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CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

vs.

Case No.: A642583
Dept. No.: 32

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.

ORDER RESCHEDULING PRETRIAL/CALENDAR CALL

At the COURT's request, the Pretrial/Calendar call presently scheduled for
May 3, 2013, at 11:00 has been rescheduled to Thursday, May 2, 2013, at 11:00
a.m. in courtroom 3C of the Regional Justice Center.

DATED: April 10, 2013


Rob Bare
Judge, District Court, Department 32

JA 00002388

CLERK OF THE COURT

APR 17 2013

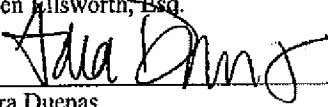
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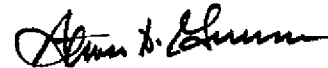
37

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, the foregoing order was E-served, mailed, or a copy was placed in the attorney's folder in the Clerk's Office as follows:

Jennifer Lloyd-Robinson, Esq.
Brian Boschee, Esq.
Edward Coleman, Esq.
Keen Ellsworth, Esq.


Tara Duenas
Judicial Executive Assistant



CLERK OF THE COURT

NEOJ

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

PEZZILLO LLOYD

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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.

Case No.: A642583

Dept. No.: 32

CAM CONSULTING INC., a Nevada
corporation; ANGELO CARVALHO, an
individual; JANEL RENNIE aka JANEL
CARVALHO, an individual; WEST EDNA
ASSOCIATES, LTD., dba MOJAVE
ELECTRIC, a Nevada corporation;
WESTERN SURETY COMPANY, a
surety; THE WHITING TURNER
CONTRACTING COMPANY, a Maryland
corporation; FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, a surety;
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA, a surety; QH
LAS VEGAS LLC, a foreign limited
liability company; PQ LAS VEGAS, LLC, a
foreign limited liability company; L W T I C
SUCCESSOR LLC, an unknown limited
liability company; FC/LW VEGAS, a
foreign limited liability company; DOES 1 -
10, inclusive; and ROE CORPORATIONS 1

**NOTICE OF ENTRY OF ORDER
DENYING WEST EDNA ASSOCIATES,
LTD., dba MOJAVE ELECTRIC,
WESTERN SURETY COMPANY, THE
WHITING TURNER CONTRACTING
COMPANY, TRAVELERS CASUALTY
AND SURETY COMPANY OF
AMERICA and FIDELITY AND
DEPOSIT COMPANY OF MARYLAND's
MOTION FOR SUMMARY JUDGMENT
OF SURETY PAYMENT AND LICENSE
BOND CLAIMS, and**

**CASHMAN EQUIPMENT COMPANY's
COUNTERMOTION FOR SUMMARY
JUDGMENT**

PEZZILLO LLOYD
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Las Vegas, Nevada 89119
Tel: 702 233-4225

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

1 - 10, inclusive;

2 Defendants.

3 AND ALL RELATED MATTERS.
4

5
6 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

7 PLEASE TAKE NOTICE that the ORDER DENYING WEST EDNA ASSOCIATES,
8 LTD., dba MOJAVE ELECTRIC, WESTERN SURETY COMPANY, THE WHITING
9 TURNER CONTRACTING COMPANY, TRAVELERS CASUALTY AND SURETY
10 COMPANY OF AMERICA and FIDELITY AND DEPOSIT COMPANY OF
11 MARYLAND's MOTION FOR SUMMARY JUDGMENT OF SURETY PAYMENT
12 AND LICENSE BOND CLAIMS, and CASHMAN EQUIPMENT COMPANY's
13 COUNTERMOTION FOR SUMMARY JUDGMENT was entered in the above entitled
14 matter and filed on May 3, 2013, a copy of which is attached hereto.
15

16 DATED: May 6, 2013

PEZZILLO LLOYD

17
18
19 By: 

20 Jennifer R. Lloyd, Esq.
21 Nevada Bar No. 9617
22 Marisa L. Maskas, Esq.
23 Nevada Bar No. 10928
24 6725 Via Austi Parkway, Suite 290
25 Las Vegas, Nevada 89119
26 Tel: (702) 233-4225
27 Fax: (702) 233-4252
28 Attorneys for Plaintiff,
Cashman Equipment Company

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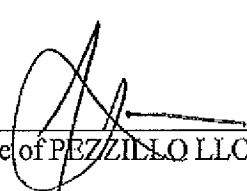
CERTIFICATE OF SERVICE

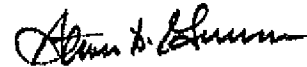
The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 6th day of May, 2013, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF ORDER DENYING WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC, WESTERN SURETY COMPANY, THE WHITING TURNER CONTRACTING COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA and FIDELITY AND DEPOSIT COMPANY OF MARYLAND's MOTION FOR SUMMARY JUDGMENT OF SURETY PAYMENT AND LICENSE BOND CLAIMS, and CASHMAN EQUIPMENT COMPANY's COUNTERMOTION FOR SUMMARY JUDGMENT**, was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

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

Edward S. Coleman, Esq.
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Attorneys for Janel Rennie aka Janel Carvalho and Linda Dugan

Keen L. Ellsworth, Esq.
ELLSWORTH, BENNION & ERICSSON, 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

ORDR

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

ORDER DENYING WEST EDNA
ASSOCIATES, LTD., dba MOJAVE
ELECTRIC, WESTERN SURETY
COMPANY, THE WHITING TURNER
CONTRACTING COMPANY,
TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA and
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND's MOTION FOR
SUMMARY JUDGMENT OF SURETY
PAYMENT AND LICENSE BOND
CLAIMS, and

CASHMAN EQUIPMENT COMPANY's
COUNTERMOTION FOR SUMMARY
JUDGMENT

PEZZILLO LLOYD

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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.

ORDER DENYING WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC,
WESTERN SURETY COMPANY, THE WHITING TURNER CONTRACTING
COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
and FIDELITY AND DEPOSIT COMPANY OF MARYLAND's MOTION FOR
SUMMARY JUDGMENT OF SURETY PAYMENT AND LICENSE BOND CLAIMS, and
CASHMAN EQUIPMENT COMPANY's COUNTERMOTION FOR SUMMARY
JUDGMENT

Defendants, WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC,
WESTERN SURETY COMPANY, THE WHITING TURNER CONTRACTING
COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA and
FIDELITY AND DEPOSIT COMPANY OF MARYLAND's MOTION FOR SUMMARY
JUDGMENT OF SURETY PAYMENT AND LICENSE BOND CLAIMS, and Plaintiff,
CASHMAN EQUIPMENT COMPANY's COUNTERMOTION FOR SUMMARY
JUDGMENT, having been heard by the Court on April 16, 2013 at 9:00 a.m., continued from
November 9, 2012; Jennifer R. Lloyd, Esq., appearing on behalf of Plaintiff, CASHMAN
EQUIPMENT COMPANY; and Brian Boschee, Esq., appearing on behalf of Defendants
WHITING TURNER CONTRACTING, WEST EDNA ASSOCIATES, LTD, dba MOJAVE
ELECTRIC LV, LLC, WESTERN SURETY COMPANY, FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, QH LAS VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC
SUCCESSOR LLC AND FC/LW VEGAS. The Court having reviewed the Motions,
Oppositions and Replies, and any Supplements which may have been filed, and having heard
argument and being fully advised finds as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that WEST EDNA
ASSOCIATES, LTD., dba MOJAVE ELECTRIC, WESTERN SURETY COMPANY, THE
WHITING TURNER CONTRACTING COMPANY, TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA and FIDELITY AND DEPOSIT COMPANY OF

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702 233-6225

1 MARYLAND's MOTION FOR SUMMARY JUDGMENT OF SURETY PAYMENT AND
2 LICENSE BOND CLAIMS is DENIED.

3 IT IS ALSO ORDERED, ADJUDGED AND DECREED that CASHMAN
4 EQUIPMENT COMPANY's COUNTERMOTION FOR SUMMARY JUDGMENT is
5 DENIED.

6 DATED this 26 day of Apr, 2013.

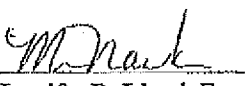

District Court Judge

ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

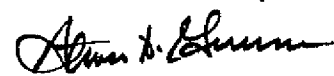
9 Submitted by:

10 PEZZILLO LLOYD

11
12 By:

 10922/for

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



CLERK OF THE COURT

NEOJ

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

PEZZILLO LLOYD

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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;
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA, a surety; QH
LAS VEGAS LLC, a foreign limited
liability company; PQ LAS VEGAS, LLC, a
foreign limited liability company; L W T I C
SUCCESSOR LLC, an unknown limited
liability company; FC/LW VEGAS, a
foreign limited liability company; DOES 1 -
10, inclusive; and ROE CORPORATIONS 1

Case No.: A642583

Dept. No.: 32

**NOTICE OF ENTRY OF ORDER
DENYING CASHMAN EQUIPMENT
COMPANY'S MOTION FOR
SUMMARY JUDGMENT AGAINST
WEST EDNA ASSOCIATES, LTD. dba
MOJAVE ELECTRIC and WESTERN
SURETY COMPANY ON THE
PAYMENT BOND CLAIM**

PEZZILLO LLOYD

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

1 - 10, inclusive;

2 Defendants.

3 AND ALL RELATED MATTERS.
4

5 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

6 PLEASE TAKE NOTICE that the **ORDER DENYING CASHMAN EQUIPMENT**
7 **COMPANY'S MOTION FOR SUMMARY JUDGMENT AGAINST WEST EDNA**
8 **ASSOCIATES, LTD. dba MOJAVE ELECTRIC and WESTERN SURETY**
9 **COMPANY ON THE PAYMENT BOND CLAIM** was entered in the above entitled matter
10 and filed on May 3, 2013, a copy of which is attached hereto.
11

12 DATED: May 6, 2013

13 PEZZILLO LLOYD

14 By: 

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

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 6th day of May, 2013, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF ORDER DENYING CASHMAN EQUIPMENT COMPANY'S MOTION FOR SUMMARY JUDGMENT AGAINST WEST EDNA ASSOCIATES, LTD. dba MOJAVE ELECTRIC and WESTERN SURETY COMPANY ON THE PAYMENT BOND CLAIM**, was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

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

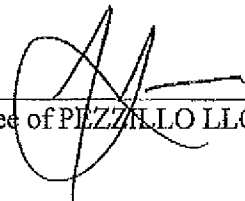
Attorneys for Whiting Turner Contracting, Mojave Electric LV, LLC, Western Surety Company and Fidelity and Deposit Company of Maryland

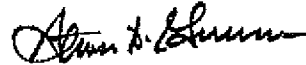
Edward S. Coleman, Esq.
COLEMAN LAW ASSOCIATES
8275 S. Eastern Avenue, Suite 200
Las Vegas, Nevada 89123

Attorneys for Janel Rennie aka Janel Carvalho and Linda Dugan

Keen L. Ellsworth, Esq.
ELLSWORTH, BENNION & ERICSSON, CHTD.
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Attorneys for Element Iron and Design


An employee of PEZZILLO LLOYD



CLERK OF THE COURT

1 **ORDR**

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**
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8 Las Vegas, Nevada 89119

9 Tel: 702 233-4225

10 Fax: 702 233-4252

11 jlloyd@pezzillolloyd.com

12 mmaskas@pezzillolloyd.com

13 *Attorneys for Plaintiff,*

14 *Cashman Equipment Company*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **CASHMAN EQUIPMENT COMPANY, a**
18 Nevada corporation,

19 **Plaintiff,**

20 **vs.**

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

**ORDER DENYING CASHMAN
EQUIPMENT COMPANY'S MOTION
FOR SUMMARY JUDGMENT
AGAINST WEST EDNA ASSOCIATES,
LTD, dba MOJAVE ELECTRIC and
WESTERN SURETY COMPANY ON
THE PAYMENT BOND CLAIM**

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Tel. 702 233-4225

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

Defendants.


AND ALL RELATED MATTERS.

**ORDER DENYING CASHMAN EQUIPMENT COMPANY'S MOTION FOR
SUMMARY JUDGMENT AGAINST WEST EDNA ASSOCIATES, LTD. dba
MOJAVE ELECTRIC and WESTERN SURETY COMPANY ON THE PAYMENT
BOND CLAIM**

Plaintiff, CASHMAN EQUIPMENT COMPANY'S MOTION FOR SUMMARY
JUDGMENT AGAINST WEST EDNA ASSOCIATES, LTD. dba MOJAVE ELECTRIC and
WESTERN SURETY COMPANY ON THE PAYMENT BOND CLAIM, having been heard
by the Court on April 16, 2013 at 9:00 a.m.; Jennifer R. Lloyd, Esq., appearing on behalf of
Plaintiff, CASHMAN EQUIPMENT COMPANY; and Brian Boschee, Esq., appearing on
behalf of Defendants WHITING TURNER CONTRACTING, WEST EDNA ASSOCIATES,
LTD, dba MOJAVE ELECTRIC LV, LLC, WESTERN SURETY COMPANY, FIDELITY
AND DEPOSIT COMPANY OF MARYLAND, QH LAS VEGAS, LLC, PQ LAS VEGAS,
LLC, LWTIC SUCCESSOR LLC AND FC/LW VEGAS. The Court having reviewed the
Motion, Opposition and Reply, and having heard argument and being fully advised finds as
follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that CASHMAN
EQUIPMENT COMPANY'S MOTION FOR SUMMARY JUDGMENT AGAINST WEST
EDNA ASSOCIATES, LTD. dba MOJAVE ELECTRIC and WESTERN SURETY
COMPANY ON THE PAYMENT BOND CLAIM is DENIED.

DATED this 26 day of April, 2013.


District Court Judge

ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

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

1 Submitted by:

2 PEZZILLO LLOYD

3
4 By: JRL 109281
For

5 Jennifer R. Lloyd, Esq.
6 Nevada Bar No. 9617
7 6725 Via Austl Parkway, Suite 290
8 Las Vegas, Nevada 89119
9 Attorneys for Plaintiff,
Cashman Equipment Company

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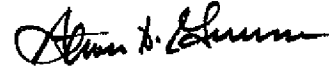
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CLERK OF THE COURT

1 **NEOJ**

Jennifer R. Lloyd, Esq.

2 Nevada Bar No. 9617

Marisa L. Maskas, Esq.

3 Nevada Bar No. 10928

4 **PEZZILLO LLOYD**

6725 Via Austi Parkway, Suite 290

5 Las Vegas, Nevada 89119

Tel: (702) 233-4225

6 Fax: (702) 233-4252

7 *Attorneys for Plaintiff,*

Cashman Equipment Company

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

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

14 **Plaintiff,**

15 **vs.**

Case No.: A642583

Dept. No.: 32

16 **CAM CONSULTING INC., a Nevada**
17 **corporation; ANGELO CARVALHO, an**
18 **individual; JANEL RENNIE aka JANEL**
19 **CARVALHO, an individual; WEST EDNA**
20 **ASSOCIATES, LTD., dba MOJAVE**
21 **ELECTRIC, a Nevada corporation;**
22 **WESTERN SURETY COMPANY, a**
23 **surety; THE WHITING TURNER**
24 **CONTRACTING COMPANY, a Maryland**
25 **corporation; FIDELITY AND DEPOSIT**
26 **COMPANY OF MARYLAND, a surety;**
27 **TRAVELERS CASUALTY AND SURETY**
28 **COMPANY OF AMERICA, a surety; QH**
LAS VEGAS LLC, a foreign limited
liability company; PQ LAS VEGAS, LLC, a
foreign limited liability company; L W T I C
SUCCESSOR LLC, an unknown limited
liability company; FC/LW VEGAS, a
foreign limited liability company; DOES 1 -
10, inclusive; and ROE CORPORATIONS 1

NOTICE OF ENTRY OF ORDER
DENYING WESTERN SURETY
COMPANY AND WEST EDNA
ASSOCIATES, LTD, dba MOJAVE
ELECTRIC'S MOTION TO EXPUNGE
OR REDUCE MECHANIC'S LIEN

PEZZILLO LLOYD
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Las Vegas, Nevada 89119
Tel: 702 233-4225

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

1 - 10, inclusive;

2 Defendants.

3 AND ALL RELATED MATTERS.
4

5
6 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

7 PLEASE TAKE NOTICE that the ORDER DENYING WESTERN SURETY
8 COMPANY AND WEST EDNA ASSOCIATES, LTD, dba MOJAVE ELECTRIC'S
9 MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN was entered in the above
10 entitled matter and filed on May 3, 2013, a copy of which is attached hereto.

11 DATED: May 6, 2013

PEZZILLO LLOYD

12
13
14 By: 

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

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702 233-4223


CERTIFICATE OF SERVICE

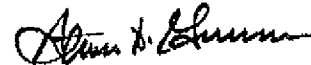
The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 6th day of May, 2013, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF ORDER DENYING WESTERN SURETY COMPANY AND WEST EDNA ASSOCIATES, LTD, dba MOJAVE ELECTRIC'S MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN**, was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

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

1 **ORDER**

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
Fax: 702 233-4252
jllloyd@pezzillofloyd.com
mmaskas@pezzillofloyd.com
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 JANBL**
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

ORDER DENYING WESTERN SURETY
COMPANY AND WEST EDNA
ASSOCIATES, LTD, dba MOJAVE
ELECTRIC'S MOTION TO EXPUNGE
OR REDUCE MECHANIC'S LIEN

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

PEZZILLO LLOYD
6725 Vca Aust Parkway, Suite 290
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.


**ORDER DENYING WESTERN SURETY COMPANY AND WEST EDNA
ASSOCIATES, LTD, dba MOJAVE ELECTRIC'S MOTION TO EXPUNGE OR
REDUCE MECHANIC'S LIEN**

Defendants, WESTERN SURETY COMPANY AND WEST EDNA ASSOCIATES,
LTD, dba MOJAVE ELECTRIC's MOTION TO EXPUNGE OR REDUCE MECHANIC'S
LIEN, having been heard by the Court on April 16, 2013 at 9:00 a.m., continued from
November 9, 2012; Jennifer R. Lloyd, Esq., appearing on behalf of Plaintiff, CASHMAN
EQUIPMENT COMPANY; and Brian Boschoe, Esq., appearing on behalf of Defendants
WHITING TURNER CONTRACTING, WEST EDNA ASSOCIATES, LTD, dba MOJAVE
ELECTRIC LV, LLC, WESTERN SURETY COMPANY, FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, QH LAS VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC
SUCCESSOR LLC AND FC/LW VEGAS. The Court having reviewed the Motion,
Opposition and Reply, and any Supplements which may have been filed, and having heard
argument and being fully advised finds as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that CASHMAN
EQUIPMENT COMPANY's Notice of Lien was not frivolous, was made with reasonable
cause and the amount was not excessive.

IT IS THEREFORE ORDERED that WESTERN SURETY COMPANY AND WEST
EDNA ASSOCIATES, LTD, dba MOJAVE ELECTRIC's MOTION TO EXPUNGE OR
REDUCE MECHANIC'S LIEN is DENIED.

DATED this 26 day of March, 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

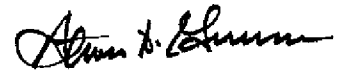
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Submitted by:

PEZZILLO LLOYD

By: M. Macdonald 10928/f012

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



CLERK OF THE COURT

1 **NEOJ**

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*

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

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

13 **Plaintiff,**

14 **vs.**

Case No.: A642583

Dept. No.: 32

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**
20 **ELECTRIC, a Nevada corporation;**
21 **WESTERN SURETY COMPANY, a**
22 **surety; THE WHITING TURNER**
23 **CONTRACTING COMPANY, a Maryland**
24 **corporation; FIDELITY AND DEPOSIT**
25 **COMPANY OF MARYLAND, a surety;**
26 **TRAVELERS CASUALTY AND SURETY**
27 **COMPANY OF AMERICA, a surety; QH**
28 **LAS VEGAS LLC, a foreign limited**
liability company; PQ LAS VEGAS, LLC, a
foreign limited liability company; L W T I C
SUCCESSOR LLC, an unknown limited
liability company; FC/LW VEGAS, a
foreign limited liability company; DOES 1 -
10, inclusive; and ROE CORPORATIONS 1

NOTICE OF ENTRY OF ORDER
DENYING QH LAS VEGAS, LLC, PQ
LAS VEGAS, LLC, LWTIC SUCCESSOR
LLC AND FC/LW VEGAS' MOTION TO
DISMISS OR IN THE ALTERNATIVE,
MOTION FOR SUMMARY JUDGMENT

PEZZILLO LLOYD
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Las Vegas, Nevada 89119
Tel. 702 233-4225

PEZZILLO LLOYD

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

1 - 10, inclusive;

2 Defendants.

3 AND ALL RELATED MATTERS.
4

5 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

6 PLEASE TAKE NOTICE that the ORDER DENYING QH LAS VEGAS, LLC, PQ
7 LAS VEGAS, LLC, LWTIC SUCCESSOR LLC AND FC/LW VEGAS' MOTION TO
8 DISMISS OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT was
9 entered in the above entitled matter and filed on May 3, 2013, a copy of which is attached
10 hereto.
11

12 DATED: May 6, 2013

PEZZILLO LLOYD

13 By: 

14 Jennifer R. Lloyd, Esq.
15 Nevada Bar No. 9617
16 Marisa L. Maskas, 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
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28

PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 250
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 6th day of May, 2013, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF ORDER DENYING QH LAS VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC SUCCESSOR LLC AND FC/LW VEGAS' MOTION TO DISMISS OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT**, 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 Boschce, Esq.
COTTON, DRIGGS, ET AL.
400 S. 4th St., 3rd Fl.
Las Vegas, NV 89101

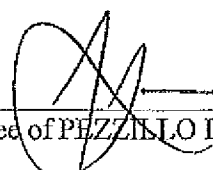
Attorneys for Whiting Turner Contracting, Mojave Electric LV, LLC, Western Surety Company and Fidelity and Deposit Company of Maryland

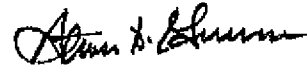
Edward S. Coleman, Esq.
COLEMAN LAW ASSOCIATES
8275 S. Eastern Avenue, Suite 200
Las Vegas, Nevada 89123

Attorneys for Janel Rennie aka Janel Carvalho and Linda Dugan

Keen L. Ellsworth, Esq.
ELLSWORTH, BENNION & ERICSSON, 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

1 **ORDER**

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
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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 BDNA**
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

ORDER DENYING QH LAS VEGAS,
LLC, PQ LAS VEGAS, LLC, LWTIC
SUCCESSOR LLC AND FC/LW VEGAS'
MOTION TO DISMISS OR IN THE
ALTERNATIVE, MOTION FOR
SUMMARY JUDGMENT

PEZZILLO LLOYD
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Las Vegas, Nevada 89119
Tel: 702 233-4225

PEZZILLO LLOYD

6725 Vic-Austi Parkway, Suite 250
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Tel. 702.223-4225

1 foreign limited liability company; DOES 1 -
2 10, inclusive; and ROE CORPORATIONS 1
3 - 10, inclusive;

4 Defendants.


5 AND ALL RELATED MATTERS.

6 ORDER DENYING QH LAS VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC
7 SUCCESSOR LLC AND FC/LW VEGAS' MOTION TO DISMISS OR IN THE
8 ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT

9 Defendants, QH LAS VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC SUCCESSOR
10 LLC AND FC/LW VEGAS' MOTION TO DISMISS OR IN THE ALTERNATIVE,
11 MOTION FOR SUMMARY JUDGMENT', having been heard by the Court on April 11, 2013
12 at 9:00 a.m.; Jennifer R. Lloyd, Esq., appearing on behalf of Plaintiff, CASHMAN
13 EQUIPMENT COMPANY; and Brian Boschee, Esq., appearing on behalf of Defendants
14 WHITING TURNER CONTRACTING, WEST EDNA ASSOCIATES, LTD, dba MOJAVE
15 ELECTRIC LV, LLC, WESTERN SURETY COMPANY, FIDELITY AND DEPOSIT
16 COMPANY OF MARYLAND, QH LAS VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC
17 SUCCESSOR LLC AND FC/LW VEGAS. The Court having reviewed the Motion,
18 Opposition and Reply, and having heard argument and being fully advised finds as follows:

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that QH LAS VEGAS,
20 LLC, PQ LAS VEGAS, LLC, LWTIC SUCCESSOR LLC AND FC/LW VEGAS' MOTION
21 TO DISMISS OR IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT is
22 DENIED.

23 DATED this 24 day of April, 2013.

24 
25 District Court Judge
26 ROB BARE
27 JUDGE, DISTRICT COURT, DEPARTMENT 32
28

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702.233-4225

1 Submitted by:

2 PEZZILLO LLOYD

3

4 By: Ma JLL 10928/for

5 Jennifer R. Lloyd, Esq.

6 Nevada Bar No. 9617

7 6725 Via Austi Parkway, Suite 290

8 Las Vegas, Nevada 89119

9 Attorneys for Plaintiff,

10 Cashman Equipment Company

11

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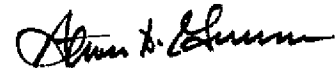
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CLERK OF THE COURT

1 **MOT**

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

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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 surety;**
26 **THE WHITING TURNER CONTRACTING**
27 **COMPANY, a Maryland corporation;**
28 **FIDELITY AND DEPOSIT COMPANY OF**
MARYLAND, a surety; TRAVELERS
CASUALTY AND SURETY COMPANY OF
AMERICA, a surety; QH LAS VEGAS LLC,
a foreign limited liability company; PQ LAS
VEGAS, LLC, a foreign limited liability
company; L W T I C SUCCESSOR LLC, an
unknown limited liability company; FC/LW
VEGAS, a foreign limited liability company;
DOES 1 - 10, inclusive; and ROE
CORPORATIONS 1 - 10, inclusive;

Defendants.

Case No.: A642583

Dept. No.: 32

CASHMAN EQUIPMENT COMPANY'S
MOTION FOR AWARD OF ATTORNEY'S
FEEES AND COSTS PURSUANT TO NRS
108.2275

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

1 AND ALL RELATED MATTERS.

2 **CASHMAN EQUIPMENT COMPANY'S MOTION FOR**
3 **AWARD OF ATTORNEY'S FEES AND COSTS PURSUANT TO NRS 108.2275**

4 Plaintiff, CASHMAN EQUIPMENT COMPANY ("Cashman"), respectfully submits
5 the following Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275.
6 This Motion is supported by the following Memorandum of Points and Authorities, the
7 exhibits attached hereto, the Court's file herein and any evidence adduced at the hearing to be
8 held.

9
10 **NOTICE OF MOTION**

11 PLEASE TAKE NOTICE that the foregoing CASHMAN EQUIPMENT
12 COMPANY'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS
13 PURSUANT TO NRS 108.2275 will be heard on the 11 day of July 2013,
14 at the hour of 9 : 0 0, before this Court in Department 32.

15
16 DATED: May 29, 2013

PEZZILLO LLOYD

17
18 By: 

19 Jennifer R. Lloyd, Esq.
20 Nevada Bar No. 9617
21 Marisa L. Maskas, Esq.
22 Nevada Bar No. 10928
23 6725 Via Austi Parkway, Suite 290
24 Las Vegas, Nevada 89119
25 *Attorneys for Plaintiff,*
26 *Cashman Equipment Company*
27
28

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702.233-4225

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

On or about September 17, 2012, Defendants, WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC ("Mojave") and WESTERN SURETY COMPANY ("Western") (herein after collectively "Defendants"), filed a Motion to Expunge or Reduce Mechanic's Lien concerning the mechanic's lien recorded by Cashman against the New Las Vegas City Hall project, located in Las Vegas, Nevada (the "Property"). Cashman recorded its lien on June 22, 2011 as Instrument No. 20110622/0002156 after failing to receive payment for the materials it supplied to the Property. *See* Exhibit "1," Notice of Lien. The lien amount totaled \$755,893.89. *Id.* 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. *See* Exhibit "2," Lien Release Bond. Cashman amended its Complaint to include a claim against the Lien Release Bond on September 30, 2013.

Defendants' Motion to Expunge or Reduce Mechanic's Lien was initially heard on November 9, 2012. The Court continued the hearing, allowing time for additional discovery and supplemental pleadings. *See* Court Minutes. The hearing was ultimately continued until April 16, 2013. At the hearing, the Court denied Defendants' Motion to Expunge or Reduce Mechanic's Lien, finding Cashman's Notice of Lien was not frivolous, was made with reasonable cause and the amount was not excessive. *See* Exhibit "3," Notice of Entry of Order Denying Defendants' Motion to Expunge or Reduce Mechanic's Lien. Pursuant to NRS 108.2275, Cashman, the prevailing party, is entitled to an award of attorney's fees and costs in having to defend against Defendants' Motion.

///

///

II.

ARGUMENTS AND AUTHORITIES

Cashman is entitled to a statutory award of attorneys' fees and costs pursuant to NRS 108.2275 against Defendants. NRS 108.2275(6) provides as follows:

If, after a hearing on the matter, the court determines that:

(c) The notice of lien is not frivolous and was made with reasonable cause or that the amount of the notice of lien is not excessive, the court shall make an order awarding costs and reasonable attorney's fees to the lien claimant for defending the motion.

As set forth above, the Court denied Defendants' Motion to Expunge or Reduce Mechanic's Lien, finding Cashman's lien was not frivolous, was made with reasonable cause and the amount was not excessive. *See* Exhibit "3." Cashman has incurred \$9,513.25 in attorneys' fees and \$651.91 in costs, for a total of \$10,165.16, defending against Defendants' Motion and expenses related to such defense. *See* Exhibit "4," Affidavit of Jennifer Lloyd, Esq. These fees and costs were necessary and reasonable. As established by the Nevada Supreme Court below:

In Nevada, "the method upon which a reasonable fee is determined is subject to the discretion of the court," which "is tempered only by reason and fairness." Accordingly, in determining the amount of fees to award, the court is not limited to one specific approach; its analysis may begin with any method rationally designed to calculate a reasonable amount, including those based on a "lodestar" amount or a contingency fee. We emphasize that, whichever method is chosen as a starting point, however, the court must continue its analysis by considering the requested amount in light of the factors enumerated by this court in *Brunzell v. Golden Gate National Bank...*

Shuette v. Beazer Homes Holdings Corp., 121 Nev. 837, 864-865 (2005). The factors relevant to determining the reasonableness of an award of attorneys' fees and costs are to include: (1) the qualities of the advocate: his ability, his training, education, experience,

1 professional standing and skill; (2) the character of the work to be done: its difficulty, its
2 intricacy, its importance, time and skill required, the responsibility imposed and the
3 prominence and character of the parties where they affect the importance of the litigation; (3)
4 the work actually performed by the lawyer: the skill, time and attention given to the work; and
5 (4) the result: whether the attorney was successful and what benefits were derived. *See*
6 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969).

7 When the work performed by Cashman's counsel is considered pursuant to the
8 *Brunzell* factors, the amount requested by Cashman for defending against this Motion is
9 reasonable. First, the qualities of the advocate were demonstrated by the work performed
10 Cashman's attorneys, Pezzillo Lloyd, a law firm which focuses its practice in the area of
11 construction law and is knowledgeable and familiar with issues involving mechanic's liens.
12 The attorneys who billed for work relating to the defense of Defendants' Motion were
13 Jennifer Lloyd, Esq., a partner of the firm, who billed at the hourly rate of \$245.00; Brian
14 Pezzillo, Esq., a partner of the firm, who billed at the hourly rate of \$300.00; and Marisa
15 Maskas, Esq., an associate of the firm, who billed at the hourly rate of \$180.00. *See* Exhibit
16 "4." These rates are reasonable. The total amount of attorneys' fees and costs incurred by
17 Cashman totaled \$10,165.16, beginning from the date initial work began concerning the
18 Motion until the date in which the Notice of Entry of Order Denying Defendants' Motion was
19 drafted. *Id.* In calculating the amount claimed, Cashman has included only those time entries
20 which deal with Defendants' Motion and any work performed in relation to said Motion. In
21 addition to its Opposition, Cashman was also required to submit a supplemental brief, which
22 outlined extensively the factual basis supporting the validity of the lien and the amount owed.
23 Further, Cashman was required to perform extensive legal research on the issues outlined in
24 the pleadings and to refute the case law relied upon by Defendants in their Motion. Finally,
25 Cashman's attorneys were successful in defending the Motion to Expunge, as the Court issued
26 an Order denying the Motion. *See* Exhibit "3." Therefore, Cashman asks that attorneys' fees
27 and costs be awarded by the Court, as Cashman was forced to expend its own fees and costs to
28

PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702 233-4925

1 defend against Defendants' Motion and the fees and costs requested are reasonable pursuant
2 to *Brunzell*.

3
4 **III.**

5 **CONCLUSION**

6 For the reasons set forth herein, Cashman respectfully requests that this Court grant its
7 Motion for Award of Attorney's Fees and Costs pursuant to NRS 108.2275.

8 DATED: May 29, 2013

PEZZILLO LLOYD

9
10 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

Attorneys for Plaintiff,

Cashman Equipment Company

EXHIBIT 1

APN: 139-34-311-021

Recording Requested By:
Jennifer R. Lloyd-Robinson, Esq.
Pezzillo Robinson
6750 Via Austi Parkway, Suite. 170
Las Vegas, Nevada 89119

Inst #: 201106220002156

Fees: \$15.00

N/G Fee: \$0.00

06/22/2011 10:52:02 AM

Receipt #: 020247

Requestor:

PEZZILLO ROBINSON

Recorded By: MSH Pg: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

NOTICE OF LIEN

The undersigned, Cashman Equipment Company ("Lien Claimant"), claims a lien upon the property described in this notice for work, materials, or equipment furnished or to be furnished for the improvement of the property:

1. The amount of the original contract is: \$755,893.89.
2. The total amount of all additional or changed work, materials and equipment, if any, is: \$0.
3. The total amount of all payments received to date is: \$0.
4. The amount of the lien, after deducting all just credits and offsets, is: \$755,893.89.
5. The name of the owner, if known, of the property is: FC/LW Vegas LLC and LWTIC Successor LLC, care of Forest City Enterprises.
6. The name of the person by whom the Lien Claimant was employed or to whom the Lien Claimant furnished or agreed to furnish work, materials or equipment is: Cam Consulting, Inc.
7. A brief statement of the terms of payment of the Lien Claimant's contract is: Lien Claimant was to be paid upon delivery.
8. A description of the property to be charged with the lien is: 518 S. 1st St., Las Vegas, Nevada, Assessor's Parcel Number 139-34-311-021.

Dated: June 21, 2011

Cashman Equipment Company

By:

Shane Norman, Credit Manager

CASH027

JA 00002421

STATE OF NEVADA)
COUNTY OF CLARK)


SS:

I, Shane Norman, being first duly sworn on oath, according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe them to be true.


Shane Norman

SUBSCRIBED AND SWORN to before me
this 2nd day of June, 2011.

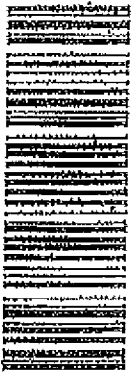

NOTARY PUBLIC in and for said County and State



CASH028

JA 00002422

Perzillo Robinson
6750 Via Ansel Parkway, Suite 170
Las Vegas, Nevada 89119



7016 1870 0000 4116 1175

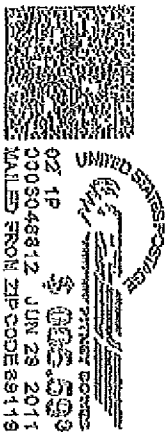
CAM Consulting, Inc.
c/o Angelo Carvalho, Registered Agent
3874 Civic Center Dr.
North Las Vegas, NV 89030



Perzillo Robinson
6750 Via Ansel Parkway, Suite 170
Las Vegas, Nevada 89119



7016 1870 0000 4116 1175



FC/EW Vegas, LLC
LWTIC Successor, LLC
c/o Forest City Enterprises
50 Public Sq.
Terminal Tower, #1410
Cleveland, OH 44113-2202

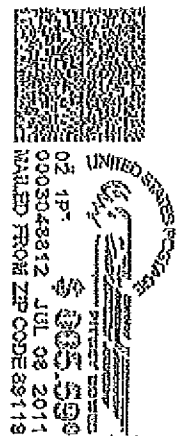
CASH029

JA 00002423

Pezullo Robinson
6750 Via Ansel Parkway, Suite 170
Las Vegas, Nevada 89119



7010 1870 0000 4101 1427

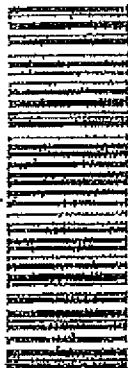


CASH030

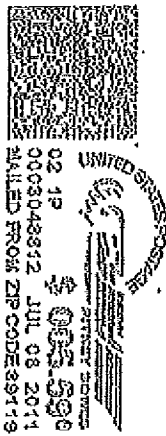
Whiting Turner Contracting Company
6720 Via Ansel Pkwy, Ste. 300
Las Vegas, NV 89119

Pezullo Robinson
6750 Via Ansel Parkway, Suite 170
Las Vegas, Nevada 89119

CERTIFIED MAIL



7010 1870 0000 4101 1427



Mojave Electric, LLC
c/o Francis Howard, Registered Agent
7 Commerce Center Dr., Ste. A
Henderson, NV 89014

JA 00002424

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Track & Confirm

Search Results

Label/Receipt Number: 7010 1870 0000 4101 1176

Service(s): Certified Mail™

Status: Delivered

Your item was delivered at 12:46 pm on July 05, 2011 in LAS VEGAS, NV 89119.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

Detailed Postfile:

- Delivered, July 05, 2011, 12:46 pm, LAS VEGAS, NV 89119
- Processed through Sort Facility, July 04, 2011, 11:29 pm, LAS VEGAS, NV 89109
- Processed through Sort Facility, July 03, 2011, 8:23 am, LAS VEGAS, NV 89109
- Notice Left, June 30, 2011, 11:10 am, NORTH LAS VEGAS, NV 89030
- Processed through Sort Facility, June 30, 2011, 2:30 am, LAS VEGAS, NV 89109

Notification Options

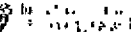
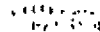
Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Special Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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Track & Confirm

Search Results

Label/Receipt Number: 7010 1870 0000 4101 1102

Service(s): Certified Mail™

Status: Delivered

Your item was delivered at 10:01 am on July 01, 2011 in CLEVELAND, OH 44119.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- Delivered, July 01, 2011, 10:01 am, CLEVELAND, OH 44119
- Arrival at Unit, July 01, 2011, 7:07 am, CLEVELAND, OH 44119
- Processed through Sort Facility, July 01, 2011, 1:50 am, CLEVELAND, OH 44101

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Govt Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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No FEAR Act ERO Data

FOIA



USPS

EXHIBIT 2

C 3

Inst #: 201109130003721
Fees: \$17.00
N/C Fee: \$25.00
09/13/2011 02:59:40 PM
Receipt #: 911471
Requestor:
SANTORO DRIGGS ETAL
Recorded By: OSA Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN# 139-34-31-021

11-digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>

Bond for Release of
Mechanic's Lien

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested by:

Sherrilly A. Briscoe, Esq.

Return Documents To:

Name Sherrilly A. Briscoe

Address 400 S. 4th, 3rd FL

City/State/Zip LV, NV 89101

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

OR Form 108 - 06/06/2007
Coversheet.pdf

MOJ00453

JA 00002428

BOND FOR RELEASE OF MECHANIC'S LIEN

BOND NUMBER: 58685401

KNOW ALL MEN BY THESE PRESENTS, that we, Mojave Electric, 3755 W. Hacienda Avenue Las Vegas, NV 89118, as Principal, and Western Surety Company, a corporation created, organized, and existing under and by virtue of the laws of the State of South Dakota, as Surety, and licensed to do business in the State of Nevada, are held and firmly bound unto Cashman Equipment Company, as Obligee.

WHEREAS, Mojave Electric, as Principal, desires to give a bond for releasing the following described real property owned by OH Las Vegas, LLC from that certain notice of lien in the sum of Seven Hundred Fifty Five Thousand Eight Hundred Ninety Three and 89/100 DOLLARS (\$755,893.89**) recorded, June 22, 2011, in the office of the recorder in Clark County:

See Attached Exhibit "A"

NOW, THEREFORE, the undersigned principal and surety do hereby obligate themselves to the lien claimant named in the notice of lien, Cashman Equipment Company, under the conditions prescribed by NRS 108.2413 to NRS 108.2425, inclusive, in the sum of One Million One Hundred Thirty Three Thousand Eight Hundred Forty and 84/100 DOLLARS (\$1,133,840.84**) from which sum they will pay the claimant such amount as a court of competent jurisdiction may adjudge to have been secured by this lien, including the total amount awarded pursuant to NRS 108.237, but the liability of the surety may not exceed the penal sum of this surety bond.

IN TESTIMONY WHEREOF, the Principal and Surety have executed this bond at Las Vegas, Nevada, on the 8th day of the month of September, 2011.

Mojave Electric

By: _____

Troy Nelson

Western Surety Company

By: _____

Kelly M. Lamb, Attorney-In-Fact

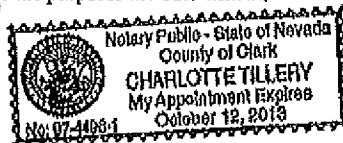
State of Nevada }

County of Clark }

On Sept. 8, 2011, before me, the undersigned, a notary public of this county and state, personally appeared Troy Nelson who acknowledged that he/she executed the foregoing instrument as Principal for the purposes therein mention.

State of Nevada }

County of Clark }

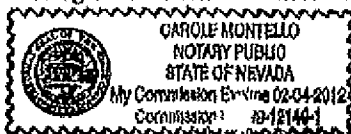


Charlotte Tillery

Notary Public

My Commission Expires: _____

On September 8, 2011, before me, the undersigned, a notary public of this county and state, personally appeared Kelly M. Lamb Attorney-In-Fact, who acknowledged that he/she executed the foregoing instrument and acknowledged to me that he/she executed the same for the purposes stated therein.



Carol Montello

Notary Public

My Commission Expires: February 4, 2012

MOJ00454

JA 00002429

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal hereinaffixed hereby make, constitute and appoint

Wendy R Crowell, James A Harris, Gregory J Harris, Kelly M Lamb, Individually

of Las Vegas, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 28th day of January, 2011.



WESTERN SURETY COMPANY

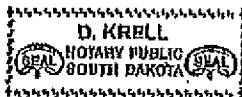
PAUL T. BRUFFAT, Senior Vice President

State of South Dakota }
County of Minnehaha }

On this 28th day of January, 2011, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



CERTIFICATE

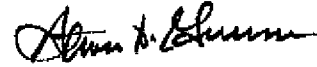
I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of September, 2011.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

EXHIBIT 3



CLERK OF THE COURT

1 **NEOJ**

Jennifer R. Lloyd, Esq.

2 Nevada Bar No. 9617

Marisa L. Maskas, Esq.

3 Nevada Bar No. 10928

4 **PEZZILLO LLOYD**

6725 Via Austi Parkway, Suite 290

5 Las Vegas, Nevada 89119

Tel: (702) 233-4225

6 Fax: (702) 233-4252

7 *Attorneys for Plaintiff,*

Cashman Equipment Company

8
9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

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

13 **Plaintiff,**

14 **vs.**

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**
20 **ELECTRIC, a Nevada corporation;**
21 **WESTERN SURETY COMPANY, a**
22 **surety; THE WHITING TURNER**
23 **CONTRACTING COMPANY, a Maryland**
24 **corporation; FIDELITY AND DEPOSIT**
25 **COMPANY OF MARYLAND, a surety;**
26 **TRAVELERS CASUALTY AND SURETY**
27 **COMPANY OF AMERICA, a surety; QH**
28 **LAS VEGAS LLC, a foreign limited**
liability company; PQ LAS VEGAS, LLC, a
foreign limited liability company; L W T I C
SUCCESSOR LLC, an unknown limited
liability company; FC/LW VEGAS, a
foreign limited liability company; DOES 1 -
10, inclusive; and ROE CORPORATIONS 1

Case No.: A642583

Dept. No.: 32

**NOTICE OF ENTRY OF ORDER
DENYING WESTERN SURETY
COMPANY AND WEST EDNA
ASSOCIATES, LTD, dba MOJAVE
ELECTRIC'S MOTION TO EXPUNGE
OR REDUCE MECHANIC'S LIEN**

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

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

1 - 10, inclusive;

2 Defendants.

3 AND ALL RELATED MATTERS.
4

5
6 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

7 PLEASE TAKE NOTICE that the ORDER DENYING WESTERN SURETY
8 COMPANY AND WEST EDNA ASSOCIATES, LTD, dba MOJAVE ELECTRIC'S
9 MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN was entered in the above
10 entitled matter and filed on May 3, 2013, a copy of which is attached hereto.

11 DATED: May 6, 2013

PEZZILLO LLOYD

12
13
14 By: 

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

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 200
Las Vegas, Nevada 89119
Tel. 702.233-4225

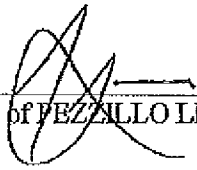
CERTIFICATE OF SERVICE

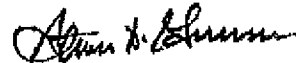
The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 6th day of May, 2013, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF ORDER DENYING WESTERN SURETY COMPANY AND WEST EDNA ASSOCIATES, LTD, dba MOJAVE ELECTRIC'S MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN**, was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

Brian Boschee, Esq.
COTTON, DRIGGS, ET AL.
400 S. 4th St., 3rd FL.
Las Vegas, NV 89101
Attorneys for 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 Rennte aka Janel Carvalho and Linda Dugan

Keen L. Ellsworth, Esq.
ELLSWORTH, BENNION & ERICSSON, 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

1 **ORDR**

2 Jennifer R. Lloyd, Esq.
3 Nevada State Bar No. 9617
4 Marlaa 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 jlloyd@pezzillolloyd.com
12 mmaskas@pezzillolloyd.com
13 *Attorneys for Plaintiff,*
14 *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

ORDER DENYING WESTERN SURETY
COMPANY AND WEST EDNA
ASSOCIATES, LTD, dba MOJAVE
ELECTRIC'S MOTION TO EXPUNGE
OR REDUCE MECHANIC'S LIEN

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

PEZZILO LLOYD
6725 Via Arroyo Parkway, Suite 250
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.

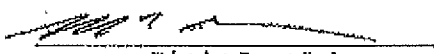
ORDER DENYING WESTERN SURETY COMPANY AND WEST EDNA
ASSOCIATES, LTD, dba MOJAVE ELECTRIC'S MOTION TO EXPUNGE OR
REDUCE MECHANIC'S LIEN

Defendants, WESTERN SURETY COMPANY AND WEST EDNA ASSOCIATES,
LTD, dba MOJAVE ELECTRIC's MOTION TO EXPUNGE OR REDUCE MECHANIC'S
LIEN, having been heard by the Court on April 16, 2013 at 9:00 a.m., continued from
November 9, 2012; Jennifer R. Lloyd, Esq., appearing on behalf of Plaintiff, CASHMAN
EQUIPMENT COMPANY; and Brian Bosocho, Esq., appearing on behalf of Defendants
WHITING TURNER CONTRACTING, WEST EDNA ASSOCIATES, LTD, dba MOJAVE
ELECTRIC LV, LLC, WESTERN SURETY COMPANY, FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, QH LAS VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC
SUCCESSOR LLC AND FC/LW VEGAS. The Court having reviewed the Motion,
Opposition and Reply, and any Supplements which may have been filed, and having heard
argument and being fully advised finds as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that CASHMAN
EQUIPMENT COMPANY's Notice of Lien was not frivolous, was made with reasonable
cause and the amount was not excessive.

IT IS THEREFORE ORDERED that WESTERN SURETY COMPANY AND WEST
EDNA ASSOCIATES, LTD, dba MOJAVE ELECTRIC's MOTION TO EXPUNGE OR
REDUCE MECHANIC'S LIEN is DENIED.

DATED this 26 day of April, 2013.


District Court Judge

ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702.223-4225

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Submitted by:

PEZZILLO LLOYD

By: M. J. Marshall 10928/fcl
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 4

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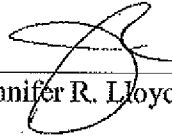
Pezzillo Lloyd
6725 VIA ALISTI PARKWAY, SUITE 290
LAS VEGAS, NEVADA 89119
TEL 702 233-4225

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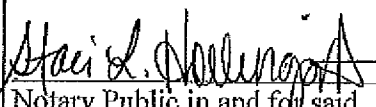
6. Cashman has incurred a total of \$10,165.16 in attorneys' fees and costs.

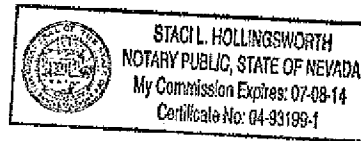
7. Of this \$10,165.16, Cashman has included only those time entries which deal with Defendants' Motion and any work performed in relation to said Motion.

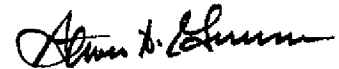
Further, affiant sayeth not.


Jennifer R. Lloyd, Esq.

Subscribed and sworn before me,
this 31 day of May, 2013.


Notary Public in and for said
County and State





CLERK OF THE COURT

ANS
BRIAN W. BOSCHKEE, ESQ.
Nevada Bar No. 7612
E-mail: bboschkee@nevadafirm.com
WILLIAM N. MILLER, ESQ.
Nevada Bar No. 11658
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COTTON, DRIGGS, WALCH,
HOLLEY, WOLOSON & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308

*Attorneys for Defendants West Edna, 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, Counterclaimant and
Crossclaimant; Defendants QH Las Vegas, LLC; PQ
Las Vegas, LLC; LWTIC Successor, and
FC/LW Vegas*

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.

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
5 MOJAVE ELECTRIC, a Nevada corporation,

6 Crossclaimant,

7 v.

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

10 Crossdefendants.

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

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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)**

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

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

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

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

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

28 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.

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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 ...

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

4 48. The allegation contained in Paragraph 48 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 48 of the
8 Complaint and, therefore, deny the allegations contained therein.

9 49. The allegation contained in Paragraph 49 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 50. The allegation contained in Paragraph 50 of the Complaint constitutes a statement
13 of the law rather than a factual allegation against Defendants and, therefore, requires no
14 response. To the extent a response is required, Defendants deny the allegations contained therein.

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

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

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

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

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

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

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

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

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

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

60. The allegation contained in Paragraph 60 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.

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

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

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

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

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

74. The allegation contained in Paragraph 74 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 74 of the Complaint and, therefore, deny the allegations contained therein.

75. The allegation contained in Paragraph 75 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 75 of the Complaint and, therefore, deny the allegations contained therein.

76. The allegation contained in Paragraph 76 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 76 of the Complaint and, therefore, deny the allegations contained therein.

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

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

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

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

28 ...

...

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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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**



BRIAN W. BOSCH, ESQ.
Nevada Bar No. 7612
WILLIAM N. MILLER, ESQ.
Nevada Bar No. 11658
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

*Attorneys for Defendants West Edna, 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, Counterclaimant and
Crossclaimant; Defendants QH Las Vegas,
LLC; PQ Las Vegas, LLC; LWTIC Successor,
and FC/LW Vegas*

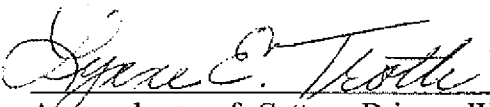
1 CERTIFICATE OF MAILING

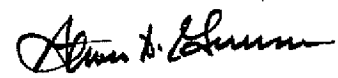
2 I HEREBY CERTIFY that, on the 17th day of June, 2013 and pursuant to NRCP 5(b), I
3 deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **QH LAS**
4 **VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC SUCCESSOR LLC, AND FC/LW**
5 **VEGAS' ANSWER TO FOURTH AMENDED COMPLAINT**, postage 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
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28



CLERK OF THE COURT

OPPM

BRIAN W. BOSCHKEE, ESQ.

Nevada Bar No. 7612

E-mail: bboschkee@nevadafirm.com

WILLIAM N. MILLER, ESQ.

Nevada Bar No. 11658

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COTTON, DRIGGS, WALCH,

HOLLEY, WOLOSON & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

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*Attorneys for Defendants West Edna, 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, Counterclaimant and
Crossclaimant; Defendants QH Las Vegas, LLC; PQ
Las Vegas, LLC; LWTIC Successor, and
FC/LW Vegas*

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.

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

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

**OPPOSITION TO CASHMAN
EQUIPMENT COMPANY'S MOTION
FOR AWARD OF ATTORNEY'S FEES
AND COSTS PURSUANT TO NRS
108.2275**

Hearing Date: July 11, 2013

Hearing Time: 9:00 a.m.

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Counterclaimant.
v. CASHMAN EQUIPMENT COMPANY, a Nevada corporation,
Counterdefendant.
WEST EDNA ASSOCIATES, LTD. dba MOJAVE ELECTRIC, a Nevada corporation,
Crossclaimant,
v. CAM CONSULTING, INC., a Nevada corporation; ANGELO CARVALHO, an individual,
Crossdefendants.

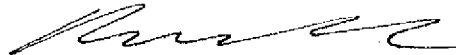
Defendants/Counterclaimants WESTERN SURETY COMPANY, a surety ("Western"), and WEST EDNA ASSOCIATES, LTD. dba MOJAVE ELECTRIC, a Nevada corporation ("Mojave") (Western and Mojave will collectively be referred to as the "Defendants"), by and through their undersigned counsel of record, hereby file this Opposition to Cashman Equipment Company's Motion for Award of Attorney's Fees and Costs pursuant to NRS 108.2275 (the "Opposition"). As set forth below, this Court never made a final determination relating to the Lien (defined below) and instead, held that all issues relating to the Lien would be decided at trial. As such, Defendants respectfully request that this Court deny Cashman Equipment Company's Motion for Award of Attorney's Fees and Costs pursuant to NRS 108.2275 (the "Motion") in its entirety.

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1 This Opposition is further supported by the below Memorandum of Points and
2 Authorities, the Declaration of Brian W. Boschee in support of the Opposition, attached hereto as
3 Exhibit "A" and incorporated by reference, together with the pleadings and papers on file herein,
4 and any oral argument that may be adduced at a hearing of this matter.

5 Dated this 20 day of June, 2013.

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

8 

9 BRIAN W. BOSCHEE, ESQ.

10 Nevada Bar No. 7612

11 WILLIAM N. MILLER, ESQ.

12 Nevada Bar No. 11658

13 400 South Fourth Street, Third Floor

14 Las Vegas, Nevada 89101

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

24 **MEMORANDUM OF POINTS AND AUTHORITIES**

25 **I. INTRODUCTION/ STATEMENT OF RELEVANT FACTS**

26 This action was commenced on July 3, 2011 relating to Cam Consulting, Inc.'s ("CAM")
27 failure to issue payment to Cashman Equipment Company ("Cashman") for equipment provided
28 on the construction project referred to as the New Las Vegas City Hall Project (the "Project")
located in Las Vegas, Nevada. After an Amended Complaint, Second Amended Complaint, and
Third Amended Complaint were all filed, Defendants filed their Motion to Expunge or Reduce
Mechanic's Lien (the "Motion to Expunge") on September 17, 2012, requesting this Court to
expunge or reduce the notice of lien at issue (the "Lien"). On November 9, 2012, this Court
heard arguments relating to the Motion to Expunge and continued the Motion to Expunge to,
eventually, April 16, 2013. The Court continued this hearing "to allow parties to conduct
discovery to develop evidence relevant to the notice issue" and also requested that supplemental

1 pleadings relating to the Motion to Expunge be filed a few weeks prior to the hearing. *See* Court
2 Minutes from November 9, 2012.

3 After supplements were filed, this Court heard oral arguments on April 16, 2013 relating
4 to: (1) the Motion to Expunge; (2) Defendants' Motion for Summary Judgment of Surety
5 Payment and License Bond Claims (the "Defendants' Motion for Summary Judgment"); (3)
6 Cashman's Countermotion for Summary Judgment; and (4) Cashman's Motion for Summary
7 Judgment on the payment bond claim ("Cashman's Motion for Summary Judgment"). All four
8 of these aforementioned pleadings relate to what damages, if any, are owed to Cashman and are
9 thus valid to include in the Lien, who received notice of the Lien, and also the validity of the
10 Lien.

11 At this hearing, the Court denied without prejudice all four of these aforementioned
12 pleadings and orders were subsequently filed with this Court. Specifically, the Court determined
13 there were genuine issues of material fact with the Lien, including, but not limited to, whether
14 the Lien was excessive, whether the owner of the Project ever had notice of the Lien, and the
15 validity of the Lien, and thus, the Court essentially continued consideration of these issues to
16 trial. *See* Boschee Declaration at ¶11. Hence, the Court never made a final determination at the
17 April 16, 2013 hearing that the Lien was "not frivolous, was made with reasonable cause and the
18 amount was not excessive." *See id.* at ¶12. Specifically, the Court articulated that it wanted to
19 hear testimony relating to whether the owner ever had notice of the Lien and how much the Lien
20 should be reduced to Cashman recovering funds from other sources and due to valid offsets that
21 Defendants can establish. *See id.* at ¶13. As such, since the Court essentially punted on any and
22 all issues relating to the Lien to trial, Defendants respectfully request that the Motion be denied
23 in its entirety. *See id.* at ¶14.

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II. LEGAL ARGUMENT

In its entirety, NRS §108.2275(6) states:

If, after a hearing on the matter, the court determines that:

(a) The notice of lien is frivolous and was made without reasonable cause, the court shall make an order releasing the lien and awarding costs and reasonable attorney's fees to the applicant for bringing the motion.

(b) The amount of the notice of lien is excessive, the court may make an order reducing the notice of lien to an amount deemed appropriate by the court and awarding costs and reasonable attorney's fees to the applicant for bringing the motion.

(c) The notice of lien is not frivolous and was made with reasonable cause or that the amount of the notice of lien is not excessive, the court shall make an order awarding costs and reasonable attorney's fees to the lien claimant for defending the motion.

Here, the Motion to Expunge was filed on September 17, 2012 and arguments relating to said motion were heard by the Court on November 9, 2012. Since the Court needed additional information and discovery relating to whether the owner had notice of the Lien and whether the amount of the Lien was proper, it continued the hearing five (5) months and also requested supplemental pleadings on the issue. On April 16, 2013, the date of the continued hearing relating to the Motion to Expunge, the Court denied without prejudice said motion, along with three other pleadings (i.e. Defendants' Motion for Summary Judgment, Cashman's Countermotion for Summary Judgment, and Cashman's Motion for Summary Judgment).

Specifically, the Court determined there were genuine issues of material fact with the Lien, including, but not limited to, whether the Lien was excessive, whether the owner of the Project ever had notice of the Lien, and the validity of the Lien, and thus, the Court essentially continued consideration of these issues to trial. *See* Boschee Declaration at ¶11. Hence, the Court never made a final determination at the April 16, 2013 hearing that the Lien was "not frivolous, was made with reasonable cause and the amount was not excessive." *See id.* at ¶12. Specifically, the Court articulated that it wanted to hear testimony relating to whether the owner ever had notice of the Lien and how much the Lien should be reduced to Cashman recovering

1 funds from other sources and due to valid offsets that Defendants can establish. *See id.* at ¶13.
2 Since the Court essentially punted on any and all issues relating to the Lien to trial, Defendants
3 respectfully request that the Motion be denied in its entirety. *See id.* at ¶14.

4 Further, in the Motion, Cashman's attorney believes it has incurred a total of \$10,165.16
5 in attorneys' fees and costs. *See Motion* at pg. 4. However, Cashman fails to attach a proper
6 breakdown of these fees and costs relating to the Motion to Expunge (i.e. what days and for how
7 many hours Cashman's attorneys' worked on items relating to the Motion to Expunge). Without
8 this information, and given all of the other related issues in this case that counsel was likely
9 working on during the same time period, Defendants are unable to ascertain whether these fees
10 and costs are reasonable, if this Court awards Cashman any attorneys' fees at this premature
11 juncture. As such, the Motion should be denied in its entirety.

12 Finally, any determination of which party is entitled to attorneys' fees and costs with
13 respect to the Lien issue is premature. Cashman is asking for fees and costs because the Motion
14 to Expunge was preliminarily denied pending presentation of testimony and evidence at trial.
15 However, based upon the evidence, or lack of evidence, with respect to whether the owner ever
16 had notice of the Lien, there is a very good chance the entire Lien will be expunged. Conversely,
17 when the Court has all of the evidence in front of it, the Court may determine that Cashman has
18 been already paid for work performed by virtue of accepting a post-dated check from CAM, thus
19 eliminating its lien rights. Finally, the Court, after taking and analyzing the evidence, will
20 almost certainly reduce the Lien, given the proof of offsets that will be presented along with
21 proof of funds that Cashman has already recovered. Under any of these circumstances,
22 Defendants, not Cashman, would be entitled to an award of fees for the entire case. Thus, ruling
23 on the issue of fees and costs at this time is premature and Cashman's Motion should be denied
24 in its entirety.

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III. CONCLUSION

Accordingly, and based upon the foregoing, Defendants respectfully request this Court to deny the Motion in its entirety.

Dated this 20 day of June, 2013.

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



BRIAN W. BOSCH, ESQ.
Nevada Bar No. 7612
WILLIAM N. MILLER, ESQ.
Nevada Bar No. 11658
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

*Attorneys for Defendants West Edna, 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, Counterclaimant and
Crossclaimant; Defendants QH Las Vegas,
LLC; PQ Las Vegas, LLC; LWTIC Successor,
and FC/LW Vegas*

EXHIBIT A

1 **DECL**

2 BRIAN W. BOSCHEE, ESQ.

3 Nevada Bar No. 7612

4 E-mail: bboschee@nevadafirm.com

5 WILLIAM N. MILLER, ESQ.

6 Nevada Bar No. 11658

7 E-mail: 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*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 CASHMAN EQUIPMENT COMPANY, a
16 Nevada corporation,

17 Plaintiff,

18 v.

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

Defendants.

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

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

**DECLARATION OF BRIAN W.
BOSCHEE IN SUPPORT OF
OPPOSITION TO CASHMAN
EQUIPMENT COMPANY'S MOTION
FOR AWARD OF ATTORNEY'S FEES
AND COSTS PURSUANT TO NRS
108.2275**

Hearing Date: July 11, 2013

Hearing Time: 9:00 a.m.

1	Counterclaimant.
2	v.
3	CASHMAN EQUIPMENT COMPANY, a
4	Nevada corporation,
5	Counterdefendant.
6	WEST EDNA ASSOCIATES, LTD. dba
7	MOJAVE ELECTRIC, a Nevada corporation,
8	Crossclaimant,
9	v.
10	CAM CONSULTING, INC., a Nevada
11	corporation; ANGELO CARVALHO, an
12	individual,
13	Crossdefendants.

14 I, Brian W. Boschee, Esq. hereby declare under penalty of perjury as follows:

15 1. I am over the age of eighteen (18) years and I am competent to make this
 16 declaration. Except where stated on information and belief, I have personal knowledge of the
 17 facts set forth herein and if called upon to testify, I could and would do so.

18 2. I am an attorney duly licensed to practice law in the State of Nevada and a
 19 shareholder with the law firm of Cotton, Driggs, Walch, Holley, Woloson & Thompson ("Cotton
 20 Driggs"), counsel of records for Defendants/Counterclaimants WESTERN SURETY
 21 COMPANY, a surety ("Western"), and WEST EDNA ASSOCIATES, LTD. dba MOJAVE
 22 ELECTRIC, a Nevada corporation ("Mojave") (Western and Mojave will collectively be referred
 23 to as the "Defendants") in the above entitled action.

24 3. I make this declaration in support of Defendants' Opposition to Cashman
 25 Equipment Company's Motion for Award of Attorney's Fees and Costs pursuant to NRS
 26 108.2275 (the "Opposition").

27 4. I am making this declaration based on my personal knowledge of the facts and
 28 matters of this action.

5. This action was commenced on July 3, 2011 relating to Cam Consulting, Inc.'s
 ("CAM") failure to issue payment to Cashman Equipment Company ("Cashman") for equipment
 provided on the Project (defined in the Opposition).

1 6. After three amended complaints were filed, Defendants filed their Motion to
2 Expunge or Reduce Mechanic's Lien (the "Motion to Expunge") on September 17, 2012,
3 requesting this Court to expunge the notice of lien at issue (the "Lien").

4 7. On November 9, 2012, this Court heard arguments relating to the Motion to
5 Expunge and continued the Motion to Expunge to, eventually, April 16, 2013. The Court
6 continued this hearing "to allow parties to conduct discovery to develop evidence relevant to the
7 notice issue" and also requested that supplemental pleadings relating to the Motion to Expunge
8 be filed a few weeks prior to the hearing.

9 8. After supplements were filed, this Court heard oral arguments on April 16, 2013
10 relating to: (1) the Motion to Expunge; (2) Defendants' Motion for Summary Judgment of Surety
11 Payment and License Bond Claims; (3) Cashman's Countermotion for Summary Judgment; and
12 (4) Cashman's Motion for Summary Judgment on the payment bond claim.

13 9. All four of these aforementioned pleadings relate to what damages, if any, are
14 owed to Cashman and are thus valid to include in the Lien, who received notice of the Lien, and
15 also the validity of the Lien.

16 10. At the April 16, 2013 hearing, the Court denied without prejudice all four of these
17 aforementioned pleadings and orders were subsequently filed with this Court.

18 11. Specifically, the Court determined there were genuine issues of material fact with
19 the Lien, including, but not limited to, whether the Lien was excessive, whether the owner of the
20 Project ever had notice of the Lien, and the validity of the Lien, and thus, the Court essentially
21 continued consideration of these issues to trial.

22 12. The Court never made a final determination at the April 16, 2013 hearing that the
23 Lien was "not frivolous, was made with reasonable cause and the amount was not excessive."

24 13. Specifically, the Court articulated that it wanted to hear testimony relating to
25 whether the owner ever had notice of the Lien and how much the Lien should be reduced to
26 Cashman recovering funds from other sources and due to valid offsets that Defendants can
27 establish.

28 ...

14. Since the Court essentially punted on any and all issues relating to the Lien to trial, Defendants respectfully request that the Motion be denied in its entirety and that this Court deny Cashman's request for attorneys' fees and costs.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 20 day of June, 2013.


BRIAN W. BOSCH, ESQ.

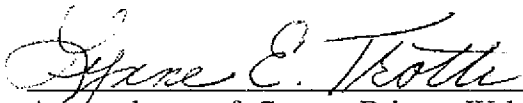
1 **CERTIFICATE OF MAILING**

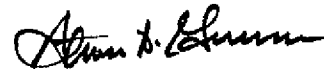
2 I HEREBY CERTIFY that, on the 20th day of June, 2013 and pursuant to NRCP 5(b), I
3 deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **OPPOSITION**
4 **TO CASHMAN EQUIPMENT COMPANY'S MOTION FOR AWARD OF**
5 **ATTORNEY'S FEES AND COSTS PURSUANT TO NRS 108.2275**, postage 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
13 Las Vegas, Nevada 89123
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
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CLERK OF THE COURT

RPLY

Jennifer R. Lloyd, Esq.
Nevada Bar No. 9617
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Nevada Bar No. 10928

PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 290
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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; TRAVELERS
CASUALTY AND SURETY COMPANY OF
AMERICA, a surety; QH LAS VEGAS LLC,
a foreign limited liability company; PQ LAS
VEGAS, LLC, a foreign limited liability
company; L W T I C SUCCESSOR LLC, an
unknown limited liability company; FC/LW
VEGAS, a foreign limited liability company;
DOES 1 - 10, inclusive; and ROE
CORPORATIONS 1 - 10, inclusive;

Defendants.

Case No.: A642583
Dept. No.: 32

**CASHMAN EQUIPMENT COMPANY'S
REPLY IN SUPPORT OF MOTION FOR
AWARD OF ATTORNEY'S FEES AND
COSTS PURSUANT TO NRS 108.2275**

Date: July 11, 2013

Time: 9:00 a.m.

PEZZILLO LLOYD
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Las Vegas, Nevada 89119
Tel. 702 233-4225

1 AND ALL RELATED MATTERS.

2 **CASHMAN EQUIPMENT COMPANY'S MOTION FOR**
3 **AWARD OF ATTORNEY'S FEES AND COSTS PURSUANT TO NRS 108.2275**

4 Plaintiff, CASHMAN EQUIPMENT COMPANY ("Cashman"), respectfully submits
5 the following Reply in Support of its Motion for Award of Attorney's Fees and Costs
6 Pursuant to NRS 108.2275. This Reply is supported by the following Memorandum of Points
7 and Authorities, the exhibits attached hereto, the Court's file herein and any evidence adduced
8 at the hearing to be held.

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I.**

11 **INTRODUCTION**

12 Cashman has filed a motion seeking a mandatory award of fees and costs related to the
13 Motion to Expunge Mechanic's Lien brought by Defendants, WEST EDNA ASSOCIATES,
14 LTD., dba MOJAVE ELECTRIC ("Mojave") and WESTERN SURETY COMPANY
15 ("Western") (herein after collectively "Defendants") on or about September 17, 2012. The
16 mechanic's lien recorded by Cashman reflected materials provided to the New Las Vegas City
17 Hall project, located in Las Vegas, Nevada (the "Property"). Cashman recorded its lien on
18 June 22, 2011 as Instrument No. 20110622/0002156 after failing to receive payment for the
19 materials it supplied to the Property. After having reviewed extensive briefing and having
20 accepted oral argument the Court ruled that the mechanic's lien recorded by Cashman was not
21 frivolous, was made with reasonable cause and the amount stated therein was not excessive.
22 See Order Denying Motion to Expunge or Reduce Lien, a copy of which is attached hereto as
23 Exhibit "1". As set forth in the moving papers, as well as herein, the provisions of NRS
24 108.2275(6) mandate an award of attorneys' fees in favor of Cashman. Defendants'
25 Opposition is based solely upon the claim that the Court "punted" on the issue place before it
26 as the Court did not reach the ultimate issue in the matter, namely, whether Cashman should
27
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1 collect upon the amount liened for. As set forth herein, this argument is fundamentally flawed
2 as the Opposition ignores the plain and unambiguous language of NRS 108.2275(6) which
3 mandates an award of fees and costs when a lien is found not to have been frivolous.
4 Defendants confuse the interlocutory nature of NRS 108.2275 with a final judgment upon the
5 merits. NRS 108.2275 governs at the time a motion to expunge is brought before the court,
6 by contrast, NRS 108.237 governs the award of attorneys' fees after a final proceeding upon
7 the merits. The instant motion for attorneys' fees and costs is brought pursuant to NRS
8 108.2275, not NRS 108.237. Adopting Defendants' interpretation of the governing statutes
9 would result in an absurdity and would fail to give effect to the plain and unambiguous
10 language adopted by the legislature. Accordingly, the Court should grant the pending motion
11 and award the requested fees and costs.
12

13 II.

14 ARGUMENTS AND AUTHORITIES

15 Cashman is entitled to a statutory award of attorneys' fees and costs pursuant to NRS
16 108.2275. Specifically, NRS 108.2275(6) provides as follows:

17 If, after a hearing on the matter, the court determines that:

18 (c) The notice of lien is not frivolous and was made with
19 reasonable cause or that the amount of the notice of lien is not
20 excessive, the court shall make an order awarding costs and
21 reasonable attorney's fees to the lien claimant for defending the
motion.

22 The plain language of the statute does not require the Court to make a determination as to the
23 ultimate validity of the mechanic's lien, but rather, requires that the Court make only a
24 threshold determination regarding whether or not the mechanic's lien is frivolous. This is
25 comparable to the role played by a motion to dismiss for failure to state a claim pursuant to
26 NRCP 12(b)(5). Indeed, the plain language of NRS 108.2275 does not allow for the Court to
27 reach the ultimate issue of the validity and amount of the mechanic's lien, but rather, only
28

1 empowers the Court to eliminate or amend those liens which are made without reasonable
2 cause or which are established as being overstated. The Nevada Supreme Court has
3 previously held that motions brought pursuant to NRS 108.2275 are interlocutory in nature,
4 and constitute an exception to the general rule that orders are not deemed final until the
5 conclusion of an action. *Yonker Construction v. Hulme*, 248 P.3d 313, 314 (Nev. 2010).
6 Additionally, the Court held that pursuant to NRS 108.2275(8), an order expunging a
7 mechanic's lien was immediately appealable in derogation of the typical rule requiring a final
8 judgment prior to an appeal being permitted. *Id.* Importantly, the Court held that the award
9 of attorneys' fees was mandatory, unlike prior versions of NRS 108.2275 which gave the
10 district court discretion as to whether or not to award attorneys' fees. *Id.*

11 To adopt the position of Defendants would necessarily result in every motion to
12 expunge brought pursuant to NRS 108.2275 being treated as a full-blown trial upon the
13 merits. This position contravenes the purpose of NRS 108.2275. The mechanic's lien
14 claimant is not required to "prove up" the lien in its entirety as that takes place either through
15 the filing of a dispositive motion or at the time of trial. In fact, the Supreme Court has
16 previously held that the scope of hearing conducted pursuant to NRS 108.2275 is limited in
17 nature as the district court is limited to making one of three holdings: 1) If the lien is
18 frivolous the Court may expunge the lien; 2) if the lien is overstated the court may reduce the
19 lien; or, 3) if the lien is not overstated or frivolous then the court may award the lien claimant
20 attorneys' fees (applying pre-amended version of NRS 108.2275). *See Crestline Investment v.*
21 *Lewis*, 119 Nev. 365 (2003). The Supreme Court held that the district was without authority
22 to add an amount to the mechanic's lien if it was understated. *Id.* at 371. The Court would be
23 empowered to do so however at the time of trial upon the foreclosure of the mechanic's lien.
24 *Id.* citing NRS 108.229(1). As seen, NRS 108.2275 was never intended to reach the ultimate
25 issue of enforceability, nevertheless, the Nevada Legislature mandated an award of fees to
26 lien claimants who successfully defeat a motion brought seeking expungement.

1 Further bolstering this claim is the fact that the plain language of the Nevada statutes
2 establish two separate means by which a mechanic's lien claimant such as Cashman, may be
3 awarded attorneys' fees, the first being interlocutory and the second being upon a final
4 determination of lien validity and value. The first, interlocutory manner, as set forth above is
5 pursuant to the provisions of NRS 108.2275(6) when a mechanic's lien claimants successfully
6 defends a motion brought by another party seeking to expunge the lien. It is worth noting that
7 NRS 108.2275 is clearly not meant to be a mechanism for determining final value or even
8 validity of the lien as only a party seeking to expunge the lien may bring the motion, and by
9 contrast, a mechanic's lien claimant could not bring a motion pursuant to NRS 108.2275
10 seeking an expedited hearing upon the merits regarding the final prove-up of its lien.

11 The second manner by which a mechanic's lien claimant may be awarded attorney's
12 fees is pursuant to NRS 108.237 which mandates an award of attorney's fees upon the
13 successful completion of a mechanic's lien foreclosure action. NRS 108.237 states as
14 follows:

15 The court shall award to a prevailing lien claimant, whether on its lien or on a
16 surety bond, the lienable amount found due to the lien claimant by the court and
17 the cost of preparing and recording the notice of lien, including, without
18 limitation, attorney's fees, if any, and interest.

19 It would be absurd to conclude that the Legislature would create two manners for a lien
20 claimant to seek an award of attorneys' fees under different circumstances if it intended fees
21 to only be awarded in the event of a full and final adjudication of the merits. If Defendants'
22 position was adopted, NRS 108.2275(6)'s provisions mandating attorney's fees for lien
23 claimants would be superfluous as the Court would never be empowered to grant attorneys'
24 fees to a successful lien claimant as NRS 108.2275 does not address the validity or final,
25 lienable amount of the mechanic's lien. Instead, the Legislature amended NRS 108.2275 and
26 made an award of attorneys' fees and costs mandatory, whereas previously the district court
27
28

1 had discretion to award such fees. *Yonker, supra*. The court in *Yonker* also held that although
2 an order entered pursuant to NRS 108.2275(6) is immediately appealable, such appeal would
3 not be ripe until the district court entered an order regarding attorneys' fees. *Id.*

4 The fees and costs incurred were necessary and reasonable. As established by the
5 Nevada Supreme Court below:

6 In Nevada, "the method upon which a reasonable fee is
7 determined is subject to the discretion of the court," which "is
8 tempered only by reason and fairness." Accordingly, in
9 determining the amount of fees to award, the court is not limited
10 to one specific approach; its analysis may begin with any method
11 rationally designed to calculate a reasonable amount, including
12 those based on a "lodestar" amount or a contingency fee. We
13 emphasize that, whichever method is chosen as a starting point,
14 however, the court must continue its analysis by considering the
15 requested amount in light of the factors enumerated by this court
16 in *Brunzell v. Golden Gate National Bank*...

17 *Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 864-865 (2005). The factors
18 relevant to determining the reasonableness of an award of attorneys' fees and costs are to
19 include: (1) the qualities of the advocate: his ability, his training, education, experience,
20 professional standing and skill; (2) the character of the work to be done: its difficulty, its
21 intricacy, its importance, time and skill required, the responsibility imposed and the
22 prominence and character of the parties where they affect the importance of the litigation; (3)
23 the work actually performed by the lawyer: the skill, time and attention given to the work; and
24 (4) the result: whether the attorney was successful and what benefits were derived. *See*
25 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969).

26 Defendants only argument with regard to the factors to be considered is that the
27 specific invoices have not been produced which would demonstrate that the amount billed
28 was attributable to the motion to expunge as opposed to other issues pending in this action.
29 Defendants do not take issue with the outcome achieved, the importance of the issue decided
30 or the qualifications of counsel. Defendants likewise do not claim that the amount sought is

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1 unreasonable on its face. To the extent the Court wishes to review the specific invoices it is
2 respectfully requested that those invoices be produced for an in camera review as the current
3 action remains pending. Disclosure of the invoices would necessarily disclose attorney client
4 privileged and work product information relating to matters other than the specific motion at
5 hand. However, it is submitted that the sworn affidavit of Jennifer Lloyd, Esq., offered in
6 support of the Motion, suffices to demonstrate that the fees were incurred exclusively in
7 defending and prevailing on Defendants' Motion to Expunge.

8
9 **III.**

10 **CONCLUSION**

11 For the reasons set forth herein, Cashman respectfully requests that this Court grant its
12 Motion for Award of Attorney's Fees and Costs pursuant to NRS 108.2275.

13
14 DATED: July 2, 2013

PEZZILLO LLOYD

15
16 By: 

Brian J. Pezzillo, Esq.
Nevada Bar No. 7136
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Attorneys for Plaintiff,
Cashman Equipment Company

CERTIFICATE OF SERVICE

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 9th day of July, 2013, a true and correct copy of the foregoing document, **CASHMAN EQUIPMENT COMPANY'S REPLY IN SUPPORT OF MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS**, was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

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

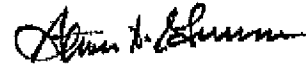
Attorneys for Whiting Turner Contracting, Mojave Electric LV, LLC, Western Surety Company and Fidelity and Deposit Company of Maryland

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

EXHIBIT 1


CLERK OF THE COURT

1 **NEOJ**

Jennifer R. Lloyd, Esq.

2 Nevada Bar No. 9617

Marisa L. Maskas, Esq.

3 Nevada Bar No. 10928

4 **PEZZILLO LLOYD**

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5 Las Vegas, Nevada 89119

Tel: (702) 233-4225

6 Fax: (702) 233-4252

7 *Attorneys for Plaintiff,*

Cashman Equipment Company

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

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

13 **Plaintiff,**

14 **vs.**

Case No.: A642583

Dept. No.: 32

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
20 ELECTRIC, a Nevada corporation;
21 WESTERN SURETY COMPANY, a
22 surety; THE WHITING TURNER
23 CONTRACTING COMPANY, a Maryland
24 corporation; FIDELITY AND DEPOSIT
25 COMPANY OF MARYLAND, a surety;
26 TRAVELERS CASUALTY AND SURETY
27 COMPANY OF AMERICA, a surety; QH
LAS VEGAS LLC, a foreign limited
liability company; PQ LAS VEGAS, LLC, a
foreign limited liability company; I. W. T. I. C.
SUCCESSOR LLC, an unknown limited
liability company; FC/LW VEGAS, a
foreign limited liability company; DOES 1 -
10, inclusive; and ROB CORPORATIONS 1

**NOTICE OF ENTRY OF ORDER
DENYING WESTERN SURETY
COMPANY AND WEST EDNA
ASSOCIATES, LTD, dba MOJAVE
ELECTRIC'S MOTION TO EXPUNGE
OR REDUCE MECHANIC'S LIEN**

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PEZZILLO LLOYD

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

1 - 10, inclusive;

2 Defendants.

3 AND ALL RELATED MATTERS.
4

5
6 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

7 PLEASE TAKE NOTICE that the ORDER DENYING WESTERN SURETY
8 COMPANY AND WEST EDNA ASSOCIATES, LTD, dba MOJAVE ELECTRIC'S
9 MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN was entered in the above
10 entitled matter and filed on May 3, 2013, a copy of which is attached hereto.

11 DATED: May 6, 2013

PEZZILLO LLOYD

12
13
14 By: 

15 Jennifer R. Lloyd, Esq.
16 Nevada Bar No. 9617
17 Marisa L. Maskus, Esq.
18 Nevada Bar No. 10928
19 6725 Via Austi Parkway, Suite 290
20 Las Vegas, Nevada 89119
21 Tel: (702) 233-4225
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23 Attorneys for Plaintiff,
24 Cashman Equipment Company
25
26
27
28

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CERTIFICATE OF SERVICE

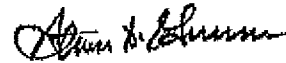
The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 6th day of May, 2013, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF ORDER DENYING WESTERN SURETY COMPANY AND WEST EDNA ASSOCIATES, LTD, dba MOJAVE ELECTRIC'S MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN**, was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

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

Edward S. Coleman, Esq.
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Attorneys for Janel Rennie aka Janel Carvalho and Linda Dugan

Keen L. Ellsworth, Esq.
ELLSWORTH, BENNION & ERICSSON, 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

1 **ORDER**

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**
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11 jlloyd@pezzillolloyd.com
12 mmaskas@pezzillolloyd.com
13 *Attorneys for Plaintiff,*
14 *Cashman Equipment Company*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **CASHMAN EQUIPMENT COMPANY, a**
18 **Nevada corporation,**

19 **Plaintiff,**

20 **vs.**

21 **Case No.: A642583**
22 **Dept. No.: 32**

23 **Consolidated with Case No.: A653029**

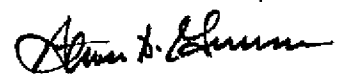
24 **GAM CONSULTING INC., a Nevada**
25 **corporation; ANGLO CARVALHO, an**
26 **individual; JANEL RENNIE aka JANEL**
27 **CARVALHO, an individual; WEST EDNA**
28 **ASSOCIATES, LTD., dba MOJAVE**
ELECTRIC, a Nevada corporation;
WESTERN SURETY COMPANY, a
surety; THE WHITING TURNER
CONTRACTING COMPANY, 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; PC/LW VEGAS, a

ORDER DENYING WESTERN SURETY
COMPANY AND WEST EDNA
ASSOCIATES, LTD, dba MOJAVE
ELECTRIC'S MOTION TO EXPUNGE
OR REDUCE MECHANIC'S LIEN

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20

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CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Case No. A642583

Dept No. 32

Plaintiff,

vs.

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

Defendants.

ORDER SETTING CIVIL NON-JURY TRIAL, PRE-TRIAL/CALENDAR CALL

IT IS HEREBY ORDERED THAT:

A. The above entitled case is set for trial on a five week stack to begin, on **Monday, October 7, 2013**, at 1:30 P.M.

B. A Pre-Trial/Calendar Call with the designated attorney and/or parties in proper person will be held on **Thursday, September 19, 2013**, at 11:00 A.M. As a courtesy to counsel and parties, please note that Calendar Call for Department 32 is scheduled to be held in courtroom 3C, however, please check courthouse monitors for any change in location.

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SEP 06 2013

CLERK OF THE COURT

JA 00002488

1 C. The Pre-trial Memorandum must be filed prior to the Pre-Trial/Calendar Call, with a
2 courtesy copy delivered to Department 32 Chambers. All parties, (Attorneys and parties in Proper
3 Person) must comply with EDCR 2.67.

4 D. All discovery deadlines, deadlines for filing dispositive motions and motions to
5 amend the pleadings or add parties are controlled by the previously issued Scheduling Order.

6 E. Pursuant to EDCR 2.35, a motion to continue trial due to any discovery issues or
7 deadlines must be made before the Discovery Commissioner.

8 F. Pursuant to EDCR 2.47, all motions in limine to exclude or admit evidence must be
9 in writing and filed not less than 45 days prior to the date set for trial and must be heard not less than
10 14 days prior to trial.

11 Orders shortening time will not be signed except in extreme emergencies and an upcoming
12 trial date is not considered an extreme emergency in this context.

13 Failure of the designated trial attorney or any party appearing in proper person to
14 appear for any court appearances or to comply with this Order shall result in any of
15 the following: (1) dismissal of the action (2) default judgment; (3) monetary
sanctions; (4) vacation of trial date; and/or any other appropriate remedy or sanction.

16 Counsel must advise the Court immediately when the case settles or is otherwise resolved
17 prior to trial. A Stipulation which terminates a case by dismissal shall also indicate whether a
18 Scheduling Order has been filed and if a trial date has been set, and the date of that trial. A copy
19 should be given to Chambers.

20 DATED: September 5, 2013

21 
22 Rob Bare
23 Judge, District Court, Department 32
24
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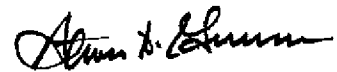
CERTIFICATE OF SERVICE

I hereby certify that on or about the date e-filed, this document was mailed or a copy of this Order was placed in the attorney's folder or mailed to the proper person as follows:

Jennifer Lloyd-Robinson, Esq.
Brian Boshee, Esq.
Edward Coleman, Esq.
Keen Ellsworth, Esq.



Tara Duenas
Judicial Executive Assistant



CLERK OF THE COURT

1 **CCAN**

2 Jennifer R. Lloyd, Esq.

3 Nevada Bar No. 9617

4 Marisa L. Maskas, Esq.

5 Nevada Bar No. 10928

6 **PEZZILLO LLOYD**

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9 Tel: (702) 233-4225

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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;
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA, a surety; QH
LAS VEGAS LLC, a foreign limited
liability company; PQ LAS VEGAS, LLC, a
foreign limited liability company; L W T I C
SUCCESSOR LLC, an unknown limited
liability company; FC/LW VEGAS, a
foreign limited liability company; DOES 1 -

Case No.: A642583

Dept. No.: 32

(Consolidated Case No. A653029)

CASHMAN EQUIPMENT COMPANY's
RESPONSE TO DEFENDANT, WEST
EDNA ASSOCIATES, LTD., dba
MOJAVE ELECTRIC's
COUNTERCLAIM

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

10, inclusive; and ROE CORPORATIONS 1
- 10, inclusive;
Defendants.

AND ALL RELATED MATTERS.

CASHMAN EQUIPMENT COMPANY's RESPONSE TO
DEFENDANT, WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC's
COUNTERCLAIM

COMES NOW, CASHMAN EQUIPMENT COMPANY ("Cashman" or
"Counterdefendant"), by and through its attorneys of record, PEZZILLO LLOYD, and
hereby files its Answer to WEST EDNA ASSOCIATES, LTD., dba MOJAVE ELECTRIC's
(hereinafter "Counterclaimant") Counterclaim, and hereby admits, denies and alleges as
follows:

1. Cashman is without sufficient information to either answer or deny the
allegations contained in the following paragraphs of Counterclaimant's Counterclaim: 1, 3, 7,
8, 9, 17, 24, 30.

2. Cashman admits to the following allegation contained Counterclaimant's
Counterclaim: 2.

3. Cashman denies the allegations contained in the following paragraphs of
Counterclaimant's Counterclaim: 5, 6, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27,
29, 31, 32, 33 and 34.

4. Cashman repeats, realleges and incorporates its admissions, denials and/or
other responses to the allegations set forth in the following paragraphs of Counterclaimant's
Counterclaim: 4, 16, 23 and 28.

5. Cashman denies that Counterclaimant is entitled to any of the relief requested
in their prayer for relief.

AFFIRMATIVE DEFENSES

1
2 1. The allegations of the Counterclaim not specifically admitted are hereby
3 denied.

4 2. The Counterclaim, and each and every allegation thereof, fails to state facts
5 sufficient to constitute a claim against this answering Counterdefendant.

6 3. There is no contract between Counterclaimant and Counterdefendant.

7 4. Defendant Cam Consulting Inc. acted as agent of Counterclaimant Mojave.

8 5. Counterclaimant's claims and damages, if any, are proximately and legally
9 caused by parties over whom Counterdefendant had no control.

10 6. Counterclaimant's claims are barred under the equitable theory of unclean
11 hands.

12 7. The Counterclaim is barred by the doctrine of waiver.

13 8. Counterclaimant's claims are barred under the equitable theory of estoppel.

14 9. Counterclaimant's claims are barred under the equitable theory of laches.

15 10. Counterclaimant's claims and damages, if any, have been willfully and
16 intentionally overstated and Counterclaimant's claims are therefore barred by
17 Counterclaimant's own malfeasance and misfeasance.

18 11. Counterclaimant's damages, if any, are caused by their own actions, errors or
19 omissions, thereby releasing and discharging Counterdefendant from any liability whatsoever
20 to Counterclaimant.

21 12. Counterclaimant is not entitled to the damages that it is seeking.

22 13. Counterclaimant's damages, if any, are subject to offset.

23 14. Counterclaimant's pursuit of its claims against Counterdefendant, under the
24 circumstances of this matter, is a violation of the covenant of good faith and fair dealing
25 implied in all of their agreements, barring it from recovery against them in this action.
26
27
28

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1 15. Counterclaimant brings forth its claims in bad faith, with an ulterior motive to
2 harass Counterdefendants, abuse the litigation process and raise frivolous and unfounded
3 claims against Counterdefendants causing damage to Counterdefendant.

4 16. This answering Counterdefendant has not had sufficient time to prepare and
5 obtain sufficient facts to determine all potential affirmative defenses pursuant to NRCp 11.
6 Therefore, this answering Counterdefendant reserves the right to amend these affirmative
7 defenses as additional facts are obtained and/or additional affirmative facts are discovered.

8
9 DATED: September 12, 2013

PEZZILLO LLOYD

10
11 By: 

Jennifer R. Lloyd, Esq.
Nevada State Bar # 9617
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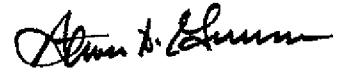
CERTIFICATE OF SERVICE

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on Sept. 12, 2013, a true and correct copy of the foregoing document, CASHMAN EQUIPMENT COMPANY's RESPONSE TO DEFENDANTS' COUNTERCLAIM was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

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

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


An employee of PEZZILLO LLOYD



CLERK OF THE COURT

ORDER

Jennifer R. Lloyd, Esq.
Nevada Bar No. 9617
Marisa L. Maskas, Esq.
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PEZZILLO LLOYD
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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; TRAVELERS
CASUALTY AND SURETY COMPANY OF
AMERICA, a surety; QH LAS VEGAS LLC,
a foreign limited liability company; PQ LAS
VEGAS, LLC, a foreign limited liability
company; L W T I C SUCCESSOR LLC, an
unknown limited liability company; FC/LW
VEGAS, a foreign limited liability company;
DOES 1 - 10, inclusive; and ROE
CORPORATIONS 1 - 10, inclusive;

Defendants.

CASE NO.: A642583
DEPT. NO.: 32

**ORDER GRANTING CASHMAN
EQUIPMENT COMPANY'S MOTION
FOR AWARD OF ATTORNEY'S FEES
AND COSTS PURSUANT TO NRS
108.2275**

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1 AND ALL RELATED MATTERS.

2 **ORDER GRANTING CASHMAN EQUIPMENT COMPANY'S MOTION FOR**
3 **AWARD OF ATTORNEY'S FEES AND COSTS PURSUANT TO NRS 108.2275**

4 CASHMAN EQUIPMENT COMPANY'S MOTION FOR AWARD OF ATTORNEY'S
5 FEES AND COSTS PURSUANT TO NRS 108.2275, having been heard by the Court on July
6 11, 2013 at 9:00 a.m.; Brian J. Pezzillo, Esq., appearing on behalf of Plaintiff, CASHMAN
7 EQUIPMENT COMPANY; and Brian Boschee, Esq., appearing on behalf of Defendants
8 WHITING TURNER CONTRACTING, WEST EDNA ASSOCIATES, LTD, dba MOJAVE
9 ELECTRIC LV, LLC, WESTERN SURETY COMPANY, FIDELITY AND DEPOSIT
10 COMPANY OF MARYLAND, QH LAS VEGAS, LLC, PQ LAS VEGAS, LLC, LWTIC
11 SUCCESSOR LLC AND FC/LW VEGAS. The Court having reviewed the Motion,
12 Opposition and Reply, and having heard argument and being fully advised finds as follows:

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that CASHMAN
14 EQUIPMENT COMPANY'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS
15 PURSUANT TO NRS 108.2275 is GRANTED in the amount of \$9,513.25 for attorneys' fees
16 and \$651.91 in costs, for a total of \$10,165.16.

17 DATED this 19 day of Sept, 2013.

18 
19 District Court Judge

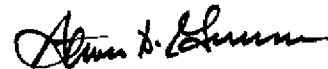
20 Submitted by:

21 PEZZILLO LLOYD

ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

22
23 By: 

24 Jennifer R. Lloyd, Esq.
25 Nevada Bar No. 9617
26 6725 Via Austi Parkway, Suite 290
27 Las Vegas, Nevada 89119
28 *Attorneys for Plaintiff,*
Cashman Equipment Company



CLERK OF THE COURT

1 **NEO**

Jennifer R. Lloyd, Esq.

2 Nevada Bar No. 9617

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7 *Attorneys for Plaintiff,*

Cashman Equipment Company

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

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

13 **Plaintiff,**

14 **vs.**

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**
20 **ELECTRIC, a Nevada corporation;**
21 **WESTERN SURETY COMPANY, a**
22 **surety; THE WHITING TURNER**
23 **CONTRACTING COMPANY, a Maryland**
24 **corporation; FIDELITY AND DEPOSIT**
25 **COMPANY OF MARYLAND, a surety;**
26 **DOES 1 - 10, inclusive; and ROE**
27 **CORPORATIONS 1 - 10, inclusive;**

28 **Defendants.**

Case No.: A642583

Dept. No.: 32

**NOTICE OF ENTRY OF ORDER
GRANTING CASHMAN EQUIPMENT
COMPANY'S MOTION FOR AWARD OF
ATTORNEY'S FEES AND COSTS
PURSUANT TO NRS 108.2275**

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 **ORDER GRANTING CASHMAN EQUIPMENT**
2 **COMPANY'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS**
3 **PURSUANT TO NRS 108.2275** was entered in the above entitled matter and filed on
4 September 20, 2013, a copy of which is attached hereto.

6 DATED: September 24, 2013

PEZZILLO LLOYD

By: 

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CERTIFICATE OF SERVICE

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 24th day of September, 2013, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF ORDER GRANTING CASHMAN EQUIPMENT COMPANY'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS PURSUANT TO NRS 108.2275**, 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:

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

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An employee of PEZZILLO LLOYD

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EXHIBIT C

DISTRICT COURT
CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY,)
a Nevada corporation,)
)
Plaintiff,)
) CASE NO. A642583
vs.) DEPT. NO. 32
) (Consolidated with 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; DOES)
1-10, inclusive; and ROE)
CORPORATIONS 1-10,)
inclusive,)
)
Defendants.)
)
AND RELATED MATTERS.)
)

DEPOSITION OF SHANE NORMAN
THURSDAY, AUGUST 16, 2012
9:43 A.M.

AT 400 SOUTH FOURTH STREET, THIRD FLOOR
LAS VEGAS, NEVADA

REPORTED BY: MICHELLE R. FERREYRA-MAREZ, CCR No. 876
JOB NO. 163701

1 DEPOSITION OF SHANE NORMAN,
2 taken at 400 South Fourth Street, Third Floor,
3 Las Vegas, Nevada, on THURSDAY, AUGUST 16, 2012, at
4 9:43 a.m., before Michelle R. Ferreyra-Marez, Certified
5 Court Reporter, in and for the State of Nevada.

6 APPEARANCES:

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13 Western Surety Company, The Whiting Turner Contracting
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I N D E X

WITNESS: SHANE NORMAN

EXAMINATION

PAGE

Examination By Mr. Boschee

4

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1 LAS VEGAS, NEVADA, THURSDAY, AUGUST 16, 2012;

2 9:43 A.M.

3 -000-

4 (In an off-the-record discussion held prior to the
5 commencement of the deposition proceedings, counsel
6 agreed to waive the court reporter requirements under
7 Rule 30(b)(4) of the Nevada Rules of Civil Procedure.)

8 Whereupon,
9

10 SHANE NORMAN,
11 having been first duly sworn to testify to the truth,
12 the whole truth and nothing but the truth, was examined
13 and testified as follows:

14
15 EXAMINATION

16 BY MR. BOSCHEE:

17 Q. Good morning, could you please state and spell
18 your last name for the record?

19 A. Shane Norman, S-h-a-n-e, N-o-r-m-a-n.

20 Q. And you are appearing today pursuant to a
21 request we made of your counsel for the person most
22 knowledgeable from Cashman Equipment; is that correct?

23 A. That is true.

24 Q. My name is Brian Boschee. I'm counsel for a
25 bunch of the defendants, particularly Mojave, Whiting

1 Turner, in the litigation filed in District Court. Go
2 ahead, I'm sorry.

3 A. Are you representing Mojave and Whiting Turner
4 and Forest City?

5 Q. Well, Whiting Turner, Mojave --

6 MS. BRISCOE: Fidelity.

7 MR. BOSCHEE: Fidelity. I'm trying to think
8 of all of the sureties.

9 MS. ROBINSON: All the sureties.

10 BY MR. BOSCHEE:

11 Q. All the sureties.

12 MS. BRISCOE: Not Forest City.

13 MR. BOSCHEE: No.

14 MS. ROBINSON: Forest City is out because of
15 the lien release.

16 BY MR. BOSCHEE:

17 Q. Right. And I'm not representing CAM or the
18 Carvalhos. They have separate counsel, Mr. Coleman.

19 A. Sure.

20 MR. COLEMAN: I represent Janel Rennie.

21 THE WITNESS: Okay.

22 MS. ROBINSON: But not Angelo Carvalho.

23 MR. COLEMAN: No.

24 MR. BOSCHEE: Right.

25 \\

1 BY MR. BOSCHEE:

2 Q. And I'm here for the deposition today that is
3 regarding the litigation that's been filed in the state
4 court I'm sure you are fairly familiar with. Let me
5 ask you right out of the gate, have you been deposed
6 before?

7 A. No.

8 Q. I'm sorry. Let me give you a quick rundown of
9 what we're going to do today. It's actually pretty
10 simple. I'm assuming that you're represented by
11 counsel, Ms. Robinson?

12 A. Yes.

13 Q. You may have gone through the ground rules
14 with her before this, but let me just run through a few
15 things. I'm going to ask you some questions. You are
16 going to provide answers, and the court reporter is
17 going to transcribe them. I don't want you to guess at
18 anything. If there's something that you don't know or
19 something you don't you understand, just tell me.
20 There's a good chance that's going to happen. Just
21 tell me, and I will do my best to clarify. And if you
22 don't know, you don't know. That said, I am entitled
23 to your best recollection of what you do remember about
24 the events that we're going to talk about. So to the
25 extent that you remember something, I am entitled to

1 that. Do you understand that?

2 A. Uh-huh.

3 Q. The oath that you just took from the court
4 reporter is the same oath that you would take in a
5 court of law. I think actually you may have just taken
6 last week in another hearing. It carries with it the
7 same duties and penalties that the oath would take in
8 court. Do you understand that?

9 A. Yes.

10 Q. I'm going to do my best to get a complete
11 transcript of the proceedings today, so it's important
12 that when I'm asking questions you not talk, and when
13 you are answering my questions, I not interrupt you,
14 because the court reporter can't transcribe us both
15 talking at the same time. Okay?

16 Also, the court reporter needs audible answers
17 so yes, no, or whatever. But like head nods and
18 shaking your head no, she can't transcribe that so. Do
19 you understand that?

20 A. Yeah.

21 Q. That ideally will give us a clear record.

22 Also, this is not meant to be an endurance
23 contest by any stretch of the imagination. I'll do my
24 best to get us out of here as efficiently as possible.
25 But if you need to take a break, get some water, get

1 something to drink, get a cookie, go to the restroom,
2 whatever you need to do, just let me know and we will
3 take a quick break and go off the record. I don't want
4 you to, you know, be uncomfortable because we're
5 putting you through the grinder here. This is not to
6 be that. Okay? Do you understand?

7 A. Okay, yes. No water boarding. Got you.

8 Q. Exactly.

9 Are you currently taking any medication that
10 will impede your ability to testify?

11 A. No.

12 Q. Is there any other reason why you wouldn't be
13 able to give your best testimony today?

14 A. No.

15 Q. There's also going to be times when counsel
16 or the other, I don't know about Mr. Coleman, but your
17 counsel may make an objection. I may make an objection
18 if Mr. Coleman is asking questions. Let the objection
19 play out. But unless your counsel instructs you not to
20 answer, most likely we'll be making the objection for
21 the record, and you will still have to answer the
22 question after the objections are finished. Okay?

23 A. Okay.

24 Q. Cool. I think that's about the end of the
25 introductory boring stuff.

1 Did you do anything to prepare for the
2 deposition this morning?

3 A. Not necessarily for this one, no.

4 Q. When you say "not necessarily for this one,"
5 did you review anything for anything else in the case?

6 A. Well, we were in court last week, and we have
7 CAM/Angelo Carvalho stuff going on as well, so --

8 Q. Right. And just so -- I know what you are
9 talking about, but I want to make sure that we have a
10 clear record of what you are talking about. The
11 proceeding in court last week was a prove-up hearing on
12 some damages against CAM and Carvalho; correct?

13 A. Yes.

14 Q. And you reviewed some documents in conjunction
15 with that hearing?

16 A. Uh-huh.

17 Q. What did you review?

18 A. Some documents, I mean, time lines, you know,
19 looked at the invoices, that kind of thing.

20 Q. Do you remember specifically any other
21 documents that you looked at?

22 A. I --I have a three ring binder with probably
23 about 300 pages in it, so --

24 Q. Okay.

25 A. -- just thumbed through them all.

1 Q. I'm sure the answer to this is yes because
2 I've seen hundreds and hundreds of pages of documents
3 for these. Of all the documents that you reviewed for
4 that hearing and then I would assume kind of spill over
5 into today, that's all stuff that's been produced in
6 this litigation; correct?

7 A. Yes.

8 Q. Other than counsel, did you talk to anybody
9 about the -- let's start with the prove-up hearing on
10 Friday, did you talk to anyone about that?

11 A. My attorney.

12 Q. Other than your attorney?

13 A. No.

14 Q. Did you talk to anybody about your deposition
15 today, about what -- you know, the subjects you were
16 going to testify about or anything?

17 A. Yeah. Other than my attorney, no.

18 Q. Other than the documents you looked at for the
19 prove-up hearing, did you look at anything else in
20 preparation for the deposition today, in the last five
21 days, I guess it has been?

22 A. No. I haven't reviewed the file.

23 Q. Well generally, what I'm going to be asking
24 you about, I'm sure you know, is the questions about
25 the City Hall project, generally --

1 A. Sure.

2 Q. -- and kind of how this whole thing
3 transpired. But first, I just want to get a little bit
4 of background with Cashman. What is your position with
5 Cashman?

6 A. My title is credit manager.

7 Q. I'm going to refer to your company as Cashman
8 going forward so I don't have to say the whole thing
9 out. How long have you been the credit manager?

10 A. Six and a half years.

11 Q. Did you have any positions with Cashman prior
12 to that?

13 A. No.

14 Q. Did you work as a credit manager with any
15 other company prior to coming to Cashman?

16 A. Yes.

17 Q. Who was that?

18 A. Komatsu Equipment Company. Spelled,
19 K-o-m-a-t-s-u.

20 Q. How long did you work there?

21 A. Three years.

22 Q. How long -- and I'll say construction
23 industry, generally, but you have been a credit manager
24 in the construction industry, how long have you been in
25 this field?

1 A. Fifteen years.

2 Q. And briefly, I mean, real Reader's Digest, I
3 mean, as brief as you can, give me your educational
4 background.

5 A. I graduated in finance from Utah State
6 University 15 years ago or so. I graduated from the
7 graduate school of Credit and Finance Management at
8 Dartmouth about two years ago. And I'm a certified
9 credit executive, which is the highest of three
10 certifications for credit managers.

11 Q. When did you get that certification?

12 A. At the same time I graduated from the graduate
13 school.

14 Q. So within the last couple of years?

15 A. Yeah. It's probably been two years now.

16 Q. The specific date is not important. I just
17 kind of want to get a general idea.

18 Walk me through, I have a pretty good idea,
19 but, again, for the record and just so we're clear,
20 what are your job responsibilities as a credit manager
21 for Cashman?

22 A. Extending lines of credit, maintaining those
23 lines of credit, collecting on receivables, reminding
24 customers who forget or fail to pay us, working out
25 complicated deals, including legal issues. I also

1 provide or facilitate retail financing options for our
2 customers who are purchasing our equipment.

3 Q. Okay.

4 A. Posting cash, a little bit of treasury
5 management. I have also been on the strategic planning
6 committee for our company.

7 Q. What is the strategic planning that you do
8 with your company? What do you do in conjunction with
9 that?

10 A. What our company is going to look like in ten
11 years, what we want to be.

12 Q. How many people are on that committee?

13 A. The executive level, 10 or so.

14 Q. Including you?

15 A. Actually, I'm -- I'm not on that committee
16 now. I was as of three months ago.

17 Q. Did you step down from the committee?

18 A. They decided to do it in a different fashion,
19 the president, so I'm out. How's that?

20 Q. They decided to take the executive in a
21 different direction?

22 A. Yes.

23 Q. I like that.

24 So over the entire six-plus years you have
25 worked as a credit manager for Cashman, those job

1 responsibilities have remained fairly static? They
2 have been what you have done?

3 A. Yes.

4 Q. I guess -- I'm trying to think of a good way
5 to say this. City Hall project, I'm going to refer to
6 construction project. You understand what I'm saying
7 when I say construction project?

8 A. Yes.

9 Q. How many projects like that have you been
10 involved in in Las Vegas in the six and a half years
11 with Cashman?

12 A. That's difficult to answer.

13 Q. Okay.

14 A. Every single one of our customers has anywhere
15 between one and, I don't know, 100 jobs at any one
16 given time. And we have 2000-plus active customers.

17 Q. Okay.

18 A. And so I'm involved in, you know, the credit
19 and finance side of things, not necessarily associated
20 with the job and project funding. For instance, like a
21 Mojave or Whiting Turner, that I'm involved in
22 entertaining the, you know, credit perils of our
23 customers as opposed to their jobs. So a lot.

24 Q. Yes.

25 A. But -- but not directly so.

1 Q. Let me see if I can clarify that. I think I
2 know what you are saying, and I probably asked a bad
3 question knowing what your company does, basically.
4 But whereas a lot of contractors and subcontractors
5 kind of deal project to project, you guys deal more
6 with customers who are working on different projects
7 all over the place. Is that a fair representation?

8 A. That is a fair statement.

9 Q. And many of those customers work on projects
10 in Las Vegas; is that right?

11 A. Yes.

12 Q. How many -- well, has Mojave Electric been a
13 customer of Cashman's?

14 A. Yes.

15 Q. On how many projects would you say?

16 A. I -- I -- I couldn't tell you. Mojave has
17 been a long-standing prominent customer of ours on the
18 power generation side of our business for a long time.

19 Q. Quite a few?

20 A. Yes.

21 Q. In fact, you have worked with Mojave Electric,
22 I mean, from the finance and credit side a number of
23 times in the last six and a half years; is that fair to
24 say?

25 A. Oh, yes.

1 Q. How about Whiting Turner?

2 A. Whiting Turner is a direct customer of ours as
3 well, but not -- not anywhere to the Mojave volume
4 levels.

5 Q. Fair to say that a company like Whiting Turner
6 is maybe one step removed and you deal with more like
7 the Mojaves and then they deal with Whiting more?

8 A. That is a fair statement, yes.

9 Q. And I'm going to ask -- we will get into more
10 detail on this later, but how about CAM, before this
11 project, have you ever dealt with them before?

12 A. No.

13 Q. How about Angelo Carvalho, have you ever dealt
14 with any entities that he was involved in before?

15 A. No.

16 Q. Or him personally?

17 A. No.

18 Q. He had personally never been a customer?

19 A. No.

20 Q. And I'm paraphrasing a little bit, but
21 obviously we had a situation with this project.

22 A. That's an understatement.

23 Q. I think that's a fair statement, but there was
24 an issue where there was a payment made and then
25 obviously you guys didn't get paid. Have you ever had

1 that type of problem with Mojave on any other project
2 in all the times they had been a customer of yours?

3 A. No.

4 Q. Were you having --

5 A. Well, let me -- let me -- let me restate that.

6 Q. Sure.

7 A. We have never had a Mojave check bounce.

8 Q. Okay.

9 A. Let's just say that, not clear the bank.

10 Q. How about a situation like this? And, again,
11 very specifically like this where, you know, materials
12 are supplied, Mojave pays somebody, and then you guys
13 are left kind of holding the bill, has anything like
14 that that you can recall ever happened?

15 A. With Mojave, no.

16 Q. How about Whiting Turner?

17 A. No.

18 Q. So with respect to a situation like what
19 happened here, this is kind of the first time that
20 that's ever happened with Mohave as a customer fair?

21 A. Fair.

22 Q. Now on this project, as I understand it,
23 Cashman had a contract directly with CAM; is that
24 right?

25 A. It -- that's not a clear and concise yes or no

1 because that's debatable.

2 Q. Well, I guess I'll let you go ahead -- I'm not
3 trying to trick you.

4 A. Right.

5 Q. Explain to me what your understanding of the
6 relationship between Cashman and CAM and then
7 ultimately Mojave was?

8 A. Initially, our quotes and the job that we
9 quoted that we provided all the information was
10 directly to Mojave. I don't know exactly how long that
11 process was, but it was greater than six months.

12 Q. Okay.

13 A. In preparation for the project coming up. We
14 obviously won the bid. I don't know at what point in
15 time, but it is my understanding that just before
16 invoicing CAM, Angelo Carvalho came up as a result of
17 Mojave demanding that we utilize a disadvantaged
18 business owner to route the transaction between us and
19 Mojave due to federally mandated statutes of using
20 disadvantage business owners or minority owned owners.

21 Q. Let me follow up on something. You just
22 indicated that Mojave demanded that CAM be used.

23 A. (Witness nods.)

24 Q. What is your basis for that statement, that it
25 was a Mojave demand?

1 A. Mojave did not want us to invoice them
2 directly. They wanted us to route it through another
3 entity.

4 Q. Do you have any understanding, independent
5 understanding, as to how CAM got involved in this
6 project in the first place?

7 A. I do. Keith Lozeau, who also works for
8 Cashman Equipment Company, was referred to him by
9 someone at Mojave. I don't know who that is.

10 Q. So let me just clarify, because maybe I didn't
11 understand what you said, and that's very likely. It's
12 your understanding that CAM was referred to Mojave for
13 use on this project?

14 MS. ROBINSON: I think that misstates.
15 Objection.

16 BY MR. BOSCHEE:

17 Q. That's why I said -- I didn't understand what
18 you said. Could you --

19 A. Let me -- let me -- let me clarify.

20 Q. Sure.

21 A. Mojave requested that we use a third-party
22 disadvantaged business owner. They suggested CAM
23 Consulting, as they had been using them themselves as
24 well as a couple other vendors had been using them to
25 deal with Mojave's project directly.

1 Q. Okay.

2 A. So -- so, yes, Mojave referred CAM Consulting
3 and introduced us. How's that?

4 Q. So, again, just trying to get to the bottom of
5 this, it's your understanding that Mojave wanted to use
6 CAM Consulting; correct?

7 A. Yes.

8 Q. And that the disadvantaged business owner that
9 they wanted to use was CAM and they introduced CAM, I
10 guess it was Keith, with your company?

11 A. Uh-huh.

12 Q. And that's how CAM got involved?

13 A. Yes.

14 Q. Do you know why Mojave or anyone on that
15 project would have wanted to use a disadvantaged
16 business owner?

17 A. I -- I don't know specifically why Mojave
18 wanted to, but I do know there are federally mandated
19 statutes of -- tied with monetary funds from the
20 federal government that mandates a certain percentage
21 of jobs to be done with disadvantaged business owners
22 or minority owned businesses.

23 Q. So getting back to, I just want to clarify
24 this. I don't want to beat a dead horse, but when you
25 said that Mojave wanted to use a disadvantaged business

1 owner, do you have any independent knowledge as to
2 whether that was something that Mojave wanted to do or
3 if that was something that somebody up the chain needed
4 to do and requested of Mojave?

5 A. I don't have any direct knowledge of that.

6 Q. It's just when the need for disadvantaged
7 business owner arose, from wherever it arose from
8 wherever, Mojave recommended CAM and then they
9 introduced CAM to you?

10 A. Yes.

11 Q. Again, that was the first time you had ever
12 worked with CAM or Angelo Carvalho; correct?

13 A. Correct.

14 Q. You didn't play any part in the selection of
15 CAM as the disadvantaged business owner?

16 A. I did not.

17 Q. With respect to the requirement for the
18 disadvantaged business owner, did you guys have any
19 role in that process at all, other than Mojave
20 introduces CAM to you and then you guys use them? Did
21 you interview CAM?

22 A. Keith Lozeau is more knowledgeable about that.

23 Q. Okay.

24 A. But, yes, Keith Lozeau did meet with Angelo
25 Carvalho at one point in time.

1 Q. Well, given that -- and maybe this would be
2 something more directed to you as kind of the finance
3 business guy --

4 A. Sure.

5 Q. -- given that you have a long-standing
6 relationship with Mojave.

7 A. Uh-huh.

8 Q. And so I'm guessing you guys doing business
9 and invoicing Mojave wasn't anything to give you any
10 heartburn; correct?

11 A. No.

12 Q. But now you got this third party intermediary,
13 this disadvantaged business owner kind of coming in the
14 middle of that relationship, and you are going to be
15 invoicing them. Did you have any -- did you run any
16 kind of credit check on CAM?

17 A. I did.

18 Q. And what did that turn up?

19 A. Limited credit information.

20 Q. I'm not a credit guy. You are going to have
21 to tell me what that means.

22 A. Well, I'm -- I'm likely not at liberty to
23 discuss his credit --

24 Q. I understand.

25 A. -- powers.

1 Q. I understand.

2 A. However, there was not much credit information
3 where with -- to make a good credit decision based on
4 that. I would liken it to -- his business credit was a
5 fellow coming out of college. You have no real
6 history.

7 Q. You hope not anyway.

8 A. Yeah.

9 Q. I think I did, unfortunately.

10 A. How about high school?

11 Q. But did you guys have any -- were there any
12 criteria that you had or that Cashman had when looking
13 at CAM as to, Okay. Yes, we're comfortable
14 using -- you know, invoicing them and then getting paid
15 ultimately by Mojave? Did you have any criteria that
16 you were looking at and said, Yes, they are okay. Or
17 No, they are not okay?

18 A. Yes, I do have criteria.

19 Q. What are they?

20 A. Well, they're written now, but before, it was
21 just my experience. And again, it's -- the criteria is
22 that you have a reasonable, acceptable set of credit
23 information on your business that -- that would merit
24 that type of transaction.

25 Q. Did CAM?

1 A. No.

2 Q. Is the reason that that unwritten criteria
3 became a written criteria? Is it at least in part due
4 to this situation?

5 A. No.

6 Q. It was just something that you guys felt that
7 it would probably be good to put on pen to paper?

8 A. Yeah.

9 Q. Given the paucity we will say of information,
10 of credit information of CAM, did this cause you any
11 concern about entering into this arrangement where you
12 were invoicing them instead of Mojave?

13 A. Yes.

14 Q. Did you discussion those concerns with Mojave?

15 A. No. I discussed them with Keith, our liaison
16 to Mojave.

17 Q. What was the substance of those conversations?

18 A. I'm concerned.

19 Q. I'm looking more for -- I kind of got that.

20 A. Yeah, I'm concerned. I mean, that was what it
21 boiled down to, I'm concerned. But because of our
22 long-standing relationship with Mojave and because the
23 fact that we hadn't, like we mentioned before, hadn't
24 had any other issues and the money was still coming
25 from Mojave and the units were being delivered as we

1 spoke and it was required of us to invoice them, we
2 went ahead and did what we did.

3 Q. And maybe I'll end up having to talk to Keith
4 about this at some point, but when you expressed your
5 concern to Keith, what did he respond? I mean, what
6 did he say? Did he just kind of blow it off and say,
7 No. Mojave is a good customer. We can do this. Did
8 he echo your concerns?

9 A. Yes, he echoed my concerns. However, again,
10 it really fell back to the strength of our relationship
11 and the credit promise of Mojave.

12 Q. Sure.

13 Did you or Keith ever have this conversation
14 with Mojave that you know of where you discussed in
15 particular your concerns with CAM's lack of credit to
16 Mojave and a conversation along the lines of, I guess
17 what I am looking for, Is there someone else we can use
18 or some other disadvantaged business owner that we can
19 use because we just don't have a lot of credit on these
20 guys and we are not really comfortable with it? Did
21 that conversation ever take place?

22 A. Not directly with Mojave that I had.

23 Q. Okay.

24 A. If Keith had it, that would be a
25 different -- that would be a question for him. I don't

1 know that he had that.

2 Q. Do you have an understanding as to whether a
3 conversation along those lines took place?

4 A. I don't know.

5 Q. Keith would be the person that would have had
6 that conversation?

7 A. Yes.

8 Q. Did you ever have any conversations with
9 Mojave regarding -- I mean, obviously before the
10 unfortunateness, we'll call it. But did you ever have
11 any conversations with Mojave about the use of CAM on
12 this project, you personally?

13 A. No.

14 Q. You have worked with disadvantaged business
15 owners before, though; correct?

16 A. Yes.

17 Q. How often?

18 A. It's not a common occurrence, but it is often
19 enough to where it does happen on an occasional basis.
20 How's that for a lack of better specificity? It
21 happens. And -- and -- and it does work.

22 Q. What types of projects generally have you guys
23 worked with this type of minority contractor or
24 disadvantaged business owner?

25 A. Federal projects often associated with the

1 military or, you know, federally funded, you know,
2 municipal projects, that kind of thing.

3 Q. Sure. Which again would make sense --

4 A. Yes.

5 Q. -- because those are where the requirements
6 come from?

7 A. Yeah.

8 Q. Have you ever worked with a disadvantaged
9 owner, minority contractor on a private project, not a
10 Public Works or federal project?

11 A. Well, you should know that many of our
12 contractors that are really good customers are already
13 designated as minority contractors.

14 Q. Oh, okay.

15 A. They are owned by a woman or they're owned by
16 a minority or they have been disadvantaged in some way,
17 shape, or form.

18 Q. Okay.

19 A. So we deal with them on a regular basis.

20 Q. Okay.

21 A. And -- but not specifically for in behalf of
22 this purpose here. Does that make sense?

23 Q. It does. You have customers that are
24 deemed --

25 A. That are designated, yes.

1 Q. -- disadvantaged business owners for other
2 reasons, but not necessarily -- they're direct
3 customers. You haven't used them in a situation like
4 this, where an existing customer kind of pulls someone
5 in --

6 A. Right.

7 Q. -- and slots them in?

8 Have you ever encountered this type of an
9 issue, and, again, this type of issue what we are
10 talking about in this lawsuit, with a disadvantaged
11 business owner's failure to pay.

12 A. No, not that I can recall. And never of
13 this -- definitely never this level of, I guess, high
14 volume. How is that?

15 Q. Certainly nothing that resulted in litigation?

16 A. I wouldn't say that.

17 Q. Okay.

18 A. I wouldn't go that far. Again, we have quite
19 a few customers; there are customers that don't pay us,
20 for whatever reason. We do take them down the legal
21 path.

22 Q. Okay.

23 A. And some of those customers are designated as
24 minority owned, disadvantaged in some way, shape, or
25 form.

1 Q. But those would be, again, like we were just
2 classifying, those are more of a direct relationship,
3 not a situation like this?

4 A. Not -- not -- not one that was presented to us
5 at the time of -- you know, that was inserted in kind
6 of the last minute like this.

7 Q. So CAM enters the equation at the 11th hour.
8 Obviously you guys had some dealings with them because
9 you are invoicing them directly?

10 A. Uh-huh.

11 Q. How would you classify your dealing? Describe
12 for me what your dealings were like with CAM.

13 A. Well, honestly, not that I haven't been honest
14 previously, I guess, but --

15 Q. Thank you for clarifying that.

16 A. Our -- our -- now, we're talking about the
17 truth. Our dealings with CAM were limited, because we
18 mainly dealt with Mojave directly.

19 Q. Okay.

20 A. And Mojave, in my estimation, in my several
21 phone calls and my contact with them, were
22 basically -- her name was Francis at Mojave, Francis
23 McCombs. And she was quite close with Angelo Carvalho,
24 and she was the one that generally conversed with him.

25 Q. Okay.

1 A. And -- yeah. So our dealings weren't
2 necessarily directly with CAM. They were still
3 primarily with Francis --

4 Q. Okay.

5 A. -- though we had the ability to talk to him,
6 although he was difficult to get ahold of for some
7 other reasons we can probably get into later.

8 Q. I will represent to you that he's still
9 difficult to get ahold of in certain instances.

10 A. Well, I think when exactly where he is now.

11 Q. Well, actually, yes and no.

12 So how many direct interactions would you say
13 you had with Angelo or anybody at CAM?

14 A. I met with him twice personally.

15 Q. Okay.

16 A. Most of the -- and -- and via phone was less
17 than five times.

18 Q. What were the occasions that you had to meet
19 with him personally?

20 A. Well, the first one was to exchange the check
21 for release. And then the second one was at his home
22 to have him write me another check as the first one was
23 stop paid.

24 Q. Let's talk about that. I figured you were
25 going to get into that. That's why I pulled that

1 exhibit out.

2 MR. BOSCHEE: I'll mark this as Exhibit 1.

3 (Exhibit 1 marked.)

4 BY MR. BOSCHEE:

5 Q. Go ahead and take a look at that. I'll
6 represent to you. this is a check in the amount of
7 \$755,893.89 dated April 29, 2011, looks like from CAM
8 Consulting to Cashman Equipment. Do you recognize this
9 check?

10 A. Yes.

11 Q. Let's talk about it for a second. You said
12 just a few minutes ago that this was the check that you
13 exchanged with Angelo for the unconditional lien
14 release; correct?

15 A. Yes.

16 Q. We will look at that in a few minutes, but my
17 question being the unconditional lien release was
18 signed and notarized by you, I believe, on April 26th.
19 Does that ring a bell?

20 A. Yes.

21 Q. And you provided that to Carvalho on -- was it
22 on that date?

23 A. I don't know that it was the 26th exactly, but
24 it is a couple of days before this --

25 Q. Okay.

1 A. -- check.

2 Q. Well, I guess that's really my question.
3 Carvalho gave you a postdated check; right?

4 A. Yes.

5 Q. Did he tell you why he needed to do that?

6 A. Well, to clarify, I did not realize that he
7 had given me a postdated check.

8 Q. Oh, okay.

9 A. Not until subsequently. However, he did state
10 that he wanted me to hold on to the check for two days
11 to give it time to clear. Because in the past, with
12 such big balances, his bank has held on to the funds
13 and wouldn't release them to him. And frankly, that
14 makes sense.

15 Q. It does. I understand that.

16 A. That's -- that's a common occurrence.

17 Q. Right.

18 Is it fairly common, I guess common is
19 probably the wrong word, but would you say it's fairly
20 common for you guys to get a check and then have
21 someone ask you to hold it for a day or two for that
22 reason?

23 A. It is some -- somewhat common.

24 Q. It didn't alarm you that Angelo asked you to
25 hold on to this check for a couple days?

1 A. No. He told me that there was nothing in his
2 bank account, other than the check that he
3 received -- was receiving from Mojave at the same time
4 from the same meeting that I met him and that he has
5 yet to deposit it, and then the bank would hold on to
6 it and then it would take a day or two for the bank to
7 release the funds or make -- or -- or -- I guess I
8 don't know if release the funds is right, but to make
9 them available. How's that?

10 Q. Yes. That's understandable.

11 A. And that is -- and that is a common
12 occurrence.

13 Q. I understand what you're saying. A lot of
14 banks -- I know Wells Fargo does the same thing. Or if
15 you put too much money in the bank, they're only going
16 to release a portion of it immediately --

17 A. Exactly.

18 Q. -- and make you sit for a couple of days.

19 Let me ask you this, though. Did it concern
20 you that Angelo Carvalho told you when he got his check
21 that this was the only money in CAM Consulting's bank
22 account?

23 A. No.

24 Q. That didn't concern you?

25 A. No. And the reason why is because I knew

1 Mojave was paying him a larger portion than what this
2 check was and that he was solely a pass-through source.
3 It didn't surprise me at all that he didn't really have
4 any -- enough -- enough money to -- you know, for this
5 check to clear, to clarify.

6 Q. What made you think Mojave was paying more
7 than the \$755,893?

8 A. Well, because there were several other vendors
9 involved.

10 Q. Okay.

11 A. I wasn't the only vendor that met with him
12 that day, from what I understand.

13 Q. So you understood that Mojave wrote CAM a
14 larger check than this, and this was just him paying
15 your portion of that?

16 A. Yes.

17 Q. Did Carvalho tell you that?

18 A. Yes.

19 Q. Off the top of your head, I mean, do you
20 remember what other vendors were there that day?

21 A. I do. Well, I don't -- I can't vouch for them
22 actually being there.

23 Q. I understand.

24 A. But I do know that he did write -- or -- or
25 receive payment for two other vendors. One was QED,

1 and the other one was -- I would be guessing. If I
2 recollect correctly, it's Consolidated Electrical
3 Systems, but --

4 Q. And if it's not, don't worry. I'm not going
5 to impeach you with that of all things. That's fine.

6 A. That can be verified through Angelo Carvalho's
7 bank statements.

8 Q. Sure.

9 So obviously this check has a stop payment on
10 it --

11 A. Yes.

12 Q. -- correct?

13 Who requested that? How did this become a
14 stop payment situation? Walk me through that process.

15 A. Well, I know for a fact that Angelo Carvalho
16 did it, because he told me himself when I met with him
17 the second time at his home.

18 Q. Why?

19 A. He said that Keith Lozeau had called him
20 asking him for payment, who also, again, works for
21 Cashman, and Keith did not realize that I had picked up
22 this check.

23 Q. So Carvalho's story was that someone else at
24 Cashman had asked him for payment and didn't realize
25 that you had gotten this check, so he stopped payment

1 on this check to give payment to Keith theoretically or
2 to pay it some other way?

3 A. I -- I -- I don't know about the last part,
4 but, yes, he was unsure of where his first check was is
5 his story.

6 Q. Interesting. Okay. Mr. Carvalho is an
7 interesting guy.

8 Do you have an understanding of when Mojave
9 paid CAM?

10 A. Yes. That same day that CAM paid me.

11 Q. A few days earlier or a few days before the
12 29th --

13 A. Yes.

14 Q. -- or a couple of days?

15 And you said it's not uncommon for you guys to
16 hold on to a check for a couple of days to let it clear
17 a bank; correct?

18 A. For the bank to release the funds, yes.

19 Q. Well, yes, right. That's not uncommon?

20 A. It's not uncommon.

21 Q. Accepting a postdated check in a situation
22 like this is not something that would necessarily cause
23 you any angst?

24 MS. ROBINSON: I think that misstates previous
25 testimony. Objection.

1 THE WITNESS: Well --

2 BY MR. BOSCHEE:

3 Q. That's fine.

4 A. Again, I did not know it was a postdated
5 check, so I didn't knowingly accept a postdated check.
6 However, he did ask me to hold on to the check for a
7 couple of days.

8 Q. You guys don't -- I mean, I say you guys, but
9 Cashman, it's not a standard business practice to
10 accept postdated checks, is it?

11 A. Not a standard. I -- I wouldn't -- I wouldn't
12 say that, no.

13 Q. Okay.

14 A. We have lots of checks. I mean, most
15 everybody pays us with checks, sending them directly to
16 our lockbox. Those are obviously not postdated because
17 those are automatically posted into our -- when we do
18 accept payments from customers and sometimes on
19 occasions, they ask us to hold on to the check for a
20 couple days. It's not uncommon.

21 Q. So on the 26th or 27th of April, you have an
22 understanding that Mojave has written a check to CAM,
23 money is in the bank, Carvalho asks you to hold on to
24 this particular check for a couple of days so the bank
25 will release the funds?

1 A. Right.

2 Q. And you say okay and only find out later that
3 there's an issue; is that fair?

4 A. Yes.

5 Q. When did you guys -- when did you or when did
6 someone else from Cashman actually take this check to
7 the bank?

8 A. We didn't take it to the bank. We had a
9 desktop deposit.

10 Q. Okay.

11 A. I believe it was either Friday -- Friday -- I
12 think this April 29th, if I'm not mistaken, 2011, is a
13 Friday. I think that's the date that we deposited it
14 in our desktop deposit.

15 Q. Okay.

16 A. There was no taking it to the bank.

17 Q. I'm not readily familiar with that. I mean,
18 I'm not as familiar as you are with desktop deposit,
19 but typically my experience has been that when you do
20 something on Friday like that, it hits the bank a lot
21 of times on Monday. Is that your experience or does it
22 usually hit that same day?

23 A. Well, and I don't mean to be nitpicky, but
24 when you say "hit the bank," you need to clarify that.

25 Q. Sure.

1 A. When does that hit -- are -- are you asking
2 when does that hit Angelo's account?

3 Q. Yes. That's probably the better question.

4 A. I don't know the answer to that, but we
5 generally receive funds and access to the funds the
6 same day that we deposit it from our bank. Now, what
7 day it's presented to Angelo Carvalho's bank is -- I
8 don't know.

9 Q. Even in --

10 A. I believe it's the same day, actually, or a
11 Saturday, but I don't think that it would be a Monday.
12 But it depends upon the bank and it depends upon the
13 type of transaction --

14 Q. Sure.

15 A. -- lots of things out of both our hands.

16 Q. One of those things being presumably the
17 amount of the check. Would a check in this amount
18 typically be available for you the same day?

19 A. Well, our bank releases all of our -- does not
20 put a hold on any of our funds.

21 Q. Okay.

22 A. And this is a large check for us. But, again,
23 in the whole scheme of things --

24 Q. I understand.

25 A. -- for us is not -- going through our bank

1 account is not of super huge significance that the bank
2 would put a hold on it.

3 Q. Right. I would imagine you have a revolving
4 balance in your account of more than \$700,000, I hope.

5 A. It's significantly more than that, yeah.

6 Q. So when were you notified that there was a
7 problem? I mean, did the bank notify you or did
8 Carvalho notify you?

9 A. No. Carvalho did not notify us. The bank
10 notified us. And I don't know what -- this says 5/4 is
11 the date.

12 Q. I have a date of 5/4, yes. That's why I
13 asked.

14 A. Yeah. I don't know that we were notified that
15 day, but that was the day that it was returned by our
16 bank. And not necessarily -- when I say returned to
17 us, that doesn't necessarily mean they notified us, but
18 it was stamped returned. It was shortly thereafter,
19 though.

20 Q. Did the bank just tell you there was
21 insufficient funds to cover the check?

22 A. Yeah.

23 Q. Okay.

24 A. No. No. They just said it was -- right here,
25 return reason, stop payment. Not insufficient funds.

1 Q. That's fair with this particular check.

2 So you get the stop payment back from your
3 bank. What do you do next? And I assume this is you
4 handling this?

5 A. Yes. Well, I do have a staff and -- and, you
6 know, they help me out. However, the first order of
7 business was to try to contact Angelo to have him, you
8 know, sort it out, and we were unable to.

9 Q. Okay.

10 A. In the first meeting that I exchanged the
11 check, he mentioned that he was leaving the next day
12 for Afghanistan on another military mission.

13 Q. Did you have an understanding of whether he
14 was or was not actually in the military at that time?

15 A. At that point in time, I was under the
16 impression that he was in the military because that's
17 what he told me.

18 Q. Okay.

19 A. That he had -- and -- and the reason for that
20 is it took a while for us to get this check after
21 invoicing, which wasn't the plan --

22 Q. Okay.

23 A. -- because he was away on an assignment in the
24 Middle East somewhere.

25 Q. Okay.

1 A. And -- and that was told to us by Francis
2 McCombs at Mojave.

3 Q. Okay.

4 A. And so when he finally came back into town is
5 when we had that first meeting.

6 Q. Okay.

7 A. And then he stated in that meeting that he was
8 going to be gone for another 45 days starting the day
9 after.

10 Q. So then at that point he's back, but he's
11 leaving again. You at this point know there's a
12 problem?

13 A. Yes.

14 Q. What did you do? Or what was the next thing
15 you did?

16 A. Well, we -- we attempted to get ahold of him
17 on his e-mail address, because he was fairly good about
18 returning emails, even in spite of him being overseas,
19 allegedly, is what he told us. And we were unable
20 to -- we tried phone calls, we tried him directly via
21 e-mail, we tried Mojave. It wasn't working.

22 Q. Generally, when you have a creditor or
23 situation like this that fails to fund --

24 A. Uh-huh.

25 Q. -- do you guys have a procedure for dealing

1 with that?

2 A. Well, we contact the customer directly to try
3 and make good on it.

4 Q. Sure. So that's the ideal situation. Then
5 when you have a situation like that where the guy is
6 off traversing whatever, do you have kind of a backup?
7 Do you have another -- like a secondary, Okay. We
8 can't get ahold of the customer. Now what?

9 A. As far as a written policy, no.

10 Q. But as the credit manager for Cashman, do you
11 have something that you typically do when a situation
12 arises like this?

13 A. Well, this is not a typical situation, to be
14 honest with you. We don't have checks of this
15 magnitude bounce that I can ever recall. Or bounce, I
16 guess that's not the right word. Or stop payment.
17 Become nonsufficient -- or non -- don't yield funds.
18 How's that? That's probably the best word. That's
19 what we did is we went after -- directly after Angelo
20 Carvalho and tried to get Mojave to put a stop payment
21 on their check to him.

22 Q. But by the time you did that, it was too late,
23 wasn't it?

24 A. Yeah. They said it wasn't possible.

25 Q. Now in this second meeting with Carvalho --

1 A. Uh-huh.

2 Q. -- did he do anything to try to make this
3 good? I mean what --

4 A. Well --

5 Q. Because I have read somewhere, either in a
6 declaration of yours or in something that you went with
7 him to the bank. Was that during this meeting or a
8 different meeting?

9 A. Well, I need to clarify quite a bit of that.

10 Q. Okay.

11 A. And -- and -- and if you don't mind,
12 Jennifer -- she can obviously object to me saying more
13 or less than I ought to, but we should probably back up
14 to how I got the second meeting to happen.

15 Q. Sure.

16 A. So, again, not able to contact him, no this,
17 no that, and that drags on for several weeks. I can't
18 tell you exactly how many weeks it was afterwards. But
19 in my research in trying to find him, I find him, I
20 find his name listed with another company that was
21 recently formed in California with another businessman
22 who does glazing, which is glass buildings.

23 Q. Right.

24 A. And he has his own company, and they formed
25 a -- a -- again, a disadvantaged business together with

1 Angelo being one of the owners, with the idea that they
2 could run federally -- you know, for the same purposes
3 of this. I got ahold of several folks within that
4 company who then finally referred me to the owner, of
5 whom I spoke with who happened to be in Vegas, who
6 happened to have just met with Angelo Carvalho the day
7 before. And this is the same time when Angelo has gone
8 dark and supposedly overseas.

9 So I meet -- I -- I go to his house the next
10 morning, and about 8:00 o'clock or so I start knocking
11 for about 20 minutes, and he finally answers the door.
12 And he states that he had just got in at 1:00 or so in
13 the morning at Nellis from another assignment overseas.
14 He does make out another check at my behest, and this
15 is when he tells me that he put the stop payment on it
16 for whatever reason --

17 Q. Okay.

18 A. -- for the reason I mentioned prior. And he
19 gives me another check, after a half hour of him
20 humming. I then go down to Nevada State Bank, of which
21 that's the bank that it was written on.

22 Q. Yes.

23 A. Yes. And ask them to make it a bank check so
24 that the funds would be guaranteed to us, and they
25 could take the funds out of his account immediately so

1 we wouldn't have to deal with this again. They were
2 unable to because the check -- and I don't have a copy
3 of this check and I will tell you why in a minute.
4 They were unable to because the check -- you see here
5 on this check it says 7558, you know, 9389?

6 Q. Right.

7 A. He wrote the next check out the same way, but
8 the bank said because it didn't say 755,893, they said
9 that that check was no good. So I then went to a
10 different Nevada State Bank, just to see how consistent
11 they would be, and the next Nevada State Bank would not
12 issue me a cashier's check or a bank check because they
13 said there were nonsufficient funds in his account.

14 Q. Okay.

15 A. So I took the check back and met with him
16 again. So I guess there were three meetings, but the
17 two and three were the same, within an hour of each
18 other.

19 Q. Yes.

20 A. And asked him to write me a check for what was
21 left in the account, assuming that it might be off by
22 100 bucks or maybe a couple thousand or some odd thing.
23 And -- and, you know, so I handed him back the check so
24 he could write one and write it out correctly this
25 time. And he called his bank. Again, it took him

1 forever to do this. He called his bank and found out
2 there was only \$800 left in the account. At that point
3 in time, I said I would walk -- because he said he
4 didn't know what was going on. He called his banker to
5 try to figure it out. He said he would go to the bank
6 and go do this. So I insisted that I go with him to
7 the bank. He says, Well, it's more complicated than
8 that, blah, blah, blah, so why don't I just call you
9 back in a half hour or so after I have met with him
10 initially.

11 So I waited there nearby. I went to an IHOP
12 and had a late breakfast. I -- while I waited for his
13 call. He called and said someone had -- and I actually
14 have the text. I'm more than happy to show you guys
15 what he said. But he called the first time saying he's
16 still trying to figure it out. And I should back up.
17 I'm -- I'm having a hard time recollecting exactly.
18 But I did receive a phone call from him, I have a
19 voicemail from him, and I do have a text message from
20 him. And I believe that shortly after I actually
21 talked to him via phone, but I'm having a hard time
22 separating what I gleaned from the text, the voice
23 message, and when I actually talked to him on the
24 phone.

25 Q. Sure.

1 A. But the gist of it was there was no money in
2 the account, which confirmed the 800 bucks. That the
3 money had been switched over to a Wells Fargo account
4 electronically, and he did not do it. He didn't know
5 who did it. Somebody else got access to his bank
6 account. And so after that phone conversation, text
7 message, and voicemail that day, I have never had
8 contact with him since --

9 Q. Okay.

10 A. -- despite efforts. How's that?

11 Q. Does Cashman as a business, do you guys have
12 protections in place for situations like this?

13 A. We do as much as legally possible to protect
14 ourselves in various different forms.

15 Q. Like what?

16 A. Well, mechanic's, preliminary notices, UCCs,
17 credit agreements that hold folks -- or their feet to
18 the fire.

19 Q. Okay.

20 A. But in the case of obvious fraud, then
21 we're -- that -- that we have alleged and that is going
22 to be hopefully proven in court on the Angelo Carvalho
23 case directly, which is why he is on house arrest,
24 it's, as you can imagine, somewhat difficult to --

25 Q. No, I understand that. I was looking more

1 generally, kind of, you know.

2 A. One of the other things that we do is joint
3 checks. And in this case, we requested a joint check
4 from Francis because of the issues with getting ahold
5 of CAM --

6 Q. Sure.

7 A. -- and she refused to do that, which is not
8 abnormal for her to refuse to do a lot of things for
9 us, just the way that Francis treated us at Mojave.

10 Q. Well, let's talk about that a little bit. You
11 asked Mojave for a joint check; right?

12 A. Francis McCombs.

13 Q. And Francis wouldn't give you one?

14 A. Correct.

15 Q. Did she tell you why?

16 A. No. I -- I was not in that conversation.
17 That was one of my staff, and it was a verbal
18 conversation, not -- not email. So I -- unfortunately.

19 Q. Okay.

20 A. So I do not know why she said that.

21 Q. You said it was not uncommon for Francis to
22 not give you a joint check?

23 A. No. Mojave has never given us a joint check,
24 that I am aware of. I -- I guess I shouldn't say
25 never, but not in the recent past that I -- that I'm

1 aware of.

2 Q. Do you always request a joint check?

3 A. No.

4 Q. I was going to say, in situations where
5 they're dealing with you as a customer, I wouldn't
6 think it would be necessary.

7 A. No, we don't really have to have that. I
8 mean, there's not a real good reason for it. But in
9 this case, there was a very good reason.

10 Q. Well, when did you request the joint check?

11 A. Before we were paid -- or before we were
12 attempted to be paid. How's that?

13 Q. Before that first meeting where he handed you
14 the check?

15 A. Yes. Well, Francis had asked us to sign an
16 unconditional release prior to actually having the
17 money or the payment, which we objected to and said
18 we'd only do it as long as we had the check.

19 Q. That's where I guess I'm having a little bit
20 of disconnect. So Francis wants you guys to sign an
21 unconditional final lien; correct?

22 A. Well, and -- and the reason was because Mojave
23 was under the gun to get paid themselves, and Angelo
24 was nowhere to be found, so he couldn't sign any
25 releases himself. So they were having problems getting

1 paid -- well, I guess I shouldn't state what I assume.

2 Q. Right.

3 A. But, generally, that's the reason for that,
4 but --

5 Q. But they asked you for an unconditional final
6 lien release, which you ultimately signed?

7 A. I -- I don't know if it was an unconditional
8 final but an unconditional progress at the -- the
9 least.

10 Q. And your position is, Well, we are not going
11 to do that until we have a check; correct?

12 A. Correct.

13 Q. But Mojave refused to give you a joint check?

14 A. Yes. Francis McCombs at Mojave.

15 Q. Why did you issue the unconditional lien
16 release when you didn't have a joint check that you had
17 asked for?

18 A. Well, because I had this check.

19 Q. So you getting the check from CAM was enough
20 for you to hand over the lien release?

21 A. Yes.

22 Q. That gave you enough comfort?

23 A. Yes.

24 Q. Why is that? Is it because you knew Mojave
25 had tendered the funds?

1 A. Yes.

2 Q. And you did that even though you had limited
3 credit information on CAM and they asked you to hold
4 the check for a couple of days?

5 A. Yes.

6 Q. You still did have any issue giving them the
7 unconditional lien release?

8 A. Well, if -- if -- you may not be aware, and
9 obviously you are fairly aware of what releases mean or
10 don't mean, and -- and then there is always -- it's
11 debatable and arguable, but from my understanding and
12 education, that if a check does not clear, then the
13 lien release becomes invalid.

14 Q. Okay.

15 A. So based on my -- and, again, you know,
16 obviously you guys can debate that until kingdom come,
17 but my education, that's what that tells me. So I am
18 not as concerned about signing an unconditional release
19 in accepting a check, because I believe, and that's
20 what my education tells me, that if that check does not
21 clear for whatever reason that my release I have given
22 out is voided.

23 Q. Do you guys use conditional releases?

24 A. We use conditionals and unconditionals.

25 Q. Okay.

1 A. Conditionals are used prior to receiving the
2 check --

3 Q. Right.

4 A. -- so they know how much to write the check
5 for, basically.

6 Q. Well, that was my question, I guess. Given
7 that you weren't going to be able to put this money in
8 your account for a handful of days, why didn't you give
9 a conditional release pending the money actually
10 hitting your bank account and then give the
11 unconditional?

12 A. Because of the reason I previously stated.
13 Generally, it's -- it's -- it's a swap check for
14 a -- an unconditional final.

15 Q. I understand. But this was a little -- but
16 this situation was a little bit unique in that you have
17 got this kind of intermediary between you and your
18 client that you hadn't really worked with before. Did
19 you guys consider using a conditional lien release for
20 that reason?

21 A. No. We based our -- our -- my assurances on
22 your client's, you know, credit perils and the fact
23 that they have never bounced a check to anybody.
24 Therefore, there was no reason that their funds would
25 not be good.

1 Q. Now, you may not know the answer to the
2 question, and if you don't that's fine. I would think
3 you might, but do you guys have insurance for this type
4 of thing?

5 A. Loss and fraud?

6 Q. Yes.

7 A. I believe we do have insurance for -- I don't
8 know about fraud, but -- but loss, we are fully
9 insured.

10 Q. So did you at any point alert your carrier
11 about these events?

12 A. I don't know that we have.

13 Q. Okay.

14 A. Again, that's -- that's our CFO's
15 responsibility.

16 Q. Who is your CFO?

17 A. His name is Lee Vanderpool. At the time it
18 was Jim Moore.

19 Q. But as the finance guy, would they let you
20 know if they -- in a situation like this where you've
21 got a loss, and a good sized loss, you know, three
22 quarter of a million dollar loss.

23 A. Very significant.

24 Q. Exactly. If they did contact your insurance
25 carrier and there was some process going on there to

1 try to recoup some or all of it, that's something they
2 would let you know, wouldn't they?

3 A. Yes. And, therefore, again, I can't state for
4 sure that we -- that we have filed a claim or not.
5 I -- I -- to my knowledge, I don't believe we have.

6 Q. Okay. And --

7 A. And, again, you are saying a loss. I mean --

8 Q. This is a little bit different than a loss. I
9 understand that.

10 A. This is -- yeah.

11 Q. This is fairly fairly darn variety fraud.

12 But that said, the best to your knowledge,
13 whether a claim has been filed or not, your insurance
14 carrier hasn't done anything with respect to this or
15 you would probably know about that; right?

16 A. I -- I would -- again, I have -- I don't know.
17 I don't know that we have filed a claim. I don't know
18 that we have not filed a claim. If you are asking my
19 best judgment, I don't believe we have filed one.

20 Q. I guess my last question, though, was more
21 along the lines of you don't know if a claim was filed.
22 But if a claim had been filed and the insurance carrier
23 had done something, kicked some money in or something,
24 that would be something, as a finance guy, you would
25 get notice of, wouldn't you?

1 A. Yes.

2 MR. BOSCHÉE: Can we take a quick three-minute
3 break?

4 MS. ROBINSON: Sure.

5 (A short break was taken.)

6 MR. BOSCHÉE: Back on the record.

7 BY MR. BOSCHÉE:

8 Q. You understand that you are still under oath?

9 A. I do.

10 MR. BOSCHÉE: For the record, Mr. Coleman has
11 decided to leave us, so he is no longer part of the
12 deposition. And, therefore, I am guessing he will not
13 be asking any questions at the conclusion of my
14 questions.

15 BY MR. BOSCHÉE:

16 Q. Back to Angelo, at this point, you know the
17 money isn't in the bank account. It has been
18 transferred to -- apparently by somebody to a Wells
19 Fargo account. Did he tell you anything about that
20 Wells Fargo account? Did he represent anything at that
21 time about what that account was?

22 A. I -- I can read you the text.

23 Q. No. I mean, if you can recall, you recall.
24 It's not --

25 A. Oh, no. I have been saving this text for a

1 really long time. I would really like to get it off my
2 phone.

3 Q. Okay.

4 A. All right. Here. Hang on a second. It's
5 going to take a minute for me to find it. There it is.
6 Okay. And I -- any news -- okay. May 19th, Could you
7 meet at the bank in the morning? May 19th, Mojave
8 didn't do anything wrong. It's on my end. There was a
9 transfer into another bank, and I am waiting for an
10 answer. I do know it is a Wells Fargo account. And
11 then there's several texts from me trying to get more
12 information after that and nothing.

13 Q. Nothing?

14 A. So that's the extent of what I know about the
15 Wells Fargo account.

16 Q. And that was pretty much the last
17 communication you had with him, the voicemail, the
18 text, and then the brief conversation; correct?

19 A. Yes.

20 Q. Prior to filing the complaint, what steps did
21 Cashman take to try to get this money back from
22 Carvalho?

23 A. I filed a -- a -- a complaint. I don't know
24 how I would classify it as a -- a complaint or a notice
25 at the bad check division down in the basement of the

1 courthouse over there.

2 Q. Okay.

3 A. And then put in the notices and whatnot and
4 filed that there with the DA's office.

5 Q. We talked about it briefly in the last hour,
6 but what has transpired with that effort from the bad
7 check division?

8 A. Well, they went through the procedures and
9 issued a -- a warrant, and he didn't show and one thing
10 led to another. We confirmed several times that he was
11 not in the military from a third-party source, and then
12 Jennifer had something going on to where she would
13 check periodically and then the -- the most recent one
14 popped up that he was and -- rather he re-enlisted or
15 however that works, but he was in New Jersey, was it?

16 MS. ROBINSON: I think so.

17 THE WITNESS: And she tracked down his
18 commanding officer, and he was extradited -- I don't
19 know if extradited is the right word, but he was sent
20 here. And -- I don't know what all the proper legal
21 words are, but from what I understand, he is now on
22 house arrest.

23 BY MR. BOSCHEE:

24 Q. He came back on a bus as I understand it,
25 which was probably a lot of fun.

1 So the bad check division has followed through
2 to the point where now he is on house arrest, and
3 that's as far as it has gone with them, as far as you
4 know?

5 A. I did testify in front of a grand jury a
6 couple of weeks ago.

7 Q. Do you know what that proceeding was for?

8 A. For -- for -- in efforts to -- for the case.

9 Q. Let me clarify that. Was that an indictment
10 hearing or was that a formal sentencing hearing, do you
11 recall, do you know?

12 A. There wasn't any sentencing going on.

13 Q. Okay.

14 A. It was the grand jury doing -- I -- I don't
15 know. I testified in front of them. I -- I just
16 assumed that it was for the final purposes. I'm sure
17 Jennifer can --

18 Q. Yes, it's fine. I'm not going to throw a
19 bunch of legal terms at you. I mean, I may not even
20 understand.

21 A. Oh, try me.

22 Q. But did it seem more of like a preliminary
23 hearing or was it more on the merits?

24 MS. ROBINSON: I'm going to object. Asked and
25 answered. It's a grand jury, so it's for the purposes

1 of charging, I believe. I'm not going to testify to
2 that.

3 BY MR. BOSCHÉE:

4 Q. Well, that's what I was going to say. I don't
5 know. Where I was going with that is do you know if he
6 was actually formally at this point been charged?

7 A. I -- I don't know the answer to that.

8 Q. All you know is you testified before the grand
9 jury and that was that?

10 A. Yeah.

11 Q. I want to go back to the City Hall project,
12 and I'm going to recover some of the things we talked
13 about a little bit. I'm going to try not to repeat
14 myself, but I want to kind of establish a little bit of
15 a timeline.

16 A. Yes.

17 Q. So you talked a little bit earlier about you
18 did a credit check on CAM. Do you remember that?

19 A. I did.

20 Q. Okay.

21 A. I mean, I do remember.

22 Q. Well, I'm going to put a document in front of
23 you and see if this refreshes your recollection.

24 A. I don't remember what I found.

25 MR. BOSCHÉE: This will be Exhibit 2. I'll

1 just throw Mr. Coleman's copy in the pile.

2 (Exhibit 2 marked.)

3 BY MR. BOSCHEE:

4 Q. Take a second and skim through this and the
5 next page. Do you recognize this document?

6 A. I do.

7 Q. Is this the application that was submitted to
8 you by CAM?

9 A. Yes.

10 Q. Would this have been the document that you
11 would have reviewed? When I say you, you personally or
12 someone on your staff with respect to determining CAM's
13 credit worthiness?

14 A. Yes.

15 Q. Now, fairly standard practice to accept a
16 credit application like this from a potential customer;
17 correct?

18 A. Yes.

19 Q. And then typically, depending on what happens
20 with your credit check, then you follow it up with
21 sending out invoices to the new client; correct? Or to
22 the, I guess, prospective client?

23 A. It -- I mean, I would follow up sending
24 invoices for or -- or -- or goods and services if
25 I -- I don't know. You probably ought to restate that

1 question a little bit.

2 Q. Sure. An application for credit is given to
3 you?

4 A. Right.

5 Q. You run the credit check; right?

6 A. Right.

7 Q. Whether, you know, assurances or good credit
8 or otherwise, you determine to proceed forward with
9 this potential customer? Let's assume that; correct?

10 A. Okay.

11 MS. ROBINSON: Can I object? Are you asking
12 hypothetically or are you asking specifically about
13 CAM?

14 MR. BOSCHEE: Hypothetically.

15 MS. ROBINSON: Okay.

16 BY MR. BOSCHEE:

17 Q. And after that, you would begin invoicing the
18 client; correct?

19 A. If -- if -- if I -- yes. I mean, once -- once
20 the account is established, then -- then providing
21 goods and services followed up by invoices is generally
22 how that works.

23 Q. Sure. Let me ask you this: Between the
24 application for credit and the invoicing for goods and
25 services when you set up the account as you said, is

1 there any other documentation between you and the
2 client, typically?

3 A. Well, yes. And it really depends upon what
4 type of transactions we're doing.

5 Q. Sure. How about with this transaction, was
6 there anything else between the application for credit
7 and your invoicing CAM?

8 A. Well, there was quite a bit of documentation
9 between us and Mojave leading up to this because those
10 were -- that's -- that's the reason for the
11 application.

12 Q. Sure.

13 A. So there was quite a bit of documentation, of
14 which I'm pretty sure you guys have.

15 Q. Yes. And I guess that's what I'm -- and I'm
16 not really talking about that. I know that there was a
17 lot of communication and documentation between yourself
18 and Mojave. I'm talking, Okay. Mojave -- you know,
19 cat out of the bag. We need to use this disadvantaged
20 owner. Here's CAM Consulting. You have CAM submit
21 this credit application, they do, and then between this
22 time and the time you start actually invoicing CAM, was
23 there any other documentation that you recall entering
24 into between Cashman and CAM?

25 A. As far as any more credit agreements or any

1 more other agreements, not that I'm aware of.

2 Q. So basically this and then the invoices was
3 the agreement that you had with CAM; right?

4 A. Again, I -- I mean, this -- this is the
5 agreement I have with CAM and they signed, and really
6 this is an application for credit and it lists terms
7 and conditions. But as far as an agreement whether or
8 not to bill or not to bill him was -- was a different
9 decision. Does that make sense?

10 Q. It does. But I guess what I am asking
11 is -- so let's follow up on that. It was a different
12 decision. When you say that, what do you mean by that?

13 A. Well, what I mean by that, that -- that
14 transaction was, you know, kind of a Mojave
15 instigated -- our -- based on our relationship with
16 Mojave to proceed with the, you know, the invoicing of
17 CAM.

18 Q. Sure.

19 A. This -- this didn't really tell us that it's
20 okay to invoice CAM, not necessarily. This is
21 just -- how do you say, a formality.

22 Q. That --

23 A. So we can set the customer up in the system
24 and bill it to the right name.

25 Q. I think we're talking around each other

1 because I think we're basically saying the same thing.
2 You've got a good relationship with Mojave, you haven't
3 had any problems?

4 A. Well, I --

5 Q. Well, you haven't had problems like this?

6 A. None of this -- none of this magnitude.

7 Q. Haven't had a bounced check, I think was your
8 testimony earlier?

9 A. Yes.

10 Q. CAM comes in, fills out the credit
11 application. Based upon your relationship with Mojave
12 and to some extent this credit application, you set CAM
13 up in the system for an account; correct?

14 A. Well, define account.

15 Q. Well, you tell me what you did. You get the
16 application for credit. How did you start invoicing
17 that?

18 A. I would be happy to.

19 Q. Sure.

20 A. We set them up with an account number. We did
21 not give them a charge account, meaning we're okay with
22 collecting the money after the fact. We wanted our
23 money as -- as close to delivery as possible.

24 Q. Right. Okay.

25 A. So --

1 Q. We'll get into that, too. Because in this
2 case, the money didn't come as close to delivery as I'm
3 sure you guys would normally like. But there was no
4 other paperwork filled out by CAM?

5 A. Not that I'm aware of.

6 Q. Before you started invoicing them?

7 A. I -- well, I mean, if there were any other
8 purchase orders issued, I'm not aware of it.

9 Q. I understand that. But between you guys, they
10 fill this out, you give them an account number, and you
11 start invoicing them?

12 A. Right.

13 Q. Done. Okay.

14 Let's talk about the invoices and some of the
15 timing issues that have flowed from that.

16 MR. BOSCHEE: We'll mark this as
17 Exhibit -- collectively these documents as Exhibit 3.

18 (Exhibit 3 marked.)

19 BY MR. BOSCHEE:

20 Q. Take a second and skim through them if you
21 want to. I think it's Cash 003 through Cash 00 -- I
22 think we stopped at 8. It is some invoices and I want
23 to say a couple of bills of lading. I'll tell you most
24 of my questions will be about the invoices.

25 A. Okay.

1 Q. Do you recognize these documents?

2 A. I do.

3 Q. The first two pages of this appear to
4 be -- well, let me stop there. Let me ask you another
5 question that just popped into my head.

6 For this project, did Cashman ever enter into
7 a contract directly with Mojave?

8 A. We had quoted them, and they had accepted the
9 quote.

10 Q. Right.

11 A. So I guess you could call that a contract of
12 some sort.

13 Q. Written contract?

14 A. Yeah. I think there was written stuff signed
15 by both parties.

16 Q. I guess what I am saying is you didn't have a
17 contractor/subcontractor signed contract. You did this
18 typical quote them, they accept kind of your standard
19 practice with Mojave; correct?

20 A. Yes.

21 Q. I guess I'm wondering, there's not some
22 written document out there between you and Mojave that
23 I haven't seen in this litigation, is there?

24 A. Not that I am aware of.

25 Q. A subcontractor agreement or some type of a

1 supply agreement or anything?

2 A. No. There's no master agreement that I am
3 aware of.

4 Q. Let's take a look at the first invoice. It
5 looks like it's dated February 1, 2011. And total
6 amount of equipment, this one looks like it's
7 \$598,3 -- I'm sorry, \$598,936.26; is that right?

8 A. That's what I read as well.

9 Q. And then the next invoice on CASH005, same
10 date on the invoice, 2/1/11, and this is for
11 \$156,627.92. And then right after that, there's a, you
12 know, smaller one it looks like from March for \$329.71;
13 is that right?

14 A. That's what I read.

15 Q. What was the scope of work that Cashman agreed
16 to with respect to this project?

17 A. How -- what do you mean by that?

18 Q. Well, what were you guys doing? Were you
19 supplying materials?

20 A. We supplied these items here. They are for
21 backup electrical power sources and systems for
22 obviously -- for the project.

23 Q. And I know there was some disagreement
24 apparently last week and on Friday about this. Did the
25 scope of your work, to your understanding, include

1 installation of anything?

2 A. Yes. That was to be part of it, installation
3 and startup.

4 Q. And that was part of what was billed for on
5 these invoices.

6 A. Yes. Now -- now, keep in mind, the
7 installation is not something that you just do in one
8 day.

9 Q. I understand.

10 A. I mean, it happened from start to not quite
11 finish.

12 Q. If you know, when did you start -- well, I'll
13 represent to you the three invoices, the three sets of
14 invoices that we just looked at, you know, we can break
15 out the calculator if you want, but it totaled
16 \$755,893.89.

17 A. Yeah, it should.

18 Q. There aren't any other invoices for work or
19 materials that you are aware of that were provided, are
20 there?

21 A. Not that I'm aware of.

22 Q. I only ask that because that was the same
23 amount that you were supposed to be paid; right?

24 A. Yes.

25 Q. When did you guys start delivering and

1 installing equipment to this project, do you recall?

2 MS. ROBINSON: I'm going to object to the form
3 of the question. If you can define what you mean by
4 "install." Because I don't know that it's completely
5 clear that we're all talking about the same --

6 MR. BOSCHKEE: Well, he said install. That's
7 why I used that word.

8 BY MR. BOSCHKEE:

9 Q. I mean, I'll ask multiple questions, and maybe
10 we can clear it up this way. When did you guys start
11 supplying equipment for this project?

12 A. How about asking -- how about, when did you
13 deliver the equipment?

14 Q. Fair enough. That was going to be my next
15 question.

16 A. The answer is multiple dates, because there's
17 multiple units here.

18 Q. Okay.

19 A. And I don't know the dates all specifically,
20 though I think we probably have some documentation that
21 will support those dates.

22 Q. Sure.

23 A. I know there's pictures and whatnot out there,
24 but not all the stuff was delivered on the same date.
25 And it was -- and delivery was -- yes. It was kind of

1 a range of dates.

2 Q. And then --

3 A. These are -- these are very large units. They
4 take cranes to, you know, drop them off and set them in
5 the right place. And -- yeah. So this is kind of a
6 big deal.

7 Q. I have been over there. This is a lot of big
8 stuff.

9 And I understand we're dealing with a range of
10 dates, but the equipment was delivered before you sent
11 the invoice to CAM, wasn't it?

12 A. I don't know that that is entirely true, but I
13 believe the major pieces were.

14 Q. And the reason I asked that, like is, for
15 example, I'm not looking for a specific, you know, this
16 piece was delivered on January 20th and this piece was
17 delivered -- I truthfully don't care, but if you have
18 got an invoice here that's sent out on 2/1/11, fair to
19 say that most of the equipment, be it in December,
20 January, was delivered by the time this invoice went
21 out; correct?

22 A. I -- yes. I think that is accurate.

23 Q. And so the two sets of invoices go out on
24 February 1st. Fair to assume that all that equipment
25 was delivered. And then we have got this one kind of

1 small -- smaller -- I'm guessing because it's only 329
2 bucks -- that was invoiced on March 25, 2011. Do you
3 know what this is?

4 A. Well, I -- I can read what the invoice says.
5 It says lugs, which are generally some type of bolts.

6 Q. Right. Well, let me ask you this: Did
7 Cashman do any work on this project after -- I mean,
8 work on the project, you know, on site? Did you guys
9 do any work on the project after February 1, 2011, that
10 you are aware of?

11 A. Oh, I don't -- I don't know for a fact.

12 Q. Okay.

13 A. I don't know that -- I don't know the answer
14 to that. That would be a Keith question.

15 Q. Okay. Keith would be the guy to ask.

16 Other than these lug bolts, it doesn't appear
17 any equipment was delivered to the project after
18 February 1st of 2011; is that fair?

19 A. You know, I -- I -- I'm having a hard time
20 with all the delivery stuff because I don't have all
21 that stuff in front of me.

22 Q. Sure.

23 A. And I don't recollect when all the exact dates
24 were. But suffice it to say, the major pieces were
25 delivered prior to the invoice.

1 Q. Prior to the invoice?

2 A. And that's part of the invoice practice for
3 socs and all sorts of things. Things have to get
4 delivered and accepted before you can invoice.

5 Q. Sure.

6 And things need to be delivered and accepted
7 before you can invoice. And then you testified that
8 installation was also part of the job. Was that done
9 in conjunction with the delivery?

10 A. When you say "installation," are you meaning
11 startup and making the whole system functionable and
12 workable as per the specs?

13 Q. You tell me what your understanding of
14 installation is.

15 A. Well, that -- the making of the entire system
16 work and -- and functionable as per the specs, that
17 is -- that dollar amount is included in this.

18 Q. What is the timing of that? Does it happen
19 right around the same time that the equipment is
20 delivered?

21 A. No.

22 Q. Or is there a fair gap?

23 A. There is a significant gap. Again, questions
24 more likely for Keith --

25 Q. Sure.

1 A. -- but I think I can answer a little bit, is
2 there are certain points in that timeframe that we will
3 go out there and do whatever for whatever. You know,
4 because everything is a process and everything goes in
5 stages.

6 Q. Right.

7 A. So, no, it's not just a we drop everything
8 off, leave for six months, and then come back on a day,
9 and turn on the switch.

10 Q. Okay.

11 A. I believe it's -- you know, it's an ongoing,
12 but there's more that happens towards the end when
13 everything is getting ready to start up.

14 Q. And, again, you may or may not know the answer
15 to this. This may be another Keith question, but the
16 installation is included in the invoicing, I think is
17 what you said earlier; correct?

18 A. Well --

19 MS. ROBINSON: I'm going to object. Asked and
20 answered.

21 THE WITNESS: Yeah.

22 BY MR. BOSCHEE:

23 Q. This is actually not -- I'm not trying to
24 trick you. I have a follow-up question. I just want
25 to make sure that's what your understanding is?

1 A. Well, what I understand is -- is the startup
2 is -- you know, the finishing off the process. I mean,
3 whatever you want to call it, whether it's installation
4 or -- the reason I hesitate using that word because
5 it's -- obviously we were trying -- we were trying to
6 sort that out last week. Everybody -- we were kind of
7 trying to make sure we knew what that meant, and I
8 don't know if it was clear. But, yes. The entire
9 machinery that we have sold to them, we did include in
10 this balance to be all functionable and workable
11 according to all the codes and everything that needs to
12 be done.

13 Q. Okay.

14 A. Codes of the city and state that require for
15 occupancy.

16 Q. And we won't use the word "installation," but
17 getting the equipment workable and operational, all of
18 that would be done before you would invoice CAM,
19 wouldn't it?

20 A. No.

21 Q. It wouldn't be?

22 A. No.

23 Q. So the equipment is delivered, the invoice is
24 sent, but the startup, getting it functional that goes
25 on past February 1, 2011?

1 A. Yes. Significantly.

2 Q. So CAM at this point had been billed for it,
3 it's been part of their bill, but their service hasn't
4 been completed yet -- or the service hasn't been
5 completed yet, is the better way to say it?

6 A. True.

7 Q. Do you know when -- and maybe this is a Keith
8 question -- when's the last time that Cashman was on
9 this project actually performing work?

10 A. Don't know.

11 Q. Do you have a general idea of March, April,
12 earlier?

13 A. I -- I couldn't tell you. I really don't
14 know.

15 Q. And the only reason they were out there until
16 April is that's when things blew up?

17 A. Right.

18 Q. You guys didn't do any work after that, did
19 you?

20 A. Again, I couldn't tell you. We didn't -- I
21 mean, again, we have a -- well, had a better, let's
22 say, relationship with Mojave. And so in spite of
23 everything that happened, we were still contracting
24 with them on some other jobs and some other work, and I
25 don't know that we absolutely stopped everything at

1 that point until at a later point in time. But, again,
2 I don't know that we had people out there at this site
3 subsequent to that either.

4 Q. So just so I have got my timeline correct, it
5 looks like the majority of equipment was delivered
6 prior to February of 2011, but you are not sure when
7 the startup and all the workup was done, was completed
8 and when you guys were actually off the project?

9 A. Well, that's -- that's not really a fair
10 question.

11 Q. Okay.

12 A. I mean, you were talking about delivery --

13 Q. Sure.

14 A. -- so, yes.

15 Q. Delivery, we got that?

16 A. But as far as the startup and all the rest of
17 that stuff, I -- I don't know how much of that was done
18 prior to us exiting the premises or -- or not coming
19 back. I don't know.

20 Q. Okay. That's fair.

21 A. But I do know that there is some left to do.

22 Q. Right. Yes. Talked about that last week.
23 But Keith would be someone who would be a person with
24 knowledge on that subject; correct?

25 A. Yes.

1 Q. Now, the three invoices that we saw, we talked
2 about this earlier. It's your understanding that
3 Mojave cut a check for at least the amount of these
4 three invoices, and your understanding it was actually
5 more than that to CAM; correct?

6 A. Yes.

7 Q. And based upon that, you provided what we're
8 going to look at next, this waiver and release upon
9 final payment?

10 A. Well, the reason I know that that check was
11 more is because I have seen his bank records, and we
12 know for a fact that it was.

13 Q. You know now that it was?

14 A. Right.

15 Q. After the fact, you have seen --

16 A. Right. But -- but at the time I knew, too,
17 because there was -- again, there was another couple of
18 vendors involved.

19 Q. Sure. That makes sense.

20 A. Not that that really matters.

21 Q. I want to take a look at this and not spend
22 too much time on this.

23 MR. BOSCHEE: This will be the next exhibit,
24 whatever number we're on. I think we're on 4.

25 (Exhibit 4 marked.)

1 BY MR. BOSCHEE:

2 Q. Take a quick look at this. And I'm guessing
3 you have seen it before?

4 A. I have.

5 Q. Now, you testified earlier, if my recollection
6 is correct, that you swapped this document with
7 Carvalho for the check; correct?

8 A. Yes.

9 Q. And this was signed and notarized by
10 somebody --

11 A. Debra Caldwell.

12 Q. -- on April 26, 2010; correct?

13 A. Yes. That's what it states.

14 Q. Does that refresh your recollection as to the
15 date of the swap or it could have been that day or the
16 day after?

17 A. Yeah. It could have been that day or the day
18 after.

19 Q. We talked about your understanding of
20 unconditional waiver and releases and that they can
21 be -- that if the check bounces, you can terminate them
22 or void them; correct?

23 A. Correct.

24 Q. And we talked about use potentially of a
25 conditional waiver and release under different

1 circumstances, do you recall that?

2 A. I do.

3 Q. Have you guys changed the way that you do
4 things or your policy with respect to swapping
5 unconditional lien releases for checks as a result of
6 this incident or do you still do things the same way
7 you have always done them?

8 A. No, we have not changed. We do -- we still do
9 the things the same way we have always done them.

10 Q. Did you guys complete the work on this
11 project?

12 A. I thought we just covered that.

13 Q. The work that you agreed to perform. The
14 deliver, and then the startup and installation?

15 A. Well, yeah. We -- we just -- we just covered
16 that and the fact that --

17 Q. Right.

18 A. -- yes, there's still something out there left
19 to be done.

20 Q. Could you -- I asked the question and I just
21 made a note of it. Do you know what's left to be
22 completed, other than obviously the installation and
23 the safety codes?

24 MS. ROBINSON: I'm going to object. Asked and
25 answered. And I think he previously testified as to

1 what you're asking.

2 THE WITNESS: Yeah.

3 BY MR. BOSCHEE:

4 Q. I don't think he did. I don't think he
5 clarified. That's why I made a note of it. I don't
6 think he clarified what still needs to be done. That's
7 why I asked again. Again, I'm not trying to trick you.

8 A. I can answer that. I can simply state it's
9 what we call a startup --

10 Q. Okay.

11 A. -- which basically is the final phase
12 of -- of, you know, the -- the sale, making everything
13 workable and functionable.

14 Q. Something just occurred to me that everybody
15 in this room knows what you mean by startup, but
16 someone else reading this transcript, maybe a judge or
17 somebody, might not. What do you mean when you are
18 talking about startup? Explain it very -- like I have
19 never been in the construction field or never been to a
20 job site. What do you mean by that?

21 A. Well, I'm going to let Keith answer that
22 question.

23 Q. Okay.

24 A. Because, again, I'm -- I'm the person most
25 knowledgeable about the deal in its entirety, but about

1 the specifics and startup, I'm not a power generation
2 person. I don't know what that all entails. But
3 suffice it to say, to -- to make it workable and
4 functionable according to all the -- the codes of the
5 building codes.

6 Q. And I wasn't looking for the technical specs
7 that Keith might be able to give me. I was looking
8 for -- you've used the word "startup" a handful of
9 times. I just wan to make sure the record is clear for
10 a layperson reading it, what you mean by startup when
11 you are referring to that, and I think you just
12 answered it.

13 A. Yeah. And that process generally happens
14 toward the latter part of the project.

15 Q. And some of that still needs to be completed;
16 correct?

17 A. Yes.

18 Q. Now, at some point after all this
19 unfortunateness happens, you guys did leave the
20 project; correct, Cashman? You stopped working?

21 A. Again, I don't know -- I mean, we did not
22 finish and complete.

23 Q. Right.

24 A. Everything that -- the startup, if that makes
25 sense. I don't -- I don't know what point -- at what

1 point that was or what that even actually means, but,
2 yes, we did not come back and finish everything.

3 Q. And that may be a better question for Keith,
4 but I just wanted to kind of get to my next thing.

5 Do you recall receiving a demand or any kind
6 of communication from Mojave to come back and finish up
7 what was still left to be done?

8 A. I believe you guys sent some legal
9 correspondence demanding that we do that.

10 Q. Okay.

11 A. Do -- is that the case?

12 Q. Well, I'll represent to you that I think you
13 got it from both Mojave and perhaps our office.

14 A. Okay.

15 Q. But you recall receiving a demand request from
16 Mojave to finish up; right?

17 A. Yes.

18 Q. You didn't do that; right?

19 A. No.

20 Q. You didn't go back there after receiving that
21 demand, did you?

22 A. Not that I am aware of, no.

23 Q. Do you recall in the demands that you received
24 Mojave having issues with the quality or functioning of
25 the materials that had been provided by Cashman?

1 A. I don't -- I don't recall those documents
2 stating anything like that. Not that they didn't, I
3 just -- I just haven't seen them or reviewed them in
4 the recent past.

5 Q. Do you ever recall, either from our office or
6 directly from Mojave -- and this may come directly from
7 Mojave -- requesting a repair of any of the materials,
8 any of the equipment that Cashman had provided?

9 A. I don't recall.

10 Q. Would that be something that Keith might be
11 better -- would he have handled that or would that be
12 something that you dealt with?

13 A. No. That probably would have been him,
14 but -- primarily. However, all it would take is simply
15 reviewing the document, and I could answer the
16 question.

17 Q. Well, let's talk about the -- at some point
18 when the payment wasn't made, you guys decided that
19 going the mechanic's lien route is what needed to
20 happen; correct?

21 A. Yeah, absolutely.

22 Q. We will mark the next one in line. And,
23 again, I suspect -- I don't know, but this may
24 be -- you may or may not have any recollection of any
25 of this.

1 MR. BOSCHEE: This is Exhibit 5, I believe.
2 (Exhibit 5 marked.)

3 BY MR. BOSCHEE:

4 Q. Take a look at this document. It's entitled
5 notice of right to lien. It's typically referred to as
6 prelien notice. Do you recognize this document?

7 A. I do.

8 Q. It says it was prepared by CMA Forms Filing
9 Service. Does that ring a bell?

10 A. Yes.

11 Q. Is that something that you guys use a lot?

12 A. Yes.

13 Q. This wasn't something that was prepared
14 by -- and I don't want to know any communications, per
15 se. This wasn't anything that was prepared by counsel;
16 was it?

17 A. No.

18 Q. It's not something that you would typically
19 hire your attorney to put together, is it?

20 A. As much as we love her, no. She's too
21 expensive.

22 Q. Exactly. I was going to say that's not just a
23 Jennifer issue.

24 To the best of your understanding and
25 recollection, is this the only prelien notice that you

1 guys provided to this project?

2 A. To my knowledge, yes.

3 Q. This was served, it looks like on the
4 parties -- and if you look midway down the page, this
5 might refresh your recollection -- served on the
6 parties by mail on about April 20, 2011; is that
7 correct?

8 A. That's what it states, yes.

9 Q. Why did you guys decide to do a prelien notice
10 at this time before you had even gotten the check?
11 What kind of spurred this on in your decision-making
12 process?

13 A. The issues at hand.

14 Q. What issues were at hand at that point?

15 A. The nonpayment.

16 Q. The nonpayment -- explain yourself. I'm
17 missing what you're --

18 A. We had not been paid yet.

19 Q. The invoices were a little old?

20 A. Yes. And Angelo was not present.

21 Q. When the rubber hit the road and Angelo
22 finally showed up on the 27th-ish, give or take, 26th,
23 27th, and you swapped the check for the release, you
24 didn't release the prelien notice or anything, did you?
25 You kept it in place?

1 A. Well, there's -- there's no -- I mean, it's a
2 notice.

3 Q. I understand.

4 A. There's no release or anything required to
5 these. It's just a notice.

6 Q. I guess what I am getting at is -- I
7 understand what you are saying. You didn't send
8 anything to any of the folks saying, Okay. We're paid,
9 we're good, don't worry about it?

10 A. No. I mean, not in regards to --

11 Q. It's not something that you would typically do
12 anyway, is it?

13 A. No, not like that.

14 Q. I'm going to show you the next one, which is
15 the lien.

16 (Exhibit 6 marked.)

17 BY MR. BOSCHEE:

18 Q. I'm guessing you recognize this document?

19 A. I do.

20 Q. Is that your signature at the bottom of the
21 page?

22 A. Yes.

23 Q. And on the next page?

24 A. Yes, indeed.

25 Q. Does this appear to be a true and correct copy

1 of a mechanic's lien that you guys recorded?

2 A. Yeah.

3 Q. And this one, this one you did have counsel
4 assist you with; is that correct?

5 A. Yes.

6 Q. I don't want to get into communications that
7 you had with Jennifer at all. I really don't. Let me
8 ask you this: Who determined the amount of the
9 original contract in line 1? Was that you or your
10 counsel?

11 A. I -- I sent her all the paperwork and -- and
12 told her how much it was.

13 Q. So the determination of the amount of the lien
14 was something that you guys determined and then --

15 A. Yes.

16 Q. -- forwarded on?

17 And that was based on the invoices we looked
18 at --

19 A. Yes.

20 Q. -- about an hour ago; correct?

21 A. Yes.

22 Q. Materials supplied, that included the startup,
23 whatever we want to call it, installation, startup,
24 getting the stuff working; correct?

25 A. Yes.

1 Q. Did you at that time have any reason to
2 believe that that number was not accurate?

3 A. No.

4 Q. Sitting here right now, do you have any reason
5 to believe that number might not be accurate?

6 A. No.

7 Q. You testified earlier that the startup,
8 getting everything working, was part of what you
9 invoiced for, and in particular, on February 1, 2011;
10 correct?

11 A. Yes.

12 Q. That's part of what's in that invoicing? But
13 it wasn't done yet because that happens as a process
14 over the course of the project; correct?

15 A. Yes.

16 Q. And then you told me that there's still some
17 of that that needs to be done because, you know, you
18 guys just didn't finish it; correct, primarily because
19 of what happened here?

20 A. Yes.

21 Q. So you would agree with me, wouldn't you, that
22 the \$755,893.89 includes at least some services, some
23 startup services you guys haven't actually performed
24 yet, wouldn't you?

25 A. Yes.

1 Q. But you still included it in your notice of
2 lien?

3 A. Yes.

4 Q. Do you have an intention to perform those
5 services at some point?

6 A. Yes.

7 Q. When?

8 A. When we're paid.

9 Q. Okay.

10 A. Did you expect that?

11 Q. I did expect that.

12 And to the extent, if for whatever reason you
13 guys don't get paid as a result of this lawsuit or
14 hopefully for everybody Mr. Carvalho winning the
15 lottery, those services aren't going to be performed
16 until you actually get the money; right? You are not
17 going to go back out there, other than what the court
18 apparently ordered you to do on Friday, but you aren't
19 going to go out there and perform additional services
20 on this project, are you, until you get this money?

21 A. That is our plan, yes.

22 Q. Okay.

23 A. Unless other legal ramifications present
24 themselves.

25 Q. I understand.

1 Do you have anything else you want to tell me
2 about the amount of the lien, the \$755,893.89 that you
3 believe, other than what we just talked about, you have
4 no other issues with the amount, do you?

5 A. No. It's the sum of invoices that we have
6 given.

7 Q. Well, around the same time, I think you guys
8 served, if I'm not mistaken, a notice to the general
9 contractor; correct? I'm going to show it to you. I'm
10 just asking.

11 (Exhibit 7 marked.)

12 BY MR. BOSCHEE:

13 Q. I will represent to you that I'm fairly
14 certain that that's Jennifer's signature on the bottom
15 of the page, having seen it a couple of times, but have
16 you seen this document before?

17 A. Yeah.

18 Q. Do you recognize it?

19 A. Uh-huh.

20 Q. This is a true and correct copy of the 90-day
21 notice that was sent to Whiting Turner; is that right?

22 A. I believe so, yes.

23 Q. And was this notice sent in an effort to
24 preserve a claim against Whiting surety?

25 A. Yes.

1 Q. Date on the notice June 24, 2011, is that
2 accurate, to the best of your knowledge?

3 A. Yes.

4 Q. No other notices were served before this date,
5 were they?

6 A. I don't know that to be true.

7 Q. Have you seen any?

8 A. Not that I am aware of.

9 Q. In fact, this is the only 90 day notice to the
10 general that you have ever actually seen; is that
11 correct?

12 A. Yes.

13 Q. And -- disregard that. I was going to ask a
14 bad question and I'm not going to.

15 A. Thank goodness.

16 Q. Exactly. I have asked plenty of bad ones
17 already.

18 You have -- and, again, I'm going to try to
19 steer this away from legal conclusions as best I can,
20 but Cashman has brought a claim in this lawsuit for
21 fraudulent transfer against Mojave. Do you have an
22 understanding of that, that that claim has been
23 asserted?

24 A. Yes.

25 Q. Factually, what is the basis, sitting here

1 right now, your understanding, what factual basis do
2 you have for asserting that claim?

3 A. Would you like me to answer that?

4 MS. ROBINSON: No. You can answer it to the
5 best of your knowledge.

6 BY MR. BOSCHEE:

7 Q. To the best of your knowledge.

8 MS. ROBINSON: But if you don't have a clear
9 understanding --

10 BY MR. BOSCHEE:

11 Q. And then I'll follow-up with some other
12 questions as to elements if you don't.

13 A. There were checks cut back to Angelo Carvalho
14 in significant amounts that we believe some of those
15 funds should have been ours, if not all of them.

16 Q. Checks cut to Carvalho or checks from
17 Carvalho?

18 A. Checks cut from Carvalho back to Mojave.

19 Q. Those were two checks, if memory serves;
20 correct?

21 A. (Witness nods.)

22 Q. Right around the same dates we're talking
23 about, end of April?

24 A. Yes, yes.

25 Q. What investigation have you done with respect

1 to those checks and the job that they came from, if
2 any?

3 A. I -- we were limited to what Mojave has
4 supplied us.

5 Q. Do you have an understanding as to what job
6 they relate to?

7 A. Again, our information directly comes from
8 Mojave.

9 Q. What has Mojave told you about those checks?

10 A. They said they were in relation to something
11 else.

12 Q. Another job?

13 A. Yes.

14 Q. Who told you that, Francis again?

15 A. No. That came from a -- I don't recall when
16 we got that information. There was -- there was a
17 meeting between our president and Keith Lozeau and an
18 owner of Mojave. I forget what his name is right off
19 the bat.

20 Q. Troy Nelson?

21 A. I believe it was with Troy and Brian Bugney
22 (phonetic). There were several things that came out of
23 that meeting. It could have been -- resulted from that
24 meeting. There was also --

25 Q. While you have got that in your train of

1 thought, what else came out of that meeting, if you
2 recall?

3 A. That we didn't receive payment.

4 Q. Obviously.

5 A. So not much.

6 Q. I think we will all agree on that point, but
7 anything else? What else did you guys talk about
8 during that meeting?

9 A. I was not present. I was out on vacation, so
10 I was not there.

11 Q. But you are fairly certain that these two
12 checks came up in that meeting?

13 A. Yes.

14 Q. Have you personally had any conversations with
15 anybody at Mojave about these two checks?

16 A. No, I have not.

17 Q. And the entire source of your information
18 regarding these two checks and why they were paid comes
19 from what you've gleaned from Mojave; correct?

20 A. Well, the way when about the checks is Angelo
21 Carvalho's bank records.

22 Q. Right.

23 A. So that's -- that's where that is.

24 Q. So you get the bank records from Carvalho and
25 you see these checks going back to Mojave and a red

1 flag goes up. And so at some point, you or somebody
2 else contacts Mojave and says, Hey, what's up with
3 this?

4 A. Yeah. And we have not really gotten a clear
5 response as to what it really is.

6 Q. When you say "we haven't got a clear detail,"
7 what response have you gotten?

8 A. Based on -- again, if my recollection serves
9 me well, and it's secondhand.

10 Q. I understand. And Keith -- I maybe have to
11 ask him about that.

12 A. No. It's Keith and my president --

13 Q. Sure.

14 A. -- that it was -- was not related to this job,
15 which we don't entirely feel is true.

16 Q. Why not?

17 A. Well --

18 Q. I mean, what is the basis for your belief?

19 A. Again, the timing of the checks. I mean, that
20 he wrote those checks upon receiving his check from
21 Mojave.

22 Q. Okay.

23 A. All one check, from what I understand, in
24 that -- in that instance, and he didn't have enough
25 money to pay him until he got his check from Mojave,

1 which was -- I mean, there's -- there's a -- there's a
2 kind of a series of check that come into CAM prior to
3 that. But this was the big one, and this is the time
4 that he paid it back, which we feel was -- timing meant
5 that that was really our money from Mojave.

6 Q. But you testified earlier that you have an
7 understanding that Mojave wrote a check in the amount
8 greater than the amount that was owed to Cashman to
9 Carvalho at that point; right?

10 A. Yes.

11 Q. So at least theoretically, he could have had
12 enough money to pay it back if there was money owed to
13 Mojave. He could have paid both of you, theoretically;
14 right?

15 A. Well, he should have been able to pay all of
16 us theoretically, yes.

17 Q. This other job that Mojave articulated or told
18 you or indicated that this money was for, have you guys
19 looked into that job at all? Have you done any
20 independent investigation?

21 A. We -- we don't know what job that is. We
22 don't have any details that I'm aware of.

23 Q. Mojave never told you what job it was?

24 A. I -- I don't -- I don't know.

25 Q. Okay.

1 A. Whether or not they told somebody else, I am
2 not aware of, but I don't know.

3 Q. In your meetings with Carvalho, let's start
4 there, meetings and telephone conversations?

5 A. Uh-huh.

6 Q. Did he ever explain what his relationship was
7 with Mojave?

8 A. Other than he had been -- I mean, he actually
9 showed me the checks that he had signed and sent to the
10 two other vendors in the second deal, which meant that
11 he was the disadvantaged business owner entity for
12 several other vendors in relation to Mojave's dealings.
13 But other than that, I don't know.

14 Q. So he showed you checks where he had kind of,
15 where Carvalho and CAM --

16 A. I'm sorry, to clarify, copies of checks.

17 Q. Sure. Where he had been in this position
18 before, where he had been the disadvantaged business
19 owner used by Mojave on other projects; correct?

20 A. I don't know that they were other projects. I
21 think this one was -- this project?

22 Q. This project?

23 A. Yes.

24 Q. Did you talk to anybody at Mojave about what
25 their relationship was with CAM or Carvalho or why they

1 wanted to use this particular entity?

2 A. No.

3 Q. Did Francis ever indicate anything other than
4 she had a friendship with Carvalho?

5 A. She -- she was a point of contact and was able
6 to talk to him on a regular basis and a fountain of
7 information when it came to tracking him down.

8 Q. With respect to that, obviously you contacted
9 Mojave when the funds didn't clear, and there was \$800
10 left in the bank account; correct?

11 A. Yes.

12 Q. Did Francis or anyone else at Mojave offer any
13 suggestions as to how to get to this guy or how to get
14 funds out of this guy or what he had been doing?

15 A. Again, my perspective was, Hey, can we put a
16 stop payment on the check? Let's see what we can do to
17 get that done. I don't know that they offered any
18 suggestions. I don't recollect them making any
19 suggestions.

20 Q. Okay.

21 A. I would have -- anything.

22 Q. Help. I understand.

23 So you've also -- I think there's -- and I
24 don't want to get into any legal terms, but there's
25 this kind of idea in the allegations and some of the

1 documents we've seen of kind of a conspiracy between
2 Mojave and Angelo Carvalho and CAM with respect to this
3 project; is that right? Is that your understanding?

4 A. Yeah. We -- we believe -- again, to restate,
5 we believe that those funds that CAM wrote a check back
6 to Mojave should -- should be ours.

7 Q. Okay.

8 A. And that's where we think the misdeeds are.

9 Q. But sitting here right now, you don't have any
10 knowledge or understanding of any kind of special
11 interpersonal relationship between Mojave and CAM or
12 anybody at Mojave and Angelo Carvalho, do you?

13 A. I -- I do know that -- I forget. I don't know
14 with which individual at Mojave it was. It wasn't
15 Francis. It was -- I believe it was one of the
16 owners --

17 Q. Okay.

18 A. -- had a relationship with him and he was the
19 one that referred Keith, our guy, to CAM. And, in
20 fact, when Keith did meet with CAM, it was at Mojave's
21 office.

22 Q. You don't remember who that was?

23 A. I -- I don't recall. Keith would know.

24 Q. Okay. I'll ask Keith about that.

25 But, I mean, sitting here right now, your

1 understanding -- again, for the limited purpose of the
2 person most knowledgeable for the subjects listed --

3 A. Uh-huh.

4 Q. -- but sitting here right now, your basis for
5 the conspiracy, fraudulent transfer type accusations,
6 allegations that have been made --

7 A. Uh-huh.

8 Q. -- is really only those two checks being cut
9 and the timing of them; isn't that right?

10 A. Yes.

11 Q. And you have done no other investigation as to
12 why those checks were cut or the job that they were cut
13 for?

14 A. No. I mean, again, we are limited to what
15 Mojave is willing to provide, and we have not received
16 any additional evidence on that.

17 Q. Sure.

18 MR. BOSCHEE: If I can take about two minutes,
19 I want to go back over my notes. I think we're just
20 about done.

21 MS. ROBINSON: Okay.

22 (A short break was taken.)

23 MR. BOSCHEE: Back on the record.

24 BY MR. BOSCHEE:

25 Q. You understand you are still under oath?

1 A. I do.

2 Q. Couple of just cleanup that I probably know
3 the answers to but you talked about the fact that you
4 did not set up a charge account with CAM. Do you
5 remember talking about that?

6 A. I did.

7 Q. What is a charge account?

8 A. Something where you buy now, pay later.

9 Q. And you buy now, pay later, how exactly is
10 that different than the arrangement you did set up with
11 CAM?

12 A. Well, we didn't never receive the money.

13 Q. I understand.

14 A. So it ended up being that way, but that's not
15 the way it was intended.

16 Q. It was intended to be relatively immediate
17 payment?

18 A. Yes.

19 Q. Why didn't you set up the charge account with
20 CAM?

21 A. I didn't feel they had enough credit to open
22 up a \$755,000 line of credit for a brand new customer I
23 have never heard of before with limited credit
24 information.

25 Q. Sure. But setting up a charge account

1 wouldn't have really benefited Cashman in this
2 situation?

3 A. It -- it wouldn't have changed what the
4 outcome would have -- well, would have, should have,
5 could have, but it wouldn't have had any bearing on
6 what happened.

7 Q. In an effort in trying to avoid another
8 deposition and maybe get away with this with a
9 subpoena, do you know who your insurance carrier is?

10 A. No.

11 Q. Okay.

12 A. Well, I mean I -- I know who our agent is,
13 it's Jenkins Athens.

14 Q. But you don't know who you are insured with?
15 Because we would send a subpoena to them asking them
16 for the claim information, but if you don't know, you
17 don't know.

18 A. If you would like a written statement from my
19 CFO, we could do that.

20 Q. Or we could send something over.

21 MS. ROBINSON: Send a request over.

22 BY MR. BOSCHEE:

23 Q. We'll send a request over. I was just hoping
24 you might know off the top of your head, so we could
25 send a subpoena out to the insurance, but it's fine.

1 That's not the end of the world either.

2 Other than that, the last question I always
3 ask, and your counsel is almost certainly going to
4 object because Brian always objects, are there any
5 other topics that you are planning to testify about in
6 this case that we have not discussed today at this
7 deposition?

8 MS. ROBINSON: I'm going to object that that's
9 not really a question, but go ahead.

10 THE WITNESS: I -- I -- I mean, I don't know.
11 We just take it day by day.

12 BY MR. BOSCHEE:

13 Q. I understand that. But I guess what I am
14 saying is are there any other areas of knowledge or
15 information that you have that you are planning to
16 relate to the Court or testify about at trial in this
17 case that we have not discussed at this deposition
18 today?

19 A. I think our deposition has been fairly full
20 bodied, but I -- I don't know -- I don't know what else
21 I could testify to. I mean, there's probably some
22 little things here and there, but I don't -- I
23 couldn't --

24 Q. But no major topic areas, though?

25 A. Well, we discussed the nonpayment and how that

1 came about and that kind of stuff. So, I mean, there
2 are probably a lot of other aspects to the case, but
3 none that I'm --

4 Q. I just wanted to make sure --

5 A. Unless you have anything specifically you
6 would like to add or whatever, but --

7 Q. No. We have gotten -- I mean, there are a lot
8 of specific things that I may need information from
9 other folks about, but I just wanted to make sure there
10 was no other broad topics that you are like, Oh, well,
11 actually, I know all this stuff about this other area.
12 I just want to make sure we have covered everything.

13 A. Well, like I said, there's a lot of aspects to
14 the case.

15 Q. Sure.

16 A. But I can't -- I can't say whether we have
17 covered them all or not. I guess that's your opinion.

18 MR. BOSCHEE: Okay. I have no further
19 questions. Your counsel may ask you questions, but I
20 doubt it.

21 MS. ROBINSON: No questions.

22 MR. BOSCHEE: Okay.

23 (Thereupon, the deposition concluded at
24 11:52 a.m.)

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CERTIFICATE OF DEPONENT

PAGE	LINE	CHANGE	REASON

* * * * *

I, SHANE NORMAN, deponent herein, do hereby certify and declare under the penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected and do hereby affix my signature to said deposition.

SHANE NORMAN, Deponent

CERTIFICATE OF REPORTER

STATE OF NEVADA)
COUNTY OF CLARK)

I, Michelle R. Ferreyra-Marez, a Certified Court Reporter licensed by the State of Nevada, do hereby certify: That I reported the deposition of SHANE NORMAN, commencing on THURSDAY, AUGUST 16, 2012, at 9:43 a.m.

That prior to being deposed, the witness was duly sworn by me to testify to the truth. That I thereafter transcribed my said stenographic notes into written form, and that the typewritten transcript is a complete, true and accurate transcription of my said stenographic notes, and that a request has been made to review the transcript.

I further certify that I am not a relative, employee or independent contractor of counsel or of any of the parties involved in the proceeding, nor a person financially interested in the proceeding, nor do I have any other relationship that may reasonably cause my impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my office in the County of Clark, State of Nevada, this 30th day of August, 2012.

MICHELLE R. FERREYRA-MAREZ, CCR No. 876

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1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3
4 CASHMAN EQUIPMENT COMPANY,
5 a Nevada corporation,

6 Appellant,

7 vs.

8
9 WEST EDNA ASSOCIATES, LTD., dba
10 MOJAVE ELECTRIC, a Nevada
11 corporation; WESTERN SURETY
12 COMPANY, a surety; THE WHITING
13 TURNER CONTRACTING
14 COMPANY, a Maryland corporation;
15 FIDELITY AND DEPOSIT COMPANY
16 OF MARYLAND, a surety;
17 TRAVELERS CASUALTY AND
18 SURETY COMPANY OF AMERICA, a
19 surety; QH LAS VEGAS LLC, a foreign
20 limited liability company; PQ LAS
21 VEGAS, LLC, a foreign limited liability
22 company; L W T I C SUCCESSOR LLC,
23 an unknown limited liability company;
24 FC/LW VEGAS, a foreign limited
25 liability company;

26 Respondents.

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 A653029**

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