

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
6/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	54.00 54.00	0.15 0.15	8.10 8.10
6/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
6/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
6/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
6/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	54.00 54.00	0.15 0.15	8.10 8.10
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
7/2/2012		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
7/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	10.00 10.00	0.15 0.15	1.50 1.50
7/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	27.00 27.00	0.15 0.15	4.05 4.05
7/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	54.00 54.00	0.15 0.15	8.10 8.10

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
7/5/2012		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
7/5/2012		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
7/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/6/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/6/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	35.00 35.00	0.15 0.15	5.25 5.25
7/6/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/6/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/6/2012		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
7/6/2012		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
7/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	28.00 28.00	0.15 0.15	4.20 4.20

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
7/9/2012		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
7/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/9/2012		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
7/9/2012		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
7/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	58.00 58.00	0.15 0.15	8.70 8.70
7/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	58.00 58.00	0.15 0.15	8.70 8.70
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	8.00 8.00	0.15 0.15	1.20 1.20
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		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
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		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
7/10/2012		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
7/10/2012		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
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		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
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75

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
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75

Transactions Listing with billed amounts

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

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component	Units	Price	Value
			Task Code	Stm Units	Stm Price	Ext Amount
7/11/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
7/11/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	2.00	0.15	0.30
				2.00	0.15	0.30
7/11/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	2.00	0.15	0.30
				2.00	0.15	0.30
7/11/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
7/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00	0.15	0.75
				5.00	0.15	0.75
7/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	2.00	0.15	0.30
				2.00	0.15	0.30
7/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00	0.15	0.60
				4.00	0.15	0.60
7/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
7/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
7/16/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	27.00	0.15	4.05
				27.00	0.15	4.05

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
7/16/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		3.00		0.15		0.45
					3.00		0.15		0.45
7/16/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
7/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
7/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		22.00		0.15		3.30
					22.00		0.15		3.30
7/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		81.00		0.15		12.15
					81.00		0.15		12.15
7/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		4.00		0.15		0.60
					4.00		0.15		0.60
7/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
7/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
7/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
7/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15

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
7/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	27.00 27.00	0.15 0.15	4.05 4.05
7/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/19/2012		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
7/19/2012		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
7/19/2012		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
7/19/2012		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
7/19/2012		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
7/19/2012		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

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
7/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
7/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		27.00		0.15		4.05
					27.00		0.15		4.05
7/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		30.00		0.15		4.50
					30.00		0.15		4.50
7/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		3.00		0.15		0.45
					3.00		0.15		0.45
7/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
7/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
7/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		10.00		0.15		1.50
					10.00		0.15		1.50
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		7.00		0.15		1.05
					7.00		0.15		1.05
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		5.00		0.15		0.75
					5.00		0.15		0.75

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
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		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
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
7/23/2012		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
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75

Transactions Listing with billed amounts

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

Date	Prof	Matter/Client Sort Matter Description Narrative	Component Task Code	Units Stm Units	Price Stm Price	Value Ext Amount
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/23/2012		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
7/23/2012		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
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
7/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
7/24/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	13.00 13.00	0.15 0.15	1.95 1.95
7/24/2012		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
7/24/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
7/24/2012		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
7/24/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60

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
7/24/2012		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
7/24/2012		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
7/24/2012		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
7/24/2012		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
7/24/2012		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
7/24/2012		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
7/24/2012		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
7/24/2012		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
7/24/2012		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
7/24/2012		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

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
7/24/2012		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
7/24/2012		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
7/24/2012		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
7/24/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/24/2012		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
7/24/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	13.00 13.00	0.15 0.15	1.95 1.95
7/25/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/25/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/25/2012		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
7/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	78.00 78.00	0.15 0.15	11.70 11.70

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 Sim Units	Price Stm Price	Value Ext Amount
7/26/2012		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
7/26/2012		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
7/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	72.00 72.00	0.15 0.15	10.80 10.80
7/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	10.00 10.00	0.15 0.15	1.50 1.50
7/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
7/27/2012		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
7/27/2012		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
7/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
7/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

Transactions Listing with billed amounts

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

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component	Units	Price	Value
			Task Code	Stm Units	Stm Price	Ext Amount
7/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
7/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
7/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	32.00	0.15	4.80
				32.00	0.15	4.80
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	28.00	0.15	4.20
				28.00	0.15	4.20
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	36.00	0.15	5.40
				36.00	0.15	5.40
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00	0.15	0.60
				4.00	0.15	0.60
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	3.00	0.15	0.45
				3.00	0.15	0.45

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
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
7/31/2012		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
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	28.00 28.00	0.15 0.15	4.20 4.20
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	28.00 28.00	0.15 0.15	4.20 4.20
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
7/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	93.00 93.00	0.15 0.15	13.95 13.95
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	32.00 32.00	0.15 0.15	4.80 4.80

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
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	20.00 20.00	0.15 0.15	3.00 3.00
8/1/2012		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
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
8/1/2012		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
8/1/2012		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
8/1/2012		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
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
8/1/2012		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

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	
				Sum	Units	Sum	Price	Ext	Amount
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		8.00		0.15		1.20
					8.00		0.15		1.20
8/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		5.00		0.15		0.75
					5.00		0.15		0.75
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30

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
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/2/2012		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
8/2/2012		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
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
8/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/3/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/3/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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
8/3/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/3/2012		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
8/3/2012		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
8/3/2012		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
8/3/2012		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
8/6/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/6/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/6/2012		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
8/6/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/6/2012		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

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
8/6/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/7/2012		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
8/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/7/2012		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
8/7/2012		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
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	9.00 9.00	0.15 0.15	1.35 1.35
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	28.00 28.00	0.15 0.15	4.20 4.20
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
8/9/2012		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
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/9/2012		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
8/9/2012		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
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	40.00 40.00	0.15 0.15	6.00 6.00
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	12.00 12.00	0.15 0.15	1.80 1.80
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	17.00 17.00	0.15 0.15	2.55 2.55
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	44.00 44.00	0.15 0.15	6.60 6.60
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	9.00 9.00	0.15 0.15	1.35 1.35

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
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	10.00 10.00	0.15 0.15	1.50 1.50
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	18.00 18.00	0.15 0.15	2.70 2.70
8/9/2012		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
8/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	27.00 27.00	0.15 0.15	4.05 4.05
8/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	40.00 40.00	0.15 0.15	6.00 6.00
8/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
8/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
8/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/10/2012		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

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
8/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
8/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/10/2012		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
8/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
8/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	18.00 18.00	0.15 0.15	2.70 2.70
8/13/2012		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
8/13/2012		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
8/13/2012		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
8/13/2012		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

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
8/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/14/2012		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
8/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
8/14/2012		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
8/14/2012		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
8/15/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	90.00 90.00	0.15 0.15	13.50 13.50
8/16/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
8/16/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	15.00 15.00	0.15 0.15	2.25 2.25
8/16/2012		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
8/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	17.00 17.00	0.15 0.15	2.55 2.55

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
8/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/17/2012		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
8/17/2012		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
8/17/2012		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
8/17/2012		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
8/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
8/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/20/2012		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
8/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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
8/20/2012		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
8/21/2012		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
8/21/2012		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
8/21/2012		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
8/21/2012		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
8/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/22/2012		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
8/22/2012		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
8/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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 Sum Units	Price Sum Price	Value Ext Amount
8/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/23/2012		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
8/24/2012		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
8/29/2012		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
8/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
8/29/2012		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
8/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/29/2012		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
8/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	60.00 60.00	0.15 0.15	9.00 9.00
8/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	110.00 110.00	0.15 0.15	16.50 16.50

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
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		43.00		0.15		6.45
					43.00		0.15		6.45
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		96.00		0.15		14.40
					96.00		0.15		14.40
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		3.00		0.15		0.45
					3.00		0.15		0.45
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		32.00		0.15		4.80
					32.00		0.15		4.80
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		8.00		0.15		1.20
					8.00		0.15		1.20
8/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
8/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15

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
8/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	84.00 84.00	0.15 0.15	12.60 12.60
8/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
8/31/2012		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
8/31/2012		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
8/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
8/31/2012		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
8/31/2012		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
8/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
8/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
8/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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
8/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/4/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
9/4/2012		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
9/4/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
9/4/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	16.00 16.00	0.15 0.15	2.40 2.40
9/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	150.00 150.00	0.15 0.15	22.50 22.50
9/5/2012		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
9/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	72.00 72.00	0.15 0.15	10.80 10.80
9/5/2012		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
9/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	183.00 183.00	0.15 0.15	27.45 27.45

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
9/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	50.00 50.00	0.15 0.15	7.50 7.50
9/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	141.00 141.00	0.15 0.15	21.15 21.15
9/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	33.00 33.00	0.15 0.15	4.95 4.95
9/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/10/2012		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
9/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	111.00 111.00	0.15 0.15	16.65 16.65
9/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	11.00 11.00	0.15 0.15	1.65 1.65
9/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	9.00 9.00	0.15 0.15	1.35 1.35
9/11/2012		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

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
9/11/2012		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
9/11/2012		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
9/11/2012		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
9/12/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
9/12/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/12/2012		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
9/12/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/13/2012		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
9/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	32.00 32.00	0.15 0.15	4.80 4.80

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
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	10.00 10.00	0.15 0.15	1.50 1.50
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	30.00 30.00	0.15 0.15	4.50 4.50
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	111.00 111.00	0.15 0.15	16.65 16.65
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	30.00 30.00	0.15 0.15	4.50 4.50
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	111.00 111.00	0.15 0.15	16.65 16.65
9/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	10.00 10.00	0.15 0.15	1.50 1.50

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
9/14/2012		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
9/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	280.00 280.00	0.15 0.15	42.00 42.00
9/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	72.00 72.00	0.15 0.15	10.80 10.80
9/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	44.00 44.00	0.15 0.15	6.60 6.80
9/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	10.00 10.00	0.15 0.15	1.50 1.50
9/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/17/2012		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
9/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	28.00 28.00	0.15 0.15	4.20 4.20
9/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/18/2012		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

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
9/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	81.00 81.00	0.15 0.15	12.15 12.15
9/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	11.00 11.00	0.15 0.15	1.65 1.65
9/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	43.00 43.00	0.15 0.15	6.45 6.45
9/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/19/2012		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
9/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
9/20/2012		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

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
9/21/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/21/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	304.00 304.00	0.15 0.15	45.60 45.60
9/21/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/24/2012		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
9/24/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/24/2012		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
9/25/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/25/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	112.00 112.00	0.15 0.15	16.80 16.80
9/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	18.00 18.00	0.15 0.15	2.70 2.70

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
9/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
9/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/26/2012		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
9/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
9/26/2012		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
9/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
9/26/2012		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

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
9/26/2012		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
9/26/2012		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
9/26/2012		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
9/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	14.00 14.00	0.15 0.15	2.10 2.10
9/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	27.00 27.00	0.15 0.15	4.05 4.05
9/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	27.00 27.00	0.15 0.15	4.05 4.05
9/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
9/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	27.00 27.00	0.15 0.15	4.05 4.05

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
9/28/2012		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
9/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	80.00 80.00	0.15 0.15	12.00 12.00
9/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	20.00 20.00	0.15 0.15	3.00 3.00
10/1/2012		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
10/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/2/2012		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
10/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
10/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	83.00 83.00	0.15 0.15	12.45 12.45
10/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	83.00 83.00	0.15 0.15	12.45 12.45

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
10/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	166.00 166.00	0.15 0.15	24.90 24.90
10/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	15.00 15.00	0.15 0.15	2.25 2.25
10/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/2/2012		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
10/2/2012		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
10/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/3/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	83.00 83.00	0.15 0.15	12.45 12.45
10/3/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/3/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	87.00 87.00	0.15 0.15	13.05 13.05

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
10/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	10.00 10.00	0.15 0.15	1.50 1.50
10/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/10/2012		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
10/10/2012		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
10/10/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
10/11/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/12/2012		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
10/15/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	18.00 18.00	0.15 0.15	2.70 2.70
10/15/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/15/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90

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
10/17/2012		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
10/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/18/2012		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
10/18/2012		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
10/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/18/2012		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

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
10/18/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	42.00 42.00	0.15 0.15	6.30 6.30
10/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/22/2012		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
10/22/2012		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
10/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
10/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
10/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
10/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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
10/23/2012		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
10/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	14.00 14.00	0.15 0.15	2.10 2.10
10/23/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/23/2012		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
10/24/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
10/29/2012		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
10/29/2012		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
10/29/2012		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
10/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	20.00 20.00	0.15 0.15	3.00 3.00

Transactions Listing with billed amounts

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

Date	Prof	MatterID/Client Sort Matter Description Narrative	Component	Units	Price	Value
			Task Code	Stm Units	Stm Price	Ext Amount
10/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
10/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
10/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	2.00	0.15	0.30
				2.00	0.15	0.30
10/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	3.00	0.15	0.45
				3.00	0.15	0.45
10/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	2.00	0.15	0.30
				2.00	0.15	0.30
10/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00	0.15	0.75
				5.00	0.15	0.75
10/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	3.00	0.15	0.45
				3.00	0.15	0.45
10/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15
10/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	3.00	0.15	0.45
				3.00	0.15	0.45
11/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00	0.15	0.15
				1.00	0.15	0.15

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
11/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/1/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	15.00 15.00	0.15 0.15	2.25 2.25
11/1/2012		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
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	72.00 72.00	0.15 0.15	10.80 10.80
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	12.00 12.00	0.15 0.15	1.80 1.80
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	30.00 30.00	0.15 0.15	4.50 4.50
11/2/2012		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
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/2/2012		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

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
11/2/2012		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
11/2/2012		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
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	36.00 36.00	0.15 0.15	5.40 5.40
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/2/2012		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
11/2/2012		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

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
11/2/2012		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
11/2/2012		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
11/2/2012		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
11/2/2012		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
11/5/2012		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
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	10.00 10.00	0.15 0.15	1.50 1.50
11/5/2012		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
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/5/2012		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

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
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		3.00		0.15		0.45
					3.00		0.15		0.45
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		5.00		0.15		0.75
					5.00		0.15		0.75
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15

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
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	134.00 134.00	0.15 0.15	20.10 20.10
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	35.00 35.00	0.15 0.15	5.25 5.25
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	538.00 538.00	0.15 0.15	80.70 80.70
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	35.00 35.00	0.15 0.15	5.25 5.25
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		32.00		0.15		4.80
					32.00		0.15		4.80
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		28.00		0.15		4.20
					28.00		0.15		4.20
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		6.00		0.15		0.90
					6.00		0.15		0.90
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/5/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15

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
11/5/2012		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
11/6/2012		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
11/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	134.00 134.00	0.15 0.15	20.10 20.10
11/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	35.00 35.00	0.15 0.15	5.25 5.25
11/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	518.00 518.00	0.15 0.15	77.70 77.70
11/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	35.00 35.00	0.15 0.15	5.25 5.25
11/7/2012		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
11/7/2012		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
11/7/2012		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
11/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	32.00 32.00	0.15 0.15	4.80 4.80

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
11/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		17.00		0.15		2.55
					17.00		0.15		2.55
11/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		6.00		0.15		0.90
					6.00		0.15		0.90
11/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		5.00		0.15		0.75
					5.00		0.15		0.75
11/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/8/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/8/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
11/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		5.00		0.15		0.75
					5.00		0.15		0.75
11/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15

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
11/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
11/14/2012		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
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	36.00 36.00	0.15 0.15	5.40 5.40
11/14/2012		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
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	11.00 11.00	0.15 0.15	1.65 1.65
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	11.00 11.00	0.15 0.15	1.65 1.65
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75

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
11/14/2012		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
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	8.00 8.00	0.15 0.15	1.20 1.20
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/14/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	40.00 40.00	0.15 0.15	6.00 6.00
11/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/19/2012		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
11/19/2012		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
11/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	84.00 84.00	0.15 0.15	12.60 12.60
11/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15

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
11/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		3.00		0.15		0.45
					3.00		0.15		0.45
11/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
11/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
11/19/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		10.00		0.15		1.50
					10.00		0.15		1.50
11/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
11/21/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		24.00		0.15		3.60
					24.00		0.15		3.60
11/21/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15		0.15
					1.00		0.15		0.15
11/21/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30
11/21/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15		0.30
					2.00		0.15		0.30

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
11/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		3.00		0.15	0.45
					3.00		0.15	0.45
11/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15	0.30
					2.00		0.15	0.30
11/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		3.00		0.15	0.45
					3.00		0.15	0.45
11/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15	0.15
					1.00		0.15	0.15
11/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15	0.30
					2.00		0.15	0.30
11/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		2.00		0.15	0.30
					2.00		0.15	0.30
11/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		4.00		0.15	0.60
					4.00		0.15	0.60
11/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15	0.15
					1.00		0.15	0.15
11/28/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		1.00		0.15	0.15
					1.00		0.15	0.15
11/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc		12.00		0.15	1.80
					12.00		0.15	1.80

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
11/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	12.00 12.00	0.15 0.15	1.80 1.80
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	80.00 80.00	0.15 0.15	12.00 12.00
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	6.00 6.00	0.15 0.15	0.90 0.90
11/30/2012		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
11/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
12/6/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	7.00 7.00	0.15 0.15	1.05 1.05

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
12/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	5.00 5.00	0.15 0.15	0.75 0.75
12/13/2012		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
12/20/2012		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
12/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	46.00 46.00	0.15 0.15	6.90 6.90
12/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	52.00 52.00	0.15 0.15	7.80 7.80
1/22/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	19.00 19.00	0.15 0.15	2.85 2.85
1/25/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	42.00 42.00	0.15 0.15	6.30 6.30
1/29/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	16.00 16.00	0.15 0.15	2.40 2.40
1/29/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	196.00 196.00	0.15 0.15	29.40 29.40
1/29/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	12.00 12.00	0.15 0.15	1.80 1.80

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
2/1/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	36.00 36.00	0.15 0.15	5.40 5.40
2/1/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	48.00 48.00	0.15 0.15	7.20 7.20
2/7/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	81.00 81.00	0.15 0.15	12.15 12.15
2/11/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	8.00 8.00	0.15 0.15	1.20 1.20
2/11/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
2/11/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	12.00 12.00	0.15 0.15	1.80 1.80
2/11/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	30.00 30.00	0.15 0.15	4.50 4.50
2/11/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	4.00 4.00	0.15 0.15	0.60 0.60
2/28/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	9.00 9.00	0.15 0.15	1.35 1.35
3/1/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	12.00 12.00	0.15 0.15	1.80 1.80

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
3/5/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	38.00 38.00	0.15 0.15	5.70 5.70
3/12/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	145.00 145.00	0.15 0.15	21.75 21.75
3/15/2013		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
3/20/2013		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
3/21/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	113.00 113.00	0.15 0.15	16.95 16.95
3/29/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	1.00 1.00	0.15 0.15	0.15 0.15
4/2/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	516.00 516.00	0.15 0.15	77.40 77.40
4/5/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	868.00 868.00	0.15 0.15	130.20 130.20
4/8/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	36.00 36.00	0.15 0.15	5.40 5.40
6/11/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	63.00 63.00	0.15 0.15	9.45 9.45

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
6/20/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	39.00 39.00	0.15 0.15	5.85 5.85
8/27/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	159.00 159.00	0.15 0.15	23.85 23.85
10/8/2013		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
10/21/2013		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
12/30/2013		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
1/13/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	15.00 15.00	0.15 0.15	2.25 2.25
1/14/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	139.00 139.00	0.15 0.15	20.85 20.85
1/16/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	56.00 56.00	0.15 0.15	8.40 8.40
1/17/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	56.00 56.00	0.15 0.15	8.40 8.40
1/23/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Photocopies	pc	33.00 33.00	0.15 0.15	4.95 4.95

Transactions Listing with billed amounts

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

		MatterID/Client Sort				
		Matter Description	Component	Units	Price	Value
Date	Prof	Narrative	Task Code	Stm Units	Stm Price	Ext Amount
1/23/2014		15775-72 / Mojave Electric Co.	pc	156.00	0.15	23.40
		Mojave Electric Co. v. Cashman Equipment		156.00	0.15	23.40
		Photocopies				
1/31/2014		15775-72 / Mojave Electric Co.	pc	1.00	0.15	0.15
		Mojave Electric Co. v. Cashman Equipment		1.00	0.15	0.15
		Photocopies				
1/31/2014		15775-72 / Mojave Electric Co.	pc	3.00	0.15	0.45
		Mojave Electric Co. v. Cashman Equipment		3.00	0.15	0.45
		Photocopies				
			Component: pc	Worked:	14,367.00	2,155.05
				Billed:	14,367.00	2,155.05
Component: pf						
8/21/2012		15775-72 / Mojave Electric Co.	pf	1.00	160.00	160.00
		Mojave Electric Co. v. Cashman Equipment		1.00	160.00	160.00
		Publication fee				
9/25/2012		15775-72 / Mojave Electric Co.	pf	1.00	160.00	160.00
		Mojave Electric Co. v. Cashman Equipment		1.00	160.00	160.00
		Publication fee				
			Component: pf	Worked:	2.00	320.00
				Billed:	2.00	320.00
Component: po						
10/28/2011		15775-72 / Mojave Electric Co.	po	2.00	1.16	2.32
		Mojave Electric Co. v. Cashman Equipment		2.00	1.16	2.32
		Postage E109				
1/12/2012		15775-72 / Mojave Electric Co.	po	1.00	0.64	0.64
		Mojave Electric Co. v. Cashman Equipment		1.00	0.64	0.64
		Postage E109				
1/30/2012		15775-72 / Mojave Electric Co.	po	2.00	6.80	13.60
		Mojave Electric Co. v. Cashman Equipment		2.00	6.80	13.60
		Postage E109				

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
3/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	2.00 2.00	6.30 6.30	12.60 12.60
4/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	0.45 0.45	0.45 0.45
5/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	5.95 5.95	5.95 5.95
5/25/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	3.25 3.25	3.25 3.25
6/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	0.90 0.90	0.90 0.90
6/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	8.10 8.10	8.10 8.10
7/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	0.65 0.65	0.65 0.65
7/9/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	1.30 1.30	1.30 1.30
7/16/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	0.45 0.45	0.45 0.45
7/20/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	1.95 1.95	1.95 1.95

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
8/13/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		1.95	1.95
					1.00		1.95	1.95
8/17/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		1.55	1.55
					1.00		1.55	1.55
8/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		6.30	6.30
					1.00		6.30	6.30
9/7/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		15.90	15.90
					1.00		15.90	15.90
10/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		1.35	1.35
					1.00		1.35	1.35
11/2/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		3.90	3.90
					1.00		3.90	3.90
11/15/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		3.40	3.40
					1.00		3.40	3.40
11/29/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		1.95	1.95
					1.00		1.95	1.95
12/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		2.70	2.70
					1.00		2.70	2.70
2/7/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po		1.00		5.16	5.16
					1.00		5.16	5.16

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
2/11/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	19.80 19.80	19.80 19.80
3/1/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	1.38 1.38	1.38 1.38
3/18/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	17.00 17.00	17.00 17.00
4/5/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	19.80 19.80	19.80 19.80
1/16/2014		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Postage E109	po	1.00 1.00	1.92 1.92	1.92 1.92
			Component: po	Worked:	31.00	156.22
				Billed:	31.00	156.22
			Component: pr			
10/31/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Pacer online research	pr	1.00 1.00	1.80 1.80	1.80 1.80
7/1/2013		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Pacer online research	pr	1.00 1.00	6.10 6.10	6.10 6.10
			Component: pr	Worked:	2.00	7.90
				Billed:	2.00	7.90
			Component: rec			
9/9/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Recording fees	rec	1.00 1.00	16.00 16.00	16.00 16.00

Transactions Listing with billed amounts

costs 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
9/12/2011		15775-72 / Mojave Electric Co.	rec		1.00		25.00	25.00
		Mojave Electric Co. v. Cashman Equipment			1.00		25.00	25.00
		Recording fees						
					Component: rec	Worked:	2.00	41.00
						Billed:	2.00	41.00
Component: sp								
11/30/2011		15775-72 / Mojave Electric Co.	sp		1.00		70.00	70.00
		Mojave Electric Co. v. Cashman Equipment			1.00		70.00	70.00
		Service of process						
1/3/2012		15775-72 / Mojave Electric Co.	sp		1.00		10.00	10.00
		Mojave Electric Co. v. Cashman Equipment			1.00		10.00	10.00
		Service of process						
1/31/2012		15775-72 / Mojave Electric Co.	sp		1.00		70.00	70.00
		Mojave Electric Co. v. Cashman Equipment			1.00		70.00	70.00
		Service of process						
1/31/2012		15775-72 / Mojave Electric Co.	sp		1.00		35.00	35.00
		Mojave Electric Co. v. Cashman Equipment			1.00		35.00	35.00
		Service of process						
7/2/2012		15775-72 / Mojave Electric Co.	sp		1.00		115.00	115.00
		Mojave Electric Co. v. Cashman Equipment			1.00		115.00	115.00
		Service of process						
8/7/2012		15775-72 / Mojave Electric Co.	sp		1.00		70.00	70.00
		Mojave Electric Co. v. Cashman Equipment			1.00		70.00	70.00
		Service of process						
8/15/2012		15775-72 / Mojave Electric Co.	sp		1.00		348.55	348.55
		Mojave Electric Co. v. Cashman Equipment			1.00		348.55	348.55
		Service of process						
8/15/2012		15775-72 / Mojave Electric Co.	sp		1.00		118.55	118.55
		Mojave Electric Co. v. Cashman Equipment			1.00		118.55	118.55
		Service of process						

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
8/21/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Service of process	sp	1.00 1.00	95.00 95.00	95.00 95.00
			Component: sp	Worked: 9.00 Billed: 9.00		932.10 932.10
Component: wf						
7/26/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Witness fee	wf	1.00 1.00	10.00 10.00	10.00 10.00
			Component: wf	Worked: 1.00 Billed: 1.00		10.00 10.00
Component: wr						
12/14/2011		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Westlaw online research	wr	1.00 1.00	378.09 378.09	378.09 378.09
1/30/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Westlaw online research	wr	1.00 1.00	361.44 361.44	361.44 361.44
2/27/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Westlaw online research	wr	1.00 1.00	44.28 44.28	44.28 44.28
3/22/2012		15775-72 / Mojave Electric Co. Mojave Electric Co. v. Cashman Equipment Westlaw online research	wr	1.00 1.00	95.07 95.07	95.07 95.07
			Component: wr	Worked: 4.00 Billed: 4.00		878.88 878.88
			Grand Total	Worked: 14,608.00 Billed: 14,608.00		19,129.55 19,129.55

EXHIBIT 2

EXHIBIT 2

APN: 139-34-311-021

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

Inst #: 201108220002156
Fee: \$16.00
N/C Fee: \$0.00
08/22/2011 10:52:02 AM
Receipt #: 820247
Requestor:
PEZZILLO ROBINSON
Recorded By: MSH Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF LIEN

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

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

Dated: June 21, 2011

Cashman Equipment Company

By: 
Shane Norman, Credit Manager

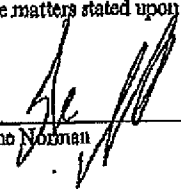
J11-001
CASH027

00203
JA 00007322

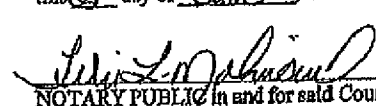
STATE OF NEVADA)
)
COUNTY OF CLARK) SS:

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

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


Shane Norman

SUBSCRIBED AND SWORN to before me
this 24th day of June, 2011.


NOTARY PUBLIC in and for said County and State



J11-002
CASH028

00204

JA 00007323

EXHIBIT 3

EXHIBIT 3

APN: 139-34-311-021 and 139-34-201-022

Recording Requested By/Mail To:
Jennifer R. Lloyd, Esq.
Pezzillo Lloyd
6725 Via Austi Parkway, Suite, 290
Las Vegas, Nevada 89119

Inst #: 201401220001878
Fees: \$18.00
N/C Fee: \$0.00
01/22/2014 01:43:55 PM
Receipt #: 1909489
Requestor:
PEZZILLO ROBINSON
Recorded By: BGN Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

AMENDED NOTICE OF LIEN

The undersigned, CASHMAN EQUIPMENT COMPANY ("Lien Claimant"), claims a lien upon the property described in this notice for work, materials or equipment furnished for the improvement of the property, as Instrument No. 201106220002156, on June 22, 2011, and as released from the property pursuant to NRS 108.2415 by Bond for Release of Mechanic's Lien, dated September 13, 2011 as Instrument No. 201109130003721, and it is hereby amended as follows:

1. The amount of the original contract is: \$755,893.89.
2. The total amount of all additional or changed work, materials and equipment, if any, is: \$66,967.00.
3. The total amount of all payments received to date is: \$5,200.00.
4. The amount of the lien, after deducting all just credits and offsets, is: \$683,726.89.
5. The name of the owner(s), if known, of the properties is: FCLW Vegas LLC, c/o Forest City Enterprises, P.O. Box 94877, Cleveland, OH 44101; and City of Las Vegas, c/o Economic & Urban Development Ed, 495 Main St., 6th Fl., Las Vegas, NV 89101, formerly owned by QH Las Vegas LLC.
6. The name of the person by whom the Lien Claimant was employed or to whom the Lien Claimant furnished or agreed to furnish work, materials or equipment is: Cam Consulting, Inc.
7. A brief statement of the terms of payment of the Lien Claimant's contract is: Lien Claimant was to be paid upon delivery.
8. A description of the properties to be charged with the lien is: Las Vegas City Hall: 495 S. Main St., Las Vegas, Nevada, APN 139-34-201-022; and 518 S. 1st St., Las Vegas, Nevada, APN 139-34-311-021

Dated: January 21, 2014

CASHMAN EQUIPMENT COMPANY

By: 
Lee Vanderpool, Chief Financial Officer

STATE OF NEVADA)
)
COUNTY OF CLARK)

SS:

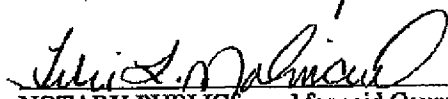
I, Lee Vanderpool, being first duly sworn on oath, according to law, deposes and says:

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



Lee Vanderpool, Chief Financial Officer

SUBSCRIBED AND SWORN to before me
this 21st day of JANUARY, 2014.



NOTARY PUBLIC in and for said County and State



EXHIBIT 4

EXHIBIT 4

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

CASHMAN EQUIPMENT COMPANY,

Plaintiff,

vs.

CAM CONSULTING INC.,

Defendant.

CASE NO. A-11-642583-C
A-11-653029-C
DEPT NO. XXXII

**TRANSCRIPT OF
PROCEEDINGS**

AND RELATED PARTIES

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.

KARR Reporting, Inc.

00207

JA 00007328

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. BOSCHEE: Okay.
2 THE COURT: I'll see it if you do, okay.
3 MR. BOSCHEE: 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. BOSCHEE: We can draft it.
10 THE COURT: And run it by her --
11 MR. BOSCHEE: 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. BOSCHEE: 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MS. LLOYD-ROBINSON: That's fine.

MR. BOSCHEE: 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.)

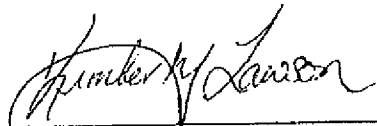
CERTIFICATION

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

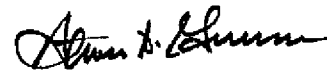
AFFIRMATION

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

KARR REPORTING, INC.
Aurora, Colorado


KIMBERLY LAWSON

KARR Reporting, Inc.



CLERK OF THE COURT

OPP

Jennifer R. Lloyd, Esq.

Nevada State Bar No. 9617

PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 290

Las Vegas, Nevada 89119

Tel: 702 233-4225

Fax: 702 233-4252

jlloyd@pezzillolloyd.com

Attorneys for Plaintiff,

Cashman Equipment Company

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

vs.

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

Case No.: A642583
Dept. No.: 32

Consolidated with Case No.: A653029

**CASHMAN EQUIPMENT COMPANY's
OPPOSITION TO DEFENDANTS'
MOTION FOR RELIEF PURSUANT TO
NRCF 60(b) AND OPPOSITION TO
MOTION FOR ATTORNEYS' FEES
AND COSTS PURSUANT TO NRS
CHAPTER 108;**

AND,

**COUNTERMOTION FOR
ATTORNEYS' FEES**

Date: April 24, 2014

Time: 9:00 a.m.

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

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702 233-4025

Defendants.

AND ALL RELATED MATTERS.

**CASHMAN EQUIPMENT COMPANY'S OPPOSITION TO DEFENDANTS'
MOTION FOR RELIEF PURSUANT TO NRCP 60(b) AND FOR ATTORNEYS'
FEES AND COSTS PURSUANT TO NRS CHAPTER 108; AND COUNTERMOTION
FOR ATTORNEYS' FEES**

COMES NOW, CASHMAN EQUIPMENT COMPANY ("Cashman"), and submits
the following Opposition to Defendants' Motion for Relief Pursuant to NRCP 60(B) and
Opposition to Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108 and
Counter-motion for Attorneys' Fees. This pleading is supported by the following
Memorandum of Points and Authorities, the Exhibits attached hereto and the Court's file
herein.

DATED: April 15, 2014

PEZZILLO LLOYD

By: 

Jennifer R. Lloyd, Esq.
Nevada State Bar No. 9617
Marisa L. Maskas, Esq.
Nevada State Bar No. 10928
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
*Attorneys for Plaintiff,
Cashman Equipment Company*

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Defendants, collectively, have filed a motion seeking two forms of relief: 1) Rule 60(b) relief from the Court's prior Order dated May 3, 2013, denying their Motion to Expunge the mechanic's lien of Cashman, a copy of which is attached hereto as Exhibit "1"; and, 2) a request for an award of attorneys' fees. As set forth herein, Defendants' Rule 60(b) motion must be denied as Rule 60 is inapplicable under the facts of this action and Defendants' request for relief constitutes nothing more than a belated motion for reconsideration. The Motion argues facts which were in the possession of Defendants at the time of the motion to expunge but which were never argued. There is no basis to disturb the Court's prior order as no error exists. The Court correctly noted at the time of hearing that Cashman's assertion of a mechanic's lien claim was not frivolous and was made with reasonable cause. The Court did not reach the ultimate issue of validity of the mechanic's lien claim as that issue was not before it. Defendants mis-portray the Court's May 3, 2013 ruling as being an "interim" ruling; however, Defendants are in error. As set forth in greater detail below the Court's Order was a final, interlocutory ruling which dealt solely with the limited issue of whether or not Cashman had acted in a reasonable and good faith fashion in recording its mechanic's lien. The Court found that Cashman did.

Defendants' motion for attorneys' fees is fatally deficient on its face as it has been filed prior to the Court entering final judgment in this matter, and relies upon the transcript of the Court's intended final ruling. As the Court retains the right to amend any ruling stated in the transcript any motion for attorneys' fees should be held in abeyance until such time as the Court enters its final judgment in this action. Even if the motion for attorneys' fees is considered, Defendants' motion fails. Defendants argue that they are collectively entitled to an award of fees incurred in the entire action pursuant to NRS 18.010, NRS 108.2275 and NRS 108.236. None of these statutes mandates such an award and the facts of the case do not

1 authorize an award to Defendants, and further, such an award would be inequitable. First, it
2 must be noted that Defendants are not prevailing parties as they were afforded no monetary
3 judgment which would entitle them to fees. Second, as set forth herein, NRS 18.010 has no
4 applicability to the current matter as no judgment was awarded which was less than \$20,000.
5 Third, the only theoretical ground upon which fees could be awarded would be limited to
6 those parties defending Cashman's mechanic's lien claim. NRS 108.237 is permissive in
7 nature and an award of fees is limited only to parties actually defending against a mechanic's
8 lien claim and requires that the Court find the mechanic's lien claim was asserted in bad faith.
9 The Court did not find Cashman's mechanic's lien claim was asserted in bad faith, therefore
10 no award of fees to Defendants is allowed by NRS 108.23.7. Further, Defendants have failed
11 to limit the recovery sought to Cashman's mechanic's lien claim of Cashman, have failed to
12 identify which parties actually incurred the fees or how the mechanic's lien was made without
13 reasonable cause, Defendants' request for attorneys' fees must be denied.

14 Additionally, should the Court consider the issue of attorneys' fees at this time
15 Cashman counter-moves the Court for an award of attorneys' fees as the prevailing party at
16 the time of trial upon its security interest pursuant to NRS Ch. 104.

17 18 II.

19 ARGUMENTS AND AUTHORITIES

20 A. Defendants Request Under NRCP 60(b) Must Be Denied

21 Defendants argue that under NRCP 60(b) the Order granting Cashman's Motion for
22 Fees and Costs entered on May 3, 2013 must be vacated because: (1) Defendants ultimately
23 prevailed on Cashman's lien claim and (2) Cashman "knew" its lien was excessive but failed
24 to disclose this information at the hearing on the Motion to Expunge. This motion must be
25 denied as it is not been properly brought before the Court. Initially it must be noted that the
26 motion is essentially nothing more than a motion for reconsideration. As the Court is well
27 aware, a motion for reconsideration cannot be used to raise arguments which were or could
28

1 have been raised initially. The law is well established that motions for reconsideration are not
2 favored and are rarely granted. Points or arguments not raised in the first instance cannot be
3 raised on rehearing. *Achrem v. Expressway Plaza, Ltd. Partnership*, 917 P.2d 447 (1996).
4 The failure to make arguments in the first instance constitutes a waiver of the right to raise an
5 issue. *See Chowdhry v. NLVH, Inc.*, 111 Nev. 560, 893 P.2d 385 (1995). Rehearings are
6 appropriate only when substantially different evidence is subsequently introduced or the
7 decision is clearly erroneous. *See Masonry & Tile Contractor Ass'n of S. Nev. v. Jolley, Urga*
8 *& Wirth, Ltd.*, 113 Nev. 737, 941 P.2d 486 (1997); *Moore v. City of Las Vegas*, 92 Nev. 402,
9 405, 551 P.2d 244, 246 (1976) ("Only in very rare instances in which new issues of fact or law
10 are raised supporting a ruling contrary to the ruling already reached should a motion for
11 rehearing be granted").

12 Defendants overstate the importance of the fact that at some point in time Cashman
13 sold certain batteries to a third party (Codale), who in turn sold them to Mojave for use on the
14 Project. What Defendants fail to inform the Court of is the fact that Defendants were aware
15 of this fact prior to filing their Motion to Expunge, and in fact, identified the battery purchase
16 as seen in its previously filed motion for summary judgment. *See Defendants' Motion for*
17 *Summary Judgment, Ex. "A-3"*, dated March 9, 2013, a copy of which is attached hereto as
18 Exhibit "2". The argument that the lien should be reduced because batteries were sold by
19 Cashman to a third party and which ultimately reduced its mechanic's lien claim could have
20 been raised at that time, but was not. Defendants may not now seek to re-litigate a previously
21 discovered issue with evidence which was in their possession but which they did not rely
22 upon.

23 Defendants attempt to use the provisions of NRCP 60(b) as a means to re-litigate an
24 issue which was decided after full briefing and two hearings. This may be seen in the fact that
25 Mojave misquote the provisions of NRCP 60(b). On page 7 of the moving papers Defendants
26 cite NRCP 60(b) as follows:

[o]n motion and upon such terms as are just, the court may relieve a party . . . from final judgment, order, or proceeding for the following reasons: . . .

(2) *newly discovered evidence* . . .

(3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party;

(4) the judgment is void; or

(5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated . . .

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.

(emphasis added).

The only provision of NRCP 60(b) which has been argued or which could have any relevance to the pending motion is NRCP 60(b)(2), which states *in full*:

(2) newly discovered evidence *which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b)*

(emphasis added). Noticeably, the emphasized portion of this rule was intentionally omitted from Defendants' motion. This is undoubtedly due to the fact that the instant motion has been brought pursuant to the wrong procedural rule. As previously set forth, Defendants produced the evidence regarding the fact that Cashman had sold batteries to a third party, which were ultimately delivered to the City Hall Project in March, 2013. Pursuant to NRCP 59(e) Defendants could have moved the Court for an order to revisit its decision within ten (10) days of entry. Likewise, pursuant to NRS 108.2275(8) an appeal could have been taken from the Court's entry of order, neither of which were done by Defendants. An attempt to belatedly attack the Court's order after trial on an issue which had never been raised is improper and does not give rise to grounds for Rule 60(b) relief.

Additionally, Defendants' premise their motion on an incorrect assumption, that is, that the motion to expunge and the ultimate trial are in some way interrelated - - they are not. The attorneys' fees which were awarded to Cashman as a result of prevailing upon Defendants' Motion to Expunge stand apart from the ultimate decision in the action. The

1 purpose of NRS 108.2275 is not to provide an interim ruling, as suggested by Defendants, but
2 rather, to test the good faith with which a mechanic's lien is recorded. Thus, it is anticipated
3 that a party might prevail with regard to a motion to expunge brought pursuant to NRS
4 108.2275, but ultimately not prevail upon the final hearing on the merits. This fact is clearly
5 evidenced in the Nevada statutory framework in that the Nevada Legislature created two
6 separate mechanisms with regard to the award of attorneys' fees. One dealing with a motion
7 brought pursuant NRS 108.2275, which is found in NRS 108.2275(6) and a second for
8 addressing attorneys' fees at the conclusion of trial, namely, NRS 108.237(3). Accordingly,
9 the fact that the Court ultimately ruled against Cashman on its mechanic's lien claim does not
10 entitle Defendants to seek to revisit its previously unsuccessful motion to expunge. Cashman
11 was properly awarded fees pursuant to NRS 108.2275(6) for having to defend the motion and
12 the Court's ruling at trial does not render the prior award of fees improper or subject to
13 alteration.

14 **B. Defendants Request For an Award of Attorneys' Fees And Costs Must be Denied**

15 **1. No Grounds Exists Pursuant to NRS 18.010 To Support an Attorney's**
16 **Fees Award**

17 Defendants rely, albeit somewhat indirectly, upon the provisions of NRS 18.010 as
18 grounds for an award of attorneys' fees. This statute states as follows:
19

20 In addition to the cases where an allowance is authorized by specific statute,
21 the court may make an allowance of attorney's fees to a prevailing party:

22 (a) When the prevailing party has not recovered more than \$20,000; or

23 (b) Without regard to the recovery sought, when the court finds that the
24 claim, counterclaim, cross-claim or third-party complaint or defense of the
25 opposing party was brought or maintained without reasonable ground or to
26 harass the prevailing party. The court shall liberally construe the provisions of
27 this paragraph in favor of awarding attorney's fees in all appropriate situations.
28 It is the intent of the Legislature that the court award attorney's fees pursuant to
this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of
Civil Procedure in all appropriate situations to punish for and deter frivolous or
vexatious claims and defenses because such claims and defenses overburden

1 limited judicial resources, hinder the timely resolution of meritorious claims and
2 increase the costs of engaging in business and providing professional services to
the public.

3 NRS 18.010(2). Neither of the two provision set forth herein are applicable. First,
4 Defendants were not prevailing parties, nor were they awarded less than \$20,000. In fact,
5 Defendants were not awarded any of their requested relief and therefore cannot rely upon this
6 statute as grounds for being awarded attorneys' fees. The Nevada Supreme Court has made
7 clear that to constitute a "prevailing party" one must receive a monetary award. *See Valley*
8 *Electric Assoc. v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005). As Defendants
9 received no monetary award they cannot qualify as "prevailing parties" under the provisions
10 of NRS 18.010.
11

12 The second ground provided by NRS 18.010 is an action brought in bad faith. This is
13 not argued in the moving papers. In the event it were a consideration before the Court, it was
14 clear that Cashman's claims were brought in good faith and in full compliance with the
15 provisions of NRCP 11. Cashman prevailed upon its claim for payment in an amount in
16 excess of of \$275,000.00, thus it cannot be said that the claims were not brought in good faith.
17 Likewise, the Court's oral declaration of its intended ruling, a copy of which is attached
18 hereto as Exhibit "3" does not make any mention of bad faith, nor does it imply that any
19 claims brought by Cashman were made in bad faith. To the contrary a complete reading of
20 the transcript demonstrates that the Court commended both sides on the presentation of
21 claims.
22
23
24
25
26
27
28

1 **2. NRS 108.2275(6) Does Not Provide a Basis for an Award of Attorneys'**
2 **Fees as it is Related Only to Hearings on Motions to Expunge.**

3 By its express terms NRS 108.2275(6) applies only to motions brought seeking to
4 expunge and/or reduce mechanic's lien claims. This statute provides as follows:

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

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

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

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

17 As seen, the event which gives rise to an award of fees pursuant to NRS 108.2275 is the
18 holding of a hearing dealing with expungement of a mechanic's lien. This is entirely separate
19 from an award of attorneys' fees which may be granted after a trial upon the merits, which is
20 governed exclusively by the provisions of NRS 108.237. Defendants claim of entitlement to
21 attorneys' fees therefore fails as it has been brought pursuant to the wrong statute.

22 Defendants' approach to their motion is to simply cite any statute which awards attorneys'
23 fees and then claim that they fall with that statute's purview without any analysis. A simple
24 reading of the above statute aptly shows that Defendants' have no right to an award of fees as
25 their claim is based upon the Court's ruling after a full trial on the merits. Accordingly,
26 Defendants' motion for fees pursuant to NRS 108.2275(6) must be denied.
27
28

1 **3. NRS 108.237(3) Does Not Provide a Basis for Award of Attorneys' Fees to**
2 **Defendants**

3 There are a number of reasons that Defendants' claim for attorneys' fees pursuant to
4 NRS 108.237(3) fails, but most importantly an award requires the Court to find that the lien
5 claim has been prosecuted in bad faith and made without cause. Likewise, the Motion fails on
6 its face as improper parties seek to be awarded fees for defending a lien which had no effect
7 upon them, the attorneys' billing is not segregated in terms of what work was allocated to the
8 defense of the lien claim and what amounts are allocable to other issues which were pending
9 before the Court. Likewise, the provisions of NRS 108.237 are permissive and fees may only
10 be awarded if the Court finds that the mechanic's lien claim was pursued without a reasonable
11 basis. Accordingly, the motion for attorneys' fees must be denied.

12 **a. The Request for Attorneys' Fees Should be Denied as NRS 108.237(3) is**
13 **Permissive in Nature and Requires the Court to Make a Finding That**
14 **Cashman Acted in Bad Faith Which the Court Did Not do at Trial**

15 Defendants are not entitled to an award pursuant to the provisions of NRS 108.237(3).
16 NRS 108.237(3) is a two pronged statute which requires that the Court address two separate
17 issues, the first being a finding of bad faith, and the second a discretionary decision if fees are
18 appropriate. As noted above this statute states as follows:
19

20 If the lien claim is not upheld, *the court may award costs and reasonable*
21 *attorney's fees* to the owner or other person defending against the lien claim *if*
22 *the court finds that the notice of lien was pursued by the lien claimant without*
23 *a reasonable basis in law or fact.*

24 (emphasis added). As the plain language of this statute states, the Court *may* make an award
25 of attorney's fees; however, is not required to do so. More importantly, prior to addressing
26 the fees themselves the Court must find that the lien claim was asserted without a reasonable
27

1 basis in law or fact. *Id.* The Court made no such findings at the time of trial, and indeed, no
2 facts are present in the pending matter which would support such a finding. The
3 reasonableness of Cashman's mechanic's lien claim was litigated on multiple occasions,
4 including the motion to expunge the lien, which was denied by order of the Court dated May
5 3, 2013, in addition to a motion to dismiss and competing motions for summary judgment.
6 Given that the lien issue proceeded to trial, the Court ruled that Cashman had complied with
7 all requirements to assert a lien claim and was only defeated as a result of a payment made by
8 Defendant Mojave to a third party, Cam Consulting, the lien claim was brought with a
9 reasonable basis in law and fact. Additionally, on pages 7 – 8 of the Court's ultimate ruling,
10 a copy of which is attached hereto as Exhibit "3", the Court noted that Cashman had properly
11 complied with NRS 108.245 by providing preliminary notice of its intent to provide materials
12 to the project and that Cashman's argument in relation to the validity of its lien was "great".
13 *Id.* at 8. Far from being considered frivolous or made without a factual or legal basis, the
14 Court has already found that Cashman's mechanic's lien was filed in good faith, thus failing
15 to provide grounds which would support an award of attorneys' fees against it. Denial of
16 Defendants' request for fees is in accordance with Nevada Supreme Court precedent. The
17 Nevada Supreme Court upheld the denial of an attorney's fees request made by a general
18 contractor defending against its subcontractor's lien on a lien release bond after the
19 subcontractor's lien claim failed, finding the denial proper as the subcontractor had a
20 reasonable basis to pursue its lien. The Court reiterated that the award of fees is discretionary
21 under NRS 108.237. *See Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. Adv. Op.
22 35, 283 P.3d 250, 258 (2012). The same result should be reached in this action as Cashman
23 pursued its claim in good faith and with a reasonable basis and therefore Defendants' claim
24 for fees should be denied.
25
26
27
28

b. The Pending Motion for Attorneys' Fees Must Be Denied As it is Being Brought By Parties Without Standing

NRS 108.237(3) states as follows with regard to who may bring a discretionary motion for attorneys' fees:

If the lien claim is not upheld, the court may award costs and reasonable attorney's fees *to the owner or other person defending against the lien claim* if the court finds that the notice of lien was pursued by the lien claimant without a reasonable basis in law or fact.

(emphasis added). The instant motion has been brought on behalf of all defendants; however, it has not been explained how each of the parties was defending against the lien claim, nor what amounts each individual defendant expended in such defense. By way of example, the question must be raised in terms of how much money was expended by Whiting Turner in defending the lien claim, if any, as Whiting Turner was not even named in that cause of action? This is particularly true given the fact that the mechanic's lien was released by the posting of a mechanic's lien release bond, a copy of which is attached hereto as Exhibit "4", which obviated the need of the vast majority of defendants to have any involvement with the mechanic's lien in any way. Likewise, only Defendants Mojave and Western Surety brought the Motion to Expunge Cashman's mechanic's lien, a copy of which is attached hereto as Exhibit "5". Given the fact that all Defendants have made an application for attorneys' fees the Court must deny the pending motion. It should also be noted that in the event that Defendants attempt to alter which parties seek an award of such fees in a Reply brief, such attempt should be rejected as Cashman will be afforded no opportunity to evaluate any such representations.

c. **The Pending Motion For Attorneys' Fees Must Be Denied as The Motion Fails to Identify What Amounts Were Expended in Relation to the Mechanic's Lien Portion of the Action and Which are Attributable to Other Issues**

In establishing an award of attorneys' fees the burden is on the moving party to establish the reasonableness of the requested fees and their necessity in having been incurred. *See Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 455 P.2d 31 (1969). The pending motion fails in this regard as it does not even identify the amount of fees which is alleged to have been incurred with regard to defense of the mechanic's lien asserted by Cashman. The permissive award of attorneys' fees sought by Defendants' must be related to defense of the mechanic's lien claim. As noted by Defendants in their Motion, this action involved many claims, in addition to the lien claim, the defense of which could not result in an award of fees pursuant to NRS 108.237(3). Mojave prosecuted counterclaims, which Cashman defeated in full. In an analogous matter the Nevada Supreme Court denied a lien claimants' fees when it sought an award of fees which included matters not related to the mechanic's lien. The Nevada Supreme Court specifically held that a subcontractor could only recover the attorney's fees related to the prosecution of its lien claim, and not those for actions that, while related to collection efforts, were not directly related to the enforcement of the lien. *Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 830, 192 P.3d 730, 737 (2008). Defendants motion fails to apportion their attorneys' fees in any fashion and therefore the claim for fees fails.

III.

PLAINTIFF'S COUNTERMOTION FOR ATTORNEYS' FEES AND COSTS

Cashman is entitled to an award of attorney's fees in the amount of \$229,733.00 pursuant to NRS 104.9607 as it prevailed on the enforcement of its security interest against Mojave. Cashman was awarded judgment against Mojave in the amount of approximately \$200,000 on its claim to enforce its security interest against the materials sold to Cam and installed at the Project. Upon default, Cashman, as the secured party could reduce its claim to judgment, foreclose or otherwise enforce the claim or security interest by any available judicial procedures. NRS 104.9601(a)(1). Cashman sought to enforce its rights against the debtor and against Mojave as Mojave purchased the equipment subject to the security interest and failed to obtain a release of that interest. Cashman ultimately prevailed on that claim at trial and is entitled to an award of fees against Mojave.

District courts may award attorney fees "only if authorized by a rule, contract or statute." *Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 825 (2008). Here, the attorney's fees requested by Cashman are authorized by statute, NRS 104.9607. Where the language of a statute is not ambiguous, the court will interpret it according to its ordinary meaning. *Id.* at 826. The attorney's fees sought by Cashman are to be awarded pursuant to NRS 104.9607(4). NRS 104.9607 provides:

1. If so agreed, and in any event after default, a secured party:
 - (a) May notify an account debtor or other person obligated on collateral to make payment or otherwise render performance to or for the benefit of the secured party;
 - (b) May take any proceeds to which the secured party is entitled under NRS 104.9315;
 - (c) May enforce the obligations of an account debtor or other person obligated on collateral and exercise the rights of the debtor with respect to the obligation of the account debtor or other person obligated on collateral to make payment or otherwise render performance to the debtor, and with respect to any property that secures the obligations of the account debtor or other person obligated on the collateral;

1 (d) If it holds a security interest in a deposit account perfected by
2 control under paragraph (a) of subsection 1 of NRS 104.9104, may apply the
3 balance of the deposit account to the obligation secured by the deposit account;
4 and

5 (e) If it holds a security interest in a deposit account perfected by
6 control under paragraph (b) or (c) of subsection 1 of NRS 104.9104, may
7 instruct the bank to pay the balance of the deposit account to or for the benefit
8 of the secured party.

9 2. If necessary to enable a secured party to exercise under paragraph (c)
10 of subsection 1 the right of a debtor to enforce a mortgage nonjudicially, the
11 secured party may record in the office in which the mortgage is recorded:

12 (a) A copy of the security agreement that creates or provides for a
13 security interest in the obligation secured by the mortgage; and

14 (b) The secured party's sworn affidavit in recordable form stating
15 that:

16 (1) A default has occurred with respect to the obligation secured by
17 the mortgage; and

18 (2) The secured party is entitled to enforce the mortgage
19 nonjudicially.

20 3. A secured party shall proceed in a commercially reasonable manner
21 if the secured party:

22 (a) Undertakes to collect from or enforce an obligation of an account
23 debtor or other person obligated on collateral; and

24 (b) Is entitled to charge back uncollected collateral or otherwise to
25 full or limited recourse against the debtor or a secondary obligor.

26 4. A secured party may deduct from the collections made pursuant to
27 subsection 3 reasonable expenses of collection and enforcement, including
28 reasonable attorney's fees and legal expenses incurred by the secured party.

5. This section does not determine whether an account debtor, bank or
other person obligated on collateral owes a duty to a secured party.

In *Barney*, the Nevada Supreme Court restated the factors that the district court is to
consider in awarding attorney fees, as follows: (1) the advocate's qualities, which include
evaluating ability, training, education, experience, professional standing, and skill; (2) the
character of the work, which includes determining its difficulty, intricacy, importance, as well
as the time and skill required, the responsibility imposed, and the prominence and character of
the parties when affecting the importance of the litigation; (3) the work performed, which
includes looking at the skill, time, and attention given to the work; and (4) the result, and

1 whether the attorney was successful and what benefits were derived. *Id.* at 829. *See also*
2 *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349 (1969). The Court went on to
3 reiterate the requirement set forth in *Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837,
4 865 (2005) that sufficient reasoning and findings be made by the district court in support of its
5 determination concerning attorney's fees. *Id.* at 830.

6 Cashman is entitled to an award of its attorney's fees in this matter pursuant to NRS
7 104.9607(4) in the amount of \$229,733.00. *See* Exhibit "6", Lloyd declaration and invoices
8 for fees attached to the declaration as Exhibit "6-A". NRS 104.9607(4) specifically provides
9 for the award of fees to the secured party when exercising its rights pursuant to a valid
10 security interest. Here, the Court found there was a valid security interest and entered
11 judgment in favor of Cashman and against Mojave on that claim. As such, Cashman must be
12 awarded its fees in this matter as all are related to it exercising all available remedies under
13 NRS Chapter 104.

14 When analyzing the fees requested by Pezzillo Lloyd pursuant to the factors set forth
15 in *Brunzell* and reiterated in *Barney*, the Court must find the fees to be reasonable and
16 necessary to the prosecution and defense in this matter. *Id.* This case required substantial
17 discovery and motion practice as Cashman sought recovery for the materials it supplied to the
18 Project, after it failed to receive payment as required.

19 As to the first *Brunzell* factor the qualities of the advocate, the law firm of Pezzillo
20 Lloyd represented Cashman from the inception of this matter. Jennifer R. Lloyd has been
21 practicing law in Nevada for nine years and is the partner responsible for this matter. For
22 eight of those years, Ms. Lloyd has been with the firm of Pezzillo Lloyd, a firm that is
23 experienced in commercial litigation and practices extensively in the area of construction
24 claims and mechanic's liens. Brian J. Pezzillo, a partner with Pezzillo Lloyd, also worked on
25 this matter. Mr. Pezzillo has been practicing law in Nevada for fourteen years. Pezzillo
26
27
28

1 Lloyd is well regarded in the legal community.

2 In looking at the second *Brunzell* factor, the character of the work performed, the
3 claims pursued by Cashman in this case were unique, given the unusual circumstances that
4 gave rise to the claim, and required substantial work for that reason. The amount owed was
5 substantial, and Cashman had not received any payment for the materials it had supplied. The
6 claims concerned a well-known project, the New Las Vegas City Hall, and were primarily
7 litigated between two companies that are known in Las Vegas in the area of construction –
8 Cashman and Mojave. The action concerned a mechanic's lien, payment bond claims, claims
9 for fraudulent transfer, claim for UCC foreclosure, in addition to breach of contract.
10 Additionally, the hourly fees charged by the attorneys of Pezzillo Lloyd are reasonable in
11 matters such as this, as they ranged from \$180/hour to \$300/hour. When appropriate, tasks
12 were completed by attorneys billing at lower rates. The hourly rates charged are well within
13 what is customary and in the Las Vegas area. The total amount of the fees sought is
14 \$229,733.00.
15

16 The third *Brunzell* factor requires the Court to look at the work performed on behalf of
17 Cashman in this matter. Pezzillo Lloyd pursued all available remedies on behalf of Cashman
18 as against the Defendants in this matter, as would any plaintiff owed \$755,893.89 for
19 materials, which included the mechanic's lien claim, two payment bond claims, claims for
20 fraudulent transfer, breach of contract, and concerning the security interest Cashman had
21 perfected in the equipment. The declaration of Jennifer R. Lloyd offered in support of this
22 Motion in conjunction with the billings submitted detail the work that was completed by
23 Pezzillo Lloyd on behalf of Cashman in this matter. As a summary of the work performed,
24 the litigation of these claims required Pezzillo Lloyd to: have substantial communication with
25 Cashman concerning the defenses being alleged and the possible claims to be pursued;
26 investigate and research the claims and defenses available to Cashman; respond to Mojave's
27
28

1 claims and defenses which resulted in Mojave abandoning two claims that it had asserted
2 against Cashman for breach of contract prior to trial; take action as new claims were
3 discovered during discovery and as a result of Defendants disclosures and depositions of
4 Defendants' representatives, and file motions to amend Cashman's complaint and prepare
5 amended complaints; prepare motions for summary judgment, and respond to the numerous
6 motions filed by Defendants, including several motions for summary judgment, a motion
7 concerning the codes, and the motion to expunge the lien; review and analyze the extensive
8 documents disclosed by Defendants, which resulted in the discovery of the Mojave payment
9 bond; notice and conduct seven depositions; prepare for and attend additional depositions;
10 prepare and respond to discovery requests; analyze and develop possible avenues to obtain
11 additional information relevant to the claims and potential recovery; issue numerous
12 subpoenas on third parties to obtain additional information; and prepare for and attend the
13 trial in this matter. All of the time spent in this matter, was necessary and reasonable given
14 the nature of the claims and was spend in the prosecution and defense of this matter.

15
16 The final *Brunzell* factor concerns the result obtained, and there is no question that
17 Cashman is the prevailing party in this matter, Defendants even admit that in their Motion.
18 Cashman prevailed at trial against Mojave on the security interest, and against Whiting Turner
19 and the Owner for unjust enrichment. Cashman prevailed against other parties in this matter
20 as well including Carvalho and Rennie, which benefited Mojave substantially in that
21 Cashman's recovery against Rennie was considered by this Court in determining the amounts
22 to be awarded at trial. Defendants were vigorous in their defense of the claims asserted by
23 Cashman, filing numerous motions that required a thorough response, all of which were
24 denied by the Court. Defendants mischaracterize the total amount awarded by the Court, as it
25 is in excess of \$275,000, and as was clear at trial, the Court considered the fact that Cashman
26 had prevailed on its fraudulent transfer claim against Rennie, obtaining ownership of a
27
28

1 residence and its value, in determining the damages to be assessed against the remaining
2 Defendants at trial.

3 Cashman also defeated the three counterclaims asserted by Mojave in this matter.
4 Mojave abandoned two of its claims prior to trial due to Cashman's defense and it was denied
5 recovery at trial on its remaining claim. Additionally, Mojave was denied the substantial
6 offsets it requested as well. Defendants claim that NRS Chapter 104 does not provide for an
7 award of fees, but they are incorrect, as is detailed herein.

8 In analyzing Cashman's request for fees pursuant to Brunzell, the Court must find the
9 amounts requested reasonable and necessary to the prosecution and defense of this matter.
10 Therefore, Cashman respectfully requests that it be awarded fees in the amount of
11 \$229,733.00 as required by NRS 104.9607(6).¹

12 IV.

13 **CONCLUSION**

14 For the foregoing reasons, Defendants' Motion for Relief Pursuant to NRCP 60 and
15 their Motion for Attorney's Fees must be denied. Further, the Court should grant Cashman's
16 Countermotion for Attorneys' Fees in the amount of \$229,733.00 against Mojave.

17 DATED: April 15, 2014

18 PEZZILLO LLOYD

19 By: 

20 Jennifer R. Lloyd, Esq.
21 Nevada State Bar No. 9617
22 6725 Via Austi Parkway, Suite 290
23 Las Vegas, Nevada 89119
24 Attorneys for Plaintiff,
25 Cashman Equipment Company

26 ¹ As the prevailing party in this matter, Cashman will be filing its Memorandum of Costs with
27 the Court after the entry of judgment pursuant to NRS 18.020 and so does not request them in
28 this Countermotion.

PEZZILLO LLOYD
6723 Vic Aust Parkway, Suite 250
Las Vegas, Nevada 89119
Tel. 702 233-4225

CERTIFICATE OF SERVICE

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on the 15 day of April, 2014, a true and correct copy of the foregoing document, **CASHMAN EQUIPMENT COMPANY's OPPOSITION TO DEFENDANTS' MOTION FOR RELIEF PURSUANT TO NRCP 60(b) AND OPPOSITION TO MOTION FOR ATTORNEYS' FEES AND COSTS PURSUANT TO NRS CHAPTER 108; AND, COUNTERMOTION FOR ATTORNEYS' FEES**), was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

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

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


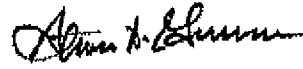

An employee of PEZZILLO LLOYD

EXHIBIT “1”



CLERK OF THE COURT

1 **NEOJ**

Jennifer R. Lloyd, Esq.

2 Nevada Bar No. 9617

Marisa L. Maskas, Esq.

3 Nevada Bar No. 10928

PEZZILLO LLOYD

4 6725 Via Austi Parkway, Suite 290

5 Las Vegas, Nevada 89119

Tel: (702) 233-4225

6 Fax: (702) 233-4252

7 *Attorneys for Plaintiff,*

Cashman Equipment Company

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

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

13 **Plaintiff,**

14 **vs.**

Case No.: A642583

Dept. No.: 32

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

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

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

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

1 - 10, inclusive;

2 Defendants.

3 AND ALL RELATED MATTERS.
4

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

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

11 DATED: May 6, 2013

12 PEZZILLO LLOYD

13
14 By: 

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

PEZZILLO LLOYD

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

CERTIFICATE OF SERVICE

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

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

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

Keen L. Ellsworth, Esq.
ELLSWORTH, BENNION & BRICSSON, CHTD.
777 N. Rainbow Blvd. Ste. 270
LAS VEGAS, NV 89107
Attorneys for Element Iron and Design


An employee of PEZZILLO LLOYD


CLERK OF THE COURT

1 **ORDER**

2 Jennifer R. Lloyd, Esq.
3 Nevada State Bar No. 9617
4 Marisa L. Maskas, Esq.
5 Nevada State Bar No. 10928
6 **PEZZILLO LLOYD**
7 6725 Via Austi Parkway, Suite 290
8 Las Vegas, Nevada 89119
9 Tel: 702 233-4225
10 Fax: 702 233-4252
11 jlloyd@pezzillolloyd.com
12 mmaskas@pezzillolloyd.com
13 Attorneys for Plaintiff,
14 *Cashman Equipment Company*

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

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

15 Plaintiff,

16 vs.

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

Case No.: A642583
Dept. No.: 32

Consolidated with Case No.: A653029

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

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

PEZZILLO LLOYD
4725 W. AUSTIN PARKWAY, SUITE 200
LAS VEGAS, NEVADA 89119
TEL. 702.259.4225

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

3 Defendants.

4 AND ALL RELATED MATTERS.
5

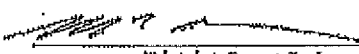
6 ORDER DENYING WESTERN SURETY COMPANY AND WEST EDNA
7 ASSOCIATES, LTD, dba MOJAVE ELECTRIC'S MOTION TO EXPUNGE OR
8 REDUCE MECHANIC'S LIEN

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

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

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

26 DATED this 26 day of May, 2013.

27 
District Court Judge

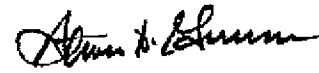
28 ROB BARR
JUDGE, DISTRICT COURT, DEPARTMENT 32

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

1 Submitted by:
2 PEZZELLO LLOYD

3
4 By: MADONNA L... 10928 / f...
5 Jennifer R. Lloyd, Esq.
6 Nevada Bar No. 9617
7 6725 Via Austl Parkway, Suite 290
8 Las Vegas, Nevada 89119
9 Attorneys for Plaintiff,
10 Cashman Equipment Company
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “2”



CLERK OF THE COURT

MPSJ
BRIAN W. BOSCHKE, ESQ.
Nevada Bar No. 7612
SHEMILLY A. BRISCOE, ESQ.
Nevada Bar No. 9985
SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308
Facsimile: 702/791-1912
bboschke@nevadafirm.com
sbriscoe@nevadafirm.com

*Attorneys for Defendants,
Counterclaimants and Crossclaimants*

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

v.

Case No.: A642583
Dept. No.: 32

Motion for Summary Judgment

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; DOES 1-10, inclusive;
and ROE CORPORATIONS 1-10 inclusive;

Defendants.

AND ALL RELATED MATTERS

Defendants, counterclaimants, and crossclaimants WEST EDNA ASSOCIATES, LTD.
d/b/a MOJAVE ELECTRIC, a Nevada corporation ("Mojave"); WESTERN SURETY
COMPANY, a surety ("Western"); THE WHITING TURNER CONTRACTING COMPANY, a
Maryland corporation, ("Whiting") and FIDELTY AND DEPOSIT COMPANY OF

///

1 MARYLAND ("Fidelity")(collectively "Defendants") by and through their attorneys of record,
2 the law firm of SANTORO, DRIGGS, WALCH, KEARNEY, HOLLEY & THOMPSON, move
3 for Summary Judgment ("Motion") against Plaintiff CASHMAN EQUIPMENT COMPANY
4 ("Cashman") pursuant to NRCP 56 on the threshold issues of acceptance of payment and release
5 and fraudulent transfer.
6

7 Summary Judgment is warranted because: (1) there are no genuine issues of material fact
8 regarding Plaintiff's acceptance of payment from Cam Consulting Inc. in the form of a
9 promissory note; and (2) Plaintiff provided an *unconditional release* to Mojave in exchange for
10 that payment; (3) pursuant to Nevada law, Defendants are entitled to summary judgment as a
11 matter of law as the evidence in this matter demonstrates that payment was accepted and a
12 release issued; and (4) Plaintiff cannot support a fraudulent transfer claim against Mojave with
13 Mojave's good faith defenses. Further, Cashman breached its contracts by failing to perform
14 work which Mojave was forced to obtain other contractors to continue work.

15 This Motion is based upon NRCP 56, the following memorandum of points and
16 authorities, all pleadings and papers on file in this case and oral argument allowed by the Court.

17 Dated this 9th day of March, 2012.

18 SANTORO, DRIGGS, WALCH,
19 KEARNEY, HOLLEY & THOMPSON

20 *Brian W. Bosch*

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

27 *Attorneys for Defendants, Counterclaimants and*
28 *Crossclaimants*



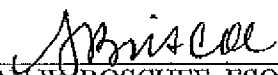
NOTICE OF MOTION

TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:

YOU, and each of you, will please take notice that the undersigned will bring the above and foregoing **MOTION FOR SUMMARY JUDGMENT** on for hearing before the above-entitled Court on the 16 day of April, 2012 at 9 : 00 am. in Department 32.

Dated this 9th day of March, 2012.

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON


BRIAN W. BOSCH, ESQ.

Nevada Bar No. 7612

SHEMILLY A. BRISCOE, ESQ.

Nevada Bar No. 9985

400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

*Attorneys for Defendants, Counterclaimants and
Crossclaimants*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Mojave issued payment to Cam Consulting Inc. ("CAM") for equipment costs in exchange for an Unconditional Release by Plaintiff Cashman Equipment. CAM failed to issue the payment to Cashman, and instead issued a promissory note and later a stop payment on the note. Now Cashman seeks to be paid a second time by Mojave, and refuses to complete any further work under its contract. The only issues for the Court to address here is that Plaintiff's acceptance of payment from CAM in the form of a promissory note while providing an *unconditional release* to Mojave entitles Mojave to summary judgment as a matter of law. Particularly, Plaintiff has no defense to the fact that payment was accepted and a release issued. The Release is a clear and unambiguous document. Further, Plaintiff cannot support a fraudulent transfer claim against Mojave, who worked with CAM on multiple projects, and had no reason to know of CAM's fraudulent purposes. Therefore, Defendants request summary judgment, because there are no issues of material fact remaining.

II. STATEMENT OF FACTS

This action stems from the egregious conduct of CAM and involves a construction project referred to as the New Las Vegas City Hall Project (the "Project") located in Las Vegas, Nevada. Mojave acted as an electrical subcontractor on the Project, and CAM Consulting, Inc. ("CAM") acted as an equipment supplier and agent to Cashman Equipment Company (*Motion*, at 3:12-23). The Project required a generator and related equipment to provide power for the overall construction. *Declaration of Bugni*, attached as Exhibit "A," ¶3.

Mojave entered into a purchase order ("Purchase Order") dated April 23, 2010 with CAM c/o Cashman Equipment to purchase the necessary generator equipment. Exhibit "A" ¶ 4. Mojave made payment to CAM as agent for Cashman in the amount of \$820,261.75 in accordance with its Purchase Order and in exchange for the equipment. *Id.* ¶ 6. Cashman entered into Unconditional Release Upon Final Payment (the "Release") and provided that release to Mojave. *Release* attached to Exhibit "A" as **Exhibit A-1**. The Release to Mojave represented the full amount of payment.



1 However, CAM issued a post dated check in the amount of \$755,893.89 to Cashman for
2 the supplied equipment. (*Motion*, 4:9-12). Cashman accepted this promissory note, but CAM's
3 promissory note failed to issue to Cashman due to a subsequent stopped payment by CAM
4 (*Motion*, 4:13-19). Cam issued a second follow up payment which also failed. *Id.*

5 Cashman refused to complete its contract with Mojave for the Project which included
6 assistance with start up of the equipment at issue on the project, and warranty of the existing
7 equipment. *Exhibit "A"* ¶ 9. *Exhibit "A-2."* Cashman further refused to provide the battery
8 power source in accordance with the Purchase Order. *Id.* ¶ 10. As a result, Mojave was forced to
9 employ outside licensed contractors to continue the contract work and start the equipment at an
10 additional current cost of \$137,253.20. *Exhibit "A"* ¶11, and *Exhibit "A-3."* A new contract was
11 entered with Gruber Technical, Inc. and Mojave has incurred costs of in the amount of
12 \$5,162.16, Hampton Tedder Technical Services for the amount of \$39,179.73, Codale for the
13 amount of \$79,721.31 and Gen-Tech of Nevada for the amount of \$13,190.00 to continue this
14 generator work, and all paid for by Mojave. *Id.* There are no existing warranties provided on the
15 equipment, and final commission of the generator can not be completed because the software and
16 instructions from Cashman are required to complete. *Exhibit "A"* ¶ 17. Thus, costs are
17 continuing and cannot be finally determined at this juncture.

18 Unrelated to Cashman, CAM issued two separate checks to Mojave related to work
19 performed by Mojave on another project called the Nevada Energy Data Center Complex.
20 *Exhibit "A"* ¶ 18. These checks were in the amounts of \$139,367.70 and \$136,269.00. Attached
21 as *Exhibit "A-4."* Mojave had a contract for this work and obtained payment pursuant to the
22 contract. *Id.* ¶ 20. Mojave did not have knowledge of any issues or problems with Cashman's
23 payment when it accepted these checks on the Nevada Energy Project. *Id.* ¶ 21.

24 Cashman now improperly seeks the entire amount owed by CAM from Mojave who has
25 already made full payment for the equipment and obtained its unconditional release.

26 III. LEGAL STANDARD

27 In order to defeat a motion for summary judgment, the nonmoving party "must by

28 ///

1 affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for
2 trial" and "is not entitled to build a case on gossamer threads of whimsy, speculation, and
3 conjecture." Wood v. Safeway, Inc. 121 Nev. Adv. Rep. 73, 212 P. 3d 1026, 1031 (2005)
4 (quoting Bulbman, Inc. v. Nevada Bell, 108 Nev. 105, 110, 825 P. 2d 588, 591 (1992)). The
5 party opposing summary judgment may not rest on the pleadings, "but must set forth specific
6 facts showing that there is a genuine issue for trial." Anderson v. Liberty Lobby, Inc., 477 U.S.
7 242, 256-57 (1986). "A fact is material if it is relevant to an element of a claim or defense and if
8 its existence might effect the outcome of the suit." T.W. Elec. Serv. V. Pacific Elec. Contractors
9 Ass'n, 809 F. 2d 626, 630 (9th Cir. 1987) (internal quotations omitted). Here the facts are not in
10 dispute. Plaintiff accepted payment in the form of a post dated check and issued an unconditional
11 release which Defendants relied on. Therefore, Plaintiff's claims do not survive under Nevada
12 law. Further, Defendant Mojave has incurred costs in the amount of \$137,253.20 to continue
13 Cashman's contract work, because they refuse to fulfill their contractual obligations.

14 IV. ARGUMENT

15 Defendants' Motion should be granted because 1) payment issued on the Project in the
16 form of a post dated check; 2) Plaintiff accepted payment for the work in the form of a
17 promissory note; 3) Plaintiff issued an unconditional release precluding later claims against
18 Defendants and limiting its claims to CAM Consulting, Inc; 4) CAM acted as an agent for
19 Cashman and 5) Mojave has good faith defenses to any allegations of fraudulent transfer.

20 1. *Payment in the form of a post dated check acts as a promissory note.*

21 Cashman does not dispute that Mojave made full payment to CAM for the equipment at
22 issue. (*Molton*, 4:3-19) Further, Cashman then accepted a post dated check from CAM as
23 payment for the same equipment. *Id.* In Nevada, and other jurisdictions, a post dated check acts
24 as a promissory note under the law. *See, Lowe v. St. of Nev., Dept. of Commerce*, 89 Nev. 488,
25 490 (1973)(a post dated check is in essence a promissory note); *Freiberger v. St. of Florida*, 343
26 So. 2d. 57 (1977)(it was proved she wrote a post dated check which is a promissory note under
27 the law); *Walton v. Clark*, 454 B.R. 537, 542 (2011)(a post dated check is the functional

28 ///

1 equivalent of a promissory note). A post dated check is nothing more than a promise to pay a
2 certain sum of money at the specified time, because ordinarily a check is payable on demand.
3 Walton, 542.

4 Cashman's argument that all Defendants are liable for payment fails, because Cashman
5 chose to enter a separate agreement with CAM. A post dated check is akin to a separate contract
6 for payment, because a post dated check is not immediately payable, but is a promise to pay on
7 the date shown. See Alvarez v. Alvarez, 800 So. 2d. 280, 284 (2001). When Cashman accepted
8 the post dated check from CAM, it agreed to payment at a later date. That promise never
9 materialized, and unfortunately Cashman remains unpaid. However, the liability rests solely on
10 CAM related to the stop payment or failure of final payment of the promissory note. Mojave, on
11 the other hand, fulfilled its obligations and should not be held liable for individual business
12 decisions made by Cashman at the time of the transaction.

13 Accordingly, summary judgment is appropriate at this time.

14 2. *The Unconditional Lien Release was not required by the circumstances and is*
15 *enforceable against Plaintiff upon receipt.*

16 At the time of Mojave's payment, Cashman provided Mojave with an executed
17 Unconditional Waiver and Release. **Exhibit "A-1."** The release was in the statutorily mandated
18 form, which Nevada law mandates in order for a release to be effective. NRS § 108.2457.
19 "Where a lien claimant has been paid in full or in part of the amount provided in the billing, the
20 waiver and release of the amount paid must be in the following form..." NRS § 108.2457(4)(b).
21 Further, the Release states in plain language on its face:

22 THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES
23 THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS
24 DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF
YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A
CONDITIONAL RELEASE FORM.

25 As written above, Nevada statute and practice provides that at the time payment is made,
26 a conditional release is submitted until it can be shown that the payment has finally cleared. See,
27 NRS § 108.2457. Once payment has cleared, an unconditional release should be submitted in

28 ///



1 place of the conditional document. Id. In accordance with these practices, a conditional release
2 becomes effective only after payment is received by the claimant, whereas an unconditional
3 release is effective immediately **even if the claimant has not been paid.** See, Janas v. Endo
4 Steel Inc., 287 B.R. 501, 510 (9th Cir. BAP 2002)(emphasis added).

5 In this case, Cashman's decision to issue an Unconditional Release to Mojave directly
6 correlates with its position to accept a promissory note from its own agent CAM. Cashman knew
7 that Mojave had tendered full payment for the equipment. By signing the unambiguous and
8 unconditional Release, Cashman irretrievably surrendered its claim for payment by Mojave. See,
9 Hockelberg v. Farm Bureau Insurance Co. Ind. App., 407 N.E. 2d 1160 (1980)("Execution of a
10 full and unconditional release bars recovery."). Cashman now finds itself in a disadvantageous
11 situation because CAM has refused to honor its promissory note, but waived its right to collect
12 from Mojave by its own actions. Cashman can not now be permitted to avoid the clear and
13 unconditional language of the release, because its deals with CAM did not work out to its
14 benefit. See, Houser v. Brent Towing Company, 610 So. 2d 36, 366 (1992).

15 Moreover, Defendants properly relied upon the Unconditional Release and should not be
16 required to issue payment twice for the same services. CAM's failure to act appropriately as
17 Cashman's authorized agent is an unclean act, but does not create liability on behalf of Mojave.
18 Mojave fulfilled its obligations pursuant to agreement and made full payment.

19 In summary, Cashman's decision to issue an Unconditional Release, against standard
20 practice and procedure, extinguished all right of claim against Defendants outside of CAM and
21 bars Cashman's ability to recover from other Defendants. Therefore, summary judgment is
22 appropriate as a matter of law.

23 3. *Cashman's refusal to start up equipment and warranty its work caused delay and*
24 *unnecessary cost to Mojave*

25 Cashman demanded duplicate payment from Mojave arising out of Cashman's failed
26 transaction with CAM. *Demand Letter* attached to Bugni Declaration as Exhibit "A-2." When
27 Mojave responded that it would assist with tracking down CAM, but had completed its payment

28 ///

1 obligations, Cashman responded that Cashman would not complete any start up for the project
2 under contract or stand by its warranties. Essentially, the completion of the entire Project was
3 "held hostage" due to Cashman's failure to perform. See generally, Calloway v. City of Reno,
4 116 Nev. 250, 993 P. 2d 1259 (2000).

5 As a result, Mojave was forced to hire several contractors to continue the generator work
6 at an additional current cost of \$137,253.20. Exhibit "A" ¶ 11. A new contract was entered with
7 Gruber Technical, Inc. for the amount of \$5,162.16, Hampton Tedder Technical Services for the
8 amount of \$39,179.73, Codale for the amount of \$79,721.31 and Gen-Tech of Nevada for the
9 amount of \$13,190.00 to complete this generator work, and all paid for by Mojave. *Invoices*
10 attached to Bugni Declaration as **Exhibit "A-3."** Cashman breached its duty under the contract
11 when it failed to start up the equipment, and should be held accountable for the unnecessary
12 costs incurred for the start up. See Reid v. Royal Insurance Company, 80 Nev. 137, 390 P. 2d 45
13 (1964)("A contractor's duty to perform job for owner in workmanlike manner is non-
14 delegable."); see also, Cheyenne Const., Inc. v. Hozz, 102 Nev. 308, 720 P. 2d 1224
15 (1986)("Where there has been partial performance, a contractor is entitled to recover total price
16 promised less the cost of completing performance and other consequential damages."). These
17 costs are currently \$137,253.20 for the diagnosis of the equipment, start up, and additional
18 materials. *Id.* Further, the equipment warranties are included as a part of the contract and were
19 not honored by Cashman, and the final commissioning of the generator cannot be completed. *Id.*
20 Therefore, total costs are not determinable at this time.

21 All parties had an obligation to complete the work under time of the essence clause and
22 Mojave had to diligently work to find contractors to complete the work in a reasonable amount
23 of time to comply with Project deadlines. See Spinella v. B-Neva, Inc., 94 Nev. 373, 580 P. 2d
24 945(1978)("Delay will constitute a breach where time is of the essence."); see also, Claudianos
25 v. Friedhoff, 69 Nev. 41, 240 P. 2d 208 (1952)("The law is clear that any tender of performance
26 is excused when performance has in fact been prevented by another party to the contract.").

27 ///

28 ///

1 Accordingly, Mojave should be awarded the amount of payment to the new contractors,
2 the associated attorneys fees, and bond costs related to Cashman's breach of contract.¹

3 4. *CAM acted as an Agent for Cashman when it Accepted Payment*

4 An agency relationship is formed when one who hires another retains a contractual right
5 to control the other's manner of performance. Grand Hotel Gift Shop v. Granite State Ins. Co.
6 108 Nev. 811, 815, 839 P.2d 599, 602 (Nev.,1992) citing Sharp v. W.H. Moore, Inc., 118 Idaho
7 297, 796 P.2d 506 (1990). CAM's contract with Mojave states that CAM is acting "c/o Cashman
8 Equipment" at the top. Further, Cashman does not dispute that CAM was acting as its agent for
9 purposes of the contract at issue. In Nevada, a principal may be bound by the acts of its agent as
10 to third parties "who have no reason to know of the agent's improper conduct. This is so even
11 when the agent acts for his own motives and without benefit to his principal." Young v. Nevada
12 Title Co. 103 Nev. 436, 439, 744 P.2d 902, 903 (Nev., 1987); Home Savings v. General
13 Electric, 101 Nev. 595, 600, 708 P.2d 280, 283 (1985); Johnson v. Fong, 62 Nev. 249, 253, 147
14 P.2d 884, 886 (Nev. 1944)("As a matter of law, the principal is liable for a tort which an agent
15 commits in the course of his employment. This is so even though the principal be ignorant
16 thereof").

17 When Mojave issued payment to CAM, the payment was for the benefit of Cashman, and
18 Mojave had no reason to doubt that its payment to CAM was not akin to a direct payment of
19 Cashman. Clearly Cashman was operating under the same plan or Cashman would never have
20 issued the Unconditional Release to Mojave. As principal for CAM, Cashman incurs the burden
21 of its agent's acts, even if the acts were unexpected or improper. Thus, pursuant to Agency law
22 in Nevada, Mojave is not liable for CAM's decision not to issue payment to Cashman.

23 5. *Fraudulent Transfer Claims fail against Defendant Mojave pursuant to NRS Chapter 112*
24 *and Mojave's Good Faith Defenses Preclude Recovery*

25 Nevada has adopted and codified the Uniform Fraudulent Transfer Act ("UFTA") in
26 NRS Chapter 112. The UFTA is designed to prevent a debtor from defrauding creditors by

27 ¹ Mojave made payment to Harris Insurance in the amount of \$11,338.41 to acquire the bond for release of the
28 mechanic's lien on the project.



1 placing the subject property beyond the creditors' reach.² Three types of transfers may be set
2 aside under the UFTA: (1) actual fraudulent transfers;³ (2) constructive fraudulent transfers;⁴ and
3 (3) certain transfers by insolvent debtors.⁵ Specifically, NRS 112.180(2) sets forth several
4 factors that the district court may consider in determining a debtor's actual intent.⁶

5 Here, Plaintiffs fail to prove that a fraudulent transfer occurred under NRS 112.180(1)(a),
6 which is a prerequisite to setting aside the transfer or imposing damages, and further fail to
7 demonstrate why Mojave did not act in good faith. While several of the above listed factors may
8 be relevant to other transferees, the application does not work with regard to Mojave. First, there
9 is no evidence to demonstrate that Mojave was an "insider" with any knowledge as to CAM's
10 transactions. CAM was working as Cashman's agent, and if a special relationship existed, it was
11 between those two parties. Mojave was paid pursuant to legitimate contracts. NRS 112.180(1)(a)

12
13 ² See NRS 112.150; See also *Herup v. First Boston Financial*, 123 Nev. 228, 162 P. 3d 870, (2007).

14 ³ NRS § 112.180(1)(a).

15 ⁴ NRS § 112.180(1)(b). A transfer is constructively fraudulent if the debtor transfers the property without receiving a
16 reasonably equivalent value in exchange for the transfer, and the debtor (1) was engaged in a transaction for which
his remaining assets were unreasonably small in relation to the transaction or (2) reasonably should have believed
that he would incur debts beyond his ability to pay. NRS 112.180(1)(b).

17 ⁵ NRS § 112.190. A fraudulent transfer by an insolvent debtor occurs in two situations: (1) when the debtor makes
the transfer without receiving a reasonably equivalent value in exchange for the transfer and the debtor was
18 insolvent at that time or the debtor became insolvent as a result of the transfer or obligation, NRS 112.190(1); and
(2) when an insolvent debtor makes a transfer on an antecedent debt to an insider who had reason to believe the
debtor was insolvent, NRS 112.190(2).

19 ⁶ (a) The transfer or obligation was to an insider;
20 (b) The debtor retained possession or control of the property transferred after the transfer;
21 (c) The transfer or obligation was disclosed or concealed;
22 (d) Before the transfer was made or obligation was incurred, the debtor had been sued or
threatened with suit;
23 (e) The transfer was of substantially all the debtor's assets;
24 (f) The debtor absconded;
(g) The debtor removed or concealed assets;
(h) The value of the consideration received by the debtor was reasonably equivalent to the value of the
25 asset transferred or the amount of the obligation incurred;
(i) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was
26 incurred;
(j) The transfer occurred shortly before or shortly after a substantial debt was incurred; and
(k) The debtor transferred the essential assets of the business....



1 plainly provides that, for the district court to enter judgment in favor of a creditor under that
2 statute, it must first determine whether the debtor “actual[ly] inten[ded] to hinder, delay or
3 defraud any creditor of the debtor.” (Emphasis added.) The facts at issue support no such
4 determination. Angelo Carvalho was approved for use under Minority contracts and had no prior
5 bad history with any of the parties. Further, all transactions were completed with written
6 agreements that contained specific terms. Therefore, Mojave had no “reason to know of the
7 transferors fraudulent purposes.”

8 Next, because actual knowledge has no evidentiary support, the Complaint seeks to
9 undermine the value received for the work between CAM and Mojave. To the contrary, Mojave
10 conducted legitimate business transactions with CAM on other projects including the Nevada
11 Energy Data Center Complex located on Lindell Road.⁷ Indeed, the payments between the
12 parties referenced in the Complaint specifically relate to the scope and price of the contracted
13 work and the parties cannot demonstrate that Mojave had any intent to defraud.⁸ However, even
14 if the Court were to assume some proof of intent to defraud was present here, the Court must
15 properly consider Mojave’s good faith defenses. NRS 112.220(1) provides a complete defense
16 for an action for avoidance under NRS 112.180(1)(a) and states:

17 [a] transfer or obligation is not voidable under paragraph (a) of subsection 1 of
18 NRS 112.180 against a person who took in good faith and for a reasonably
19 equivalent value or against any subsequent transferee or obligee.

20 NRS § 112.220(1).

21 Accordingly, the Court must determine if payment was made for reasonable value in
22 these instances. A majority of outside jurisdictions applying the UFTA hold that a transferee
23 must prove that he received the transfer in objective good faith.⁹ In other words, good faith must

24 ⁷ See Contract for NV Energy project attached as Exhibit A-5.

25 ⁸ *Id.*

26 ⁹ *In re Agricultural Research and Technology Group*, 916 F.2d 528, 535-36 (9th Cir.1990) (concluding that in
27 determining whether a transferee received an allegedly fraudulent transfer in good faith under Hawaii law, courts
28 must look to what the transferee objectively knew or should have known, instead of examining what transferee
actually knew from subjective standpoint, and citing early Supreme Court cases interpreting good faith defense
provisions within previous fraudulent conveyance statutes (citing *Harrell v. Beall*, 17 Wall. 590, 84 U.S. 590, 21
L.Ed. 692 (1873); *Shauer v. Alterton*, 151 U.S. 607, 621, 14 S.Ct. 442, 38 L.Ed. 286 (1894))); *In re Tiger Petroleum*

1 be determined on a case-by-case basis by examining whether the facts would have caused a
2 reasonable transferee to inquire into whether the transferor's purpose in effectuating the transfer
3 was to delay, hinder, or defraud the transferor's creditors.¹⁰ Importantly, NRS 112.250 directs
4 this court to apply and construe the UFTA in Nevada "to effectuate its general purpose to make
5 uniform the law with respect to the subject of this chapter among states enacting it."

6 The contracts and circumstances at issue demonstrate that Mojave acted in objective good faith
7 in its business transactions and that CAM paid reasonably equivalent value for the work.¹¹

8 There is no evidence in this matter of any questionable tactics by CAM or anything odd
9 occurring until the acts that gave rise to the Complaint by Cashman. In fact, by Cashman's own
10 admission, it accepted a second payment from CAM without accompanying CAM to the
11 financial institution or demanding another direct form of payment such as a cashier's check. No
12 doubt Cashman was not alarmed, because there was no history of bad acts with CAM or Mr.
13 Carvalho individually. Cashman likely assumed a misunderstanding occurred. Similarly, Mojave
14 had no reason to suspect CAM's financial transactions were fraudulent and cannot now be held
15 liable under NRS 112 for standard business transactions with CAM. Therefore, summary
16 judgment should be granted.

17 ///

18 ///

(continued)

19 Co., 319 B.R. at 235-36 (stating that the good faith for value defense must be established using an objective
20 standard under the Oklahoma Uniform Fraudulent Transfer Act); In re Jones, 184 B.R. 377, 388
(Bankr.D.N.M.1995) (concluding that transferees could not make out a good faith defense under the New Mexico
21 Uniform Fraudulent Transfer Act when the transferees had reason to know of pending litigation); Hall v. World Sav.
and Loan Ass'n, 189 Ariz. 495, 943 P.2d 855, 860 (Ct.App.1997) (providing that a transferee must take the asset
22 without notice, either actual or constructive, of any fraud under the Arizona Uniform Fraudulent Transfer Act); see also In re M & L Business Machine Co., Inc., 84 F.3d 1330, 1338 (10th Cir.1996) (addressing good faith under the
23 Bankruptcy Code); In re Sherman, 67 F.3d 1348, 1355 (8th Cir.1995) (stating that "a transferee does not act in good
24 faith when he has sufficient knowledge to place him on inquiry notice of the debtor's possible insolvency" under the
Bankruptcy Code).

25 ¹⁰ See, e.g. In re Agricultural Research and Technology Group, 916 F.2d at 535-36; In re Cohen, 199 B.R. 709, 719
(9th Cir.BAP 1996); U.S. v. Romano, 757 F.Supp. 1331, 1338 (M.D.Fla.1989), *aff'd*, 918 F.2d 182 (11th Cir.1990);
In re Lake States Commodities, Inc., 253 B.R. 866, 878 (Bankr.N.D.Ill.2000).

26 ¹¹ Herup v. First Boston Financial, LLC, 123 Nev. 228, 231-237, 162 P.3d 870, 872 - 876 (Nev.2007)

V. CONCLUSION

Based on the foregoing, summary judgment is appropriate in this case as a matter of law. Plaintiff cannot provide any evidence to dispute the acceptance of a promissory note and issuance of an unconditional release. Therefore, Plaintiff does not have legitimate claims against Defendants in this matter, and instead have claims directly against CAM Consulting, Inc. and Angelo Carvalho based upon failure of the promissory note. Further, Plaintiff neglected to complete its obligations under contract with Mojave which necessitated hiring new contractors to continue work on the Project. Plaintiff is responsible for these costs and should not be permitted to evade their contractual obligations. Last, CAM acted as agent for Cashman and Plaintiff fails to provide evidence to support fraudulent transfer claims against Mojave. Accordingly, Defendants respectfully request the Court grant summary judgment for these reasons.

Dated this 9th day of March, 2012.

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON



BRIAN W. BOSCH, ESQ.

Nevada Bar No. 7612

SHEMILLY A. BRISCOE, ESQ.

Nevada Bar No. 9985

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

*Attorneys for Defendants, Counterclaimants and
Crossclaimants*



CERTIFICATE OF MAILING

I HEREBY CERTIFY that, on the 9th day of March, 2012, and pursuant to NRCP 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **MOTION FOR SUMMARY JUDGMENT**, postage prepaid and addressed to:

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

Edward Coleman, Esq.
COLEMAN LAW ASSOCIATES
6615 S. Eastern Avenue, Suite 108
Las Vegas, Nevada 89119
*Attorneys for Defendant Janel Rennie
aka Janel Carvalho*

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

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



An employee of Santoro, Driggs, Walch,
Kearney, Holley & Thompson

EXHIBIT A



DECL
BRIAN W. BOSCHKE, ESQ.
Nevada Bar No. 7612
SHEMILLY A. BRISCOE, ESQ.
Nevada Bar No. 9985
SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308
Facsimile: 702/791-1912
bboschke@nevadafirm.com
sbriscoe@nevadafirm.com

Attorneys for Defendants, Counterclaimants and Crossclaimants

**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 JANBL
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; EDELITY AND
DEPOSIT COMPANY OF MARYLAND, a
surety; DOES 1-10, inclusive; and ROE
CORPORATIONS 1-10 inclusive;

Defendants.

Case No.: A642583
Dept. No.: 32

AND RELATED MATTERS.

**DECLARATION OF BRIAN BUGNI IN SUPPORT OF MOTION FOR SUMMARY
JUDGMENT**

I, BRIAN BUGNI of WEST EDNA ASSOCIATES, LTD, a Nevada corporation, d/b/a
MOJAVE ELECTRIC, INC., ("Mojave"), and authorized representative thereof, and pursuant to
NRS 53.045, hereby declare the following are true and correct to the best of my knowledge:

1 1. I am the representative of Mojave most familiar with issues alleged in the
2 Complaint in this matter and the relief that Defendant/Counterclaimants are entitled to.

3 2. This action revolves around a construction project referred to as the New Las
4 Vegas City Hall Project (the "Project") located in Las Vegas, Nevada.

5 3. The Project required a generator and related equipment to provide power for the
6 overall construction.

7 4. Mojave entered into a purchase order ("Purchase Order") dated April 23, 2010
8 with CAM c/o Cashman Equipment to purchase the necessary generator equipment.

9 5. Mojave made payment to CAM in the amount of \$820,261.75 in accordance with
10 its Purchase Order and in exchange for the equipment.

11 6. Cashman entered into Unconditional Release Upon Final Payment (the "Release")
12 and provided that release to Mojave. A true and correct copy of the Release attached as Exhibit
13 A-1.

14 7. The Release provided to Mojave represented the full amount of payment.

15 8. Upon information and belief, CAM issued a promissory note to Cashman which
16 failed.

17 9. Cashman refused to complete its contract with Mojave for the Project which
18 included assistance with start up of the equipment at issue on the project, and warranty of the
19 existing equipment. A true and correct copy of Demand Letter from Cashman attached as Exhibit
20 A-2.

21 10. Cashman further refused to provide the battery power source in accordance with
22 the Purchase Order.

23 11. Mojave was forced to employ outside licensed contractors to continue the contract
24 work and start the equipment at an additional current cost of \$137,253.20. A true and correct
25 copy of Contracts with new contractors and related purchase orders and invoices attached as
26 Exhibit A-3.

27 12. The contract was entered with Gruber Technical, inc. and Mojave has incurred
28 \$5,162.16 for work to complete Cashman's contract.

MDS

Dated this 8th day of March, 2012.

Brian Bugny VP-Finance
BRIAN BUGNY

EXHIBIT A-1

767810
FINAL

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
(NRS 108.2457)

Property Name: Las Vegas City Hall
Property Location: 496 S. Main Street, Las Vegas, NV 89101

Undersigned's Customer: Carm Consulting
Invoice/Payment Application Number: INSS 12366010, 12367010, 12389010
Payment Amount: \$ 755,893.89
Payment Period: 4-26-11
Amount of Disputed Claim: 0

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above-described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above-described Property, except for the payment of Disputed Claims, if any, noted above. The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Dated 4/27/11
By [Signature] Equipment
(Company Name)
By [Signature]
(Signature)
Title Gen'l Manager

NOTARY:

Subscribed and sworn to before the undersigned, a Notary Public for the State of NEVADA

County of CLARK This 27th day of April, 2010.

Notary Public Signature: [Signature]
Commission Expires: December 1, 2013

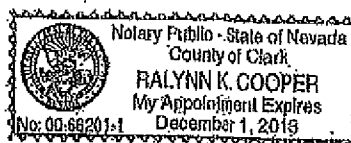


EXHIBIT A-2



PEZZILLO ROBINSON

Brian J. Pezzillo *
Jennifer R. Lloyd-Robinson *
George B. Robinson *
Mariana L. Maskas *
Lance D. Banks *

6750 Via Austi Parkway, Suite 170
Las Vegas, Nevada 89119
Tel: (702) 233-4225
Fax: (702) 233-4252
www.pezzillorobinson.com

June 20, 2011

VIA U.S. MAIL AND FACSIMILE

Shemilly A. Briscoe, Esq.
Santoro, Driggs, Walch, Kearney, Holley & Thompson
400 S. Fourth St., Third Floor
Las Vegas, Nevada 89101

Re: CAM Consulting Equipment Purchase

Dear Shemilly:

This firm represents Cashman Equipment Company ("Cashman"). I am in receipt of your correspondence dated June 2, 2011, concerning the generators ("Equipment") that Cam Consulting, Inc. ("Cam") purchased from Cashman and for which Cam has failed to pay Cashman. Cam subsequently sold the Equipment to Mojave Electric, Inc. ("Mojave") sometime in April, 2011. Prior to Mojave's purchase, Cam agreed to provide Cashman with a security interest in the Equipment and evidence of that interest was filed with the Nevada Secretary of State on February 16, 2011.

Mojave purchased the Equipment subject to Cashman's security interest. This renders Mojave responsible to pay Cashman for the Equipment, as Cam has failed to pay Cashman. Cashman is also willing to accept the return of the Equipment. As Mojave is aware, the total amount due for the Equipment is \$755,893.89. Should arrangements not be made to satisfy Cashman's claims, Cashman will be forced to pursue legal action, which will include enforcing its right to payment to the fullest extent allowed by law against all responsible parties including Mojave, Whiting-Turner and the owner of the City Hall Project.

It is important to note that the Equipment cannot be started without Cashman's assistance, and should it be started otherwise, the warranty will be voided. It would seem likely that Mojave represented that a warranty would be included with the Equipment it provided to the Project and should be aware of actions that will void the warranty. This issue could have been avoided had Mojave simply made payment for the Equipment payable jointly to Cam and Cashman. Cashman even requested that joint payment be made, but Frances McCombs of Mojave refused to do so.

*Licensed in Nevada
*Licensed in New Mexico
*Licensed in California



PEZZILLO ROBINSON

June 8, 2011

Page 2

Given the cost of the Equipment and Cashman's perfected security interest, it is unclear why Mojave chose to issue payment to Cam only, instead of taking steps to ensure that Cashman received payment for the Equipment provided.

Nothing contained herein shall be construed as a waiver of any of Cashman's rights, all of which are expressly reserved. Please contact me within five days to arrange payment of the amount owed or to arrange for the return of the Equipment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer R. Lloyd-Robinson'. The signature is fluid and cursive, with a large loop at the end.

Jennifer R. Lloyd-Robinson, Esq.
PEZZILLO ROBINSON

cc: Whiting Turner Contracting Company, via U.S. Mail
FC/LW Las Vegas LLC and LWTIC Successor LLC, via U.S. Mail



PEZZILLO ROBINSON

Brian J. Pezzillo^{o†}
 Jennifer R. Lloyd-Robinson^o
 George E. Robinson^{o†}
 Madisa L. Maskas^o
 Lance D. Banks^o

6750 Via Austi Parkway, Suite 170
 Las Vegas, Nevada 89119
 Tel: (702) 233-4225
 Fax: (702) 233-4232
www.pezzillorobinson.com

^oLicensed in Nevada
[†]Licensed in New Mexico
^oLicensed in California

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Shemilly A. Briscoe, Esq.	Jennifer R. Lloyd-Robinson, Esq.
COMPANY:	DATE:
702.791.1912	6.21.2011
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
702.791.1912	3
PHONE NUMBER:	CLIENT / MATTER NAME:
ATTACHED:	CLIENT / MATTER NUMBER:
Correspondence	Cashman v. CAM

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE HANDLE

NOTES/COMMENTS:

CAUTION: PRIVILEGED AND/OR CONFIDENTIAL INFORMATION

The information contained in this facsimile cover sheet and the attachments, if any, are privileged, confidential and intended solely for the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or reproduction of this communication, or any part hereof, is strictly prohibited. If you have received this communication in error, please immediately notify Pezzillo Robinson by telephone and return the original message to the above address via the United States Postal Service.

EXHIBIT A-3

Gruber Technical Inc.

dba Gruber Power Services
21613 N. 2nd Avenue
Phoenix, AZ 85027-2918 USA
Telephone: 602/863-2655
Fax: (602) 267-4313
Email: hal@gruber.com

Invoice 119877


Invoice Date 01/31/12

Bill To:

Mojave Systems-
3755 West Hacienda Avenue
Las Vegas, NV 89119

Ship To:

Mojave Electric
3766 West Hacienda Avenue
Attn: Chris Melors
LAS VEGAS, NV 89118

Customer	Ship Via	F.O.B.	Terms		
2MOJ01	UPS Red AM	Origin	AMEX		
Purchase Order Number		Salesperson	Order Date	Our Order Number	
4024911-0008		VAN	01/20/12	117681	
Quantity Ordered	Quantity Shipped	Item Number	Unit of Measure	Unit Price	Extended Price
	Back Ordered	Item Description		Discount % Tax	
4		4 20-ABB-KT5U8	EA	218.70000	878.80
		0 ACC - ABB - UVR field installable for T5N400 breaker		Y	
1		1 82-SHIPCHARGE	EA	204.68000	204.68
		0 GPS - VARIABLE - Shipping Charge		N	
1		1 82-FSCCFEE	EA	0.00000	0.00
		0 GPS - VARIABLE - Credit Card Fee		N	
<div style="text-align: center;"></div>					
Non-taxable Subtotal					204.68
Taxable Subtotal					878.80
Tax (8.100%)					71.18
Total Invoice					2114.66



Gruber Technical Inc.

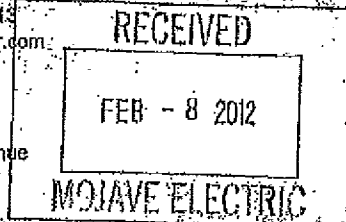
dba Gruber Power Services
21613 N. 2nd Avenue
Phoenix, AZ 85027-2918 USA
Telephone: 602/663-2655
Fax: (602) 267-4313
Email: hal@gruber.com

Invoice 119878-A

Invoice Date 01/31/12

Bill To:

Mojave Systems
3755 West Hacienda Avenue
LAS VEGAS, NV 89119



Ship To:

Mojave Electric
3755 West Hacienda Avenue
Attn: Chris Meiers
Las Vegas, NV 89118

THIS IS A REVISED INVOICE

Customer	Ship Via	F.O.B.	Terms
2MOJ01			AMEX
Purchase Order Number		Salesperson	Order Date
4024911-0006		VAN	01/20/12
			Our Order Number
			117661
Quantity Ordered	Quantity Shipped	Item Number	Unit of Measure
	Back Ordered	Item Description	Unit Price
			Discount % Tax
11.500	11.500	82-FSLBR	EA
	0.000	GPS - VARIABLE - Onsite/Offsite - FE Labor Rate	N
1.000	1.000	82-FSTRVL	EA
	0.000	GPS - VARIABLE - Travel - Field Engineer Travel Rate	N
1	1	82-PERDIEM	0.00000
	0	GPS - VARIABLE - Offsite - Perdiem Charge	N
<div>OK. Cyan</div>			
THIS INVOICE HAS BEEN PAID BY CREDIT CARD			
DO NOT PAY THIS INVOICE. DO NOT PAY INVOICE			
INVOICE IS FOR YOUR RECORDS ONLY			
Nontaxable Subtotal			
Taxable Subtotal			
Tax			
Total Invoice			

Customer Original

Page 1

JA 00007415



Gruber Technical Inc.

dba Gruber Power Services
21613 N. 2nd Avenue
Phoenix, AZ 85027-2918 USA
Telephone: 602/863-2666
Fax: (602) 257-4313
Email: hal@gruber.com

Invoice 119904-A

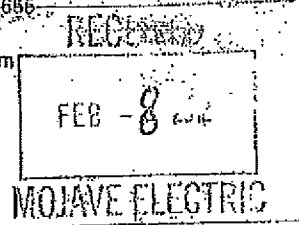
Invoice Date 01/31/12

Bill To:

Mojave Systems
3755 West Hacienda Avenue
LAS VEGAS, NV 89119

Ship To:

Mojave Electric
3755 West Hacienda Avenue
Las Vegas, NV 89118



THIS IS A REVISED INVOICE

Customer	Ship Via	FOB	Terms		
2MOJ01			AMEX		
Purchase Order Number		Salesperson	Order Date	Our Order Number	
4024911-0040		VAN	01/05/12	117040	
Quantity Ordered	Quantity Shipped	Item Number	Unit of Measure	Unit Price	Extended Price
	Back Ordered	Item Description		Discount % Tax	
1.000	1.000	82-FSLBR	EA	2050.32000	2050.32
	0.000	GPS - Service - Mitsubishi 9800AD 500 KVA - Startup			N
		01/06/12 VAN :			
		Equipment: Mitsubishi 9800AD 500 KVA			
		Service: Startup during normal business hours			
		Job#: B65998 (under City of Las Vegas, City Hall, Peter Fergen)			
		Contact: Chris Meiers, Mojave Electric cmeiers@mojaveelectric.com C:			
		702-205-3311 O: 702-798-2970			
		Location of Unit: Las Vegas City Hall, 485 South Main Street, Las Vegas,			
		NV (unit is in the basement)			
1	1	82-FSCCFEE	EA	0.00000	0.00
	0	GPS - VARIABLE - Credit Card Fee			N
<div>THIS INVOICE HAS BEEN PAID BY CREDIT CARD</div> <div>DO NOT PAY THIS INVOICE. DO NOT PAY INVOICE</div> <div>INVOICE IS FOR YOUR RECORDS ONLY</div> <div>Non-taxable Subtotal 2050.32</div> <div>Taxable Subtotal 0.00</div> <div>Tax 0.00</div> <div>Total Invoice 2050.32</div>					

Customer Original

Page 1

JA 00007416



Gruber Technical Inc.

dba Gruber Power Services
21613 N. 2nd Avenue
Phoenix, AZ 85027-2918 USA
Telephone: 602/863-2655
Fax: (602) 267-4313
Email: hal@gruber.com

RECEIVED

FEB - 8 2012

MOJAVE ELECTRIC

Invoice 119948-A

Invoice Date 01/31/12

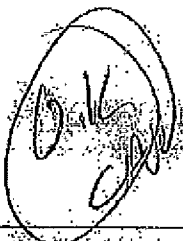
Bill To:

Mojave Systems
3755 West Hacienda Avenue
LAS VEGAS, NV 89119

Ship To:

Mojave Electric
3755 West Hacienda Avenue
Attn: Chris Meters
Las Vegas, NV 89118

THIS IS A REVISED INVOICE

Customer		Ship Via		Terms	
2MOJ01				AMEX	
Purchase Order Number		Salesperson		Order Date	Our Order Number
		VAN		01/30/12	117878
Quantity Ordered	Quantity Shipped	Item Number	Unit of Measure	Unit Price	Extended Price
	Back Ordered	Item Description		Discount % Tax	
2.000	2.000	82-FSLBR	EA	145.00000	290.00
	0.000	GPS - Service Call Onsite for City Inspection		N	
		01/30/12 VAN :			
		Equipment: Mitsubishi 9800AD 500 kVA			
		Service: Tech available during city inspection			
		Job#B65998			
		Contact: Chris Meiers: cmeyers@mojaveelectric.com C: 702-205-3			
		311 O: 702-798-2970			
		Location of Equipment: Las Vegas City Hall 495 South Main Street, Las Vegas, NV (unit is in basement)			
1	1	82-FSCCFEE	EA	0.00000	0.00
	0	GPS - VARIABLE - Credit Card Fee		N	
					
THIS INVOICE HAS BEEN PAID BY CREDIT CARD					
DO NOT PAY THIS INVOICE, DO NOT PAY INVOICE					
INVOICE IS FOR YOUR RECORDS ONLY					
Non-taxable Subtotal					290.00
Taxable Subtotal					0.00
Tax					0.00
Total Invoice					290.00

Customer Original

Page 1

JA 00007417

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1256 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 77942

TO: **MOJAVE ELECTRIC**

3755 W. Hacienda Avenue

Las Vegas, NV 89119

Attn: Accounts Payable

OCT 12 2011

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE October 10, 2011

TERMS **NET UPON RECEIPT**

JOB: Las Vegas City Hall

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PROGRESS BILLING			
<u>SCOPE OF WORK</u>			
Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear.			
<u>Labor: 09/27/11 - 09/30/11</u>			
28 HRS	Journeyman Foreman S/T	\$103.00	\$2,884.00
28 HRS	Journeyman Wireman S/T	\$95.00	\$2,660.00
56 HRS	Truck & Tools	\$30.00	\$1,680.00
Subtotal Labor:			\$7,224.00
<u>Material:</u>			
6 EA	Loop Clamp	\$1.83	\$10.98
2 EA	Sleeve Wire, Pack 100	\$120.91	\$241.82
			\$252.80
8.1% Sales Tax, Clark County			\$20.48
Subtotal Material & Tax:			\$273.28
Invoice Subtotal:			\$7,497.28
Less 10% Retention			-\$749.73
TOTAL AMOUNT DUE THIS INVOICE			\$6,747.55

Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.

Thank You
Your Business is Appreciated and
We Hope to Serve You Again.

WHITE - Original / YELLOW - Duplicate (Please remit with payment) / PINK & GOLDEN ROD - Office Copy

JA 00007418

Hampton Tedder Technical Services, Inc. *AM*

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1256 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 77943

OCT 14 2011

Roger Ricks

TO: **MOJAVE ELECTRIC**

3755 W. Hacienda Avenue

Las Vegas, NV 89118

Attn: Accounts Payable

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE October 10, 2011

TERMS **NET UPON RECEIPT**

JOB: *Las Vegas City Hall*

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	RETENTION BILLING		
	<u>SCOPE OF WORK</u> Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear (Retention Withheld on Invoice 77942).		
	Original Contract Amount:	\$7,497.28	
	Less Previous Billing:	-\$6,747.55	
	Total Retention Withheld:	\$749.73	
	TOTAL AMOUNT DUE THIS INVOICE		\$749.73
	<div><div>HOLD RETENTION</div><div>YES NO</div></div>		
	<div><i>Preced 10/27/11</i> <i>Mr. Ricks</i> <i>we</i> <i>W</i> <i>Mr. Ricks</i> <i>business</i> <i>Dr. Ricks</i></div>	<div><i>749.73</i></div>	
	<small>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</small>	<div>Thank You <i>Your Business is Appreciated and</i> <i>We Hope to Serve You Again.</i></div>	

WHITE - Original / YELLOW - Duplicate (Please remit with payment) / PINK & GOLDEN ROD - Office Copy

JA 00007419

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1256 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 77977

TO: **MOJAVE ELECTRIC**

3755 W. Hacienda Avenue

Las Vegas, NV 89119

Attn: Accounts Payable

OCT 21 2011

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE October 20, 2011

TERMS **NET UPON RECEIPT**

JOB: **Las Vegas City Hall**

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PROGRESS BILLING			
<u>SCOPE OF WORK</u>			
Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear.			
<u>Labor: 10/03/11 - 10/07/11</u>			
24 HRS	Journeyman Foreman S/T	\$103.00	\$2,472.00
72 HRS	Journeyman Wireman S/T	\$95.00	\$6,840.00
96 HRS	Truck & Tools	\$30.00	\$2,880.00
Subtotal Labor:			\$12,192.00
<u>Material:</u>			
6 EA	1-1/4" Hole Loop Clamp	\$1.83	\$10.98
1000 FT	Belden 22/2C Low Cap Cable	\$1.11	\$1,110.00
1 EA	Data Port Connector	\$4.05	\$4.05
1000 FT	THHN #10 Black 19STR CU 500S/R Wire	\$0.31	\$310.00
500 FT	THHN #10 Blue 19STR CU 500S/R Wire	\$0.31	\$155.00
500 FT	THHN #10 Red 19STR CU 500S/R Wire	\$0.31	\$155.00
3500 FT	THHN #14 Orange 19STR CU 500S/R Wire	\$0.12	\$420.00
500 FT	THHN #14 Red 19STR CU 500S/R Wire	\$0.12	\$60.00
1 EA	Wire Marker Book	\$11.28	\$11.28
8.1% Sales Tax, Clark County			\$2,236.31
Subtotal Material & Tax:			\$181.14
Invoice Subtotal:			\$2,417.45
Less 10% Retention			\$14,609.45
TOTAL AMOUNT DUE THIS INVOICE			\$13,148.50
Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The Invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.			

Thank You
Your Business is Appreciated and
We Hope to Serve You Again.

WHITE - Original / YELLOW - Duplicate (Please remit with payment) / PINK & GOLDEN ROD - Office Copy

JA 00007420

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1256 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 77978

TO: **MOJAVE ELECTRIC**

3755 W. Hacienda Avenue

Las Vegas, NV 89119

Attn: Accounts Payable

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE October 20, 2011

TERMS **NET UPON RECEIPT**

JOB: **Las Vegas City Hall**

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	RETENTION BILLING		
	<u>SCOPE OF WORK</u> Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear (Retention Withheld on Invoice 77977).		
	Original Contract Amount: \$14,609.45		
	Less Previous Billing: <u>-\$13,148.50</u>		
	Total Retention Withheld: <u>\$1,460.95</u>		
	TOTAL AMOUNT DUE THIS INVOICE		\$1,460.95
	<div><div>HOLD RETENTION</div><div>YES NO</div></div>		<div><div><i>O.K.</i></div><div><i>1460.95</i></div></div>
	<small>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</small>		<div><div><i>Thank You</i></div><div><i>Your Business is Appreciated</i></div><div><i>We Hope to Serve You A</i></div></div>

WHITE - Original / YELLOW - Duplicate (Please remit with payment) / PINK & GOLDEN - Office

JA 00007421

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1256 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 78040

COPY

TO: MOJAVE ELECTRIC

3755 W. Hacienda Avenue

Las Vegas, NV 89119

Attn: Accounts Payable

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE November 15, 2011

TERMS NET UPON RECEIPT

JOB: Las Vegas City Hall

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	RETENTION BILLING		
	<u>SCOPE OF WORK</u> Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear (Retention Withheld on Invoice 78039).		
	Original Contract Amount: \$10,432.00		
	Less Previous Billing: <u>-\$9,388.80</u>		
	Total Retention Withheld: <u>\$1,043.20</u>		
	TOTAL AMOUNT DUE THIS INVOICE		\$1,043.20
			<i>1043.20</i>
	<small>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</small>		

Thank You
Your Business is Appreciated and
We Hope to Serve You Again.

WHITE - Original / YELLOW - Duplicate (Please remit with original) / PINK - Carbon Copy

JA 00007422

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1256 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 78037

COPY

TO: **MOJAVE ELECTRIC**

3755 W. Hacienda Avenue

Las Vegas, NV 89119

Attn: Accounts Payable

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE November 15, 2011

TERMS **NET UPON RECEIPT**

JOB: Las Vegas City Hall

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PROGRESS BILLING			
<u>SCOPE OF WORK</u>			
Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear.			
<u>Labor: 10/17/11 - 10/21/11</u>			
32 HRS	Journeyman Foreman S/T	\$103.00	\$3,296.00
27 HRS	Journeyman Wireman S/T	\$95.00	\$2,565.00
26 HRS	Truck & Tools	\$30.00	\$780.00
Subtotal Labor:			\$6,641.00
Invoice Subtotal:			\$6,641.00
Less 10% Retention			-\$664.10
TOTAL AMOUNT DUE THIS INVOICE			\$5,976.90
<small>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</small>			

5,976.90

Thank You
Your Business is Appreciated and
We Hope to Serve You Again.

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1256 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 78038

TO: **MOJAVE ELECTRIC**

3755 W. Hacienda Avenue

Las Vegas, NV 89119

Attn: Accounts Payable

COPY

NOV 17 2011

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11469

DATE November 15, 2011

TERMS **NET UPON RECEIPT**

JOB: Las Vegas City Hall

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	RETENTION BILLING		
	<u>SCOPE OF WORK</u> Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear (Retention Withheld on Invoice 78037).		
	Original Contract Amount:	\$6,641.00	
	Less Previous Billing:	-\$5,976.90	
	Total Retention Withheld:	\$664.10	
	TOTAL AMOUNT DUE THIS INVOICE		\$664.10
	<div>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</div>		

664.10

Thank You

*Your Business is Appreciated and
We Hope to Serve You Again.*

Hampton Tedder Technical Services, Inc.

HIGH VOLTAGE TESTING AND MAINTENANCE

(909) 628-1256 • Fax (909) 628-6375

LICENSE NO. 288589

INVOICE NO. 78039

TO: **MOJAVE ELECTRIC**

3755 W. Hacienda Avenue

Las Vegas, NV 89119

Attn: Accounts Payable

COPY

CUSTOMER P.O. 4024911-0001

HTTS JOB NO. TN11489

DATE November 15, 2011

TERMS **NET UPON RECEIPT**

JOB: *Las Vegas City Hall*

495 Main Street

Las Vegas, NV 89101

REMIT TO: P.O. BOX 2338
MONTCLAIR, CA 91763

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PROGRESS BILLING			
<u>SCOPE OF WORK</u>			
Diagnose Complete and Startup for Caterpillar Generator and Paralleling Switchgear.			
<u>Labor: 10/10/11 - 10/14/11</u>			
44 HRS	Journeyman Foreman S/T	\$103.00	\$4,532.00
40 HRS	Journeyman Wireman S/T	\$95.00	\$3,800.00
70 HRS	Truck & Tools	\$30.00	\$2,100.00
<i>Subtotal Labor:</i>			<i>\$10,432.00</i>
Invoice Subtotal:			\$10,432.00
Less 10% Retention			-\$1,043.20
TOTAL AMOUNT DUE THIS INVOICE			\$9,388.80
<small>Should litigation be commenced to collect on this account, or any portion thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs of litigation. The invoiced amount is due and payable "NET UPON RECEIPT." In the event payment is not received, the invoiced amount or any unpaid part of the invoiced amount shall bear interest at the rate of ten (10%) percent per annum.</small>			

9388.80

Thank You

*Your Business is Appreciated and
We Hope to Serve You Again.*



3755 W. Sunset Road Ste A
Las Vegas, NV 89118
Phone (702) 384-8600
Fax (702) 384-8027

** Invoice **

Your Green Source

Remit to:
CODALE ENERGY SERVICES & SUPPLY
PO BOX 843437
LOS ANGELES, CA 90084-3437

Invoice #: S4387942.001
Invoice Date: 11/14/11
P/O #: 4024411-BAT-10001
Rel #: PROJECT7
Page #: 1

Tel: 801-975-7300

Bill To:
MOJAVE ELECTRIC
3755 W HACIENDA AVE
AKA WEST EDNA ASSOCIATES
LAS VEGAS, NV 89118

Ship To:
MOJAVE ELE/ CITY OF LV CITY HALL
CITY OF LV - NEW CITY HALL
3755 W. HACIENDA AVE
LAS VEGAS, NV 89118

ORDER DATE	SHIP DATE	WRITER	TERMS	SHIP VIA	TAX BR	ORDERED BY
10/31/11	11/14/11	ROWHOL	See Discount Below	DIRECT	7	PETE
ORDER QTY	SHIP QTY	DESCRIPTION			NET PRC	EXT PRC
160ea	160ea	CASHMAN FLAMM FLX500 BATTERIES LINE: 1			0.000/EA	0.00
4ea	4ea	CASHMAN BATTERY CABINET LINE: 1			0.000/EA	0.00
1ea	1ea	MISC GEAR PRICE LINE: 1			70510.000/EA	70510.00
1ea	1ea	NEVADA NONTAXABLE SHIPPING TO FOLLOW LINE: 2			3500.000/ea	3500.00

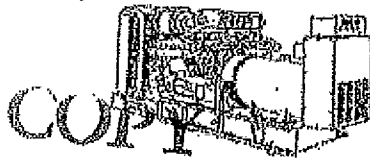
NOV 29 2011

All sales subject to Codale ESS Terms and
Conditions (T&C's) Available at www.codaleess.com/terms
Sales Tax is Not included in any Bid

Net Amt 74010.00
Sales Tax 5711.31
Total 79721.31

Cash Discount 1486.20 If Paid By 12/15/11 - 15N25 NS

... Reprint ... Reprint ... Reprint ... Reprint ...



Power Generation Specialist
www.gentechusa.com

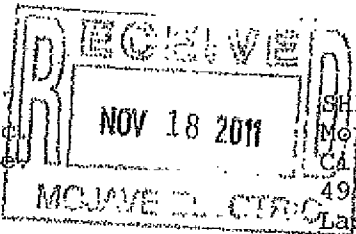
BILL TO:

Mojave Electric Inc.
3755 W. Hacienda Ave.
Las Vegas NV 89118

I N V O I C E

GEN-TECH OF NEVADA
4785 Copper Sage St, Suite A
Las Vegas NV 89115

Toll Free @ 866-633-6400



SHIP TO:

Mojave Electric Inc.
City Hall Building
495 S Main
Las Vegas NV 89106

Invoice #	Order #	Customer#	Customer P.O.	Terms
32258	19408	67	4024911-0002	Net 30 Days

Invoice Dt	Order Dt	Ship Via:	SlsPerson
11/16/11	11/16/11		ZZZ

QUANTITY	U/M	ITEM/DESCRIPTION	UNIT PRICE	AMOUNT
----------	-----	------------------	------------	--------

Performed service estimate per
PHXQ10239 \$4,000.00
Sales Tax \$.00
Shipping \$.00
TOTAL DUE \$4,000.00

S/O:02000032979 Date:11/16/11

Tech:450 Stumpf, John

Equ#:GEN0900CA1013XX

Ser#:JSJ01013

1.0	EA	SERVICE ESTIMATE PHXQ10239	4,000.00	4,000.00
-----	----	----------------------------	----------	----------

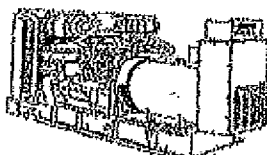
Equ#:GEN0900CA1016XX

Ser#:JSJ01016

Total Due On 12/16/11				4,000.00
-----------------------	--	--	--	----------

REMIT TO: GEN-TECH OF NEVADA 7901 N. 70th Ave. Glendale AZ 85303
Late Charge of 1.5% on Past Due Amounts

JA 00007427



Power Generation Specialist
www.gen-techusa.com

BILL TO: 67
Mojave Electric Inc.
3755 W. Hacienda Ave.
Las Vegas NV 89118.

INVOICE

GEN-TECH OF NEVADA
4785 Copper Sage St, Suite A
Las Vegas NV 89115

Toll Free @ 866-633-6400

NOV 18 2011

SHIP TO:
Mojave Electric Inc.
City Hall Building
495 S Main
Las Vegas NV 89106

4024911-0002

Invoice #	Order #	Customer#	Customer P.O.	Terms
32259	19409	67	Peter Fergen	Net 30 Days

Invoice Dt	Order Dt	Ship Via	SlsPerson
11/16/11	11/16/11		ZZZ

QUANTITY	U/M	ITEM/DESCRIPTION	UNIT PRICE	AMOUNT
----------	-----	------------------	------------	--------

Performed service estimate per
PHXQ10338 \$9,190.00
Sales Tax \$.00
Shipping \$.00
TOTAL DUE \$9,190.00

S/O:02000033021 Date:11/16/11

Tech:450 Stumpf, John

Equ#:GEN0900CA1013XX

Ser#:JSJ01013

1.0	EA	SERVICE ESTIMATE PHXQ10338	9,190.00	9,190.00
-----	----	----------------------------	----------	----------

Equ#:GEN0900CA1016XX

Ser#:JSJ01016

Total Due On 12/16/11

9,190.00

INCREASE PO
FOR 4024911-0002
LHLL

REMIT TO: GEN-TECH OF NEVADA 7901 N. 70th Ave. Glendale AZ 85303
Late Charge of 1.5% on Past Due Amounts

JA 00007428

EXHIBIT A-4

1033
 DATE 28 April -11
 \$136,269.00
 CAN CONSULTING INC
 1033
 5477034
 20
 PAY TO THE ORDER OF
 Nevada State Bank
 THE DOOR TO YOUR FUTURE
 51446
 For unexpired R 51446
 1001033 1224007940262031032

MOJ00064

JA 00007430

EXHIBIT A-5



CONSULTANT AGREEMENT

Subcontract # 769710 SYS 10005

THIS CONSULTANT AGREEMENT is entered into between the parties identified below and on the terms and conditions set forth herein.

DATE OF AGREEMENT: August 10, 2010

CONTRACTOR'S NAME ("Contractor"); Mojave Electric
3755 West Hacienda Street
Las Vegas, NV 89118

CONSULTANT'S NAME ("Subcontractor") CAM Consulting
3874 Civic Center Drive
North Las Vegas, Nevada 89030

PROJECT NAME AND ADDRESS ("Project") NV Energy Data Center Complex
7155 Lindell Road #5
Las Vegas Nevada 89118

PROJECT OWNER'S NAME ("Owner") County of Clark (Dept of Aviation)
NV Energy Company Lease
%Majestic Realty Company
%R. Martin
4155 W Russell Road #C
Las Vegas Nevada 89118-2348

PRIME CONTRACTOR ("Prime") Kalb Construction
5670 Wynn Road
Las Vegas Nevada 89118.


RECITALS:

- A. Contractor is under contract with Owner, or has subcontracted with the prime or a higher-tiered subcontractor;
- B. Part of the work required to be performed by Contractor on the Project is that which Subcontractor agrees to perform;
- C. Subcontractor desires to perform the work and to supply the material and equipment as set forth in this Subcontract and the Subcontract Documents using Subcontractor's best skill and judgment and to complete the Project on time and on budget.

NOW, THEREFORE, in consideration of the mutual benefits arising therefrom, and for other good and valuable consideration, it is hereby agreed as follows:

ARTICLE 1

Scope of Work, Contract Documents and Miscellaneous Clauses

 Contractor

1

 Subcontractor

JA 00007433

1.1 Scope of Work:

1.1.1 Subcontractor shall perform the following part of the work which Contractor has assumed toward Owner, all in accordance with the prime contract for the project and any higher-tiered subcontractor hereinafter referred to as the ("Work" or "Subcontractor's Work");

Includes: Supply and install a turnkey Telecommunications system as called for in the Contract Documents dated July 16, 2010 - Copy of the Contract and Schedule between Contractor and Kalb Construction is included and part of this Contract. This is a BIM three dimensional coordinated project.

Excludes: Bonds, Permits, Backboards, Grounding to Telephone Backboards, Conduit, Flex, Cable Tray, Standard Boxes, Access Panels, and Bringing existing installations up to Code.

1.2 **Entire Agreement:** This Subcontract and Subcontract Documents constitute the entire agreement between the parties. All negotiations, proposals, modifications and agreements prior to the date hereof are merged into this Subcontract and superseded hereby. There are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Subcontract unless set forth in writing and signed by both parties hereto.

1.3 **Modification of Subcontract:** This Subcontract shall not be altered, amended, assigned, encumbered or hypothecated by either party without the express written consent of both parties.

1.4 **Governing Law:** The terms and conditions of this Subcontract shall be construed in accordance with and governed by the laws of the State of Nevada.

1.5 No Waiver: No action or want of action on the part of Contractor at any time to execute any rights or remedies conferred upon it under this Agreement shall be, or shall be asserted to be a waiver of any of its rights or remedies hereunder.

1.6 **Assignment and Subcontracting:** Subcontractor shall not assign and/or transfer this Subcontract nor any funds due hereunder, without the prior written consent of Subcontractor's surety, if applicable, and Contractor.

ARTICLE 2

2.1 Insurance: Before Subcontractor prepare any Work under this Subcontract he shall provide a Certificate of Insurance evidencing coverage acceptable to Contractor in the amounts either as required by attachment "A" or the Contract Specifications whichever is greater:

2.1.1 Workers Compensation: As required by the laws in the State of Nevada, including a Waiver of Subrogation in favor of the Owner, General Contractor and Contractor.

2.1.2 General Liability: Commercial General Liability on a occurrence basis (Claims Made coverage not acceptable) insuring bodily injury and property damage against the hazards of Premises and Operations, Products and Complete Operations, Independent Contractor's and Contractual Liability in the following minimum limits of liability:

Bodily Injury	\$1,000,000 each occurrence
and	and

 Contractor

K Subcontractor

Property Damage \$2,000,000 aggregate

- 2.1.3 Hazardous Operations: When the Work of this Subcontractor involves any subsurface activities, the Subcontractor shall provide liability coverage for explosion, collapse, and underground hazards (XCU) with the minimum limits listed above. Other hazardous operations, as determined by Contractor, may require other coverage and/or higher limits of liability. No Subsidence exclusions accepted.
- 2.1.4 Automobile Liability: Comprehensive Automotive Liability covering owned, hired, and non-owned automobile, with the minimum limits of \$1,000,000 combined.
- 2.2 The Subcontractor's insurance afforded under 2.1.1 and 2.1.2 above shall include a Completed Operations Additional Insured Endorsement naming Contractor, General Contractor and Owner as Additional Insured's, subject to Nevada State Statutes. Additionally, the following clause is to be added: "The insurance afforded to the Additional Insured's is primary insurance, if the Additional Insured's have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy cannot be reduced by the existence of such other insurance."
- 2.3 The Certificate evidencing the above required coverage's shall provide that such coverage not be cancelled or materially reduced except by written notice to Contractor and the owner at least thirty(30) days prior to the effective date of such cancellation or material reduction in coverage. New or renewal Certificates shall evidence all of the required coverage's.

ARTICLE 3

Subcontractor Representations


By entering into this Subcontract, Subcontractor represents and warrants that:

- 3.1 Licensing of Subcontractor: Subcontractor is properly licensed by the applicable public agencies, to perform the services included in this Subcontract, as required by law.
- 3.2 Subcontract Price: The Subcontract price, as set forth herein, is the maximum amount to be paid for all Work required on the Project, including all price increases for labor and materials relative to the Work; additional labor and materials for all detail and refinement of the plans and specifications, all foreseen or foreseeable risk, hazards, and difficulties in connection therewith, except as approved by written Change Orders as set forth herein.
- 3.3 Contractor's and Subcontractor's Authorized Representatives: Subcontractor shall at all times during the progress of its Work have a representative at the Project who is authorized to receive orders, to make decisions regarding the work to be performed and be responsible for Subcontractor's total scope of Work. Subcontractor further understands that the only person empowered by Contractor to issue orders, make decisions and approve change orders is its authorized representative. For the purpose of this Project, Subcontractor and Contractor's authorized representatives shall be:

Consultant: Angelo Carvalho, President;

Contractor: Mark Foster, Project Manager;

- 3.4 Subcontractor Employee Safety: The Subcontractor is responsible to work within all the parameters of Federal or Nevada State OSHA and all requirements pertain to this Subcontractors

 Contractor

 Subcontractor

work. Subcontractor will indemnify the Contractor for all expenses bore by the Contractor to defend itself regarding Federal or Nevada OSHA Fines and Penalties caused by Subcontractor.

ARTICLE 4


Subcontractors Duties and Responsibilities

- 4.1 Plans and Drawings: Subcontractor shall keep at the Project, a current set of plans and drawings updated with as-built conditions.
- 4.2 Permits and Licenses: In performing its work Subcontractor shall obtain and pay for all permits and fees, and shall obtain all licenses as necessary for carrying on its Work.
- 4.3 Subcontractor Personnel: Subcontractor agrees to make available a sufficient number of trained, skilled and qualified personnel, for the production of its Work as required for the timely completion of its Work as directed by Contractor. Subcontractor acknowledges and agrees time is of the essence.
- 4.4 Safety: Subcontractor agrees to comply with the requirements of the Contractor's, Prime Contractor's, or the Owner's Safety Policy which ever is more stringent for this project. This includes the Drug testing requirements.

ARTICLE 5

Subcontractor Price and Payment

- 5.1 Subcontractor Price: The total amount to be paid by Contractor for furnishing all labor, materials, equipment and services of every kind or nature, for the proper and timely completion of all Work to be performed by Subcontractor on the Project is:
Three hundred fifty thousand four hundred seventy dollars (\$350,470.00)
- 5.2 Progress Payments: By no later than the 20th day of each month, Subcontractor shall submit a Payment Request to Contractor for payment. Payment shall be remitted ten (10) days after receipt of payment by Contractor from Owner. Receipt of payment from Owner is a condition precedent to payment by Contractor to Subcontractor or Contractor shall pay to Subcontractor ninety percent (90%) of the payment request (ten percent (10%) to be held as retainage). No Progress Payment shall be construed to constitute acceptance of any part of Subcontractor's Work.
- 5.3 Final Completion and Final Payment:
 - 5.3.1 On receipt of Subcontractor's Request for final payment and inspection of work, Contractor will process the Payment Request. FINAL PAYMENT SHALL BE MADE TO SUBCONTRACTOR THIRTY (30) DAYS AFTER THE LAST OF THE FOLLOWING TO OCCUR: (1) THE DATE ALL WORK TO BE PERFORMED BY CONTRACTOR HAS BEEN COMPLETED; OR (2) ALL CONDITIONS PRECEDENT TO SUBCONTRACTOR'S RIGHT TO PAYMENT HAVE BEEN SATISFIED, INCLUDING BUT NOT LIMITED TO, CONTRACTORS' RECEIPT OF PAYMENT FROM OWNER.
 - 5.3.2 The acceptance of final payment by Subcontractor constitutes Subcontractor's waiver of any and all claims including, but not limited to, claims for extra work or materials, disruption, hindrance, delay, suspension, acceleration, differing site conditions, changes in scope, payment delay, termination or interruption that may exist or may hereafter accrue against

 Contractor

 Subcontractor

Contractor, Owner or the Property.

ARTICLE 6

Changes in the Work and Claims

- 6.1 Alteration to Plans or Scope of Work: Owner and Contractor may make changes in the drawings, specifications and the scope of Work. Subcontractor agrees to make all changes to the Work either as additions or deletions, and to perform all changed work that Contractor may require pursuant to this Article, and the same shall not nullify this Subcontract.
- 6.2 Changes:
- 6.2.1 To be valid, all claims for changes, including but not limited to, claims for extra work, materials and Work Schedule extensions, whether directed by Contractor or Owner, shall be evidence by a written "Change Order" in a form designated by Contractor and signed by the authorized representative of Contractor and Subcontractor. Subcontractor agrees that if Subcontractor proceeds with any change (other than those involving no increase in the Subcontract Price or Work Schedule) before receiving written authorization to do so ("Unapproved Changes"); regardless of whether the change was ordered by the Owner's and/or Contractor's authorized representative, Subcontractor shall be deemed to have waived any claim for additional compensation. Subcontractor's procurement of advance written authorization from Contractor's authorized representative is a "condition precedent" to Contractor's obligation to pay Subcontractor for any change or to extend the Work Schedule. Contractor's payment of any change without execution of a written Change Order does not constitute a continuing waiver of the requirement that all changes be approved by Contractor in writing.

ARTICLE 7

Termination of the Subcontract

7.1 Termination of Subcontract:

- 7.1.1 If in the opinion of Contractor, any of the following events occur, Contractor may terminate this Subcontract, if Subcontractor has not cured the default within seventy two (72) hours of Contractor's written notice to cure or correct:
- (a) Subcontractor refuses or fails to replace and/or repair defective material or Work;
 - (b) Subcontractor refuses or fails to provide sufficient properly skilled workers, adequate supervision or materials of the proper quality;
 - (c) Subcontractor causes, by any action or omission, the stoppage or delay of or interference with the work of Contractor or any of its Subcontractors;
 - (d) Subcontractor refuses or fails to prosecute the Work required by this Subcontract in a diligent, efficient, timely, workmanlike, skillful and careful manner;
 - (e) Subcontractor fails to prosecute its Work according to Contractor's Work Schedule;
 - (f) Subcontractor fails to make prompt payments to its Subcontractors, suppliers or laborers or fails to provide Lien Waivers and Releases;

 Contractor

 Subcontractor

- (g) Subcontractor violates or fails to comply with any covenant or condition contained in this Subcontract;
- (h) Subcontractor makes a general assignment : for the benefit of its creditors, or a receiver is appointed for the benefit of Subcontractor's creditors or Subcontractor files bankruptcy; and
- (i) Subcontractor fails to maintain SRS, Public liability or Property Damage Insurance as required herein.

ARTICLE 8.

Settlement of Disputes

- 8.1 Dispute Resolution Procedure: In the event a dispute arises relating to Subcontractor's Work, including change order Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, the matter shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules.

ARTICLE 9

Service of Notice

- 9.1 Any and all notices, demands or request required or appropriate under this Subcontract shall be given in writing either by personal delivery, registered or certified mail (return receipt requested) or by facsimile to the address as set forth in this agreement.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Subcontract as of the day and year first above written.

Contractor

Subcontractor

By: 

By: 

Title: Peter R. Fergen, VP Project Development

Title: President

NV State License No.: _____

 Contractor

 Subcontractor

ATTACHMENT 'A'

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE REVISED 9/12/2007
Insured (702) 860-1144 FAX: (702) 860-1155 Insurance 5105 S Durango Drive Suite 100 Las Vegas NV 89113 Typed ABC Contractor 9999 Main Street Your City NV 99999			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
			INSURERS AFFORDING COVERAGE		NAIU#	
			INSURER: ABC Insurance Co. INSURER: DEF Insurance Co. INSURER: GHI Insurance Co. INSURER: JKL Insurance Co.			
COVERAGE THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.						
POLICY NUMBER	TYPE OF COVERAGE	POLICY PERIOD	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLICABLE PER POLICY <input checked="" type="checkbox"/> \$1,000,000	123456789	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 POLICY LIMIT \$ 300,000 MEDICAL FEES \$ 10,000 PERSONAL & ADJ. \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETED \$ 2,000,000 EXPLOSION, COLLAPSE \$ 1,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> MY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	123456790	01/01/07	01/01/08	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (PERSONAL) \$ BODILY INJURY (PROPERTY) \$ PROPERTY DAMAGE (PERSONAL) \$ AUTO ORY - PLACEMENT \$ OTHER THAN AUTO ORY: EACH \$ AGGREGATE \$	
C	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> PRODUCTS <input type="checkbox"/> REVENUE	123456901	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETARY/INDEMNITY <input type="checkbox"/> CIVIL LIABILITY/RECOVER <input type="checkbox"/> OTHER	12345692	01/01/07	01/01/08	<input checked="" type="checkbox"/> WORKERS COMP. \$ 1,000,000 <input type="checkbox"/> CIVIL LIABILITY \$ 1,000,000 <input type="checkbox"/> EL-DISEASE-POLICY \$ 1,000,000	
DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE/USE/ADDED EXTENSIONS/SPECIAL PROVISIONS WORKER NAME CERTIFICATE WORKER & ALL CHARGE AS DESCRIBED IN CONTRACT NOT INCLUDED AS ADDITIONAL INURED WITH RESPECT TO GENERAL LIABILITY PER ATTACHED CO2D10 21/06 (OR ITS EQUIVALENT) OR A VEHICLE/NOT CONTINUOUSLY RATED. VALUABLE OF SUBROGATION APPLIES ON GENERAL LIABILITY AND WORKERS COMPENSATION PER ATTACHED WORKER. EXCEPT TO DATE WORKER AND NON PAYMENT OF PREMIUM.						
CERTIFICATE HOLDER MOJAVE ELECTRIC 3755 W HACIENDA AVE LAS VEGAS, NV 89110			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER BY FIRST CLASS MAIL. VALUABLE TO 60 DAYS, UNLESS NO OBLIGATION ON LIABILITY OF ANY AND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			

ACORD 26 (04/00)
IN 8029 (03/00)

© ACORD CORPORATION 1999
Page 1 of 2

Contractor

7

Subcontractor

JA 00007439

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

 Contractor

8

 Subcontractor

NON EXCLUSION CONFIRMATION FORM

IT IS ESSENTIAL THAT YOU HAVE YOUR AGENT COMPLETE THE ENCLOSED FORM. INSURANCE WILL NOT BE APPROVED UNTIL THIS FORM HAS BEEN RETURNED. ANY FUTURE PROGRESS PAYMENTS WILL BE HELD UNTIL PROPER COVERAGE IS RECEIVED.

As the insurance agent of record for the below stated policy, I certify that said policies do NOT contain any of the following exclusions:

Subcontractor/Policy Owner: _____

Insurance Carrier: _____

General Liability Policy #: _____

Umbrella Policy #: _____

INITIAL

_____ Timeshare Operations: the policy does not contain any exclusions or limitations for Timeshare construction.

_____ Condominium Operations: the policy does not contain any exclusions or limitations for condominium, multi-family or other attached residential construction.

_____ Subsidence Coverage: No exclusions or limitations for subsidence.

_____ Broad Form Property Damage

_____ Contractual Liability

_____ Pollution Coverage

_____ HIFS Exclusion.

Explain Exceptions: _____

Job Description #: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

Agency: _____

Address: _____

City, State & Zip: _____

 Contractor

 Subcontractor

EXHIBIT “3”

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.

KARR Reporting, Inc.

JA 00007443

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. BOSCHEE: 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. BOSCHEE: Okay. I didn't know if you wanted --

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

17 MR. BOSCHEE: 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. BOSCHEE: 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MS. LLOYD-ROBINSON: That's fine.

MR. BOSCHEE: 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.

KARR REPORTING, INC.
Aurora, Colorado


KIMBERLY LAWSON

KARR Reporting, Inc.

EXHIBIT “4”

BOND FOR RELEASE OF MECHANIC'S LIEN

BOND NUMBER: 58685401

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

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

See Attached Exhibit "A"

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

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

Mojave Electric

By: _____

Western Surety Company

By: _____

Kelly M. Lamb, Attorney-in-Fact

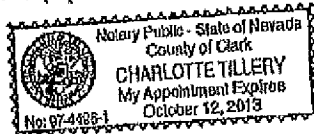
State of Nevada)

County of Clark)

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

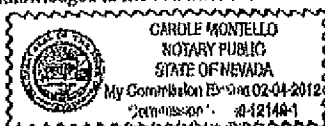
State of Nevada)

County of Clark)



Charlotte Tillery
Notary Public
My Commission Expires: _____

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



Candie Montello
Notary Public
My Commission Expires: February 4, 2012

MOJ00051

JA 00007476

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY



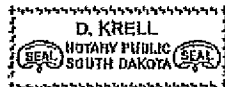
Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

State of South Dakota } ss
County of Minnehaha }

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

My commission expires

November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of September, 2011.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-18-06

MOJ00052

JA 00007477

INDEMNIFICATION AND DEFENSE AGREEMENT

WHEREAS, Mojave Electric ("Mojave") entered into a Subcontract Agreement ("Agreement") with The Whiting-Turner Contracting Company ("Whiting-Turner") on February 11, 2010;

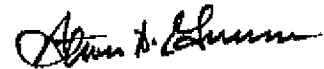
WHEREAS, Article 8 of that Agreement required Mojave to bond any liens placed give the City of Las Vegas New City Hall project by Mojave's subcontractors or vendors in circumstances where Mojave was paid for the work or equipment, which was subject of the lien;

WHEREAS, Cashman Equipment Company ("Cashman") recorded a lien on June 22, 2011, in Book/Inst. 201106220002156, records of Clark County, Nevada Clerk and Recorder in the amount of \$755,893.89 for provision of generators for which Mojave has been fully paid by Whiting-Turner;

WHEREAS, pursuant to Article 8 of the Agreement, Mojave has posted Western Surety Company, Payment Bond No. 929490974 dated March 2, 2010 ("Western's Payment Bond"), which requires the bonding company to indemnify and defend Whiting-Turner from any failure to pay an obligation on the City of Las Vegas New City Hall project by Mojave in circumstances where Whiting-Turner has paid Mojave for the work or equipment in question;

WHEREAS, Whiting-Turner placed the Western's Payment Bond on notice of Cashman's claim in Case No. A642583, entitled *Cashman Equipment Company, plaintiff, vs. CAM Consulting Inc., et al., defendants*, District Court, Clark County, Nevada and lien foreclosure action;

EXHIBIT “5”



CLERK OF THE COURT

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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

v.

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

Defendants.

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

AND RELATED MATTERS.

MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN

COMES NOW, Defendant/Counterclaimant WESTERN SURETY COMPANY,
("Western"), a surety, and WEST EDNA ASSOCIATES, LTD. dba MOJAVE ELECTRIC, a

1 Nevada corporation, ("Mojave")¹ by and through their attorneys of record, Brian W. Boschee,
2 Esq. and Shemilly A. Briscoe, Esq. of the law firm of COTTON, DRIGGS, WALCH, HOLLEY,
3 WOLOSON & THOMPSON, move this Honorable Court to expunge, or drastically reduce, the
4 Notice of Lien recorded by Cashman Equipment Company ("Plaintiff" or "Cashman") on June
5 22, 2011, as Instrument No. 201106220002156 of the Official Records of Clark County, Nevada
6 ("the Lien"), attached as **Exhibit "A."** In addition, pursuant to NRS 108.2275(6) (a) and (b),
7 Western seeks an award of attorney's fees and costs incurred for bringing this Motion as the Lien
8 was recorded without reasonable cause and is excessive. This Application is based upon NRS
9 108.2275, the Exhibits, the attached Memorandum of Points and Authorities, the papers
10 previously filed with the Court in this matter, and any oral argument the Court entertains during
11 the hearing on this matter.

12 MEMORANDUM OF POINTS AND AUTHORITIES

13 I. Introduction

14 In Nevada, to avoid the need for injunctive or declaratory relief, the legislature adopted
15 NRS 108.2275, providing a statutory right to expunge or reduce a frivolous or excessive lien at a
16 hearing to be held no less than 15 and no more than 30 days after a motion is filed. In this matter,
17 Cashman recorded the Lien against the Property, and Mojave obtained a Bond from Western
18 Surety to release the Property from said Lien. According to Cashman's Lien, the amount due is
19 \$755,893.89 or the total amount of the contract. However, Cashman's work has not been
20 completed on the project, and more importantly, a lien for this amount was not properly stated by
21 Cashman. Specifically, Cashman failed to timely serve a Notice of Right to Lien ("Pre-Lien")
22 pursuant to NRS Chapter 108.245 in March of 2011 and instead served it in April of 2011. A
23 Pre-Lien covers costs included in a proper lien for the preceding 31 days. As a result, the only
24 costs documented by Cashman that are covered by the lien statute occurred in March of 2011, in
25 the amount of \$329.00. Therefore, the claim amount of Cashman's Lien is completely
26 unsupported by the facts of this case and the lien should be expunged or reduced to reflect the

27 ¹ Western Surety Company is seeking relief due to the Bond which has taken the place of the Owner's rights to the
28 Property. Mojave is also a movant due to its payment of the legal fees and the bond in this litigation.

1 proper sum. Further, Defendants are entitled to an award of fees and costs for bringing this action
2 and the fees and costs incurred to date based upon the Lien claim. Cashman has maintained this
3 action without proper support and made every step of the litigation costly to Defendants. The
4 Court must preserve the parties' rights under the law and expunge Cashman's Lien.

5 **II. Statement of Facts**

6 The facts are undisputed that FC/LW Vegas LLC and LWTIC Successor LLC, care of
7 Forest City Enterprises, is the owner of certain real property (the "Property") located at 518 S. 1st
8 St., Las Vegas, Nevada. Whiting Turner Contracting Company, Inc. is the prime contractor on
9 the City Hall Construction Project (the "Project") that is located at the Property and the subject
10 of this action. Cashman entered into an agreement whereby Cashman was to provide electrical
11 generator equipment which Mojave Electric would install on the Project. Cashman delivered the
12 majority of the equipment and Mojave paid CAM Consulting, Co. ("CAM") a minority
13 contractor, who was to in turn make immediate payment to Cashman. Instead of the traditional
14 transaction, CAM absconded with the funds, and Cashman has brought the pending action to
15 recover payment for the equipment.

16 According to its documents and testimony, Cashman delivered the materials in January
17 and February of 2011.² Cashman then served its Notice of Right to Lien or Pre-Lien notice on
18 April 20, 2011.³ Cashman recorded a mechanic's lien against the Property on June 22, 2011 in
19 the amount of 755,893.89 as Instrument No. 201106220002158.⁴ The Owner required that
20 Mojave obtain a Release Bond to release the Property from said lien, because Mojave had
21 contracted to keep the property free of encumbrances. Mojave did record a bond of release from
22 Western Surety for one and half times the amount of Cashman's lien as NRS Chapter 108
23 requires.⁵

24 _____
25 ² See COD invoices for the equipment dated January 31, 2011 and February 1, 2011 in the amount of \$755,564.18
attached as Exhibit C. See also, deposition testimony of Keith Lozeau attached as Exhibit D, p. 58-59.

26 ³ See Exhibit B Pre-Lien Notice; see also Deposition of Cashman PMK Shane Norman attached as Exhibit E p.85,
and 86 LL. 1-8.

27 ⁴ See Exhibit A.

28 ⁵ See Exhibit F.

1 According to Cashman's Lien, the amount due for work performed is \$755,893.89 which
2 is equal to the total amount of Cashman's contract.⁶ However, Cashman admitted in its
3 deposition, the Project work has not been completed as of date⁷ and, more importantly, the Lien
4 was not properly secured by Cashman. Specifically, Cashman failed to timely serve a Notice of
5 Right to Lien pursuant to NRS Chapter 108. 245 to cover the vast majority of the cost included
6 in the Lien.⁸ The total amount of \$755,564.18 was incurred by Cashman on January 31, 2011 and
7 February 1, 2011, several months before the Pre-Lien notice was properly served.⁹ Therefore, the
8 amount of Cashman's Lien is completely unsupported by the facts of this case, and the Lien
9 should be expunged or reduced to reflect the proper sum demonstrated of \$329.71 for an invoice
10 in March of 2011.¹⁰ Further, the Court must order the Bond be released by Western, because the
11 lien is not valid, and Cashman should be ordered to pay all fees and costs incurred by Plaintiffs
12 in bringing this Motion.

13 III. Argument

14 A. Cashman's Pre-Lien Notice Fails to Support its Lien

15 NRS Chapter 108 provides the statutory framework governing the recording and
16 enforcement of mechanics liens. The statutes are in derogation of the common law and therefore,
17 must be strictly construed by the court:

18 'The mechanic's lien is a creature of statute, unknown to the
19 common law. Strict compliance with the statutes creating the
20 remedy is therefore required before a party is entitled to any
21 benefits occasioned by its existence ... If one pursues his statutory
remedy...he implies full compliance with statutory prerequisites
giving rise to the cause of action.'

22 ⁶ See Deposition of Cashman PMK Shane Norman attached as Exhibit E p. 87, L. 25 through 91 L. 6; see also
Notice of Lien attached as Exhibit A.

23 ⁷ *Id.*

24 ⁸ See NRS 108.245, "[a] lien claimant who is required by this section to give a notice of right to lien to an owner and
25 who gives such a notice has a right to lien for materials or equipment furnished or for work or services performed in
26 the 31 days before the date the notice of right to lien is given and for the materials or equipment furnished or for
work or services performed anytime thereafter until the completion of the work of improvement." Cashman's Pre-
Lien wasn't served until April 20th or approximately 2 months later.

27 ⁹ See COD slips attached as Exhibit C; see also testimony of Keith Lozeau admitting the timing of the work and
timing of the notice.

28 ¹⁰ Exhibit C.

1 Schofield v. Copeland Lumber Yards, Inc., 101 Nev. 83, 84, 692 P. 2d 519, 520 (1985)(quoting
2 Fisher Bros., Inc. v. Harrah Realty Co., 92 Nev. 65, 545 P. 2d 203 (1976)). Furthermore, the
3 claimant bears the burden of proving the amount of the lien claim. Sherman Gardens Co. v.
4 Longley, 87 Nev. 558, 566, 491 P. 2d. 48, 54 (1971). Based on the foregoing, Cashman bears the
5 burden of proving to the Court that the amount of its Lien is not excessive and lienable under
6 Nevada law. Cashman cannot meet this burden.

7 First, the purpose of the Pre-Lien notice requirements provided by NRS 108.245 is to put
8 the owner on notice of work and materials furnished by third persons with whom the owner has
9 no direct contact. Matter of Stanfield, 6 B.R. 265, 269 (Bankr.D.Nev.1980). Nevada Statutes
10 requires that all persons who desire to claim a lien in accordance with the statutes must provide a
11 Notice of Right to Lien to the owner at any time after the first delivery of material or first
12 performance of work. NRS 108.245. The lien claimant must give such a notice for materials or
13 equipment furnished or for work or services performed in the 31 days before the date the
14 notice in order to include those amounts within its mechanic's lien. *Id.* Cashman did not serve its
15 Pre-Lien until April 20, 2011 and the Owner Forrest City had no knowledge of Cashman's work
16 on this project as a sub-subcontractor to Mojave.

17 Therefore, as a matter of law, Cashman's failure to timely serve its Pre-Lien notice
18 invalidates the Lien and defeat its lien claims. Also, Cashman's Lien is grossly exaggerated and
19 is not in good faith. The burden of establishing good faith in filing a lien claim that is grossly
20 exaggerated is upon the claimant. R&L Supply, LTD v. Evangelical Lutheran Good Samaritan
21 Society, 462 N.W. 2d 515, 518 (1990); See also Legge Industries v. Joseph Kusner Hebrew
22 Academy/JKHA, 756 A. 2d 608 (N.J. Supr. 2000) ("a willful overstatement connotes an intent to
23 recover that to which the claimant knows he is not entitled; in other words, a claim made in bad
24 faith"). NRS 108.2275(1) states the procedure for an owner to challenge an excessive or
25 frivolous lien and authorizes the Court to expunge a lien if the lien is **frivolous or made without**
26 **reasonable cause.**

27 Western asserts that the amount of work or materials supplied by Cashman has a value of
28 considerably less than the approximate \$755,893.89 claimed, in the approximate amount of

1 \$329.17.¹¹ Cashman has admitted that the work is incomplete and there have been multiple
2 motions filed related to that work.¹² **Where there is a willful exaggeration in the amount of**
3 **the lien, the entire lien is forfeited.** Goodman v. Del-Sa-Co Foods, Inc., 257 N.Y.S. 2d 142,
4 143 (N.Y. App. 1965). Cashman's Lien is overstated. See also Wolters Village Management Co.
5 v. Merchants and Planters National Bank of Sherman, 223 F.2d 793, 801-802 (5th Cir. 1955)
6 (where lien claims included a substantial amount of work never performed it was invalid);
7 Wigham Excavating Co. v. Colorado Federal Savings and Loan Assn., 796 P.2d 23, 25 (1990) (a
8 lien statement which included amounts not due to construction efforts was a fraudulent lien
9 statement which required forfeiture).

10 In summary, Cashman has improperly liened for work that remains unperformed and for
11 amounts that fall outside of its allowable costs pursuant to the Pre-Lien notice that was untimely
12 served. As a result, Cashman's lien should be expunged and the Bond lien released.

13 **B. Defendants are entitled to an Award of Fees and Costs**

14 NRS 108.2275 governs the procedure by which the party seeking the expungement or
15 reduction may obtain relief for fees if the lien is frivolous or excessive. NRS 108.2275(6) (a) and
16 (b) direct that the court will award "costs and reasonable attorney fees to the applicant for
17 bringing a motion." Because Cashman's Lien should be expunged or in the least drastically
18 reduced, Defendants are entitled to an award of fees and costs for bringing this action and the
19 fees and costs incurred to date based upon the Lien claim. This entire litigation has been
20 predicated upon the Lien, and Mojave has been forced to exhaust vast resources to bond the
21 Property and the work separately to the tune of almost \$1.5 million dollars when Cashman did
22 not fulfill the statutory requirements to form the basis of the Lien and has known that all along.

23 As a result, Mojave has been forced to fight this litigation brought in bad faith and
24 Cashman has continuously played on this Court's heartstrings while conveniently ignoring its
25 failures to protect itself with common sense measures and compliance with statutory

26
27 ¹¹ \$329.17 is the amount of the sole invoice disclosed that falls within the dates of the Pre-Lien service coverage by
law in March 2011; **Exhibit C.**

28 ¹² See Deposition of Cashman PMK Shane Norman attached as **Exhibit E**, p. 87, L. 25 through 91 L. 6.

1 requirements to secure its Lien. Aside from its failure to handle the Pre-Lien in accordance with
2 NRS 108.245, Cashman has also failed to handle its transactions appropriately across the board
3 on this Project. Notably, the PMKs for Cashman made admissions that Cashman did not
4 complete proper due diligence on CAM Consulting Inc. ("CAM").¹³ In fact, once they realized
5 that Angelo Carvalho had virtually no credit history whatsoever, Cashman did not open a credit
6 account with him or complete any proper background checking.¹⁴

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

10 A. I did.

11 Q. And what did that turn up?

12 A. Limited credit information.

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

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

15 Q. I understand.

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

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

23 A. Yes, I do have criteria.

24 Q. What are they?

25 A. Well, they're written now, but before, it was just my experience. And again, it's --
26 - the criteria is that you have a reasonable, acceptable set of credit information on your

27 ¹³ See Exhibit E, p. 22-24.

28 ¹⁴ *Id.*

1 business that -- that would merit that type of transaction.

2 Q. Did CAM?

3 A. No.¹⁵

4 In other words, Cashman had no basis for the trust it provided CAM and left itself
5 completely vulnerable to this type of criminal act. Therefore, its repeated attempts to garner
6 sympathy and paint Mojave as the villain remain unsupported.

7 Mojave and the Owner handled business for this project just like they always do. They
8 did not issue joint checks as detailed in multiple prior motions, because it was not their policy to
9 do so, but Cashman failed to withhold its equipment when a joint check was refused.¹⁶ Once a
10 payment issue arose with CAM, Cashman failed to take reasonable steps with Angelo regarding
11 the follow up appointment to the financial facility. Cashman PMK Shane Norman admits that
12 Cashman simply waited to hear from Angelo rather than contacting authorities immediately or
13 taking further steps to protect itself. By the time Cashman did contact Mojave, it could not stop
14 payment on its check:

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

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

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

23 A. Yeah. They said it wasn't possible.¹⁷

24 Thus, Cashman consistently presents themselves as the pitiful aggrieved party, but must
25 take some responsibility for its own failure to act at every stage of this transaction.

26 ¹⁵ *Id.*

27 ¹⁶ *Id.*, P. 51, LL. 10-23.

28 ¹⁷ *Id.*, P. 43, LL. 13-24.

1 Finally, upon information and belief, Cashman also failed to obtain property loss or a
2 criminal policy to protect itself from any party absconding with its funds.¹⁸ Rather than seek out
3 the appropriate relief from insurance or the perpetrator, Cashman continues to reach for
4 Mojave's pockets and chase causes of action without any substantial evidence. Consequently,
5 Cashman should be held responsible for the attorney's fees paid. Cashman perpetually holds the
6 entire project hostage, because it will not complete the work agreed to without additional
7 payment and without a supportable claim. Rather than work with the City to complete the City
8 Hall and keep its patrons safe, Cashman would rather hold out for its money, despite the fact that
9 Mojave has bonded around the work to be performed, outside of the Lien.

10 Obviously, Cashman considers itself first and foremost and will stop at nothing to force
11 Mojave and the City's hands.

12 III. CONCLUSION

13 Cashman's Lien must be expunged as it has not completed the work and has not properly
14 served its Pre-Lien pursuant to Nevada law. Alternatively, the Lien should be reduced to reflect

15 ///

16 ///

17 ///

18 ///

19
20
21
22
23
24
25
26
27 ¹⁸ To date, this testimony has not yet been confirmed despite numerous attempts. Cashman has agreed to provide a
28 third PMK for this information.

1 actual and lienable work performed in the amount of \$329.00. The current Lien is excessive and
2 Defendants are entitled to attorney's fees and costs incurred in bringing this motion under NRS
3 108.2275(6)(a) and (b).

4 Dated this 17th day of September, 2012.

5 COTTON DRIGGS, WALCH,
6 HOLLEY, WOLOSON & THOMPSON

AP Briscoe

7 BRIAN W. BOSCHKE, ESQ.

8 Nevada Bar No. 7612

9 SHEMILLY A. BRISCOE, ESQ.

Nevada Bar No. 9985

400 South Fourth Street, Third Floor

Las Vegas, Nevada 89101

10 *Attorneys 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*
15 *America, Counterclaimant and Crossclaimant*

CERTIFICATE OF MAILING

I HEREBY CERTIFY that, on the 17th day of September, 2012 and pursuant to
NRCP 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing
MOTION TO EXPUNGE OR REDUCE MECHANIC'S LIEN, postage prepaid and addressed
to:

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

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

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



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

EXHIBIT A

APN: 139-34-311-021

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

Inet#: 201106220002156
Fees: \$16.00
N/C Fee: \$0.00
BB/22/2011 10:52:02 AM
Receipt #: 820247
Requestor:
PEZZILLO ROBINSON
Recorded By: MSH Page: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF LIEN

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

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

Dated: June 21, 2011

Cashman Equipment Company

By:

Shane Nomm, Credit Manager

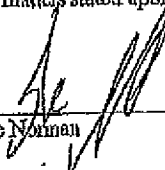
CASH027

JA 00007492


STATE OF NEVADA }
COUNTY OF CLARK } SS:

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

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


Shane Norman

SUBSCRIBED AND SWORN to before me
this 24th day of June, 2011.


NOTARY PUBLIC in and for said County and State



CASH028

JA 00007493

EXHIBIT B

File#0 [NV][PRIVATE][COPY:EST]
Recording Requested by and Return to:
CASHMAN EQUIPMENT COMPANY
3300 St. Rose Pkwy
HENDERSON, NV 89052

Customer: CM CONSULTING
P.O. #:
Project: CITY OF LAS VEGAS NEW CITY HALL
Rec ID: AB206643-BUH2-12ED-2990-105089612070
Job #: 81236701
Cert No.:

NOTICE OF RIGHT TO LIEN (PRIVATE WORK)
(Nevada Revised Statutes)

TO: GENERAL CONTRACTOR
MODAVE ELECTRIC INC

3755 W HAZEN RD AVE
LAS VEGAS, NV 89120-2905

TO: OWNER OR PURPORTED OWNER
P.O. BOX 130

50 PUBLIC SQ-3RD FLOOR
CLEVELAND, OH 44113-2202

The undersigned notifies you that he has supplied materials or performed work or services for improvement of your real property as follows: Equipment Rental. The project is commonly known as: CITY OF LAS VEGAS NEW CITY HALL. The project is located at: 493 MAIN STREET, LAS VEGAS, NV 89101.

The person contracting for said labor or materials is: CM CONSULTING, 3874 CIVIC CENTER DR, N LAS VEGAS, NV 89030-7524.

Said labor, materials or services were first furnished or worked performed on 02/01/2011.

This is not a notice that the undersigned has not or does not expect to be paid, but a notice required by law that the undersigned may, at a future date, claim a lien as provided by law against the property if the undersigned is not paid.

REQUEST IS HEREBY MADE that the Owner or Public Entity, pursuant to Nevada's Mechanic's Lien Statutes serve on the Undersigned, by certified mail, a copy or copies of any and all Notices of Completion the Owner or Public Entity, its agents or its assigns, causes to be recorded with the County Recorder's Office where the property is located with respect to the improvements to be made.

I declare that I am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at HENDERSON, Nevada on 04/20/2011 for CASHMAN EQUIPMENT COMPANY

CMA FORMS FILING SERVICE

Prepared by:
LUPE GALLAGOS, REPRESENTATIVE FOR, CREDIT MANAGEMENT ASSOCIATION Phone: (702) 259-2622 Fax: (702) 259-9908

PROOF OF SERVICE BY MAIL AFFIDAVIT

I declare that I served a copy of the above document, and any related documents, by certified or registered mail, postage prepaid, or other certified delivery, addressed to the above named parties, at the addresses listed above, on 04/20/2011. I declare under penalty of perjury that the foregoing is true and correct. Executed at HENDERSON, Nevada on 04/20/2011.

CMA FORMS FILING SERVICE

Prepared by:
LUPE GALLAGOS, REPRESENTATIVE FOR, CREDIT MANAGEMENT ASSOCIATION

CC: TO LENDER, BUREAU OF BONDING CO.

CASH013

JA 00007495

EXHIBIT C

CASHMAN

CAT

INVOICE

1,800.937,2326

www.cashmansequipment.com

CAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV

89030-7524

PLEASE REMIT TO:
Cashman Equipment Company
P/O # 58751
Los Angeles, CA 90074-8751

81236701	02-01-11	109502

THANK YOU!

To ensure proper credit, please detach this portion and return with remittance.

81236701	02-01-11	109502	767810-00010010	00	15	4	1
812367	02-01-11		10				206327
AA	C32	J0001016			0	10-081	
CUSTOMER CONTACT: ANGLO CORVAIRO							
1.0	EQUIPMENT SALE CATERPILLAR INC. MODEL C32 900 KW, 480/277V, 4P, 4W, N3R ENCLOSED GENERATOR ID NO: 10-081 SERIAL NO: J0001016						152849.91
1.0	EQUIPMENT SALE CATERPILLAR INC. MODEL C32 900 KW, 480/277V, 4P, 4W, N3R ENCLOSED GENERATOR ID NO: 10-082 SERIAL NO: J0001013						152849.91
1.0	EQUIPMENT SALE ** 800A, 480/277V, 4P, 4W, N3R CATERPILLAR INC. MODEL TRANSWITCH ID NO: 10-037 SERIAL NO: TSG03509						7672.45
1.0	EQUIPMENT SALE **1000A, 480/277V, 4P, N3R CATERPILLAR INC. MODEL TRANSWITCH ID NO: 10-038 SERIAL NO: TSG03510						10215.66
1.0	EQUIPMENT SALE **1200A, 480/277V, 4P, 4W, N3R CATERPILLAR INC. MODEL TRANSWITCH ID NO: 10-039 SERIAL NO: TSG03511						10812.66
1.0	EQUIPMENT SALE **3000A, 480/277V, 3P, 4W, N3R CATERPILLAR INC. MODEL SWITCHGEAR PARALLELING SWITCHGEAR ID NO: 10-040 SERIAL NO: BWG36267						244869.50

SOLD TO:

CAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV

89030-7524

SHIP TO/REFERENCE:

CITY OF LAS VEGAS NEW CITY
MOJAVE ELECTRIC INC
3755 W HACIENDA AVE
LAS VEGAS NV 89118

CASHMAN

CAT

Computer Protection
Systems

CPS

TERMS: DUE UPON RECEIPT OF INVOICE. A 1.5%
PER MONTH LATE CHARGE WILL BE ASSESSED ON
PAST DUES INVOICES.

CASH003

JA 00007497

DASHMAN



INVOICE

 1.800.837.2326
 www.dashmanequipment.com

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NORTH LAS VEGAS NV 89030-7524

 PLEASE REMIT TO:
 Cashman Equipment Company
 File # 58751
 Los Angeles, CA 90074-6751

81236701	02-01-11	109502
598936.26		

THANK YOU!

To ensure proper credit, please detach this portion and return with remittance.

81236701	02-01-11	109502	767810-GEN10010	00	W	015	4	2
812367	02-01-11		10					206227
AA	C32	JBT01016				.0	10-081	
FUEL SPARE PARTS SHORT TRIP STATION TRUCK LAY OVER CUST SRV AGMT <h1>COD</h1>								7611.75 2353.17 497.50 1741.25 7452.50
								598936.26

SOLD TO:

 CAM CONSULTING
 3874 CIVIC CENTER DR
 NORTH LAS VEGAS NV 89030-7524

SHIP TO/REFERENCE:

 CITY OF LAS VEGAS NEW CITY
 NOJAVE ELECTRIC INC
 3755 W HACIENDA AVE
 LAS VEGAS NV 89118

DASHMAN


 Computer Protection
 Systems
 (MICHIGAN) (TEXAS) (FLORIDA) (ILLINOIS)

 THREE: DUE UPON RECEIPT OF INVOICE. A LATE
 FEE PER MONTH LATE CHARGE WILL BE ASSESSED ON
 PAST DUE INVOICES.

CASH004

JA 00007498



1.800.937.2328
www.cashmanequipment.com

89030-7524

PLEASE REMIT TO:
Cashman Equipment Company
File # 58751
Los Angeles, CA 90074-6751

91236601	02-01-11	109802
156627.92		

THANK YOU!

*** To answer proper agent, please detach this portion and return with remittance. ***

81236601	02-01-11	109502	767810-GEN10010	00	815	4	1
812366	02-01-11		10				206228
XX	98AB500244	10-71M73354-01			0	10-504	

CUSTOMER CONTACT: ANGELO CARVALHO

EQUIPMENT NAME
MISC
UPS
ID NO: 10-504
MODEL 98AB500244
SERIAL NO: 10-71M73354-01

1.0

400 W 277/480V, 3 PHASE W/BATTERIES
MOE 10-71M73354-01
SHOW TRIN 10-71M73354-01

156627.92

COD

156627.92

SOLD TO:

CAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV

89030-7524

SHIP TO/REFERENCE:

CITY OF LAS VEGAS NEW CITY
MOJAVE ELECTRIC INC
3755 W HACIENDA AVE
LAS VEGAS, NV 89118



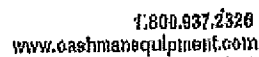
Computer Protection
System
MARKIZULU/CI/TA/10/000



TERMS: NET 10/20. DELAY OF INVOICE, A 1.5%
PER MONTH LATE CHARGE WILL BE ASSESSED ON
PAID DUE INVOICES. (10/1/83)

CASH005

JA 00007499



PLEASE REMIT TO:
Cashman Equipment Company
DEPT 3397
Los Angeles, CA 90084-3397

61238901	03-25-11	109502
229.71		

THANK YOU!

#444 To ensure proper credit, please detach this portion and return with remittance. 2113

91238901	03-25-11	109502	767810GEN-10010	00	R	R15	4	1
912389	03-25-11		10					208546
AA		XXXXX					0	MISC-PD
1.0	CUSTOMER CONTACT: ANGELO CARVALHO							
	EQUIPMENT SALE		MODEL:					
	CATERPILLAR INC.		ID NO: MISC-PD		SERIAL NO: XXXXX			
	EUGS		305.00					
	E RA							
	E RA		000					
	COD		NV		CLARK		24.71	
								329.71

SHIP TO/REFERENCE:

LV CITY HALL

CAM CONSULTING
3874 CIVIC CENTER DR
NORTH LAS VEGAS NV 89030-7524



TERMIN DUE UPON RECEIPT OF INVOICE. A 1.5% PER MONTH LATE CHARGE WILL BE ASSESSED ON PART DUE INVOICES.

CASH006

JA 00007500

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2
3
4 CASHMAN EQUIPMENT COMPANY,
5 a Nevada corporation,

6 Appellant,

7 vs.

8
9 WEST EDNA ASSOCIATES, LTD., dba
10 MOJAVE ELECTRIC, a Nevada
11 corporation; WESTERN SURETY
12 COMPANY, a surety; THE WHITING
13 TURNER CONTRACTING
14 COMPANY, a Maryland corporation;
15 FIDELITY AND DEPOSIT COMPANY
16 OF MARYLAND, a surety;
17 TRAVELERS CASUALTY AND
18 SURETY COMPANY OF AMERICA, a
19 surety; QH LAS VEGAS LLC, a foreign
20 limited liability company; PQ LAS
21 VEGAS, LLC, a foreign limited liability
22 company; L W T I C SUCCESSOR LLC,
23 an unknown limited liability company;
24 FC/LW VEGAS, a foreign limited
25 liability company;

26 Respondents.

 Electronically Filed
Case No: 66452 Jun 17 2015 01:09 p.m.
Case No: 61715 Tracie K. Lindeman
Case No: 65819 Clerk of Supreme Court

District Court Case Nos.: **A642583 &
 A653029**

27 **TABLE OF CONTENTS FOR JOINT APPENDIX**
28 **- CHRONOLOGICAL & ALPHABETICAL -**

 Volume 30 of 32

TABLE OF CONTENTS FOR JOINT APPENDIX
- CHRONOLOGICAL & ALPHABETICAL -

Jennifer R. Lloyd, Esq.
Nevada Bar No. 9617
Marisa L. Maskas, Esq.
Nevada Bar No. 10928
Pezzillo Lloyd
6725 Via Austi Pkwy., Suite 290
Las Vegas, Nevada 89119
Attorneys for Appellant

Brian W. Boschee, Esq.
Nevada Bar No. 7612
William N. Miller, Esq.
Nevada Bar No. 11658
Holley, Driggs, Walch, Puzey & Thompson
400 S. Fourth St., 3rd Fl.
Las Vegas, NV 89101
Attorneys for Respondents

TABLE OF CONTENTS (CHRONOLOGICAL)

Tab No.	Description	Filed	Vol. No.	Page(s)
1	Complaint	06/03/2011	1	JA00001- 9
2	Amended Complaint	07/25/2011	1	JA00010 - 27
3	Affidavits of Service on Angelo Carvalho and Janel Rennie aka Janel Carvalho	09/29/2011	1	JA00028 - 33
4	Second Amended Complaint	09/30/2011	1	JA00034-50
5	Errata to Second Amended Complaint	10/10/2011	1	JA00051-52

1	6	Acceptance of Service	10/10/2011	1	JA00053
2					
3	7	Answer to Second Amended Complaint, Counterclaim and Crossclaim	10/26/2011	1	JA00054-75
4					
5					
6					
7	8	Amended Answer to Second Amended Complaint, Counterclaim and Crossclaim	10/27/2011	1	JA00076-97
8					
9					
10					
11					
12	9	Errata to Amended Answer to Second Amended Complaint, Counterclaim and Crossclaim	11/10/2011	1	JA00098-99
13					
14					
15					
16					
17	10	Cashman's Response to Mojave's Counterclaim	11/21/2011	1	JA000100-03
18					
19					
20					
21	11	Complaint (Filed in A653029)	12/09/2011	1	JA000104-11
22					
23	12	Motion to Consolidate (re: Case A653029)	01/11/2012	1	JA000112-18
24					
25					
26	13	Acceptance of Service (Filed in A653029)	01/18/2012	1	JA000119-22
27					
28					

1	14	Affidavit of Service	01/19/2012	1	JA000123-25
2	15	Scheduling Order	01/31/2012	1	JA000126-28
3	16	Notice of Entry of Order Granting Motion to Consolidate (Filed in A653029)	02/02/2012	1	JA000129-34
4					
5					
6					
7					
8	17	Answer to Complaint (Filed in A653029)	02/02/2012	1	JA000135-44
9					
10					
11	18	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	02/21/2012	1	JA000145-46
12					
13					
14	19	Affidavit of Service	03/01/2012	1	JA000147-49
15					
16	20	Defendants' Motion for Summary Judgment	03/09/2012	1	JA000150-203
17					
18					
19					
20	21	Cashman's Opposition to Motion for Summary Judgment	04/23/2012	1-2	JA000204-61
21					
22					
23					
24	22	Affidavit of Service	04/30/2012	2	JA000262-65
25					
26	23	Defendants' Reply to Cashman's Opposition to	05/02/2012	2	JA000266-75
27					
28					

		Motion for Summary Judgment		
24	Third Amended Complaint	05/24/2012	2	JA000276-94
25	Notice of Entry of Order Granting Cashman's Motion to Amend Complaint	05/25/2012	2	JA000295-99
26	Notice of Entry of Order Denying Defendants' Motion for Summary Judgment without Prejudice	05/25/2012	2	JA000300-04
27	Defendants' Answer to Third Amended Complaint, Counterclaim, and Cross Claim	06/28/2012	2	JA000305-31
28	Counterclaimants' Motion for Mandatory Injunction to Procure Codes on OST or in the Alternative Application for Writ of Possession	07/18/2012	2	JA000332-58

1	29	Cashman's Answer to Counterclaim	07/20/2012	2	JA000359-63
2					
3	30	Cashman's Opposition to Motion for Injunctive Relief or Writ of Possession	07/26/2012	2	JA000364-97
4					
5					
6					
7	31	Reply to Cashman's Opposition to Motion for Injunctive Relief or Writ of Possession	07/31/2012	2	JA000398-404
8					
9					
10					
11					
12	32	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	08/06/2012	2	JA000405-06
13					
14					
15					
16	33	Notice of Posting Security Bond	08/09/2012	2	JA000407-13
17					
18	34	Findings of Fact and Conclusions of Law Based upon Counterclaimants Motion to Procure Codes	08/10/2012	2	JA000414-16
19					
20					
21					
22					
23	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
24					
25					
26					
27					
28					

1	36	Transcript of Proceedings for August 3, 2012	08/22/2012	2	JA000423-38
2					
3					
4	37	Cashman's Motion for Reconsideration of Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	08/29/2012	2	JA000439-66
5					
6					
7					
8					
9					
10					
11					
12					
13					
14	38	Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims	08/30/2012	2	JA000467-98
15					
16					
17					
18					
19	39	Opposition to Cashman's Motion for Reconsideration of Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	09/07/2012	2-3	JA000499-609
20					
21					
22					
23					
24					
25					
26					
27					
28					

1	40	Notice of Appeal	09/13/2012	3	JA00610-19
2	41	Defendants' Motion to Expunge or Reduce Mechanic's Lien	09/17/2012	3	JA000620-700
3					
4					
5					
6	42	Case Appeal Statement	09/18/2012	3	JA000701-03
7					
8	43	Cashman's Opposition to Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims	09/19/2012	3-4	JA000704-853
9					
10					
11					
12					
13					
14					
15	44	Notice of Posting Cost Bond	09/19/2012	4	JA000854-57
16					
17	45	Cashman's Motion to Stay or Suspend Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	09/28/2012	4	JA000858-84
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					

1	46	Defendants' Opposition to Cashman's Motion to Stay or Suspend Order Granting in Part	10/01/2012	4	JA000885-89
2		Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively			
3		Motion for Clarification and Request for OST			
4					
5					
6					
7					
8					
9					
10					
11					
12	47	Amended Affidavit of Service	10/17/2012	4	JA000890
13					
14	48	Cashman's Reply to its Motion to Stay or Suspend Order Granting in Part	10/22/2012	4	JA000891-904
15		Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively			
16		Motion for Clarification and Request for OST			
17					
18					
19					
20					
21					
22					
23					
24					
25	49	Cashman's Opposition to Defendants' Motion to Expunge or Reduce Mechanic's Lien	10/25/2012	4-5	JA000905-1039
26					
27					
28					

1	50	Motion to Amend Complaint	10/31/2012	5	JA0001040-76
2					
3	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
4					
5					
6					
7					
8					
9	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
10					
11					
12					
13					
14					
15					
16	53	Affidavit of Brian Bugni in support of Defendants' Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001084-85
17					
18					
19					
20					
21	54	Affidavit of Nancy Briseno-Rivero in support of Defendants' Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001086-87
22					
23					
24					
25					
26					
27					
28					

1	55	Cashman's Reply in support of Countermotion for Summary Judgment	11/02/2012	5	JA0001088- 1101
2					
3					
4					
5	56	Reply to Cashman's Opposition to Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001102-11
6					
7					
8					
9					
10	57	Notice of Posting Bond	11/07/2012	5	JA0001112-16
11					
12	58	Opposition to Motion to Amend Complaint	11/19/2012	5	JA0001117-26
13					
14					
15	59	Reply in Support of Motion to Amend Complaint	12/17/2012	5	JA0001127-48
16					
17					
18	60	Notice of Entry of Order Granting Motion to Amend Complaint	01/09/2013	5	JA0001149-53
19					
20					
21	61	Fourth Amended Complaint	01/10/2013	5	JA0001154-72
22					
23					
24	62	Transcript of Proceedings for November 9, 2012	01/11/2013	5	JA0001173- 1203
25					
26					
27	63	Certificate of Service for Fourth Amended	01/17/2013	5	JA0001204-05
28					

1		Complaint		
2	64	Acceptance of	01/22/2013	5
3		Services for		
4		LWTIC Successor,		
5		LLC, FC/LW		
6		Vegas, PQ Las		
7		Vegas, LLC, and		
8		QH Las Vegas,		
9	65	LLC		
10		Answer to Fourth	02/07/2013	5
11		Amended		
12		Complaint,		
13		Counterclaim and		
14		Crossclaim		
15	66	QH Las Vegas,	02/07/2013	5-6
16		LLC, PQ Las		
17		Vegas, LLC,		
18		LWTIC Successor,		
19		LLC, and FC/LW		
20		Vegas Motion to		
21		Dismiss, or in the		
22		alternative, Motion		
23		for Summary		
24		Judgment		
25	67	Cashman's Motion	02/25/2013	7
26		for Summary		
27		Judgment on the		
28		Payment Bond		
		Claim		
	68	Cashman's	03/06/2013	7
		Opposition to QH		
		Las Vegas, LLC,		
		PQ Las Vegas,		
		LLC, LWTIC		
		Successor, LLC,		

	and FC/LW Vegas Motion to Dismiss, or in the alternative, Motion for Summary Judgment			
69	Defendants’ Opposition to Cashman’s Motion for Summary Judgment on the Payment Bond Claim	03/15/2013	7-8	JA0001665- 1782
70	Cashman’s Supplement to its Countermotion for Summary Judgment on its Payment Bond and Mechanic’s Lien Claims	03/18/2013	8	JA0001783- 1893
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
72	Cashman’s Reply to its Motion for Summary Judgment on the Payment Bond	04/05/2013	9	JA0002066-94

		Claim			
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	
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	
75	Order Rescheduling Pretrial/Calendar Call	04/17/2013	10	JA0002388-89	
76	Notice of Entry of Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims and Cashman's Countermotion for Summary	05/06/2013	10	JA0002390-95	

	Judgment			
77	Notice of Entry of Order Denying Cashman's Motion for Summary Judgment on Defendants' Payment Bond Claim	05/06/2013	10	JA0002396-2401
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
80	Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	05/31/2013	10	JA0002414-40
81	QH Las Vegas, PQ Las Vegas, LWITC Successor and	06/11/2013	10	JA0002441-61

	FC/LW Vegas' Answer to Fourth Amended Complaint			
82	Opposition to Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	06/20/2013	10	JA0002462-74
83	Cashman's Reply in Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	07/02/2013	10	JA0002475-87
84	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	09/06/2013	10	JA0002488-90
85	Cashman's Response to Mojave's Counterclaim (Filed in A653029)	09/12/2013	10	JA0002491-95
86	Order Granting Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	09/20/2013	10	JA0002496-97

1	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
2	88	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	10/1/2013	11	JA0002503-05
3	89	Defendants' Trial Brief	01/16/2014	11	JA0002506-33
4	90	Plaintiff's Trial Brief	01/16/2014	11	JA0002534-59
5	91	Joint Pretrial Memorandum	01/16/2014	11	JA0002560-79
6	92	Joint Trial Exhibit Index	01/21/2014	11	JA0002580-82
7	92.J01 to 92.J65	Joint Trial Exhibits	01/21/2014	11- 27	JA0002583- 6552
8	93	Non-Jury Trial Transcripts (for January 21, 2014 through January 24, 2014)	01/31/2014	27- 29	JA0006553- 7098
9	94	Motion for Relief Pursuant to NRCP 60(b) and Motion	03/20/2014	29	JA0007099- 7112

	for Attorneys' Fees and Costs Pursuant to NRS Ch. 108			
95	Appendix to Exhibits to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	03/20/2014	29-30	JA0007113-7359
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
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
98	Cashman's Reply in Support of Motion for Attorneys' Fees	05/05/2014	31	JA0007708-13
99	Findings of Fact and Conclusions of Law	05/05/2014	31	JA0007714-29

1	100	Notice of Entry of Findings of Fact and Conclusions of Law	05/06/2014	31	JA0007730-47
2					
3					
4	101	Memorandum of Costs and Disbursements	05/13/2014	31	JA0007748-50
5					
6					
7	102	Notice of Appeal	05/30/2014	32	JA0007751-72
8					
9	103	Case Appeal Statement	06/05/2014	32	JA0007773-76
10					
11	104	Decision and Order	08/04/2014	32	JA0007777-81
12					
13	105	Notice of Entry of Decision and Order	08/13/2014	32	JA0007782-88
14					
15	106	Judgment	08/18/2014	32	JA0007789-91
16					
17	107	Notice of Entry of Judgment	08/21/2014	32	JA0007792-96
18					
19	108	Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007797-98
20					
21					
22	109	Notice of Entry of Order Denying Cashman's Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007799-7804
23					
24					
25					
26					
27					
28					

1	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
2					
3					
4					
5					
6	111	Notice of Appeal	09/02/2014	32	JA0007813-29
7					
8	112	Case Appeal Statement	09/11/2014	32	JA0007830-33
9					
10	113	Stipulation and Order for Dismissal of Defendants Fidelity and Deposit Company of Maryland and Travelers Casualty and Surety Company of America with Prejudice	05/08/2015	32	JA0007834-36
11					
12					
13					
14					
15					
16					
17					
18					
19	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
20					
21					
22					
23					
24					
25					
26					
27					
28					

TABLE OF CONTENTS (ALPHABETICAL)

Tab No.	Description	Filed	Vol. No.	Page(s)
6	Acceptance of Service	10/10/2011	1	JA00053
13	Acceptance of Service (Filed in A653029)	01/18/2012	1	JA000119-22
64	Acceptance of Services for LWTIC Successor, LLC, FC/LW Vegas, PQ Las Vegas, LLC, and QH Las Vegas, LLC	01/22/2013	5	JA0001206-13
53	Affidavit of Brian Bugni in support of Defendants' Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001084-85
54	Affidavit of Nancy Briseno-Rivero in support of Defendants' Motion to Expunge or Reduce Mechanic's Lien	11/02/2012	5	JA0001086-87
14	Affidavit of Service	01/19/2012	1	JA000123-25

1	19	Affidavit of Service	03/01/2012	1	JA000147-49
2					
3	22	Affidavit of Service	04/30/2012	2	JA000262-65
4					
5	3	Affidavits of Service on Angelo Carvalho and Janel Rennie aka Janel Carvalho	09/29/2011	1	JA00028 - 33
6					
7					
8					
9	47	Amended Affidavit of Service	10/17/2012	4	JA000890
10					
11	8	Amended Answer to Second Amended Complaint, Counterclaim and Crossclaim	10/27/2011	1	JA00076-97
12					
13					
14					
15					
16	2	Amended Complaint	07/25/2011	1	JA00010 - 27
17					
18					
19	17	Answer to Complaint (Filed in A653029)	02/02/2012	1	JA000135-44
20					
21	65	Answer to Fourth Amended Complaint, Counterclaim and Crossclaim	02/07/2013	5	JA0001214-40
22					
23					
24					
25					
26	7	Answer to Second Amended Complaint, Counterclaim and	10/26/2011	1	JA00054-75
27					
28					

	Crossclaim			
95	Appendix to Exhibits to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	03/20/2014	29-30	JA0007113-7359
42	Case Appeal Statement	09/18/2012	3	JA000701-03
103	Case Appeal Statement	06/05/2014	32	JA0007773-76
112	Case Appeal Statement	09/11/2014	32	JA0007830-33
29	Cashman's Answer to Counterclaim	07/20/2012	2	JA000359-63
80	Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	05/31/2013	10	JA0002414-40
37	Cashman's Motion for Reconsideration of Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or	08/29/2012	2	JA000439-66

	Alternatively Motion for Clarification and Request for OST			
67	Cashman's Motion for Summary Judgment on the Payment Bond Claim	02/25/2013	7	JA0001356- 1520
45	Cashman's Motion to Stay or Suspend Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	09/28/2012	4	JA000858-84
43	Cashman's Opposition to Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims	09/19/2012	3-4	JA000704-853
49	Cashman's Opposition to Defendants'	10/25/2012	4-5	JA000905-1039

		Motion to Expunge or Reduce Mechanic's Lien		
30	Cashman's Opposition to Motion for Injunctive Relief or Writ of Possession	07/26/2012	2	JA000364-97
21	Cashman's Opposition to Motion for Summary Judgment	04/23/2012	1-2	JA000204-61
68	Cashman's Opposition to QH Las Vegas, LLC, PQ Las Vegas, LLC, LWTIC Successor, LLC, and FC/LW Vegas Motion to Dismiss, or in the alternative, Motion for Summary Judgment	03/06/2013	7	JA0001521- 1664
83	Cashman's Reply in Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	07/02/2013	10	JA0002475-87
55	Cashman's Reply in support of Countermotion for Summary	11/02/2012	5	JA0001088- 1101

	Judgment			
98	Cashman's Reply in Support of Motion for Attorneys' Fees	05/05/2014	31	JA0007708-13
72	Cashman's Reply to its Motion for Summary Judgment on the Payment Bond Claim	04/05/2013	9	JA0002066-94
48	Cashman's Reply to its Motion to Stay or Suspend Order Granting in Part Counterclaimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	10/22/2012	4	JA000891-904
10	Cashman's Response to Mojave's Counterclaim	11/21/2011	1	JA000100-03
85	Cashman's Response to Mojave's Counterclaim (Filed in A653029)	09/12/2013	10	JA0002491-95

70	Cashman's Supplement to its Countermotion for Summary Judgment on its Payment Bond and Mechanic's Lien Claims	03/18/2013	8	JA0001783-1893
63	Certificate of Service for Fourth Amended Complaint	01/17/2013	5	JA0001204-05
1	Complaint	06/03/2011	1	JA00001- 9
11	Complaint (Filed in A653029)	12/09/2011	1	JA000104-11
28	Counterclaimants' Motion for Mandatory Injunction to Procure Codes on OST or in the Alternative Application for Writ of Possession	07/18/2012	2	JA000332-58
104	Decision and Order	08/04/2014	32	JA0007777-81
27	Defendants' Answer to Third Amended Complaint,	06/28/2012	2	JA000305-31

		Counterclaim, and Cross Claim		
20	Defendants' Motion for Summary Judgment	03/09/2012	1	JA000150-203
38	Defendants' Motion for Summary Judgment of Surety Payment and License Bond Claims	08/30/2012	2	JA000467-98
41	Defendants' Motion to Expunge or Reduce Mechanic's Lien	09/17/2012	3	JA000620-700
69	Defendants' Opposition to Cashman's Motion for Summary Judgment on the Payment Bond Claim	03/15/2013	7-8	JA0001665- 1782
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

	Motion for Clarification and Request for OST			
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
2					
3					
4	99	Findings of Fact and Conclusions of Law	05/05/2014	31	JA0007714-29
5					
6					
7	34	Findings of Fact and Conclusions of Law Based upon Counterclaimants Motion to Procure Codes	08/10/2012	2	JA000414-16
8					
9					
10					
11					
12	61	Fourth Amended Complaint	01/10/2013	5	JA0001154-72
13					
14	91	Joint Pretrial Memorandum	01/16/2014	11	JA0002560-79
15					
16	92	Joint Trial Exhibit Index	01/21/2014	11	JA0002580-82
17					
18	92.J01	Joint Trial Exhibits	01/21/2014	11-27	JA0002583-6552
19	to				
20	92.J65				
21					
22					
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
28					

	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
2					
3					
4					
5					
6					
7					
8	60	Notice of Entry of Order Granting Motion to Amend Complaint	01/09/2013	5	JA0001149-53
9					
10					
11	16	Notice of Entry of Order Granting Motion to Consolidate (Filed in A653029)	02/02/2012	1	JA000129-34
12					
13					
14					
15					
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
17					
18					
19					
20					
21					
22					
23					
24					
25					
26	57	Notice of Posting Bond	11/07/2012	5	JA0001112-16
27					

1	44	Notice of Posting Cost Bond	09/19/2012	4	JA000854-57
2					
3	33	Notice of Posting Security Bond	08/09/2012	2	JA000407-13
4					
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
6					
7					
8					
9					
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
11					
12					
13					
14					
15					
16					
17					
18					
19					
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
21					
22					
23					
24					
25					
26	58	Opposition to Motion to Amend Complaint	11/19/2012	5	JA0001117-26
27					
28					

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
2					
3					
4	88	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	10/1/2013	11	JA0002503-05
5					
6					
7					
8	90	Plaintiff's Trial Brief	01/16/2014	11	JA0002534-59
9					
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
11					
12					
13					
14					
15					
16					
17					
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
19					
20					
21					
22					
23					
24					
25					
26	81	QH Las Vegas, PQ Las Vegas, LWITC Successor and FC/LW Vegas'	06/11/2013	10	JA0002441-61
27					
28					

	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