

[PORTIONS OF] TRIAL EXHIBIT 51

Project Location: North of River ☐ South of River ☒

RENO DEVELOPMENT APPLICATION

ACTION REQUESTED:

(Please Check)

- ☐ ABANDONMENT
- ☐ ANNEXATION
- ☐ BOUNDARY LINE ADJUSTMENT
- ☐ MASTER PLAN AMENDMENT
- ☐ MINOR DEVIATION
- ☐ PARCEL MAP
- ☐ REVERSION TO ACREAGE
- ☐ SITE PLAN REVIEW
- ☐ SPECIAL USE PERMIT
- ☐ TENTATIVE MAP
- ☐ WITH MAINTENANCE DISTRICT
- ☐ VARIANCE
- ☐ ZONING MAP AMENDMENT
- ☐ COOPERATIVE PLAN AMENDMENT

For Community Development Department Use Only:

C. **LDC11-00014**

Received Oct. 11, 2010

APPLICATION COMPLETE

Date Received _____

Time Received _____

PROJECT NAME: Wingfield Towers

PROJECT DESCRIPTION: Amendment to Condition relative to project approval time Condition #2

PROJECT ADDRESS: 260 Island Drive & 223 Court Street (2 additional parcels

included, one on Island Drive and one on Court Street (address unavailable))

PROPERTY SIZE: 1.36± acres

ASSESSOR'S PARCEL NO(S): 011-112-03, 06,
07 & 12

ATTACH LEGAL DESCRIPTION OF PROPERTY.

ZONING-EXISTING: MU/DRRC

PROPOSED: Same

MASTER PLAN-EXISTING: SPA

PROPOSED: Same

EXISTING LAND USE: Vacant

PROPERTY OWNER(S)

NAME: John & Sonna Iliescu

ADDRESS: 200 Court Street

Reno, Nevada 89501

PHONE: _____

PERSON TO CONTACT

REGARDING APPLICATION:

NAME: Wood Rodgers, Inc.

Dave Snelgrove, AICP

(IF SAME AS OWNER OR APPLICANT,
PLEASE INDICATE)

ADDRESS:

5440 Reno Corporate Dr., Reno, NV 89511

PHONE: 775-745-0341

FAX NO: 775-823-4066

E-MAIL: dsnelgrove@woodrogers.com

APPLICANT/DEVELOPER(S)

NAME: Rodney Friedman, FAIA

Contact: _____

ADDRESS:

230 Bayview Avenue

Belvedere, CA 94920

PHONE: (415) 435-3956

The City of Reno will direct all mail on this
project to the contact person designated
above.

The above information is required.

EXHIBIT

STEPPAN 7400

AA1879

OWNER AFFIDAVIT

I am the owner/authorized agent of the property involved in this petition and that I authorize Wood Rodgers Inc. (name) to request development related applications for Rodney Friedman (*use list below) on my property. This authorization is inclusive of Assessor Parcel Numbers 011-112-03, 06, 07 & 12, which are further described in the attached legal descriptions. I declare under penalty of perjury that the foregoing is true and correct for development case number LDC 11-00014 (to be filled in by City of Reno staff).

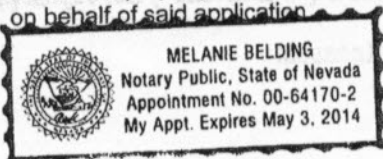
Executed on 10-11-10, in Reno, Nev.
(date) (City) (State)

John Liescu
Signature

John Liescu
Printed Name

STATE OF NEVADA)
COUNTY OF WASHOE) ss

On this 11th day of October, 2010, John Liescu (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the owner/authorized agent of the above property who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.



Melanie Belding
Notary Public

- * Abandonment
- Annexation
- Boundary Line Adjustment
- Master Plan Amendment
- Minor Deviation
- Parcel Map
- Reversion to Acreage
- Site Plan Review
- Special Use Permit
- Tentative Map
- Variance
- Zoning Map Amendment
- * Condition Amendment

OWNER AFFIDAVIT

I am the owner/authorized agent of the property involved in this petition and that I authorize Wood Rodgers Inc. (name) to request development related applications for Rodney Friedman (*use list below) on my property. This authorization is inclusive of Assessor Parcel Numbers 011-112-03, 06, 07 & 12, which are further described in the attached legal descriptions. I declare under penalty of perjury that the foregoing is true and correct for development case number LDC 11-60014 (to be filled in by City of Reno staff).

Executed on 10-11-2010, in RENO, NV
(date) (City) (State)

Sonnia Iliescu
Signature

Sonnia Iliescu
Printed Name

STATE OF NEVADA)
COUNTY OF WASHOE) ss

On this 11th day of October, 2010, Sonnia Iliescu (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the owner/authorized agent of the above property who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.



Melanie Belding
Notary Public

- * Abandonment
- Annexation
- Boundary Line Adjustment
- Master Plan Amendment
- Minor Deviation
- Parcel Map
- Reversion to Acreage
- Site Plan Review
- Special Use Permit
- Tentative Map
- Variance
- Zoning Map Amendment
- * Condition Amendment

APPLICANT AFFIDAVIT

I am the applicant and/or consultant/firm involved in this petition and the foregoing statements and answers herein contained and the information herewith submitted for Wingfield Towers Condition
Amendment (*use list below) are in all respects complete, true, and correct to the best of my knowledge and belief. I declare under penalty of perjury that the foregoing is complete, true and correct for development case number LDC 11-00014 (to be filled in by City of Reno staff).

Executed on 10/8/10, in Reno, NV
(date) (City) (State)

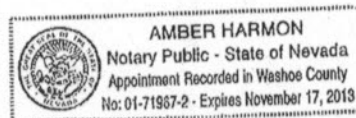
Company: Wood Rodgers, Inc.
Name: R. David Snelgrove
Title: Associate
Signed: [Signature]

STATE OF NEVADA)
COUNTY OF WASHOE) ss

On this 8th day of October, 2010, R. David Snelgrove (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the applicant and/or consultant/firm involved in this petition who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.

[Signature]
Notary Public

- * Abandonment
- Annexation
- Boundary Line Adjustment
- Master Plan Amendment
- Minor Deviation
- Parcel Map
- Reversion to Acreage
- Site Plan Review
- Special Use Permit
- Tentative Map
- Variance
- Zoning Map Amendment



EXHIBIT

STEPPAN 7403

AA1882

Wingfield Towers

Prepared for:

Rodney Friedman, FAIA
230 Bayview Avenue
Belvedere, CA 94920

Prepared by:



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

October 11, 2010

Amendment to Condition Request

Original Application and ~~Seventeen~~ Seven copies (along with 8 CDs) for the following applications:
Master Plan Amendment
Tentative Map

Original Application and Twelve copies (along with 8 CDs) for the following applications unless filed with one of the above-noted requests:
Special Use Permit
Variance
Zoning Map Amendment

Original Application and Ten copies (along with 1 CD) for the following applications unless filed with one of the above-noted requests:
Abandonment
Site Plan Review
Annexation

Additional copies may be requested on a case-by-case basis dependent on distribution requirements.

Applications that include a project of regional significance, an amendment in a cooperative planning area, or environmental constraints shall submit additional copies as described below:

Projects of Regional Significance, add:
Six copies of a Traffic Study to the City of Reno, and One copy of the original application and Traffic Study to the Truckee Meadows Regional Planning Agency. See page 8 of this application for a more detailed description of the application process.

Cooperative Planning:
Original application and Twenty-three copies (along with 8 CDs) including the Cooperative Planning application and its associated supplemental information are required. See page 9 of this application for a more detailed description of the application process.

For tentative maps; parcel maps (with at least one parcel of 2.5 acres or less); special use permits; and site plan reviews (where the site is greater than one acre) that include Hillside Development, disturbance of a Major Drainageway(s), or where cut slopes are proposed exceeding 20 feet and/or fill slopes are proposed exceeding 10 feet, the following checklists must be submitted:

- ☐ Preliminary Grading & Drainage Plan and Checklist
- ☐ Preliminary Utility Plan and Checklist
- ☐ Preliminary Hydrology Report and Checklist
- ☐ Preliminary Geotechnical Report
- ☐ Preliminary Sewer Report and Checklist


Public Art Requirement

A 2% for public art requirement applies to all projects that are funded in whole or in part by the City of Reno or Reno Redevelopment Agency and/or are a project of a quasi governmental agency (such as Washoe County Airport Authority or RSCV, RTC, etc.) per Title 22 of the RMC. Provide one (1) copy of original to the Arts and Culture Division of the Parks, Recreation and Community Services Department.

Public Amenities Requirements

If the proposed project is in a TOD or Regional Center Overlay zone, then pedestrian amenities of up to 2% of the entire project costs exclusive of land and financing may be required.

For Master Plan and/or zoning map amendments submitted without an associated project, refer to specific application for checklist.

 (Applicants Initials) *Applications with missing plans and checklists or missing components of plans and checklists, will be deemed incomplete and returned within three (3) days of application submittal. The applicant must consult with Community Development Staff prior to submitting an application without the above information to determine if the information may be eliminated for a particular application. Additional information may be requested through the staff/applicant meeting and the review process.

GENERAL APPLICATION CHECKLIST

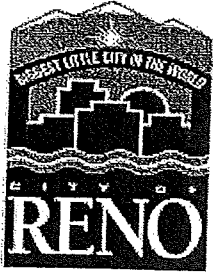
INCOMPLETE APPLICATIONS WILL NOT BE SCHEDULED FOR PUBLIC HEARING.

APPLICATIONS Originals shall be unbound with two hole punch at top of application. Copies shall be collated and bound into separate packets of the following:

Applicant Complete and Correct	Item No.	ITEMS REQUIRED FOR GENERAL APPLICATION CHECKLIST	Staff
			Incomplete
<input checked="" type="checkbox"/>	1	Application Form(s)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	2	Owner's Affidavit, Applicant's Affidavit	<input type="checkbox"/>
<input type="checkbox"/> NA	3	If there is a mobile home park within 750 feet, provide the park parcel number, name, and address	<input type="checkbox"/>
<input checked="" type="checkbox"/>	4	Advisory Board Information (This requirement does not apply to site plan reviews)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	5	Legal Description (legal descriptions for annexations, zone changes and abandonments must be signed and stamped by a State of Nevada professional land surveyor)	<input type="checkbox"/>
<input type="checkbox"/> NA	6	8-1/2" x 11" a Site Plan and the "Site Plan, Access and Circulation Checklist" (see map guidelines and the checklist section of this application)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	7	8-1/2" x 11" Zoning/Vicinity Map (see map guidelines)	<input type="checkbox"/>
<input type="checkbox"/> NA	8	24" x 36" Colored Display Map (1 copy only for original application)	<input type="checkbox"/>
<input type="checkbox"/> NA	9	24" x 36" Non-Colored Display Map	<input type="checkbox"/>
<input checked="" type="checkbox"/>	10	8-1/2" x 11" Color Building Elevations	<input type="checkbox"/>
<input type="checkbox"/> NA	11	24" x 36" Building Elevations (original to be in color)	<input type="checkbox"/>
<input type="checkbox"/> NA	12	24" x 36" Preliminary Grading, & Drainage Plan and Checklist (if applicable)	<input type="checkbox"/>
<input type="checkbox"/> NA	13	24" x 36" Preliminary Utility Plan and Checklist (if applicable) - may be part of the site/grading plan	<input type="checkbox"/>
<input type="checkbox"/> NA	14	Preliminary Hydrology Report and Checklist (if applicable)	<input type="checkbox"/>
<input type="checkbox"/> NA	15	Preliminary Geotechnical Report (if applicable)	<input type="checkbox"/>
<input type="checkbox"/> NA	16	Preliminary Sewer Report and Checklist (if applicable)	<input type="checkbox"/>
<input type="checkbox"/>	17	24" x 36" Preliminary Landscape Plan and Checklist (if applicable) - may be part of the site plan	<input type="checkbox"/>
<input type="checkbox"/> NA	18	Traffic study as required by RMC 18.12.903	<input type="checkbox"/>
<input type="checkbox"/> NA	19	Handicap parking spaces and regular parking space calculations	<input type="checkbox"/>
<input type="checkbox"/> NA	20	Information on signage	<input type="checkbox"/>
<input type="checkbox"/> NA	21	Exterior lighting	<input type="checkbox"/>
<input type="checkbox"/> NA	22	Slope Cell Map (for hillside developments)	<input type="checkbox"/>
<input checked="" type="checkbox"/> I	23	Supporting Information	<input type="checkbox"/>
<input checked="" type="checkbox"/>	25	Check or Money Order	<input type="checkbox"/>
<input type="checkbox"/> NA	26	Project of Regional Significance Analysis (if applicable)	<input type="checkbox"/>

**Map scale for grading and utility plans shall not exceed 1 inch = 60 feet. FOLD ALL 24" X 36" MAPS TO APPROXIMATELY 9" X 12"

TRIAL EXHIBIT 52



City of Reno
Community Development
Permit Receipt

Receipt #: 11REC-01770

Date: 10/13/2010

Line Items:

Case No	Invoice No	Description	Revenue Account No	Amount Paid
LDC11-00014	206791	Amend Approved Condition Base Fee	00100 0000 0755 5302 0000	2,144.00
LDC11-00014	206791	Amend Appr Cond Base Fee WC Health Dept	00100 2120 1090	186.00
Line Item Total:				\$2,330.00

Payments:

Date	Method	Payer	Check Number	Confirm No	Amount Paid
10/13/2010	Check	RODNEY FRIEDMAN	102		2,330.00
Payment Total:					\$2,330.00

PAID
OCT 13 2010
CITY OF RENO
PERMIT PLACE

[PROPOSED]
TRIAL EXHIBIT 130
[NEVER ADMITTED]

CATHEXES

ARCHITECTURE

September 30, 2013

C. Nicholas Pereos, Ltd.
1610 Meadow Wood Lane Ste 202
Reno, NV 89502

RE: Wingfield Towers

Dear Mr. Pereos:

I have reviewed the information provided to me regarding the Wingfield Towers project including the appraisals, the contracts, the documents developed by Mark Steppan/Fisher Friedman, the invoices from Fisher Friedman during this time period and Brad Van Woert's report.

My focus is on the agreements in place, the billing and timing, and the context at that time.

What is clear is as follows:

- Fisher Friedman designed a project including plans, elevations, and sections sufficient for submittal in mid-2006 for a planning approval from the City of Reno.
- The approval was obtained in November/December of 2006
- There are clear invoices of work and tasks performed by Fisher Friedman on an hourly basis for this time period through December of 2006 totaling approximately \$500,000. The bulk of the work effort was performed up until the submittal date. The billings from mid-June 2006 forward reflect the work performed during the planning approval period which would constitute some meetings and travel. The total of this work on their hourly billings amounts to 5-10% of their total which fits the work performed.
- There is an AIA agreement signed between the developer (BSC) and Mark Steppan for full services on a fixed fee around the time the entitlement package was submitted.
- There is a second set of invoices based upon this agreement from July through the end of 2006 showing "progress" on the schematic design. There are monthly

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Donald J. Clark, Founding Principal

EXHIBIT

2

AA1889

invoices showing increases in the percentage of completion for the schematic design phase of the full project.

- I have reviewed the report Brad Van Woert submitted and the documents he was asked to review.

There are some critical issues about what was actually completed and what the status of work was through this time period. The majority of work my firm has done for the past 28 years has been for private development. Several times a year, we do projects that have an entitlement process for planning approval that must be procured before they can move ahead. The first part of schematic design must be done to submit for these entitlements. That is what occurred here. Frequently we sign agreements for completion of the project that become activated after approvals are secured. Clients rarely trigger the remaining work until after planning approval because of uncertainty and conditions that routinely become imposed during the planning process. These change the scope to complete in accordance to the conditions, and alter what the final project would be accordingly. Any work done prior would have to be redone, if in conflict with these conditions. The larger the project the more likely this is to occur. The Wingfield Towers scale, location, and product would make it the highest risk possible for these types of changes.

In looking closely at what was billed and what architectural work product was generated, during that period of time, this is what I conclude:

The first set of invoices (the hourly charges) reflects the work that was completed during the activity of the project and was appropriate and consistent.

The second set of invoices is an attempt to grab unearned fees. These are some key items that point to this:

- No developer is going to move ahead with an additional \$1.5M in fees on a project which may not get entitled when there is no reason to cut short the time to build. It is the custom and practice on developments for financing to only be released after entitlements are secured. Without them, there are unknowns that the financiers won't risk. Contracts, fees, etc are often established prior to this so they know how much to secure, but are not released until after. Therefore, the developer was not in a position to secure their financing until they had entitlements. The funding sources would not release funds. As it turned out, this developer never got their funding and killed the project. The authorization of the fixed fee contract would never have happened.
- The work product tells the story. There is absolutely no architectural work product in association with the billings in the second half of 2006. There is language in the agreements acknowledging conversion of the fee arrangement from the hourly to the fixed when the second contract is activated. The first "fixed fee" billing reflects this

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Donald J. Clark, Founding Principal

September 30, 2013

with "28% completed" as the status in that bill. This is about right for the percentage of schematic design required to submit the entitlement package.


Each subsequent billing for the remainder of 2006 shows approximately a 20% increase in completion. This equates to approximately \$350,000 per month or 20-25 full time staff working on the project of architects and engineers.

- There is no work product associated with this.
- No structural engineering drawings
- No mechanical.
- No electrical.
- No life safety.

All would have a significant set of schematics on a project of this scale.

- The volume of drawings that would have been available to review would have been significant. The studies associated with this would have been diverse. There are none at all from after the entitlement package submittal.

Respectfully,



Donald J Clark AIA
Founding Principal
Cathexes LLC
www.cathexes.com

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Donald J. Clark, *Founding Principal*



CATHEXES

ARCHITECTURE

Donald J. Clark, AIA

Don Clark is the founding principal of Cathexes, a highly awarded architectural and planning firm in Northern Nevada that has specialized in Architecture, Planning, and Interior Design since 1985.

In his career as an architect and planner, he has executed a variety of projects in scale from single-family homes to a planned development of over 3000 acres with 5000 living units and over 2M square feet of mixed commercial including a town center. Urban infill is Clark's main focus, and all of the projects he has been a development partner in have been urban infill projects with mixed-use strategies. He is the architect for T'essera, a 6-block high tech office/mixed use project tied to Apple, NJVC, Siemens and other companies investing in data center development in Reno, and Millbrae Center, a 1.5 million s.f. mixed use development in Millbrae, CA.

In 1997 Cathexes received the Nevada AIA Firm Award, a lifetime firm award voted on by our peers.

As a principal in multiple real estate ventures with a focus on urban infill and sustainability, two of his recently completed projects received LEED Platinum and LEED Gold distinctions. Clark is a co-founder of REA250 and NVA250 (the Renewable Energy Accelerator and Nevada Venture Accelerator) with his wife, Dr. Susan Clark. These ventures are working in collaboration with Fortune 500 companies and other public sector and private developers to import innovation and technology that will enhance the business and the cultural development of the Northern Nevada region. Mr. Clark's involvement with NVA250 has also developed a strong partnership with Siemens. They are collaborating in multiple projects throughout the State of Nevada. These projects range from building technologies, energy solutions, and transportation solutions to public private partnerships in technology and research.

He served eight years on the Nevada Arts Council, was a founder of the Reno Arts Commission, and co-founder of the Black Rock Design Institute.

Other past projects include

- Victorian Square, the 8-block town center redevelopment of Sparks, Nevada
- Traditions, a 3000-acre master planned community including a mixed urban town center of over 2M square feet
- Tahoe Beach Club, a 120 unit residential development and club at Lake Tahoe
- 21,000 SF mixed use "bunker" project, the first project in the "Midtown" district in Reno, as both architect and developer
- Truckee Town Center including hotel, office and residential total of approx 20 acres
- Bartley Ranch Regional Park including equestrian center, amphitheater, interpretive center and all park amenities
- North Valleys Regional Park including visitor's center, soccer, baseball fields and other amenities
- Over 700 other mixed projects local, state, regional, as well as projects in Oman, Kuwait, Mexico and China

Details

Bachelor of Architecture – University of Idaho 1981

Nevada License No. 1707

California License No. C21,341

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Donald J. Clark, Founding Principal

Document Code: 4105

HOY CHRISSINGER & KIMMEL, PC

Michael D. Hoy (NV Bar 2723)
50 West Liberty Street, Suite 840
Reno, Nevada 89501
(775) 786-8000 (operator)
mhoy@nevadalaw.com

Attorneys for: Mark B. Steppan

**In the Second Judicial District Court of the State of Nevada
In and for the County of Washoe**

MARK B. STEPPAN,

Plaintiff,

v.

JOHN ILIESCU, JR.; SONNIA SANTEE ILIESCU; JOHN
ILIESCU, JR. and SONNIA SANTEE ILIESCU, as
trustees of the John Iliescu, Jr. and Sonnia
Iliescu 1992 Family Trust,

Defendants.

And Related cross-claims and third-party
claims.

Consolidated Case Nos. CV07-00341 and
CV07-01021

Dept. No. 10

Supplemental Trial Brief

Mark B. Steppan submits the following supplemental points and authorities:

- 1. Steppan perfected his lien by filing his foreclosure complaint and properly serving Iliescu.** At the close of Plaintiff's case, John and Sonnia Iliescu moved for dismissal on grounds that (a) Steppan failed to record a lis pendens when the lien foreclosure action was commenced and (b) Steppan failed to publish a statutory notice in the local newspaper. It is not technically necessary that the Court make additional findings

1 or conclusions regarding the motion to dismiss. However, it would be permissible for the
2 Court to include its rulings in the formal findings of fact and conclusions of law.

3 a. **A lien claimant's failure to record a notice of pendency of action**
4 **does not invalidate the lien.** In *West Charleston Lofts I, LLC v. R & O Construction*
5 *Company*, 915 F.Supp.2d 1191 (D.Nev. 2013), the court held that a lien claimant's failure to
6 record a notice of pendency of action does not preclude the action. This Court adopted the
7 federal court's reasoning: the *lis pendens* gives record notice to potential buyers of the land
8 encumbered by the lien; a buyer without notice of the lien could conceivably take lien-free
9 title.

10
11 In addition to the logic of *West Charleston Lofts*, Steppan further points out that Dr.
12 and Mrs. Iliescu cannot argue that they had no notice of the lien. In this case, Dr. and Mrs.
13 Iliescu commenced this action by filing an Application for Release of Mechanic's Lien. The
14 Iliescus' own pleading avers the recordation of the lien, and seeks a release of the lien.
15 Steppan subsequently filed a lien foreclosure action after Iliescus made a public record that
16 they were aware of the lien.

17 b. **A lien claimant's failure to publish notice of a lien foreclosure**
18 **action does not invalidate the lien.** Iliescus commenced the litigation by acknowledging
19 and attempting to expunge Steppan's lien. Steppan then filed his lien foreclosure action,
20 and served Iliescus. Iliescus answered and fully litigated the validity and amount of the
21 lien. Steppan never published the statutory notice under NRS 108.239(2)(b). This is not
22 fatal to the lien foreclosure.

23
24 More than a century ago, the Nevada Supreme Court noted that the publication is for
25 the benefit of other lien claimants, not for the benefit of the property owner. In *Lonkey v.*

1 *Keys Silver Mining Company*, 21 Nev. 312, 31 P.57 (1892), the lien claimants failed to
2 properly serve the owner, and argued that the publication of the notice was sufficient to
3 give the owner notice of the action. The Court noted that: (a) the lien foreclosure
4 complaint is for the information of the court and the defendant; (b) the summons is for the
5 sole benefit of the defendant; and (c) the publication of notice “is for the benefit of all
6 persons who have performed labor upon or furnished material to improve the property
7 against which the lien is sought to be enforced.” *Id.*, 31 P. at 60. Under the current statute,
8 the publication triggers the obligation of other lien claimants to serve written statements of
9 facts constituting their liens. When additional lien claimants fail to file timely statements of
10 facts constituting lien, their liens are waived. *See Crestline Inv. Group, Inc. v. Lewis*, 119 Nev.
11 365, --- P.3d --- (2003). The property owner does not rely on the publication; the other
12 lien claimants rely on publication.¹

14 **2. Even though the Court previously entered partial summary judgment**
15 **that Iliescus were not entitled to a pre-lien notice, the Court may supplement**
16 **findings of facts and conclusions of law on the point.** On June 22, 2009, the Court
17 (Judge Adams) relied on *Fondren v. K/L Complex, Ltd.*, 106 Nev. 705, 800 P.2d 719
18 (1990)(“*Fondren*”), and entered partial summary judgment that Iliescus were not entitled
19 to a pre-lien notice. At trial, Iliescus continued to litigate whether they had knowledge of
20 the architects performing design services to obtain development entitlements for their
21 property. It appears that Iliescus are attempting to create a factual record to upset the
22 partial summary judgment on appeal.

24 ¹ As a practical matter, a lien claimant can always file a separate lien-foreclosure
25 action within six months after recording a lien. Multiple foreclosure actions with
respect to a single property are typically consolidated.

1 As this Court (Judge Elliot) previously ruled in its October 19, 2011 Order, Iliescu
2 were never “disinterested” owners. They agreed that the sale of their land would close
3 escrow only when the buyers obtained governmental approvals for a project. The Land
4 Purchase Agreement provided that the buyer would indemnify the seller against liens
5 arising from the development process. Dr. Iliescu testified that he knew that the buyer
6 would engage architects and other designers and that their work could result in liens on his
7 land. Dr. Iliescu’s point was simply that he did not know the identity of the architects until
8 the day the City Council approved the tentative map and special use permit. (This
9 testimony is dubious: Dr. Iliescu was privy to earlier presentations and documents that
10 specifically identified Steppan and Fisher Friedman Associates.)
11

12 Dr. Iliescu’s distinction between knowing (a) the specific identity of the architect
13 versus (b) that some design work was underway is legally irrelevant. In *Fondren*, the court
14 ruled that the owner had “knowledge of construction on her property,” not the specific
15 identity of contractors. *Fondren*, 106 Nev. at 709, 800 P.2d at 721.

16 **3. Iliescu’s attorney’s knowledge is imputed to Iliescu.** Dr. Iliescu testified
17 that he knew that the process of designing a project for government approval could result
18 in liens on his land, and that this is the very reason he sought legal protection from his
19 lawyers. (Dr. Iliescu testified that he previously suffered a loss when a tenant’s unpaid
20 contractor recorded a lien on his property. This was his principal reason to seek advice
21 and protection from Hale Lane.) It is undisputed that Hale Lane knew that Mark Steppan
22 and Fisher Friedman Associates were hired to design the project. This knowledge is
23 imputed to Dr. and Mrs. Iliescu.
24
25

1 Plaintiff's Trial Statement sets forth the general rules under which the knowledge of
2 the lawyer is imputed to the client. *Fondren* applies this rule to mechanics lien situations:

3 In this case, it is clear that Fondren had actual knowledge of the construction
4 on her property. It was understood by both Fondren and Spinelli that
5 substantial remodeling would be required when the lease was negotiated.
6 Additionally, Fondren's attorney regularly inspected the progress of the
7 remodeling efforts. These inspections were on behalf of Fondren. *See Gould v.*
8 *Wise*, 18 Nev. 253, 3 P. 30 (1884) (actual knowledge of owner's agent will be
9 imputed to the owner for purposes of this statute).

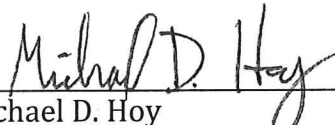
10 *Fondren*, 106 Nev. at 709, 800 P.2d at 721.

11 Privacy Certification

12 Undersigned counsel certifies that this trial statement does not contain any social
13 security numbers.

14 Dated January 2, 2014.

HOY CHRISSINGER KIMMEL

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Michael D. Hoy
Attorneys for Mark B. Steppan

Certificate of Service

Pursuant to NRCP 5(b), I certify that I am an employee of Hoy Chrissinger Kimmel, PC and that on January 2, 2014 I electronically filed a true and correct copy of this Post-trial Brief with the Clerk of the Court by using the ECF system, which served the following counsel electronically: Gregory Wilson, Alice Campos Mercado, Thomas Hall, Stephen Mollath, David Grundy. I also mailed a true and correct copy, postage prepaid, addressed to:

C. Nicholas Pereos
C. Nicholas Pereos, Ltd.
1610 Meadow Wood Lane
Reno, Nevada 89502
January 2, 2014.



Shondel Seth

CV07-00341
MARK STEPPAN VS. JOHN ILIESCU
District Court
Washoe County
DC-9900052456-012
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CLERK OF THE COURT
BY
DEPUTY

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ATTORNEYS FOR DEFENDANTS

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

MARK B. STEPPAN,
Plaintiff,

vs.

JOHN ILIESCU, JR. and SONNIA ILIESCU, as
Trustees of the JOHN ILIESCU, JR. AND
SONNIA ILIESCU 1992 FAMILY TRUST,
Defendants.

AND RELATED MATTERS.

Case No.: CV07-00341
(Consolidated w/ CV07-01021)

Trial Date: December 9, 2013
Dept. No.: 10

POST TRIAL ARGUMENT BY
DEFENDANTS ILIESCU

A. Steppan is not entitled to any non-fixed fee compensation.

Paragraph 1.3.7.5 of the Architectural Contract (Trial Exhibits 6 and 7) clearly holds that there is no contractual relationship between the architect and Iliescu. Clearly, Iliescu is not bound by the terms of the contract. In fact, there was no evidence introduced at trial demonstrating that Iliescu knew the terms of the contract or the fixed fee. There was no evidence that anyone from Hale Lane ever revealed to Iliescu the terms of the architectural contract or that the architectural firm was Fisher Friedman Associates or Mark Steppan. One would think that they should have filed a notice of non-responsibility if they had made the connection that work was being done on this project was at the expense and responsibility of Iliescu. On the contrary, Karen Dennison presented the letter of conflict waiver reassuring Iliescu that his interests were being protected. Steppan wants this Court to hold Iliescu to the terms of the contract. But there is no proof that he had knowledge of

1 the terms of this contract. This argument is supported by NRS 108.222 which clearly
2 provides in subsection (b) that if the parties did not agree by contract, the measure of
3 compensation is the fair market value of the work by the contractor. However, this Court
4 already decided this issue in the partial motion for summary judgment before hearing all
5 the facts of the case. Now that the Court is intimately involved with the facts of the case
6 and the law, it will have to reconcile of NRS 108.222 with the fact that Iliescu never had
7 knowledge of the existence of Steppan until all of his work had been done presumably
8 benefitting the property that precipitated a mechanic's lien even though the contract was
9 not even in existence by the time all the work was completed. In the moving papers for the
10 motion for summary judgment, Steppan states, "here, it is undisputed that the lien
11 claimants contractual compensation was a fixed fee based upon a percentage of
12 anticipated construction costs". (Motion for Summary Judgment, filed 10/21/11, Page 2.)
13 Based upon the order of this Court, Steppan is not entitled to any other compensation
14 other than the fixed fee which has been defined throughout these proceedings as twenty
15 percent (20%) of the 5.75% of the \$180 million. Accordingly, Steppan is not entitled to any
16 other compensation other than the fixed fee particularly since the order of this Court states,
17 "This Court agrees with Defendant, that as a matter of law, the mechanic's lien secures the
18 fixed fee specified in lien claimant's written contract." Once again, the fixed fee referenced
19 in the motion for summary judgment was twenty percent (20%) of the 5.75% of the \$180
20 million.

21 **B. Steppan is not entitled to any judgment in these proceedings.**

22 The only time that the evidence clearly establishes Iliescu's knowledge about the
23 existence of Steppan was at the service of the mechanic's lien. Before that time, there is
24 no clear evidence demonstrating knowledge by Iliescu of the existence of Steppan as the
25 named architect on this project (as required by NRS 108.234) or knowledge concerning the
26 terms of the contract. Meanwhile, Steppan argues that he has only received partial
27 payment towards the fixed fee and is entitled to the balance of what is remaining plus the
28 additional compensation on an hourly basis. With the partial order for summary judgment,

1 Steppan either receives the balance of what is owed on the fixed fee or nothing. Iliescu's
2 position is Steppan should receive nothing more. How can he reconcile a request for a
3 payment of over a million dollars when he never even sent a bill to Iliescu! The Court in
4 its order for partial summary judgment did not decide if Steppan is entitled to a fee. It
5 simply decided that the only measuring stick to be used in determining the fee is the "fixed
6 fee". Defendant Iliescu submits that Steppan has been paid in full. Steppan recognized
7 this but his failure to sue parties to the contract is indicative that he was not expecting more
8 money. After all, this lawsuit was filed before there were any bankruptcies. The
9 undisputed evidence is that the AIA contract (Trial Exhibit 6) was not delivered until April
10 26th. Prior to that time, Steppan was operating under the compensation letters that defined
11 his compensation based upon time and materials. The evidence demonstrated that the
12 architectural work consisting of the instruments of service were all completed before the
13 delivery of the contract. The Court might recall that Steppan was invited to introduce
14 evidence of workmanship through instruments of service that were after April 21, 2006.
15 The video fly through as well as the power point program were completed thereafter (Trial
16 Exhibits 40, 41 and 42) but these services fall outside the parameters of the "fixed fee"
17 which is acknowledged by Steppan by reason of him having separate letter agreements
18 defining this compensation. (Trial Exhibit 22.) More importantly, this work was all done
19 prior to the actual knowledge of Iliescu after the service of the mechanic's lien. With the
20 instruments of service having all been completed prior to the execution of the AIA Contract
21 under letter agreements defining compensation based upon time and materials, there is
22 no more fee due Steppan and he has been paid in full.

23 The undisputed evidence is that the AIA contract was never delivered to Iliescu.
24 Iliescu was the owner of record. There was nothing that prevented Steppan from delivering
25 the contract to Iliescu to notify him of the fee arrangement. In this case, there is no
26 physical manifestation of any work being done on the property to alert Iliescu. Given that
27 lack of physical manifestation on the property, one would think that there is a greater
28 responsibility on the contractor/architect to notify the owner. Even after Steppan recorded

1 the first mechanic's lien, he never delivered a copy of the contract to Iliescu. The record
2 is void of any evidence demonstrating that Iliescu knew the terms of this contract.
3 Meanwhile, Steppan argues that Iliescu is bound by the terms of the contract even through
4 the language in the contract clearly provides to the contrary. (Paragraph 1.3.7.5.) In fact,
5 Steppan acknowledges that he had no contract with Defendant Iliescu prior to the signing
6 of the AIA contract. (Depo 09/08, Page 18.) He never provided a copy of the contract to
7 Defendant, Iliescu. (Depo 09/08, Page 44.) (The deposition of a party may be used for
8 any purpose. NRCP 32(a)(2).) More importantly, the contract defining the fixed fee was
9 not signed until April 21st. By that time, most of Steppan's work had been completed and
10 all of the instruments of services we completed. How can the Court reconcile holding
11 Iliescu to a fixed fee arrangement in a contract that he does not know anything about the
12 contract and it was executed after all the work was done. Albeit, there was a delinquency
13 in the billings for the work done on time and material basis but a review of the billings in
14 evidence will demonstrate that the architectural work with the exception of the fly through
15 video and the power point program were completed before the signing of this contract.
16 Excepting the fly through video and the power point program, this Court has no clear
17 definition of the work performed after the signing of this contract. On the contrary, it has
18 evidence, that the architect was billing on a time and material basis and the amount of that
19 delinquency.

20 **C. The Court is facing a reconciliation of NRS 108.245 and NRS 108.234 and the**
21 **facts of this case.**

22 The Court is facing issues of first impression with this case and the necessity to
23 reconcile the law. NRS 108.245 has been amended on several occasions. (Pre-lien
24 statute.) The last amendment was after Fondren v. KL Complex, Ltd., 106 Nev. 705
25 (1990). Although the Supreme Court has observed that NRS 108.245 as modified has not
26 replaced/overruled the Fondren case, it still requires the necessity of a notice of right to lien
27 absent the knowledge of the owner. In the Fondren case, the notice of non-responsibility
28 permitted by NRS 108.234 was very different from the law as it existed at the time of

1 Steppan's work on this project. In other words, NRS 108.234 (non-responsibility notice)
2 was changed after the Fondren case. Prior to that time, one could record that which I will
3 label as a generic notice of non-responsibility whereby the owner records a notice
4 indicating that he is not responsible for any of the contractor's fees. With the amendment
5 of the notice of non-responsibility after Fondren, the owner must now be specific as to the
6 particular contractor performing the work before he is absolved of responsibilities. There
7 is no evidence that a notice of non-responsibility was recorded which is indicative and
8 evidentiary of the lack of knowledge by Iliescu of the existence of Steppan. There is no
9 evidence that there was ever a pre-lien notice pursuant to NRS 108.245 before the
10 recording of the first mechanic's lien. Here lies the problem in Steppan's case! Here lies
11 the necessity of the reconciliation. Steppan did not prove Iliescu had knowledge of the
12 contract. His best case demonstrating that he had knowledge of his personal existence
13 as the architect would only be after all the work of the architect was completed. He did not
14 give any notices to Iliescu of either of the terms of the contract or his existence. His best
15 case is that Iliescu had some knowledge of his existence (the actual existence of Steppan)
16 and Iliescu shall now therefore be responsible for the terms of the fixed fee set forth in the
17 contract that was signed on April 21st even though all of the work was done before the
18 terms of the contract was even in existence for notification to Iliescu. This Court cannot
19 avoid the undisputable fact that any knowledge of Iliescu as to the precise existence of
20 Steppan as an architect is irrelevant when you consider the fact that the contract was not
21 signed until April 21, 2006 and the work had been completed! Under NRS 108.245, the
22 architect could only go back thirty-one (31) days to prove the amount of the work that he
23 had performed constituting the basis for the amount of his lien. There has been no
24 evidence of the work performed by the architect thirty-one (31) days before any date that
25 this Court wants to assume or conclude that Iliescu knew about the existence of Steppan
26 as being the specific architect on this job. There is no evidence that any instruments of
27 service were prepared after April 21st or by the date of the service of the lien. The Court
28 might recall that the outline of the building never changed from its original design. On the

1 contrary, the internal configuration of the number of units inside the outline of the building
2 changed. However, a review of the evidence will show that that work only required a
3 change in the floor plans from each of the floors within the parameters of the preexisting
4 outline of the building that was then incorporated for several floors. (See, Trial Exhibit
5 120.) The problem becomes compounded for Steppan by virtue of the fact that there was
6 no evidence demonstrating Iliescu's knowledge of the terms of the contract that were then
7 being negotiated and later codified on April 21, 2006 when the work was completed. How
8 does this Court reconcile holding Iliescu to the terms of a contract for work that was being
9 performed when the contract was not even in existence when the work was being
10 performed! Meanwhile, the evidence shows that the architect received approximately
11 \$480,000 for his work. The evidence does not show any knowledge of Iliescu of this fixed
12 fee.

13
14 **1. Knowledge of the attorney is not imputed to the Client:**

15 Knowledge of the attorney as to the existence of Steppan is not imputed to
16 the Client. In Charleston Library Soc. v. Citizens & Southern Nat'l Bank, 23 S.E.2d 362
17 (S.C. 1942), the Court observed that the acquisition of knowledge by a lawyer representing
18 one client is not imparted to a third person. However, this Court has made is clear that it
19 is not revisiting the issue of actual knowledge of Iliescu given the prior ruling of Judge
20 Adams. However, Judge Adams did not discern when Iliescu acquired this knowledge.
21 Was it acquired after the contract was signed? What was the work invested by Steppan
22 after the knowledge was acquired? The current statute of NRS 108.234 coupled with ruling
23 of the Supreme Court in Fondren v. KL Complex, Ltd. requires a reconciliation. If this trial
24 Court takes a position that the actual knowledge of Iliescu relates back to the first work
25 performed by Steppan which occurred before the contract was signed, it then fails to
26 reconcile NRS 108.245(6) that holds that a lien claimant can only go back thirty-one (31)
27 days prior to serving the pre-lien notice. More importantly, the facts of the Fondren case
28 are very different from the facts in this case. Fondren knew from the beginning of time of

1 the existence of the contractor thereby eliminating the need for the pre-lien notice. In the
2 case before the Court, there is no evidence of notification to Iliescu by Steppan of the
3 contract terms, or his existence before he performed the work.

4 The knowledge of Hale Lane concerning the terms of this contract does not excuse
5 Attorney Howard from failing to counsel with Iliescu about the need of a notice of non-
6 responsibility if this Court determines that such information is imputed to Iliescu. In fact,
7 work of Hale Lane on the AIA contract has been a hammer over Iliescu's head since the
8 beginning of this case. It created perception that Iliescu knew about the involvement of
9 Steppan which could have easily affected Judge Adams' decision concerning actual
10 knowledge. Iliescu does not dispute that there was notification to him by Sam Cagnilia the
11 existence of an architect. He assumed that it was an in-house architect. He does dispute
12 any specific knowledge of Steppan that would have permitted him to meet the specific
13 requirements of a timely filing of a notice of non-responsibility in NRS 108.234. In fact, the
14 first notification to Iliescu of the lien rights of the specific architect of Steppan was after he
15 was served with the first mechanic's lien. He received a false sense of security from
16 Attorney Howard that he was not to be concerned about any mechanic's liens.

17 **2. Defendant Iliescu lacks actual knowledge:**

18 Given the ruling of the Court that is was not revisiting the issue of actual
19 knowledge of Iliescu, Defendant Iliescu only superficially addressed the issue during the
20 trial staying within the parameters of the decision of this Court. However, the prior decision
21 of Judge Adams was never determined to be a final adjudication. NRCP 54(b). The
22 drafter's note for the 2004 amendment to NRCP 54(b) is informative.

23 "Thus, an order adjudicating one or more but fewer than all of
24 the claims in a multiple claim case is not a final judgment and
is not appealable."

25 In other words, there is nothing contained in the order indicating that the ruling was
26 intended to be a final decision. More importantly, Judge Adams' ruling did not occur as a
27 result of a trial of evidentiary hearing. It was based upon motion practice and it occurred
28 even at a time before all the depositions of the principals were completed.

1 More importantly, a finding of actual notice requires evidence of some obvious and
2 unmistakable contact or communication with the person alleged to have received such
3 notice. See, Ryan v. Grayson Serv. (In re Rincon Island Ltd. Pshp.), 253 B.R. 880, 887
4 (Bankr. C.D. Cal. 2000) ("Actual notice" is defined as 'notice given directly to, or received
5 personally by, a party.');" In re Smith, 119 B.R. 714, 722 (Bankr. D.N.D. 1990) (actual
6 notice defined as "express information of a fact"). Where actual notice is required, imputed
7 or substitutionary notice is not sufficient. See, Comstock & Davis, Inc. v. G.D.S. & Assoc.,
8 481 N.W.2d 82, 85 (Minn. Ct. App. 1992). "[Actual notice] is not to be conclusively
9 presumed or legally imputed to [a party] merely because of the mental condition or the
10 knowledge of another person, however related to him." Id. see also Master Asphalt Co.
11 v. Voss Constr. Co., 535 N.W.2d 349, 354 (Minn. 1995) (The actual knowledge
12 requirement of Minn. Stat. Section 514.06 (1994) – in the sense of a landowner possessing
13 sufficient information to justify the burden of posting notice to avoid attachment of a lien
14 – requires more than general awareness on the part of the landowner that improvements
15 to the property are contemplated by the tenant.)

16 Judge Adams made an observation that Iliescu attended meetings where the design
17 team presented the drawings and viewed architectural drawings. However, the only basis
18 for such a finding of fact would have been the deposition of Snelgrove. The deposition is
19 part of the Court record. The deposition clearly states that John Iliescu did not attend any
20 meetings at Reno staff. (Depo of D. Snelgrove, Pgs. 20, 21, 31, 35.) There was no
21 evidence to the contrary. The deposition failed to state that any meetings attended by
22 Iliescu that showed architectural drawings. There was no evidence to the contrary. In fact,
23 Addendum No. 5 to the contract (Trial Court Exhibit 73, paragraph 7) confirmed Iliescu's
24 lack of knowledge concerning the architect. Only three (3) depositions were taken prior to
25 Judge Adams' decision. The deposition of Mark Steppan of September 29, 2008 confirms
26 that he did not inform Iliescu of any of the architectural work on the project. The deposition
27 of Dick Johnson of September 19, 2008 confirms that he had no knowledge of the
28 architect's involvement. The deposition of David Snelgrove of November 18, 2008

1 speculates that Iliescu could have possibly seen the name of the architect on the plans.
2 He specifically indicated of him not being involved in any developer meetings, city planning
3 meetings or staff meetings. (Pages 20, 21.) Although he testified that Iliescu attended two
4 (2) public meetings, he acknowledged that the Arlington Towers meeting was only a
5 question and answer session and he failed to confirm that reference of the architect at the
6 downtown meeting.

7 He acknowledges that his conversations with Iliescu at his office were social. In
8 fact, he stated that he had no specific conversation about the architect. Any maps that
9 were left on his table had the name of Nathan Ogle. (Depo. Page 48.) In summary, Judge
10 Adams had available to him three (3) depositions before he made his decision. No where
11 does it confirm Iliescu was aware specifically of the architect from any of the depositions.
12 The depositions of the attorneys at Hale Lane that occurred later in time failed to reflect
13 any notification to Iliescu of the name of the architect. In fact, it is only after discovery
14 started in this lawsuit that Iliescu came to learn of the involvement of the Hale Lane law
15 firm to the architect's contract.

16 **D. Failure to comply with statute to foreclosure mechanic's lien.**

17 NRS 108.239 uses the word "shall" in connection with the publication of a summons
18 and the recording of a lis pendens. The evidence demonstrated that there was no
19 publication of summons. The evidence demonstrated that there was no timely recording
20 of a notice of lis pendens. The case referenced by Steppan of West Charleston Lofts LLC
21 v. RNO Construction, wherein Judge Philip Pro held that the failure to record a notice of
22 lis pendens was not devastating to the forward movement of the case by the contractor
23 does not avoid the statutory requirements. In this case, there was no contract with
24 Defendant Iliescu. There was no notice to Iliescu of the terms of the contract. Under NRS
25 108.239, Steppan was obligated to record the lis pendens within thirty (30) days. He failed
26 to do so. The Charleston case was distinguishable in that the Court held that the recording
27 of the lis pendens was not necessary as to the owner as it was only designed to protect
28 subsequent purchasers. A review of that case with the facts of this case, clearly shows a

1 distinction. RNO had a contract with West Charleston Lofts. (See, footnote 8 at opinion.)
2 As it relates to West Charleston Lofts, there is logic in the decision that the recording of the
3 lis pendens is not needed. In this case, there is no contract with Defendant Iliescu.

4 NRS 108.239 clearly indicates that a notice is to be published in the newspaper.
5 There has been no evidence of publication. Even if this Court wishes to accept the ruling
6 of the West Charleston case despite its distinction with the case at hand, it does not
7 address the necessity to publish a notice. The statute clearly states that the lien claimant
8 "shall" publish a notice. There is no evidence of any publication. As stated in the
9 memorandum of law submitted in support of a motion for dismissal under NRCP 50, there
10 has been no compliance with this statute.

11 **E. Steppan is not entitled to any compensation as an architect.**

12 The parties stipulated and agreed that Mark Steppan is a registered architect in the
13 State of Nevada. Steppan acknowledges the necessity that he must be personally involved
14 in this project since he was the architect holding the license. (See Factual Finding #20 in
15 the Proposed Trial Statement.)

16 In performing the work towards the entitlements, Steppan had limited involvement.
17 He was not involved in the work with Wood Rogers. (Depo 09/08 Page 46.) He didn't
18 know when the public meetings started. (Depo 09/08 Page 46.) He was not at the
19 planning commission hearing. (Depo 09/08 Page 47.) He was not in an ownership
20 position of the company Fisher Friedman Associates. (Depo 02/10 Page 12.) He
21 acknowledges that Nathan Ogle was the project manager. (Depo 02/10 Page 19.) He
22 acknowledges that Fisher Friedman Associates does not hold a Nevada license. (Depo
23 02/10 Page 81.) His only compensation was a salary. (Depo 02/10 Page 86.) He did not
24 review the application for special use permit. (Depo 03/10 Page 306.) He did not know
25 the work done by Wood Rogers. (Depo 03/10 Page 318.) He did not even know the date
26 the packages were submitted for the government entitlements. (Depo 03/10 Page 324.)
27 He did not look at the application for the tentative map approval. (Depo 03/10 Page 327.)
28 He was not involved in the change of the mixed use of the project when it increased the

1 number of condominium units. (Depo 03/10 Page 347.) He did not attend any meetings
2 in Reno to secure entitlements. (Depo 03/10 Page 362.) He did not prepare the
3 modifications to the instruments of service or drawings. (Depo 03/10 Page 360.) He was
4 not involved in the meeting in connection with the change of parking as a result of the
5 increase of the number of units. (Depo 03/10 Page 363.) He did not attend any of the
6 meetings requested by the City of Reno for this project. (Depo 03/10 Page 371.) In fact,
7 he was not even considered as a member of the team when it came to communications.
8 (Depo 03/10 Page 377.) More importantly, he was not in the decision making as to who
9 was to receive the communications regarding the forward movement of this project. (Depo
10 03/10 Page 349.) Clearly, there has been no evidence of the compensation due Mark
11 Steppan based upon his work performance as the architect of record.


12 **F. Conclusion.**

13 The evidence clearly shows Iliescu did not receive a pre-lien notice. The evidence
14 clearly shows that the attorneys representing Iliescu failed to disclose the existence of
15 Steppan. The evidence fails to support the findings of Judge Adams. The record shows
16 facts to the contrary. The evidence clearly shows that the architect performed this work
17 before the contract was signed. The evidence clearly shows that the Iliescu had no
18 knowledge of the contract. Prior to the service of the mechanic's lien in November 2006,
19 there was no knowledge by Iliescu of the specific architect or the terms of the contract.
20 There is no basis for this lien.

21 ***The undersigned affirms that the foregoing pleading does not contain a social***
22 ***security number.***


23 DATED this 3rd day of January, 2014.

C. NICHOLAS PEREOS, LTD.

24
25 By: 
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Sandra Martinez

1 CODE: 3370

2
3 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

4 IN AND FOR THE COUNTY OF WASHOE

5 JOHN ILIESCU, ET AL.,

6 Plaintiff,

7 vs.

Case No. CV07-00341

Dept. No. 10

8 MARK STEPPAN,

9 Defendants.

10 _____/

11
12 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**

13 A four day bench trial was conducted beginning on December 9, 2013, in the above
14 entitled matter. The Plaintiff, MARK B. STEPPAN ("Steppan") was suing to foreclose on a
15 mechanics lien for architectural services provided to, among other parties, the Defendants JOHN
16 ILIESCU, JR. and SONNIA ILIESCU, as Trustees of the JOHN ILIESCU, JR. AND SONNIA
17 ILIESCU 1992 FAMILY TRUST ("Iliescu"). The trial concluded on December 12, 2013. The
18 parties were permitted to submit post-trial briefs no later than January 3, 2014. Steppan and
19 Iliescu both submitted post-trial briefs. The transcript of the proceedings was available to the
20 Court at the end of February, 2014. The Court has received and reviewed all the exhibits
21 admitted during the trial, the testimony of the witnesses, the stipulations entered into by the
22 parties, and all of the other pleadings, papers, and orders previously entered in these proceedings
23 and makes the following findings of fact, conclusions of law and decision following bench trial
24 pursuant to NRCP 52.
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I. FINDINGS OF FACT

1. Iliescu owned four parcels of land in downtown Reno, Washoe County, Nevada, (“the property”) as more fully described by the parties in the TRIAL STIPULATION filed on December 6, 2013. Iliescu desired to sell and/or develop the property.
2. Illiescu retained the services of Richard K. Johnson (“Johnson”) to act as his broker in the sale and/or development of the property. Johnson has been licensed as a real estate broker for over 25 years. He has been a member of the Nevada Real Estate Commission and is a principle in the Johnson Group, a real estate firm in Washoe County, Nevada.
3. Johnson had worked for Illiescu for over five years. Johnson had sold property for Illiescu prior to the deal that became the subject of the matter *sub judice*. Johnson worked for Illiescu on a commission basis.
4. Johnson was in contact with Sam Caniglia (“Caniglia”) regarding the purchase of the property. Caniglia represented Consolidated Pacific Development, Inc. (“CPD”). CPD wanted to purchase the property and develop it by placing mixed-use structures on the land. The property would be both commercial and residential.
5. Johnson received a letter from Caniglia on behalf of CPD proposing a purchase of the property. The letter was marked and admitted as exhibit 66. Johnson had been speaking with Caniglia on behalf of Illiescu prior to the receipt of the letter. The letter describes the numerous “advantages” of dealing with CPD, including financing “tentatively arranged and * * * in place well before the project is approved (by the City of Reno)” and “Architect and Engineers in place ready to start work.” The parties agreed on a purchase price of \$7,500,000.00 and Illiescu would be entitled to a condominium in the development as well as other inducements. Illiescu and CPD executed numerous

1 addendums to the land purchase agreement that increased the sales price of the property
2 and provided additional inducements to Illiescu. Illiescu was represented by both
3 Johnson and legal counsel at various times during the negotiations for the sale of the
4 property.

5
6 6. The development contemplated by Illiescu, Caniglia, and CPD was known as Wingfield
7 Towers.

8 7. The sale of the property never came to pass. The property was in escrow on a number of
9 occasions and non-refundable deposits were paid to Illiescu; however, CPD and/or its
10 assigns were never able to secure funding for the purchase of the property or the
11 development contemplated thereon.

12 8. CPD transferred its interest in the property to Baty Schleming Investments, LLC
13 (“BSC”). Caniglia represented both CPD and BSC during times relevant to these
14 proceedings. Johnson believed that BSC and CPD were all the same people.

15
16 9. Steppan is, and at all times relevant to these proceedings was, an architect licensed to
17 practice in the State of Nevada. Steppan was employed at all times relevant to these
18 proceedings by the firm of Fisher Friedman Associates (“FFA”). FFA’s offices were in
19 California. Steppan was the only architect at FFA licensed to practice in Nevada. FFA
20 was an internationally recognized architectural firm. FFA had developed many mixed-
21 use, residential and commercial properties. Steppan was the project manager of the
22 Wingfield Towers project. Steppan provided project management and oversaw the staff
23 at FFA in preparing the instruments of service for the Wingfield Towers project.

24
25 10. Steppan entered into an AIA Document B141 Agreement (“the contract”) with BSC to
26 design Wingfield Towers. The contract had one addendum. Of note, the contract called

1 for an overall estimated construction cost of \$160,000,000.00. The addendum increased
2 the estimated construction cost to \$180,000,000.00. The Court finds that the later fee is a
3 conservative estimate given the scope of the project and the testimony of the witnesses
4 during the trial. The contract was signed by Steppan and BSC. Illiescu is not a party to
5 the contract. The responsibilities of the parties in the event of failure to complete the
6 project are clearly set out in § 1.3.8 of the contract.
7

8 11. Steppan would be paid based on a schedule established in § 1.5.1 of the contract.

9 Specifically, Steppan would be entitled to 5.75% of the total construction cost including
10 contractors profit and overhead. Steppan would earn his fee at the completion of five
11 separate stages of design and construction. Steppan would earn 20 % of his fee at the
12 completion of the schematic design phase (“SD”)(this stage includes the City of Reno
13 entitlement process); 22 % at the completion of the design development phase (“DD”);
14 40 % at the construction documents phase (“CD”); 1% at the bid/negotiate phase; and
15 17 % at the construction administration phase (“CA”). The criteria for the SD phase were
16 established § 2.4.2.1. The “cost of the work” as defined in § 1.3.1.1 of the contract is the
17 total cost or, to the extent the project is not completed, the estimated cost to the owner of
18 all the elements of the project designed or specified by the architect. The contract was
19 signed executed on October 31, 2005. There was an Addendum to the contract executed
20 on April 21, 2006. Steppan worked on the Wingfield Towers project prior to the signing
21 of the contract and the signing of the addendum. The parties were concerned about
22 losing the opportunity for certain entitlements on the project; therefore, Steppan worked
23 on an hourly basis pursuant to certain “stop gap” agreements entered into between
24 himself and Caniglia. The SD phase was completed and Wingfield Towers was able to
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1 secure the required entitlements and project approval from the Reno Planning
2 Commission and the Reno City Council.

3 12. Rodney Friedman ("Friedman") testified at the trial. Friedman is a principal at FFA. FFA
4 was a design consultant on the Wingfield Towers project. Friedman initially had contact
5 with Caniglia about the Wingfield Towers project. Friedman established that the 5.75%
6 fee was discussed from the inception of the project. The billing for the project was on an
7 hourly basis while the parties finalized the details of the contract.
8

9 13. Kenneth VanWoert ("VanWoert") testified at the trial. VanWoert is an architect. The
10 Court found that VanWoert was qualified to testify as an expert in the proceedings.
11 VanWoert reviewed all the work done by Steppan and determined that the SD phase of
12 the project had been completed. VanWoert opined that even though the documents were
13 "prepared" by a firm other than Steppan they would go toward the SD phase because the
14 design was done by Steppan. VanWoert opined that the instruments of service (those
15 items that represent the design of the building) were done by Steppan. VanWoert did
16 acknowledge that there were changes in the overall composition of the building (the size
17 and composition of units for example); however, these modifications did not alter his
18 belief that Steppan had completed the SD phase.
19

20 14. Illiescu was aware that the instruments of service were being produced. Illiescu may not
21 have known, at all times, Steppan's name; however, there is no doubt in the Court's mind
22 that Illiescu was aware of the work being done by Steppan (a third party) on behalf of
23 Caniglia, CPD and/or BSC. Specifically, Illiescu was present when a video showing the
24 impact of the project was shown to the Reno City Council. He was aware of the nature
25 and scope of the project to include the production of models and drawings that evidenced
26

1 how the buildings would look and the impact they would have on the surrounding
2 community. All of the instruments of service were produced by Steppan at or through
3 FFA.

4 15. Illiescu consented to the request and/or extension of the entitlements granted to build
5 Wingfield Towers. The entitlements were extended numerous times.

6 16. Steppan was not paid for his services as contemplated by the contract. There were
7 numerous emails sent to Caniglia and others detailing the failure to pay the sums due. On
8 November 7, 2006, Steppan filed a mechanic's lien against the property. Steppan did not
9 provide Illiescu with pre-lien notice. The lien was removed at the request of the
10 developers so the project could go forward before the Reno Planning Commission and/or
11 the Reno City Council for approval with no encumbrances on the property.

12 17. Illiescu acknowledged during the trial that in the land purchase agreement between
13 Illiescu and Caniglia, that Caniglia had the authority to act in a way that may expose the
14 property in question to a mechanics lien. *See*, exhibit 68, ¶31. Illiescu knew that there
15 would be architects, engineers, and other service providers in order to get the Wingfield
16 Towers process underway. Illiescu acknowledged that he was at the homeowner's
17 association meetings, *infra*, the Reno Planning Committee meeting and the Reno City
18 Council meeting regarding the Wingfield Towers project. Illiescu is an experienced real
19 estate owner. He is familiar with the notice of non-responsibility process and mechanic's
20 liens based on previous business dealings as a landlord.

21 18. Both Dr. John Illiescu and Sonnia Illiescu signed an "OWNER AFFIDAVIT" that were
22 part of the applications presented to the various agencies that evidence that Caniglia had
23 authorization to act as agent in the development of their property. The affidavits were
24 part of the applications presented to the various agencies that evidence that Caniglia had
25 authorization to act as agent in the development of their property. The affidavits were
26 part of the applications presented to the various agencies that evidence that Caniglia had

1 included along with the instruments of service produced by Steppan as part of the overall
2 application for Wingfield Towers. The affidavits were part of the Special Use Permit
3 Application and the Tentative Map & Special Use Permit Application. Ronald David
4 Snelgrove ("Snelgrove") was employed at Wood Rogers during the times relevant to
5 these proceedings. Snelgrove was present when Illiescu signed the affidavits. Snelgrove
6 discussed the project with Illiescu and showed him pictures from the instruments of
7 service. Illiescu was present with Snelgrove at downtown homeowner's association
8 meetings to discuss the impact of the Wingfield Towers project. During these
9 presentations a "PowerPoint" demonstration was shown with FFA and Steppan's name
10 present as the architects. The "fly through" of the impacted area and the "PowerPoint"
11 were admitted into evidence. Snelgrove was also present at a party thrown by Illiescu
12 after the successful presentation to the Reno City Council. Friedman and Steppan were
13 present at this party.
14

- 15
16 19. Steppan established that there were agreements between himself and the developer that
17 were outside both the contract and the "stop gap" agreement. These documents were
18 admitted at the trial. Steppan also established the billing system used by FFA during the
19 "stop gap" period and for the non-contract services provided. The description of the non-
20 contract services and the billing statements were admitted as exhibits 19 through 30.
21 Caniglia never objected to any of the billing provided by Steppan, to include the "stop
22 gap" billing and the non-contract services. Further, Caniglia never objected to the
23 amount of the mechanic's lien, *supra*. Steppan waived any right to additional fees that
24 may have been earned pursuant to § 1.3.8.7 as "Termination Expenses". Steppan is only
25
26

1 requesting payment for those sums due as a result of completing the SD phase of the
2 project and those other sums billed for non-contract services.

3 20. Steppan's first contact with Illiescu was during the special use permit application.
4

5 II. CONCLUSIONS OF LAW

- 6
- 7 1. "A mechanic's lien is a statutory creature established to help ensure payment for work or
8 materials provided for construction or improvements on land." In re: Fountainebleau Las
9 Vegas Holdings, 128 Nev. Adv. Op. 53, 289 P.3d 1199, 1210 (2012). The statutory
10 framework applicable to the mechanic's and material man's liens is codified in chapter
11 108 of the Nevada Revised Statutes.
- 12 2. "[T]he mechanic's lien statutes are remedial in character and should be liberally
13 construed." Leher McGovern Bovis, Inc. v. Bullock Insulation, Inc., 124 Nev. 1102,
14 1115, 197 P.3d 1032, 1041 (2008)(citing, Las Vegas Plywood v. D&D Enterprises, 98
15 Nev. 378, 380, 649 P.2d 1367, 1368 (1982)).
- 16 3. The legislative purpose behind the mechanic's lien is to ensure payment for services
17 provided. "[P]ublic policy strongly supports the preservation of laws which give the
18 laborer and material man security for their claims." Lehrer, 124 Nev. at 116, 197 P.3d at
19 1041(citing, Wm. R. Clarke Corp. v. Safeco Ins. Co., 15 Cal.4th 882, 64 Cal.Rptr.2d 578,
20 938 P.2d 372, 375-76 (1997)).
21

22
23 Underlying the policy in favor of preserving laws that provide contractors secured
24 payment for their work and materials is the notion that contractors are generally in
25 a vulnerable position because they extend large blocks of credit; invest significant
26 time, labor, and materials into a project; and have any number of workers vitally
depend upon them for eventual payment. We determine that this reasoning is
persuasive as it accords with Nevada's policy favoring contractors' rights to
secured payment for labor, materials, and equipment furnished.

Id.

- 1 4. "Substantial compliance with the technical requirements of the lien statutes is sufficient
2 to create a lien on the property where * * * the owner of the property receives actual
3 notice of the potential lien claim and is not prejudiced." Fronden v. K/L Complex, LTD.,
4 106 Nev. 705, 709, 800 P.2d 719, 721 (1990)(citing, Board of Trustees v. Durable
5 Developers, Inc., 102 Nev. 401, 410, 724 P.2d 736, 743 (1986)). Accord, Hardy
6 Companies Inc. v. SNMARK, LLC, 126 Nev. Adv. Op. 49, 245 P.3d 1149 (2010).
7
- 8 5. "The purpose of the pre-lien statute is to put the owner on notice of work and materials
9 furnished by *third persons* with whom he has no direct contact. If the owner fails to file a
10 notice of non-responsibility within the time provided in the law, *after knowledge of the*
11 *construction*, the statute provides that the construction is at the instance of the owner."
12 Fronden, 102 Nev. at 709, 800 P.2d at 721(citing, Matter of Stanfield, 6 B.R. 265, 269
13 (Bankr.D.Nev. 1980)(emphasis in the original).
14
- 15 6. "... [A]ctual knowledge requires that the owner has to have been reasonably made aware
16 of the identity of the third party seeking to record and enforce a lien." Hardy, 126 Nev.
17 Adv. Op. 49, 245 P.3d at 1157.
- 18 7. "The purpose underlying the notice requirement is to provide the owner with knowledge
19 that work and materials are being incorporated into the property. The failure to serve the
20 pre-lien notice does not invalidate a mechanics' or materialmen's lien where the owner
21 received actual notice." Fronden, 106 Nev. at 710, 800 P.2d at 721.
22
- 23 8. "Failure to either fully or substantially comply with the mechanic's lien statute will
24 render a mechanic's lien invalid as a matter of law." Hardy, 126 Nev. Adv. Op. 49, 245
25 P.3d at 1155 (citing, Schofield v. Copeland Lumber, 101 Nev. 83, 86, 692 P.2d 519, 521
26 (1985)).

- 1 9. “Fron den is still good law.” Hardy, 126 Nev. Adv. Op. 49, 245 P.3d at 1154. 2003 and
2 2005 legislative amendments to NRS chapter 108 have not altered the validity of the pre-
3 lien notice analysis previously announced by the Nevada Supreme Court. *See generally*,
4 Hardy, supra.
- 5 10. “An owner who witnesses the construction, either firsthand or through an agent, cannot
6 later claim a lack of knowledge regarding future lien claims.” Hardy, 126 Nev. Adv. Op.
7 49, 245 P.3d at 1157 (*citing, Fron den, supra*).
- 8 11. A contract that is unambiguous shall not be the subject of parole evidence. “Under the
9 parole evidence rule, extrinsic evidence cannot be introduced to aid the court in
10 interpreting a contract unless the contract contains ambiguities.” Margrave v. Dermody
11 Properties, Inc., 110 Nev. 824, 829, 878 P.2d 291, 294 (1994)(internal citations omitted).
12 “A contract is ambiguous when it is subject to more than one *reasonable* interpretation.”
13 Anvui, LLC v. G.L. Dragon, LLC, 123 Nev. 212, 215, 163 P.3d 405, 407
14 (2007)(emphasis added)(*citing, Shelton v. Shelton*, 119 Nev. 492, 497, 78 P.3d 507, 510
15 (2003)).
- 16 12. The Court finds that the contract admitted during the trial is clear on their face and
17 unambiguous in its terms. The Court further finds that the terms of that contract
18 contemplate Steppan being entitled to 20 % of 5.75 % of \$180,000,000.00 (the agreed
19 upon estimated cost of service) at the conclusion of the SD phase. The Court finds by a
20 preponderance of the evidence that the SD phase was completed. To interpret the
21 contract in any other way would be unreasonable. Steppan would have to wait until the
22 completion of all stages of the contract prior to determining the amount owed if the Court
23 were to give the terms the meaning suggested by Illiescu. Further, that would place the
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1 obligation to pay completely in the hands of the developer: should the developer
2 abandon the project at any time the actual amount of construction would never be known,
3 and Steppan would never be able to establish his lien amount. This is unreasonable. The
4 parties agreed on an approximate amount as the basis for the services provided. Further,
5 the Court finds that the parties contemplated an adjustment (up or down) depending on
6 the actual cost of the completed development. The Court finds that the \$180,000,000.00
7 estimate to be conservative based on the testimony of the experts at the trial. The Court
8 further finds that Steppan has proven the non-contract expenses by a preponderance of
9 the evidence. Steppan is entitled to those sums as more fully set out in the Second
10 Amended Notice and Claim of Lien filed with the Washoe County Recorder on
11 November 8, 2013, and admitted during the trial as exhibit 3. Steppan has established
12 that he is entitled to a mechanic's lien.
13
14

- 15 13. The Court finds by a preponderance of the evidence that Steppan has proven that Illiescu
16 was aware of the third party services he was providing. Illiescu was in attendance during
17 numerous presentations where the instruments of service containing Steppan's name were
18 presented. He personally saw the instruments of service. Illiescu negotiated repeatedly
19 for specific inducements in Wingfield Towers. Further, Illiescu knew that an architect
20 would be employed to design Wingfield Towers. Illiescu signed affidavits giving
21 Caniglia the right to negotiate on his behalf. While there was no pre-lien notice provided,
22 none was required.
23
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1
2 **IT IS ORDERED**, that the parties shall contact the Judicial Assistant for Department 10
3 within 5 days from the date of this ORDER to set a hearing to establish the final amount
4 owed as a result of the mechanic's lien, to include applicable interest.
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6 DATED this 28 day of May, 2014.

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8 DISTRICT JUDGE
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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 28 day of May, 2014, I deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached document addressed to:

C. Nicholas Pereos, Esq.
1610 Meadow Wood Lane, Suite 202
Reno, NV 89502

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe; that on the 28 day of May, 2014, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

MICHAEL D. HOY, ESQ.


Sheila Mansfield

4105

HOY CHRISSINGER & KIMMEL, PC

Michael D. Hoy (NV Bar 2723)
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Attorneys for: Mark B. Steppan

**In the Second Judicial District Court of the State of Nevada
In and for the County of Washoe**

MARK B. STEPPAN,

Plaintiff,

v.

JOHN ILIESCU, JR.; SONNIA SANTEE ILIESCU; JOHN
ILIESCU, JR. and SONNIA SANTEE ILIESCU, as
trustees of the John Iliescu, Jr. and Sonnia
Iliescu 1992 Family Trust,

Defendants.

And Related cross-claims and third-party
claims.

Consolidated Case Nos. CV07-00341 and
CV07-01021

Dept. No. 10

Hearing:

Thursday, June 12, 2014
2:30 P.M.

Hearing Brief Regarding Calculation of Principal and Interest

In its May 28, 2014 Findings of Fact, Conclusions of Law, and Decision ("Decision"), the Court ruled, "Steppan is entitled to those sums as more fully set out in the Second Amended Notice and Claim of Lien filed with the Washoe County Recorder on November 8, 2013 and admitted ruling the trial as exhibit 3." Decision, page 11, lines 10-12. The Decision further orders the parties to "set a hearing to establish the final amount owed as a result of the mechanic's lien, to include applicable interest." Decision, page 12, lines 3-4. This hearing brief addresses further proceedings in this case.

NRS 108.237(1) mandates entry of a judgment in favor of Plaintiff Mark B. Steppan to include the principal amount due, interest, costs, and reasonable attorney fees to prepare and record the lien, and to represent the lien claimant in proceedings under NRS Chapter 108. Each component of the judgment amount is addressed separately below.

A. Principal

The principal amounts due are based on invoices given for different billing matters. The Second Amended Notice and Claim of Lien ("Lien", Trial Exhibit 3) sets forth the accounting for amounts billed, payments received, and outstanding balances. The correct principal balance due is:¹

Sub-project:		Amount
0515	Primary Design Contract	\$1,639,130.00
0515-R	Reimbursable Expenses	\$2,976.23
0515-03	Church Parking Study	\$8,122.50
0515-05	City Staff Comment Studies	\$36,555.00
0515-06	Project video fly-through	\$66,620.00
Total principal:		\$1,753,403.73

¹ The Lien contains a clerical error. Under section 7-B of the Lien, the total billings for 0515-R (Reimbursable Expenses) is listed at \$35,585.27. However, on the summary page, the amount earned is listed at \$37,411.53. The correct total amount of

B. Prejudgment interest

Lien claimant proposes a total accrual of interest of \$2,402,982.20 through June 12, 2014, plus \$864.69 per day after June 12, 2014. The computations are set forth below:

Iliescu v. Steppan							
Principal and Interest Computation							
(Through June 12, 2014)							
Project	Date	Reference	Principal		Interest		
			Amount	Balance	Start Date	End Date	18%
0515-	06/20/06	Invoice 22385 (Restates Balance)		100,405.00	07/20/06	08/17/06	1,386.41
0515-	07/19/06	Invoice 22408 (Progress Billing)	100,395.00	200,800.00	08/18/06	09/21/06	3,366.84
0515-	08/23/06	Invoice 22430 (Progress Billing)	342,171.00	542,971.00	09/22/06	10/15/06	6,158.63
0515-	09/16/06	Payment	(50,000.00)	492,971.00	10/16/06	10/20/06	972.44
0515-	09/21/06	Invoice 22452 (Progress Billing)	342,171.00	835,142.00	10/21/06	11/23/06	13,591.08
0515-	10/25/06	Invoice 22468 (Progress Billing)	342,171.00	1,177,313.00	11/24/06	12/20/06	15,095.41
0515-	11/21/06	Invoice 22481 (Progress Billing)	461,817.00	1,639,130.00	12/21/06	06/12/14	2,206,762.96
							<u>2,247,333.77</u>
0515-R	08/23/06	Invoice 22432	523.70	192.93	09/22/06	10/20/06	2.66
0515-R	09/21/06	Invoice 22454	943.87	1,136.80	10/21/06	12/20/06	33.64
0515-R	11/21/06	Invoice 22484	1,153.00	2,289.80	12/21/06	01/20/07	33.88
0515-R	12/22/06	Invoice 22499	553.81	2,843.61	01/21/07	03/29/07	93.96
0515-R	02/28/07	Invoice 22518	132.62	2,976.23	03/30/07	06/12/14	3,861.60
							<u>4,025.73</u>
0515-03	07/19/06	Invoice 22410	6,730.00	6,730.00	08/18/06	10/21/06	212.41
0515-03	09/21/06	Invoice 22467	1,392.50	8,122.50	10/21/06	06/12/14	11,179.68
							<u>11,392.09</u>
0515-05	08/23/06	Invoice 22431	22,100.00	22,100.00	09/22/06	10/21/06	316.06
0515-05	09/21/06	Invoice 22453	10,675.00	32,775.00	10/21/06	11/24/06	549.54
0515-05	10/25/06	Invoice 22469	1,800.00	34,575.00	11/24/06	12/21/06	460.37
0515-05	11/21/06	Invoice 22482	1,980.00	36,555.00	12/21/06	06/12/14	49,214.05
							<u>50,540.02</u>
0515-06	11/21/06	Invoice 22498	66,620.00	66,620.00	12/21/06	06/12/14	89,690.60
							<u>89,690.60</u>
Project			Principal		Interest		
0515-			1,639,130.00		2,247,333.77		
0515-R			2,976.23		4,025.73		
0515-03			8,122.50		11,392.09		
0515-05			36,555.00		50,540.02		
0515-06			66,620.00		89,690.60		
			<u>1,753,403.73</u>		6/12/14	<u>2,402,982.20</u>	
Per Diem Interest							864.69
mdh: 6/10/14 1:30 PM							
HOY CHRISSINGER KIMMEL PC							

1 In order to compute interest, the Court must adopt an interest rate and date when
2 interest begins to accrue. NRS 108.237(2) provides that interest shall be computed based
3 upon:

4 (a) The rate of interest agreed upon in the lien claimant's contract; or

5 (b) If a rate of interest is not provided in the lien claimant's contract, interest
6 at a rate equal to the prime rate at the largest bank in Nevada, as ascertained
7 by the Commissioner of Financial Institutions, on January 1 or July 1, as the
8 case may be, immediately preceding the date of judgment, plus 4 percent, on
9 the amount of the lien found payable. The rate of interest must be adjusted
accordingly on each January 1 and July 1 thereafter until the amount of the
lien is paid.

10 Interest is payable from the date on which the payment is found to have been
due, as determined by the court.

11 Here, the lien claimant's contract provides for invoicing, and stipulates that unpaid
12 balances accrue interest at the rate of one and one-half percent per month,² starting 30
13 calendar dates after the invoice date. Trial Exhibit 6, § 1.5.8 (at page STEPPAN-007507).
14 Therefore, the lien claimant's proposed methodology for computing interest is to accrue
15 interest beginning 30 days after the invoice date of each outstanding invoice.

16 Simple interest versus compound interest. By fixing interest at one and one-half
17 percent per month, the lien claimant's contract arguably calls for interest that compounds
18 ever month. However, as a general rule, compound interest is disfavored in the law and
19 allowed only when a statute or agreement specifically allows for compound interest.

20 *Campbell v. Lake Terrace, Inc.*, 111 Nev. 1329, 1333, 905 P.2d 163, 165 (1995), *overruled on*
21 *other grounds*, *Aviation Ventures, Inc. v. Joan Morris, Inc.*, 121 Nev. 113, 110 P.3d 59 (2005).

22 ² If the Court determines that the contract is not applicable, the Court must compute
23 interest based on NRS 108.237(2)(b). The Court may take judicial notice of the
24 prime interest rate ascertained by the Commissioner of Financial Institutions. As of
25 January 1, 2014, the prime interest rate is 3.25 percent. Therefore, the interest rate
under NRS 108.237(2)(b) would be 7.25 percent.

1 Use of 365-day accounting year. There is support in the cases for use of a 360-day
2 accounting year to compute interest. To keep the computation as conservative (low) as
3 possible, lien claimant proposes use of a 365-day accounting period for purpose of
4 computing daily interest.

5 Computation of interest. The proposed computation of interest for each accrual
6 period is Outstanding Principal x Interest Rate (18% ÷ 365) x Days in the Accrual Period.

7 Spreadsheet. Schedule A was created as an Excel Spreadsheet. The spreadsheet is
8 available to the Court and opposing counsel to inspect the formulas or change assumptions.

9 Evidence. The invoices are in evidence. The Court can determine the due date for
10 each invoice. The lien holders contract is in evidence. The Court can determine the
11 applicable interest rate and accrual of interest. If necessary under NRS 108.237(2)(b), the
12 Court may take judicial notice of the prime interest rate for purposes of determining the
13 legal interest rate for prejudgment interest.
14

15 **C. Costs**

16 NRS 108.237(1) provides that the lien claimant may recover (a) “the cost of
17 preparing and recording the notice of lien, including without limitation, attorney’s fees”
18 and (b) the costs of the proceedings, including, without limitation, reasonable attorney fees,
19 the costs for representation of the lien claimant in the proceedings, and any other amounts
20 as the court may find to be justly due and owing to the lien claimant.” The lien statute does
21 not specify the procedure for seeking costs under NRS 108.237(1).
22

23 A more general statute, NRS 18.020 provides for an award of costs (defined in NRS
24 18.005) in certain cases. Under NRS 18.110, the prevailing party must file a verified
25 memorandum of costs within five days after entry of judgment. The opposing party then

1 has just three days to file a motion to retax costs on two days' notice of a hearing. NRS
2 18.110 gives the Court discretion to extend the five-day filing period for the memorandum
3 of costs, but not the three-day period within which to file a motion to retax the costs. If
4 there is no motion to retax costs, the clerk may include the costs in the judgment. NRS
5 17.190(2) ("If costs are not ascertained or included in the judgment at the time of entry, the
6 clerk shall, within 2 days after costs are ascertained, insert the same in a blank left in the
7 judgment for that purpose and shall make a similar insertion of costs in the copies and
8 docket of the judgment.")³

9
10 Lien claimant submits that the cost statute in the lien statute controls, and that the
11 lien claimant is entitled to all costs, not just those defined in NRS 18.005. Further, lien
12 claimant submits that the Court may properly allow a motion for costs, rather than a
13 memorandum of costs. The motion would follow the normal local rules for briefing.

14 At present, the Court has not yet entered a "judgment." Steppan is prepared to
15 timely file a Memorandum of Costs or to file a motion for costs under NRS 108.237(1).

16 **D. Attorney fees**

17 NRS 108.237(1) provides for an award of reasonable attorney fees to a prevailing
18 lien claimant. The statute does not set forth a procedure for requesting attorney fees.
19 NRCP 54(d)(2) provides that a claim for attorney fees must be made by motion to be filed
20 no later than 20 days after notice of entry of judgment. Once the Court enters judgment,
21 Steppan will move for attorney fees.

22
23 **E. Enforcement of judgment.**

24 NRS 108.239(10) provides,

25 ³ In the age of electronic court records, this process becomes cumbersome for the clerk.

1 On ascertaining the whole amount of the liens with which the property is
2 justly chargeable, as provided in NRS 108.221 to 108.246, inclusive, the court
3 shall cause the property to be sold in satisfaction of all liens and the costs of
4 sale, including all amounts awarded to all lien claimants pursuant to NRS
108.237, and any party in whose favor judgment may be rendered may cause
the property to be sold within the time and in the manner provided for sales
on execution, issued out of any district court, for the sale of real property.

5 In other words, the judgment entered in this case can be enforced like any other judgment.
6 A judgment for money becomes a judgment lien on all real property in the county where an
7 abstract of the judgment is recorded. NRS 17.150(2). A judgment lien “attaches” only upon
8 recordation of the abstract.⁴ A mechanics lien, on the other hand, attaches when recorded.
9 In this case, the Notice and Claim of Lien attached on November 7, 2006. Trial Exhibit 1.

10 The execution and sale procedures in NRS Chapter 21 include (1) Notice of
11 Execution (NRS 21.075), (2) Notice of Sale (NRS 21.130), (3) an auction (NRS 21.150), (4)
12 issuance of a “certificate” from the sheriff or other officer conducting the sale transferring
13 the judgment debtor’s interest in the property to the buyer (NRS 21.190). Following the
14 sale, the judgment debtors (and junior lienors) have the right to “redeem” the property by
15 paying the buyer the purchase price and other costs (NRS 21.210). If the property is not
16 redeemed, the buyer at the foreclosure sale is entitled to a sheriff’s deed conveying the land
17 (NRS 21.220(4)).
18
19
20
21
22
23

24 ⁴ Thus, a property owner can defeat a judgment lien by selling or encumbering the
25 property before entry and recordation of the judgment. That practice is typically
subject to avoidance powers under the Fraudulent Transfers Act, NRS Chapter 112.

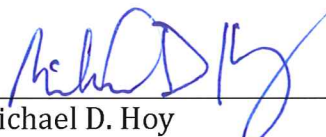
1 If the sales proceeds exceed the amount of the judgment, any excess proceeds must
2 be paid to the property owners. NRS 108.239(11). However, if the sale proceeds are
3 insufficient to satisfy the judgment, then the lien claimant is entitled to a personal judgment
4 against a land owners, so long as the land owner was personally summoned or has
5 appeared in the action. NRS 108.239(12).

6 **Privacy Certificate**

7 Undersigned certifies that the foregoing brief does not contain any social security
8 numbers.

9 Dated June 10, 2014.

HOY CHRISSINGER KIMMEL, PC

11 
12 Michael D. Hoy
13 Attorneys for Mark B. Steppan

14 **Certificate of Service**

15 Pursuant to NRCP 5(b), I certify that I am an employee of Hoy Chrissinger Kimmel,
16 PC and that on June 10, 2014, I electronically filed a true and correct copy of the forgoing
17 brief with the clerk of the court using the ECF system, which served the following counsel
18 electronically: Gregory Wilson, Alice Campos Mercado, Thomas Hall, Stephen Mollath, and
19 David Grundy. I also hand-delivered a true and correct copy of this brief to:

20 C. Nicholas Pereos
21 1610 Meadow Wood Lane
22 Reno, Nevada 89502

23 Dated June 10, 2014.

24 
25 Shondel Seth

CASE NO. CV07-00341 **MARK STEPPAN VS. JOHN ILIESCU, ETAL**

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

6/12/14

HONORABLE

ELLIOTT A.

SATTLER

DEPT. NO. 10

M. Merkouris

(Clerk)

L. Urmston

(Reporter)

**HEARING ON FINAL AMOUNT OWED, PURSUANT TO THE ORDER FILED ON
MAY 28, 2014**

2:30 p.m. – Court convened.

Michael Hoy, Esq., and Theodore Chrissinger, Esq., were present on behalf of the Plaintiff. C. Nicholas Pereos, Esq., was present on behalf of the Defendants. Mr. and Mrs. Iliescu were also present, seated in the gallery.

COURT reviewed the procedural history of the case; and he further noted that he has reviewed the Hearing Brief Regarding Calculation of Principal and Interest, filed on June 10, 2014.

Counsel Pereos advised the Court that he feels the principal amount will be determined by the exhibits, and the issue will be the interest; and he further presented argument regarding the interest.

Counsel Hoy responded; and he presented argument regarding the principal and interest.

Counsel Pereos replied.

Counsel Hoy further responded.

Discussion ensued between the Court and respective counsel regarding a briefing schedule on the issue of fees and costs.

COURT ORDERED: Counsel Hoy shall file a brief on attorney fees (along with a proposed order) by 5:00 p.m. on June 20, 2014; counsel Pereos shall file a response by 5:00 p.m. on July 11, 2014. Counsel Hoy shall file a reply, contemporaneously with a request for submission, by 5:00 p.m. on July 21, 2014.

COURT FURTHER ORDERED: If respective counsel feel it is also necessary to brief the issue of costs, that briefing schedule shall be exactly the same as the attorney fee briefing schedule.

COURT advised respective counsel that once he has reviewed the submitted briefs, he will set a hearing if he feels that oral arguments are necessary.

3:13 p.m. – Court concluded and stood in recess.

1 CODE: 4185
LORI URMSTON, CCR #51
2 Peggy Hoogs & Associates
435 Marsh Avenue
3 Reno, Nevada 89509
(775) 327-4460
4 Court Reporter

5
6 SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF WASHOE

8 HONORABLE ELLIOTT A. SATTLER, DISTRICT JUDGE
9

10 MARK STEPPAN,

11 Plaintiff,

Case No. CV07-00341

12 vs.

Dept. No. 10

13 JOHN ILIESCU, et al.,

14 Defendants.
-----/

15
16
17 TRANSCRIPT OF PROCEEDINGS

18 HEARING

19 JUNE 12, 2014; TUESDAY

20 RENO, NEVADA
21
22
23

24 Reported by:

LORI URMSTON, CCR #51

APPEARANCES:

For the Plaintiff:

MICHAEL D. HOY, ESQ.
THEODORE E. CHRISSINGER, ESQ.
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For the Defendants:

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C. Nicholas Pereos, Ltd.
1610 Meadow Wood Lane
Suite 202
Reno, Nevada 89502

1 RENO, NEVADA; THURSDAY, JUNE 12, 2014; 2:35 P.M.

2 --oOo--

3 THE COURT: This is CV07-00341, Mark Steppan versus
4 John Iliescu, et al. Mr. Steppan is not present. He
5 is represented by Mr. Hoy.

6 Mr. Hoy, who do you have with you?

7 MR. HOY: My partner, Theodore Chrissinger, is with
8 me today.

9 THE COURT: Mr. Chrissinger, nice to meet you.

10 MR. CHRISSINGER: Nice to meet you, Your Honor.

11 THE COURT: The Iliescus, Dr. and Sonnia Iliescu,
12 are present in court in the gallery with their
13 attorney, Mr. Pereos. Good afternoon to all of you.

14 The purpose of today's hearing was to set the final
15 decree and order based on the Court's Findings of Fact,
16 Conclusion of Law and Decision entered on May 28th of
17 2014. So what I did is I entered the Findings of Facts
18 and Conclusions of Law and the Decision regarding the
19 bench trial that was conducted late last year.

20 However, I thought there might be some issues that
21 needed to be raised regarding the computation of
22 interest, how that interest would be determined, and so
23 I wanted to give the parties at least the opportunity
24 to address the Court about any issues associated with

1 the judgment. We're not going to obviously address the
2 findings of facts or conclusions of law at this point.
3 Those have been set.

4 Mr. Hoy on June 10th of 2014 filed a hearing brief
5 regarding calculations of principal and interest. And
6 I actually did go back and I remembered in Mr. Hoy's
7 trial statement that he had provided a judgment decree
8 and order for foreclosure of mechanic's lien, so I went
9 back and pulled that out as well. I got that this
10 morning when I came in.

11 So, Mr. Pereos, do you have a copy of Mr. Hoy's
12 hearing brief regarding the calculations of principal
13 and interest?

14 MR. PEREOS: Yes, Your Honor. We got it late
15 Tuesday.

16 THE COURT: And is there anything about it that you
17 would like to address, again, noting-- and I don't
18 expect obviously that you're in agreement with the
19 findings of fact and conclusions of law, but
20 specifically regarding the brief itself or the
21 calculation of principal and interest, are there any
22 issues that you would like to raise for the Court?

23 MR. PEREOS: Yeah, the issue that I would like to
24 address is as it relates to the principal amount.

1 That's pretty well going to be defined by the exhibits.
2 In other words, they're going to speak for themselves
3 on that. It's the interest issue. I haven't had a
4 chance to go through the numbers on the interest.

5 I understand that the methodology used by Mr. Hoy
6 was that as the bills came out, within 30 days the
7 interest started to accrue. Where I got a little
8 confused was the application of the payments, because
9 there were payments being made towards the accounts.
10 And then I didn't get a chance yet to run those
11 interests out in terms of a daily basis to get it to
12 the point where he's at now.

13 He's also working on the premise that the interest
14 of 18 percent also goes back to the date of the
15 contract being October 11th which would actually be
16 when the billing occurred, because the billing occurred
17 between October 11th and the signing of the contract
18 with the delivery of the contract on April 26th, 2006.
19 Okay. And that's an issue that I would like to
20 address.

21 THE COURT: Okay. Go ahead.

22 MR. PEREOS: Well, as it relates to the interest
23 computed at 18 percent, on that we do not agree that
24 the interest computes at 18 percent, because the

1 contract was not signed until April 26th. Okay. And a
2 lot of these billings were prior to the signing of the
3 contract on April 26th.

4 In connection with the amounts that were paid on
5 that, I'm discerning from his numbers that he took a
6 deduction from the original amount of the balance for
7 those payments. Now, that I'm simply assuming. I
8 assume that was the situation on that. And I didn't
9 get an idea of the total amount that constitutes the
10 payment that was made and where it was applied per the
11 billing.

12 Is this making sense to the Court?

13 THE COURT: Somewhat. I'm reviewing the
14 spreadsheet that was provided on page 3 by Mr. Hoy and
15 I'm not-- you kind of lost me there.

16 MR. PEREOS: Well, you see like, for instance--
17 Okay. Let's talk about Project 0515.

18 THE COURT: Right. That's the project itself.

19 MR. PEREOS: That's the main project itself. Okay.
20 And let's go to invoice 22430.

21 THE COURT: Okay.

22 MR. PEREOS: Face amount of 342,171. Balance,
23 42,971. So there I'm simply working on the assumption
24 that he applied a payment of approximately 300,000,

1 thereabouts, but there's no documentation. I don't
2 know where-- what the payment was. That's where my
3 confusion comes in.

4 THE COURT: So if we look above it at the first
5 entry, the original balance from June 20th, 2006 is
6 \$100,000-- or \$100,405. Then the next entry is
7 July 19th of 2006. And the-- it's progress billing.
8 And so that's another 100,395. So you add those two
9 together and come up with \$200,800.

10 MR. PEREOS: Okay.

11 THE COURT: Then the next billing is August 23rd of
12 2006. And that's the invoice that you're referring to,
13 Invoice No. 22430 in the amount of \$342,171. You add
14 that to the previous balance of \$200,800 and you come
15 up with \$542,971.

16 Is that right, Mr. Hoy? Am I reading that
17 correctly?

18 MR. HOY: Yes, Your Honor.

19 THE COURT: My wife sometimes doesn't let me touch
20 the checkbook, so I have to be very cautious about the
21 way I look at this, so I want to make sure that I'm
22 looking at it correctly.

23 So the balance column is just adding the previous
24 amount to the new billing amount. And then we see on

1 September 16th of 2006 a payment in the amount of
2 \$50,000 that reduces the balance to \$492,971.

3 MR. PEREOS: Okay. Now, with that-- And I
4 apologize. I misread that number. I thought it was
5 42. My glasses weren't sharp enough to see the 3. I
6 thought the 3 was a dollar sign on that.

7 It's my information and understanding that I
8 believe the invoices show-- And I don't have them in
9 front of me right now. --that there was approximately
10 435,000 paid to the entire work performed. And how it
11 was applied I don't know. That's what-- where my
12 confusion comes in.

13 THE COURT: Okay. Mr. Hoy, would you like to
14 address there?

15 MR. HOY: Yes. Thank you very much, Your Honor.
16 And I would like to at the appropriate time address
17 Mr. Pereos' argument about what interest rate to use,
18 whether or not the contract interest rate is applicable
19 or not. But let me just get to the mechanics of this
20 spreadsheet.

21 The Court may recall, as it said in the findings of
22 fact, that there was this stopgap concept where the
23 architect started billing for work performed and then
24 at a certain point when they signed the formal

1 agreement they said, "Okay. Now we're going to bill
2 based on a percentage of each phase of the overall
3 fee."

4 And at that point in time the invoicing switched
5 from one methodology to the next.

6 THE COURT: From hourly to the percentage.

7 MR. HOY: Correct. So Exhibit 24 has all of these
8 invoices on an hourly basis. And then Exhibit 25 makes
9 the switch. And it's got all the invoices based on a
10 percentage completion. So if the Court looks in
11 Exhibit 25-- And I have a courtesy copy here.

12 THE COURT: I don't have all my binders with me.
13 They're, I think, somewhere in the office. Do you have
14 a copy for me?

15 MR. HOY: Yes. Maybe I can just explain it and
16 then I can walk it up to you.

17 THE COURT: Why don't we do this. Just everybody
18 stand by for a second. I'll just go in and get it,
19 because I think I know exactly where it is. So it's
20 Exhibit 24 and 25, correct?

21 MR. HOY: Yes Your Honor.

22 (Pause in proceedings.)

23 THE COURT: Okay, Mr. Hoy. Exhibit 24, I'm there.

24 MR. HOY: Let's go to Exhibit 25, please.

1 THE COURT: Okay.

2 MR. HOY: So the first invoice in Exhibit 25 is
3 22384 dated March 18th, 2006. And all it says--

4 THE COURT: May 18th. You said "March."

5 MR. HOY: I'm sorry?

6 THE COURT: You said "March 18th of 2006." It's
7 dated May 18th of 2006.

8 MR. HOY: I apologize, Your Honor. It is May 18th,
9 2006.

10 And that invoice simply says that 20 percent of the
11 overall fee is for the schematic design phase and at
12 this point in time 23.25 percent is completed;
13 therefore, the fee earned is \$481,275.

14 If you go to the very next invoice in Exhibit 25,
15 it's invoice 22385, June 20th, 2006. And this has the
16 same fee earned except on the second page of that
17 invoice, which is Bates numbered Steppan 7602, you then
18 see all of the payments that Mr. Pereos was referring
19 to. And so there's a net number there after
20 application of those payments, a net amount due of
21 100,400-- I'm sorry. --\$100,405.

22 So to simplify the interest computation, Your
23 Honor, rather than go back and try and sort out whether
24 any interest was accruing during any time prior to this

1 invoice, the June 20th, 2006 invoice-- I look at the
2 invoice as strictly being a restatement of what our
3 balance is due today. And because I looked at it as a
4 restatement of what the balance is due today, the
5 architect was not billing for any accrued interest to
6 that point, so I don't-- with all respect to my client,
7 I don't think it would be fair to ask for interest
8 prior to June 20th, 2006.

9 THE COURT: And that's even reflected under the
10 aged receivables notation in the June 20th, 2006
11 invoice, that it's not showing that it's past due, it's
12 just basically you're starting the clock as of
13 June 20th of 2006.

14 MR. HOY: Correct. And so if you go to the
15 spreadsheet that's included in that hearing brief, the
16 first entry for the main project is that invoice. And
17 it says right there on the spreadsheet, invoice 22385
18 restates balance of \$100,405. So we begin the accrual
19 of interest from 30 days after the date of that invoice
20 pursuant to the contract. So our beginning date for
21 accrual of interest is simply July 20th, 2006.

22 So that's how we have-- that's how I answered
23 Mr. Pereos' question about whether we were giving
24 credit for the payments or accruing interest and all of

1 that. The simple answer is credit was given for the
2 payments, interest doesn't begin to accrue until that
3 point in time when we've just restated the balance and
4 started over.

5 THE COURT: Okay. Thank you, Mr. Hoy.

6 Go ahead. Mr. Pereos, is there something else you
7 want to add?

8 MR. PEREOS: No. Actually he explained to me how
9 he came about doing this. Now I understand where the
10 credits got applied. They got applied before they got
11 posted on the schedule. Now I understand that.

12 THE COURT: And I appreciate it more as well,
13 Mr. Hoy, so thank you. Maybe you're the only person
14 who gets to have the checkbook in your family.

15 Mr. Pereos, anything else that you would like to--

16 MR. PEREOS: No, other than that interest issue
17 which Mr. Hoy seeks to address.

18 THE COURT: Go ahead, Mr. Hoy, regarding the
19 interest being either the statutory rate or the
20 contract rate.

21 MR. HOY: That's right, Your Honor. The contract
22 rate is one and a half percent per month or 18 percent
23 per year. And, again, that's plainly stated in Section
24 1.5.8 of the contract, which is trial Exhibit No. 6.

1 THE COURT: And I've got that literally right in
2 the front of me. I was going to that section right
3 now. Hold on.

4 MR. HOY: It's Bates number Steppan 7507.

5 THE COURT: Right here, 1.5.8 on page 10, Steppan
6 7507. Okay. I'm there.

7 MR. HOY: Okay. Section 1.5.8.

8 THE COURT: That's correct.

9 MR. HOY: So that's the contract interest rate.
10 And as I understand Mr. Pereos' argument, he says,
11 well, the contract wasn't signed until after some of
12 these invoices were issued. And I'm not sure that's
13 quite right as a matter of fact, but as a matter of
14 law-- And we discussed this during the trial. As a
15 matter of law parties are free to set forth any
16 effective date of a contract that they want. And the
17 first page of Exhibit 8 says this contract is effective
18 October 31st, 2005.

19 THE COURT: That relates everything basically back
20 into the contract.

21 MR. HOY: Correct, Your Honor.

22 THE COURT: Go ahead.

23 MR. HOY: So that's why we think that the contract
24 rate applies here to all of the invoices that are shown

1 on the spreadsheet.

2 And there is one minor point that Mr. Pereos didn't
3 actually raise, but I would like to make sure we have a
4 record on this. We have the main contract, 0515, and
5 we've got the reimbursables invoicing. That's also
6 under the main contract 0515-R. And then we've got
7 these add-ons. And the contract has some provisions
8 that bring those add-ons into the main contract. And,
9 again, those are Sections 1.3.3.1. And then Section
10 1.5.2 essentially is the Court's authority, legal
11 authority, to show-- or to find that all of the
12 invoices, even for the subprojects, fall within the
13 gamut of the primary contract here for purposes of
14 determining interest and compensation generally.

15 THE COURT: I have reviewed that section again,
16 1.3.3.1. And the other section was 1.5.2, if I
17 remember correctly?

18 MR. HOY: Yes, Your Honor.

19 THE COURT: Okay. Mr. Pereos, anything else?

20 MR. PEREOS: Yeah. Let's talk about those-- the
21 other invoices that don't fall within the purview of a
22 fixed 20 percent of the total contract amount as being
23 ancillary invoices.

24 THE COURT: So you're talking then about the church

1 study, the city staffing, the fly-by?

2 MR. PEREOS: 0515-3, 0515-05 and 0515-06, the
3 church study, the parking study and the fly-by or the
4 fly-through.

5 THE COURT: I think the church study and the
6 parking study are the same thing. And then there's the
7 city staffing issues, if I remember correctly, is one
8 of them.

9 Wasn't the issue that the church needed-- they were
10 going to put additional parking in the church--

11 MR. PEREOS: For the benefit of the church.

12 THE COURT: Right. So I think that's the church
13 study.

14 Am I correct, Mr. Hoy, or am I remembering that
15 inaccurately?

16 MR. HOY: That's correct.

17 THE COURT: And then there was the city staffing
18 issues that they assisted with and then finally the
19 fly-by that we saw played during the trial.

20 Go ahead, Mr. Pereos.

21 MR. PEREOS: Now, what counsel is suggesting is
22 he's suggesting that that falls within the purview of
23 the 18 percent number under the contract on that. But
24 if you look at the contract, the contract basically

1 says under its provisions 1.3.3 and 1.5.2 that what is
2 happening is the architect may be engaged to perform
3 additional work for which he's to receive compensation.
4 That then takes us back to the letter engagements that
5 went back whereby the architect agrees to be paid on an
6 hourly basis for that work. In fact, the invoices were
7 based upon an hourly basis for charging them on that.

8 And what I'm submitting is that the basis for the
9 compensation to the architect goes back to the
10 engagement letters for this particular work. It does
11 not go back to necessarily the contract accruing at
12 18 percent.

13 THE COURT: But then wouldn't the interest rate be
14 the interest rate-- the second interest rate that is
15 suggested by Mr. Hoy which is-- I forget the number
16 over the prime rate.

17 MR. PEREOS: Right.

18 THE COURT: Under NRS 108.237 1(a) and (b)--
19 Wait. Hold on. I'm looking at the wrong thing.

20 MR. PEREOS: I know what Mr. Hoy is referring to.
21 He's referring to the statutory interest rate dictated
22 by the mechanic lien statute.

23 THE COURT: I apologize. It's 108.237, subsection
24 2. And so based on that argument, wouldn't the

1 interest rate possibly be higher? Do we know?

2 MR. PEREOS: I don't know.

3 THE COURT: Do we know which is a greater interest
4 rate? For some reason I would hazard a guess that the
5 interest rate if you calculated it on those, as you'll
6 refer to them, ancillary projects-- if we use 108.237,
7 subsection 2(b), it would be higher than if we used
8 2(a), but I don't know.

9 Mr. Hoy, what do you say?

10 MR. HOY: No, the contract interest rate is
11 18 percent per year. The legal rate under Chapter 108
12 as of today would be 3 over-- I'm sorry. --4 over
13 prime, prime rate. According to the Department of
14 Financial Institutions, today it is 3.25 percent.

15 THE COURT: So it is a little different.

16 MR. HOY: So it would be 7.25 percent as opposed to
17 18 percent.

18 THE COURT: Not just a little bit but it's
19 significantly different. But that's on the ancillary--
20 He's arguing only the ancillary contract.

21 So what's your response to that, Mr. Hoy?

22 MR. HOY: I disagree with the argument because
23 Section 1.3.3.1 talks about changes in services of the
24 architect and basically says that there will be in

1 effect a change order and that the change order is
2 compensated the way the parties agree that it's going
3 to be compensated. And then in 1.5.2 the contract
4 reads, "If the services of the architect are changed as
5 described in Section 1.3.3.1, the architect's
6 compensation shall be adjusted. Such adjustment shall
7 be calculated as described below or if no method of
8 adjustment is indicated in this Section 1.5.2 in an
9 equitable manner."

10 Now, the architect's compensation is set forth in
11 those so-called ancillary letter agreements, but they
12 all come within the purview of the general compensation
13 rules in the master agreement. And one of those master
14 agreement rules is Section 1.5.8 which says that
15 invoices that are 30 days out accrue interest at
16 18 percent.

17 THE COURT: Tell me this, Mr. Hoy. Regarding
18 Section 1.5.2, it says, as you've just noted, "If the
19 services of the architect are changed as described in
20 Section 1.3.3.1, the architect's compensation shall be
21 adjusted. Such adjustment shall be calculated as
22 described below."

23 So let's just take the beginning portion of that
24 sentence. "Such adjustment shall be calculated as

1 described below."

2 But there is no description below, correct?

3 MR. PEREOS: Correct.

4 THE COURT: That's what-- It's either there is a
5 description below-- And by "below" I think it's
6 reasonable to infer that that means below in the
7 contract. Anything that comes after 1.5.2 is below.
8 Or in an equitable manner. But then we need to look at
9 Exhibit A, correct?

10 MR. HOY: Correct.

11 THE COURT: Okay. So hold on. Let me get to
12 Exhibit A. Where is Exhibit A?

13 MR. HOY: It's trial Exhibit 7, Your Honor. It's
14 actually called Addendum A.

15 THE COURT: Thank you.

16 Okay. Here we go.

17 And where is it that we're-- Oh, it's under 1.5.2
18 in trial Exhibit No. 7; is that correct? No.

19 MR. HOY: It should be, but I don't see a 1.5.2 in
20 trial Exhibit 7.

21 THE COURT: I agree. That's why I'm getting a
22 little bit confused.

23 MR. HOY: I suppose the amount of the principal
24 would be set forth in each of these separate letter

1 agreements. So, for example, trial Exhibit 20 is the
2 letter agreement for the church parking studies
3 agreement. And that trial exhibit says that we'll use
4 our hourly billing rate and then we'll get our
5 reimbursable expenses with the 15 percent markup. And
6 then the master fee schedule is attached.

7 THE COURT: I've got it. We're looking at Exhibit
8 No. 20 which is three pages long. Okay.

9 MR. HOY: So if you go back to Section 1.3.3.1 of
10 trial Exhibit 6--

11 Yeah, they don't really connect. It says in
12 1.5.2-- Oh, yeah, sure it does. 1.5.3 says, "For a
13 change in services of the architect's consultants"--

14 Oh, that's for subconsultants. That would not
15 apply.

16 1.5.4 is reimbursable expenses. Other reimbursable
17 expenses is 1.5.5.

18 Well, I would have to concede it's imperfect
19 drafting, Your Honor.

20 THE COURT: Well, then if it's imperfect drafting--
21 But we do know that in-- Let me get back to it.

22 The way this contract is written I got mixed up
23 there.

24 Okay. So if it's imperfect drafting-- But then it

1 says it's either-- under 1.5.2, either the amount
2 that's determined-- the amount calculated below or no
3 method of adjustment is indicated in the section in an
4 equitable manner-- Would it be more equitable then
5 regarding the ancillary items, as Mr. Pereos is
6 referring to them, to use the interest rate calculated
7 pursuant to NRS 108.237, subsection 2(b) which is lower
8 than the interest rate in 2(a)?

9 MR. HOY: Equity is in the eyes of the court, I
10 believe, Your Honor.

11 THE COURT: I understand the point that you're
12 making, Mr. Hoy. Given the way the trial resulted, I
13 think that equity-- it would certainly be equitable to
14 base the interest rate in these-- under these
15 circumstances and based on the confusion that is
16 created by that term and that term alone in the
17 contract to use the lower of the two interest rates for
18 those ancillary services.

19 I do want to make it very clear that the Court is
20 not finding that the contract is vague, ambiguous or
21 confusing. That one clause is somewhat ambiguous, but
22 that's-- the Court still finds that the contract
23 regarding the salient issues that were the subject
24 matter of the trial is not vague or ambiguous. So I'm

1 not changing anything that I had in the order, but I do
2 think that one issue is somewhat ambiguous and can be
3 resolved simply by using the interest rate in NRS
4 108.237, subsection 2(b), to calculate the appropriate
5 interest on those items.

6 Is there anything else you want to raise,
7 Mr. Pereos?

8 MR. PEREOS: No, except in reading Mr. Hoy's brief
9 he's indicated that he'll be taking a position and
10 seeking reimbursement for his costs and attorney's fees
11 and I don't know how the Court wants to address that
12 before we get to the final judgment.

13 THE COURT: Well, I believe that Mr. Hoy is correct
14 that that motion gets filed after the final judgment is
15 entered. Am I wrong about that? I think that's what
16 the statute contemplates.

17 MR. HOY: That's what the statute contemplates,
18 Your Honor. I've had a short discussion with counsel.
19 Maybe to keep the record cleaner, it might make sense
20 to have briefing on the costs and the attorney fees and
21 then just have one final judgment rather than having a
22 civil judgment entered followed by another order that
23 adds interest to it, commanding the clerk to add the
24 interest, commanding the clerk to add costs, commanding

1 the clerk to add attorney fees.

2 THE COURT: Attorney fees after that as well.

3 What would be the most efficient way, Mr. Hoy, for
4 me to make sure that that happens? I have done my best
5 to make sure that this whole proceeding went in an
6 efficient way.

7 I do think that it's appropriate for me to
8 apologize both to Mr. Hoy, to Mr. Steppan, Mr. Pereos
9 and Dr. Iliescu and Mrs. Iliescu. The reason that it
10 just took a little bit longer to get this order out was
11 really solely my responsibility and no one else's. We
12 did have to wait and got the transcripts in February.
13 I thought it was important for me to review all of the
14 transcripts and it was also important for me to go
15 through and review all of the exhibits again prior to
16 making the final determination.

17 So I know it took a little bit longer than I think
18 all the parties wanted. And that responsibility rests
19 solely at my feet. But the reason it did is I wanted
20 to make sure that I read everything and was not just
21 going off my notes that I drafted during the trial but
22 was able to compare my notes to what the testimony was
23 and compare it back to the exhibits. And it actually
24 took a lot longer to do than I think I anticipated.

1 So I do apologize to everybody for taking a little
2 bit longer than I-- not a little bit, but taking longer
3 than I had suggested it would take me to do the order.
4 And then also I had one other huge case that was going
5 at the same time, so I was kind of doing a couple
6 things at once that were both time consuming and labor
7 intensive. But I do apologize to the parties and to
8 counsel for not holding myself maybe to the line as
9 much as I would have held the parties to the line if I
10 could have done so. So I do apologize for that.

11 What's the best way for me to accomplish that,
12 Mr. Hoy, to accomplish the end that we seek to achieve,
13 that is, efficiency and less paper?

14 MR. HOY: This would be my proposal, Your Honor,
15 with respect to costs, that the Plaintiff Steppan make
16 a motion for costs under Chapter 108 and file that no
17 later than next Friday. In the meantime, counsel can
18 meet and confer to find out if there's any
19 documentation that Mr. Pereos and his client would like
20 to audit. And hopefully if there's any dispute at all
21 about the costs, we can narrow that down pretty
22 readily.

23 One of the issues here is my clients had two sets
24 of lawyers and so I've got the billing records for

1 Ms. Kern, Gayle Kern, who represented Steppan from the
2 outset of this case. And so there are some
3 circumstances where I'm working off of her accounting
4 documents and I may need to go back and get supporting
5 invoices if Mr. Pereos wants to audit those.

6 THE COURT: Do you think a week then is enough
7 time?

8 MR. HOY: It is from my perspective. I don't know
9 about Mr. Pereos' calendar.

10 THE COURT: Okay.

11 MR. HOY: In terms of attorney fees, I would set
12 the same filing date for myself, next Friday, to file
13 our initial brief. I don't think that a meet and
14 confer with counsel is going to be fruitful on attorney
15 fees, because I just don't know what can be agreed to
16 there. That's a tough call.

17 So I would just suggest that the normal briefing
18 schedule following the initial filing would be fine.
19 That puts us out about three weeks, I think, to get
20 these motions submitted. If the Court wants to
21 accelerate the briefing, I'm fine with that as well.

22 THE COURT: No, I don't want to accelerate it, but
23 I'm also cognizant of the fact that every time we have
24 to do something, then we have to recalculate the

1 interest because it's just kind of pushing everything
2 out. Isn't that correct?

3 MR. HOY: Well, I have a solution for that, Your
4 Honor. The Court can enter an order today determining
5 what the interest is and then we can calculate the per
6 diem interest-- No, we can't, because we've got a
7 blended rate here. I can compute it, yes. I do know
8 how to compute that.

9 THE COURT: And as I made it clear, I believe that
10 the contract interest rate controls certain things and
11 that the lower rate controls those ancillary things.
12 And so I think, Mr. Hoy, if you could calculate those
13 two separate interest rates and if we can get it set so
14 it's not continually changing while we're waiting to
15 resolve the other issues, I would like to do that.

16 MR. HOY: Right. Since it's simple interest, Your
17 Honor, and not compounding, we can just set a per diem
18 rate after we figure out what the accrual is through
19 today. We'll just have a per diem rate and then the
20 Court can just add that to the final judgment by the
21 time we get there.

22 THE COURT: Okay.

23 MR. HOY: And one more thing on the interest rate.
24 I made the representation to the Court that according

1 to the Commissioner of Financial Institutions the prime
2 rate is 3.25 percent. The Court, I believe, can take
3 judicial notice of that number and the Court can look
4 it up on the official website for financial
5 institutions.

6 THE COURT: Well, I'm assuming if Mr. Pereos looks
7 it up and it's not 3.25 percent he'll let me know, but,
8 Mr. Hoy, I don't doubt that you're accurately
9 representing what the current or the appropriate
10 interest rate is.

11 I don't think there's any reason to do any
12 accelerated briefing. Mr. Hoy has indicated that he'll
13 be able to provide the brief regarding costs by the
14 close of business on Friday, June 20th of 2014. And so
15 that will be the order. And then Mr. Pereos will have
16 the opportunity to respond to that.

17 Further, Mr. Hoy, do you think you can have your
18 attorney's fees filed by the 20th as well? And then
19 Mr. Pereos would get ten days plus three, so
20 approximately 13 days after that, to file his reply or
21 his opposition. So that is the 30th. No, actually
22 that would wind up falling somewhere around July 4th,
23 Friday. So his response-- or his opposition, if he
24 chooses to file one, would be due probably either the

1 7th or 8th of July as I'm looking at the calendar. So
2 that's fine. We can do that.

3 And, Mr. Hoy, when you submit your memorandum of
4 costs, if you could also provide the Court with what
5 you believe to be the appropriate judgment, decree and
6 order of foreclosure on mechanic's liens. I know you
7 provided one, as I stated earlier, in your trial
8 statement, but it wasn't filled out.

9 Now that we know what the ruling of the Court is
10 and we have the appropriate numbers that possibly we
11 can fill in-- And then after I review all the parties'
12 pleadings, if I feel that it needs to be changed, I'll
13 have my judicial assistant contact both parties and let
14 you know what the changes need to be or in what
15 amounts.

16 So is there anything else we need to take up today,
17 Mr. Hoy?

18 MR. HOY: No, Your Honor.

19 THE COURT: Mr. Pereos?

20 MR. PEREOS: No, Your Honor.

21 THE CLERK: So Mr. Pereos will file his opposition
22 by 5 p.m. on July 8th?

23 THE COURT: Well, I think it would be July 8th.
24 Pursuant to NRCP 6(a), I think it is, if it's ten

1 judicial days-- No. If it's 11 judicial days or
2 fewer, than you don't count holidays and weekends. And
3 so-- And you also don't count the day that something
4 gets filed. So you would start counting-- Assuming
5 that Mr. Hoy files his on the 20th, a week from
6 tomorrow, then we would start counting on July 23rd.

7 MR. PEREOS: You mean June 23rd?

8 THE COURT: June 23rd. I apologize.

9 So five days for that week and then four days in
10 the week of June 30th, because July 4th is a holiday.
11 So then we get-- the tenth day is the 7th. And then
12 you get three days for mailing. You've got to remember
13 the new administrative order regarding filing. So
14 let's-- just to make it as simple as humanly possible,
15 Mr. Pereos, any opposition you have will be due no
16 later than 5 p.m. on Friday, July 11th of 2014. I
17 think that might give you an extra day or two in there,
18 but I don't think that should control anything.

19 And then, Mr. Hoy, your reply, should you choose to
20 file one, will be due by the close of business on
21 Monday, July 21st. And if you could also file a
22 submission request at the same time and bring the issue
23 to the Court's attention.

24 I don't think we'll have to do that regarding the

1 costs, but if there are issues regarding the costs
2 after the parties meet and confer, then the briefing
3 schedule on the costs will be exactly the same as the
4 briefing schedule for the attorney's fees.

5 And whenever that issue gets resolved, Mr. Hoy, if
6 you could also contemporaneously file a request to
7 submit that issue and, as I said, submit the judgment,
8 decree and order in conjunction with one of those two
9 documents. Then we'll be able to get moving forward.
10 And if I think there's any additional oral argument
11 that's necessary, I'll let the parties know.

12 MR. HOY: Thank you.

13 THE COURT: Thank you. Court's in recess.

14 (The proceedings were concluded at 3:15 p.m.)

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[illegible]

I, LORI URMSTON, Certified Court Reporter, in and
for the State of Nevada, do hereby certify:

That the foregoing proceedings were taken by me at the time and place therein set forth; that the proceedings were recorded stenographically by me and thereafter transcribed via computer under my supervision; that the foregoing is a full, true and correct transcription of the proceedings to the best of my knowledge, skill and ability.

I further certify that I am not a relative nor an employee of any attorney or any of the parties, nor am I financially or otherwise interested in this action.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing statements are true and correct.

DATED: At Reno, Nevada, this 21st day of
January, 2015.

LORI URMSTON, CCR #51

LORI URMSTON, CCR #51

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A R C H I T E C T U R E P L A N N I N G U R B A N D E S I G N

INVOICE

0515-01
Reno

Invoice # 22315
February 23, 2006
Page 2

22300	01/13/06	Billing	52065.00	254990.00

Total Accounts Receivable				254990.00

Balance Due				\$ 263220.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
-----	-----	-----	-----	-----
8230.00	143100.00	72700.00	39190.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	8230.00	254990.00	263220.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	-----	-----	-----
	8230.00	254990.00	263220.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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STEPPAN-007592

Docket 68346 Document 2016-15033

AA1790

INVOICE

Invoice # 22331
March 22, 2006
Page 1

AA1791

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 A R C H I T E C T U R E P L A N N I N G U R B A N D E S I G N

I N V O I C E

0515-01
 Reno

Invoice # 22331
 March 22, 2006
 Page 2

Balance Due \$ 23720.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
23720.00	0.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	15490.00	263220.00	278710.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	15490.00	263220.00	278710.00

TERMS: Payable 30 days from date of invoice
 unless otherwise governed by contract terms.
 Past due invoices will carry a service charge
 of 1-1/2% per month.

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AA1792

INVOICE

Invoice # 22352
April 19, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-01 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: March 01, 2006 to March 31, 2006

Project #: 0515-01

Billing Group 001

Professional Services	Rate	Hours	Charge
-----	----	-----	-----
Executive Vice President	200.00	23.00	4600.00
Principal/Officer	220.00	90.00	19800.00
Senior Designer	100.00	157.50	15750.00
Sr Vice President	170.00	63.00	10710.00
Vice President	145.00	49.00	7105.00
		-----	-----
		382.50	57965.00

Total Professional Services	\$	57965.00
-----------------------------	----	----------

Consultants Fees	Charge
------------------	--------

Landscape Architect	500.00
---------------------	--------

Total Consultants Fees	\$	500.00
------------------------	----	--------

Current Fee Total	\$	58465.00
-------------------	----	----------

75.00

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INVOICE

0515-01
Reno

Invoice # 22352
April 19, 2006
Page 2

Total Amount Due \$ 58540.00
=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
		-----	-----
22331 03/22/06	Billing	15490.00	15490.00

Total Accounts Receivable 15490.00

Balance Due \$ 74030.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days

74030.00	0.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	57965.00	278710.00	336675.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	500.00	0.00	500.00
Late Fees	0.00	0.00	0.00
Invoice Fees	75.00	0.00	75.00
	-----	-----	-----
	58540.00	278710.00	337250.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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INVOICE

0515-01
Reno

Invoice # 22367
May 18, 2006
Page 2

Total Amount Due \$ 43620.00
=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
22331 03/22/06	Billing	15490.00	15490.00
22352 04/19/06	Billing	58540.00	74030.00

Total Accounts Receivable 74030.00

Balance Due \$ 117650.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
102160.00	15490.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	41377.50	336675.00	378052.50
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	1950.00	500.00	2450.00
Late Fees	0.00	0.00	0.00
Invoice Fees	292.50	75.00	367.50
	43620.00	337250.00	380870.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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AA1796

TRIAL EXHIBIT 25

Exhibit 25: Invoices for Project 0515

Invoice	Date	Gross Billed		Discovery
		Amount	% SD Complete	
22384	5/18/06	481,275.00	23.25%	ST7599-60
22385	6/20/06	481,275.00	23.25%	ST7601-02
22408	7/19/06	581,670.00	28.10%	ST7603-04
22430	8/23/06	923,841.00	44.63%	ST7605-06
22452	9/21/06	1,266,012.00	61.16%	ST7607-09
22468	10/25/06	1,608,183.00	77.69%	ST7610-12
22481	11/21/06	2,070,000.00	100.00%	ST7613-14

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A R C H I T E C T U R E P L A N N I N G U R B A N D E S I G N

INVOICE

INVOICE

Invoice # 22384
May 18, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: November 01, 2005 to April 30, 2006

Project #: 0515
Billing Group 001

Construction Cost 180000000.00

Percent of Construction Cost 5.75
Total Fee \$ 10350000.00

DEPT -----	Percent of Total Fee -----	DEPT Fee -----	Percent Complete -----	Fee Earned -----
Schematic Design Phase	20.000	2070000.00	23.250	481275.00
Design Development	22.000	2277000.00	0.000	0.00
Working Drawings	40.000	4140000.00	0.000	0.00
Bidding	1.000	103500.00	0.000	0.00
Construction Admin	17.000	1759500.00	0.000	0.00

Total Fee Earned				481275.00
				0.00
Prior Fee Billing				0.00
Current Fee Total			\$	481275.00

Total Amount Due			\$	481275.00
				=====

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AA1799

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I N V O I C E

0515
Reno

Invoice # 22384
May 18, 2006
Page 2

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
481275.00	0.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	481275.00	0.00	481275.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	481275.00	0.00	481275.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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INVOICE

INVOICE

Invoice # 22385
June 20, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: May 01, 2006 to May 31, 2006

Project #: 0515
Billing Group 001

Construction Cost 180000000.00

Percent of Construction Cost 5.75
Total Fee \$ 10350000.00

DEPT -----	Percent of Total Fee -----	DEPT Fee -----	Percent Complete -----	Fee Earned -----
Schematic Design Phase	20.000	2070000.00	23.250	481275.00
Design Development	22.000	2277000.00	0.000	0.00
Working Drawings	40.000	4140000.00	0.000	0.00
Bidding	1.000	103500.00	0.000	0.00
Construction Admin	17.000	1759500.00	0.000	0.00
Total Fee Earned				481275.00
Prior Fee Billing				-481275.00
Current Fee Total				\$ 0.00
Total Amount Due				\$ 0.00 =====

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AA1801

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I N V O I C E

0515
Reno

Invoice # 22385
June 20, 2006
Page 2

Accounts Receivable

Invoice	Date	Description	Amount	Balance Due
22384	05/18/06	Billing	481275.00	481275.00
	02/16/06	Payment	-39190.00	442085.00
	02/16/06	Payment	-72700.00	369385.00
	02/16/06	Payment	-91035.00	278350.00
	02/16/06	Payment	-52065.00	226285.00
	03/21/06	Payment	-8230.00	218055.00
	05/16/06	Payment	-15490.00	202565.00
	06/16/06	Payment	-102160.00	100405.00

Total Accounts Receivable 100405.00

Balance Due \$ 100405.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
0.00	100405.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	481275.00	481275.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	-----	-----	-----
	0.00	481275.00	481275.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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STEPPAN-007602

AA1802

AA1803

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INVOICE

0515
Reno

Invoice # 22408
July 19, 2006
Page 2

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
22384 05/18/06	Billing	481275.00	481275.00
02/16/06	Payment	-39190.00	442085.00
02/16/06	Payment	-72700.00	369385.00
02/16/06	Payment	-91035.00	278350.00
02/16/06	Payment	-52065.00	226285.00
03/21/06	Payment	-8230.00	218055.00
05/16/06	Payment	-15490.00	202565.00
06/16/06	Payment	-102160.00	100405.00

Total Accounts Receivable 100405.00

Balance Due \$ 200800.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
100395.00	0.00	100405.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	100395.00	481275.00	581670.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	100395.00	481275.00	581670.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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INVOICE

INVOICE

Invoice # 22430
 August 23, 2006
 Page 1

Sam Caniglia
 BSC Financial, LLC
 c/o Consolidated Pacific Dev. Co.
 932 Parker Street
 Berkeley, CA 94710

Project #: 0515 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: July 01, 2006 to July 31, 2006

Project #: 0515
 Billing Group 001

Construction Cost 180000000.00

Percent of Construction Cost 5.75
 Total Fee \$ 10350000.00

DEPT	Percent of Total Fee	DEPT Fee	Percent Complete	Fee Earned
-----	-----	-----	-----	-----
Schematic Design Phase	20.000	2070000.00	44.630	923841.00
Design Development	22.000	2277000.00	0.000	0.00
Working Drawings	40.000	4140000.00	0.000	0.00
Bidding	1.000	103500.00	0.000	0.00
Construction Admin	17.000	1759500.00	0.000	0.00

Total Fee Earned				923841.00

Prior Fee Billing				-581670.00

Current Fee Total			\$	342171.00

			\$	342171.00
				=====
Total Amount Due			\$	342171.00
				=====

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ARCHITECTURE PLANNING URBAN DESIGN

INVOICE

0515
Reno

Invoice # 22430
August 23, 2006
Page 2

Accounts Receivable

Invoice	Date	Description	Amount	Balance Due
22384	05/18/06	Billing	481275.00	481275.00
	02/16/06	Payment	-39190.00	442085.00
	02/16/06	Payment	-72700.00	369385.00
	02/16/06	Payment	-91035.00	278350.00
	02/16/06	Payment	-52065.00	226285.00
	03/21/06	Payment	-8230.00	218055.00
	05/16/06	Payment	-15490.00	202565.00
	06/16/06	Payment	-102160.00	100405.00
22408	07/19/06	Billing	100395.00	200800.00

Total Accounts Receivable 200800.00

Balance Due \$ 542971.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
342171.00	100395.00	0.00	100405.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	342171.00	581670.00	923841.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	342171.00	581670.00	923841.00

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INVOICE

0515 001
Reno

Invoice # 22452
September 21, 2006
Page 2

Consultants Fees	Charge
Landscape Architect	2525.00
Total Consultants Fees	\$ 2525.00
Current Fee Total	\$ 344696.00
	378.75
Total Amount Due	\$ 345074.75

Accounts Receivable

Invoice	Date	Description	Amount	Balance Due
22384	05/18/06	Billing	481275.00	481275.00
	02/16/06	Payment	-39190.00	442085.00
	02/16/06	Payment	-72700.00	369385.00
	02/16/06	Payment	-91035.00	278350.00
	02/16/06	Payment	-52065.00	226285.00
	03/21/06	Payment	-8230.00	218055.00
	05/16/06	Payment	-15490.00	202565.00
	06/16/06	Payment	-102160.00	100405.00
22408	07/19/06	Billing	100395.00	200800.00
22430	08/23/06	Billing	342171.00	542971.00
Total Accounts Receivable				542971.00
Balance Due				\$ 888045.75

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INVOICE

0515
Reno

Invoice # 22452
September 21, 2006
Page 3

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
687245.75	0.00	100395.00	0.00	100405.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	342171.00	923841.00	1266012.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	2525.00	0.00	2525.00
Late Fees	0.00	0.00	0.00
Invoice Fees	378.75	0.00	378.75
	345074.75	923841.00	1268915.75

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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INVOICE

INVOICE

Invoice # 22468
October 25, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
6121 Lakeside Drive Suite 230
Reno, NV 89511

Project #: 0515 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: September 01, 2006 to September 30, 2006

Project #: 0515
Billing Group 001

Construction Cost 180000000.00

Percent of Construction Cost 5.75
Total Fee \$ 10350000.00

DEPT	Percent of Total Fee	DEPT Fee	Percent Complete	Fee Earned
-----	-----	-----	-----	-----
Schematic Design Phase	20.000	2070000.00	77.690	1608183.00
Design Development	22.000	2277000.00	0.000	0.00
Working Drawings	40.000	4140000.00	0.000	0.00
Bidding	1.000	103500.00	0.000	0.00
Construction Admin	17.000	1759500.00	0.000	0.00

Total Fee Earned 1608183.00

Prior Fee Billing -1266012.00

Current Fee Total \$ 342171.00

Total Amount Due \$ 342171.00
=====

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I N V O I C E

0515
Reno

Invoice # 22468
October 25, 2006
Page 2

Accounts Receivable

Invoice	Date	Description	Amount	Balance Due
22384	05/18/06	Billing	481275.00	481275.00
	02/16/06	Payment	-39190.00	442085.00
	02/16/06	Payment	-72700.00	369385.00
	02/16/06	Payment	-91035.00	278350.00
	02/16/06	Payment	-52065.00	226285.00
	03/21/06	Payment	-8230.00	218055.00
	05/16/06	Payment	-15490.00	202565.00
	06/16/06	Payment	-102160.00	100405.00
	09/16/06	Payment	-50000.00	50405.00
22408	07/19/06	Billing	100395.00	150800.00
22430	08/23/06	Billing	342171.00	492971.00
22452	09/21/06	Billing	345074.75	838045.75

Total Accounts Receivable 838045.75

Balance Due \$ 1180216.75

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
342171.00	345074.75	342171.00	100395.00	50405.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	342171.00	1266012.00	1608183.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	2525.00	2525.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	378.75	378.75
	342171.00	1268915.75	1611086.75

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I N V O I C E

0515
Reno

Invoice # 22468
October 25, 2006
Page 3

TERMS: Payable 30 days from date of invoice
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Past due invoices will carry a service charge
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INVOICE

INVOICE

Invoice # 22481
November 21, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
6121 Lakeside Drive Suite 230
Reno, NV 89511

Project #: 0515 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: October 01, 2006 to October 31, 2006

Project #: 0515
Billing Group 001

Construction Cost 180000000.00

Percent of Construction Cost 5.75
Total Fee \$ 10350000.00

DEPT -----	Percent of Total Fee -----	DEPT Fee -----	Percent Complete -----	Fee Earned -----
Schematic Design Phase	20.000	2070000.00	100.000	2070000.00
Design Development	22.000	2277000.00	0.000	0.00
Working Drawings	40.000	4140000.00	0.000	0.00
Bidding	1.000	103500.00	0.000	0.00
Construction Admin	17.000	1759500.00	0.000	0.00

Total Fee Earned				2070000.00

Prior Fee Billing				-1608183.00

Current Fee Total			\$	461817.00

			\$	461817.00
				=====

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INVOICE

0515
Reno

Invoice # 22481
November 21, 2006
Page 2

Accounts Receivable

Invoice	Date	Description	Amount	Balance Due
22384	05/18/06	Billing	481275.00	481275.00
	02/16/06	Payment	-39190.00	442085.00
	02/16/06	Payment	-72700.00	369385.00
	02/16/06	Payment	-91035.00	278350.00
	02/16/06	Payment	-52065.00	226285.00
	03/21/06	Payment	-8230.00	218055.00
	05/16/06	Payment	-15490.00	202565.00
	06/16/06	Payment	-102160.00	100405.00
	09/16/06	Payment	-50000.00	50405.00
22408	07/19/06	Billing	100395.00	150800.00
22430	08/23/06	Billing	342171.00	492971.00
22452	09/21/06	Billing	345074.75	838045.75
22468	10/25/06	Billing	342171.00	1180216.75
Total Accounts Receivable				1180216.75
Balance Due				\$ 1642033.75

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
803988.00	0.00	687245.75	0.00	150800.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	461817.00	1608183.00	2070000.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	2525.00	2525.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	378.75	378.75
	461817.00	1611086.75	2072903.75

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INVOICE

0515
Reno

Invoice # 22481
November 21, 2006
Page 3

TERMS: Payable 30 days from date of invoice
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Past due invoices will carry a service charge
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TRIAL EXHIBIT 26

Exhibit 26: Invoices for Project 0515-R

Invoice	Date	Amount	Discovery
22259	11/22/05	257.38	ST3314
22283	12/20/05	811.13	ST3312
22301	1/18/06	9,036.64	ST3310
22316	2/23/06	6,576.13	ST2822
22332	3/22/06	101.12	ST7619-7620
22353	4/19/06	15,825.33	ST7621-7622
22368	5/18/06	439.54	ST7623-7624
22387	6/20/06	2,292.38	ST7625-7626
22400	6/22/06	1,557.53	ST7627-7628
22412	7/19/06	2,556.97	ST7636-7637
22430	8/23/06	1,601.70	ST7638-7639
22454	9/21/06	2,687.15	ST7640-7641
22484	11/21/06	1,325.95	ST7642-7643
22499	12/22/06	609.29	ST7644-7645
22518	2/28/07	152.51	ST7650-7651

A R C H I T E C T

INVOICE

Invoice # 22259
 November 22, 2005
 Page 1

Sam Caniglia
 BSC Financial, LLC
 c/o Consolidated Pacific Dev. Co.
 932 Parker Street
 Berkeley, CA 94710

Project #: 0515-R Reno
 Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: October 01, 2005 to October 31, 2005

Project #: 0515-R
 Billing Group 001

Reimbursable Expenses	Charge
-----	-----
Blueprints	62.31
Duplication	25.00
Color Prints	136.50

	223.81
Handling Charge	33.57
Total Reimbursable Expenses	\$ 257.38

Total Amount Due	\$ 257.38
	=====

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
-----	-----	-----	-----	-----
257.38	0.00	0.00	0.00	0.00

A R C H I T E C T

0515-R
Reno
Reimbursables

Invoice # 22259
November 22, 2005
Page 2

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	257.38	0.00	257.38
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	-----	-----	-----
	257.38	0.00	257.38

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

A R C H I T E C T

INVOICE
-----Invoice # 22283
December 20, 2005
Page 1Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710Project #: 0515-R Reno
 Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: November 01, 2005 to November 30, 2005

Project #: 0515-R
Billing Group 001

Reimbursable Expenses	Charge
-----	-----
Color Prints	41.25
Air Fare	284.80
Meals	163.51
Books	15.77
Photo Expense	200.00

	705.33
Handling Charge	105.80
Total Reimbursable Expenses	\$ 811.13

Total Amount Due	\$ 811.13
	=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
-----	-----	-----	-----
22259 11/22/05	Billing	257.38	257.38

MARK B. STEPPAN, AIA, CSI, NCARB

ARCHITECT

0515-R
Reno
Reimbursables

Invoice # 22283
December 20, 2005
Page 2

Total Accounts Receivable 257.38

Balance Due \$ 1068.51

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
1068.51	0.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	811.13	257.38	1068.51
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	811.13	257.38	1068.51

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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f: 510-420-0599

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INVOICE

Invoice # 22301
January 18, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-R Reno
Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: December 01, 2005 to January 16, 2006

Project #: 0515-R
Billing Group 001

Reimbursable Expenses	Charge
Blueprints	5681.00
Meals	17.25
Parking	22.00
Photo Expense	71.39
	5791.64

Total Reimbursable Expenses	\$	5791.64
-----------------------------	----	---------

Consultants Fees	Charge
Landscape Architect	3245.00

Total Consultants Fees	\$	3245.00
------------------------	----	---------

Current Fee Total	\$	9036.64
-------------------	----	---------

1355.50

A R C H I T E C T

0515-R
Reno
Reimbursables

Invoice # 22301
January 18, 2006
Page 2

Total Amount Due

\$ 10392.14
=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
22259 11/22/05	Billing	257.38	257.38
22283 12/20/05	Billing	811.13	1068.51
Total Accounts Receivable			1068.51
Balance Due			\$ 11460.65

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
11203.27	257.38	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	5791.64	1068.51	6860.15
Outside Services	3245.00	0.00	3245.00
Late Fees	0.00	0.00	0.00
Invoice Fees	1355.50	0.00	1355.50
	10392.14	1068.51	11460.65

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

INVOICE

INVOICE

Invoice # 22316
 February 23, 2006
 Page 1

Sam Caniglia
 BSC Financial, LLC
 c/o Consolidated Pacific Dev. Co.
 932 Parker Street
 Berkeley, CA 94710

Project #: 0515-R Reno
 Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: January 01, 2006 to January 31, 2006

Project #: 0515-R
 Billing Group 001

Reimbursable Expenses

Charge

Blueprints	42821.00	5382.16
Color Prints		15.75
Courier		23.33
Meals		263.99
Miscellaneous Expense	(book \$33.14)	33.14
		5718.37

Total Reimbursable Expenses \$ 5718.37

857.76

Total Amount Due \$ 6576.13

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
--------------	-------------	--------	-------------

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I N V O I C E

INVOICE

Invoice # 22332
 March 22, 2006
 Page 1

Sam Caniglia
 BSC Financial, LLC
 c/o Consolidated Pacific Dev. Co.
 932 Parker Street
 Berkeley, CA 94710

Project #: 0515-R Reno
 Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: February 01, 2006 to February 28, 2006

Project #: 0515-R
 Billing Group 001

Reimbursable Expenses	Charge
-----	-----
Courier	11.21
Meals	76.72

	87.93

Total Reimbursable Expenses	\$	87.93

13.19

Total Amount Due	\$	101.12
		=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
-----	-----	-----	-----
22316 02/23/06	Billing	6576.13	6576.13

Total Accounts Receivable	6576.13

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INVOICE

0515-R
Reno
Reimbursables

Invoice # 22332
March 22, 2006
Page 2

Balance Due \$ 6677.25

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
6677.25	0.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	87.93	12578.52	12666.45
Outside Services	0.00	3245.00	3245.00
Late Fees	0.00	0.00	0.00
Invoice Fees	13.19	2213.26	2226.45
	101.12	18036.78	18137.90

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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AA1826

INVOICE

Invoice # 22353
April 19, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-R Reno
Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: March 01, 2006 to March 31, 2006

Project #: 0515-R
Billing Group 001

Reimbursable Expenses	Charge
Courier	11.16
Total Reimbursable Expenses	\$ 11.16

Consultants Fees	Charge
-----	-----
Renderer	13750.00

Total Consultants Fees	\$	13750.00
------------------------	----	----------

Current Fee Total	\$ 13761.16
-------------------	-------------

		2064.17	

Total Amount Due	\$	15825.33	
		=====	

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STEPPAN-007621

AA1827

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I N V O I C E

0515-R
Reno
Reimbursables

Invoice # 22353
April 19, 2006
Page 2

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
22316 02/23/06	Billing	6576.13	6576.13
03/01/06	Credit Memo	-3351.26	3224.87
22332 03/22/06	Billing	101.12	3325.99
Total Accounts Receivable			3325.99
Balance Due			\$ 19151.32

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
15926.45	3224.87	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	11.16	9752.31	9763.47
Outside Services	13750.00	3245.00	16995.00
Late Fees	0.00	0.00	0.00
Invoice Fees	2064.17	1789.33	3853.50
	15825.33	14786.64	30611.97

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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INVOICE

INVOICE

Invoice # 22368
 May 18, 2006
 Page 1

Sam Caniglia
 BSC Financial, LLC
 c/o Consolidated Pacific Dev. Co.
 932 Parker Street
 Berkeley, CA 94710

Project #: 0515-R Reno
 Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: April 01, 2006 to April 30, 2006

Project #: 0515-R
 Billing Group 001

Reimbursable Expenses -----	Charge -----
Color Prints	78.00
Courier	23.63
Meals	280.58

	382.21

Total Reimbursable Expenses	\$	382.21

57.33

Total Amount Due	\$	439.54
		=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
-----	-----	-----	-----
22332 03/22/06	Billing	101.12	101.12
22353 04/19/06	Billing	15825.33	15926.45

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INVOICE

0515-R
Reno
Reimbursables

Invoice # 22368
May 18, 2006
Page 2

Total Accounts Receivable 15926.45

Balance Due \$ 16365.99

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
-----	-----	-----	-----	-----
16264.87	101.12	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	382.21	9763.47	10145.68
Outside Services	0.00	16995.00	16995.00
Late Fees	0.00	0.00	0.00
Invoice Fees	57.33	3853.50	3910.83
	-----	-----	-----
	439.54	30611.97	31051.51

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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INVOICE

INVOICE

Invoice # 22400
June 22, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-R Reno
Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: May 01, 2006 to May 31, 2006

Project #: 0515-R
Billing Group 001

Reimbursable Expenses -----	Charge -----
Color Prints	30.00
Courier	125.80
Meals	68.51
Photo Expense	151.31
Model	978.75

	1354.37

Total Reimbursable Expenses \$ 1354.37

203.16

Total Amount Due \$ 1557.53
=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
-----	-----	-----	-----

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INVOICE

0515-R
Reno
Reimbursables

Invoice # 22400
June 22, 2006
Page 2

22353	04/19/06	Billing	15825.33	15825.33
22368	05/18/06	Billing	439.54	16264.87

Total Accounts Receivable 16264.87

Balance Due \$ 17822.40

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
1557.53	439.54	15825.33	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	1354.37	10145.68	11500.05
Outside Services	0.00	16995.00	16995.00
Late Fees	0.00	0.00	0.00
Invoice Fees	203.16	3910.83	4113.99
	1557.53	31051.51	32609.04

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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AA1832

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A R C H I T E C T U R E P L A N N I N G U R B A N D E S I G N

INVOICE

INVOICE

Invoice # 22412
July 19, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-R Reno
 Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: June 01, 2006 to June 30, 2006

Project #: 0515-R
Billing Group 001

Reimbursable Expenses -----	Charge -----
Postage	1.17
Air Fare	758.40
Meals	43.51
Parking	66.00

	869.08

Total Reimbursable Expenses	\$	869.08
-----------------------------	----	--------

130.36

Total Amount Due	\$	999.44
------------------	----	--------

=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
-----	-----	-----	-----
22400 06/22/06	Billing	1557.53	1557.53

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INVOICE

0515-R
Reno
Reimbursables

Invoice # 22412
July 19, 2006
Page 2

Total Accounts Receivable 1557.53

Balance Due \$ 2556.97

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
2556.97	0.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	869.08	11500.05	12369.13
Outside Services	0.00	16995.00	16995.00
Late Fees	0.00	0.00	0.00
Invoice Fees	130.36	4113.99	4244.35
	999.44	32609.04	33608.48

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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I N V O I C E

INVOICE

Invoice # 22432
August 23, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-R Reno
 Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: July 01, 2006 to July 31, 2006

Project #: 0515-R
Billing Group 001

Reimbursable Expenses	Charge
-----	-----
Color Prints	12.00
Courier	13.00
Air Fare	337.20
Car Rental	78.64
Meals	10.00
Parking	50.00
Taxi	22.86

	523.70

Total Reimbursable Expenses	\$	523.70

78.56

Total Amount Due	\$	602.26
		=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
-----	-----	-----	-----

1485 PARK AVENUE • SUITE 103 • EMERYVILLE • CALIFORNIA • 94608-3536

(510) 420-1666

FAX (510) 420-0599

STEPPAN-007638

AA1835

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I N V O I C E

0515-R
Reno
Reimbursables

Invoice # 22432
August 23, 2006
Page 2

22412 07/19/06 Billing 999.44 999.44

Total Accounts Receivable 999.44

Balance Due \$ 1601.70

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
602.26	999.44	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	523.70	12369.13	12892.83
Outside Services	0.00	16995.00	16995.00
Late Fees	0.00	0.00	0.00
Invoice Fees	78.56	4244.35	4322.91
	602.26	33608.48	34210.74

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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AA1836

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I N V O I C E

INVOICE

Invoice # 22454
September 21, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-R Reno
Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: August 01, 2006 to August 31, 2006

Project #: 0515-R
Billing Group 001

Reimbursable Expenses	Charge
-----	-----
Courier	12.94
Air Fare	842.40
Car Rental	44.53
Parking	44.00

	943.87

Total Reimbursable Expenses	\$	943.87

141.58

Total Amount Due	\$	1085.45
		=====

Accounts Receivable

Invoice Date	Description	Amount	Balance Due
-----	-----	-----	-----
22412 07/19/06	Billing	999.44	999.44

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I N V O I C E

0515-R
Reno
Reimbursables

Invoice # 22454
September 21, 2006
Page 2

22432	08/23/06	Billing	602.26	1601.70

Total Accounts Receivable				1601.70

Balance Due			\$	2687.15

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
-----	-----	-----	-----	-----
1687.71	0.00	999.44	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	943.87	12892.83	13836.70
Outside Services	0.00	16995.00	16995.00
Late Fees	0.00	0.00	0.00
Invoice Fees	141.58	4322.91	4464.49
	-----	-----	-----
	1085.45	34210.74	35296.19

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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STEPPAN-007641

AA1838

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I N V O I C E

INVOICE

Invoice # 22484
November 21, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
6121 Lakeside Drive Suite 230
Reno, NV 89511

Project #: 0515-R Reno
Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: October 01, 2006 to October 31, 2006

Project #: 0515-R
Billing Group 001

Reimbursable Expenses -----	Charge -----
Courier	25.32
Air Fare	758.40
Car Rental	61.09
Lodging Expenses	147.79
Meals	84.40
Parking	76.00

	1153.00

Total Reimbursable Expenses	\$	1153.00

	172.95

Total Amount Due	\$	1325.95
		=====

Accounts Receivable

Invoice Date -----	Description -----	Amount -----	Balance Due -----
-----------------------	----------------------	-----------------	----------------------

1485 PARK AVENUE • SUITE 103 • EMERYVILLE • CALIFORNIA • 94608-3536

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AA1839

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INVOICE

0515-R
Reno
Reimbursables

Invoice # 22484
November 21, 2006
Page 2

22412	07/19/06	Billing	999.44	999.44
22432	08/23/06	Billing	602.26	1601.70
22454	09/21/06	Billing	1085.45	2687.15

Total Accounts Receivable 2687.15

Balance Due \$ 4013.10

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
1325.95	0.00	1687.71	0.00	999.44

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	1153.00	13836.70	14989.70
Outside Services	0.00	16995.00	16995.00
Late Fees	0.00	0.00	0.00
Invoice Fees	172.95	4464.49	4637.44
	1325.95	35296.19	36622.14

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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STEPPAN-007643

AA1840

INVOICE

Invoice # 22499
December 22, 2006
Page 1

AA1841

INVOICE

Invoice # 22518
February 28, 2007.
Page 1

Sam Caniglia
BSC Financial, LLC
6121 Lakeside Drive Suite 230
Reno, NV 89511

Project #: 0515-R Reno
Reimbursables

Project Manager: Nathan Ogle

Professional Services for the Period: January 01, 2007 to January 31, 2007

Project #: 0515-R
Billing Group 001

Reimbursable Expenses

Charge

Meals	63.62
Plotting/Inhouse	69.00

	132.62

Total Reimbursable Expenses	\$	132.62
-----------------------------	----	--------

19.89

Total Amount Due	\$	152.51
------------------	----	--------

Accounts Receivable

Invoice	Date	Description	Amount	Balance Due
22412	07/19/06	Billing	999.44	999.44
22432	08/23/06	Billing	602.26	1601.70
22454	09/21/06	Billing	1085.45	2687.15
22484	11/21/06	Billing	1325.95	4013.10

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INVOICE

0515-R
Reno
Reimbursables

Invoice # 22518
February 28, 2007
Page 2

22499	12/22/06	Billing	636.88	4649.98
Total Accounts Receivable				4649.98
Balance Due				\$ 4802.49

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
152.51	0.00	636.88	1325.95	2687.15

Project Billing Summary:

	Current	Prior	Total
Professional Services	0.00	0.00	0.00
Reimbursable Expenses	132.62	15543.51	15676.13
Outside Services	0.00	16995.00	16995.00
Late Fees	0.00	0.00	0.00
Invoice Fees	19.89	4720.51	4740.40
	152.51	37259.02	37411.53

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

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AA1843

**[PORTIONS OF]
TRIAL EXHIBIT 35**

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FEB 07 2006

FISHER FRIEDMAN ASSOCIATES

BSC Residential Towers



Special Use Permit Application

Prepared for:

**Consolidated Pacific Development
932 Parker Street
Berkley, CA 94710**

January 17, 2006

STEPPAN 2365
AA1845

Special Use Permit Application Contents:

Section 1

- Application
- Owner's Affidavit
- Applicant Affidavit
- Grading and Drainage Plan Checklist
- SUP Checklist

Section 2

- Project Description
- Vicinity Maps
- Site Plan
- Parking Calculations
- Project Data Summary
- Residential Tower SF Description

Section 3

- South Elevation (color)
- North Elevation (color)
- North Elevation (color)
- East Elevation (color)
- West Elevation (color)
- West Elevation (color)
- West Elevation/Section (color)
- East Elevation/Section (color)
- Address Signage at Court St (color)
- Address Signage at Island Avenue (color)
- Exterior Lighting Diagram (color)
- Topographic Survey
- Site Plan
- Podium Plan
- Garage Plan @ +30.08'
- Garage Plan @ +21.08'
- Garage Plan @ +12.08'
- Garage Plan @ +14.08'
- Garage Plan @ -5.92'
- Garage Plan @ -14.92'
- Building 1-1st Floor Plan
- Building 1-2nd-16th Floor Plan
- Building 1-17th Floor Plan
- Building 1-18th-30th Floor Plan
- Building 1-38th Floor Plan
- Building 1-39th Floor Plan
- Building 1-Roof Plan
- Building 2- 1st Floor Plan

Building 2-2nd-3rd Floor Plan
Building 2-4th-20th Floor Plan
Building 2-21st-26th Floor Plan
Building 2-Top Floor Plan
Building 2-Roof Plan
Building Section A
Building Section B
Building Section C
Building Section D
Building Section E
Preliminary Grading and Drainage Plan
Preliminary Utility Plan

Section 4

Preliminary Sanitary Sewer Report
Preliminary Hydrology Report
Preliminary Traffic Analysis Letter
Preliminary Geotechnical Analysis Letter

Section 5

Preliminary Title Report
 Legal Description
 Regulatory Zoning from First Centennial Title Co.
APN Numbers within 750' of Project Site
Slope Analysis Map
Aerial View and 2'-Contours within 150' of Project Site
NAB Agenda Request Form

Attached Maps and Drawings:

24"x36" Site Plan
24"x36" Landscape Plan
24"x36" Preliminary Grading and Drainage Plan
24"x36" Preliminary Utility Plan
24"x36" South Elevation
24"x36" North Elevation
24"x36" North Elevation
24"x36" East Elevation
24"x36" West Elevation
24"x36" West Elevation
24"x36" West Elevation/Section
24"x36" East Elevation/Section
24"x36" Address Signage at Court St
24"x36" Address Signage at Island Avenue
24"x36" Exterior Lighting Diagram

OWNER AFFIDAVIT

I am an owner of property/authorized agent involved in this petition and that I authorize SAM CAVIGLIA to request development related applications on my property. I declare under penalty of perjury that the foregoing is true and correct.

Executed on JAN 17, 2006, in RENO, Nevada.
(date) (City)

Name: Sonia Ilescu
Sonia Ilescu
Title: OWNER
Signed: Sonia Ilescu

OWNER AFFIDAVIT

I am an owner of property/authorized agent involved in this petition and that I authorize SAM CANIGLIA to request development related applications on my property. I declare under penalty of perjury that the foregoing is true and correct.

Executed on JAN 17 2006, in RENO, Nevada.
(date) (City)

Name:

Title:

Signed:

JOHN ILIESCU

John Iliescu

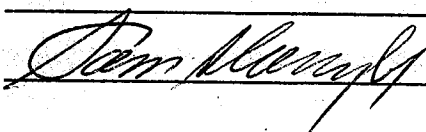
Owner

John Iliescu

APPLICANT AFFIDAVIT

I am the applicant involved in this petition and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 12, 2006, in Reno, Nevada.
(date) (City)

Name: Consolidated Pacific Development, Inc. cs
Sam A. Caniglia
Title: President
Signed: 

RENO DEVELOPMENT APPLICATION

ACTION REQUESTED:

(Please Check)

- ☐ ABANDONMENT
- ☐ ANNEXATION
- ☐ BOUNDARY LINE ADJUSTMENT
- ☐ MASTER PLAN AMENDMENT
- ☐ MINOR DEVIATION
- ☐ PARCEL MAP
- ☐ REVERSION TO ACREAGE
- ☐ SITE PLAN REVIEW
- ☒ SPECIAL USE PERMIT
- ☐ TENTATIVE MP
- ☐ WITH MAINTENANCE DISTRICT
- ☐ VARIANCE
- ☐ ZONING MAP AMENDMENT
- ☐ COOPERATIVE PLAN AMENDMENT

For Community Development Department Use Only:

CASE NUMBER:

Date Received _____

Time Received _____

PROJECT NAME: **BSC Mixed-Use Residential Towers**

PROJECT DESCRIPTION: **A mixed-use residential development.**

PROJECT ADDRESS: **260 Island Drive & 223 Court Street (2 additional parcels included, one on Island Drive and one on Court Street (address unavailable))**

PROPERTY SIZE: **1.36± acres**

ASSESSOR'S PARCEL NO(S): **011-112-03, 06, 07 & 12**

ATTACH LEGAL DESCRIPTION OF PROPERTY.

ZONING-EXISTING: **CB**

PROPOSED: **CB**

MASTER PLAN-EXISTING: **TC**

PROPOSED: **TC**

EXISTING LAND USE: **Vacant**

PROPERTY OWNER(S)

PERSON TO CONTACT

REGARDING APPLICATION:

NAME: **John and Sonnia Iliescu**

NAME: **Fisher Friedman Associates.**

CONTACT: **Nathan Ogle, AIA**

ADDRESS: **219 Court Street**
Reno, Nevada 89501

ADDRESS: **1485 Park Avenue, Suite 103**
Emeryville, CA 94608

PHONE:

PHONE: **(510) 420-1666**

APPLICANT/DEVELOPER (S)

FAX NO: **(510) 420-0599**

NAME: **Consolidated Pacific Development** E-MAIL ADDRESS: **Nathan@fisherfriedman.com**

ATTN:

ADDRESS: **932 Parker Street**
Berkley, CA 94710

PHONE: **(510) 548-6093**

ALL PRINCIPALS IN THE FIRM SHALL BE IDENTIFIED.

APPLICATION FOR SPECIAL USE PERMIT

The owner or duly authorized agent of the owner of the property herein described requests the Planning Commission of the City of Reno to approve a special use permit for the use described herein.

PROJECT NAME: **BSC Mixed-Use Residential Towers**

PROJECT DESCRIPTION: Two mixed use towers containing Retail, Office, Health Club and 390 units of residential space

This property is (check one): North of the Truckee River _____
South of the Truckee River **X**

PROVIDE A DESCRIPTION OF THE SPECIAL USE PERMIT REQUESTED (including type of activity, number of employees, description of structures to be built/used, etc):
A special use permit is being sought in order to allow for (1) hillside development (2) building height (3) number of residential units over 100 (per CB zoning)

IDENTIFY THE IMPACTS OF THE PROPOSED USE ON ADJACENT LAND USES AND PUBLIC FACILITIES (such as noise, traffic generation, hours of operation, odors, smoke, dust):

Traffic impacts are expected to be 3115 ADT with 224 AM Peak hour trips and 371 PM Peak hour trips. The height of the proposed buildings will cause shadowing impacts. To address this, the applicant has prepared animated shadowing studies that will be shared with City staff upon the first meeting after submittal of the application.

ENVIRONMENT:

- 1) Is the project situated on steep or severe terrain (15.1% or greater) and/or does this application trigger a Special Use Permit for Hillside Development? Yes. The site was disturbed through previously demolished development. Some of the steeper slopes are associated with the former driveway and some of the scarring associated with the stepped architectural treatment of the previous home on this site. The hillside ordinance requirements call for a total of 7,732± s.f. of open space due solely to the fact that this project triggers the hillside ordinance. This area is sufficiently accommodated in the landscape areas around the building and through the public/common areas associated with the project.

- 2) Will the project disturb areas within or adjacent to wetlands, stream environments, major drainageways, or significant hydrologic resources?
Yes.

(If so, explain the impact(s) and describe proposed mitigating measures. Such environmentally sensitive areas must be shown on the subdivision map.) The project lies within the flood AE and Shaded Zone X of the Truckee River. The proposed uses within the structure that will be located within the flood zone areas are limited to the parking garage, associated with the proposed development.

- 3) Describe the methods for stabilization and/or revegetation of exposed and disturbed soils due to proposed grading activities:
Areas disturbed due to grading activities will be mitigated through Pedestrian Plaza areas, landscaping and groundcover.

- 4) Does the project trigger an SUP for residential adjacency? If yes, explain how and refer to section for submittal requirements.
No

- 5) Is the project located on a major arterial?
No

- 6) Is the project an expansion of an existing facility? Please indicate existing and proposed square footage.
No

UTILITIES:

WATER:

IS A CONCEPTUAL WATER SUPPLY AND CONVEYANCE STUDY INCLUDED WITH THIS APPLICATION? No

(If no, provide an explanation): Appropriate plans necessary for submission to TMWA were not available until the preparation of this application. Submittal to TMWA will follow the submittal schedule of this application.

- 1) Indicate the source of water, water purveyor, and the estimated water demand for the project: Truckee Meadows Water Authority will serve the project.

SEWER:

IS A PRELIMINARY SEWER REPORT INCLUDED WITH THIS APPLICATION? A preliminary sewer report was submitted with this application

(If no, provide an explanation): _____

- 1) Indicate which entity and facility will provide sewer collection and treatment and provide an estimate of the project generated sewage contribution: **TMWRF The project is anticipated to generate a peak sewage flow rate of 26,250 g.p.d.**
- 2) Provide a description of the size, location, and ownership of existing and proposed sewer lines connecting to sewer lines of the sewage treatment provider: **A 36" Regional Transmission main located in Island Drive will be connected to for service of the site with a 10" service main.**

ALL OTHER UTILITIES:

ARE POWER LINE RELOCATIONS PROPOSED FOR THIS PROJECT? **Yes**

(If yes, provide an explanation): **An overhead line exists, crossing the site from east to west, providing service to an existing structure located on APN 011-112-02 (at 260 Island Drive). This line will be undergrounded with the proposed development and service to the structure at 260 Island Drive will be perpetuated through this undergrounded line.**

Provide a description of the type and ownership of existing and proposed public and quasi public utilities proposed to serve the project: **Other than the utility providers identified above, Sierra Pacific Power, Charter Communications and SBC are anticipated to provide services to the BSC Mixed Use Residential Towers**

TRAFFIC:

IS A PRELIMINARY TRAFFIC STUDY INCLUDED WITH THIS APPLICATION? **Yes**

(If no, provide an explanation): _____

- 1) Provide peak hour and average daily traffic volume generation estimates for the proposed project.
AM Peak – 224, PM Peak – 371, ADT – 3115±
- 2) Identify potential impacts to existing and proposed streets, intersections, and major transportation corridors affected by the project and describe mitigating measures proposed:
This question will be addressed through an expanded traffic analysis, recently scoped with the City of Reno. This traffic report will be provided directly to all necessary agencies (as deemed by the City of Reno) for additional review and consideration in association with the project.

PUBLIC AND EMERGENCY SERVICES:

Provide the location and source of garbage disposal, police, fire and emergency medical service providers and describe potential impacts the project may have upon the capacity of these service providers: Public and emergency services are currently available within adjacent neighborhoods and are served by Reno Police, Reno Fire and REMSA. As this project is an infill development in the urban core of the community, the impacts upon police, fire and emergency services are seen to be minimal as they were or should have been expected. Garbage service will be provided by Reno Disposal. The nearest emergency medical service facility is Saint Mary's Medical Center approximately 5 city blocks north of the site.

IS SUBJECT PROPERTY WITHIN THE AIRPORT NOISE IMPACT AREA (65 Ldn noise level)? No.

(If so, explain the impact of the hazard on the proposed development and describe proposed mitigating measures. Such areas must be shown on the subdivision map.)

WILL THE PROPOSED USE GENERATE HAZARDOUS WASTE? No

1. If the applicant has never operated a facility which generates hazardous waste, a letter stating such; or
2. If the applicant has operated a facility which generates hazardous waste, a letter including the name and location of any and all facilities the applicant has operated which generate hazardous waste. This letter must include a disclosure of any citations or correction notices issued against such facility and their status or disposition.

WILL THE PROPOSED USE INVOLVE ANY EXPLOSIVE MATERIAL AS DEFINED IN NRS 459.3816 AND 459.38332? No

If so, identify the materials, quantities stored on site, safety precautions which will be taken and method of disposal.)

PRELIMINARY GRADING AND DRAINAGE PLAN

CHECKLIST

NAME OF PROJECT

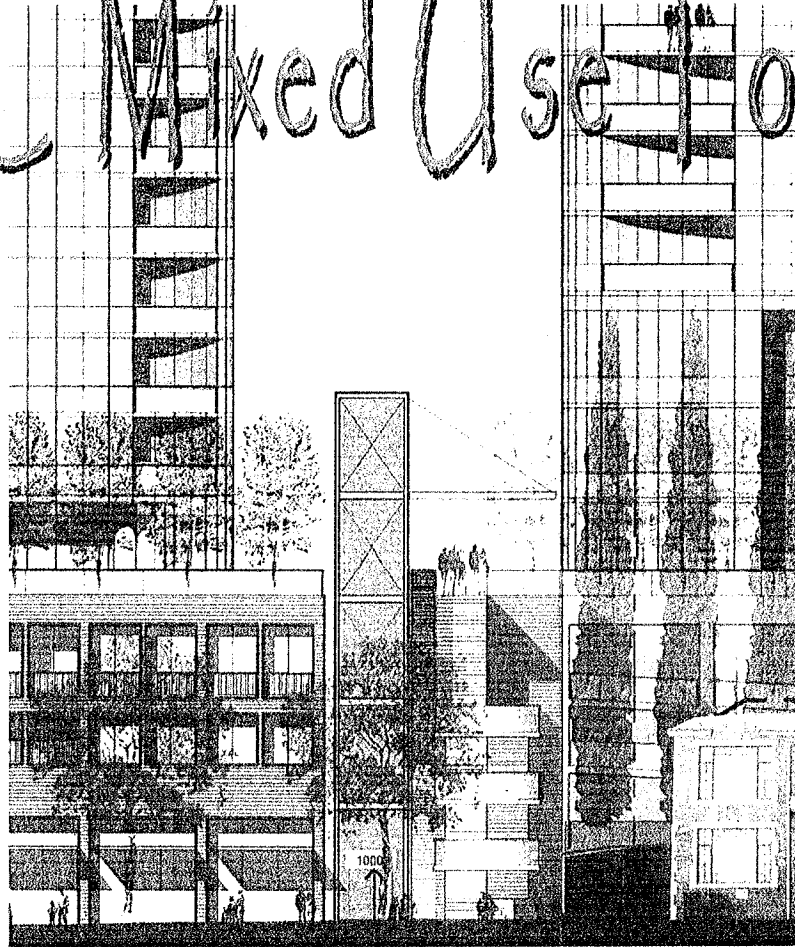
Complete and Correct	Item No.	ITEMS REQUIRED
<input checked="" type="checkbox"/>	1	Project name.
<input checked="" type="checkbox"/>	2	Plan drawn on 24" x 36" or 30" x 42" sheets using standard engineering scales. Minimum scale shall be 1" = 40' for sites of 10 acres or less. For larger sites, minimum scale 1" = 100'.
<input checked="" type="checkbox"/>	3	Date, north arrow, scale and number of sheet in relation to the total number of sheets.
<input checked="" type="checkbox"/>	4	All streets indicated as either public or private.
<input checked="" type="checkbox"/>	5	The preliminary grading plan for the entire project, stamped by a Nevada registered civil engineer, showing existing contours at maximum 5 foot intervals, approximate street grades, proposed surface drainage, approximate extent of cut and fill slopes, and approximate building envelopes and all pad elevations sufficient to convey the impact of grading.
<input checked="" type="checkbox"/>	6	Indicate any portion of the site within the boundary of the project located within Zones "A" or "B" of the FEMA Flood Map.
<input checked="" type="checkbox"/>	7	A hydrology report and drainage study of the site prepared by a Nevada registered civil engineer addressing: Existing location, size, direction and peak discharge for 5 year and 100 year frequency flows of each natural major drainage facility within the boundaries of the project clearly designated, together with the area of watershed contributing to each other. The 5 and 100 year flows entering and exiting the site.
<input checked="" type="checkbox"/>	8	Ownership, direction of flow and the approximate location and size of proposed storm drains and sanitary sewers.
<input checked="" type="checkbox"/>	9	All existing drainage pipes or channels with direction of flow and size.

Complete and Correct	Item No.	ITEMS REQUIRED
<input checked="" type="checkbox"/>	10	The location, size and direction of flow of the nearest available public storm drain installation.
<input checked="" type="checkbox"/>	11	The location and outline to scale of each existing building, permanent structure, or other permanent physical feature, and any alteration or removal of the same.
<input checked="" type="checkbox"/>	12	Explanation for handling storm water drainage, and estimated additional runoff generated by the proposed development.
<input checked="" type="checkbox"/>	13	The surrounding area within 150' of the exterior boundaries of the proposed subdivision showing the following: <ul style="list-style-type: none"> a. Topography with maximum 5 foot contours. b. Street location, names, widths of right-of-way, and pavement widths (including existing curb cuts of both sides of the streets). c. Direction of drainage including all adjoining streets or public ways. d. Existing utilities, structures, etc.
<input checked="" type="checkbox"/>	14	The width of right-of-way and approximate grade of each street (public or private) and alley within and necessary to serve the proposed project, and the radius of all curves and diameters of each cul-de-sac bulb, including a typical section for each type of street.
<input checked="" type="checkbox"/>	15	The width and approximate location of all existing or proposed easements, whether public or private, for roads, drainage, sewers, irrigation or public utility purposes.
<input checked="" type="checkbox"/>	16	The location, size, direction of flow, as well as current and designed capacity, of the nearest available public sewer along with the estimated amount of sewage to be contributed.
<input checked="" type="checkbox"/>	17	All known areas of potential hazard, including but not limited to, earthquake faults, earth slide areas, avalanche areas or otherwise hazardous slopes, clearly designated on the map.

Complete and Correct	Item No.	ITEMS REQUIRED
<input checked="" type="checkbox"/>	18	Design of public and private streets, rights-of-way and collective driveways such that emergency access by firefighting and other emergency vehicles is practical. Emergency access is to be designated on the map.
<input checked="" type="checkbox"/>	19	Identify slopes steeper than 3:1 and indicate methods proposed for erosion control and slope stabilization for such slopes, with an explanation of how the methods were derived.
		<u>Supplemental Information</u>
<input checked="" type="checkbox"/>	20	Approximate area in square feet or acres of the amount of land utilized as follows: (a) streets (b) parking (c) common area and/or recreation area
<input checked="" type="checkbox"/>	21	Soils report, prepared by a Nevada registered civil engineer, including soils characteristics sufficient for use in tentative structural design, i.e., street sections, building pads, etc.
<input type="checkbox"/> N/A	22	A proposed plan indicating potential development of the entire area if the project is a portion of a larger holding or proposed development.
<input type="checkbox"/> N/A	23	Explanation of measures proposed to eliminate or mitigate areas of potential hazard identified on plan.
<input type="checkbox"/> N/A	24	Consideration and explanation of structure orientation for solar access and/or use.
<input checked="" type="checkbox"/>	25	Additional Plan View Sheets. Whenever cross-sections are required, the applicant must submit an additional plan view which graphically delineates all areas of proposed cut and/or fill of greater than 9 feet. This sheet shall utilize the same scale as the Preliminary Grading and Drainage Plan.

**[PORTIONS OF]
TRIAL EXHIBIT 36**

BSC Mixed Use Towers



Tentative Map & Special Use
Permit Application

Prepared for:

Consolidated Pacific Development
932 Parker Street
Berkley, CA 94710

Prepared by:



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
575 Double Eagle Court Tel: 775.823.4068
Reno, NV 89521 Fax: 775.823.4066

February 7, 2006

TAB 1 Applications

- Development Application
- Owner Affidavit
- Applicant Affidavit
- Tentative Map Application
- Tentative Map Checklist
- Special Use Permit Application
- Preliminary Grading Plan Checklist
- Application Checklist

TAB 2 Project Description

Project Location	1
Project Overview	1
Project Background and Goals	1
Vicinity Map	2
Summary of Proposed Development	3
Requests of the City	4
Tentative Map Request	4
Special Use Permit Request	6
Development Statistics	8

Tab 3 Reduced Maps and Building Elevations

- Colored Building Elevations
- Architectural Footprints
- Tentative Map Sheets

Tab 4 Project Reports

- Preliminary Sewer Report
- Preliminary Hydrology Report
- Preliminary Traffic Analysis Letter
- Preliminary Geotechnical Analysis

Tab 5 Supporting Information

- Surrounding Topographic Graphic
- Slope Analysis Map
- Draft CC&R's
- Preliminary Title Report
- Assessor's Parcel map pages within 750' of Project Site
- NAB Agenda Request Form
- Tax Certifications

RENO DEVELOPMENT APPLICATION

ACTION REQUESTED:

- (Please Check)
- ☐ ABANDONMENT
- ☐ ANNEXATION
- ☐ BOUNDARY LINE ADJUSTMENT
- ☐ MASTER PLAN AMENDMENT
- ☐ MINOR DEVIATION
- ☐ PARCEL MAP
- ☐ REVERSION TO ACREAGE
- ☐ SITE PLAN REVIEW
- ☒ SPECIAL USE PERMIT
- ☒ TENTATIVE MP
- ☐ WITH MAINTENANCE DISTRICT
- ☐ VARIANCE
- ☐ ZONING MAP AMENDMENT
- ☐ COOPERATIVE PLAN AMENDMENT

For Community Development Department Use Only:

CASE NUMBER:

Date Received _____

Time Received _____

PROJECT NAME: **BSC Mixed-Use Residential Towers**

PROJECT DESCRIPTION: **A mixed-use residential development.**

PROJECT ADDRESS: **260 Island Drive & 223 Court Street (2 additional parcels included, one on Island Drive and one on Court Street (address unavailable))**

PROPERTY SIZE: **1.36± acres**

ASSESSOR'S PARCEL NO(S): **011-112-03, 06, 07 & 12**

ATTACH LEGAL DESCRIPTION OF PROPERTY.

ZONING-EXISTING: **CB**

PROPOSED: **CB**

MASTER PLAN-EXISTING: **TC**

PROPOSED: **TC**

EXISTING LAND USE: **Vacant**

PROPERTY OWNER(S)

NAME: **John and Sonnia Iliescu**

ADDRESS: **219 Court Street**
Reno, Nevada 89501

PHONE:

APPLICANT/DEVELOPER (S)

NAME: **Consolidated Pacific Development** E-MAIL ADDRESS: **Nathan@fisherfriedman.com**

ATTN:

ADDRESS: **932 Parker Street**
Berkley, CA 94710

PHONE: **(510) 548-6093**

PERSON TO CONTACT

REGARDING APPLICATION:

NAME: **Fisher Friedman Associates.**

CONTACT: **Nathan Ogle, AIA**

ADDRESS: **1485 Park Avenue, Suite 103**
Emeryville, CA 94608

PHONE: **(510) 420-1666**

FAX NO: **(510) 420-0599**

ALL PRINCIPALS IN THE FIRM SHALL BE IDENTIFIED.

**[PORTIONS OF]
TRIAL EXHIBIT 37**

CURRENT 5/07
CITY COUNCIL
PLANNING | APPROVED

Wingfield Towers

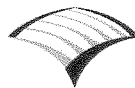


Tentative Map & Special Use Permit Application

Prepared for:

Consolidated Pacific Development
932 Parker Street
Berkeley, CA 94710

Prepared by:



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
575 Double Eagle Court Tel: 775.823.4068
Reno, NV 89521 Fax: 775.823.4066

February 7, 2006

TAB 1 Applications

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- Surrounding Topographic Graphic
- Slope Analysis Map
- Draft CC&R's
- Preliminary Title Report
- Assessor's Parcel map pages within 750' of Project Site
- NAB Agenda Request Form
- Tax Certifications

RENO DEVELOPMENT APPLICATION

ACTION REQUESTED:

(Please Check)

- ☐ ABANDONMENT
- ☐ ANNEXATION
- ☐ BOUNDARY LINE ADJUSTMENT
- ☐ MASTER PLAN AMENDMENT
- ☐ MINOR DEVIATION
- ☐ PARCEL MAP
- ☐ REVERSION TO ACREAGE
- ☐ SITE PLAN REVIEW
- ☒ SPECIAL USE PERMIT
- ☒ TENTATIVE MP
- ☐ WITH MAINTENANCE DISTRICT
- ☐ VARIANCE
- ☐ ZONING MAP AMENDMENT
- ☐ COOPERATIVE PLAN AMENDMENT

For Community Development Department Use Only:

CASE NUMBER:

Date Received _____

Time Received _____

PROJECT NAME: Wingfield Towers

PROJECT DESCRIPTION: A mixed-use residential development.

PROJECT ADDRESS: 260 Island Drive & 223 Court Street (2 additional parcels included, one on Island Drive and one on Court Street (address unavailable))

PROPERTY SIZE: 1.36± acres

ASSESSOR'S PARCEL NO(S): 011-112-03, 06, 07 & 12

ATTACH LEGAL DESCRIPTION OF PROPERTY.

ZONING-EXISTING: CB

PROPOSED: CB

MASTER PLAN-EXISTING: TC

PROPOSED: TC

EXISTING LAND USE: Vacant

PROPERTY OWNER(S)

NAME: John and Sonnia Iliescu

ADDRESS: 219 Court Street
Reno, Nevada 89501

PHONE:

APPLICANT/DEVELOPER (S)

NAME: Consolidated Pacific Development E-MAIL ADDRESS: Nathan@fisherfriedman.com

ATTN:

ADDRESS: 932 Parker Street
Berkley, CA 94710

PHONE: (510) 548-6093

PERSON TO CONTACT

REGARDING APPLICATION:

NAME: Fisher Friedman Associates.

CONTACT: Nathan Ogle, AIA

ADDRESS: 1485 Park Avenue, Suite 103
Emeryville, CA 94608

PHONE: (510) 420-1666

FAX NO: (510) 420-0599

ALL PRINCIPALS IN THE FIRM SHALL BE IDENTIFIED.

OWNER AFFIDAVIT

I am an owner of property/authorized agent involved in this petition and that I authorize Sam Anderson, 4140 W. 20th St., Reno, NV to request development related applications on my property. I declare under penalty of perjury that the foregoing is true and correct.

Executed on JAN 31, 2006, in RENO, Nevada.
(date) (City)

Name:

Title:

Signed:

John E. E. S. C. Y.
President
John E. E. S. C. Y.

OWNER AFFIDAVIT

I am an owner of property/authorized agent involved in this petition and that I authorize San Gabriel Properties, Inc. DEVEL to request development related applications on my property. I declare under penalty of perjury that the foregoing is true and correct.

Executed on Jan 31 2006, in Reno , Nevada.
(date) (City)

Name: Donna Thesid
Title: Wife
Signed: Donna Thesid

APPLICANT AFFIDAVIT

I am the applicant involved in this petition and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 26, 2006, in RENO, Nevada.
(date) (City)

Name:

Thomas Edward Patrick Steppan
Thomas Steppan

Title:

PRESIDENT

Signed:

Thomas Steppan

GRADING AND ENVIRONMENT:

GRADING:

- 1) Is the subject property within an area of potential hazard, including but not limited to earthquake faults, earth slide areas, or otherwise hazardous slopes? No

(If so, explain the impact of the hazard on the proposed development and describe proposed mitigating measures. Such hazardous areas must be shown on the subdivision map.)

- 2) Will grading for the project require cuts in excess of 20 feet and/or fills in excess of 10 feet? Yes

ENVIRONMENT:

- 1) Is the project situated on steep or severe terrain (15.1% or greater) and/or does this application trigger a Special Use Permit for Hillside Development? Yes

- 2) Will the project disturb areas within or adjacent to wetlands, stream environments, major drainageways, or significant hydrologic resources? Yes

(If so, explain the impact(s) and describe proposed mitigating measures. Such environmentally sensitive areas must be shown on the subdivision map.)

The project lies within the flood AE and Shaded Zone X of the Truckee River. The proposed uses within the structure that will be located within the flood zone areas are limited to the parking garage, associated with the proposed development.

- 3) Describe the methods for stabilization and/or revegetation of exposed and disturbed soils due to proposed grading activities:
Areas disturbed due to grading activities will be mitigated through public space in the Pedestrian Plaza, landscaping and groundcover.

UTILITIES:

WATER:

IS A CONCEPTUAL WATER SUPPLY AND CONVEYANCE STUDY INCLUDED WITH THIS APPLICATION? No

(If no, provide an explanation): Appropriate plans necessary for submission to TMWA were not available until the preparation of this application, Submittal to TMWA will follow the submittal schedule of this application.

- 1) Indicate the type and extent of water rights appurtenant to the property to be developed and identify entities holding title to said water rights: Truckee Meadows Water Authority will serve the project.
- 2) Provide a "will serve" letter from the water purveyor for this development indicating a commitment to provide sufficient water to the proposed project or in lieu thereof provide a statement indicating a willingness to dedicate to the City of Reno water rights of a sufficient yield to meet project water demand.
The applicant/developer is willing to dedicate to the City of Reno water rights of a sufficient yield to meet project water demand.
- 3) Provide a complete explanation of any agreement providing for the transfer of water rights from projects previously granted a "will serve" letter to the proposed subdivision:
N/A

SEWER:

IS A PRELIMINARY SEWER REPORT INCLUDED WITH THIS APPLICATION? Yes
(If no, provide an explanation): ____

- 1) Indicate which entity and facility will provide sewer collection and treatment and provide an estimate of the project generated sewage contribution:
TMWRF The project is anticipated to generate 263,000± g.p.d.
- 2) Provide a description of the size, location, and ownership of existing and proposed sewer lines connecting to sewer lines of the sewage treatment provider: A 36" Regional Transmission main located in Island Drive will be connected to for service of the site with a 10" service main.

ALL OTHER UTILITIES:

ARE POWER LINE RELOCATIONS PROPOSED FOR THIS PROJECT? Yes

(If yes, provide an explanation): An overhead line exists, crossing the site from east to west, providing service to an existing structure located on APN 011-112-02 (at 260 Island Drive). This line will be undergrounded with the proposed development and service to the structure at 260 Island Drive will be perpetuated through this undergrounded line.

Provide a description of the type and ownership of existing and proposed public and quasi public utilities proposed to serve the project: Other than the utility providers

identified above, Sierra Pacific Power, Charter Communications and SBC are anticipated to provide services to the BSC Mixed Use Residential Towers

TRAFFIC:

IS A PRELIMINARY TRAFFIC STUDY INCLUDED WITH THIS APPLICATION? Yes
(If no, provide an explanation):

- 1) Provide peak hour and average daily traffic volume generation estimates for the proposed project.

AM Peak – 255, PM Peak – 391, ADT – 3,471±

- 2) Identify potential impacts to existing and proposed streets, intersections, and major transportation corridors affected by the project and describe mitigating measures proposed:

This question will be addressed through an expanded traffic analysis, recently scoped with the City of Reno. This traffic report will be provided directly to all necessary agencies (as deemed by the City of Reno) for additional review and consideration in association with the project.

PUBLIC AND EMERGENCY SERVICES: Public and emergency services are currently available within adjacent neighborhoods and are served by Reno Police, Reno Fire and REMSA. As this project is an infill development in the urban core of the community, the impacts upon police, fire and emergency services are seen to be minimal as they were or should have been expected. Garbage service will be provided by Reno Disposal. The nearest emergency medical service facility is Saint Mary's Medical Center approximately 5 city blocks north of the site.

Provide the location and source of garbage disposal, police, fire and emergency medical service providers and describe potential impacts the project may have upon the capacity of these service providers:

IS SUBJECT PROPERTY WITHIN THE AIRPORT NOISE IMPACT AREA (65 Ldn noise level)? The subject property is NOT within the airport noise impact area.

(If so, explain the impact of the hazard on the proposed development and describe proposed mitigating measures. Such areas must be shown on the subdivision map.)

TENTATIVE MAP

CHECKLIST

NAME OF PROJECT: _____

Complete and Correct	Item No.	ITEMS REQUIRED
		<u>Tentative Map</u>
<input checked="" type="checkbox"/>	1	Subdivision name suitable to the Planning Commission.
<input checked="" type="checkbox"/>	2	Name and address of the landowner, developer, planner, architect, landscape architect and/or authorized agent.
<input checked="" type="checkbox"/>	3	Name and address of the surveyor or engineer who prepared the map.
<input checked="" type="checkbox"/>	4	Tax certificate from the Washoe County Treasurer.
<input checked="" type="checkbox"/>	5	Evidence of ownership of the property proposed to be subdivided.
<input checked="" type="checkbox"/>	6	A metes and bounds description sufficient to define the boundaries of the subdivision.
<input checked="" type="checkbox"/>	7	Basis of bearings, survey tie, and Section reference.
<input checked="" type="checkbox"/>	8	All adjacent property owners shown on the latest assessor's rolls.
<input checked="" type="checkbox"/>	9	Map drawn on 24" x 36" or sheets using standard engineering scales. (minimum scale 1" = 100')
<input checked="" type="checkbox"/>	10	Reduced scale vicinity map showing relationship of the subdivision to arterial and collector streets, section reference, and to the Reno City limits.
<input checked="" type="checkbox"/>	11	Approximate area in square feet or acres of the amount of land utilized as follows: (a) streets (b) parking (c) common area and/or recreation area
<input checked="" type="checkbox"/>	12	Proposed use of lots and public areas, if any, and number of units per acre within the development.

<input checked="" type="checkbox"/>	13	Date, north arrow, scale and sheet numbers in relation to the total number of sheets.
<input checked="" type="checkbox"/>	14	All streets indicated as either public or private with proposed street names.
<input checked="" type="checkbox"/>	15	A Preliminary Grading Plan and Checklist, signed and sealed by a civil engineer registered in the State of Nevada.
<input checked="" type="checkbox"/>	16	A Preliminary Utility Plan and Checklist, signed and sealed by a civil engineer registered in the State of Nevada.
<input checked="" type="checkbox"/>	17	A Preliminary Soils Report, prepared by a Nevada registered civil engineer, including soils characteristics sufficient for use in tentative structural design, i.e., street sections, building pads, etc.
<input checked="" type="checkbox"/>	18	A Preliminary Traffic Analysis providing estimates of peak hour and average daily traffic volumes generated by the project and a discussion of potential impacts to all major street intersections within and/or adjacent to the project.
<input checked="" type="checkbox"/>	19	The surrounding area within 150' of the existing boundaries of the proposed subdivision showing the following: <ul style="list-style-type: none"> (a) Topography with maximum 5 foot contours. (b) Street location, names, widths of right-of-way, and pavement widths. (d) Adjoining subdivision(s), parcel map(s) and surveys, including name, block designation, and/or lot or parcel number.
<input checked="" type="checkbox"/>	20	All contiguous areas under the same ownership not a part of the proposed plat or intended to remain in private ownership to be clearly and definitely marked "NOT A PART".
<input type="checkbox"/> N/A	21	A proposed plan indicating potential development of the entire area if the tentative map is a portion of a larger holding or proposed development.
<input checked="" type="checkbox"/>	22	All common ownership areas (including open space), labeled "common area".
<input checked="" type="checkbox"/>	23	Intended use, control, and maintenance of common areas.
<input type="checkbox"/> N/A	24	The width of right-of-way of each street (public or private), alley, and access road within and necessary to serve the proposed subdivision, and the radius of all curves and diameter of each cul-de-sac bulb, including a typical section for each type of roadway.

<input checked="" type="checkbox"/>	25	The width and approximate location of all existing or proposed easements, whether public or private, for streets, access roads, drainage, sewers, irrigation or public utility purposes and dedication of land for parks, recreation areas, common open space areas, schools or public purposes.
<input type="checkbox"/> N/A	26	All blocks numbered or lettered with block numbers or letters consecutive and beginning with the number "1" or the letter "A" and with all lots within each block, or within the subdivision as a whole, numbered consecutively.
<input checked="" type="checkbox"/>	27	The dimensions of each lot, with each lot providing an area not less than the areas required by zoning provisions. Lots may not be divided by a city-county boundary line.
<input type="checkbox"/> N/A	28	Side lot lines, where practical, at approximate right angles to the street upon which they front.
<input type="checkbox"/> N/A	29	The setback distance or that distance between the rights-of-way for the streets and the nearest part of proposed structures to those rights-of-way.
<input checked="" type="checkbox"/>	30	Parking spaces shown sufficient for the number of dwelling units proposed, when required by zoning.
<input type="checkbox"/> N/A	31	All known areas of potential hazard, including but not limited to, earthquake faults, earth slide areas, avalanche areas or otherwise hazardous slopes, clearly designated on the project site plan. The application shall include an explanation of the impact on the proposed development, future occupants, and future improvements generated by such hazardous conditions.
<input checked="" type="checkbox"/>	32	A preliminary landscaping and tree preservation and protection plan, when appropriate, indicating those trees proposed to be removed, those proposed to remain, and where new trees are proposed to be planted.
<input type="checkbox"/> N/A	33	Indication of prominent landmarks, areas of unique natural beauty, rock outcroppings, vistas and natural foliage which will be deciding considerations in the design of the subdivision.
<input checked="" type="checkbox"/>	34	Consideration and explanation of structure orientation for solar access and/or use.

IN THE SUPREME COURT OF THE STATE OF NEVADA

JOHN ILIESCU, JR., individually, JOHN
ILIESCU, JR. and SONNIA SANTEE
ILIESCU, as Trustees of the JOHN
ILIESCU, JR. AND SONNIA ILIESCU
1992 FAMILY TRUST AGREEMENT,

Appellants

vs.

MARK B. STEPPAN,

Respondent.

Supreme Court No. 68346

Washoe County Case No. CV07-
00341

(Consolidated w/ CV07-01021)
Electronically Filed
May 12, 2016 04:42 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

**APPENDIX TO
APPELLANT'S OPENING BRIEF
VOLUME VIII**

Appeal from the Second Judicial District Court of the State of Nevada
in and for the County of Washoe County
Case No. CV07-00341

G. MARK ALBRIGHT, ESQ.

Nevada Bar No. 001394

D. CHRIS ALBRIGHT, ESQ.

Nevada Bar No. 004904

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Counsel for Appellants

DOCUMENT INDEX

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
1	02/14/07	Application for Release of Mechanic's Lien (Case No. CV07-00341)	I	AA0001-0007
2	02/14/07	Declaration of John Iliescu in Support of Application for Release of Mechanic's Lien (Case No. CV07-00341) with Exhibits	I	AA0008-0013
3	03/06/07	Affidavit of Mailing of Application for Release of Mechanic's Lien, Declaration of John Iliescu in Support of Application for Release of Mechanic's Lien; and Order Setting Hearing	I	AA0014-0015
4	05/03/07	Response to Application for Release of Mechanic's Lien with Exhibits (Case No. CV07-00341)	I	AA0016-0108
5	05/03/07 Hrg.	Transcript: Application for Release of Mechanic's Lien (File Date - 06/29/07)	I	AA0109-0168
6	05/03/07	Order [Setting Discovery Schedule before ruling on Mechanic's Lien Release Application]	I	AA0169-0171
7	05/04/07	Complaint to Foreclose Mechanic's Lien and for Damages (Case No. CV07 01021)	I	AA0172-0177
8	05/08/07	Original Verification of Complaint to Foreclose Mechanic's Lien and for Damages (CV07-01021)	I	AA0178-0180
9	07/30/07	Supplemental Response to Application for Release of Mechanic's Lien (Case No. CV07-00341)	I	AA0181-0204
10	09/06/07 & 09/24/07	Stipulation and Order to Consolidate Proceedings [Both filed versions]	I	AA0205-0212
11	09/27/07	Answer to Complaint to Foreclose Mechanic's Lien and Third Party Complaint (Case No. CV07-01021) without Exhibits	I	AA0213-0229

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
12	04/17/08	Applicants/Defendants' Motion for Partial Summary Judgment including Exhibits 2, 4, 5, 6, (first 24 pages of) 7, 10, 11, & (first 12 pages of) 12	II	AA0230-0340
13	02/03/09	Mark B. Steppan's Opposition to Motion for Partial Summary Judgment and Cross-Motion for Partial Summary Judgment with all originally attached exhibits (consisting of Exhibits 13-23)	II	AA0341-434
14	03/31/09	Reply in Support of Motion for Partial Summary Judgment and Opposition to Cross-Motion with Exhibits	II	AA0435-0478
15	05/22/09	Mark B. Steppan's Reply to Opposition to Cross-Motion for Partial Summary Judgment with Exhibits	III	AA0479-0507
16	06/22/09	Order - Denying Motion for Partial Summary Judgment & Granting Cross Motion for Partial Summary Judgment [regarding failure to provide pre-lien notice]	III	AA0508-0511
17	07/20/09	Notice of Entry of [First] Partial Summary Judgment and Certificate of Service	III	AA0512-0515
18	09/06/11	Defendant Iliescus' Demand for Jury Trial	III	AA0516-0519
19	10/21/11	Steppan's Motion for Partial Summary Judgment [regarding lien amount] with Declaration of Mark B. Steppan	III	AA0520-0529
20	02/11/13	Opposition to Motion for Partial Summary Judgment [regarding lien amount]	III	AA0530-0539
21	02/21/13	Reply in Support of Motion for Partial Summary Judgment [regarding lien amount] with only Exhibits 2, 4, 5, 6, 7, 8 & 9	III	AA0540-0577

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
22	05/09/13	Order Granting Motion for Partial Summary Judgment [regarding lien on contract amount]	III	AA0578-0581
23	07/11/13	Motion to Strike Jury or Limit Demand without Exhibits	III	AA0582-0586
24	07/26/13	Opposition to Motion to Strike Jury Demand	III	AA0587-0594
25	08/06/13	Reply in Support of Motion to Strike Jury Demand with only Exhibits 2, 3 & 4	III	AA0595-0624
26	08/23/13	Order Granting Motion to Strike or Limit Jury Demand	III	AA0625-0627
27	09/09/13	Transcript: Hearing on Motion for Continuance & to Extend (File Date - 06/17/14)	III	AA0628-0663
28	11/08/13	NRCP 16.1(a)(3) Disclosure Statement	III	AA0664-0674
29	11/08/13	Plaintiff's Pre-Trial Disclosure	III	AA0675-0680
30	12/02/13	Iliescus' Pre-Trial Statement	III	AA0681-0691
31	12/04/13	Steppan's Pre-Trial Statement	III	AA0692-0728
32	12/06/13	Trial Stipulation	IV	AA0729-0735
33	12/09/13 Hrg.	Transcript: Trial Day 1 - Volume I – Corrected/ Repaginated Transcript (File Date - 02/27/15) Transcript pages 1-242	IV	AA0736-0979
		Transcript: Trial Day 1 - Volume I – Corrected/ Repaginated Transcript (File Date - 02/27/15) Transcript pages 243-291	V	AA0980-1028
34	12/09/13	Minutes: Bench Trial (Day 1) (Hearing Date - 12/09/13)	V	AA1029
35	12/10/13 Hrg.	Transcript: Trial Day 2 - Volume II (File Date - 02/24/14) Transcript pages 292-492	V	AA1030-1230
		Transcript: Trial Day 2 - Volume II (File Date - 02/24/14) Transcript pages 493-586	VI	AA1231-1324
36	12/10/13	Minutes: Bench Trial (Day 2) (Hearing Date - 12/10/13)	VI	AA1325

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
37	12/11/13	Legal Memorandum in Support of Dismissal for failure to Comply with Statute for Foreclosure Pursuant to NRCP 50	VI	AA1326-1332
38	12/11/13 Hrg.	Transcript: Trial Day 3 - Volume III (File Date - 02/24/14) Transcript pages 587-735	VI	AA1333-1481
		Transcript: Trial Day 3 - Volume III (File Date - 02/24/14) Transcript pages 736-844	VII	AA1482-1590
39	12/11/13 Hrg.	Transcript: Trial Day 4 - Volume IV (File Date - 02/24/14) Transcript pages 845-966	VII	AA1591-1712
40	12/12/13	Minutes: Bench Trial (Day 3) (Hearing Date - 12/11/13)	VII	AA1713-1714
41	12/12/13	Minutes: Bench Trial (Day 4) and list of Marked, Offered, and Admitted Trial Exhibits (Hearing Date - 12/12/13)	VIII	AA1715-1729
		<u>Trial Exhibits:</u>		
	12/09/13	Trial Exhibit 1 [Original Lien Notice]		AA1730-1734
	12/09/13	Trial Exhibit 2 [Amended Lien Notice]		AA1735-1740
	12/09/13	Trial Exhibit 3 [Second Amended Lien Notice]		AA1741-1750
	12/09/13	Trial Exhibit 14 [Hourly Fee Agreement]		AA1751-1753
	12/09/13	Trial Exhibit 15 [December 14, 2005 Nathan Ogle Letter]		AA1754-1755
	12/09/13	Trial Exhibit 16 [February 7, 2006 Nathan Ogle Letter]		AA1756-1757
	12/09/13	Trial Exhibit 19 [May 31, 2006 Side Agreement Letter Proposal for Model Exhibits]		AA1758-1761
	12/09/13	Trial Exhibit 20 [May 31, 2006 Side Agreement Letter Proposal for Adjacent Church Parking Studies]		AA1762-1765

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	12/11/13	Trial Exhibit 21 [August 10, 2006 Side Agreement Letter Proposal for City Staff Meeting Requested Studies]		AA1766-1767
	12/11/13	Trial Exhibit 22 [September 13, 2006 Side Agreement Letter Proposal for video fly-through]		AA1768-1771
	N/A	[Pages AA1772-1778 Intentionally Omitted]		[AA1772-1778 Intentionally Omitted]
	12/11/13	Trial Exhibit 24 [Hourly Fee Project Invoices]		AA1779-1796
	12/10/13	Trial Exhibit 25 [Post-AIA Flat Fee Project Invoices]		AA1797-1815
	12/11/13	Trial Exhibit 26 [Project Invoices for Reimbursable expenses]		AA1816-1843
	12/09/13	Portions of Trial Exhibit 35 [Portions of Application for Special Use Permit]		AA1844-1858
	12/09/13	Portions of Trial Exhibit 36 [Portions of February 7, 2006 Application for Special Use Permit and Tentative Map]		AA1859-1862
	12/09/13	Portions of Trial Exhibit 37 [Portions of Tentative Map & Special Use Permit Application Pages]		AA1863-1877
	12/09/13	Portions of Trial Exhibit 51 [Reno Development Application Documents Pages 1-7]		AA1878-1885
	12/09/13	Trial Exhibit 52 [October 13, 2010 City of Reno Permit Receipt]		AA1886-1887
	12/09/13 [Offered but Rejected]	Proposed Trial Exhibit 130-Never Admitted [September 30, 2013 Don Clark Expert Report]		AA1888-1892
42	01/02/14	Steppan's Supplemental Trial Brief	VIII	AA1893-1898
43	01/03/14	Post Trial Argument by Defendant Iliescu	VIII	AA1899-1910
44	05/28/14	Findings of Fact, Conclusions of Law and Decision	VIII	AA1911-1923
45	06/10/14	Hearing Brief Regarding Calculation of Principal and Interest	VIII	AA1924-1931

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
46	06/12/14	Minutes: Hearing on Final Amount Owed, Pursuant to the Order Filed on May 28, 2014 (Hearing Date - 06/12/14)	VIII	AA1932
47	06/12/14 Hrg.	Transcript: Hearing on Final Decree and Order based on the Court's 5/28/14 Findings of Fact, Conclusions of Law and Decision (File Date - 01/21/15)	VIII	AA1933-1963
48	10/27/14	Defendants' Motion for NRCP 60(b) Relief From Court's Findings of Fact, Conclusions of Law and Decision and Related Orders (with Exhibit Nos. 9, 11, 12, 15, 16, 17, and 18)	IX	AA1964-2065
49	12/04/14	Amended Opposition to Defendants' Motion for NRCP 60(b) Relief from Court's Findings of Fact, Conclusions of Law and Decision and Related Orders	IX	AA2066-2183
50	12/16/14	Defendants' Reply Points and Authorities in Support of Their Motion for NRCP 60(b) Relief From Court's Findings of Fact, Conclusions of Law and Decision and Related Orders	IX	AA2184-2208
51	02/18/15 Hrg.	Transcript: Oral Arguments regarding Iliescus' Rule 60(b) Motion – Day 1 (File Date - 02/23/15)	X	AA2209-2256
52	02/18/15 Hrg.	Minutes: Oral Arguments re: Rule 60(b) (Day 1) (Hrg. Date - 02/15/18)	X	AA2257
53	02/18/15 Hrg.	Transcript: Oral Arguments regarding Iliescus Rule 60(b) Motion – Day 2 (File Date - 02/23/15)	X	AA2258-2376
54	02/23/15	Minutes: Oral Arguments re: Rule 60(b) (Day 2) (Hearing Date - 02/23/15)	X	AA2377
55	02/26/15 Court	Judgment, Decree and Order for Foreclosure of Mechanics Lien	X	AA2378-2380
56	02/27/15	Notice of Entry of Judgment, Decree and Order for Foreclosure of Mechanic's Liens	X	AA2381-2383

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
57	03/10/15	Defendants' Motion For Court To Alter Or Amend Its Judgment And Related Prior Orders	X	AA2384-2420
58	03/11/15	Opposition to Defendants' Motion to Alter or Amend Judgment and Related Orders	X	AA2421-2424
59	03/13/15	Decision and Order Denying NRCP 60(b) Motion	X	AA2425-2431
60	03/13/15	Notice of Entry of Order Denying Rule 60(b) Motion with Certificate of Service	X	AA2432-2435
61	03/20/15	Reply Points and Authorities in Support of Defendants' Motion For Court To Alter Or Amend Its Judgment And Related Prior Orders	X	AA2436-2442
62	05/27/15	Order Denying Defendants' Motion for Court to Alter or Amend Its Judgment and Related Prior Orders	X	AA2443-2446
63	05/28/15	Notice of Entry of Order Denying Motion to Alter or Amend, with Certificate of Service	X	AA2447-2448
64	06/23/15	Notice of Appeal By John Iliescu, Jr., Individually, and John Iliescu, Jr. and Sonnia Santee Iliescu, as Trustees of The John Iliescu, Jr. and Sonnia Iliescu 1992 Family Trust Agreement	X	AA2449-2453
65	07/15/15	Notice of Entry of Various Orders	XI	AA2454-2479
66	10/29/15	Minutes: Hearing on Defendants' Motion for Clarification (Hearing Date -11/13/15)	XI	AA2480
67	11/17/15	Decision and Order Granting Motion Seeking Clarification of Finality of Judgment	XI	AA2481-2484

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
68	12/16/15	Amended Notice of Appeal By John Iliescu, Jr., Individually, and John Iliescu, Jr. and Sonnia Santee Iliescu, As Trustees of The John Iliescu, Jr. and Sonnia Iliescu 1992 Family Trust Agreement	XI	AA2485-2489
69	01/26/16	Order Dismissing Appeal in Part and Reinstating Briefing	XI	AA2490-2492
		SUPPLEMENTAL DOCUMENTS¹		
70	12/10/13	Deposition Transcript of David Snelgrove on November 18, 2008	XI	AA2493-2554
71	12/11/13	Trial Exhibits 27-31 [Side Agreement Invoices]	XI	AA2555-2571

ALPHABETICAL INDEX

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
3	03/06/07	Affidavit of Mailing of Application for Release of Mechanic's Lien, Declaration of John Iliescu in Support of Application for Release of Mechanic's Lien; and Order Setting Hearing	I	AA0014-0015
68	12/16/15	Amended Notice of Appeal By John Iliescu, Jr., Individually, and John Iliescu, Jr. and Sonnia Santee Iliescu, As Trustees of The John Iliescu, Jr. and Sonnia Iliescu 1992 Family Trust Agreement	XI	AA2485-2489
49	12/04/14	Amended Opposition to Defendants' Motion for NRCP 60(b) Relief from Court's Findings of Fact, Conclusions of Law and Decision and Related Orders	IX	AA2066-2183
11	09/27/07	Answer to Complaint to Foreclose Mechanic's Lien and Third Party Complaint (Case No. CV07-01021) without Exhibits	I	AA0213-0229

¹ These documents are not in chronological order because they were added to the Appendix shortly before filing.

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12	04/17/08	Applicants/Defendants' Motion for Partial Summary Judgment including Exhibits 2, 4, 5, 6, (first 24 pages of) 7, 10, 11, & (first 12 pages of) 12	II	AA0230-0340
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7	05/04/07	Complaint to Foreclose Mechanic's Lien and for Damages (Case No. CV07 01021)	I	AA0172-0177
59	03/13/15	Decision and Order Denying NRCP 60(b) Motion	X	AA2425-2431
67	11/17/15	Decision and Order Granting Motion Seeking Clarification of Finality of Judgment	XI	AA2481-2484
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18	09/06/11	Defendant Iliescus' Demand for Jury Trial	III	AA0516-0519
57	03/10/15	Defendants' Motion For Court To Alter Or Amend Its Judgment And Related Prior Orders	X	AA2384-2420
48	10/27/14	Defendants' Motion for NRCP 60(b) Relief From Court's Findings of Fact, Conclusions of Law and Decision and Related Orders (with Exhibit Nos. 9, 11, 12, 15, 16, 17, and 18)	IX	AA1964-2065
50	12/16/14	Defendants' Reply Points and Authorities in Support of Their Motion for NRCP 60(b) Relief From Court's Findings of Fact, Conclusions of Law and Decision and Related Orders	IX	AA2184-2208
70	12/10/13	Deposition Transcript of David Snelgrove on November 18, 2008	XI	AA2493-2554
44	05/28/14	Findings of Fact, Conclusions of Law and Decision	VIII	AA1911-1923

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
45	06/10/14	Hearing Brief Regarding Calculation of Principal and Interest	VIII	AA1924-1931
30	12/02/13	Iliescus' Pre-Trial Statement	III	AA0681-0691
55	02/26/15 Court	Judgment, Decree and Order for Foreclosure of Mechanics Lien	X	AA2378-2380
37	12/11/13	Legal Memorandum in Support of Dismissal for failure to Comply with Statute for Foreclosure Pursuant to NRCP 50	VI	AA1326-1332
13	02/03/09	Mark B. Steppan's Opposition to Motion for Partial Summary Judgment and Cross-Motion for Partial Summary Judgment with all originally attached exhibits (consisting of Exhibits 13-23)	II	AA0341-434
15	05/22/09	Mark B. Steppan's Reply to Opposition to Cross-Motion for Partial Summary Judgment with Exhibits	III	AA0479-0507
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34	12/09/13	Minutes: Bench Trial (Day 1) (Hearing Date - 12/09/13)	V	AA1029
36	12/10/13	Minutes: Bench Trial (Day 2) (Hearing Date - 12/10/13)	VI	AA1325
40	12/12/13	Minutes: Bench Trial (Day 3) (Hearing Date - 12/11/13)	VII	AA1713-1714
41	12/12/13	Minutes: Bench Trial (Day 4) and list of Marked, Offered, and Admitted Trial Exhibits (Hearing Date - 12/12/13)	VIII	AA1715-1729
		<u>Trial Exhibits:</u>		
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	12/09/13	Trial Exhibit 3 [Second Amended Lien Notice]		AA1741-1750
	12/09/13	Trial Exhibit 14 [Hourly Fee Agreement]		AA1751-1753

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	12/09/13	Portions of Trial Exhibit 35 [Portions of Application for Special Use Permit]		AA1844-1858
	12/09/13	Portions of Trial Exhibit 36 [Portions of February 7, 2006 Application for Special Use Permit and Tentative Map]		AA1859-1862
	12/09/13	Portions of Trial Exhibit 37 [Portions of Tentative Map & Special Use Permit Application Pages]		AA1863-1877
	12/09/13	Portions of Trial Exhibit 51 [Reno Development Application Documents Pages 1-7]		AA1878-1885
	12/09/13	Trial Exhibit 52 [October 13, 2010 City of Reno Permit Receipt]		AA1886-1887

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	12/09/13 [Offered but Rejected]	Proposed Trial Exhibit 130-Never Admitted [September 30, 2013 Don Clark Expert Report]		AA1888-1892
66	10/29/15	Minutes: Hearing on Defendants' Motion for Clarification (Hearing Date -11/13/15)	XI	AA2480
52	02/18/15 Hrg.	Minutes: Oral Arguments re: Rule 60(b) (Day 1) (Hrg. Date - 02/15/18)	X	AA2257
54	02/23/15	Minutes: Oral Arguments re: Rule 60(b) (Day 2) (Hearing Date - 02/23/15)	X	AA2377
23	07/11/13	Motion to Strike Jury or Limit Demand without Exhibits	III	AA0582-0586
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63	05/28/15	Notice of Entry of Order Denying Motion to Alter or Amend, with Certificate of Service	X	AA2447-2448
60	03/13/15	Notice of Entry of Order Denying Rule 60(b) Motion with Certificate of Service	X	AA2432-2435
65	07/15/15	Notice of Entry of Various Orders	XI	AA2454-2479
28	11/08/13	NRCP 16.1(a)(3) Disclosure Statement	III	AA0664-0674
58	03/11/15	Opposition to Defendants' Motion to Alter or Amend Judgment and Related Orders	X	AA2421-2424
20	02/11/13	Opposition to Motion for Partial Summary Judgment [regarding lien amount]	III	AA0530-0539

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
24	07/26/13	Opposition to Motion to Strike Jury Demand	III	AA0587-0594
16	06/22/09	Order - Denying Motion for Partial Summary Judgment & Granting Cross Motion for Partial Summary Judgment [regarding failure to provide pre-lien notice]	III	AA0508-0511
6	05/03/07	Order [Setting Discovery Schedule before ruling on Mechanic's Lien Release Application]	I	AA0169-0171
62	05/27/15	Order Denying Defendants' Motion for Court to Alter or Amend Its Judgment and Related Prior Orders	X	AA2443-2446
69	01/26/16	Order Dismissing Appeal in Part and Reinstating Briefing	XI	AA2490-2492
22	05/09/13	Order Granting Motion for Partial Summary Judgment [regarding lien on contract amount]	III	AA0578-0581
26	08/23/13	Order Granting Motion to Strike or Limit Jury Demand	III	AA0625-0627
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43	01/03/14	Post Trial Argument by Defendant Iliescu	VIII	AA1899-1910
21	02/21/13	Reply in Support of Motion for Partial Summary Judgment [regarding lien amount] with only Exhibits 2, 4, 5, 6, 7, 8 & 9	III	AA0540-0577
14	03/31/09	Reply in Support of Motion for Partial Summary Judgment and Opposition to Cross-Motion with Exhibits	II	AA0435-0478
25	08/06/13	Reply in Support of Motion to Strike Jury Demand with only Exhibits 2, 3 & 4	III	AA0595-0624

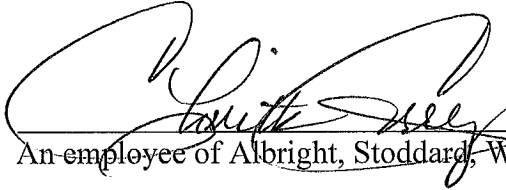
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19	10/21/11	Steppan's Motion for Partial Summary Judgment [regarding lien amount] with Declaration of Mark B. Steppan	III	AA0520-0529
31	12/04/13	Steppan's Pre-Trial Statement	III	AA0692-0728
42	01/02/14	Steppan's Supplemental Trial Brief	VIII	AA1893-1898
10	09/06/07 & 09/24/07	Stipulation and Order to Consolidate Proceedings [Both filed versions]	I	AA0205-0212
9	07/30/07	Supplemental Response to Application for Release of Mechanic's Lien (Case No. CV07-00341)	I	AA0181-0204
5	05/03/07 Hrg.	Transcript: Application for Release of Mechanic's Lien (File Date - 06/29/07)	I	AA0109-0168
47	06/12/14 Hrg.	Transcript: Hearing on Final Decree and Order based on the Court's 5/28/14 Findings of Fact, Conclusions of Law and Decision (File Date - 01/21/15)	VIII	AA1933-1963
27	09/09/13	Transcript: Hearing on Motion for Continuance & to Extend (File Date - 06/17/14)	III	AA0628-0663
53	02/18/15 Hrg.	Transcript: Oral Arguments regarding Iliescus Rule 60(b) Motion – Day 2 (File Date - 02/23/15)	X	AA2258-2376
51	02/18/15 Hrg.	Transcript: Oral Arguments regarding Iliescus' Rule 60(b) Motion – Day 1 (File Date - 02/23/15)	X	AA2209-2256
33	12/09/13 Hrg.	Transcript: Trial Day 1 - Volume I – Corrected/ Repaginated Transcript (File Date - 02/27/15) Transcript pages 1-242	IV	AA0736-0979

DOC.	FILE/HRG. DATE	DOCUMENT DESCRIPTION	VOL.	BATES NOS.
		Transcript: Trial Day 1 - Volume I – Corrected/ Repaginated Transcript (File Date - 02/27/15) Transcript pages 243-291	V	AA0980-1028
35	12/10/13 Hrg.	Transcript: Trial Day 2 - Volume II (File Date - 02/24/14) Transcript pages 292-492	V	AA1030-1230
		Transcript: Trial Day 2 - Volume II (File Date - 02/24/14) Transcript pages 493-586	VI	AA1231-1324
38	12/11/13 Hrg.	Transcript: Trial Day 3 - Volume III (File Date - 02/24/14) Transcript pages 587-735	VI	AA1333-1481
		Transcript: Trial Day 3 - Volume III (File Date - 02/24/14) Transcript pages 736-844	VII	AA1482-1590
39	12/11/13 Hrg.	Transcript: Trial Day 4 - Volume IV (File Date - 02/24/14) Transcript pages 845-966	VII	AA1591-1712
71	12/11/13	Trial Exhibits 27-31 [Side Agreement Invoices]	XI	AA2555-2571
32	12/06/13	Trial Stipulation	IV	AA0729-0735

CERTIFICATE OF SERVICE

Pursuant to NRAP 25(c), I hereby certify that I am an employee of ALBRIGHT, STODDARD, WARNICK & ALBRIGHT, and that on this 12th day of May, 2016, the foregoing **APPENDIX TO APPELLANT'S OPENING BRIEF, VOLUME VIII**, was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list as follows:

Michael D. Hoy, Esq.
HOY CHRISSINGER KIMMEL P.C.
50 West Liberty Street, Suite 840
Reno, Nevada 89501
(775) 786-8000
mhoy@nevadalaw.com
Attorney for Respondent Mark Steppan


An employee of Albright, Stoddard, Warnick & Albright

CASE NO. CV07-00341 **MARK STEPPAN VS. JOHN ILIESCU, ETAL**

PAGE 1

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

12/12/13

ONGOING BENCH TRIAL

HONORABLE

8:30 a.m. – Court reconvened.

ELLIOTT A.

Plaintiff Mark Steppan was present with counsel, Michael Hoy, Esq.

SATTLER

Defendants Dr. John Iliescu, Jr., and Sonnia Iliescu were present with counsel, C.

DEPT. NO. 10

Nicholas Pereos, Esq.

M. Merkouris
(Clerk)

Defendant **Dr. John Iliescu, Jr.**, was reminded by the Court that he remained under oath; further direct examined and excused.

M. Pava

Counsel Pereos called **Vernon Kloos**; counsel Hoy objected as Mr. Kloos was not a noticed witness.

(Reporter)

COURT asked Mr. Kloos to remain outside the courtroom. Deputy City Attorney Jon Shipman was present on behalf of Mr. Kloos.

Counsel Pereos made an offer of proof regarding what Mr. Kloos would testify to; counsel Hoy stipulated to the offer of proof. Counsel Pereos advised the Court that Mr. Kloos' testimony would no longer be necessary based on counsel Hoy's stipulation.

Counsel Pereos advised the Court that his next witness would not be here until 9:00 a.m.

8:44 a.m. – Court stood in recess.

8:56 a.m. – Court reconvened.

Counsel Pereos called **Donald Clark** who was sworn and direct examined.

Counsel Pereos offered Exhibit 130; objection sustained.

Witness further direct examined; questioned by the Court; cross examined; and excused.

Discussion ensued regarding the schedule for the remaining witnesses.

Counsel Hoy advised the Court that he would object to any testimony from Mr. Campbell.

Counsel Pereos made an offer of proof regarding what Mr. Campbell would testify to; discussion ensued regarding Mr. Campbell's testimony.

Counsel Hoy advised the Court that he will stipulate to Exhibit 132 to make counsel Pereos' offer of proof complete; and he further argued in opposition of Mr. Campbell testifying.

Counsel Pereos responded; and he further advised the Court that Mr. Campbell's testimony is no longer necessary.

Counsel Pereos advised the Court that his next witness is not scheduled until after lunch, however he will attempt to contact him and ask him to arrive earlier.

10:04 a.m. – Court stood in recess.

11:00 a.m. – Court reconvened.

Counsel Pereos called **Richard K. Johnson** who was reminded by the Court that he remained under oath; direct examined; cross examined.

Counsel Hoy marked and offered Exhibits 54 and 78; objection. Counsel Pereos questioned the witness briefly and then withdrew his objection to the admissibility of Exhibits 54 and 78; **ordered ADMITTED into evidence.**

PAGE 2

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

12/12/13

ONGOING BENCH TRIAL

HONORABLE

Witness further cross examined and excused.

ELLIOTT A.

Defendant rested.

SATTLER

Discussion ensued between the Court and respective counsel regarding how closing arguments will be done; counsel Hoy advised the Court that he and counsel Pereos would prefer to do oral closing arguments.

DEPT. NO. 10

M. Merkouris

(Clerk)

COURT advised respective counsel that he will allow oral closing arguments, as well as supplemental briefs from each side; **COURT ORDERED** respective counsel shall file closing argument supplemental briefs no later than 5:00 p.m. on Friday, January 3, 2013, if they choose to do so.

M. Pava

Upon questioning by the Court, counsel Hoy advised that he was not able to obtain the notice of publication.

(Reporter)

11:24 a.m. – Court stood in recess for lunch.

1:15 p.m. – Court reconvened.

Counsel Hoy presented closing arguments.

Counsel Pereos presented closing arguments.

Counsel Hoy presented final closing arguments.

COURT thanked and commended respective counsel for their professionalism.

COURT ORDERED matter taken under advisement.

2:29 p.m. – Court concluded and stood in recess.

BENCH TRIAL EXHIBITS**PLTF: Mark B. Steppan****PATY: Michael D. Hoy, Esq.****DEFT: John Iliescu, Jr., et. al****DATY: C. Nicholas Pereos, Esq.****Case No: CV07-00341 Dept. No: 10 Clerk: M. Merkouris Date: 12/9/13**

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Steppan	Notice and Claim of Lien [WCR 3460499]	12/6/13	No Obj.	12/9/13
2	Steppan	Amended Notice and Claim of Lien [WCR 3528313]	12/6/13	No Obj.	12/9/13
3	Steppan	Second Amended Notice and Claim of Lien [WCR 3528313]	12/6/13	No Obj.	12/9/13
4	Steppan	Timeline – revised 9/24/08	12/9/13	No Obj.	12/9/13
5	Steppan	Computation of Prejudgment Interest	12/6/13		
6	Steppan	Standard Form of Agreement Between Owner and Architect, AIA Document B141 – 1997, Part 1 and Part 2 [STEPPAN 7498-7519]	12/6/13	No Obj.	12/9/13
7	Steppan	Addendum No. 1 Contractual Changes to AIA B141 Standard Agreement between Owner and Architect [STEPPAN 7520-7522]	12/6/13	No Obj.	12/9/13
8	Steppan	12/14/2005 Waiver of conflict letter [HL 83-87]	12/6/13	No Obj.	12/9/13
9	Steppan	10/25/2005 Letter proposal from Mark Steppan to Anthony Iamesi with transmittal of B141 form [STEPPAN 4372-4391]	12/6/13	No Obj.	12/9/13
10	Steppan	11/14/2005 Memorandum from Sarah Class to Calvin Baty [STEPPAN 2769-2770]	12/6/13	No Obj.	12/9/13
11	Steppan	11/18/2005 Email memorandum from Sarah Class to Calvin Baty [STEPPAN 2772-2773]	12/6/13	No Obj.	12/9/13
12	Steppan	11/29/2005 Email memorandum from Sarah Class to Sam Caniglia [HL 0075]	12/6/13	No Obj.	12/9/13

BENCH TRIAL EXHIBITS

PLTF: **Mark B. Steppan**

PATY: **Michael D. Hoy, Esq.**

DEFT: **John Iliescu, Jr., et. al**

DATY: **C. Nicholas Pereos, Esq.**

Case No: CV07-00341 Dept. No: 10 Clerk: M. Merkouris Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
13	Steppan	12/20/2005 Steppan response to owner issues on AIA contract [STEPPAN 3363-3365]	12/6/13	No Obj.	12/9/13
14	Steppan	11/15/2005 Letter agreement for Project 0515-01 (preliminary design services) [STEPPAN 4370-4371, 2897-2898]	12/6/13	No Obj.	12/9/13
15	Steppan	12/14/2005 Design Services Continuation Letter [STEPPAN 2837]	12/6/13	No Obj.	12/9/13
16	Steppan	02/07/2006 Design Services Continuation Letter [STEPPAN 2831]	12/6/13	No Obj.	12/9/13
17	Steppan	03/24/2006 Design Services Continuation Letter [STEPPAN 2884]	12/6/13	No Obj.	12/9/13
18	Steppan	02/27/2006 Design Presentation Services Budget Evaluation [STEPPAN 3358, 3148]	12/6/13	No Obj.	12/9/13
19	Steppan	05/31/2006 Letter agreement for Project 0515-02 (Building Massing Model Exhibits) [4358-4360]	12/6/13	No Obj.	12/9/13
20	Steppan	05/31/2006 Letter agreement for Project 0515-03 (Adjacent Church Parking Studies) [STEPPAN 4361-4363]	12/6/13	No Obj.	12/9/13
21	Steppan	08/10/2006 Letter agreement for Project 0515-05 (City Staff Meeting – Vern Kloos) Requested Studies) [STEPPAN 3251]	12/6/13	Obj/Overr	12/11/13
22	Steppan	08/10/2006 Letter agreement for Project 0515-06 (Video Fly-through edits) [STEPPAN 7552-7554]	12/6/13	Obj/Overr	12/11/13

BENCH TRIAL EXHIBITS

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DATY: **C. Nicholas Pereos, Esq.**

Case No: CV07-00341 Dept. No: 10 Clerk: M. Merkouris Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
23	Steppan	Copy of Notice of Lis Pendes	12/11/13	Obj/Overr	12/11/13
23a	Steppan	Original Notice of Lis Pendes	12/11/13	Obj/Over	12/11/13
24	Steppan	Invoices: Project 0515-01	12/6/13	No Obj.	12/11/13
25	Steppan	Invoices: Project 0515	12/6/13	No Obj.	12/10/13
26	Steppan	Invoices: Project 0515-R	12/6/13	No Obj.	12/11/13
27	Steppan	Invoices: Project 0515-02	12/6/13	Obj/Overr	12/11/13
28	Steppan	Invoices: Project 0515-03	12/6/13	Obj/Overr	12/11/13
29	Steppan	Invoices: Project 0515-05	12/6/13	Obj/Overr	12/11/13
30	Steppan	Invoices: Project 0515-06	12/6/13	Obj/Overr	12/11/13
31	Steppan	Invoice 22622, September 19, 2007 re-billing for project 0515.	12/6/13		
32	Steppan	09/01/2006 Letter from Rodney Friedman to Calvin Bosma [STEPPAN 4355, ILIESCU 645]	12/6/13	No Obj.	12/9/13
33	Steppan	10/20/2006 Email from Nathan Ogle to Calvin Bosma re payment [STEPPAN 3862]	12/6/13	No Obj.	12/9/13
34	Steppan	10/24/2006 Email from Nathan Ogle to Calvin Bosma and others regarding payment schedule [STEPPAN 3861]	12/6/13	No Obj.	12/10/13
35	Steppan	01/17/2006 Special Use Permit Application (contains Steppan/FFA instruments of service) [STEPPAN 2365-2518]	12/6/13	No Obj.	12/9/13
36	Steppan	02/07/2006 Tentative Map & Special Use Permit Application [STEPPAN 2519-2740]	12/6/13	No Obj.	12/9/13
37	Steppan	05/07/2006 Tentative Map and Special Use Permit Application [STEPPAN 2100-2338]	12/6/13	No Obj.	12/9/13

BENCH TRIAL EXHIBITS

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Case No: CV07-00341 Dept. No: 10 Clerk: M. Merkouris Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
38	Steppan	(05/15/2006) Revised Tentative Map Sheets: [STEPPAN 2344-2364] Index Sheet Sheet S-1 Sheet S-2 Sheet S-3 Sheet S-4 Sheet S-5 Sheet S-6 Sheet S-7 Sheet S-8 Sheet S-9 Sheet S-10 Sheet S-11 Sheet S-12 Sheet S-13 Sheet S-14 Sheet S-15 Sheet S-16 Sheet S-17 Sheet S-18 Sheet G-1 Sheet U-1	12/6/13	No Obj.	12/9/13
39	Steppan	01/17/2006 Site plan, elevations in color [STEPPAN 7389-7397]	12/6/13		
40	Steppan	05/08/2006 Powerpoint presentation to City of Reno (PDF Version)	12/6/13	No Obj.	12/9/13
41	Steppan	05/08/2006 Powerpoint presentation to City of Reno (PPT Version) (Note: submitted on DVD-ROM)	12/6/13	No Obj.	12/9/13
42	Steppan	Fly-through video (Note: submitted on DVD-ROM)	12/6/13	No Obj.	12/9/13

BENCH TRIAL EXHIBITS

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Case No: CV07-00341

Dept. No: 10

Clerk: M. Merkouris

Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
43	Steppan	06/26/2006 Memo from Denny Peters re Application Review [STEPPAN 0488-0490]	12/6/13	No Obj.	12/9/13
44	Steppan	07/31/2006 Letter from Wood Rodgers to City of Reno [STEPPAN 0486-0487]	12/6/13	No Obj.	12/9/13
45	Steppan	08/07/2006 Letter from Wood Rogers to Vern Kloos [STEPPAN 0461-0487]	12/6/13	No Obj.	12/9/13
46	Steppan	09/26/2006 Memo from Denny Peters to Claudia Hanson re Planning Commission Considerations [STEPPAN 0390-0397]	12/6/13	No Obj.	12/9/13
47	Steppan	10/05/2006 Letter from Reno Planning Commission to Consolidated Pacific Development [STEPPAN 0446-0453]	12/6/13	No Obj.	12/9/13
48	Steppan	11/30/2006 Letter from City of Reno to John and Sonnia Iliescu re approval of application for tentative map and special use permits	12/6/13	No Obj.	12/9/13
49	Steppan	10/09/2008 Application to extend final map deadline and receipt for filing fee. [STEPPAN 7436-7454]	12/6/13	No Obj.	12/9/13
50	Steppan	11/24/2008 Letter from City of Reno to John and Sonnia Iliescu approving two-year extension for final map. [STEPPAN 7384-7385]	12/6/13	No Obj.	12/9/13
51	Steppan	10/11/2010 Application to City of Reno to extend final map deadline [STEPPAN 7400-7432]	12/6/13		

BENCH TRIAL EXHIBITS

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Case No: CV07-00341

Dept. No: 10

Clerk: M. Merkouris

Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
52	Steppan	10/13/2010 Receipt City of Reno [ILIESCU 644]	12/6/13	No Obj.	12/9/13
53	Steppan	11/12/2006 Letter from City of Reno to John and Sonnia Iliescu approving one-year extension for final map. [STEPPAN 7398-7399]	12/6/13	No Obj.	12/9/13
54	Steppan	Addendum No. 6 dated 7/1/09	12/12/13	No Obj.	12/12/13
55	Steppan	Shadow Study [STEPPAN 4282-4293]	12/6/13	No Obj.	12/9/13
56	Steppan	Photographs of foam models [STEPPAN 4270-4281]	12/6/13	No Obj.	12/9/13
57	Steppan	Schematic floor plans, foam models, etc. [STEPPAN 4109-4115]	12/6/13	No Obj.	12/9/13
58	Steppan	Renderings in environment [STEPPAN 1483-1492]	12/6/13	No Obj.	12/9/13
59	Steppan	Renderings in environment [STEPPAN 1543-1545]	12/6/13	No Obj.	12/9/13
60	Steppan	Sketches [STEPPAN 1475-1479]	12/6/13	No Obj.	12/9/13
61	Steppan	HVAC Systems Comparison [STEPPAN 3577-3579]	12/6/13	No Obj.	12/9/13
62	Steppan	Living unit layouts [STEPPAN 3682-3686]	12/6/13	No Obj.	12/9/13
63	Steppan	South Elevation along Court Street [STEPPAN 1494]	12/6/13	No Obj.	12/9/13
64	Steppan	North Elevation along Island Avenue [STEPPAN 1495]	12/6/13	No Obj.	12/9/13
65	Steppan	Assessor's Parcel Map 011-11	12/6/13	No Obj.	12/9/13
66	Steppan	07/14/2005 Proposal from Consolidated Pacific Development to Richard Johnson [ILIESCU 0017-0018]	12/6/13	No Obj.	12/9/13

BENCH TRIAL EXHIBITS

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Case No: CV07-00341

Dept. No: 10

Clerk: M. Merkouris

Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
67	Steppan	07/14/2005 Proposal from Consolidated Pacific Development to Richard Johnson (with handwriting) [ILIESCU 0582-0583]	12/6/13	No Obj.	12/9/13
68	Steppan	Land Purchase Agreement (signed by seller) [ILIESCUY 0042-0063]	12/6/13	No Obj.	12/9/13
69	Steppan	Addendum No. 1 [ILIESCU 065-068]	12/6/13	No Obj.	12/9/13
70	Steppan	Addendum No. 2 [ILIESCU 070-071]	12/6/13	No Obj.	12/9/13
71	Steppan	Addendum No. 3 [ILIESCU 090-105]	12/6/13	No Obj.	12/9/13
72	Steppan	Addendum No. 4 [ILIESCU 137-138]	12/6/13	No Obj.	12/9/13
73	Steppan	Addendum No. 5 [STEPPAN 5070-5073]	12/6/13	No Obj.	12/9/13
74	Steppan	03/25/2008 Email regarding Addendum No. 6 [STEPPAN 5453]	12/6/13		
75	Steppan	05/20/2008 Email regarding Addendum No. 6 [Steppan 5463]	12/6/13	No Obj.	12/9/13
76	Steppan	12/08/2006 Indemnity Agreement [HL 58-59][FCT0482-0483]	12/6/13	No Obj.	12/9/13
77	Steppan	01/17/2007 Waiver of conflict letter [HL 2116-2120]	12/6/13	No Obj.	12/9/13
78	Steppan	Addendum No. 6 dated 9/13/10	12/12/13	No Obj.	12/12/13
79	Steppan	04/12/2007 Escrow Instructions [ILIESCU 432-436]	12/6/13	No Obj.	12/9/13
80	Steppan	04/17/2007 Operating Agreement of Wingfield Towers, LLC [HL 2132-2160]	12/6/13	No Obj.	12/9/13

BENCH TRIAL EXHIBITS

PLTF: **Mark B. Steppan**

PATY: **Michael D. Hoy, Esq.**

DEFT: **John Iliescu, Jr., et. al**

DATY: **C. Nicholas Pereos, Esq.**

Case No: CV07-00341 Dept. No: 10 Clerk: M. Merkouris Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
81	Steppan	04/17/2007 Bill of Sale and Assignment [HL 1880-1882]	12/6/13	No Obj.	12/9/13
82	Steppan	04/18/2007 Purchase and Sale Agreement [HL 1900-1918]	12/6/13	No Obj.	12/9/13
83	Steppan	Supplemental Escrow Instructions [ILIESCU 440]	12/6/13	No Obj.	12/9/13
84	Steppan	Escrow Instruction to extend closing [STEPPAN 5074-5075]	12/6/13	No Obj.	12/9/13
85	Steppan	04/19/2007 Buyer's Closing Statement [HL 1820]	12/6/13	No Obj.	12/9/13
86	Steppan	04/23/2007 Email from First Centennial Title re accrual of interest [ILIESCU 489]	12/6/13	No Obj.	12/9/13
87	Steppan	04/20/2007 Memo from Richard Johnson disclaiming commission on value of penthouse [ILIESCU 488]	12/6/13	No Obj.	12/9/13
88	Steppan	04/18/2007 Assignment of Rights [ILIESCU 473-475][HL 751-753]	12/6/13	No Obj.	12/9/13
89	Steppan	Request for payoff on lien. [HL 694-697]	12/6/13	No Obj.	12/9/13
90	Steppan	10/17/2007 Email from Karen Dennison to Tim Lukas [HL 837-845]	12/6/13	No Obj.	12/9/13
91	Steppan	October, 2005 Sullivan Group Market Assessment for a High-Rise Residential Condominium Development Located in the City of Reno, Nevada [STEPPAN 0044-0143]	12/6/13	No Obj.	12/9/13
92	Steppan	05/01/2006 Fiscal and Economic Impact Analysis [STEPPAN 1288-1334]	12/6/13	No Obj.	12/9/13
93	Steppan	02/23/2007 Appraisal [ILIESCU 369-377]	12/6/13		

BENCH TRIAL EXHIBITS**PLTF: Mark B. Steppan****PATY: Michael D. Hoy, Esq.****DEFT: John Iliescu, Jr., et. al****DATY: C. Nicholas Pereos, Esq.****Case No: CV07-00341 Dept. No: 10 Clerk: M. Merkouris Date: 12/9/13**

Exhibit No.	Party	Description	Marked	Offered	Admitted
94	Steppan	Certificate of Resolution of Limited Liability Company for BSC Investments, LLC [FCT 0258]	12/6/13	No Obj.	12/9/13
95	Steppan	Certificate of Resolution of Limited Liability Company for Baty Schleining Investments, LLC [FCT 0259]	12/6/13	No Obj.	12/9/13
96	Steppan	Certificate of Resolution of Limited Liability Company for Baty Investments, LLC [FCT 0260]	12/6/13	No Obj.	12/9/13
97	Steppan	Certificate of Corporate Resolution Consolidated Pacific Development. [FCT 0261]	12/6/13	No Obj.	12/9/13
98	Steppan	04/12/2007 Email from Gayle Kern to Maryann Infantino regarding payoff of lien. [FCT0039]	12/6/13	No Obj.	12/9/13
99	Steppan	04/19/2007 First Centennial title Company demand for payoff and response from Mark Steppan [FCT0040]	12/6/13	No Obj.	12/9/13
100	Steppan	04/18/2007 Agreement of Exchange of Real Property – Iliescu and Starker Services, Inc. [FCT0024-0032]	12/6/13	No Obj.	12/9/13
101	Steppan	04/18/2007 Assignment of Sale Contract/Purchase Agreement and Deposit Receipt between Iliescu and Starker Services, Inc. [FCT0034]	12/6/13	No Obj.	12/9/13

BENCH TRIAL EXHIBITS

PLTF: **Mark B. Steppan**

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DATY: **C. Nicholas Pereos, Esq.**

Case No: CV07-00341

Dept. No: 10

Clerk: M. Merkouris

Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
102	Steppan	09/24/2007 Email chain between Maryann Infantini and Maggie of EPI Fund LLC (showing amount of deposits paid to Iliescu is \$1,176,000). FCT0070-71]	12/6/13		
103	Steppan	Not Used			
104	Steppan	Final Disbursement Report [FCT 0270-273]	12/6/13		
105	Steppan	04/18/2007 (unrecorded) Memorandum of Purchase and Sale Agreement [FCT0335-344]	12/6/13	No Obj.	12/9/13
106	Steppan	04/18/2007 (unrecorded) Discharge or Release of Notice of Lien. [FCT-02950297]	12/6/13	No Obj.	12/9/13
107	Steppan	04/18/2007 (unrecorded) Grant, Bargain, Sale Deed [FCT0300-303]	12/6/13	No Obj.	12/9/13
108	Steppan	04/18/2007 (unrecorded) Grant, Bargain, Sale Deed [FCT0305-311]	12/6/13	No Obj.	12/9/13
109	Iliescu	01/17/06 Email from David Snelgrove to Nathan Ogle re deadline to file application [STEPPAN 0173]	12/6/13	No Obj.	12/9/13
110	Iliescu	06/16/2006 Letter from Katherine E. Knister (Silver State Fair Housing Council) to Rodney F. Friedman [STEPPAN0944]	12/6/13	No Obj.	12/9/13
111	Iliescu	01/13/06 Email from Paul Solaegui (traffic engineer) to Nathan Ogle (FFA) [STEPPAN 0305]	12/6/13	No Obj.	12/9/13
112	Iliescu	01/12/06 Email from Paul Solaegui to Nathan Ogle [STEPPAN 0306]	12/6/13	No Obj.	12/9/13

BENCH TRIAL EXHIBITS

PLTF: **Mark B. Steppan**

PATY: **Michael D. Hoy, Esq.**

DEFT: **John Iliescu, Jr., et. al**

DATY: **C. Nicholas Pereos, Esq.**

Case No: CV07-00341

Dept. No: 10

Clerk: M. Merkouris

Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
113	Iliescu	01/17/06 Email from Paul Solaegui to Nathan Ogle and David Snelgrove [STEPPAN 0293-0294]	12/6/13	No Obj.	12/9/13
114	Iliescu	01/16/06 Fax transmittal and Traffic Letter with attachments. [STEPPAN 0295-0304]	12/6/13	No Obj.	12/9/13
115	Iliescu	02/28/06 Traffic Analysis [STEPPAN 0194-0257]	12/6/13	No Obj.	12/9/13
116	Iliescu	03/24/06 Email from David Snelgrove to Nathan Ogle, Joe Preston, Carl Bosma, Sam Caniglia Re revision of number units [STEPPAN 0161]	12/6/13	No Obj.	12/9/13
117	Iliescu	05/01/06 Traffic Analysis [STEPPAN 0258-0287]	12/6/13	No Obj.	12/9/13
118	Iliescu	09/25/08 Letter from Sam Caniglia to Dick Johnson [STEPPAN 5193]	12/6/13	No Obj.	12/9/13
119	Iliescu	01/17/2006 Site Feasibility Study (Geotechnical) by Pezonella Associates [STEPPAN 2246-2259]	12/6/13	No Obj.	12/9/13
120	Iliescu	Various Instruments of Service [STEPPAN 1824-1905]	12/6/13	No Obj.	12/9/13
121	Iliescu	Tabulation (499 units) and sketches of floor plans [STEPPAN3123-3129]	12/6/13	No Obj.	12/9/13
122	Iliescu	Unit Sizes (499 units) [STEPPAN 6261]	12/6/13	No Obj.	12/9/13
123	Iliescu	10/04/06 City of Reno Planning Commission Staff Report [STEPPAN 722-744]	12/6/13	No Obj.	12/9/13
124	Iliescu	Letters of concern from neighbors to project [STEPPAN 0798-0806]	12/6/13		

BENCH TRIAL EXHIBITS**PLTF: Mark B. Steppan****PATY: Michael D. Hoy, Esq.****DEFT: John Iliescu, Jr., et. al****DATY: C. Nicholas Pereos, Esq.****Case No: CV07-00341 Dept. No: 10 Clerk: M. Merkouris Date: 12/9/13**

Exhibit No.	Party	Description	Marked	Offered	Admitted
125	Iliescu	Project Review Forms and letters of concern from neighbors to project [STEPPAN 5988-6014]	12/6/13		
126	Iliescu	City of Reno receipt	12/6/13	No Obj.	12/9/13
127	Iliescu	12/26/07 Email from Sam Caniglia to John and Sonnia Iliescu [ILIESCU 646]	12/6/13	No Obj.	12/9/13
128	Iliescu	09/25/08 Email from Sam Caniglia to Dick Johnson [ILIESCU 647]	12/6/13	No Obj.	12/9/13
129	Iliescu	10/09/08 Letter from Steppan to Iliescu [ILIESCU 648]	12/6/13	No Obj.	12/9/13
130	Iliescu	09/30/13 Letter from Don Clark (Cathexes) to C. Nicholas Pereos	12/6/13	Obj/Sust	
131	Iliescu	09/09/13 Letter from Joseph Campbell to C. Nicholas Pereos	12/6/13		
132	Iliescu	10/10/2013 Letter from Joseph Campbell to C. Nicholas Pereos and 10/10/13 Report by Joseph Campbell	12/6/13	No Obj.	12/12/13
133	Iliescu	Unit Sizes [Steppan 6261]	12/6/13	No Obj.	12/9/13
Non-evidence		Deposition of David Snelgrove, dated November 18, 2008 (opened, published & filed on December 10, 2013)			
Non-evidence		Deposition of Mark Steppan, dated September 29, 2008 (opened, published & filed on December 11, 2013)			
Non-evidence		Deposition of Mark Steppan, dated February 16, 2010 (opened, published & filed on December 11, 2013)			

BENCH TRIAL EXHIBITS

PLTF: **Mark B. Steppan**

PATY: **Michael D. Hoy, Esq.**

DEFT: **John Iliescu, Jr., et. al**

DATY: **C. Nicholas Pereos, Esq.**

Case No: CV07-00341

Dept. No: 10

Clerk: M. Merkouris

Date: 12/9/13

Exhibit No.	Party	Description	Marked	Offered	Admitted
Non-evidence		Deposition of Mark Steppan, Volume II, dated March 2, 2010 (opened, published & filed on December 11, 2013)			
Non-evidence		Deposition of Mark Steppan, Volume III, dated March 3, 2010 (opened, published & filed on December 11, 2013)			

TRIAL EXHIBIT 1

When Recorded Mail To:

Gayle A. Kern, Esq.
Gayle A. Kern, Ltd.
5421 Kietzke Lane, Suite 200
Reno, NV 89511

APN: 011-112-03; 011-112-06; 011-112-07; 011-112-12

GRANTEE'S ADDRESS:

Mark B. Steppan, AIA, CSI, NCARB
1485 Park Avenue, #103
Emeryville, CA 94608

NOTICE AND CLAIM OF LIEN

NOTICE IS HEREBY GIVEN that Mark Steppan, AIA, CSI, NCARB claims a Mechanic's and Materialman's Lien upon the property hereinafter particularly described, which property is located in Washoe County, Nevada, and which claim is made pursuant to the laws of the State of Nevada, particularly Chapter 108 of the Nevada Revised Statutes, as amended, for the value of work, labor, materials and/or services furnished by lien claimant for the improvement of real property hereinafter particularly described, located in the County of Washoe, State of Nevada.

That the whole or real property hereinafter particularly described has been or is in the process of improvement and is reasonably necessary for the convenient use and occupation of said property.

Claimant further states:

1. That the name of the owner or reputed owner of the premises sought to be charged is as follows: 011-112-03; 011-112-07; 011-112-12 - JOHN ILIESCU, JR., and SONNIA ILIESCU, as Trustees of the JOHN ILIESCU, JR., AND SONNIA ILIESCU 1992 FAMILY TRUST AGREEMENT; and 011-112-06 - John Iliescu, a married man as his sole and separate property.

2. That the name of the person by whom lien claimant was employed and to whom lien claimant furnished work, labor, materials and/or services in connection with the project is: BSC Financial, LLC, c/o Consolidated Pacific Development, Inc., 932 Parker Street, Berkley, CA 94710; Job name: Residential Project, Reno, Nevada, Job Address: North Arlington Avenue, Island Avenue and Court Street; Owner's Designated Representative: Sam Caniglia.

3. That the terms, time given and conditions of the contract were: Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Statement of services for the building, structure or other work of improvement located at North Arlington Avenue, Island Avenue and Court Street, Reno, Nevada. All services were to be invoiced based on work performed as reflected in applications for payment, no retainage to be withheld from monthly progress payments. All invoices are due in fifteen days.

4. That work, labor, materials and/or services have been furnished to and actually used upon the above-described project in the remaining amount of ONE MILLION SIX-HUNDRED THIRTY-NINE THOUSAND ONE-HUNDRED THIRTY AND NO/100 DOLLARS (\$1,639,130.00), reimbursable expenses of ONE-HUNDRED FIFTEEN THOUSAND THREE HUNDRED SIXTY-TWO AND NO/100 DOLLARS (\$115,362.00) plus interest through October 31, 2006 in the amount of TWENTY-NINE THOUSAND FIFTY-SIX DOLLARS AND 85/100 (\$29,056.85), continuing interest, attorney's fees and costs and the amount is now due and owing to lien claimant.

5. That the first labor and materials furnished by lien claimant to and incorporated in the project was on or about April 21, 2006 and that the last labor and materials furnished by lien claimant and incorporated in the project was within the past ninety days; that there are no other just credits or off-sets to be deducted and the total amount due and owing to lien claimant is the sum of ONE MILLION SEVEN-HUNDRED EIGHTY-THREE THOUSAND FIVE-HUNDRED FOURTY-EIGHT AND 85/100 DOLLARS (\$1,783,548.85), plus continuing interest, attorney's fees and costs.

6. That a demand for payment has been made by lien claimant and that no part or portion of the amount due and owing has been paid; that there are no further off-sets to the claim and that the sum of ONE MILLION SEVEN-HUNDRED EIGHTY-THREE THOUSAND FIVE-HUNDRED FOURTY-EIGHT AND 85/100 DOLLARS (\$1,783,548.85), plus continuing interest, attorney's fees and costs is now due and owing to lien claimant on account of the work, labor, materials and/or services furnished as above specified and that the undersigned claims a lien upon the real property particularly described herein for said sum, together with continuing interest and attorney's fees as provided by law.

7. That the real property sought to be charged with this Claim of Lien upon which the above described work of improvement has been made is located in Washoe County of State of Nevada, and is particularly described as:

Commencing at a point formed by the intersection of the East line of Flint Street (if protracted Northerly) with the North line of Court Street in the City of Reno; running thence Easterly, along the North line of Court Street, a distance of 100 feet, thence at a right angle Northerly, a distance of 140 feet to the true point of beginning; said true point of beginning being the Southeast corner of the parcel of land heretofore conveyed to Atha Carter by Antonio Rebori and wife, by deed duly recorded in Book 64 of Deeds, Page 294, Washoe County Records: running thence Easterly, parallel with the North line of Court Street, a distance of 50 feet to the Southwest corner of the property formerly owned by H. F. Holmshaw and wife thence Northerly at a right angle, along the west line of the property formerly owned by said H. F. Holmshaw and wife, to the South bank of the South channel of the Truckee River; thence Westerly along the South bank of said channel of the Truckee River to a point which would intersect a line drawn northerly and parallel with the East line of said property from the said true point of beginning; thence southerly along said line to the true point of beginning.



SAVE AND EXCEPTING, however, from the above described premises, all that portion thereof conveyed by Antonio Rebori and Charlotta Rebori, his wife, to the City of Reno, a municipal corporation, by deed dated February 16, 1922, and recorded in Book 59 of Deeds, Page 297, Washoe County, Records.

APN: 011-112-03

Commencing at the point 129.6 feet West of where the center line of Hill Street projected Northerly will intersect the North line of Court Street thence running Westerly along the North line of Court Street, 75 feet; thence running Northerly at an angle of $89^{\circ}58'$ 140 feet; thence running Easterly at an angle of $90^{\circ}05''$ 75 feet; thence running Southerly at an angle $80^{\circ}55'$, 140 feet to the place of beginning, comprising a parcel of land 75 by 140 feet.

APN: 011-112-06

BEGINNING at the intersection of the Northerly extension of the Eastern line of Flint Street with the Northern line of Court Street, in the City of Reno, County of Washoe, State of Nevada, thence Easterly along the Northern line of Court Street, 125 feet, more or less to the Western line of the parcel conveyed to WALKER J. BOUDWIN, et ux, by Deed recorded in Book 143, File No. 100219, Deed Records; thence Northerly along said last mentioned line 140 feet; thence Westerly parallel to the Northern line of Court Street, 125 feet; thence Southerly parallel to the Western line of Said Boudwin parcel 140 feet to the point of beginning.

APN: 011-112-07

Commencing on the North line of Court Street, at the intersection of the North line of Court Street with the West line of Hill Street, if said Hill Street was protracted Northerly to said point of inter-section according to the official plat of Lake's South Addition to Reno, Washoe County, State of Nevada; thence running westerly and along the North line of said Court Street 100 feet; thence Northerly and parallel with the West line of said Hill Street, if protracted, 276 feet more or less to the South Bank of the Truckee River; thence Easterly and along the south bank of the Truckee River to the West line of Hill Street, protracted, 324 feet more or less to the North line of Court Street and the place of beginning, being the same lands conveyed by Antonio Robori and Carlotta Robori, his wife, to Charles Snyder, May 27, 1907, and by Antonio Robori to Charles Snyder, January 12, 1905, by deeds duly recorded in Book 32 of Deeds, page 405, and book 26 of deeds, page 296, Records of said Washoe County.

EXCEPTING THEREFROM that portion of the hereinabove described parcel conveyed to the City of Reno, a municipal corporation, in an instrument recorded August 4, 1922, as Document No. 26097, in Book 61, Page 280, of Deeds.

FURTHER EXCEPTING THEREFROM that portion of the hereinabove described parcel conveyed to the City of Reno, a municipal corporation, in an instrument recorded December 17, 1971, as Document No. 229332, in Book 600, Page 759 of Official Records.

APN: 011-112-12



8. That the four parcels are to be developed as the project and it is appropriate to equally apportion the amount due between the four parcels identified herein.

DATED: This 7th day of November, 2006.

By Gayle A. Kern
Gayle A. Kern, Esq.

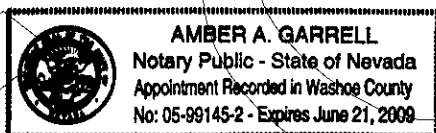
STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

Gayle A. Kern, Esq., being first duly sworn, deposes and says that: I am the Attorney for Mark Steppan, the lien claimant in the foregoing Notice and Claim of Lien. I have read the above and foregoing Notice and Claim of Lien, know the contents thereof and state that the same is true based on the information provided by my client. I further state that I have been informed and based thereon believe that it contains, among other things, a correct statement of the demand of said lien claimant, after deducting all just credits and off-sets.

Gayle A. Kern
Gayle A. Kern, Esq.

SUBSCRIBED AND SWORN to before me
this 7th day of November, 2006.

Amber A. Garrell
Notary Public



TRIAL EXHIBIT 2

APNs: 011-112-03; 011-112-06;
011-112-07; 011-112-12

Recording Requested by:
Gayle A. Kern, Esq.
Gayle A. Kern, Ltd.
5421 Kietzke Lane, Suite 200
Reno, NV 89511

When Recorded Mail to:
Gayle A. Kern, Esq.
Gayle A. Kern, Ltd.
5421 Kietzke Lane, Suite 200
Reno, NV 89511

DOC # 3528313

05/03/2007 11:32:12 AM

Requested By

GAYLE A KERN

Washoe County Recorder

Kathryn L. Burke - Recorder

Fee: \$18.00 RPTT: \$0.00

Page 1 of 5



AMENDED NOTICE AND CLAIM OF LIEN

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: _____ (state specific law)

Signature

AIA, CSI, NCARB

Title

Mark Steppan

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030, Section 4.

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

When Recorded Mail To:

Gayle A. Kern, Esq.
Gayle A. Kern, Ltd.
5421 Kietzke Lane, Suite 200
Reno, NV 89511

APNs: 011-112-03; 011-112-06; 011-112-07; 011-112-12

GRANTEE'S ADDRESS:

Mark B. Steppan, AIA, CSI, NCARB
1485 Park Avenue, #103
Emeryville, CA 94608

AMENDED NOTICE AND CLAIM OF LIEN

NOTICE IS HEREBY GIVEN that Mark Steppan, AIA, CSI, NCARB claims a Mechanic's and Materialman's Lien upon the property hereinafter particularly described, which property is located in Washoe County, Nevada, and which claim is made pursuant to the laws of the State of Nevada, particularly Chapter 108 of the Nevada Revised Statutes, as amended, for the value of work, labor, materials and/or services furnished by lien claimant for the improvement of real property hereinafter particularly described, located in the County of Washoe, State of Nevada.

That the whole or real property hereinafter particularly described has been or is in the process of improvement and is reasonably necessary for the convenient use and occupation of said property.

Claimant further states:

1. That the name of the owner or reputed owner of the premises sought to be charged is as follows: 011-112-03; 011-112-07; 011-112-12 - JOHN ILIESCU, JR., and SONNIA ILIESCU, as Trustees of the JOHN ILIESCU, JR., AND SONNIA ILIESCU 1992 FAMILY TRUST AGREEMENT; and 011-112-06 - John Iliescu, a married man as his sole and separate property.

2. That the name of the person by whom lien claimant was employed and to whom lien claimant furnished work, labor, materials and/or services in connection with the project is: BSC Financial, LLC, c/o Consolidated Pacific Development, Inc., 932 Parker Street, Berkley, CA 94710; Job name: Residential Project, Reno, Nevada, Job Address: North Arlington Avenue, Island Avenue and Court Street; Owner's Designated Representative: Sam Caniglia.

3. That the terms, time given and conditions of the contract were: Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Statement of services for the building, structure or other work of improvement located at North Arlington Avenue, Island Avenue and Court Street, Reno, Nevada. All services were to be invoiced based on work performed as reflected in applications for payment, no retainage to be withheld from monthly progress payments. All invoices are due in fifteen days.

4. That work, labor, materials and/or services have been furnished to and actually used upon the above-described project in the remaining amount of ONE MILLION SIX-HUNDRED THIRTY-NINE THOUSAND ONE-HUNDRED THIRTY AND NO/100 DOLLARS (\$1,639,130.00), reimbursable expenses of ONE-HUNDRED FIFTEEN THOUSAND THREE HUNDRED SIXTY-TWO AND NO/100 DOLLARS (\$115,362.00) plus interest through October 31, 2006 in the amount of TWENTY-NINE THOUSAND FIFTY-SIX DOLLARS AND 85/100 (\$29,056.85), for a total principal balance of ONE MILLION SEVEN-HUNDRED EIGHTY-THREE THOUSAND FIVE-HUNDRED FORTY-EIGHT AND 85/100 DOLLARS (\$1,783,548.85) continuing interest, attorney's fees and costs and the amount is now due and owing to lien claimant.

5. That the first labor and materials furnished by lien claimant to and incorporated in the project was on or about April 21, 2006 and that the last labor and materials furnished by lien claimant and incorporated in the project was within the past ninety days; that there are no other just credits or off-sets to be deducted and the total amount due and owing to lien claimant as of April 19, 2007, is the sum of ONE MILLION NINE-HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED FORTY-SEVEN AND 51/100 DOLLARS (\$1,939,347.51), plus continuing interest, attorney's fees and costs.

6. That a demand for payment has been made by lien claimant and that no part or portion of the amount due and owing has been paid; that there are no further off-sets to the claim and that as of April 19, 2007, the sum of ONE MILLION NINE-HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED FORTY-SEVEN AND 51/100 DOLLARS (\$1,939,347.51), plus continuing interest, attorney's fees and costs is now due and owing to lien claimant on account of the work, labor, materials and/or services furnished as above specified and that the undersigned claims a lien upon the real property particularly described herein for said sum, together with continuing interest and attorney's fees as provided by law.

7. That the real property sought to be charged with this Claim of Lien upon which the above described work of improvement has been made is located in Washoe County of State of Nevada, and is particularly described as:

Commencing at a point formed by the intersection of the East line of Flint Street (if protracted Northerly) with the North line of Court Street in the City of Reno; running thence Easterly, along the North line of Court Street, a distance of 100 feet, thence at a right angle Northerly, a distance of 140 feet to the true point of

beginning; said true point of beginning being the Southeast corner of the parcel of land heretofore conveyed to Atha Carter by Antonio Rebori and wife, by deed duly recorded in Book 64 of Deeds, Page 294, Washoe County Records: running thence Easterly, parallel with the North line of Court Street, a distance of 50 feet to the Southwest corner of the property formerly owned by H. F. Holmshaw and wife thence Northerly at a right angle, along the west line of the property formerly owned by said H. F. Holmshaw and wife, to the South bank of the South channel of the Truckee River; thence Westerly along the South bank of said channel of the Truckee River to a point which would intersect a line drawn northerly and parallel with the East line of said property from the said true point of beginning; thence southerly along said line to the true point of beginning.

SAVE AND EXCEPTING, however, from the above described premises, all that portion thereof conveyed by Antonio Rebori and Charlotta Rebori, his wife, to the City of Reno, a municipal corporation, by deed dated February 16, 1922, and recorded in Book 59 of Deeds, Page 297, Washoe County, Records.

APN: 011-112-03

Commencing at the point 129.6 feet West of where the center line of Hill Street projected Northerly will intersect the North line of Court Street thence running Westerly along the North line of Court Street, 75 feet; thence running Northerly at an angle of $89^{\circ}58'$ 140 feet; thence running Easterly at an angle of $90^{\circ}05''$ 75 feet; thence running Southerly at an angle $80^{\circ}55'$, 140 feet to the place of beginning, comprising a parcel of land 75 by 140 feet.

APN: 011-112-06

BEGINNING at the intersection of the Northerly extension of the Eastern line of Flint Street with the Northern line of Court Street, in the City of Reno, County of Washoe, State of Nevada, thence Easterly along the Northern line of Court Street, 125 feet, more or less to the Western line of the parcel conveyed to WALKER J. BOUDWIN, et ux, by Deed recorded in Book 143, File No. 100219, Deed Records; thence Northerly along said last mentioned line 140 feet; thence Westerly parallel to the Northern line of Court Street, 125 feet; thence Southerly parallel to the Western line of Said Boudwin parcel 140 feet to the point of beginning.

APN: 011-112-07

Commencing on the North line of Court Street, at the intersection of the North line of Court Street with the West line of Hill Street, if said Hill Street was protracted Northerly to said point of inter-section according to the official plat of Lake's South Addition to Reno, Washoe County, State of Nevada; thence running westerly and along the North line of said Court Street 100 feet; thence Northerly and parallel with the West line of said Hill Street, if protracted, 276 feet more or less to the South Bank of the Truckee River; thence Easterly and along the south

bank of the Truckee River to the West line of Hill Street, protracted, 324 feet more or less to the North line of Court Street and the place of beginning, being the same lands conveyed by Antonio Robori and Carlotta Robori, his wife, to Charles Snyder, May 27, 1907, and by Antonio Robori to Charles Snyder, January 12, 1905, by deeds duly recorded in Book 32 of Deeds, page 405, and book 26 of deeds, page 296, Records of said Washoe County.

EXCEPTING THEREFROM that portion of the hereinabove described parcel conveyed to the City of Reno, a municipal corporation, in an instrument recorded August 4, 1922, as Document No. 26097, in Book 61, Page 280, of Deeds.

FURTHER EXCEPTING THEREFROM that portion of the hereinabove described parcel conveyed to the City of Reno, a municipal corporation, in an instrument recorded December 17, 1971, as Document No. 229332, in Book 600, Page 759 of Official Records.

APN: 011-112-12

8. That the four parcels are to be developed as the project and it is appropriate to equally apportion the amount due between the four parcels identified herein.

DATED: This 3rd day of May, 2007.

By

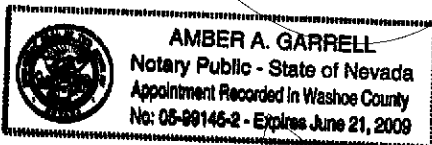
Mark Steppan, AIA, CSI, NCARB

STATE OF NEVADA)

) ss.

COUNTY OF WASHOE)

This instrument was acknowledged before me on May 3rd, 2007 by Mark Steppan, AIA, CSI, NCARB.



[Signature]
NOTARY PUBLIC

TRIAL EXHIBIT 3

11/08/2013 11:26:26 AM

Requested By
MICHAEL D HOY

Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$50.00 RPTT: \$0.00

Page 1 of 9

When recorded, mail to:

Michael D. Hoy
Hoy Chrissinger Kimmel, PC
50 West Liberty Street, Suite 840
Reno, Nevada 89501
(775) 786-8000



APN:

011-112-03

011-112-06

011-112-07

011-112-12

Second Amended Notice and Claim of Lien

Pursuant to NRS 108.229(1), Mark B. Steppan hereby amends the Notice and Claim of Lien recorded November 7, 2006 as Document 3460499 in the Official Records of the Washoe County Recorder and the Amended Notice and Claim of Lien recorded May 3, 2007 as Document 3528313 in the Official Records of the Washoe County Recorder.

NOTICE IS HEREBY GIVEN that Mark B. Steppan ("Lien Claimant") claims a lien upon the property described in this notice for work, materials or equipment furnished or to be furnished for the improvement of the property, as follows:

1. The amount of the original contracts: Lien Claimant entered into several different contracts to provide services as an architect in relation to the improvement, property or work of improvement described below. NRS 108.2214(1).

A. Design Agreement. Effective October 31, 2005, Lien Claimant entered into a Standard form of Agreement Between Owner and Architect based upon the AIA Document B141 - 1997 Part 1 and Part 2 ("Design Agreement"). On April 21, 2006, the Owner and Lien Claimant executed Addendum No. 1 Contractual Changes to AIA B141 Standard Agreement between Owner and Architect.

Parties to the Design Agreement agreed upon the material terms in October, 2005. While the formal Design Agreement was under legal review, the Owner directed the Lien Claimant to commence work. This work was billed on an hourly basis pursuant to a letter agreement dated November 5, 2005. After the Design Agreement was formalized, Lien Claimant changed the billing to reflect the fixed-fee in the Design Contract, and gave credit for payments previously received under the November 5, 2005 letter agreement.

The Design Agreement provides for a fixed fee computed by multiplying the anticipated construction cost (\$180 million) by 5.75 percent, for a total fee of \$10,350,000. The Design Agreement allocates this fee among various phases of the work covered by the Design Agreement. The Design Agreement allocates 20 percent of the overall fee to the Schematic Design phase. Lien Claimant completed the Schematic Design phase as defined in the Design Agreement. The Design Agreement also provides that any unpaid contract balance bears simple interest at the rate of one and one-half percent per month (or 18 percent per annum).

B. Reimbursable Items. Under the Design Agreement, Lien Claimant was entitled to receive 115 percent of the Lien Claimant's actual cost for defined Reimbursable Expenses including fees paid to certain sub-consultants, including a landscape architect. Lien Claimant billed a total of \$35,585.27 for these Reimbursable Expenses.

C. Adjacent Church Parking Studies. In relation to the property, on or about June 14, 2006, Lien Claimant entered into a separate letter agreement with BSC Financial, LLC to provide design services for a parking layout configurations and parking structure.

D. City Staff comment studies. In relation to the property, Lien Claimant entered into a separate agreement with BSC Financial, LLC to provide design recommendations to respond to inquiries from the City of Reno staff regarding applications by BSC Financial, LLC and its affiliates, and the Property Owner. For this work, Lien Claimant was entitled to be paid hourly rates agreed between the parties. The work performed under this agreement was billed at \$36,555.

E. Project fly-through. In relation to the property, Lien Claimant entered into a separate agreement with BSC Financial, LLC to create a computerized, three-dimensional model of downtown Reno with the proposed improvements, and to create and edit a video fly-through of downtown Reno with the improvements designed for the property. For this work, Lien Claimant was entitled to be paid hourly rates agreed between the parties. The work performed under this agreement was billed at \$66,620.

F. Other agreements. Lien Claimant entered into separate agreements with BSC Financial, LLC in relation to the property. In order to simplify this Notice of Lien and the litigation to foreclose the lien, Lien Claimant does not claim that the amounts due under those other contracts are secured by this lien.

(continues)

2. Payments. The total amount of all payments received to date is below listed separately under each agreement:

A. Design Agreement. The payments received are as follows:

02/16/2006	\$254,990.00
03/21/2006	8,230.00
05/16/2006	15,490.00
06/16/2006	102,160.00
09/16/2006	50,000.00
Total	<u>\$430,870.00</u>

B. Reimbursable items. The payments received are as follows:

02/16/2006	\$11,460.65
04/18/2006	3,224.87
05/16/2006	101.12
06/21/2006	16,264.87
07/12/2006	1,557.53
Total	<u>32,609.04</u>

C. Adjacent Church Parking Studies. The payments received are as follows:

07/12/2006	<u>3,255.00</u>
------------	-----------------

D. City Staff comment studies. Lien Claimant has received no payments for this work.

E. Project fly-through. Lien Claimant has received no payments for this work.

Total of all payments received on contracts that Lien Claimant asserts are secured by this lien:

<u>\$466,734.04</u>

3. Amount of lienable amount after deducting all just credits and offsets, is as follows:

Design Agreement

Fee earned	\$2,070,000.00	
Payments:	430,870.00	
Principal due:		\$1,639,130.00

Reimbursable Expenses

Amount earned:	\$37,411.53	
Payments:	32,609.04	
Principal due:		4,802.49

Adjacent Church Parking Studies

Fee earned:	\$11,377.50	
Payments:	3,255.00	
Principal due:		8,122.50

City Staff comment studies.

Fee earned:	\$36,555.00	
Payments:	0.00	
Principal due:		36,555.00

Project fly-through.

Fee earned:	\$66,620.00	
Payments:	0.00	
Principal due:		66,620.00

Total principal claimed:		<u>\$1,755,229.99</u>
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4. Interest. Pursuant to NRS 108.237(1) and (2), Lien Claimant claims interest. With respect to the principal amounts due for fees and reimbursable expenses under the Primary Design Contract, interest is computed as simple interest at the rate of one and one-half percent per month. Interest on amounts due under other agreements shall be the legal rate of interest at the time judgment is entered.

5. Ownership. For assessor's parcel numbers 011-112-03, 011-112-07, 011-112-12, the owner of record is John Iliescu, Jr. and Sonnia Iliescu, as trustees of the Iliescu Family Trust. For assessor's parcel number 011-112-06, the owner of record is John Iliescu, a married man as his sole and separate property.

6. Name of person by whom Lien Claimant was employed. Lien Claimant was employed by and supplied services, work, labor and materials to BSC Financial,

LLC c/o Consolidated Pacific Development, Inc., 932 Parker Street, Berkley, California 94710.

7-A. Terms of payment – Design Agreement (0515). The Primary Architectural Design Services Agreement provides in relevant part: "Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of Architect's statement of services." Lien Claimant billed for fees in the following invoices:

Invoice	Date	Amount
22258	11/22/2005	\$39,190.00 (paid)
22282	12/20/2005	\$72,700.00 (paid)
22299	01/12/2006	\$91,035.00 (paid)
22300	01/13/2006	\$52,065.00 (paid)
22384	05/18/2006	\$100,405.00
22408	07/19/2006	\$100,395.00
22430	08/23/2006	\$324,171.00
22452	09/21/2006	\$342,171.00
22468	10/25/2006	\$342,171.00
22481	11/21/2006	\$461,817.00
Schematic Design		\$2,070,000.00
Less: Prior progress billings		1,926,120.00
Final progress billing		\$143,880.00

7-B. Terms of payment – Reimbursables (0515-R). Payment terms for reimbursables are included in the primary architectural design agreement. Lien Claimant billed for reimbursables in the following invoices:

Invoice	Date	Amount
22259	11/22/2005	\$257.38
22283	12/20/2005	811.13
22301	01/18/2006	9,036.64
22316	02/23/2006	5,718.37
22332	05/16/2006	87.93
22368	05/18/2006	382.21
22400	06/22/2006	1,354.37
22353	04/19/2006	13,761.16
22412	07/19/2006	869.08
22432	08/23/2006	523.70
22454	09/21/2006	943.87
22484	11/21/2006	1,153.00
22499	12/22/2006	553.81
22518	02/28/2007	132.62

Total: \$35,585.27

7-C. Terms of payment – Adjacent Church Parking Studies (0515-03). The letter agreement for adjacent church parking studies provides in relevant part:

Fees and reimburseable invoiced amounts shall be billed on a monthly basis. All invoiced amounts not in dispute are due and payable within 30 (thirty) days from the date of the invoice.

Lien Claimant billed for work performed under this letter agreement as follows:

Invoice	Date	Amount
22386	06/20/2006	\$3,255.00 (paid)
22410	07/19/2006	6,730.00
22467	09/21/2006	1,392.50
Total:		11,377.50

7-D. Terms of Payment - City Staff Comments (0515-05). The letter agreement to respond to City of Reno staff comments provides in relevant part:

Fees and reimburseable invoiced amounts shall be billed on a monthly basis. All invoiced amounts not in dispute are due and payable within 30 (thirty) days from the date of the invoice.

Lien Claimant billed for work performed under this letter agreement as follows:

Invoice	Date	Amount
22431	08/23/2006	22,100.00
22453	09/21/2006	10,675.00
22469	10/25/2006	1,800.00
22482	11/21/2006	1,980.00
Total:		36,555.00

7-E. Terms of Payment – Project Fly-through (0515-06). (Note: I have not located the contract for this billing project.)

Lien Claimant billed for work performed under this letter agreement as follows:

Invoice	Date	Amount
22498	11/21/2006	66,620.00

8. Property encumbered by lien. A description of the property to be charged with the lien follows:

Parcel 1.

Commencing at a point formed by the intersection of the East line of Flint Street (if protracted Northerly) with the North line of Court Street in the City of Reno; running thence Easterly, along the North line of Court Street, a distance of 100 feet, thence at a right angle Northerly, a distance of 140 feet to the true point of beginning; said true point of beginning being the Southeast corner of the parcel of land heretofore conveyed to Atha Carter by Antonio Rebori and wife, by deed duly recorded in Book 64 of Deeds, Page 294, Washoe County Records: running thence Easterly, parallel with the North line of Court Street, a distance of 50 feet to the Southwest corner of the property formerly owned by H.F. Holmshaw and wife thence Northerly at a right angle, along the west line of the property formerly owned by said H.F. Holmshaw and wife, to the South bank of the South channel of the Truckee River; thence Westerly along the South bank of said channel of the Truckee River to a point which would intersect a line drawn northerly and parallel with the East line of said property from the said true point of beginning; thence southerly along said line to the true point of beginning.

SAVE AND EXCEPTING, however, from the above described premises, all that portion thereof conveyed by Antonio Rebori and Charlotta Rebori, his wife, to the City of Reno, a municipal corporation, by deed dated February 16, 1922, and recorded in Book 59 of Deeds, Page 297, Washoe County, Records.

APN: 011-112-03

Parcel 2.

Commencing at the point 129.6 feet West of where the center line of Hill Street projected Northerly will intersect the North line of Court Street thence running Westerly along the North line of Court Street, 75 feet; thence running Northerly at an angle of 89°58' 140 feet; thence running Easterly at an angle of 90°05" 75 feet; thence running Southerly at an angle 80°55', 140 feet to the place of beginning, comprising a parcel of land 75 by 140 feet.

APN: 011-112-06

Parcel 3.

BEGINNING at the intersection of the Northerly extension of the Eastern line of Flint Street with the Northern line of Court Street, in the City of Reno, County of Washoe, State of Nevada, thence Easterly along the Northern line of Court Street, 125 feet, more or less to the Western line of the parcel conveyed to WALKER J. BOUDWIN, et ux, by Deed recorded in Book 143, File No. 100219, Deed Records; thence Northerly along said last mentioned line 140 feet; thence Westerly parallel to the Northern line of Court Street, 125 feet; thence Southerly parallel to the Western line of Said Boudwin parcel 140 feet to the point of beginning.

APN: 011-112-07

Parcel 4.

Commencing on the North line of Court Street, at the intersection of the North line of Court Street with the West line of Hill Street, if said Hill Street was protracted Northerly to said point of inter-section according to the official plat of Lake's South Addition to Reno, Washoe County, State of Nevada; thence running westerly and along the North line of said Court Street 100 feet; thence Northerly and parallel with the West line of said Hill Street, if protracted, 276 feet more or less to the South Bank of the Truckee River; thence Easterly and along the south bank of the Truckee River to the West line of Hill Street, protracted, 324 feet more or less to the North line of Court Street and the place of beginning, being the same lands conveyed by Antonio Robori and Carlotta Robori, his wife, to Charles Snyder, May 27, 1907, and by Antonio Robori to Charles Snyder, January 12, 1905, by deeds duly recorded in Book 32 of Deeds, page 405, and book 26 of deeds, page 296, Records of said Washoe County.

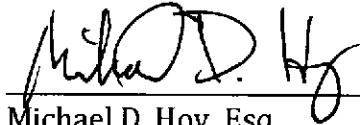
EXCEPTING THEREFROM that portion of the hereinabove described parcel conveyed to the City of Reno, a municipal corporation, in an instrument recorded August 4, 1922, as Document No. 26097, in Book 61, Page 280, of Deeds.

FURTHER EXCEPTING THEREFROM that portion of the hereinabove described parcel conveyed to the City of Reno, a municipal corporation, in an instrument recorded December 17, 1971, as Document No. 229332, in Book 600, Page 759 of Official Records.

APN: 011-112-12

(Continues)

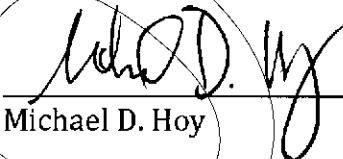
Dated November 8, 2013.


Michael D. Hoy, Esq.
Counsel to Mark B. Steppan

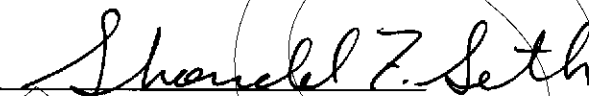
Verification

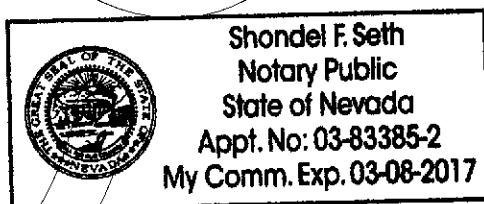
State of Nevada)
) ss
County of Washoe)

Michael D. Hoy, being first duly sworn on oath according to law, deposes and says: I have read the foregoing Second Amended Notice and Claim of Lien, know the contents thereof and state that the same is true based upon review of contracts, deeds, invoices, and other relevant documents produced in Consolidated Case Nos. CV07-00341 and CV07-01021 pending in the Second Judicial District Court of the State of Nevada, Washoe County.


Michael D. Hoy

Subscribed and sworn to before me,
this Ninth day of November, 2013.


Notary Public in and for the above
referenced county and state



TRIAL EXHIBIT 14

ARCHITECT

November 15, 2005

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Development, Inc.
932 Parker Street
Berkeley, CA 94710

**RE: ARCHITECTURAL DESIGN SERVICES AGREEMENT
RESIDENTIAL PROJECT-RENO, NEVADA**

Dear Sam,

We are pleased to present this proposal for the above referenced project based on the provided site map, existing site data, zoning information, residential design guidelines, site photos, survey and meetings.

SCOPE

Based on the information received, we will analyze the building and site and make design recommendations for a new high-rise residential building. We shall make one site visit accompanied by the Owner and shall participate in one meeting with the appropriate City officials.

SCHEDULE

Design, documentation and meetings will occur in a timely manner, as required by the approval process and the Owner's schedule.

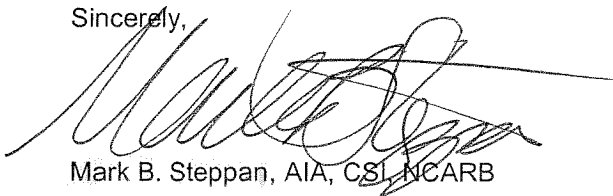
COMPENSATION

We shall perform the above referenced services on a time and materials basis based on our 2005 hourly billing rate schedule. All Reimbursable expenses (including but not limited to printing, plotting and messenger services) shall be billed at one hundred percent plus a fifteen percent mark-up. See attached **Exhibit A**.

Fees and reimbursable invoiced amounts shall be billed on a monthly basis. All invoiced amounts not in dispute are due and payable within 30 (thirty) days from the date of the invoice. If the Owner disputes any portion of an invoice, Owner agrees to inform us in writing of such dispute within 7 calendar days of receipt of the invoice.

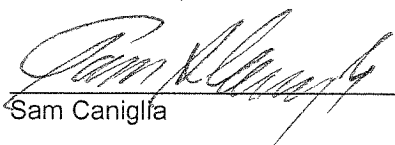
If you have any questions or need more information please do not hesitate to contact me. We will track this work effort under the **project number 0515-01 and 0515-01R**.

Sincerely,



Mark B. Steppan, AIA, CSI, NCARB

ACCEPTED:
BSC Financial, LLC



11/15/05
Date

Cc: Agreement File
Accounting File

A R C H I T E C T

EXHIBIT A

2005 MASTER FEE SCHEDULE

PRINCIPAL/OFFICER	\$220.00 per hour
EXECUTIVE VICE PRESIDENT	\$200.00 per hour
SENIOR VICE PRESIDENT	\$170.00 per hour
VICE PRESIDENT	\$145.00 per hour
ARCHITECT III	\$145.00 per hour
PROJECT MANAGER III	\$145.00 per hour
ARCHITECT II	\$125.00 per hour
PROJECT MANAGER II	\$125.00 per hour
CONSTRUCTION ADMINISTRATOR II	\$110.00 per hour
ARCHITECT I	\$110.00 per hour
PROJECT MANAGER I	\$110.00 per hour
JOB CAPTAIN I	\$110.00 per hour
CONSTRUCTION ADMINISTRATOR I	\$100.00 per hour
SENIOR DESIGNER/DRAFTER	\$100.00 per hour
GRAPHIC DESIGNER	\$95.00 per hour
INTERMEDIATE DRAFTER/DESIGNER	\$90.00 per hour
JUNIOR DRAFTER/DESIGNER	\$70.00 per hour
GRAPHIC DESIGN ASSISTANT	\$70.00 per hour
ACCOUNTING	\$65.00 per hour
SPECIALIZED COMPUTER IMAGING/RENDERING	\$200.00 per hour
CLERICAL/WORD PROCESSING/OFFICE SUPPORT	\$65.00 per hour

REIMBURSABLE EXPENSES AND CONSULTANT FIRM'S FEE SCHEDULE

Reimbursable Expenses are billed to the Client in addition to Architect's Hourly Rates at 1.15 times the cost to the Architect. These include transportation and living expenses in connection with out-of-town travel, models, perspectives, renderings, reprographics, plotting, postage, delivery messenger services, and telephone and telefax costs. Consultant services will be billed to the Client in addition to Architect's Hourly Rates at 1.15 times the cost to the Architect.

NOTES

- 1) The above rates also apply to Hourly Basis Services, Additional Services or changes within Lump-Sum or Fixed-Fee Agreements.
- 2) Rates shall be increased by a factor of 1.50 for hours incurred outside USA.
- 3) Contract or part-time employees are billed at the category of work performed.
- 4) These Schedules are part of the letter of agreement.

*This Schedule is subject to annual increases not to exceed 4%.

TRIAL EXHIBIT 15

ARCHITECT

December 14, 2005

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Development, Inc.
932 Parker Street
Berkeley, CA 94710
Via Facsimile: 510.548.6164

**RE: ARCHITECTURAL DESIGN SERVICES CONTINUATION LETTER
RESIDENTIAL PROJECT-RENO, NEVADA**

Dear Sam,

Pursuant to our December 12, 2005 meeting with John Schleining, we shall continue to advance the above referenced project in a timely fashion, in order to aggressively advance the building design, meet entitlement obligations, consultant selection and input, pricing support and meeting requirements. Please respond in writing within 7 business days upon receipt of this letter if we are not authorized to continue working on the project.

If you have any questions or need more information please do not hesitate to contact me. We will continue tracking and billing this work effort under the **project number 0515-01 and 0515-01R.**

Yours Truly,



Nathan Ogle, AIA

Cc: Agreement File
Accounting File

TRIAL EXHIBIT 16

February 7, 2006

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Development, Inc.
932 Parker Street
Berkeley, CA 94710
Via Facsimile: 510.548.6164

**RE: ARCHITECTURAL DESIGN SERVICES CONTINUATION LETTER
RESIDENTIAL PROJECT-RENO, NEVADA**

Dear Sam,

Pursuant to our upcoming unscheduled presentation meeting with the City of Reno, we shall continue to advance the above referenced project in a timely fashion, in order to aggressively advance the presentation materials, powerpoint, meet entitlement obligations, consultant selection and input, pricing support and meeting requirements. Please respond in writing within 7 business days upon receipt of this letter if we are not authorized to continue working on the project.

If you have any questions or need more information please do not hesitate to contact me. We will continue tracking and billing this work effort under the **project number 0515-01 and 0515-01R**.

Yours Truly,



Nathan Ogle, AIA

Cc: Agreement File
Accounting File

TRIAL EXHIBIT 19

ARCHITECT

May 31, 2006

BSC Financial, LLC
Sam Caniglia
c/o Consolidated Pacific Development, Inc.
932 Parker Street
Berkeley, CA 94710

Cal Bosma
DeCal Nevada, Inc.
6121 Lakeside Drive, Suite 230
Reno, NV 89511

RE: ARCHITECTURAL BUILDING MASSING MODEL EXHIBITS AGREEMENT
RESIDENTIAL PROJECT-RENO, NEVADA

Dear Sam and Cal,

We are pleased to present this proposal for the above referenced project based on our telephone conversations and meetings for the City of Reno scheduled presentations.

SCOPE

Based on the information received, we will analyze the building and site and provide foam massing models demonstrating building configurations based on zoning requirements for use in the City of Reno scheduled presentations as needed.

SCHEDULE

Design, documentation and meetings will occur in a timely manner, as required by the approval process and the Owner's schedule.

COMPENSATION

We shall perform the above referenced services on a time and materials basis based on our 2006 hourly billing rate schedule. All Reimbursable expenses (including but not limited to printing, plotting and messenger services) shall be billed at one hundred percent plus a fifteen percent mark-up. See attached **Exhibit A**.

Fees and reimbursable invoiced amounts shall be billed on a monthly basis. All invoiced amounts not in dispute are due and payable within 30 (thirty) days from the date of the invoice. If the Owner disputes any portion of an invoice, Owner agrees to inform us in writing of such dispute within 7 calendar days of receipt of the invoice.

Our architectural estimated compensation range is \$4,000 to \$8,000.

If you have any questions or need more information please do not hesitate to contact me. We will track this work effort under the project number 0515-02 and 0515-02R.

Sincerely,

ACCEPTED:
BSC Financial, LLC



Sam Caniglia/Cal Bosma

6-14-06
Date

Mark B. Steppan, AIA, CSI, NCARB

Cc: Agreement File
Accounting File

1485 Park Avenue, suite 103, Emeryville, CA
94608

p: 510-420-1666

f: 510-420-

0599

MARK B. STEPPAN, AIA, CSI, NCARB

A R C H I T E C T

1 4 8 5 P a r k A v e n u e , s u i t e 1 0 3 , E m e r y v i l l e , C A
9 4 6 0 8
p : 5 1 0 - 4 2 0 - 1 6 6 6 f : 5 1 0 - 4 2 0 -
0 5 9 9

TRIAL EXHIBIT 20

ARCHITECT

May 31, 2006

BSC Financial, LLC
Sam Caniglia
c/o Consolidated Pacific Development, Inc.
932 Parker Street
Berkeley, CA 94710

Cal Bosma
DeCal Nevada, Inc.
6121 Lakeside Drive, Suite 230
Reno, NV 89511

RE: ARCHITECTURAL ADJACENT CHURCH PARKING STUDIES AGREEMENT
RESIDENTIAL PROJECT-RENO, NEVADA

Dear Sam and Cal,

We are pleased to present this proposal for the above referenced project based on our telephone conversations and meetings regarding optional parking configuration options.

SCOPE

Based on the information received, we will analyze the existing building site and adjacent church site and provide optional parking layout solutions integrating the existing and adjacent site along Court Street for use in evaluating parking configurations.

SCHEDULE

Design, documentation and meetings will occur in a timely manner, as required by the approval process and the Owner's schedule.

COMPENSATION

We shall perform the above referenced services on a time and materials basis based on our 2006 hourly billing rate schedule. All Reimbursable expenses (including but not limited to printing, plotting and messenger services) shall be billed at one hundred percent plus a fifteen percent mark-up. See attached **Exhibit A**.

Fees and reimbursable invoiced amounts shall be billed on a monthly basis. All invoiced amounts not in dispute are due and payable within 30 (thirty) days from the date of the invoice. If the Owner disputes any portion of an invoice, Owner agrees to inform us in writing of such dispute within 7 calendar days of receipt of the invoice.

Our architectural estimated compensation range is \$5,000 to \$10,000.

If you have any questions or need more information please do not hesitate to contact me. We will track this work effort under the project number 0515-03 and 0515-03R.

Sincerely,

ACCEPTED:
BSC Financial, LLC

 6-14-06
Sam Caniglia/Cal Bosma Date

Mark B. Steppan, AIA, CSI, NCARB

Cc: Agreement File

1485 Park Avenue, suite 103, Emeryville, CA
94608

p: 510-420-1666

f: 510-420-

0599

MARK B. STEPPAN, AIA, CSI, NCARB

ARCHITECT

Accounting File

1485 Park Avenue, suite 103,

Emeryville, CA

94608

p: 510-420-1666

f: 510-420-

0599

STEPPAN 4362
AA1764

ARCHITECT

EXHIBIT A

2006 MASTER FEE SCHEDULE

PRINCIPAL/OFFICER	\$220.00 per hour
EXECUTIVE VICE PRESIDENT	\$200.00 per hour
SENIOR VICE PRESIDENT	\$170.00 per hour
VICE PRESIDENT	\$145.00 per hour
ARCHITECT III	\$145.00 per hour
PROJECT MANAGER III	\$145.00 per hour
ARCHITECT II	\$125.00 per hour
PROJECT MANAGER II	\$125.00 per hour
CONSTRUCTION ADMINISTRATOR II	\$110.00 per hour
ARCHITECT I	\$110.00 per hour
PROJECT MANAGER I	\$110.00 per hour
JOB CAPTAIN I	\$110.00 per hour
CONSTRUCTION ADMINISTRATOR I	\$100.00 per hour
SENIOR DESIGNER/DRAFTER	\$100.00 per hour
GRAPHIC DESIGNER	\$95.00 per hour
INTERMEDIATE DRAFTER/DESIGNER	\$90.00 per hour
JUNIOR DRAFTER/DESIGNER	\$70.00 per hour
GRAPHIC DESIGN ASSISTANT	\$70.00 per hour
ACCOUNTING	\$65.00 per hour
SPECIALIZED COMPUTER IMAGING/RENDERING	\$200.00 per hour
CLERICAL/WORD PROCESSING/OFFICE SUPPORT	\$65.00 per hour

REIMBURSABLE EXPENSES AND CONSULTANT FIRM'S FEE SCHEDULE

Reimbursable Expenses are billed to the Client in addition to Architect's Hourly Rates at 1.15 times the cost to the Architect. These include transportation and living expenses in connection with out-of-town travel, models, perspectives, renderings, reprographics, plotting, postage, delivery messenger services, and telephone and telefax costs. Consultant services will be billed to the Client in addition to Architect's Hourly Rates at 1.15 times the cost to the Architect.

NOTES

- 1) The above rates also apply to Hourly Basis Services, Additional Services or changes within Lump-Sum or Fixed-Fee Agreements.
- 2) Rates shall be increased by a factor of 1.50 for hours incurred outside USA.
- 3) Contract or part-time employees are billed at the category of work performed.
- 4) These Schedules are part of the letter of agreement.

*This Schedule is subject to annual increases not to exceed 4%.

1 4 8 5 P a r k A v e n u e , s u i t e 1 0 3 , E m e r y v i l l e , C A
9 4 6 0 8

p : 5 1 0 - 4 2 0 - 1 6 6 6

0 5 9 9

f : 5 1 0 - 4 2 0 -

TRIAL EXHIBIT 21

MODE = MEMORY TRANSMISSION

START=AUG-31 14:20

END=AUG-31 14:25

FILE NO.=144

STN NO. COMM. ABBR NO. STATION NAME/TEL NO. PAGES DURATION
001 OK 17758252152 022/022 00:04:27

-FISHER FRIEDMAN ASSOC -

***** - 510 420 0599- *****

MARK B. STEPPAN, AIA, CSI, NCARB

ARCHITECT

FILE / COPY

August 10, 2006

BSC Financial, LLC
Sam Caniglia
c/o Consolidated Pacific Development, Inc.
932 Parker Street
Berkeley, CA 94710

Cal Bosma
DeCal Nevada, Inc.
6121 Lakeside Drive, Suite 230
Reno, NV 89511

Post-it® Fax Note	7671	Date	8/31/06	# of pages	22
To	MICHELLE POWELL	From	NATHAN		
Co./Dept.	DECAL	Co.	FFA		
Phone #		Phone #			
Fax #	775 825 2152	Fax #	510 420 1666		

RE: CITY STAFF MEETING (VERN KLOOS) REQUESTED STUDIES AGREEMENT
RESIDENTIAL PROJECT-RENO, NEVADA

Dear Sam and Cal,

We are pleased to present this proposal for the above referenced project based on the meeting with Vern Kloos and City Staff on July 29, 2006.

SCOPE

Based on the information received, we will analyze and document the following:

1. Island Drive Landscape Plan
2. Aerial Perspective along Island Drive illustrating streetscape/landscape plan as shown in item 1
3. Modification to close-up of podium stair perspective as it descends onto Island Drive
4. View analysis from the Palladio project which includes extra view study requests by Wood Rodgers
5. Design studies to the north facade of the podium parking structure as it faces Park Tower
6. High rise illustrative chart for the city of Reno
7. Klaus parking lift analysis and documentation for parking garage

SCHEDULE

Design, documentation and meetings will occur in a timely manner, as required by the approval process and the Owner's schedule for inclusion in the master project PowerPoint presentation.

COMPENSATION

We shall perform the above referenced services on a time and materials basis based on our 2006 hourly billing rate schedule. All Reimbursable expenses (including but not limited to printing, plotting and messenger services) shall be billed at one hundred percent plus a fifteen percent mark-up. See attached Exhibit A.

Fees and reimbursable invoiced amounts shall be billed on a monthly basis. All invoiced amounts not in dispute are due and payable within 30 (thirty) days from the date of the invoice. If the Owner disputes any portion of an invoice, Owner agrees to inform us in writing of such dispute within 7 calendar days of receipt of the invoice.

If you have any questions or need more information please do not hesitate to contact me. We will track this work effort under the project number 0515-05 and 0515-05R.

Sincerely,

ACCEPTED:
BSC Financial, LLC

Mark B. Steppan, AIA, CSI, NCARB

Sam Caniglia/Cal Bosma

Date

Cc: Agreement File/Accounting File

1485 Park Avenue, suite 103, Emoryville, CA 94608
p: 510-420-1666 f: 510-420-0599

TRIAL EXHIBIT 22

MARK B. STEPPAN, AIA, CSI, NCARB

FILE/COPY

ARCHITECT

September 13, 2006

Cal Bosma
DeCal Nevada, Inc.
6121 Lakeside Drive, Suite 230
Reno, NV 89511

RE: **OCTOBER 4, 2006 PLANNING COMMISSION MEETNIG FLY THROUGH EDITS AGREEMENT
RESIDENTIAL PROJECT-RENO, NEVADA**

Dear Cal,

We are pleased to present this proposal for the above referenced project based on our conversations.

SCOPE

Based on the information received, we will analyze, edit and computer render the existing fly through from approximately 7 minutes to approximately 3 minutes.

SCHEDULE

Design, documentation, edits, computer rendering, review and meetings will occur in a timely manner, as required by the approval process and the Owner's schedule for presentation at the October 4, 2006 Reno Planning Commission presentation for project entitlements approval.

COMPENSATION

We shall perform the above referenced services on a time and materials basis based on our 2006 hourly billing rate schedule. All Reimbursable expenses (including but not limited to printing, plotting and messenger services) shall be billed at one hundred percent plus a fifteen percent mark-up. See attached **Exhibit A**.

Fees and reimbursable invoiced amounts shall be billed on a monthly basis. All invoiced amounts not in dispute are due and payable within 30 (thirty) days from the date of the invoice. If the Owner disputes any portion of an invoice, Owner agrees to inform us in writing of such dispute within 7 calendar days of receipt of the invoice.

If you have any questions or need more information please do not hesitate to contact me. We will track this work effort under the project number **0515-06** and **0515-06R**.

Sincerely,

ACCEPTED:
BSC Financial, LLC

Mark B. Steppan, AIA, CSI, NCARB

Cal Bosma

Date

Cc: **Agreement File/Accounting File**
Sam Caniglia via Email

1485 Park Avenue, suite 103,
p: 510-420-1666

Emeryville, CA 94608
f: 510-420-0599

STEPPAN-007552

AA1769

MARK B. STEPPAN, AIA, CSI, NCARB

ARCHITECT

EXHIBIT A

2006 MASTER FEE SCHEDULE

PRINCIPAL/OFFICER	\$220.00 per hour
EXECUTIVE VICE PRESIDENT	\$200.00 per hour
SENIOR VICE PRESIDENT	\$170.00 per hour
VICE PRESIDENT	\$145.00 per hour
ARCHITECT III	\$145.00 per hour
PROJECT MANAGER III	\$145.00 per hour
ARCHITECT II	\$125.00 per hour
PROJECT MANAGER II	\$125.00 per hour
CONSTRUCTION ADMINISTRATOR II	\$110.00 per hour
ARCHITECT I	\$110.00 per hour
PROJECT MANAGER I	\$110.00 per hour
JOB CAPTAIN I	\$110.00 per hour
CONSTRUCTION ADMINISTRATOR I	\$100.00 per hour
SENIOR DESIGNER/DRAFTER	\$100.00 per hour
GRAPHIC DESIGNER	\$95.00 per hour
INTERMEDIATE DRAFTER/DESIGNER	\$90.00 per hour
JUNIOR DRAFTER/DESIGNER	\$70.00 per hour
GRAPHIC DESIGN ASSISTANT	\$70.00 per hour
ACCOUNTING	\$65.00 per hour
SPECIALIZED COMPUTER IMAGING/RENDERING	\$200.00 per hour
CLERICAL/WORD PROCESSING/OFFICE SUPPORT	\$65.00 per hour

REIMBURSABLE EXPENSES AND CONSULTANT FIRM'S FEE SCHEDULE

Reimbursable Expenses are billed to the Client in addition to Architect's Hourly Rates at 1.15 times the cost to the Architect. These include transportation and living expenses in connection with out-of-town travel, models, perspectives, renderings, reprographics, plotting, postage, delivery messenger services, and telephone and telefax costs. Consultant services will be billed to the Client in addition to Architect's Hourly Rates at 1.15 times the cost to the Architect.

NOTES

- 1) The above rates also apply to Hourly Basis Services, Additional Services or changes within Lump-Sum or Fixed-Fee Agreements.
- 2) Rates shall be increased by a factor of 1.50 for hours incurred outside USA.
- 3) Contract or part-time employees are billed at the category of work performed.
- 4) These Schedules are part of the letter of agreement.

*This Schedule is subject to annual increases not to exceed 4%.

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p : 5 1 0 - 4 2 0 - 1 6 6 6

E m e r y v i l l e , C A 9 4 6 0 8
f : 5 1 0 - 4 2 0 - 0 5 9 9

STEPPAN-007553

AA1770

Nathan Ogle

From: Nathan Ogle [nathan@fisherfriedman.com]
Sent: Wednesday, September 13, 2006 2:05 PM
To: 'Calvin Bosma'; 'Michele Powell'
Cc: 'samcaniglia@sbcglobal.net'
Subject: Wingfield Towers Fly Thru Agreement Attached

Cal,

Attached is the fly-thru agreement for your review and return as discussed. We should have a first edit by this Friday.

Call with questions.

Nathan Ogle, AIA

Vice President

Fisher Friedman Associates
1485 Park Avenue, Suite 103
Emeryville, CA 94608
510.420.1666
510.420.0599 fax
www.fisherfriedman.com



091306
5-6Agreement.doc (

STEPPAN-007554

AA1771

TRIAL EXHIBIT 24

Exhibit 24: Invoices for Project 0515-01

Invoice	Date	Amount	Discovery
22258	11/22/05	39,190.00	ST3308-09
22282	12/20/05	72,700.00	ST3306-07
22299	1/12/06	91,035.00	ST3304-05
22300	1/13/06	52,065.00	ST3302-03
22315	2/23/06	8,230.00	ST7591-92
22331	3/22/06	15,490.00	ST7593-94
22352	4/19/06	58,540.00	ST7595-96
22367	5/18/06	43,620.00	ST7597-98

A R C H I T E C T

INVOICE
-----Invoice # 22258
November 22, 2005
Page 1Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-01 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: October 01, 2005 to October 31, 2005

Project #: 0515-01
Billing Group 001

Professional Services -----	Rate ----	Hours -----	Charge -----
Architect I	110.00	24.50	2695.00
Executive Vice President	200.00	9.00	1800.00
Int.Drafter/Designer	90.00	37.50	3375.00
Principal/Officer	220.00	94.00	20680.00
Senior Designer	100.00	32.00	3200.00
Sr Vice President	170.00	10.50	1785.00
Vice President	145.00	39.00	5655.00
		-----	-----
		246.50	39190.00

Total Professional Services	\$	39190.00
-----------------------------	----	----------

Total Amount Due	\$	39190.00
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Note: Billings shall be credited to SD/Entitlement
phase once contract is signed.

Aged Receivables:

Current -----	31-60 Days -----	61-90 Days -----	91-120 Days -----	+120 Days -----
39190.00	0.00	0.00	0.00	0.00

A R C H I T E C T

0515-01
RenoInvoice # 22258
November 22, 2005
Page 2-----
Project Billing Summary:

	Current	Prior	Total
Professional Services	39190.00	0.00	39190.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	-----	-----	-----
	39190.00	0.00	39190.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

A R C H I T E C T

INVOICE
-----Invoice # 22282
December 20, 2005
Page 1Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-01 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: November 01, 2005 to November 30, 2005

Project #: 0515-01
Billing Group 001

Professional Services -----	Rate ----	Hours -----	Charge -----
Architect I	110.00	126.00	13860.00
Executive Vice President	200.00	11.00	2200.00
Graphic Designer	95.00	12.00	1140.00
Int.Drafter/Designer	90.00	62.00	5580.00
Principal/Officer	220.00	124.00	27280.00
Senior Designer	100.00	8.50	850.00
Sr Vice President	170.00	91.50	15555.00
Vice President	145.00	43.00	6235.00
		-----	-----
		478.00	72700.00

Total Professional Services	\$	72700.00

Total Amount Due	\$	72700.00
		=====

Accounts Receivable

Invoice Date -----	Description -----	Amount -----	Balance Due -----
-----------------------	----------------------	-----------------	----------------------

1485 Park Avenue, suite 103,
p:510-420-1666Emeryville, CA 94608
f:510-420-0599

MARK B. STEPPAN, AIA, CSI, NCARB

ARCHITECT

0515-01
Reno

Invoice # 22282
December 20, 2005
Page 2

22258	11/22/05	Billing	39190.00	39190.00
Total Accounts Receivable				39190.00
Balance Due				\$ 111890.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
111890.00	0.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	72700.00	39190.00	111890.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	72700.00	39190.00	111890.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

1485 Park Avenue, suite 103,
p: 510-420-1666

Emeryville, CA 94608
f: 510-420-0599

A R C H I T E C T

INVOICE

Invoice # 22299
January 12, 2006
Page 1

Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-01 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: December 01, 2005 to December 31, 2005

Project #: 0515-01
Billing Group 001

Professional Services -----	Rate ----	Hours -----	Charge -----
Architect I	110.00	55.00	6050.00
Executive Vice President	200.00	29.00	5800.00
Int.Drafter/Designer	90.00	174.50	15705.00
Principal/Officer	220.00	110.00	24200.00
Senior Designer	100.00	5.00	500.00
Sr Vice President	170.00	150.50	25585.00
Vice President	145.00	91.00	13195.00
		-----	-----
		615.00	91035.00

Total Professional Services \$ 91035.00

Total Amount Due \$ 91035.00
=====

Accounts Receivable

Invoice Date -----	Description -----	Amount -----	Balance Due -----
22258 11/22/05	Billing	39190.00	39190.00

MARK B. STEPPAN, AIA, CSI, NCARB

ARCHITECT

0515-01
Reno

Invoice # 22299
January 12, 2006
Page 2

22282	12/20/05	Billing	72700.00	111890.00
Total Accounts Receivable				111890.00
Balance Due				\$ 202925.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
163735.00	39190.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	91035.00	111890.00	202925.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	91035.00	111890.00	202925.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

1485 Park Avenue, suite 103,
p: 510-420-1666

Emeryville, CA 94608
f: 510-420-0599

ARCHITECT

FILE / COPY

INVOICE
-----Invoice # 22300
January 13, 2006
Page 1Sam Caniglia
BSC Financial, LLC
c/o Consolidated Pacific Dev. Co.
932 Parker Street
Berkeley, CA 94710

Project #: 0515-01 Reno

Project Manager: Nathan Ogle

Professional Services for the Period: January 01, 2006 to January 13, 2006

Project #: 0515-01
Billing Group 001

Professional Services -----	Rate ----	Hours -----	Charge -----
Executive Vice President	200.00	44.00	8800.00
Int.Drafter/Designer	90.00	75.00	6750.00
Principal/Officer	220.00	68.00	14960.00
Senior Designer	100.00	21.00	2100.00
Sr Vice President	170.00	73.50	12495.00
Vice President	145.00	48.00	6960.00
		-----	-----
		329.50	52065.00

Total Professional Services	\$	52065.00

Total Amount Due	\$	52065.00
		=====

Accounts Receivable

Invoice Date -----	Description -----	Amount -----	Balance Due -----
22258 11/22/05	Billing	39190.00	39190.00
22282 12/20/05	Billing	72700.00	111890.00

A R C H I T E C T

0515-01
RenoInvoice # 22300
January 13, 2006
Page 2

22299	01/12/06	Billing	91035.00	202925.00
Total Accounts Receivable				202925.00
Balance Due				\$ 254990.00

Aged Receivables:

Current	31-60 Days	61-90 Days	91-120 Days	+120 Days
215800.00	39190.00	0.00	0.00	0.00

Project Billing Summary:

	Current	Prior	Total
Professional Services	52065.00	202925.00	254990.00
Reimbursable Expenses	0.00	0.00	0.00
Outside Services	0.00	0.00	0.00
Late Fees	0.00	0.00	0.00
Invoice Fees	0.00	0.00	0.00
	52065.00	202925.00	254990.00

TERMS: Payable 30 days from date of invoice
unless otherwise governed by contract terms.
Past due invoices will carry a service charge
of 1-1/2% per month.

