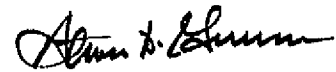


# **EXHIBIT 16**



CLERK OF THE COURT

1 **NOTC**  
2 BRIAN W. BOSCHKEE, ESQ.  
3 Nevada Bar No. 7612  
4 E-mail: bboschkee@nevadafirm.com  
5 SHERILLY A. BRISCOE, ESQ.  
6 Nevada Bar No. 9985  
7 E-mail: sbriscoe@nevadafirm.com  
8 COTTON, DRIGGS, WALCH,  
9 HOLLEY, WOLOSON & THOMPSON  
10 400 South Fourth Street, Third Floor  
11 Las Vegas, Nevada 89101  
12 Telephone: 702/791-0308  
13 Facsimile: 702/791-1912

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

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 CASHMAN EQUIPMENT COMPANY, a  
20 Nevada corporation,

21 Plaintiff,

22 v.

23 CAM CONSULTING, INC., a Nevada  
24 corporation; ANGELO CARVALHO, an  
25 individual; JANEL RENNIE aka JANEL  
26 CARVALHO, an individual; WEST EDNA  
27 ASSOCIATES, LTD. dba MOJAVE  
28 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

**NOTICE OF ENTRY OF DEFAULT**

YOU, and each of you, will please take notice that a Default in the above-entitled matter was filed and entered by the Clerk of the above-entitled Court on the 13th day of December, 2012, a copy of which is attached hereto.

1 Dated this 13<sup>th</sup> day of December, 2012.

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

4 *A Briscoe*

5 BRIAN W. BOSCHKEE, ESQ.

6 Nevada Bar No. 7612

7 SHELILLY A. BRISCOE, ESQ.

8 Nevada Bar No. 9985

9 400 South Fourth Street, Third Floor

10 Las Vegas, Nevada 89101

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

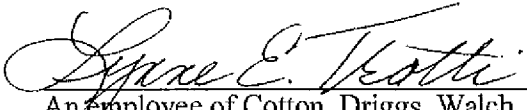
**CERTIFICATE OF MAILING**

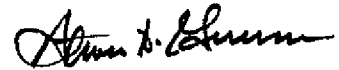
I HEREBY CERTIFY that, on the 13<sup>th</sup> day of December, 2012 and pursuant to NRCP 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **NOTICE OF ENTRY OF DEFAULT**, postage prepaid and addressed to:

Jennifer R. Lloyd, Esq.  
Marisa L. Maskas, Esq.  
PEZZILLO LLOYD  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
*Attorneys for Plaintiff*

Edward Coleman, Esq.  
COLEMAN LAW ASSOCIATES  
8275 S. Eastern, Suite 200  
Las Vegas, Nevada 89123  
*Attorneys for Defendant Janel Rennie aka Janel Carvalho*

Keen L. Ellsworth, Esq.  
ELLSWORTH & BENNION, CHTD.  
777 N. Rainbow Blvd., Suite 270  
Las Vegas, Nevada 89107  
*Attorneys for Element Iron and Design*

  
An employee of Cotton, Driggs, Walch,  
Holley, Woloson & Thompson



CLERK OF THE COURT

1 **DFLT**  
2 BRIAN W. BOSCHKE, ESQ.  
3 Nevada Bar No. 7612  
4 E-mail: bboschke@nevadafirm.com  
5 SHELILLY A. BRISCOE, ESQ.  
6 Nevada Bar No. 9985  
7 E-mail: SBriscoe@nevadafirm.com  
8 COTTON, DRIGGS, WALCH,  
9 HOLLEY, WOLOSON & THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
Telephone: 702/791-0308  
Facsimile: 702/791-1912

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

**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)

**DEFAULT**

It appears from the files and records in the above-entitled action that, Defendant herein,  
Angelo Carvalho ("Defendant Carvalho") was duly served by publication with a copy of the

RECEIVED

NOV 28 2012

CLERK OF THE COURT

RECEIVED

SEP 27 2012

CLERK OF THE COURT

RECEIVED

OCT 10 2012

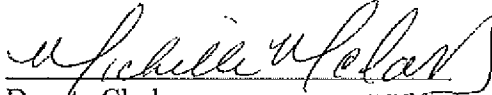
CLERK OF THE COURT

1 Summons and Answer to the Third Amended Complaint, Counterclaim Against Cashman  
2 Equipment Company and Crossclaim Against CAM Consulting, Inc. and Angelo Carvalho on  
3 August 3, 2012, August 10, 2012, August 17, 2012, August 24, 2012 and August 31, 2012; that  
4 more than 20 days exclusive of the day of service, has expired since service upon Defendant  
5 Carvalho; and that no answer or other appearance has been filed by Defendant Carvalho; and no  
6 further time has been granted.

7 Therefore, the default of Angelo Carvalho for failing to answer or otherwise plead to the  
8 Summons and Answer to the Third Amended Complaint, Counterclaim Against Cashman  
9 Equipment Company and Crossclaim Against CAM Consulting, Inc. and Angelo Carvalho is  
10 hereby entered.

11 The undersigned hereby requests and directs the entry of default.

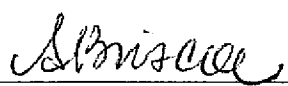
12 **CLERK OF THE COURT** STEVEN D. GRIERSON  
13 CLERK OF THE COURT

14 By:   
15 Deputy Clerk, MICHELLE MCCARTHY

16 Date: DEC 05 2012

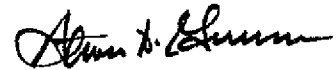
17 Submitted by:

18  
19 **COTTON, DRIGGS, WALCH,**  
20 **HOLLEY, WOLOSON & THOMPSON**

21   
22 BRIAN W. BOSCH, ESQ.  
23 Nevada Bar No. 7612  
24 SHEMILLY A. BRISCOE, ESQ.  
25 Nevada Bar No. 9985  
26 400 South Fourth Street, Third Floor  
27 Las Vegas, Nevada 89101  
28

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

# **EXHIBIT 15**



CLERK OF THE COURT

**NOTC**

BRIAN W. BOSCHKEE, ESQ.

Nevada Bar No. 7612

E-mail: [bboschkee@nevadafirm.com](mailto:bboschkee@nevadafirm.com)

SHEMILLY A. BRISCOE, ESQ.

Nevada Bar No. 9985

E-mail: [sbriscoe@nevadafirm.com](mailto:sbriscoe@nevadafirm.com)

COTTON, DRIGGS, WALCH,

HOLLEY, WOLOSON & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Facsimile: 702/791-1912

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

**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

**NOTICE OF ENTRY OF DEFAULT**

YOU, and each of you, will please take notice that a Default in the above-entitled matter was filed and entered by the Clerk of the above-entitled Court on the 29th day of October, 2012, a copy of which is attached hereto



1 Dated this 30th day of October, 2012.

2 COTTON, DRIGGS, WALCH,  
3 HOLLEY, WOLOSON & THOMPSON

4 

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

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

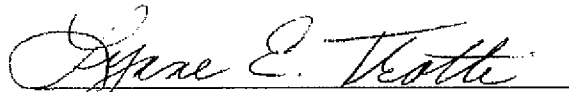
**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that, on the 30<sup>th</sup> day of October, 2012 and pursuant to NRCP 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **NOTICE OF ENTRY OF DEFAULT**, postage prepaid and addressed to:

Jennifer R. Lloyd, Esq.  
Marisa L. Maskas, Esq.  
PEZZILLO LLOYD  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
*Attorneys for Plaintiff*

Edward Coleman, Esq.  
COLEMAN LAW ASSOCIATES  
8275 S. Eastern, Suite 200  
Las Vegas, Nevada 89123  
*Attorneys for Defendant Janel Rennie aka Janel Carvalho*

Keen L. Ellsworth, Esq.  
ELLSWORTH & BENNION, CHTD.  
777 N. Rainbow Blvd., Suite 270  
Las Vegas, Nevada 89107  
*Attorneys for Element Iron and Design*

  
An employee of Cotton, Driggs, Walch,  
Holley, Woloson & Thompson

  
CLERK OF THE COURT

**DFLT**  
BRIAN W. BOSCHKEE, ESQ.  
Nevada Bar No. 7612  
E-mail: bboschkee@nevadafirm.com  
SHEMILLY A. BRISCOE, ESQ.  
Nevada Bar No. 9985  
E-mail: SBriscoe@nevadafirm.com  
COTTON, DRIGGS, WALCH,  
HOLLEY, WOLOSON & THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101  
Telephone: 702/791-0308  
Facsimile: 702/791-1912

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

**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)

**DEFAULT**

It appears from the files and records in the above-entitled action that, Defendant herein,  
CAM Consulting, Inc. was served with a copy of the Summons and Answer to the Third

RECEIVED  
OCT 18 2012  
CLERK OF THE COURT

RECEIVED  
OCT 10 2012  
CLERK OF THE COURT

1 Amended Complaint, Counterclaim Against Cashman Equipment Company and Crossclaim  
2 Against CAM Consulting, Inc. and Angelo Carvalho through the Nevada Secretary State on July  
3 31, 2012.

4 More than 20 days have elapsed since said service and Defendant CAM Consulting, Inc.  
5 has not answered, or otherwise responded and no extension has been granted. Therefore, the  
6 default of CAM Consulting, Inc. for failing to answer or otherwise plead to the Summons and  
7 Answer to the Third Amended Complaint, Counterclaim Against Cashman Equipment Company  
8 and Crossclaim Against CAM Consulting, Inc. is hereby entered.

9 The undersigned hereby requests and directs the entry of default.

10 **CLERK OF THE COURT**

11 STEVEN D. GRIERSON  
CLERK OF THE COURT

12 By:

Deputy Clerk

4442583

14 Date: OCT 25 2012

15 MICHELLE MCCARTHY

Submitted by:

16 **COTTON, DRIGGS, WALCH,**  
17 **HOLLEY, WOLOSON & THOMPSON**

19 *Briscoe*  
BRIAN W. BOSCHEE, ESQ.

20 Nevada Bar No. 7612

21 SHEMAILLY A. BRISCOE, ESQ.

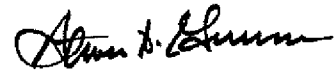
Nevada Bar No. 9985

22 400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

23 *Attorneys for Defendants West Edna, Ltd.,*  
24 *dba Mojave Electric, Western Surety Company,*  
25 *The Whiting Turner Contracting Company and*  
26 *Fidelity and Deposit Company of Maryland,*  
27 *Travelers Casualty and Surety Company of America,*  
28 *Counterclaimant and Crossclaimant*

# **EXHIBIT 14**



CLERK OF THE COURT

1 **NEOD**

2 Jennifer R. Lloyd, Esq.

3 Nevada Bar No. 9617

4 Marisa L. Maskas, Esq.

5 Nevada Bar No. 10928

6 **PEZZILLO LLOYD**

7 6725 Via Austi Parkway, Suite 290

8 Las Vegas, Nevada 89119

9 Tel: (702) 233-4225

10 Fax: (702) 233-4252

11 *Attorneys for Plaintiff,*

12 *Cashman Equipment Company*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 CASHMAN EQUIPMENT COMPANY, a  
16 Nevada corporation,

17 Plaintiff,

18 vs.

CASE NO.: A653029

DEPT.: 32

Consolidated with Case No: A.642583

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  
26 WHITING TURNER CONTRACTING  
27 COMPANY, a Maryland corporation;  
28 FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND, a surety; DOES 1 - 10,  
inclusive; and ROE CORPORATIONS 1 - 10,  
inclusive;

Defendants.

**NOTICE OF ENTRY OF DEFAULT OF  
BERNIE CARVALHO**

AND ALL RELATED MATTERS.

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD;

///

///

**Pezzillo Lloyd**  
6725 Via Austi Parkway, Suite 290  
Las Vegas, NV 89119  
Tel. 702.233-4225

Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, NV 89119  
Tel. 702.233.4225

1 PLEASE TAKE NOTICE that the DEFAULT OF BERNIE CARVALHO was entered in the  
2 above entitled matter and filed on April 8, 2013, a copy of which is attached hereto.

3 DATED: April 15, 2013

4 PEZZILLO LLOYD

5  
6 By: 

Jennifer R. Lloyd, Esq.  
Nevada State Bar No. 9617  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
*Attorney for Plaintiff*

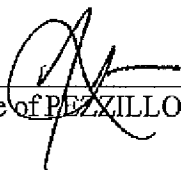
7  
8  
9  
10 **CERTIFICATE OF SERVICE**

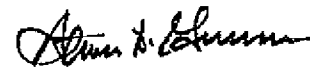
11 The undersigned, an employee of the law firm of PEZZILLO ROBINSON, hereby certifies  
12 that on the 15<sup>th</sup> day of April, 2013, a true and correct copy of the foregoing document, **NOTICE OF**  
13 **ENTRY OF DEFAULT OF BERNIE CARVALHO** was served by placing said copy in an  
14 envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

15  
16 Shemilly Briscoc, Esq.  
SANTORO, DRIGGS, ET AL.  
17 400 S. 4<sup>th</sup> St., 3<sup>rd</sup> Fl.  
Las Vegas, NV 89101  
18 *Attorneys for Whiting Turner Contracting,*  
19 *Mojave Electric LV, LLC, Western Surety Company*  
20 *And Fidelity and Deposit Company of Maryland*

21 Edward S. Coleman, Esq.  
COLEMAN LAW ASSOCIATES  
22 6615 S. Eastern Ave., Ste. 108  
Las Vegas, NV 89119  
23 *Attorneys for Janel Rennie aka Janel Carvalho*

24 Keen L. Ellsworth, Esq.  
ELLSWORTH BENNION & ERICSSON  
25 7881 W. Charleston Blvd., #210  
Las Vegas, NV 89117  
26 *Attorneys for Element Iron & Design, LLC.*

27  
28   
An employee of PEZZILLO LLOYD



CLERK OF THE COURT

1 DFLT

2 Jennifer R. Lloyd, Esq.

3 Nevada Bar No. 9617

4 Marisa L. Maskas, Esq.

5 Nevada Bar No. 10928

6 PEZZILLO LLOYD

7 6725 Via Austi Parkway, Suite 290

8 Las Vegas, Nevada 89119

9 Tel: (702) 233-4225

10 Fax: (702) 233-4252

11 Attorneys for Plaintiff,

12 Cashman Equipment

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 CASHMAN EQUIPMENT COMPANY, a  
16 Nevada corporation,

17 Plaintiff,

18 vs.

Case No.: A642583

Dept. No.: 32

Consolidated with Case No.: A653029

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

33 Defendants.

34 DEFAULT ON DEFENDANT BERNIE  
35 CARVALHO

36 It appearing from the files and records in the above-entitled action that Defendant, BERNIE  
37 CARVALHO, being duly served with a copy of the Summons and Complaint by publication, weekly,  
38 starting on May 30, 2012, continuing on June 6, 13, 20 and ending on June 27, 2012, via the Nevada  
39 Legal News as allowed by Court order dated May 9, 2012; that more than 20 days, exclusive of the

Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: 702 233-4225

RECEIVED  
MAR 26 2013  
CLERK OF DISTRICT COURT



1 dates of service, have expired since service upon Defendant; that no answer or other appearance  
2 having been filed; and no further time having been granted, the Default of the above-named Defendant  
3 for failing to answer or otherwise plead is hereby entered.

4  
5 CLERK OF THE COURT

6  
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24  
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27  
28  
DEPUTY CLERK  
REGIONAL JUSTICE CENTER  
200 Lewis Avenue  
Las Vegas, Nevada 89155

APR 25 2013  
Date

PATRICIA AZUCENA FOR.

ALASBODD

Submitted by:

PEZZILLO LLOYD

By:

Jennifer R. Lloyd, Esq. Date

Nevada Bar No. 9617

Marisa L. Maskas, Esq.

Nevada Bar No. 10928

6725 Via Austi Parkway, Suite 290

Las Vegas, Nevada 89119

Tel: (702) 233-4225

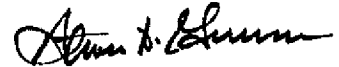
Fax: (702) 233-4252

Attorneys for Plaintiff,

Cashman Equipment Company

Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: 702 233-4225

# **EXHIBIT 13**



CLERK OF THE COURT

1 **NEOD**

2 Jennifer R. Lloyd, Esq.

3 Nevada Bar No. 9617

4 Marisa L. Maskas, Esq.

5 Nevada Bar No. 10928

6 **PEZZILLO LLOYD**

7 6725 Via Austi Parkway, Suite 290

8 Las Vegas, Nevada 89119

9 Tel: (702) 233-4225

10 Fax: (702) 233-4252

11 *Attorneys for Plaintiff,*

12 *Cashman Equipment Company*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

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

17 **Plaintiff,**

18 **vs.**

**CASE NO.: A653029**

**DEPT.: 32**

**Consolidated with Case No: A642583**

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**  
26 **WHITING TURNER CONTRACTING**  
27 **COMPANY, a Maryland corporation;**  
28 **FIDELITY AND DEPOSIT COMPANY OF**  
**MARYLAND, a surety; DOES 1 - 10,**  
**inclusive; and ROE CORPORATIONS 1 - 10,**  
**inclusive;**

**Defendants.**

**AND ALL RELATED MATTERS.**

**NOTICE OF ENTRY OF DEFAULT OF  
MICHAEL CARVALHO**

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

**///**

**///**

**Pezzilo Lloyd**  
6725 Via Austi Parkway, Suite 290  
Las Vegas, NV 89119  
Tel: 702 233-4225

Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, NV 89119  
Tel. 702 233-4225

1 PLEASE TAKE NOTICE that the DEFAULT OF MICHAEL CARVALHO was entered in the  
2 above entitled matter and filed on April 8, 2013, a copy of which is attached hereto.

3 DATED: April 15, 2013

4 PEZZILLO LLOYD

6 By: 

Jennifer R. Lloyd, Esq.  
Nevada State Bar No. 9617  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
*Attorney for Plaintiff*


10 CERTIFICATE OF SERVICE

11 The undersigned, an employee of the law firm of PEZZILLO ROBINSON, hereby certifies  
12 that on the 15<sup>th</sup> day of April, 2013, a true and correct copy of the foregoing document, **NOTICE OF**  
13 **ENTRY OF DEFAULT OF MICHAEL CARVALHO** was served by placing said copy in an  
14 envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

16 Shemilly Briscoe, Esq.  
SANTORO, DRIGGS, ET AL.  
17 400 S. 4<sup>th</sup> St., 3<sup>rd</sup> Fl.  
Las Vegas, NV 89101  
18 *Attorneys for Whiting Turner Contracting,*  
19 *Mojave Electric LV, LLC, Western Surety Company*  
20 *And Fidelity and Deposit Company of Maryland*

21 Edward S. Coleman, Esq.  
COLEMAN LAW ASSOCIATES  
22 6615 S. Eastern Ave., Ste. 108  
Las Vegas, NV 89119  
23 *Attorneys for Janel Rennie aka Janel Carvalho*

24 Keen L. Ellsworth, Esq.  
25 ELLSWORTH BENNION & ERICSSON  
26 7881 W. Charleston Blvd., #210  
Las Vegas, NV 89117  
27 *Attorneys for Element Iron & Design, LLC.*

28 An employee of  PEZZILLO LLOYD

*Ann D. Linn*

CLERK OF THE COURT

DELT

Jennifer R. Lloyd, Esq.

Nevada Bar No. 9617

Marisa L. Maskas, Esq.

Nevada Bar No. 10928

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

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,

Plaintiff,

vs.

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

Defendants.

AND ALL RELATED MATTERS.

Case No.: A642583

Dept. No.: 32

Consolidated Case No.: A653029

DEFAULT ON DEFENDANT MICHAEL  
CARVALHO

It appearing from the files and records in the above-entitled action that Defendant MICHAEL

CARVALHO, being duly served with a copy of the Complaint on March 24, 2012; that more than 20

Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: 702 233-4225

CLERK OF THE COURT

APR 02 2013

RECEIVED

APR 02 2013

1 days, exclusive of the dates of service, have expired since service upon Defendant; that no answer or  
2 other appearance having been filed; and no further time having been granted, the Default of the above-  
3 named Defendant for failing to answer or otherwise plead is hereby entered.

4  
5  
6 CLERK OF THE COURT

7  
8  APR - 5 2013  
9 DEPUTY CLERK PATRICIA AZUCENA (FOR)  
10 REGIONAL JUSTICE CENTER  
200 Lewis Avenue  
Las Vegas, Nevada 89155 ALOS3009

11 Submitted by:

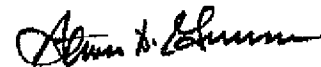
12 PEZZILLO LLOYD

13  
14  
15 By: 

Jennifer R. Lloyd, Esq. Date  
Nevada Bar No. 9617  
Marisa L. Maskas, Esq.  
Nevada Bar No. 10928  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: (702) 233-4225  
Fax: (702) 233-4252  
Attorneys for Plaintiff,  
Cashman Equipment Company

Pezillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: 702 233-4225

# **EXHIBIT 12**



CLERK OF THE COURT

1 NEOD

2 Jennifer R. Lloyd, Esq.  
3 Nevada State Bar No. 9617

4 Marisa L. Maskas, Esq.  
5 Nevada State Bar No. 10928

6 PEZZILLO LLOYD

7 6725 Via Austi Parkway, Suite 290  
8 Las Vegas, Nevada 89119

9 Tel: 702 233-4225

10 Fax: 702 233-4252

11 Attorneys for Plaintiff

12 DISTRICT COURT

13 CLARK COUNTY, NEVADA

14 CASHMAN EQUIPMENT COMPANY, a Nevada  
15 corporation,

16 Plaintiff,

17 vs.

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

Defendants.

Case No.: A653029

Dept. No.: 32

NOTICE OF ENTRY OF DEFAULT ON  
DEFENDANT TONIA TRAN

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD;

///

///

///



1 PLEASE TAKE NOTICE that the Default of Defendant, TONIA TRAN, was entered in the  
2 above entitled matter on November 9, 2012, a copy of which is attached hereto.

3 DATED this 16<sup>th</sup> day of November, 2012.  
4

5 PEZZILLO LLOYD

6  
7 By: 

8 Marisa L. Maskas, Esq.  
9 Nevada State Bar No. 10928  
10 6725 Via Austi Parkway, Suite 290  
11 Las Vegas, Nevada 89119  
12 *Attorneys for Plaintiff*  
13  
14  
15  
16  
17  
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28

Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel. 702 283-4225

Pezillo Lloyd  
6725 Via Aust Parkway, Suite 290  
Las Vegas, Nevada 89118  
Tel 702-233-4225

CERTIFICATE OF SERVICE

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on November 16, 2012, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF DEFAULT ON DEFENDANT TONIA TRAN**, 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.  
Shemilly Briscoe, Esq.  
SANTORO, DRIGGS, ET AL.  
400 S. 4<sup>th</sup> St., 3<sup>rd</sup> Fl.  
Las Vegas, NV 89101  
*Attorneys for Whiting Turner Contracting,  
Mojave Electric LV, LLC, Western Surety Company  
And Fidelity and Deposit Company of Maryland*

Edward S. Coleman, Esq.  
COLEMAN LAW ASSOCIATES  
8275 S. Eastern Avenue, Suite 200  
Las Vegas, Nevada 89123  
*Attorneys for Janel Rennie aka Janel Carvalho  
and Linda Dugan*

Keen L. Ellsworth, Esq.  
ELLSWORTH, BENNION & BRICSSON, CHTD.  
777 N. RAINBOW BLVD. STE. 270  
LAS VEGAS, NV 89107  
*Attorneys for Element Iron and Design*

  
An employee of PEZZILLO LLOYD



CLERK OF THE COURT

DELT

Jennifer R. Lloyd, Esq.

Nevada Bar No. 9617

Marisa L. Maskas, Esq.

Nevada Bar No. 10928

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

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,

Plaintiff,

vs.

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

Defendants.

Case No.: A653029

Dept. No.: 32

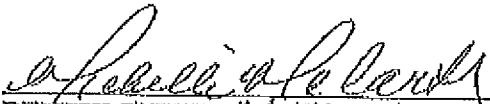

DEFAULT ON DEFENDANT TONIA  
TRAN

If appearing from the files and records in the above-entitled action that Defendant TONIA  
TRAN, being duly served with a copy of the Complaint on March 8, 2012, that more than 20 days,  
exclusive of the dates of service, have expired since service upon Defendant; that no answer or other

Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel. 702 233-4225

1 appearance having been filed; and no further time having been granted, the Default of the above-  
2 named Defendant for failing to answer or otherwise plead is hereby entered.

3 STEVEN D. GRIERSON  
4 CLERK OF THE COURT  
5 CLERK OF THE COURT

6   
7 DEPUTY CLERK *AL053029* Date   
8 REGIONAL JUSTICE CENTER  
9 200 Lewis Avenue  
10 Las Vegas, Nevada 89155

NOV 06 2012

11 Submitted by:

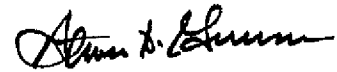
MICHELLE MCCAFFERTY

12 PEZZILLO LLOYD

13 By:  *11/2/12*  
14 Jennifer R. Lloyd, Esq. Date  
15 Nevada Bar No. 9617  
16 Marisa L. Muskas, Esq.  
17 Nevada Bar No. 10928  
18 6725 Via Austi Parkway, Suite 290  
19 Las Vegas, Nevada 89119  
20 Tel: (702) 233-4225  
21 Fax: (702) 233-4252  
22 Attorneys for Plaintiff  
23 Cashman Equipment Company  
24  
25  
26  
27  
28

Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: 702-233-4225

# **EXHIBIT 11**



CLERK OF THE COURT

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

**NOTC**

Jennifer R. Lloyd-Robinson, Esq.

Nevada Bar No. 9617

Marisa L. Maskas, Esq.

Nevada Bar No. 10928

**PEZZILLO ROBINSON**

6725 Via Austi Parkway, Suite 290

Las Vegas, Nevada 89119

Tel: (702) 233-4225

Fax: (702) 233-4252

*Attorneys for Plaintiff,*

*Cashman Equipment Company*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,

Plaintiff,

vs.

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

Defendants.

CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,

Plaintiff,

Case No.: A642583

Dept. No.: 32

Consolidated with Case No.: A653029

**NOTICE OF DISMISSAL OF  
DEFENDANT SWANG CARVALHO**

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

1 vs.

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

17 Defendants.

18 AND ALL RELATED MATTERS.

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

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

24 DATED: February 24, 2012

25 PEZZILLO ROBINSON

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

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

CERTIFICATE OF SERVICE


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

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

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

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

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

  
An employee of PEZZILLO ROBINSON



# **EXHIBIT 10**

1 **NOE**

2 Jennifer R. Lloyd, Esq.

3 Nevada Bar No. 9617

4 Marisa L. Maskas, Esq.

5 Nevada Bar No. 10928

6 **PEZZILLO LLOYD**

7 6725 Via Austi Parkway, Suite 290

8 Las Vegas, Nevada 89119

9 Tel: 702 233-4225

10 Fax: 702 233-4252

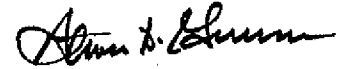
11 [jlloyd@pezzillolloyd.com](mailto:jlloyd@pezzillolloyd.com)

12 [mmaskas@pezzillolloyd.com](mailto:mmaskas@pezzillolloyd.com)

13 Attorneys for Plaintiff,

14 Cashman Equipment Company

Electronically Filed  
10/21/2013 03:13:28 PM



CLERK OF THE COURT

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

11 CASHMAN EQUIPMENT COMPANY, a  
12 Nevada corporation,

13 Plaintiff,

14 vs.

CASE NO.: A642583

DEPT.: 32

Consolidated with Case No.: A653029

15 CAM CONSULTING INC., a Nevada  
16 corporation; ANGELO CARVALHO, an  
17 individual; JANEL RENNIE aka JANEL  
18 CARVALHO, an individual; WEST EDNA  
19 ASSOCIATES, LTD., dba MOJAVE ELECTRIC,  
20 a Nevada corporation; WESTERN SURETY  
21 COMPANY, a surety; THE WHITING TURNER  
22 CONTRACTING COMPANY, a Maryland  
23 corporation; FIDELITY AND DEPOSIT  
24 COMPANY OF MARYLAND, a surety;  
25 TRAVELERS CASUALTY AND SURETY  
26 COMPANY OF AMERICA, a surety; QH LAS  
27 VEGAS LLC, a foreign limited liability company;  
28 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;

Defendants.

AND ALL RELATED MATTERS.

**NOTICE OF ENTRY OF STIPULATION  
AND ORDER FOR DISMISSAL OF LINDA  
DUGAN WITH PREJUDICE**

*Pezzillo Lloyd*  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: 702 233-4225

1                    **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR DISMISSAL OF LINDA**  
2                    **DUGAN WITH PREJUDICE**

3                    TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

4                    PLEASE TAKE NOTICE that the STIPULATION AND ORDER FOR DISMISSAL OF  
5                    LINDA DUGAN WITH PREJUDICE, was entered in the above entitled on October 18, 2013, a  
6                    copy of which is attached hereto.

7                    DATED: October 21, 2013

PEZZILLO LLOYD

8  
9                    By: 

Jennifer R. Lloyd, Esq.

Nevada Bar No. 9617

Marisa L. Maskas, Esq.

Nevada Bar No. 10928

6725 Via Austi Parkway, Suite 290

Las Vegas, Nevada 89119

Tel: (702) 233-4225

Fax: (702) 233-4252

*Attorneys for Plaintiff,*

*Cashman Equipment Company*


Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: 702 233-4225

**CERTIFICATE OF SERVICE**

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 21 day of October, 2013, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR DISMISSAL OF LINDA DUGAN WITH PREJUDICE**, 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. 4<sup>th</sup> St., 3<sup>rd</sup> Fl.  
Las Vegas, NV 89101  
*Attorneys for Whiting Turner Contracting, Mojave Electric LV, LLC, Western Surety Company and Fidelity and Deposit Company of Maryland*

Edward S. Coleman, Esq.  
COLEMAN LAW ASSOCIATES  
8275 S. Eastern Avenue, Suite 200  
Las Vegas, Nevada 89123  
*Attorneys for Janel Rennie aka Janel Carvalho and Linda Dugan*

  
An employee of PEZZILLO LLOYD

SAO

Nevada State Bar No. 9617

Nevada State Bar No. 10928

**PEZZILLO LLOYD**

6725 Via Austi Parkway, Suite 290

Las Vegas, Nevada 89119

Tel: 702 233-4225

Fax: 702 233-4252

jilloyd@pezzilloloyd.com

mmaskas@pezzilloloyd.com

*Attorneys for Plaintiff,*

*Cushman Equipment Company*

**CLARK COUNTY, NEVADA**

|Case No.: A642583

Dept. No.: 32

Plaintiff,

Consolidated with Case No.: A653029

**vs.**

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

**STIPULATION AND ORDER FOR  
DISMISSAL OF LINDA DUGAN  
WITH PREJUDICE**

Defendants,

AND ALL RELATED MATTERS.

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

**STIPULATION AND ORDER FOR DISMISSAL OF LINDA DUGAN WITH PREJUDICE**

Plaintiff, CASHMAN EQUIPMENT COMPANY ("CASHMAN") and Defendant, LINDA DUGAN ("DUGAN"), by and through the undersigned counsel, hereby stipulate and agree that all claims asserted by CASHMAN against Defendant DUGAN, are hereby dismissed with prejudice, with each party to bear their own fees and costs.

DATED: 10/1, 2013

PEZZILLO LLOYD

By: 

Jennifer R. Lloyd, Esq.  
Nevada Bar No. 9617  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
*Attorneys for Plaintiff,  
Cashman Equipment Company*

DATED: October 1, 2013

COLEMAN LAW ASSOCIATES

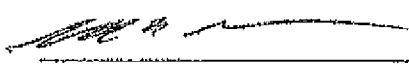
By: 

Edward S. Coleman, Esq.  
Nevada Bar No. 601  
8275 S. Eastern Avenue, Suite 200  
Las Vegas, Nevada 89123  
*Attorneys for Defendant,  
Linda Dugan*

**ORDER**

IT IS SO ORDERED.

Dated this 17 day of Oct, 2013.

  
District Court Judge  
ROB BARE  
JUDGE, DISTRICT COURT, DEPARTMENT 32

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

1 Respectfully submitted by:

2 PEZZILLO LLOYD

3   
4

5 Jennifer R. Lloyd, Esq.

6 Nevada Bar No. 9617

7 Marisa L. Maskas, Esq.

8 Nevada Bar No. 10928

9 **PEZZILLO LLOYD**

10 6725 Via Austi Parkway, Suite 290

11 Las Vegas, Nevada 89119

12 Tel: 702 233-4225

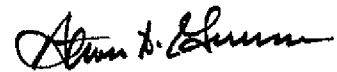
13 Fax: 702 233-4252

14 *Attorneys for Plaintiff,*

15 *Cushman Equipment Company*

# **EXHIBIT 9**





CLERK OF THE COURT

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

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

CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,  
Plaintiff,

Case No.: A642583  
Dept No.: XXXII

v.

Consolidated with

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

Case No. A653029

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

Defendants.

///

///

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

4 DATED this 29<sup>th</sup> day of March, 2012.

5 CALLISTER + ASSOCIATES, LLC

6  #11920 Ar:

7 MATTHEW Q. CALLISTER, ESQ.

8 Nevada Bar No.: 001369

9 823 Las Vegas Blvd. South, 5<sup>th</sup> Floor

10 Las Vegas, Nevada 89101

11 *Attorney for Defendant Committee to Elect*  
12 *Richard Cherchio*

**CERTIFICATE OF SERVICE**

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

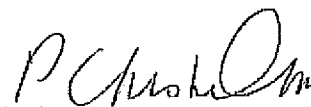
- ☐ by serving the following parties electronically through CM/ECF as set forth below;
- ☐ by faxing a copy to the numbers below;
- ☒ or by depositing a copy in the United States Mail postage prepaid to the parties listed below:

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

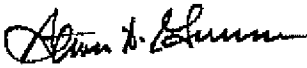
Brian W. Boschee, Esq.  
Shemilly Briscoe, Esq.  
SANTORO, DRIGGS  
400 South Fourth Street, 3<sup>rd</sup> Floor  
Las Vegas, NV 80101  
*Attorneys for Whiting Turner, Mojave Electric  
Western Surety, West Edna*

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

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



An Employee of Callister + Associates

  
CLERK OF THE COURT

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

11  
12 **DISTRICT COURT**  
13  
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; **WEST EDNA ASSOCIATES,**  
22 **LTD., dba MOJAVE ELECTRIC, a Nevada**  
23 corporation; **ELEMENT IRON & DESIGN,**  
24 **LLC, a Nevada limited liability company;**  
25 **COMMITTEE TO ELECT RICHARD**  
26 **CHERCHIO; TONIA TRAN, an individual;**  
27 **LINDA DUGAN, an individual; MICHAEL**  
28 **CARVALHO, an individual; BERNIE**  
**CARVALHO, an individual; SWANG**  
**CARVALHO, an individual; JANEL**  
**CARVALHO, an individual; DOES 1-10,**  
**inclusive; and ROE CORPORATIONS 1-10,**  
**inclusive;**

Defendants.

Case No.: A642583  
Dept No.: XXXII

Consolidated with

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

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

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

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

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

6  
7 Dated: Mar 26, 2012

8  
9   
DISTRICT COURT JUDGE

10 SUBMITTED BY:

ROB BARE  
JUDGE, DISTRICT COURT, DEPARTMENT 32

11 CALLISTER + ASSOCIATES, LLC

12  
13 By:   
14 MATTHEW Q. CALLISTER, ESQ.

Nevada Bar No. 001369

15 MITCHELL S. BISSON, ESQ.

Nevada Bar No. 011920

16 823 Las Vegas Blvd. South, 5<sup>th</sup> Floor

Las Vegas, NV 89101

17 Attorneys for Defendant Committee  
to Elect Richard Cherchio

18  
19 APPROVED AS TO FORM AND CONTENT BY:

20 PEZZILLO ROBINSON

21  
22 By:   
23 JENNIFER R. LLOYD-ROBINSON, ESQ.

Nevada Bar No. 009617

24 MARISA L. MASKAS, ESQ.

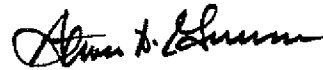
Nevada Bar No. 010928

25 6725 Via Austi Parkway, Ste. 290

Las Vegas, NV 89119

26 Attorneys for Plaintiff

# **EXHIBIT 8**



CLERK OF THE COURT

1 **NEO**

2 Jennifer R. Lloyd, Esq.

3 Nevada Bar No. 9617

4 Marisa L. Maskas, Esq.

5 Nevada Bar No. 10928

6 **PEZZILLO LLOYD**

7 6725 Via Austi Parkway, Suite 290

8 Las Vegas, Nevada 89119

9 Tel: (702) 233-4225

10 Fax: (702) 233-4252

11 *Attorneys for Plaintiff,*

12 *Cashman Equipment Company*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

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

17 **Plaintiff,**

18 **vs.**

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;**  
25 **WESTERN SURETY COMPANY, a**  
26 **surety; THE WHITING TURNER**  
27 **CONTRACTING COMPANY, a Maryland**  
28 **corporation; FIDELITY AND DEPOSIT**  
**COMPANY OF MARYLAND, a surety;**  
**DOES 1 - 10, inclusive; and ROE**  
**CORPORATIONS 1 - 10, inclusive;**

**Defendants.**

Case No.: A642583

Dept. No.: 32

**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**

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

////

**PEZZILLO LLOYD**

6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: 702 233-4225

PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 290  
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Tel: 702 233-4225

1 PLEASE TAKE NOTICE that the FINDINGS OF FACT AND CONCLUSIONS OF  
2 LAW AND ORDER GRANTING CASHMAN EQUIPMENT COMPANY'S MOTION  
3 FOR SUMMARY JUDGMENT AGAINST ELEMENT IRON & DESIGN, LLC OR IN  
4 THE ALTERNATIVE MOTION TO STRIKE ELEMENT IRON & DESIGN, LLC'S  
5 ANSWER FOR FAILURE TO COMPLY WITH NRCP 16.1 was entered in the above  
6 entitled matter and filed on June 24, 2013, a copy of which is attached hereto.

7  
8 DATED: July 3, 2013

PEZZILLO LLOYD

9  
10  
11 By:  7/3/13

Jennifer R. Lloyd, Esq.

Nevada Bar No. 9617

Marisa L. Maskas, Esq.

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*Attorneys for Plaintiff,*

*Cashman Equipment Company*

12  
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PEZZILLO LLOYD

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Tel. 702 233-4225

CERTIFICATE OF SERVICE


The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 3<sup>rd</sup> day of July, 2013, a true and correct copy of the foregoing document, **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**, 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. 4<sup>th</sup> St., 3<sup>rd</sup> Fl.  
Las Vegas, NV 89101

*Attorneys for Whiting Turner Contracting, Mojave Electric LV, LLC, Western Surety Company and Fidelity and Deposit Company of Maryland*

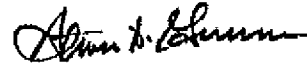
Edward S. Coleman, Esq.  
COLEMAN LAW ASSOCIATES  
8275 S. Eastern Avenue, Suite 200  
Las Vegas, Nevada 89123

*Attorneys for Janel Rennie aka Janel Carvalho and Linda Dugan*

  
An employee of PEZZILLO LLOYD

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CLERK OF THE COURT

FFCL

Jennifer R. Lloyd, Esq.  
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Marisa L. Maskas, Esq.  
Nevada State Bar No. 10928  
**PEZZILLO LLOYD**  
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[mmaskas@pezzillolloyd.com](mailto:mmaskas@pezzillolloyd.com)  
*Attorneys for Plaintiff,*  
*Cushman Equipment Company*

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,

Plaintiff,

vs.

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

Case No.: A642583  
Dept. No.: 32

Consolidated with Case No.: 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**

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Las Vegas, Nevada 89119  
Tel: 702 233-4225

foreign limited liability company; DOES 1 -  
10, inclusive; and ROE CORPORATIONS 1  
- 10, inclusive;

Defendants.

AND ALL RELATED MATTERS.

**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**

Plaintiff, CASHMAN EQUIPMENT COMPANY ("Cashman"), by and through its undersigned counsel of record, respectfully submits the following Findings of Fact and Conclusions of Law and Order Granting Cashman'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, heard on April 11, 2013:

**FINDINGS OF FACT**

1. Cashman is a Nevada corporation.
2. Cashman contracted with Defendant, CAM CONSULTING, INC. ("Cam"), to supply materials to the Project commonly referred to as the New Las Vegas City Hall (the "Project"), and Cam agreed to pay \$755,893.89 for the materials. The materials were supplied and the amount was due on upon delivery in January 2011.
3. Defendant, WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC ("Mojave"), a subcontractor to the general contractor on the Project, THE WHITING TURNER CONTRACTING COMPANY ("Whiting Turner"), initially selected Cashman to supply the materials and then required that Cashman supply the materials through another entity that would satisfy Mojave's requirement for minority participation on this Project, which was ultimately Cam.

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Tel. 702 233-4225

1           4.     Cam issued two invoices to Mojave for the materials supplied by Cashman  
2 totaling \$820,261.75.

3           5.     Of the total amount due Cam from Mojave for the materials supplied by  
4 Cashman, Cam was to receive a ½ % Consulting Fee as stated on the invoices.

5           6.     Cam received three payments from Mojave totaling \$1,043,515.96 in April  
6 2011, which were deposited into Cam's bank account at Nevada State Bank (Account No.  
7 262031032) ("Cam's account").

8           7.     The first deposit into Cam's account was made on April 6, 2011 in the amount  
9 of \$5,866.03.

10          8.     The second deposit into Cam's account was made on April 26, 2011 in the  
11 amount of \$956,530.75. This amount included two checks from Mojave: one check totaling  
12 \$820,261.75 for materials supplied to the Project and owed Cashman; and the other totaling  
13 \$136,269.00 for work completed on a separate Project unrelated to Cashman.

14          9.     The third deposit into Cam's account was made on April 28, 2011 and  
15 included one check from Mojave in the amount of \$81,119.18.

16          10.    Of the \$1,037,649.93 deposited into Cam's account, \$275,636.70 was paid  
17 from Cam to Mojave, leaving the remaining sum of \$762,013.23, of which \$755,893.89 was  
18 owed to Cashman.

19          11.    Defendant, Angelo Carvalho ("Carvalho") and Defendant Janel Rennie  
20 ("Rennie") are the only persons with access to Cam's account.

21          12.    At the time of the first deposit of funds from Mojave, the balance in Cam's  
22 account with Nevada State Bank was \$274.51.

23          13.    On April 27, 2011, Carvalho withdrew \$600,000.00 from Cam's account,  
24 which held the funds that were to be paid to Cashman for the materials Cashman sold to Cam,  
25 depositing that money into Carvalho's separate checking account at Wells Fargo Bank  
26 (Account No. 8046754860) ("Carvalho's account").

27  
28

1 14. Prior to the deposit into Carvalho's account, the balance of Carvalho's account  
2 was \$232.82.

3 15. Carvalho issued payment to Cashman in the form of a check dated April 29,  
4 2011 from Cam's account in the amount of \$755,893.89 for the equipment supplied to CAM  
5 by Cashman.

6 16. Cashman deposited the check from Cam, but it was returned by the bank as  
7 Carvalho stopped payment on the check.

8 17. On May 4, 2011, Carvalho issued a check to Element Iron in the amount of  
9 \$50,000.00.

10 18. On May 23, 2011, Carvalho issued a second check to Element Iron in the  
11 amount of \$25,000.00.

12 19. Element Iron did not provide a reasonably equivalent value in exchange for the  
13 monies transferred to Element Iron by Carvalho.

14 20. Carvalho and Cam were insolvent at the time the transfers were made.

15 21. On September 11, 2012, Cashman obtained Default Judgments against both  
16 Cam and Carvalho in the principal amount of \$755,893.89.

17 22. On January 8, 2013, the Default Judgments were entered as final. Element  
18 Iron did not provide an Initial Disclosure of Witnesses and Documents as required by NRCP  
19 16.1.

20 23. Element Iron failed to attend the deposition of its Person Most Knowledgeable  
21 set by Cashman on January 31, 2013.

22 24. Element did not file an Opposition to Cashman's Motion for Summary  
23 Judgment.

24  
25 CONCLUSIONS OF LAW  
26  
27  
28

1           1.     This court has jurisdiction over the parties and the subject matter of this  
2 litigation.

3           2.     There is a valid and enforceable final judgment against Carvalho and Cam in  
4 the principal amount of \$755,893.89, plus punitive damages in the amount of \$100,000.00  
5 pursuant to NRS 42.005 *et seq.*, and costs in the amount of \$8,271.49.

6           3.     Cam and Carvalho committed fraud by converting the money received from  
7 Mojave to pay Cashman for the materials supplied by Cashman to the Project and using those  
8 funds for their own purposes.

9           4.     Cam and Carvalho fraudulently transferred funds to avoid paying Cashman the  
10 amounts they owed to Cashman prior to the transfer.

11           5.     Cam and Carvalho transferred funds to Element Iron using funds that were  
12 fraudulently obtained by Cam and Carvalho, as those funds were to be used to pay Cashman  
13 and Cashman's claim arose prior to the transfers to Element Iron.

14           6.     Pursuant to NRCP 56, no genuine issue of material fact exists to whether these  
15 fraudulently obtained funds were paid to Element Iron to avoid paying Cashman.

16           7.     Defendant Element Iron did not provide a reasonably equivalent value in  
17 exchange for the transfers of money.

18           8.     Pursuant to NRS 112.180(1)(a), the transfers of the funds to Element Iron are  
19 fraudulent and must be set aside, as Carvalho made the transfers with the actual intent to  
20 defraud Cashman, a creditor.

21           9.     Pursuant to NRS 112.180(1)(b)(2), the transfers of the funds to Element Iron  
22 are constructive fraudulent transfers and must be set aside.

23           10.    Pursuant to NRS 112.190, the transfers of the funds to Element Iron occurred  
24 when Carvalho was insolvent and must be set aside.

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Las Vegas, Nevada 89119  
Tel. 702 233-4225

1 11. Pursuant to NRS 112.210(1) and 112.220(2), as the transfers of the funds to  
2 Element Iron are fraudulent and must be set aside, the Court must order an appropriate  
3 remedy to satisfy Cashman's claims,

4 12. Pursuant to NRS 112.210(1) and 112.220(2), Cashman is entitled to judgment  
5 against Element Iron in the amount fraudulently transferred to Element Iron, totaling  
6 \$75,000.00.

7 Based on the foregoing Findings of Fact and Conclusions of Law, the court enters the  
8 following:

9 **ORDER**

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Cashman's Motion  
11 for Summary Judgment against Element Iron & Design, LLC is GRANTED.

12 IT IS ALSO ORDERED THAT Cashman is entitled to a judgment against Element  
13 Iron & Design, LLC in the amount of \$75,000.00.

14 DATED this 19 day of June, 2013.

15  
16  
17   
District Court Judge

18 Submitted by:

ROB BARE  
JUDGE, DISTRICT COURT, DEPARTMENT 32

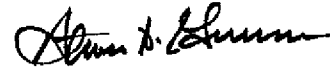
19 PEZZILLO LLOYD

20  
21 By: 

Jennifer R. Lloyd, Esq.  
Nevada Bar No. 9617  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Attorneys for Plaintiff,  
Cashman Equipment Company

# **EXHIBIT 7**





CLERK OF THE COURT

1 **NEO**

2 Jennifer R. Lloyd, Esq.

3 Nevada Bar No. 9617

4 Marisa L. Maskas, Esq.

5 Nevada Bar No. 10928

6 **PEZZILLO LLOYD**

7 6725 Via Austi Parkway, Suite 290

8 Las Vegas, Nevada 89119

9 Tel: (702) 233-4225

10 Fax: (702) 233-4252

11 *Attorneys for Plaintiff,*

12 *Cashman Equipment Company*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 CASHMAN EQUIPMENT COMPANY, a  
16 Nevada corporation,

17 Plaintiff,

18 vs.

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;  
25 WESTERN SURETY COMPANY, a  
26 surety; THE WHITING TURNER  
27 CONTRACTING COMPANY, a Maryland  
28 corporation; FIDELITY AND DEPOSIT  
COMPANY OF MARYLAND, a surety;  
DOES 1 - 10, inclusive; and ROE  
CORPORATIONS 1 - 10, inclusive;

Defendants.

Case No.: A642583

Dept. No.: 32

**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**

TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

////

PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel. 702 233-4225

1 PLEASE TAKE NOTICE that the FINDINGS OF FACT AND CONCLUSIONS OF  
2 LAW AND ORDER ON CASHMAN EQUIPMENT COMPANY'S MOTION FOR  
3 SUMMARY JUDGMENT AGAINST JANEL RENNIE AKA JANEL CARVALHO was  
4 entered in the above entitled matter and filed on June 14, 2013, a copy of which is attached  
5 hereto.

7 DATED: July 3, 2013

PEZZILLO LLOYD

9  
10 By:  7/3/13 JRL

Jennifer R. Lloyd, Esq.

Nevada Bar No. 9617

Marisa L. Maskas, Esq.

Nevada Bar No. 10928

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*Attorneys for Plaintiff,*

*Cashman Equipment Company*

PEZZILLO LLOYD


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Las Vegas, Nevada 89119  
Tel. 702 233-4225

**CERTIFICATE OF SERVICE**

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 3<sup>rd</sup> day of July, 2013, a true and correct copy of the foregoing document, **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**, 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. 4<sup>th</sup> St., 3<sup>rd</sup> Fl.  
Las Vegas, NV 89101  
*Attorneys for Whiting Turner Contracting, Mojave Electric LV, LLC, Western Surety Company and Fidelity and Deposit Company of Maryland*

Edward S. Coleman, Esq.  
COLEMAN LAW ASSOCIATES  
8275 S. Eastern Avenue, Suite 200  
Las Vegas, Nevada 89123  
*Attorneys for Janel Rennie aka Janel Carvalho and Linda Dugan*

  
An employee of PEZZILLO LLOYD

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*Alvin D. Lavin*

CLERK OF THE COURT

1 **FFCL**

Jennifer R. Lloyd, Esq.

2 Nevada State Bar No. 9617

Marisa L. Maskas, Esq.

3 Nevada State Bar No. 10928

4 **PEZZILLO LLOYD**

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8 *Attorneys for Plaintiff,*

*Cashman Equipment Company*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12  
13 **CASHMAN EQUIPMENT COMPANY, a**  
14 **Nevada corporation,**

15 **Plaintiff,**

16 **vs.**

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

Case No.: A642583  
Dept. No.: 32

Consolidated with Case No.: A653029

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND  
ORDER ON CASHMAN EQUIPMENT  
COMPANY'S MOTION FOR  
SUMMARY JUDGMENT AGAINST  
JANEL RENNIE AKA JANEL  
CARVALHO**

PEZZILLO LLOYD

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Las Vegas, Nevada 89119  
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1 foreign limited liability company; DOES 1 -  
2 10, inclusive; and ROE CORPORATIONS 1  
- 10, inclusive;

3 Defendants.

4 AND ALL RELATED MATTERS.

5  
6 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**  
7 **AND ORDER ON CASHMAN EQUIPMENT COMPANY'S MOTION FOR**  
8 **SUMMARY JUDGMENT AGAINST JANEL RENNIE AKA JANEL CARVALHO**

9 Plaintiff, CASHMAN EQUIPMENT COMPANY ("Cashman"), by and through its  
10 undersigned counsel of record, respectfully submits the following Findings of Fact and  
11 Conclusions of Law and Order on Cashman's Motion for Summary Judgment Against Janel  
12 Rennie aka Janel Carvalho, heard on April 11, 2013:

13 **FINDINGS OF FACT**

14 1. Cashman is a Nevada corporation.  
15 2. Cashman contracted with Defendant, CAM CONSULTING, INC. ("Cam"), to  
16 supply materials to the Project commonly referred to as the New Las Vegas City Hall (the  
17 "Project"), and Cam agreed to pay \$755,893.89 for the materials. The materials were  
18 supplied and the amount was due on upon delivery in January 2011.

19 3. Defendant, WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC  
20 ("Mojave"), a subcontractor to the general contractor on the Project, THE WHITING  
21 TURNER CONTRACTING COMPANY ("Whiting Turner"), initially selected Cashman to  
22 supply the materials and then required that Cashman supply the materials through another  
23 entity that would satisfy Mojave's requirement for minority participation on this Project,  
24 which was ultimately Cam.

25 4. Cam issued two invoices to Mojave for the materials supplied by Cashman  
26 totaling \$820,261.75.

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1           5.     Of the total amount due Cam from Mojave for the materials supplied by  
2 Cashman, Cam was to receive a ½ % Consulting Fee as stated on the invoices.

3           6.     Cam received three payments from Mojave totaling \$1,043,515.96 in April  
4 2011, which were deposited into Cam's bank account at Nevada State Bank (Account No.  
5 262031032) ("Cam's account").

6           7.     The first deposit into Cam's account was made on April 6, 2011 in the amount  
7 of \$5,866.03.

8           8.     The second deposit into Cam's account was made on April 26, 2011 in the  
9 amount of \$956,530.75. This amount included two checks from Mojave: one check totaling  
10 \$820,261.75 for materials supplied to the Project and owed Cashman; and the other totaling  
11 \$136,269.00 for work completed on a separate Project unrelated to Cashman.

12           9.     The third deposit into Cam's account was made on April 28, 2011 and  
13 included one check from Mojave in the amount of \$81,119.18.

14           10.    Of the \$1,037,649.93 deposited into Cam's account, \$275,636.70 was paid  
15 from Cam to Mojave, leaving the remaining sum of \$762,013.23, of which \$755,893.89 was  
16 owed to Cashman.

17           11.    Defendant, Angelo Carvalho ("Carvalho") and Defendant Janel Ronnie  
18 ("Rennie") are the only persons with access to Cam's account.

19           12.    At the time of the first deposit of funds from Mojave, the balance in Cam's  
20 account with Nevada State Bank was \$274.51.

21           13.    On April 27, 2011, Carvalho withdrew \$600,000.00 from Cam's account,  
22 which held the funds that were to be paid to Cashman for the materials Cashman sold to Cam,  
23 depositing that money into Carvalho's separate checking account at Wells Fargo Bank  
24 (Account No. 8046754860) ("Carvalho's account").

25           14.    Prior to the deposit into Carvalho's account, the balance of Carvalho's account  
26  
27  
28

1 was \$232.82.

2 15. Carvalho issued payment to Cashman in the form of a check dated April 29,  
3 2011 from Cam's account in the amount of \$755,893.89 for the equipment supplied to CAM  
4 by Cashman.

5 16. Cashman deposited the check from Cam, but it was returned by the bank as  
6 Carvalho stopped payment on the check.

7 17. On April 27, 2011, Rennie and Carvalho contracted to purchase a property  
8 located at 6321 Little Elm St., N. Las Vegas, NV, APN 124-29-110-099 (the "Property")  
9 using funds that were to be paid Cashman.

10 18. The purchase price of the Property was \$165,000.00.

11 19. On or about May 10, 2011, the Property was purchased via wire transfer in the  
12 amount of \$165,000.00 from Carvalho's account.

13 20. At the time of the purchase of the Property, Carvalho and Rennie were still  
14 married; however Rennie used her maiden name on the purchase agreement and did not  
15 include Carvalho on the deed.

16 21. Carvalho deeded the Property to Rennie as her sole property.

17 22. There are no outstanding liens or encumbrances on the Property.

18 23. On or about April 26, 2011, Carvalho purchased a 2011 Honda Pilot from  
19 Findlay Honda in Clark County, Nevada (the "Vehicle").

20 24. The Vehicle was paid for using a check from Cam's account in the amount of  
21 \$38,931.65.

22 25. On or about July 2012, Rennie returned the Vehicle to Findlay Honda in  
23 exchange for \$23,000.00.

24 26. Rennie contributed no funds toward the purchase of the Property or the  
25 Vehicle.

1           27. Rennie did not provide anything of value in exchange for receipt of the  
2 Property or the Vehicle.

3           28. On September 11, 2012, Cashman obtained Default Judgments against Cam  
4 and Carvalho in the principal amount of \$755,893.89, along with punitive damages in the  
5 amount of \$100,000.00 pursuant to NRS 42.005 *et seq.*, attorneys' fees in the amount of  
6 \$22,562.50 and costs in the amount of \$8,271.49.

7           29. On January 8, 2013, the Default Judgments were entered as final.  
8

9  
10                                   CONCLUSIONS OF LAW

11           1. This court has jurisdiction over the parties and the subject matter of this  
12 litigation.

13           2. There is a valid and enforceable final judgment against Carvalho and Cam in  
14 the principal amount of \$755,893.89, plus punitive damages in the amount of \$100,000.00  
15 pursuant to NRS 42.005 *et seq.*, and costs in the amount of \$8,271.49.

16           3. Cam and Carvalho committed fraud by converting the money received from  
17 Mojave to pay Cashman for the materials supplied by Cashman to the Project and using those  
18 funds for their own purposes.

19           4. Cam and Carvalho fraudulently transferred funds to avoid paying Cashman the  
20 amounts they owed to Cashman prior to the transfer.

21           5. Cam and Carvalho purchased the Property, identified as APN: 124-29-110-  
22 099, using funds that were fraudulently obtained by Cam and Carvalho, as those funds were to  
23 be used to pay Cashman.

24           6. The Property was titled to Defendant Rennie, even though the entire purchase  
25 price was paid by Cam and Carvalho using funds that were received to pay Cashman.  
26  
27  
28



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1           7. Pursuant to NRCP 56, no genuine issue of material fact exists to whether Cam  
2 and Carvalho used fraudulently obtained funds to purchase the Property and in doing so, to  
3 avoid paying Cashman.

4           8. Regarding the Vehicle, Cam and Carvalho purchased the Vehicle using funds  
5 that were fraudulently obtained by Cam and Carvalho, as those funds were to be used to pay  
6 Cashman.

7           9. The Vehicle was titled to Defendant Rennie, even though the entire purchase  
8 price was paid by Cam and Carvalho using funds received to pay Cashman.

9           10. Pursuant to NRCP 56, no genuine issue of material fact exists to whether these  
10 fraudulently obtained funds were used to purchase the Vehicle and in doing so, to avoid  
11 paying Cashman.

12           11. Defendant Rennie did not contribute any money towards the purchase of the  
13 Property or the Vehicle, nor did she pay Carvalho or Cam for the Property or the Vehicle.

14           12. Pursuant to NRS 112.180(1)(a), the transfers of the Property and Vehicle are  
15 fraudulent and must be set aside, as Carvalho made the transfers with the actual intent to  
16 defraud Cashman, a creditor.

17           13. Pursuant to NRS 112.180(1)(b)(2), the transfers of the Property and Vehicle  
18 are constructive fraudulent transfers and must be set aside.

19           14. Pursuant to NRS 112.190, the transfers of the Property and the Vehicle  
20 occurred when Carvalho was insolvent and must be set aside.

21           15. Pursuant to NRS 112.210(1) and 112.220(2), as the transfers of the Property  
22 and Vehicle are fraudulent and must be set aside, the Court must order an appropriate remedy  
23 to satisfy Cashman's claims.

24           16. As such, and pursuant to NRS 40.010, Rennie is no longer the owner of the  
25 Property as the transfer of the Property to her is set aside, and Cashman is the owner of the  
26  
27  
28

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Tel 702 253-4225

1 Property, holding title in fee simple and all others should be barred of all rights, title, estate,  
2 interest in or lien upon the said Property.

3 17. As the Vehicle is no longer in Rennie's possession and the transfer cannot be  
4 set aside pursuant to NRS 112.210(1) and 112.220(2), Cashman is entitled to judgment  
5 against Rennie in the amount of the purchase price for the Vehicle, totaling \$38,931.65.

6 18. Cashman is entitled to ownership of the Property and Vehicle, and to levy  
7 execution on the Property and Vehicle transferred or its proceeds.

8 Based on the foregoing Findings of Fact and Conclusions of Law, the court enters the  
9 following:

10  
11 ORDER

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Cashman's Motion  
13 for Summary Judgment Against Defendant Janel Rennie aka Janel Carvalho is GRANTED.

14 IT IS ALSO ORDERED that Cashman owns in fee simple the Property located at  
15 6321 Little Elm St., North Las Vegas, Nevada 89031 and identified by APN: 124-29-110-099.


16 IT IS ALSO ORDERED THAT judgment is entered in favor of Cashman against  
17 Rennie, quieting title to the Property in Cashman and terminating any and all interest of  
18 Rennie, her spouse, heirs, devisees, successors, assignees or anyone claiming under her,  
19 irrespective of the nature of such claim, has in and to the real property identified as APN:  
20 124-29-110-099, and barring any future claims of Rennie, her spouse, heirs, devisees,  
21 successors, assignees or anyone claiming under her, irrespective of the nature of such claim,  
22 to the Property.

23 IT IS ALSO ORDERED THAT Cashman is entitled to a judgment against Rennie for  
24 the purchase price of the Vehicle in the amount of \$38,931.65.

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Tel 702 233-4225

1 IT IS ALSO ORDERED THAT a copy of this Order shall be recorded in the Office of  
2 the Recorder of Clark County, Nevada and shall be indexed in the chain of title to the  
3 property identified herein under the name of Rennie, as grantor and Cashman, as grantee,  
4


5 DATED this 13 day of June, 2013.

6  
7   
District Court Judge

8 Submitted by:

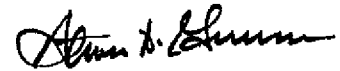
9 PEZZILLO LLOYD

ROB BARE  
JUDGE, DISTRICT COURT, DEPARTMENT 32

10  
11 By:  #109281  
12 Jennifer R. Lloyd, Esq.  
13 Nevada Bar No. 9617  
14 6725 Via Austi Parkway, Suite 290  
15 Las Vegas, Nevada 89119  
16 Attorneys for Plaintiff,  
17 Cashman Equipment Company  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT 6**

 ORIGINAL



CLERK OF THE COURT

1 JUDGE

2 Jennifer R. Lloyd-Robinson, Esq.

3 Nevada State Bar No. 9617

4 Marisa L. Maskas, Esq.

5 Nevada State Bar No. 10928

6 **PEZZILLO ROBINSON**

7 6725 Via Austi Parkway, Suite 290

8 Las Vegas, Nevada 89119

9 Tel: 702 233-4225

10 Fax: 702 233-4252

11 [jrobinson@pezzillorobinson.com](mailto:jrobinson@pezzillorobinson.com)

12 [mmaskas@pezzillorobinson.com](mailto:mmaskas@pezzillorobinson.com)

13 *Attorneys for Plaintiff,*

14 *Cashman Equipment Company*

DISTRICT COURT

CLARK COUNTY, NEVADA

15 CASHMAN EQUIPMENT COMPANY, a  
16 Nevada corporation,

17 Plaintiff,

18 vs.

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  
26 WHITING TURNER CONTRACTING  
27 COMPANY, a Maryland corporation;  
28 FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND, a surety; DOES 1 - 10, inclusive;  
and ROE CORPORATIONS 1 - 10, inclusive;

Defendants.

AND ALL RELATED MATTERS.

CASE NO.: A642583

DEPT.: 32

Consolidated with Case No.: A653029

**DEFAULT JUDGMENT AGAINST  
DEFENDANT ANGELO CARVALHO**

///

///

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

**DEFAULT JUDGMENT AGAINST DEFENDANT ANGELO CARVALHO**

It appearing from the records in the above-entitled action that the Plaintiff CASHMAN EQUIPMENT COMPANY, by and through their counsel of record, Jennifer R. Lloyd-Robinson, Esq. of the law firm of Pezzillo Robinson, served Defendant ANGELO CARVALHO on August 14, 2011; Defendant having failed to file an answer or otherwise appear and Plaintiff not granting further time to respond; the Default of Defendant ANGELO CARVALHO having been entered on or about April 9, 2012;

Upon application of the Plaintiff, by virtue of the law and by reason of the premises aforesaid, JUDGMENT IS HEREBY ENTERED against Defendant ANGELO CARVALHO and in favor of Plaintiff CASHMAN EQUIPMENT COMPANY in pursuance to the prayer of Plaintiff's Complaint.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered against Defendant ANGELO CARVALHO in the principal amount of \$755,893.89.

IT IS FURTHER ORDERED that this Judgment shall include punitive damages pursuant to NRS 42.005 *et seq.*, in the amount of \$ 100,000.00 RWB

IT IS FURTHER ORDERED that this Judgment shall include costs in the amount of \$8,271.49 pursuant to the Memorandum of Costs and Supplement to Memorandum of Costs.

IT IS SO ORDERED.

DATED this 10 day of September, 2012.



DISTRICT COURT JUDGE

ROB BARE  
JUDGE, DISTRICT COURT, DEPARTMENT 32

RESPECTFULLY SUBMITTED:



Jennifer R. Lloyd-Robinson, Esq.

Nevada State Bar No. 9617

**PEZZILLO ROBINSON**

6725 Via Austi Parkway, Suite 290

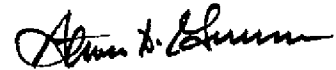
Las Vegas, Nevada 89119

*Attorneys for Plaintiff,*

*Cashman Equipment Company*

# **EXHIBIT 5**

ORIGINAL



CLERK OF THE COURT

1 JUDGE

2 Jennifer R. Lloyd-Robinson, Esq.  
3 Nevada State Bar No. 9617

4 Marisa L. Maskas, Esq.  
5 Nevada State Bar No. 10928

6 **PEZZILLO ROBINSON**  
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11 [mmaskas@pezzillorobinson.com](mailto:mmaskas@pezzillorobinson.com)

12 *Attorneys for Plaintiff,*  
13 *Cashman Equipment Company*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 CASHMAN EQUIPMENT COMPANY, a  
17 Nevada corporation,

18 Plaintiff,

19 vs.

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

Defendants.

AND ALL RELATED MATTERS.

CASE NO.: A642583  
DEPT.: 32

Consolidated with Case No.: A653029

**DEFAULT JUDGMENT AGAINST  
DEFENDANT CAM CONSULTING INC.**

It appearing from the records in the above-entitled action that the Plaintiff CASHMAN EQUIPMENT COMPANY, by and through their counsel of record, Jennifer R. Lloyd-Robinson, Esq. of the law firm of Pezzillo Robinson, served Defendant CAM CONSULTING INC. via the Nevada



1 Secretary of State on November 23, 2011; Defendant having failed to file an answer or otherwise appear  
2 and Plaintiff not granting further time to respond; the Default of Defendant CAM CONSULTING INC.  
3 having been entered on January 31, 2012;

4 Upon application of the Plaintiff, by virtue of the law and by reason of the premises aforesaid,  
5 JUDGMENT IS HEREBY ENTERED against Defendant CAM CONSULTING INC. and in favor of  
6 Plaintiff CASHMAN EQUIPMENT COMPANY in pursuance to the prayer of Plaintiff's Complaint.

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered  
8 against Defendant CAM CONSULTING INC. in the principal amount of \$755,893.89.

9 IT IS FURTHER ORDERED that this Judgment shall include pre-judgment interest at the  
10 contractual rate of 18% per annum, from the date the Complaint was filed (June 3, 2011) through the date  
11 of this Judgment, and shall continue to accrue post-judgment interest on the unpaid balance until paid in  
12 full.

13 IT IS FURTHER ORDERED that this Judgment shall include attorneys' fees in the amount of  
14 \$ 22,562.50 pursuant to the contract and supported by the Affidavit in Support of Attorneys'  
15 Fees and Supplemental Affidavit in Support of Attorneys' Fees.

16 IT IS FURTHER ORDERED that this Judgment shall include costs in the amount of \$8,271.49  
17 pursuant to the Memorandum of Costs and Supplement to Memorandum of Costs.

18 IT IS SO ORDERED.

19 DATED this 10 day of September, 2012.

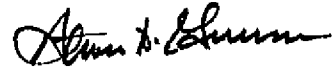
20  
21   
DISTRICT COURT JUDGE

ROB BARE  
JUDGE, DISTRICT COURT, DEPARTMENT 32

22 RESPECTFULLY SUBMITTED:

23  (10/28)  
24 Per  
25 Jennifer R. Lloyd-Robinson, Esq.  
26 Nevada State Bar No. 9617  
27 **PEZZILLO ROBINSON**  
28 6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Attorneys for Plaintiff,  
Cashman Equipment Company

# **EXHIBIT 4**



CLERK OF THE COURT

1 **ANS**  
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5 WILLIAM N. MILLER, ESQ.  
6 Nevada Bar No. 11658  
7 E-mail: [wmiller@nevadafirm.com](mailto:wmiller@nevadafirm.com)  
8 COTTON, DRIGGS, WALCH,  
9 HOLLEY, WOLOSON & THOMPSON  
10 400 South Fourth Street, Third Floor  
11 Las Vegas, Nevada 89101  
12 Telephone: 702/791-0308

13 *Attorneys for Defendants West Edna, Ltd.,*  
14 *dba Mojave Electric, Western Surety*  
15 *Company, The Whiting Turner Contracting*  
16 *Company, Fidelity and Deposit Company*  
17 *of Maryland, Travelers Casualty and Surety*  
18 *Company of America, Counterclaimant and*  
19 *Crossclaimant; Defendants QH Las Vegas, LLC; PQ*  
20 *Las Vegas, LLC; LWTIC Successor, and*  
21 *FC/LW Vegas*

22 **DISTRICT COURT**

23 **CLARK COUNTY, NEVADA**

24 CASHMAN EQUIPMENT COMPANY, a  
25 Nevada corporation,

26 Plaintiff,

27 v.

28 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.

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

Counterclaimant.

Case No.: A642583  
Dept. No.: 32

(Consolidated with Case No. A653029)

**QH LAS VEGAS, LLC, PQ LAS VEGAS,  
LLC, LWTIC SUCCESSOR LLC, AND  
FC/LW VEGAS' ANSWER TO FOURTH  
AMENDED COMPLAINT**

1 v.  
2 CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,

3 Counterdefendant.

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

5 Crossclaimant,

6 v.

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

8 Crossdefendants.  
9

10 Defendants QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor LLC, and  
11 FC/LW Vegas (collectively "Defendants"), by and through their attorneys of record, the law firm  
12 of COTTON, DRIGGS, WALCH, HOLLEY, WOLOSON & THOMPSON, hereby file their  
13 Answer to the Fourth Amended Complaint (the "Complaint") and admit, deny, and allege as  
14 follows:

15 **PARTIES, JURISDICTION AND VENUE**

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

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

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

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

28 ...

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

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

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

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

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

16          10.      In answering Paragraph 10 of the Complaint, Defendants admit that they were the  
17 former owners of the Project but deny the remaining allegations in Paragraph 10 of the  
18 Complaint.

19          11.      The allegation contained in Paragraph 11 of the Complaint constitutes a  
20 nonfactual allegation against Defendants and, therefore, requires no response. To the extent that  
21 a response is required, Defendants are without sufficient information or knowledge to form a  
22 belief as to the truth of the allegations contained in Paragraph 11 of the Complaint and, therefore,  
23 deny the allegations contained therein.

24          12.      The allegation contained in Paragraph 12 of the Complaint constitutes a  
25 nonfactual allegation against Defendants and, therefore, requires no response. To the extent that  
26 a response is required, Defendants are without sufficient information or knowledge to form a  
27 belief as to the truth of the allegations contained in Paragraph 12 of the Complaint and, therefore,  
28 deny the allegations contained therein.

1           13.     Answering Paragraph 13 of the Complaint, Defendants admit that the City Hall  
2 Project was performed in Clark County and deny the remaining allegation contained therein.

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

5           14.     Defendants incorporate by reference all responses to Paragraphs 1 through 13 of  
6 the Complaint as though fully set forth herein.

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

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

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

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

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

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

25          20.     Defendants incorporate by reference all responses to Paragraphs 1 through 19 of  
26 the Complaint as though fully set forth herein.

27          ...

28          ...

        ...

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

5           22.     The allegation contained in Paragraph 22 of the Complaint constitutes a statement  
6 of the law rather than a factual allegation against Defendants and, therefore, requires no  
7 response. To the extent that a response is required, Defendants deny the allegations contained  
8 therein.

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

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

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

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

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

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

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

          29.     Defendants deny the allegation contained in Paragraph 29 of the Complaint.

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

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

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

32. Defendants are without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 32 of the Complaint and, therefore, deny the allegations contained therein.

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

34. Defendants are without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 34 of the Complaint and, therefore, deny the allegations contained therein.

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

36. The allegation contained in Paragraph 36 of the Complaint constitutes a statement of the law rather than a factual allegation against Defendants and, therefore, requires no response. To the extent that a response is required, Defendants deny the allegations set forth.

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

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

...

...



1           38. Defendants are without sufficient information or knowledge to form a belief as to  
2 the truth of the allegations contained in Paragraph 38 of the Complaint and, therefore, deny the  
3 allegations contained therein.

4           39. Defendants are without sufficient information or knowledge to form a belief as to  
5 the truth of the allegations contained in Paragraph 39 of the Complaint and, therefore, deny the  
6 allegations contained therein.

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

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

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

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

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

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

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

28 . . .

47. Defendants are without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 47 of the Complaint and, therefore, deny the allegations contained therein.

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

49. The allegation contained in Paragraph 49 of the Complaint constitutes a statement of the law rather than a factual allegation against Defendants and, therefore, requires no response. To the extent a response is required, Defendants deny the allegations contained therein.

50. The allegation contained in Paragraph 50 of the Complaint constitutes a statement of the law rather than a factual allegation against Defendants and, therefore, requires no response. To the extent a response is required, Defendants deny the allegations contained therein.

51. Defendants are without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 51 of the Complaint and, therefore, deny the allegations contained therein.

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

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

53. Defendants are without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 53 of the Complaint and, therefore, deny the allegations contained therein.

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

• • •

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

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

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

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

13          59. Defendants are without sufficient information or knowledge to form a belief as to  
14 the truth of the allegations contained in Paragraph 59 of the Complaint and, therefore, deny the  
15 allegations contained therein.

16          60. The allegation contained in Paragraph 60 of the Complaint constitutes a statement  
17 of the law rather than a factual allegation against Defendants and, therefore, requires no  
18 response. To the extent a response is required, Defendants deny the allegations contained therein.

19                                   **SEVENTH CAUSE OF ACTION**  
20                                   **(NEGLIGENT MISREPRESENTATION AGAINST CAM, CARVALHO,**  
                                      **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

21          61. Defendants incorporate by reference all responses to Paragraphs 1 through 60 of  
22 the Complaint as though fully set forth herein.

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

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

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

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

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

10          67. Defendants are without sufficient information or knowledge to form a belief as to  
11 the truth of the allegations contained in Paragraph 67 of the Complaint and, therefore, deny the  
12 allegations contained therein.

13          68. The allegation contained in Paragraph 68 of the Complaint constitutes a statement  
14 of the law rather than a factual allegation against Defendants and, therefore, requires no  
15 response. To the extent a response is required, Defendants deny the allegations contained therein.

16          69. Defendants are without sufficient information or knowledge to form a belief as to  
17 the truth of the allegations contained in Paragraph 69 of the Complaint and, therefore, deny the  
18 allegations contained therein.

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

21          70. Defendants incorporate by reference all responses to Paragraphs 1 through 69 of  
22 the Complaint as though fully set forth herein.

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

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

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

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

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

14           76. The allegation contained in Paragraph 76 of the Complaint constitutes a statement  
15 of the law rather than a factual allegation against Defendants and, therefore, requires no  
16 response. To the extent a response is required, Defendants are without sufficient information or  
17 knowledge to form a belief as to the truth of the allegations contained in Paragraph 76 of the  
18 Complaint and, therefore, deny the allegations contained therein.

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

21           77. Defendants incorporate by reference all responses to Paragraphs 1 through 76 of  
22 the Complaint as though fully set forth herein.

23           78. Defendants are without sufficient information or knowledge to form a belief as to  
24 the truth of the allegations contained in Paragraph 78 of the Complaint and, therefore, deny the  
25 allegations contained therein.

26           79. Defendants are without sufficient information or knowledge to form a belief as to  
27 the truth of the allegations contained in Paragraph 79 of the Complaint and, therefore, deny the  
28 allegations contained therein.

1           80.     The allegation contained in Paragraph 80 of the Complaint constitutes a statement  
2 of the law rather than a factual allegation against Defendants and, therefore, requires no  
3 response. To the extent a response is required, Defendants deny the allegations contained therein.

4           81.     Defendants are without sufficient information or knowledge to form a belief as to  
5 the truth of the allegations contained in Paragraph 81 of the Complaint and, therefore, deny the  
6 allegations contained therein.

7           82.     Defendants are without sufficient information or knowledge to form a belief as to  
8 the truth of the allegations contained in Paragraph 82 of the Complaint and, therefore, deny the  
9 allegations contained therein.

10          83.     Defendants are without sufficient information or knowledge to form a belief as to  
11 the truth of the allegations contained in Paragraph 83 of the Complaint and, therefore, deny the  
12 allegations contained therein.

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

16          85.     The allegation contained in Paragraph 85 of the Complaint constitutes a statement  
17 of the law rather than a factual allegation against Defendants and, therefore, requires no  
18 response. To the extent a response is required, Defendants deny the allegations contained therein.

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

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

23          87.     Defendants are without sufficient information or knowledge to form a belief as to  
24 the truth of the allegations contained in Paragraph 87 of the Complaint and, therefore, deny the  
25 allegations contained therein.

26          88.     Defendants are without sufficient information or knowledge to form a belief as to  
27 the truth of the allegations contained in Paragraph 88 of the Complaint and, therefore, deny the  
28 allegations contained therein.

1           89. Defendants are without sufficient information or knowledge to form a belief as to  
2 the truth of the allegations contained in Paragraph 89 of the Complaint and, therefore, deny the  
3 allegations contained therein.

4           90. Defendants are without sufficient information or knowledge to form a belief as to  
5 the truth of the allegations contained in Paragraph 90 of the Complaint and, therefore, deny the  
6 allegations contained therein.

7           91. Defendants are without sufficient information or knowledge to form a belief as to  
8 the truth of the allegations contained in Paragraph 91 of the Complaint and, therefore, deny the  
9 allegations contained therein.

10          92. Defendants are without sufficient information or knowledge to form a belief as to  
11 the truth of the allegations contained in Paragraph 92 of the Complaint and, therefore, deny the  
12 allegations contained therein.

13          93. Defendants are without sufficient information or knowledge to form a belief as to  
14 the truth of the allegations contained in Paragraph 93 of the Complaint and, therefore, deny the  
15 allegations contained therein.

16          94. Defendants are without sufficient information or knowledge to form a belief as to  
17 the truth of the allegations contained in Paragraph 94 of the Complaint and, therefore, deny the  
18 allegations contained therein.

19          95. Defendants are without sufficient information or knowledge to form a belief as to  
20 the truth of the allegations contained in Paragraph 95 of the Complaint and, therefore, deny the  
21 allegations contained therein.

22          96. Defendants are without sufficient information or knowledge to form a belief as to  
23 the truth of the allegations contained in Paragraph 96 of the Complaint and, therefore, deny the  
24 allegations contained therein.

25          97. Defendants are without sufficient information or knowledge to form a belief as to  
26 the truth of the allegations contained in Paragraph 97 of the Complaint and, therefore, deny the  
27 allegations contained therein.

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1           98. Defendants are without sufficient information or knowledge to form a belief as to  
2 the truth of the allegations contained in Paragraph 98 of the Complaint and, therefore, deny the  
3 allegations contained therein.

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

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

9           100. Defendants are without sufficient information or knowledge to form a belief as to  
10 the truth of the allegations contained in Paragraph 100 of the Complaint and, therefore, deny the  
11 allegations contained therein.

12           101. Defendants are without sufficient information or knowledge to form a belief as to  
13 the truth of the allegations contained in Paragraph 101 of the Complaint, including sections (a)  
14 and (b) of Paragraph 101 of the Complaint, and, therefore, deny the allegations contained therein.

15           102. Defendants are without sufficient information or knowledge to form a belief as to  
16 the truth of the allegations contained in Paragraph 102 of the Complaint and, therefore, deny the  
17 allegations contained therein.

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

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

23           104. Defendants are without sufficient information or knowledge to form a belief as to  
24 the truth of the allegations contained in Paragraph 104 of the Complaint and, therefore, deny the  
25 allegations contained therein.

26           105. Defendants are without sufficient information or knowledge to form a belief as to  
27 the truth of the allegations contained in Paragraph 105 of the Complaint and, therefore, deny the  
28 allegations contained therein.

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1           106. Defendants are without sufficient information or knowledge to form a belief as to  
2 the truth of the allegations contained in Paragraph 106 of the Complaint and, therefore, deny the  
3 allegations contained therein.

4                                   **THIRTEENTH CAUSE OF ACTION**  
5                                   **(CLAIM ON PAYMENT BOND AGAINST WHITING TURNER, FIDELITY,**  
6                                   **TRAVELERS, DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

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

9           108. Defendants are without sufficient information or knowledge to form a belief as to  
10 the truth of the allegations contained in Paragraph 108 of the Complaint and, therefore, deny the  
11 allegations contained therein.

12           109. Defendants are without sufficient information or knowledge to form a belief as to  
13 the truth of the allegations contained in Paragraph 109 of the Complaint and, therefore, deny the  
14 allegations contained therein.

15           110. Defendants are without sufficient information or knowledge to form a belief as to  
16 the truth of the allegations contained in Paragraph 110 of the Complaint and, therefore, deny the  
17 allegations contained therein.

18           111. Defendants are without sufficient information or knowledge to form a belief as to  
19 the truth of the allegations contained in Paragraph 111 of the Complaint and, therefore, deny the  
20 allegations contained therein.

21           112. Defendants are without sufficient information or knowledge to form a belief as to  
22 the truth of the allegations contained in Paragraph 112 of the Complaint and, therefore, deny the  
23 allegations contained therein.

24           113. Defendants are without sufficient information or knowledge to form a belief as to  
25 the truth of the allegations contained in Paragraph 113 of the Complaint and, therefore, deny the  
26 allegations contained therein.

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1 **FOURTEENTH CAUSE OF ACTION**  
2 **(CLAIM ON PAYMENT BOND AGAINST MOJAVE, WESTERN, DOES 1-10, AND**  
3 **ROE CORPORATIONS 1-10, INCLUSIVE)**

4 114. Defendants incorporate by reference all responses to Paragraphs 1 through 113 of  
5 the Complaint as though fully set forth herein.

6 115. Defendants are without sufficient information or knowledge to form a belief as to  
7 the truth of the allegations contained in Paragraph 115 of the Complaint and, therefore, deny the  
8 allegations contained therein.

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

12 117. Defendants are without sufficient information or knowledge to form a belief as to  
13 the truth of the allegations contained in Paragraph 117 of the Complaint and, therefore, deny the  
14 allegations contained therein.

15 118. Defendants are without sufficient information or knowledge to form a belief as to  
16 the truth of the allegations contained in Paragraph 118 of the Complaint and, therefore, deny the  
17 allegations contained therein.

18 119. Defendants are without sufficient information or knowledge to form a belief as to  
19 the truth of the allegations contained in Paragraph 119 of the Complaint and, therefore, deny the  
20 allegations contained therein.

21 120. Defendants are without sufficient information or knowledge to form a belief as to  
22 the truth of the allegations contained in Paragraph 120 of the Complaint and, therefore, deny the  
23 allegations contained therein.

24 **FIFTEENTH CAUSE OF ACTION (UNJUST ENRICHMENT AGAINST**  
25 **OWNERS, DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

26 121. Defendants incorporate by reference all responses to Paragraphs 1 through 120 of  
27 the Complaint as though fully set forth herein.

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122. Defendants are without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 122 of the Complaint and, therefore, deny the allegations contained therein.

123. Defendants deny the allegations contained in Paragraph 123 of the Complaint.

124. Defendants deny the allegations contained in Paragraph 124 of the Complaint.

125. Defendants deny the allegations contained in Paragraph 125 of the Complaint.

### AFFIRMATIVE DEFENSES

Defendants assert and allege the following non-exclusive list of defenses to this action. These defenses have been labeled as “Affirmative” defenses regardless of whether, as a matter of law, such defenses are truly affirmative defenses. Such designation should in no way be construed to constitute a concession on the part of Defendants or that it bears the burden of proof to establish such defenses.

1. All allegations of the Complaint not specifically admitted or otherwise pled to herein are hereby denied.

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

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

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

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

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

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

8. Plaintiff has failed to mitigate its damages, if any exist or were incurred, the existence of which is expressly denied by Defendants.

...

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

4           10.    Plaintiff ratified, approved, or acquiesced in the actions of Defendants.

5           11.    Plaintiff has failed to satisfy conditions precedent to bringing any action against  
6 Defendants.

7           12.    Plaintiff's claims are barred by the Doctrines of Mutual Mistake, Impossibility or  
8 Impracticability.

9           13.    Any damages which Plaintiff may have sustained by reason of the allegations of  
10 the Complaint were proximately caused, in whole or in part, by acts of persons other than  
11 Defendants and, therefore, Plaintiff is not entitled to any relief from Defendants.

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

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

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

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

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

22           19.    Plaintiff's alleged damages, if any, should be offset by monies due and owing by  
23 CAM to Plaintiff.

24           20.    The conduct of Defendants alleged to be wrongful was induced by Plaintiff's own  
25 wrongful conduct.

26           21.    Plaintiff's claims for relief are barred on the grounds that Defendants have a valid  
27 justification for any alleged nonperformance of the alleged agreement.

28     ...

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

3           23.     Plaintiff brings its claims in bad faith, with an ulterior motive to harass  
4 Defendants, abuse the litigation process, and otherwise raise frivolous and unfounded claims  
5 against Defendants causing Defendants to incur damages.

6           24.     Plaintiff is barred from recovery by virtue of its unclean hands.

7           25.     Plaintiffs' claims are barred because they did not incur any injury or damages  
8 cognizable at law.

9           26.     Plaintiff's claims are barred by the doctrine of laches.

10          27.     Plaintiff is barred from obtaining any relief from any claim by operation of the  
11 doctrine of waiver.

12          28.     Plaintiff's claims are barred by the statute of limitations.

13          29.     Defendants hereby incorporate by reference those affirmative defenses  
14 enumerated in NRCP 8 as though fully set forth herein. Such defenses are herein incorporated by  
15 reference for the specific purpose of not waiving the same.

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

18          31.     Claims for unjust enrichment are improper as to Defendants pursuant to  
19 applicable Nevada law.

20          32.     Pursuant to NRCP 11, at the time of the filing of this Answer, all possible  
21 affirmative defenses may not have been alleged insofar as sufficient facts and relevant  
22 information may not have been available after reasonable inquiry. Therefore, Defendants reserve  
23 the right to amend this Answer, including adding affirmative defenses, based upon discovery,  
24 review of documents, and development of evidence in this case.

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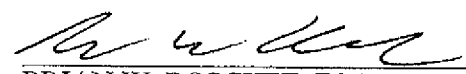
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**WHEREFORE**, Defendants pray for the following relief:

1. That Plaintiff takes nothing by way of its Complaint from Defendants and that the same be dismissed against the Defendants in its entirety with prejudice;
2. For an award of reasonable attorneys' fees and costs of suit incurred in the defense of Plaintiff's Complaint; and
3. For such other and further relief as this Court deems just and proper.

Dated this 11 day of June, 2013.

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



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dba Mojave Electric, Western Surety  
Company, The Whiting Turner Contracting  
Company, Fidelity and Deposit Company  
of Maryland, Travelers Casualty and Surety  
Company of America, Counterclaimant and  
Crossclaimant; Defendants QH Las Vegas,  
LLC; PQ Las Vegas, LLC; LWTIC Successor,  
and FC/LW Vegas*

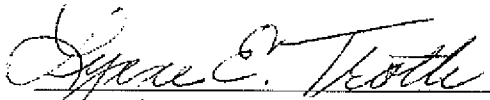
1 CERTIFICATE OF MAILING

2 I HEREBY CERTIFY that, on the 17<sup>th</sup> day of June, 2013 and pursuant to NRCP 5(b), I  
3 deposited for mailing in the U.S. Mail a true and correct copy of the foregoing QH LAS  
4 VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC SUCCESSOR LLC, AND FC/LW  
5 VEGAS' ANSWER TO FOURTH AMENDED COMPLAINT, postage prepaid and  
6 addressed to:

7 Jennifer R. Lloyd, Esq.  
8 Marisa L. Maskas, Esq.  
9 PEZZILLO LLOYD  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
10 *Attorneys for Plaintiff*

11 Edward Coleman, Esq.  
12 COLEMAN LAW ASSOCIATES  
8275 S. Eastern, Suite 200  
Las Vegas, Nevada 89123  
13 *Attorneys for Defendant Janel Rennie aka Janel Carvalho*

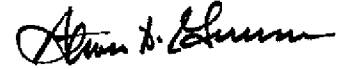
14 Element Iron & Design, LLC  
15 5212 Giallo Vista  
16 North Las Vegas, Nevada 89031

17  
18 

19 An employee of Cotton, Driggs, Walch, Holley,  
20 Woloson & Thompson  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT 3**





CLERK OF THE COURT

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

20 **DISTRICT COURT**

21 **CLARK COUNTY, NEVADA**

22 CASHMAN EQUIPMENT COMPANY, a  
23 Nevada corporation,

24 Plaintiff,

25 v.

26 CAM CONSULTING, INC., a Nevada  
27 corporation; ANGELO CARVALHO, an  
28 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.

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

Counterclaimant.

v.

Case No.: A642583  
Dept. No.: 32

(Consolidated with Case No. A653029)

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

1 CASHMAN EQUIPMENT COMPANY, a  
2 Nevada corporation,

Counterdefendant.

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

Crossclaimant,

5 v.

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

8 Crossdefendants.

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

18 **PARTIES, JURISDICTION AND VENUE**

19 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

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

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

1           3.     Answering Paragraph 3 of the Complaint, Defendants admit that Angelo Carvalho  
2 is the owner of CAM but do not have sufficient knowledge or information upon which to admit  
3 or deny the remaining allegations contained therein and upon said ground, deny said allegation.

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

8           5.     Defendants admit the allegations contained in Paragraph 5 of the Complaint that  
9 Mojave is a Nevada limited liability company authorized to do business in the state of Nevada,  
10 and that Defendant Western is authorized to conduct business within the State of Nevada as a  
11 contractor's bond surety, and in that capacity Western issued two contractor's license bonds and  
12 a mechanic's release bond to Mojave but denies the remaining allegations.

13          6.     Defendants admit the allegations contained in Paragraph 6 of the Complaint that  
14 Western is authorized to conduct business in the state of Nevada, as a contractor's bond surety,  
15 and in that capacity Western issued two contractor's license bonds and a mechanic's release bond  
16 to Mojave but denies the remaining allegations.

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

18          8.     Defendants admit the allegations in Paragraph 8 of the Complaint that Defendant  
19 Fidelity is authorized to conduct business within the State of Nevada as a contractor's bond  
20 surety, and in that capacity issued a contractor's bond to Defendant Whiting, Bond Number  
21 9045603 in the amount of \$50,000.00 for license number 33400. Fidelity also issued a payment  
22 bond, Travelers 105375118/F&D 8997023, as co-surety with Defendant Travelers, but  
23 Defendants deny the remaining allegations contained in Paragraph 8 of the Complaint.

24          9.     Defendants admit the allegations contained in Paragraph 9 of the Complaint, that  
25 Travelers, as co-surety with Defendant Fidelity, admit it is authorized to conduct business within  
26 the State of Nevada and that it issued payment bond number Travelers 105375118/F&D  
27 8997023, but denies the remaining allegations contained in Paragraph 9.

28          10.    Defendants are without sufficient information or knowledge to form a belief as to

1 the truth of the allegations contained in Paragraph 10 of the Complaint and, therefore, deny the  
2 allegations contained therein.

3 11. The allegation contained in Paragraph 10 of the Complaint constitutes a  
4 nonfactual allegation against Defendants and, therefore, requires no response. To the extent that  
5 a response is required, Defendants are without sufficient information or knowledge to form a  
6 belief as to the truth of the allegations contained in Paragraph 10 of the Complaint and, therefore,  
7 deny the allegations contained therein.

8 12. The allegation contained in Paragraph 11 of the Complaint constitutes a  
9 nonfactual allegation against Defendants and, therefore, requires no response. To the extent that  
10 a response is required, Defendants are without sufficient information or knowledge to form a  
11 belief as to the truth of the allegations contained in Paragraph 11 of the Complaint and, therefore,  
12 deny the allegations contained therein.

13 13. Answering Paragraph 13 of the Complaint, Defendants admit that the City Hall  
14 Project was performed in Clark County and deny the remaining allegation contained therein.

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

17 14. Defendants incorporate by reference all responses to Paragraphs 1 through 13 of  
18 the Complaint as though fully set forth herein.

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

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

27 17. Defendants Mojave and Whiting admit the allegations contained in Paragraph 17  
28 of the Complaint. The remaining Defendants are without sufficient information or knowledge to

1 form a belief as to the truth of the allegations contained in Paragraph 17 of the Complaint and,  
2 therefore, deny the allegations contained therein.

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

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

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

11 20. Defendants incorporate by reference all responses to Paragraphs 1 through 19 of  
12 the Complaint as though fully set forth herein.

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

17 22. The allegation contained in Paragraph 22 of the Complaint constitutes a statement  
18 of the law rather than a factual allegation against Defendants and, therefore, requires no  
19 response. To the extent that a response is required, Defendants deny the allegations contained  
20 therein.

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

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

26 24. Defendants incorporate by reference all responses to Paragraphs 1 through 23 of  
27 the Complaint as though fully set forth herein.

28 25. Defendants are without sufficient information or knowledge to form a belief as to

1 the truth of the allegations contained in Paragraph 25 of the Complaint and, therefore, deny the  
2 allegations contained therein.

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

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

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

12 29. Defendants deny the allegation contained in Paragraph 29 of the Complaint.

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

16 30. Defendants incorporate by reference all responses to Paragraphs 1 through 29 of  
17 the Complaint as though fully set forth herein.

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

21 32. Defendants are without sufficient information or knowledge to form a belief as to  
22 the truth of the allegations contained in Paragraph 32 of the Complaint and, therefore, deny the  
23 allegations contained therein.

24 33. Defendants admit that CAM received payment from Mojave for the equipment  
25 purchased from Plaintiff, but Defendants deny the remaining allegations contained in Paragraph  
26 33 of the Complaint.

27 34. Defendants are without sufficient information or knowledge to form a belief as to  
28 the truth of the allegations contained in Paragraph 34 of the Complaint and, therefore, deny the  
allegations contained therein.

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

36. The allegation contained in Paragraph 36 of the Complaint constitutes a statement of the law rather than a factual allegation against Defendants and, therefore, requires no response. To the extent that a response is required, Defendants deny the allegations set forth.

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

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

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

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

40. Defendants Mojave and Whiting admit the allegations contained in Paragraph 40 of the Complaint. The remaining Defendants are without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 40 of the Complaint and, therefore, deny the allegations contained therein.

41. Defendants Mojave and Whiting admit the allegations contained in Paragraph 41 of the Complaint. The remaining Defendants are without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 41 of the Complaint and, therefore, deny the allegations contained therein.

42. Defendants Mojave and Whiting admit the allegations contained in Paragraph 42 of the Complaint. The remaining Defendants are without sufficient information or knowledge to

1 form a belief as to the truth of the allegations contained in Paragraph 42 of the Complaint and,  
2 therefore, deny the allegations contained therein.

3 43. Defendants Mojave and Whiting admit the allegations contained in Paragraph 43  
4 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
5 form a belief as to the truth of the allegations contained in Paragraph 43 of the Complaint and,  
6 therefore, deny the allegations contained therein.

7 44. Defendants Mojave and Whiting admit the allegations contained in Paragraph 44  
8 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
9 form a belief as to the truth of the allegations contained in Paragraph 44 of the Complaint and,  
10 therefore, deny the allegations contained therein.

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

14 46. Defendants Mojave and Whiting admit the allegations contained in Paragraph 46  
15 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
16 form a belief as to the truth of the allegations contained in Paragraph 46 of the Complaint and,  
17 therefore, deny the allegations contained therein.

18 47. Defendants Mojave and Whiting admit the allegations contained in Paragraph 47  
19 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
20 form a belief as to the truth of the allegations contained in Paragraph 47 of the Complaint and,  
21 therefore, deny the allegations contained therein.

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

27 49. The allegation contained in Paragraph 49 of the Complaint constitutes a statement  
28 of the law rather than a factual allegation against Defendants and, therefore, requires no



1 response. To the extent a response is required, Defendants deny the allegations contained therein.

2 50. The allegation contained in Paragraph 50 of the Complaint constitutes a statement  
3 of the law rather than a factual allegation against Defendants and, therefore, requires no  
4 response. To the extent a response is required, Defendants deny the allegations contained therein.

5 51. Defendants Mojave and Whiting admit the allegations contained in Paragraph 51  
6 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
7 form a belief as to the truth of the allegations contained in Paragraph 51 of the Complaint and,  
8 therefore, deny the allegations contained therein.

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

11 52. Defendants incorporate by reference all responses to Paragraphs 1 through 51 of  
12 the Complaint as though fully set forth herein

13 53. Defendants are without sufficient information or knowledge to form a belief as to  
14 the truth of the allegations contained in Paragraph 53 of the Complaint and, therefore, deny the  
15 allegations contained therein.

16 54. Defendants admit that CAM and Defendant Carvalho presented a check to  
17 Plaintiff, but deny the remaining allegations contained in Paragraph 54 of the Complaint.

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

21 56. Defendants Mojave and Whiting admit the allegations contained in Paragraph 56  
22 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
23 form a belief as to the truth of the allegations contained in Paragraph 56 of the Complaint and,  
24 therefore, deny the allegations contained therein.

25 57. Defendants Mojave and Whiting admit the allegations contained in Paragraph 57  
26 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
27 form a belief as to the truth of the allegations contained in Paragraph 57 of the Complaint and,  
28 therefore, deny the allegations contained therein.

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

4           59. Defendants Mojave and Whiting admit the allegations contained in Paragraph 59  
5 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
6 form a belief as to the truth of the allegations contained in Paragraph 59 of the Complaint and,  
7 therefore, deny the allegations contained therein.

8           60. The allegation contained in Paragraph 60 of the Complaint constitutes a statement  
9 of the law rather than a factual allegation against Defendants and, therefore, requires no  
10 response. To the extent a response is required, Defendants deny the allegations contained therein.

11                                   **SEVENTH CAUSE OF ACTION**  
12                                   **(NEGLIGENT MISREPRESENTATION AGAINST CAM, CARVALHO,**  
13                                   **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

14           61. Defendants incorporate by reference all responses to Paragraphs 1 through 60 of  
15 the Complaint as though fully set forth herein.

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

19           63. Defendants Mojave and Whiting admit the allegations contained in Paragraph 63  
20 of the Complaint that CAM and Carvalho presented a check to Plaintiff, but deny the remaining  
21 allegations. The remaining Defendants are without sufficient information or knowledge to form a  
22 belief as to the truth of the allegations contained in Paragraph 63 of the Complaint and, therefore,  
23 deny the allegations contained therein.

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

27           65. Defendants Mojave and Whiting admit the allegations contained in Paragraph 65  
28 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
form a belief as to the truth of the allegations contained in Paragraph 65 of the Complaint and,

1 therefore, deny the allegations contained therein.

2 66. Defendants Mojave and Whiting admit the allegations contained in Paragraph 66  
3 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
4 form a belief as to the truth of the allegations contained in Paragraph 66 of the Complaint and,  
5 therefore, deny the allegations contained therein.

6 67. Defendants are without sufficient information or knowledge to form a belief as to  
7 the truth of the allegations contained in Paragraph 67 of the Complaint and, therefore, deny the  
8 allegations contained therein.

9 68. The allegation contained in Paragraph 68 of the Complaint constitutes a statement  
10 of the law rather than a factual allegation against Defendants and, therefore, requires no  
11 response. To the extent a response is required, Defendants deny the allegations contained therein.

12 69. Defendants Mojave and Whiting admit the allegations contained in Paragraph 69  
13 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
14 form a belief as to the truth of the allegations contained in Paragraph 69 of the Complaint and,  
15 therefore, deny the allegations contained therein.

16 **EIGHTH CAUSE OF ACTION**  
17 **(QUIET TITLE AGAINST CAM, CARVALHO, RENNIE,**  
18 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

19 70. Defendants incorporate by reference all responses to Paragraphs 1 through 69 of  
20 the Complaint as though fully set forth herein.

21 71. Defendants Mojave and Whiting admit the allegations contained in Paragraph 71  
22 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
23 form a belief as to the truth of the allegations contained in Paragraph 71 of the Complaint and,  
24 therefore, deny the allegations contained therein.

25 72. Defendants Mojave and Whiting admit the allegations contained in Paragraph 72  
26 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
27 form a belief as to the truth of the allegations contained in Paragraph 72 of the Complaint and,  
28 therefore, deny the allegations contained therein.

73. Defendants are without sufficient information or knowledge to form a belief as to

1 the truth of the allegations contained in Paragraph 73 of the Complaint and, therefore, deny the  
2 allegations contained therein.

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

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

13 76. The allegation contained in Paragraph 76 of the Complaint constitutes a statement  
14 of the law rather than a factual allegation against Defendants and, therefore, requires no  
15 response. To the extent a response is required, Defendants are without sufficient information or  
16 knowledge to form a belief as to the truth of the allegations contained in Paragraph 76 of the  
17 Complaint and, therefore, deny the allegations contained therein.

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

20 77. Defendants incorporate by reference all responses to Paragraphs 1 through 76 of  
21 the Complaint as though fully set forth herein.

22 78. Defendants Mojave and Whiting deny the allegations contained in Paragraph 78  
23 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
24 form a belief as to the truth of the allegations contained in Paragraph 78 of the Complaint and,  
25 therefore, deny the allegations contained therein.

26 79. Defendants Mojave and Whiting admit the allegations contained in Paragraph 79  
27 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
28 form a belief as to the truth of the allegations contained in Paragraph 79 of the Complaint and,

1 therefore, deny the allegations contained therein.

2 80. The allegation contained in Paragraph 80 of the Complaint constitutes a statement  
3 of the law rather than a factual allegation against Defendants and, therefore, requires no  
4 response. To the extent a response is required, Defendants deny the allegations contained therein.

5 81. Defendants are without sufficient information or knowledge to form a belief as to  
6 the truth of the allegations contained in Paragraph 81 of the Complaint and, therefore, deny the  
7 allegations contained therein.

8 82. Defendants Mojave and Whiting admit that a mechanic's lien was recorded on the  
9 Project in the amount of \$755,893.89 as Instrument No. 201106220002156, but deny the  
10 remaining allegations and legal conclusions contained in Paragraph 82. The remaining  
11 Defendants are without sufficient information or knowledge to form a belief as to the truth of the  
12 allegations contained in Paragraph 82 of the Complaint and, therefore, deny the allegations  
13 contained therein.

14 83. Defendants Mojave and Whiting admit the allegations contained in Paragraph 83  
15 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
16 form a belief as to the truth of the allegations contained in Paragraph 83 of the Complaint and,  
17 therefore, deny the allegations contained therein.

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

21 85. The allegation contained in Paragraph 85 of the Complaint constitutes a statement  
22 of the law rather than a factual allegation against Defendants and, therefore, requires no  
23 response. To the extent a response is required, Defendants deny the allegations contained therein.

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

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

28 87. Defendants Mojave and Whiting admit the allegations contained in Paragraph 87

1 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
2 form a belief as to the truth of the allegations contained in Paragraph 87 of the Complaint and,  
3 therefore, deny the allegations contained therein.

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

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

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

16 91. Defendants Mojave and Whiting admit the allegations contained in Paragraph 91  
17 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
18 form a belief as to the truth of the allegations contained in Paragraph 91 of the Complaint and,  
19 therefore, deny the allegations contained therein.

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

24 93. Defendant Mojave admits that checks were received in the amounts of  
25 \$139,367.70 and \$136,269.00 for other unrelated projects, but deny the remaining allegations  
26 contained in Paragraph 93 of the Complaint. The remaining Defendants are without sufficient  
27 information or knowledge to form a belief as to the truth of the allegations contained in  
28 Paragraph 93 of the Complaint and, therefore, deny the allegations contained therein.

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

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

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

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

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

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

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

11 100. Defendants admit that Mojave, as principal, and Defendant Western, as surety,  
12 caused to be issued two contractor's license bonds in accordance with the provisions of Chapter  
13 624 and said bonds are identified as Bond Number 929452545 in the amount of \$5,000.00 and  
14 Bond Number 929444674 in the amount of \$2,000.00. Defendants deny all remaining allegations  
15 contained in Paragraph 100 of the Complaint.

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

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

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

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

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

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

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

27 **THIRTEENTH CAUSE OF ACTION**  
28 **(CLAIM ON PAYMENT BOND AGAINST WHITING TURNER, FIDELITY, DOES 1-**  
29 **10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

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

1           108. Defendants admit the allegations contained in Paragraph 108 of the Complaint.

2           109. Defendants deny the allegations contained in Paragraph 109 of the Complaint.

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

4           111. Defendants admit the allegations contained in Paragraph 111 of the Complaint  
5 that a payment bond was issued for the Project and as to the terms of the bond, it speaks for itself  
6 and is the best evidence of the terms contained therein.

7           112. Defendants deny the allegations contained in Paragraph 112 of the Complaint.

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

9                                   **FOURTEENTH CAUSE OF ACTION**  
10                               **(CLAIM ON PAYMENT BOND AGAINST MOJAVE, WESTERN, DOES 1-10, AND**  
                                  **ROE CORPORATIONS 1-10, INCLUSIVE)**

11           114. Defendants incorporate by reference all responses to Paragraphs 1 through 113 of  
12 the Complaint as though fully set forth herein.

13           115. Defendants admit the allegations contained in Paragraph 115 of the Complaint.

14           116. Defendants deny the allegations contained in Paragraph 116 of the Complaint.

15           117. Answering Paragraph 117 of the Complaint, Defendants admit a payment bond  
16 was issued for the Project and as to the terms of the bond, it speaks for itself and is the best  
17 evidence of the terms contained therein.

18           118. Defendants admit executing a payment bond for the Project, but deny the  
19 remaining allegations contained in Paragraph 118 of the Complaint.

20           119. Defendants are without sufficient information or knowledge to form a belief as to  
21 the truth of the allegations contained in Paragraph 119 of the Complaint and, therefore, deny the  
22 allegations contained therein.

23           120. Defendants deny the allegations contained in Paragraph 120 of the Complaint.

24                                   **FIFTEENTH CAUSE OF ACTION (UNJUST ENRICHMENT AGAINST**  
                                  **OWNERS, DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

25           121. Defendants incorporate by reference all responses to Paragraphs 1 through 120 of  
26 the Complaint as though fully set forth herein.

27           122. Defendants Mojave and Whiting admit the allegations contained in Paragraph 122  
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1 of the Complaint. The remaining Defendants are without sufficient information or knowledge to  
2 form a belief as to the truth of the allegations contained in Paragraph 122 of the Complaint and,  
3 therefore, deny the allegations contained therein.

4 123. Defendants deny the allegations contained in Paragraph 123 of the Complaint.

5 124. Defendants deny the allegations contained in Paragraph 124 of the Complaint.

6 125. Defendants deny the allegations contained in Paragraph 125 of the Complaint.

7 **AFFIRMATIVE DEFENSES**

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

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

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

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

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

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

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

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

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

27 9. Plaintiff has failed to mitigate its damages, if any exist or were incurred, the  
28 existence of which is expressly denied by Defendant.

- 1           10. By virtue of the acts, conduct, mismanagement and/or omissions to act of the  
2 Plaintiff under the circumstances, Defendants are released and discharged from any liability  
3 whatsoever to Plaintiff, which liability is expressly denied.
- 4           11. Plaintiff ratified, approved, or acquiesced in the actions of Defendants.
- 5           12. Defendant CAM Consulting, Inc. acted as agent for Plaintiff.
- 6           13. Plaintiff has failed to satisfy conditions precedent to bringing any action against  
7 Defendants.
- 8           14. Plaintiff's claims are barred by the Doctrines of Mutual Mistake, Impossibility or  
9 Impracticability.
- 10          15. Any damages which Plaintiff may have sustained by reason of the allegations of  
11 the Complaint were proximately caused, in whole or in part, by sets of persons other than  
12 Defendants and, therefore, Plaintiff is not entitled to any relief from Defendant.
- 13          16. To the extent Plaintiff's claims are based in whole or in part on alleged oral  
14 promises or statements, such claims are barred by the lack of acceptance, lack of mutuality, and  
15 failure of consideration.
- 16          17. Plaintiff is not entitled to the damages that it is seeking.
- 17          18. The claims of Plaintiff fail for want or lack of consideration.
- 18          19. Plaintiff's pursuit of these claims against Defendant under the circumstances  
19 presented in this case is, in and of itself, a violation of the covenant of good faith and fair dealing  
20 implied in all of their agreements, barring it from any recovery against them in this action.
- 21          20. Damages and injuries suffered by Plaintiff, if any, are not attributable to any act,  
22 conduct, or omission on the part of Defendants.
- 23          21. Plaintiff's alleged damages, if any, should be offset by monies due and owing by  
24 CAM to Plaintiff.
- 25          22. The conduct of Defendants alleged to be wrongful was induced by Plaintiff's own  
26 wrongful conduct.
- 27          23. Plaintiff's claims for relief are barred on the grounds that Defendants have a valid  
28 justification for any alleged nonperformance of the alleged agreement.

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

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

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

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

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

15           **WHEREFORE**, Defendants pray:

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

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

21           3.     That the lien at issue is expunged; and

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

23                           **COUNTERCLAIM**

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

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1 Counterclaimant.

2 12. Counterclaimant Mojave requested Counterdefendant's completion of its contract  
3 and assistance with start up of the equipment at issue on the project.

4 13. Counterdefendant refused to complete the start up and further refused to handle  
5 any warranty issues related to the equipment.

6 14. Counterdefendant further refused to provide the battery power source in  
7 accordance with the Purchase Order.

8 15. Counterclaimant Mojave employed a licensed contractor to complete the contract  
9 work and start the equipment at Counterclaimant's expense.

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

12 16. Counterclaimant hereby restates, realleges and incorporates by reference the  
13 allegations contained in paragraphs 1 through 15 of the Counterclaim, inclusive, as if fully set  
14 forth herein.

15 17. The Purchase Order constitutes a valid, binding and enforceable contract between  
16 Counterclaimant and Counterdefendant.

17 18. Through its actions described above, including, without limitation,  
18 Counterdefendant's failure and/or refusal to participate in the start up of the equipment is in  
19 material default of its obligations.

20 19. Counterclaimant has performed all conditions, covenants, obligations and  
21 promises on its part to be performed.

22 20. Counterclaimant has also placed demand upon Counterdefendant for  
23 performance, but Counterdefendant has failed or refused to perform, and continues to fail or  
24 refuse to perform, its obligations.

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

27 22. As a result of Counterdefendant's breach described herein, and as a direct and  
28 proximate result thereof, Counterclaimant has been forced to engage the services of an attorney

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

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

4 23. Counterclaimant hereby restates, realleges and incorporates by reference the  
5 allegations contained in paragraphs 1 through 22 of the Counterclaim, inclusive, as if fully set  
6 forth herein.

7 24. Under Nevada law, every contract imposes upon the contracting parties the duty  
8 of good faith and fair dealing.

9 25. Counterdefendant breached its duty to Counterclaimant by performing in a  
10 manner that was unfaithful to the purpose of the agreement, including, among other things,  
11 failing to use its best efforts to start up the equipment as requested by Counterclaimant.

12 26. As a result of Counterdefendant's breach of the implied covenant of good faith  
13 and fair dealing described herein, and as a direct and proximate result thereof, Counterclaimant  
14 has been damaged in an amount in excess of \$10,000.

15 27. As a result of Counterdefendant's breach of the implied covenant of good faith  
16 and fair dealing described herein, and as a direct and proximate result thereof, Counterclaimant  
17 Mojave has been forced to engage the services of an attorney and is entitled to an award of  
18 reasonable attorney's fees and costs.

19 **THIRD CLAIM FOR RELIEF**  
20 **(MISREPRESENTATION)**

21 28. Counterclaimant hereby restates, realleges and incorporates by reference the  
22 allegations contained in paragraphs 1 through 27 of the Counterclaim, inclusive, as if fully set  
23 forth herein.

24 29. Counterdefendant made various and numerous representations to Counterclaimant  
25 with respect to its Final Unconditional Release entered for the payment amount of \$755,893.89.

26 30. The Release provides that Counterdefendant has been paid in full for all work and  
27 materials and further provides that the "document is enforceable against you if you sign it, even  
28 if you have not been paid. If you have not been paid, use a conditional release form."

31. Counterclaimant Mojave detrimentally relied on these promises and

1 representations of Counterdefendant and was unaware whether or not Counterdefendant had  
2 obtained actual payment from its agent CAM Consulting, Inc.

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

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

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

#### 11 **PRAYER**

12 WHEREFORE, Counterclaimant hereby prays for judgment as follows:

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

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

16 3. For interest, cost and attorneys' fees;

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

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

#### 20 **CROSSCLAIM**

21 Crossclaimant WEST EDNA ASSOCIATES, LTD. d/b/a MOJAVE ELECTRIC, a  
22 Nevada corporation ("Mojave" or "Crossclaimant") by and through its attorneys of record, the  
23 law firm of COTTON, DRIGGS, WALCH, HOLLEY, WOLOSON & THOMPSON, and as for  
24 a crossclaim against Crossdefendants CAM CONSULTING, INC. ("CAM") and ANGELO  
25 CARVALHO ("Carvalho") (collectively "Crossdefendants"), hereby alleges as follows:

#### 26 **PARTIES, JURISDICTION AND VENUE**

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

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

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

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

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

10          5.     Crossclaimant hereby alleges and incorporates as though fully set forth herein all  
11 of the allegations admitted in the Answer and all of the Counterclaim allegations against  
12 Counterdefendant Cashman which are hereinabove set forth.

13          6.     Crossclaimant Mojave issued payment to Crossdefendants in the amount of  
14 \$820,261.75 in exchange for equipment for use in the City Hall Project.

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

17          8.     Both Mojave and Cashman have made demands upon Crossdefendants for the  
18 payment without response.

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

22          10.    Crossdefendants have no title or rights to the property and in keeping the  
23 property, deprives Cashman of its use in the property.

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

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



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

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

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

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

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

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

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

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

19. It is alleged in Cashman's Second Amended Complaint that Cashman incurred recoverable damages as a result of the alleged acts of Crossclaimant and Crossdefendants.

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

1 liable to Crossclaimant for all or any liability so assessed by way of contribution. Therefore,  
2 Crossclaimant accordingly asserts their rights to contribution.

3 **PRAYER**

4 WHEREFORE, Crossclaimant hereby prays for judgment as follows:

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

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

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

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

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

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

16 Dated this 7<sup>th</sup> day of February, 2013.

17 **COTTON, DRIGGS, WALCH,**  
18 **HOLLEY, WOLOSON & THOMPSON**

19 *Briscoe*

20 **BRIAN W. BOSCHKEE, ESQ.**  
21 Nevada Bar No. 7612  
22 **SHEMILLY A. BRISCOE, ESQ.**  
23 Nevada Bar No. 9985  
24 400 South Fourth Street, Third Floor  
25 Las Vegas, Nevada 89101

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

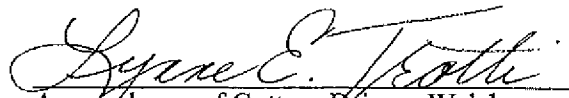
1 **CERTIFICATE OF MAILING**

2 I HEREBY CERTIFY that, on the 7<sup>th</sup> day of February, 2013 and pursuant to NRCP  
3 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **ANSWER**  
4 **TO FOURTH AMENDED COMPLAINT, COUNTERCLAIM AGAINST CASHMAN**  
5 **EQUIPMENT COMPANY AND CROSSCLAIM AGAINST CAM CONSULTING, INC.**  
6 **AND ANGELO CARVALHO**, postage prepaid and addressed to:

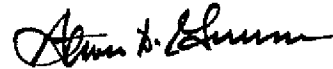
7 Jennifer R. Lloyd, Esq.  
8 Marisa L. Maskas, Esq.  
9 PEZZILLO LLOYD  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
10 *Attorneys for Plaintiff*

11 Edward Coleman, Esq.  
12 COLEMAN LAW ASSOCIATES  
8275 S. Eastern, Suite 200  
Las Vegas, Nevada 89123  
13 *Attorneys for Defendant Janel Rennie aka Janel Carvalho*

14 Keen L. Ellsworth, Esq.  
15 ELLSWORTH & BENNION, CHTD.  
777 N. Rainbow Blvd., Suite 270  
Las Vegas, Nevada 89107  
16 *Attorneys for Element Iron and Design*

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19 An employee of Cotton, Dfiggs, Walch,  
20 Holley, Woloson & Thompson  
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# **EXHIBIT 2**



CLERK OF THE COURT

**ACOMP**

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

**PEZZILLO LLOYD**

6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
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[mmaskas@pezzilloloyd.com](mailto:mmaskas@pezzilloloyd.com)  
*Attorneys for Plaintiff,*  
*Cashman Equipment Company*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,

Plaintiff,

vs.

Case No.: A642583  
Dept. No.: 32

Consolidated with Case No.: A653029

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

**FOURTH AMENDED COMPLAINT**

**PEZZILLO LLOYD**  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: 702 233-4225

1 foreign limited liability company; DOES 1 -  
2 10, inclusive; and ROE CORPORATIONS 1  
- 10, inclusive;

3 Defendants.

4 AND ALL RELATED MATTERS.  
5

6 COMES NOW, Plaintiff, CASHMAN EQUIPMENT COMPANY, (hereinafter  
7 "Cashman" or "Plaintiff") by and through its attorneys of record, Pezzillo Robinson, in  
8 support of its Third Amended Complaint against the Defendants named herein and alleges as  
9 follows:

10 **PARTIES, JURISDICTION AND VENUE**

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

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

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

19 4. Plaintiff is informed and believes and based thereon alleges that Defendant  
20 JANEL RENNIE aka JANEL CARVALHO ("RENNIE") is a resident of Clark County,  
21 Nevada, an owner of Defendant CAM and the owner of the property located at 6321 Little  
22 Elem St., North Las Vegas, Nevada, 89031 and more particularly identified by Assessor's  
23 Parcel Number 124-29-110-099 (the "Property"), which is subject of Plaintiff's claim to quiet  
24 title contained herein.  
25

26 5. Plaintiff is informed and believes and based thereon alleges that Defendant  
27 WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC ("MOJAVE") is or was at  
28

1 all times relevant to this action, a Nevada limited liability company authorized to conduct  
2 business in the State of Nevada as a licensed contractor, license numbers 38571, 37380 and  
3 19512; is the principal on the Mechanics Lien Release Bond, issued by WESTERN SURETY  
4 COMPANY (Bond Number 58685401) for the project commonly referred to as the New Las  
5 Vegas City Hall project (hereinafter "the Project"); and is the principal of a payment bond  
6 issued by WESTERN SURETY COMPANY (Bond Number unknown).

7         6. Plaintiff is informed and believes and based thereon alleges that Defendant  
8 WESTERN SURETY COMPANY ("WESTERN") is authorized to conduct business within  
9 the State of Nevada as a contractor's bond surety, and in that capacity issued two contractor's  
10 license bonds to Defendant MOJAVE, Bond Number 929452545 in the amount of \$5,000.00  
11 and Bond Number 929444674 in the amount of \$2,000.00. Said bond was issued for the  
12 benefit of various public members injured by Defendant MOJAVE's actions as a contractor,  
13 including Plaintiff. Additionally, WESTERN also issued a Mechanics Lien Release Bond to  
14 Defendant MOJAVE (Bond Number 58685401) in the amount of \$1,133,840.84, for the  
15 benefit of Plaintiff. Further, WESTERN also issued a Payment Bond to Defendant MOJAVE  
16 (Bond Number unknown) for the benefit of Plaintiff.

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

22         8. Plaintiff is informed and believes and based thereon alleges that Defendant  
23 FIDELITY AND DEPOSIT COMPANY OF MARYLAND ("FIDELITY") is authorized to  
24 conduct business within the State of Nevada as a contractor's bond surety, and in that capacity  
25 issued a contractor's license bond to Defendant WHITING TURNER, Bond Number 9045603  
26 in the amount of \$50,000.00 for license number 33400, and issued a payment bond, Bond  
27

28

1 Number 8997023. Said bonds were issued for the benefit of various public members injured  
2 by Defendant WHITING TURNER's actions as a contractor, including Plaintiff.

3 9. Plaintiff is informed and believes and based thereon alleges that Defendant  
4 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("TRAVELERS")  
5 is a surety that issued a payment bond, Bond No. 105375118, for the benefit of various public  
6 members injured by Defendant WHITING TURNER's actions as a contractor, including  
7 Plaintiff.

8 10. Plaintiff is informed and believes and based thereon alleges that Defendants  
9 QH LAS VEGAS LLC, PQ LAS VEGAS, LLC, LWTIC SUCCESSOR LLC and FC/LW  
10 VEGAS LLC (hereinafter collectively "Owners") were the former owners or had ownership  
11 interests or were successors to the owner of the Project at the time of construction and that the  
12 Owners are holding funds that were to be released for construction of the Project.

13 11. Defendants sued herein under the fictitious names of DOES 1 through 10,  
14 inclusive, are presently unknown to Plaintiff but are believed to reside in the State of Nevada  
15 and are in some respect liable for the acts and omissions, whether intentional, negligent or  
16 otherwise, alleged herein.

17 12. Defendants sued herein under the fictitious names of ROE  
18 CORPORATIONS 1 through 10, inclusive, are presently unknown to Plaintiff but are  
19 believed to be corporations authorized to conduct business in the State of Nevada and are in  
20 some respect liable for the acts and omissions, whether intentional, negligent or otherwise,  
21 alleged herein.

22 13. The obligations sued upon herein were performed in Clark County, Nevada.

23  
24 **FIRST CAUSE OF ACTION**  
25 **(BREACH OF CONTRACT AGAINST CAM,**  
26 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

27 14. Plaintiff repeats with the same force and effect paragraphs 1 through 13, as if  
28



1 set forth in full.

2 15. Plaintiff and Defendant entered into an agreement whereby Plaintiff agreed to  
3 sell equipment to Defendant ("the Contract") for the total price of \$755,893.89. The  
4 equipment was to be incorporated into the Project.

5 16. Plaintiff provided the equipment to Defendant and as required by the Contract.  
6 Defendant agreed to pay Plaintiff for the equipment pursuant to the terms of the Contract.

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

9 18. Plaintiff has performed all conditions and promises required on its part to be  
10 performed under the Contract, except as said performance has been waived, excused or  
11 prevented by Defendant's breach of the Contract.

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

16  
17 **SECOND CAUSE OF ACTION**  
18 **(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**  
19 **AGAINST CAM, DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

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

22 21. All contracts entered into in the state of Nevada contain the implied covenant  
23 of good faith and fair dealing.

24 22. Defendant's intentional failure to pay Plaintiff for the equipment after  
25 receiving the funds to pay Plaintiff from MOJAVE, the electrical subcontractor on the Project,  
26 and according to the terms of the Contract constitutes a breach of the implied covenant of  
27 good faith and fair dealing.  
28

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

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

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

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

12          26.     Plaintiff perfected its security interest in the equipment.

13          27.     Plaintiff properly filed its security agreement in accordance with the pertinent  
14    provisions of the Nevada Uniform Commercial Code.

15          28.     Plaintiff is entitled to execute upon its security agreement and take possession  
16    of all assets or proceeds subject of the security agreement and seeks a judgment and order  
17    from this Court allowing such execution.

18          29.     Plaintiff is entitled to an award of its interest, costs and attorneys' fees incurred  
19    herein.

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

23          30.     Plaintiff repeats with the same force and effect paragraphs 1 through 29, as if  
24    set forth in full.

25          31.     Plaintiff is informed and believes and based thereon alleges that Defendant  
26    CAM is not and was not adequately funded.

27          32.     Plaintiff is informed and believes and based thereon alleges that Defendant  
28

1 CAM is solely owned by Defendants CARVALHO and RENNIE, and that CAM is  
2 influenced and governed by CARVALHO and RENNIE.

3 33. Plaintiff is informed and believes and based thereon alleges that CAM received  
4 payment from MOJAVE, the electrical subcontractor on the Project, for the equipment it  
5 purchased from Plaintiff and instead of paying Plaintiff for the equipment, CARVALHO and  
6 RENNIE diverted the funds from CAM and used the funds for their own benefit.

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

10 35. As set forth herein, a unity of interest and ownership exists between the  
11 Defendant CAM and Defendants CARVALHO and RENNIE such that one is inseparable  
12 from the other and the facts of this matter demonstrate that adherence to the fiction of a  
13 separate entity would, under the circumstances, sanction a fraud or promote injustice and  
14 would therefore be inequitable.

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

19  
20 **FIFTH CAUSE OF ACTION**  
21 **(CONVERSION AGAINST CARVALHO,**  
22 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

23 37. Plaintiff repeats with the same force and effect paragraphs 1 through 36 as if  
24 set forth in full.

25 38. Plaintiff is informed and believes and based thereon alleges that Defendant  
26 CARVALHO received payment from MOJAVE, the electrical subcontractor on the Project,  
27 for the equipment provided to Defendant CAM by Plaintiff.

28

1 39. Defendant CARVALHO then issued payment to Plaintiff in the form of a  
2 check in the amount of \$755,893.89.

3 40. Plaintiff deposited the check, but it was returned by the bank.

4 41. Plaintiff is informed and believes and based thereon alleges that Defendant  
5 CARVALHO stopped payment on the check.

6 42. Plaintiff is informed and believes and based thereon alleges that Defendant  
7 CARVALHO personally withdrew \$600,000.00 from the corporate bank account even though  
8 CARVALHO knew that money was received for Plaintiff and was to be used to pay Plaintiff  
9 for the equipment Plaintiff sold to CAM.

10 43. Plaintiff subsequently contacted Defendant CARVALHO to request that  
11 payment be reissued to Plaintiff for the equipment Plaintiff sold Defendant.

12 44. Defendant CARVALHO then again issued payment to Plaintiff in the form of  
13 a check in the amount of \$755,893.89.

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

18 46. Plaintiff presented the second check to the bank upon which it was drawn,  
19 Nevada State Bank, and was informed that the account did not have sufficient funds to cover  
20 the check.

21 47. Plaintiff has attempted to contact Defendant CARVALHO numerous times and  
22 CARVALHO is not responding and has not issued payment.

23 48. As evidenced by Defendant CARVALHO twice purporting to make payment  
24 to Plaintiff for the equipment purchased, the money in CARVALHO's possession belongs to  
25 Plaintiff and Plaintiff has the right to possession of the money.  
26  
27  
28

1           49. Defendant CARVALHO is wrongfully and intentionally exercising dominion  
2 and control over Plaintiff's property interfering with Plaintiff's right to the property.

3           50. In keeping Plaintiff's money, Defendant CARVALHO is depriving Plaintiff of  
4 its use of the property.

5           51. Defendant CARVALHO's failure to pay Plaintiff has caused damages to  
6 Plaintiff in an amount in excess of \$10,000.00, together with fees, costs, and interest thereon  
7 pursuant to the terms of the Contract until paid in full and other such damage according to  
8 proof.

9  
10                               **SIXTH CAUSE OF ACTION**  
11                               **(FRAUD AGAINST CAM, CARVALHO**  
12                               **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

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

15           53. Defendant CAM and Defendant CARVALHO represented to Plaintiff that they  
16 would pay for the equipment purchased with the monies received from MOJAVE, the  
17 electrical subcontractor on the Project, knowing that the money was to be held in trust for  
18 Plaintiff and paid to Plaintiff.

19           54. Defendant CAM and Defendant CARVALHO presented a check to Plaintiff  
20 purporting to pay Plaintiff for the equipment.

21           55. Plaintiff is informed and believes and based thereon alleges that Defendants  
22 did not intend to pay Plaintiff for the equipment.

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

25           57. Plaintiff subsequently discovered that there were not sufficient funds to pay  
26 Plaintiff in Defendants' bank account.

27           58. Plaintiff relied to its detriment upon Defendants' false representations by  
28

1 supplying the equipment to the Project and executing a release.

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

5 60. Plaintiff is also entitled to punitive damages as a result of Defendant's tortious  
6 conduct.

7 **SEVENTH CAUSE OF ACTION**  
8 **(NEGLIGENT MISREPRESENTATION AGAINST CAM, CARVALHO**  
9 **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

10 61. Plaintiff repeats with the same force and effect paragraphs 1 through 60, as if  
11 set forth in full.

12 62. Defendant CAM and Defendant CARVALHO represented to Plaintiff that they  
13 would pay for the equipment purchased with the monies received from MOJAVE, the  
14 electrical subcontractor on the Project, knowing that the money received was to be held in  
15 trust for Plaintiff and paid to Plaintiff.

16 63. Defendant CAM and Defendant CARVALHO presented a check to Plaintiff  
17 purporting to pay Plaintiff for the equipment.

18 64. Plaintiff is informed and believes and based thereon alleges that Defendants  
19 did not intend to pay Plaintiff for the equipment or did not insure that they had sufficient  
20 funds to pay Plaintiff.

21 65. Plaintiff is informed and believes and based there on alleges, Defendants  
22 requested that the bank stop payment on the check.

23 66. Plaintiff subsequently discovered that there were not sufficient funds to pay  
24 Plaintiff in Defendants' bank account.

25 67. Plaintiff relied to its detriment upon Defendants' false representations by  
26 supplying the equipment to the Project and executing a release and has suffered damage as a  
27 result.  
28

1           68. Defendants intended for Plaintiff to act on its representations and are  
2 therefore liable to Plaintiff for the damages Plaintiff suffered in reliance thereon.

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

6  
7                               **EIGHTH CAUSE OF ACTION**  
8                               **(QUIET TITLE AGAINST CARVALHO, RENNIE,**  
9                               **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

10           70. Plaintiff repeats with the same force and effect paragraphs 1 through 69, as if  
11 set forth in full.

12           71. Plaintiff is informed and believes and based thereon alleges that Defendants  
13 CARVALHO and RENNIE converted funds that were to be paid to Plaintiff as set forth  
14 herein.

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

18           73. Plaintiff is informed and believes and based thereon alleges that Defendants  
19 titled the Property to RENNIE only, using her maiden name, so as to conceal the property  
20 purchase.

21           74. Plaintiff is informed and believes and based thereon alleges that because  
22 Defendants used Plaintiff's money to purchase the Property, Plaintiff has a claim to  
23 ownership of the Property.

24           75. Plaintiff's claim to quiet title is brought pursuant to NRS 40.010.

25           76. Plaintiff is entitled to an order of this Court declaring it the owner of the  
26 Property.

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

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

78. Plaintiff supplied equipment to the Project at the request of and pursuant to the Contract with CAM.

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

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

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

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

83. Plaintiff's lien is a valid lien upon the Property.

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

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



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

5  
6                               **TENTH CAUSE OF ACTION**  
7                               **(UNJUST ENRICHMENT AGAINST MOJAVE, DOES 1-10, and**  
8                               **ROE CORPORATIONS 1-10, inclusive)**

9           86. Plaintiff repeats with the same force and effect paragraphs 1 through 85, as if  
10 set forth in full.

11           87. Plaintiff supplied equipment to the Project at the request of and pursuant to its  
12 Contract with CAM.

13           88. Plaintiff is informed and believes and based thereon alleges that said  
14 equipment was used in or for the construction, alteration or repair of an improvement on the  
15 Property.

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

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

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

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

25           93. Plaintiff is informed and believes and based thereon alleges that after receiving  
26 said payment CAM then issued two checks made payable to MOJAVE in the amounts of  
27 \$139,367.70 and \$136,269.00, respectively.  
28

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

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

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

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

12           98. Plaintiff has retained the services of an attorney to prosecute this action and is  
13 entitled to an award of attorney's fees and costs incurred.

14  
15                           **ELEVENTH CAUSE OF ACTION**  
16           **(CONTRACTOR'S LICENSE BOND CLAIM AGAINST MOJAVE, WESTERN**  
17           **DOES 1-10, and ROE CORPORATIONS 1-10, inclusive)**

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

20           100. Plaintiff is informed and believes and based thereon alleges that Defendant  
21 MOJAVE, as principal, and Defendant WESTERN, as surety, caused to be issued two  
22 contractor's license bonds in accordance with the provisions of Chapter 624 of the Nevada  
23 Revised Statutes. Said bonds are identified as Bond Number 929452545 in the amount of  
24 \$5,000.00 and Bond Number 929444674 in the amount of \$2,000.00, were conditioned upon  
25 full compliance by MOJAVE with all of the provisions of Chapter 624 of the Nevada Revised  
26 Statutes and inures to the benefit of all persons, including Plaintiff, damaged as a result of a  
27 violation of any requirements of said chapter by MOJAVE.  
28

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

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

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

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

17  
18                           **TWELFTH CAUSE OF ACTION**  
19                           **(UNJUST ENRICHMENT AGAINST WHITING TURNER,**  
20                           **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

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

23           104. Plaintiff is informed and believes and based thereon alleges that Defendant  
24 WHITING TURNER, has been unjustly enriched by the wrongful act of retaining the  
25 equipment that was provided to the Project by Plaintiff, and failing to pay for said equipment.

26           105. As such, said Defendants have been unjustly enriched to the detriment and  
27 damage of Plaintiff in a sum in excess of \$10,000.00.  
28

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

3                                   **THIRTEENTH CAUSE OF ACTION**  
4           **(Claim on Payment Bond against WHITING TURNER, FIDELITY, TRAVELERS,**  
5           **DOES 1-10, and ROE CORPORATIONS 1-10, inclusive)**

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

8           108. Plaintiff agreed to supply equipment to the Project.

9           109. Plaintiff supplied the materials to the Project; however Plaintiff has not been  
10 paid as required for the equipment supplied and incorporated into the Project.

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

14           111. Upon information and belief, FIDELITY and TRAVELERS executed a  
15 payment bond for the protection of unpaid claimants on the Project.

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

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

23                                   **FOURTEENTH CAUSE OF ACTION**  
24           **(Claim on Payment Bond against MOJAVE, WESTERN,**  
25           **DOES 1-10, and ROE CORPORATIONS 1-10, inclusive)**

26           114. Plaintiff repeats with the same force and effect paragraphs 1 through 113, as  
27 if set forth in full.  
28

1           115. Plaintiff agreed to supply equipment to the Project.

2           116. Plaintiff supplied the materials to the Project; however Plaintiff has not been  
3 paid as required for the equipment supplied and incorporated into the Project.

4           117. Plaintiff is informed and believes and based thereon alleges that MOJAVE  
5 contracted with WESTERN to obtain a payment bond for the protection of unpaid claimants  
6 on the Project.

7           118. Plaintiff is informed and believes and based thereon alleges that WESTERN  
8 executed a payment bond for the protection of unpaid claimants on the Project.

9           119. Plaintiff is informed and believes and based thereon alleges that Plaintiff has  
10 fulfilled all of the requirements to maintain an action against MOJAVE and WESTERN on  
11 the payment bond for the amount which remains unpaid to Plaintiff for equipment supplied  
12 to the Project.

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

16                               **FIFTEENTH CAUSE OF ACTION**  
17                               **(UNJUST ENRICHMENT AGAINST OWNERS,**  
18                               **DOES 1-10, AND ROE CORPORATIONS 1-10, INCLUSIVE)**

19           121. Plaintiff repeats with the same force and effect paragraphs 1 through 120, as if  
20 set forth in full.

21           122. Plaintiff supplied equipment to the Project for which it was not paid.

22           123. Plaintiff is informed and believes and based thereon alleges that Defendants  
23 have been unjustly enriched by said equipment supplied by Plaintiff, as Defendants are  
24 withholding construction funds to be used for payment of construction activities on the  
25 Project.

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

28

1           125. Plaintiff has retained the services of an attorney to prosecute this action and is  
2 entitled to an award of attorney's fees and costs incurred.

3           WHEREFORE, Plaintiff prays for relief as follows:

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

7           2. For punitive damages against Defendants CAM, CARVALHO and RENNIE;

8           3. For judgment declaring that Plaintiff has a valid security interest in the  
9 property subject of the UCC filing for an amount in excess of \$10,000.00, plus interest from  
10 the date the amounts became due until paid in full, costs and fees and that Plaintiff's security  
11 interest has priority over every other lien or claim of interest in the property;

12           4. For judgment declaring that Plaintiff is the owner of the Property subject to the  
13 Quiet Title claim alleged herein;

14           5. For judgment declaring that Plaintiff has a claim in a sum in excess of  
15 \$10,000.00 against MOJAVE's lien release bond, issued by WESTERN, plus interest from  
16 the date the amounts became due until paid in full, costs and fees;

17           6. For judgment declaring that Plaintiff has a claim in excess of \$10,000.00  
18 against MOJAVE's contractor's license bond, issued by WESTERN, plus interest thereon  
19 from the date the amounts became due until paid in full, and that Plaintiff's claim has priority  
20 over every other claim of interest on the bond;

21           7. For judgment declaring that Plaintiff has a claim in excess of \$10,000.00  
22 against WHITING TURNER's payment bond, issued by FIDELITY and TRAVELERS, plus  
23 interest thereon from the date the amounts became due until paid in full, and that Plaintiff's  
24 claim has priority over every other claim of interest on the bond;

25           8. For judgment declaring that Plaintiff has a claim in excess of \$10,000.00  
26  
27  
28

PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel. 702 233-4225

1 against MOJAVE's payment bond, issued by WESTERN, plus interest thereon from the date  
2 the amounts became due until paid in full, and that Plaintiff's claim has priority over every  
3 other claim of interest on the bond;

4 9. For reasonable attorneys fees and costs; and

5 10. For such other and further relief as this Court deems just and proper.  
6

7 DATED: January 10, 2013

PEZZILLO LLOYD

8  
9 By: 

Jennifer R. Lloyd, Esq.

Nevada State Bar No. 9617

Marisa L. Maskas, Esq.

Nevada State Bar No. 10928

**PEZZILLO LLOYD**

6725 Via Austi Parkway, Suite 290

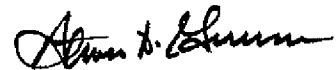
Las Vegas, Nevada 89119

*Attorneys for Plaintiff,*

*Cashman Equipment Company*  
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# **EXHIBIT 1**





CLERK OF THE COURT

1 **NOE**  
Brian J. Pezzillo, Esq.  
2 Nevada Bar No. 7136  
Jennifer R. Lloyd, Esq.  
3 Nevada Bar No. 9617  
4 **PEZZILLO LLOYD**  
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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  
individual; JANEL RENNIE aka JANEL  
16 CARVALHO, an individual; WEST EDNA  
ASSOCIATES, LTD. dba MOJAVE  
17 ELECTRIC, a Nevada corporation; WESTERN  
SURETY COMPANY, a surety; THE WHITING  
18 TURNER CONTRACTING COMPANY, a  
Maryland corporation; FIDELITY AND  
19 DEPOSIT COMPANY OF MARYLAND, a  
surety; TRAVELERS CASUALTY AND  
20 SURETY COMPANY OF AMERICA, a surety;  
DOES 1-10, inclusive; and ROE  
21 CORPORATIONS 1-10 inclusive;

22 Defendants.

23 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

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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14 **CERTIFICATE OF SERVICE**

15 The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies  
16 that on the 6<sup>th</sup> 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. 4<sup>th</sup> St., 3<sup>rd</sup> Fl.

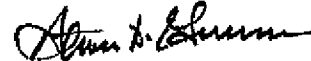
23 Las Vegas, NV 89101

*Attorneys for Defendants*

24   
25 An employee of PEZZILLO LLOYD  
26  
27  
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CLERK OF THE COURT

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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, 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

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)<sup>1</sup>  
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 <sup>1</sup> 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).<sup>2</sup> All of these causes of action will be discussed in turn and in the

<sup>2</sup> 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

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

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

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

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

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

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

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

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

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

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

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.<sup>3</sup>

27  
28 <sup>3</sup> 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.

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

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

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

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

37. Mojave is thirty-three percent (33%) responsible for CAM and Mr. Carvalho's actions here because, among other things: (1) Cashman requested that Mojave issue a joint check 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 Austi Parkway, Suite 290  
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25 Attorneys for Plaintiff Cashman Equipment  
26 Company  
27  
28

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*Attorneys for Appellant,*  
*Cashman Equipment Company*

Electronically Filed  
Jun 26 2014 09:57 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

CASHMAN EQUIPMENT  
COMPANY, a Nevada corporation,

Appellant,

vs.

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,

**Supreme Court No. 65819**  
District Court Case No. A642583

**DOCKETING STATEMENT -  
CIVIL APPEAL**

1 LLC, a foreign limited liability  
2 company; L W T I C SUCCESSOR  
3 LLC, an unknown limited liability  
4 company; FC/LW VEGAS, a foreign  
5 limited liability company;

Respondents.

6 **DOCKETING STATEMENT -**  
7 **CIVIL APPEAL**  
8

9 1. Judicial District: Eighth  
10 Department: XXXII  
11 County: Clark  
12 Judge: Honorable Rob Bare  
13 District Court Docket No.: A642583

14 2. **Attorney filing this Docket Statement:**

Jennifer R. Lloyd, Esq.  
Pezzillo Lloyd  
6725 Via Austi Parkway, Suite 290  
Las Vegas, Nevada, 89119  
Tel: 702 233-4225  
Client: Cashman Equipment Company

19 3. **Attorney representing Respondents:**

20 Brian W. Boschee, Esq.  
21 Holley, Driggs, Walch, Puzey & Thompson  
22 400 S. Fourth St., 3<sup>rd</sup> Fl.  
23 Las Vegas, NV 89101  
24 Tel: 702-791-0308

Clients: 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

27 ///  
28

1 4. **Nature of disposition:**  
2 Judgment after bench trial.

3 5. **Does this appeal raise issues concerning any of the following - Child**  
4 **custody; venue; adoption; termination of parental rights;**  
5 **grant/denial of injunction or TRO; juvenile matters?**  
6 No.

7 6. **Pending and prior proceedings in this court:**  
8 Cashman Equipment Company v. West Edna Associates Ltd. d/b/a  
9 Mojave Electric, Supreme Court Case No: 61715

10 7. **Pending and prior proceedings in other courts:**  
11 None.

12 8. **Nature of the action:**  
13 Appellant filed action in trial court alleging Breach of Contract, Breach  
14 of Covenant of Good Faith and Fair Dealing, Foreclosure of Security  
15 Interest, Alter Ego, Conversion, Fraud, Negligent Misrepresentation,  
16 Quiet Title, Enforcement of Mechanic's Lien Release Bond, Unjust  
17 Enrichment, Contractor's License Bond Claim, Claim on Payment Bond.  
18 Respondents counter-claimed for Breach of Contract, Breach of Implied  
19 Covenant of Good Faith and Fair Dealing, Misrepresentation and cross-  
20 claimed for Conversion, Indemnification and Contribution. The matter  
21 proceeded to trial beginning on January 21, 2014 on the following  
22 claims: Cashman's mechanic's lien claim against Mojave and the surety  
23 that issued the lien release bond, Western, on the lien release bond;  
24 Cashman's payment bond claim against Mojave and the surety that  
25 issued the bond, Western; Cashman's security interest in the materials  
26 against Mojave, Cashman's claim for Fraudulent Transfer against  
27 Mojave, Cashman's claim for unjust enrichment against the owners of  
28 the Project at the time of construction and Mojave's claim of  
misrepresentation against Cashman. The appeal is taken from the  
district court's Findings of Fact and Conclusions of Law entered on May  
5, 2014.

///  
///

1     **9.     Issues on appeal:**

- 2         1. Whether the district court erred in denying recovery to Cashman  
3             on its mechanic's lien claim;  
4         2. Whether the district court erred in denying recover to Cashman on  
5             its payment bond claim;  
6         3. Whether the district court erred in denying recover to Cashman on  
7             its fraudulent transfer claim;  
8         4. Whether the district court erred in reducing Cashman's award on  
9             its security interest claim using an equitable fault analysis;  
10        5. Whether the district court erred in conditioning payment of the  
11            amount awarded on Cashman's unjust enrichment claim on the  
12            performance of work by Cashman at the Project; and  
13        6. Whether the district court erred in ruling that any proceeds from  
14            the criminal case be split between Cashman and Mojave equally

15     **10.    Pending proceedings in this court raising the same or similar issues:**  
16         None known.

17     **11.    Constitutional issues:**  
18         None.

19     **12.    Other issues:**  
20         None.

21     **13.    Trial:**  
22         Bench Trial: January 21 -24, 2014.

23     **14.    Judicial disqualification:**  
24         No.

25     **15.    Date of entry of written judgment or order appealed from:**  
26         May 5, 2014.

27     **16.    Date written notice of entry of judgment or order served:**  
28         May 6, 2014. *See* Exhibit "1," Notice of Entry of Findings of Fact and  
       Conclusions of Law, attached.

///

///

17. **If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCp 50(b), 52(b), or 59):**  
Not applicable.
18. **Date notice of appeal was filed:**  
May 30, 2014.
19. **Specify statute or rule governing the time limit for filing the notice of appeal:**  
NRAP 4(a)
20. **Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**  
NRAP 3A(b)(1)
21. **List all parties involved in the action in the district court:**
- a. Parties from Case No. A642583:  
Cam Consulting Inc. ("Cam"); Angelo Carvalho ("Carvalho"); Janel Rennie aka Janel Carvalho ("Rennie"); West Edna Associates, Ltd. dba Mojave Electric ("Mojave"); 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"); QH Las Vegas LLC ("QH"); PQ Las Vegas, LLC ("PQ"); L W T I C Successor LLC ("LWTIC"); FC/LW Vegas ("FC/LW").
- b. Parties from Consolidated Case No. A653029  
Cam; Carvalho; Rennie; Mojave; Element Iron & Design, LLC ("Element"); Committee to Elect Richard Cherchio ("Cherchio"); Tonia Tran ("Tran"); Linda Dugan ("Dugan"); Michael Carvalho (M. Carvalho); Bernie Carvalho ("B. Carvalho"); Swang Carvalho ("S. Carvalho").
- c. Parties not involved in this appeal and why they are not involved:  
Cam (Default Judgment); Carvalho (Default Judgment); Rennie (Summary Judgment); Element (Summary Judgment); Tran (Default Judgment); Cherchio (Formally Dismissed); Dugan (Formally Dismissed); S. Carvalho (Formally Dismissed); B. Carvalho (Defaulted); M. Carvalho (Defaulted).

- 1 22. Give a brief description of each party's separate claims,  
2 counterclaims, cross-claims or third-party claims, and the date of  
3 formal disposition of each claim. Attach a copy of each disposition:

4 Cashman's Claims (Case No. A642583):

- 5  
6 a. Breach of Contract, Breach of Implied Covenant of Good Faith and  
7 Fair Dealing, Foreclosure of Security Interest, Alter Ego, Fraud,  
8 Negligent Misrepresentation against CAM:  
9 1) Default Judgment, 9/11/12. See Exhibit "5."  
10  
11 b. Alter Ego, Conversion, Fraud, Negligent Misrepresentation, Quiet  
12 Title against Carvalho:  
13 1) Default Judgment, 9/11/12. See Exhibit "6."  
14  
15 c. Alter Ego and Quiet Title against Rennie:  
16 1) Summary Judgment in favor of Cashman, 6/14/13.  
17 See Exhibit "7," Notice of Entry of Findings of Fact  
18 and Conclusions of Law.  
19  
20 d. Foreclosure of Security Interest against Mojave:  
21 1) Judgment in favor of Cashman, 5/5/14. See Exhibit  
22 "1."  
23  
24 e. Enforcement of Mechanic's Lien Release Bond against Mojave and  
25 Western:  
26 1) Judgment in favor of Mojave, 5/5/14. See Exhibit  
27 "1."  
28  
f. Unjust Enrichment against Mojave:  
1) Alternative claim abandoned by Cashman at trial  
g. Contractor's License Bond Claim against Mojave and Western:  
1) Claim dismissed by Fourth Amended Complaint. See  
Exhibit "2."  
h. Unjust Enrichment against Whiting Turner:  
1) Alternative claim abandoned by Cashman at trial



- i. Claim on Payment Bond against Whiting Turner, Fidelity and Travelers:
  - 1) Claim abandoned by Cashman after Mojave abandoned its breach of contract claims against Cashman
- j. Claim on Payment Bond against Mojave and Western:
  - 1) Judgment in favor of Mojave, 5/5/14. *See* Exhibit "1."
- k. Unjust Enrichment against QH, PQ, LWTIC and FC/LW:
  - 1) Court found in favor of Cashman (conditional). *See* Exhibit "1."

Cashman's Claims (Consolidated Case No. A653029):

- a. Fraudulent Transfer against:
  - 1) Cam and Carvalho:
    - a) Default Judgments entered 9/11/12. *See* Exhibits "5" and "6."
  - 2) Mojave:
    - a) Court found in favor of Mojave, 5/5/14. *See* Exhibit "1."
  - 3) Rennie:
    - a) Summary Judgment in favor of Cashman, 6/14/13. *See* Exhibit "7."
  - 4) Element:
    - a) Summary Judgment entered in favor of Cashman, 6/24/13. *See* Exhibit "8," Notice of Entry of Findings of Fact and Conclusions of Law.
  - 5) Cherchio:
    - a) Motion to Dismiss granted; entered on 3/30/12. *See* Exhibit "9," Notice of Entry of Order Granting Motion to Dismiss.
  - 6) Dugan:
    - a) Cashman dismissed claim, 10/18/13. *See* Exhibit "10," Notice of Entry of Stipulation and Order for Dismissal.
  - 7) S. Carvalho:

- a) Cashman dismissed claim, 2/27/12. *See* Exhibit "11," Notice of Dismissal.
- 8) Tran:
  - a) Default entered 11/9/12; Judgment pending. *See* Exhibit "12," Notice of Entry of Default.
- 9) M. Carvalho:
  - a) Default entered 4/8/13; Judgment pending. *See* Exhibit "13," Notice of Entry of Default.
- 10) B. Carvalho:
  - a) Default entered 4/8/13; Judgment pending. *See* Exhibit "14," Notice of Entry of Default.

Mojave's Claims:

- a. Breach of Contract against Cashman:
    - 1) Mojave abandoned claim
  - b. Breach of Implied Covenant of Good Faith and Fair Dealing against Cashman:
    - 1) Mojave abandoned claim
  - c. Misrepresentation against Cashman:
    - 1) Court found in favor of Cashman on 5/5/14. *See* FFCL at Exhibit "1."
  - d. Conversion against Cam and Carvalho:
    - 1) Default entered; Judgment pending. *See* Exhibits "15" and "16."
  - e. Indemnification against Cam and Carvalho:
    - 1) Default entered; Judgment pending. *Id.*
  - f. Contribution against Cam and Carvalho:
    - 1) Default entered; Judgment pending. *Id.*
23. **Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action below:**

No.

24. **If you answered "No" to any part of question 23, complete the following:**

a. Specify the claims and parties remaining below:

Cashman's Remaining Claims:

1) Fraudulent Transfer against Tran, B. Carvalho and M. Carvalho

Mojave's Remaining Claims:

- 1) Conversion against Cam and Carvalho
- 2) Indemnification against Cam and Carvalho
- 3) Contribution against Cam and Carvalho

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

No.

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

No.

25. **If you answered "No" to any part of question 24, explain the basis for seeking appellate review:**

Appeal from Findings of Fact and Conclusions of Law after trial, adjudicating all claims between active parties in the matter. Remaining parties are defaulted.

26. **Attach copies of the last-filed version of all complaints, counterclaims, and/or cross-claims filed in the district court:**

- (a) Fourth Amended Complaint, filed January 10, 2013. *See* Exhibit "2," attached.
- (b) Mojave, Western, Whiting Turner, Fidelity and Travelers' Counterclaim & Crossclaim, filed February 7, 2013. *See* Exhibit "3," attached.
- (c) QH, PQ, LWTIC and FC/LW's Answer to Fourth Amended Complaint *See* Exhibit "4," attached.

**VERIFICATION**

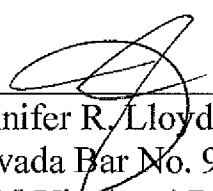
I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

CLARK COUNTY, NEVADA

DATED: JUNE 25, 2014

PEZZILLO LLOYD

By: \_\_\_\_\_

  
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