's Opposition To Motion For Summary Judgment Of Surety Payment And License Bond Claims And Opposition To Countermotion For Summary Judgment</i>
10/24/2012	 Motion Filed By: Plaintiff Cashman Equipment Company

CASE SUMMARY

CASE NO. A-11-642583-C




Motion for Certification of Default Judgments Against Defendants Cam Consulting and Angelo Carvalho as Being Final

10/25/2012	 Opposition Filed By: Plaintiff Cashman Equipment Company <i>CASHMAN EQUIPMENT COMPANY'S OPPOSITION TO MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN</i>
10/29/2012	 Default Filed By: Counter Claimant West Edna Associates Ltd <i>Default</i>
10/30/2012	 Notice of Hearing Filed By: Plaintiff Cashman Equipment Company <i>Notice of Hearing on Motion for Certification of Default Judgments Against Defendants Cam Consulting and Angelo Carvalho as Being Final</i>
10/30/2012	 Notice of Entry of Default Party: Counter Claimant West Edna Associates Ltd <i>Notice of Entry of Default</i>
10/31/2012	 Motion to Amend Complaint Filed By: Plaintiff Cashman Equipment Company <i>Motion to Amend Complaint</i>
11/01/2012	 Order Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Plaintiff's Motion to Stay or Suspend Order Granting in Part Counterclaimant's Motion for Preliminary Injunction to Procure Codes</i>
11/02/2012	 Affidavit in Support Filed By: Counter Claimant West Edna Associates Ltd <i>Affidavit Of Brian Bugni In Support Of The Motion To Expunge Or Reduce Mechanic's Lien</i>
11/02/2012	 Affidavit in Support Filed By: Counter Claimant West Edna Associates Ltd <i>Affidavit Of Nancy Briseno-Rivera In Support Of The Motion To Expunge Or Reduce Mechanic's Lien</i>
11/02/2012	 Reply to Opposition Filed by: Counter Claimant West Edna Associates Ltd <i>Reply To Cashman Equipment Company's Opposition To Motion To Expunge Or Reduce Mechanic's Lien</i>
11/02/2012	 Reply in Support Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Reply in Support of Countermotion for Summary Judgment</i>
11/02/2012	 Notice of Entry Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Granting Plaintiff's Motion to Stay or Suspend Order Granting in part Counterclaimant's Motion for Preliminary injunction to procure codes</i>
11/02/2012	 Opposition to Motion Filed By: Defendant Rennie, Janel

CASE SUMMARY














CASE NO. A-11-642583-C

Opposition and Objection to Motion For Certification of Default Judgment Against Defendants Cam Consulting and Angelo Carvalho

11/07/2012	 Notice of Hearing Filed By: Plaintiff Cashman Equipment Company <i>Notice of Hearing on Motion to Amend Complaint</i>
11/07/2012	 Notice of Posting Bond Filed By: Plaintiff Cashman Equipment Company <i>Notice of Posting Bond</i>
11/09/2012	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Bare, Rob) 11/09/2012, 04/16/2013 <i>Defendant's Motion for Summary Judgment of Surety Payment and License Bond Claims</i>
11/09/2012	Opposition and Countermotion (9:00 AM) (Judicial Officer: Bare, Rob) 11/09/2012, 04/16/2013 <i>Cashman Equipment Company's Opposition To Motion For Summary Judgment Of Surety Payment And License Bond Claims And Countermotion For Summary Judgment</i>
11/09/2012	Motion (9:00 AM) (Judicial Officer: Bare, Rob) 11/09/2012, 04/16/2013 <i>Defendant's Motion to Expunge or Reduce Mechanic's Lien</i>
11/09/2012	 All Pending Motions (9:00 AM) (Judicial Officer: Bare, Rob)
11/19/2012	 Opposition to Motion Filed By: Counter Claimant West Edna Associates Ltd <i>Opposition To Motion To Amend Complaint</i>
11/29/2012	 Joinder to Opposition to Motion Filed by: Defendant Rennie, Janel <i>Joinder to Opposition to Motion to Amend Complaint by Defendants Jamel Rennie and Linda Dugan</i>
12/07/2012	 Default Filed By: Plaintiff Cashman Equipment Company <i>Default on Defendant Angelo Carvalho</i>
12/10/2012	 Reply in Support Filed By: Plaintiff Cashman Equipment Company <i>Reply in Support of Motion for Certification of Default Judgments against Defendants CAM Consulting and Angelo Carvalho as being Final</i>
12/13/2012	 Notice of Entry of Default Party: Defendant Western Surety Company <i>Notice of Entry of Default</i>
12/13/2012	 Default Filed By: Counter Claimant West Edna Associates Ltd <i>Default</i>
12/17/2012	 Reply in Support Filed By: Plaintiff Cashman Equipment Company <i>Reply in Support of Plaintiff's Motion to Amend Complaint</i>












CASE SUMMARY

CASE NO. A-11-642583-C

12/17/2012	 Motion (9:00 AM) (Judicial Officer: Bare, Rob) <i>Plaintiff Cashman Equipment Co.'s Motion for Certification of Default Judgments Against Defendants Cam Consulting and Angelo Carvalho as Being Final</i>
12/21/2012	 Motion to Amend (9:00 AM) (Judicial Officer: Bare, Rob) <i>Plaintiff's Motion to Amend Complaint</i>
01/08/2013	 Order Granting Motion Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Plaintiff's Motion to Amend Complaint</i>
01/08/2013	 Order Granting Motion Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Motion for Certification of Default Judgments Against Defendants Cam Consulting and Angelo Carvalho as Being Final</i>
01/09/2013	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Granting Plaintiff's Motion to Amend Complaint</i>
01/09/2013	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Granting Motion for Certification of Default Judgments Against Defendants Cam Consulting and Angelo Carvalho as Being Final</i>
01/10/2013	 Amended Complaint Filed By: Plaintiff Cashman Equipment Company <i>Fourth Amended Complaint</i>
01/11/2013	 Recorders Transcript of Hearing <i>Recorder's Transcript of: All Pending Motions November 9, 2012</i>
01/17/2013	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing of Fourth Amended Complaint</i>
01/18/2013	CANCELED Pretrial/Calendar Call (11:00 AM) (Judicial Officer: Bare, Rob) <i>Vacated - per Commissioner</i>
01/22/2013	 Acceptance of Service Filed By: Plaintiff Cashman Equipment Company <i>Acceptance of Service- LWTIC Successor, LLC</i>
01/22/2013	 Acceptance of Service Filed By: Plaintiff Cashman Equipment Company <i>Acceptance of Service- FC/LW Vegas</i>
01/22/2013	 Acceptance of Service Filed By: Plaintiff Cashman Equipment Company <i>Acceptance of Service- PQ Las Vegas, LLC</i>
01/22/2013	 Acceptance of Service Filed By: Plaintiff Cashman Equipment Company <i>Acceptance of Service- QH Las Vegas, LLC</i>












CASE SUMMARY

CASE NO. A-11-642583-C

01/30/2013	 Answer to Amended Complaint Filed By: Defendant Rennie, Janel <i>Defendant Janel Rennie's Answer to Fourth Amended Complaint</i>
01/31/2013	 Receipt of Copy Filed by: Plaintiff Cashman Equipment Company <i>Receipt of Copy</i>
02/04/2013	 Proof of Service Filed by: Plaintiff Cashman Equipment Company <i>Proof of Service</i>
02/04/2013	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Bare, Rob) <i>Vacated - per Commissioner</i>
02/07/2013	 Answer and Counterclaim Filed By: Counter Claimant West Edna Associates Ltd <i>Answer To Fourth Amended Complaint, Counterclaim Against Cashman Equipment Company And Crossclaim Against CAM Consulting, Inc. And Angelo Carvalho</i>
02/07/2013	 Motion to Dismiss Filed By: Other QH Las Vegas, LLC <i>QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor LLC, And FC/LW Vegas' Motion To Dismiss, Or In The Alternative, Motion For Summary Judgment</i>
02/08/2013	 Initial Appearance Fee Disclosure Filed By: Other QH Las Vegas, LLC <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
02/11/2013	 Certificate of Mailing Filed By: Counter Claimant West Edna Associates Ltd <i>Certificate of Mailing</i>
02/25/2013	 Motion for Summary Judgment Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Motion for Summary Judgment Against West Edna Associates, LTD. dba Mojave Electric and Western Surety Company on the Payment Bond Claim</i>
02/27/2013	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
02/28/2013	 Motion for Summary Judgment Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Motion for Summary Judgment Against Janel Rennie AKA Janel Carvalho</i>
02/28/2013	 Motion for Summary Judgment Filed By: Plaintiff Cashman Equipment Company <i>CASHMAN EQUIPMENT COMPANY'S MOTION FOR SUMMARY JUDGMENT AGAINST ELEMENT IRON & DESIGN, LLC OR IN THE ALTERNATIVE MOTION TO STRIKE ELEMENT IRON & DESIGN, LLC'S ANSWER FOR FAILURE TO COMPLY WITH NRCP 16.1</i>












CASE SUMMARY

CASE NO. A-11-642583-C

03/01/2013	 Supplement to Motion for Summary Judgment Filed by: Plaintiff Cashman Equipment Company <i>Supplement to Cashman Equipment Company's Motion for Summary Judgment Against Janel Rennie aka Janel Carvalho</i>
03/01/2013	 Notice Filed By: Defendant Mojave Electric LV LLC <i>Notice of Disassociation of Shenilly A. Briscoe, Esq.</i>
03/06/2013	 Supplement to Motion for Summary Judgment Filed by: Plaintiff Cashman Equipment Company <i>Supplement to Cashman Equipment Company's Motion for Summary Judgment Against Element Iron & Design, LLC or in the Alternative Motion to Strike Element Iron & Design, LLC's Answer for Failure to Comply With NRCP 16.1</i>
03/06/2013	 Stipulation and Order Filed by: Plaintiff Cashman Equipment Company <i>Stipulation and Order to Extend Briefing Schedule and Continue Hearing Date</i>
03/06/2013	 Opposition to Motion to Dismiss Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Opposition to QH Las Vegas, LLC PQ Las Vegas, LLC LWTIC Successor LLC and FC/LW Vegas Motion to Dismiss or in the Alternative, Motion for Summary Judgment</i>
03/07/2013	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
03/11/2013	 Stipulation and Order Filed by: Plaintiff Cashman Equipment Company <i>Stipulation and Order to Continue QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC and FC/LW Vegas' Motion to Dismiss or in the Alternative, Motion for Summary Judgment</i>
03/13/2013	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Stipulation and Order to Extend Briefing Schedule and Continue Hearing Date</i>
03/13/2013	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Stipulation and Order to Continue QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC and FC/LW Vegas' Motion to Dismiss or in The Alternative, Motion For Summary Judgment</i>
03/15/2013	 Opposition to Motion Filed By: Counter Claimant West Edna Associates Ltd <i>Defendants' Opposition to Plaintiff's Motion for Summary Judgment Against West Edna Associates, Inc. dba Mojave Electric and Western Surety Company on the Payment Bond</i>
03/18/2013	 Supplement Filed by: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Supplement to its Countermotion for Summary Judgment on its Payment Bond and Mechanics Lien Claims</i>







CASE SUMMARY

CASE NO. A-11-642583-C

03/19/2013	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
03/21/2013	 Opposition to Motion For Summary Judgment Filed By: Defendant Rennie, Janel <i>Opposition to Motion for Summary Judgment Against Defendant Janel Rennie a/k/a Janel Carvalho</i>
03/26/2013	 Motion to Withdraw As Counsel <i>Motion to Withdraw as Attorney of Record for Defendant, Element Iron & Design, LLC, a Nevada Limited Liability Company</i>
04/02/2013	 Supplement Filed by: Counter Claimant West Edna Associates Ltd <i>Defendants' Supplement to Motion to Expunge Lien and Opposition to Motion for Summary Judgment as to Lien and Bond Claims</i>
04/04/2013	 Reply in Support Filed By: Plaintiff Cashman Equipment Company <i>Reply in Support of Cashman Equipment Company's Motion for Summary Judgment Against Janel Rennie aka Janel Carvalho</i>
04/04/2013	 Notice of Non Opposition Filed By: Plaintiff Cashman Equipment Company <i>Notice of Non Opposition to Cashman Equipment Company's Motion for Summary Judgment Against Element Iron & Design, LLC or in the Alternative Motion to Strike Element Iron & Design, LLC's Answer for Failure to Comply with NRC P 16.1</i>
04/05/2013	 Reply in Support Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Reply in Support of Its Motion for Summary Judgment Against West Edna Associates, LTD dba Mojave Electric and Western Surety Company on The Payment Bond Claim</i>
04/05/2013	 Supplement Filed by: Plaintiff Cashman Equipment Company <i>Supplement to Cashman Equipment Company's Supplement to Its Countermotion for Summary Judgment on Its Payment Bond and Mechanic's Lien Claims</i>
04/05/2013	 Reply to Opposition Filed by: Counter Claimant West Edna Associates Ltd <i>QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTC Successor, LLC and FC/LW Las Vegas' Reply to Plaintiff's Opposition to Motion to Dismiss, or in the Alternative, Motion for Summary Judgment</i>
04/05/2013	 Stipulation and Order Filed by: Plaintiff Cashman Equipment Company <i>Stipulation and Order to Continue Cashman Equipment Company's Motion for Summary Judgment Against West Edna Associates, LTD dba Mojave Electric and Western Surety Company on the Payment Bond Claim</i>
04/08/2013	 Default Filed By: Plaintiff Cashman Equipment Company <i>Default on Defendant Michael Carvalho</i>

CASE SUMMARY

CASE NO. A-11-642583-C

04/08/2013	 Default Filed By: Plaintiff Cashman Equipment Company <i>Default on Defendant Bernie Carvalho</i>
04/11/2013	Motion to Dismiss (9:00 AM) (Judicial Officer: Bare, Rob) Events: 02/07/2013 Motion to Dismiss <i>QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor LLC, And FC/LW Vegas' Motion To Dismiss, Or In The Alternative, Motion For Summary Judgment</i>
04/11/2013	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Bare, Rob) 04/11/2013, 04/16/2013 Events: 02/25/2013 Motion for Summary Judgment <i>Cashman Equipment Company's Motion for Summary Judgment Against West Edna Associates, LTD. dba Mojave Electric and Western Surety Company on the Payment Bond Claim</i>
04/11/2013	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Bare, Rob) Events: 02/28/2013 Motion for Summary Judgment <i>Cashman Equipment Company's Motion for Summary Judgment Against Janel Rennie AKA Janel Carvalho</i>
04/11/2013	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Bare, Rob) Events: 02/28/2013 Motion for Summary Judgment <i>Cashman Equipment Company's Motion For Summary Judgment Against Element Iron & Design, Llc Or In The Alternative Motion To Strike Element Iron & Design, Llc's Answer For Failure To Comply With Nrcp 16.1</i>
04/11/2013	 All Pending Motions (9:00 AM) (Judicial Officer: Bare, Rob)
04/15/2013	 Notice of Entry of Default Party: Plaintiff Cashman Equipment Company <i>Notice of Entry of Default of Michael Carvalho</i>
04/15/2013	 Notice of Entry of Default Party: Plaintiff Cashman Equipment Company <i>Notice of Entry of Default of Bernie Carvalho</i>
04/15/2013	 Notice of Entry of Default Party: Plaintiff Cashman Equipment Company <i>Notice of Entry of Default of Angelo Carvalho</i>
04/16/2013	 All Pending Motions (9:00 AM) (Judicial Officer: Bare, Rob)
04/17/2013	 Order Rescheduling Pretrial Conference <i>Order Rescheduling Pretrial/Calendar Call</i>
04/26/2013	 Motion to Withdraw as Counsel (3:00 AM) (Judicial Officer: Bare, Rob) Events: 03/26/2013 Motion to Withdraw As Counsel <i>Motion to Withdraw as Attorney of Record for Defendant, Element Iron & Design, LLC, a Nevada Limited Liability Company</i>
05/02/2013	CANCELED Pretrial/Calendar Call (11:00 AM) (Judicial Officer: Bare, Rob) <i>Vacated - per Stipulation and Order</i>
05/03/2013	 Order Denying Motion Filed By: Plaintiff Cashman Equipment Company <i>Order Denying Western Surety Company and West Edna Associates, LTD, dba Mojave</i>

CASE SUMMARY

CASE NO. A-11-642583-C

Electric's Motion to Expunge or Reduce Mechanic's Lien

05/03/2013

 Order Denying Motion

Filed By: Plaintiff Cashman Equipment Company
Order Denying Cashman Equipment Company's Motion for Summary Judgment Against West Edna Associates, LTD. dba Mojave Electric and Western Surety Company on the Payment Bond Claim

05/03/2013

 Order Denying Motion

Filed By: Plaintiff Cashman Equipment Company
Order Denying West Edna Associates, LTD., dba Mojave Electric, Western Surety Company, The Whiting Turner Contracting Company, Travelers Casualty and Surety Company of America and Fidelity and Deposit Company of Maryland's Motion for Summary Judgment of Surety Payment and License Bond Claims, and Cashman Equipment Company's Counter-motion for Summary Judgment

05/03/2013

 Order Denying Motion


Filed By: Plaintiff Cashman Equipment Company
Order Denying QH Las Vegas, LLC, PQ Las Vegas, LLC LWTIC Successor LLC and FC/LW Vegas' Motion to Dismiss or in the Alternative, Motion for Summary Judgment

05/06/2013

 Notice of Entry of Order

Filed By: Plaintiff Cashman Equipment Company
Notice of Entry of Order Denying West Edna Associates, LTD., dba Mojave Electric, Western Surety Company, The Whiting Turner Contracting Company, Travelers Casualty and Surety Company of America and Fidelity and Deposit Company of Maryland's Motion for Summary Judgment of Surety Payment and License Bond Claims, and Cashman Equipment Company's Counter-motion for Summary Judgment

05/06/2013

 Notice of Entry of Order


Filed By: Plaintiff Cashman Equipment Company
Notice of Entry of Order Denying Cashman Equipment Company's Motion for Summary Judgment Against West Edna Associates, LTD. dba Mojave Electric and Western Surety Company on the Payment Bond Claim

05/06/2013

 Notice of Entry of Order


Filed By: Plaintiff Cashman Equipment Company
Notice of Entry of Order Denying Western Surety Company and West Edna Associates, LTD. dba Mojave Electric's Motion to Expunge or Reduce Mechanic's Lien

05/06/2013

 Notice of Entry of Order

Filed By: Plaintiff Cashman Equipment Company
Notice of Entry of Order Denying QH Las Vegas, LLC, PQ Las Vegas, LLC LWTIC Successor LLC and FC/LW Vegas' Motion to Dismiss or in the Alternative, Motion for Summary Judgment

05/14/2013

 Order to Withdraw as Attorney of Record

A653029 Order on Motion to Withdraw as Attorney of Record for Defendant, Element Iron & Design, LLC, A Nevada Limited Liability Company

05/15/2013

 Notice of Entry of Order












Filed By: Plaintiff Cashman Equipment Company
Notice of Entry of Order on Motion to Withdraw as Attorney of Record for Defendant, Element Iron & Design, LLC, A Nevada Limited Liability Company

05/20/2013

CANCELED Bench Trial (1:30 PM) (Judicial Officer: Bare, Rob)
Vacated - per Stipulation and Order











CASE SUMMARY

CASE NO. A-11-642583-C

05/21/2013	 Stipulation and Order Filed by: Plaintiff Cashman Equipment Company <i>Stipulation and Order to Continue Trial Date (First Request)</i>
05/31/2013	 Motion for Attorney Fees and Costs Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275</i>
06/03/2013	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
06/03/2013	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Stipulation and Order to Continue Trial Date (First Request)</i>
06/05/2013	 Application for Default Judgment Party: Plaintiff Cashman Equipment Company <i>Application for Default Judgment Against Defendant Michael Carvalho</i>
06/05/2013	 Application for Default Judgment Party: Plaintiff Cashman Equipment Company <i>Application for Default Judgment Against Defendant Bernie Carvalho</i>
06/07/2013	 Application for Default Judgment Party: Plaintiff Cashman Equipment Company <i>Application for Default Judgment Against Defendant Tonia Tran</i>
06/11/2013	 Answer Filed By: Other QH Las Vegas, LLC <i>QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor LLC, And FC/LW Vegas' Answer To Fourth Amended Complaint</i>
06/14/2013	 Findings of Fact, Conclusions of Law and Order Filed By: Plaintiff Cashman Equipment Company <i>Findings of Fact and Conclusions of Law and Order on Cashman Equipment Company's Motion for Summary Judgment Against Janel Rennie AKA Janel Carvalho</i>
06/14/2013	Summary Judgment (Judicial Officer: Bare, Rob) Debtors: Janel Rennie (Defendant) Creditors: Cashman Equipment Company (Plaintiff) Judgment: 06/14/2013, Docketed: 06/21/2013 Satisfaction: Satisfaction of Judgment
06/20/2013	 Opposition to Motion Filed By: Counter Claimant West Edna Associates Ltd <i>Opposition to Cashman Equipment Company's Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275</i>
06/24/2013	 Findings of Fact, Conclusions of Law and Order Filed By: Plaintiff Cashman Equipment Company <i>A653029 Findings of Fact and Conclusions of Law and Order Granting Cashman Equipment Company's Motion for Summary Judgment Against Element Iron & Design, LLC or in the Alternative Motion to Strike Element Iron & Design, LLC's Answer for Failure to Comply with NRCP 16.1</i>












CASE SUMMARY

CASE NO. A-11-642583-C













07/02/2013	 Reply in Support Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Reply in Support of Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275</i>
07/03/2013	 Notice of Entry Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Findings of Fact and Conclusions of Law and Order on Cashman Equipment Company's Motion for Summary Judgment Against Janel Rennie aka Janel Carvalho</i>
07/03/2013	 Notice of Entry Filed By: Plaintiff Cashman Equipment Company <i>A653029 Notice of Entry of Findings of Fact and Conclusions of Law and Order Granting Cashman Equipment Company's Motion for Summary Judgment Against element Iron & Design, LLC or in the Alternative Motion to Strike Element Iron & Design, LLC's Answer for Failure to Comply With NRCP 16.1</i>
07/11/2013	 Motion for Attorney Fees and Costs (9:00 AM) (Judicial Officer: Bare, Rob) Events: 05/31/2013 Motion for Attorney Fees and Costs <i>Cashman Equipment Company's Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275</i>
09/03/2013	 Motion Filed By: Plaintiff Cashman Equipment Company <i>Motion to Certify Judgment Against Defendant Janel Rennie aka Janel Carvalho as being Final Pursuant to NRCP 54(B)</i>
09/04/2013	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
09/06/2013	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Non-Jury Trial, Pre-trial/Calendar Call</i>
09/12/2013	 Ex Parte Application Party: Plaintiff Cashman Equipment Company <i>Ex Parte Application for Order Shortening Time on Plaintiff's Motion to Certify Judgment Against Defendant Janel Rennie aka Janel Carvalho as Being Final Pursuant to NRCP 54 (b)</i>
09/19/2013	 Pretrial/Calendar Call (11:00 AM) (Judicial Officer: Bare, Rob)
09/20/2013	Order (Judicial Officer: Bare, Rob) Debtors: Mojave Electric LV LLC (Defendant), Western Surety Company (Defendant), FC/LW Vegas, LLC (Defendant), L W T I C Successor LLC (Defendant), Whiting Turner Contracting Company (Defendant), Fidelity and Deposit Company of Maryland (Defendant) Creditors: Cashman Equipment Company (Plaintiff) Judgment: 09/20/2013, Docketed: 09/30/2013 Total Judgment: 10,165.16
09/20/2013	 Order Granting Motion Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Cashman Equipment Company's Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275</i>

CASE SUMMARY

CASE NO. A-11-642583-C








09/24/2013	 Notice of Entry of Order Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Granting Cashman Equipment Company's Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275</i>
10/01/2013	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Non-Jury Trial, Pre-trial/Calendar Call</i>
10/03/2013	 Certificate of Mailing Filed By: Plaintiff Cashman Equipment Company <i>Certificate of Mailing</i>
10/07/2013	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Bare, Rob) <i>Vacated</i>
10/17/2013	 Notice of Entry Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Order Granting Plaintiff's Motion to Certify Judgment Against Defendant Janel Rennie aka Janel Carvalho as being final pursuant to NRCP 54(b)</i>
10/17/2013	 Motion (9:00 AM) (Judicial Officer: Bare, Rob) Events: 09/03/2013 Motion <i>Plaintiff's Motion to Certify Judgment Against Defendant Janel Rennie aka Janel Carvalho as being Final Pursuant to NRCP 54(B)</i>
10/17/2013	 Order Filed By: Plaintiff Cashman Equipment Company <i>Order Granting Plaintiff's Motion to Certify Judgment Against Defendant Janel Rennie aka Janel Carvalho as Being Final Pursuant to NRCP 54(b)</i>
10/17/2013	Judgment (Judicial Officer: Bare, Rob) Debtors: Janel Rennie (Defendant) Creditors: Cashman Equipment Company (Plaintiff) Judgment: 10/17/2013, Docketed: 12/03/2013
10/18/2013	 Stipulation and Order Filed by: Plaintiff Cashman Equipment Company <i>A653029 Stipulation and Order for Dismissal of Linda Dugan with Prejudice</i>
10/21/2013	 Notice of Entry Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Stipulation and Order for Dismissal of Linda Dugan with Prejudice</i>
10/31/2013	 Pretrial/Calendar Call (11:00 AM) (Judicial Officer: Bare, Rob)
11/12/2013	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Bare, Rob) <i>Vacated</i>
12/05/2013	 Stipulation and Order Filed by: Plaintiff Cashman Equipment Company <i>Stipulation and Order to Continue Trial Date (Second Request)</i>
12/06/2013	 Notice of Entry Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Stipulation and Order to Continue Trial Date (Second Request)</i>

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C

01/06/2014	CANCELED Bench Trial (9:00 AM) (Judicial Officer: Bare, Rob) <i>Vacated - per Secretary</i>
01/16/2014	 Brief Filed By: Counter Claimant West Edna Associates Ltd <i>Defendants' Trial Brief</i>
01/16/2014	 Joint Pre-Trial Memorandum Filed By: Plaintiff Cashman Equipment Company <i>Joint Pre-Trial Memorandum</i>
01/16/2014	 Brief Filed By: Plaintiff Cashman Equipment Company <i>Plaintiff's Trial Brief</i>
01/21/2014	 Bench Trial (1:00 PM) (Judicial Officer: Bare, Rob) 01/21/2014-01/24/2014
01/21/2014	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Bare, Rob) <i>Vacated - On in Error</i>
01/31/2014	 Recorders Transcript of Hearing <i>Transcript of Proceedings Bench Trial - Day 1, Tuesday, January 21, 2014</i>
01/31/2014	 Recorders Transcript of Hearing <i>Transcript of Proceedings Bench Trial - Day 2 January 22, 2014</i>
01/31/2014	 Recorders Transcript of Hearing <i>Transcript of Proceedings Bench Trial - Day 3 January 23, 2014</i>
01/31/2014	 Recorders Transcript of Hearing <i>Transcript of Proceedings Bench Trial - Day 4, Friday, January 24, 2014</i>
03/20/2014	 Motion for Relief Filed By: Counter Claimant West Edna Associates Ltd <i>Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108</i>
03/20/2014	 Appendix Filed By: Counter Claimant West Edna Associates Ltd <i>Appendix of Exhibits to Motion For Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108</i>
03/21/2014	 Certificate of Mailing Filed By: Counter Claimant West Edna Associates Ltd <i>Certificate of Mailing</i>
04/15/2014	 Opposition to Motion Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Opposition to Defendants' Motion for Relief Pursuant to NRCP 60(b) and Opposition to Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108, and, Countermotion for Attorneys' Fees</i>
04/23/2014	


CASE SUMMARY

CASE NO. A-11-642583-C

	 Reply to Opposition Filed by: Defendant Western Surety Company <i>Reply to Cashman Equipment Company's Opposition to Defendants' Motion for Relief Pursuant to NRCP 60(b) and Opposition to Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108 and Countermotion for Attorneys' Fees</i>
05/05/2014	 Findings of Fact, Conclusions of Law and Order Filed By: Plaintiff Cashman Equipment Company <i>Findings of Fact and Conclusions of Law</i>
05/05/2014	 Reply in Support Filed By: Plaintiff Cashman Equipment Company <i>Cashman Equipment Company's Reply in Support of Motion for Attorneys' Fees</i>
05/05/2014	Order (Judicial Officer: Bare, Rob) Debtors: Mojave Electric LV LLC (Defendant) Creditors: Cashman Equipment Company (Plaintiff) Judgment: 05/05/2014, Docketed: 05/13/2014 Comment: Certain Cause (15th) Debtors: Cashman Equipment Company (Plaintiff) Creditors: Mojave Electric LV LLC (Defendant), Western Surety Company (Defendant) Judgment: 05/05/2014, Docketed: 05/13/2014 Comment: Certain Causes (9th,14th) Debtors: Mojave Electric LV LLC (Defendant) Creditors: Cashman Equipment Company (Plaintiff) Judgment: 05/05/2014, Docketed: 05/13/2014 Total Judgment: 197,051.87 Comment: Certain Claim (3rd) (CHECK COUNTERCLAIM)
05/06/2014	 Notice of Entry Filed By: Plaintiff Cashman Equipment Company <i>Notice of Entry of Findings of Facts and Conclusions of Law</i>
05/08/2014	 All Pending Motions (9:00 AM) (Judicial Officer: Bare, Rob)
05/08/2014	Motion for Relief (10:30 AM) (Judicial Officer: Bare, Rob) <i>Counter Claimant West Edna Associates LTD.'s Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108</i>
05/08/2014	Opposition and Countermotion (10:30 AM) (Judicial Officer: Bare, Rob) <i>Cashman Equipment Company's Opposition to Defendants' Motion for Relief Pursuant to NRCP 60(b) and Opposition to Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108, and, Countermotion for Attorneys' Fees</i>
05/08/2014	Opposition and Countermotion (10:30 AM) (Judicial Officer: Bare, Rob) <i>Cross Claimant Western Surety Co.'s Reply to Cashman Equipment Company's Opposition to Defendants' Motion for Relief Pursuant to NRCP 60(b) and Opposition to Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108 and Countermotion for Attorneys' Fees</i>
05/12/2014	 Satisfaction of Judgment Filed by: Plaintiff Cashman Equipment Company <i>Satisfaction of Judgment of Janel Rennie aka Janel Carvalho</i>
05/13/2014	 Memorandum of Costs and Disbursements Filed By: Plaintiff Cashman Equipment Company <i>Verified Memorandum of Costs and Disbursements</i>

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C

05/30/2014

 Notice of Appeal

Filed By: Plaintiff Cashman Equipment Company
Notice of Appeal

DATE

FINANCIAL INFORMATION

Counter Claimant Travelers Casualty and Surety Company of America

Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 6/3/2014	0.00

Counter Claimant West Edna Associates Ltd

Total Charges	200.00
Total Payments and Credits	200.00
Balance Due as of 6/3/2014	0.00

Defendant CAM Consulting Inc

Total Charges	200.00
Total Payments and Credits	200.00
Balance Due as of 6/3/2014	0.00

Defendant FC/LW Vegas, LLC

Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 6/3/2014	0.00

Defendant Fidelity and Deposit Company of Maryland

Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 6/3/2014	0.00

Defendant L W T I C Successor LLC

Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 6/3/2014	0.00

Defendant Mojave Electric LV LLC

Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 6/3/2014	0.00

Defendant Rennie, Janel

Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 6/3/2014	0.00

Defendant Western Surety Company

Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 6/3/2014	0.00

Defendant Whiting Turner Contracting Company

Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 6/3/2014	0.00

Other PQ Las Vegas, LLC

Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 6/3/2014	0.00

Other QH Las Vegas, LLC

Total Charges	423.00
Total Payments and Credits	423.00

DEPARTMENT 32
CASE SUMMARY
CASE NO. A-11-642583-C

Balance Due as of 6/3/2014	0.00
Plaintiff Cashman Equipment Company	
Total Charges	1,008.00
Total Payments and Credits	1,008.00
Balance Due as of 6/3/2014	0.00
Plaintiff Cashman Equipment Company	
Appeal Bond Balance as of 6/3/2014	1,000.00
Plaintiff Cashman Equipment Company	
Supersedeas Bond Balance as of 6/3/2014	500.00

CIVIL COVER SHEET

Clark County, Nevada

Case No. _____

(Assigned by Clerk's Office)

XXXII**I. Party Information**

Plaintiff(s) (name/address/phone):

CASHMAN EQUIPMENT COMPANY, a Nevada Corporation,

Attorney (name/address/phone):

Jennifer R. Lloyd-Robinson, Esq., Nevada State Bar #9617
 Pezzillo Robinson
 6750 Via Austi Parkway, Suite 170
 Las Vegas, Nevada 89119
 (702) 233-4225

Defendant(s) (name/address/phone):

CAM CONSULTING INC., a Nevada Corporation, ANGELO
 CARVALHO, an individual; DOES 1-10, inclusive; and ROE
 CORPORATIONS 1-10, inclusive;

Attorney (name/address/phone): Unknown

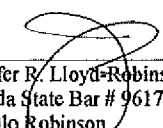
II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)☐ Arbitration Requested**Civil Cases**

Real Property	Torts	
<input type="checkbox"/> Landlord and Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	Negligence:: <input type="checkbox"/> Negligence -- Auto <input type="checkbox"/> Negligence -- Medical/Dental <input type="checkbox"/> Negligence -- Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence -- Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful Termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-Trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
<input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Probate Trust/Conservatorships <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input checked="" type="checkbox"/> Breach of Contract <input checked="" type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Employer's Insurance of Nevada	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Processing <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment -- Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104B) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

Date: June 3, 2011

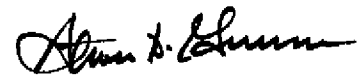

 Jennifer R. Lloyd-Robinson, Esq.
 Nevada State Bar # 9617
 Pezzillo Robinson
 6750 Via Austi Parkway, Suite 170
 Las Vegas, Nevada 89119
 (702) 233-4225
 Attorney for Plaintiff

FFCL

Brian J. Pezzillo, Esq.
Nevada Bar No. 7136
Jennifer R. Lloyd, Esq.
Nevada Bar No. 9617

PEZZILLO LLOYD

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



CLERK OF THE COURT

DISTRICT COURT**CLARK COUNTY, NEVADA**

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

v.

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)

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Trial Dates: January 21-24, 2014

AND RELATED MATTERS.

This case having come on for trial on January 21-24, 2014 before this Court, Plaintiff/Counterdefendant CASHMAN EQUIPMENT COMPANY ("Plaintiff" or "Cashman") was represented by and through its counsel, Brian J. Pezzillo, Esq. and Jennifer R. Lloyd, Esq. of the law firm of Pezzillo Lloyd and Defendants/Counterclaimants WESTERN SURETY COMPANY ("Western"), THE WHITING TURNER CONTRACTING COMPANY ("Whiting

1 Turner”), FIDELITY AND DEPOSIT COMPANY OF MARYLAND (“Fidelity”),
2 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (“Travelers”), WEST
3 EDNA ASSOCIATES, LTD. dba MOJAVE ELECTRIC (“Mojave”), QH Las Vegas, LLC, PQ
4 Las Vegas, LLC, LWTIC Successor LLC, and FC/LW Vegas (collectively “Defendants”) were
5 represented by and through their counsel, Brian W. Boschee, Esq. and William N. Miller, Esq. of
6 the law firm of Cotton, Driggs, Walch, Holley, Woloson, & Thompson. The Court, having fully
7 heard the testimony of the witnesses, reviewed the evidence during the trial, having considered
8 the oral and written arguments set forth by appearing counsel at the trial, and also having read
9 and considered the other papers and pleadings on file herein, and good cause appearing, enters
10 the following findings of fact and conclusions of law as follows:

11 **FINDINGS OF FACT**

12 1. Cashman and CAM Consulting, Inc. (“CAM”) entered into a contract whereby
13 Cashman was to supply materials comprised of generators, switchgear, and associated items (the
14 “Materials”) to the New Las Vegas City Hall Project (the “Project”).

15 2. The Project was privately owned at the time of construction, by Forest City
16 Enterprises through a conglomerate of private entities which include PQ Las Vegas, QH Las
17 Vegas, FC/LW Las Vegas LLC and LWTIC Successor LLC c/o Forest City Enterprises which
18 will hereinafter be collectively referred to as “Owner” from December 2009 until February 17,
19 2012, when the building was transferred after construction to the City of Las Vegas, Nevada.

20 3. The Owner contracted with Whiting Turner to serve as the general contractor on
21 the Project.

22 4. Whiting Turner contracted with Mojave to be the electrical subcontractor on the
23 Project. Mojave’s subcontract with Whiting Turner, dated February 11, 2010, is identified as
24 Subcontract No. 12600-26A. (Exhibit 40) (the “Mojave Subcontract”). The Mojave Subcontract
25 required Mojave to perform all electrical work (Exhibit B to the Contract, J40-012 thru 027),
26 which included the Materials supplied to the Project by Cashman.

27 5. The Mojave Subcontract also required Mojave to obtain a payment bond (J40-
28 007, para. (p)). *Id.* Mojave obtained this payment bond on dated March 2, 2010 from Western

1 in the amount of \$10,969,669.00 ("the Mojave Payment Bond").(Exhibit 49) The Mojave
2 Payment Bond states that Mojave, as Principal, and Western, as surety, are bound unto Whiting
3 Turner, as Obligee, in the amount of \$10,996,669.00, and that the bond is for the benefit of all
4 persons supplying labor, material, rental equipment, supplies or services in the performance of
5 the Mojave's Subcontract.

6 6. Cashman initially provided bids for the Materials directly to Mojave and Mojave
7 selected Cashman to supply the Materials to the Project.

8 7. Mojave accepted Cashman's bid on or about January 11, 2010, and Cashman
9 began work shortly thereafter on the submittals required for approval of the Materials.

10 8. Mojave then informed Cashman that the Materials needed to be supplied through
11 a disadvantaged business entity ("DBE"), as Mojave's Subcontract suggested that Mojave utilize
12 MBE/WBE/DBE vendors and suppliers to fulfill the Project's diversity goals.

13 9. Mojave issued two purchase orders to to purchase the Materials that would be
14 supplied by Cashman for the Project on April 23, 2010. The purchase orders were issued to
15 CAM c/o Cashman Equipment. Cashman The City of Las Vegas and the owners of the Project
16 suggested that subcontractors use a disadvantaged business entity ("DBE") on the Project. CAM
17 fulfilled this role for Mojave.

18 10. Mojave had contracted with CAM on two other projects to fulfill similar DBE
19 requirements, one of which was prior to this Project.

20 11. Cashman's scope of work on the Project included preparing submittals for
21 approval of the materials, as required by the Mojave purchase orders and responding to requests
22 for additional information.

23 12. On April 29, 2010 Cashman served a Notice of Right to Lien, pursuant to NRS
24 108.245.

25 13. After the submittals were approved, Mojave sent notice to Cashman on May 24,
26 2010 that the Materials as detailed were approved.

27 14. Mojave issued a Material Release Order on August 11, 2010 to Cashman and
28 Cashman began procuring the Materials.

1 15. Cashman served a second Notice of Right to Lien pursuant to NRS 108.245 on
2 December 7, 2010.

3 16. The Materials were delivered in a series of shipments beginning on November 18,
4 2010 with the delivery of the Mitsubishi uninterrupted power supply to Mojave. The Caterpillar
5 switchgear was delivered to Mojave on December 27, 2010. The three automatic transfer
6 switches and two batteries for the switchgear were provided to Mojave on January 5, 2011.
7 Cashman coordinated delivery of the two Caterpillar diesel generators to the Project on January
8 19-20, 2011 where they were set in place by crane

9 17. Cashman's work required some startup functions that could not be completed at
10 delivery but were to be scheduled later.

11 18. Cashman served a third Notice of Right to Lien pursuant to NRS 108.245 on
12 April 20, 2011.

13 19. Cashman served a fourth Notice of Right to Lien pursuant to NRS 108.245 on
14 April 28, 2011.

15 20. Cashman personnel were on site at the Project as needed to perform certain
16 startup and installation functions beginning January 20, 2011 and continuing until May 23, 2011.

17 21. Cashman supplied most, but not all, of the Materials through CAM after having
18 been selected to supply the Materials by Mojave, on the Project.

19 22. Prior to supplying the Materials to CAM, Cashman required CAM to sign a credit
20 agreement granting Cashman a security interest in the Materials.

21 23. Cashman caused a UCC Financing Statement to be filed with the Nevada
22 Secretary of State on February 16, 2011, identifying the Materials and all proceeds thereof.

23 24. Cashman did not file a release of the UCC Financing Statement.

24 25. After delivery of the Materials to the Project, Cashman issued two invoices to
25 CAM dated February 1, 2011 totaling \$755,893.89. On January 31, 2010, CAM issued an
26 invoice to Mojave for the Materials that had been supplied by Cashman

27 26. CAM did not pay Cashman as required by the terms of the invoice.

28 27. Cashman contacted Mojave due to CAM's failure to pay and requested that

1 Mojave issue payment for the Materials in the form of a joint check, made payable to CAM and
2 Cashman.

3 28. Mojave refused to issue a joint check as payment for the Materials.

4 29. Mojave contacted Cashman to request that Cashman provide an Unconditional
5 Waiver and Release Upon Final Payment for the Materials.

6 30. Cashman refused to provide the requested release as it had not been paid.

7 31. A meeting occurred at Mojave's offices on or about April 26, 2011 wherein
8 Mojave tendered payment to CAM for the Materials, despite the fact that CAM had not yet
9 completed all of its work on the Project.

10 32. At the same meeting, Mojave required CAM to issue payment back to Mojave
11 Systems, a division of Mojave in the amount of \$275,636.70, check no. 1032 dated April 27,
12 2011 in the amount of \$139,367.70 and check no. 1033 dated April 28, 2011 in the amount of
13 \$136,269.00 related to another project on which CAM and Mojave were contracted.

14 33. Within minutes of CAM's receipt of Mojave's payment and while still at
15 Mojave's offices, CAM provided a check to Cashman for the full amount due, \$755,893.89.

16 34. After Cashman received this check from CAM, and in exchange for this check,
17 Cashman executed an Unconditional Waiver and Release Upon Final Payment (Exhibit 4)¹
18 relating to the Materials and provided it to CAM.

19 35. Between April 26, 2011 and April 28, 2011, CAM received \$901,380.93 from
20 Mojave.

21 36. Very shortly thereafter, CAM stopped payment on the check issued to Cashman
22 and it was returned unpaid.

23 37. After receiving notice of the stop payment, Cashman attempted collection of the
24 amount owed from CAM.

25 38. CAM provided another check to Cashman, which was immediately presented at
26 the bank from which the check was drawn and the bank refused to cash the check as there were

27
28 ¹ All references to "Exhibit ___" refer to the exhibits that were admitted into evidence at the trial on January 21-24, 2014.

1 insufficient funds in the account.

2 39. Shortly thereafter CAM ceased operations and then failed to pay for Cashman for
3 the Materials provided to the Project.

4 40. Not all startup functions were completed due to CAM's stopping payment on the
5 check it issued to Cashman, notice of which was provided to Cashman on or about May 5, 2011.

6 41. On June 22, 2011, Cashman recorded a mechanic's lien in the amount of
7 \$755,893.89, the Notice of Lien, against the Project as it had not received payment for the
8 Materials supplied (Exhibit 11).

9 42. Thereafter, Mojave obtained a Lien Release Bond from Western on September 8,
10 2011 (Exhibit 39).

11 43. Cashman amended its complaint to seek recovery on its lien claim from this bond.

12 44. On January 22, 2014, Cashman recorded an Amended Notice of Lien in the
13 amount of \$683,726.89 against the Project (Exhibit 66).

14 45. Any of the foregoing findings of fact that are more properly conclusions of law
15 shall be so considered.

16 17 **CONCLUSIONS OF LAW**

18 **Claims for Relief Asserted**

19 1. At trial, before this Court were five causes of action asserted by Cashman: (1)
20 Claim on Payment Bond against Mojave and Western (Fourteenth Cause of Action); (2)
21 Enforcement of Mechanic's Lien Release Bond against Mojave and Western (Ninth Cause of
22 Action); (3) Foreclosure of Security Interest against Mojave (Third Cause of Action); (4)
23 Fraudulent Transfer (from Consolidate Case); and (5) Unjust Enrichment against the Owners
24 (Fifteenth Cause of Action).² All of these causes of action will be discussed in turn and in the
25

26 ² In its Fourth Amended Complaint, Plaintiff alleged additional causes of action. However, at trial, Plaintiff only
27 argued five causes of action and thus, abandoned each and every other cause of action against the Defendants
28 including the following: (1) Unjust Enrichment against Mojave (Tenth Cause of Action); (2) Contractor's Bond
Claim against Mojave and Western (Eleventh Cause of Action) (3) Unjust Enrichment against Whiting Turner
(Twelfth Cause of Action); and (4) Claim on Payment Bond against Whiting Turner, Fidelity, and Travelers
(Thirteenth Cause of Action). Thus, these four aforementioned causes of action are dismissed with prejudice.

1 order that the Court addressed in its ruling on January 24, 2014.

2 2. **First**, in its Fourteenth Cause of Action, Cashman alleges a cause of action for
3 Claim on Payment Bond against Mojave and Western. The Court rules in favor of Mojave and
4 Western on this cause of action. Regarding Cashman's Fourteenth Cause of Action for Claim on
5 Payment Bond, the operative document is Exhibit 49 entitled "Payment Bond", which identifies
6 Mojave as the Principal and Western as the Surety. In relevant part, the Payment Bond states
7 "NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal
8 shall promptly make payments to all persons supplying labor, material, rental equipment,
9 supplies or services in the performance of said Contract and any and all modifications of said
10 Contract that may hereafter be made, then this obligation shall be null and void; otherwise it
11 shall remain in full force and effect."

12 3. Strict application of that paragraph would stand for the proposition that, all
13 payments to Cashman were not made, however, the Court finds that the defense of impossibility
14 is available to Mojave in this situation, as articulated in articulated in *Nebaco, Inc. v. Riverview*
15 *Realty Co., Inc.*, which states that "[g]enerally, the defense of impossibility is available to a
16 promisor where his performance is made impossible or highly impractical by the occurrence of
17 unforeseen contingencies . . . but if the unforeseen contingency is one which the promisor should
18 have foreseen, and for which he should have provided, this defense is unavailable to him." 87
19 Nev. 55, 57, 482 P.2d 305, 307 (1971). Here, Mojave tendered payment to the entity that it had
20 an agreement with to supply labor and materials, CAM and thus, because of the defense of
21 impossibility, the Court finds that Mojave was discharged of its duty to Cashman, even though
22 Cashman a material supplier to the Project under Mojave did not receive payment,

23 4. The defense of impossibility applies here, given that it was impossible or highly
24 impractical for Mojave to foresee that CAM and/or Mr. Carvalho would abscond with the funds
25 which made Mojave's performance impossible as to Cashman under the Payment Bond..

26 5. The Court likens the actions of Cam to an intervening cause.

27 6. The Court expressly finds that Cashman has standing to bring a claim on the
28 Payment Bond given the language of the Payment Bond, which states, on page 2, that the

1 principal and the surety agree the bond shall inure to the benefit of all persons supplying labor,
2 materials, rental equipment, supplies, or services in the performance of Mojave's contract.

3 7. The Court finds it was simply impossible for Mojave to perform under the
4 Payment Bond given what Mr. Carvalho did, therefore the Court rules in favor of Mojave and
5 Western on Cashman's cause of action for Claim on Payment Bond (Fourteenth Cause of
6 Action).

7 8. **Second**, in its Ninth Cause of Action, Cashman alleges a cause of action for
8 Enforcement of Mechanic's Lien Release Bond against Mojave and Western. The Court rules in
9 favor of Mojave and Western on this cause of action.

10 9. Regarding Cashman's Ninth Cause of Action for Enforcement of Mechanic's
11 Lien Release Bond, the operative documents are Exhibits 11, 66, 4, and 13. Exhibits 11 and 66
12 are the Notice of Lien and the Amended Notice of Lien, respectively. These two documents
13 stand for the proposition that Cashman had a lien in place relating to the Materials provided and
14 the Court finds that Cashman did perfect its lien claim against the Project, pursuant to the
15 requirements of NRS 108.221, et seq. and the amount of the amended lien is \$683,726.89.

16 10. The Court finds that Cashman complied with NRS 108.245 in the service of its
17 preliminary notices, and therefore, as a matter of law, there was sufficient preliminary or legal
18 notice to the owner.

19 11. However, Exhibit 4, the Unconditional Waiver and Release Upon Final Payment,
20 stands for the proposition that Cashman released any notice of lien when it provided the
21 Unconditional Waiver and Release Upon Final Payment in exchange for the check from Cam.
22 This Release states as follows: "NOTICE: THIS DOCUMENT WAIVES RIGHTS
23 UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP
24 THESE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN
25 IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A
26 CONDITIONAL RELEASE FORM."

27 12. Notwithstanding the language in the waiver and release, if the payment given in
28 exchange for the waiver or release is made by check, draft or other such negotiable instrument

1 and the same fails to clear the bank on which it is drawn for any reason, then the waiver and
2 release shall be deemed null and void and of no legal effect

3 13. However, the Court finds that the check identified as Exhibit 13-004, that Mojave
4 furnished to CAM on April 26, 2011 in the amount of \$820,261.75 is the payment. Thus, once
5 Mojave made this payment (Exhibit 13-004) to CAM, then Cashman waived and released any
6 lien it had relating to the Materials provided.

7 14. In other words, the check Mojave provided to CAM constitutes payment to
8 Cashman for purposes of the enforceability of the Unconditional Waiver and Release Upon Final
9 Payment that Cashman provided in exchange for the payment Cashman received from CAM.

10 15. Thus, the Court rules in favor of Mojave and Western on Cashman's cause of
11 action for Enforcement of Mechanic's Lien Release Bond (Ninth Cause of Action).

12 16. **Third**, in its Third Cause of Action, Cashman alleges a cause of action for
13 Foreclosure of Security Interest against Mojave. The Court rules in favor of Cashman on this
14 cause of action.

15 17. Regarding Cashman's Third Cause of Action for Foreclosure of Security Interest,
16 the operative documents are Exhibits 1 and 5. Exhibit 1 is the Application for Credit that
17 Cashman involved itself with Mr. Carvalho. Section 8, page 2 of this Application for Credit
18 stands for the proposition that Cashman had a security interest in the Materials provided to the
19 Project at the time the Application for Credit was signed

20 18. Cashman perfected its security interest with Exhibit 5, a UCC Financing
21 Statement. The UCC Financing Statement is sufficient and specific in identifying the Materials.

22 19. The Court finds this UCC Financing Statement is a legally binding security
23 instrument establishing a security interest inuring to the favor of Cashman in the Materials
24 provided hereto, or in this case, the value or proceeds derived from the Materials.

25 20. The value of the Materials is in Exhibit 40, the subcontract between Mojave and
26 Whiting Turner, which on page 23, identifies the value of the Materials, \$957,433 for the core
27 and shell emergency generator and \$297,559 for the UPS system.

28 21. As such, given that Cashman perfected its security interest in the Materials, the

1 Court rules in favor of Cashman on its cause of action for Foreclosure of Security Interest against
2 Mojave (Third Cause of Action) in the amount set forth below..

3 22. **Fourth**, in its cause of action from the consolidated case, Cashman alleges a
4 cause of action for Fraudulent Transfer. The Court rules in favor of Mojave on this cause of
5 action.

6 ...

7 Regarding Cashman's cause of action for Fraudulent Transfer, NRS 112.180 states:

8 1. A transfer made or obligation incurred by a debtor is fraudulent
9 as to a creditor, whether the creditor's claim arose before or after the
10 transfer was made or the obligation was incurred, if the debtor made
the transfer or incurred the obligation:

11 (a) With actual intent to hinder, delay or defraud any creditor
of the debtor, or

12 (b) Without receiving a reasonably equivalent value in
13 exchange for the transfer or obligation, and the debtor:

14 (1) Was engaged or was about to engage in a business
15 or a transaction for which the remaining assets of the
16 debtor were unreasonably small in relation to the
business or transaction; or

17 (2) Intended to incur, or believed or reasonably should
18 have believed that the debtor would incur, debts
beyond his or her ability to pay as they became due.

19 Further, NRS 112.190 states:

20 1. A transfer made or obligation incurred by a debtor is fraudulent
21 as to a creditor whose claim arose before the transfer was made or the
22 obligation was incurred if the debtor made the transfer or incurred the
23 obligation without receiving a reasonably equivalent value in
24 exchange for the transfer or obligation and the debtor was insolvent at
that time or the debtor became insolvent as a result of the transfer or
obligation.

25 2. A transfer made by a debtor is fraudulent as to a creditor whose
26 claim arose before the transfer was made if the transfer was made to
27 an insider for an antecedent debt, the debtor was insolvent at that
time, and the insider had reasonable cause to believe that the debtor
was insolvent.

28 23. Cashman's claim for fraudulent transfer fails because Mojave had no real inside

1 complicity with CAM.

2 24. The Court finds that there must be complicity between Mojave and CAM in order
3 for Cashman to prevail on its claim for Fraudulent Transfer.

4 25. As such, given that Mojave had no real inside complicity with CAM, the Court
5 rules in favor of Mojave on Cashman's cause of action for Fraudulent Transfer.

6 26. **Fifth**, in its Fifteenth Cause of Action, Cashman alleges a cause of action for
7 Unjust Enrichment against the Owners. The Court rules in favor of Cashman on this cause of
8 action, as long as Cashman puts the codes in (i.e. provides them and implements them).

9 27. "Unjust enrichment is the unjust retention . . . of money or property of another
10 against the fundamental principles of justice or equity and good conscience." *Topaz Mut. Co.*
11 *Inc. v. Marsh*, 108 Nev. 845, 856, 839 P.2d 606, 613 (1992) (citations omitted); *see also Coury v.*
12 *Robison*, 115 Nev. 84, 90, 976 P.2d 518, 521 (1999) (citations omitted) ("[u]njust enrichment
13 occurs whenever a person has and retains a benefit which in equity and good conscience belongs
14 to another. Unjust enrichment is the unjust retention of a benefit to the loss of another."). This
15 cause of action "exists when the Cashman confers a benefit on the defendant, the defendant
16 appreciates such benefit, and there is 'acceptance and retention by the defendant of such benefit
17 under circumstances such that it would be inequitable for him to retain the benefit without
18 payment of the value thereof.'" *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, ___ Nev. ___,
19 283 P.3d 250, 257 (2012) (citations omitted).

20 28. Regarding Cashman's cause of action for unjust enrichment against the owners,
21 this Court rules in favor of Cashman as long as Cashman provides, implements, and actually puts
22 in the codes at issue. Thus, as long as Cashman provides, implements, and actually puts in the
23 codes at issue, Cashman is entitled to the amount in the escrow account, which is \$86,600.00.

24 29. At trial, before this Court was one cause of action, a defense counterclaim,
25 asserted by Defendants: (1) Misrepresentation (Third Claim for Relief). The Court rules in favor
26 of Cashman on this cause of action.³

27
28 ³ In Defendants' Answer to Fourth Amended Complaint, Counterclaim against Cashman Equipment Company and
Crossclaim against CAM Consulting, Inc. and Angelo Carvalho, Defendants alleged two other causes of action

1 Cashman would receive from the escrow account for finalizing the codes.

2 34. However, this Court has analyzed the evidence in front of it and makes a
3 determination that both Cashman and Mojave bear some responsibility of fault for what CAM
4 and/or Mr. Carvalho did in this action (i.e. absconded with the funds that Mojave provided,
5 which were supposed to be paid to Cashman for the Materials Cashman provided to the Project).
6 More specifically, as far as equitable fault here, and even though this Court notes that both
7 Mojave and Cashman are innocent victims here, this Court finds that Cashman is sixty-seven
8 percent (67%) responsible and Mojave is thirty-three percent (33%) responsible for Cam and Mr.
9 Carvalho's actions.

10 35. As an initial note regarding equitable fault of the parties, this Court holds that
11 both Mojave and Cashman had to use a DBE here, CAM, and thus, neither Mojave nor Cashman
12 bears any fault regarding having to contract with a DBE for the Project.

13 36. Cashman is sixty-seven percent (67%) equitably at fault because: (1) Mr. Fergen,
14 Mojave's vice president of project development, presented three options to Cashman of potential
15 certified DBEs: CAM, Nedco, and Codale. Cashman, when presented with these three options,
16 made the decision to go forward and contract with CAM on the Project. As such, there were
17 options given by Mojave and Cashman made the decision to use CAM here; (2) months before
18 CAM and/or Mr. Carvalho absconded with the funds, Cashman had an opportunity to identify
19 credit problems with CAM; Cashman identified some of these credit problems and this is why
20 Cashman did not want to extend credit to CAM which inures some responsibility here; (3)
21 Mojave had dealt with CAM on a couple of other projects (i.e. the Las Vegas Metro Project and
22 the Nevada Energy Project noted above), and Mojave should have reasonably concluded that
23 CAM and/or Mr. Carvalho was doing what he was supposed to do in those sorts of scenarios;(4)
24 Mojave, as a courtesy, arranged the meeting with Cashman and CAM to allow Cashman to
25 figure him out because CAM would be in the middle of Mojave and Cashman.

26 37. Mojave is thirty-three percent (33%) responsible for CAM and Mr. Carvalho's
27 actions here because, among other things: (1) Cashman requested that Mojave issue a joint check
28 to both Cashman and CAM, and Mojave said no to that request; even though this Court is not

1 sure a joint check would not have necessarily solved the problem, but Cashman's request was a
2 good request and Mojave takes some responsibility for saying no, when they could have gone to
3 Whiting Turner and presented Cashman's request and given that Mojave had issued a joint check
4 to QED and CAM;; and (2) the payment made to CAM, that was not made to Cashman for the
5 Materials, initiated with Mojave, which gives Mojave some responsibility.

6 **Damages**

7 38. Since Cashman is the prevailing party on its claims for Foreclosure of Security
8 Interest against Mojave (Third Cause of Action) and Unjust Enrichment against the Owners
9 (Fifteenth Cause of Action), Cashman is entitled to a damages amount.

10 39. The formula for calculating this amount of damages is the following: (The amount
11 of the Amended Notice of Lien (Exhibit 66) minus the amount in escrow, which will be released
12 to Cashman after the codes are finalized) times the percentage of Mojave's fault that was set
13 forth in the equitable analysis above. Hence, this equates to the following formula:
14 $(\$683,726.89 - \$86,600.00) * .33 = \$197,051.87$.

15 40. Any proceeds from the criminal case of Mr. Carvalho (in the Eighth Judicial
16 District Court, in and for Clark County, Nevada, Case No: C-12-283210-1 (the "Criminal
17 Case")), which is effect any and all restitution that comes out of the Criminal Case, will be
18 equally split 50/50 between Cashman and Mojave.

19 41. In regards to the property located at 6321 Little Elm St. N. Las Vegas, Nevada,
20 APN #124-29-110-099 (the "Property"), this Court is confirming its prior holding in its Findings
21 of Fact and Conclusions of Law and Order on Cashman Equipment Company's Motion for
22 Summary Judgment against Janel Rennie aka Janel Carvalho filed with this Court on June 14,
23 2013 (the "June 14, 2013 FFCL") that awarded the Property to Cashman.

24 42. At trial, the Defendants have requested a "setoff" calculation of approximately
25 \$62,710.53 (see Exhibit 65 minus the battery invoice for \$79,721.31 (Exhibit 65-015)), for
26 Mojave's costs Mojave alleges to have incurred on the Project after Cashman decided to stop
27 work on the Project due to not receiving payment for the Materials. The Court finds for the
28 Cashman on Defendant's claim for "setoff" pursuant to NRS §624.626(9) which states "[n]o

1 lower-tiered subcontractor or his or her lower-tiered subcontractors or suppliers, or their
2 respective sureties, may be held liable for any delays or damages that an owner or higher-tiered
3 contractor may suffer as a result of the lower-tiered subcontractor and his or her lower-tiered
4 subcontractors and suppliers stopping their work or the provision of materials or equipment or
5 terminating an agreement for a reasonable basis in law or fact and in accordance with this
6 section.” This Court finds that Cashman had a reasonable basis in law or fact to stop working on
7 the Project, after not receiving payment for the Materials as required.

8 43. Any of the foregoing conclusions of law that are more properly findings of fact
9 shall be so considered.

10 ORDER

11 Based upon the foregoing, and other good cause appearing:

12 IT IS HEREBY ORDERED that, as to Cashman’s Causes of Action for Foreclosure of
13 Security Interest against Mojave (Third Cause of Action) and Unjust Enrichment against the
14 Owners Cashman conditioned upon the installation of the codes(Fifteenth Cause of Action), this
15 Court finds in favor of Cashman.

16 IT IS HEREBY FURTHER ORDERED that, as to Cashman’s Causes of Action for
17 Claim on Payment Bond against Mojave and Western (Fourteenth Cause of Action),
18 Enforcement of Mechanic’s Lien Release Bond against Mojave and Western (Ninth Cause of
19 Action), and Fraudulent Transfer (from Consolidate Case), this Court finds in favor of Mojave
20 and Western.

21 IT IS HEREBY FURTHER ORDERED that, as to Mojave’s defense counterclaim for
22 Misrepresentation (Third Claim for Relief), this Court finds in favor of Cashman.

23 IT IS HEREBY FURTHER ORDERED that, as to Mojave’s request for a “setoff”, this
24 Court finds in favor of Cashman.

25 IT IS HEREBY FURTHER ORDERED that this Court awards Cashman **\$197,051.87**,
26 on its Third Cause of Action, which is calculated as the following: (the amount of the Amended
27 Notice of Lien minus the amount in escrow, if Cashman finalizes the codes) times the percentage
28 of Mojave’s fault that was set forth in the equitable analysis above.

1 IT IS HEREBY FURTHER ORDERED that this Court awards Cashman the entire
2 amount remaining in the escrow account, \$86,600, on its Fifteenth Cause of Action to be paid
3 after Cashman installs the codes;

4 IT IS HEREBY FURTHER ORDERED that any proceeds from the Criminal Case (i.e.
5 any and all restitution that comes out of the Criminal Case) will be equally split 50/50 between
6 Cashman and Mojave.

7 IT IS HEREBY FURTHER ORDERED that this Court will address any issues of
8 attorneys' fees, costs, and prejudgment interest through post decision motions that may be filed
9 with the Court.

10 IT IS HEREBY FURTHER ORDERED that after this Findings of Fact and Conclusions
11 of Law is filed, the parties will submit a judgment to this effect accordingly.

12 DATED this 5 day of May, 2014.

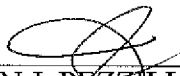
13 
14 DISTRICT COURT JUDGE

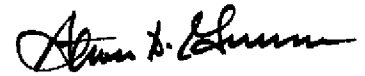
15 ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

16 Respectfully submitted by:

17 Dated this 30 day of April, 2014.

18 PEZZILLO LLOYD

19 
20 BRIAN J. PEZZILLO, ESQ. (NBN 7136)
21 JENNIFER R. LLOYD, ESQ. (NBN 9617)
22 6725 Via Austi Parkway, Suite 290
23 Las Vegas, Nevada 89119
24 Attorneys for Plaintiff Cashman Equipment
25 Company
26
27
28



CLERK OF THE COURT

NOE
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Attorneys for Plaintiff,
Cashman Equipment Company

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

v.

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.

AND RELATED MATTERS.

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

**NOTICE OF ENTRY OF FINDINGS OF
FACT AND CONCLUSIONS OF LAW**

Trial Dates: January 21-24, 2014

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

///

///

///

1 PLEASE TAKE NOTICE that the **FINDINGS OF FACT AND CONCLUSIONS OF**
2 **LAW** was entered in the above entitled matter and filed on May 5, 2014, a copy of which is
3 attached hereto.

4 DATED: May 6, 2014

PEZZILLO LLOYD

6 By: 

Brian J. Pezzillo, Esq.

Nevada Bar No. 7136

Jennifer R. Lloyd, Esq.

Nevada Bar No. 9617

PEZZILLO LLOYD

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Attorneys for Plaintiff,

Cashman Equipment Company

14 **CERTIFICATE OF SERVICE**

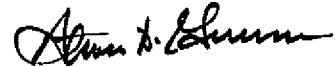
15 The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies
16 that on the 6th day of May, 2014, a true and correct copy of the foregoing document, **NOTICE**
17 **OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW** was served by
18 placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada,
19 said envelope(s) addressed to:

20 Brian Boschee, Esq.
21 COTTON, DRIGGS, ET AL.
22 400 S. 4th St., 3rd Fl.
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DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

v.

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)

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Trial Dates: January 21-24, 2014

AND RELATED MATTERS.

This case having come on for trial on January 21-24, 2014 before this Court,
Plaintiff/Counterdefendant CASHMAN EQUIPMENT COMPANY ("Plaintiff" or "Cashman")
was represented by and through its counsel, Brian J. Pezzillo, Esq. and Jennifer R. Lloyd, Esq. of
the law firm of Pezzillo Lloyd and Defendants/Counterclaimants WESTERN SURETY
COMPANY ("Western"), THE WHITING TURNER CONTRACTING COMPANY ("Whiting

Turner”), FIDELITY AND DEPOSIT COMPANY OF MARYLAND (“Fidelity”), TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (“Travelers”), WEST EDNA ASSOCIATES, LTD. dba MOJAVE ELECTRIC (“Mojave”), QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor LLC, and FC/LW Vegas (collectively “Defendants”) were represented by and through their counsel, Brian W. Boschee, Esq. and William N. Miller, Esq. of the law firm of Cotton, Driggs, Walch, Holley, Woloson, & Thompson. The Court, having fully heard the testimony of the witnesses, reviewed the evidence during the trial, having considered the oral and written arguments set forth by appearing counsel at the trial, and also having read and considered the other papers and pleadings on file herein, and good cause appearing, enters the following findings of fact and conclusions of law as follows:

FINDINGS OF FACT

1. Cashman and CAM Consulting, Inc. (“CAM”) entered into a contract whereby Cashman was to supply materials comprised of generators, switchgear, and associated items (the “Materials”) to the New Las Vegas City Hall Project (the “Project”).

2. The Project was privately owned at the time of construction, by Forest City Enterprises through a conglomerate of private entities which include PQ Las Vegas, QH Las Vegas, FC/LW Las Vegas LLC and LWTIC Successor LLC o/o Forest City Enterprises which will hereinafter be collectively referred to as “Owner” from December 2009 until February 17, 2012, when the building was transferred after construction to the City of Las Vegas, Nevada.

3. The Owner contracted with Whiting Turner to serve as the general contractor on the Project.

4. Whiting Turner contracted with Mojave to be the electrical subcontractor on the Project. Mojave’s subcontract with Whiting Turner, dated February 11, 2010, is identified as Subcontract No. 12600-26A. (Exhibit 40) (the “Mojave Subcontract”). The Mojave Subcontract required Mojave to perform all electrical work (Exhibit B to the Contract, J40-012 thru 027), which included the Materials supplied to the Project by Cashman.

5. The Mojave Subcontract also required Mojave to obtain a payment bond (J40-007, para. (p)). *Id.* Mojave obtained this payment bond on dated March 2, 2010 from Western

1 in the amount of \$10,969,669.00 ("the Mojave Payment Bond").(Exhibit 49) The Mojave
2 Payment Bond states that Mojave, as Principal, and Western, as surety, are bound unto Whiting
3 Turner, as Obligee, in the amount of \$10,996,669.00, and that the bond is for the benefit of all
4 persons supplying labor, material, rental equipment, supplies or services in the performance of
5 the Mojave's Subcontract.

6 6. Cashman initially provided bids for the Materials directly to Mojave and Mojave
7 selected Cashman to supply the Materials to the Project.

8 7. Mojave accepted Cashman's bid on or about January 11, 2010, and Cashman
9 began work shortly thereafter on the submittals required for approval of the Materials.

10 8. Mojave then informed Cashman that the Materials needed to be supplied through
11 a disadvantaged business entity ("DBE"), as Mojave's Subcontract suggested that Mojave utilize
12 MBE/WBE/DBE vendors and suppliers to fulfill the Project's diversity goals.

13 9. Mojave issued two purchase orders to to purchase the Materials that would be
14 supplied by Cashman for the Project on April 23, 2010. The purchase orders were issued to
15 CAM c/o Cashman Equipment. Cashman The City of Las Vegas and the owners of the Project
16 suggested that subcontractors use a disadvantaged business entity ("DBE") on the Project. CAM
17 fulfilled this role for Mojave.

18 10. Mojave had contracted with CAM on two other projects to fulfill similar DBE
19 requirements, one of which was prior to this Project.

20 11. Cashman's scope of work on the Project included preparing submittals for
21 approval of the materials, as required by the Mojave purchase orders and responding to requests
22 for additional information.

23 12. On April 29, 2010 Cashman served a Notice of Right to Lien, pursuant to NRS
24 108.245.

25 13. After the submittals were approved, Mojave sent notice to Cashman on May 24,
26 2010 that the Materials as detailed were approved.

27 14. Mojave issued a Material Release Order on August 11, 2010 to Cashman and
28 Cashman began procuring the Materials.

1 15. Cashman served a second Notice of Right to Lien pursuant to NRS 108.245 on
2 December 7, 2010.

3 16. The Materials were delivered in a series of shipments beginning on November 18,
4 2010 with the delivery of the Mitsubishi uninterrupted power supply to Mojave. The Caterpillar
5 switchgear was delivered to Mojave on December 27, 2010. The three automatic transfer
6 switches and two batteries for the switchgear were provided to Mojave on January 5, 2011.
7 Cashman coordinated delivery of the two Caterpillar diesel generators to the Project on January
8 19-20, 2011 where they were set in place by crane

9 17. Cashman's work required some startup functions that could not be completed at
10 delivery but were to be scheduled later.

11 18. Cashman served a third Notice of Right to Lien pursuant to NRS 108.245 on
12 April 20, 2011.

13 19. Cashman served a fourth Notice of Right to Lien pursuant to NRS 108.245 on
14 April 28, 2011.

15 20. Cashman personnel were on site at the Project as needed to perform certain
16 startup and installation functions beginning January 20, 2011 and continuing until May 23, 2011.

17 21. Cashman supplied most, but not all, of the Materials through CAM after having
18 been selected to supply the Materials by Mojave, on the Project.

19 22. Prior to supplying the Materials to CAM, Cashman required CAM to sign a credit
20 agreement granting Cashman a security interest in the Materials.

21 23. Cashman caused a UCC Financing Statement to be filed with the Nevada
22 Secretary of State on February 16, 2011, identifying the Materials and all proceeds thereof.

23 24. Cashman did not file a release of the UCC Financing Statement.

24 25. After delivery of the Materials to the Project, Cashman issued two invoices to
25 CAM dated February 1, 2011 totaling \$755,893.89. On January 31, 2010, CAM issued an
26 invoice to Mojave for the Materials that had been supplied by Cashman

27 26. CAM did not pay Cashman as required by the terms of the invoice.

28 27. Cashman contacted Mojave due to CAM's failure to pay and requested that

1 Mojave issue payment for the Materials in the form of a joint check, made payable to CAM and
2 Cashman.

3 28. Mojave refused to issue a joint check as payment for the Materials.

4 29. Mojave contacted Cashman to request that Cashman provide an Unconditional
5 Waiver and Release Upon Final Payment for the Materials.

6 30. Cashman refused to provide the requested release as it had not been paid.

7 31. A meeting occurred at Mojave's offices on or about April 26, 2011 wherein
8 Mojave tendered payment to CAM for the Materials, despite the fact that CAM had not yet
9 completed all of its work on the Project.

10 32. At the same meeting, Mojave required CAM to issue payment back to Mojave
11 Systems, a division of Mojave in the amount of \$275,636.70, check no. 1032 dated April 27,
12 2011 in the amount of \$139,367.70 and check no. 1033 dated April 28, 2011 in the amount of
13 \$136,269.00 related to another project on which CAM and Mojave were contracted.

14 33. Within minutes of CAM's receipt of Mojave's payment and while still at
15 Mojave's offices, CAM provided a check to Cashman for the full amount due, \$755,893.89.

16 34. After Cashman received this check from CAM, and in exchange for this check,
17 Cashman executed an Unconditional Waiver and Release Upon Final Payment (Exhibit 4)¹
18 relating to the Materials and provided it to CAM.

19 35. Between April 26, 2011 and April 28, 2011, CAM received \$901,380.93 from
20 Mojave.

21 36. Very shortly thereafter, CAM stopped payment on the check issued to Cashman
22 and it was returned unpaid.

23 37. After receiving notice of the stop payment, Cashman attempted collection of the
24 amount owed from CAM.

25 38. CAM provided another check to Cashman, which was immediately presented at
26 the bank from which the check was drawn and the bank refused to cash the check as there were

27
28 ¹ All references to "Exhibit ___" refer to the exhibits that were admitted into evidence at the trial on January 21-24, 2014.

1 insufficient funds in the account.

2 39. Shortly thereafter CAM ceased operations and then failed to pay for Cashman for
3 the Materials provided to the Project.

4 40. Not all startup functions were completed due to CAM's stopping payment on the
5 check it issued to Cashman, notice of which was provided to Cashman on or about May 5, 2011.

6 41. On June 22, 2011, Cashman recorded a mechanic's lien in the amount of
7 \$755,893.89, the Notice of Lien, against the Project as it had not received payment for the
8 Materials supplied (Exhibit 11).

9 42. Thereafter, Mojave obtained a Lien Release Bond from Western on September 8,
10 2011 (Exhibit 39).

11 43. Cashman amended its complaint to seek recovery on its lien claim from this bond.

12 44. On January 22, 2014, Cashman recorded an Amended Notice of Lien in the
13 amount of \$683,726.89 against the Project (Exhibit 66).

14 45. Any of the foregoing findings of fact that are more properly conclusions of law
15 shall be so considered.

16 . 17 CONCLUSIONS OF LAW

18 Claims for Relief Asserted

19 1. At trial, before this Court were five causes of action asserted by Cashman: (1)
20 Claim on Payment Bond against Mojave and Western (Fourteenth Cause of Action); (2)
21 Enforcement of Mechanic's Lien Release Bond against Mojave and Western (Ninth Cause of
22 Action); (3) Foreclosure of Security Interest against Mojave (Third Cause of Action); (4)
23 Fraudulent Transfer (from Consolidate Case); and (5) Unjust Enrichment against the Owners
24 (Fifteenth Cause of Action).² All of these causes of action will be discussed in turn and in the

25
26 ² In its Fourth Amended Complaint, Plaintiff alleged additional causes of action. However, at trial, Plaintiff only
27 argued five causes of action and thus, abandoned each and every other cause of action against the Defendants
28 including the following: (1) Unjust Enrichment against Mojave (Tenth Cause of Action); (2) Contractor's Bond
Claim against Mojave and Western (Eleventh Cause of Action) (3) Unjust Enrichment against Whiting Turner
(Twelfth Cause of Action); and (4) Claim on Payment Bond against Whiting Turner, Fidelity, and Travelers
(Thirteenth Cause of Action). Thus, these four aforementioned causes of action are dismissed with prejudice.

1 order that the Court addressed in its ruling on January 24, 2014.

2 2. First, in its Fourteenth Cause of Action, Cashman alleges a cause of action for
3 Claim on Payment Bond against Mojave and Western. The Court rules in favor of Mojave and
4 Western on this cause of action. Regarding Cashman's Fourteenth Cause of Action for Claim on
5 Payment Bond, the operative document is Exhibit 49 entitled "Payment Bond", which identifies
6 Mojave as the Principal and Western as the Surety. In relevant part, the Payment Bond states
7 "NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal
8 shall promptly make payments to all persons supplying labor, material, rental equipment,
9 supplies or services in the performance of said Contract and any and all modifications of said
10 Contract that may hereafter be made, then this obligation shall be null and void; otherwise it
11 shall remain in full force and effect."

12 3. Strict application of that paragraph would stand for the proposition that, all
13 payments to Cashman were not made, however, the Court finds that the defense of impossibility
14 is available to Mojave in this situation, as articulated in articulated in *Nebaco, Inc. v. Riverview*
15 *Realty Co., Inc.*, which states that "[g]enerally, the defense of impossibility is available to a
16 promisor where his performance is made impossible or highly impractical by the occurrence of
17 unforeseen contingencies . . . but if the unforeseen contingency is one which the promisor should
18 have foreseen, and for which he should have provided, this defense is unavailable to him." 87
19 Nev. 55, 57, 482 P.2d 305, 307 (1971). Here, Mojave tendered payment to the entity that it had
20 an agreement with to supply labor and materials, CAM and thus, because of the defense of
21 impossibility, the Court finds that Mojave was discharged of its duty to Cashman, even though
22 Cashman a material supplier to the Project under Mojave did not receive payment,

23 4. The defense of impossibility applies here, given that it was impossible or highly
24 impractical for Mojave to foresee that CAM and/or Mr. Carvalho would abscond with the funds
25 which made Mojave's performance impossible as to Cashman under the Payment Bond..

26 5. The Court likens the actions of Cam to an intervening cause.

27 6. The Court expressly finds that Cashman has standing to bring a claim on the
28 Payment Bond given the language of the Payment Bond, which states, on page 2, that the

principal and the surety agree the bond shall inure to the benefit of all persons supplying labor, materials, rental equipment, supplies, or services in the performance of Mojave's contract.

7. The Court finds it was simply impossible for Mojave to perform under the Payment Bond given what Mr. Carvalho did, therefore the Court rules in favor of Mojave and Western on Cashman's cause of action for Claim on Payment Bond (Fourteenth Cause of Action).

8. Second, in its Ninth Cause of Action, Cashman alleges a cause of action for Enforcement of Mechanic's Lien Release Bond against Mojave and Western. The Court rules in favor of Mojave and Western on this cause of action.

9. Regarding Cashman's Ninth Cause of Action for Enforcement of Mechanic's Lien Release Bond, the operative documents are Exhibits 11, 66, 4, and 13. Exhibits 11 and 66 are the Notice of Lien and the Amended Notice of Lien, respectively. These two documents stand for the proposition that Cashman had a lien in place relating to the Materials provided and the Court finds that Cashman did perfect its lien claim against the Project, pursuant to the requirements of NRS 108.221, et seq. and the amount of the amended lien is \$683,726.89.

10. The Court finds that Cashman complied with NRS 108.245 in the service of its preliminary notices, and therefore, as a matter of law, there was sufficient preliminary or legal notice to the owner.

11. However, Exhibit 4, the Unconditional Waiver and Release Upon Final Payment, stands for the proposition that Cashman released any notice of lien when it provided the Unconditional Waiver and Release Upon Final Payment in exchange for the check from Cam. This Release states as follows: "NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THESE RIGHTS. THIS 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."

12. Notwithstanding the language in the waiver and release, if the payment given in exchange for the waiver or release is made by check, draft or other such negotiable instrument

1 and the same fails to clear the bank on which it is drawn for any reason, then the waiver and
2 release shall be deemed null and void and of no legal effect

3 13. However, the Court finds that the check identified as Exhibit 13-004, that Mojave
4 furnished to CAM on April 26, 2011 in the amount of \$820,261.75 is the payment. Thus, once
5 Mojave made this payment (Exhibit 13-004) to CAM, then Cashman waived and released any
6 lien it had relating to the Materials provided.

7 14. In other words, the check Mojave provided to CAM constitutes payment to
8 Cashman for purposes of the enforceability of the Unconditional Waiver and Release Upon Final
9 Payment that Cashman provided in exchange for the payment Cashman received from CAM.

10 15. Thus, the Court rules in favor of Mojave and Western on Cashman's cause of
11 action for Enforcement of Mechanic's Lien Release Bond (Ninth Cause of Action).

12 16. Third, in its Third Cause of Action, Cashman alleges a cause of action for
13 Foreclosure of Security Interest against Mojave. The Court rules in favor of Cashman on this
14 cause of action.

15 17. Regarding Cashman's Third Cause of Action for Foreclosure of Security Interest,
16 the operative documents are Exhibits 1 and 5. Exhibit 1 is the Application for Credit that
17 Cashman involved itself with Mr. Carvalho. Section 8, page 2 of this Application for Credit
18 stands for the proposition that Cashman had a security interest in the Materials provided to the
19 Project at the time the Application for Credit was signed

20 18. Cashman perfected its security interest with Exhibit 5, a UCC Financing
21 Statement. The UCC Financing Statement is sufficient and specific in identifying the Materials.

22 19. The Court finds this UCC Financing Statement is a legally binding security
23 instrument establishing a security interest inuring to the favor of Cashman in the Materials
24 provided hereto, or in this case, the value or proceeds derived from the Materials.

25 20. The value of the Materials is in Exhibit 40, the subcontract between Mojave and
26 Whiting Turner, which on page 23, identifies the value of the Materials, \$957,433 for the core
27 and shell emergency generator and \$297,559 for the UPS system.

28 21. As such, given that Cashman perfected its security interest in the Materials, the

1 Court rules in favor of Cashman on its cause of action for Foreclosure of Security Interest against
2 Mojave (Third Cause of Action) in the amount set forth below..

3 22. Fourth, in its cause of action from the consolidated case, Cashman alleges a
4 cause of action for Fraudulent Transfer. The Court rules in favor of Mojave on this cause of
5 action,

6 ...

7 Regarding Cashman's cause of action for Fraudulent Transfer, NRS 112.180 states:

8 1. A transfer made or obligation incurred by a debtor is fraudulent
9 as to a creditor, whether the creditor's claim arose before or after the
10 transfer was made or the obligation was incurred, if the debtor made
the transfer or incurred the obligation:

11 (a) With actual intent to hinder, delay or defraud any creditor
of the debtor, or

12 (b) Without receiving a reasonably equivalent value in
13 exchange for the transfer or obligation, and the debtor:

14 (1) Was engaged or was about to engage in a business
15 or a transaction for which the remaining assets of the
debtor were unreasonably small in relation to the
16 business or transaction; or

17 (2) Intended to incur, or believed or reasonably should
18 have believed that the debtor would incur, debts
beyond his or her ability to pay as they became due.

19 Further, NRS 112.190 states:

20 1. A transfer made or obligation incurred by a debtor is fraudulent
21 as to a creditor whose claim arose before the transfer was made or the
22 obligation was incurred if the debtor made the transfer or incurred the
23 obligation without receiving a reasonably equivalent value in
exchange for the transfer or obligation and the debtor was insolvent at
24 that time or the debtor became insolvent as a result of the transfer or
obligation.

25 2. A transfer made by a debtor is fraudulent as to a creditor whose
26 claim arose before the transfer was made if the transfer was made to
an insider for an antecedent debt, the debtor was insolvent at that
27 time, and the insider had reasonable cause to believe that the debtor
was insolvent.

28 23. Cashman's claim for fraudulent transfer fails because Mojave had no real inside

1 complicity with CAM.

2 24. The Court finds that there must be complicity between Mojave and CAM in order
3 for Cashman to prevail on its claim for Fraudulent Transfer.

4 25. As such, given that Mojave had no real inside complicity with CAM, the Court
5 rules in favor of Mojave on Cashman's cause of action for Fraudulent Transfer.

6 26. **Fifth**, in its Fifteenth Cause of Action, Cashman alleges a cause of action for
7 Unjust Enrichment against the Owners. The Court rules in favor of Cashman on this cause of
8 action, as long as Cashman puts the codes in (i.e. provides them and implements them).

9 27. "Unjust enrichment is the unjust retention . . . of money or property of another
10 against the fundamental principles of justice or equity and good conscience." *Topaz Mut. Co.*
11 *Inc. v. Marsh*, 108 Nev. 845, 856, 839 P.2d 606, 613 (1992) (citations omitted); *see also Coury v.*
12 *Robison*, 115 Nev. 84, 90, 976 P.2d 518, 521 (1999) (citations omitted) ("[u]njust enrichment
13 occurs whenever a person has and retains a benefit which in equity and good conscience belongs
14 to another. Unjust enrichment is the unjust retention of a benefit to the loss of another."). This
15 cause of action "exists when the Cashman confers a benefit on the defendant, the defendant
16 appreciates such benefit, and there is 'acceptance and retention by the defendant of such benefit
17 under circumstances such that it would be inequitable for him to retain the benefit without
18 payment of the value thereof.'" *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, __ Nev. __,
19 283 P.3d 250, 257 (2012) (citations omitted).

20 28. Regarding Cashman's cause of action for unjust enrichment against the owners,
21 this Court rules in favor of Cashman as long as Cashman provides, implements, and actually puts
22 in the codes at issue. Thus, as long as Cashman provides, implements, and actually puts in the
23 codes at issue, Cashman is entitled to the amount in the escrow account, which is \$86,600.00.

24 29. At trial, before this Court was one cause of action, a defense counterclaim,
25 asserted by Defendants: (1) Misrepresentation (Third Claim for Relief). The Court rules in favor
26 of Cashman on this cause of action.³

27
28 ³ In Defendants' Answer to Fourth Amended Complaint, Counterclaim against Cashman Equipment Company and
Crossclaim against CAM Consulting, Inc. and Angelo Carvalho, Defendants alleged two other causes of action

30. "Under Nevada law, the elements of the tort of negligent misrepresentation are: (a) a representation that is false; (b) this representation was made in the course of the defendant's business, or in any action in which he has a pecuniary interest; (c) the representation was for the guidance of others in their business transactions; (d) the representation was justifiably relied upon; (e) this reliance resulted in pecuniary loss to the relying party; and (f) the defendant failed to exercise reasonable care or competence in obtaining or communicating the information." *Ideal Elec. Co. v. Flowserve Corp.*, 357 F.Supp.2d 1248, 1255 (D. Nev. 2005). Here, even though this defense counterclaim is essentially moot, as this Court ruled in favor of Mojave and Western on the cause of action for Enforcement of Mechanic's Lien Release Bond (Ninth Cause of Action), this Court further holds that Cashman did not make a misrepresentation as to any matter including its notice of liens.

31. As such, given that Cashman did not make any misrepresentations as to any matter relating to its notice of liens, the Court rules in favor of Cashman on Defendants' cause of action for misrepresentation.

32. In summary, and relating to the claims for relief before this Court: (a) this Court finds in favor of Cashman on its claims for Foreclosure of Security Interest against Mojave (Third Cause of Action) and Unjust Enrichment against the Owners (Fifteenth Cause of Action); (b) this Court finds in favor of Mojave and/or Western on Cashman's claims for Claim on Payment Bond against Mojave and Western (Fourteenth Cause of Action), Enforcement of Mechanic's Lien Release Bond against Mojave and Western (Ninth Cause of Action), and Fraudulent Transfer (from Consolidated Case); (c) this Court finds in favor of Cashman on Mojave's defense counterclaim for Misrepresentation (Third Claim for Relief).

Equitable Fault Relating to Contracting with CAM

33. As the Court ruled in favor of Cashman on its Third Cause of Action, Cashman is in a position to collect the amount owed, as provided in its lien, \$683,726.89, less any amount

(continued)
against Plaintiff for: (1) Breach of Contract (First Claim for Relief); and (2) Breach of Implied Covenant of Good Faith and Fair Dealing (Second Claim for Relief). However, at trial, Defendants only argued one cause of action for misrepresentation and thus, abandoned these other two aforementioned causes of action. Thus, these two aforementioned causes of action are dismissed with prejudice.

1 Cashman would receive from the escrow account for finalizing the codes.

2 34. However, this Court has analyzed the evidence in front of it and makes a
3 determination that both Cashman and Mojave bear some responsibility of fault for what CAM
4 and/or Mr. Carvalho did in this action (i.e. absconded with the funds that Mojave provided,
5 which were supposed to be paid to Cashman for the Materials Cashman provided to the Project).
6 More specifically, as far as equitable fault here, and even though this Court notes that both
7 Mojave and Cashman are innocent victims here, this Court finds that Cashman is sixty-seven
8 percent (67%) responsible and Mojave is thirty-three percent (33%) responsible for Cam and Mr.
9 Carvalho's actions.

10 35. As an initial note regarding equitable fault of the parties, this Court holds that
11 both Mojave and Cashman had to use a DBE here, CAM, and thus, neither Mojave nor Cashman
12 bears any fault regarding having to contract with a DBE for the Project.

13 36. Cashman is sixty-seven percent (67%) equitably at fault because: (1) Mr. Fergen,
14 Mojave's vice president of project development, presented three options to Cashman of potential
15 certified DBEs: CAM, Nedco, and Codale. Cashman, when presented with these three options,
16 made the decision to go forward and contract with CAM on the Project. As such, there were
17 options given by Mojave and Cashman made the decision to use CAM here; (2) months before
18 CAM and/or Mr. Carvalho absconded with the funds, Cashman had an opportunity to identify
19 credit problems with CAM; Cashman identified some of these credit problems and this is why
20 Cashman did not want to extend credit to CAM which inures some responsibility here; (3)
21 Mojave had dealt with CAM on a couple of other projects (i.e. the Las Vegas Metro Project and
22 the Nevada Energy Project noted above), and Mojave should have reasonably concluded that
23 CAM and/or Mr. Carvalho was doing what he was supposed to do in those sorts of scenarios;(4)
24 Mojave, as a courtesy, arranged the meeting with Cashman and CAM to allow Cashman to
25 figure him out because CAM would be in the middle of Mojave and Cashman.

26 37. Mojave is thirty-three percent (33%) responsible for CAM and Mr. Carvalho's
27 actions here because, among other things: (1) Cashman requested that Mojave issue a joint check
28 to both Cashman and CAM, and Mojave said no to that request; even though this Court is not

1 sure a joint check would not have necessarily solved the problem, but Cashman's request was a
2 good request and Mojave takes some responsibility for saying no, when they could have gone to
3 Whiting Turner and presented Cashman's request and given that Mojave had issued a joint check
4 to QED and CAM;; and (2) the payment made to CAM, that was not made to Cashman for the
5 Materials, initiated with Mojave, which gives Mojave some responsibility.

6 **Damages**

7 38. Since Cashman is the prevailing party on its claims for Foreclosure of Security
8 Interest against Mojave (Third Cause of Action) and Unjust Enrichment against the Owners
9 (Fifteenth Cause of Action), Cashman is entitled to a damages amount.

10 39. The formula for calculating this amount of damages is the following: (The amount
11 of the Amended Notice of Lien (Exhibit 66) minus the amount in escrow, which will be released
12 to Cashman after the codes are finalized) times the percentage of Mojave's fault that was set
13 forth in the equitable analysis above. Hence, this equates to the following formula:
14 $(\$683,726.89 - \$86,600.00) * .33 = \$197,051.87$.

15 40. Any proceeds from the criminal case of Mr. Carvalho (in the Eighth Judicial
16 District Court, in and for Clark County, Nevada, Case No: C-12-283210-1 (the "Criminal
17 Case")), which is effect any and all restitution that comes out of the Criminal Case, will be
18 equally split 50/50 between Cashman and Mojave.

19 41. In regards to the property located at 6321 Little Elm St. N. Las Vegas, Nevada,
20 APN #124-29-110-099 (the "Property"), this Court is confirming its prior holding in its Findings
21 of Fact and Conclusions of Law and Order on Cashman Equipment Company's Motion for
22 Summary Judgment against Janel Rennie aka Janel Carvalho filed with this Court on June 14,
23 2013 (the "June 14, 2013 FFCL") that awarded the Property to Cashman.

24 42. At trial, the Defendants have requested a "setoff" calculation of approximately
25 \$62,710.53 (see Exhibit 65 minus the battery invoice for \$79,721.31 (Exhibit 65-015)), for
26 Mojave's costs Mojave alleges to have incurred on the Project after Cashman decided to stop
27 work on the Project due to not receiving payment for the Materials. The Court finds for the
28 Cashman on Defendant's claim for "setoff" pursuant to NRS §624.626(9) which states "[n]o

1 lower-tiered subcontractor or his or her lower-tiered subcontractors or suppliers, or their
2 respective sureties, may be held liable for any delays or damages that an owner or higher-tiered
3 contractor may suffer as a result of the lower-tiered subcontractor and his or her lower-tiered
4 subcontractors and suppliers stopping their work or the provision of materials or equipment or
5 terminating an agreement for a reasonable basis in law or fact and in accordance with this
6 section.” This Court finds that Cashman had a reasonable basis in law or fact to stop working on
7 the Project, after not receiving payment for the Materials as required.

8 43. Any of the foregoing conclusions of law that are more properly findings of fact
9 shall be so considered.

10 ORDER

11 Based upon the foregoing, and other good cause appearing:

12 IT IS HEREBY ORDERED that, as to Cashman’s Causes of Action for Foreclosure of
13 Security Interest against Mojave (Third Cause of Action) and Unjust Enrichment against the
14 Owners Cashman conditioned upon the installation of the codes(Fifteenth Cause of Action), this
15 Court finds in favor of Cashman.

16 IT IS HEREBY FURTHER ORDERED that, as to Cashman’s Causes of Action for
17 Claim on Payment Bond against Mojave and Western (Fourteenth Cause of Action),
18 Enforcement of Mechanic’s Lien Release Bond against Mojave and Western (Ninth Cause of
19 Action), and Fraudulent Transfer (from Consolidate Case), this Court finds in favor of Mojave
20 and Western.

21 IT IS HEREBY FURTHER ORDERED that, as to Mojave’s defense counterclaim for
22 Misrepresentation (Third Claim for Relief), this Court finds in favor of Cashman.

23 IT IS HEREBY FURTHER ORDERED that, as to Mojave’s request for a “setoff”, this
24 Court finds in favor of Cashman.

25 IT IS HEREBY FURTHER ORDERED that this Court awards Cashman **\$197,051.87**,
26 on its Third Cause of Action, which is calculated as the following: (the amount of the Amended
27 Notice of Lien minus the amount in escrow, if Cashman finalizes the codes) times the percentage
28 of Mojave’s fault that was set forth in the equitable analysis above.

1 IT IS HEREBY FURTHER ORDERED that this Court awards Cashman the entire
2 amount remaining in the escrow account, \$86,600, on its Fifteenth Cause of Action to be paid
3 after Cashman installs the codes;

4 IT IS HEREBY FURTHER ORDERED that any proceeds from the Criminal Case (i.e.
5 any and all restitution that comes out of the Criminal Case) will be equally split 50/50 between
6 Cashman and Mojave.

7 IT IS HEREBY FURTHER ORDERED that this Court will address any issues of
8 attorneys' fees, costs, and prejudgment interest through post decision motions that may be filed
9 with the Court.

10 IT IS HEREBY FURTHER ORDERED that after this Findings of Fact and Conclusions
11 of Law is filed, the parties will submit a judgment to this effect accordingly.

12 DATED this 5 day of May, 2014.


13 
14 DISTRICT COURT JUDGE

15 ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

16 **Respectfully submitted by:**

17 Dated this 30 day of April, 2014.

18 **PEZZILLO LLOYD**

19
20 
21 BRIAN J. PEZZILLO, ESQ. (NBN 7136)
22 JENNIFER R. LLOYD, ESQ. (NBN 9617)
23 6725 Via Austin Parkway, Suite 290
24 Las Vegas, Nevada 89119
25 *Attorneys for Plaintiff Cashman Equipment*
26 *Company*
27
28

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

June 20, 2011

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

June 20, 2011 9:00 AM Motion for Leave

HEARD BY: Bare, Rob **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Maskas, Marisa L Attorney

JOURNAL ENTRIES

- Court FINDS, in accordance with NRCP 26(a), Plaintiff has met the majority of, if not all, factors.
COURT ORDERED, Motion for Leave to Conduct Limited Discovery GRANTED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

December 05, 2011

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

December 05, 2011 9:00 AM Motion to Dismiss

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 11D

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Brisco, Shemilly A. Attorney
 Coleman, Edward S. Attorney
 Maskas, Marisa L Attorney

JOURNAL ENTRIES

- Motion to Dismiss Defendant Janel Rennie

Following a review of the record, Court noted there are questions as to Defendant's role in the entity CAM Consulting. Arguments by counsel as to specific facts not pled and the alter ego claim. Mr. Coleman argued there is no factual nexus between Defendant Rennie and the entity CAM and moved for dismissal of Defendant Rennie. Ms. Maskas advised she is planning on taking the deposition of Rennie as well as other standard discovery.

Court FINDS there are questions of fact that still remain; the Complaint gives facts to support the cause of action and there are questions to be answered through discovery. COURT ORDERED, Motion to Dismiss DENIED with leave to bring a Summary Judgment Motion in the event discovery leads to a conclusion that no facts have been developed relevant to keeping Defendant in the action. Ms. Maskas to prepare the Order.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

January 27, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

January 27, 2012 9:00 AM Motion to Consolidate

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 11C

COURT CLERK: Susie Schofield; Jill Chambers

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Brisco, Shemilly A. Attorney
 Maskas, Marisa L Attorney

JOURNAL ENTRIES

- Mr. Coleman not present. Ms. Brisco advised the Parties had agreed to stipulate, however, understood that Mr. Coleman was opposing. Court noted the record shows that Mr. Coleman had sufficient notice. Court stated its findings as to the factual basis to allow for consolidation of Case No. A642583 and A 653029. There being no prejudice to the parties and removing any chance for inconsistent outcomes, COURT ORDERED, Motion to consolidate GRANTED. Ms. Brisco to prepare Order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

March 12, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

March 12, 2012 9:00 AM Motion to Dismiss

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 11D

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT:	BISSON, MITCHELL	Attorney
	Brisco, Shemilly A.	Attorney
	Callister, Matthew Q	Attorney
	Maskas, Marisa L	Attorney

JOURNAL ENTRIES

- Defendant Committee to Elect Richard Cherchio's Motion to Dismiss

Arguments by counsel regarding the allegations in the complaint as to Defendant Committee to Elect Richard Cherchio. COURT ORDERED, Motion to Dismiss GRANTED; there has to be some kind of connection that the Committee makes to have some kind of minimal knowledge that the money was obtained unlawfully. As to Plaintiff's Countermotion to Amend Complaint, request DENIED.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

May 07, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

May 07, 2012 9:00 AM All Pending Motions

HEARD BY: Bare, Rob COURTROOM: RJC Courtroom 11D

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Brisco, Shemilly A. Attorney
 Coleman, Edward S. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- DEFENDANT'S MOTION FOR SUMMARY JUDGMENT...MOTION TO AMEND COMPLAINT

There being no opposition to Motion to Amend Complaint, COURT ORDERED, Motion GRANTED.

As to Defendant's Motion for Summary Judgment, Court reviewed the facts of the case and the allegations therein. Arguments by counsel as to Plaintiff's claims against Defendants. Court FINDS there are areas that should be developed through discovery. COURT ORDERED, Defendant's Motion for Summary Judgment DENIED as premature, with allowance to revisit after discovery. Colloquy regarding mechanic's lien law; Court to also allow parties to revisit the lien issue following discovery. Further colloquy regarding discovery timeline. Ms. Lloyd-Robinson to prepare the Order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

August 03, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

August 03, 2012 9:00 AM Motion

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 11C

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Brisco, Shemilly A. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- COUNTERCLAIMANTS' MOTION FOR MANDATORY INJUNCTION TO PROCURE CODES ON ORDER SHORTENING TIME OR IN THE ALTERNATIVE APPLICATION FOR WRIT OF POSSESSION

Counsel advised Mr. Coleman was unable to appear due to illness. Counsel reviewed the request to procure the codes regarding the subject backup system. Following colloquy regarding issuing a stand alone bond for protection, Court proceeded in an injunctive mode. Arguments by counsel. Court FINDS, that the backup system needs to be in place and ORDERED, Motion GRANTED, with BOND in the amount of \$200,000.00. Mr. Boschee to prepare the Order and circulate to counsel. Court further noted that the Prejudgment Writ of Attachment becomes MOOT.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

August 10, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

**August 10, 2012 9:00 AM Motion for Default
Judgment**

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 11C

COURT CLERK: Susie Schofield

RECORDER: Patti Slattery

REPORTER:

PARTIES

PRESENT: Brisco, Shemilly A. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- PLAINTIFF'S HEARING ON APPLICATIONS FOR DEFAULT JUDGMENT AS TO CAM CONSULTING, INC. AND ANGELO CARVALHO

Colloquy regarding competing Orders and the language therein regarding providing the codes or installation of the codes; Court to sign Order as to installation.

In regard to the prove-up, Shane Norman, Credit Manager for Cashman Equipment, was SWORN and testified. Due to the fraud claims against Carvalho, Ms. Lloyd-Robinson requested an award of punitive damages. Colloquy regarding Carvalho's military status. COURT ORDERED, Default Judgment as to Cam Consulting and Angelo Carvalho GRANTED. Ms. Lloyd-Robinson to submit Order with updated fees and costs, and award of punitive damages.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

September 11, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

September 11, 2012 3:00 AM Minute Order

HEARD BY: Bare, Rob

COURTROOM:

COURT CLERK: Susie Schofield

RECORDER:

REPORTER:

PARTIES
PRESENT:

JOURNAL ENTRIES

- Minute Order Re: 9/14/12 Hearing

Due to this Court's schedule, matter is RESET.

CONTINUED TO: 9/17/21 9:00 AM

CLERK'S NOTE: A copy of this Minute Order to be placed in the attorney folder(s) of: Jennifer R. Lloyd-Robinson (Pezzillo R), Brian Boshee (Cotton, Driggs W, H, W & T), Edward S. Coleman (Coleman Law Assoc), and Keen L. Ellsworth (Ellsworth, B & E).

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

September 17, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

September 17, 2012 9:00 AM Motion For
Reconsideration

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 11D

COURT CLERK: Tiffany Lawrence

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- Ms. Lloyd-Robinson stated she filed a notice of appeal; colloquy regarding lack of jurisdiction for court to rule on the motion for reconsideration. COURT ORDERED, matter TAKEN OFF CALENDAR.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

October 05, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

October 05, 2012 9:00 AM Motion to Stay

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 11C

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- PLAINTIFF'S MOTION TO STAY OR SUSPEND ORDER GRANTING IN PART
COUNTERCLAIMANT'S MOTION FOR PRELIMINARY INJUNCTION TO PROCURE CODES
AND REQUEST FOR ORDER SHORTENING TIME

Ms. Lloyd-Robinson appeared in support of Motion to Stay. MATTER TRAILED for opposing counsel.

MATTER RECALLED. All parties present as above. Ms. Lloyd-Robinson advised of information received from the project manager of Whiting Turner, stating there is no life safety issue and no ongoing damage issue. Upon inquiry of Court, Ms. Lloyd Robinson advised they had posted the required \$500 bond and alleged that to be sufficient. COURT ORDERED, Plaintiff s Motion to Stay Order Granting in Part Counterclaimant s Motion for Preliminary Injunction to Procure Codes GRANTED; Cashman Equipment to post a \$500 supersedeas bond. Ms. Lloyd-Robinson to prepare the Order.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

November 09, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

November 09, 2012 9:00 AM All Pending Motions

HEARD BY: Bare, Rob COURTROOM: RJC Courtroom 11C

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Brisco, Shemilly A. Attorney
 Coleman, Edward S. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- DEFENDANT'S MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN...DEFENDANT'S MOTION FOR SUMMARY JUDGMENT OF SURETY PAYMENT AND LICENSE BOND CLAIMS...CASHMAN EQUIPMENT COMPANY'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT OF SURETY PAYMENT AND LICENSE BOND CLAIMS AND COUNTERMOTION FOR SUMMARY JUDGMENT

Shane Norton of Cashman Equipment also present. Arguments by counsel in regard to the Mechanic's Lien and Defendant's Motion to Expunge or Reduce Mechanic's Lien. Ms. Lloyd requested discovery continue in this matter. MATTER TRAILED for Court s determination.

MATTER RECALLED. All parties present as above. Court stated its findings and concerns as to notice to owner; Court to allow parties to conduct discovery to develop evidence relevant to the notice issue. Matter to be continued, with 90 days for discovery with supplemental pleadings submitted following discovery to include what materials were delivered, when supplies were

delivered, and time certain notice information; Plaintiff s supplemental brief to be filed by 2/25/13, Defendant s supplemental response to be filed by 3/12/13, and hearing SET.

3/26/13 9:00 AM - Defendant s Motion to Expunge or Reduce Mechanic's Lien...Defendant's Motion for Summary Judgment of Surety Payment and License Bond Claims...Cashman Equipment company's Opposition to Motion for Summary Judgment of surety Payment And License Bond Claims and Countermotion for Summary Judgment - CONTINUED

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

December 17, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

December 17, 2012 9:00 AM Motion

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 11D

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Brisco, Shemilly A. Attorney
 Coleman, Edward S. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- PLAINTIFF CASHMAN EQUIPMENT CO.'S MOTION FOR CERTIFICATION OF DEFAULT JUDGMENTS AGAINST DEFENDANTS CAM CONSULTING AND ANGELO CARVALHO AS BEING FINAL

Court reviewed the matter in regard to Plaintiff's request to certify the default judgments against CAM & Carvalho. Ms. Lloyd requested the pre-judgment bond be released. Arguments by counsel; Mr. Coleman stated his concerns regarding certification. Colloquy regarding service by publication and notice of prove-up hearing. COURT ORDERED, Motion for Certification of Default Judgments against Defendants Cam Consulting and Angelo Carvalho GRANTED; the matter regarding the pre-judgment bond posted earlier not to be heard at this time. Ms. Lloyd to prepare the Order and circulate with counsel.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

December 21, 2012

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

December 21, 2012 9:00 AM Motion to Amend

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 11C

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- Plaintiff's Motion to Amend Complaint

In regard to Plaintiff's proposed Fourth Amended Complaint, Mr. Boschee stated his concerns with the unjust enrichment claim. Colloquy regarding procedural stage of this matter. COURT ORDERED, Plaintiff's Motion to Amend Complaint GRANTED. Ms. Lloyd to prepare the Order.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

April 11, 2013

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

April 11, 2013 9:00 AM All Pending Motions

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 03C

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Coleman, Edward S. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- CASHMAN EQUIPMENT COMPANY'S MOTION FOR SUMMARY JUDGMENT AGAINST JANEL RENNIE AKA JANEL CARVALHO...CASHMAN EQUIPMENT COMPANY'S MOTION FOR SUMMARY JUDGMENT AGAINST ELEMENT IRON & DESIGN, LLC OR IN THE ALTERNATIVE MOTION TO STRIKE ELEMENT IRON & DESIGN, LLC'S ANSWER FOR FAILURE TO COMPLY WITH NRCP 16.1...QH LAS VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC SUCCESSOR LLC, AND FC/LW VEGAS' MOTION TO DISMISS, OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT...CASHMAN EQUIPMENT COMPANY'S MOTION FOR SUMMARY JUDGMENT AGAINST WEST EDNA ASSOCIATES, LTD. DBA MOJAVE ELECTRIC AND WESTERN SURETY COMPANY ON THE PAYMENT BOND CLAIM

Shey Norman also present on behalf of Cashman Equipment Company.

Colloquy regarding moving the Summary Judgment motions on the payment bond claim. In regard to Cashman Equipment Company s Motion for Summary Judgment Against Element Iron & Design, Llc or In the Alternative Motion to Strike Element Iron & Design, Llc s Answer for Failure to Comply

with NRCP 16.1, COURT ORDERED, Motion GRANTED as unopposed.

In regard to Cashman Equipment Company s Motion for Summary Judgment Against Janel Rennie AKA Janel Carvalho, following arguments by counsel, Court stated its findings and ORDERED, Motion GRANTED. Ms. Lloyd to prepare the Order and circulate to Mr. Coleman and Mr. Boschee.

In regard to QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor LLC, And FC/LW Vegas Motion to Dismiss, or In the Alternative, Motion for Summary Judgment, arguments by counsel regarding the unjust enrichment claim. COURT ORDERED, Motion DENIED. Ms. Lloyd to prepare the Order.

In regard to Cashman Equipment Company's Motion for Summary Judgment Against West Edna Associates, Ltd, dba Mojave Electric and Western Surety Company on the Payment Bond Claim, COURT ORDERED, matter CONTINUED.

4/16/13 9:00 AM - Cashman Equipment Company's Motion for Summary Judgment Against West Edna Associates, Ltd, dba Mojave Electric and Western Surety Company on the Payment Bond Claim...CONTINUED

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

April 16, 2013

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

April 16, 2013 9:00 AM All Pending Motions

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 03C

COURT CLERK: Susie Schofield

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Bosch, Brian W. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

-
DEFENDANT'S MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN... DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT OF SURETY PAYMENT AND LICENSE BOND CLAIMS...
CASHMAN EQUIPMENT COMPANY'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT
OF SURETY PAYMENT AND LICENSE BOND CLAIMS AND COUNTERMOTION FOR
SUMMARY JUDGMENT... CASHMAN EQUIPMENT COMPANY'S MOTION FOR SUMMARY
JUDGMENT AGAINST WEST EDNA ASSOCIATES, LTD. DBA MOJAVE ELECTRIC AND
WESTERN SURETY COMPANY ON THE PAYMENT BOND CLAIM

Mr. Bugbee, on behalf of Mojave Electric, and Shane Morgan, on behalf of Cashman Equipment
Company, also present.

In regard to Defendant s Motion to Expunge or Reduce Mechanic s Lien, colloquy and arguments
regarding dispute of notice issue. COURT ORDERED, Motion DENIED

Further arguments regarding timing, notice issues, and other disputes. COURT ORDERED as

PRINT DATE: 06/03/2014

Page 17 of 32

Minutes Date: June 20, 2011

follows: Defendant's Motion for Summary Judgment of Surety Payment and License Bond Claims, DENIED; Cashman Equipment Company's Opposition to Motion for Summary Judgment of Surety Payment and License Bond Claims and Countermotion for Summary Judgment, DENIED; and Cashman Equipment Company's Motion for Summary Judgment Against West Edna Associates, LTD, dba Mojave Electric and Western Surety Company on the Payment Bond Claim, DENIED.

Court advised counsel that in accordance with bench trial procedures, trial briefs to be submitted by each party. Ms. Lloyd to prepare the Orders and circulate with Mr. Boschee.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

April 26, 2013

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

April 26, 2013 3:00 AM Motion to Withdraw as
Counsel

HEARD BY: Bare, Rob

COURTROOM:

COURT CLERK: Ying Pan

RECORDER: Ellen Fumo

REPORTER:

PARTIES
PRESENT:

JOURNAL ENTRIES

- Having examined the Motion and Affidavit of Counsel, noting no opposition and that Counsel has complied with EDCR 7.40 by providing the client's current or last known address and telephone number, and good cause appearing, COURT ORDERED, the Motion to Withdraw as Counsel of Record is hereby GRANTED. Counsel cites as cause for withdrawal the client's financial difficulties and request to refrain from further representation. A copy of the Motion was sent to the client on or about March 26, 2013. Pursuant to EDCR 2.23, the hearing on this matter set for April 30, 2013 is advanced and VACATED. Moving party to prepare and submit proposed order to chambers within 10 days and the order shall include the client's last known address, telephone number, and all known contact information, as well as all future hearing dates, trial dates, arbitration dates (if any) and discovery deadlines.

CLERK'S NOTE: The above minute order has been distributed via email to: Attorneys Jennifer Lloyd-Robinson (jrobinson@pezzillorobinson.com), Brian Boschee (bboschee@nevadafirm.com), Edward Coleman (ecoleman@colemanlawoffice.com), and Matthew Callister (MQC@call-law.com). - YP 4/26/13

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

July 11, 2013

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

July 11, 2013	9:00 AM	Motion for Attorney Fees and Costs	Cashman Equipment Company's Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275
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HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 03C

COURT CLERK: Ying Pan

RECORDER: Ellen Fumo

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney

JOURNAL ENTRIES

- Attorney Brian Pezzillo (Bar No. 7136) appearing for Attorney Jennifer Lloyd-Robinson, on behalf of Plaintiff.

Court presented case overview and tentative ruling. Arguments by counsel as to validity of the mechanics lien, whether the Motion is premature, and billing records. COURT ORDERED, Motion GRANTED with the provision that Plaintiff to provide Defense counsel with relevant documentation contemplating attorneys' fees, and to identify with specificities regarding the mechanic lien matter. Court NOTED, Defense counsel can file some meaningful Opposition after reviewing the billing records, and a hearing regarding the Opposition may be set, if necessary. Mr. Pezzillo to prepare the proposed Order. Mr. Boschee inquired whether Defendant can recover the fees granted today and the fees associating the mechanic lien, if Defendant is the prevailing party after the trial. Court INFORMED Mr. Boschee that he may.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

September 19, 2013

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

September 19, 2013 11:00 AM Pretrial/Calendar Call

HEARD BY: Bare, Rob

COURTROOM:

COURT CLERK: Susie Schofield

RECORDER: Carrie Hansen

REPORTER:

PARTIES

PRESENT: Lloyd-Robinson, Jennifer R. Attorney
Miller, William Attorney

JOURNAL ENTRIES

- Counsel advised the parties have agreed to continue and requested matter be moved to the next stack. COURT SO NOTED; trial date VACATED and RESET.

10/31/13 11:00 AM - CALENDAR CALL

11/12/13 1:30 PM - BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

October 17, 2013

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

October 17, 2013	9:00 AM	Motion	Plaintiff's Motion to Certify Judgment Against Defendant Janel Rennie aka Janel Carvalho as being Final Pursuant to NRCP 54(B)
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HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 03C

COURT CLERK: Andrea Natali

RECORDER: Carrie Hansen

REPORTER:

PARTIES

PRESENT:	Maskas, Marisa L	Attorney
	Miller, William	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Miller stated there was no opposition to the Motion. COURT ORDERED, Motion to Certify Judgment GRANTED; Judgment CERTIFIED and Order Granting the Motion SIGNED IN OPEN COURT.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

October 31, 2013

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

October 31, 2013 11:00 AM Pretrial/Calendar Call

HEARD BY: Bare, Rob

COURTROOM:

COURT CLERK: Susie Schofield

RECORDER: Carrie Hansen

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Lloyd-Robinson, Jennifer R. Attorney

JOURNAL ENTRIES

- Counsel stated three days are needed for trial. Colloquy regarding available dates for trial. COURT ORDERED, trial date VACATED and RESET.

12/9/13 9:00 AM - BENCH TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

January 21, 2014

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

January 21, 2014 1:00 PM Bench Trial

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 03C

COURT CLERK: Susie Schofield

RECORDER: Carrie Hansen

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Lloyd-Robinson, Jennifer R.	Attorney
	Miller, William	Attorney
	Pezzillo, Brian J.	Attorney

JOURNAL ENTRIES

- Joel Larsen, present on behalf of Cashman Equipment Company. Nancy Briseno-Rivera and Brian Bugni, present on behalf of corporate defendants.

Court noted pre-trial pleadings received and reviewed. Exclusionary Rule INVOKED. Counsel submitted proposed joint trial exhibits. COURT ORDERED, Joint Exhibits ADMITTED. Testimony and exhibits presented (See Worksheets).

Court adjourned.

1/22/14 1:00 PM - BENCH TRIAL CONTINUED

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract

COURT MINUTES

January 22, 2014

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

January 22, 2014 1:00 PM Bench Trial

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 03C

COURT CLERK: Ying Pan

RECORDER: Carrie Hansen

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Lloyd-Robinson, Jennifer R.	Attorney
	Miller, William	Attorney
	Pezzillo, Brian J.	Attorney

JOURNAL ENTRIES

- Joel Larsen, present on behalf of Cashman Equipment Company. Nancy Briseno-Rivera and Brian Bugni, present on behalf of corporate Defendants.

Plaintiff invoked exclusionary rule. Testimony and exhibits presented (see worksheets). Plaintiff rested. Defense case in chief. Testimony and exhibits presented (see worksheets). Defense rested. Colloquy regarding accounting records of Mojave. COURT ORDERED, Trial CONTINUED.

1-23-14 2:00 PM BENCH TRIAL - CONTINUED

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

January 23, 2014

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

January 23, 2014 2:00 PM Bench Trial

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 03C

COURT CLERK: Susie Schofield

RECORDER: Carrie Hansen

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Lloyd-Robinson, Jennifer R. Attorney
 Miller, William Attorney
 Pezzillo, Brian J. Attorney

JOURNAL ENTRIES

- Lee Vanderpool and Joel Larsen, present on behalf of Cashman Equipment Company. Brian Bugni present on behalf of Mojave Electric.

Per Court's request, spread sheets and bond invoices submitted by Mr. Boschee, proposed as Court's Exhibit No. 1. Objection by Ms. Lloyd to the last six pages of said exhibit as not presented in discovery. Arguments by Mr. Boschee as part of an offset defense. Court noted objection. COURT ORDERED, objection DENIED; said Exhibit admitted as Court's Exhibit No. 1. Arguments and objection regarding Zillow printout proposed as Court's Exhibit No. 2. COURT ORDERED, objection DENIED; said printout admitted. (See Worksheets) Further exhibits proposed by Plaintiff. Argued and ADMITTED. Further Court's Exhibits admitted. (See Worksheets)

Closing arguments by Mr. Pezzillo. Closing arguments by Mr. Boschee. Court recessed for deliberations; matter CONTINUED.

A-11-642583-C

1/24/14 2:30 PM - BENCH TRIAL CONTINUED (DECISION)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

January 24, 2014

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

January 24, 2014 2:30 PM Bench Trial

HEARD BY: Bare, Rob

COURTROOM: RJC Courtroom 03C

COURT CLERK: Susie Schofield

RECORDER: Sandra Pruchnic

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Lloyd-Robinson, Jennifer R.	Attorney
	Miller, William	Attorney
	Pezzillo, Brian J.	Attorney

JOURNAL ENTRIES

- Bench Trial: DECISION

Also present: Joel Larsen and Lee Vanderpool on behalf of Plaintiff; Brian Bugni present on behalf of Defendant.

Following careful review of the proceedings and exhibits presented, Court stated its findings, and entered its decision as follows:

In regard to the first claim, on Payment Bond, Court FINDS FOR THE DEFENSE.

In regard to the second claim, foreclosure of Mechanic's Lien, Court FINDS FOR THE DEFENSE.

In regard to the third claim, foreclosure of security interest, Court FINDS FOR THE PLAINTIFF.

In regard to the fourth claim, fraudulent transfer, Court FINDS FOR THE DEFENSE.

In regard to the fifth claim, unjust enrichment, Court FINDS FOR THE PLAINTIFF.

As to the Counterclaim of Defendants, Court FINDS IN FAVOR OF THE PLAINTIFF; Counterclaim DENIED.

In regard to distributing the financial award, consistent with some responsibility of fault for what Carvalho did, as far as equitable fault, Court FINDS, as an equitable fault analysis, Plaintiff Cashman's responsibility at 67%; Defendant Mojave's responsibility at 33%. Court noted the Disadvantaged Business Entity requirement concerns.

COURT FURTHER ORDERS as follows: Any restitution that may come from the criminal case, be split 50/50 between the parties; all faults against Carvalho awarded to the Plaintiff; the subject house is awarded to Plaintiff; and in regard to the setoff of around \$75,000 to Mojave, Setoff DENIED.

Upon inquiry of Mr. Boschee in regard to interim attorneys fees in regard to the lien, Defendant to file appropriate motions. As to fees and costs and prevailing party issues, counsel to bring appropriate motions. Parties are to work together to draft the Order; if not agreed, counsel to submit competing Orders.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Breach of Contract

COURT MINUTES

May 08, 2014

A-11-642583-C Cashman Equipment Company, Plaintiff(s)
vs.
CAM Consulting Inc, Defendant(s)

May 08, 2014 9:00 AM All Pending Motions

HEARD BY: Bare, Rob **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Susie Schofield

RECORDER: Carrie Hansen

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Miller, William Attorney
 Pezzillo, Brian J. Attorney

JOURNAL ENTRIES

- CASHMAN EQUIPMENT COMPANY'S OPPOSITION TO DEFENDANTS' MOTION FOR RELIEF PURSUANT TO NRCP 60(B) AND OPPOSITION TO MOTION FOR ATTORNEYS' FEES AND COSTS PURSUANT TO NRS CHAPTER 108; AND, COUNTERMOTION FOR ATTORNEYS' FEES... COUNTER CLAIMANT WEST EDNA ASSOCIATES LTD.'S MOTION FOR RELIEF PURSUANT TO NRCP 60(B) AND MOTION FOR ATTORNEYS' FEES AND COSTS PURSUANT TO NRS CHAPTER 108... CROSS CLAIMANT WESTERN SURETY CO.'S REPLY TO CASHMAN EQUIPMENT COMPANY'S OPPOSITION TO DEFENDANTS' MOTION FOR RELIEF PURSUANT TO NRCP 60(B) AND OPPOSITION TO MOTION FOR ATTORNEYS' FEES AND COSTS PURSUANT TO NRS CHAPTER 108 AND COUNTERMOTION FOR ATTORNEYS' FEES

In regard to Motions, Countermotions and oppositions thereto, arguments by counsel in regard to the lien claim, whether the lien was expunged, and if relief is appropriate under Rule 60(b). Court noted NRS 18.010, 18.020, 108.227, 108.237 regarding fees with lien claimants. Following colloquy regarding a fair and potential agreement, COURT ORDERED, matter taken UNDER ADVISEMENT for Court's determination.

Cashman Equipment Co. v. CAM Consulting

A 642583

Exhibit No.	Description	Bates No.	Date Offered	Objection	Date Admit
J 01	Cashman Credit Application	CASH 001-002	1-21-14	NO	1-21-14
J 02	Cashman Invoices	CASH 003-006			
J 03	Cashman Shipping Orders	CASH 007-009			
J 04	Cashman's Unconditional Waiver & Release Upon Final Payment	CASH 010-011			
J 05	Cashman's UCC Filing	CASH 012			
J 06	Cashman's Preliminary Notice of Right to Lien	CASH 013			
J 07	Wells Fargo Stop Notice	CASH 014-015			
J 08	Cashman's demand letter to CAM	CASH 016-018			
J 09	Cashman's letter to DA and Bad Check Complaint	CASH 019-020			
J 10	Lis Pendens	CASH 021-023			
J 11	Mechanic's Lien and Service doc	CASH 027-032, WTUR0001197			
J 12	Whiting Turner Bond Claim	CASH 033--34			
J 13	Checks from Mojave to CAM	CASH 467-473			
J 14	Checks from CAM to Mojave	CASH 479-480			
J 15	Transmittals	CASH 1019-1041			
J 16	Photographs	CASH 1674-1688			
J 17	Emails to/from Phillips and Anderson of Forest City - 7/7/11	CASH 1728-1731			
J 18	Cashman's Preliminary Notice of Right to Lien to Forest City, 4/29/10	CASH 1734			
J 19	Assessor Property Information	CASH 1735			
J 20	Cashman's Preliminary Notice of Right to Lien to QH Las Vegas, 12/7/10	CASH 1736			
J 21	Job information sheet from Mojave	CASH 1737			
J 22	Photographs	CASH 1745-46			
J 23	Cashman Quote 8/31/09	CASH 1747			
J 24	Clear Copy - Mojave Purchase Order (re: MOJ 35 - 36)	CASH 1752-1754			
J 25	Cashman Submittal - 5/24/10	CASH 1762			
J 26	Mojave Transmittal - 6/16/10	CASH 1763			
J 27	Material Release Order from Mojave to Cam - 8/11/10	CASH 1766-67			
J 28	Whiting Turner Submittal - 9/21/10	CASH 1768			
J 29	Delivery/ Packing Slip - 11/11/10	CASH 1769			
J 30	Delivery	CASH 1770-1771			
J 31	SWAs and Internal Billings re: Service Tech & Project Meeting	CASH 1773-1782			
J 32	Property records from City Hall project	from Cashman's Opp/MSJ @ Ex. 2			

Exhibit No.	Description	Bates No.	Date Offered	Objection	Date Admit
J 33	Letter to J. Lloyd from T. Touton - Aug. 8, 2011	from Cashman's Opp/MSJ @ ex 18			
J 34	Letter to J. Lloyd from T. Touton - Aug. 25, 2011	from Cashman's Opp/MSJ @ ex 19			
J 35	Mojave Contract	MOJ 00001 - 32			
J 36	Terms & Conditions - Mojave to CAM - 4/23/10	MOJ 33- 34			
J 37	Mojave PO to CAM	MOJ 35 - 36			
J 38	Whiting Turner Payment Bond	MOJ 170-176			
J 39	Mojave Lien Release Bond	MOJ 453-455			
J 40	Whiting Turner & Mojave Contract	WTC 1 -28			
J 41	Misc. Emails	WTC 38 - 40, 42, 48, 56, 58-59, 61, 63-64			
J 42	Whiting Turner Payment Documents	WTUR 1 - 134			
J 43	Mojave - Generator Paralleling Switchgear submittal & Engineering Drawings	WTUR 170 - 722			
J 44	Email from WT (Hooley) to Frances McCombs re: request for unconditional releases - 5.16.11	WTUR 2562-63			
J 45	WT Detail job Cost Ledger & Misc. Documents	WTUR 2604 - 2829			
J 46	Email from Meiers to WT (Burch) re: lighting - 2/13/12	WTUR 3226			
J 47	Misc. Correspondence: between Whiting Turner, Forest City and Mojave	WTUR 6763-6777, 1457			
J 48	Generator Expense Chart, Cashman invoices and Cost detail sheets from Mojave	WTUR 9443-9457			
J 49	Mojave Payment Bond	WTUR 1153-55			
J 50	Payment Application 30 & Certification for Payment	CONFID FC - 1 - 6			
J 51	Full Service Agreement for LV City Hall	CONFID FC - 7 - 46			
J 52	Letter to PR from FC - 7/10/12	CONFID FC - 47			
J 53	Emails between Anderson and Louttit - 7/10/12 and 7/11/12	CONFID FC - 48 - 49			
J 54	Cashman Job File	CASH 523-1178			

656

Exhibit No.	Description	Bates No.	Date Offered	Objection	Date Admit
J 55	Emails/Invoices/Unconditional Waiver and Release/Bond for Release/Payments	MOJ 37-169			
J 56	Mojave Electric's Job File	MOJ 185 - 1402			
J 56.1	Mojave Electric's Job File	MOJ 1403 - 2221 pg 2210			
J 57	Mojave's Invoices from CAM	MOJ 2222-2270			
J 58	Wells Fargo Documents	CASH 246-389, 486-522, 1220-1251			
J 59	Bank of America Documents	CASH 35-245			
J 60	Nevada State Bank Documents	CASH 390-485, 1693-1720			
J 61	Cashman's Preliminary Notice of Right to Lien, 12/7/10, stamped received by Forest City	WTUR0001204			
J 62	Cashman's Preliminary Notice of Right to Lien, 12/7/10, stamped received by Whiting Turner	WTUR0001218			
J 63	Cashman's Preliminary Notice of Right to Lien, 4/20/11, stamped received by Forest City	WTUR0001221			
J 64	Cashman's Preliminary Notice of Right to Lien, 4/28/11, stamped received by Forest City	WTUR0001199			
J 65	Misc. Invoices to Mojave	From Mojave's MSJ, filed on 3/9/2012, Exhibit A-3			
66	Amended Notice of Lien		1-23-14	NO	1-23-14
67	Invoice		1-23-14	yes	1-23-14



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

JENNIFER R. LLOYD, ESQ.
6725 VIA AUSTI PKWY., SUITE 290
LAS VEGAS, NV 89119

DATE: June 3, 2014
CASE: A642583

RE CASE: CASHMAN EQUIPMENT COMPANY vs. 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; QH LAS VEGAS, LLC; PQ LAS VEGAS, LLC; L W T I C SUCCESSOR, LLC; FQ/LW VEGAS

NOTICE OF APPEAL FILED: May 30, 2014

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☐ \$250 – Supreme Court Filing Fee**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☐ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☒ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT AND CONCLUSIONS OF LAW; NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSION OF LAW; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

CASHMAN EQUIPMENT COMPANY,

Plaintiff(s),

vs.

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; QH LAS VEGAS, LLC; PQ LAS VEGAS, LLC; L W T I C SUCCESSOR, LLC; FC/LW VEGAS,

Defendant(s),

Case No: A642583

Dept No: XXXII

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 3-day of June 2014.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk

PEZZILLO LLOYD

OPERATING ACCOUNT

6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
702.233.4225

BANK OF GEORGE

815 N. GUNNELL RD., STE 110
LAS VEGAS, NV 89118
702.233.1000

9009

94-236/1224

DATE 6/2/2014

PAY TO THE ORDER OF Supreme Court of Nevada

\$ **250.00

Two Hundred Fifty and 00/100*****

DOLLARS

Supreme Court of Nevada

MEMO

342.21

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈009009⑈ ⑆122402366⑆ 1010209300⑈

PEZZILLO LLOYD - OPERATING ACCOUNT

Supreme Court of Nevada

6/2/2014

9009

250.00

Bank of George Oper 342.21

250.00