

9/15/2012	MLM	Protection. Review Defendant's Motion for Summary Judgment on Payment and License Bond claims; begin drafting Opposition to Motion for Summary Judgment.	3.00	180.00	540.00
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Sub-total Fees: 7,037.50

Discount: Bill Reduced as Courtesy -700.00

Rate Summary

Jennifer R. Lloyd	19.10 hours at \$245.00/hr	4,679.50
Marisa Maskas	13.10 hours at \$180.00/hr	2,358.00
Brian J. Pezzillo	0.00 hours at \$300.00/hr	0.00
Total hours:		<u>32.20</u>

Expenses

	Photocopies	205.50
	Postage	30.00
		100.00
5/30/2012	Check issued to Nevada Legal News.	100.00
6/29/2012	Check issued to Nevada Legal News.	3.50
7/16/2012	Filing fees.	3.50
7/16/2012	Filing fees.	3.50
7/20/2012	Filing fees.	3.50
7/26/2012	Filing fees.	3.50
7/30/2012	Filing fees.	53.61
7/31/2012	Legal Research.	74.88
8/3/2012	Transcripts.	7.00
8/9/2012	Filing fees.	3.50
8/10/2012	Filing fees.	102.96
8/10/2012	Transcripts.	3.50
8/16/2012	Court Mandated E-filing Fee.	14.00
8/29/2012	Court Mandated E-filing Fee.	3.50
8/30/2012	Court Mandated E-filing Fee.	84.90
8/31/2012	Legal Research.	84.90
8/31/2012	Legal Research.	404.10
8/31/2012	Transcripts - Shane Norman.	395.29
9/4/2012	Transcripts - Keith Lozeau.	36.00
9/5/2012	Check issued to Legal Wings, Inc.	57.00
9/7/2012	Check issued to Legal Wings, Inc.	7.00
9/11/2012	Court Mandated E-filing Fee.	24.72
9/13/2012	Filing fees.	3.50
9/13/2012	Court Mandated E-filing Fee.	

Pezzillo Robinson
Matter ID 342.21

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Smt No: 24977
October 5, 2012

Sub-total Expenses: 1,814.26

Payments

9/12/2012

Payment ck 486231

5,361.30

Sub-total Payments: 5,361.30

Total Current Billing: 8,151.76

Previous Balance Due: 12,666.30

Total Payments: 5,361.30

Total Now Due: 15,456.76

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shano Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 24977
Statement Date: 10/5/2012
Matter ID: 342,21

Amount Due: 15,456.76

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austl Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Ausili Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of October 15, 2012
Statement No. 25665

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees		Hours	Rate	Amount	
9/17/2012	JRL	1.50	245.00	367.50	
9/17/2012	JRL	5.50	245.00	1,347.50	
9/18/2012	JRL	1.50	245.00	367.50	
9/18/2012	MLM	4.50	180.00	810.00	
9/19/2012	JRL	6.50	245.00	1,592.50	
9/19/2012	JRL	0.00	245.00	0.00	No Charge
9/19/2012	MLM	2.00	180.00	360.00	
9/19/2012	BJP	1.50	300.00	450.00	
9/20/2012	JRL	0.20	245.00	49.00	
9/20/2012	MLM	0.20	180.00	36.00	
9/21/2012	JRL	0.00	245.00	0.00	No Charge

Pezzillo Robinson
Matter ID 342.21

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Smt No: 25665
November 9, 2012

9/21/2012	JRL	Review of documents disclosed by Mojave in preparation of upcoming depositions.	1.50	245.00	367.50	
9/24/2012	MLM	Emails to/from Janel Rennie's attorney's office re: scheduling deposition.	0.20	180.00	36.00	
9/25/2012	JRL	Preparing for deposition of person most knowledgeable of Whiting Turner; reviewing Mojave disclosures.	3.50	245.00	857.50	
9/26/2012	MLM	Prepare 8th Supplemental Disclosure of documents.	0.50	180.00	90.00	
9/26/2012	MLM	Spoke with Tonia Tran's attorney re: possible settlement; email to Tran's attorney re: moving forward with Default; resend Default of Tran.	0.30	180.00	54.00	
9/26/2012	MLM	Finalize discovery requests to Whiting Turner.	0.50	180.00	90.00	
9/28/2012	JRL	Draft email to counsel for Mojave re: moving hearing and upcoming schedule; review response.	0.20	245.00	49.00	
10/2/2012	JRL	Review and respond to email from counsel for Mojave re: rescheduling upcoming hearings.	0.20	245.00	49.00	
10/2/2012	JRL	Draft email to Shane with [REDACTED]	0.00	245.00	0.00	No Charge
10/3/2012	JRL	Review and respond to email from counsel for Mojave re: scheduling.	0.20	245.00	49.00	
10/3/2012	JRL	Review email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
10/4/2012	JRL	Prepare for and take deposition of Whiting Turner's person most knowledgeable.	4.60	245.00	1,127.00	
10/4/2012	JRL	Review Opposition to Motion for Stay of Enforcement of Preliminary Injunction; prepare for hearing.	1.00	245.00	245.00	
10/5/2012	JRL	Attend and argue at hearing on Motion for Stay of Enforcement of Preliminary Injunction.	2.70	245.00	661.50	
10/5/2012	JRL	Review of Mojave's Motion to Expunge or Reduce Lien; outline response; draft email to counsel for Mojave re: briefing schedule.	1.00	245.00	245.00	
10/5/2012	JRL	Draft update to Shane from hearing; telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
10/6/2012	JRL	Review [REDACTED]	1.00	245.00	245.00	
10/8/2012	JRL	Preparing for Fegen Deposition; review Mojave disclosures; prepare order on Motion to Stay; review Lozeau's deposition transcript.	5.00	245.00	1,225.00	
10/8/2012	MLM	Draft Order Granting Motion to Stay or Suspend Order Granting in Part Counterclaimant's Motion for Preliminary Injunction to Procture Codes.	0.30	180.00	54.00	
10/8/2012	MLM	Emails to/from opposing counsel re: dates for Stipulation and Order to Move Hearing Dates, etc.	0.20	180.00	36.00	
10/9/2012	JRL	Prepare for and take deposition of Forgen.	3.00	245.00	735.00	
10/9/2012	JRL	Prepare for and take deposition of McCombs.	2.00	245.00	490.00	

Pezzillo Robinson
Matter ID 342.21

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November 9, 2012

10/9/2012	MLM	Prepare exhibits for Deposition.	0.60	180.00	108.00
10/9/2012	MLM	Draft Notice of Posting Bond.	0.30	180.00	54.00
10/11/2012	MLM	Draft Motion to Amend Complaint to Include Mojave's Payment Bond and proposed Fourth Amended Complaint.	2.20	180.00	396.00
10/12/2012	JRL	Begin drafting Opposition to Motion to Expunge.	1.50	245.00	367.50
10/15/2012	JRL	Review of deposition transcript of Whiting Turner Person Most Knowledgeable.	0.50	245.00	122.50
10/15/2012	BJP	Research regarding [REDACTED] [REDACTED] [REDACTED]	3.50	300.00	1,050.00

Sub-total Fees: 14,183.50

Discount: Bill Reduced as Courtesy -1,000.00

Rate Summary

Jennifer R. Lloyd	43.10 hours at \$ 245.00/hr	10,559.50
Marisa Maskas	11.80 hours at \$ 180.00/hr	2,124.00
Brian J. Pezzillo	5.00 hours at \$ 300.00/hr	1,500.00

Total hours:- 59.90

Expenses

	Postage	31.57
	Photocopies	362.25
		250.00
9/17/2012	Filing fees.	3.50
9/18/2012	Filing fees.	3.50
9/19/2012	Filing fees.	500.00
9/19/2012	Filing fees.	3.50
9/19/2012	Filing fees.	3.50
9/20/2012	Filing fees.	73.00
9/24/2012	Check issued to Legal Wings, Inc.	3.50
9/24/2012	Filing fees.	44.50
9/25/2012	Check issued to Legal Wings, Inc.	3.50
9/26/2012	Filing fees.	44.50
9/26/2012	Check issued to Legal Wings, Inc.	21.00
9/26/2012	Check issued to Legal Wings, Inc.	73.00
9/27/2012	Check issued to Legal Wings, Inc.	3.50
9/28/2012	Filing fees.	3.50
9/28/2012	Filing fees.	3.50
10/1/2012	Filing fees.	43.00
10/2/2012	Check issued to Legal Wings, Inc.	8.00
10/5/2012	Check issued to Legal Wings, Inc.	60.00
10/8/2012	Transcripts.	

Pezzillo Robinson
Matter ID 342.21

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Stmt No: 26665
November 9, 2012

10/9/2012	Check issued to Depo International, LLC.	460.75
10/16/2012	Check issued to Depo International, LLC.	415.50
10/16/2012	Check issued to Depo International, LLC.	306.50
Sub-total Expenses:		<u>2,725.07</u>

Payments

10/19/2012	Payment	ok 487562	7,305.00
Sub-total Payments:			<u>7,305.00</u>
Total Current Billing:			<u>15,908.57</u>
Previous Balance Due:			15,456.76
Total Payments:			<u>7,305.00</u>
Total Now Due:			<u>24,060.33</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 25665
Statement Date: 11/9/2012
Matter ID: 342.21

Amount Due: 24,060.33

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Ausili Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Austi Parkway, Suite 280
Las Vegas, NV 89119
(702) 233-4225

Statement as of November 15, 2012
Statement No. 28089

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342,21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
10/16/2012	BJP	Revise and finalize motion to certify judgment as final.	1.10	300.00	330.00	
10/17/2012	MLM	Review transcript of Nancy Brieseno-Rivera; Draft Notice of Deposition of Person Most Knowledgeable of Whiting Turner re: remaining issues not answered by Rivera.	0.80	180.00	144.00	
10/18/2012	JRL	Revise Motion to Amend Complaint.	0.50	245.00	122.50	
10/18/2012	MLM	Review Motion to Expunge or Reduce Lien; begin drafting Opposition to Motion.	2.00	180.00	360.00	
10/22/2012	MLM	Continue drafting Opposition to Motion to Expunge; review and shepardize case law.	1.00	180.00	180.00	
10/23/2012	MLM	Continue drafting Opposition to Motion to Expunge.	2.00	180.00	360.00	
10/24/2012	JRL	Drafting Opposition to Motion to Expunge Lien.	2.00	245.00	490.00	
10/24/2012	MLM	Continue drafting Opposition to Motion to Expunge; prepare Exhibits and draft Affidavit of Shane Norman.	2.10	180.00	378.00	
10/25/2012	JRL	Revise affidavit in support of Motion to Expunge; revise Opposition.	1.50	245.00	367.50	
10/25/2012	MLM	Finalize and file Opposition to Motion to Expunge Lien.	1.90	180.00	342.00	
10/29/2012	JRL	Review and respond to email from counsel for Mojave re: extension to respond to discovery request.	0.20	245.00	49.00	
10/30/2012	JRL	Revise Motion to Amend Complaint.	0.30	245.00	73.50	
10/30/2012	MLM	Finalize Motion to Amend Complaint and 4th Amended Complaint; file.	0.00	180.00	0.00	No Charge
10/30/2012	BJP	Prepare settlement statement.	1.10	300.00	330.00	
10/31/2012	JRL	Review Reply in support of Mojave's Motion for Summary Judgment.	0.50	245.00	122.50	
11/1/2012	MLM	Review Reply in Support of Whiting Turner Motion for Summary Judgment and Opposition to Cashman's Countermotion for Summary Judgment; draft Reply in Support of Cashman's Countermotion for Summary Judgment.	4.50	180.00	810.00	

Pezzillo Robinson
Matter ID 342.21

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December 7, 2012

11/1/2012	MLM	Draft Notice of Entry of Order Granting Motion to Stay.	0.30	180.00	54.00	
11/1/2012	BJP	Prepare settlement statement.	2.60	300.00	780.00	
11/2/2012	JRL	Drafting Reply in Support of Motion for Summary Judgment.	2.00	245.00	490.00	
11/2/2012	MLM	Drafting Reply in Support of Countermotion for Summary Judgment.	2.50	180.00	450.00	
11/2/2012	BJP	Review and revise reply in support of motion for summary judgment.	0.00	300.00	0.00	No Charge
11/6/2012	JRL	Revise settlement statement; draft email to DA re: Carvalho criminal matter.	0.50	245.00	122.50	
11/7/2012	MLM	Spoke with Shemilly Briscoe re: Whiting Turner documents and upcoming depositions; email to Briscoe re: same; prepare Notice of Deposition of Mojave's PMK and amended Notice of Deposition of Whiting Turner's PMK.	0.70	180.00	126.00	
11/7/2012	MLM	Draft Notice of Hearing on Motion to Amend Complaint.	0.20	180.00	36.00	
11/7/2012	MLM	Prepare binder of all pleadings re: hearings on Motion for Summary Judgment and Motion to Expunge Lien.	0.00	180.00	0.00	No Charge
11/8/2012	JRL	Preparation for hearing on competing Motions for Summary Judgment as to the payment bond and mechanic's lien claims; preparation of Default of Tonia Tran.	4.50	245.00	1,102.50	
11/9/2012	JRL	Preparation for hearing; attend and argue hearing on competing Motions for Summary Judgment as to payment bond and mechanic's lien claims; review of [REDACTED]	4.00	245.00	980.00	
11/9/2012	JRL	[REDACTED] telephone call with settlement judge concerning settling settlement conference.	0.00	245.00	0.00	No Charge
11/9/2012	MLM	Meeting with Shane after hearing.	0.20	180.00	36.00	
11/9/2012	MLM	Email to/from opposing counsel re: Whiting Turner document production.	1.50	245.00	367.50	
11/13/2012	JRL	Research issue relating [REDACTED] review information forwarded by Shane [REDACTED]	1.20	300.00	360.00	
11/13/2012	BJP	Review and analyze opposition to motion to certify judgment as final; research and prepare Reply in support of motion to certify judgment as final against Carvalho.	1.50	180.00	270.00	
11/14/2012	MLM	Prepare Supreme Court Docketing Statement with requested documents.	3.50	300.00	1,050.00	
11/14/2012	BJP	Prepare Reply in Support of Motion to certify judgments as final.	0.50	245.00	122.50	
11/15/2012	JRL	Draft portions of docketing statement for appeal of preliminary injunction.	1.60	180.00	288.00	
11/15/2012	MLM	Draft Subpoena Duces Tecum of QH LV, PQ				

Pezzillo Robinson
Matter ID 342.21

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Sint No: 26089
December 7, 2012

LV, FC/LW, and Forest City Commercial Mgt.

Sub-total Fees: 11,094.00

Discount: Bill Reduced as Courtesy -1,000.00

Rate Summary

Jennifer R. Lloyd	18.00 hours at \$ 245.00/hr	4,410.00
Marisa Maskas	21.30 hours at \$ 180.00/hr	3,834.00
Brian J. Pezzillo	9.50 hours at \$ 300.00/hr	2,850.00

Total hours: 48.80

Expenses

	Postage	16.50
		10.00
8/10/2012	Parking Fees.	3.50
10/16/2012	Filing fees.	3.50
10/16/2012	Filing fees.	500.00
10/19/2012	Filing fees - Posting of Cost Bond.	3.50
10/24/2012	Filing fees.	3.50
10/26/2012	Filing fees.	3.50
10/30/2012	Filing fees.	108.77
10/31/2012	Legal Research.	3.50
10/31/2012	Filing fees.	3.50
11/2/2012	Filing fees.	3.50
11/2/2012	Filing fees.	3.50
11/7/2012	Filing fees.	3.50
11/7/2012	Filing fees.	3.50
11/9/2012	Filing fees.	3.50
	Sub-total Expenses:	<u>673.77</u>

Payments

11/16/2012	Payment	ck 488580	8,151.76
12/7/2012	Payment	ck 489474	15,908.57
	Sub-total Payments:		<u>24,060.33</u>

Total Current Billing:	<u>10,767.77</u>
Previous Balance Due:	24,060.33
Total Payments:	24,060.33
Total Now Due:	<u>10,767.77</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 26089
Statement Date: 12/7/2012
Matter ID: 342.21

Amount Due: 10,767.77

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austl Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Aureli Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of December 15, 2012
Statement No. 26035

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount	
Professional Fees						
11/16/2012	JRL	Draft Notice of Entry of Default on Defendant Tonia Tran.	0.30	245.00	73.50	
11/26/2012	JRL	Telephone call with Shane and Kym re: [REDACTED], review of [REDACTED]	1.70	245.00	416.50	
11/26/2012	JRL	Review notice from Supreme Court re: settlement conference.	0.10	245.00	24.50	
11/26/2012	MLM	Draft Application for Issuance of Commission to Take Out of State Deposition of Forest City; Notice of Deposition and Subpoena.	1.50	180.00	270.00	
11/26/2012	MLM	Document review and index of new Whiting Turner production.	3.00	180.00	540.00	
11/27/2012	JRL	Review of Whiting Turner newly produced documents.	2.20	245.00	539.00	
11/27/2012	MLM	Continue review of Whiting Turner documents; begin outline for deposition of Whiting Turner deposition of second person most knowledgeable.	1.00	180.00	180.00	
11/28/2012	JRL	Review of Whiting Turner documents; prepare for deposition of Whiting Turner Person Most Knowledgeable; take deposition of Whiting Turner Person Most Knowledgeable; review notice concerning settlement conference.	4.00	245.00	980.00	
11/28/2012	JRL	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
11/28/2012	MLM	Prepare exhibits for deposition of Whiting Turner; finalize Subpoena to David Phillips at Forest City and prepare for service; email to Forest City re: contact information.	0.50	180.00	90.00	
12/4/2012	JRL	Review of documents produced by Whiting Turner; review email concerning rescheduling settlement conference.	2.50	245.00	612.50	
12/4/2012	JRL	Draft email to Shane re: [REDACTED] review response.	0.00	245.00	0.00	No Charge
12/4/2012	MLM	Email to opposing counsel re: date change of supreme court settlement conference; spoke with opposing counsel re: issues with subpoenas.	0.30	180.00	54.00	

Pezzillo Robinson
Matter ID 342.21

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January 11, 2013

12/6/2012	JRL	Review documents disclosed by Whiting Turner.	2.00	245.00	490.00	
12/7/2012	JRL	Prepare Reply In Support of Motion to Certify Judgment as Final; review transcript from Whiting Turner PMK deposition.	2.00	245.00	490.00	
12/7/2012	MLM	Document Review & Index of Whiting Turner documents.	3.50	180.00	630.00	
12/7/2012	MLM	Spoke with opposing counsel re: subpoena of Forest City and upcoming depositions; revise subpoena for David Phillips.	0.50	180.00	90.00	
12/7/2012	MLM	Review court minutes re: supplemental briefing schedule.	0.00	180.00	0.00	No Charge
12/10/2012	JRL	Draft email to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
12/10/2012	MLM	Document review of Whiting Turner documents.	4.00	180.00	720.00	
12/10/2012	MLM	Spoke with counsel for Mojave re: rescheduling depositions.	0.00	180.00	0.00	No Charge
12/11/2012	MLM	Emails to/from opposing counsel re: scheduling of depositions; draft Amended Notices of Deposition for Mojave PMK and David Phillips.	0.00	180.00	0.00	No Charge
12/13/2012	JRL	Review acceptance of service of subpoena of David Phillips.	0.10	245.00	24.50	
12/13/2012	MLM	Draft Reply In Support of Motion to Amend Complaint.	2.00	180.00	360.00	
12/13/2012	MLM	Revise Reply In Support of Motion to Amend Complaint.	0.50	180.00	90.00	

Sub-total Fees: 6,674.50

Discount: Bill Reduced as Courtesy -600.00

Rate Summary

Jennifer R. Lloyd	14.90 hours at \$ 245.00/hr	3,650.50
Marisa Maskas	16.80 hours at \$ 180.00/hr	3,024.00

Total hours: 31.70

Expenses

	Postage	14.05
	Photocopies	101.00
		3.50
11/16/2012	Filing fees.	0.00
11/28/2012	Recording Fee.	75.00
11/28/2012	Check issued to Legal Wings, Inc.	75.00
11/28/2012	Check issued to Legal Wings, Inc.	120.00
11/28/2012	Check issued to Legal Wings, Inc.	198.47
11/30/2012	Legal Research.	74.50
11/30/2012	Check issued to Legal Wings, Inc.	360.50
12/6/2012	Transcripts - 2nd Deposition of WT PMK - Rivera.	3.50
12/7/2012	Filing fees.	

Pezzillo Robinson
Matter ID 342.21

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January 11, 2013

12/10/2012 Filing fees.

	3.50
Sub-total Expenses:	<u>1,027.02</u>
Total Current Billing:	<u>7,101.52</u>
Previous Balance Due:	10,767.77
Total Payments:	0.00
Total Now Due:	<u>17,869.29</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89062

Statement Number: 26835
Statement Date: 1/11/2013
Matter ID: 342.21

Amount Due: 17,869.29

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6726 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of January 15, 2013
Statement No. 27151

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342,21: Cashman Equipment Company v. CAM Consulting/Carvalho

		Hours	Rate	Amount
Professional Fees				
12/17/2012	JRL	2.30	245.00	563.50
				Prepare for and attend hearing on Motion to Certify Judgments against Carvalho and Cam as final; review Notice of Entry of Default against Carvalho entered by Mojave.
12/19/2012	MLM	2.00	180.00	360.00
				Add index of Whiting Turner documents to Excel Spreadsheet.
12/20/2012	JRL	0.70	245.00	171.50
				Prepare for hearing on Motion to Amend; review motion, opposition and reply.
12/21/2012	JRL	2.10	245.00	514.50
				Attend hearing on Motion to Amend.
12/27/2012	JRL	0.60	245.00	147.00
				Prepare Order Granting Motion to Amend; prepare order granting Motion to Certify Judgment as Final.
12/28/2012	JRL	2.00	245.00	490.00
				Review of Whiting Turner documents.
1/2/2013	JRL	3.50	245.00	857.50
				Review of Whiting Turner disclosures; preparation for settlement conference.
1/3/2013	JRL	0.90	245.00	220.50
				Review of settlement statement in preparation for settlement conference and to determine [REDACTED] review of issues with case appeal statement.
1/3/2013	JRL	0.50	245.00	122.50
				Telephone call with opposing counsel and Judge Haberfeldt concerning rescheduling settlement conference at Judge Haberfeldt's request; draft email to Shane re: same; draft email to all parties concerning postponement; review and respond to email from Mojave's counsel re: upcoming depositions.
1/7/2013	JRL	1.80	245.00	441.00
				Review of items needed for [REDACTED], determine [REDACTED] review of status of discovery [REDACTED] prepare outline for supplement.
1/8/2013	JRL	6.00	245.00	1,470.00
				Preparing for deposition of David Phillips; Whiting Turner document review; preparing for deposition of Brian Bugni.
1/8/2013	MLM	0.20	180.00	36.00
				Emails to/from opposing counsel re: depositions.

Pezzillo Robinson
Matter ID 342.21

Page: 2
Smt No: 27151
February 7, 2013

1/9/2013	JRL	Preparing for deposition of Brian Bugni; review of Whiting Turner disclosed documents.	7.00	245.00	1,715.00	
1/9/2013	JRL	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
1/9/2013	MLM	Prepare Exhibits for depositions.	0.00	180.00	0.00	No Charge
1/10/2013	JRL	Take deposition of Brian Bugni; take deposition of David Phillips.	4.50	245.00	1,102.50	
1/10/2013	JRL	Draft email to Shane with update after depositions.	0.00	245.00	0.00	No Charge
1/14/2013	JRL	Prepare notice of deposition for Janel Rennie; prepare notice of deposition for person most knowledgeable of Element Iron; draft email to counsel for Mojave re: additional deposition on certain issues and review his response.	0.80	245.00	196.00	
1/15/2013	JRL	Prepare Notice of Deposition for Chris Meiers of Mojave.	0.30	245.00	73.50	
			Sub-total Fees:		8,481.00	

	Rate Summary	
Jennifer R. Lloyd	33.00 hours at \$ 245.00/hr	8,085.00
Marisa Maskas	2.20 hours at \$ 180.00/hr	396.00
Total hours: 35.20		

Expenses

	Postage	9.75
	Photocopies	59.75
	Filing fees.	3.50
12/17/2012		10.00
12/19/2012	Check issued to Legal Wings, Inc.	3.50
1/8/2013	Filing fees.	3.50
1/8/2013	Filing fees.	3.50
1/9/2013	Filing fees.	3.50
1/9/2013	Filing fees.	3.50
1/10/2013	Filing fees.	36.00
1/15/2013	Check Issued to Legal Wings, Inc.	
Sub-total Expenses:		136.50

Payments

1/25/2013	Payment	ck 490993	10,787.77
2/8/2013	Payment	ck 491489	7,101.52
Sub-total Payments:			17,889.29

Pezzillo Robinson
Matter ID 342.21

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Smt No: 27151
February 7, 2013

Total Current Billing:	8,617.50
Previous Balance Due:	17,869.29
Total Payments:	17,869.29
Total Now Due:	8,617.50

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 27151
Statement Date: 2/7/2013
Matter ID: 342.21

Amount Due: 8,617.50

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Austli Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of February 15, 2013
Statement No. 27624

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount	
1/22/2013	JRL	Review and respond to email from counsel for Mojave re: settlement conference being reset; review email to settlement judge concerning resetting the settlement conference.	0.20	245.00	49.00	
1/24/2013	JRL	Review witness and document disclosures to date [REDACTED] and to determine [REDACTED]	1.50	245.00	367.50	
1/24/2013	JRL	Draft email to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
1/24/2013	MLM	Compile witness and document information [REDACTED]	2.00	180.00	360.00	
1/24/2013	MLM	Draft 9th Supplemental Disclosure; review list of blank documents with priv. log in order to contact Mojave's counsel concerning deficient disclosures.	1.70	180.00	306.00	
1/26/2013	JRL	Review of Whiting Turner documents; analyze [REDACTED] review of subpoena sent to owner [REDACTED]	2.30	245.00	563.50	
1/28/2013	JRL	Research concerning [REDACTED] and [REDACTED] Motion for Summary Judgment on Mojave's payment bond.	2.70	245.00	661.50	
1/28/2013	MLM	Review status of claims against all Defendants.	0.50	180.00	90.00	
1/28/2013	MLM	Draft Defaults for Michael and Bernie Carvalho; draft letter to Element Iron attorney re: failure to produce 16.1 List of Witnesses/Documents.	0.90	180.00	162.00	
1/29/2013	JRL	Reviewing depositions of David Phillips and Brian Bugni in preparation for deposition of Chris Meiers to determine [REDACTED] review new disclosure by Mojave concerning payments to Cam.	3.00	245.00	735.00	

Pezzillo Robinson
Matter ID 342.21

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March 7, 2013

1/29/2013	JRL	Review and respond to email from Shane re: [REDACTED] [REDACTED] draft email to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
1/29/2013	MLM	Deposition prep for Element Iron and Janel Rennie; prepare Exhibits.	4.00	180.00	720.00	
1/29/2013	MLM	Emails to/from opposing counsel re: status of additional documents Mojave agreed to produce and status of Settlement Conference.	0.20	180.00	36.00	
1/30/2013	JRL	Preparation for deposition of Chris Meiers; review correspondence from counsel for Element Iron and draft correspondence to counsel for Element Iron concerning deposition; review of documents for supplement to court; contact counsel for Mojave re: scheduling of settlement conference; drafting Motion for Summary Judgment on Mojave's Payment Bond.	3.70	245.00	908.50	
1/30/2013	MLM	Draft letter to opposing counsel (Boschee) re: outstanding discovery issues.	0.50	180.00	90.00	
1/30/2013	MLM	Prepare request for information from NV DMV.	0.50	180.00	90.00	
1/31/2013	JRL	Prepare for and take deposition of Chris Meiers/Mojave project manager; review documents provided by Shane [REDACTED]	3.20	245.00	784.00	
1/31/2013	JRL	Draft email to Shane re: [REDACTED] review response.	0.00	245.00	0.00	No Charge
1/31/2013	MLM	Prepare for and attend deposition of Person Most Knowledgeable of Element Iron, and deposition of Janel Rennie.	3.00	180.00	540.00	
1/31/2013	MLM	Draft 10th Supplemental List of Witnesses and Documents.	1.00	180.00	180.00	
1/31/2013	MLM	Review Janel Rennie's Answer to 4th Amended Complaint.	0.20	180.00	36.00	
2/6/2013	MLM	Spoke with DMV re: requests for information submitted on Carvalho, Rennie and Tran.	0.20	180.00	36.00	
2/7/2013	JRL	Review and respond to emails from counsel for Mojave re: settlement.	0.20	245.00	49.00	
2/8/2013	MLM	Begin preparing Motion for Summary Judgment against Element Iron.	1.50	180.00	270.00	
2/11/2013	MLM	Begin drafting Motion for Summary Judgment against Janel Rennie.	2.00	180.00	360.00	
2/12/2013	MLM	Review letters from DMV re: missing information needed; Letter to DMV re: information needed for our requests of vehicles for Angelo, Tonla and Janel.	0.50	180.00	90.00	
2/15/2013	JRL	Drafting Motion for Summary Judgment on Mojave's Payment Bond.	1.40	245.00	343.00	

Sub-total Fees: 7,825.00

Discount: Bill Reduced as Courtesy -700.00

Pezzillo Robinson
Matter ID 342.21

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Siml No: 27624
March 7, 2013

	Rate Summary	
Jennifer R. Lloyd	18.20 hours at \$ 245.00/hr	4,459.00
Marisa Maskas	18.70 hours at \$ 180.00/hr	3,366.00
Total hours:	<u>36.90</u>	

Expenses

	Photocopies	170.00
	Postage	13.72
1/17/2013	Filing fees.	3.50
1/22/2013	Filing fees.	3.50
1/22/2013	Filing fees.	3.50
1/22/2013	Filing fees.	3.50
1/22/2013	Filing fees.	3.50
1/22/2013	Check issued to Legal Wings, Inc.	102.00
1/24/2013	Check issued to Legal Wings, Inc.	8.00
1/31/2013	Filing fees.	3.50
2/4/2013	Filing fees.	3.50
2/7/2013	Recording Fee.	24.00
2/7/2013	Recording Fee.	24.00
2/7/2013	Simplifile Fee.	5.00
2/7/2013	Simplifile Fee.	5.00

Sub-total Expenses: 376.22

Total Current Billing:	<u>7,501.22</u>
Previous Balance Due:	8,617.50
Total Payments:	0.00
Total Now Due:	<u>16,118.72</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 27624
Statement Date: 3/7/2013
Matter ID: 342.21

Amount Due: 16,118.72

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austl Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

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6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of March 15, 2013
Statement No. 28357

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
2/19/2013	JRL	Legal Research re: [REDACTED] [REDACTED] in Motion for Summary Judgment on Mojave's payment bond.	2.20	245.00	539.00	
2/20/2013	JRL	Drafting Motion for Summary Judgment on Mojave's Payment Bond; review correspondence from counsel for Element Iron re: deposition.	1.70	245.00	416.50	
2/21/2013	JRL	Research in support of Motion for Summary Judgment on Payment Bond against Mojave; drafting Motion for Summary Judgment against Mojave's Payment Bond; review of deposition transcripts for evidence in support of Motion for Summary Judgment against Payment Bond; draft email to counsel for Mojave re: extending dates on supplemental briefing; review and respond to emails from Mojave's counsel re: settlement.	4.90	245.00	1,209.50	
2/21/2013	MLM	Draft Affidavit of Shane Norman for Motion re: Payment Bond; prepare deposition transcripts as exhibits for Motion re: Payment Bond.	0.50	180.00	90.00	
2/21/2013	MLM	Draft Stipulation and Order to Continue Supplements/Continued Hearing on Motion for Summary Judgment.	0.40	180.00	72.00	
2/22/2013	JRL	Drafting Motion for Summary Judgment on Payment Bond against Mojave; review of deposition transcripts for evidence in support of Motion.	3.00	0.00	0.00	No Charge
2/22/2013	MLM	Continue drafting Motion for Summary Judgment against Janel Renne.	2.20	180.00	396.00	
2/22/2013	MLM	Draft Answer to Counterclaim.	0.50	180.00	90.00	
2/22/2013	MLM	Finalize citations to Motion for Summary Judgment on Payment Bond.	1.00	180.00	180.00	
2/22/2013	BJP	Review and revise Motion for Summary	0.50	300.00	150.00	

		Judgment on Payment Bond.				
2/25/2013	JRL	Review of scheduling order; revise affidavit for Shane in support of Motion for Summary Judgment on Payment Bond; final revisions to Motion.	1.00	245.00	245.00	
2/25/2013	JRL	Review and respond to email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
2/25/2013	MLM	Edit and finalize Motion for Summary Judgment on Payment Bond.	0.00	180.00	0.00	No Charge
2/25/2013	MLM	Continue drafting Motion for Summary Judgment against Janel Rennie; review discovery documents and deposition transcripts for evidence in support.	3.00	180.00	540.00	
2/26/2013	JRL	Review Motion for Summary Judgment filed by Owner Defendants; review deposition transcript of Whiting Turner PMK concerning [REDACTED] in opposition; begin drafting opposition; prepare for Supreme Court settlement conference.	2.10	245.00	514.50	
2/26/2013	JRL	Telephone call with Shane re: [REDACTED]; review and respond to email from Lee re: [REDACTED]	0.00	245.00	0.00	No Charge
2/27/2013	JRL	Drafting Motion for Summary Judgment as to Rennie; legal research concerning [REDACTED] drafting Opposition to Motion to Dismiss on behalf of Owners; draft email to counsel for Mojave re: scheduling and review response.	6.50	245.00	1,592.50	
2/27/2013	MLM	Continue Drafting Motion for Summary Judgment against Janel Rennie; prepare all exhibits; legal research re: [REDACTED]	4.50	180.00	810.00	
2/28/2013	JRL	Attend Supreme Court settlement conference; drafting Motion for Summary Judgment as to Rennie; drafting Motion for Summary Judgment as to Element Iron.	9.00	245.00	2,205.00	
2/28/2013	MLM	Draft Motion for Summary Judgment against Element Iron or in the Alternative Motion to Strike Answer of Element Iron; prepare Exhibits; Legal Research re: sanctions.	5.00	180.00	900.00	
2/28/2013	MLM	Draft Affidavit of Shane Norman for Motions for Summary Judgment against Rennie and Element Iron.	0.50	180.00	90.00	
3/1/2013	MLM	Draft supplements to Motions for Summary Judgment against Rennie and Element Iron; draft supplement to Motion for Summary	0.90	180.00	162.00	

Pezzillo Robinson
Matter ID 342.21

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April 10, 2013

		Judgment re: Payment bond to be filed under seal.			
3/4/2013	JRL	Review notice of dissociation of counsel.	0.10	245.00	24.50
3/5/2013	JRL	Draft Opposition to Motion to Dismiss or in the alternative Motion for Summary Judgment filed by Owners; prepare affidavit for Shane; review and respond to email correspondence from counsel for Mojave re: moving hearing date.	7.90	245.00	1,935.50
3/5/2013	MLM	Draft Stipulation and Order to continue hearing on Defendants' Motion to Dismiss re: Owners.	0.30	180.00	54.00
3/5/2013	MLM	Edit and prepare Exhibits to Opposition to Defendants' Motion to Dismiss re: Owners.	1.00	180.00	180.00
3/7/2013	JRL	Review Order from Supreme Court extending time for Settlement Conference.	0.20	245.00	49.00
3/13/2013	JRL	Drafting Supplement to Lien Motion.	1.00	245.00	245.00
3/14/2013	MLM	Letter to opposing counsel re: Mojave's failure to respond to Cashman's letter requesting information and documents.	0.30	180.00	54.00
3/15/2013	JRL	Drafting Supplement to Motion for Summary Judgment on Mechanic's Lien claim; review of [REDACTED] creation of timeline [REDACTED]	5.00	245.00	1,225.00

Sub-total Fees: 13,960.00

Discount: Bill Reduced as Courtesy -760.00

Rate Summary

Jennifer R. Lloyd	3.00 hours at \$ 0.00/hr	0.00
Jennifer R. Lloyd	41.80 hours at \$ 245.00/hr	10,192.00
Marisa Maskas	20.10 hours at \$ 180.00/hr	3,618.00
Brian J. Pezzillo	0.50 hours at \$ 300.00/hr	150.00

Total hours: 65.20

Total Current Billing: 13,210.00

Previous Balance Due: 0.00

Total Payments: 0.00

Total Now Due: 13,210.00

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 28357
Statement Date: 4/10/2013
Matter ID: 342.21

Amount Due: 13,210.00

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austil Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

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Las Vegas, NV 89119
(702) 233-4225

Statement as of April 15, 2013

Statement No. 28502

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
3/18/2013	JRL	Drafting Lien Supplement.	5.90	245.00	1,445.50	
3/18/2013	MLM	Edit and finalize Supplement to Counter-motion for Summary Judgment; prepare all exhibits; draft client Affidavit.	2.50	180.00	450.00	
3/19/2013	JRL	Review email from counsel for Mojave concerning outstanding discovery issues and upcoming hearing schedule.	0.10	245.00	24.50	
3/19/2013	MLM	Finalize Affidavit of Shane Norman for Supplement to Counter-motion for Summary Judgment.	0.30	180.00	54.00	
3/25/2013	JRL	Review Opposition to Motion for Summary Judgment on Mojave's Payment Bond; Research concerning authority cited by Mojave in Opposition to Motion for Summary Judgment on Payment Bond posted by Mojave for inclusion in Reply.	2.30	245.00	563.50	
3/26/2013	MLM	Draft Applications for Default Judgment for Angelo Carvalho, Cam, Bernle Carvalho, Michael Carvalho and Tonia Tran; prepare Exhibits.	3.00	180.00	540.00	
3/27/2013	JRL	Draft email to Shane with update.	0.00	245.00	0.00	No Charge
3/27/2013	JRL	Review and respond to email from counsel for Mojave re: upcoming hearings and information not produced in discovery; drafting Reply in Support of Motion for Summary Judgment against Mojave's Payment Bond.	2.20	245.00	539.00	
3/27/2013	MLM	Draft Stipulation and Order to Continue Motion for Summary Judgment on Mojave's payment bond; emails to/from opposing counsel re: same.	0.50	180.00	90.00	
3/28/2013	MLM	Prepare Writ of Execution on A. Carvalho's vehicles.	0.80	180.00	144.00	
3/29/2013	JRL	Review Mojave's Supplement to Motion to Expunge Lien and Motion for Summary Judgment as to Whiting Turner's Payment Bond; analyze arguments in response; research concerning [REDACTED]	2.70	245.00	661.50	

4/1/2013	MLM	[REDACTED] Draft Notice of Non-Opposition to Cashman's Motion for Summary Judgment against Element Iron.	0.30	180.00	54.00	
4/1/2013	MLM	Begin drafting Reply In Support of Cashman's Motion for Summary Judgment against Janel Rennie.	2.00	180.00	360.00	
4/2/2013	JRL	Research [REDACTED] [REDACTED] Motion for Summary Judgment against Rennie.	0.70	245.00	171.50	
4/2/2013	MLM	Finalize Reply in Support of Motion for Summary Judgment Against Rennie; legal research.	3.00	180.00	540.00	
4/3/2013	JRL	Draft email to Shane re: [REDACTED] draft email to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
4/3/2013	JRL	Prepare Shane's affidavit for Supplement concerning Lien filed with court; review of Mojave's Supplement on Lien; analysis of response to arguments raised for continued hearing on Motion to Expunge Lien; revise Reply in Support of Motion for Summary Judgment against Rennie.	2.80	245.00	686.00	
4/4/2013	JRL	Research issues raised in Opposition related to separate claims; drafting Reply In Support of Motion for Summary Judgment on Mojave's Payment Bond.	7.00	245.00	1,715.00	
4/5/2013	JRL	Drafting Reply in Support of Motion for Summary Judgment on Mojave's Payment Bond; review of [REDACTED] [REDACTED] analysis of arguments concerning [REDACTED]	4.50	245.00	1,102.50	
4/5/2013	JRL	Draft email to Shane re: [REDACTED] [REDACTED] review responses.	0.00	245.00	0.00	No Charge
4/5/2013	MLM	Revise and finalize Reply In Support of Cashman's Motion for Summary Judgment on Payment Bond.	0.00	180.00	0.00	No Charge
4/5/2013	MLM	Draft Supplement for Supplement to Motion for Summary Judgment on Lien and Bond Claims.	0.00	180.00	0.00	No Charge
4/9/2013	JRL	Review motion to withdraw filed by counsel for Element Iron; review Motion for Summary Judgment against Mojave Payment Bond; review Opposition filed by Mojave and review Reply in preparation for hearing on Motion; prepare outline of arguments for Motion; review correspondence from counsel for Element Iron re: lack of response to motion.	2.00	245.00	490.00	
4/9/2013	MLM	Review Element Iron's Motion to Withdraw as	0.30	180.00	54.00	

Pezzillo Robinson
Matter ID 342.21

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May 7, 2013

		Attorney of Record.			
4/10/2013	JRL	Prepare for hearing on Owner's Motion for Summary Judgment; outline arguments in response; prepare for hearing on Cashman's Motion for Summary Judgment against Rennie; outline arguments in response to Opposition.	3.00	245.00	735.00
4/10/2013	JRL	Review and respond to email from Shane re: [REDACTED]	0.00	245.00	0.00 No Charge
4/11/2013	JRL	Attend hearing on Owner's Motion for Summary Judgment as to Unjust Enrichment; Cashman's Motion for Summary Judgment against Element Iron; Cashman's Motion for Summary Judgment against Rennie and Cashman's Motion for Summary Judgment as to Mojave's Payment Bond.	2.00	245.00	490.00
4/12/2013	MLM	Draft Findings of Fact/Conclusions of Law and Order re: Motion for Summary Judgment against Rennie.	1.00	180.00	180.00
4/12/2013	MLM	Draft Findings of Fact/Conclusions of Law and Order re: Motion for Summary Judgment against Element Iron.	1.00	180.00	180.00
4/14/2013	JRL	Begin review of pleadings filed previously in relation to Motion to Expunge Lien, Motion for Summary Judgment on Lien; Motion for Summary Judgment on Whiting Turner Payment Bond and Counter-motion for Summary Judgment on Whiting Turner Payment Bond for Supplemental Hearing.	2.50	245.00	612.50
4/15/2013	JRL	Review of supplemental filings by Mojave and Cashman; outline arguments for hearing on Motions; review of relevant case law.	4.00	245.00	980.00
4/15/2013	JRL	Review of deposition testimony [REDACTED]	2.00	245.00	490.00
4/15/2013	MLM	Draft Notice of Entry of Defaults for Angelo, Bernie and Michael Carvalho for 2nd Complaint.	0.50	180.00	90.00

Sub-total Fees: 13,442.50

Discount: Bill Reduced as Courtesy -1,300.00

Rate Summary

Jennifer R. Lloyd	43.70 hours at \$ 245.00/hr	10,706.50
Marisa Maskas	15.20 hours at \$ 180.00/hr	2,736.00

Total hours: 58.90

Expenses

	Postage	91.59
	Photocopies	883.50
12/31/2012	Legal Research.	60.45
1/31/2013	Legal Research.	53.77

Pezzillo Robinson
Matter ID 342.21

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Stmt No: 28502
May 7, 2013

1/31/2013	Legal Research.	53.77
2/26/2013	Check Issued to Legal Wings, Inc.	57.00
2/28/2013	Legal Research.	499.74
3/18/2013	Filing fees.	3.50
3/19/2013	Filing fees.	3.50
4/4/2013	Filing fees.	3.50
4/4/2013	Filing fees.	3.50
4/5/2013	Filing fees.	3.50
4/5/2013	Filing fees.	3.50
4/5/2013	Filing fees.	3.50
4/8/2013	Filing fees.	3.50
4/8/2013	Filing fees.	3.50
4/15/2013	Filing fees.	3.50
4/15/2013	Filing fees.	3.50
4/15/2013	Filing fees.	3.50
Sub-total Expenses:		<u>1,721.82</u>

Payments

5/3/2013	Payment	ck 494302	13,210.00
Sub-total Payments:			<u>13,210.00</u>
Total Current Billing:			<u>13,864.32</u>
Previous Balance Due:			13,210.00
Total Payments:			13,210.00
Total Now Due:			<u>13,864.32</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89062

Statement Number: 28502
Statement Date: 5/7/2013
Matter ID: 342.21

Amount Due: 13,864.32

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Ausli Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

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(702) 233-4225

Statement as of May 15, 2013

Statement No. 28960

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount	
Professional Fees						
4/16/2013	JRL	Attend and argue at supplemental hearing on Motions concerning mechanic's lien claim, Whiting Turner payment bond claim and Mojave payment bond claim.	2.60	245.00	612.50	
4/18/2013	MLM	Prepare Order Denying Defendants' Motion to Dismiss Owners; Prepare Order Denying Defendants' Motion for Summary Judgment on Payment and License Bonds and Cashman's Countermotion for Summary Judgment; Prepare Order Denying Defendants' Motion to Expunge Lien; Prepare Order Denying Cashman's Motion for Summary Judgment on Mojave Payment Bond.	1.20	180.00	216.00	
4/22/2013	MLM	Draft 11th Supplemental Disclosure of Documents.	0.60	180.00	90.00	
4/23/2013	JRL	Revise order denying Motion to Expunge or Reduce Lien; revise orders on Motions for Summary Judgment.	0.40	245.00	98.00	
4/23/2013	JRL	Draft email to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
4/23/2013	MLM	Finalize (4) Orders; email to Brian Boschee for approval.	0.00	180.00	0.00	No Charge
4/24/2013	JRL	Review and respond to email from Mojave's attorney re: settlement conference in supreme court and continuing trial; review [REDACTED]	0.40	245.00	98.00	
4/25/2013	JRL	Telephone call with Shane re: [REDACTED] email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
4/28/2013	JRL	Review minute order from court granting motion to withdraw filed by counsel for Element Iron.	0.20	245.00	49.00	
4/29/2013	JRL	Review and respond to email from counsel for Mojave re: moving trial.	0.20	245.00	49.00	
4/30/2013	JRL	Draft Findings of Fact and Conclusions of Law re: Quiet Title and Fraudulent Transfer	1.50	245.00	367.50	

Pezzillo Robinson
Matter ID 342.21

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Snt No: 28960
June 10, 2013

		concerning Rennie; draft Findings of Fact and Conclusions of Law concerning Element Iron.			
4/30/2013	MLM	Draft Stipulation and Order to Continue Trial Setting.	0.50	180.00	90.00
5/1/2013	MLM	Contact court re: continuing trial setting; letter to Court re: same; emails to/from opposing counsel re: same.	0.60	180.00	108.00
5/2/2013	MLM	Contact court re: calendar call; letter to court re: same; emails to/from opposing counsel re: same; revise Stipulation and Order to Continue Trial.	0.50	180.00	90.00
5/6/2013	MLM	Prepare Notice of Entry of Orders for: Motion to Expunge the Lien, Motion for Summary Judgment on Whiting Turner Bond, Motion for Summary Judgment on Mojave Payment Bond and Motion to Dismiss Claims against Owner.	0.80	180.00	144.00
5/7/2013	MLM	Draft Motion for Attorney's Fees & Costs.	2.20	180.00	396.00
5/10/2013	MLM	Calculate fees and costs associated with Defendants' Motion to Expunge Lien for Cashman's Motion for Attorney's Fees.	1.00	180.00	180.00
			Sub-total Fees:		<u>2,588.00</u>

Rate Summary		
Jennifer R. Lloyd	5.20 hours at \$ 245.00/hr	1,274.00
Marisa Maskas	7.30 hours at \$ 180.00/hr	1,314.00
Total hours:		<u>12.50</u>

Expenses		
	Photocopies	14.00
	Postage	7.14
	Legal Research.	112.45
4/30/2013	Filing fees.	3.50
5/3/2013	Filing fees.	3.50
5/3/2013	Filing fees.	3.50
5/3/2013	Filing fees.	3.50
5/3/2013	Filing fees.	3.50
5/6/2013	Filing fees.	3.50
5/6/2013	Filing fees.	24.00
5/6/2013	Recording Fee.	3.50
5/6/2013	Filing fees.	3.50
5/6/2013	Filing fees.	5.00
5/6/2013	Simplifile Fee.	
Sub-total Expenses:		<u>190.69</u>

Pezzillo Robinson
Matter ID 342,21

Page: 3
Stmt No: 28960
June 10, 2013

Total Current Billing:	<u>2,778.59</u>
Previous Balance Due:	13,864.32
Total Payments:	0.00
Total Now Due:	<u>16,642.91</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 28960
Statement Date: 6/10/2013
Matter ID: 342,21

Amount Due: 16,642.91

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of June 15, 2013
Statement No. 29359

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount
Professional Fees					
5/16/2013	JRL	Revising findings of fact and conclusions of law.	0.40	245.00	98.00
5/16/2013	MLM	Finalize Motion for Fees and Costs.	0.80	180.00	144.00
5/16/2013	MLM	Finalizing default judgment applications for Bernie and Michael Carvalho.	0.40	180.00	72.00
5/17/2013	MLM	Finalize Findings of Fact/Conclusions of Law re: Renee Motion for Summary Judgment; email to opposing counsel re: same.	0.60	180.00	108.00
5/17/2013	MLM	Prepare Writs of Execution on banks, along with Notice of Execution, Writs of Garnishment and Constable Instructions.	2.60	180.00	468.00
5/22/2013	MLM	Prepare exhibits to Motion for Attorney's Fees and Costs; review and redact client invoices to establish fees and costs incurred relating to the Motion to Expunge.	1.00	180.00	180.00
5/29/2013	MLM	Draft Affidavit of Jennifer Lloyd re: Motion for Fees and Costs.	0.50	180.00	90.00
5/30/2013	JRL	Revising Motion for Attorney's Fees.	0.40	245.00	98.00
6/7/2013	JRL	Review status of orders; review deadline for owner answer; draft email to counsel for owner re: answering complaint.	0.50	245.00	122.50
6/12/2013	JRL	Review answer filed by Owners.	0.30	245.00	73.50
		Sub-total Fees:			<u>1,436.00</u>

Rate Summary

Jennifer R. Lloyd	1.60 hours at \$ 245.00/hr	392.00
Marisa Maskas	5.80 hours at \$ 180.00/hr	1,044.00
Total hours:	<u>7.40</u>	

Expenses

	Postage	7.74
	Photocopies	34.00
5/21/2013	Filing fees.	3.50
5/24/2013	Writ Fee.	30.00
5/31/2013	Filing fees.	3.50

Pezzillo Robinson
Matter ID 342.21

Page: 2
Smt No: 29359
July 10, 2013

6/3/2013	Filing fees.	3.50
6/3/2013	Filing fees.	3.50
6/5/2013	Filing fees.	3.50
6/5/2013	Filing fees.	3.50
6/7/2013	Filing fees.	3.50
6/14/2013	Filing fees.	3.50
Sub-total Expenses:		<u>98.74</u>

Payments

7/5/2013	Payment	13,864.32
7/5/2013	Payment	2,778.59
Sub-total Payments:		<u>16,642.91</u>

Total Current Billing:	<u>1,535.74</u>
Previous Balance Due:	16,642.91
Total Payments:	16,642.91
Total Now Due:	<u>1,535.74</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 29359
Statement Date: 7/10/2013
Matter ID: 342.21

Amount Due: 1,535.74

PLEASE REMIT TO:

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Las Vegas, NV 89119

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Pezzillo Robinson
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 Las Vegas, NV 89119
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Statement as of July 15, 2013
 Statement No. 29768

Cashman Equipment
 Shane Norman
 3300 St. Rose Parkway
 Henderson, NV 89052

342.21; Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount
Professional Fees					
6/25/2013	BJP	Review motion for attorneys fees and opposition; research regarding reply in support of motion for attorneys fees.	1.00	300.00	300.00
6/26/2013	BJP	Prepare reply in support of motion for attorneys fees.	1.20	300.00	360.00
6/27/2013	BJP	Prepare reply in support of motion for attorney fees.	1.40	300.00	420.00
7/2/2013	BJP	Revise and finalize reply in support of motion for attorneys fees.	1.20	300.00	360.00
7/3/2013	MLM	Draft Notice of Entry of Findings of Fact for Element Iron Motion for Summary Judgment; draft Notice of Entry of Findings of Fact for Rennie Motion for Summary Judgment.	0.40	180.00	72.00
7/11/2013	BJP	Prepare for and attend hearing on motion for attorney fees.	0.80	300.00	240.00
Sub-total Fees:					<u>1,752.00</u>

	Rate Summary	
Marisa Maskas	0.40 hours at \$ 180.00/hr	72.00
Brian J. Pezzillo	5.80 hours at \$ 300.00/hr	1,680.00
Total hours:	<u>6.00</u>	

Expenses

	Postage	3.84
	Photocopies	10.75
		3.50
6/3/2013	Filing fees.	7.00
6/5/2013	Filing fees.	3.50
6/7/2013	Filing fees.	3.50
6/14/2013	Filing fees.	3.50
6/24/2013	Filing fees.	3.50
7/2/2013	Filing fees.	3.50

Pezzillo Robinson
Matter ID 342.21

7/3/2013

Filing fees.

Page: 2
Stmt No: 29789
August 9, 2013

Sub-total Expenses: 7.00
46.09

Total Current Billing: 1,798.09
Previous Balance Due: 1,535.74
Total Payments: 0.00
Total Now Due: 3,333.83

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 29788
Statement Date: 8/9/2013
Matter ID: 342.21

Amount Due: 3,333.83

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Ausil Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson
 6725 Via Austi Parkway, Suite 290
 Las Vegas, NV 89119
 (702) 233-4225

Statement as of August 15, 2013
 Statement No. 30138

Cashman Equipment
 Shane Norman
 3300 St. Rose Parkway
 Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount
Professional Fees					
7/22/2013	JRL	Review and respond to email from Supreme Court settlement Judge re: no settlement reached.	0.20	246.00	49.00
7/23/2013	MLM	Prepare redacted invoices showing attorney's fees and costs incurred re: Motion to Expunge Lien per Court's order.	0.50	180.00	90.00
8/15/2013	MLM	Emails to/from Boschee re: owner's 16.1 witnesses and documents.	0.20	180.00	36.00
Sub-total Fees:					<u>175.00</u>

Rate Summary		
Jennifer R. Lloyd	0.20 hours at \$ 245.00/hr	49.00
Marisa Maskas	0.70 hours at \$ 180.00/hr	126.00
Total hours:		<u>0.90</u>

Expenses			
1/15/2013	Check issued to Legal Wings, Inc.		36.00
5/31/2013	Legal Research.		73.31
6/30/2013	Legal Research.		114.58
7/17/2013	Check issued to Legal Wings, Inc.		-36.00
Sub-total Expenses:			<u>187.89</u>

Payments

8/30/2013	Payment	3,333.83
Sub-total Payments:		<u>3,333.83</u>

Total Current Billing:	<u>362.89</u>
Previous Balance Due:	3,333.83
Total Payments:	3,333.83
Total Now Due:	<u>362.89</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 30138
Statement Date: 8/30/2013
Matter ID: 342.21

Amount Due: 362.89

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austl Parkway, Suite 200
Las Vegas, NV 89119

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Pezzillo Robinson

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Las Vegas, NV 89119
(702) 233-4225

Statement as of September 16, 2013

Statement No. 30533

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount
Professional Fees					
8/21/2013	MLM	Email to opposing counsel re: billing statements for Motion for Fees/Costs.	0.10	195.00	19.50
8/26/2013	JRL	Drafting Motion to Certify Rennie Judgment as Final.	1.70	245.00	416.50
8/29/2013	JRL	Drafting Motion to Certify Judgment against Rennie as Final.	2.40	245.00	588.00
8/30/2013	JRL	Begin trial preparations [REDACTED] [REDACTED]	2.10	245.00	514.50
9/3/2013	JRL	Begin review of deposition transcripts for trial.	1.90	245.00	465.50
9/3/2013	MLM	Finalize Motion to Certify Rennie Judgment as Final (Rule 54b) and prepare Exhibits.	0.50	195.00	97.50
9/4/2013	MLM	Draft Ex Parte Application for Order Shortening Time to Motion to Certify Rennie Judgment as Final.	0.60	195.00	117.00
9/5/2013	JRL	Continued review of deposition transcripts for trial; preparation of [REDACTED]	2.40	245.00	588.00
9/5/2013	MLM	Review of disclosures [REDACTED] [REDACTED]	0.40	195.00	78.00
9/5/2013	MLM	Draft Order Granting Cashman's Motion for Attorney's Fees and Costs; email to opposing counsel re: same.	0.50	195.00	97.50
9/10/2013	JRL	Review and respond to email from counsel for Mojave re: trial meetings.	0.20	245.00	49.00
9/11/2013	JRL	Review of [REDACTED] for trial.	1.20	245.00	294.00
9/11/2013	MLM	Emails to/from Boschae re: Order on Motion for Attorney's Fees and Costs; submit to court for Judge's signature.	0.20	195.00	39.00
9/12/2013	JRL	Review Trial Order; review and respond to email from opposing counsel re: calendar call.	0.30	245.00	73.50
9/12/2013	MLM	Begin preparation documents for trial.	1.50	195.00	292.50
9/13/2013	MLM	Preparing documents for trial.	1.00	195.00	195.00
				Sub-total Fees:	3,925.00

Rate Summary

Jennifer R. Lloyd

12.20 hours at \$245.00/hr 2,989.00

Pezzillo Robinson
Matter ID 342.21

Page: 2
Smt No: 30533
October 7, 2013

Marisa Maskas 4.80 hours at \$ 195.00/hr 936.00
Total hours: 17.00

Expenses

	Photocopies	178.50
	Postage	4.76
		53.13
8/31/2013	Legal Research.	3.50
9/3/2013	Filing fees.	3.50
9/4/2013	Filing fees.	3.50
9/12/2013	Filing fees.	3.50
9/12/2013	Filing fees.	3.50

Sub-total Expenses: 250.39

Total Current Billing: 4,175.39
Previous Balance Due: 382.89
Total Payments: 0.00
Total Now Due: 4,538.28

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3800 St. Rose Parkway
Henderson, NV 89052

Statement Number: 30533
Statement Date: 10/7/2013
Matter ID: 342.21

Amount Due: 4,538.28

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austi Parkway, Suite 280
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6726 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of October 15, 2013
Statement No. 31223

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
9/12/2013	MLM	Finalize Answer to Counterclaims.	0.00	195.00	0.00	No Charge
9/19/2013	JRL	Attend calendar call.	1.60	245.00	392.00	
9/19/2013	JRL	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
9/20/2013	JRL	Review settlement offer made by Linda Dugan [REDACTED]	0.40	245.00	98.00	
9/20/2013	MLM	Spoke with opposing counsel's office (Linda Dugan) re: settlement offer.	0.20	195.00	39.00	
9/25/2013	MLM	Emails to/from opposing counsel re: settlement of claims against Linda Dugan; draft Stipulation and Order for Dismissal.	0.50	195.00	97.50	
9/26/2013	JRL	Review Order from Supreme Court concerning Transcripts for lower proceedings.	0.20	245.00	49.00	
10/1/2013	MLM	Receipt of payment re: dismissal of Linda Dugan; finalize Stipulation and Order for Dismissal with Prejudice.	0.20	195.00	39.00	
10/3/2013	MLM	Prepare Certificate of Mailing for Order on Motion to Certify Janel Rennie Judgment as Final.	0.20	195.00	39.00	
10/7/2013	JRL	Prepare certificate of no transcript for Supreme Court;.	0.40	245.00	98.00	
10/7/2013	MLM	Review NRAP re: transcripts.	0.00	195.00	0.00	No Charge
10/11/2013	JRL	Review Order Setting Trial.	0.20	245.00	49.00	
10/14/2013	JRL	Draft email to counsel for Mojave re: continuing the appeal deadlines.	0.10	245.00	24.50	
10/14/2013	MLM	Draft Notice of Entry of Stipulation and Order for Dismissal of Dugan.	0.20	195.00	39.00	
10/15/2013	JRL	Review and respond to email from opposing counsel re: appeal.	0.20	245.00	49.00	
10/15/2013	MLM	Draft proposed Order Granting Motion to Certify Judgment against Rennie as Final.	0.30	195.00	58.50	
10/15/2013	MLM	Draft Stipulation and Order to Continue Deadline for Briefs in Appeal Case.	0.60	195.00	117.00	
Sub-total Fees:					<u>1,188.50</u>	

Pezzillo Robinson
Matter ID 342.21

Page: 2
Stmt No: 31223
November 26, 2013

	Rate Summary	
Jennifer R. Lloyd	3.10 hours at \$ 245.00/hr	759.50
Marisa Maskas	2.20 hours at \$ 195.00/hr	429.00
Total hours:	<u>5.30</u>	

Expenses

	Postage	1.84
	Photocopies	14.00
		3.50
9/20/2013	Filing fees.	3.50
9/24/2013	Filing fees.	3.50
10/3/2013	Filing fees.	15.00
10/4/2013	Writ Fee.	60.00
10/4/2013	Writ Fee.	
	Sub-total Expenses:	<u>101.34</u>

Payments

		362.89
10/18/2013	Payment	
		525.40
10/18/2013	Payment	
		4,538.28
11/1/2013	Payment	
	Sub-total Payments:	<u>5,426.57</u>

Total Current Billing:	<u>1,288.84</u>
Previous Balance Due:	4,538.28
Total Payments:	5,426.57
Total Now Due:	<u>401.55</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 31223
Statement Date: 11/26/2013
Matter ID: 342.21

Amount Due: 401.55

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Ausli Parkway, Suite 290
Las Vegas, NV 89119

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Pezzillo Robinson

6725 Via Ausli Parkway, Suite 280
Las Vegas, NV 89119
(702) 233-4225

Statement as of November 15, 2013
Statement No. 31337

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount
Professional Fees					
10/17/2013	MLM	Prepare for and attend hearing on Motion to Certify Judgment against Rennie as Final.	1.90	195.00	370.50
10/17/2013	MLM	Draft Notice of Entry of Order Granting Motion to Certify Rennie Judgment as Final.	0.20	195.00	39.00
10/21/2013	JRL	Prepare Notice of Entry of Order Granting Motion to Certify Judgment as Final.	0.20	245.00	49.00
10/21/2013	MLM	Draft Notice of Entry of Stipulation and Order for Dismissal of Linda Dugan with Prejudice.	0.30	195.00	58.50
10/31/2013	JRL	Attend calendar call; discussions with Mojave's attorney re: issues for trial.	1.80	245.00	441.00
11/6/2013	JRL	Telephone call with Keith and Kim re: [REDACTED]; review of certain exhibits [REDACTED]	1.00	245.00	245.00
11/6/2013	JRL	Draft email to opposing counsel re: EDCR 2.67 meeting and review response; review of Motions for Summary Judgment previously filed [REDACTED] trial.	1.40	245.00	343.00
11/7/2013	MLM	Begin drafting Pretrial Memorandum.	1.00	195.00	195.00
11/12/2013	JRL	Review correspondence from court re: setting meeting in chambers with Judge; review of documents needed for trial; draft email to opposing counsel re: scheduling meeting and review response.	2.00	245.00	490.00
11/12/2013	MLM	Trial Preparation: Binders of all Motions for Summary Judgment and corresponding responsive pleadings.	1.50	195.00	292.50
11/12/2013	MLM	Finish draft Pre-Trial Memo.	1.00	195.00	195.00
11/13/2013	JRL	Analyze claims [REDACTED]; revising pretrial memorandum; pulling exhibits.	1.50	245.00	367.50
11/14/2013	JRL	Compiling trial exhibits; meeting with opposing counsel as required by EDCR 2.67 to discuss witnesses and exhibits.	4.00	245.00	980.00
11/14/2013	MLM	Prepare (6) Offer of Judgments.	1.00	195.00	195.00
11/14/2013	BJP	Review pleadings and trial issues.	0.50	300.00	150.00

Pezzillo Robinson
Matter ID 342.21

Page: 2
Slmt No: 31337
December 6, 2013

11/16/2013	JRL	Drafting pretrial memorandum.	1.00	245.00	245.00
			Sub-total Fees:		<u>4,656.00</u>

Rate Summary

Jennifer R. Lloyd	12.90 hours at \$ 245.00/hr	3,180.50
Marisa Maskas	6.90 hours at \$ 195.00/hr	1,345.50
Brian J. Pezzillo	0.50 hours at \$ 300.00/hr	150.00
- Total hours:		<u>20.30</u>

Expenses

	Photocopies	347.60
	Postage	2.24
10/17/2013	Filing fees.	3.50
10/17/2013	Filing fees.	3.50
10/18/2013	Filing fees.	3.50
10/21/2013	Filing fees.	3.50
Sub-total Expenses:		<u>383.74</u>

Total Current Billing:	<u>5,019.74</u>
Previous Balance Due:	401.55
Total Payments:	0.00
Total Now Due:	<u>5,421.29</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 31337
Statement Date: 12/6/2013
Matter ID: 342.21

Amount Due: 5,421.28

PLEASE REMIT TO:

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Las Vegas, NV 89119

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Pezzillo Robinson

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Las Vegas, NV 89119
(702) 233-4226

Statement as of December 15, 2013
Statement No. 31740

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount
Professional Fees					
11/18/2013	JRL	Drafting Pretrial Memorandum.	1.40	245.00	343.00
11/20/2013	JRL	Reviewing documents [REDACTED]	1.50	245.00	367.50
11/20/2013	MLM	Trial Preparations: preparation of joint exhibit list.	1.50	195.00	292.50
11/21/2013	JRL	Telephone call with counsel for Mojave re: mediation.	0.20	245.00	49.00
11/21/2013	MLM	Trial Preparations: Outline Depositions.	2.00	195.00	390.00
11/22/2013	JRL	Review correspondence from court concerning meeting with judge; draft email to counsel for Mojave re: scheduling meeting with judge; telephone call with court concerning scheduling meeting.	0.30	245.00	73.50
11/22/2013	MLM	Trial Preparations: Outline Depositions.	2.40	195.00	468.00
11/25/2013	JRL	Prepare Motion to Continue Trial.	2.00	245.00	490.00
11/26/2013	JRL	Continued review of exhibits for trial; drafting trial brief.	3.40	245.00	833.00
11/26/2013	JRL	Telephone call with court and opposing counsel re: rescheduling trial; draft emails to Lee, Shane and Keith re: [REDACTED]	0.30	245.00	73.50
11/26/2013	MLM	Review process for transfer of title and eviction; contact recorder's office re: same.	0.60	195.00	117.00
11/26/2013	MLM	Draft Stipulation and Order to Continue Trial Date; emails to/from opposing counsel re: same.	0.60	195.00	117.00
11/26/2013	MLM	Drafting portions of Trial Brief.	0.80	195.00	156.00
11/27/2013	MLM	Trial preparation: preparations of joint exhibits.	2.00	195.00	390.00
11/27/2013	MLM	Email to recorder's office re: tax exemption for transfer of title.	0.20	195.00	39.00
12/2/2013	MLM	Emails to/from Recorder's office re: transfer tax; calculate tax.	0.30	195.00	58.50
12/3/2013	JRL	Attend pretrial meeting in chambers with judge and opposing counsel.	2.00	245.00	490.00
12/4/2013	MLM	Emails to/from Boschee re: extending briefing deadlines for Appeal.	0.20	195.00	39.00
12/5/2013	JRL	Review and respond to email from Keith re:	0.20	245.00	49.00

		trial.			
12/5/2013	MLM	Trial Preparation: joint exhibits.	1.20	195.00	234.00
12/6/2013	JRL	Review Keith Lozeau's transcript in preparation for trial; [REDACTED]	2.40	245.00	588.00
		[REDACTED]			
		[REDACTED]			
12/6/2013	MLM	Trial Preparations: finalize joint exhibit list for forwarding to opposing counsel.	0.10	195.00	19.50
12/6/2013	MLM	Emails to/from Boschee re: Stipulation and Order to Extend Briefing Schedule; prepare Stipulation and Order to Extend Briefing Schedule.	0.50	195.00	97.50
12/6/2013	MLM	Draft Notice of Entry of Stipulation and Order to Continue Trial Date (Second Request).	0.30	195.00	58.50
12/6/2013	MLM	Finalize deposition outlines for all deponents.	0.10	195.00	19.50
12/7/2013	JRL	Draft email to Lee re: [REDACTED]	0.00	245.00	0.00 No Charge
		[REDACTED]			
12/9/2013	JRL	Review and respond to email from Lee [REDACTED]	0.00	245.00	0.00 No Charge
		[REDACTED]			
12/9/2013	MLM	Research transfer of title procedure with Recorder's and Assessor's offices.	1.00	195.00	195.00
12/9/2013	BJP	Review prior pleadings and causes of action asserted and counterclaims in preparation for Trial.	1.50	300.00	450.00
12/11/2013	JRL	Preparing examination for Nancy Briseno of Whiting Turner; reviewing her deposition transcript; draft email to Shane [REDACTED]	2.50	245.00	612.50
		[REDACTED]			
12/11/2013	BJP	Review of issues presented in competing Motions for Summary Judgment in preparation for trial.	2.50	300.00	750.00
12/12/2013	JRL	Complete Briseno examination; review of Bugni transcript and preparation of examination.	3.80	245.00	931.00
12/12/2013	BJP	Review deposition transcript of Keith Lozeau in preparation for trial; review deposition transcript of Shane Norman; outline issues.	1.70	300.00	510.00
12/14/2013	BJP	Prepare witness examinations for Keith Lozeau and Shane Norman.	2.50	300.00	750.00
12/15/2013	BJP	Continued preparation of examination for Keith; review of Bugni deposition transcript.	1.50	300.00	450.00
Sub-total Fees:					10,501.00

Rate Summary

Jennifer R. Lloyd	20.00 hours at \$ 245.00/hr	4,900.00
Marisa Maskas	13.80 hours at \$ 195.00/hr	2,691.00
Brian J. Pezzillo	9.70 hours at \$ 300.00/hr	2,910.00
Total hours:		43.50

Pezzillo Robinson
Matter ID 342.21

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Smt No: 31740
January 23, 2014

Expenses

	Photocopies	24.50
	Postage	2.24
		878.35
1/15/2013	Check issued to Depo International, LLC.	228.25
2/15/2013	Check issued to Depo International, LLC.	427.36
2/15/2013	Check issued to Depo International, LLC.	350.90
2/15/2013	Check issued to Depo International, LLC.	57.00
11/19/2013	Check issued to Legal Wings, Inc.	3.50
12/5/2013	Filing fees.	57.00
12/6/2013	Check issued to Legal Wings, Inc.	3.50
12/6/2013	Filing fees.	

Sub-total Expenses: 2,032.59

Total Current Billing: 12,533.59
Previous Balance Due: 5,421.29
Total Payments: 0.00
Total Now Due: 17,954.88

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 31740
Statement Date: 1/23/2014
Matter ID: 342.21

Amount Due: 17,954.88

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Ausili Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4226

Pezzillo Robinson

6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4226

Statement as of January 15, 2014
Statement No. 32434

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees	Hours	Rate	Amount
12/17/2013 MLM Telephone call with opposing counsel re: trial exhibits; emails to/from opposing counsel re: same.	0.40	195.00	78.00
12/17/2013 MLM Rennie Judgment; prepare recording documents, including Declaration of Value.	0.70	195.00	136.50
12/17/2013 BJP Prepare witness examination of Shane Norman; review exhibits; review amended exhibit list from opposing counsel; prepare trial materials.	4.50	300.00	1,350.00
12/18/2013 JRL Preparing Bugni examination; reviewing exhibits.	3.80	245.00	931.00
12/18/2013 JRL Review of requirements for transfer of Rennie properly.	0.30	245.00	73.50
12/18/2013 MLM Emails to/from recorder's office re: Declaration of Value document.	0.20	195.00	39.00
12/19/2013 JRL Review Fergen's deposition transcript; review bank records [REDACTED]	2.70	245.00	661.50
12/19/2013 JML Prepare trial subpoenas for Christopher Meiers, Brian Bugni, David Phillips, Nancy Briseno-Rivera, and Peter Fergen.	1.00	100.00	100.00
12/19/2013 MLM Emails to/from opposing counsel re: witness availability; revise trial exhibit list.	0.50	195.00	97.50
12/20/2013 JRL Preparing pretrial memorandum; analysis of remaining claims for preparation at trial; review and respond to emails from opposing counsel re: owner's representative and whether they are abandoning contract claims and status of license bond claims.	3.90	245.00	955.50
12/23/2013 JRL Preparing pretrial memorandum; research concerning [REDACTED]; review of Meiers' deposition.	3.00	245.00	735.00
12/26/2013 JRL Preparing Bugni examination; preparing Fergen examination; revising pretrial memorandum; exhibits.	4.40	245.00	1,078.00
12/26/2013 BJP Prepare trial materials; research regarding [REDACTED]; review pre-trial	4.30	300.00	1,290.00

		memorandum; review additional documents identified by Mojave; prepare witness examinations.			
12/27/2013	JRL	Determine [REDACTED] revising pretrial memorandum; trial preparations; draft email to opposing counsel with draft pretrial memorandum; draft email to Shane re: [REDACTED] draft email to Keith re: [REDACTED] drafting trial brief.	5.70	245.00	1,396.50
12/27/2013	BJP	Prepare witness outlines; research regarding legal issues to be presented at trial; review document production of Mojave.	4.50	300.00	1,350.00
12/28/2013	BJP	Prepare witness questions for Keith Lozeau; review deposition testimony of Brian Bugni, Christopher Meiers, David Phillips, Nancy Brisen.	3.00	300.00	900.00
12/29/2013	JRL	Reviewing [REDACTED] [REDACTED] drafting trial brief.	2.50	245.00	612.50
12/30/2013	JRL	Begin review of documents designated by Mojave for trial and concerning claimed offset; telephone call with Shane re: [REDACTED] analyze testimony necessary to prove claims; review and respond to email from Mojave's counsel re: pretrial memorandum revisions; trial brief.	5.50	245.00	1,347.50
12/30/2013	MLM	Preparation of exhibits; prepare Final Exhibit List.	1.50	195.00	292.50
12/30/2013	BJP	Prepare trial materials; review requested revisions to pre-trial memorandum.	3.40	300.00	1,020.00
12/31/2013	MLM	Organize the rescheduling of trial date; correspondence to/from opposing counsel and Court re: same.	0.00	195.00	0.00 No Charge
1/7/2014	JRL	Drafting trial brief.	2.40	245.00	588.00
1/8/2014	JRL	Prepare Fergen examination; review of Brisen's second deposition.	2.20	245.00	539.00
1/9/2014	JRL	Preparing trial brief; continued review of designated Mojave documents for trial; review of amount claimed as offset and documents offered in support of those claimed offsets.	4.00	245.00	980.00
1/9/2014	JML	Bates stamp all Exhibits with Joint Exhibit Nos; emails to/from opposing counsel requesting copies of documents and status on Pretrial Memo.	2.50	100.00	250.00
1/10/2014	MLM	Drafting Trial Brief.	5.00	195.00	975.00
1/10/2014	MLM	Emails to/from opposing counsel re: trial binders/costs.	0.00	195.00	0.00 No Charge
1/13/2014	JRL	Draft email to Shane [REDACTED] review of examinations; revise Shane's examination; revise Keith's examination; complete review of	4.20	245.00	1,029.00

		exhibits and determine [REDACTED]			
1/13/2014	MLM	Continue drafting trial brief; emails to/from opposing counsel re: exhibit binders.	4.00	195.00	780.00
1/14/2014	JRL	Trial preparations - review [REDACTED]	7.70	245.00	1,886.50
		[REDACTED]; determinations as to exhibits and testimony; trial brief; draft email to opposing counsel re: owner and review response; draft email to opposing counsel re: exhibit objections and review response.			
1/14/2014	MLM	Continue drafting Trial Brief.	4.50	195.00	877.50
1/14/2014	BJP	Witness preparation; review all exhibits regarding objections to be lodged with Court; review pretrial memorandum edits from Mojave.	3.90	300.00	1,170.00
1/15/2014	JRL	Drafting portions of trial brief; research concerning [REDACTED] for inclusion in trial brief; prepare Motion for Sanctions concerning owner's counsel's refusal of subpoena and failure to comply with discovery rules; draft email to Shane re: [REDACTED]; draft email to opposing counsel re: exhibits and review response.	8.00	245.00	1,960.00
1/15/2014	JRL	Review of exhibits designated by Mojave to determine stipulations.	1.50	245.00	367.50
1/15/2014	JRL	Draft email to Lee re: [REDACTED] telephone call with Lee and Mike re: [REDACTED]	0.00	245.00	0.00 No Charge

Sub-total Fees: 26,847.00

Discount: Bill Reduced as Courtesy -2,000.00

Rate Summary

Jennifer R. Lloyd	81.80 hours at \$245.00/hr	15,141.00
John Lloyd	3.50 hours at \$100.00/hr	350.00
Marisa Maskas	16.80 hours at \$195.00/hr	3,276.00
Brian J. Pezzillo	23.60 hours at \$300.00/hr	7,080.00
Total hours: 105.70		

Expenses

	Photocopies	2,064.02
11/30/2013	Legal Research.	144.82
12/27/2013	Recording Fee - Transfer of Property Tax Fee.	869.50
12/30/2013	Check issued to Legal Wings, Inc.	22.25
12/30/2013	Check issued to Legal Wings, Inc.	22.25
12/30/2013	Check issued to Legal Wings, Inc.	44.50
12/30/2013	Check issued to Legal Wings, Inc.	22.25

Pezzillo Robinson
Matter ID 342.21

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February 21, 2014

12/30/2013 Legal Research.

164.50

Sub-total Expenses: 3,354.09

Payments

2/21/2014 Payment

12,533.59

2/21/2014 Payment

1,289.84

2/21/2014 Payment

5,019.74

Sub-total Payments: 18,843.17

Total Current Billing: 27,201.09

Previous Balance Due: 17,954.88

Total Payments: 18,843.17

Total Now Due: 26,312.80

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 32434
Statement Date: 2/21/2014
Matter ID: 342.21

Amount Due: 26,312.80

PLEASE REMIT TO:

Pozzillo Robinson
6726 Via Ausili Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezillo Robinson

6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of February 15, 2014
Statement No. 32824

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
1/16/2014	JRL	Revising Trial Brief; revising Shane Norman's examination; telephone call with Shane re: [REDACTED]; revising Briseno examination; preparing Motion for Sanctions re: Owner; reviewing Mojave damages calculations; researching [REDACTED]; prepare affidavit for order shortening time on motion re: owner; draft email to opposing counsel re: failing to accept subpoena and required conference pursuant to EDCR 2.34; review email from opposing counsel re: owner contact information and appearance.	8.70	245.00	2,131.50	
1/16/2014	JRL	Draft email to Lee with Update.	0.00	245.00	0.00	No Charge
1/16/2014	MLM	Prepare packet of Documents for recording re: transfer of Renite property.	0.40	195.00	78.00	
1/16/2014	BJP	Review and analyze Defendants' trial brief; prepare outline of closing arguments and anticipated argument; prepare witness examinations.	5.50	300.00	1,650.00	
1/17/2014	JRL	Preparing Shane Norman examination; review trial brief submitted by defendants and [REDACTED]; research issue of [REDACTED]; telephone call with judge's chambers re: motion to compel owner to appear.	8.00	245.00	1,960.00	
1/17/2014	JRL	Draft emails to Lee and Joel re: [REDACTED].	0.00	245.00	0.00	No Charge
1/17/2014	BJP	Prepare counter-arguments to Defendants trial brief; research regarding authorities relied upon by Defendants; prepare closing arguments.	5.80	300.00	1,740.00	
1/18/2014	BJP	Review witness deposition testimony; research regarding [REDACTED] on behalf of Mojave.	1.80	300.00	540.00	
1/19/2014	JRL	Trial preparations; reviewing Bugni testimony for direct and cross examination; reviewing Meirs testimony.	5.50	245.00	1,347.50	
1/19/2014	BJP	Prepare trial materials and closing	4.20	300.00	1,260.00	

		presentation.			
1/20/2014	JRL	Trial preparations; meeting with Keith Lozeau; telephone call with Shane Norman; reviewing [REDACTED]; review notes from Cam file concerning [REDACTED]	6.50	245.00	1,592.50
1/20/2014	MLM	Prepare trial binders.	3.00	100.00	300.00
1/20/2014	MLM	Go over Mojave damages chart and cross check amounts invoiced in reference to request for offset and counterclaims.	2.00	195.00	390.00
1/20/2014	BJP	Telephone call with Shane Norman [REDACTED]; meeting with Keith Lozeau [REDACTED]; revise and finalize witness examinations; prepare powerpoint presentation for closing.	6.50	300.00	1,950.00
1/21/2014	JRL	Prepare for and attend trial; revise amended lien.	10.00	245.00	2,450.00
1/21/2014	MLM	Draft Amended Lien.	0.60	195.00	117.00
1/21/2014	BJP	Prepare for and attend trial.	8.40	300.00	2,520.00
1/22/2014	JRL	Prepare for and attend trial.	9.00	245.00	2,205.00
1/22/2014	MLM	Email to opposing counsel re: missing pages from joint exhibit.	0.00	195.00	0.00 No Charge
1/22/2014	MLM	Telephone calls to/from Assessor's office re: transfer of title issues.	0.50	195.00	97.50
1/22/2014	BJP	Prepare for and attend trial; prepare and revise closing argument regarding issues identified by judge.	8.00	300.00	2,400.00
1/23/2014	JRL	Preparing Closing Argument; attend Closing Argument.	8.00	245.00	1,980.00
1/23/2014	MLM	Telephone call and email with Assessor's office re: finalizing transfer of property to Cashman.	0.50	195.00	97.50
1/23/2014	MLM	Calculate fees [REDACTED]	1.80	195.00	351.00
1/23/2014	BJP	Prepare and finalize closing arguments and power point; attend closing arguments for trial; research [REDACTED]	9.10	300.00	2,730.00
1/24/2014	JRL	Attend verdict.	2.20	245.00	539.00
1/24/2014	JRL	Review filed stipulation and order to extend briefing deadlines in Supreme Court.	0.00	245.00	0.00 No Charge
1/24/2014	BJP	Attend court to receive verdict in bench trial.	2.20	300.00	660.00
1/28/2014	MLM	Prepare Notice of Execution, Writ of Execution, Writ of Garnishment, Constable Instructions.	2.00	195.00	390.00
1/29/2014	JRL	Drafting Opening Brief for appeal on codes order.	1.50	245.00	367.50
1/31/2014	JRL	Research eviction process in light of order awarding house to Cashman and not wanting to imply right to be in the property.	0.50	245.00	122.50

Pezzillo Robinson
Matter ID 342.21

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March 21, 2014

2/3/2014	JRL	Review email from Lee re: [REDACTED]	0.00	245.00	0.00	No Charge
2/3/2014	JRL	Research concerning eviction process for Rennie and ability to bring quick motion in front of trial judge; prepare outline of options for Lee; review of documents recorded against the house; draft letter to Rennie re: vacating house.	1.90	245.00	465.50	
2/4/2014	JRL	Research concerning homeowner's association and transferring ownership.	0.60	245.00	122.50	
2/4/2014	JRL	Telephone call with management company for HOA to determine information needed for transfer of ownership.	0.20	245.00	49.00	
2/5/2014	JRL	Telephone call with Lee re: [REDACTED] vacant property, and HOA; telephone call with Nevada power re: whether power is on at property; review property tax information.	0.00	245.00	0.00	No Charge
2/6/2014	JRL	Draft correspondence to management company for HOA with information to allow transfer of ownership to Cashman.	0.20	245.00	49.00	
2/6/2014	MLM	Draft Default Judgment against Tonia Tran.	0.40	195.00	78.00	
2/6/2014	MLM	Draft Default Judgment against Bernie Carvalho.	0.40	195.00	78.00	
2/6/2014	MLM	Draft Default Judgment against Michael Carvalho.	0.40	195.00	78.00	
2/7/2014	JRL	Research abandonment issue for repossession of property.	0.50	245.00	122.50	
2/7/2014	BJP	Telephone call with Brian Boschee regarding drafting of order and position of Mojave regarding appeal.	0.20	300.00	60.00	
2/10/2014	JRL	Draft correspondence to management company concerning transfer of ownership to Cashman.	0.20	245.00	49.00	
2/13/2014	JRL	Draft email to Lee [REDACTED]	0.00	245.00	0.00	No Charge
2/13/2014	JRL	Draft email to management company for HOA re: transfer of ownership; telephone call with management company re: transfer of ownership.	0.30	245.00	73.50	

Sub-total Fees: 33,171.50

Discount: Bill Reduced as Courtesy -2,500.00

Rate Summary

Jennifer R. Lloyd	63.70 hours at \$245.00/hr	15,606.50
Marisa Maskas	3.00 hours at \$100.00/hr	300.00
Marisa Maskas	9.00 hours at \$195.00/hr	1,755.00
Brian J. Pezzillo	51.70 hours at \$300.00/hr	15,510.00

Total hours: 127.40

Expenses

Postage

5.05

Pezzillo Robinson
Matter ID 342.21

Page: 4
Stml No: 32824
March 21, 2014

	Photocopies	30.50
1/16/2014	Filing fees.	7.00
1/21/2014	Parking Fees.	40.00
1/22/2014	Recording Fee.	23.00
1/22/2014	Simplifile Fee.	5.00
1/22/2014	Parking Fees.	40.00
1/23/2014	Parking Fees.	40.00
1/24/2014	Parking Fees.	16.00
1/29/2014	Check issued to Legal Wings, Inc.	105.50
2/4/2014	Writ Fee.	10.00
2/13/2014	Filing fees.	3.50

Sub-total Expenses: 325.55

Total Current Billing: 30,997.05

Previous Balance Due: 26,312.80

Total Payments: 0.00

Total Now Due: 57,309.85

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

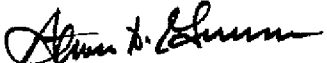
Statement Number: 32824
Statement Date: 3/21/2014
Matter ID: 342.21

Amount Due: 57,309.85

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225



CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

v.

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

Defendants.

AND RELATED MATTERS.

Case No.: A642583
Dept. No.: 32

(Consolidated with Case No. A653029)

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

Hearing Date: May 1, 2014
Hearing Time: 9:00 a.m.

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

1 SURETY COMPANY OF AMERICA ("Travelers"), WEST EDNA ASSOCIATES, LTD. dba
2 MOJAVE ELECTRIC, a Nevada corporation ("Mojave"), QH Las Vegas, LLC, PQ Las Vegas,
3 LLC, LWTIC Successor LLC, and FC/LW Vegas (collectively "Defendants"), by and through
4 their attorneys of record, hereby file their Reply to Cashman Equipment Company's Opposition
5 to Defendants' Motion for Relief Pursuant to NRCP 60(b) and Opposition to Motion for
6 Attorneys' Fees and Costs Pursuant to NRS Chapter 108 and Countermotion for Attorneys' Fees
7 (the "Reply").

8 As is evident below, and as articulated in Defendants' Motion for Relief Pursuant to
9 NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Chapter 108 (the
10 "Motion"), this Court should: (1) vacate its Order Granting Cashman Equipment Company's
11 Motion for Award of Attorney's Fees and Costs Pursuant to NRS 108.2275 filed with this Court
12 on September 20, 2013 (the "Order Granting Cashman's Fees and Costs"); (2) award Defendants
13 attorneys' fees in the amount of \$316,844.50 and costs in the amount of \$19,129.55 for having to
14 defend Plaintiff Cashman Equipment Company's ("Plaintiff" or "Cashman") mechanic's lien
15 claim; and (3) deny Cashman's request for attorneys' fees that is articulated in its Opposition to
16 Defendants' Motion for Relief Pursuant to NRCP 60(b) and Opposition to Motion for Attorneys'
17 Fees and Costs Pursuant to NRS Chapter 108 and Countermotion for Attorneys' Fees (the
18 "Opposition and Countermotion").

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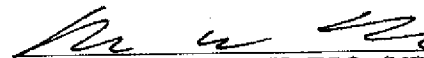
27 ...

28 ...

1 This Reply is further supported by the Memorandum of Points and Authorities below,
2 together with the rest of the papers and pleadings on file herein, and such oral argument as may
3 be adduced at a hearing on this matter.

4 Dated this 23 day of April, 2014.

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

7 
8 BRIAN W. BOSCH, ESQ. (NBN 7612)
9 WILLIAM N. MILLER, ESQ. (NBN 11658)
10 400 South Fourth Street, Third Floor
11 Las Vegas, Nevada 89101

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

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. INTRODUCTION**

16 When a party records a mechanic's lien in Nevada, and then prosecutes this lien, that
17 party submits itself to the risks and benefits of NRS Chapter 108. If the party prevails on its lien
18 claim, it can seek, and will usually be awarded, its fees and costs. However, if that lien is
19 ultimately reduced or expunged, then the party has to live with the consequences. In this case,
20 there is no dispute that Cashman pursued an excessive Notice of Lien (the "Lien"), a fact
21 demonstrated at trial when Cashman amended its Lien on the last day of evidence.

22 Further, there is no dispute that the Court ultimately expunged the Lien at the close of the
23 trial. Thus, given that NRS 108.2275 and 108.237 are the only statutes among all of the claims
24 at issue in this case that provide for recovery of fees and costs, Cashman must now live with the
25 consequences of pursuing an overvalued and ultimately invalid mechanic's lien claim. The
26 Defendants must be awarded their fees and costs for defending that claim.

27 For similar reasons, Defendants are entitled to NRCP 60(b) relief on the Order Granting
28 Cashman's Fees and Costs. This order must be vacated since: (1) the interim award of fees and

1 costs to Cashman, based on Cashman's Lien claim, was ultimately dismissed by the Court,
2 making the Defendants the prevailing party on the Lien claim; and (2) Cashman admitted and
3 acknowledged at trial that its Lien was excessive, as it double-dipped for damages by adding the
4 batteries' amount to the Lien, and thereafter it amended its Lien. All of Cashman's arguments in
5 the Opposition against NRCP 60(b) relief lack merit. The bottom line is that the Lien was
6 excessive, Cashman knew that the Lien was excessive (which Defendants learned at trial), and
7 ultimately, Defendants prevailed at trial on Cashman's Lien Claim. Therefore, the Order
8 Granting Cashman's Fees and Costs must be vacated in its entirety.

9 Furthermore, pursuant to NRS Chapter 108 and as explained below and in the Motion,
10 since Defendants prevailed on the Lien claim and the Lien claim was dismissed, Defendants are
11 entitled to recovery of their attorneys' fees in the amount of \$316,844.50 and costs in the amount
12 of \$19,129.55 for having to defend this action.

13 As a note, Cashman asserts that "Defendants' motion for attorneys' fees is fatally
14 deficient on its face as it has been filed prior to the Court entering final judgment in this matter,
15 and relies upon the transcript of the Court's intended final ruling." Opp'n at pg. 3. The reason
16 why a judgment has not been entered in this matter is solely the fault of Cashman. After the trial
17 was concluded and the parties to this action received the transcript from the trial, Defendants'
18 counsel drafted the Findings of Fact/Conclusions of Law (the "Findings") and sent the Findings
19 to Cashman's counsel on February 21, 2014. Although Cashman's counsel promised revisions
20 on these Findings on many occasions, Defendants' counsel failed to receive any revisions on the
21 Findings until April 18, 2014 (which was even after the Opposition was filed). This is the sole
22 reason why the Findings have not been filed yet and a judgment has not been entered
23 accordingly. Thus, Cashman's assertion regarding Defendants' request for attorneys' fees being
24 fatally deficient has no basis whatsoever.

25 ...

26 ...

27 ...

28 ...

1 Finally, Cashman's request for attorneys' fees articulated in its Opposition and
2 Countermotion must be denied in its entirety. Contrary to Cashman's assertions, there is no
3 statute in NRS Chapter 104 that provides for an award of fees and costs to a prevailing party on a
4 UCC Claim. Additionally, Cashman was not the prevailing party in this action as it recovered
5 approximately only a quarter of what it was seeking.

6 Plaintiff respectfully requests that this Court: (1) vacate its Order Granting Cashman's
7 Fees and Costs pursuant to NRCP 60(b); (2) award Defendants attorneys' fees in the amount of
8 \$316,844.50 and costs in the amount of \$19,129.55 for having to defend Cashman's Lien claim;
9 and (3) deny Cashman's request for attorneys' fees that is articulated in its Opposition and
10 Countermotion.

11 II. LEGAL ARGUMENT

12 A. **The Order Granting Cashman's Fees and Costs Must be Vacated Pursuant to NRCP 60(b).**

13 As set forth in the Motion, the Order Granting Cashman's Fees and Costs must be
14 vacated for two reasons: (1) this order was based on a preliminary decision not to dismiss
15 Cashman's claim relating to its Lien, which Mojave and Western were the prevailing parties at
16 trial relating to this claim; and (2) the Lien was excessive at the time this order was entered and
17 Cashman knew that its Lien was excessive. Thus, pursuant to NRCP 60(b), the Order Granting
18 Cashman's Fees and Costs must be vacated.

19 In the Opposition, Cashman asserts that Defendants' NRCP 60(b) request must be denied.
20 However, all of Cashman's arguments lack merit. First, Cashman asserts that the requested
21 relief should have been brought as a reconsideration motion within ten days from the notice of
22 entry of the Order Granting Cashman's Fees and Costs. However, Defendants could not have
23 moved to reconsider the Order Granting Cashman's Fees and Costs within ten days because the
24 first time that the Defendants found out the batteries were included in the Lien was only a few
25 days before trial, in January 2014. Thus, Cashman cannot state that "Defendants may not seek
26 to re-litigate a previously discovered issue with evidence which was in their possession but
27 which they did not rely upon." Opp'n at pg. 5. If Cashman disclosed this material fact to
28

1 Defendants, that the batteries were included in the Lien, then Defendants' Motion to Expunge
2 would have had to have been granted by this Court as the Lien was excessive on its face.

3 Further, the Court expressly stated at the hearing when this Court granting Cashman's
4 fees and costs in the amount of approximately \$10,000.00, that it would revisit this issue at trial
5 if Cashman lost on its Lien claim. In other words, this Court warned both parties that if the Lien
6 claim was not upheld, than this interim award would be later vacated.

7 Second, and likewise, Cashman asserts that NRCP 60(b) relief is inappropriate here since
8 there is no newly discovered evidence because, "Defendants produced the evidence regarding the
9 fact that Cashman had sold batteries to a third party, which were ultimately delivered to the City
10 Hall Project in March, 2013." Opp'n at pg. 6. This assertion is inaccurate because the batteries
11 being included in the Lien is newly discovered evidence that Defendants uncovered in the few
12 days before the trial. Defendants knew that it had to buy batteries from a third party because of
13 Cashman's actions but had no idea that Cashman would include this amount in the Lien (and
14 essentially double bill Defendants). At the time the Order Granting Cashman's Fees and Costs
15 was entered by this Court, Defendants had no knowledge that Cashman was trying to double-dip
16 for damages. That is one of the reasons why Defendants waited until after trial to bring the
17 instant Motion, and, after uncovering the battery issue, subsequently moved for the appropriate
18 relief under NRCP 60(b).

19 Third, Cashman alleges that Defendants' premise is an "incorrect assumption, that is, that
20 the motion to expunge and the ultimate trial are in some way interrelated." Opp'n at pg. 6.
21 Defendants' argument is flawed however, as the Court has expressly stated previously that it
22 would revisit the interim fees award if Cashman lost on its Lien claim, which Cashman did lose
23 on this claim for relief at trial. Notwithstanding this issue, in relevant part, NRS 108.2275(6)(c)
24 states "[i]f, after a hearing on the matter, the court determines that . . . [t]he notice of lien is not
25 frivolous and was made with reasonable cause or that the amount of the notice of lien is not
26 excessive, the court shall make an order awarding costs and reasonable attorney's fees to the lien
27 claimant for defending the motion." As explained in the Motion, at trial, the Court ruled in favor
28 of Mojave and Western on Cashman's lien claim and thus held that the Lien was not enforceable.

1 As a result, any and all interim awards based upon the Lien, which Mojave and Western
2 prevailed on, must be vacated.

3 Additionally, at trial, Cashman reduced its Lien because it knew that its Lien was
4 excessive. Cashman knew this fact at the Motion to Expunge Hearing. Pursuant to NRS
5 108.2275(6)(c), and since Cashman knew its Lien was excessive, there was no basis for this
6 Court to grant an interim award of fees and costs to Cashman. The trial and the Motion to
7 Expunge hearing have to be interrelated, as both dealt with the Lien being excessive and/or
8 invalid. After Defendants uncovered this material fact, Cashman had no choice but to amend its
9 excessive Lien, and Cashman's Lien claim was ultimately dismissed at trial.

10 Since the Lien was excessive at the time of the hearing, a fact that Defendants learned at
11 trial, even though Cashman knew this fact well before the Motion to Expunge Hearing, there
12 should have been no basis to award Cashman its attorneys' fees and costs pursuant to NRS
13 §108.2275(6)(c). Therefore, the Order Granting Cashman's Fees and Costs must be vacated in its
14 entirety.

15 **B. Defendants are Entitled to an Award of Attorneys' Fees in the Amount of**
16 **\$316,884.50.**

17 In the Motion, Defendants articulate that they are entitled to attorneys' fees in the amount
18 of \$316,884.50, a reasonable amount under the *Barney/Brunzell* factors. Cashman disputes these
19 fees (and the basis thereof), but the law is clear that Defendants are entitled to a fee award here.

20 First, Cashman argues that NRS 18.010 cannot support an attorneys' fees award here.
21 More specifically however, Cashman cites to NRS 18.010(2) relating to attorneys' fees being
22 awarded if the prevailing party has not recovered more than \$20,000 or any claims,
23 counterclaims, etc. were brought or maintained without a reasonable ground or to harass the
24 prevailing party. Yet, Defendants cite to NRS 18.010 and the *Henry* case for the broad
25 proposition that attorneys' fees are available when authorized by rule, statute, or contract. Mot.
26 at pg. 9. Defendants therefore included NRS 18.010 in their Motion, as they are entitled to an
27 award of attorneys' fees through two statutes in NRS Chapter 108. Accordingly, any and all of
28 Cashman's arguments relating to NRS 18.010 have no merit.

1 Second, NRS 108.2275(6) provides for recovery of Defendants' attorneys' fees. As set
2 forth in the Motion, this statute, in relevant part provides that "[i]f, after a hearing on the matter,
3 the court determines that: (a) The notice of lien is frivolous and was made without reasonable
4 cause, the court shall make an order releasing the lien and awarding costs and reasonable
5 attorney's fees to the applicant for bringing the motion . . . (b) The amount of the notice of lien
6 is excessive, the court may make an order reducing the notice of lien to an amount deemed
7 appropriate by the court and awarding costs and reasonable attorney's fees to the applicant for
8 bringing the motion."

9 Here, prior to the Court ruling at trial, the Lien was excessive as Cashman included the
10 batteries' amount in its Lien and then, after being caught, amended its Lien on the last day of
11 trial. Thereafter, this Court ultimately decided that the Lien was not enforceable and dismissed
12 this claim for relief since Cashman signed an Unconditional Waiver and Release Upon Final
13 Payment. In essence, there was a hearing (i.e. a trial), the Lien was excessive based on
14 Cashman's own admissions, and ultimately the Lien claim was dismissed. Pursuant to the plan
15 language of NRS 108.2275(6), Defendants must be awarded their attorneys' fees as the
16 prevailing party on a lien claim. Again, Cashman must live with the consequences of recording
17 and prosecuting an invalid lien made under NRS Chapter 108.

18 Furthermore, Cashman states that "the event which gives rise to an award of fees
19 pursuant to NRS 108.2275 is the holding of a hearing dealing with expungement of a mechanic's
20 lien." Opp'n at pg. 9. Again, there was a hearing and ultimately the mechanic's lien claim was
21 expunged. Based on even Cashman's reading of the statute, Defendants are entitled to their
22 attorneys' fees. In fact, Cashman fails to cite to any cases or other Nevada law indicating that
23 NRS 108.2275 does not apply to trials and that under this statute, an attorneys' fees award cannot
24 be awarded at trial. Accordingly, under NRS 108.2275, Defendants are entitled to its requested
25 attorneys' fees.

26 Third, Cashman argues that NRS 108.237(3) does not provide a basis for awarding
27 Defendants their attorneys' fees here. In relevant part, this statute states "[i]f the lien claim is not
28 upheld, the court may award costs and reasonable attorney's fees to the owner or other person

1 defending against the lien claim if the court finds that the notice of lien was pursued by the lien
2 claimant without a reasonable basis in law or fact.” Here, since Cashman’s Lien claim was “not
3 upheld”, the Court dismissed this claim for relief, and Cashman admitted its Lien was excessive
4 by amending it at trial, this Court should award Defendants their requested attorneys’ fees.
5 Additionally, the Lien was “pursued by the lien claimant without a reasonable basis in law or
6 fact” since Cashman knew its Lien was excessive throughout all relevant times and only
7 amended its Lien during the trial since it had been caught with double-dipping on damages.
8 Pursuant to the plain language of the statute, Defendants are entitled to their requested fees and
9 costs.

10 Cashman also argues under this statute that fees are not appropriate here because: (1) the
11 Motion is brought by parties without standing; and (2) the Motion fails to identify what amounts
12 were expended in relation to the Lien claim. Neither argument has any merit. The Lien claim is
13 against Mojave and Western, two of the Defendants to this action. These defendants cannot lack
14 standing as they are the “person[s] defending against the lien claim.” NRS 108.237(3).
15 Furthermore, counsel for all Defendants, including Mojave and Western, is the same law firm,
16 and thus all attorneys’ fees that Defendants have had to pay in this matter are submitted to one
17 law firm. Defendants, included Mojave and Western, should be awarded attorneys’ fees as a
18 result. Cashman is trying to find every excuse in the book not to pay for attorneys’ fees for
19 pursuing an excessive Lien claim which the Court ultimately dismissed.

20 Furthermore, as noted in the Motion, Defendants are entitled to their attorneys’ fees “for
21 having to defend this action, which predominantly involved defending against Plaintiff’s Lien
22 claim over the course of the last several years.” Mot. at pg. 5. As such, any and all attorneys’
23 fees that Defendants incurred in this action related to defending the Lien claim. The Lien claim
24 was intermingled with each and every claim for relief that was either asserted by Cashman or
25 Defendants. Thus, all of these fees should be awarded to Defendants.¹

26 ...

27 ¹ In the event that this Court disagrees and requests a specific breakdown of fees that relate to the Lien Claim, which
28 Defendants admit will be difficult given that this Claim is intertwined with every single other claim for relief,
Defendants will be happy to provide this to the Court.

1 Again, when a party records a mechanic's lien in Nevada, and then prosecutes this lien,
2 that party submits itself to the risks and benefits of NRS Chapter 108. If that lien is ultimately
3 reduced or expunged, then the party has to live with the consequences. Here, there is no dispute
4 that Cashman pursued an excessive Lien and also that the Court ultimately expunged the Lien at
5 the close of the trial. Cashman must now live with the consequences of pursuing an overvalued
6 and ultimately invalid mechanic's lien claim, and the Defendants must be awarded their fees and
7 costs for defending that claim.

8 For the foregoing reasons, Defendants respectfully submit that the services provided by
9 the Cotton Driggs Firm were reasonable, necessary, and actually incurred in prosecution of this
10 action. Cashman concedes that these attorneys' fees were reasonable, necessary, and actually
11 incurred in prosecution of this action as it fails to make an argument otherwise. As such, the
12 amount of attorney's fees sought herein is reasonable under the *Barney/Brunzell* factors.
13 Accordingly, pursuant to NRS §18.010, NRS §108.2275(6), NRS §108.237(3), and Nevada case
14 law, Defendants respectfully requests and award of attorney's fees in the amount of \$316,844.50.

15 **C. Defendants are Entitled to an Award of Costs in the Amount of \$19,129.55.**

16 In the Motion, Defendants articulate that they are entitled to costs in the amount of
17 \$19,129.55 pursuant to NRS 108.2275(6), 108.237(3), and 18.020 because the Lien was
18 excessive and Defendants prevailed at trial on the Lien claim. Cashman fails to respond or
19 oppose this notion. Pursuant to EDCR 2.20(e), Cashman consents to the granting of Defendants'
20 request for costs in the amount of \$19,129.55.

21 **D. Cashman's Countermotion for Attorneys' Fees and Costs Must be Denied.**

22 In its Opposition and Countermotion, Cashman incorrect asserts that it is entitled to
23 attorneys' fees pursuant to NRS 104.9607(4).² In relevant part, NRS 104.9607 entitled
24 "Collection and enforcement by secured party" provides at subsections 3 and 4:
25

26 ² In the Opposition and Countermotion, Cashman does not request costs at this time, apparently believing that it will
27 be entitled to costs after the entry of judgment pursuant to NRS 18.020. See Opp'n at pg. 19 n. 1. Defendants
28 hereby state that Cashman is not the prevailing party and cannot seek costs under this statute. However, since
Cashman does not request costs in the Opposition and Countermotion, Defendants will not argue this issue now as it
is not proper before the Court.

1 3. A secured party shall proceed in a commercially reasonable manner if the
2 secured party:

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

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

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

10 This statute is permissive in nature as the Court "may" award attorneys' fees and expenses.

11 Pursuant to NRS 104.9607, Cashman may be entitled to "reasonable expenses of
12 collection and enforcement, including reasonable attorney's fees and legal expenses incurred by
13 the secured party" against CAM Consulting, Inc. ("CAM"), as CAM entered into the contract
14 with Cashman relating to the project at issue. Thus, CAM would potentially be the account
15 debtor or other person obligated on collateral pursuant to this statute and this Court could, but
16 does not have to, award attorneys' fees against CAM.

17 Mojave however never entered into an agreement with Cashman. Mojave was never
18 Cashman's "account debtor" or "other person obligated on collateral" or "debtor" or "secondary
19 obligor" pursuant to NRS 104.9607. This statute is inapplicable to Mojave as it is being brought
20 against the wrong defendant. Cashman cannot assert a claim for attorneys' fees under this statute
21 against Mojave. Typically, a claim for fees and costs under NRS Chapter 104 comes pursuant to
22 a security agreement, but no such agreement exists between Cashman and Mojave or Western.

23 Even if a claim for fees pursuant to NRS 104.9607 could be brought against Mojave here,
24 which Mojave submits would violate Nevada law, Cashman fails to identify which attorneys'
25 fees relate to Cashman's claim for foreclosure of security interest against Mojave. In essence,
26 Cashman groups all of its attorneys' fees together and fails to apportion each one properly.
27 Again, the only basis that Cashman moves for attorneys' fees is through NRS 104.9607 relating
28 to its security interest. However, in the Countermotion, Cashman requests attorneys' fees for
 prosecuting and defending an action concerning "a mechanic's lien, payment bond claims,
 claims for fraudulent transfer, claim for UCC foreclosure, in addition to breach of contract."

1 Opp'n at pg. 17. By Cashman's own admissions, only a small portion of these fees therefore
2 would contribute to its UCC claim for relief. Notably, the UCC claim was a very minor point of
3 the extensive motion practice in this case or the trial.

4 Additionally, Cashman asserts a summary of the work it performed relating to this action
5 on pages 17 and 18 of its Opposition and Countermotion. Notably absent however from this list
6 are any specifics relating to the UCC claim for relief. Thus, the amount claimed by Cashman for
7 attorneys' fees could not be reasonable under the *Barney/Brunzell* factors. Cashman's request
8 for attorneys' fees under NRS 104.9607, a permissive statute for awarding attorneys' fees, must
9 be denied in its entirety.

10 Finally, Cashman asserts that it is the prevailing party in this matter. For purposes of
11 NRS 104.9607, this notion is irrelevant since the statute does not relate to a prevailing party.
12 Notwithstanding this fact however, Cashman cannot be the prevailing party here. As referenced
13 in the Motion, Cashman was seeking well over \$750,000.00 in damages but was awarded
14 approximately a quarter of that amount, and the unjust enrichment damages are specifically tied
15 to performance with respect to the codes, performance which has not occurred. Defendants were
16 forced to spend three years defending against claims that were almost all dismissed and damages
17 that were ultimately cut to a fraction of what Cashman sought. Thus, there is no conceivable
18 argument that can be advanced that Cashman prevailed in this case.³ Cashman's request for
19 attorneys' fees must be denied in its entirety.

20 ...

21 ...

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25 ...

26 ³ Additionally, in their Opposition and Countermotion at pg. 18, Cashman asserts that it was the prevailing party
27 because it "prevailed against other parties in this matter as well, including Carvalho and Rennie, which benefitted
28 Mojave substantially in that Cashman's recovery against Rennie was considered by this Court in determining the
amounts to be awarded at trial." Whether Cashman prevailed against other defendants in this action is irrelevant to
being the prevailing party against Defendants.

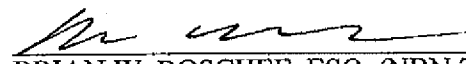
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III. CONCLUSION

Accordingly, and based upon the foregoing, Defendants respectfully request that this Court: (1) vacate the Order Granting Cashman's Fees and Costs; (2) award Defendants attorneys' fees in the amount of \$316,844.50 and costs in the amount of \$19,129.55 pursuant to NRS Chapters 108 and 18 for having to defend Cashman's Lien claim; and (3) deny Cashman's request for attorneys' fees articulated in the Opposition and Counter-motion.

Dated this 23 day of April, 2014.

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

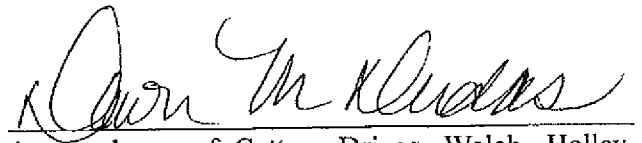

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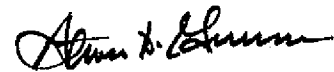
*Attorneys for Defendants West Edna, Ltd., dba
Mojave Electric, Western Surety Company, The
Whiting Turner Contracting Company and
Fidelity and Deposit Company of Maryland,
Travelers Casualty and Surety Company of
America, QH Las Vegas, LLC, PQ Las Vegas,
LLC, LWTIC Successor LLC, and FC/LW Vegas
Counterclaimant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

CERTIFICATE OF MAILING

I HEREBY CERTIFY that, on the 23rd day of April, 2014 and pursuant to NRCP 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **REPLY TO CASHMAN EQUIPMENT COMPANY'S OPPOSITION TO DEFENDANTS' MOTION FOR RELIEF PURSUANT TO NRCP 60(b) AND OPPOSITION TO MOTION FOR ATTORNEYS' FEES AND COSTS PURSUANT TO NRS CHAPTER 108 AND COUNTERMOTION FOR ATTORNEYS' FEES**, postage prepaid and addressed to:

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


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



CLERK OF THE COURT

RPLY

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

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Attorneys for Plaintiff,
Cashman Equipment Company

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

vs.

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

Case No.: A642583
Dept. No.: 32

Consolidated with Case No.: A653029

**CASHMAN EQUIPMENT COMPANY's
REPLY IN SUPPORT OF MOTION FOR
ATTORNEYS' FEES**

Date: May 8, 2014

Time: 9:00 a.m.

PEZZILLO LLOYD

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

Defendants.

AND ALL RELATED MATTERS.

COMES NOW, CASHMAN EQUIPMENT COMPANY ("Cashman"), and submits the following Reply in Support of its Countermotion for Attorneys' Fees ("Reply"). This Reply is supported by the following Memorandum of Points and Authorities, the Exhibits attached hereto and the Court's file herein.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

The Counter-motion for attorneys' fees submitted by Cashman should be granted as Defendants in this action base their opposition on two mistakes of law: 1) that Cashman was not the prevailing party; and, 2) that Mojave is not responsible for payment of attorneys' fees pursuant to the provisions of NRS 104.9607. First, Cashman was the prevailing party as it was awarded damages on its claims and Mojave is responsible for payment of those damages. The fact Cashman did not receive the full amount it sought is irrelevant. Indeed, the Nevada Supreme Court has made clear that in order to be considered a prevailing party one must be awarded monetary damages. It is undisputed that Cashman was awarded such damages, while Defendants, including Mojave, were denied all claimed relief.

Additionally, Defendants' argument that NRS Ch. 104 only provides for relief against Cam Consulting, the party with whom Cashman contracted, is false as a plain reading of the pertinent Nevada statutes makes Mojave a responsible party from whom attorneys' fees may be sought and recovered. All fees incurred by Cashman were directed at recovery of the amounts owed under all claims for relief, therefore the entirety of the fees have properly been asserted against Mojave as Cashman recovered on its security interest; however, in the event

1 the Court determines that the fees should in some manner be segregated Cashman will attempt
2 to divide the fees in an equitable fashion. It is important to note, that the fees incurred by
3 Cashman recovering amounts from other parties directly benefitted Mojave.

4 **II.**

5 **ARGUMENTS AND AUTHORITIES**

6 **A. Cashman is Entitled to An Award of its Fees and Costs as the Prevailing Party on**
7 **its Enforcement and Collection of its Security Interest**

8 Cashman is entitled to an award of attorney's fees in the amount of \$229,733.00
9 pursuant to NRS 104.9607 as it prevailed on the enforcement of its security interest against
10 Mojave. Cashman was awarded judgment against Mojave in the amount of approximately
11 \$200,000 on its claim to enforce its security interest against the materials sold to Cam and
12 installed at the Project. Mojave does not dispute the fact that Cashman was the prevailing
13 party on its security interest claim.¹

14 Upon default, Cashman, as the secured party could reduce its claim to judgment,
15 foreclose or otherwise enforce the claim or security interest by any available judicial
16 procedures. NRS 104.9601(a)(1). Cashman sought to enforce its rights against the debtor and
17 against Mojave as Mojave purchased the equipment subject to the security interest and failed
18 to obtain a release of that interest. Cashman ultimately prevailed on that claim at trial and is
19 entitled to an award of fees against Mojave. One need look no further than comment 10 of
20 NRS 104.9607. This section states as follows:

21
22 The phrase "reasonable attorney's fees and legal expenses," which appears in
23 subsection (d), includes only those fees and expenses incurred in proceeding
24 against account *debtors or other third parties*. This secured party's right to
25 recover these expenses from the collections arises automatically under this
26 section.

26 ¹ Despite Mojave's subjective beliefs regarding the meaning of "prevailing party" the Nevada Supreme Court
27 has made clear that to be considered a prevailing party one must be awarded monetary damages, and Cashman
28 was.

1 (emphasis added). The term "debtor" is defined by NRS 104.9102(bb) and includes any
2 person having an interest in the collateral. There can be no dispute that Mojave claimed an
3 interest in the collateral, and proceeds thereof, at issue. Additionally, Mojave is an "obligor"
4 as that term is defined by NRS 104.9102(fff) as it is the party responsible for payment as it
5 retained the proceeds of the collateral which was supplied by Cashman. Accordingly, the
6 plain language of Nevada statutes make clear that as the possessor of property subject to
7 Cashman's security interest, Mojave is responsible for the attorneys' fees incurred in
8 enforcement and collection of the security interest.

9 Simple logic and equity also dictate that Mojave is responsible for attorneys' fees
10 incurred by Cashman in having been forced to initiate legal action to collect upon its security
11 interest. Mojave was in receipt of payment for materials supplied by Cashman knowing that
12 Cashman held a security interest on those proceeds. Despite demand, no payment was issued
13 and Mojave retained the funds which this Court has ruled rightfully belonged to Cashman.
14 Mojave enjoyed the unfettered use of those funds while denying Cashman the same right. To
15 claim that fees should not be paid flies in the face of the plain language of the Nevada statutes
16 and would serve to reward wrong-doers such as Mojave who have a notice that they are in
17 possession of property belonging to another and who intentionally refuse to turn over the
18 property when demand is made. Making the matter worse is the fact that Mojave asserted
19 counterclaims against Cashman in an attempt to deny Cashman its ability to collect upon the
20 funds rightfully owed to it.
21

22 As the Court is well aware, Cashman fully prevailed on all claims asserted against it
23 and Mojave took nothing by way of its counterclaims. This fact further demonstrates that
24 Cashman was the prevailing party in the matter despite Mojave's arguments to the contrary.
25 In the event Mojave had simply paid Cashman for the materials which were subject of
26 Cashman's security interest, the fees and expenses incurred in this matter could have been
27
28

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1 avoided. Cashman is therefore entitled to an award of its fees in the amount of \$229,733.00
2 pursuant to NRS 104.9607.
3

4 IV.

5 CONCLUSION

6 For the foregoing reasons, the Court should grant Cashman's Countermotion for
7 Attorneys' Fees in the amount of \$229,733.00 against Mojave.
8

9 DATED: May 5, 2014

PEZZILLO LLOYD

10 By: 


11 Jennifer R. Lloyd, Esq.
12 Nevada State Bar No. 9617
13 6725 Via Austi Parkway, Suite 290
14 Las Vegas, Nevada 89119
15 Attorneys for Plaintiff,
16 Cashman Equipment Company
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CERTIFICATE OF MAILING

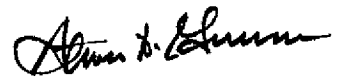
The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on May 5, 2014, a true and correct copy of the foregoing document, **CASHMAN EQUIPMENT COMPANY'S REPLY IN SUPPORT OF MOTION FOR ATTORNEY'S FEES**, was served through electronic mail and by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

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8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

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

12 **Plaintiff,**

13 **v.**

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

28 **Defendants.**

Case No.: A642583
Dept. No.: 32

(Consolidated with Case No. A653029)

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Trial Dates: January 21-24, 2014

AND RELATED MATTERS.

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

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

11 **FINDINGS OF FACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 insufficient funds in the account.

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

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

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

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

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

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

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

16 CONCLUSIONS OF LAW

17 Claims for Relief Asserted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 ...

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

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

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

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

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

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

23 Further, NRS 112.190 states:

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

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

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

1 complicity with CAM.

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

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

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

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

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

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

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

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

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

14 action for misrepresentation.

15 32. In summary, and relating to the claims for relief before this Court: (a) this Court

16 finds in favor of Cashman on its claims for Foreclosure of Security Interest against Mojave

17 (Third Cause of Action) and Unjust Enrichment against the Owners (Fifteenth Cause of Action);

18 (b) this Court finds in favor of Mojave and/or Western on Cashman's claims for Claim on

19 Payment Bond against Mojave and Western (Fourteenth Cause of Action), Enforcement of

20 Mechanic's Lien Release Bond against Mojave and Western (Ninth Cause of Action), and

21 Fraudulent Transfer (from Consolidated Case); (c) this Court finds in favor of Cashman on

22 Mojave's defense counterclaim for Misrepresentation (Third Claim for Relief).

23 Equitable Fault Relating to Contracting with CAM

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

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

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

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

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

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

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

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

6 **Damages**

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

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

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

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

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

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

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

10 ORDER

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

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

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

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

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

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

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

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

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

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

12 DATED this 5 day of May, 2014.


13 
14 DISTRICT COURT JUDGE

15 ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

16 Respectfully submitted by:

17 Dated this 30 day of April, 2014.

18 PEZZILLO LLOYD

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


CLERK OF THE COURT

1 **NOE**
Brian J. Pezzillo, Esq.
2 Nevada Bar No. 7136
Jennifer R. Lloyd, Esq.
3 Nevada Bar No. 9617
4 **PEZZILLO LLOYD**
6725 Via Austi Parkway, Suite 290
5 Las Vegas, Nevada 89119
Tel: (702) 233-4225
6 Fax: (702) 233-4252
7 *Attorneys for Plaintiff,*
Cashman Equipment Company

8
9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

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

12 **Plaintiff,**

13 **v.**

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

22 **Defendants.**

23 **AND RELATED MATTERS.**

Case No.: A642583
Dept. No.: 32

(Consolidated with Case No. A653029)

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

Trial Dates: January 21-24, 2014

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

25
26 ///

27 ///

28 ///

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

4 DATED: May 6, 2014

PEZZILLO LLOYD

6 By: 

Brian J. Pezzillo, Esq.

Nevada Bar No. 7136

Jennifer R. Lloyd, Esq.

Nevada Bar No. 9617

PEZZILLO LLOYD

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Attorneys for Plaintiff,

Cashman Equipment Company

14 **CERTIFICATE OF SERVICE**

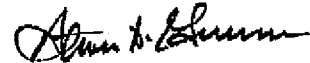
15 The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies
16 that on the 6th day of May, 2014, a true and correct copy of the foregoing document, **NOTICE**
17 **OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW** was served by
18 placing said copy in an envelope, postage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

20 Brian Boschee, Esq.
21 COTTON, DRIGGS, ET AL.
22 400 S. 4th St., 3rd Fl.
23 Las Vegas, NV 89101
Attorneys for Defendants

24 
25 An employee of PEZZILLO LLOYD
26
27
28

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CLERK OF THE COURT

1 **FFCL**

2 Brian J. Pezzillo, Esq.

3 Nevada Bar No. 7136

4 Jennifer R. Lloyd, Esq.

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12 *Cashman Equipment Company*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

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

17 **Plaintiff,**

18 **v.**

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

Defendants.

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

FINDINGS OF FACT AND
CONCLUSIONS OF LAW

Trial Dates: January 21-24, 2014

AND RELATED MATTERS.

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

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

FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 insufficient funds in the account.

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

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

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

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

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

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

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

16 17 CONCLUSIONS OF LAW

18 Claims for Relief Asserted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 ...

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

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

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

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

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

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

19 Further, NRS 112.190 states:

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

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

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

1 complicity with CAM.

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

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

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

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

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

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

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

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

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

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

Equitable Fault Relating to Contracting with CAM

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

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

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

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

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

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

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

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

6 **Damages**

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

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

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

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

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

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

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

10 ORDER

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

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

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

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

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

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

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

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

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

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

12 DATED this 5 day of May, 2014.


13 
14 DISTRICT COURT JUDGE

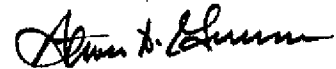
15 ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

16 Respectfully submitted by:

17 Dated this 30 day of April, 2014.

18 PEZZILLO LLOYD

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



CLERK OF THE COURT

MEMO

Brian J. Pezzillo, Esq.

Nevada Bar No. 7136

Jennifer R. Lloyd, Esq.

Nevada Bar No. 9617

PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 290

Las Vegas, Nevada 89119

Tel: (702) 233-4225

Fax: (702) 233-4252

Attorneys for Plaintiff,

Cashman Equipment Company

DISTRICT COURT

CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY, a
Nevada corporation,

Plaintiff,

v.

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

Defendants.

AND RELATED MATTERS.

Case No.: A642583

Dept. No.: 32

(Consolidated with Case No. A653029)

VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS

Filing Fees	.....	\$2,589.92
Service of Process	.....	\$4,852.75
Copies	.....	\$5,384.92

1	Postage	.....	\$479.41
2	Legal Research	.....	\$3,325.43
3	Publication	.....	\$400.00
4	Military Affidavit	.....	\$25.00
5	Recording	.....	\$1,187.37
6	Runner Service	.....	\$1,293.90
7	Transcript Fees	.....	\$4,630.33
8	Subpoena	.....	\$316.42
9	Writ Fees	.....	\$115.00
10	Parking	.....	\$180.00
11	Total Costs	.....	\$24,780.45

12
13 STATE OF NEVADA)
14 COUNTY OF CLARK) ss.

15 I, Jennifer R. Lloyd, Esq., being duly sworn, states that I am the attorney for the Plaintiff
16 CASHMAN EQUIPMENT COMPANY, and have knowledge of the above costs expended; that
17 the items contained in the above memorandum are true and correct to the best of my knowledge,
18 information and belief; and that the said costs have been necessarily incurred and paid in this
19 action.
20

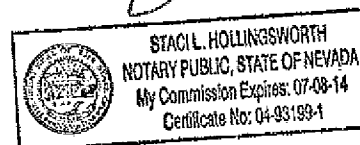
21 FURTHER AFFIANT SAYETH NAUGHT.

22
23
24
25 Subscribed and sworn before me,
26 this 13 day of May, 2014.

27 *Staci L. Hollingsworth*
28 Notary Public in and for said
County and State

Jennifer R. Lloyd


Jennifer R. Lloyd, Esq.



1 CERTIFICATE OF MAILING

2 The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies
3 that on the 13th day of May, 2014, a true and correct copy of the foregoing VERIFIED
4 MEMORANDUM OF COSTS AND DISBURSEMENTS, was served by placing each copy in a
5 sealed envelope, first-class postage fully prepaid thereon, and depositing each envelope in the
6 U.S. mail at Las Vegas, Nevada addressed as follows:
7

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

11 
12 An employee of PEZZILLO LLOYD
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Shipper's No.

CARTER'S NO.

FROM: Blake

Consignee W. J. Adams 111 Pitt St (Use or change address for purposes of goods insurance)
 to be delivered to the consignee by the carrier at the address above or at the address below, if any.
 Destination 518 South Street 1007 St City 0

County _____ State _____ Zip _____
 Name Wade, Al
 Designation Chief
 Radio No. 801-335

Delivering Carrier _____ Car or Vehicle Initials and No. _____

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Procedures of the Court
in Cases of Habeas.

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[illegible]

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The graph plots 'Days of Rain' on the x-axis (0 to 10) against 'Days of Sunshine' on the y-axis (0 to 10). There are 10 data points plotted, showing a clear downward trend. A line of best fit is drawn, starting at approximately (0, 10) and ending at (10, 0).

Days of Rain (x)	Days of Sunshine (y)
1	9
2	8
3	7
4	6
5	5
6	4
7	3
8	2
9	1
10	0

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JA 00007502

EXHIBIT D

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

Defendants.

DEPOSITION OF PERSON MOST KNOWLEDGEABLE OF
CASHMAN EQUIPMENT COMPANY
KEITH LOZEAU

Las Vegas, Nevada
Tuesday, September 4, 2012

REPORTED BY: Tammy M. Breed, CCR NO. 305
JOB NO.: 164929

Page 2	Page 4
<p>1 DEPOSITION OF PERSON MOST KNOWLEDGEABLE OF CASHMAN 2 EQUIPMENT COMPANY, KEITH LOZEAU, taken at 400 South Fourth 3 Street, Las Vegas, Nevada, on Tuesday, September 4, 2012, at 4 9:30 a.m., before Tammy M. Breed, Certified Court Reporter, in 5 and for the State of Nevada.</p> <p>6</p> <p>7 APPEARANCES: 8 For the Plaintiff: 9 JENNIFER R. ROBINSON, ESQ. 10 Pezzillo Robinson 11 6750 Via Austi Parkway 12 Suite 170 13 Las Vegas, Nevada 89119 14 (702) 233-4225 15 jrobinson@pezzillorobinson.com</p> <p>16 For the Defendants: 17 BRIAN W. BOSCHER, ESQ. 18 SHEMILLY A. BRISCOE, ESQ. 19 Cotton, Driggs, Welch, Holley 20 Woloson & Thompson 21 400 South Fourth Street 22 Third Floor 23 Las Vegas, Nevada 89101 24 (702) 791-0308 25 bboscher@nevadafirm.com Sbriscoe@nevadafirm.com</p>	<p>1 Las Vegas, Nevada; Tuesday, September 4, 2012 2 9:30 a.m. 3 -oOo-</p> <p>4 Whereupon -- 5 KEITH LOZEAU 6 having been first duly sworn to testify to the truth, was 7 examined and testified as follows:</p> <p>8 9 EXAMINATION 10 BY MR. BOSCHER: 11 Q. Can you please state your full name for the record? 12 A. Keith Daniel Lozeau. 13 Q. You'd better spell the last name for the court 14 reporter. 15 A. Yes, L-O-Z-E-A-U. 16 Q. You ever been deposed before, Keith? 17 A. No. 18 Q. This is the first time? 19 A. Yes, sir. 20 Q. Great. I'll run through a couple of ground rules 21 with you. I'm sure you talked about this with your counsel 22 but -- and you are represented by counsel, is that correct, 23 Jennifer -- 24 A. Uh-huh. 25 Q. -- Robinson's here?</p>
Page 3	Page 5
<p>1 INDEX 2 WITNESS: KEITH LOZEAU 3 EXAMINATION PAGE 4 BY: Mr. Boscher 4</p> <p>5 6 7 8 EXHIBITS 9 EXHIBIT PAGE 10 Exhibit 1 Notice of 30(B)(6) Deposition of 9 11 Person Most Knowledgeable of 12 Cashman Equipment Company 13 Exhibit 2 Letter from Jennifer R. Robinson, 10 14 Esq., Dated 8/31/12 15 Exhibit 3 Stop Payment on a check to Cashman 35 16 Equipment in the amount of 17 \$755,893.89, Dated 4/29/11, Bates 18 CASH0014 19 Exhibit 4 Application For Credit, Bates 51 20 CASH001 to 002 21 Exhibit 5 Invoices and Bill of Lading, Bates 54 22 CASH003 to 008 23 Exhibit 6 Subcontractor's Daily Log, The 60 24 Whiting-Turner Contracting Company, 25 Bates WTC00070 to 71</p>	<p>1 A. Yes. 2 Q. First, the oath you just took from the court 3 reporter is the same oath you take in a court of law. It 4 carries with it the same obligations and penalties that the 5 oath would take in court. So I just want to make sure you 6 understand that before we get started. Okay? 7 A. Yes, sir. Yep. 8 Q. Okay. You're not going to be able to remember 9 everything that I ask you about today, I'm sure, and I don't 10 want you to guess at anything. I don't want you speculating 11 or guessing at the questions I'm asking. But I am entitled to 12 your best recollection. So to the extent that you remember 13 anything related to the questions I've asked, I'm entitled to 14 know that, but don't guess at something. If you don't know, 15 you don't know, just let me know that. Okay? 16 A. Okay. 17 Q. The court reporter is going to make a transcript 18 about what we're talking about today, my questions and your 19 answers. Couple things related to that. I will do my best 20 not to ask a follow-up question while you're still answering, 21 if you would do me the same courtesy of not answering when I'm 22 asking a question. She can't transcribe us both talking at 23 the same time. Okay? 24 A. Understood. 25 Q. Along the same lines, your lawyer may object, may</p>

Page 6

1 tell you not to respond to one of my questions. I don't think
 2 I've got anything like that in here, but she may make an
 3 objection for the record. Let her finish before you say
 4 anything or -- and I'll try to do the same, give her the same
 5 courtesy as well. Okay?
 6 A. Fair enough.
 7 Q. The court reporter can't transcribe head nods, head
 8 shakes.
 9 A. (Witness nodding.)
 10 Q. Just like that.
 11 A. Right. Understood. Understood.
 12 Q. Audible responses are going to be great for her. If
 13 you need me to clarify any of my questions, if there's
 14 something I asked that you don't understand, which is very
 15 likely at some point in the morning, just ask me to clarify
 16 something because it's very likely that -- I know exactly what
 17 I'm talk -- what I'm asking about and you're going to hear a
 18 question that I think is really artfully asked of you, and
 19 you're going to be like, I don't have any idea what you're
 20 talking about, Brian. Please clarify that. And I'd be happy
 21 to do that. Okay?
 22 A. Okay. Thank you.
 23 Q. This is not -- I know that we're under a little bit
 24 of a time crunch today, you need to be somewhere this
 25 afternoon. That said, I don't want this to be an endurance

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1 contest. If you need to run down the hallway to the restroom,
 2 get something to drink, anything like that, we can take a
 3 five-minute break. It's not a big deal. Just let me know and
 4 say, hey, can we take a quick break, and we'll go off the
 5 record and take a quick break. All right?
 6 A. Cool.
 7 Q. Kind of related to what I said earlier, your counsel
 8 may make objections for the record at some point during this
 9 proceeding. Unless she -- however, unless she instructs you
 10 not to answer my question, let her make the objection. I may
 11 or may not respond. And then go ahead and answer the question
 12 at that point. Okay?
 13 A. Okay.
 14 Q. Cool.
 15 Are you on any medication today that would prevent
 16 you from giving your best testimony?
 17 A. No.
 18 Q. Is there any other reason why you can't give your
 19 best testimony today?
 20 A. No.
 21 Q. Don't have a cold or a flu or anything?
 22 A. Other than a three-day weekend, everything's fine.
 23 Q. I've got that same problem working for me this
 24 morning.
 25 Let me ask you, other than speaking to your attorney

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1 have you done anything to prepare for this deposition this
 2 morning?
 3 A. I went through back -- excuse me. I went back
 4 through some of my e-mails from the time period, but there was
 5 a lot of things that were frankly verbal, um, leading up to a
 6 lot of this very early on. So I -- there's not -- there
 7 wasn't a lot of preparation I was able to do, so I had to do
 8 some review of some e-mails but that's about it.
 9 Q. Sure. And that's part of the reason that we're
 10 taking a deposition today, because a lot of this was verbal
 11 and there were meetings and whatnot and I just need to know
 12 kind of what happened.
 13 Other than your counsel have you spoke -- did you
 14 speak to anybody about your deposition today?
 15 A. No.
 16 Q. Nobody at the company?
 17 A. At Cashman?
 18 Q. Yeah.
 19 A. There's a couple people at Cashman that know I'm
 20 here. My supervisor, Joel Larson, and Shane Norman, who
 21 you've already deposed I think, so -- but other than that, no.
 22 Q. Shane was the one I was kind of -- did you talk to
 23 Shane at all about the substance of what you were coming here
 24 to do today, or does he just know that you're here?
 25 A. He just knows I'm here.

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1 Q. Anything substantive you talked about with anybody
 2 at Cashman other than, hey, I've got to go take this
 3 deposition? I'm going to this deposition, I'm going to be out
 4 of the office for a few hours?
 5 A. Yeah -- no.
 6 Q. Okay. Did you look at -- other than the e-mails we
 7 just talked about, did you look at any documents to prepare
 8 for this deposition?
 9 A. No.
 10 MR. BOSCHKE: I'm going to mark as the first
 11 exhibit, it's the amended, submitted depo notice.
 12 (Exhibit No. 1 marked.)
 13 Q. (BY MR. BOSCHKE) Take a look at this exhibit. This
 14 is an amended deposition notice that we sent out, which is why
 15 you're here today.
 16 A. Uh-huh.
 17 Q. Do you recall receiving a copy of this?
 18 A. Yes, sir.
 19 Q. Go to page 3.
 20 A. (Witness complying.)
 21 Q. Excluding items three and four, which we'll talk
 22 about in just a second, are you -- to the best of your
 23 understanding are you the person most knowledgeable from
 24 Cashman with respect to items one, two, five, six, seven, and
 25 eight? And take a second.

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1 A. Likely so.
 2 Q. Okay. I'm going to mark the next -- keep that in
 3 front of you.
 4 A. Okay.
 5 Q. I have another exhibit that I just received this
 6 morning. I'm literally going to ask you one question.
 7 (Exhibit No. 2 marked.)
 8 Q. (BY MR. ROSCHIE) Okay. I don't know that you've
 9 actually seen this letter before. You may have.
 10 A. Nope.
 11 Q. Okay. My question to you is, without going back to
 12 items three and four in your -- in the deposition notice,
 13 relates to insurance policies and insurance claims basically.
 14 My understanding from this letter is that you are not the
 15 person most knowledgeable from Cashman as to insurance-related
 16 issues; is that correct?
 17 A. That is correct.
 18 Q. Just to save us some time because I've now depose
 19 two folks over at Cashman and I don't want to have to keep
 20 doing this, do you happen to know off the top of your head who
 21 I would need to talk about insurance-related issues, who that
 22 person might be?
 23 If you don't know, you don't know. That's fine.
 24 I'm just trying to save everybody a little bit of time going
 25 forward.

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1 A. There's one of two people.
 2 Q. Okay.
 3 A. And the only reason I say it's one of two people is
 4 we had some turnover. Our previous CFO would have been the
 5 person.
 6 Q. Uh-huh.
 7 A. Our new CFO was not present when all this happened.
 8 Q. Okay.
 9 A. So his name is Lee Vanderpool. The president of the
 10 company is Mike Pack, and Mike at the end of the day might be
 11 the best person to discuss insurance and that kind of --
 12 Q. Mike Pack was the CFO at the time?
 13 A. No, he is president.
 14 Q. Okay.
 15 A. And he has been president throughout.
 16 Q. Who was the CFO at the time?
 17 A. Jim Moore.
 18 Q. Jim Moore.
 19 A. And quite frankly, I'm not sure Jim Moore would be
 20 available to be depose or not because he has terminal cancer.
 21 Q. That would probably be no.
 22 A. Yes.
 23 Q. Okay. I assume -- is that why he left the company?
 24 A. That is.
 25 Q. Okay.

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1 A. So I'm sorry to just give kind of an obtuse answer,
 2 but that's -- that's the situation.
 3 Q. No, that -- that stinks. Okay.
 4 Well, it could be -- it could be something where
 5 counsel may pick up the phone and ask a question or two and
 6 get to the bottom of this, but I don't want -- I'm certainly
 7 not going to drag him in for that.
 8 Okay. But other -- other than the insurance, who we
 9 may need to talk to Mike or Lee about, you're good to go on
 10 everything else in the depo -- in Exhibit 1 there?
 11 A. Yes, sir.
 12 Q. What is your position with Cashman?
 13 A. I am the sales and rental manager of the power
 14 division.
 15 Q. Okay. And how long have you had that position?
 16 A. Six years.
 17 Q. Okay. Did you have a different position with the
 18 company prior to that?
 19 A. I was just a sales rep.
 20 Q. Okay. What are your -- as -- as manager of the
 21 power division, what are your job responsibilities with that
 22 position for the last six years or so?
 23 A. All of our account managers statewide report to me,
 24 and basically I'm responsible for growing our sales and rental
 25 business.

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1 Q. Okay. How long have you been employed with Cashman
 2 overall?
 3 A. Sorry, I have to think because I left for two years.
 4 Overall about 19 years.
 5 Q. Well, walk me through that. You started with
 6 Cashman when?
 7 A. '91. Left in '97.
 8 Q. Okay.
 9 A. Came back in '99. Been with them ever since.
 10 Q. What did you do with them from '91 to '97?
 11 A. I was a technician for a good part of the time, and
 12 when I left I was a salesperson.
 13 Q. What were your job responsibilities as technician?
 14 Walk me through a typical day in the life of a Cashman
 15 technician.
 16 A. Okay. We repair anything that we sell, and that's
 17 primary Caterpillar products but there -- there's some other
 18 products associated with that too. I worked on generators,
 19 electrical equipment, engines, some machinery. You know, the
 20 idea was to get things running before warranty repairs,
 21 startups, those kind of things.
 22 Q. Okay. And that was what you did before you became a
 23 sales rep?
 24 A. Yes, sir.
 25 Q. Okay. And when did you kind of transition from tech

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1 info sales?
 2 A. I believe it was 1995.
 3 Q. Okay. And then when you came back in '99, were you
 4 again a sales rep or --
 5 A. I was --
 6 Q. Okay.
 7 A. -- yes.
 8 Q. Okay. And you've had that until about six years
 9 ago?
 10 A. Correct.
 11 Q. Which would be 2006, 2007, sometime in there?
 12 A. Yes.
 13 Q. With respect to your current job, does your current
 14 job require any of your, I guess, technical background or your
 15 background as a technician? Does that come into play with
 16 what you do now?
 17 A. Yes.
 18 Q. Okay. How so?
 19 A. What we do is -- the products and services that we
 20 sell -- everything is a very technical sale, so it is
 21 tremendously helpful to be able to fall back on that
 22 background and have an understanding when I have somebody
 23 telling me something in the field that they have going on that
 24 I -- I have a reasonable knowledge of the challenges that they
 25 have and what they need to do to fix them.

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1 Not to mention, prior to the sale I can have a
 2 discussion with architects and engineers and contractors and
 3 those kinds of things and talk them through what they're
 4 buying, why they're buying it, and what we're going to have
 5 to -- what challenges and opportunities we'll face during
 6 installation and start-up.
 7 Q. Okay. With respect to specifically the City Hall
 8 project -- and that's pretty much what we're going to be
 9 talking about today.
 10 A. Uh-huh.
 11 Q. -- do you have a general familiarity with the
 12 start-up -- well, your word -- start-up, installation, ah,
 13 requirements for -- for what's going on over there right now?
 14 A. Yes.
 15 Q. Okay. And what I'm thinking of specifically are --
 16 there's some codes that counsel and I are still -- still
 17 arguing about a little bit with the judge. But there's some
 18 codes that are -- as I understand, are required to get things
 19 up and running over there. Do you have a familiarity with
 20 that?
 21 A. Generally speaking, yes. And the reason I say
 22 generally speaking is --
 23 Q. That's fine.
 24 A. -- each municipality has their own rules and
 25 regulations. And then sometimes the design engineer has input

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1 into that. And so they're not unfortunately universal to
 2 every project.
 3 Q. Okay. Well, I guess what I'm -- what I'm wondering,
 4 specifically with respect to this project, my understanding is
 5 that -- that there is some concerns or some issues with --
 6 with getting this -- at this stage, like tomorrow, getting
 7 this stuff started up and installed and running with these
 8 codes today. Could you -- could you explain to me what -- if
 9 you know, what your concerns are with respect to that?
 10 A. Only to the extent that we (indicating) discussed it
 11 on the phone, and there's -- there's two --
 12 MS. ROBINSON: I'm going to object --
 13 Q. (BY MR. BOSCHEE) I don't want to know anything -- I
 14 don't want to know anything you discussed with Jennifer. I
 15 don't want to know anything that -- any attorney/client
 16 communication.
 17 MS. ROBINSON: And I'm going to object to the form
 18 of your question. Maybe it's a little vague. If you can
 19 rephrase, "Issues," I don't know.
 20 MR. BOSCHEE: I'm sure -- okay. Concern was the
 21 real -- was the word I was looking at.
 22 Q. (BY MR. BOSCHEE) You guys have some -- you guys
 23 have some codes that are required to, as I understand it, get
 24 the stuff over at City Hall up and running, correct?
 25 A. Typically, yes.

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1 Q. Okay.
 2 A. And I say typically because I have no direct
 3 knowledge of the status of the equipment, what's been done,
 4 what's not been done --
 5 Q. Right.
 6 A. -- and what they're requiring.
 7 Q. Well, going back in time, assuming -- I don't want
 8 to say assuming but -- you guys at some point stopped working
 9 on this project for -- because of nonpayment, correct?
 10 A. Correct.
 11 Q. At that point before anything else had happened, you
 12 guys had some codes that would have been used to get the stuff
 13 started, installed, and running, correct?
 14 A. Codes can have two different definitions.
 15 Q. Tell me what they are. You're the technical guy and
 16 I'm not.
 17 A. So there's -- there's -- there's National Electrical
 18 Code and fire protection codes.
 19 Q. Sure.
 20 A. And those are -- those are code requirements that
 21 are regulations, laws. And then there's codes that are
 22 associated with communication protocols that we use for the
 23 equipment to be able to talk to each other. So there's -- I'm
 24 not sure which codes it is that they're asking about. That's
 25 where I'm at. I'm not sure -- I'm not sure what's holding

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1 this them up at this point. I don't know.

2 Q. Okay. Well, I'm just thinking out loud here. Both
3 sets of those codes would probably be -- probably pretty handy
4 in terms of getting everything up and running, I would think,
5 wouldn't they?

6 A. The codes -- the protocols -- the communication
7 protocols for the equipment would be absolutely required. The
8 codes for the fire protection -- it's NEPA, National Fire
9 Protection Association, and the National Electrical Code and
10 Clark County fire code or City of Las Vegas fire code,
11 depending upon which it is, they often vary from job to job.

12 Q. Okay.

13 A. So it's hard for me to say if that's what their hold
14 up is, specifically what the hold up is. And what we do --
15 what would typically happen in a project like this is, once we
16 get to the latter stages of the job, there's meetings between
17 us and the contractor and the inspectors, and the inspectors
18 sort of lay out what specifically they're looking for to meet
19 the codes.

20 And then a lot of times we have to make adjustments
21 to our bills of materials or specifically how -- we may have
22 an image at the beginning of the job of how we're going to
23 address the codes. What that looks like at the end of the
24 project could be something very different.

25 Q. Okay.

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1 protocol and communications that make the system work.

2 If the load does exceed the rating of one generator
3 set and you need both generator sets, then you're -- then
4 those codes become absolutely necessary.

5 Q. Okay. I'm not -- I'm not an engineer or a
6 contractor, per se, but I've been over to City Hall. It's a
7 pretty big project. I mean, fair to say that it's going to --
8 it at least contemplates both generators being needed over
9 there, doesn't it? I mean it's...

10 A. It was certainly designed that way.

11 Q. Right.

12 A. It's -- that would be something the design engineer
13 could tell you better than I could.

14 Q. Sure.

15 But when -- when you guys were supplying the
16 equipment, it was certainly contemplated it was going to be --
17 that both generators were going to be used over there, wasn't
18 it?

19 A. Yes, but that could be for a different reason. In a
20 lot of cases they'll have two generator sets for redundancy.

21 Q. Sure.

22 A. So they won't -- the load doesn't exceed the
23 capacity of both generators -- or excuse me, of one generator.
24 You have the second generator in case the first generator
25 fails.

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1 A. Does that help?

2 Q. It does a little bit. I want to talk about the
3 protocol calls specifically, because I think I know what
4 you're talking about with fire codes. And that's kind of a
5 moving target a little bit.

6 A. Uh-huh.

7 Q. But the protocol codes, if those aren't -- if those
8 aren't in, the equipment can't kind of communicate with each
9 other. What is the net effect of that? I mean what -- what
10 happens if those codes aren't used at installation?

11 A. A qualified person might be able to make the
12 equipment work to a certain extent, but they probably wouldn't
13 be able to make it work to its full capability.

14 Q. Okay. Would there be -- I mean when you say it
15 wouldn't be able to work to its full capability, what are some
16 things that might not -- might not work? Would there be
17 safety concerns?

18 A. It depends.

19 Q. Okay.

20 A. And if the -- one of the things that we talked
21 about -- one of the -- one of the more important functions of
22 this system is to be able to parallel the two generator sets
23 together. If the building load doesn't exceed the capacity of
24 one generator, you could theoretically lock one generator out,
25 use just one generator, and you could bypass a lot of that

Page 21

1 Q. Kind of a backup?

2 A. And -- and -- and -- right. And one generator can
3 still carry the entire building. So -- and that's why I said
4 the design engineer would probably have to have a discussion
5 with you about that because I don't know if they had a -- if
6 they had two generators for capacity or two generators for
7 redundancy.

8 Q. Okay.

9 A. Two kind of different things.

10 Q. That makes sense. And it's a government job so
11 redundancy wouldn't be completely out of the question.

12 But assuming that -- if it wasn't -- if it wasn't a
13 redundancy situation, if it was actually two generators were
14 required, then those codes are absolutely going to be
15 necessary for them to communicate with each other?

16 A. That is correct.

17 Q. We may get back to some of that. I have completely
18 gone afield of my outline of questions, so I'm going to try to
19 get back on track here.

20 Before the City Hall project, how many times have
21 you worked with Mojave Electric?

22 A. Oh, boy.

23 Q. Estimate? I don't want you to have to count them on
24 your fingers.

25 A. Yeah. Probably a few dozen.

Page 22

1 Q. Okay. How about Whiting-Turner?
 2 A. Indirectly, probably a dozen times. I say indirect
 3 because we don't usually deal directly with the general
 4 contractor.
 5 Q. Right. Usually deal with --
 6 A. Mojave Electrical.
 7 Q. -- with like --
 8 A. Yes.
 9 Q. Do you have any idea how many accounts you've opened
 10 for -- for Mojave off the top of your head?
 11 A. How many --
 12 Q. Shane had -- Shane had an estimate, and I was
 13 wondering if you maybe had a little more -- yeah, I mean how
 14 many different -- different specific accounts you've opened
 15 with -- with Mojave?
 16 A. Oh, you know what. I don't know.
 17 Q. Dozens?
 18 A. Well, I guess depends on how you look at it. Are
 19 you talking about physical accounts, or you talking about
 20 projects?
 21 Q. Projects?
 22 A. Oh, projects. Yeah, probably -- I'm going to say
 23 three dozen.
 24 Q. Okay. You personally worked on a lot of those
 25 projects?

Page 23

1 A. Yes.
 2 Q. Prior to this -- and obviously this is a bit of a --
 3 have you ever had any problems with Mojave prior to this
 4 incident?
 5 A. The only problem we ever had with Mojave -- and this
 6 has been more of a recent thing in the last couple of years --
 7 they've had somewhat of a different definition associated with
 8 lien releases. And at times they've asked us to sign lien
 9 releases when we still haven't received full payment. And
 10 that's -- it seems to be related to one specific person that
 11 they hired a couple years ago. And prior to that we never had
 12 a problem with Mojave ever.
 13 Q. Okay.
 14 A. Paid like clockwork.
 15 Q. Do you know that person's name off the top of your
 16 head?
 17 A. Her first name is Francis.
 18 Q. Okay.
 19 A. I do not know her last name.
 20 Q. You don't even need to tell me anymore.
 21 A. Okay.
 22 Q. I do know her last name.
 23 You guys use conditional lien releases though, don't
 24 you?
 25 A. Typically.

Page 24

1 Q. Okay.
 2 A. I mean there's -- there's conditional and there's
 3 unconditional.
 4 Q. Sure.
 5 A. So -- but we have -- again, more recently we've had
 6 situations where she would hold a check until we signed
 7 conditional and/or unconditional releases for unrelated
 8 projects, which is very -- well, let's just say it's not
 9 consistent --
 10 Q. Okay.
 11 A. -- with industry practice. And -- but to collect
 12 money we did what we had to do paperwork wise to satisfy what
 13 she was asking for. And this -- quite frankly, this is more
 14 of a Shane question than mine. He has more direct knowledge
 15 of a lot of that that was going on. But -- but I do know
 16 there was some irregularities, and we were really struggling
 17 with how to -- how to work through that process.
 18 Q. When you're describing -- and I talked to Shane
 19 about something related to this. And I don't -- if this is
 20 getting ahead of your knowledge, please tell me. But when
 21 you're talking about, okay, there's payment due on this
 22 project and you've got a lien release for this. And basically
 23 you -- what you typically do in the industry is you swap check
 24 for a lien release, as I understand; is that right?
 25 A. For the same project?

Page 25

1 Q. For the same project, correct.
 2 A. Yes.
 3 Q. And what I understand -- as I understand what you're
 4 saying is, okay, that's fine for this project. But then you
 5 got a project over here, and they're holding your money on
 6 this one as well looking for -- looking for a lien release
 7 when you haven't been paid yet. Is that what you're telling
 8 me?
 9 A. It appeared from conversations that I had with Shane
 10 that that was what they were doing.
 11 Q. Okay. And how often did that happen?
 12 A. It seemed to happen on every job after she got
 13 hired.
 14 Q. Okay. I guess the obvious question to me is -- I
 15 mean why -- if -- if the payment wasn't made yet, if you guys
 16 weren't paid in full, why were you giving unconditional lien
 17 releases?
 18 MS. ROBINSON: I'm just going to object. It's going
 19 outside his notice for his person most knowledgeable. So are
 20 you asking him as the person most knowledgeable of Cashman, or
 21 did you already depose -- depose Shane as the person most
 22 knowledgeable on this issue, are you asking him for his own
 23 personal knowledge?
 24 MR. BOSCHEE: I'm asking for his own personal
 25 knowledge because he brought it up.

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1 MS. ROBINSON: Right. That --
 2 MR. BOSCHEE: I mean that's -- I mean I understand.
 3 But Shane -- Shane painted a very different -- I mean not a
 4 very different, but Shane said something a little different.
 5 I just want to make sure that I understand exactly what --
 6 what this witness is talking about because I just want -- more
 7 of a clarification than anything.
 8 Q. (BY MR. BOSCHEE) To the best of your understanding
 9 why -- you know why -- why were doing -- why were you guys
 10 doing that?
 11 A. To the best of my understanding we had had a
 12 long-term relationship with Mojave Electric. We had no
 13 history of never not being paid. And so we felt like if
 14 that's what we needed to do to accommodate a valuable
 15 customer, then -- then we were willing to do that.
 16 Q. Okay. Again, to the best of your understanding,
 17 prior to this situation, we'll call it, did you guys ever have
 18 a payment problem with Mojave? Have you ever been not paid by
 19 Mojave?
 20 A. Never not paid, no.
 21 Q. Okay.
 22 A. Slow sometimes, but never not paid.
 23 Q. Right. Sometimes -- the situation we're talking
 24 about, you know, a little bit of slow pay, little bits, but
 25 never a non-payment issue, correct?

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1 A. Correct.
 2 Q. Okay. And again, you're usually one or two steps
 3 removed Whiting, but had you ever had this situation with
 4 Whiting before, just not getting paid?
 5 A. Not to my knowledge.
 6 Q. Okay. With respect to -- and again the -- the lien
 7 releases and the -- and the payment kind of Francis holding
 8 the checks, as I understand it, that resulted in a little bit
 9 of a slow -- a slowdown effect, but you guys always did get
 10 paid for the work that you performed prior to this project,
 11 right, as far as you know?
 12 A. As far as I know.
 13 Q. Okay. Now, on this project you guys, as I
 14 understand it, contracted directly with a company called CAM
 15 Consulting, right?
 16 A. Correct.
 17 Q. And they were -- I mean I always look for the
 18 politically correct way to say this, but I mean it's the term
 19 used in the industry I think, minority contractor, are you
 20 familiar with that?
 21 A. Yes.
 22 Q. That was their role here, correct --
 23 A. Yes.
 24 Q. -- CAM Consulting?
 25 A. Yes.

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1 Q. Are you familiar generally with the requirements for
 2 minority contracts? I mean why did they end up being used in
 3 this pro -- in projects like this?
 4 A. That's a broad question, but to --
 5 Q. In your experience?
 6 A. To make it sort of simple, a lot of government
 7 projects require a certain amount of equipment and services to
 8 be purchased by -- from, excuse me, minority entities. And --
 9 and I don't recall what the percentage was, but I can remember
 10 being told early on by -- by -- Peter Fergen is the vice
 11 president of Mojave that does a lot of their purchasing and
 12 those kinds of things. He told me very early on that we were
 13 -- that there was a percentage of the project that had to be
 14 purchased by -- from minority entities and their intention was
 15 to purchase this equipment through a minority entity.
 16 Q. Okay.
 17 A. So I -- so we -- does that answer your question?
 18 Q. I think so.
 19 You've dealt with minority contractors on other
 20 projects, correct?
 21 A. Yes. Not a lot, but yes.
 22 Q. Was this -- was this scenario or was this experience
 23 considerably different than your experiences on other projects
 24 with minority contractors, obviously other than not getting
 25 paid?

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1 A. The obvious exception?
 2 Q. Other than that how did you like the play,
 3 Mrs. Lincoln, but -- yeah, up to that point?
 4 A. You got me with the Mrs. Lincoln.
 5 Q. Sorry.
 6 A. It's okay.
 7 Uai, no, I -- I would say in the few instances that
 8 we had to do -- I think the only thing that was different is
 9 in most cases we dealt with a larger company, as opposed to a
 10 very small entity such that CAM was.
 11 Q. Okay. Now, I talked to Shane a lot about the -- the
 12 -- kind of credit process and things like that. We'll talk
 13 about that very briefly in a few minutes. But as I
 14 understand, you worked with -- you were kind of on the ground
 15 and worked with CAM kind of directly in terms of the equipment
 16 transfer, is that fair, or not really?
 17 A. No, not really. I -- no.
 18 Q. Tell me what was your experience. What did you do
 19 with CAM?
 20 A. The only time I actually met Angelo was when we met
 21 over at Mojave's office to discuss transacting this deal
 22 through them.
 23 Q. Okay.
 24 A. And -- and actually I'm not even sure -- I don't
 25 even recall talking to him on the phone after that. It was a

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1 pretty straightforward discussion. We discussed the finances,
2 the percentage, and came to an agreement, shook hands, and
3 that was pretty much it.

4 Q. That was that?

5 A. Yeah.

6 Q. Okay.

7 A. In terms of equipment getting to the site, what I
8 would call logistics of the project, everything was transacted
9 directly with the Mojave folks.

10 Q. Okay. That makes sense.

11 Did you participate -- when I say "you" I mean you
12 or anybody else at Cashman -- participate in the selection of
13 CAM as the minority contractor here?

14 A. Yes.

15 Q. Okay. What -- how so? Walk me through the kind of
16 picking them process, if you will. That was a terrible
17 question but...

18 A. No, that's okay. I'll do the best I can here.

19 We had -- originally all of our equipment was going
20 to be purchased through a company called NEDCO, which we had
21 done this with before. And NEDCO's a large company and
22 there's -- you know, there's generally no problems there. But
23 they wanted -- this was a very tight competitive bid job.
24 There was not a lot of money in there to be splitting (sic)
25 companies for pushing paper through their books. And what

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1 NEDCO wanted for a percentage was not going to be acceptable.

2 So we were talking to another group that was just in
3 the process of getting their disadvantaged business license,
4 and they were -- they were experiencing delays getting that
5 done. And Pete contacted me a couple of times and said, you
6 know, what are we doing? Are -- is that group going to work?
7 And you know it didn't seem like it was going to.

8 And then he called me and said, listen, we had this
9 guy come in. We're using him on a couple other things. Would
10 you like to meet him? Maybe you could work something out with
11 him. So -- and I'm not sure how the meeting was actually
12 arranged. I don't know if he was already there. And -- but I
13 went over there very shortly after the phone call and met
14 Angelo at their office. And Pete introduced us in their
15 conference room, and we sat down and had a discussion.

16 Q. Okay. And after that discussion you were
17 comfortable using, I guess CAM, but I mean Angelo? After you
18 met him you were comfortable using them going forward?

19 A. I'm not sure if comfortable is the right word. His
20 documentation was in order. His story seemed legitimate. And
21 by story he talked about being in the Army Rangers, which I
22 guess maybe wasn't even the case. But he'd been wounded and
23 different things, and so he had gotten licensed by this
24 federal office to be a disadvantaged business. And you know
25 seemed like -- certainly I think all of us as Americans want

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1 to support people who have come back from wars and those kinds
2 of things. So it seemed like somebody that we want to try and
3 do business with. If we have to put money in somebody's
4 pocket, I would rather put money in somebody like that's
5 pocket, rather than you know somebody that maybe doesn't need
6 it quite so much.

7 Q. Sure.

8 A. Does that make sense?

9 Q. Yeah. I think I understand what you're saying.

10 A. Okay.

11 Q. And I don't disagree with your rationale on that.

12 Let me -- you had the meeting, and it's Mojave and
13 you and Angelo. Did you have any conversations -- I know you
14 didn't with Angelo, but did you have any conversations with
15 anybody at Mojave -- okay, Angelo leaves -- kind of, okay, you
16 left the room now I can talk about you behind your back
17 conversation. Did you have any conversations like that with
18 anybody at Mojave about Angelo and CAM and any concerns you
19 might have using them, you personally?

20 A. No, not really.

21 Q. Okay.

22 A. Not -- not -- not relative to concerns. It was
23 basically, okay, he's willing to do it for what we're looking
24 to spend. And so let's go forward, let's get paperwork
25 written up. At that point the job was getting very

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1 compressed. We needed to get some paperwork going and do some
2 different things or we were going to start missing some
3 milestones.

4 Q. Okay.

5 A. So it was -- it was -- we jumped right into, let's
6 get things going.

7 Q. There was getting tight at that point?

8 A. Yes, sir.

9 Q. Okay. Now, when I talked to Shane he -- he -- he
10 discussed having some concerns about the credit or in his case
11 lack of credit that CAM had. Did you ever have a conversation
12 with Mr. Norman about that?

13 A. Not specifically, no. I mean understanding was that
14 there was going to be -- and this was something that Pete and
15 I had talked about it -- that there was going to be an
16 exchange of checks pretty -- I mean we understood the fact
17 that -- that Angelo didn't have three quarters of a million
18 dollars to lay out and then wait for payment. We understood
19 that he was going to take payment from Mojave and then turn
20 right around and cut Cashman a check for our portion. So
21 there was -- I don't think there was ever any confusion in --
22 in that regard. And that was our understanding of what was
23 going to happen.

24 You know, Shane in his typical process had -- had
25 Angelo fill out a credit app. He also -- I'm pretty sure --

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1 understood the same, and we moved forward.
 2 Q. I think you answered -- you indirectly answered
 3 this, but I just want to clarify. You had never worked with
 4 CAM or Angelo Carvalho before? Cashman hadn't before this
 5 project, had --
 6 A. We had not, that's correct.
 7 Q. Okay. And again, if you could quantify it, um,
 8 disadvantaged businesses, minority contractors, how often do
 9 you think you'd worked with them on other projects? I think
 10 the word you used was handful but -- less than ten?
 11 A. Definitely less than ten, probably less than five.
 12 Q. Just a couple of times?
 13 A. Yes.
 14 Q. Have you ever encountered anything like this? And I
 15 say the "anything like this," a failure to pay by a minority
 16 contractor?
 17 A. No.
 18 Q. Okay. Did you -- aside from what you knew or didn't
 19 know about CAM, you talked a little bit about Angelo
 20 personally. And he told you he was an Army Ranger and things
 21 like that. Did you know any -- did you ever know anything
 22 else about Angelo Carvalho personally, aside from he's working
 23 with this company, he's doing this? Did you do any other
 24 background check on him or anything like that?
 25 A. With the exception of verifying his status with

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1 the -- and I'm sorry, I'm forgetting the name of the
 2 government entity that he was -- he was sponsored by.
 3 Q. Sure.
 4 A. I -- with the exception of verifying that that
 5 letter was legit, had no other knowledge of him.
 6 Q. So basically just to summarize, just so I've got the
 7 lay of the land: Time's getting tight. NEDCO wasn't going to
 8 work out. You had someone else that was having a hard time
 9 getting a disadvantaged status; is that right?
 10 A. That's correct.
 11 Q. Okay. And get a call from Mojave. Say, hey, we
 12 worked with this guy on this other project. Why don't you
 13 come in and meet him, see if you have a comfort level. You go
 14 in, have the one meeting at Mojave's office. Everybody shakes
 15 hands, submit the paperwork. And then you just kind of go
 16 forward from there --
 17 A. Yes, sir.
 18 Q. -- correct?
 19 Let's take a look at -- now things start getting --
 20 going south.
 21 (Exhibit No. 3 marked.)
 22 Q. (BY MR. BOSCHEE) I suspect you'll recognize this
 23 check. Take a second to look at it.
 24 A. I might be familiar with it.
 25 Q. I assume you've seen this check before?

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1 A. Yes, sir.
 2 Q. Okay. This is -- you recognize this as the check
 3 from CAM for the full 755,893.89, correct?
 4 A. Correct.
 5 Q. And that was, as I understand from documents that
 6 have been filed and other things, that was the amount that --
 7 that you guys were owed on this project for the equipment
 8 provided, correct?
 9 A. I don't have our invoice in front of me, but I --
 10 it's -- I believe it's correct.
 11 Q. We'll look at those later, but it's close. Okay.
 12 As I understand it, Shane Norman received this
 13 check; is that right?
 14 A. Yes.
 15 Q. Okay. Do you have any understanding -- I talked to
 16 Shane about his, and you may not know. Do you have any
 17 understanding as to why you guys accepted a postdated check
 18 from Mr. Carvalho?
 19 A. I -- honestly, no.
 20 Q. Okay. Did he ever communicate anything directly to
 21 anybody at Cashman, you or otherwise, other than Shane, any
 22 reason why he would need to give you guys a postdated check?
 23 A. No.
 24 Q. Okay. Did you ever have any conversations with
 25 Shane Norman about the fact that you guys had accepted a

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1 postdated check from -- from CAM?
 2 A. No.
 3 Q. Okay. I'm guessing it's not something you typically
 4 do, Cashman typically does, accepting postdated checks in
 5 situations like this?
 6 A. Not to my knowledge.
 7 Q. Okay. You testified earlier that it was your --
 8 that everybody's understanding kind of was: Mojave's paying
 9 CAM, CAM's paying you guys, and that's going to be a fairly,
 10 you know, simultaneous process, correct?
 11 A. Correct.
 12 Q. Okay. Did it concern you that this check was dated
 13 a handful of days after -- well, let me ask you this: Do you
 14 have an understanding as to whether Mojave paid CAM the
 15 755,893? Do you have an understanding as to whether that
 16 actually happened?
 17 A. I believe that happened, yes.
 18 Q. Okay. And then --
 19 A. I haven't seen that check, so I -- but I believe
 20 it's happened.
 21 Q. Okay. I can get it for you as an exhibit, but I
 22 don't think it necessarily matters.
 23 And then CAM gives you guys a check, but it's dated
 24 a few days later. Did that give -- would that be something
 25 that would cause you -- typically in a situation like this

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1 cause you concern?
 2 MS. ROBINSON: I'm going to object to incomplete
 3 hypothetical, and he already stated he had no knowledge.
 4 MR. BOSCHEE: Well -- okay. I'm saying --
 5 THE WITNESS: I --
 6 MR. BOSCHEE: -- as to this personally but --
 7 THE WITNESS: I was on vacation when this
 8 happened --
 9 Q. (BY MR. BOSCHEE) Oh, okay.
 10 A. -- so I didn't know -- I didn't know any of this was
 11 even going on until I got back --
 12 Q. Okay.
 13 A. -- a week later.
 14 Q. You got back and there's a stop payment on this
 15 check, correct?
 16 A. Welcome back. Yes.
 17 Q. Exactly. Again, thank you for that vacation.
 18 Do you guys have -- I mean -- I say you guys, I keep
 19 saying that, I mean Cashman. Do you have a procedure,
 20 standard procedure, when a creditor fails to fund like -- as
 21 in a situation like this?
 22 A. You know, that's probably a question best asked of
 23 Shane.
 24 Q. Okay.
 25 A. I'm not really in the -- I'm not typically involved

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1 directly in the collections business.
 2 Q. Okay. Well, let me ask you a different way, because
 3 I did ask Shane this. Are you aware of any protections that
 4 the company has to try to protect itself from something like
 5 this happening?
 6 A. Certainly the lien process.
 7 Q. Right.
 8 A. You know, in a lot of cases, situation like this, we
 9 would ask for a joint check. And I believe we did. And
 10 again, this was Shane's, so I'm -- this is a discussion with
 11 Shane, so it's secondhand.
 12 Q. Sure.
 13 A. But my understanding is that he did ask to do a
 14 joint check and was told that that was a problem. And I'm not
 15 sure he was ever told why it was problem, but they didn't want
 16 to do it.
 17 Q. Okay. Were you ever told by anybody why a joint
 18 check was a problem?
 19 A. The one time I had a discussion with Pete Fergen
 20 about it early on he -- I think he had a concern that a joint
 21 check would create a -- what am I looking for -- a potential
 22 inconsistency in the process of using a disadvantaged
 23 business. He was afraid the paperwork wouldn't look
 24 appropriate.
 25 Q. Okay. These --

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1 A. That was my impression of what he answered.
 2 Q. Sure.
 3 These other jobs that you had worked on with
 4 disadvantaged owners, with minority contractors, on those jobs
 5 did you receive joint checks, or did it go the process like
 6 this where the minority contractor got paid and then paid you?
 7 A. Minority contractor got paid and paid us. We were
 8 usually dealing with people of -- of greater financial
 9 strength.
 10 Q. But the process --
 11 A. And quite frankly, this was easily the biggest job
 12 we had ever done in this process as well.
 13 Q. Right.
 14 A. We were usually working in the 30- to \$50,000 range.
 15 It was a completely different scale.
 16 Q. Three quarters of a million dollars was a little
 17 bit --
 18 A. Correct.
 19 Q. Was the outlier in that?
 20 A. Right.
 21 Q. But the process, the actual process, was the same in
 22 the other jobs as it was here where the minority contractor
 23 gets paid, then you get paid? Kind of, you know, one check,
 24 then another check?
 25 A. Correct.

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1 Q. Okay. As I understand it, no one else from Cashman
 2 ever accompanied Mr. Carvalho to a financial institution or
 3 anything like that, it was just Shane that was dealing with
 4 him directly, correct? As far as you know?
 5 A. As far as I know.
 6 Q. Now, going back to the joint check question, if you
 7 will, you worked on a few dozen projects with Mojave, have you
 8 ever gotten a joint check from Mojave on any of those
 9 projects? That you can recall?
 10 A. No, not that I can recall.
 11 Q. Okay. And they -- and I understand they wouldn't --
 12 again, Pete Fergen may have said -- but for whatever reason
 13 they didn't want to do a joint check on this project, and you
 14 guys proceeded anyway, right? I mean it wasn't -- that didn't
 15 cause you guys pause in not -- in not finishing -- you know,
 16 going forward and giving the lien release, did it?
 17 A. Did it not give us pause? It was certainly not what
 18 we would have preferred.
 19 Q. Okay.
 20 A. So to say that it -- it probably did give us a
 21 little bit of pause. But you know in -- in my discussions
 22 with Shane after the fact, as he said, you know, we don't
 23 usually have a problem with \$750,000 checks bouncing, it's
 24 usually the \$3,000 checks that bounce. So it just -- it just
 25 really at that point hadn't entered our mind that somebody

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1 would do something like this.
 2 Q. Okay. We'll get to this in a minute as well but --
 3 you did supply an unconditional lien release in exchange for
 4 -- not a joint check, but the check from CAM, correct?
 5 A. I don't know. I wasn't there.
 6 Q. That wasn't you?
 7 A. That wasn't me.
 8 Q. Do you have an understanding as to whether that
 9 happened? I mean I don't -- we talked to Shane about this at
 10 length but...
 11 A. I don't know.
 12 Q. Okay. In the absence of a joint check, are you
 13 aware of any other precautions that you guys undertook at that
 14 point?
 15 A. Again, as far as I know the project was liened or
 16 preliened.
 17 Q. Okay.
 18 A. Which, you know, usually is security enough on a
 19 government project that you're going to get paid.
 20 Q. Sure.
 21 And a lot of these are -- these are probably going
 22 to be pretty quick questions because I talked to Shane about
 23 them a little bit, but you may have -- there were a couple
 24 things that he wasn't able to identify. He said you might
 25 know.

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1 A. Okay.
 2 Q. Are you familiar with the steps that Cashman has
 3 taken subsequent to the two bounced checks to obtain funds
 4 from Mr. Carvalho?
 5 A. You know, from a very high level. I know that I
 6 personally went and knocked on his door one day. Shane and I
 7 both knocked on his door one day. We tried some very direct
 8 things to try and physically collect money. Not to threaten
 9 the guy, but to you know compel him to pay. And those were
 10 obviously unsuccessful.
 11 But other than that when it reached the point of
 12 where it was beginning to become apparent that there was
 13 something not right, (the first thing I did when I got back
 14 from vacation is I heard about this, and I sent an e-mail to
 15 Pete and I said should we be considering you guys stop payment
 16 on his check, because we're -- and -- and he had changed his
 17 e-mail address, he changed his phone number. All the
 18 information that I had on him from his business card that he
 19 gave me in our initial meeting was all invalid.
 20 Q. Just so we're clear, when you say Pete, you mean
 21 Pete Fergen?
 22 A. Pete Fergen. Yep.
 23 And so I e-mailed Pete and said, you know, we're
 24 trying to reach him. We're not able to reach him. He's not
 25 answering his phone. He's not answering his e-mails. Now it

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1 turned out that he had changed his phone numbers and e-mails
 2 and I didn't know that. That's why he wasn't responding. Um,
 3 well, I think.
 4 But I did at that point ask Pete, do you guys want
 5 to consider stopping payment on your check? And that was --
 6 that was the first thing that came to my mind is if this guy
 7 is going to scamper, you know, maybe we can do something real
 8 quick to protect Mojave.
 9 Q. Okay.
 10 A. And so -- and I don't know -- we never verbally had
 11 a conversation about it, and so I don't know what they talked
 12 about internally --
 13 Q. Okay.
 14 A. -- with that. But that was -- I mean it was -- at
 15 that point I was still in the mode of it's not too late, let's
 16 see if we can do something to protect us both. Mojave had
 17 been a tremendous partner to us for years. I didn't want to
 18 see them get hurt either.
 19 So -- and at that point that's what it -- it was
 20 starting to look like because of this -- you know, this guy
 21 was going to skip away with our money and go lay on a beach in
 22 Tahiti. So that was -- that was step one.
 23 And then we had some follow-up discussions, Pete
 24 got us some updated contact information. And that was when
 25 Shane and I started to get sort of aggressive with -- with

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1 trying to chase him down and collect the money. And it really
 2 did -- you know, he told us some stories about being deployed
 3 in Afghanistan and coming back in the middle of the night and
 4 all kinds of other craziness. And we didn't -- his stories
 5 were just plausible enough to be believable that the reason
 6 why he was having these delays -- the reason he stopped
 7 payment on the check was because we were sending him e-mails
 8 concerned about the funding of the check and all kinds of
 9 other things.
 10 It was really -- at that point it seemed very
 11 plausible that everything was just sort of a honest mistake
 12 and as soon as we got him face to face and at a financial
 13 institution he would be able to get us a check legitimately,
 14 get us paid, and all those other things. And that's what
 15 Shane attempted to do by going down to his bank with him with
 16 the second check.
 17 Q. Right.
 18 A. And then -- and then he bailed at the last minute,
 19 is my understanding. And that was when -- that was when the
 20 game was really afoot.
 21 Q. Okay. Other than the e-mail with Pete Fergen, did
 22 you have any follow-up conversations with folks at Mojave
 23 about, okay, this guy doesn't have any money in his bank
 24 account. He's slipped off with the funds. What can we do?
 25 A. I don't recall.

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1 Q. Okay.

2 A. I should, but I don't.

3 Q. Did you have any meetings with anybody at Mojave
4 about this issue?

5 A. I did not.

6 Q. Okay. Do you have any understanding -- other than
7 Shane, do you have any understanding as to whether anybody
8 else at Cashman did, had meetings with Mojave?

9 A. The only meeting we had with Mojave that I recall
10 specifically was -- now Shane was having discussions and those
11 kinds of things, and I'm sure you've got a record of those.

12 The only other meeting that we had was when we were
13 a good bit of the way down the road and we had told them that
14 we weren't going to perform startup on the equipment and those
15 kinds of things and things were starting to get sort of messy,
16 I sent an e-mail to Brian and to Troy. And I said, you know,
17 we've done a lot of projects together over the years -- and I
18 can't remember the exact words in my e-mail. I'm sure we
19 could find it.

20 But the gist of it was, we've done a lot of projects
21 over the years, we've had a lot of challenges, and we've
22 always been able to overcome them, can we get a few minutes of
23 your time to sit down and discuss this and see if there's some
24 place we can find some common ground and get this thing moving
25 forward.

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1 And I mean Troy called me within ten minutes of me
2 hitting the send button on the e-mail. He said, "Absolutely.
3 Come on down. Let's talk about it."

4 And I went down there with my boss, Joel Larson, and
5 Mike Pack, our president. And we met with Brian Bugney
6 (phonetic) and with Troy Nelson, and we discussed the
7 situation where it was and what we could do to get things
8 moving forward again somehow. And there really wasn't a whole
9 lot of resolution in that meeting. I mean certainly Mojave
10 had their stance and we had ours, and I don't think we really
11 made a lot of progress there.

12 Q. Well, let's walk through that a little bit. Let's
13 -- I want to follow up on that meeting because -- I may have
14 heard something different about that meeting.

15 But when you say Mojave had their stance and we had
16 our stance, specifically what do you mean by that?

17 A. You know, they wanted us to perform startup, and
18 Mike basically told them that we would be glad to perform
19 startup if they would cut us a check for \$755,000 we were owed
20 and we would perform startup.

21 Q. Okay. So at that point Cashman had not performed
22 the startup?

23 A. That is correct.

24 Q. Okay. Maybe getting back into the technician days,
25 what was required at that point in time to perform startup, if

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1 you recall?

2 A. You know, at that stage of the game it was still
3 pretty early on. Mojave would -- to kind of step through at a
4 real high level, Mojave would perform installation, which
5 involves putting the equipment in place, hooking it up,
6 verifying wiring, doing some different things against the
7 schematics that we provided them. It's a pretty
8 straightforward deal from their standpoint.

9 And then we have -- we have two stages to startup,
10 basically. We have a technician that goes out and verifies
11 that the installation is correct and everything was done
12 correctly. He verifies wiring and -- basically verifies
13 Mojave's work and makes sure that it's done to the factory
14 standard.

15 And the second part of startup is actually
16 physically starting to energize equipment, make equipment
17 work, activate the electronics, physically start running
18 equipment, setting up controls, adjusting controls, doing
19 different things. And if all -- there's a checklist that we
20 have to do on all the pieces of equipment. And that would be
21 the generators, the switchgear, the transfer switches and the
22 Mitsubishi UPS that are -- that we have checklists from the
23 factories that tell us the things that have to be done.

24 And we go through those checklists. And it's
25 basically just verifying that everything is operating

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1 correctly and there's no -- there's no defects in materials of
2 workmanship at that point. And then when we're done
3 performing those checklists, the customer signs a document
4 that they've received the equipment, it's in good running
5 order, and it now has a viable factory warranty.

6 Q. And those protocol codes that we talked about
7 earlier, about a half hour ago, that's part of that startup
8 process as well, isn't it?

9 A. That would have been part of that process, yes.

10 Q. Energizing and all that --

11 A. Uh-huh.

12 Q. -- okay.

13 And that's -- and none of that, the inspection of --
14 of the installation or the energizing startup, any of that,
15 that hadn't been done when you had the meeting with Mojave,
16 correct?

17 A. No.

18 Q. As to the equipment?

19 A. No.

20 Q. As I understand it, and correct me if I'm wrong
21 about this, but the equipment was delivered, but before you
22 guys could go back and inspect anything or do any of the
23 startup, you know, the energizing or anything, this -- this
24 check issue happened, and that was pretty much where you guys
25 stopped doing anything, correct?

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<p>1 A. That is correct.</p> <p>2 Q. Okay. Are you familiar -- Shane talked about this a</p> <p>3 little bit, and I don't know if you're familiar with it or</p> <p>4 not. But there was -- you guys submitted this to the -- to</p> <p>5 the bad check department, I understand?</p> <p>6 A. Of the District Attorney's office?</p> <p>7 Q. Yes.</p> <p>8 A. Yes. Correct.</p> <p>9 Q. Okay,</p> <p>10 A. I'm not sure of the timing of that, but I know Shane</p> <p>11 was -- that was one of his first things that he, Shane did.</p> <p>12 Q. Are you familiar with what's happening in that case?</p> <p>13 I understand a Grand Jury was apparently called?</p> <p>14 A. I testified in front of a Grand Jury. That's the</p> <p>15 extent of what I know.</p> <p>16 Q. Do you know what the proceeding was that you</p> <p>17 testified at, what stage of the -- of the process that was in?</p> <p>18 A. I --</p> <p>19 Q. If you don't know, you don't know.</p> <p>20 A. I don't know.</p> <p>21 Q. Okay. That's fine.</p> <p>22 Do you have a general understanding of what's going</p> <p>23 -- what's happening with that case? Obviously, you testified</p> <p>24 so...</p> <p>25 A. With the exception of my testimony, I have none.</p>	<p>1 Q. Okay. And he was someone that you dealt with? He's</p> <p>2 someone at Mojave you personally dealt with a fair amount?</p> <p>3 A. For a lot of years, yes.</p> <p>4 Q. Right. Okay.</p> <p>5 Before we broke I marked CAT application for credit</p> <p>6 for CAM Consulting as Exhibit 4. You recognize this document?</p> <p>7 A. I do.</p> <p>8 Q. Did you see this document prior to using CAM on this</p> <p>9 job? Did you review this document --</p> <p>10 A. No.</p> <p>11 Q. -- I know Shane did?</p> <p>12 A. No.</p> <p>13 Q. Okay. But you had an understanding that an</p> <p>14 Application For Credit was filed out by CAM, correct?</p> <p>15 A. I had an understanding, yes.</p> <p>16 Q. Because otherwise if they didn't you wouldn't have</p> <p>17 been able to use them on -- use them going forward, could you?</p> <p>18 A. Right. Even the fact that it wasn't necessarily the</p> <p>19 understanding that it was going to be a credit transaction, so</p> <p>20 to speak, we weren't extending them 30-day terms -- even when</p> <p>21 we dealt with somebody on a cash basis, we have them fill out</p> <p>22 these applications so we have their pertinent information and</p> <p>23 they sign, you know, that they're going to comply with our</p> <p>24 terms and conditions and those kinds of things.</p> <p>25 Q. Yeah, you anticipated my next question, which is,</p>
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<p>1 Q. Okay. Has Mojave participated in that -- in that</p> <p>2 case at all, to the best of your knowledge?</p> <p>3 A. I don't know.</p> <p>4 Q. Okay, that's fine.</p> <p>5 I want to just get into the project briefly. I'm</p> <p>6 going to show you -- you're probably not going to know a lot</p> <p>7 about this document, but I'm going to show it to you anyway.</p> <p>8 A. Sure.</p> <p>9 (Exhibit No. 4 marked.)</p> <p>10 MS. ROBINSON: Can we take a break?</p> <p>11 MR. BOSCHER: Sure. When we come back, we'll talk</p> <p>12 about Exhibit 4.</p> <p>13 (A brief recess was taken.)</p> <p>14 MR. BOSCHER: Back on the record.</p> <p>15 Q. (BY MR. BOSCHER) You understand you're still under</p> <p>16 oath?</p> <p>17 A. Yes, sir.</p> <p>18 Q. Okay. Off the record we had a ten-second</p> <p>19 conversation about Pete Fergen's position with Mojave. Could</p> <p>20 you tell me what that is?</p> <p>21 A. His -- he's a vice president. He manages a lot of</p> <p>22 their -- he manages most of their larger projects. He does</p> <p>23 their major product purchasing, handles a lot of logistics,</p> <p>24 and has several folks work for him that handle the -- that</p> <p>25 handle the direct logistics for him</p>	<p>1 even though this was a cash transaction, you're still going to</p> <p>2 have a minority contractor in a situation like this fill out</p> <p>3 the credit application so that you've got the information --</p> <p>4 A. Yes --</p> <p>5 Q. -- correct?</p> <p>6 A. -- sir.</p> <p>7 Q. Okay. And in this case, they filled out -- as I</p> <p>8 understand the process, they fill out the Application For</p> <p>9 Credit and then there's the -- the invoicing starts taking</p> <p>10 place from you to them, correct? I mean, there's nothing --</p> <p>11 there's nothing in between that is there?</p> <p>12 A. I --</p> <p>13 Q. As far as --</p> <p>14 A. You know, honestly I'm not sure. Ordinarily there</p> <p>15 is a process of, you know, checking trade references and those</p> <p>16 kinds of things. And I'm honestly not sure if Shane did that</p> <p>17 in this case or not, understanding that it was going to be</p> <p>18 sort of a check exchange. So I don't know the answer to that.</p> <p>19 Q. Okay. And we did talk to Shane about that. I don't</p> <p>20 think it necessarily matters for what we're talking about.</p> <p>21 But I guess what I'm asking is: There wasn't -- there isn't</p> <p>22 some other document that transpires between the credit</p> <p>23 application and the beginning of invoicing that I just haven't</p> <p>24 seen, is there, between you and CAM?</p> <p>25 A. That -- a purchase order.</p>

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1 Q. Right.
 2 A. Right. That's it.
 3 Q. Let's go to the first invoice or an invoice.
 4 (Exhibit No. 5 marked.)
 5 Q. (BY MR. BOSCHEE) These are -- Exhibit 5, take a
 6 look at them -- are some invoices that I'm guessing are going
 7 to look familiar to you I hope.
 8 A. Yes.
 9 Q. Okay. Followed up with -- we've got the Bill of
 10 Lading in the back?
 11 A. Bill of Lading.
 12 Q. I assume you are familiar with these documents?
 13 A. Yes.
 14 Q. Now, just to be clear about something, did -- to the
 15 best of your understanding, Cashman ever enter any contract
 16 directly with Mojave on this project?
 17 A. I don't know how to answer that question. And the
 18 reason I say that is because the purchase order was a Mojave
 19 Electric purchase order. It was on their letterhead. And I
 20 believe the line said, Care of CAM Consulting or something --
 21 Q. Okay.
 22 A. -- along those lines. So I guess I'm not sure how
 23 to answer that.
 24 Q. Well, let me ask you -- let me ask you a better
 25 question: There's no -- there's no signed written contract

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1 between Cashman and Mojave that I just haven't seen for this
 2 project, is there?
 3 A. With the exception of that purchase order that --
 4 Q. The purchase order, right.
 5 A. No.
 6 Q. As a part of -- of the overall -- of the overall
 7 agreement between CAM, Cashman, and Mojave, could you just
 8 tell me generally what was the scope of work that Cashman was
 9 going to perform on this project, kind of start to finish?
 10 A. Okay. We would take the purchase order and provide
 11 what we call submittals, which is basically a technical
 12 description of the equipment we proposed to provide. And we
 13 provide those submittals to Mojave Electric, and they provide
 14 those to Whiting-Turner, who in turn provides them to the
 15 architects and engineers that design the building.
 16 And basically everybody just reviews everybody's
 17 scope of work and what they're proposing to use to make sure
 18 it meets with their specifications and requirements. And I
 19 don't know the specific details relative to this because I'm
 20 not the person that directly reviews those anymore. But I
 21 believe there was a few questions relative to some of our
 22 equipment that the engineers came back with, but there was
 23 nothing -- they were all of a very minor nature. And -- and I
 24 believe we addressed those questions.
 25 And we received a release from Mojave Electric to go

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1 ahead -- the release basically signals us, go ahead and order
 2 the equipment. So we went ahead and ordered equipment. The
 3 equipment gets built, produced, modified in some cases, and
 4 then delivered to the site. And that's the Bills of
 5 Lading --
 6 Q. Sure.
 7 A. -- that are on here. And we delivered the
 8 generators and the transfer switches, the paralleling gear and
 9 the UPS to the site, coordinating with -- I believe Chris
 10 Meyers is the project manager on this job for Mojave. And
 11 we -- our project manager handled all the logistics with
 12 Chris, getting everything to the site when they needed it,
 13 where they needed it.
 14 Mojave unloads the equipment, installs the
 15 equipment, as we discussed earlier.
 16 Q. Right.
 17 A. When the equipment's all installed, they call us out
 18 to perform startup. And I kind of outlined that process as
 19 well. And at the end of all of that when the successful
 20 startup is completed, we complete the paperwork that we submit
 21 to Caterpillar and Mitsubishi that states that the startup was
 22 completed by a factory-certified technician, everything
 23 conforms to their requirements as far as the installation
 24 goes, and we're good to start the warranty at that time on all
 25 both those pieces of -- or three of those pieces of equipment.

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1 Q. Okay.
 2 A. That's pretty much it. I -- as I said earlier, some
 3 of the, I guess what I would call fine-tuning of the project,
 4 how they're going to comply with the fire department as far as
 5 alarms and their fire command room and some different things,
 6 a lot of that stuff is somewhat of a fluid situation. And
 7 when we get to the end -- we have an idea at the beginning how
 8 we're going to address that, but sometimes what we plan on
 9 doing at the beginning is not exactly what happens at the end.
 10 And so we -- we, you know, typically participate in
 11 some meetings. We discuss how we intend to address whatever
 12 it is they're asking for. And then we go through the process
 13 of doing that. It's usually not a tremendously big deal.
 14 Q. That was very thorough. It was a good answer to my
 15 very vague question.
 16 We discussed earlier the scope and you just
 17 discussed the scope involved the installation of the st -- the
 18 startup primarily of a lot of this equipment down the line a
 19 little bit. And that never happened, correct, because of the
 20 check?
 21 A. Right.
 22 Q. Right.
 23 A. We put an all stop to everything.
 24 Q. Sure.
 25 Now, looking at this exhibit -- looking at the Bill

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1 of Lading first -- Bills of Lading, you see at the top there
2 it says -- the date on there is 1/17/11. Does that comport
3 generally with your recollection of when most of this
4 equipment was delivered? January, early February of 2011?

5 A. Without having my calendar in front of me it seems
6 right.

7 Q. Okay. The reason I ask -- and then we'll move on to
8 the next -- because the first two invoices which constitute,
9 you know, the majority -- it's actually the first three pages
10 of this exhibit, you've got the first invoice there for
11 598,936.26?

12 A. Uh-huh.

13 Q. And then the 156,627.92. And they're both dated
14 February of 2011, February 1st of 2011. Again, does that
15 comport generally with your understanding of when this
16 equipment was delivered to the site?

17 A. The February 1st date or the January 17th?

18 Q. Well, either one. I mean I guess -- let me ask you
19 a better question.

20 A. Because we have two different things here.

21 Q. Sure.

22 A. The January 17th I'm going to say is probably the
23 date that the equipment left the factory, and then the
24 February 1st date is probably pretty close to when the stuff
25 actually arrived on the site.

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1 Q. Okay.

2 A. Does that make sense?

3 Q. Yeah, and that's what I was going to ask you?

4 A. Okay.

5 Q. The Bill of Lading is probably when the stuff
6 leaves. And then sometime before February 1st is when the
7 equipment arrives on the site, because then you send the
8 invoice out because the equipment's been delivered --

9 A. That is correct.

10 Q. -- correct?

11 Okay. So that's most of it, it looks like. And
12 then I've got another one that's the fourth page in. It looks
13 like some miscellaneous lugs essentially were -- were
14 delivered for \$329.71, it looks like March 25, 2011. Do you
15 have a specific recollection of that?

16 A. I have no idea.

17 Q. Okay. But per your understanding, almost all of the
18 equipment, other than maybe these lugs, all of that stuff was
19 delivered to the site a little bit before February 1st, 2011;
20 is that right?

21 A. Yes.

22 Q. Okay. Sitting here -- and if you add -- I'll
23 represent to you if you add the three invoices up -- we talked
24 about this earlier. I did the math, and I'm not very good at
25 this, but I'm guess -- it comes out to 755,893.89. Do you

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1 have an understanding of whether Cashman delivered any
2 materials or did any additional work on -- on the City Hall
3 project after the -- you know, after March of 2011?

4 A. The only thing that I know of is we have a -- we
5 have a factory project manager for paralleling gear
6 specifically who visited the site sometime after this, just to
7 review the installation and those kinds of things. And I
8 don't remember the specific date.

9 Q. When you say after this?

10 A. Right.

11 Q. Is that after the installation or after delivery?

12 A. After delivery.

13 Q. Okay. Would it have been shortly after the
14 delivery?

15 A. Pretty shortly.

16 Q. I'll introduce another exhibit. This might help.
17 (Exhibit No. 6 marked.)

18 Q. (BY MR. BOSCHKE) Exhibit 6, I will represent is --
19 is what appear would be my client's daily log.

20 A. Okay.

21 Q. Okay. This is the last -- if you take a look -- and
22 we've got some -- we've got some dates on here. And it's got,
23 (as read): Description of work performed. It's kind of hard
24 to read. And this goes into -- this is that right -- this is
25 between, if you look at the dates, January 20th, January 21st,

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1 after the Bill of Lading, but before the invoice.

2 January 21st, this is the last record that my client
3 has of Cashman actually being onsite. Do you have any
4 understanding or documentation that Cashman was onsite after
5 this, after January 21st?

6 A. I don't because that gentleman doesn't work for
7 Cashman, he works for the factory.

8 Q. Okay.

9 A. So I -- and I couldn't tell you what the date was.
10 I couldn't tell you what the date was.

11 Q. Okay.

12 MS. ROBINSON: Can you clarify who you mean by "my
13 client"?

14 MR. BOSCHKE: Oh, I'm sorry.

15 MS. ROBINSON: Who you're identifying, because you
16 have so many.

17 MR. BOSCHKE: I understand.

18 You've got -- what you've got here is a -- is a
19 Whiting-Turner document. I believe this was actually filled
20 out by Mojave.

21 MS. ROBINSON: Oh.

22 MR. BOSCHKE: By the subcontractor. And the reason
23 I say that is because it's a Subcontractor's Daily Log, and it
24 says, (as read): Trade, Mojave.

25 Q. (BY MR. BOSCHKE) So someone from the factory came

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1 out in the -- you know, shortly after delivery of the stuff to
2 inspect it, but you don't have any knowledge or documentation
3 that anybody from Cashman was actually onsite or delivered any
4 materials after January 21st of 2011, do you?

5 A. Not to my knowledge.

6 Q. Okay. Do you have any -- again, there's the factory
7 person that came out -- I understand the factory person is not
8 a Cashman employee, correct?

9 A. That is correct.

10 Q. Okay. Do you have any -- any record or knowledge of
11 any work that Cashman performed after January 21st of 2011?

12 A. I don't.

13 Q. Kind of what I'm getting at is, we talked about the
14 fact that there was a bunch of stuff that was going to happen,
15 but then the check incident happened so you guys never got to
16 the inspection and then the -- the startup. So after delivery
17 of this stuff, January 20th and 21st, you guys were done, you
18 guys didn't do any other work on this project, correct?

19 A. Right. At that point we're in a wait mode for
20 Mojave to contact us and let us know they want us out to the
21 site.

22 Q. Sure.

23 And then the -- the check unfortunate happens
24 and then that was that?

25 A. Right.

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1 Q. So the scope of work that we talked about earlier
2 that include the startup and everything, there's no -- we're
3 not -- we don't have any dispute between us, you guys didn't
4 complete the scope of work that you had originally agreed to
5 do, correct?

6 A. Correct.

7 Q. Because you didn't get paid?

8 A. Right.

9 Q. Right. Okay.

10 And the work that was left to be completed, just so
11 I've got this clear in my mind, was you guys were going to go
12 out inspect the installation that Mojave and/or whoever had
13 done with the equipment and then perform the startup, correct?

14 A. Correct.

15 Q. And that was going to involve those protocol codes
16 that we talked about earlier, correct?

17 A. That would involve -- that would be part of it, yes.

18 Q. Okay. Did you guys receive -- do you recall
19 receiving a demand from Mojave to complete the work -- to
20 complete your scope of work? Does that ring a bell?

21 A. I'm not sure about a demand. I got an e-mail
22 asking.

23 Q. Let's start there.

24 A. Yeah. I got an e-mail asking and -- and I, you
25 know -- from Pete Nergen.

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1 Q. Okay.

2 A. And I said, you know, we're not in a position to be
3 able to do that. We got to work this money thing out first
4 and then we'll be out.

5 Q. Sure.

6 Was that e-mail before or after you had the meeting
7 with Brian and Troy?

8 A. Before.

9 Q. Okay. So Pete sends you an e-mail saying, hey, you
10 know got this problem, but we really need you to come out and
11 get the inspection and startup done. You say, no, you know
12 this money issue is a big deal. And then sometime after that
13 you send an e-mail to Troy. Troy calls you up. You guys go
14 and have a meeting, but that doesn't resolve it either,
15 correct?

16 A. Correct.

17 Q. Okay. And just so I understand, the reason you guys
18 -- when I say "you guys," you being part of the
19 decision-making process, I'm assuming, did not do the
20 inspection and startup is because you didn't get paid,
21 correct?

22 A. Correct.

23 Q. Were there any other issues that you -- I mean --
24 and again, you know, other issues besides the \$755,000 you --
25 but were there any other issues or reasons that you wouldn't

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1 have gone out and done the inspection or the startup?

2 A. No.

3 Q. Did you receive any complaints from Mojave about the
4 quality or functioning of the materials that were provided?

5 A. No.

6 Q. Okay. Do you recall anybody at Mojave ever
7 requesting repair of any of the equipment that was provided?
8 Does that ring a bell?

9 A. No.

10 Q. You personally didn't -- don't have knowledge of
11 that?

12 A. Don't recall that.

13 Q. Then obviously the follow-up of that would be: You
14 don't recall ever actually going out and repairing any of the
15 equipment out at the job site, do you?

16 A. No.

17 Q. Okay. Because again, January 21st that's -- you
18 guys haven't gone back out there to do any inspection,
19 installation, or repair any other work out there, have you?

20 A. Not to my knowledge.

21 Q. Okay. Do you have an understanding -- did anybody
22 at Mojave communicate to you they were going to try to hire
23 some folks, other contractors, to complete your work?

24 A. Yes.

25 Q. Who communicated that to you?

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1 A. Pete Forgen.
 2 Q. What did Pete tell you?
 3 A. He said first he was going to contact some
 4 neighboring CAT dealers to see if they could get one of them
 5 to do it. And then -- and that was sort of the end of our
 6 conversation in that regard because it -- because the
 7 understanding is that only an authorized Caterpillar dealer
 8 can start this equipment up.
 9 Q. Okay.
 10 A. So I -- when -- when we started hearing rumors that
 11 maybe there was an independent company out there starting
 12 up, I was not aware that they were looking at hiring an
 13 independent.
 14 Q. Okay. When you are talking to Pete and had the
 15 meeting with Brian and Troy -- I want to be -- I want to be
 16 clear about this so I -- so I know. There was no dispute that
 17 you guys weren't -- that you weren't paid, that CAM's check
 18 bounced. Why were they asking you -- or what were they
 19 communicating to you that they want -- as a reason to go out
 20 there and finish the job?
 21 A. You know, our discussions at that point were
 22 basically it needs to be done.
 23 Q. Okay.
 24 A. They have obligations to Whiting-Turner. Whiting-
 25 Turner has obligations to the owner. And they -- you know, it

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1 needed to be done.
 2 Q. Okay. During those meetings, those communications,
 3 did they articulate to you that, well, we did pay. We paid
 4 CAM, so the work needs to get done and you guys need to figure
 5 out what to do with CAM? Was part of the rationale, if you
 6 will?
 7 A. I'm not sure if that was specifically spoken --
 8 Q. Okay.
 9 A. -- but I -- that was certainly the implication.
 10 Q. Okay. And sitting here right now -- again we talked
 11 about this earlier -- but you don't -- you don't have any --
 12 you don't dispute that Mojave paid CAM, do you?
 13 A. I -- without having direct knowledge of it, I don't
 14 necessarily dispute it.
 15 Q. Okay. And we talked earlier, you didn't actually do
 16 the exchange, but there was an unconditional lien release
 17 provided for this work, correct?
 18 A. I -- it looks like you have it there so I'm --
 19 Q. I do. I'm going to show it to you.
 20 A. I've never -- I've not seen it.
 21 Q. You've never seen it?
 22 A. I have not.
 23 Q. Okay.
 24 A. I don't -- that's a Shane Norman -- that's his
 25 department and their function that takes care of that.

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1 Q. Understand. And I'm not going to have you look at a
 2 document that you haven't seen.
 3 Were you -- did you play any part in -- in the lien
 4 process in terms of getting the process started or anything
 5 else, or was that all Shane?
 6 A. Pretty much all Shane. The only thing -- the only
 7 part of that process that our department has is we provide the
 8 customer with a form to fill out with the prelien information
 9 so we have all the interested parties' information and those
 10 kinds of thing. Other than that, I -- after that, it's pretty
 11 much Shane's department's --
 12 Q. Okay.
 13 A. -- rodco.
 14 Q. Okay. The lien's dated April 26th, 2011 and signed
 15 under a notary. Do you have any reason to dispute that date
 16 as the lien date? I mean does that comport with your
 17 understanding of when you guys liened the project -- or I
 18 mean --
 19 MS. ROBINSON: I'm going to --
 20 Q. (BY MR. BOSCHEE) -- gave the lease -- gave the
 21 release? Because we're going to look at the Right to Lien in
 22 a second.
 23 A. I guess I have no comment.
 24 Q. Okay.
 25 A. I don't know.

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1 Q. You just don't know?
 2 A. Right.
 3 Q. Okay. Well, let's take a look. Maybe you don't --
 4 maybe you don't know this, I've got a Notice of Right to Lien.
 5 Have you ever seen that document before?
 6 A. I have not.
 7 Q. Did you provide any equipment -- any equipment? You
 8 did provide equipment.
 9 Did you provide the information with respect to
 10 getting that process started, the Right to Lien?
 11 A. Again --
 12 MS. ROBINSON: I object, he -- asked and answered.
 13 MR. BOSCHEE: Well, he said he --
 14 Q. (BY MR. BOSCHEE) He (sic) said that your company
 15 provided some information with respect to the release and --
 16 and the lien itself. The prelien information --
 17 A. Right.
 18 Q. -- like what did you -- what did you provide in
 19 terms of the prelien?
 20 A. The prelien is essentially -- I haven't seen the
 21 form in a while, to tell you the truth. But the last time I
 22 saw it, it's basically a list of the interested contractors on
 23 the job, the owner, names, addresses, contacts. There's
 24 really not much else to it.
 25 Q. And you didn't -- you've never actually seen the --

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1 the Notice of Right to Lien for -- with respect to this
 2 project, have you?
 3 A. I have not.
 4 Q. Well, then I'm not going to ask you about it.
 5 Have you ever seen the lien, the actual Notice of
 6 Lien for this project?
 7 A. I have not.
 8 Q. Did you participate in any way, shape, or form with
 9 putting that document together?
 10 A. Again, with the exception of the prelien process,
 11 no.
 12 Q. Okay. This document -- this Notice of Lien is dated
 13 June 21st, 2011, signed by Shane Norman. Do you have any
 14 reason to -- and it looks like it was recorded on -- the next
 15 day, June 22nd, 201 by Ms. Robinson. Do you have any reason
 16 to doubt that that's the date the lien was recorded? Any
 17 reason to dispute that?
 18 A. No.
 19 Q. Okay. Follow-up question, I'm going back again off
 20 my own line: Do you have an understanding as to why you guys
 21 didn't give a conditional lien release with respect to the
 22 755,000, as opposed to an unconditional lien release?
 23 A. I don't.
 24 MS. ROBINSON: Objection, asked and answered.
 25 Q. (BY MR. BOSCHEE) Or was that a -- was that a -- was

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1 that a decision you were part of?
 2 A. Again, I was on vacation.
 3 Q. Okay.
 4 A. So that was a Shane decision.
 5 Q. Okay. You were completely out of the loop on that?
 6 A. That is correct.
 7 Q. On the other projects you had worked on or that you
 8 were a part of with the disadvantaged business owners or
 9 minority contractors where the check was cut and then the next
 10 check was cut to you guys, did you provide unconditional lien
 11 releases on those projects, if you know?
 12 A. If we liened the project, at some point we would
 13 have had to provide an unconditional release to close out the
 14 job.
 15 Q. Okay.
 16 A. So logic says yes, we have. I'm not -- I don't see
 17 them very often.
 18 Q. Right.
 19 Let me -- let me ask you another way. On those
 20 other projects -- we talked about the process, right. There's
 21 -- the minority contractor gets a check and then they cut a
 22 check to you guys, correct?
 23 A. (Witness nodding.)
 24 Q. Do you have an understanding as to whether a
 25 conditional release was given upon the first check being cut

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1 and then an unconditional release being given once the
 2 minority contractor's check cleared your financial
 3 institution, or was it just, it got paid, here's the
 4 unconditional release, if you know?
 5 A. I don't know. That's a Shane question. Sorry.
 6 Q. Okay, yeah. And I think we did ask Shane that
 7 question, but anyway.
 8 MS. BRISCOE: He said you would know.
 9 MR. BOSCHEE: He did say you would know.
 10 MS. ROBINSON: I don't recall that actually.
 11 MR. BOSCHEE: He did. Well, I've got his transcript
 12 here.
 13 Q. (BY MR. BOSCHEE) But he said you might know that.
 14 A. That's -- that's typically his.
 15 I -- I can tell you, if you take the minority
 16 contractor out of it --
 17 Q. Yeah.
 18 A. -- if we're dealing directly with a contractor,
 19 ordinarily the conditional release is provided upon -- we
 20 usually get paid in stages on a job like this, and they'll
 21 hold what's called a retention. And we'll get -- we'll sign a
 22 conditional release on the payment -- the majority payment,
 23 and we won't provide the unconditional until the retention is
 24 paid.
 25 Q. Until the thing's paid in full?

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1 A. Right.
 2 Q. But in this case, the 755 was -- was the entirety of
 3 -- was essentially the entirety of the payment --
 4 A. It's -- yeah --
 5 Q. -- per the invoices?
 6 A. I'm trusting your math.
 7 Q. Right. Don't make that mistake the second time
 8 but -- but it is, that's the correct number.
 9 Is that -- and that would -- given that there's no
 10 necessary retention at that point going forward, would that
 11 be -- that would be a typical reason -- you don't know
 12 specifically as to this project, but that would typically be a
 13 reason to give the unconditional instead of the conditional,
 14 because there's no retention to hold back?
 15 A. Correct.
 16 Q. Okay.
 17 A. That would make sense.
 18 Q. Do you have any knowledge of a claim made to
 19 Whiting-Turner with respect to this amount owed?
 20 A. I don't.
 21 Q. You don't. That was again -- that was a Shane issue
 22 completely?
 23 A. Yeah. Yep.
 24 Q. So sitting here right now you're not -- you're not
 25 familiar with the 90-day -- what's typically termed the 90-day

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1 notice to the general contractor, with respect to this?
 2 A. That was something that Shane was working with Mike
 3 on, and I -- frankly I'm not -- I wasn't involved.
 4 Q. Okay. That would be something -- if -- if there was
 5 something that Shane didn't know in his deposition about that
 6 that would be something I would need to talk to Mike about?
 7 A. Mike Pack.
 8 Q. The president?
 9 A. The president of our company.
 10 Q. Okay.
 11 A. I guess so, yes.
 12 Q. Okay. Sitting here right now are -- and this is the
 13 only -- I'll represent this -- this is a document disclosed
 14 because I -- I don't have any other ones.
 15 Are you aware of any -- of any other notices that
 16 were sent to Whiting-Turner, other than perhaps this 90-day
 17 notice? I mean did you personally communicate anything to
 18 Whiting-Turner, i.e., we didn't get paid. You know, we're
 19 going to make a claim on your bond. Anything like that?
 20 A. I did not.
 21 Q. Okay. That again would have been Shane and Mike,
 22 theoretically, or Mike?
 23 A. Yes, I -- for want of a -- I'm not sure.
 24 Q. Okay. The 90-day notice that was provided to
 25 Whiting-Turner is again -- it's at that same -- this one is

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1 June 24th, 2011. Do you have -- sitting here right now, do
 2 you have any knowledge or information as to -- as to any
 3 notices that were provided to Whiting-Turner prior to that?
 4 A. No, I don't.
 5 Q. Okay. Do you sitting here right now have any
 6 knowledge of any notices that were provided to any surety
 7 companies, Whiting or Mojave's, at any point during this
 8 process?
 9 A. No direct knowledge.
 10 Q. Okay. And who -- if anybody had that direct
 11 knowledge would it be Shane or Mike?
 12 A. Yes.
 13 Q. I want to go back to the initial meeting and -- the
 14 meeting with Angelo and you and Mojave. Specifically to the
 15 best you can recall, what did -- and was that -- was that with
 16 Pete or was it with Troy or Brian?
 17 A. It was with Peter.
 18 Q. Okay. Specifically, what did Pete tell you about
 19 their relationship or their working relationship on the other
 20 projects with CAM Consulting?
 21 A. Almost nothing.
 22 Q. Okay.
 23 A. He basically just introduced us and said that we've
 24 been -- we've had -- he -- I think he said something to the
 25 effect of, we're working with him on some other things. Seems

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1 like a really straight up guy. Can probably get us where we
 2 need to go on this project.
 3 Q. Okay.
 4 A. I'm paraphrasing, but I -- pretty close.
 5 Q. I understand. And it's been awhile, so remember
 6 specific words in a conversation is difficult. I get that.
 7 But during that conversation that kind of led you to
 8 the meeting with them, did he articulate that they had any
 9 kind of a special working relationship or that they had a
 10 personal relationship with Angelo Carvalho, other than just
 11 working on some projects with him?
 12 A. No.
 13 Q. Now, Cashman -- you guys -- Cashman has also brought
 14 a claim in this case for fraudulent transfer against Mojave.
 15 Are you familiar with that?
 16 A. I'm not.
 17 Q. You're not?
 18 A. No.
 19 Q. Okay. So asking you about the factual basis for
 20 that is probably -- probably something you're not going to
 21 know about.
 22 Let me ask you this: To the extent that any
 23 investigation was performed after the fact, after the check
 24 didn't clear, as to other business dealings between Mojave and
 25 CAM Consulting, would you have been involved in that?

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1 A. The only knowledge I had of any sort of prior
 2 relationship between Mojave and CAM was when we got -- when we
 3 subpoenaed CAM's financial records and bank statements and
 4 there were payments made to Mojave that appeared to be for
 5 transactions prior to this one. But that's the extent of what
 6 I know.
 7 Q. Okay. Did you -- after you got those bank
 8 statements, did you perform any follow-up investigation beyond
 9 that as to the other jobs or what the source of those payments
 10 would be?
 11 A. No. And when we sat in that meeting with Brian and
 12 Troy, you know Mike mentioned those transactions specifically.
 13 I think sort of -- he didn't want to -- I'm not sure why he
 14 didn't want to ask directly. But he didn't want to ask
 15 directly about them. But he did mention those transactions.
 16 And Brian and Troy pretty much just didn't acknowledge one way
 17 or the other their knowledge of those transactions.
 18 Q. I got to follow up on that because I don't -- when
 19 you say they didn't acknowledge one way or another, I mean --
 20 let me -- let me see if I understand this. What
 21 specifically did Mike ask them about those other payments?
 22 A. I believe Mike said something to the effect of that
 23 -- you know, the transactions we see on here, we see a couple
 24 of payments to Mojave for -- and they were large dollar
 25 amounts.

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<p>1 Q. Uh-huh.</p> <p>2 A. And Brian and Troy basically just didn't say</p> <p>3 anything.</p> <p>4 Q. They didn't deny them? They didn't tell -- say they</p> <p>5 were for another job? They didn't say anything?</p> <p>6 A. They didn't acknowledge.</p> <p>7 Q. Did they just sit there silently and not say</p> <p>8 anything about that question? It's a pretty loaded question.</p> <p>9 I mean I -- they didn't say a word?</p> <p>10 A. They did not say a word.</p> <p>11 Q. Did either of them say, well, we're just not going</p> <p>12 to talk about that or we're just not going to address that,</p> <p>13 that's apples and oranges, or I mean they literally didn't say</p> <p>14 anything?</p> <p>15 A. They did not acknowledge it.</p> <p>16 Q. I'm just imagining Troy Nelson sitting in a room not</p> <p>17 saying anything upon a question like that. I'm having a hard</p> <p>18 time reconciling that but...</p> <p>19 A. He's not the kind of guy to hold back on something.</p> <p>20 And that was why it was sort of noteworthy. That's why I</p> <p>21 remember it specifically is -- you know, Troy's not -- well,</p> <p>22 you know him. He's -- he's not a -- he's not somebody who's</p> <p>23 not a forthcoming person. And that was -- that's why it</p> <p>24 sticks in my mind, because it was so out of character.</p> <p>25 Q. Well, did you or Mike follow up with any questions</p>	<p>1 Q. You haven't been paid?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. But from an actual just going in there and</p> <p>4 putting the codes in and getting the stuff communicating, like</p> <p>5 physically there's no real issue there, you just don't want to</p> <p>6 do it because you haven't gotten paid, right?</p> <p>7 A. That is correct.</p> <p>8 MR. BRISCOE: Let me take two minutes, review my</p> <p>9 notes, and we might be able to get you out of here pretty</p> <p>10 quick.</p> <p>11 THE WITNESS: Okay.</p> <p>12 (A brief recess was taken.)</p> <p>13 MR. BOSCHEE: Back on the record. We'll be quick.</p> <p>14 THE WITNESS: No problem. I appreciate it.</p> <p>15 Q. (BY MR. BOSCHEE) You understand you're still under</p> <p>16 oath?</p> <p>17 A. Yes, sir.</p> <p>18 Q. Factory guy came out and inspected the site at some</p> <p>19 point. You don't know -- we don't have dates, that's fine.</p> <p>20 Did he ever provide you a report that you recall?</p> <p>21 A. Not us.</p> <p>22 Q. Okay. Who did he provide it to?</p> <p>23 A. Back to the factory.</p> <p>24 Q. Okay. Did you ever have a conversation with the</p> <p>25 factory guy about what he saw out there or anything like that?</p>
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<p>1 about those checks after the non-response?</p> <p>2 A. No. We moved on to talking about other things</p> <p>3 relative specifically to this project.</p> <p>4 Q. Like what?</p> <p>5 A. How do we go forward?</p> <p>6 Q. And at that point you reached an impasse because</p> <p>7 there was no way to go forward?</p> <p>8 A. That is correct.</p> <p>9 Q. You guys, as I understand it -- as I understand the</p> <p>10 topic, Mojave wants you to go forward because it needs to get</p> <p>11 done. You guys aren't going to go forward do the ins -- or do</p> <p>12 the checklist and then do the startup, provide the codes,</p> <p>13 because you weren't paid, correct?</p> <p>14 A. Correct.</p> <p>15 Q. Okay. You're a tech guy, so I'm going to ask you a</p> <p>16 little bit of a technical question. And we're still arguing</p> <p>17 about this with the judge a little bit but...</p> <p>18 If Cashman has to go in and provide those protocol</p> <p>19 codes at this stage in the game, does that -- what concerns</p> <p>20 would you have about doing that today?</p> <p>21 A. Concerns? None from a technical standpoint.</p> <p>22 Q. Okay.</p> <p>23 A. I mean there's no physical reason why we wouldn't be</p> <p>24 able to do that. It's just -- it's proprietary information.</p> <p>25 It's privileged and --</p>	<p>1 A. Had a conversation with him, it was -- you know, it</p> <p>2 was basically, the equipment is installed. It looks like it's</p> <p>3 being installed correctly. But that was -- it was still very</p> <p>4 early --</p> <p>5 Q. Right.</p> <p>6 A. -- stages, so there wasn't anything really done yet.</p> <p>7 It was more -- honestly, I think he wanted a weekend in Vegas.</p> <p>8 So -- I hate to say it but...</p> <p>9 Q. I can't hate him for that.</p> <p>10 But it was early on in the process. He just went</p> <p>11 out, looked at it, said things are going smoothly, chow?</p> <p>12 A. Right.</p> <p>13 Q. When you talked to Pete initially about CAM and he</p> <p>14 said they were working on other jobs with CAM, did he tell you</p> <p>15 what other jobs they were working on with him?</p> <p>16 A. He did not.</p> <p>17 Q. Okay. But you knew that they were working -- you</p> <p>18 knew that Pete was working on at least a couple other jobs</p> <p>19 with CAM before that meeting, right?</p> <p>20 A. Yes.</p> <p>21 Q. The meeting -- the one meeting with all three of</p> <p>22 them?</p> <p>23 A. Right. Yes.</p> <p>24 Q. Okay. And did he articulate any problems that they</p> <p>25 had had with CAM on any other projects?</p>

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1 A. No, he did not.

2 Q. Did he talk about any -- any money that was due and
3 owing on those other jobs during that meeting?

4 A. We did not even -- didn't have that in depth of a
5 discussion.

6 Q. Didn't get to that. Okay.

7 We talked about the fact that you haven't seen the
8 prelien notice and you haven't even seen the lien, per se, but
9 one thing that Shane did identify you as knowing is, who's
10 going to figure out the amount of the mechanic's lien. Would
11 that be you or would that be someone else at Cashman that
12 would determine the amount that Cashman's going to lien for?

13 A. It would be probably somewhat of a joint discussion.

14 Q. Okay.

15 A. Certainly myself and the account manager on the job
16 have the most direct knowledge of what work -- what costs go
17 into the total makeup of the job, if that's -- I think that's
18 what you're asking.

19 Q. Well, I am, and that's why -- I guess what I'm
20 getting at is, okay, we've got a \$755,893.89 lien on this
21 project. Did you participate in coming to that number?

22 A. Yes.

23 Q. Who else participated in coming to that number?

24 A. My account manager.

25 Q. And so who did you provide that number to? I mean

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1 obviously you didn't see the lien, you didn't see the prelien,
2 but the information was provided to somebody. Who did you
3 provide that to?

4 A. Within Cashman?

5 Q. Yeah. Right.

6 A. In other words, for them to be able to generate that
7 paper?

8 Q. Right.

9 A. Shane.

10 Q. Oh.

11 A. And I'm going to guess that he just did it off the
12 invoice --

13 Q. Okay.

14 A. -- or invoices.

15 Q. Sure.

16 But you were involved in coming up with the number?

17 A. Yes, sir.

18 Q. Okay. Let's say a 755,893.89 bowl of gold coins
19 fell in your lap today and you were able to go out and
20 complete the project, get the inspection and the startup done.
21 How much time would that take?

22 A. Difficult to say without having a knowledge of the
23 condition of the site. Now, I'm assuming that it's pretty
24 late in the construction stages. So assuming that everything
25 is -- the table is set, so to speak --

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1 Q. Uh-huh.

2 A. -- and everything is ready and everything that
3 Mojave did was done correctly and all those other things, you
4 know, a typical time frame for a project like this would be
5 two weeks.

6 Q. Okay.

7 A. Maybe three.

8 Q. Two to three weeks.

9 Would that be the same as had -- I mean, let's say
10 CAM's doesn't -- let's say he's got sufficient funds back in
11 the day and you guys had gone out and done the inspection when
12 -- when Mojave called, and the startup. Would that time frame
13 be the same at that point as it is now, or would it take a
14 little longer or shorter?

15 A. Hard to say. Likely longer, only because -- if
16 you've ever been on a construction site, it's kind of a mad
17 house. And there's people running all over the place and
18 doing different things and everything gets sort of fragmented.
19 And there's probably -- there probably would have been days in
20 there where we would not be able to get our work done.

21 So we would say, you know something, where you are
22 with your situation, we can't get any work done today so we're
23 not going to have a technician out there. So if the -- the
24 time -- the total time frame should be the same. Well, I
25 shouldn't say that. The net time frame would be the same.

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1 The total would probably be something longer, maybe four
2 weeks.

3 Q. Sure.

4 We're kind of talking about the same thing. If it
5 would take you 14 days, and right now you could do it 14
6 consecutive days, back a -- you know, a year ago it would have
7 maybe taken you 14 days with breaks?

8 A. Correct.

9 Q. Okay. How much expense would -- would -- ballpark
10 would Cashman incur on that process?

11 A. You know, it depends a lot on how much is done
12 correctly at the site.

13 Q. Right.

14 A. It can vary pretty widely. I -- man, I don't recall
15 how much we had in there for startup.

16 Q. Okay.

17 A. I mean we can take a literal sense of it and -- two
18 guys for 14 days and do the math at \$110 an hour --

19 Q. Sure.

20 A. -- and come up with a number. But that's just the
21 -- that's just the man hours. It doesn't count if we had to
22 purchase any materials or anything. So I don't -- I don't
23 think I can answer that accurately.

24 Q. So you don't know what the hard cost would be
25 because it would depend on whether everything was installed

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1 correctly?
 2 A. And -- right.
 3 Q. And then rest of it would be man hours. And then
 4 it's just a question of two people, 14 days, X amount per
 5 hour, figuring that math out?
 6 A. Right. And then -- and then as we discussed
 7 earlier, the last part of that is working out the final
 8 details. How -- how is the communication with the
 9 building going to work, how is the communication with fire
 10 command going to work, those kinds of things that get hammered
 11 out in the latter stages of the process. So there could be a
 12 variance there in cost as well.
 13 Q. Okay. Well, how -- when you say a variance in cost,
 14 I mean how much variance are we talking about there? I mean
 15 ballpark? It doesn't seem like a lot, but I -- you know.
 16 A. Well, you know, it depends --
 17 Q. Yeah.
 18 A. -- if -- if they want some high-level communications
 19 at a digital level, I mean that's a 5-, \$6,000 process.
 20 Q. Okay. Not a high cost relative to what we're
 21 talking about in this case?
 22 A. Relative to three quarters of a million dollars not
 23 high.
 24 Q. Well, 5-, \$6,000, not insignificant either?
 25 A. Right.

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1 Q. So I mean you would have to come out-of-pocket
 2 for -- okay.
 3 Just specifically talking about the installation of
 4 the protocol codes, how much time is that going to take? If
 5 it has to happen? If it...
 6 A. You know I really can't answer. And the reason I
 7 can't answer is when I was a technician, we didn't have all
 8 these digital communications. So I can tell you that we have
 9 to go all the way back to the beginning. It's not something
 10 you can pick up in the middle and do just that. We have to go
 11 back to the very beginning and start from ground zero and work
 12 through the checklist process that Caterpillar gives us to get
 13 to that point where we start getting things communicating with
 14 each other.
 15 Q. Okay. And to go back from the beginning and go
 16 through the checklist, how -- I mean, approximately how long
 17 is that going to take?
 18 A. That's 14 days.
 19 Q. That's 14 days?
 20 A. Yep.
 21 Q. Well, so what you're saying is you can't -- as I
 22 understand this, you can't install the protocol codes without
 23 doing the whole startup?
 24 A. Correct.
 25 Q. Okay.

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1 A. Whatever has been done out there, and I don't know
 2 what has or has not been done, is -- is -- how do I say
 3 this -- is inconsequential. It doesn't make any difference
 4 what they did or didn't do. From Caterpillar and Mitsubishi's
 5 on the UPS side's standpoint, none of that work was done by a
 6 factory-authorized rep. So all of that has to be done by a
 7 factory-authorized rep. So -- and because our folks don't
 8 know what was done or what was not done you can't -- you can't
 9 try and pick up somebody else's work in the middle. They're
 10 going to have to start from the beginning and go all the way
 11 through the process.
 12 Q. Okay.
 13 A. And if that doesn't happen -- well, two things could
 14 happen. Number one, it could be done incorrectly. A step
 15 could be missed, and that could be expensive. The second part
 16 is there won't be a viable warranty on any of the products
 17 until that is done.
 18 Q. Okay. Sitting here right now though, you don't know
 19 whether a factory-authorized representative has been out there
 20 and done any of that work, do you?
 21 A. I'm relatively sure that that has not happened.
 22 Q. Based on?
 23 A. Based on discussions we had with Mitsubishi as far
 24 as them dispatching somebody. They were not going to dispatch
 25 anybody without our knowledge. And they say that they

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1 haven't.
 2 Q. Okay.
 3 A. And as far as Caterpillar goes out -- we've had --
 4 we have very specific what we call sales and service
 5 agreements with Caterpillar. And if another dealer is going
 6 to come in and work in our territory, perform any sort of work
 7 whatsoever, they need to notify us that they're going to be in
 8 our territory working. And we've had no CAT dealer notify us
 9 that they were going to be working on the job.
 10 So could somebody have snuck in and done it?
 11 Q. Sure.
 12 A. Yes. It's not very likely.
 13 Q. Okay. Have you had communications with anybody at
 14 Caterpillar about not wanting anyone else to come in and do
 15 that, primary because you guys haven't -- or are owed a lot of
 16 money on this project?
 17 A. I don't recall.
 18 Q. How about Mitsubishi, communications with them along
 19 those same lines?
 20 A. I --
 21 Q. I.E., don't let -- don't let someone else come in
 22 and do this because we're owed a lot of money and -- and we
 23 want to get paid?
 24 A. Yeah, I don't recall -- yeah, no, I don't recall
 25 having that conversation.

Page 90		Page 92	
1	Q. But nobody from Caterpillar or Mitsubishi could do	1	CERTIFICATE OF DEPONENT
2	anything with the protocol codes? That's something that you	2	PAGE LINE CHANGE REASON
3	guys would have to do, because like you said earlier, I think	3	
4	it's proprietary?	4	
5	A. Correct.	5	
6	Q. All right. And the other kind of question I had --	6	
7	it's kind of random -- when you say the factory guy, which	7	
8	factory?	8	
9	A. We have several involved. What -- carry a couple of	9	
10	different terms. Their official name at this point is	10	
11	Caterpillar Switchgear. It used to be known as Intelligent	11	
12	Switchgear Organization. And then it was known as CAT ISO	12	
13	(phonetic) for awhile during a transition period. But their	13	
14	official title now is Caterpillar Switchgear.	14	
15	Q. Okay.	15	
16	A. And it's a division of Caterpillar. And they	16	
17	have -- they have their own people that go out and do site	17	
18	inspections and project management and those kinds of things.	18	
19	It's a very -- very technical business that most dealers don't	19	1, KEITH LOZEAU, deponent herein, do hereby certify
20	have the capability to support, so they have factory folks	20	and declare the within and foregoing transcription to be my
21	that help out.	21	deposition in said action; under penalty of perjury; that I
22	Q. Okay. That was -- that was where I was going. I	22	have read, corrected and do hereby affix my signature to said
23	wasn't sure where -- which of the factories he came from.	23	deposition.
24	We talked about a lot of subjects today and a lot of	24	KEITH LOZEAU, Deponent
25	specific things. Is there anything else about your	25	
Page 91		Page 93	
1	involvement with the City Hall project and specifically	1	REPORTER'S CERTIFICATE
2	relating to your dealings with Mojave Electric that I did not	2	
3	ask you about today, but that you feel are important to my	3	I, Tammy M. Breed, CSR No. 305, Certified
4	understanding of what -- what the dynamic here is, issues	4	Reporter, certify:
5	going forward?	5	That the foregoing proceedings were taken before me
6	A. No.	6	at the time and place therein set forth, at which time the
7	MS. ROBINSON: Object, form of the question.	7	witness was put under oath by me;
8	THE WITNESS: No.	8	That the testimony of the witness, the
9	MR. BOSCHBE: Okay, I don't have any further	9	questions propounded, and all objections and statements made
10	questions.	10	at the time of the examination were recorded stenographically
11	I'm assuming Jennifer doesn't have any questions?	11	by me and were thereafter transcribed;
12	MS. ROBINSON: No.	12	That the foregoing is a true and correct transcript
13	(Signature requested.)	13	of my shorthand notes so taken.
14	(The proceedings concluded at 11:36 a.m.)	14	I further certify that I am not a relative or
15		15	employee of any attorney of the parties, nor financially
16		16	interested in the action.
17		17	I declare under penalty of perjury under the laws of
18		18	Nevada that the foregoing is true and correct.
19		19	Dated this 5th day of September, 2012.
20		20	
21		21	
22		22	
23		23	TAMMY M. BREED, C.C.R. No. 305
24		24	
25		25	

EXHIBIT E

DISTRICT COURT
CLARK COUNTY, NEVADA

CASHMAN EQUIPMENT COMPANY,)
a Nevada corporation,)

Plaintiff,)

vs.)

CASE NO. A642583

DEPT. NO. 32

(Consolidated with A653029)

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

Defendants.)

AND RELATED MATTERS.)

DEPOSITION OF SHANE NORMAN

THURSDAY, AUGUST 16, 2012

9:43 A.M.

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

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

Page 2	Page 4
<p>1 DEPOSITION OF SHANE NORMAN, 2 taken at 400 South Fourth Street, Third Floor, 3 Las Vegas, Nevada, on THURSDAY, AUGUST 16, 2012, at 4 9:43 a.m., before Michelle R. Fernandez-Morez, Certified 5 Court Reporter, in and for the State of Nevada. 6 APPARANCES: 7 For the Plaintiff: 8 PEZZILLO ROBINSON 9 BY: JENNIFER R. ROBINSON, ESQ. 10 6725 Via Anisi Parkway 11 Suite 290 12 Las Vegas, NV 89119 13 (702) 233-4225 14 (702) 233-4232 Fax 15 jrobinson@pezzillorobinson.com</p> <p>16 For Defendants West Edus, Ltd., d/b/a Mojave Blockle, 17 Western Surety Company, The Whiting Turner Contracting 18 Company and Fidelity and Deposit Company of Maryland, 19 Travelers Casualty and Surety Company of America: 20 COTTON, DRIGGS, WALCH, HOLLEY, WOLOSON & 21 THOMPSON 22 BY: BRIAN BOSCHKE, ESQ. 23 BY: SHERILLY A. BRISCOE, ESQ. 24 400 South Fourth Street 25 Third Floor Las Vegas, Nevada 89101 (702) 791-0303 (702) 791-1912 fax Sbriscoe@nevadafirm.com</p> <p>For Defendant Janel Rennie aka Janel Carvalho: COLEMAN LAW ASSOCIATES BY: EDWARD COLEMAN, ESQ. 6615 S. Eastern Avenue Suite 108 Las Vegas, Nevada 89119 (702) 699-9000 (702) 699-9006 Fax mail@colemantlaw.com</p>	<p>1 LAS VEGAS, NEVADA, THURSDAY, AUGUST 16, 2012; 2 9:43 A.M. 3 -000- 4 (In an off-the-record discussion held prior to the 5 commencement of the deposition proceedings, counsel 6 agreed to waive the court reporter requirements under 7 Rule 30(b)(4) of the Nevada Rules of Civil Procedure.) 8 9 Whereupon, 10 11 SHANE NORMAN, 12 having been first duly sworn to testify to the truth, 13 the whole truth and nothing but the truth, was examined 14 and testified as follows: 15 16 EXAMINATION 17 BY MR. BOSCHKE: 18 Q. Good morning, could you please state and spell 19 your last name for the record? 20 A. Shane Norman, S-h-a-n-e, N-o-r-m-a-n. 21 Q. And you are appearing today pursuant to a 22 request we made of your counsel for the person most 23 knowledgeable from Cashman Equipment; is that correct? 24 A. That is true. 25 Q. My name is Brian Boschee, I'm counsel for a 26 bunch of the defendants, particularly Mojave, Whiting</p>
Page 3	Page 5
<p>1 INDEX 2 WITNESS: SHANE NORMAN 3 EXAMINATION PAGE 4 Examination By Mr. Boschee 4 5 6 7 8 INDEX TO EXHIBITS 9 Exhibit Page 10 1 Check dated April 29, 2011 31 11 from CAM Consulting to Cashman 12 Equipment 13 2 Credit application submitted 61 14 by CAM Consulting 15 3 Invoices and bills of lading 66 16 4 Unconditional waiver and 78 17 release upon final payment 18 5 Notice of right to lien 85 19 6 Mechanic's lien 87 20 7 90-day notice sent to Whiting 91 21 Turner 22 23 24 25</p>	<p>1 Turner, in the litigation filed in District Court. Go 2 ahead, I'm sorry. 3 A. Are you representing Mojave and Whiting Turner 4 and Forest City? 5 Q. Well, Whiting Turner, Mojave - 6 MS. BRISCOE: Fidelity. 7 MR. BOSCHKE: Fidelity. I'm trying to think 8 of all of the sureties. 9 MS. ROBINSON: All the sureties. 10 BY MR. BOSCHKE: 11 Q. All the sureties. 12 MS. BRISCOE: Not Forest City. 13 MR. BOSCHKE: No. 14 MS. ROBINSON: Forest City is out because of 15 the lien release. 16 BY MR. BOSCHKE: 17 Q. Right. And I'm not representing CAM or the 18 Carvalhos. They have separate counsel, Mr. Coleman. 19 A. Sure. 20 MR. COLEMAN: I represent Janel Rennie. 21 THE WITNESS: Okay. 22 MS. ROBINSON: But not Angelo Carvalho. 23 MR. COLEMAN: No. 24 MR. BOSCHKE: Right. 25 //</p>

Page 6

1 BY MR. BOSCHER:

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

7 A. No.

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

12 A. Yes.

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

Page 7

1 that. Do you understand that?

2 A. Uh-huh.

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

9 A. Yes.

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

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

20 A. Yeah.

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

22 Also, this is not meant to be an endurance
23 contest by any stretch of the imagination. I'll do my
24 best to get us out of here as efficiently as possible.

25 But if you need to take a break, get some water, get

Page 8

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

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

8 Q. Exactly.

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

11 A. No.

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

14 A. No.

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

23 A. Okay.

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

Page 9

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

3 A. Not necessarily for this one, no.

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

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

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

13 A. Yes.

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

16 A. Uh-huh.

17 Q. What did you review?

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

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

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

24 Q. Okay.

25 A. -- just thumbed through them all.

Page 10	Page 12
<p>1 Q. I'm sure the answer to this is yes because 2 I've seen hundreds and hundreds of pages of documents 3 for these. Of all the documents that you reviewed for 4 that hearing and then I would assume kind of spill over 5 into today, that's all stuff that's been produced in 6 this litigation; correct? 7 A. Yes. 8 Q. Other than counsel, did you talk to anybody 9 about the -- let's start with the prove-up hearing on 10 Friday, did you talk to anyone about that? 11 A. My attorney. 12 Q. Other than your attorney? 13 A. No. 14 Q. Did you talk to anybody about your deposition 15 today, about what -- you know, the subjects you were 16 going to testify about or anything? 17 A. Yeah. Other than my attorney, no. 18 Q. Other than the documents you looked at for the 19 prove-up hearing, did you look at anything else in 20 preparation for the deposition today, in the last five 21 days, I guess it has been? 22 A. No. I haven't reviewed the file. 23 Q. Well generally, what I'm going to be asking 24 you about, I'm sure you know, is the questions about 25 the City Hall project, generally --</p>	<p>1 A. Fifteen years. 2 Q. And briefly, I mean, real Reader's Digest, I 3 mean, as brief as you can, give me your educational 4 background. 5 A. I graduated in finance from Utah State 6 University 15 years ago or so. I graduated from the 7 graduate school of Credit and Finance Management at 8 Dartmouth about two years ago. And I'm a certified 9 credit executive, which is the highest of three 10 certifications for credit managers. 11 Q. When did you get that certification? 12 A. At the same time I graduated from the graduate 13 school. 14 Q. So within the last couple of years? 15 A. Yeah. It's probably been two years now. 16 Q. The specific date is not important. I just 17 kind of want to get a general idea. 18 Walk me through, I have a pretty good idea, 19 but, again, for the record and just so we're clear, 20 what are your job responsibilities as a credit manager 21 for Cashman? 22 A. Extending lines of credit, maintaining those 23 lines of credit, collecting on receivables, reminding 24 customers who forget or fail to pay us, working out 25 complicated deals, including legal issues. I also</p>
Page 11	Page 13
<p>1 A. Sure. 2 Q. -- and kind of how this whole thing 3 transpired. But first, I just want to get a little bit 4 of background with Cashman. What is your position with 5 Cashman? 6 A. My title is credit manager. 7 Q. I'm going to refer to your company as Cashman 8 going forward so I don't have to say the whole thing 9 out. How long have you been the credit manager? 10 A. Six and a half years. 11 Q. Did you have any positions with Cashman prior 12 to that? 13 A. No. 14 Q. Did you work as a credit manager with any 15 other company prior to coming to Cashman? 16 A. Yes. 17 Q. Who was that? 18 A. Komatsu Equipment Company. Spelled, 19 K-o-m-a-t-s-u. 20 Q. How long did you work there? 21 A. Three years. 22 Q. How long -- and I'll say construction 23 industry, generally, but you have been a credit manager 24 in the construction industry, how long have you been in 25 this field?</p>	<p>1 provide or facilitate retail financing options for our 2 customers who are purchasing our equipment. 3 Q. Okay. 4 A. Posting cash, a little bit of treasury 5 management. I have also been on the strategic planning 6 committee for our company. 7 Q. What is the strategic planning that you do 8 with your company? What do you do in conjunction with 9 that? 10 A. What our company is going to look like in ten 11 years, what we want to be. 12 Q. How many people are on that committee? 13 A. The executive level, 10 or so. 14 Q. Including you? 15 A. Actually, I'm -- I'm not on that committee 16 now. I was as of three months ago. 17 Q. Did you step down from the committee? 18 A. They decided to do it in a different fashion, 19 the president, so I'm out. How's that? 20 Q. They decided to take the executive in a 21 different direction? 22 A. Yes. 23 Q. I like that. 24 So over the entire six-plus years you have 25 worked as a credit manager for Cashman, those job</p>

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1 responsibilities have remained fairly static? They
 2 have been what you have done?
 3 A. Yes.
 4 Q. I guess -- I'm trying to think of a good way
 5 to say this. City Hall project, I'm going to refer to
 6 construction project. You understand what I'm saying
 7 when I say construction project?
 8 A. Yes.
 9 Q. How many projects like that have you been
 10 involved in in Las Vegas in the six and a half years
 11 with Cashman?
 12 A. That's difficult to answer.
 13 Q. Okay.
 14 A. Every single one of our customers has anywhere
 15 between one and, I don't know, 100 jobs at any one
 16 given time. And we have 2000-plus active customers.
 17 Q. Okay.
 18 A. And so I'm involved in, you know, the credit
 19 and finance side of things, not necessarily associated
 20 with the job and project funding. For instance, like a
 21 Mojave or Whiting Turner, that I'm involved in
 22 entertaining the, you know, credit perils of our
 23 customers as opposed to their jobs. So a lot.
 24 Q. Yes.
 25 A. But -- but not directly so.

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1 Q. Let me see if I can clarify that. I think I
 2 know what you are saying, and I probably asked a bad
 3 question knowing what your company does, basically.
 4 But whereas a lot of contractors and subcontractors
 5 kind of deal project to project, you guys deal more
 6 with customers who are working on different projects
 7 all over the place. Is that a fair representation?
 8 A. That is a fair statement.
 9 Q. And many of those customers work on projects
 10 in Las Vegas; is that right?
 11 A. Yes.
 12 Q. How many -- well, has Mojave Electric been a
 13 customer of Cashman's?
 14 A. Yes.
 15 Q. On how many projects would you say?
 16 A. I -- I -- I couldn't tell you. Mojave has
 17 been a long-standing prominent customer of ours on the
 18 power generation side of our business for a long time.
 19 Q. Quite a few?
 20 A. Yes.
 21 Q. In fact, you have worked with Mojave Electric,
 22 I mean, from the finance and credit side a number of
 23 times in the last six and a half years; is that fair to
 24 say?
 25 A. Oh, yes.

Page 16

1 Q. How about Whiting Turner?
 2 A. Whiting Turner is a direct customer of ours as
 3 well, but not -- not anywhere to the Mojave volume
 4 levels.
 5 Q. Fair to say that a company like Whiting Turner
 6 is maybe one step removed and you deal with more like
 7 the Mojaves and then they deal with Whiting more?
 8 A. That is a fair statement, yes.
 9 Q. And I'm going to ask -- we will get into more
 10 detail on this later, but how about CAM, before this
 11 project, have you ever dealt with them before?
 12 A. No.
 13 Q. How about Angelo Carvalho, have you ever dealt
 14 with any entities that he was involved in before?
 15 A. No.
 16 Q. Or him personally?
 17 A. No.
 18 Q. He had personally never been a customer?
 19 A. No.
 20 Q. And I'm paraphrasing a little bit, but
 21 obviously we had a situation with this project.
 22 A. That's an understatement.
 23 Q. I think that's a fair statement, but there was
 24 an issue where there was a payment made and then
 25 obviously you guys didn't get paid. Have you ever had

Page 17

1 that type of problem with Mojave on any other project
 2 in all the times they had been a customer of yours?
 3 A. No.
 4 Q. Were you having --
 5 A. Well, let me -- let me -- let me restate that.
 6 Q. Sure.
 7 A. We have never had a Mojave check bounce.
 8 Q. Okay.
 9 A. Let's just say that, not clear the bank.
 10 Q. How about a situation like this? And, again,
 11 very specifically like this where, you know, materials
 12 are supplied, Mojave pays somebody, and then you guys
 13 are left kind of holding the bill, has anything like
 14 that that you can recall ever happened?
 15 A. With Mojave, no.
 16 Q. How about Whiting Turner?
 17 A. No.
 18 Q. So with respect to a situation like what
 19 happened here, this is kind of the first time that
 20 that's ever happened with Mojave as a customer fair?
 21 A. Fair.
 22 Q. Now on this project, as I understand it,
 23 Cashman had a contract directly with CAM; is that
 24 right?
 25 A. It -- that's not a clear and concise yes or no

Page 18

1 because that's debatable.
 2 Q. Well, I guess I'll let you go ahead -- I'm not
 3 trying to trick you.
 4 A. Right.
 5 Q. Explain to me what your understanding of the
 6 relationship between Cashman and CAM and then
 7 ultimately Mojave was?
 8 A. Initially, our quotes and the job that we
 9 quoted that we provided all the information was
 10 directly to Mojave. I don't know exactly how long that
 11 process was, but it was greater than six months.
 12 Q. Okay.
 13 A. In preparation for the project coming up. We
 14 obviously won the bid. I don't know at what point in
 15 time, but it is my understanding that just before
 16 invoicing CAM, Angelo Carvalho came up as a result of
 17 Mojave demanding that we utilize a disadvantaged
 18 business owner to route the transaction between us and
 19 Mojave due to federally mandated statutes of using
 20 disadvantage business owners or minority owned owners.
 21 Q. Let me follow up on something. You just
 22 indicated that Mojave demanded that CAM be used.
 23 A. (Witness nods.)
 24 Q. What is your basis for that statement, that it
 25 was a Mojave demand?

Page 19

1 A. Mojave did not want us to invoice them
 2 directly. They wanted us to route it through another
 3 entity.
 4 Q. Do you have any understanding, independent
 5 understanding, as to how CAM got involved in this
 6 project in the first place?
 7 A. I do. Keith Lozeau, who also works for
 8 Cashman Equipment Company, was referred to him by
 9 someone at Mojave. I don't know who that is.
 10 Q. So let me just clarify, because maybe I didn't
 11 understand what you said, and that's very likely. It's
 12 your understanding that CAM was referred to Mojave for
 13 use on this project?
 14 MS. ROBINSON: I think that misstates.
 15 Objection.
 16 BY MR. BOSCHEE:
 17 Q. That's why I said -- I didn't understand what
 18 you said. Could you --
 19 A. Let me -- let me -- let me clarify.
 20 Q. Sure.
 21 A. Mojave requested that we use a third-party
 22 disadvantaged business owner. They suggested CAM
 23 Consulting, as they had been using them themselves as
 24 well as a couple other vendors had been using them to
 25 deal with Mojave's project directly.

Page 20

1 Q. Okay.
 2 A. So -- so, yes, Mojave referred CAM Consulting
 3 and introduced us. How's that?
 4 Q. So, again, just trying to get to the bottom of
 5 this, it's your understanding that Mojave wanted to use
 6 CAM Consulting; correct?
 7 A. Yes.
 8 Q. And that the disadvantaged business owner that
 9 they wanted to use was CAM and they introduced CAM, I
 10 guess it was Keith, with your company?
 11 A. Uh-huh.
 12 Q. And that's how CAM got involved?
 13 A. Yes.
 14 Q. Do you know why Mojave or anyone on that
 15 project would have wanted to use a disadvantaged
 16 business owner?
 17 A. I -- I don't know specifically why Mojave
 18 wanted to, but I do know there are federally mandated
 19 statutes of -- tied with monetary funds from the
 20 federal government that mandates a certain percentage
 21 of jobs to be done with disadvantaged business owners
 22 or minority owned businesses.
 23 Q. So getting back to, I just want to clarify
 24 this. I don't want to beat a dead horse, but when you
 25 said that Mojave wanted to use a disadvantaged business

Page 21

1 owner, do you have any independent knowledge as to
 2 whether that was something that Mojave wanted to do or
 3 if that was something that somebody up the chain needed
 4 to do and requested of Mojave?
 5 A. I don't have any direct knowledge of that.
 6 Q. It's just when the need for disadvantaged
 7 business owner arose, from wherever it arose from
 8 wherever, Mojave recommended CAM and then they
 9 introduced CAM to you?
 10 A. Yes.
 11 Q. Again, that was the first time you had ever
 12 worked with CAM or Angelo Carvalho; correct?
 13 A. Correct.
 14 Q. You didn't play any part in the selection of
 15 CAM as the disadvantaged business owner?
 16 A. I did not.
 17 Q. With respect to the requirement for the
 18 disadvantaged business owner, did you guys have any
 19 role in that process at all, other than Mojave
 20 introduces CAM to you and then you guys use them? Did
 21 you interview CAM?
 22 A. Keith Lozeau is more knowledgeable about that.
 23 Q. Okay.
 24 A. But, yes, Keith Lozeau did meet with Angelo
 25 Carvalho at one point in time.

Page 22	Page 24
<p>1 Q. Well, given that -- and maybe this would be 2 something more directed to you as kind of the finance 3 business guy -- 4 A. Sure, 5 Q. -- given that you have a long-standing 6 relationship with Mojave. 7 A. Uh-huh. 8 Q. And so I'm guessing you guys doing business 9 and invoicing Mojave wasn't anything to give you any 10 heartburn; correct? 11 A. No. 12 Q. But now you got this third party intermediary, 13 this disadvantaged business owner kind of coming in the 14 middle of that relationship, and you are going to be 15 invoicing them. Did you have any -- did you run any 16 kind of credit check on CAM? 17 A. I did. 18 Q. And what did that turn up? 19 A. Limited credit information. 20 Q. I'm not a credit guy. You are going to have 21 to tell me what that means. 22 A. Well, I'm -- I'm likely not at liberty to 23 discuss his credit -- 24 Q. I understand. 25 A. -- powers.</p>	<p>1 A. No. 2 Q. Is the reason that that unwritten criteria 3 became a written criteria? Is it at least in part due 4 to this situation? 5 A. No. 6 Q. It was just something that you guys felt that 7 it would probably be good to put on pen to paper? 8 A. Yeah. 9 Q. Given the paucity we will say of information, 10 of credit information of CAM, did this cause you any 11 concern about entering into this arrangement where you 12 were invoicing them instead of Mojave? 13 A. Yes. 14 Q. Did you discuss those concerns with Mojave? 15 A. No. I discussed them with Keith, our liaison 16 to Mojave. 17 Q. What was the substance of those conversations? 18 A. I'm concerned. 19 Q. I'm looking more for -- I kind of got that. 20 A. Yeah, I'm concerned. I mean, that was what it 21 boiled down to, I'm concerned. But because of our 22 long-standing relationship with Mojave and because the 23 fact that we hadn't, like we mentioned before, hadn't 24 had any other issues and the money was still coming 25 from Mojave and the units were being delivered as we</p>
Page 23	Page 25
<p>1 Q. I understand. 2 A. However, there was not much credit information 3 where with -- to make a good credit decision based on 4 that. I would like it to -- his business credit was a 5 fellow coming out of college. You have no real 6 history. 7 Q. You hope not anyway. 8 A. Yeah. 9 Q. I think I did, unfortunately. 10 A. How about high school? 11 Q. But did you guys have any -- were there any 12 criteria that you had or that Cashman had when looking 13 at CAM as to, Okay. Yes, we're comfortable 14 using -- you know, invoicing them and then getting paid 15 ultimately by Mojave? Did you have any criteria that 16 you were looking at and said, Yes, they are okay. Or 17 No, they are not okay? 18 A. Yes, I do have criteria. 19 Q. What are they? 20 A. Well, they're written now, but before, it was 21 just my experience. And again, it's -- the criteria is 22 that you have a reasonable, acceptable set of credit 23 information on your business that -- that would merit 24 that type of transaction. 25 Q. Did CAM?</p>	<p>1 spoke and it was required of us to invoice them, we 2 went ahead and did what we did. 3 Q. And maybe I'll end up having to talk to Keith 4 about this at some point, but when you expressed your 5 concern to Keith, what did he respond? I mean, what 6 did he say? Did he just kind of blow it off and say, 7 No. Mojave is a good customer. We can do this. Did 8 he echo your concerns? 9 A. Yes, he echoed my concerns. However, again, 10 it really fell back to the strength of our relationship 11 and the credit promise of Mojave. 12 Q. Sure. 13 Did you or Keith ever have this conversation 14 with Mojave that you know of where you discussed in 15 particular your concerns with CAM's lack of credit to 16 Mojave and a conversation along the lines of, I guess 17 what I am looking for, is there someone else we can use 18 or some other disadvantaged business owner that we can 19 use because we just don't have a lot of credit on these 20 guys and we are not really comfortable with it? Did 21 that conversation ever take place? 22 A. Not directly with Mojave that I had. 23 Q. Okay. 24 A. If Keith had it, that would be a 25 different -- that would be a question for him, I don't</p>

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1 know that he had that.
 2 Q. Do you have an understanding as to whether a
 3 conversation along those lines took place?
 4 A. I don't know.
 5 Q. Keith would be the person that would have had
 6 that conversation?
 7 A. Yes.
 8 Q. Did you ever have any conversations with
 9 Mojave regarding -- I mean, obviously before the
 10 unfortunateness, we'll call it. But did you ever have
 11 any conversations with Mojave about the use of CAM on
 12 this project, you personally?
 13 A. No.
 14 Q. You have worked with disadvantaged business
 15 owners before, though; correct?
 16 A. Yes.
 17 Q. How often?
 18 A. It's not a common occurrence, but it is often
 19 enough to where it does happen on an occasional basis.
 20 How's that for a lack of better specificity? It
 21 happens. And -- and -- and it does work.
 22 Q. What types of projects generally have you guys
 23 worked with this type of minority contractor or
 24 disadvantaged business owner?
 25 A. Federal projects often associated with the

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1 military or, you know, federally funded, you know,
 2 municipal projects, that kind of thing.
 3 Q. Sure. Which again would make sense --
 4 A. Yes.
 5 Q. -- because those are where the requirements
 6 come from?
 7 A. Yeah.
 8 Q. Have you ever worked with a disadvantaged
 9 owner, minority contractor on a private project, not a
 10 Public Works or federal project?
 11 A. Well, you should know that many of our
 12 contractors that are really good customers are already
 13 designated as minority contractors.
 14 Q. Oh, okay.
 15 A. They are owned by a woman or they're owned by
 16 a minority or they have been disadvantaged in some way,
 17 shape, or form.
 18 Q. Okay.
 19 A. So we deal with them on a regular basis.
 20 Q. Okay.
 21 A. And -- but not specifically for in behalf of
 22 this purpose here. Does that make sense?
 23 Q. It does. You have customers that are
 24 deemed --
 25 A. That are designated, yes.

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1 Q. -- disadvantaged business owners for other
 2 reasons, but not necessarily -- they're direct
 3 customers. You haven't used them in a situation like
 4 this, where an existing customer kind of pulls someone
 5 in --
 6 A. Right.
 7 Q. -- and slots them in?
 8 Have you ever encountered this type of an
 9 issue, and, again, this type of issue what we are
 10 talking about in this lawsuit, with a disadvantaged
 11 business owner's failure to pay.
 12 A. No, not that I can recall. And never of
 13 this -- definitely never this level of, I guess, high
 14 volume. How is that?
 15 Q. Certainly nothing that resulted in litigation?
 16 A. I wouldn't say that.
 17 Q. Okay.
 18 A. I wouldn't go that far. Again, we have quite
 19 a few customers; there are customers that don't pay us,
 20 for whatever reason. We do take them down the legal
 21 path.
 22 Q. Okay.
 23 A. And some of those customers are designated as
 24 minority owned, disadvantaged in some way, shape, or
 25 form.

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1 Q. But those would be, again, like we were just
 2 classifying, those are more of a direct relationship,
 3 not a situation like this?
 4 A. Not -- not -- not one that was presented to us
 5 at the time of -- you know, that was inserted in kind
 6 of the last minute like this.
 7 Q. So CAM enters the equation at the 11th hour.
 8 Obviously you guys had some dealings with them because
 9 you are invoicing them directly?
 10 A. Uh-huh.
 11 Q. How would you classify your dealing? Describe
 12 for me what your dealings were like with CAM.
 13 A. Well, honestly, not that I haven't been honest
 14 previously, I guess, but --
 15 Q. Thank you for clarifying that.
 16 A. Our -- our -- now, we're talking about the
 17 truth. Our dealings with CAM were limited, because we
 18 mainly dealt with Mojave directly.
 19 Q. Okay.
 20 A. And Mojave, in my estimation, in my several
 21 phone calls and my contact with them, were
 22 basically -- her name was Francis at Mojave, Francis
 23 McCombs. And she was quite close with Angelo Carvalho,
 24 and she was the one that generally conversed with him.
 25 Q. Okay.

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1 A. And -- yeah. So our dealings weren't
2 necessarily directly with CAM. They were still
3 primarily with Francis --
4 Q. Okay.
5 A. -- though we had the ability to talk to him,
6 although he was difficult to get ahold of for some
7 other reasons we can probably get into later.
8 Q. I will represent to you that he's still
9 difficult to get ahold of in certain instances.
10 A. Well, I think when exactly where he is now.
11 Q. Well, actually, yes and no.
12 So how many direct interactions would you say
13 you had with Angelo or anybody at CAM?
14 A. I met with him twice personally.
15 Q. Okay.
16 A. Most of the -- and -- and via phone was less
17 than five times.
18 Q. What were the occasions that you had to meet
19 with him personally?
20 A. Well, the first one was to exchange the check
21 for release. And then the second one was at his home
22 to have him write me another check as the first one was
23 stop paid.
24 Q. Let's talk about that. I figured you were
25 going to get into that. That's why I pulled that

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1 exhibit out.
2 MR. BOSCHEE: I'll mark this as Exhibit 1.
3 (Exhibit 1 marked.)
4 BY MR. BOSCHEE:
5 Q. Go ahead and take a look at that. I'll
6 represent to you, this is a check in the amount of
7 \$755,893.89 dated April 29, 2011, looks like from CAM
8 Consulting to Cashman Equipment. Do you recognize this
9 check?
10 A. Yes.
11 Q. Let's talk about it for a second. You said
12 just a few minutes ago that this was the check that you
13 exchanged with Angelo for the unconditional lien
14 release; correct?
15 A. Yes.
16 Q. We will look at that in a few minutes, but my
17 question being the unconditional lien release was
18 signed and notarized by you, I believe, on April 26th.
19 Does that ring a bell?
20 A. Yes.
21 Q. And you provided that to Carvalho on -- was it
22 on that date?
23 A. I don't know that it was the 26th exactly, but
24 it is a couple of days before this --
25 Q. Okay.

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1 A. -- check.
2 Q. Well, I guess that's really my question.
3 Carvalho gave you a postdated check; right?
4 A. Yes.
5 Q. Did he tell you why he needed to do that?
6 A. Well, to clarify, I did not realize that he
7 had given me a postdated check.
8 Q. Oh, okay.
9 A. Not until subsequently. However, he did state
10 that he wanted me to hold on to the check for two days
11 to give it time to clear. Because in the past, with
12 such big balances, his bank has held on to the funds
13 and wouldn't release them to him. And frankly, that
14 makes sense.
15 Q. It does. I understand that.
16 A. That's -- that's a common occurrence.
17 Q. Right.
18 Is it fairly common, I guess common is
19 probably the wrong word, but would you say it's fairly
20 common for you guys to get a check and then have
21 someone ask you to hold it for a day or two for that
22 reason?
23 A. It is some -- somewhat common.
24 Q. It didn't alarm you that Angelo asked you to
25 hold on to this check for a couple days?

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1 A. No. He told me that there was nothing in his
2 bank account, other than the check that he
3 received -- was receiving from Mojave at the same time
4 from the same meeting that I met him and that he has
5 yet to deposit it, and then the bank would hold on to
6 it and then it would take a day or two for the bank to
7 release the funds or make -- or -- or -- I guess I
8 don't know if release the funds is right, but to make
9 them available. How's that?
10 Q. Yes. That's understandable.
11 A. And that is -- and that is a common
12 occurrence.
13 Q. I understand what you're saying. A lot of
14 banks -- I know Wells Fargo does the same thing. Or if
15 you put too much money in the bank, they're only going
16 to release a portion of it immediately --
17 A. Exactly.
18 Q. -- and make you sit for a couple of days.
19 Let me ask you this, though. Did it concern
20 you that Angelo Carvalho told you when he got his check
21 that this was the only money in CAM Consulting's bank
22 account?
23 A. No.
24 Q. That didn't concern you?
25 A. No. And the reason why is because I knew

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1 Mojave was paying him a larger portion than what this
 2 check was and that he was solely a pass-through source.
 3 It didn't surprise me at all that he didn't really have
 4 any -- enough -- enough money to -- you know, for this
 5 check to clear, to clarify.
 6 Q. What made you think Mojave was paying more
 7 than the \$755,893?
 8 A. Well, because there were several other vendors
 9 involved.
 10 Q. Okay.
 11 A. I wasn't the only vendor that met with him
 12 that day, from what I understand.
 13 Q. So you understood that Mojave wrote CAM a
 14 larger check than this, and this was just him paying
 15 your portion of that?
 16 A. Yes.
 17 Q. Did Carvalho tell you that?
 18 A. Yes.
 19 Q. Off the top of your head, I mean, do you
 20 remember what other vendors were there that day?
 21 A. I do. Well, I don't -- I can't vouch for them
 22 actually being there.
 23 Q. I understand.
 24 A. But I do know that he did write -- or -- or
 25 receive payment for two other vendors. One was QED,

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1 and the other one was -- I would be guessing. If I
 2 recollect correctly, it's Consolidated Electrical
 3 Systems, but --
 4 Q. And if it's not, don't worry. I'm not going
 5 to impeach you with that of all things. That's fine.
 6 A. That can be verified through Angelo Carvalho's
 7 bank statements.
 8 Q. Sure.
 9 So obviously this check has a stop payment on
 10 it --
 11 A. Yes.
 12 Q. -- correct?
 13 Who requested that? How did this become a
 14 stop payment situation? Walk me through that process.
 15 A. Well, I know for a fact that Angelo Carvalho
 16 did it, because he told me himself when I met with him
 17 the second time at his home.
 18 Q. Why?
 19 A. He said that Keith Lozeau had called him
 20 asking him for payment, who also, again, works for
 21 Cashman, and Keith did not realize that I had picked up
 22 this check.
 23 Q. So Carvalho's story was that someone else at
 24 Cashman had asked him for payment and didn't realize
 25 that you had gotten this check, so he stopped payment

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1 on this check to give payment to Keith theoretically or
 2 to pay it some other way?
 3 A. I -- I -- I don't know about the last part,
 4 but, yes, he was unsure of where his first check was is
 5 his story.
 6 Q. Interesting. Okay. Mr. Carvalho is an
 7 interesting guy.
 8 Do you have an understanding of when Mojave
 9 paid CAM?
 10 A. Yes. That same day that CAM paid me.
 11 Q. A few days earlier or a few days before the
 12 29th --
 13 A. Yes.
 14 Q. -- or a couple of days?
 15 And you said it's not uncommon for you guys to
 16 hold on to a check for a couple of days to let it clear
 17 a bank; correct?
 18 A. For the bank to release the funds, yes.
 19 Q. Well, yes, right. That's not uncommon?
 20 A. It's not uncommon.
 21 Q. Accepting a postdated check in a situation
 22 like this is not something that would necessarily cause
 23 you any angst?
 24 MS. ROBINSON: I think that misstates previous
 25 testimony. Objection.

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1 THE WITNESS: Well --
 2 BY MR. BOSCHEE:
 3 Q. That's fine.
 4 A. Again, I did not know it was a postdated
 5 check, so I didn't knowingly accept a postdated check.
 6 However, he did ask me to hold on to the check for a
 7 couple of days.
 8 Q. You guys don't -- I mean, I say you guys, but
 9 Cashman, it's not a standard business practice to
 10 accept postdated checks, is it?
 11 A. Not a standard. I -- I wouldn't -- I wouldn't
 12 say that, no.
 13 Q. Okay.
 14 A. We have lots of checks. I mean, most
 15 everybody pays us with checks, sending them directly to
 16 our lockbox. Those are obviously not postdated because
 17 those are automatically posted into our -- when we do
 18 accept payments from customers and sometimes on
 19 occasions, they ask us to hold on to the check for a
 20 couple days. It's not uncommon.
 21 Q. So on the 26th or 27th of April, you have an
 22 understanding that Mojave has written a check to CAM,
 23 money is in the bank, Carvalho asks you to hold on to
 24 this particular check for a couple of days so the bank
 25 will release the funds?

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- 1 A. Right.
 2 Q. And you say okay and only find out later that
 3 there's an issue; is that fair?
 4 A. Yes.
 5 Q. When did you guys -- when did you or when did
 6 someone else from Cashman actually take this check to
 7 the bank?
 8 A. We didn't take it to the bank. We had a
 9 desktop deposit.
 10 Q. Okay.
 11 A. I believe it was either Friday -- Friday -- I
 12 think this April 29th, if I'm not mistaken, 2011, is a
 13 Friday. I think that's the date that we deposited it
 14 in our desktop deposit.
 15 Q. Okay.
 16 A. There was no taking it to the bank.
 17 Q. I'm not readily familiar with that. I mean,
 18 I'm not as familiar as you are with desktop deposit,
 19 but typically my experience has been that when you do
 20 something on Friday like that, it hits the bank a lot
 21 of times on Monday. Is that your experience or does it
 22 usually hit that same day?
 23 A. Well, and I don't mean to be nitpicky, but
 24 when you say "hit the bank," you need to clarify that.
 25 Q. Sure.

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- 1 A. When does that hit -- are -- are you asking
 2 when does that hit Angelo's account?
 3 Q. Yes. That's probably the better question.
 4 A. I don't know the answer to that, but we
 5 generally receive funds and access to the funds the
 6 same day that we deposit it from our bank. Now, what
 7 day it's presented to Angelo Carvalho's bank is -- I
 8 don't know.
 9 Q. Even in --
 10 A. I believe it's the same day, actually, or a
 11 Saturday, but I don't think that it would be a Monday.
 12 But it depends upon the bank and it depends upon the
 13 type of transaction --
 14 Q. Sure.
 15 A. -- lots of things out of both our hands.
 16 Q. One of those things being presumably the
 17 amount of the check. Would a check in this amount
 18 typically be available for you the same day?
 19 A. Well, our bank releases all of our -- does not
 20 put a hold on any of our funds.
 21 Q. Okay.
 22 A. And this is a large check for us. But, again,
 23 in the whole scheme of things --
 24 Q. I understand.
 25 A. -- for us is not -- going through our bank

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- 1 account is not of super huge significance that the bank
 2 would put a hold on it.
 3 Q. Right. I would imagine you have a revolving
 4 balance in your account of more than \$700,000, I hope.
 5 A. It's significantly more than that, yeah.
 6 Q. So when were you notified that there was a
 7 problem? I mean, did the bank notify you or did
 8 Carvalho notify you?
 9 A. No. Carvalho did not notify us. The bank
 10 notified us. And I don't know what -- this says 5/4 is
 11 the date.
 12 Q. I have a date of 5/4, yes. That's why I
 13 asked.
 14 A. Yeah. I don't know that we were notified that
 15 day, but that was the day that it was returned by our
 16 bank. And not necessarily -- when I say returned to
 17 us, that doesn't necessarily mean they notified us, but
 18 it was stamped returned. It was shortly thereafter,
 19 though.
 20 Q. Did the bank just tell you there was
 21 insufficient funds to cover the check?
 22 A. Yeah.
 23 Q. Okay.
 24 A. No. No. They just said it was -- right here,
 25 return reason, stop payment. Not insufficient funds.

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- 1 Q. That's fair with this particular check.
 2 So you get the stop payment back from your
 3 bank. What do you do next? And I assume this is you
 4 handling this?
 5 A. Yes. Well, I do have a staff and -- and, you
 6 know, they help me out. However, the first order of
 7 business was to try to contact Angelo to have him, you
 8 know, sort it out, and we were unable to.
 9 Q. Okay.
 10 A. In the first meeting that I exchanged the
 11 check, he mentioned that he was leaving the next day
 12 for Afghanistan on another military mission.
 13 Q. Did you have an understanding of whether he
 14 was or was not actually in the military at that time?
 15 A. At that point in time, I was under the
 16 impression that he was in the military because that's
 17 what he told me.
 18 Q. Okay.
 19 A. That he had -- and -- and the reason for that
 20 is it took a while for us to get this check after
 21 invoicing, which wasn't the plan --
 22 Q. Okay.
 23 A. -- because he was away on an assignment in the
 24 Middle East somewhere.
 25 Q. Okay.

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1 A. And -- and that was told to us by Francis
2 McCombs at Mojave.
3 Q. Okay.
4 A. And so when he finally came back into town is
5 when we had that first meeting.
6 Q. Okay.
7 A. And then he stated in that meeting that he was
8 going to be gone for another 45 days starting the day
9 after.
10 Q. So then at that point he's back, but he's
11 leaving again. You at this point know there's a
12 problem?
13 A. Yes.
14 Q. What did you do? Or what was the next thing
15 you did?
16 A. Well, we -- we attempted to get ahold of him
17 on his e-mail address, because he was fairly good about
18 returning emails, even in spite of him being overseas,
19 allegedly, is what he told us. And we were unable
20 to -- we tried phone calls, we tried him directly via
21 e-mail, we tried Mojave. It wasn't working.
22 Q. Generally, when you have a creditor or
23 situation like this that fails to fund --
24 A. Uh-huh.
25 Q. -- do you guys have a procedure for dealing

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1 with that?
2 A. Well, we contact the customer directly to try
3 and make good on it.
4 Q. Sure. So that's the ideal situation. Then
5 when you have a situation like that where the guy is
6 off traversing whatever, do you have kind of a backup?
7 Do you have another -- like a secondary, Okay. We
8 can't get ahold of the customer. Now what?
9 A. As far as a written policy, no.
10 Q. But as the credit manager for Cashman, do you
11 have something that you typically do when a situation
12 arises like this?
13 A. Well, this is not a typical situation, to be
14 honest with you. We don't have checks of this
15 magnitude bounce that I can ever recall. Or bounce, I
16 guess that's not the right word. Or stop payment.
17 Become nonsufficient -- or non -- don't yield funds.
18 How's that? That's probably the best word. That's
19 what we did is we went after -- directly after Angelo
20 Carvalho and tried to get Mojave to put a stop payment
21 on their check to him.
22 Q. But by the time you did that, it was too late,
23 wasn't it?
24 A. Yeah. They said it wasn't possible.
25 Q. Now in this second meeting with Carvalho --

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1 A. Uh-huh.
2 Q. -- did he do anything to try to make this
3 good? I mean what --
4 A. Well --
5 Q. Because I have read somewhere, either in a
6 declaration of yours or in something that you went with
7 him to the bank. Was that during this meeting or a
8 different meeting?
9 A. Well, I need to clarify quite a bit of that.
10 Q. Okay.
11 A. And -- and -- and if you don't mind,
12 Jennifer -- she can obviously object to me saying more
13 or less than I ought to, but we should probably back up
14 to how I got the second meeting to happen.
15 Q. Sure.
16 A. So, again, not able to contact him, no this,
17 no that, and that drags on for several weeks. I can't
18 tell you exactly how many weeks it was afterwards. But
19 in my research in trying to find him, I find him, I
20 find his name listed with another company that was
21 recently formed in California with another businessman
22 who does glazing, which is glass buildings.
23 Q. Right.
24 A. And he has his own company, and they formed
25 a -- a -- again, a disadvantaged business together with

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1 Angelo being one of the owners, with the idea that they
2 could run federally -- you know, for the same purposes
3 of this. I got ahold of several folks within that
4 company who then finally referred me to the owner, of
5 whom I spoke with who happened to be in Vegas, who
6 happened to have just met with Angelo Carvalho the day
7 before. And this is the same time when Angelo has gone
8 dark and supposedly overseas.
9 So I meet -- I -- I go to his house the next
10 morning, and about 8:00 o'clock or so I start knocking
11 for about 20 minutes, and he finally answers the door.
12 And he states that he had just got in at 1:00 or so in
13 the morning at Nellis from another assignment overseas.
14 He does make out another check at my behest, and this
15 is when he tells me that he put the stop payment on it
16 for whatever reason --
17 Q. Okay.
18 A. -- for the reason I mentioned prior. And he
19 gives me another check, after a half hour of him
20 humming. I then go down to Nevada State Bank, of which
21 that's the bank that it was written on.
22 Q. Yes.
23 A. Yes. And ask them to make it a bank check so
24 that the funds would be guaranteed to us, and they
25 could take the funds out of his account immediately so

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1 we wouldn't have to deal with this again. They were
2 unable to because the check -- and I don't have a copy
3 of this check and I will tell you why in a minute.
4 They were unable to because the check -- you see here
5 on this check it says 7558, you know, 9389?
6 Q. Right.
7 A. He wrote the next check out the same way, but
8 the bank said because it didn't say 755,893, they said
9 that that check was no good. So I then went to a
10 different Nevada State Bank, just to see how consistent
11 they would be, and the next Nevada State Bank would not
12 issue me a cashier's check or a bank check because they
13 said there were nonsufficient funds in his account.
14 Q. Okay.
15 A. So I took the check back and met with him
16 again. So I guess there were three meetings, but the
17 two and three were the same, within an hour of each
18 other.
19 Q. Yes.
20 A. And asked him to write me a check for what was
21 left in the account, assuming that it might be off by
22 100 bucks or maybe a couple thousand or some odd thing.
23 And -- and, you know, so I handed him back the check so
24 he could write one and write it out correctly this
25 time. And he called his bank. Again, it took him

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1 forever to do this. He called his bank and found out
2 there was only \$800 left in the account. At that point
3 in time, I said I would walk -- because he said he
4 didn't know what was going on. He called his banker to
5 try to figure it out. He said he would go to the bank
6 and go do this. So I insisted that I go with him to
7 the bank. He says, Well, it's more complicated than
8 that, blah, blah, blah; so why don't I just call you
9 back in a half hour or so after I have met with him
10 initially.
11 So I waited there nearby. I went to an IHOP
12 and had a late breakfast. I -- while I waited for his
13 call. He called and said someone had -- and I actually
14 have the text. I'm more than happy to show you guys
15 what he said. But he called the first time saying he's
16 still trying to figure it out. And I should back up.
17 I'm -- I'm having a hard time recollecting exactly.
18 But I did receive a phone call from him, I have a
19 voicemail from him, and I do have a text message from
20 him. And I believe that shortly after I actually
21 talked to him via phone, but I'm having a hard time
22 separating what I gleaned from the text, the voice
23 message, and when I actually talked to him on the
24 phone.
25 Q. Sure.

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1 A. But the gist of it was there was no money in
2 the account, which confirmed the 800 bucks. That the
3 money had been switched over to a Wells Fargo account
4 electronically, and he did not do it. He didn't know
5 who did it. Somebody else got access to his bank
6 account. And so after that phone conversation, text
7 message, and voicemail that day, I have never had
8 contact with him since --
9 Q. Okay.
10 A. -- despite efforts. How's that?
11 Q. Does Cashman as a business, do you guys have
12 protections in place for situations like this?
13 A. We do as much as legally possible to protect
14 ourselves in various different forms.
15 Q. Like what?
16 A. Well, mechanic's, preliminary notices, UCCs,
17 credit agreements that hold folks -- or their feet to
18 the fire.
19 Q. Okay.
20 A. But in the case of obvious fraud, then
21 we're -- that -- that we have alleged and that is going
22 to be hopefully proven in court on the Angelo Carvalho
23 case directly, which is why he is on house arrest,
24 it's, as you can imagine, somewhat difficult to --
25 Q. No, I understand that. I was looking more

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1 generally, kind of, you know.
2 A. One of the other things that we do is joint
3 checks. And in this case, we requested a joint check
4 from Francis because of the issues with getting ahold
5 of CAM --
6 Q. Sure.
7 A. -- and she refused to do that, which is not
8 abnormal for her to refuse to do a lot of things for
9 us, just the way that Francis treated us at Mojave.
10 Q. Well, let's talk about that a little bit. You
11 asked Mojave for a joint check; right?
12 A. Francis McCombs.
13 Q. And Francis wouldn't give you one?
14 A. Correct.
15 Q. Did she tell you why?
16 A. No. I -- I was not in that conversation.
17 That was one of my staff, and it was a verbal
18 conversation, not -- not email. So I -- unfortunately.
19 Q. Okay.
20 A. So I do not know why she said that.
21 Q. You said it was not uncommon for Francis to
22 not give you a joint check?
23 A. No. Mojave has never given us a joint check,
24 that I am aware of. I -- I guess I shouldn't say
25 never, but not in the recent past that I -- that I'm

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1 aware of.
 2 Q. Do you always request a joint check?
 3 A. No.
 4 Q. I was going to say, in situations where
 5 they're dealing with you as a customer, I wouldn't
 6 think it would be necessary.
 7 A. No, we don't really have to have that. I
 8 mean, there's not a real good reason for it. But in
 9 this case, there was a very good reason.
 10 Q. Well, when did you request the joint check?
 11 A. Before we were paid -- or before we were
 12 attempted to be paid. How's that?
 13 Q. Before that first meeting where he handed you
 14 the check?
 15 A. Yes. Well, Francis had asked us to sign an
 16 unconditional release prior to actually having the
 17 money or the payment, which we objected to and said
 18 we'd only do it as long as we had the check.
 19 Q. That's where I guess I'm having a little bit
 20 of disconnect. So Francis wants you guys to sign an
 21 unconditional final lien; correct?
 22 A. Well, and -- and the reason was because Mojave
 23 was under the gun to get paid themselves, and Angelo
 24 was nowhere to be found, so he couldn't sign any
 25 releases himself. So they were having problems getting

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1 paid -- well, I guess I shouldn't state what I assume.
 2 Q. Right.
 3 A. But, generally, that's the reason for that,
 4 but --
 5 Q. But they asked you for an unconditional final
 6 lien release, which you ultimately signed?
 7 A. I -- I don't know if it was an unconditional
 8 final but an unconditional progress at the -- the
 9 least.
 10 Q. And your position is, Well, we are not going
 11 to do that until we have a check; correct?
 12 A. Correct.
 13 Q. But Mojave refused to give you a joint check?
 14 A. Yes. Francis McCombs at Mojave.
 15 Q. Why did you issue the unconditional lien
 16 release when you didn't have a joint check that you had
 17 asked for?
 18 A. Well, because I had this check.
 19 Q. So you getting the check from CAM was enough
 20 for you to hand over the lien release?
 21 A. Yes.
 22 Q. That gave you enough comfort?
 23 A. Yes.
 24 Q. Why is that? Is it because you knew Mojave
 25 had tendered the funds?

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1 A. Yes.
 2 Q. And you did that even though you had limited
 3 credit information on CAM and they asked you to hold
 4 the check for a couple of days?
 5 A. Yes.
 6 Q. You still did have any issue giving them the
 7 unconditional lien release?
 8 A. Well, if -- if -- you may not be aware, and
 9 obviously you are fairly aware of what releases mean or
 10 don't mean, and -- and then there is always -- it's
 11 debatable and arguable, but from my understanding and
 12 education, that if a check does not clear, then the
 13 lien release becomes invalid.
 14 Q. Okay.
 15 A. So based on my -- and, again, you know,
 16 obviously you guys can debate that until kingdom come,
 17 but my education, that's what that tells me. So I am
 18 not as concerned about signing an unconditional release
 19 in accepting a check, because I believe, and that's
 20 what my education tells me, that if that check does not
 21 clear for whatever reason that my release I have given
 22 out is voided.
 23 Q. Do you guys use conditional releases?
 24 A. We use conditionals and unconditionals.
 25 Q. Okay.

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1 A. Conditionals are used prior to receiving the
 2 check --
 3 Q. Right.
 4 A. -- so they know how much to write the check
 5 for, basically.
 6 Q. Well, that was my question, I guess. Given
 7 that you weren't going to be able to put this money in
 8 your account for a handful of days, why didn't you give
 9 a conditional release pending the money actually
 10 hitting your bank account and then give the
 11 unconditional?
 12 A. Because of the reason I previously stated.
 13 Generally, it's -- it's -- it's a swap check for
 14 a -- an unconditional final.
 15 Q. I understand. But this was a little -- but
 16 this situation was a little bit unique in that you have
 17 got this kind of intermediary between you and your
 18 client that you hadn't really worked with before. Did
 19 you guys consider using a conditional lien release for
 20 that reason?
 21 A. No. We based our -- our -- my assurances on
 22 your client's, you know, credit perils and the fact
 23 that they have never bounced a check to anybody.
 24 Therefore, there was no reason that their funds would
 25 not be good.

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1 Q. Now, you may not know the answer to the
2 question, and if you don't that's fine. I would think
3 you might, but do you guys have insurance for this type
4 of thing?
5 A. Loss and fraud?
6 Q. Yes.
7 A. I believe we do have insurance for -- I don't
8 know about fraud, but -- but loss, we are fully
9 insured.
10 Q. So did you at any point alert your carrier
11 about these events?
12 A. I don't know that we have.
13 Q. Okay.
14 A. Again, that's -- that's our CFO's
15 responsibility.
16 Q. Who is your CFO?
17 A. His name is Lee Vanderpool. At the time it
18 was Jim Moore.
19 Q. But as the finance guy, would they let you
20 know if they -- in a situation like this where you've
21 got a loss, and a good sized loss, you know, three
22 quarter of a million dollar loss.
23 A. Very significant.
24 Q. Exactly. If they did contact your insurance
25 carrier and there was some process going on there to

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1 try to recoup some or all of it, that's something they
2 would let you know, wouldn't they?
3 A. Yes. And, therefore, again, I can't state for
4 sure that we -- that we have filed a claim or not.
5 I -- I -- to my knowledge, I don't believe we have.
6 Q. Okay. And --
7 A. And, again, you are saying a loss. I mean --
8 Q. This is a little bit different than a loss. I
9 understand that.
10 A. This is -- yeah.
11 Q. This is fairly fairly darn variety fraud.
12 But that said, the best to your knowledge,
13 whether a claim has been filed or not, your insurance
14 carrier hasn't done anything with respect to this or
15 you would probably know about that; right?
16 A. I -- I would -- again, I have -- I don't know.
17 I don't know that we have filed a claim. I don't know
18 that we have not filed a claim. If you are asking my
19 best judgment, I don't believe we have filed one.
20 Q. I guess my last question, though, was more
21 along the lines of you don't know if a claim was filed.
22 But if a claim had been filed and the insurance carrier
23 had done something, kicked some money in or something,
24 that would be something, as a finance guy, you would
25 get notice of, wouldn't you?

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1 A. Yes.
2 MR. BOSCHER: Can we take a quick three-minute
3 break?
4 MS. ROBINSON: Sure.
5 (A short break was taken.)
6 MR. BOSCHER: Back on the record.
7 BY MR. BOSCHER:
8 Q. You understand that you are still under oath?
9 A. I do.
10 MR. BOSCHER: For the record, Mr. Coleman has
11 decided to leave us, so he is no longer part of the
12 deposition. And, therefore, I am guessing he will not
13 be asking any questions at the conclusion of my
14 questions.
15 BY MR. BOSCHER:
16 Q. Back to Angelo, at this point, you know the
17 money isn't in the bank account. It has been
18 transferred to -- apparently by somebody to a Wells
19 Fargo account. Did he tell you anything about that
20 Wells Fargo account? Did he represent anything at that
21 time about what that account was?
22 A. I -- I can read you the text.
23 Q. No. I mean, if you can recall, you recall.
24 It's not --
25 A. Oh, no. I have been saving this text for a

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1 really long time. I would really like to get it off my
2 phone.
3 Q. Okay.
4 A. All right. Here. Hang on a second. It's
5 going to take a minute for me to find it. There it is.
6 Okay. And I -- any news -- okay. May 19th, Could you
7 meet at the bank in the morning? May 19th, Mojave
8 didn't do anything wrong. It's on my end. There was a
9 transfer into another bank, and I am waiting for an
10 answer. I do know it is a Wells Fargo account. And
11 then there's several texts from me trying to get more
12 information after that and nothing.
13 Q. Nothing?
14 A. So that's the extent of what I know about the
15 Wells Fargo account.
16 Q. And that was pretty much the last
17 communication you had with him, the voicemail, the
18 text, and then the brief conversation; correct?
19 A. Yes.
20 Q. Prior to filing the complaint, what steps did
21 Cashman take to try to get this money back from
22 Carvalho?
23 A. I filed a -- a -- a complaint. I don't know
24 how I would classify it as a -- a complaint or a notice
25 at the bad check division down in the basement of the

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1 courthouse over there.
 2 Q. Okay.
 3 A. And then put in the notices and whatnot and
 4 filed that there with the DA's office.
 5 Q. We talked about it briefly in the last hour,
 6 but what has transpired with that effort from the bad
 7 check division?
 8 A. Well, they went through the procedures and
 9 issued a -- a warrant, and he didn't show and one thing
 10 led to another. We confirmed several times that he was
 11 not in the military from a third-party source, and then
 12 Jennifer had something going on to where she would
 13 check periodically and then the -- the most recent one
 14 popped up that he was and -- rather he re-enlisted or
 15 however that works, but he was in New Jersey, was it?
 16 MS. ROBINSON: I think so.
 17 THE WITNESS: And she tracked down his
 18 commanding officer, and he was extradited -- I don't
 19 know if extradited is the right word, but he was sent
 20 here. And -- I don't know what all the proper legal
 21 words are, but from what I understand, he is now on
 22 house arrest.
 23 BY MR. BOSCHEE:
 24 Q. He came back on a bus as I understand it,
 25 which was probably a lot of fun.

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1 So the bad check division has followed through
 2 to the point where now he is on house arrest, and
 3 that's as far as it has gone with them, as far as you
 4 know?
 5 A. I did testify in front of a grand jury a
 6 couple of weeks ago.
 7 Q. Do you know what that proceeding was for?
 8 A. For -- for -- in efforts to -- for the case.
 9 Q. Let me clarify that. Was that an indictment
 10 hearing or was that a formal sentencing hearing, do you
 11 recall, do you know?
 12 A. There wasn't any sentencing going on.
 13 Q. Okay.
 14 A. It was the grand jury doing -- I -- I don't
 15 know. I testified in front of them. I -- I just
 16 assumed that it was for the final purposes. I'm sure
 17 Jennifer can --
 18 Q. Yes, it's fine. I'm not going to throw a
 19 bunch of legal terms at you. I mean, I may not even
 20 understand.
 21 A. Oh, try me.
 22 Q. But did it seem more of like a preliminary
 23 hearing or was it more on the merits?
 24 MS. ROBINSON: I'm going to object. Asked and
 25 answered. It's a grand jury, so it's for the purposes

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1 of charging, I believe. I'm not going to testify to
 2 that.
 3 BY MR. BOSCHEE:
 4 Q. Well, that's what I was going to say. I don't
 5 know. Where I was going with that is do you know if he
 6 was actually formally at this point been charged?
 7 A. I -- I don't know the answer to that.
 8 Q. All you know is you testified before the grand
 9 jury and that was that?
 10 A. Yeah.
 11 Q. I want to go back to the City Hall project,
 12 and I'm going to recover some of the things we talked
 13 about a little bit. I'm going to try not to repeat
 14 myself, but I want to kind of establish a little bit of
 15 a timeline.
 16 A. Yes.
 17 Q. So you talked a little bit earlier about you
 18 did a credit check on CAM. Do you remember that?
 19 A. I did.
 20 Q. Okay.
 21 A. I mean, I do remember.
 22 Q. Well, I'm going to put a document in front of
 23 you and see if this refreshes your recollection.
 24 A. I don't remember what I found.
 25 MR. BOSCHEE: This will be Exhibit 2. I'll

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1 just throw Mr. Coleman's copy in the pile.
 2 (Exhibit 2 marked.)
 3 BY MR. BOSCHEE:
 4 Q. Take a second and skim through this and the
 5 next page. Do you recognize this document?
 6 A. I do.
 7 Q. Is this the application that was submitted to
 8 you by CAM?
 9 A. Yes.
 10 Q. Would this have been the document that you
 11 would have reviewed? When I say you, you personally or
 12 someone on your staff with respect to determining CAM's
 13 credit worthiness?
 14 A. Yes.
 15 Q. Now, fairly standard practice to accept a
 16 credit application like this from a potential customer;
 17 correct?
 18 A. Yes.
 19 Q. And then typically, depending on what happens
 20 with your credit check, then you follow it up with
 21 sending out invoices to the new client; correct? Or to
 22 the, I guess, prospective client?
 23 A. It -- I mean, I would follow up sending
 24 invoices for or -- or -- or goods and services if
 25 I -- I don't know. You probably ought to restate that

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1 question a little bit.
 2 Q. Sure. An application for credit is given to
 3 you?
 4 A. Right.
 5 Q. You run the credit check; right?
 6 A. Right.
 7 Q. Whether, you know, assurances or good credit
 8 or otherwise, you determine to proceed forward with
 9 this potential customer? Let's assume that; correct?
 10 A. Okay.
 11 MS. ROBINSON: Can I object? Are you asking
 12 hypothetically or are you asking specifically about
 13 CAM?
 14 MR. BOSCHKE: Hypothetically.
 15 MS. ROBINSON: Okay.
 16 BY MR. BOSCHKE:
 17 Q. And after that, you would begin invoicing the
 18 client; correct?
 19 A. If -- if -- if I -- yes, I mean, once -- once
 20 the account is established, then -- then providing
 21 goods and services followed up by invoices is generally
 22 how that works.
 23 Q. Sure. Let me ask you this: Between the
 24 application for credit and the invoicing for goods and
 25 services when you set up the account as you said, is

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1 there any other documentation between you and the
 2 client, typically?
 3 A. Well, yes. And it really depends upon what
 4 type of transactions we're doing.
 5 Q. Sure. How about with this transaction, was
 6 there anything else between the application for credit
 7 and your invoicing CAM?
 8 A. Well, there was quite a bit of documentation
 9 between us and Mojave leading up to this because those
 10 were -- that's -- that's the reason for the
 11 application.
 12 Q. Sure.
 13 A. So there was quite a bit of documentation, of
 14 which I'm pretty sure you guys have.
 15 Q. Yes. And I guess that's what I'm -- and I'm
 16 not really talking about that. I know that there was a
 17 lot of communication and documentation between yourself
 18 and Mojave. I'm talking, Okay. Mojave -- you know,
 19 cat out of the bag. We need to use this disadvantaged
 20 owner. Here's CAM Consulting. You have CAM submit
 21 this credit application, they do, and then between this
 22 time and the time you start actually invoicing CAM, was
 23 there any other documentation that you recall entering
 24 into between Cushman and CAM?
 25 A. As far as any more credit agreements or any

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1 more other agreements, not that I'm aware of.
 2 Q. So basically this and then the invoices was
 3 the agreement that you had with CAM; right?
 4 A. Again, I -- I mean, this -- this is the
 5 agreement I have with CAM and they signed, and really
 6 this is an application for credit and it lists terms
 7 and conditions. But as far as an agreement whether or
 8 not to bill or not to bill him was -- was a different
 9 decision. Does that make sense?
 10 Q. It does. But I guess what I am asking
 11 is -- so let's follow up on that. It was a different
 12 decision. When you say that, what do you mean by that?
 13 A. Well, what I mean by that, that -- that
 14 transaction was, you know, kind of a Mojave
 15 instigated -- our -- based on our relationship with
 16 Mojave to proceed with the, you know, the invoicing of
 17 CAM.
 18 Q. Sure.
 19 A. This -- this didn't really tell us that it's
 20 okay to invoice CAM, not necessarily. This is
 21 just -- how do you say, a formality.
 22 Q. That --
 23 A. So we can set the customer up in the system
 24 and bill it to the right name.
 25 Q. I think we're talking around each other

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1 because I think we're basically saying the same thing.
 2 You've got a good relationship with Mojave, you haven't
 3 had any problems?
 4 A. Well, I --
 5 Q. Well, you haven't had problems like this?
 6 A. None of this -- none of this magnitude.
 7 Q. Haven't had a bounced check, I think was your
 8 testimony earlier?
 9 A. Yes.
 10 Q. CAM comes in, fills out the credit
 11 application. Based upon your relationship with Mojave
 12 and to some extent this credit application, you set CAM
 13 up in the system for an account; correct?
 14 A. Well, define account.
 15 Q. Well, you tell me what you did. You got the
 16 application for credit. How did you start invoicing
 17 that?
 18 A. I would be happy to.
 19 Q. Sure.
 20 A. We set them up with an account number. We did
 21 not give them a charge account, meaning we're okay with
 22 collecting the money after the fact. We wanted our
 23 money as -- as close to delivery as possible.
 24 Q. Right. Okay.
 25 A. So --

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1 Q. We'll get into that, too. Because in this
2 case, the money didn't come as close to delivery as I'm
3 sure you guys would normally like. But there was no
4 other paperwork filled out by CAM?
5 A. Not that I'm aware of.
6 Q. Before you started invoicing them?
7 A. I -- well, I mean, if there were any other
8 purchase orders issued, I'm not aware of it.
9 Q. I understand that. But between you guys, they
10 fill this out, you give them an account number, and you
11 start invoicing them?
12 A. Right.
13 Q. Done. Okay.
14 Let's talk about the invoices and some of the
15 timing issues that have flowed from that.
16 MR. BOSCHKE: We'll mark this as
17 Exhibit -- collectively these documents as Exhibit 3.
18 (Exhibit 3 marked.)
19 BY MR. BOSCHKE:
20 Q. Take a second and skim through them if you
21 want to. I think it's Cash 003 through Cash 00 -- I
22 think we stopped at 8. It is some invoices and I want
23 to say a couple of bills of lading. I'll tell you most
24 of my questions will be about the invoices.
25 A. Okay.

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1 Q. Do you recognize these documents?
2 A. I do.
3 Q. The first two pages of this appear to
4 be -- well, let me stop there. Let me ask you another
5 question that just popped into my head.
6 For this project, did Cashman ever enter into
7 a contract directly with Mojave?
8 A. We had quoted them, and they had accepted the
9 quote.
10 Q. Right.
11 A. So I guess you could call that a contract of
12 some sort.
13 Q. Written contract?
14 A. Yeah. I think there was written stuff signed
15 by both parties.
16 Q. I guess what I am saying is you didn't have a
17 contractor/subcontractor signed contract. You did this
18 typical quote them, they accept kind of your standard
19 practice with Mojave; correct?
20 A. Yes.
21 Q. I guess I'm wondering, there's not some
22 written document out there between you and Mojave that
23 I haven't seen in this litigation, is there?
24 A. Not that I am aware of.
25 Q. A subcontractor agreement or some type of a

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1 supply agreement or anything?
2 A. No. There's no master agreement that I am
3 aware of.
4 Q. Let's take a look at the first invoice. It
5 looks like it's dated February 1, 2011. And total
6 amount of equipment, this one looks like it's
7 \$598,3 -- I'm sorry, \$598,936.26; is that right?
8 A. That's what I read as well.
9 Q. And then the next invoice on CASH005, same
10 date on the invoice, 2/1/11, and this is for
11 \$156,627.92. And then right after that, there's a, you
12 know, smaller one it looks like from March for \$329.71;
13 is that right?
14 A. That's what I read.
15 Q. What was the scope of work that Cashman agreed
16 to with respect to this project?
17 A. How -- what do you mean by that?
18 Q. Well, what were you guys doing? Were you
19 supplying materials?
20 A. We supplied these items here. They are for
21 backup electrical power sources and systems for
22 obviously -- for the project.
23 Q. And I know there was some disagreement
24 apparently last week and on Friday about this. Did the
25 scope of your work, to your understanding, include

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1 installation of anything?
2 A. Yes. That was to be part of it, installation
3 and startup.
4 Q. And that was part of what was billed for on
5 these invoices.
6 A. Yes. Now -- now, keep in mind, the
7 installation is not something that you just do in one
8 day.
9 Q. I understand.
10 A. I mean, it happened from start to not quite
11 finish.
12 Q. If you know, when did you start -- well, I'll
13 represent to you the three invoices, the three sets of
14 invoices that we just looked at, you know, we can break
15 out the calculator if you want, but it totaled
16 \$755,893.89.
17 A. Yeah, it should.
18 Q. There aren't any other invoices for work or
19 materials that you are aware of that were provided, are
20 there?
21 A. Not that I'm aware of.
22 Q. I only ask that because that was the same
23 amount that you were supposed to be paid; right?
24 A. Yes.
25 Q. When did you guys start delivering and

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1 installing equipment to this project, do you recall?
 2 MS, ROBINSON: I'm going to object to the form
 3 of the question. If you can define what you mean by
 4 "install." Because I don't know that it's completely
 5 clear that we're all talking about the same --
 6 MR. BOSCHKE: Well, he said install. That's
 7 why I used that word.
 8 BY MR. BOSCHKE:
 9 Q. I mean, I'll ask multiple questions, and maybe
 10 we can clear it up this way. When did you guys start
 11 supplying equipment for this project?
 12 A. How about asking -- how about, when did you
 13 deliver the equipment?
 14 Q. Fair enough. That was going to be my next
 15 question.
 16 A. The answer is multiple dates, because there's
 17 multiple units here.
 18 Q. Okay.
 19 A. And I don't know the dates all specifically,
 20 though I think we probably have some documentation that
 21 will support those dates.
 22 Q. Sure.
 23 A. I know there's pictures and whatnot out there,
 24 but not all the stuff was delivered on the same date.
 25 And it was -- and delivery was -- yes. It was kind of

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1 a range of dates.
 2 Q. And then --
 3 A. These are -- these are very large units. They
 4 take cranes to, you know, drop them off and set them in
 5 the right place. And -- yeah. So this is kind of a
 6 big deal.
 7 Q. I have been over there. This is a lot of big
 8 stuff.
 9 And I understand we're dealing with a range of
 10 dates, but the equipment was delivered before you sent
 11 the invoice to CAM, wasn't it?
 12 A. I don't know that that is entirely true, but I
 13 believe the major pieces were.
 14 Q. And the reason I asked that, like is, for
 15 example, I'm not looking for a specific, you know, this
 16 piece was delivered on January 20th and this piece was
 17 delivered -- I truthfully don't care, but if you have
 18 got an invoice here that's sent out on 2/1/11, fair to
 19 say that most of the equipment, be it in December,
 20 January, was delivered by the time this invoice went
 21 out; correct?
 22 A. I -- yes. I think that is accurate.
 23 Q. And so the two sets of invoices go out on
 24 February 1st. Fair to assume that all that equipment
 25 was delivered. And then we have got this one kind of

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1 small -- smaller -- I'm guessing because it's only 329
 2 bucks -- that was invoiced on March 25, 2011. Do you
 3 know what this is?
 4 A. Well, I -- I can read what the invoice says.
 5 It says lugs, which are generally some type of bolts.
 6 Q. Right. Well, let me ask you this: Did
 7 Cashman do any work on this project after -- I mean,
 8 work on the project, you know, on site? Did you guys
 9 do any work on the project after February 1, 2011, that
 10 you are aware of?
 11 A. Oh, I don't -- I don't know for a fact.
 12 Q. Okay.
 13 A. I don't know that -- I don't know the answer
 14 to that. That would be a Keith question.
 15 Q. Okay. Keith would be the guy to ask.
 16 Other than these lug bolts, it doesn't appear
 17 any equipment was delivered to the project after
 18 February 1st of 2011; is that fair?
 19 A. You know, I -- I -- I'm having a hard time
 20 with all the delivery stuff because I don't have all
 21 that stuff in front of me.
 22 Q. Sure.
 23 A. And I don't recollect when all the exact dates
 24 were. But suffice it to say, the major pieces were
 25 delivered prior to the invoice.

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1 Q. Prior to the invoice?
 2 A. And that's part of the invoice practice for
 3 soes and all sorts of things. Things have to get
 4 delivered and accepted before you can invoice.
 5 Q. Sure.
 6 And things need to be delivered and accepted
 7 before you can invoice. And then you testified that
 8 installation was also part of the job. Was that done
 9 in conjunction with the delivery?
 10 A. When you say "installation," are you meaning
 11 startup and making the whole system functional and
 12 workable as per the specs?
 13 Q. You tell me what your understanding of
 14 installation is.
 15 A. Well, that -- the making of the entire system
 16 work and -- and functional as per the specs, that
 17 is -- that dollar amount is included in this.
 18 Q. What is the timing of that? Does it happen
 19 right around the same time that the equipment is
 20 delivered?
 21 A. No.
 22 Q. Or is there a fair gap?
 23 A. There is a significant gap. Again, questions
 24 more likely for Keith --
 25 Q. Sure.

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1 A. -- but I think I can answer a little bit, is
2 there are certain points in that timeframe that we will
3 go out there and do whatever for whatever. You know,
4 because everything is a process and everything goes in
5 stages.

6 Q. Right.

7 A. So, no, it's not just a we drop everything
8 off, leave for six months, and then come back on a day,
9 and turn on the switch.

10 Q. Okay.

11 A. I believe it's -- you know, it's an ongoing,
12 but there's more that happens towards the end when
13 everything is getting ready to start up.

14 Q. And, again, you may or may not know the answer
15 to this. This may be another Keith question, but the
16 installation is included in the invoicing, I think is
17 what you said earlier; correct?

18 A. Well --

19 MS. ROBINSON: I'm going to object. Asked and
20 answered.

21 THE WITNESS: Yeah.

22 BY MR. BOSCHEE:

23 Q. This is actually not -- I'm not trying to
24 trick you. I have a follow-up question. I just want
25 to make sure that's what your understanding is?

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1 A. Well, what I understand is -- is the startup
2 is -- you know, the finishing off the process. I mean,
3 whatever you want to call it, whether it's installation
4 or -- the reason I hesitate using that word because
5 it's -- obviously we were trying -- we were trying to
6 sort that out last week. Everybody -- we were kind of
7 trying to make sure we knew what that meant, and I
8 don't know if it was clear. But, yes. The entire
9 machinery that we have sold to them, we did include in
10 this balance to be all functional and workable
11 according to all the codes and everything that needs to
12 be done.

13 Q. Okay.

14 A. Codes of the city and state that require for
15 occupancy.

16 Q. And we won't use the word "installation," but
17 getting the equipment workable and operational, all of
18 that would be done before you would invoice CAM,
19 wouldn't it?

20 A. No.

21 Q. It wouldn't be?

22 A. No.

23 Q. So the equipment is delivered, the invoice is
24 sent, but the startup, getting it functional that goes
25 on past February 1, 2011?

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1 A. Yes. Significantly.

2 Q. So CAM at this point had been billed for it,
3 it's been part of their bill, but their service hasn't
4 been completed yet -- or the service hasn't been
5 completed yet, is the better way to say it?

6 A. True.

7 Q. Do you know when -- and maybe this is a Keith
8 question -- when's the last time that Cashman was on
9 this project actually performing work?

10 A. Don't know.

11 Q. Do you have a general idea of March, April,
12 earlier?

13 A. I -- I couldn't tell you. I really don't
14 know.

15 Q. And the only reason they were out there until
16 April is that's when things blew up?

17 A. Right.

18 Q. You guys didn't do any work after that, did
19 you?

20 A. Again, I couldn't tell you. We didn't -- I
21 mean, again, we have a -- well, had a better, let's
22 say, relationship with Mojave. And so in spite of
23 everything that happened, we were still contracting
24 with them on some other jobs and some other work, and I
25 don't know that we absolutely stopped everything at

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1 that point until at a later point in time. But, again,
2 I don't know that we had people out there at this site
3 subsequent to that either.

4 Q. So just so I have got my timeline correct, it
5 looks like the majority of equipment was delivered
6 prior to February of 2011, but you are not sure when
7 the startup and all the workup was done, was completed
8 and when you guys were actually off the project?

9 A. Well, that's -- that's not really a fair
10 question.

11 Q. Okay.

12 A. I mean, you were talking about delivery --

13 Q. Sure.

14 A. -- so, yes.

15 Q. Delivery, we got that?

16 A. But as far as the startup and all the rest of
17 that stuff, I -- I don't know how much of that was done
18 prior to us exiting the premises or -- or not coming
19 back. I don't know.

20 Q. Okay. That's fair.

21 A. But I do know that there is some left to do.

22 Q. Right. Yes. Talked about that last week.

23 But Keith would be someone who would be a person with
24 knowledge on that subject; correct?

25 A. Yes.

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1 Q. Now, the three invoices that we saw, we talked
2 about this earlier. It's your understanding that
3 Mojave cut a check for at least the amount of these
4 three invoices, and your understanding it was actually
5 more than that to CAM; correct?
6 A. Yes.
7 Q. And based upon that, you provided what we're
8 going to look at next, this waiver and release upon
9 final payment?
10 A. Well, the reason I know that that check was
11 more is because I have seen his bank records, and we
12 know for a fact that it was.
13 Q. You know now that it was?
14 A. Right.
15 Q. After the fact, you have seen --
16 A. Right. But -- but at the time I knew, too,
17 because there was -- again, there was another couple of
18 vendors involved.
19 Q. Sure. That makes sense.
20 A. Not that that really matters.
21 Q. I want to take a look at this and not spend
22 too much time on this.
23 MR. BOSCHKE: This will be the next exhibit,
24 whatever number we're on. I think we're on 4.
25 (Exhibit 4 marked.)

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1 BY MR. BOSCHKE:
2 Q. Take a quick look at this. And I'm guessing
3 you have seen it before?
4 A. I have.
5 Q. Now, you testified earlier, if my recollection
6 is correct, that you swapped this document with
7 Carvalho for the check; correct?
8 A. Yes.
9 Q. And this was signed and notarized by
10 somebody --
11 A. Debra Caldwell.
12 Q. -- on April 26, 2010; correct?
13 A. Yes. That's what it states.
14 Q. Does that refresh your recollection as to the
15 date of the swap or it could have been that day or the
16 day after?
17 A. Yeah. It could have been that day or the day
18 after.
19 Q. We talked about your understanding of
20 unconditional waiver and releases and that they can
21 be -- that if the check bounces, you can terminate them
22 or void them; correct?
23 A. Correct.
24 Q. And we talked about use potentially of a
25 conditional waiver and release under different

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1 circumstances, do you recall that?
2 A. I do.
3 Q. Have you guys changed the way that you do
4 things or your policy with respect to swapping
5 unconditional lien releases for checks as a result of
6 this incident or do you still do things the same way
7 you have always done them?
8 A. No, we have not changed. We do -- we still do
9 the things the same way we have always done them.
10 Q. Did you guys complete the work on this
11 project?
12 A. I thought we just covered that.
13 Q. The work that you agreed to perform. The
14 deliver, and then the startup and installation?
15 A. Well, yeah. We -- we just -- we just covered
16 that and the fact that --
17 Q. Right.
18 A. -- yes, there's still something out there left
19 to be done.
20 Q. Could you -- I asked the question and I just
21 made a note of it. Do you know what's left to be
22 completed, other than obviously the installation and
23 the safety codes?
24 MS. ROBINSON: I'm going to object. Asked and
25 answered. And I think he previously testified as to

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1 what you're asking.
2 THE WITNESS: Yeah.
3 BY MR. BOSCHKE:
4 Q. I don't think he did. I don't think he
5 clarified. That's why I made a note of it. I don't
6 think he clarified what still needs to be done. That's
7 why I asked again. Again, I'm not trying to trick you.
8 A. I can answer that. I can simply state it's
9 what we call a startup --
10 Q. Okay.
11 A. -- which basically is the final phase
12 of -- of, you know, the -- the sale, making everything
13 workable and functional.
14 Q. Something just occurred to me that everybody
15 in this room knows what you mean by startup, but
16 someone else reading this transcript, maybe a judge or
17 somebody, might not. What do you mean when you are
18 talking about startup? Explain it very -- like I have
19 never been in the construction field or never been to a
20 job site. What do you mean by that?
21 A. Well, I'm going to let Keith answer that
22 question.
23 Q. Okay.
24 A. Because, again, I'm -- I'm the person most
25 knowledgeable about the deal in its entirety, but about

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1 the specifics and startup, I'm not a power generation
2 person. I don't know what that all entails. But
3 suffice it to say, to -- to make it workable and
4 functionable according to all the -- the codes of the
5 building codes.
6 Q. And I wasn't looking for the technical specs
7 that Keith might be able to give me. I was looking
8 for -- you've used the word "startup" a handful of
9 times. I just want to make sure the record is clear for
10 a layperson reading it, what you mean by startup when
11 you are referring to that, and I think you just
12 answered it.
13 A. Yeah. And that process generally happens
14 toward the latter part of the project.
15 Q. And some of that still needs to be completed;
16 correct?
17 A. Yes.
18 Q. Now, at some point after all this
19 unfortunateness happens, you guys did leave the
20 project; correct, Cashman? You stopped working?
21 A. Again, I don't know -- I mean, we did not
22 finish and complete.
23 Q. Right.
24 A. Everything that -- the startup, if that makes
25 sense. I don't -- I don't know what point -- at what

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1 point that was or what that even actually means, but,
2 yes, we did not come back and finish everything.
3 Q. And that may be a better question for Keith,
4 but I just wanted to kind of get to my next thing.
5 Do you recall receiving a demand or any kind
6 of communication from Mojave to come back and finish up
7 what was still left to be done?
8 A. I believe you guys sent some legal
9 correspondence demanding that we do that.
10 Q. Okay.
11 A. Do -- is that the case?
12 Q. Well, I'll represent to you that I think you
13 got it from both Mojave and perhaps our office.
14 A. Okay.
15 Q. But you recall receiving a demand request from
16 Mojave to finish up; right?
17 A. Yes.
18 Q. You didn't do that; right?
19 A. No.
20 Q. You didn't go back there after receiving that
21 demand, did you?
22 A. Not that I am aware of, no.
23 Q. Do you recall in the demands that you received
24 Mojave having issues with the quality or functioning of
25 the materials that had been provided by Cashman?

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1 A. I don't -- I don't recall those documents
2 stating anything like that. Not that they didn't, I
3 just -- I just haven't seen them or reviewed them in
4 the recent past.
5 Q. Do you ever recall, either from our office or
6 directly from Mojave -- and this may come directly from
7 Mojave -- requesting a repair of any of the materials,
8 any of the equipment that Cashman had provided?
9 A. I don't recall.
10 Q. Would that be something that Keith might be
11 better -- would he have handled that or would that be
12 something that you dealt with?
13 A. No. That probably would have been him,
14 but -- primarily. However, all it would take is simply
15 reviewing the document, and I could answer the
16 question.
17 Q. Well, let's talk about the -- at some point
18 when the payment wasn't made, you guys decided that
19 going the mechanic's lien route is what needed to
20 happen; correct?
21 A. Yeah, absolutely.
22 Q. We will mark the next one in line. And,
23 again, I suspect -- I don't know, but this may
24 be -- you may or may not have any recollection of any
25 of this.

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1 MR. BOSCHKE: This is Exhibit 5, I believe.
2 (Exhibit 5 marked.)
3 BY MR. BOSCHKE:
4 Q. Take a look at this document. It's entitled
5 notice of right to lien. It's typically referred to as
6 prelien notice. Do you recognize this document?
7 A. I do.
8 Q. It says it was prepared by CMA Forms Filing
9 Service. Does that ring a bell?
10 A. Yes.
11 Q. Is that something that you guys use a lot?
12 A. Yes.
13 Q. This wasn't something that was prepared
14 by -- and I don't want to know any communications, per
15 se. This wasn't anything that was prepared by counsel,
16 was it?
17 A. No.
18 Q. It's not something that you would typically
19 hire your attorney to put together, is it?
20 A. As much as we love her, no. She's too
21 expensive.
22 Q. Exactly. I was going to say that's not just a
23 Jennifer issue.
24 To the best of your understanding and
25 recollection, is this the only prelien notice that you

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1 guys provided to this project?
 2 A. To my knowledge, yes.
 3 Q. This was served, it looks like on the
 4 parties -- and if you look midway down the page, this
 5 might refresh your recollection -- served on the
 6 parties by mail on about April 20, 2011; is that
 7 correct?
 8 A. That's what it states, yes.
 9 Q. Why did you guys decide to do a prelien notice
 10 at this time before you had even gotten the check?
 11 What kind of spurred this on in your decision-making
 12 process?
 13 A. The issues at hand.
 14 Q. What issues were at hand at that point?
 15 A. The nonpayment.
 16 Q. The nonpayment -- explain yourself. I'm
 17 missing what you're --
 18 A. We had not been paid yet.
 19 Q. The invoices were a little old?
 20 A. Yes. And Angelo was not present.
 21 Q. When the rubber hit the road and Angelo
 22 finally showed up on the 27th-ish, give or take, 26th,
 23 27th, and you swapped the check for the release, you
 24 didn't release the prelien notice or anything, did you?
 25 You kept it in place?

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1 A. Well, there's -- there's no -- I mean, it's a
 2 notice.
 3 Q. I understand.
 4 A. There's no release or anything required to
 5 these. It's just a notice.
 6 Q. I guess what I am getting at is -- I
 7 understand what you are saying. You didn't send
 8 anything to any of the folks saying, Okay. We're paid,
 9 we're good, don't worry about it?
 10 A. No. I mean, not in regards to --
 11 Q. It's not something that you would typically do
 12 anyway, is it?
 13 A. No, not like that.
 14 Q. I'm going to show you the next one, which is
 15 the lien.
 16 (Exhibit 6 marked.)
 17 BY MR. BOSCHEE:
 18 Q. I'm guessing you recognize this document?
 19 A. I do.
 20 Q. Is that your signature at the bottom of the
 21 page?
 22 A. Yes.
 23 Q. And on the next page?
 24 A. Yes, indeed.
 25 Q. Does this appear to be a true and correct copy

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1 of a mechanic's lien that you guys recorded?
 2 A. Yeah.
 3 Q. And this one, this one you did have counsel
 4 assist you with; is that correct?
 5 A. Yes.
 6 Q. I don't want to get into communications that
 7 you had with Jennifer at all. I really don't. Let me
 8 ask you this: Who determined the amount of the
 9 original contract in line 1? Was that you or your
 10 counsel?
 11 A. I -- I sent her all the paperwork and -- and
 12 told her how much it was.
 13 Q. So the determination of the amount of the lien
 14 was something that you guys determined and then --
 15 A. Yes.
 16 Q. -- forwarded on?
 17 And that was based on the invoices we looked
 18 at --
 19 A. Yes.
 20 Q. -- about an hour ago; correct?
 21 A. Yes.
 22 Q. Materials supplied, that included the startup,
 23 whatever we want to call it, installation, startup,
 24 getting the stuff working; correct?
 25 A. Yes.

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1 Q. Did you at that time have any reason to
 2 believe that that number was not accurate?
 3 A. No.
 4 Q. Sitting here right now, do you have any reason
 5 to believe that number might not be accurate?
 6 A. No.
 7 Q. You testified earlier that the startup,
 8 getting everything working, was part of what you
 9 invoiced for, and in particular, on February 1, 2011;
 10 correct?
 11 A. Yes.
 12 Q. That's part of what's in that invoicing? But
 13 it wasn't done yet because that happens as a process
 14 over the course of the project; correct?
 15 A. Yes.
 16 Q. And then you told me that there's still some
 17 of that that needs to be done because, you know, you
 18 guys just didn't finish it; correct, primarily because
 19 of what happened here?
 20 A. Yes.
 21 Q. So you would agree with me, wouldn't you, that
 22 the \$755,893.89 includes at least some services, some
 23 startup services you guys haven't actually performed
 24 yet, wouldn't you?
 25 A. Yes.

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1 Q. But you still included it in your notice of
2 lien?
3 A. Yes.
4 Q. Do you have an intention to perform those
5 services at some point?
6 A. Yes.
7 Q. When?
8 A. When we're paid.
9 Q. Okay.
10 A. Did you expect that?
11 Q. I did expect that.
12 And to the extent, if for whatever reason you
13 guys don't get paid as a result of this lawsuit or
14 hopefully for everybody Mr. Carvalho winning the
15 lottery, those services aren't going to be performed
16 until you actually get the money; right? You are not
17 going to go back out there, other than what the court
18 apparently ordered you to do on Friday, but you aren't
19 going to go out there and perform additional services
20 on this project, are you, until you get this money?
21 A. That is our plan, yes.
22 Q. Okay.
23 A. Unless other legal ramifications present
24 themselves.
25 Q. I understand.

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1 Do you have anything else you want to tell me
2 about the amount of the lien, the \$755,893.89 that you
3 believe, other than what we just talked about, you have
4 no other issues with the amount, do you?
5 A. No. It's the sum of invoices that we have
6 given.
7 Q. Well, around the same time, I think you guys
8 served, if I'm not mistaken, a notice to the general
9 contractor; correct? I'm going to show it to you. I'm
10 just asking.
11 (Exhibit 7 marked.)
12 BY MR. BOSCHEE:
13 Q. I will represent to you that I'm fairly
14 certain that that's Jennifer's signature on the bottom
15 of the page, having seen it a couple of times, but have
16 you seen this document before?
17 A. Yeah.
18 Q. Do you recognize it?
19 A. Uh-huh.
20 Q. This is a true and correct copy of the 90-day
21 notice that was sent to Whiting Turner; is that right?
22 A. I believe so, yes.
23 Q. And was this notice sent in an effort to
24 preserve a claim against Whiting surety?
25 A. Yes.

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1 Q. Date on the notice June 24, 2011, is that
2 accurate, to the best of your knowledge?
3 A. Yes.
4 Q. No other notices were served before this date,
5 were they?
6 A. I don't know that to be true.
7 Q. Have you seen any?
8 A. Not that I am aware of.
9 Q. In fact, this is the only 90 day notice to the
10 general that you have ever actually seen; is that
11 correct?
12 A. Yes.
13 Q. And -- disregard that. I was going to ask a
14 bad question and I'm not going to.
15 A. Thank goodness.
16 Q. Exactly. I have asked plenty of bad ones
17 already.
18 You have -- and, again, I'm going to try to
19 steer this away from legal conclusions as best I can,
20 but Cashman has brought a claim in this lawsuit for
21 fraudulent transfer against Mojave. Do you have an
22 understanding of that, that that claim has been
23 asserted?
24 A. Yes.
25 Q. Factually, what is the basis, sitting here

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1 right now, your understanding, what factual basis do
2 you have for asserting that claim?
3 A. Would you like me to answer that?
4 MS. ROBINSON: No. You can answer it to the
5 best of your knowledge.
6 BY MR. BOSCHEE:
7 Q. To the best of your knowledge.
8 MS. ROBINSON: But if you don't have a clear
9 understanding --
10 BY MR. BOSCHEE:
11 Q. And then I'll follow-up with some other
12 questions as to elements if you don't.
13 A. There were checks cut back to Angelo Carvalho
14 in significant amounts that we believe some of those
15 funds should have been ours, if not all of them.
16 Q. Checks cut to Carvalho or checks from
17 Carvalho?
18 A. Checks cut from Carvalho back to Mojave.
19 Q. Those were two checks, if memory serves;
20 correct?
21 A. (Witness nods.)
22 Q. Right around the same dates we're talking
23 about, end of April?
24 A. Yes, yes.
25 Q. What investigation have you done with respect

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1 to those checks and the job that they came from, if
2 any?
3 A. I -- we were limited to what Mojave has
4 supplied us.
5 Q. Do you have an understanding as to what job
6 they relate to?
7 A. Again, our information directly comes from
8 Mojave.
9 Q. What has Mojave told you about those checks?
10 A. They said they were in relation to something
11 else.
12 Q. Another job?
13 A. Yes.
14 Q. Who told you that, Francis again?
15 A. No. That came from a -- I don't recall when
16 we got that information. There was -- there was a
17 meeting between our president and Keith Lozeau and an
18 owner of Mojave. I forget what his name is right off
19 the bat.
20 Q. Troy Nelson?
21 A. I believe it was with Troy and Brian Bagney
22 (phonetic). There were several things that came out of
23 that meeting. It could have been -- resulted from that
24 meeting. There was also --
25 Q. While you have got that in your train of

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1 thought, what else came out of that meeting, if you
2 recall?
3 A. That we didn't receive payment.
4 Q. Obviously.
5 A. So not much.
6 Q. I think we will all agree on that point, but
7 anything else? What else did you guys talk about
8 during that meeting?
9 A. I was not present. I was out on vacation, so
10 I was not there.
11 Q. But you are fairly certain that these two
12 checks came up in that meeting?
13 A. Yes.
14 Q. Have you personally had any conversations with
15 anybody at Mojave about these two checks?
16 A. No, I have not.
17 Q. And the entire source of your information
18 regarding these two checks and why they were paid comes
19 from what you've gleaned from Mojave; correct?
20 A. Well, the way when about the checks is Angelo
21 Carvalho's bank records.
22 Q. Right.
23 A. So that's -- that's where that is.
24 Q. So you get the bank records from Carvalho and
25 you see those checks going back to Mojave and a red

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1 flag goes up. And so at some point, you or somebody
2 else contacts Mojave and says, Hey, what's up with
3 this?
4 A. Yeah. And we have not really gotten a clear
5 response as to what it really is.
6 Q. When you say "we haven't got a clear detail,"
7 what response have you gotten?
8 A. Based on -- again, if my recollection serves
9 me well, and it's secondhand.
10 Q. I understand. And Keith -- I maybe have to
11 ask him about that.
12 A. No. It's Keith and my president --
13 Q. Sure.
14 A. -- that it was -- was not related to this job,
15 which we don't entirely feel is true.
16 Q. Why not?
17 A. Well --
18 Q. I mean, what is the basis for your belief?
19 A. Again, the timing of the checks. I mean, that
20 he wrote those checks upon receiving his check from
21 Mojave.
22 Q. Okay.
23 A. All one check, from what I understand, in
24 that -- in that instance, and he didn't have enough
25 money to pay him until he got his check from Mojave,

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1 which was -- I mean, there's -- there's a -- there's a
2 kind of a series of check that come into CAM prior to
3 that. But this was the big one, and this is the time
4 that he paid it back, which we feel was -- timing meant
5 that that was really our money from Mojave.
6 Q. But you testified earlier that you have an
7 understanding that Mojave wrote a check in the amount
8 greater than the amount that was owed to Cashman to
9 Carvalho at that point; right?
10 A. Yes.
11 Q. So at least theoretically, he could have had
12 enough money to pay it back if there was money owed to
13 Mojave. He could have paid both of you, theoretically;
14 right?
15 A. Well, he should have been able to pay all of
16 us theoretically, yes.
17 Q. This other job that Mojave articulated or told
18 you or indicated that this money was for, have you guys
19 looked into that job at all? Have you done any
20 independent investigation?
21 A. We -- we don't know what job that is. We
22 don't have any details that I'm aware of.
23 Q. Mojave never told you what job it was?
24 A. I -- I don't -- I don't know.
25 Q. Okay.

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1 A. Whether or not they told somebody else, I am
2 not aware of, but I don't know.
3 Q. In your meetings with Carvalho, let's start
4 there, meetings and telephone conversations?
5 A. Uh-huh.
6 Q. Did he ever explain what his relationship was
7 with Mojave?
8 A. Other than he had been -- I mean, he actually
9 showed me the checks that he had signed and sent to the
10 two other vendors in the second deal, which meant that
11 he was the disadvantaged business owner entity for
12 several other vendors in relation to Mojave's dealings.
13 But other than that, I don't know.
14 Q. So he showed you checks where he had kind of,
15 where Carvalho and CAM --
16 A. I'm sorry, to clarify, copies of checks.
17 Q. Sure. Where he had been in this position
18 before, where he had been the disadvantaged business
19 owner used by Mojave on other projects; correct?
20 A. I don't know that they were other projects. I
21 think this one was -- this project?
22 Q. This project?
23 A. Yes.
24 Q. Did you talk to anybody at Mojave about what
25 their relationship was with CAM or Carvalho or why they

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1 wanted to use this particular entity?
2 A. No.
3 Q. Did Francis ever indicate anything other than
4 she had a friendship with Carvalho?
5 A. She -- she was a point of contact and was able
6 to talk to him on a regular basis and a fountain of
7 information when it came to tracking him down.
8 Q. With respect to that, obviously you contacted
9 Mojave when the funds didn't clear, and there was \$800
10 left in the bank account; correct?
11 A. Yes.
12 Q. Did Francis or anyone else at Mojave offer any
13 suggestions as to how to get to this guy or how to get
14 funds out of this guy or what he had been doing?
15 A. Again, my perspective was, Hey, can we put a
16 stop payment on the check? Let's see what we can do to
17 get that done. I don't know that they offered any
18 suggestions. I don't recollect them making any
19 suggestions.
20 Q. Okay.
21 A. I would have -- anything.
22 Q. Help. I understand.
23 So you've also -- I think there's -- and I
24 don't want to get into any legal terms, but there's
25 this kind of idea in the allegations and some of the

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1 documents we've seen of kind of a conspiracy between
2 Mojave and Angelo Carvalho and CAM with respect to this
3 project; is that right? Is that your understanding?
4 A. Yeah. We -- we believe -- again, to restate,
5 we believe that those funds that CAM wrote a check back
6 to Mojave should -- should be ours.
7 Q. Okay.
8 A. And that's where we think the misdeeds are.
9 Q. But sitting here right now, you don't have any
10 knowledge or understanding of any kind of special
11 interpersonal relationship between Mojave and CAM or
12 anybody at Mojave and Angelo Carvalho, do you?
13 A. I -- I do know that -- I forget. I don't know
14 with which individual at Mojave it was. It wasn't
15 Francis. It was -- I believe it was one of the
16 owners --
17 Q. Okay.
18 A. -- had a relationship with him and he was the
19 one that referred Keith, our guy, to CAM. And, in
20 fact, when Keith did meet with CAM, it was at Mojave's
21 office.
22 Q. You don't remember who that was?
23 A. I -- I don't recall. Keith would know.
24 Q. Okay. I'll ask Keith about that.
25 But, I mean, sitting here right now, your

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1 understanding -- again, for the limited purpose of the
2 person most knowledgeable for the subjects listed --
3 A. Uh-huh.
4 Q. -- but sitting here right now, your basis for
5 the conspiracy, fraudulent transfer type accusations,
6 allegations that have been made --
7 A. Uh-huh.
8 Q. -- is really only those two checks being cut
9 and the timing of them; isn't that right?
10 A. Yes.
11 Q. And you have done no other investigation as to
12 why those checks were cut or the job that they were cut
13 for?
14 A. No. I mean, again, we are limited to what
15 Mojave is willing to provide, and we have not received
16 any additional evidence on that.
17 Q. Sure.
18 MR. BOSCHKE: If I can take about two minutes,
19 I want to go back over my notes. I think we're just
20 about done.
21 MS. ROBINSON: Okay.
22 (A short break was taken.)
23 MR. BOSCHKE: Back on the record.
24 BY MR. BOSCHKE:
25 Q. You understand you are still under oath?

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1 A. I do.
 2 Q. Couple of just cleanup that I probably know
 3 the answers to but you talked about the fact that you
 4 did not set up a charge account with CAM. Do you
 5 remember talking about that?
 6 A. I did.
 7 Q. What is a charge account?
 8 A. Something where you buy now, pay later.
 9 Q. And you buy now, pay later, how exactly is
 10 that different than the arrangement you did set up with
 11 CAM?
 12 A. Well, we didn't never receive the money.
 13 Q. I understand.
 14 A. So it ended up being that way, but that's not
 15 the way it was intended.
 16 Q. It was intended to be relatively immediate
 17 payment?
 18 A. Yes.
 19 Q. Why didn't you set up the charge account with
 20 CAM?
 21 A. I didn't feel they had enough credit to open
 22 up a \$755,000 line of credit for a brand new customer I
 23 have never heard of before with limited credit
 24 information.
 25 Q. Sure. But setting up a charge account

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1 wouldn't have really benefited Cashman in this
 2 situation?
 3 A. It -- it wouldn't have changed what the
 4 outcome would have -- well, would have, should have,
 5 could have, but it wouldn't have had any bearing on
 6 what happened.
 7 Q. In an effort in trying to avoid another
 8 deposition and maybe get away with this with a
 9 subpoena, do you know who your insurance carrier is?
 10 A. No.
 11 Q. Okay.
 12 A. Well, I mean I -- I know who our agent is,
 13 it's Jenkins Athens.
 14 Q. But you don't know who you are insured with?
 15 Because we would send a subpoena to them asking them
 16 for the claim information, but if you don't know, you
 17 don't know.
 18 A. If you would like a written statement from my
 19 CFO, we could do that.
 20 Q. Or we could send something over.
 21 MS. ROBINSON: Send a request over.
 22 BY MR. BOSCHER:
 23 Q. We'll send a request over. I was just hoping
 24 you might know off the top of your head, so we could
 25 send a subpoena out to the insurance, but it's fine.

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1 That's not the end of the world either.
 2 Other than that, the last question I always
 3 ask, and your counsel is almost certainly going to
 4 object because Brian always objects, are there any
 5 other topics that you are planning to testify about in
 6 this case that we have not discussed today at this
 7 deposition?
 8 MS. ROBINSON: I'm going to object that that's
 9 not really a question, but go ahead.
 10 THE WITNESS: I -- I -- I mean, I don't know.
 11 We just take it day by day.
 12 BY MR. BOSCHER:
 13 Q. I understand that. But I guess what I am
 14 saying is are there any other areas of knowledge or
 15 information that you have that you are planning to
 16 relate to the Court or testify about at trial in this
 17 case that we have not discussed at this deposition
 18 today?
 19 A. I think our deposition has been fairly full
 20 bodied, but I -- I don't know -- I don't know what else
 21 I could testify to. I mean, there's probably some
 22 little things here and there, but I don't -- I
 23 couldn't --
 24 Q. But no major topic areas, though?
 25 A. Well, we discussed the nonpayment and how that

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1 came about and that kind of stuff. So, I mean, there
 2 are probably a lot of other aspects to the case, but
 3 none that I'm --
 4 Q. I just wanted to make sure --
 5 A. Unless you have anything specifically you
 6 would like to add or whatever, but --
 7 Q. No. We have gotten -- I mean, there are a lot
 8 of specific things that I may need information from
 9 other folks about, but I just wanted to make sure there
 10 was no other broad topics that you are like, Oh, well,
 11 actually, I know all this stuff about this other area.
 12 I just want to make sure we have covered everything.
 13 A. Well, like I said, there's a lot of aspects to
 14 the case.
 15 Q. Sure.
 16 A. But I can't -- I can't say whether we have
 17 covered them all or not. I guess that's your opinion.
 18 MR. BOSCHER: Okay. I have no further
 19 questions. Your counsel may ask you questions, but I
 20 doubt it.
 21 MS. ROBINSON: No questions.
 22 MR. BOSCHER: Okay.
 23 (Thereupon, the deposition concluded at
 24 11:52 a.m.)
 25

<p style="text-align: right;">Page 106</p> <p>1 CERTIFICATE OF DEPONENT</p> <p>2 PAGE LINE CHANGE REASON</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13 *****</p> <p>14</p> <p>15 I, SHANE NORMAN, deponent herein, do hereby certify and</p> <p>16 declare under the penalty of perjury the within and</p> <p>17 foregoing transcription to be my deposition in said</p> <p>18 action; that I have read, corrected and do hereby affix</p> <p>19 my signature to said deposition.</p> <p>20</p> <p>21</p> <p>22</p> <p>23 SHANE NORMAN, Deponent</p> <p>24</p> <p>25</p>	
<p style="text-align: right;">Page 107</p> <p>1 CERTIFICATE OF REPORTER</p> <p>2 STATE OF NEVADA)</p> <p>3 COUNTY OF CLARK)</p> <p>4 I, Michelle R. Ferreyra-Marez, a Certified Court</p> <p>5 Reporter licensed by the State of Nevada, do hereby</p> <p>6 certify: That I reported the deposition of SHANE</p> <p>7 NORMAN, commencing on THURSDAY, AUGUST 16, 2012, at</p> <p>8 9:43 a.m.</p> <p>9 That prior to being deposed, the witness was</p> <p>10 duly sworn by me to testify to the truth. That I</p> <p>11 thereafter transcribed my said stenographic notes into</p> <p>12 written form, and that the typewritten transcript is a</p> <p>13 complete, true and accurate transcription of my said</p> <p>14 stenographic notes, and that a request has been made to</p> <p>15 review the transcript.</p> <p>16 I further certify that I am not a relative,</p> <p>17 employee or independent contractor of counsel or of any</p> <p>18 of the parties involved in the proceeding, nor a person</p> <p>19 financially interested in the proceeding, nor do I have</p> <p>20 any other relationship that may reasonably cause my</p> <p>21 impartiality to be questioned.</p> <p>22 IN WITNESS WHEREOF, I have set my hand in my</p> <p>23 office in the County of Clark, State of Nevada, this</p> <p>24 30th day of August, 2012.</p> <p>25</p> <p>26 MICHELLE R. FERREYRA-MAREZ, CCR No. 876</p>	

EXHIBIT F

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 Oblgee.

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

See Attached Exhibit "A"

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

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

Mojave Electric

By: _____

Western Surety Company

By: _____

Kelly M. Lamb, Attorney-In-Fact

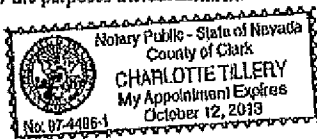
State of Nevada }

County of Clark }

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

State of Nevada }

County of Clark }

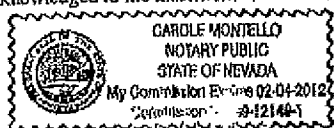


Charlotte Tillery

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.



Carole Montello

Notary Public

My Commission Expires: February 4, 2011

MOJ00051

JA 00007558

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 on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Brufat

Paul T. Brufat, Senior Vice President

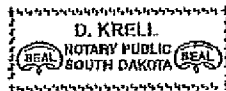
State of South Dakota
County of Minnehaha

} ss

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

My commission expires

November 30, 2012



CERTIFICATE

D. Krell

D. Krell, Notary Public

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 F4280-09-06

MOJ00052

JA 00007559

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 “6”

DEC

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

**DECLARATION OF JENNIFER R.
LLOYD, ESQ. IN SUPPORT OF
CASHMAN EQUIPMENT COMPANY'S
COUNTERMOTION FOR
ATTORNEYS' FEES**

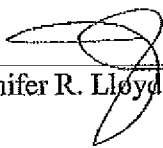
Defendants.

AND ALL RELATED MATTERS.

I, Jennifer R. Lloyd, Esq., hereby declare under penalty of perjury:

1. I am an attorney for Cashman Equipment Company ("Cashman") in this matter. I am over the age of eighteen years and am competent to testify as to the matters set forth in this Declaration. This Declaration is based upon my personal knowledge of the facts contained herein. I offer this Declaration in support of Cashman's Countermotion for Attorneys' Fees.
2. Attached to my Declaration as Exhibit 6-A are true and correct copies of invoices issued to Cashman for work performed on its behalf in this matter.
3. I have reviewed the invoices attached as Exhibit 6-A and verified the amount of attorneys' fees billed to Cashman in this matter. Pezzillo Lloyd has billed Cashman \$229,733 in attorneys' fees through February 15, 2014 all of which were incurred in the prosecution and defense of this matter. The fees incurred were necessary and reasonable and resulted in Cashman prevailing at trial in this matter.
4. The work performed on behalf of Cashman includes, but is not limited to:
 - a. substantial communication with Cashman concerning the defenses being alleged and the possible claims to be pursued;
 - b. preparation of the complaint, and answering the counterclaims asserted by Defendants;
 - c. investigating and researching the claims and defenses available to Cashman;
 - d. responding to Mojave's claims and defenses which resulted in Mojave abandoning two claims that it had asserted against Cashman for breach of contract prior to trial;

- e. taking action as new claims were discovered during discovery and as a result of Defendants disclosures and depositions of Defendants' representatives, and file motions to amend Cashman's complaint and prepare amended complaints;
 - f. preparing motions for summary judgment;
 - g. responding to the numerous motions filed by Defendants, including several motions for summary judgment, a motion concerning the codes, and the motion to expunge the lien;
 - h. reviewing and analyzing the extensive documents disclosed by Defendants, which resulted in the discovery of the Mojave payment bond;
 - i. noticing and conducting seven depositions;
 - j. preparing for and attending additional depositions;
 - k. preparing and responding to discovery requests;
 - l. analyzing and developing possible avenues to obtain additional information relevant to the claims and potential recovery;
 - m. issuing numerous subpoenas on third parties to obtain additional information; and,
 - n. preparing for and attending trial in this matter.
5. Pursuant to the factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349 (1969), the fees requested in the accompanying Countermotion are reasonable and were incurred in the prosecution and defense of this matter on behalf of Cashman.
 6. Cashman therefore respectfully request an award of attorneys' fees in the amount of \$229,733.00.



Jennifer R. Lloyd, Esq.

EXHIBIT “6-A”

Pezzillo Robinson

6750 Via Austl Parkway, Suite 170
Las Vegas, NV 89119
(702) 233-4225

Statement as of June 15, 2011
Statement No. 18229

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees		Hours	Rate	Amount	
5/18/2011	JRR	Telephone call with Shane re: [REDACTED] [REDACTED]	0.00	245.00	0.00 No Charge
6/1/2011	JRR	Telephone calls with Shane re: [REDACTED] [REDACTED] [REDACTED]; draft email to Shane v [REDACTED]	0.00	245.00	0.00 No Charge
6/1/2011	JRR	Perform a [REDACTED] [REDACTED] research company and individual; review documents forwarded by Shane; order Military Affidavit to determine whether Carvalho is active duty; review property ownership and project information [REDACTED] [REDACTED]; prepare [REDACTED] [REDACTED]	1.70	245.00	416.50
6/2/2011	JRR	Drafting complaint against Cam Consulting and Carvalho; review email Shane sent to Mojave re: reposessing units.	1.20	245.00	294.00
6/3/2011	JRR	Review correspondence from counsel for Mojave to Shane's email concerning reposessing the equipment; [REDACTED] [REDACTED] finish drafting complaint against Cam Consulting and Carvalho; review information from Keith re: [REDACTED]	1.50	245.00	367.50
6/3/2011	JRR	Telephone call with Shane re: [REDACTED] [REDACTED] [REDACTED]; review email from Shane re: [REDACTED]	0.00	245.00	0.00 No Charge
6/6/2011	JRR	Review Uniform Commercial Code requirements in light of circumstances surrounding sale of generator and failure of payment; drafting Motion for Leave to Issue	1.80	245.00	465.50

		Subpoena prior to Discovery; review letter re: DBE status.				
6/6/2011	JRR	Telephone calls with Shane re: [REDACTED] [REDACTED] review email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
6/7/2011	JRR	Drafting Motion to Issue Subpoenas prior to Discovery.	1.20	245.00	294.00	
6/8/2011	JRR	Draft response letter to Mojave; finish drafting discovery motion; prepare affidavit for Shane in support of motion and forward same; additional research as to UCC remedies under these circumstances.	2.20	245.00	539.00	
6/9/2011	LDB	Telephone call with Mike Vlach Project Manager with the City of Las Vegas re: bond information request.	0.20	195.00	39.00	
6/9/2011	JRR	Prepare NRS 339 request for bond information; prepare exhibits for discovery motion.	0.80	245.00	196.00	
6/9/2011	JRR	Draft email to Shane [REDACTED] [REDACTED] review email from Jim re: [REDACTED]	0.00	245.00	0.00	No Charge
6/10/2011	LDB	Draft correspondence to City of Las Vegas Purchasing Department and also correspondence to Project Manager for Purchasing Department.	0.40	195.00	78.00	
6/13/2011	LDB	Receive correspondence re: bond information from City of Las Vegas.	0.20	195.00	39.00	
6/13/2011	JRR	Forward documents to be served on Cam Consulting to Shane; review email from Shane to Keith re: [REDACTED]	0.00	245.00	0.00	No Charge
6/15/2011	JRR	Review and respond to email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge

Sub-total Fees: 2,728.50

Discount: Bill Reduced as Courtesy -185.71

Rate Summary

Lance D. Banks	0.80 hours at \$ 195.00/hr	156.00
Jennifer R.	10.50 hours at \$ 245.00/hr	2,572.50

Total hours: 11.30

Expenses

	Photocopies	21.00
	Postage	16.02
6/3/2011	Filing fees.	278.10
6/3/2011	Court Mandated E-filing Fee.	7.00

Pezzillo Robinson

Matter ID 342.21

Page: 3

Stmt No: 18229

July 1, 2011

6/10/2011	Court Mandated E-filing Fee.
6/15/2011	Court Mandated E-filing Fee.

3.50

3.50

Sub-total Expenses: 320.12

Total Current Billing: 2,871.91

Previous Balance Due: 0.00

Total Payments: 0.00

Total Now Due: 2,871.91

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89062

Statement Number: 18229
Statement Date: 7/1/2011
Matter ID: 342,21

Amount Due: 2,871.91

PLEASE REMIT TO:

Pezzillo Robinson
6750 Via Austi Parkway, Suite 170
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6750 Via Ausili Parkway, Suite 170
Las Vegas, NV 89119
(702) 233-4225

Statement as of July 15, 2011
Statement No. 18603

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
6/16/2011	JRR	Review military affidavit for Carvalho.	0.20	245.00	49.00	
6/17/2011	JRR	Review email from Shane [REDACTED]	0.00	245.00	0.00	No Charge
6/17/2011	MLM	Review Motion for Leave to Conduct Early Discovery in preparation for hearing.	0.50	195.00	97.50	
6/20/2011	JRR	Draft email to Shane [REDACTED]; telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
6/20/2011	JRR	Drafting correspondence to Mojave's counsel in response to previous communication.	0.50	245.00	122.50	
6/20/2011	MLM	Attend hearing on Motion to Conduct Limited Discovery; draft Order Granting Motion to Conduct Limited Discovery.	2.00	195.00	390.00	
6/20/2011	MLM	Draft (3) Subpoenas to Banks.	1.50	195.00	292.50	
6/21/2011	JRR	Prepare [REDACTED]; research information provided by Las Vegas re: public/private partnership [REDACTED] review ownership information.	1.40	245.00	343.00	
6/21/2011	JRR	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
6/22/2011	JRR	Review email from Shane [REDACTED]	0.00	245.00	0.00	No Charge
6/24/2011	JRR	Draft Notice of Bond Claim for service on Whiting Turner.	0.50	245.00	122.50	
6/27/2011	LDB	Draft correspondence to City Attorney's office re: payment bond information.	0.20	195.00	39.00	
6/27/2011	LDB	Speak to City Attorney's office re: request for payment bond information.	0.20	195.00	39.00	
6/27/2011	JRR	Review correspondence from Wells Fargo concerning subpoena.	0.20	245.00	49.00	
6/27/2011	JRR	Draft update to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
6/28/2011	JRR	Review email from Jim re: [REDACTED]	0.00	245.00	0.00	No Charge

Pezzillo Robinson

Matter ID 342.21

Page: 2

Smt No: 18603

August 1, 2011

6/28/2011	JRR	Research Forest City Development.	0.30	245.00	73.50	
7/5/2011	JRR	Telephone call with Shane, Jim and Mike re: [REDACTED]	0.60	245.00	147.00	
		[REDACTED]				
7/5/2011	JRR	Review response from Mojave's counsel to letter re: UCC and Mojave's obligation to pay amounts owed.	0.20	245.00	49.00	
7/5/2011	JRR	Draft email to Shane re: [REDACTED]	0.30	245.00	73.50	
		[REDACTED]				
7/6/2011	JRR	Revise subpoenas for service on banks.	0.60	245.00	147.00	
7/6/2011	JRR	Research property ownership records for last two residences of Carvalho for service and given that mail was returned from resident agent address; review correspondence from Nevada State Bank re: subpoena; find new residence purchased in Carvalho's wife's maiden name and look up transfer records.	0.70	245.00	171.50	
7/7/2011	JRR	Draft response letter to counsel for Mojave.	0.50	245.00	122.50	
7/11/2011	MLM	Draft Notice of Entry of Order re: Motion to Conduct Discovery.	0.30	195.00	58.50	
7/12/2011	JRR	Review documents received from Nevada State Bank; review updated asset search; run asset search on Carvalho's wife for information concerning additional assets.	1.60	245.00	392.00	
7/12/2011	JRR	Draft email to Shane [REDACTED]	0.00	245.00	0.00	No Charge
7/13/2011	JRR	Respond to request from Bank of America re: subpoena; respond to request from Wells Fargo re: subpoena.	0.40	245.00	98.00	
7/14/2011	JRR	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
7/15/2011	JRR	Review email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
			Sub-total Fees:		2,876.50	

Rate Summary

Lance D. Banks	0.40 hours at \$ 195.00/hr	78.00
Jennifer R.	8.00 hours at \$ 245.00/hr	1,960.00
Marisa Maskas	4.30 hours at \$ 195.00/hr	838.50
Total hours:		12.70

Expenses

	Postage	12.94
	Photocopies	7.50
6/1/2011	Military Affidavit.	25.00
6/17/2011	Court Mandated E-filing Fee.	3.50

JA 00007571

Pezzillo Robinson
Matter ID 342.21

Page: 3
Smt No: 18603
August 1, 2011

6/22/2011	Check issued to Simplifile L.C.	20.00
6/22/2011	Simplifile Fee.	5.00
6/23/2011	Check issued to Legal Wings, Inc.	49.50
6/23/2011	Check issued to Legal Wings, Inc.	44.50
6/23/2011	Check issued to Legal Wings, Inc..	49.50
6/24/2011	Court Mandated E-filing Fee.	3.50
7/6/2011	Check issued to Nevada State Bank.	35.00
7/8/2011	Check issued to Legal Wings, Inc.	49.50
7/8/2011	Check issued to Legal Wings, Inc.	49.50
7/11/2011	Court Mandated E-filing Fee.	3.50

Sub-total Expenses: 358.44

Total Current Billing: 3,234.94

Previous Balance Due: 2,871.91

Total Payments: 0.00

Total Now Due: 6,106.85

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 18603
Statement Date: 8/1/2011
Matter ID: 342.21

Amount Due: 6,106.86

PLEASE REMIT TO:

Pezzillo Robinson
6750 Via Ausili Parkway, Suite 170
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson
 8750 Via Ausil Parkway, Suite 170
 Las Vegas, NV 89119
 (702) 233-4225

Statement as of August 15, 2011
 Statement No. 18970

Cashman Equipment
 Shane Norman
 3300 St. Rose Parkway
 Henderson, NV 89062

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
7/19/2011	JDB	Draft correspondence to City Attorney re: follow up on written position of the city.	0.30	195.00	58.50	
7/19/2011	JRR	Review email from City Attorney confirming that project is not public works and that City did not require a payment bond.	0.20	245.00	49.00	
7/20/2011	JRR	Review email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
7/22/2011	JRR	[REDACTED] drafting Amended Complaint [REDACTED]	1.10	245.00	269.50	
7/22/2011	JRR	Draft email to Shane with update.	0.00	245.00	0.00	No Charge
7/25/2011	JRR	Drafting Amended Complaint; research requirements for claim to quiet title given that stolen money was used to purchase residence and determine best way to plead claim; research whether claim for constructive trust can be included; analyze possible claims [REDACTED]	4.50	245.00	1,102.50	
7/25/2011	MLM	Draft (2) Lis Pendens.	0.60	180.00	108.00	
7/27/2011	JRR	Review email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
7/28/2011	MLM	Draft Summons on Amended Complaint.	0.50	180.00	90.00	
7/29/2011	JRR	Review documents received under Subpoena from BOFA; determine additional information needed and other accounts to look for information from; [REDACTED]	1.40	245.00	343.00	
7/29/2011	JRR	Draft email to Shane with update.	0.00	245.00	0.00	No Charge
7/29/2011	MLM	Prepare CA license bond proof of claim.	1.00	180.00	180.00	
8/1/2011	MLM	Contact Bank of America re: information on documents forwarded per subpoena; contact Bank of Nevada re: information on documents forwarded per subpoena; contact Wells Fargo re: documents requested per subpoena.	0.70	180.00	126.00	
8/1/2011	MLM	Create and organize subpoena folders for	0.00	180.00	0.00	No Charge

		documents produced by each bank.				
8/4/2011	JRR	Telephone call with Shane re: [REDACTED] [REDACTED]	0.00	245.00	0.00	No Charge
8/5/2011	JRR	Review documents received under subpoena from Wells Fargo; determine additional documents needed; [REDACTED]	1.20	245.00	294.00	
8/8/2011	JRR	Review correspondence from Whiting Turner demanding release of Ilen due to Unconditional Waiver; review statute re: [REDACTED]	0.60	245.00	147.00	
8/9/2011	JRR	Draft email to Shane [REDACTED] [REDACTED]	0.00	245.00	0.00	No Charge
8/12/2011	JRR	Draft correspondence to Whiting Turner in response to its demand that Cashman release the Ilen; review status of service of Carvalho and his attempts to avoid service, determine strategy for service.	0.70	245.00	171.50	

Sub-total Fees: 2,939.00

Discount: Bill Reduced as Courtesy -199.60

Rate Summary

Lance D. Banks	0.30 hours at \$ 195.00/hr	58.50
Jennifer R.	9.70 hours at \$ 245.00/hr	2,376.50
Marisa Maskas	2.80 hours at \$ 180.00/hr	504.00
Total hours:	12.80	

Expenses

	Postage	3.40
6/30/2011	Legal Research.	53.86
7/25/2011	Court Mandated E-filing Fee.	10.50
7/26/2011	Check Issued to Legal Wings, Inc.	143.50
7/26/2011	Check issued to Legal Wings, Inc.	71.75
7/29/2011	Check Issued to Simplifile LC.	21.00
7/29/2011	Simplifile Fee.	10.00
7/29/2011	Check Issued to Simplifile LC.	21.00
7/31/2011	Legal Research.	78.00
8/1/2011	Check Issued to Legal Wings, Inc.	57.00
8/4/2011	Check Issued to Legal Wings, Inc.	49.50
8/9/2011	Check Issued to Legal Wings, Inc.	90.00
8/8/2011	Check issued to Legal Wings, Inc.	45.00
8/12/2011	Check Issued to Legal Wings, Inc.	90.00
8/15/2011	Check Issued to Division of Insurance.	30.00

Pezzillo Robinson
Matter ID 342.21

Page: 3
Stmt No: 18970
September 1, 2011

8/15/2011	Check Issued to Bank of America.	73.52
8/15/2011	Check Issued to Legal Wings, Inc.	24.75
8/15/2011	Check issued to Legal Wings, Inc.	224.50
8/15/2011	Check issued to Wells Fargo.	86.50
Sub-total Expenses:		<u>1,183.78</u>

Payments

8/8/2011	Payment	ck 472005
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	2,871.91
Sub-total Payments:	<u>2,871.91</u>

Total Current Billing:	<u>3,923.18</u>
Previous Balance Due:	6,106.85
Total Payments:	2,871.91
Total Now Due:	<u>7,158.12</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 18970
Statement Date: 9/1/2011
Matter ID: 342.21

Amount Due: 7,188.12

PLEASE REMIT TO:

Pezzillo Robinson
6750 Via Austl Parkway, Suite 170
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

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Las Vegas, NV 89119
(702) 233-4225

Statement as of September 15, 2011
Statement No. 19370

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
8/17/2011	JRR	Review correspondence from California license bond denying claim; telephone call with claims representative re: same.	0.40	245.00	98.00	
8/18/2011	JRR	Telephone call with counsel for Mojave re: responding to complaint and underlying facts of case; review correspondence from counsel for Mojave re: extension of time to respond and concerning Mojave's likely representation of Whiting Turner and the owners.	0.40	245.00	98.00	
8/19/2011	JRR	Draft email to Shane [REDACTED]	0.00	245.00	0.00	No Charge
8/23/2011	MLM	Draft Stipulation and Order to Amend Complaint; draft Second Amended Complaint.	0.70	180.00	126.00	
8/25/2011	JRR	Review correspondence from counsel for Whiting Turner re: status of amended complaint and timeline to answer.	0.20	245.00	49.00	
8/31/2011	JRR	Review email from counsel for Mojave re: amended complaint.	0.20	245.00	49.00	
8/31/2011	MLM	Emails to/from opposing counsel re: Stipulation and Order to Amend Complaint to correctly name Mojave.	0.20	180.00	36.00	
9/8/2011	JRR	Telephone call with counsel for Rennie re: allegations in complaint and divorce.	0.30	245.00	73.50	
9/9/2011	JRR	Review correspondence from opposing counsel re: lien release bond; review lien release bond.	0.40	245.00	98.00	
9/9/2011	JRR	Draft email to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
9/12/2011	JRR	Revise proposed Amended Complaint to include new claim against Mechanic Lien Release Bond.	0.60	245.00	147.00	
9/12/2011	JRR	Draft email to counsel for Mojave re: amended complaint and lien release bond; review correspondence from counsel for Whiting Turner re: lien release bond; telephone call with Shane re: [REDACTED] telephone call with counsel for Rennie re: confirming representation.	0.60	245.00	147.00	
9/13/2011	JRR	Review correspondence from counsel for	0.30	245.00	73.50	

Pezzillo Robinson
Matter ID 342.21

Page: 2
Sint No: 19370
October 6, 2011

9/14/2011	MLM	Rennie re: divorce and Carvalho's military status; prepare request for divorce decree.	0.20	180.00	36.00
9/14/2011	MLM	Telephone call with Wells Fargo re: status of additional documents requested per subpoena.	0.30	180.00	54.00
9/14/2011	MLM	Draft letter to Coleman Law requesting clean copy of military ID for Carvalho.	0.30	180.00	54.00
9/14/2011	MLM	Letter to Army requesting military search on Carvalho.	0.30	180.00	54.00
9/14/2011	MLM	Emails to/from military affidavit company re: previous search and new information.			

Sub-total Fees: 1,193.00

Discount: Bill Reduced as Courtesy -98.70

Rate Summary

Jennifer R.	3.40 hours at \$ 245.00/hr	833.00
Marisa Maskas	2.00 hours at \$ 180.00/hr	360.00
Total hours:	<u>5.40</u>	

Expenses

6/20/2011	Parking Fees.	5.00
6/30/2011	Legal Research.	21.41
8/19/2011	Telephone call with counsel for Whiting Turner re: answering complaint and need to amend.	1.00
9/1/2011	Court Mandated E-filing Fee.	3.50

Sub-total Expenses: 30.91

Payments

9/19/2011	Payment	ck 473513	3,234.94
9/19/2011	Payment	ck 473513	3,923.18
	Sub-total Payments:		<u>7,158.12</u>

Total Current Billing: 1,125.21

Previous Balance Due: 7,158.12

Total Payments: 7,158.12

Total Now Due: 1,125.21

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 19370
Statement Date: 10/8/2011
Matter ID: 342.21

Amount Due: 1,125.21

PLEASE REMIT TO:

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6750 Via Ausil Parkway, Suite 170
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson
6760 Via Austi Parkway, Suite 170
Las Vegas, NV 89119
(702) 233-4225

Statement as of October 15, 2011
Statement No. 19702

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
9/16/2011	JRR	Review notice of criminal complaint filed by district attorney.	0.20	245.00	49.00	
9/19/2011	JRR	Revise Amended Complaint; review correspondence from Mojave's attorney re: starting up equipment and lien release bond; draft correspondence in response to Mojave refusing to startup equipment until payment is received; telephone call to Mojave's counsel re: same; review response from counsel for Whiting Turner re: amended complaint and timeline to answer.	1.80	245.00	441.00	
9/19/2011	JRR	Telephone call with Shane re: [REDACTED] [REDACTED] [REDACTED]; draft email to Shane with letter.	0.00	245.00	0.00	No Charge
9/19/2011	MLM	Letter to opposing counsel re: Second Amended Complaint's claim on lien release bond.	0.30	180.00	54.00	
9/20/2011	JRR	Review email from Keith re: [REDACTED] [REDACTED].	0.00	245.00	0.00	No Charge
9/29/2011	JRR	Review and respond to email from Shane re: [REDACTED] [REDACTED].	0.00	245.00	0.00	No Charge
9/29/2011	MLM	Draft (2) Acceptances of Service documents; draft Notice of Entry of Stipulation and Order for Dismissal; prepare Affidavit of Attempted Service on CAM and file; draft letter to Coleman Law Office re: representation of Janel Carvalho.	1.50	180.00	270.00	
9/30/2011	JRR	Review correspondence from counsel for Janel Carvalho re: status of response to complaint.	0.20	245.00	49.00	
9/30/2011	MLM	Emails to/from counsel for Janel Carvalho; draft Acceptance of Service for Janel Carvalho's attorneys; draft Summons on Second Amended Complaint.	1.10	180.00	198.00	
10/3/2011	MLM	Contact Wells Fargo re: request for copies of checks per subpoena.	0.20	180.00	36.00	

Pezzillo Robinson
Matter ID 342.21

Page: 2
Stmt No: 19702
November 3, 2011

10/4/2011	JRR	Review email from Shane re: XXXXXX	0.00	245.00	0.00	No Charge
10/6/2011	JRR	Draft correspondence to Mojave re: mediation.	0.40	245.00	98.00	
10/6/2011	MLM	Draft Motion to Deem CAM Served or in the Alternative to Extend Service Time.	1.80	180.00	324.00	
10/8/2011	JRR	Revise and prepare Motion to Deem Cam Consulting Served.	1.50	245.00	367.50	
10/7/2011	JRR	Review response from counsel for Whiting Turner re: Mojave defending on their behalf, issues with bonding company.	0.20	245.00	49.00	
10/10/2011	JRR	Review correspondence from Cashman to Mojave re: settlement.	0.20	245.00	49.00	
10/10/2011	MLM	Draft Notice of Errata to Second Amended Complaint.	0.20	180.00	36.00	
10/14/2011	JRR	Review correspondence from counsel for Whiting Turner re: service of amended complaint.	0.20	245.00	49.00	
10/14/2011	MLM	Draft (2) 3 Day Notices to Plead on Angelo and Janel Carvalho.	0.70	180.00	126.00	

Sub-total Fees: 2,195.50

Discount: Bill Reduced as Courtesy -200.00

Rate Summary

Jennifer R.	4.70 hours at \$ 245.00/hr	1,151.50
Marisa Maskas	5.80 hours at \$ 180.00/hr	1,044.00
Total hours:	<u>10.50</u>	

Expenses

	Postage	4.24
	Photocopies	48.25
9/21/2011	Check issued to Treasurer of the United States.	5.20
9/23/2011	Check issued to Legal Wings, Inc.	25.00
9/28/2011	Court Mandated E-filing Fee.	3.50
9/29/2011	Check issued to Legal Wings, Inc.	33.00
9/29/2011	Court Mandated E-filing Fee.	17.50
10/6/2011	Check issued to Secretary of State.	10.00

Sub-total Expenses: 146.69

Total Current Billing: 2,142.19

Previous Balance Due: 1,125.21

Total Payments: 0.00

Total Now Due: 3,267.40

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 19702
Statement Date: 11/3/2011
Matter ID: 342.21

Amount Due: \$,267.40

PLEASE REMIT TO:

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6750 Via Austl Parkway, Suite 170
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

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Las Vegas, NV 89119
(702) 233-4225

Statement as of November 16, 2011
Statement No. 20177

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees	Hours	Rate	Amount	
10/17/2011 MLM Draft (2) Proposed Orders upon request from Court re: Motion to Deem CAM Served or in the Alternative to Extend Service Time.	0.80	180.00	144.00	
10/21/2011 JRR Review checks from Angelo Carvalho's account; research Element Iron; telephone call with counsel for Mojave re: mediation.	0.80	245.00	196.00	
10/21/2011 JRR Telephone call with Shane re: production received from Wells Fargo.	0.00	245.00	0.00	No Charge
10/26/2011 MLM Draft Subpoena to Edward Jones.	0.80	180.00	144.00	
10/26/2011 MLM Review all banking documents to determine transfers/debits/deposits during timeframe of Cashman's payment; create [REDACTED] analyze [REDACTED]	1.50	180.00	270.00	
10/27/2011 JRR Review statutory basis for fraudulent transfer claims.	0.60	245.00	147.00	
10/27/2011 MLM Research potential defendants to determine location in [REDACTED]	1.00	180.00	180.00	
11/2/2011 MLM Emails to/from counsel for J. Carvalho's attorney's office re: service of Second Amended Complaint.	0.30	180.00	54.00	
11/3/2011 JRR Review Answer, Counterclaim and Crossclaim filed by Mojave Electric, Whiting Turner Construction Company, Western Surety.	0.40	245.00	98.00	
11/3/2011 JRR Draft email to Shane re: [REDACTED].	0.00	245.00	0.00	No Charge
11/3/2011 MLM Draft Answer to Mojave's Counterclaim Against Cashman.	1.50	180.00	270.00	
11/4/2011 JRR Review information forwarded by Shane [REDACTED]	0.50	245.00	122.50	
11/7/2011 MLM Begin drafting Complaint against parties who received stolen funds.	1.10	180.00	198.00	
11/8/2011 MLM Emails to/from Brian Boschee re: answering complaint on behalf of Fidelity & Deposit Co. of MD.	0.20	180.00	36.00	
11/10/2011 MLM Draft Opposition to Janel Carvalho's Motion to Dismiss.	1.50	180.00	270.00	

Pezzillo Robinson
Matter ID 342.21

Page: 2
Sint No: 20177
December 5, 2011

11/14/2011	JRR	Begin drafting Application for Writ of Prejudgment Attachment.	1.70	245.00	416.50
11/14/2011	MLM	Continue drafting Opposition to Janel Carvalho's Motion to Dismiss; prepare Notice of Entry of Order re: service on Cam Consulting.	2.00	180.00	360.00
11/14/2011	MLM	Review correspondence from Edward Jones re: Subpoena.	0.20	180.00	36.00
11/14/2011	MLM	Review correspondence from the Dept. of the Army re: request for Active Duty status for Carvalho; perform search using web address provided by the Dept. of the Army.	0.30	180.00	54.00
11/15/2011	JRR	Revise Opposition to Motion to Dismiss.	0.50	245.00	122.50
11/15/2011	JRR	Telephone call with Shane re: [REDACTED]	1.00	245.00	245.00
			Sub-total Fees: 3,363.50		

	Rate Summary	
Jennifer R.	5.50 hours at \$245.00/hr	1,347.50
Marisa Maskas	11.20 hours at \$180.00/hr	2,016.00
Total hours:		16.70

Expenses

	Postage	4.40
10/18/2011	Court Mandated E-filing Fee.	3.50
10/20/2011	Court Mandated E-filing Fee.	3.50
10/26/2011	Court Mandated E-filing Fee.	7.00
10/31/2011	Legal Research.	40.79
11/3/2011	Check issued to Legal Wings, Inc.	44.50
11/9/2011	Court Mandated E-filing Fee.	3.50
11/15/2011	Court Mandated E-filing Fee.	3.50
Sub-total Expenses:		110.69

Total Current Billing:	3,474.19
Previous Balance Due:	3,267.40
Total Payments:	0.00
Total Now Due:	6,741.59

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 20177
Statement Date: 12/5/2011
Matter ID: 342.21

Amount Due: 6,741.59

PLEASE REMIT TO:

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Las Vegas, NV 89119

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Las Vegas, NV 89119
(702) 233-4225

Statement as of December 15, 2011

Statement No. 20640

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees	Hours	Rate	Amount	
11/16/2011 JRR Meeting with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
11/16/2011 JRR Begin review of [REDACTED]	1.00	245.00	245.00	
11/17/2011 JRR Draft portions of Opposition to Motion to Dismiss filed by Rennle; revise Opposition.	1.00	245.00	245.00	
11/17/2011 MLM Finalize Opposition to Motion to Dismiss Janel Rennle; prepare exhibits.	0.00	180.00	0.00	No Charge
11/18/2011 JRR Revise Cashman's Answer to Mojave's Counterclaims.	0.20	245.00	49.00	
11/21/2011 JRR Research value of items sought to be attached with prejudgment writ of attachment; finish drafting affidavit in support; drafting application for prejudgment writ of attachment.	2.60	245.00	637.00	
11/21/2011 JRR Review Answer filed by Travelers in Clark County case.	0.30	245.00	73.50	
11/22/2011 MLM Draft Default of Angelo Carvalho; prepare exhibits to Affidavit of Shane Norman in support of Application for Writ of Attachment.	1.00	180.00	180.00	
11/22/2011 MLM Prepare 16.1 Initial Disclosures of Witnesses and Documents.	2.00	180.00	360.00	
11/28/2011 JRR Review of [REDACTED]	0.80	245.00	196.00	
11/28/2011 JRR Drafting Motion for Prejudgment Writ.	1.20	245.00	294.00	
11/28/2011 MLM Draft Subpoena for Nevada Title Company.	0.70	180.00	126.00	
11/29/2011 MLM Draft Notice of Early Case Conference; begin drafting Joint Case Conference Report.	1.80	180.00	324.00	
11/30/2011 MLM Legal Research re: Fraudulent Transfer.	1.20	180.00	216.00	
12/2/2011 JRR Draft email to Shane with [REDACTED]	0.00	245.00	0.00	No Charge
12/2/2011 JRR Drafting Motion for Prejudgment Writ; revise Shane's affidavit.	1.50	245.00	367.50	
12/2/2011 MLM Finalize Affidavit of Shane Norman and prepare Exhibits to Application for Pre Judgment Writ of Attachment.	0.00	180.00	0.00	No Charge
12/2/2011 MLM Finalize Complaint for Fraudulent Transfer.	1.20	180.00	216.00	
12/5/2011 MLM Attend hearing on Janel Rennle's Motion to Dismiss.	1.50	180.00	270.00	

Pezzillo Robinson

Matter ID 342.21

Page: 2

Strt No: 20640

January 4, 2012

12/5/2011	MLM	Draft Order Denying Rennie's Motion to Dismiss.	0.30	180.00	54.00
12/5/2011	MLM	Draft Request for Exemption from Arbitration.	0.50	180.00	90.00
12/6/2011	JRR	Revise Fraudulent Transfer Complaint; Drafting Motion for Prejudgment Writ.	2.10	245.00	514.50
12/6/2011	MLM	Attend Early Case Conference.	1.20	180.00	216.00
12/6/2011	MLM	Finalize Joint Case Conference Report; email to opposing counsel for review.	0.50	180.00	90.00
12/8/2011	JRR	Drafting Motion for Prejudgment Writ.	1.90	245.00	465.50
12/8/2011	MLM	Draft Order Granting Motion for Writ of Attachment.	0.30	180.00	54.00
12/12/2011	MLM	Draft Subpoena Duces Tecum for Findlay Honda.	0.50	180.00	90.00
12/12/2011	MLM	Email Joint Case Conference Report for opposing counsel's review.	0.20	180.00	36.00
12/14/2011	JRR	Review Janel Rennie's Answer to Complaint; review [REDACTED]	0.60	245.00	147.00
12/14/2011	MLM	Email from Mojave attorney re: whereabouts of Angelo Carvalho.	0.10	180.00	18.00
12/15/2011	MLM	Revise proposed Joint Case Conference Report to include Janel Rennie's Answer and Affirmative Defenses.	0.50	180.00	90.00
12/15/2011	MLM	Revise Joint Case Conference Report with Mojave's requested changes; finalize and circulate for signature.	0.50	180.00	90.00

Sub-total Fees: 5,754.00

Discount: Bill Reduced as Courtesy -500.00

Rate Summary

Jennifer R.	13.20 hours at \$ 245.00/hr	3,234.00
Marisa Maskas	14.00 hours at \$ 180.00/hr	2,520.00
Total hours: 27.20		

Expenses

	Photocopies	109.25
	Postage	7.60
11/17/2011	Court Mandated E-filing Fee.	3.50
11/21/2011	Court Mandated E-filing Fee.	3.50
11/28/2011	Check Issued to Legal Wings, Inc.	288.00
11/29/2011	Court Mandated E-filing Fee.	3.50
12/2/2011	Copy Charge - Wells Fargo Subpoena.	121.40
12/8/2011	Court Mandated E-filing Fee.	3.50
12/8/2011	Filing fees.	278.10
12/15/2011	Court Mandated E-filing Fee.	3.50

Sub-total Expenses: 821.85

Pezzillo Robinson
Matter ID 342.21

Page: 3
Sint No: 20640
January 4, 2012

Payments

12/9/2011	Payment	ck 476490
12/9/2011	Payment	ck 476490
1/5/2012	Payment	ck 477612

	1,125.21
	2,142.19
	3,474.19
Sub-total Payments:	<u>6,741.59</u>

Total Current Billing:	<u>6,075.85</u>
Previous Balance Due:	6,741.59
Total Payments:	<u>6,741.59</u>
Total Now Due:	<u>6,075.85</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 20640
Statement Date: 1/4/2012
Matter ID: 342.21

Amount Due: 6,076.86

PLEASE REMIT TO:

Pezzillo Robinson
6750 Via Ausili Parkway, Suite 170
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

8750 Via Austi Parkway, Suite 170
Las Vegas, NV 89119
(702) 233-4225

Statement as of January 15, 2012
Statement No. 21064

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount	
Professional Fees						
12/19/2011	JRR	Review and respond to email from Shane re; [REDACTED]	0.20	245.00	49.00	
12/27/2011	JRR	Review Commissioner's Decision on Request for Exemption from Arbitration.	0.20	245.00	49.00	
12/30/2011	MLM	Draft Notice of Entry of Order Denying Motion to Dismiss as to Rennie.	0.30	195.00	58.50	
1/3/2012	JRR	Review of [REDACTED]	1.30	245.00	318.50	
1/4/2012	MLM	Emails to/from counsel for Mojave re: Carvalho's whereabouts.	0.20	195.00	39.00	
1/5/2012	JRR	Review Order issued by Court granting request for prejudgment writ of attachment; prepare Notice of Entry.	0.40	245.00	98.00	
1/6/2012	JRR	Review [REDACTED]	0.30	245.00	73.50	
1/6/2012	JRR	Analyze information needed [REDACTED]	1.20	245.00	294.00	
1/10/2012	JRR	Review and respond to email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
1/11/2012	JRR	Detailed review of documents disclosed by Mojave; analyze additional information to obtain and discovery to prepare in response; determine additional parties to subpoena for information related to disclosures.	2.50	245.00	612.50	
1/11/2012	JRR	Telephone call with Bill at surety re: bond.	0.20	245.00	49.00	
1/12/2012	JRR	Review Motion to Consolidate filed by Mojave Electric; telephone call with counsel for Rennie re: seeking to attach her car, basis for claim and contact with Angelo; research Bernie Carvalho for service of Fraudulent Transfer Complaint given issues with locating him; telephone call with Bill [REDACTED] re: [REDACTED]; forward requested information to Bill [REDACTED]; review and respond to email from Bill re: [REDACTED]	1.60	245.00	367.50	
1/12/2012	JRR	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
1/12/2012	MLM	Draft Acceptance of Service on Janel Rennie; email to counsel with copy of Complaint.	0.30	180.00	54.00	

Pezzillo Robinson
Matter ID 342.21

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Smt No: 21064
February 1, 2012

1/13/2012	JRR	Review email from Bill [REDACTED]	0.50	245.00	122.50
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Sub-total Fees: 2,185.00

Rate Summary

Jennifer R.	8.30 hours at \$245.00/hr	2,033.50
Marisa Maskas	0.30 hours at \$180.00/hr	54.00
Marisa Maskas	0.50 hours at \$195.00/hr	97.50
Total hours:	<u>9.10</u>	

Expenses

	Postage	1.78
	Photocopies	31.00
	Court Mandated E-filing Fee.	7.00
12/19/2011	Court Mandated E-filing Fee.	-5.20
12/20/2011	Check Issued to Treasurer of the United States.	3.50
1/4/2012	Court Mandated E-filing Fee.	3.50
1/6/2012	Court Mandated E-filing Fee.	3.50
1/11/2012	Court Mandated E-filing Fee.	49.50
1/13/2012	Check issued to Legal Wings, Inc.	
	Sub-total Expenses:	<u>94.56</u>

Payments

2/3/2012	Payment	ck 478614	6,075.85
	Sub-total Payments:		<u>6,075.85</u>

Total Current Billing:	<u>2,279.56</u>
Previous Balance Due:	6,075.85
Total Payments:	6,075.85
Total Now Due:	<u>2,279.56</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3800 St. Rose Parkway
Henderson, NV 89052

Statement Number: 21064
Statement Date: 2/1/2012
Matter ID: 342.21

Amount Due: 2,279.66

PLEASE REMIT TO:

Pezzillo Robinson
6760 Via Ausil Parkway, Suite 170
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of February 15, 2012
Statement No. 21414

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
1/17/2012	JRR	Review of documents disclosed by Mojave Electric; review [REDACTED] [REDACTED] [REDACTED]	1.70	245.00	416.50	
1/18/2012	MLM	Draft Subpoena to owner, FCLW VEGAS, LLC.	0.50	180.00	90.00	
1/23/2012	MLM	Draft Notice of Posting Bond; emails to/from counsel for Mojave re: Motion to Consolidate.	0.50	180.00	90.00	
1/24/2012	JRR	Review status of issuance of writ of attachment.	0.20	245.00	49.00	
1/24/2012	MLM	Finalize Supplemental 16.1 list of documents with bank documents.	0.90	180.00	162.00	
1/24/2012	MLM	Review client documents to prepare for disclosure and [REDACTED]; draft Second Supplemental 16.1 list of documents.	2.90	180.00	522.00	
1/25/2012	MLM	Spoke with Nevada Title Co. re: subpoena request.	0.10	180.00	18.00	
1/27/2012	MLM	Attend hearing on Motion for Consolidation.	1.20	180.00	216.00	
1/30/2012	JRR	Review correspondence from Department of the Army re: Carvalho's military status; perform search on Department of Defense website.	0.40	245.00	98.00	
1/30/2012	JRR	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
1/30/2012	MLM	Draft Writ of Attachment and Notice of Execution.	1.00	180.00	180.00	
1/30/2012	MLM	Review Writ of Attachment and Execution procedure.	0.00	180.00	0.00	No Charge
2/1/2012	JRR	Draft correspondence to counsel for Element Iron re: answering complaint and validity of claims.	0.30	245.00	73.50	

Pezzillo Robinson
Matter ID 342.21

Page: 2
Smt No: 21414
March 5, 2012

2/3/2012	MLM	Draft Notice of Entry of Default on Cam Consulting.	0.30	180.00	54.00	
2/6/2012	JRR	Review Motion to Dismiss filed by Cherchio; review Element Iron's Answer to Complaint; review Mojave's Answer to Fraudulent Transfer Complaint; review Notice of Entry of Order granting Motion to Consolidate.	1.10	245.00	269.50	
2/6/2012	MLM	Receipt of invoice for Nevada Title documents pursuant to subpoena; arrange for pick up of documents.	0.10	180.00	18.00	
2/7/2012	MLM	Email to Janel Rennie's attorney office re: answer to new complaint.	0.00	180.00	0.00	No Charge
2/7/2012	MLM	Begin drafting discovery requests (Request for Interrogatories, Request for Production of Documents, Request for Admissions) to Mojave Electric.	2.60	180.00	468.00	
2/8/2012	JRR	Draft email to Shane [REDACTED]	0.00	245.00	0.00	No Charge
2/8/2012	MLM	Prepare Discovery Requests (Request for Interrogatories, Request for Production of Documents, Request for Admissions) to Janel Rennie; serve.	2.50	180.00	450.00	
2/8/2012	MLM	Draft Notice of Supplemental Early Case Conference.	0.30	180.00	54.00	
2/8/2012	MLM	Spoke with Janel Rennie's attorney re: Swang Carvalho settlement offer.	0.20	180.00	36.00	
2/9/2012	JRR	Review documents received from Nevada Title Company; analyze elements of claim [REDACTED] motion for summary judgment; [REDACTED]	2.00	245.00	490.00	
2/9/2012	MLM	Prepare 2nd Supplemental 16.1 List of Documents (700+ documents); [REDACTED]	0.90	180.00	162.00	
2/9/2012	MLM	Emails to/from Janel Rennie's attorney's office re: [REDACTED] resubmit request for military affidavit.	0.50	180.00	90.00	
2/9/2012	MLM	Draft renewed Subpoena Duces Tecum to Wells Fargo (Angelo's bank account).	0.50	180.00	90.00	
2/10/2012	JRR	Draft email to Shane re: [REDACTED]; review response.	0.00	245.00	0.00	No Charge
2/10/2012	MLM	Letter to Matthew Callister re: [REDACTED]	0.30	180.00	54.00	
2/13/2012	JRR	Draft email to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge

Pezzillo Robinson
Matter ID 342.21

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Smt No: 21414
March 5, 2012

2/14/2012	JRR	Research Criminal Investigations for Army; telephone call with with command center re: Angelo's warrant; request warrant and criminal complaint in order to provide same to Army.	0.70	245.00	171.50	
2/14/2012	MLM	Draft Notice of Dismissal of Swang Carvalho in Fraudulent Transfer case; email to Coleman's office re: same.	0.40	180.00	72.00	
2/15/2012	JRR	Telephone call with Special Agent Jack of CID re: Carvalho's whereabouts and warrant; telephone call with Sgt Major John Zykowski re: same; telephone call with Major Jenni re: same and pending deployment to Afghanistan and current location in New Jersey; review email from Jenni and Major Ingram re: same; review answer filed by Rennie to Fraudulent Transfer claims; research marriage records for Carvalho; perform asset/background search [REDACTED]	2.00	245.00	490.00	
2/15/2012	JRR	Draft update to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge

Sub-total Fees: 4,884.00
Discount: Bill Reduced as Courtesy -750.00

Rate Summary

Jennifer R.	8.40 hours at \$ 245.00/hr	2,058.00
Marisa Maskas	15.70 hours at \$ 180.00/hr	2,826.00
Total hours:	24.10	

Expenses

	Photocopies	166.00
	Postage	98.90
1/18/2012	Court Mandated E-filing Fee.	3.50
1/18/2012	Court Mandated E-filing Fee.	3.50
1/19/2012	Court Mandated E-filing Fee.	3.50
1/24/2012	Court Mandated E-filing Fee.	3.50
2/3/2012	Court Mandated E-filing Fee.	3.50
2/6/2012	Court Mandated E-filing Fee.	3.50
2/7/2012	Check Issued to Nevada Title Company.	108.32
2/13/2012	Check Issued to Legal Wings, Inc.	105.00
2/13/2012	Check Issued to Legal Wings, Inc.	23.00
2/13/2012	Check Issued to Legal Wings, Inc.	90.00
2/14/2012	Check Issued to Legal Wings, Inc.	44.50
2/15/2012	Court Mandated E-filing Fee.	3.50
	Sub-total Expenses:	660.22

Pezzillo Robinson
Matter ID 342.21

Page: 4
Strt No: 21414
March 5, 2012

Payments

2/17/2012 Payment ck 479440

2,279.66
Sub-total Payments: 2,279.66

Total Current Billing: 4,794.22
Previous Balance Due: 2,279.66
Total Payments: 2,279.66
Total Now Due: 4,794.22

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89062

Statement Number: 21414
Statement Date: 3/5/2012
Matter ID: 342.21

Amount Due: 4,794.22

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Aurell Parkway, Suite 280
Las Vegas, NV 89119
(702) 233-4225

Statement as of March 15, 2012

Statement No. 22098

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
2/16/2012	JRR	Review warrant and complaint; draft email to Lt. Col. Jones with requested information on Carvalho.	0.60	245.00	122.50	
2/16/2012	MLM	Continue drafting discovery requests to Mojave.	0.60	180.00	90.00	
2/16/2012	MLM	Finalize 3rd Supplemental 16.1 List of Witnesses and Documents, include Findlay Honda documents and Military Affidavit documents.	0.90	180.00	162.00	
2/17/2012	MLM	Spoke with Wells Fargo re: second subpoena and requested information.	0.20	180.00	36.00	
2/21/2012	JRR	Draft Opposition to Cherchio's Motion to Dismiss.	1.50	245.00	367.50	
2/23/2012	JRR	Review correspondence from counsel for Committee to Elect Cheroie re: hearing.	0.20	245.00	49.00	
2/23/2012	JRR	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
2/24/2012	JRR	Review email from Lt. Col Jones re: Carvalho's status and [REDACTED]	0.20	245.00	49.00	
2/24/2012	MLM	Email to opposing counsel re: Carvalho status.	0.10	180.00	18.00	
2/27/2012	MLM	Draft Application for Default Judgment against CAM and Carvalho, Default Judgment, Memorandum of Costs, Affidavit for Attorneys' Fees and Affidavit of Client; prepare Exhibits.	3.00	180.00	540.00	
2/27/2012	MLM	Update file; pleadings.	0.00	180.00	0.00	No Charge
2/29/2012	JRR	Revise discovery to be sent to Mojave Electric and Rennie.	0.50	245.00	122.50	
2/29/2012	MLM	Finalize discovery requests to Mojave and Janel Rennie.	1.20	180.00	216.00	
3/1/2012	MLM	Review notes from constable re: packet; prepare requested forms re: vehicles.	1.00	180.00	180.00	
3/2/2012	MLM	Draft Instructions for Constable.	0.50	180.00	90.00	
3/6/2012	JRR	Review payment bond produced by Whiting Turner; analyze [REDACTED]	0.80	245.00	196.00	
3/6/2012	JRR	Revise Motion to Amend Complaint and draft cause of action for payment bond.	0.80	245.00	196.00	

Pezzillo Robinson
Matter ID 342.21

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April 2, 2012

3/6/2012	MLM	Contact Neil Corsi with Forest City Enterprises re: subpoena documents.	0.10	180.00	18.00
3/7/2012	MLM	Draft Motion to Amend Complaint to include payment bond claim.	2.00	180.00	360.00
3/12/2012	MLM	Attend hearing on Cherchio's Motion to Dismiss; review Order Granting Motion to Dismiss.	1.30	180.00	234.00
3/13/2012	JRR	Review status; review email from Shane re: [REDACTED]; telephone call with Sam re: [REDACTED] prosecution.	1.00	245.00	245.00
3/14/2012	JRR	Compile documentation for [REDACTED]; review court file for information on house arrest.	0.50	245.00	122.50
3/15/2012	MLM	Review DMV reports on vehicles; draft instructions for constable re: each vehicle.	0.80	180.00	144.00
3/15/2012	MLM	Draft Motion for Extended Time for Service; draft Order Granting Extension of Time.	1.20	180.00	216.00

Sub-total Fees: 3,774.00

Discount: Bill Reduced as Courtesy -300.00

Rate Summary

Jennifer R.	6.00 hours at \$ 245.00/hr	1,470.00
Marisa Maskas	12.80 hours at \$ 180.00/hr	2,304.00
Total hours:	18.80	

Expenses

	Postage	27.85
	Photocopies	103.75
11/30/2011	Legal Research.	16.86
12/31/2011	Legal Research.	34.12
1/17/2012	Check issued to Legal Wings, Inc.	49.50
1/29/2012	Legal Research.	63.32
1/31/2012	Legal Research.	236.58
2/16/2012	Check issued to Legal Wings, Inc.	99.00
2/21/2012	Court Mandated E-filing Fee.	3.50
2/21/2012	Court Mandated E-filing Fee.	3.50
2/27/2012	Filing fees.	25.00
2/27/2012	Court Mandated E-filing Fee.	3.50
3/1/2012	Court Mandated E-filing Fee.	10.50
3/2/2012	Filing fees.	10.00
3/15/2012	Check issued to Legal Wings, Inc.	189.00
	Sub-total Expenses:	875.98

Pezzillo Robinson
Matter ID 342.21

Page: 3
Smt No: 22096
April 2, 2012

Payments

3/21/2012 Payment ck 480466

4,794.22
Sub-total Payments: 4,794.22

Total Current Billing: 4,349.98
Previous Balance Due: 4,794.22
Total Payments: 4,794.22
Total Now Due: 4,349.98

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 22096
Statement Date: 4/2/2012
Matter ID: 342.21

Amount Due: 4,349.98

PLEASE REMIT TO:

Pezzillo Robinson
6726 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of April 15, 2012
Statement No. 22958

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342,21; Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
3/19/2012	JRR	Review and respond to email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
3/19/2012	JRR	Revise Motion to Amend Complaint.	0.50	245.00	122.50	
3/19/2012	MLM	Finalize Motion to Amend Complaint; review payment bond terms/definitions.	0.40	180.00	72.00	
3/23/2012	JRR	Review Production from Wells Fargo for more recent banking records; prepare documents to forward to [REDACTED]	0.90	245.00	220.50	
3/23/2012	MLM	Prepare update for client.	0.00	180.00	0.00	No Charge
3/23/2012	MLM	Draft Default of CAM; schedule Supplemental Early Case Conference and finalize notice; draft Stipulation and Order to Continue Motion for Summary Judgment; draft letter to opposing counsel re: Whiting Turner's failure to produce 16.1 Documents; prepare documents for District Attorney re: Carvalho's criminal case.	1.50	180.00	270.00	
3/26/2012	JRR	Research concerning [REDACTED]	1.00	245.00	245.00	
3/26/2012	MLM	Revise Stipulation and Order to Continue Motion for Summary Judgment to include Motion to Amend; emails to/from opposing counsel re: same; spoke with Brian Boschee (Mojave counsel) re: same.	0.60	180.00	108.00	
3/27/2012	JRR	Review and respond to email from District Attorney.	0.20	245.00	49.00	
3/28/2012	JRR	Telephone call with counsel for Carvalho's wife, Tonla Tran re: answering the complaint; review correspondence re: same.	0.30	245.00	73.50	
3/30/2012	JRR	Review Rennie's Responses to Requests for Admissions and Responses to Interrogatories.	0.50	245.00	122.50	
4/3/2012	JRR	Review email from District Attorney; telephone call with District Attorney re: Angelo's case.	0.20	245.00	49.00	
4/6/2012	JRR	Draft email to District Attorney re: [REDACTED]; [REDACTED] review email from District Attorney.	1.00	245.00	245.00	
4/6/2012	MLM	Create CD of documents [REDACTED]	0.50	180.00	90.00	

Pezzillo Robinson
Matter ID 342.21

Page: 2
Smt No: 22958
May 2, 2012

4/9/2012	JRR	Review Rennie's Responses to the Requests for Production.	0.50	245.00	122.50
4/10/2012	JRR	Prepare for and attend supplemental Early Case Conference with counsel for Mojave, Whiting Turner, Element Iron and Rennie.	1.60	245.00	392.00
4/10/2012	JRR	Research [REDACTED] [REDACTED] [REDACTED]	2.40	245.00	688.00
4/11/2012	MLM	Begin drafting Opposition to Motion for Summary Judgment.	1.50	180.00	270.00
4/12/2012	JRR	Review arguments in Motion for Summary Judgment related to Fraudulent Transfer as alleged in Complaint; Researching [REDACTED] [REDACTED]	2.00	245.00	490.00
4/12/2012	MLM	Draft Supplemental Joint Case Conference Report.	1.30	180.00	234.00
4/12/2012	MLM	Draft Notice of Entry of Default on Carvalho; Draft Notice of Entry of Default on CAM.	0.50	180.00	90.00
4/12/2012	MLM	Draft Notice of Entry of Order Granting Ex Parte Motion to Enlarge Service Period; draft Notice of Entry of Stipulation and Order to Continue Hearing on Motion for Summary Judgment and Motion to Amend Complaint.	0.50	180.00	90.00
4/13/2012	MLM	Continue drafting Opposition to Mojave's Motion for Summary Judgment; research [REDACTED]	3.00	180.00	540.00

Sub-total Fees: 4,483.50

Discount: Bill Reduced as Courtesy -500.00

Rate Summary

Jennifer R.	11.10 hours at \$ 245.00/hr	2,719.50
Marisa Maskas	9.80 hours at \$ 180.00/hr	1,764.00

Total hours: 20.90

Expenses

	Photocopies	278.40
	Postage	10.20
	Recording Fee.	16.55
2/15/2012	Parking Fees.	7.00
3/12/2012	Process Serve.	102.00
3/16/2012	Process Serve.	10.00
3/16/2012	Filing fees- EXMT.	3.50
3/16/2012	Filing fees- MAMC.	3.50
3/19/2012	Filing fees- CERT.	3.50
3/22/2012	Filing fees- AFAS.	3.50
3/23/2012	Filing fees- ORDG.	3.50
3/27/2012		

Pezzillo Robinson
Matter ID 342.21

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May 2, 2012

4/2/2012	Check issued to Legal Wings, Inc.	100.00
4/5/2012	Check issued to Legal Wings, Inc.	49.50
4/5/2012	Check issued to Legal Wings, Inc.	75.00
4/5/2012	Check issued to Legal Wings, Inc.	492.50
4/9/2012	Filing fees- DFLT.	3.50
4/10/2012	Filing fees- SAO.	3.50
4/11/2012	Filing fees- AFDD.	3.50
4/11/2012	Filing fees- AFDD.	3.50
4/13/2012	Filing fees- CERT.	3.50
4/13/2012	Filing fees- NEOD.	3.50
4/13/2012	Filing fees- DFLT.	3.50
4/13/2012	Filing fees- NEOD.	3.50
4/13/2012	Filing fees- NTSO.	3.50
4/13/2012	Filing fees.	3.50
4/13/2012	Filing fees-NEOJ.	3.50
Sub-total Expenses:		<u>1,197.15</u>

Payments

4/13/2012	Payment	ck 481548	4,349.98
Sub-total Payments:			<u>4,349.98</u>
Total Current Billing:			<u>5,180.65</u>
Previous Balance Due:			4,349.98
Total Payments:			4,349.98
Total Now Due:			<u>5,180.65</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3800 St. Rose Parkway
Henderson, NV 89062

Statement Number: 22958
Statement Date: 5/2/2012
Matter ID: 342.21

Amount Due: 5,180.65

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Ausili Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of May 15, 2012
Statement No. 23428

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount
4/17/2012	JRR	Research [REDACTED] [REDACTED] review cases included by Mojave [REDACTED] drafting Opposition to Mojave's Motion for Summary Judgment.	1.30	245.00	318.50
4/18/2012	JRR	Research re: [REDACTED] [REDACTED] to counter arguments in Mojave's Motion for Summary Judgment.	1.60	245.00	392.00
4/19/2012	JRR	Research concerning [REDACTED] arguments presented by Mojave in Motion for Summary Judgment; drafting Opposition.	1.90	245.00	465.50
4/19/2012	MLM	Draft Affidavit of Shane Norman and Declaration of Jennifer Robinson in support of Opposition to Motion for Summary Judgment.	0.80	180.00	144.00
4/20/2012	JRR	Drafting Opposition to Mojave's Motion for Summary Judgment.	7.50	245.00	1,837.50
4/20/2012	JRR	Telephone call with Assistant District Attorney re: charges to be brought against Carvalho, facts of matter; discovery obtained so far and additional information needed.	0.40	245.00	98.00
4/20/2012	MLM	Finalize Opposition to Motion for Summary Judgment and all exhibits, Affidavit of Shane Norman and Declaration of Jennifer Robinson.	3.00	180.00	540.00
4/20/2012	BJP	Draft portion of Opposition to Motion for Summary Judgment related to [REDACTED] [REDACTED]; research [REDACTED] [REDACTED]	4.20	300.00	1,260.00
4/22/2012	JRR	Drafting Opposition.	1.00	245.00	245.00
4/23/2012	JRR	Finish drafting Opposition to Motion for Summary Judgment.	2.50	245.00	612.50
4/23/2012	JRR	Review Answer filed by Linda Dugan.	0.30	245.00	73.50
4/23/2012	JRR	Review Rennie's responses to Requests for Admissions.	0.30	245.00	73.50
4/23/2012	JRR	Review Mojave's Responses to Discovery Requests.	0.50	245.00	122.50

Pezzillo Robinson

Matter ID 342.21

Page: 2

Stnt No: 23428

June 1, 2012

4/23/2012	MLM	Review Mojave's Responses to Discovery Requests and Defendants' Supplemental document disclosure.	1.00	180.00	180.00	
4/23/2012	BJF	Review opposition to motion for summary judgment; review authorities regarding [REDACTED]	0.40	300.00	120.00	
4/24/2012	JRR	Prepare subpoena to Nevada State Bank concerning stop payment.	0.50	245.00	122.50	
4/25/2012	MLM	Draft Supplemental Subpoena to Nevada State Bank re: Information on Stop Check procedure; draft Supplement to Opposition to Motion for Summary Judgment; draft Supplemental 16.1 List of Documents.	1.10	180.00	198.00	
4/27/2012	MLM	Finalize Supplemental Joint Case Conference Report.	0.50	180.00	90.00	
4/27/2012	MLM	Draft Application for Default Judgment against CAM & Angelo Carvalho; Default Judgment; Memorandum of Costs; Affidavit of Attorneys' Fees and Affidavit of Client.	4.00	180.00	720.00	
4/30/2012	MLM	Draft Ex Parte Motion to Serve Bernie Carvalho by Publication; draft Order granting same.	1.20	180.00	216.00	
5/1/2012	JRR	Review of Mojave's second supplemental disclosures.	2.40	245.00	588.00	
5/4/2012	MLM	Spoke with Nevada State Bank re: supplemental subpoena on Stop Check issue.	0.20	180.00	36.00	
5/8/2012	JRR	Preparing for hearing on Mojave's Motion for Summary Judgment; review Mojave's Reply in Support of its Motion; outline key arguments.	3.50	245.00	857.50	
5/7/2012	JRR	Continued hearing preparation; attend and argue Mojave's Motion for Summary Judgment.	3.30	245.00	808.50	
5/7/2012	JRR	Review correspondence from counsel for Tonia Tran re: answer; revise Shane's affidavit for Default.	0.50	245.00	122.50	
5/7/2012	JRR	Draft email to Shane [REDACTED]	0.00	245.00	0.00	No Charge
5/8/2012	MLM	Draft Order Granting Motion to Amend Complaint.	0.30	180.00	54.00	
5/8/2012	MLM	Draft Order Denying Defendants' Motion for Summary Judgment; email to opposing counsel re: review and approval of Order.	0.40	180.00	72.00	
5/10/2012	JRR	Continued review of documents produced by Mojave.	1.90	245.00	465.50	
5/10/2012	MLM	Revise and finalize Order Denying Mojave's Motion for Summary Judgment.	0.10	180.00	18.00	
5/11/2012	MLM	Draft Notice of Entry of Order on Motion to Serve Bernie Carvalho by Publication.	0.30	180.00	54.00	
Sub-total Fees:				10,905.00		

Rate Summary		
Jennifer R.	29.40 hours at \$245.00/hr	7,203.00
Marisa Maskas	12.90 hours at \$180.00/hr	2,322.00
Brian J. Pezzillo	4.60 hours at \$300.00/hr	1,380.00
Total hours:		<u>46.90</u>

Expenses

	Postage	15.55
	Photocopies	56.00
2/21/2012	Runner Fee- To Henderson Court to pick up Complaint and Arrest Warrant.	38.90
4/2/2012	Process Serve- Linda Dugan.	100.00
4/5/2012	Process Serve- Bernie Carvalho.	75.00
4/5/2012	Process Serve- CAM Consulting, Inc. (Several different address, with rush charges).	492.50
4/6/2012	Process Serve- Angelo Carvalho.	49.50
4/8/2012	Process Serve- Spirit Underground.	44.50
4/19/2012	Check issued to Legal Wings, Inc.	104.00
4/20/2012	Process Serve- Michael Carvalho.	105.00
4/23/2012	Filing fees.	3.50
4/24/2012	Filing fees.	3.50
4/24/2012	Filing fees.	3.50
4/25/2012	Runner Fee- Opposition to MSJ.	57.00
4/30/2012	Legal Research.	319.26
4/30/2012	Filing fees.	3.50
4/30/2012	Legal Research.	133.36
4/30/2012	Filing fees.	3.50
5/2/2012	Process Serve- Nevada State Bank.	44.50
5/2/2012	Filing fees.	3.50
5/7/2012	Parking Fess.	11.00
5/9/2012	Filing fees.	3.50
5/15/2012	Filing fees.	3.50
Sub-total Expenses:		<u>1,674.07</u>

Payments

5/25/2012	Payment	ck 483216	5,180.65
Sub-total Payments:			<u>5,180.65</u>

Pezzillo Robinson
Matter ID 342,21

Page: 4
Slmt No: 23428
June 1, 2012

Total Current Billing:	<u>12,579.07</u>
Previous Balance Due:	5,180.65
Total Payments:	5,180.65
Total Now Due:	<u>12,579.07</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 23428
Statement Date: 6/1/2012
Matter ID: 342.21

Amount Due: 12,579.07

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Ausli Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4226

Pezzillo Robinson

6725 Via Ausli Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of June 15, 2012
Statement No. 23822

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

242.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount	
Professional Fees						
5/21/2012	JRR	Review documents received from Nevada State Bank re: stop payment; draft email to Sam at District Attorney's office re: [REDACTED]; review service documents for Tran [REDACTED]	0.60	245.00	147.00	
5/22/2012	JRR	Review email from Shane re: [REDACTED]; revising Shane's Affidavit in support of Default Judgment application.	0.40	245.00	98.00	
5/22/2012	MLM	Spoke with Bank of Nevada re: documents received per subpoena; review documents.	0.40	180.00	72.00	
5/23/2012	MLM	Draft Notice of Entry of Order Granting Motion to Amend and Order Denying Defendants Motion for Summary Judgment.	0.40	180.00	72.00	
5/30/2012	JRR	Review information forwarded by Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
6/1/2012	JRR	Review and respond to email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
6/4/2012	MLM	Draft Stipulation and Order to Continue Discovery Deadlines; email to opposing counsel re: same.	1.20	180.00	216.00	
6/8/2012	MLM	Follow up on Writs re: vehicles at Janel Carvalho's office.	0.20	180.00	36.00	
6/11/2012	MLM	Email to Brian Boschee re: representation of Traveler's Insurance Co.	0.10	180.00	18.00	
6/13/2012	MLM	Letter to attorney for Tran re: 3 Day Notice to Plead & Default.	0.40	180.00	72.00	
6/14/2012	MLM	Draft 5th Supplemental Document Disclosure (NV Title documents).	1.00	180.00	180.00	
6/15/2012	JRR	Draft Motion to Serve by Publication.	1.20	245.00	294.00	
		Sub-total Fees:			1,205.00	

Rate Summary

Jennifer R.	2.20 hours at \$ 245.00/hr	539.00
Marisa Maskas	3.70 hours at \$ 180.00/hr	666.00

Pezzillo Robinson
Matter ID 342.21

Page: 2
Stmt No: 23622
July 3, 2012

Total hours: 5.90

Expenses

	Photocopies	44.50
	Postage	7.34
4/30/2012	Legal Research.	19.25
4/30/2012	Legal Research.	20.28
5/21/2012	Court Mandated E-filing Fee.	3.50
5/23/2012	Court Mandated E-filing Fee.	3.50
6/23/2012	Court Mandated E-filing Fee.	3.50
6/24/2012	Court Mandated E-filing Fee.	3.50
5/25/2012	Court Mandated E-filing Fee.	3.50
6/26/2012	Court Mandated E-filing Fee.	3.50
6/1/2012	Court Mandated E-filing Fee.	3.50
6/5/2012	Court Mandated E-filing Fee.	4.00
6/5/2012	Process Serve - Angelo Carvalho.	49.50
6/5/2012	Court Mandated E-filing Fee.	3.50
6/11/2012	Court Mandated E-filing Fee.	3.50
6/15/2012	Court Mandated E-filing Fee.	10.50
6/15/2012	Parking Fees.	11.00
	Sub-total Expenses:	<u>197.87</u>

Payments

6/15/2012	Payment	ck 488975	12,579.07
	Sub-total Payments:		<u>12,579.07</u>

Total Current Billing:	<u>1,402.87</u>
Previous Balance Due:	12,579.07
Total Payments:	<u>12,579.07</u>
Total Now Due:	<u>1,402.87</u>

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 23622
Statement Date: 7/3/2012
Matter ID: 342.21

Amount Due: 1,402.87

PLEASE REMIT TO:

Pezzillo Robinson
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Ausili Parkway, Suite 290
Las Vegas, NV 89119
(702) 233-4225

Statement as of July 15, 2012
Statement No. 24119

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

Professional Fees			Hours	Rate	Amount	
6/21/2012	MLM	Document review re: Mojave documents; begin drafting Motion for Summary Judgment on Lien Release Bond Claim.	2.10	180.00	378.00	
8/22/2012	JRR	Review email from district attorney re: additional information needed for Carvalho prosecution; review Nevada Title and bank production for requested evidence.	0.50	245.00	122.50	
8/22/2012	MLM	Continue Drafting Motion for Summary Judgment on Lien Release Bond; review statute and case law.	2.00	180.00	360.00	
6/25/2012	JRR	Review email from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
6/28/2012	JRR	Draft second set of Instructions to Constable for additional attempts on Carvalho property.	4.00	245.00	980.00	
6/27/2012	JRR	Review and respond to email from District Attorney re: documents provided and provide additional documents in response.	0.30	245.00	73.50	
6/27/2012	MLM	Letter to owner FC/LW Vegas, LLC re: failure to produce documents pursuant to subpoena.	0.30	180.00	54.00	
6/27/2012	MLM	Letter to Wells Fargo requesting deposit slip.	0.30	180.00	54.00	
6/27/2012	MLM	Review all documents relating to payments between Cam & Mojave, and relating to the Nevada Energy Project; draft Subpoena Duces Tecum to NV Energy.	1.30	180.00	234.00	
7/2/2012	MLM	Review Rennie's and Mojave Defendants' Answers to 3rd Amended Complaint.	0.40	180.00	72.00	
7/2/2012	MLM	Review documents re: contract between Mojave and CAM on the Nevada Energy Project [REDACTED]	0.60	180.00	108.00	
7/3/2012	MLM	Spoke with Wells Fargo re: requested documents (deposit slips); finalize Subpoena to NV Energy.	0.40	180.00	72.00	
7/5/2012	JRR	Reviewing Mojave's and Whiting Turner's document disclosure to [REDACTED]	1.50	245.00	367.50	
7/6/2012	JRR	Draft email to District Attorney re: request for certain additional information; respond to	0.90	245.00	220.50	

Pezzillo Robinson
Matter ID 342.21

Page: 2
Smt No: 24119
August 6, 2012

		emails from him concerning additional evidence and explaining what happened; preparation for meeting on Monday.				
7/9/2012	JRR	Meeting with District Attorney, Keith, Kim and Shane re: [REDACTED] compile information requested by District Attorney and forward to him; review documents [REDACTED]	3.50	245.00	857.50	
7/9/2012	MLM	Prepare Certificate of Mailing for Notice of Hearing on Applications for Default Judgment as to Cain Consulting and Angelo Carvalho.	0.20	180.00	36.00	
7/9/2012	MLM	Draft Notice of Entry of Order Granting Ex Parte Motion to Serve Angelo Carvalho by Publication.	0.20	180.00	36.00	
7/10/2012	JRR	Review email from counsel for Mojave re: confidentiality agreement concerning certain documents to be produced; review witnesses disclosed by Mojave and determine depositions to be set; research requirements [REDACTED] [REDACTED] [REDACTED]	1.80	245.00	441.00	
7/10/2012	JRR	Draft email to Shane re: [REDACTED] [REDACTED]	0.00	245.00	0.00	No Charge
7/10/2012	MLM	Spoke with Donna Anderson at Forest City re: subpoena duces tecum and requested documents.	0.20	180.00	36.00	
7/10/2012	MLM	Emails to/from Mojave attorney re: depositions, stipulated protective order re: NV Energy subpoena.	0.30	180.00	54.00	
7/11/2012	JRR	Compiling requested documents for District Attorney for use in Grand Jury; research concerning [REDACTED] [REDACTED] drafting portions of Motion for Summary Judgment; review deposition noticed by Mojave for Person Most Knowledgeable of Cashman.	2.20	245.00	539.00	
7/11/2012	JRR	Draft email to Shane [REDACTED] [REDACTED] [REDACTED]	0.00	245.00	0.00	No Charge
7/11/2012	MLM	Draft Supplemental 16.1 to include photos.	0.60	180.00	108.00	
			Sub-total Fees:		5,203.50	
			Discount: Bill Reduced as Courtesy		-400.00	
Rate Summary						
Jennifer R.		14.70 hours at \$ 245.00/hr	3,601.50			
Marisa Maskas		8.90 hours at \$ 180.00/hr	1,602.00			
Total hours:		23.60				

Expenses

Photocopies

39.00

Pezzillo Robinson
Matter ID 342.21

Page: 3
Smt No: 24119
August 6, 2012

	Postage	25.80
9/29/2011	Check issued to Legal Wings, Inc.	33.00
1/18/2012	Check issued to Legal Wings, Inc.	44.50
1/18/2012	Check issued to Legal Wings, Inc.	49.50
1/25/2012	Check issued to Legal Wings, Inc.	44.50
1/30/2012	Check issued to Legal Wings, Inc.	49.50
5/24/2012	Court Mandated E-filing Fee.	3.50
5/30/2012	Publication Fee.	100.00
6/18/2012	Process Serve - Division of Insurance fee to Serve Travelers w/ 3rd Amended Complaint Check # 8001.	30.00
6/21/2012	Runner Fee- Stipulation and Order to 400 S. 4th Street 3rd Floor.	21.00
6/26/2012	Filing fees.	3.50
6/30/2012	Publication Fee.	100.00
7/5/2012	Filing fees.	3.50
7/6/2012	Filing fees.	3.50
7/9/2012	Filing fees.	3.50
7/11/2012	Filing fees.	3.50

Sub-total Expenses: 557.80

Total Current Billing: 5,361.30

Previous Balance Due: 1,402.87

Total Payments: 0.00

Total Now Due: 6,764.17

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 24119
Statement Date: 8/6/2012
Matter ID: 342.21

Amount Due: 6,764.17

PLEASE REMIT TO:

Pezillo Robinson
6726 Via Ausili Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Ausli Parkway, Suite 200
Las Vegas, NV 89119
(702) 233-4225

Statement as of August 15, 2012
Statement No. 24915

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount	
Professional Fees						
7/17/2012	JRR	Draft email to Shane re: [REDACTED] [REDACTED] knowledgeable; review response; review response from Keith re: [REDACTED]	0.00	245.00	0.00	No Charge
7/17/2012	JRR	Review email from counsel for Mojave concerning depositions.	0.10	245.00	24.50	
7/17/2012	MLM	Emails to/from Mojave's attorney re: deposition dates and proposed Stipulation for Protection re: NV Energy subpoena.	0.30	180.00	54.00	
7/17/2012	MLM	Spoke with Sue at Nevada Energy re: requested documents per subpoena.	0.20	180.00	36.00	
7/18/2012	JRR	Draft email to Shane and Keith re: [REDACTED] [REDACTED]	0.00	245.00	0.00	No Charge
7/18/2012	BJP	Review motion for injunctive relief; research regarding issues raised.	1.80	300.00	540.00	
7/19/2012	JRR	Review stipulation concerning protective order and confidential documents; revise same.	0.60	245.00	147.00	
7/19/2012	MLM	Email to opposing counsel re: Cashman availability re: deposition; draft deposition notices for Mojave PMK and Janel Rennie.	0.50	180.00	90.00	
7/19/2012	MLM	Draft Reply to Mojave's Counterclaim.	0.50	180.00	90.00	
7/19/2012	MLM	Organize all discovery documents.	0.00	180.00	0.00	No Charge
7/20/2012	JRR	Review Notice vacating Carvalho's deposition and Amended Notice of Deposition of PMK for Cashman.	0.30	245.00	73.50	
7/20/2012	MLM	Review documents from Whiting Turner; draft discovery requests to Whiting Turner.	2.00	180.00	360.00	
7/23/2012	MLM	Review Constable notes and documents re: vehicles; contact Constable office for additional information; emails to/from Mojave attorney re: response to counterclaim and Stipulation for Confid. & Protection.	0.50	180.00	90.00	
7/23/2012	MLM	Review letter and documents from Forest City Mgt in response to Subpoena Duces Tecum.	0.20	180.00	36.00	
7/23/2012	BJP	Review authorities relied upon in Motion for Injunctive relief; drafting opposition to Motion for Injunctive Relief.	2.00	300.00	600.00	

Pezzillo Robinson
Matter ID 342.21

Page: 2
Smt No: 24915
September 7, 2012

7/24/2012	BJP	Research regarding [REDACTED] prepare opposition to motion for injunction.	2.90	300.00	870.00	
7/25/2012	BJP	Prepare opposition to motion for injunctive relief; research regarding [REDACTED] [REDACTED] research [REDACTED]	2.50	300.00	750.00	
7/26/2012	BJP	Revise and finalize opposition to motion for injunctive relief; prepare exhibits.	1.00	300.00	300.00	
8/1/2012	JRR	Review Amended Notice of Deposition of Person Most Knowledgeable of Cashman; Draft email to Shane re: [REDACTED] [REDACTED]	0.30	245.00	73.50	
8/1/2012	MLM	Continue drafting Motion for Summary Judgment on Lien Release Bond; review client documents re: [REDACTED] [REDACTED]	1.60	180.00	288.00	
8/2/2012	JRR	Review reply filed by Mojave in support of its motion for a preliminary injunction; prepare argument for hearing on motion for preliminary injunction.	1.50	245.00	367.50	
8/2/2012	JRR	Telephone call with Shane re: [REDACTED] [REDACTED]	0.00	245.00	0.00	No Charge
8/2/2012	JRR	Draft email update to Shane.	0.00	245.00	0.00	No Charge
8/2/2012	MLM	Spoke with Tonia Iran's attorney re: possible settlement.	0.20	180.00	36.00	
8/3/2012	JRR	Attend and argue hearing on Motion for Injunction.	2.20	245.00	539.00	
8/3/2012	JRR	Review Order prepared by Mojave granting their Motion for Injunctive Relief; review and analyze [REDACTED] revise order.	0.30	245.00	196.00	
8/3/2012	JRR	Telephone call with Shane and Keith re: [REDACTED] [REDACTED]	0.00	245.00	0.00	No Charge
8/3/2012	MLM	Spoke with NV Energy re: subpoena documents.	0.20	180.00	36.00	
8/3/2012	BJP	Review proposed order regarding injunction motion.	0.00	300.00	0.00	No Charge
8/6/2012	JRR	Draft email to counsel for Mojave with redline revisions to Order Granting in party Motion for Preliminary Injunction.	0.20	245.00	49.00	
8/7/2012	JRR	Review emails from counsel for Mojave re: revisions to Order on Motion for Preliminary Injunction/Codes.	0.20	245.00	49.00	
8/8/2012	JRR	Review [REDACTED] review [REDACTED]	0.40	245.00	98.00	
8/9/2012	JRR	Prepare Supplement to Applications for Default Judgment against Cam Consulting and Carvalho; review Applications in preparation for hearing; prepare outline of questions for hearing; prepare correspondence to Court with Cashman's	2.50	245.00	612.50	

		Proposed Order on the Motion to Procure Codes; prepare Proposed Order; review correspondence from counsel for Mojave re: cannot agree on certain portions of Order.				
8/9/2012	JRR	Draft email to Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
8/10/2012	JRR	Attend hearing for Default Judgment Application Prove-up for Cam Consulting and Carvalho.	2.70	245.00	661.50	
8/13/2012	JRR	Reviewing documents in order to respond to inquiry from Mojave's counsel.	0.40	245.00	98.00	
8/13/2012	JRR	Review and respond to emails from Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
8/14/2012	JRR	Drafting Motion concerning Sufficiency of the Bond; research regarding same.	0.80	245.00	196.00	
8/15/2012	JRR	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00	No Charge
8/15/2012	JRR	Drafting Motion concerning the sufficiency of the bond posted in support of the preliminary injunction and reviewing [REDACTED] [REDACTED] draft email to counsel for Mojave concerning certain invoices that were produced and providing person most knowledgeable information concerning deposition tomorrow; review and respond to emails concerning [REDACTED]	1.20	245.00	294.00	
8/15/2012	MLM	Contact Court re: information requested by Judge; draft Supplemental Affidavit of Fees; draft Supplemental Memorandum of Costs; draft Second Supplements to Default Judgment of Angelo Carvalho and Cam Consulting; draft cover letter to Judge to include clean copy of Cashman's credit application; submit documents to Court for issuance of Default Judgment.	2.00	180.00	360.00	
8/15/2012	MLM	Begin drafting Motion for Reconsideration; review case law.	0.50	180.00	90.00	

Sub-total Fees: 8,105.00

Discount: Bill Reduced as Courtesy -800.00

Rate Summary

Jennifer R.	14.20 hours at \$ 245.00/hr	3,479.00
Marisa Maskas	8.70 hours at \$ 180.00/hr	1,566.00
Brian J. Pezzillo	10.20 hours at \$ 300.00/hr	3,060.00

Total hours: 33.10

Pezzillo Robinson
Matter ID 342.21

Page: 4
Smt No: 24915
September 7, 2012

Total Current Billing:	<u>7,305.00</u>
Previous Balance Due:	5,361.30
Total Payments:	<u>0.00</u>
Total Now Due:	12,666.30

REMITTANCE COPY
Return with Payment

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

Statement Number: 24915
Statement Date: 9/7/2012
Matter ID: 342.21

Amount Due: 12,666.30

PLEASE REMIT TO:

Pezillo Robinson
6725 Via Austil Parkway, Suite 290
Las Vegas, NV 89119

(702) 233-4225

Pezzillo Robinson

6725 Via Austi Parkway, Suite 280
Las Vegas, NV 89119
(702) 233-4225

Statement as of September 15, 2012
Statement No. 24977

Cashman Equipment
Shane Norman
3300 St. Rose Parkway
Henderson, NV 89052

342.21: Cashman Equipment Company v. CAM Consulting/Carvalho

			Hours	Rate	Amount	
Professional Fees						
8/16/2012	JRL	Attend and defend Shane's deposition.	3.40	245.00	833.00	
8/16/2012	JRL	Draft Three Day Notice on Angelo Carvalho.	0.30	245.00	73.50	
8/17/2012	JRL	Review correspondence from counsel for Mojave re: depositions; review notice of deposition of person most knowledgeable of Cashman Equipment Company; drafting portions of Motion for Reconsideration.	1.00	245.00	245.00	
8/17/2012	MLM	Continue drafting Motion for Summary Judgment on Lien Release Bond.	1.50	180.00	270.00	
8/17/2012	MLM	Draft Supplemental 16.1 List of Documents; apply Bates Stamps.	1.00	180.00	180.00	
8/20/2012	JRL	Drafting Motion for Reconsideration.	0.50	245.00	122.50	
8/20/2012	MLM	Emails to/from Janel Rennie counsel re: deposition date; draft Amended Notice of Deposition.	0.30	180.00	54.00	
8/20/2012	MLM	Review Nevada Energy documents produced pursuant to subpoena.	0.50	180.00	90.00	
8/21/2012	JRL	Drafting Motion for Reconsideration of Issuance of Preliminary Injunction.	3.00	245.00	735.00	
8/21/2012	MLM	Receipt of Court Minutes for Angelo Carvalho's criminal case; finalize Supplement to Default Judgment Applications.	0.30	180.00	54.00	
8/22/2012	JRL	Researching issues concerning [REDACTED]	2.00	245.00	490.00	
8/22/2012	JRL	Draft email to Shane with update and [REDACTED]	0.00	245.00	0.00	No Charge
8/22/2012	MLM	Continue drafting Motion for Reconsideration; final revisions to Motion and Order Shortening Time and Exhibits.	1.60	180.00	288.00	
8/22/2012	MLM	Contact court re: status of transcripts.	0.10	180.00	18.00	
8/22/2012	BJP	Review and revise motion for reconsideration.	0.00	300.00	0.00	No Charge
8/23/2012	JRL	Drafting Motion for Reconsideration.	2.00	245.00	490.00	
8/23/2012	MLM	Emails to/from Mojave counsel re: deposition of Mojave PMK.	0.20	180.00	36.00	
8/28/2012	JRL	Draft email to Keith re: [REDACTED] contact opposing counsel re: moving forward with deposition as	0.20	245.00	49.00	

		scheduled.			
8/29/2012	MLM	Draft Certificate of Mailing for Motion for Reconsideration with Order Shortening Time and Receipt of Copy to opposing counsel.	0.40	180.00	72.00
8/29/2012	MLM	Emails to/from opposing counsel re: deposition dates for Mojave and Janel C.	0.30	180.00	54.00
8/30/2012	JRL	Draft email to Keith re: [REDACTED]	0.00	245.00	0.00 No Charge
8/31/2012	JRL	Telephone call with Keith re: [REDACTED]	0.40	245.00	98.00
8/31/2012	MLM	Letter to Shemilly Briscoe re: new Cashman PMK Notice of Deposition.	0.80	180.00	54.00
9/4/2012	JRL	Attend and defend deposition of Keith Lozeau.	2.60	245.00	637.00
9/7/2012	JRL	Draft Default of Angelo Carvalho.	0.30	245.00	73.50
9/7/2012	JRL	Review of hearing date for Motion for Reconsideration in light of [REDACTED]; analyze options in response.	0.40	245.00	98.00
9/10/2012	JRL	Review Opposition to Motion for Reconsideration filed by Mojave.	0.40	245.00	98.00
9/10/2012	MLM	Letter to Mojave counsel re: continuing Mojave PMK deposition.	0.30	180.00	54.00
9/11/2012	JRL	Draft email to Shane concerning [REDACTED]	0.00	245.00	0.00 No Charge
9/11/2012	MLM	Prepare Notice of Entry of Default Judgments against Angelo Carvalho and CAM.	0.40	180.00	72.00
9/12/2012	JRL	Telephone call with Shane re: [REDACTED]	0.00	245.00	0.00 No Charge
9/12/2012	JRL	Research [REDACTED] for City Hall Project; review records available online; telephone call with Clark County Development Services re: same.	0.50	245.00	122.50
9/13/2012	JRL	Draft Notice of Appeal re: Order Granting Defendants' Motion for Preliminary Injunction.	0.50	245.00	122.50
9/13/2012	MLM	Draft Case Appeal Statement.	0.50	180.00	90.00
9/14/2012	JRL	Research issue re: [REDACTED] [REDACTED] review status of discovery and settling of depositions to determine remaining issues; revise case appeal statement; begin drafting Motion to Stay Enforcement.	1.60	245.00	392.00
9/14/2012	MLM	Emails to/from counsel for Tonia Tran re: settlement.	0.20	180.00	36.00
9/14/2012	MLM	Draft 7th Supplemental Disclosure of Witnesses and Documents; Bates Stamp.	1.00	180.00	180.00
9/14/2012	MLM	Draft Deposition Notices for Francis McComb, Brian Bugni and Pete Fergen, and the PMK of Whiting Turner; draft Amended Notice of Deposition for Janel Carvalho.	1.00	180.00	180.00
9/14/2012	MLM	Emails to/from Mojave counsel re: amending Stipulation and Order re: Confidentiality &	0.20	180.00	36.00

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**

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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
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4	99	Findings of Fact and Conclusions of Law	05/05/2014	31	JA0007714-29
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7	34	Findings of Fact and Conclusions of Law Based upon Counterclaimants Motion to Procure Codes	08/10/2012	2	JA000414-16
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12	61	Fourth Amended Complaint	01/10/2013	5	JA0001154-72
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14	91	Joint Pretrial Memorandum	01/16/2014	11	JA0002560-79
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16	92	Joint Trial Exhibit Index	01/21/2014	11	JA0002580-82
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19	92.J01	Joint Trial Exhibits	01/21/2014	11-27	JA0002583-6552
20	to				
21	92.J65				
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23	106	Judgment	08/18/2014	32	JA0007789-91
24					
25	101	Memorandum of Costs and Disbursements	05/13/2014	31	JA0007748-50
26					
27	94	Motion for Relief Pursuant to NRCP	03/20/2014	29	JA0007099-7112
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

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
60	Notice of Entry of Order Granting Motion to Amend Complaint	01/09/2013	5	JA0001149-53
16	Notice of Entry of Order Granting Motion to Consolidate (Filed in A653029)	02/02/2012	1	JA000129-34
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
57	Notice of Posting Bond	11/07/2012	5	JA0001112-16

1	44	Notice of Posting Cost Bond	09/19/2012	4	JA000854-57
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3	33	Notice of Posting Security Bond	08/09/2012	2	JA000407-13
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5	82	Opposition to Cashman's Motion for Award of Attorneys' Fees and Costs Pursuant to NRS 108.2275	06/20/2013	10	JA0002462-74
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10	39	Opposition to Cashman's Motion for Reconsideration of Order Granting in Part Counter- claimants' Motion for Preliminary Injunction to Procure Codes or Alternatively Motion for Clarification and Request for OST	09/07/2012	2-3	JA000499-609
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20	96	Opposition to Motion for Relief Pursuant to NRCP 60(b) and Motion for Attorneys' Fees and Costs Pursuant to NRS Ch. 108	04/15/2014	30- 31	JA0007360- 7693
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26	58	Opposition to Motion to Amend Complaint	11/19/2012	5	JA0001117-26
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108	Order Denying Cashman’s Request for Costs Pursuant to NRS 18.020	09/02/2014	32	JA0007797-98
86	Order Granting Cashman’s Motion for Award of Attorneys’ Fees and Costs Pursuant to NRS 108.2275	09/20/2013	10	JA0002496-97
51	Order Granting Cashman’s Motion to Stay or Suspend Order Granting in Part Motion for Preliminary Injunction to Procure Codes	11/02/2012	5	JA0001077-78
75	Order Rescheduling Pretrial/Calendar Call	04/17/2013	10	JA0002388-89
18	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	02/21/2012	1	JA000145-46
32	Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	08/06/2012	2	JA000405-06

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

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