

1    them listed here.

2               MR. PEZZILLO:  So we would -- we already have the  
3   judgment against CAM and Angelo and Janel.  So then it would be  
4   Mojave --

5               THE COURT:  Okay.

6               MR. PEZZILLO:  Western Surety.

7               MS. LLOYD-ROBINSON:  I mean, on the mechanic's lien  
8   it would be Mojave and Western Surety.  On the payment bond --

9               THE COURT:  Hold on a second.  Mojave and Western  
10   Surety, that's the mechanic's lien.  All right.

11              MS. LLOYD-ROBINSON:  On the payment bond it would be  
12   Mojave and Western Surety.

13              THE COURT:  Okay.

14              MS. LLOYD-ROBINSON:  The unjust enrichment claim that  
15   remains is against the owner which we had named as QH Las  
16   Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, FC/LW Vegas.  
17   Those are all forced necessity entities.

18              THE COURT:  Actually, just in your view, Ms. Lloyd,  
19   the unjust enrichment claim is just against the owners?

20              MS. LLOYD-ROBINSON:  At this point.

21              THE COURT:  And that's also limited to the amount in  
22   escrow?

23              MS. LLOYD-ROBINSON:  Correct.  Yes, it was toward the  
24   amount that had been withheld by the owner toward the  
25   generators.  And I think Your Honor had questioned the

1 consolidated case. Were you wondering the procedural history  
2 of the consolidated case in that inquiry?

3 THE COURT: No, I'm okay on that now.

4 MS. LLOYD-ROBINSON: Okay.

5 THE COURT: But thank you.

6 All right. Well, could you identify yourself,  
7 please, for me, the gentleman who if I had your hair I'd get  
8 reelected easily.

9 MR. VANDERPOOL: My name is Lee Vanderpool. I'm the  
10 CFO of Cashman.

11 THE COURT: All right. I don't know that you've been  
12 here a lot.

13 MR. VANDERPOOL: Pardon?

14 THE COURT: You haven't been around here a lot, have  
15 you?

16 MR. VANDERPOOL: No. No, this is my first time.

17 THE COURT: Okay. Well, I wanted to say to Ms. Lloyd  
18 and Mr. Pezzillo, that was a pretty darn good job.

19 MS. LLOYD-ROBINSON: Thank you.

20 MR. VANDERPOOL: Thank you, Your Honor.

21 THE COURT: And I want you to know that.

22 MR. VANDERPOOL: I agree.

23 THE COURT: All right. We're going to take a break  
24 for about --

25 What time is break this evening, Ms. Lloyd?

1 MS. LLOYD-ROBINSON: I'm actually good today. So as  
2 long as, Your Honor, would like.

3 THE COURT: You're good today, okay. Well, why don't  
4 we take a break and until about five till. Okay. That's about  
5 a 15 minute break.

6 MR. BOSCHÉE: Sure.

7 THE COURT: And then when we come back, Mr. Boschee,  
8 I'll hear from you.

9 MS. LLOYD-ROBINSON: Thank you.

10 MR. BOSCHÉE: Thank you, Judge.

11 (Proceedings recessed 3:40 p.m. to 3:58 p.m.)

12 THE COURT: It's time for the closing argument.

13 MR. BOSCHÉE: Okay. Briefly, I don't have as many  
14 documents to show. So I did not prepare a PowerPoint, but I  
15 will be using the Elmo for a handful of things.

16 Preliminarily I did want to start by thanking the  
17 Court and the court staff. I know this has been a long case.  
18 There's been a lot of briefing. There's been, you know, a lot  
19 to deal with, and the Court has been very accommodating and  
20 understanding with respect to all of the requests that we've  
21 made. So preliminarily I would like to thank the Court and  
22 staff for that.

23 I would also like to take a moment to thank opposing  
24 counsel who has despite the, you know, contentious nature of  
25 this litigation they've been a pleasure to deal with. They

1 have always conducted themselves with the utmost professional  
2 courtesy and ethics which -- I've known them for a long time --  
3 isn't surprising, but it is -- it makes cases like this a lot  
4 easier.

5           So with that said -- and I'll apologize again, I am a  
6 little under the weather so my voice isn't all there today --  
7 but for all the legal arguments and technical issues that have  
8 come up in this case, the main dispute, the main issue is  
9 really quite simple I think. Everybody agrees -- and the Court  
10 has said it already today -- that CAM and Carvalho stole the  
11 \$755,000. He is really as the crow flies the bad guy in this  
12 case.

13           So ultimately what we need to -- what the Court is  
14 going to be asked to do is to determine, are you going to hold  
15 Cashman responsible for the decisions -- and I would say the  
16 poor decisions -- that they made vis-à-vis dealing with CAM, or  
17 again essentially are you going to hold Mojave responsible for  
18 the things that transpired with Cashman and CAM. That's really  
19 what the case comes down to.

20           And I thought it was interesting that Mr. Pezzillo  
21 referenced, said in his closing, Well, if we knew then what we  
22 know now, I am sure things would've been different. Well, I  
23 would represent to the Court in 2010, 2011, Cashman did know  
24 some things. They knew that Mr. Carvalho and his company  
25 didn't have much credit. They knew he didn't have much money.

1 They knew that he was very flighty and difficult to get a hold  
2 of.

3           These are things that they knew going in, going into  
4 the check exchange, going into the process, and yet sitting  
5 here today they're saying, Well, if we had the benefit of  
6 hindsight. Well, we don't need hindsight here, Judge. We  
7 actually have the current knowledge of Cashman and Shane Norman  
8 to fall back on.

9           And against that backdrop and before I get to  
10 specific claims, here's why I believe ultimately Cashman should  
11 be held solely responsible. Cashman at the end of the day had  
12 options for a disadvantaged business entity, and it's been  
13 interesting the last couple days. Your Honor had some comments  
14 and some questions about the placeholder effect of these and  
15 how that's really not the way this is supposed to work.

16           Well, I would represent to Your Honor the reason that  
17 companies like Codale and NEDCO -- which I've done work with  
18 both of them, represented both of them -- they're  
19 hundred-million-dollar companies. They're not placeholder  
20 companies. They are real legitimate suppliers of materials.  
21 You don't stick them in the middle of a contract and get a half  
22 point and put them on letterhead. They're real business  
23 entities, and they do this on projects like this going forward.

24           Cashman had the option of using a company like that.  
25 They had an option of using a NEDCO Supply or a Codale Energy,

1 and they chose not to. They made the election to go with CAM  
2 Consulting, a company that they had never had any experience  
3 with, never worked with, had virtually no experience in the  
4 City of Las Vegas as opposed to the other two entities that  
5 were submitted. They made the election to go -- and again I  
6 said in my trial brief and Mr. Pezzillo called me on it -- they  
7 elected to put a little bit of money in their pocket, save a  
8 little bit of money.

9           It turned out -- I did a little bit of math after  
10 hearing the numbers yesterday -- they saved about \$18,000 by  
11 going with CAM instead of going with a real company that would  
12 have actually probably done some work and actually helped them  
13 with the supplier. They saved about \$18,000, and in doing that  
14 they put \$755,000 at risk by going with this other company, but  
15 that was their choice. They had options. They chose the least  
16 expensive of the three. They chose -- what it amounted to --  
17 as Your Honor pointed out -- a placeholder. They didn't want a  
18 real company for 3 percent. They wanted a placeholder, their  
19 decision.

20           So against that backdrop that's a decision that they  
21 made, and we also know that the disadvantaged business entity  
22 was something -- and I don't think there's any dispute about  
23 this -- this was something that was imposed. The City required  
24 it. They said, Listen, you're going to use disadvantaged  
25 business entities, and that was passed down from the owner,

1 that was passed down to Whiting, that was passed down to  
2 Mojave, and it was ultimately passed down to Cashman. The  
3 issue here isn't whether they had to use a disadvantaged  
4 business entity. It's which one they chose to use.

5           And I think that's an important distinction because  
6 it kind of got lost among all the testimony yesterday that,  
7 well, Mojave decided that we had to use a disadvantaged  
8 business entity in this particular instance, and they decided  
9 we needed to use a placeholder. No, they didn't. This was  
10 Cashman's choice. They got the election of which one to use,  
11 and they went the cheap route, and truthfully in this instance  
12 they got what they paid for. They went with a -- they made a  
13 bad decision. It's going to be a theme.

14           Cashman, after an initial introduction -- which is  
15 really all Mojave did -- introduced them, set up a meeting.  
16 They sat in the conference room and went through and shook  
17 hands and came to an agreement, and Cashman actually negotiated  
18 the rate down from 1 point a half a point on CAM's contract.  
19 That's not something Mojave did. Mojave basically made an  
20 introduction. Cashman decided to go with the cheap option, and  
21 then even got it cheaper, got it down to about \$3700. Okay.  
22 That's not an insignificant fact in this case, and again, it's  
23 a decision and a process that Cashman entered into and  
24 endeavored to make.

25           Cashman kind of strangely -- and I'll put the

1 application up -- waited until -- and again this is the first  
2 page of the packet I gave you as well -- but, I mean, they wait  
3 until the contract is entered into, the equipment is being  
4 delivered, the equipment, you know, the large equipment is  
5 about to be delivered, they wait until literally the last  
6 minute to run this guy's credit. Apparently Mr. Norman didn't  
7 even know that CAM was involved in this project.

8           So he gets involved and decides to run the credit,  
9 okay. And what does he find? The Court heard Mr. Norman  
10 testify. Well, they didn't have any credit. They didn't have  
11 any credit to speak of, something that really concerned him,  
12 something that gave him a lot of pause, not that they had bad  
13 credit -- I don't think I ever said that. I don't think I ever  
14 said that in my trial brief -- that they had no credit. They  
15 were in entity that had no credit to speak of.

16           You also heard Mr. Norman say that this is  
17 something -- this is a company that Cashman refused to extend  
18 credit to. Cashman wouldn't extend this entity credit, and  
19 Mr. Norman went on to say on direct examination which is  
20 something he said in his deposition as well that under normal  
21 circumstances Cashman wouldn't have even done business with  
22 this company as a customer. This is a company that based on  
23 this credit information he would never even wanted to do  
24 business with, okay, but the die was already cast. I mean,  
25 that ship had already sailed because the delivery was in



1 process, and they were about to do it.

2 So they kind of had to live with that, but at this  
3 point Shane Norman knows that this is a company that his --  
4 that Cashman and he as the credit manager wouldn't really want  
5 to do business with on a going forward basis.

6 So fast forward a few months. It comes time to do  
7 the payments, and Mr. Norman happens to be the person who is at  
8 the check exchange. He's the guy, ironically the guy who  
9 looked at his credit, was concerned, told this Court and  
10 everybody else that this is a company he wouldn't do business  
11 with. He's the guy at Mojave exchanging checks, and we heard  
12 again in the closing argument a lot of argument about the fact  
13 that whether a postdated check is a promissory note or a  
14 promise to pay or what the Nevada Supreme Court said about it.

15 Well, put even the postdated check aside for a  
16 second. Mr. Norman testified under oath twice in his  
17 deposition and again before this Court that he extended, he  
18 agreed regardless of the postdated check, but he agreed to wait  
19 to deposit this money. He agreed essentially to allow this to  
20 become a loan, allow this to become a note, to essentially  
21 extend him credit that he wasn't extending as a result of the  
22 credit agreement, and that's again the decision that Shane  
23 Norman makes on his own, on property, on the fly.

24 You heard from Mr. Lozeau. He didn't know about it  
25 until the following Monday. Mr. Norman said, Well, I went and

1 told some of my staff, but I didn't tell anybody else. He  
2 makes a decision armed with the knowledge -- and this was  
3 almost incredible when I heard this on direct examination --  
4 that this guy was leaving for Afghanistan a day or two later,  
5 that he didn't have any money in his bank account and armed  
6 with the knowledge that he had no credit, he agrees to wait  
7 several days -- it turned out to be six days -- to deposit this  
8 money.

9           This isn't a day or two, let the money clear my bank.  
10 He waited six days for a person with no credit, no money and  
11 leaving for Afghanistan. So I guess the question I would  
12 have -- and I asked him this -- okay, so if Mr. Carvalho leaves  
13 for Afghanistan and this check is dated a day or two after he  
14 is gone and there's an issue, what exactly are you going to do  
15 about it?

16           I mean, at that point he has a responsibility to get  
17 these funds in the bank. That's a decision that he made. It's  
18 a decision that Cashman made, and I would represent to the  
19 Court it's a very poor decision that Cashman made under the  
20 circumstances.

21           This isn't a normal construction context that Mr.  
22 Pezzillo and I argue all the time on behalf of other clients  
23 where, you know, there's a little bit of the delay. Sometimes  
24 you've got to get money in. You've got to wait a day or two.  
25 Okay. This guy is a risk. This is someone that Cashman didn't

1 know, had never dealt with, had never done business with, that  
2 had no credit, no money and was leaving for Afghanistan, and  
3 against that backdrop he still undertakes this risk essentially  
4 for \$3700 instead of having the check signed over or taking  
5 some other action. He puts this money in jeopardy.

6           At the end of the day he was -- and this really is  
7 what it comes down to -- he was really the last best chance to  
8 prevent any of this from happening, and we've heard a lot about  
9 what Mojave could have done or not done, or maybe they  
10 shouldn't have made the introduction. Shane Norman on property  
11 right then and there was the last best chance to prevent this  
12 theft, and he didn't do it, and he didn't do what a reasonable  
13 person should've done armed with this knowledge.

14           So we also talked about the Prompt Pay Act, and  
15 Mr. Pezzillo referenced that, and if there is a -- there can be  
16 a 10-day lag, and there's nothing we can do about that. Well,  
17 yeah, actually there was. He just wouldn't have given an  
18 unconditional lien release. If there was going to be a time  
19 lag, he would have just said, okay, well, you're going to make  
20 me wait 10 days. I'm going to wait, and I'm going to hold off  
21 on doing this lien release. We're going to make sure all the  
22 I's are dotted and T's are crossed.

23           He didn't do that. He didn't do that because he knew  
24 Mojave's check was good. He knew that Mojave had tendered  
25 money for the equipment, and at that point he undertakes the

1 risk with respect to CAM, and he undertakes the risk on behalf  
2 of his company that now the company is seeking to have Mojave  
3 basically punished for.

4 Now, Norman testified that this decision was  
5 reasonable under the circumstances. He sat there and said,  
6 Yeah, you know, it's not uncommon to wait a couple of days. I  
7 mean, yeah this guy didn't have any credit, and, yeah, he  
8 didn't have any money, and, yeah, he was going to Afghanistan,  
9 and, you know, gosh, he didn't have any credit to speak of  
10 either. It's kind of a bad deal, but it was reasonable under  
11 the circumstances. I would submit to Your Honor that it wasn't  
12 reasonable at all.

13 He should've done everything he could do right then  
14 and there to get this money in Cashman's account as quickly as  
15 he could, but he didn't, and he testified to Your Honor it  
16 didn't even occur to him to go to the bank. It didn't even  
17 occur to him to have the check signed over. He didn't even  
18 consider it, and against that -- against the backdrop of what  
19 he knew at the time -- not what we know today. Everybody knows  
20 that Carvalho is a bad guy, and he stole he money and  
21 everything -- but what he knew then on April 26, 2011, that was  
22 an unreasonable decision, and a decision that Cashman made.

23 And ultimately when you look at what -- what both  
24 parties did and the fact that Cashman had the last best  
25 opportunity to prevent this, then let's flip the script and

1 look at Mojave did. Mojave provided the names of several  
2 disadvantaged business entities to use including two that  
3 had -- you know, that are multimillion-dollar companies with  
4 long-standing reputations in Las Vegas. Cashman decided not to  
5 use any of them, but Mojave gave them the election. Mojave  
6 didn't choose CAM for this project.

7 Mojave then set up a meeting which was essentially an  
8 interview for them to come in and get together, and then  
9 Cashman did everything from there. After that the testimony  
10 from Mr. Fergen says that he even told his buddy Mr. Lozeau  
11 exactly how to handle this. Don't take any risk at all. Have  
12 them sign the check over, and you cut them a check back, and  
13 that's it. You take the credit out of play. That didn't  
14 happen.

15 Mojave then on the 26th of April -- even though the  
16 work isn't done -- tenders full payment, full payment for  
17 everything that was supposed to have happened in good faith  
18 going forward because they believed that Cashman was going to  
19 perform. Now, obviously things -- things happened, and they  
20 didn't because of CAM's intervention, but that's not Mojave's  
21 fault. Mojave acted in this case in good faith from the get  
22 go. They're tendering the funds to Cashman ultimately that --  
23 for work that Cashman hadn't even performed.

24 And then when Cashman didn't perform the work, Mojave  
25 goes out there and they finish the job. They go through an

1 intermediary and buy the batteries that Cashman refused to  
2 provide through Codale from Cashman. They finished the work.  
3 They put the bonds up there. They supplied the bonds for -- to  
4 get the lien off the project so the project could go forward.

5 Now, we did hear a lot about a joint check, and the  
6 fact that Mojave didn't write a joint check. We heard  
7 testimony from Ms. Briseno that, We don't even know that a  
8 joint check was possible. It was something that she was going  
9 to have to run up the flagpole, and I think Mr. Pezzillo  
10 talked about -- to her superiors -- actually I think what she  
11 said -- and maybe my notes are incorrect on this -- she was  
12 going to have to run it by the City. I mean, at the end of the  
13 day when she said she had to run it up the flagpole, I think  
14 that meant she had to run it by the owner and the City to see  
15 if writing a joint check to a DBE was allowable or not.

16 I would represent that Mojave believed -- and I think  
17 the testimony is pretty clear -- believed that that would be  
18 improper, but again they're not acting in bad faith not writing  
19 a joint check. They didn't believe that it was proper to write  
20 a joint check given the disadvantaged business entity  
21 requirement and given that they wanted to as much as possible  
22 quell the fiction that was, you know, the involvement of CAM  
23 Consulting.

24 So -- and the other thing that interestingly you  
25 didn't hear from Mr. Norman and you didn't hear from

1 Mr. Lozeau -- and I think is probably important -- Shane Norman  
2 didn't go to Mojave's office that day, and say, you know what,  
3 I'm not leaving here without a joint check. I'm not giving you  
4 and unconditional lien release without a joint check. If you  
5 don't give me a joint check, I'm not going to play ball with  
6 you. I'm not going to give you the unconditional lien release.

7 He said he asked for it. They said no. Okay.  
8 That's the end of it. I mean, my 4 year old asks me for things  
9 all the time and about the seventh time I usually cave. Shane  
10 didn't insist on it. He didn't demand it. He asked for it.  
11 They said, No, and he said, Okay, well, we'll just swap checks,  
12 and I'll give you an unconditional lien release. An  
13 unconditional lien release incidentally that Mojave -- after  
14 Mojave's check clears -- our argument is -- was unconditionally  
15 releasing any rights they had to lien the project. He turned  
16 that over without insisting on a joint check, and it was  
17 notable that he didn't say that there was a demand. He asked.  
18 They said, No, and that was the end of the discussion.

19 So ultimately when the Court considers the relative  
20 responsibilities between Cashman and Mojave, two admittedly  
21 innocent parties in this deal for the bad acts of CAM and the  
22 ultimate unfortunateness that transpired, the only thing Mojave  
23 ever really did with respect to this relationship was make an  
24 introduction. Every other decision, every other interaction  
25 was done by Cashman.

1           They made every mistake that you could make with  
2 respect to this -- with this DBE, and that's the reason they  
3 didn't get paid, not through any fault of Mojave, not through  
4 any fault of Whiting Turner or the owner. They made bad  
5 decisions. That led to them not getting paid, and truthfully  
6 that's why we're here. So again weighing the relative balance  
7 of responsibility, I think that's important for the Court to  
8 keep in mind.

9           Now, turning to the specific claims and issues, I'm  
10 going to deal with what I consider the low hanging fruit first.  
11 After Mr. Pezzillo's argument, I don't even know if they're  
12 pursuing unjust enrichment anymore. Maybe they are. It didn't  
13 sound like it to me.

14           After the evidence in testimony I think it's pretty  
15 clear that none of the parties -- and I believe there is still  
16 an unjust enrichment claim pending against all three defendants  
17 incidentally. If I'm wrong about that, I apologize -- but  
18 certainly Mojave hasn't been unjustly enriched. They paid the  
19 full seven, fifty-five, and then they put a hundred and  
20 forty -- actually more than that now -- almost \$170,000 out in  
21 addition to that.

22           Whiting Turner still hasn't been paid in full.  
23 There's \$86,000 of their money sitting in escrow, and the owner  
24 isn't withholding the money anymore because the owners put in  
25 escrow, and they put that money in escrow with respect to codes



1 that are not even -- that are not even turned on.

2 And I thought it was interesting and troubling,  
3 maybe. Mr. Pezzillo came right out and told you, if you award  
4 them -- and I can't remember what the number is because I just  
5 got the amended lien but the six hundred and eighty  
6 some-odd-thousand dollars -- if you award them all of the  
7 damages that they're looking for in this case and give them a  
8 hundred percent recovery, are you guys going to turn the codes  
9 on, and he said, No. No, we are not.

10 There's no dispute that those codes are part of the  
11 scope of work. You've already ordered Cashman to provide the  
12 codes for the project for safety reasons. That issue is up  
13 before the Supreme Court, but they came right out and told you,  
14 even if you give us a hundred percent recovery after we've been  
15 pursuing it excessively and for the better part of two and a  
16 half years, now we've amended it on literally the last day of  
17 trial, we are not going to turn the codes on. We're still --  
18 even if you award us all this money, we're still not going to  
19 complete our scope of work. I thought that was interesting.

20 I thought that said a lot about what Cashman's  
21 position is in this case, and when they start talking about  
22 good faith and bad faith and having your cake and eating it,  
23 too, I thought that was very telling that that was the position  
24 they were going to take.

25 But in any event none of the defendants have been

1 unjustly enriched in this case. There's no evidence that any  
2 of these defendants are holding any benefit that rightfully  
3 belongs to Cashman. The only party that's been unjustly  
4 enriched in this case is Angelo Carvalho, and I don't think  
5 anybody disputes that he's been unjustly enriched because at  
6 the end of the day he stole their money.

7           Fraudulent transfer claim, Your Honor kind of hit on  
8 the issue I believe, and you heard testimony -- there were a  
9 couple of things Mr. Pezzillo kind of glossed over in his  
10 argument with respect to fraudulent transfer. One, if you look  
11 at that -- and I think Your Honor is probably looking at the  
12 statute right now -- if you look at the statute, one of the  
13 elements is that the money is tendered for some means not -- I  
14 guess for not any work performed, not any consideration  
15 performed. The money is just given, right.

16           We heard testimony from Brian Bugni. You heard  
17 testimony from Chris Meiers. The money -- the two checks we  
18 tendered for work that was being done on other projects, Bryan  
19 Bugni testified that there is over a million dollars  
20 circulating in and out of CAM's bank account with respect to  
21 these projects, and, you know, that money was for these other  
22 projects. There is no way that Mojave knew or could have  
23 reasonably known that Carvalho was intending to do what he did.  
24 There's no bad intent here. There's no malice. There's no  
25 shunt here.

1           The other thing that was glossed over that we didn't  
2 really deal with is the requirement that Mojave somehow -- it's  
3 in the statute as well -- that they be an insider, that Mojave  
4 was somehow acting in concert with CAM with respect to this  
5 money. Well, clearly they weren't. I mean, Mojave wasn't -- I  
6 mean, Mojave actually was also, you know, in the process of  
7 being duped by CAM during this process. Mojave certainly  
8 wasn't an insider. They didn't work with them. They didn't  
9 have an ongoing relationship with them.

10           They came in, and they started working on a couple of  
11 projects, and that was the end of it, okay. Cashman would like  
12 to have Your Honor infer some level of knowledge onto Mojave of  
13 the -- what became insolvency of CAM, but we had no access to  
14 their bank accounts.

15           THE COURT: Right. Those two checks that you --

16           MR. BOSCHÉE: Yes.

17           THE COURT: I mean, they were like 139-- and 136 grand  
18 respectively.

19           MR. BOSCHÉE: Correct. Yes.

20           THE COURT: Those were for the Nevada Energy project  
21 I believe?

22           MR. BOSCHÉE: I believe that's what that testimony  
23 was, yes.

24           THE COURT: So -- okay. I understand your argument.

25           MR. BOSCHÉE: Okay. And the timing was coincidence.

1 I mean, he was in town. He came in. They swapped the checks,  
2 and it was for another project for work performed, and Cashman  
3 would like Your Honor to believe that somehow somebody at  
4 Mojave had some knowledge that there was insolvency coming or  
5 that CAM wasn't going to have enough money to cover all these  
6 checks. Well, I mean, that's putting a level of knowledge on  
7 Mojave they simply didn't have.

8 With the amount of money revolving around these  
9 projects there is absolutely no way that Mojave could have  
10 possibly known that this guy was not only going to become  
11 insolvent, but he was going to turn around and steal all their  
12 money. It's just simply not reasonable to put that burden on  
13 Mojave to have that level of knowledge as to the eventual  
14 insolvency. They certainly weren't an insider. They certainly  
15 didn't have any bad intent, and under the statutes that -- I  
16 think that gets Mojave off the hook. Obviously the claim  
17 against CAM is valid because CAM stole the money.

18 With respect to the security interests, I thought it  
19 was interesting. Typically -- and I don't know if Your Honor  
20 has the same -- same experience with this as I do -- 99 percent  
21 of the time when I've got a UCC or a security-interest case or  
22 a claim that I'm looking at on the other side, there's a claim  
23 and delivery associated with it. There's almost always a claim  
24 and delivery claim for relief in the complaint when you have a  
25 UCC security interest. You know, we have a security interest

1 in this stuff. We want to go get it in the absence of getting  
2 money.

3           They clearly don't want these generators back. I can  
4 understand why. I can understand that they shouldn't want them  
5 back, but at the end of the day there isn't any kind of a claim  
6 and delivery or any kind of a possessory interest in this case  
7 which I think is interesting.

8           Second -- and again this is going to be a fairly  
9 recurring theme with respect to the claims -- this equipment  
10 was paid for. This equipment was -- full payment was tendered  
11 for this equipment, and to the extent that there is a security  
12 interest, there is a security claim between the party that  
13 signed the security agreement and Cashman who recorded the UCC1  
14 it's between -- is to CAM. Mojave wasn't a part of that  
15 security agreement. Mojave didn't -- wasn't involved in that,  
16 and at the end of the day, much like the other claims, Mojave  
17 paid. Mojave paid in full. They paid the full seven,  
18 fifty-five. In fact, they paid more than that on the issue.

19           And the other thing that's problematic I think with  
20 respect to the security claim specifically that's different  
21 from the bond claim, that's different from the lien claim is  
22 there's really no breakdown of which equipment CAM provided,  
23 which equipment CAM didn't provide, what services they didn't  
24 provide and a breakdown of, okay, we've still got a security  
25 interest in XYZ, but we don't have it in ABC.

1           I mean, do they still claim the security interest in  
2 the UPS batteries that they never provided? I mean, I can't  
3 imagine that they do, but I mean, playing their argument out to  
4 its logical end, they would say they still have a security  
5 interest in everything even though at this point obviously the  
6 batteries have been paid for, and we would represent that  
7 everything has been paid for, but there's no breakdown as to,  
8 okay, well, we still have an interest in this stuff, but we no  
9 longer have an interest in this stuff which for purposes of a  
10 UCC filing you've got to have a breakdown of that.

11           There is no ambiguity to UCC about that. You've got  
12 to claim where your security interest still lies and where your  
13 security interest doesn't lie, and I thought it was notable  
14 that they didn't do that, and they didn't really present any  
15 evidence of that at trial either.

16           So again -- and truthfully, to be candid -- if Your  
17 Honor is going to give them damages, I don't think that's the  
18 claim you're going to, you know, that the damages will come  
19 from. I think it would be under the bond or the lien claim. I  
20 don't think that they've really established the right to a  
21 security-interest judgment from this Court.

22           But let's go to the bond. Now, Mr. Pezzillo put the  
23 nice language in front of you that says that the bond inures to  
24 all of the people downstream, and I don't disagree with him.  
25 What Mr. Pezzillo didn't put in front of you was the express

1 language in the payment bond that says as soon as Cashman -- or  
2 soon as Mojave pays they're discharged from any duty.

3 And again we did pay. The check did clear, and the  
4 breakdown -- and it comes down to -- you're going to hear a  
5 recurring theme from me -- I really do believe this is going to  
6 come down to some level of analysis by Your Honor as to the  
7 relative responsibility for who's responsible for CAM's bad  
8 acts because the money was paid.

9 And then after the fact there is basically a side  
10 agreement, an agreement to wait, and that's where the breakdown  
11 occurs. If the money is paid, is tendered on the 26th of  
12 April, none of this happens, but it didn't, and in the  
13 intervening six days that's when he steals all the money, and  
14 that's why we have a problem.

15 So Mr. Pezzillo made -- made the comment that, well,  
16 these bonds, these private bonds are designed to protect  
17 downstream people. It's Cashman. Woe is Cashman, the  
18 multihundred-million-dollar company that is at the bottom of  
19 the food chain here and doesn't have any way to protect itself.  
20 Well, okay. The bond and the lien claims are not designed to  
21 protect people in that position.

22 The bond and the lien claims are designed to protect  
23 people in the position where the owner decides not to pay, the  
24 contractor decides not to pay, someone goes bankrupt, something  
25 bad happens in the interim with respect to someone just decides

1 to -- for lack of a better word -- get cheap, or there's a  
2 payment dispute. Then you've got a bond in place to protect  
3 it.

4           The bond isn't there and neither are the lien  
5 statutes there to protect against a downstream supplier  
6 entering into a separate arrangement with an upstream supplier  
7 to essentially take a six-day-promissory note for payment.  
8 They're not there to protect companies that of their own will  
9 and own free will endeavor to take on risks that they ought not  
10 take on. That's not what the bond is there to protect against.

11           That's certainly not with the lien statutes are there  
12 to protect against either. I've done enough of these cases --

13           THE COURT: Let me give you a --

14           MR. BOSCHÉE: Go ahead.

15           THE COURT: Let me give you an option. You know, I  
16 obviously have tended to ask questions throughout the trial and  
17 then to the lawyers, too, and it's because, you know, when you  
18 make a point, if it causes me to think and if there's something  
19 else to it, I'd like to get your opinion.

20           MR. BOSCHÉE: Absolutely. And I welcome any  
21 questions Your Honor asks.

22           THE COURT: Okay. All right. Let's look at the  
23 payment bond. It's Joint 49. I respect what you just said,  
24 but I am a little confused on it, and I wanted to -- before I  
25 deliberate -- give you an opportunity to -- because if I don't



1 do this you won't have that opportunity.

2 MR. BOSCHÉE: Right.

3 THE COURT: Okay. Do you have the payment bond  
4 there?

5 MR. BOSCHÉE: I've got it.

6 THE COURT: Okay. Take a look at the paragraph on  
7 that first page, second from the bottom.

8 MR. BOSCHÉE: Now, therefore?

9 THE COURT: Yes.

10 MR. BOSCHÉE: Yes.

11 THE COURT: Take -- Mr. Boschée, please just read it,  
12 and just give me your reaction to it because it has language in  
13 there that the principal shall promptly make payments to all  
14 persons supplying labor and goes on. I mean, the payment was  
15 made to CAM.

16 MR. BOSCHÉE: Right.

17 THE COURT: So go ahead. What I want you to do is  
18 reconcile that paragraph for me in your opinion. That's what  
19 I'd like for you to do.

20 MR. BOSCHÉE: No, and I think -- I think that there  
21 is some level of inconsistency because it inures to the benefit  
22 of everybody downstream, and then this one says it's  
23 discharged. Our position with respect to this bond and that  
24 requirement is that we did promptly make payment. We did  
25 promptly make payments to the party that we needed to make

1 payments for with respect to the labor and materials, et  
2 cetera.

3           Again after the payment is made -- through no fault  
4 of Mojave's -- the laboring party, Cashman, enters into what  
5 amounts to a side agreement to wait on funds, and that's the  
6 reason -- not because of anything Mojave did, not because of  
7 any reason that would be nondischargeable under the bond --  
8 that they didn't get paid.

9           If Cashman does what any reasonable person would've  
10 done under the circumstances, the material and laborers on the  
11 project would have been paid under this bond. Everyone else  
12 was. There wasn't any other issue. The reason that Cashman  
13 didn't get paid was Cashman's own fault, not because of  
14 anything Mojave did.

15           And so I would argue that the materials supplier and  
16 everything else was paid for. Mojave did what it was supposed  
17 to do under the payment bond, and the breakdown occurs through  
18 no fault of Mojave's own because of a separate deal, a separate  
19 transaction essentially between CAM and Cashman. This should  
20 have never been an issue.

21           Does that answer your question? I'm sorry do you  
22 want me to -- do you want me to further --

23           THE COURT: That's a really wonderful argument, and  
24 it's consistent with what you've said, and it -- I mean, it is  
25 a persuasive and good argument. My thought was maybe related

1 to that is the idea that you are also suggesting a theory that  
2 perhaps the actions of Cashman -- if I look at this  
3 paragraph -- would essentially operate as a waiver of it.

4 MR. BOSCHÉE: Or an estoppel.

5 THE COURT: Or estoppel, right.

6 MR. BOSCHÉE: I would absolutely say that.

7 THE COURT: All right. Okay. How much -- are these  
8 bond monies available, the 11 million bucks or so still?

9 MR. BOSCHÉE: Well, I don't think so. I'm sure -- I  
10 would have to believe that they're --

11 THE COURT: How much of that is still available?

12 MR. BOSCHÉE: I'd have to defer to my client on that  
13 one. I don't think --

14 MR. BUGNI: I think they've been closed.

15 MR. BOSCHÉE: I think they've been closed. Yes, I  
16 mean, I think they've been closed for a while.

17 MS. LLOYD-ROBINSON: I don't --

18 THE COURT: All right.

19 MR. BOSCHÉE: I think.

20 MS. LLOYD-ROBINSON: I'm not sure what that means,  
21 closed for a while. I mean, it's still open to make a claim on  
22 it. It's not closed.

23 THE COURT: Okay.

24 MR. BOSCHÉE: Well, I don't believe it -- I don't  
25 believe there are any funds available. I don't know that there

1 are any funds available on this bond to the extent that  
2 obviously, Your Honor, rules on it it would. We could find  
3 out, but I don't believe that there are any funds still in this  
4 bond because again from the principal's perspective all the  
5 money has been paid in full, and we're kind of done.

6 THE COURT: Okay. In a civil case, the plaintiffs  
7 have a right to provide a final rebuttal argument because you  
8 have the burden. So if you want to talk to me about the  
9 circumstance surrounding the bond -- you've asked for a  
10 judgment based upon the bond -- if there's no money left in the  
11 bond, then maybe you ought to tell me what you think about the  
12 options in that regard because I'm not sure about that aspect.  
13 So maybe it's something for you to think about for a final  
14 rebuttal argument, okay.

15 MR. PEZZILLO: Okay.

16 THE COURT: Mr. Boschee, go ahead.

17 MR. BOSCHEE: Okay. Do you have any other questions  
18 about the bond specifically?

19 THE COURT: No, that's it. I really appreciate you  
20 covering that with me because that paragraph seemed to be  
21 pretty important.

22 MR. BOSCHEE: Well, it is, and again I respect Mr.  
23 Pezzillo's argument. He looked at the other paragraphs, and it  
24 says very clearly that you have to -- you have to hold out, and  
25 the bond is for the benefit of the people downstream, and I

1 agree with him in a private context that that's true.

2 In this context though the reason that a bond like  
3 this is in place is not to protect someone downstream from  
4 basically making a bad deal with someone upstream. That's not  
5 why a bond is there. What CAM did is an intervening cause, and  
6 I do believe it's a waiver and estoppel under these facts.

7 And anyway, from the bond we might as well just  
8 jumped right into the lien because there was a bond -- there is  
9 a bond in that as well, and I can assure you there's money in  
10 that lien bond, but let's -- let's just spend -- talk a moment  
11 for, you know, what -- what applies to the lien, and a lot of  
12 this is also going to apply to the bond. It's going to apply  
13 to the security interest.

14 A check was tendered to CAM -- and Your Honor has  
15 already looked at this -- in excess of \$755,000. That's  
16 tendered to them on April 26th, okay. There is no dispute in  
17 this case that this check cleared. Every single witness  
18 basically said Mojave's money is good, and we can trace the  
19 money through Carvalho's bank account, and there's no doubt  
20 that the money was actually tendered.

21 CAM then -- and this is the postdated -- CAM then  
22 tenders a postdated check to Shane Norman, and it's undisputed  
23 that he asked him -- and, again, postdating or not, I  
24 understand, Your Honor, I had a conversation about whether, you  
25 know, it's actually a postdated check if you don't deposit it

1 right away -- but whether it's postdated or not, there is no  
2 dispute that he agreed to sit on it for a few days, and it  
3 turned out he agreed to sit on it for six days because this  
4 document shows it was deposited on May 2nd.

5           It's also clear from this that Mr. Carvalho took an  
6 intervening step -- and I think it's funny that, you know, Mr.  
7 Pezzillo -- and this isn't an indictment of his closing  
8 argument -- he said that the stop payment shows bad intent by  
9 Mr. Carvalho. I thought stealing money showed the bad intent  
10 even more than the stop payment did.

11           But, yeah, it's clear that Mr. Carvalho never  
12 intended this to clear, and he withdrew the money as quickly as  
13 he could and stopped payment on the check. That again is a  
14 fact that's not in dispute.

15           It's also not in dispute that Cashman provides an  
16 unconditional final lien release for the project. It's given  
17 to Mojave, and there was some testimony about this, and I don't  
18 know that it really matters whether it's given to CAM or  
19 whether it's given to Mojave. At the end of the day this is a  
20 release of lien rights on the project. Ultimately it's going  
21 to go to Mojave because it's got to go to Whiting, and it's got  
22 to go to the owner. It's got to be a lien waiver.

23           Now, the issue is -- and there's no ducking this --  
24 their defense to the unconditional final lien release that they  
25 provided is that, well, CAM's check didn't clear, and so

1 therefore it doesn't matter, and my retort and what we briefed,  
2 I think, at length was Mojave's check did clear. Mojave's  
3 check cleared. Mojave exchanged -- exchanges a fully tendered  
4 check that cleared, that had sufficient funds, and in return  
5 they get an unconditional waiver and unconditional final lien  
6 release, okay.

7           When we start talking about accord and satisfaction,  
8 where I'm going with that is there is an amount that is --  
9 there's a negotiable amount that's due and owing for the work  
10 that Cashman did. Mojave agrees -- again without the work  
11 being done -- agrees to tender the full amount in good faith  
12 even though it's not at that point -- there isn't seven,  
13 fifty-five owed, this is a -- again a resolution amount --  
14 we're going to pay you the full amount of your POs even though  
15 the work isn't done, and in exchange for that they get an  
16 unconditional final lien release, okay.

17           Mojave's check clears. CAM's doesn't. I believe and  
18 I think I've argued that because there's a resolution, because  
19 there's a meeting of the minds right then and there between  
20 Mojave and Cashman as to the tendering of funds and the  
21 unconditional final lien release that that's an accord and  
22 satisfaction, and that's the end of discussion about the  
23 mechanic's lien.

24           Obviously Cashman feels differently, but you take the  
25 intervening factor of Shane Norman making an independent

1 decision to sit on \$755,000 worth of funds for six days, and  
2 the check would've -- Mojave's check would've been in Cashman's  
3 account. It should've been in Cashman's account. This  
4 should've never happened. The unconditional final is provided  
5 in exchange for properly tendered funds, and that should be the  
6 end of the discussion with respect to the mechanic's lien.

7 THE COURT: Who's on the hook for this mechanic's  
8 lien?

9 MR. BOSCHEE: I'm sorry?

10 THE COURT: Which of your clients do you think are --

11 MR. BOSCHEE: Mojave.

12 THE COURT: Just --

13 MR. BOSCHEE: Well, Mojave -- Mojave put the lien  
14 bond up pursuant to its agreement. So -- and I'm going to get  
15 that to that, too. I mean, at the end of the day Mojave is  
16 going to have to -- if you rule in their favor -- in Cashman's  
17 favor on the mechanic's lien, the lien bond is going to kick  
18 in. The judgment is going to attach to that, and it's  
19 ultimately Mojave's responsibility. It's their bond. It's  
20 their bond, them and Western.

21 Every single witness in this case which is almost  
22 unprecedented in a trial -- even though we didn't have that  
23 many and it was a quick trial -- every single witness in this  
24 trial testified that the work was not complete when this money  
25 was tendered and this unconditional final was given which is



1 importance because -- and we're going to get to it in a  
2 second -- because the lien is recorded in the full seven,  
3 fifty-five.

4           We know what happened next. Shane Norman waits to  
5 deposit the check until Monday, May 2nd. In the interim  
6 Carvalho withdraws all the money, runs for the hills, does bad  
7 things, and then ultimately Cashman doesn't get paid and  
8 refuses to finish the work on the project, just outright  
9 refuses, said, you know what, we're not taking any  
10 responsibility for the bad decision that our credit guy made.  
11 We're not taking any responsibility for anything that happened.  
12 We're just not going to do any more work. We're done. We  
13 didn't get paid unless, Mojave, you go ahead and pay us again,  
14 which in one instance Mojave did. Mojave did turn around and  
15 pay them for the batteries.

16           So against that backdrop we know -- and then we can  
17 look at whether the work -- people were on the job in May or  
18 January or whatever, but we know that they were done working by  
19 June. There is no doubt that by June 22nd of 2011, nobody else  
20 was working on this project from Cashman and that they had not  
21 completed the work and that they were not going to complete the  
22 work. Knowing that -- Cashman knows that. They recorded a  
23 \$755,000 lien and change, okay.

24           Again when we start talking about bad faith and  
25 having your cake and eating it, too, here is a company that

1 knows that there's still in this case 140-, \$130,000 worth of  
2 work that's still left to be done including some work that  
3 nobody else in the world can do except them and that's the PLC  
4 codes, and they turn around and record a lien for the entire  
5 amount. This is one of the issues I've been coming back here  
6 and back here and back here and arguing. This lien was  
7 excessive from day one.

8 Cashman established and proved conclusively today  
9 that it was excessive by amending it on the fly, on the last  
10 day of trial, and I would represent to this Court that this  
11 represents bad faith on their part in recording a lien in this  
12 amount knowing that they hadn't finished the work and then not  
13 amending it for two and a half years, yeah, two and a half  
14 years. During the interim they sold batteries and had an  
15 offset that their company knew about, and they still didn't  
16 amend the lien.

17 So when I kept coming back to the Court and saying,  
18 Well, the lien is excessive. We need to either expunge it or  
19 reduce it, didn't hear anything about the batteries, didn't  
20 hear anything -- well, actually, yeah, Mr. Boschee's right. We  
21 need to reduce the lien a little bit. There were some  
22 batteries. No -- and I give counsel full -- I'm not directing  
23 this at counsel. I have no doubt that counsel had no idea that  
24 the batteries hadn't been sold because I didn't know. I'm  
25 going to give counsel the benefit of the doubt. Cashman knew.

1           Cashman knew they had sold the batteries. They knew  
2   that their batteries had been resold and used in the City Hall  
3   project. They knew that in November of 2011. So all these  
4   times when we're coming back here and talking about this  
5   mechanic's lien and I'm talking about how it's excessive and  
6   how it needs to be reduced and Your Honor saying, well, let's  
7   wait till trial. Let's see how the evidence shakes out, and  
8   let's reevaluate it then.

9           Well, they knew it was excessive they knew it was at  
10   the very least \$66,000 excessive and truthfully probably more  
11   than that at the time, but they said nothing, and they didn't  
12   amend it which again you start talking about bad faith, you  
13   start talking about having your cake and eating it, too, Judge,  
14   we want to get \$755,000. Oh, but hold on we want to get our  
15   \$66,000 for the batteries as well, okay.

16           I credit counsel for amending the lien. I credit  
17   them for coming in and making the representations they made to  
18   the Court today, but I've got to tell you if we wouldn't have  
19   discovered this Codale link when we did, you know, in the  
20   middle of last week and put it in our trial brief, Cashman  
21   absolutely would've come here asking Your Honor for seven,  
22   fifty-five, and they absolutely would've produced a windfall.  
23   That would've happened.

24           And again when we start talking about balancing  
25   equities and good faith and bad faith, that's troubling.

1 That's troubling on any number of levels.

2 THE COURT: Okay. On that sort of subject, what do  
3 you make of this Prompt Pay Act preclusion of setoff other than  
4 the battery mitigation issue?

5 MR. BOSCHEE: The issue I have with the Prompt Pay  
6 Act setoff in Article 9 is we're not actually seeking damages.  
7 I'm not actually going after affirmative damages from them.  
8 If, i.e., I went out there and I finished the work and I'm  
9 entitled to do it, I'm not asking for anything affirmative.  
10 I'm not asking for anything above and beyond the contract  
11 price. We're not going after that.

12 All we're saying is at that point -- and I don't  
13 think the statute applies under these facts -- we're just asking  
14 to be recompensated for the work of theirs that we had to  
15 finish that they're asking you to give them. They're asking  
16 you to pay them in full and then for, I guess, for us to just  
17 pay this extra money, and they get off the hook for it.

18 We notably, Judge -- and you pointed to something --  
19 we're not coming before Your Honor asking for warranty. That  
20 issue is, as I like to say, dead like fried chicken. They  
21 didn't do it. There was a two-year warranty period. It's  
22 gone. It's over. They didn't do it. They just didn't, you  
23 know, and to the extent work had to be done on these  
24 projects -- and that sum may include the one, forty-two, I  
25 don't know -- but to the extent that there was even warranty

1 work that had to be done, it's gone, and so when Mr. Pezzillo  
2 stands here and says, Well, if Your Honor gives us the money we  
3 fully intend to go out there and complete our work.

4 Well, that's the speech of statement, Judge, because  
5 the work is done. I mean, he's not going to supply the codes.  
6 He was pretty clear about that. Cashman's not going to supply  
7 the codes even if they're paid in full. If Your Honor gives  
8 them a \$683,000 judgment, they're not going to supply the  
9 codes, but we'll go back out there and we'll finish the work.  
10 Judge, the work is done. There's nothing for them to do. It's  
11 a red herring argument, and for them to say that now, well, in  
12 good faith we'll go back out there, and we'll take -- we'll  
13 take care of this. The work is done. I mean, it's over. That  
14 ship has sailed.

15 And so at that point because we're not asking for  
16 anything affirmatively, we're looking for basically a  
17 recompensation for work that they are asking you to pay them  
18 for. We believe we are entitled to that offset, and I don't  
19 believe paragraph 9 applies for what we're talking about.

20 THE COURT: Do I have authority in your view to order  
21 them to turn over the codes?

22 MR. BOSCHÉE: You already did.

23 THE COURT: I know, but I'm saying as part of -- I  
24 understand. Let me finish --

25 MR. BOSCHÉE: Yes.

1 THE COURT: -- as part of the judgment now?

2 MR. BOSCHÉE: Actually -- and I hate to say this  
3 because I'm probably cutting off my own -- cutting off my own  
4 foot -- I don't know that you do because you ordered the codes  
5 turned over, and they appealed it, and I don't know that you  
6 have jurisdiction over that issue anymore. I don't know.  
7 That's one of those -- I'm going to have to have Mr. Miller  
8 look that up and do a little Lexis research on that. I  
9 honestly don't know the answer.

10 THE COURT: I think I do. So I would differ with  
11 that --

12 MR. BOSCHÉE: Okay.

13 THE COURT: -- for the reason -- and maybe this is  
14 something that Cashman wants to talk to me about in the  
15 rebuttal argument -- it's a different basis.

16 MR. BOSCHÉE: Okay.

17 THE COURT: The basis before was it was a  
18 public-safety basis.

19 MR. BOSCHÉE: Right.

20 THE COURT: I had made a decision, and as I recall  
21 it -- it's been a long time since I did it -- but I basically  
22 said, Look, we have -- the community has an interest in having  
23 these backup-power supplies operational for City Hall, and to  
24 continue the idea that they work well and that they're  
25 foolproof the codes need to be implemented. So I did that.

1 MR. BOSCHÉE: Right.

2 THE COURT: That's on a public safety basis. On a  
3 basis having to do with any of the civil claims, that would be  
4 a separate and distinct basis. So I think I would have  
5 authority to do it. So my question to you is, do you want me  
6 to do that if I --

7 MR. BOSCHÉE: Yes, I would love -- yes, I would.

8 THE COURT: Okay.

9 MR. BOSCHÉE: And if you did that, I would love to  
10 have the appeal dismissed, and I'd love to take my injunction  
11 bond down. That would be -- we will deduct that from the  
12 documentation that we gave you, but, yes.

13 I mean, obviously one of the things I was going to  
14 say is that, you know, when we get to the house -- and I'm  
15 talking about well, we've got these issues with this house and  
16 we're going to have to do all this work and everything else --  
17 well, Judge, I mean, depending on what you do in this case the  
18 code issue could still be at the Supreme Court. We may still  
19 have to deal with that, and that may not be, you know --  
20 depending on what Your Honor does -- that's an issue that we're  
21 going to have to deal with going forward as well.

22 It's not a clean argument. Well, you gave us a  
23 house, but there's some things associated with that that are  
24 kind of a headache. Well, yes, Judge, you gave us the codes,  
25 and now we're at the Supreme Court arguing about it. It's a

1 little bit of a headache for us as well.

2           So one other point -- and, you know, Mr. Pezzillo  
3 kind of glossed over this. I'm not going to -- I'm not going  
4 to sit here and make any arguments about the -- about the  
5 service of the preliens on the owner's -- bottom line is the  
6 stamps were very difficult to read. There is no certified mail  
7 receipt. I don't think I've ever seen that, but clearly once  
8 Mr. Phillips identified that the address was right and the  
9 stamp was theirs that dog kind of ran out of the house.

10           So that said, this is the preliminary lien notice  
11 that Mr. Norman talked about, and Mr. Pezzillo said, Well, it  
12 complies with the statute, clearly. Well, let's take a look at  
13 it. First, it identifies -- and this was, I mean, head  
14 scratching for me -- it identifies, -- Mr. Norman said, Well,  
15 obviously there is a contract. There is an agreement number on  
16 here. Obviously there's a contract.

17           Cashman literally since about the second week this  
18 case was pending before Your Honor has been pounding the table  
19 over and over and over again -- and I've dismissed my  
20 counterclaim for breach of contract -- that there's never been  
21 a contract between Mojave and Cashman ever.

22           Mr. Norman sits there and says, Oh, yeah, there's a  
23 contract. I mean, it's not produced in this litigation. No  
24 one has ever seen it. My counsel and my company have hit the  
25 table over and over again saying that there's no contract, but



1 there must of been because it's on here, okay.

2           You look at this prelien, and you would believe that  
3 there was a contract between Mojave and Cashman, and there  
4 simply wasn't. There is no evidence of a contract, that there  
5 ever was a contract between these two parties.

6           Further, you look at the middle of the page -- and  
7 again Mr. Pezzillo glanced over the amount requirement, and I  
8 agree with him that there is not necessarily -- there is not an  
9 amount requirement. What I was getting at with respect to that  
10 line of questioning at trial was you have no idea what Cashman  
11 is supplying for this project by looking at this document.

12           Now, if you look at the statute because the -- the  
13 nice people in the legislature were good enough to actually put  
14 a notice of right to lien in the statute -- and I draft -- it  
15 says, plain as day, The undersigned notifies you that he or she  
16 has supplied materials or equipment or performed work or  
17 services as follows, and then it provides that they have to  
18 give a general description of the materials, equipment, work or  
19 services, okay.

20           Mr. Phillips sat on the stand, and he looked at that  
21 prelien notice as an owner's rep, and said, I have no idea what  
22 they provided. I can't tell from this document. This is a  
23 form -- going back -- this is a form document that Mr. Norman  
24 sent out that doesn't tell you anything about what Cashman is  
25 doing on this project. It doesn't tell you if it's supplying

1 light bulbs. It doesn't tell you if it's providing generators.  
2 It could be -- they could be doing anything.

3 He's got a duty -- they've got a duty to disclose  
4 that in the prelien notice, and they reason for that is  
5 obvious. It's because the owner has already testified they  
6 don't look past the first tier, and owners don't. They don't  
7 look past the first tier of contractors. When they get these,  
8 they want to know what these subs are doing and what they may  
9 be liening for, and in this case you could look at this all day  
10 long and never figure out what Cashman is doing.

11 There's no way to tell what Cashman is doing on the  
12 City Hall project, and it defeats the point of having a prelien  
13 notice. This in and of itself, this defect could defeat their  
14 mechanic's lien claim and under the statute probably should  
15 defeat their mechanic's lien claim.

16 But now we also know that Codale paid for the  
17 batteries, and today we have been amended lien, and, you know,  
18 good on counsel for doing that, but Cashman knew those  
19 batteries were sold months, if not years ago and didn't amend  
20 the lien until now. They let us prosecute this case on a  
21 \$755,000 claim and argued strenuously against reduction of that  
22 lien when I was here before based on, Well, Judge, there is no  
23 right to offset. We haven't paid anything. This is unfair.

24 Well, they were, and regardless of what else comes  
25 out of this lawsuit I am absolutely -- and I am not going to

1 ask for it right now, but if Your Honor is inclined, maybe  
2 brief it, that's fine -- I think my client is entitled to Rule  
3 60 relief from the order that you granted their attorney's  
4 fees. When I asked to expunge the lien, you denied it without  
5 prejudice, and then gave them \$10,000 or so in attorney's fees  
6 for having to oppose my motion to reduce or expunge the lien.  
7 Well, guess what? The lien has been reduced. They reduced it.

8           They knew at the time of that hearing that the lien  
9 needed -- or I shouldn't say they. Counsel did not know, but  
10 their client knew. Cashman knew that the lien was excessive at  
11 that time. They still opposed it. Your Honor kicked it over  
12 to trial. They got on attorney's fee award. I would submit to  
13 Your Honor that is wholly improper at this stage given what we  
14 know today about the excessiveness of the lien.

15           But again going back to the argument -- I kind of  
16 keep beating this up -- the best defense to the lien claim is  
17 we paid. We paid. We got an unconditional final lien release.  
18 Our check cleared. I think under doctrine of accord and  
19 satisfaction that's the end of the analysis of the lien claim,  
20 but at the very least their lien claim should be reduced, and  
21 they should be punished on some level for proceeding in bad  
22 faith with the lien claim that they proceeded with at this  
23 point.

24           Mr. Pezzillo glossed over the misrepresentation  
25 claim, and I will just say this about the misrepresentation

1 claim. There was a misrepresentation and in particular an  
2 omission of fact. That counterclaim is valid. They  
3 misrepresented the unconditional final lien release. They  
4 didn't tell us. They omitted the vital information that they  
5 were going to take the postdated check and then sit on it for  
6 six days. Those -- at the end of the day, those  
7 misrepresentations are what led to the damages in J-65.

8 Now, if you come back with a full defense verdict I  
9 would submit that we should still be entitled to some level of  
10 damages for -- out of J-65 as a result of their  
11 misrepresentation because we did have to come out of pocket for  
12 all of that; however, to the extent -- I mean, whatever Your  
13 Honor does, if it turns into an offset, then a  
14 misrepresentation argument is really academic.

15 It just depends on really what Your Honor does, but  
16 we did have to come out of pocket and pay that money as a  
17 result of the misrepresentation and omission of material fact  
18 that Cashman made.

19 THE COURT: What was the omission of material fact?

20 MR. BOSCHKE: That they were going to sit on the  
21 payment for six days and they were not going to deposit the  
22 money, and that they were giving us an -- the misrepresentation  
23 is that they're giving us an unconditional release of their  
24 lien rights going forward. Obviously that's damaged us because  
25 we had to finish the work, and now we've been in litigation for

1 going on two years.

2 Now, while we believe a defense verdict is warranted  
3 and justified in this case and a zero verdict is appropriate  
4 based upon Cashman's conduct and vis-à-vis CAM, if you're going  
5 to award them anything -- and this goes back to something we  
6 discussed off the record yesterday in a discussion of, quote,  
7 unquote, fairness, I guess -- we believe the maximum recovery  
8 they should be entitled to is a hundred and ninety-five  
9 thousand, eight, twenty-two, fifty-seven, and I've got a  
10 demonstrative because I'm not going to be able to write all of  
11 this down.

12 This is based on, unfortunately, an old lien amount.  
13 May I approach?

14 THE COURT: Sure.

15 MR. BOSCHÉE: Basically a spreadsheet.

16 THE COURT: Okay. Ms. Lloyd, have you seen all of  
17 this?

18 MS. LLOYD-ROBINSON: I have not seen this before,  
19 Your Honor, no.

20 THE COURT: All right. So do you have it with you  
21 right now?

22 MS. LLOYD-ROBINSON: I do.

23 THE COURT: Okay.

24 MR. BOSCHÉE: It just tracks what I'm going to argue.  
25 If we don't want to make it an exhibit, that's fine. Whatever,

1 Your Honor wants to do. I honestly thought it would just save  
2 handwriting.

3 THE COURT: Okay. Well, this is something you could  
4 put up on Elmo. You could even use -- if we were really  
5 old-fashioned, you could have an easel in here and be writing  
6 that with a magic marker. So you can do it. Go ahead.

7 MR. BOSCHEE: Okay. So obviously this is based on --  
8 and we may have to reconfigure the math now because it's based  
9 on an old lien amount -- but based on the \$755,000 lien, we  
10 believe that the deduction of the documentation that we gave  
11 Your Honor which is one hundred sixty-nine thousand, one  
12 hundred and eight, twenty-five which includes the bond amounts  
13 would be proper.

14 Then we've got the house, and we submitted to Your  
15 Honor a Zillow printout. We recognize the issues with the  
16 house are, I guess -- the payment for the house was \$165,000.  
17 Mr. Pezzillo actually represented that his client is paying  
18 property taxes on the house. So I would submit that there is  
19 at least some level of ownership per your court order before,  
20 but putting all that aside, what we're willing to say with the  
21 house is let's cut -- let's split the middle, and let's call it  
22 a hundred and eighty-nine thousand, nine, forty, fifty.

23 Then we deduct the 5200 recovered and the lien --  
24 well, the lien would be reduced, and again I think the lien  
25 would still be reduced -- the original lien would be reduced by

1 the same amount. You're going to get to about three,  
2 ninety-one, six, forty-five, fourteen.

3 Now, from that point -- depending on how you want to  
4 attribute liability or responsibility, I guess, for  
5 Mr. Carvalho -- if you go 50, 50 which I took the -- I think  
6 would be -- I would disagree with -- but if you went 50, 50,  
7 that would split the three, ninety-one, six, forty-five into  
8 one, ninety-five, eight, twenty-two, fifty-seven.

9 You could also use that original lien number to  
10 attribute liability or responsibility, and the other way -- I  
11 also gave Your Honor a 75 percent calculation. If they're  
12 75 percent responsible and we're 25 percent responsible, you  
13 can kind of divvy it up that way, and if you do that, what we  
14 would represent is then depending on what comes out in the  
15 garnishment and what comes out in the restitution if you split  
16 the liability or the responsibility at 50, 50 and it comes out  
17 to the one, ninety some-odd-thousand number, then what would we  
18 would request then is that any restitution that's received be  
19 split 50, 50 between the parties.

20 If it goes 75, 25, then obviously Cashman would get  
21 75 percent of the restitution, and we would get 25 percent of  
22 the restitution, kind of, you know -- and if you go 60, 40, it  
23 would follow the same way. If you look at -- if you do that --  
24 and again looking at the first page -- I should probably keep  
25 it on the Elmo -- looking at the first page, if you were to

1 undertake that analysis -- now the numbers might be slightly  
2 off but not appreciably -- Mojave would essentially be out of  
3 pocket.

4           If you take the seven, fifty-five that was paid by  
5 Whiting Turner, Mojave would be out of pocket, you know, a  
6 little less than \$365,000 as a result of everything that  
7 happened. Cashman, when you take the judgment amount, you  
8 factor in the house, you factor in the other recovery would be  
9 out about \$370,000.

10           If Your Honor was to then take it from there and not  
11 award interest, not award attorney's fees to either side, that  
12 would essentially leave both parties -- I mean, I hate to say  
13 it like this -- kind of a pox on both of your houses. You guys  
14 shouldn't have done it, you know, introduced them to CAM. You  
15 guys dropped the ball in terms of your dealings with CAM.

16           This is a judgment that kind if it gets you both to  
17 the same place. You're both going to be really upset with it,  
18 kind of almost like a settlement or a mediation, but you guys  
19 are both going to be kind of upset with the judgment and, you  
20 know, take it from there, and obviously if you went with a  
21 different percentage, it would be a different outcome.

22           THE COURT: Okay.

23           MR. BOSCHÉE: I bring that to Your Honor's attention  
24 because you asked for, you know, a possible alternate remedy  
25 that may be a fair outcome that would get the parties in some



1 capacity to something that may be equitable. I worked on that  
2 last night. I talked to a couple of lawyers, talk to Nick  
3 Santoro, talked to Jeff Albregts. They kind of worked through  
4 numbers, and they both thought it was pretty reasonable.

5 And I just wanted to put that in front of Your Honor  
6 to say, you know, if you are inclined to award them anything, I  
7 think that's a good analysis -- not necessarily using our  
8 numbers because my math may be off -- but that's a good  
9 analysis to kind of look at in determining what would be a  
10 fair, you know, allocation of responsibility here going  
11 forward. That party would -- that outcome would essentially  
12 leave both parties with some level of comparable harm if you're  
13 inclined to give them anything.

14 But having said all of that -- and going back to the  
15 opening and going back to the first thing I said in the case,  
16 the one question I would leave Your Honor with -- and this is  
17 really the hardest question of all that I can't answer -- is  
18 what should Mojave have done differently here? What could  
19 Mojave have done differently here?

20 They gave alternative DBEs. Because the DBE  
21 requirement I think we all agree was kind of put on them. They  
22 had -- they gave options. Cashman chose one. Okay. You want  
23 to go with them. We'll set up a meeting. We'll set up an  
24 introduction, and from there Cashman literally did everything,  
25 all the meetings, all the negotiations, the decision to take

1 the postdated check, the decision to sit on the check for a few  
2 days and not deposit it against the backdrop of information  
3 that they knew that we didn't know, the Afghanistan, the money,  
4 the credit, all of that. They literally made every bad  
5 decision in the case vis-à-vis CAM, and we really didn't make  
6 any.

7           So the inescapable truth here is that ultimately the  
8 reason that we're here, the reason that we have been taking up  
9 Your Honor's time for going on two years and three, you know,  
10 court days with this trial is because of mistakes that Cashman  
11 itself made, not because of anything that any of the defendants  
12 including Mojave did wrong.

13           And against that backdrop I think it would be unfair  
14 and truthfully inequitable to award anything to Cashman against  
15 Mojave because again Mojave didn't do anything wrong here, and  
16 it would be -- essentially punishing them and making them pay a  
17 second time, and so we think a defense verdict is warranted.

18           THE COURT: All right. Mr. Boschee, thank you so  
19 much.

20           MR. BOSCHEE: Thank you.

21           THE COURT: The item that you handed me here, the  
22 recent sort of reconciliation, we're going to make that a court  
23 exhibit for the record just so that it's part of the record.

24           MR. BOSCHEE: Okay. Thank you, Judge.

25           THE COURT: And that's what, Court Exhibit 3?

1 MR. BOSCHEE: I think we're at 3.

2 THE COURT: Okay. All right. And it appears to me  
3 that Court Exhibit 3 exists based upon my request that I  
4 have -- or at least that I gave you the option. I intimated  
5 that I would want something like this. So I want to tell you  
6 thanks for doing that because that's really something else.  
7 It's a -- and I want to let you know. I mean, I said nice  
8 things to them, but it's a credit to you as an attorney that --  
9 you know, really -- that you went and did this. I just want  
10 you to know that.

11 MR. BOSCHEE: Well, I appreciate it, Judge, and I  
12 have to give credit to my associate and some of my friends and  
13 community. So thank you.

14 THE COURT: All right. A final rebuttal arguments,  
15 do you guys have something?

16 MR. PEZZILLO: We do, Your Honor.; I know we are at  
17 5, but I think we are willing to -- I'll try to be very brief.

18 THE COURT: Okay.

19 MR. PEZZILLO: Which despite my initial presentation,  
20 I really will try.

21 Your Honor, I demand you give us judgment. I demand  
22 you give us judgment. Let me say it one more time. I demand  
23 you give us judgment. I've asked repeatedly. Does that mean  
24 you're going to do it? Of course not. Why? I have no legal  
25 right to demand anything of you. I'm the lawyer. You're the

1 Judge. You get to make that decision.

2 Cashman could've gone to CAM and demanded seven  
3 times, and CAM could've said seven times, no. Cashman had no  
4 ability to do that. We've heard a lot about this joint check.  
5 It was a horrible idea. Cashman did it. It's unforgivable.  
6 Mojave did it the same day that Cashman did. On April 26th,  
7 they took two checks postdated April 27th and April 28th. They  
8 felt comfortable doing it, and it was perfectly reasonable for  
9 Mojave to do it. Apparently the only difference is that  
10 Cashman was the unfortunate party who went last and didn't get  
11 paid.

12 The reality is, Your Honor, neither party acted  
13 unreasonably in taking those checks. Mojave didn't, neither  
14 did Cashman. If somebody says to you that, hey, I've got to  
15 have a few days to cash a three quarters of a million dollars  
16 check, that sounds pretty reasonable.

17 I heard the terms six days multiple times. Let's  
18 remember -- and in fact they think it was asked that you take  
19 judicial notice that April 26th was a Tuesday -- Cashman  
20 actually -- the testimony was they may have deposited it on the  
21 29th, that Friday or the Monday. It was a little unclear.  
22 They learned that Monday that it didn't go through. So there  
23 was an intervening weekend.

24 And they didn't need to leave -- and we've got to  
25 remember before that they did take action. They went to Mojave

1 and said, We want a joint check, and Mojave said, No. They  
2 said, No, we're not going to do anything for you because of the  
3 contract we have with CAM; however, you should continue to  
4 demand and hound CAM until they give you what you want.  
5 There's two different rules here, one for Mojave and one for  
6 Cashman.

7           One thing, we heard a lot about bad faith with regard  
8 to the mechanic's lien. Frankly, under 108.229, subsection 2,  
9 in order for there to be bad faith there has to be something  
10 done intentionally, and there's got to be prejudice. There is  
11 one thing you didn't hear anything about during trial, you  
12 didn't hear it during closing was any prejudice. You did hear  
13 that as soon as it was discovered it was fixed.

14           When Mojave was here before the Court asking for a  
15 reduction in the lien, they never raised the issue. They knew  
16 about it at the time, too. So apparently everybody made the  
17 same mistake. It was just an oversight.

18           If we want to go down that road and start making  
19 accusations of bad faith and things of that nature, then when  
20 you make a statement like there's no evidence of a preliminary  
21 notice and yet in your own files you have the owner's filed,  
22 stamped copy, one could argue that. Do I think it was  
23 intentionally withhold? No. I've known Brian for a long time.  
24 I know he's not going to do that. It's one of those things  
25 that happens, and it's one of those things that you learn about

1 at trial.

2 I heard a couple of factual statements that I want to  
3 clear up. First off, if I misspoke, please let me correct  
4 myself. I never said that if Cashman got paid a hundred  
5 percent, they were going to refuse to do anything. I believe  
6 the question I was responding to was Your Honor's question  
7 about if they got paid the amount in escrow, would that free up  
8 everything. The answer was, no, but if they get paid  
9 everything, they can have the codes. Frankly --

10 THE COURT: Do you think I have authority given the  
11 matter of the Supreme Court?

12 MR. PEZZILLO: I was hoping you wouldn't ask me that,  
13 Your Honor. I don't know that I could give you a completely  
14 definitive answer.

15 THE COURT: It's a tough question, and I'll tell you  
16 what, you don't have to answer it because it really does get  
17 into appellate issues and things that are not so fairly here,  
18 but I thought I would ask. I respect that it's a tough one for  
19 you.

20 MR. PEZZILLO: It is. You know, if the parties could  
21 work something out, I think we certainly could submit it to  
22 you. My concern is that the Court because it was on an  
23 injunction and one of the standards is, you know, is a  
24 likelihood of success on the marriage that might -- there might  
25 be overlap there.

1 THE COURT: Okay.

2 MR. PEZZILLO: So I think I share Mr. Boschee's  
3 concern in that regard.

4 THE COURT: Thank you. I think that's a fair  
5 thought. Go ahead.

6 MR. PEZZILLO: With regard to misrepresentation and  
7 Cashman made a misrepresentation with the unconditional waiver,  
8 it's interesting because now it's not a misrepresentation it's  
9 an omission. Somehow -- I don't know where this duty would've  
10 arisen that Cashman owes a duty to Mojave, the party they don't  
11 have a contract with, that they're going to do the same thing  
12 Mojave is doing and hold a check for a couple of days. I don't  
13 know where that comes from. There's been no evidence of that,  
14 and there's no legal duty to do it.

15 And in fact, the testimony from Mr. Lozeau is that  
16 they were all sitting in Mojave's offices at a two-foot-round  
17 table, one, two, three, and the release was put right in the  
18 middle, and everybody was there and knew everything.

19 One clarification, I guess I mentioned taxes with  
20 relation to the house, that's something Cashman is going to  
21 have to do. We don't have it yet, but that will be something  
22 in the future that has to be done.

23 I apologize. I'm trying to whip through this kind of  
24 quickly.

25 Frankly, at the end of the day Cashman wants them to

1 have the codes. Cashman wants to provide the codes and finish  
2 basically what they were doing.

3 With regard to the preliminary notices, it was kind  
4 of interesting because the question was still being said,  
5 nobody knows exactly what's being provided. Your Honor, the  
6 notice that's required to have been imparted, it worked because  
7 we saw the letter from Whiting Turner downstream saying we need  
8 Cashman's release.

9 So they got the notice that they were required to  
10 have, and, in fact, when the owner's representative was asked  
11 by Ms. Lloyd, Well, it says equipment there. Isn't that kind  
12 of a general description. He said, Yeah, it is. You don't  
13 have to have serial numbers. If you want to, you can put it in  
14 there. It's not a requirement. This is a general requirement.

15 And if we go back to the case that I had during my  
16 PowerPoint presentation, in that sort of a situation the  
17 Supreme Court upheld it when somebody simply knew a tenant  
18 improvement was being built. They didn't know the specifics of  
19 it. It's the notice that's important not the details because  
20 the point is you can ask them.

21 And I think actually that's -- it's interesting to me  
22 because Mojave keeps saying that about Cashman. Cashman, you  
23 should've asked. You should've done this, but yet nobody else  
24 seems to have that burden or that responsibility. It's only  
25 Cashman who's being burdened with that.



1           Cashman could've picked anybody to contract with.  
2   Well, okay. Cashman had choices, sure. So did Mojave. Mojave  
3   is the one who entered into the contract with CAM as well, and  
4   Mojave could've said, you know what, this guy goes to  
5   Afghanistan all the time supposedly. He's six weeks late  
6   paying -- six, seven weeks late paying us on another job, which  
7   that was the undisputed testimony is that he hadn't paid  
8   Mojave.

9           If we're going to go with omissions of fact, why  
10   didn't Mojave let Cashman know about that when they made the  
11   introduction? Why didn't they let them know about that later  
12   in time? And say, hey, you know what, let's all sit down  
13   because they're late paying us. We don't want you to be in the  
14   same boat. The testimony about that was, Well, we knew they  
15   were going to pay us back with our own money. They didn't  
16   impart that to Cashman. Cashman did not know about that.

17           There were statements made that, well, Cashman  
18   should've been concerned because the guy is flighty. He's  
19   going to Afghanistan. Well, you have to remember Cashman  
20   didn't know that. Cashman learned that from Mojave. Cashman  
21   couldn't reach -- the testimony from Mr. Norman was, We  
22   couldn't reach him. So I called Mojave, and they told me, Hey,  
23   he's coming back in from Afghanistan. He's on some, you know,  
24   whatever, top-secret mission. Let's all meet and exchange  
25   checks. That's how Cashman learned about it. They didn't know

1 that.

2           Honestly, we can always go back and guess. If the  
3 guy said, Hey, I'm never going to be around, I am, you know, I  
4 am on secret missions in the mountains of Afghanistan, maybe  
5 something would've changed but who knows. We can't  
6 second-guess forever, you know, at the end of the day.

7           One of the things that I noticed that was not denied  
8 actually --

9           Actually, could I have the Elmo for a minute.

10           I kind of always feel like I'm asking for a Sesame  
11 Street character when I say that.

12           I'm showing you what's marked as part of Joint  
13 Exhibit 40, 23 -- page 23 rather, and this is a Whiting Turner  
14 document. It outlines the line items of what it is Mojave was  
15 submitting to Whiting Turner for payment on this because the  
16 statement -- at one point I heard -- was that they received  
17 seven, fifty-five for the generators. Well, let me point out  
18 here, Your Honor, the core and shell emergency generator was  
19 built at 957,000, and the UPS system was built at another  
20 297,000. So they got far more than that.

21           Now, call it a profit, call it markup, whatever you  
22 want, but it was more than seven, fifty-five, and so what  
23 Mojave is really asking is, let us keep our overhead a profit.  
24 Let's punish the other party. Let's punish the party that's  
25 actually out money of \$711,000. That was never addressed in

1 closing. We don't care.

2 THE COURT: Now, which exhibit do you have there?

3 MR. PEZZILLO: That is Joint 40, page 23.

4 It was represented that Cashman stated that under  
5 other circumstances they would not have done business with CAM.  
6 That's actually not what Mr. Norman stated. What he stated is  
7 we wouldn't have extended credit, but there are other  
8 arrangements. You can do COD. You can do all sorts of other  
9 things. You can do joint checks. So he didn't say, We would  
10 just never do business with them. We just said we would do it  
11 under different terms. So they actually would've done business  
12 with him the same way Mojave was.

13 And I keep hearing, Cashman had choices. Cashman had  
14 choices. Why did Cashman do this? Well, there's a certain  
15 level of comfort when a party that you've done business with  
16 dozens of times is employing the exact same person on other  
17 jobs, and they're comfortable enough introducing you to them.  
18 You can't simply walk away from that and say, we have no  
19 responsibility.

20 I can't emphasize this enough. This is not a  
21 comparative negligence case. This case is driven by statute to  
22 a very large degree, and I want to note one thing, and that is  
23 in the law, in chapter 108, A party cannot waive their rights.  
24 There is an antiwaiver provision. So this accord and  
25 satisfaction, all of these other issues, they're red herrings.

1 A party can't be forced to waive their rights involuntarily  
2 which is what we're talking about.

3 Had Mr. Norman followed CAM to the bank the very same  
4 day, you know what, we don't know what would've happened.  
5 Maybe Mr. Norman would've been shot. I don't know about this  
6 guy. I mean, we simply don't know. It may have been the safer  
7 choice not to do that, and I actually only say that half  
8 jokingly. Shane said it under his breath and, you know, that,  
9 Oh, the guy threatened my life. That's actually a true  
10 statement that he said when he was on the stand. That wasn't a  
11 lie. There's concern.

12 THE COURT: I wrote -- yes, I wrote that down, too.

13 MR. PEZZILLO: You know, that's frankly why -- I  
14 don't think I am breaching attorney-client privilege when I say  
15 I told Shane, Quite frankly, you're crazy. You went and  
16 pounded on his door later, and you were trying to collect? You  
17 know, I give you credit, but you are a braver man than I am.

18 THE COURT: I remember thinking, boy, that guy is  
19 doing a heck of a job, you know.

20 MR. PEZZILLO: Well, we've done work with Mr. Norman  
21 for a long time. He's -- that's him. That is his personality.  
22 He goes out there and does it.

23 Again, if full payment is made, then the codes -- you  
24 know, frankly, Your Honor, Cashman will provide the codes.  
25 Other than that there are no promissory notes. I think legally

1 that just utterly fails.

2 One of the issues that was raised was with regards to  
3 why wasn't there a claim and delivery with regards to the UCC.  
4 Well, the reason is, Your Honor, is that there is actually a  
5 BFP upstream. There are parties now who have purchased it,  
6 whiting Turner being one of them who wouldn't have had notice  
7 if they had gone and searched the public records. So we can't  
8 get the equipment back from them. It's not that we don't want  
9 it. I mean, maybe they don't, but we just can't go get that  
10 now, and it's really not our intention to go and leave City  
11 Hall without backup power because we wouldn't want, you know,  
12 politicians left in the dark or anything.

13 Any releases, Your Honor, have to be supported by  
14 consideration. When that consideration fails, those releases  
15 fail, and that's right in the statutes, and there's no reason  
16 for that. We're trying not to leave anybody hanging out.

17 I kind of want to point out, ironically, Mojave gets  
18 the benefit of all of the same statutes, and if the facts of  
19 this case were different, if it was Whiting Turner -- they're a  
20 big company. They're actually 15 seconds from our office.  
21 They're a big company, but, you know what, on this project, if  
22 the owner had paid and Whiting Turner disappeared in the middle  
23 of the night with all the funds and Mojave were standing here  
24 where I am right now and you asked the question, well, aren't  
25 you going to get out there and continue working unpaid, they

1 would say no, and they would say, you know what, we can do  
2 mechanic's liens. We can do payment-bond claims.

3 THE COURT: Right.

4 MR. PEZZILLO: That's why those things are there.

5 Your Honor picked up on the payment-bond language.  
6 It doesn't say if you pay the person who has privy of contract  
7 with you or if you pay somebody. It says all persons, and  
8 that's the reason that it's there. You asked, Is there money  
9 left on it. Your Honor, they would have to fund it. They  
10 posted the bond. If the surety walks away from that, they have  
11 issues, but that would be funded.

12 One issue I do want to point out and you've asked  
13 this a couple of different times of each party is, Can you turn  
14 the codes over. I guess one procedural issue I need to raise,  
15 there's no affirmative relief to get the codes.  
16 Misrepresentation is the only counterclaim that's pending.  
17 There actually is no action pending against Cashman for the  
18 codes to be turned over. That I actually found somewhat  
19 interesting.

20 Your Honor --

21 THE COURT: Well, I think maybe I could find -- I  
22 could use a theory that -- depending on where I get it -- that  
23 failure to implement or turn over the codes could be sort of a  
24 lack of fairness. It could be -- it's that same  
25 double-recovery concern.

1 MR. PEZZILLO: Certainly.

2 THE COURT: I mean, really. If you get what you  
3 want, then to the extent you can finish --

4 MR. PEZZILLO: Yes. And we would. You know, there  
5 is not going to be any denial that the codes are going to be  
6 turned over.

7 THE COURT: Yes.

8 MR. PEZZILLO: Other than that, Your Honor, we're  
9 after five, and I think we've probably argued this to death.  
10 So I'll finish.

11 THE COURT: All right. Mr. Pezzillo, thank you so  
12 much.

13 All right. That's the end of the case. It's time  
14 for me to deliberate and figure out what to do with this whole  
15 thing, and so it's pretty apparent that's all going to happen  
16 tonight and tomorrow with counsel coming back tomorrow to  
17 receive the verdict.

18 I'd like to suggest that we reconvene at  
19 2:30 tomorrow afternoon and that you guys receive the verdict  
20 then. That will give me tonight, and that will give me a good  
21 chunk of time tomorrow to come up with the whole thing, and  
22 I'll need that time. I've got to tell you there's a lot to  
23 think about.

24 It's conceivable, conceivable although not likely  
25 that I'll need more time than that. So before everybody

1 leaves, please give our court clerk some contact information  
2 unless she has it all from everybody in the room.

3 Anybody who wants to be here -- that's people in the  
4 gallery, too -- make sure that Susie has the contact  
5 information. If it gets to be close to noon and I just don't  
6 think I can do it, then we're going to contact you and figure  
7 out another time to come back.

8 It's -- you know, this case is been about  
9 percentages, probabilities and all kinds of things. It's about  
10 90 percent though that I'm going to have it ready for you  
11 though at 2:30 tomorrow, but I don't -- I can't guarantee it.  
12 I just can't. I mean, I'll do the best that I can, but I'm  
13 really going to put some thought and effort into it, okay.

14 So make sure she has the contact information, and  
15 then remind me that -- if you check on me, I'll be in the  
16 office in the morning, but check on me because all of these  
17 exhibits, I'm not taking them home. I'm not lugging these  
18 binders home. So I'm coming in tomorrow for that. Make sure  
19 you check on me before noon, and I'll tell you, yes, we're  
20 going to make it by 2:30 or not, okay.

21 All right. Fair enough?

22 MR. BOSCHEE: Absolutely.

23 MS. LLOYD-ROBINSON: Very good. Thank you.

24 THE COURT: All right.

25 MR. BOSCHEE: We're obviously easier to get a hold of



1 and get across the street than they are. So whatever Your  
2 Honor needs us to do.

3 THE COURT: So most likely I'll see you tomorrow at  
4 2:30.

5 MR. BOSCHÉE: Okay.

6 MS. LLOYD-ROBINSON: Thank you, Your Honor.

7 MR. PEZZILLO: Thank you, Your Honor.

8 MR. BOSCHÉE: Thank you, Judge.

9 (Proceedings recessed 5:19 p.m.)

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**CERTIFICATION**

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

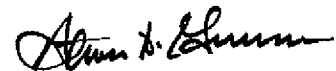
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I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

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CLERK OF THE COURT

TRAN

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

CASHMAN EQUIPMENT COMPANY, )

Plaintiff, )

vs. )

CAM CONSULTING INC., )

Defendant. )

AND RELATED PARTIES )

CASE NO. A-11-642583-C

A-11-653029-C

DEPT NO. XXXII

**TRANSCRIPT OF  
PROCEEDINGS**

BEFORE THE HONORABLE ROB BARE, DISTRICT COURT JUDGE

**BENCH TRIAL - DAY 4**

FRIDAY, JANUARY 24, 2014

**APPEARANCES:**

For the Plaintiff:

JENNIFER LLOYD-ROBINSON, ESQ.  
BRIAN J. PEZZILLO, ESQ.

For the Defendant:

BRIAN W. BOSCHEE, ESQ.  
WILLIAM MILLER, ESQ.

RECORDED BY CARRIE HANSEN, COURT RECORDER  
TRANSCRIBED BY: KARR Reporting, Inc.

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JA 00007067

1 LAS VEGAS, CLARK COUNTY, NEVADA, JANUARY 24, 2014, 2:35 P.M.

2 \* \* \* \* \*

3 THE COURT: Good afternoon, everybody.

4 MS. LLOYD-ROBINSON: Good afternoon.

5 MR. PEZZILLO: Good afternoon.

6 MR. BOSCHEE: Good afternoon.

7 MR. MILLER: Good afternoon.

8 THE CLERK: Cashman Equipment Company versus CAM  
9 Consulting, Inc., Case No. A-642583.

10 THE COURT: Do you all want to make your appearances,  
11 please, for our court record.

12 MS. LLOYD-ROBINSON: Jennifer Lloyd on behalf of  
13 Cashman Equipment Company. I have here with me Brian Pezzillo  
14 from Pezzillo Lloyd as well, and we have here Joel Larson and  
15 Lee Vanderpool from Cashman Equipment Company.

16 THE COURT: Okay.

17 MR. BOSCHEE: Brian Boschee and Will Miller from  
18 Cotton, Driggs, also here in the courtroom is Brian Bugni from  
19 Mojave.

20 THE COURT: Okay. I've arrived at a decision. It's  
21 going to take a little while to let you all know about it. I'm  
22 going to describe it to the absolute best of my ability. As it  
23 turns out just as by way of overview of it or preview of it,  
24 it's sort of a mixed-bag decision. So there's going to be  
25 certain findings for the plaintiff. There's going to be

1 certain findings for the defense side of it, and the order in  
2 which I go through them is going to coincide with the order  
3 that the plaintiff provided closing argument on. So that's the  
4 way am going to do it.

5           So here we go. The first claim that Cashman  
6 Equipment Company presented in argument that I'll address then  
7 is the claim on the payment bond. In regard to that matter I'm  
8 going to find for the defense. Here's why. Exhibit 49 is the  
9 payment bond, and upon review of the payment bond of course you  
10 can see that it identifies Mojave Electric as the principal and  
11 Western Surety Company as the surety. All of that was required  
12 of course by the contract with the general contractor, Whiting  
13 Turner, the bond, the \$11 million bond.

14           There's a paragraph in there on the first page that  
15 reads as follows: Now therefore the condition of this  
16 obligation is such that if the principal -- that's Mojave --  
17 shall promptly make payments to all persons supplying labor,  
18 material, rental equipment, supplies or services in the  
19 performance of said contract and any and all modifications of  
20 said contract that may hereafter be made, then this obligation  
21 shall be null and void; otherwise, it shall remain in full  
22 force and effect.

23           I appreciated the argument that was brought forth by  
24 Cashman because a really good argument, the one that you made,  
25 is that a strict application of that paragraph would stand for

1 the proposition that, well, all payments to you certainly  
2 weren't made; however, upon a lot of thought I'm going to make  
3 the following legal finding. All right.

4           You'll hear me talk a lot about the actions of CAM,  
5 Mr. Carvalho, but on the legal front there is a tentative law  
6 that I found that I think inures a benefit to the defense in  
7 this situation having to do with the bond, and it's the offense  
8 of impossibility. There's a case called Nabocco [phonetic]  
9 versus River View Realty. It's from 1971. It's a Supreme  
10 Court of Nevada case, and it stands for the proposition that  
11 there is such a thing in Nevada known as the defense of  
12 impossibility.

13           That is available, and I find that it was available  
14 to Mojave in this situation where a performance is made  
15 impossible or highly impractical by the occurrence of an  
16 unforeseen contingency; however, as you're going to see in my  
17 analysis, I'm going to find that the majority of the fault for  
18 the involvement of CAM and Mr. Carvalho falls with Cashman.

19           And that leads me to the rest of the legal standard  
20 of impossibility which again from the Nabocco case continues on  
21 like this. All right. If the unforeseen contingency is one  
22 which the -- in this case I will apply it to Mojave -- the  
23 promisor should've foreseen, the defense is unavailable  
24 basically.

25           I think there was a minimal amount of foreseeability

1 that Mojave had -- and I want to talk to you all about that and  
2 describe it all in some detail as we go through it -- but  
3 essentially I'm finding that the idea of the intervening  
4 actions, and that's -- Mr. Boschee I thought made a good  
5 argument in that regard where he described CAM's actions as an  
6 intervening cause.

7 That did lead me to last night and this morning to  
8 further delve into the idea of what does that really mean  
9 legally here in Nevada, and what I came up, again, with was the  
10 idea that this intervening cause argument that you provided, it  
11 translates to an impossibility defense in my opinion.

12 And again because I find that it was -- it really  
13 made your performance impossible to actually make Cashman  
14 whole. It was an unforeseen contingency. That's what I think.

15 Now, you would lose that defense again if it was  
16 foreseeable on your part or on Mojave's part, and you're going  
17 to see that I'm going to give you a little allowance in here of  
18 fault, but my finding is it does not arise enough to where you  
19 lose this defense that you presented of what I call  
20 impossibility or intervening cause. So that's the main reason  
21 why I find for you on the payment-bond issue.

22 I realize of course that the payment bond on page 2  
23 does indicate that the said principal and the said surety agree  
24 this bond shall inure to the benefit of all persons supplying  
25 labor, material, rental equipment, supplies or services in the

1 performance of said contract and goes on from there. So just  
2 for the record and also, you know, just to let Cashman know, I  
3 mean, you certainly had standing to bring this bond claim.

4           It's just that in applying the contractual  
5 language -- because that's really what it is. It's a  
6 contract -- it became -- I think it became impossible for  
7 Mojave to follow it given that Mr. Carvalho did what he did,  
8 and that's the way I think of it.

9           Another way maybe to conceptualize that is that  
10 Mojave in my opinion in regard to the payment, they performed.  
11 I mean, you did what you had to do. You sat there and did what  
12 you had to do. You came forward with the payment, and so with  
13 that in conjunction with the impossibility nature of what  
14 Carvalho did I think leads me to say that that's a defense  
15 finding having to do with the payment-bond issue.

16           Okay. In regard to the second claim that the  
17 plaintiffs brought, foreclosure of the mechanic's lien,  
18 likewise, I'm going to find for the defense on that, and here's  
19 why. It starts with an analysis of the lien itself. That's  
20 Exhibit 11. It's in the record, and it does stand for the  
21 proposition that there is a lien in place.

22           The lien has been amended in the course of our  
23 hearing and that's Exhibit 66. The lien amount then is for the  
24 specific amount of six, eighty-three, seven, twenty-six and  
25 eighty-nine cents. I'm going to find some of the argument that



1 Cashman did give me was persuasive on some of the preliminary  
2 matters having to do with this.

3           The notices that went out in my opinion were legally  
4 sufficient. That is the preliminary notice procedure that was  
5 used given that I believe it required certified mailing to the  
6 owner. My review of a number of the exhibits and the testimony  
7 is that there was in fact sufficient preliminary or legal  
8 notice to the owner.

9           Further, there is in Nevada -- it changed some time  
10 ago, about 10 years ago -- but you do not have to specifically  
11 list the value in the lien, and so that's not a shortcoming  
12 given that you don't have to have the specific value in there.  
13 So those are factors that inured in favor of Cashman at least  
14 on the procedural front as far as giving notice and perfecting  
15 the lien.

16           But what leads me to the defense verdict on this  
17 cause of action is a review of the unconditional waiver and  
18 release upon final payment document which is Exhibit 4, and  
19 then I'm going to talk a little bit about an application of  
20 that to the other evidence, and so here's how it flows in my  
21 view. If you look at this unconditional waiver and release  
22 upon final payment document -- again Exhibit 4 -- it basically  
23 stands for the proposition on its face that the undersigned  
24 which is Cashman -- I mean, they say right in here -- they've  
25 been paid in full for all work, and they release any notice of

1   lien.

2               By the way, it does talk about private-bond right in  
3   there is well. I don't know if you noticed that. But in any  
4   event there is a pretty meaningful paragraph in here that  
5   appears twice with the bold capital letters, and it starts with  
6   the word, Notice. I know you've all seen it, but this was very  
7   persuasive in my view. It says, Notice this document waives  
8   rights unconditionally and states that you have been paid for  
9   giving up those rights. This document is enforceable against  
10   you if you sign it even if you have not been paid. If you have  
11   not been paid, use a conditional release form.

12              Well, maybe that's the lesson learned. If you  
13   haven't been paid, if you don't actually have the money in your  
14   account or some sort of negotiable instrument that you have  
15   better confidence in, well, use a conditional release form, and  
16   that language appears twice in the document that I could see  
17   there on April 26th of 2011, that Tuesday, the fateful Tuesday.

18              And so it was well brought up I thought by Cashman.  
19   Wait a second, there is this idea that notwithstanding any  
20   language in the waiver and release, If the payment given in  
21   exchange for any waiver and release of a lien is made by check,  
22   draft or other such negotiable instrument and the same fails to  
23   clear the bank on which it is drawn for any reason, then the  
24   waiver and release shall be deemed null and void and of no  
25   legal effect whatsoever. Great argument.

1 I'm going to make a finding that Exhibit 13 is the  
2 payment. Exhibit 13 is the \$820,261.75 that Mojave furnished  
3 to CAM consulting there on again April 26th. My view is in  
4 applying the argument that Cashman presented -- more directly  
5 I'll just tell it you again like this. Notwithstanding any  
6 language in the waiver and release set forth in this section,  
7 if the payment given -- this is the payment. That's my  
8 finding -- I think that's what Mojave was supposed to do. I  
9 think they were supposed to make the payment, and they made the  
10 payment of 820 grand. So that is an effective waiver and  
11 release.

12 Okay. And that takes me to the third cause of action  
13 that the plaintiffs have, and that one I'm going to find for  
14 the plaintiffs. That is foreclosure of security interest.  
15 That analysis goes like this. We start with Exhibit 1, page 2.  
16 Exhibit 1 is the application for credit that Cashman involved  
17 themselves with Mr. Carvalho. This is a few months before the  
18 problems really happened, but in any event I believe that --  
19 well, you kind of need a magnifying glass -- Section 8 stands  
20 for the proposition that there is a security interest that  
21 Cashman from the inception of the arrangement with CAM intended  
22 to perfect. Well, they perfected it.

23 They perfected it in Exhibit 5. Well, exhibit 5 is a  
24 UCC financing statement where in my opinion Cashman perfects a  
25 security interest. Now, there was some criticism about the

1 specificity of the document; however, I find that it's  
2 adequately sufficient and specific. In Section 4, it  
3 identifies two Caterpillar model -- I won't read the model  
4 number -- but generators, three transwitches, and then one  
5 Caterpillar switchgear. Those are identified with some  
6 specificity.

7           To me Exhibit 5 is a legally binding security  
8 instrument essentially establishing a security interest inuring  
9 to the favor of Cashman in this -- in these items and this  
10 equipment. How is that going to work? I think if you look at  
11 area of law -- it was an interesting one to spend some time on  
12 for me -- it's sort of the value or proceeds then that would be  
13 derived from the equipment.

14           I did the best I could to figure out where the  
15 evidence in our trial was of that, and I think that is found in  
16 Exhibit 40. If you look at Exhibit 40, page 1, that -- you  
17 know, Exhibit 40, it is the subcontract, the Whiting Turner  
18 Contracting Company subcontracting with Mojave, and of most  
19 relevance then for this little -- this analysis, you look at  
20 Exhibit 40, page 23, and there's a little chart in there which  
21 identifies value, and the core and shell emergency generator is  
22 a \$957,433 item identified there. The UPS system is identified  
23 at \$297,559.

24           And this is a good time for me to segue and say  
25 something to the attorneys here. At the end of this

1 delivery -- I know you all are taking notes -- feel free to  
2 talk to me about what I've done, not on the merits so much  
3 because I don't want to hear argument really having to do  
4 respectfully with changing my mind on the findings.

5 But on the money trail of things you're going to see  
6 as I get through this there's still some fluid nature to this  
7 that I would appreciate some input on as far as coming up with  
8 the bottom-line dollar. I'm going to give you a number that's  
9 real close to what I think the case ends up being in my whole  
10 analysis, but this is a good segue.

11 I'm trying to do the best I can to figure out the  
12 value of your security interest from the evidence, and so I'm  
13 saying to everybody I'll reopen argument to allow the attorneys  
14 to give me their thoughts as to -- since I found for the  
15 plaintiff on the foreclosure of security interest how that  
16 really works and what it really attaches to and where the money  
17 comes from, okay. So just keep that in mind. I think  
18 Exhibit 40 is the right place to look though, and I have it all  
19 here, and we can talk about it some more.

20 All right. So in regard to the fourth cause of  
21 action, the fraudulent transfer allegation I find for the  
22 defense on that because I believe that Mojave had no real  
23 inside complicity. Those were the words that Mr. Boschee used.  
24 I thought that that was a good term of art to use with me, and  
25 I think that carries the day for the defense on that one.

1           I think that some sort of complicity -- that's your  
2 word -- with CAM is necessary to have a fraudulent transfer  
3 finding against your company, and I just don't see that it  
4 happened that way. I felt as though you and Cashman were  
5 equally innocent in regard to your, you know, intentional  
6 actions if you will.

7           All right. As far as unjust enrichment is concerned,  
8 Ms. Lloyd, as she has done from the moment she walked into this  
9 court in the motion practice a long time ago, she's always  
10 straightforward, totally ethical, professional and just a  
11 pleasure.

12           MS. LLOYD-ROBINSON: Thank you.

13           THE COURT: She told me though, pursuant to the way  
14 she conducts business -- a way Cashman should be darn proud  
15 of -- that the unjust enrichment claim, really it's just  
16 against the owner. It's sort of limited to this escrow  
17 account. I mean, an argument could be made that it could have  
18 been more than that from the pleadings, but I appreciate that  
19 you've limited it to that, and so that's the way I've conducted  
20 my analysis then is limiting the unjust enrichment claim again  
21 just to the owner, limited to the escrow, having to do with  
22 these codes.

23           I am going to find in favor of the plaintiff having  
24 to do with this unjust enrichment claim in that regard in that  
25 I feel as though as long as Cashman -- and I think they can --

1 they stand ready to actually put the codes in, provide them,  
2 implement them, all that, well, then my finding is you prevail  
3 on that and you get the -- whatever's in escrow, 86- or 87  
4 grand. You get that. If you put the codes then, you get the  
5 87 grand. That's it. So you win on that.

6 As to the counterclaim, I'm going to find in favor of  
7 the plaintiff. It's a defense counterclaim. It sort of  
8 becomes moot if you see that I've already found for the defense  
9 having to do with the foreclosure of mechanic's lien claim, but  
10 in any event on its merits I likewise -- I just -- it was a  
11 fair argument, but I don't find that there's any  
12 misrepresentation at any level having to do with what Cashman  
13 did, and that's essentially what that counterclaim was about.

14 And again I'll reiterate that I think that both sides  
15 were basically innocent as far as that goes. In fact -- well,  
16 we've said enough about that.

17 All right. So what we end up with then as far as the  
18 claims that were in front of the Court, there's a -- as far as  
19 findings for the plaintiff, you have a foreclosure of security  
20 interests finding, and you have the unjust enrichment finding.  
21 Everything else I've found, as far as the plaintiff's claims,  
22 in favor of the defense, and then the defense counterclaim goes  
23 away. I find -- I just dismissed it.

24 All right. So that takes us to a part of the case  
25 that -- as you're going to see, it's my view -- becomes

1 important on the distribution of money. I mean, the case is  
2 about money. It's a civil case, and, you know, Cashman  
3 provided some pretty nice equipment. They'd like to be made  
4 whole. Mojave, you know, put out a considerable chunk of  
5 change in good faith as well, and so how do I figure this out.

6 MR. BOSCHEE: Can I ask a quick question before you  
7 get too far into this?

8 THE COURT: Yes.

9 MR. BOSCHEE: Just a clarification, when you're  
10 talking about the unjust enrichment claim you talked about -- I  
11 think you just said, if they stand right and provide the codes,  
12 if they provide the codes, then they get the money. Is -- are  
13 the codes tied to the unjust enrichment damage award?

14 THE COURT: Yes.

15 MR. BOSCHEE: Okay. I just wasn't completely clear  
16 on that in my notes. So thank you.

17 THE COURT: And you guys can ask me questions along  
18 the way, and I said there's going to be some room for some  
19 discussion on the -- how we're going to handle this money stuff  
20 anyway.

21 So this is what I think though I need to do to give  
22 you guys a good record as to how I think the money needs to be  
23 distributed because Cashman has -- I mean, they have prevailed  
24 on the cause of action having to do with foreclosure of  
25 security interest. So that puts them in a position essentially



1 to collect their lien which is \$683,726.89. Of course I'd  
2 subtract the money that they'd be paid out of the escrow  
3 account for finalizing the codes. That still would be at about  
4 a \$600,000 figure that conceivably they could be awarded since  
5 they prevailed on one of their claims.

6           However, it is my finding that in this case and  
7 especially because of what I've already talked about, this idea  
8 of the impossibility defense, the equity thought that has been  
9 all over the case, I think it's important for me to distribute  
10 an award, a financial award consistent with what I think is  
11 some responsibility of fault for what Mr. Carvalho did, not  
12 fault as far as him stealing the money. I mean, you know, that  
13 was his fault completely.

14           But as far as equitable fault having to do with  
15 putting the situation in place which did occur I'm going to  
16 tell you that I'm finding that Cashman is about two thirds  
17 responsible, and Mojave is a third responsible, and I used  
18 numbers because we're going to have to use numbers to come up  
19 with a judgment award.

20           I'm finding that Cashman is .67 percent responsible  
21 and that Mojave is .33 responsible, and here's why. All right.  
22 It starts off with what I've already said, but I'd like to  
23 again sort of look at the principals from the companies that  
24 are here and just tell you that, I mean, both of you really are  
25 just innocent victims, and that makes it really difficult for

1 me in that --

2 I mean, Cashman, you guys -- it seems to me you  
3 really know what you're doing. You are a great company, and  
4 you supplied all this stuff just like you were supposed to, and  
5 our City Hall has an operational benefit because of your  
6 involvement.

7 I think Mojave is a good company, too. It seems like  
8 anytime you are asked to do something, you do it, and you pay  
9 for stuff but this time to your detriment to some extent.

10 Both companies are just innocent victims in this  
11 mess, but you've already heard that I think as far as the  
12 equitable sort of fault base for what got put in place that  
13 could happen with CAM, again, I think that about two thirds of  
14 that responsibility falls with Cashman. That's what our case  
15 was about to some extent. It really was. There was a lot of  
16 talk about that in here.

17 And so here's why I think that. It starts with the  
18 idea that I think both parties, both Mojave and Cashman in my  
19 words were equally stuck with this DBE requirement, and that's  
20 a horrible way probably for a Court to refer to an allowance  
21 that the city has or a policy that the city has to deal with  
22 disadvantaged business entities.

23 But in this situation I am troubled, and I would like  
24 to make it part of the record that the Court's troubled with  
25 this idea of using a disadvantaged business entity just for

1 some sort of political reason or some kind of feel-good reason.  
2 I'd rather like to see the situation be what it's supposed to  
3 be and that is that disadvantaged business entities are  
4 utilized for legitimate purposes, do legitimate things on  
5 legitimate construction projects as opposed to sort of being --  
6 as I called it before -- some sort of contractual placeholder.

7           It's almost like in this situation -- well, it was in  
8 this situation that everybody just sort of did it as a  
9 feel-good placeholder, and the way it was of course designed to  
10 work -- I mean, the process was Mojave would have to pay money  
11 to CAM, and then CAM ostensibly was supposed to pay Cashman,  
12 and I'm troubled as a Judge by the fact that I look at it and  
13 it was just some kind of smoke and mirrors deal where CAM just  
14 was supposed to touch it.

15           I mean, CAM just had to touch the money or be part of  
16 the accounting trail, and we were then going to be able to  
17 publicly proclaim, wow, this is great. We used a disadvantaged  
18 business entity.

19           There is no fault in my opinion on Mojave or Cashman  
20 in this regard. I think you both just got stuck in a bad spot,  
21 but it's not in my purview to try and do something about it.

22           What I think was basically a sham arrangement just as  
23 a matter of public policy though, I mean, the courts are about  
24 the public, I would hope that somehow, someday this could serve  
25 as a lesson specifically to the City of Las Vegas.

1           I'm not fully aware of the whole certification  
2 program having to do with disadvantaged business entities, but  
3 this Court for whatever it's worth would find some satisfaction  
4 if the sting associated to both sides of this could be conveyed  
5 to the City of Las Vegas, to the City Council, to the mayor,  
6 and I'd like to see some kind of a review of what's really  
7 happened with this disadvantaged business entity program, and  
8 my thought is if it's a great program, it makes sense, the  
9 diverse city aspect of this is a very important part of our  
10 community, it just should be legitimate in its application. So  
11 that's my thought.

12           All right. Getting to the fault analysis then, this  
13 is what I think. Peter Fergen of Mojave gave three options to  
14 Cashman. It was CAM, NEDCO and Codale of potential  
15 disadvantaged business entities that were certified, and it was  
16 Cashman -- I have to say it was Cashman in my opinion -- that  
17 when presented with those three options made the decision to go  
18 with CAM, and so I think that's a factor that really does weigh  
19 heavily in the equitable-fault analysis in my view.

20           In fact, if things would have gone great, well, I  
21 mean, there was some business benefit to it because you end up  
22 working out a deal for a half a percent as opposed to maybe  
23 two percent or three percent that you might have with NEDCO or  
24 Codale. Nonetheless, the fact of it is the actual  
25 participation of CAM when it really comes down to it, there

1 were options, and Cashman chose to go with CAM.

2           Next, months before the theft occurred as we can see  
3 from Exhibit 1, the credit application, there was an  
4 opportunity that Cashman had with Shane Norman -- who by the  
5 way I was impressed by though, and he's a great employee it  
6 seems like at the time and did a great job. So this is not a  
7 criticism of him -- but the fact of it is there was a  
8 meaningful opportunity provided to identify credit problems  
9 with CAM, and it was even true that there was -- you know, you  
10 gave him a customer number, but you really didn't want to  
11 extend him credit or do much else, and I think that's a bit of  
12 a warning that I think inures some responsibility.

13           I will give you this though. There was argument back  
14 and forth about, you know, should you hold the check for a few  
15 days from the 26th until the 29th. I don't really find a lot  
16 of fault with that because it sounds to me like that sort of  
17 thing could happen in a business practice as a matter of  
18 courtesy with people you're dealing with with large sums of  
19 money. So I don't find that that's an incredibly motivating  
20 factor as to fault.

21           Part of assigning a two thirds responsibility for  
22 Cashman in addition to what I've already said is looking at  
23 what Mojave really did here. Mojave had dealt with CAM on a  
24 couple of other projects, the Metro project, the Nevada Energy  
25 project, and in my opinion it seemed like they should be able

1 to reasonably conclude that CAM was, you know, doing what he's  
2 supposed to do in those sort of scenarios with Metro and the  
3 Nevada Energy project.

4 We even saw, you know, Exhibit 14 which was a couple  
5 of considerable checks that look to be the type of thing that  
6 you'd expect a disadvantaged business entity to do in those  
7 kinds of spots.

8 Another thing is that Mojave arranged the meeting  
9 with CAM and with Cashman, Mr. Lozeau. I mean, that meeting  
10 was arranged, and the way I look at that is it's basically  
11 almost a matter of courtesy. Mojave is saying, look, here's  
12 the guy, meet with him, figure him out because, you know, at  
13 the end of the day he's in the middle between us here.

14 And so I thought that actually was -- I know there  
15 was some argument. Well, this happened over at Mojave's place.  
16 They should know better, you know, and all this kind of stuff,  
17 but I just think that arranging that meeting was something that  
18 really more inured benefit to Mojave than it hurt you. I mean,  
19 it seems like it was a good faith way of going about doing  
20 business with who everybody thought might be an okay person but  
21 was a devil.

22 Right now if you were Mojave, you might say, well,  
23 what did we do wrong. How come you gave us a third of the  
24 responsibility? Why not just say it was all Cashman's fault?  
25 I mean, we got stuck with the DBE requirement. We arranged the

1 meeting. Mr. Fergen gave them three options. They decided to  
2 cheap out, and as Mr. Boschee said, They decided to risk a  
3 small amount of money for 800 grand.

4 Well, here's where I think there is some fault for  
5 Mojave respectfully. Cashman did request a joint check, and  
6 Mojave in its wisdom said no to that. I don't think the joint  
7 check would have necessarily solved the problem. I mean, if  
8 you give a joint check to a guy like Carvalho who is on a  
9 course to steal 600 grand or 800 grand or whatever he wants to  
10 steal, he might just still find a way to do that by  
11 countersigning, a forged signature or otherwise doing something  
12 to steal the money, but it was a good request, and Mojave in my  
13 view takes some responsibility for basically saying no.

14 I mean, they could've gone to Whiting Turner and  
15 said, we've got a request for a joint check. We've done it in  
16 the QED case or situation. Why don't we just do it here, and I  
17 see the explanation that was given. I mean, it was a fair  
18 explanation. Well, it's not -- we don't have an agreement for  
19 a joint check.

20 And then there's this concern which I find to be a  
21 credible concern. I mean, it's like when the specter of the  
22 DBE is there, it has cast this shadow on the whole thing, like  
23 we don't want to do anything to mess with that. We don't want  
24 to make anybody mad. We want to make it all look above board,  
25 you know, and it must be difficult to try to do business in

1 that kind of a spot, really, but the fact of it is Mojave could  
2 have in my opinion furthered that request and followed through  
3 with it, and so I give you some fault with that.

4 And then the other thing that leads me to give you  
5 some fault, Mojave, is it's your money. I mean it, it starts  
6 with you. You're the one handing this check over, you know,  
7 the \$820,000 check, and I've got to give you some  
8 responsibility when you're handing that check to anybody  
9 including CAM, but as you can see looking at the situation  
10 mainly because again there were options given, Cashman did  
11 decide to go with CAM. They did a little credit deal and had a  
12 chance to look at them. I just think that they have about two  
13 thirds of the responsibility for it.

14 So what that does then is it gets us into an  
15 analysis, a financial analysis. Again, Cashman has prevailed  
16 on the foreclosure of security interest claim. So they have a  
17 lien for six, eighty-three, seven, twenty-six and eighty-nine  
18 cents. I'm not sure exactly what's in escrow. This is another  
19 area where we may have to talk. In other words, I don't know  
20 the specific dollar amount. If I was presented it -- maybe  
21 because looking at this all last night and all day today I just  
22 didn't find -- lay my hands on that number, but I think it's  
23 86- or 87,000.

24 So Cashman would be required to -- since they  
25 prevailed on an unjust enrichment claim they're going to be



1 required to finalize the codes, but then they get that  
2 eighty-six or eighty-seven, and that's taken off their lien.  
3 That takes it -- that'll probably take it to around \$600,000,  
4 and if I were to apply the percentages of fault on the  
5 equitable analysis that I've come up with for all the reasons  
6 I've stated, and I told you I put a .67 percent fault on  
7 Cashman, .33 on Mojave, that means roughly \$189,000 to the  
8 plaintiff. If you take 600,000 you use those .67, .33 numbers,  
9 it comes out to be 189,000 to the plaintiff. So you have that.

10 All right. Any proceeds from the criminal case, the  
11 restitution that may come out of that is going to be split 50,  
12 50 between Cashman and Mojave, and I know that that seems on  
13 its face -- of course that is -- it's inconsistent with my .67,  
14 .33, but I just think 50, 50 is the way to do that.

15 What wins the day in regards to that for me is that  
16 this goes back to both of you being equally innocent victims of  
17 this guy. By that, I mean Carvalho, and so if the criminal  
18 case results in restitution, you guys just split that, and of  
19 course, you know, to the point of hopefully everybody gets  
20 closer to being made whole or made whole, I don't know if  
21 that's possible.

22 And I don't have any authority to tell the DA's  
23 office what to do or whatever Judge presides over this criminal  
24 case, but I would at least say as a matter of record that I  
25 would like the DA's office to consider -- at least the DA's

1 office to consider to the extent restitution can be had in the  
2 criminal arena, I urge it to happen because we have in this  
3 situation two good companies with good people running them,  
4 good lawyers representing them who have been victimized by this  
5 guy Carvalho.

6           It's not just the victimization of the lien amount of  
7 the seven hundred or so thousand dollars or seven and a half or  
8 whatever it was total. It's -- actually I'd say it's 10 times  
9 that because it's the aggravation that both companies have to  
10 go through. It's the dealing with all the court proceedings  
11 that had to come about. It's attorney's fees that are well  
12 spent on good lawyers, but nonetheless attorney's fees are  
13 probably considerable in this situation.

14           And maybe more than anything else it could lead to a  
15 reluctance to deal with each other which in my view is a shame  
16 because I think that all you need to do is look at what turned  
17 out to be a pretty beautiful City Hall and say that I think our  
18 community was benefited by good companies like you all, and I'd  
19 like to see some other projects that you guys are involved with  
20 that turned out as beautifully as that City Hall turned out,  
21 but that's just my thought on it.

22           So I hope that the DA's office makes it a priority to  
23 gain restitution from Carvalho and that gets split between you  
24 guys. That's what I'd like to see.

25           In regards to the house, I'm rewarding that

1 100 percent completely to the plaintiffs. So whatever you get  
2 out of it, have at it. You guys have a house, and the reason  
3 for that is because I feel as though you've gone through  
4 enough, and there's a lot of effort and time and energy legally  
5 put forth to try to acquire it. It's a speculative interest.  
6 It's as Mr. Pezzillo said better than anybody, it's an  
7 inchoate, an inchoate interest, and so in fairness to the whole  
8 situation you guys have a house. Do with it what you can.

9           Anything I can do to further legal proceedings to let  
10 you do something to get it, I will. I'd be inclined to -- as  
11 long as I afford due process to anybody else who decides to  
12 come and fight your efforts -- but my intention would be to  
13 finalize some sort of financial resolution in that house.

14           All the defaults against Carvalho you have, anything  
15 the Court can do to continue efforts in that regard, I stand  
16 ready to do it.

17           All right. As far as the setoff situation. It  
18 became evident to me that when Cashman decided to stop work  
19 that of course Mojave and those involved -- probably through  
20 the owner even all the way down -- I mean, you had to do  
21 everything you could to still finish the project and deal with  
22 the generators and the backup power and all that.

23           And so Exhibit 65 showed me the financial  
24 contribution you had to make for that. I have looked at the  
25 situation in regard to this setoff area. I'm going to find for

1 the plaintiff on that. In other words I look at the Prompt Pay  
2 Act, NRS 624.626 Section 9. Basically that area of law to me  
3 stands for the proposition that there is a public policy in  
4 favor of the lower-tiered subcontractors, and that makes sense  
5 because, you know, you depend upon a lot of things when you're  
6 in a lower tier, and we want to encourage you to continue to  
7 build up our community, and so I think that's why that law  
8 exists.

9 And if you look at the actual language of the  
10 statute, it talks about having a reasonable basis in law or  
11 fact, and well, when you bring in these generators and they're  
12 craning them in and the backup systems and everything you stood  
13 ready to do -- as I think a really good company -- and you have  
14 that horrible moment probably in early May, I think you had the  
15 right to stop because you did everything you were supposed to  
16 do at that point, and so I think you had a reasonable basis as  
17 the statute allows for to stop, and once you stop, well, then  
18 it seems like you should not be held responsible legally then  
19 for efforts that unfortunately the other side had to put forth.

20 And I can see the wisdom of that sort of law, and  
21 since our legislature has it there all I can do is try to  
22 respect it, and I think it inures a benefit to the plaintiffs.  
23 What it really comes down to is it's a \$75,000 or so setoff  
24 that I'm not going to allow, and where I get that is if you  
25 look at Exhibit 65, it's a hundred and forty-two grand that

1 they put out, but there's this battery situation for about  
2 67,000. You do the math, and that's a \$75,000 at least claim  
3 setoff that Mojave could come forth with, but I'm denying that  
4 again based upon this Prompt Pay Act wisdom and application of  
5 the facts to it.

6           So what that leaves us with then is not a specific  
7 dollar amount, and the reason we don't have a specific dollar  
8 amount is -- well, there's a lot of reasons. One, I don't know  
9 what money is in escrow to take from the lien, and that just  
10 puts us in a -- right there. I don't know the exact amount in  
11 escrow having to do with these codes, but anyway what we end up  
12 with is about \$200,000 to the plaintiff, a house to the  
13 plaintiff, no setoff. So basically Mojave has to basically get  
14 stuck with about seventy-five grand that they put into having  
15 to put the project together once you exercised your reasonable  
16 right to stop work.

17           So of course that's -- it really is kind of another  
18 benefit to the plaintiff side of it, and the criminal case is  
19 going to be split restitution 50, 50. So that's it for me.

20           That's the best I can come up with in this whole  
21 case, and so now I'll turn it over to the attorneys. I'll give  
22 you a chance. You can say whatever you want. You can make  
23 suggestions, talk about any legal details having to do with  
24 anything I've said, but as I have said, respectfully, as far as  
25 the findings of my ability or defense, I appreciate if you

1 don't revisit that unless you feel like you need to make a  
2 record on something. I mean, those findings are what they are.  
3 I'm just talking about any other legal concerns or anything  
4 else.

5 MR. BOSCHÉE: Well, Nancy is here. The one thing I  
6 would ask -- and she could probably get the answer to this  
7 fairly quickly -- would be we might be able to find out how  
8 much money is in escrow fairly quickly.

9 I don't know if that's something we could find out  
10 today or --

11 MS. RIVERA: Yeah, I can call the office and find out  
12 what it is.

13 THE COURT: Well, you don't need to do that for my  
14 purpose.

15 MR. BOSCHÉE: Okay. I didn't know if you wanted --

16 THE COURT: I mean, you've got the order.

17 MR. BOSCHÉE: Right.

18 THE COURT: So we should talk about who's going to  
19 try to take the first shot of drafting it.

20 MR. BOSCHÉE: And the only other question I had --  
21 there were two questions I had I guess. I made reference to it  
22 in my closing, and I don't know if you want me to file a formal  
23 motion, but there is that interim attorney's fee award with  
24 respect to the lien.

25 THE COURT: Yes, okay. I'm going to interrupt you on

1 that. I've heard it a lot, and I respect it.

2 MR. BOSCHÉE: Okay.

3 THE COURT: But I want you to file a motion.

4 MR. BOSCHÉE: Fine. And that's why I wanted to ask  
5 if you wanted us to file a motion.

6 THE COURT: The reason being is, you know, you're  
7 going to have to have your legal basis for it and your  
8 argument. My guess is they're going to have opposition with  
9 legal basis and arguments.

10 MR. BOSCHÉE: Which led to my second question which  
11 is then in terms of fees and costs. It seems like we've got a  
12 prevailing party as to a security interest claim. We've got a  
13 prevailing party as to lien and bond claims, both of which  
14 allow attorney's fees to the prevailing party. I mean, do you  
15 want to see motions -- I assume you want to see motions on  
16 that?

17 THE COURT: I was intentionally silent. That's a  
18 good point. I should've said. I was intentionally silent  
19 having to do with attorney's fees.

20 MR. BOSCHÉE: Okay.

21 THE COURT: I mean, I don't know what else is out  
22 there. I don't know if there are offers of judgment or  
23 anything in this case. I don't know, but if either side wants  
24 to take a position that an award of attorney's fees and costs  
25 are due, go right ahead.

1 MR. BOSCHÉE: Okay.

2 THE COURT: I'll see it if you do, okay.

3 MR. BOSCHÉE: I think that -- those were the only  
4 other questions I had because you were actually silent on it  
5 and that's why.

6 THE COURT: All right. Anything else?

7 MS. LLOYD-ROBINSON: I have nothing.

8 THE COURT: Who's going to draft the order then?

9 MR. BOSCHÉE: We can draft it.

10 THE COURT: And run it by her --

11 MR. BOSCHÉE: Absolutely.

12 THE COURT: -- and send it on over.

13 If you don't agree, then submit competing orders, but  
14 I hope you agree with the way you put it together.

15 And by the way, when you're doing this, if you agree  
16 on some subtle nuance that I did not talk about, if you agree  
17 on it, I'm good with it. In other words, if something comes  
18 up, you think about the house situation or one of the defaults  
19 on Carvalho or the criminal thing, if you guys come up with  
20 something, you don't need to call me or whatever. If you  
21 mutually agree, I'll sign the order, okay.

22 MR. BOSCHÉE: And if it's okay with counsel and Your  
23 Honor, we'll get the exact numbers -- before we draft the order  
24 and send it over -- on the escrow so we have an actual award  
25 amount.



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MS. LLOYD-ROBINSON: That's fine.

MR. BOSCHÉE: And we'll do the hard math and all that  
good stuff.

THE COURT: Well, good. I appreciate it.

Anything else? All right.

(Proceedings concluded 3:24 p.m.)

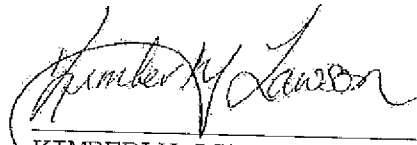
**CERTIFICATION**

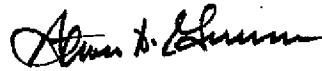
I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

**AFFIRMATION**

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

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CLERK OF THE COURT

**MOT**

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,

Plaintiff,

v.

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

Defendants.

AND RELATED MATTERS.

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

**MOTION FOR RELIEF PURSUANT TO  
NRCF 60(b) AND MOTION FOR  
ATTORNEYS' FEES AND COSTS  
PURSUANT TO NRS CHAPTER 108**

Defendants/Counterclaimants WESTERN SURETY COMPANY, a surety ("Western"),  
THE WHITING TURNER CONTRACTING COMPANY ("Whiting Turner"), FIDELITY AND  
DEPOSIT COMPANY OF MARYLAND ("Fidelity"), TRAVELERS CASUALTY AND

1 SURETY COMPANY OF AMERICA ("Travelers"), WEST EDNA ASSOCIATES, LTD. dba  
2 MOJAVE ELECTRIC, a Nevada corporation ("Mojave"), QH Las Vegas, LLC, PQ Las Vegas,  
3 LLC, LWTIC Successor LLC, and FC/LW Vegas (collectively "Defendants"), by and through  
4 their attorneys of record, hereby file this Motion for Relief Pursuant to NRCP 60(b) and Motion  
5 for Attorneys' Fees and Costs Pursuant to NRS Chapter 108 (the "Motion") pursuant to NRS  
6 §108.237, NRS §108.2275, and NRCP 60(b). More specifically, and as set forth in further detail  
7 below in the Motion, this Court should: (1) vacate its Order Granting Cashman Equipment  
8 Company's Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275 filed  
9 with this Court on September 20, 2013 (the "Order Granting Cashman's Fees and Costs"); and  
10 (2) award Defendants attorneys' fees in the amount of \$316,844.50 and costs in the amount of  
11 \$19,129.55 for having to defend Plaintiff Cashman Equipment Company's ("Plaintiff" or  
12 "Cashman") mechanic's lien claim.

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1 This Motion is further supported by the Memorandum of Points and Authorities below,  
2 the Declaration of Brian W. Boschee, Esq. in support of the Motion, attached to the Appendix of  
3 Exhibits to the Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and  
4 Costs Pursuant to NRS Chapter 108 (the "Appendix") that is filed concurrently with the Motion  
5 (the "Boschee Declaration") as **Exhibit "1"** and incorporated by reference hereto, the Appendix  
6 and all of its exhibits attached thereto and incorporated by reference, together with the papers  
7 and pleadings on file herein, and such oral argument as may be adduced at a hearing on this  
8 matter.

9 Dated this 20 day of March, 2014.

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

12   
13 BRIAN W. BOSCHEE, ESQ. (NBN 7612)  
14 WILLIAM N. MILLER, ESQ. (NBN 11658)  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101

15 *Attorneys for Defendants West Edna, Ltd., dba*  
16 *Mojave Electric, Western Surety Company, The*  
17 *Whiting Turner Contracting Company and*  
18 *Fidelity and Deposit Company of Maryland,*  
19 *Travelers Casualty and Surety Company of*  
20 *America, QH Las Vegas, LLC, PQ Las Vegas,*  
21 *LLC, LWTIC Successor LLC, and FC/LW Vegas*  
22 *Counterclaimant and Crossclaimant*  
23  
24  
25  
26  
27  
28


1 **NOTICE OF MOTION**

2 TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:

3 YOU, and each of you, will please take notice that the undersigned will bring the above  
4 and foregoing **MOTION FOR RELIEF PURSUANT TO NRCP 60(B) AND MOTION FOR**  
5 **ATTORNEYS' FEES AND COSTS PURSUANT TO NRS CHAPTER 108** on for hearing  
6 before the above-entitled Court on the 24 day of April, 2014 at 9:00 a.m. in  
7 Department XXXII of said Court.

8 Dated this 24 day of March, 2014.

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

11   
12 **BRIAN W. BOSCH, ESQ. (NBN 7612)**  
13 **WILLIAM N. MILLER, ESQ. (NBN 11658)**  
14 **400 South Fourth Street, Third Floor**  
15 **Las Vegas, Nevada 89101**

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

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff brings the instant Motion because the Court made an interim award of fees and  
4 costs to Cashman on a lien claim that, while preliminarily allowed to go to trial, was ultimately  
5 dismissed by the Court, thus making the Defendants the prevailing party on the lien claim.  
6 Pursuant to NRCP Rule 60, this Court should vacate its Order Granting Cashman's Fees and  
7 Costs, as this order was based upon this Court's preliminary decision not to expunge or reduce  
8 Cashman's Notice of Lien (the "Lien"). As the Court knows, the Plaintiff acknowledged, at trial  
9 after the presentation of evidence of partial payment received by Cashman, that its Lien was  
10 excessive by recording and submitting its Amended Notice of Lien (the "Amended Lien").  
11 Then, after the presentation of evidence and argument by counsel, the Court determined that  
12 Defendants were the prevailing party on Cashman's Lien claim and ultimately dismissed that  
13 claim.

14 Along the same lines, pursuant to NRS Chapter 108, since Defendants prevailed on the  
15 Lien claim (i.e. the Lien claim was dismissed), Defendants are entitled to recovery of their  
16 attorneys' fees in the amount of \$316,844.50 and costs in the amount of \$19,129.55 for having to  
17 defend this action, which predominantly involved defending against Plaintiff's Lien claim over  
18 the course of the last several years. This Court warned both sides that attorneys' fees and costs  
19 would be in play depending on the outcome of the trial with respect to the Lien claim, and now  
20 that the Defendants have prevailed, an award of fees and costs is both justified and warranted.

21 **II. STATEMENT OF RELEVANT FACTS**

22 This action was commenced on July 3, 2011 relating to Cam Consulting, Inc.'s ("CAM")  
23 failure to issue payment to Cashman for equipment provided on the construction project referred  
24 to as the New Las Vegas City Hall Project (the "Project") located in Las Vegas, Nevada. After  
25 an Amended Complaint, Second Amended Complaint, and Third Amended Complaint were all  
26 filed, Defendants filed their Motion to Expunge or Reduce Mechanic's Lien (the "Motion to  
27 Expunge") on September 17, 2012, requesting this Court to expunge or reduce the Lien, which  
28

1 Cashman claimed that their Lien was for \$755,893.89.<sup>1</sup> On November 9, 2012, this Court heard  
2 arguments relating to the Motion to Expunge and continued the Motion to Expunge to,  
3 eventually, April 16, 2013.

4 After supplemental briefing was filed, this Court heard oral arguments on April 16, 2013  
5 relating to, among other things, the Motion to Expunge. On or about May 3, 2013, an Order  
6 denying the Motion to Expunge was filed with the Court and Cashman subsequently moved for  
7 attorneys' fees and costs pursuant to NRS §108.2275 on or about May 31, 2013. On September  
8 20, 2013, this Court granted Cashman's motion and awarded Cashman attorneys' fees in the  
9 amount of \$9,513.25 and costs in the amount of \$651.91. This award was based on NRS  
10 §108.2275(6)(c) which specifically states that "[i]f after a hearing on the matter, the court  
11 determines that . . . [t]he notice of lien is not frivolous and was made with reasonable cause or  
12 that the amount of the notice of lien is not excessive, the court shall make an order awarding  
13 costs and reasonable attorney's fees to the lien claimant for defending the motion." At the time  
14 of the aforementioned hearings, Cashman made no mention of the fact that it had been partially  
15 paid for some of the equipment provided, thus making the Lien it was attempting to enforce  
16 excessive on its face.

17 Thereafter, the parties to this action proceeded to trial in January 2014. During the  
18 middle of trial, after the Defendants presented evidence that Cashman had actually been partially  
19 paid for some of the equipment provided that constituted the amount claimed under its Lien,  
20 Cashman recorded its Amended Lien, which Cashman claimed that the Lien was now  
21 \$683,726.89.<sup>2</sup> Cashman knew its Lien was excessive prior to the trial and even prior to the  
22 hearings on the Motion to Expunge and the subsequent Motion for Attorneys' Fees and Costs.  
23 The fact that Cashman recorded and submitted the Amended Lien before the close of trial is an  
24 explicit acknowledgment of that fact.

25 At the end of trial, the Court concluded that, among other things: (1) the Defendants  
26 prevailed on Cashman's causes of action for Claim on Payment Bond against Mojave and

27 <sup>1</sup> Attached to the Appendix as Exhibit 2 is a true and correct copy of the Lien.

28 <sup>2</sup> Attached to the Appendix as Exhibit 3 is a true and correct copy of the Amended Lien.



1 Western (Fourteenth Cause of Action)<sup>3</sup>, Enforcement of Mechanic's Lien Release Bond against  
2 Mojave and Western (Ninth Cause of Action), and Fraudulent Transfer (from the consolidated  
3 case); (2) Cashman prevailed on its causes of action for Foreclosure of Security Interest against  
4 Mojave (Third Cause of Action) and Unjust Enrichment against the Owners as long as Cashman  
5 puts the codes in (Fifteenth Cause of Action); and (3) Cashman was entitled to a little under  
6 \$200,000, which is approximately twenty-five percent of the Lien amount.<sup>4</sup> As such, Cashman's  
7 Lien (and Amended Lien) claim was dismissed and the amount of damages due and owing to  
8 Cashman is approximately twenty-five percent of what it originally claimed.

### 9 **III. LEGAL ARGUMENT**

#### 10 **A. Motion for Relief Pursuant to NRCP 60(b).**

##### 11 **i. Rule 60(b) Standard for NRCP 60(b) Motions.**

12 Nevada Rule of Civil Procedure 60(b) "is a remedial provision that is to be construed  
13 liberally, [and] may operate to relieve the harshness of rigid form by applying the flexibility of  
14 discretion." *La-Tex P'ship v. Deters*, 111 Nev. 471, 475-76, 893 P.2d 361, 365 (1995).  
15 Additionally, a "district court has wide discretion in deciding whether to grant or deny a motion  
16 to set aside a judgment under NRCP 60(b)." *Cook v. Cook*, 112 Nev. 179, 181-82, 912 P.2d 264,  
17 265 (1996); *see also Heard v. Fisher's & Cobb Sales & Distribs., Inc.*, 88 Nev. 566, 568, 502  
18 P.2d 104, 105 (1972).

19 More specifically, NRCP 60(b) "provides for the circumstances under which the trial  
20 court may relieve a party from final judgment." *Child v. George Miller, Inc.*, 74 Nev. 223, 224,  
21 327 P.2d 342, 342 (1958). This rule provides:

22 [o]n motion and upon such terms as are just, the court may relieve a party . . .  
23 from a final judgment, order, or proceeding for the following reasons: . . .  
24 (2) newly discovered evidence . . .  
25 (3) fraud (whether heretofore denominated intrinsic or extrinsic),  
misrepresentation or other misconduct of an adverse party;

26 <sup>3</sup> Any reference to the \_\_\_\_\_ Cause of Action refers to Plaintiff's causes of action in its Fourth Amended Complaint  
filed on January 10, 2013.

27 <sup>4</sup> See Transcript of Proceedings from January 24, 2014 at pgs. 3-13, 23, and 27, attached to the Appendix as Exhibit  
28 4. Defendants have drafted the Findings of Fact and Conclusions of Law relating to the trial but are still awaiting  
Cashman's changes to said findings. This is the reason why the Findings of Fact and Conclusions of Law have not  
been filed yet.

1 (4) the judgment is void; or  
2 (5) the judgment has been satisfied, released, or discharged, or a prior judgment  
3 upon which it is based has been reversed or otherwise vacated . . .  
4 This rule does not limit the power of a court to entertain an independent action to  
relieve a party from a judgment, order, or proceeding, or to set aside a judgment  
for fraud upon the court.

5 Here, as will be discussed below, since the Order Granting Cashman's Fees and Costs  
6 was based solely on the preliminary decision not to reduce or expunge Cashman's Lien,  
7 Defendants are entitled to relief from that Order. Defendants ultimately prevailed on said Lien  
8 claim, and the Plaintiff has acknowledged that, even had the Lien been declared valid, which it  
9 was not, the Lien was always excessive because Plaintiff had been partially paid, as shown by  
10 the Amended Lien. As such, Defendants respectfully request that this Court vacate the Order  
11 Granting Cashman's Fees and Costs.

12 **ii. The Order Granting Cashman's Fees and Costs Must be Vacated.**

13 The Order Granting Cashman's Fees and Costs awarded Cashman attorneys' fees in the  
14 amount of \$9,513.25 and costs in the amount of \$651.91 pursuant to NRS §108.2275(6)(c) which  
15 specifically states "[i]f, after a hearing on the matter, the court determines that . . . [t]he notice of  
16 lien is not frivolous and was made with reasonable cause or that the amount of the notice of lien  
17 is not excessive, the court shall make an order awarding costs and reasonable attorney's fees to  
18 the lien claimant for defending the motion."

19 Here, pursuant to NRCP 60(b), the Order Granting Cashman's Fees and Costs must be  
20 vacated for two main reasons. First and foremost, this order was based upon the Court's  
21 preliminary decision not to dismiss Cashman's Ninth Cause of Action relating to its Lien.  
22 However, at trial, the Court ruled in favor of Mojave and Western on this cause of action. In  
23 other words, this Court ruled that the Lien was not enforceable since Cashman signed an  
24 Unconditional Waiver and Release Upon Final Payment and that this claim must be dismissed.  
25 Thus, since Mojave and Western were the prevailing parties at trial relating to the Lien claim,  
26 Cashman cannot be entitled to the amount articulated in the Order Granting Cashman's Fees and  
27 Costs. Cashman is not entitled to any interim award based upon the Lien, which Mojave and  
28 Western have now prevailed upon.

1 Second, the Lien was excessive and Cashman knew the Lien was excessive at the time of  
2 the hearings on the Motion to Expunge and the Motion for Attorneys' Fees. Originally,  
3 Cashman recorded its Lien in the amount of \$755,893.89. At trial however, Cashman amended  
4 its lien to \$683,726.89, after Defendants presented evidence that Cashman had been partially  
5 paid, a fact that Cashman knew well prior to either the trial or the aforementioned hearings.  
6 Cashman knew that its Lien was excessive, and yet did not disclose this material fact to the Court  
7 at either the Motion to Expunge hearing or the Motion for Attorneys' Fees hearing. Had this  
8 material fact been disclosed to the Court, then Defendants' Motion to Expunge would have had  
9 to have been granted, at least in part, because the original Lien was excessive on its fact. But,  
10 since that fact was not disclosed, the Court made an interim ruling that, in addition to being  
11 overturned by the Court's ultimate findings at trial that the Lien claim had to be dismissed, was  
12 ultimately mooted by the Plaintiff's Amended Lien. Thus, since the Lien was excessive at the  
13 time of the hearing, a new fact that everyone learned at trial, there was no basis to award  
14 Cashman its attorneys' fees and costs pursuant to NRS §108.2275(6)(c). Therefore, the Order  
15 Granting Cashman's Fees and Costs must be vacated in its entirety.

16 **B. Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108 and 18.**

17 **i. Defendants are entitled to an Award of Attorneys' Fees in the Amount**  
18 **of \$316,844.50.**

19 "Attorney fees are . . . available when authorized by rule, statute, or contract." *Henry*  
20 *Prods. Inc. v. Tarmu*, 114 Nev. 1017, 1020, 967 P.2d 444, 446 (1998); *see also* NEV. REV. STAT.  
21 §18.010. Further, the Nevada Supreme Court has articulated four factors district courts should  
22 consider in determining whether attorneys' fees are reasonable including: (1) the qualities of the  
23 advocate (ability, training, experience, professional standing, and skill); (2) the character of the  
24 work to be done (difficulty, intricacy, importance, time and skill required); (3) the work  
25 performed by the lawyer (skill, time, and attention given to the work); and (4) the result (success  
26 and benefits derived). *See Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 829,  
27 192 P.3d 730, 736 (2008) (citations omitted); *see also Bruzell v. Golden Gate Nat'l Bank*, 85  
28

1 Nev. 345, 349-50, 455 P.2d 31, 33 (1969).

2 NRS §108.2275(6) provides that “[i]f, after a hearing on the matter, the court determines  
3 that: (a) The notice of lien is frivolous and was made without reasonable cause, the court shall  
4 make an order releasing the lien and awarding costs and reasonable attorney’s fees to the  
5 applicant for bringing the motion . . . (b) The amount of the notice of lien is excessive, the court  
6 may make an order reducing the notice of lien to an amount deemed appropriate by the court and  
7 awarding costs and reasonable attorney’s fees to the applicant for bringing the motion.” Further,  
8 NRS §108.237(3) states in its entirety “[i]f the lien claim is not upheld, the court may award  
9 costs and reasonable attorney’s fees to the owner or other person defending against the lien claim  
10 if the court finds that the notice of lien was pursued by the lien claimant without a reasonable  
11 basis in law or fact.”  
12

13 Here, pursuant to NRS §18.010, NRS §108.2275(6), and NRS §108.237(3), Defendants  
14 are entitled to an award of their attorneys’ fees in this action in the amount of \$316,844.50. *See*  
15 *Boschee Declaration* and a breakdown of these fees attached to the *Boschee Declaration* as  
16 *Exhibit “1-A”*. Under the *Barney/Brunzell* factors, the time expended by Cotton, Driggs, Walch,  
17 Holley, Woloson & Thompson (the “Cotton Driggs Firm”) in this action was reasonable,  
18 necessary, and actually incurred in prosecution of this action. *See Boschee Declaration*. As this  
19 Court knows, there was extensive motion practice and discovery conducted in this case, probably  
20 more, certainly as to the motion practice, than would be expected in a “typical” civil dispute due  
21 to the complexity of the issues in play.  
22

23 First, the Cotton Driggs Firm is “AV” rated by Martindale-Hubbell, the highest rating  
24 available from that respected service. The Cotton Driggs Firm has also practiced in the Nevada  
25 courts for years and is highly experienced in commercial litigations and lien cases such as this  
26 case.  
27

28 . . .

1           Second, this action revolved around a lien and bond disputes, involving agreements, the  
2   Lien, the Amended Lien, payment bonds, UCC foreclosure interests, and a fraudulent transfer  
3   claim. The issues that the litigants advocated in this case were somewhat unique and required  
4   extensive briefing and discovery. To successfully advocate for the Defendants, including  
5   prevailing at trial on the payment bond claim, the Lien (and Amended Lien) claim, and the  
6   fraudulent transfer claim, the Cotton Driggs Firm had to spend the necessary time to ensure that  
7   the Defendants would not be liable for the entire Lien amount (which was \$755,893.89) and  
8   instead, reduced this amount to under \$200,000.00.

9           Additionally, the hourly rates of the Cotton Driggs Firm's attorneys were reasonable and  
10   customary, and conformed to the usual practices and standards of the Las Vegas area.  
11   Furthermore, when necessary, the Cotton Driggs Firm utilized the services of lower-billed  
12   attorneys where appropriate.

13           Third, as evident in the Boschee Declaration, to successfully advocate for the Defendants  
14   in this action, the Cotton Driggs Firm had to, without limitation: (1) correspond by email and  
15   telephone with counsel and multiple clients regarding the facts and filings including Mojave,  
16   Whiting Turner, Fidelity, Travelers, Western, and multiple Forest City Entities; (2) investigate  
17   multiple bonds related to the project at issue and researching of bond obligations; (3) draft  
18   multiple answers, counterclaims, and crossclaims; (4) draft and edit numerous pleadings in this  
19   matter, including, but not limited to, oppositions to motions to amend, summary judgment  
20   motions (motions and replies thereto), motion for preliminary injunction, motions relating to  
21   consolidation of matter, motion to serve by publication, pleadings relating to the codes at issue,  
22   motion to expunge or reduce the lien at issue, motions and oppositions relating to the bonds at  
23   issue, and an opposition to fees' motion; (5) attend various court proceedings in this action; (6)  
24   review and engage in lengthy discovery disclosures including, but not limited to, bank records,  
25   project documents and communications, and billings for outside projects; (7) prepare for and  
26   attend depositions; (8) prepare and respond to various written discovery requests; (9) correspond  
27   by email and telephone with clients regarding various case matters, state of the case, and the  
28   amount of damages due and owing in this action; (10) review numerous documents that were

1 relevant for this action (including all of the documents disclosed in discovery); (11) prepare for  
2 and attend trial in this action; and (12) draft post-trial motions. All of these actions were  
3 reasonable, necessary, and actually incurred in defending this action, which as noted, involved  
4 very complex issues of law.

5 Fourth, the Cotton Driggs Firm successfully defended this action for Defendants at trial  
6 in that the Defendants prevailed on Cashman's causes of action for Claim on Payment Bond  
7 against Mojave and Western (Fourteenth Cause of Action), Enforcement of Mechanic's Lien  
8 Release Bond against Mojave and Western (Ninth Cause of Action), and Fraudulent Transfer  
9 (from the consolidate case). Further, the total judgment amount awarded by this Court was  
10 under \$200,000, approximately a quarter of the total amount of damages that Cashman was  
11 claiming. Therefore, the Cotton Driggs Firm has obtained a favorable and successful result for  
12 the Defendants and Defendants were the prevailing party at trial.

13 Additionally, the only two causes of action that Cashman prevailed at trial were for  
14 Foreclosure of Security Interest against Mojave (Third Cause of Action) and Unjust Enrichment  
15 against the Owners as long Cashman actually puts the codes in (Fifteen Cause of Action).  
16 Neither of these claims provides any basis for recovery of attorneys' fees. There is no statute in  
17 NRS Chapter 104 that provides for an award of fees and costs to a prevailing party on a UCC  
18 claim. Typically, those fees and costs are awarded under a security agreement, but in this case,  
19 there is no such agreement between Cashman and the moving Defendants. Further, there is no  
20 basis for an award of fees for the claim of unjust enrichment, and Cashman really only recovers  
21 under that claim if/when it provides the codes for city hall.

22 Presumably, Plaintiff will argue that it is the "prevailing party" under NRS §18.010  
23 because the Court awarded it some damages, but it is important to note that the Plaintiff was  
24 seeking well over \$750,000 in damages on a lien claim that it knew was excessive. That claim  
25 was not only acknowledged as being excessive by the Plaintiff at trial, but it was ultimately  
26 dismissed outright by the Court at the conclusion of trial. As to the nominal damages awarded to  
27 Cashman, they amounted to approximately a quarter of what Cashman was seeking in the  
28 litigation, and the unjust enrichment damages are specifically tied to performance with respect to

1 the codes, performance which has not occurred. Defendants were forced to spend three years  
2 defending against claims that were almost all dismissed and damages that were ultimately cut to  
3 a fraction of what the Plaintiff sought. Thus, there is no conceivable argument that can be  
4 advanced that the Plaintiff, and not the Defendants, prevailed in this case.

5 For the foregoing reasons, Defendants respectfully submit that the services provided by  
6 the Cotton Driggs Firm were reasonable, necessary, and actually incurred in prosecution of this  
7 action. As such, the amount of attorney's fees sought herein is reasonable under the  
8 *Barney/Brunzell* factors. Accordingly, pursuant to NRS §18.010, NRS §108.2275(6), NRS  
9 §108.237(3), and Nevada case law, Defendants respectfully requests and award of attorney's fees  
10 in the amount of \$316,844.50.

11 **ii. Defendants are entitled to an Award of Costs in the Amount of**  
12 **\$19,129.55.**

13 As noted above, NRS §108.2275(6) provides that "[i]f, after a hearing on the matter, the  
14 court determines that: (a) The notice of lien is frivolous and was made without reasonable cause,  
15 the court shall make an order releasing the lien and awarding costs and reasonable attorney's fees  
16 to the applicant for bringing the motion . . . (b) The amount of the notice of lien is excessive, the  
17 court may make an order reducing the notice of lien to an amount deemed appropriate by the  
18 court and awarding costs and reasonable attorney's fees to the applicant for bringing the  
19 motion." Further, NRS §108.237(3) states in its entirety "[i]f the lien claim is not upheld, the  
20 court may award costs and reasonable attorney's fees to the owner or other person defending  
21 against the lien claim if the court finds that the notice of lien was pursued by the lien claimant  
22 without a reasonable basis in law or fact." Finally, NRS §18.020 entitle the Defendants to their  
23 costs in this action because: a) they prevailed, and b) the amount sought by the Cashman was  
24 more than \$2,500.  
25

26 Here, Defendants are entitled to costs because the Lien was excessive and Defendants  
27 prevailed at trial on the Lien claim (i.e. the Lien claim was dismissed). Thus, pursuant to NRS  
28

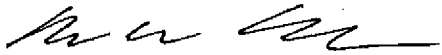
1 §108.2275(6), §108.237(3), and §18.020, Defendants are entitled to an award of their costs in  
2 this action in the amount of \$19,129.55. See Memorandum of Costs, attached to the Boschee  
3 Declaration as Exhibit "1-B"; see also Transactions Listed with Billed Amounts for Costs,  
4 attached to the Boschee Declaration as Exhibit "1-C". Accordingly, Defendants request an  
5 award of their costs in the total amount of \$19,129.55.  
6

7 **IV. CONCLUSION**

8 Accordingly, and based upon the foregoing, Defendants respectfully request that this  
9 Court vacate the Order Granting Cashman's Fees and Costs and also award Defendants  
10 attorneys' fees in the amount of \$316,844.50 and costs in the amount of \$19,129.55 pursuant to  
11 NRS Chapters 108 and 18 for having to defend Cashman's Lien claim.

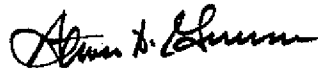
12 Dated this 20 day of March, 2014.

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

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CLERK OF THE COURT

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Travelers Casualty and Surety Company of America, QH Las Vegas, LLC, PQ Las Vegas, LLC,  
LWTIC Successor LLC, and FC/LW Vegas Counterclaimant and Crossclaimant

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a  
Nevada corporation,

Plaintiff,

v.

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

Defendants.

AND RELATED MATTERS.

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

**APPENDIX OF EXHIBITS TO MOTION  
FOR RELIEF PURSUANT TO NRCP 60(b)  
AND MOTION FOR ATTORNEYS' FEES  
AND COSTS PURSUANT TO NRS  
CHAPTER 108**

*[Filed concurrently with Defendants' Motion  
for Relief pursuant to NRCP 60(b) and Motion  
for Attorneys' Fees and Costs pursuant to NRS  
Chapter 108]*

**TABLE OF CONTENTS**

EXHIBIT	DOCUMENT
1	Declaration of Brian W. Boschee in support of the Motion for Relief pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs pursuant to NRS Chapter 108 (Pages 00001-00004)
A	Transactions Listed with Billed Amounts for Attorneys' Fees (Pages 00005-00109)
B	Memorandum of Costs (Pages 00110-00112)
C	Transactions Listed with Billed Amounts for Costs (Pages 00113-00202)
2	Notice of Lien (Pages 00203-00204)
3	Amended Notice of Lien (Pages 00205-00206)
4	Transcript of Proceedings for January 24, 2014 (Pages 00207-00238)

# EXHIBIT 1

# EXHIBIT 1

1 **DECL**

2 **BRIAN W. BOSCHÉE, ESQ.**

3 Nevada Bar No. 7612

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

5 **WILLIAM N. MILLER, ESQ.**

6 Nevada Bar No. 11658

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

8 **COTTON, DRIGGS, WALCH,**

9 **HOLLEY, WOLOSON & THOMPSON**

10 400 South Fourth Street, Third Floor

11 Las Vegas, Nevada 89101

12 Telephone: 702/791-0308

13 Facsimile: 702/791-1912

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

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 **CASHMAN EQUIPMENT COMPANY, a**  
21 Nevada corporation,

22 Plaintiff,

23 v.

24 **CAM CONSULTING, INC., a Nevada**  
25 corporation; **ANGELO 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;**  
**DOES 1-10, inclusive; and ROE**  
**CORPORATIONS 1-10 inclusive;**

Defendants.

**AND RELATED MATTERS.**

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

**DECLARATION OF BRIAN W.**  
**BOSCHÉE, ESQ. IN SUPPORT OF**  
**MOTION FOR RELIEF PURSUANT TO**  
**NRCP 60(b) AND MOTION FOR**  
**ATTORNEYS' FEES AND COSTS**  
**PURSUANT TO NRS CHAPTER 108**

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

1. I am one of the attorneys for Defendants West Edna, Ltd., dba Mojave Electric,  
Western Surety Company, The Whiting Turner Contracting Company and Fidelity and Deposit

1 Company of Maryland, Travelers Casualty and Surety Company of America, QH Las Vegas,  
2 LLC, PQ Las Vegas, LLC, LWTIC Successor LLC, and FC/LW Vegas Counterclaimant and  
3 Crossclaimant ("Defendants") in the above-captioned lawsuit. I am over the age of eighteen (18)  
4 years and competent to testify to the matters set forth herein. I am submitting this Declaration in  
5 Support of Defendants' Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys'  
6 Fees and Costs Pursuant to NRS Chapter 108 (the "Motion"). I am making this Declaration  
7 based on my personal knowledge of the facts and matters of this action.

8 2. The Transactions Listed with Billed Amounts for Attorneys' Fees, attached to this  
9 Declaration as **Exhibit 1-A**, the Memorandum of Costs and Disbursements, attached to this  
10 Declaration as **Exhibit 1-B**, and the Transactions Listed with Billed Amounts for Costs, attached  
11 to this Declaration as **Exhibit 1-C**, are all true and correct to the best of my knowledge.

12 3. I have reviewed and verified the amount of attorneys' fees and costs incurred in  
13 this matter. This firm has incurred a total of \$316,844.50 in attorneys' fees and \$19,129.55 in  
14 costs relating to this action. All of these attorneys' fees and costs are reasonable and have been  
15 actually and necessarily expended in defending this action by Defendants. This amount includes,  
16 but is not limited to, the following:

- 17 A. Correspondence by email and telephone with counsel and multiple clients  
18 regarding the facts and filings including Mojave, The Whiting Turner  
19 Contracting Company, Fidelity and Deposit Company of Maryland,  
20 Travelers Casualty and Surety Company, Western/CAN Surety, and  
21 multiple Forest City Entities;
- 22 B. Investigating multiple bonds related to the project at issue and researching  
23 of bond obligations;
- 24 C. Drafting multiple answers, counterclaims, and crossclaims;
- 25 D. Drafting and editing numerous pleadings in this matter, including, but not  
26 limited to, oppositions to motions to amend, summary judgment motions  
27 (motions and replies thereto), motion for preliminary injunction, motions  
28 relating to consolidation of matter, motion to serve by publication,

- 1 pleadings relating to the codes at issue, motion to expunge or reduce the  
2 lien at issue, motions and oppositions relating to the bonds at issue, and an  
3 opposition to fees' motion;
- 4 E. Attending various court proceedings in this action;
- 5 F. Reviewing and engaging in lengthy discovery disclosures including, but  
6 not limited to, bank records, project documents and communications, and  
7 billings for outside projects;
- 8 G. Preparing for and attending depositions;
- 9 H. Preparing and responding to various written discovery requests;
- 10 I. Corresponding by email and telephone with clients regarding various case  
11 matters, state of the case, and the amount of damages due and owing in  
12 this action;
- 13 J. Reviewing numerous documents that were relevant for this action  
14 (including all of the documents disclosed in discovery);
- 15 K. Preparing for and attending trial in this action; and
- 16 L. Drafting post-trial motions.
- 17 4. Pursuant to the factors articulated in *Barney v. Mt. Rose Heating & Air*  
18 *Conditioning*, 124 Nev. 821, 829, 192 P.3d 730, 736 (2008) and *Bruznell v. Golden Gate Nat'l*  
19 *Bank*, 85 Nev. 345, 349-50, 455 P.2d 31, 33 (1969), the time expended by Cotton, Driggs,  
20 Walch, Holley, Woloson & Thompson on these aforementioned items in paragraph #3 above  
21 were reasonable, necessary, and actually incurred in prosecution of this action.
- 22 ...
- 23 ...
- 24 ...
- 25 ...
- 26 ...
- 27 ...
- 28 ...

1       5.     For the reasons stated above, and based on the information set forth in the  
2 accompanying documents, Defendants respectfully request that this Court grant the Motion in its  
3 entirety and award Defendants attorneys' fees in the amount of \$316,844.50 and costs in the  
4 amount of \$19,129.55.

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

6       DATED this 22 day of March, 2014.

7  
8   
9 BRIAN W. BOSCH, ESQ

# **EXHIBIT 1-A**

# **EXHIBIT 1-A**



# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

		MatterID/Client Sort			Units	Price	Value
		Matter Description			Price	Price	Ext Amount
Date	Prof	Narrative	Component Task Code	Stm Units	Stm Price		
<b>Professional: Sarah T. Bassett</b>							
10/8/2012	STB	15775-72 / Mojave Electric Co.	T	2.60	225.00		585.00
		Mojave Electric Co. v. Cashman Equipment		2.60	225.00		585.00
		Reviewed Motion for Summary Judgment of Surety					
		Payment and License Bond Claims and					
		Counter-motion for Summary Judgment and					
		Opposition to the motion					
10/10/2012	STB	15775-72 / Mojave Electric Co.	T	0.40	225.00		90.00
		Mojave Electric Co. v. Cashman Equipment		0.40	225.00		90.00
		Research regarding [REDACTED]					
10/11/2012	STB	15775-72 / Mojave Electric Co.	T	4.30	225.00		967.50
		Mojave Electric Co. v. Cashman Equipment		4.30	225.00		967.50
		Research regarding [REDACTED]					
10/15/2012	STB	15775-72 / Mojave Electric Co.	T	5.60	225.00		1,260.00
		Mojave Electric Co. v. Cashman Equipment		5.60	225.00		1,260.00
		Research on [REDACTED] to mitigate by					
		[REDACTED] from the [REDACTED]					
		research on [REDACTED] [REDACTED]					
		[REDACTED] research regarding [REDACTED]					
		[REDACTED]					
10/16/2012	STB	15775-72 / Mojave Electric Co.	T	5.30	225.00		1,192.50
		Mojave Electric Co. v. Cashman Equipment		5.30	225.00		1,192.50
		Research on [REDACTED] [REDACTED] ty					
		[REDACTED] drafted section on					
		legal argument regarding 90 day notice (2.2); drafted					
		section on legal argument regarding compliance with					
		30 day notice					
10/18/2012	STB	15775-72 / Mojave Electric Co.	T	0.50	225.00		112.50
		Mojave Electric Co. v. Cashman Equipment		0.50	225.00		112.50
		Discussed cases used in reply and organization of					
		reply with Mr. Miller					
11/14/2012	STB	15775-72 / Mojave Electric Co.	T	4.80	225.00		1,080.00
		Mojave Electric Co. v. Cashman Equipment		3.80	225.00		855.00
		Discussed Opposition to Motion to Amend					
		Complaint with Ms. Briscoe (.3); Research for					
		Opposition (3.5)					

# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

		MatterID/Client Sort			Component	Units	Price	Value
Date	Prof	Matter Description	Task Code	Stm	Units	Stm	Price	Ext Amount
11/15/2012	STB	15775-72 / Mojave Electric Co.	T		4.80		225.00	1,080.00
		Mojave Electric Co. v. Cashman Equipment			3.80		225.00	855.00
		Research on Opposition to Motion to Amend Complaint						
11/16/2012	STB	15775-72 / Mojave Electric Co.	T		4.40		225.00	990.00
		Mojave Electric Co. v. Cashman Equipment			3.40		225.00	765.00
		Draft Opposition to Motion to Amend Complaint						
Professional: Sarah T. Bassett					Worked:	32.70		7,357.50
					Billed:	29.70		6,682.50
Professional: Brian W. Boschee								
8/4/2011	BWB	15775-72 / Mojave Electric Co.	T		1.50		350.00	525.00
		Mojave Electric Co. v. Cashman Equipment			1.50		350.00	525.00
		Review complaint and security filings regarding new case; Correspondence with client regarding [REDACTED]						
8/9/2011	BWB	15775-72 / Mojave Electric Co.	T		0.20		350.00	70.00
		Mojave Electric Co. v. Cashman Equipment			0.20		350.00	70.00
		Correspondence with client regarding [REDACTED] to [REDACTED]						
8/10/2011	BWB	15775-72 / Mojave Electric Co.	T		0.70		350.00	245.00
		Mojave Electric Co. v. Cashman Equipment			0.70		350.00	245.00
		Correspondence with Mr. Bugni regarding [REDACTED] e [REDACTED]; Review documents [REDACTED]						
8/11/2011	BWB	15775-72 / Mojave Electric Co.	T		1.50		350.00	525.00
		Mojave Electric Co. v. Cashman Equipment			1.50		350.00	525.00
		Telephone conference with client regarding [REDACTED] response to complaint; Review contract with Whitney Turner [REDACTED]						
8/15/2011	BWB	15775-72 / Mojave Electric Co.	T		0.50		350.00	175.00
		Mojave Electric Co. v. Cashman Equipment			0.50		350.00	175.00
		Review contract with Whitney Turner; Correspondence with client regarding [REDACTED] p [REDACTED]						

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

		MatterID/Client Sort			Component	Units	Price	Value
Date	Prof	Matter Description	Task Code	Stm	Units	Stm	Price	Ext Amount
8/16/2011	BWB	15775-72 / Mojave Electric Co.	T		0.50		350.00	175.00
		Mojave Electric Co. v. Cashman Equipment			0.50		350.00	175.00
		Correspondence with client regarding [REDACTED]						
		[REDACTED]; Telephone conference with Attorney Robinson regarding same						
8/16/2011	BWB	15775-72 / Mojave Electric Co.	T		0.40		350.00	140.00
		Mojave Electric Co. v. Cashman Equipment			0.40		350.00	140.00
		Telephone conference with Attorney Robinson regarding response to complaint; Draft letter to Attorney Robinson regarding same						
8/19/2011	BWB	15775-72 / Mojave Electric Co.	T		0.60		350.00	210.00
		Mojave Electric Co. v. Cashman Equipment			0.60		350.00	210.00
		Telephone conference with Attorney Touton regarding [REDACTED]						
		[REDACTED]; Correspondence with Attorney Touton regarding [REDACTED]						
8/23/2011	BWB	15775-72 / Mojave Electric Co.	T		1.20		350.00	420.00
		Mojave Electric Co. v. Cashman Equipment			1.20		350.00	420.00
		Telephone conference with Mr. Bugni regarding [REDACTED]; Review correspondence from client regarding [REDACTED]; Correspondence with Attorney Robinson regarding correct Mojave entity						
8/24/2011	BWB	15775-72 / Mojave Electric Co.	T		0.50		350.00	175.00
		Mojave Electric Co. v. Cashman Equipment			0.50		350.00	175.00
		Telephone conference with Attorney Touton regarding [REDACTED]; Correspondence with Attorney Robinson regarding same; Review document [REDACTED]						
8/26/2011	BWB	15775-72 / Mojave Electric Co.	T		0.30		350.00	105.00
		Mojave Electric Co. v. Cashman Equipment			0.30		350.00	105.00
		Telephone conference with Attorney Touton regarding [REDACTED]						
8/29/2011	BWB	15775-72 / Mojave Electric Co.	T		0.90		350.00	315.00
		Mojave Electric Co. v. Cashman Equipment			0.90		350.00	315.00
		Telephone conference with Attorney Touton regarding [REDACTED]; Review indemnity agreement; Correspondence with Attorney Touton regarding [REDACTED]						

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value Ext Amount
				Stm	Units	Stm	Price	
8/30/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review revised indemnity agreement; Correspondence with Attorney Touton [REDACTED]	T		0.40		350.00	140.00
					0.40		350.00	140.00
8/31/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Robinson regarding amending complaint	T		0.20		350.00	70.00
					0.20		350.00	70.00
9/1/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review stipulation to amend complaint; Telephone conference with Attorney Touton [REDACTED]	T		0.60		350.00	210.00
					0.60		350.00	210.00
9/2/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and execute stipulation to amend complaint; Correspondence with client regarding [REDACTED]	T		0.40		350.00	140.00
					0.40		350.00	140.00
9/6/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Touton [REDACTED]	T		0.20		350.00	70.00
					0.20		350.00	70.00
9/8/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review bond regarding Cashman project; Correspondence with client regarding [REDACTED] [REDACTED]; Correspondence with Attorney Touton [REDACTED]	T		0.50		350.00	175.00
					0.50		350.00	175.00
9/9/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Meeting with client regarding [REDACTED] [REDACTED]; Correspondence with Attorney Robinson regarding bond and amended complaint	T		1.00		350.00	350.00
					0.60		350.00	210.00

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

		MatterID/Client Sort			Component	Units	Price	Value
Date	Prof	Matter Description Narrative	Task Code	Stm Units	Stm Price	Ext Amount		
9/12/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Robinson regarding amended complaint; Correspondence with client [REDACTED]	T	0.50 0.50	350.00 350.00	175.00 175.00		
9/13/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise demand letter to Cashman regarding restarting generators; Correspondence with client [REDACTED]	T	0.50 0.50	350.00 350.00	175.00 175.00		
9/15/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review bond documents; Correspondence with Attorney Robinson regarding amending complaint; Review and execute stipulation to amend complaint	T	0.80 0.50	350.00 350.00	280.00 175.00		
9/19/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]; Telephone conference with client [REDACTED]	T	0.40 0.40	350.00 350.00	140.00 140.00		
9/20/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review letter from Attorney Robinson regarding generators; Telephone conference with client [REDACTED]	T	0.80 0.50	350.00 350.00	280.00 175.00		
9/22/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]	T	0.20 0.20	350.00 350.00	70.00 70.00		
10/3/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Touton regarding [REDACTED] agreement; Review stipulation to amend complaint	T	0.40 0.40	350.00 350.00	140.00 140.00		
10/5/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED]	T	0.20 0.20	350.00 350.00	70.00 70.00		

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value Ext Amount
				Stm	Units	Stm	Price	
10/6/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Touton regarding [REDACTED]; Review letter from [REDACTED]	T		0.40		350.00	140.00
					0.40		350.00	140.00
10/7/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]; Correspondence with Attorney Robinson regarding same	T		0.50		350.00	175.00
					0.50		350.00	175.00
10/11/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Touton regarding [REDACTED]	T		0.40		350.00	140.00
					0.40		350.00	140.00
10/12/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Touton regarding [REDACTED]; Telephone conference with Mr. McKilian from Western [REDACTED]	T		0.50		350.00	175.00
					0.50		350.00	175.00
10/14/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Touton regarding [REDACTED]	T		0.20		350.00	70.00
					0.20		350.00	70.00
10/17/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Western regarding [REDACTED]; Telephone conference with Attorney Touton [REDACTED]	T		0.50		350.00	175.00
					0.50		350.00	175.00
10/24/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Teleconference with Mr. McKibbin from Western regarding [REDACTED]; conference with Attorney Touton regarding [REDACTED]	T		0.40		350.00	140.00
					0.40		350.00	140.00

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

		MatterID/Client Sort			Units	Price	Value
Date	Prof	Matter Description Narrative	Component Task Code	Stm Units	Stm Price	Ext Amount	
10/25/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Teleconference with client regarding [REDACTED] [REDACTED]n; teleconference with Mr. McKibbin regarding [REDACTED]; conference with Attorney Touton re [REDACTED]; review and revise answer, counterclaim and crossclaims	T	2.50 2.50	350.00 350.00	875.00 875.00	
10/26/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Revise and file answer, counterclaim and crossclaim; conference with client [REDACTED]; conference with Attorney Touton [REDACTED]	T	0.70 0.70	350.00 350.00	245.00 245.00	
10/27/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Plaintiff's three day notice to plead on defendants Angelo Carvalho and Janel Rennie-Carvalho	T	0.20 0.20	350.00 350.00	70.00 70.00	
10/31/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of subpoena duces tecum of Edward Jones	T	0.20 0.20	350.00 350.00	70.00 70.00	
11/3/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Teleconference with Attorney Touton regarding [REDACTED]n; teleconference with Mr. McKibbin regarding [REDACTED]; teleconference with Attorney Robinson regarding mediation	T	0.80 0.80	350.00 350.00	280.00 280.00	
11/4/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Teleconference with Mr. McKibbin from Western regarding [REDACTED]	T	0.20 0.20	350.00 350.00	70.00 70.00	
11/8/2011	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Conference with Attorney Robinson regarding response to complaint and Cashman's subpoena to Edward Jones; teleconference with Mr. McKibbin from Western regarding [REDACTED]	T	0.60 0.60	350.00 350.00	210.00 210.00	

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
11/10/2011	BWB	15775-72 / Mojave Electric Co.	T		0.20		350.00	70.00
		Mojave Electric Co. v. Cashman Equipment			0.20		350.00	70.00
		Draft and file Errata to Amended Answer to Second Complaint, Counterclaim against Cashman Equipment Company and Crossclaim against CAM Consulting, Inc. and Angelo Carvalo						
11/21/2011	BWB	15775-72 / Mojave Electric Co.	T		0.80		350.00	280.00
		Mojave Electric Co. v. Cashman Equipment			0.80		350.00	280.00
		Receipt and review of plaintiff's opposition to motion to dismiss defendant Janel Rennie aka Carvalho						
12/14/2011	BWB	15775-72 / Mojave Electric Co.	T		0.30		350.00	105.00
		Mojave Electric Co. v. Cashman Equipment			0.30		350.00	105.00
		Receipt and review of defendant Janel Rennie's answer to plaintiff's complaint						
12/27/2011	BWB	15775-72 / Mojave Electric Co.	T		0.40		350.00	140.00
		Mojave Electric Co. v. Cashman Equipment			0.40		350.00	140.00
		Receipt and review of commissioner's decision on request for exemption						
1/3/2012	BWB	15775-72 / Mojave Electric Co.	T		0.20		350.00	70.00
		Mojave Electric Co. v. Cashman Equipment			0.20		350.00	70.00
		Letter to Nevada Secretary of State requesting service upon CAM Consulting, Inc.						
1/31/2012	BWB	15775-72 / Mojave Electric Co.	T		0.40		350.00	140.00
		Mojave Electric Co. v. Cashman Equipment			0.40		350.00	140.00
		Review and revise answer to complaint in consolidated case						
2/15/2012	BWB	15775-72 / Mojave Electric Co.	T		0.20		350.00	70.00
		Mojave Electric Co. v. Cashman Equipment			0.20		350.00	70.00
		Receipt and review of Defendant Janel Rennie's Answer to Plaintiff's Complaint						
2/23/2012	BWB	15775-72 / Mojave Electric Co.	T		1.00		350.00	350.00
		Mojave Electric Co. v. Cashman Equipment			1.00		350.00	350.00
		Review and revise motion for summary judgment and declaration of client						



## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

		MatterID/Client Sort			Component	Units	Price	Value
Date	Prof	Matter Description	Task Code	Stm Units	Stm Price	Ext Amount		
2/24/2012	BWB	15775-72 / Mojave Electric Co.	T	0.60	350.00	210.00		
		Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Robinson regarding status of defendant Cavalho; Review opposition to motion to dismiss		0.60	350.00	210.00		
2/28/2012	BWB	15775-72 / Mojave Electric Co.	T	0.30	350.00	105.00		
		Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]		0.30	350.00	105.00		
3/12/2012	BWB	15775-72 / Mojave Electric Co.	T	0.30	375.00	112.50		
		Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]		0.30	375.00	112.50		
3/20/2012	BWB	15775-72 / Mojave Electric Co.	T	0.70	375.00	262.50		
		Mojave Electric Co. v. Cashman Equipment Review discovery requests; Correspondence with Attorney Maskas regarding hearing on motion for summary judgment		0.70	375.00	262.50		
3/23/2012	BWB	15775-72 / Mojave Electric Co.	T	0.20	375.00	75.00		
		Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Maskas regarding motion for summary judgment hearing		0.20	375.00	75.00		
3/26/2012	BWB	15775-72 / Mojave Electric Co.	T	0.70	375.00	262.50		
		Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Maskas regarding motion for summary judgment; Correspondence with Attorney Maskas regarding same and discovery; Review and sign stipulation to extend deadlines		0.70	375.00	262.50		
3/30/2012	BWB	15775-72 / Mojave Electric Co.	T	0.30	375.00	112.50		
		Mojave Electric Co. v. Cashman Equipment Review and execute stipulation to continue hearing and deadlines regarding Mojave's motion for summary judgment		0.30	375.00	112.50		
4/3/2012	BWB	15775-72 / Mojave Electric Co.	T	0.50	375.00	187.50		
		Mojave Electric Co. v. Cashman Equipment Telephone conference with client regarding [REDACTED]		0.50	375.00	187.50		

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		Responses; Telephone conference with Attorney Maskas regarding same				
4/11/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review documents from Whiting Turner and review documents from client in preparation for responses to discovery and supplemental disclosures	T	1.00 1.00	375.00 375.00	375.00 375.00
4/12/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review client documents in preparation of discovery responses; Review order resetting hearings on motion for summary judgment and motion to amend	T	1.10 1.10	375.00 375.00	412.50 412.50
4/16/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference Mr. Bugni regarding [REDACTED] [REDACTED] Review notice of default of CAM Consulting (.2); Draft and revise discovery responses to Cashman (2.9)	T	3.50 3.50	375.00 375.00	1,312.50 1,312.50
4/17/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Maskas regarding discovery; Draft and revise discovery responses	T	1.20 1.20	375.00 375.00	450.00 450.00
4/18/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft and revise discovery responses; Telephone conference with Attorney Maskas regarding motion for summary judgment hearing; Telephone conference with Paul Schmidt from Whiting-Turner regarding s [REDACTED]	T	2.50 2.50	375.00 375.00	937.50 937.50
4/19/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft and revise discovery responses; Correspondence with client [REDACTED]	T	2.50 2.50	375.00 375.00	937.50 937.50
4/20/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Revise and submit discovery responses; Telephone	T	0.50 0.50	375.00 375.00	187.50 187.50

## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		conference with Mr. Bugni [REDACTED]				
4/23/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review opposition to motion for summary judgment	T	0.50 0.50	375.00 375.00	187.50 187.50
4/24/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research [REDACTED] for [REDACTED] judgment; Telephone conference with Attorney Robinson regarding discovery	T	1.50 1.50	375.00 375.00	562.50 562.50
4/25/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review research [REDACTED]; Continue draft reply to opposition to motion for summary judgment	T	1.00 1.00	375.00 375.00	375.00 375.00
4/26/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft reply to opposition to motion for summary judgment	T	1.00 1.00	375.00 375.00	375.00 375.00
4/27/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research [REDACTED] on [REDACTED] judgment; Continue draft reply to opposition to motion for summary judgment	T	1.00 1.00	375.00 375.00	375.00 375.00
4/28/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research [REDACTED]	T	0.50 0.50	375.00 375.00	187.50 187.50
4/30/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Mr. Bugni regarding [REDACTED]; Continue draft and revise reply to opposition to motion for summary judgment (4.2)	T	4.50 4.50	375.00 375.00	1,687.50 1,687.50
5/1/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft and revise reply to opposition to motion for summary judgment	T	3.00 3.00	375.00 375.00	1,125.00 1,125.00

## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
5/2/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft and file reply to opposition to motion for summary judgment	T	3.00 3.00	375.00 375.00	1,125.00 1,125.00
5/4/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED] Correspondence with Attorney Robinson regarding discovery	T	0.30 0.30	375.00 375.00	112.50 112.50
5/7/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend hearing on motion for summary judgment; Telephone conference with clients [REDACTED]	T	1.50 1.50	375.00 375.00	562.50 562.50
5/10/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise order regarding motion for summary judgment; Correspondence with client [REDACTED]	T	0.50 0.50	375.00 375.00	187.50 187.50
6/4/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with possible motion for preliminary injunction; Review stipulation and order regarding discovery	T	0.50 0.50	375.00 375.00	187.50 187.50
6/5/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Meeting with Attorney Touton regarding [REDACTED] [REDACTED] Telephone conference with Mr. Bugni [REDACTED]	T	1.10 1.10	375.00 375.00	412.50 412.50
6/7/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review correspondence and documents for subpoena to Caterpillar, Inc. for codes	T	0.40 0.40	375.00 375.00	150.00 150.00
6/13/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review third amended complaint; Telephone	T	0.60 0.60	375.00 375.00	225.00 225.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		conference with Attorney Touton regarding [REDACTED] in [REDACTED]				
6/14/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] for [REDACTED]; Telephone conference with with client regarding [REDACTED]	T	1.10 1.10	375.00 375.00	412.50 412.50
6/18/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's 5th supplemental disclosures; Review information from client [REDACTED] [REDACTED], Inc.; Draft and revise subpoena; Correspondence with client [REDACTED]	T	1.80 1.80	375.00 375.00	675.00 675.00
6/20/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review status of service of subpoena duces tecum to Caterpillar, Inc.; [REDACTED] [REDACTED]	T	0.50 0.50	375.00 375.00	187.50 187.50
7/2/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of defendant Janel Rennie's answer to plaintiff's third amended complaint	T	0.20 0.20	375.00 375.00	75.00 75.00
7/5/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research [REDACTED] [REDACTED]	T	0.70 0.70	375.00 375.00	262.50 262.50
7/6/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise declaration in support of motion for injunction or writ of possession	T	0.50 0.50	375.00 375.00	187.50 187.50
7/9/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise motion for injunction and supporting documents	T	1.60 1.60	375.00 375.00	600.00 600.00

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		MatterID/Client Sort			Component	Units	Price	Value
Date	Prof	Matter Description	Task Code	Stm	Units	Stm Price	Ext Amount	
7/10/2012	BWB	15775-72 / Mojave Electric Co.	T		1.00	375.00	375.00	
		Mojave Electric Co. v. Cashman Equipment Review subpoena to Nevada Energy; Telephone conference with client regarding [REDACTED] Review and revise motion for injunction			1.00	375.00	375.00	
7/11/2012	BWB	15775-72 / Mojave Electric Co.	T		1.00	375.00	375.00	
		Mojave Electric Co. v. Cashman Equipment Review and revise draft protective order; Correspondence regarding moving depositions; Review and revise amended motion for preliminary injunction			1.00	375.00	375.00	
7/12/2012	BWB	15775-72 / Mojave Electric Co.	T		0.40	375.00	150.00	
		Mojave Electric Co. v. Cashman Equipment Receipt and review of plaintiff's notice of entry of order granting ex parte motion to serve defendant Carvalho by publication and enlarge time for service; Receipt and review of plaintiffs' notice of hearing on applications for default judgment as to CAM Consultant and Angelo Carvalho			0.40	375.00	150.00	
7/13/2012	BWB	15775-72 / Mojave Electric Co.	T		0.40	375.00	150.00	
		Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]; Review notice of default hearing of defendants CAM Consulting and Angelo Carvalho noticed by Plaintiff			0.40	375.00	150.00	
7/16/2012	BWB	15775-72 / Mojave Electric Co.	T		0.30	375.00	112.50	
		Mojave Electric Co. v. Cashman Equipment Receipt and review of plaintiff's sixth supplemental disclosures			0.30	375.00	112.50	
7/17/2012	BWB	15775-72 / Mojave Electric Co.	T		0.50	375.00	187.50	
		Mojave Electric Co. v. Cashman Equipment Review documents received from Wells Fargo and photographs taken of equipment			0.50	375.00	187.50	
7/19/2012	BWB	15775-72 / Mojave Electric Co.	T		0.30	375.00	112.50	
		Mojave Electric Co. v. Cashman Equipment Review filed application for preliminary injunction and hearing date on order shortening time; Review discovery extension and vacating trial			0.30	375.00	112.50	

## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
7/20/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review service information for Carvalho; Correspondence with Attorney Robinson regarding depositions of parties	T		0.40		375.00	150.00
					0.40		375.00	150.00
7/23/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review response to counterclaim and notice of deposition of client	T		0.50		375.00	187.50
					0.50		375.00	187.50
7/27/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review opposition to motion for	T		0.60		375.00	225.00
					0.60		375.00	225.00
7/30/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research [REDACTED] on [REDACTED]	T		0.50		375.00	187.50
					0.50		375.00	187.50
7/31/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise reply to opposition to motion for preliminary injunction for codes	T		0.60		375.00	225.00
					0.60		375.00	225.00
8/2/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review papers and pleadings in preparation for injunction hearing on August 3	T		0.50		375.00	187.50
					0.50		375.00	187.50
8/3/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend hearing on preliminary injunction; Telephone conference with client [REDACTED]; Review and revise order granting motion; Telephone conference with Attorney Touton [REDACTED]; Correspondence with client regarding [REDACTED] [REDACTED]	T		2.70		375.00	1,012.50
					2.70		375.00	1,012.50
8/6/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise order regarding injunction;	T		0.40		375.00	150.00
					0.40		375.00	150.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		Correspondence with Attorney Robinson regarding same				
8/7/2012	BWB	15775-72 / Mojave Electric Co.	T	0.30	375.00	112.50
		Mojave Electric Co. v. Cashman Equipment		0.30	375.00	112.50
		Correspondence with Attorney Robinson regarding order granting injunction				
8/13/2012	BWB	15775-72 / Mojave Electric Co.	T	0.20	375.00	75.00
		Mojave Electric Co. v. Cashman Equipment		0.20	375.00	75.00
		Review supplement to plaintiff's default judgment documents				
8/15/2012	BWB	15775-72 / Mojave Electric Co.	T	1.50	375.00	562.50
		Mojave Electric Co. v. Cashman Equipment		1.50	375.00	562.50
		Review documents and outline for deposition of Cashman PMK				
8/16/2012	BWB	15775-72 / Mojave Electric Co.	T	3.50	375.00	1,312.50
		Mojave Electric Co. v. Cashman Equipment		3.50	375.00	1,312.50
		Review notes and documents for deposition; Take deposition of Cashman PMK				
8/29/2012	BWB	15775-72 / Mojave Electric Co.	T	1.00	375.00	375.00
		Mojave Electric Co. v. Cashman Equipment		1.00	375.00	375.00
		Review and revise motion for summary judgment; Review motion to reconsider order relating to building codes				
9/3/2012	BWB	15775-72 / Mojave Electric Co.	T	0.20	375.00	75.00
		Mojave Electric Co. v. Cashman Equipment		0.20	375.00	75.00
		Review papers and pleadings in preparation for deposition of Keith Lozeau				
9/4/2012	BWB	15775-72 / Mojave Electric Co.	T	3.50	375.00	1,312.50
		Mojave Electric Co. v. Cashman Equipment		3.50	375.00	1,312.50
		Take deposition of Keith Lozeau; Review letter from Attorney Robinson regarding same				
9/10/2012	BWB	15775-72 / Mojave Electric Co.	T	1.50	375.00	562.50
		Mojave Electric Co. v. Cashman Equipment		1.50	375.00	562.50
		Meeting with Mr. Bugni regarding [REDACTED] Review documents for motion for summary judgment on lien				



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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
		claims						
9/11/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review letter regarding deposition of client; Correspondence with client re [REDACTED]; Review and revise motion for partial summary judgment	T		2.00		375.00	750.00
					2.00		375.00	750.00
9/13/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise letter to Attorney Maskas regarding depositions going forward	T		0.40		375.00	150.00
					0.40		375.00	150.00
9/14/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Maskas regarding deposition dates; Receipt and review of notice of appeal on order regarding codes	T		1.00		375.00	375.00
					1.00		375.00	375.00
9/17/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend hearing on motion to reconsider order regarding installation of codes; Review and revise motion for summary judgment as to lien	T		2.50		375.00	937.50
					2.50		375.00	937.50
9/19/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of notice of deposition of PMK of Whiting Turner Contracting Company; Receipt and review of Plaintiff's seventh supplemental disclosure	T		0.50		375.00	187.50
					0.50		375.00	187.50
9/20/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Robinson regarding depositions and status of motions	T		0.30		375.00	112.50
					0.30		375.00	112.50
9/24/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of notice of referral to settlement program and suspension of rules from Supreme Court	T		0.20		375.00	75.00
					0.20		375.00	75.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
9/25/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with clients regarding [REDACTED]	T	0.30 0.30	375.00 375.00	112.50 112.50
9/28/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Robinson regarding depositions and motion for summary judgment; Review motion to expunge mechanic's lien to ascertain issue with hearing date	T	0.50 0.50	375.00 375.00	187.50 187.50
10/1/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's 8th supplemental disclosures; Receipt and review of Cashman's First Set of Interrogatories to Whiting Turner Contracting Company; Receipt and review of Cashman's First Set of Request for Production to Whiting Turner Contracting Company; Review and revise opposition to motion to stay	T	0.80 0.80	375.00 375.00	300.00 300.00
10/2/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding depositions and hearing sch	T	0.30 0.30	375.00 375.00	112.50 112.50
10/3/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding hearings and depositions; Review documents regarding depositions of Mojave witnesses	T	0.30 0.30	375.00 375.00	112.50 112.50
10/5/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding hearing schedule	T	0.30 0.30	375.00 375.00	112.50 112.50
10/8/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review appeal statement for settlement conference; Review documents for depositions on October 9; Review order regarding motion to stay	T	1.20 1.20	375.00 375.00	450.00 450.00

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		MatterID/Client Sort			Units	Price	Value
Date	Prof	Matter Description Narrative	Component Task Code	Stm Units	Stm Price	Ext Amount	
10/9/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend depositions of Peter Fergen and Francis McComb; Correspondence with Attorney Lloyd regarding depositions and hearings on motions	T	4.50 4.50	375.00 375.00	1,687.50 1,687.50	
10/29/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's opposition to motion to expunge or reduce mechanic's lien	T	0.90 0.90	375.00 375.00	337.50 337.50	
10/30/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review opposition to motion to expunge lien (No Charge)	T	0.50 0.50	375.00 0.00	187.50 0.00	
11/2/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review motion to amend complaint	T	0.40 0.40	375.00 375.00	150.00 150.00	
11/6/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with client regarding [REDACTED] [REDACTED] Review reply to opposition to motion for summary judgment on lien	T	0.80 0.80	375.00 375.00	300.00 300.00	
11/7/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with client regarding [REDACTED] [REDACTED]	T	0.30 0.30	375.00 375.00	112.50 112.50	
11/8/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review papers and pleadings in preparation for hearing on November 9	T	1.50 1.00	375.00 375.00	562.50 375.00	
11/9/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's notice of posting bond; Receipt and review of notice of hearing on motion to amend complaint; Attend hearing on motion to expunge lien and motion for summary judgment; Telephone conference with client	T	2.90 2.90	375.00 375.00	1,087.50 1,087.50	

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
11/13/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of amended notice of deposition of PMK of Whiting Turner; Receipt and review of amended notice of deposition of PMK of Mojave	T	0.20 0.20	375.00 375.00	75.00 75.00
11/14/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Mr. Phillips regarding [REDACTED]	T	0.60 0.60	375.00 375.00	225.00 225.00
11/19/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise opposition to motion to amend complaint	T	0.80 0.80	375.00 375.00	300.00 300.00
11/27/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Ms. Briseno regarding [REDACTED]; Telephone conference with Attorney Lloyd regarding same; Receipt and review of subpoena duces tecum to PQ Las Vegas, LLC, QH Las Vegas, LLC and FC/LW Las Vegas, LLC Issued by Cashman	T	0.80 0.80	375.00 375.00	300.00 300.00
11/28/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend continued PMK deposition of Whiting Turner; Telephone conference with Ms Briseno [REDACTED] [REDACTED] Meeting with Ms. Briseno [REDACTED]	T	3.00 3.00	375.00 375.00	1,125.00 1,125.00
11/30/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review responses to subpoena by Forest City; Correspondence with Ms. Briseno [REDACTED] [REDACTED]	T	0.70 0.70	375.00 375.00	262.50 262.50
12/3/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Ms. Briseno regarding [REDACTED]; Review opposition to motion to confirm default judgment against CAM and Mr. Cavalho	T	0.40 0.40	375.00 375.00	150.00 150.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
12/11/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of plaintiff's reply in support of motion for certification of default judgments against defendant CAM Consulting nd Angelo Carvalho as being final	T	0.30 0.30	375.00 375.00	112.50 112.50
12/13/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review amended deposition notice for Mojave and Forest; Correspondence with clients [REDACTED]	T	0.40 0.40	375.00 375.00	150.00 150.00
12/14/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review deposition transcript of Ms. Brisen	T	0.30 0.30	375.00 375.00	112.50 112.50
12/18/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review reply to opposition to motion to amend	T	0.40 0.40	375.00 375.00	150.00 150.00
12/20/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review papers and pleadings in preparation for hearing on motion to amend complaint on 12/21	T	0.80 0.80	375.00 375.00	300.00 300.00
12/21/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend hearing on Cashman's motion to amend complaint; [REDACTED]; Telephone conference with Mr. Bugni regarding [REDACTED]	T	2.20 2.20	375.00 375.00	825.00 825.00
12/26/2012	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Mr. Phillips [REDACTED] [REDACTED]	T	0.20 0.20	375.00 375.00	75.00 75.00
1/3/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Supreme Court's order imposing conditional sanctions against Cashman for not filing case appeal statement	T	0.20 0.20	375.00 375.00	75.00 75.00

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
1/4/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding depositions on January 10	T	0.30 0.30	375.00 375.00	112.50 112.50
1/8/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review case appeal statement by Cashman	T	0.20 0.20	375.00 375.00	75.00 75.00
1/9/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review documents in preparation of depositions of Mr. Bugni and Mr. Phillips; Draft questions for Mr. Phillips	T	1.00 1.00	375.00 375.00	375.00 375.00
1/10/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend depositions of Mr. Phillips and Mr. Bugni; Correspondence with clients [REDACTED]	T	5.50 5.50	375.00 375.00	2,062.50 2,062.50
1/11/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Plaintiff's notice of entry of order granting motion for certification of default judgments against CAM Consulting and Angelo Carvalho as being Final; Receipt and review of notice of entry of order granting plaintiff's motion to amend complaint; Review transcript of November 30 hearing regarding motions; Correspondence with client regarding [REDACTED]	T	0.80 0.80	375.00 375.00	300.00 300.00
1/14/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding deposition of Mr. Meiers; Correspondence with client [REDACTED]	T	0.40 0.40	375.00 375.00	150.00 150.00
1/15/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of deposition notices of PMK of Element Iron and Design, Janel Carvalho and Chris Meiers	T	0.30 0.30	375.00 375.00	112.50 112.50

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value Ext Amount
				Stm	Units	Stm	Price	
1/16/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding depositions	T		0.30		375.00	112.50
					0.30		375.00	112.50
1/18/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]; Telephone with Attorney Lloyd regarding remaining scheduling for Supreme Court settlement conference; Review deposition transcripts of Mr. Bugni and Plaintiff	T		0.80		375.00	300.00
					0.80		375.00	300.00
1/22/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Haberfield and Attorney Lloyd regarding settlement conference; Correspondence with client regarding [REDACTED] [REDACTED]	T		0.40		375.00	150.00
					0.40		375.00	150.00
1/24/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]; Correspondence with Attorney Lloyd regarding settlement conference; Correspondence with Attorney Haberfield regarding same	T		1.00		375.00	375.00
					1.00		375.00	375.00
1/28/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise application for default judgment regarding CAM	T		0.50		375.00	187.50
					0.50		375.00	187.50
1/29/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]; Correspondence with Attorney Lloyd regarding discovery responses and supplemental disclosures	T		0.80		375.00	300.00
					0.80		375.00	300.00
2/4/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's tenth supplemental	T		0.40		385.00	154.00
					0.40		385.00	154.00

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## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		disclosure of photographs and job file				
2/6/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Forest City [REDACTED] [REDACTED]	T	0.30 0.30	385.00 385.00	115.50 115.50
2/7/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise answer to fourth amended complaint; Review and revise motion to dismiss owner; Telephone conference with client regarding [REDACTED]; Correspondence with Attorney Lloyd regarding possible settlement	T	2.50 2.50	385.00 385.00	962.50 962.50
2/8/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Lloyd regarding settlement; Correspondence with client [REDACTED] [REDACTED]	T	0.50 0.50	385.00 385.00	192.50 192.50
2/14/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Lloyd regarding settlement	T	0.20 0.20	385.00 385.00	77.00 77.00
2/19/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Lloyd regarding settlement	T	0.20 0.20	385.00 385.00	77.00 77.00
2/20/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED] Correspondence with Attorney Lloyd regarding same	T	0.40 0.40	385.00 385.00	154.00 154.00
2/21/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding settlement options and new stipulation moving date for hearings	T	0.50 0.50	385.00 385.00	192.50 192.50



## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
2/22/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Lloyd regarding settlement; Review submit stipulation to move hearing; Correspondence with Attorney Lloyd regarding extending dates for briefing; Review and revise stipulation regarding same	T	0.90 0.90	385.00 385.00	346.50 346.50
2/25/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with clients regarding [REDACTED] [REDACTED]	T	0.30 0.30	385.00 385.00	115.50 115.50
2/27/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's motion for summary judgment against Mojave and Western on the payment bond claim; Receipt and review of Cashman's response to Mojave's Counterclaim; Correspondence with Attorney Lloyd regarding briefing schedule and settlement	T	1.40 1.40	385.00 385.00	539.00 539.00
2/28/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]	T	0.30 0.30	385.00 385.00	115.50 115.50
3/4/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's motion for summary judgment against Janel Rennie aka Carvalho; Receipt and review of Cashman's motion for summary judgment against Element Iron or in the alternative, motion to strike Element Iron's answer for failure to comply with 16.1; Correspondence with Attorney Lloyd regarding opposition to motion to dismiss owners	T	2.00 2.00	385.00 385.00	770.00 770.00
3/5/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding settlement and supplemental briefing; Review evidence in support of various motions relating to bonds and liens	T	1.30 1.30	385.00 385.00	500.50 500.50

## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value	
				Stm	Units	Stm	Price	Ext	Amount
3/6/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding moving hearing on motions to dismiss; Review and execute stipulation regarding same; Review opposition to motion to dismiss claims against owners; Correspondence from Supreme Court regarding settlement progress	T		1.80		385.00		693.00
					1.80		385.00		693.00
3/7/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review motion for summary judgment against Mojave and Western's payment bond; Begin draft opposition to same	T		2.00		385.00		770.00
					2.00		385.00		770.00
3/8/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's oppositions to QH, PQ and FC/LW Vegas' motion to dismiss or in the alternative, motion for summary judgment	T		1.40		385.00		539.00
					1.40		385.00		539.00
3/11/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft and revise opposition to motion for summary judgment on payment bond; Review opposition to motion to dismiss and research responses to same	T		4.50		385.00		1,732.50
					4.50		385.00		1,732.50
3/12/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft and revise opposition to motion for summary judgment on payment bond	T		4.50		385.00		1,732.50
					4.50		385.00		1,732.50
3/13/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft and revise opposition to motion for summary judgment as to payment bond; Research <del>defenses to summary judgment</del>	T		3.00		385.00		1,155.00
					3.00		385.00		1,155.00
3/14/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft and revise opposition to motion for summary judgment on payment bond; Correspondence with clients re <del>summary judgment</del>	T		4.90		385.00		1,886.50
					4.90		385.00		1,886.50

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
		Telephone conference with clients [REDACTED]; Review letter from Attorney Maskas regarding discovery responses; Begin and draft reply to opposition to motion to dismiss						
3/15/2013	BWB	15775-72 / Mojave Electric Co.	T		2.50		385.00	962.50
		Mojave Electric Co. v. Cashman Equipment			2.50		385.00	962.50
		Revise and file opposition to motion for summary judgment as to payment bond; Continue draft reply to opposition to motion to dismiss owners						
3/18/2013	BWB	15775-72 / Mojave Electric Co.	T		2.70		385.00	1,039.50
		Mojave Electric Co. v. Cashman Equipment			2.70		385.00	1,039.50
		Review orders regarding hearings; Correspondence with Attorney Lloyd regarding discovery issues; Continue draft and revise reply to opposition to motion to dismiss owners						
3/19/2013	BWB	15775-72 / Mojave Electric Co.	T		2.50		385.00	962.50
		Mojave Electric Co. v. Cashman Equipment			2.50		385.00	962.50
		Continue draft reply to opposition to motion to dismiss owners						
3/20/2013	BWB	15775-72 / Mojave Electric Co.	T		3.50		385.00	1,347.50
		Mojave Electric Co. v. Cashman Equipment			3.50		385.00	1,347.50
		Continue draft and revise reply to opposition to motion to dismiss owners; Correspondence with Ms. Brisino [REDACTED]; Correspondence with clients regarding [REDACTED]						
3/21/2013	BWB	15775-72 / Mojave Electric Co.	T		1.00		385.00	385.00
		Mojave Electric Co. v. Cashman Equipment			1.00		385.00	385.00
		Review Cashman's supplement to motion for summary judgment regarding lien						
3/22/2013	BWB	15775-72 / Mojave Electric Co.	T		1.50		385.00	577.50
		Mojave Electric Co. v. Cashman Equipment			1.50		385.00	577.50
		Correspondence with clients regarding [REDACTED] [REDACTED] to motion to dismiss owners; Continue draft supplement to motion to expunge lien						
3/25/2013	BWB	15775-72 / Mojave Electric Co.	T		1.50		385.00	577.50
		Mojave Electric Co. v. Cashman Equipment			1.50		385.00	577.50
		Continue draft supplement to motion for summary						

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## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative judgment regarding liens	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
3/26/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft and revise supplement to motions regarding mechanics lien and payment bonds	T	3.50 3.50	385.00 385.00	1,347.50 1,347.50
3/27/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Whiting and sureties regarding [REDACTED]s [REDACTED]rs; Continue draft and revise supplement to motion to expunge lien and opposition to motion for summary judgment regarding bond and lien; Correspondence with clients [REDACTED]	T	5.20 5.20	385.00 385.00	2,002.00 2,002.00
4/1/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with clients regarding [REDACTED]; Correspondence with sureties [REDACTED]; Correspondence with Paul Schmidt from Whiting [REDACTED]; Revise supplement	T	0.90 0.90	385.00 385.00	346.50 346.50
4/2/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Whiting and sureties regarding [REDACTED]; Review and file supplement	T	0.80 0.80	385.00 385.00	308.00 308.00
4/3/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with sureties regarding [REDACTED] [REDACTED] Correspondence with Ms. Briseno from Whiting [REDACTED]	T	0.40 0.40	385.00 385.00	154.00 154.00
4/5/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review, revise, file reply to opposition to motion to dismiss owner; Correspondence to Attorney Lloyd regarding trial dates	T	0.60 0.60	385.00 385.00	231.00 231.00

# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
4/8/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review application for default judgment; Correspondence with client [REDACTED]; Review plaintiff's supplement to supplemental motion for summary judgment and lien pleadings; Review reply to opposition to motion for summary judgment regarding payment bond	T	1.50 1.50	385.00 385.00	577.50 577.50
4/10/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review papers and pleadings for hearing on April 11; [REDACTED]; Telephone conference with court clerk regarding same; Review letter from Attorney Ellsworth regarding same	T	1.80 1.80	385.00 385.00	693.00 693.00
4/11/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attending hearing on motion for summary judgment as to Janel Rennie, unjust enrichment as to owners and bond claims; Correspondence with clients [REDACTED]	T	2.40 2.40	385.00 385.00	924.00 924.00
4/12/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review supplemental pleadings and exhibits in preparation for hearing on April 16	T	1.50 1.50	385.00 385.00	577.50 577.50
4/15/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review papers and pleadings in preparation for hearing on April 18; Telephone conference with Mr. Bugni [REDACTED]; Telephone conference with court clerk regarding same	T	2.80 2.80	385.00 385.00	1,078.00 1,078.00
4/16/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend hearing on bond and lien motions; Meeting with Mr. Bugni [REDACTED]; Telephone conference with Mr. Nelson [REDACTED]; Status email to owners and sureties [REDACTED]	T	3.20 3.20	385.00 385.00	1,232.00 1,232.00

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

		MatterID/Client Sort			Component	Units	Price	Value
Date	Prof	Matter Description	Task Code	Stm	Units	Stm	Price	Ext Amount
4/18/2013	BWB	15775-72 / Mojave Electric Co.	T		0.60		385.00	231.00
		Mojave Electric Co. v. Cashman Equipment			0.60		385.00	231.00
		Correspondence with Whiting Turner representatives [REDACTED]; Correspondence with Attorney Lloyd regarding orders and status of trial						
4/19/2013	BWB	15775-72 / Mojave Electric Co.	T		0.40		385.00	154.00
		Mojave Electric Co. v. Cashman Equipment			0.40		385.00	154.00
		Correspondence with sureties and owners [REDACTED] [REDACTED]						
4/22/2013	BWB	15775-72 / Mojave Electric Co.	T		0.30		385.00	115.50
		Mojave Electric Co. v. Cashman Equipment			0.30		385.00	115.50
		Correspondence with sureties regarding [REDACTED] [REDACTED]						
4/23/2013	BWB	15775-72 / Mojave Electric Co.	T		1.40		385.00	539.00
		Mojave Electric Co. v. Cashman Equipment			1.40		385.00	539.00
		Review supplemental disclosure of documents; Review scheduling order regarding discovery cut-off; Correspondence with clients regarding same; Review and revise orders regarding motion to dismiss and lien motion						
4/24/2013	BWB	15775-72 / Mojave Electric Co.	T		0.80		385.00	308.00
		Mojave Electric Co. v. Cashman Equipment			0.80		385.00	308.00
		Receipt and review of order rescheduling pretrial/calendar call; Correspondence with court clerk regarding calendar call; Correspondence with Attorney Lloyd regarding same, trial date and settlement conference						
4/25/2013	BWB	15775-72 / Mojave Electric Co.	T		0.40		385.00	154.00
		Mojave Electric Co. v. Cashman Equipment			0.40		385.00	154.00
		Correspondence with Attorney Lloyd regarding status of appeal and trial; Correspondence with client [REDACTED]						
4/26/2013	BWB	15775-72 / Mojave Electric Co.	T		0.30		385.00	115.50
		Mojave Electric Co. v. Cashman Equipment			0.30		385.00	115.50
		Review minute order regarding prior hearings on lien motions and motions to dismiss						

## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
4/29/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding client and appeal on order	T	0.30 0.30	385.00 385.00	115.50 115.50
5/1/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with court clerk regarding trial date; Correspondence with Attorney Maskas regarding same	T	0.40 0.40	385.00 385.00	154.00 154.00
5/2/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Maskas and court regarding new trial setting	T	0.40 0.40	385.00 385.00	154.00 154.00
5/6/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Ms. Briseno regarding [REDACTED] [REDACTED]	T	0.20 0.20	385.00 385.00	77.00 77.00
5/9/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of notices of entry of order denying summary judgment on bond claims by owners and Mojave	T	0.30 0.30	385.00 385.00	115.50 115.50
5/10/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and execute stipulation to extend trial	T	0.30 0.30	385.00 385.00	115.50 115.50
5/21/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise order regarding disposition of Carvalho's property and assets; Telephone conference with court clerk regarding potential trial dates	T	0.40 0.40	385.00 385.00	154.00 154.00
5/23/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Maskas regarding trial date and remaining claims and parties	T	0.30 0.30	385.00 385.00	115.50 115.50

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
5/28/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Ms. Briseno from Whiting regarding [REDACTED]	T	0.20 0.20	385.00 385.00	77.00 77.00
6/5/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's motion for award of fees and costs; Receipt and review of notice of entry of stipulation and order to continue trial date	T	0.50 0.50	385.00 385.00	192.50 192.50
6/6/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review motion for attorneys' fees; Correspondence with client [REDACTED]	T	0.60 0.60	385.00 385.00	231.00 231.00
6/7/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding owner's response to 4th Amended complaint; Review minute order regarding motion for fees	T	0.70 0.70	385.00 385.00	269.50 269.50
6/14/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Whiting Turner [REDACTED] [REDACTED]	T	0.20 0.20	385.00 385.00	77.00 77.00
6/18/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and review opposition to motion for attorneys' fees	T	0.50 0.50	385.00 385.00	192.50 192.50
6/19/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise opposition to motion for fees; Correspondence with client [REDACTED]	T	0.40 0.40	385.00 385.00	154.00 154.00
6/26/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Ms. Briscoe regarding [REDACTED]	T	0.40 0.40	385.00 385.00	154.00 154.00



# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
6/27/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED]	T	0.20 0.20	385.00 385.00	77.00 77.00
7/3/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of Cashman's reply in support of motion for fees and costs	T	0.20 0.20	385.00 385.00	77.00 77.00
7/8/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receipt and review of notice of entry of findings of fact and conclusions of law and order on Cashman's motion for summary judgment against Janel Rennie aka Carvalho; Receipt and review of notice of entry of findings of fact and conclusions of law and order on Cashman's motion for summary judgment against Element Iron answer for failure to comply with NRCP 16.1	T	0.40 0.40	385.00 385.00	154.00 154.00
7/10/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review papers and pleadings in preparation for July 11 hearing on Cashman's motion for award of fees and costs	T	0.50 0.50	385.00 385.00	192.50 192.50
7/11/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend hearing on Cashman's motion for fees and costs regarding lien; Correspondence with client [REDACTED]	T	2.30 2.30	385.00 385.00	885.50 885.50
7/22/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with court regarding status of appeal on order	T	0.30 0.30	385.00 385.00	115.50 115.50
7/23/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Mr. Briseno [REDACTED]	T	0.20 0.20	385.00 385.00	77.00 77.00
7/29/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Supreme Court order regarding briefing on	T	0.30 0.30	385.00 385.00	115.50 115.50

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative codes appeal	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
7/31/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review order regarding briefing schedule	T	0.20 0.20	385.00 385.00	77.00 77.00
8/7/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Maskas regarding owner's disclosure of documents	T	0.30 0.30	385.00 385.00	115.50 115.50
8/15/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Maskas regarding owner's documents and witnesses	T	0.20 0.20	385.00 385.00	77.00 77.00
8/28/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Ms. Brisno [REDACTED]	T	0.20 0.20	385.00 385.00	77.00 77.00
9/9/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding pretrial disclosures	T	0.30 0.30	385.00 385.00	115.50 115.50
9/11/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with sureties regarding [REDACTED] [REDACTED] Telephone conference with court clerk regarding trial stacks in October	T	0.40 0.40	385.00 385.00	154.00 154.00
9/12/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Whiting Turner [REDACTED]; Correspondence with Attorney Lloyd regarding pretrial disclosures	T	0.40 0.40	385.00 385.00	154.00 154.00
9/17/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review new scheduling order; Review response to counterclaim	T	0.40 0.40	385.00 385.00	154.00 154.00

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
9/18/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review documents in preparation for calendar call on September 19	T	0.30 0.30	385.00 385.00	115.50 115.50
9/19/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend calendar call; Correspondence with Attorney Lloyd regarding same	T	1.10 1.10	385.00 385.00	423.50 423.50
9/24/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Ms. Brisling [REDACTED]	T	0.30 0.30	385.00 385.00	115.50 115.50
10/3/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with sureties [REDACTED]	T	0.30 0.30	385.00 385.00	115.50 115.50
10/7/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding trial exhibits	T	0.20 0.20	385.00 385.00	77.00 77.00
10/8/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review motion to certify judgment against Cavalho	T	0.30 0.30	385.00 385.00	115.50 115.50
10/14/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding briefing schedule for appeal	T	0.30 0.30	385.00 385.00	115.50 115.50
10/17/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review order regarding briefing schedule in Supreme Court over codes	T	0.20 0.20	385.00 385.00	77.00 77.00
10/31/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend calendar call; Correspondence with clients [REDACTED]	T	1.30 1.30	385.00 385.00	500.50 500.50

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
11/1/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review documents and witnesses in preparation for pretrial disclosures; Review Supreme Court briefing schedule regarding order	T	0.70 0.70	385.00 385.00	269.50 269.50
11/6/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding trial exhibits; Review deposition testimony for trial witnesses and exhibits1	T	1.40 1.40	385.00 385.00	539.00 539.00
11/7/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review documents and witnesses for trial exhibits	T	1.00 1.00	385.00 385.00	385.00 385.00
11/12/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding pretrial disclosures; Correspondence with court clerk regarding trial	T	0.50 0.50	385.00 385.00	192.50 192.50
11/13/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding pretrial conference; Telephone conference with court clerk regarding same; Review documents and witnesses regarding same	T	1.00 1.00	385.00 385.00	385.00 385.00
11/14/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend pretrial conference with Attorney Lloyd; Review documents and witnesses for pretrial disclosures	T	2.70 2.70	385.00 385.00	1,039.50 1,039.50
11/18/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client regarding [REDACTED] [REDACTED]	T	0.30 0.30	385.00 385.00	115.50 115.50
11/19/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with clients regarding [REDACTED] [REDACTED]	T	0.40 0.40	385.00 385.00	154.00 154.00

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
11/21/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Lloyd regarding settlement and trial exhibits	T	0.50 0.50	385.00 385.00	192.50 192.50
11/22/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding trial; Telephone conference with client [REDACTED]	T	0.40 0.40	385.00 385.00	154.00 154.00
11/24/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding trial	T	0.20 0.20	385.00 385.00	77.00 77.00
11/26/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with client regarding [REDACTED] [REDACTED] Telephone conference with Attorney Lloyd and court regarding same; Review order regarding same	T	1.20 1.20	385.00 385.00	462.00 462.00
11/27/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Ms. Briseno [REDACTED] al [REDACTED]	T	0.20 0.20	385.00 385.00	77.00 77.00
12/2/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Court clerk regarding meeting with Judge on December 3	T	0.30 0.30	385.00 385.00	115.50 115.50
12/3/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review trial exhibits; Attend meeting with Judge regarding trial	T	1.90 1.90	385.00 385.00	731.50 731.50
12/4/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review proposed trial exhibits; Telephone conference with court clerk regarding trial brief; Correspondence with Mr. Phillips regarding [REDACTED]	T	1.50 1.50	385.00 385.00	577.50 577.50

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
12/6/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Maskas regarding exhibit list and Supreme Court briefing	T	1.00 1.00	385.00 385.00	385.00 385.00
12/9/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review proposed exhibits list; Review disclosed documents for new exhibits; Review deposition testimony; [REDACTED]	T	2.00 2.00	385.00 385.00	770.00 770.00
12/10/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review proposed trial exhibits list; Review proposed exhibits; Correspondence with Attorney Maskas regarding same	T	1.40 1.40	385.00 385.00	539.00 539.00
12/11/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review depositions and other evidence for cross-examinations of Cashman's witnesses at trial	T	2.00 2.00	385.00 385.00	770.00 770.00
12/12/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review depositions of Meiers and Ronnie; Outline trial questions; Correspondence with client [REDACTED]	T	2.00 2.00	385.00 385.00	770.00 770.00
12/16/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review joint exhibit list; Correspondence with Attorney Lloyd regarding same; Review depositions and documents for trial questions; Draft trial brief	T	2.10 2.10	385.00 385.00	808.50 808.50
12/17/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review proposed exhibit list and trial memo; Draft trial brief; Review pleadings regarding claims and affirmative defenses	T	2.10 2.10	385.00 385.00	808.50 808.50
12/19/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Surety [REDACTED]	T	0.50 0.50	385.00 385.00	192.50 192.50

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fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		Correspondence with counsel regarding owner responsibility at trial				
12/20/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd regarding claims and pretrial memorandum; Review pleadings and affirmative defenses regarding same; Revise pretrial memorandum and being draft of trial brief	T	4.00 4.00	385.00 385.00	1,540.00 1,540.00
12/23/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review deposition transcripts and exhibits for trial; Correspondence with Attorney Masks regarding exhibit list; Draft and revise trial brief	T	5.00 5.00	385.00 385.00	1,925.00 1,925.00
12/24/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft and revise trial brief; Review and revise exhibits and depositions for trial; Correspondence with Attorney Lloyd regarding trial exhibits; Draft witness questions for trial	T	6.50 6.50	385.00 385.00	2,502.50 2,502.50
12/27/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with clients [REDACTED] Correspondence with Attorney Lloyd regarding same; draft and revise trial brief; Review depositions and exhibits for trial	T	5.20 5.20	385.00 385.00	2,002.00 2,002.00
12/30/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise pretrial memorandum; Correspondence with Attorney Lloyd regarding same; Review trial subpoenas; Telephone conference with client [REDACTED]; Draft and revise trial brief; Outline witness questions for trial	T	7.50 7.50	385.00 385.00	2,887.50 2,887.50
12/31/2013	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Maskas and court regarding trial; Telephone conference with client [REDACTED]; Correspondence with clients [REDACTED] Revise brief	T	2.00 2.00	385.00 385.00	770.00 770.00

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
1/2/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review comments on trial brief from sureties; Revise brief regarding same; Correspondence with court clerk regarding new trial date; Correspondence with clients [REDACTED]	T		1.00		385.00	385.00
					1.00		385.00	385.00
1/3/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review joint exhibit list	T		0.60		385.00	231.00
					0.60		385.00	231.00
1/6/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Attorney Lloyd and clients regarding new trial date; Review second draft of joint exhibit list	T		0.50		385.00	192.50
					0.50		385.00	192.50
1/7/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with client [REDACTED] [REDACTED]; Review documents and depositions regarding same; Draft outlines of witness questions	T		3.50		385.00	1,347.50
					3.50		385.00	1,347.50
1/8/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review trial exhibits, depositions and draft witness questions for trial	T		2.00		385.00	770.00
					2.00		385.00	770.00
1/9/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review revised exhibit list; Draft questions for trial witnesses	T		1.00		385.00	385.00
					1.00		385.00	385.00
1/10/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft and revise witness outlines for trial; Review and revise exhibit list; Correspondence with sureties [REDACTED]	T		3.50		385.00	1,347.50
					3.50		385.00	1,347.50
1/13/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise pretrial memorandum; Review and	T		1.50		385.00	577.50
					1.50		385.00	577.50

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fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		revise trial brief; Review exhibits; Continue draft of witness outlines				
1/14/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with court clerk re: regarding trial brief and start time. Telephone conference with Attorney Lloyd re: regarding the same; Meeting with clients [REDACTED] Revise trial brief and witness outlines; Review exhibits for off sets documents.	T	5.00 5.00	385.00 385.00	1,925.00 1,925.00
1/15/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Revise witness outlines and trial brief; Telephone conference with client [REDACTED] for [REDACTED]; Revise damages; Conference with counsel regarding exhibits, closing arguments; revise exhibits for pre-trial issues.	T	6.50 6.50	385.00 385.00	2,502.50 2,502.50
1/16/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Revise and file Trial Brief; Review Cashman's Brief; Review additional exhibits; Conference with attorney Lloyd regarding owner testimony; Conference with David Phillips regarding [REDACTED] Draft and revise trial questions.	T	5.00 5.00	385.00 385.00	1,925.00 1,925.00
1/17/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Conference with counsel regarding motion for sanctions and testimony of owner; Meeting with Mrs. Briseno regarding [REDACTED] Review Plaintiff's Trial Brief; Draft and review witness outlines and closing argument.	T	4.50 4.50	385.00 385.00	1,732.50 1,732.50
1/19/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft and revise witness outlines and closing argument.	T	5.90 5.90	385.00 385.00	2,271.50 2,271.50
1/20/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review exhibits and witness outlines for trial on January 21, 2014.	T	4.50 4.50	385.00 385.00	1,732.50 1,732.50

# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
1/21/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review outlines, meet with witnesses and attend trial; Review notices for second day and examination of clients.	T	6.50 6.50	385.00 385.00	2,502.50 2,502.50
1/22/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Mr. Bugni [REDACTED]; Review documents and notes for trial, attend trial and draft and revise closing argument.	T	10.00 10.00	385.00 385.00	3,850.00 3,850.00
1/23/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend trial and revise closing argument; Draft and revise closing argument; Telephone conference with client [REDACTED].	T	8.00 8.00	385.00 385.00	3,080.00 3,080.00
1/24/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend last day of trial; meet with clients [REDACTED].	T	3.00 3.00	385.00 385.00	1,155.00 1,155.00
1/27/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with client regarding [REDACTED]; Order transcript of the Trial.	T	0.40 0.40	385.00 385.00	154.00 154.00
1/29/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Conference with client regarding [REDACTED]; Conference with Whitney Turner [REDACTED].	T	0.50 0.50	385.00 385.00	192.50 192.50
2/3/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with client regarding [REDACTED].	T	0.30 0.30	385.00 385.00	115.50 115.50

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
2/7/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with attorney Pezzillo regarding court decision and possible resolution of appeal.	T	0.50 0.50	385.00 385.00	192.50 192.50
2/10/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with clients regarding [REDACTED] [REDACTED]	T	0.30 0.30	385.00 385.00	115.50 115.50
2/13/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise trial order; Correspondence with clients regarding [REDACTED] [REDACTED] [REDACTED].	T	0.70 0.70	385.00 385.00	269.50 269.50
2/14/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise trial order; Correspondence with clients regarding [REDACTED].	T	0.70 0.70	385.00 385.00	269.50 269.50
2/19/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with Whiting Turner regarding [REDACTED] [REDACTED] order.	T	0.40 0.40	385.00 385.00	154.00 154.00
2/21/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Correspondence with attorney Lloyd regarding prepared trial order.	T	0.30 0.30	385.00 385.00	115.50 115.50
2/24/2014	BWB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise stipulation to stay appeal; Correspondence with attorney Lloyd regarding the same.	T	0.40 0.40	385.00 385.00	154.00 154.00
Professional: Brian W. Boschee			Worked:	367.50		139,392.50
			Billed:	366.00		138,667.50

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fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
<b>Professional: Shemilly A. Briscoe</b>						
8/8/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review Cashman Complaint, [REDACTED] [REDACTED] use information, and [REDACTED]	T	0.80 0.80	310.00 310.00	248.00 248.00
8/16/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss contract provisions with Mr. Boschee and review correspondence to client [REDACTED] [REDACTED] to [REDACTED]	T	0.20 0.20	310.00 0.00	62.00 0.00
8/19/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call from Attorney Touton regarding [REDACTED] with Mr. Boschee related to [REDACTED]	T	0.30 0.30	310.00 310.00	93.00 93.00
8/23/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss communications with Mr. Bugni regarding [REDACTED] [REDACTED] [REDACTED]	T	0.20 0.20	310.00 0.00	62.00 0.00
8/29/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review emails from Mr. Boschee and discuss [REDACTED] [REDACTED] (copy and paste, no charge)	T	0.30 0.30	310.00 0.00	93.00 0.00
9/12/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Obtain additional funds for non-conformance recording of bond information and record same	T	0.40 0.40	310.00 310.00	124.00 124.00
9/12/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Email from Mr. Bugni regarding [REDACTED] generator and bond [REDACTED] [REDACTED]	T	0.30 0.30	310.00 310.00	93.00 93.00

# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
9/13/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call from Mr. Bugni regarding [REDACTED] [REDACTED] Mr. [REDACTED]ing; research [REDACTED] [REDACTED] draft letter and review with Mr. Boschee; send letter to Mr. Bugni [REDACTED] [REDACTED]	T	1.30 1.30	310.00 310.00	403.00 403.00
9/14/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Send copy of bond to Mr. Bugni and Mr. Nelson; telephone call to Mr. Bugni and scan copy of letter to Mr. Bugni and Mr. Nelson	T	0.20 0.20	310.00 310.00	62.00 62.00
9/16/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive letter to Surety Company and [REDACTED] [REDACTED]	T	0.30 0.30	310.00 310.00	93.00 93.00
9/19/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive correspondence from Cashman regarding refusal to start generators [REDACTED]. [REDACTED]; telephone message from Attorney Robinson and return call on same; [REDACTED] [REDACTED]	T	0.60 0.60	310.00 310.00	186.00 186.00
9/20/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review correspondence from Attorney Robinson regarding amended complaint and equipment start up and forward letter by email with instruction to Mr. Bugni; receive telephone call from Mr. Bugni to discuss [REDACTED] [REDACTED]	T	0.60 0.50	310.00 310.00	155.00 155.00
9/22/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive information regarding replacement subcontractor and start up of equipment	T	0.20 0.20	310.00 310.00	62.00 62.00

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
9/30/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review communications from Caterpillar regarding start up of generators	T	0.20 0.20	310.00 310.00	62.00 62.00
10/3/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive stipulation and order to amend complaint filed	T	0.20 0.20	310.00 310.00	62.00 62.00
10/5/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive email regarding mediation and response to same	T	0.20 0.20	310.00 310.00	62.00 62.00
10/6/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call from Mr. Bugni regarding [REDACTED] [REDACTED]ht [REDACTED]e)	T	0.30 0.30	310.00 0.00	93.00 0.00
10/7/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review letter from Attorney Robinson and briefly discuss mediation with Mr. Boschee (Courtesy Discount No Charge)	T	0.30 0.30	310.00 0.00	93.00 0.00
10/24/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discussion with Mr. Boschee regarding cross and counterclaims; begin draft of answer and pull hard file for documents; request information from Mr. Nelson regarding [REDACTED] [REDACTED]	T	3.60 3.60	310.00 310.00	1,116.00 1,116.00
10/25/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete draft of Counterclaim and Crossclaim to incorporate into Answer; receive return call from Mr. Nelson regarding [REDACTED] [REDACTED]	T	4.70 4.70	310.00 310.00	1,457.00 1,457.00

## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units	Price	Value
				Stm Units	Stm Price	Ext Amount
10/26/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Add affirmative defenses to the Answer and send documents to Mojave and Attorney Touton at Lionel Sawyer; receive comments from Attorney Touton and prepare for filing; telephone call with Mr. Bugni and Mr. Nelson; [REDACTED] [REDACTED]	T	2.90	310.00	899.00
				2.90	310.00	899.00
10/27/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft and send status letter regarding [REDACTED] [REDACTED] (change)	T	0.30	310.00	93.00
				0.30	0.00	0.00
11/3/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review letter from Attorney Touton (Courtesy Discount/No Charge)	T	0.20	310.00	62.00
				0.20	0.00	0.00
11/16/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research for Cashman Summary Judgment Motion	T	2.10	310.00	651.00
				2.10	310.00	651.00
11/23/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review opposition to Motion to Dismiss Janel Carvalho; continue research for summary judgment motion related to unconditional waivers and statutory releases	T	1.90	310.00	589.00
				1.90	310.00	589.00
11/29/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft of Summary Judgment Motion including introduction and notice of motion	T	0.70	310.00	217.00
				0.70	310.00	217.00
11/30/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft of Cashman Motion for Summary Judgment including legal standard and argument	T	1.50	310.00	465.00
				1.50	310.00	465.00
12/5/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend Hearing for Carvalho Motion to Dismiss; short	T	2.60	310.00	806.00
				2.60	310.00	806.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		conference post hearing regarding bank documents and federal issues with military with counsel; confirm Early Case Conference; continue Motion for summary judgment to include new documents related to subcontract				
12/6/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend Early Case Conference and exchange of documents, discussion of Mr. Carvalho's whereabouts and fraudulent transfer documentation	T	2.80 2.80	310.00 310.00	868.00 868.00
12/7/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call to Attorney Touton to discuss [REDACTED] [REDACTED]; review and scan new materials from Carvalho's counsel including declaration and disclosures from Cashman; telephone call from Attorney Touton, [REDACTED] [REDACTED]	T	1.40 1.40	310.00 310.00	434.00 434.00
12/8/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Prepare Disclosures and draft Early Case Conference Report for client's review/comment; contact Mr. McKibbin [REDACTED] [REDACTED] for [REDACTED] [REDACTED]; receive letter and second call with McKibbin; forward letter to Attorney Touton	T	2.30 2.30	310.00 310.00	713.00 713.00
12/9/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete and send Early Case Report to Mr. Bugni [REDACTED] [REDACTED] [REDACTED]	T	0.80 0.80	310.00 310.00	248.00 248.00
12/12/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete argument sections of the summary judgment motion and research reliance and breach of contract case law to insert into arguments	T	3.60 3.60	310.00 310.00	1,116.00 1,116.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
12/13/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete breach of contract section of motion with caselaw; receive and review notice of new complaint filed by Cashman for fraud related charges, call Mr. Nelson and Mr. Bugni regarding [REDACTED] [REDACTED] regarding [REDACTED] [REDACTED] ion	T	2.20 2.20	310.00 310.00	682.00 682.00
12/14/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive email from Mr. Bugni regarding [REDACTED] [REDACTED] regarding [REDACTED] [REDACTED]; response to email and send copy of new complaint downloaded; receive new email confirming consolidation and provide documents to Mr. Miller for completion; email to Mr. Bugni [REDACTED]	T	0.50 0.50	310.00 310.00	155.00 155.00
12/16/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Send comments to counsel regarding changes to Joint Case Report; review final with changes, sign and send to counsel for filing; review Motion to Consolidate and make changes to facts section	T	1.70 1.70	310.00 310.00	527.00 527.00
12/19/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Send email to Mr. Bugni regarding [REDACTED] [REDACTED] regarding [REDACTED] to [REDACTED] regarding report (see [REDACTED] [REDACTED])	T	0.30 0.30	310.00 0.00	93.00 0.00
12/20/2011	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call with Mr. Bugni regarding [REDACTED] f [REDACTED] [REDACTED] amendment to [REDACTED] [REDACTED] [REDACTED]	T	0.40 0.40	310.00 310.00	124.00 124.00
1/3/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive exemption granted order and review same;	T	0.40 0.40	310.00 310.00	124.00 124.00

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		review service requirements for consolidation filing				
1/4/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Prepare status letter to client [REDACTED] [REDACTED]; file consolidation Motion; receive email regarding lack of proof of enrollment in military for Angelo Carvalho from Pezzillo's office and inquiry of issue in deposition of Janel Rennie and response to same with questions regarding private investigation	T	0.50 0.50	310.00 310.00	155.00 155.00
1/12/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive email from Cashman counsel regarding agreement to stipulate to consolidation; draft stipulation; contact Attorney Coleman regarding same; follow up call from Coleman and send documents pursuant to his request	T	0.80 0.80	310.00 310.00	248.00 248.00
1/13/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Send copy of writ order regarding repossession of vehicles to Mr. Bugni (Courtesy discount, no charge)	T	0.20 0.20	310.00 0.00	62.00 0.00
1/13/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call from Mr. Bugni regarding [REDACTED] [REDACTED]	T	0.30 0.30	310.00 310.00	93.00 93.00
1/17/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Execute Acceptance of New Complaint and send to counsel; [REDACTED] calendar same	T	0.40 0.40	310.00 310.00	124.00 124.00
1/18/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment [REDACTED] receipt to Mr. Bugni for the [REDACTED] new [REDACTED] no [REDACTED]	T	0.20 0.20	310.00 0.00	62.00 0.00
1/25/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails with Attorney Maskas regarding discovery;	T	1.70 1.70	310.00 310.00	527.00 527.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		emails to Whiting and telephone call to Mr. Schmidt [REDACTED] review file for bond language and disclosure information for supplement				
1/26/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Confirm hearing and prepare for same; receive email from counsel regarding disclosures and receive supplement from Pezzillo's office; received subpoenas and notices of posting bond	T	0.90 0.90	310.00 310.00	279.00 279.00
1/27/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend consolidation hearing with Judge Bare; draft order granting motion and submit to the court; discuss subpoena for whereabouts with Attorney Maskas and receive large supplement with new documents	T	2.30 2.30	310.00 310.00	713.00 713.00
1/27/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Follow up with Whiting Turner regarding [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] regarding [REDACTED]	T	0.20 0.20	310.00 310.00	62.00 62.00
1/30/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review complaint and licenses and draft and send letters to demand copies of bonds for Cashman discovery and request of counsel; discuss consolidation with Mr. Boschee and instruction to draft and file answer for Mojave in fraud transfer action; telephone call from Judge Bare's chambers regarding order and instruct Ms. Moore regarding service of same; draft answer for new complaint	T	2.40 2.40	310.00 310.00	744.00 744.00
1/31/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research [REDACTED] [REDACTED] [REDACTED] [REDACTED] and [REDACTED]; telephone call to Mr. Bugni regarding [REDACTED] [REDACTED] for [REDACTED]; complete affirmative defenses in answer to include fraud factors from case law; discuss timeline information with Mr. Boschee; provide draft to Mr. Boschee and Mr.	T	3.40 3.40	310.00 310.00	1,054.00 1,054.00

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative Bugni [REDACTED]	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
2/1/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive contracts from Mr. Bugni on low energy project for supplement and motion support	T	0.30 0.30	310.00 310.00	93.00 93.00
2/2/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive scheduling order from Discovery commissioner and calendar important dates; review 16.1 documents from Maskas to discuss with Mr. Boschee and create record of checks to and from Mojave for use in motion	T	0.60 0.60	310.00 310.00	186.00 186.00
2/3/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Summary of checks to Mr. Boschee and continue working on Motion for Summary Judgment	T	2.40 2.40	310.00 310.00	744.00 744.00
2/8/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive telephone call from Mr. McKibben [REDACTED] [REDACTED]; receive bond copy in conformance with letter; discussion of default with Ms. Millitello to confirm with Mr. Boschee; finalize motion for summary judgment with new claims	T	0.90 0.90	310.00 310.00	279.00 279.00
2/9/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete fraud section and introduction and forward draft to Brian Bugni t [REDACTED] [REDACTED]; draft declaration and receive comments from Bugni regarding the motion; response to same and begin incorporation of new information	T	2.80 2.80	310.00 310.00	868.00 868.00
2/10/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive Fidelity information from Ms. Kerbel and request for case update [REDACTED] [REDACTED]	T	0.30 0.30	310.00 310.00	93.00 93.00

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# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
2/28/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete research [REDACTED]; send final draft of motion and declaration to Mr. Bugni for completion; discuss brief changes and execution with Mr. Boschee on the telephone; receive response from Mr. Bugni [REDACTED] [REDACTED] me	T	2.90 2.90	310.00 310.00	899.00 899.00
3/6/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone message from Mr. Nelson [REDACTED] [REDACTED]	T	0.30 0.30	325.00 325.00	97.50 97.50
3/6/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete final bond supplement for discovery and receive multiple requests for production and interrogatories and calendar same; begin draft of default paperwork for submission	T	0.90 0.90	325.00 325.00	292.50 292.50
3/7/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive emails from Mr. Bugni regarding [REDACTED] [REDACTED]; scan and send new discovery to Mr. Nelson and Mr. Bugni [REDACTED] [REDACTED]	T	0.60 0.60	325.00 325.00	195.00 195.00
3/8/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Incorporate Mr. Bugni's changes to Declaration and Motion for filing (Courtesy discount, no charge)	T	0.90 0.90	325.00 0.00	292.50 0.00
3/9/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Final review and filing of Motion for Summary Judgment and Declaration with Exhibits for Mr. Bugni; coordinate case law support for hearing in file for Mr. Boschee; [REDACTED] [REDACTED] and [REDACTED], conference with Mr. Boschee to determine CAM's position and defaults in the matter;	T	2.10 2.10	325.00 325.00	682.50 682.50

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		send email regarding update on extradition; change service to incorporate all new parties from consolidation; telephone call and emails to Pezzillo office regarding follow up on Carvalho extradition; preparation for hearing on Motion to Dismiss				
3/12/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend Cerchio Motion to Dismiss hearing and report findings to Mojave; send copy of motion for summary judgment to Mojave; review military documents in Third Supplemental Disclosure	T	2.50 2.50	325.00 325.00	812.50 812.50
3/15/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review information necessary for responses to requests and interrogatories [REDACTED] [REDACTED]; receive information regarding Carvalho [REDACTED]	T	0.80 0.80	325.00 325.00	260.00 260.00
3/22/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails from Ms. Maskas and response to same; send scheduling information to Mr. Boschee [REDACTED] [REDACTED] [REDACTED]; receive emails from Ms. Krebel [REDACTED] [REDACTED] phone call to her office in response	T	0.30 0.30	325.00 325.00	97.50 97.50
4/3/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss responses to Interrogatories with Mr. Boschee and supplemental documents delivered (Courtesy discount, no charge)	T	0.30 0.30	325.00 0.00	97.50 0.00
4/17/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review emails from counsel regarding Cashman and respond to same	T	0.20 0.20	325.00 325.00	65.00 65.00
4/30/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Supplement to Opposition in preparation for Reply	T	0.20 0.20	325.00 325.00	65.00 65.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
5/2/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Mojave contract with CAM and review Opposition to Motion for Summary Judgment; discussion with Mr. Boschee regarding salient points of draft Reply and position with regard to contract arguments; review Reply and make revisions	T	1.80 1.80	325.00 325.00	585.00 585.00
5/7/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research for Federal Rules regarding [REDACTED] [REDACTED] [REDACTED]	T	0.90 0.90	325.00 325.00	292.50 292.50
5/7/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend Motion for Summary Judgment hearing, post discussion (courtesy discount, no charge)	T	2.00 2.00	325.00 0.00	650.00 0.00
5/10/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive summary judgment order and forward to Mr. Boschee for confirmation	T	0.20 0.20	325.00 325.00	65.00 65.00
5/22/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review trial order and discuss use of experts/bids	T	0.50 0.50	325.00 325.00	162.50 162.50
5/23/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review communications sent by Mr. Bugni and send responses by email; [REDACTED] [REDACTED] draft status letter for bond companies; [REDACTED] [REDACTED] [REDACTED]	T	1.90 1.90	325.00 325.00	617.50 617.50
5/25/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Finalize and send status letters to insurance companies [REDACTED]; receive correspondence from Ms. Kerbel [REDACTED] [REDACTED]	T	0.70 0.70	325.00 325.00	227.50 227.50



# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
5/29/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive communications from Kerbel regarding [REDACTED] [REDACTED] discuss issue with Mr. Boschee and return call to Kerbel; [REDACTED] [REDACTED] [REDACTED]	T	1.50 1.50	325.00 325.00	487.50 487.50
6/3/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Follow up email correspondence with Kerbel [REDACTED] [REDACTED] ment; brief discussion with Mr. Boschee regarding representation [REDACTED] ter [REDACTED] and [REDACTED] now [REDACTED] [REDACTED] receive emails from Ms. Briseno [REDACTED] [REDACTED] can to [REDACTED] [REDACTED]; follow up email regarding same and responding to issue of specific relief; receive telephone call from Attorney Touton [REDACTED] and [REDACTED] and [REDACTED] [REDACTED] [REDACTED] with [REDACTED]	T	2.10 2.10	325.00 325.00	682.50 682.50
6/5/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Schedule and meet with Mr. Touton regarding [REDACTED] [REDACTED] (Courtesy Discount/No Charge)	T	0.60 0.60	325.00 0.00	195.00 0.00
6/6/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call from Ms. Briseno regarding [REDACTED] meeting with Mr. Meiers regarding [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] and [REDACTED] [REDACTED] [REDACTED]	T	0.50 0.50	325.00 325.00	162.50 162.50
6/7/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Assist Mr. Boschee with drafting Subpoena and explain switch gear information and out of state	T	0.80 0.80	325.00 325.00	260.00 260.00

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		party/obtaining counsel; telephone call to Mr. Meiers [REDACTED]				
6/8/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Short telephone call with Mr. Meiers [REDACTED] [REDACTED] [REDACTED] emails from Whiting regarding [REDACTED]	T	0.50 0.50	325.00 325.00	162.50 162.50
6/11/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Email to Mr. Meiers regarding [REDACTED] [REDACTED] receive email from Ms. Maskas regarding representation of Travelers and review third amended complaint; contact Ms. Maskas regarding direct service and discuss with Mr. Boschee (Courtesy Discount/No Charge)	T	0.70 0.70	325.00 0.00	227.50 0.00
6/12/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive emails from Ms. Maskas regarding Travelers and review documents of same; [REDACTED] [REDACTED] with [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	T	1.40 1.40	325.00 325.00	455.00 455.00
6/13/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails from Attorney China and Attorney Touton regarding [REDACTED] [REDACTED] [REDACTED]	T	0.50 0.50	325.00 325.00	162.50 162.50
6/14/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call to Mr. Nelson [REDACTED]; begin research and prepare draft preliminary injunction motion on shortened time; receive emails from Ms. Briseno; instruction from Mr. Boschee [REDACTED] [REDACTED] (Courtesy Discount/No Charge)	T	3.40 3.40	325.00 0.00	1,105.00 0.00

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# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
6/15/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft Answer to Second Amended Complaint	T	1.60 1.60	325.00 325.00	520.00 520.00
6/18/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Execute and send out Confidential Notice; receive email from Mr. Meiers regarding [REDACTED]; review COD slips attached to Cashman Opposition document and include information in subpoena	T	0.90 0.90	325.00 325.00	292.50 292.50
6/19/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete subpoena and letter and serve; discuss conflict letters for bond companies with Mr. Boschee; draft Fidelity letter regarding [REDACTED] [REDACTED]	T	1.40 1.40	325.00 325.00	455.00 455.00
6/20/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue work on draft of Answer to Third Amended including changes from Fidelity; finalize Conflict letter for Fidelity with Mr. Haney's comments and additions	T	0.80 0.80	325.00 325.00	260.00 260.00
6/21/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Send copy of complaint and communicate with Whiting Turner regarding [REDACTED] [REDACTED] complete draft of Answer and send to Attorney China and Ms. Briseno; telephone call from Ms. Krebel regarding [REDACTED] to answer and [REDACTED] [REDACTED] to serve and [REDACTED] at [REDACTED] on [REDACTED] and [REDACTED] flags; [REDACTED] from Attorney China and follow up documents [REDACTED] of Fidelity	T	3.40 3.40	325.00 325.00	1,105.00 1,105.00
6/26/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete conflict letters and send to Mr. McKibben	T	0.80 0.80	325.00 325.00	260.00 260.00

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# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		at CNA; telephone call from Mary Thompson at Catepillar regarding subpoena				
6/27/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment [REDACTED] with [REDACTED]; telephone calls from Mary at Catepillar and Attorney Alexandra regarding codes, describe matter and information; send follow up codes and pleadings requested by counsel; send final draft of answer to Ms. Kerbel for review and approval to file; correspondence with Kerbel regarding [REDACTED]; send information to Mr. McKibben at CNA for review and response; receive confirmation from Ms. Kerbel of filing and Traveler's status	T	2.60 2.60	325.00 325.00	845.00 845.00
6/28/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive emails from Ms. Briseno at Whiting and [REDACTED] [REDACTED] regarding [REDACTED] [REDACTED] receive call from Roxanne Kasten at Travelers [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] receive emails with Travelers Bond [REDACTED] [REDACTED] [REDACTED] [REDACTED]; make all revisions to Travelers, send out new draft; receive confirmation from Mr. McKibben at CNA regarding [REDACTED] [REDACTED]; [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	T	3.80 3.80	325.00 325.00	1,235.00 1,235.00
6/29/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call with Attorney Nellos regarding code information for subpoena and letter to follow; receive letter and send to Mr. Boschee; send copy of filed Answer to [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]; receive confirmation from Ms. Briseno regarding [REDACTED]	T	0.90 0.90	325.00 325.00	292.50 292.50

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
7/2/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive correspondence from Ms. Briseno and response to same; receive letter from counsel; receive and review Rennie's Answer to Third Amended Complaint (Courtesy Discount/No Charge)	T	0.30 0.30	325.00 0.00	97.50 0.00
7/5/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive follow up call regarding subpoena; receive correspondence regarding [REDACTED] and [REDACTED]; receive correspondence from Mr. McKibben regarding [REDACTED]; [REDACTED]; discuss subpoena options with Mr. Boschee to determine course of action; review [REDACTED] [REDACTED] discuss [REDACTED] and information; review mandatory injunction and discuss notice of depositions for Cashman and Carvalho; correspond with Mr. Nelson and Mr. Bugni regarding [REDACTED] [REDACTED]; correspond with Ms. Briseno regarding [REDACTED] of	T	2.90 2.90	325.00 325.00	942.50 942.50
7/6/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails from Ms. Briseno and Mr. Schmitt regarding [REDACTED]; draft Declaration of Brian Bugni and send for his comment; draft declarations of David Phillips and Mr. Schmitt; email Mr. Schmitt and Attorney China; telephone call to Mr. Schmitt; receive changes from Mr. Schmitt and discuss strategy with Mr. Boschee; send changes from declarations back for signature; revise others accordingly; search for Carvalho residence to serve with Notice of Deposition; [REDACTED]; contact Ms. Robinson regarding Carvalho contact; draft PMK Notice for Cashman and Notice of Deposition for Angelo Carvalho; draft Motion for Mandatory Injunction and, in the alternative, for Writ of Possession	T	6.30 6.30	325.00 325.00	2,047.50 2,047.50
7/9/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue draft of Mandatory Injunction Motion; contact jury services, house arrest and pretrial	T	6.30 6.30	325.00 325.00	2,047.50 2,047.50

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# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
7/16/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call to Mr. Bugni; prepare cover letter and submit injunction filing and Order to Dept 32 after confirmations from parties	T	1.40 1.40	325.00 325.00	455.00 455.00
7/17/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review 6th Supplement from Cashman and send email to Mr. Bugni regarding [REDACTED]; discuss prove up with Mr. Boschee; send copies of final filed motion to bond companies as requested; receive call from Dept 32 clerk; receive Order Shortened Time back; email Mr. Bugni regarding [REDACTED]	T	1.60 1.60	325.00 325.00	520.00 520.00
7/19/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review stipulation with extended dates and calendar same; review Receipts as files for Motion; begin research of Bond motion for summary judgment; contact process server regarding Angelo's skip trace for affidavit purposes and discuss deposition deadlines with Mr. Boschee; receive email from Attorney Maskas regarding timing	T	1.90 1.90	325.00 325.00	617.50 617.50
7/20/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Prepare notice to vacate and re-notice for Cashman; review new information sent by the Process server; obtain affidavits from server; draft motion to serve by publication of CAM and Carvalho; email new notices to counsel; draft declaration to motion	T	2.50 2.50	325.00 325.00	812.50 812.50
7/23/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review affidavits of service from process server for CAM/Angelo Carvalho parties; file same; file motion to serve with revised declaration; receive telephone call and emails from Attorney Maskas regarding protective order and request for response to third amended; receive Cashman's response and	T	0.90 0.90	325.00 325.00	292.50 292.50

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value	
				Stm	Units	Stm	Price	Ext	Amount
		emails from Attorney Maskas and response to same							
7/24/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call from Ms. Briseno regarding [REDACTED] [REDACTED]; [REDACTED]; [REDACTED] d [REDACTED]	T		1.50		325.00		487.50
					1.50		325.00		487.50
7/25/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive correspondence from Ms. Kasten and response to same; continue outline of bond claim motion arguments and external research of documents and legal support for intervene argument	T		1.30		325.00		422.50
					1.30		325.00		422.50
7/26/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft Order Granting Defendant's Ex Parte Motion to Serve CrossDefendant Angelo Carvalho and send to Court as requested by Judge Bare; begin document preparation for deposition outlines; receive and review changes for protective order draft regarding Nevada Power materials	T		2.10		325.00		682.50
					2.10		325.00		682.50
7/27/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review Opposition to Motion for Codes; discuss response with Mr. Boschee; send out to Whiting and Mojave a [REDACTED] with [REDACTED] ni [REDACTED]; implement requested changes to stipulation for protection and send for signature; begin draft Reply to Cashman's Opposition	T		2.50		325.00		812.50
					2.50		325.00		812.50
7/30/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete draft of Reply and discuss arguments related to bond and imbalanced equities with Mr. Boschee; work with Whiting and insurance companies [REDACTED] [REDACTED]	T		2.70		325.00		877.50
					2.70		325.00		877.50



# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
7/31/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails with Ms. Kasten and Ms. Briseno regarding [REDACTED] [REDACTED] receive NRS and emails related to 4 tier argument, send response; continue draft Reply and receive responses to same; integrate Bugni comments and file final after confirmations by all outside parties	T	2.90 2.90	325.00 325.00	942.50 942.50
8/1/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Obtain filed copies and provide binder to the court; draft and file Notice of Entry of Protective Order and Order for service by Publication on Angela Carvalho; review new documents submitted by Whiting and telephone call to Ms. Kasten; draft Supplemental Disclosure; telephone call from Mr. Schmitt regarding [REDACTED]	T	1.60 1.60	325.00 325.00	520.00 520.00
8/2/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Set up publication for Carvalho and send relevant documents; continue to assemble supplement for filing; Review bond provisions with Ms. Kasten at Travelers at [REDACTED] [REDACTED] [REDACTED] review Cashman documents for tickets and timing compliance; send email to Mr. Bugni [REDACTED] review prelien with Mr. Boschee in preparation for arguments on OST motion for codes; review lien document timeline and 90 days provisions from surety; review 16.1 for policy and claim information; review research regarding [REDACTED] [REDACTED] for [REDACTED] and demand [REDACTED]	T	6.20 6.20	325.00 325.00	2,015.00 2,015.00
8/3/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend Hearing on Shortened Time for Codes; conference call to Attorney Touton regarding [REDACTED]	T	3.40 3.40	325.00 0.00	1,105.00 0.00

# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative (Courtesy Discount No Charge)	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
8/3/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Conference call with Mr. Bugni; conference call with Mr. Nelson and Mr. Meiers related to [REDACTED] [REDACTED]; draft Findings of Fact and Conclusions of Law; emails to Mr. Schmitt and Ms. Briseno, Ms. Kasten, Ms. Kerbel and Mr. McKibben; telephone call from Mr. Harris and email to Mr. Nelson; receive expert information; receive and review email and attachments from Mr. Meiers regarding [REDACTED]	T	2.70 2.70	325.00 325.00	877.50 877.50
8/5/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review emails from Mr. Meiers and check Court docket; response to Attorney Lloyd-Robinson relating to order; continue draft of summary judgment motion on behalf of Surety Fidelity and Travelers; research [REDACTED]	T	5.90 5.90	325.00 325.00	1,917.50 1,917.50
8/6/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails from Ms. Kasten regarding [REDACTED] from Court [REDACTED]; draft Motion for Summary Judgment for surety companies; review affidavits for Cashman as filed; receive changes to order from Attorney Lloyd-Robinson and discuss with Mr. Boschee; send emails to Mr. Meiers regarding [REDACTED]	T	2.60 2.60	325.00 325.00	845.00 845.00
8/8/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete Draft of Surety Motion for Summary Judgment; receive confirmation to send order as is from Mr. Boschee with letter to the Court	T	2.50 2.50	325.00 325.00	812.50 812.50
8/9/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Send order with letter to Judge Bare regarding [REDACTED]	T	3.90 3.90	325.00 325.00	1,267.50 1,267.50

# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		competing Findings of Fact; draft and file Notice of Bond for Injunction; receive communications from Attorney Lloyd-Robinson and prepare for hearing and potential argument tomorrow at prove up; communication with insurance regarding [REDACTED]; [REDACTED]; emails from Ms. Kasten regarding [REDACTED] and [REDACTED]; [REDACTED] for [REDACTED] and [REDACTED] [REDACTED]				
8/10/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend prove up hearing in Department 32; draft email to all parties [REDACTED]; obtain new order and file regarding the codes; review Mr. Miller's case additions and send new draft to Ms. Kasten and Ms. Kerbel of Motion for Summary Judgment for their review and comment; calendar new trial stack dates; pull invoices to send to Attorney Lloyd-Robinson based on her comments during hearing	T	4.40 4.40	325.00 325.00	1,430.00 1,430.00
8/13/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete Outline with Exhibits for Mr. Boschee's deposition; discuss addition of fraudulent transfer questions to outline; draft and file Notice of Entry for Order regarding Codes; receipt of new Motion for Insurance with changes from Ms. Kasten and separate confirmations from Ms. Kerbel regarding [REDACTED]	T	2.90 2.90	325.00 325.00	942.50 942.50
8/14/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Assign declaration issues to Mr. Miller and send pertinent information required; make additional fraud transfer questions; send outline of questions to Mr. Bugni and Mr. Nelson [REDACTED]; [REDACTED]	T	1.10 1.10	325.00 325.00	357.50 357.50
8/15/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review declarations and make revisions; receive emails from Attorney Lloyd-Robinson regarding [REDACTED]	T	1.50 1.50	325.00 325.00	487.50 487.50

# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Sim Units	Price Sim Price	Value Ext Amount
		confidentiality and response to same; responses to PMK deposition and preparation with Mr. Boschee of issues regarding fraudulent transfer				
8/16/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Preparation for (review check and deposit information with Mr. Boschee) and attend Deposition of Shane Norman; email to Mr. Bugni regarding [REDACTED] or [REDACTED] (Courtesy Discount No Charge)	T	3.50 3.50	325.00 0.00	1,137.50 0.00
8/16/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss additional notices of Lozeau and outstanding information for motions; continue work on declarations for Summary Judgment [REDACTED]; review mitigation case law for inclusion in the motion; send email to Mr. Nelson and Mr. Bugni [REDACTED]; discuss with Mr. Nelson [REDACTED]	T	2.50 2.50	325.00 325.00	812.50 812.50
8/17/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft new Notice of Deposition for PMK of Cashman; draft letter to Attorney Lloyd-Robinson regarding notice	T	1.90 1.90	325.00 325.00	617.50 617.50
8/20/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Work with Ms. Kasten on Declaration form and send final document with changed date [REDACTED]; send email to Ms. Kerbel regarding [REDACTED] and review [REDACTED] notice	T	1.40 1.40	325.00 325.00	455.00 455.00
8/21/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive additional changes related to Kerbel [REDACTED]; emails from Ms. Kasten related to [REDACTED]	T	0.80 0.80	325.00 325.00	260.00 260.00

# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
8/22/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft two additional changes to Kerbel's Declaration and send final; obtain signature of same; receive email from Attorney Maskas related to deposition of Mojave PMK and rescheduling; send follow up emails to client [REDACTED]; emails from Mr. Boschee	T	1.20 1.20	325.00 325.00	390.00 390.00
8/23/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Add citations into the motion for Summary Judgment and consolidate the language to match declarations of Kerbel and Kasten	T	1.50 1.50	325.00 325.00	487.50 487.50
8/28/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Begin Preparation of 2nd PMK Deposition outline and exhibits	T	0.30 0.30	325.00 325.00	97.50 97.50
8/29/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss content of deposition with Mr. Boschee and response to Attorney Maskas inquiries; complete draft of second PMK outline and complete new supplement; receive and review Motion for Reconsideration filing dates; review Mr. Boschee's changes for Motion for Summary Judgment and file same	T	3.90 3.90	325.00 325.00	1,267.50 1,267.50
8/30/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call from Nancy Briseno [REDACTED]s [REDACTED] Summary Judgment; finalize and send Motion for Reconsideration and Motion for Summary Judgment to all of the parties	T	0.50 0.50	325.00 325.00	162.50 162.50
8/31/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft and send status letter to Mojave, Whiting, Fidelity, Travelers, CNA; receive and review Opposition regarding codes; discuss issues and impact on deposition with Mr. Boschee; begin draft Opposition to Motion for Preliminary Injunction; receive emails from Ms. Kasten	T	2.70 2.70	325.00 325.00	877.50 877.50

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
9/4/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Prepare for and attend deposition of PMK Keith Lozeau; short post discussion with Mr. Boschee related to impact of responses to Motion [REDACTED]; continue draft Opposition Motion for Reconsideration; order transcript expedited for use of citations in Motion	T	4.70 4.70	325.00 325.00	1,527.50 1,527.50
9/5/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive deposition transcript for Mr. Lozeau [REDACTED]; continue with draft opposition utilizing transcript	T	1.10 1.10	325.00 325.00	357.50 357.50
9/6/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete Opposition and insert transcript citations; telephone call to Mr. Bugni; send out draft to all parties [REDACTED]	T	6.50 6.50	325.00 325.00	2,112.50 2,112.50
9/7/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive changes and revise and confirmation from Ms. Kasten and Ms. Kerbel on the Opposition; [REDACTED] review Mr. Norman's deposition and include citations to bolster specific arguments; file final document; begin preparation and locating documents for Motion for reduction of Bond	T	3.60 3.60	325.00 325.00	1,170.00 1,170.00
9/10/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discussion with Mr. Boschee regarding deposition preparation and lien inquiry; discussion regarding changing calendar dates for Motion for Reconsideration and reschedule same; research lien motion, lien hearing issues and implications of payments and coordination of response	T	1.90 1.90	325.00 325.00	617.50 617.50
9/11/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive letter regarding PMK deposition being	T	0.60 0.60	325.00 325.00	195.00 195.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Sum Units	Price Sum Price	Value Ext Amount
9/20/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails from Nancy Briseno regarding [REDACTED] [REDACTED]; emails from Maskas regarding stipulation changes and send response to request new draft; telephone call from Briseno; emails from Forrest City and responses regarding [REDACTED];	T	1.20 1.20	325.00 325.00	390.00 390.00
9/21/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Carefully review Cashman Motion for Summary Judgment and begin researching cases for opposition regarding pre-fien and notice time; send emails to sureties with opposition [REDACTED] [REDACTED]; send Opposition to Mr. Nelson and Mr. Bugni; discussion with Mr. Boschee regarding caselaw; telephone call from Forrest Group [REDACTED] [REDACTED]; review disclosed documents to find WHI labeled and attorney disclosures cited in Opposition	T	2.30 2.30	325.00 325.00	747.50 747.50
9/24/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Begin Draft Default paperwork for Carvalho and CAM publication; receive appellate Notices by email for docketing deadlines; telephone call from Mr. Bugni regarding [REDACTED] [REDACTED]; also review emails regarding moving summary motions from Pezzillo's office; receive assignment to Haberfeld and discuss stipulation with Mr. Boschee	T	1.30 1.30	325.00 325.00	422.50 422.50
9/24/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Message from Mr. Bugni and return call regarding [REDACTED]; email to Mr. Bugni [REDACTED]	T	0.20 0.20	325.00 325.00	65.00 65.00
9/25/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Schedule meeting with Mr. Fergen, Mr. Bugni and Ms. McCombs; draft Application for Default, Affidavit of Shemilly Briscoe in Support of Default and Default for both Angelo Carvalho and CAM Consulting, Inc.	T	2.30 2.30	325.00 325.00	747.50 747.50



# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		and file publication documents; continue work on Opposition research				
9/26/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call with Mr. Bugni regarding [REDACTED] [REDACTED] [REDACTED] [REDACTED]	T	1.60 1.60	325.00 325.00	520.00 520.00
9/27/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Contact Ms. Briseno regarding [REDACTED]; review supreme court rule for information regarding stipulation and discuss call to Judge Haberfeld and Ms. Robinson of draft of settlement statement; review requirements and due dates for settlement statement; review Faux lawsuit against CAM and Carvalho for useful deposition support and discuss with Mr. Boschee; continue draft Opposition; [REDACTED] [REDACTED]; discussion with Ms. Briseno regarding [REDACTED] [REDACTED]	T	2.70 2.70	325.00 325.00	877.50 877.50
9/28/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Meeting at Mojave offices with Mr. Bugni, Mr. Fergen and Ms. McCombs [REDACTED]; receive motion for stay and discuss limited opposition with Mr. Boschee [REDACTED]; emails with Ms. Briseno regarding [REDACTED] schedule conference for pre-meeting	T	3.40 3.40	325.00 325.00	1,105.00 1,105.00
9/29/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft Limited Opposition to Motion for Stay; emails with Ms. Briseno [REDACTED] and [REDACTED]	T	1.10 1.10	325.00 325.00	357.50 357.50
9/30/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Revisions to Limited Opposition; [REDACTED] [REDACTED]	T	3.50 3.50	325.00 325.00	1,137.50 1,137.50

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# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
		[REDACTED]; revise opposition to unlimited due to payment issues; receive discovery requests from Cashman; review 8th Supplement from Cashman; [REDACTED] [REDACTED] agency [REDACTED] oppositions and work completion						
10/2/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review dates with Mr. Boschee to move hearings under stipulation due to court conflicts; send copies of discovery to Ms. Briseno and Mr. Schmitt; send Motion for Stay and Response filing to all parties [REDACTED] [REDACTED] [REDACTED]; emails exchanged with Ms. Briseno regarding [REDACTED] [REDACTED]; send information relating to defaults to all parties and contact clerks office regarding document processing	T		1.70		325.00	552.50
					1.70		325.00	552.50
10/3/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review emails regarding briefing schedule; continue draft of Response to Cashman Motion for Summary Judgment;	T		0.30		325.00	97.50
					0.30		325.00	97.50
10/4/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Prepare for deposition of PMK Whiting Nancy Briseno [REDACTED] [REDACTED]; discuss narrowing settlement issues for meeting with Attorney Lloyd; continue research on Opposition regarding policy language and date requirements for bond; [REDACTED] [REDACTED]; attend deposition; [REDACTED] [REDACTED]	T		4.40		325.00	1,430.00
					4.40		325.00	1,430.00
10/5/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft stipulation regarding new dates for Motions and agreed to hearing dates from the Court; review emails regarding same; begin draft of Settlement Statement regarding Codes issue; coordinate briefs and orders to reference	T		1.50		325.00	487.50
					1.50		325.00	487.50

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
10/6/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete Draft Settlement Brief; review amended affidavits to comply with Court requirements for Secretary of State Service	T	3.40 3.40	325.00 325.00	1,105.00 1,105.00
10/8/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Contact Judge Haberfeld about brief; complete brief draft for Mr. Boschee's review; communications with Attorney Maskas regarding extended dates and issues with filings and obtain stipulation; gather exhibits for brief; file amended Application and Entry of Default for CAM; receive order from Attorney Maskas and comment on the same; [REDACTED] [REDACTED]	T	3.10 3.10	325.00 325.00	1,007.50 1,007.50
10/9/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss research issues with Ms. Bassett for updates; review project files with Ms. Bassett; communications from Attorney Lloyd	T	0.80 0.80	325.00 325.00	260.00 260.00
10/10/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft and submit revised default for CAM for Clerk's approval relating to Secretary of State Service; receive deposition transcripts	T	0.50 0.50	325.00 325.00	162.50 162.50
10/10/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Begin Draft Responses to Interrogatories for Whiting	T	0.40 0.40	325.00 325.00	130.00 130.00
10/10/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss research with Ms. Bassett regarding [REDACTED] (Courtesy Discount/No Charge)	T	0.50 0.50	325.00 0.00	162.50 0.00
10/11/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive deadlines from Supreme Court regarding filing schedule and review docket for changes in	T	0.30 0.30	325.00 325.00	97.50 97.50

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative dates	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
10/11/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research with Mr. [REDACTED] [REDACTED] [REDACTED]	T	0.30 0.30	325.00 325.00	97.50 97.50
10/12/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss DBE lawsuit information with Mr. Boschee and concerns related to depositions; continue work on draft Opposition	T	0.80 0.80	325.00 325.00	260.00 260.00
10/15/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss case research for lien issues with Mr. Miller and findings for surety issues with Ms. Bassett and make decisions regarding brief; [REDACTED] [REDACTED] [REDACTED]	T	2.10 2.10	325.00 325.00	682.50 682.50
10/16/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Follow up with Ms. Briseno regarding [REDACTED] [REDACTED]; review deposition transcripts for further support of motion [REDACTED] [REDACTED]	T	0.60 0.60	325.00 325.00	195.00 195.00
10/19/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Ms. Kasten regarding [REDACTED] [REDACTED] [REDACTED]	T	1.10 1.10	325.00 325.00	357.50 357.50
10/22/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Make additional changes to reply [REDACTED] [REDACTED]; send out final version to parties for review; second call from Ms. Kerbel [REDACTED] [REDACTED]	T	2.80 2.80	325.00 325.00	910.00 910.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
10/23/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review PMK Deposition Notice; send to Ms. Briseno and Mr. Schmitt for scheduling and request dates; receive telephone call from Ms. Briseno regarding [REDACTED]	T		0.50 0.50		325.00 325.00	162.50 162.50
10/25/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss Whiting Interrogatories and deposition coverage/hearing issues	T		0.40 0.40		325.00 325.00	130.00 130.00
10/29/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Contact Ms. Briseno [REDACTED]; [REDACTED] send request to Attorney Lloyd regarding extension for meaningful document production; receive response and send demand to Whiting for the documents; file Notice of Entry for CAM Consulting Default	T		1.10 1.10		325.00 325.00	357.50 357.50
10/30/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive Opposition to Motion to Expunge and review; discussion regarding drafting affidavits; telephone call from Mr. Bugni [REDACTED]	T		0.20 0.20		325.00 325.00	65.00 65.00
10/31/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft Affidavits of Brian Bugni and Nancy Briseno-Rivera in Support of Motion to Expunge or Reduce Mechanic's Lien	T		0.70 0.70		325.00 325.00	227.50 227.50
11/1/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discussion with Ms. Briseno regarding [REDACTED]; revise affidavit in accordance with Mr. Boschee's comments for Reply; revise Reply arguments and	T		2.50 2.50		325.00 325.00	812.50 812.50

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# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		send documents to Ms. Briseno and Mr. Bugni for signature and notary				
11/2/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive comments from Ms. Briseno [REDACTED] [REDACTED]; make Mr. Boschee's revisions to the Reply after discussion regarding offset and completely expunging lien; send draft Reply to all parties for review and comment; file same; receive and review Motion to Amend Complaint from Cashman and send to all parties for review and comment; telephone call from Ms. Briseno regarding [REDACTED] [REDACTED] for [REDACTED]; review bonds on file and send email to Mr. Bugni regarding [REDACTED] [REDACTED] response to [REDACTED]	T	4.30 4.30	325.00 325.00	1,397.50 1,397.50
11/5/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive emails from Ms. Kasten and Mr. McKibben regarding [REDACTED] send copies of final filing to parties; begin processing of documents from Ms. Briseno [REDACTED] [REDACTED] [REDACTED] and email for [REDACTED] receive confirmation from Mr. Bugni [REDACTED] [REDACTED]	T	1.90 1.90	325.00 325.00	617.50 617.50
11/6/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review new motions by counsel including Motion for Stay, Notice of Entry, Reply to Motion for Summary Judgment and Opposition from Rennie regarding Defaults; conference call with Mr. Bugni regarding [REDACTED] [REDACTED] [REDACTED]	T	1.50 1.00	325.00 325.00	487.50 325.00
11/7/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Scheduling depositions for Whiting PMK and Mojave PMK; discussions with Attorney Maskas regarding dates and disclosures; continued work on	T	2.10 2.10	325.00 325.00	682.50 682.50

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# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		Briseno to [REDACTED] second call with Mr. McKibben; evening calls with Ms. Briseno regarding [REDACTED] and [REDACTED] for [REDACTED] or [REDACTED]				
11/15/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Incorrect documents returned to vendor; work to review redactions for purposes of privilege log and to avoid waiver issues with disclosures	T	1.30 1.30	325.00 325.00	422.50 422.50
11/16/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Receipt Of Copy from Pezzillo Lloyd; begin supplement and privilege log; send additional comments for the opposition to Ms. Bassett and receive response to same	T	0.50 0.50	325.00 325.00	162.50 162.50
11/17/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and revise draft Opposition to Fourth Motion to Amend Complaint	T	2.10 2.10	325.00 325.00	682.50 682.50
11/19/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Add case law for unjust enrichment and email copy to all parties, provide to Mr. Boschee for review; make revisions [REDACTED] to [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] on [REDACTED]; discuss supplement and telephone call to Mr. McKibben to discuss; make final changes and file documents	T	2.90 2.90	325.00 325.00	942.50 942.50
11/19/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive docketing statements	T	0.30 0.30	325.00 325.00	97.50 97.50
11/20/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete privilege log and supplement for writing CD of Production	T	1.60 1.60	325.00 325.00	520.00 520.00



# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
11/27/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive new notice from Supreme Court regarding conference and calendar same, confirm changes sent to Mr. Bugni; emails with Ms. Briseno and telephone call to Ms. Briseno; conference with Mr. Boschee regarding Mr. Schmitt's participation and employee with availability issues due to medical situation	T	0.50 0.50	325.00 325.00	162.50 162.50
11/28/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review subpoenas regarding documents from Pezzillo's office and send to Mr. Phillips, requests regarding entity representation and timing; letter to Quivx regarding overages and demand of reduction; draft representation letter for Mr. Phillips and send	T	1.40 1.40	325.00 325.00	455.00 455.00
11/29/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive personal subpoena and Notice of Deposition and send to Mr. Phillips with instructions; telephone call from Ms. Maskew at Attorney Coleman's regarding Joinder to Motion and depositions/failure of proper consolidation and contact with the Court	T	0.50 0.50	325.00 325.00	162.50 162.50
11/30/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive subpoena information regarding ownership of property and retention information from Mr. Phillips; [REDACTED] [REDACTED]	T	0.40 0.40	325.00 325.00	130.00 130.00
12/3/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call from Judge Haberfeld to reschedule; telephone call to Mr. Phillips [REDACTED] [REDACTED] in [REDACTED] emails from Ms. Briseno regarding [REDACTED] [REDACTED]	T	1.70 1.70	325.00 325.00	552.50 552.50

## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
12/4/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone conference with Attorney Sabatine, Mr. Louttit, and Mr. Phillips regarding [REDACTED] [REDACTED]; follow up emails with Attorney Sabatine; draft affidavits regarding lack of documents for Forest Entities; telephone call to Attorney Lloyd regarding how to handle subpoena for Mr. Phillips and supplement of documents; receive confirmation of the date and send final email to all parties; discuss subpoena by telephone with Attorney Maskas	T	2.30 2.30	325.00 325.00	747.50 747.50
12/5/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails regarding Declarations from Mr. Lisbon at Forest City; telephone call from Mr. Phillips; meeting with Mr. Louttit [REDACTED] [REDACTED]; contact litigation services regarding conversion and labeling of documents to produce; review hard copies supplemented; emails from Attorney Maskas regarding rescheduling deposition with Mr. Bugni and responses to same; follow up regarding subpoenas	T	1.40 1.40	325.00 325.00	455.00 455.00
12/6/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive final declaration from QH and response regarding originals required; draft and send cover letter, receipt of copy and Declarations for immediate submission to Cashman; schedule meeting with Mr. Phillips	T	0.90 0.90	325.00 325.00	292.50 292.50
12/7/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails from Attorney Maskas regarding subpoenas and deposition scheduling; telephone call from Attorney Maskas and decision to move Mr. Bugni and Owner Phillips depositions due to documents	T	0.60 0.60	325.00 325.00	195.00 195.00
12/11/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Schedule January Depositions with Attorney Maskas and Mr. Bugni; receive and review Cashman's Reply in Support of Motion for Certification of Default Judgments against CAM and	T	0.30 0.30	325.00 325.00	97.50 97.50

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		Carvalho; send out documents to all parties for review and questions regarding the default				
12/11/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive and review response from Ms. Kasten regarding Reply	T	0.20 0.20	325.00 325.00	65.00 65.00
12/12/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment [REDACTED]	T	1.40 1.40	325.00 0.00	455.00 0.00
12/12/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discussion with Attorney Lloyd regarding redaction of CD of documents and reduction of plans; [REDACTED]	T	1.90 1.90	325.00 325.00	617.50 617.50
12/14/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive Briseno Deposition transcript and send to Ms. Briseno-Rivera for corrections; receive response [REDACTED]	T	0.40 0.40	325.00 325.00	130.00 130.00
12/17/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend hearing regarding default judgments and send summary to all parties [REDACTED] [REDACTED] telephone call with Mr. Bugni [REDACTED] [REDACTED] [REDACTED] and create synopsis [REDACTED]	T	2.70 2.70	325.00 325.00	877.50 877.50
12/18/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive Reply from Attorney Maskas and review	T	0.50 0.50	325.00 325.00	162.50 162.50

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		same for hearing Friday; receive emails from Sureties [REDACTED]				
12/20/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive changes to text of deposition from Ms. Briseno-Rivera; prepare disclosures for David Phillips; review CD and telephone call with Mr. Phillips [REDACTED]	T	1.70 1.70	325.00 325.00	552.50 552.50
12/21/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss preparation of disclosure with Mr. Miller; review deposition comments from Ms. Briseno-Rivera and telephone her regarding [REDACTED] [REDACTED]; update from Mr. Boschee regarding hearing and contact	T	0.30 0.30	325.00 325.00	97.50 97.50
12/24/2012	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails to Mr. Phillips regarding [REDACTED] [REDACTED] [REDACTED]	T	0.40 0.40	325.00 325.00	130.00 130.00
1/3/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive Order Conditionally Imposing Sanctions for Failure to File Case Appeal Statement Timely	T	0.20 0.20	325.00 325.00	65.00 65.00
1/3/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive emails from Attorney Lloyd and Mr. Boschee regarding confirmation that the Settlement Conference of January 8 was rescheduled; follow up emails with counsel regarding same; email to Mr. Phillips regarding [REDACTED] [REDACTED] regarding same	T	0.70 0.70	325.00 325.00	227.50 227.50
1/7/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review email from Ms. Briseno regarding [REDACTED] [REDACTED] [REDACTED]	T	0.60 0.60	325.00 325.00	195.00 195.00

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
1/8/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails with counsel regarding setting up of deposition times [REDACTED] ni [REDACTED] preparation for and meeting with Mr. Phillips; continued work on default research and documentation	T		3.60		325.00	1,170.00
					3.60		325.00	1,170.00
1/8/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive Supreme Court Filing Statement and discuss with Mr. Boschee regarding Judge Haberfeld	T		0.20		325.00	65.00
					0.20		325.00	65.00
1/9/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Update Mr. Boschee regarding meeting with Mr. Phillips [REDACTED] s [REDACTED] regarding [REDACTED] [REDACTED]	T		0.90		325.00	292.50
					0.90		325.00	292.50
1/10/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive transcript forms and update from Ms. Briseno; continue to work on default judgments and review 50 USC App 521 requirements	T		0.30		325.00	97.50
					0.30		325.00	97.50
1/11/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Meeting with Mr. Boschee [REDACTED] [REDACTED] review letters from transcriber regarding Ms. Briseno's changes and the Fergren deposition; continue work on default judgment documentation, fees assessments and receive confirmation regarding fees accumulation and inclusion from Mr. Boschee	T		3.40		325.00	1,105.00
					3.40		325.00	1,105.00
1/14/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review support documentation for default judgment filings; locate and review outside contract invoices pursuant to deposition issues regarding CAM and discuss with Mr. Boschee as it pertains to summary judgment and new motion	T		2.50		325.00	812.50
					2.50		325.00	812.50

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
1/15/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails from Ms. Briseno regarding [REDACTED] [REDACTED]; complete review of CAM file for necessary default documents and contact Mr. Bugni regarding same; follow up email from Ms. Briseno [REDACTED] [REDACTED]	T	1.40 1.40	325.00 325.00	455.00 455.00
1/16/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive Notices of Deposition for Rennie, Meiers, and Iron; send Notice to Mr. Meiers [REDACTED] [REDACTED] [REDACTED] [REDACTED]	T	0.70 0.70	325.00 325.00	227.50 227.50
1/17/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete draft Declaration of Mr. Bugni and note missing support for purposes of conference; discuss principal with Mr. Boschee and how to calculate for overall default	T	1.70 1.70	325.00 325.00	552.50 552.50
1/18/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete Memorandum of Costs and receive additional materials from Mr. Bugni; continue draft of Attorney Fee application	T	1.80 1.80	325.00 325.00	585.00 585.00
1/22/2013	SAB	*15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive status request and follow up regarding Settlement Conference with Ms. Briseno; [REDACTED] all [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] Boschee regarding settlement conference with Judge Haberfeld; send summarizing document to Ms. Briseno [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] begin draft Answer to Fourth Amended Complaint; receive transcripts for Mr. Bugni	T	2.30 2.30	325.00 325.00	747.50 747.50

## Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
1/23/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails with Whiting Turner [REDACTED] of [REDACTED] complete draft of default documents and review of all invoices with spreadsheet and totals for CAM; receive deposition transcripts of Mr. Bugni and Mr. Phillips for review	T	1.40 1.40	325.00 325.00	455.00 455.00
1/23/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Meeting with Mr. Meiers re [REDACTED] (Courtesy Discount/No Charge)	T	1.30 1.30	0.00 0.00	0.00 0.00
1/24/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Redact Attorney Fee Information for Default Judgment application	T	0.50 0.50	325.00 325.00	162.50 162.50
1/25/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Polish documents, change exhibits and remove amounts and provide default package to Mr. Boschee for review	T	0.70 0.70	325.00 325.00	227.50 227.50
1/28/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and redact 65 pages of attorney fee entries for default applications	T	2.10 2.10	325.00 325.00	682.50 682.50
1/29/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Emails from Attorney Maskas regarding supplement of invoice documents and discussion with Mr. Boschee regarding production; send documents and information regarding lack of communication by Judge Haberfeld and necessity to move the ball forward and receive response to same; continue work on default information to include both defendants for joint and several liability; bates and serve Fourth Supplement; telephone call from Ms. Briseno-Rivera regarding [REDACTED] [REDACTED] request Mr. Miller complete joint liability changes for declaration and verify amounts and discussion of same	T	2.10 2.10	325.00 325.00	682.50 682.50

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# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
2/7/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Finalize Motion to Dismiss with new information [REDACTED] [REDACTED] make minor modifications to Answer and prepare to file; file Motion and Answer and serve; correct Phillips deposition and correspond regarding same by email to obtain certificate; email changes on certificate with signature to Depo International; [REDACTED]	T		3.80 3.80		335.00 335.00	1,273.00 1,273.00
2/8/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review emails regarding notices and responses from Mr. Bugni; discuss same with Mr. Boschee; send transcript to service with Phillips changes; receive final filing confirmations of Motion to Dismiss and Answer to Fourth Amended Complaint	T		0.50 0.50		335.00 335.00	167.50 167.50
2/11/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Response to Mr. Haney's email regarding Mojave litigation and providing litigation information (Courtesy Discount/No Charge)	T		0.30 0.30		0.00 0.00	0.00 0.00
2/11/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Complete Certificate of Mailing for documents last Friday late delivery and check service with Mr. Boschee	T		0.30 0.30		335.00 335.00	100.50 100.50
2/12/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone call from Mr. Meiers and discussion with Mr. Boschee regarding Attorney Lloyd's response	T		0.50 0.50		335.00 335.00	167.50 167.50
2/21/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and discuss emails regarding potential settlement and related issues; receive deposition notices and discuss Meiers notice with Mr. Boschee	T		0.30 0.30		335.00 335.00	100.50 100.50

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
2/22/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Send letter from Depo International to Mr. Meiers [REDACTED]	T	0.20 0.20	335.00 335.00	67.00 67.00
2/25/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Email from Ms. Briseno regarding [REDACTED] [REDACTED]; discussion with Mr. Boschee regarding status of Mojave communications and general status email for all parties; two telephone calls from Mr. Bugni regarding [REDACTED] [REDACTED] email to Cashman related to CAM bail	T	1.30 1.30	335.00 335.00	435.50 435.50
2/26/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Reach out to Attorney Lloyd regarding bail writ; confirm hearing with Judge Haberfeld; [REDACTED] [REDACTED]	T	1.90 1.90	0.00 0.00	0.00 0.00
2/27/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Conference with Mr. Nelson and Mr. Bugni regarding [REDACTED] [REDACTED]	T	2.90 2.90	0.00 0.00	0.00 0.00
2/28/2013	SAB	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Prepare for and attend settlement conference with Judge Haberfeld and Mr. Bugni; follow up research regarding Carvalho criminal matter and send information to Mr. Bugni and Mr. Carvalho; [REDACTED] [REDACTED]	T	2.50 2.50	335.00 335.00	837.50 837.50
Professional: Shernilly A. Briscoe			Worked:	439.20		139,906.00
			Billed:	436.70		132,793.50
Professional: Dennis R. Haney						
8/3/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Meeting with Mr. Nelson and Mr. Bugni [REDACTED]	T	1.40 1.40	495.00 495.00	693.00 693.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
8/3/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive documentation requested at the earlier meeting and read through same; receive and begin reading the lawsuit filed by Cashman	T	2.00 2.00	495.00 495.00	990.00 990.00
8/11/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review new documents received and discuss how to proceed regarding the same and additional information needed.	T	1.10 1.10	495.00 495.00	544.50 544.50
8/15/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment [redacted]; read documentation relating to the Cashman claim	T	0.60 0.60	495.00 495.00	297.00 297.00
8/29/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Read through and mark up proposed Joint Defense Agreement; follow up with issues relating [redacted] for the [redacted] or the [redacted] purpose of preparing [redacted] in [redacted] in the joint [redacted]	T	1.00 1.00	495.00 495.00	495.00 495.00
9/26/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Call from the bonding company representative [redacted]	T	0.30 0.30	495.00 495.00	148.50 148.50
10/4/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Telephone discussion with Attorney Touton [redacted]	T	0.25 0.25	495.00 495.00	123.75 123.75
10/7/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Receive request from Attorney Touton, [redacted]	T	0.25 0.25	495.00 495.00	123.75 123.75

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		[REDACTED] [REDACTED]				
10/12/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Follow up with issues relating to the representation of the surety [REDACTED]	T	0.25 0.25	495.00 495.00	123.75 123.75
10/25/2011	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss additional claims that can be made against Cashman; receive information regarding demand to general contractor's bonding company [REDACTED]	T	0.40 0.40	495.00 495.00	198.00 198.00
1/25/2012	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss bond issues and how to proceed and alternative methods of proceeding with Cashman claims	T	0.25 0.25	495.00 495.00	123.75 123.75
8/7/2012	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss lien issues and potential deficiencies as Cashman in sending their Notice and how they may impact the claims	T	0.40 0.40	495.00 495.00	198.00 198.00
9/18/2012	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discuss strategy regarding [REDACTED] [REDACTED] motion to have the matter [REDACTED] rather than later as well as related [REDACTED]	T	0.40 0.40	495.00 495.00	198.00 198.00
12/13/2012	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Check over pleadings per discussion with Mr. Nelson and Mr. Bugni [REDACTED]s [REDACTED] draft status letter and information to provide ( [REDACTED]s [REDACTED]s [REDACTED]s); finalize and send status	T	1.00 1.00	495.00 495.00	495.00 495.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		letter to Mr. Nelson and Mr. Bugni [REDACTED] [REDACTED]				
2/7/2013	DRH	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Read through new documentation received and discuss strategy; conference call with Mr. Nelson and Mr. Bugni	T	0.60 0.60	495.00 495.00	297.00 297.00
Professional: Dennis R. Haney			Worked:	10.20		5,049.00
			Billed:	10.20		5,049.00
Professional: William N. Miller						
12/8/2011	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research [REDACTED] [REDACTED]	T	2.80 2.80	225.00 225.00	630.00 630.00
12/14/2011	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft Motion to Consolidate	T	1.90 1.90	225.00 225.00	427.50 427.50
4/10/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Prepare for and attend Supplemental ECC out of office	T	1.80 1.80	235.00 235.00	423.00 423.00
4/19/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and edit Responses to Requests for Productions	T	1.70 1.70	235.00 235.00	399.50 399.50
7/30/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research: ( [REDACTED] [REDACTED] and [REDACTED] an [REDACTED] of [REDACTED]	T	2.20 2.20	235.00 235.00	517.00 517.00

# Transactions Listing with billed amounts

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
8/10/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review, edit, and revise Motion for Summary Judgment of Surety Payment and License Bond Claims; research case law regarding [REDACTED] [REDACTED] as [REDACTED]	T	3.40 3.40	235.00 235.00	799.00 799.00
8/14/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft: (1) Declaration of Roxanne H. Kasten in Support of Motion for Summary Judgment; and (2) Declaration of Susan Getz Kerbel in Support of Motion for Summary Judgment	T	1.00 1.00	235.00 235.00	235.00 235.00
10/15/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research: (1) [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	T	2.80 2.80	235.00 235.00	658.00 658.00
10/16/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft the following sections in the Reply to Cashman Equipment Company's Opposition to Motion for Summary: (1) pursuant to the plain language of NRS §108.245, the Pre-Lien could only reference equipment furnished or work performed on or after March 20, 2011; (2) Cashman failed to fully or substantially comply with NRS §108.245, and thus, both the Pre-Lien and Lien should only be for a maximum amount of \$329.71; and (3) Cashman has improperly liened for work that remains unperformed under its contract and for amounts that fall outside of the allowable costs under NRS §108.245(6); edit all three sections	T	4.30 4.30	235.00 235.00	1,010.50 1,010.50
10/17/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research case law regarding [REDACTED] [REDACTED]	T	2.70 2.70	235.00 235.00	634.50 634.50

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
10/18/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft conclusion and introduction of Reply; review and edit in detail the Reply, including reviewing the cases cited to in the Reply	T		4.80		235.00	1,128.00
					4.80		235.00	1,128.00
10/26/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Check docket to ascertain whether an opposition has been filed to the motion to expunge	T		0.20		235.00	47.00
					0.20		235.00	47.00
10/30/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Opposition to Motion to Expunge; start drafting reply to said opposition	T		1.90		235.00	446.50
					1.90		235.00	446.50
10/31/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue drafting Reply to Opposition to Motion to Expunge	T		5.10		235.00	1,198.50
					4.10		235.00	963.50
11/1/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue to draft Reply; edit Reply; revise Reply and incorporate comments supplied by Ms. Briscoe; edit same	T		2.40		235.00	564.00
					1.40		235.00	329.00
11/7/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Cashman's Reply in Support of Counter-motion for Summary Judgment (no charge)	T		0.20		0.00	0.00
					0.20		0.00	0.00
11/13/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Whiting Documents [REDACTED]	T		6.30		235.00	1,480.50
					6.30		235.00	1,480.50
11/14/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue review of Whiting Documents [REDACTED] [REDACTED]	T		3.30		235.00	775.50
					2.30		235.00	540.50



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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
12/21/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft Letter to Jennifer Lloyd in Response to Subpoena Duces Tecum for David R. Phillips, as Employee of Forest City Commercial Construction; edit letter; [REDACTED]	T	1.60 1.60	235.00 235.00	376.00 376.00
12/26/2012	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Edit letter to Jennifer Lloyd in Response to Subpoena Duces Tecum for David R. Phillips, as Employee of Forest City Commercial Construction; email client [REDACTED]; email correspondences with client [REDACTED]; telephone call with Mr. Sabatine [REDACTED]; [REDACTED], finalize response letter; [REDACTED]	T	1.30 1.30	235.00 235.00	305.50 305.50
1/7/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Pursuant to Ms. Briscoe's request, pull Certified Fire Protection Inc. v. Precision Construction, Inc., a 2012 Nevada Supreme Court case	T	0.20 0.20	235.00 235.00	47.00 47.00
1/29/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Revise and edit: (1) application for default judgment; (2) declaration in support of application for default judgment; (3) affidavits in support of application for default judgment; (4) notice of hearing regarding application for default judgment; and (5) default judgment; insert joint and severally liability into all documents and verify total amount due and owing	T	1.60 1.60	235.00 235.00	376.00 376.00
2/4/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Fourth Amended Complaint; draft Owner's Motion to Dismiss or Alternatively, Motion for Summary Judgment; research Nevada law regarding [REDACTED]; review deposition transcript of David Phillips for use in said motion to dismiss	T	4.90 4.90	245.00 245.00	1,200.50 1,200.50

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
2/5/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Include into Motion to Dismiss argument relating to close of discovery and no evidence has been found regarding owner's knowledge and owner's retention of any money; edit Motion to Dismiss	T	1.70 1.70	245.00 245.00	416.50 416.50
3/13/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Opposition to Motion for Summary Judgment; edit same; Incorporate citations into Opposition	T	1.90 1.90	245.00 245.00	465.50 465.50
3/14/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue to incorporate citations into Opposition; edit and revise Opposition	T	0.60 0.60	245.00 245.00	147.00 147.00
3/27/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review and edit Supplement to Motion to Expunge Lien and Opposition to Motion for Summary Judgment on Payment Bond and Lien Claims; review and edit default judgment paperwork against CAM and Calvalho	T	3.60 3.60	245.00 245.00	882.00 882.00
4/16/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment [REDACTED] [REDACTED] [REDACTED]	T	0.40 0.40	245.00 245.00	98.00 98.00
6/6/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Motion for Attorneys' Fees and Costs	T	0.30 0.30	245.00 245.00	73.50 73.50
6/10/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft Owners' Answer to Fourth Amended Complaint; edit same	T	1.50 1.50	245.00 245.00	367.50 367.50
6/17/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft Opposition to Motion for Award of Attorney's	T	3.00 3.00	245.00 245.00	735.00 735.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		Fees and Costs and Declaration of Mr. Boschee in support of Opposition				
6/18/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Edit and revise Opposition, incorporating changes supplied by Mr. Boschee; edit and revise Declaration of Mr. Boschee in support of Opposition	T	1.50 1.50	245.00 245.00	367.50 367.50
6/19/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Edit Opposition and Declaration by incorporating Mr. Boschee's comments	T	0.20 0.20	245.00 245.00	49.00 49.00
6/20/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Finalize Opposition and Declaration of Brian Boschee in support of Opposition for filing purposes	T	0.20 0.20	245.00 245.00	49.00 49.00
7/3/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Reply to Motion for Attorneys' Fees	T	0.30 0.30	245.00 245.00	73.50 73.50
8/26/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft Owners 16.1 Disclosures	T	1.10 1.10	245.00 245.00	269.50 269.50
9/19/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend Calendar Call	T	0.70 0.70	245.00 245.00	171.50 171.50
10/17/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend hearing on Plaintiff's Motion to Certify the Default Judgment	T	0.70 0.70	245.00 245.00	171.50 171.50
10/31/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend calendar call for case (no charge)	T	1.00 1.00	0.00 0.00	0.00 0.00
11/7/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Cashman's disclosures, Mojave's	T	1.20 1.20	245.00 245.00	294.00 294.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		disclosures, and Owner's disclosures				
11/14/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review disclosures and witness list for purposes of meeting with opposing counsel this afternoon	T	1.00 1.00	245.00 245.00	245.00 245.00
11/14/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend conference with opposing counsel regarding pre-trial disclosures and upcoming trial (no charge)	T	2.00 2.00	0.00 0.00	0.00 0.00
12/3/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend Pretrial Chambers Meeting with Judge and Opposing Counsel (no charge)	T	1.30 1.30	245.00 0.00	318.60 0.00
12/17/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Email and phone correspondence with opposing counsel regarding exhibit lists and exhibit binders; revise exhibit list and send same to opposing counsel	T	0.70 0.70	245.00 245.00	171.50 171.50
12/19/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Email correspondence with opposing counsel regarding Mr. Phillips' availability	T	0.20 0.20	245.00 245.00	49.00 49.00
12/27/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Research regarding [REDACTED] [REDACTED] on; [REDACTED] to OAM and [REDACTED] interest (see) for [REDACTED]	T	2.30 2.30	245.00 245.00	563.50 563.50
12/30/2013	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Discussion with opposing counsel regarding subpoenas, exhibit binders, and exhibit lists; research Nevada law regarding [REDACTED] [REDACTED] of how to [REDACTED]	T	3.60 3.60	245.00 245.00	882.00 882.00

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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
1/14/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Meeting with client regarding ██████████ review documents to ascertain battery invoice for approximately \$80,000	T	1.40 1.40	245.00 245.00	343.00 343.00
1/15/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review documents to ascertain offset amounts; gather exhibits thereto; email opposing counsel additional proposed documents to be added to the exhibit list; edit/revise trial brief	T	2.80 2.80	245.00 245.00	686.00 686.00
1/16/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Multiple email correspondences with opposing counsel regarding trial brief and exhibits; review and finalize trial brief; review plaintiffs' trial brief	T	2.10 2.10	245.00 245.00	514.50 514.50
1/17/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Gather relevant documents for trial on Tuesday; review relevant documents for trial on Tuesday	T	1.10 1.10	245.00 245.00	269.50 269.50
1/20/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review relevant pleadings for trial tomorrow; prepare for trial tomorrow	T	2.20 2.20	245.00 245.00	539.00 539.00
1/21/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Prepare for and attend trial	T	6.00 6.00	245.00 245.00	1,470.00 1,470.00
1/22/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Prepare for and attend trial; start preparing for closing arguments tomorrow	T	6.80 6.80	245.00 245.00	1,666.00 1,666.00
1/23/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft damage alternative calculation; draft spreadsheet regarding Mojave's costs; prepare for	T	7.40 7.40	245.00 245.00	1,813.00 1,813.00

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# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		and attend closing arguments in case				
1/24/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Attend Court regarding decision in action; meeting with clients [REDACTED]	T	3.00 3.00	245.00 245.00	735.00 735.00
1/27/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Start drafting Motion for Relief Under Rule 60(b) and Attorneys' Fees Motion	T	1.60 1.60	245.00 245.00	392.00 392.00
1/28/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment [REDACTED]	T	0.40 0.40	0.00 0.00	0.00 0.00
2/4/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Review Court's transcript for the last day of trial in preparation of drafting Findings of Facts and Conclusions of Law	T	0.60 0.60	245.00 245.00	147.00 147.00
2/6/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Start drafting Findings of Fact and Conclusions of Law including the following sections: (1) Introduction; and (2) Findings of Facts	T	1.60 1.60	245.00 245.00	392.00 392.00
2/10/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue to draft Findings of Facts and Conclusions of Law including the following sections: (1) Findings of Facts; (2) Conclusions of Law - Claims for Relief Asserted; and (3) Conclusions of Law - Equitable Fault Relating to Contracting with CAM	T	2.90 2.90	245.00 245.00	710.50 710.50
2/11/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue to draft Findings of Facts/Conclusions of Law including the following sections: (1) Conclusions of Law - Equitable Fault Relating to Contracting with CAM; (2) Conclusions of Law - Damages; and (3) Order; edit and revise Findings of Facts/Conclusions of Law	T	3.50 3.50	245.00 245.00	857.50 857.50

## Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
2/12/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Draft the following for an application for default judgment: (1) Application for Default Judgment; (2) Affidavit of BWB in support of Application; (3) Memo of Costs; (4) Default Judgment; and (5) Affidavit of Brian Bugni in support of Application	T		1.50		245.00	367.50
					1.50		245.00	367.50
2/13/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Edit and revise Findings of Facts and Conclusions of Law to incorporate comments supplied by Mr. Boschee	T		0.30		245.00	73.50
					0.30		245.00	73.50
2/14/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Edit and revise Findings of Facts and Conclusions of Law	T		0.20		245.00	49.00
					0.20		245.00	49.00
2/21/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Revise and edit Findings of Facts/Conclusions of Law; send same to opposing counsel for review and comment	T		0.60		245.00	147.00
					0.60		245.00	147.00
2/28/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Continue to draft default judgment paperwork against CAM and Carvalho	T		2.40		245.00	588.00
					2.40		245.00	588.00
3/3/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Edit and revise Application for default Judgment paperwork	T		0.80		245.00	196.00
					0.80		245.00	196.00
3/7/2014	WNM	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Phone conference with opposing counsel regarding proposed findings and facts and conclusions of law and settlement of action	T		0.40		245.00	98.00
					0.40		245.00	98.00



# Transactions Listing with billed amounts

fees and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
		Professional: William N. Miller	Worked:	147.50		34,675.50
			Billed:	144.50		33,652.00
		Grand Total	Worked:	997.10		326,380.50
			Billed:	987.10		316,844.50

# **EXHIBIT 1-B**

# **EXHIBIT 1-B**

1 **MEMC**

2 BRIAN W. BOSCHKEE, ESQ.

3 Nevada Bar No. 7612

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

5 WILLIAM N. MILLER, ESQ.

6 Nevada Bar No. 11658

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

8 COTTON, DRIGGS, WALCH,

9 HOLLEY, WOLOSON & THOMPSON

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

Telephone: 702/791-0308

Facsimile: 702/791-1912

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 CASHMAN EQUIPMENT COMPANY, a  
13 Nevada corporation,

14 Plaintiff,

15 v.

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

Defendants.

AND RELATED MATTERS.

Case No.: A642583  
Dept. No.: 32

(Consolidated with Case No. A653029)

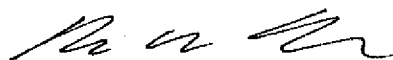
**MEMORANDUM OF COSTS  
AND DISBURSEMENTS**

**MEMORANDUM OF COSTS**  
**AND DISBURSEMENTS**

1		
2		
3	Filing fees.....	\$ 2,715.64
4	Service of Process	\$ 932.10
5	Research	\$ 3793.06
6	Court Reporter	\$ 6,970.38
7	Photocopies	\$ 2,155.05
8	Postage	\$ 156.22
9	Publication	\$ 320.00
10	Recording	\$ 41.00
11	Delivery	\$ 610.00
12	Facsimile	\$ 3.00
13	Witness Fee	\$ 10.00
14	Copy Fee	\$ 1,397.53
15	Federal Express	\$ 25.57
16		
17	<b>Total</b>	<b>\$ 19,129.55</b>
18		
19	...	
20	...	
21	...	
22	...	
23	...	
24	...	
25	...	
26	...	
27	...	
28	...	

1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF CLARK )

4 BRIAN W. BOSCHKEE, being duly sworn, states: that affiant is one of the attorneys for  
5 Defendants/Counterclaimants/Crossclaimants in this action and has personal knowledge of the  
6 above costs and disbursements expended; that the items contained in the above memorandum are  
7 true and correct to the best of this affiant's knowledge and belief; and that the said disbursements  
8 have been necessarily incurred and paid in this action.

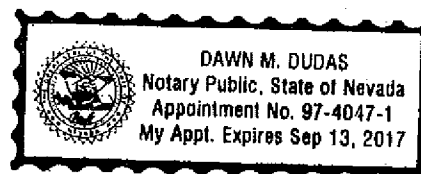
9 

BRIAN W. BOSCHKEE, ESQ.  
Nevada Bar No. 7612

10 Attorney for Defendants West Edna, Ltd., dba  
11 Mojave Electric, Western Surety Company, The  
12 Whiting Turner Contracting Company and  
13 Fidelity and Deposit Company of Maryland,  
14 Travelers Casualty and Surety Company of  
America, QH Las Vegas, LLC, PQ Las Vegas,  
LLC, LWTIC Successor LLC, and FC/LW Vegas  
Counterclaimant and Crossclaimant

15 SIGNED AND SWORN to before me this  
16 day of March, 2014.

17   
18 NOTARY PUBLIC



# **EXHIBIT 1-C**

# **EXHIBIT 1-C**

# Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
<b>Component: cf</b>						
1/8/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Copy fee	cf	1.00 1.00	140.05 140.05	140.05 140.05
2/28/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Copy fee	cf	1.00 1.00	999.93 999.93	999.93 999.93
3/17/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Copy fee	cf	1.00 1.00	257.55 257.55	257.55 257.55
			Component: cf	Worked:	3.00	1,397.53
				Billed:	3.00	1,397.53
<b>Component: cr</b>						
10/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Court reporter	cr	1.00 1.00	300.85 300.85	300.85 300.85
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Court reporter	cr	1.00 1.00	690.10 690.10	690.10 690.10
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Court reporter	cr	1.00 1.00	1,119.35 1,119.35	1,119.35 1,119.35
11/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Court reporter	cr	1.00 1.00	244.80 244.80	244.80 244.80
11/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Court reporter	cr	1.00 1.00	172.10 172.10	172.10 172.10
2/12/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Court reporter	cr	1.00 1.00	174.45 174.45	174.45 174.45

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# Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
2/12/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Courtreporter	cr	1.00 1.00	442.75 442.75	442.75 442.75
2/12/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Courtreporter	cr	1.00 1.00	224.15 224.15	224.15 224.15
12/24/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Courtreporter	cr	1.00 1.00	159.65 159.65	159.65 159.65
12/24/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Courtreporter	cr	1.00 1.00	204.40 204.40	204.40 204.40
1/28/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Courtreporter	cr	1.00 1.00	2,000.00 2,000.00	2,000.00 2,000.00
1/31/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Courtreporter	cr	1.00 1.00	1,237.78 1,237.78	1,237.78 1,237.78
			Component: cr	Worked:	12.00	6,970.38
				Billed:	12.00	6,970.38
<b>Component: de</b>						
9/12/2011	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
10/31/2011	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	2.00 2.00	10.00 10.00	20.00 20.00
1/11/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	3.00 3.00	10.00 10.00	30.00 30.00



## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
1/31/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	3.00	10.00	30.00
				3.00	10.00	30.00
5/4/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	5.00	10.00	50.00
				5.00	10.00	50.00
7/10/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00	10.00	10.00
				1.00	10.00	10.00
7/16/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00	10.00	10.00
				1.00	10.00	10.00
7/17/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00	10.00	10.00
				1.00	10.00	10.00
7/18/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00	10.00	10.00
				1.00	10.00	10.00
7/18/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00	10.00	10.00
				1.00	10.00	10.00
7/18/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00	10.00	10.00
				1.00	10.00	10.00
7/18/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00	10.00	10.00
				1.00	10.00	10.00
7/19/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00	10.00	10.00
				1.00	10.00	10.00

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value	
				Stm	Units	Stm	Price	Ext	Amount
7/24/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
7/26/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
7/27/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
7/27/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
8/1/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
8/9/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
8/10/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
9/10/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
9/18/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
9/26/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value	
				Stm	Units	Stm	Price	Ext	Amount
10/2/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
10/2/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
10/2/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
10/8/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
10/8/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
10/10/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
10/11/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
10/18/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
11/5/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
11/6/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value	
				Stm	Units	Stm	Price	Ext	Amount
11/13/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
11/15/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
11/15/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
11/28/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
12/7/2012	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
1/9/2013	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
1/29/2013	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
1/29/2013	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
2/11/2013	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00
3/19/2013	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de		1.00		10.00		10.00
					1.00		10.00		10.00

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
4/5/2013	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
4/8/2013	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
12/30/2013	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
12/30/2013	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
1/13/2014	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
1/15/2014	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
1/16/2014	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
1/31/2014	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
1/31/2014	RC	15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Delivery Charges	de	1.00 1.00	10.00 10.00	10.00 10.00
			Component: de	Worked:	61.00	610.00
				Billed:	61.00	610.00

# Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
<b>Component: FAX</b>						
6/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Fax	FAX	9.00 9.00	0.25 0.25	2.25 2.25
6/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Fax	FAX	1.00 1.00	0.25 0.25	0.25 0.25
9/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Fax	FAX	2.00 2.00	0.25 0.25	0.50 0.50
Component: FAX				Worked:	12.00	3.00
				Billed:	12.00	3.00
<b>Component: fe</b>						
10/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Federal Express	fe	1.00 1.00	25.57 25.57	25.57 25.57
Component: fe				Worked:	1.00	25.57
				Billed:	1.00	25.57
<b>Component: ff</b>						
7/29/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	32.00 32.00	32.00 32.00
8/30/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	60.00 60.00	60.00 60.00
11/30/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	294.99 294.99	294.99 294.99

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
11/30/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		233.19	233.19
					1.00		233.19	233.19
11/30/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
11/30/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
11/30/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
11/30/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
11/30/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
12/22/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
1/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		233.19	233.19
					1.00		233.19	233.19
1/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
1/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value	
				Stm	Units	Stm	Price	Ext	Amount
1/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
1/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
1/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
1/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
2/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
2/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
2/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
2/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
2/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
2/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50
2/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50		3.50
					1.00		3.50		3.50



## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
2/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
3/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	209.50 209.50	209.50 209.50
3/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
6/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
7/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	233.19 233.19	233.19 233.19
7/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
7/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
7/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
7/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
7/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	209.50 209.50	209.50 209.50

# Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
10/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50

# Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units		Price		Value
				Stm	Units	Stm	Price	Ext Amount
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff		1.00		3.50	3.50
					1.00		3.50	3.50

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
1/3/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
1/3/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
2/28/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	325.89 325.89	325.89 325.89
2/28/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	209.50 209.50	209.50 209.50
2/28/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	233.19 233.19	233.19 233.19
2/28/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
2/28/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50

# Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
4/15/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
4/15/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
4/30/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
4/30/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
6/28/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
7/31/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
1/31/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	165.00 165.00	165.00 165.00
2/28/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Filing fee	ff	1.00 1.00	3.50 3.50	3.50 3.50
			Component: ff	Worked:	91.00	2,715.64
				Billed:	91.00	2,715.64
			Component: lr			
12/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Lexis online research	lr	1.00 1.00	7.89 7.89	7.89 7.89

## Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
12/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Lexis online research	lr	1.00 1.00	1,230.95 1,230.95	1,230.95 1,230.95
			Component: lr	Worked: 2.00		1,238.84
				Billed: 2.00		1,238.84
Component: or						
8/8/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Online research	or	1.00 1.00	554.53 554.53	554.53 554.53
9/21/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Online research	or	1.00 1.00	331.89 331.89	331.89 331.89
10/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Online research	or	1.00 1.00	2.79 2.79	2.79 2.79
11/8/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Online research	or	1.00 1.00	631.27 631.27	631.27 631.27
2/28/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Online research	or	1.00 1.00	15.65 15.65	15.65 15.65
3/29/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Online research	or	1.00 1.00	25.27 25.27	25.27 25.27
7/11/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Online research	or	1.00 1.00	31.70 31.70	31.70 31.70
2/28/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Online research	or	1.00 1.00	74.34 74.34	74.34 74.34



# Transactions Listing with billed amounts

costs and matter id='15775-72' and not hidden

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
			Component: or	Worked:	8.00	1,667.44
				Billed:	8.00	1,667.44
Component: pc						
9/20/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	22.00 22.00	0.15 0.15	3.30 3.30
10/7/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	25.00 25.00	0.15 0.15	3.75 3.75
12/19/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	673.00 673.00	0.15 0.15	100.95 100.95
1/12/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	29.00 29.00	0.15 0.15	4.35 4.35
2/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	783.00 783.00	0.15 0.15	117.45 117.45
3/15/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	938.00 938.00	0.15 0.15	140.70 140.70
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5/25/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	21.00 21.00	0.15 0.15	3.15 3.15
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Date	Prof	MatterID/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
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6/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	24.00 24.00	0.15 0.15	3.60 3.60
6/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	3.00 3.00	0.15 0.15	0.45 0.45
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6/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	162.00 162.00	0.15 0.15	24.30 24.30
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6/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	2.00 2.00	0.15 0.15	0.30 0.30
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46	Defendants' Opposition to Cashman's Motion to Stay or Suspend Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively	10/01/2012	4	JA000885-89

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23	Defendants' Reply to Cashman's Opposition to Motion for Summary Judgment	05/02/2012	2	JA000266-75
71	Defendants' Supplement to Motion to Expunge Lien and Opposition to Motion for Summary Judgment as to Lien and Bond Claims	04/02/2012	8-9	JA0001894-2065
89	Defendants' Trial Brief	01/16/2014	11	JA0002506-33
9	Errata to Amended Answer to Second Amended Complaint, Counterclaim and Crossclaim	11/10/2011	1	JA00098-99
110	Errata to Notice of Entry of Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007804-12

1	5	Errata to Second Amended Complaint	10/10/2011	1	JA00051-52
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4	99	Findings of Fact and Conclusions of Law	05/05/2014	31	JA0007714-29
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7	34	Findings of Fact and Conclusions of Law Based upon Counterclaimants Motion to Procure Codes	08/10/2012	2	JA000414-16
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12	61	Fourth Amended Complaint	01/10/2013	5	JA0001154-72
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14	91	Joint Pretrial Memorandum	01/16/2014	11	JA0002560-79
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16	92	Joint Trial Exhibit Index	01/21/2014	11	JA0002580-82
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19	92.J01	Joint Trial Exhibits	01/21/2014	11-27	JA0002583-6552
20	to				
21	92.J65				
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23	106	Judgment	08/18/2014	32	JA0007789-91
24					
25	101	Memorandum of Costs and Disbursements	05/13/2014	31	JA0007748-50
26					
27	94	Motion for Relief Pursuant to NRCP	03/20/2014	29	JA0007099-7112
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		60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108		
50	Motion to Amend Complaint	10/31/2012	5	JA0001040-76
12	Motion to Consolidate (re: Case A653029)	01/11/2012	1	JA000112-18
93	Non-Jury Trial Transcripts (for January 21, 2014 through January 24, 2014)	01/31/2014	27- 29	JA0006553- 7098
40	Notice of Appeal	09/13/2012	3	JA00610-19
102	Notice of Appeal	05/30/2014	32	JA0007751-72
111	Notice of Appeal	09/02/2014	32	JA0007813-29
105	Notice of Entry of Decision and Order	08/13/2014	32	JA0007782-88
76	Notice of Entry of Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims and Cashman's Countermotion for	05/06/2013	10	JA0002390-95

	Summary Judgment			
100	Notice of Entry of Findings of Fact and Conclusions of Law	05/06/2014	31	JA0007730-47
35	Notice of Entry of Findings of Fact and Conclusions of Law Based upon Counterclaimants Motion to Procure Codes	08/13/2012	2	JA000417-22
107	Notice of Entry of Judgment	08/21/2014	32	JA0007792-96
77	Notice of Entry of Order Denying Cashman's Motion for Summary Judgment on Defendants' Payment Bond Claim	05/06/2013	10	JA0002396- 2401
109	Notice of Entry of Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007799- 7804
26	Notice of Entry of Order Denying Defendants'	05/25/2012	2	JA000300-04

	Motion for Summary Judgment without Prejudice			
78	Notice of Entry of Order Denying Mojave's Motion to Expunge or Reduce Mechanic's Lien	05/06/2013	10	JA0002402-07
79	Notice of Entry of Order Denying QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Motion to Dismiss, or in the alternative, Motion for Summary Judgment	05/06/2013	10	JA0002408-13
87	Notice of Entry of Order Granting Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	09/24/2013	10-11	JA0002498-2502
25	Notice of Entry of Order Granting Cashman's Motion to Amend Complaint	05/25/2012	2	JA000295-99

1	52	Notice of Entry of Order Granting Cashman's Motion to Stay or Suspend Order Granting in Part Motion for Preliminary Injunction to Procure Codes	11/02/2012	5	JA0001079-83
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8	60	Notice of Entry of Order Granting Motion to Amend Complaint	01/09/2013	5	JA0001149-53
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11	16	Notice of Entry of Order Granting Motion to Consolidate (Filed in A653029)	02/02/2012	1	JA000129-34
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16	114	Notice of Entry of Stipulation and Order for Dismissal of Defendants Fidelity and Deposit Company of Maryland and Travelers Casualty and Surety Company of America with Prejudice	05/11/2015	32	JA0007837-42
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26	57	Notice of Posting Bond	11/07/2012	5	JA0001112-16
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1	44	Notice of Posting Cost Bond	09/19/2012	4	JA000854-57
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3	33	Notice of Posting Security Bond	08/09/2012	2	JA000407-13
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5	82	Opposition to Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	06/20/2013	10	JA0002462-74
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10	39	Opposition to Cashman's Motion for Reconsideration of Order Granting in Part Counter- claimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	09/07/2012	2-3	JA000499-609
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20	96	Opposition to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	04/15/2014	30- 31	JA0007360- 7693
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26	58	Opposition to Motion to Amend Complaint	11/19/2012	5	JA0001117-26
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108	Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007797-98
86	Order Granting Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	09/20/2013	10	JA0002496-97
51	Order Granting Cashman's Motion to Stay or Suspend Order Granting in Part Motion for Preliminary Injunction to Procure Codes	11/02/2012	5	JA0001077-78
75	Order Rescheduling Pretrial/Calendar Call	04/17/2013	10	JA0002388-89
18	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	02/21/2012	1	JA000145-46
32	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	08/06/2012	2	JA000405-06

1	84	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	09/06/2013	10	JA0002488-90
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4	88	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	10/1/2013	11	JA0002503-05
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8	90	Plaintiff's Trial Brief	01/16/2014	11	JA0002534-59
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10	66	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	02/07/2013	5-6	JA0001241- 1355
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18	74	QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Reply to their Motion to Dismiss, or in the alternative, Motion for Summary Judgment	04/05/2013	9- 10	JA0002102- 2387
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26	81	QH Las Vegas, PQ Las Vegas, LWITC Successor and FC/LW Vegas'	06/11/2013	10	JA0002441-61
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	Answer to Fourth Amended Complaint			
59	Reply in Support of Motion to Amend Complaint	12/17/2012	5	JA0001127-48
31	Reply to Cashman's Opposition to Motion for Injunctive Relief or Writ of Possession	07/31/2012	2	JA000398-404
97	Reply to Cashman's Opposition to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	04/23/2014	31	JA0007694-7707
56	Reply to Cashman's Opposition to Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001102-11
15	Scheduling Order	01/31/2012	1	JA000126-28
4	Second Amended Complaint	09/30/2011	1	JA00034-50
113	Stipulation and Order for	05/08/2015	32	JA0007834-36



	Dismissal of Defendants Fidelity and Deposit Company of Maryland and Travelers Casualty and Surety Company of America with Prejudice			
73	Supplement to Cashman's Supplement to its Countermotion for Summary Judgment on its Payment Bond and Mechanic's Lien Claims	04/05/2013	9	JA0002095-2101
24	Third Amended Complaint	05/24/2012	2	JA000276-94
36	Transcript of Proceedings for August 3, 2012	08/22/2012	2	JA000423-38
62	Transcript of Proceedings for November 9, 2012	01/11/2013	5	JA0001173-1203