

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

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

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

7 Appellants,

8 v.

9 **APCO CONSTRUCTION, INC., A NEVADA CORPORATION,**

10 Respondent.

11
12 Appeal from Judgment
13 Eighth Judicial District Court, Clark County
14 The Honorable Mark Denton, District Court Judge
 District Court Case No. 08571228

15 **APPENDIX OF EXHIBITS TO NATIONAL WOOD PRODUCT,**
16 **INC.'S DOCKETING STATEMENT**

17
18 Richard L. Tobler, Esq. (Bar No. 004070)
19 **LAW OFFICES OF RICHARD L. TOBLER, LTD.**
20 3654 N. Rancho Drive, Suite 102
21 Las Vegas, Nevada 89130-3179
 Telephone: (702) 256-6000
 Email: rltltd@hotmail.com

22 -AND-

23 Thomas H. Cadden, Esq. (CA SBN 122299)
24 John B. Taylor, Esq. (CA SBN 126400)
25 S. Judy Hirahara, Esq. (CA SBN 177332)
26 **CADDEN & FULLER LLP**
27 114 Pacifica, Suite 450
28 Irvine, California 92618
 Telephone: (949) 788-0827
 Facsimile: (949) 450-0650
 Email: jtaylor@caddenfuller.com
 Email: jhirahara@caddenfuller.com
 Attorneys for Appellant, **NATIONAL WOOD**
 PRODUCTS, INC., a Utah corporation

APPENDIX

EXHIBIT	DOCUMENTS	BATES STAMP NO.	VOLUME NO.
A	District Court Case Docket	000001-000075	1
B	Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	000076-000082	1
C	Notices of Entry of Judgments against Camco Pacific Construction Company, Inc.	000083-000216	1
D	Stipulation and Order to Dismiss Third Party Complaint of Interstate Plumbing & Air Conditioning, LLC against APCO Construction, Inc. with Prejudice	000217-000219	2
E	Stipulation and Order for Dismissal of Steel Structures, Inc., Nevada Prefab Engineers, Inc. and Gerdau Reinforcing Steel	000220-000222	2
F	Notice of Entry of Judgment [as to Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	000223-000233	2
G	Relevant Pleadings: Cabinetec, Inc.'s Statement of Facts Constituting Lien Claim and Complaint in Intervention APCO Construction's Answer to Cabinetec, Inc.'s Statement of Facts Constituting Lien Claim and Complaint in Intervention Answer to Cabinetec, Inc.'s Complaint in Intervention and Camco Pacific Construction Company, Inc.'s Counterclaim	000234-000272	2

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

2
3 HELIX ELECTRIC OF NEVADA, LLC; AND
4 NATIONAL WOOD PRODUCTS, INC., A UTAH
5 CORPORATION,

6 Appellants,

7 vs.

8 APCO CONSTRUCTION, INC., A NEVADA
9 CORPORATION,

10 Respondent.

Supreme Court No. 76276

District Court Electronically Filed

Aug 09 2018 04:06 p.m.

Elizabeth A. Brown

Clerk of Supreme Court

DOCKETING STATEMENT

11 **1. DISTRICT COURT**

12 Eighth Judicial District Court

13 Department XIII

14 Clark County

15 The Honorable Mark Denton

16 District Court Case No. A5712228

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

17 **2. ATTORNEY FILING THIS DOCKETING STATEMENT:**

18 Richard L. Tobler, Esq. (Bar No. 004070)

19 LAW OFFICES OF RICHARD L. TOBLER, LTD.

20 3654 N. Rancho Drive, Suite 102

21 Las Vegas, Nevada 89130-3179

22 Telephone: (702) 256-6000

23 Email: rltld@hotmail.com

24 - AND -

25 Thomas H. Cadden, Esq. (CA SBN 122299)

26 John B. Taylor, Esq. (CA SBN 126400)

27 S. Judy Hirahara, Esq. (CA SBN 177332)

28 CADDEN & FULLER LLP

114 Pacifica, Suite 450

Irvine, California 92618

Telephone: (949) 788-0827

Email: jtaylor@caddenfuller.com

Email: jhirahara@caddenfuller.com

Attorneys for Appellant, NATIONAL WOOD PRODUCTS, INC., a Utah corporation

3. **ATTORNEY(S) REPRESENTING RESPONDENT:**

John Randall Jeffries, Esq. (Bar No. 3512)
Mary E. Bacon, Esq. (Bar No. 12686)
SPENCER FANE LLP
300 S. Fourth Street, Suite 950
Las Vegas, Nevada 89101
Telephone No.: (702) 408-3411
Email: rjeffries@spencerfane.com
Email: mbacon@spencerfane.com

- AND -

Jack Chen Min Juan, Esq. (Bar No. 6367)
Cody S. Mounteer, Esq. (Bar No. 11229)
MARQUIS AUERBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone No.: (702) 207-6089
Email: cmounteer@maclaw.com

Attorneys for Respondent, APCO CONSTRUCTION, INC., a Nevada corporation

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

1 **6. PENDING AND PRIOR PROCEEDINGS IN THIS COURT.**

2 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:

- 3 1. APCO Construction, Inc. v. Zitting Brothers Construction, Inc.
4 Case No. 75197
- 5 2. APCO Construction, Inc. v. District Court (Scott Financial)
6 Case No. 61131
- 7 3. Club Vista Financial Services v. District Court (Scott Financial)
8 Case No. 57784
- 9 4. Club Vista Financial Services v. District Court (Scott Financial)
10 Case No. 57641

11
12 **7. PENDING AND PRIOR PROCEEDINGS IN OTHER COURTS.**

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

15 Appellant, National Wood Products, Inc. ("National Wood"), hereby attaches a true and
16 correct copy of the District Court case docket for Case No. A571228, as **Exhibit A**. This District
17 Court case was consolidated with the following cases: A574391; A574792; A577623;
18 A580889; A583289; A584730; A587168; A589195; A589677; A590319; A592826;
19 A596924; A597089; A606730; A608717; and A608718.

20 This District Court case involved approximately 90 parties. Please see Section 22(a), *infra*,
21 for a list of all parties. The claims of all parties can generally be described as claims related to
22 payment of either labor or materials provided for a construction project in Clark County,
23 Nevada (as described in Section 8 below). This District Court case was initiated on or about
24 September 9, 2008, during the economic recession, endured three (3) appeals, and lasted
25 approximately ten (10) years.

26 On or about September 5, 2017, the District Court held a Calendar Call on the claims of the
27 remaining parties in the District Court case.¹ During the Calendar Call, APCO, Helix Electric of
28

¹ / See Notice of Entry of Order Granting Plaintiff's Motion to Dismiss entered on September 21, 2017, which is
attached hereto as **Exhibit B**.

1 Nevada, LLC (“Helix”), Zitting Brothers Construction, Inc. (“Zitting”), and other parties moved to
2 dismiss those parties that had not filed their pre-trial disclosures.² The District Court set the final
3 pre-trial disclosure date on September 8, 2017.³ The District Court set a follow up hearing on the
4 matter on September 11, 2017.⁴ At that hearing and pursuant to the Court’s order, the only
5 remaining parties⁵ in the District Court case were:

- 6 a. National Wood Products, Inc. (trial completed – judgment appealed in this matter);
- 7 b. Helix Electric of Nevada, LLC (trial completed – judgment appealed in this matter);
- 8 c. APCO Construction, Inc. (trial completed – judgments appealed in this matter and
9 in Case No. 75197);
- 10 d. Zitting Brothers Construction, Inc. (summary judgment entered against APCO on
11 January 2, 2018 – appeal pending in Case No. 75197);
- 12 e. Camco Pacific Construction Company, Inc. (“CAMCO”) (trial completed –
13 judgments entered against CAMCO in favor of multiple parties, including National
14 Wood and Helix)⁶;
- 15 f. E&E Fire Protection, LLC (trial completed – judgment entered against CAMCO)⁷;
- 16 g. SWPP Compliance Solutions, LLC (trial completed – judgment entered against
17 CAMCO)⁸;
- 18 h. Fast Glass, Inc. (trial completed – judgment entered against CAMCO)⁹;
- 19 i. Heinaman Contract Glazing, Inc. (trial completed – judgment entered against
20 CAMCO)¹⁰;
- 21 j. Cactus Rose Construction, Inc. (trial completed – judgment entered against
22 CAMCO)¹¹;

24 ² / *Id.*

25 ³ / *Id.*

26 ⁴ / *Id.*

27 ⁵ / *Id.*

28 ⁶ / *See* Notices of Entry of Judgment against CAMCO, **Exhibit C.**

⁷ / *Id.*

⁸ / *Id.*

⁹ / *Id.*

¹⁰ / *Id.*

¹¹ / *Id.*

- 1 k. Interstate Plumbing and Air Conditioning, LLC (dismissed pursuant to
2 stipulation)¹²;
- 3 l. Nevada Prefab Engineers, Inc. (dismissed action pursuant to stipulation)¹³;
- 4 m. Steel Structures, Inc. (dismissed pursuant to stipulation)¹⁴;
- 5 n. Unitah Investments, LLC (dismissed pursuant to stipulation)¹⁵; and
- 6 o. United Subcontractors dba Sky Line Insulation (it is our understanding that this
7 party has been dismissed pursuant to stipulation).
- 8

9 **8. NATURE OF THE ACTION.**

10 Briefly describe the nature of the action and the result below:

11 This consolidated action arises out of a construction project in Las Vegas, Nevada that
12 was never completed and ultimately shut down in 2008. The owner of the project was Gemstone
13 Development West, Inc. ("Gemstone"). APCO was the initial general contractor. After years of
14 litigation (which was stayed for a number of years, inclusive of filings of Writ Petitions), the
15 commencement of trial as to lien priority issues in the case commenced on October 30, 2012.
16 The balance of the trial addressing subcontractors' claims against APCO was held in late January
17 and early February, 2018.. In addition, National Wood also had claims against Gemstone and
18 Camco Pacific Construction Company, Inc.

19 National Wood is appealing the Findings of Fact and Conclusions of Law and Judgment
20 in favor of APCO, which denies all relief to National Wood and Helix and dismisses all of the
21 claims of National Wood and Helix as against APCO.

22

23

24

25

26

27 ¹² / See Exhibit D.

28 ¹³ / See Exhibit E.

¹⁴ / Id.

¹⁵ / Id. Unitah Investments, LLC is the successor-in-interest to the claims of Gerdau Reinforcing Steel.

1 **9. ISSUES ON APPEAL.**

2 State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

3 The Issues on Appeal include, but are not necessarily limited to the following:

4 1. Whether the District Court erred in concluding that Section 3.8 of the APCO
5 Contract contains enforceable conditions precedent to APCO's obligation to pay National Wood
6 its unpaid retention because (among other things):

7 a. The conditions precedent to payment of retention (including Section 3.8 and
8 the obligation to bill for retention) are either "pay-if-paid" agreements (which the District Court
9 previously ruled on summary judgment was not available to APCO as a defense) or are entirely
10 futile and otherwise outside of National Wood's control;

11 b. Such provisions constitute conditions, provisions or stipulations of a
12 contract that are prohibited by NRS 624.628(3) because they (i) deprive National Wood of its
13 rights pursuant to NRS Chapter 624 and (ii) are against public policy and are void and
14 unenforceable; and

15 c. Section 3.8 is not a "payment schedule" permitted by NRS 624.624 because
16 the "schedule" would be "when paid by the owner." "Pay-if-paid," which is unenforceable in
17 Nevada, cannot be a "payment schedule" contemplated by NRS Chapter 624.

18 2. Whether the District Court erred by relying on "pay-if-paid" provisions,
19 inconsistent with the District Court's summary judgment barring such defenses and its decision
20 granting summary judgment to Zitting Brothers Construction, Inc., which is at issue in Case
21 No. 75197.

22 3. Whether the District Court erred in failing to recognize that termination of the
23 Prime Contract triggered Section 9.4 of the APCO Contract (rendering Section 3.8 irrelevant),
24 which entitled National Wood to be paid "the amount due from the Owner to the Contractor
25 [APCO] for the Subcontractor's completed work" to that point in time. Among other things:

26 a. National Wood's retention is an "amount due from the Owner to [APCO]"
27 because, among other things, APCO was statutorily entitled to the retention through the date of
28 termination. Specifically, but without limitation:

1 i. The District Court expressly found that “APCO properly terminated
2 the [prime] contract for cause in accordance with NRS 624.610” (i.e., pursuant to its Stop Work
3 Notice and subsequent statutory Notice of Termination); and

4 ii. Pursuant to NRS 624.610(6)(a), APCO is (upon statutory
5 termination) entitled to, among other things “The cost of all work, labor, materials, equipment and
6 services furnished by and through the prime contractor, including any overhead the prime
7 contractor and his or her lower-tiered subcontractors and suppliers incurred and profit the prime
8 contractor and his or her lower-tiered subcontractors and suppliers earned through the date of
9 termination...” and

10 b. In addition, and while payment pursuant to Section 9.4 was also conditioned
11 on actual “payment by the Owner to the Contractor,” such a condition is void and unenforceable as
12 a “pay-if-paid” provision.

13 4. Whether the District Court erred in concluding that Cabinetec waived all claims
14 against APCO by knowingly contracting to work on the Project for CAMCO/Gemstone where,
15 among other things:

16 a. The CAMCO Contract was not executed by Cabinetec until on or about
17 December 8, 2008;

18 b. Cabinetec never waived its right to seek payment from APCO, especially for
19 monies owed while APCO was on site;

20 c. APCO did not terminate the APCO Contract;

21 d. APCO is liable to National Wood for work performed by Cabinetec during
22 the period prior to APCO leaving the Project;

23 e. APCO is liable to National Wood for unbilled work performed by Cabinetec
24 in August 2008;

25 f. APCO is liable to National Wood for work performed by Cabinetec during
26 the time after APCO left the Project and before Cabinetec executed the CAMCO Contract.

27 g. APCO is liable to National Wood for work performed after Cabinetec
28 executed the CAMCO Contract.

1 5. Whether the District Court erred when it limited the damages sought by National
2 Wood against APCO.

3 6. Whether the District Court erred in concluding that the APCO Contract was
4 assigned to Gemstone where, among other things:

5 a. Gemstone was not a licensed contractor and could not take such an
6 assignment; and

7 b. The assignment provision of the prime contract (Section 10.04) "is effective
8 only after termination of the Agreement by [Gemstone] for cause pursuant to Section 10.02" but
9 the District Court expressly found that APCO terminated the contract pursuant to its rights under
10 NRS 624.610.

11 7. Whether APCO is equitably estopped to deny that retention payment is owed to
12 National Wood because APCO sought and obtained summary judgment and monetary damages
13 against Gemstone, including retention of all subcontractors, including Cabinetec.

14 8. Whether the District Court's award of attorneys' fees and costs in favor of APCO is
15 appropriate and reasonable.

16
17 **10. PENDING PROCEEDINGS IN THIS COURT RAISING THE SAME OR SIMILAR ISSUES.**

18 If you are aware of any proceedings presently pending before this court which raises the
19 same or similar issues raised in this appeal, list the case name and docket numbers and identify the
20 same or similar issue raised:

21 APCO Construction, Inc. v. Zitting Brothers Construction, Inc. - Case No. 75197

22 Based upon APCO's Docketing Statement, it appears that the application and
23 enforceability of "pay-if-paid" agreements are also at issue there.
24
25
26
27
28

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 or NRS 30.130?

☒ N/A

☐ Yes

☐ No

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 Constitution

☐ 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 rejected "pay-if-paid" agreements by way of summary judgment (favoring Helix, National Wood and Zitting Brothers). However, the District Court's findings of fact and conclusions of law entered on April 25, 2018 in this case 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's 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*. National Wood will ask this Court to affirm and/or clarify its well-settled precedent.

1 **13. ASSIGNMENT TO THE COURT OF APPEALS OR RETENTION IN THE SUPREME COURT.**

2 Briefly set forth whether the matter is presumptively retained by the Supreme Court or
3 assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule
4 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 circumstances(s) that warrant retaining the case, and include an explanation of
their important or significance:

5 Pursuant to NRAP 17(b)(9), this case is presumptively assigned to the Court of Appeals
6 because it involves statutory lien matters under NRS Chapter 108. However, National Wood
7 respectfully submits that this case should be assigned to the Supreme Court because it raises a
8 question of statewide importance (i.e., the continuing prohibition of “pay-if-paid” agreements and
9 this Court’s long-standing recognition that “Nevada’s public policy favors securing payment for
10 labor and material contractors.” *Bullock*, 124 Nev. at 1117-18). In addition, APCO’s Docketing
11 Statement in Case No. 75197 asserts that an unpublished decision of this Court, *Padilla*
12 *Construction Company of Nevada v. Big-D Construction Corp.*, 386 P.3d 982, 2016 Nev. Unpub.
13 Lexis 958 (Case Nos. 68683 and 67397) stands for the proposition that “payment preconditions
14 are valid preconditions to payment under a payment schedule” in spite of *Bullock* and NRS
15 624.624(1). Here, at APCO’s urging, the District Court relied on *Padilla* to affirm the payment
16 preconditions of Section 3.8 of the APCO Contract even though such provisions contain (and are
17 inextricably intertwined with) a pay-if-paid agreement.

18
19 **14. TRIAL.**

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

21 Was it a bench or jury trial? Bench trial.

22
23 **15. JUDICIAL DISQUALIFICATION.**

24 Do you intend to file a motion to disqualify or have a justice recuse him/herself from
25 participation in this appeal? If so, which Justice?

26 National Wood does not intend to file a motion to disqualify or to have a justice recuse
27 him/herself.

TIMELINESS OF NOTICE OF APPEAL

16. DATE OF ENTRY OF WRITTEN JUDGMENT OR ORDER APPEALED FROM

National Wood 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 F.

17. DATE WRITTEN NOTICE OF ENTRY OF JUDGMENT OR ORDER WAS SERVED

June 1, 2018

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. IF THE TIME FOR FILING THE NOTICE OF APPEAL WAS TOLLED BY A POST-JUDGMENT MOTION (NRCP 50(b), OR 59) - Not applicable.

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:

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

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

20. SPECIFY STATUTE OR RULE GOVERNING THE TIME LIMIT FOR FILING THE NOTICE OF APPEAL, E.G., NRAP 4(a) OR OTHER

National Wood - NRAP 4(a)(2)

Helix – NRAP 4(a)(1)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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) ☐ NRS 38.205
☐ NRAP 3A(b)(2) ☐ NRS 233B.150
☐ NRAP 3A(b)(3) ☐ NRS 703.376
☐ Other (specify)

(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, which include:

1. Apco Construction, Inc.
2. Asphalt Products Corporation
3. Cactus Rose Construction
4. Camco Pacific Construction Co, Inc.
5. Club Vista Financial Services, LLC
6. Gemstone Development West, Inc.
7. Insulpro Projects, Inc.
8. Tharaldson Motels II, Inc.
9. Gary D. Tharaldson
10. Accuracy Glass & Mirror Company, Inc.
11. Ahern Rentals, Inc.
12. Arch Aluminum and Glass Co.
13. Atlas Construction Supply, Inc.
14. Bank of Oklahoma NA
15. Bruin Painting Corporation
16. Buchele, Inc.
17. Cabinetec, Inc.
18. Cellcrete Fireproofing of Nevada, Inc.
19. Concrete Visions, Inc.

- 1 20. Creative Home Theatre, LLC
- 2 21. Dave Peterson Framing, Inc.
- 3 22. E & E Fire Protection, LLC
- 4 23. Executive Plastering, Inc.
- 5 24. EZA P.C.
- 6 25. Fast Glass, Inc.
- 7 26. Ferguson Fire and Fabrication, Inc.
- 8 27. Gerdau Reinforcing Steel
- 9 28. Granite Construction Company
- 10 29. Harsco Corporation
- 11 30. HD Supply Waterworks LP
- 12 31. Heinaman Contract Glazing
- 13 32. Helix Electric of Nevada, LLC
- 14 33. Hydropressure Cleaning, Inc.
- 15 34. Inquipco
- 16 35. Insulpro Projects, Inc.
- 17 36. Interstate Plumbing & Air Conditioning
- 18 37. John Deere Landscape, Inc.
- 19 38. Las Vegas Pipeline, LLC
- 20 39. Masonry Group Nevada, Inc.
- 21 40. Nevada Construction Services
- 22 41. Nevada Prefab Engineers
- 23 42. Nevada Prefab Engineers, Inc.
- 24 43. Noord Sheet Metal Company
- 25 44. Noorda Sheet Metal Company
- 26 45. Northstar Concrete, Inc.
- 27 46. Pape Materials Handling
- 28 47. Patent Construction Systems
48. Professional Door and Mill Works, LLC
49. Professional Doors And Millworks, LLC
50. Ready Mix, Inc.
51. Renaissance Pools & Spas, Inc.
52. Republic Crane Service, LLC
53. Scott Financial Corporation
54. Bradley J. Scott
55. Selectbuild Nevada, Inc.
56. Steel Structures, Inc.
57. Supply Network, Inc.
58. The Pressure Grout Company
59. Tri City Drywall, Inc.
60. WRG Design, Inc.
61. Zitting Brothers Construction, Inc.
62. Commonwealth Land Title Insurance Co
63. First American Title Insurance Co
64. Oz Architecture of Nevada, Inc.
65. Pape Rents
66. Power Plus!
67. Viking Supplynet
68. Cell Crete Fireproofing Of NV, Inc.
69. Custom Select Billing, Inc.
70. Dave Peterson Framing, Inc.
71. National Wood Products, Inc.'s
72. Pressure Grout Co
73. Fidelity & Deposit Company Of Maryland
74. Fidelity And Deposit Co Of Maryland

75. First American Title Insurance Co.
76. Jeff Heit Plumbing Co., LLC
77. Kelly Marshall
78. Old Republic Surety
79. Arch Aluminum And Glass Co Now Known As Arch Aluminum and Glass LLC
80. Cactus Rose Construction Inc
81. Harsco Corporation
82. S R Bray Corp
83. Selectbuild Nevada, Inc.
84. Sunstate Companies, Inc.
85. SWPPP Compliance Solutions LLC
86. Graybar Electric Company
87. PCI Group, LLC
88. RLMW Investments, LLC
89. United Subcontractors Inc Doing Business As Skyline Insulation
90. Wiss, Janney, Elstner Associates, Inc.

(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

1 **25. IF YOU ANSWERED "NO" TO QUESTION 24, COMPLETE THE FOLLOWING:**

2 (a) Specify the claims remaining pending below:

3
4 (b) Specify the parties remaining below:

5
6 (c) Did the district court certify the judgment or order appealed from as a final
7 judgment pursuant to NRCP 54(b)?

8 ☐ Yes

9 ☐ No

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

12 ☐ Yes

13 ☐ No

14
15
16 **26. IF YOU ANSWERED "NO" TO ANY PART OF QUESTION 25, EXPLAIN THE BASIS FOR**
17 **SEEKING APPELLATE REVIEW (E.G., ORDER IS INDEPENDENTLY APPEALABLE UNDER NRAP**
18 **3A(b)):**

19
20 **27. ATTACH FILE-STAMPED COPIES OF THE FOLLOWING DOCUMENTS:**

- 21 • The latest-filed complaint, counterclaims, cross-claims, and third party claims
22 See **Exhibit G** (Relevant Pleadings).
23
24 • Any tolling motion(s) and order(s) resolving tolling motion(s)
25 Not applicable.
26
27
28

- Orders of NRCP 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:

Not applicable.

- Any other order challenged on appeal

Not applicable.

- Notices of entry for each attached order.

See **Exhibits B through G**, inclusive.

In addition, Helix has provided the Court with an extensive Appendix of documents responsive to these items, which National Wood adopts by reference in addition to above. Furthermore, 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 National Wood adopts by reference in addition to above.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 completed to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

National Wood Products, Inc.

Name of appellant

August 14, 2018

Date

Clark County, Nevada

State and county where signed

Richard L. Tobler Esq.

Name of counsel of record

Signature of counsel of record

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of August, 2018, I served a true and correct copy of the foregoing **DOCKETING STATEMENT, APPENDIX OF EXHIBITS TO NATIONAL WOOD PRODUCT, INC.'S DOCKETING STATEMENT, EXHIBITS TO NATIONAL WOOD'S DOCKETING STATEMENT VOLUME 1 (EXHIBITS A-C) AND EXHIBITS TO NATIONAL WOOD'S DOCKETING STATEMENT VOLUME 2 (EXHIBITS D-G)** in the following manner:

(ELECTRONIC SERVICE) The above referenced documents were electronically filed on the date hereof with the Clerk of the Court for the Supreme Court of the State of Nevada by using the Court's CM/ECF system and served through the Court's Notice of electronic filing systems automatically generated to those parties registered on the Court's Master E-Service List.

Dated this 9th day of August, 2018.


An employee of Richard L. Tobler, LTD