

1 **INTERROGATORY NO. 8:**

2 Please identify and state with specificity facts that you intend to rely upon to support your
3 allegation that you have fully performed your obligations under your subcontract with APCO
4 including all conditions precedent except as have been excused by the respective breaches by APCO.
5

6 **RESPONSE:**

7 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
8 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
9 identify at this time each and every fact that it will rely on to support its claims in this matter.
10 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
11 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
12 follows:

13 See Response to Interrogatory No. 3. Discovery is continuing and Zitting Brothers reserves
14 the right to supplement this Response as necessary.

15 **INTERROGATORY NO. 9:**

16 Please identify and state with specificity facts that you intend to rely upon to support your
17 allegation that you have fully performed your obligations under any contract with Camco Pacific
18 relative the Project, including all conditions precedent except as have been excused by the respective
19 breaches of Camco Pacific.
20

21 **RESPONSE:**

22 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
23 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
24 identify at this time each and every fact that it will rely on to support its claims in this matter.
25 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
26 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
27 follows:
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1 Zitting Brothers never entered into a written contract with Camco Pacific. Discovery is
2 continuing and Zitting Brothers reserves the right to supplement this Response as necessary.

3 **INTERROGATORY NO. 10:**
4

5 Please identify and state with specificity facts that you intend to rely upon to support your
6 allegations that you have fully performed your obligations under any contract with Gemstone on the
7 Project, including all conditions precedent except as have been excused by the respective breaches
8 by Gemstone.

9 **RESPONSE:**
10

11 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
12 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
13 identify at this time each and every fact that it will rely on to support its claims in this matter.

14 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
15 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
16 follows:

17 Zitting Brothers never executed a written contract with Gemstone. Discovery is continuing
18 and Zitting Brothers reserves the right to supplement this Response as necessary.

19 **INTERROGATORY NO. 11:**
20

21 Please identify and state with specificity facts that you intend to rely upon to support your
22 allegation that APCO has failed to fully pay for materials and services provided by you on the
23 Project.

24 **RESPONSE:**
25

26 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
27 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
28 identify at this time each and every fact that it will rely on to support its claims in this matter.

 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'

1 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
2 follows:

3 See Response to Interrogatory No. 3. Discovery is continuing and Zitting Brothers reserves
4 the right to supplement this Response as necessary.

5 **INTERROGATORY NO. 12:**

6
7 Please identify and state with specificity facts that you intend to rely upon to support your
8 allegation that Camco Pacific has failed to fully pay for the materials and services provided by you
9 on the Project.

10 **RESPONSE:**

11 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
12 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
13 identify at this time each and every fact that it will rely on to support its claims in this matter.
14 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
15 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
16 follows:

17 See Response to Interrogatory No. 9. Discovery is continuing and Zitting Brothers reserves
18 the right to supplement this Response as necessary.

19 **INTERROGATORY NO. 13:**

20
21 Please identify and state with Specificity facts that you intend to rely upon to support your
22 allegation that Gemstone has failed to fully pay for the materials and services provided by you on the
23 Project.

24 **RESPONSE:**

25 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
26 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
27 identify at this time each and every fact that it will rely on to support its claims in this matter.

1 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
2 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
3 follows:

4 See Response to Interrogatory No. 3. Discovery is continuing and Zitting Brothers reserves
5 the right to supplement this Response as necessary.

6 **INTERROGATORY NO. 14:**

7
8 Please identify and state with specificity facts that you intend to rely upon to support your
9 allegation that APCO has been unjustly enriched.

10 **RESPONSE:**

11 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
12 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
13 identify at this time each and every fact that it will rely on to support its claims in this matter.

14 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
15 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
16 follows:

17 See Response to Interrogatory No. 3. Discovery is continuing and Zitting Brothers reserves
18 the right to supplement this Response as necessary.

19 **INTERROGATORY NO. 15:**

20
21 Please identify and state with specificity facts that you intend to rely upon to support your
22 allegation that APCO breached the implied covenant of good faith and fair dealing by failing to pay
23 for work provided by you on the Project.

24 **RESPONSE:**

25 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
26 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
27 identify at this time each and every fact that it will rely on to support its claims in this matter.

1 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
2 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
3 follows:

4 See Response to Interrogatory No. 3. Discovery is continuing and Zitting Brothers reserves
5 the right to supplement this Response as necessary.

6 **INTERROGATORY NO. 16:**

7
8 Please identify and state with specificity facts that you intend to rely upon to support your
9 allegation that APCO negligently or intentionally prevented, obstructed, hindered or interfered with
10 your performance of the work on the Project.

11 **RESPONSE:**

12 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
13 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
14 identify at this time each and every fact that it will rely on to support its claims in this matter.

15 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
16 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
17 follows:

18 In addition to its failure to pay Zitting Brothers for its work at the project, APCO
19 Construction continually delayed the formal approval of change orders to Zitting Brothers work.
20 This directly resulted in Zitting Brothers being unable to obtain payment for change orders that were
21 completed at the direction of APCO Construction and/or Gemstone. Discovery is continuing and
22 Zitting Brothers reserves the right to supplement this Response as necessary.

23 **INTERROGATORY NO. 17:**

24 Please identify and state with specificity facts that you intend to rely upon to support your
25 allegation that Camco and/or Gemstone breached the implied covenant of good faith and fair dealing
26 by failing to pay for work provided by you on the Project.

1 **RESPONSE:**

2 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
3 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
4 identify at this time each and every fact that it will rely on to support its claims in this matter.
5 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
6 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
7 follows:

8 See Response to Interrogatory No. 3. Discovery is continuing and Zitting Brothers reserves
9 the right to supplement this Response as necessary.

10 **INTERROGATORY NO. 18:**

11 Identify, sufficiently to permit service of subpoena, each witness to this action known to you,
12 your attorney, agent, or any investigator or detective employed by you or your attorney or anyone
13 acting on your behalf, which you intend to have testify relative the work supplied by you and
14 provide a brief statement of their anticipated testimony.

15 **RESPONSE:**

16 See Response to Interrogatory No. 1.

17 **INTERROGATORY NO. 19:**

18
19 Identify all documents, records, writings, etc., that support your Answers to these
20 Interrogatories and your responses to Requests for Admissions.

21 **RESPONSE:**

22 See documents bates labeled ZBC0001 – 1223 produced in connection with Plaintiff Zitting
23 Brothers Construction, Inc.'s Initial Early Case Conference List of Witnesses and Identification of
24 Documents. Discovery is continuing and Zitting Brothers reserves the right to supplement this
25 Response as necessary.

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1 **INTERROGATORY NO. 20:**

2 If you or any officer, director, or employee of Zitting Brothers has had any conversations
3 with APCO regarding the facts alleged to be the basis of your complaint against APCO, please state
4 the dates of each conversation, the parties involved, the contents of the conversation and what was
5 said.
6

7 **RESPONSE:**

8 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, and burdensome.
9 Subject to and without waiving the foregoing objections, Zitting Brothers responds as follows:

10 During the course of the project, Zitting Brothers worked with APCO Construction on a daily
11 basis and presumably had numerous conversations regarding Zitting Brothers' work, APCO
12 Constructions payments to Zitting Brothers, and other factual issues underlying the claims in this
13 case. Most, if not all, of all of these conversations were verbal and it is not reasonable to expect
14 Zitting Brothers to recall and describe each conversation. If any conversations have occurred
15 between Zitting Brothers and APCO Construction after the filing of Zitting Brothers' Complaint,
16 they were brief and conversational in nature, and did not address Zitting Brothers' Complaint or the
17 facts underlying its claims in any meaningful manner. Discovery is continuing and Zitting Brothers
18 reserves the right to supplement this Response as necessary.

19 **INTERROGATORY NO. 21:**

20 If you or any officer, director, or employee of Zitting Brothers has had any conversations
21 with Camco Pacific regarding the facts alleged to be the basis of your complaint, please state the
22 dates of each conversation, the parties involved, the contents of the conversation and what was said.
23

24 **RESPONSE:**

25 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, and burdensome.
26 Subject to and without waiving the foregoing objections, Zitting Brothers responds as follows:
27
28

1 None. Discovery is continuing and Zitting Brothers reserves the right to supplement this
2 Response as necessary.

3 **INTERROGATORY NO. 22:**
4

5 If you or any officer, director, or employee of Zitting Brothers has had any conversations
6 with Gemstone regarding the facts alleged to be the basis of your complaint, please state the dates of
7 each conversation, the parties involved, the contents of the conversation and what was said.

8 **RESPONSE:**
9

10 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, and burdensome.
11 Subject to and without waiving the foregoing objections, Zitting Brothers responds as follows:

12 None. Discovery is continuing and Zitting Brothers reserves the right to supplement this
13 Response as necessary.

14 **INTERROGATORY NO. 23:**

15 If you or any officer, director, or employee of Zitting Brothers has had any conversations
16 with any third person regarding the facts alleged to be the basis of your complaint, please state the
17 dates of each conversation, the parties involved, the contents of the conversation and what was said.

18 **RESPONSE:**
19

20 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
21 seeks information protected by the attorney-client and/or the attorney work product privilege.

22 Subject to and without waiving the foregoing objections, Zitting Brothers responds as follows:

23 None. Discovery is continuing and Zitting Brothers reserves the right to supplement this
24 Response as necessary.

25 **INTERROGATORY NO. 24:**

26 Please identify each person you expect to call as an expert witness at the time of trial in this
27 action. With respect to each person to call as an expert witness, please state the subject matter on
28

1 which each expert is expected to testify, a summary of the grounds for each opinion; whether written
2 document was prepared by such expert and if so, identify it; and the professional title, educational
3 background, qualifications and work experience of each such expert.
4

5 **RESPONSE:**

6 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, and seeks
7 information protected by the attorney-client and/or the attorney work product privilege. Subject to
8 and without waiving the foregoing objections, Zitting Brothers responds as follows:

9 The time for designating experts in this matter has not yet passed. At this time, Zitting
10 Brothers has not designated any experts and is unable to accurately determine whether expert
11 testimony will be necessary at trial. Discovery is continuing and Zitting Brothers reserves the right
12 to supplement this Response as necessary.

13 **INTERROGATORY NO. 25:**

14 Please identify any exhibits which you intend to produce at the time of trial in this matter as
15 it relates to the claims brought against APCO and the work furnished by you on the Project and as to
16 each such exhibit, please state:

- 17 i. The origin of the exhibit;
18 ii. Location of the original exhibit; and
19 iii. If the exhibit is a copy, whether or not the exhibit has been authenticated and
20 by whom.
21

22 **RESPONSE:**

23 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, and burdensome.
24 Additionally, Zitting Brothers is not prepared, nor is it required, to identify at this time each and
25 every exhibit that may or may not be used at trial in this matter. Discovery is on going and
26 additional facts may be indentified that will support Zitting Brothers' claims. Subject to and without
27 waiving the foregoing objections, Zitting Brothers responds as follows:
28

1 Please see all documents produced in connection with Plaintiff Zitting Brothers Construction,
2 Inc.'s Initial Early Case Conference List of Witnesses and Identification of Documents. Discovery is
3 continuing and Zitting Brothers reserves the right to supplement this Response as necessary.

4 **INTERROGATORY NO. 26:**

5
6 Please state and identify each and every fact setting forth the alleged breach by APCO.

7 **RESPONSE:**

8 See Response to Interrogatory No. 3.

9 **INTERROGATORY NO. 27:**

10
11 Please state and identify each and every fact setting forth the alleged breach by Camco and/or
12 Gemstone.

13 **RESPONSE:**

14 See Response to Interrogatory No. 3.

15 **INTERROGATORY NO. 28:**

16
17 Please identify each and every fact that you intend to rely upon to support your allegations as
18 to what amount APCO owes you for the work furnished by you on the Project through the date of
19 APCO's termination of its contract with Gemstone, which amount your content remains unpaid and
20 due from APCO.

21 **RESPONSE:**

22 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, confusing,
23 burdensome, and calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it
24 required, to identify at this time each and every fact that it will rely on to support its claims in this
25 matter. Discovery is on going and additional facts may be indentified that will support Zitting
26 Brothers' claims. Subject to and without waiving the foregoing objections, Zitting Brothers
27 responds as follows:
28

1 See Response to Interrogatory No. 3. Additionally, all work performed by Zitting Brothers
2 was done in connection with its subcontract with APCO Construction and, as such, all amounts
3 owed to Zitting Brothers are attributed to APCO Construction even if certain tasks were not fully
4 completed until APCO Construction left the project. Discovery is continuing and Zitting Brothers
5 reserves the right to supplement this Response as necessary.

6 **INTERROGATORY NO. 29:**

7
8 Please identify each and every fact that you intend to rely upon to support your allegations as
9 to what amount Camco and/or Gemstone owes you for the work furnished by you on the Project
10 through the date of APCO's termination of its contract with Gemstone including for any work that
11 you may have performed after APCO's termination of its contract with Gemstone, which amount
12 you contend remains unpaid and due.

13 **RESPONSE:**

14 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, confusing,
15 burdensome, and calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it
16 required, to identify at this time each and every fact that it will rely on to support its claims in this
17 matter. Discovery is on going and additional facts may be identified that will support Zitting
18 Brothers' claims. Subject to and without waiving the foregoing objections, Zitting Brothers
19 responds as follows:

20 See Response to Interrogatory No. 28. Discovery is continuing and Zitting Brothers reserves
21 the right to supplement this Response as necessary.

22 **INTERROGATORY NO. 30:**

23
24 Please describe in detail the contract terms that you agreed to with APCO regarding the work
25 furnished by you on the Project.

26 ///

27 ///

1 **RESPONSE:**

2 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
3 calls for a legal conclusion. Additionally, this information is readily available to APCO
4 Construction and it is improper and unnecessary for Zitting Brothers to recite each and every term of
5 the subcontract as the document speaks for itself. Discovery is continuing and Zitting Brothers
6 reserves the right to supplement this Response as necessary.

7 **INTERROGATORY NO. 31:**

8 Please describe in detail the contract terms that you agreed to with Camco and/or Gemstone
9 regarding the work furnished by you on the Project.
10

11 **RESPONSE:**

12 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
13 calls for a legal conclusion. Subject to and without waiving the foregoing objections, Zitting
14 Brothers responds as follows:

15 Zitting Brothers did not enter into a written subcontract with either Camco Pacific or
16 Gemstone for its work at the project. Discovery is continuing and Zitting Brothers reserves the right
17 to supplement this Response as necessary.

18 **INTERROGATORY NO. 32:**

19 Please state each and every fact to support your claim of priority as set forth in the Seventh
20 Cause of Action of your Complaint.
21

22 **RESPONSE:**

23 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
24 calls for a legal conclusion. Subject to and without waiving the foregoing objections, Zitting
25 Brothers responds as follows:

26 Please see Response to Interrogatory Nos. 2 & 3. Additionally, APCO Construction has
27 informed Zitting Brothers that work on the project began prior to Zitting Brothers starting its work at
28

1 the site and prior to the applicable Deeds of Trust that were recorded against the project. Discovery
2 is continuing and Zitting Brothers reserves the right to supplement this Response as necessary.

3 **INTERROGATORY NO. 33:**
4

5 For each of the Request for Admissions, which were served upon you concurrently with
6 these Interrogatories, and which you denied, either in whole or in part, please state with particularity
7 all facts upon which you relied in asserting this denial and identify the sources of your information
8 upon which you rely in asserting this denial, including the names of persons who have knowledge of
9 such facts, and further identify all documents which evidence, refer or relate in any way to such
10 facts.

11 **RESPONSE:**
12

13 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, and burdensome.
14 Subject to and without waiving the foregoing objections, Zitting Brothers responds as follows:

15 Request No. 3: This Request was denied because it is likely that the contractual provisions
16 cited to are void under Nevada law and Nevada public policy as stated in NRS 624.628(3) and
17 624.624.

18 Request No. 4: This Request was denied because it is likely that the contractual provisions
19 cited to are void under Nevada law and Nevada public policy as stated in NRS 624.628(3) and
20 624.624. Moreover, this Request fails to reflect the changes to the relevant contractual provisions
21 that were agreed to by Zitting Brothers and APCO Construction.

22 Request No. 5: This Request was denied because it is likely that the contractual provisions
23 cited to are void under Nevada law and Nevada public policy as stated in NRS 624.628(3) and
24 624.624.

25 Request No. 6: This Request was denied because it is likely that the contractual provisions
26 cited to are void under Nevada law and Nevada public policy as stated in NRS 624.628(3) and
27 624.624. Moreover, this Request fails to reflect the changes to the relevant contractual provisions
28 that were agreed to by Zitting Brothers and APCO Construction.

1 Request No. 7: This Request was denied because under the subcontract APCO Construction
2 is liable to Zitting Brothers for all unpaid amounts.

3 Request No. 8: This Request was denied because Zitting Brothers cannot affirmatively state
4 that APCO Construction was not paid by Gemstone for amounts owed to Zitting Brothers.

5 Request No. 9: This Request was denied because Zitting Brothers is informed that APCO
6 Construction received significant payments from Gemstone for its work and work performed by
7 Zitting Brothers on the project.

8 Request No. 10: This Request was denied because Zitting Brothers cannot identify each and
9 every reason why APCO Construction terminated its contract with Gemstone.

10 Request No. 11: This Request was denied because, although Zitting Brothers was aware that
11 APCO Construction left the project, Zitting Brothers cannot conclusively identify the manner in
12 which it came to this knowledge.

13 Request No. 12: This Request was denied because Subsection 9 of the subcontract does not
14 allow termination of the subcontract in the manner utilized by APCO Construction.

15 Request No. 13: This Request was denied because Zitting Brothers did not enter into a
16 Ratification and Amendment of the Subcontract Agreement with Camco Pacific.

17 Request No. 14: This Request was denied because Zitting Brothers did not enter into a
18 Ratification and Amendment of the Subcontract Agreement with Camco Pacific.

19 Request No. 15: This Request was denied because Zitting Brothers did not enter into a
20 Ratification and Amendment of the Subcontract Agreement with Camco Pacific.

21 Request No. 16: This Request was denied because Zitting Brothers did not enter into a
22 Ratification and Amendment of the Subcontract Agreement with Camco Pacific.

23 Request No. 17: This Request was denied because Zitting Brothers did not enter into a
24 Ratification and Amendment of the Subcontract Agreement with Camco Pacific.

25 Request No. 18: This Request was denied because Zitting Brothers did not enter into a
26 Ratification and Amendment of the Subcontract Agreement with Camco Pacific.

1 Request No. 19: This Request was denied because Zitting Brothers did not enter into a
2 Ratification and Amendment of the Subcontract Agreement with Camco Pacific.

3 Request No. 20: This Request was denied because Zitting Brothers did not enter into a
4 Ratification and Amendment of the Subcontract Agreement with Camco Pacific.

5 Request No. 21: This Request was denied because under the subcontract APCO
6 Construction is liable to Zitting Brothers for all unpaid amounts.

7 Request No. 22: This Request was denied because under the subcontract APCO
8 Construction is liable to Zitting Brothers for all unpaid amounts.

9 Request No. 23: This Request was denied because under the subcontract APCO
10 Construction is liable to Zitting Brothers for all unpaid amounts.

11 Request No. 24: This Request was denied because Zitting Brothers did not enter into a
12 Ratification and Amendment of the Subcontract Agreement with Camco Pacific.

13 Request No. 26: This Request was denied because under the subcontract APCO
14 Construction is liable to Zitting Brothers for all unpaid amounts.

15 Request No. 27: This Request was denied because APCO Construction received value for
16 Zitting Brothers' work at the project and because under the subcontract APCO Construction is liable
17 to Zitting Brothers for all unpaid amounts.

18 Request No. 28: This Request was denied because APCO Construction received value for
19 Zitting Brothers' work at the project and because under the subcontract APCO Construction is liable
20 to Zitting Brothers for all unpaid amounts.

21 Request No. 29: This Request was denied because Zitting Brothers is unaware of any claims
22 by Gemstone that its work at the project was not done in a good and workmanlike manner.

23 Request No. 30: This Request was denied because all of Zitting Brothers work at the project
24 was completed in a good and workmanlike manner in compliance with all the pertinent plans,
25 specifications, codes, and industry standards.

26 Request No. 31: This Request was denied because under the subcontract APCO
27 Construction is liable to Zitting Brothers for all unpaid amounts.

1 Request No. 33: This Request was denied because under the subcontract APCO
2 Construction is liable to Zitting Brothers for all unpaid amounts.

3 Request No. 34: This Request was denied because under the subcontract APCO
4 Construction is liable to Zitting Brothers for all unpaid amounts.

5 Request No. 36: This Request was denied because Zitting Brothers is informed that APCO
6 Construction received significant payments from Gemstone for its work and work performed by
7 Zitting Brothers on the project.

8 Discovery is continuing and Zitting Brothers reserves the right to supplement this Response
9 as necessary.

10 **INTERROGATORY NO. 34:**

11 With respect to the Complaint you asserted against APCO, state:

- 12 (a) What is the dollar amount of damages, if any, that you are seeking?
- 13 (b) If the dollar amount set forth in answer (a) is a composite of several different
14 elements of damages, set forth each of those elements and every fact or document that
15 form the basis for the amount of damages attributable to said damages or each
16 element thereof.
- 17 (c) State precisely how you calculated the amounts set forth in (a) and (b) above.
- 18 (d) Precisely what did APCO do which gives rise to this claim for damages?
- 19 (e) Identify the documents that you intend to rely upon in making this claim for damages.
- 20 (f) Identify the witness who you expect to testify with respect to such damages, and set
21 forth a summary of their expected testimony.

22
23 **RESPONSE:**

24 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
25 calls for a legal conclusion. Subject to and without waiving the foregoing objections, Zitting
26 Brothers responds as follows:

1 Zitting Brothers' damages are comprised of the \$750,807.16 stated in Zitting Brothers'
2 amended lien plus any and all statutory and/or contractual fees, costs, and interest. Zitting Brothers'
3 lien amount is generally comprised of unpaid retention of \$403,365.49 and unpaid change orders of
4 \$347,441.67. Documents supporting these amounts were previously produced by Zitting Brothers
5 and can be found at ZBC1112 -- 1166 and ZBC1177 -- 1229. The witnesses that may provide
6 testimony relative to these amounts can be found in Plaintiff Zitting Brothers Construction, Inc.'s
7 Initial Early Case Conference List of Witnesses and Identification of Documents. Discovery is
8 continuing and Zitting Brothers reserves the right to supplement this Response as necessary.

9 **INTERROGATORY NO. 35:**

10
11 Please provide a breakdown of the sum of \$788,405.41, which you claim remains due you for
12 the work furnishes on the Project, including, but not limited to, the date when each portion of the
13 work was performed.

14 **RESPONSE:**

15 Objection. This Interrogatory is vague, ambiguous, overbroad, and burdensome, in that it
16 seeks to have Zitting Brothers identify to an unreasonable detail the work it performed on the
17 Manhattan West project. Subject to and without waiving such objections, Zitting Brothers' responds
18 as follows:

19 See Response to Interrogatory No. 34. Discovery is continuing and Zitting Brothers reserves
20 the right to supplement this Response as necessary.

21 **INTERROGATORY NO. 36:**

22
23 Please identify each and every fact that you intend to rely to refute that Zitting Brothers
24 should indemnify APCO for any and all losses, damages or expenses that APCO sustains as a result
25 of any claims by Gemstone for damages that Gemstone allegedly sustained due to Zitting Brothers'
26 improper workmanship on the Project, including, but not limited to, any damage amount and the
27 attorney's fees and costs incurred by APCO relative thereto.

1
2 **RESPONSE:**

3 Objection. This Interrogatory is vague, ambiguous, overbroad, burdensome, and calls for a
4 legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to identify at this
5 time each and every fact that it will rely on to support its claims or refute the claims of other parties
6 in this matter. Subject to and without waiving such objections, Zitting Brothers' responds as
7 follows:

8 Zitting Brothers is unable to meaningfully respond to this Interrogatory as it is currently
9 unaware of any claims being asserted by Gemstone that could require Zitting Brothers to indemnify
10 APCO Construction. Discovery is continuing and Zitting Brothers reserves the right to supplement
11 this Response as necessary.

12 **INTERROGATORY NO. 37:**

13 Please identify each and every fact that you intend to rely to refute that any obligations or
14 responsibilities of APCO under Subcontract Agreement with Zitting Brothers has been replaced,
15 terminated, voided, cancelled or otherwise released by the ratification entered into between Zitting
16 Brothers and Camco Pacific and that as a result therefore, APCO no longer bears any liability under
17 the Subcontract Agreement.
18

19 **RESPONSE:**

20 Objection. This Interrogatory is vague, ambiguous, overbroad, burdensome, and calls for a
21 legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to identify at this
22 time each and every fact that it will rely on to support its claims or refute the claims of other parties
23 in this matter. Subject to and without waiving such objections, Zitting Brothers' responds as
24 follows:

25 APCO Construction has not been released from any of its contractual duties to Zitting
26 Brothers. Zitting Brothers and Camco Pacific never entered into any contractual agreements relative
27
28

1 to Zitting Brothers work at the Manhattan West project. Discovery is continuing and Zitting
2 Brothers reserves the right to supplement this Response as necessary.

3 **INTERROGATORY NO. 38:**

4
5 Please state each and every fact to support your claim that APCO violated Chapter NRS 624
6 in administration of the Project.

7 **RESPONSE:**

8 See Response to Interrogatory No. 3.

9
10 **INTERROGATORY NO. 39:**

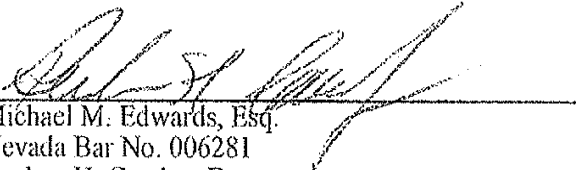
11 Please state each and every fact to support your claim that APCO failed to timely pay its
12 subcontractors, including you, on this project, as required under NRS 624.606 to 624.630, et. seq.

13
14 **RESPONSE:**

15 See Response to Interrogatory No. 3.

16 DATED this 3rd day of April, 2010.

17 **WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP**

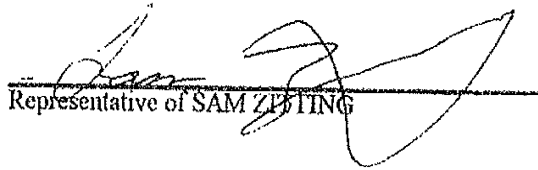
18
19 
20 Michael M. Edwards, Esq.
21 Nevada Bar No. 006281
22 Reuben H. Cawley, Esq.
23 Nevada Bar No. 009384
24 415 South Sixth Street, Suite No. 300
25 Las Vegas, Nevada 89101
26 Attorneys for Zitting Brothers Construction, Inc.

VERIFICATION


STATE OF Utah)
COUNTY OF WINNEBAGO) ss:

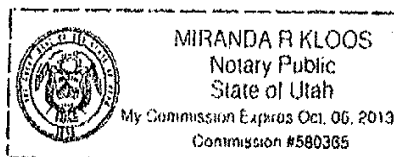
Sam Zitting being first duly sworn, deposes and says:

That I am the President of ZITTING BROTHERS CONSTRUCTION, INC. Plaintiff in the above-entitled action; that I am a representative of ZITTING BROTHERS CONSTRUCTION, INC. duly authorized to execute this Verification to Defendant's Interrogatories; and that I have read the foregoing **RESPONSES TO APCO CONSTRUCTION'S INTERROGATORIES** and know the contents thereof, and that the same is true of my own knowledge except for those matters therein stated on information and belief, and as for those matters I believe them to be true.


Representative of SAM ZITTING

SUBSCRIBED AND SWORN to before me
this 9 day of April, 20010.

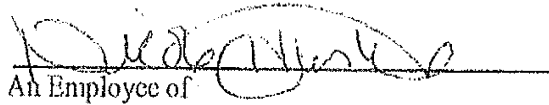

NOTARY PUBLIC in and for said
County and State



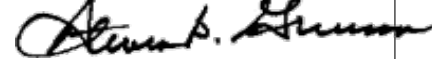
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CERTIFICATE OF ELECTRONIC SERVICE

I certify that I am an employee of Wilson, Elser, Moskowitz, Edelman & Dicker LLP, and
that on this 9th day of April, 2010, I did cause a true copy of the foregoing Responses to
Interrogatories through the EFP Vendor System to all registered parties pursuant to the Order for
Electronic Filing and Service.



An Employee of
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

**Marquis Aurbach Coffing**

Jack Chen Min Juan, Esq.
Nevada Bar No. 6367
Micah S. Echols, Esq.
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Cody S. Mounteer, Esq.
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jjuan@maclaw.com
mechols@maclaw.com
cmounteer@maclaw.com

-and-**SPENCER FANE LLP**

John H. Mowbray, Esq. (Bar No. 1140)
John Randall Jefferies, Esq. (Bar No. 3512)
Mary E. Bacon, Esq. (Bar No. 12686)
300 S. Fourth Street, Suite 950
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E-mail: JMowbray@spencerfane.com
RJefferies@spencerfane.com
MBacon@spencerfane.com

*Attorneys for Apco Construction, Inc.***DISTRICT COURT****CLARK COUNTY, NEVADA**

APCO CONSTRUCTION, a Nevada corporation,
Case No.: A571228

Dept. No.: XIII

Plaintiff,
v.

GEMSTONE DEVELOPMENT WEST, INC., A Nevada corporation,

Defendant.

Consolidated with:

A574391; A574792; A577623; A583289;
A587168; A580889; A584730; A589195;
A595552; A597089; A592826; A589677;
A596924; A584960; A608717; A608718; and
A590319

**SECOND AMENDED CASE APPEAL
STATEMENT**AND ALL RELATED MATTERS

Plaintiff APCO CONSTRUCTION, INC. hereby submits its Case Appeal Statement
pursuant to NRAP 3(f) as follows:

1. Name of appellant filing this case appeal statement:

APCO CONSTRUCTION, INC.

2. Identify the judge issuing the decision, judgment, or order appealed from:

The Honorable Judge Mark Denton.

3. Identify each appellant and the name and address of counsel for each appellant:

John H. Mowbray, Esq. (NV Bar No. 1140)
John Randall Jefferies, Esq. (NV Bar No. 3512)
Mary E. Bacon, Esq. (NV Bar No. 12686)

SPENCER FANE LLP
300 S. Fourth Street, Suite 950
Las Vegas, NV 89101
Telephone: (702) 408-3411
Facsimile: (702) 408-3401
E-mail: JMowbray@spencerfane.com
RJefferies@spencerfane.com
MBacon@spencerfane.com

-and-

Jack Chen Min Juan, Esq. (NV Bar No. 6367)
Micah Echols, Esq. (NV Bar No. 8437)
Cody S. Mounteer, Esq. (NV Bar No. 11220)

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, NV 89145
Telephone: 702.207.6089
Email: JJuan@maclaw.com
MEchols@maclaw.com
CMounteer@maclaw.com

Attorneys for APCO Construction, Inc.

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):

Respondent's appellate counsel is:

Jorge A. Ramirez, Esq.
I-Che Lai, Esq.
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

300 S. 4th Street, 11th Floor
Las Vegas, NV 89101
Telephone: (702) 727-1400
Email: Jorge.ramirez@wilsonelser.com
l-che-lai@wilsonelser.com

Attorneys for Zitting Brothers Construction, Inc.

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission):

Not applicable.

6. Indicate whether appellant was represented by appointed or retained counsel in the district court:

Appellant was represented by retained counsel Spencer Fane LLP and Marquis Aurbach Coffing in the district court.

7. Indicate whether appellant is represented by appointed or retained counsel on appeal:

Appellant is represented by retained counsel Spencer Fane LLP and Marquis Aurbach Coffing on appeal.

8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave:

Appellant did not apply for and was not granted leave to proceed in forma pauperis.

9. Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed):

The complaint in the consolidated action was filed on September 9, 2008. Zitting Brothers Construction, Inc.'s ("Zitting") complaint against APCO was filed on April 3, 2009.

1 **10. Provide a brief description of the nature of the action and result in the**
2 **district court, including the type of judgment or order being appealed and the relief**
3 **granted by the district court:**

4 This action arises out of a construction project in Las Vegas, Nevada known as
5 the Manhattan West Condominiums Project ("the Project") in Clark County Nevada, (the
6 "Property" or "Project"). Gemstone Development West, Inc. ("Gemstone") was the owner of the
7 Project that contracted with APCO to serve as the prime contractor. Gemstone and APCO
8 entered into the Manhattan West General Construction Agreement (the "Agreement") on or
9 about September 6, 2007.

10 APCO entered into a subcontract with Zitting to provide drywall on the Project on April
11 17, 2007. Gemstone did not pay APCO for its June, July or August 2008 billings and terminated
12 APCO from the Project in August 2008 and hired a replacement general contractor, Camco
13 Construction, Inc. ("Camco"). APCO ensured payment to Zitting through its August 2008
14 billings submitted to APCO before APCO left the Project. Zitting continued working on the
15 Project for Camco and brought actions against APCO alleging non-payment of retention and
16 change orders when the Project shutdown several months later. APCO believes the retention and
17 change order payments never became due under the payment schedule in the subcontract. APCO
18 also believes that it is not responsible for change orders completed under Camco's direction.
19 Further, since APCO filed its February 16, 2018 case appeal statement, the district court held a
20 trial on the merits on other subcontractors' similar claims against APCO, and the district court
21 entered judgment in favor of APCO, and found APCO had no liability to the other
22 subcontractors.

23 APCO is appealing: (1) the Findings of Fact, Conclusions of Law, and Order Granting
24 Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO
25 Construction entered on January 2, 2018¹, (2) the Order Denying APCO Construction, Inc.'s
26 Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction, Inc.'s

27 _____
28 ¹ Notice of Entry of Order was also on January 2, 2018.

Partial Motion for Summary Judgment entered on January 25, 2018², the Order Determining Amount of Zitting Brothers Construction, Inc.'s Attorney's Fees, Costs and Prejudgment Interest, entered on May 8, 2018³ and **Zitting Brothers Construction, Inc.'s Motion In Limine To Limit The Defenses of APCO Construction To The Enforceability of Pay-If-Paid Provision, entered on December 5, 2017⁴.**

The Findings of Fact, Conclusions of Law, and Order Granting Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction gave Zitting all of the financial relief it requested in its action against APCO, **and the motion in limine prohibited APCO from pursuing any defense besides a pay-if-paid defense.** As such, APCO is appealing from the Judgment certified as a Final Judgment pursuant to Rule 54(b) with respect to Zittings claims against APCO on July 30, 2018, attached as **Exhibit A**, and each and every prior order that merged into the Final Judgment.

11. Indicate whether the case has previously been the subject of an appeal to or original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the prior proceeding:

The case has previously been the subject of three writ proceedings, as summarized below.

Case No.	Short Caption	Date Filed	Type-Subtype
61131	APCO Construction, Inc. v. Dist. Ct. (Scott Finical)	06/25/20 12	Civil - Mandamus/ Prohibition
57784	Club Vista Financial Services v. Dist. Ct. (Scott	02/17/20 11	Civil - Mandamus/

² Notice of Entry of order was on January 31, 2018.

³ Notice of Entry of Order was on May 11, 2018.

⁴ Zitting's Counsel was to prepare an order, but failed to do so.

	Finical)		Prohibition
57641	Club Vista Financial Services vs. Dist. Ct. (Scott Finical Corp.).	01/28/20 11	Civil Mandamus/ Prohibition

12. Indicate whether this appeal involves child custody or visitation:

This appeal does not involve child custody or visitation.

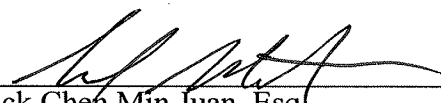
13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

This matter is a civil case and Appellant believes there is a possibility of settlement; however, APCO and Zitting participated in a settlement conference on May 14, 2018, and that settlement conference was not successful.

Dated this 8th day of August, 2018.

MARQUIS AURBACH COFFING

By


 Jack Chen Min Juan, Esq.
 Nevada Bar No. 6367
 Micah S. Echols, Esq.
 Nevada Bar No. 8437
 Cody S. Mounteer, Esq.
 Nevada Bar No. 11220
 10001 Park Run Drive
 Las Vegas, Nevada 89145
Attorney(s) for Apco Construction, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Marquis Aurbach Coffing and that a copy of the foregoing **SECOND AMENDED CASE APPEAL STATEMENT** was served by electronic transmission through the E-Filing system pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26 or by mailing a copy to their last known address, first class mail, postage prepaid for non-registered users, on this 8th day of August, 2018, as follows:

Counter Claimant: Camco Pacific Construction Co Inc

Steven L. Morris (steve@gmdlegal.com)

Intervenor Plaintiff: Cactus Rose Construction Inc

Eric B. Zimbelman (ezimbelman@peelbrimley.com)

Intervenor Plaintiff: Interstate Plumbing & Air Conditioning Inc

Jonathan S. Dabbieri (dabbieri@sullivanhill.com)

Intervenor: National Wood Products, Inc.'s

Dana Y Kim (dkim@caddenfuller.com)

Richard L Tobler (rltldck@hotmail.com)

Richard Reincke (rreincke@caddenfuller.com)

S. Judy Hirahara (jhirahara@caddenfuller.com)

Tammy Cortez (tcortez@caddenfuller.com)

Other: Chapter 7 Trustee

Elizabeth Stephens (stephens@sullivanhill.com)

Gianna Garcia (ggarcia@sullivanhill.com)

Jennifer Saurer (Saurer@sullivanhill.com)

Jonathan Dabbieri (dabbieri@sullivanhill.com)

Plaintiff: Apco Construction

Rosie Wesp (rwesp@maclaw.com)

Third Party Plaintiff: E & E Fire Protection LLC

TRACY JAMES TRUMAN (DISTRICT@TRUMANLEGAL.COM)

Other Service Contacts

"Caleb Langsdale, Esq." . (caleb@langsdalelaw.com)
"Cody Mounteer, Esq." . (cmounteer@marquisaurbach.com)
"Cori Mandy, Legal Secretary" . (cori.mandy@procopio.com)
"Donald H. Williams, Esq." . (dwilliams@dhwlawlv.com)
"Marisa L. Maskas, Esq." . (mmaskas@pezzilloloyd.com)
"Martin A. Little, Esq." . (mal@juww.com)
"Martin A. Little, Esq." . (mal@juww.com)
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Benjamin D. Johnson . (ben.johnson@btjd.com)
Beverly Roberts . (broberts@trumanlegal.com)
Brad Slighting . (bslighting@djplaw.com)
Caleb Langsdale . (Caleb@Langsdalelaw.com)
Calendar . (calendar@litigationservices.com)
Cheri Vandermeulen . (cvandermeulen@dickinsonwright.com)
Christine Spencer . (cspencer@dickinsonwright.com)
Christine Taradash . (CTaradash@maazlaw.com)
Cindy Simmons . (csimmons@djplaw.com)
Courtney Peterson . (cpeterson@maclaw.com)
Cynthia Kelley . (ckelley@nevadafirm.com)
Dana Y. Kim . (dkim@caddenfuller.com)
David J. Merrill . (david@djmerillpc.com)
David R. Johnson . (djohnson@watttieder.com)
Debbie Holloman . (dholloman@jamsadr.com)
Debbie Rosewall . (dr@juww.com)
Debra Hitchens . (dhitchens@maazlaw.com)
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Donna Wolfbrandt . (dwolfbrandt@dickinsonwright.com)

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4 Eric Dobberstein . (edobberstein@dickinsonwright.com)
5 Eric Zimbelman . (ezimbelman@peelbrimley.com)
6 Erica Bennett . (e.bennett@kempjones.com)
7 Floyd Hale . (fhale@floydhale.com)
8 George Robinson . (grobinsn@pezzillolloyd.com)
9 Glenn F. Meier . (gmeier@nevadafirm.com)
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12 I-Che Lai . (I-Che.Lai@wilsonelser.com)
13 Jack Juan . (jjuan@marquisaurbach.com)
14 Jennifer Case . (jcase@maclaw.com)
15 Jennifer MacDonald . (jmacdonald@watttieder.com)
16 Jennifer R. Lloyd . (Jlloyd@pezzillolloyd.com)
17 Jineen DeAngelis . (jdeangelis@foxrothschild.com)
18 Jorge Ramirez . (Jorge.Ramirez@wilsonelser.com)
19 Kathleen Morris . (kmorris@mcdonaldcarano.com)
20 Kaytlyn Bassett . (kbassett@gerrard-cox.com)
21 Kelly McGee . (kom@juww.com)
22 Kenzie Dunn . (kdunn@btjd.com)
23 Lani Maile . (Lani.Maile@wilsonelser.com)
24 Legal Assistant . (rrlegalassistant@rookerlaw.com)
25 Linda Compton . (lcompton@gglts.com)
26 Marie Ogella . (mogella@gordonrees.com)
27 Michael R. Ernst . (mre@juww.com)
28 Michael Rawlins . (mrawlins@rookerlaw.com)
Pamela Montgomery . (pym@kempjones.com)
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3 Richard Tobler . (riltldck@hotmail.com)
4 Rosey Jeffrey . (rjeffrey@peelbrimley.com)
5 Ryan Bellows . (rbellows@mcdonaldcarano.com)
6 S. Judy Hirahara . (jhirahara@caddenfuller.com)
7 Sarah A. Mead . (sam@juwww.com)
8 Steven Morris . (steve@gmdlegal.com)
9 Tammy Cortez . (tcortez@caddenfuller.com)
10 Taylor Fong . (tfong@marquisaurbach.com)
11 Terri Hansen . (thansen@peelbrimley.com)
12 Timothy E. Salter . (tim.salter@procopio.com)
13 Wade B. Gochnour . (wbgochnour@h2law.com)



an employee of Marquis Aurbach
Coffing

Exhibit A



1 **Marquis Aurbach Coffing**
2 Jack Chen Min Juan, Esq.
3 Nevada Bar No. 6367
4 Cody S. Mounteer, Esq.
5 Nevada Bar No. 11220
6 Tom W. Stewart, Esq.
7 Nevada Bar No. 14280
8 10001 Park Run Drive
9 Las Vegas, Nevada 89145
10 Telephone: (702) 382-0711
11 Facsimile: (702) 382-5816
12 jjuan@maclaw.com
13 cmounteer@maclaw.com
14 Attorneys for APCO Construction

15 -and-

16 **SPENCER FANE LLP**
17 John H. Mowbray, Esq. (Bar No. 1140)
18 John Randall Jefferies, Esq. (Bar No. 3512)
19 Mary E. Bacon, Esq. (Bar No. 12686)
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21 Las Vegas, NV 89101
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23 Facsimile: (702) 408-3401
24 E-mail: JMowbray@spencerfane.com
25 RJefferies@spencerfane.com
26 MBacon@spencerfane.com

27 **DISTRICT COURT**

28 **CLARK COUNTY, NEVADA**

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST, INC., A
Nevada corporation,

Defendant.

AND ALL RELATED MATTERS

Case No.: A571228
Dept. No.: XIII

Consolidated with:

A574391; A574792; A577623; A583289;
A587168; A580889; A584730; A589195;
A595552; A597089; A592826; A589677;
A596924; A584960; A608717; A608718 and
A590319

**ORDER GRANTING MOTION
FOR 54(b) CERTIFICATION AND FOR
STAY PENDING APPEAL**

Plaintiff APCO Construction's Motion for 54(b) Certification and for Stay Pending
Appeal on Order Shortening Time having come on for hearing before this Court on June 21,

MARQUIS AURBACH COFFING

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

RECEIVED

JUL 20 2018

DISTRICT COURT DEPT# 13

1 2018, Plaintiff APCO Construction, being represented by and through its attorney of record,
2 Cody S. Munteer, Esq. of the law firm of Marquis Aurbach Coffing, and Defendant Zitting
3 Brothers Construction, Inc., being represented by and through its attorney of record, I-Che Lai,
4 Esq. of the law firm of Wilson, Elser, Moskowitz, Edelman & Dicker LLP; the Court having
5 reviewed the papers and pleadings on file herein, having heard arguments of the parties, and for
6 good cause shown;

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, APCO's Motion for
8 NRCP 54(b) Certification is GRANTED;

9 IT IS FURTHER ORDERED that because no just reason for delay exists, this Court
10 enters an express direction for the entry of judgment as to the Findings of Fact, Conclusions of
11 Law, and Order Granting Zitting Brother Construction, Inc.'s Motion for Partial Summary
12 Judgment, which is hereby certified as final under NRCP 54(b);

13 IT IS FURTHER ORDERED that because no just reason for delay exists, this Court
14 enters an express direction for the entry of judgment as to the Order Denying APCO's Motion
15 for Reconsideration of Court's Order Granting Zitting Brother Construction, Inc.'s Partial
16 Motion for Summary Judgment, which is hereby certified as final under NRCP 54(b);

17 IT IS FURTHER ORDERED that because no just reason for delay exists, this Court
18 enters an express direction for the entry of judgment as to Order Determining Amount of Zitting
19 Brothers Construction, Inc.'s Attorney's Fees, Costs, and Prejudgment Interest, which is hereby
20 certified as final under NRCP 54(b);

21 IT IS FURTHER ORDERED that because no just reason for delay exists, this Court
22 enters an express direction for the entry the Judgment in Favor of Zitting Brothers Construction,
23 Inc., which is hereby is certified as final under NRCP 54(b);

24 IT IS FURTHER ORDERED that APCO's Motion for Stay Pending Appeal is also
25 GRANTED;

1 IT IS FURTHER ORDERED that APCO shall have thirty days from notice of entry of
2 this order to post a bond for the full amount of the Judgment in favor of Zitting Brothers
3 Construction, Inc., \$1,516,723.46, in order to stay these proceedings pending appeal.

4 **ORDER**

5 IT IS SO ORDERED.

6 Dated this 28th day of July, 2018

7
8 
9 DISTRICT COURT JUDGE

10 Respectfully submitted by:

11 MARQUIS AURBACH COFFING

12 By 

13 Jack Chen Min Juan, Esq.
14 Nevada Bar No. 6367
15 Cody S. Mounteer, Esq.
16 Nevada Bar No. 11220
17 Tom W. Stewart, Esq.
18 Nevada Bar No. 14280
19 10001 Park Run Drive
20 Las Vegas, Nevada 89145
21 Attorneys for APCO Construction
22
23
24
25
26
27
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DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

Apco Construction, Plaintiff(s)

vs.

Gemstone Development West Inc, Defendant(s)

§
§
§
§
§
§
§

Location: **Department 13**
Judicial Officer: **Denton, Mark R.**
Filed on: **09/09/2008**
Case Number History:
Cross-Reference Case **A571228**
Number:
Supreme Court No.: **75197**
76276

CASE INFORMATION

Related Cases

08A574391 (Consolidated)
08A574792 (Consolidated)
08A577623 (Consolidated)
09A580889 (Consolidated)
09A583289 (Consolidated)
09A584730 (Consolidated)
09A587168 (Consolidated)
A-09-589195-C (Consolidated)
A-09-589677-C (Consolidated)
A-09-590319-C (Consolidated)
A-09-592826-C (Consolidated)
A-09-596924-C (Consolidated)
A-09-597089-C (Consolidated)
A-09-606730-C (Consolidated)
A-10-608717-C (Consolidated)
A-10-608718-C (Consolidated)

Case Type: **Business Court**
Case Flags: **Consolidated - Lead Case**
Electronic Filing Case
01/28/10 Case Management Order
Discovery heard by Department
Appealed to Supreme Court
Business Court
Special Master Appointed
Automatically Exempt from Arbitration

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	08A571228
Court	Department 13
Date Assigned	03/14/2016
Judicial Officer	Denton, Mark R.

PARTY INFORMATION

Plaintiff	Apco Construction	Juan, Jack Chen Min <i>Retained</i> 7023820711(W)
Defendant	Commonwealth Land Title Insurance Co	
	Edelstein, Alexander Removed: 12/23/2011 Dismissed	Merrill, David J <i>Retained</i> 702-566-1935(W)
	First American Title Insurance Co	
	Gemstone Development West Inc	
	Nevada Construction Services Removed: 02/12/2010 Dismissed	Aurbach, Phillip S. <i>Retained</i> 7029422155(W)
	Scott Financial Corporation	Meier, Glenn F <i>Retained</i> 702-791-0308(W)

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

Scott, Bradley J

Jones, Jon Randall
Retained
7023856000(W)

Consolidated Case Party **HD Supply Waterworks LP**
Removed: 08/10/2009
Inactive

Conversion Extended Connection Type **No Convert Value @ 08A571228**
Removed: 04/24/2009
Converted From Blackstone

Counter Claimant **APCO Construction**

Rutar Mullins, Gwen
Retained
702-257-1483(W)

Asphalt Products Corporation

Cactus Rose Construction

Boswell, Jefferson W., ESQ
Retained
702-990-7272(W)

Camco Pacific Construction Co Inc

Morris, Steven L.
Retained
702-938-2244(W)

Camco Pacific Construction Co Inc
Removed: 12/10/2009
Data Entry Error

Morris, Steven L.
Retained
702-938-2244(W)

Camco Pacific Construction Co Inc

Morris, Steven L.
Retained
702-938-2244(W)

Camco Pacific Construction Co Inc
Removed: 06/14/2010
Data Entry Error

Morris, Steven L.
Retained
702-938-2244(W)

Camco Pacific Construction Company Inc

Parry, Zachariah
Retained
702-879-9555(W)

Camco Pacific Construction Company Inc

Morris, Steven L.
Retained
702-938-2244(W)

Camco Pacific Construction Inc
Removed: 12/09/2009
Data Entry Error

Morris, Steven L.
Retained
702-938-2244(W)

Camco Pacific Construction Inc
Removed: 12/09/2009
Data Entry Error

Morris, Steven L.
Retained
702-938-2244(W)

Club Vista Financial Sevices LLC

Ferrario, Mark E., ESQ
Retained
702-792-3773(W)

Gemstone Development West Inc

Insulpro Projects Inc

Dobberstein, Eric
Retained
702-806-6561(W)

Tharaldson Motels II Inc

Muckleroy, Martin A.
Retained
702-907-0097(W)

Tharaldson, Gary D

Muckleroy, Martin A.

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

**Counter
Defendant**

Accuracy Glass & Mirror Company Inc

Retained
702-907-0097(W)

Wayment, Dallin T.
Retained
7029907272(W)

Ahern Rentals Inc

Clifford, D. Shane, ESQ
Retained
435-613-1010(W)

APCO Construction
Removed: 12/09/2009
Data Entry Error

Rutar Mullins, Gwen
Retained
702-257-1483(W)

APCO Construction

Rutar Mullins, Gwen
Retained
702-257-1483(W)

Arch Aluminum and Glass Co

Albregts, Jeffrey R.
Retained
702-483-5026(W)

Atlas Construction Supply Inc

Bank of Oklahoma NA

Bruin Painting Corporation

Wayment, Dallin T.
Retained
7029907272(W)

Buchele Inc

Wayment, Dallin T.
Retained
7029907272(W)

Cabinetec Inc
Removed: 12/09/2009
Data Entry Error

Cabinetec Inc

Camco Pacific Construction Co Inc

Morris, Steven L.
Retained
702-938-2244(W)

Camco Pacific Construction Inc

Morris, Steven L.
Retained
702-938-2244(W)

Cellcrete Fireproofing of Nevada Inc

Reade, Robert C.
Retained
702-794-4411(W)

Concrete Visions Inc

Creative Home Theatre LLC

Dave Peterson Framing Inc

Dixon, Stephen M.
Retained
702-329-4911(W)

E & E Fire Protection LLC

Dixon, Stephen M.
Retained
702-329-4911(W)

Executive Plastering Inc

EZA P.C.

Williams, Donald H
Retained

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	7023207755(W)
Fast Glass Inc	Gebhart, Michael T. <i>Retained</i> 702-324-8341(W)
Fast Glass Inc	Gebhart, Michael T. <i>Retained</i> 702-324-8341(W)
Ferguson Fire and Fabrication Inc	Rycraft Jr., Dale B. <i>Retained</i> 702-796-5555(W)
Gemstone Development West Inc	
Gerdau Reinforcing Steel Removed: 05/25/2018 Dismissed	Urga, William R. <i>Retained</i> 7026997500(W)
Granite Construction Company	Johnson, David R. <i>Retained</i> 702-789-3100(W)
Harsco Corporation	
HD Supply Waterworks LP	Wayment, Dallin T. <i>Retained</i> 7029907272(W)
Heinaman Contract Glazing	Wayment, Dallin T. <i>Retained</i> 7029907272(W)
Helix Electric of Nevada LLC	Wayment, Dallin T. <i>Retained</i> 7029907272(W)
Hydropressure Cleaning Inc	
Inquipco	Lloyd-Robinson, Jennifer R. <i>Retained</i> 702-257-1483(W)
Insulpro Projects Inc	Dobberstein, Eric <i>Retained</i> 702-806-6561(W)
Interstate Plumbing & Air Conditioning	
John Deere Landscape Inc	
Las Vegas Pipeline LLC	Pro Se
Masonry Group Nevada Inc	Pintar, Becky <i>Retained</i> 702-685-5255(W)
Nevada Construction Services	Vlasic, Charles <i>Retained</i> 702-551-1178(W)
Nevada Prefab Engineers	Fisher, Mindy C. <i>Retained</i> 7026997500(W)
Nevada Prefab Engineers Inc	Craft, Christopher <i>Retained</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

	702-869-8801(W)
Noord Sheet Metal Company	Truman, T. James <i>Retained</i> 702-256-0156(W)
Noorda Sheet Metal Company	Dixon, Stephen M. <i>Retained</i> 702-329-4911(W)
Northstar Concrete Inc	
Northstar Concrete Inc	
Northstar Concrete Inc Removed: 12/09/2009 Data Entry Error	
Pape Materials Handling	Craft, Christopher <i>Retained</i> 702-869-8801(W)
Patent Construction Systems	Williams, Donald H <i>Retained</i> 7023207755(W)
Professional Door and Mill Works LLC	Dixon, Stephen M. <i>Retained</i> 702-329-4911(W)
Professional Doors And Millworks LLC	
Ready Mix Inc	Berman, Brian Keith <i>Retained</i> 7023820702(W)
Renaissance Pools & Spas Inc	Scow, Steven B. <i>Retained</i> 702-318-5040(W)
Republic Crane Service LLC	
Scott Financial Corporation	Meier, Glenn F <i>Retained</i> 702-791-0308(W)
Scott, Bradley J	Carter, Matthew S. <i>Retained</i> 7023856000(W)
Selectbuild Nevada Inc	Schumacher, Robert E. <i>Retained</i> 702-577-9300(W)
Selectbuild Nevada Inc Removed: 06/14/2010 Data Entry Error	Schumacher, Robert E. <i>Retained</i> 702-577-9300(W)
Selectbuild Nevada Inc Removed: 12/09/2009 Data Entry Error	Walters, Brian K. <i>Retained</i> 7022571997(W)
Steel Structures Inc	Craft, Christopher <i>Retained</i> 702-869-8801(W)
Supply Network Inc	Varricchio, Philip T. <i>Retained</i> 702-724-8300(W)

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

The Pressure Grout Company

Tri City Drywall Inc

Lloyd-Robinson, Jennifer R.
Retained
702-257-1483(W)

Uintah Investments LLC
Removed: 08/01/2017
Inactive

WRG Design Inc

Wayment, Dallin T.
Retained
7029907272(W)

Zitting Brothers Construction Inc

Cawley, Reuben
Retained
702-727-1400(W)

Cross Claimant APCO Construction

Rutar Mullins, Gwen
Retained
702-257-1483(W)

Cross Defendant Gemstone Development West Inc

Doing Business As Apco Construction

Helix Electric

Boswell, Jefferson W., ESQ
Retained
702-990-7272(W)

Oz Architecture of Nevada Inc

Williams, Donald H
Retained
7023207755(W)

Oz Architecture Of Nevada Inc
Removed: 12/09/2009
Data Entry Error

Williams, Donald H
Retained
7023207755(W)

Pape Rents

Craft, Christopher
Retained
702-869-8801(W)

Pape Rents

Urga, William R.
Retained
7026997500(W)

Pape Rents
Removed: 05/29/2009
Inactive

Power Plus!

Viking Supplynet

Interpleader Hydropressure Cleaning Inc

Rutar Mullins, Gwen
Retained
702-257-1483(W)

Intervenor Cell Crete Fireproofing Of NV Inc

Reade, Robert C.
Retained
702-794-4411(W)

Custom Select Billing Inc

Rutar Mullins, Gwen
Retained
702-257-1483(W)

Dave Peterson Framing Inc

E & E Fire Protectiong LLC

Truman, T. James

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CASE SUMMARY
CASE NO. 08A571228

		<i>Retained</i> 702-256-0156(W)
EZA P C		Williams, Donald H <i>Retained</i> 7023207755(W)
Granite Construction Company		Johnson, David R. <i>Retained</i> 702-789-3100(W)
Insulpro Projects Inc		Dobberstein, Eric <i>Retained</i> 702-806-6561(W)
National Wood Products, Inc.'s		Tobler, Richard L <i>Retained</i> 702-256-6000(W)
Nevada Prefab Engineers Inc Removed: 05/25/2018 Dismissed		Little, Martin A. <i>Retained</i> 7026997500(W)
Nevada Prefab Engineers Inc Removed: 12/09/2009 Data Entry Error		Little, Martin A. <i>Retained</i> 7026997500(W)
Noord Sheet Metal Company		Truman, T. James <i>Retained</i> 702-256-0156(W)
Patent Construction Systems		Williams, Donald H <i>Retained</i> 7023207755(W)
Pressure Grout Co		Truman, T. James <i>Retained</i> 702-256-0156(W)
Professional Doors & Millworks LLC		Truman, T. James <i>Retained</i> 702-256-0156(W)
Steel Structures Inc Removed: 12/09/2009 Data Entry Error		Little, Martin A. <i>Retained</i> 7026997500(W)
Steel Structures Inc Removed: 05/25/2018 Dismissed		Little, Martin A. <i>Retained</i> 7026997500(W)
Tri-City Drywall Inc		Lloyd-Robinson, Jennifer R. <i>Retained</i> 702-257-1483(W)
Intervenor	Accuracy Glas & Mirror Company Inc Removed: 01/11/2010 Dismissed	
Defendant	Accuracy Glass and Mirror Company Inc Removed: 04/29/2010 Dismissed	
	APCO Construction Removed: 11/05/2012 Dismissed	Rutar Mullins, Gwen <i>Retained</i> 702-257-1483(W)
	APCO Construction Removed: 12/09/2009	Rutar Mullins, Gwen <i>Retained</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

Data Entry Error	702-257-1483(W)
APCO Construction Removed: 12/09/2009 Data Entry Error	Rutar Mullins, Gwen <i>Retained</i> 702-257-1483(W)
APCO Construction Removed: 12/09/2009 Data Entry Error	Rutar Mullins, Gwen <i>Retained</i> 702-257-1483(W)
APCO Construction Removed: 12/09/2009 Data Entry Error	Rutar Mullins, Gwen <i>Retained</i> 702-257-1483(W)
APCO Construction Removed: 12/09/2009 Data Entry Error	Rutar Mullins, Gwen <i>Retained</i> 702-257-1483(W)
APCO Construction Removed: 11/05/2012 Dismissed	
Camco Pacific Construction Co Inc	Morris, Steven L. <i>Retained</i> 702-938-2244(W)
Camco Pacific Construction Co Inc	Morris, Steven L. <i>Retained</i> 702-938-2244(W)
Camco Pacific Construction Co Inc Removed: 12/09/2009 Data Entry Error	Morris, Steven L. <i>Retained</i> 702-938-2244(W)
Camco Pacific Construction Co Inc Removed: 12/10/2009 Data Entry Error	Morris, Steven L. <i>Retained</i> 702-938-2244(W)
Camco Pacific Construction Co Inc Removed: 12/09/2009 Data Entry Error	Morris, Steven L. <i>Retained</i> 702-938-2244(W)
Camco Pacific Construction Co Inc Removed: 12/09/2009 Data Entry Error	Blake, David <i>Retained</i> 702-476-5900(W)
Club Vista Financial Services LLC	Muckleroy, Martin A. <i>Retained</i> 702-907-0097(W)
Club Vista Financial Services LLC	Muckleroy, Martin A. <i>Retained</i> 702-907-0097(W)
Commonwealth Land Title Ins Co	
Commonwealth Land Title Ins Co	
Commonwealth Land Title Ins Co Removed: 12/09/2009 Data Entry Error	
Concrete Visions Inc	
E & E Fire Protection LLC	Dixon, Stephen M. <i>Retained</i> 702-329-4911(W)
Edelstein, Alex	Smith, P. Kyle

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

Removed: 05/04/2010
Judgment Against

Retained
702-385-6000(W)

Edelstein, Alex
Removed: 03/07/2012
Dismissed

Smith, P. Kyle
Retained
702-385-6000(W)

Employers Mutual Casualty Co
Removed: 01/11/2010
Dismissed

Employers Mutual Casualty Company
Removed: 04/29/2010
Dismissed

Fidelity & Deposit Co Of Maryland
Removed: 12/09/2009
Data Entry Error

Morris, Steven L.
Retained
702-938-2244(W)

Fidelity & Deposit Company Of Maryland

Faux, Kurt C.
Retained
7024585790(W)

Fidelity & Deposit Company Of Maryland
Removed: 12/09/2009
Data Entry Error

Fidelity and Deposit Company of Maryland
Removed: 07/18/2018
Dismissed

Faux, Kurt C.
Retained
7024585790(W)

First American Title Insurance Co

First American Title Insurance Co

First American Title Insurance Co
Removed: 12/09/2009
Data Entry Error

Gemstone Development Inc
Removed: 12/09/2009
Dismissed

Gemstone Development West Inc

Gemstone Development West Inc

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

Gilbert, Greg S.
Retained
702-669-4600(W)

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

Gemstone Development West Inc
Removed: 01/11/2010
Dismissed

Gemstone Development West Inc

Gemstone Development West Inc

Gemstone Development West Inc

Gemstone Development West Inc
Removed: 12/09/2009
Data Entry Error

Jeff Heit Plumbing Co LLC

Gregory, Keith E.
Retained
7023823636(W)

Marshall, Kelly

Nevada Construction Services
Removed: 02/12/2010
Dismissed

Aurbach, Phillip S.
Retained
7029422155(W)

Nevada Construction Services

Aurbach, Phillip S.
Retained
7029422155(W)

Nevada Construction Services
Removed: 12/10/2009
Data Entry Error

Old Republic Surety

Gregory, Keith E.
Retained
7023823636(W)

Platte River Insurance Co
Removed: 04/05/2010
Dismissed

Platte River Insurance Company
Removed: 07/15/2009
Dismissed

Scott Financial Corp
Removed: 02/14/2013
Dismissed

Meier, Glenn F
Retained
702-791-0308(W)

Scott Financial Corporation
Removed: 12/09/2009
Data Entry Error

Jones, Mark Merrill
Retained
7023856000(W)

Scott Financial Corporation
Removed: 02/14/2013
Dismissed

Meier, Glenn F
Retained
702-791-0308(W)

Scott Financial Corporation

Meier, Glenn F
Retained

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

		702-791-0308(W)
	Scott Financial Corporation Removed: 02/14/2013 Dismissed	Meier, Glenn F <i>Retained</i> 702-791-0308(W)
	Tharaldson Motels II Inc	Muckleroy, Martin A. <i>Retained</i> 702-907-0097(W)
	Tharaldson Motels II Inc	Muckleroy, Martin A. <i>Retained</i> 702-907-0097(W)
Intervenor Plaintiff	Ahern Rental Inc Removed: 01/24/2013 Dismissed	Clifford, D. Shane, ESQ <i>Retained</i> 435-613-1010(W)
	Arch Aluminum And Glass Co	Albregts, Jeffrey R. <i>Retained</i> 702-483-5026(W)
	Cabinetec Inc	
	Cactus Rose Construction Inc	Wayment, Dallin T. <i>Retained</i> 7029907272(W)
	Camco Pacific Construction Co Inc	Morris, Steven L. <i>Retained</i> 702-938-2244(W)
	Harsco Corporation	
	Inquipco Removed: 01/11/2010 Dismissed	Lloyd-Robinson, Jennifer R. <i>Retained</i> 702-257-1483(W)
	Interstate Plumbing & Air Conditioning Inc	Gebhart, Michael T. <i>Retained</i> 702-324-8341(W)
	Las Vegas Pipeline LLC	
	Northstar Concrete, Inc.	
	Pape Material Handling	Urga, William R. <i>Retained</i> 7026997500(W)
	S R Bray Corp	Peel, Richard L. <i>Retained</i> 7029907272(W)
	Selectbuild Nevada Inc	Schumacher, Robert E. <i>Retained</i> 702-577-9300(W)
	Sunstate Companies Inc	Hayes, Garry L. <i>Retained</i> 702-832-5592(W)
	SWPPP Compliance Solutions LLC	Peel, Richard L. <i>Retained</i> 7029907272(W)
	Tri-City Drywall Inc Removed: 07/15/2009 Data Entry Error	

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

Other	Graybar Electric Company HD Supply Construction Supply LP PCI Group, LLC RLMW Investments LLC The Masonry Group Nevada, Inc. Removed: 12/10/2009 Data Entry Error United Subcontractors Inc Wiss, Janney, Elstner Associates, Inc.	Pintar, Becky <i>Retained</i> 702-685-5255(W) Slighting, Bradley S. <i>Retained</i> 801-323-2203(W) Rutar Mullins, Gwen <i>Retained</i> 702-257-1483(W)
Other Defendant	Camco Pacific Construction Inc Removed: 12/09/2009 Data Entry Error Fidelity & Deposit Company Of Maryland Removed: 12/10/2009 Data Entry Error	Morris, Steven L. <i>Retained</i> 702-938-2244(W) Faux, Kurt C. <i>Retained</i> 7024585790(W)
Other Plaintiff	E & E Fire Protectiong LLC Removed: 12/10/2009 Data Entry Error	Truman, T. James <i>Retained</i> 702-256-0156(W)
Special Master	Hale, Floyd, ESQ	
Third Party Defendant	Camco Pacific Construction Co Inc Camco Pacific Construction Co Inc Removed: 07/05/2017 Dismissed Camco Pacific Construction Co Inc Removed: 12/10/2009 Data Entry Error Camco Pacific Construction Co Inc Removed: 12/10/2009 Data Entry Error Camco Pacific Construction Company Inc Removed: 12/10/2009 Data Entry Error Fidelity & Deposit Co Of Maryland Fidelity & Deposit Co Of Maryland Fidelity & Deposit Co Of Maryland Removed: 09/09/2008 Data Entry Error Fidelity And Deposit Co Of Maryland Removed: 12/10/2009 Data Entry Error	Morris, Steven L. <i>Retained</i> 702-938-2244(W) Morris, Steven L. <i>Retained</i> 702-938-2244(W) Morris, Steven L. <i>Retained</i> 702-938-2244(W) Faux, Kurt C. <i>Retained</i> 7024585790(W) Faux, Kurt C. <i>Retained</i> 7024585790(W)

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Fidelity And Deposit Co Of Maryland
Removed: 12/10/2009
Data Entry Error

**Third Party
Plaintiff**

Dave Peterson Framing Inc

E & E Fire Protection LLC

Insulpro Projects Inc

Noorda Sheet Metal Company

Professional Doors & Millworks LLC

Truman, T. James
Retained
702-256-0156(W)











Dobberstein, Eric
Retained
702-806-6561(W)

Truman, T. James
Retained
702-256-0156(W)

Truman, T. James
Retained
702-256-0156(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
02/24/2008	 Acceptance of Service Filed By: Intervenor Plaintiff Ahern Rental Inc <i>ACCEPTANCE OF SERVICE</i>	08A5712280051.tif pages
09/09/2008	 Complaint <i>COMPLAINT FILED Fee \$148.00</i>	08A5712280001.tif pages
09/09/2008	 Initial Appearance Fee Disclosure Filed By: Plaintiff Apco Construction <i>INITIAL APPEARANCE FEE DISCLOSURE NRS CHAPTER 19</i>	08A5712280004.tif pages
09/12/2008	 Peremptory Challenge <i>PEREMPTORY CHALLENGE Williams CASE REASSIGNED TO Leavitt</i>	08A5712280002.tif pages
09/12/2008	 Notice of Department Reassignment <i>NOTICE OF DEPARTMENT REASSIGNMENT ??????003146FC 003146??????</i>	08A5712280003.tif pages
12/08/2008	 Amended Complaint Filed By: Plaintiff Apco Construction <i>FIRST AMENDED COMPLAINT</i>	08A5712280006.tif pages
12/09/2008	 Lis Pendens Filed By: Plaintiff Apco Construction <i>NOTICE OF LIS PENDENS</i>	08A5712280007.tif pages
12/09/2008	 Notice Filed By: Plaintiff Apco Construction <i>NOTICE OF FORECLOSURE OF CLAIMS OF LIEN</i>	08A5712280008.tif pages
12/12/2008	 Certificate of Mailing Filed By: Plaintiff Apco Construction <i>CERTIFICATE OF MAILING</i>	08A5712280010.tif pages
12/17/2008	 Summons	08A5712280012.tif pages













DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

	Filed by: Plaintiff Apco Construction <i>SUMMONS - FIRST AMERICAN TITLE INSURANCE COMPANY</i>	
12/17/2008	 Summons Filed by: Plaintiff Apco Construction <i>SUMMONS - NEVADA CONSTRUCTION SERVICES</i>	<i>08A5712280013.tif pages</i>
12/17/2008	 Summons Filed by: Plaintiff Apco Construction <i>SUMMONS - GEMSTONE DEVELOPMENT WEST INC</i>	<i>08A5712280014.tif pages</i>
12/17/2008	 Summons Filed by: Plaintiff Apco Construction <i>SUMMONS - COMMONWEALTH LAND TITLE INSURANCE CO</i>	<i>08A5712280016.tif pages</i>
12/26/2008	 Affidavit of Publication Filed By: Plaintiff Apco Construction <i>AFFIDAVIT OF PUBLICATION</i>	<i>08A5712280017.tif pages</i>
01/05/2009	 Appearance Filed By: Intervenor Plaintiff Harsco Corporation <i>HARSCO CORPORATION'S STATEMETN OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	<i>08A5712280005.tif pages</i>
01/05/2009	 Notice Filed By: Intervenor Plaintiff Harsco Corporation <i>NOTICE OF LIS PENDENS</i>	<i>08A5712280020.tif pages</i>
01/05/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff Harsco Corporation <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	<i>08A5712280021.tif pages</i>
01/05/2009	 Notice Filed By: Intervenor Plaintiff Harsco Corporation <i>NOTICE OF FORECLOSURE OF LIEN</i>	<i>08A5712280022.tif pages</i>
01/12/2009	 Answer Filed By: Defendant Nevada Construction Services <i>ANSWER TO PLATNIFFS AMENDED COMPLAINT</i>	<i>08A5712280009.tif pages</i>
01/12/2009	 Initial Appearance Fee Disclosure Filed By: Defendant Nevada Construction Services <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	<i>08A5712280023.tif pages</i>
01/15/2009	Appearance Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>ARCH ALUMINUM AND GLASS CO'S STATEMENT OF FACTS CONSTITUTING ITS MECHANIC'S LIEN CLAIM</i>	<i>08A5712280011.tif pages</i>
01/15/2009	Answer Filed By: Intervenor Defendant Gemstone Development West Inc <i>GEMSTONE DEVELOPMENT WEST INCS ANSWER TO COMPLAINT AND COUNTER CLAIMS</i>	<i>08A5712280024.tif pages</i>
01/15/2009	Initial Appearance Fee Disclosure <i>GEMSTONE DEVELOPMENT WEST INCS INITIAL APPEARANCE FEE</i>	<i>08A5712280025.tif pages</i>














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01/15/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	<i>08A5712280027.tif pages</i>
01/15/2009	 Summons Filed by: Plaintiff Apco Construction <i>SUMMONS- GEMSTONE DEVE WEST INC</i>	<i>08A5712280028.tif pages</i>
01/16/2009	 Answer Filed By: Defendant Scott Financial Corporation <i>ANSWER TO FIRST AMENDED COMPLAINT</i>	<i>08A5712280015.tif pages</i>
01/16/2009	 Initial Appearance Fee Disclosure Filed By: Defendant Scott Financial Corporation <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	<i>08A5712280029.tif pages</i>
01/16/2009	 Answer to Amended Complaint Filed By: Defendant Scott Financial Corporation <i>ANSWER TO FIRST AMENDED COMPLAINT</i>	<i>08A5712280030.tif pages</i>
01/22/2009	 Summons Filed by: Plaintiff Apco Construction <i>SUMMONS - COMMONWEALTH LAND TITLE INS CO</i>	<i>08A5712280031.tif pages</i>
01/22/2009	 Summons Filed by: Plaintiff Apco Construction <i>SUMMONS - FIRST AMERICAN TITLE INS CO</i>	<i>08A5712280032.tif pages</i>
01/22/2009	 Summons Filed by: Plaintiff Apco Construction <i>SUMMONS - PLATTER RIVER INSURANCE COMPANY</i>	<i>08A5712280033.tif pages</i>
01/23/2009	 Affidavit of Publication Filed By: Plaintiff Apco Construction <i>AFFIDAVIT OF PUBLICATION</i>	<i>08A5712280034.tif pages</i>
01/28/2009	 Appearance Filed By: Intervenor Steel Structures Inc <i>STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION - Steel Structures and NV Prefab Engineers Inc</i>	
01/28/2009	Appearance <i>STATEMENT OF FACTS CONSTITUTING A LIEN AND COMPLAINTI IN INTERLEADER</i>	<i>08A5712280019.tif pages</i>
01/28/2009	 Answer Filed By: Defendant Scott Financial Corporation <i>ANSWER TO STATEMENT OF FACTS CONSTITUTING LIEN OF ARCH ALUMINUM AND GLASS CO</i>	<i>08A5712280035.tif pages</i>
01/28/2009	 Initial Appearance Fee Disclosure <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	<i>08A5712280036.tif pages</i>
		<i>08A5712280038.tif pages</i>

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CASE NO. 08A571228











02/04/2009	 Reply to Counterclaim Filed by: Counter Defendant APCO Construction <i>APCO CONSTRUCTIONS REPLY TO GEMSTONES COUNTERCLAIM</i>	
02/04/2009	 Summons Filed by: Intervenor Plaintiff Harsco Corporation <i>SUMMONS- CONCRETE VISIONS INC</i>	08A5712280039.tif pages
02/04/2009	 Acceptance of Service Filed By: Intervenor Steel Structures Inc <i>ACCEPTANCE OF SERVICE</i>	08A5712280040.tif pages
02/06/2009	 Appearance Filed By: Intervenor Plaintiff Cabinetec Inc <i>CABINETEC INC'S STATEMENT OF FACTS CONSTITUTING LIEND CLIAM AND COMPLAINT IN INTERVENTION</i>	08A5712280026.tif pages
02/06/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff Cabinetec Inc <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	08A5712280041.tif pages
02/12/2009	 Certificate of Mailing Filed By: Intervenor Plaintiff Cabinetec Inc <i>CERTIFICATE OF SERVICE</i>	08A5712280043.tif pages
02/13/2009	 Statement Filed by: Intervenor Steel Structures Inc <i>AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	08A5712280044.tif pages
02/19/2009	Appearance Filed By: Intervenor Plaintiff Ahern Rental Inc <i>AHERN RENTAL INC'S STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	08A5712280037.tif pages
02/19/2009	 Notice Filed By: Intervenor Plaintiff Ahern Rental Inc <i>NOTICE TO LIEN CLAIMANTS TO FILE AND SERVE STATEMENTS OF FACTS CONSTITUTING THEIR LIENS</i>	08A5712280045.tif pages
02/19/2009	 Lis Pendens Filed By: Intervenor Plaintiff Ahern Rental Inc <i>LIS PENDENS</i>	08A5712280046.tif pages
02/19/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff Ahern Rental Inc <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	08A5712280047.tif pages
02/24/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Tri-City Drywall Inc <i>Ahern Rental inc's Statement of Facts Constituting Lien and Complaint in Intervention</i>	
02/24/2009	 Summons Filed by: Plaintiff Apco Construction <i>SUMMONS - CAMCO PACIFIC CONSTRUCTION CO INC</i>	08A5712280048.tif pages

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02/24/2009	 Lis Pendens Filed By: Intervenor Tri-City Drywall Inc <i>LIS PENDENS</i>	08A5712280049.tif pages
02/24/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Tri-City Drywall Inc <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	08A5712280050.tif pages
02/24/2009	 Statement Filed by: Intervenor Tri-City Drywall Inc <i>STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION Tri City Drywall</i>	
02/26/2009	 Lis Pendens Filed By: Third Party Plaintiff Noorda Sheet Metal Company <i>NOTICE OF PENDENCY OF ACTION</i>	08A5712280053.tif pages
02/26/2009	 Statement Filed by: Third Party Plaintiff Noorda Sheet Metal Company <i>NOORDA SHEET METAL COMPANYS STATEMENT OF FACTS CONSTITUTING LIEN CLAIM COMPLAINT AND THIRD PARTY COMPLAINT</i>	08A5712280054.tif pages
02/26/2009	 Initial Appearance Fee Disclosure Filed By: Third Party Plaintiff Noorda Sheet Metal Company <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	08A5712280055.tif pages
03/03/2009	 Default Filed By: Intervenor Defendant Platte River Insurance Company <i>DEFAULT</i>	08A5712280056.tif pages
03/03/2009	 Default Filed By: Plaintiff Apco Construction <i>DEFAULT</i>	08A5712280057.tif pages
03/03/2009	 Default Filed By: Plaintiff Apco Construction <i>DEFAULT</i>	08A5712280058.tif pages
03/03/2009	 Acceptance of Service Filed By: Intervenor Plaintiff Ahern Rental Inc <i>ACCEPTANCE OF SERVICE - APCO CONSTRUCITON</i>	08A5712280059.tif pages
03/05/2009	 Certificate Filed By: Intervenor Plaintiff Ahern Rental Inc <i>CERTIFICATE OF SERVICE OF EMPLOYERS MUTUAL CASUALTY COMPANY</i>	08A5712280070.tif pages
03/05/2009	 Certificate Filed By: Intervenor Plaintiff Ahern Rental Inc <i>CERTIFICATE OF SERVICE OF COMMONSWEALTH LAND TITLE INSURANCE COMPANY</i>	08A5712280078.tif pages
03/09/2009	 Stipulation and Order Filed by: Intervenor Steel Structures Inc	08A5712280061.tif pages









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STIPULATION AND ORDER RE FILING AND SERVICE OF STEEL STRUCTURE INC AND NEVADA PREFAB ENGINEERS INCS COMPLAINT IN INTERVENTION

03/09/2009	 Stipulation and Order Filed by: Intervenor Plaintiff Cabinetec Inc <i>STIPULATION AND ORDER RE FILING AND SERVICE OF CABINETECS COMPLAINT IN INTERVENTION</i>	<i>08A5712280065.tif pages</i>
03/10/2009	 Statement Filed by: Intervenor Defendant Gemstone Development West Inc <i>GEMSTONE DEVELOPMENT WEST INCS ANSWER TO CABINETEX INCS STATEMENT OF FACTS CONSTITUTING LIEN CLAIM AND COMPLAINT INTERVENTION</i>	<i>08A5712280068.tif pages</i>
03/10/2009	 Statement Filed by: Intervenor Defendant Gemstone Development West Inc <i>GEMSTONE DEVELOPMENT WEST INCS ANSWER TO STEEL STRUCTURES INC AND NEVADA PREBABENGINEERS INCS AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	<i>08A5712280069.tif pages</i>
03/11/2009	 Certificate of Mailing Filed By: Intervenor Plaintiff Ahern Rental Inc <i>CERTIFICATE OF MAILING OF SERVICE OF FIRST AMERICAN TITILE INSURANCE COMPANY</i>	<i>08A5712280066.tif pages</i>
03/11/2009	 Affidavit of Publication Filed By: Plaintiff Apco Construction <i>AFFIDAVIT OF PUBLICATION</i>	<i>08A5712280067.tif pages</i>
03/12/2009	Appearance Filed By: Intervenor Cell Crete Fireproofing Of NV Inc <i>CELL CRETE FIREPROOFING OF NEVADA INC'S STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	<i>08A5712280060.tif pages</i>
03/12/2009	 Notice of Entry of Order Filed By: Intervenor Steel Structures Inc <i>NOTICE OF ENTRY OF STIPULATION AND ORDER REGARDING FILING AND SERVICE OF STEEL STRUCTURES INC AND NEVADA PREFAB ENGINEERS INCS COMPLAINT IN INTERVENTION</i>	<i>08A5712280071.tif pages</i>
03/12/2009	 Acceptance of Service Filed By: Counter Defendant Noord Sheet Metal Company <i>ACCEPTANCE OF SERVICE</i>	<i>08A5712280072.tif pages</i>
03/12/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Cell Crete Fireproofing Of NV Inc <i>CELL CRETE FIREPROOFING OF NEVADA INCS INITIAL APPEARANCE FEE DISCLOSURE</i>	<i>08A5712280073.tif pages</i>
03/12/2009	 Answer Filed By: Plaintiff Apco Construction <i>APCO CONSTRUCTIONS ANSWER TO STEEL STRUCTURES INC AND NEVADA PREFABENGINEERS INCS AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION AND CROSS CLAIM</i>	<i>08A5712280079.tif pages</i>
03/12/2009	 Amended Filed By: Counter Defendant Noord Sheet Metal Company	<i>08A5712280081.tif pages</i>














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AMENDED SUMMONS CIVIL

03/12/2009	 Statement Filed by: Intervenor Cell Crete Fireproofing Of NV Inc <i>CELL CRETE FIREPROOFING OF NEVADA INCS STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	<i>08A5712280082.tif pages</i>
03/16/2009	Appearance <i>APPEARANCE</i>	<i>08A5712280062.tif pages</i>
03/16/2009	 Peremptory Challenge <i>PEREMPTORY CHALLENGE Leavitt CASE REASSIGNED TO Walsh</i>	<i>08A5712280063.tif pages</i>
03/16/2009	 Notice of Department Reassignment <i>NOTICE OF DEPARTMENT REASSIGNMENT 005949003605006310003146FC</i>	<i>08A5712280064.tif pages</i>
03/16/2009	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>CAMCO PACIFIC CONSTRUCTION COMPANY INCS INITIAL APPEARANCE FEE DISCLOSURE NRS CHAPTER 19</i>	<i>08A5712280074.tif pages</i>
03/16/2009	 Amended Filed By: Counter Defendant Noord Sheet Metal Company <i>AMENDED THIRD PARTY SUMMONS CIVIL</i>	<i>08A5712280075.tif pages</i>
03/16/2009	 Answer Filed By: Plaintiff Apco Construction <i>APCO CONSTRUCTIONS ANSWER TO CABINET INCS STATEMENT OF FACTS CONSTITUTING LIEN CLAIM AND COMPLAINT IN INTERVENTION</i>	<i>08A5712280080.tif pages</i>
03/17/2009	 Statement Filed by: Intervenor Defendant Gemstone Development West Inc <i>GEMSTONE DEVELOPMENT WESET INCS ANSWER TO AHERN RENTAL INCS STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	<i>08A5712280076.tif pages</i>
03/17/2009	 Stipulation and Order Filed by: Intervenor Defendant Scott Financial Corporation <i>STIPULATION AND ORDER</i>	<i>08A5712280077.tif pages</i>
03/17/2009	 Stipulation and Order Filed by: Intervenor Plaintiff Ahern Rental Inc <i>STIPULATION AND ORDER ALLOWING AHERN RENTALS INC TO INTERVENE PURSUANT TO NRCP 24</i>	<i>08A5712280088.tif pages</i>
03/18/2009	 Certificate Filed By: Intervenor Defendant Gemstone Development West Inc <i>AMENDED CERTIFICATE OF SERVICE OF GEMSTONE DEVELOPMENT WEST INCS ANSWER TO CABINETEC INCS STATEMENT OF FACTS CONSTITUTING LIEU CLAIM AND COMPLAINT IN INTERVENTION</i>	<i>08A5712280083.tif pages</i>
03/18/2009	 Certificate Filed By: Intervenor Defendant Gemstone Development West Inc <i>AMENDED CERTIFICATE OF SERVICE OF GEMSTONE DEVELOPMENT WESTS INCS ANSWER TO STEEL STRUCTURES INC AND NEVADA PREFAB ENGINEERS INCS AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT</i>	<i>08A5712280087.tif pages</i>

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IN INTERVENTION

03/18/2009	 Certificate of Mailing Filed By: Intervenor Tri-City Drywall Inc <i>CERTIFICATE OF MAILING OF STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	08A5712280089.tif pages
03/18/2009	 Disclaimer of Interest Filed By: Defendant Commonwealth Land Title Insurance Co <i>COMMONWEALTH LAND TITLE INSURANCE COMPANY'S DISCLAIMER OF INTEREST</i>	08A5712280091.tif pages
03/19/2009	 Notice of Entry of Order Filed By: Intervenor Plaintiff Ahern Rental Inc <i>NOTICE OF ENTRY OF ORDER</i>	08A5712280090.tif pages
03/20/2009	 Stipulation and Order <i>STIPULATION AND ORDER RE FILING AND SERVICE OF STEEL STRUCTURES INC AND NEVADA PREFAB ENGINEERS INCS SECOND AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	08A5712280092.tif pages
03/20/2009	 Answer Filed By: Intervenor Defendant Gemstone Development West Inc <i>GEMSTONE DEVELOPMENT WEST INCS ANSWER TO NOORDA SHEET METAL COMPANYS AMENDED STATEMENT OF FACTS CONSTITUTING LIEN CLAIM COMPLAINT AND THIRD PARTY COMPLAINT</i>	08A5712280093.tif pages
03/20/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Steel Structures Inc <i>SECOND AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION Steel Structures Inc Nevada Prefab Engineers Inc</i>	
03/23/2009	 Motion <i>AHERN'S MTN TO AMEND STATEMENT OF FACTS/I</i>	08A5712280084.tif pages
03/24/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Insulpro Projects Inc <i>Insulpro Projects</i>	
03/24/2009	 Certificate of Mailing <i>CERTIFICATE OF MAILING</i>	08A5712280095.tif pages
03/24/2009	 Notice Filed By: Intervenor Insulpro Projects Inc <i>NOTICE OF LIS PENDENS</i>	08A5712280096.tif pages
03/24/2009	 Notice of Entry of Order Filed By: Defendant Scott Financial Corporation <i>NOTICE OF ENTRY OF STIPULATION AND ORDER</i>	08A5712280098.tif pages
03/24/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Insulpro Projects Inc <i>INITIAL APPEARANCE FEE DISCLOSURE NRS CHAPTER 19</i>	08A5712280099.tif pages
03/25/2009	 Amended	08A5712280097.tif pages

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	Filed By: Intervenor Plaintiff Harsco Corporation <i>HARSCO CORPORATIONS AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	
03/27/2009	 Appearance Filed By: Intervenor E & E Fire Protectiong LLC <i>E & E FIRE PROTECTION LLC 'S STATEMENT OF FACTS CONSTITUTING LIEN CLAIM COMPALINT AND THIRD PARTY COMPLAINT</i>	08A5712280100.tif pages
03/27/2009	 Appearance Filed By: Intervenor Dave Peterson Framing Inc <i>DAVE PETERSON FRAMING LLC' S STATEMENT OF FACTS CONSTITUTING LIEN CLAIM COMPLAINT AND THIRD PARTY COMPLAINT</i>	08A5712280101.tif pages
03/27/2009	 Lis Pendens Filed By: Intervenor Dave Peterson Framing Inc <i>NOTICE OF PENDENCY OF ACTION</i>	08A5712280102.tif pages
03/27/2009	 Appearance Filed By: Intervenor Professional Doors & Millworks LLC <i>PROFESSIONAL DOORS & MILLWORKS LLC'S STATEMENT OF FACTS CONSTIUTING LIEN CLAIM COMPLAINT AND THIDR PARTY COMPLAINT</i>	08A5712280103.tif pages
03/27/2009	 Lis Pendens Filed By: Intervenor Professional Doors & Millworks LLC <i>NOTICE OF PENDENCY OF ACTION</i>	08A5712280104.tif pages
03/27/2009	 Initial Appearance Fee Disclosure Filed By: Third Party Plaintiff E & E Fire Protection LLC <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	08A5712280105.tif pages
03/27/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Dave Peterson Framing Inc <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	08A5712280106.tif pages
03/27/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Professional Doors & Millworks LLC <i>INITIAL APPEARANCE FEE DISCLOSURE</i>	08A5712280107.tif pages
03/27/2009	 Notice Filed By: Intervenor Professional Doors & Millworks LLC <i>NOTICE OF PENDENCY OF ACTION</i>	08A5712280108.tif pages
03/27/2009	 Answer Filed By: Intervenor Defendant APCO Construction <i>APCO CONSTRUCTION'S ANSWER TO AHERN RENTAL INC'S STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	08A5712280109.tif pages
03/31/2009	 Amended Answer Filed By: Intervenor Defendant APCO Construction <i>APCO CONSTRUCITONS AMENDED ANSWER TO AHERN RENTAL INC'S STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	08A5712280112.tif pages
04/01/2009	 Acceptance of Service	08A5712280113.tif pages

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	Filed By: Intervenor Dave Peterson Framing Inc <i>ACCEPTANCE OF SERVICE</i>	
04/01/2009	 Acceptance of Service Filed By: Intervenor Dave Peterson Framing Inc <i>ACCEPTANCE OF SERVICE</i>	08A5712280114.tif pages
04/01/2009	 Answer Filed By: Intervenor Defendant APCO Construction <i>APCO CONSTRUCTIONS ANSWER TO STEEL STRUCTURES INC AND NEVADA PREFABENGINEERS INCS SECOND AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	08A5712280115.tif pages
04/01/2009	Certificate Filed By: Intervenor Insulpro Projects Inc <i>CERTIFICATE OF SERVICE</i>	
04/01/2009	 Acceptance of Service Filed By: Intervenor Professional Doors & Millworks LLC <i>ACCEPTANCE OF SERVICE - GEMSTONE DEVELOPMENT WEST INC</i>	08A5712280119.tif pages
04/01/2009	 Acceptance of Service Filed By: Intervenor Plaintiff Harsco Corporation <i>ACCEPTANCE OF SERVICE OF AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENITON - GEMSTONE DEVELOPMENT WEST INC</i>	08A5712280120.tif pages
04/03/2009	Appearance Filed By: Interpleader Hydropressure Cleaning Inc <i>HYDROPRESSURE CLEANING INC'S STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i>	08A5712280111.tif pages
04/03/2009	 Errata Filed By: Intervenor Defendant Nevada Construction Services <i>ERRATUM TO ANSWER TO PLTFS AMENDED COMPLAINT</i>	08A5712280121.tif pages
04/03/2009	 Initial Appearance Fee Disclosure Filed By: Interpleader Hydropressure Cleaning Inc <i>INITIAL APPEARANCE FEE DISCLOSURE NRS CHAPTER 19</i>	08A5712280122.tif pages
04/03/2009	 Statement of Facts Constituting Lien Filed By: Interpleader Hydropressure Cleaning Inc <i>STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION Hydropressure Cleaning Inc</i>	
04/06/2009	Appearance Filed By: Intervenor EZA P C <i>EZA PC DBA OZ ARCHITECTURE OF NEVADA INC'S STATEMENT OF FACTS CONSTITUTING LIEN</i>	08A5712280116.tif pages
04/06/2009	Appearance Filed By: Doing Business As Oz Architecture Of Nevada Inc <i>EZA PC DBA OZ ARCHITECTURE OF NEVADA INC'S STATEMETN OF FACTS CONTITUTING LIEN</i>	08A5712280117.tif pages
04/06/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor EZA P C	08A5712280123.tif pages











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*EZA PC DBA OZ ARCHITECTURE OF NEVADAS INITIAL APPEARANCE FEE
DISCLOSURE NRS CHAPTER 19*

04/06/2009	 Statement Filed by: Intervenor EZA P C <i>EZA PC DBA OZ ARCHITECTURE OF NV INCS STATEMENT OF FACTS CONSTITUTING LIEN</i>	<i>08A5712280126.tif pages</i>
04/06/2009	 Lis Pendens Filed By: Intervenor EZA P C <i>EZA PC DBA OZ ARCHITECTURE OF NEVADAS NOTICE OF LIS PENDENS</i>	<i>08A5712280127.tif pages</i>
04/07/2009	 Third Party Summons Filed by: Third Party Plaintiff Professional Doors & Millworks LLC <i>THIRD PARTY SUMMONS CIVIL VIA US MAIL FIDELITY AND DEPOSIT CO OF MARYLAND</i>	<i>08A5712280124.tif pages</i>
04/07/2009	 Summons Filed by: Plaintiff Apco Construction <i>SUMMONS - FIDELITY & DEPOSIT CO OF MARYLAND</i>	<i>08A5712280128.tif pages</i>
04/07/2009	 Summons Filed by: Intervenor Dave Peterson Framing Inc <i>SUMMONS - CSC SERVICES VIA US MAIL</i>	<i>08A5712280132.tif pages</i>
04/08/2009	 Affidavit of Service Filed By: Intervenor Plaintiff Ahern Rental Inc <i>AFFIDAVIT OF SERVICE - KELLY MARSHALL</i>	<i>08A5712280129.tif pages</i>
04/08/2009	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>AFFIDAVIT OF SERVICE - ACCURCY OF GLASS AND MIRROR INC</i>	<i>08A5712280131.tif pages</i>
04/09/2009	 Affidavit of Service Filed By: Intervenor Plaintiff Harsco Corporation <i>AFFIDAVIT OF SERVICE - CONCRETE VISIONS INC</i>	<i>08A5712280130.tif pages</i>
04/09/2009	 Notice Filed By: Defendant Nevada Construction Services <i>NOTICE OF APPEARANCE</i>	<i>08A5712280133.tif pages</i>
04/14/2009	 Acceptance of Service Filed By: Intervenor Professional Doors & Millworks LLC <i>ACCEPTANCE OF SERVICE MISC DOCS 04-09-09</i>	<i>08A5712280135.tif pages</i>
04/14/2009	 Acceptance of Service Filed By: Intervenor Professional Doors & Millworks LLC <i>ACCEPTANCE OF SERVICE MISC DOCS 04-09-09</i>	<i>08A5712280136.tif pages</i>
04/14/2009	 Acceptance of Service Filed By: Third Party Plaintiff E & E Fire Protection LLC <i>ACCEPTANCE OF SERVICE - CAMCO PACIFIC CONSTRUCTION COMPANY INC</i>	<i>08A5712280137.tif pages</i>
04/14/2009	 Supplemental	<i>08A5712280138.tif pages</i>











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AHERN RENTAL INCS SUPPLEMENTAL MOTION TO AMEND STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION

04/15/2009	 Conversion Case Event Type <i>DEFT'S MOTION TO INTERVENE /2</i>	<i>08A5712280134.tif pages</i>
04/15/2009	 Summons Filed by: Intervenor Tri-City Drywall Inc <i>SUMMONS - CAMCO PACIFIC CONSTRUCTION CO INC</i>	<i>08A5712280139.tif pages</i>
04/17/2009	 Three Day Notice of Intent to Default Filed by: Third Party Plaintiff Professional Doors & Millworks LLC <i>NOORDA SHEET METAL COMPANYS THREE DAY NOTICE OF INTENT TO TAKE DEFAULT</i>	<i>08A5712280140.tif pages</i>
04/17/2009	Three Day Notice of Intent to Default Filed by: Third Party Plaintiff Professional Doors & Millworks LLC <i>NOORDA SHEET METAL COMPANYS THREE DAY NOTICE OF INTENT TO TAKE DEFAULT</i>	<i>08A5712280141.tif pages</i>
04/17/2009	 Reply to Counterclaim Filed by: Counter Defendant APCO Construction <i>APCO CONSTRUCTIONS ANSWER TO INSULPRO PROJECT INCS COUNTERCLAIM AGAINST APCO CONSTRUCTION</i>	<i>08A5712280142.tif pages</i>
04/20/2009	 Answer Filed By: Defendant Scott Financial Corporation; Intervenor Defendant Scott Financial Corporation; Intervenor Defendant Scott Financial Corporation <i>Scott Financial Corporations Anser to Insulpro Projects Incs Statement of Facts Constituting Lien</i>	
04/21/2009	 Answer Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corps Answer to Insulpro Projects Incs"s statement of Facts Constituting Lien</i>	
04/21/2009	 Motion to Consolidate Filed By: Plaintiff Apco Construction <i>Apco Construction's Motion to Consolidate With Case Nos. A574391, A574792, A577623, A579963, A583289, A584730, and A587168</i>	
04/22/2009	 Acceptance of Service Filed By: Intervenor Plaintiff Harsco Corporation <i>Acceptance of Service of Amended Statement of Facts Constituting Lien and Complaint in Intervention</i>	
04/22/2009	 Disclaimer of Interest Filed By: Plaintiff Apco Construction; Intervenor Defendant APCO Construction; Counter Defendant APCO Construction; Intervenor Defendant APCO Construction; Intervenor Defendant APCO Construction; Intervenor Defendant APCO Construction; Intervenor Defendant APCO Construction; Counter Defendant APCO Construction <i>First American Title Ins Co Disclaimer of Interest</i>	
04/24/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Pressure Grout Co <i>Statement of Facts Constituting Lien and Complaint in Intervention-Pressure Grout</i>	

DISTRICT COURT
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CASE NO. 08A571228

Company

04/24/2009	 Three Day Notice of Intent to Default Filed by: Counter Defendant Noord Sheet Metal Company; Intervenor E & E Fire Protectiong LLC; Intervenor Dave Peterson Framing Inc; Intervenor Professional Doors & Millworks LLC <i>E&E Fire Protection, LLC's Three Day Notice of Intent to Default</i>
04/24/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Pressure Grout Co <i>Initial Appearance Fee Disclosure</i>
04/24/2009	 Three Day Notice of Intent to Default Filed by: Counter Defendant Noord Sheet Metal Company; Intervenor E & E Fire Protectiong LLC; Intervenor Dave Peterson Framing Inc; Intervenor Professional Doors & Millworks LLC <i>Dave Peterson Framing Inc's Three Day Notice of Intent to Take Default on Gemstone Development West Inc</i>
04/24/2009	 Three Day Notice of Intent to Default Filed by: Counter Defendant Noord Sheet Metal Company; Intervenor E & E Fire Protectiong LLC; Intervenor Dave Peterson Framing Inc; Intervenor Professional Doors & Millworks LLC <i>Professional Doors and Millworks LLCs Three Day Notice of Intent to Take Default</i>
04/29/2009	 Opposition to Motion Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Ahern Rental's Limited Opposition to Motion to consolidate</i>
04/29/2009	 Answer Filed By: Plaintiff Apco Construction; Intervenor Defendant APCO Construction; Counter Defendant APCO Construction; Intervenor Defendant APCO Construction; Intervenor Defendant APCO Construction; Intervenor Defendant APCO Construction; Counter Defendant APCO Construction <i>APCO Construction's Answer to Cell-Crete Fireproofing of Nevada, Inc's Statement of Facts Constituting Lien and Complaint in Intervention and Cross-Claim</i>
04/29/2009	 Affidavit of Service <i>Affidavit of Service</i>
04/30/2009	 Answer Filed By: Intervenor Defendant Gemstone Development West Inc <i>Gemstone Development West, Inc.'s Answer to Professional Doors and Millworks, LLC's Statement of Facts Constituting lien Claim, Complaint and Third Party Complaint</i>
04/30/2009	 Answer Filed By: Intervenor Defendant Gemstone Development West Inc <i>Gemstone Development West, Inc.'s Answer to E&E Fire Protection, LLC's Statement of Facts Constituting Lien Claim, Complaint and Third Party Complaint</i>
04/30/2009	 Answer Filed By: Intervenor Defendant Gemstone Development West Inc <i>Gemstone Development West, Inc.'s Answer to Dave Peterson Framing, Inc.'s Statement of Facts Constituting Lien Claim, Complaint and Third Party Complaint</i>
04/30/2009	Certificate of Mailing

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

Filed By: Intervenor Pressure Grout Co

04/30/2009



Certificate of Mailing

Filed By: Intervenor Pressure Grout Co

Certificate of Mailing

04/30/2009



Summons

Filed by: Plaintiff Apco Construction

05/01/2009



Joinder

Filed By: Defendant Scott Financial Corporation

Scott Financial Corporation's Moinder in Motion to Consolidate with Case Nos. A574391, A574792, A579963, A583289, A584730 and A587168

05/01/2009



Summons

Filed by: Plaintiff Apco Construction

Party served: Intervenor Defendant Fidelity & Deposit Co Of Maryland

Summons (Affidavit of Service of Summons, Statement of Facts, and Check #13594)- Fidelity and Deposit Company of Maryland

05/01/2009



Summons

Filed by: Counter Claimant Insulpro Projects Inc

Party served: Counter Defendant APCO Construction

Summ-Apco Construction

05/01/2009



Summons

Filed by: Plaintiff Apco Construction

Party served: Intervenor Defendant Gemstone Development West Inc

Summons (Affidavit of Service of Summons and Statement of Facts) - Camco Pacific Construction Company, Inc

05/01/2009



Three Day Notice of Intent to Default

Filed by: Intervenor Plaintiff Harsco Corporation

Three Day Notice of Intent to Default

05/04/2009



Opposition

Opposition to Motion to Consolidate

05/04/2009



Default

Filed By: Intervenor Plaintiff Harsco Corporation

Default Prty: Intervenor Defendant Concrete Visions Inc

Default - Concrete Visions Inc

05/04/2009



Notice of Non Opposition

Filed By: Intervenor Insulpro Projects Inc; Counter Claimant Insulpro Projects Inc

Insulpro Projects, Inc's Notion of Non-Opposition to Apco Construction's Motion to Consolidate

05/04/2009



Certificate of Mailing

Filed By: Plaintiff Apco Construction

Certificate of Mailing

05/04/2009











Notice of Lis Pendens

Filed by: Intervenor Pressure Grout Co

Notice of Lis Pendens

DISTRICT COURT
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CASE NO. 08A571228

05/05/2009	 Motion to Dismiss <i>Camco Pacific Construction's and Fidelity and Deposit Company of Maryland's Motion to Dismiss the T</i>
05/05/2009	 Motion to Intervene <i>Hydropressure Cleaning, Inc.'s Motion to Intervene</i>
05/05/2009	 Motion to Intervene Party: Other The Masonry Group Nevada, Inc. <i>The Masonry Group Nevada Inc.'s Motion to Intervene</i>
05/05/2009	 Answer Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland <i>Answer to Noorda Sheet Metal Companys Third Party Complaint and Camco Pacific Constructions Counterclaim</i>
05/05/2009	 Answer to Third Party Complaint Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland <i>Answer to E&E Fire Protection LLC's Third Party Complaint and Camco Pacific Constructions Counterclaim</i>
05/05/2009	 Answer to Third Party Complaint Filed By: Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland <i>Answer to Professional Doors and Millworks LLC's Third Party Complaint and Camco Pacific Construction's Counterclaim</i>
05/05/2009	 Answer to Counterclaim Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Answer to Cabintec Inc's Complaint in Intervention and Camco Pacific Construction Company Inc's Counterclaim</i>
05/06/2009	 Certificate of Mailing Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Company Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity And Deposit Co Of Maryland; Intervenor Defendant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Company Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity And Deposit Co Of Maryland; Third Party Defendant Camco Pacific Construction Company Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland <i>Certificate of Mailing of Camco Pacific Constructions and Fidelity and Deposit Company of Marylands Motion to Dismiss the Third Party Complaint of Dave Peterson Framing Inc and Notice Thereof</i>
05/07/2009	 Reply to Counterclaim Filed by: Counter Defendant Noord Sheet Metal Company; Third Party Plaintiff Noorda Sheet Metal Company; Intervenor E & E Fire Protectiong LLC; Third Party Plaintiff E & E Fire Protection LLC; Intervenor Dave Peterson Framing Inc; Third Party Plaintiff Dave Peterson Framing Inc; Intervenor Professional Doors & Millworks LLC; Third Party Plaintiff Professional Doors & Millworks LLC <i>Noorda Sheet Metal Companys Reply to Camco Pacific Constructions Counterclaim</i>

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05/07/2009	 Reply to Counterclaim Filed by: Counter Defendant Noord Sheet Metal Company; Third Party Plaintiff Noorda Sheet Metal Company; Intervenor E & E Fire Protectiong LLC; Third Party Plaintiff E & E Fire Protection LLC; Intervenor Dave Peterson Framing Inc; Third Party Plaintiff Dave Peterson Framing Inc; Intervenor Professional Doors & Millworks LLC; Third Party Plaintiff Professional Doors & Millworks LLC <i>Professional Doors and Millworks LLCs Reply to Camco Pacific Constructions Counterclaim</i>
05/07/2009	 Reply to Counterclaim Filed by: Counter Defendant Noord Sheet Metal Company; Third Party Plaintiff Noorda Sheet Metal Company; Intervenor E & E Fire Protectiong LLC; Third Party Plaintiff E & E Fire Protection LLC; Intervenor Dave Peterson Framing Inc; Third Party Plaintiff Dave Peterson Framing Inc; Intervenor Professional Doors & Millworks LLC; Third Party Plaintiff Professional Doors & Millworks LLC <i>E&E Fire Protection LLCs Reply to Camco Pacific Constructions Counterclaim</i>
05/08/2009	 Joinder <i>Scott Financial Corporation's Amended Partial Joinder in Apco Construction's Motion to Consolidate</i>
05/08/2009	 Answer <i>Scott Financial Corporation's Answer to Noorda Sheet Metal Company's Amended Statement of Facts Con</i>
05/08/2009	 Answer <i>Scott Financial Corporation's Answer to Professional Doors and Millworks, LLC's Statement of Facts</i>
05/08/2009	 Answer <i>Scott Financial Corporation's Answer to Cell-Crete Fireproofing of Nevada, Inc.'s Statement of Fact</i>
05/08/2009	 Opposition <i>Atlas Construction Supply, Inc.'s Limited Opposition to APCO Construction's Motion to Consolidate with Case Nos. A574391, A574792, A577623, A579963, A583289, A584730 and A587168</i>
05/11/2009	 Opposition to Motion <i>Bradley J. Scott and Scott Financial Corporation's Opposition to APCO Construction's Motion to Cons</i>
05/11/2009	 Affidavit for Service by Publication Filed By: Intervenor Plaintiff Ahern Rental Inc
05/11/2009	 Motion Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Ahern Rental Incs Second Supplemental Motion to Amend Statement of Facts Constituting Lien and Complaint-In-Intervention</i>
05/12/2009	 Motion to Amend (9:00 AM) (Judicial Officer: Walsh, Jessie) Events: 03/23/2009 Motion <i>AHERN'S MTN TO AMEND STATEMENT OF FACTS/I</i> Motion Granted; <i>Motion Granted</i>

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05/12/2009	 Acceptance of Service Filed By: Interpleader Hydropressure Cleaning Inc Party Served: Defendant Nevada Construction Services <i>Nevada Construction Services Acceptance of Service of Statement of Facts Constituting Lien and Complaint in Intervention</i>
05/12/2009	 Joinder to Opposition to Motion <i>Joinder of Defendant Bank of Oklahoma, N.A. to Defendants Scott Financial Corporation and Bradley J. Scott's Opposition to Apco Construction's Motion to Consolidate With Case Nos. A574391, A574792, A577623, A579963, A583289, A584730, and A587168</i>
05/12/2009	 Joinder To Motion Filed By: Intervenor Tri-City Drywall Inc <i>Joinder in Hydropressure Cleaning Inc's Motion to Intervene & Tri-City Drywall Inc's Request to Intervene</i>
05/13/2009	 Certificate of Mailing <i>Certificate of Mailing</i>
05/13/2009	 Answer <i>Scott Financial Corporation's Answer to Nevada Prefab Engineers, Inc.'s Amended Statement of Facts</i>
05/13/2009	 Answer <i>Scott Financial Corporation's Answer to Harsco Corporation's Amended Statement of Facts Constitutin</i>
05/13/2009	 Notice <i>Notice of Withdrawal of Opposition to Motion to Consolidate</i>
05/13/2009	 Three Day Notice of Intent to Default Filed by: Intervenor Plaintiff Harsco Corporation
05/14/2009	 Certificate of Mailing Filed By: Intervenor Tri-City Drywall Inc <i>Certificate of Mailing of Joinder in Hydropressure Cleaning, Inc.'s Motion to Intervene and Tri-County Drywall, Inc.'s Request to Intervene</i>
05/15/2009	 Answer <i>Scott Financial Corporation's Answer to Dave Peterson Framing, Inc.'s Statement of Facts Constituting Lien Claim, Complaint and Third Party Complaint</i>
05/15/2009	 Opposition to Motion Filed By: Intervenor Dave Peterson Framing Inc; Third Party Plaintiff Dave Peterson Framing Inc <i>Dave Peterson Framing Incs Opposition to Camco Pacific Constructions and Fidelity Deposit Company of Marylands Motion to Dismiss the Third Party Complaint of Dave Peterson Framing Inc</i>
05/15/2009	 Answer to Third Party Complaint Filed By: Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity And Deposit Co Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity And Deposit Co Of Maryland; Third Party Defendant Camco Pacific Construction Company Inc; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity &

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Deposit Co Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland
Answer to Insulpro Projects Incs Third Party Complaint and Camco Pacific Constructions Counterclaim

05/18/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to Harsco Corporation's Amended Statement of Facts Constit</i>
05/19/2009	 Certificate of Service Filed by: Attorney Rutar Mullins, Gwen <i>Certificate of Service</i>
05/20/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to The Pressure Group Company's Statement of Facts Constituting Lien and Complaint in Intervention</i>
05/20/2009	Motion to Intervene (3:00 AM) (Judicial Officer: Walsh, Jessie) Events: 04/15/2009 Conversion Case Event Type <i>DEFT'S MOTION TO INTERVENE /2</i> Motion Granted; <i>Motion Granted</i>
05/20/2009	 Reply <i>APCO Construction's Reply in Support of its Motion to Consolidate with Case Nos. A574391, A574792, A577623, A579963, A583289, A584730, and A587168</i>
05/21/2009	 Notice Filed By: Plaintiff Apco Construction <i>Notice of Joinder in APCO Constructions Motion to Consolidate by Club Vista Financial Services LLC Tharaldson Motels II Inc and Gary D Tharaldson</i>
05/22/2009	 Answer <i>Scott Financial Corporation's Answer to Insulpro Projects, Inc.'s Statement of Facts Constituting Lien</i>
05/22/2009	 Three Day Notice of Intent to Default Filed by: Intervenor Insulpro Projects Inc <i>Three Day Notice of Intent to Default</i>
05/26/2009	 Joinder to Opposition to Motion <i>Joinder of Defendant Bank of Oklahoma, N.A. to Defendants Scott Financial Corporation and Bradley J. Scott's Opposition to Plaintiffs' Motion for Leave to Amend Complaint</i>
05/27/2009	CANCELED Motion to Consolidate (3:00 AM) (Judicial Officer: Walsh, Jessie) <i>Vacated</i> <i>matter continued</i>
05/27/2009	CANCELED Joinder (3:00 AM) (Judicial Officer: Walsh, Jessie) <i>Vacated</i> <i>matter continued</i>
05/27/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to Insulpro Projects, Inc.'s Statement of Facts Constituting Lien</i>













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05/28/2009	 Joinder To Motion Filed By: Intervenor Steel Structures Inc; Intervenor Steel Structures Inc <i>Steel Structures, Inc. and Nevada Prefab Engineers Inc's Joinder to Apco Construction's Motion to Consolidate</i>
05/28/2009	 Stipulation and Order for Dismissal Filed by: Defendant Nevada Construction Services <i>Stipulation and Order for Dismissal Without Prejudice of APCO Construction's Unjust Enrichment Claim Against Nevada Construction Services Only</i>
05/28/2009	Order of Dismissal Without Prejudice (Judicial Officer: Walsh, Jessie) Debtors: Apco Construction (Plaintiff) Creditors: Nevada Construction Services (Defendant) Judgment: 05/28/2009, Docketed: 06/03/2009
05/29/2009	 Opposition <i>Bradley J. Scott And Scott Financial Corporation's Opposition To APCO Construction's Supplement To Motion To Consolidate To Include Case No. A589195 In Consolidation</i>
05/29/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Plaintiff Pape Material Handling <i>Statement of Facts Constituting Lien and Complaint in Intervention - Pape Materials</i>
05/29/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Defendant Platte River Insurance Company; Intervenor Plaintiff Pape Material Handling; Doing Business As Pape Rents
06/01/2009	 Amended Certificate of Service Party: Other The Masonry Group Nevada, Inc. <i>Amended Certificate of Service</i>
06/02/2009	 Notice of Entry of Stipulation and Order <i>Notice of Entry of Stipulation and Order</i>
06/02/2009	 Answer to Amended Complaint <i>Gemstone Development West, Inc.'s Answer to Steel Structures, Inc. and Nevada Prefab Engineers, Inc.'s Second Amended Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/02/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to Pape Material Handling dba Pape Rents' Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/02/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to Tri-City Drywall, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/02/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to Cell-Crete Fireproofing of Nevada, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/02/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to Cell-Crete Fireproofing of Nevada, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>

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06/02/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to EZA, P.C. dba Oz Architecture of Nevada, Inc.'s Statement of Facts Constituting Lien</i>
06/02/2009	 Answer to Crossclaim <i>Gemstone Development West, Inc.'s Answer to APCO Construction's Cross-Claim Contained in its Answer to Steel Structures, Inc. and Nevada Prefab Engineers, Inc.'s Amended Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/03/2009	Motion to Consolidate (9:00 AM) (Judicial Officer: Walsh, Jessie) Events: 05/28/2009 Joinder To Motion <i>Apco Construction's Motion to Consolidate With Case Nos. A574391, A574792, A577623, A579963, A583289, A584730, and A587168</i>
06/03/2009	Joinder (9:00 AM) (Judicial Officer: Walsh, Jessie) <i>Scott Financial Corporation's Joinder in Motion to Consolidate with Case Nos. A574391, A574792, A579963, A583289, A584730 and A587168</i>
06/03/2009	 All Pending Motions (9:00 AM) (Judicial Officer: Walsh, Jessie) Granted in Part; <i>Granted in Part</i>
06/03/2009	 Reply to Counterclaim Filed by: Intervenor Insulpro Projects Inc <i>Reply to Camco Pacific Construction's Counterclaim</i>
06/04/2009	 Answer to Counterclaim <i>Counterdefendant Cabinetec, Inc.'s Answer to Counterclaimant Camco Pacific Construction Company, Inc.'s Counterclaim</i>
06/04/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Patent Construction Systems
06/04/2009	 Notice of Lis Pendens Filed by: Intervenor Patent Construction Systems; Intervenor Plaintiff Harsco Corporation <i>Patent Construction Systems a Division of Harsco Corporations Notice of Lis Pendens</i>
06/04/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Patent Construction Systems; Intervenor Plaintiff Harsco Corporation <i>Patent Construction Systems a Division of Harsco Corporations Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/05/2009	 Reply <i>Reply of Camco Pacific Construction and Fidelity and Deposit Company of Maryland to Dave Peterson Framing, Inc.'s Opposition to Motion to Dismiss the Third Party Complaint</i>
06/05/2009	 Proof of Service Filed by: Intervenor Tri-City Drywall Inc Party Served: Intervenor Defendant Fidelity and Deposit Company of Maryland; Intervenor Defendant Fidelity & Deposit Company Of Maryland; Intervenor Defendant Fidelity & Deposit Co Of Maryland <i>Proof of Service</i>

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06/08/2009	 Motion for Default Judgment Filed By: Intervenor Plaintiff Harsco Corporation <i>Motion for Default Judgment</i>
06/10/2009	 Answer to Complaint <i>APCO Construction's Answer to Zitting Brothers Construction, Inc.'s Complaint</i>
06/10/2009	CANCELED Motion to Intervene (3:00 AM) (Judicial Officer: Walsh, Jessie) <i>Vacated</i>
06/10/2009	CANCELED Motion to Intervene (3:00 AM) (Judicial Officer: Walsh, Jessie) <i>Vacated</i>
06/10/2009	CANCELED Joinder (3:00 AM) (Judicial Officer: Walsh, Jessie) <i>Vacated</i>
06/10/2009	CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer: Walsh, Jessie) <i>Vacated</i>
06/10/2009	 Notice of Motion Filed By: Intervenor Plaintiff Harsco Corporation
06/10/2009	 Affidavit of Service
06/11/2009	 Substitution of Attorney <i>Substitution of Attorney</i>
06/11/2009	 Notice of Department Reassignment
06/11/2009	 Proof of Service Filed by: Intervenor Plaintiff Pape Material Handling <i>Proof of Service of Summons and Complaint</i>
06/15/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Plaintiff Las Vegas Pipeline LLC <i>Statement of Facts Constituting Lien and Complaint Intervention</i>
06/15/2009	 Lis Pendens Filed By: Intervenor Plaintiff Las Vegas Pipeline LLC
06/15/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff Las Vegas Pipeline LLC
06/15/2009	 Ex Parte Motion for Enlargement of Time Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Ex Parte Motion to Enlargeme Time to Allow For Service of Summons and Complaint Upon Defendant Edelstein</i>
06/15/2009	 Acceptance of Service Filed By: Intervenor Patent Construction Systems Party Served: Intervenor Defendant Gemstone Development West Inc <i>Acceptance of Service of Statement of Facts Constituting Lien and Complaint in Intervention</i>

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06/16/2009	 Acceptance of Service Filed By: Intervenor Patent Construction Systems Party Served: Defendant Scott Financial Corporation <i>Acceptance of Service of Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/17/2009	 Summons Filed by: Plaintiff Apco Construction
06/17/2009	 Summons Filed by: Plaintiff Apco Construction
06/18/2009	 Re-Notice Filed by: Counter Claimant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland <i>Re-Notice of Hearing of Camco Pacific Construction and Fidelity and Deposit Company of Maryland's Motion to Dismiss the Thrid Party Complaint of David Peterson Framing, Inc.</i>
06/19/2009	 Summons Filed by: Intervenor Patent Construction Systems Party served: Intervenor Defendant Platte River Insurance Company
06/19/2009	 Order Granting Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Order Granting Ex Parte motion to Enlarge Time to Allow for Service of Summons and Complaint Upon Defendant Edelstein</i>
06/23/2009	 Certificate of Mailing Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Company Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity And Deposit Co Of Maryland; Intervenor Defendant Fidelity & Deposit Company Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity And Deposit Co Of Maryland; Third Party Defendant Camco Pacific Construction Company Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland; Counter Claimant Camco Pacific Construction Inc <i>Certificate of Mailing of Camco Pacific Constructions and Fidelity and Deposit Company of Marylands Re-Notice of Hearing of Motion to Dismiss the Third Party Complaint of Dave Peterson Framing Inc and Notice Thereof</i>
06/23/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Insulpro Projects Inc
06/23/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Insulpro Projects Inc <i>Statement of Facts Constituting Lien and Complaint-In-Intervention</i>
06/23/2009	 Lis Pendens Filed By: Intervenor Insulpro Projects Inc
06/23/2009	 Acceptance of Service Filed By: Interpleader Hydropressure Cleaning Inc Party Served: Defendant Scott Financial Corporation

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Scott Financial Corporations' Acceptance of Service of Statement of Facts Constituting Lien and Complaint in Intervention
















06/24/2009	 Lis Pendens <i>Accuracy Glass & Mirror Company, Inc.'s Amended Notice of Lis Pendens</i>
06/24/2009	 Amended Complaint <i>First Amended Complaint Re Foreclosure (A571792, A574391, A577623, A583289, A584730, A587168)</i>
06/24/2009	 Lis Pendens <i>Bruin Painting Corporation's Amended Notice of Lis Pendens</i>
06/24/2009	 Statement <i>Bruin Painting's Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint</i>
06/24/2009	 Lis Pendens <i>HD Supply Waterworks, LP's Amended Notice of Lis Pendens</i>
06/24/2009	 Statement <i>HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint</i>
06/24/2009	 Lis Pendens <i>Helix Electric's Amended Notice of Lis Pendens</i>
06/24/2009	 Statement <i>Helix Electric's Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint</i>
06/24/2009	 Lis Pendens <i>Heinaman's Amended Notice of Lis Pendens</i>
06/24/2009	 Statement <i>Heinaman Contract Glazing's Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint</i>
06/24/2009	 Lis Pendens <i>WRG Design, Inc.'s Amended Notice of Lis Pendens</i>
06/24/2009	 Statement <i>WRG Design, Inc.'s Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint (A571792, A574391, A577623, A583289, A584730, A587168)</i>
06/26/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Ahern Rental Inc.'s First Amended Statement of Facts Constituting Lien and Complaint-in-Intervention</i>
06/29/2009	 Order <i>Order to Consolidate this action with Case A574391, A574792, A577623, A583289, A584730, A587168, A580889 & A589195</i>

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06/30/2009	 Answer to Amended Complaint <i>Gemstone Development West, Inc.'s Answer to Ahern Rental, Inc.'s First Amended Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/30/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to Patent Construction Systems, a Division of Harsco Corporation's Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/30/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to Buchele, Inc.'s Statement of Facts Constituting Lien</i>
06/30/2009	 Answer <i>Gemstone Development West, Inc.'s Answer to Statement of Facts Constituting Lien Claim by Creative Home Theatre, LLC</i>
06/30/2009	 Affidavit of Due Diligence
07/01/2009	 Affidavit for Service by Publication Filed By: Intervenor Plaintiff Ahern Rental Inc
07/02/2009	 Answer <i>APCO Construction's Answer to Ahern Rentals Inc.'s First Amended Statement of Facts Constituting Lien and Complaint in Intervention</i>
07/02/2009	 Answer <i>APCO Construction's Answer to Buchele, Inc.'s Statement of Facts Constituting Lien</i>
07/02/2009	 Answer <i>APCO Construction's Answer to Selectbuild Nevada Inc.'s Statement of Facts Constituting Lien</i>
07/02/2009	 Answer <i>APCO Construction's Answer to Las Vegas Pipeline, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
07/02/2009	 Answer <i>APCO Construction's Answer to The Pressure Grout Company's Statement of Facts Constituting Lien and Complaint in Intervention</i>
07/02/2009	 Notice of Entry of Order <i>Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A577623, A579963, A583289, A584730, A587168, A580889 and A589195</i>
07/06/2009	CANCELED All Pending Motions (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated - per Clerk</i> <i>Pending Motions separated and individually placed on calendar</i>
07/06/2009	Motion to Intervene (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Hydropressure Cleaning's Motion to Intervene</i>
07/06/2009	Motion to Intervene (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>The Masonry Group Nevada's Motion to Intervene</i>
07/06/2009	Joinder (9:00 AM) (Judicial Officer: Denton, Mark R.)











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Tri-City Drywall's Joinder in Hydropressure Cleaning's Motion to Intervene and Tri-City Drywall's Request to Intervene

07/06/2009	 All Pending Motions (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>All Pending Motions (07-06-09)</i> Matter Heard; <i>Matter Heard</i>
07/07/2009	 Statement of Facts Constituting Lien <i>Masonry Group Nevada Inc Statement of Facts Constituting Lien and Complaint in Intervention</i>
07/09/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Plaintiff Northstar Concrete, Inc. <i>Northstar Concrete Inc Statement of Facts Constituting Lien and Complaint -In- Intervention</i>
07/09/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff Northstar Concrete, Inc.
07/09/2009	 Lis Pendens Filed By: Intervenor Plaintiff Northstar Concrete, Inc.
07/09/2009	 Certificate of Service
07/09/2009	 Acceptance of Service
07/09/2009	 Summons
07/10/2009	 Statement Filed by: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Camco Pacific Construction Co Inc <i>Camco Pacific Construction Company, Inc.'s Statement of Facts and Complaint in Intervention</i>
07/13/2009	 Summons Filed by: Intervenor Plaintiff Las Vegas Pipeline LLC
07/13/2009	 Summons Filed by: Intervenor Plaintiff Las Vegas Pipeline LLC
07/13/2009	 Summons Filed by: Intervenor Plaintiff Las Vegas Pipeline LLC
07/14/2009	 Three Day Notice of Intent to Default Filed by: Intervenor Patent Construction Systems <i>Three Day Notice of Intent to Take Default</i>
07/14/2009	 Three Day Notice of Intent to Default Filed by: Intervenor Patent Construction Systems
07/15/2009	 Stipulation and Order for Dismissal Filed by: Defendant Nevada Construction Services

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Stipulation and Order for Dismissal without Prejudice of Hydropressure Cleaning, Inc.'s Claim for Unjust Enrichment Against Nevada Construction Services Only

07/15/2009	 Notice of Dismissal Filed By: Intervenor Patent Construction Systems <i>Patent Construction Systems a Division of Harsco Corporations Notice of Dismissal of Platte River Insurance Company</i>
07/15/2009	 Notice of Voluntary Dismissal Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Ahern Rentals' Notice of Voluntary Dismissal of Heinaman Contract Glazing and Neal Roffer Only</i>
07/15/2009	 Order Granting Filed By: Intervenor Tri-City Drywall Inc <i>Order Granting Tri- City Drywall Inc's Request to Intervene</i>
07/15/2009	Order of Dismissal Without Prejudice (Judicial Officer: Denton, Mark R.) Debtors: Hydropressure Cleaning Inc (Interpleader) Creditors: Nevada Construction Services (Intervenor Defendant) Judgment: 07/15/2009, Docketed: 07/21/2009
07/15/2009	Order of Dismissal Without Prejudice (Judicial Officer: Denton, Mark R.) Debtors: Platte River Insurance Company (Intervenor Defendant) Creditors: Patent Construction Systems (Intervenor) Judgment: 07/15/2009, Docketed: 07/22/2009
07/16/2009	 Notice of Entry of Order <i>Notice of Entry of Stipulation and Order</i>
07/17/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Patent Construction Systems <i>Patent Construction Systems A Division of Harsco Corporation's Statement of Facts Constituting Lien and Amended Complaint in Intervention</i>
07/20/2009	 Motion for Default Judgment (9:00 AM) (Judicial Officer: Denton, Mark R.) Events: 06/10/2009 Notice of Motion <i>Harsco Corp's Motion for Default Judgment</i> Off Calendar; Harsco Corporation's Motion for Default Judgment <i>Off Calendar</i>
07/20/2009	 Answer <i>Scott Financial Corporation's Answer to Patent Construction's Statement of Facts Constituting Lien</i>
07/21/2009	 Order for Service by Publication Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Order for Service by Publication</i>
07/21/2009	 Affidavit of Service Filed By: Plaintiff Apco Construction Party Served: Intervenor Defendant Gemstone Development West Inc
07/21/2009	 Consent to Service By Electronic Means Filed By: Intervenor Nevada Prefab Engineers Inc

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07/21/2009	 Consent to Service By Electronic Means Filed By: Intervenor Steel Structures Inc
07/21/2009	 Consent to Service By Electronic Means Filed By: Intervenor Plaintiff Pape Material Handling
07/21/2009	 Affidavit of Service
07/21/2009	 Affidavit of Due Diligence
07/22/2009	 Statement of Facts Constituting Lien Filed By: Intervenor Granite Construction Company <i>Granite Construction Company's Statement of Facts Constituting Lien Claim and Complaint in Intervention</i>
07/22/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Granite Construction Company
07/22/2009	 Notice of Entry of Order Filed By: Intervenor Tri-City Drywall Inc <i>Notice of Entry of Order Granting Tri- city Drywall Inc's Request to Intervene</i>
07/22/2009	 Notice of Entry of Order Filed By: Intervenor Plaintiff Ahern Rental Inc
07/23/2009	 Response <i>Gemstone Development West, Inc.'s Answer to Supply Network, Inc. dba Viking Supplynet's Statement of Facts Constituting Lien and Complaint in Intervention</i>
07/23/2009	 Early Case Conference List of Witnesses & Production of Docs <i>Early Case Conference List of Witnesses and Production of Documents</i>
07/23/2009	 Answer Filed By: Intervenor Defendant Gemstone Development West Inc <i>Gemstone Development West, Inc.'s Answer to Atlas Construction Supply, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
07/23/2009	 Three Day Notice of Intent to Default Filed by: Intervenor Plaintiff Las Vegas Pipeline LLC
07/23/2009	 Three Day Notice of Intent to Default Filed by: Intervenor Plaintiff Las Vegas Pipeline LLC <i>Three Day Notice of Intent to Take Default and Default Judgment Against Gemstone Development West Inc</i>
07/23/2009	 Certificate of Mailing Filed By: Intervenor Plaintiff Ahern Rental Inc
07/23/2009	 Answer to Complaint Filed by: Intervenor Defendant Gemstone Development Inc <i>Gemstone Development West, Inc.'s Answer to Supply Network, Inc. dba Viking Supplynet's Statement of Facts Constituting Lien and Complaint in Intervention</i>

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07/23/2009	 Answer to Complaint Filed by: Intervenor Defendant Gemstone Development Inc <i>Gemstone Development West, Inc.'s Answer to Supply Network, Inc. dba Viking Supplynet's Statement of Facts Constituting Lien and Complaint in Intervention</i>
07/27/2009	CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated - On In Error</i> <i>Duplicate Entry</i>
07/27/2009	 Motion to Dismiss (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Third Party Defts Camco Pacific Construction and Fidelity and Deposit Co of Maryland's Motion to Dismiss the Third Party Complaint of David Peterson Framing</i> Denied; Third Party Defts Camco Pacific Construction and Fidelity and Deposit Co of Maryland's Motion to Dismiss the Third Party Complaint of David Peterson Framing <i>Denied</i>
07/27/2009	 Notice of Entry of Order <i>Notice of Entry of Order Denying Motion to Clarify and to Reconsider April 6, 2009 Ruling re: Executive Plastering, Inc.'s Application for Prejudgment Writ of Attachment</i>
07/28/2009	 Notice of Change of Address Filed By: Intervenor Insulpro Projects Inc <i>Notice of Change of Firm's Address</i>
07/29/2009	 Answer Filed By: Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Counter Claimant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc <i>Gemstone Development West, Inc.'s Answer to Las Vegas Pipeline, LLC's Statement of Facts Constituting Lien and Complaint in Intervention</i>
07/30/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Statement of Facts and Complaint in Intervention</i>
07/30/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to the Masonry Group Nevada, Inc.'s Statement of Facts Constituting Lien Claim and Complaint in Intervention</i>
07/30/2009	 Acceptance of Service Filed By: Intervenor Patent Construction Systems Party Served: Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Counter Claimant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc <i>Acceptance of Service of Statement of Facts Constituting Lien and Amended Complaint in</i>

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Intervention














07/30/2009	 Acceptance of Service Filed By: Intervenor Patent Construction Systems Party Served: Defendant Scott Financial Corporation; Intervenor Defendant Scott Financial Corporation; Intervenor Defendant Scott Financial Corporation <i>Acceptance of Service of Statement of Facts Constituting Lien and Amended Complaint in Intervention</i>
07/30/2009	 Answer Filed By: Intervenor Defendant Gemstone Development West Inc <i>Answer</i>
07/31/2009	 Summons Filed by: Intervenor Granite Construction Company <i>Summons - Apco Construction</i>
08/03/2009	 Summons Filed by: Intervenor Patent Construction Systems Party served: Intervenor Plaintiff Northstar Concrete, Inc. <i>Summons (Amended Complaint)</i>
08/03/2009	 Proof of Service Filed by: Plaintiff Apco Construction Party Served: Intervenor Defendant Employers Mutual Casualty Co
08/03/2009	 Summons Filed by: Intervenor Patent Construction Systems <i>Summons (Amended Complaint)</i>
08/03/2009	 Voluntary Dismissal <i>Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only From Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third- Party Complaint Without Prejudice</i>
08/04/2009	 Proof of Service Filed by: Intervenor Plaintiff Northstar Concrete, Inc.
08/04/2009	 Proof of Service Filed by: Intervenor Plaintiff Northstar Concrete, Inc.
08/05/2009	 Answer <i>APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure</i>
08/05/2009	 Answer <i>APCO Construction's Answer to Creative Home Theatre, LLC's State of Facts Constituting Lien</i>
08/05/2009	 Answer <i>APCO Construction's Answer to Granite Construction Company's Statement of Facts Constituting Lien Claim and Complaint in Intervention</i>
08/05/2009	 Answer <i>APCO Construction's Answer to HD Supply Waterwork's Amended Statement of Facts</i>

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Constituting a Notice of Lien and Third-Party Complaint

08/05/2009	 Answer <i>APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</i>
08/05/2009	 Answer <i>APCO Construction's Answer to The Masonry Group Nevada, Inc.'s Statement of Facts Constituting a Notice of Lien and Complaint in Intervention</i>
08/06/2009	 Answer <i>APCO Construction's Answer to WRG Design Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint</i>
08/06/2009	 Answer <i>APCO Construction's Answer to Tri-City Drywall, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
08/06/2009	 Acceptance of Service <i>Acceptance of Service of Executive Plastering Inc's First Amended Complaint on Gemstone Development West Inc's Behalf</i>
08/07/2009	 Initial Appearance Fee Disclosure
08/07/2009	 Answer Filed By: Intervenor Defendant Old Republic Surety; Intervenor Defendant Jeff Heit Plumbing Co LLC <i>Defendants Answer to HD Supply Waterworks' Amended Statement of Facts and Third-Party Complaint</i>
08/11/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Granite Construction Company's Statement of Facts Constituting Lien Claim and Complaint in Intervention</i>
08/11/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Patent Construction Systems, a Division of Harsco Corporation's Statement of Facts Constituting Lien and Amended Complaint in Intervention</i>
08/11/2009	 Notice <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228</i>
08/11/2009	 Summons Filed by: Intervenor Tri-City Drywall Inc Party served: Intervenor Defendant Accuracy Glas & Mirror Company Inc; Counter Defendant Accuracy Glass & Mirror Company Inc <i>- Accuracy Glass & Mirror Company Inc.</i>
08/11/2009	 Summons Filed by: Intervenor Tri-City Drywall Inc Party served: Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc <i>- Gemstone Development West Inc.</i>

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08/11/2009	 Summons Filed by: Plaintiff Apco Construction Party served: Counter Claimant Camco Pacific Construction Co Inc - <i>Camco Pacific Construction Company Inc.</i>
08/11/2009	 Summons Filed by: Plaintiff Apco Construction Party served: Intervenor Defendant Gemstone Development West Inc - <i>Gemstone Development West Inc.</i>
08/11/2009	 Summons Filed by: Plaintiff Apco Construction Party served: Intervenor Defendant Concrete Visions Inc - <i>Concrete Visions Inc.</i>
08/13/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Hydropressure Cleaning, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
08/13/2009	 Summons Filed by: Intervenor Patent Construction Systems <i>Summons (Amended Complaint) -Richard Thornton</i>
08/14/2009	 Answer <i>Scott Financial Corporation's Answer to Creative Home Threatre, LLC's Statement of Facts Constituting Lien</i>
08/14/2009	 Answer <i>Scott Financial Corporation's Answer to Supply Network dba Vking Supplynet's Statement of Facts Constituting Lien and Complaint in Intervention</i>
08/14/2009	 Answer <i>Scott Financial Corporation's Answer to The Pressure Grout Company's Statement of Facts Constituting Lien and Complaint in Intervention</i>
08/14/2009	 Answer <i>Scott Financial Corporation's Answer to Pape Material Handling dba Pape Rents' Statement of Facts Constituting Lien and Complaint in Intervention</i>
08/14/2009	 Acceptance of Service <i>Acceptance of Service of Zitting Brothers Constratuion, Inc.'s Complaint Re: Floreclosure</i>
08/18/2009	 Answer <i>Scott Financial Corporation's Answer to Statement of Facts Constituting Lien on Behalf of Buchele, Inc.</i>
08/18/2009	 Initial Appearance Fee Disclosure Filed By: Intervenor Defendant Club Vista Financial Services LLC; Intervenor Defendant Tharaldson Motels II Inc
08/18/2009	 Answer Filed By: Intervenor Defendant Club Vista Financial Services LLC; Intervenor Defendant Tharaldson Motels II Inc <i>Club Vista Financial Services, LLC and Tharaldson Motels II, Inc's Answer to Camco Pacific Construction Company, Inc's Statement of Facts and Complaint in Intervention</i>

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and Counterclaim

08/18/2009	 Order Filed By: Intervenor Dave Peterson Framing Inc <i>Order on Camco Pacific Construction's and Fidelity Deposit Company of Maryland's Motion to Dismiss the Third Party Complaint of Dave Peterson Framing Inc</i>
08/19/2009	 Answer <i>Scott Financial Corporation's Answer to The Masonry Group Nevada, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
08/20/2009	 Affidavit of Publication Filed By: Plaintiff Apco Construction
08/21/2009	 Notice <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228</i>
08/21/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Fast Glass, Inc.'s Statement of Facts Constituting Lien</i>
08/21/2009	 Notice Filed By: Intervenor Defendant Gemstone Development West Inc <i>Defendant Gemstone Development West Incs Notice of Consolidation With Case No 08-A571228</i>
08/24/2009	 Notice of Bankruptcy <i>Selectbuild Nevada, Inc.'S Notice Of Bankruptcy Filing And Automatic Stay</i>
08/25/2009	 Notice <i>Notice of Consolidation with Case Numbers A571228, A574391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195</i>
08/25/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Executive Plastering, Inc.'s Statement of Facts Constituting Lien Claim</i>
08/25/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Executive Plastering, Inc.'s First Amended Complaint</i>
08/25/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Zitting Brothers Construction, Inc.'s Complaint re: Foreclosure</i>
08/26/2009	 Answer <i>Defendant, Nevada Construction Services' Answer to Camco Pacific Construction Company, Inc.'s Statement of Facts and Complaint in Intervention</i>
08/26/2009	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Ferguson Fire and Fabrication Inc <i>Ferguson Fire and Fabrication, Inc's Initial Appearance Fee Disclosure</i>

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08/26/2009	 Answer Filed By: Counter Defendant Ferguson Fire and Fabrication Inc <i>Answer of Mechanic's Lien Counter-Defendant Ferguson Fire and Fabrication, Inc to Counterclaim of Club Vista Financial Services LLC; Tharldson Motels II Inc ; and Gary D Tharaldson</i>
08/28/2009	 Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
08/28/2009	 Statement of Facts Constituting Lien <i>Custom Select Billing, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
09/02/2009	 Answer to Counterclaim Filed By: Counter Defendant Masonry Group Nevada Inc <i>Masonry Group Nevada Inc's Answer to Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim</i>
09/03/2009	 Three Day Notice of Intent to Default Filed by: Intervenor Patent Construction Systems
09/08/2009	 Answer to Interpleader <i>Alex Edelstein's Answer to Ahern Rental, Inc.'s First Amended Statement of Facts Constituting Lien and Complaint in Intervention</i>
09/08/2009	 Motion to Dismiss <i>Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, LLC and Tharaldson Motels, II, Inc.'s Counterclaim</i>
09/09/2009	 Motion <i>Motion to Designate this Action as Complex Pursuant to NRCP 16.1(f), and Motion to Set a Discovery Conference Pursuant to NRCP 16</i>
09/09/2009	 Answer and Counterclaim <i>Answer to Las Vegas Pipeline, LLC's Statement of Facts Constituting Lien and Complaint In Intervention and Camco Pacific Construction Company Inc.'s Counterclaim</i>
09/10/2009	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Camco Pacific Construction Co Inc
09/10/2009	 Answer Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Answer to Tri-City Drywall Incs Statement of Facts Constituting Lien and Complaint in Intervention and Camco Pacific Construction Companys Incs Counterclaim</i>
09/10/2009	 Answer Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland <i>Answer to Dave Peterson Framing Incs Statement of Facts Constituing Lien and Complaint in Intervention and Camco Pacific Construction Companys Incs Counterclaim</i>
09/10/2009	 Answer Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland <i>Answer to Northstar Concrete Incs Statement of Facts Constituting Lien and Complaint in</i>

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Intervention and Camco Pacific Construction Companys Inc Counterclaim

09/10/2009	 Answer Filed By: Counter Claimant Camco Pacific Construction Co Inc; Counter Defendant Ferguson Fire and Fabrication Inc <i>Answer to Fast Glass Incs Statement of Facts Constituting Lien and Camco Pacific Construction Company Incs Counterclaim</i>
09/10/2009	 Answer Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland <i>Answer to Helix Electrics Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Incs Counterclaim</i>
09/10/2009	 Answer to Complaint Filed by: Counter Claimant Camco Pacific Construction Co Inc <i>Answer to Selectbuild Nevada Inc's Complaint in Intervention and Camco Pacific Construction Company Inc's Counterclaim</i>
09/10/2009	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland
09/10/2009	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland
09/11/2009	 Answer <i>Answer to WRG Desing Inc's Statement of Facts Constituting Lien Third Party Complaint and Camco Pacific Construction Inc's Counterclaim</i>
09/11/2009	 Answer to Complaint <i>Answer to Accuracy Glass & Mirror Company Inc's Complaint and Camco Pacific Construcion Inc's Counterclaim</i>
09/11/2009	 Answer to Complaint Filed by: Counter Claimant Camco Pacific Construction Co Inc <i>Answer to Bruin Painting Corporation's Statement of Facts Constituting Lien Third Party Complaint and Camco Pacific Construction Inc's Counterclaim</i>
09/11/2009	 Answer to Third Party Complaint Filed By: Third Party Defendant Camco Pacific Construction Co Inc <i>Answer tp Heinaman Contract Glazing's Statement of Facts Constitutiting Lien Third Party Complaint and Camco Pacific Construcion's Counterclaim</i>
09/18/2009	 Motion for Sanctions <i>Motion for Sanctions Pursuant to NRCP 11</i>
09/18/2009	 Reply to Counterclaim Filed by: Counter Defendant Dave Peterson Framing Inc <i>Dave Peterson Framing Incs Reply to Camco Pacific Constructions Counterclaim</i>
09/18/2009	 Default Filed By: Intervenor Patent Construction Systems

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09/18/2009	 Default
09/23/2009	 Amended Summons <i>Amended Summons</i>
09/23/2009	 Motion for Clarification <i>Renewed Motion for Clarificaton Or Reconsideration of April 6, 2009 Ruling Re: Executive Plastering Inc.'s Application For Order To Show Cause Why Prejudgment Writ of Attachment and Writ Of Garnishment Should Not Issue After Notice</i>
09/23/2009	 Motion to Dismiss <i>Plaintiff Zitting Brothers Construction, Inc.'s Partial Motion to Dismiss Club Vista Financial Services, L.L.C. and Tharaldson Motels II, Inc.'s Counterclaim or, in the Alternative, Motion for a More Definite Statement</i>
09/23/2009	 Amended Summons Filed By: Doing Business As Helix Electric Party Served: Intervenor Defendant APCO Construction <i>Amended Summons - APCO Construction</i>
09/23/2009	 Amended Summons <i>Amended Summons - APCO Construction (as defendant ?? claim)</i>
09/24/2009	 Amended Summons <i>Amended Summons</i>
09/24/2009	 Amended Summons <i>Amended Summons</i>
09/24/2009	 Amended Summons <i>Amended Summons</i>
09/24/2009	 Amended Summons <i>Amended Summons</i>
09/24/2009	 Certificate of Mailing
09/25/2009	 Opposition to Motion to Dismiss Filed By: Plaintiff Apco Construction <i>Opposition to Scott Financial Corporation Motion to Dismiss Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim</i>
09/25/2009	 Answer Filed By: Intervenor Defendant Fidelity & Deposit Co Of Maryland; Counter Claimant Camco Pacific Construction Co Inc <i>Answer to Steel Structures, Inc. Second Amended Statement of Facts Constituting Lien and Complaint in Intervention</i>
09/25/2009	 Answer Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Co Of Maryland <i>Answer to Nevada Prefab Engineers, Inc.'s Second Amended Statement of Facts Constituting Lien and Complaint in Intervention</i>

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09/25/2009	 Answer Filed By: Intervenor Defendant Fidelity & Deposit Co Of Maryland; Counter Claimant Camco Pacific Construction Co Inc <i>Answer to the Masonry Group Nevada, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention and Camco Pacific Construction Inc.'s Counterclaim</i>
09/25/2009	 Answer to Complaint Filed by: Intervenor Defendant Fidelity & Deposit Co Of Maryland; Counter Claimant Camco Pacific Construction Co Inc <i>Answer to Buchele, Inc.'s Complaint for Damages and to Foreclosure Mechanic's Lien and Camco Pacific Construction Company Inc.'s Counterclaim</i>
09/25/2009	 Answer Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Answer to Ferguson Fire & Fabrication, Inc.'s Statement of Facts Constituting Lien and Complaint-in-Intervention and Camco Pacific Construction Company Inc.'s Counterclaim</i>
09/25/2009	 Reply to Counterclaim Filed by: Intervenor Defendant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Co Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Company Inc; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Inc; Counter Defendant Camco Pacific Construction Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc <i>Reply to Club Vista Financial Services, LLC and Tharaldson Motels, II, Inc.'s Counterclaim</i>
09/28/2009	 Opposition to Motion to Dismiss Filed By: Plaintiff Apco Construction <i>Opposition to Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, L.L.C. and Tharaldson Motels II, Inc.'s Counterclaim</i>
09/28/2009	 Response Filed by: Plaintiff Apco Construction <i>Response of Club Vista Financial Services, Inc., Tharaldson to Motion to Designate this Action as Complex Pursuant to NRCP 16.1(F), and Motion to Set a Discovery Conference Pursuant to NRCP 16</i>
09/29/2009	 Reply <i>Fast Glass, Inc.'s Reply to Camco Pacific Construction Company, Inc.'s Counterclaim</i>
09/29/2009	 Opposition <i>Apco Construction's Limited Opposition to Scott Financial Corporation's Motion to Designate as Complex and Set a Rule 16 Conference</i>
09/29/2009	 Reply to Counterclaim Filed by: Intervenor Tri-City Drywall Inc <i>Tri-City Drywall, Inc.'s Reply to Club Vista Financial Services LCC and Tharaldson Motels II, Inc.'s Counterclaim</i>
09/29/2009	 Reply to Counterclaim Filed by: Intervenor Plaintiff Inquipco <i>Inquipco's Reply to Club Vista Financial Services LCC and Tharaldson Motel II, Inc.'s</i>

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Counterclaim

09/29/2009	 Reply to Counterclaim Filed by: Intervenor Plaintiff Northstar Concrete, Inc. <i>Northstar Concrete, Inc.'s Reply to Club Vista Financial Services LCC and Tharaldson Motels II, Inc.'s Counterclaim</i>
09/29/2009	 Notice of Change of Firm Name Filed By: Counter Defendant Ferguson Fire and Fabrication Inc <i>Notice of Change of Firm Name and Address</i>
09/30/2009	 Opposition Filed By: Attorney Morris, Steven L.; Third Party Defendant Camco Pacific Construction Co Inc <i>Camco Pacific Construction Company, Inc.'s Opposition to Nevada Construction Services' Motion for Sanctons Pursuant to NRCP 11</i>
09/30/2009	 Answer to Amended Complaint Filed By: Counter Defendant Camco Pacific Construction Inc; Counter Claimant Camco Pacific Construction Co Inc <i>Answer to first amended complaint and counterclaim</i>
10/01/2009	 Answer to Complaint Filed by: Intervenor Defendant Gemstone Development West Inc <i>Gemstone Development West Inc's Answer to Complaint for Damages and to Foreclose Mechanic's Lien</i>
10/01/2009	 Answer Filed By: Intervenor Defendant Gemstone Development West Inc <i>Gemstone Development West, Inc.'s Answer to Custom Select Billing, Inc.'s Statement of Facts constitution Lien and Complaint in Intervention</i>
10/02/2009	 Motion to Associate Counsel <i>Motion to Associate Counsel Christine R. Taradash</i>
10/02/2009	 Motion to Associate Counsel <i>Motion to Associate Counsel John T. Moshier</i>
10/05/2009	 Motion to Associate Counsel <i>Motion to Associate Counsel Martin A. Aronson</i>
10/06/2009	 Reply <i>Reply in Support of Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, LLC and Tharaldson Motels, II, Inc.'s Counterclaim</i>
10/06/2009	 Answer to Counterclaim Filed By: Plaintiff Apco Construction <i>Plaintiff/Counter-Defendant's Answer to Defendant's First Amended Counterclaim</i>
10/09/2009	 Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure Statement</i>
10/09/2009	 Joinder <i>Bradley J. Scott's Joinder to Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, L.L.C. and Tharaldson Motels II, Inc.'s Counterclaim</i>

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10/09/2009	 Notice of Change of Address Filed By: Intervenor Plaintiff Selectbuild Nevada Inc
10/09/2009	 Notice of Change of Address Filed By: Intervenor Plaintiff Selectbuild Nevada Inc
10/12/2009	Motion to Dismiss (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) 10/12/2009, 10/26/2009 Events: 09/08/2009 Motion to Dismiss <i>DEFT SCOTT FINANCIAL CORPORATION'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II'S COUNTERCLAIM</i> Matter Continued; DEFT SCOTT FINANCIAL CORPORATION'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II'S COUNTERCLAIM Granted; Matter Continued; DEFT SCOTT FINANCIAL CORPORATION'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II'S COUNTERCLAIM Granted; <i>Matter Continued</i>
10/12/2009	Motion (9:00 AM) (Judicial Officer: Bonaventure, Joseph T.) Events: 09/09/2009 Motion <i>DEFT SCOTT FINANCIAL CORP'S MOTION TO DESIGNATE THIS ACTION AS COMPLEX PURSUANT TO NRCP 16.1(f), AND MOTION TO SET A DISCOVERY CONFERENCE PURSUANT TO NRCP 16</i> Granted; DEFT SCOTT FINANCIAL CORP'S MOTION TO DESIGNATE THIS ACTION AS COMPLEX PURSUANT TO NRCP 16.1(f), AND MOTION TO SET A DISCOVERY CONFERENCE PURSUANT TO NRCP 16 <i>Granted</i>
10/12/2009	 All Pending Motions (9:00 AM) (Judicial Officer: Bonaventure, Joseph T.) <i>DEFT SCOTT FINANCIAL CORPORATION'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II'S COUNTERCLAIM...DEFT SCOTT FINANCIAL CORP'S MOTION TO DESIGNATE THIS ACTION AS COMPLEX PURSUANT TO NRCP 16.1(f), AND MOTION TO SET A DISCOVERY CONFERENCE PURSUANT TO NRCP 16</i> MINUTES  Mandatory Rule 16 Conference (11/19/2009 at 10:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Matter Heard</i> Matter Heard; DEFT SCOTT FINANCIAL CORPORATION'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II'S COUNTERCLAIM...DEFT SCOTT FINANCIAL CORP'S MOTION TO DESIGNATE THIS ACTION AS COMPLEX PURSUANT TO NRCP 16.1(f), AND MOTION TO SET A DISCOVERY CONFERENCE PURSUANT TO NRCP 16 <i>Matter Heard</i> SCHEDULED HEARINGS  Mandatory Rule 16 Conference (11/19/2009 at 10:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Matter Heard</i>
10/12/2009	 Joinder Filed By: Counter Defendant Republic Crane Service LLC <i>Notice of Joinder to Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, L.L.C. and Tharaldson Motels II, Inc.'s Counterclaim</i>

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10/12/2009	 Answer to Counterclaim Filed By: Counter Defendant Masonry Group Nevada Inc <i>Masonry Group Nevada Incs Answer to Camco Pacific Construction Incs Counterclaim</i>
10/12/2009	 Answer to Counterclaim Filed By: Intervenor Cell Crete Fireproofing Of NV Inc <i>Cell-Crete Fireproofing of Nevada Inc's Answer to Club Vista Financial Services LLC Tharaldson Motels II Inc and Gary D Tharaldson's Counterclaim</i>
10/12/2009	 Summons Filed by: Plaintiff Apco Construction
10/13/2009	 Certificate of Mailing Filed By: Counter Defendant Masonry Group Nevada Inc <i>Errata to Certificate of Mailing</i>
10/14/2009	 Reply <i>Reply in Support of NCS' Motion for Sanctions Pursuant to NRCP 11</i>
10/14/2009	 Notice <i>Fast Glass, Inc.'s Notice of Joinder in Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, LLC and Tharaldson Motels II, Inc.'s Counterclaim</i>
10/14/2009	 Joinder <i>Plaintiff/Counterdefendant Buchele, Inc.'s Joinder to Zitting Brothers Construction, Inc.'s Partial Motion to Dismiss Club Vista Financial Services, LLC and Tharaldson Motels II, Inc.'s Counterclaim, or, in the Alternative, Motion for a More Definite Statement</i>
10/14/2009	 Answer to Complaint Filed by: Counter Defendant Executive Plastering Inc <i>Answer to Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim</i>
10/15/2009	 Joinder Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Ahern Rental Inc.'s Joinder to Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services LLC and Tharaldson Motel II, Inc.'s Counterclaim</i>
10/15/2009	 Motion to Withdraw As Counsel <i>Richard A Koch's Motion to Withdraw as Counsel</i>
10/15/2009	 Reply to Counterclaim Filed by: Intervenor Plaintiff Northstar Concrete, Inc.; Counter Defendant Northstar Concrete Inc; Counter Defendant Northstar Concrete Inc <i>Plaintiff in Intervention Northstar Concrete Incs Reply to Camco Pacific Company Incs Counterclaim</i>
10/15/2009	 Reply to Counterclaim Filed by: Intervenor Tri-City Drywall Inc <i>Plaintiff in Intervention Tri-City Drywall Incs Reply to Camco Pacific Company Incs Counterclaim</i>
10/15/2009	 Reply to Counterclaim Filed by: Intervenor Patent Construction Systems; Intervenor Plaintiff Harsco Corporation; Intervenor EZA P C; Doing Business As Oz Architecture Of Nevada Inc











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Eza PC dba Oz Architecture of Nevada Inc, Harsco Corporation and Patent Construction Systems a Division of Harsco Corporation's Reply to Counterclaim of Club Vista Financial Services LLC and Tharaldson Motels II Inc


10/16/2009	 Answer to Counterclaim <i>Uintah Investments, LLC's Reply to Club Vista Financial Services, LLC's, Tharaldson Motels II, Inc.'s and Gary D. Tharaldson's Counterclaim</i>
10/16/2009	 Acceptance of Service <i>Scott Financial Corporation's Acceptance of Service of Custom Select Billing, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
10/16/2009	 Answer <i>Las Vegas Pipeline's Answer to Camco Pacific Construction Company, Inc.'s Counterclaim</i>
10/16/2009	 Notice <i>Plaintiff, Wiss, Janney, Elstner Associates, Inc.'s Notice of Consolidation With Case Numbers A571228, A574391, A574792, A577623, A583289, A584730, A587168, A580889, A589195 and A597089</i>
10/16/2009	 Notice Filed By: Counter Defendant Noord Sheet Metal Company; Intervenor Professional Doors & Millworks LLC <i>Noorda Sheet Metal Company's Notice of Joinder in Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, LLC and Tharaldson Motels II, Inc.'s CounterClaim</i>
10/16/2009	 Reply to Counterclaim Filed by: Counter Defendant Granite Construction Company <i>Counterdefendant Granite Construction Company's Reply to Club Vista Financial Services, LLC's Counterclaim</i>
10/16/2009	 Joinder To Motion Filed By: Third Party Plaintiff Dave Peterson Framing Inc <i>Dave Peterson Framing Inc's Notice of Joinder in Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim</i>
10/16/2009	 Joinder To Motion <i>E & E Fire Protection LLC's Notice of Joinder in Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim</i>
10/16/2009	 Joinder To Motion <i>Professional Doors and Millworks LLC's Notice of Joinder in Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim</i>
10/16/2009	 Joinder <i>Renaissance Pools & Spas, Inc.'s Joinder to Zitting Brothers Construction, Inc.'s Partial Motion to Dismiss Club Vista Financial Services, LLC and Tharaldson Motels II, Inc.'s Counterclaim, or in the Alternative, Motion for a More Definite Statement</i>
10/19/2009	 Motion for Sanctions (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 09/18/2009 Motion for Sanctions <i>DEFT NEVADA CONSTRUCTION SERVICES MOTION FOR SANCTIONS PURSUANT TO NRCP 11</i>

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Denied; DEFT NEVADA CONSTRUCTION SERVICES MOTION FOR SANCTIONS
PURSUANT TO NRCP 11
Denied

10/19/2009	 Answer to Counterclaim Filed By: Counter Defendant Republic Crane Service LLC <i>Republic Crane Service LLC's Answer to Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim</i>
10/19/2009	 Answer to Counterclaim <i>Republic Crane Service LLC's Answer to Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim</i>
10/19/2009	 Amended Notice Filed By: Defendant Scott Financial Corporation <i>Amended Notice of Scott financial Corporation's Motion to Dismiss Club Vista Financial Services, L.L.C. and Tharaldson Motels II, INC's Counterclaim</i>
10/21/2009	 Stipulation for Dismissal <i>Stipulation for Dismissal Without Prejudice of Count Nine (Acting in Concert/Civil Conspiracy) Against Zitting Brothers Construction Inc</i>
10/21/2009	 Opposition to Motion Filed By: Counter Defendant Executive Plastering Inc <i>Opposition to Renewed Motion to Clarify and to Reconsider April 6 2009 Ruling Re Executive Plastering Incs Application for Prejudgment Writ of Attachment</i>
10/21/2009	Order of Dismissal Without Prejudice (Judicial Officer: Delaney, Kathleen E.) Debtors: Zitting Brothers Construction Inc (Counter Defendant) Creditors: Club Vista Financial Seives LLC (Counter Claimant), Tharaldson Motels II Inc (Counter Claimant), Gary D Tharaldson (Counter Claimant) Judgment: 10/21/2009, Docketed: 10/22/2009 Comment: Certain Claim
10/21/2009	 Reply to Counterclaim Filed by: Counter Defendant Supply Network Inc
10/21/2009	 Reply <i>Reply of Counterdefendant John Deere Landscape Inc to Counterclaim of Club Vista Financial Services LLC Tharaldson Motels II Inc and Gary D. Tharaldson</i>
10/21/2009	 Certificate of Service Filed by: Counter Defendant Supply Network Inc <i>Certificate of Service of Reply of Counterdefendant Supply Network, Inc to Counterclaim of Club Vista Financial Services LLC Tharaldson Motels II Inc and Gary D Tharaldson</i>
10/21/2009	 Certificate of Service Filed by: Counter Defendant John Deere Landscape Inc <i>Certificate of Service of Reply of Counterdefendant John Deere Landscape Inc to Counterclaim of Club Vista Financial Services LLC, Tharaldson Motels II Inc, and Gary D Tharaldson</i>
10/23/2009	 Acceptance of Service
10/26/2009	CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated - per Stipulation and Order Stip and Order received 10/19/09</i>

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10/26/2009	 Motion to Reconsider (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) 10/26/2009, 11/03/2009 Events: 09/23/2009 Motion for Clarification <i>DEFT CAMCO'S RENEWED MTN FOR CLARIFICATION OR RECONSIDERATION OF ARIL 6, 2009 RULING RE: EXECUTIVE PLASTERING'S APPLICATION FOR ORDER TO SHOW CAUSE WHY PREJUDGMENT WRIT OF ATTACHMENT & WRIT OF GARNISHMENT SHOULD NOT ISSUE AFTER NOTICE (CONSOLIDATED CASE)</i> Wrong department Matter Continued; MOTION FOR RECONSIDERATION Granted; DEFT CAMCO'S RENEWED MTN FOR CLARIFICATION OR RECONSIDERATION OF ARIL 6, 2009 RULING RE: EXECUTIVE PLASTERING'S APPLICATION FOR ORDER TO SHOW CAUSE WHY PREJUDGMENT WRIT OF ATTACHMENT & WRIT OF GARNISHMENT SHOULD NOT ISSUE AFTER NOTICE (CONSOLIDATED CASE) Wrong department Matter Continued; MOTION FOR RECONSIDERATION Granted; DEFT CAMCO'S RENEWED MTN FOR CLARIFICATION OR RECONSIDERATION OF ARIL 6, 2009 RULING RE: EXECUTIVE PLASTERING'S APPLICATION FOR ORDER TO SHOW CAUSE WHY PREJUDGMENT WRIT OF ATTACHMENT & WRIT OF GARNISHMENT SHOULD NOT ISSUE AFTER NOTICE (CONSOLIDATED CASE) <i>Matter Continued</i>
10/26/2009	Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 10/09/2009 Joinder <i>Bradley J. Scott's Joinder to Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, L.L.C. and Tharaldson Motels II, Inc.'s Counterclaim</i> Granted; <i>Granted</i>
10/26/2009	Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 10/12/2009 Joinder <i>LIEN CLAIMANT REPUBLIC CRANE'S JOINDER IN SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II'S COUNTERCLAIM</i> Granted; <i>Granted</i>
10/26/2009	Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 10/15/2009 Joinder <i>PLTF AHERN RENTAL'S JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THERALDSON MOTEL II'S COUNTERCLAIM</i>
10/26/2009	Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 10/16/2009 Joinder To Motion <i>LIEN CLAIMANT DAVE PETERSON FRAMING INC'S JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II' COUNTERCLAIM</i> Granted; <i>Granted</i>
10/26/2009	Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 10/16/2009 Joinder To Motion <i>LIEN CLAIMANT E&E FIRE PROTECTION'S JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II' COUNTERCLAIM</i> Granted; <i>Granted</i>
10/26/2009	Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.)

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	Events: 10/16/2009 Joinder To Motion <i>LIEN CLAIMANT DOORS AND MILLWORKS' JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II' COUNTERCLAIM</i>
10/26/2009	CANCELED Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated - per Stipulation and Order</i> <i>Stip and Order received 10/19/09</i>
10/26/2009	CANCELED Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated - per Stipulation and Order</i> <i>Stip and Order received</i>
10/26/2009	 All Pending Motions (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>BRADLEY J. SCOTT'S JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES, LLC AND THARALDSON MOTELS II, INC'S COUNTERCLAIM...LIEN CLAIMANT REPUBLIC CRANE'S JOINDER IN SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II'S COUNTERCLAIM...PLTF AHERN RENTAL'S JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THERALDSON MOTEL II'S COUNTERCLAIM...LIEN CLAIMANT DAVE PETERSON FRAMING INC'S JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II' COUNTERCLAIM...LIEN CLAIMANT E&E FIRE PROTECTION'S JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II' COUNTERCLAIM...LIEN CLAIMANT DOORS AND MILLWORKS' JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II' COUNTERCLAIM...DEFT SCOTT FINANCIAL CORPORATION'S MOTION TO DISMISS CLUB VISTA</i> Matter Heard; <i>Matter Heard</i>
10/29/2009	 Reply to Opposition Filed by: Intervenor Defendant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Co Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Company Inc; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Inc; Counter Defendant Camco Pacific Construction Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc <i>Camco's Reply to Opposition to Renewed Motion for Clarification and Reconsideration</i>
11/02/2009	CANCELED Motion to Associate Counsel (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated</i> <i>Order signed</i>
11/02/2009	CANCELED Motion to Associate Counsel (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated</i> <i>Order signed</i>
11/02/2009	 Order Granting Motion <i>Order Granting Motion to Associate Counsel John Moshier</i>
11/02/2009	 Order Granting Motion

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Order Granting Motion to Associate Counsel Christine Taradash









11/02/2009	 Order Granting Motion <i>Order Granting Motion to Associate Counsel Martin A Aronson</i>
11/04/2009	 Reply <i>Counterdefendant Cabinetec Inc.'s Reply to Club Vista Financial Services LLC's Counterclaim</i>
11/04/2009	 Motion to Withdraw As Counsel <i>Motion to Withdraw as Counsel</i>
11/04/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Complaint for Damages and to Foreclose Mechanic's Lien (Buchehe, Inc.)</i>
11/04/2009	 Notice <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228</i>
11/04/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Uintah Investments, LLC Complaint</i>
11/04/2009	 Answer to Interpleader <i>Gemstone Development West, Inc.'s Answer to Ready Mix, Inc.'s Statement of Facts Constituting Lien and Complaint for Foreclosure of Mechanics' Lien</i>
11/04/2009	 Notice <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228 (HA Fabricators, Inc.)</i>
11/04/2009	 Notice <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228 (Graybar Electric Company, Inc.)</i>
11/04/2009	 Answer <i>Scott Financial Corporation's Answer to Custom Select Billing, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
11/04/2009	 Notice <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228 (PCI Group, LLC)</i>
11/04/2009	 Notice Filed By: Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Counter Claimant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228</i>
11/04/2009	 Notice Filed By: Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Counter Claimant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone

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	Development West Inc <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228</i>
11/04/2009	 Notice Filed By: Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228</i>
11/04/2009	 Notice Filed By: Intervenor Defendant Gemstone Development West Inc; Counter Claimant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Gemstone Development West Inc <i>Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228</i>
11/04/2009	Motion to Withdraw As Counsel Filed By: Intervenor Plaintiff Cabinetec Inc; Counter Defendant Cabinetec Inc; Counter Defendant Cabinetec Inc
11/05/2009	 Answer <i>Scott Financial Corporation's Answer to Hydropressure Cleaning, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
11/06/2009	 Motion to Amend Complaint Filed By: Intervenor Plaintiff Harsco Corporation <i>Harsco Corporation's Proposed Second Amended Complaint in Intervention</i>
11/10/2009	 Order <i>Order Setting Rule 16 Conference, Designating the Case as Complex Pursuant to NRCP 16.1(f), and Continuing the Hearing on Defendant Scott Financial Corporation's Motion to Dismiss Co-Defendants Vista Financial Services, LLC and Tharaldson Motels II, Inc.'s Counterclaim</i>
11/10/2009	 Order Granting Filed By: Counter Claimant Camco Pacific Construction Co Inc
11/10/2009	 Order Filed By: Counter Defendant Ferguson Fire and Fabrication Inc
11/10/2009	 Notice of Motion Filed By: Counter Defendant Harsco Corporation
11/10/2009	Order of Dismissal Without Prejudice (Judicial Officer: Delaney, Kathleen E.) Debtors: Camco Pacific Construction Co Inc (Counter Claimant) Creditors: Ferguson Fire and Fabrication Inc (Counter Defendant) Judgment: 11/10/2009, Docketed: 11/12/2009
11/11/2009	 Notice of Entry <i>Notice of Entry of Order Setting Rule 16 Conference, Designating the Case as Complex Pursuant to NRCP 16.1(f), and Continuing the Hearing on Defendant Scott Financial Corporation's Motion to Dismiss Co-Defendants Vista Financial Services, LLC and</i>

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Tharaldson Motels II, Inc. s Counterclaim

11/12/2009	 Notice of Entry of Order Filed By: Counter Defendant Ferguson Fire and Fabrication Inc
11/13/2009	 Stipulation and Order for Dismissal Filed by: Counter Defendant Steel Structures Inc <i>Stipulation and Order for Dismissal of Steel Structures, INC.'s Complaint Against Camco Pacific Construction, and Camco's Counterclaim Against Steel Structures, INC.</i>
11/13/2009	Order of Dismissal Without Prejudice (Judicial Officer: Delaney, Kathleen E.) Debtors: Camco Pacific Construction Co Inc (Intervenor Defendant), Camco Pacific Construction Co Inc (Counter Claimant) Creditors: Steel Structures Inc (Intervenor), Steel Structures Inc (Counter Defendant) Judgment: 11/13/2009, Docketed: 11/13/2009
11/16/2009	 Reply <i>Nevada Prefab's Reply to Camco's Counterclaim</i>
11/16/2009	CANCELED Motion to Associate Counsel (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated</i> <i>Order signed</i>
11/16/2009	 Notice of Entry of Order <i>Notice of Entry of Order for Dismissal of Steel Structures Complaint against Camco Pacific Construction and Camcos Counterclaim Against Steel Structures</i>
11/17/2009	 Notice of Entry of Order Filed By: Intervenor Defendant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Company Inc; Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Inc; Intervenor Defendant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc; Counter Claimant Camco Pacific Construction Co Inc
11/18/2009	 Answer Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third Party Complaint</i>
11/19/2009	 Mandatory Rule 16 Conference (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Matter Heard; <i>Matter Heard</i>
11/23/2009	 Motion to Withdraw as Counsel (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 10/15/2009 Motion to Withdraw As Counsel <i>KOCH'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR REPUBLIC CRANE SERVICES LLC</i> Correct date to 11/23/09 Granted; KOCH'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR REPUBLIC CRANE SERVICES LLC <i>Granted</i>
11/23/2009	

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	 Answer to Interpleader <i>Gemstone Development West Inc's Answer to PCI Group LLC's Complaint</i>
11/23/2009	 Errata Filed By: Counter Defendant Republic Crane Service LLC <i>Errata to Motion to Withdraw as Counsel</i>
11/25/2009	 Order Granting Motion <i>Order Granting Motion to Withdraw as Counsel</i>
11/25/2009	 Order Granting Motion Filed By: Counter Defendant Republic Crane Service LLC <i>Order Granting Motion to Withdraw as Counsel</i>
12/01/2009	 Substitution of Attorney <i>Substitution of Attorneys</i>
12/07/2009	 Errata <i>Errata to Affidavit in Support of Motion to Withdraw as Counsel</i>
12/07/2009	 Motion to Withdraw as Counsel (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 11/04/2009 Motion to Withdraw As Counsel <i>WATKINS' MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR INTERVENOR/LIEN CLAIMANT CABINETEC, INC</i> Granted; WATKINS' MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR INTERVENOR/LIEN CLAIMANT CABINETEC, INC <i>Granted</i>
12/07/2009	 Notice of Entry <i>Notice of Entry of Order</i>
12/08/2009	 Motion to Amend Complaint (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 11/06/2009 Motion to Amend Complaint <i>HARSCO CORP'S MOTION FOR SECOND AMENDED COMPLAINT IN INTERVENTION</i> Granted; HARSCO CORP'S MOTION FOR SECOND AMENDED COMPLAINT IN INTERVENTION <i>Granted</i>
12/09/2009	 Motion to Withdraw As Counsel
12/09/2009	 Notice of Hearing Filed By: Counter Defendant Executive Plastering Inc <i>Notice of Hearing Re Motion to Withdraw as Counsel on an Order Shortening Time</i>
12/16/2009	 Order Granting Motion <i>Order Granting Harsco Corporation's Motion to Amend Complaint in Intervention</i>
12/18/2009	 Summons <i>Subtitution of Attorney</i>
12/21/2009	 Order Granting Motion Filed By: Intervenor Plaintiff Cabinetec Inc <i>Order Granting Motion to Withdraw as Counsel</i>

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12/21/2009	 Notice of Entry of Order Filed By: Intervenor Plaintiff Harsco Corporation
12/23/2009	 Motion to Withdraw as Counsel (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 12/09/2009 Motion to Withdraw As Counsel <i>CALLISTER'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR PLTF EXECUTIVE PLASTERING INC</i> Conditionally Granted; CALLISTER'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR PLTF EXECUTIVE PLASTERING INC <i>Conditionally Granted</i>
12/23/2009	 Motion to Withdraw As Counsel <i>Motion to Withdraw As Counsel</i>
12/23/2009	 Amended Complaint Filed By: Intervenor Plaintiff Harsco Corporation <i>Harsco Corporations Second Amended Complaint in Intervention</i>
12/28/2009	 Notice of Entry of Order Filed By: Intervenor Plaintiff Cabinetec Inc
12/29/2009	 Errata Filed By: Counter Defendant Executive Plastering Inc <i>Errata to Motion to Withdraw as Counsel on an Order Shortening Time</i>
01/08/2010	 Answer to Counterclaim <i>Plaintiff/Counter-Defendant HA Fabricators, Inc.'s Answer to APCO Construction's Counterclaim</i>
01/11/2010	 Notice of Dismissal Filed By: Intervenor Plaintiff Inquipco <i>Plaintiff In Intervention Inquipco's Notice of Dismissal</i>
01/11/2010	 Notice of Bankruptcy Filed By: Counter Defendant Masonry Group Nevada Inc <i>Notice of Chapter 7 Bankruptcy Filing and Automatic Stay as to the Masonry Group Nevada Inc</i>
01/11/2010	 Release of Lis Pendens Filed By: Intervenor Plaintiff Inquipco <i>Plaintiff in Intervention Inquipco's Release of Lis Pendens</i>
01/11/2010	Dismissal Pursuant to NRCP 41 (Judicial Officer: Delaney, Kathleen E.) Debtors: Accuracy Glas & Mirror Company Inc (Intervenor Defendant), Employers Mutual Casualty Co (Intervenor Defendant), Gemstone Development West Inc (Intervenor Defendant) Creditors: Inquipco (Intervenor Plaintiff) Judgment: 01/11/2010, Docketed: 01/14/2010
01/19/2010	 Order Filed By: Counter Defendant Executive Plastering Inc <i>Order Re Motion to Withdraw as Counsel on an Order Shortening Time</i>
01/22/2010	 Notice of Entry of Order

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Filed By: Counter Defendant Executive Plastering Inc
Notice of Entry of Order Re Motion to Withdraw as Counsel on an Order Shortening Time


01/25/2010  **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer: Delaney, Kathleen E.)
Events: 12/23/2009 Motion to Withdraw As Counsel
*GILBERT AND THUESON'S MOTION TO WITHDRAW AS COUNSEL OF RECORD
FOR DEFTS GEMSTONE DEVELOPMENT WEST INC, GEMSTONE DEVELOPMENT
LLC, AND EDELSTEIN*

MINUTES


 **Status Check** (02/22/2010 at 9:00 AM) (Judicial Officer: Delaney, Kathleen E.)
*STATUS CHECK: CONFIRMATION OF COUNSEL FOR DEFTS GEMSTONE
DEVELOPMENT WEST INC, GEMSTONE DEVELOPMENT LLC, AND EDELSTEIN*
Matter Heard
Granted;
Granted


SCHEDULED HEARINGS


 **Status Check** (02/22/2010 at 9:00 AM) (Judicial Officer: Delaney, Kathleen E.)
*STATUS CHECK: CONFIRMATION OF COUNSEL FOR DEFTS GEMSTONE
DEVELOPMENT WEST INC, GEMSTONE DEVELOPMENT LLC, AND EDELSTEIN*
Matter Heard


01/26/2010  Amended Certificate of Mailing
Filed By: Counter Defendant Executive Plastering Inc
*Amended Certificate of Mailing Re Notice of Entry of Order Re Motion to Withdraw as
Counsel on an Order Shortening Time*

01/28/2010  Order
Case Management Order


01/29/2010  Notice
Notice of Entry of Case Management Order

02/01/2010  Certificate
Amended Certificate of Service

02/02/2010  Order
*Order Granting Motion to Withdraw as Counsel for Gemstone Development West, Inc.;
Gemstone Devement, LLC; and Alexander Edelstein*

02/03/2010  Notice of Entry
*Notice of Entry of Order Granting Motion to Withdraw as Counsel for Gemstone
Development West, Inc., Gemstone Development, LLC, and Alexander Edelstein*












02/03/2010  Consent to Service By Electronic Means
Pape Rents' Consent to Service by Electronic Means

02/04/2010  Consent
*Harsco Corporation and EZ, P.C. dba Oz Architecture of Nevada, Inc.'s Consent to
Service by Electronic Means*

















02/05/2010  Substitution of Attorney
Substitution of Attorney for The Pressure Grout Company

02/12/2010
















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	 Suggestion of Bankruptcy <i>Suggestion of Bankruptcy Petition Amicus Curiae</i>
02/12/2010	 Stipulation and Order <i>Stipulation and Order of Dismissal of Defendant Nevada Construction Services Without Prejudice</i>
02/12/2010	Order of Dismissal Without Prejudice (Judicial Officer: Delaney, Kathleen E.) Debtors: Nevada Construction Services (Defendant) Creditors: Apco Construction (Plaintiff) Judgment: 02/12/2010, Docketed: 02/16/2010
02/12/2010	 Stipulation and Order for Dismissal Filed by: Interpleader Hydropressure Cleaning Inc <i>Stipulation and Order for Dismissal without Prejudice of Hydropressure Cleaning, Inc.'s Claims Against Nevada Construction Services Only</i>
02/12/2010	Order of Dismissal Without Prejudice (Judicial Officer: Delaney, Kathleen E.) Debtors: Nevada Construction Services (Intervenor Defendant) Creditors: Hydropressure Cleaning Inc (Interpleader) Judgment: 02/12/2010, Docketed: 02/19/2010
02/17/2010	 Consent to Service By Electronic Means <i>Consent to Service By Electronic Means</i>
02/22/2010	 Status Check (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>STATUS CHECK: CONFIRMATION OF COUNSEL FOR DEFTS GEMSTONE DEVELOPMENT WEST INC, GEMSTONE DEVELOPMENT LLC, AND EDELSTEIN</i> Matter Heard; <i>STATUS CHECK: CONFIRMATION OF COUNSEL FOR DEFTS GEMSTONE DEVELOPMENT WEST INC, GEMSTONE DEVELOPMENT LLC, AND EDELSTEIN</i> Matter Heard
02/23/2010	 Interrogatories <i>Lenders' Standard Interrogatories to Lien Claimants</i>
02/23/2010	 Consent to Service By Electronic Means <i>Consent to Service by Electronic Means</i>
02/26/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Plaintiff Ahern Rentals, Inc's Motion for Partial Summary Judgment Against Defendant Alex Edelstein Only</i>
03/01/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant Atlas Construction Supply Inc <i>Atlas Construction Supply, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
03/02/2010	 Notice of Hearing <i>Notice of Hearing on Ahern Rental Inc's Motion for Partial Summary Judgment Against Defendant Alex Edelstein Only</i>
03/02/2010	 Certificate of Service <i>Certificate of Service of Notice of Motion for Partial Summary Judgment of Atlas Construction Supply, Inc. Against Gemstone Development West, Inc.</i>

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03/04/2010	 Ex Parte Motion <i>Ex Parte Motion for Order to Show Cause on Order Shortening Time</i>
03/05/2010	 Errata <i>Errata To Order To Show Cause</i>
03/05/2010	 Notice of Intent to Take Default <i>Three Day Notice of Intent to Enter Default Against HA Fabricators, Inc. on Counterclaim Asserted by APCO Construction</i>
03/05/2010	 Notice of Intent to Take Default <i>Three Day Notice of Intent to Take Default Against Gemstone Development West, Inc. on Third-Party Complaint Asserted by APCO Construction Against Gemstone Development West, Inc.</i>
03/08/2010	 Substitution of Attorney <i>Substitution of Attorney</i>
03/08/2010	 Objection <i>Scott Financial Corporation's Objection To Written Discovery Requests To Gemstone Development West., Inc.</i>
03/09/2010	 Affidavit of Service <i>Affidavit of Service</i>
03/09/2010	 Affidavit of Service <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit of Service <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit of Service <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit of Service <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Due Diligence</i>

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03/09/2010	 Affidavit <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit of Service <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit of Due Diligence <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit of Service <i>Affidavit of Service</i>
03/09/2010	 Affidavit of Service <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service re: Arch Aluminum c/o The Corporation trust Company of Nevada as Resident Agent</i>
03/09/2010	 Joinder <i>Zitting Brothers Construction, Inc.'s Joinder to APCA Construction's Objection to Lenders' Standard Interrogatories to Lien Claimants</i>
03/09/2010	 Show Cause Hearing (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 03/04/2010 Ex Parte Motion <i>HEARING RE: SHOW CAUSE WHY LIENHOLDERS NOT PARTICIPATING IN CONSOLIDATED ACTION SHOULD NOT BE HELD IN CONTEMPT</i> Granted in Part; HEARING RE: SHOW CAUSE WHY LIENHOLDERS NOT PARTICIPATING IN CONSOLIDATED ACTION SHOULD NOT BE HELD IN CONTEMPT <i>Granted in Part</i>
03/09/2010	 Affidavit <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Due Diligence</i>

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03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Affidavit <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit <i>Affidavit of Due Diligence</i>
03/09/2010	 Affidavit <i>Affidavit of Service</i>
03/09/2010	 Errata Filed By: Defendant Scott Financial Corporation <i>Errata To Order To Show Cause</i>
03/10/2010	 Early Case Conference Disclosure Statement <i>Early Case Conference Disclosure Statement</i>
03/10/2010	 Affidavit <i>Affidavit of Service</i>
03/10/2010	 Affidavit <i>Affidavit of Service</i>
03/10/2010	 Notice of Change of Address Filed By: Consolidated Case Party HD Supply Waterworks LP; Counter Defendant HD










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Supply Waterworks LP

Plaintiff HD Supply Construction Supply, L.P. d/b/a White Cap Construction Supply, Inc.'s Notice of Change of Address, Telephone and Facsimile Numbers









03/17/2010	 Opposition <i>Scott Financial Corporation's Opposition To Atlas Construction Supply, Inc.'s Motion For Partial Summary Judgment Against Gemstone Development West, Inc.</i>
03/17/2010	 Opposition <i>Scott Financial Corporation's Opposition To Ahern Rentals, Inc.'s Motion For Partial Summary Judgment Against Defendant Alex Edelstein</i>
03/19/2010	 Opposition to Motion For Summary Judgment <i>Defendant's Opposition to Ahern Rental Inc.'s Motion For Partial Summary Judgment Against Alex Edelstein Only</i>
03/22/2010	 Errata Filed By: Defendant Scott Financial Corporation <i>Third Errata to Order to Show Cause</i>
03/23/2010	 Answer to Third Party Complaint Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Answer to Northstar Concrete, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention</i>
03/23/2010	 Substitution of Attorney Filed by: Intervenor Cell Crete Fireproofing Of NV Inc; Counter Defendant Cellcrete Fireproofing of Nevada Inc <i>Substitution of Counsel</i>
03/25/2010	 Joinder <i>Zitting Brothers Construction, Inc.'s Joinder to Scott Financial corporation's Opposition to Atlas Supply, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
03/25/2010	 Reply to Opposition <i>Reply to Scott Financial Corporation's Opposition to Ahern's Motion for Partial Summary Judgment</i>
03/25/2010	 Reply to Opposition <i>Reply to Defendant Edelstein's Opposition to Ahern's Motion for Partial Summary Judgment</i>
03/25/2010	 Answer to Crossclaim Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Answer to Renaissance Pools & Spas, Inc.'s Statement of Facts Constituting Lien Claim</i>
03/26/2010	 Default <i>Default Against Gemstone Development West, Inc. on Third-Party Complaint Asserted by APCO Construction in Case No. A-09-596924-C which was Consolidated into A571228</i>
03/26/2010	 Certificate of Mailing <i>Certificate of Mailing</i>

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03/26/2010	 Default <i>(set aside 04-28-10) Default Against HA Fabricators, Inc. on Counterclaim Asserted by APCO Construction</i>
03/29/2010	 Order Granting Filed By: Intervenor Defendant Scott Financial Corp <i>Order Granting Defendant Scott Financial Corporation's Application for Order to Show Cause</i>
03/30/2010	 Reply Filed by: Plaintiff Apco Construction <i>Atlas Construction Supply, Inc.'s Reply Brief In Support of Its Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
03/30/2010	 Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 02/26/2010 Motion for Partial Summary Judgment <i>Pltf. Ahern Rentals Inc.'s Motion for Partial Summary Judgment Against Deft. Edelstein Only</i> Granted in Part; Pltf. Ahern Rentals Inc.'s Motion for Partial Summary Judgment Against Deft. Edelstein Only <i>Granted in Part</i>
03/31/2010	 Motion for Substitution <i>Arch Aluminum's Motion to Substitute Proper Party Pursuant to NRCP 25</i>
04/01/2010	 Notice of Lis Pendens <i>Cactus Rose Construction's Notice of Lis Pendens</i>
04/01/2010	 Statement of Facts Constituting Lien <i>A587168 Cactus Rose Construction's Statement of Facts Constituting Notice of Lien and Complaint</i>
04/02/2010	 Certificate of Service <i>Certificate of Service of Arch Aluminum's Motion to Substitute Proper Party Pursuant to NRCP 25</i>
04/05/2010	 Voluntary Dismissal <i>HD Supply Waterworks LLP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice</i>
04/05/2010	 Consent to Service By Electronic Means <i>Consent to Service by Electronic Means</i>
04/05/2010	 Response Filed by: Plaintiff Apco Construction <i>Atlas Construction Supply, Inc.'s Answers to Lenders' Standard Interrogatories to Lien Claimants</i>
04/05/2010	 Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) 04/05/2010, 04/13/2010 Events: 03/01/2010 Motion for Partial Summary Judgment <i>Pltf. Atlas Construction Supply, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i> Matter Continued; Pltf. Atlas Construction Supply, Inc.'s Motion for Partial Summary

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Judgment Against Gemstone Development West, Inc.
Granted; Pltf. Atlas Construction Supply, Inc.'s Motion for Partial Summary Judgment
Against Gemstone Development West, Inc.
Matter Continued; Pltf. Atlas Construction Supply, Inc.'s Motion for Partial Summary
Judgment Against Gemstone Development West, Inc.
Granted; Pltf. Atlas Construction Supply, Inc.'s Motion for Partial Summary Judgment
Against Gemstone Development West, Inc.
Matter Continued

04/05/2010	 Notice of Lis Pendens <i>Interstate Plumbing & Air Conditioning's Notice of Lis Pendens</i>
04/05/2010	 Statement of Facts Constituting Lien <i>A587168 Interstate Plumbing & Air Conditioning's Statement of Facts Constituting Notice of Lien and Complaint</i>
04/05/2010	Dismissal Pursuant to NRCP 41 (Judicial Officer: Delaney, Kathleen E.) Debtors: Platte River Insurance Co (Intervenor Defendant) Creditors: HD Supply Waterworks LP (Consolidated Case Party) Judgment: 04/05/2010, Docketed: 04/09/2010
04/07/2010	 Response Filed by: Plaintiff Apco Construction <i>Ferguson Fire & Fabrication, Inc.'s Responses to Lenders' Standard Interrogatories to Lien Claimants</i>
04/07/2010	 Consent to Service By Electronic Means <i>Consent for Service by Electronic Means</i>
04/07/2010	 Notice of Compliance <i>Insulpro Projects, Inc.'s First Notice of Compliance</i>
04/07/2010	 Production of Documents Filed by: Plaintiff Apco Construction <i>Scott Financial Corporation's Production of Documents Pursuant to Case Management Order</i>
04/07/2010	 Consent to Service By Electronic Means <i>Consent to Service by Electronic Means</i>
04/07/2010	 Miscellaneous Filing <i>APCO Construction's Designation of Documents Supporting the Perfection of Lien, Commencement of Construction and Lien Priority</i>
04/07/2010	 Response Filed by: Plaintiff Apco Construction <i>Scott Financial Corporation's Responses to Lien Claimant's Standard Interrogatories</i>
04/07/2010	 Response Filed by: Plaintiff Apco Construction <i>Scott Financial Corporation's Responses to Lien Claimant's Standard Interrogatories</i>
04/07/2010	 Response Filed by: Plaintiff Apco Construction <i>Scott Financial Corporation's Responses to Lien Claimant's Standard Request for Admissions</i>

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04/07/2010	 Early Case Conference Disclosure Statement <i>Early Case Conference Disclosure Statement</i>
04/08/2010	 Disclosure of Documents and Witnesses Pursuant to NRCP 16.1 <i>Lien Claimant Cell-Crete Fireproofing's Initial Disclosure of Documents and Witnesses</i>
04/08/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/08/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/08/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/08/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/08/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/08/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/08/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/09/2010	 Notice of Intent to Take Default <i>Notice of Intent to Default</i>
04/09/2010	 Consent to Service By Electronic Means <i>Consent to Service by Electronic Means</i>
04/09/2010	 Early Case Conference Disclosure Statement <i>Early Case Conference Disclosure Statement</i>
04/13/2010	 Affidavit of Due Diligence Filed By: Plaintiff Apco Construction <i>Affidavit of Due Diligence</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Acceptance of Service

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Acceptance of Service by Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland

04/13/2010



Acceptance of Service

Acceptance of Service by Asphalt Products Corp. and APCO Construction

04/13/2010



Acceptance of Service

Acceptance of Service by Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland

04/13/2010



Initial Appearance Fee Disclosure

Filed By: Intervenor Plaintiff Cactus Rose Construction Inc
Initial Appearance Fee Disclosure

04/13/2010

Show Cause Hearing (9:00 AM) (Judicial Officer: Delaney, Kathleen E.)

Events: 03/29/2010 Order Granting

Hearing Re: Show Cause Why Liens Should Not Be Expunged (Jensen Enterprises Inc., Paramount Scaffold Inc., Carpets-N-More, Nedco Supply, Anthony Vizl/SWPPP Compliance Solutions LLC, Sacramento Insulation Contractors Inc., Eastridge Personnel of Las Vegas, Westward Ho LLC, Larry Methvin Installation Inc., Interstate Plumbing & Air Conditioning, S R Bray Corp Power Plus, Sunstate Equipment Company LLC, Sunstate Companies Inc., Towey Equipment Company Inc., Geotek Inc., Superior Traffic Services, Summit Sand & Gravel Inc., K & G Construction Inc., Tiberti Company, and Design Space Modular Buildings Inc.)

Matter Heard; Hearing Re: Show Cause Why Liens Should Not Be Expunged (Jensen Enterprises Inc., Paramount Scaffold Inc., Carpets-N-More, Nedco Supply, Anthony Vizl/SWPPP Compliance Solutions LLC, Sacramento Insulation Contractors Inc., Eastridge Personnel of Las Vegas, Westward Ho LLC, Larry Methvin Installation Inc., Interstate Plumbing & Air Conditioning, S R Bray Corp Power Plus, Sunstate Equipment Company LLC, Sunstate Companies Inc., Towey Equipment Company Inc., Geotek Inc., Superior Traffic Services, Summit Sand & Gravel Inc., K & G Construction Inc., Tiberti Company, and Design Space Modular Buildings Inc.)

Matter Heard

04/13/2010



All Pending Motions (9:00 AM) (Judicial Officer: Delaney, Kathleen E.)

Hearing Re: Show Cause Why Liens Should Not Be Expunged (Jensen Enterprises Inc., Paramount Scaffold Inc., Carpets-N-More, Nedco Supply, Anthony Vizl/SWPPP Compliance Solutions LLC, Sacramento Insulation Contractors Inc., Eastridge Personnel of Las Vegas, Westward Ho LLC, Larry Methvin Installation Inc., Interstate Plumbing & Air Conditioning, S R Bray Corp Power Plus, Sunstate Equipment Company LLC, Sunstate Companies Inc., Towey Equipment Company Inc., Geotek Inc., Superior Traffic Services, Summit Sand & Gravel Inc., K & G Construction Inc., Tiberti Company, and Design Space Modular Buildings Inc.)...Pltf. Atlas Construction Supply, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

Matter Heard; Hearing Re: Show Cause Why Liens Should Not Be Expunged (Jensen Enterprises Inc., Paramount Scaffold Inc., Carpets-N-More, Nedco Supply, Anthony Vizl/SWPPP Compliance Solutions LLC, Sacramento Insulation Contractors Inc., Eastridge Personnel of Las Vegas, Westward Ho LLC, Larry Methvin Installation Inc., Interstate Plumbing & Air Conditioning, S R Bray Corp Power Plus, Sunstate Equipment Company LLC, Sunstate Companies Inc., Towey Equipment Company Inc., Geotek Inc., Superior Traffic Services, Summit Sand & Gravel Inc., K & G Construction Inc., Tiberti Company, and Design Space Modular Buildings Inc.)...Pltf. Atlas Construction Supply, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

Matter Heard

04/13/2010



Affidavit of Service

Filed By: Plaintiff Apco Construction
Affidavit of Service

04/13/2010
















Affidavit of Service

Filed By: Plaintiff Apco Construction

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Affidavit of Service














04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service</i>
04/13/2010	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff Interstate Plumbing & Air Conditioning Inc <i>Initial Appearance Fee Disclosure</i>
04/13/2010	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff Sunstate Companies Inc <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
04/13/2010	 Notice of Appearance Party: Intervenor Plaintiff Sunstate Companies Inc <i>Notice of Appearance and Response to Order Granting Defendant Scott Financial Corporation's Application for Order to Show Cause</i>

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04/13/2010	 Answer and Counterclaim Filed By: Third Party Defendant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland <i>A587168 Answer to Cactus Rose's Statemant of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc's Counterclaim</i>
04/13/2010	 Answer and Counterclaim <i>A587168 Answer to Interstate Plumbing & Air Conditioning's Statemant of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc's Counterclaim</i>
04/14/2010	 Verification <i>Verification of Lien Claimant, Wiss, Janney, Elstner Associates, Inc.'s Response to Lenders' Standard Interrogatories to Lien Claimants</i>
04/14/2010	 Verification Filed by: Plaintiff Apco Construction <i>Verification of Scott Financial Corporation's Responses to Lien Claimant's Standard Interrogatories</i>
04/14/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service Re: Westward Ho, LLC</i>
04/14/2010	 Affidavit of Service Filed By: Plaintiff Apco Construction <i>Affidavit of Service Re: Jensen Enterprises, Inc.</i>
04/14/2010	 Receipt of Copy Filed by: Plaintiff Apco Construction <i>Receipt of Copy</i>
04/15/2010	 Answer to Counterclaim <i>Accuracy Glas & Mirror Company, Inc's Answer to Camco Pacific Construction Company's Counterclaim</i>
04/15/2010	 Answer to Counterclaim <i>Buchele, Inc's Answer to Camco Pacific Construction Company's Counterclaim</i>
04/15/2010	 Answer to Counterclaim <i>WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc's Counterclaim</i>
04/15/2010	 Answer to Counterclaim <i>Heinaman Contract Glazing's Answer to Camco Pacific Construction Company, Inc.'s Counterclaim</i>
04/15/2010	 Amended <i>E&E Fire Protection, LLC's Amended Notice of Pendency of Action</i>
04/15/2010	 Amended <i>Noorda Sheet Metal Company's Second Amended Notice of Pendency of Action</i>
04/15/2010	 Amended

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Professional Doors and Millworks, LLC's Amended Notice of Pendency of Action











04/15/2010	 Amended <i>The Pressure Grout Company's Amended Notice of Pendency of Action</i>
04/15/2010	 Amended <i>Dave Peterson Framing, Inc.'s Amended Notice of Pendency of Action</i>
04/15/2010	 Motion for Summary Judgment Filed By: Counter Defendant Fast Glass Inc <i>Lien Claimant Fast Glass, Inc.'s Motion for Summary Judgment Against Gemstone Development West, Inc.</i>
04/16/2010	 Statement of Facts Constituting Lien Filed By: Intervenor Plaintiff Sunstate Companies Inc <i>Sunstate Companies, Inc.'s Statement of Facts Constituting Lien</i>
04/19/2010	 Consent to Service By Electronic Means <i>Consent to Service by Electronic Means</i>
04/19/2010	 Notice Filed By: Consolidated Case Party HD Supply Waterworks LP; Counter Defendant HD Supply Waterworks LP <i>Notice to All Parties</i>
04/20/2010	 Stipulation and Order Filed by: Plaintiff Apco Construction <i>Stipulation and Order</i>
04/20/2010	 Stipulation and Order Filed by: Plaintiff Apco Construction <i>Stipulation and Order</i>
04/21/2010	 Answer to Third Party Complaint Filed By: Plaintiff Apco Construction <i>Answer to Harsco Corporation's Second Amended Complaint</i>
04/21/2010	 Order to Show Cause <i>Order to Show Cause</i>
04/21/2010	 Consent to Service By Electronic Means <i>Ahern Rentals, Inc's Consent to Service by Electronic Means</i>
04/21/2010	 Notice of Entry <i>Notice of Entry of Stipulation and Order</i>
04/21/2010	 Notice of Entry Filed By: Plaintiff Apco Construction <i>Notice of Entry of Stipulation and Order</i>
04/22/2010	 Miscellaneous Filing <i>Hydropressure Cleaning, Inc.'s Designation of Documents Supporting the Perfection of Lien, Commencement of Construciton and Lien Priority</i>

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04/22/2010	 Miscellaneous Filing <i>Custom Select Billing, Inc.'s Designation of Documents Supporting the Perfection of Lien, Commencement of Construction and Lien Priority</i>
04/22/2010	 Reply to Counterclaim <i>Selectbuild Nevada, Inc.'s Reply to Counterclaim of Camco Pacific Construction Company, Inc.</i>
04/23/2010	 Verification Filed by: Intervenor Tri-City Drywall Inc <i>Verification of Tri-City Drywall, Inc.'s Responses to Lenders' Standard Interrogatories to Lien Claimants</i>
04/23/2010	 Statement of Facts Constituting Lien Filed By: Intervenor Plaintiff S R Bray Corp <i>S.R. Bray Corp.'s Statement of Facts and Complaint in Intervention</i>
04/23/2010	 Statement Filed by: Intervenor Plaintiff SWPPP Compliance Solutions LLC <i>SWPPP Compliance Solutions, LLC's Statement of Facts and Complaint</i>
04/23/2010	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff S R Bray Corp <i>Initial Appearance Fee Disclosure</i>
04/26/2010	 Initial Appearance Fee Disclosure Filed By: Intervenor Plaintiff SWPPP Compliance Solutions LLC <i>Initial Appearance Fee Disclosure</i>
04/26/2010	 Answer to Third Party Complaint Filed By: Third Party Defendant Fidelity & Deposit Co Of Maryland <i>Answer to HD Supply & Waterworks' LPs Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Incs Counterclaim</i>
04/27/2010	 Stipulation and Order Filed by: Intervenor Cell Crete Fireproofing Of NV Inc <i>Stipulation and Order for Extension of Time</i>
04/27/2010	 Response Filed by: Intervenor Defendant Gemstone Development West Inc; Intervenor Defendant Edelstein, Alex <i>Defendant's Response to Order to Show Cause</i>
04/28/2010	 Answer and Counterclaim Filed By: Plaintiff Apco Construction <i>APCO Construction's Answer to Interstate Plumbing & Air Conditioning's Statement of Facts Constituting Notice of Lien and Complaint; Counterclaim and Cross-Claim</i>
04/28/2010	 Amended Answer Filed By: Third Party Defendant Camco Pacific Construction Co Inc <i>Camco's Amended Answer to HD Supply & Waterworks' LP's Statement of Facts Constituting Lien and Third Party-Complaint</i>
04/28/2010	 Stipulation and Order Filed by: Plaintiff Apco Construction


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Stipulation and Order Setting Aside Default Against HA Fabricators, Inc. on Counterclaim Asserted by APCO Construction

04/29/2010	 Notice of Change of Address Filed By: Counter Defendant Uintah Investments LLC <i>Notice of Change of Address</i>
04/29/2010	 Notice of Voluntary Dismissal With Prejudice Filed By: Intervenor Plaintiff Pape Material Handling <i>Notice of Voluntary Dismissal of Accuracy Glass & Mirror Company and Employers Mutual Casualty Company With Prejudice</i>
04/29/2010	Voluntary Dismissal (Judicial Officer: Delaney, Kathleen E.) Debtors: Accuracy Glass and Mirror Company Inc (Intervenor Defendant), Employers Mutual Casualty Company (Intervenor Defendant) Creditors: Pape Material Handling (Intervenor Plaintiff), Pape Rents (Doing Business As) Judgment: 04/29/2010, Docketed: 04/30/2010
04/30/2010	 Motion to Consolidate Filed By: Plaintiff Apco Construction <i>APCO Construction's Motion to Consolidate Case No. A-10-608717 with Pending Action</i>
05/03/2010	 Motion for Substitution (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 03/31/2010 Motion for Substitution <i>LIEN CLAIMAINT ARCH ALUMINUM AND GLASS COMPANY'S MOTION TO SUBSTITUTE PROPER PARTY PURSUANT TO NRCP 25</i> Granted; LIEN CLAIMAINT ARCH ALUMINUM AND GLASS COMPANY'S MOTION TO SUBSTITUTE PROPER PARTY PURSUANT TO NRCP 25 <i>Granted</i>
05/04/2010	 Notice of Entry of Order Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Notice of Entry of Order</i>
05/04/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Plaintiff Interstate Plumbing & Air Conditioning Inc <i>Interstate Plumbing & Air Conditioning, LLC's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/04/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Defendant Accuracy Glas & Mirror Company Inc <i>Accuracy Glass & Mirror Company, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/04/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant Bruin Painting Corporation <i>Bruin Painting Corporation's Motion for Partial Summary Judgment Against Gemstone Development West, Inc</i>
05/04/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Plaintiff Cactus Rose Construction Inc <i>Cactus Rose Construction, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/04/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant Buchele Inc

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Buchele, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/04/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Plaintiff S R Bray Corp <i>S.R. Bray Corp. D/B/A Power Plus' Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/04/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant Heinaman Contract Glazing <i>Heinaman Contract Glazing's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/04/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant HD Supply Waterworks LP <i>HD Supply Waterworks, LP's Motion for Summary Judgment Against Gemstone Development West, Inc.</i>
05/04/2010	 Order Filed By: Plaintiff Apco Construction <i>Order Partially Granting Plaintiff/Lien Claimant Ahern Rentals, Inc.'s Motion for Partial Summary Judgment Against Alex Edelstein Only</i>
05/04/2010	 Motion to Consolidate Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Defendant/Counterclaimant Camco Pacific Construction Inc. and Fidelity and Deposit Company of Maryland's Motion to Consolidate Case No. A09-606730 and Case No. A10-608718 With Pending Action</i>
05/04/2010	Summary Judgment (Judicial Officer: Delaney, Kathleen E.) Debtors: Alex Edelstein (Intervenor Defendant) Creditors: Ahern Rental Inc (Intervenor Plaintiff) Judgment: 05/04/2010, Docketed: 05/10/2010
05/05/2010	 Consent to Service By Electronic Means Filed By: Intervenor Insulpro Projects Inc <i>Consent to Service by Electronic Means</i>
05/05/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant WRG Design Inc <i>WRG Design Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/05/2010	 Motion for Partial Summary Judgment Filed By: Doing Business As Helix Electric <i>Helix Electric's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/05/2010	 Show Cause Hearing (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) 05/05/2010, 05/17/2010 Events: 04/19/2010 Notice 04/20/2010 Stipulation and Order 04/20/2010 Stipulation and Order <i>Hearing Re: Show Cause Why Default Judgment Should Not be Entered Against Gemstone Development West Inc. Pursuant to EDCR 7.60, for Failure to Give Reasonable Attention to Matters, and for Failure to Obtain New Counsel Pursuant to EDCR 7.42(b)</i> Matter Continued; Hearing Re: Show Cause Why Default Judgment Should Not be

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Entered Against Gemstone Development West Inc. Pursuant to EDCR 7.60, for Failure to Give Reasonable Attention to Matters, and for Failure to Obtain New Counsel Pursuant to EDCR 7.42(b)

Granted; Hearing Re: Show Cause Why Default Judgment Should Not be Entered Against Gemstone Development West Inc. Pursuant to EDCR 7.60, for Failure to Give Reasonable Attention to Matters, and for Failure to Obtain New Counsel Pursuant to EDCR 7.42(b)


Matter Continued; Hearing Re: Show Cause Why Default Judgment Should Not be Entered Against Gemstone Development West Inc. Pursuant to EDCR 7.60, for Failure to Give Reasonable Attention to Matters, and for Failure to Obtain New Counsel Pursuant to EDCR 7.42(b)

Granted; Hearing Re: Show Cause Why Default Judgment Should Not be Entered Against Gemstone Development West Inc. Pursuant to EDCR 7.60, for Failure to Give Reasonable Attention to Matters, and for Failure to Obtain New Counsel Pursuant to EDCR 7.42(b)

Matter Continued

05/06/2010	 Joinder To Motion Filed By: Intervenor EZA P C <i>EZA, P.C. dba Oz Architecture of Nevada, Inc.'s Joinder to Harsco Corporation's Motion for Partial Summary Judgment</i>
05/06/2010	 Joinder To Motion Filed By: Counter Defendant Patent Construction Systems <i>Patent Construction Systems, A Division of Harsco Corporation's Joinder to Harsco Corporation's Motion for Partial Summary Judgment</i>
05/06/2010	 Errata Filed By: Intervenor Defendant Accuracy Glas & Mirror Company Inc <i>Errata to Accuracy Glass & Mirror company, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/06/2010	 Errata Filed By: Doing Business As Helix Electric <i>Errata to Helix Electric's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/06/2010	 Errata Filed By: Consolidated Case Party HD Supply Waterworks LP <i>Errata to HD Supply Waterworks, LP's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/06/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Plaintiff SWPPP Compliance Solutions LLC <i>SWPP Compliance Solutions' Motion for Partial Summary Judgment against Gemstone Development West, Inc.</i>
05/06/2010	 Notice of Entry Filed By: Counter Defendant Atlas Construction Supply Inc <i>Notice of Entry of Findings of Fact, Conclusions of Law, and Partial Summary Judgment In Favor of Atlas Construction Supply, Inc. and Against Gemstone Development West, Inc.</i>
05/06/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Plaintiff Harsco Corporation <i>Harsco Corporation's Motion for Partial Summary Judgment</i>
05/07/2010	 Statement of Facts Constituting Lien Filed By: Intervenor Plaintiff S R Bray Corp <i>S.R. Bray Corp.'s Amended Statement of Facts and Complaint in Intervention</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

05/07/2010	 Notice of Lis Pendens Filed by: Intervenor Plaintiff S R Bray Corp <i>S.R. Bray Corp.'s Notice of Lis Pendens</i>
05/07/2010	 Opposition Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Fast Glass, Inc.'s Motion for Summary Judgment against Gemstone Development, West, Inc.</i>
05/08/2010	 Substitution of Attorney Filed by: Plaintiff Apco Construction <i>Substitution of Attorney A571228</i>
05/10/2010	 Notice of Lis Pendens Filed by: Intervenor Plaintiff SWPPP Compliance Solutions LLC <i>SWPP Compliance Solutions, LLC's Notice of Lis Pendens</i>
05/10/2010	 Statement of Facts Constituting Lien Filed By: Intervenor Plaintiff SWPPP Compliance Solutions LLC <i>SWPPP Compliance Solutions, LLC's Amended Statement of Facts and Complaint</i>
05/10/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant Renaissance Pools & Spas Inc <i>Renaissance Pools and Spas, Inc.'s Motion for Partial Summary Judgment</i>
05/10/2010	 Order Shortening Time <i>Application for Order Shortening Time for Hearings on Certain Motions for Partial Summary Judgment</i>
05/11/2010	 Ex Parte Motion for Enlargement of Time Filed By: Intervenor Plaintiff Harsco Corporation <i>Ex Parte Motion for Enlargement of Time to Serve Defendant Selin Cisneros and Petition for Service by Publication</i>
05/11/2010	 Order Granting Motion Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Order Granting Arch Aluminum & Glass Company's Motion to Substitute Proper Party Pursuant to NRCP 25</i>
05/12/2010	 Notice of Entry Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Notice of Entry of Order Granting Arch Aluminum & Glass Company's Motion to Substitute Proper Party Pursuant to NRCP 25</i>
05/13/2010	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Apco Construction <i>Notice of Entry of Stipulation and Order Setting Aside Default Against HA Fabricators, Inc. on Counterclaim Asserted by APCO Construction</i>
05/13/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Arch Aluminum And Glass, LLC's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

05/13/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Arch Aluminum and Glass, LLC's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/13/2010	 Order Filed By: Other PCI Group, LLC <i>Order Deconsolidating and Remanding Case No. A584960</i>
05/13/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant Selectbuild Nevada Inc <i>Selectbuild Nevada, Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West, Inc.</i>
05/13/2010	 Ex Parte Motion Filed By: Intervenor Plaintiff Harsco Corporation <i>Ex Parte Motion for Order Shortening Time Re: Harsco Corporatio's Motion for Partial Summary Judgment and Joinders Thereto</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Accuracy Glass & Mirror Company, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Bruin Painting Corporation's Motion for Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Buchelle, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Cactus Rose Construction, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to HD Supply Waterworks LP's Motion for Partial Summary Judgment West, Inc.</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Heinaman Contract Glazing's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Helix Elecric's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Opposition to Motion


DISTRICT COURT
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CASE NO. 08A571228

	Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Interstate Plumbing & Air Conditioning LLC's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to S.R. Bray Corp.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to SWPPP's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to WRG Design, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/14/2010	 Application Filed By: Counter Defendant Renaissance Pools & Spas Inc <i>Application for Order Shortening Time for Hearing on Renaissance Pools and Spas, Inc.'s Motion for Partial Summary Judgment (and Order Granting Application)</i>
05/17/2010	 Answer Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Answer to Interstate Plumbing & Air Conditioning's Statement of Facts Constituting Lien Claim</i>
05/17/2010	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 04/15/2010 Motion for Summary Judgment <i>Lien Claimant Fast Glass Inc.'s Motion for Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; Lien Claimant Fast Glass Inc.'s Motion for Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/04/2010 Motion for Partial Summary Judgment <i>Interstate Plumbing & Air Conditioning LLC's Motion for Partial Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; Interstate Plumbing & Air Conditioning LLC's Motion for Partial Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/04/2010 Motion for Partial Summary Judgment <i>Buchele Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; Buchele Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/04/2010 Motion for Partial Summary Judgment <i>Accuracy Glass & Mirror Company Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc.</i>

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	Granted in Part; Accuracy Glass & Mirror Company Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/04/2010 Motion for Partial Summary Judgment <i>Bruin Painting Corporation's Motion for Partial Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; Bruin Painting Corporation's Motion for Partial Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/04/2010 Motion for Partial Summary Judgment <i>Cactus Rose Construction Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; Cactus Rose Construction Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/04/2010 Motion for Partial Summary Judgment <i>S.R. Bray Corp's Motion for Partial Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; S.R. Bray Corp's Motion for Partial Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/04/2010 Motion for Partial Summary Judgment <i>Heinaman Contract Glazing's Motion for Partial Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; Heinaman Contract Glazing's Motion for Partial Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/04/2010 Motion for Partial Summary Judgment <i>HD Supply Waterworks LP's Motion for Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; HD Supply Waterworks LP's Motion for Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/05/2010 Motion for Partial Summary Judgment <i>WRG Design Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; WRG Design Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/05/2010 Motion for Partial Summary Judgment <i>Helix Electric's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>

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CASE NO. 08A571228

	Granted in Part; Helix Electric's Motion for Partial Summary Judgment Against Gemstone Development West, Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/06/2010 Motion for Partial Summary Judgment <i>Harsco Corporation's Motion for Partial Summary Judgment as to Causes of Action I, III, and IV Only</i> Granted in Part; Harsco Corporation's Motion for Partial Summary Judgment as to Causes of Action I, III, and IV Only <i>Granted in Part</i>
05/17/2010	Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/06/2010 Joinder To Motion <i>Patent Construction Systems' Joinder to Harsco Corporation's Motion for Partial Summary Judgment</i> Granted in Part; Harsco Corporation's Motion for Partial Summary Judgment as to Causes of Action I, III, and IV Only <i>Granted in Part</i>
05/17/2010	Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/06/2010 Joinder To Motion <i>EZA, P.C.'s Joinder to Harsco Corporation's Motion for Partial Summary Judgment</i> Granted in Part; EZA, P.C.'s Joinder to Harsco Corporation's Motion for Partial Summary Judgment <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/06/2010 Motion for Partial Summary Judgment <i>SWPP Compliance Solutions' Motion for Partial Summary Judgment against Gemstone Development West Inc.</i> Granted in Part; SWPP Compliance Solutions' Motion for Partial Summary Judgment against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/10/2010 Motion for Partial Summary Judgment <i>Renaissance Pools and Spas, Inc.'s Motion for Partial Summary Judgment</i> Granted in Part; Renaissance Pools and Spas, Inc.'s Motion for Partial Summary Judgment <i>Granted in Part</i>
05/17/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/13/2010 Motion for Partial Summary Judgment <i>Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Against Gemstone Development West Inc.</i> Granted in Part; Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Against Gemstone Development West Inc. <i>Granted in Part</i>
05/17/2010	CANCELED Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated - On In Error duplicate</i>
05/17/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Lien Claimant Fast Glass Inc.'s Motion for Summary Judgment Against Gemstone Development West Inc Interstate Plumbing & Air Conditioning LLC's Motion for Partial Summary Judgment Against Gemstone Development West Inc Buchele Inc.'s Motion for</i>

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Partial Summary Judgment Against Gemstone Development West Inc Accuracy Glass & Mirror Company Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc SWPP Compliance Solutions' Motion for Partial Summary Judgment against Gemstone Development West Inc Bruin Painting Corporation's Motion for Partial Summary Judgment Against Gemstone Development West Inc Cactus Rose Construction Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc HD Supply Waterworks LP's Motion for Summary Judgment Against Gemstone Development West Inc Heinaman Contract Glazing's Motion for Partial Summary Judgment Against Gemstone Development West Inc S.R. Bray Corp's Motion for Partial Summary Judgment Against Gemstone Develop

MINUTES

Status Check (06/16/2010 at 9:00 AM) (Judicial Officer: Delaney, Kathleen E.)

Status Check: Set Date Certain

Matter Heard

Matter Heard; Lien Claimant Fast Glass Inc.'s Motion for Summary Judgment Against Gemstone Development West Inc Interstate Plumbing & Air Conditioning LLC's Motion for Partial Summary Judgment Against Gemstone Development West Inc Buchele Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc Accuracy Glass & Mirror Company Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc SWPP Compliance Solutions' Motion for Partial Summary Judgment against Gemstone Development West Inc Bruin Painting Corporation's Motion for Partial Summary Judgment Against Gemstone Development West Inc Cactus Rose Construction Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc HD Supply Waterworks LP's Motion for Summary Judgment Against Gemstone Development West Inc Heinaman Contract Glazing's Motion for Partial Summary Judgment Against Gemstone Development West Inc S.R. Bray Corp's Motion for Partial Summary Judgment Against Gemstone Develop



Matter Heard

SCHEDULED HEARINGS

Status Check (06/16/2010 at 9:00 AM) (Judicial Officer: Delaney, Kathleen E.)

Status Check: Set Date Certain

Matter Heard

05/17/2010	 Opposition Filed By: Plaintiff Apco Construction <i>Limited Opposition to Motion to Consolidate Case No. A-10-608717 with Pending Action</i>
05/17/2010	 Answer Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Answer to Cactus Rose Construction's Statement of Facts Constituting Lien Claim</i>
05/18/2010	 Motion for Summary Judgment Filed By: Intervenor Custom Select Billing Inc <i>Custom Select Billings, Inc.'s Motion for Summary Judgment Against Defendant Gemstone Development West, Inc. or, Alternatively, Motion for Permanent Writ of Possession and for Certification of Final Judgment Pursuant to NRCP 54(B)</i>
05/18/2010	 Motion for Summary Judgment Filed By: Interpleader Hydropressure Cleaning Inc <i>Hydropressure Cleaning, Inc.'s Motion for Summary Judgment Against Defendant Gemstone Development West, Inc. and for Certification of Final Judgment Pursuant to NRCP 54(B)</i>
05/19/2010	 Document Filed Filed by: Counter Claimant Insulpro Projects Inc <i>Insulpro Projects, Inc.'s Designation of Documents Supporting The Perfection of Lien, Commencement of Construction and Lien Priority</i>

DISTRICT COURT
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CASE NO. 08A571228

05/20/2010	 Certificate of Service Filed by: Intervenor Custom Select Billing Inc <i>Certificate of Service of Custom Select Billing, Inc. s Motion for Summary Judgment Against Defendant Gemstone Development West, Inc. or, Alternatively, Motion for Permanent Writ of Possession and for Certification of Final Judgment Pursuant to Nrcp 54(B)</i>
05/20/2010	 Certificate of Service Filed by: Interpleader Hydropressure Cleaning Inc <i>Certificate of Service of Hydropressure Cleaning, Inc.s Motion for Summary Judgment Against Defendant Gemstone Development West, Inc. and for Certification of Final Judgment Pursuant to NRCP 54(B)</i>
05/21/2010	 Errata Filed By: Intervenor Defendant Accuracy Glas & Mirror Company Inc <i>Errata to SWPPP Compliance Solutions' Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/21/2010	 Errata Filed By: Intervenor Defendant Accuracy Glas & Mirror Company Inc <i>Errata to S.R. Bray Corp. d/b/a Power Plus' Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
05/21/2010	 Certificate of Mailing Filed By: Intervenor Plaintiff Harsco Corporation <i>Certificate of Mailing</i>
05/21/2010	 Opposition Filed By: Plaintiff Apco Construction <i>Limited Opposition to Camco Pacific Construction, Inc. and Fidelity and Deposit Company of Maryland's Motion to Consolidate Case No. A-09-606730 and Case No. A-10-608718 with Pending Action</i>
05/21/2010	 Order Granting Motion Filed By: Intervenor Plaintiff Harsco Corporation <i>Order Granting Harsco's Ex Parte Motion for Enlargement of Time to Serve Defendant Selina Cisneros and Petition for Service By Publication</i>
05/24/2010	 Miscellaneous Filing <i>Plaintiff HD Supply Construction Supply, L.P. d/b/a White Cap Construction Supply, Inc.'s Designation of Documents In Support of the Perfection of Lien, Commencement of Construction and Lien Priority</i>
05/25/2010	 Notice of Entry of Order Filed By: Other PCI Group, LLC <i>Notice of Entry of Order</i>
05/26/2010	 Order <i>Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaims, and Entering Default</i>
05/26/2010	 Certificate of Service Filed by: Intervenor Plaintiff SWPPP Compliance Solutions LLC <i>Certificate of Service</i>
05/28/2010	 Motion for Summary Judgment

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

Filed By: Counter Defendant Zitting Brothers Construction Inc
Zitting Brothers Construction, Inc.'s Motion for Summary Judgment Against Gemstone Development West, Inc. and for Certification of Final Judgment Pursuant to NRCP 54(B)


06/01/2010	 Stipulation and Order Filed by: Plaintiff Apco Construction <i>Stipulation and Order to Continue Hearing on APCO Construction's Motion to Consolidate Case No. A-10-608717 with Pending Action</i>
06/02/2010	 Notice of Entry Filed By: Plaintiff Apco Construction <i>Notice of Entry of Stipulation and Order to Continue Hearing on APCO Construction's Motion to Consolidate Case No. A-10-608717 with Pending Action</i>
06/03/2010	 Miscellaneous Filing Filed by: Intervenor Plaintiff Pape Material Handling <i>Pape Matrial Handling Designation of Documents Supporting Petrfection of Lien</i>
06/03/2010	 Miscellaneous Filing Filed by: Intervenor Steel Structures Inc <i>Steel Structures Designation of Documents Supporting Perfection of Lien</i>
06/03/2010	 Miscellaneous Filing Filed by: Intervenor Nevada Prefab Engineers Inc <i>Nevada Prefab Engineers Designation of Documents Supporting Perfection of Lien</i>
06/03/2010	 Stipulation and Order to Amend Filed By: Counter Claimant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland <i>Stipulation and Order For Leave For Camco Pacific Construction, Inc. To File An Amended Answer and Counterclaim To Nevada Prefab Engineers Second Amended Statement of Facts Constituting Lien and Complaint in Intervention</i>
06/08/2010	 Motion for Summary Judgment Filed By: Counter Defendant Atlas Construction Supply Inc <i>Atlas Construction Supply, Inc.'s Motion For Summary Judgment Regarding The Commencement Of Work And Priority Of Its Mechanic's Lien</i>
06/08/2010	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Notice of Entry of Stipulation and Order</i>
06/08/2010	 Amended Answer Filed By: Counter Claimant Camco Pacific Construction Co Inc; Intervenor Defendant Fidelity & Deposit Company Of Maryland <i>Second Amended Answer to Nevada Prefab Engineers' Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company's Counterclaim</i>
06/09/2010	 Miscellaneous Filing <i>Plaintiff, Wiss, Janney, Elstner Associates, Inc.'s Designation of Documents Supporting the Perfection of Lien, Commencement of Construction and Lien Priority</i>
06/10/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant Ferguson Fire and Fabrication Inc <i>Ferguson Fire & Fabrication, Inc's Motion for Partial Summary Judgment Regarding Perfection, Validity, and Priority of its Mechanic's Lien</i>

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06/10/2010	 Motion for Summary Judgment Filed By: Intervenor Plaintiff Las Vegas Pipeline LLC <i>Las Vegas Pipeline's Motion for Summary Judgment Against Gemstone Development West, Inc.</i>
06/10/2010	 Motion for Partial Summary Judgment Filed By: Counter Defendant Insulpro Projects Inc <i>Insulpro Project, Inc.'s Motion for Partial Summary Against Gemstone Development, Inc., Apco Construction and Camco Pacific Construction Co., Inc.</i>
06/10/2010	 Motion for Summary Judgment Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Plaintiff Ahern Rentals, Inc.'s (1) Motion for Summary Judgment Against Defendant Gemstone Development, LLC; (2) Renewed Motion for Summary Judgment as to Amounts Due Against Defendant Alex Edelstein; and 3) Motion for Default Judgment Against Gemstone Development West, Inc.</i>
06/10/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Cell Crete Fireproofing Of NV Inc <i>Lien Claimant/Plaintiff Cell Crete Fireproofing of Nevada, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc., on Issue of Lien Perfection</i>
06/10/2010	 Motion for Summary Judgment Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens</i>
06/10/2010	 Motion for Summary Judgment Filed By: Intervenor Tri-City Drywall Inc <i>Plaintiff-In-Intervention, Tri-City Drywall, Inc.'s Motion For Summary judgment Against Gemstone Development West, Inc.</i>
06/10/2010	 Memorandum of Costs and Disbursements <i>Graybar Electirc Company's Memorandum of Costs and Disbursements</i>
06/10/2010	 Notice of Dismissal Without Prejudice Filed By: Intervenor Plaintiff Northstar Concrete, Inc. <i>Northstar Concrete, Inc.'s Notice of Dismissal Without Prejudice as to Platte River Insurance Company Only</i>
06/10/2010	 Certificate of Service Filed by: Counter Defendant Atlas Construction Supply Inc <i>Certificate Of Service Of Notice Of Motion</i>
06/10/2010	Dismissal Pursuant to NRCP 41 (Judicial Officer: Delaney, Kathleen E.) Debtors: Platte River Insurance Company (Intervenor Defendant) Creditors: Northstar Concrete, Inc. (Intervenor Plaintiff) Judgment: 06/10/2010, Docketed: 06/16/2010
06/11/2010	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Selectbuild Nevada, Inc.'s Motion for Partial Summary Judgment against Defendant Gemstone Development West, Inc.</i>
06/11/2010	 Opposition to Motion For Summary Judgment


DISTRICT COURT
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Filed By: Defendant Scott Financial Corporation
Scott Financial Corporation's Opposition to Custom Select Billing, Inc.'s Motion for Summary Judgment Against Gemstone Development West, Inc. or, In the Alternative, Motion for Permanent Writ of Possession and for Certification of Final Judgment Pursuant to NRCP 54(b)

06/11/2010  Opposition to Motion For Summary Judgment
Filed By: Defendant Scott Financial Corporation
Scott Financial Corporation's Oppositoin to Hydropressure Cleaning, Inc.s Motion for Summary Against Gemstone Development West, Inc. and for Certification of Final Judgment Pursuant to NRCP 54(b)


06/11/2010  Notice of Hearing
Notice of Hearing On Plaintiff Ahern Rentals, Inc.'s 1) Motion for Summary Judgment Against Defendant Gemstone Development, LLC; 2) Renewed Motion for Summary Judgment as to Amounts Due Against Defendant Alex Edelstein; and 3) Motion for Default Judgment Against Gemstone Development West, Inc.


06/11/2010  Errata
Filed By: Defendant Scott Financial Corporation
Errata to Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens


06/14/2010  **Motion for Partial Summary Judgment (9:00 AM)** (Judicial Officer: Delaney, Kathleen E.)
06/14/2010, 06/16/2010, 07/27/2010
Events: 05/13/2010 Motion for Partial Summary Judgment
Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc.

MINUTES

Matter Continued; Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc.
Matter Continued; Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc.
Under Advisement;
Matter Continued; Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc.
Matter Continued; Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc.
Under Advisement;
Matter Continued; Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc.
Matter Continued; Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc.
Under Advisement;
Matter Continued







06/14/2010  Acceptance of Service
Acceptance of Service by Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland

06/15/2010  Supplement
Filed by: Defendant Scott Financial Corporation
Scott Financial Corporation's Omnibus Supplement to its Opposition to the Motions for Summary Judgment against Gemstone Development West, Inc.


06/16/2010  Notice of Hearing
Filed By: Defendant Scott Financial Corporation

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Amended Notice of Motion for Partial Summary Judgment as to Priority of Liens

06/16/2010	Motion to Consolidate (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 04/30/2010 Motion to Consolidate <i>Pltf. APCO Construction's Motion to Consolidate A608717 Into A571228</i> Granted; Pltf. APCO Construction's Motion to Consolidate A608717 Into A571228 <i>Granted</i>
06/16/2010	Motion to Consolidate (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/04/2010 Motion to Consolidate <i>Defendant/Counterclaimant Camco Pacific Construction Inc. and Fidelity and Deposit Company of Maryland's Motion to Consolidate Case No. A09-606730 and Case No. A10-608718 With Pending Action</i> Granted; Defendant/Counterclaimant Camco Pacific Construction Inc. and Fidelity and Deposit Company of Maryland's Motion to Consolidate Case No. A09-606730 and Case No. A10-608718 With Pending Action <i>Granted</i>
06/16/2010	Status Check (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Status Check: Set Date Certain</i> Matter Heard; Status Check: Set Date Certain <i>Matter Heard</i>
06/16/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Pltf. APCO Construction's Motion to Consolidate A608717 Into A571228...Defendant/Counterclaimant Camco Pacific Construction Inc. and Fidelity and Deposit Company of Maryland's Motion to Consolidate Case No. A09-606730 and Case No. A10-608718 With Pending Action...Status Check: Set Date Certain...Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc.</i> Matter Heard; Pltf. APCO Construction's Motion to Consolidate A608717 Into A571228...Defendant/Counterclaimant Camco Pacific Construction Inc. and Fidelity and Deposit Company of Maryland's Motion to Consolidate Case No. A09-606730 and Case No. A10-608718 With Pending Action...Status Check: Set Date Certain...Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc. <i>Matter Heard</i>
06/18/2010	 Notice of Change of Hearing Filed By: Counter Defendant Atlas Construction Supply Inc <i>Notice of Change of Hearing</i>
06/18/2010	 Findings of Fact, Conclusions of Law and Order Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Findings of Fact, Conclusions of Law and Order Granting, in Part, Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
06/18/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Regarding Priority Among Lien Claimants Order Shortening Time</i>
06/18/2010	 Application for Entry of Default Filed By: Counter Defendant Selectbuild Nevada Inc <i>Plaintiff/Lien Claimant Selectbuild Nevada, Inc.'s Application for Entry of Default Against Defendant Gemstone Development West, Inc.</i>
06/18/2010	 Affidavit in Support



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CASE NO. 08A571228

	Filed By: Counter Defendant Selectbuild Nevada Inc <i>Affidavit of Brian K. Walters in Support of Application for Default Against Defendant Gemstone Development West, Inc.</i>
06/18/2010	 Certificate of Mailing Filed By: Counter Defendant Ferguson Fire and Fabrication Inc <i>Certificate of Mailing</i>
06/18/2010	 Notice Filed By: Counter Defendant Zitting Brothers Construction Inc <i>Notice of Change of Address, Telephone Number and Facsimile Number</i>
06/18/2010	Partial Summary Judgment (Judicial Officer: Delaney, Kathleen E.) Debtors: Gemstone Development West Inc (Intervenor Defendant) Creditors: Arch Aluminum And Glass Co (Intervenor Plaintiff) Judgment: 06/18/2010, Docketed: 06/24/2010
06/21/2010	 Joinder to Motion For Partial Summary Judgment Filed By: Intervenor Plaintiff Harsco Corporation <i>Harsco Corporation, EZA, P.C., dba Oz Architecture of Nevada, and Patent Construction Systems, a Division of Harsco Corporation's Joinder to Apco's Motion for Summary Judgment on Priority</i>
06/21/2010	 Order Granting <i>Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West</i>
06/22/2010	 Joinder to Motion For Summary Judgment Filed By: Counter Defendant Atlas Construction Supply Inc <i>Atlas Construction Supply, Inc.'s Joinder To APCO's Motion For Summary Judgment On Priority</i>
06/22/2010	 Joinder To Motion Filed By: Intervenor Insulpro Projects Inc <i>Insulpro Projects, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority</i>
06/22/2010	 Order Granting Filed By: Defendant Scott Financial Corporation <i>Order Granting Scott Financial Corporation's Order to Show Cause</i>
06/22/2010	 Motion for Summary Judgment Filed By: Plaintiff Apco Construction <i>Apco's Motion for Summary Judgment on Priority</i>
06/23/2010	 Joinder to Motion For Summary Judgment Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Granite Construction Company's Joinder to APCO's Motion for Summary Judgment on Priority</i>
06/23/2010	 Affidavit of Publication <i>Affidavit of Publication</i>
06/23/2010	 Notice of Entry of Order Filed By: Intervenor Plaintiff SWPPP Compliance Solutions LLC <i>Notice of Entry of Joint Order Granting, In Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West</i>

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06/24/2010	 Joinder to Motion For Summary Judgment Filed By: Counter Defendant Ferguson Fire and Fabrication Inc <i>Ferguson Fire And Fabrication, Inc.'s Joinder To APCO's Motion For Summary Judgment On Priority</i>
06/24/2010	 Notice of Entry of Order Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Notice of Entry of Order</i>
06/24/2010	 Certificate of Service Filed by: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Certificate of Service of Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Regarding Priority Among Lien Claimants Order Shortening Time</i>
06/24/2010	 Notice of Entry of Order Filed By: Defendant Scott Financial Corporation <i>Notice of Entry of Order Granting Scott Financial Corporation's Order to Show Cause</i>
06/24/2010	 Joinder to Motion For Summary Judgment Filed By: Other HD Supply Construction Supply LP <i>Plaintiff/Lien Claimant HD Supply Construction Supply, L.P. d/b/a White Cap Construction Supply, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority</i>
06/25/2010	 Joinder to Motion For Summary Judgment Filed By: Counter Defendant Selectbuild Nevada Inc <i>Plaintiff/Lien Claimant Selectbuild Nevada, Inc.'s Joinder to Apco Construction's Motion for Summary Judgment on Priority</i>
06/25/2010	 Order Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Order Consolidating Cases A-10-608718 and A-10-606730 into Case Number A-08-571228</i>
06/28/2010	 Joinder to Motion For Summary Judgment Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Camco's Joinder to Apco's Motion for Summary Judgment on Priority</i>
06/28/2010	 Joinder to Motion For Summary Judgment Filed By: Intervenor Cell Crete Fireproofing Of NV Inc <i>Lien Claimant/Plaintiff Cellcrete Fireproofing of Nevada Inc.'s Joinder to Plaintiff Apco Construction Inc.'s Motion for Partial Summary Judgment on Lien Priority as against All Lender Parties</i>
06/28/2010	 Opposition to Motion Filed By: Intervenor Defendant Club Vista Financial Services LLC <i>Club Vista Financial Services, LLC, Tharaldson Motels II, Inc. and Gary D. Tharaldsons' Response to Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens</i>
06/28/2010	 Joinder To Motion Filed By: Intervenor Granite Construction Company <i>Granite Construction Company's Joinder to APCO and Scott Financial Corporation's Joint Motion for Continuation of Hearing on Motions for Summary Judgment on Priority on Order Shortening Time (First Request)</i>

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06/28/2010	 Notice of Entry of Order Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Notice of Entry of Order</i>
06/28/2010	 Opposition to Motion For Summary Judgment Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Camco's Opposition to Insulpro's Motion for Summary Judgment</i>
06/28/2010	 Joinder to Motion For Summary Judgment Filed By: Counter Defendant Fast Glass Inc <i>Fast Glass, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority</i>
06/28/2010	 Joinder to Motion For Summary Judgment Filed By: Intervenor Plaintiff Las Vegas Pipeline LLC <i>Las Vegas Pipeline's Joinder in Apco's Motion for Summary Judgment on Priority</i>
06/29/2010	 Joinder to Motion For Summary Judgment Filed By: Other Wiss, Janney, Elstner Associates, Inc. <i>Plaintiff, Wiss, Janney, Elstner Associates, Inc.'s Joinder to Apco's Motion for Summary Judgment on Priority</i>
06/29/2010	 Opposition to Motion For Summary Judgment Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Cell-Crete Fireproofing of Nevada, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
06/29/2010	 Opposition to Motion For Summary Judgment Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Ferguson Fire & Fabrication, Inc.'s Motion for Partial Summary Judgment Regarding Perfection, Validity, and Priority of its Mechanic's Lien</i>
06/29/2010	 Opposition to Motion For Summary Judgment Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Tri-City Drywall, Inc.'s Motion for Summary Judgment Against Gemstone Development West, Inc.</i>
06/29/2010	 Summons Filed by: Intervenor Plaintiff Cactus Rose Construction Inc <i>Summons - Civil</i>
06/29/2010	 Acceptance of Service Filed By: Intervenor Plaintiff Cactus Rose Construction Inc <i>Acceptance of Service by Scott Financial Corporation</i>
06/29/2010	 Summons Filed by: Intervenor Plaintiff Interstate Plumbing & Air Conditioning Inc <i>Summons - Civil</i>
06/29/2010	 Acceptance of Service Filed By: Intervenor Plaintiff Interstate Plumbing & Air Conditioning Inc <i>Acceptance of Service by Scott Financial Corporation</i>
06/29/2010	 Summons

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Filed by: Intervenor Plaintiff SWPPP Compliance Solutions LLC
Summons - Civil

06/29/2010	 Acceptance of Service Filed By: Intervenor Plaintiff SWPPP Compliance Solutions LLC <i>Acceptance of Service by Scott Financial Corporation</i>
06/29/2010	 Summons Filed by: Intervenor Plaintiff S R Bray Corp <i>Summons - Civil</i>
06/29/2010	 Acceptance of Service Filed By: Intervenor Plaintiff S R Bray Corp <i>Acceptance of Service by Scott Financial Corporation</i>
06/29/2010	 Opposition to Motion For Summary Judgment Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to Las Vegas Pipeline, LLC's Motion for Summary Judgment Against Gemstone Development West, Inc.</i>
06/29/2010	 Answer to Third Party Complaint Filed By: Counter Claimant Camco Pacific Construction Co Inc; Third Party Defendant Fidelity & Deposit Co Of Maryland <i>Camco's Answer to SWPPP's Amended Complaint</i>
07/01/2010	 Joinder to Opposition to Motion <i>Granite Construction Company's Joinder to APCO's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/01/2010	 Joinder to Opposition to Motion <i>Las Vegas Pipeline's Joinder in Apco's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/01/2010	 Joinder to Motion For Summary Judgment Filed By: Other Graybar Electric Company <i>Graybar Electric Company's Joinder to Apco's Motion for Summary Judgment on Priority</i>
07/01/2010	 Joinder to Motion For Summary Judgment Filed By: Intervenor Plaintiff Northstar Concrete, Inc. <i>Northstar Concrete, Inc.'s Joinder to Apco's Motion for Summary Judgment on Priority</i>
07/01/2010	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Apco Construction <i>APCO's Opposition to Scott Financial's Motion For Partial Summary Judgment as to Priority of Liens</i>
07/01/2010	 Stipulation and Order for Dismissal With Prejudice Filed By: Plaintiff Apco Construction <i>Stipulation and Order for Dismissal With Prejudice Of Claims Asserted By Select Build Nevada, Inc. Against APCO Construction</i>
07/01/2010	 Notice of Entry of Stipulation & Order for Dismissal Filed By: Plaintiff Apco Construction <i>Notice of Entry of Stipulation & Order for Dismissal with Prejudice of Claims Asserted by Select Build Nevada, Inc. Against APCO Construction</i>

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07/02/2010	 Response Filed by: Intervenor Defendant Club Vista Financial Services LLC <i>Club Vista Financial Services, LLC, Tharaldson Motels II, Inc. and Gary D. Tharaldsons' Response to APCO's Motion for Summary Judgment on Priority</i>
07/02/2010	 Order <i>Order Re-Setting Hearing Dates</i>
07/02/2010	 Reply to Motion Filed By: Intervenor Cell Crete Fireproofing Of NV Inc <i>Lien Claimant/Plaintiff Cellcrete Fireproofing of Nevada's Reply in Support of its Motion for Partial Summary Judgment against Gemstone Development West INC. on issue of Lien Perfection</i>
07/02/2010	 Joinder to Opposition to Motion <i>Lien Claimant/PLaintiff Cellcrete Fireproofing of Nevada's Joinder in Plaintiff Apco Construction Inc's Opposition to Defendant Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/02/2010	 Joinder to Motion For Summary Judgment Filed By: Intervenor E & E Fire Protectiong LLC <i>Dave Peterson Framing, Inc., E&E Fire Protection, LLC, Noorda Sheet Metal Company, the Pressure Grout Company and Professional Doors and Millworks, LLC's Notice of Joinder in Apco's Motion for Summary Judgment on Priority</i>
07/02/2010	 Reply <i>Reply to Scott's Opposition to Motions for Partial Summary Judgment Filed on Behlaf of All Lien Claimants</i>
07/02/2010	 Joinder to Motion For Partial Summary Judgment Filed By: Other Graybar Electric Company <i>Graybar Electric Company's, Tri-City Drywall, Inc.'s, and Northstar Concrete, Inc.'s Joinder in Apco's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/06/2010	 Reply Filed by: Counter Defendant Selectbuild Nevada Inc <i>Selectbuild Nevada, Inc's Reply Brief in Support of Motion for Partial Summary Judgment against Defendant Gemstone Development West, Inc.</i>
07/06/2010	 Brief Filed By: Intervenor Defendant Scott Financial Corporation <i>Defendant Scott Financial Corporation's Brief on Lender Standing to Dispute Mechanic's Lien Claims and Exclusivity of Remedy Set Forth in NRS 108.2275</i>
07/07/2010	 Joinder to Opposition to Motion Filed by: Counter Defendant Noord Sheet Metal Company <i>Dave Peterson Framing, Inc., E&e Fire Protection, Llc, Noorda Sheet Metal Company, the Pressure Grout Company and Professional Doors and Millworks, Llc s Notice of Joinder in Apco s Opposition to Scott Financial s Motion for Partial Summary Judgment as to Priority of Liens</i>
07/07/2010	 Counter-motion For Partial Summary Judgment Filed by: Plaintiff Apco Construction <i>APCO's Opposition to Insulpro Projects, Inc.'s Motion for Partial Summary Judgment</i>

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and Countermotion for Summary Judgment

07/07/2010	 Joinder to Opposition to Motion Filed by: Counter Defendant Selectbuild Nevada Inc <i>Plaintiff/Lien Claimant Selectbuild Nevada, Inc.'s Joinder to APCO Construction's Opposition to Scott Financial Corp.'s Motion for Partial Summary Judgment as to Priority of Liens</i>
07/08/2010	 Consent to Service By Electronic Means Filed By: Counter Defendant Steel Structures Inc <i>Steel Structures Consent to Service by Electronic Means</i>
07/08/2010	 Consent to Service By Electronic Means Filed By: Intervenor Nevada Prefab Engineers Inc <i>Nevada Prefab Consent to Service by Electronic Means</i>
07/08/2010	 Joinder to Opposition to Motion Filed by: Intervenor Plaintiff Harsco Corporation <i>Harsco Corporation, EZA, P.C. dba Oz Architecture of Nevada, and Patent Construction Systems, A Division of Harsco Corporation's Joinder to Apco's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/08/2010	 Joinder to Opposition to Motion Filed by: Other HD Supply Construction Supply LP <i>Plaintiff/Lien Claimant HD Supply Construction Supply, L.P. d/b/a White Cap Construction Supply, Inc.'s Joinder in APCO's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/08/2010	 Notice Filed By: Counter Defendant Fast Glass Inc <i>Fast Glass, Inc.'s Notice of Joinder in APCO's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/09/2010	 Order Granting Motion Filed By: Plaintiff Apco Construction <i>Order Granting Apco Construction's Motion to Consolidate Case No. A10-608717 with Pending Action</i>
07/09/2010	 Joinder Filed By: Other HD Supply Construction Supply LP <i>Plaintiff/Lien Claimant HD Supply Construction Supply, L.P. d/b/a White Cap Construction Supply, Inc.'s Joinder in APCO's Reply to Scott Financial's Motion for Partial Summary Judgment as to Priority Liens</i>
07/11/2010	 Reply to Opposition Filed by: Intervenor Insulpro Projects Inc <i>Insulpro Project, Inc.'s Reply to Camco's Opposition to Insulpro's Motion for Partial Summary Judgment</i>
07/11/2010	 Reply to Opposition Filed by: Intervenor Insulpro Projects Inc <i>Insulpro Project, Inc.'s Reply to Apco's Opposition to Insulpro's Motion for Partial Summary Judgment</i>
07/13/2010	 Notice of Entry of Order Filed By: Plaintiff Apco Construction

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Notice of Entry of Order Granting APCO Construction's Motion to Consolidate Case No. A-10-608717 with Pending Action

07/14/2010	 Notice Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Notice to Vacate and Continue Only the Hearing on Plaintiff Ahern Rentals, Inc.'s (1) Motion for Summary Judgment Against Defendant Gemstone Development, LLC (2) Renewed Motion for Summary Judgment as to Amounts Due Against Defendant Alex Edelstein; and (3) Motion for Default Judgment Against Gemstone Development West, Inc.</i>
07/16/2010	 Default Filed By: Intervenor Plaintiff Northstar Concrete, Inc. <i>Default on Defendant-In-Intervention Gemstone Development West, Inc.</i>
07/16/2010	 Default Filed By: Intervenor Plaintiff Northstar Concrete, Inc. <i>Default on Defendant-In-Intervention Concrete Visions, Inc.</i>
07/16/2010	 Joinder Filed By: Intervenor Steel Structures Inc <i>Steel Structures, Inc. and Nevada Prefab Engineers, Inc.'s Joinder to Apco Construction's Motion for Summary Judgment on Priority</i>
07/16/2010	 Joinder Filed By: Intervenor Steel Structures Inc <i>Steel Structures, Inc. and Nevada Prefab Engineers Inc.'s Joinder to Apco's Opposition to Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/19/2010	 Joinder Filed By: Counter Defendant Atlas Construction Supply Inc <i>Atlas Construction Supply, Inc.'s Joinder To APCO's Opposition To Scott Financial Corporation's Motion For Partial Summary Judgment As to Priority Of Liens</i>
07/19/2010	 Joinder Filed By: Counter Defendant Ferguson Fire and Fabrication Inc <i>Ferguson Fire And Fabrication, Inc.'s Joinder To APCO's Opposition To Scott Financial Corporation's Motion For Partial Summary Judgment As to Priority Of Liens</i>
07/19/2010	 Notice of Entry of Default Party: Intervenor Plaintiff Northstar Concrete, Inc. <i>Notice of Entry of Default on Defendant-In-Intervention Concrete Visions, Inc.</i>
07/19/2010	 Notice of Entry of Default Party: Intervenor Plaintiff Northstar Concrete, Inc. <i>Notice of Entry of Default on Defendant-In-Intervention Gemstone Development, Inc.</i>
07/19/2010	 Joinder to Motion For Summary Judgment Filed By: Counter Defendant Renaissance Pools & Spas Inc <i>Renaissance Pools And Spas s Joinder To Apco s Motion For Summary Judgment On Priority</i>
07/19/2010	 Answer to Amended Complaint Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Answer to S.R. Bray dba Power Plus' Amended Statement</i>

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of Facts and Complaint in Intervention

07/20/2010	 Reply in Support Filed By: Intervenor Custom Select Billing Inc <i>Custom Select Billing, Inc. s Reply in Support of Motion for Summary Judgment Against Defendant Gemstone Development West, Inc. or, Alternatively, Motion for Permanent Writ of Possession and for Certification of Final Judgment Pursuant to NRCP 54(b)</i>
07/20/2010	 Joinder to Opposition to Motion Filed by: Intervenor Custom Select Billing Inc <i>Custom Select Billing, Inc. s Joinder to APCO s Opposition to Scott Financial s Motion for Partial Summary Judgment as to Priority Lien and to APCO s Motion for Partial Summary Judgment on Priority</i>
07/20/2010	 Joinder to Opposition to Motion Filed by: Interpleader Hydropressure Cleaning Inc <i>Hydropressure Cleaning, Inc.'s Joinder to APCO's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority Lien and to APCO's Motion for Partial Summary Judgment on Priority</i>
07/20/2010	 Reply to Opposition Filed by: Plaintiff Apco Construction <i>APCO's Reply to Insulpro Projects, Inc.'s Opposition to APCO's Countermotion for Summary Judgment</i>
07/20/2010	 Reply Filed by: Counter Defendant Ferguson Fire and Fabrication Inc <i>Ferguson Fire & Fabrication, Inc.'s Reply In Support Of Motion For Partial Summary Judgment Regarding Perfection, Validity, And Priority Of Its Mechanic's Lien</i>
07/21/2010	 Reply in Support Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Reply Brief in Support of the Motion for Partial Summary Judgment as to Priority of Liens</i>
07/21/2010	 Joinder Filed By: Counter Defendant Zitting Brothers Construction Inc <i>Zitting Brothers Construction, Inc.'s Joinder to Reply to Scott Financial's Opposition to Motions for Parital Summary Judgment</i>
07/21/2010	 Joinder Filed By: Counter Defendant Zitting Brothers Construction Inc <i>Zitting Brothers Construction, Inc.'s Joinder to APCO's Opposition to Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/21/2010	 Memorandum of Costs and Disbursements Filed By: Intervenor Plaintiff Northstar Concrete, Inc. <i>Northstar Concrete, Inc.'s Memorandum of Costs and Disbursements</i>
07/21/2010	 Joinder to Opposition to Motion Filed by: Other Wiss, Janney, Elstner Associates, Inc. <i>Plaintiff, Wiss, Janney, Elstner Associates, Inc.'s Joinder to Apco's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/21/2010	 Reply in Support Filed By: Plaintiff Apco Construction

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Reply in Support of APCO's Motion for Summary Judgment on Priority

07/21/2010	 Joinder Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Arch Aluminum and Glass, LLC's Joinder to APCO's Opposition to Scott financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens</i>
07/22/2010	 Joinder to Opposition to Motion Filed by: Counter Defendant Renaissance Pools & Spas Inc <i>RENAISSANCE POOLS AND SPAS JOINDER TO APCO S OPPOSITION TO SCOTT FINANCIAL CORPORATION S MOTION FOR SUMMARY JUDGMENT ON PRIORITY</i>
07/22/2010	 Joinder to Motion For Partial Summary Judgment Filed By: Counter Defendant Zitting Brothers Construction Inc <i>Zitting Brothers Constructin, inc.'s Joinder to APCO Construction's Motion for Parital Summary Judgment as to Priority of Liens</i>
07/22/2010	 Joinder Filed By: Other The Masonry Group Nevada, Inc. <i>The Masonry Group Nevada, Inc's Joinjder to Apco's Opposition to Scott Financial Corporation's Motion for Priority and Joinder to Apco's Motion for Priority of Liens</i>
07/22/2010	 Response Filed by: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Arch Aluminum and Glass, LLC's Response to APCO's Motion for Summary Judgment on Priority</i>
07/23/2010	 Stipulation and Order Filed by: Intervenor Plaintiff Ahern Rental Inc <i>Stipulation and Order to Continue Ahern Rentals, Inc's : (1) Motion for Summary Judgment Against Defendant Gemstone Development, LLC; (2) Renewed Motion for Summary Judgment as to Amounts Due Against Defendant Alex Edelstein; and (3) Motion for Default Judgment Against Gemstone Development West, Inc.</i>
07/26/2010	 Reply to Counterclaim Filed by: Intervenor Nevada Prefab Engineers Inc <i>Nevada Prefab Engineers Reply to Camco Pacific Construction's Second Amended Answer and Counterclaim</i>
07/27/2010	 Supplement to Motion for Summary Judgment Filed by: Intervenor Cell Crete Fireproofing Of NV Inc <i>Lien Claimant/Plaintiff Cell-Crete Fireproofing of Nevada, Inc's First Supplement in Support of its Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
07/27/2010	CANCELED Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated - per Secretary</i> <i>Vacated on in error</i>
07/27/2010	CANCELED Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated - per Secretary</i> <i>Vacated on in error</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/18/2010 Motion for Summary Judgment <i>Custom Select Billings, Inc.'s Motion for Summary Judgment Against Defendant Gemstone Development West, Inc. or, Alternatively, Motion for Permanent Writ of Possession and for Certification of Final Judgment Pursuant to NRCP 54(B)</i>

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	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/18/2010 Motion for Summary Judgment <i>Hydropressure Cleaning, Inc.'s Motion for Summary Judgment Against Defendant Gemstone Development West, Inc. and for Certification of Final Judgment Pursuant to NRCP 54(B)</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 05/28/2010 Motion for Summary Judgment <i>Zitting Brothers Construction, Inc.'s Motion for Summary Judgment Against Gemstone Development West, Inc. and for Certification of Final Judgment Pursuant to NRCP 54(B)</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/08/2010 Motion for Summary Judgment <i>Atlas Construction Supply, Inc.'s Motion For Summary Judgment Regarding The Commencement Of Work And Priority Of Its Mechanic's Lien</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/10/2010 Motion for Partial Summary Judgment <i>Ferguson Fire & Fabrication, Inc's Motion for Partial Summary Judgment Regarding Perfection, Validity, and Priority of its Mechanic's Lien</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/10/2010 Motion for Partial Summary Judgment <i>Insulpro Projects, Inc.'s Motion for Partial Summary Against Gemstone Development, Inc., Apco Construction and Camco Pacific Construction Co., Inc.</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/10/2010 Motion for Partial Summary Judgment <i>Lien Claimant/Plaintiff Cell Crete Fireproofing of Nevada, Inc's Motion for Partial Summary Judgment Against Gemstone Development West Inc., on Issue of Lien Perfection</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/10/2010 Motion for Summary Judgment <i>Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens</i>

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	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/10/2010 Motion for Summary Judgment <i>Plaintiff-In-Intervention, Tri-City Drywall, Inc.'s Motion For Summary judgment Against Gemstone Development West, Inc.</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/10/2010 Motion for Summary Judgment <i>Las Vegas Pipeline's Motion for Summary Judgment Against Gemstone Development West, Inc.</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Partial Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/18/2010 Motion for Partial Summary Judgment <i>Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Regarding Priority Among Lien Claimants Order Shortening Time</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/21/2010 Joinder to Motion For Partial Summary Judgment <i>Harsco Corporation, EZA, P.C., dba Oz Architecture of Nevada, and Patent Construction Systems, a Division of Harsco Corporation's Joinder to Apco's Motion for Summary Judgment on Priority</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/22/2010 Motion for Summary Judgment <i>Apco's Motion for Summary Judgment on Priority</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/22/2010 Joinder to Motion For Summary Judgment <i>Atlas Construction Supply, Inc.'s Joinder To APCO's Motion For Summary Judgment On Priority</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/23/2010 Joinder to Motion For Summary Judgment <i>Granite Construction Company's Joinder to APCO's Motion for Summary Judgment on Priority</i>

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	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/24/2010 Joinder to Motion For Summary Judgment <i>Ferguson Fire And Fabrication, Inc.'s Joinder To APCO's Motion For Summary Judgment On Priority</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/25/2010 Joinder to Motion For Summary Judgment <i>Plaintiff/Lien Claimant Selectbuild Nevada, Inc.'s Joinder to Apco Construction's Motion for Summary Judgment on Priority</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/24/2010 Joinder to Motion For Summary Judgment <i>Plaintiff/Lien Claimant HD Supply Construction Supply, L.P. d/b/a White Cap Construction Supply, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/28/2010 Joinder to Motion For Summary Judgment <i>Fast Glass, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/28/2010 Joinder to Motion For Summary Judgment <i>Las Vegas Pipeline's Joinder in Apco's Motion for Summary Judgment on Priority</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/28/2010 Joinder to Motion For Summary Judgment <i>Camco's Joinder to Apco's Motion for Summary Judgment on Priority</i>
	MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/28/2010 Joinder to Motion For Summary Judgment <i>Lien Claimant/Plaintiff Cellcrete Fireproofing of Nevada Inc.'s Joinder to Plaintiff Apco Construction Inc.'s Motion for Partial Summary Judgment on Lien Priority as against All Lender Parties</i>
	MINUTES Under Advisement;

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	<i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/29/2010 Joinder to Motion For Summary Judgment <i>Plaintiff, Wiss, Janney, Elstner Associates, Inc.'s Joinder to Apco's Motion for Summary Judgment on Priority</i> MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 07/01/2010 Joinder to Motion For Summary Judgment <i>Graybar Electric Company's Joinder to Apco's Motion for Summary Judgment on Priority</i> MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 07/01/2010 Joinder to Motion For Summary Judgment <i>Northstar Concrete, Inc.'s Joinder to Apco's Motion for Summary Judgment on Priority</i> MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 07/02/2010 Joinder to Motion For Summary Judgment <i>Dave Peterson Framing, Inc., E&E Fire Protection, LLC, Noorda Sheet Metal Company, the Pressure Grout Company and Professional Doors and Millworks, LLC's Notice of Joinder in Apco's Motion for Summary Judgment on Priority</i> MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 07/19/2010 Joinder to Motion For Summary Judgment <i>Renaissance Pools And Spas s Joinder To Apco s Motion For Summary Judgment On Priority</i> MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Zitting Brothers Constructin, inc.'s Joinder to APCO Construction's Motion for Parital Summary Judgment as to Priority of Liens</i> MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 06/22/2010 Joinder To Motion <i>Insulpro Projects, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority</i> MINUTES Under Advisement; <i>Under Advisement</i>
07/27/2010	Joinder (10:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 07/16/2010 Joinder

DISTRICT COURT
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Steel Structures, Inc. and Nevada Prefab Engineers, Inc.'s Joinder to Apco Construction's Motion for Summary Judgment on Priority

MINUTES

Under Advisement;
Under Advisement

07/27/2010 **Opposition and Countermotion** (10:00 AM) (Judicial Officer: Delaney, Kathleen E.)
Events: 07/07/2010 Countermotion For Partial Summary Judgment
APCO's Opposition to Insulpro Projects, Inc.'s Motion for Partial Summary Judgment and Countermotion for Summary Judgment


MINUTES


Under Advisement;
Under Advisement


07/27/2010 **Status Check** (10:00 AM) (Judicial Officer: Delaney, Kathleen E.)
STATUS CHECK: PRIOR HEARINGS


MINUTES


Under Advisement;
Under Advisement


07/27/2010  **All Pending Motions** (10:00 AM) (Judicial Officer: Delaney, Kathleen E.)
Matter Heard;
Matter Heard

07/27/2010  Joinder to Opposition to Motion
Filed by: Counter Defendant Accuracy Glass & Mirror Company Inc
Joinder to Apco's Opposition to Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens

07/28/2010  Notice of Entry of Order
Filed By: Plaintiff Apco Construction
Notice of Entry of Order

07/28/2010  Motion to Associate Counsel
Filed By: Counter Claimant Club Vista Financial Services LLC
Layne K Morrill Esq












07/28/2010  Motion to Associate Counsel
Filed By: Counter Claimant Club Vista Financial Services LLC
Stephanie L Samuelson Esq

08/02/2010  Default
Filed By: Counter Defendant Selectbuild Nevada Inc
Lien Claimant/Plaintiff-in-Intervention Selectbuild Nevada, Inc.'s Default Against Defendant Gemstone Development West, Inc.

08/03/2010  Notice of Entry of Default
Party: Counter Defendant Selectbuild Nevada Inc
Lien Claimant/Plaintiff-in-Intervention Selectbuild Nevada, Inc.'s Notice of Entry of Default Against Defendant Gemstone Development West, Inc.









08/04/2010  Supplement
Filed by: Intervenor Insulpro Projects Inc
Insulpro Project, Inc.'s Supplemental Exhibit to Motion for Partial Summary Judgment

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08/04/2010	 Motion for Partial Summary Judgment Filed By: Intervenor E & E Fire Protectiong LLC <i>Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
08/04/2010	 Motion for Partial Summary Judgment Filed By: Intervenor Professional Doors & Millworks LLC <i>Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
08/10/2010	 Certificate of Mailing Filed By: Counter Defendant Noord Sheet Metal Company <i>Certificate of Service</i>
08/10/2010	 Certificate of Service Filed by: Counter Defendant Noord Sheet Metal Company <i>Certificate of Service</i>
08/10/2010	 Claim Filed By: Intervenor Granite Construction Company <i>Granite Construction Company's Statement of Claim</i>
08/18/2010	 Certificate Filed By: Plaintiff Apco Construction <i>Certificate of Mailing</i>
08/18/2010	 Certificate of Mailing <i>Certificate of Mailing</i>
08/19/2010	 Consent to Service By Electronic Means <i>Consent to Service by Electronic Means</i>
08/25/2010	 Release Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Release of Notice of Pendency of Action (Lis Pendens)</i>
08/30/2010	Motion to Associate Counsel (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 07/28/2010 Motion to Associate Counsel <i>Club Vista Financial Services, Tharaldson Motels ii Inc and Gary D. Tharaldsons Motion to Associate Counsel</i> Granted; <i>Granted</i>
08/30/2010	Motion to Associate Counsel (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 07/28/2010 Motion to Associate Counsel Granted; <i>Granted</i>
08/30/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Data Entry Error</i> <i>Data Entry Error</i> Matter Heard; <i>Matter Heard</i>
09/03/2010	 Opposition to Motion For Summary Judgment Filed By: Defendant Scott Financial Corporation <i>Scott Financial's Corporation's Opposition to E & E Fire Protections' Motion for Partial</i>










DISTRICT COURT
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Summary Judgment Against Genstone Development West, Inc.

09/08/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 08/04/2010 Motion for Partial Summary Judgment <i>E&E Fire Protection's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
09/08/2010	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 08/04/2010 Motion for Partial Summary Judgment <i>Professional Doors and Millworks' Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i>
09/08/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>E&E Fire Protection's Motion for Partial Summary Judgment Against Gemstone Development West, Inc...Professional Doors and Millworks' Motion for Partial Summary Judgment Against Gemstone Development West, Inc.</i> MINUTES Under Advisement; E&E Fire Protection's Motion for Partial Summary Judgment Against Gemstone Development West, Inc...Professional Doors and Millworks' Motion for Partial Summary Judgment Against Gemstone Development West, Inc. <i>Under Advisement</i>
09/15/2010	CANCELED Motion for Summary Judgment (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Vacated - per Stipulation and Order</i>
09/16/2010	 Stipulation and Order Filed by: Intervenor Plaintiff Ahern Rental Inc <i>Stipulation and Order to Vacate Ahern Rentals, Inc.'s: (1) Motion for Summary Judgment Against Defendant Gemstone Development, LLC; (2) Renewed Motion for Summary Judgment as to Amounts Due Against Defendant Alex Edelstein; and (3) Motion for Default Judgment Against Gemstone Development West, Inc.</i>
09/20/2010	 Order Filed By: Intervenor Defendant Club Vista Financial Services LLC <i>Order Admitting Stephanie L. Samuelson, Esq. To Practice</i>
09/20/2010	 Order Filed By: Intervenor Defendant Club Vista Financial Services LLC <i>Order Admitting Layne K. Morrill, Esq. To Practice</i>
09/23/2010	 Notice of Entry of Order Filed By: Intervenor Defendant Club Vista Financial Services LLC <i>Notice of Entry of Order</i>
09/23/2010	 Notice of Entry of Order Filed By: Intervenor Defendant Club Vista Financial Services LLC <i>Notice of Entry of Order</i>
09/23/2010	 Notice of Entry of Stipulation and Order Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Notice of Entry of Order</i>
09/30/2010	 Motion to Stay Filed By: Defendant Scott Financial Corporation

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Scott Financial Corporation's Motion to Stay Further Activity in This Case Until the Issue of Priority Issue Has Been Resolved

10/04/2010	 Notice of Hearing Filed By: Defendant Scott Financial Corporation <i>Notice of Hearing of Scott Financial Corporation's Motion to Stay Further Activity in This Case Until the Issue of Priority Issue Has Been Resolved</i>
10/11/2010	 Joinder Filed By: Counter Claimant Insulpro Projects Inc <i>Insulpro Projects Inc's Joinder to Scott Financial Corporation's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue Has Been Resolved</i>
10/15/2010	 Non Opposition Filed By: Plaintiff Apco Construction <i>Notice of APCO Construction's Non-Opposition to Scott Financial Corporation's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue has been Resolved</i>
10/15/2010	 Non Opposition Filed By: Intervenor Custom Select Billing Inc <i>Custom Select Billing, Inc.'s Non-Opposition to Scott Financial Corporation's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue has been Resolved</i>
10/15/2010	 Non Opposition Filed By: Interpleader Hydropressure Cleaning Inc <i>Hydropressure Cleaning, Inc.'s Non-Opposition to Scott Financial Corporation's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue has been Resolved</i>
10/20/2010	 Motion to Withdraw As Counsel Filed By: Other HA Fabricators Inc <i>Shumway Van & Hansen's Motion to Withdraw as Attorney of Record</i>
10/22/2010	 Certificate of Service Filed by: Other HA Fabricators Inc <i>Certificate of Service</i>
11/02/2010	Motion to Stay (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 09/30/2010 Motion to Stay <i>Scott Financial Corporation's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue has Been Resolved</i> Granted; <i>Granted</i>
11/02/2010	Joinder (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Insulpro Projects Inc's Joinder to Scott Financial Corporation's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue Has Been Resolved</i> Granted; <i>Granted</i>
11/02/2010	 All Pending Motions (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Matter Heard; <i>Matter Heard</i>
11/22/2010	 Order to Withdraw as Attorney of Record Filed by: Plaintiff Apco Construction <i>Order Granting Shumway Van & Hansen's Motion to Withdraw as Attorney of Record</i>

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11/22/2010	 Motion to Withdraw as Counsel (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Events: 10/20/2010 Motion to Withdraw As Counsel <i>Shumway Van & Hansen's Motion to Withdraw as Attorney of Record</i> Granted; Shumway, Van & Hansen, CHTD's Motion To Withdraw As Attorney Of Record for HA Fabricators, Inc. <i>Granted</i>
11/30/2010	 Notice of Entry of Order Filed By: Other HA Fabricators Inc <i>Notice of Entry of Order Granting Shumway Van & Hansen's Motion to Withdraw as Attorney of Record</i>
12/09/2010	 Status Conference (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) <i>Scheduling</i> Matter Heard; <i>Matter Heard</i>
12/13/2010	 Order Granting Motion Filed By: Defendant Scott Financial Corporation <i>Order Granting Scott Financial Corporation's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue has been Resolved</i>
12/14/2010	 Notice of Entry of Order Filed By: Defendant Scott Financial Corporation <i>Notice of Entry of Order Granting Scott Financial Corporaiton's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue Has Been Resolved</i>
01/04/2011	 Order <i>Order Granting Motion to Withdraw as Attorney of Record</i>
02/02/2011	 Notice of Compliance Party: Intervenor Insulpro Projects Inc <i>Insulpro Projects, Inc.'s Third Notice of Compliance</i>
02/02/2011	 Notice of Compliance Party: Intervenor Insulpro Projects Inc <i>Insulpro Projects, Inc.'s Fourth Notice of Compliance</i>
03/18/2011	 Change of Address Filed By: Counter Defendant Masonry Group Nevada Inc <i>Notice of Change of Address Effective April 11, 2011</i>
04/23/2011	 Stipulation and Order Filed by: Intervenor Insulpro Projects Inc <i>Stipulation and Order to Set Aside Lien Expungement of Insulpro Projects, Inc., d/b/a Sacramento Insulation Contrctors, Inc., for NOn-Appearance</i>
04/27/2011	 Notice of Entry of Stipulation and Order Filed By: Intervenor Insulpro Projects Inc <i>Notice of Entry of Stipulation and Order to Set Aside Lien Expungement of Insulpro Projects, Inc. D/b/a Sacaramento Insulation Contractors, Inc., for Non-Appearance</i>
05/11/2011	 Substitution of Attorney Filed by: Other Wiss, Janney, Elstner Associates, Inc. <i>Substitution of Attorneys</i>

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05/16/2011	 Substitution of Attorney Filed by: Other Wiss, Janney, Elstner Associates, Inc. <i>Substitution of Attorney</i>
06/24/2011	Case Reassigned to Department 29 <i>Case reassigned from Judge Kathleen E. Delaney</i>
06/29/2011	 Notice of Change of Firm Name Filed By: Intervenor Insulpro Projects Inc <i>Notice of Change of Firm Name</i>
08/29/2011	 Substitution of Attorney <i>Substitution of Attorney</i>
09/12/2011	 Notice of Dismissal Filed By: Other Graybar Electric Company <i>Notice of Dismissal</i>
09/12/2011	 Release of Lis Pendens Filed By: Other Graybar Electric Company <i>Release of Lis Pendens</i>
09/12/2011	Dismissal Pursuant to NRCP 41 (Judicial Officer: Scann, Susan) Debtors: Gemstone Development West Inc (Intervenor Defendant, Defendant) Creditors: Graybar Electric Company (Other) Judgment: 09/12/2011, Docketed: 09/26/2011
11/04/2011	 Certificate of Electronic Service Filed By: Plaintiff Apco Construction <i>Certificate of Service of APCO's Motion for Issuance of an Order on Priority on Order Shortening Time</i>
11/04/2011	 Ex Parte Order Filed By: Plaintiff Apco Construction <i>Ex Parte Application for Order Shortening Time on APCO Construction's Renewed Motion to Consolidate Case No. A579963</i>
11/04/2011	 Motion for Order Filed By: Plaintiff Apco Construction <i>APCO's Motion for Issuance of an Order on Priority on Order Shortening Time</i>
11/07/2011	 Notice of Non Opposition Filed By: Intervenor Granite Construction Company <i>Granite Construction Company's Notice of Non-Opposition to Apco's Motion for Issuance of an Order on Priority on an Order Shortening Time</i>
11/07/2011	 Joinder Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Arch Aluminum and Glass, LLC's Joinder in Apco's Renewed Motion to Consolidate Case No. A579963</i>
11/07/2011	 Joinder To Motion Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Arch Aluminum and Glass, LLC's Joinder in Apco's Motion for Issuance of an Order on</i>

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Priority on Order Shortening Time

11/07/2011	 Joinder Filed By: Other The Masonry Group Nevada, Inc. <i>The Masonry Group Nevada, Inc.'s Joinder to APCO's Renewed Motion to Consolidate Case No. A579963</i>
11/07/2011	 Joinder Filed By: Counter Defendant Masonry Group Nevada Inc <i>The Masonry Group Nevada, Inc.'s Joinder to APCO's Motion for Issuance of Order on Priority</i>
11/07/2011	 Joinder Filed By: Intervenor Insulpro Projects Inc <i>Insulpro Projects, Inc.'s Joinder in APCO's Motion for Issuance of an Order on Priority on Order Shortening Time</i>
11/07/2011	 Joinder Filed By: Other Wiss, Janney, Elstner Associates, Inc. <i>Wiss Janney Elstner Associates, Inc.'s Joinder In APCO's Motion For Issuance Of AN Order On Priority On Order Shortening Time</i>
11/07/2011	 Joinder Filed By: Other Wiss, Janney, Elstner Associates, Inc. <i>Wiss Janney Elstner Associates, Inc.'s Joinder In APCO's Renewed Motion To Consolidate Case No. A579963</i>
11/07/2011	 Motion to Consolidate Filed By: Plaintiff Apco Construction <i>APCO Construction's Renewed Motion to Consolidate Case No. A579963</i>
11/07/2011	 Joinder To Motion Filed By: Intervenor Defendant Gemstone Development West Inc <i>Hydropressure Cleaning, Inc.'s Joinder to APCO's Motion for Issuance of an Order on Priority on Order Shortening Time</i>
11/07/2011	 Joinder To Motion Filed By: Intervenor Custom Select Billing Inc <i>Custom Select Billing, Inc.'s Joinder to APCO's Motion for Issuance of an Order on Priority on Order Shortening Time</i>
11/07/2011	 Joinder To Motion Filed By: Counter Defendant Buchele Inc <i>Joinder to APCO's Renewed Motion to Consolidate Case No. A579963</i>
11/07/2011	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Defendant Scott Financial Corporation's Opposition to APCO Construction's Motion for Issuance of an Order on Priority on Order Shortening Time</i>
11/07/2011	 Joinder To Motion Filed By: Intervenor Tri-City Drywall Inc <i>Tri-City Drywall, Inc. and Northstar Concrete, Inc.'s Joinder in Apco's Motion for Issuance of an Order on Priority on Order Shortening Time</i>
11/07/2011	

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Joinder To Motion

Filed By: Intervenor Cell Crete Fireproofing Of NV Inc
Lien Claimant/Plaintiff Cell-Crete Fireproofing of Nevada, Inc.'s Joinder in Support of Plaintiff APCO Construction Inc.'s Motion for an Order of Priority on Order Shortening Time

11/07/2011



Joinder To Motion

Filed By: Interpleader Hydropressure Cleaning Inc
Hydropressure Cleaning, Inc.'s Joinder to APCO Construction's Renewed Motion to Consolidate Case No. A579963

11/07/2011



Joinder To Motion

Filed By: Intervenor Custom Select Billing Inc
Custom Select Billing, Inc.'s Joinder to APCO Construction's Renewed Motion to Consolidate Case No. A579963

11/08/2011



Joinder to Opposition to Motion

Filed by: Defendant Scott Financial Corporation
Joinder to Scott Financial Corporation and Bradley J. Scott's Opposition to APCO Construction's Motion to Consolidate Case No. A579963

11/08/2011



Joinder

Filed By: Counter Defendant Uintah Investments LLC
Unitah Investments, LLC dba Sierra Reinforcing's Joinder to APCO Construction's Motion for Issuance of an Order on Priority on Order Shortening Time

11/08/2011



Joinder

Filed By: Counter Defendant Zitting Brothers Construction Inc
Zitting Contruction, Inc.'s Joinder to APCO Construction's Motino for Issuance of an Order on Priority on Order Shortening Time

11/08/2011



Joinder

Filed By: Counter Defendant Atlas Construction Supply Inc
Atlas Construction Supply, Inc.'s Joinder To Apco's Motion For Issuance Of An Order On Priority On Order Shortening Time

11/08/2011



Joinder To Motion

Filed By: Intervenor Plaintiff Harsco Corporation
Harsco Corporation, EZA, P.c. dba OZ Architecture of Nevada, and Patent Construction Systems, a Division of Harsco Corporatio's Joinder to Apco's Motion for Issuance of an Order on Priority on Order Shortening Time

11/08/2011



Opposition

Filed By: Defendant Scott Financial Corporation
Opposition To APCO Construction's Renewed Motion To Consolidate Case No. A579963

11/08/2011



Joinder To Motion

Filed By: Counter Defendant Selectbuild Nevada Inc
SelectBuild Nevada, Inc.'s Joinder to APCO Construction's Motion for Issuance of an Order on Priority on Order Shortening Time

11/09/2011

Motion (9:00 AM) (Judicial Officer: Scann, Susan)





11/09/2011, 11/15/2011

APCO's Motion for Issuance of an Order on Priority on Order Shortening Time
Matter Continued;
Decision Made;
Matter Continued;

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	Decision Made; <i>Matter Continued</i>
11/09/2011	Motion to Consolidate (9:00 AM) (Judicial Officer: Scann, Susan) Events: 11/07/2011 Motion to Consolidate <i>APCO construction's Renewed Motion to consolidate Case No. A579963</i> Granted in Part; <i>Granted in Part</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) 11/09/2011, 11/15/2011 Events: 11/07/2011 Joinder To Motion <i>Hydropressure Cleaning, Inc.'s Joinder to APCO's Motion for Issuance of an Order on Priority on Order Shortening Time</i> Matter Continued; <i>Matter Continued</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) 11/09/2011, 11/15/2011 <i>Custom Select Billing, Inc.'s Joinder to APCO's Motion for Issuance of an Order on Priority on Order Shortening Time</i> Matter Continued; <i>Matter Continued</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) 11/09/2011, 11/15/2011 <i>Tri-City Drywall, Inc. and Northstar Concrete, Inc.'s Joinder in Apco's Motion for Issuance of an Order on Priority on Order Shortening Time</i> Matter Continued; <i>Matter Continued</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) 11/09/2011, 11/15/2011 <i>Lien Claimant/Plaintiff Cell-Crete Fireproofing of Nevada, Inc.'s Joinder in Support of Plaintiff APCO Construction Inc.'s Motion for an Order of Priority on Order Shortening Time</i> Matter Continued; <i>Matter Continued</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) 11/09/2011, 11/15/2011 <i>Arch Aluminum and Glass, LLC's Joinder in Apco's Motion for Issuance of an Order on Priority on Order Shortening Time</i> Matter Continued; <i>Matter Continued</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) 11/09/2011, 11/15/2011 <i>The Masonry Group Nevada, Inc.'s Joinder to APCO's Motion for Issuance of Order on Priority</i> Matter Continued; <i>Matter Continued</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) <i>Joinder to APCO's Renewed Motion to Consolidate Case No. A579963</i> Granted in Part; <i>Granted in Part</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) Events: 11/07/2011 Joinder To Motion <i>Custom Select Billing, Inc.'s Joinder to APCO Construction's Renewed Motion to Consolidate Case No. A579963</i>

DISTRICT COURT
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	Granted in Part; <i>Granted in Part</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) <i>Hydropressure Cleaning, Inc.'s Joinder to APCO Construction's Renewed Motion to Consolidate Case No. A579963</i> Granted in Part; <i>Granted in Part</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) <i>Arch Aluminum and Glass, LLC's Joinder in Apco's Renewed Motion to Consolidate Case No. A579963</i> Granted in Part; <i>Granted in Part</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) 11/09/2011, 11/15/2011 <i>Insulpro Projects, Inc.'s Joinder in APCO's Motion for Issuance of an Order on Priority on Order Shortening Time</i> Matter Continued; <i>Matter Continued</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) <i>The Masonry Group Nevada, Inc.'s Joinder to APCO's Renewed Motion to Consolidated</i> Granted in Part; <i>Granted in Part</i>
11/09/2011	 All Pending Motions (9:00 AM) (Judicial Officer: Scann, Susan) Matter Heard; <i>Matter Heard</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) <i>Wiss Janney Elstner Associates, Inc.'s Joinder In APCO's Motion For Issuance Of AN Order On Priority On Order Shortening Time</i>
11/09/2011	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) <i>Wiss Janney Elstner Associates, Inc.'s Joinder in APCO's Renewed Motion to Consolidate Case No. A579963</i>
11/11/2011	 Substitution of Attorney Filed by: Intervenor Defendant Club Vista Financial Services LLC <i>Substitution of Counsel</i>
11/11/2011	 Application for Default Judgment Party: Intervenor Plaintiff Ahern Rental Inc <i>Application for Judgment by Default Against Defendant Selina Cicneros</i>
11/14/2011	 Memorandum of Costs and Disbursements Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Memorandum of Costs and Disbursements</i>
11/15/2011	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Scann, Susan) <i>ZITTING BROTHERS CONSTRUCTION, INC'S MOTION FOR SUMMARY JUDGMENT</i>
11/15/2011	 All Pending Motions (10:00 AM) (Judicial Officer: Scann, Susan) <i>11/15/11</i> Matter Heard; <i>Matter Heard</i>

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11/21/2011	 Order Granting Motion Filed By: Plaintiff Apco Construction <i>Order Granting APCO Construction s Renewed Motion to Consolidate Case No A579963, In Part</i>
11/21/2011	 Findings of Fact, Conclusions of Law and Order Filed By: Plaintiff Apco Construction <i>Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority</i>
11/22/2011	 Notice of Entry of Order Filed By: Plaintiff Apco Construction <i>Notice of Entry of Order Granting APCO Construction's Renewed Motion to Consolidate Case No. A579963, In Part</i>
11/22/2011	 Notice of Entry of Order Filed By: Plaintiff Apco Construction <i>Notice of Entry of Findings of Fact, Conclusions of Law and Order Granting Apco Construction s Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation s Motion for Priority</i>
12/01/2011	 Mandatory Rule 16 Conference (9:30 AM) (Judicial Officer: Scann, Susan) Matter Heard; <i>Matter Heard</i>
12/12/2011	 Motion to Reconsider Filed By: Defendant Scott Financial Corporation <i>Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-Hearing</i>
12/13/2011	 Joinder To Motion Filed By: Defendant Scott Financial Corporation <i>Brad J. Scott's Joinder To Scott Financial Corporation's Motion For Reconsideration Or In The Alternative, Motion For Re-Hearing</i>
12/14/2011	 Change of Address Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Notice of Change of Address and Firm Affiliation</i>
12/14/2011	 Consent to Service By Electronic Means Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Camco Pacific Construction Co., Inc.'s Consent to Service by Electronic Means</i>
12/15/2011	 Notice of Hearing Filed By: Defendant Scott Financial Corporation <i>Notice of Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-Hearing</i>
12/16/2011	 Answer Filed By: Intervenor Defendant Edelstein, Alex <i>Defendant Alexander Edelstein's Answer to Ready Mix Inc.'s First Amended Complaint</i>

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12/19/2011	 Initial Appearance Fee Disclosure Filed By: Intervenor Defendant Edelstein, Alex <i>Initial Appearance Fee Disclosure</i>
12/21/2011	 Order Filed By: Plaintiff Apco Construction <i>Order Lifting Stay of any Further Activity in this Case</i>
12/21/2011	 Case Management Order Filed By: Plaintiff Apco Construction <i>Second Amended Case Agenda Dates and Deadlines</i>
12/23/2011	 Stipulation and Order Filed by: Intervenor Defendant Edelstein, Alex <i>Stipulation and Order for Dismissal with Prejudice</i>
12/23/2011	Order of Dismissal With Prejudice (Judicial Officer: Scann, Susan) Debtors: HD Supply Construction Supply LP (Other) Creditors: Alexander Edelstein (Defendant), Alex Edelstein (Intervenor Defendant) Judgment: 12/23/2011, Docketed: 01/05/2012
12/27/2011	 Notice of Entry Filed By: Intervenor Defendant Edelstein, Alex <i>Notice of Entry of Stipulation and Order for Dismissal with Prejudice</i>
12/27/2011	 Notice of Entry of Order Filed By: Plaintiff Apco Construction <i>Notice of Entry of Order Lifting Stay of any Further Activity in this Case</i>
12/30/2011	 Opposition to Motion Filed By: Plaintiff Apco Construction <i>APCO Construction's Opposition to Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-Hearing</i>
01/03/2012	 Joinder to Opposition to Motion Filed by: Intervenor Steel Structures Inc <i>Steel Structures, Inc.'s and Nevada Prefab Engineers, Inc.'s Joinder to Opposition Filed by APCO Construction in Response to Motion for Reconsideration Filed by Scott Financial Corporation</i>
01/03/2012	 Opposition Filed By: Intervenor Insulpro Projects Inc <i>Opposition to Defendant Scott Financial Corporation's Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting Apco Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative Motion for Rehearing</i>
01/04/2012	 Joinder Filed By: Intervenor Granite Construction Company <i>Granite Construction Company's Joinder to Apco's Opposition to Scott Financial Corporation's Motion for Reconsideration</i>
01/04/2012	 Joinder

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Filed By: Counter Defendant Zitting Brothers Construction Inc
Plaintiff Zitting Brothers Construction, Inc.'s Joinder to APCO Construction's Opposition to Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for Rehearing

01/04/2012  Joinder To Motion

Filed By: Intervenor Plaintiff Northstar Concrete, Inc.
Tri-City Drywall, Inc. and Northstar Concrete, Inc.'s Joinder in Apco Construction's Opposition to Motion for Reconsideration of Findings of Facts, Conclusions of Law and Order Granting Apco Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-hearing

01/04/2012  Joinder To Motion


Filed By: Intervenor Plaintiff Tri-City Drywall Inc
Tri-City Drywall, Inc. and Northstar Concrete, Inc.'s Joinder in Apco Construction's Opposition to Motion for Reconsideration of Findings of Facts, Conclusions of Law and Order Granting Apco Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-hearing

01/04/2012  Joinder to Opposition to Motion

Filed by: Intervenor Cell Crete Fireproofing Of NV Inc
Lien Claimant/Plaintiff Cell-Crete Fireproofing of Nevada, Inc.'s Joinder in Support of Plaintiff Apco Construction, Inc.'s Opposition to Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting Apco Construction's Motion for Summary Judgment on Lien Property and Denying Scott Financial Corporation's Motion for Priority or in the Alternative Motion for Hearing

01/04/2012  Joinder

Filed By: Counter Defendant Atlas Construction Supply Inc
Atlas Construction Supply, Inc.'s Joinder To APCO's Opposition To Scott Financial Corporation's Motion For Reconsideration

01/04/2012  Joinder to Opposition to Motion

Filed by: Intervenor Plaintiff Las Vegas Pipeline LLC
Las Vegas Pipeline's Joinder in APCO Construction's Opposition to Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for Rehearing

01/05/2012  Joinder

Filed By: Intervenor Plaintiff Harsco Corporation
Harsco Corporation, EZA, P.C. dba OZ Architecture of Nevada and Patent Construction Systems, a Division of Harsco Corporation's Joinder to APCO Construction's Opposition to Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority of in the Alternative, Motion for Rehearing

01/05/2012  Joinder to Opposition to Motion









Filed by: Intervenor Plaintiff Interstate Plumbing & Air Conditioning Inc
Joinder to APCO's Opposition to Scott Financial Corporation's Motion for Reconsideration

01/06/2012  Substitution of Attorney

Filed by: Counter Defendant Selectbuild Nevada Inc










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Substitution of Counsel


01/06/2012	 Joinder Filed By: Other Wiss, Janney, Elstner Associates, Inc. <i>Wiss Janney Elstner Assocites, Inc.'s Joinder To APCO Construction's Opposition To Motion For Reconsideration Of Findings Of Fact, Conclusions Of Law And Order Granting APCO Construction's Motion For Summary Judgment On Priority; And Denying Scott Financial Corporation's Motion For Priority Or, In The Alternative, Motion For Rehearing</i>
01/06/2012	 Joinder to Opposition to Motion Filed by: Plaintiff Apco Construction <i>APCO Construction's Joinder to Insulpro Projects, Inc.'s Opposition to Scott Financial Corporation's Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-Hearing</i>
01/06/2012	 Joinder to Opposition to Motion Filed by: Intervenor Custom Select Billing Inc <i>Custom Select Billing, Inc.'s Joinder to APCO Construction's and Insulpro Projects, Inc.'s Oppositions to Scott Financial Corporation's Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-Hearing</i>
01/06/2012	 Joinder to Opposition to Motion Filed by: Interpleader Hydropressure Cleaning Inc <i>Hydropressure Cleaning, Inc.'s Joinder to APCO Construction's and Insulpro Projects, Inc.'s Oppositions to Scott Financial Corporation's Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-Hearing</i>
01/09/2012	 Joinder to Opposition to Motion Filed by: Counter Defendant Uintah Investments LLC <i>Unitah Investments, LLC, dba Sierra Reinforcing's Joinder to APCO Construction, Inc.'s Opposition to Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construcion, Inc.'s Motion for Summary Judgment on Lien Priority adn Denying Scott Financial Corporation's Motion for Priority or in the Alternative Motion for Hearing</i>
01/09/2012	 Joinder Filed By: Other The Masonry Group Nevada, Inc. <i>The Masonry Group Nevada, Inc.'s Joinder to Apco Construction's Opposition to Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting Apco Construction's Motion for Summary judgment on Priority; and Denying Scott Financial Corporation's Motino for Priority or in the Alternative, Motion for a Re-Hearing</i>
01/10/2012	 Joinder Filed By: Counter Defendant Zitting Brothers Construction Inc <i>Zitting Brothers Construction, Inc.'s Joinder to Insulpro Projects, Inc.s Opposition to Defendant Scott Financial Corporation's Motion for Reconisderation of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for Re-Hearing</i>
01/11/2012	 Joinder to Opposition to Motion Filed by: Intervenor Plaintiff Arch Aluminum And Glass Co

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Arch Aluminum and Glass, LLC's Joinder in APCO's Opposition to Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Rehearing

01/11/2012	 Substitution of Attorney Filed by: Counter Defendant Bank of Oklahoma NA <i>Notice of Substitution of Attorneys for Plaintiff/Counter-Defendant United Subcontractors, Inc. dba Skyline Insulation</i>
01/11/2012	 Status Check (10:00 AM) (Judicial Officer: Scann, Susan) 01/11/2012, 02/15/2012 <i>STATUS CHECK: PARTIES WITH MATTERS UNDER SUBMISSION</i> Matter Continued; Matter Heard; Matter Continued; Matter Heard; <i>Matter Continued</i>
01/12/2012	 Motion to Dismiss Filed By: Intervenor Defendant Edelstein, Alex <i>Defendant Alexander Edelstein's Motion to Dismiss</i>
01/12/2012	 Reply to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporaiton's Reply in Support of Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-Hearing</i>
01/12/2012	 Joinder to Opposition to Motion Filed by: Intervenor E & E Fire Protectiong LLC <i>E&E Fire Protection, LLC, Noorda Sheet Metal Company, The Pressure Grout Company and Professional Doors and Millworks, LLC's Notice of Joinder in Apco Construction's and Insulpro Projects, Inc.'s Respective Opposition to Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting Apco Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-hearing</i>
01/12/2012	 Statement Filed by: Plaintiff Apco Construction <i>United Subcontractors, Inc. dba Skyline Insulation's Statement of Claims</i>
01/13/2012	 Statement Filed by: Counter Defendant Ready Mix Inc <i>Ready Mix, Inc.'s Statement Of Claim</i>
01/13/2012	 Joinder to Opposition to Motion Filed by: Counter Defendant Selectbuild Nevada Inc <i>Selectbuild Nevada, Inc.'s Joinder to Apco Construction and Insulpro Projects, Inc.'s Oppositions to Scott Financial Corporation's Motion for Reconsideration of Findings of Fact, Conclusions of Law and order Granting Apco Construction's Motion for Summary Judgment on Priority and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for Rehearing</i>
01/18/2012	 Statement Filed by: Counter Claimant Insulpro Projects Inc <i>Insulpro Projects, Inc.'s Statement of Claim</i>

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01/19/2012	 Notice of Hearing Filed By: Defendant Scott Financial Corporation <i>Notice of Hearing on Motion For Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment and Denying Scott Financial Corporaiton's Motion for Priority or in the Aleternative, Motion for a Re-Hearing</i>
01/25/2012	Motion For Reconsideration (9:00 AM) (Judicial Officer: Scann, Susan) Events: 12/12/2011 Motion to Reconsider <i>Defendant's Motion for Reconsideration of Findings of Fact, Conclusions of Law and Order Granting APCO Construction's Motion for Summary Judgment on Priority; and Denying Scott Financial Corporation's Motion for Priority or in the Alternative, Motion for a Re-Hearing</i>
01/25/2012	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) <i>Brad J. Scott's Joinder To Scott Financial Corporation's Motion For Reconsideration Or In The Alternative, Motion For Re-Hearing</i>
01/25/2012	 All Pending Motions (9:00 AM) (Judicial Officer: Scann, Susan) Matter Heard; <i>Matter Heard</i>
01/31/2012	 Notice Filed By: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Notice of Name Change</i>
01/31/2012	 Affidavit Filed By: Intervenor Plaintiff Las Vegas Pipeline LLC <i>Affidavit of Attorneys Fees</i>
01/31/2012	 Memorandum of Costs and Disbursements Filed By: Intervenor Plaintiff Las Vegas Pipeline LLC <i>Memorandum of Costs and Disbursements</i>
02/01/2012	 Hearing (9:00 AM) (Judicial Officer: Scann, Susan) <i>HEARING: COURT'S DECISIION</i> Decision Made; <i>Decision Made</i>
02/01/2012	 Certificate of Service Filed by: Intervenor Defendant Edelstein, Alex <i>Certificate of Service</i>
02/01/2012	 Certificate of Service Filed by: Intervenor Defendant Edelstein, Alex <i>Certificate of Service</i>
02/06/2012	 Motion for Partial Summary Judgment Filed By: Intervenor Steel Structures Inc <i>Steel Structures, Inc.'s Motion for Partial Summary Judgment</i>
02/06/2012	 Motion for Partial Summary Judgment Filed By: Intervenor Nevada Prefab Engineers Inc <i>Nevada Prefab Engineers, Inc.'s Motion for Partial Summary Judgment</i>

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02/14/2012	 Business Court Order <i>Amended Business Court Scheduling Order Re-Setting Civil Jury Trial, Pre-Trial Conference And Calendar Call</i>
02/14/2012	 Substitution of Attorney Filed by: Counter Defendant Fast Glass Inc <i>Substitution of Counsel</i>
02/14/2012	 Transcript of Proceedings Party: Plaintiff Apco Construction <i>Transcript of Proceedings: Motions</i>
02/15/2012	 Supplement Filed by: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens</i>
02/17/2012	 Motion to Intervene Party: Intervenor National Wood Products, Inc.'s <i>National Wood Products Incs Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support thereof</i>
02/17/2012	 Declaration Filed By: Intervenor National Wood Products, Inc.'s <i>Declaration of S Judy Hirahara in Support of National Wood Products Incs Motion to Intervene Filed Concurrently herewith</i>
02/28/2012	 Affidavit in Support Filed By: Intervenor Plaintiff Ahern Rental Inc <i>Supplemental Affidavit of Matthew W. Treu in Support of Plaintiff Ahern Rental, Inc.'s Claim for Attorney's Fees</i>
03/05/2012	 Order Shortening Time Filed By: Plaintiff Apco Construction <i>APCO's Objection to and Motion to Strike Scott Financial's Supplement to Motion for Summary Judgment as to Priority of Liens, Filed February 25, 2012, and Request for Order Shortening Time</i>
03/06/2012	 Opposition to Motion Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Opposition to APCO's Objection and Motion to Strike Scott's Supplement to Motion for Summary Judgment on Order Shortening Time</i>
03/06/2012	 Joinder Filed By: Intervenor Steel Structures Inc <i>Joinder to APCO's Objection and Motion to Strike Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens, Filed February 15, 2012, and Request for Order Shortening Time</i>
03/06/2012	 Opposition to Motion to Dismiss Filed By: Counter Claimant Camco Pacific Construction Co Inc <i>Camco's Limited Opposition to Alexander Edelstein's Motion to Dismiss</i>
03/06/2012	 Joinder Filed By: Counter Defendant Zitting Brothers Construction Inc

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Zitting Brothers Construction, Inc.'s Joinder to APCO Construction's Objection to and Motion to Strike Scott Financial's Supplement to Motion for Summary Judgment as to Priority of Liens, Filed February 15, 2012, and Request for Order Shortening Time

03/06/2012	 Certificate of Mailing Filed By: Intervenor National Wood Products, Inc.'s <i>Certificate of Mailing Declaration of S Judy Hirahara in Support of National Wood Products Incs Motion to Intervene filed Concurrently herewith</i>
03/06/2012	 Certificate of Mailing Filed By: Intervenor National Wood Products, Inc.'s <i>Certificate of Mailing National Wood Products Incs Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support thereof</i>
03/06/2012	 Joinder Filed By: Counter Defendant Interstate Plumbing & Air Conditioning <i>Joinder to APCO's Objection to and Motion to Strike Scott Financial's Supplement to Motion for Summary Judgment as to Priority of Liens, filed February 15, 2012, and Request for Order Shortening Time</i>
03/06/2012	 Joinder Filed By: Intervenor Granite Construction Company <i>Granite Construction Company's Joinder to APCO's Objection to and Motion to Strike Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens, Filed February 15, 2012, and Request for Order Shortening Time</i>
03/07/2012	Motion to Dismiss (9:00 AM) (Judicial Officer: Scann, Susan) <i>Defendant Alexander Edelstein's Motion to Dismiss</i> Granted Without Prejudice; <i>Granted Without Prejudice</i>
03/07/2012	Objection (9:00 AM) (Judicial Officer: Scann, Susan) <i>APCO's Objection to and Motion to Strike Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens, Filed February 15, 2012, and Request for Order Shortening Time</i> Denied; <i>Denied</i>
03/07/2012	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) <i>Joinder to APCO's Objection to and Motion to Strike Scott Financial's Supplement to Motion for Summary Judgment as to Priority of Liens, filed February 15, 2012, and Request for Order Shortening Time</i> Denied; <i>Denied</i>
03/07/2012	Joinder (9:00 AM) (Judicial Officer: Scann, Susan) <i>Granite Construction Company's Joinder to APCO's Objection to and Motion to Strike Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens, Filed February 15, 2012, and Request for Order Shortening Time</i> Denied; <i>Denied</i>
03/07/2012	 All Pending Motions (9:00 AM) (Judicial Officer: Scann, Susan) Matter Heard; <i>Matter Heard</i>
03/07/2012	 Order Granting Motion Filed By: Intervenor Defendant Edelstein, Alex <i>Order Granting Defendant Alexander Edelstein's Motion to Dismiss</i>

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03/07/2012	 Joinder Filed By: Intervenor Plaintiff Harsco Corporation <i>Harsco Corporation, EZA, P.C. dba OZ Architecture of Nevada, and Patent Construction Systems, A Division of Harsco Corporation's Joinder to APCO's Objection to and Motion to Strike Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens, filed February 15, 2012</i>
03/07/2012	 Notice of Entry Filed By: Intervenor Defendant Edelstein, Alex <i>Notice of Entry of Order Granting Defendant Alexander Edelstein's Motion to Dismiss</i>
03/07/2012	Order of Dismissal Without Prejudice (Judicial Officer: Scann, Susan) Debtors: Camco Pacific Construction Co Inc (Intervenor Plaintiff) Creditors: Alex Edelstein (Intervenor Defendant) Judgment: 03/07/2012, Docketed: 03/23/2012
03/14/2012	 Notice of Rescheduling Filed By: Plaintiff Apco Construction <i>Rescheduling Hearing</i>
03/14/2012	 Amended Certificate of Service Party: Intervenor National Wood Products, Inc.'s <i>First Amended Certificate of Mailing National Wood Products Incs Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support thereof</i>
03/14/2012	 Amended Certificate of Service Party: Intervenor National Wood Products, Inc.'s <i>First Amended Certificate of Mailing Declaration of S Judy Hirahara in Support of National Wood Products Incs Motion to Intervene Filed Concurrently herewith</i>
03/15/2012	 Order Denying Filed By: Defendant Scott Financial Corporation <i>Order Denying APCO's Objection and Motion to Strike Scott Financial Corporation's Supplement to Motion for Summary Judgment on Order Shortening Time</i>
03/15/2012	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Apco Construction <i>APCO's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Lien</i>
03/16/2012	 Notice of Entry of Order Filed By: Defendant Scott Financial Corporation <i>Notice of Entry of Order Denying APCO's Objection and Motion to Strike Scott Financial Corporaiton's Supplement to Motion for Summary Judgment on Order Shortening Time</i>
03/16/2012	 Joinder to Opposition to Motion Filed by: Intervenor Plaintiff Las Vegas Pipeline LLC <i>Las Vegas Pipeline's Joinder in Apco's Construction's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens</i>
03/16/2012	 Notice of Compliance Party: Plaintiff Apco Construction <i>United Subcontractors, Inc. dba Skyline Insulation's Notice of Compliance Regarding Document Production</i>

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03/19/2012	 Joinder Filed By: Intervenor Granite Construction Company <i>Granite Construction Company's Joinder to Apco's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens</i>
03/19/2012	 Reply in Support Filed By: Defendant Scott Financial Corporation <i>Scott Financial Corporation's Reply in Support of Supplement To Motion for Summary Judgment as to Priority of Liens</i>
03/19/2012	 Joinder to Opposition to Motion Filed by: Counter Defendant Uintah Investments LLC <i>Uintah Investments, LLC, dba Sierra Reinforcing's Joinder in APCO Construction's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens</i>
03/20/2012	 Joinder to Opposition to Motion Filed by: Interpleader Hydropressure Cleaning Inc <i>Hydropressure Cleaning, Inc.'s Joinder to APCO Construction's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Lien</i>
03/20/2012	 Joinder Filed By: Counter Defendant Zitting Brothers Construction Inc <i>Zitting Brothers Construction, Inc.'s Joinder to APCO Construction's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens</i>
03/20/2012	 Joinder to Opposition to Motion Filed by: Counter Defendant Selectbuild Nevada Inc <i>SelectBuild Nevada, Inc.'s Joinder to Apco Construction's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens</i>
03/20/2012	 Joinder to Opposition to Motion Filed by: Intervenor Plaintiff Arch Aluminum And Glass Co <i>Trulite Glass & Aluminum Solutions, LLC, f/k/a Arch Aluminum & Glass Co., LLC's Joinder in Apco's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment As To Priority of Liens</i>
03/20/2012	 Joinder to Opposition to Motion Filed by: Intervenor Plaintiff Northstar Concrete, Inc. <i>Northstar Concrete, Inc.'s Joinder to Apco's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens</i>
03/20/2012	 Joinder to Opposition to Motion Filed by: Intervenor Tri-City Drywall Inc <i>Tri-City Drywall, Inc.'s Joinder to Apco's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens</i>
03/21/2012	Hearing (10:00 AM) (Judicial Officer: Scann, Susan) <i>HEARING: ARGUMENT - MOTION FOR SUMMARY JUDGMENT</i> Continued for Chambers Decision; <i>Continued for Chambers Decision</i>
03/21/2012	Motion for Partial Summary Judgment (10:00 AM) (Judicial Officer: Scann, Susan) <i>Steel Structures, Inc.'s Motion for Partial Summary Judgment</i> Granted;









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Granted













03/21/2012	Motion for Partial Summary Judgment (10:00 AM) (Judicial Officer: Scann, Susan) <i>Nevada Prefab Engineers, Inc.'s Motion for Partial Summary Judgment</i> Granted; <i>Granted</i>
03/21/2012	 All Pending Motions (10:00 AM) (Judicial Officer: Scann, Susan) Matter Heard; <i>Matter Heard</i>
03/22/2012	 Motion to Intervene (3:00 AM) (Judicial Officer: Scann, Susan) <i>National Wood Products Incs Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support thereof</i> Granted; <i>Granted</i>
03/27/2012	 Motion to Withdraw As Counsel Filed By: Counter Defendant Atlas Construction Supply Inc <i>Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc. and Order Shortening Time</i>
03/29/2012	 Errata Filed By: Counter Defendant Atlas Construction Supply Inc <i>Errata to Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc. and Order Shortening Time</i>
03/30/2012	 Notice of Entry of Order Filed By: Intervenor Nevada Prefab Engineers Inc <i>Notice of Entry of Order</i>
03/30/2012	 Notice of Entry of Order Filed By: Intervenor Steel Structures Inc <i>Notice of Entry of Order</i>
03/30/2012	 Notice of Hearing <i>Notice of Hearing</i>
03/30/2012	 Findings of Fact, Conclusions of Law and Order Filed By: Intervenor Nevada Prefab Engineers Inc <i>Findings of Fact, Conclusions of Law and Order Granting Nevada Prefab Engineers, Inc.'s Motion for Partial Summary Judgment</i>
03/30/2012	 Findings of Fact, Conclusions of Law and Order Filed By: Intervenor Steel Structures Inc <i>Findings of Fact, Conclusions of Law and Order Granting Steel Structure, Inc.'s Motion for Partial Summary Judgment</i>
04/04/2012	 Decision (11:00 AM) (Judicial Officer: Scann, Susan) <i>Court's Decision</i> Decision Made; <i>Decision Made</i>
04/05/2012	 Motion to Withdraw as Counsel (3:00 AM) (Judicial Officer: Scann, Susan) <i>Craig S. Newman, Esq.'s Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc. and Order Shortening Time</i>

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Minute Order - No Hearing Held;
Minute Order - No Hearing Held

04/12/2012	 Order Granting Motion Filed By: Counter Defendant Atlas Construction Supply Inc <i>Order Granting Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc.</i>
04/12/2012	 Order Granting Motion Filed By: Intervenor National Wood Products, Inc.'s <i>Order Granting National Wood Products Inc's Motion to Intervene</i>
04/16/2012	 Recorders Transcript of Hearing Party: Plaintiff Apco Construction <i>Recorder's Transcript Re: Court's Decision</i>
04/16/2012	 Notice of Entry of Order Filed By: Counter Defendant Atlas Construction Supply Inc <i>Notice of Entry of Order Granting Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc.</i>
04/16/2012	 Attorney Lien Filed By: Counter Defendant Atlas Construction Supply Inc <i>Fennemore Craig, P.C's Notice of Attorney's Lien</i>
04/18/2012	CANCELED Motion for Default Judgment (10:00 AM) (Judicial Officer: Scann, Susan) <i>Vacated - per Judge</i>
04/23/2012	 Transcript of Proceedings <i>Transcript Re: Defendant Alexander Edelstein's Motion to Dismiss; Apco's Objection to and Motion to Strike Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens Filed February 15, 2012 and Request for Order Shortening Time</i>
04/23/2012	 Transcript of Proceedings <i>Transcript Re: Hearing: Argument -- Motion for Summary Judgment; Nevada Prefab Engineers' Motion for Partial Summary Judgment; Steel Structures, Inc's Motion for Partial Summary Judgment</i>
05/04/2012	 Notice of Entry of Order Filed By: Intervenor National Wood Products, Inc.'s <i>Notice of Entry of Order Granting National Wood Products, Inc.'s Motion to Intervene</i>
05/04/2012	 Certificate of Mailing Filed By: Intervenor National Wood Products, Inc.'s <i>Certificate of Mailing</i>
05/07/2012	 Decision Filed By: Defendant Scott Financial Corporation <i>Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens</i>
05/07/2012	 Notice of Entry of Decision and Order Filed By: Defendant Scott Financial Corporation <i>Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens</i>

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05/07/2012	Partial Summary Judgment (Judicial Officer: Scann, Susan) Debtors: Apco Construction (Plaintiff) Creditors: Scott Financial Corporation (Defendant) Judgment: 05/07/2012, Docketed: 05/18/2012
05/09/2012	 Status Check: Status of Case (10:00 AM) (Judicial Officer: Scann, Susan) <i>Status Check: Status of Case</i> Matter Continued; On in error. <i>Matter Continued</i>
05/29/2012	 Motion Filed By: Defendant Scott Financial Corporation <i>Motion To Lift Stay, Allow Sale To Proceed With Deposit Of Funds Pending Further Court Order, And For Posting Of Bond On Order Shortening Time</i>
05/30/2012	 Judgment By Default <i>A571228</i>
05/31/2012	 Receipt of Copy Filed by: Defendant Scott Financial Corporation <i>Receipt Of Copy</i>
05/31/2012	 Receipt of Copy Filed by: Defendant Scott Financial Corporation <i>Receipt Of Copy</i>
05/31/2012	 Certificate of Service Filed by: Defendant Scott Financial Corporation <i>Certificate Of Service</i>
05/31/2012	 Receipt of Copy Filed by: Defendant Scott Financial Corporation <i>Receipt Of Copy</i>
06/01/2012	 Opposition to Motion Filed By: Intervenor Defendant Accuracy Glas & Mirror Company Inc <i>Opposition to Scott Defendants' Motion to Lift Stay, Allow Sale to Proceed with Deposit of Funds Pending further Court Order, and for Posting of Bond on Order Shortening Time</i>
06/01/2012	 Certificate of Service Filed by: Defendant Scott Financial Corporation <i>Certificate Of Sevice</i>
06/01/2012	 Order Shortening Time <i>Supplement Affidavit in Support of Application for Order Shortening Time</i>
06/04/2012	 Joinder to Opposition to Motion Filed by: Intervenor Steel Structures Inc <i>Joinder to Opposition to Scott Defendants' Motion to Lift Stay, Allow Sale to Proceed With Deposit of Funds Pending Further Court Order, and For Posting of Bond on Order Shortening Time</i>
06/05/2012	 Joinder to Opposition to Motion












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Filed by: Intervenor Tri-City Drywall Inc
Tri-City Drywall, Inc. and Northstar Concrete, Inc.'s Joinder in Lien Claimants' Opposition to Scott Defendants' Motion to Lift Stay, Allow Sale to Proceed With Deposit of Funds Pending Further Court Order, and for Posting of Bond on Order Shortening Time











06/05/2012	 Joinder to Opposition to Motion Filed by: Interpleader Hydropressure Cleaning Inc <i>Hydropressure Cleaning, Inc.'s Joinder to PB Lien Claimants' Opposition to Scott Defendants' Motion to Lift Stay, Allow Sale to Proceed with Deposit of Funds Pending Further Court Order, and for Posting of Bond on Order Shortening Time</i>
06/06/2012	 Motion (9:00 AM) (Judicial Officer: Scann, Susan) <i>Defendant Scott Financial Corp.'s Motion to Lift Stay, Allow Sale to Proceed with deposit of Funds Pending Further Court Order, and for Posting of Bond on Order Shortening Time</i> Per JEA and OST. Hearing Set; <i>Hearing Set</i>
06/11/2012	 Joinder to Opposition to Motion Filed by: Counter Defendant Selectbuild Nevada Inc <i>SelectBuild Nevada, Inc.'s Joinder to PB Lien Claimants' Opposition to Scott Defendants' Motion to Lift Stay, Allow Sale to Proceed with Deposit of Funds Pending Further Court Order, and for Posting of Bond on Order Shortening Time</i>
06/26/2012	 Transcript of Proceedings <i>Transcript Re: Hearing</i>
06/26/2012	 Order Granting Motion Filed By: Plaintiff Apco Construction <i>Order Granting Scott Financial Corporation's Motion to Reconsider</i>
06/27/2012	 Reply in Support Filed By: Defendant Scott Financial Corporation <i>Reply In Support Of Motion To Lift Stay, Allow Sale To Proceed With Deposit Of Funds Pending Further Court Order, And For Posting Of Bond On Order Shortening Time</i>
06/27/2012	 Appendix Filed By: Defendant Scott Financial Corporation <i>Appendix Of Exhibits To Reply In Support Of Motion To Lift Stay, Allow Sale To Proceed With Deposit Of Funds Pending Further Court Order, And For Posting Of Bond On Order Shortening Time</i>
06/27/2012	 Notice of Entry of Order Filed By: Plaintiff Apco Construction <i>Notice of Entry of Order Granting Scott Financial Corporation's Motion to Reconsider</i>
06/29/2012	 Joinder To Motion Filed By: Counter Claimant Club Vista Financial Sevices LLC <i>Tharaldson Defendants' Joinder to Scott Financial Corporation's Motion to Lift Stay, Allow Sale to Proceed with Deposit of Funds Pending Further Court Order, and for the Posting of Bond on Order Shortening Time</i>
07/02/2012	 Objection Filed By: Defendant Scott Financial Corporation <i>Defendant Scott Financial Corporation's Evidentiary Objection to Presentation of</i>

DISTRICT COURT
CASE SUMMARY
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Evidence from Representative of Clark County Department of Development Services

07/02/2012	 Evidentiary Hearing (9:30 AM) (Judicial Officer: Scann, Susan) 07/02/2012, 07/09/2012-07/10/2012 <i>Evidentiary Hearing</i> Matter Heard; Matter Heard; Matter Heard; Matter Heard; Matter Heard; Matter Heard; Matter Heard; Matter Heard; Matter Heard; <i>Matter Heard</i>
07/03/2012	 Notice of Lis Pendens Filed by: Counter Defendant WRG Design Inc <i>WRG Design, Inc.'s Second Amended Notice of Lis Pendens</i>
07/03/2012	 Notice of Lis Pendens Filed by: Intervenor Plaintiff SWPPP Compliance Solutions LLC <i>SWPPP Compliance Solutions LLC's Amended Notice of Lis Pendens</i>
07/03/2012	 Notice of Lis Pendens Filed by: Intervenor Plaintiff Interstate Plumbing & Air Conditioning Inc <i>Interstate Plumbing and Air Conditioning's Amended Notice of Lis Pendens</i>
07/03/2012	 Notice of Lis Pendens Filed by: Counter Defendant Helix Electric of Nevada LLC <i>Helix Electric of Nevada, LLC's Second Amended Notice of Lis Pendens</i>
07/03/2012	 Notice of Lis Pendens Filed by: Counter Defendant Heinaman Contract Glazing <i>Heinaman Contract Glazing's Second Amended Notice of Lis Pendens</i>
07/03/2012	 Notice of Lis Pendens Filed by: Consolidated Case Party HD Supply Waterworks LP <i>HD Supply Waterworks LP's Second Amended Notice of Lis Pendens</i>
07/03/2012	 Notice of Lis Pendens Filed by: Counter Defendant Fast Glass Inc <i>Fast Glass Inc.'s Amended Notice of Lis Pendens</i>
07/03/2012	 Notice of Lis Pendens Filed by: Intervenor Plaintiff Cactus Rose Construction Inc <i>Cactus Rose Construction's Amended Notice of Lis Pendens</i>
07/03/2012	 Notice of Lis Pendens Filed by: Counter Defendant Bruin Painting Corporation <i>Bruin Painting Corp.'s Second Amended Notice of Lis Pendens</i>
07/03/2012	 Notice of Lis Pendens Filed by: Counter Defendant Buchele Inc <i>Buchele Inc.'s Amended Notice of Lis Pendens</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. 08A571228

07/03/2012	 Notice of Lis Pendens Filed by: Intervenor Defendant Accuracy Glas & Mirror Company Inc <i>Accuracy Glass & Mirror Co. Inc.'s Second Amended Notice of Lis Pendens</i>
07/03/2012	CANCELED Evidentiary Hearing (1:00 PM) (Judicial Officer: Scann, Susan) <i>Vacated - per Clerk</i>
07/05/2012	 NRCP 16.1 Disclosure Statement Filed By: Plaintiff Apco Construction <i>NRAP 26.1(A) Disclosure</i>
07/10/2012	CANCELED Evidentiary Hearing (2:00 PM) (Judicial Officer: Scann, Susan) <i>Vacated - On In Error</i>
07/11/2012	 Order to Show Cause Filed by: Plaintiff Apco Construction <i>Order to Show Cause re: Summary Determination of Lien Amounts; and the Possible Sale of the Property</i>
07/12/2012	 Notice of Entry of Order Filed By: Plaintiff Apco Construction <i>NOTICE OF ENTRY OF ORDER TO SHOW CAUSE RE: SUMMARY DETERMINATION OF LIEN AMOUNTS; and THE POSSIBLE SALE OF THE PROPERTY</i>
07/18/2012	 Show Cause Hearing (2:00 PM) (Judicial Officer: Scann, Susan) <i>Show Cause Hearing Re: Summary Determination of Lien Amounts; and the Possible Sale of the Property</i> Matter Heard; <i>Matter Heard</i>
07/23/2012	 Notice of Change of Address Filed By: Counter Defendant Uintah Investments LLC <i>Notice of Change of Address and Telephone Number</i>
07/31/2012	 Hearing (2:00 PM) (Judicial Officer: Scann, Susan) <i>Hearing Re: Sale of Property</i> Per Law Clerk. Matter Heard; <i>Matter Heard</i>
08/09/2012	 Order Filed By: Defendant Scott Financial Corporation; Intervenor Defendant Scott Financial Corporation; Intervenor Defendant Scott Financial Corp; Counter Defendant Scott Financial Corporation; Counter Defendant Scott, Bradley J; Defendant Scott, Bradley J; Intervenor Defendant Scott Financial Corporation <i>Order Granting In Part And Denying In Part Scott Financial Corporation's Motion To Lift Stay, Allow Sale To Proceed With Deposit Of Funds Pending Further Court Order, And For Posting Of Bond On Order Shortening Time</i>
08/10/2012	 Notice of Entry of Order Filed By: Defendant Scott Financial Corporation <i>Notice Of Entry Of Order</i>
08/16/2012	 Status Check: Status of Case (3:00 PM) (Judicial Officer: Scann, Susan) <i>Status Check: Status of Case</i>

IN THE SUPREME COURT OF THE STATE OF NEVADA

APCO CONSTRUCTION, INC., A
NEVADA CORPORATION,

Appellant,

vs.

ZITTING BROTHERS CONSTRUCTION,
INC.,

Respondent.

Electronically Filed
Case No.: 75197 Apr 15 2019 03:10 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Appeal from the Eighth Judicial
District Court, the Honorable Mark
Denton Presiding

APPELLANT'S APPENDIX
(Volume 27, Bates Nos. 6181-6430)

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EXHIBIT D

EXHIBIT D

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DISTRICT COURT

CLARK COUNTY, NEVADA

13 APCO CONSTRUCTION, a Nevada
14 corporation,

15 Plaintiff,

16 vs.

17 GEMSTONE DEVELOPMENT WEST INC.,
18 A Nevada corporation,

19 Defendant.

20 AND ALL RELATED MATTERS

Case No.: A571228

Dept. No.: XIII

Consolidated with:

A574391; A574792; A577623; A583289;
A587168; A580889; A584730; A589195;
A595552; A597089; A592826; A589677;
A596924; A584960; A608717; A608718; and
A590319

21 **APCO CONSTRUCTION'S ANSWERS TO ZITTING BROTHERS CONSTRUCTION**
22 **INC.'S FIRST REQUEST FOR INTERROGATORIES**

23 In accordance with NRCP 33, APCO Construction (hereinafter referred to as "APCO" or
24 "Plaintiff"), by and through its attorneys, Marquis Aurbach Coffing, hereby answers Zitting
25 Brothers Construction, Inc.'s (hereinafter referred to as "Defendant" or "Zitting Brothers")
26 Request for Interrogatories as follows:

27 **GENERAL RESPONSES AND OBJECTIONS**

28 1. Plaintiff objects to Defendant's First Set of Interrogatories to the extent that they
attempt to impose burdens greater than those imposed by Rules 26 and 33 of the Nevada Rules
of Civil Procedure and/or to the extent they infringe upon the attorney-client privilege and/or the
attorney work-product doctrine.

2. Answers will be made on the basis of information and writings available to and located by the Plaintiff upon reasonable investigation of its records. There may be other and further information respecting the Interrogatories propounded by Defendant of which the Plaintiff, despite its reasonable investigation and inquiry, are presently unaware. Thus, the Plaintiff reserves the right to modify or enlarge any answer with such pertinent additional information as it may subsequently discover.

3. Many of the Interrogatories set forth herein are extremely, indeed unreasonably, broad; therefore, responding to all generally requested information and the production of all possible documents responsive to the Interrogatory would be an unreasonable burden upon the Plaintiff. Likewise, many of the Interrogatories are compound, cumulative, vague, ambiguous, lack proper foundation and/or seek information that is protected by the attorney-client privilege and/or attorney-work product doctrine or other privileges or exemptions.

4. The Plaintiff objects to these Interrogatories to the extent that they impose upon the Plaintiff greater duties than are contemplated under the Nevada Rules of Civil Procedure.

5. No incidental or implied admissions will be made nor shall be construed by the answers. The fact that the Plaintiff may respond or object to any Interrogatory, or any part thereof, shall not be deemed an admission that the Plaintiff accepts or admit the existence of any fact set forth therein or assumed by such Interrogatory, or that such answer constitutes admissible evidence. The fact that the Plaintiff responds to part of any Interrogatory is not to be deemed a waiver by the Plaintiff of its objections, including privilege, to any other part of such an Interrogatory.

6. Each Response to the Interrogatories will be subject to all objections as to the competence, relevance, materiality, propriety and admissibility, and to any and all other objections on any ground which would require the exclusion from evidence of any statement herein as if any such statements were made by a witness present and testifying at a hearing or trial in this matter, all of which objections and grounds are expressly reserved and may by interposed at such hearings and trial as necessary.

1 7. The Plaintiff hereby adopts, by reference, the above General Objections and
2 incorporate each such objection as if it were fully set forth in each of the responses below.

3 8. Pursuant to Nevada law the Plaintiff reserves the right to amend/supplement its
4 answers herein as additional information becomes known to the Plaintiff through the discovery
5 process, including expert witness reports/opinions.

6 9. Further, the Plaintiffs specifically reserve the right to amend/supplement their
7 Responses herein as additional information becomes known to them through the discovery
8 process, including but not limited to, expert witness reports/opinions. Hence, no answer should
9 be construed to contain all responsive documents available to the Parties that could be utilized at
10 trial, or the current absence of a document should not be construed as any form of admission or
11 fodder for a motion to dismiss or for summary judgment. Last, as additional information
12 becomes available to the Parties, the nature and meaning of various documents previously
13 disclosed by Plaintiffs may further become responsive to any given Interrogatory, and as such,
14 the Plaintiffs reserves the right to amend their answers accordingly.

15 **ANSWER TO INTERROGATORIES**

16 **INTERROGATORY NO. 1:**

17 Identify and state with specificity the facts that you intend to rely upon to refute each
18 cause of action in Zitting Brothers' Complaint.

19 **ANSWER TO INTERROGATORY NO. 1:**

20 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
21 vague, ambiguous, overly broad, unduly burdensome and oppressive because it seeks to force
22 APCO to "Identify and state with specificity the facts that you intend to rely upon to refute each
23 cause of action in Zitting Brothers' Complaint." Broad ranging interrogatories are improper
24 when they essentially subsume every fact in the case or every person having knowledge. See
25 Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998). ("Interrogatories should
26 not require the answering party to provide a narrative account of its case."). Parties can hardly
27 know when they have identified "all" facts, persons, and documents with respect to anything –
28 particularly before the close of discovery. "How can the court make enforceable orders with

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1 reference to 'all' of anything?" Often, the relevance of a particular fact to a particular issue is not
2 known until clarified and put into context by testimony at deposition or trial. Such a question
3 places the responding party in an impossible position. See id.; Safeco of Am. V. Rawstron, 181
4 F.R.D. 441, 447048 (C.D. Cal. 1998)(finding unreasonable an interrogatory calling for all facts
5 supporting denial of a request for admission); Lawrence v. First Kan. Bank & Trust Co., 169
6 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan.
7 1997)(finding unduly burdensome an interrogatory seeking to require plaintiff to state 'each and
8 every fact' supporting allegations of a complaint). APCO further objects on the grounds that to
9 answer this Interrogatory would result in annoyance, embarrassment, or oppression to APCO in
10 that the question is overly broad, vague, ambiguous, indefinite as to time and without reasonable
11 limitation in its scope. APCO further objects on the basis that the question is oppressive,
12 harassing and burdensome; the information sought seeks APCO's counsel's legal analysis and
13 theories regarding laws, ordinances, safety orders, etc., which are equally available to Zitting
14 Brothers; the question also invades the attorney's work product privilege. APCO further objects
15 on the basis that the question calls for information which is available to all parties equally, and is
16 therefore oppressive and burdensome to APCO. APCO further objects on the basis that the
17 question seeks information which is protected from disclosure by the attorney's work product
18 privilege. APCO further objects on the basis that the question seeks to invade APCO's counsel's
19 work product privilege in that it calls for him to provide an analysis of written data. APCO
20 further objects on the basis that the question seeks to ascertain all facts and other data which
21 APCO intends to offer at trial and, as such, is violative of the attorney work product privilege.
22 APCO objects on the basis that the attorney-client privilege protects disclosure of the
23 information sought. APCO further objects to this Interrogatory on the grounds that it calls for
24 legal conclusions, and that the contract documents at issue speak for themselves.

25 Subject to and without waiving any objections, APCO responds as follows: Gemstone
26 Development West, Inc. ("Gemstone") has asserted various complaints about the quality of the
27 work performed by APCO and its subcontractors. As of this time, Gemstone has not identified
28 specific issues that Gemstone has with APCO's or its subcontractor's work, including that of

1 Zitting Brothers. However, as a result of Gemstone's assertions that there are issues with the
2 quality of the work performed on the Project, Gemstone has failed to pay APCO for the work
3 that APCO performed including the work that was performed by Zitting Brothers. Pursuant to
4 the terms of the Subcontract Agreement, any payments to Zitting Brothers were specifically
5 conditioned upon APCO's actual receipt of payment from Gemstone for Zitting Brothers' work.
6 Moreover, the Subcontract specifically provided that Zitting Brothers was assuming the same
7 risk that Gemstone may become insolvent and not be paid for its work as APCO assumed in
8 entering into prime contract with Gemstone. Zitting Brothers further agreed that APCO had no
9 obligation to pay Zitting Brothers for any work performed by Zitting Brothers until or unless
10 APCO had actually been paid for such work by Gemstone. To date, APCO has not been paid for
11 the work performed, including the work performed by Zitting Brothers. In fact, due to non-
12 payment, APCO exercised its rights pursuant to NRS Chapter 624 and terminated the prime
13 contract with Gemstone and further terminated the Subcontract with Zitting Brothers. After
14 APCO ceased work on the Project, Zitting Brothers may have negotiated with Camco Pacific
15 Construction Company ("Camco"), the replacement general contractor, and/or Gemstone and
16 may have entered into a ratification agreement, wherein APCO was replaced as the general
17 contractor under the Subcontract and Camco and/or Gemstone became liable for any monies due
18 Zitting Brothers on the Project. Discovery is ongoing; APCO reserves the right to supplement or
19 amend its response to this Interrogatory as investigation, discovery, disclosure and analysis
20 continues.

21 **INTERROGATORY NO. 2:**

22 State the procedure by which you and/or Gemstone Development West, Inc.
23 ("Gemstone") paid Zitting Brothers for its work, material, and/or equipment furnished at the
24 Project.

25 **ANSWER TO INTERROGATORY NO. 2:**

26 APCO paid Zitting Brothers pursuant to the terms of the Subcontract. More specifically,
27 see Section 3 of the Subcontract. Basically the procedure for payment was as follows: Pursuant
28 to the terms of the Subcontract, Zitting Brothers submitted to APCO its monthly billing, no later

1 than the 25th of each month, showing quantities of subcontract work that has been satisfactorily
2 completed in the preceding month, as well as backup material. In the event that Zitting Brothers
3 failed to timely submit its monthly billing with the necessary backup material that resulted in that
4 monthly payment application being rolled over to the following month. In turn, APCO submitted
5 its Application for Payment, which included the subcontractor's monthly billing and backup
6 documentation to Gemstone for payment. Upon actual receipt of payment by APCO from
7 Gemstone, APCO then paid the amount that APCO received for Zitting Brothers work to Zitting
8 Brothers as required under the Subcontract. Discovery is ongoing. APCO reserves the right to
9 supplement or amend its response to this Interrogatory as investigation, discovery, disclosure and
10 analysis continues.

11 **INTERROGATORY NO. 3:**

12 State the amount of any payments you or Gemstone made to Zitting Brothers, the date
13 and manner in which each payment was made, and at what stage of completion the Project was
14 in at the time of each payment.

15 **ANSWER TO INTERROGATORY NO. 3:**

16 To date, APCO has paid Zitting Brothers the sum of \$3,282,848.55. More specifically,
17 APCO paid Zitting Brothers as follows: See Exhibit 1 attached hereto for the breakdown. See
18 also documents identified by Bate Stamp No. APC000044563 through APC000044784, which
19 APCO deposited into a depository established by APCO for this litigation matter with Litigation
20 Services located at 3770 Howard Hughes Pkwy, Ste 300, Las Vegas, NV 89169-0935 and/or are
21 hereby made available for review and copying (at requestor's expense) at a mutually agreeable
22 time and place. APCO does not have any information as to what payments may have been made
23 by Gemstone directly to Zitting Brother after APCO terminated its prime contract with
24 Gemstone. However, from the information obtained through Zitting Brothers discovery requests
25 propounded upon APCO, it appears that Gemstone may have paid Zitting Brothers at least
26 \$364,760.00. Discovery is ongoing. APCO reserves the right to supplement or amend its
27 response to this Interrogatory as investigation, discovery, disclosure and analysis continues.

28

1 **INTERROGATORY NO. 4:**

2 State the amount of any payments to you by Gemstone, the date and manner in which
3 each payment was made, and at what stage of completion the Project was in at the time of each
4 payment.

5 **ANSWER TO INTERROGATORY NO. 4:**

6 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
7 vague, ambiguous, overly broad, unduly burdensome and/or oppressive. Subject to, and without
8 waiving any objections, APCO responds as follows: See documents located at Litigation
9 Services that are made available for review and copying (at requestor's expense). More
10 specifically, see documents identified by Bate Stamp No. APC000033494 through
11 APC000035651. Discovery is ongoing. APCO reserves the right to supplement or amend its
12 response to this Interrogatory as investigation, discovery, disclosure and analysis continues.

13 **INTERROGATORY NO. 5:**

14 Do you contend that the value of the unpaid work, material, and/or equipment furnished
15 or supplied by Zitting Brothers is less than the amount set forth in Zitting Brothers' Amended
16 Notice of Lien, Bates stamped ZBC1001976 and produced as part of Zitting Brothers' initial
17 disclosures? If so, please state:

18 a. the basis for your contention including all facts, witnesses, or documents you rely on in
19 support of your contention;

20 b. how much you contend the work and equipment provided by Zitting Brothers is
21 actually valued at; and

22 e. the manner in which you calculated the value of the work, materials, and/or equipment
23 provided by Zitting Brothers.

24 **ANSWER TO INTERROGATORY NO. 5:**

25 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
26 vague, ambiguous, overly broad, unduly burdensome and oppressive. More specifically APCO
27 objects on the grounds that it is vague and ambiguous in that "value of the unpaid work, material
28 and/or equipment furnished or supplied by Zitting Brothers" and "the amount set forth in Zitting

1 Brothers' mechanic's lien" are not defined. APCO further reiterates its General Objections and
2 adds that as this action is in the initial stages of discovery and APCO has not yet determined
3 which witnesses will testify or what evidence will be used in support of APCO's assertions or
4 denials; therefore, this Interrogatory is premature. APCO further objects as the Interrogatory
5 seeks information which is protected from disclosure by the attorney's work product privilege.
6 APCO further objects on the basis that the Interrogatory seeks disclosure of trial witnesses (other
7 than experts) and is therefore violative of the attorney work product privilege. APCO further
8 objects on the basis that the Interrogatory seeks to ascertain the anticipated testimony of
9 witnesses who are not "experts" and as such violate the attorney work product privilege. APCO
10 further objects on the basis that the question seeks to ascertain all facts and other data which
11 APCO intends to offer at trial and, as such, is violative of the attorney work product privilege.
12 Furthermore, APCO objects to this Interrogatory insofar as it purports to require APCO to
13 describe the substance of each person's knowledge for the reason that such a requirement seeks
14 to impose burdens on APCO beyond those permitted by the Nevada Rules of Civil Procedure,
15 calls for APCO to speculate, is overly broad and unduly burdensome and seeks information
16 protected from disclosure by the attorney-client, work product, party communications,
17 investigative, and consulting expert privileges.

18 Subject to and without waiving any objections, APCO responds as follows: See
19 documents identified by Bate Stamp No. APC000000001¹ through APC000078992 and
20 APC0104200 through 104234, which APCO has deposited into a depository established by
21 APCO for this litigation matter with Litigation Services and/or are hereby made available for
22 review and copying (at requestor's expense) at a mutually agreeable time and place. Discovery is
23 ongoing; APCO reserves the right to supplement or amend its response to this Interrogatory as
24 investigation, discovery, disclosure and analysis continues.

25 ¹ Please note that documents bated stamped APC000000001 through APC000001557 are not being
26 produced by APCO as those documents were delivered by APCO to Gemstone Development West
27 ("Gemstone") on September 3 2008, around the time of termination of APCO's prime contract so that
28 Gemstone could continue with the construction of the Project. APCO does not have a copy of these
documents as they remain in Gemstone's possession. Furthermore, due to clerical error, the following
Bate Stamp Nos. were not used, APC000005841, APC000024165 and APC000033296 and are thus not
being produced.

1 **INTERROGATORY NO. 6:**

2 State with specificity the reasons why you have not paid Zitting Brothers the sums for the
3 work, material, and/or equipment that Zitting Brothers provided for the Project.

4 **ANSWER TO INTERROGATORY NO. 6:**

5 Pursuant to the terms of the Subcontract any payments to Zitting Brothers were
6 specifically conditioned upon APCO's actual receipt of payment from Gemstone for Zitting
7 Brothers' work. Moreover, the Subcontract specifically provides that Zitting Brothers was
8 assuming the same risk that Gemstone may become insolvent and not be paid for its work as
9 APCO assumed in entering into prime contract with Gemstone. Zitting Brothers further agreed
10 that APCO had no obligation to pay Zitting Brothers for any work performed by Zitting Brothers
11 until or unless APCO had actually been paid for such work by Gemstone. To date, APCO has not
12 been paid for the work performed, including the work performed by Zitting Brothers. In fact, due
13 to non-payment, APCO exercised its rights pursuant to NRS Chapter 624 and terminated the
14 prime contract with Gemstone and further terminated the Subcontract with Zitting Brothers.
15 Discovery is ongoing; APCO reserves the right to supplement or amend its response to this
16 Interrogatory as investigation, discovery, disclosure and analysis continues.

17 **INTERROGATORY NO. 7:**

18 State each and every fact that you rely on to support your position that any claim for
19 unjust enrichment against you is invalid.

20 **ANSWER TO INTERROGATORY NO. 7:**

21 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
22 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
23 "each and every fact" that APCO relied upon to support its position that any claim for "unjust
24 enrichment against you is invalid." Broad ranging written discovery is improper when it
25 essentially subsumes every fact in the case. See Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D.
26 403, 404 (D. Kan. 1998); Safeco of Am. V. Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998);
27 Lawrence v. First Kan. Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v.
28 SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO further objects to this Interrogatory on

1 the grounds of attorney client privilege and/or attorney work product. APCO further objects that
2 this Interrogatory is premature, as discovery has just commenced on this matter and APCO has
3 not yet identified what documents it may decide to utilize or offer as exhibits against Zitting
4 Brothers at the time of trial.

5 Subject to and without waiving any objections, See Response to Interrogatory No. 1 and
6 6 above, which are incorporated herein by this reference. Also, see documents identified by Bate
7 Stamp No. APC000000001² through APC000078992 and APCO104200 through 104234, which
8 APCO has deposited into a depository established by APCO for this litigation matter with
9 Litigation Services and/or are hereby made available for review and copying (at requestor's
10 expense) at a mutually agreeable time and place. Discovery is ongoing; APCO reserves the right
11 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure
12 and analysis continues.

13 **INTERROGATORY NO. 8:**

14 State each and every fact that you rely on to support your position that Zitting Brothers
15 failed to mitigate and/or contributed to its damages as asserted in your Sixth Affirmative
16 Defense.

17 **ANSWER TO INTERROGATORY NO. 8:**

18 Objection. APCO objects to Interrogatory on the grounds that this Interrogatory is overly
19 broad, unduly burdensome and oppressive because it seeks to force APCO to identify "each and
20 every fact" that APCO relied upon to support its position that "Zitting Brothers failed to mitigate
21 and/or contributed to its damages as asserted in your Sixth Affirmative Defense." Broad ranging
22 written discovery is improper when it essentially subsumes every fact in the case. See Hiskett v.
23 Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of Am. V. Rawstron, 181
24 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v. First Kan. Bank & Trust Co., 169 F.R.D. 657,
25 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO
26 further objects to this Interrogatory on the grounds of attorney client privilege and/or attorney
27 work product. APCO further objects that this Interrogatory is premature, as discovery has just

28 ² See Footnote No. 1.

1 commenced on this matter and APCO has not yet identified all facts that it intends to use relative
2 the Zitting Brothers' action.

3 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6,
4 and 7 above, which are incorporated herein by this reference. Moreover, it is APCO's
5 understanding that after APCO terminated its prime contract with Gemstone for nonpayment,
6 Gemstone requested all subcontractors, including Zitting Brothers, to continue their work on the
7 Project. Further, it is APCO's understanding that Zitting Brothers elected not to complete its
8 work and insure that their work was accepted by the inspectors and Gemstone. As such, Zitting
9 Brothers failed to put themselves in the position to receive payment for the work that allegedly
10 remains unpaid at this time. Also, see documents identified by Bate Stamp No. APC000000001³
11 through APC000078992 and APCO104200 through 104234, which APCO has deposited into a
12 depository established by APCO for this litigation matter with Litigation Services and/or are
13 hereby made available for review and copying (at requestor's expense) at a mutually agreeable
14 time and place. Discovery is ongoing; APCO reserves the right to supplement or amend its
15 Response to this Interrogatory as investigation, discovery, disclosure and analysis continues.

16 **INTERROGATORY NO. 9:**

17 State each and every fact that you rely on to support your claim that Zitting Brothers had
18 full knowledge and assumed the risk of any circumstance, condition, or result pertaining to or
19 arising from the Project as asserted in your Fifth and Eighth Affirmative Defenses.

20 **ANSWER TO INTERROGATORY NO. 9:**

21 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
22 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
23 "each and every fact" that APCO relied upon to support its position that "Zitting Brothers had
24 full knowledge and assumed the risk of any circumstance, condition, or result pertaining to or
25 arising from the Project as asserted in your Fifth and Eighth Affirmative Defenses." Broad
26 ranging written discovery is improper when it essentially subsumes every fact in the case. See

27 ³ See Footnote No. 1.
28

1 Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of Am. V.
2 Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v. First Kan. Bank & Trust Co.,
3 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D.
4 Kan. 1997). APCO further objects to this Interrogatory on the grounds of attorney client
5 privilege and/or attorney work product. APCO further objects that this Interrogatory is
6 premature, as discovery has just commenced on this matter and APCO has not yet identified all
7 facts that it intends to use relative the Zitting Brothers' action.

8 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6, 7,
9 and 8 above, which are incorporated herein by this reference. Also, see documents identified by
10 Bate Stamp No. APC000000001⁴ through APC000078992 and APC0104200 through 104234,
11 which APCO has deposited into a depository established by APCO for this litigation matter with
12 Litigation Services and/or are hereby made available for review and copying (at requestor's
13 expense) at a mutually agreeable time and place. Discovery is ongoing. APCO reserves the right
14 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure
15 and analysis continues.

16 **INTERROGATORY NO. 10:**

17 State each and every fact that you rely on to support your position that any obligation or
18 duty, contractual or otherwise that Zitting Brothers' claims to be owed by APCO has been fully
19 performed, satisfied, excused, and/or discharged as asserted in your Tenth Affirmative Defense.

20 **ANSWER TO INTERROGATORY NO. 10:**

21 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
22 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
23 "each and every fact" that APCO relied upon to support its position that "Zitting Brothers'
24 claims to be owed by APCO Construction has been fully performed, satisfied, excused, and/or
25 discharged as asserted in your Tenth Affirmative Defense." Broad ranging written discovery is
26 improper when it essentially subsumes every fact in the case. See Hiskett v. Wal-Mart Stores,

27 ⁴ See Footnote No. 1.
28

1 Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of Am. V. Rawstron, 181 F.R.D. 441, 447048
2 (C.D. Cal. 1998); Lawrence v. First Kan. Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan.
3 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO further objects to
4 this Interrogatory on the grounds of attorney client privilege and/or attorney work product.
5 APCO further objects that this Interrogatory is premature, as discovery has just commenced on
6 this matter and APCO has not yet identified all facts that it intends to use relative the Zitting
7 Brothers' action.

8 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6,
9 and 7 above, which are incorporated herein by this reference. Discovery is ongoing. APCO
10 reserves the right to supplement or amend its Response to this Interrogatory as investigation,
11 discovery, disclosure and analysis continues.

12 **INTERROGATORY NO. 11:**

13 State each and every fact that you intend to rely upon to support your position that any
14 obligation or duty, contractual or otherwise that Zitting Brothers' claims to be owed by APCO
15 has been replaced, terminated, voided, cancelled or otherwise released as asserted in your
16 Sixteenth Affirmative Defense.

17 **ANSWER TO INTERROGATORY NO. 11:**

18 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
19 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
20 "each and every fact" that APCO relied upon to support its position that "Zitting Brothers"
21 claims to be owed by APCO has been replaced, terminated, voided, cancelled or otherwise
22 released as asserted in your Sixteenth Affirmative Defense." Broad ranging written discovery is
23 improper when it essentially subsumes every fact in the case. See Hiskett v. Wal-Mart Stores,
24 Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of Am. V. Rawstron, 181 F.R.D. 441, 447048
25 (C.D. Cal. 1998); Lawrence v. First Kan. Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan.
26 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO further objects to
27 this Interrogatory on the grounds of attorney client privilege and/or attorney work product.
28 APCO further objects that this Interrogatory is premature, as discovery has just commenced on

1 this matter and APCO has not yet identified all facts that it intends to use relative the Zitting
2 Brothers' action.

3 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6,
4 and 7 above, which are incorporated herein by this reference. Also, see documents identified by
5 Bate Stamp No. APC000000001⁵ through APC000078992 and APC0104200 through 104234,
6 which APCO has deposited into a depository established by APCO for this litigation matter with
7 Litigation Services and/or are hereby made available for review and copying (at requestor's
8 expense) at a mutually agreeable time and place. Discovery is ongoing. APCO reserves the right
9 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure
10 and analysis continues.

11 **INTERROGATORY NO. 12:**

12 If you contend that Zitting Brothers entered into any independent agreement or
13 ratification with Cameo Pacific Construction Company, Inc. ("Cameo") or Gemstone, state each
14 and every fact that you rely on to support your position and on what basis any such agreement
15 relieves APCO of its contractual duties to Zitting Brothers.

16 **ANSWER TO INTERROGATORY NO. 12:**

17 It is APCO's understanding that after APCO's termination of the prime contract with
18 Gemstone for non-payment, Gemstone, through Camco Pacific Construction Company
19 ("Camco"), its replacement contractor, entered into independent and/or ratification agreements.
20 APCO is aware that several of its subcontractors have entered into such independent and/or
21 ratification agreement. APCO does not have personal knowledge of which subcontractors have
22 entered into such agreements. APCO objects that this Interrogatory is premature, as discovery
23 has just commenced on this matter and APCO has not yet identified all subcontractors who may
24 have entered into such agreements and whether or not Zitting Brothers was one of such
25 subcontractors. Discovery is ongoing. APCO reserves the right to supplement or amend its
26 Response to this Interrogatory as investigation, discovery, disclosure and analysis continues.

27 ⁵ See Footnote No. 1.
28

1 INTERROGATORY NO. 13:

2 State each and every fact that you rely on to support your position that the damages
3 sustained by Zitting Brothers are the result of the acts, omission to act, or negligence of Zitting
4 Brothers or third party(ies) over whom APCO has no control as asserted in your Fourth
5 Affirmative Defense.

6 ANSWER TO INTERROGATORY NO. 13:

7 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
8 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
9 "each and every fact" that APCO relied upon to support its position "that the damages sustained
10 by Zitting Brothers are the result of the acts, omission to act, or negligence of Zitting Brothers or
11 third party(ies) over whom APCO has no control as asserted in your Fourth Affirmative
12 Defense". Broad ranging written discovery is improper when it essentially subsumes every fact
13 in the case. See Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of
14 Am. V. Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v. First Kan. Bank &
15 Trust Co., 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-
16 87 (D. Kan. 1997). APCO further objects to this Interrogatory on the grounds of attorney client
17 privilege and/or attorney work product. APCO further objects that this Interrogatory is
18 premature, as discovery has just commenced on this matter and APCO has not yet identified all
19 facts that it intends to use relative the Zitting Brothers' action.

20 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6,
21 and 7 above, which are incorporated herein by this reference. Also, see documents identified by
22 Bate Stamp No. APC000000001⁶ through APC000078992 and APCO104200 through 104234,
23 which APCO has deposited into a depository established by APCO for this litigation matter with
24 Litigation Services and/or are hereby made available for review and copying (at requestor's
25 expense) at a mutually agreeable time and place. Discovery is ongoing. APCO reserves the right
26 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure

27 _____
28 ⁶ See Footnote No. 1.

1 and analysis continues.

2 **INTERROGATORY NO. 14:**

3 State each and every fact that you rely on to support your position that damages sustained
4 by Zitting Brothers were caused solely by a breach of contract, breach of warranty, expressed
5 and implied, and acts or omissions of Zitting Brothers or some third party(ies) over whom APCO
6 had no control as asserted in your Fourth Affirmative Defense.

7 **ANSWER TO INTERROGATORY NO. 14:**

8 Objection. APCO objects to this Interrogatory on the grounds that Interrogatory is overly
9 broad, unduly burdensome and oppressive because it seeks to force APCO to identify "each and
10 every fact" that APCO relied upon to support its position "that damages sustained by Zitting
11 Brothers were caused solely by a breach of contract, breach of warranty, expressed and implied,
12 and acts or omissions of Zitting Brothers or some third party(ies) over whom APCO had no
13 control as asserted in your Fourth Affirmative Defense". Broad ranging written discovery is
14 improper when it essentially subsumes every fact in the case. See Hiskett v. Wal-Mart Stores,
15 Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of Am. V. Rawstron, 181 F.R.D. 441, 447048
16 (C.D. Cal. 1998); Lawrence v. First Kan. Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan.
17 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO further objects to
18 this Interrogatory on the grounds of attorney client privilege and/or attorney work product.
19 APCO further objects that this Interrogatory is premature, as discovery has just commenced on
20 this matter and APCO has not yet identified all facts that it intends to use relative the Zitting
21 Brothers' action.

22 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6,
23 and 7 above, which are incorporated herein by this reference. Also, see documents identified by
24 Bate Stamp No. APC000000001⁷ through APC000078992 and APCO104200 through 104234,
25 which APCO has deposited into a depository established by APCO for this litigation matter with
26 Litigation Services and/or are hereby made available for review and copying (at requestor's

27 _____
28 ⁷ See Footnote No. 1.

1 expense) at a mutually agreeable time and place. Discovery is ongoing. APCO reserves the right
2 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure
3 and analysis continues.

4 **INTERROGATORY NO. 15:**

5 State each and every fact that you rely on to support your position that Zitting Brothers
6 claims have been waived as a result of Zitting Brothers' respective acts and conduct as asserted
7 in your Second Affirmative Defense.

8 **ANSWER TO INTERROGATORY NO. 15:**

9 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
10 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
11 "each and every fact" that APCO relied upon to support its position "that Zitting Brothers claims
12 have been waived as a result of Zitting Brothers' respective acts and conduct as asserted in your
13 Second Affirmative Defense." Broad ranging written discovery is improper when it essentially
14 subsumes every fact in the case. See Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D.
15 Kan. 1998); Safeco of Am. V. Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v.
16 First Kan. Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc.,
17 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO further objects to this Interrogatory on the
18 grounds of attorney client privilege and/or attorney work product. APCO further objects that this
19 Interrogatory is premature, as discovery has just commenced on this matter and APCO has not
20 yet identified all facts that it intends to use relative the Zitting Brothers' action.

21 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6,
22 and 7 above, which are incorporated herein by this reference. Also, see documents identified by
23 Bate Stamp No. APC000000001⁸ through APC000078992 and APCO104200 through 104234,
24 which APCO has deposited into a depository established by APCO for this litigation matter with
25 Litigation Services and/or are hereby made available for review and copying (at requestor's
26 expense) at a mutually agreeable time and place. Discovery is ongoing. APCO reserves the right

27
28 ⁸ See Footnote No. 1.

1 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure
2 and analysis continues.

3 **INTERROGATORY NO. 16:**

4 State each and every fact that you rely on to support your position that Zitting Brothers'
5 claims are premature as asserted in your Thirteenth Affirmative Defense.

6 **ANSWER TO INTERROGATORY NO. 16:**

7 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
8 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
9 "each and every fact" that APCO relied upon to support its position "Zitting Brothers' claims are
10 premature as asserted in your Thirteenth Affirmative Defense." Broad ranging written discovery
11 is improper when it essentially subsumes every fact in the case. See Hiskett v. Wal-Mart Stores,
12 Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of Am. V. Rawstron, 181 F.R.D. 441, 447048
13 (C.D. Cal. 1998); Lawrence v. First Kan. Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan.
14 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO further objects to
15 this Interrogatory on the grounds of attorney client privilege and/or attorney work product.
16 APCO further objects that this Interrogatory is premature, as discovery has just commenced on
17 this matter and APCO has not yet identified all facts that it intends to use relative the Zitting
18 Brothers' action.

19 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6,
20 and 7 above, which are incorporated herein by this reference. Also, see documents identified by
21 Bate Stamp No. APC000000001⁹ through APC000078992 and APCO104200 through 104234,
22 which APCO has deposited into a depository established by APCO for this litigation matter with
23 Litigation Services located at and/or are hereby made available for review and copying (at
24 requestor's expense) at a mutually agreeable time and place. Discovery is ongoing. APCO
25 reserves the right to supplement or amend its Response to this Interrogatory as investigation,
26 discovery, disclosure and analysis continues.

27 _____
28 ⁹ See Footnote No. 1.

1 **INTERROGATORY NO. 17:**

2 State each and every fact that you rely on to support your position that Zitting Brothers'
3 claims for relief against Gemstone are barred by Zitting Brothers' prior breach of contract
4 including the failure to perform any conditions precedent or conditions subsequent as asserted in
5 your Twelfth Affirmative Defense.

6 **ANSWER TO INTERROGATORY NO. 17:**

7 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
8 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
9 "each and every fact" that APCO relied upon to support its position "that Zitting Brothers'
10 claims for relief against Gemstone are barred by Zitting Brothers' prior breach of contract
11 including the failure to perform any conditions precedent or conditions subsequent as asserted in
12 your Twelfth Affirmative Defense." Broad ranging written discovery is improper when it
13 essentially subsumes every fact in the case. See Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D.
14 403, 404 (D. Kan. 1998); Safeco of Am. V. Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998);
15 Lawrence v. First Kan. Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v.
16 SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO further objects to this Interrogatory on
17 the grounds of attorney client privilege and/or attorney work product. APCO further objects that
18 this Interrogatory is premature, as discovery has just commenced on this matter and APCO has
19 not yet identified all facts that it intends to use relative the Zitting Brothers' action.

20 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6,
21 and 7 above, which are incorporated herein by this reference. Also, see documents identified by
22 Bate Stamp No. APC000000001¹⁰ through APC000078992 and APC0104200 through 104234,
23 which APCO has deposited into a depository established by APCO for this litigation matter with
24 Litigation Services and/or are hereby made available for review and copying (at requestor's
25 expense) at a mutually agreeable time and place. Discovery is ongoing. APCO reserves the right
26 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure

27 _____
28 ¹⁰ See Footnote No. 1.

1 and analysis continues.

2 **INTERROGATORY NO. 18:**

3 State each and every fact that you rely on to support your claim that Zitting Brothers
4 failed to comply with the requirements contained in NRS Chapter 108 and thus does not have a
5 valid and enforceable lien against the property at issue as asserted in your Nineteenth
6 Affirmative Defense

7 **ANSWER TO INTERROGATORY NO. 18:**

8 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
9 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
10 "each and every fact" that APCO relied upon to support its position "that Zitting Brothers failed
11 to comply with the requirements contained in NRS Chapter 108 and thus does not have a valid
12 and enforceable lien against the property at issue as asserted in your Nineteenth Affirmative
13 Defense." Broad ranging written discovery is improper when it essentially subsumes every fact
14 in the case. See Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of
15 Am. V. Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v. First Kan. Bank &
16 Trust Co., 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-
17 87 (D. Kan. 1997). APCO further objects to this Interrogatory on the grounds of attorney client
18 privilege and/or attorney work product. APCO further objects that this Interrogatory is
19 premature, as discovery has just commenced on this matter.

20 Subject to and without waiving any objections, APCO responds as follows: Discovery is
21 ongoing. APCO reserves the right to supplement or amend its Response to this Interrogatory as
22 investigation, discovery, disclosure and analysis continues.

23 **INTERROGATORY NO. 19:**

24 Identify and describe any and all complaints you made either verbally or in writing
25 regarding the quality of work, materials, and/or equipment furnished by Zitting Brothers at the
26 Project prior to the initiation of this lien action.

27 **ANSWER TO INTERROGATORY NO. 19:**

28 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is

1 vague, ambiguous, overly broad, unduly burdensome and oppressive because it seeks to force
2 APCO to identify "all complaints you have regarding the quality of work materials, and/or
3 equipment furnished by Zitting Brothers at the Project." Broad ranging interrogatories are
4 improper when they essentially subsume every fact in the case or every person having
5 knowledge. See Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998).
6 ("Interrogatories should not require the answering party to provide a narrative account of its
7 case."). Parties can hardly know when they have identified "all" facts, persons, and documents
8 with respect to anything — particularly before the close of discovery. "How can the court make
9 enforceable orders with reference to 'all' of anything?" Often, the relevance of a particular fact
10 to a particular issue is not known until clarified and put into context by testimony at deposition
11 or trial. Such a question places the responding party in an impossible position. See id.; Safeco of
12 Am. V. Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998)(finding unreasonable an
13 interrogatory calling for all facts supporting denial of a request for admission); Lawrence v. First
14 Kan. Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170
15 F.R.D. 182, 186-87 (D. Kan. 1997)(finding unduly burdensome an interrogatory seeking to
16 require plaintiff to state 'each and every fact' supporting allegations of a complaint).

17 Subject to, and without waiving the foregoing objections, Gemstone has asserted various
18 complaints about the quality of the work performed by APCO and its subcontractors. As of this
19 time, Gemstone has not identified specific issues that Gemstone has with APCO's or its
20 subcontractor's work, including that of Zitting Brothers. However, as a result of Gemstone's
21 assertions that there are issues with the quality of the work performed on the Project, Gemstone
22 has failed to pay APCO for the work that APCO performed including the work that was
23 performed by Zitting Brothers. Discovery is ongoing. APCO reserves the right to supplement or
24 amend its response to this Interrogatory as investigation, discovery, disclosure and analysis
25 continues.

26 ...

27 ...

28 ...

1 INTERROGATORY NO. 20:

2 State each and every fact that you rely on to support your claim that Zitting Brothers has
3 failed to comply with the requirements of NRS 624 as asserted in your Eighteenth Affirmative
4 Defense.

5 ANSWER TO INTERROGATORY NO. 20:

6 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
7 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
8 "each and every fact" that APCO relied upon to support its position "that Zitting Brothers has
9 failed to comply with the requirements of NRS 624 as asserted in your Eighteenth Affirmative
10 Defense." Broad ranging written discovery is improper when it essentially subsumes every fact
11 in the case. See Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of
12 Am. V. Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v. First Kan. Bank &
13 Trust Co., 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-
14 87 (D. Kan. 1997). APCO further objects to this Interrogatory on the grounds of attorney client
15 privilege and/or attorney work product. APCO further objects that this Interrogatory is
16 premature, as discovery has just commenced on this matter and APCO has not yet identified all
17 facts that it intends to use relative the Zitting Brothers' action.

18 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6
19 and 7 above, which are incorporated herein by this reference. Also, see documents identified by
20 Bate Stamp No. APC000000001¹¹ through APC000078992 and APC0104200 through 104234,
21 which APCO has deposited into a depository established by APCO for this litigation matter with
22 Litigation Services and/or are hereby made available for review and copying (at requestor's
23 expense) at a mutually agreeable time and place. Discovery is ongoing. APCO reserves the right
24 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure
25 and analysis continues.

26 ...

27 _____
28 ¹¹ See Footnote No. 1.

1 **INTERROGATORY NO. 21:**

2 Identify, sufficiently to permit service of subpoena, each witness to this action known to
3 you, your attorney, agent or any investigator or detective employed by you or your attorney or
4 anyone acting on your behalf, which you intend to have testify at the time of trial relative the
5 work, material, and/or equipment supplied by Zitting Brothers and provide a brief statement of
6 their anticipated testimony.

7 **ANSWER TO INTERROGATORY NO. 21:**

8 Objection. APCO reiterates its General Objections and adds that as this action is in the
9 initial stages of discovery, and APCO has not yet determined which witnesses APCO intends "to
10 have testify at the time of trial relative the work, material, and/or equipment supplied by Zitting
11 Brothers". APCO further objects that this Interrogatory is premature. APCO further objects as
12 the Interrogatory seeks information which is protected from disclosure by the attorney's work
13 product privilege. APCO further objects on the basis that the Interrogatory seeks disclosure of
14 trial witnesses (other than experts) and is therefore violative of the attorney work product
15 privilege. APCO further objects on the basis that the Interrogatory seeks to ascertain the
16 anticipated testimony of witnesses who are not "experts" and as such violate the attorney work
17 product privilege. APCO further objects on the basis that the question seeks to ascertain all facts
18 and other data which APCO intends to offer at trial and, as such, is violative of the attorney work
19 product privilege. APCO further objects on the grounds that this Interrogatory is vague,
20 ambiguous, overly broad, unduly burdensome and oppressive because it seeks to force APCO to
21 identify "each witness to this action known to you, your attorney, agent, or any investigator or
22 detective employed by you or your attorney or anyone acting on your behalf, and provide a brief
23 statement of their anticipated testimony." See also, Response to Interrogatory No. 1 above,
24 which is incorporated herein by this reference.

25 Furthermore, APCO objects to this Interrogatory insofar as it purports to require APCO
26 to describe the substance of each person's knowledge for the reason that such a requirement
27 seeks to impose burdens on APCO beyond those permitted by the Nevada Rules of Civil
28 Procedure, calls for APCO to speculate, is overly broad and unduly burdensome and seeks

1 information protected from disclosure by the attorney-client, work product, party
2 communications, investigative, and consulting expert privileges. Subject to and without waiving
3 any objections, APCO anticipates that the following individuals may be witnesses and/or have
4 relevant information relative the claims asserted in this action:

- 5 1. Brian Benson
6 APCO Construction
7 Marquis Aurbach Coffing
8 10001, Park Run Drive
9 Las Vegas, Nevada 89145

10 Mr. Nickerl will testify regarding the facts and circumstances surrounding this action
11 and provide other testimony to support the allegations of APCO's Complaint against Gemstone
12 and all other claims that APCO has asserted against various subcontractors. Mr. Nickerl will
13 further provide testimony to refute the allegations of Gemstone's Counterclaim and various
14 Complaints in Intervention filed by various subcontractors.

- 15 2. Joe Pelan
16 APCO Construction
17 Marquis Aurbach Coffing
18 10001, Park Run Drive
19 Las Vegas, Nevada 89145

20 Mr. Pelan will testify regarding the facts and circumstances surrounding this action and
21 provide other testimony to support the allegations of APCO's Complaint against Gemstone and
22 all other claims that APCO has asserted against various subcontractors. Mr. Pelan will further
23 provide testimony to refute the allegations of Gemstone's Counterclaim and various Complaints
24 in Intervention filed by various subcontractors.

- 25 3. Lisa Lynn
26 APCO Construction
27 Marquis Aurbach Coffing
28 10001, Park Run Drive
Las Vegas, Nevada 89145

Ms. Lynn will testify regarding the facts and circumstances surrounding this action.

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- 1 4. Mary Jo Allen
2 APCO Construction
3 Marquis Aurbach Coffing
4 10001 Park Run Drive
5 Las Vegas, Nevada 89145

6 Ms. Allen is expected to testify regarding the amounts due to APCO on the Manhattan
7 West Project and shall further provide other testimony in support of the allegations of APCO's
8 Complaint.

- 9 5. Person Most Knowledgeable - APCO
10 c/o Gwen Rutar Mullins, Esq.
11 Marquis Aurbach Coffing
12 10001, Park Run Drive
13 Las Vegas, Nevada 89145

14 Person Most Knowledgeable of APCO will testify regarding the facts and circumstances
15 surrounding this action, will support the allegations of APCO's Complaints and will refute the
16 allegations of the Counterclaim and/or various Complaints in Intervention as they are asserted
17 against APCO.

- 18 6. The Person Most Knowledgeable
19 Gemstone Development West, Inc.
20 c/o Alexander Edelstein, registered Agent
21 10170 W. Tropicana Ave., Suite 156-169
22 Las Vegas, Nevada 89147

23 The Person Most Knowledgeable of Gemstone Development West, Inc. is expected to
24 testify regarding the facts and circumstances related to the claims made in this action.

- 25 7. Alexander Edelstein
26 10170 W. Tropicana Ave., Suite 156-169
27 Las Vegas, Nevada 89147

28 Mr. Edelstein is expected to testify regarding the facts and circumstances related to the
claims made in this action.

8. Pete Smith
 Gemstone Development West, Inc.
 Address unknown

 Mr. Smith is expected to testify regarding the facts and circumstances related to the
claims made in this action.

1 9. Craig Colligan
2 Address unknown

3 Mr. Colligan is expected to testify regarding the facts and circumstances related to the
4 claims made in this action.

5 10. The Person Most Knowledgeable
6 Scott Financial Services, Inc.
7 c/o Kemp, Jones & Coulthard
8 3800 Howard Hughes Pkwy., 17th Floor
9 Las Vegas, Nevada 89169

10 The Person Most Knowledgeable of Scott Financial Services, Inc. is expected to testify
11 regarding the facts and circumstances related to the claims made by in this action.

12 11. Bradley J. Scott
13 c/o Kemp, Jones & Coulthard
14 3800 Howard Hughes Pkwy., 17th Floor
15 Las Vegas, Nevada 89169

16 Mr. Scott is expected to testify regarding the facts and circumstances related to the
17 claims made by in this action.

18 12. The Person Most Knowledgeable
19 Bank of Oklahoma
20 c/o Lewis and Roca, LLP
21 3993 Howard Hughes Pkwy., Ste. 600
22 Las Vegas, Nevada 89169

23 The Person Most Knowledgeable of Bank of Oklahoma is expected to testify regarding
24 the facts and circumstances related to the claims made in this action.

25 13. The Person Most Knowledgeable
26 Club Vista Financial Services, LLC
27 c/o Cooksey, Toolen, Gage, Duffy & Woog
28 3930 Howard Hughes Pkwy., Ste. 200
Las Vegas, Nevada 89169

The Person Most Knowledgeable of Club Vista Financial Services, LLC is expected to
testify regarding the facts and circumstances related to the claims made in this action.

14. The Person Most Knowledgeable
Tharaldson Motels II, Inc.
c/o Cooksey, Toolen, Gage, Duffy & Woog
3930 Howard Hughes Pkwy., Ste. 200
Las Vegas, Nevada 89169

1 The Person Most Knowledgeable of Tharaldson Motels II, Inc. is expected to testify
2 regarding the facts and circumstances related to the claims made in this action.
3

4 15. Gary D. Tharaldson
5 c/o Cooksey, Toolen, Gage, Duffy & Woog
6 3930 Howard Hughes Pkwy., Ste. 200
7 Las Vegas, Nevada 89169

8 Mr. Tharaldson is expected to testify regarding the facts and circumstances related to the
9 claims made in this action.
10

11 16. Aaron Davis
12 Insulpro Projects, Inc.
13 c/o Eric Dobberstein, Esq.
14 DOBBERSTEIN & ASSOCIATES
15 8965 S. Eastern Avenue, Suite 280
16 Las Vegas, Nevada 89123

17 Mr. Davis is expected to testify as to his understanding of the facts of this matter forming
18 the basis of Insulpro's lawsuit against APCO.
19

20 17. Cheryl Johnson
21 Insulpro Projects, Inc.
22 c/o Eric Dobberstein, Esq.
23 DOBBERSTEIN & ASSOCIATES
24 8965 S. Eastern Avenue, Suite 280
25 Las Vegas, Nevada 89123

26 Ms. Johnson is expected to testify as to her understanding of the facts of this matter
27 forming the basis of Insulpro's lawsuit against APCO.
28

18. Matthew Hashagen
Insulpro Projects, Inc.
c/o Eric Dobberstein, Esq.
DOBBERSTEIN & ASSOCIATES
8965 S. Eastern Avenue, Suite 280
Las Vegas, Nevada 89123

Mr. Hashagen is expected to testify as to his understanding of the facts of this matter
forming the basis of Insulpro's lawsuit against APCO.

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1 19. The Person Most Knowledgeable
2 Pressure Grout Company, Inc.
3 c/o T. James Truman, Esq.
4 T. James Truman & Associates
3654 North Rancho Drive
Las Vegas, Nevada 89130

5 The Person Most Knowledgeable for PGC is expected to testify as regarding the
6 circumstances of this matter forming the basis of PGC's claims against APCO.

7 20. H.R. Alalusi
8 Pressure Grout Company, Inc.
9 c/o T. James Truman, Esq.
T. James Truman & Associates
3654 North Rancho Drive
10 Las Vegas, Nevada 89130

11 H.R. Alalusi is expected to testify as regarding the circumstances of this matter forming
12 the basis of PGC's claims against APCO and regarding the PGC's work on the Projects and
13 issues relating thereto.

14 21. Jim Thompson
15 REI/Structural
16 700 17th Street, Ste. 1900
Denver, CO 80202
(303)575-9510

17 Mr. Thompson is expected to testify regarding the circumstances of this matter including
18 the improper workmanship of PGC on the Project which resulted in findings that some of the
19 columns capitals on Buildings 8 and 9 needed to be demolished or reconstructed. Mr.
20 Thompson is further expected to testify about the defective work performed by PGC on the
21 Project.

22 22. Robert D. Redwine
23 Civil Structural Engineer
24 700 17th Street, Ste. 1900
Denver, CO 80202
(303)575-9510

25 Mr. Redwine is expected to testify regarding the circumstances of this matter including
26 the improper workmanship of PGC on the Project which resulted in findings that some of the
27 columns capitals on Buildings 8 and 9 needed to be demolished or reconstructed. Mr. Redwine
28

1 is further expected to testify about the defective work performed by PGC on the Project.

2 23. The Person Most Knowledgeable
3 Zitting Brothers Construction
4 c/o Jorge Ramirez, Esq.
5 WILSON, ELSE, MOSKOWITZ, EDLEMAN & DICKER LLP
6 415 South Sixth Street, Ste. 300
7 Las Vegas, Nevada 89101

8 The Person Most Knowledgeable for Zitting Brothers Construction, Inc. is expected to
9 testify as to his/her understanding of the facts of this matter forming the basis Zitting Brothers'
10 lawsuit against APCO.

11 APCO further expects that each of the subcontractors who are participating in this action
12 will also testify as to his/her understanding of the facts on this matter and to support their claims
13 that were asserted in this action. Also, see APCO's disclosure of witnesses previously served on
14 this matter. Discovery is ongoing. APCO reserves the right to supplement or amend its response
15 to this Interrogatory as investigation, discovery, disclosure and analysis continues.

16 **INTERROGATORY NO. 22:**

17 Identify all documents, records, writings, etc., that support your Answers to these
18 Interrogatories and your responses to Requests for Admission.

19 **ANSWER TO INTERROGATORY NO. 22:**

20 Objection. APCO objects to this Interrogatory as being overly broad, unduly burdensome
21 and oppressive because it seeks to force APCO to identify "all documents, records, writings, etc.,
22 that support your Answers to these Interrogatories and your responses to Requests for
23 Admission." Broad ranging written discovery is improper when it essentially subsumes every
24 fact in the case. See Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998);
25 Safeco of Am. V. Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v. First Kan.
26 Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D.
27 182, 186-87 (D. Kan. 1997). APCO further objects to this Interrogatory on the grounds of
28 attorney client privilege and/or attorney work product. APCO further objects that this
Interrogatory is premature, as discovery has just commenced on this matter and APCO has not
yet identified all facts that it intends to use relative the Zitting Brothers' action.

1 Subject to and without waiving any objections, see documents identified by Bate Stamp
2 No. APC000000001¹² through APC000078992 and APCO104200 through 104234, which APCO
3 has deposited into a depository established by APCO for this litigation matter with Litigation
4 Services and/or are hereby made available for review and copying (at requestor's expense) at a
5 mutually agreeable time and place. Discovery is ongoing. APCO reserves the right to supplement
6 or amend its Response to this Interrogatory as investigation, discovery, disclosure and analysis
7 continues.

8 **INTERROGATORY NO. 23:**

9 State the names, address and telephone number of each and every individual known to
10 you who has knowledge of the facts involved in this matter including, but not limited to, Zitting
11 Brothers' work, material, and/or equipment at the Project.

12 **ANSWER TO INTERROGATORY NO. 23:**

13 Objection. APCO objects to this Interrogatory on basis that it is overly broad, unduly
14 burdensome and oppressive because it seeks to force APCO to identify "each and every
15 individual known to you who has knowledge of the facts involved in this matter including, but
16 not limited to, Zitting Brothers' work, material, and/or equipment at the Project." Broad ranging
17 written discovery is improper when it essentially subsumes every fact in the case. See Hiskett v.
18 Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of Am. V. Rawstron, 181
19 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v. First Kan. Bank & Trust Co., 169 F.R.D. 657,
20 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO
21 further objects to this Interrogatory on the grounds of attorney client privilege and/or attorney
22 work product. APCO further objects that this Interrogatory is premature, as discovery has just
23 commenced on this matter and APCO has not yet identified all individuals that have facts
24 relative this matter.

25 Subject to and without waiving any objections, see Response to Interrogatory No. 21
26 above. Also, see APCO's disclosure of witnesses previously served on this matter. Discovery is
27

28 ¹² See Footnote No. 1.

1 ongoing. APCO reserves the right to supplement or amend its Response to this Interrogatory as
2 investigation, discovery, disclosure and analysis continues.

3 **INTERROGATORY NO. 24:**

4 State each and every fact that supports your position that you are not legally liable for
5 payment to Zitting Brothers for the work, material, and/or equipment that it furnished on the
6 Project.

7 **ANSWER TO INTERROGATORY NO. 24:**

8 Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is
9 overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify
10 "each and every fact that supports your position that you are not legally liable for payment to
11 Zitting Brothers for the work, material, and/or equipment that it furnished on the Project." Broad
12 ranging written discovery is improper when it essentially subsumes every fact in the case. See
13 Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of Am. V.
14 Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v. First Kan. Bank & Trust Co.,
15 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D.
16 Kan. 1997). APCO further objects to this Interrogatory on the grounds of attorney client
17 privilege and/or attorney work product. APCO further objects that this Interrogatory is
18 premature, as discovery has just commenced on this matter and APCO has not yet identified all
19 facts that it intends to use relative the Zitting Brothers' action.

20 Subject to and without waiving any objections, See Responses to Interrogatory No. 1, 6,
21 and 7 above, which are incorporated herein by this reference. Also, see documents identified by
22 Bate Stamp No. APC000000001¹³ through APC000078992 and APC0104200 through 104234,
23 which APCO has deposited into a depository established by APCO for this litigation matter with
24 Litigation Services and/or are hereby made available for review and copying (at requestor's
25 expense) at a mutually agreeable time and place. Discovery is ongoing. APCO reserves the right
26 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure

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28 ¹³ See Footnote No. 1.

1 and analysis continues.

2 **INTERROGATORY NO. 25:**

3 Identify each person you expect to call as an expert witness at the time of trial in this
4 action. With respect to each, please state:

5 a. the subject matter on which the expert is expected to testify, the substance of the facts
6 and opinions to which each expert is expected to testify;

7 b. a summary of the grounds for each opinion;

8 c. whether written document was prepared by such expert;

9 d. the professional title, educational background, qualifications and work experience of
10 each such expert.

11 **ANSWER TO INTERROGATORY NO. 25:**

12 Objection. APCO objects to this Interrogatory on the grounds that it is premature. APCO
13 has not yet decided on which, if any, expert witnesses might be called at trial. In fact, APCO has
14 not yet retained any expert witness on this matter. Discovery is ongoing. APCO reserves the
15 right to supplement this Response when APCO has retained an expert witness on this matter.

16 **INTERROGATORY NO. 26:**

17 Identify any and all exhibits which you intend to produce at the time of trial in this matter
18 as it relates to the claims brought by Zitting Brothers and the work, material, and/or equipment
19 furnished by Zitting Brothers on the Project.

20 **ANSWER TO INTERROGATORY NO. 26:**

21 Objection. APCO objects to this Interrogatory on the grounds that it is premature. APCO
22 has yet to determine the exhibits to be produced at trial. See also Response to Interrogatory No. 1
23 above, which is incorporated herein by this reference. Subject to and without waiving any
24 objections, see documents identified by Bate Stamp No. APC000000001¹⁴ through
25 APC000078992 and APC0104200 through 104234, which APCO has deposited into a
26 depository established by APCO for this litigation matter with Litigation Services and/or are

27 ¹⁴ See Footnote No. 1.
28

1 hereby made available for review and copying (at requestor's expense) at a mutually agreeable
2 time and place. See also documents produced by other parties to this action, including any
3 documents produced by Zitting Brothers in this action. Discovery is ongoing. APCO reserves the
4 right to supplement or amend its Response to this Interrogatory as investigation, discovery,
5 disclosure and analysis continues.

6 **INTERROGATORY NO. 27:**

7 If you have asserted or intend to assert any causes of action, counter-claims, cross-claims,
8 or any other similar claim against Zitting Brothers in this matter, identify each and state all facts
9 you rely on to support each claim.

10 **ANSWER TO INTERROGATORY NO. 27:**

11 Objection. APCO objects on the basis that the Interrogatory is overly broad, vague,
12 ambiguous, indefinite as to time and without reasonable limitation in its scope. APCO further
13 objects on the basis that the question is oppressive, harassing and burdensome; the information
14 sought seeks APCO's counsel's legal analysis and theories regarding laws, ordinances, safety
15 orders, etc., which are equally available to Zitting Brothers; the question also invades the
16 attorney's work product privilege. APCO further objects on the basis that the question seeks to
17 invade APCO's counsel's work product privilege in that it calls for him to provide an analysis of
18 written data. APCO further objects on the basis that the question seeks to ascertain all facts and
19 other data which APCO intends to offer at trial and, as such, is violative of the attorney work
20 product privilege. APCO objects on the basis that the attorney-client privilege protects disclosure
21 of the information sought.

22 Subject to and without waiving any objections, APCO, in view of the claims that have
23 been asserted by Gemstone, APCO is evaluating all of its options, including asserting claims
24 against Zitting Brothers, including, but not limited to, breach of contract, unjust enrichment,
25 indemnity, set off, and contribution. Discovery is ongoing. APCO reserves the right to
26 supplement or amend its response to this Interrogatory as investigation, discovery, disclosure and
27 analysis continues.

1 **INTERROGATORY NO. 28:**

2 Please identify the first and last date Zitting Brothers performed work and describe in
3 detail Zitting Brothers' scope of work for the Project.

4 **ANSWER TO INTERROGATORY NO. 28:**

5 Objection. APCO objects on the basis that the Interrogatory is oppressive, harassing and
6 burdensome as the information sought information that is equally available to Zitting Brothers.

7 Subject to and without waiving any objections, APCO responds as follows: Zitting
8 Brothers commenced with its work on the Project sometime in November 2007. APCO does not
9 know the last date that Zitting Brothers performed work on the Project. APCO understands that
10 Zitting Brothers continued to perform work on the Project after APCO ceased its work and
11 terminated the prime contract with Gemstone. Discovery is ongoing. APCO reserves the right to
12 supplement or amend its response to this Interrogatory as investigation, discovery, disclosure and
13 analysis continues.

14 **INTERROGATORY NO. 29:**

15 For each of the Request for Admissions, which were served upon you concurrently with
16 these Interrogatories that you denied, either in whole or in part, please state with particularity the
17 reasons for each and every denial.

18 **ANSWER TO INTERROGATORY NO. 29:**

19 Objection. This Interrogatory calls for multiple responses as there were denials made by
20 APCO to Zitting Brothers' Requests for Admissions. APCO objects to any attempt by Zitting
21 Brothers to evade any numerical limitations set on interrogatories by asking multiple
22 independent questions within single individual questions and subparts. APCO further objects on
23 the grounds of relevance and that this Interrogatory is vague, ambiguous, overly broad, unduly
24 burdensome and oppressive because it seeks to force APCO to identify "each and every denial."
25 See also Response to Interrogatory No. 1 above, which is incorporated herein by this reference.
26 Subject to and without waiving any objections, see APCO's Responses to Zitting Brothers'
27 Requests for Admissions. See also, Responses to Interrogatory No. 1, 6, and 7 above, which are
28 incorporated herein by this reference. Also, see documents identified by Bate Stamp No.

1 APC000000001¹⁵ through APC000078992 and APCO104200 through 104234, which APCO has
2 deposited into a depository established by APCO for this litigation matter with Litigation
3 Services and/or are hereby made available for review and copying (at requestor's expense) at a
4 mutually agreeable time and place. Discovery is ongoing. APCO reserves the right to supplement
5 or amend its Response to this Interrogatory as investigation, discovery, disclosure and analysis
6 continues.

7 **INTERROGATORY NO. 30:**

8 Identify all facts and circumstances leading up to your issuance of the stop work order to
9 Zitting Brothers and describe any and all reasons you believe you were justified you in taking
10 such action.

11 **ANSWER TO INTERROGATORY NO. 30:**

12 Objection. APCO objects to this request for Interrogatory is overly broad, unduly
13 burdensome and oppressive because it seeks to force APCO to identify "all facts and
14 circumstances leading up to your issuance of the stop work order to Zitting Brothers and describe
15 any and all reasons you believe you were justified you in taking such action." Broad ranging
16 written discovery is improper when it essentially subsumes every fact in the case. See Hiskett v.
17 Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998); Safeco of Am. V. Rawstron, 181
18 F.R.D. 441, 447048 (C.D. Cal. 1998); Lawrence v. First Kan. Bank & Trust Co., 169 F.R.D. 657,
19 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170 F.R.D. 182, 186-87 (D. Kan. 1997). APCO
20 further objects to this Interrogatory on the grounds of attorney client privilege and/or attorney
21 work product. APCO further objects that this Interrogatory is premature, as discovery has just
22 commenced on this matter and APCO has not yet identified all facts that it intends to use relative
23 the Zitting Brothers' action.

24 Subject to and without waiving any objections, APCO responds as follows: After APCO
25 was not paid by Gemstone for work that was being performed by APCO and its subcontractors,
26 APCO, pursuant to Nevada law, gave notice to Gemstone of its intent to stop work and terminate

27 ¹⁵ See Footnote No. 1.
28

1 the prime contract unless payment was made. APCO provided a copy of such notice to its
2 subcontractors, including Zitting Brothers, so that the subcontractors, including Zitting Brother,
3 could take whatever action they deemed necessary to protect their respective rights under
4 Nevada law. After payment from Gemstone was not made, APCO, as allowed under Nevada law,
5 terminated its prime contract with Gemstone and further notified its subcontractors, including
6 Zitting Brothers of such termination. See also, Responses to Interrogatory No. 1, 6, and 7 above,
7 which are incorporated herein by this reference. Also, see documents identified by Bate Stamp
8 No. APC000000001¹⁶ through APC000078992 and APCO104200 through 104234, which APCO
9 has deposited into a depository established by APCO for this litigation matter with Litigation
10 Services and/or are hereby made available for review and copying (at requestor's expense) at a
11 mutually agreeable time and place. Discovery is ongoing. APCO reserves the right to supplement
12 or amend its Response to this Interrogatory as investigation, discovery, disclosure and analysis
13 continues.

14 **INTERROGATORY NO. 31:**

15 If you or any officer, director, or employee of APCO has had any conversations with
16 Zitting Brothers regarding the facts alleged in Zitting Brothers Complaint against APCO and
17 Gemstone, please state the dates of each conversation, the parties, involved, the contents of the
18 conversation, and what was said.

19 **ANSWER TO INTERROGATORY NO. 31:**

20 Objection. APCO objects on the grounds of relevance and further objects that this
21 Interrogatory is vague, ambiguous, overly broad, unduly burdensome and oppressive because it
22 seeks to force APCO to identify any conversations that APCO may have had with Zitting
23 Brothers including the dates of each conversation, persons involved and the contents of the
24 conversations. APCO further objects to this Interrogatory on the grounds that the burden of
25 deriving or ascertaining the answer to this Interrogatory is substantially the same for Zitting
26 Brothers as for APCO. See also Response to Interrogatory No. 2 above, which is incorporated

27 ¹⁶ See Footnote No. 1.
28

1 herein by this reference.

2 Subject to and without waiving any objections, APCO, during the course of construction,
3 had numerous conversations with Zitting Brothers relative Zitting Brothers' work and the Project
4 in general. APCO is unable to recall each and every conversation and their contents. Discovery is
5 ongoing. APCO reserves the right to supplement or amend its response to this Interrogatory as
6 investigation, discovery, disclosure and analysis continues.

7 **INTERROGATORY NO. 32:**

8 If you or any officer, director, or employee of APCO has had any conversations with
9 Camco regarding the facts alleged in Zitting Brothers Complaint against APCO and Gemstone,
10 please state the dates of each conversation, the parties, involved, the contents of the conversation,
11 and what was said.

12 **ANSWER TO INTERROGATORY NO. 32:**

13 Objection. APCO objects on the grounds of relevance and further objects that this
14 Interrogatory is vague, ambiguous, overly broad, unduly burdensome and oppressive because it
15 seeks to force APCO to identify any conversations that APCO may have had with Camco
16 including the dates of each conversation, persons involved and the contents of the conversations.
17 See also Response to Interrogatory No. 2 above, which is incorporated herein by this reference.

18 Subject to and without waiving any objections, APCO, does not recall having any
19 conversations with Camco regarding Zitting Brothers' work or otherwise. Discovery is ongoing.
20 APCO reserves the right to supplement or amend its response to this Interrogatory as
21 investigation, discovery, disclosure and analysis continues.

22 **INTERROGATORY NO. 33:**

23 If you or any officer, director, or employee of APCO has had any conversations with
24 Gemstone regarding the facts alleged in Zitting Brothers' Complaint against APCO and
25 Gemstone, please state the dates of each conversation, the parties, involved, the contents of the
26 conversation, and what was said.

27 ...

28 ...

1 **ANSWER TO INTERROGATORY NO. 33:**

2 Objection. APCO objects on the grounds of relevance and further objects that this
3 Interrogatory is vague, ambiguous, overly broad, unduly burdensome and oppressive because it
4 seeks to force APCO to identify any conversations that APCO may have had with Gemstone
5 including the dates of each conversation, persons involved and the contents of the conversations.
6 See also Response to Interrogatory No. 2 above, which is incorporated herein by this reference.

7 Subject to and without waiving any objections, APCO, during the course of construction,
8 undoubtedly had some conversations with Gemstone relative Zitting Brothers' work and the
9 Project in general. APCO is unable to recall each and every conversation and their contents.
10 Discovery is ongoing. APCO reserves the right to supplement or amend its response to this
11 Interrogatory as investigation, discovery, disclosure and analysis continues.

12 **INTERROGATORY NO. 34:**

13 If you or any officer, director, or employee of APCO has had any conversations with any
14 Third-Party regarding the facts alleged in Zitting Brothers' Complaint against APCO and
15 Gemstone, please state the dates of each conversation, the parties, involved, the contents of the
16 conversation, and what was said.

17 **ANSWER TO INTERROGATORY NO. 34:**

18 Objection. APCO objects on the grounds of relevance and further objects that this
19 Interrogatory is vague, ambiguous, overly broad, unduly burdensome and oppressive because it
20 seeks to force APCO to identify any conversations that APCO may have had with a Third Party
21 including the dates of each conversation, persons involved and the contents of the conversations.
22 See also Response to Interrogatory No. 2 above, which is incorporated herein by this reference.

23 Subject to and without waiving any objections, APCO does not recall having any
24 conversations with a "Third-Party" regarding Zitting Brothers' work or otherwise. Discovery is
25 ongoing. APCO reserves the right to supplement or amend its response to this Interrogatory as
26 investigation, discovery, disclosure and analysis continues.

27 ...

28 ...

1 **INTERROGATORY NO. 35:**

2 If you contend that your lien has priority over any other party in this matter, including
3 Zitting Brothers, please state each and every fact supporting your claim.

4 **ANSWER TO INTERROGATORY NO. 35:**

5 Objection. APCO objects on the grounds of relevance and further objects that this
6 Interrogatory is vague, ambiguous, overly broad, unduly burdensome and oppressive because it
7 seeks to force APCO to identify "each and every fact supporting" "that your lien has priority
8 over any other party in this matter." See also Response to Interrogatory No. 2 above, which is
9 incorporated herein by this reference.

10 Subject to and without waiving any objections, APCO responds as follows: APCO has
11 asserted priority over the deeds of trust that are of record against the Manhattan West Project
12 pursuant to NRS 108.225. Priority over the deeds of trusts is based on the fact that APCO first
13 performed work under the Grading Agreement on or about May 2007. APCO first performed
14 work under the ManhattanWest General Construction Agreement for GMP or about September
15 5, 2007. The deeds of trust on the property attached after construction work commenced. APCO
16 has further asked the Court to declare the rank of mechanic's liens pursuant to NRS 108.236. See
17 also documents identified by Bate Stamp No. APC000000001¹⁷ through APC000078992 and
18 APC0104200 through 104234, which APCO has deposited into a depository established by
19 APCO for this litigation matter with Litigation Services and/or are hereby made available for
20 review and copying (at requestor's expense) at a mutually agreeable time and place. Discovery is
21 ongoing; APCO reserves the right to supplement or amend its Response to this Interrogatory as
22 investigation, discovery, disclosure and analysis continues.

23 **INTERROGATORY NO. 36:**

24 Identify the amount of your lien and state whether any of the amounts owed to the
25 subcontractors in this matter, including Zitting Brothers, are included in said amount. If so,
26 provide a breakdown of all amounts making up your lien on the Project.

27 _____
28 ¹⁷ See Footnote No. 1.

ANSWER TO INTERROGATORY NO. 36:

The current principal amount of APCO's lien, as set forth in the Amended and Restated Notice of Lien that APCO recorded on February 11, 2009 in Book 20090211 as Instrument No. 48031, is \$20,782,659.95. APCO's lien includes an amounts owed to the subcontractors and/or suppliers through the date of APCO's termination of prime contract with Gemstone. APCO's lien does not include any sums for any work that any subcontractor and/or supplier may have performed and/or furnished after termination directly to Gemstone or through Camco. The breakdown of APCO's lien is as follows:

Original Contract Amount	\$153,472,300.00
Change Orders	\$14,597,570.26
Revised Contract Amount	\$168,069,870.26
Contract Work Performed & Billed thur August 2008	\$60,325,901.89
Change Order Work Performed thur August 2008	\$9,168,116.32
Total Work Performed thur August 2008	\$69,494,018.21
Less Pervious Payments	(\$48,711,358.26)
Final Lien Amount	\$20,782,659.95

Discovery is ongoing. APCO reserves the right to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure and analysis continues.

INTERROGATORY NO. 37:

Identify the date you started construction on the Project and describe the work that was performed during the first three months of the Project.

ANSWER TO INTERROGATORY NO. 37:

Objection. APCO objects on the grounds of relevance and further objects that this Interrogatory is vague, ambiguous, overly broad, unduly burdensome and oppressive because it seeks to force APCO to describe "the work that was performed during the first three months of the Project." APCO further objects on the grounds that it is vague and ambiguous in that

1 “construction”, “work” and “first three months of the Project” are not defined. See also Response
2 to Interrogatory No. 2 above, which is incorporated herein by this reference. Subject to and
3 without waiving any objections, APCO responds as follows: APCO first performed work under
4 the Grading Agreement on or about May 2007. APCO first performed work under the Manhattan
5 West General Construction Agreement for GMP or about September 5, 2007. See also
6 documents identified by Bate Stamp No. APC000000001¹⁸ through APC000078992 and
7 APC0104200 through 104234, which APCO has deposited into a depository established by
8 APCO for this litigation matter with Litigation Services and/or are hereby made available for
9 review and copying (at requestor’s expense) at a mutually agreeable time and place. Discovery is
10 ongoing; APCO reserves the right to supplement or amend its Response to this Interrogatory as
11 investigation, discovery, disclosure and analysis continues.

12 **INTERROGATORY NO. 38:**

13 Identify all payments received by you for the work, material, and/or equipment furnished
14 by Zitting Brothers at the Project for which Zitting has not been paid.

15 **ANSWER TO INTERROGATORY NO. 38:**

16 None. APCO has not received any payments for work, materials and/or equipment
17 furnished by Zitting Brothers at the Project for which Zitting Brother has not been paid by
18 APCO.

19 **INTERROGATORY NO. 39:**

20 Identify all facts, opinions, or law not set forth in other responses, which you contend
21 would excuse you from paying Zitting Brothers the owed and outstanding amounts for the work,
22 material, and/or equipment furnished by Zitting Brothers at the Project.

23 **ANSWER TO INTERROGATORY NO. 39:**

24 Objection. APCO objects on the grounds of relevance and further objects that this
25 Interrogatory is vague, ambiguous, overly broad, unduly burdensome and oppressive because it
26 seeks to force APCO to identify “all facts, opinions, or law not set forth in other responses,
27

28 ¹⁸ See Footnote No. 1.

1 which you contend would excuse you from paying Zitting Brothers the owed and outstanding
2 amounts for the work, material, and/or equipment furnished by Zitting Brothers at the Project.”
3 APCO further objects to this Request on the grounds of attorney client privilege and/or attorney
4 work product. APCO further objects that this Interrogatory is premature, as discovery has just
5 commenced on this matter and APCO has not yet identified all facts that it intends to use relative
6 the Zitting Brothers’ action. APCO further objects on the basis that to answer this Interrogatory
7 would result in annoyance, embarrassment, or oppression to APCO in that the question is overly
8 broad, vague, ambiguous, indefinite as to time and without reasonable limitation in its scope.
9 APCO further objects on the basis that the question is oppressive, harassing and burdensome; the
10 information sought seeks APCO’s counsel’s legal analysis and theories regarding laws,
11 ordinances, safety orders, etc., which are equally available to Zitting Brother; the question also
12 invades the attorney’s work product privilege. APCO further objects on the basis that the
13 question calls for information which is available to all parties equally, and is therefore oppressive
14 and burdensome to APCO. APCO further objects on the basis that the question seeks information
15 which is protected from disclosure by the attorney’s work product privilege. APCO further
16 objects on the basis that the question seeks to invade APCO’s counsel’s work product privilege
17 in that it calls for him to provide an analysis of written data and/or law.

18 APCO further objects to this Interrogatory on the ground that it calls for legal
19 conclusions. See also Response to Interrogatory No. 2 above, which is incorporated herein by
20 this reference. Subject to and without waiving any objections, APCO responds as follows:
21 Gemstone has asserted various complaints about the quality of the work performed by APCO
22 and its subcontractors. As of this time, Gemstone has not identified specific issues that Gemstone
23 has with APCO’s or its subcontractor’s work, including that of Zitting Brothers. However, as a
24 result of Gemstone’s assertions that there are issues with the quality of the work performed on
25 the Project, Gemstone has failed to pay APCO for the work that APCO performed, including the
26 work that was performed by Zitting Brothers. Pursuant to the terms of the Subcontract
27 Agreement, any payments to Zitting Brothers were specifically conditioned upon APCO’s actual
28 receipt of payment from Gemstone for Zitting Brothers’ work. Moreover, the Subcontract

specifically provided that Zitting Brothers was assuming the same risk that Gemstone may become insolvent and not be paid for its work as APCO assumed in entering into prime contract with Gemstone. Zitting Brothers further agreed that APCO had no obligation to pay Zitting Brothers for any work performed by Zitting Brothers until or unless APCO had actually been paid for such work by Gemstone. To date, APCO has not been paid for the work performed, including the work performed by Zitting Brothers. In fact, due to non-payment, APCO exercised its rights pursuant to NRS Chapter 624 and terminated the prime contract with Gemstone and further terminated the Subcontract with Zitting Brothers. After APCO ceased work on the Project, Zitting Brothers may have negotiated with Camco, the replacement general contractor, and/or Gemstone and may have entered into a ratification agreement, wherein APCO was replaced as the general contractor under the Subcontract and Camco and/or Gemstone became liable for any monies due Zitting Brothers on the Project. Discovery is ongoing. APCO reserves the right to supplement or amend its response to this Interrogatory as investigation, discovery, disclosure and analysis continues.

INTERROGATORY NO. 40:

Identify and explain what sections or provisions, if any, of your contractors license absolves you of your obligation to pay Zitting Brothers, your subcontractor, the owed and outstanding amounts for the work, material, and/or equipment furnished by Zitting Brothers at the Project irrespective of whether the owner has paid you.

ANSWER TO INTERROGATORY NO. 40:

Objection. APCO objects to this Interrogatory on the grounds that this Interrogatory is vague, ambiguous, overly broad, unduly burdensome and oppressive because it seeks to force APCO to identify "explain what sections or provisions, if any, of your "contractors license" absolves you of your obligation to pay Zitting Brothers, your subcontractor, the owed and outstanding amounts for the work, material, and/or equipment furnished by Zitting Brothers at the Project irrespective of whether the owner has paid you." Broad ranging interrogatories are improper when they essentially subsume every fact in the case or every person having knowledge. See Hiskett v. Wal-Mart Stores, Inc., 180 F.R.D. 403, 404 (D. Kan. 1998).

1 (“Interrogatories should not require the answering party to provide a narrative account of its
2 case.”). Parties can hardly know when they have identified “all” facts, persons, and documents
3 with respect to anything — particularly before the close of discovery. “How can the court make
4 enforceable orders with reference to ‘all’ of anything?” Often, the relevance of a particular fact
5 to a particular issue is not known until clarified and put into context by testimony at deposition
6 or trial. Such a question places the responding party in an impossible position. See id.; Safeco of
7 Am. V. Rawstron, 181 F.R.D. 441, 447048 (C.D. Cal. 1998)(finding unreasonable an
8 interrogatory calling for all facts supporting denial of a request for admission); Lawrence v. First
9 Kan. Bank & Trust Co., 169 F.R.D. 657, 660-63 (D. Kan. 1996)(same); Hilt v. SFC, Inc., 170
10 F.R.D. 182, 186-87 (D. Kan. 1997)(finding unduly burdensome an interrogatory seeking to
11 require plaintiff to state ‘each and every fact’ supporting allegations of a complaint).

12 Subject to and without waiving any objections, See Response to Interrogatory No. 1, 6
13 and 7 above, which are incorporated herein by this reference. Also, see documents identified by
14 Bate Stamp No. APC000000001¹⁹ through APC000078992 and APCO104200 through 104234,
15 which APCO has deposited into a depository established by APCO for this litigation matter with
16 Litigation Services and/or are hereby made available for review and copying (at requestor’s
17 expense) at a mutually agreeable time and place. Discovery is ongoing. APCO reserves the right
18 to supplement or amend its Response to this Interrogatory as investigation, discovery, disclosure
19 and analysis continues.

20 Dated this 12th day of May, 2017.

21 MARQUIS AURBACH COFFING

22
23 By 

24 Jack Chen Min Juan, Esq.
25 Nevada Bar No. 6367
26 Cody S. Mounteer, Esq.
27 Nevada Bar No. 11220
28 10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for APCO Construction APCO

¹⁹ See Footnote No. 1.

MARQUIS AURBACH COFFING

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Construction

VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

CLICK HERE AND TYPE, being first duly sworn, deposes and says:

That I am the Click Here and Type for Click Here and Type, the named
Click Here and Type in the above-entitled action; that I have read the foregoing document and
know the contents thereof; the same is true based upon my review of the documents and
information relevant to the inquiries therein, except as to those matters therein stated on
information and belief and, as to those matters, I believe them to be true based upon my review
of the documents and information relevant to the inquiries therein.

Click Here and Type

SUBSCRIBED AND SWORN to before
me this _____ day of May, 2017.

NOTARY PUBLIC in and for said
County and State

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **APCO CONSTRUCTION'S ANSWERS TO ZITTING BROTHERS CONSTRUCTIONS FIRST SET OF REQUESTS FOR INTERROGATORIES** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 12th day of May, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:²⁰

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²⁰ Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

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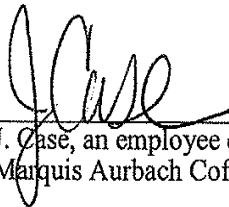

J. Case, an employee of
Marquis Aurbach Coffing

Exhibit 1

RESPONSE TO INTERROGATORY NO. 3

Date of Payment	Check No.	Amt. Paid	% Paid on Completion on Phase 1 Only
1/24/2008	12787	\$ 800,000.00	22.2%
2/6/2008	12878	\$ 388,785.00	32.4%
2/19/2008	12944	\$ 567,148.60	48.1%
3/13/2008	13184	\$ 408,225.70	69.4%
4/15/2008	13458	\$ 495,604.60	73.2%
5/19/2008	13847	\$ 424,688.70	84.9%
6/13/2008	13956	\$ 166,574.60	89.3%
7/28/2008	14392	\$ 27,973.80	90.0%
8/28/2008	NCS526388	\$ 33,847.55	89.5%
		\$ 3,282,848.55	

Zitting Bros. was paid 90% of their contract through payment #8 (07/28/08). Payment #9 (08/28/08) was a joint check issued by Nevada Construction Services for work performed on Owner approved change orders paid at 90%. The owner is holding 10% retention for all owner approved work performed by Zitting through August 2008.

EXHIBIT E

EXHIBIT E

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DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs.

CASE NO. A571228
DEPT. NO. XIII

GEMSTONE DEVELOPMENT WEST, INC.,
a Nevada corporation; NEVADA
CONSTRUCTION SERVICES, a Nevada
corporation; SCOTT FINANCIAL
CORPORATION, a North Dakota
corporation; COMMONWEALTH LAND
TITLE INSURANCE COMPANY; FIRST
AMERICAN TITLE INSURANCE COMPANY
and DOES I through X,

Defendants.

AND ALL RELATED MATTERS.

THE DEPOSITION OF

BRIAN DAVID BENSON

PMK on behalf of APCO Construction

Monday, June 5, 2017

9:07 a.m.

2300 West Sahara Avenue, Suite 770

Las Vegas, Nevada

June W. Seid, CCR No. 485

1 Deposition of BRIAN DAVID BENSON

2 June 5, 2017

3 (Prior to the commencement of the deposition, all
4 of the parties present agreed to waive the statements
5 by the court reporter pursuant to Rule 30(b)(4) of the
6 Nevada Rules of Civil Procedure.)

7

8 Thereupon--

9 BRIAN DAVID BENSON,
10 was called as a witness, and having been first duly
11 sworn, was examined and testified as follows:

12 EXAMINATION

13 BY MR. LAI:

14 Q. Good morning. Is it Mr. Benson?

15 A. Yes, sir.

16 Q. My name is I-Che Lai, and I'm one the
17 attorneys for Zitting Brothers Construction. For
18 shorthand I'll refer to them as Zitting; is that okay?

19 A. Sure.

20 Q. Can you state your name for the record.

21 A. Brian Daniel Benson.

22 Q. Is that B-e-n-s-o-n?

23 A. Yes.

24 Q. Have you ever had your deposition taken
25 before?

1 A. I believe so.

2 Q. Do you recall what the communication was
3 about?

4 A. I believe it was between the attorneys, just
5 discussing our actions against Gemstone.

6 Q. Other than the lawsuit -- sorry, scratch
7 that.

8 With respect to the construction of the
9 project itself and not about the lawsuit, were there
10 any communications between APCO and Zitting Brothers
11 after APCO left?

12 A. Not that I was personally aware.

13 Q. Did the project close around December 15,
14 2008?

15 A. Yes, sir.

16 Q. Let's talk about the lawsuit between APCO and
17 Zitting Brothers. What is APCO's position that it did
18 not need to pay any of the unpaid balance owed to
19 Zitting Brothers under the subcontract?

20 A. Throughout our contract it's stated that if
21 the owner were to fail or go defunct, that as a group
22 we would all -- for lack of a better word, suffer, I
23 guess. Probably not a good word.

24 Q. Let me see if I can make it a little easier
25 to say then. Is it fair to say that the only reason

1 that APCO claimed it did not need to pay Zitting
2 Brothers was the fact that unless Gemstone pays APCO,
3 Zitting Brothers would not get paid?

4 A. Yes.

5 Q. Does APCO have any bond or insurance that
6 would cover payments for the unpaid balance allegedly
7 owed to its subcontractors on the project?

8 A. I can't speak to that.

9 MR. LAI: I'll pass the witness.

10 (Whereupon, a recess was taken.)

11 EXAMINATION

12 BY MR. TAYLOR:

13 Q. All right, my name is John Taylor. I
14 represent National Wood Products, Inc. They were a
15 supplier to Cabinetec. First question would be
16 relating to National Wood Products, have you ever had
17 any dealings with National Wood Products?

18 A. No.

19 Q. Were you aware that National Wood Products
20 was a supplier to Cabinetec?

21 A. No.

22 Q. With regard to Cabinetec, do you know how
23 they were selected to be a subcontractor on this
24 project?

25 A. I do not.

[illegible]

That prior to being deposed, the witness was duly sworn by me to testify to the truth. That I thereafter transcribed my said stenographic notes via computer-aided transcription into written form, and that the typewritten transcript is a complete, true and accurate transcription of my said stenographic notes. That review of the transcript was requested.

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada, this
15th day of June, 2017.

June W. Lord

JUNE W. SEID, CCR NO. 485



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EsquireSolutions.com

EXHIBIT F

EXHIBIT F

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DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST, INC., A
Nevada corporation,

Defendant.

Case No.: A571228
Dept. No.: 13

Consolidated with:
A574391; A574792; A577623; A583289;
A587168; A580889; A584730; A589195;
A595552; A597089; A592826; A589677;
A596924; A584960; A608717; A608718 and
A590319

Hearing Date: September 5, 2017
Hearing Time: 9:00 a.m.

AND ALL RELATED MATTERS

**APCO CONSTRUCTION'S OPPOSITION TO ZITTING BROTHERS
CONSTRUCTION INC.'S PARTIAL MOTION FOR SUMMARY JUDGMENT**

Plaintiff APCO Construction ("APCO"), by and through its counsel of record, Marquis Aurbach Coffing, hereby submits its Opposition to Zitting Brothers Construction Inc.'s ("Zitting") Motion for Partial Summary Judgment against APCO Construction.

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...

...

...

...

This Opposition is made and based on the papers and pleadings on file herein, the attached Memorandum of Points and Authorities, and any oral argument the Court may choose to entertain at the time of hearing.

Dated this 21st day of August, 2017.

MARQUIS AURBACH COFFING

By 
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Attorneys for APCO Construction

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Zitting asserts it is entitled to summary judgment on (1) its breach of contract cause of action, and (2) its NRS 108 claim. It has been a long standing policy of Nevada courts to hear cases on the merits, and not to grant summary judgment where there are clear issues of materially disputed facts. Here, Zitting's purported statement of undisputed material facts is not only riddled with disputed facts, but is also full of nothing more than misdirection and smoke and mirror tactics in an effort to try to get the Court to grant its Motion prior to trial. As detailed herein, when the smoke clears the Court will see that denying Zitting's Motion in its entirety and hearing the case on the merits — weighing the creditability of Zitting's witnesses and document — is really the only option.

Furthermore, the Court recently conducted a lengthy hearing on August 10, 2017 regarding the Lien Claimants' — including Zitting — NRS 108 claims as it relates to the Project, whereat the Court determined that "there are some genuine issues that need to be further

developed . . ." and denied APCO's motion to dismiss or for summary judgment without prejudice.¹ Consequently, for this reason alone, the Court should deny Zitting's Motion with regard to its request for summary judgment on Zitting's NRS 108 claims.²

II. APCO'S CONTROVERTED FACTS

Zitting's assertion that "there is no triable issue of APCO's breach of contract . . ." cannot be farther from the truth and is quite disingenuous, as there are numerous material issues of fact that must be presented at trial.³ The following facts are in direct contravention to those presented by Zitting and, which, require denial of Zitting's Motion:⁴

Zitting's Purported Undisputed Material Fact	Controverted Material Fact
"APCO would pay Zitting the retention amount for work on a building once the building is "complete." Motion at 3:24-25; (Ex. D to Motion at APC000044595). "The subcontract deemed Zitting's work on a building to be "complete" as soon as "drywall [for the building] is completed." Motion at 3:25-27; (<i>Id.</i>)	By Zitting's own admission a "building" is considered to be "complete" pursuant to the subcontract as soon as "drywall [for the building] is completed." Thus, Zitting's admission in and of itself defeats its own Motion, as the drywall in the buildings were, in fact, <i>not complete</i> . Exhibit 1 at ¶ 3 & Exhibit 2 (photographs of the Project taken on 8/20/2008 & 11/20/08). Moreover, Camco's Application for Payment dated 9/30/2008, at line 478 for building #8, only evidences a 77% completion of the drywall in building #8, and at line 632 only an 84% completion of the drywall for building #9. <u>See Exhibit 6</u> at 00250 and 00253. The photos and Application for Payment clearly

¹ See Court's Minute Order from hearing conducted on 08/10/2017 regarding APCO's Motion to Dismiss or for Summary Judgment on Lien Claimants' NRS 108 Claims for Foreclosure of Mechanic's Lien on file with the Court.

² Due to the Court having recently denied APCO's motion for summary judgment regarding NRS 108 issues related to the Parties in the instant action without prejudice, and the same having been asserted by Zitting through its instant Motion that was filed prior to the 08/10/2017 hearing, APCO, out of an abundance of caution, only provides a brief summation of the argument and reserves the right to fully brief and present the issue to the Court during trial pursuant to this Court's holding at the 08/10/2017 hearing regarding NRS 108 issues.

³ Motion at 3:14.

⁴ For judicial efficiency, the following list addresses the primary purported undisputed facts to evidence that there are a vast number of triable issues of material fact and, likewise, the absence of any mention of asserted purported facts or contravening evidence is not to be considered as waiver of any provided statement from Zitting, and APCO specifically reserves the right to address such facts at hearing or trial on the issues.

MARQUIS AURBACH COFFING

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Zitting's Purported Undisputed Material Fact	Controverted Material Fact
	<p>* Continued *</p> <p>evidences that the drywall was not complete at the subject buildings on any of the aforementioned dates, or at a minimum, there is an issue of material fact as to the percent of the completion and Zitting's scope of work when APCO stopped work for nonpayment and Camco assumed responsibility for the Project.</p> <p>Thus, if the "drywall" was not "complete" — which the pictures and pay application evidence it was not — Zitting is not owed its retention pursuant to the language of the subcontract that Zitting specifically cited to in its Motion. This is yet another reason that stands alone to substantiate denying Zitting's Motion in its entirety.</p>
<p>"Nevertheless, in the event that APCO's contract with Gemstone is terminated, APCO would pay Zitting the entire amount owed for the work completed." Motion at 3:27-28; (<u>Id.</u> at APC000044601).</p>	<p>Zitting did not invoice APCO after 6/30/2008. Exhibit 1 at ¶ 4. Zitting's invoices and payment applications contradict each other and were prepared and executed long after APCO was no longer in control of the Project and Zitting was conducting work under Camco. Specifically, Zitting's invoice dated "6-30-08" evidences the balance due Zitting on 6-30-08 was \$180,231.35, not the \$423,654.85 Zitting claims APCO owes it. Exhibit 1 at ¶ 6, and Exhibit 3.</p> <p>Further, all approved change orders for Zitting were paid through August 2008 prior to APCO stopping work at the Project. Exhibit 1 at ¶ 5. Zitting's purported pay application (from Zitting's own production in the instant case) for the period to "6/30/2008" also claims the current payment due is \$347,441.67 — contradicting the prior invoice provided to APCO. Exhibit 4. APCO also never received the 6/30/2008 pay application as Zitting alleges. Exhibit 1 at ¶ 7. This is evidenced by the pay application being executed on "01/30/09" — a significant time subsequent to APCO stopping work and turning the Project over to Camco. If that were not enough, Zitting is similarly trying to pass off the "11/30/2008" pay application in the same disingenuous fashion as the prior June pay app, which was also not executed until "01/30/09."</p>

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Zitting's Purported Undisputed Material Fact	Controverted Material Fact
	<p>* Continued *</p> <p>Given the above contradicting dates and values of Zitting's invoices and pay applications, the authenticity and credibility of the amount Zitting claims to be owed is called into question, and clearly creates an issue of disputed material fact defeating Zitting's Motion.</p>
<p>"Zitting began its work under the subcontract around November 19, 2007, and continued its work until approximately December 15, 2008, when Zitting received notice that the Project was shutting down." Motion at 4:3-5; (Ex. A (Zitting Decl.) at ¶ 6).</p>	<p>Zitting admits it conducted work at the Project "until approximately December 15, 2008." Zitting also admits that APCO was off the Project "in August 2008." Motion at 4:15. It is undisputed that Camco took over the Project from APCO in August 2008. Consequently, it is further undisputed that Zitting conducted work under Camco's control of the Project and, likewise, if Zitting was owed anything – which it is not – it would be owed from its time and work conducted under Camco's supervision, not APCO's tenure. Hence, should Zitting deny it is owed any amount from the time Camco controlled the Project, and that everything is owed from APCO, then Zitting's own denial to the assertion raises an issue of material fact between the Parties defeating its Motion.</p> <p>Of particular note, while Zitting clearly conducted work under Camco, it fails to make any mention of the value of its work or claim for retention under the work it conducted under Camco's control of the Project. Thus, due to Zitting's own admission of the scope of time it conducted work at the Project, the issue of the value of work conducted under Camco's tenure is a whole separate set of issues of material fact, that by themselves, defeat Zitting's Motion.</p>
<p>"By the time the Project shut down, Zitting completed its contracted work that cost \$4,033,654.85, including \$423,654.85 in owner-requested change orders that was approved by operation of law." Motion at 4:5-7; (<u>Id.</u> at 11 10.)</p>	<p>The value of Zitting's work is clearly in dispute as address above. Moreover, the application of law toward the approval of purported change orders is a disputed fact, as there is a dispute as to who Zitting provided the change orders to, <u>e.g.</u>, APCO, Camco or the Owner, and whether they were ever approved by the Owner.</p>
<p>"The completed work included Zitting's entire scope of work for Buildings 8 and 9 of the Project." Motion at 4:7-8; (<u>Id.</u> at 117.)</p>	<p>This assertion by Zitting is clearly disputed, as when APCO left the Project in August 2008 Zitting had remaining issues with its work to be completed, otherwise Zitting would not have continued to work for Camco.</p>

Zitting's Purported Undisputed Material Fact	Controverted Material Fact
	<p>* Continued *</p> <p>Moreover, any purported payment Zitting claims to be owed is clearly in dispute as addressed above. It is also in dispute whether Zitting is owed anything according to its own admissions, as the buildings were not "complete" pursuant to the contract language Zitting itself added to the subcontract.</p>
<p>"The drywall was completed in those two buildings, and Zitting had submitted close-out documents for its work, including as-built drawings." Motion at 4:8-10; (<i>Id.</i> at ¶¶ 7-8.)</p>	<p>As clearly evidenced by the photographs attached as Exhibit 2 and Camco's Application for Payment dated 9/30/2008 attached as Exhibit 6, this assertion by Zitting is completely fabricated, utterly false, and calls into the question the credibility of Zitting and its other sworn statements. Further, if the drywall were complete, where are the inspection certificates stating the buildings passed their respective inspections evidencing their stage of completion?</p>
<p>"APCO refused to pay Zitting \$750,807.16 of the amount remaining owed for Zitting's work completed prior to APCO's departure from the Project, including \$347,441.67 in unpaid change orders and \$403,365.49 in unpaid retention amount." Motion at 4:11-14; (<i>Id.</i> ¶¶ 12-13, 15; Ex. F at ZBC1002037; Ex. G at ZBC1002032).</p>	<p>As detailed above, due to the inconsistent dates and values in Zitting's invoices and pay applications, it makes the entirety of any value claimed by Zitting questionable and an issue of disputable material fact between the Parties.</p>
<p>"Zitting never received a written notice of termination for cause from APCO." Motion at 4:16-17; (Ex. A at ¶ 16.)</p>	<p>Zitting was served with APCO's notice of stop work and associated correspondence dated August 21, 2008. Exhibit 1 at ¶ 9 and Exhibit 5. Further, Zitting admitted it knew APCO was off the Project and had turned control of the Project over to Camco. Motion at 4:15.</p>

III. LEGAL STANDARDS.

"Summary judgment ... is properly regarded not as a disfavored procedural shortcut, but rather an integral part of the [procedural] rules as a whole, which are designed to 'secure the just, speedy and inexpensive determination of every action.'" *Wood v. Safeway, Inc.*, 121 Nev. 724 121 P.3d 1026 (2005). Summary judgment is appropriate when the pleadings, depositions, answer to interrogatories, admissions, and affidavits that are before the court demonstrates that

1 no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter
2 of law. Wood, 121 Nev. 724, 121 P.3d 1026.

3 NRCP 56 outlines Nevada's procedural mechanism of summary judgment. NRCP 56. A
4 genuine issue of material fact exists when "a reasonable jury could return a verdict for the non-
5 moving party." Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 441-43 (1993). A
6 fact is material only if "might affect the outcome of the suit under the governing law." Anderson
7 v. Liberty Lobby, Inc., 477 U.S. 242, 248, 106 S. Ct. 2505, 2510 (1986).⁵ Once the moving party
8 has met its burden, by demonstrating to the court that there is an absence of evidence to support
9 the non-moving party's case, the burden shifts to the respondent to set forth specific facts
10 demonstrating that there is a genuine issue of material fact for trial. Celotex Corp. v. Catrett, 477
11 U.S. 317, 330, 106 S. Ct. 2548, 2556 (1986).

12 While the pleadings and other proof must be construed in a light most favorable to the
13 non-moving party, the non-moving party bears the burden to "do more than simply show that
14 there is some metaphysical doubt" as to the operative facts in order to avoid summary judgment
15 being entered in the moving party's favor. Wood, 121 Nev. at 732, 121 P.3d at 1031 (quoting
16 Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986)). The non-
17 moving party must, by affidavit or otherwise, set forth specific facts demonstrating the existence
18 of a genuine issue for trial or have summary judgment entered against him. Collins v. Union Fed.
19 Savings & Loan, 99 Nev. 284, 294, 662 P.2d 610, 618-19 (1983). Accordingly, the non-moving
20 party's documentation must be admissible evidence; the non-moving party "is not entitled to
21 build a case on the gossamer threads of whimsy, speculation and conjecture." Id. at 302 (quoting
22 Hahn v. Sargent, 523 F.2d 461, 467 (1st Cir.1975), cert. denied, 425 U.S. 904, 96 S.Ct. 1495
23 (1976)).

24 ...

25 ...

26 ⁵ See Vanguard Piping v. Eighth Jud. Dist. Ct., 129 Nev. Adv. Op. 63, 309 P.3d 1017 (2013) ("Federal
27 cases interpreting a rule of civil procedure that contains similar language to an analogous Nevada rule are
28 strong persuasive authority in the interpretation of the Nevada rule.").

1 **IV. LEGAL ARGUMENT**

2 **A. APCO DID NOT BREACH ITS CONTRACT WITH ZITTING.**

3 In order to maintain a breach of contract action in Nevada, a plaintiff must prove (1) the
4 existence of a valid contract,⁶ (2) an unexcused breach by the defendant, and (3) damage as a
5 result of the breach.” See Brown v. Kinross Gold U.S.A., Inc., 531 F. Supp. 2d 1234, 1240 (D.
6 Nev. 2008). When interpreting the provision of a contract, courts are required to give effect to
7 the intent of the parties, determined in the light of the surrounding circumstances when the intent
8 of the parties is not clear from the contract itself. NGA #2 Liab. Co. v. Rains, 113 Nev. 1151,
9 1158, 946 P.2d 163, 167 (1997).

10 Here, the evidence clearly demonstrates triable, genuine issues of material fact exist that
11 must be weighed by this Court at trial with respect to Zitting’s breach of contract claim. While
12 Zitting cogently outlines the principles of Nevada contract theory relevant to this matter, Zitting
13 not only predictably characterizes the facts in a manner most favorable to Zitting, but also
14 completely, and in an uncreditable manner, makes sworn statements to the Court that are
15 contradicted by the provided evidence attached to APCO’s Opposition. Consequently, Zitting’s
16 characterization of said facts is questionable at best, misguided, and incomplete in many
17 instances.

18 Specifically, and as more fully addressed above, (1) Zitting’s invoicing is inconsistent
19 and questionable at best, (2) the Project was not “complete” pursuant to the Subcontract as
20 Zitting represents, and (3) significant and material questions of fact remain with regard to the
21 timeline of events and who Zitting conducted work under, e.g. APCO or Camco.

22 **B. NEVADA LAW DOES ALLOW FOR PAY-IF-PAID PROVISIONS**
23 **UNDER SOME CIRCUMSTANCES.**

24 Under NRS 624.626, subcontractors may stop work if a higher-tiered contractor fails to
25 make timely payments, “even if the higher-tiered contractor has not been paid and the agreement

26 ⁶ A valid contract requires offer, acceptance, meeting of the minds, and consideration. Certified Fire
27 Protection, Inc. v. Precision Constr., Inc., 128 Nev. Adv. Op. 35, 283 P.3d 250, 255 (2012).

1 contains a provision which requires the higher-tiered contractor to pay the lower-tiered
2 subcontractor only if or when the higher-tiered contractor is paid.” The next statutory
3 subsection, NRS 624.628, provides additional guidance regarding pay-if-paid provisions. In
4 particular, it provides that:

5 3. A condition, stipulation or provision in an agreement which:

6 . . .

7 c) Requires a lower-tiered subcontractor to waive, release or extinguish a claim
8 or right for damages or an extension of time that the lower-tiered subcontractor
9 may otherwise possess or acquire as a result of delay, acceleration, disruption or
10 an impact event that is **unreasonable under the circumstances, that was not
within the contemplation of the parties at the time the agreement was entered
into, or for which the lower-tiered subcontractor is not responsible,** is against
public policy and is void and unenforceable. (Emphasis added).

11 Thus, while both of these provisions provide certain limitations regarding payment of
12 subcontractors, Nevada’s statutory law **does not** outright prohibit pay-if-paid clauses.

13 Unfortunately, the Supreme Court of Nevada’s decisions in Lehrer McGovern Bovis, Inc.
14 v. Bullock Insulation, Inc., 124 Nev. ___, 185 P.3d 1055 (June 2008) (“Lehrer I”), and Lehrer
15 McGovern Bovis, Inc. v. Bullock Insulation, Inc., 124 Nev. 1102, 197 P.3d 1032 (Oct. 2008)
16 (“Lehrer II”), caused significant confusion over this otherwise straight-forward statute.

17 Both Lehrer cases centered on a subcontract between subcontractor Bullock Insulation
18 (“Bullock”) and general contractor Lehrer McGovern Bovis (“Bovis”) in which Bullock agreed
19 to provide firestopping work needed for the construction of the Venetian hotel and casino. See
20 Lehrer I, 185 P.3d at 1058; Lehrer II, 124 Nev. at 1107, 197 P.3d at 1035. The subcontract
21 incorporated several terms from the Construction Management Agreement, including a lien
22 waiver clause and pay-if-paid provision. Lehrer I, 185 P.3d at 1058; Lehrer II, 124 Nev. at 1107-
23 08, 197 P.3d at 1036. After much of the work on the project had been completed, an inspection
24 revealed that Bullock had not properly installed putty pads in accordance with the subcontract.
25 Lehrer I, 185 P.3d at 1059; Lehrer II, 124 Nev. at 1107, 197 P.3d at 1036. In order to correct the
26 mistake, Bullock had to complete significant retrofit work. Lehrer I, 185 P.3d at 1059; Lehrer II,
27 124 Nev. at 1108, 197 P.3d at 1036. When the retrofitting was complete Bullock recorded a

1 mechanic's lien for the total value of the retrofit and initiated litigation. Lehrer I, 185 P.3d at
2 1059; Lehrer II, 124 Nev. at 1108, 197 P.3d at 1036.

3 The case proceeded to trial and a jury found in favor of Bullock. Lehrer I, 185 P.3d at
4 1057; Lehrer II, 124 Nev. at 1109, 197 P.3d at 1036-37. But, because the jury gave
5 contradictory responses to special interrogatories regarding the subcontract, Bovis moved for a
6 new trial. Lehrer I, 185 P.3d at 1060; Lehrer II, 124 Nev. at 1110, 197 P.3d at 1037. In both
7 cases, "the primary issue [was] whether a new trial [wa]s required when the district court creates
8 special interrogatories upon issues of fact and the jury's answers to those interrogatories are
9 inconsistent." Lehrer I, 185 P.3d at 1057; Lehrer II, 124 Nev. at 1105-06, 197 P.3d at 1034. As
10 secondary issues, Bovis questioned whether the district court erred by holding that the lien
11 waiver and pay-if-paid provisions which were incorporated into the subcontract were
12 unenforceable under Nevada law. Lehrer I, 185 P.3d at 1058; Lehrer II, 124 Nev. at 1106, 197
13 P.3d at 1035.

14 In both decisions, the Supreme Court held that remand was necessary because the general
15 verdict was irreconcilable with the interrogatory answers. Lehrer I, 185 P.3d at 1062; Lehrer II,
16 124 Nev. at 1113, 197 P.3d at 1039. *The Court's position with regard to pay-if-paid clauses*
17 *shifted, however, from the first decision to the second.*

18 In the first Lehrer decision, the Supreme Court noted that the parties entered into the
19 subcontract before the Legislature "proclaimed pay-if-paid provision unenforceable." Lehrer I,
20 185 P.3d at 1063. In a footnote, the Court further clarified that the Legislature amended NRS
21 Chapter 624 in 2001 to include "prompt payment provisions . . . which make pay-if-paid
22 provisions entered into subsequent to the Legislature's amendments unenforceable." Id. at 1063
23 n.33. Nevertheless, while new statutory language did not apply to parties' subcontract, the
24 Supreme Court determined that the pay-if-paid provision in the parties' subcontract was
25 unenforceable because "a pay-if-paid provision limits a subcontractor's ability to be paid for
26 work already performed," and effectively "impair[ed] the [Bullock's] statutory right to place a
27 mechanic's lien on the construction project." Id. at 1064.

1 The Supreme Court issued a second, amended opinion a few months later in order to
2 clarify a portion of its decision that “could be misconstrued as being contrary to this court’s
3 precedent.” Lehrer II, 124 Nev. at 1105, 197 P.3d at 1034. In the revised opinion, the Supreme
4 Court again noted that the parties entered into the subcontract before the Legislature “proclaimed
5 pay-if-paid provisions unenforceable.” Id. at 1117, 197 P.3d at 1042. But, in the related
6 footnote, the Court altered its explanation of the statutory amendment by stating, “[p]ay-if-paid
7 provisions entered into subsequent to the Legislature’s amendments are enforceable only in
8 limited circumstances and are subject to the restrictions laid out in [the statute].” Id. at 1117
9 n.50, 197 P.3d at 1042 n.50. Then, as in the previous decision, the Court held that the
10 subcontract between Bullock and Bovis was unenforceable because it effectively impaired
11 Bullock’s right to place a mechanic’s lien on the project. Id. at 1117, 197 P.3d at 1042.

12 In the aftermath of the Lehrer decisions, scholars and attorneys understandably expressed
13 confusion.⁷ In particular, confusion remains regarding the actual impact of the Supreme Court’s
14 remarks regarding pay-if-paid clauses because the Court’s decision turned on the issue of
15 inconsistent verdicts and all other matters were purely dictum.⁸ In addition, it remains unclear
16 how the Court reached its decision, given that NRS 624 does not contain any direct references to
17 pay-of-paid clauses. And, by the same token, it is unclear why the Supreme Court revised its
18 dicta regarding pay-if-paid clauses when the supposed purpose of the amended opinion was to
19 clarify confusion regarding inconsistent verdicts.

20 Thus, to summarize, there remain many questions regarding Nevada’s law on pay-if-paid
21 provisions. But, under existing law there is no reason to believe that such provisions are *per se*

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23 ⁷ See, e.g., Leon F. Mead II, Nevada Supreme Court Rules Pay-If-Paid Clause Unenforceable, June 2008,
24 available at: [http://www.swlaw.com/assets/pdf/publications/2008/06/16/NevadaSupremeCourtRules_6.08](http://www.swlaw.com/assets/pdf/publications/2008/06/16/NevadaSupremeCourtRules_6.08indd.pdf)
25 [indd.pdf](http://www.hollandhart.com/16931); Gregory S. Gilbert, Pay-if-Paid Clauses: Still Alive in Nevada, Mar. 2009, available at:
<https://www.hollandhart.com/16931>; Greg Gledhill, Nevada Supreme Court Declares Pay-If-Paid Clauses
Unenforceable – Or Did It?, available at: http://www.gcila.org/publications/files/pub_en_97.pdf.

26 ⁸ Argentena Consol. Min. Co. v. Jolley Urga Wirth Woodbury & Standish, 125 Nev. 527, 536, 216 P.3d
27 779, 785 (2009) (“A statement in a case is dictum when it is “unnecessary to a determination of the
28 questions involved.” (Quoting Stanley v. Levy & Zentner Co., 60 Nev. 432, 448, 112 P.2d 1047, 1054 (1941)).

unenforceable because Supreme Court of Nevada simply would not have revised its opinion in Lehrer if its intent was disallow pay-if-paid clauses under all circumstances.⁹ Further, the Supreme Court would not have noted the value of case-by-case assessments if pay-if-paid provisions were never permissible.¹⁰ So, for purposes of this litigation, this Court should consider whether the pay-if-paid provisions are appropriate under the unique circumstances of this case and reject any empty attempt by Helix, or the Joining Subcontractors, to impose a *per se* limitation that simply does not exist — especially when no facts or authenticated contracts have been presented to the Court for consideration.

1. **With there being clear issues of material fact, there is no way the Court could conduct the proper analysis required to determine the application of the pay-if-paid provisions in the contract.**

First, dicta is not controlling law, Kaldi v. Farmers Ins. Exch., 117 Nev. 273, 282, 21 P.3d 16, 22 (2001) and, as such, there is a fair argument that the Lehrer decisions actually have no bearing on the instant matter. Nevertheless, even if this Court is inclined to treat the Supreme Court's reasoning as persuasive,¹¹ it is best to consider the pay-if-paid clause under the unique facts and circumstances in this case. Indeed, while the Supreme Court has yet to address how to assess the enforceability of a pay-if-paid clause, it has stated that a case-by-case assessment is appropriate where a contract includes a lien waiver provision. Lehrer II, 124 Nev. at 1116, 197 P.3d at 1041 ("The enforceability of each lien waiver clause must be resolved on a case-by-case basis"). And, while the applicable law regarding liens differs from the prompt payment provisions in Chapter 624, the Supreme Court has indicated that its concerns regarding pay-if-

⁹ See NRAP 40(c)(2) (providing that rehearing is only warranted "[w]hen it appears that [the Supreme Court] has overlooked or misapprehended a material matter in the record or otherwise, or . . . in such other circumstances as will promote substantial justice."); Moore v. City of Las Vegas, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976) (a rehearing is proper "[o]nly in very rare instances in which new issues of fact or law are raised supporting a ruling contrary to the ruling already reached").

¹⁰ Vegas Franchises, Ltd. v. Culinary Workers Union, Local No. 226, 83 Nev. 422, 424, 433 P.2d 263, 265 (1967) (stating the Supreme Court will not perpetuate error); Nevada-California Transp. Co. v. Pub. Serv. Comm'n, 60 Nev. 310, 108 P.2d 850, 852 (1941) (holding that it is the Supreme Court's duty "to correct rather than perpetuate [] errors.").

¹¹ Humphrey's Ex'r v. United States, 295 U.S. 602, 627, 55 S. Ct. 869, 874 (1935) (holding that "dicta [] may be followed if sufficiently persuasive" even though it is "not controlling").

1 paid provisions stem from the same public policy concerns regarding secure payment for
2 contractors. Id. at 1116-18, 197 P.3d at 1041-42.

3 Here, Zitting, while providing its recitation of the purported current state of pay-if-paid
4 law in Nevada, has failed — in the same way it's joinder to Helix's motion for summary
5 judgment on the pay-if-paid issues — to provide the Court with any language or analysis toward
6 granting its Motion. Thus, while Zitting has attached a contract to its Motion, it has failed to
7 provide the Court with any specific language or analysis as to what language is purported to be
8 pay-if-paid and how said language is applicable to the cited law and factual relationship between
9 Zitting and APCO. Further, Zitting's failure to cite to contract language and provide the Court
10 with any analysis in its Motion cannot be rectified in its Reply, as it would be procedurally
11 improper to allow facts and analysis to be considered outside the scope of the original motion on
12 a dispositive motion such as this.

13 Consequently, it is impossible for the Court to conduct ANY analysis on a case-by-case
14 basis and offer anything more than an advisory opinion, which the Court should refrain from.¹²
15 Moreover, to further evidence this point, NRS 624.628 provides guidance regarding pay-if-paid
16 provisions, wherein subsection (c) directs the analysis to determine whether the clause is: (1)
17 unreasonable under the circumstances, (2) was not within the contemplation of the parties at the
18 time the agreement was entered into, or (3) for which the lower-tiered subcontractor is not
19 responsible. Zitting has failed to provide the Court with any analysis of facts for the Court to
20 consider the above factors in this case.

21 Further, public policy concerns weigh in favor of APCO rather than Zitting. As the
22 Supreme Court stated in Lehrer, public policy favors secure payment for contractors. The
23

24 ¹² It has long been held that decisions may be rendered only where actual controversies exist. Applebee v.
25 Applebee, 97 Nev. 11, 12, 621 P.2d 1110, 1110 (1981). Likewise, "a controversy must be present through
26 all stages of the proceeding, and even though a case may present a live controversy at its beginning,
27 subsequent events may render the case moot." Solid v. Eighth Judicial Dist. Court of State in & for Cty.
28 of Clark, 393 P.3d 666, 670 (Nev. 2017). Moreover, the Nevada Supreme Court has always been reluctant
to establish laws or give advisory opinions, especially when unnecessary and broad in scope. Nat'l Union
Fire Ins. Co. of Pittsburgh, Pa. v. Pratt & Whitney Canada, Inc., 107 Nev. 535, 546, 815 P.2d 601, 608
(1991).

1 rationale for this public policy is easy to understand, as “contractors are generally in a vulnerable
2 position because they extend large blocks of credit; invest significant time, labor, and materials
3 into a project; and have any number of workers vitally depend upon them for eventual payment.”
4 Lehrer II, 124 Nev. at 1116, 197 P.3d at 1041. Here, following Zitting’s rationale would do
5 nothing more than turn APCO into a *de facto* lender to the Owner in the event the project goes
6 under and there becomes a situation of non-payment or insolvency — which is exactly what
7 occurred in this case, but while the Project was under the control of Camco, not APCO.

8 Nonetheless, Zitting has failed to provide any evidence for the Court to conduct its
9 analysis and, therefore, must deny the Motion in its entirety.¹³

10
11 **C. ZITTING IS NOT ENTITLED TO SUMMARY JUDGMENT UNDER
CHAPTER 108 OF THE NRS.¹⁴**

12 Zitting is not entitled to summary judgment against APCO pursuant to Chapter 108 of the
13 Nevada Revised Statutes. First, the Court already ruled at the hearing conducted on August 10,
14 2017 regarding APCO’s Motion to Dismiss or for Summary Judgment on Lien Claimants’ NRS

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19 ¹³ In the alternative, and when properly before the court, should the Court rule that the subject contract
20 language is in fact pay-if-paid language against public policy, the Court should still allow evidence of the
21 contract language to support the intent and interactions between the Parties. Zitting has asserted a borage
22 of claims sounding in NRS 108, contract law, breach of the covenant of good faith and fair dealing, and
23 unjust enrichment, to name a few. If the Court, when the pay-if-paid issue is properly before it, were to
24 consider the contractual language to be a pay-if-paid provision against public policy — which we believe
25 it will not when the Court conducts the case-by-case analysis — then alternatively the Court must still
26 allow testimony and evidence at trial with regard to the contract language as it relates to the intentions
27 and interactions between the Parties. Here, the instant case is set for a bench trial. Likewise, there is no
28 threat of confusing or contaminating a jury with regard to the ultimate determination by the Court on the
application of pay-if-paid language, as the Court can rightfully discern the application of the language and
how it affected the interactions of the Parties.

¹⁴ As further detailed above, due to the Court’s finding on 08/10/2017 regarding APCO’s Motion to
Dismiss or for Summary Judgment on Lien Claimants’ NRS 108 Claims for Foreclosure of Mechanic’s
Lien, the following is merely a brief summation of APCO’s NRS 108 argument, APCO specifically
incorporates all facts and arguments heard by the Court at the aforementioned hearing, and specially
reserves its rights to argue and present the issue at trial or when otherwise properly before the Court.

1 108 Claims for Foreclosure of Mechanic's Lien that "there are some genuine issues that need to
2 be further developed . . ." and denied APCO's NRS 108 motion without prejudice.¹⁵

3 With that said, it is important to note that the purpose of Nevada's mechanics lien statute
4 is to provide contractors, laborers, and materialmen rights against an improved property (and, by
5 extension, the property owner) when the owner fails to ensure that the contractors, laborers, and
6 materialmen have been paid for their work on the improved property. Chapter 108 is not, and
7 never was, intended to give a subcontractor rights against a general contractor. Consequently,
8 any rights Zitting may have had against the Property (and/or the Property owner) pursuant to
9 Chapter 108 were extinguished at time of the foreclosure sale and when the Nevada Supreme
10 Court determined that lenders for Project had first priority over any of the parties who provided
11 work at the Project, including, but not limited to APCO and Zitting.

12 1. **The provisions of Chapter 108's are intended to provide rights and**
13 **claims against the owner of an improved property – not the general**
14 **contractor.**

15 The purpose of a mechanics' lien is to ensure that a contractor who performs work to
16 improve a parcel of real property has a legal avenue to seek compensation *even if the landowner*
17 *refuses to pay*. Southern Cross Const., In. v. Enclave Court, LLC, 2011 WL 13067632. As "a
18 mechanic's lien is directed at a specific property,"¹⁶ and represents a claim against said property
19 and not a general contractor. See Brewer Corp. v. Point Ctr. Fin., Inc., 223 Cal. App. 4th 831,
20 839, 167 Cal. Rptr. 3d 555, 560 (2014), as modified on denial of reh'g (Feb. 27, 2014). Again,
21 the purpose of a mechanics' lien is to prevent unjust enrichment of a property owner at the
22 expense of laborers or material suppliers. Basic Modular Facilities, Inc. v. Ehsanipour, 70 Cal.
23 App. 4th 1480, 1483, 83 Cal. Rptr. 2d 462, 464 (1999) (citing Abbett Electric Corp. v. California
24 Fed. Savings & Loan Assn., 230 Cal.App.3d 355, 360, 281 Cal.Rptr. 362 (1991)). The Nevada

25 ¹⁵ See Court's Minute Order from hearing conducted on 08/10/2017 regarding APCO's Motion to
26 Dismiss or for Summary Judgment on Lien Claimants' NRS 108 Claims for Foreclosure of Mechanic's
Lien on file with the Court.

27 ¹⁶ Simmons Self-Storage v. Rib Roof, Inc., 130 Nev. Adv. Op. 57, 331 P.3d 850, 853 (2014), as modified
28 on denial of reh'g (Nov. 24, 2014).

1 Supreme Court has even gone as far as characterizing a mechanic's lien as a "taking" in that the
2 property owner is deprived of a significant property interest. J.D. Constr. v. IBEX Int'l Grp., 126
3 Nev. 366, 376, 240 P.3d 1033, 1040 (2010).

4 While Chapter 108 alludes to a lien claimant's right to maintain a civil action to recover
5 that debt against the person liable (see NRS 108.238), this provision does not afford a lien-
6 claimant with the same remedies against a general contractor as they would have again the
7 property owner. This is the only reasoning that makes sense considering the general contractor
8 has no legal title to the property that could be subjected to foreclosure pursuant to the mechanics
9 lien. Similarly, while NRS 108.227(12) affords a party whose claim is not completely satisfied
10 at a foreclosure sale the right to a "personal judgment for the residue against the party legally
11 liable for the residue amount," NRS 108.227(12) does not provide the subcontractor with the
12 rights to attorneys fees, costs, and interests against a general contract.

13 **2. Any perceived claims Zitting believes it has pursuant to Chapter 108**
14 **were extinguished at the foreclosure sale.**

15 In Nevada, "any mechanics' liens that may arise out of the construction of the intended
16 improvements are junior and subordinate to the earlier recorded mortgage or deed of trust."
17 Erickson Const. Co. v. Nevada Nat. Bank, 89 Nev. 350, 353, 513 P.2d 1236, 1238 (1973).
18 Therefore, when a mechanic's lien is subject to a prior recorded deed of trust and said deed of
19 trust is foreclosed, the subordinate mechanic's lien is extinguished. Id. Here, while Zitting's filed
20 a complaint to foreclose on its mechanics' lien under NRS Chapter 108, any and all of Zitting's
21 claims, rights, and privileges under Chapter 108 were extinguished at the time that the subject
22 Property was foreclosed upon and when the Nevada Supreme Court determined that the lenders
23 for the Project had superior liens to the Property.

24 Thus, any protections, rights, or privileges afforded to Zitting by Chapter 108 no longer
25 apply.

26 ...

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28 ...

MARQUIS AURBACH COFFING

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1 V. CONCLUSION

2 Accordingly, based on the foregoing, APCO respectfully request that this Court Deny
3 Zitting's Motion for Summary Judgment in its entirety.

4 Dated this 21st day of August, 2017.

5 MARQUIS AURBACH COFFING

6
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EXHIBIT G

EXHIBIT G

1 **RESP**

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7 Zitting Brothers Construction, Inc.

8
9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 ZITTING BROTHERS CONSTRUCTION, INC., a
Utah corporation,

12 Plaintiff,

13 v.

14 GEMSTONE DEVELOPMENT WEST, INC., a
15 Nevada Corporation, APCO CONSTRUCTION, a
Nevada corporation; and DOES I through X; ROE
16 CORPORATIONS I through X; BOE BONDING
COMPANIES I through X and LOE LENDERS I
17 through X, inclusive,

18 Defendants.

19
20 AND ALL RELATED MATTERS.

CASE NO. A571228

DEPT NO. XIV

) Consolidate with:

) A571792, A574391, A577623, A580889

) A583289, A584730, A587168, A589195

) A589195, A589677, A597089

)
) **ZITTING BROTHERS**
) **CONSTRUCTION, INC.'S RESPONSES**
) **TO APCO CONSTRUCTIONS**
) **INTERROGATORIES**

21
22 TO: APCO CONSTRUCTION; and

23 TO: Gwen Rutar Mullins, Esq. of Howard & Howard Attorneys PLLC, its attorney of record

24 COMES NOW Plaintiff Zitting Brothers Construction, Inc., ("Zitting Brothers"), by and
25 through its counsel of record, Michael M. Edwards, Esq., and Reuben H. Cawley, Esq., of the law
26 firm of Wilson, Elser, Moskowitz, Edelman & Dicker, LLP, pursuant to NRCP 30 responds to
27 Plaintiff's Interrogatories as follows:

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GENERAL OBJECTIONS

Each Response provided herein is subject to the general objections set forth below (the "General Objections") and any specific objection made to the particular request. These General Objections are set forth in this fashion in order to avoid undue repetition through these responses. The failure to specifically incorporate a General Objection, however, should not be construed as a waiver of the General Objections.

1. Zitting Brothers objects to each Interrogatory to the extent the Interrogatory calls for information protected by the attorney-client privilege and/or work product doctrine.

2. Zitting Brothers objects and refuses to respond to these Interrogatories and the definitions and instructions to the extent they seek to impose obligations that go beyond those imposed by the Nevada Rules of Civil Procedure and Local Rules of the Eight Judicial District Court.

3. Zitting Brothers Objects to the Interrogatories to the extent that the same seek to require Zitting Brothers to search for or produce documents which are not currently in their possession, custody, or control, or to identify or describe persons, entities, or events that are not known to their employees on the grounds that such Interrogatories would seek to require more of Zitting Brothers than any obligation imposed by law, to unreasonable and undue annoyance, oppression, burden and expense, and would seek to impose upon Zitting Brothers an obligation to investigate or discover information or materials from third-parties or sources that are equally accessible to Scott Financial Corporation.

4. Nothing herein shall be construed as an admission or waiver by Zitting Brothers of: (a) Zitting Brothers' rights respecting admissibility, competency, relevance, privilege, materiality, and authenticity of any information provided in the Responses, any documents identified therein, or the subject matter thereof; (b) Zitting Brothers' objection due to vagueness, ambiguity, or undue burden; and (c) Zitting Brothers' rights to object to the use of any information provided in the Responses, any documents identified therein, or the subject matter contained in the Response during

1 a subject matter contained in the Responses during a subsequent proceeding, including the trial of
2 this or any other action.

3 5. The Responses are made solely for the purposes of, and in relation to, this litigation.

4 6. Zitting Brothers objects to the Interrogatories to the extent that they call for
5 production of documents that have been previously produced to or by Zitting Brothers. Such
6 documents will not be produced or identified except as otherwise noted herein. The responses
7 incorporate all documents previously produced to the Nevada Rules of Civil Procedure, and all
8 pleadings and documents on file herein.

9 7. Zitting Brothers objects to the Interrogatories to the extent they seek "all," "each" or
10 "any" information concerning various subjects or events, or pertaining to them "in any way" or "any
11 manner whatsoever" on the grounds that such Interrogatories are vague, overly broad, unduly
12 burdensome, onerous, and requests information that is not relevant or which is not likely to lead to
13 the discovery of admissible evidence.

14 8. Zitting Brothers objects to the Interrogatories to the extent that they call for the
15 creation of lists or summaries not already in existence.

16 9. Zitting Brothers objects to the Interrogatories on the grounds that they consist of
17 multiple, separate and distinct requests and fail to be properly numbered as such. Therefore, Zitting
18 Brothers objects to the Interrogatories to the extent that they do not comply with the requirements of
19 Nevada Rule of Civil Procedure 33.

20 10. Zitting Brothers has not completed: (a) its investigation of facts, witnesses, or
21 documents relating to this case; (b) discovery in this action; (c) its analysis of available data; and (d)
22 its preparations for trial. Thus, although a good faith effort has been made to supply pertinent
23 information where the same has been requested in order to comply with Zitting Brothers' discovery
24 obligations, it is not possible in some instances for unqualified Responses to be made to the
25 Interrogatories. Further, the Responses are necessarily made without prejudice to Zitting Brothers'
26 right to produce evidence of subsequently discovered facts, witnesses, or documents omitted by the
27 Responses to the following Interrogatories are based on the information available at the current time
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1 and to the best of Zitting Brothers' knowledge to date. The Responses made include hearsay and
2 other forms of evidence that may be neither reliable nor admissible. Zitting Brothers reserves the
3 right to supplement such responses at a later date.

4 Without waiving its General Objections, Zitting Brothers responds to the Interrogatories as
5 follows:

6 **INTERROGATORIES**

7 **INTERROGATORY NO. 1:**

8 Please identify the name, title and address of each person(s) you anticipate calling as a
9 witness at the time of trial.

10 **RESPONSE:**

11 Objection. Zitting Brothers is not prepared, nor is it required, to state at this time each and
12 every witness that will be called at the time of trial in this matter. Discovery is on going and
13 additional witnesses may be indentified that will be called at the time of trial. Subject to and without
14 waiving the foregoing objections, Zitting Brothers responds as follows:

15 See Plaintiff Zitting Brothers Construction, Inc.'s Initial Early Case Conference List of
16 Witnesses and Identification of Documents. Discovery is continuing and Zitting Brothers reserves
17 its right to supplement this Response as necessary.

18 **INTERROGATORY NO. 2:**

19 Please identify and state with specificity facts that you intend to rely upon to support your
20 allegations that Zitting Brothers fulfilled its contractual obligations relative the Project in a
21 competent and timely manner.

22 **RESPONSE:**

23 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
24 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
25 identify at this time each and every fact that it will rely on to support its claims in this matter.

1 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'
2 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
3 follows:

4 On or about April 17, 2007, Zitting Brothers entered into a subcontract with APCO
5 Construction to provide framing labor and materials for the Manhattan West project. Pursuant to the
6 subcontract, Zitting Brothers began performing its work on or about November 19, 2007, and
7 continued doing so until approximately December 15, 2008, when Zitting Brothers was advised that
8 the project was shutting down. All work was performed in a timely and competent manner, and both
9 APCO Construction and Gemstone received value for Zitting Brothers services. If any complaints
10 were raised by APCO Construction or Gemstone as to the adequacy or the quality of Zitting
11 Brothers' work during the course of the project, Zitting Brothers took all necessary steps to timely
12 resolve the same. Zitting Brothers has not received any notice or communication from APCO
13 Construction or Gemstone that there are outstanding complaints relative to Zitting Brothers' work at
14 the project.

15 Discovery is ongoing and Zitting Brothers reserves the right to supplement this Response as
16 necessary.

17 **INTERROGATORY NO. 3:**

18
19 Please identify and state with specificity facts that you intend to rely upon to support your
20 allegations that APCO breached the terms of the Subcontract Agreement or any other agreement
21 with you relative to the Project.

22 **RESPONSE:**

23 Objection. This Interrogatory is vague, ambiguous, compound, overbroad, burdensome, and
24 calls for a legal conclusion. Additionally, Zitting Brothers is not prepared, nor is it required, to
25 identify at this time each and every fact that it will rely on to support its claims in this matter.
26 Discovery is on going and additional facts may be indentified that will support Zitting Brothers'

1 claims. Subject to and without waiving the foregoing objections, Zitting Brothers responds as
2 follows:

3 On or about April 17, 2007, Zitting Brothers entered into a subcontract with APCO
4 Construction to provide framing labor and materials for the Manhattan West project. Pursuant to the
5 subcontract, Zitting Brothers performed all work in a timely and competent manner up to and
6 including the date APCO Construction left the project on or about September 11, 2009. Zitting
7 Brothers continued to perform its duties under the subcontract in a timely and competent manner
8 thereafter until the project was formally closed down on or about December 15, 2009. Despite the
9 fact that Zitting Brothers performed its work in a timely and professional manner, APCO
10 Construction and/or Gemstone failed to comply with its contractual obligations to pay Zitting
11 Brothers for its work. APCO Construction and/or Gemstone received value for the work performed
12 by Zitting Brothers and knew or should have known that Zitting Brothers expected to be paid for its
13 work at the project.

14 The following amounts remain outstanding and owed by APCO Construction and/or
15 Gemstone for work performed by Zitting Brothers at the project:

16 Unpaid Retention	\$403,365.49
17 Unpaid Change Orders	\$347,441.67
18 Total due to Zitting Brothers	\$750,807.16

19 Documents supporting these amounts were previously produced by Zitting Brothers and can
20 be found at ZBC1112 -- 1166 and ZBC1177 -- 1229. Discovery is continuing and Zitting Brothers
21 reserves the right to supplement this Response as necessary.

22 **INTERROGATORY NO. 4:**

23
24 State the amount of any payments made to you by APCO, the date each payment was made,
25 and the work that the payment covered.

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1 **RESPONSE:**

2 Objection. This Interrogatory is vague, ambiguous, overbroad, and burdensome in that it
3 seeks to have Zitting Brothers identify to an unreasonable detail the work it performed on the
4 Manhattan West project. Subject to and without waiving the foregoing objections, Zitting Brothers'
5 responds as follows:

6 Pursuant to the subcontract, Zitting Brothers was to provide and did provide framing labor
7 and materials for the Manhattan West project for the duration of the project until it was shut down on
8 or about December 15, 2009. Under the terms of the subcontract, payments made by APCO
9 Construction to Zitting Brothers were progress payments and Zitting Brothers is unable to provide a
10 detailed statement of the work applicable to each payment.

11 The following payments were made by APCO Construction to Zitting Brothers during the
12 course of the project:

<u>Date</u>	<u>Amount</u>
1/30/08	\$800,000.00
2/11/08	\$368,785.00
3/5/08	\$567,148.14
3/20/08	\$408,225.33
5/9/08	\$495,604.60
5/22/08	\$424,688.70
7/2/08	\$156,574.24
8/13/08	\$27,971.12
11/20/08	\$33,847.55

19 Please also see documents bates labeled ZBC1112 -- 1166. Discovery is continuing and
20 Zitting Brothers reserves the right to supplement this Response as necessary.

21 **INTERROGATORY NO. 5:**

22
23 State the amount of any payments made to you by CAMCO PACIFIC CONSTRUCTION
24 COMPANY, INC. ("Camco Pacific"), the date each payment was made, and the work that the
25 payment covered.

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28 **RESPONSE:**

Objection. This Interrogatory is vague, ambiguous, overbroad, and burdensome, in that it seeks to have Zitting Brothers identify to an unreasonable detail the work it performed on the Manhattan West project. Subject to and without waiving the foregoing objections, Zitting Brothers' responds as follows:

None. Discovery is continuing and Zitting Brothers reserves the right to supplement this Response as necessary.

INTERROGATORY NO. 6:

State the amount of any payments made to you by Gemstone, the date each payment was made, and the work that the payment covered.

RESPONSE:

Objection. This Interrogatory is vague, ambiguous, overbroad, and burdensome, in that it seeks to have Zitting Brothers identify to an unreasonable detail the work it performed on the Manhattan West project. Subject to and without waiving the foregoing objections, Zitting Brothers' responds as follows:

None. Discovery is continuing and Zitting Brothers reserves the right to supplement this Response as necessary.

INTERROGATORY NO. 7:

Please identify and state with specificity facts that you intend to rely upon to support your allegation that you have complied with the provisions of Chapter 108 of the Nevada Revised Statutes relative a lien that you recorded against the Project.

RESPONSE:

Objection. This Interrogatory is overbroad, compound, burdensome, and calls for a legal conclusion. Additionally, this Interrogatory seeks proof of the entire case on paper, which is improper. Subject to and without waiving the foregoing objections, Zitting Brothers responds as follows:

1 On or about April 17, 2007, Zitting Brothers entered into a subcontract with APCO
2 Construction to provide framing labor and materials for the Manhattan West project. Pursuant to the
3 subcontract, Zitting Brothers began performing its work on or about November 19, 2007, and
4 continued doing so until approximately December 15, 2008, when Zitting Brothers was advised that
5 the project was shutting down. All work was performed properly and APCO Construction and/or
6 Gemstone received value for Zitting Brothers' services. At that time the project closed down, there
7 was an outstanding balance of \$750,807.16 for work performed by Zitting Brothers that had not been
8 paid by APCO Construction and/or Gemstone. Due to the unpaid balance, Zitting Brothers took
9 steps to record a mechanic's lien against the Manhattan West project and complied with the
10 requirements of NRS 108 as follows:

11 1) In compliance with NRS 108.245, Zitting Brothers provided its Notice of Right to
12 Lien via certified mail to Gemstone and APCO Construction on January 14, 2008.

13 2) On December 4, 2008, Zitting Brothers sent its Notice of Intent to Lien to Gemstone
14 and APCO Construction via certified mail in accordance with 108.226(6).

15 2) In compliance with NRS 108.226, Zitting Brothers recorded its Notice of Lien on
16 December 23, 2008, and provided a copy of the same to Gemstone and APCO Construction via
17 certified mail on December 24, 2008.

18 4) On April 7, 2010, Zitting Brothers recorded its Amended Notice of Lien and served it
19 on APCO Construction and/or Gemstone via certified mail the same day.

20 5) Zitting Brothers filed its Complaint Re: Foreclosure on April 30, 2009.

21 6) Zitting Brothers provided a Notice of Foreclosure on or about June 16, 2009, and
22 caused the same to be published in accordance with NRS 108.239. The Affidavit of Publication was
23 filed on June 30, 2009; and

24 7) Zitting Brothers provided its Notice of Lis Pendens on April 30, 2009.

25 Discovery is continuing and Zitting Brothers reserves the right to supplement this Response
26 as necessary.

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