

NRS 108.2214 "Lien claimant" defined.

1. "Lien claimant" means any person who provides work, material or equipment with a value of \$500 or more to be used in or for the construction, alteration or repair of any improvement, property or work of improvement. The term includes, without limitation, every artisan, builder, contractor, laborer, lessor or renter of equipment, materialman, miner, subcontractor or other person who provides work, material or equipment, and any person who performs services as an architect, engineer, land surveyor or geologist, in relation to the improvement, property or work of improvement.

2. As used in this section, "laborer" includes, without limitation, an express trust fund to which any portion of the total compensation of a laborer, including, without limitation, any fringe benefit, must be paid pursuant to an agreement with that laborer or the collective bargaining agent of that laborer.

(Added to NRS by 2003, 2588; A 2007, 660)

NRS 108.245 Notice of right to lien: Form; service; effect.

1. Except as otherwise provided in subsection 5, every lien claimant, other than one who performs only labor, who claims the benefit of NRS 108.221 to 108.246, inclusive, shall, at any time after the first delivery of material or performance of work or services under a contract, deliver in person or by certified mail to the owner of the property a notice of right to lien in substantially the following form:

NOTICE OF RIGHT TO LIEN

To:
(Owner's name and address)

The undersigned notifies you that he or she has supplied materials or equipment or performed work or services as follows:

(General description of materials, equipment, work or services)
for improvement of property identified as (property description or street address) under contract with (general contractor or subcontractor). This is not a notice that the undersigned has not been or does not expect to be paid, but a notice required by law that the undersigned may, at a future date, record a notice of lien as provided by law against the property if the undersigned is not paid.

(Claimant)

A subcontractor or equipment or material supplier who gives such a notice must also deliver in person or send by certified mail a copy of the notice to the prime contractor for information only. The failure by a subcontractor to deliver the notice to the prime contractor is a ground for disciplinary proceedings against the subcontractor under chapter 624 of NRS but does not invalidate the notice to the owner.

2. Such a notice does not constitute a lien or give actual or constructive notice of a lien for any purpose.
3. No lien for materials or equipment furnished or for work or services performed, except labor, may be perfected or enforced pursuant to NRS 108.221 to 108.246, inclusive, unless the notice has been given.
4. The notice need not be verified, sworn to or acknowledged.
5. A prime contractor or other person who contracts directly with an owner or sells materials directly to an owner is not required to give notice pursuant to this section.
6. A lien claimant who is required by this section to give a notice of right to lien to an owner and who gives such a notice has a right to lien for materials or equipment furnished or for work or services performed in the 31 days before the date the notice of right to lien is given and for the materials or equipment furnished or for work or services performed anytime thereafter until the completion of the work of improvement.

(Added to NRS by 1965, 1169; A 1967, 1104; 1969, 730; 1979, 1091; 1997, 2695; 2003, 2616; 2005, 1912)

NRS 108.226 Perfection of lien: Time for recording notice of lien; contents of notice of lien; verification; penalty for certain false statements; form for notice of lien; notice of intent to lien required under certain circumstances.

1. To perfect a lien, a lien claimant must record a notice of lien in the office of the county recorder of the county where the property or some part thereof is located in the form provided in subsection 5:

- (a) Within 90 days after the date on which the latest of the following occurs:
- (1) The completion of the work of improvement;
 - (2) The last delivery of material or furnishing of equipment by the lien claimant for the work of improvement; or
 - (3) The last performance of work by the lien claimant for the work of improvement; or
- (b) Within 40 days after the recording of a valid notice of completion, if the notice of completion is recorded and served in the manner required pursuant to NRS 108.228.

2. The notice of lien must contain:

- (a) A statement of the lienable amount after deducting all just credits and offsets.
- (b) The name of the owner if known.
- (c) The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished the material or equipment.
- (d) A brief statement of the terms of payment of the contract.
- (e) A description of the property to be charged with the notice of lien sufficient for identification.

3. The notice of lien must be verified by the oath of the lien claimant or some other person. The notice of lien need not be acknowledged to be recorded.

4. It is unlawful for a person knowingly to make a false statement in or relating to the recording of a notice of lien pursuant to the provisions of this section. A person who violates this subsection is guilty of a gross misdemeanor and shall be punished by a fine of not less than \$5,000 nor more than \$10,000.

5. A notice of lien must be substantially in the following form:

Assessor's Parcel Numbers

NOTICE OF LIEN

The undersigned claims a lien upon the property described in this notice for work, materials or equipment furnished or to be furnished for the improvement of the property:

1. The amount of the original contract is: \$.....
2. The total amount of all additional or changed work, materials and equipment, if any, is: \$.....
3. The total amount of all payments received to date is: \$.....
4. The amount of the lien, after deducting all just credits and offsets, is: \$...
5. The name of the owner, if known, of the property is:
6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is:
7. A brief statement of the terms of payment of the lien claimant's contract is:
8. A description of the property to be charged with the lien is:

.....
(Print Name of Lien Claimant)

By:.....
(Authorized Signature)

State of Nevada)
) ss.
County of)

..... (print name), being first duly sworn on oath according to law, deposes and says:
I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe them to be true.

.....
(Authorized Signature of Lien Claimant)

Subscribed and sworn to before me
this day of the month of of the year

.....
Notary Public in and for
the County and State

6. Except as otherwise provided in subsection 7, if a work of improvement involves the construction, alteration or repair of multifamily or single-family residences, including, without limitation, apartment houses, a lien claimant, except laborers, must serve a 15-day notice of intent to lien incorporating substantially the same information required in a notice of lien upon both the owner and the reputed prime contractor before recording a notice of lien. Service of the notice of intent to lien must be by personal delivery or certified mail and will extend the time for recording the notice of lien described in subsection 1 by 15 days. A notice of lien for materials or equipment furnished or to be furnished for work or services performed or to be performed, except labor, for a work of improvement involving the construction, alteration or repair of multifamily or single-family residences may not be perfected or enforced pursuant to NRS 108.221 to 108.246, inclusive, unless the 15-day notice of intent to lien has been given to the owner.

7. The provisions of subsection 6 do not apply to the construction of any nonresidential construction project.
(Added to NRS by 1965, 1160; A 1971, 367; 1995, 1507; 1997, 2692; 2003, 2597; 2005, 1898)

NRS 87.4315 Knowledge and notice.

1. A person knows a fact if the person has actual knowledge of it.
2. A person has notice of a fact if the person:
 - (a) Knows of it;
 - (b) Has received a notification of it; or
 - (c) Has reason to know it exists from all of the facts known to the person at the time in question.
3. A person notifies or gives a notification to another by taking steps reasonably required to inform the other person in ordinary course, whether or not the other person learns of it.
4. A person receives a notification when the notification:
 - (a) Comes to the person's attention; or
 - (b) Is duly delivered at the person's place of business or at any other place held out by the person as a place for receiving communications.
5. Except as otherwise provided in subsection 6, a person other than a natural person knows, has notice, or receives a notification of a fact for purposes of a particular transaction when the natural person conducting the transaction knows, has notice, or receives a notification of the fact, or in any event when the fact would have been brought to the natural person's attention if the person had exercised reasonable diligence. The person exercises reasonable diligence if it maintains reasonable routines for communicating significant information to the natural person conducting the transaction and there is reasonable compliance with the routines. Reasonable diligence does not require a natural person acting for the person to communicate information unless the communication is part of the natural person's regular duties or the natural person has reason to know of the transaction and that the transaction would be materially affected by the information.
6. A partner's knowledge, notice, or receipt of a notification of a fact relating to the partnership is effective immediately as knowledge by, notice to, or receipt of a notification by the partnership, except in the case of a fraud on the partnership committed by or with the consent of that partner.

(Added to NRS by 2005, 422)

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

2 PROIMTU MMI LLC, a Nevada limited
3 liability company,

4 Appellant,

5 vs.
6

7 TRP INTERNATIONAL, INC., a foreign
8 corporation,

9 Respondent.
10

Case No. 68942

District Court Case No. CV-36431

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11 **APPELLANT PROIMTU MMI, LLC'S**
12 **APPENDIX TO REPLY BRIEF**
13 **VOLUME 1**

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1 APPELLANT PROIMTU MMI, LLC'S
2 APPENDIX TO OPENING BRIEF
3 VOLUME 1

4	<u>DOCUMENTS</u>	<u>BATES STAMP NO.</u>	<u>Vol.</u>
5	1. NRS 108.2214(1)	0001	1
6	2. NRS 108.245	0002	1
7	3. NRS 108.226(2)(d)	0003-0004	1
8	4. NRS 87.4315(6)	0005	1