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

2
3 **Supreme Court Case No. 76276**

4
5
6 **HELIX ELECTRIC OF NEVADA, LLC; AND NATIONAL WOOD**
7 **PRODUCTS, INC., A UTAH CORPORATION,**

8 Appellants,

9 v.

10 **APCO CONSTRUCTION, INC, A NEVADA CORPORATION,**

11 Respondent.

12
13
14 Appeal from Judgment
15 Eighth Judicial District Court, Clark County
16 The Honorable Mark Denton, District Court Judge
 District Court Case No. **08A571228**

17 **APPENDIX OF EXHIBITS TO HELIX ELECTRIC'S**
18 **DOCKETING STATEMENT**

19
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TABLE OF APPENDIX

<u>Exhibit</u>	<u>Document</u>	<u>Bates Range</u>	<u>Volume</u>
A	District Court Docket for Case No. 08A571228	Helix Exhibit 1-540	1
B	Consolidated Case List	Helix Exhibit 541-549	2
C	Notice of Entry of Order Granting Plaintiff's Oral Motion to Dismiss	Helix Exhibit 550 -556	3
D	Notices of Entry of Judgment Against CAMCO	Helix Exhibit 557-693	4
E	Notice of Entry of Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning Against APCO Construction, Inc. with Prejudice	Helix Exhibit 694-696	5
F	Notice of Entry of Stipulation and Order for Dismissal with Prejudice	Helix Exhibit 697-705	6
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H	Notice of Entry of Judgment [as to the Claims of Helix Electric of Nevada, LLC and Plaintiff-in-Intervention National Wood Products, Inc. Against APCO Construction, Inc.] filed June 1, 2008	Helix Exhibit 714-724	8
I	Notice of Entry of Order Granting Motion for 54(b) Certification filed July 31, 2018	Helix Exhibit 725-734	9

<u>Exhibit</u>	<u>Document</u>	<u>Bates Range</u>	<u>Volume</u>
J	Relevant Pleadings: Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint-in-Intervention filed June 24, 2009 APCO Construction's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint-in-Intervention filed June 24, 2009 CAMCO Construction's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint-in-Intervention filed September 10, 2009	Helix Exhibit 735 - 790	10

IN THE SUPREME COURT OF THE STATE OF NEVADA

HELIX ELECTRIC OF NEVADA, LLC; AND
NATIONAL WOOD PRODUCTS, INC., A
UTAH CORPORATION,

Appellants,

vs.

APCO CONSTRUCTION, INC., A NEVADA
CORPORATION,

Respondent.

No. 76276

District Court No. 08A571228

Electronically Filed
Aug 08 2018 02:37 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

DOCKETING STATEMENT

CIVIL APPEALS

1. District Court:

Eighth Judicial District Court, Department XIII, Clark County, Judge Mark Denton, District Court

Case No. A571228

2 Attorney filing this docketing statement:

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Client(s): Helix Electric of Nevada, LLC

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3 Attorney(s) representing respondents(s):

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Client(s): APCO Construction, Inc.

4 Nature of disposition below (check all that apply)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition |
| | (specify): _____ |

5 Does this appeal raise issues concerning any of the following? No.

- ☐ Child Custody
☐ Venue
☐ Termination of parental rights

6 Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

1. Case No. 75197, APCO Construction, Inc. v. Zitting Bros. Constr., Inc.
2. Case No. 61131, APCO Construction, Inc. v. Dist. Ct. (Scott Financial).
3. Case No. 57641, Club Vista Financial Services v. Dist. Ct. (Scott Financial).
4. Case No. 57784, Club Vista Financial Services v. Dist. Ct. (Scott Financial).

7 Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

The docket for the district court case is attached as **Exhibit A**. This matter was consolidated with the following cases in the Eighth Judicial District Court: A571228, A574391, A574792, A577623, A579963, A580889, A583289, A584730, A587168, A589195, A589677, A590319, A592826, A596924, A597089, A606730, A608717, A608718. The district court case involved approximately 90 parties. [See **Exhibit B**, Consolidated Case List]. The claims of all parties can

generally be described as claims related to payment of either labor or materials provided to the Project. The district court action was initiated in 2008 during the economic recession, endured three appeals, and lasted approximately ten years. As such, on September 5, 2017, there was a calendar call on the claims of the remaining parties in the case.¹ During the calendar call, APCO, Helix, and other parties orally moved to dismiss those parties that had not filed their pre-trial disclosures.² The Court set the final pre-trial disclosure date for Friday, September 8, 2017.³ The Court set a follow-up hearing on the matter for September 11, 2017.⁴ At that hearing, and pursuant to the Court's order, the only parties that remained in the litigation were:

- Helix Electric of Nevada, Inc. (trial completed, judgment appealed from here);
- National Wood Products, Inc. (trial completed, judgment appealed from here);
- APCO Construction, Inc. (trial completed, judgments appealed from here and in Case No. 75197)
- Zitting Brothers Construction, Inc. (judgment entered against APCO on January 2, 2018; appeal pending, Case No. 75197);
- Camco Pacific Construction, Co. (trial completed, judgments entered against Camco in favor of multiple parties, including Helix and National Wood Products. Camco's appeal deadline has elapsed)⁵;
- E&E Fire Protection, LLC (proceeded to trial. Judgment entered against Camco. Camco's appeal deadline has elapsed)⁶;
- SWPPP Compliance Solutions, LLC (proceeded to trial. Judgment entered against Camco. Camco's appeal deadline has elapsed)⁷;
- Fast Glass, Inc. (proceeded to trial. Judgment entered against Camco. Camco's appeal deadline has elapsed)⁸;
- Heinaman Contract Glazing, Inc. (proceeded to trial. Judgment entered against Camco. Camco's appeal deadline has elapsed)⁹;
- Cactus Rose Construction, Inc. proceeded to trial. Judgment entered against Camco. Camco's appeal deadline has elapsed)¹⁰;
- Interstate Plumbing and Air Conditioning, LLC (subsequently dismissed by stipulation)¹¹;

¹ See September 21, 2017 Notice of Entry of Order Granting Plaintiffs Oral Motion to Dismiss, attached as **Exhibit C**.

² *Id.*

³ *Id.*

⁴ *Id.*

⁵ See Notices of Entry of Judgment against Camco, **Exhibit D**.

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

¹¹ See **Exhibit E**.

- Nevada Prefab Engineers, Inc. (subsequently dismissed by stipulation)¹²;
- Steel Structures, Inc. (subsequently dismissed by stipulation)¹³;
- Unitah Investments, LLC. (subsequently dismissed by stipulation)¹⁴; and
- United Subcontractors dba Sky Line Insulation (motion to enforce settlement pending).¹⁵

8. **Nature of the action.** Briefly describe the nature of the action and the result below:

This action arises out of a failed construction project that closed, incomplete, in 2008. After years of litigation, stays and prior Writ Petitions, a trial was held in February 2018 relating to the claims of the subcontractors on their claims against the project's general contractors, including APCO. This is an appeal by Helix and National Wood Products of the Findings of Fact and Conclusions of Law and Judgment denying all relief to Helix and National Wood Products (as against APCO) and dismissing all of Helix's and National Wood Products' claims following trial.

9. **Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Issues on Appeal include, but are not necessarily limited to:

1. Whether the District Court erred in concluding that Section 3.8 of the Subcontract contains enforceable conditions precedent to APCO's obligation to pay Helix its unpaid retention because (among other things):
 - a. The conditions precedent to payment of retention (including Section 3.8 and the obligation to bill for retention) are either "pay-if-paid" agreements (which the District Court previously ruled on summary judgment was not available to APCO as a defense) or are entirely futile and otherwise outside of Helix's control;
 - b. Such provisions constitute conditions, provisions or stipulations of a contract that are prohibited by NRS 108.2453(2), NRS 108.2457(1) and/or NRS 624.628(3) because they (i) deprive Helix of its rights pursuant to NRS Chapter 108 and NRS Chapter 624 and (ii)

¹² See **Exhibit F**.

¹³ *Id.*

¹⁴ *Id.* Unitah is the successor in interest to the claims of Gerdau Reinforcing Steel.

¹⁵ See **Exhibit G**. United Subcontractors dba Sky Line Insulation only had claims against Camco, not APCO.

are against public policy and are void and unenforceable; and

- c. Section 3.8 is not a “payment schedule” permitted by NRS 624.624 because the “schedule” would be “when paid by the owner.” “Pay-if-paid,” which is unenforceable in Nevada, cannot be a “payment schedule” contemplated by NRS Chapter 624.
2. Whether the District Court erred by relying on “pay-if-paid” provisions, inconsistent with the District Court’s summary judgment barring such defenses and its decision granting summary judgment to Zitting Brothers, which is at issue in Case No. 75197.
3. Whether the District Court erred in failing to recognize that termination of APCO’s contract with the Owner triggered Section 9.4 of the Subcontract and rendered Section 3.8 irrelevant). Section 9.4 entitled Helix to be paid “the amount due from the Owner to the Contractor [APCO] for the Subcontractor’s completed work” to that point in time. Among other things:
 - a. Helix’s retention is an “amount due from the Owner to [APCO]” because APCO was statutorily entitled to the retention through the date of termination. Specifically, but without limitation:
 1. The District Court expressly found that “APCO properly terminated the [prime] contract for cause in accordance with NRS 624.610” (i.e., pursuant to its Stop Work Notice and subsequent statutory Notice of Termination); and
 2. Pursuant to NRS 624.610(6)(a), APCO is (upon statutory termination) entitled to, among other things “[t]he cost of all work, labor, materials, equipment and services furnished by and through the prime contractor, including any overhead the prime contractor and his or her lower-tiered subcontractors and suppliers incurred and profit the prime contractor and his or her lower-tiered subcontractors and suppliers earned through the date of termination...” and

- b. Although Section 9.4 also conditioned payment to Helix on “payment by the Owner to the Contractor,” such a condition is void and unenforceable as a “pay-if-paid” provision.
- 4. Whether the District Court erred in finding and concluding that Helix entered into the written subcontract agreement with APCO (“the APCO Subcontract”) and a Ratification Agreement with Camco, who replaced APCO as the general contractor on the project, when:
 - a. There were no signed agreements;
 - b. Helix offered amendments that were never agreed to; and
 - c. Helix never waived its right to seek payment from APCO, especially for moneys owed while APCO was on site.
- 5. Whether the District Court erred in concluding that Helix “knowingly replaced Camco for APCO” when this was a condition imposed on Helix after APCO left the project.
- 6. Whether the District Court erred in concluding that Helix’s subcontract was “assigned to [the Project Owner] Gemstone” where, among other things:
 - a. Gemstone is not a licensed contractor and cannot legally take such an assignment; and
 - b. The assignment provision of the prime contract (Section 10.04) “is effective only after termination of the Agreement by [Gemstone] for cause pursuant to Section 10.02” (emphasis added) but the District Court expressly found that APCO terminated the contract pursuant to its rights under NRS 624.610.

- 10. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Case No. 75197, APCO Construction, Inc. v. Zitting Bros. Constr., Inc. Based upon APCO’s Docketing Statement in Case No. 75197, it appears that the application and enforceability of “pay-if-paid” agreements are also at issue there.

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A
☐ Yes
☐ No

If not, explain:

12. **Other issues. Does this appeal involve any of the following issues:**

☒ Reversal of well-settled Nevada precedent (identify the case(s))
☐ An issue arising under the United States and/or Nevada Constitutions
☐ A substantial issue of first impression
☒ An issue of public policy
☐ An issue where *en banc* consideration is necessary to maintain uniformity of this court's decisions
☐ A ballot question If so, explain:

In *Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1117-18, 197 P.3d 1032, 1042 (Nev. 2008), this Court held that “pay-if-paid” agreements are against public policy, void and unenforceable except in very limited circumstances not present here. In reliance upon *Bullock* and NRS 624.624(1), the District Court purported to reject “pay-if-paid” agreements by way of summary judgment (favoring Helix, National Wood Products and Zitting Brothers). However, the District Court’s findings and conclusions necessarily required it to ignore *Bullock* and NRS 624.624(1). By way of its appeal in Case No. 75197 and in defense of Helix’s and National Wood Products’ claims in this case, APCO argues for reversal of *Bullock* and/or an interpretation of NRS 624.624(1) that is contrary to the public policy of Nevada as set forth in *Bullock*. Helix will ask this Court to affirm and/or clarify its well-settled precedent.

13. **Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17 and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

Pursuant to NRAP 17(b)(9), this case is presumptively assigned to the Court of Appeals because it involves statutory lien matters under NRS Chapter 108. However, Helix respectfully submits that this case should be assigned to the Supreme Court because it raises a question of statewide importance (i.e.,

the continuing prohibition of “pay-if-paid” agreements and this Court’s long-standing recognition that “Nevada’s public policy favors securing payment for labor and material contractors.” *Bullock*, 124 Nev. at 1117-18). In addition, APCO’s Docketing Statement in Case No. 75197 asserts that an unpublished decision of this Court, *Padilla Construction Company of Nevada v. Big-D Construction Corp.*, 386 P.3d 982, 2016 Nev. Unpub. Lexis 958 (Case Nos. 68683 and 67397) stands for the proposition that “payment preconditions are valid preconditions to payment under a payment schedule” in spite of *Bullock* and NRS 624.624(1). Here, at APCO’s urging, the District Court relied in *Padilla* to affirm the payment preconditions of Section 3.8 of the APCO Subcontract even though such provisions contain (and are inextricably intertwined with) a pay-if-paid agreement.

14. **Trial.** If this action proceeded to trial, how many days did the trial last? Six (6) days.

Was it a bench or jury trial? Bench trial.

15. **Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

Helix does not intend to file a motion to disqualify or to have a justice recuse him/herself.

TIMELINESS OF NOTICE OF APPEAL

16. **Date of entry of written judgment or order appealed from.**

Helix is appealing the Judgment [as to the claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. against APCO Construction, Inc.], which was entered on June 1, 2018. A copy of the Notice of Entry of Judgment is attached as **Exhibit H**.

17. **Date written notice of entry of judgment or order was served.**

Service of the Notice of Entry of Judgment in the Clark County District Court is electronic. Accordingly, the date the written notice of entry was served was no sooner than June 1, 2018.

18. **If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCp 50(b), 52(b), or 59)**

No.

19. Date notice of appeal filed

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

Helix filed its Notice of Appeal on June 28, 2018.

National Wood Products filed its Notice of Appeal on June 29, 2018.

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)(1) and (for National Wood Products) NRAP 4(a)(2).

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

☒ NRAP 3A(b)(1)

☐ NRAP 3A(b)(2)

☐ NRAP 3A(b)(3)

☐ Other (specify)

☐ NRS 38.205

☐ NRS 233B.150

☐ NRS 703.376

(b) Explain how each authority provides a basis for appeal from the judgment or order:

The judgment appealed from resolves all claims between the parties. All other claims involving all other parties in the consolidated proceeding have been dismissed or brought to judgment. Accordingly, the judgment appealed from is a final judgment entered in an action or proceeding commenced in the court in which the judgment is rendered pursuant to NRAP 3A(b)(1).

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties: This case represents the consolidation of approximately 90 parties. Parties include:

2. Apco Construction, Inc.
3. Asphalt Products Corporation
4. Cactus Rose Construction
5. Camco Pacific Construction Co, Inc.
6. Club Vista Financial Services, LLC
7. Gemstone Development West, Inc.
8. Insulpro Projects, Inc.
9. Tharaldson Motels II, Inc.
10. Gary D. Tharaldson

11. Accuracy Glass & Mirror Company, Inc.
12. Ahern Rentals, Inc.
13. Arch Aluminum and Glass Co.
14. Atlas Construction Supply, Inc.
15. Bank of Oklahoma NA
16. Bruin Painting Corporation
17. Buchele, Inc.
18. Cabintec, Inc.
19. Cellcrete Fireproofing of Nevada, Inc.
20. Concrete Visions, Inc.
21. Creative Home Theatre, LLC
22. Dave Peterson Framing, Inc.
23. E & E Fire Protection, LLC
24. Executive Plastering, Inc.
25. EZA P.C.
26. Fast Glass, Inc.
27. Ferguson Fire and Fabrication, Inc.
28. Gerdau Reinforcing Steel
29. Granite Construction Company
30. Harsco Corporation
31. HD Supply Waterworks LP
32. Heinaman Contract Glazing
33. Helix Electric of Nevada, LLC
34. Hydropressure Cleaning, Inc.
35. Inquipco
36. Insulpro Projects, Inc.
37. Interstate Plumbing & Air Conditioning
38. John Deere Landscape, Inc.
39. Las Vegas Pipeline, LLC
40. Masonry Group Nevada, Inc.
41. Nevada Construction Services
42. Nevada Prefab Engineers
43. Nevada Prefab Engineers, Inc.
44. Noord Sheet Metal Company
45. Noorda Sheet Metal Company
46. Northstar Concrete, Inc.
47. Pape Materials Handling
48. Patent Construction Systems
49. Professional Door and Mill Works, LLC
50. Professional Doors and Millworks, LLC
51. Ready Mix, Inc.
52. Renaissance Pools & Spas, Inc.
53. Republic Crane Service, LLC
54. Scott Financial Corporation
55. Bradley J. Scott
56. Selectbuild Nevada, Inc.
57. Steel Structures, Inc.
58. Supply Network, Inc.
59. The Pressure Grout Company

60. Tri City Drywall, Inc.
61. WRG Design, Inc.
62. Zitting Brothers Construction, Inc.
63. Commonwealth Land Title Insurance Co
64. First American Title Insurance Co
65. Oz Architecture of Nevada, Inc.
66. Pape Rents
67. Power Plus!
68. Viking Supplynet
69. Cell Crete Fireproofing Of NV, Inc.
70. Custom Select Billing, Inc.
71. Dave Peterson Framing, Inc.
72. National Wood Products, Inc.'s
73. Pressure Grout Co
74. Fidelity & Deposit Company Of Maryland
75. Fidelity And Deposit Co Of Maryland
76. First American Title Insurance Co
77. Jeff Heit Plumbing Co., LLC
78. Kelly Marshall
79. Old Republic Surety
80. Arch Aluminum And Glass Co Now Known As Arch Aluminum and Glass LLC
81. Cactus Rose Construction Inc
82. Harsco Corporation
83. S R Bray Corp
84. Selectbuild Nevada, Inc.
85. Sunstate Companies, Inc.
86. SWPPP Compliance Solutions LLC
87. Graybar Electric Company
88. PCI Group, LLC
89. RLMW Investments, LLC
90. United Subcontractors Inc Doing Business As Skyline Insulation
91. Wiss, Janney, Elstner Associates, Inc.

See also, Exhibit B, *supra*, (Consolidated Case List).

- (b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

See Section 7, *supra*.

- 23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

See Section 7, *supra*.

- 24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☐ Yes

☒ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

Post-trial motions for fees and costs as between APCO and Helix and National Wood Products are still pending. However, such motions do not extend the time for appeal and do not affect this Court's jurisdiction.

(b) Specify the parties remaining below:

None, other than APCO, Helix and National Wood Products with respect to post-trial motions for fees and costs.

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☒ Yes

☐ No

However, a NRCP 54(b) certification was entered as it relates to the claims between Zitting Brothers and APCO. (See **Exhibit I**) Because all other claims have subsequently been resolved, Helix believes that certification to be irrelevant to this appeal.

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☒ Yes

☐ No

As between Zitting Brothers and APCO only. *See* Section 25(c), *supra*.

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

The only claims and issues remaining at the District Court are post-trial motions for fees and costs as between APCO and Helix and National Wood Products. However, such motions do not extend the time for appeal and do not affect this Court's jurisdiction pursuant to NRAP 3A(b)(1).

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims:

See **Exhibit I** (relevant pleadings)

- Any tolling motion(s) and order(s) resolving tolling motion(s)”

N/A

- Orders of NRCPC 41(a) dismissals formally resolving each claim, counterclaims, cross- claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal:

N/A

- Any other order challenged on appeal

N/A

- Notices of entry for each attached order

See Exhibits C through I, inclusive.

In addition, APCO has provided the Court with an extensive Appendix of documents potentially responsive to these items by way of its Docketing Statement in Case No. 75197, which Helix adopts by reference in the interest of brevity in addition to above.

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Helix Electric of Nevada, LLC
Name of appellant

Eric B. Zimbelman, Esq.
Name of counsel of record

August 8, 2018
Date


Signature of counsel of record

Clark County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the this ____ day of August, 2018, I served a copy of this completed **DOCKETING STATEMENT** upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es):
(NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

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*Attorneys for Appellant
National Wood Products, Inc.*

Settlement Judge:

Stephen E. Haberfeld
8224 Blackburn Ave, Suite 100
Los Angeles, CA 90048

Dated this 5th day of August, 2018.



Signature