

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

2 Supreme Court No.:
3 District Court Case No.: 07A542616

4 _____
5 D.R. HORTON, INC. Electronically Filed
6 Petitioner, Jul 17 2014 08:10 a.m.
7 v. Tracie K. Lindeman
8 Clerk of Supreme Court

9 EIGHTH JUDICIAL DISTRICT COURT
10 of the State of Nevada, in and for the COUNTY OF CLARK;
11 and the HONORABLE SUSAN JOHNSON, District Judge,

12 Respondent,
13 ARLINGTON RANCH HOMEOWNERS ASSOCIATION, a Nevada non-profit
14 corporation,
15 Real Party in Interest

16 _____
17 **APPENDIX TO PETITIONER, D.R. HORTON, INC.'S PETITION FOR**
18 **WRIT OF PROHIBITION AND/OR MANDAMUS – VOLUME II OF II**
19 _____

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No.	Document Description	Date	Volume	Bates No.
1	Plaintiff's Complaint	6/07/07	I	000001-000012
2	Plaintiff's Ex Parte Motion to Stay Complaint and Enlarge Time for Service	8/13/07	I	000013-000031
3	Notice of Entry of Order Granting Plaintiff's Ex Parte Motion to Stay Complaint and Enlarge Time for Service	8/13/07	I	000032-000035
4	July 30, 2009 Court Minutes	7/30 /09	I	000036-000038
5	Order On Motion to Stay Litigation and Vacate Trial Date	8/10/09	I	000039-000040
6	Case Management Order	11/12/09	I	000041-000069
7	DR Horton's Answer to Plaintiff's Complaint and Third-Party Complaint	9/23/11	I	000070-000145
8	September 29, 2011 Transcript of Hearing	09/29/11	I	000146-000154
9	Supreme Court Order Granting Temporary Stay	10/19/11	I	000155-000156
10	Third-Party Defendant Firestop, Inc.'s Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 41(e)	01/21/14	I	000157-000175
11	D.R. Horton, Inc.'s Joinder to Third-Party Defendant Firestop, Inc.'s Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 41(e)	1/23/14	I	000176-000178
12	Plaintiff's Opposition to Third-Party Defendant Firestop, Inc.'s Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 41(e)	02/07/14	I	000179-000235
13	D.R. Horton, Inc.'s Reply to Plaintiff's Opposition and in Further Support of DR Horton's Motion for Partial Summary Judgment Against Plaintiff	02/20/14	II	000236-000256

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No.	Document Description	Date	Volume	Bates No.
14	Order Denying Third-Party Defendant Firestop, Inc.'s Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 41(e)	02/27/14	II	000257-000264

CERTIFICATE OF SERVICE

I certify that on the 16 day of July, 2014, I submitted for electronic filing and electronic service the foregoing APPENDIX TO PETITIONER, D.R. HORTON, INC.'S PETITION FOR WRIT OF PROHIBITION AND/OR MANDAMUS – VOLUME II OF II.

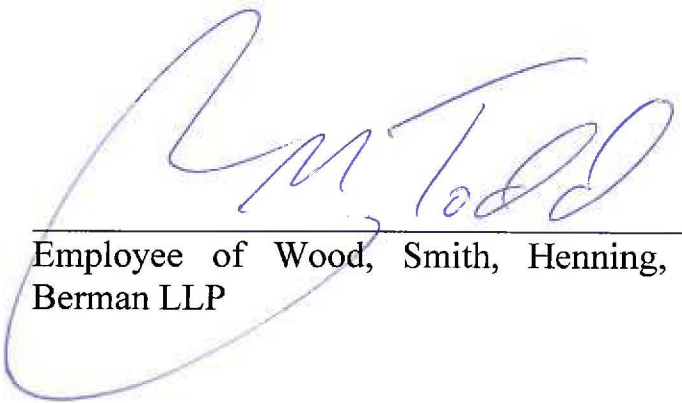
I HEREBY CERTIFY that on the 16 day of July, 2014, a copy of APPENDIX TO PETITIONER, D.R. HORTON, INC.'S PETITION FOR WRIT OF PROHIBITION AND/OR MANDAMUS – VOLUME II OF II was hand-delivered to the following:

Honorable Judge Susan H. Johnson
Regional Justice Center, Department XXII
Eighth Judicial District Court
200 Lewis Avenue
Las Vegas, NV 89101

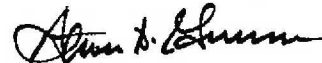
I HEREBY CERTIFY that on the 16 day of July, 2014, a copy of APPENDIX TO PETITIONER, D.R. HORTON, INC.'S PETITION FOR WRIT OF PROHIBITION AND/OR MANDAMUS – VOLUME II OF II was hand-delivered to the following:

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

13 **HIGH NOON AT ARLINGTON RANCH**
14 **HOMEOWNERS ASSOCIATION, a**
15 **Nevada non-profit corporation, for itself**
and for all others similarly situated,

16 Plaintiff,

17 v.

18 **D.R. HORTON, INC., a Delaware**
19 **Corporation DOE INDIVIDUALS 1-100,**
20 **ROE BUSINESSES or**
GOVERNMENTAL ENTITIES 1-100,
inclusive,

21 Defendants.

CASE NO.: A542616
DEPT NO.: XXII

**D.R. HORTON'S REPLY TO
PLAINTIFF'S OPPOSITION,
AND IN FURTHER SUPPORT OF
D.R. HORTON'S MOTION FOR
PARTIAL SUMMARY JUDGMENT
AGAINST PLAINTIFF**

(ELECTRONIC FILING CASE)

Date: February 27, 2014
Time: 9:00 a.m.

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1 D.R. HORTON, INC.,

2 Third-Party Plaintiff,

3 v.

4 ALENCO WINDOWS, ANSE, INC.
5 d/b/a NEVADA STATE PLASTERING,
6 CAMPBELL CONCRETE OF
7 NEVADA, INC., CAMPBELL
8 CONCRETE, INC., CIRCLE S
9 DEVELOPMENT CORPORATION,
10 CREATIVE TOUCH INTERIORS,
11 EFFICIENT ENTERPRISES, INC.
12 d/b/a EFFICIENT ELECTRIC, INC.,
13 DUPONT FLOORING SYSTEMS,
14 EXPRESS BLINDS & SHUTTERS,
15 FIRESTOP, INC., INFINITY BUILDING
16 PRODUCTS, LLC, INTEGRITY WALL
17 SYSTEMS, LLC, K&K DOOR & TRIM,
18 LLC, NATIONAL BUILDERS, INC.,
19 OPM, INC. d/b/a CONSOLIDATED
20 ROOFING, QUALITY WOOD
21 PRODUCTS, LTD, RISING SUN
22 PLUMBING, LLC d/b/a RSP, INC.,
23 SOUTHERN NEVADA CABINETS,
24 INC., SUMMIT DRYWALL & PAINT,
25 LLC, SUNRISE MECHANICAL, INC.,
26 SUNSTATE COMPANIES, INC. d/b/a
27 SUNSTATE LANDSCAPE, UNITED
28 ELECTRIC, INC. d/b/a UNITED HOME
ELECTRIC, WALLDESIGN
INCORPORATED, DOES 101 through
150; and ROE Corporations 101
through 150,

Third-Party Defendants.

21 COMES NOW Defendant/Third-Party Plaintiff, D.R. Horton, Inc. ("D.R.
22 Horton"), by and through its attorneys Wood, Smith, Henning & Berman LLP, and
23 hereby files its Reply in Support of its Motion for Partial Summary Judgment
24 against all current homeowners who purchased their home after High Noon At
25 Arlington Ranch Homeowners Association ("Plaintiff") filed its operative complaint
26 against D.R. Horton ("Subsequent Purchasers").

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1 This Reply is based on the grounds that Plaintiff has failed to produce any
2 evidence that any material factual issue exists as to its standing to bring claims on
3 behalf of Subsequent Purchasers and Plaintiff misconstrues or misrepresents
4 Nevada law with respect to the issue of standing under NRS 40.600 *et seq.*,
5 NRCP 16 and 17. This Reply is further based upon the following Memorandum of
6 Points and Authorities, the papers and pleadings on file, and any oral argument
7 the Court may entertain.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **I. INTRODUCTION**

10 Plaintiff's Opposition to D.R. Horton's Motion for Partial Summary Judgment
11 ("Opposition") is completely lacking any affidavit, exhibit or even argument
12 demonstrating a genuine factual issue to withstand D.R. Horton's Motion for Partial
13 Summary Judgment ("Motion"). In fact, Plaintiff does not even attempt to raise
14 one material issue of fact in its Opposition but, rather, appropriately, focuses on
15 addressing D.R. Horton's legal arguments. As such, it is appropriate for this Court
16 to evaluate D.R. Horton's contentions in its Motion as a matter of law.

17 Notwithstanding the same, Plaintiff accuses D.R. Horton of failing to cite to
18 any controlling Nevada law in its underlying Motion for Partial Summary Judgment
19 ("Motion"). This contention is incorrect, since even a cursory review of the Motion
20 reveals that D.R. Horton cited, in support of its Motion, NRS 40.645, NRS 40.610,
21 *Anse, Inc. v. Eight District Court*, 124 Nev. 862, (2008), NRS 40.688, NRS
22 47.250(16), NRS 116.3102(d), *D.R. Horton v. District Court (First Light II)*, 125
23 Nev. 449, 215 P.3d 697 (2009), and *Wood v. Safeway, Inc.*, 121 Nev. 724, 729,
24 121 P.3d 1026, 1029 (2005). As such, Plaintiff's representation that D.R. Horton
25 did not cite any Nevada legal authorities in support of its Motion is patently wrong.

26 With regard to the aforementioned law, Plaintiff even agrees with D.R.
27 Horton's and this court's prior interpretations of the same. D.R. Horton's view of
28 the implications of such law, however, is far different than Plaintiff's view of such

1 implications. For example, both sides agree that *Vaughn v. Dame*
2 *Construction Co.*, 223 Cal.App.3d 144, 147-148 (1990) stands for the
3 proposition "that a plaintiff suing for construction defects retains its
4 standing irrespective of any changes in ownership of the unit."¹ D.R. Horton
5 has never argued that the former owners of the subject properties ("Former
6 Owners") lost the entirety of their cause of action upon selling their home. These
7 former owners retain any and all claims that they may have for repairs that they
8 performed or any loss of value that they allege when they sold their homes.
9 However, as discovery is closing and no such claims have been presented and
10 none were offered in opposition to this motion, these claims are now foreclosed
11 (although this was not the point of this motion). Additionally, D.R. Horton is aware
12 that this Court has ruled that, Pursuant to NRS 116.3102, Plaintiff has standing to
13 bring certain claims against D.R. Horton on behalf of those that owned their
14 property at the time that Plaintiff filed its Complaint against D.R. Horton. As such,
15 D.R. Horton only moves this Court to preclude the claims of the those Subsequent
16 Purchaser homeowners who purchased their homes subsequent to the date
17 Plaintiff filed its Complaint on behalf of the respective Former Owners. As
18 described more thoroughly below, D.R. Horton's request is proper and Plaintiff's
19 concession that there are no material facts in opposition to this motion confirms
20 that it should be granted.

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27 ¹ See Plaintiff's Opposition to D.R. Horton's Motion for Partial Summary Judgment, pg. 8,
28 ¶¶ 3-5.

1 II. LEGAL ARGUMENT

2 A. Plaintiff Has Failed To Produce Any Competent Evidence That Any
3 Factual Material Issue Exists

4 Where, as here, a motion for summary judgment has been supported with
5 affidavits and documentation as required by NRCP 56, the burden of proof shifts to
6 the non-moving party. As the Nevada Supreme Court has made abundantly clear
7 in its ruling in *Wood v. Safeway, Inc.*, 121 Nev. 724, 121 P.3d 1026 (2005), the
8 non-moving party may not rest upon general allegations and conclusions, but
9 "must, by affidavit or otherwise, set forth specific facts demonstrating the
10 existence of a genuine factual issue for trial or have summary judgment
11 entered against him." *Id.* at 121 Nev. at 731, 121 P.3d at 1031 (citing *Pegasus v.*
12 *Reno Newspapers, Inc.*, 118 Nev. 706, 713 (2002)). (Emphasis added.) Indeed,
13 the non-moving party may not defeat a motion for summary judgment "on the
14 gossamer threads of whimsy, speculation and conjecture." *Id.* at 1030,
15 (emphasis added) (quoting *Bulbman, Inc. v. Nevada Bell*, 108 Nev. 105, 110
16 (1992)); *Matsushita Electric Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 106 S.
17 Ct. 1348, 89 L. Ed. 2d 538 (1986) (holding that non-moving party must do more
18 than just show there is some "metaphysical doubt," the non-moving party must
19 show a genuine issue for trial). The Nevada Supreme Court again recently
20 reiterated the requirements for a party to overcome summary judgment:

21 To withstand summary judgment, the nonmoving party cannot
22 rely solely on general allegations and conclusions set forth in
23 the pleadings, but must instead present specific facts
demonstrating the existence of a genuine factual issue
supporting his claims.

24 *Choy v. Ameristar Casinos, Inc.*, 127 Nev. Adv. Op. 78 (Nov. 23, 2011) (Upholding
25 granting of summary judgment motion because "Choy did not present any specific
26 facts or affidavits demonstrating the existence of a genuine issue supporting his
27 claim.")

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1 Furthermore, NRCP 56(e) specifically sets forth the requirements to
2 competently oppose summary judgment:

3 When a motion for summary judgment is made and supported
4 as provided in this rule, an adverse party may not rest upon
5 the mere allegations or denials of the adverse party's
6 pleading, but the adverse party's response, by affidavits or
7 as otherwise provided in this rule, must set forth specific
8 facts showing that there is a genuine issue for trial. If the
adverse party does not so respond, summary judgment, if
appropriate, shall be entered against the adverse party.

NRCP 56(e). (Emphasis added.)

9 Here, D.R. Horton submitted an affidavit noting the facts material to the
10 disposition of the Motion and numerous supporting exhibits, pursuant to NRCP
11 56(c), for this Honorable Court's consideration. As such, pursuant to Nevada law,
12 the burden has shifted to Plaintiff to establish the existence of factual material
13 issues. Plaintiff has failed to meet that burden and has declined to offer any facts
14 in opposition. Even a cursory review of Plaintiff's Opposition reveals that the
15 Opposition is based entirely on speculation, conjecture, and an obvious
16 misinterpretation or misrepresentation of Nevada law. Significantly, Plaintiff did
17 not even provide a meaningful affidavit or exhibit disputing any material fact
18 outlined in D.R. Horton's Motion and in support of any of their arguments asserted
19 in their Opposition. This failure to provide any evidence or meaningful affidavit,
20 alone, is sufficient to grant summary judgment under NRCP 56(e) as noted in
21 *Wood*.

22 **B. Plaintiff Clearly Misinterprets The Implications Of Nevada Law With**
23 **Respect To Its Ability To Bring Claims On Behalf Of Subsequent**
24 **Purchasers**

25 Plaintiff apparently takes the position that it may bring claims on behalf of
26 past, present, and even dreamed up future homeowners under NRCP 17 and NRS
116.3102. Specifically, Plaintiff notes that NRCP 17 states, in pertinent part, that:

27 *Real party in interest.* Every action shall be prosecuted in the
28 name of the real party in interest...*a party authorized by statute*
may sue in that person's own name without joining the party for

1 *whose benefit the action is brought;...No action shall be*
2 *dismissed on the ground that it is not prosecuted in the name of*
3 *the real party in interest until a reasonable time has been*
4 *allowed after objection for ratification...*²

5 Plaintiff points out that NRCP 17 clearly allows "suit for the benefit of
6 another without joining that person as a party," and NRS 116.3102 states that
7 "[associations] May institute, defend or intervene in litigation...in its own name on
8 behalf of itself or two or more units' owners on matters affecting the common-
9 interest community" (Emphasis added). Plaintiff posits that, "when read together,
10 [the statutes] reflect a plain and clear legislative grant of standing to pursue this
11 action against DRH." D.R. Horton agrees that these statutes confer standing on
12 Plaintiff to bring certain claims against D.R. Horton on behalf of Former Owners
13 but not future owners who did not own these homes at the time this case was filed.
14 **Plaintiff's conclusion that it may originate an action on behalf of future**
15 **purchasers of the subject property is erroneous and has no foundation in**
16 **law or logic.**

17 Here, the Subsequent Purchasers of the subject properties were not **unit**
18 **owners** when Plaintiff instituted this action, thus, notwithstanding Plaintiff's
19 standing to bring claims on behalf of **unit owners**, Plaintiff never had standing to
20 bring claims on behalf of **future unit owners**. Plaintiff never even purported to be
21 bringing claims on behalf of prospective purchasers in its operative Complaint.
22 Accordingly, while it may be said Plaintiff currently has standing to assert an action
23 on behalf of those which were owners of the units at the time the Complaint was
24 filed, **it never had standing to assert prospective claims on behalf of**
25 **prospective owners at the time the Complaint was filed.** This also means that
26 Plaintiff has ***never met normal standing requirements*** for Subsequent

27 ² See Opposition, pg. 5, ¶¶15-20.
28

1 Purchasers, rendering its argument meritless that "the question whether the
2 association has the right to bring a suit on behalf of the members is an internal
3 question, which can be raised only by a member of the association."

4 Perhaps more fatal to Plaintiff's position, however, is that the Subsequent
5 Purchasers have never complied with the mandates of NRS 40.600 *et seq.* and
6 cannot be "claimants" under Nevada law or Plaintiff's herein, and this Plaintiff HOA
7 cannot pursue claims on their behalf in a representative capacity. Should any
8 Subsequent Purchaser decide that they want to pursue NRS Chapter 40 claims
9 against D.R. Horton, the Subsequent Purchaser, or this HOA Plaintiff would need
10 to serve D.R. Horton with a new NRS 40.645 Notice for that particular home and
11 proceed through the requirements of NRS Chapter 40.

12 While Plaintiff will undoubtedly try to assert that the claims of any new or
13 future owners should "relate back" to the original NRS 40.645 Notices, D.R.
14 Horton submits that there is no basis for any such "relation back." Indeed, there is
15 not, and cannot be, any privity between the former owners and Subsequent
16 Purchasers, absent an assignment of their identical claims, with respect to the
17 subject residences. Again, this issue has been conceded as no such assignment
18 has been asserted in opposition to this motion.

19 D.R. Horton submits that this Honorable Court recently evaluated and
20 decided almost an identical issue in another matter. In *Smith, et al. v. Central*
21 *Park, LLC, et al.*, Case No. A605954, this Court ruled that "any future claims
22 brought by later owners of the residences at issue do not relate back to the date of
23 the Former Owner Plaintiffs issued their Chapter 40 notices."³ In other words, this
24 Court ruled that if subsequent purchasers wanted to pursue construction defect
25

26 ³ See, Findings of Fact, Conclusions of Law and Order re: Third-Party Defendant Cedco,
27 Inc.'s Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment, filed in
28 Case No. A605954 on December 5, 2011, at p. 9, a copy of which is attached hereto as Exhibit
"A."

1 claims for the homes at issue, they would need to issue their own NRS Chapter 40
2 Notices and follow the mandatory procedures attendant therewith.

3 This Court's decision in *Smith* is directly in line with the California court's
4 decision in *Vaughn v. Dame Construction Co.*, which held that the real party in
5 interest is the party who has title to the cause of action, not title to the home. As
6 Plaintiff aptly pointed out in its Opposition, "the rights to causes of action are
7 separate, independent, and distinct from ownership of units." As such, a
8 homeowner's title to her cause of action is not transferred to a subsequent
9 purchaser upon transfer of the title to the home to the purchaser and the
10 subsequent purchaser does not automatically have his own cause of action
11 by virtue of his new ownership of the property.

12 While a subsequent purchaser may have his own separate and
13 independent cause of action against a developer at the same time as a former
14 owner, he does not begin that cause of action until he serves the developer with a
15 new NRS 40.645 Notice for that particular home and proceeds through the
16 requirements of NRS Chapter 40.

17 D.R. Horton submits that the court's decision in *Vaughn* and this Court's
18 decision in *Smith* is directly on point with the situation presented herein, and may
19 appropriately be considered by this Honorable Court as persuasive authority.
20 Considering the aforementioned, this Court should dismiss the claims of the
21 Subsequent Purchaser Plaintiffs.

22 **III. CONCLUSION**

23 Plaintiff has the burden to prove it has standing to pursue claims in this
24 matter. Plaintiffs have not done so. Because Subsequent Purchasers have never
25 brought a cause of action against D.R. Horton, they simply are not a party to this
26 litigation. Further, Subsequent Purchasers have never been a "claimant" under
27 NRS 40.610. Accordingly, they lack standing and are not the Real Parties in
28

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1 Interest in this matter. As such, Plaintiff never had normal standing to bring claims
2 on Subsequent Purchasers' behalf.

3 Plaintiff, on behalf of Former Owners, has the burden of establishing,
4 through competent evidence, that they have incurred costs or suffered damages
5 recoverable under NRS Chapter 40. Plaintiff has not met this burden. Indeed,
6 Former Owner Plaintiffs have failed to meet their burdens in opposing D.R.
7 Horton's Motion in every respect.

8 For the reasons set forth herein, D.R. Horton respectfully requests
9 summary judgment be entered against Subsequent Purchasers. Specifically, this
10 court should rule as a matter of law that the Plaintiff HOA's claims are limited to
11 the enumerated exterior claims for the 112 homes that are still owned by those
12 homeowners that owned their homes when the case was filed, and the interior
13 "sub-class" is limited to 62 of these same homes since the Plaintiff HOA may only
14 stand in the shoes of those homeowners that meet the normal standing
15 requirements of Nevada law and this court's prior Orders on Standing.

16 DATED: February 20, 2014

WOOD, SMITH, HENNING & BERMAN, LLP

17
18 By:



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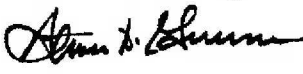
Attorneys for Defendant/Third-Party
Plaintiff, D.R. HORTON, INC.

EXHIBIT A

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11
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13 **CLARK COUNTY, NEVADA**

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16 P. BELEN, individually; AARON
17 BLANCHARD, individually; JOHN MEL
18 CORPUZ, individually; KEFLE EYOB and
19 GIDEY ZERESENAI, individually; FRANK
20 and ANNETTE FAZIO, individually;
21 RICHARD FRIEDEMANN, individually;
22 PATRICK C. and SUSAN L. GRAHAM,
23 individually; ROBERT and SHANNON
24 GROTEBECK, individually; ISHMAEL and
25 MARLA D. GUERRA, individually;
26 CONSUELLA HAWKINS, individually;
27 JAMES and LENA HENNER, individually;
28 BRENT LYMER and CHERYL ALFRED,
individually; GEORG J. and IRENE
MARMELSTEIN, individually; DEBORAH S.
NICKLE, individually; SUSAN NORDEL,
individually; JOSEPH and HENRIETTE
RESTUCCIA, individually; KEVIN and TINA
ROBERTS, individually; RICHARD
SCHUMACHER and DENISE RILEY,
individually; RICHARD S. and VIRGINIA A.
SCIBIOR, individually; APRIL STOBBER-
GLUCK, individually; JOHN and YVONNE
TURNER, individually; MARY M. UY,
individually; DAVID and TRICIA BEAL,
individually; JEFF BROWNE, individually;
SHEILA DRA YSTER, individually;

CASE NO. A-09-605954-D
DEPT NO. XXII

(ELECTRONIC FILING CASE)

**FINDINGS OF FACT, CONCLUSIONS OF
LAW AND ORDER RE: THIRD-PARTY
DEFENDANT CEDCO, INC.'S MOTION
FOR SUMMARY JUDGMENT, OR IN
THE ALTERNATIVE, PARTIAL
SUMMARY JUDGMENT**

1 GUILLERMO M. and YVONNE MARIE
2 SANCHEZ, individually; RYO and KEIKO
3 KOHAMA, individually; ERICK CRUZ,
4 individually; MARIAN FANELLA,
5 individually; KYU MIN HAN, individually;
6 ROY D. HANSON, individually; RICK
7 HIGGINS, individually; BEE WAH
8 WILKINSON, individually; TOM and QUEEN
9 E. STASICK, individually; VICKI DIGGS,
10 individually; YVONNE HYDE, individually;
11 DAVID KOHLMEIER, individually;
12 MANAMI H. MATA, individually; MARY
13 ANN MONDAY, individually; THELMA L.
14 PATTERSON, individually; CHARLES
15 BASTIEN, individually; DAVID BRADLEY,
16 individually; RANDY HATADA, individually;
17 MARC KENWOOD, individually; DELMIS L.
18 RATLIFF and DIANA KENNEDY,
19 individually; NORLAND K. SKELTON,
20 individually; TODD SUNDERLAND,
21 individually; RYAN TOMAINO, individually;
22 CARL B. WELLER, individually; ANDREA
23 M. BEDNAR, individually; RONALD
24 JOHNSON, individually; MASAKO
25 KIMURA, individually; PATRICIA
26 MCCARTNEY, individually; ROBERT J. And
27 SHIRLEY A. O'LEARY, individually;
28 ROBERT JOHN and EVA ANN
ROMMERSKIRCHEN, individually;
ANGELA SHIH, individually; JARRELL B.
SILER, individually; JOHN C. And
REBECCA CAROLINE WILSON,
individually; KENNETH S. MOORE,
individually; MOSHEN KAVANDI and
NAHOMI KURATO, individually; VICTOR
and CHRISTINA SIEW, individually; NICKIE
MALINAK, individually; CHARLES B.
FAHY, individually; JESUSA B.
DUSCHANE, individually; DANIEL V. And
ELEANOR R. CABAL, individually;
ALFRED and LINDA TAY, individually;
LINDA TAY and YUET KING-LAM,
individually; MICHELE BARTH, individually;
GAIL BRUSH, individually; PAT J. And
LINDA S. SALVADOR, individually; PAUL
MICHAEL D. LEYNES and PETER JOSEPH
D. LEYNES, individually; CATHERINE OH,
individually; DELORIS KING, individually;
KAVEH and SHIRIN TEHERANI,
individually; and ROES 47-600, inclusive,

Plaintiffs,

vs.

1 CENTRAL PARK, LLC., a Nevada limited
liability company; AMLAND
2 DEVELOPMENT, INC., a Nevada
corporation; AMLAND DEVELOPMENT,
3 LLC, a Nevada limited liability company; U.S.
WEST DEVELOPMENT, INC., a Nevada
4 corporation; and DOES 1 through 500,
inclusive,

5
6 Defendants.

7 CENTRAL PARK, LLC., a Nevada limited
liability company; AMLAND
8 DEVELOPMENT, INC., a Nevada
corporation; AMLAND DEVELOPMENT,
9 LLC, a Nevada limited liability company; U.S.
WEST DEVELOPMENT, INC., a Nevada
10 corporation; and DOES 1 through 500,
inclusive,

11 Third-Party Plaintiffs,

12 vs.

13 AR ORNAMENTAL IRON, INC., a Nevada
14 corporation; ANOZIRA DOOR SYSTEMS,
INC., an Arizona corporation; B.D. TRIM-CO.
15 INC., a Texas corporation; CABINETEC,
INC., a Nevada corporation; CAMPBELL
16 CONCRETE OF NEVADA, INC., a Nevada
corporation; CARPET BARN, INC., a
17 Delaware corporation; CARPETS 'N MORE,
LLC, a Nevada limited liability corporation;
18 CEDCO, INC., a Nevada corporation;
CHAMPION DRYWALL INC. OF NEVADA,
19 a Nevada corporation; CREATIVE SURFACE
SOLUTIONS, INC., a Nevada corporation;
20 CREATIVE TOUCH INTERIORS, INC., a
Maryland corporation; DISTINCTIVE
21 MARBLE, INC., an Arizona corporation;
DRYWALL SYSTEMS, INC., a Nevada
22 corporation; EAGLE SENTRY, a Nevada
company; EFFICIENT ENTERPRISES, LLC,
23 d/b/a EFFICIENT ELECTRIC, a Nevada
corporation; GEOTEK, INC., a Nevada
24 corporation; GILMORE & MARTIN
CONSTRUCTION, INC., a Nevada
25 corporation; L&S AIR CONDITIONING,
HEATING & FIREPLACE, LLC, a Nevada
26 limited liability corporation; MAGNUM AIR,
a Nevada corporation; MERIT STRUCTURES
27 & RESTORATION, INC. d/b/a ATLAS
PIERS, a Utah corporation; MILGARD
28 MANUFACTURING, INC., a Washington

1 corporation; PACIFIC DRYWALL & PAINT,)
2 INC., a Nevada corporation; QUALITY)
3 WOOD PRODUCTS, LTD., a Nevada)
4 corporation; RCR PLUMBING &)
5 MECHANICAL, INC., a California)
6 corporation; SACRAMENTO INSULATION)
7 CONTRACTORS, d/b/a GALE BUILDING)
8 PRODUCTS, a California corporation; STEVE)
9 BLEAK, d/b/a SUNSHINE GLASS &)
10 MIRROR, an unknown entity; SUN CITY)
11 LANDSCAPE & LAWN MAINTENANCE,)
12 INC., a Nevada corporation; TITAN STAIRS)
13 & TRIM, INC., a Nevada corporation;)
14 WESTAR KITCHEN & BATH, LLC, a)
15 Delaware corporation; WILLIS ROOF)
16 CONSULTING, INC., a Nevada corporation;)
17 WTW ENTERPRISES, LLC, a Nevada)
18 corporation; and MOES 5-500, inclusive,)

19 Third-Party Defendants.

20 MILGARD MANUFACTURING, INC., a)
21 Washington corporation, inclusive,)

22 Third-Party Plaintiff,

23 vs.

24 CARTWRIGHT ENTERPRISES, an unknown)
25 business entity; JERRY CARTWRIGHT dba)
26 CARTWRIGHT ENTERPRISES; DOES 1)
27 through 5, inclusive; and ROE BUSINESSES)
28 1 through 10, inclusive,)

Third-Party Defendants.

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER RE: THIRD-PARTY
DEFENDANT CEDCO, INC.'S MOTION FOR SUMMARY JUDGMENT, OR IN THE
ALTERNATIVE, PARTIAL SUMMARY JUDGMENT**

This matter, concerning Third-Party Defendant CEDCO, INC.'s Motion for Summary Judgment, or in the alternative, Partial Summary Judgment, and Joinders to that Motion, came on for hearing on September 15, 2011, at 9:00 a.m. before Department XXII of the Eighth Judicial District Court, The Honorable Susan H. Johnson presiding. Plaintiffs appeared by and through their attorney, BRADLEY ROSENBERG, of the law firm SHINNICK RYAN & RANSVAGE, P.C.; Defendant/Third-Party Plaintiff AMLAND DEVELOPMENT, LLC, appeared by and through its attorney, JOSEPH GOLDMAN, ESQ. of the law firm COOKSEY, TOOLLEN, GAGE, DUFFY, &

1 WOOG; CEDCO, INC. appeared by and through its attorneys, EILEEN MULLIGAN MARKS,
2 ESQ. of the law firm THE MARKS LAW GROUP and KIRK N. WALKER, ESQ. of the law firm
3 LEWIS BRISBOIS BISGAARD & SMITH LLP. All other appearances made by counsel at the time
4 of the hearing were noted on the record.

5 Having reviewed the papers and pleadings on file and having heard oral arguments of the
6 parties, this Court makes the following Findings of Fact and Conclusions of Law, and issues the
7 following Orders:

8 **FINDINGS OF FACT**

9 1. This litigation concerns allegations of construction deficiencies relative to single-
10 family homes in the Central Park Estates subdivision located in Las Vegas, Nevada. Central Park
11 Estates in its entirety consists of approximately 262 single family homes. The Plaintiffs in this case
12 have alleged they are the owners of 79 homes in the Central Park Estates subdivision.

13 2. On December 15, 2009, Plaintiffs filed a Complaint naming CENTRAL PARK, LC,
14 AMLAND DEVELOPMENT, INC., AMLAND DEVELOPMENT, LLC, and U.S. WEST
15 DEVELOPMENT, INC. as Defendants. Plaintiffs' causes of action include: (1) Breach of Contract
16 and Breach of Express Warranties as against All Defendants and Does 1 through 400; (2) Breach of
17 Implied Warranties – Third Party Beneficiary as against Does 1 through 400; (3) Negligence and
18 Negligence Per Se as to All Defendants and Does 1 through 400; and (4) Breach of Implied Warranty
19 of Habitability as to All Defendants and Does 1 through 400.

20 3. Defendants CENTRAL PARK, LC, AMLAND DEVELOPMENT, INC., AMLAND
21 DEVELOPMENT, LLC, and U.S. WEST DEVELOPMENT, INC. filed an Answer to the Complaint
22 on February 24, 2010. On May 24, 2010, CENTRAL PARK, LC, AMLAND DEVELOPMENT,
23 INC., AMLAND DEVELOPMENT, LLC, and U.S. WEST DEVELOPMENT, INC. filed a Third-
24 Party Complaint, naming as Third-Party Defendants CEDCO, INC. and various other subcontractors
25 presumed to have been involved in the original construction of the homes at issue in the litigation.
26 The Third-Party Complaint includes the following causes of action: (1) Negligence; (2) Breach of
27 Express and Implied Warranties; (3) Implied Indemnity; (4) Breach of Contract; (5) Equitable
28 Indemnity; (6) Contribution; (7) Apportionment; (8) Express Indemnity; (9) Declaratory Relief; and

1 (10) Declaratory Relief re: Duty to Defend. CEDCO, INC. filed an Answer to the Third-Party
2 Complaint on July 8, 2010.

3 4. On or about October 27, 2010, Plaintiffs produced a Preliminary Defect List, alleging
4 that the litigant homes suffer from construction deficiencies relating to various components of their
5 residences.

6 5. Third-Party Defendant CEDCO, INC. now moves for summary judgment against ten
7 Plaintiffs whom CEDCO, INC. claims no longer own the homes identified in the Complaint
8 ("Former Owner Plaintiffs"). CEDCO, INC. proposes that, without an ownership interest in the
9 homes, the Former Owner Plaintiffs no longer have standing to pursue claims under NRS 40.600 *et*
10 *seq.*

11 6. Plaintiffs KEFLE EYOB and GIDEY ZERESENAI no longer hold an ownership
12 interest in the residence located at 9134 Aqueduct Street, for which they are asserting claims. Nor
13 have they presented any evidence supporting a claim for past repairs, loss of use, diminished value,
14 or an assignment of any claims.

15 7. Plaintiff EDWARD ALFONSO no longer holds an ownership interest in the
16 residence located at 9140 Aqueduct Street, for which he is asserting claims. Nor has he presented
17 any evidence supporting a claim for past repairs, loss of use, diminished value, or an assignment of
18 any claims.

19 8. Plaintiffs ERNIE A. and LUZ P. BELEN no longer hold an ownership interest in the
20 residence located at 9236 Aqueduct Street, for which they are asserting claims. Nor have they
21 presented any evidence supporting a claim for past repairs, loss of use, diminished value, or an
22 assignment of any claims.

23 9. Plaintiffs DANIEL B. and ELEANOR R. CABAL no longer hold an ownership
24 interest in the residence located at 175 Staten Island Avenue, for which they are asserting claims.
25 Nor have they presented any evidence supporting a claim for past repairs, loss of use, diminished
26 value, or an assignment of any claims.

27 10. Plaintiff DEBORAH NICKLE no longer holds an ownership interest in the residence
28 located at 111 Twin Towers Avenue, for which she is asserting claims. Nor has she presented any

1 evidence supporting a claim for past repairs, loss of use, diminished value, or an assignment of any
2 claims.

3 11. Plaintiffs RYO and KEIKO KOHAMA no longer hold an ownership interest in the
4 residence located at 173 Greenwich Village Avenue, for which they are asserting claims. Nor have
5 they presented any evidence supporting a claim for loss of use, diminished value, or an assignment of
6 any claims. Said Plaintiffs did produce, with Plaintiffs' Opposition to the Motion for Summary
7 Judgment, documents alleged to support a claim for past repair expenses.

8 CONCLUSIONS OF LAW

9 1. Summary judgment is appropriate when the pleadings and other evidence on file
10 shows that "there is no genuine issue as to any material fact and that the moving party is entitled to a
11 judgment as a matter of law." NRCP 56(c). The substantive law controls which factual disputes are
12 material and will preclude summary judgment; other factual disputes are irrelevant. *Wood v.*
13 *Safeway, Inc.*, 121 Nev. 724, 731 121 P.3d 1026 (2005).

14 2. The non-moving party may not rest upon general allegation and conclusions, but must
15 set forth specific facts demonstrating the existence of a genuine issue of material fact. *Wood*, 121
16 Nev. at 731, 121 P.3d at 1030-031. The party opposing a motion for summary judgment must do
17 more than simply show that there is some doubt as to the material facts. *Matushita Elec. Indust. Co.*
18 *v. Zenith Radio Corp.*, 475 U.S. 574, 586, 106 S. Ct. 1348, 1356 (1986). The non-moving party
19 must come forward with specific facts showing that there is a genuine issue for trial. *Id.* at 587, 106
20 S. Ct. 1356. Where the record taken as a whole cannot lead a rational trier of fact to find for the non-
21 moving party, there is no genuine issue for trial. *Id.* at 587, 106 S. Ct. 1356. The non-moving party
22 may not defeat a motion for summary judgment by relying "on the gossamer threads of whimsy,
23 speculation and conjecture." *Wood*, 121 Nev. at 731, 121 P.3d at 1030.

24 3. Only the real party in interest can prosecute an action. NRCP 17(a). The real party in
25 interest is the party who has a significant interest in the claim, as well as a right to enforce it. *See*
26 *Painter v. Anderson*, 96 Nev. 941 (1980), *see also Szilagyi v. Testa*, 673 P.2d 495, 99 Nev. 834
27 (1983).

28 ///

1 4. NRS 40,600 *et seq.* governs claims for constructional defects. The definition of a
2 person who may bring a claim for constructional defects is plain, unambiguous, and expressly
3 defined in NRS 40.610. A "claimant" is "[a]n owner of a residence." NRS 40.610(1). Claimants are
4 limited as to what they can recover. NRS 40.655. Specifically, constructional defect plaintiffs may
5 recover only the following:

- 6 1. The reasonable cost of any repairs already made that were necessary to cure
7 any constructional defect that the contractor failed to cure;
- 8 2. The reasonable cost of any repairs yet to be made that are necessary to cure
9 any constructional defect that the contractor failed to cure;
- 10 3. The reasonable expenses of temporary housing reasonably necessary during
11 the repair;
- 12 4. The loss of the use of all or any part of the residence;
- 13 5. The reasonable value of any other property damaged by the constructional
14 defect;
- 15 6. Reasonable experts' costs and fees; and
- 16 7. Interest, as provided by statute.

17 *Id.* Because they no longer have an ownership interest in the residences at issue, the Former Owner
18 Plaintiffs are no longer "claimants" under Chapter 40, nor do they have a significant interest in a
19 claim for "repairs yet to be made." None of the Former Owner Plaintiffs have provided the Court
20 with evidence of lost use, diminished value, or an assignment of any claims. Without evidence to
21 support these claims, no rational trier of fact could find in favor of any of the Former Owner
22 Plaintiffs for claims of lost use or diminished value. Accordingly, summary judgment is appropriate
23 as to these claims. Additionally, out of the ten Former Owner Plaintiffs, only Plaintiffs RYO and
24 KEIKO KOHAMA have provided the Court with evidence of alleged past repairs, and as a result,
25 their claim is limited to past repairs, as set forth in the documentation presented.

26 ///

27 ///

28 ///

1 5. Furthermore, once the Former Owner Plaintiffs lost or transferred their ownership
2 interests in the residences at issue, the Former Owner Plaintiffs' claims as to future repairs associated
3 with the construction defect allegations were extinguished unless they were assigned at or before the
4 time of transfer. If any such assignments exist, they should have been produced. Because no such
5 assignments have been produced in this litigation with respect to the residences at issue in CEDCO,
6 INC.'s Motion for Summary Judgment, any future claims brought by later owners of the residences
7 at issue do not relate back to the date the Former Owner Plaintiffs issued their Chapter 40 notices.

8 **IT IS ORDERED** that Third-Party Defendant CEDCO INC.'s Motion for Summary
9 Judgment is **GRANTED** as to all claims as to the following Plaintiffs:

No.	Named Plaintiff	Residence Address in Plaintiffs' Complaint
1.	Kefle Eyob	9134 Aqueduct Street
2.	Gidey Zeresanai	9134 Aqueduct Street
3.	Edward Alfonso	9140 Aqueduct Street
4.	Ernie A. Belen	9236 Aqueduct Street
5.	Luz P. Belen	9236 Aqueduct Street
6.	Daniel B. Cabal	173 Greenwich Village Ave.
7.	Eleanor R. Cabal	173 Greenwich Village Ave.
8.	Deborah Nickle	111 Twin Towers Avenue

19 **IT IS FURTHER ORDERED** that Third-Party Defendant CEDCO INC.'s Motion for
20 Summary Judgment is **GRANTED** as to all claims, other than a claim for past repair expenses
21 associated with the documents produced in Opposition to the Motion for Summary Judgment, as to
22 the following Plaintiffs:

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

No.	Named Plaintiff	Residence Address in Plaintiffs' Complaint
9.	Ryo Kohama	173 Greenwich Village Ave.
10.	Keiko Kohama	173 Greenwich Village Ave.

BASED ON AND IN ACCORDANCE WITH THE FOREGOING, IT IS SO ORDERED.

Dated: Dec 1, 2011

Susan H. Johnson
 THE HONORABLE SUSAN H. JOHNSON
 Case No. A-09-605984-D *Cg*

Respectfully submitted,
 THE MARKS LAW GROUP, LLP

Eileen Mulligan Marks
 EILEEN MULLIGAN MARKS, ESQ.
 BAR NO. 005768
 1120 Town Center Drive, Suite 200
 Las Vegas, Nevada 89144
 Attorneys for Third-Party Defendant
 CEDCO, INC.


CLERK OF THE COURT

1 ODM
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3
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DISTRICT COURT

5 CLARK COUNTY, NEVADA
6

7 HIGH NOON AT ARLINGTON RANCH
8 HOMEOWNERS ASSOCIATION, a
9 Nevada non-profit corporation, for itself
10 and for all others similarly situated,

11 Plaintiff,
12

13 Vs.
14

15 D.R. HORTON, INC., a Delaware
16 Corporation; DOE INDIVIDUALS 1-100;
17 ROE BUSINESS or GOVERNMENTAL
18 ENTITIES 1-100, inclusive,

19 Defendants.
20

21 D.R. HORTON, INC.,
22

23 Third-Party Plaintiff,
24

25 Vs.
26

27 ALLARD ENTERPRISES, INC. d/b/a
28 IRON SPECIALISTS; ANSE, INC. d/b/a
NEVADA STATE PLASTERING;
BRANDON, LLC d/b/a SUMMIT
DRYWALL & PAINT, LLC; BRAVO
DRYWALL & PAINT, LLC; BRAVO
UNDERGROUND, INC.; CAMPBELL
CONCRETE OF NEVADA, INC.;
CIRCLE S DEVELOPMENT
CORPORATION d/b/a DECK SYSTEMS;
EFFICIENT ENTERPRISES, LLC, d/b/a
EFFICIENT ELECTRIC; FIRESTOP,
INC.; HARRISON DOOR COMPANY;
INFINITY BUILDING PRODUCTS, LLC;
INFINITY WALL SYSTEMS, LLC;
LUKESTAR CORPORATION;

Case No. 07A542616
Dept. No. XXII

Electronic Filing Case

ORDER DENYING THIRD-
PARTY DEFENDANT
FIRESTOP, INC.'S MOTION TO
DISMISS PLAINTIFF'S
COMPLAINT PURSUANT TO
NRCP 41(e)

1 NATIONAL BUILDERS, INC.; O.P.M.,
2 INC. d/b/a CONSOLIDATED ROOFING;
3 QUALITY WOOD PRODUCTS, LTD.,
4 RCR PLUMBING AND MECHANICAL,
5 INC.; REYBURN LAWN & LANDSCAPE
6 DESIGNERS, INC.; RISING SUN
7 PLUMBING, LLC d/b/a RSP, INC.;
8 SOUTHERN NEVADA CABINETS, INC.;
9 SUNRISE MECHANICAL, INC.;
10 SUNSTATE COMPANIES, INC. d/b/a
11 SUNSTATE LANDSCAPE; THE
12 SYLVANIE COMPANIES, INC. d/b/a
13 DRAKE ASPHALT & CONCRETE;
14 UNITED ELECTRIC, INC. d/b/a UNITED
15 HOME ELECTRIC; WALL DESIGN,
16 INC.; WESTERN SHOWER DOOR, INC.;
17 DOES 1 through 150,

18 **Third-Party Defendants.**

19 **ORDER DENYING THIRD-PARTY DEFENDANT FIRESTOP, INC.'S MOTION TO**
20 **DISMISS PLAINTIFF'S COMPLAINT PURSUANT TO NRCP 41(e)**

21 This matter concerning Third-Party Defendant FIRE STOP, INC.'S Motion to Dismiss
22 Plaintiff's Complaint Pursuant to NRCP 41(e) filed January 21, 2014¹ came on for hearing on the
23 27th day of February 2014 at the hour of 9:00 a.m. before Department XXII of the Eighth Judicial
24 District Court, in and for Clark County, Nevada, with JUDGE SUSAN H. JOHNSON presiding;
25 Plaintiff NIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION appeared by
26 and through its attorney, JOHN J. STANDER, ESQ. of the law firm, ANGIUS & TERRY;
27 Defendant/Third-Party Plaintiff D.R. HORTON, INC. appeared by and through its attorney, JOEL
28 D. ODOU, ESQ. of the law firm, WOOD SMITH HENNING & BERMAN; Third-Party Defendant
FIRESTOP, INC. appeared by and through its attorney, RANDALL D. GUSTAFSON, ESQ. and

¹This motion was joined by Defendant/Third-Party Plaintiff D.R. HORTON, INC. on January 23, 2014 and Third-Party Defendants, notably CIRCLE S. DEVELOPMENT CORP. and SUNSTATE COMPANIES, INC. (both on January 27, 2014), EFFICIENT ENTERPRISES, RISING SUN PLUMBING, LLC and ANSE, INC. (all on January 22, 2014), NATIONAL BUILDERS, INC. (on January 24, 2014), QUALITY WOOD PRODUCTS, LTD., SUMMIT DRYWALL & PAINT, LLC and UNITED ELECTRIC, INC. (all on January 23, 2014).

1 DILLON G. COIL, ESQ. of the law firm, LINCOLN GUSTAFSON & CERCOS; Third-Party
2 Defendant SUMMIT DRYWALL & PAINT, LLC appeared by and through its attorneys, ANDREW
3 CRANER, ESQ. of the law firm, BREMER WHYTE BROWN & O'MEARA, and ADAM R.
4 TRIPPIEDI, ESQ. of the law firm, LUH & ASSOCIATES; Third-Party Defendant UNITED
5 ELECTRIC, INC. appeared by and through its attorney, ANDREW CRANER, ESQ. of the law firm,
6 BREMER WHYTE BROWN & O'MEARA; Third-Party Defendant SUNSTATE COMPANIES,
7 INC. appeared by and through its attorney, KIRK WALKER, ESQ. of the law firm, BAUMAN
8 LOEWE WITT & MAXWELL; Third-Party Defendants SUNRISE MECHANICAL, INC. and
9 EFFICIENT ENTERPRISES, LLC appeared by and through their attorney, AARON M. YOUNG,
10 ESQ. of the law firm, BROWN BONN & FRIEDMAN; Third-Party Defendant RISING SUN
11 PLUMBING, LLC appeared by and through its attorneys, ADAM R. TRIPPIEDI, ESQ. of the law
12 firm, LUH & ASSOCIATES, and ANNALISA N. GRANT, ESQ. of the law firm, LINCOLN
13 GUSTAFSON & CERCOS; QUALITY WOOD PRODUCTS, LTD. appeared by and through its
14 attorneys, ANDREW CRANER, ESQ. of the law firm, BREMER WHYTE BROWN & O'MEARA,
15 and KIRK WALKER, ESQ. of the law firm, BAUMAN LOEWE WITT & MAXWELL; Third-
16 Party Defendant OPM, INC. appeared by and through its attorney, BERNADETTE S. TIONGSON,
17 ESQ.; Third-Party Defendant NATIONAL BUILDERS, INC. appeared by and through its attorney,
18 JENNIFER A. FORNETTI, ESQ. of the law firm, SPRINGEL & FINK; and Third-Party Defendant
19 ANSE, INC. appeared by and through its attorney, ANNALISA N. GRANT, ESQ. of the law firm,
20 LINCOLN GUSTAFSON & CERCOS. Having reviewed the papers and pleadings on file herein
21 and heard oral arguments of the attorneys, this Court makes the following Findings of Fact and
22 Conclusions of Law:
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FINDINGS OF FACT AND PROCEDURAL HISTORY

1
2 1. As this Court has previously set forth, Plaintiff HIGH NOON AT ARLINGTON
3 RANCH HOMEOWNERS ASSOCIATION is non-profit corporation and governing body of a 342-
4 unit triplex townhouse planned development/ common-interest community created pursuant to NRS
5 Chapter 116 and located within Las Vegas, Clark County, Nevada. The community consists of
6 townhouse units, owned by the Association's members, as well as common elements owned by
7 Plaintiff over which the homeowners have easements and enjoyment.
8

9 2. The community was developed, constructed and sold by Defendant/Third-Party
10 Plaintiff D.R. HORTON, INC. in or about 2004 to 2006.²

11 3. The subject property consists of 114 buildings, containing three (3) units, for a total
12 of 342 homes. The instant action involves claims for damages arising out of constructional defects
13 within the common areas, the building envelopes in which Plaintiff has no ownership interest, and
14 within the interiors of 194 units for which Plaintiff has obtained assignments from those homes'
15 owners.³ The alleged constructional defects include, but are not limited to structural, fire safety,
16 waterproofing defects, and deficiencies in the civil engineering/landscaping, roofing, stucco and
17 drainage, architectural, mechanical, plumbing, HVAC, acoustical, electrical, and those relating to the
18 operating of windows and sliding doors.⁴ As a result of the aforementioned constructional defects,
19 HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION filed its lawsuit on
20 June 7, 2007 against D.R. HORTON, INC. on behalf of itself and their homeowner-members. D.R.
21 HORTON, INC., in turn, filed its Third-Party Complaint on September 23, 2011 against the
22 subcontractors who provided both labor and supplies to the project's construction. This case is
23
24
25

26 ²See Complaint filed June 7, 2007, Paragraph 10, p. 3.

27 ³As this Court noted previously in its Order filed February 10, 2011, Defendant D.R. Horton, Inc. claims the
28 assignments actually number 193 and not 194. See Defendants' Opposition to Plaintiff's Motion for Declaratory Relief
Re: Standing Pursuant to Assignment and Pursuant to NRS 116.3102(1)(d) filed October 19, 2010, p. 11; also see
Exhibit 5 to Plaintiff's Motion for Declaratory Relief filed September 30, 2010.

⁴See Complaint filed June 7, 2007, Paragraph 16, p. 4.

1 currently scheduled to be tried on this Court's April 21, 2014 five-week trial stack.⁵

2 4. On January 21, 2014, Third-Party Defendant FIRESTOP, INC. filed its motion
3 seeking dismissal of the Complaint given Plaintiff's failure to bring this matter to trial within five (5)
4 years after the Complaint was filed. In so doing, Third-Party Defendant concedes the litigation was
5 tolled four hundred sixty-four (464) days while issues relating to the standing of the homeowner's
6 association to prosecute its homeowner-member claims were pending before and ultimately decided
7 by the Nevada Supreme Court. Plaintiff HIGH NOON AT ARLINGTON RANCH
8 HOMEOWNERS ASSOCIATION opposes, arguing there were two other periods of stay ordered
9 by this Court, extending the toll of the five (5) year period by another three hundred forty-six (346)
10 days. These stays were requested and ultimately ordered by this Court on August 13, 2007 and July
11 30, 2009, respectively, to allow the parties to complete their obligations under the NRS Chapter 40
12 pre-litigation process.
13
14

15 CONCLUSIONS OF LAW

16 1. Rule 41(e) of the Nevada Rules of Civil Procedure (NRCP), which governs dismissal
17 of actions, provides in pertinent part:

18 *Want of prosecution.* ... Any action heretofore or hereafter commenced shall be
19 dismissed by the court in which the same shall have been commenced or to which it may be
20 transferred on motion of any party, or on the court's own motion, after due notice to the
21 parties, unless the action is brought to trial within 5 years after the plaintiff has filed the
action, except where the parties have stipulated in writing that the time may be extended. ...

22 Quoted by Rickard v. Montgomery Ward & Co., Inc., 120 Nev. 493, 496, 96 P.2d 743, 746 (2004).
23 The purpose of the five-year rule is to compel expeditious determinations of legitimate claims.
24 Baker v. Noback, 112 Nev. 1106, 1110, 922 P.2d 1201, 1203 (1996), *citing C.R. Fedrick, Inc. v.*
25 Nevada Tax Commission, 98 Nev. 387, 389, 649 P.2d 1372, 1374 (1982). "The language of NRCP
26 41(e) is mandatory." Morgan v. Las Vegas Sands, Inc., 118 Nev. 315, 320, 43 P.3d 1036, 1039
27
28

⁵ April 21, 2014 is the fourth trial setting made by this Court.

1 (2002). That is, the district court must dismiss the action if it is not brought to trial within five years
2 after the plaintiff has filed his action, unless the parties agree, *in writing*, to extend the five-year
3 period.

4 2. While the provisions of NRCP 41(e) are defining and absolute, the Nevada Supreme
5 Court has set forth certain exceptions to this rule, and allowed a tolling of this period when there
6 have been court-imposed stays. See Boren v. City of North Las Vegas, 98 Nev. 5, 638 P.2d 404
7 (1982); also see Baker, 112 Nev. 1106, 922 P.2d 1201 (time during which complaint was pending
8 before medical screening panel is excluded from five-year calculation); and Rickard, 120 Nev. 493,
9 98 P.3d 743 (bankruptcy automatic stay tolled five-year prescriptive period). As noted by the high
10 court in Boren, 98 Nev. at 5-6:
11

12 For a court to prohibit the parties from going to trial and then to dismiss their action for
13 failure to bring it to trial is so obviously unfair and unjust as to be unarguable. Appellants
14 agree, but contend that the city as plaintiff had some kind of duty of diligence in seeking
15 vacation of the stay order. The city did move to have the stay order vacated and this was
16 opposed by appellant. We consider this immaterial, however, for we would be hard-pressed
17 to formulate a rule describing the degree of diligence required under such circumstances.
18 Instead we adopt the following rule: **Any period during which the parties are prevented
19 from bringing an action to trial by reason of a stay order shall not be computed to
20 determining the five-year period of Rule 41(e).** (Emphasis added)

21 3. In this case, Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS
22 ASSOCIATION filed its lawsuit on June 7, 2007. It thereafter moved *ex parte* for this Court to stay
23 the Complaint until completion of the NRS 40.600 *et seq.* pre-litigation process. This Court ordered
24 the stay on August 13, 2007,⁶ which precluded the parties from litigating or preparing the matter for
25 trial. The prosecution of this case, in effect, remained dormant until April 14, 2008 when Defendant
26 D.R. HORTON, INC. filed various motions with the Court, some of which chided Plaintiff for not
27 cooperating in the NRS Chapter 40 pre-litigation process.

28 ⁶Unfortunately, the stay was open-ended within the Order; that is, this Court did not impose any end or sunset
provision upon the stay.

1 Subsequently, on July 30, 2009, this Court granted Defendant D.R. HORTON, INC. Motion
2 to Stay Litigation and Vacate Trial, and stayed the matter pending completion of the NRS Chapter
3 40 pre-litigation process. The stay ended November 5, 2009 when this Court approved the Special
4 Master's Case Management Order.

5 Approximately two years later, issues relating to a homeowners' association's standing to
6 represent the individual claims of its owner-members were presented to the Nevada Supreme Court
7 in this, and several other unrelated matters. As particular to this action, the high court stayed the
8 action on October 19, 2011, and such was not lifted until January 25, 2013 when the standing issues
9 were decided.
10

11 4. In light of the holding of Boren, 98 Nev. 5, 638 P.2d 404, and its progeny, this Court
12 concludes the five-year prescriptive period set forth by NRCP 41(e) is tolled eight hundred ten (810)
13 days. Given that tolling, this Court finds the five-year deadline is extended and calculated as
14 follows:
15

16 June 7, 2007 (filing of Complaint) plus five years → June 7, 2012 (original deadline)

17 June 7, 2012 plus 810 days = **August 26, 2014 (extended deadline)**

18 In rendering its decision, this Court appreciates the frustration of Defendant and Third-Party
19 Defendants with this matter not proceeding in an expeditious fashion. There is no doubt some if not
20 most of the blame for the delays rests upon Plaintiff HIGH NOON AT ARLINGTON RANCH
21 HOMEOWNERS ASSOCIATION.⁷ However, as noted in Boren, 98 Nev. at 5-6, 638 P.2d at 404-
22 405, the Nevada Supreme Court was hard-pressed to impose or describe a degree of diligence either
23 of the parties should have exercised in seeking a lift of the stay.⁸ Instead, the high court adopted the
24
25

26
27 ⁷In so stating, this Court shares in some of the blame as it did not include an end or sunset provision in the
28 initial stay of the Complaint while the parties were completing their obligations under the NRS Chapter 40 pre-litigation
process.

⁸In Boren, the court-imposed stay lasted approximately four (4) years.

1 simple rule without exception: "Any period during which the parties are prevented from bringing
2 an action to trial by reason of a stay order shall not be computed to determining the five-year period
3 of Rule 41(e)." This Court, likewise, concludes it is not the forum to dictate a new due diligence
4 standard, or exception to the rule expressed in Boren.

5 Accordingly, based upon the aforementioned Findings of Fact and Conclusions of Law,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** Third-Party Defendant FIRE
7 STOP, INC.'S Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 41(e) filed January 21,
8 2014 is denied.
9

10 DATED this 27th day of February 2014.

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14 SUSAN H. JOHNSON, DISTRICT COURT JUDGE
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SUSAN H. JOHNSON
DISTRICT JUDGE
DEPARTMENT XXII


CLERK OF THE COURT

JMOT
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Las Vegas, Nevada 89128-6652

Attorneys for Defendant/Third-Party Plaintiff, D.R. HORTON, INC.

DISTRICT COURT
CLARK COUNTY, NEVADA

HIGH NOON AT ARLINGTON RANCH
HOMEOWNERS ASSOCIATION, a
Nevada non-profit corporation, for itself
and for all others similarly situated,

Plaintiff,

v.

D.R. HORTON, INC., a Delaware
Corporation DOE INDIVIDUALS 1-100,
ROE BUSINESSES or
GOVERNMENTAL ENTITIES 1-100,
inclusive,

Defendants.

D.R. HORTON, INC.,

Third-Party Plaintiff,

v.

ALENCO WINDOWS, ANSE, INC.
d/b/a NEVADA STATE PLASTERING,
CAMPBELL CONCRETE OF
NEVADA, INC., CAMPBELL
CONCRETE, INC., CIRCLE S
DEVELOPMENT CORPORATION,
CREATIVE TOUCH INTERIORS,

CASE NO.: A542616
DEPT NO.: XXII

(ELECTRONIC FILING CASE)

**D.R. HORTON, INC.'S JOINDER TO
FIRESTOP, INC.'S MOTION TO
DISMISS PLAINTIFF'S COMPLAINT
PURSUANT TO NRCP 41(e)**

DATE: February 27, 2014
TIME: 9:00 a.m.

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6652
TELEPHONE 702 251 4100 • FAX 702 251 5405

1 EFFICIENT ENTERPRISES, INC.
2 d/b/a EFFICIENT ELECTRIC, INC.,
3 DUPONT FLOORING SYSTEMS,
4 EXPRESS BLINDS & SHUTTERS,
5 FIRESTOP, INC., INFINITY BUILDING
6 PRODUCTS, LLC, INTEGRITY WALL
7 SYSTEMS, LLC, K&K DOOR & TRIM,
8 LLC, NATIONAL BUILDERS, INC.,
9 OPM, INC. d/b/a CONSOLIDATED
10 ROOFING, QUALITY WOOD
11 PRODUCTS, LTD, RISING SUN
12 PLUMBING, LLC d/b/a RSP, INC.,
13 SOUTHERN NEVADA CABINETS,
14 INC., SUMMIT DRYWALL & PAINT,
15 LLC, SUNRISE MECHANICAL, INC.,
16 SUNSTATE COMPANIES, INC. d/b/a
17 SUNSTATE LANDSCAPE, UNITED
18 ELECTRIC, INC. d/b/a UNITED HOME
19 ELECTRIC, WALLDESIGN
20 INCORPORATED, DOES 101 through
21 150; and ROE Corporations 101
22 through 150,

Third-Party Defendants.

14 **D.R. HORTON, INC.'S JOINDER TO FIRESTOP, INC.'S MOTION TO DISMISS**
15 **PLAINTIFF'S COMPLAINT PURSUANT TO NRCP 41(e)**

16 COMES NOW, Defendant/Third-Party Plaintiff, D.R. HORTON, INC. ("D.R.
17 Horton") by and through its attorneys, the law firm of WOOD, SMITH, HENNING &
18 BERMAN, LLP, and hereby submits its Joinder to FIRESTOP, INC.'s Motion to
19 Dismiss Plaintiff's Complaint Pursuant to NRCP 41(e).

20 ///

21 ///

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28 ///

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
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This Joinder is based upon the pleadings and papers on file herein, the Exhibits annexed thereto, and any oral argument that may be entertained at the hearing of this matter.

DATED: January 23, 2014

WOOD, SMITH, HENNING & BERMAN, LLP

By: /s/ Joel D. Odou
JOEL D. ODOU
Nevada Bar No. 007468
CHRISTINA M. GILBERTSON
Nevada Bar No. 009707
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Plaintiff, D.R. HORTON, INC.


CLERK OF THE COURT

OPP

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Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

HIGH NOON AT ARLINGTON RANCH
HOMEOWNERS ASSOCIATION, a Nevada
non-profit corporation, for itself and for all
others similarly situated,

Plaintiff

v.

D.R. HORTON, INC. a Delaware Corporation
DOE INDIVIDUALS, 1-100, ROE
BUSINESSES or GOVERNMENTAL
ENTITIES 1-100 inclusive

Defendants.

Case No. A542616
Dept. No. XXII

(ELECTRONIC FILING CASE)

PLAINTIFF'S OPPOSITION TO THIRD-
PARTY DEFENDANT FIRESTOP, INC.'S
MOTION TO DISMISS PLAINTIFF'S
COMPLAINT PURSUANT TO NRCP
41(E)

Date: February 27, 2014
Time: 9:00 a.m.

And Related Third Party Actions, Cross
Claims, and Consolidated Actions.

**PLAINTIFF'S OPPOSITION TO THIRD-PARTY DEFENDANT FIRESTOP, INC.'S
MOTION TO DISMISS PLAINTIFF'S COMPLAINT PURSUANT TO NRCP 41(E)**

COMES NOW Plaintiff HIGH NOON AT ARLINGTON RANCH HOMEOWNERS
ASSOCIATION (hereinafter "HIGH NOON" or "Plaintiff"), a Nevada non-profit mutual
benefit corporation, by and through its attorneys, hereby submits its Opposition to Third-Party
Defendant FIRESTOP, INC.'s (hereinafter "FI") Motion to Dismiss Plaintiff's Complaint

1 Pursuant to NRCP 41(e) (hereinafter "MOTION"). This Opposition is made and based on the
2 following points and authorities attached hereto, and all pleadings and papers on file in this
3 action. This Opposition is based on the facts and arguments presented below, the Affidavit of
4 Rachel B. Saturn, Esq., the exhibits attached thereto, the pleadings on file with the Court,
5 which are hereby incorporated by this reference, and any oral argument that may be heard by
6 the Court at the time of the hearing on this matter.

7
8 Dated: February 7, 2014

ANGIUS & TERRY LLP

9
10 By: 

Paul P. Terry, Jr., SBN 7192
John J. Stander, SBN 9198
Rachel B. Saturn, SBN 8653
Attorneys for Plaintiff

11
12
13
14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. INTRODUCTION**

16 FI's submits a "paper-thin" motion to dismiss pursuant to NRCP 41(e) that consists of
17 25 lines of legal authority and argument, and citation to a single case. *MOTION* at 5:17-6:12.
18 The absence of any real substance to the MOTION is indicative of its inane and puerile
19 nature, especially when contrasted with the extreme remedy requested – dismissal of the
20 entire case. The MOTION conspicuously ignores nearly two-decades of Nevada
21 jurisprudence on the effect, scope and application of NRCP 41. HIGH NOON's Opposition
22 will set forth the applicable legal authorities related to the tolling of the five-year period set
23 forth in NRCP 41. Specifically, Nevada law recognizes tolling of NRCP 41(e) where there is
24 a stay order of district court proceedings, and where the action cannot proceed due to a
25 statutory mandate such as Chapter 40 compliance. The Opposition will also correctly and
26 accurately identify those tolling periods in order to demonstrate to this Court that the current
27 trial date in this action falls within the period allowed by NRCP 41. FI's MOTION
28 miscalculated the NRCP 41(e) expiration date because it only included the stay order by the

1 Nevada Supreme Court while completely ignoring the stay orders issued by this Court –
2 orders which are valid and effectively toll NRCP 41(e).

3 **II. SUMMARY OF FACTS**

4 The critical consideration at issue is upon what date does the five-year period in NRCP
5 41(e) expire when tolling is factored in? FI's suggested date September 14, 2013 is patently
6 incorrect and inaccurate. HIGH NOON filed its original complaint on June 7, 2007, and
7 absent any tolling, the five-year deadline would have run on June 7, 2012, there is no dispute
8 as to these dates. As demonstrated by the legal authorities set forth further below however,
9 NRCP 41(e) was tolled for much longer than the 464 days asserted by FI.

- 10 • On August 13, 2007, this Court issued its Order Granting Plaintiff's Ex Parte Motion
11 to Stay Complaint and Enlarge Time for Service¹. The stay ended when Defendant
12 D.R. Horton appeared in the action, paid its appearance fee and submitted multiple
13 motions with the Court on April 14, 2008². In the interim, the parties engaged in
14 compliance with the Chapter 40 pre-litigation process.

15 ○ **246 DAYS OF TOLLING**

- 16 • FI concedes that this Court, in its Order for Motion to Stay Litigation and Vacate Trial
17 Date, stayed the action pending completion of the Chapter 40 pre-litigation process on
18 July 30, 2009 "until the parties have completed the entirety of the Chapter 40
19 process...."³ The request was made by Defendant D.R. Horton. The stay ended on
20 November 5, 2009 when the Court approved of the Special Master's Initial Case
21 Management Order, thereby allowing the commencement of litigation⁴.

22 ○ **99 DAYS OF TOLLING**

23
24
25
26 ¹ Order Granting Plaintiff's Ex Parte Motion to Stay Complaint and Enlarge Time for Service,
attached as Exhibit A to Affidavit of Rachel B. Saturn.

27 ² Excerpt of Register of Actions, attached as Exhibit B to the Affidavit of Rachel B. Saturn.

28 ³ FI MOTION at 4:12-4:15; Exhibit 1 to FI MOTION, Order for Motion to Stay Litigation
and Vacate Trial Date at 2:1-2:5.

⁴ Special Master's Initial Case Management Order, attached as Exhibit C to Affidavit of
Rachel B. Saturn.

- 1 • FI concedes that the Nevada Supreme Court stayed the action on October 19, 2011 and
2 did not lift the stay until January 25, 2013, at which time the various appeals in this
3 action had been resolved by the Nevada Supreme Court⁵.

4 ○ 465 DAYS OF TOLLING

5 Therefore, by simple arithmetic, NRCP 41(e) was tolled for 810 days due to the three court
6 orders mandating that the action be stayed for either compliance with Chapter 40 or appeal. It
7 follows that the addition of 810 days to June 7, 2012 results in an NRCP 41(e) deadline of
8 August 26, 2014. The trial date is set in this case for April 21, 2014 is well before that
9 deadline and thus FI's MOTION is without merit.

10 **III. LEGAL ARGUMENTS**

11 **A. An Order Staying The Action In Order To Comply With Statutory Pre-**
12 **Litigation Requirements Operates To Toll The Running Of NRCP 41(E)**
Five-Year Deadlines

13 In *Baker v. Noback* the Nevada Supreme Court analyzed NRS Chapter 41A, Actions
14 for Medical or Dental Malpractice, and noted that Chapter 41A "requires that a medical
15 malpractice claim be submitted to a screening panel and a determination made by the panel
16 before a cause of action for medical malpractice may be filed." *Baker v. Noback*, 112 Nev.
17 1106, 1110 (1996) citing NRS 41A.016(1)⁶. The *Baker* court further observed that NRS
18 41A.097(2)(b) tolls the statute of limitations for filing an action in the district court "from the
19 date a claimant files a complaint for review by a screening panel until 30 days after the date
20 the panel notifies the claimant, in writing, of its findings." *Ibid*. Baker concluded that the
21 time during which a medical malpractice complaint is pending before a screening panel may
22 not be included in calculating the five-year mandatory dismissal period under NRCP 41(e).
23 *Id.* at 1111-1112. Significantly, the *Baker* court observed that:

24 The circumstances of this case are analogous to those considered in
25 *Boren v. City of North Las Vegas*, 98 Nev. 5, 638 P.2d 404 (1982).
26 In *Boren*, we adopted a rule providing that the time during
27 which the parties are prevented from bringing an action to

28 ⁵ FI MOTION 5:3-5:12, Exhibits 4 and 5 to FI MOTION, Nevada Supreme Court Orders
Granting Stay.

⁶ Repealed by Acts 2002, Sp. Sess., ch. 3, § 69, effective October 1, 2002.

1 trial by reason of a court-ordered stay shall not be included in
2 determining the five-year period under Rule 41(e). We
3 reasoned that it would be patently unfair to dismiss an action
4 for failure to bring it to trial where a district court's stay order
5 prohibited the parties from going to trial within the five-year
6 period. (Citation) [¶] In the case at bar, the Medical-Legal
7 Screening Panel statute worked to create a similar roadblock
8 interfering with the parties' ability to go to trial. Pursuant to NRS
9 41A.010(1), a cause of action for medical malpractice may not be
10 filed in district court until it has been submitted to and decided by
11 a panel.

12 *Id.* at 1110, emphasis added. Although now repealed, the requirements of NRS 41A.010(1)
13 were substantially similar to the pre-litigation requirements of NRS 40.645 that required
14 certain actions, notices, inspections and mediations be done "before a claimant commences an
15 action or amends a complaint to add a cause of action for a constructional defect against a
16 contractor" NRS 40.645. In other words, NRS 40.645 interferes with a claimant's ability
17 to go to trial until completion of the statutory pre-litigation procedures – similar to NRS
18 41A.010(1).

19 Critically, and pursuant to the holding of *Boren v. City of North Las Vegas*, the three
20 court orders staying the action operate to toll NRCP 41(e), and that is an undisputed fact.
21 Indeed, *Boren v. City of North Las Vegas* specifically stated that: "we adopt the following
22 rule: Any period during which the parties are prevented from bringing an action to trial by
23 reason of a *stay order* shall not be computed in determining the five-year period of Rule
24 41(e)." *Boren v. City of North Las Vegas, supra*, 98 Nev. at 6, italics added. This direct quote
25 from the Nevada Supreme Court leaves no room for interpretation in that it mandates that
26 NRCP 41(e) is tolled for *any period of time* covered by a *stay order*. In light of *Boren's*
27 subsequent approval by the Nevada Supreme Court's decision in *Baker*, it is clear that FI's
28 MOTION is without merit.

29 Indeed, the holdings of *Boren* and *Baker* have been followed in other contexts, and
30 thus are not limited to their express factual circumstances. In *Kopicko v. Young*, 114 Nev.
31 1333 (1998), the Nevada Supreme Court held that a "stay of the malpractice action pending
32 the resolution of the underlying action . . . [was] effective for the purpose of the two- and five-

1 year provisions of NRCP 41(e)." *Id.* at 1337, fn. 3. The salient point from the *Kopicko*
2 decision is that *any court ordered stay* will effectively toll the operation of NRCP 41(e).

3 HIGH NOON anticipates that FI will attempt to argue on reply that *Morgan v. Las*
4 *Vegas Sands*, 118 Nev. 315 (2002) commands a different result. However, the *Morgan*
5 decision has no application here because *it did not involve a stay order by the court* – the
6 critical distinguishing factor. Rather, the case involved the diversion of an action to the
7 court's mandatory arbitration program – no stay was ordered. *Id.* at 319-320. Indeed, even
8 the *Morgan* court recognized the situations justifying tolling of NRCP 41(e) that are
9 applicable in the case at bar: "This court has recognized only two events that toll the NRCP
10 41(e) prescriptive period: the time during which a medical malpractice case is pending before
11 a medical screening panel, and a court-ordered stay of district court proceedings." *Id.* at 320.
12 The time spent during HIGH NOON's compliance with Chapter 40, and the accompanying
13 orders staying the action to comply with Chapter 40, satisfies the two bases for tolling under
14 NRCP 41(e). In sum, it is beyond dispute that there are a total of three court ordered stays in
15 this action accounting for 810 days total, and FI's calculations to the contrary are not
16 supported by Nevada law.

17 **IV. CONCLUSION**

18 For the reasons stated above, Plaintiff respectfully requests this Honorable Court to
19 deny Third-Party Defendant FIRESTOP, INC.'s Motion to Dismiss Plaintiff's Complaint
20 Pursuant to NRCP 41(e).

21
22 Dated: February 7, 2014

ANGIUS & TERRY LLP

23
24 By: 

Paul P. Terry, Jr., SBN 7192

John J. Stander, SBN 9198

Rachel B. Saturn, SBN 8653

Attorneys for Plaintiff
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RACHEL B. SATURN, ESQ., being first duly sworn, deposes and states that:

///

Further, Affiant sayeth not.

NOTARY PUBLIC in and for Clark County,
State of Nevada

EXHIBIT A

EXHIBIT A

ORIGINAL

18

1 **ORD**
2 NANCY QUON, ESQ.
3 Nevada Bar No. 6099
4 JASON W. BRUCE, ESQ.
5 Nevada Bar No. 6916
6 JAMES R. CHRISTENSEN, ESQ.
7 Nevada Bar No. 3861
8 QUON BRUCE CHRISTENSEN LAW FIRM
9 2330 Paseo Del Prado, Suite C101
10 Las Vegas, NV 89102
11 (702) 942-1600
12 *Attorneys for Plaintiff*

FILED

AUG 13 11 43 AM '07

Chad [Signature]
CLERK OF THE COURT

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DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

12 HIGH NOON AT ARLINGTON RANCH)
13 HOMEOWNERS ASSOCIATION, a)
14 Nevada non-profit corporation, for itself)
15 and for all others similarly situated,)
16)
17)
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19)
20)
21)
22)
23)

Plaintiff,

v.

D.R. HORTON, INC., a Delaware
Corporation DOE INDIVIDUALS 1-100,
ROE BUSINESS or GOVERNMENTAL
ENTITIES 1-100, inclusive,

Defendants.

CASE NO.: A542616
DEPT. NO.: XXII

ORDER GRANTING PLAINTIFF'S EX
PARTE MOTION TO STAY
COMPLAINT AND ENLARGE TIME
FOR SERVICE

RECEIVED
AUG 13 2007
The above referenced matter having been considered by this Honorable Court, pursuant to
Plaintiff's Ex Parte Motion to Stay Complaint and Enlarge Time For Service, Plaintiff being
represented by the Quon Bruce Christensen law firm and the Court having considered all
pleadings and papers on file herein, and determining that there was good cause for proceeding

1 and no just reason for delay.

2 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED as follows:

- 3 1. That Plaintiff's Ex Parte Motion to Stay Complaint and Enlarge Time for Service
4 is granted.
- 5 2. That Plaintiff's Complaint is hereby stayed until the completion of the NRS
6 40.600 *et seq.* pre-litigation process.
- 7 3. That based upon good cause shown, Plaintiff's time to serve its summons and
8 complaint on each Defendant is enlarged, pursuant to NRCP 4(i), until
9 30 days after the completion of the pre-litigation process.

10
11 ORDERED THIS 10th day of August, 2007.

12
13 
14 DISTRICT COURT JUDGE

15 Submitted by:


16 
17 NANCY QUON, ESQ.
18 Nevada Bar No. 6099
19 JASON W. BRUCE, ESQ.
20 Nevada Bar No. 6916
21 JAMES R. CHRISTENSEN, ESQ.
22 Nevada Bar No. 3861
23 QUON BRUCE CHRISTENSEN LAW FIRM
24 2330 Paseo Del Prado, Suite C-101
25 Las Vegas, NV 89102
26
27
28

EXHIBIT B

EXHIBIT B

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REGISTER OF ACTIONS

CASE NO. 07A542616

High Noon At Arlington Ranch Homeowner vs D R Horton Inc

Case No. 07A542616

Case Type: Construction Defect
 Subtype: General
 Date Filed: 08/07/2007
 Location: Department 22
 Conversion Case Number: A342616

PARTY INFORMATION

Party	Lead Attorneys
Defendant D R Horton Inc	Joel D. Odor Retained 702-251-4100(W)
Plaintiff High Noon At Arlington Ranch Homeowner	Paul P. Terry, Jr. Retained 702-6902017(W)
Third Party Defendant Allard Enterprises Inc. Doing Business As Iron Specialists	
Third Party Defendant Anse Inc. Doing Business As Nevada State Plastering	
Third Party Defendant Brandon LLC. Doing Business As Summit Drywall & Paint LLC	Charlie H. Luh Retained 702-3678889(W)
Third Party Defendant Bravo Underground Inc	
Third Party Defendant Campbell Concrete Of Nevada Inc	Jeffrey H. Berlin Retained 702-8993889(W)
Third Party Defendant Circle S Development Corp. Doing Business As Deck Systems	Bradley V. Gibbons Retained 702-8040706(W)
Third Party Defendant Efficient Enterprises LLC. Doing Business As Efficient Electric	Theodore Parker III Retained 702-6688000(W)
Third Party Defendant Firestop Inc	Nicholas B. Salerno Retained 702-2571997(W)
Third Party Defendant Harrison Door Company	Shannon G. Rooney Retained 702-2571997(W)
Third Party Defendant Infinity Building Products LLC	
Third Party Defendant Integrity Wall Systems LLC	
Third Party Defendant Lukestar Corp	
Third Party Defendant National Builders Inc	Leonard T. Fink Retained 702-8040706(W)

Third Party Defendant	C P M Inc <i>Doing Business As</i> Consolidated Roofing	Tomas V Mazaika <i>Retained</i> 7023844048(W)
Third Party Defendant	Quality Wood Products Ltd	Peter C. Brown <i>Retained</i> 702-258-6665(W)
Third Party Defendant	RCR Plumbing And Mechanical Inc	
Third Party Defendant	Reyburn Lawn & Landscape Designers Inc	Lee J Grant <i>Retained</i> 702-697-6500(W)
Third Party Defendant	Rising Sun Plumbing LLC <i>Doing Business As</i> RSP Inc	Charlie H. Luh <i>Retained</i> 7023678899(W)
Third Party Defendant	Southern Nevada Cabinets Inc	
Third Party Defendant	Sunrise Mechanical Inc	Kevin A. Brown <i>Retained</i> 7029423800(W)
Third Party Defendant	Sunstate Companies Inc <i>Doing Business As</i> Sunstate Landscape	KIRK WALKER, ESQ <i>Retained</i> 702-482-6300(W)
Third Party Defendant	Sylvanie Companies Inc <i>Doing Business As</i> Drake Asphalt & Concrete	Kenneth E. Goates <i>Retained</i> 7026695200(W)
Third Party Defendant	United Electric Inc <i>Doing Business As</i> United Home Electric	
Third Party Defendant	Walldesign Inc	
Third Party Defendant	Western Shower Door Inc	
Third Party Plaintiff	D R Horton Inc	Joel D. Odou <i>Retained</i> 702-261-4100(W)

EVENTS & ORDERS OF THE COURT	
07/09/2008	DISPOSITIONS
	Summary Judgment (Judicial Officer: Johnson, Susan) Converted Disposition: Entry Date & Time: 07/14/2008 @ 15:54 Description: PARTIAL SUMMARY JUDGMENT Debtor: High Noon At Arlington Ranch Homeowner Creditor: D R Horton Inc Amount Awarded: \$0.00 Attorney Fees: \$0.00 Costs: \$0.00 Interest Amount: \$0.00 Total: \$0.00
02/10/2011	Order (Judicial Officer: Johnson, Susan) Debtors: D R Horton Inc (Defendant) Creditors: High Noon At Arlington Ranch Homeowner (Plaintiff) Judgment: 02/10/2011, Docketed: 02/17/2011 Comment: Granted in Part; Denied in Part
06/07/2007	OTHER EVENTS AND HEARINGS
	Complaint

COMPLAINT FILED Fee \$148.00
07A5426160001.tif pages

06/07/2007 Initial Appearance Fee Disclosure
INITIAL APPEARANCE FEE DISCLOSURE
07A5426160002.tif pages

08/13/2007 Ex Parte
PLAINTIFFS EX PARTE MOTION TO STAY COMPLAINT AND ENLARGE TIME FOR SERVICE
07A5426160003.tif pages

08/13/2007 Order Granting
ORDER GRANTING PLAINTIFFS EX PARTE MOTION TO STAY COMPLAINT AND ENLARGE TIME FOR SERVICE
07A5426160004.tif pages

08/14/2007 Notice of Entry of Order
NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFFS EX PARTE MOTION TO STAY COMPLAINT AND ENLARGE TIME FOR SERVICE
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04/14/2008 Appearance
APPEARANCE
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04/14/2008 Motion
DEFT'S MOTION FOR SUMMARY JUDGMENT /1
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04/14/2008 Motion
D R HORTON INCS MOTION FOR PARTIAL SUMMARY JUDGMENT
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04/14/2008 Initial Appearance Fee Disclosure
INITIAL APPEARANCE FEE DISCLOSURE
07A5426160010.tif pages

04/14/2008 Demand for Jury Trial
DEMAND FOR JURY TRIAL
07A5426160011.tif pages

04/15/2008 Motion
DEFT'S MTN TO COMPEL /02
07A5426160008.tif pages

04/19/2008 Notice
PLAINTIFFS NOTICE OF RELIANCE ON OTHER PARTIES JURY DEMANDS
07A5426160012.tif pages

05/01/2008 Opposition
PLAINTIFFS OPPOSITION TO DR HORTONS MOTION FOR PARTIAL SUMMARY JUDGMENT
07A5426160013.tif pages

05/01/2008 Conversion Case Event Type
ATTACHMENTS/EXHIBITS HAVE BEEN SCANNED AND HARD COPIES HAVE BEEN DESTROYED - PLTFS OPPOSITION TO MTN FOR
PARTIAL SUMMARY JUDGMENT
07A5426160022.tif pages

05/06/2008 Opposition
OPPOSITION TO DR HORTON INCS MOT/JOIN TO COMPEL PLAINTIFF HIGH NOON AT ARLINGTON RANCH HOMEOWNERS
ASSOCIATIONS COMPLIANCE WITH NRS 40.600
07A5426160014.tif pages

05/06/2008 Opposition
OPPOSITION TO D R HORTON INCS MOTION TO COMPEL PLAINTIFF HIGH NOON AT ARLINGTON RANCH HOMEOWNERS
ASSOCIATIONS COMPLIANCE WITH NRS 40.600 ET SEQ
07A5426160015.tif pages

05/13/2008 Receipt of Copy
RECEIPT OF COPY
07A5426160016.tif pages

05/13/2008 Receipt of Copy
RECEIPT OF COPY OF PLTFS CIVIL CONCEPT REPAIR PLAN
07A5426160017.tif pages

05/13/2008 Receipt of Copy
RECEIPT OF COPY OF PLTFS ELECTRICAL PHOTO DISCS
07A5426160018.tif pages

05/14/2008 Affidavit of Publication
AFFIDAVIT OF PUBLICATION
07A5426160019.tif pages

05/19/2008 Reply
REPLY TO PLTFS OPPOSITION TO D R HORTONS MTN FOR PARTIAL SUMMARY JUDGMENT
07A5426160020.tif pages

05/21/2008 Reply
DEFT D R HORTON INCS REPLY TO PLTFS HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATIONS OPPOSITION TO
DEFTS MTN TO COMPEL COMPLIANCE
07A5426160021.tif pages

05/27/2008 Motion for Summary Judgment (8:30 AM) (Judicial Officer Johnson, Susan)
DEFT'S MOTION FOR SUMMARY JUDGMENT /1 Relief Clerk: Carol Donahoo Reporter/Recorder: Norma Ramirez Heard By: Susan Johnson
Parties Present
Minutes
Result: Motion Granted

05/29/2008 Motion to Compel (9:00 AM) (Judicial Officer Johnson, Susan)
DEFT'S MTN TO COMPEL /02 Court Clerk: Michelle Jones Reporter/Recorder: Lara Corcoran Heard By: Susan Johnson
Parties Present
Minutes
Result: Matter Heard

06/17/2008 Reporters Transcript
DEFENDANTS MOTION FOR SUMMARY JUDGMENT AND DEFENDANTS MOTION TO COMPEL
07A5426160023.tif pages

06/17/2008 Reporters Transcript
REPORTER'S TRANSCRIPT OF PROCEEDINGS
07A5426160024.tif pages

07/09/2008 Judgment
PARTIAL SUMMARY JUDGMENT
07A5426160025.tif pages

07/09/2008 Notice of Entry of Order
NOTICE OF ENTRY OF ORDER GRANTING D R HORTONS MOTION FOR PARTIAL SUMMARY JUDGMENT
07A5426160026.tif pages

07/16/2008 Order Denying
ORDER DENYING D R HORTONS MOTION TO COMPEL PLTFS COMPLIANCE WITH NRS 40.600 ET SEQ WITHOUT PREJUDICE
07A5426160027.tif pages

08/13/2008 Notice of Entry of Order
NOTICE OF ENTRY OF ORDER DENYING DR HORTONS MOTION TO COMPEL PLAINTIFFS COMPLIANCE WITH NRS 40 600 ET SEQ WITHOUT PREJUDICE
07A5426160028.tif pages

09/11/2008 Motion
PLTF'S MTN TO CLARIFY/RECONSIDER COURT'S ORDER /3
07A5426160029.tif pages

09/29/2008 Conversion Case Event Type
D R HORTON'S OPPOSITION TO MTN FOR CLARIFICATION & COUNTERMTN/04
07A5426160030.tif pages

10/09/2008 Reply
PLTFS REPLY AND OPPOSITION TO COUNTERMTN
07A5426160031.tif pages

10/13/2008 Reply
DR HORTONS REPLY TO THE ASSOCIATIONS OPPOSITION TO DR HORTONS COUNTERMOTION
07A5426160032.tif pages

10/16/2008 Motion to Clarify (9:00 AM) (Judicial Officer Johnson, Susan)
PLTF'S MTN TO CLARIFY/RECONSIDER COURT'S ORDER /3
Result: Continuance Granted

10/16/2008 Opposition (9:00 AM) (Judicial Officer Johnson, Susan)
D R HORTON'S OPPOSITION TO MTN FOR CLARIFICATION & COUNTERMTN/04
Minutes
Result: Continuance Granted

10/28/2008 Motion
D R HORTON'S MTN TO COMPEL PLTFS COMPLIANCE/5
07A5426160033.tif pages

11/03/2008 Notice
NOTICE OF RESCHEDULED HEARING DATE AND TIME FOR MOTION TO COMPEL PLAINTIFFS COMPLIANCE WITH NRS 40 500 ET SEQ
07A5426160038.tif pages

11/12/2008 Opposition
PLTFS OPPOSITION TO D R HORTONS MTN TO COMPEL PLTFS COMPLIANCE WITH NRS 40.60 ET SEQ
07A5426160036.tif pages

11/25/2008 Motion
ALL PENDING MOTIONS (11/25/08)
07A5426160037.tif pages

11/25/2008 Motion to Clarify (8:30 AM) (Judicial Officer Johnson, Susan)
PLTF'S MTN TO CLARIFY/RECONSIDER COURT'S ORDER /3

11/25/2008 Opposition (8:30 AM) (Judicial Officer Johnson, Susan)
D R HORTON'S OPPOSITION TO MTN FOR CLARIFICATION & COUNTERMTN/04

11/26/2008 All Pending Motions (8:30 AM) (Judicial Officer Johnson, Susan)
ALL PENDING MOTIONS (11/25/08) Court Clerk: Louisa Garcia Relief Clerk: Susan Jovanovich /sj Reporter/Recorder: Jill Jacoby Heard By: Susan Johnson
Parties Present
Minutes
Result: Matter Heard

12/04/2008 Reply
REPLY TO OPPOSITION OF PLTF TO D R HORTON INCS MOTION TO COMPEL COMPLIANCE
07A5426160042.tif pages

12/11/2008 Conversion Case Event Type
STATUS CHECK:REPAIRS
07A5426160041.tif pages

12/11/2008 Motion to Compel (9:00 AM) (Judicial Officer Johnson, Susan)
D R HORTON'S MTN TO COMPEL PLTFS COMPLIANCE/5 Court Clerk: Michelle Jones Reporter/Recorder: Norma Ramirez Heard By: Susan Johnson
Parties Present
Minutes
Result: Motion Granted

12/18/2008 Association of Counsel
ASSOCIATION OF COUNSEL
07A5426160039.tif pages

12/18/2008 Errata
ERRATA TO ASSOCIATION OF COUNSEL
07A5426160040.tif pages

12/19/2008 Reporters Transcript
REPORTER'S TRANSCRIPT RE DR HORTONS MOTION TO COMPEL PLTFS COMPLIANCE
07A5426160046.tif pages

12/22/2008 Order Denying
ORDER DENYING PLAINTIFFS MOTION FOR CLARIFICATION RECONSIDERATION OF ORDER GRANTING DR HORTON INCS MOTION FOR PARTIAL SUMMARY JUDGMENT AND DENYING DR HORTON INCS COUNTER MOTION TO COMPEL PLAINTIFFS COMPLIANCE WITH THE COURT ORDER
07A5426160047.tif pages

12/22/2008 Order
ORDER FOR MOTION TO COMPEL
07A5426160048.tif pages

12/29/2008 Notice of Entry of Order

NOTICE OF ENTRY OF ORDER DENYING PLTFS MTN FOR CLARIFICATION RECONSIDERATION OF ORDER GRANTING D R HORTON INCS MTN FOR PARTIAL SUMMARY JUDGMENT AND DENYING D R HORTON INCS COUNTER MTN TO COMPEL PLTFS COMPLIANCE WITH THE COURT ORDER
07A5426160044.tif pages

12/30/2008 Notice of Entry of Order
NOTICE OF ENTRY OF ORDER FOR MTN TO COMPEL AND APPOINTMENT OF SPECIAL MASTER
07A5426160045.tif pages

01/07/2009 Notice
NOTICE OF SPECIAL MASTER HEARING
07A5426160049.tif pages

01/12/2009 Motion
PLTFS MTN TO WITHDRAW AS COUNSEL /10 (VJ 2/10/09)
07A5426160043.tif pages

01/27/2009 Recommendations
SPECIAL MASTER REPORT AND NOTICE OF SPECIAL MASTER HEARING
07A5426160051.tif pages

01/28/2009 Electronic Service and Filing Order
ELECTRONIC FILING AND SERVICE ORDER
07A5426160052.tif pages

01/29/2009 Status Check (8:00 AM) (Judicial Officer Johnson, Susan)
STATUS CHECK:REPAIRS
Parties Present
Minutes
Result: Continuance Granted

01/30/2009 Notice of Entry of Order
NOTICE OF ENTRY OF ORDER
07A5426160054.tif pages

02/10/2009 Conversion Case Event Type
MINUTE ORDER RE:PLTFS MOTION TO WITHDRAW AS COUNSEL
07A5426160050.tif pages

02/10/2009 Minute Order (3:00 AM) (Judicial Officer Johnson, Susan)
MINUTE ORDER RE:PLTFS MOTION TO WITHDRAW AS COUNSEL Court Clerk: Michelle Jones Heard By: Susan Johnson
Minutes
Result: Matter Heard

02/17/2009 Motion
QUON'S MTN TO WITHDRAW AS COUNSEL /12 (VJ 3/19/09)
07A5426160053.tif pages

02/17/2009 CANCELED Motion to Withdraw as Counsel (8:30 AM) (Judicial Officer Johnson, Susan)
Vacated

02/18/2009 Notice
NOTICE OF RESCHEDULED SPECIAL MASTER HEARING MARCH 30 2009
07A5426160055.tif pages

03/19/2009 Conversion Case Event Type
MINUTE ORDER RE:QUON'S MOTION TO WITHDRAW AS COUNSEL
07A5426160056.tif pages

03/19/2009 Minute Order (3:30 AM) (Judicial Officer Johnson, Susan)
MINUTE ORDER RE:QUON'S MOTION TO WITHDRAW AS COUNSEL Court Clerk: Michelle Jones Heard By: Susan Johnson
Minutes
Result: Matter Heard

03/24/2009 CANCELED Motion to Withdraw as Counsel (8:30 AM) (Judicial Officer Johnson, Susan)
Vacated

03/31/2009 Notice
NOTICE OF SPECIAL MASTER HEARING AUGUST 6 2009
07A5426160057.tif pages

03/31/2009 Order Granting
ORDER ON MOTION TO WITHDRAW AS COUNSEL
07A5426160058.tif pages

03/31/2009 Status Check (8:30 AM) (Judicial Officer Johnson, Susan)
STATUS CHECK:REPAIRS
Parties Present
Minutes
Result: Continuance Granted

04/02/2009 Consent
CONSENT TO SERVICE BY ELECTRONIC MEANS
07A5426160059.tif pages

04/02/2009 Notice of Entry of Order
NOTICE OF ENTRY OF ORDER ON MTN TO WITHDRAW AS COUNSEL
07A5426160060.tif pages

04/02/2009 Recommendations
SPECIAL MASTER RECOMMENDATION AND DISTRICT COURT ORDER AMENDING CASE AGENDA
07A5426160061.tif pages

04/20/2009 Notice
Notice of Security Interest and Request for Special Notice

04/23/2009 Certificate of Mailing
Amended Certificate of Mailing For Notice of Security Interest and Request for Special Notice

06/29/2009 Motion
D.R. Horton, Inc.'s Motion to Stay Litigation and Vacate Trial Date

06/30/2009 Status Check (8:30 AM) ()
STATUS CHECK:REPAIRS
Result: Matter Heard

07/30/2009 Motion to Stay (8:00 AM) (Judicial Officer Johnson, Susan)
D.R. Horton, Inc.'s Motion to Stay Litigation and Vacate Trial Date
Parties Present

07/30/2009 Result: Granted In Part
Status Check (9:00 AM) (Judicial Officer Johnson, Susan)
STATUS CHECK: REPAIRS
Parties Present
Result: Matter Heard

07/30/2009 All Pending Motions (9:00 AM) (Judicial Officer Johnson, Susan)
ALL PENDING MOTIONS (7/30/09)
Parties Present
Minutes
Result: Matter Heard

08/05/2009 Notice of Special Master Hearing
Notice of Rescheduled Special Master Hearing

08/10/2009 Order
Order For Motion To Stay Litigation And Vacate Trial Date

08/10/2009 Notice of Entry of Order
Notice of Entry of Order

09/08/2009 Notice of Special Master Hearing
Notice of Rescheduled Special Master Hearing

09/24/2009 Notice of Special Master Hearing
Notice of Special Master Hearing

09/24/2009 Special Master Order
Special Master Report

11/04/2009 Notice of Special Master Hearing
Notice of Special Master Hearing

11/12/2009 Special Master Recommendation and District Court Order
Special Master Recommendation and District Court Order Amending Case Agenda

11/12/2009 Case Management Order
Case Management Order

11/12/2009 Notice of Entry of Order
Notice of Entry of Order

11/17/2009 Electronic Service and Filing Order

11/18/2009 Substitution of Attorney
Substitution of Attorneys

11/19/2009 Order
Order Rescheduling Trial and Pre-Trial Dates, and Notice of Special Master Hearing

11/20/2009 Motion to Reconsider
Defendant D.R. Horton, Inc.'s Motion for Reconsideration of Special Master Recommendation and District Court Order Amending Case Agenda on Order Shortening Time

12/03/2009 Opposition to Motion
Plaintiff's Opposition to D.R. Horton's Motion for Reconsideration of Special Master Recommendation and District Court Order Amending Case Agenda

12/08/2009 Motion to Reconsider (8:30 AM) (Judicial Officer Johnson, Susan)
Defendant D.R. Horton, Inc.'s Motion for Reconsideration of Special Master Recommendation and District Court Order Amending Case Agenda on Order Shortening Time
Parties Present
Minutes
Result: Granted

12/09/2009 Notice of Compliance
Plaintiff's First Notice of Compliance and Notice of Production of Documents

12/28/2009 Order Granting Motion
Order Granting D.R. Horton, Inc.'s Motion for Reconsideration of Special Master Recommendation and District Court Order

12/28/2009 Notice of Entry of Order
Notice of Entry of Order

02/08/2010 Notice of Special Master Hearing
Notice of Special Master Hearing

04/01/2010 Notice of Association of Counsel

04/13/2010 Notice of Special Master Hearing
Notice of Special Master Hearing

04/13/2010 Special Master Order
Special Master Report to the District Court

05/10/2010 Notice of Change of Address
Notice of Change of Firm Address

06/02/2010 CANCELED Calendar Call (8:30 AM) (Judicial Officer Johnson, Susan)
Vacated - per Judge
VACATED AND RESET (CD SWEEPS)
06/02/2010 Reset by Court to 06/02/2010

06/14/2010 CANCELED Jury Trial (8:30 AM) (Judicial Officer Johnson, Susan)
Vacated - per Judge
VACATE AND RESET (CD SWEEPS)
06/14/2010 Reset by Court to 06/14/2010

07/30/2010 Motion to Dismiss
Defendant D.R. Horton's Motion to Dismiss

08/02/2010 Notice of Special Master Hearing
Notice of Rescheduled Special Master Hearing

08/09/2010 Notice of Special Master Hearing
Notice of Rescheduled Special Master Hearing

08/13/2010 Change of Address
Notice of Change of Address

08/16/2010 Opposition to Motion
Plaintiff High Noon At Arlington Ranch Homeowners Association's Opposition to Defendant D.R. Horton, Inc.'s Motion to Dismiss

09/03/2010 Motion to Disqualify Attorney
Motion to Disqualify Plaintiff's Counsel

09/21/2010 Reply in Support

09/21/2010 *D.R. Horton, Inc.'s Reply In Support Of Its Motion To Dismiss*
Opposition to Motion
 09/22/2010 *Opposition to Motion to Disqualify Angius & Terry LLP as the Attorneys for Plaintiff*
Reply in Support
 09/28/2010 *D.R. Horton, Inc.'s Reply In Support Of Its Motion To Dismiss*
Motion to Dismiss (8:30 AM) (Judicial Officer Johnson, Susan)
D.R. Horton Inc.'s Motion to Dismiss
Parties Present
Minutes
 Result: Denied Without Prejudice
 09/30/2010 **Motion for Declaratory Relief**
Motion for Declaratory Relief Re: Standing Pursuant to Assignment and Pursuant to NRS 116.3102(1)(d)
 10/12/2010 **Reply in Support**
D.R. Horton, Inc.'s Reply In Support Of Motion To Disqualify Counsel
 10/19/2010 **Motion to Disqualify Attorney (8:30 AM) (Judicial Officer Johnson, Susan)**
Defendant's Motion to Disqualify Plaintiff's Counsel
Parties Present
Minutes
 Result: Denied
 10/19/2010 **Opposition to Motion**
D.R. Horton, Inc.'s Opposition To Plaintiff's Motion For Declaratory Relief Re: Standing Pursuant To Assignment And Pursuant To NRS 116.3102 (1)(d)
 10/19/2010 **Certificate of Service**
Certificate of Service of Plaintiff's Motion for Declaratory Relief Re: Standing Pursuant to Assignment and Pursuant to NRS 116.3102(1)(d)
 11/03/2010 **Reply to Opposition**
Plaintiff's Reply to Opposition to Motion for Declaratory Relief re: Standing Pursuant to NRS 116.3102 (1)(d)
 11/10/2010 **Motion for Declaratory Relief (8:30 AM) (Judicial Officer Johnson, Susan)**
Plaintiff's Motion for Declaratory Relief Re: Standing Pursuant to Assignment and Pursuant to NRS 116.3102(1)(d)
Parties Present
Minutes
 Result: Granted in Part
 11/19/2010 **Motion to Compel**
D.R. Horton, Inc.'s Motion To Compel Compliance With NRS Chapter 40 Et Seq
 11/19/2010 **Order**
Order Rescheduling Trial and Pre-Trial Dates, and Notice of Special Master Hearing
 12/03/2010 **Order Denying**
Order Denying Motion to Disqualify Angius & Terry LLP as the Attorneys for Plaintiff
 12/06/2010 **Opposition**
Plaintiff's Opposition to Motion to Compel Compliance with NRS Chapter 40 et seq.
 12/13/2010 **Notice of Entry of Order**
Notice of Entry of Order Denying Motion to Disqualify Angius & Terry LLP as the Attorneys for Plaintiff
 12/15/2010 **Recorder's Transcript of Hearing**
Recorder's Transcript of Hearing Re: Plaintiff's Motion for Declaratory Relief Re: Standing Pursuant to Assignment and Pursuant to NRS 116.3102 (1)(d)
 12/16/2010 **Stipulation and Order**
Stipulation And Order To Continue Hearing Date
 12/17/2010 **CANCELED Evidentiary Hearing (8:30 AM) (Judicial Officer Johnson, Susan)**
Vacated - per Stipulation and Order
 12/17/2010 **Reply in Support**
D.R. Horton Inc.'s Reply In Support Of Its Motion To Compel Compliance With NRS Chapter 40.600 Et Seq
 12/22/2010 **Notice of Entry of Stipulation and Order**
Notice Of Entry Of Stipulation And Order To Continue Hearing Date
 01/20/2011 **Motion to Compel (8:00 AM) (Judicial Officer Johnson, Susan)**
D.R. Horton, Inc.'s Motion To Compel Compliance With NRS Chapter 40 Et Seq
Parties Present
Minutes
 12/17/2010 Continued to 01/18/2011 - At the Request of Counsel - High Noon At Arlington Ranch Homeowners; D R Horton Inc
 01/18/2011 Reset by Court to 01/20/2011
 Result: Denied in Part
 01/25/2011 **Minute Order (4:53 PM) (Judicial Officer Johnson, Susan)**
DECISION RE: PLAINTIFF HIGH NOON AT ARLINGTON HOMEOWNERS ASSOCIATION'S MOTION FOR DECLARATORY RELIEF RE: STANDING (11/10/10)
Minutes
 Result: Granted in Part
 01/27/2011 **Decision (5:21 PM) (Judicial Officer Johnson, Susan)**
RE:DEFENDANT D.R. HORTON INC'S MOTION TO COMPEL COMPLIANCE WITH NRS CHAPTER 40
Minutes
 Result: Granted in Part
 01/31/2011 **Findings of Fact, Conclusions of Law and Order**
Findings of Fact, Conclusions of Law and Order
 02/10/2011 **Order**
 02/22/2011 **Motion**
D.R. Horton, Inc.'s Motion For Reconsideration Of Findings Of Fact, Conclusions Of Law, And Order Dated January 31, 2011
 03/01/2011 **Reporters Transcript**
Reporter's Transcript D. R. Horton, Inc.'s Motion to Compel Compliance with NRS Chapter 40 Et Seq.
 03/01/2011 **Notice of Special Master Hearing**
Notice of Special Master Hearing
 03/01/2011 **Motion**
D.R. Horton, Inc.'s Motion For Reconsideration Of Order Dated February 10, 2011
 03/03/2011 **Special Master Recommendation and District Court Order**
Special Master Recommendation and District Court Order Amending Case Agenda

03/11/2011 **Opposition**
Plaintiff's Opposition to DR Horton, Inc.'s Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order dated January 31, 2011

03/18/2011 **Opposition**
Plaintiff's Opposition to D.R. Horton Inc.'s Motion for Reconsideration of Order dated February 10, 2011

03/22/2011 **Reply in Support**
D.R. Horton, Inc.'s Reply in Support Of Motion For Reconsideration Of Findings Of Fact, Conclusions Of Law And Order Dated January 31, 2011

03/29/2011 **Motion For Reconsideration (8:30 AM)** (Judicial Officer Johnson, Susan)
D.R. Horton, Inc.'s Motion For Reconsideration Of Findings Of Fact, Conclusions Of Law, And Order Dated January 31, 2011
Parties Present
Minutes
 Result: Motion Denied

03/29/2011 **Reply in Support**
D.R. Horton, Inc.'s Reply in Support Of Motion For Reconsideration Of Order Dated February 10, 2011

03/30/2011 **Notice of Special Master Hearing**
Notice of Special Master Hearing

04/05/2011 **Motion to Reconsider (8:30 AM)** (Judicial Officer Johnson, Susan)
D.R. Horton, Inc.'s Motion For Reconsideration Of Order Dated February 10, 2011
Parties Present
Minutes
 Result: Motion Denied

04/08/2011 **Notice of Special Master Hearing**
Notice of Special Master Hearing

04/13/2011 **Recorders Transcript of Hearing**
Recorder's Transcript of Hearing Re: D R Horton, Inc.'s Motion for Reconsideration of Findings of Fact, Conclusions of Law, and Order Dated January 31, 2011

04/13/2011 **Notice of Special Master Hearing**
Notice of Special Master Hearing

04/15/2011 **Motion**
D.R. Horton, Inc.'s Motion To Disqualify Plaintiff's Electrical Expert JN2

05/02/2011 **Opposition**
Plaintiff's Opposition to DR Horton, Inc.'s Motion to Disqualify Plaintiff's Electrical Expert JN2

05/12/2011 **Reply in Support**
D.R. Horton, Inc.'s Reply in Support Of Motion To Disqualify Plaintiff's Electrical Expert JN2

05/18/2011 **Notice of Special Master Hearing**
Notice of Special Master Hearing

06/10/2011 **Motion (9:00 AM)** (Judicial Officer Johnson, Susan)
D.R. Horton, Inc.'s Motion To Disqualify Plaintiff's Electrical Expert JN2
Parties Present
Minutes
 Result: Granted

05/19/2011 **Special Master Recommendation and District Court Order**
Special Master Recommendation and District Court Order Amending Case Agenda

05/19/2011 **Special Master Recommendation and District Court Order**
Special Master Recommendation and District Court Order Amending Case Agenda

05/20/2011 **Notice of Special Master Hearing**
Amended Notice of Special Master Hearing (to reflect July 20 as correct hearing date rather than June 20)

06/16/2011 **Order**
Order Granting D.R. Horton, Inc.'s Motion To Disqualify Plaintiff's Electrical Expert JN2

06/16/2011 **Notice of Entry of Order**
Notice of Entry of Order

06/22/2011 **CANCELED Pretrial/Calendar Call (8:30 AM)** (Judicial Officer Johnson, Susan)
Vacated - per Judge
VACATE AND RESET DURING SWEEPS

07/05/2011 **CANCELED Jury Trial (1:30 PM)** (Judicial Officer Johnson, Susan)
Vacated - per Judge
VACATED AND RESET DURING SWEEPS

07/06/2011 **Designation of Expert Witness**
Plaintiff's Designation of Expert Witness

07/12/2011 **Notice of Compliance**
D.R. Horton, Inc.'s Second Notice Of Compliance

07/22/2011 **Notice of Special Master Hearing**
Notice of Special Master Hearing

07/26/2011 **Special Master Recommendation and District Court Order**
Special Master Recommendation and District Court Order Amending Case Agenda

08/30/2011 **Special Master Order**
Special Master Report

08/30/2011 **Notice of Special Master Hearing**
Notice of Special Master Hearing

09/08/2011 **Motion**
Plaintiff's Motion to Vacate Trial Date on Order Shortening Time

09/22/2011 **Opposition**
D.R. Horton, Inc.'s Partial Opposition To Plaintiff's Motion To Vacate Trial Date On Order Shortening Time

09/23/2011 **Reply**
Plaintiff's Reply To D.R. Horton, Inc.'s Partial Opposition To Plaintiff's Motion To Vacate Trial Date On Order Shortening Time

09/23/2011 **Answer (CD, Complex)**
Answer and Third-Party Complaint

09/29/2011 **Motion to Vacate Trial Date (9:00 AM)** (Judicial Officer Johnson, Susan)
Plaintiff's Motion to Vacate Trial Date on Order Shortening Time
Parties Present
Minutes
 Result: Denied Without Prejudice

10/10/2011 **Recorders Transcript of Hearing**
Recorder's Transcript of Hearing Re: Plaintiff's Motion to Vacate Trial Date on Order Shortening Time (September 29, 2011)

10/12/2011 **Special Master Recommendation and District Court Order**
Special Master Recommendation and District Court Order Amending Case Agenda
 10/12/2011 **Order Denying Motion**
Order Denying Plaintiff's Motion To Vacate The Trial Date And Stay The Action
 10/13/2011 **Notice of Compliance**
D.R. Horton, Inc.'s Third Notice Of Compliance
 10/14/2011 **Notice of Entry of Order**
Notice of Entry of Order
 10/14/2011 **Special Master Order**
Special Master Order
 10/21/2011 **Motion to Dismiss**
Defendant D.R. Horton, Inc.'s Renewed Motion to Dismiss or in the Alternative Strike Plaintiff's Claims that Have Been Brought in Violation of NRCP 16.1(A)(2); Affidavit of Joel D. Odou; and Attached Exhibits
 10/31/2011 **Answer to Third Party Complaint**
Third-Party Defendant Circle S. Development, Inc., dba Deck Systems Nevada's Answer to Defendant/Third-Party Plaintiff D.R. Horton, Inc.'s Third-Party Complaint
 10/31/2011 **Initial Appearance Fee Disclosure**
Third-Party Defendant Circle S. Development, Inc., dba Deck Systems Nevada's Initial Appearance Fee Disclosure
 10/31/2011 **Demand for Jury Trial**
Third-Party Defendant Circle S. Development, Inc., dba Deck Systems Nevada's Demand For Jury Trial
 11/01/2011 **Notice**
D.R. Horton, Inc.'s Notice Of Providing Case Management Order And Current Case Agenda To Third-Party Defendants
 11/04/2011 **Initial Appearance Fee Disclosure**
Third-Party Defendant Rising Sun Plumbing, LLC d/b/a RSP, Inc.'s Initial Appearance Fee Disclosure
 11/04/2011 **Answer to Third Party Complaint**
Third-Party Defendant Rising Sun Plumbing, LLC d/b/a RSP, Inc.'s Answer to D.R. Horton, Inc.'s Third-Party Complaint
 11/04/2011 **Demand for Jury Trial**
Third-Party Defendant Rising Sun Plumbing, LLC d/b/a RSP, Inc.'s Demand for Jury Trial
 11/07/2011 **Opposition**
Plaintiff's Opposition to Defendant D.R. Horton, Inc.'s Renewed Motion to Dismiss or in the Alternative Strike Plaintiff's Claims that have been brought in Violation of NRCP 16.1 (A)(2)
 11/07/2011 **Notice**
D.R. Horton, Inc.'s Notice Of Providing Case Management Order And Current Case Agenda To Third-Party Defendants
 11/08/2011 **Summons**
Summons - Sunstate Companies, Inc. dba Sunstate Landscape
 11/08/2011 **Summons**
Summons - Sunrise Mechanical, Inc.
 11/08/2011 **Summons**
Summons - Southern Nevada Cabinets, Inc.
 11/08/2011 **Summons**
Summons - Rising Sun Plumbing, LLC dba RSP, Inc.
 11/08/2011 **Summons**
Summons - O.P.M., Inc. dba Consolidated Roofing
 11/08/2011 **Summons**
Summons - Quality Wood Products, Ltd.
 11/08/2011 **Summons**
Summons - Infinity Building Products, L.L.C.
 11/08/2011 **Summons**
Summons - Circle S. Development Corporation dba Deck Systems
 11/08/2011 **Summons**
Summons - Bravo Underground, Inc.
 11/08/2011 **Summons**
Summons - Efficient Enterprises, LLC dba Efficient Electric
 11/08/2011 **Summons**
Summons - The Sylvanite Companies, Inc. dba Drake Asphalt & Concrete
 11/08/2011 **Summons**
Summons - Lukester Corporation
 11/08/2011 **Summons**
Summons - Firestop, Inc.
 11/08/2011 **Summons**
Summons - Reyburn Lawn & Landscape Designers, Inc.
 11/08/2011 **Summons**
Summons - Campbell Concrete of Nevada, Inc.
 11/08/2011 **Summons**
Summons - Integrity Wall Systems, L.L.C.
 11/08/2011 **Summons**
Summons - ANSE, Inc. dba Nevada State Plastering
 11/08/2011 **Summons**
Summons - Brandon, LLC dba Summit Drywall & Paint, LLC
 11/08/2011 **Summons**
Summons - Walldesign, Inc.
 11/08/2011 **Summons**
Summons - United Electric, inc. dba United Home Electric
 11/09/2011 **Summons**
Summons - United Electric, INC. dba United Home Electric
 11/09/2011 **Answer (CD, Complex)**
Third-Party Defendant OPM, Inc dba Consolidated Roofing's Answer to Defendant/Third-Party Plaintiff D.R. Horton, Inc.'s Third-Party Complaint
 11/09/2011 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure
 11/09/2011 **Notice of Reliance Upon Demands for Jury Trial**
OPM, Inc. dba Consolidated Roofing's Notice of Reliance on Demands for Jury Trial Filed by Other Parties
 11/10/2011 **Designation of Expert Witness**
Third-Party Defendant Campbell Concrete of Nevada, Inc.'s Designation of Expert Witnesses
 11/10/2011 **Notice**
Third-Party Defendant Campbell Concrete of Nevada, Inc.'s Notice of Objections Pursuant To NRCP 16.1
 11/10/2011 **Request**
Third-Party Defendant Campbell Concrete of Nevada, Inc.'s Request for Visual Inspections

11/10/2011 Answer (CD, Complex)
 Third-Party Defendant Campbell Concrete of Nevada, Inc.'s Answer to Defendant/Third-Party Plaintiff D.R. Horton, Inc.'s Third-Party Complaint
 11/10/2011 Initial Appearance Fee Disclosure
 Third-Party Defendant Campbell Concrete Of Nevada, Inc.'s Initial Appearance Fee Disclosure (NRS Chapter 19)
 11/10/2011 Consent
 Third-Party Defendant Campbell Concrete of Nevada, Inc.'s Consent to Service by Facsimile
 11/10/2011 Notice of Reliance Upon Demands for Jury Trial
 Third-Party Defendant Campbell Concrete of Nevada, Inc.'s Notice of Reliance on Demands for Jury Trial Previously Filed by Other Parties
 11/15/2011 Notice of Special Master Hearing
 Notice of Special Master Hearing
 11/17/2011 Order
 Order Vacating Trial Date
 11/22/2011 CANCELED Motion to Dismiss (8:30 AM) (Judicial Officer Johnson, Susan)
 Vacated - per Judge
 CASE STAYED (REPRESENTATIONS MADE DURING SWEEPS)
 12/01/2011 Affidavit of Service
 D.R. Horton, Inc.'s Affidavit of Service Summons on National Builders, Inc.
 12/02/2011 Answer
 Third Party Defendant Reyburn Lawn and Landscape's Answer to Third Party Complaint
 12/02/2011 Demand for Jury Trial
 Third Party Defendant Reyburn Lawn and Landscape's Demand for Jury Trial
 12/02/2011 Initial Appearance Fee Disclosure
 Third Party Defendant Reyburn Lawn and Landscape's Initial Appearance Fee Disclosure
 12/05/2011 Answer to Third Party Complaint
 Third-Party Defendant, National Builders, Inc.'s Answer To Defendant/Third-Party Plaintiff, D.R. Horton, Inc.'s Third-Party Complaint
 12/05/2011 Initial Appearance Fee Disclosure
 Third-Party Defendant, National Builders, Inc.'s Initial Appearance Fee Disclosure
 12/05/2011 Notice of Reliance Upon Demands for Jury Trial
 Third-Party Defendant, National Builders, Inc.'s Notice Of Reliance Upon Other Parties' Demands For Jury Trial
 12/06/2011 Answer (CD, Complex)
 Firestop, Inc.'s Answer to D.R. Horton, Inc.'s Third-Party Complaint
 12/06/2011 Initial Appearance Fee Disclosure
 Firestop, Inc.'s Initial Appearance Fee Disclosure
 12/06/2011 Demand for Jury Trial
 Firestop, Inc.'s Demand for Jury Trial
 12/07/2011 Notice
 D.R. Horton, Inc.'s Notice Of Providing Case Management Order And Current Case Agenda To Third-Party Defendants
 12/07/2011 Change of Address
 Notice of Change of Address
 12/08/2011 Answer to Third Party Complaint
 Third-Party Defendant Summit Drywall & Paint, LLC's Answer to D.R. Horton, Inc.'s Third-Party Complaint
 12/08/2011 Initial Appearance Fee Disclosure
 Third-Party Defendant Summit Drywall & Paint, LLC's Initial Appearance Fee Disclosure
 12/08/2011 Demand for Jury Trial
 Third-Party Defendant Summit Drywall & Paint, LLC's Demand for Jury Trial
 12/22/2011 Initial Appearance Fee Disclosure
 Initial Appearance Fee Disclosure
 12/22/2011 Answer (CD, Complex)
 Third-Party Defendant Sunrise Mechanical, Inc.'s Answer to Third-Party Complaint of D.R. Horton, Inc.
 12/22/2011 Notice of Reliance Upon Demands for Jury Trial
 Third-Party Defendant Sunrise Mechanical, Inc.'s Notice of Reliance on Other Parties' Demand for Jury Trial
 12/28/2011 Third Party Summons
 Summons - National Builders, Inc.
 01/05/2012 Commissioners Decision on Request for Exemption - Granted
 Commissioner's Decision on Request for Exemption
 02/06/2012 Notice of Change of Address
 Notice of Change of Address
 02/13/2012 Notice of Special Master Hearing
 Notice of Rescheduled Special Master Hearing
 02/21/2012 Notice of Change of Address
 Notice Of Change Of Address Re: Attorneys for Defendant/Third-Party Plaintiff, D.R. Horton, Inc.
 03/21/2012 Arbitration File
 04/04/2012 CANCELED Pretrial/Calendar Call (8:30 AM) (Judicial Officer Johnson, Susan)
 Vacated - per Judge
 (CASE STAYED)
 04/16/2012 CANCELED Jury Trial (1:30 PM) (Judicial Officer Johnson, Susan)
 Vacated - per Judge
 (CASE STAYED)
 04/16/2012 Reset by Court to 04/16/2012
 08/28/2012 Notice of Special Master Hearing
 Notice of Rescheduled Special Master Hearing
 09/04/2012 Association of Counsel
 Notice of Association of Counsel
 01/10/2013 Notice of Special Master Hearing
 Notice of Rescheduled Special Master Hearing
 02/04/2013 Association of Counsel
 Third-Party Defendant Circle S. Development Corp. dba Deck Systems' Notice of Association of Counsel
 02/06/2013 Notice of Withdrawal of Attorney
 Notice of Withdrawal of Attorney
 02/25/2013 Notice of Special Master Hearing
 Notice of Special Master Hearing
 03/13/2013 Statement
 NRCP 7.1 Disclosure Statement
 03/13/2013 Answer to Third Party Complaint
 Third-Party Defendant Sunstate Companies, Inc. dba Sunstate Landscape's Answer to Third-Party Plaintiff DR Horton, Inc.'s Third-Party Complaint

03/13/2013 Initial Appearance Fee Disclosure
Third-Party Defendant Sunstate Companies, Inc. dba Sunstate Landscape's Initial Appearance Fee Disclosure

03/13/2013 Demand for Jury Trial
Third-Party Defendant Sunstate Companies, Inc. dba Sunstate Landscape's Demand for Jury Trial

03/14/2013 Motion for Summary Judgment
Third-Party Defendant Firestop, Inc.'s Motion for Summary Judgment

03/21/2013 Motion to Withdraw As Counsel
Parker Nelson & Associates, Chld.'s Motion to Withdraw as Counsel for Third-Party Defendant Campbell Concrete of Nevada, Inc.

03/21/2013 Initial Appearance Fee Disclosure
Third-Party Defendant Quality Wood Products, LTD's Initial Appearance Fee Disclosure

03/21/2013 Joinder to Motion For Summary Judgment
Third-Party Defendant Quality Wood Products, LTD's Joinder to Firestop, Inc.'s Motion for Summary Judgment

03/21/2013 Notice of Appearance
Third-Party Defendant Quality Wood Products, LTD's Notice of Appearance

03/22/2013 Stipulation and Order
Stipulation and Order to Continue Hearing on Third-Party Defendant Firestop, Inc.'s Motion for Summary Judgment

03/22/2013 Joinder to Motion For Summary Judgment
Third-Party Defendants Rising Sun Plumbing, LLC d/b/a RSP, Inc. and Summit Drywall & Paint, LLC's Joinder to Third-Party Defendant Firestop, Inc.'s Motion for Summary Judgment

03/25/2013 Notice of Entry of Order
Notice of Entry of Order

03/26/2013 Supplemental
Supplement to Parker Nelson & Associates, Chld.'s Motion to Withdraw as Counsel for Third-Party Defendant Campbell Concrete of Nevada, Inc.

04/11/2013 Decision (10:00 AM) (Judicial Officer Johnson, Susan)
DECISION: Parker Nelson & Associates' Motion to Withdraw as Counsel for Third-Party Defendant Campbell Concrete of Nevada, Inc.
Minutes
Result: Minute Order - No Hearing Held

04/18/2013 Notice of Change of Address
Notice of Change of Address

04/19/2013 Motion
Plaintiff's Motion for Determination that the Superior Alternative Procedure to Proceed with Claims Pursuant to NRS 116.3102(1)(d) is As A Representative Action For All Members' Interests with Regard to the Building Envelope Issues, and As A Representative Action of the Assignee's Interests with Regard to the Firewall and Structural Issues

04/19/2013 Opposition to Motion For Summary Judgment
Plaintiff's Opposition to Third-Party Defendant Firestop, Inc.'s Motion for Summary Judgment and Joinders Thereeto

04/22/2013 Opposition
D.R. Horton, Inc.'s Opposition to Firestop, Inc.'s Motion for Summary Judgment and Counter-Motion for Partial Summary Judgment Regarding Firestop's Duty to Defend

04/22/2013 Opposition
D.R. Horton, Inc.'s Opposition to Joinders to Firestop, Inc.'s Motion for Summary Judgment and Counter-Motion for Partial Summary Judgment Regarding Quality Wood Products, Ltd., Summit Drywall & Paint, LLC, and Rising Sun Plumbing, LLC dba RSP, Inc.'s Duty to Defend

04/23/2013 Initial Appearance Fee Disclosure
D.R. Horton, Inc.'s Initial Appearance Fee Disclosure For (1) Counter-Motion for Partial Summary Judgment Regarding Firestop's Duty To Defend; And (2) Counter-Motion For Partial Summary Judgment Regarding Quality Wood Products, Ltd, Summit Drywall & Paint, LLC And Rising Sun Plumbing, LLC D/B/A RSP, Inc.'s Duty To Defend

04/23/2013 Order Granting Motion
Order Granting Parker Nelson & Associates, Chld.'s Motion to Withdraw as Counsel for Third-Party Defendant Campbell Concrete of Nevada, Inc.

04/24/2013 Notice of Entry of Order
Notice of Entry of Order Granting Parker Nelson & Associates, Chld.'s Motion to Withdraw as Counsel for Third-Party Defendant Campbell Concrete of Nevada, Inc.

04/24/2013 Certificate of Service
Certificate of Service of Notice of Entry of Order Granting Parker Nelson & Associates, Chld.'s Motion to Withdraw as Counsel for Third-Party Defendant Campbell Concrete of Nevada, Inc.

04/29/2013 Findings of Fact, Conclusions of Law and Order
Findings of Fact, Conclusions of Law and Order

04/30/2013 CANCELED Motion to Withdraw as Counsel (8:30 AM) (Judicial Officer Johnson, Susan)
Vacated - per Clerk
Parker Nelson & Associates, Chld.'s Motion to Withdraw as Counsel for Third-Party Defendant Campbell Concrete of Nevada, Inc.

05/02/2013 Reply in Support
Third-Party Defendant, Quality Wood Products, LTD.'s Reply in Support of its Joinder to Third-Party Defendant Firestop, Inc.'s Motion for Summary Judgment and its Opposition to D.R. Horton, Inc.'s Counter-Motion for Partial Summary Judgment Regarding Quality Wood Products, LTD.'s Duty to Defend

05/02/2013 Reply
Third-Party Defendant Firestop, Inc.'s Reply to Plaintiff's Opposition to Third Party Defendant Firestop, Inc.'s Motion for Summary Judgment and Joinders Thereeto

05/03/2013 Opposition to Motion
Third-Party Defendant Circle S. Development Corp. dba Deck Systems' Opposition to Plaintiff's Motion for Determination that the Superior Alternative Procedure to Proceed With Claims Pursuant to NRS 116.3102(1)(d) is as a Representative Action For All Members' Interests With Regard to the Building Envelope Issues, and as a Representative Action of the Assignee's Interests With Regard to the Firewall and Structural Issues

05/05/2013 Reply in Support
Third-Party Defendants Rising Sun Plumbing, LLC d/b/a RSP, Inc. and Summit Drywall & Paint, LLC's Reply in Support of Joinder to Firestop, Inc.'s Motion for summary Judgment and Opposition to D.R. Horton's Counter-Motion for Partial Summary Judgment

05/06/2013 Opposition
Third-Party Defendant Firestop, Inc.'s Opposition to Plaintiff's Motion for Determination that the Superior Alternative Procedure to Proceed with Claims Pursuant to NRS 116.3102(1)(d) is as a Representative Action for All Members' Interests with Regard to the Building Envelope Issues, and as a Representative Action of the Assignee's Interests with Regard to the Firewall and Structural Issues

05/06/2013 Reply
Third-Party Defendant Firestop, Inc.'s Reply and Opposition to D.R. Horton, Inc.'s Opposition to Firestop, Inc.'s Motion for Summary Judgment and Counter-Motion for Partial Summary Judgment Regarding Firestop's Duty to Defend

05/06/2013 Affidavit of Service
Affidavit Of Service Subpoena

05/06/2013 Affidavit of Due Diligence
Affidavit Of Due Diligence

05/06/2013 Affidavit of Due Diligence
Affidavit Of Due Diligence

05/06/2013 Affidavit of Due Diligence
 Affidavit Of Due Diligence

05/06/2013 Affidavit of Due Diligence
 Affidavit Of Due Diligence

05/06/2013 Affidavit of Due Diligence
 Affidavit Of Due Diligence

05/06/2013 Affidavit of Due Diligence
 Affidavit Of Due Diligence

05/06/2013 Affidavit of Due Diligence
 Affidavit Of Due Diligence

05/06/2013 Affidavit of Due Diligence
 Affidavit Of Due Diligence

05/06/2013 Affidavit of Due Diligence
 Affidavit Of Due Diligence

05/06/2013 Opposition
 D.R. Horton, Inc.'s Opposition To Plaintiff's Motion For Determination That The Superior Alternative Procedure To Proceed With Claims Pursuant To NRS 116.3102(1)(d) Is As A Representative Action For All Members' Interests With Regard To The Building Envelope Issues, And As A Representative Action Of The Assignee's Interests With Regard To The Firewall And Structural Issues

05/06/2013 Reply to Opposition
 Reply To Quality Wood Products, Ltd.'s Opposition To D.R. Horton, Inc.'s Counter-Motion For Partial Summary Judgment

05/07/2013 Joinder to Opposition to Motion
 Third-Party Defendant OPM, Inc. d/b/a Consolidated Roofing's Joinder to D.R. Horton, Inc.'s Opposition to Plaintiff's Motion for Determination That the Superior Alternative Procedure to Proceed with claims Pursuant to NRS 116.3102(1)(d) Is as a Representative Action for All Members' Interests with Regard to the Building Envelope Issues, and as a Representative Action of the Assignee's Interests with Regard to the Firewall and Structural Issues

05/07/2013 Reply to Opposition
 D.R. Horton, Inc.'s Combined Reply To: 1) Rising Sun Plumbing, LLC d/b/a RSP, Inc., Summit Drywall & Paint, LLC's Reply In Support Of Joinder To Firestop, Inc.'s Motion For Summary Judgment An Opposition To D.R. Horton, Inc.'s Counter-Motion For Partial Summary Judgment - AND- (2) Firestop, Inc.'s Reply And Opposition To D.R. Horton, Inc.'s Opposition To Firestop, Inc.'s Motion For summary Judgment And Counter-Motion For Partial Summary Judgment Regarding Firestop's Duty to Defend

05/07/2013 Joinder to Opposition to Motion
 Third-Party Defendants Rising Sun Plumbing, LLC d/b/a RSP, Inc. and Summit Drywall & Paint, LLC's Joinder to Third-Party Defendant Firestop, Inc.'s Opposition to Plaintiff's Motion for Determination that the Superior Alternative Procedure to Proceed with Claims Pursuant to NRS 116.3102(1)(d) Is as a Representative Action For All Members' Interests with Regard to the Building Envelope Issues, and as a Representative Action of the Assignee's Interests with Regard to the Firewall and Structural Issues

05/08/2013 Addendum
 Addendum To Exhibit "E" Of D.R. Horton, Inc.'s Opposition to Plaintiff's Motion For Determination That The Superior Alternative Procedure To Proceed With Claims Pursuant To NRS 116.3102(1)(d) Is As A Representative Action For All Members' Interests With Regard To The Building Envelope Issues, And As a Representative Action Of The Assignee's Interests With Regard To The Firewall And Structural Issues

05/08/2013 Joinder
 Third-Party Defendant, Firestop, Inc.'s Joinder to Quality Wood Products, Ltd.'s Opposition to D.R. Horton, Inc.'s Counter-Motion for Partial Summary Judgment Regarding Quality Wood Products, Ltd.'s Duty to Defend

05/08/2013 Joinder
 Third-Party Defendant, Firestop, Inc.'s Joinder to Rising Sun Plumbing, LLC dba RSP, Inc. and Summit Drywall & Paint, LLC's Opposition to D.R. Horton's Counter-Motion for Partial Summary Judgment

05/09/2013 Motion for Summary Judgment (9:00 AM) (Judicial Officer Johnson, Susan)
 05/09/2013, 10/10/2013
 Third-Party Defendant Firestop, Inc.'s Motion for Summary Judgment
 04/23/2013 Continued to 05/09/2013 - At the Request of Counsel - Firestop Inc; D R Horton Inc
 08/15/2013 Reset by Court to 10/10/2013

05/09/2013 Joinder (9:00 AM) (Judicial Officer Johnson, Susan)
 05/09/2013, 10/10/2013
 Third-Party Defendant Quality Wood Products, LTD's Joinder to Firestop, Inc.'s Motion for Summary Judgment
 04/23/2013 Reset by Court to 05/09/2013
 08/15/2013 Reset by Court to 10/10/2013

05/09/2013 Joinder (9:00 AM) (Judicial Officer Johnson, Susan)
 05/09/2013, 10/10/2013
 Third-Party Defendants Rising Sun Plumbing, LLC d/b/a RSP, Inc. and Summit Drywall & Paint, LLC's Joinder to Third-Party Defendant Firestop, Inc.'s Motion for Summary Judgment
 08/15/2013 Reset by Court to 10/10/2013

05/09/2013 Opposition and Countermotion (9:00 AM) (Judicial Officer Johnson, Susan)
 05/09/2013, 10/10/2013
 D.R. Horton, Inc.'s Opposition to Firestop, Inc.'s Motion for Summary Judgment and Counter-Motion for Partial Summary Judgment Regarding Firestop's Duty to Defend
 08/15/2013 Reset by Court to 10/10/2013

05/09/2013 Opposition and Countermotion (9:00 AM) (Judicial Officer Johnson, Susan)
 05/09/2013, 10/10/2013
 D.R. Horton, Inc.'s Opposition to Joinders to Firestop, Inc.'s Motion for Summary Judgment and Counter-Motion for Partial Summary Judgment Regarding Quality Wood Products, Ltd., Summit Drywall & Paint, LLC., and Rising Sun Plumbing, LLC dba RSP, Inc.'s Duty to Defend
 08/15/2013 Reset by Court to 10/10/2013

05/09/2013 All Pending Motions (9:00 AM) (Judicial Officer Johnson, Susan)
Parties Present
Minutes
 Result: Continued

05/15/2013 Recorder's Transcript of Hearing
 Recorder's Transcript Motions Hearing May 9, 2013

05/20/2013 Supplemental Points and Authorities
 Third-Party Defendant, Quality Wood Products, LTD.'s Supplemental Points and Authorities in Response to D.R. Horton, Inc.'s Reply to Quality Wood Products, LTD.'s Opposition to D.R. Horton, Inc.'s Counter-Motion for Partial Summary Judgment

05/21/2013 CANCELED Motion (8:30 AM) (Judicial Officer Johnson, Susan)
 Vacated - per Judge
 Plaintiff's Motion for Determination that the Superior Alternative Procedure to Proceed with Claims Pursuant to NRS 116.3102(1)(d) Is As A Representative Action For All Members' Interests with Regard to the Building Envelope Issues, and As A Representative Action of the Assignee's Interests with Regard to the Firewall and Structural Issues

05/24/2013 Notice of Entry of Order

05/28/2013 Notice Of Entry Of Order Granting D.R. Horton, Inc.'s Motion For Limited Relief From Automatic Stay
 Notice of Special Master Hearing
 Notice of Rescheduled Special Master Hearing
 05/28/2013 Reply
 D.R. Horton, Inc.'s Reply To Quality Wood Products, Ltd.'s Supplemental Points And Authorities In Response To D.R. Horton, Inc.'s Reply To
 Quality Wood Products, Ltd.'s Opposition To D.R. Horton, Inc.'s Counter-Motion For Partial Summary Judgment
 05/31/2013 Notice of Change of Address
 Notice of Change of Address
 06/12/2013 Motion for Clarification
 Plaintiff's Motion for Clarification of the Court's May 9, 2013 Order, for an Order Shortening Time, and to Extend Discovery Deadline
 06/17/2013 Opposition to Motion
 D.R. Horton, Inc.'s Opposition To Plaintiff's Motion For Clarification Of The Court's May 9, 2013 Order, For An Order Shortening Time, And To
 Extend Discovery Deadline
 06/19/2013 Joinder to Opposition to Motion
 Third-Party Defendant Firestop, Inc.'s Joinder to DR Horton, Inc.'s Opposition to Plaintiff's Motion for Clarification of the Court's May 9, 2013
 Order, for an Order Shortening Time, and to Extend Discovery Deadline
 06/20/2013 Joinder to Opposition to Motion
 Third-Party Defendants Rising Sun Plumbing, LLC d/b/a RSP, Inc. and Summit Drywall & Paint, LLC's Joinder to D.R. Horton, Inc.'s Opposition to
 Plaintiff's Motion for Clarification of the Court's May 9, 2013 Order, for an Order Shortening Time, and to Extend Discovery Deadline
 06/21/2013 Joinder to Opposition to Motion
 Third-Party Defendant Circle S. Development Corp. dba Deck Systems' Joinder to D.R. Horton, Inc.'s Opposition to Plaintiff's Motion for
 Clarification of the Court's May 9, 2013 Order, For an Order Shortening Time, and to Extend Discovery
 06/21/2013 Reply to Opposition
 Plaintiff's Reply To D.R. Horton, Inc.'s Opposition To Plaintiff's Motion For Clarification Of The Court's May 9, 2013 Order, For An Order
 Shortening Time, And Extend Discovery Deadline And Joinders Thereto
 06/21/2013 Joinder
 Third-Party Defendant National Builders, Inc.'s Joinder to D.R. Horton, Inc.'s Opposition to Plaintiff's Motion for Clarification of the Court's May 9,
 2013 Order for an Order Shortening Time and to Extend Discovery Deadline
 06/25/2013 Motion for Clarification (8:30 AM) (Judicial Officer Johnson, Susan)
 Plaintiff's Motion for Clarification of the Court's May 9, 2013 Order, for an Order Shortening Time, and to Extend Discovery Deadline
 Parties Present
 Minutes
 Result: Granted in Part
 07/01/2013 Notice of Special Master Hearing
 Notice of Rescheduled Special Master Hearing
 07/03/2013 Answer to Third Party Complaint
 Third Party Defendant Efficient Enterprises, LLC dba Efficient Electric's Answer to Third Party Complaint
 07/05/2013 Notice
 Third Party Defendant Efficient Enterprises, LLC dba Efficient Electric's NRCP 7.1 Disclosure Statement
 07/08/2013 Notice of Reliance Upon Demands for Jury Trial
 Third Party Defendant Efficient Enterprises, LLC dba Efficient Electric's Notice of Reliance Upon Demands for Jury Trial Previously Filed by Other
 Parties
 07/08/2013 Initial Appearance Fee Disclosure
 Initial Appearance Fee Disclosure
 07/10/2013 Recorders Transcript of Hearing
 Recorder's Transcript of Hearing Re Plaintiff's Motion for Clarification of the Court's May 9, 2013 Order, For an Order Shortening Time, And to
 extend Discovery Deadline June 25, 2013
 07/10/2013 Association of Counsel
 Third-Party Defendant Efficient Enterprises, LLC dba Efficient Electric's Association of Counsel
 07/11/2013 Notice of Special Master Hearing
 Notice of Special Master Hearing
 07/12/2013 Special Master Order
 Special Master Order Regarding Plaintiff Inspections and Reports to be Submitted to the District Court Regarding Issue of Standing
 07/30/2013 Association of Counsel
 Third-Party Defendant Rising Sun Plumbing, LLC d/b/a RSP, Inc.'s Association of Counsel
 07/30/2013 Notice of Association of Counsel
 Third-Party Defendant Quality Wood Products, Ltd.'s Notice of Association of Counsel
 08/20/2013 Change of Address
 Change of Address
 09/13/2013 Notice
 Notice Of Plaintiff's Matrix Outlining The Defects Alleged And Locations Of The Defects Pursuant To Court Order
 09/17/2013 Errata
 Errata To Notice Of Plaintiff's Matrix Outlining The Defects Alleged And Locations Of The Defects Pursuant To Court Order
 10/10/2013 Hearing (9:00 AM) (Judicial Officer Johnson, Susan)
 HEARING: RULE 23 STANDING

FINANCIAL INFORMATION

Conversion Extended Connection Type No Convert Value @ 07A542618		
Total Financial Assessment		
Total Payments and Credits		274.00
Balance Due as of 09/20/2013		274.00
		0.00
06/07/2007	Transaction Assessment	
08/07/2007	Conversion Payment	264.00
04/14/2008	Conversion Payment	(148.00)
08/04/2008	Conversion Payment	(101.00)
09/03/2008	Conversion Payment	(3.00)
11/17/2009	Transaction Assessment	(12.00)
11/17/2009	Payment (Window)	10.00
	Receipt # 01361751	
	Receipt # 01423954	
	Receipt # 01452035	
	Receipt # 01458735	
	QUON BRUCE CHRISTENSEN PC	
	WOOD SMITH HENNING & BERMAN,LLP	
	CASH ACCOUNT	
	KAREN L IVANOVIC	
	MATT FARNHAM	

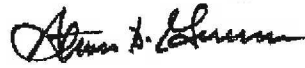
Defendant D R Horton Inc

	Total Financial Assessment			535.00
	Total Payments and Credits			535.00
	Balance Due as of 09/20/2013			0.00
09/23/2011	Transaction Assessment			135.00
09/23/2011	Wiznet	Receipt # 2011-107692-CCCLK	D R Horton Inc	(135.00)
04/23/2013	Transaction Assessment			200.00
04/23/2013	Wiznet	Receipt # 2013-49813-CCCLK	D R Horton Inc	(200.00)
04/23/2013	Transaction Assessment			200.00
04/23/2013	Wiznet	Receipt # 2013-49814-CCCLK	D R Horton Inc	(200.00)
	Third Party Defendant Brandon LLC			
	Total Financial Assessment			473.00
	Total Payments and Credits			473.00
	Balance Due as of 09/20/2013			0.00
12/08/2011	Transaction Assessment			473.00
12/09/2011	Wiznet	Receipt # 2011-140824-CCCLK	Brandon LLC	(473.00)
	Third Party Defendant Campbell Concrete Of Nevada Inc			
	Total Financial Assessment			473.00
	Total Payments and Credits			473.00
	Balance Due as of 09/20/2013			0.00
11/14/2011	Transaction Assessment			473.00
11/14/2011	Wiznet	Receipt # 2011-126823-CCCLK	Campbell Concrete Of Nevada Inc	(473.00)
	Third Party Defendant Circle S Development Corp			
	Total Financial Assessment			473.00
	Total Payments and Credits			473.00
	Balance Due as of 09/20/2013			0.00
10/31/2011	Transaction Assessment			473.00
10/31/2011	Wiznet	Receipt # 2011-123193-CCCLK	Circle S Development Corp	(473.00)
	Third Party Defendant Efficient Enterprises LLC			
	Total Financial Assessment			473.00
	Total Payments and Credits			473.00
	Balance Due as of 09/20/2013			0.00
07/08/2013	Transaction Assessment			473.00
07/08/2013	Wiznet	Receipt # 2013-82046-CCCLK	Efficient Enterprises LLC	(473.00)
	Third Party Defendant Firestop Inc			
	Total Financial Assessment			673.00
	Total Payments and Credits			673.00
	Balance Due as of 09/20/2013			0.00
12/07/2011	Transaction Assessment			473.00
12/07/2011	Wiznet	Receipt # 2011-139371-CCCLK	Firestop Inc	(473.00)
03/15/2013	Transaction Assessment			200.00
03/15/2013	Wiznet	Receipt # 2013-31695-CCCLK	Firestop Inc	(200.00)
	Third Party Defendant National Builders Inc			
	Total Financial Assessment			473.00
	Total Payments and Credits			473.00
	Balance Due as of 09/20/2013			0.00
12/05/2011	Transaction Assessment			473.00
12/05/2011	Wiznet	Receipt # 2011-138612-CCCLK	National Builders Inc	(473.00)
	Third Party Defendant O P M Inc			
	Total Financial Assessment			473.00
	Total Payments and Credits			473.00
	Balance Due as of 09/20/2013			0.00
11/10/2011	Transaction Assessment			473.00
11/10/2011	Wiznet	Receipt # 2011-128181-CCCLK	O P M Inc	(473.00)
	Third Party Defendant Quality Wood Products Ltd			
	Total Financial Assessment			678.50

	Total Payments and Credits			678.50
	Balance Due as of 09/20/2013			0.00
03/21/2013	Transaction Assessment			
03/21/2013	Wiznet	Receipt # 2013-34631-CCCLK	Quality Wood Products Ltd	473.00
03/21/2013	Transaction Assessment			(473.00)
03/21/2013	Wiznet	Receipt # 2013-34641-CCCLK	Quality Wood Products Ltd	200.00
07/30/2013	Transaction Assessment			(200.00)
07/30/2013	Wiznet	Receipt # 2013-92246-CCCLK	Quality Wood Products Ltd	5.50
				(5.50)
	Third Party Defendant Reyburn Lawn & Landscape Designers Inc			
	Total Financial Assessment			473.00
	Total Payments and Credits			473.00
	Balance Due as of 09/20/2013			0.00
12/05/2011	Transaction Assessment			
12/05/2011	Wiznet	Receipt # 2011-138100-CCCLK	Reyburn Lawn & Landscape Designers Inc	473.00
				(473.00)
	Third Party Defendant Rising Sun Plumbing LLC			
	Total Financial Assessment			673.00
	Total Payments and Credits			673.00
	Balance Due as of 09/20/2013			0.00
11/04/2011	Transaction Assessment			
11/04/2011	Wiznet	Receipt # 2011-125475-CCCLK	Rising Sun Plumbing LLC	473.00
03/25/2013	Transaction Assessment			(473.00)
03/25/2013	Wiznet	Receipt # 2013-35544-CCCLK	Rising Sun Plumbing LLC	200.00
				(200.00)
	Third Party Defendant Sunrise Mechanical Inc			
	Total Financial Assessment			473.00
	Total Payments and Credits			473.00
	Balance Due as of 09/20/2013			0.00
12/23/2011	Transaction Assessment			
12/23/2011	Wiznet	Receipt # 2011-146108-CCCLK	Sunrise Mechanical Inc	473.00
				(473.00)
	Third Party Defendant Sunstate Companies Inc			
	Total Financial Assessment			473.00
	Total Payments and Credits			473.00
	Balance Due as of 09/20/2013			0.00
03/14/2013	Transaction Assessment			
03/14/2013	Wiznet	Receipt # 2013-31148-CCCLK	Sunstate Companies Inc	473.00
				(473.00)

EXHIBIT C

EXHIBIT C


CLERK OF THE COURT

CMO
FLOYD A. HALE, ESQ.
Nevada Bar No. 1873
JAMS
2300 W. Sahara, #900
Las Vegas, NV 89102
Ph: (702) 457-5267
Fax: (702) 437-5267
Special Master

DISTRICT COURT
CLARK COUNTY, NEVADA

HIGH NOON AT ARLINGTON RANCH
HOMEOWNERS ASSOCIATION, a Nevada
non-profit corporation, for itself and for all
others similarly situated,

CASE NO.: A542616
DEPT. NO.: XXII

Plaintiffs,

v.

D.R. HORTON, INC., a Delaware Corporation,
DOE INDIVIDUALS 1-100, ROE BUSINESS
OR GOVERNMENTAL ENTITIES 1-100,
inclusive,

Defendants.

CASE MANAGEMENT ORDER

1. GENERAL PURPOSE

1.1 Purpose. This litigation concerns the Plaintiff's allegations of defects involving common areas and 342 condominiums located within triplexes. This construction defect action is deemed complex, in that it shall involve a large number of parties and claims, and trial, if it occurs, is likely to be prolonged. This Case Management Order (the "Order") is entered to reduce the costs of litigation, to assist the parties in resolving their disputes if possible, and if not, to reduce the costs and

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1 difficulties of discovery and trial.

2 1.2 **Code Governs Where Silent.** On any matter as to which this Order is silent, the
3 Nevada Revised Statutes and the Nevada Rules of Court shall be controlling.

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5 **2. APPOINTMENT OF SPECIAL MASTER**

6 2.1 **Scope of Appointment.** Floyd Hale, Esq. is appointed as the Special Master and
7 shall have the power and authority to:

8 1. Review all pleadings, papers or documents filed with the court or served
9 on counsel concerning the action, and coordinate the entry of this Order and any amendments thereto.

10 2. Coordinate and make orders concerning the discovery of any photographs,
11 records, papers, expert reports, or other documents by the parties, including the disclosure of witnesses,
12 and the taking of the deposition of any party.

13 3. Order any inspections on the site of the property by a party and any
14 consultants or experts of a party.

15 4. Order mediation, settlement conferences, or hearings, and order attendance at
16 those conferences or other hearings by counsel, parties and any representative of the insurer of a party.

17 5. Require any attorney representing a party to provide statements of legal
18 and factual issues concerning the cause of action.

19 6. Refer to the presiding judge of the court in which the cause of action is
20 filed any matter requiring assistance from the court.

21 2.2 **Law and Motion.** The Special Master will hear discovery motions under the
22 same meet and confer and notice procedures that apply to the Discovery Commissioner. The form of
23 discovery motions and oppositions may be made in letter form and shall be filed with the Special Master
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1 and properly served on all parties with proper notice. The parties must make an effort to resolve
2 discovery disputes prior to submitting those issues to the Special Master by a personal conference or
3 a telephone conference with adverse counsel. Unless a specific briefing schedule is issued by the Special
4 Master: Opposition briefs are due 10 days after receipt of a Motion; Reply briefs are due 7 days after
5 receipt of the Opposition.
6

7 **2.3 Objections to Special Master Order or Special Master Recommendations.**

8 The parties may submit objections to Special Master Orders or to Special Master
9 Recommendations under the same procedures that apply to the Discovery Commissioner
10 Recommendations, as specified at EDCR 2.34 (f) except that the objections may be served 10 days after
11 the service of the Special Master Order. The inclusion of an executed District Court Order with the
12 Special Master Recommendations when initially served shall be considered an interlocutory Order for
13 10 days and does not effect the time for submitting objections and does not affect the standard for
14 judicial review.
15

16 **2.4 Compensation.** The compensation of the Special Master shall be paid 1/3 by
17 Plaintiff, 1/3 by Defendants, and 1/3 divided pro rata among the remaining parties. If there are no
18 Third-Party Defendants, the compensation of the Special Master shall be paid ½ by the Plaintiff and ½
19 by the Defendants. The Special Master shall have the power to recommend a different allocation,
20 depending upon the actual participation of a party or the nature and purpose of the particular
21 proceedings before the Special Master. Payment shall be made within 45 days of receipt of an invoice
22 for services. A party will be responsible for compensating the Special Master until serving him with a
23 written order removing that party from the litigation. As to discovery disputes, each party shall
24 contribute equally to the compensation of the Special Master, subject to a recommendation for
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1 reallocation of such expense.

2 **3. NEW PARTIES**

3
4 When a party subsequently makes an appearance in the case, the party who sued the
5 subsequently appearing party is responsible for serving a copy of this Order within 10 days after the
6 subsequently appearing party files its first responsive pleading or answer.

7 **4. DOCUMENT DEPOSITORY**

8 The document depository is located and will be managed by Esquire f/k/a Associated Reporters,
9 located at 2300 West Sahara, #770, Las Vegas, Nevada.

10 **5. INTERROGATORIES**

11 All parties of record, other than the Plaintiffs, shall deposit in the depository and serve on all
12 other parties responses to the interrogatories attached hereto as Exhibit "B" within 30 days after the
13 service of this Order. Any party appearing subsequent to the entry of Order shall respond to the
14 interrogatories attached as Exhibit "B" within thirty (30) days of an appearance in this matter.

15 **6. STATEMENT OF INSURANCE**

16 All parties of record except Plaintiffs shall deposit and serve on all other parties responses to
17 the statement of insurance attached hereto as Exhibit "C" within 30 days after service of this Order. It
18 is expressly understood that no party to this action waives any provisions of the N.R.C.P., N.R.S. or any
19 other statutes or case law relating to the admissibility of the information given in response to the
20 questions in Exhibit "C". Parties appearing subsequent to entry of this Order shall respond to Exhibit
21 "C" within thirty (30) days of an appearance in this matter.

22 **7. STATEMENT OF WORK**

23 All parties of record except Plaintiff are required to deposit and serve responses to the Statement
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1 of Work attached hereto as Exhibit "D" within 30 days after service of this Order. Parties appearing
2 subsequent to entry of this Order shall respond to Exhibit "D" within thirty (30) days of an appearance
3 in this matter.

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5 **8. INSURANCE POLICIES**

6 Defendants and all Third Party Defendants are required to deposit within 30 days after service
7 of this Order, copies of any and all certificates of insurance, declaration pages, and insurance policies,
8 referencing insurance coverage obtained for work that is the subject of this lawsuit and any additional
9 insured endorsements naming any party to this action and/or as an additional insured. If a party is
10 unable to do so, either because the certificate(s) and/or endorsement(s) are unavailable or no insurance
11 was obtained, that party shall notify all parties of the inability to comply with this subsection. Any new
12 party appearing in this matter shall comply with this subsection within thirty (30) days of appearing. The
13 documents served and deposited pursuant to this section shall be accompanied by a "Notice of
14 Compliance."
15

16 **9. DOCUMENT PRODUCTION/DEPOSITORY**

17 All parties shall deposit the documents described in Exhibits "E" and "F" attached hereto, as
18 applicable, within 30 days after service of this Order. Parties appearing subsequent to entry of this
19 Order shall deposit documents conforming to Exhibits "E" and "F" within forty-five (45) days of an
20 appearance in this matter.
21

22 a. The documents deposited shall be accompanied by a "Notice of Compliance" which will
23 also be served on all parties concurrent with the deposit of documents.

24 b. The deposit shall also contain an index with a reasonably specific description of the
25 documents deposited, and the documents must be consecutively Bates stamped, identifying the party
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1 making the deposit, and bound in a manner that does not alter or destroy any part of the deposited
2 materials, yet secures the materials in such a way that they can be examined together.

3 c. If photographs are deposited, the parties are instructed to include one (1) set of color
4 prints, accompanied by a front-page photograph index, identifying the photographer, location depicted
5 in the photograph (with reasonable specificity) and the date the photograph was taken.
6

7 d. Any party not depositing all documents in its possession, custody or control, shall, in the
8 Notice of Compliance:

9 (1) identify any documents withheld with sufficient particularity to support a Motion
10 to Compel; and

11 (2) state the basis for refusing to produce the document(s).
12

13 All parties are under a continuing obligation to deposit all non-privileged documents and
14 photographs discovered after the initial production. In the event that a party subsequently discovers
15 documents, that party shall follow the same procedures set forth above. All parties agree to maintain
16 the original documents in their possession and deposit copies. However, if a party wishes to see an
17 original document(s), they shall be allowed to do so upon reasonable notice to counsel. Any plans
18 deposited pursuant to Exhibits "E" or "F" should include any amendments thereto. Any party wishing
19 to copy plans shall order same through custodian of the document depository.
20

21 If it becomes necessary for any party to augment their document deposit, they must
22 similarly augment their Notice of Compliance.

23 Parties who deposit documents which do not conform to this Order will be given 48
24 hours to rectify. Failure to comply and/or rectify will be reported to the Special Master and/or the Court
25 and may result in the imposition of sanctions.
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1 Custodian for the document depository shall notify all parties of any parties' failure to
2 comply with the Notice of Compliance of deposit documents at the expiration of said 48 hour period.

3 Each party will deposit the original, if available, or a copy of every different set of plans
4 in its possession into the depository. Vellums of all plans, if available, will be made available in the
5 document depository by the parties.
6

7 **10. DEFECT IDENTIFICATION/PRELIMINARY COST ESTIMATE**

8 The Plaintiffs shall provide a final list of defects, final repair recommendations, and a final cost
9 of repair estimate no later than scheduled as per the Summary of Case Agenda. Plaintiffs' final cost of
10 repair estimate shall list repairs by line item number that corresponds with the final defect list and shall
11 break down each cost item by labor, material and overhead and profit.
12

13 Plaintiffs' final list of defects shall list every location where such defect was observed and every
14 location which was inspected for such defect. Plaintiffs' final list of defects shall also include any
15 extrapolation which are made based on Plaintiffs' actual findings. Plaintiffs' final list of defects shall
16 be listed by line item number that corresponds with line item numbers in the final repair
17 recommendation and cost of repair. Plaintiffs shall be barred from asserting any claims which are not
18 listed in their final defect list without leave of Special Master upon a showing of good cause.
19

20 Plaintiff's Defect List shall contain a list of construction defects which must include with
21 reasonable specificity some authority for determining that each item is a defect, including, but not
22 limited to:

- 23 a) Citations to construction documents;
24 b) Citations to applicable building codes;
25 c) Citations to manufacturing specifications;
26 d) Citations to industry standards of care;

27 which support each defect allegation.

1 Should mediation prove unsuccessful, Plaintiffs are entitled to conduct additional testing to
2 support the extrapolations set forth in the Defect List ("Extrapolation Support Testing"). All
3 Extrapolation Support Testing shall be paid for exclusively by Plaintiff, with at least 10 days notice to
4 all parties, and shall be completed at least sixty (60) days before the first expert deposition is conducted.
5 The Plaintiff's adjustments to the Cost of Repair Report must be deposited at least thirty (30) days
6 before the first expert deposition is conducted. Should Plaintiffs exercise their right to perform
7 Extrapolation Support Testing, the Defendants and Third-Parties shall be entitled to conduct additional
8 testing to gather evidence to defend against the Extrapolation Support Testing data ("Counter Testing").
9 Counter Testing must be done in compliance with Section 14.
10

11 The Plaintiff may not amend its Defect List based upon the Extrapolation Testing, without leave
12 of the Special Master upon showing of good cause, with appropriate adjustments to the Case Agenda
13 and trial date.
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15 **11. EXPERT REPORTS**

16 Expert reports (which includes the Plaintiff's Defect List and Cost of Repair Report) shall be
17 provided as required by N.R.C.P. 16.1(a)(2). All expert reports must be deposited as required under the
18 Case Agenda. An expert failing to deposit a timely report meeting the requirements of N.R.C.P.
19 16.1(a)(2) is subject to being stricken as a designated expert. An expert may, however, amend a timely
20 report based upon subsequent observations of testing performed by other parties Unless the Case
21 Agenda provides a specific date for an expert designation, the production of an expert report shall
22 constitute a designation of an expert identified as the author of the report. The expert reports of the
23 Defendants and Third-Party Defendants shall include a response to each defect within their scope of
24 work asserted by plaintiff, repair recommendations, if any, and costs of repair, if any, that the party will
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1 present at trial. The party's final cost or repair estimate shall list repairs by line item number that
2 corresponds with the final defect list and shall break down each cost item by labor, material and
3 overhead and profit. No expert is authorized to deposit an untimely expert report, including
4 modifications of previously deposited reports, without seeking leave of the Special Master upon a
5 showing of good cause. Any party may notify the Special Master of the deposit of an untimely expert
6 report which will justify the issuance of a Special Master Order striking that report, without hearing.
7 The striking of the expert report based upon notice of an untimely deposit does not preclude a party
8 from submitting a Motion For Leave to Deposit an Expert Report to the Special Master based upon a
9 showing of "good cause."
10

11 All expert reports shall comply with N.R.C.P. 16.1(a)(2). Unless another date is provided in the
12 Case Agenda, an expert's job file, including any summaries or compilations to be used a trial, must be
13 deposited 7 days after the deadline for that expert's report (which includes the Plaintiff's Defect List
14 and Cost of Repair Report). The job file must contain all the information required to be produced
15 pursuant to N.R.C.P. 16.1(a)(2) unless already deposited with that expert's report.
16

17 **12. NON-PARTY DISCOVERY**

18 Any party shall be allowed to conduct non-party document discovery upon proper notice to all
19 parties, and are required to deposit any documents obtained from such discovery in the document
20 depository within fourteen (14) days of obtaining such discovery.
21

22 **13. REPAIRS**

23 No repairs, except emergency repairs, shall be performed without 5 business days notice to all
24 counsel. Emergency repairs may be performed provided Plaintiffs give as much notice as feasibly
25 possible. Plaintiffs shall supply, in writing to all counsel, the nature of any such emergency and the
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1 repairs performed.

2 **14. NON-INTRUSIVE AND INTRUSIVE INSPECTIONS**

3 Non-intrusive inspections shall occur as scheduled by the Summary of Case Agenda. All parties
4 shall submit proposals for non-intrusive inspections. Thereafter, Plaintiffs shall issue to all parties an
5 agenda and/or calendar of inspections. Plaintiffs shall upon request make the roof(s) available, as well
6 as all exterior aspects of the site which do not need access through a home. All parties and their experts
7 shall be given access to roofs provided they bring the necessary equipment to reach the roofs and can
8 provide proof that each person inspecting the roof is covered by workers compensation and/or other
9 valid insurance in case of injury to the inspector or the roof.
10

11 Without approval of the Special Master, for good cause shown, Plaintiffs shall be precluded
12 from conducting any destructive testing at the project after the period of Plaintiffs' Destructive Testing
13 provided in the Case Agenda has expired. Intrusive testing shall be allowed by Defendants and Third-
14 Party Defendants in accordance with the Summary of Case Agenda and Deadlines. All parties shall
15 submit request forms in accordance with Exhibit "G" to Plaintiffs' counsel with specific locations of
16 testing if desired. Plaintiffs shall issue a specific calendar of destructive testing notice by facsimile to
17 all parties.
18

19 The parties, and their experts, shall be allowed to conduct destructive testing that complies with
20 the foregoing, provided however, the parties must have a licensed general contractor supervise said
21 testing and immediately, or subject to written stipulation of the parties otherwise, after said testing is
22 complete the parties' licensed general contractor shall make all repairs to the tested area to bring said
23 tested area up to the condition it was in prior to the destructive testing.
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1 **15. MEDIATION**

2 A Mediator will be appointed at a later date. Plaintiffs may, at their option, conduct a
3 presentation of defects or expert meetings prior to the first day of mediation. All parties shall appear
4 at all mediations with their liability insurance representative(s), with full policy limits settlement
5 authority, so that meaningful mediations may take place.
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7 All parties shall be fully informed and able to discuss insurance issues, including, but not limited
8 to, policy periods and available limits, additional insured status, and indemnity position. If coverage
9 defenses are being asserted, the individual representative of the party shall personally appear.
10 Telephone communication with counsel, a party or an insurance representative is not sufficient
11 attendance at the mediation unless approved in writing by the Special Master. Applications to attend
12 by telephone communication will only be given upon a showing of good cause and shall not include the
13 mere inconvenience and expense of traveling to Las Vegas, Nevada.
14

15 Other than as specifically provided herein, all matters exchanged or discussed during Mediation
16 or during Pre-Mediation conferences shall be confidential. Discussions conducted during inspections
17 and testing between experts and homeowners shall also be considered confidential. All matters
18 exchanged or discussed at or in connection with mediation are inadmissible pursuant to NRS §§ 48.109
19 & 40.680.
20

21 The compensation of the Mediator shall be paid 1/3 by Plaintiff, 1/3 by Defendants, and 1/3
22 divided pro rata among the remaining parties. If there are no Third-Party Defendants, the compensation
23 of the Mediator shall be paid ½ by the Plaintiff and ½ by the Defendants. The Mediator shall have the
24 power to recommend a different allocation, depending upon the actual participation of a party or the
25 nature and purpose of the particular proceedings before the Mediator. A party will be responsible for
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1 compensating the Mediator until serving him with a written order removing that party from the
2 litigation.

3 **16. DEPOSITION PROCEDURES**

4 Expert depositions shall be scheduled to commence in accordance with the dates set forth in the
5 Case Agenda. Custodial depositions, homeowner depositions and person most knowledgeable
6 depositions may be conducted at anytime, unless the Special Master is requested to schedule those
7 depositions in the Case Agenda.
8

9 The following procedures apply as to the scheduling of "person most knowledgeable"
10 depositions:

- 11 (a) That if a "person most knowledgeable" deposition is scheduled, the party whose witness
12 has been requested may inform other counsel that there is no current employee that
13 meets the "person most knowledgeable" definition, but, if known, a former employee
14 should be identified as the most appropriate witness;
- 15 (b) Counsel for a former employer may assume the duty of producing a former employee
16 as a "person most knowledgeable" without the necessity of a subpoena;
- 17 (c) If counsel for a former employer does not assume the obligation to produce a former
18 employee as a "person most knowledgeable," then the party seeking the deposition may
19 serve a subpoena on that former employee and schedule the deposition without
20 consultation with counsel for the former employer;
- 21 (d) Even though counsel for a former employer may not have sufficient control to facilitate
22 the scheduling of a former employee's deposition without subpoena, counsel for the
23 former employer may still claim a communication privilege as to former employees that
24 held sufficient management level positions to justify that request for privilege. The
25 claim of communication privilege will not be presumed and must be made in writing to
26 all other counsel.
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24 The parties shall use Esquire for all depositions in this matter and the depositions shall be
25 conducted at the court reporter's office. Esquire shall be required to maintain one set of exhibits which
26 shall be available at all depositions that are taken in Las Vegas, Nevada. Esquire has agreed to provide
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1 notice of the deposition schedule and changes. The costs of preparation of the original transcript shall
2 be shared pro rata by the parties actually participating in the deposition by questioning the deponent.
3 Statements of appearances at the beginning of the deposition do not count as participation. Mere
4 objections made by any party during the course of the deposition including joinder to objections made
5 by other parties, shall not count as participation regardless of how frequently objections are made. If
6 multiple parties are represented by the same attorney, then the attorney shall announce at the outset of
7 the deposition which parties counsel is appearing on behalf of at the deposition. Thereafter,
8 participation by counsel shall count as participation by each party for which counsel has announced
9 representation.
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12 Expert deponents may charge a reasonable fee for the time expended in the deposition but may
13 not charge for: preparation time; travel time; or for "minimum billing periods." Each party is
14 responsible to pay the expert for the time that party's counsel questioned the expert. Payment of the
15 expert's fee is due 30 days after a party's counsel receives a billing statement from the court reporting
16 firm.

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18 If a witness that has previously been deposed is scheduled for a continuation of a deposition or
19 an additional deposition, counsel questioning that witness are required to have reviewed the prior
20 deposition transcripts.

21 **17. DEPOSITIONS TO BE TAKEN IN LAS VEGAS, NEVADA**

22 All depositions of parties, including depositions of a party's expert and persons most
23 knowledgeable, shall take place in Las Vegas, Nevada at the Court Reporting firm operating the
24 document depository. All non-party depositions shall take place in Las Vegas, Nevada, unless, after
25 reasonable efforts, the deponent refuses to appear for deposition in Las Vegas, Nevada. If it is necessary
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1 to depose a non-party outside of Las Vegas the following conditions must be met: (a) counsel must be
2 allowed to participate by conference phone at the local, designated court reporting firm or by conference
3 call; (b) seven days before the deposition, all parties must serve the other parties bate-numbered,
4 anticipated deposition exhibits or identify previously deposited anticipated deposition exhibits by bate-
5 number.
6

7 If an out-of-State, non-party witness agrees to travel to Las Vegas for deposition, all parties
8 questioning that witness shall pay the pro-rata reasonable travel expenses for the witness to travel to Las
9 Vegas. At least fifteen days before the deposition, the attorney scheduling the deposition shall provide
10 notice to all parties of the amount of travel expenses to be given to the witness. Any disputes as to the
11 amount of the travel expenses must be submitted, in writing, to the Special Master at least seven days
12 before the deposition is scheduled to commence.
13

14 **18. EFFECT OF THIS ORDER ON SUBSEQUENTLY APPEARING PARTIES**

15 This Order shall be applicable to all subsequently appearing parties.

16 **19. STAY OF DISCOVERY**

17 Depositions of non-parties, of homeowners, and of parties' "persons most knowledgeable" may
18 be taken at any time unless the Special Master is requested to control that discovery scheduling. All
19 discovery not specifically enumerated or allowed in this Case Management Order is stayed and cannot
20 be conducted without leave of Special Master Floyd Hale. The Stay of discovery concludes 120 days
21 before trial unless a specific date is provided in the Case Agenda. Discovery requests may not duplicate
22 Case Management Order discovery requirements.
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24 **20. LIST OF TRIAL WITNESSES**

25 All parties shall be required to deposit a list of the names and addresses of all trial witnesses,
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1 including experts, to be called at trial, 90 days before trial. This provisions specifically supercedes the
2 deadline for providing that information pursuant to E.D.C.R. 2.67(a).

3 **21. ELECTRONIC FILING AND SERVICE**

4 The parties to this matter stipulate to allow this case to be part of the Clark County District
5 Court Electronic Filing Program. Parties appearing subsequent to entry of this Order shall have two (2)
6 weeks (after making their initial appearance) to object to said stipulation and to request a District Court
7 Hearing, with notice of said objection circulated to all parties.
8

9 **22. NOTICE**

10 Any Notice of less than 5 business days must be faxed to all counsel in addition to electronic
11 filing.
12

13 **23. CASE AGENDA**

14 The Court adopts and approves the Case Agenda attached hereto as Exhibit "A."

15 **IT IS SO RECOMMENDED**

16 11/4/09

17 DATED

FLOYD A. HALE
FLOYD A. HALE, Special Master
Nevada Bar No. 1873

18 **IT IS SO ORDERED**

19 Nov. 5, 2009

20 DATED

HONORABLE SUSAN JOHNSON
HONORABLE SUSAN JOHNSON
DISTRICT COURT JUDGE, DEPT. XXII
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1 **HIGH NOON AT ARLINGTON v. D.R. HORTON CASE AGENDA**

2 **Case No. A542616**

3 **(Pursuant to November 3, 2009, Special Master Hearing)**

4 11/3/09 Special Master Hearing at JAMS, 2300 West Sahara, #900, Las Vegas
5 3:30 p.m.

6 11/20/09 D.R. Horton to provide proposed schedule for two weeks of repairs commencing
7 December 7, 2009

8 12/18/09 D.R. Horton to provide proposed schedule for repairs to be conducted January
9 11-22, 2010

10 1/11/10 and every D.R. Horton to provide an update of repairs to be performed during the
11 week after until week commencing 7 days after the notice
12 repairs are completed

13 2/8/10 Special Master Hearing at JAMS, 2300 West Sahara, #900, Las Vegas
14 11:00 a.m.

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26 **EXHIBIT "A"**
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EXHIBIT "B"
SPECIAL INTERROGATORIES
DEFINITIONS

The term "POLICY OF INSURANCE" refers to any agreement under which any insurance carrier may be liable to satisfy, in whole or in part, a judgment that may be entered in the action, or to indemnify or reimburse for payments made to satisfy the judgment.

The term "DAMAGES" shall mean any actual or alleged weakness, fault, flaw, blemish, incomplete work, leak or condition causing any form of water infiltration or any construction condition indicating a failure to comply with the applicable plans or specifications or a failure to comply with any applicable building codes, construction requirements or applicable standards in the construction industry.

The term "SUBJECT PROJECT/SUBJECT PROPERTY" means the real property, including any structure, buildings, fixtures and appurtenances relating thereto, referred to in the complaint on file herein, in the County of Clark, State of Nevada.

The terms "YOU" and "YOURS" mean the responding party or your respective client and includes each person and/or entity action on its behalf, including, but not limited to, all directors, officers, and agents of the responding party.

INTERROGATORY NO. 1: Are you a corporation? If so, state:

- (a) The name stated in the current articles of incorporation;
- (b) All other names used by the corporation during the past ten (10) years and the dates each was used;
- (c) The date and place of incorporation;
- (d) The address of the principal place of business;
- (e) Whether you are qualified to do business in Nevada.

- 1 (f) The current status of the corporation.

2 **INTERROGATORY NO. 2:** Are you a partnership? If so, state:

- 3 (a) The current partnership name;
- 4
- 5 (b) All other names used by the partnership during the past ten (10) years and the dates each
- 6 was used;
- 7 (c) Whether you are a limited partnership and, if so, under the laws of what jurisdiction;
- 8 (d) The name and address of each general partner;
- 9 (e) The address of the principal place of business;
- 10 (f) The current status of the partnership.
- 11

12 **INTERROGATORY NO. 3:** Are you a joint venture? Is so, state:

- 13 (a) The current joint venture name;
- 14 (b) All other names used by the unincorporated association during the past ten (10) years
- 15 and the date each was used;
- 16 (c) The name and address of each joint venturer;
- 17 (d) The address of the principal place of business;
- 18 (e) The current status of the joint venture.
- 19

20 **INTERROGATORY NO. 4:** Are you an unincorporated association? If so, state:

- 21 (a) The current unincorporated association name;
- 22 (b) All other names used by the incorporation association during the past ten (10) years and
- 23 the dates each was used;
- 24 (c) The address of the principal place of business;
- 25 (d) The current status of the unincorporated association.
- 26

27 **INTERROGATORY NO. 5:** Have you done business under a fictitious name during the past ten (10)

1 years? If so, for each fictitious name state:

- 2 (a) The name;
- 3 (b) The dates each was used;
- 4 (c) The state and county of each fictitious name filing;
- 5 (d) The address of the principal place of business.

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7 **INTERROGATORY NO. 6:** Within the past five (5) years has any public entity registered or licensed
8 your business? If so, for each license or registration:

- 9 (a) Identify the license or registration;
- 10 (b) State the name of the public entity;
- 11 (c) State the dates of issuance and expiration.

12
13 **INTERROGATORY NO. 7:** Was there in effect any policy of insurance to which you were or might
14 be insured in any manner (for example: primary, pro rata, or excess liability coverage) from the year
15 2003 to present for the damages, claims or actions that are the subject of this action? If so, please
16 identify each policy number and state the kind of coverage.

17 **INTERROGATORY NO. 8:** If your answer to Interrogatory No. 7 is in the affirmative, for each
18 policy state the name, address and telephone number of the insurance company.

19
20 **INTERROGATORY NO. 9:** If your answer to Interrogatory No. 7 is in the affirmative, for each
21 policy please state the name, address and telephone number of each named insured and each additional
22 insured.

23 **INTERROGATORY NO. 10:** If your answer to Interrogatory No. 7 is in the affirmative, for each
24 policy please state whether additional insured endorsements (including blanket additional insured
25 endorsements and/or additional insured by contract endorsements) naming any party to this action as
26 an additional insured exist.
27

1 **INTERROGATORY NO. 11:** If your answer to Interrogatory No. 7 is in the affirmative, for each
2 policy state the nature and limits of coverage for each type of coverage contained in the policy.

3 **INTERROGATORY NO. 12:** If your answer to Interrogatory No. 7 is in the affirmative, for each
4 policy state whether any reservation of rights or controversies or coverage dispute exists between you
5 and the insurance company.
6

7 **INTERROGATORY NO. 13:** If your answer to Interrogatory No. 7 is in the affirmative, for each
8 policy state the name, address and telephone number of the custodian of the policy.

9 **INTERROGATORY NO. 14:** Have any payments by, or on behalf of any insurance company been
10 made on any claims under any of the insurance policies listed in response to Interrogatory No. 7 above?
11 If so, state the policy and the total aggregate reduction for all claims on the policy.
12

13 **INTERROGATORY NO. 15:** For all policies identified in response to Interrogatory No. 14, please
14 list the policy and the amount of remaining coverage.

15 **INTERROGATORY NO. 16:** Are you self-insured under any statute for the damages, claims or
16 actions that have arisen out of the damages at the PROJECT? If so, please specify the statute.

17 **INTERROGATORY NO. 17:** Please describe the nature and scope of services rendered by you at
18 the SUBJECT PROPERTY.
19

20 **INTERROGATORY NO. 18:** Please specifically state on what part of the SUBJECT PROPERTY
21 you performed any labor or services.

22 **INTERROGATORY NO. 19:** Please state all materials you supplied for the construction of the
23 SUBJECT PROPERTY.

24 **INTERROGATORY NO. 20:** Please identify, by name, address and telephone number, any
25 individuals who are most knowledgeable and qualified to testify on behalf of you as to bidding,
26 negotiations and signing of any contracts pertaining to the work performed or materials supplied by you
27

1 for the SUBJECT PROPERTY.

2 **INTERROGATORY NO. 21:** Please identify contracts between yourself and the project owners,
3 developers, design professionals, general contractor and subcontractors.
4

5 **INTERROGATORY NO. 22:** Please state the name and last known address of each person who acted
6 in the capacity of your job foreman and/or superintendent with regard to the work performed or material
7 supplied by you for the SUBJECT PROPERTY.

8 **INTERROGATORY NO. 23:** State if any of the work or the services rendered by you at the
9 SUBJECT PROPERTY were subcontracted to any person(s) or entities.
10

11 **INTERROGATORY NO. 24:** If your answer to the above Interrogatory is in the affirmative, please
12 identify by name, address and telephone number, each person(s) or entities to whom the work was
13 subcontracted.

14 **INTERROGATORY NO. 25:** If your answer to Interrogatory No. 23 is in the affirmative, please state
15 in sufficient detail the type of work or service rendered by the party identified in your response to
16 Interrogatory No. 23.

17 **INTERROGATORY NO. 26:** Identify by name, address and telephone number the individual who
18 is most knowledgeable regarding the work performed by you on the subject property.
19

20 **INTERROGATORY NO. 27:** Identify by name, address and telephone numbers the individual who
21 is most knowledgeable regarding any repairs performed by you on the subject property.

22 **INTERROGATORY NO. 28:** State the name, address and telephone number and relationship to you
23 of each person who prepared or assisted in the preparation of the responses to these Interrogatories.
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1 EXHIBIT "C"

2 INSURANCE QUESTIONNAIRE

3 (If more than one carrier, answer for each potential carrier)

4 1. Name of Party: _____

6
7 2. Name of Trial Attorney: _____

8
9 3. Name of Insurance Carrier(s): _____

10
11 4. Type of coverage: _____ Excess _____ Primary.

12
13 5. Policy No(s): _____

14
15
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17 Policy Limits: _____

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22 Policy Period(s): _____

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25 6. Is the carrier defending with or without (circle one) a reservation of rights?

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27 7. Has coverage been denied? _____

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8. Has coverage been revoked? _____

9. Date coverage was denied or revoked: _____

List all additional insureds under the policy: _____

10. Indicate whether the policy includes a blanket additional insured endorsement and/or an additional insured by contract endorsement naming any party to this action as an additional insured.

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EXHIBIT "D"

STATEMENT OF WORK

Name of Party: _____

Name of Trial Attorney: _____

Description of work performed: _____

Location of work performed (by suite or building area): _____

Inclusive dates between which work was performed: _____

Identity of person or entity with whom you contracted to perform the above-described work: _____

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Did you supply materials? ☐ Yes ☐ No

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If you supplied materials, describe the materials you provided:

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If you supplied materials, identify the person or entity from whom you purchased the materials:

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Name:

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Address:

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Telephone No.:

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Did you subcontract any of the work that was to be performed by you to another person or entity:

18

☐ Yes ☐ No

19

20

If you did subcontract any of your work to another, identify the person or entity to whom you subcontracted:

21

22

Name:

23

24

Address:

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Telephone No.:

If you did subcontract any of your work to another, was that subcontracting in writing:

	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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EXHIBIT "E"

DESCRIPTION OF DOCUMENTS TO BE DEPOSITED

1. Any and all discoverable disclosures as required by N.R.C.P. 16.1, including contracts, agreements, job files, plans, specifications, notes, memoranda, advertisements, correspondence, photographs, diagrams, calculations, invoices, purchase orders, job diaries, receipts, accounting records, writings, all plans, and amendments, City and/or County Inspector punch lists and sign-off sheets and/or any other documents referring to and/or concerning the design, construction and/or repair of property that is the subject property of this litigation.
2. With the exception of the Plaintiff, any and all insurance policies, including declaration sheets, insurance certificates, and all additional insured endorsements, including blanket additional insured endorsements and/or additional insured by contract endorsements, naming any party to this action as an additional insured which may potentially provide insurance coverage for any claim asserted against any party in this lawsuit regardless of whether coverage has been asserted to be inapplicable or denied by any insurance company.
3. Any reservation of rights letters sent by any insurance company related to claims asserted in this lawsuit.
4. Any letters or notices sent by any insurance company denying liability for claims asserted in this lawsuit.

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EXHIBIT "F"

DESCRIPTION OF DOCUMENTS TO BE

DEPOSITED APPLICABLE TO PLAINTIFF

1. Any and all required disclosures as required by N.R.C.P. 16.1, including all non-privileged documents regarding the complaints which are the subject of this litigation.
2. Any and all discoverable plans, specifications, contracts or other documents relating to the design and construction of the SUBJECT PROPERTY.
3. Any and all photographs, notes, memoranda, diaries, proposals, invoices or receipts relating to any alleged defect or damage at the SUBJECT PROPERTY.
4. Any and all contracts, proposals, invoices, receipts, or any other document evidencing any repairs and/or maintenance contemplated or performed at the SUBJECT PROPERTY.
5. Any and all contracts or agreements relating to management or maintenance services performed at the SUBJECT PROPERTY.
6. If the Plaintiff is a Homeowner's Association, any and all minutes and agendas relating to meetings of the homeowners' association or its board of directors.
7. Any N.R.S. Chapter 40 disclosures, any N.R.S. 113 disclosures, or any other disclosures regarding the condition of your residence provided to others or received from others, including any disclosures contained within the purchase or sale agreement for your residence.

EXHIBIT "G"

DESTRUCTIVE TESTING REQUEST

Name of Attorney: _____

Name of Party: _____

Work performed by your client: _____

Type of destructive testing contemplated: _____

Locations of destructive testing (if specific location desired) _____

Is special equipment required for testing? _____ Yes _____ No

If yes, please list type of equipment necessary:

Estimated time needed:

Return form to Plaintiffs' Counsel, no later than the date set forth in the Case Agenda.

Failure to return this form may impact upon the availability of units for inspection.