

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

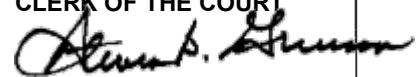
15 **EXHIBITS TO NATIONAL WOOD'S DOCKETING STATEMENT**
16 **VOLUME 2 (EXHIBITS D – G)**

17
18 Richard L. Tobler, Esq. (Bar No. 004070)
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26 John B. Taylor, Esq. (CA SBN 126400)
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 Attorneys for Appellant, NATIONAL WOOD
 PRODUCTS, INC., a Utah corporation

EXHIBIT D



SAO
SULLIVAN HILL LEWIN REZ & ENGEL
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*Attorneys for William A. Leonard, Jr., Chapter 7 Trustee of the Jointly Administered Bankruptcy
Estate of Interstate Plumbing & Air Conditioning, LLC dba Interstate Services, dba IPAC
Mechanical, in the United States Bankruptcy Court, District of Nevada, Case No. 11-25053-BAM*

DISTRICT COURT

CLARK COUNTY, NEVADA

ACCURACY GLASS & MIRROR
COMPANY, INC., a Nevada corporation,

Plaintiff,

v.

ASPHALT PRODUCTS CORP., a Nevada
corporation; APCO CONSTRUCTION, a
Nevada corporation; CAMCO PACIFIC
CONSTRUCTION COMPANY, INC., a
California corporation; GEMSTONE
DEVELOPMENT WEST, INC., a Nevada
corporation; FIDELITY AND DEPOSIT
COMPANY OF MARYLAND; SCOTT
FINANCIAL CORPORATION, a North
Dakota corporation; DOES I through X;
ROE CORPORATIONS I through X; BOE
BONDING COMPANIES I through X;
LOE LENDERS I through X, inclusive,

Defendants.

INTERSTATE PLUMBING & AIR
CONDITIONING, LLC, a Nevada limited –
liability company,

Plaintiff in Intervention,

v.

ASPHALT PRODUCTS CORP., a Nevada
corporation; APCO CONSTRUCTION, a
Nevada corporation; CAMCO PACIFIC
CONSTRUCTION COMPANY, INC., a
California corporation; GEMSTONE
DEVELOPMENT WEST, INC., a Nevada
corporation; FIDELITY AND DEPOSIT
COMPANY OF MARYLAND; SCOTT
FINANCIAL CORPORATION, a North

) LEASE CASE NO. A571228
) DEPT. NO.” XIII

) Consolidated with:

) A571792
) A574391
) A577623
) A583289
) A584730
) A587168

) **STIPULATION AND ORDER TO DISMISS
THIRD PARTY COMPLAINT OF
INTERSTATE PLUMBING & AIR
CONDITIONING, LLC AGAINST APCO
CONSTRUCTION, INC. WITH
PREJUDICE**

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DISTRICT COURT DEPT. XIII

1 Dakota corporation; DOES I through X;)
2 ROE CORPORATIONS I through X; BOE)
3 BONDING COMPANIES I through X;)
4 LOE LENDERS I through X, inclusive,)
5 Defendants.)

6 Third party Plaintiff, William A. Leonard, Jr., trustee of the Interstate Plumbing & Air
7 Conditioning, LLC ("IPAC") ("Plaintiff" or "Trustee"), by and through his counsel of record,
8 Elizabeth E. Stephens, Esq., of the law office of Sullivan Hill Lewin Rez & Engel, APLC
9 ("Sullivan Hill") and APCO Construction, Inc. ("APCO") by and through its attorneys John
10 Randall Jefferies, Esq. and Mary E. Bacon, Esq. of the law office of Spencer Fane, LLP hereby
11 represent and stipulate as follows: APCO and the Trustee hereby stipulate and agree to dismiss
12 IPAC's complaint in its entirety *with prejudice*. Each party will bear its own attorneys' fees and
13 costs.

14 IT IS SO STIPULATED.

15 Dated: January 29, 2018

SULLIVAN HILL LEWIN REZ & ENGEL
A Professional Law Corporation

17 By:


Elizabeth E. Stephens
Attorneys for William A. Leonard, Jr.,
Chapter 7 Trustee

19 Dated: January 29, 2018

SPENCER FANE, LLP

22 By:


Mary E. Bacon
Attorneys for APCO Construction

25 IT IS SO ORDERED.

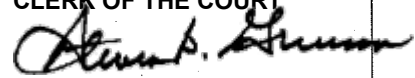
27 Date:




DISTRICT JUDGE

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EXHIBIT E



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John Randall Jefferies, Esq. (Bar No. 3512)
Mary E. Bacon, Esq. (Bar No. 12686)
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-and-

MARQUIS AURBACH COFFING

Cody S. Mounteer, Esq. (Bar No. 11220)
10001 Park Run Drive
Las Vegas, NV 89145
Telephone: 702.207.6089
Email: cmounteer@maclaw.com
Attorneys for Apco Construction, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

v.

GEMSTONE DEVELOPMENT WEST, INC., A
Nevada corporation,

Defendant.

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

AND ALL RELATED MATTERS

STIPULATION AND ORDER FOR DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff APCO Construction ("Plaintiff"), through the law firm of Marquis Aurbach Coffing, and Defendants Steel Structures, Inc., Nevada Prefab Engineers, Inc. and Gerdau Reinforcing Steel (collectively "Defendants"), through the law firm of Jolley Urga Woodbury Holthus & Rose, as follows:

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DISTRICT COURT DEPT#13

1 1. That Defendants Steel Structures, Inc., Nevada Prefab Engineers, Inc. and Gerdau
2 Reinforcing Steel's Complaints, and any related claims in the above entitled action, shall be
3 dismissed in their entirety with prejudice as to the Defendants named herein, with each party to
4 bear their own attorney fees and costs.

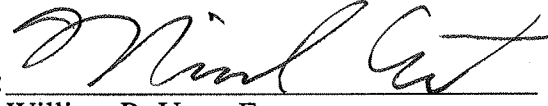
5 Dated this 27 day of ~~April~~^{May}, 2018.

6 MARQUIS AURBACH COFFING

7
8 By: 
9 Jack Chen Min Juan, Esq.
10 Nevada Bar No. 6367
11 Cody S. Mounteer, Esq.
12 Nevada Bar No. 11220
13 10001 Park Run Drive
14 Las Vegas, NV 89145
15 *Attorneys for Plaintiff*
16 *APCO Construction*

Dated this 5th day of April, 2018.

JOLLEY URG A WOODBURY HOLTHUS
& ROSE

By: 
William R. Urga, Esq.
Nevada Bar No. 1195
Michael R. Ernst, Esq.
Nevada Bar No. 11957
330 S. Rampart Boulevard, Suite 380
Las Vegas, NV 89145
Attorney for Defendants
Steel Structures, Inc., Nevada Prefab
Engineers, Inc. and Gerdau Reinforcing
Steel

ORDER

15 IT IS SO ORDERED that Defendants Steel Structures, Inc., Nevada Prefab Engineers, Inc.
16 and Gerdau Reinforcing Steel's Complaints and any related claims as to the Defendants named
17 herein in the above-entitled matter (Case No. 08A571228) shall be dismissed in their entirety with
18 prejudice with each party to bear their own attorney fees and costs.

19 DATED this 23rd day of May, 2018.


DISTRICT COURT JUDGE 

22 Submitted By:

23 MARQUIS AURBACH COFFING


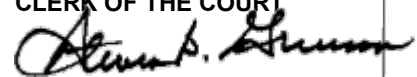
24 By: 
25 Jack Chen Min Juan, Esq.
26 Nevada Bar No. 6367
27 Cody S. Mounteer, Esq.
28 Nevada Bar No. 11220
10001 Park Run Drive
Las Vegas, NV 89145
Attorneys for Plaintiff
APCO Construction

EXHIBIT F



1 **NJUD**
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12 MBacon@spencerfane.com
13 *Attorneys for APCO Construction, Inc.*

8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

10 APCO CONSTRUCTION, a Nevada
11 corporation,

12 Plaintiff,

13 v.

14 GEMSTONE DEVELOPMENT WEST, INC., A
15 Nevada corporation,

16 Defendant.

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*

17 **NOTICE OF ENTRY OF JUDGMENT**

18 **[AS TO THE CLAIMS OF HELIX**
19 **ELECTRIC OF NEVADA, LLC AND**
20 **PLAINTIFF IN INTERVENTION**
21 **NATIONAL WOOD PRODUCTS, INC.'S**
22 **AGAINST APCO CONSTRUCTION, INC.]**

23 AND ALL RELATED MATTERS

24 PLEASE TAKE NOTICE that a JUDGMENT [AS TO THE CLAIMS OF HELIX
25 ELECTRIC OF NEVADA, LLC AND PLAINTIFF IN INTERVENTION NATIONAL WOOD
26 PRODUCTS, INC.'S AGAINST APCO CONSTRUCTION, INC.] was filed on May 31, 2018, a

27 ///

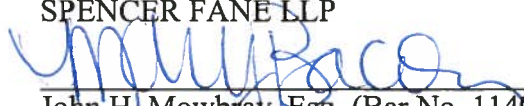
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1 copy of which is attached as **Exhibit A**.

2
3 Dated this 1st day of June, 2018.

4 SPENCER FANE LLP

5 
6 John H. Mowbray, Esq. (Bar No. 1140)
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Spencer Fane LLP and that a copy of the foregoing **NOTICE OF ENTRY OF JUDGMENT [AS TO THE CLAIMS OF HELIX ELECTRIC OF NEVADA, LLC AND PLAINTIFF IN INTERVENTION NATIONAL WOOD PRODUCTS, INC.'S AGAINST APCO CONSTRUCTION, INC.]** 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 1st day of June, 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)

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"Martin A. Little, Esq." . (mal@juww.com)
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Christine Spencer . (cspencer@dickinsonwright.com)
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14 
15 an employee of Spencer Fane LLP

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EXHIBIT A



1 **JUDG**
2 **SPENCER FANE LLP**
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13 Attorneys for Apco Construction, Inc.

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 **APCO CONSTRUCTION, a Nevada**
11 **corporation,**

12 **Plaintiff,**

13 **v.**

14 **GEMSTONE DEVELOPMENT WEST, INC., A**
15 **Nevada corporation,**

16 **Defendant.**

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

JUDGMENT

[AS TO THE CLAIMS OF HELIX
ELECTRIC OF NEVADA, LLC AND
PLAINTIFF IN INTERVENTION
NATIONAL WOOD PRODUCTS, INC.'S
AGAINST APCO CONSTRUCTION, INC.]

20 **AND ALL RELATED MATTERS**

21
22 This matter having come on for a non-jury trial on the merits on January 17-19, 23,
23 24 and February 6, 2018, APCO Construction, Inc. ("APCO"), appearing through Spencer
24 Fane, LLP and Marquis & Aurbach; Camco Construction, Inc., ("Camco") through Grant
25 Morris Dodds; National Wood Products, Inc. ("National Wood" or "CabineTec") through
26 Cadden & Fuller LLP and Richard L. Tobler, Ltd.; United Subcontractors, Inc. through
27 Fabian Vancott; and Helix Electric of Nevada, LLC ("Helix"), SWPP Compliance
28 Solution, Cactus Rose Construction, Inc., Fast Glass, Inc., Heinaman Contract Glazing all

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DISTRICT COURT DEPT# 13

1 through Peel Brimley; and, the Court having heard the testimony of witnesses through
2 examination and cross-examination by the parties' counsel, having reviewed the evidence
3 provided by the parties, having heard the arguments of counsel, and having read and
4 considered the briefs of counsel, the parties' pleadings, and various other filings, and good
5 cause appearing; the Court hereby makes the following:

6 The Court having taken the matter under consideration and advisement;

7 The Court having entered its April 25, 2018 Findings of Fact and Conclusions of
8 Law as to the Claims of Helix Electric and CabineTec against APCO, incorporated
9 herein by this reference ("the APCO FFCL");

10 The Court enters the following Judgment as to the claims of Helix and National
11 Wood against APCO;

12 IT IS ORDERED, ADJUDGED, AND DECREED that, as set forth on the APCO
13 FFCL, judgment is to be entered in favor of APCO and against Helix and National Wood
14 on all of Helix's and National Wood's claims against APCO and that (i) Helix's April 14,
15 2009 Statement of Facts Constituting Notice of Lien and Third-Party Complaint, (ii)
16 Helix's June 24, 2009 Amended Statement of Facts Constituting Notice of Lien and Third-Party
17 Complaint and (iii) CabineTec's February 6, 2009 Statement of Facts Constituting Lien
18 Claim and Complaint in Intervention shall be dismissed with prejudice, but only to the
19 extent they state claims against APCO.

20 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court may
21 issue an amended judgment after the Court has heard and decided APCO's Motion for
22 Attorney's Fees and Costs Against Helix and National Wood and any related motion to

23 ///

26 ///

28 ///


1 determine APCO's costs, currently pending before the Court.¹

2
3 Dated this 29th day of May, 2018.

4 
5 DISTRICT COURT JUDGE

6
7 Respectfully submitted by:

8 SPENCER FANE LLP

9 
10 John H. Mowbray, Esq. (Bar No. 1140)
11 John Randall Jefferies, Esq. (Bar No. 3512)
12 Mary E. Bacon, Esq. (Bar No. 12686)
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Attorneys for Apco Construction, Inc.

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28 ¹ The amended judgment will be in accordance with the court's decisions on the pending motion for attorney's fees and any motion/pleadings for costs.

EXHIBIT G

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E. J. [Signature]
CLERK OF THE COURT

1 COMP

JUSTIN L. WATKINS

2 Nevada Bar No. 009217

WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.

3 3993 Howard Hughes Parkway, Suite 400

Las Vegas, NV 89169

4 Telephone: 702-789-3100

Facsimile: 702-822-2650

5 Attorneys for Intervenor/Lien Claimant

6
7
8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 APCO CONSTRUCTION, a Nevada
11 corporation,

12 Plaintiff,

13 vs.

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

19 Defendants.

CASE NO.: A571228

DEPT. NO.: XVI

**CABINETEC, INC.'S STATEMENT OF
FACTS CONSTITUTING LIEN CLAIM
AND COMPLAINT IN INTERVENTION**

**(Exempt from Arbitration Pursuant to
NAR 3(A) - Mechanic's Lien Foreclosure)**

20 CABINETEC, INC., a Nevada corporation,

21 Intervenor/Lien Claimant,

22 vs.

23 CAMCO PACIFIC CONSTRUCTION
24 COMPANY, INC., a California corporation;
APCO CONSTRUCTION, a Nevada
25 corporation; GEMSTONE DEVELOPMENT
WEST, INC., a Nevada corporation and;
26 DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

27 Defendants in Intervention.
28

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CLERK OF THE COURT

1 COMES NOW, CABINETEC, INC., a Nevada corporation, by and through its counsel,
2 JUSTIN L. WATKINS, ESQ. of the law firm WATT, TIEDER, HOFFAR & FITZGERALD,
3 L.L.P., and for its Statement of Facts Constituting Lien and Complaint in Intervention, complains
4 and alleges as follows:

5 **GENERAL ALLEGATIONS**

6 1. CABINETEC, INC. ("CABINETEC") is a Nevada corporation duly authorized
7 and qualified to do business in Clark County, Nevada. CABINETEC holds a Nevada State
8 Contractor's License No. 0027189, Classification C-3 Carpentry.

9 2. Upon information and belief, Defendant/Defendant in Intervention GEMSTONE
10 DEVELOPMENT WEST, INC. ("GEMSTONE") is a Nevada corporation, and is the owner of
11 9205 W. Russell Road, Clark County, Nevada, described as Clark County Assessor's Number
12 163-32-101-019, further described as PT NE4 NW4 SEC 32 31 60, SEC 32 TWP 21 RNG 60,
13 and more fully described in that certain Grant Bargain Sale Deed recorded on February 7, 2008 in
14 Book 20080207 as Instrument No. 01481 of the Official Records of Clark County (the
15 "Property"), and commonly known as the ManhattanWest mix-use development project (the
16 "Project").

17 3. Upon information and belief, Plaintiff/Defendant in Intervention APCO
18 Construction ("APCO") is a Nevada corporation, and at all times relevant herein was duly
19 authorized and qualified to conduct business in Clark County, Nevada.

20 4. Upon information and belief, Defendant in Intervention CAMCO PACIFIC
21 CONSTRUCTION COMPANY, INC. ("CAMCO") is a California corporation, and at all times
22 relevant herein was duly authorized and qualified to conduct business in Clark County, Nevada.

23 5. The true names and capacities, whether individual, corporate, associate, or
24 otherwise of Defendants In Intervention Does I through X, inclusive, and Roe Corporations I
25 through X, inclusive, are unknown to CABINETEC who therefore sues those Defendants by such
26 fictitious names, but are believed to be agents, contractors, servants, employees, representatives,
27 affiliates, bond companies, successors or assigns of the other Defendants in Intervention named in
28

1 this Complaint in Intervention. Defendants in Intervention Does I through X, inclusive, Roe
2 Corporations I through X, inclusive, Plaintiff/Defendant in Intervention APCO,
3 Defendant/Defendant in Intervention GEMSTONE, Defendant in Intervention CAMCO will be
4 collectively referred to herein as "All Defendants in Intervention".

5 6. CABINETEC is informed and believes, and thereupon alleges that each of the
6 Defendants in Intervention Does I through X, inclusive, and Roe Corporations I through X,
7 inclusive is a party claiming an interest in the Property and/or is liability for CABINETEC's
8 accounts stated. CABINETEC asks leave of this Court to amend this Complaint in Intervention
9 and insert the true names and capacities of said Does I through X and Roe Corporations I through
10 X, inclusive, when the same have been ascertained by CABINETEC, together with the
11 appropriate charging allegations, and to join these Defendants in this action.

12 7. Upon information and belief, APCO and GEMSTONE entered into the
13 ManhattanWest General Construction Agreement for GMP, dated September 6, 2007 (the "Prime
14 Contract").

15 8. Pursuant to the Prime Contract, APCO was to act as the general contractor the
16 construction of the Project.

17 9. On or about April 28, 2008, APCO and CABINETEC entered into a Subcontract
18 Agreement, whereby CABINETEC would supply and install kitchen and bath cabinets for
19 buildings 8 & 9 of the Project (the "APCO Subcontract").

20 10. On or about August 26, 2008, pursuant to Gemstone's request CABINETEC
21 entered into a Ratification and Amendment of Subcontract Agreement (the "Ratification") with
22 CAMCO, whereby CAMCO agreed to the terms of the APCO Subcontract and to replace APCO
23 as the "Contractor" under the APCO Contract.

24 11. CABINETEC performed its work on the Project pursuant to the APCO
25 Subcontract.

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1 accruing thereon, for which judgment should now be entered against CAMCO in favor of
2 CABINETEC.

3 20. CABINETEC has been required to engage the services of an attorney to prosecute
4 this matter and is entitled to payment of attorneys' fees and costs.

5 **SECOND CAUSE OF ACTION**

6 **(Breach of the Implied Covenant of Good Faith and Fair Dealing against**

7 **All Defendants in Intervention, DOES and ROES)**

8 21. CABINETEC repeats and realleges each and every allegation contained in
9 paragraphs 1 through 20 of this Complaint in Intervention as though fully set forth herein.

10 22. The Subcontract between APCO and CABINETEC contained an implied covenant
11 of good faith and fair dealing.

12 23. The agreement between GEMSTONE and CABINETEC contained an implied
13 covenant of good faith and fair dealing.

14 24. The Ratification between CAMCO and CABINETEC contained an implied
15 covenant of good faith and fair dealing.

16 25. APCO, GEMSTONE and CAMCO breached the covenant of good faith and fair
17 dealing by refusing to pay money owed to CABINETEC for the Work. As a result of the breach,
18 CABINETEC has sustained damages in an amount in excess of \$10,000.00.

19 26. CABINETEC has been required to engage the services of an attorney to prosecute
20 this matter and is entitled to payment of attorneys' fees and costs.

21 **THIRD CAUSE OF ACTION**

22 **(Unjust Enrichment against All Defendants in Intervention, DOES and ROES)**

23 27. CABINETEC repeats and realleges each and every allegation contained in
24 paragraphs 1 through 26 of this Complaint in Intervention as though fully set forth herein.

25 28. As a result of the Work as set forth above, APCO, CAMCO and GEMSTONE
26 have been unjustly enriched all to the detriment of CABINETEC, and this Court should grant
27 judgment to CABINETEC against APCO, CAMCO and GEMSTONE, jointly and severally, in
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1 an amount in excess of \$10,000.00, together with interest accruing thereon, costs and attorney's
2 fees incurred herein.

3 **FOURTH CAUSE OF ACTION**

4 **(Violation of NRS 624 against All Defendants in Intervention, DOES and ROES)**

5 29. CABINETEC repeats and realleges each and every allegation contained in
6 paragraphs 1 through 28 of this Complaint in Intervention as though fully set forth herein.

7 30. Upon information and belief, APCO, CAMCO and GEMSTONE violated NRS
8 624.609 by improperly withholding payments due to CABINETEC.

9 31. CABINETEC is entitled to the remedies set forth in NRS 624.610.

10 32. CABINETEC is entitled to pre-judgment and post-judgment interest on all
11 amounts found due and owing.

12 33. CABINETEC has been required to engage the services of an attorney to prosecute
13 this matter and is entitled to payment of attorneys' fees and costs.

14 **FIFTH CAUSE OF ACTION**

15 **(Monies Due and Owing against All Defendants in Intervention, DOES and ROES)**

16 34. CABINETEC repeats and realleges each and every allegation contained in
17 paragraphs 1 through 33 of this Complaint in Intervention as though fully set forth herein.

18 35. APCO and/or GEMSTONE owes CABINETEC the sum of \$19,547.00, together
19 with interest accruing thereon, for portions of the Work, and although demand has been made
20 upon APCO and GEMSTONE for payment of said sum, APCO and GEMSTONE have failed,
21 neglected and refused and continue to fail, neglect and refuse to pay the same.

22 36. CAMCO and/or GEMSTONE owes CABINETEC the sum of \$730,555.00,
23 together with interest accruing thereon, for portions of the Work, and although demand has been
24 made upon CAMCO and GEMSTONE for payment of said sum, CAMCO and GEMSTONE
25 have failed, neglected and refused and continue to fail, neglect and refuse to pay the same.

26 37. CABINETEC is entitled to judgment against APCO and/or GEMSTONE in the
27 amount of \$19,547.00, together with interest thereon at the highest legal rate until paid in full.
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1 38. CABINETEC is entitled to judgment against CAMCO and/or GEMSTONE in the
2 amount of \$730,555.00, together with interest thereon at the highest legal rate until paid in full.

3 39. CABINETEC has been required to engage the services of an attorney to prosecute
4 this matter and is entitled to payment of attorneys' fees and costs.

5 **SIXTH CAUSE OF ACTION**

6 **(Quantum Meruit against All Defendants in Intervention, DOES and ROES)**

7 40. CABINETEC repeats and realleges each and every allegation contained in
8 paragraphs 1 through 39 of this Complaint in Intervention as though fully set forth herein.

9 41. CABINETEC performed the Work.

10 42. APCO, CAMCO and GEMSTONE had knowledge that CABINETEC was
11 performing the Work.

12 43. APCO, CAMCO and GEMSTONE accepted the benefits of the Work, materials
13 and improvements, and expressly and impliedly promised to pay CABINETEC a reasonable
14 compensation therefore.

15 44. The Work has a reasonable value of \$750,102.00, but CABINETEC has not been
16 paid this amount. As a result, CABINETEC has sustained damages in the amount of
17 \$750,102.00.

18 45. CABINETEC has been required to engage the services of an attorney to prosecute
19 this matter and is entitled to payment of attorneys' fees and costs.

20 **SEVENTH CAUSE OF ACTION**

21 **(Account Stated against All Defendants in Intervention, DOES and ROES)**

22 46. CABINETEC repeats and realleges each and every allegation contained in
23 paragraphs 1 through 45 of this Complaint in Intervention as though fully set forth herein.

24 47. There was, and has been, an account stated by APCO setting forth the sums due
25 and owing to CABINETEC, which account as stated by APCO is the amount of \$19,547.00.

26 48. There was, and has been, an account stated by CAMCO setting forth the sums due
27 and owing to CABINETEC, which account as stated by CAMCO is the amount of \$730,555.00.
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1 49. Despite CABINETEC's demands for payment, and APCO's and CAMCO's
2 failure to dispute the amounts owing, APCO and CAMCO have refused to pay the account as
3 required under the Subcontract and the Ratification, respectively.

4 50. As a result of the foregoing, and in accordance with the principles of equity and
5 common law, CABINETEC is entitled to judgment in its favor, and against APCO in the amount
6 of \$19,547.00, together with interest thereon at the highest legal rate.

7 51. As a result of the foregoing, and in accordance with the principles of equity and
8 common law, CABINETEC is entitled to judgment in its favor, and against CAMCO in the
9 amount of \$730,555.00, together with interest thereon at the highest legal rate.

10 52. CABINETEC has been required to engage the services of an attorney to prosecute
11 this matter and is entitled to payment of attorneys' fees and costs.

12 **EIGHTH CAUSE OF ACTION**

13 **(Lien Foreclosure against GEMSTONE, DOES and ROES)**

14 53. CABINETEC repeats and realleges each and every allegation contained in
15 paragraphs 1 through 52 of this Complaint in Intervention as though fully set forth herein.

16 54. CABINETEC is a licensed contractor in the State of Nevada. CABINETEC
17 performed the Work at the request and special instance of APCO, CAMCO and GEMSTONE.

18 55. CABINETEC demanded payment of all sums due and owing for the Work.
19 However, CABINETEC has not received payment for its work and materials and as a result, the
20 amount of \$750,102.00 remains past due and owing.

21 56. On January 12, 2009, CABINETEC sent APCO, CAMCO and GEMSTONE a
22 Notice of Intent to Lien and demanded payment.

23 57. Having received no response to the Notice of Intent to Lien, on February 2, 2009,
24 CABINETEC recorded a Mechanics Lien in Book Number 20090202 as Instrument Number
25 0001657.

26 58. CABINETEC served the Lien via certified mail.

27 59. CABINETEC is entitled to recover in this action the costs and fees incurred in
28

1 preparing, recording, and serving its Notice of Intent to Lien and its Lien.

2 60. CABINETEC's Lien is charged against the Property and has been properly
3 perfected pursuant to NRS 108, et seq. CABINETEC is therefore entitled to an Order from this
4 Court directing that the Property be sold and foreclosed upon and that from the proceeds of the
5 sale, CABINETEC be paid the principal sum of \$750,102.00, together with interest accrued
6 thereon, plus reimbursement of the costs of suit and attorneys fees that CABINETEC has incurred
7 and continues to incur in connection with this action.

8 **NINTH CAUSE OF ACTION**

9 **(Negligent Misrepresentation against GEMSTONE, DOES and ROES)**

10 61. CABINETEC repeats and realleges each and every allegation contained in
11 paragraphs 1 through 60 of this Complaint in Intervention as though fully set forth herein.

12 62. GEMSTONE, in the course of an action in which it had a pecuniary interest, failed
13 to exercise reasonable care or competence in obtaining or communicating information to
14 CABINETEC.

15 63. CABINETEC justifiably relied on this information.

16 64. CABINETEC suffered damages as a result of GEMSTONE's misrepresentation.

17 65. CABINETEC has been required to engage the services of an attorney to prosecute
18 this matter and is entitled to payment of attorneys' fees and costs.

19 WHEREFORE, CABINETEC prays as follows:

20 1. That this Court enter a Judgment in favor of CABINETEC and against Defendants,
21 jointly and severally, in the amount of \$750,102.00, plus interest thereon at the highest legal rate
22 from the date the amount became due until paid;

23 2. That this Court enter judgment against the Defendants, jointly and severally, for a
24 reasonably sum as and for the costs of preparing, verifying, serving, and filing of CABINETEC's
25 Lien;

26 3. That the Lien be enforced according to law;

27 4. That the Court direct a foreclosure sale of the Property;
28

1 5. That the Property be sold and the proceeds be applied to the payment of sums
2 found due to CABINETEC;


3 6. That the Court enter such deficiency judgment against the Defendants, jointly and
4 severally, as may be proper in the premises;

5 7. That the Court enter judgment in favor of CABINETEC and against Defendants,
6 jointly and severally, for reasonable attorney's fees and costs of suit incurred herein; and

7 8. For such other and further relief as this Court deems just and proper.

8
9 Dated: February 6, 2009

WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.

10
11 
12 JUSTIN L. WATKINS
13 Nevada Bar No. 009217
14 3993 Howard Hughes Parkway, Suite 400
15 Las Vegas, Nevada 89169

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17 Attorneys for Intervenor/Lien Claimant
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E. J. Smith
CLERK OF THE COURT

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13 wbg@h2law.com
14 Attorneys for APCO Construction

**DISTRICT COURT
CLARK COUNTY, NEVADA**

12 APCO CONSTRUCTION, a Nevada
13 corporation,

14 Plaintiff,

15 vs.

16 GEMSTONE DEVELOPMENT WEST, INC.,
17 a Nevada corporation; NEVADA
18 CONSTRUCTION SERVICES, a Nevada
19 corporation; SCOTT FINANCIAL
20 CORPORATION, a North Dakota
21 corporation; COMMONWEALTH LAND
22 TITLE INSURANCE COMPANY; FIRST
23 AMERICAN TITLE INSURANCE
24 COMPANY; and DOES I through X,
25

Defendants.

CASE NO.: A571228
DEPT. NO.: XII

**APCO CONSTRUCTION'S ANSWER TO
CABINETEC, INC'S STATEMENT OF
FACTS CONSTITUTING LIEN CLAIM
AND COMPLAINT IN INTERVENTION**

24 AND ALL RELATED CASES AND
25 MATTERS.

26 APCO CONSTRUCTION ("APCO"), by and through its attorneys, Gwen Rutar
27 Mullins, Esq. and Wade B. Gochnour of the law firm of Howard and Howard Attorneys PLLC,
28 hereby files this Answer to Cabinetec Inc's Statement of Facts Constituting Lien Claim and

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MAR 16 2009

CLERK OF THE COURT

Howard & Howard Attorneys PLLC
3800 Howard Hughes Pkwy., Suite 1400
Las Vegas, NV 89169
(702) 257-1483

1 Complaint in Intervention (hereinafter "Complaint in Intervention") and hereby responds and
2 alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. Answering Paragraphs 1, 2, 3, 7, 8, and 10 of the Complaint in Intervention,
5 APCO, upon information and belief, admits the allegations contained therein.

6 2. Answering Paragraphs 4, 5, 6, and 11 of the Complaint in Intervention, APCO
7 does not have sufficient knowledge or information upon which to base a belief as to the truth of
8 the allegations contained therein, and upon said grounds, denies each and every allegation
9 contained therein.

10 3. Answering Paragraph 9 of the Complaint in Intervention, APCO admits that
11 APCO and Cabinetec, Inc. ("Cabinetec") entered into a subcontract where Cabinetec would
12 supply and install kitchen and bath cabinets for buildings 8 and 9 of the Gemstone Manhattan
13 West Project ("Project"). APCO denies all remaining allegations of Paragraph 9 of the
14 Complaint in Intervention.

15 **FIRST CAUSE OF ACTION**

16 **(Breach of Contract against All Defendants in Intervention, DOES and ROES)**

17 4. Answering Paragraph 12 of the Complaint in Intervention, APCO repeats and
18 realleges each and every allegation contained in paragraphs 1 through 3 of this Answer to the
19 Complaint in Intervention as though fully set forth herein.

20 5. Answering Paragraph 13 of the Complaint in Intervention, APCO admits that
21 APCO and Cabinetec entered into a subcontract agreement, the terms of which speak for
22 themselves. APCO denies the remaining allegations of Paragraph 13 of the Complaint in
23 Intervention.

24 6. Answering Paragraph 14 of the Complaint in Intervention, upon information and
25 belief, APCO admits the allegations set forth therein.

26 7. Answering Paragraphs 15, 18, 19, and 20 of the Complaint in Intervention,
27 APCO does not have sufficient knowledge or information upon which to base a belief as to the
28

1 truth of the allegations contained therein, and upon said grounds, denies each and every
2 allegation contained therein.

3 8. Answering Paragraph 16 of the Complaint in Intervention, APCO denies all the
4 allegations as they pertain or as they are alleged against APCO. As to the remaining
5 allegations of Paragraph 16 of the Complaint in Intervention, APCO does not have sufficient
6 knowledge or information upon which to base a belief as to the truth of the allegations
7 contained therein, and upon said grounds, denies each and every allegation contained therein.

8 9. Answering Paragraph 17 of the Complaint in Intervention, APCO denies each
9 and every allegation contained therein.

10 **SECOND CAUSE OF ACTION**

11 **(Breach of the Implied Covenant of Good Faith and Fair Dealing against**
12 **All Defendants in Intervention, DOES and ROES)**

13 10. Answering Paragraph 21 of the Complaint in Intervention, APCO repeats and
14 realleges each and every allegation contained in paragraphs 1 through 9 of this Answer to the
15 Complaint in Intervention as though fully set forth herein.

16 11. Answering Paragraphs 22, 23 and 24 of the Complaint in Intervention, APCO
17 admits that an implied covenant of good faith and fair dealing exists in each contract. With
18 respect to any remaining allegations, APCO does not have sufficient knowledge or information
19 upon which to base a belief as to the truth of the allegations contained therein, and upon said
20 grounds, denies each and every allegation contained therein.

21 12. Answering Paragraphs 25 and 26 of the Complaint in Intervention, APCO
22 denies all the allegations as they pertain to or as they are alleged against APCO. With respect
23 to any allegations that have been asserted against Gemstone and/or CAMCO, APCO does not
24 have sufficient knowledge or information upon which to base a belief as to the truth of the
25 allegations contained therein, and upon said grounds, denies each and every allegation
26 contained therein.

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THIRD CAUSE OF ACTION

(Unjust Enrichment against All Defendants in Intervention, DOES and ROES)

13. Answering Paragraph 27 of the Complaint in Intervention, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 12 of this Answer to the Complaint in Intervention as though fully set forth herein.

14. Answering Paragraph 28 of the Complaint in Intervention, APCO denies all the allegations as they pertain to or as they are alleged against APCO. With respect to any allegations that have been asserted against Gemstone and CAMCO, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein

FOURTH CAUSE OF ACTION

(Violation of NRS 624 against All Defendants in Intervention, DOES and ROES)

15. Answering Paragraph 29 of the Complaint in Intervention, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 14 of this Answer to the Complaint in Intervention as though fully set forth herein.

16. Answering Paragraphs 30, 31, 32 and 33 of the Complaint in Intervention, APCO denies all the allegations as they pertain to or as they are alleged against APCO. With respect to any allegations that have been asserted against Gemstone and CAMCO, APCO does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein, and upon said grounds, denies each and every allegation contained therein

FIFTH CAUSE OF ACTION

(Monies Due and Owing against All Defendants in Intervention, DOES and ROES)

17. Answering Paragraph 34 of the Complaint in Intervention, APCO repeats and realleges each and every allegation contained in paragraphs 1 through 16 of this Answer to the Complaint in Intervention as though fully set forth herein.

1 18. Answering Paragraphs 35 and 37 of the Complaint in Intervention, APCO
2 denies all the allegations as they pertain to or as they are alleged against APCO. With respect
3 to any allegations that have been asserted against Gemstone, APCO does not have sufficient
4 knowledge or information upon which to base a belief as to the truth of the allegations
5 contained therein, and upon said grounds, denies each and every allegation contained therein.

6 19. Answering Paragraphs 36 and 38 of the Complaint in Intervention, APCO does
7 not have sufficient knowledge or information upon which to base a belief as to the truth of the
8 allegations contained therein, and upon said grounds, denies each and every allegation
9 contained therein.

10 20. Answering Paragraph 39 of the Complaint in Intervention, APCO denies each
11 and every allegation contained therein.

12 **SIXTH CAUSE OF ACTION**

13 **(Quantum Meriut against All Defendants in Intervention, DOES and ROES)**

14 21. Answering Paragraph 40 of the Complaint in Intervention, APCO repeats and
15 realleges each and every allegation contained in paragraphs 1 through 20 of this Answer to the
16 Complaint in Intervention as though fully set forth herein.

17 22. Answering Paragraphs 41 and 42 of the Complaint in Intervention, APCO, upon
18 information and belief, admits the allegations set forth therein.

19 23. Answering Paragraph 43 of the Complaint in Intervention, APCO denies all the
20 allegations as they pertain to or as they are alleged against APCO. With respect to any
21 allegations that have been asserted against Gemstone and CAMCO, APCO does not have
22 sufficient knowledge or information upon which to base a belief as to the truth of the
23 allegations contained therein, and upon said grounds, denies each and every allegation
24 contained therein.

25 24. Answering Paragraph 44 of the Complaint in Intervention, APCO does not have
26 sufficient knowledge or information upon which to base a belief as to the truth of the
27 allegations contained therein, and upon said grounds, denies each and every allegation
28 contained therein.

1 25. Answering Paragraph 45 of the Complaint in Intervention, APCO denies each
2 and every allegation contained therein.

3 **SEVENTH CAUSE OF ACTION**

4 **(Account Stated against All Defendants in Intervention, DOES and ROES)**

5 26. Answering Paragraph 46 of the Complaint in Intervention, APCO repeats and
6 realleges each and every allegation contained in paragraphs 1 through 25 of this Answer to the
7 Complaint in Intervention as though fully set forth herein.

8 27. Answering Paragraphs 47 and 52 of the Complaint in Intervention, APCO
9 denies each and every allegation contained therein.

10 28. Answering Paragraphs 48 of the Complaint in Intervention, APCO does not
11 have sufficient knowledge or information upon which to base a belief as to the truth of the
12 allegations contained therein, and upon said grounds, denies each and every allegation
13 contained therein.

14 29. Answering Paragraphs 49, 50 and 51 of the Complaint in Intervention, APCO
15 denies all the allegations as they pertain to or as they are alleged against APCO. With respect
16 to any allegations that have been asserted against Gemstone and CAMCO, APCO does not
17 have sufficient knowledge or information upon which to base a belief as to the truth of the
18 allegations contained therein, and upon said grounds, denies each and every allegation
19 contained therein.

20 **EIGHTH CAUSE OF ACTION**

21 **(Lien Foreclosure against GEMSTONE, DOES and ROES)**

22 30. Answering Paragraph 53 of the Complaint in Intervention, APCO repeats and
23 realleges each and every allegation contained in paragraphs 1 through 29 of this Answer to the
24 Complaint in Intervention as though fully set forth herein.

25 31. Answering Paragraphs 54 of the Complaint in Intervention, upon information
26 and belief, APCO admits the allegations contained therein.

27 32. Answering Paragraphs 55, 56, 57, 58, 59 and 60 of the Complaint in
28 Intervention, APCO denies all the allegations as they pertain to or as they are alleged against

1 APCO. With respect to any allegations that have been asserted against Gemstone, APCO does
2 not have sufficient knowledge or information upon which to base a belief as to the truth of the
3 allegations contained therein, and upon said grounds, denies each and every allegation
4 contained therein.

5 **NINTH CAUSE OF ACTION**

6 **(Negligent Misrepresentation against GEMSTONE, DOES and ROES)**

7 33. Answering Paragraph 61 of the Complaint in Intervention, APCO repeats and
8 realleges each and every allegation contained in paragraphs 1 through 32 of this Answer to the
9 Complaint in Intervention as though fully set forth herein.

10 34. Answering Paragraphs 62, 63, 64 and 65 of the Complaint in Intervention,
11 APCO does not have sufficient knowledge or information upon which to base a belief as to the
12 truth of the allegations contained therein, and upon said grounds, denies each and every
13 allegation contained therein.

14 **FIRST AFFIRMATIVE DEFENSE**

15 Cabinetec has failed to state a claim against APCO upon which relief can be granted.

16 **SECOND AFFIRMATIVE DEFENSE**

17 The claims of Cabinetec have been waived as a result of its respective acts and conduct.

18 **THIRD AFFIRMATIVE DEFENSE**

19 No monies are due Cabinetec at this time from APCO as APCO has not received
20 payment for Cabinetec' work from Gemstone, the developer of the Manhattan West Project.

21 **FOURTH AFFIRMATIVE DEFENSE**

22 Any and all damages sustained by Cabinetec are the result of negligence, breach of
23 contract and/or breach of warranty, express and/or implied, of a third-party over whom APCO
24 has no control, and for whose acts APCO is not responsible or liable to Cabinetec.

25 **FIFTH AFFIRMATIVE DEFENSE**

26 At the time and place under the circumstances alleged by the Cabinetec, Cabinetec had
27 full and complete knowledge and information with regard to the conditions and circumstances
28

1 then and there existing, and through Cabinetec' own knowledge, conduct, acts and omissions,
2 assumed the risk attendant to any condition there or then present.

3 **SIXTH AFFIRMATIVE DEFENSE**

4 Whatever damages, if any, were sustained by Cabinetec, were caused in whole or in
5 part or were contributed to by reason of Cabinetec' own actions.

6 **SEVENTH AFFIRMATIVE DEFENSE**

7 The liability, if any, of APCO must be reduced by the percentage of fault of others,
8 including the Cabinetec.

9 **EIGHTH AFFIRMATIVE DEFENSE**

10 The damages alleged by Cabinetec were caused by and arose out of the risk which
11 Cabinetec had knowledge and which Cabinetec assumed.

12 **NINTH AFFIRMATIVE DEFENSE**

13 The alleged damages complained of by Cabinetec were caused in whole or in part by a
14 new, independent and intervening cause over which APCO had no control. Said independent,
15 intervening cause was the result of any alleged damages resulting to Cabinetec.

16 **TENTH AFFIRMATIVE DEFENSE**

17 APCO's obligations to Cabinetec have been satisfied or excused.

18 **ELEVENTH AFFIRMATIVE DEFENSE**

19 Any obligations or responsibilities of APCO under the Subcontract with Cabinetec, if
20 any, have been replaced, terminated, voided, cancelled or otherwise released by the Ratification
21 entered into between Cabinetec, Gemstone and CAMCO and APCO no longer bears any
22 liability thereunder.

23 **TWELFTH AFFIRMATIVE DEFENSE**

24 The claim for breach of contract is barred as a result of Cabinetec' failure to satisfy
25 conditions precedent.

26 **THIRTEENTH AFFIRMATIVE DEFENSE**

27 The claims, and each of them, are premature.

28 ///

FOURTEENTH AFFIRMATIVE DEFENSE

Cabinetec should indemnify APCO for any and all losses, damages or expenses APCO sustains as a result of any claims by Gemstone for damages that Gemstone allegedly sustained due to Cabinetec's improper workmanship on the Manhattan West Project, including, but not limited, to any damage amount and the attorney's fees and costs incurred by APCO relative thereto.

FIFTEENTH AFFIRMATIVE DEFENSE

APCO is entitled to an offset or a setoff of any damages that APCO sustains as a result of Cabinetec's failure to complete the work in a workmanlike manner and/or breach of contract.

SIXTEENTH AFFIRMATIVE DEFENSE

Cabinetec's claims are barred under the doctrine of accord and satisfaction.

SEVENTEENTH AFFIRMATIVE DEFENSE

Cabinetec, by signing the Ratification, agreed to look to Gemstone and/or CAMCO for any payment obligations that would have otherwise been due under the subcontract with APCO.

EIGHTEENTH AFFIRMATIVE DEFENSE

APCO has been forced to retain the services of an attorney to defend this action and therefore, is entitled to reasonable attorneys' fees and costs.

NINETEENTH AFFIRMATIVE DEFENSE

Cabinetec has failed to comply with the requirements of NRS 624.

TWENTIETH AFFIRMATIVE DEFENSE

Cabinetec has failed to promptly assert its claims against APCO and APCO reserves the right to request the Court to strike any improper pleadings filed against APCO.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Cabinetec may have failed to comply with all requirements of NRS 108 to perfect its lien.

///

1 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

2 Any obligations or responsibilities of APCO under the subcontract with Cabinetec, if
3 any, have been replaced, terminated, voided, cancelled or otherwise released by the Ratification
4 entered into between and/or among Cabinetec, Gemstone and CAMCO and APCO no longer
5 bears any liability thereunder.

6 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

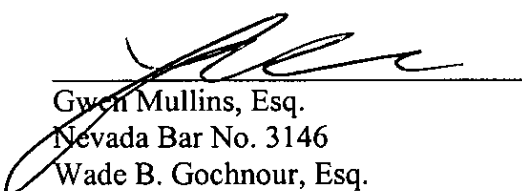
7 Pursuant to NRCP Rule 8 and 11, as amended, all possible affirmative defenses may not
8 have been alleged herein insofar as sufficient facts were not available after reasonable inquiry
9 upon the filing of this Answer to the Complaint in Intervention, and therefore, APCO reserves
10 the right to amend their Answer to allege additional affirmative defenses if subsequent
11 investigation so warrants.

12 WHEREFORE, APCO prays for judgment as follows:

- 13 1. That Cabinetec take nothing by way of their Complaint in Intervention on file
14 herein and that the same be dismissed with prejudice against APCO;
15 2. For an award of attorneys' fees and costs incurred herein by APCO; and
16 3. For such other and further relief as this Court may deem just and proper.

17 **DATED** this 16th day of March, 2009.

18 **HOWARD & HOWARD ATTORNEYS PLLC**

19
20 
21 Gwen Mullins, Esq.
22 Nevada Bar No. 3146
23 Wade B. Gochnour, Esq.
24 Nevada Bar No. 6314
25 3800 Howard Hughes Parkway
26 Suite 1400
27 Las Vegas, NV 89169
28 *Attorneys for APCO Construction*

Howard & Howard Attorneys PLLC
3800 Howard Hughes Pkwy., Suite 1400
Las Vegas, NV 89169
(702) 257-1483

CERTIFICATE OF MAILING

On the 16th day of March, 2009, the undersigned served a true and correct copy of the foregoing APCO CONSTRUCTION'S ANSWER TO CABINETEC INC'S STATEMENT OF FACTS CONSTITUTING LIEN CLAIM AND COMPLAINT IN INTERVENTION, by U.S. Mail, postage prepaid, upon the following:

Gregory S. Gilbert, Esq.
Sean D. Thueson, Esq.
Holland & Hart
3800 Howard Hughes Parkway, 10th Floor
Las Vegas, Nevada 89169
Attorneys for Gemstone Development West, Inc.

Marilyn Fine, Esq.
Meier & Fine
2300 West Sahara Ave., Suite 430
Las Vegas, Nevada 89102
Attorneys for Scott Financial Corporation

Donald H. Williams, Esq.
Williams & Wiese
612 S. 10th Street
Las Vegas, Nevada 89101
Attorneys for Harsco Corporation

Jeffrey R. Albregts, Esq.
Santoro Driggs Walch Kearney Holley and Thompson
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Attorneys for Arch Aluminum And Glass Co. Esq.

Nik Skrinjaric, Esq.
2500 N. Buffalo, Suite 250
Las Vegas, Nevada 89128
Attorney for Nevada Construction Services

Martin A. Little, Esq.
Christopher D. Craft, Esq.
Jolley, Urga, Wirth, Woodbury & Standish
3800 Howard Hughes Parkway, 16th Floor
Las Vegas, NV 89169
Attorneys for Steel Structures, Inc. and Nevada Prefab Engineers, Inc.

Justin L. Watkins, Esq.
Watt, Tieder, Hoffar & Fitzgerald, L.L.P.
3993 Howard Hughes Pkwy, Ste. 400
Las Vegas, Nevada 89168
Attorneys for Cabinetec, Inc.



An employee of Howard and Howard Attorneys PLLC

Howard & Howard Attorneys PLLC
3800 Howard Hughes Pkwy., Suite 1400
Las Vegas, NV 89169
(702) 257-1483

ORIGINAL

FILED

MAY 5 4 24 PM '09

E. J. Smith
CLERK OF THE COURT

1 ANS/CTCM
2 STEVEN L. MORRIS
3 Nevada Bar No. 7454
4 **WOODBURY, MORRIS & BROWN**
5 701 N. Green Valley Parkway, Suite 110
6 Henderson, Nevada 89074
7 (702) 933-0777
8 slmorris@wmb-law.net

9 Attorneys for
10 Camco Pacific Construction Company, Inc.

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 APCO CONSTRUCTION, a Nevada
14 corporation

15 Plaintiff,

16 vs.

17 GEMSTONE DEVELOPMENT WEST,
18 INC., a Nevada corporation; NEVADA
19 CONSTRUCTION SERVICES, a Nevada
20 corporation; SCOTT FINANCIAL
21 CORPORATION, a North Dakota
22 corporation; COMMONWEALTH LAND
23 TITLE INSURANCE COMPANY; FIRST
24 AMERICAN TITLE INSURANCE
25 COMPANY; and DOES I through X,

26 Defendants.

27 CABINETEC, INC., a Nevada corporation,

28 Intervenor/Lien Claimant,

vs.

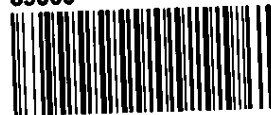
CAMCO PACIFIC CONSTRUCTION
COMPANY, INC., a California corporation;
APCO CONSTRUCTION, a Nevada
corporation; GEMSTONE DEVELOPMENT
WEST, INC., a Nevada corporation and;
DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants in Intervention.

Case No: A571228
Dept. No: X

**ANSWER TO CABINETEC, INC.'S
COMPLAINT IN INTERVENTION AND
CAMCO PACIFIC CONSTRUCTION
COMPANY INC.'S COUNTERCLAIM**

08A571228
89866



WOODBURY, MORRIS & BROWN
701 N. Green Valley Parkway, Suite 110
Henderson, Nevada 89074
(702) 933-0777 ♦ Fax (702) 933-0778

RECEIVED
MAY 05 2009
CLERK OF THE COURT

000256

17

CAMCO PACIFIC CONSTRUCTION
COMPANY, INC., a California corporation

Counterclaimant,

vs.

CABINETEC, INC., a Nevada corporation,

Counterdefendant,

Defendant in Intervention CAMCO PACIFIC CONSTRUCTION COMPANY, INC.

(hereinafter "Camco" or "Defendant"), by and through its counsel, Steven L. Morris, Esq. of the law firm of Woodbury, Morris & Brown, hereby answers the Complaint of CABINETEC, INC. (hereinafter "Cabinetec" or "Plaintiff"), on file herein, and admits, denies and alleges as follows:

1. Camco is without information or knowledge sufficient to ascertain the truth of the allegations contained in Paragraphs 5, 6, 7, 8, 9, 11, 13, 15, 17, 18, 22, 23, 35, 37, 41, 42, 44, 47, 48, 54, 55, 56, 57, 58, 60, 62, 63, 64 and 65 of Plaintiff's Complaint, and therefore denies each and every allegation contained therein.

2. Camco admits the allegations contained in Paragraphs 1, 2, 3, 4, 10, and 24 of Plaintiff's Complaint.

3. Camco denies each and every allegation contained in Paragraphs 14, 16, 19, 20, 25, 26, 28, 30, 31, 32, 33, 36, 38, 39, 43, 45, 49, 50, 51, 52, and 59 of Plaintiff's Complaint.

4. As to Paragraphs 12, 21, 27, 29, 34, 40, 46, 53, and 61 of Plaintiff's Complaint, Camco repeats and realleges its answers to paragraphs 1 through 65 as though fully set forth herein.

5. To the extent that any allegations set forth in Plaintiff's Complaint have not been answered, this answering Defendant denies each and every allegation or inference thereof not expressly set forth hereinabove.

6. It has become necessary for this answering Defendant to retain the services of WOODBURY, MORRIS, & BROWN, attorneys at law, to defend this action, and as a result,

1 this answering Defendant has been damaged by the Plaintiff, and this answering Defendant is
2 accordingly entitled to its attorney fees and costs incurred herein.

3 **AFFIRMATIVE DEFENSES**

4 1. The Complaint on file herein fails to state a claim against Camco upon which
5 relief can be granted.

6 2. That any or all negligence or fault on the part of the Plaintiff, if any, would be
7 active and primary, and any negligence or fault of Camco, if any, would be secondary and
8 passive.

9 3. Any and all damages sustained by Plaintiff are the result of its own negligence
10 and breach of contract.

11 4. Camco is not negligent with respect to the transactions which are the subject of
12 the Complaint, and is and was not in breach of contract.

13 5. At the time and place under the circumstances alleged by the Plaintiff, Plaintiff
14 had full and complete knowledge and information in regard to the conditions and circumstances
15 then and there existing, and through Plaintiff's own knowledge, conduct, acts and omissions,
16 assume the risk attendant to any condition there or then present.

17 6. The liability, if any, of Camco must be reduced by the percentage of fault of
18 others, including the Plaintiff.

19 7. The claims, and each of them, are barred by the failure of the Plaintiff to plead
20 those claims with particularity.

21 8. The claims of Plaintiff have been waived as a result of the acts and the conduct
22 of the Plaintiff.

23 9. The claim for breach of contract is barred as a result of the failure to satisfy
24 conditions precedent.

25 10. Plaintiff has failed to mitigate its damages.

26 11. It has been necessary for Camco to retain the services of the law offices of
27 Woodbury, Morris & Brown, attorneys at law, for the purpose of defending this action, and
28

1 Camco is entitled to payment of all costs, fees and expenses associated with and/or arising out
2 of the defense of this action.

3 12. Pursuant To NRCP 8, all possible affirmative defenses may not have been
4 alleged herein, inasmuch as sufficient facts were not available after reasonable investigation and
5 inquiry upon the filing of Defendant's Answer and, therefore, Defendant reserves the right to
6 amend its Answer to allege additional affirmative defenses if subsequent investigation warrants.

7 WHEREFORE, Defendant Camco prays as follows:

- 8 1. That Plaintiff take nothing by way of its Complaint;
9 2. For an award of reasonable attorneys' fees and costs for having to defend this
10 action; and
11 3. For such other and further relief as the Court deems just and proper.

12 **COUNTERCLAIM**

13 Counterclaimant CAMCO PACIFIC CONSTRUCTION COMPANY, INC. (hereinafter
14 "Camco") by and through its attorney, Steven L. Morris, Esq. of the law firm of Woodbury,
15 Morris & Brown complains as follows:

16 **JURISDICTIONAL ALLEGATIONS**

17 1. Camco was and is at all times relevant to this action, a California corporation,
18 doing business in Clark County, Nevada as a contractor duly licensed by the Nevada State
19 Contractor's Board.

20 2. Counterdefendant CABINETEC, INC. (hereinafter referred to as "Cabinetec") is
21 and was at all times relevant to this action, a corporation conducting business in Clark County,
22 Nevada.

23 3. The true names and capacities, whether individual, corporate, associate or
24 otherwise of Defendants named herein as DOES I through X are unknown to Counterclaimant.
25 Said DOE Defendants are responsible for damages suffered by Counterclaimant; therefore,
26 Counterclaimants sue Defendants by such fictitious names. Counterclaimants will ask leave to
27 amend this Counterclaim to show the true names and capacities of each such DOE Defendants
28

1 at such time as the same have been ascertained.

2 **FIRST CAUSE OF ACTION**

3 **(Breach of Contract)**

4 4. Camco repeats and realleges each and every allegation contained in the
5 preceding paragraphs of Camco's Counterclaim, incorporates the same at this point by
6 reference and further allege:

7 5. Camco is informed and believes and thereupon alleges that Cabinetec entered
8 into a Subcontract Agreement ("Subcontract Agreement") with APCO Construction related to
9 the Manhattan West Condominiums project, located in Clark County, Nevada (the
10 "Project").

11 6. On or about August 26, 2008, Camco and Cabinetec entered into a Ratification
12 and Amendment of Subcontract Agreement ("Ratification Agreement") wherein Camco and
13 Cabinetec acknowledged, ratified, and agreed to the terms of the Subcontract Agreement.

14 7. Section 3.4 of the Subcontract Agreement states: "Any payments to
15 Subcontractor shall be conditioned upon receipt of the actual payments by Contractor from
16 Owner. Subcontractor herein agrees to assume the same risk that the Owner may become
17 insolvent that Contractor has assumed by entering into the Prime Contract with the Owner."

18 8. All payments made to subcontractors and suppliers on the Project were made
19 directly by Gemstone through Nevada Construction Services.

20 9. Camco never received payment on behalf of the subcontractors, including
21 Cabinetec, and was therefore, not responsible nor liable for payment to the subcontractors,
22 including Cabinetec. (See Exhibit A, attached hereto and incorporated herein by this
23 reference).

24 10. Cabinetec agreed and expressly acknowledged that it assumed the risk of non-
25 payment by the Owner.

26 11. Cabinetec breached its contract with Camco by demanding payment from
27 Camco and by bringing claims against Camco and its License Bond Surety relative to
28 payment for the work allegedly performed by Cabinetec on the Project.

000260

12. Camco is entitled to all of its attorneys fees and costs pursuant to the terms and conditions of the Ratification Agreement.

13. Camco has been required to engage the services of the law firm of WOODBURY, MORRIS & BROWN to prosecute this matter and Camco is entitled to a reasonable attorneys fees and costs therefor.

SECOND CAUSE OF ACTION

(Breach of Covenant of Good Faith and Fair Dealing)

14. Camco repeats and realleges each and every allegation contained in the preceding paragraphs of Counterclaimant's Counterclaim, incorporate the same at this point by reference and further allege:

15. The law imposes upon Cabinetec, by virtue of the contract, a covenant to act in good faith and deal fairly with Counterclaimant;

16. Despite this covenant, Cabinetec's intentional failure to abide by the terms of the parties written contract, Cabinetec breached its covenant to act in good faith and deal fairly;

17. As a result of its breach of the covenant of good faith and fair dealing, Cabinetec has injured Camco in an amount in excess of \$10,000.00.

18. Camco has been required to engage the services of the law firm of WOODBURY, MORRIS & BROWN to prosecute this matter and Camco is entitled to a reasonable attorneys fees and costs therefor.

WHEREFORE, Counterclaimant Camco prays as follows:

1. This Court enter judgment against Counterdefendants, and each of them, in an amount in excess of \$10,000.00, plus interest at the contract rate;

2. For an award of reasonable attorneys' fees and costs for having to prosecute this action; and

///

///

///

///

WOODBURY, MORRIS & BROWN
701 N. Green Valley Parkway, Suite 110
Henderson, Nevada 89074
(702) 933-0777 ♦ Fax (702) 933-0778

1 3. For such other and further relief as the Court deems just and proper.

2 DATED this 5th day of May, 2009.

3 WOODBURY, MORRIS & BROWN

4 

5 STEVEN L. MORRIS, ESQ.

6 Nevada Bar No. 7454

7 701 N. Green Valley Pkwy., Suite 110

8 Henderson, NV 89074-6178

9 Attorneys for Camco

10 **CERTIFICATE OF MAILING**

11 I hereby certify that on the 5th day of May, 2009, I served a copy of the ANSWER
12 TO CABINETEC, INC.'S COMPLAINT IN INTERVENTION AND CAMCO PACIFIC
13 CONSTRUCTION COMPANY INC.'S COUNTERCLAIM by facsimile and by enclosing a
14 true and correct copy of the same in a sealed envelope upon which first-class postage was fully
15 prepaid, and addressed to the following:

16 Justin L. Watkins, Esq.
17 WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.
18 3993 Howard Hughes Parkway, Suite 400
19 Las Vegas, Nevada 89169
20 Fax: 822-2650

21 and that there is regular communication by mail between the place of mailing and the place so
22 addressed.

23 
24 An Employee of
25 Woodbury, Morris & Brown

26 000262

Exhibit A



Date: April 28, 2009
To: Nevada State Contractor's Board
From: Scott Financial Corporation
Subject: ManhattanWest Project

I am the President of Scott Financial Corporation ("SFC"), which is a seasoned commercial finance company located in Bismarck, North Dakota and licensed in Nevada.

SFC is the lender for ManhattanWest Buildings 2, 3, 7, 8, and 9 located at West Russell Road and Rocky Hill Street in Las Vegas, Nevada (the "Project"). No other ManhattanWest buildings were funded or constructed. The Project consisted of condominiums developed by Gemstone Development West, Inc. ("Gemstone").

The purpose of this letter is to explain the payment process for the Project and to demonstrate that Camco Pacific Construction Company, Inc. ("Camco") had no direct responsibility to pay the trade contractors or any other contracting parties on the Project.

As the Project's lender, SFC established a credit facility between SFC (with its network of participating community banks) and Gemstone. As the loan originator and lead lender, SFC established both the Senior and Mezzanine Credit Facilities that were forecasted to fund the entire construction cost to complete the Project; provided however, that an adequate level of condominium sales were closed by Gemstone in a timely manner.

In connection with its funding of the Project, SFC required a very detailed and disciplined payment procedure, which it has used successfully and extensively in the past. This payment procedure was developed collectively between SFC, Gemstone, and Nevada Construction Services ("NCS") to execute the monthly construction funding on the Project in a proper and timely manner.

This payment procedure was communicated to the general contractors and the trade contractors through them and was used to facilitate the payment structure for all trade contractors/vendors.

Prior to the commencement of the Project, SFC entered into a voucher control contract with NCS. First, pursuant to such agreement, NCS managed the voucher control and served as the third party disbursement agent. Second, as part of such agreement, NCS also performed third party site construction inspections for SFC prior to each disbursement. Please note that NCS is a disbursement agent for SFC and does not "approve funding", that is a role of SFC and our participating banks exclusively.

APCO Construction ("APCO") was the original General Contractor for the Project. The protocol for issuing payment involved APCO submitting a monthly payment application to Gemstone based on a schedule of values and materials delivered by the vendors and trade contractors (the "Payment Application").

Next, Gemstone would review the Payment Application and approve or reject its contents based upon the work completed as of the submission of such Payment Application. Upon the final agreement and approval of the Payment Application by Gemstone and APCO, Gemstone would send the Payment Application and any supporting documents to NCS. NCS

would review the Payment Application and the supporting documents and compare them with its payment records. Thereafter, NCS would order a formal NCS inspection of the jobsite to verify that sufficient progress was made to warrant the amount in the Payment Application. After completing such inspection, NCS submitted its request for funding to SFC.

Upon receiving such approval, SFC conducted its final monthly creditor review and completed the funding approval process by taking the following steps: (a) formally signing-off on the Payment Application and (b) obtaining final approval of the Payment Application from the co-lead bank.

Finally, after the Payment Application was properly approved and verified, the corresponding funds were requested by SFC from its participating lenders and advanced into the SFC Project Control Account. Thereafter, the respective (a) soft costs in the Payment Application were advanced directly to Gemstone and (b) the hard costs in the Payment Application were wired directly to NCS for controlled disbursement.

Upon receiving such hard cost funds, NCS would send the corresponding payment directly to APCO for disbursement to the trade contractors. This was the payment process throughout the period that APCO remained on the Project, except for the June and July 2008 Pay Applications where NCS was notified by Gemstone to issue joint checks to the sub contractors.

APCO was terminated by Gemstone for cause in August 2008. After such termination, Gemstone engaged Camco to serve as the General Contractor for the Project. When this substitution occurred, the payment process used during the APCO engagement was continued with some alterations.

The most important of these alterations was based on the shift from a Guaranteed Maximum Price to a simple monthly fee. APCO had agreed to deliver the Project for a Guaranteed Maximum Price and received a fee for its services based on a percentage of each Payment Application. Consequently, APCO assumed responsibility for the financial aspects of the Project and the proper engagement and payment of the trade contractors.

In contrast, Camco was paid a basic fee of \$100,000 per month plus certain expenses to serve as the General Contractor for the project; provided however, that Gemstone, not Camco, was solely responsible for selecting and negotiating the engagement of the trade contractors by Camco. Because of this shift in responsibility, all decisions and communications for payment authorization and processing were handled by Gemstone, without Camco's ongoing involvement.

In addition, Gemstone provided the financial management component of the Project and was responsible for (a) establishing and maintaining the budget and (b) keeping full and detailed accounts on the Project.

Furthermore, NCS's protocol also changed to effectively limit Camco's involvement. Because Camco was not responsible for establishing or maintaining the budget, Camco's only role in the payment process was to compile and submit each initial Payment Application.

Thereafter, the review, negotiation, and request for the corresponding payments were handled by Gemstone. As a result, NCS never sent payment for trade contractors to Camco. Instead, such payments were sent directly to the trade contractors.

Furthermore, Camco (a) as a rule did not communicate directly with SFC; (b) only occasionally communicated with NCS regarding the payment process; and (c) did not make any decisions related to the Payment Application or the corresponding payments to Camco or the trade contractors. Payments decisions were all made by Gemstone because they were responsible for the budget and as they pertained to credit decisions reviewed by SFC.

In addition, Camco had no physical control over the funds, and all disbursements were completed between NCS and the trade contractors directly. We understand the trade contractors were aware of Camco's limited role in this payment process. First, the negotiation of each trade contractor's engagement was managed by Gemstone employees and only subsequently ratified by Camco. Second, the terms of the engagement contracts between Camco and each trade contractor and Camco and Gemstone described this relationship. Third, on several occasions when a particular trade contractor expressed concern regarding the timing of a forthcoming payment, Gemstone and Camco repeatedly and consistently explained that all lending decisions regarding funding (credit issues specifically) were ultimately made by SFC and that neither Gemstone nor Camco had the ability, authority, or resources to make any payments that did not come from SFC approval.

To this end, on occasion, trade contractors demanded that they be provided with some evidence of payment in order to continue working. In response, Camco could not, and to our understanding did not, promise that any payment was forthcoming.

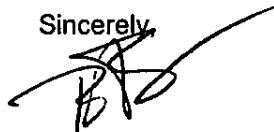
SFC delivered on a limited basis, letters to such disgruntled trade contractors informing them that all credit decisions on payment funding must be approved by SFC and that such funds would be only paid once SFC had completed its required approval process and determined that such payments were appropriate. Attached to this letter as Exhibit A are two such letters executed by SFC and delivered to certain trade contractors.

In December 2008, SFC sent correspondence to NCS that due to uncured loan defaults by Gemstone, a decision was made to cease all funding on the Project. The communications regarding this decision are attached to this letter as Exhibit B. SFC further requested that NCS return funds in the amount of \$993,866.72. NCS returned the funds requested and no additional payment for previous work performed was disbursed to Gemstone, Camco, or any of the trade contractors for the Project. Camco was not a part of these transactions, was not a participant in these decisions, and was unaware of such decisions until the above notice was sent to NCS.

Upon learning of SFC's decision to cease funding, we understand Camco terminated its engagement contract with Gemstone based on Gemstone's failure to pay Camco pursuant to the terms of such contract. As a result of changed circumstances on the Project after APCO's termination, Camco's role was limited with regard to payment.

As a result, SFC does not believe Camco or for that matter NCS can be held responsible for payment of any outstanding applications of the trade contractors.

Sincerely,



Brad Scott
President
Scott Financial Corporation

Exhibit A

Payment Status Letters from SFC to Trade Contractors



November 4, 2008

Mr. Mike Evans
E&E Fire Protection LLC
6380 South Valley View, Suite 110
Las Vegas, NV 89118

RE: ManhattanWest Funding

Mr. Evans:

I have been asked by Gemstone to provide you with an update on the status of the September Draw.

As you may likely know Scott financial Corporation is the Creditor of record and has been funding the vertical construction through the various credit facilities established.

The September Draw was submitted to Scott Financial Corporation late last week. We are currently completing the final review of the **September Payment Application**. However, in light of the complications related to the termination of the former general contractor, the approval of the September Payment Application has required more investigation and time than generally typical or expected.

Despite this temporary delay, the funding necessary to satisfy the outstanding amounts due pursuant to the September Payment Application are in final stages of approval and are anticipated to be processed and funded to NCS (voucher control) by November 13, 2008.

The amount in processing includes a payment of \$1,092,121.34 to E&E Fire Protection LLC and its corresponding suppliers.

I trust this letter assists you with your questions on the timing of the funding.

Please feel free to contact me directly if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'BJ Scott', written over a horizontal line.

Brad J. Scott
President

15010 Sundown Drive • Bismarck, ND 58503
Office: 701.255.2215 • Fax: 701.223.7299

A licensed and bonded corporate finance company.

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Exhibit "A"



December 1, 2008

Leo Duckstein
CabineTec Inc
2711 E. Craig Road, Suite A
North Las Vegas, NV 89030

RE: ManhattanWest Funding

Mr. Duckstein:

I have been asked by Gemstone to provide you with an update on the status of the October Draw.

As you may likely know Scott financial Corporation (SFC) is the Creditor of record and has been funding the vertical construction through the various credit facilities established.

The October Draw was submitted to SFC late last week.

We are currently completing the final review of the October Payment Application. However, in light of the complications related to in large part to the termination of the former general contractor, the approval of the October Payment Application has required more review, investigation and time than in the past.

Despite this delay, the funding necessary to satisfy the outstanding amounts due pursuant to the October Payment Application are in being reviewed and a determination of approval is being considered by our team.

Clearly approval of the draw is subject to our complete review process.

Although we cannot guarantee the approval, SFC anticipates the draw request to be processed and funded to NCS (voucher control) in December.

I understand the MHW draw which is in the review process at SFC includes a payment amount of approximately \$598,475.00 to CabineTec Inc. and its corresponding suppliers. I believe the Developer approved payment amount is \$483,664.32.

I trust this letter assists you with your questions on the timing of the funding.

Please feel free to contact me directly if you have any questions.

Sincerely,


Brad J. Scott
President

15010 Sundown Drive • Bismarck, ND 58503
Office: 701.255.2215 • Fax: 701.223.7299

A licensed and bonded corporate finance company.

000269

Exhibit B

SFC Notice to NCS Regarding the Decision to Stop Funding the Project

Exhibit "B"

Jennifer Olivares

From: Brad Scott [brad@scottfinancialcorp.com]
Sent: Tuesday, December 16, 2008 9:38 AM
To: Jennifer Olivares
Cc: 'Margo Scott'; 'Jason Ulmer'; Patricia Curtis; 'Tim James'
Subject: ManhattanWest Status
Importance: High

Jen:

As of right now 11AM CST 12/16/08 the October Draw is still on permanent hold.

A final decision confirming the lender's direction on Project was expected yesterday. It did not happen.

I anticipate this final decision will however likely lead to "no further draws being approved".

Foreclosure options and discussion on how we will proceed have been explored.

SFC has requested our legal counsel to address the return wire from NCS to SFC discussed yesterday.

Those funds will be held in the SFC escrow account at NSB for the time being, until further direction is provided to SFC.

SFC will keep you posted as a final determination is made.

Thanks.

Brad J. Scott
Scott Financial Corporation
15010 Sundown Drive
Bismarck, ND 58503
W: 701.255.2215
M: 701.220.3999
F: 701.223.7299
brad@scottfinancialcorp.com



Brad J. Scott, CRE
President
brad@scottfinancialcorp.com
15010 Sundown Drive
Bismarck, ND 58503
Office: 701.255.2215
Fax: 701.223.7299
Cell: 701.220.3999

A licensed and bonded corporate finance company.

4/1/2009

000271

Exhibit "B"

Jennifer Olivares

From: Brad Scott [brad@scottfinancialcorp.com]
Sent: Monday, December 15, 2008 3:00 PM
To: Annie Dwyer; Jennifer Olivares
Cc: 'Alex Edelstein'; 'Peter Smith'; 'Jim Homing'; dparry@camcopacific.com
Subject: FW: ManhattanWest
Importance: High
Attachments: Document.pdf; 09004-20-04 Billing #4 2008-12-12.pdf; Wiring Instructions TO SFC at NSB.XLS

Jennifer & Anne:

NCS is hereby instructed by SFC to wire the previously advanced, but undispersed funds held on account at NCS in the amount of \$993,866.72 back to SFC using the attached wiring instructions.


This amount includes the current Heineman Payment request of \$66,827.29 as it has not been approved by SFC or its participants.

These funds will be held at SFC until further notice.

Please call with any questions.

Thanks.

Brad J. Scott
Scott Financial Corporation
15010 Sundown Drive
Bismarck, ND 58503
W: 701.255.2215
M: 701.220.3999
F: 701.223.7299
brad@scottfinancialcorp.com

	
Brad J. Scott, CRE President brad@scottfinancialcorp.com	15010 Sundown Drive Bismarck, ND 58503 Office: 701.255.2215 Fax: 701.223.7299 Cell: 701.220.3999
A licensed and bonded corporate finance company.	

Email is not always a secure transmission medium. Caution should always be used to communicate "confidential information". If you elect to send or receive information via email, Scott Financial Corporation cannot assure its security and will not be liable if it is intercepted or viewed by another party. By continuing to use e-mail, you are agreeing to accept this risk.

4/1/2009

000272

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,**

Electronically Filed
Aug 09 2018 04:07 p.m.
Richard L. Brown
Clerk of Supreme Court

7 Appellants,

8 v.

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

10 Respondent.

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

15 **EXHIBITS TO NATIONAL WOOD'S DOCKETING STATEMENT**
16 **VOLUME 1 (EXHIBITS A – C)**

17
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24 -AND-

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27 S. Judy Hirahara, Esq. (CA SBN 177332)
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 Attorneys for Appellant, NATIONAL WOOD
 PRODUCTS, INC., a Utah corporation

EXHIBIT A

Counter Claimant	Tharaldson Motels II Inc	Martin A. Muckleroy <i>Retained</i> 702-907-0097(W)
Counter Claimant	Tharaldson, Gary D	Martin A. Muckleroy <i>Retained</i> 702-907-0097(W)
Counter Defendant	Accuracy Glass & Mirror Company Inc	Dallin T. Wayment <i>Retained</i> 7029907272(W)
Counter Defendant	Ahern Rentals Inc	D. Shane Clifford, ESQ <i>Retained</i> 435-613-1010(W)
Counter Defendant	APCO Construction	Gwen Rutar Mullins <i>Retained</i> 702-257-1483(W)
Counter Defendant	Arch Aluminum and Glass Co	Jeffrey R. Albregts <i>Retained</i> 702-483-5026(W)
Counter Defendant	Atlas Construction Supply Inc	David W. Dachelet <i>Retained</i> 7022574422(W)
Counter Defendant	Bank of Oklahoma NA	
Counter Defendant	Bruin Painting Corporation	Dallin T. Wayment <i>Retained</i> 7029907272(W)
Counter Defendant	Buchele Inc	Dallin T. Wayment <i>Retained</i> 7029907272(W)
Counter Defendant	Cabinetec Inc	Justin L. Watkins <i>Retained</i> 702-562-6000(W)
Counter Defendant	Camco Pacific Construction Co Inc	Steven L. Morris <i>Retained</i> 702-938-2244(W)
Counter Defendant	Camco Pacific Construction Inc	Steven L. Morris <i>Retained</i> 702-938-2244(W)
Counter Defendant	Cellcrete Fireproofing of Nevada Inc	Robert C. Reade <i>Retained</i> 702-794-4411(W)
Counter Defendant	Concrete Visions Inc	
Counter Defendant	Creative Home Theatre LLC	
Counter Defendant	Dave Peterson Framing Inc	Stephen M. Dixon <i>Retained</i> 702-329-4911(W)
Counter Defendant	E & E Fire Protection LLC	Stephen M. Dixon <i>Retained</i> 702-329-4911(W)
Counter Defendant	Executive Plastering Inc	Matthew Q. Callister <i>Retained</i> 702-385-3343(W)
Counter Defendant	EZA P.C.	Donald H Williams <i>Retained</i> 7023207755(W)

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Counter Defendant	Fast Glass Inc	Michael T. Gebhart <i>Retained</i> 702-324-8341(W)
Counter Defendant	Fast Glass Inc	Michael T. Gebhart <i>Retained</i> 702-324-8341(W)
Counter Defendant	Ferguson Fire and Fabrication Inc	Dale B. Rycraft Jr. <i>Retained</i> 702-796-5555(W)
Counter Defendant	Gemstone Development West Inc	Greg S. Gilbert <i>Retained</i> 702-669-4600(W)
Counter Defendant	Granite Construction Company	David R. Johnson <i>Retained</i> 702-789-3100(W)
Counter Defendant	Harsco Corporation	Donald H. Williams <i>Retained</i> 702-320-7755(W)
Counter Defendant	HD Supply Waterworks LP	Dallin T. Wayment <i>Retained</i> 7029907272(W)
Counter Defendant	Heinaman Contract Glazing	Dallin T. Wayment <i>Retained</i> 7029907272(W)
Counter Defendant	Helix Electric of Nevada LLC	Dallin T. Wayment <i>Retained</i> 7029907272(W)
Counter Defendant	Hydropressure Cleaning Inc	
Counter Defendant	Inquipco	Jennifer R. Lloyd-Robinson <i>Retained</i> 702-257-1483(W)
Counter Defendant	Insulpro Projects Inc	Eric Dobberstein <i>Retained</i> 702-806-6561(W)
Counter Defendant	Interstate Plumbing & Air Conditioning	
Counter Defendant	John Deere Landscape Inc	
Counter Defendant	Las Vegas Pipeline LLC	Pro Se
Counter Defendant	Masonry Group Nevada Inc	Becky Pintar <i>Retained</i> 702-685-5255(W)
Counter Defendant	Nevada Construction Services	Charles Vlasic <i>Retained</i> 702-551-1178(W)
Counter Defendant	Nevada Prefab Engineers	Mindy C. Fisher <i>Retained</i> 7026997500(W)
Counter Defendant	Nevada Prefab Engineers Inc	Christopher Craft <i>Retained</i> 702-869-8801(W)
Counter Defendant	Noord Sheet Metal Company	T. James Truman <i>Retained</i> 702-256-0156(W)
Counter	Noorda Sheet Metal Company	Stephen M. Dixon

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Defendant		<i>Retained</i> 702-329-4911(W)
Counter Defendant	Northstar Concrete Inc	Jennifer R. Lloyd Robinson <i>Retained</i> 702-257-1483(W)
Counter Defendant	Northstar Concrete Inc	Jennifer R. Lloyd Robinson <i>Retained</i> 702-257-1483(W)
Counter Defendant	Pape Materials Handling	Christopher Craft <i>Retained</i> 702-869-8801(W)
Counter Defendant	Patent Construction Systems	Donald H Williams <i>Retained</i> 7023207755(W)
Counter Defendant	Professional Door and Mill Works LLC	Stephen M. Dixon <i>Retained</i> 702-329-4911(W)
Counter Defendant	Professional Doors And Millworks LLC	
Counter Defendant	Ready Mix Inc	Brian Keith Berman <i>Retained</i> 7023820702(W)
Counter Defendant	Renaissance Pools & Spas Inc	Steven B. Scow <i>Retained</i> 702-318-5040(W)
Counter Defendant	Republic Crane Service LLC	Richard Allen Koch <i>Retained</i> 7024513000(W)
Counter Defendant	Scott Financial Corporation	Glenn F Meier <i>Retained</i> 702-791-0308(W)
Counter Defendant	Scott, Bradley J	Matthew S. Carter <i>Retained</i> 7023856000(W)
Counter Defendant	Selectbuild Nevada Inc	Robert E. Schumacher <i>Retained</i> 702-577-9300(W)
Counter Defendant	Steel Structures Inc	Christopher Craft <i>Retained</i> 702-869-8801(W)
Counter Defendant	Supply Network Inc	Philip T. Varricchio <i>Retained</i> 702-724-8300(W)
Counter Defendant	The Pressure Grout Company	
Counter Defendant	Tri City Drywall Inc	Jennifer R. Lloyd-Robinson <i>Retained</i> 702-257-1483(W)
Counter Defendant	WRG Design Inc	Dallin T. Wayment <i>Retained</i> 7029907272(W)
Counter Defendant	Zitting Brothers Construction Inc	Reuben Cawley <i>Retained</i> 702-727-1400(W)

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Cross Claimant	APCO Construction	Gwen Rutar Mullins <i>Retained</i> 702-257-1483(W)
Cross Defendant	Gemstone Development West Inc	
Defendant	Commonwealth Land Title Insurance Co	
Defendant	First American Title Insurance Co	
Defendant	Gemstone Development West Inc	Monica Caffaratti <i>Retained</i> 510-921-8155(W)
Defendant	Scott Financial Corporation	Glenn F Meier <i>Retained</i> 702-791-0308(W)
Defendant	Scott, Bradley J	Jon Randall Jones <i>Retained</i> 7023856000(W)
Doing Business As	Apco Construction	Gwen Rutar Mullins <i>Retained</i> 702-257-1483(W)
Doing Business As	Helix Electric	Jefferson W. Boswell, ESQ <i>Retained</i> 702-990-7272(W)
Doing Business As	Oz Architecture of Nevada Inc	Donald H Williams <i>Retained</i> 7023207755(W)
Doing Business As	Pape Rents	Christopher Craft <i>Retained</i> 702-869-8801(W)
Doing Business As	Pape Rents	William R. Urga <i>Retained</i> 7026997500(W)
Doing Business As	Power Plus!	
Doing Business As	Viking Supplynet	
Interpleader	Hydropressure Cleaning Inc	Gwen Rutar Mullins <i>Retained</i> 702-257-1483(W)
Intervenor	Cell Crete Fireproofing Of NV Inc	Robert C. Reade <i>Retained</i> 702-794-4411(W)
Intervenor	Custom Select Billing Inc	Gwen Rutar Mullins <i>Retained</i> 702-257-1483(W)
Intervenor	Dave Peterson Framing Inc	T. James Truman <i>Retained</i> 702-256-0156(W)
Intervenor	E & E Fire Protectiong LLC	T. James Truman <i>Retained</i> 702-256-0156(W)
Intervenor	EZA P C	Donald H Williams <i>Retained</i> 7023207755(W)

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Intervenor	Granite Construction Company	David R. Johnson <i>Retained</i> 702-789-3100(W)
Intervenor	Insulpro Projects Inc	Eric Dobberstein <i>Retained</i> 702-806-6561(W)
Intervenor	National Wood Products, Inc.'s	Richard L Tobler <i>Retained</i> 702-256-6000(W)
Intervenor	Noord Sheet Metal Company	T. James Truman <i>Retained</i> 702-256-0156(W)
Intervenor	Patent Construction Systems	Donald H Williams <i>Retained</i> 7023207755(W)
Intervenor	Pressure Grout Co	T. James Truman <i>Retained</i> 702-256-0156(W)
Intervenor	Professional Doors & Millworks LLC	T. James Truman <i>Retained</i> 702-256-0156(W)
Intervenor	Tri-City Drywall Inc	Jennifer R. Lloyd-Robinson <i>Retained</i> 702-257-1483(W)
Intervenor Defendant	Camco Pacific Construction Co Inc	Steven L. Morris <i>Retained</i> 702-938-2244(W)
Intervenor Defendant	Camco Pacific Construction Co Inc	Steven L. Morris <i>Retained</i> 702-938-2244(W)
Intervenor Defendant	Club Vista Financial Services LLC	Martin A. Muckleroy <i>Retained</i> 702-907-0097(W)
Intervenor Defendant	Club Vista Financial Services LLC	Martin A. Muckleroy <i>Retained</i> 702-907-0097(W)
Intervenor Defendant	Commonwealth Land Title Ins Co	

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Intervenor Defendant	Commonwealth Land Title Ins Co	
Intervenor Defendant	Concrete Visions Inc	
Intervenor Defendant	E & E Fire Protection LLC	Stephen M. Dixon <i>Retained</i> 702-329-4911(W)
Intervenor Defendant	Fidelity & Deposit Company Of Maryland	Kurt C. Faux <i>Retained</i> 7024585790(W)
Intervenor Defendant	First American Title Insurance Co	
Intervenor Defendant	First American Title Insurance Co	
Intervenor Defendant	Gemstone Development West Inc	Monica Caffaratti <i>Retained</i> 510-921-8155(W)
Intervenor Defendant	Gemstone Development West Inc	Monica Caffaratti <i>Retained</i> 510-921-8155(W)
Intervenor Defendant	Gemstone Development West Inc	
Intervenor Defendant	Gemstone Development West Inc	
Intervenor Defendant	Gemstone Development West Inc	Monica Caffaratti <i>Retained</i> 510-921-8155(W)
Intervenor Defendant	Jeff Heit Plumbing Co LLC	Keith E. Gregory <i>Retained</i> 7023823636(W)
Intervenor Defendant	Marshall, Kelly	

Intervenor Defendant	Nevada Construction Services	Phillip S. Aurbach <i>Retained</i> 7029422155(W)	
Intervenor Defendant	Old Republic Surety	Keith E. Gregory <i>Retained</i> 7023823636(W)	
Intervenor Defendant	Scott Financial Corporation	Glenn F Meier <i>Retained</i> 702-791-0308(W)	
Intervenor Defendant	Tharaldson Motels II Inc	Martin A. Muckleroy <i>Retained</i> 702-907-0097(W)	
Intervenor Defendant	Tharaldson Motels II Inc	Martin A. Muckleroy <i>Retained</i> 702-907-0097(W)	
Intervenor Plaintiff	Arch Aluminum And Glass Co <i>Now Known As</i> Arch Aluminum and Glass LLC	Jeffrey R. Albregts <i>Retained</i> 702-483-5026(W)	
Intervenor Plaintiff	Cabinetec Inc	Justin L. Watkins <i>Retained</i> 702-662-6000(W)	
Intervenor Plaintiff	Cactus Rose Construction Inc	Dallin T. Wayment <i>Retained</i> 7029907272(W)	
Intervenor Plaintiff	Camco Pacific Construction Co Inc	Steven L. Morris <i>Retained</i> 702-938-2244(W)	
Intervenor Plaintiff	Harsco Corporation	Donald H. Williams <i>Retained</i> 7023207755(W)	
Intervenor Plaintiff	Interstate Plumbing & Air Conditioning Inc	Michael T. Gebhart <i>Retained</i> 702-324-8341(W)	
Intervenor Plaintiff	Las Vegas Pipeline LLC	James E. Shapiro <i>Retained</i> 702-318-6033(W)	
Intervenor Plaintiff	Northstar Concrete, Inc.	Jennifer R. Lloyd Robinson <i>Retained</i> 702-267-4483(W)	
Intervenor Plaintiff	Pape Material Handling	William R. Urga <i>Retained</i> 7026997500(W)	
Intervenor Plaintiff	S R Bray Corp	Richard L. Peel <i>Retained</i> 7029907272(W)	
Intervenor Plaintiff	Selectbuild Nevada Inc	Robert E. Schumacher <i>Retained</i> 702-577-9300(W)	000009

Intervenor Plaintiff	Sunstate Companies Inc	Garry L. Hayes <i>Retained</i> 702-832-5592(W)
Intervenor Plaintiff	SWPPP Compliance Solutions LLC	Richard L. Peel <i>Retained</i> 7029907272(W)
Other	Graybar Electric Company	
Other	HD Supply Construction Supply LP <i>Doing Business As</i> White Cap Construction Supply Inc	
Other	PCI Group, LLC	
Other	RLMW Investments LLC	
Other	United Subcontractors Inc <i>Doing Business As</i> Skyline Insulation	Bradley S. Slighting <i>Retained</i> 801-323-2203(W)
Other	Wiss, Janney, Elstner Associates, Inc.	Gwen Rutar Mullins <i>Retained</i> 702-257-1483(W)
Plaintiff	Apco Construction	Jack Chen Min Juan <i>Retained</i> 7023820711(W)
Special Master	Hale, Floyd, ESQ	
Third Party Defendant	Camco Pacific Construction Co Inc	Steven L. Morris <i>Retained</i> 702-938-2244(W)
Third Party Defendant	Fidelity & Deposit Co Of Maryland	Kurt C. Faux <i>Retained</i> 7024585790(W)
Third Party Defendant	Fidelity & Deposit Co Of Maryland	Kurt C. Faux <i>Retained</i> 7024585790(W)
Third Party Plaintiff	Dave Peterson Framing Inc	T. James Truman <i>Retained</i> 702-256-0156(W)
Third Party Plaintiff	E & E Fire Protection LLC	T. James Truman <i>Retained</i> 702-256-0156(W)
Third Party Plaintiff	Insulpro Projects Inc	Eric Dobberstein <i>Retained</i> 702-806-6561(W)
Third Party Plaintiff	Noorda Sheet Metal Company	T. James Truman <i>Retained</i> 702-256-0156(W)

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EVENTS & ORDERS OF THE COURT

	DISPOSITIONS
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
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
10/21/2009	Order of Dismissal Without Prejudice (Judicial Officer: Delaney, Kathleen E.) Debtors: Zitting Brothers Construction Inc (Counter Defendant) Creditors: Club Vista Financial Seivces 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
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
11/13/2009	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
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
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	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
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
04/29/2010	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
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
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
06/18/2010	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
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
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
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
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
11/05/2012	Order of Dismissal With Prejudice (Judicial Officer: Scann, Susan) Debtors: APCO Construction (Intervenor Defendant), APCO Construction (Intervenor Defendant) Creditors: Granite Construction Company (Intervenor)

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	Judgment: 11/05/2012, Docketed: 11/15/2012
01/24/2013	Order of Dismissal With Prejudice (Judicial Officer: Scann, Susan) Debtors: Ahern Rental Inc (Intervenor Plaintiff) Creditors: Alex Edelstein (Intervenor Defendant) Judgment: 01/24/2013, Docketed: 02/01/2013
05/25/2017	Summary Judgment (Judicial Officer: Denton, Mark R.) Debtors: Uintah Investments LLC (Counter Defendant) Creditors: APCO Construction (Counter Claimant) Judgment: 05/25/2017, Docketed: 06/01/2017
06/19/2017	Order of Dismissal With Prejudice (Judicial Officer: Denton, Mark R.) Debtors: Insulpro Projects Inc (Counter Defendant) Creditors: APCO Construction (Counter Claimant) Judgment: 06/19/2017, Docketed: 06/20/2017
07/05/2017	Order of Dismissal With Prejudice (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Third Party Defendant) Creditors: Insulpro Projects Inc (Third Party Plaintiff) Judgment: 07/05/2017, Docketed: 07/12/2017
12/29/2017	Partial Summary Judgment (Judicial Officer: Denton, Mark R.) Debtors: APCO Construction (Counter Claimant) Creditors: Zitting Brothers Construction Inc (Counter Defendant) Judgment: 12/29/2017, Docketed: 01/18/2018 Total Judgment: 750,807.16 Comment: Certain Cause
05/08/2018	Order (Judicial Officer: Denton, Mark R.) Debtors: APCO Construction (Counter Claimant) Creditors: Zitting Brothers Construction Inc (Counter Defendant) Judgment: 05/08/2018, Docketed: 05/08/2018 Total Judgment: 185,443.95
05/16/2018	Judgment Plus Interest (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Third Party Defendant) Creditors: E & E Fire Protection LLC (Third Party Plaintiff) Judgment: 05/16/2018, Docketed: 05/16/2018 Total Judgment: 6,481,088.31
05/16/2018	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Fidelity & Deposit Co Of Maryland (Third Party Defendant) Creditors: E & E Fire Protection LLC (Third Party Plaintiff) Judgment: 05/16/2018, Docketed: 05/16/2018 Total Judgment: 50,000.00
05/23/2018	Judgment Plus Interest (Judicial Officer: Denton, Mark R.) Debtors: APCO Construction (Counter Claimant) Creditors: Zitting Brothers Construction Inc (Counter Defendant) Judgment: 05/23/2018, Docketed: 05/24/2018 Total Judgment: 2,623,309.38
05/25/2018	Order of Dismissal With Prejudice (Judicial Officer: Denton, Mark R.) Debtors: Nevada Prefab Engineers Inc (Intervenor), Steel Structures Inc (Intervenor), Gerdau Reinforcing Steel (Counter Defendant) Creditors: Apco Construction (Plaintiff) Judgment: 05/25/2018, Docketed: 05/25/2018
05/30/2018	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Intervenor Defendant) Creditors: SWPPP Compliance Solutions LLC (Intervenor Plaintiff) Judgment: 05/30/2018, Docketed: 05/31/2018
05/30/2018	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Counter Claimant) Creditors: Fast Glass Inc (Counter Defendant) Judgment: 05/30/2018, Docketed: 05/31/2018
05/30/2018	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Company Inc (Counter Claimant) Creditors: Helix Electric of Nevada LLC (Counter Defendant), Helix Electric (Doing Business As) Judgment: 05/30/2018, Docketed: 05/31/2018
05/30/2018	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Inc (Counter Defendant) Creditors: Cactus Rose Construction (Counter Claimant) Judgment: 05/30/2018, Docketed: 05/31/2018
05/30/2018	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Company Inc (Counter Claimant) Creditors: Heinaman Contract Glazing (Counter Defendant) Judgment: 05/30/2018, Docketed: 05/31/2018
05/31/2018	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Helix Electric of Nevada LLC (Counter Defendant), National Wood Products, Inc.'s (Intervenor) Creditors: APCO Construction (Counter Claimant) Judgment: 05/31/2018, Docketed: 05/31/2018
06/04/2018	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Third Party Defendant) Creditors: E & E Fire Protection LLC (Third Party Plaintiff) Judgment: 06/04/2018, Docketed: 06/06/2018 Total Judgment: 66,421.16
07/02/2018	Judgment Plus Interest (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Counter Claimant) Creditors: Heinaman Contract Glazing (Counter Defendant) Judgment: 07/02/2018, Docketed: 07/02/2018 Total Judgment: 262,010.64 Comment: a571228
07/02/2018	Judgment Plus Interest (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Counter Claimant) Creditors: Cactus Rose Construction (Counter Claimant) Judgment: 07/02/2018, Docketed: 07/02/2018

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	Total Judgment: 326,244.84 Comment: a571228
07/02/2018	Judgment Plus Interest (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Counter Claimant) Creditors: Fast Glass Inc (Counter Defendant) Judgment: 07/02/2018, Docketed: 07/02/2018 Total Judgment: 280,927.71 Comment: A571228
07/02/2018	Judgment Plus Interest (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Counter Claimant) Creditors: Helix Electric of Nevada LLC (Counter Defendant) Judgment: 07/02/2018, Docketed: 07/02/2018 Total Judgment: 1,277,601.82
07/02/2018	Judgment Plus Interest (Judicial Officer: Denton, Mark R.) Debtors: Camco Pacific Construction Co Inc (Intervenor Plaintiff) Creditors: SWPPP Compliance Solutions LLC (Intervenor Plaintiff) Judgment: 07/02/2018, Docketed: 07/02/2018 Total Judgment: 157,846.63 Comment: a571228
07/12/2018	Judgment Plus Interest (Judicial Officer: Denton, Mark R.) Debtors: Gemstone Development West Inc (Intervenor Defendant), Camco Pacific Construction Co Inc (Intervenor Defendant) Creditors: National Wood Products, Inc.'s (Intervenor) Judgment: 07/12/2018, Docketed: 08/01/2018 Total Judgment: 1,167,915.77 Comment: A571228
07/30/2018	Partial Summary Judgment (Judicial Officer: Denton, Mark R.) Debtors: APCO Construction (Counter Claimant) Creditors: Zitting Brothers Construction Inc (Counter Defendant) Judgment: 07/30/2018, Docketed: 08/01/2018 Total Judgment: 1,516,723.46

	OTHER EVENTS AND HEARINGS
02/24/2008	Acceptance of Service <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 <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 <i>FIRST AMENDED COMPLAINT</i> 08A5712280006.tif pages
12/09/2008	Lis Pendens <i>NOTICE OF LIS PENDENS</i> 08A5712280007.tif pages
12/09/2008	Notice <i>NOTICE OF FORECLOSURE OF CLAIMS OF LIEN</i> 08A5712280008.tif pages
12/12/2008	Certificate of Mailing <i>CERTIFICATE OF MAILING</i> 08A5712280010.tif pages
12/17/2008	Summons <i>SUMMONS - FIRST AMERICAN TITLE INSURANCE COMPANY</i> 08A5712280012.tif pages
12/17/2008	Summons <i>SUMMONS - NEVADA CONSTRUCTION SERVICES</i> 08A5712280013.tif pages
12/17/2008	Summons <i>SUMMONS - GEMSTONE DEVELOPMENT WEST INC</i> 08A5712280014.tif pages
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12/26/2008	Affidavit of Publication <i>AFFIDAVIT OF PUBLICATION</i> 08A5712280017.tif pages
01/05/2009	Appearance <i>HARSCO CORPORATION'S STATEMETN OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i> 08A5712280005.tif pages
01/05/2009	Notice <i>NOTICE OF LIS PENDENS</i> 08A5712280020.tif pages
01/05/2009	Initial Appearance Fee Disclosure <i>INITIAL APPEARANCE FEE DISCLOSURE</i> 08A5712280021.tif pages
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01/12/2009	Answer <i>ANSWER TO PLAINTIFFS AMENDED COMPLAINT</i> 08A5712280009.tif pages
01/12/2009	Initial Appearance Fee Disclosure <i>INITIAL APPEARANCE FEE DISCLOSURE</i> 08A5712280023.tif pages
01/15/2009	Appearance <i>ARCH ALUMINUM AND GLASS CO'S STATEMENT OF FACTS CONSTITUTING ITS MECHANIC'S LIEN CLAIM</i> 08A5712280011.tif pages
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01/15/2009	Summons SUMMONS- GEMSTONE DEVE WEST INC 08A5712280028.tif pages
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01/28/2009	Appearance STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION - Steel Structures and NV Prefab Engineers Inc
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01/28/2009	Answer ANSWER TO STATEMENT OF FACTS CONSTITUTING LIEN OF ARCH ALUMINUM AND GLASS CO 08A5712280035.tif pages
01/28/2009	Initial Appearance Fee Disclosure INITIAL APPEARANCE FEE DISCLOSURE 08A5712280036.tif pages
02/04/2009	Reply to Counterclaim APCO CONSTRUCTIONS REPLY TO GEMSTONES COUNTERCLAIM 08A5712280038.tif pages
02/04/2009	Summons SUMMONS- CONCRETE VISIONS INC 08A5712280039.tif pages
02/04/2009	Acceptance of Service ACCEPTANCE OF SERVICE 08A5712280040.tif pages
02/06/2009	Appearance CABINETEC INC'S STATEMENT OF FACTS CONSTITUTING LIEN CLAIM AND COMPLAINT IN INTERVENTION 08A5712280026.tif pages
02/06/2009	Initial Appearance Fee Disclosure INITIAL APPEARANCE FEE DISCLOSURE 08A5712280041.tif pages
02/12/2009	Certificate of Mailing CERTIFICATE OF SERVICE 08A5712280043.tif pages
02/13/2009	Statement AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION 08A5712280044.tif pages
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02/19/2009	Notice NOTICE TO LIEN CLAIMANTS TO FILE AND SERVE STATEMENTS OF FACTS CONSTITUTING THEIR LIENS 08A5712280045.tif pages
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02/19/2009	Initial Appearance Fee Disclosure INITIAL APPEARANCE FEE DISCLOSURE 08A5712280047.tif pages
02/24/2009	Statement of Facts Constituting Lien Ahern Rental inc's Statement of Facts Constituting Lien and Complaint in Intervention
02/24/2009	Summons SUMMONS - CAMCO PACIFIC CONSTRUCTION CO INC 08A5712280048.tif pages
02/24/2009	Lis Pendens LIS PENDENS 08A5712280049.tif pages
02/24/2009	Initial Appearance Fee Disclosure INITIAL APPEARANCE FEE DISCLOSURE 08A5712280050.tif pages
02/24/2009	Statement STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION Tri City Drywall
02/26/2009	Lis Pendens NOTICE OF PENDENCY OF ACTION 08A5712280053.tif pages
02/26/2009	Statement NOORDA SHEET METAL COMPANYS STATEMENT OF FACTS CONSTITUTING LIEN CLAIM COMPLAINT AND THIRD PARTY COMPLAINT 08A5712280054.tif pages
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03/03/2009	Default DEFAULT 08A5712280056.tif pages
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03/05/2009	Certificate <i>CERTIFICATE OF SERVICE OF EMPLOYERS MUTUAL CASUALTY COMPANY</i> 08A5712280070.tif pages
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03/09/2009	Stipulation and Order <i>STIPULATION AND ORDER RE FILING AND SERVICE OF STEEL STRUCTURE INC AND NEVADA PREFAB ENGINEERS INCS COMPLAINT IN INTERVENTION</i> 08A5712280061.tif pages
03/09/2009	Stipulation and Order <i>STIPULATION AND ORDER RE FILING AND SERVICE OF CABINETECS COMPLAINT IN INTERVENTION</i> 08A5712280065.tif pages
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03/10/2009	Statement <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> 08A5712280069.tif pages
03/11/2009	Certificate of Mailing <i>CERTIFICATE OF MAILING OF SERVICE OF FIRST AMERICAN TITILE INSURANCE COMPANY</i> 08A5712280066.tif pages
03/11/2009	Affidavit of Publication <i>AFFIDAVIT OF PUBLICATION</i> 08A5712280067.tif pages
03/12/2009	Appearance <i>CELL CRETE FIREPROOFING OF NEVADA INC'S STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i> 08A5712280060.tif pages
03/12/2009	Notice of Entry of Order <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> 08A5712280071.tif pages
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03/12/2009	Answer <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> 08A5712280079.tif pages
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03/16/2009	Peremptory Challenge <i>PEREMPTORY CHALLENGE Leavitt CASE REASSIGNED TO Walsh</i> 08A5712280063.tif pages
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03/16/2009	Initial Appearance Fee Disclosure <i>CAMCO PACIFIC CONSTRUCTION COMPANY INCS INITIAL APPEARANCE FEE DISCLOSURE NRS CHAPTER 19</i> 08A5712280074.tif pages
03/16/2009	Amended <i>AMENDED THIRD PARTY SUMMONS CIVIL</i> 08A5712280075.tif pages
03/16/2009	Answer <i>APCO CONSTRUCTIONS ANSWER TO CABINET INCS STATEMENT OF FACTS CONSTITUTING LIEN CLAIM AND COMPLAINT IN INTERVENTION</i> 08A5712280080.tif pages
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03/17/2009	Stipulation and Order <i>STIPULATION AND ORDER</i> 08A5712280077.tif pages
03/17/2009	Stipulation and Order <i>STIPULATION AND ORDER ALLOWING AHERN RENTALS INC TO INTERVENE PURSUANT TO NRCP 24</i> 08A5712280088.tif pages
03/18/2009	Certificate <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> 08A5712280083.tif pages
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03/18/2009	Certificate of Mailing <i>CERTIFICATE OF MAILING OF STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION</i> 08A5712280089.tif pages
03/18/2009	Disclaimer of Interest <i>COMMONWEALTH LAND TITLE INSURANCE COMPANY'S DISCLAIMER OF INTEREST</i> 08A5712280091.tif pages
03/19/2009	Notice of Entry of Order

03/20/2009 **NOTICE OF ENTRY OF ORDER**
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03/20/2009 **Stipulation and Order**
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03/20/2009 **Answer**
GEMSTONE DEVELOPMENT WEST INCS ANSWER TO NOORDA SHEET METAL COMPANYS AMENDED STATEMENT OF FACTS CONSTITUTING LIEN CLAIM COMPLAINT AND THIRD PARTY COMPLAINT
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03/20/2009 **Statement of Facts Constituting Lien**
SECOND AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION *Steel Structures Inc Nevada Prefab Engineers Inc*

03/23/2009 **Motion**
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03/24/2009 **Statement of Facts Constituting Lien**
Insulpro Projects

03/24/2009 **Certificate of Mailing**
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03/24/2009 **Notice**
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03/24/2009 **Notice of Entry of Order**
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03/24/2009 **Initial Appearance Fee Disclosure**
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03/25/2009 **Amended**
HARSCO CORPORATIONS AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION
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03/27/2009 **Appearance**
E & E FIRE PROTECTION LLC 'S STATEMENT OF FACTS CONSTITUTING LIEN CLAIM COMPLAINT AND THIRD PARTY COMPLAINT
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03/27/2009 **Appearance**
DAVE PETERSON FRAMING LLC 'S STATEMENT OF FACTS CONSTITUTING LIEN CLAIM COMPLAINT AND THIRD PARTY COMPLAINT
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03/27/2009 **Lis Pendens**
NOTICE OF PENDENCY OF ACTION
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03/27/2009 **Appearance**
PROFESSIONAL DOORS & MILLWORKS LLC'S STATEMENT OF FACTS CONSTITUTING LIEN CLAIM COMPLAINT AND THIRD PARTY COMPLAINT
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03/27/2009 **Lis Pendens**
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03/27/2009 **Initial Appearance Fee Disclosure**
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03/27/2009 **Initial Appearance Fee Disclosure**
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03/27/2009 **Notice**
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03/27/2009 **Answer**
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03/31/2009 **Amended Answer**
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04/01/2009 **Acceptance of Service**
ACCEPTANCE OF SERVICE
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04/01/2009 **Acceptance of Service**
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04/01/2009 **Answer**
APCO CONSTRUCTIONS ANSWER TO STEEL STRUCTURES INC AND NEVADA PREFABENGINEERS INCS SECOND AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION
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04/01/2009 **Certificate**
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04/01/2009 **Acceptance of Service**
ACCEPTANCE OF SERVICE - GEMSTONE DEVELOPMENT WEST INC
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04/01/2009 **Acceptance of Service**
ACCEPTANCE OF SERVICE OF AMENDED STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION - GEMSTONE DEVELOPMENT WEST INC
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04/03/2009 **Appearance**
HYDROPRESSURE CLEANING INC'S STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION
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04/03/2009 **Errata**
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04/03/2009 **Initial Appearance Fee Disclosure**
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04/03/2009 **Statement of Facts Constituting Lien**
STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION *Hydropressure Cleaning Inc*

04/06/2009 **Appearance**
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04/06/2009 **Appearance**
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04/06/2009 **Initial Appearance Fee Disclosure**
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04/06/2009 **Statement**
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04/06/2009 **Lis Pendens**
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04/07/2009 **Third Party Summons**
THIRD PARTY SUMMONS CIVIL VIA US MAIL FIDELITY AND DEPOSIT CO OF MARYLAND
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04/07/2009 **Summons**
SUMMONS - FIDELITY & DEPOSIT CO OF MARYLAND
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04/07/2009 **Summons**
SUMMONS - CSC SERVICES VIA US MAIL
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04/08/2009 **Affidavit of Service**
AFFIDAVIT OF SERVICE - KELLY MARSHALL
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04/08/2009 **Affidavit of Service**
AFFIDAVIT OF SERVICE - ACCURCY OF GLASS AND MIRROR INC
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04/09/2009 **Affidavit of Service**
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04/09/2009 **Notice**
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04/14/2009 **Acceptance of Service**
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04/14/2009 **Acceptance of Service**
ACCEPTANCE OF SERVICE MISC DOCS 04-09-09
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04/14/2009 **Acceptance of Service**
ACCEPTANCE OF SERVICE - CAMCO PACIFIC CONSTRUCTION COMPANY INC
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04/14/2009 **Supplemental**
AHERN RENTAL INCS SUPPLEMENTAL MOTION TO AMEND STATEMENT OF FACTS CONSTITUTING LIEN AND COMPLAINT IN INTERVENTION
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04/15/2009 **Conversion Case Event Type**
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04/15/2009 **Summons**
SUMMONS - CAMCO PACIFIC CONSTRUCTION CO INC
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04/17/2009 **Three Day Notice of Intent to Default**
NOORDA SHEET METAL COMPANYS THREE DAY NOTICE OF INTENT TO TAKE DEFAULT
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04/17/2009 **Three Day Notice of Intent to Default**
NOORDA SHEET METAL COMPANYS THREE DAY NOTICE OF INTENT TO TAKE DEFAULT
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04/17/2009 **Reply to Counterclaim**
APCO CONSTRUCTIONS ANSWER TO INSULPRO PROJECT INCS COUNTERCLAIM AGAINST APCO CONSTRUCTION
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04/20/2009 **Answer**
Scott Financial Corporations Anser to Insulpro Projects Incs Statement of Facts Constituting Lien

04/21/2009 **Answer**
Scott Financial Corps Answer to Insulpro Projects Incs's statement of Facts Constituting Lien

04/21/2009 **Motion to Consolidate**
Apco Construction's Motion to Consolidate With Case Nos. A574391, A574792, A577623, A579963, A583289, A584730, and A587168

04/22/2009 **Acceptance of Service**
Acceptance of Service of Amended Statement of Facts Constituting Lien and Complaint in Intervention

04/22/2009 **Disclaimer of Interest**
First American Title Ins Co Disclaimer of Interest

04/24/2009 **Statement of Facts Constituting Lien**
Statement of Facts Constituting Lien and Complaint in Intervention-Pressure Grout Company

04/24/2009 **Three Day Notice of Intent to Default**
E&E Fire Protection, LLC's Three Day Notice of Intent to Default

04/24/2009 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

04/24/2009 **Three Day Notice of Intent to Default**
Dave Peterson Framing Inc's Three Day Notice of Intent to Take Default on Gemstone Development West Inc

04/24/2009 **Three Day Notice of Intent to Default**
Professional Doors and Millworks LLCs Three Day Notice of Intent to Take Default

04/29/2009 **Opposition to Motion**
Ahern Rental's Limited Opposition to Motion to consolidate

04/29/2009 **Answer**
APCO Construction's Answer to Cell-Crete Fireproofing of Nevada, Inc's Statement of Facts Constituting Lien and Complaint in Intervention and Cross-Claim

04/29/2009 **Affidavit of Service**
Affidavit of Service

04/30/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Professional Doors and Millworks, LLC's Statement of Facts Constituting lien Claim, Complaint and Third Party Complaint

04/30/2009 **Answer**
Gemstone Development West, Inc.'s Answer to E&E Fire Protection, LLC's Statement of Facts Constituting Lien Claim, Complaint and Third Party Complaint

04/30/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Dave Peterson Framing, Inc.'s Statement of Facts Constituting Lien Claim, Complaint and Third Party Complaint

04/30/2009 **Certificate of Mailing**

04/30/2009 **Certificate of Mailing**
Certificate of Mailing

04/30/2009 **Summons**

05/01/2009 **Joinder**

05/01/2009 | **Scott Financial Corporation's Moinder in Motion to Consolidate with Case Nos. A574391, A574792, A579963, A583289, A584730 and A587168**

05/01/2009 **Summons**
Summons (Affidavit of Service of Summons, Statement of Facts, and Check #13594)- Fidelity and Deposit Company of Maryland

05/01/2009 **Summons**
Summ-Apco Construction

05/01/2009 **Summons**
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**
Three Day Notice of Intent to Default

05/04/2009 **Default**
Default - Concrete Visions Inc

05/04/2009 **Opposition**
Opposition to Motion to Consolidate

05/04/2009 **Notice of Non Opposition**
Insulpro Projects, Inc's Notion of Non-Opposition to Apco Construction's Motion to Consolidate

05/04/2009 **Certificate of Mailing**
Certificate of Mailing

05/04/2009 **Notice of Lis Pendens**
Notice of Lis Pendens

05/05/2009 **Motion to Intervene**
The Masonry Group Nevada Inc.'s Motion to Intervene

05/05/2009 **Motion to Dismiss**
Camco Pacific Construction's and Fidelity and Deposit Company of Maryland's Motion to Dismiss the T

05/05/2009 **Motion to Intervene**
Hydropressure Cleaning, Inc.'s Motion to Intervene

05/05/2009 **Answer**
Answer to Noorda Sheet Metal Companys Third Party Complaint and Camco Pacific Constructions Counterclaim

05/05/2009 **Answer to Third Party Complaint**
Answer to E&E Fire Protection LLC's Third Party Complaint and Camco Pacific Constructions Counterclaim

05/05/2009 **Answer to Third Party Complaint**
Answer to Professional Doors and Millworks LLC's Third Party Complaint and Camco Pacific Construction's Counterclaim

05/05/2009 **Answer to Counterclaim**
Answer to Cabintec Inc's Complaint in Intervention and Camco Pacific Construction Company Inc's Counterclaim

05/06/2009 **Certificate of Mailing**
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

05/07/2009 **Reply to Counterclaim**
Noorda Sheet Metal Companys Reply to Camco Pacific Constructions Counterclaim

05/07/2009 **Reply to Counterclaim**
Professional Doors and Millworks LLCs Reply to Camco Pacific Constructions Counterclaim

05/07/2009 **Reply to Counterclaim**
E&E Fire Protection LLCs Reply to Camco Pacific Constructions Counterclaim

05/08/2009 **Answer**
Scott Financial Corporation's Answer to Noorda Sheet Metal Company's Amended Statement of Facts Con

05/08/2009 **Answer**
Scott Financial Corporation's Answer to Professional Doors and Millworks, LLC's Statement of Facts

05/08/2009 **Answer**
Scott Financial Corporation's Answer to Cell-Crete Fireproofing of Nevada, Inc.'s Statement of Fact

05/08/2009 **Joinder**
Scott Financial Corporation's Amended Partial Joinder in Apco Construction's Motion to Consolidate

05/08/2009 **Opposition**
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

05/11/2009 **Opposition to Motion**
Bradley J. Scott and Scott Financial Corporation's Opposition to APCO Construction's Motion to Cons

05/11/2009 **Affidavit for Service by Publication**

05/11/2009 **Motion**
Ahern Rental Incs Second Supplemental Motion to Amend Statement of Facts Constituting Lien and Complaint-In-Intervention

05/12/2009 **Motion to Amend** (9:00 AM) (Judicial Officer Walsh, Jessie)
AHERN'S MTN TO AMEND STATEMENT OF FACTS/1
[Minutes](#)
05/13/2009 Reset by Court to 05/13/2009
05/13/2009 Reset by Court to 05/12/2009
Result: Motion Granted

05/12/2009 **Acceptance of Service**
Nevada Construction Services Acceptance of Service of Statement of Facts Constituting Lien and Complaint in Intervention

05/12/2009 **Joinder to Opposition to Motion**
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

05/12/2009 **Joinder To Motion**
Joinder in Hydropressure Cleaning Inc's Motion to Intervene & Tri-City Drywall Inc's Request to Intervene

05/13/2009 **Certificate of Mailing**
Certificate of Mailing

05/13/2009 **Answer**
Scott Financial Corporation's Answer to Nevada Prefab Engineers, Inc.'s Amended Statement of Facts

05/13/2009 **Answer**
Scott Financial Corporation's Answer to Harsco Corporation's Amended Statement of Facts Constitutin

05/13/2009 **Notice**
Notice of Withdrawal of Opposition to Motion to Consolidate

05/13/2009 **Three Day Notice of Intent to Default**

05/14/2009 **Certificate of Mailing**
Certificate of Mailing of Joinder in Hydropressure Cleaning, Inc.'s Motion to Intervene and Tri-County Drywall, Inc.'s Request to Intervene

05/15/2009 **Answer**
Scott Financial Corporation's Answer to Dave Peterson Framing, Inc.'s Statement of Facts Constituting Lien Claim, Complaint and Third Party Complaint

05/15/2009 **Opposition to Motion**
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

05/15/2009 **Answer to Third Party Complaint**
Answer to Insulpro Projects Incs Third Party Complaint and Camco Pacific Constructions Counterclaim

05/18/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Harsco Corporation's Amended Statement of Facts Constit

05/19/2009 **Certificate of Service**
Certificate of Service

05/20/2009 **Motion to Intervene** (3:00 AM) (Judicial Officer Walsh, Jessie)
DEFT'S MOTION TO INTERVENE /2
[Minutes](#)
05/20/2009 Reset by Court to 05/20/2009
05/20/2009 Reset by Court to 05/20/2009

Result: Motion Granted

05/20/2009 **Answer**
Gemstone Development West, Inc.'s Answer to The Pressure Group Company's Statement of Facts Constituting Lien and Complaint in Intervention

05/20/2009 **Reply**
APCO Construction's Reply in Support of its Motion to Consolidate with Case Nos. A574391, A574792, A577623, A579963, A583289, A584730, and A587168

05/21/2009 **Notice**
Notice of Joinder in APCO Constructions Motion to Consolidate by Club Vista Financial Services LLC Tharaldson Motels II Inc and Gary D Tharaldson

05/22/2009 **Answer**
Scott Financial Corporation's Answer to Insulpro Projects, Inc.'s Statement of Facts Constituting Lien

05/22/2009 **Three Day Notice of Intent to Default**
Three Day Notice of Intent to Default

05/26/2009 **Joinder to Opposition to Motion**
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

05/27/2009 **CANCELED Motion to Consolidate** (3:00 AM) (Judicial Officer Walsh, Jessie)
Vacated
matter continued
05/27/2009 Reset by Court to 05/27/2009

05/27/2009 **CANCELED Joinder** (3:00 AM) (Judicial Officer Walsh, Jessie)
Vacated
matter continued
05/27/2009 Reset by Court to 05/27/2009

05/27/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Insulpro Projects, Inc.'s Statement of Facts Constituting Lien

05/28/2009 **Joinder To Motion**
Steel Structures, Inc. and Nevada Prefab Engineers Inc's Joinder to Apco Construction's Motion to Consolidate

05/28/2009 **Stipulation and Order for Dismissal**
Stipulation and Order for Dismissal Without Prejudice of APCO Construction's Unjust Enrichment Claim Against Nevada Construction Services Only

05/29/2009 **Statement of Facts Constituting Lien**
Statement of Facts Constituting Lien and Complaint in Intervention - Pape Materials

05/29/2009 **Initial Appearance Fee Disclosure**

05/29/2009 **Opposition**
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

06/01/2009 **Amended Certificate of Service**
Amended Certificate of Service

06/02/2009 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order

06/02/2009 **Answer to Amended Complaint**
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

06/02/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Pape Material Handling dba Pape Rents' Statement of Facts Constituting Lien and Complaint in Intervention

06/02/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Tri-City Drywall, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

06/02/2009 **Answer**
Gemstone Development West, Inc.'s Answer to EZA, P.C. dba Oz Architecture of Nevada, Inc.'s Statement of Facts Constituting Lien

06/02/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Cell-Crete Fireproofing of Nevada, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

06/02/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Cell-Crete Fireproofing of Nevada, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

06/02/2009 **Answer to Crossclaim**
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

06/03/2009 **Motion to Consolidate** (9:00 AM) (Judicial Officer Walsh, Jessie)
Apco Construction's Motion to Consolidate With Case Nos. A574391, A574792, A577623, A579963, A583289, A584730, and A587168

06/03/2009 **Joinder** (9:00 AM) (Judicial Officer Walsh, Jessie)
Scott Financial Corporation's Joinder in Motion to Consolidate with Case Nos. A574391, A574792, A579963, A583289, A584730 and A587168

06/03/2009 **All Pending Motions** (9:00 AM) (Judicial Officer Walsh, Jessie)
[Parties Present](#)
[Minutes](#)

Result: Granted in Part

06/03/2009 **Reply to Counterclaim**
Reply to Camco Pacific Construction's Counterclaim

06/04/2009 **Answer to Counterclaim**
Counterdefendant Cabinetec, Inc.'s Answer to Counterclaimant Camco Pacific Construction Company, Inc.'s Counterclaim

06/04/2009 **Initial Appearance Fee Disclosure**

06/04/2009 **Notice of Lis Pendens**
Patent Construction Systems a Division of Harsco Corporations Notice of Lis Pendens

06/04/2009 **Statement of Facts Constituting Lien**
Patent Construction Systems a Division of Harsco Corporations Statement of Facts Constituting Lien and Complaint in Intervention

06/05/2009 **Reply**
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

06/05/2009 **Proof of Service**
Proof of Service

06/08/2009 **Motion for Default Judgment**
Motion for Default Judgment

06/10/2009 **CANCELED Motion to Intervene** (3:00 AM) (Judicial Officer Walsh, Jessie)
Vacated
06/10/2009 Reset by Court to 06/10/2009

06/10/2009 **CANCELED Motion to Dismiss** (9:00 AM) (Judicial Officer Walsh, Jessie)
Vacated
06/10/2009 Reset by Court to 06/10/2009

06/10/2009 **CANCELED Motion to Intervene** (3:00 AM) (Judicial Officer Walsh, Jessie)
Vacated
06/10/2009 Reset by Court to 06/10/2009

06/10/2009 **CANCELED Joinder** (3:00 AM) (Judicial Officer Walsh, Jessie)
Vacated
06/10/2009 Reset by Court to 06/10/2009

06/10/2009 **Notice of Motion**

06/10/2009 **Answer to Complaint**
APCO Construction's Answer to Zitting Brothers Construction, Inc.'s Complaint

06/10/2009 **Affidavit of Service**

06/11/2009 **Notice of Department Reassignment**

06/11/2009 **Substitution of Attorney**
Substitution of Attorney

06/11/2009 **Proof of Service**
Proof of Service of Summons and Complaint

06/15/2009 **Statement of Facts Constituting Lien**
Statement of Facts Constituting Lien and Complaint Intervention

06/15/2009 **Lis Pendens**

06/15/2009 **Initial Appearance Fee Disclosure**

06/15/2009 **Ex Parte Motion for Enlargement of Time**
Ex Parte Motion to Enlarge Time to Allow For Service of Summons and Complaint Upon Defendant Edelstein

06/15/2009 **Acceptance of Service**
Acceptance of Service of Statement of Facts Constituting Lien and Complaint in Intervention

06/16/2009 **Acceptance of Service**
Acceptance of Service of Statement of Facts Constituting Lien and Complaint in Intervention

06/17/2009 **Summons**

06/17/2009 **Summons**

06/18/2009 **Re-Notice**
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.

06/19/2009 **Summons**

06/19/2009 **Order Granting**
Order Granting Ex Parte motion to Enlarge Time to Allow for Service of Summons and Complaint Upon Defendant Edelstein

06/23/2009 **Certificate of Mailing**
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

06/23/2009 **Initial Appearance Fee Disclosure**

06/23/2009 **Statement of Facts Constituting Lien**
Statement of Facts Constituting Lien and Complaint-In-Intervention

06/23/2009 **Lis Pendens**

06/23/2009 **Acceptance of Service**
Scott Financial Corporations' Acceptance of Service of Statement of Facts Constituting Lien and Complaint in Intervention

06/24/2009 **Lis Pendens**
Accuracy Glass & Mirror Company, Inc.'s Amended Notice of Lis Pendens

06/24/2009 **Lis Pendens**
Bruin Painting Corporation's Amended Notice of Lis Pendens

06/24/2009 **Statement**
Bruin Painting's Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint

06/24/2009 **Lis Pendens**
HD Supply Waterworks, LP's Amended Notice of Lis Pendens

06/24/2009 **Statement**
HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint

06/24/2009 **Lis Pendens**
Helix Electric's Amended Notice of Lis Pendens

06/24/2009 **Statement**
Helix Electric's Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint

06/24/2009 **Lis Pendens**
Heinaman's Amended Notice of Lis Pendens

06/24/2009 **Statement**
Heinaman Contract Glazing's Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint

06/24/2009 **Lis Pendens**
WRG Design, Inc.'s Amended Notice of Lis Pendens

06/24/2009 **Amended Complaint**
First Amended Complaint Re Foreclosure (A571792, A574391, A577623, A583289, A584730, A587168)

06/24/2009 **Statement**
WRG Design, Inc.'s Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint (A571792, A574391, A577623, A583289, A584730, A587168)

06/26/2009 **Statement of Facts Constituting Lien**
Ahern Rental Inc.'s First Amended Statement of Facts Constituting Lien and Complaint-in-Intervention

06/29/2009 **Order**
Order to Consolidate this action with Case A574391, A574792, A577623, A583289, A584730, A587168, A580889 & A589195

06/30/2009 **Answer to Amended Complaint**
Gemstone Development West, Inc.'s Answer to Ahern Rental, Inc.'s First Amended Statement of Facts Constituting Lien and Complaint in Intervention

06/30/2009 **Answer**
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

06/30/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Buchele, Inc.'s Statement of Facts Constituting Lien

06/30/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Statement of Facts Constituting Lien Claim by Creative Home Theatre, LLC

06/30/2009 **Affidavit of Due Diligence**

07/01/2009 **Affidavit for Service by Publication**

07/02/2009 **Notice of Entry of Order**
Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A577623, A579963, A583289, A584730, A587168, A580889 and A589195

07/02/2009 **Answer**
APCO Construction's Answer to Ahern Rentals Inc.'s First Amended Statement of Facts Constituting Lien and Complaint in Intervention

07/02/2009 **Answer**
APCO Construction's Answer to Buchele, Inc.'s Statement of Facts Constituting Lien

07/02/2009 **Answer**
APCO Construction's Answer to Selectbuild Nevada Inc.'s Statement of Facts Constituting Lien

07/02/2009 **Answer**
APCO Construction's Answer to Las Vegas Pipeline, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

07/02/2009 **Answer**
APCO Construction's Answer to The Pressure Grout Company's Statement of Facts Constituting Lien and Complaint in Intervention

07/06/2009 **CANCELED All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
Vacated - per Clerk
Pending Motions separated and individually placed on calendar

07/06/2009 **Motion to Intervene** (9:00 AM) (Judicial Officer Denton, Mark R.)
Hydropressure Cleaning's Motion to Intervene

07/06/2009 **Motion to Intervene** (9:00 AM) (Judicial Officer Denton, Mark R.)
The Masonry Group Nevada's Motion to Intervene

07/06/2009 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
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.)
All Pending Motions (07-06-09)
[Parties Present](#)

000020

[Minutes](#)
Result: Matter Heard

07/07/2009 **Statement of Facts Constituting Lien**
Masonry Group Nevada Inc Statement of Facts Constituting Lien and Complaint in Intervention

07/09/2009 **Statement of Facts Constituting Lien**
Northstar Concrete Inc Statement of Facts Constituting Lien and Complaint -In-Intervention

07/09/2009 **Initial Appearance Fee Disclosure**

07/09/2009 **Lis Pendens**

07/09/2009 **Certificate of Service**

07/09/2009 **Acceptance of Service**

07/09/2009 **Summons**

07/10/2009 **Statement**
Camco Pacific Construction Company, Inc.'s Statement of Facts and Complaint in Intervention

07/13/2009 **Summons**

07/13/2009 **Summons**

07/13/2009 **Summons**

07/14/2009 **Three Day Notice of Intent to Default**
Three Day Notice of Intent to Take Default

07/14/2009 **Three Day Notice of Intent to Default**

07/15/2009 **Stipulation and Order for Dismissal**
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**
Patent Construction Systems a Division of Harsco Corporations Notice of Dismissal of Platte River Insurance Company

07/15/2009 **Notice of Voluntary Dismissal**
Ahern Rentals' Notice of Voluntary Dismissal of Heinaman Contract Glazing and Neal Roffer Only

07/15/2009 **Order Granting**
Order Granting Tri- City Drywall Inc's Request to Intervene

07/16/2009 **Notice of Entry of Order**
Notice of Entry of Stipulation and Order

07/17/2009 **Statement of Facts Constituting Lien**
Patent Construction Systems A Division of Harsco Corporation's Statement of Facts Constituting Lien and Amended Complaint in Intervention

07/20/2009 **Motion for Default Judgment** (9:00 AM) (Judicial Officer Denton, Mark R.)
Harsco Corp's Motion for Default Judgment
[Parties Present](#)
[Minutes](#)
Result: Off Calendar

07/20/2009 **Answer**
Scott Financial Corporation's Answer to Patent Construction's Statement of Facts Constituting Lien

07/21/2009 **Order for Service by Publication**
Order for Service by Publication

07/21/2009 **Affidavit of Service**

07/21/2009 **Consent to Service By Electronic Means**

07/21/2009 **Consent to Service By Electronic Means**

07/21/2009 **Consent to Service By Electronic Means**

07/21/2009 **Affidavit of Service**

07/21/2009 **Affidavit of Due Diligence**

07/22/2009 **Statement of Facts Constituting Lien**
Granite Construction Company's Statement of Facts Constituting Lien Claim and Complaint in Intervention

07/22/2009 **Initial Appearance Fee Disclosure**

07/22/2009 **Notice of Entry of Order**
Notice of Entry of Order Granting Tri- city Drywall Inc's Request to Intervene

07/22/2009 **Notice of Entry of Order**

07/23/2009 **Early Case Conference List of Witnesses & Production of Docs**
Early Case Conference List of Witnesses and Production of Documents

07/23/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Atlas Construction Supply, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

07/23/2009 **Response**
Gemstone Development West, Inc.'s Answer to Supply Network, Inc. dba Viking Supplynet's Statement of Facts Constituting Lien and Complaint in Intervention

07/23/2009 **Three Day Notice of Intent to Default**

07/23/2009 **Three Day Notice of Intent to Default**
Three Day Notice of Intent to Take Default and Default Judgment Against Gemstone Development West Inc

07/23/2009 **Certificate of Mailing**

07/23/2009 **Answer to Complaint**
Gemstone Development West, Inc.'s Answer to Supply Network, Inc. dba Viking Supplynet's Statement of Facts Constituting Lien and Complaint in Intervention

07/23/2009 **Answer to Complaint**
Gemstone Development West, Inc.'s Answer to Supply Network, Inc. dba Viking Supplynet's Statement of Facts Constituting Lien and Complaint in Intervention

07/27/2009 **CANCELED Motion to Dismiss** (9:00 AM) (Judicial Officer Denton, Mark R.)
Vacated - On In Error
Duplicate Entry

07/27/2009 **Motion to Dismiss** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
[Parties Present](#)
[Minutes](#)
07/06/2009 Reset by Court to 07/27/2009

Result: Denied

07/27/2009 **Notice of Entry of Order**
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

07/28/2009 **Notice of Change of Address**
Notice of Change of Firm's Address

07/29/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Las Vegas Pipeline, LLC's Statement of Facts Constituting Lien and Complaint in Intervention

07/30/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Statement of Facts and Complaint in Intervention

07/30/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to the Masonry Group Nevada, Inc.'s Statement of Facts Constituting Lien Claim and Complaint in Intervention

07/30/2009 **Acceptance of Service**
Acceptance of Service of Statement of Facts Constituting Lien and Amended Complaint in Intervention

07/30/2009 **Acceptance of Service**
Acceptance of Service of Statement of Facts Constituting Lien and Amended Complaint in Intervention

07/30/2009 **Answer**
Answer

000021

07/31/2009 **Summons**
Summons - Apco Construction

08/03/2009 **Summons**
Summons (Amended Complaint)

08/03/2009 **Proof of Service**

08/03/2009 **Summons**
Summons (Amended Complaint)

08/03/2009 **Voluntary Dismissal**
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

08/04/2009 **Proof of Service**

08/04/2009 **Proof of Service**

08/05/2009 **Answer**
APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint

08/05/2009 **Answer**
APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure

08/05/2009 **Answer**
APCO Construction's Answer to Creative Home Theatre, LLC's State of Facts Constituting Lien

08/05/2009 **Answer**
APCO Construction's Answer to Granite Construction Company's Statement of Facts Constituting Lien Claim and Complaint in Intervention

08/05/2009 **Answer**
APCO Construction's Answer to The Masonry Group Nevada, Inc.'s Statement of Facts Constituting a Notice of Lien and Complaint in Intervention

08/05/2009 **Answer**
APCO Construction's Answer to HD Supply Waterwork's Amended Statement of Facts Constituting a Notice of Lien and Third-Party Complaint

08/06/2009 **Answer**
APCO Construction's Answer to WRG Design Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint

08/06/2009 **Answer**
APCO Construction's Answer to Tri-City Drywall, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

08/06/2009 **Acceptance of Service**
Acceptance of Service of Executive Plastering Inc's First Amended Complaint on Gemstone Development West Inc's Behalf

08/07/2009 **Initial Appearance Fee Disclosure**

08/07/2009 **Answer**
Defendants Answer to HD Supply Waterworks' Amended Statement of Facts and Third-Party Complaint

08/11/2009 **Answer to Interpleader**
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

08/11/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228

08/11/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Granite Construction Company's Statement of Facts Constituting Lien Claim and Complaint in Intervention

08/11/2009 **Summons**
- Accuracy Glass & Mirror Company Inc.

08/11/2009 **Summons**
- Gemstone Development West Inc.

08/11/2009 **Summons**
- Camco Pacific Construction Company Inc.

08/11/2009 **Summons**
- Gemstone Development West Inc.

08/11/2009 **Summons**
- Concrete Visions Inc.

08/13/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Hydropressure Cleaning, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

08/13/2009 **Summons**
Summons (Amended Complaint) -Richard Thornton

08/14/2009 **Answer**
Scott Financial Corporation's Answer to Supply Network dba Viking Supplynet's Statement of Facts Constituting Lien and Complaint in Intervention

08/14/2009 **Answer**
Scott Financial Corporation's Answer to Creative Home Theatre, LLC's Statement of Facts Constituting Lien

08/14/2009 **Answer**
Scott Financial Corporation's Answer to The Pressure Grout Company's Statement of Facts Constituting Lien and Complaint in Intervention

08/14/2009 **Answer**
Scott Financial Corporation's Answer to Pape Material Handling dba Pape Rents' Statement of Facts Constituting Lien and Complaint in Intervention

08/14/2009 **Acceptance of Service**
Acceptance of Service of Zitting Brothers Constratuion, Inc.'s Complaint Re: Floreclosure

08/18/2009 **Initial Appearance Fee Disclosure**

08/18/2009 **Answer**
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 and Counterclaim

08/18/2009 **Answer**
Scott Financial Corporation's Answer to Statement of Facts Constituting Lien on Behalf of Buchele, Inc.

08/18/2009 **Order**
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

08/19/2009 **Answer**
Scott Financial Corporation's Answer to The Masonry Group Nevada, Inc.'s Statement fo Facts Constituting Lien and Complaint in Intervention

08/20/2009 **Affidavit of Publication**

08/21/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Fast Glass, Inc.'s Statement of Facts Constituting Lien

08/21/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228

08/21/2009 **Notice**
Defendant Gemstone Development West Incs Notice of Consolidation With Case No 08-A571228

08/24/2009 **Notice of Bankruptcy**
Selectbuild Nevada, Inc.'S Notice Of Bankruptcy Filing And Automatic Stay

08/25/2009 **Notice**
Notice of Consolidation with Case Numbers A571228, A574391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195

08/25/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Executive Plastering, Inc.'s Statement of Facts Constituting Lien Claim

08/25/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Zitting Brothers Construction, Inc.'s Complaint re: Foreclosure

08/25/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Executive Plastering, Inc.'s First Amended Complaint

08/26/2009 **Answer**
Defendant, Nevada Construction Services' Answer to Camco Pacific Construction Company, Inc.'s Statement of Facts and Complaint in Intervention

08/26/2009 **Initial Appearance Fee Disclosure**
Ferguson Fire and Fabrication, Inc's Initial Appearance Fee Disclosure

08/26/2009 **Answer**
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

000022

08/28/2009 **Statement of Facts Constituting Lien**
Custom Select Billing, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

08/28/2009 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

09/02/2009 **Answer to Counterclaim**
Masonry Group Nevada Inc's Answer to Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim

09/03/2009 **Three Day Notice of Intent to Default**

09/08/2009 **Motion to Dismiss**
Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, LLC and Tharaldson Motels, II, Inc.'s Counterclaim

09/08/2009 **Answer to Interpleader**
Alex Edelstein's Answer to Ahern Rental, Inc.'s First Amended Statement of Facts Constituting Lien and Complaint in Intervention

09/09/2009 **Motion**
Motion to Designate this Action as Complex Pursuant to NRCP 16.1(f), and Motion to Set a Discovery Conference Pursuant to NRCP 16

09/09/2009 **Answer and Counterclaim**
Answer to Las Vegas Pipeline, LLC's Statement of Facts Constituting Lien and Complaint In Intervention and Camco Pacific Construction Company Inc.'s Counterclaim

09/10/2009 **Initial Appearance Fee Disclosure**

09/10/2009 **Answer**
Answer to Tri-City Drywall Incs Statement of Facts Constituting Lien and Complaint in Intervention and Camco Pacific Construction Companys Incs Counterclaim

09/10/2009 **Answer**
Answer to Dave Peterson Framing Incs Statement of Facts Constituign Lien and Complaint in Intervention and Camco Pacific Construction Companys Incs Counterclaim

09/10/2009 **Answer**
Answer to Northstar Concrete Incs Statement of Facts Constituting Lien and Complaint in Intervention and Camco Pacific Construction Companys Inc Counterclaim

09/10/2009 **Answer**
Answer to Fast Glass Incs Statement of Facts Constituting Lien and Camco Pacific Construction Company Incs Counterclaim

09/10/2009 **Answer**
Answer to Helix Electrics Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Incs Counterclaim

09/10/2009 **Answer to Complaint**
Answer to Selectbuild Nevada Inc's Complaint in Intervention and Camco Pacific Construction Company Inc's Counterclaim

09/10/2009 **Initial Appearance Fee Disclosure**

09/10/2009 **Initial Appearance Fee Disclosure**

09/11/2009 **Answer**
Answer to WRG Desing Inc's Statement of Facts Constituting Lien Third Party Complaint and Camco Pacific Construction Inc's Counterclaim

09/11/2009 **Answer to Complaint**
Answer to Accuracy Glass & Mirror Company Inc's Complaint and Camco Pacific Construcion Inc's Counterclaim

09/11/2009 **Answer to Complaint**
Answer to Bruin Painting Corporation's Statement of Facts Constituting Lien Third Party Complaint and Camco Pacific Construction Inc's Counterclaim

09/11/2009 **Answer to Third Party Complaint**
Answer tp Heinaman Contract Glazing's Statement of Facts Constituting Lien Third Party Complaint and Camco Pacific Construcion's Counterclaim

09/18/2009 **Motion for Sanctions**
Motion for Sanctions Pursuant to NRCP 11

09/18/2009 **Reply to Counterclaim**
Dave Peterson Framing Incs Reply to Camco Pacific Constructions Counterclaim

09/18/2009 **Default**

09/18/2009 **Default**

09/23/2009 **Motion to Dismiss**
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

09/23/2009 **Motion for Clarification**
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

09/23/2009 **Amended Summons**
Amended Summons - APCO Construction

09/23/2009 **Amended Summons**
Amended Summons - APCO Construction (as defendant ?? claim)

09/23/2009 **Amended Summons**
Amended Summons

09/24/2009 **Amended Summons**
Amended Summons

09/24/2009 **Amended Summons**
Amended Summons

09/24/2009 **Amended Summons**
Amended Summons

09/24/2009 **Amended Summons**
Amended Summons

09/24/2009 **Amended Summons**
Amended Summons

09/24/2009 **Certificate of Mailing**

09/25/2009 **Opposition to Motion to Dismiss**
Opposition to Scott Financial Corporation Motion to Dismiss Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim

09/25/2009 **Answer**
Answer to Steel Structures, Inc. Second Amended Statement of Facts Constituting Lien and Complaint in Intervention

09/25/2009 **Answer**
Answer to Nevada Prefab Engineers, Inc.'s Second Amended Statement of Facts Constituting Lien and Complaint in Intervention

09/25/2009 **Answer**
Answer to the Masonry Group Nevada, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention and Camco Pacific Construction Inc.'s Counterclaim

09/25/2009 **Answer to Complaint**
Answer to Buchele, Inc.'s Complaint for Damages and to Foreclosure Mechanic's Lien and Camco Pacific Construction Company Inc.'s Counterclaim

09/25/2009 **Answer**
Answer to Ferguson Fire & Fabrication, Inc.'s Statement of Facts Constituting Lien and Complaint-in-Intervention and Camco Pacific Construction Company Inc.'s Counterclaim

09/25/2009 **Reply to Counterclaim**
Reply to Club Vista Financial Services, LLC and Tharaldson Motels, II, Inc.'s Counterclaim

09/28/2009 **Opposition to Motion to Dismiss**
Opposition to Scott Financial Corporation's Motion to Dismiss Club Vista Fiancial Services, L.L.C. and Tharaldson Motels II, Inc.'s Counterclaim

09/28/2009 **Response**
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

09/29/2009 **Reply**
Fast Glass, Inc.'s Reply to Camco Pacific Construction Company, Inc.'s Counterclaim

09/29/2009 **Opposition**
Apco Construction's Limited Opposition to Scott Financial Corporation's Motion to Designate as Complex and Set a Rule 16 Conference

09/29/2009 **Reply to Counterclaim**
Tri-City Drywall, Inc.'s Reply to Club Vista Financial Services LCC and Tharaldson Motels II, Inc.'s Counterclaim

09/29/2009 **Reply to Counterclaim**
Inquipco's Reply to Club Vista Financial Services LCC and Tharaldson Motel II, Inc.'s Counterclaim

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09/29/2009 **Reply to Counterclaim**
Northstar Concrete, Inc.'s Reply to Club Vista Financial Services LLC and Tharaldson Motels II, Inc.'s Counterclaim

09/29/2009 **Notice of Change of Firm Name**
Notice of Change of Firm Name and Address

09/30/2009 **Opposition**
Camco Pacific Construction Company, Inc.'s Opposition to Nevada Construction Services' Motion for Sanctions Pursuant to NRCP 11

09/30/2009 **Answer to Amended Complaint**
Answer to first amended complaint and counterclaim

10/01/2009 **Answer to Complaint**
Gemstone Development West Inc's Answer to Complaint for Damages and to Foreclose Mechanic's Lien

10/01/2009 **Answer**
Gemstone Development West, Inc.'s Answer to Custom Select Billing, Inc.'s Statement of Facts constitution Lien and Complaint in Intervention

10/02/2009 **Motion to Associate Counsel**
Motion to Associate Counsel Christine R. Taradash

10/02/2009 **Motion to Associate Counsel**
Motion to Associate Counsel John T. Moshier

10/05/2009 **Motion to Associate Counsel**
Motion to Associate Counsel Martin A. Aronson

10/06/2009 **Reply**
Reply in Support of Scott Financial Corporation's Motion to Dismiss Club Vista Financial Services, LLC and Tharaldson Motels, II, Inc.'s Counterclaim

10/06/2009 **Answer to Counterclaim**
Plaintiff/Counter-Defendant's Answer to Defendant's First Amended Counterclaim

10/09/2009 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure Statement

10/09/2009 **Joinder**
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

10/09/2009 **Notice of Change of Address**

10/09/2009 **Notice of Change of Address**

10/12/2009 **Motion to Dismiss** (9:00 AM) (Judicial Officer Bonaventure, Joseph T.)
10/12/2009, 10/26/2009
DEFT SCOTT FINANCIAL CORPORATION'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II'S COUNTERCLAIM
Result: Matter Continued

10/12/2009 **Motion** (9:00 AM) (Judicial Officer Bonaventure, Joseph T.)
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
Result: Granted

10/12/2009 **All Pending Motions** (9:00 AM) (Judicial Officer Bonaventure, Joseph T.)
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
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

10/12/2009 **Joinder**
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

10/12/2009 **Answer to Counterclaim**
Masonry Group Nevada Incs Answer to Camco Pacific Construction Incs Counterclaim

10/12/2009 **Answer to Counterclaim**
Cell-Crete Fireproofing of Nevada Inc's Answer to Club Vista Financial Services LLC Tharaldson Motels II Inc and Gary D Tharaldson's Counterclaim

10/12/2009 **Summons**

10/13/2009 **Certificate of Mailing**
Errata to Certificate of Mailing

10/14/2009 **Joinder**
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

10/14/2009 **Notice**
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

10/14/2009 **Reply**
Reply in Support of NCS' Motion for Sanctions Pursuant to NRCP 11

10/14/2009 **Answer to Complaint**
Answer to Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim

10/15/2009 **Joinder**
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

10/15/2009 **Motion to Withdraw As Counsel**
Richard A Koch's Motion to Withdraw as Counsel

10/15/2009 **Reply to Counterclaim**
Plaintiff in Intervention Northstar Concrete Incs Reply to Camco Pacific Company Incs Counterclaim

10/15/2009 **Reply to Counterclaim**
Plaintiff in Intervention Tri-City Drywall Incs Reply to Camco Pacific Company Incs Counterclaim

10/15/2009 **Reply to Counterclaim**
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 **Acceptance of Service**
Scott Financial Corporation's Acceptance of Service of Custom Select Billing, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

10/16/2009 **Answer**
Las Vegas Pipeline's Answer to Camco Pacific Construction Company, Inc.'s Counterclaim

10/16/2009 **Notice**
Plaintiff, Wiss, Janney, Elstner Associates, Inc.'s Notice of Consolidation With Case Numbers A571228, A574391, A574792, A577623, A583289, A584730, A587168, A580889, A589195 and A597089

10/16/2009 **Answer to Counterclaim**
Utintah Investments, LLC's Reply to Club Vista Financial Services, LLC's, Tharaldson Motels II, Inc.'s and Gary D. Tharaldson's Counterclaim

10/16/2009 **Notice**
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

10/16/2009 **Reply to Counterclaim**
Counterdefendant Granite Construction Company's Reply to Club Vista Financial Services, LLC's Counterclaim

10/16/2009 **Joinder To Motion**
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

10/16/2009 **Joinder To Motion**
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

10/16/2009 **Joinder To Motion**

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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

10/16/2009 **Joinder**
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

10/19/2009 **Motion for Sanctions** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
DEFT NEVADA CONSTRUCTION SERVICES MOTION FOR SANCTIONS PURSUANT TO NRCP 11
[Parties Present](#)
[Minutes](#)
Result: Denied

10/19/2009 **Answer to Counterclaim**
Republic Crane Service LLC's Answer to Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim

10/19/2009 **Answer to Counterclaim**
Republic Crane Service LLC's Answer to Club Vista Financial Services LLC and Tharaldson Motels II Inc's Counterclaim

10/19/2009 **Amended Notice**
Amended Notice of Scott financial Corporation's Motion to Dismiss Club Vista Financial Services, L.L.C. and Tharaldson Motels II, INC's Counterclaim

10/21/2009 **Stipulation for Dismissal**
Stipulation for Dismissal Without Prejudice of Count Nine (Acting in Concert/Civil Conspiracy) Against Zitting Brothers Construction Inc

10/21/2009 **Opposition to Motion**
Opposition to Renewed Motion to Clarify and to Reconsider April 6 2009 Ruling Re Executive Plastering Incs Application for Prejudgment Writ of Attachment

10/21/2009 **Reply to Counterclaim**

10/21/2009 **Reply**
Reply of Counterdefendant John Deere Landscape Inc to Counterclaim of Club Vista Financial Services LLC Tharaldson Motels II Inc and Gary D. Tharaldson

10/21/2009 **Certificate of Service**
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

10/21/2009 **Certificate of Service**
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

10/23/2009 **Acceptance of Service**

10/26/2009 **CANCELED Motion to Dismiss** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated - per Stipulation and Order
Stip and Order received 10/19/09

10/26/2009 **Motion** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
10/26/2009, 11/03/2009
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)
[Parties Present](#)
[Minutes](#)
10/26/2009 Reset by Court to 10/26/2009
Result: Matter Continued

10/26/2009 **Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
Result: Granted

10/26/2009 **Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
LIEN CLAIMANT REPUBLIC CRANE'S JOINDER IN SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II'S COUNTERCLAIM
Result: Granted

10/26/2009 **Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
PLTF AHERN RENTAL'S JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTEL II'S COUNTERCLAIM

10/26/2009 **Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
Result: Granted

10/26/2009 **Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
Result: Granted

10/26/2009 **Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
LIEN CLAIMANT DOORS AND MILLWORKS' JOINDER TO SCOTT FINANCIAL CORP'S MOTION TO DISMISS CLUB VISTA FINANCIAL SERVICES AND THARALDSON MOTELS II' COUNTERCLAIM

10/26/2009 **CANCELED Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated - per Stipulation and Order
Stip and Order received 10/19/09

10/26/2009 **CANCELED Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated - per Stipulation and Order
Stip and Order received

10/26/2009 **All Pending Motions** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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 THARALDSON 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
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

10/29/2009 **Reply to Opposition**
Camco's Reply to Opposition to Renewed Motion for Clarification and Reconsideration

11/02/2009 **CANCELED Motion to Associate Counsel** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated
Order signed

11/02/2009 **CANCELED Motion to Associate Counsel** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated
Order signed

11/02/2009 **Order Granting Motion**
Order Granting Motion to Associate Counsel John Moshier

11/02/2009 **Order Granting Motion**

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Order Granting Motion to Associate Counsel Christine Taradash

11/02/2009 **Order Granting Motion**
Order Granting Motion to Associate Counsel Martin A Aronson

11/04/2009 **Reply**
Counterdefendant Cabinetec Inc.'s Reply to Club Vista Financial Services LLC's Counterclaim

11/04/2009 **Motion to Withdraw As Counsel**
Motion to Withdraw as Counsel

11/04/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Complaint for Damages and to Foreclose Mechanic's Lien (Buchelee, Inc.)

11/04/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228

11/04/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Uintah Investments, LLC Complaint

11/04/2009 **Answer to Interpleader**
Gemstone Development West, Inc.'s Answer to Ready Mix, Inc.'s Statement of Facts Constituting Lien and Complaint for Foreclosure of Mechanics' Lien

11/04/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228 (HA Fabricators, Inc.)

11/04/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228 (Graybar Electric Company, Inc.)

11/04/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228 (PCI Group, LLC)

11/04/2009 **Answer**
Scott Financial Corporation's Answer to Custom Select Billing, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

11/04/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228

11/04/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228

11/04/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228

11/04/2009 **Notice**
Defendant Gemstone Development West, Inc.'s Notice of Consolidation with Case No. 08-A571228

11/04/2009 **Motion to Withdraw As Counsel**

11/05/2009 **Answer**
Scott Financial Corporation's Answer to Hydropressure Cleaning, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

11/06/2009 **Motion to Amend Complaint**
Harsco Corporation's Proposed Second Amended Complaint in Intervention

11/10/2009 **Order Granting**

11/10/2009 **Order**
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

11/10/2009 **Order**

11/10/2009 **Notice of Motion**

11/11/2009 **Notice of Entry**
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 Tharaldson Motels II, Inc.'s Counterclaim

11/12/2009 **Notice of Entry of Order**

11/13/2009 **Stipulation and Order for Dismissal**
Stipulation and Order for Dismissal of Steel Structures, INC.'s Complaint Against Camco Pacific Construction, and Camco's Counterclaim Against Steel Structures, INC.

11/16/2009 **CANCELED Motion to Associate Counsel** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated
Order signed

11/16/2009 **Notice of Entry of Order**
Notice of Entry of Order for Dismissal of Steel Structures Complaint against Camco Pacific Construction and Camcos Counterclaim Against Steel Structures

11/16/2009 **Reply**
Nevada Prefab's Reply to Camco's Counterclaim

11/17/2009 **Notice of Entry of Order**

11/18/2009 **Answer**
Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting a Notice of Lien and Third Party Complaint

11/19/2009 **Mandatory Rule 16 Conference** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

11/23/2009 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
KOCH'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR REPUBLIC CRANE SERVICES LLC
[Parties Present](#)
[Minutes](#)
11/16/2009 Reset by Court to 11/23/2009
Result: Granted

11/23/2009 **Answer to Interpleader**
Gemstone Development West Inc's Answer to PCI Group LLC's Complaint

11/23/2009 **Errata**
Errata to Motion to Withdraw as Counsel

11/25/2009 **Order Granting Motion**
Order Granting Motion to Withdraw as Counsel

11/25/2009 **Order Granting Motion**
Order Granting Motion to Withdraw as Counsel

12/01/2009 **Substitution of Attorney**
Substitution of Attorneys

12/07/2009 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
WATKINS' MOTION TO WITHDRAW AS ATTORNEY OF RECORD FOR INTERVENOR/LIEN CLAIMANT CABINETEC, INC
[Parties Present](#)
[Minutes](#)
Result: Granted

12/07/2009 **Errata**
Errata to Affidavit in Support of Motion to Withdraw as Counsel

12/07/2009 **Notice of Entry**
Notice of Entry of Order

12/08/2009 **Motion to Amend Complaint** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
HARSCO CORP'S MOTION FOR SECOND AMENDED COMPLAINT IN INTERVENTION
[Parties Present](#)
[Minutes](#)
Result: Granted

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12/09/2009 **Motion to Withdraw As Counsel**

12/09/2009 **Notice of Hearing**
Notice of Hearing Re Motion to Withdraw as Counsel on an Order Shortening Time

12/16/2009 **Order Granting Motion**
Order Granting Harsco Corporation's Motion to Amend Complaint in Intervention

12/18/2009 **Summons**
Substitution of Attorney

12/21/2009 **Order Granting Motion**
Order Granting Motion to Withdraw as Counsel

12/21/2009 **Notice of Entry of Order**

12/23/2009 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
CALLISTER'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR PLTF EXECUTIVE PLASTERING INC
[Parties Present](#)
[Minutes](#)
Result: Conditionally Granted

12/23/2009 **Motion to Withdraw As Counsel**
Motion to Withdraw As Counsel

12/23/2009 **Amended Complaint**
Harsco Corporations Second Amended Complaint in Intervention

12/28/2009 **Notice of Entry of Order**

12/29/2009 **Errata**
Errata to Motion to Withdraw as Counsel on an Order Shortening Time

01/08/2010 **Answer to Counterclaim**
Plaintiff/Counter-Defendant HA Fabricators, Inc.'s Answer to APCO Construction's Counterclaim

01/11/2010 **Notice of Dismissal**
Plaintiff In Intervention Inquipco's Notice of Dismissal

01/11/2010 **Notice of Bankruptcy**
Notice of Chapter 7 Bankruptcy Filing and Automatic Stay as to the Masonry Group Nevada Inc

01/11/2010 **Release of Lis Pendens**
Plaintiff in Intervention Inquipco's Release of Lis Pendens

01/19/2010 **Order**
Order Re Motion to Withdraw as Counsel on an Order Shortening Time

01/22/2010 **Notice of Entry of Order**
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.)
GILBERT AND THUESON'S MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR DEFTS GEMSTONE DEVELOPMENT WEST INC, GEMSTONE DEVELOPMENT LLC, AND EDELSTEIN
[Parties Present](#)
[Minutes](#)
Result: Granted

01/26/2010 **Amended Certificate of Mailing**
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 **Consent to Service By Electronic Means**
Pape Rents' Consent to Service by Electronic Means

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

02/04/2010 **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 **Stipulation and Order**
Stipulation and Order of Dismissal of Defendant Nevada Construction Services Without Prejudice

02/12/2010 **Stipulation and Order for Dismissal**
Stipulation and Order for Dismissal without Prejudice of Hydropressure Cleaning, Inc.'s Claims Against Nevada Construction Services Only

02/12/2010 **Suggestion of Bankruptcy**
Suggestion of Bankruptcy Petition Amicus Curiae

02/17/2010 **Consent to Service By Electronic Means**
Consent to Service By Electronic Means

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

02/23/2010 **Interrogatories**
Lenders' Standard Interrogatories to Lien Claimants

02/23/2010 **Consent to Service By Electronic Means**
Consent to Service by Electronic Means

02/26/2010 **Motion for Partial Summary Judgment**
Plaintiff Ahern Rentals, Inc's Motion for Partial Summary Judgment Against Defendant Alex Edelstein Only

03/01/2010 **Motion for Partial Summary Judgment**
Atlas Construction Supply, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

03/02/2010 **Notice of Hearing**
Notice of Hearing on Ahern Rental Inc's Motion for Partial Summary Judgment Against Defendant Alex Edelstein Only

03/02/2010 **Certificate of Service**
Certificate of Service of Notice of Motion for Partial Summary Judgment of Atlas Construction Supply, Inc. Against Gemstone Development West, Inc.

03/04/2010 **Ex Parte Motion**
Ex Parte Motion for Order to Show Cause on Order Shortening Time

03/05/2010 **Errata**
Errata To Order To Show Cause

03/05/2010 **Notice of Intent to Take Default**
Three Day Notice of Intent to Enter Default Against HA Fabricators, Inc. on Counterclaim Asserted by APCO Construction

03/05/2010 **Notice of Intent to Take Default**
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.

03/08/2010 **Substitution of Attorney**
Substitution of Attorney

03/08/2010 **Objection**
Scott Financial Corporation's Objection To Written Discovery Requests To Gemstone Development West., Inc.

03/09/2010 **Show Cause Hearing** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)

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HEARING RE: SHOW CAUSE WHY LIENHOLDERS NOT PARTICIPATING IN CONSOLIDATED ACTION SHOULD NOT BE HELD IN CONTEMPT

[Parties Present](#)

[Minutes](#)

Result: Granted in Part

03/09/2010 **Affidavit**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit of Service**

Affidavit of Service

03/09/2010 **Affidavit of Service**

Affidavit of Due Diligence

03/09/2010 **Affidavit of Service**

Affidavit of Due Diligence

03/09/2010 **Affidavit of Service**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit**

Affidavit of Due Diligence

03/09/2010 **Affidavit of Service**

Affidavit of Due Diligence

03/09/2010 **Affidavit of Service**

Affidavit of Due Diligence

03/09/2010 **Affidavit of Due Diligence**

Affidavit of Due Diligence

03/09/2010 **Affidavit**

Affidavit of Service

03/09/2010 **Affidavit of Service**

Affidavit of Service

03/09/2010 **Affidavit of Service**

Affidavit of Service

03/09/2010 **Errata**

Errata To Order To Show Cause

03/09/2010 **Joinder**

Zitting Brothers Construction, Inc.'s Joinder to APCA Construction's Objection to Lenders' Standard Interrogatories to Lien Claimants

03/09/2010 **Affidavit**

Affidavit of Service re: Arch Aluminum c/o The Corporation trust Company of Nevada as Resident Agent

03/10/2010 **Affidavit**

Affidavit of Service

03/10/2010 **Affidavit**

Affidavit of Service

03/10/2010 **Early Case Conference Disclosure Statement**

Early Case Conference Disclosure Statement

03/10/2010 **Notice of Change of Address**

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**

Scott Financial Corporation's Opposition To Atlas Construction Supply, Inc.'s Motion For Partial Summary Judgment Against Gemstone

Development West, Inc.

03/17/2010 **Opposition**

Scott Financial Corporation's Opposition To Ahern Rentals, Inc.'s Motion For Partial Summary Judgement Against Defendant Alex Edelstein

03/19/2010 **Opposition to Motion For Summary Judgment**

Defendant's Opposition to Ahern Rental Inc.'s Motion For Partial Summary Judgment Against Alex Edelstein Only

03/22/2010 **Errata**

Third Errata to Order to Show Cause

03/23/2010 **Answer to Third Party Complaint**

Scott Financial Corporation's Answer to Northstar Concrete, Inc.'s Statement of Facts Constituting Lien and Complaint in Intervention

03/23/2010 **Substitution of Attorney**

Substitution of Counsel

000028

03/25/2010 **Joinder**
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.

03/25/2010 **Reply to Opposition**
Reply to Scott Financial Corporation's Opposition to Ahern's Motion for Partial Summary Judgment

03/25/2010 **Reply to Opposition**
Reply to Defendant Edelstein's Opposition to Ahern's Motion for Partial Summary Judgment

03/25/2010 **Answer to Crossclaim**
Scott Financial Corporation's Answer to Renaissance Pools & Spas, Inc.'s Statement of Facts Constituting Lien Claim

03/26/2010 **Certificate of Mailing**
Certificate of Mailing

03/26/2010 **Default**
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

03/26/2010 **Default**
(set aside 04-28-10) Default Against HA Fabricators, Inc. on Counterclaim Asserted by APCO Construction

03/29/2010 **Order Granting**
Order Granting Defendant Scott Financial Corporation's Application for Order to Show Cause

03/30/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Pltf. Ahern Rentals Inc.'s Motion for Partial Summary Judgment Against Deft. Edelstein Only
[Parties Present](#)
[Minutes](#)
Result: Granted in Part

03/30/2010 **Reply**
Atlas Construction Supply, Inc.'s Reply Brief In Support of Its Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

03/31/2010 **Motion for Substitution**
Arch Aluminum's Motion to Substitute Proper Party Pursuant to NRCP 25

04/01/2010 **Notice of Lis Pendens**
Cactus Rose Construction's Notice of Lis Pendens

04/01/2010 **Statement of Facts Constituting Lien**
A587168 Cactus Rose Construction's Statement of Facts Constituting Notice of Lien and Complaint

04/02/2010 **Certificate of Service**
Certificate of Service of Arch Aluminum's Motion to Substitute Proper Party Pursuant to NRCP 25

04/05/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
04/05/2010, 04/13/2010
Pltf. Atlas Construction Supply, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.
[Parties Present](#)
[Minutes](#)
Result: Matter Continued

04/05/2010 **Notice of Lis Pendens**
Interstate Plumbing & Air Conditioning's Notice of Lis Pendens

04/05/2010 **Statement of Facts Constituting Lien**
A587168 Interstate Plumbing & Air Conditioning's Statement of Facts Constituting Notice of Lien and Complaint

04/05/2010 **Consent to Service By Electronic Means**
Consent to Service by Electronic Means

04/05/2010 **Voluntary Dismissal**
HD Supply Waterworks LLP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice

04/05/2010 **Response**
Atlas Construction Supply, Inc.'s Answers to Lenders' Standard Interrogatories to Lien Claimants

04/07/2010 **Early Case Conference Disclosure Statement**
Early Case Conference Disclosure Statement

04/07/2010 **Consent to Service By Electronic Means**
Consent for Service by Electronic Means

04/07/2010 **Consent to Service By Electronic Means**
Consent to Service by Electronic Means

04/07/2010 **Notice of Compliance**
Insulpro Projects, Inc.'s First Notice of Compliance

04/07/2010 **Miscellaneous Filing**
APCO Construction's Designation of Documents Supporting the Perfection of Lien, Commencement of Construction and Lien Priority

04/07/2010 **Response**
Ferguson Fire & Fabrication, Inc.'s Responses to Lenders' Standard Interrogatories to Lien Claimants

04/07/2010 **Production of Documents**
Scott Financial Corporation's Production of Documents Pursuant to Case Management Order

04/07/2010 **Response**
Scott Financial Corporation's Responses to Lien Claimant's Standard Interrogatories

04/07/2010 **Response**
Scott Financial Corporation's Responses to Lien Claimant's Standard Interrogatories

04/07/2010 **Response**
Scott Financial Corporation's Responses to Lien Claimant's Standard Request for Admissions

04/08/2010 **Disclosure of Documents and Witnesses Pursuant to NRCP 16.1**
Lien Claimant Cell-Crete Fireproofing's Initial Disclosure of Documents and Witnesses

04/08/2010 **Affidavit of Service**
Affidavit of Service

04/08/2010 **Affidavit of Service**
Affidavit of Service

04/08/2010 **Affidavit of Service**
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04/08/2010 **Affidavit of Service**
Affidavit of Service

04/09/2010 **Consent to Service By Electronic Means**
Consent to Service by Electronic Means

04/09/2010 **Early Case Conference Disclosure Statement**
Early Case Conference Disclosure Statement

04/09/2010 **Notice of Intent to Take Default**
Notice of Intent to Default

04/13/2010 **Show Cause Hearing** (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.)
Result: Matter Heard

04/13/2010 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

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04/13/2010 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

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 **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 **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.

[Parties Present](#)

[Minutes](#)

Result: Matter Heard

04/13/2010 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure (NRS Chapter 19)

04/13/2010 **Notice of Appearance**
Notice of Appearance and Response to Order Granting Defendant Scott Financial Corporation's Application for Order to Show Cause

04/13/2010 **Answer and Counterclaim**
A587168 Answer to Cactus Rose's Statemant of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc's Counterclaim

04/13/2010 **Answer and Counterclaim**
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

04/13/2010 **Affidavit of Service**
Affidavit of Service

04/13/2010 **Affidavit of Service**
Affidavit of Service

04/13/2010 **Affidavit of Service**
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04/13/2010 **Affidavit of Service**
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04/13/2010 **Affidavit of Service**
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04/13/2010 **Affidavit of Service**
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04/13/2010 **Affidavit of Service**
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04/13/2010 **Affidavit of Service**
Affidavit of Service

04/13/2010 **Affidavit of Service**
Affidavit of Service

04/13/2010 **Affidavit of Due Diligence**
Affidavit of Due Diligence

04/13/2010 **Affidavit of Service**
Affidavit of Service

04/14/2010 **Verification**
Verification of Lien Claimant, Wiss, Janney, Elstner Associates, Inc.'s Response to Lenders' Standard Interrogatories to Lien Claimants

04/14/2010 **Verification**
Verification of Scott Financial Corporation's Responses to Lien Claimant's Standard Interrogatories

04/14/2010 **Affidavit of Service**
Affidavit of Service Re: Westward Ho, LLC

04/14/2010 **Affidavit of Service**
Affidavit of Service Re: Jensen Enterprises, Inc.

04/14/2010 **Receipt of Copy**
Receipt of Copy

04/15/2010 **Amended**
E&E Fire Protection, LLC's Amended Notice of Pendency of Action

04/15/2010 **Amended**
Noorda Sheet Metal Company's Second Amended Notice of Pendency of Action

04/15/2010 **Amended**
Professional Doors and Millworks, LLC's Amended Notice of Pendency of Action

04/15/2010 **Amended**
The Pressure Grout Company's Amended Notice of Pendency of Action

04/15/2010 **Amended**
Dave Peterson Framing, Inc.'s Amended Notice of Pendency of Action

04/15/2010 **Motion for Summary Judgment**
Lien Claimant Fast Glass, Inc.'s Motion for Summary Judgment Against Gemstone Development West, Inc.

04/15/2010 **Answer to Counterclaim**
Accuracy Glas & Mirror Company, Inc's Answer to Camco Pacific Construction Company's Counterclaim

04/15/2010 **Answer to Counterclaim**
Buchele, Inc's Answer to Camco Pacific Construction Company's Counterclaim

04/15/2010 **Answer to Counterclaim**
WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc's Counterclaim

04/15/2010 **Answer to Counterclaim**
Heinaman Contract Glazing's Answer to Camco Pacific Construction Company, Inc.'s Counterclaim

04/16/2010 **Statement of Facts Constituting Lien**
Sunstate Companies, Inc.'s Statement of Facts Constituting Lien

04/19/2010 **Consent to Service By Electronic Means**
Consent to Service by Electronic Means

04/19/2010 **Notice**
Notice to All Parties

04/20/2010 **Stipulation and Order**
Stipulation and Order

04/20/2010 **Stipulation and Order**
Stipulation and Order

04/21/2010 **Consent to Service By Electronic Means**
Ahern Rentals, Inc's Consent to Service by Electronic Means

04/21/2010 **Notice of Entry**
Notice of Entry of Stipulation and Order

04/21/2010 **Order to Show Cause**

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Order to Show Cause

04/21/2010 **Notice of Entry**
Notice of Entry of Stipulation and Order

04/21/2010 **Answer to Third Party Complaint**
Answer to Harsco Corporation's Second Amended Complaint

04/22/2010 **Reply to Counterclaim**
Selectbuild Nevada, Inc.'s Reply to Counterclaim of Camco Pacific Construction Company, Inc.

04/22/2010 **Miscellaneous Filing**
Hydropressure Cleaning, Inc.'s Designation of Documents Supporting the Perfection of Lien, Commencement of Construction and Lien Priority

04/22/2010 **Miscellaneous Filing**
Custom Select Billing, Inc.'s Designation of Documents Supporting the Perfection of Lien, Commencement of Construction and Lien Priority

04/23/2010 **Statement of Facts Constituting Lien**
S.R. Bray Corp.'s Statement of Facts and Complaint in Intervention

04/23/2010 **Statement**
SWPPP Compliance Solutions, LLC's Statement of Facts and Complaint

04/23/2010 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

04/23/2010 **Verification**
Verification of Tri-City Drywall, Inc.'s Responses to Lenders' Standard Interrogatories to Lien Claimants

04/26/2010 **Answer to Third Party Complaint**
Answer to HD Supply & Waterworks' LPs Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc's Counterclaim

04/26/2010 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

04/27/2010 **Stipulation and Order**
Stipulation and Order for Extension of Time

04/27/2010 **Response**
Defendant's Response to Order to Show Cause

04/28/2010 **Answer and Counterclaim**
APCO Construction's Answer to Interstate Plumbing & Air Conditioning's Statement of Facts Constituting Notice of Lien and Complaint; Counterclaim and Cross-Claim

04/28/2010 **Amended Answer**
Camco's Amended Answer to HD Supply & Waterworks' LP's Statement of Facts Constituting Lien and Third Party-Complaint

04/28/2010 **Stipulation and Order**
Stipulation and Order Setting Aside Default Against HA Fabricators, Inc. on Counterclaim Asserted by APCO Construction

04/29/2010 **Notice of Voluntary Dismissal With Prejudice**
Notice of Voluntary Dismissal of Accuracy Glass & Mirror Company and Employers Mutual Casualty Company With Prejudice

04/29/2010 **Notice of Change of Address**
Notice of Change of Address

04/30/2010 **Motion to Consolidate**
APCO Construction's Motion to Consolidate Case No. A-10-608717 with Pending Action

05/03/2010 **Motion for Substitution** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
LIEN CLAIMANT ARCH ALUMINUM AND GLASS COMPANY'S MOTION TO SUBSTITUTE PROPER PARTY PURSUANT TO NRCP 25
[Parties Present](#)
[Minutes](#)

Result: Granted

05/04/2010 **Order**
Order Partially Granting Plaintiff/Lien Claimant Ahern Rentals, Inc.'s Motion for Partial Summary Judgment Against Alex Edelstein Only

05/04/2010 **Motion to Consolidate**
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

05/04/2010 **Notice of Entry of Order**
Notice of Entry of Order

05/04/2010 **Motion for Partial Summary Judgment**
Interstate Plumbing & Air Conditioning, LLC's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/04/2010 **Motion for Partial Summary Judgment**
Buchele, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/04/2010 **Motion for Partial Summary Judgment**
Accuracy Glass & Mirror Company, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/04/2010 **Motion for Partial Summary Judgment**
Bruin Painting Corporation's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/04/2010 **Motion for Partial Summary Judgment**
Cactus Rose Construction, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/04/2010 **Motion for Partial Summary Judgment**
S.R. Bray Corp. D/B/A Power Plus' Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/04/2010 **Motion for Partial Summary Judgment**
Heinaman Contract Glazing's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/04/2010 **Motion for Partial Summary Judgment**
HD Supply Waterworks, LP's Motion for Summary Judgment Against Gemstone Development West, Inc.

05/05/2010 **Show Cause Hearing** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
05/05/2010, 05/17/2010
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)
[Parties Present](#)
[Minutes](#)

Result: Matter Continued

05/05/2010 **Consent to Service By Electronic Means**
Consent to Service by Electronic Means

05/05/2010 **Motion for Partial Summary Judgment**
WRG Design Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/05/2010 **Motion for Partial Summary Judgment**
Helix Electric's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/06/2010 **Notice of Entry**
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.

05/06/2010 **Motion for Partial Summary Judgment**
Harsco Corporation's Motion for Partial Summary Judgment

05/06/2010 **Errata**
Errata to Accuracy Glass & Mirror Company, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/06/2010 **Errata**
Errata to Helix Electric's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/06/2010 **Errata**
Errata to HD Supply Waterworks, LP's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/06/2010 **Joinder To Motion**
Patent Construction Systems, A Division of Harsco Corporation's Joinder to Harsco Corporation's Motion for Partial Summary Judgment

05/06/2010 **Joinder To Motion**
EZA, P.C. dba Oz Architecture of Nevada, Inc.'s Joinder to Harsco Corporation's Motion for Partial Summary Judgment

05/06/2010 **Motion for Partial Summary Judgment**
SWPP Compliance Solutions' Motion for Partial Summary Judgment against Gemstone Development West, Inc.

05/07/2010 **Opposition**

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05/07/2010 | *Scott Financial Corporation's Opposition to Fast Glass, Inc.'s Motion for Summary Judgment against Gemstone Development, West, Inc.*

05/07/2010 **Statement of Facts Constituting Lien**
S.R. Bray Corp.'s Amended Statement of Facts and Complaint in Intervention

05/07/2010 **Notice of Lis Pendens**
S.R. Bray Corp.'s Notice of Lis Pendens

05/08/2010 **Substitution of Attorney**
Substitution of Attorney A571228

05/10/2010 **Notice of Lis Pendens**
SWPP Compliance Solutions, LLC's Notice of Lis Pendens

05/10/2010 **Statement of Facts Constituting Lien**
SWPPP Compliance Solutions, LLC's Amended Statement of Facts and Complaint

05/10/2010 **Order Shortening Time**
Application for Order Shortening Time for Hearings on Certain Motions for Partial Summary Judgment

05/10/2010 **Motion for Partial Summary Judgment**
Renaissance Pools and Spas, Inc.'s Motion for Partial Summary Judgment

05/11/2010 **Order Granting Motion**
Order Granting Arch Aluminum & Glass Company's Motion to Substitute Proper Party Pursuant to NRCP 25

05/11/2010 **Ex Parte Motion for Enlargement of Time**
Ex Parte Motion for Enlargement of Time to Serve Defendant Selin Cisneros and Petition for Service by Publication

05/12/2010 **Notice of Entry**
Notice of Entry of Order Granting Arch Aluminum & Glass Company's Motion to Substitute Proper Party Pursuant to NRCP 25

05/13/2010 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order Setting Aside Default Against HA Fabricators, Inc. on Counterclaim Asserted by APCO Construction

05/13/2010 **Motion for Partial Summary Judgment**
Arch Aluminum and Glass, LLC's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/13/2010 **Motion for Partial Summary Judgment**
Arch Aluminum And Glass, LLC's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/13/2010 **Motion for Partial Summary Judgment**
Selectbuild Nevada, Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West, Inc.

05/13/2010 **Order**
Order Deconsolidating and Remanding Case No. A584960

05/13/2010 **Ex Parte Motion**
Ex Parte Motion for Order Shortening Time Re: Harsco Corporatio's Motion for Partial Summary Judgment and Joinders Thereto

05/14/2010 **Application**
Application for Order Shortening Time for Hearing on Renaissance Pools and Spas, Inc.'s Motion for Partial Summary Judgment (and Order Granting Application)

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to Accuracy Glass & Mirror Company, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to Bruin Painting Corporation's Motion for Summary Judgment Against Gemstone Development West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to Buchelle, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to Cactus Rose Construction, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to HD Supply Waterworks LP's Motion for Partial Summary Judgment West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to Heinaman Contract Glazing's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to Helix Elecric's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to Interstate Plumbing & Air Conditioning LLC's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to S.R. Bray Corp.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to SWPPP's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/14/2010 **Opposition to Motion**
Scott Financial Corporation's Opposition to WRG Design, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/17/2010 **Motion for Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Lien Claimant Fast Glass Inc.'s Motion for Summary Judgment Against Gemstone Development West Inc.
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Interstate Plumbing & Air Conditioning LLC's Motion for Partial Summary Judgment Against Gemstone Development West Inc.
06/07/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Buchehe Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc.
06/07/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Accuracy Glass & Mirror Company Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc.
06/07/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Bruin Painting Corporation's Motion for Partial Summary Judgment Against Gemstone Development West Inc.
06/07/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Cactus Rose Construction Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc.
06/07/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
S.R. Bray Corp's Motion for Partial Summary Judgment Against Gemstone Development West Inc.
06/07/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Heinaman Contract Glazing's Motion for Partial Summary Judgment Against Gemstone Development West Inc.
06/07/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
HD Supply Waterworks LP's Motion for Summary Judgment Against Gemstone Development West Inc.
06/07/2010 Reset by Court to 05/17/2010
Result: Granted in Part

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05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
WRG Design Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West Inc.
06/08/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Helix Electric's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.
06/08/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Harsco Corporation's Motion for Partial Summary Judgment as to Causes of Action I, III, and IV Only
06/08/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Patent Construction Systems' Joinder to Harsco Corporation's Motion for Partial Summary Judgment
06/08/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
EZA, P.C.'s Joinder to Harsco Corporation's Motion for Partial Summary Judgment
06/08/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
SWPP Compliance Solutions' Motion for Partial Summary Judgment against Gemstone Development West Inc.
06/08/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Renaissance Pools and Spas, Inc.'s Motion for Partial Summary Judgment
06/14/2010 Reset by Court to 05/17/2010
Result: Granted in Part

05/17/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Against Gemstone Development West Inc.
Result: Granted in Part

05/17/2010 **CANCELED Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated - On In Error duplicate

05/17/2010 **All Pending Motions** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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 Development West Inc...
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

05/17/2010 **Opposition**
Limited Opposition to Motion to Consolidate Case No. A-10-608717 with Pending Action

05/17/2010 **Answer**
Scott Financial Corporation's Answer to Interstate Plumbing & Air Conditioning's Statement of Facts Constituting Lien Claim

05/17/2010 **Answer**
Scott Financial Corporation's Answer to Cactus Rose Construction's Statement of Facts Constituting Lien Claim

05/18/2010 **Motion for Summary Judgment**
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)

05/18/2010 **Motion for Summary Judgment**
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)

05/19/2010 **Document Filed**
Insulpro Projects, Inc.'s Designation of Documents Supporting The Perfection of Lien, Commencement of Construction and Lien Priority

05/20/2010 **Certificate of Service**
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)

05/20/2010 **Certificate of Service**
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)

05/21/2010 **Certificate of Mailing**
Certificate of Mailing

05/21/2010 **Order Granting Motion**
Order Granting Harsco's Ex Parte Motion for Enlargement of Time to Serve Defendant Selina Cisneros and Petition for Service By Publication

05/21/2010 **Opposition**
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

05/21/2010 **Errata**
Errata to SWPPP Compliance Solutions' Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/21/2010 **Errata**
Errata to S.R. Bray Corp. d/b/a Power Plus' Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

05/24/2010 **Miscellaneous Filing**
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

05/25/2010 **Notice of Entry of Order**
Notice of Entry of Order

05/26/2010 **Certificate of Service**
Certificate of Service

05/26/2010 **Order**
Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaims, and Entering Default

05/28/2010 **Motion for Summary Judgment**
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**
Stipulation and Order to Continue Hearing on APCO Construction's Motion to Consolidate Case No. A-10-608717 with Pending Action

06/02/2010 **Notice of Entry**
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

06/03/2010 **Stipulation and Order to Amend**
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

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06/03/2010 **Miscellaneous Filing**
Pape Matrial Handling Designation of Documents Supporting Petrfection of Lien

06/03/2010 **Miscellaneous Filing**
Steel Structures Designation of Documents Supporting Perfection of Lien

06/03/2010 **Miscellaneous Filing**
Nevada Prefab Engineers Designation of Documents Supporting Perfection of Lien

06/08/2010 **Amended Answer**
Second Amended Answer to Nevada Prefab Engineers' Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company's Counterclaim

06/08/2010 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order

06/08/2010 **Motion for Summary Judgment**
Atlas Construction Supply, Inc.'s Motion For Summary Judgment Regarding The Commencement Of Work And Priority Of Its Mechanic's Lien

06/09/2010 **Miscellaneous Filing**
Plaintiff, Wiss, Janney, Elstner Associates, Inc.'s Designation of Documents Supporting the Perfection of Lien, Commencement of Construction and Lien Priority

06/10/2010 **Certificate of Service**
Certificate Of Service Of Notice Of Motion

06/10/2010 **Memorandum of Costs and Disbursements**
Graybar Electirc Company's Memorandum of Costs and Disbursements

06/10/2010 **Notice of Dismissal Without Prejudice**
Northstar Concrete, Inc.'s Notice of Dismissal Without Prejudice as to Platte River Insurance Company Only

06/10/2010 **Motion for Partial Summary Judgment**
Ferguson Fire & Fabrication, Inc.'s Motion for Partial Summary Judgment Regarding Perfection, Validity, and Priority of its Mechanic's Lien

06/10/2010 **Motion for Partial Summary Judgment**
Insulpro Project, Inc.'s Motion for Partial Summary Against Gemstone Development, Inc., Apco Construction and Camco Pacific Construction Co., Inc.

06/10/2010 **Motion for Summary Judgment**
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.

06/10/2010 **Motion for Partial Summary Judgment**
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

06/10/2010 **Motion for Summary Judgment**
Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens

06/10/2010 **Motion for Summary Judgment**
Plaintiff-In-Intervention, Tri-City Drywall, Inc.'s Motion For Summary judgment Against Gemstone Development West, Inc.

06/10/2010 **Motion for Summary Judgment**
Las Vegas Pipeline's Motion for Summary Judgment Against Gemstone Development West, Inc.

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

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 **Opposition to Motion For Summary Judgment**
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**
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 **Opposition to Motion**
Scott Financial Corporation's Opposition to Selectbuild Nevada, Inc.'s Motion for Partial Summary Judgment against Defendant Gemstone Development West, Inc.

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
Pltf. Selectbuild Nevada Inc.'s Motion for Partial Summary Judgment Against Defendant Gemstone Development West Inc.
[Parties Present](#)
[Minutes](#)
07/12/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: 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**
Scott Financial Corporation's Omnibus Supplement to its Opposition to the Motions for Summary Judgment against Gemstone Development West, Inc.

06/16/2010 **Motion to Consolidate** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Pltf. APCO Construction's Motion to Consolidate A608717 Into A571228
06/01/2010 Reset by Court to 06/16/2010
Result: Granted

06/16/2010 **Motion to Consolidate** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
06/07/2010 Reset by Court to 06/16/2010
Result: Granted

06/16/2010 **Status Check** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Status Check: Set Date Certain
Result: Matter Heard

06/16/2010 **All Pending Motions** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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.
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

06/16/2010 **Notice of Hearing**
Amended Notice of Motion for Partial Summary Judgment as to Priority of Liens

06/18/2010 **Notice**
Notice of Change of Address, Telephone Number and Facsimile Number

06/18/2010 **Certificate of Mailing**
Certificate of Mailing

06/18/2010 **Affidavit in Support**
Affidavit of Brian K. Walters in Support of Application for Default Against Defendant Gemstone Development West, Inc.

06/18/2010 **Application for Entry of Default**
Plaintiff/Lien Claimant Selectbuild Nevada, Inc.'s Application for Entry of Default Against Defendant Gemstone Development West, Inc.

06/18/2010 **Findings of Fact, Conclusions of Law and Order**

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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.

06/18/2010 **Notice of Change of Hearing**
Notice of Change of Hearing

06/18/2010 **Motion for Partial Summary Judgment**
Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Regarding Priority Among Lien Claimants Order Shortening Time

06/21/2010 **Joinder to Motion For Partial Summary Judgment**
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

06/21/2010 **Order Granting**
Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West

06/22/2010 **Motion for Summary Judgment**
Apco's Motion for Summary Judgment on Priority

06/22/2010 **Joinder to Motion For Summary Judgment**
Atlas Construction Supply, Inc.'s Joinder To APCO's Motion For Summary Judgment On Priority

06/22/2010 **Order Granting**
Order Granting Scott Financial Corporation's Order to Show Cause

06/22/2010 **Joinder To Motion**
Insulpro Projects, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority

06/23/2010 **Notice of Entry of Order**
Notice of Entry of Joint Order Granting, In Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West

06/23/2010 **Affidavit of Publication**
Affidavit of Publication

06/23/2010 **Joinder to Motion For Summary Judgment**
Granite Construction Company's Joinder to APCO's Motion for Summary Judgment on Priority

06/24/2010 **Certificate of Service**
Certificate of Service of Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Regarding Priority Among Lien Claimants Order Shortening Time

06/24/2010 **Notice of Entry of Order**
Notice of Entry of Order Granting Scott Financial Corporation's Order to Show Cause

06/24/2010 **Notice of Entry of Order**
Notice of Entry of Order

06/24/2010 **Joinder to Motion For Summary Judgment**
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

06/24/2010 **Joinder to Motion For Summary Judgment**
Ferguson Fire And Fabrication, Inc.'s Joinder To APCO's Motion For Summary Judgment On Priority

06/25/2010 **Order**
Order Consolidating Cases A-10-608718 and A-10-606730 into Case Number A-08-571228

06/25/2010 **Joinder to Motion For Summary Judgment**
Plaintiff/Lien Claimant Selectbuild Nevada, Inc.'s Joinder to Apco Construction's Motion for Summary Judgment on Priority

06/28/2010 **Notice of Entry of Order**
Notice of Entry of Order

06/28/2010 **Opposition to Motion For Summary Judgment**
Camco's Opposition to Insulpro's Motion for Summary Judgment

06/28/2010 **Joinder to Motion For Summary Judgment**
Fast Glass, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority

06/28/2010 **Joinder to Motion For Summary Judgment**
Las Vegas Pipeline's Joinder in Apco's Motion for Summary Judgment on Priority

06/28/2010 **Joinder to Motion For Summary Judgment**
Camco's Joinder to Apco's Motion for Summary Judgment on Priority

06/28/2010 **Joinder to Motion For Summary Judgment**
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

06/28/2010 **Opposition to Motion**
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

06/28/2010 **Joinder To Motion**
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)

06/29/2010 **Summons**
Summons - Civil

06/29/2010 **Summons**
Summons - Civil

06/29/2010 **Summons**
Summons - Civil

06/29/2010 **Summons**
Summons - Civil

06/29/2010 **Acceptance of Service**
Acceptance of Service by Scott Financial Corporation

06/29/2010 **Acceptance of Service**
Acceptance of Service by Scott Financial Corporation

06/29/2010 **Acceptance of Service**
Acceptance of Service by Scott Financial Corporation

06/29/2010 **Acceptance of Service**
Acceptance of Service by Scott Financial Corporation

06/29/2010 **Acceptance of Service**
Acceptance of Service by Scott Financial Corporation

06/29/2010 **Joinder to Motion For Summary Judgment**
Plaintiff, Wiss, Janney, Elstner Associates, Inc.'s Joinder to Apco's Motion for Summary Judgment on Priority

06/29/2010 **Opposition to Motion For Summary Judgment**
Scott Financial Corporation's Opposition to Cell-Crete Fireproofing of Nevada, Inc.'s Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

06/29/2010 **Opposition to Motion For Summary Judgment**
Scott Financial Corporation's Opposition to Tri-City Drywall, Inc.'s Motion for Summary Judgment Against Gemstone Development West, Inc.

06/29/2010 **Opposition to Motion For Summary Judgment**
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

06/29/2010 **Answer to Third Party Complaint**
Camco's Answer to SWPPP's Amended Complaint

06/29/2010 **Opposition to Motion For Summary Judgment**
Scott Financial Corporation's Opposition to Las Vegas Pipeline, LLC's Motion for Summary Judgment Against Gemstone Development West, Inc.

07/01/2010 **Stipulation and Order for Dismissal With Prejudice**
Stipulation and Order for Dismissal With Prejudice Of Claims Asserted By Select Build Nevada, Inc. Against APCO Construction

07/01/2010 **Notice of Entry of Stipulation & Order for Dismissal**
Notice of Entry of Stipulation & Order for Dismissal with Prejudice of Claims Asserted by Select Build Nevada, Inc. Against APCO Construction

07/01/2010 **Joinder to Opposition to Motion**
Granite Construction Company's Joinder to APCO's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority of Liens

07/01/2010 **Joinder to Opposition to Motion**
Las Vegas Pipeline's Joinder in Apco's Opposition to Scott Financial's Motion for Partial Summary Judgment as to Priority of Liens

07/01/2010 **Joinder to Motion For Summary Judgment**
Graybar Electric Company's Joinder to Apco's Motion for Summary Judgment on Priority

07/01/2010 **Joinder to Motion For Summary Judgment**

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Northstar Concrete, Inc.'s Joinder to Apco's Motion for Summary Judgment on Priority

07/01/2010 **Opposition to Motion For Summary Judgment**
APCO's Opposition to Scott Financial's Motion For Partial Summary Judgment as to Priority of Liens

07/02/2010 **Reply**
Reply to Scott's Opposition to Motions for Partial Summary Judgment Filed on Behalf of All Lien Claimants

07/02/2010 **Joinder to Opposition to Motion**
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

07/02/2010 **Order**
Order Re-Setting Hearing Dates

07/02/2010 **Joinder to Motion For Summary Judgment**
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

07/02/2010 **Joinder to Motion For Partial Summary Judgment**
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

07/02/2010 **Response**
Club Vista Financial Services, LLC, Tharaldson Motels II, Inc. and Gary D. Tharaldsons' Response to APCO's Motion for Summary Judgment on Priority

07/02/2010 **Reply to Motion**
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

07/06/2010 **Brief**
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

07/06/2010 **Reply**
Selectbuild Nevada, Inc.'s Reply Brief in Support of Motion for Partial Summary Judgment against Defendant Gemstone Development West, Inc.

07/07/2010 **Joinder to Opposition to Motion**
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

07/07/2010 **Joinder to Opposition to Motion**
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

07/07/2010 **Counter-motion For Partial Summary Judgment**
APCO's Opposition to Insulpro Projects, Inc.'s Motion for Partial Summary Judgment and Counter-motion for Summary Judgment

07/08/2010 **Consent to Service By Electronic Means**
Steel Structures Consent to Service by Electronic Means

07/08/2010 **Consent to Service By Electronic Means**
Nevada Prefab Consent to Service by Electronic Means

07/08/2010 **Notice**
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

07/08/2010 **Joinder to Opposition to Motion**
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

07/08/2010 **Joinder to Opposition to Motion**
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

07/09/2010 **Joinder**
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

07/09/2010 **Order Granting Motion**
Order Granting Apco Construction's Motion to Consolidate Case No. A10-608717 with Pending Action

07/11/2010 **Reply to Opposition**
Insulpro Project, Inc.'s Reply to Camco's Opposition to Insulpro's Motion for Partial Summary Judgment

07/11/2010 **Reply to Opposition**
Insulpro Project, Inc.'s Reply to Apco's Opposition to Insulpro's Motion for Partial Summary Judgment

07/13/2010 **Notice of Entry of Order**
Notice of Entry of Order Granting APCO Construction's Motion to Consolidate Case No. A-10-608717 with Pending Action

07/14/2010 **Notice**
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.

07/16/2010 **Default**
Default on Defendant-In-Intervention Gemstone Development West, Inc.

07/16/2010 **Default**
Default on Defendant-In-Intervention Concrete Visions, Inc.

07/16/2010 **Joinder**
Steel Structures, Inc. and Nevada Prefab Engineers, Inc.'s Joinder to Apco Construction's Motion for Summary Judgment on Priority

07/16/2010 **Joinder**
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

07/19/2010 **Answer to Amended Complaint**
Scott Financial Corporation's Answer to S.R. Bray dba Power Plus' Amended Statement of Facts and Complaint in Intervention

07/19/2010 **Joinder to Motion For Summary Judgment**
Renaissance Pools And Spas's Joinder To Apco's Motion For Summary Judgment On Priority

07/19/2010 **Joinder**
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

07/19/2010 **Joinder**
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

07/19/2010 **Notice of Entry of Default**
Notice of Entry of Default on Defendant-In-Intervention Concrete Visions, Inc.

07/19/2010 **Notice of Entry of Default**
Notice of Entry of Default on Defendant-In-Intervention Gemstone Development, Inc.

07/20/2010 **Reply to Opposition**
APCO's Reply to Insulpro Projects, Inc.'s Opposition to APCO's Counter-motion for Summary Judgment

07/20/2010 **Joinder to Opposition to Motion**
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

07/20/2010 **Joinder to Opposition to Motion**
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

07/20/2010 **Reply in Support**
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)

07/20/2010 **Reply**
Ferguson Fire & Fabrication, Inc.'s Reply In Support Of Motion For Partial Summary Judgment Regarding Perfection, Validity, And Priority Of Its Mechanic's Lien

07/21/2010 **Memorandum of Costs and Disbursements**
Northstar Concrete, Inc.'s Memorandum of Costs and Disbursements

07/21/2010 **Joinder to Opposition to Motion**

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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

07/21/2010 **Reply in Support**
Scott Financial Corporation's Reply Brief in Support of the Motion for Partial Summary Judgment as to Priority of Liens

07/21/2010 **Reply in Support**
Reply in Support of APCO's Motion for Summary Judgment on Priority

07/21/2010 **Joinder**
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

07/21/2010 **Joinder**
Zitting Brothers Construction, Inc.'s Joinder to Reply to Scott Financial's Opposition to Motions for Parital Summary Judgment

07/21/2010 **Joinder**
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

07/22/2010 **Joinder**
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

07/22/2010 **Joinder to Motion For Partial Summary Judgment**
Zitting Brothers Constructin, inc.'s Joinder to APCO Construction's Motion for Parital Summary Judgment as to Priority of Liens

07/22/2010 **Joinder to Opposition to Motion**
RENAISSANCE POOLS AND SPASÿ JOINDER TO APCOÿS OPPOSITION TO SCOTT FINANCIAL CORPORATIONÿS MOTION FOR SUMMARY JUDGMENT ON PRIORITY

07/22/2010 **Response**
Arch Aluminum and Glass, LLC's Response to APCO's Motion for Summary Judgment on Priority

07/23/2010 **Stipulation and Order**
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.

07/26/2010 **Reply to Counterclaim**
Nevada Prefab Engineers Reply to Camco Pacific Construction's Second Amended Answer and Counterclaim

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
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)
06/21/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
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)
06/21/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
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)
06/29/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Atlas Construction Supply, Inc.'s Motion for Summary Judgment Regarding The Commencement Of Work And Priority Of Its Mechanic's Lien
07/12/2010 Reset by Court to 07/27/2010
07/13/2010 Reset by Court to 07/12/2010
Result: Under Advisement

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Ferguson Fire & Fabrication, Inc's Motion for Partial Summary Judgment Regarding Perfection, Validity, and Priority of its Mechanic's Lien
07/12/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Insulpro Projects, Inc.'s Motion for Partial Summary Against Gemstone Development, Inc., Apco Construction and Camco Pacific Construction Co., Inc.
07/12/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
07/12/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens
07/12/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Plaintiff-In-Intervention, Tri-City Drywall, Inc.'s Motion For Summary judgment Against Gemstone Development West, Inc.
07/12/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Las Vegas Pipeline's Motion for Summary Judgment Against Gemstone Development West, Inc.
07/12/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Motion for Partial Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Arch Aluminum and Glass LLC's Motion for Partial Summary Judgment Regarding Priority Among Lien Claimants Order Shortening Time
07/12/2010 Reset by Court to 07/27/2010
Result: Under Advisement

07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
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

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07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Apco's Motion for Summary Judgment on Priority
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Atlas Construction Supply, Inc.'s Joinder To APCO's Motion For Summary Judgment On Priority
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Granite Construction Company's Joinder to APCO's Motion for Summary Judgment on Priority
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Ferguson Fire And Fabrication, Inc.'s Joinder To APCO's Motion For Summary Judgment On Priority
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Plaintiff/Lien Claimant Selectbuild Nevada, Inc.'s Joinder to Apco Construction's Motion for Summary Judgment on Priority
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Fast Glass, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Las Vegas Pipeline's Joinder in Apco's Motion for Summary Judgment on Priority
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Camco's Joinder to Apco's Motion for Summary Judgment on Priority
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Plaintiff, Wiss, Janney, Elstner Associates, Inc.'s Joinder to Apco's Motion for Summary Judgment on Priority
07/12/2010 *Reset by Court to 07/27/2010*
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Graybar Electric Company's Joinder to Apco's Motion for Summary Judgment on Priority
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Northstar Concrete, Inc.'s Joinder to Apco's Motion for Summary Judgment on Priority
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
Result: Under Advisement
07/27/2010 **CANCELED Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated - per Secretary
Vacated on in error
07/27/2010 **CANCELED Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated - per Secretary
Vacated on in error
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Renaissance Pools And Spas's Joinder To Apco's Motion For Summary Judgment On Priority
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Zitting Brothers Constructin, inc.'s Joinder to APCO Construction's Motion for Parital Summary Judgment as to Priority of Liens
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Insulpro Projects, Inc.'s Joinder to APCO's Motion for Summary Judgment on Priority
Result: Under Advisement
07/27/2010 **Joinder** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
Steel Structures, Inc. and Nevada Prefab Engineers, Inc.'s Joinder to Apco Construction's Motion for Summary Judgment on Priority
Result: Under Advisement
07/27/2010 **Opposition and Countermotion** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
APCO's Opposition to Insulpro Projects, Inc.'s Motion for Partial Summary Judgment and Countermotion for Summary Judgment
Result: Under Advisement
07/27/2010 **Status Check** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
STATUS CHECK: PRIOR HEARINGS
Result: Under Advisement
07/27/2010 **Joinder to Opposition to Motion**
Joinder to Apco's Opposition to Scott Financial Corporation's Motion for Partial Summary Judgment as to Priority of Liens
07/27/2010 **Supplement to Motion for Summary Judgment**
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.
07/27/2010 **All Pending Motions** (10:00 AM) (Judicial Officer Delaney, Kathleen E.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard
07/28/2010 **Notice of Entry of Order**
Notice of Entry of Order
07/28/2010 **Motion to Associate Counsel**
Layne K Morrill Esq

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07/28/2010 **Motion to Associate Counsel**
Stephanie L. Samuelson Esq

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

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

08/04/2010 **Supplement**
Insulpro Project, Inc.'s Supplemental Exhibit to Motion for Partial Summary Judgment

08/04/2010 **Motion for Partial Summary Judgment**
Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

08/04/2010 **Motion for Partial Summary Judgment**
Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

08/10/2010 **Certificate of Mailing**
Certificate of Service

08/10/2010 **Certificate of Service**
Certificate of Service

08/10/2010 **Claim**
Granite Construction Company's Statement of Claim

08/18/2010 **Certificate of Mailing**
Certificate of Mailing

08/18/2010 **Certificate**
Certificate of Mailing

08/19/2010 **Consent to Service By Electronic Means**
Consent to Service by Electronic Means

08/25/2010 **Release**
Release of Notice of Pendency of Action (Lis Pendens)

08/30/2010 **Motion to Associate Counsel** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Club Vista Financial Services, Tharaldson Motels ii Inc and Gary D. Tharaldsons Motion to Associate Counsel
Result: Granted

08/30/2010 **Motion to Associate Counsel** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Result: Granted

08/30/2010 **All Pending Motions** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Data Entry Error
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

09/03/2010 **Opposition to Motion For Summary Judgment**
Scott Financial's Corporation's Opposition to E & E Fire Protections' Motion for Partial Summary Judgment Against Genstone Development West, Inc.

09/08/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
E&E Fire Protection's Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

09/08/2010 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Professional Doors and Millworks' Motion for Partial Summary Judgment Against Gemstone Development West, Inc.

09/08/2010 **All Pending Motions** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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.
[Minutes](#)
Result: Under Advisement

09/15/2010 **CANCELED Motion for Summary Judgment** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Vacated - per Stipulation and Order
07/12/2010 Reset by Court to 07/12/2010
07/12/2010 Reset by Court to 07/27/2010
07/27/2010 Reset by Court to 09/15/2010

09/16/2010 **Stipulation and Order**
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.

09/20/2010 **Order**
Order Admitting Stephanie L. Samuelson, Esq. To Practice

09/20/2010 **Order**
Order Admitting Layne K. Morrill, Esq. To Practice

09/23/2010 **Notice of Entry of Stipulation and Order**
Notice of Entry of Order

09/23/2010 **Notice of Entry of Order**
Notice of Entry of Order

09/23/2010 **Notice of Entry of Order**
Notice of Entry of Order

09/30/2010 **Motion to Stay**
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**
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

10/11/2010 **Joinder**
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

10/15/2010 **Non Opposition**
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

10/15/2010 **Non Opposition**
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

10/15/2010 **Non Opposition**
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

10/20/2010 **Motion to Withdraw As Counsel**
Shumway Van & Hansen's Motion to Withdraw as Attorney of Record

10/22/2010 **Certificate of Service**
Certificate of Service

11/02/2010 **Motion to Stay** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Scott Financial Corporation's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue has Been Resolved
Result: Granted

11/02/2010 **Joinder** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
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
Result: Granted

11/02/2010 **All Pending Motions** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

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11/22/2010 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Shumway Van & Hansen's Motion to Withdraw as Attorney of Record
[Minutes](#)

Result: Granted

11/22/2010 **Order to Withdraw as Attorney of Record**
Order Granting Shumway Van & Hansen's Motion to Withdraw as Attorney of Record

11/30/2010 **Notice of Entry of Order**
Notice of Entry of Order Granting Shumway Van & Hansen's Motion to Withdraw as Attorney of Record

12/09/2010 **Status Conference** (9:00 AM) (Judicial Officer Delaney, Kathleen E.)
Scheduling
[Parties Present](#)
[Minutes](#)

Result: Matter Heard

12/13/2010 **Order Granting Motion**
Order Granting Scott Financial Corporation's Motion to Stay Further Activity in this Case Until the Issue of Priority Issue has been Resolved

12/14/2010 **Notice of Entry of Order**
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

01/04/2011 **Order**
Order Granting Motion to Withdraw as Attorney of Record

02/02/2011 **Notice of Compliance**
Insulpro Projects, Inc.'s Third Notice of Compliance

02/02/2011 **Notice of Compliance**
Insulpro Projects, Inc.'s Fourth Notice of Compliance

03/18/2011 **Change of Address**
Notice of Change of Address Effective April 11, 2011

04/23/2011 **Stipulation and Order**
Stipulation and Order to Set Aside Lien Expungement of Insulpro Projects, Inc., d/b/a Sacramento Insulation Contrctors, Inc., for NON-Appearence

04/27/2011 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Set Aside Lien Expungement of Insulpro Projects, Inc. D/b/a Sacramento Insulation Contractors, Inc., for Non-Appearence

05/11/2011 **Substitution of Attorney**
Substitution of Attorneys

05/16/2011 **Substitution of Attorney**
Substitution of Attorney

06/24/2011 **Case Reassigned to Department 29**
Case reassigned from Judge Kathleen E. Delaney

06/29/2011 **Notice of Change of Firm Name**
Notice of Change of Firm Name

08/29/2011 **Substitution of Attorney**
Substitution of Attorney

09/12/2011 **Notice of Dismissal**
Notice of Dismissal

09/12/2011 **Release of Lis Pendens**
Release of Lis Pendens

11/04/2011 **Motion for Order**
APCO's Motion for Issuance of an Order on Priority on Order Shortening Time

11/04/2011 **Certificate of Electronic Service**
Certificate of Service of APCO's Motion for Issuance of an Order on Priority on Order Shortening Time

11/04/2011 **Ex Parte Order**
Ex Parte Application for Order Shortening Time on APCO Construction's Renewed Motion to Consolidate Case No. A579963

11/07/2011 **Motion to Consolidate**
APCO Construction's Renewed Motion to Consolidate Case No. A579963

11/07/2011 **Joinder To Motion**
Hydropressure Cleaning, Inc.'s Joinder to APCO's Motion for Issuance of an Order on Priority on Order Shortening Time

11/07/2011 **Joinder To Motion**
Custom Select Billing, Inc.'s Joinder to APCO's Motion for Issuance of an Order on Priority on Order Shortening Time

11/07/2011 **Joinder To Motion**
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

11/07/2011 **Opposition to Motion**
Defendant Scott Financial Corporation's Opposition to APCO Construction's Motion for Issuance of an Order on Priority on Order Shortening Time

11/07/2011 **Joinder To Motion**
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 **Notice of Non Opposition**
Granite Construction Company's Notice of Non-Opposition to Apco's Motion for Issuance of an Order on Priority on an Order Shortening Time

11/07/2011 **Joinder To Motion**
Arch Aluminum and Glass, LLC's Joinder in Apco's Motion for Issuance of an Order on Priority on Order Shortening Time

11/07/2011 **Joinder**
The Masonry Group Nevada, Inc.'s Joinder to APCO's Motion for Issuance of Order on Priority

11/07/2011 **Joinder To Motion**
Joinder to APCO's Renewed Motion to Consolidate Case No. A579963

11/07/2011 **Joinder To Motion**
Custom Select Billing, Inc.'s Joinder to APCO Construction's Renewed Motion to Consolidate Case No. A579963

11/07/2011 **Joinder To Motion**
Hydropressure Cleaning, Inc.'s Joinder to APCO Construction's Renewed Motion to Consolidate Case No. A579963

11/07/2011 **Joinder**
Arch Aluminum and Glass, LLC's Joinder in Apco's Renewed Motion to Consolidate Case No. A579963

11/07/2011 **Joinder**
Insulpro Projects, Inc.'s Joinder in APCO's Motion for Issuance of an Order on Priority on Order Shortening Time

11/07/2011 **Joinder**
The Masonry Group Nevada, Inc.'s Joinder to APCO's Renewed Motion to Consolidate Case No. A579963

11/07/2011 **Joinder**
Wiss Janney Elstner Associates, Inc.'s Joinder In APCO's Motion For Issuance Of AN Order On Priority On Order Shortening Time

11/07/2011 **Joinder**
Wiss Janney Elstner Associates, Inc.'s Joinder In APCO's Renewed Motion To Consolidate Case No. A579963

11/08/2011 **Opposition**
Opposition To APCO Construction's Renewed Motion To Consolidate Case No. A579963

11/08/2011 **Joinder**
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**
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 **Joinder To Motion**
SelectBuild Nevada, Inc.'s Joinder to APCO Construction's Motion for Issuance of an Order on Priority on Order Shortening Time

11/08/2011 **Joinder to Opposition to Motion**
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**

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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**
Zitting Construction, 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
Result: Matter Continued

11/09/2011 **Motion to Consolidate** (9:00 AM) (Judicial Officer Scann, Susan)
APCO construction's Renewed Motion to consolidate Case No. A579963
Result: Granted in Part

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
11/09/2011, 11/15/2011
Hydropressure Cleaning, Inc.'s Joinder to APCO's Motion for Issuance of an Order on Priority on Order Shortening Time
Result: Matter Continued

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
11/09/2011, 11/15/2011
Custom Select Billing, Inc.'s Joinder to APCO's Motion for Issuance of an Order on Priority on Order Shortening Time
Result: Matter Continued

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
11/09/2011, 11/15/2011
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
Result: Matter Continued

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
11/09/2011, 11/15/2011
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
Result: Matter Continued

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
11/09/2011, 11/15/2011
Arch Aluminum and Glass, LLC's Joinder in Apco's Motion for Issuance of an Order on Priority on Order Shortening Time
Result: Matter Continued

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
11/09/2011, 11/15/2011
The Masonry Group Nevada, Inc.'s Joinder to APCO's Motion for Issuance of Order on Priority
Result: Matter Continued

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
Joinder to APCO's Renewed Motion to Consolidate Case No. A579963
Result: Granted in Part

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
Custom Select Billing, Inc.'s Joinder to APCO Construction's Renewed Motion to Consolidate Case No. A579963
Result: Granted in Part

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
Hydropressure Cleaning, Inc.'s Joinder to APCO Construction's Renewed Motion to Consolidate Case No. A579963
Result: Granted in Part

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
Arch Aluminum and Glass, LLC's Joinder in Apco's Renewed Motion to Consolidate Case No. A579963
Result: Granted in Part

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
11/09/2011, 11/15/2011
Insulpro Projects, Inc.'s Joinder in APCO's Motion for Issuance of an Order on Priority on Order Shortening Time
Result: Matter Continued

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
The Masonry Group Nevada, Inc.'s Joinder to APCO's Renewed Motion to Consolidated
Result: Granted in Part

11/09/2011 **All Pending Motions** (9:00 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
Wiss Janney Elstner Associates, Inc.'s Joinder In APCO's Motion For Issuance Of AN Order On Priority On Order Shortening Time

11/09/2011 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
Wiss Janney Elstner Associates, Inc.'s Joinder in APCO's Renewed Motion to Consolidate Case No. A579963

11/11/2011 **Application for Default Judgment**
Application for Judgment by Default Against Defendant Selina Cicneros

11/11/2011 **Substitution of Attorney**
Substitution of Counsel

11/14/2011 **Memorandum of Costs and Disbursements**
Memorandum of Costs and Disbursements

11/15/2011 **Motion for Summary Judgment** (10:00 AM) (Judicial Officer Scann, Susan)
ZITTING BROTHERS CONSTRUCTION, INC'S MOTION FOR SUMMARY JUDGMENT

11/15/2011 **All Pending Motions** (10:00 AM) (Judicial Officer Scann, Susan)
11/15/11
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

11/21/2011 **Findings of Fact, Conclusions of Law and Order**
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

11/21/2011 **Order Granting Motion**
Order Granting APCO Construction's Renewed Motion to Consolidate Case No A579963, In Part

11/22/2011 **Notice of Entry of Order**
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

11/22/2011 **Notice of Entry of Order**
Notice of Entry of Order Granting APCO Construction's Renewed Motion to Consolidate Case No. A579963, In Part

12/01/2011 **Mandatory Rule 16 Conference** (9:30 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

12/12/2011 **Motion to Reconsider**
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

12/13/2011 **Joinder To Motion**
Brad J. Scott's Joinder To Scott Financial Corporation's Motion For Reconsideration Or In The Alternative, Motion For Re-Hearing

12/14/2011 **Consent to Service By Electronic Means**
Camco Pacific Construction Co., Inc.'s Consent to Service by Electronic Means

12/14/2011 **Change of Address**
Notice of Change of Address and Firm Affiliation

12/15/2011 **Notice of Hearing**
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

12/16/2011 **Answer**
Defendant Alexander Edelstein's Answer to Ready Mix Inc.'s First Amended Complaint

12/19/2011 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

12/21/2011 **Case Management Order**
Second Amended Case Agenda Dates and Deadlines

12/21/2011 **Order**
Order Lifting Stay of any Further Activity in this Case

12/23/2011 **Stipulation and Order**
Stipulation and Order for Dismissal with Prejudice

12/27/2011 **Notice of Entry**
Notice of Entry of Stipulation and Order for Dismissal with Prejudice

12/27/2011 **Notice of Entry of Order**
Notice of Entry of Order Lifting Stay of any Further Activity in this Case

12/30/2011 **Opposition to Motion**
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

01/03/2012 **Joinder to Opposition to Motion**
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

01/03/2012 **Opposition**
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

01/04/2012 **Joinder**
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**
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

01/04/2012 **Joinder To Motion**
Tri-City Drywall, Inc. and Northstar Concrete, Inc.'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 a Re-hearing

01/04/2012 **Joinder To Motion**
Tri-City Drywall, Inc. and Northstar Concrete, Inc.'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 a Re-hearing

01/04/2012 **Joinder**
Granite Construction Company's Joinder to Apco's Opposition to Scott Financial Corporation's Motion for Reconsideration

01/04/2012 **Joinder**
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 Opposition to Motion**
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

01/05/2012 **Joinder to Opposition to Motion**
Joinder to APCO's Opposition to Scott Financial Corporation's Motion for Reconsideration

01/05/2012 **Joinder**
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

01/06/2012 **Joinder**
Wiss Janney Elstner Associates, 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

01/06/2012 **Joinder to Opposition to Motion**
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

01/06/2012 **Joinder to Opposition to Motion**
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

01/06/2012 **Joinder to Opposition to Motion**
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

01/06/2012 **Substitution of Attorney**
Substitution of Counsel

01/09/2012 **Joinder**
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 Motion for Priority or in the Alternative, Motion for a Re-Hearing

01/09/2012 **Joinder to Opposition to Motion**
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 Construction, Inc.'s Motion for Summary Judgment on Lien Priority and Denying Scott Financial Corporation's Motion for Priority or in the Alternative Motion for Hearing

01/10/2012 **Joinder**
Zitting Brothers Construction, Inc.'s Joinder to Insulpro Projects, Inc.'s 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 Re-Hearing

01/11/2012 **Status Check (10:00 AM)** (Judicial Officer Scann, Susan)
01/11/2012, 02/15/2012
STATUS CHECK: PARTIES WITH MATTERS UNDER SUBMISSION
[Parties Present](#)
[Minutes](#)
Result: Matter Continued

01/11/2012 **Substitution of Attorney**
Notice of Substitution of Attorneys for Plaintiff/Counter-Defendant United Subcontractors, Inc. dba Skyline Insulation

01/11/2012 **Joinder to Opposition to Motion**
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

01/12/2012 **Motion to Dismiss**

000042

Defendant Alexander Edelstein's Motion to Dismiss

01/12/2012 **Reply to Motion**
 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

01/12/2012 **Joinder to Opposition to Motion**
 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

01/12/2012 **Statement**
 United Subcontractors, Inc. dba Skyline Insulation's Statement of Claims

01/13/2012 **Statement**
 Ready Mix, Inc.'s Statement Of Claim

01/13/2012 **Joinder to Opposition to Motion**
 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

01/18/2012 **Statement**
 Insulpro Projects, Inc.'s Statement of Claim

01/19/2012 **Notice of Hearing**
 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

01/25/2012 **Motion For Reconsideration** (9:00 AM) (Judicial Officer Scann, Susan)
 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
 01/19/2012 Reset by Court to 01/25/2012

01/25/2012 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
 Brad J. Scott's Joinder To Scott Financial Corporation's Motion For Reconsideration Or In The Alternative, Motion For Re-Hearing
 01/19/2012 Reset by Court to 01/25/2012

01/25/2012 **All Pending Motions** (9:00 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
 Result: Matter Heard

01/31/2012 **Affidavit**
 Affidavit of Attorneys Fees

01/31/2012 **Notice**
 Notice of Name Change

01/31/2012 **Memorandum of Costs and Disbursements**
 Memorandum of Costs and Disbursements

02/01/2012 **Hearing** (9:00 AM) (Judicial Officer Scann, Susan)
 HEARING: COURT'S DECISION
[Minutes](#)
 Result: Decision Made

02/01/2012 **Certificate of Service**
 Certificate of Service

02/01/2012 **Certificate of Service**
 Certificate of Service

02/06/2012 **Motion for Partial Summary Judgment**
 Steel Structures, Inc.'s Motion for Partial Summary Judgment

02/06/2012 **Motion for Partial Summary Judgment**
 Nevada Prefab Engineers, Inc.'s Motion for Partial Summary Judgment

02/14/2012 **Transcript of Proceedings**
 Transcript of Proceedings: Motions

02/14/2012 **Business Court Order**
 Amended Business Court Scheduling Order Re-Setting Civil Jury Trial, Pre-Trial Conference And Calendar Call

02/14/2012 **Substitution of Attorney**
 Substitution of Counsel

02/15/2012 **Supplement**
 Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Liens

02/17/2012 **Motion to Intervene**
 National Wood Products Incs Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support thereof

02/17/2012 **Declaration**
 Declaration of S Judy Hirahara in Support of National Wood Products Incs Motion to Intervene Filed Concurrently herewith

02/28/2012 **Affidavit in Support**
 Supplemental Affidavit of Matthew W. Treu in Support of Plaintiff Ahern Rental, Inc.'s Claim for Attorney's Fees

03/05/2012 **Order Shortening Time**
 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

03/06/2012 **Joinder**
 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

03/06/2012 **Opposition to Motion**
 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

03/06/2012 **Joinder**
 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

03/06/2012 **Certificate of Mailing**
 Certificate of Mailing National Wood Products Incs Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support thereof

03/06/2012 **Certificate of Mailing**
 Certificate of Mailing Declaration of S Judy Hirahara in Support of National Wood Products Incs Motion to Intervene filed Concurrently herewith

03/06/2012 **Opposition to Motion to Dismiss**
 Camco's Limited Opposition to Alexander Edelstein's Motion to Dismiss

03/06/2012 **Joinder**
 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

03/06/2012 **Joinder**
 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

03/07/2012 **Motion to Dismiss** (9:00 AM) (Judicial Officer Scann, Susan)
 Defendant Alexander Edelstein's Motion to Dismiss
 02/14/2012 Reset by Court to 03/07/2012
 Result: Granted Without Prejudice

03/07/2012 **Objection** (9:00 AM) (Judicial Officer Scann, Susan)
 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
 Result: Denied

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03/07/2012 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
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
Result: Denied

03/07/2012 **Joinder** (9:00 AM) (Judicial Officer Scann, Susan)
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
Result: Denied

03/07/2012 **All Pending Motions** (9:00 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

03/07/2012 **Order Granting Motion**
Order Granting Defendant Alexander Edelstein's Motion to Dismiss

03/07/2012 **Notice of Entry**
Notice of Entry of Order Granting Defendant Alexander Edelstein's Motion to Dismiss

03/07/2012 **Joinder**
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

03/14/2012 **Amended Certificate of Service**
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

03/14/2012 **Amended Certificate of Service**
First Amended Certificate of Mailing Declaration of S Judy Hirahara in Support of National Wood Products Incs Motion to Intervene Filed Concurrently herewith

03/14/2012 **Notice of Rescheduling**
Rescheduling Hearing

03/15/2012 **Opposition to Motion For Summary Judgment**
APCO's Opposition to Scott Financial Corporation's Supplement to Motion for Summary Judgment as to Priority of Lien

03/15/2012 **Order Denying**
Order Denying APCO's Objection and Motion to Strike Scott Financial Corporation's Supplement to Motion for Summary Judgment on Order Shortening Time

03/16/2012 **Notice of Compliance**
United Subcontractors, Inc. dba Skyline Insulation's Notice of Compliance Regarding Document Production

03/16/2012 **Notice of Entry of Order**
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

03/16/2012 **Joinder to Opposition to Motion**
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

03/19/2012 **Joinder to Opposition to Motion**
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

03/19/2012 **Joinder**
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

03/19/2012 **Reply in Support**
Scott Financial Corporation's Reply in Support of Supplement To Motion for Summary Judgment as to Priority of Liens

03/20/2012 **Joinder to Opposition to Motion**
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

03/20/2012 **Joinder to Opposition to Motion**
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

03/20/2012 **Joinder to Opposition to Motion**
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

03/20/2012 **Joinder**
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

03/20/2012 **Joinder to Opposition to Motion**
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

03/20/2012 **Joinder to Opposition to Motion**
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

03/21/2012 **Hearing** (10:00 AM) (Judicial Officer Scann, Susan)
HEARING: ARGUMENT - MOTION FOR SUMMARY JUDGMENT
03/13/2012 Reset by Court to 03/21/2012
03/14/2012 Reset by Court to 03/13/2012
Result: Continued for Chambers Decision

03/21/2012 **Motion for Partial Summary Judgment** (10:00 AM) (Judicial Officer Scann, Susan)
Steel Structures, Inc.'s Motion for Partial Summary Judgment
03/13/2012 Reset by Court to 03/21/2012
Result: Granted

03/21/2012 **Motion for Partial Summary Judgment** (10:00 AM) (Judicial Officer Scann, Susan)
Nevada Prefab Engineers, Inc.'s Motion for Partial Summary Judgment
03/13/2012 Reset by Court to 03/21/2012
Result: Granted

03/21/2012 **All Pending Motions** (10:00 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

03/22/2012 **Motion to Intervene** (3:00 AM) (Judicial Officer Scann, Susan)
National Wood Products Incs Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support thereof
[Minutes](#)
Result: Granted

03/27/2012 **Motion to Withdraw As Counsel**
Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc. and Order Shortening Time

03/29/2012 **Errata**
Errata to Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc. and Order Shortening Time

03/30/2012 **Findings of Fact, Conclusions of Law and Order**
Findings of Fact, Conclusions of Law and Order Granting Nevada Prefab Engineers, Inc.'s Motion for Partial Summary Judgment

03/30/2012 **Findings of Fact, Conclusions of Law and Order**
Findings of Fact, Conclusions of Law and Order Granting Steel Structure, Inc.'s Motion for Partial Summary Judgment

03/30/2012 **Notice of Hearing**

03/30/2012 *Notice of Hearing*
Notice of Entry of Order
Notice of Entry of Order

03/30/2012 **Notice of Entry of Order**
Notice of Entry of Order

04/04/2012 **Decision** (11:00 AM) (Judicial Officer Scann, Susan)
Court's Decision
[Parties Present](#)
[Minutes](#)
 Result: Decision Made

04/05/2012 **Motion to Withdraw as Counsel** (3:00 AM) (Judicial Officer Scann, Susan)
Craig S. Newman, Esq.'s Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc. and Order Shortening Time
[Minutes](#)
04/11/2012 Reset by Court to 04/05/2012
 Result: Minute Order - No Hearing Held

04/12/2012 **Order Granting Motion**
Order Granting Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc.

04/12/2012 **Order Granting Motion**
Order Granting National Wood Products Inc's Motion to Intervene

04/16/2012 **Recorders Transcript of Hearing**
Recorder's Transcript Re: Court's Decision

04/16/2012 **Notice of Entry of Order**
Notice of Entry of Order Granting Motion to Withdraw as Attorney of Record for Atlas Construction Supply, Inc.

04/16/2012 **Attorney Lien**
Fennemore Craig, P.C.'s Notice of Attorney's Lien

04/18/2012 **CANCELED Motion for Default Judgment** (10:00 AM) (Judicial Officer Scann, Susan)
Vacated - per Judge

04/23/2012 **Transcript of Proceedings**
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

04/23/2012 **Transcript of Proceedings**
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

05/04/2012 **Certificate of Mailing**
Certificate of Mailing

05/04/2012 **Notice of Entry of Order**
Notice of Entry of Order Granting National Wood Products, Inc.'s Motion to Intervene

05/07/2012 **Decision**
Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens

05/07/2012 **Notice of Entry of Decision and Order**
Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens

05/09/2012 **Status Check: Status of Case** (10:00 AM) (Judicial Officer Scann, Susan)
Status Check: Status of Case
[Parties Present](#)
[Minutes](#)
 Result: Matter Continued

05/29/2012 **Motion**
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

05/30/2012 **Judgment By Default**
A571228

05/31/2012 **Receipt of Copy**
Receipt Of Copy

05/31/2012 **Receipt of Copy**
Receipt Of Copy

05/31/2012 **Certificate of Service**
Certificate Of Service

05/31/2012 **Receipt of Copy**
Receipt Of Copy

06/01/2012 **Order Shortening Time**
Supplement Affidavit in Support of Application for Order Shortening Time

06/01/2012 **Certificate of Service**
Certificate Of Service

06/01/2012 **Opposition to Motion**
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

06/04/2012 **Joinder to Opposition to Motion**
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

06/05/2012 **Joinder to Opposition to Motion**
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

06/05/2012 **Joinder to Opposition to Motion**
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

06/06/2012 **Motion** (9:00 AM) (Judicial Officer Scann, Susan)
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
[Parties Present](#)
[Minutes](#)
06/13/2012 Reset by Court to 06/06/2012
 Result: Hearing Set

06/11/2012 **Joinder to Opposition to Motion**
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

06/26/2012 **Transcript of Proceedings**
Transcript Re: Hearing

06/26/2012 **Order Granting Motion**
Order Granting Scott Financial Corporation's Motion to Reconsider

06/27/2012 **Notice of Entry of Order**
Notice of Entry of Order Granting Scott Financial Corporation's Motion to Reconsider

06/27/2012 **Reply in Support**
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

06/27/2012 **Appendix**
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

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06/29/2012 **Joinder To Motion**
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

07/02/2012 **Evidentiary Hearing** (9:30 AM) (Judicial Officer Scann, Susan)
07/02/2012, 07/09/2012, 07/10/2012
Evidentiary Hearing
[Parties Present](#)
[Minutes](#)
07/03/2012 Reset by Court to 07/09/2012
Result: Matter Heard

07/02/2012 **Objection**
Defendant Scott Financial Corporation's Evidentiary Objection to Presentation of Evidence from Representative of Clark County Department of Development Services

07/03/2012 **CANCELED Evidentiary Hearing** (1:00 PM) (Judicial Officer Scann, Susan)
Vacated - per Clerk

07/03/2012 **Notice of Lis Pendens**
WRG Design, Inc.'s Second Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
SWPPP Compliance Solutions LLC's Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
Interstate Plumbing and Air Conditioning's Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
Helix Electric of Nevada, LLC's Second Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
Heinaman Contract Glazing's Second Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
HD Supply Waterworks LP's Second Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
Fast Glass Inc.'s Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
Cactus Rose Construction's Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
Bruin Painting Corp.'s Second Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
Buchele Inc.'s Amended Notice of Lis Pendens

07/03/2012 **Notice of Lis Pendens**
Accuracy Glass & Mirror Co. Inc.'s Second Amended Notice of Lis Pendens

07/05/2012 **NRCP 16.1 Disclosure Statement**
NRAP 26.1(A) Disclosure

07/10/2012 **CANCELED Evidentiary Hearing** (2:00 PM) (Judicial Officer Scann, Susan)
Vacated - On In Error

07/11/2012 **Order to Show Cause**
Order to Show Cause re: Summary Determination of Lien Amounts; and the Possible Sale of the Property

07/12/2012 **Notice of Entry of Order**
NOTICE OF ENTRY OF ORDER TO SHOW CAUSE RE: SUMMARY DETERMINATION OF LIEN AMOUNTS; and THE POSSIBLE SALE OF THE PROPERTY

07/18/2012 **Show Cause Hearing** (2:00 PM) (Judicial Officer Scann, Susan)
Show Cause Hearing Re: Summary Determination of Lien Amounts; and the Possible Sale of the Property
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

07/23/2012 **Notice of Change of Address**
Notice of Change of Address and Telephone Number

07/31/2012 **Hearing** (2:00 PM) (Judicial Officer Scann, Susan)
Hearing Re: Sale of Property
[Parties Present](#)
[Minutes](#)
07/26/2012 Reset by Court to 07/31/2012
Result: Matter Heard

08/09/2012 **Order**
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

08/10/2012 **Notice of Entry of Order**
Notice Of Entry Of Order

08/16/2012 **Status Check: Status of Case** (3:00 PM) (Judicial Officer Scann, Susan)
Status Check: Status of Case
[Parties Present](#)
[Minutes](#)
08/10/2012 Reset by Court to 08/16/2012
Result: Matter Heard

08/21/2012 **Telephonic Conference** (10:00 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

08/29/2012 **Order**
Order for Mediation

08/29/2012 **Notice of Entry of Order**
Notice of Entry of Order for Mediation

08/29/2012 **Substitution of Attorney**
Substitution of Attorneys

09/04/2012 **Receipt of Copy**
Receipt of Copy

09/26/2012 **Telephonic Conference** (2:00 PM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
09/21/2012 Reset by Court to 09/26/2012
Result: Matter Heard

10/02/2012 **Order Vacating**
Order Vacating the Auction Set for October 9, 2012; and Order to Show Cause re: Sale of the Property

10/04/2012 **Notice of Entry of Order**
Notice of Entry of Order Vacating the Auction Set for October 9, 2012; and Order to Show Cause re: Sale of the Property

10/09/2012 **CANCELED Hearing** (1:30 PM) (Judicial Officer Scann, Susan)
Vacated - per Judge
HEARING: MANHATTAN WEST AUCTION SALE

10/09/2012 **Hearing** (1:30 PM) (Judicial Officer Scann, Susan)
10/09/2012, 10/16/2012
 Re: Order
[Parties Present](#)
[Minutes](#)
 Result: Matter Continued

10/16/2012 **Change of Address**
Notice of Change of Address

10/16/2012 **Change of Address**
Notice of Change of Address

10/16/2012 **Change of Address**
Notice of Change of Address

10/17/2012 **Consent to Service By Electronic Means**
Consent to Service By Electronic Means

10/23/2012 **Status Check** (1:30 PM) (Judicial Officer Scann, Susan)
10/23/2012, 11/06/2012, 12/06/2012, 02/07/2013, 03/01/2013, 03/07/2013
 Status Check: Re: Sale of Property
[Parties Present](#)
[Minutes](#)
 Result: Matter Continued

10/24/2012 **Calendar Call** (10:30 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
 Result: Matter Heard

10/25/2012 **Motion to Withdraw As Counsel**
Motion to Withdraw as Counsel of Record for Dave Peterson Framing, Inc.; Notice of Attorneys' Lien; Motion to Foreclose Attorneys' Lien and Reduce Lien to Judgment Against Dave Peterson Framing, Inc.

10/26/2012 **Pre-trial Memorandum**
Ready Mix, Inc.'s Pre-Trial Memorandum

10/29/2012 **CANCELED Jury Trial** (10:30 AM) (Judicial Officer Scann, Susan)
 Vacated

10/29/2012 **Pre-trial Memorandum**
APCO Construction's Pre-Trial Memorandum for the Ready Mix, Inc. Trial

10/30/2012 **Bench Trial** (1:30 PM) (Judicial Officer Scann, Susan)
Bench Trial: Apco Construction and Ready Mix, Inc.
[Parties Present](#)
[Minutes](#)
 Result: Matter Heard

10/30/2012 **Pre-trial Memorandum**
Scott Financial Corporation's Pre-Trial Memorandum

10/30/2012 **Certificate of Service**
Certificate of Service of Motion to Withdraw as Counsel of Record for Dave Peterson Framing, Inc.; Notice of Attorneys' Lien; Motion to Foreclose Attorneys' Lien and Reduce Lien to Judgment Against Dave Peterson Framing, Inc.

11/05/2012 **Stipulation and Order for Dismissal With Prejudice**
Stipulation and Order to Dismiss With Prejudice

11/06/2012 **Notice of Entry of Order**
Notice of Entry of Order

11/29/2012 **Motion to Withdraw as Counsel** (3:00 AM) (Judicial Officer Scann, Susan)
T. James Truman, Esq.'s Motion to Withdraw as Counsel of Record for Dave Peterson Framing, Inc.; Notice of Attorneys' Lien; Motion to Foreclose Attorneys' Lien and Reduce Lien to Judgment Against Dave Peterson Framing, Inc.
[Minutes](#)
 Result: Granted in Part

11/29/2012 **Order**
Order Staying the Case, Except for the Sale of the Property, Pending Resolution of the Writ Petition Before the Nevada Supreme Court

11/30/2012 **Notice of Entry of Order**
Notice of Entry of Order Staying the Case, Except for the Sale of the Property, Pending Resolution of the Writ Petition Before the Nevada Supreme Court

12/14/2012 **Stipulation and Order for Dismissal With Prejudice**
(A577623) Stipulation and Order for Dismissal with Prejudice as to Defendant Alexander Edelstein Only

12/17/2012 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order for Dismissal With Prejudice as to Defendant Alexander Edelstein Only

12/19/2012 **Transcript of Proceedings**
Transcript of Proceedings: Status Hearing, May 9, 2012

12/19/2012 **Transcript of Proceedings**
Transcript of Proceedings: Status Hearing, August 16, 2012

12/19/2012 **Transcript of Proceedings**
Transcript of Proceedings: Apco Construction's Order to Show Cause Re: Summary Determination of Lien Amounts; Possible Sale of the Property, October 9, 2012

12/19/2012 **Transcript of Proceedings**
Transcript of Proceedings: Status Check Re: Sale of Property, November 6, 2012

12/19/2012 **Transcript of Proceedings**
Transcript of Proceedings: Hearing Re: Sale of Property, October 16, 2012

12/19/2012 **Transcript of Proceedings**
Transcript of Proceedings: Status Check Re: Sale of Property, December 6, 2012

12/27/2012 **Motion**
Motion to Set Hearing to Discuss Order Approving Private Sale, Purchase and Sale Agreement and Related Issues

01/02/2013 **Order Granting**
Order Granting in Part Motion to Withdraw as Counsel of Record for Dave Peterson Framing, Inc.

01/02/2013 **Joinder**
Joinder to Motion to Set Hearing to Discuss Order Approving Private Sale Agreement and Related Issues

01/03/2013 **Motion** (1:30 PM) (Judicial Officer Scann, Susan)
01/03/2013, 01/16/2013
Intervenor's Motion to Set Hearing to Discuss Order Approving Private Sale, Purchase and Sale Agreement and Related Issues
[Parties Present](#)
[Minutes](#)
01/03/2013 Reset by Court to 01/03/2013
 Result: Matter Continued

01/03/2013 **Notice of Entry of Order**
Notice of Entry of Order Granting in Part Motion to Withdraw As Counsel of Record for Dave Peterson Framing, Inc.

01/03/2013 **Request**
Lien Claimant/Plaintiff Cellcrete Fireproofing of Nevada Inc's Request and Notice for CourtCall Telephonic Appearance

01/23/2013 **Order**
 Order

01/24/2013 **Stipulation and Order for Dismissal With Prejudice**
Stipulation and Order for Dismissal with Prejudice as to Defendant Alexander Edelstein Only

01/25/2013 **Notice of Entry of Stipulation & Order for Dismissal**

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01/28/2013 **Notice of Entry of Stipulation and Order for Dismissal With Prejudice as to Defendant Alexander Edelstein Only**
Notice of Entry of Order
Notice of Entry of Order

01/29/2013 **Application**
Defendant Scott Financial Corporation's Ex Parte Application For Order To Show Cause On Order Shortening Time

01/29/2013 **Order to Show Cause**
Order to Show Cause

01/29/2013 **Order to Show Cause**
Order To Show Cause Regarding Possible Sale Of The Property

01/30/2013 **Notice of Entry**
Notice of Entry of Order Shortening Time

01/30/2013 **Errata**
Errata to Defendant Scott Financial Corporation's Ex Parte Application for Order to Show Cause on Order Shortening Time

01/31/2013 **Notice of Entry of Order**
Notice Of Entry Of Order To Show Cause Regarding Possible Sale Of Property

01/31/2013 **Notice of Entry of Order**
Notice of Entry of Order to Show Cause

02/05/2013 **Show Cause Hearing** (10:00 AM) (Judicial Officer Scann, Susan)
Defendant Scott Financial Corporation's Ex Parte Application for Order to Show Cause on OST
[Parties Present](#)
[Minutes](#)
Result: Motion Granted

02/05/2013 **Motion to Dismiss**
Defendant Scott Financial Corporation's Motion To Dismiss And Expunge Liens On Order Shortening Time

02/05/2013 **Notice of Hearing**
Notice Of Hearing On Defendant Scott Financial Corporation's Motion To Dismiss And Expunge Liens On Order Shortening Time

02/06/2013 **Declaration**
Declaration Of Bradley J. Scott, In Anticipation Of Evidentiary Hearing

02/07/2013 **Evidentiary Hearing** (10:00 AM) (Judicial Officer Scann, Susan)
02/07/2013, 03/01/2013, 03/07/2013, 03/12/2013
EVIDENTIARY HEARING: REAL ESTATE COMMISSION FOR THE PRIVATE SALE
[Parties Present](#)
[Minutes](#)
Result: Matter Continued

02/07/2013 **All Pending Motions** (10:00 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

02/07/2013 **Order to Show Cause**
Order To Show Cause

02/08/2013 **Notice of Entry of Order**
Notice of Entry Of Order To Show Cause

02/12/2013 **Receipt of Copy**
Receipt Of Copy

02/12/2013 **Receipt of Copy**
Receipt of Copy

02/12/2013 **Receipt of Copy**
Receipt of Copy

02/12/2013 **Receipt of Copy**
Receipt of Copy

02/12/2013 **Receipt of Copy**
Receipt of Copy

02/13/2013 **Transcript of Proceedings**
Transcript Re: Show Cause Hearing Re: Summary Determination of Lien Amounts; and The Possible Sale of Property

02/13/2013 **Transcript of Proceedings**
Transcript Re: Hearing Re: Sale of Property, July 31, 2012

02/13/2013 **Transcript of Proceedings**
Transcript Re: Telephonic Conference, August 21, 2012

02/13/2013 **Transcript of Proceedings**
Transcript Re: Telephonic Conference, September 26, 2012

02/13/2013 **Transcript of Proceedings**
Transcript Re: Hearing Re: Sale of Property, October 23, 2012

02/13/2013 **Transcript of Proceedings**
Transcript Re: Evidentiary Hearing: Real Estate Commission for the Private Sale, February 7, 2013

02/13/2013 **Transcript of Proceedings**
Transcript Re: Intervenor's Motion to Set Hearing to Discuss Order Approving Private Sale, Purchase and Sale Agreement and Related Issues, January 3, 2013

02/13/2013 **Transcript of Proceedings**
Transcript Re: Defendant Scott Financial Corporation's Ex Parte Application for Order to Show Cause, February 5, 2013

02/13/2013 **Transcript of Proceedings**
Transcript Re: Intervenor's Motion to Set Hearing to Discuss Order Approving Private Sale, Purchase and Sale Agreement and Related Issues, January 16, 2013

02/13/2013 **Receipt of Copy**
Receipt Of Copy Of The Notice Of Hearing On Defendant Scott Financial Corporation's Motion To Dismiss And Expunge Liens On Order Shortening Time

02/13/2013 **Affidavit of Service**
Affidavit of Service

02/14/2013 **Motion to Dismiss** (9:00 AM) (Judicial Officer Scann, Susan)
Defendant Scott Financial Corporation's Motion to Dismiss and Expunge Liens on Order Shortening Time
Result: Granted

02/14/2013 **Show Cause Hearing** (9:00 AM) (Judicial Officer Scann, Susan)
Order To Show Cause
Result: Granted

02/14/2013 **All Pending Motions** (9:00 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

02/14/2013 **Order**
Order Expunging Lien

02/14/2013 **Order**
Order On Defendant Scott Financial Company's Motion To Dismiss And Expunge Liens

02/14/2013 **Order**
Order Regarding Show Cause Hearing

02/15/2013 **Affidavit of Service**
Affidavit of Service

02/15/2013 **Affidavit of Service**
Affidavit of Service

02/15/2013 **Notice of Entry of Order**
Notice Of Entry Of Order Expunging Lien

02/15/2013 **Affidavit of Service**

02/15/2013 **Affidavit of Service**
Notice of Entry of Order
Notice Of Entry Of Order Regarding Show Cause Hearing
 02/15/2013 **Notice of Entry of Order**
Notice Of Entry Of Order On Defendant Scott Financial Company's Motion To Dismiss And Expunge Liens
 02/15/2013 **Affidavit of Service**
Affidavit of Service
 02/15/2013 **Affidavit of Service**
Affidavit of Service
 02/15/2013 **Affidavit of Service**
Affidavit of Service
 02/15/2013 **Affidavit of Service**
Affidavit of Service
 02/15/2013 **Affidavit of Service**
Affidavit of Service
 02/15/2013 **Affidavit of Service**
Affidavit of Service
 02/15/2013 **Order**
Order Expunging Liens
 02/19/2013 **Transcript of Proceedings**
Partial Transcript: (Testimony of Bradley Scott and Doug Schuster) Hearing Re: Scott Defendants' Motion to Lift Stay, Allow Sale to Proceed with Deposit of Funds Pending Further Court Order and for Posting of Bond, July 2, 2012
 02/20/2013 **Notice of Entry of Order**
Notice Of Entry Of Order Expunging Liens
 02/25/2013 **Brief**
Peel Brimley Lien Claimants' Pre-Hearing Brief and Disclosures
 02/25/2013 **Brief**
Scott Financial Corporation And Bradley J. Scott's Evidentiary Hearing Brief
 02/25/2013 **Brief**
Tharaldson Parties' Evidentiary Hearing Brief and Limited Joinder to Peel Brimley Lien Claimants' Pre-hearing Brief and Disclosures
 02/26/2013 **Joinder**
APCO Construction's Joinder to Peel Brimley Lien Claimants' Pre-Hearing Brief and Disclosures
 02/26/2013 **Errata**
Errata To Scott Financial Corporation And Bradley J. Scott's Evidentiary Hearing Brief
 03/01/2013 **All Pending Motions** (9:00 AM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
 Result: Matter Heard
 03/05/2013 **Motion to Withdraw As Counsel**
Motion to Withdraw as Attorney of Record for Harsco Corporation
 03/07/2013 **Transcript of Proceedings**
Transcript of Proceedings: Excerpt of Status Check: RE: Sale of Property, Evidentiary Hearing: Real Estate Commission for the Private Sale (Testimony of Bradley Scott) March 1, 2013
 03/07/2013 **All Pending Motions** (1:00 PM) (Judicial Officer Scann, Susan)
[Parties Present](#)
[Minutes](#)
 Result: Matter Heard
 03/12/2013 **Transcript of Proceedings**
Transcript of Proceedings: Status Check: RE: Sale of Property, Evidentiary Hearing: Real Estate Commission for the Private Sale, March 1, 2013
 03/12/2013 **Transcript of Proceedings**
Transcript of Proceedings: Status Check: RE: Sale of Property, Evidentiary Hearing: Real Estate Commission for the Private Sale, March 7, 2013
 03/26/2013 **Decision** (10:00 AM) (Judicial Officer Scann, Susan)
03/26/2013, 04/03/2013
[Minutes](#)
 Result: Continued
 04/03/2013 **CANCELED Calendar Call** (10:30 AM) (Judicial Officer Scann, Susan)
Vacated - Superseding Order
 04/03/2013 **Decision and Order**
Decision and Order
 04/03/2013 **Notice of Entry of Decision and Order**
Notice of Entry of Decision and Order on Motion to Set Hearing
 04/04/2013 **Stipulation and Order for Dismissal**
A587168 Stipulation and Order to Dismiss E&E Fire Protection, LLC Only Pursuant to the Terms Stated Below
 04/04/2013 **Amended Notice**
Amended Notice of Entry of Decision and Order on Motion to Set Hearing
 04/08/2013 **CANCELED Bench Trial** (10:30 AM) (Judicial Officer Scann, Susan)
Vacated - Superseding Order
 04/08/2013 **Notice of Entry of Stipulation and Order**
A587168
 04/10/2013 **Motion to Withdraw as Counsel** (3:00 AM) (Judicial Officer Scann, Susan)
Donald H. Williams, Esq.'s Motion to Withdraw as Attorney of Record for Harsco Corporation
[Minutes](#)
 Result: Granted
 04/23/2013 **Order**
Order Approving Sale of Property
 04/25/2013 **Notice of Entry of Order**
Notice of Entry of Order Approving Sale of Property
 04/25/2013 **Motion to Set Aside**
Notice Of Motion And Motion To Set Aside Order Or Judgment
 04/25/2013 **Release**
Ahern Rentals, Inc.'s Partial Release of Judgment Lien
 04/30/2013 **Ex Parte Application**
Defendant Scott Financial Corporation's Ex Parte Application for Order To Show Cause on Order Shortening Time
 05/02/2013 **Order to Show Cause**
Order to Show Cause
 05/07/2013 **Order Granting Motion**
Order Granting Donald H. Williams, Esq.'s Motion to Withdraw as Attorney of Record for Harsco Corporation
 05/08/2013 **CANCELED Pre Trial Conference** (10:30 AM) (Judicial Officer Scann, Susan)
Vacated - per Judge
 05/08/2013 **Affidavit of Service**
Affidavit of Service
 05/09/2013 **CANCELED Show Cause Hearing** (10:00 AM) (Judicial Officer Scann, Susan)
Vacated - per Judge
Show Cause Hearing
 05/09/2013 **Notice of Entry of Order**
Notice of Entry of Order
 05/15/2013 **CANCELED Calendar Call** (10:30 AM) (Judicial Officer Scann, Susan)
Vacated - per Judge
 05/17/2013 **Release**

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05/20/2013 **PCI Group, LLC's Partial Release of Judgment Lien**
CANCELED Jury Trial (10:30 AM) (Judicial Officer Scann, Susan)
Vacated - per Judge

05/22/2013 **Release**
PCI Group LLC's Partial Release of Judgment Lien

05/23/2013 **CANCELED Show Cause Hearing** (10:00 AM) (Judicial Officer Scann, Susan)
Vacated - per Judge
Defendant Scott Financial Corporation's Ex Parte Application for Order to Show Cause on Order Shortening Time

05/30/2013 **Motion to Set Aside** (9:00 AM) (Judicial Officer Scann, Susan)
Defendant Selina Cisneros' Motion To Set Aside Order of Judgment
[Parties Present](#)
[Minutes](#)

Result: Off Calendar

06/06/2013 **Motion for Judgment**
(1) APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only; and (2) Request for Order Shortening Time

06/12/2013 **Opposition to Motion**
Scott Financial Corporation's Opposition to (1) Apco Construction, Inc's Limited Motion to Lift Stay (2) Motion for Judgment Against Gemstone only; and (3) Request for Order Shortening Time

06/13/2013 **Motion** (10:00 AM) (Judicial Officer Scann, Susan)
(1) APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against GEMSTONE Only; and (3) Request for Order Shortening Time
[Parties Present](#)
[Minutes](#)

Result: Granted

06/13/2013 **Stipulation**
Stipulation Regarding Reconveyance of Deeds of Trust Encumbering Property

01/09/2014 **Miscellaneous Filing**
Notice of Screening Device

03/18/2014 **Consent to Service By Electronic Means**
Consent to Service By Electronic Means

03/18/2014 **Notice**
Notice of Change of Handling Attorney

04/22/2014 **Notice of Substitution of Parties**
Substitution of Real Party in Interest

04/30/2014 **Transcript of Proceedings**
Portion of Transcript: Scott Defendants' Motion to Lift Stay, Allow Sale to Proceed with Deposit of Funds Pending Further Court Order, and for Posting of Bond, July 2, 2012

04/30/2014 **Transcript of Proceedings**
Transcript of Proceedings: Evidentiary Hearing, July 9, 2012

04/30/2014 **Transcript of Proceedings**
Transcript of Proceedings: Evidentiary Hearing, July 10, 2012

05/28/2014 **Motion**
Insulpro Projects, Inc.'s Motion to Lift Stay

06/16/2014 **Opposition to Motion**
APCO Construction's Opposition to Insulpro Project, Inc.'s Motion to Lift Stay

06/18/2014 **Stipulation and Order**
Stipulation and Order to Continue the Hearing on Insulpro Projects Inc.'s Motion to Lift Stay

06/19/2014 **Notice of Entry of Order**
Notice of Entry of Stipulation and Order to Continue Hearing on Insulpro Projects Inc.'s Motion to Lift Stay

06/20/2014 **Reply to Opposition**
Insulpro Projects, Inc.'s Reply to Apco Construction's Opposition to Motion to Lift Stay

06/20/2014 **Opposition**
Opposition of Scott Financial Corporation to Insulpro Project, Inc.'s Motion to Lift Stay

06/23/2014 **Opposition**
Camco Pacific Construction Company, Inc.'s Opposition to Insulpro Projects, Inc.'s Motion to Lift Stay

07/02/2014 **Reply to Opposition**
Insulpro Projects, Inc.'s Reply to Camco Pacific Construction Company, Inc.'s Opposition to Motion to Lift Stay

07/15/2014 **Motion** (9:00 AM) (Judicial Officer Scann, Susan)
Insulpro Projects, Inc.'s Motion to Lift Stay
[Parties Present](#)
[Minutes](#)

07/01/2014 Reset by Court to 07/15/2014

Result: Denied

07/28/2014 **Order Denying**
Order Denying Insulpro Projects Inc.'s Motion to Lift Stay

07/29/2014 **Notice of Entry of Order**
Notice of Entry of Order Denying Insulpro Projects Inc.'s Motion to Lift Stay

03/11/2015 **Opposition**
Opposition to Affidavit of Renewal of Judgment

07/13/2015 **Motion to Withdraw As Counsel**
Motion to Withdraw as Counsel of Record For Northstar Concrete, Inc.

08/19/2015 **Motion to Withdraw as Counsel** (3:00 AM) (Judicial Officer Scann, Susan)
The Law Firm of Pezzillo Lloyd's Motion to Withdraw as Counsel of Record For Northstar Concrete, Inc.
[Minutes](#)

Result: Minute Order - No Hearing Held

08/31/2015 **Order Granting Motion**
Order Granting Motion to Withdraw as Counsel of Record For Northstar Concrete, Inc.

08/31/2015 **Notice of Entry of Order**
Notice of Entry of Order Granting Motion to Withdraw as Counsel of Record for Northstar Concrete Inc.

10/07/2015 **Notice of Hearing**
Notice of Hearing for Status Check

10/21/2015 **Status Check** (9:30 AM) (Judicial Officer Scann, Susan)
10/21/2015, 04/21/2016
Status Check: Disbursement of Sale Proceeds & any other Matters Remaining following the S. CT. Decision 131Nev., Adv. Op. 70
[Minutes](#)

04/20/2016 Reset by Court to 04/21/2016

Result: Matter Continued

11/05/2015 **Substitution of Attorney**
Substitution of Attorney

03/14/2016 **Case Reassigned to Department 15**
Reassigned From Judge Susan Scann - Dept 29

03/14/2016 **Notice of Department Reassignment**
Notice of Department Reassignment

03/28/2016 **Motion**
Motion for Order Shortening Time for Hearing on Joint Motion to Release Sale Proceeds from Court-Controlled Escrow Account

03/28/2016 **Motion**

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Joint Motion to Release Sale Proceeds from Court Controlled Escrow Account on Order Shortening Time

04/05/2016 **Notice of Appearance**
Notice of Appearance

04/14/2016 **Motion to Release Funds** (9:00 AM) (Judicial Officer Denton, Mark R.)
Club Vista Financial Services, LLC. and Tharaldson Motels II, Inc.'s Motion for Order Shortening Time for Hearing on Joint Motion to Release Sale Proceeds from Court-Controlled Escrow Account
[Parties Present](#)
[Minutes](#)

Result: Matter Resolved

04/14/2016 **Order**
Order Releasing Sale Proceeds from Court-Controlled Escrow Account

04/14/2016 **Notice of Entry of Order**
Notice of Entry of Order Releasing Sale Proceeds from Court-Controlled Escrow Account

05/06/2016 **Order**
Order RE: Status Check

05/09/2016 **Motion**
Motion to Appoint Special Master

05/18/2016 **Motion to Withdraw As Counsel**
Motion to Withdraw

05/18/2016 **Motion for Summary Judgment**
Renewed Motion for Partial Summary Judgment

05/18/2016 **Opposition to Motion**
Insulpro Project's Limited Opposition to Apco Construction's Motion to Appoint Special Master

05/18/2016 **Application**
Application for Order Shortening Time Re: Motion to Withdraw

05/20/2016 **Order Shortening Time**
Order Granting Movant's Application for Order Shortening Time on its Motion to Withdraw

05/23/2016 **Notice of Entry of Order**
Notice of Entry of Order Granting Movant's Application for Order Shortening Time on its Motion to Withdraw

05/24/2016 **Certificate of Service**
Certificate of Service - Notice of Entry of Order Granting Movant's Application for Order Shortening Time on its Motion to Withdraw

05/25/2016 **Opposition to Motion**
Peel Brimley Lien Claimants' Limited Opposition to APCO's Motion to Appoint Special Master

05/31/2016 **Opposition to Motion**
Zitting Brothers Construction, Inc.'s Joinder to Peel Brimley Lien Claimants' Limited Opposition to APCO's Motion to Appoint Special Master

05/31/2016 **Reply in Support**
APCO Construction's Reply in Support of Motion to Appoint Special Master

05/31/2016 **Joinder to Motion For Partial Summary Judgment**
Zitting Brothers Construction, Inc.'s Joinder to Insulpro Projects, Inc.'s Renewed Motion for Partial Summary Judgment

05/31/2016 **Joinder**
Joinder to Peel Brimley Lien Claimants' Limited Opposition to APCO's Motion to Appoint Special Master

06/01/2016 **Initial Appearance Fee Disclosure**
Fee Disclosure for Zitting Brothers Construction, Inc.'s Joinder to Insulpro Projects, Inc.'s Renewed Motion for Partial Summary Judgment

06/02/2016 **Status Check** (9:00 AM) (Judicial Officer Denton, Mark R.)
Result: Matter Heard

06/02/2016 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Denton, Mark R.)
Smith & Shapiro, PLLC's Motion to Withdraw
06/20/2016 Reset by Court to 06/02/2016

Result: Granted

06/02/2016 **Order to Withdraw as Attorney of Record**
Order Granting Movant's Motion to Withdraw

06/02/2016 **Notice of Entry of Order**
Notice of Entry of Order Granting Movant's Motion to Withdraw

06/02/2016 **Opposition to Motion For Summary Judgment**
Scott Financial Corporation's Limited Opposition to Lien Claimant Insulpro's Projects, Inc.'s Renewed Motion for Partial Summary Judgment

06/02/2016 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
[Minutes](#)

Result: Matter Heard

06/06/2016 **Opposition**
Camco's Opposition to Insulpro's Renewed Motion for Partial Summary Judgment

06/06/2016 **Opposition and Countermotion**
APCO's Opposition to Renewed Motion for Partial Summary Judgment and Joinder thereto; and Countermotion to Dismiss and/or for Summary Judgment Against Insulpro

06/07/2016 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

06/09/2016 **Motion** (9:00 AM) (Judicial Officer Denton, Mark R.)
Plaintiff's Motion to Appoint Special Master
[Minutes](#)

Result: Motion Granted

06/09/2016 **Order Appointing Special Master**
Order: Appointing Special Master

06/13/2016 **Notice of Entry of Order**
Notice of Entry of Order

06/15/2016 **Reply in Support**
Reply in Support of Renewed Motion for Partial Summary Judgment Re: Apco Opposition

06/15/2016 **Reply in Support**
Reply in Support of Renewed Motion for Partial Summary Judgment re: Camco Opposition

06/20/2016 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Denton, Mark R.)
Renewed Motion for Partial Summary Judgment

Result: Referred

06/20/2016 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
Zitting Brothers Construction, Inc.'s Joinder to Insulpro Projects, Inc.'s Renewed Motion for Partial Summary Judgment

Result: Referred

06/20/2016 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Denton, Mark R.)
APCO's Opposition to Renewed Motion for Partial Summary Judgment and Joinder Thereto; and Countermotion to Dismiss and/or for Summary Judgment Against Insulpro

Result: Referred

06/20/2016 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
[Minutes](#)

Result: Matter Heard

06/22/2016 **Notice of Special Master Hearing**
Notice of Special Master Hearing

06/28/2016 **Notice of Special Master Hearing**
Notice of Rescheduled Special Master Hearing

07/01/2016 **Order Denying Motion**

07/01/2016 **Notice of Entry of Order**
Notice of Entry of Order

07/11/2016 **Recorders Transcript of Hearing**
Recorder's Transcript of Proceedings Bench Trial: APCO Construction and Ready Mix, Inc., October 30, 2012

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08/02/2016 **Notice of Special Master Hearing**
Notice of Special Master Hearing

08/08/2016 **Special Master Recommendation and District Court Order**
Special Master Report, Recommendation, and District Court Order

08/23/2016 **Notice of Appearance**
Notice of Appearance of Counsel for Plaintiff Uintah Investments, LLC dba Sierra Reinforcing

08/31/2016 **Disclosure of Documents and Witnesses Pursuant to NRCP 16.1**
Camco's 16.1 Disclosure

09/01/2016 **Special Master Order**
Special Master Order Requiring Completion of Questionnaire

09/22/2016 **Notice of Compliance**
E&E Fire Protection, LLC's Notice of Compliance

09/23/2016 **Response**
National Wood Products Incs Response to Special Master Questionnaire

09/26/2016 **Response**
United Subcontractors, Inc. DBA Skyline Insulation's Special Master Questionnaire Response

09/27/2016 **Disclosure of Documents and Witnesses Pursuant to NRCP 16.1**
United Subcontractors, Inc. DBA Skyline Insulation's Consolidated Disclosure Pursuant to NRCP 16.1 and Special Master Order

09/30/2016 **Request**
Request for Leave to Special Master for Approval of Late Filing and Service of Rule 16.1 Disclosures by National Wood Products, Inc., Judgment Creditor and Intervenor of Claimant Cabinetec, Inc.

10/03/2016 **Special Master Order**
Special Master Order authorizing NATIONAL WOOD PRODUCTS, INC., Intervenor of Cabinetec, Inc. to File and Serve its NRCP 16.1 Disclosures within Ten Days

10/07/2016 **Special Master Recommendation and District Court Order**
Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amending Case Agenda

10/07/2016 **Special Master Order**
Special Master Order Authorizing United Subcontractors, Inc. dba Skyline Insulation to File and Serve NRCP 16.1 Disclosures

10/12/2016 **Disclosure of Documents and Witnesses Pursuant to NRCP 16.1**
United Subcontractors, Inc. DBA Skyline Insulation's Re-filed, Supplemented and Consolidated Disclosure Pursuant to NRCP 16.1 and Special Master Order

01/06/2017 **Substitution of Attorney**
Substitution of Attorney

01/09/2017 **Proof of Service**
Proof of Service

01/13/2017 **Motion for Order to Show Cause**
Motion for Order to Show Cause Why Grubb & Ellis, Now Known As Newmark Grubb, Should Not be Held in Contempt of Court

01/24/2017 **Certificate of Service**
Certificate of Service (United Subcontractors, Inc. dba Skyline Insulation's Responses to APCO Construction's First Request for Production of Documents)

01/30/2017 **Certificate of Service**
Certificate of Service (United Subcontractors, Inc. dba Skyline Insulation's Responses to APCO Construction's First Set of Interrogatories)

01/30/2017 **Order Setting Civil Non-Jury Trial**
Order Setting Civil Non-Jury Trial And Calendar Call

02/02/2017 **Motion to Associate Counsel**
Motion to Associate Counsel

02/03/2017 **Proof of Service by Mail**
Certificate of Service

02/14/2017 **Stipulation and Order**
Stipulation and Order for Amended Briefing Schedule and to Continue Hearing on Motion for Order to Show Cause

02/15/2017 **Motion to Withdraw As Counsel**
Motion to Withdraw

02/16/2017 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order for Amended Briefing Schedule and to Continue Hearing on Motion for Order to Show Cause

02/16/2017 **Notice of Special Master Hearing**
Notice of Special Master Hearing

02/21/2017 **Certificate of Service**
Certificate of Service

02/23/2017 **Opposition**
Opposition to Motion for Order to Show Cause

02/27/2017 **Special Master Order**
Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status

02/28/2017 **Notice of Motion**
Notice of Motion for Hearing

02/28/2017 **Motion**
Plaintiff Motion to Set Aside Judgment

03/01/2017 **Reply in Support**
Reply in Support of Motion for Order to Show Cause why Grubb & Ellis, now known as Newmark Grubb, Should not be Held in Contempt of Court

03/06/2017 **Motion for Order** (9:00 AM) (Judicial Officer Denton, Mark R.)
Club Vista Financial Services, LLC and Tharaldson Motels II, Inc.'s Motion for Order to Show Cause Why Grubb & Ellis, Now Known As Newmark Grubb, Should Not be Held in Contempt of Court
02/21/2017 Reset by Court to 03/06/2017

03/06/2017 **Motion to Associate Counsel** (9:00 AM) (Judicial Officer Denton, Mark R.)
Plaintiff's Motion to Associate Counsel - Jonathan S. Dabbieri, Esq.
Result: Denied

03/06/2017 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
[Minutes](#)

03/15/2017 **Decision and Order**
Decision and Order
Result: Matter Heard

03/15/2017 **Decision** (11:45 AM) (Judicial Officer Denton, Mark R.)
[Minutes](#)
Result: Decision Made

03/17/2017 **Motion for Summary Judgment**
Plaintiff APCO Construction's Motion for Summary Judgment Against Uintah Investments LLC dba Sierra Reinforcing

03/20/2017 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Denton, Mark R.)
Monica J. Caffaratti, Esq.'s Motion to Withdraw
[Minutes](#)
Result: Granted

03/29/2017 **Notice of Entry**
Notice of Entry of Decision and Order

03/29/2017 **Order Admitting to Practice**
Order admitting to Practice

03/29/2017 **Request**
Request to Submit proposed Order

03/30/2017 **Notice of Entry of Order**
Notice of Entry of Order Approving Motion to Associate Counsel

04/03/2017 **Motion** (9:00 AM) (Judicial Officer Denton, Mark R.)

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Notice of Motion for Hearing on Motion to Set Aside
[Minutes](#)

Result: Denied
04/03/2017 **CANCELED Status Check** (9:00 AM) (Judicial Officer Denton, Mark R.)
Vacated
Status Check Re: SCR 42 Compliance (Jonathan S. Dabbieri, Esq.)

04/03/2017 **Opposition to Motion For Summary Judgment**
Uintah Investments LLC dba Sierra Reinforcing's Opposition to APCO Construction's Motion for Summary Judgment

04/07/2017 **Reply in Support**
Plaintiff APCO Construction's Reply In Support of its Motion for Summary Judgment Against Uintah Investments LLC dba Sierra Reinforcing

04/14/2017 **Stipulation and Order**
Stipulation and Order to Continue Hearing on APCO Construction's Motion for Summary Judgment Against Uintah Investments, LLC dba Sierra Reinforcing

04/17/2017 **Notice of Entry of Order**
Notice of Entry of Stipulation and Order to Continue Hearing on APCO Construction's Motion for Summary Judgment Against Uintah Investments, LLC dba Sierra Roofing

04/18/2017 **Minute Order** (2:00 PM) (Judicial Officer Denton, Mark R.)
[Minutes](#)

Result: Decision Made
04/20/2017 **Notice of Bankruptcy**
Notice of Bankruptcy of Accuracy Glass & Mirror Co.

04/27/2017 **Motion to Associate Counsel**
Motion to Associate Counsel

04/27/2017 **Notice of Deposition**
United Subcontractors, Inc. d/b/a Skyline Insulation's Notice of 30(b)(6) Deposition of APCO Construction

04/27/2017 **Notice of Deposition**
United Subcontractors, Inc. d/b/a Skyline Insulation's Notice of 30(b)(6) Deposition of CAMCO Pacific Construction Co. Inc.

04/28/2017 **Motion for Withdrawal**
Motion to Withdraw as Counsel for Accuracy Glass & Mirror Co. and for Order Shortening Time

05/01/2017 **Notice of Deposition**
United Subcontractors, Inc. d/b/a Skyline Insulation's Amended Notice of 30(b)(6) Deposition of APCO Construction

05/08/2017 **Special Master Order**
Special Master Order

05/08/2017 **Special Master Order**
Special Master Report Regarding Discovery Status

05/11/2017 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Denton, Mark R.)
Eric B. Zimbelman, Esq.'s Motion to Withdraw as Counsel for Accuracy Glass & Mirror Co and for order Shortening Time
[Minutes](#)

Result: Granted
05/11/2017 **Order to Withdraw as Attorney of Record**
Order Granting Motion to Withdraw as Counsel for Accuracy Glass & Mirror Co. and for Order Shortening Time

05/12/2017 **Notice of Entry of Order**
Notice of Entry of Order

05/15/2017 **Motion for Summary Judgment** (9:00 AM) (Judicial Officer Denton, Mark R.)
Plaintiff APCO Construction's Motion for Summary Judgment Against Uintah Investments LLC dba Sierra Reinforcing
[Minutes](#)
04/17/2017 Reset by Court to 05/15/2017

Result: Granted
05/25/2017 **Order**
Order

05/25/2017 **Notice of Entry of Order**
Notice of Entry of Order

05/30/2017 **Motion to Associate Counsel** (9:00 AM) (Judicial Officer Denton, Mark R.)
Intervenor, National Wood Products INC's Motion to Associate Counsel
[Minutes](#)

Result: Granted
06/09/2017 **Substitution of Attorney**
Substitution of Attorneys

06/14/2017 **Order Denying**
Order Denying Defendant's Motion to Set Aside Judgment

06/16/2017 **Order Admitting to Practice**
Order Admitting to Practice

06/19/2017 **Stipulation and Order for Dismissal With Prejudice**
Stipulation and Order for Dismissal With Prejudice of Insulpro Projects, Inc.

06/20/2017 **Notice of Entry of Stipulation & Order for Dismissal**
Notice of Entry of Stipulation and Order

06/21/2017 **Order Denying Motion**
Order Denying Defendant's Motion to set aside Judgment

06/26/2017 **Notice of Entry of Order**
Notice of Entry of ORder

06/26/2017 **Motion To Dismiss - Alternative Motion For Summary Judgment**
APCO Construction's Motion to Dismiss or for Summary Judgment on Lien Claimants' NRS Ch 108 Claim for Foreclosure of Mechanic's Lien

06/26/2017 **Motion**
Motion to Substitute

06/28/2017 **Order to Withdraw as Attorney of Record**
Order Granting Monica Caffaratti's Motion to Withdraw at Attorney

07/05/2017 **Stipulation and Order for Dismissal With Prejudice**
Stipulation and Order for Dismissal With Prejudice of Insulpro Projects, Inc.

07/14/2017 **Motion to Continue**
Joint Motion to Continue Hearing on APCO Construction's Motion to Dismiss or for Summary Judgment on Lien Claimant's NRS CH 108 Claim for Foreclosure of Mechanics Lien on Order Shortening Time (First Request)

07/24/2017 **Motion to Continue** (9:00 AM) (Judicial Officer Denton, Mark R.)
Joint Motion to Continue Hearing on APCO Cosntructions Motion to Dismiss or for Summary Judgment on Lien Claimants NRS Ch 108 Claim for Foreclosure of Mechanics's Lien on Order Shortening Time
[Minutes](#)

Result: Granted
07/25/2017 **Minute Order** (5:35 PM) (Judicial Officer Denton, Mark R.)
[Minutes](#)

Result: Minute Order - No Hearing Held
07/26/2017 **Opposition to Motion For Summary Judgment**
Peel Brimley Lien Claimants' Opposition to APCO's Motion for Summary Judgment Re: Lien Claims

07/26/2017 **Joinder to Opposition to Motion**
1. Joinder of Interstate Plumbing & Air Conditioning, LLC to Opposition of Helix Electrical of Nevada, LLC to APCO Construction s Motion to Dismiss or for Summary Judgment on Lien Claimants NRS CH 108 Claim for Foreclosure of Mechanic s Lien

07/26/2017 **Opposition**
Zitting Brothers Construction, Inc.'s Opposition to APCO Construction's Motion to Dismiss or For Summary Judgment on Lien Claimant's NRS CH 108 Claim For Foreclosure of Mechanic's Lien

07/27/2017 **CANCELED Motion** (9:00 AM) (Judicial Officer Denton, Mark R.)

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Vacated - per Judge
Gerdau Reinforcing Steel's Motion to Substitute

07/31/2017 **Status Check** (9:00 AM) (Judicial Officer Denton, Mark R.)
Status Check Re: SCR 42 Compliance (S. Judy Hirahara, Esq.)
[Minutes](#)

Result: Matter Heard

07/31/2017 **Motion for Partial Summary Judgment**
Zitting Brothers Construction, Inc. s Motion For Partial Summary Judgment Against APCO Construction

08/01/2017 **Order Granting Motion**
Order Granting Gerdau Reinforcing Steel's Motion to Substitute

08/01/2017 **Reply in Support**
Apco Construction's Reply in Support of Motion to Dismiss or for Summary Judgment on Lien Claimants' NRS Ch. 108 Claim for Foreclosure of Mechanic's Lien

08/01/2017 **Notice of Entry**
Notice of Entry of Order Granting Gerdau Reinforcing Steel's Motion to Substitute

08/02/2017 **Motion for Partial Summary Judgment**
Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and Ex-Parte Application for Order Shortening Time

08/03/2017 **Joinder to Motion For Partial Summary Judgment**
Zitting Brothers Construction, Inc.'s Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements

08/03/2017 **Joinder**
Joinder to Peel Brimley Lien Claimants' Opposition to Apco's Motion for Summary Judgment Re: Lien Claims

08/03/2017 **Joinder**
Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If_Paid Agreements and Ex Parte Application for Order Shortening Time

08/04/2017 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

08/04/2017 **Joinder to Motion For Partial Summary Judgment**
Joinder of Interstate Plumbing & Air Conditioning, LLC to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements

08/07/2017 **Notice**
Pro Hac Vice Applicant S. Judy Hirahara's Notice of Compliance with SCR 42

08/07/2017 **Notice of Entry of Order**
Notice of Entry of Order

08/07/2017 **Joinder to Motion For Partial Summary Judgment**
Zitting Brothers Construction, Inc.' Joinder to Peel Brimley Lien Claimants' Opposition to APCO's Motion for Summary Judgment

08/07/2017 **Motion to Associate Counsel**
Motion to Associate Counsel

08/07/2017 **Joinder**
National Wood Products, Inc.'s Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements and Ex Parte Application Shortening Time; and Memorandum of Points and Authorities in Support Thereof

08/08/2017 **Joinder**
E & E Fire Protection, LLC's Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements

08/09/2017 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

08/09/2017 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure to Join Motion for Partial Summary Judgment

08/10/2017 **Motion to Dismiss** (9:00 AM) (Judicial Officer Denton, Mark R.)
APCO Construction's Motion to Dismiss or for Summary Judgment on Lien Claimants' NRS Ch 108 Claim for Foreclosure of Mechanic's Lien
[Minutes](#)

07/27/2017 Reset by Court to 08/10/2017

Result: Denied Without Prejudice

08/10/2017 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure (NRS Chapter 19)

08/11/2017 **Pre-Trial Disclosure**
Pre-Trial Disclosures of Interstate Plumbing & Air Conditioning, LLC Pursuant to Rule 16(a)(3) of the Nevada Rules of Civil Procedure

08/11/2017 **Pre-Trial Disclosure**
Amended Pre-Trial Disclosures of Interstate Plumbing & Air Conditioning, LLC Pursuant to Rule 16(a)(3) of the Nevada Rules of Civil Procedure

08/11/2017 **Joinder to Motion For Partial Summary Judgment**
United Subcontractors, Inc. dba Skyline Insulation's Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements

08/11/2017 **Joinder to Motion For Partial Summary Judgment**
United Subcontractors, Inc. dba Skyline Insulation's Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements

08/11/2017 **Pre-Trial Disclosure**
Plaintiff in Intervention National Wood Products, Inc.'s Pre-Trial Disclosure Pursuant to NRCP 16.1(a)(3)

08/17/2017 **Opposition**
Camco's Opposition to Lien Claimants' Motion for Partial Summary Judgment

08/21/2017 **Notice**
Notice of Scheduling Settlement Conference

08/21/2017 **Opposition**
APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay if Paid Agreements

08/21/2017 **Opposition to Motion**
APCO Construction's Opposition to Zitting Brothers Construction Inc.'s Partial Motion for Summary Judgment

08/22/2017 **Ex Parte Application**
Ex Parte Application for Order Shortening Time on Motion to Associate Counsel

08/30/2017 **Order Denying Motion**
Order Denying APCO Construction's Motion for Partial Summary Judgment re: Lien Foreclosure Claims

08/30/2017 **Notice of Entry of Order**
Notice of Entry of Order

08/31/2017 **Order Shortening Time**
Order Shortening Time on Hearing for Motion to Associate Counsel

08/31/2017 **Stipulation and Order**
Stipulation and Order to Continue September 5, 2017 Hearing on Motions for Partial Summary Judgment

09/01/2017 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Continue September 5, 2017 Hearing on Motions for Partial Summary Judgment

09/05/2017 **Calendar Call** (2:00 PM) (Judicial Officer Denton, Mark R.)
[Minutes](#)

Result: Vacate

09/05/2017 **Motion to Associate Counsel** (9:00 AM) (Judicial Officer Denton, Mark R.)
Intervening Plaintiff, National Wood Products, Inc.'s Order Shortening Time on Hearing for Motion to Associate Counsel (John B. Taylor)
[Minutes](#)

Result: Granted

09/06/2017 **Notice of Entry of Order**
Notice of Entry of Order

09/06/2017 **Order Admitting to Practice**

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Order Admitting to Practice

09/06/2017 **Notice of Entry of Order**
Notice of Entry of Order Shortening Time on Hearing for Motion to Associate Counsel

09/06/2017 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice

09/07/2017 **Pre-trial Memorandum**
United Subcontractors, Inc. d/b/a Skyline Insulation's Pre-Trial Statement/Memorandum

09/11/2017 **CANCELED Motion to Associate Counsel** (9:00 AM) (Judicial Officer Denton, Mark R.)
Vacated - Duplicate Entry
National Wood Products Inc Motion to Associate Counsel

09/11/2017 **Hearing** (9:00 AM) (Judicial Officer Denton, Mark R.)
Oral Motion to Dismiss
[Minutes](#)

Result: Granted

09/12/2017 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Denton, Mark R.)
Vacated - per Judge

09/20/2017 **Order Granting Motion**
Order Granting Plaintiff's Motion to Dismiss

09/20/2017 **Notice of Compliance**
Pro Hac Vice Applicant John B. Taylor's Notice of Compliance with SCR 42

09/20/2017 **Stipulation and Order for Dismissal**
Stipulation and Order of Dismissal of All Claims Relating to Cardno WRG, Inc.

09/21/2017 **Settlement Conference** (9:00 AM) ()
[Minutes](#)

Result: Not Settled

09/21/2017 **Notice of Entry of Order**
Notice of Entry of Order

09/21/2017 **Notice of Entry of Stipulation & Order for Dismissal**
Notice of Entry of Stipulation and Order for Dismissal

09/28/2017 **Reply to Opposition**
Peel Brimley Lien Claimants' Reply to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements

09/29/2017 **Notice of Association of Counsel**
Notice of Association of Counsel

09/29/2017 **Notice of Appearance**
Notice of Appearance and Request for Notice

09/29/2017 **Reply in Support**
Zitting Brothers Construction, Inc.'s Reply In Support of Motion for Partial Summary Judgment Against APCO Construction

10/05/2017 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Denton, Mark R.)
10/05/2017, 11/16/2017
Zitting Brothers Construction Inc's Motion for Partial Summary Judgement Against APCO Construction
09/05/2017 Reset by Court to 10/05/2017

Result: Continued

10/05/2017 **Motion for Summary Judgment** (9:00 AM) (Judicial Officer Denton, Mark R.)
10/05/2017, 11/16/2017
Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements and Ex Parte Application for Order Shortening time
08/24/2017 Reset by Court to 09/05/2017
09/05/2017 Reset by Court to 10/05/2017

Result: Continued

10/05/2017 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
10/05/2017, 11/16/2017
Zitting Brothers Construction, Inc.'s Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements
08/24/2017 Reset by Court to 09/05/2017
09/05/2017 Reset by Court to 10/05/2017
10/16/2017 Reset by Court to 11/16/2017

Result: Continued

10/05/2017 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Denton, Mark R.)
10/05/2017, 11/16/2017
Steel Structures, Inc., Nevada Prefab Engineering, and Gerdau Reinforcing Steel's Joinder to Peel Brimley Lien Claimants' Opposition to Apco's Motion for Summary Judgment Re: Lien Claims
08/24/2017 Reset by Court to 09/05/2017
09/05/2017 Reset by Court to 10/05/2017

Result: Continued

10/05/2017 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
10/05/2017, 11/16/2017
William A. Leonard, Jr.'s Joinder of Interstate Plumbing and Air Conditioning LLC to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements
08/24/2017 Reset by Court to 09/05/2017
09/05/2017 Reset by Court to 10/05/2017

Result: Continued

10/05/2017 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
10/05/2017, 11/16/2017
National Wood Products Inc's Joinder to Peel Brimley Lien Claimants Motion for Partial Summary Judgment Precluding Defenses Based on Pay If Paid Agreements and Ex Parte Application Shortening Time; and Memorandum of Point and Authorities in Support Thereof
08/24/2017 Reset by Court to 09/05/2017
09/05/2017 Reset by Court to 10/05/2017

Result: Continued

10/05/2017 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
10/05/2017, 11/16/2017
E & E Fire Protection, LLC's Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements
09/05/2017 Reset by Court to 10/05/2017

Result: Continued

10/05/2017 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
10/05/2017, 11/16/2017
United Subcontractors, Inc. dba Skyline Insulation's Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements
09/05/2017 Reset by Court to 10/05/2017

Result: Continued

10/05/2017 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
10/05/2017, 11/16/2017
United Subcontractors, Inc. dba Skyline Insulation's Joinder to Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements

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09/05/2017 Reset by Court to 10/05/2017

Result: Continued

10/05/2017 **Status Check** (9:00 AM) (Judicial Officer Denton, Mark R.)
Status Check Re: Resetting Trial
 Result: Matter Heard

10/05/2017 **CANCELED Status Check** (9:00 AM) (Judicial Officer Denton, Mark R.)
Vacated
Status Check Re: SCR 42 Compliance (John B. Taylor, Esq.)

10/05/2017 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
[Minutes](#)

Result: Matter Heard

10/13/2017 **Order Setting Civil Non-Jury Trial and Calendar Call**
Order Setting Civil Non- Jury Trial and Calendar Call

10/26/2017 **Motion to Withdraw As Counsel**
Motion to Withdraw as Counsel for Buchele, Inc. and for Order Shortening Time

10/26/2017 **Order**
Order

10/30/2017 **Notice of Entry of Order**
Notice of Entry of Order

11/06/2017 **Supplement to Opposition**
Supplemental Briefing in Opposition to Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against Apco Construction, Inc.

11/06/2017 **Motion in Limine**
Helix Electric of Nevada's Motions in Limine Nos. 1-4 (Against APCO Construction)

11/06/2017 **Motion in Limine**
Zitting Brothers Construction, Inc.'s Motion In Limine To Limit The Defenses of APCO Construction To The Enforceability of Pay-If-Paid Provision

11/06/2017 **Omnibus Motion In Limine**
APCO Construction Inc.'s Omnibus Motion in Limine

11/06/2017 **Notice of Hearing**
Notice of Hearing on Helix Electric of Nevada's Motions in Limine Nos. 1-4 (Against APCO Construction)

11/06/2017 **Notice of Hearing**
Notice of Hearing on Peel Brimley Lien Claimants' Motions in Limine Nos. 1-6 (Against Camco Pacific Construction, Inc.)

11/06/2017 **Motion in Limine**
Peel Brimley Lien Claimants' Motions in Limine Nos. 1-6 (Against Camco Pacific Construction, Inc.)

11/06/2017 **Motion in Limine**
Plaintiff In Intervention, Natioal Wood Products, Inc's Motion in Limine to Exclude Evidence Testimony, Documents and Things not Properly Produced by Defendant APCO Construction in Discovery; Declaration of S.Judy Hirahara; and Memorandum of Points and Authorities in Support Thereof

11/07/2017 **Notice of Hearing**
Notice of Hearing on Plaintiff-In-Intervention, National Wood Products, Inc.'s Motion In Limine to Exclude Evidence, Testimony, Documents and Things Not Properly Produced by Defendant APCO Construction in Discovery; Declaration of S. Judy Hirahara; and Memorandum of Points and Authorities in Support Thereof

11/13/2017 **Notice of Deposition**
Plaintiff In Intervention National Wood Products, Inc.'s Notice of Deposition of Deposition of Nicholas Cox, Cabinetec's Representative

11/13/2017 **Notice of Deposition**
Notice of Deposition of Kurt Micek, National Wood Products, Inc.'s Person Most Knowledgeable

11/14/2017 **Objection**
Apco Construction's Objections to National Wood Products, Inc.'s November 13, 2017 Notices of Depositions

11/14/2017 **Notice of Change of Address**
Notice of Change of Address

11/14/2017 **Opposition to Motion in Limine**
National Wood Products, Inc.'s Opposition to APCO Construction's Omnibus Motion In Limine Nos. 3, 6 and 7A

11/14/2017 **Opposition**
Apco Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions in Limine Nos. 1-4 (Against Apco Construction)

11/14/2017 **Opposition**
Apco Construction's Opposition to Zitting Brothers Construction, Inc.'s Motion in Limine to Limit the Defenses of Apco Construction to the Enforceability of a Pay-If-Paid Provision

11/14/2017 **Opposition**
Apco Construction, Inc.'s Opposition to Plaintiff-In-Intervention, National Wood Products, Inc.'s Motion in Limine to Exclude Evidence, Testimony, Documents and things not Properly Produced by Defendant Apco Construction in Discovery

11/14/2017 **Opposition to Motion**
Zitting Brothers Construction, Inc.'s Opposition to APCO Construction's Omnibus Motion in Limine

11/14/2017 **Joinder**
Peel Brimley Lien Claimants' Joinder to Oppositions to APCO Construction's Omnibus Motion in Limine

11/14/2017 **Opposition to Motion in Limine**
Buchele, Inc.'s Opposition to APCO Construction's Omnibus Motion in Limine

11/14/2017 **Opposition to Motion in Limine**
Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion in Limine

11/14/2017 **Joinder**
Camco's Joinder to Apco's Objections t National Wood Products, Inc.'s Notices of Deposition

11/14/2017 **Opposition to Motion in Limine**
Camco's Opposition to Lien CLaimants' Motions in Limine Nos. 1-6

11/15/2017 **Reply in Support**
Apco Construction, Inc.'s Reply in Support of its Omnibus Motion in Limine

11/15/2017 **Joinder**
Zitting Brothers Construction, Inc.'s Joinder To Other Lien Claimants' Opposition To APCO Construction's Omnibus Motion in Limine

11/15/2017 **Joinder**
Zitting Brothers Construction, Inc.'s Joinder To Other Lien Claimants' Motions In Limine Against APCO Construction

11/16/2017 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Denton, Mark R.)
Eric B. Zimbelman, Esq.'s Motion to Withdraw as Counsel for Buchele, Inc. and for Order Shortening Time
 Result: Granted

11/16/2017 **Motion in Limine** (9:00 AM) (Judicial Officer Denton, Mark R.)
Zitting Brothers Construction, Inc.'s Motion in Limine to Limit the Defenses of Apco Construction to the Enforceability of Pay-If-Paid Provision
 Result: Granted

11/16/2017 **Omnibus Motion in Limine** (9:00 AM) (Judicial Officer Denton, Mark R.)
Apco Construction, Inc.'s Omnibus Motion in Limine
 Result: Granted in Part

11/16/2017 **Motion in Limine** (9:00 AM) (Judicial Officer Denton, Mark R.)
Helix Electric of Nevada's Motions in Limine Nos. 1-4 (Against APCO Construction)
 Result: Granted in Part

11/16/2017 **Motion in Limine** (9:00 AM) (Judicial Officer Denton, Mark R.)
Peel Brimley Lien Claimants' Motions in Limine Nos. 1-6 (Against Camco Pacific Construction, Inc.)
 Result: Granted

11/16/2017 **Motion in Limine** (9:00 AM) (Judicial Officer Denton, Mark R.)
Plaintiff In Intervention, Natioal Wood Products, Inc's Motion in Limine to Exclude Evidence Testimony, Documents and Things not Properly Produced by Defendant APCO Construction in Discovery; Declaration of S.Judy Hirahara; and Memorandum of Points and Authorities in Support Thereof
 Result: Granted

11/16/2017 **Motion in Limine** (9:00 AM) (Judicial Officer Denton, Mark R.)
Helix Electric of Nevada's Motion in Limine Nos. 1-4 Against APCO Construction

11/16/2017 **Supplement to Response and Opposition**

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Zitting Brothers Construction, Inc. s Response To APCO Construction s Supplemental Opposition To Zitting Brothers Construction, Inc. s Motion For Partial Summary Judgment

11/16/2017 **Reply in Support**
Zitting Brothers Construction, Inc s Reply In Support Of Motion In Limine To Limit The Defenses Of APCO Construction (APCO) To The Enforceability Of Pay-If-Paid Provision

11/16/2017 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

11/20/2017 **Calendar Call** (2:00 PM) (Judicial Officer Denton, Mark R.)
[Parties Present](#)
[Minutes](#)
Result: Vacated and Reset

11/27/2017 **Decision**
Decision

11/27/2017 **Decision**
Decision

11/28/2017 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Denton, Mark R.)
Vacated - per Judge

11/29/2017 **CANCELED Motion to Compel** (9:30 AM) (Judicial Officer Bulla, Bonnie)
Vacated - On in Error
Plaintiff's Second Motion to Compel Discovery

11/30/2017 **Order Setting Civil Non-Jury Trial**
Order Setting Civil Non-Jury Trial and Calendar Call

12/05/2017 **Minute Order** (5:03 PM) (Judicial Officer Denton, Mark R.)
[Minutes](#)
Result: Minute Order - No Hearing Held

12/05/2017 **Minute Order** (5:03 PM) (Judicial Officer Denton, Mark R.)
[Minutes](#)
Result: Minute Order - No Hearing Held

12/05/2017 **Minute Order** (5:03 PM) (Judicial Officer Denton, Mark R.)
[Minutes](#)
Result: Minute Order - No Hearing Held

12/05/2017 **Minute Order** (5:03 PM) (Judicial Officer Denton, Mark R.)
[Minutes](#)
Result: Minute Order - No Hearing Held

12/05/2017 **Minute Order** (5:03 PM) (Judicial Officer Denton, Mark R.)
[Minutes](#)
Result: Minute Order - No Hearing Held

12/05/2017 **CANCELED Minute Order** (5:03 PM) (Judicial Officer Denton, Mark R.)
Vacated - Duplicate Entry

12/06/2017 **Motion**
Apco Construction, Inc.'s Motion to Request Buchele, Inc. Comply with EDCR 7.42 on Order Shortening Time

12/07/2017 **CANCELED Minute Order** (5:03 PM) (Judicial Officer Denton, Mark R.)
Vacated

12/18/2017 **Certificate of Service**
Certificate of Service

12/21/2017 **Motion** (9:00 AM) (Judicial Officer Denton, Mark R.)
Apco Construction, Inc.'s Motion to Request Buchele, Inc. Comply with EDCR 7.42 on Order Shortening Time
[Parties Present](#)
[Minutes](#)
Result: Granted

12/28/2017 **Order Granting Motion**
Order Granting Peel Brimley Lien Claimants' Motions in Limine Nos. 1-6 (Against Camco Pacific Construction, Inc.)

12/28/2017 **Order**
Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motions in Limine (Against APCO Construction)

12/28/2017 **Order**
Order Granting in Part and Denying in Part APCO Constructions's Omnibus Motion in Limine

12/29/2017 **Notice of Entry of Order**
Notice of Entry of Order

12/29/2017 **Notice of Entry of Order**
Notice of Entry of Order

12/29/2017 **Notice of Entry of Order**
Notice of Entry of Order

12/29/2017 **Findings of Fact, Conclusions of Law and Order**
Findings of Fact, Conclusion of Law, and Order Granting Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against Apco

01/02/2018 **Calendar Call** (2:00 PM) (Judicial Officer Denton, Mark R.)
[Parties Present](#)
[Minutes](#)
Result: Trial Date Set

01/02/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing Re: All Pending Motions, October 5, 2017

01/02/2018 **Recorders Transcript of Hearing**
Recorder's Transcript of Hearing Re: All Pending Motions, November 16, 2017

01/02/2018 **Order Granting Motion**
Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid Agreements

01/02/2018 **Notice of Entry**
Notice of Entry of Findings of Fact, Conclusion of Law, and Order Granting Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against Apco Construction

01/03/2018 **Notice of Entry of Order**
Notice of Entry of Order

01/04/2018 **Amended Order**
Amended Nunc Pro Tunc Order Regarding Apco Construction, Inc.'s Omnibus Motion in Limine - Motion in Limine No. 7

01/04/2018 **Motion**
Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay if Paid Provisions on an Order Shortening Time

01/04/2018 **Notice of Entry of Order**
Notice of Entry of Order on Amended Nunc Pro Tunc Order Regarding Apco Construction, Inc's Omnibus Motion in Limine - Motion in Limine No. 7

01/08/2018 **Joinder To Motion**
Camco's Joinder in Apco's Motion for Reconsideration

01/08/2018 **Notice of Attorney Lien**
Notice of Attorney's Lien

01/08/2018 **Motion**

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01/09/2018 *Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction, Inc.'s Partial Motion for Summary Judgment and Ex Parte Application for Order Shortening Time and to Exceed Page Limit*
CANCELED Non-Jury Trial (9:00 AM) (Judicial Officer Denton, Mark R.)
Vacated - per Judge

01/09/2018 **Opposition to Motion**
Plaintiff in Intervention, National Wood Products, Inc.s Opposition to APCO Construction's Motion for Reconsideration of the Court's Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment to Preclude Defenses of Pay if Paid Provisions

01/09/2018 **Opposition to Motion**
Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements

01/09/2018 **Order Granting Motion**
Order Granting Plaintiff In Intervention, National Wood Products, Inc.'s Motion In Limine

01/10/2018 **Reply in Support**
Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-If-Paid Provisions on an Order Shortening Time

01/10/2018 **Opposition to Motion**
Zitting Brothers Construction, Inc.'s Opposition to APCO Construction, Inc.'s Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction's Partial Motion for Summary Judgment

01/10/2018 **Notice of Entry of Order**
Notice of Entry of Order Granting Plaintiff In Intervention National Wood Products, Inc.'s Motion In Limine

01/11/2018 **Motion For Reconsideration** (9:00 AM) (Judicial Officer Denton, Mark R.)
Plaintiff's Motion for Reconsideration of Courts Order Granting Peel Brimley Lien Claimants Partial Motion for Summary Judgment to Preclude Defenses Based on Pay if Paid Provisions on and Order Shortening Time
Result: Denied

01/11/2018 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
Camco's Joinder to APCO's Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimant's Partial Motion for Summary Judgment to Preclude Defenses Based on Pay if Paid Provisions
Result: Denied

01/11/2018 **Motion For Reconsideration** (9:00 AM) (Judicial Officer Denton, Mark R.)
Plaintiff's Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction, Inc.'s Partial Motion for Summary Judgment and Ex Parte Application for Order Shortening Time and to Exceed Page Limit
Result: Denied

01/11/2018 **Motion to Stay**
Plaintiff's Motion to Stay Pending Entry of Final Judgment Pursuant to NRCP 62(B) and (62(H) on Order Shortening Time

01/11/2018 **Pre-trial Memorandum**
E&E Fire Protection, LLC's Pretrial Memorandum

01/11/2018 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

01/12/2018 **Joint Pre-Trial Memorandum**
Joint Pre-Trial Memorandum (for APCO Construction, Inc., the Peel Brimley Lien Claimants, and National Wood Products, LLC Only)

01/16/2018 **Motion to Stay** (9:00 AM) (Judicial Officer Denton, Mark R.)
01/16/2018, 01/19/2018
Plaintiff's Motion to Stay Pending Entry of Final Judgment Pursuant to NRCP 62(B) and (62(H) on Order Shortening Time
[Parties Present](#)
[Minutes](#)
Result: Continued

01/16/2018 **Order Granting**
Order Granting Apco Construction, Inc.'s Motion to Request Buchele, Inc. Comply with EDCR 7.42 on Order Shortening Time

01/16/2018 **Notice of Entry**
Notice of Entry of Order Granting Apco Construction, Inc.'s Motion to Request Buchele, Inc. Comply with EDCR 7.42 on Order Shortening Time

01/16/2018 **Trial Brief**
Apco Construction, Inc.'s Trial Brief

01/17/2018 **Bench Trial** (10:00 AM) (Judicial Officer Denton, Mark R.)
01/17/2018, 01/18/2018, 01/19/2018, 01/23/2018, 01/24/2018, 02/06/2018
[Parties Present](#)
[Minutes](#)
Result: Trial Continues

01/17/2018 **Trial Brief**
Plaintiff In Intervention National Wood Products, Inc.'s Trial Brief

01/18/2018 **Opposition**
Zitting Brothers Construction, Inc.'s Opposition To Motion To Stay Pending Entry Of Final Judgment Pursuant To NRCP 62(B) and 62(H)

01/18/2018 **Stipulation and Order**
Stipulation and Order Regarding Trial Exhibits Admitted into Evidence

01/18/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order Regarding Trial Exhibits Admitted into Evidence

01/19/2018 **Order Denying Motion**
Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements

01/19/2018 **Notice of Entry of Order**
Notice of Entry of Order

01/19/2018 **Minute Order** (3:00 AM) (Judicial Officer Williams, Timothy C.)

01/25/2018 **Notice of Change**
Notice of Change of Firm Affiliation and Address

01/25/2018 **Order Denying Motion**
Oder Denying APCO Construction, Inc.'s Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction, Inc.'s Partial Motion for Summary Judgment

01/29/2018 **Memorandum of Costs and Disbursements**
Zitting Brothers Construction, Inc.'s Verified Memorandum of Costs

01/29/2018 **Memorandum**
Memorandum In Support of APCO Construction, Inc.'s Payment of Attorneys' Fees, Costs, and Interest to Zitting Brothers Construction, Inc.

01/31/2018 **Notice of Entry of Order**
Notice of Entry of Order Denying APCO Construction, Inc.'s Motion for Reconsideration of Court's Order Granting Zitting Brothers Construction, Inc.'s Partial Motion for Summary Judgment

01/31/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing Re: Bench Trial - Day One, January 17, 2018

01/31/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing Re: Bench Trial - Day Two, January 18, 2018

01/31/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing Re: Bench Trial - Day Three, January 19, 2018

01/31/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing Re: Bench Trial - Day Five, January 24, 2018

02/05/2018 **Stipulation and Order for Dismissal**
Stipulation and Order to Dismiss Third Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against Apco Construction, Inc. with Prejudice

02/15/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing Re: Bench Trial - Day Six, February 6, 2018

02/16/2018 **Notice of Appeal**

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02/16/2018 **Notice of Appeal**
Case Appeal Statement
Case Appeal Statement

02/16/2018 **Opposition**
Apco Construction, Inc.'s Opposition to Zitting Brothers, Inc.'s Memorandum In Support of Apco Construction, Inc.'s Payment of Attorneys' Fees, Costs and Interest to Zitting Construction Brothers, Inc.

02/26/2018 **Reply in Support**
Zitting Brothers Construction, Inc.'s Reply in Support of Its Memorandum in Support of APCO Construction, Inc.'s Payment of Attorneys' Fees, Costs, and Interest

02/28/2018 **Stipulation and Order**
Stipulation and Order to Extend Deadline to file Proposed Findings of Fact, Conclusions of Law and Post-Trial Briefs

02/28/2018 **Finding of Fact and Conclusions of Law**
(Proposed) E&E Fire Protections, LLC's Findings of Facts and Conclusions of Law - Proposed

02/28/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Extend Deadline to File Proposed Findings of Fact, Conclusions of Law and Post-Trial Briefs

03/01/2018 **Hearing** (9:00 AM) (Judicial Officer Denton, Mark R.)
Hearing Re: ZBCI Attorney's Fees and Costs
[Parties Present](#)
[Minutes](#)
01/18/2018 Reset by Court to 03/01/2018
Result: Under Advisement

03/08/2018 **Trial Brief**
Plaintiff In Intervention, National Wood Products, Inc.'s Post Trial Brief

03/08/2018 **Trial Brief**
Apco Construction, Inc.'s Post-Trial Brief

03/08/2018 **Trial Brief**
Camco's Post Trial Brief

03/23/2018 **Respondent's Answering Brief**
Plaintiff in Intervention, National Wood Products, Inc.'s Response to CAMCO Pacific Construction Company, Inc.'s Post-Trial Brief

03/23/2018 **Respondent's Answering Brief**
Plaintiff in Intervention, National Wood Products, Inc.'s Response to APCO Construction, Inc.'s Post-Trial Brief

03/23/2018 **Response**
Helix Electric of Nevada, LLC's Response to APCO Construction's Post-Trial Brief

03/23/2018 **Response**
Peel Brimley Lien Claimants' Response to Camco's Post-Trial Brief

03/23/2018 **Opposition to Motion**
APCO Construction, Inc.'s Opposition to Camco Pacific Construction Company's Post-Trial Brief

03/27/2018 **Decision**
Decision

04/25/2018 **Findings of Fact, Conclusions of Law and Order**
Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO

04/26/2018 **Finding of Fact and Conclusions of Law**
Findings of Fact and Conclusion of Law Re Camco

04/26/2018 **Finding of Fact and Conclusions of Law**
Findings of Fact and Conclusions of Law as to the Claims of Fast Glass, INC.

04/26/2018 **Finding of Fact and Conclusions of Law**
Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction CO.,INC.

04/26/2018 **Finding of Fact and Conclusions of Law**
Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing

04/26/2018 **Finding of Fact and Conclusions of Law**
Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction Inc.

04/26/2018 **Finding of Fact and Conclusions of Law**
E&E Fire Protection,LLC'S Findings of Fact and Conclusions of Law

04/26/2018 **Finding of Fact and Conclusions of Law**
Findings of Fact and Conclusions of Law as to the Claims of SWPPP Compliance Solutions Inc.

04/26/2018 **Order**
Order Re Submission of Proposed Judgments

05/01/2018 **Memorandum of Costs and Disbursements**
E&E Fire Protection's Memorandum of Costs and Disbursements

05/03/2018 **Memorandum of Costs and Disbursements**
Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)

05/03/2018 **Memorandum of Costs and Disbursements**
Memorandum of Costs and Disbursements (Heinaman Contract Glazing)

05/03/2018 **Memorandum of Costs and Disbursements**
Memorandum of Costs and Disbursements (Fast Glass, Inc.)

05/03/2018 **Memorandum of Costs and Disbursements**
Memorandum of Costs and Disbursements (Cactus Rose Construction, Inc.)

05/03/2018 **Memorandum of Costs and Disbursements**
Memorandum of Costs and Disbursements (SWPPP Compliance Solutions, LLC)

05/03/2018 **Memorandum of Costs and Disbursements**
Apco Construction, Inc.'s Memorandum of Costs and Disbursements (Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, LLC)

05/04/2018 **Order**
Order Regarding Plaintiff's Motion to Stay Pending Entry of Final Judgment Pursuant to NRCP 62(B) and 62(H) on Order Shortening Time

05/04/2018 **Motion for Attorney Fees**
E&E Fire Protection's Motion for Attorney Fees Against Camco Pacific Construction Company

05/08/2018 **Order**
Order Determining Amount of Zitting Brothers Construction, Inc's Attorney's Fees, Costs, and Prejudgment Interest

05/08/2018 **Motion to Retax**
Plaintiff In Intervention, National Wood Products, Inc.'s Notice of Motion and Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements Against Plaintiff In Intervention National Wood Products, Inc.

05/08/2018 **Joinder To Motion**
Plaintiff In Intervention National Wood Products, Inc.'s, Joinder to Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements

05/08/2018 **Motion to Retax**
Helix Electric of Nevada, LLC's Motion to Retax Costs re: Defendant APCO Construction's Memorandum of Costs and Disbursements

05/08/2018 **Joinder To Motion**
Helix Electric of Nevada, LLC's Joinder to National Wood's Motion to Retax Costs re: Defendant APCO Construction's Memorandum of Costs and Disbursements

05/08/2018 **Motion for Attorney Fees and Costs**
Apco Construction, Inc.'s Motion for Attorney's Fees and Costs against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.

05/11/2018 **Notice of Entry of Order**
Notice of Entry of Order Determining Amount of Zitting Brothers Construction, Inc.'s Attorney's Fees, Costs, and Prejudgment Interest

05/16/2018 **Judgment**
Judgment in Favor of E&E Fire Protection and Against CAMCO Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland

05/17/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment in Favor of E&E Fire Protection and Against Camco Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland

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05/21/2018 **Notice of Appearance**
Notice of Appearance

05/23/2018 **Judgment**
Judgment in Favor of Zitting Brothers Construction, Inc.

05/24/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment in Favor of Zitting Brothers Construction, Inc.

05/25/2018 **Stipulation and Order for Dismissal With Prejudice**
Stipulation and Order for Dismissal with Prejudice

05/25/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order

05/25/2018 **Motion to Withdraw As Counsel**
Motion to Withdraw as Counsel of Record And For Entry of Final Judgment for Fees and Costs

05/26/2018 **Supplemental Points and Authorities**
APCO Construction, Inc.'s Supplement to its Motion for Attorneys Fees and Costs Against Helix Electric of Nevada, LLC and National Wood Products, Inc.

05/29/2018 **Substitution of Attorney**
Substitution of Attorneys

05/30/2018 **Stipulation and Order**
Stipulation and Order to Continue Hearings and Extend Briefing Deadlines

05/30/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order

05/30/2018 **Judgment**
Judgment [As to the Claims of SWPPP Compliance Solutions, Inc. Against Camco Construction Co., Inc.]

05/30/2018 **Judgment**
Judgment [As to the Claims of Fast Glass, Inc. Against Camco Construction Co., Inc.]

05/30/2018 **Judgment**
Judgment [As to the Claims of Helix Electric of Nevada Against Camco Construction Co., Inc.]

05/30/2018 **Judgment**
Judgment [As to the Claims of Cactus Rose Construction Co., Inc. Against Camco Construction Co., Inc.]

05/30/2018 **Judgment**
Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]

05/30/2018 **Order Shortening Time**
Order Shortening Time for Hearing on Motion to Withdraw

05/31/2018 **Judgment**
Judgment [As to the Claims of Helix Electric of Nevada LLC and Plaintiff in Intervention National Wood Products Inc's Against Apco Construction Inc]

05/31/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment

05/31/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment

05/31/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment

05/31/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment

05/31/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment

05/31/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment

05/31/2018 **Opposition to Motion**
Peel Brimley Lien Claimants' Limited Opposition to Motion of Camco Counsel to Withdraw and for Judgment on Attorney's Lien

05/31/2018 **Motion to Enforce**
United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment

05/31/2018 **Opposition and Counter-motion**
Fidelity and Deposit Company of Maryland's Opposition to Motion to Withdraw as Counsel of Record and for Entry of Final Judgment For Fees & Costs and Counter-motion for Sanctions

06/01/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment

06/01/2018 **Motion for Attorney Fees and Costs**
Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs

06/01/2018 **Motion for Attorney Fees and Costs**
Heinaman Contract Glazing's Motion for Attorney's Fees, Interest and Costs

06/01/2018 **Motion for Attorney Fees and Costs**
SWPPP Compliance Solution Inc.'s Motion for Attorney's Fees, Interest and Costs

06/01/2018 **Motion for Attorney Fees and Costs**
Fast Glass, Inc.'s Motion for Attorney's Fees, Interest and Costs

06/01/2018 **Motion for Attorney Fees and Costs**
Cactus Rose Construction Co., Inc.'s Motion for Attorney's Fees, Interest and Costs

06/04/2018 **Motion for Attorney Fees** (9:00 AM) (Judicial Officer Denton, Mark R.)
E&E Fire Protection's Motion for Attorney Fees Against Camco Pacific Construction Company
Result: Granted

06/04/2018 **Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer Denton, Mark R.)
Motion to Withdraw as Counsel of Record And For Entry of Final Judgment for Fees and Costs
07/02/2018 Reset by Court to 06/04/2018
Result: Granted in Part

06/04/2018 **Opposition and Counter-motion** (9:00 AM) (Judicial Officer Denton, Mark R.)
Fidelity and Deposit Company of Maryland's Opposition to Motion to Withdraw as Counsel of Record and for Entry of Final Judgment For Fees & Costs and Counter-motion for Sanctions
Result: Denied

06/04/2018 **Order Granting Motion**
Order Granting E&E Fire Protection's Motion for Attorney Fees Against CAMCO Pacific Construction Company, Inc.

06/04/2018 **Notice of Entry of Order**
Notice of Entry of Order Granting E&E Fire Protection's Motion for Attorney Fees Against Camco Pacific Construction Company

06/04/2018 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

06/07/2018 **Motion**
Fidelity and Deposit Company of Maryland's Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond, and Dismissal

06/08/2018 **Amended Notice of Appeal**
Amended Notice of Appeal

06/08/2018 **Amended Case Appeal Statement**
Amended Case Appeal Statement

06/08/2018 **Motion**
Plaintiff's Motion for 54(b) Certification and for Stay Pending Appeal on Order Shortening Time

06/11/2018 **Response**
E&E Fire Protection's Response to Fidelity and Deposit Company of Maryland's Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal; and E&E Fire Protection's Motion to Disburse Funds to E&E Fire Protection

06/14/2018 **Response**
The PB Judgment Creditors' Response to Fidelity's Motion to Interplead Bond Proceeds and Objection to E&E Fire's Response

06/15/2018 **Declaration**
Declaration of S. Judy Hirahara

06/15/2018 **Request**

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Request for Transcript of Proceedings

06/15/2018 **Opposition**
Helix Electric of Nevada's Opposition to APCO Construction's Motion for Attorney's Fees and Costs

06/15/2018 **Opposition**
Apco Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs

06/15/2018 **Opposition to Motion**
Plaintiff-In-Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs

06/18/2018 **Joinder to Opposition to Motion**
Plaintiff In Intervention, National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorney's Fees and Costs

06/19/2018 **Opposition**
Zitting Brothers' Construction, Inc.'s Limited Opposition to APCO Construction, Inc.'s Motion for 54(b) Certification and for Stay Pending Appeal on Order Shortening Time

06/21/2018 **Motion** (9:00 AM) (Judicial Officer Denton, Mark R.)
Plaintiff's Motion for 54(b) Certification and for Stay Pending Appeal on Order Shortening Time
[Parties Present](#)
[Minutes](#)

Result: Motion Granted

06/21/2018 **Notice of Non Opposition**
SWPPP Compliance Solution Inc.'s Notice of Non Opposition to Its Motion for Attorney's Fees, Interest and Costs

06/21/2018 **Notice of Non Opposition**
Cactus Rose Construction Co., Inc.'s Notice of Non Opposition to Its Motion for Attorney's Fees, Interest and Costs

06/21/2018 **Notice of Non Opposition**
Helix Electric of Nevada, LLC's Notice of Non Opposition to Its Motion for Attorney's Fees, Interest and Costs

06/21/2018 **Notice of Non Opposition**
Heinaman Contract Glazing's Notice of Non Opposition to Its Motion for Attorney's Fees, Interest and Costs

06/21/2018 **Notice of Non Opposition**
Fast Glass, Inc.'s Notice of Non Opposition to Its Motion for Attorney's Fees, Interest and Costs

06/26/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing Re: All Pending Motions, January 11, 2018

06/26/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing Re: Plaintiff's Motion For 54(b) Certification And For Stay Pending Appeal On Order Shortening Time, June 21, 2018

06/28/2018 **Notice of Appeal**
Notice of Appeal

06/28/2018 **Case Appeal Statement**
Case Appeal Statement

06/29/2018 **Reply to Motion**
Helix Electric of Nevada, LLC's Reply Re: Motion to Retax Costs

06/29/2018 **Reply to Motion**
National Wood Products, Inc.'s Reply in Support of its Motion to Retax Costs

06/29/2018 **Case Appeal Statement**
National Wood Products, Inc.'s Case Appeal Statement

06/29/2018 **Reply in Support**
Apco Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.

06/29/2018 **Notice of Appeal**
National Wood Products, Inc.'s Notice of Appeal

07/02/2018 **Motion to Enforce** (9:00 AM) (Judicial Officer Denton, Mark R.)
United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment
Result: Granted

07/02/2018 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer Denton, Mark R.)
Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs
Result: Granted

07/02/2018 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer Denton, Mark R.)
Heinaman Contract Glazing's Motion for Attorney's Fees, Interest and Costs
Result: Granted

07/02/2018 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer Denton, Mark R.)
Swapp Compliance Solution Inc's Motion for Attorney's Fees and Costs
Result: Granted

07/02/2018 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer Denton, Mark R.)
Fast Glass, Inc.'s Motion for Attorney's Fees, Interest and Costs
Result: Granted

07/02/2018 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer Denton, Mark R.)
Cactus Rose Construction Co., Inc.'s Motion for Attorney's Fees, Interest and Costs
Result: Granted

07/02/2018 **Order Granting Motion**
Order Granting Heinaman Contract Glazing's Motion for Attorney's Fees, Interest and Costs

07/02/2018 **Order Granting Motion**
Order Granting Cactus Rose Construction Co., Inc.'s Motion for Attorney's Fees, Interest and Costs

07/02/2018 **Order Granting Motion**
Order Granting Fast Glass, Inc.'s Motion for Attorney's Fees, Interest and Costs

07/02/2018 **Order Granting Motion**
Order Granting Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs

07/02/2018 **Order Granting Motion**
Order Granting SWPPP Compliance Solution Inc.'s Motion for Attorney's Fees, Interest and Costs

07/02/2018 **Notice of Entry of Order**
Notice of Entry of Order

07/02/2018 **Notice of Entry of Order**
Notice of Entry of Order

07/02/2018 **Notice of Entry of Order**
Notice of Entry of Order

07/02/2018 **Notice of Entry of Order**
Notice of Entry of Order

07/02/2018 **Notice of Entry of Order**
Notice of Entry of Order

07/02/2018 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
[Parties Present](#)
[Minutes](#)

Result: Matter Heard

07/03/2018 **Notice of Posting Bond**
Notice of Posting and Acceptance of Appeal Bond

07/03/2018 **Notice of Posting of Cost Bond**
Helix Electric of Nevada, LLC's Notice of Filing Cash Bond

07/05/2018 **CANCELED Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer Denton, Mark R.)
Vacated - On in Error
Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs

07/06/2018 **Memorandum of Costs and Disbursements**
Memorandum of Costs and Disbursements (National Wood Products, Inc.)

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07/11/2018 **Motion for Order**
Motion for Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond

07/11/2018 **Ex Parte Motion**
E&E Fire's Ex Parte Motion for Order Shortening Time to Hear Motion for Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond

07/12/2018 **Joinder To Motion**
Peel Brimley Judgment Creditors' Joinder to E&E's Motion to Disburse Funds

07/12/2018 **Judgment**
Judgment [as to the Claim of National Wood Products, Inc. against CAMCO Construction Company, Inc. and Gemstone Development West, Inc.]

07/17/2018 **Ex Parte Motion**
National Wood Products, Inc.'s Ex Parte Motion for Order Shortening Time to Hear Motion for Order Permitting Leave to File Surreply to APCO Construction's Reply to National Wood Products, Inc.'s Opposition to Motion for Attorneys' Fees and Costs

07/17/2018 **Motion for Leave to File**
National Wood Products, Inc.'s Motion for Order Permitting Leave to File Surreply to APCO Construction's Reply to National Wood Products, Inc.'s Opposition to Motion for Attorneys' Fees and Costs

07/19/2018 **Motion to Retax** (9:00 AM) (Judicial Officer Denton, Mark R.)
Plaintiff In Intervention, National Wood Products, Inc.'s Notice of Motion and Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements Against Plaintiff In Intervention National Wood Products, Inc.
06/11/2018 Reset by Court to 07/19/2018
Result: Under Advisement

07/19/2018 **Motion to Retax** (9:00 AM) (Judicial Officer Denton, Mark R.)
Helix Electric of Nevada, LLC's Motion to Retax Costs re: Defendant APCO Construction's Memorandum of Costs and Disbursements
06/11/2018 Reset by Court to 07/19/2018
Result: Under Advisement

07/19/2018 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
Helix Electric of Nevada, LLC's Joinder to National Wood's Motion to Retax Costs re: Defendant APCO Construction's Memorandum of Costs and Disbursements
06/11/2018 Reset by Court to 07/19/2018
Result: Under Advisement

07/19/2018 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
Plaintiff In Intervention National Wood Products, Inc.'s, Joinder to Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements
06/11/2018 Reset by Court to 07/19/2018
Result: Under Advisement

07/19/2018 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer Denton, Mark R.)
Apco Construction, Inc.'s Motion for Attorney's Fees and Costs against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.
06/11/2018 Reset by Court to 07/19/2018
Result: Under Advisement

07/19/2018 **Motion** (9:00 AM) (Judicial Officer Denton, Mark R.)
Fidelity and Deposit Company of Maryland's Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond, and Dismissal
Result: Granted

07/19/2018 **Motion** (9:00 AM) (Judicial Officer Denton, Mark R.)
Motion for Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond
Result: Granted

07/19/2018 **Joinder** (9:00 AM) (Judicial Officer Denton, Mark R.)
Peel Brimley Judgment Creditors' Joinder to E&E's Motion to Disburse Funds
Result: Granted

07/19/2018 **Motion** (9:00 AM) (Judicial Officer Denton, Mark R.)
National Wood Products, Inc.'s Ex Parte Motion for Order Shortening Time to Hear Motion for Order Permitting Leave to File Surreply to APCO Construction's Reply to National Wood Products, Inc.'s Opposition to Motion for Attorneys' Fees and Costs
Result: Granted

07/19/2018 **Notice of Entry of Judgment**
Notice of Entry of Judgment [as to the claim of NATIONAL WOOD PRODUCTS, INC. against CAMCO CONSTRUCTION COMPANY, INC., and GEMSTONE DEVELOPMENT WEST, INC>]

07/19/2018 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)
Result: Matter Heard

07/19/2018 **Order Granting Motion**
Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond, and Dismissal

07/19/2018 **Notice of Entry of Order**
Notice of Entry of Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond, and Dismissal

07/19/2018 **Reply to Opposition**
Plaintiff in Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff in Intervention National Wood Products, Inc.'s Opposition to Motion for Attorneys Fees and Costs

07/26/2018 **Order Approving**
Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond

07/27/2018 **Notice of Entry**
Notice of Entry of Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond

07/30/2018 **Notice of Deposit**
Notice of Deposit and Compliance with Court's Order Dated July 19, 2018

07/30/2018 **Order Granting Motion**
Order Granting Motion for 54(b) Certification and for Stay Pending Appeal

07/31/2018 **Notice of Entry of Order**
Notice of Entry of Order

FINANCIAL INFORMATION

Consolidated Case Party Newmark Grubb Knight Frank			
	Total Financial Assessment		7.00
	Total Payments and Credits		7.00
	Balance Due as of 08/06/2018		0.00
02/23/2017	Transaction Assessment		3.50
02/23/2017	Efile Payment	Receipt # 2017-18224-CCCLK	(3.50)
03/30/2017	Transaction Assessment		3.50
03/30/2017	Efile Payment	Receipt # 2017-30219-CCCLK	(3.50)
Conversion Extended Connection Type No Convert Value @ 08A571228			
	Total Financial Assessment		2,192.00
	Total Payments and Credits		2,192.00
	Balance Due as of 08/06/2018		0.00
09/09/2008	Transaction Assessment		2,192.00
09/09/2008	Conversion Payment	Receipt # 01459792	(148.00)
		HOWARD & HOWARD ATTORNEYS PC	

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12/10/2008	Conversion Payment	Receipt # 01477769	HOWARD & HOWARD ATTORNEYS P.C.	(3.00)
01/05/2009	Conversion Payment	Receipt # 01481783	Donald H Williams	(104.00)
01/12/2009	Conversion Payment	Receipt # 01483373	Nevada Construction	(104.00)
01/15/2009	Conversion Payment	Receipt # 01484070	SANTORO DRIGGS WALCH KEARNEY H	(104.00)
01/16/2009	Conversion Payment	Receipt # 01484284	HOLLAND & HART, LLP.	(104.00)
01/16/2009	Conversion Payment	Receipt # 01484354	MEIER & FINE LLC	(104.00)
02/09/2009	Conversion Payment	Receipt # 01488844	Watt Tieder Hoffar And Fitzger	(151.00)
02/19/2009	Conversion Payment	Receipt # 01490591	DIXON, TRUMAN, FISHER & CLIFFO	(104.00)
02/19/2009	Conversion Payment	Receipt # 01490592	DIXON, TRUMAN, FISHER & CLIFFO	(3.00)
02/24/2009	Conversion Payment	Receipt # 01491429	PEZZILLO ROBINSON	(151.00)
02/24/2009	Conversion Payment	Receipt # 01491465	PEZZILLO ROBINSON	(3.00)
02/26/2009	Conversion Payment	Receipt # 01491996	T JAMES TRUMAN & ASSOCIATES	(3.00)
02/26/2009	Conversion Payment	Receipt # 01491998	T JAMES TRUMAN & ASSOCIATES	(151.00)
03/12/2009	Conversion Payment	Receipt # 01494924	MCCULLOUGH, PEREZ & ASSOCIATES	(104.00)
03/16/2009	Conversion Payment	Receipt # 01495513	WOODBURY, MORRIS, & BROWN	(104.00)
03/20/2009	Conversion Payment	Receipt # 01496542	CASH ACCOUNT	(17.00)
03/24/2009	Conversion Payment	Receipt # 01497184	DOBBERSTEIN & ASSOCIATES	(151.00)
03/24/2009	Conversion Payment	Receipt # 01497249	DOBBERSTEIN & ASSOCIATES	(3.00)
03/27/2009	Conversion Payment	Receipt # 01498177	T James Truman And Associates	(107.00)
03/27/2009	Conversion Payment	Receipt # 01498180	T James Truman And Associates	(107.00)
03/27/2009	Conversion Payment	Receipt # 01498181	T James Truman And Associates	(107.00)
04/03/2009	Conversion Payment	Receipt # 01499512	HOWARD & HOWARD ATTORNEYS P.C.	(151.00)
04/06/2009	Conversion Payment	Receipt # 01499770	DONALD WILLIAMS, ESQ.	(104.00)

	Counter Claimant Camco Pacific Construction Co Inc			
	Total Financial Assessment			423.00
	Total Payments and Credits			423.00
	Balance Due as of 08/06/2018			0.00
09/11/2009	Transaction Assessment			223.00
09/11/2009	Payment (Window)	Receipt # 2009-05045-CCCLK	Woodbury Morris and Brown LTD	(223.00)
06/28/2010	Transaction Assessment			200.00
06/28/2010	Efile Payment	Receipt # 2010-25575-CCCLK	Camco Pacific Construction Co	(200.00)

	Counter Claimant Insulpro Projects Inc			
	Total Financial Assessment			21.00
	Total Payments and Credits			21.00
	Balance Due as of 08/06/2018			0.00
06/10/2010	Transaction Assessment			10.00
06/10/2010	Efile Payment	Receipt # 2010-22259-CCCLK	Insulpro Projects Inc	(10.00)
10/14/2010	Transaction Assessment			5.50
10/14/2010	Efile Payment	Receipt # 2010-54124-CCCLK	Insulpro Projects Inc	(5.50)
01/19/2012	Transaction Assessment			5.50
01/19/2012	Efile Payment	Receipt # 2012-07332-CCCLK	Insulpro Projects Inc	(5.50)

	Counter Defendant Atlas Construction Supply Inc			
	Total Financial Assessment			672.50
	Total Payments and Credits			672.50
	Balance Due as of 08/06/2018			0.00
03/02/2010	Transaction Assessment			200.00
03/22/2010	Efile Payment	Receipt # 2010-16984-FAM	FENNEMORE & CRAIG, PC.	(200.00)
05/06/2010	Transaction Assessment			6.00
05/06/2010	Efile Payment	Receipt # 2010-14897-CCCLK	Atlas Construction Supply Inc	(6.00)
06/10/2010	Transaction Assessment			206.00
06/10/2010	Efile Payment	Receipt # 2010-22003-CCCLK	Atlas Construction Supply Inc	(206.00)
06/10/2010	Transaction Assessment			6.00
06/10/2010	Efile Payment	Receipt # 2010-22034-CCCLK	Atlas Construction Supply Inc	(6.00)
06/21/2010	Transaction Assessment			6.00
06/21/2010	Efile Payment	Receipt # 2010-24210-CCCLK	Atlas Construction Supply Inc	(6.00)
06/22/2010	Transaction Assessment			206.00
06/22/2010	Efile Payment	Receipt # 2010-24665-CCCLK	Atlas Construction Supply Inc	(206.00)
07/19/2010	Transaction Assessment			6.00
07/19/2010	Efile Payment	Receipt # 2010-30911-CCCLK	Atlas Construction Supply Inc	(6.00)
11/08/2011	Transaction Assessment			5.50
11/08/2011	Efile Payment	Receipt # 2011-127393-CCCLK	Atlas Construction Supply Inc	(5.50)
01/04/2012	Transaction Assessment			5.50
01/04/2012	Efile Payment	Receipt # 2012-00781-CCCLK	Atlas Construction Supply Inc	(5.50)
03/28/2012	Transaction Assessment			5.50
03/28/2012	Efile Payment	Receipt # 2012-40645-CCCLK	Atlas Construction Supply Inc	(5.50)
03/29/2012	Transaction Assessment			5.50
03/29/2012	Efile Payment	Receipt # 2012-41289-CCCLK	Atlas Construction Supply Inc	(5.50)
04/12/2012	Transaction Assessment			3.50
04/12/2012	Efile Payment	Receipt # 2012-47816-CCCLK	Atlas Construction Supply Inc	(3.50)
04/16/2012	Transaction Assessment			5.50
04/16/2012	Efile Payment	Receipt # 2012-49022-CCCLK	Atlas Construction Supply Inc	(5.50)
04/17/2012	Transaction Assessment			5.50
04/17/2012	Efile Payment	Receipt # 2012-49058-CCCLK	Atlas Construction Supply Inc	(5.50)

	Counter Defendant Bruin Painting Corporation			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
05/05/2010	Transaction Assessment			200.00
05/05/2010	Efile Payment	Receipt # 2010-14676-CCCLK	Bruin Painting Corporation	(200.00)

	Counter Defendant Buchele Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00

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05/05/2010	Transaction Assessment			200.00
05/05/2010	Efile Payment	Receipt # 2010-14664-CCCLK	Buchele Inc	(200.00)
	Counter Defendant Fast Glass Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
04/16/2010	Transaction Assessment			200.00
04/16/2010	Efile Payment	Receipt # 2010-10842-CCCLK		(200.00)
	Counter Defendant Fast Glass Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
06/28/2010	Transaction Assessment			200.00
06/28/2010	Efile Payment	Receipt # 2010-25545-CCCLK	Fast Glass Inc	(200.00)
	Counter Defendant Ferguson Fire and Fabrication Inc			
	Total Financial Assessment			657.00
	Total Payments and Credits			657.00
	Balance Due as of 08/06/2018			0.00
08/27/2009	Transaction Assessment			223.00
08/27/2009	Payment (Window)	Receipt # 2009-49806-FAM	Rucraft Law Office	(223.00)
06/10/2010	Transaction Assessment			206.00
06/10/2010	Efile Payment	Receipt # 2010-22459-CCCLK	Ferguson Fire and Fabrication	(206.00)
06/19/2010	Transaction Assessment			6.00
06/19/2010	Efile Payment	Receipt # 2010-23999-CCCLK	Ferguson Fire and Fabrication	(6.00)
07/09/2010	Transaction Assessment			206.00
07/09/2010	Efile Payment	Receipt # 2010-28328-CCCLK	Ferguson Fire and Fabrication	(206.00)
07/19/2010	Transaction Assessment			6.00
07/19/2010	Efile Payment	Receipt # 2010-30913-CCCLK	Ferguson Fire and Fabrication	(6.00)
07/21/2010	Transaction Assessment			10.00
07/21/2010	Efile Payment	Receipt # 2010-31698-CCCLK	Ferguson Fire and Fabrication	(10.00)
	Counter Defendant HD Supply Waterworks LP			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
05/05/2010	Transaction Assessment			200.00
05/05/2010	Efile Payment	Receipt # 2010-14693-CCCLK	HD Supply Waterworks LP	(200.00)
	Counter Defendant Heinaman Contract Glazing			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
05/05/2010	Transaction Assessment			200.00
05/05/2010	Efile Payment	Receipt # 2010-14688-CCCLK	Heinaman Contract Glazing	(200.00)
	Counter Defendant Helix Electric of Nevada LLC			
	Total Financial Assessment			24.00
	Total Payments and Credits			24.00
	Balance Due as of 08/06/2018			0.00
06/28/2018	Transaction Assessment			24.00
06/28/2018	Efile Payment	Receipt # 2018-43190-CCCLK	Helix Electric of Nevada LLC	(24.00)
	Counter Defendant Insulpro Projects Inc			
	Total Financial Assessment			210.00
	Total Payments and Credits			210.00
	Balance Due as of 08/06/2018			0.00
06/10/2010	Transaction Assessment			210.00
06/10/2010	Efile Payment	Receipt # 2010-22463-CCCLK	Insulpro Projects Inc	(210.00)
	Counter Defendant Patent Construction Systems			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
05/07/2010	Transaction Assessment			200.00
05/07/2010	Efile Payment	Receipt # 2010-15387-CCCLK	Patent Construction Systems	(200.00)
	Counter Defendant Renaissance Pools & Spas Inc			
	Total Financial Assessment			400.00
	Total Payments and Credits			400.00
	Balance Due as of 08/06/2018			0.00
05/12/2010	Transaction Assessment			200.00

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05/12/2010	File Payment	Receipt # 2010-16126-CCCLK	Renaissance Pools & Spas Inc	(200.00)
07/19/2010	Transaction Assessment			200.00
07/19/2010	File Payment	Receipt # 2010-30910-CCCLK	Renaissance Pools & Spas Inc	(200.00)
	Counter Defendant Selectbuild Nevada Inc			
	Total Financial Assessment			422.00
	Total Payments and Credits			422.00
	Balance Due as of 08/06/2018			0.00
05/14/2010	Transaction Assessment			200.00
05/14/2010	File Payment	Receipt # 2010-16711-CCCLK	Selectbuild Nevada Inc	(200.00)
06/26/2010	Transaction Assessment			200.00
06/26/2010	File Payment	Receipt # 2010-25454-CCCLK	Selectbuild Nevada Inc	(200.00)
01/09/2012	Transaction Assessment			5.50
01/09/2012	File Payment	Receipt # 2012-02855-CCCLK	Selectbuild Nevada Inc	(5.50)
01/17/2012	Transaction Assessment			5.50
01/17/2012	File Payment	Receipt # 2012-06163-CCCLK	Selectbuild Nevada Inc	(5.50)
03/21/2012	Transaction Assessment			5.50
03/21/2012	File Payment	Receipt # 2012-37097-CCCLK	Selectbuild Nevada Inc	(5.50)
06/12/2012	Transaction Assessment			5.50
06/12/2012	File Payment	Receipt # 2012-74173-CCCLK	Selectbuild Nevada Inc	(5.50)
	Counter Defendant Steel Structures Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
08/04/2017	Transaction Assessment			200.00
08/04/2017	File Payment	Receipt # 2017-62463-CCCLK	Steel Structures Inc	(200.00)
	Counter Defendant WRG Design Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
05/06/2010	Transaction Assessment			200.00
05/06/2010	File Payment	Receipt # 2010-14941-CCCLK	WRG Design Inc	(200.00)
	Counter Defendant Zitting Brothers Construction Inc			
	Total Financial Assessment			1,200.00
	Total Payments and Credits			1,200.00
	Balance Due as of 08/06/2018			0.00
05/28/2010	Transaction Assessment			200.00
05/28/2010	File Payment	Receipt # 2010-19998-CCCLK	Zitting Brothers Construction	(200.00)
07/23/2010	Transaction Assessment			200.00
07/23/2010	File Payment	Receipt # 2010-32573-CCCLK	Zitting Brothers Construction	(200.00)
06/01/2016	Transaction Assessment			200.00
06/01/2016	File Payment	Receipt # 2016-52498-CCCLK	Zitting Brothers Construction Inc	(200.00)
08/02/2017	Transaction Assessment			200.00
08/02/2017	File Payment	Receipt # 2017-61635-CCCLK	Zitting Brothers Construction Inc	(200.00)
08/04/2017	Transaction Assessment			200.00
08/04/2017	File Payment	Receipt # 2017-62282-CCCLK	Zitting Brothers Construction Inc	(200.00)
08/09/2017	Transaction Assessment			200.00
08/09/2017	File Payment	Receipt # 2017-63393-CCCLK	Zitting Brothers Construction Inc	(200.00)
	Defendant Gemstone Development West Inc			
	Total Financial Assessment			222.00
	Total Payments and Credits			222.00
	Balance Due as of 08/06/2018			0.00
05/04/2009	Transaction Assessment			9.00
05/04/2009	Payment (Window)	Receipt # 2009-18685-FAM	Bowler dixon & Twitchell LLP	(9.00)
07/29/2009	Transaction Assessment			203.00
08/04/2009	File Payment	Receipt # 2009-03738-CCCLK	HOLLAND & HART, LLP	(203.00)
05/24/2013	Transaction Assessment			5.00
05/24/2013	Transaction Assessment			5.00
05/24/2013	Payment (Window)	Receipt # 2013-63938-CCCLK	American Legal Investigation	(10.00)
	Defendant Scott Financial Corporation			
	Total Financial Assessment			1,021.50
	Total Payments and Credits			1,021.50
	Balance Due as of 08/06/2018			0.00
08/25/2009	Transaction Assessment			223.00
08/25/2009	File Payment	Receipt # 2009-49342-FAM	Howard, Meier & Fine	(223.00)
05/07/2010	Transaction Assessment			10.00
05/07/2010	File Payment	Receipt # 2010-15307-CCCLK	Scott Financial Corporation	(10.00)
05/14/2010	Transaction Assessment			10.00
05/14/2010	File Payment	Receipt # 2010-16819-CCCLK	Scott Financial Corporation	(10.00)
05/14/2010	Transaction Assessment			10.00
05/14/2010	File Payment	Receipt # 2010-16820-CCCLK	Scott Financial Corporation	(10.00)
05/14/2010	Transaction Assessment			10.00
05/14/2010	File Payment	Receipt # 2010-16821-CCCLK	Scott Financial Corporation	(10.00)
05/14/2010	Transaction Assessment			10.00
05/14/2010	File Payment	Receipt # 2010-16823-CCCLK	Scott Financial Corporation	(10.00)
05/14/2010	Transaction Assessment			10.00
05/14/2010	File Payment	Receipt # 2010-16825-CCCLK	Scott Financial Corporation	(10.00)
05/14/2010	Transaction Assessment			10.00
05/14/2010	File Payment	Receipt # 2010-16827-CCCLK	Scott Financial Corporation	(10.00)

08/10/2012	Transaction Assessment			5.50
08/10/2012	File Payment	Receipt # 2012-100979-CCCLK	Scott Financial Corporation	(5.50)
08/13/2012	Transaction Assessment			5.50
08/13/2012	File Payment	Receipt # 2012-101532-CCCLK	Scott Financial Corporation	(5.50)
10/30/2012	Transaction Assessment			3.50
10/30/2012	File Payment	Receipt # 2012-134288-CCCLK	Scott Financial Corporation	(3.50)
01/24/2013	Transaction Assessment			3.50
01/24/2013	File Payment	Receipt # 2013-09310-CCCLK	Scott Financial Corporation	(3.50)
01/28/2013	Transaction Assessment			3.50
01/28/2013	File Payment	Receipt # 2013-11007-CCCLK	Scott Financial Corporation	(3.50)
01/29/2013	Transaction Assessment			3.50
01/29/2013	File Payment	Receipt # 2013-12083-CCCLK	Scott Financial Corporation	(3.50)
01/30/2013	Transaction Assessment			3.50
01/30/2013	File Payment	Receipt # 2013-12129-CCCLK	Scott Financial Corporation	(3.50)
01/30/2013	Transaction Assessment			3.50
01/30/2013	File Payment	Receipt # 2013-12139-CCCLK	Scott Financial Corporation	(3.50)
01/31/2013	Transaction Assessment			3.50
01/31/2013	File Payment	Receipt # 2013-12849-CCCLK	Scott Financial Corporation	(3.50)
01/31/2013	Transaction Assessment			3.50
01/31/2013	File Payment	Receipt # 2013-12875-CCCLK	Scott Financial Corporation	(3.50)
01/31/2013	Transaction Assessment			5.50
01/31/2013	File Payment	Receipt # 2013-13012-CCCLK	Scott Financial Corporation	(5.50)
01/31/2013	Transaction Assessment			5.50
01/31/2013	File Payment	Receipt # 2013-13362-CCCLK	Scott Financial Corporation	(5.50)
02/06/2013	Transaction Assessment			3.50
02/06/2013	File Payment	Receipt # 2013-15285-CCCLK	Scott Financial Corporation	(3.50)
02/06/2013	Transaction Assessment			3.50
02/06/2013	File Payment	Receipt # 2013-15525-CCCLK	Scott Financial Corporation	(3.50)
02/06/2013	Transaction Assessment			5.50
02/06/2013	File Payment	Receipt # 2013-15806-CCCLK	Scott Financial Corporation	(5.50)
02/08/2013	Transaction Assessment			3.50
02/08/2013	File Payment	Receipt # 2013-16833-CCCLK	Scott Financial Corporation	(3.50)
02/11/2013	Transaction Assessment			5.50
02/11/2013	File Payment	Receipt # 2013-17163-CCCLK	Scott Financial Corporation	(5.50)
02/12/2013	Transaction Assessment			3.50
02/12/2013	File Payment	Receipt # 2013-18186-CCCLK	Scott Financial Corporation	(3.50)
02/12/2013	Transaction Assessment			3.50
02/12/2013	File Payment	Receipt # 2013-18189-CCCLK	Scott Financial Corporation	(3.50)
02/12/2013	Transaction Assessment			3.50
02/12/2013	File Payment	Receipt # 2013-18191-CCCLK	Scott Financial Corporation	(3.50)
02/12/2013	Transaction Assessment			3.50
02/12/2013	File Payment	Receipt # 2013-18198-CCCLK	Scott Financial Corporation	(3.50)
02/13/2013	Transaction Assessment			3.50
02/13/2013	File Payment	Receipt # 2013-18667-CCCLK	Scott Financial Corporation	(3.50)
02/13/2013	Transaction Assessment			3.50
02/13/2013	File Payment	Receipt # 2013-18866-CCCLK	Scott Financial Corporation	(3.50)
02/14/2013	Transaction Assessment			3.50
02/14/2013	File Payment	Receipt # 2013-19195-CCCLK	Scott Financial Corporation	(3.50)
02/14/2013	Transaction Assessment			3.50
02/14/2013	File Payment	Receipt # 2013-19197-CCCLK	Scott Financial Corporation	(3.50)
02/14/2013	Transaction Assessment			3.50
02/14/2013	File Payment	Receipt # 2013-19201-CCCLK	Scott Financial Corporation	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	File Payment	Receipt # 2013-19776-CCCLK	Scott Financial Corporation	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	File Payment	Receipt # 2013-19781-CCCLK	Scott Financial Corporation	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	File Payment	Receipt # 2013-19784-CCCLK	Scott Financial Corporation	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	File Payment	Receipt # 2013-19786-CCCLK	Scott Financial Corporation	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	File Payment	Receipt # 2013-19796-CCCLK	Scott Financial Corporation	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	File Payment	Receipt # 2013-19800-CCCLK	Scott Financial Corporation	(3.50)
02/25/2013	Transaction Assessment			5.50
02/25/2013	File Payment	Receipt # 2013-23282-CCCLK	Scott Financial Corporation	(5.50)
02/27/2013	Transaction Assessment			5.50
02/27/2013	File Payment	Receipt # 2013-24000-CCCLK	Scott Financial Corporation	(5.50)
04/26/2013	Transaction Assessment			3.50
04/26/2013	File Payment	Receipt # 2013-51562-CCCLK	Scott Financial Corporation	(3.50)
04/30/2013	Transaction Assessment			3.50
04/30/2013	File Payment	Receipt # 2013-53288-CCCLK	Scott Financial Corporation	(3.50)
05/02/2013	Transaction Assessment			3.50
05/02/2013	File Payment	Receipt # 2013-54107-CCCLK	Scott Financial Corporation	(3.50)
05/20/2013	Transaction Assessment			3.50
05/20/2013	File Payment	Receipt # 2013-61335-CCCLK	Scott Financial Corporation	(3.50)
05/24/2013	Transaction Assessment			3.50
05/24/2013	File Payment	Receipt # 2013-63900-CCCLK	Scott Financial Corporation	(3.50)
05/24/2013	Transaction Assessment			5.00
05/24/2013	Payment (Window)	Receipt # 2013-64034-CCCLK	American Legal Investigation	(5.00)
06/13/2013	Transaction Assessment			5.50
06/13/2013	File Payment	Receipt # 2013-72015-CCCLK	Scott Financial Corporation	(5.50)
06/23/2014	Transaction Assessment			3.50
06/23/2014	File Payment	Receipt # 2014-71775-CCCLK	Scott Financial Corporation	(3.50)

Defendant Scott, Bradley J
Total Financial Assessment
Total Payments and Credits
Balance Due as of 08/06/2018

1,483.00
1,483.00
0.00

10/09/2009 Transaction Assessment
10/16/2009 File Payment Receipt # 2009-62487-FAM

KEMP JONES & COULTHARD

1,483.00
(1,483.00)

Doing Business As Helix Electric
Total Financial Assessment
Total Payments and Credits
Balance Due as of 08/06/2018

000067
67.00
400.00
0.00

05/06/2010	Transaction Assessment			200.00
05/06/2010	Efile Payment	Receipt # 2010-14944-CCCLK	Helix Electric	(200.00)
08/02/2017	Transaction Assessment			200.00
08/02/2017	Efile Payment	Receipt # 2017-61853-CCCLK	Helix Electric	(200.00)
	Interpleader Hydropressure Cleaning Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
05/19/2010	Transaction Assessment			200.00
05/19/2010	Efile Payment	Receipt # 2010-17677-CCCLK	Hydropressure Cleaning Inc	(200.00)
	Intervenor Cell Crete Fireproofing Of NV Inc			
	Total Financial Assessment			400.00
	Total Payments and Credits			400.00
	Balance Due as of 08/06/2018			0.00
06/10/2010	Transaction Assessment			200.00
06/10/2010	Efile Payment	Receipt # 2010-22472-CCCLK	Cell Crete Fireproofing Of NV	(200.00)
06/28/2010	Transaction Assessment			200.00
06/28/2010	Efile Payment	Receipt # 2010-25577-CCCLK	Cell Crete Fireproofing Of NV	(200.00)
	Intervenor Custom Select Billing Inc			
	Total Financial Assessment			1,683.00
	Total Payments and Credits			1,683.00
	Balance Due as of 08/06/2018			0.00
08/31/2009	Transaction Assessment			1,483.00
08/31/2009	Payment (Window)	Receipt # 2009-50877-FAM	Howard & Howard Attorneys PLLC	(1,483.00)
05/19/2010	Transaction Assessment			200.00
05/19/2010	Efile Payment	Receipt # 2010-17668-CCCLK	Custom Select Billing Inc	(200.00)
	Intervenor E & E Fire Protectiong LLC			
	Total Financial Assessment			400.00
	Total Payments and Credits			400.00
	Balance Due as of 08/06/2018			0.00
07/06/2010	Transaction Assessment			200.00
07/06/2010	Efile Payment	Receipt # 2010-26937-CCCLK	E & E Fire Protectiong LLC	(200.00)
08/09/2010	Transaction Assessment			200.00
08/09/2010	Efile Payment	Receipt # 2010-36894-CCCLK	E & E Fire Protectiong LLC	(200.00)
	Intervenor EZA P C			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
05/07/2010	Transaction Assessment			200.00
05/07/2010	Efile Payment	Receipt # 2010-15390-CCCLK	EZA P C	(200.00)
	Intervenor Granite Construction Company			
	Total Financial Assessment			203.00
	Total Payments and Credits			203.00
	Balance Due as of 08/06/2018			0.00
07/22/2009	Transaction Assessment			203.00
07/22/2009	Payment (Window)	Receipt # 2009-40516-FAM	Watt, Tieder, Hoffar & Fitzger	(203.00)
	Intervenor Insulpro Projects Inc			
	Total Financial Assessment			276.50
	Total Payments and Credits			276.50
	Balance Due as of 08/06/2018			0.00
05/05/2010	Transaction Assessment			6.00
05/05/2010	Efile Payment	Receipt # 2010-14806-CCCLK	Insulpro Projects Inc	(6.00)
06/24/2010	Transaction Assessment			210.00
06/24/2010	Efile Payment	Receipt # 2010-24920-CCCLK	Insulpro Projects Inc	(210.00)
07/12/2010	Transaction Assessment			10.00
07/12/2010	Efile Payment	Receipt # 2010-28942-CCCLK	Insulpro Projects Inc	(10.00)
07/12/2010	Transaction Assessment			10.00
07/12/2010	Efile Payment	Receipt # 2010-28945-CCCLK	Insulpro Projects Inc	(10.00)
08/04/2010	Transaction Assessment			10.00
08/04/2010	Efile Payment	Receipt # 2010-35799-CCCLK	Insulpro Projects Inc	(10.00)
02/04/2011	Transaction Assessment			3.50
02/04/2011	Efile Payment	Receipt # 2011-10033-CCCLK	Insulpro Projects Inc	(3.50)
02/04/2011	Transaction Assessment			3.50
02/04/2011	Efile Payment	Receipt # 2011-10035-CCCLK	Insulpro Projects Inc	(3.50)
04/26/2011	Transaction Assessment			3.50
04/26/2011	Efile Payment	Receipt # 2011-41856-CCCLK	Insulpro Projects Inc	(3.50)
04/27/2011	Transaction Assessment			5.50
04/27/2011	Efile Payment	Receipt # 2011-42531-CCCLK	Insulpro Projects Inc	(5.50)
06/29/2011	Transaction Assessment			3.50
06/29/2011	Efile Payment	Receipt # 2011-68948-CCCLK	Insulpro Projects Inc	(3.50)
11/07/2011	Transaction Assessment			5.50
11/07/2011	Efile Payment	Receipt # 2011-126780-CCCLK	Insulpro Projects Inc	(5.50)
01/04/2012	Transaction Assessment			5.50
01/04/2012	Efile Payment	Receipt # 2012-00971-CCCLK	Insulpro Projects Inc	(5.50)

	Intervenor National Wood Products, Inc.'s			
	Total Financial Assessment			1,707.00
	Total Payments and Credits			1,707.00
	Balance Due as of 08/06/2018			0.00
08/09/2017	Transaction Assessment			1,483.00
08/09/2017	Efile Payment	Receipt # 2017-63409-CCCLK	National Wood Products, Inc.'s	(1,483.00)
08/09/2017	Transaction Assessment			200.00
08/09/2017	Efile Payment	Receipt # 2017-63414-CCCLK	National Wood Products, Inc.'s	(200.00)
07/02/2018	Transaction Assessment			24.00
07/02/2018	Efile Payment	Receipt # 2018-43805-CCCLK	National Wood Products, Inc.'s	(24.00)
	Intervenor Nevada Prefab Engineers Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
02/06/2012	Transaction Assessment			200.00
02/06/2012	Efile Payment	Receipt # 2012-17150-CCCLK	Nevada Prefab Engineers Inc	(200.00)
	Intervenor Patent Construction Systems			
	Total Financial Assessment			104.00
	Total Payments and Credits			104.00
	Balance Due as of 08/06/2018			0.00
06/04/2009	Transaction Assessment			104.00
06/04/2009	Payment (Window)	Receipt # 2009-00657-CCCLK	Law Offices of Donald H Willia	(104.00)
	Intervenor Pressure Grout Co			
	Total Financial Assessment			104.00
	Total Payments and Credits			104.00
	Balance Due as of 08/06/2018			0.00
04/25/2009	Transaction Assessment			104.00
04/25/2009	Payment (Mail)	Receipt # 2009-15664-FAM	Bowler Dixon & Twitchell LLP	(104.00)
	Intervenor Professional Doors & Millworks LLC			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
08/09/2010	Transaction Assessment			200.00
08/09/2010	Efile Payment	Receipt # 2010-36900-CCCLK	Professional Doors & Millworks	(200.00)
	Intervenor Steel Structures Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
02/06/2012	Transaction Assessment			200.00
02/06/2012	Efile Payment	Receipt # 2012-17149-CCCLK	Steel Structures Inc	(200.00)
	Intervenor Steel Structures Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
08/04/2017	Transaction Assessment			200.00
08/04/2017	Efile Payment	Receipt # 2017-62455-CCCLK	Steel Structures Inc	(200.00)
	Intervenor Tri-City Drywall Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
06/10/2010	Transaction Assessment			200.00
06/10/2010	Efile Payment	Receipt # 2010-22476-CCCLK	Tri-City Drywall Inc	(200.00)
	Intervenor Defendant Accuracy Glas & Mirror Company Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
05/05/2010	Transaction Assessment			200.00
05/05/2010	Efile Payment	Receipt # 2010-14667-CCCLK	Accuracy Glas & Mirror Company	(200.00)
	Intervenor Defendant APCO Construction			
	Total Financial Assessment			200.00
	Total Payments and Credits			0.00
	Balance Due as of 08/06/2018			0.00

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200
0.00
0.00

07/17/2009	Efile Payment	Receipt # 2009-39174-FAM	R. Scott Rasmussen, PC	(203.00)
07/17/2009	Efile Payment	Receipt # 2009-39175-FAM	R. Scott Rasmussen	(203.00)
07/17/2009	Efile Payment	Receipt # 2009-39176-FAM	Howard & Howard	(203.00)
07/17/2009	Efile Payment	Receipt # 2009-39177-FAM	Howard & Howard	(203.00)
Intervenor Defendant Camco Pacific Construction Co Inc				
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	Balance Due as of 08/06/2018			0.00
09/17/2009	Transaction Assessment			223.00
09/17/2009	Efile Payment	Receipt # 2009-55230-FAM	WOODBURY MORRIS & BROWN	(223.00)
Intervenor Defendant Club Vista Financial Services LLC				
	Total Financial Assessment			1,483.00
	Total Payments and Credits			1,483.00
	Balance Due as of 08/06/2018			0.00
08/18/2009	Transaction Assessment			1,483.00
08/18/2009	Payment (Window)	Receipt # 2009-47258-FAM	Albright Stoddard Warnick & Al	(1,483.00)
Intervenor Defendant Edelstein, Alex				
	Total Financial Assessment			1,483.00
	Total Payments and Credits			1,483.00
	Balance Due as of 08/06/2018			0.00
12/19/2011	Transaction Assessment			1,483.00
12/19/2011	Efile Payment	Receipt # 2011-143789-CCCLK	Edelstein, Alex	(1,483.00)
Intervenor Defendant Fidelity & Deposit Company Of Maryland				
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	Balance Due as of 08/06/2018			0.00
09/11/2009	Transaction Assessment			223.00
09/11/2009	Payment (Window)	Receipt # 2009-05047-CCCLK	Woodbury Morris and Brown LTD	(223.00)
Intervenor Defendant Fidelity & Deposit Company Of Maryland				
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	Balance Due as of 08/06/2018			0.00
09/11/2009	Transaction Assessment			223.00
09/11/2009	Payment (Window)	Receipt # 2009-05060-CCCLK	Woodbury morris and Brown Ltd	(223.00)
Intervenor Defendant Jeff Heit Plumbing Co LLC				
	Total Financial Assessment			223.00
	Total Payments and Credits			223.00
	Balance Due as of 08/06/2018			0.00
08/10/2009	Transaction Assessment			223.00
08/10/2009	Payment (Window)	Receipt # 2009-45218-FAM	Keith E Gregory & Associates	(223.00)
Intervenor Defendant Old Republic Surety				
	Total Financial Assessment			30.00
	Total Payments and Credits			30.00
	Balance Due as of 08/06/2018			0.00
08/10/2009	Transaction Assessment			30.00
08/10/2009	Payment (Window)	Receipt # 2009-45221-FAM	Keith E Gregory & Associates	(30.00)
Intervenor Defendant Scott Financial Corporation				
	Total Financial Assessment			10.00
	Total Payments and Credits			10.00
	Balance Due as of 08/06/2018			0.00
07/07/2010	Transaction Assessment			10.00
07/07/2010	Efile Payment	Receipt # 2010-27258-CCCLK	Scott Financial Corporation	(10.00)
Intervenor Defendant Scott Financial Corporation				
	Total Financial Assessment			25.00
	Total Payments and Credits			25.00
	Balance Due as of 08/06/2018			0.00
06/04/2015	Transaction Assessment			25.00
06/04/2015	Payment (Window)	Receipt # 2015-58504-CCCLK	Brownstein Hyatt Farber Schrec	(25.00)
Intervenor Defendant Tharaldson Motels II Inc				
	Total Financial Assessment			30.00
	Total Payments and Credits			30.00
	Balance Due as of 08/06/2018			0.00

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30.00
30.00
0.00

08/18/2009	Transaction Assessment			30.00
08/18/2009	Payment (Window)	Receipt # 2009-47258-FAM	Albright Stoddard Warnick & Al	(30.00)
	Intervenor Plaintiff Ahern Rental Inc			
	Total Financial Assessment			400.00
	Total Payments and Credits			400.00
	Balance Due as of 08/06/2018			0.00
02/26/2010	Transaction Assessment			200.00
02/26/2010	Efile Payment	Receipt # 2010-03457-CCCLK	Ahern Rental Inc	(200.00)
06/10/2010	Transaction Assessment			200.00
06/10/2010	Efile Payment	Receipt # 2010-22465-CCCLK	Ahern Rental Inc	(200.00)
	Intervenor Plaintiff Arch Aluminum And Glass Co			
	Total Financial Assessment			800.00
	Total Payments and Credits			800.00
	Balance Due as of 08/06/2018			0.00
05/14/2010	Transaction Assessment			200.00
05/14/2010	Efile Payment	Receipt # 2010-16658-CCCLK	Arch Aluminum And Glass Co	(200.00)
05/14/2010	Transaction Assessment			200.00
05/14/2010	Efile Payment	Receipt # 2010-16673-CCCLK	Arch Aluminum And Glass Co	(200.00)
06/21/2010	Transaction Assessment			200.00
06/21/2010	Efile Payment	Receipt # 2010-24359-CCCLK	Arch Aluminum And Glass Co	(200.00)
06/24/2010	Transaction Assessment			200.00
06/24/2010	Efile Payment	Receipt # 2010-24918-CCCLK	Arch Aluminum And Glass Co	(200.00)
	Intervenor Plaintiff Cactus Rose Construction Inc			
	Total Financial Assessment			1,683.00
	Total Payments and Credits			1,683.00
	Balance Due as of 08/06/2018			0.00
04/13/2010	Transaction Assessment			1,483.00
04/13/2010	Efile Payment	Receipt # 2010-10164-CCCLK		(1,483.00)
05/05/2010	Transaction Assessment			200.00
05/05/2010	Efile Payment	Receipt # 2010-14684-CCCLK	Cactus Rose Construction Inc	(200.00)
	Intervenor Plaintiff Harsco Corporation			
	Total Financial Assessment			400.00
	Total Payments and Credits			400.00
	Balance Due as of 08/06/2018			0.00
05/06/2010	Transaction Assessment			200.00
05/06/2010	Efile Payment	Receipt # 2010-14992-CCCLK	Harsco Corporation	(200.00)
06/21/2010	Transaction Assessment			200.00
06/21/2010	Efile Payment	Receipt # 2010-24397-CCCLK	Harsco Corporation	(200.00)
	Intervenor Plaintiff Inquipco			
	Total Financial Assessment			107.00
	Total Payments and Credits			107.00
	Balance Due as of 08/06/2018			0.00
06/24/2009	Transaction Assessment			104.00
06/24/2009	Payment (Window)	Receipt # 2009-32184-FAM	Pezzillo and Robinson	(104.00)
06/24/2009	Transaction Assessment			3.00
06/24/2009	Payment (Window)	Receipt # 2009-32185-FAM	Pezzillo and Robinson	(3.00)
	Intervenor Plaintiff Interstate Plumbing & Air Conditioning Inc			
	Total Financial Assessment			1,683.00
	Total Payments and Credits			1,683.00
	Balance Due as of 08/06/2018			0.00
04/13/2010	Transaction Assessment			1,483.00
04/13/2010	Efile Payment	Receipt # 2010-10163-CCCLK		(1,483.00)
05/05/2010	Transaction Assessment			200.00
05/05/2010	Efile Payment	Receipt # 2010-14657-CCCLK	Interstate Plumbing & Air Cond	(200.00)
	Intervenor Plaintiff Las Vegas Pipeline LLC			
	Total Financial Assessment			555.00
	Total Payments and Credits			555.00
	Balance Due as of 08/06/2018			0.00
06/15/2009	Transaction Assessment			104.00
06/15/2009	Transaction Assessment			47.00
06/15/2009	Payment (Window)	Receipt # 2009-29672-FAM	Gerrard and Cox a Professional	(151.00)
06/15/2009	Transaction Assessment			4.00
06/15/2009	Payment (Window)	Receipt # 2009-29675-FAM	Gerrard and Cox a Professional	(4.00)
06/10/2010	Transaction Assessment			200.00
06/10/2010	Efile Payment	Receipt # 2010-22479-CCCLK	Las Vegas Pipeline LLC	(200.00)
06/28/2010	Transaction Assessment			200.00
06/28/2010	Efile Payment	Receipt # 2010-25558-CCCLK	Las Vegas Pipeline LLC	(200.00)
	Intervenor Plaintiff Northstar Concrete, Inc.			
	Total Financial Assessment			453.00
	Total Payments and Credits			453.00
	Balance Due as of 08/06/2018			0.00

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07/09/2009	Transaction Assessment			250.00
07/09/2009	Payment (Window)	Receipt # 2009-37088-FAM	Pezzillo Robinson	(250.00)
07/09/2009	Transaction Assessment			3.00
07/09/2009	Payment (Window)	Receipt # 2009-37089-FAM	Pezzillo Robinson	(3.00)
07/06/2010	Transaction Assessment			200.00
07/06/2010	Efile Payment	Receipt # 2010-26935-CCCLK	Northstar Concrete, Inc.	(200.00)
Intervenor Plaintiff Pape Material Handling				
	Total Financial Assessment			104.00
	Total Payments and Credits			104.00
	Balance Due as of 08/06/2018			0.00
05/29/2009	Transaction Assessment			104.00
05/29/2009	Payment (Window)	Receipt # 2009-25556-FAM	Jolley Urga Wirth Woodbury & S	(104.00)
Intervenor Plaintiff S R Bray Corp				
	Total Financial Assessment			1,683.00
	Total Payments and Credits			1,683.00
	Balance Due as of 08/06/2018			0.00
04/26/2010	Transaction Assessment			1,483.00
04/26/2010	Efile Payment	Receipt # 2010-12399-CCCLK	S R Bray Corp	(1,483.00)
05/05/2010	Transaction Assessment			200.00
05/05/2010	Efile Payment	Receipt # 2010-14687-CCCLK	S R Bray Corp	(200.00)
Intervenor Plaintiff Sunstate Companies Inc				
	Total Financial Assessment			1,483.00
	Total Payments and Credits			1,483.00
	Balance Due as of 08/06/2018			0.00
04/14/2010	Transaction Assessment			1,483.00
04/14/2010	Efile Payment	Receipt # 2010-10343-CCCLK	Sunstate Companies Inc	(1,483.00)
Intervenor Plaintiff SWPPP Compliance Solutions LLC				
	Total Financial Assessment			1,683.00
	Total Payments and Credits			1,683.00
	Balance Due as of 08/06/2018			0.00
04/26/2010	Transaction Assessment			1,483.00
04/26/2010	Efile Payment	Receipt # 2010-12464-CCCLK	SWPPP Compliance Solutions LLC	(1,483.00)
05/08/2010	Transaction Assessment			200.00
05/08/2010	Efile Payment	Receipt # 2010-15596-CCCLK	SWPPP Compliance Solutions LLC	(200.00)
Other Chapter 7 Trustee				
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
08/07/2017	Transaction Assessment			200.00
08/07/2017	Efile Payment	Receipt # 2017-62766-CCCLK	Chaper 7 Trustee	(200.00)
Other Graybar Electric Company				
	Total Financial Assessment			400.00
	Total Payments and Credits			400.00
	Balance Due as of 08/06/2018			0.00
07/06/2010	Transaction Assessment			200.00
07/06/2010	Efile Payment	Receipt # 2010-26931-CCCLK	Graybar Electric Company	(200.00)
07/06/2010	Transaction Assessment			200.00
07/06/2010	Efile Payment	Receipt # 2010-27219-CCCLK	Graybar Electric Company	(200.00)
Other HD Supply Construction Supply LP				
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
06/26/2010	Transaction Assessment			200.00
06/26/2010	Efile Payment	Receipt # 2010-25455-CCCLK	HD Supply Construction Supply	(200.00)
Other United Subcontractors Inc				
	Total Financial Assessment			400.00
	Total Payments and Credits			400.00
	Balance Due as of 08/06/2018			0.00
08/12/2017	Transaction Assessment			200.00
08/12/2017	Efile Payment	Receipt # 2017-64144-CCCLK	United Subcontractors Inc	(200.00)
08/12/2017	Transaction Assessment			200.00
08/12/2017	Efile Payment	Receipt # 2017-64237-CCCLK	United Subcontractors Inc	(200.00)
Other Wiss, Janney, Elstner Associates, Inc.				
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00

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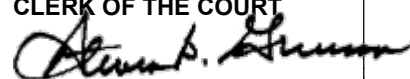
06/30/2010	Transaction Assessment			200.00
06/30/2010	Efile Payment	Receipt # 2010-25904-CCCLK	Wiss, Janney, Elstner Associat	(200.00)
	Plaintiff Apco Construction			
	Total Financial Assessment			1,565.50
	Total Payments and Credits			1,565.50
	Balance Due as of 08/06/2018			0.00
01/12/2010	Transaction Assessment			5.00
01/12/2010	Payment (Window)	Receipt # 2010-01898-FAM	Pezzillo & Robinson	(5.00)
04/01/2010	Transaction Assessment			6.00
04/01/2010	Efile Payment	Receipt # 2010-08098-CCCLK	Apco Construction	(6.00)
04/09/2010	Transaction Assessment			6.00
04/09/2010	Efile Payment	Receipt # 2010-09403-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09861-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09870-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09889-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09890-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09891-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09934-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09935-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09936-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09937-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09938-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09939-CCCLK	Apco Construction	(6.00)
04/13/2010	Transaction Assessment			6.00
04/13/2010	Efile Payment	Receipt # 2010-09940-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10903-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10904-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10905-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10906-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10907-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10908-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10909-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10910-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10911-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10912-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10913-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10914-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10915-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			6.00
04/16/2010	Efile Payment	Receipt # 2010-10916-CCCLK	Apco Construction	(6.00)
04/16/2010	Transaction Assessment			12.00
04/16/2010	Payment (Window)	Receipt # 2010-22821-FAM	T James Truman & Associates	(12.00)
04/16/2010	Transaction Assessment			3.00
04/16/2010	Payment (Window)	Receipt # 2010-22843-FAM	T James Truman & Associates	(3.00)
04/19/2010	Transaction Assessment			6.00
04/19/2010	Efile Payment	Receipt # 2010-11283-CCCLK	Apco Construction	(6.00)
04/19/2010	Transaction Assessment			6.00
04/19/2010	Efile Payment	Receipt # 2010-11284-CCCLK	Apco Construction	(6.00)
04/19/2010	Transaction Assessment			6.00
04/19/2010	Efile Payment	Receipt # 2010-11285-CCCLK	Apco Construction	(6.00)
04/19/2010	Transaction Assessment			6.00
04/19/2010	Efile Payment	Receipt # 2010-11286-CCCLK	Apco Construction	(6.00)
04/27/2010	Transaction Assessment			6.00
04/27/2010	Efile Payment	Receipt # 2010-12554-CCCLK	Apco Construction	(6.00)
04/27/2010	Transaction Assessment			6.00
04/27/2010	Efile Payment	Receipt # 2010-12555-CCCLK	Apco Construction	(6.00)
04/28/2010	Transaction Assessment			10.00
04/28/2010	Efile Payment	Receipt # 2010-12870-CCCLK	Apco Construction	(10.00)
04/28/2010	Transaction Assessment			10.00
04/28/2010	Efile Payment	Receipt # 2010-12871-CCCLK	Apco Construction	(10.00)
06/22/2010	Transaction Assessment			200.00
06/22/2010	Efile Payment	Receipt # 2010-24659-CCCLK	Apco Construction	(200.00)
07/09/2010	Transaction Assessment			200.00
07/09/2010	Efile Payment	Receipt # 2010-28651-CCCLK	Apco Construction	(200.00)
08/30/2010	Transaction Assessment			3.00
08/30/2010	Payment (Window)	Receipt # 2010-44107-FAM	Dixon Truman Fisher & Clifford	(3.00)
06/06/2012	Transaction Assessment			5.00
06/06/2012	Payment (Window)	Receipt # 2012-71258-CCCLK	Dixon Truman Fisher & Clifford	(5.00)
07/06/2012	Transaction Assessment			3.50
07/06/2012	Efile Payment	Receipt # 2012-85450-CCCLK	Apco Construction	(3.50)
07/18/2012	Transaction Assessment			22.00
07/18/2012	Payment (Window)	Receipt # 2012-90177-CCCLK	Peel & Brimley	(22.00)
07/18/2012	Transaction Assessment			33.00

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07/18/2012	Payment (Window)	Receipt # 2012-90189-CCCLK	Peel & Brimley	(33.00)
12/12/2012	Transaction Assessment			9.00
12/12/2012	Payment (Window)	Receipt # 2012-152184-CCCLK	LEE MOHEN	(9.00)
02/15/2013	Transaction Assessment			3.50
02/15/2013	Efile Payment	Receipt # 2013-19772-CCCLK	Apco Construction	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	Efile Payment	Receipt # 2013-19774-CCCLK	Apco Construction	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	Efile Payment	Receipt # 2013-19778-CCCLK	Apco Construction	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	Efile Payment	Receipt # 2013-19790-CCCLK	Apco Construction	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	Efile Payment	Receipt # 2013-19792-CCCLK	Apco Construction	(3.50)
02/15/2013	Transaction Assessment			3.50
02/15/2013	Efile Payment	Receipt # 2013-19794-CCCLK	Apco Construction	(3.50)
02/28/2013	Transaction Assessment			20.00
02/28/2013	Payment (Window)	Receipt # 2013-24798-CCCLK	Dixon Truman Fisher & Clifford	(20.00)
03/11/2013	Transaction Assessment			10.00
03/11/2013	Payment (Window)	Receipt # 2013-29119-CCCLK	Dixon Truman Fisher & Clifford	(10.00)
03/27/2013	Transaction Assessment			10.00
03/27/2013	Payment (Window)	Receipt # 2013-37341-CCCLK	Dixon Truman Fisher & Clifford	(10.00)
05/20/2013	Transaction Assessment			20.00
05/20/2013	Payment (Window)	Receipt # 2013-61451-CCCLK	Meier & Fine, LLC	(20.00)
05/21/2013	Transaction Assessment			10.00
05/21/2013	Payment (Window)	Receipt # 2013-62135-CCCLK	American Legal Investigation	(10.00)
03/18/2014	Transaction Assessment			3.50
03/18/2014	Efile Payment	Receipt # 2014-31944-CCCLK	Apco Construction	(3.50)
04/05/2016	Transaction Assessment			3.50
04/05/2016	Efile Payment	Receipt # 2016-33556-CCCLK	Apco Construction	(3.50)
05/09/2016	Transaction Assessment			3.50
05/09/2016	Efile Payment	Receipt # 2016-44796-CCCLK	Apco Construction	(3.50)
06/01/2016	Transaction Assessment			3.50
06/01/2016	Efile Payment	Receipt # 2016-52392-CCCLK	Apco Construction	(3.50)
06/07/2016	Transaction Assessment			203.50
06/07/2016	Efile Payment	Receipt # 2016-54407-CCCLK	Apco Construction	(200.00)
06/07/2016	Efile Payment	Receipt # 2016-54408-CCCLK	Apco Construction	(3.50)
06/07/2016	Transaction Assessment			3.50
06/07/2016	Efile Payment	Receipt # 2016-54410-CCCLK	Apco Construction	(3.50)
06/09/2016	Transaction Assessment			3.50
06/09/2016	Efile Payment	Receipt # 2016-55595-CCCLK	Apco Construction	(3.50)
06/13/2016	Transaction Assessment			3.50
06/13/2016	Efile Payment	Receipt # 2016-56398-CCCLK	Apco Construction	(3.50)
07/01/2016	Transaction Assessment			3.50
07/01/2016	Efile Payment	Receipt # 2016-63555-CCCLK	Apco Construction	(3.50)
07/01/2016	Transaction Assessment			3.50
07/01/2016	Efile Payment	Receipt # 2016-63702-CCCLK	Apco Construction	(3.50)
03/17/2017	Transaction Assessment			203.50
03/17/2017	Efile Payment	Receipt # 2017-25896-CCCLK	Apco Construction	(200.00)
03/17/2017	Efile Payment	Receipt # 2017-25897-CCCLK	Apco Construction	(3.50)
04/10/2017	Transaction Assessment			3.50
04/10/2017	Efile Payment	Receipt # 2017-33488-CCCLK	Apco Construction	(3.50)
05/25/2017	Transaction Assessment			3.50
05/25/2017	Efile Payment	Receipt # 2017-46023-CCCLK	Apco Construction	(3.50)
05/26/2017	Transaction Assessment			3.50
05/26/2017	Efile Payment	Receipt # 2017-46146-CCCLK	Apco Construction	(3.50)
06/09/2017	Transaction Assessment			0.50
06/09/2017	Payment (Window)	Receipt # 2017-49503-CCCLK	Stephen Kopolow Attorney	(0.50)
06/20/2017	Transaction Assessment			3.50
06/20/2017	Efile Payment	Receipt # 2017-51596-CCCLK	Apco Construction	(3.50)
06/21/2017	Transaction Assessment			3.50
06/21/2017	Efile Payment	Receipt # 2017-51974-CCCLK	Apco Construction	(3.50)
06/27/2017	Transaction Assessment			203.50
06/27/2017	Efile Payment	Receipt # 2017-53265-CCCLK	Apco Construction	(203.50)
08/02/2017	Transaction Assessment			3.50
08/02/2017	Efile Payment	Receipt # 2017-61590-CCCLK	Apco Construction	(3.50)
08/22/2017	Transaction Assessment			3.50
08/22/2017	Efile Payment	Receipt # 2017-66175-CCCLK	Apco Construction	(3.50)
08/22/2017	Transaction Assessment			3.50
08/22/2017	Efile Payment	Receipt # 2017-66179-CCCLK	Apco Construction	(3.50)
09/21/2017	Transaction Assessment			3.50
09/21/2017	Efile Payment	Receipt # 2017-73371-CCCLK	Apco Construction	(3.50)
09/21/2017	Transaction Assessment			3.50
09/21/2017	Efile Payment	Receipt # 2017-73429-CCCLK	Apco Construction	(3.50)
10/30/2017	Transaction Assessment			3.50
10/30/2017	Efile Payment	Receipt # 2017-82295-CCCLK	Apco Construction	(3.50)
10/30/2017	Transaction Assessment			3.50
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11/07/2017	Transaction Assessment			3.50
11/07/2017	Efile Payment	Receipt # 2017-84287-CCCLK	Apco Construction	(3.50)
11/07/2017	Transaction Assessment			3.50
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01/11/2018	Transaction Assessment			3.50
01/11/2018	Efile Payment	Receipt # 2018-02741-CCCLK	Apco Construction	(3.50)
01/16/2018	Transaction Assessment			3.50
01/16/2018	Efile Payment	Receipt # 2018-03127-CCCLK	Apco Construction	(3.50)
02/20/2018	Transaction Assessment			27.50
02/20/2018	Efile Payment	Receipt # 2018-12275-CCCLK	Apco Construction	(27.50)
05/18/2018	Transaction Assessment			3.00
05/18/2018	Payment (Window)	Receipt # 2018-33955-CCCLK	T. James Truman & Associates	(3.00)
05/24/2018	Transaction Assessment			5.00
05/24/2018	Payment (Window)	Receipt # 2018-35495-CCCLK	American Legal Investigation Services Nevada Inc.	(5.00)
05/25/2018	Transaction Assessment			3.50
05/25/2018	Efile Payment	Receipt # 2018-35664-CCCLK	Apco Construction	(3.50)
05/25/2018	Transaction Assessment			3.50
05/25/2018	Efile Payment	Receipt # 2018-35755-CCCLK	Apco Construction	(3.50)
06/08/2018	Transaction Assessment			3.50
06/08/2018	Efile Payment	Receipt # 2018-38693-CCCLK	Apco Construction	(3.50)
06/18/2018	Transaction Assessment			3.50
06/18/2018	Efile Payment	Receipt # 2018-40333-CCCLK	Apco Construction	(3.50)
07/31/2018	Transaction Assessment			3.50
07/31/2018	Efile Payment	Receipt # 2018-50486-CCCLK	Apco Construction	(3.50)
07/31/2018	Transaction Assessment			3.50

07/31/2018	Efile Payment	Receipt # 2018-50551-CCCLK	Apco Construction	(3.50)
	Third Party Plaintiff E & E Fire Protection LLC			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
08/11/2017	Transaction Assessment			200.00
08/11/2017	Efile Payment	Receipt # 2017-63784-CCCLK	E & E Fire Protection LLC	(200.00)
	Third Party Plaintiff Insulpro Projects Inc			
	Total Financial Assessment			200.00
	Total Payments and Credits			200.00
	Balance Due as of 08/06/2018			0.00
05/18/2016	Efile Payment	Receipt # 2016-48150-CCCLK	Insulpro Projects Inc	(200.00)
06/28/2016	Transaction Assessment			200.00

EXHIBIT B



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Attorneys for APCO Construction

DISTRICT COURT**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.: 13

Consolidated with:

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

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that the Order Granting Plaintiff's Motion to Dismiss was
 entered in the above captioned matter on September 20, 2017, a copy of which is attached hereto.

Dated this 21st day of September, 2017.

MARQUIS AURBACH COFFING

By /s/Jack Juan, Esq.
 Jack Chen Min Juan, Esq.
 Nevada State Bar No. 6367
 Cody S. Mounteer, Esq.
 Nevada State Bar No. 11220
 10001 Park Run Drive
 Las Vegas, Nevada 89145

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 21st day of September, 2017. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

Party: Apco Construction - Plaintiff

Rosie Wesp rwesp@maclaw.com

Party: Camco Pacific Construction Co Inc - Intervenor Defendant

Steven L. Morris steve@gmdlegal.com

Party: Camco Pacific Construction Co Inc - Counter Claimant

Steven L. Morris steve@gmdlegal.com

Party: Fidelity & Deposit Company Of Maryland - Intervenor Defendant

Steven L. Morris steve@gmdlegal.com

Party: Interstate Plumbing & Air Conditioning Inc - Intervenor Plaintiff

Jonathan S. Dabbieri dabbieri@sullivanhill.com

Party: Cactus Rose Construction Inc - Intervenor Plaintiff

Eric B. Zimbelman ezimbelman@peelbrimley.com

Party: National Wood Products, Inc.'s - Intervenor

Richard L Tobler rltldck@hotmail.com

Other Service Contacts

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"Cody Munteer, Esq." . cmunteer@marquisaurbach.com

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"Donald H. Williams, Esq." . dwilliams@dhwlawlv.com

"Eric Dobberstein, Esq." . edobberstein@mcpalaw.com

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Brad Slighting . bsighting@djplaw.com

¹ 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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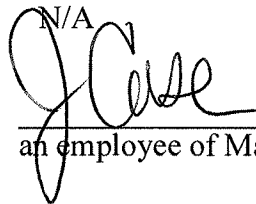
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15 WTM Tami Cowden . cowdent@gtlaw.com

16 I further certify that I served a copy of this document by mailing a true and correct copy
17 thereof, postage prepaid, addressed to:

18 N/A
19 

20 an employee of Marquis Aurbach Coffing



Marquis Aurbach Coffing
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cmounteer@maclaw.com
Attorneys for APCO Construction

**DISTRICT COURT
CLARK COUNTY, NEVADA**

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

Case No.: A571228

Dept. No.: XIII

vs.

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

AND ALL RELATED MATTERS

ORDER GRANTING PLAINTIFF'S MOTION TO DISMISS

This matter having come on for hearing before this court on September 11, 2017, the Court having heard the oral arguments, no opposition having been filed, and for good cause shown:

1. On September 5, 2017, there was calendar call on the claims of the remaining parties of this case;

2. During this calendar call, APCO, CAMCO, Helix and Zitting orally moved pursuant to NRCP 7(b) to dismiss, with prejudice, those parties that have not filed their Pre-Trial Disclosures;

3. The Court set the final Pre-Trial Disclosure date to Friday, September 8th, 2017 at 5:00pm, with a follow up hearing set for September 11, 2017 at 9:00am on the NRCP 7(b) oral motion to dismiss;

MARQUIS AURBACH COFFING

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Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

RECEIVED

SEP 18 2017

DISTRICT COURT DEPT#13

1 4. At the hearing on Monday, September 11, 2017, the Court granted the oral
2 Motion to Dismiss the following parties:

3 Accuracy Glass and Mirror Company; Noorda Sheet Metal; and
4 Tri-City Drywall Inc.;

5 5. The parties remaining in this litigation are thus:

6 APCO Construction; Camco Pacific Construction Co.;
7 Steel Structures, Inc.; Unitah Investments, LLC;
8 E&E Fire Protection, LLC; SWPP Compliance Solutions, LLC;
9 Helix Electric of Nevada, Inc.; Fast Glass, Inc.; Buchele, Inc.;
10 Zitting Brothers Construction, Inc.; Nevada Prefab Engineers, Inc.;
11 Heinaman Contract Glazing, Inc.; Cactus Rose Construction, Inc.;
12 National Wood Products, Inc.; United Subcontractors dba Sky Line Insulation; and
13 Interstate Plumbing and Air Conditioning LLC;

14 6. All other parties and claims were previously resolved pursuant to a separate
15 stipulation and order and/or separate settlement; and

16 7. The remaining parties may now proceed to a settlement conference or mediation.

17 ORDER

18 IT IS SO ORDERED.

19 Dated: September 19, 2017.

20 
21 _____
22 DISTRICT COURT JUDGE

23 Respectfully submitted by:

24 MARQUIS AURBACH COFFING

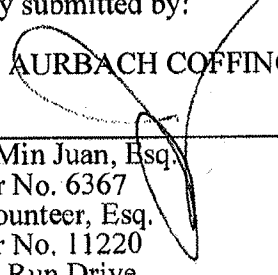
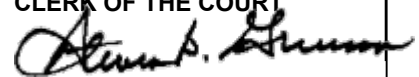
25 By 
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 Attorneys for APCO Construction

EXHIBIT C



1 NTC
2 T. James Truman, Esq.
3 Nevada Bar No. 003620
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10 *Attorneys for E&E FIRE PROTECTION, LLC*

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 APCO CONSTRUCTION, a Nevada
14 corporation,

Case No. A571228
Dept No. XIII

15 Plaintiff,

16 vs.

(Consolidated with Case Nos. A574391;
A574792; A583289; A587168; AF89195;
A597089; A577623; A584730; A580889;
A571792) .

17 GEMSTONE DEVELOPMENT WEST,
18 INC., and DOES I through X,

19 Defendant


**NOTICE OF ENTRY OF JUDGMENT IN
FAVOR OF E&E FIRE PROTECTION
AND AGAINST CAMCO PACIFIC
CONSTRUCTION COMPANY, INC. and
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND**

20 AND ALL RELATED MATTERS
21 _____/
22 _____

23 PLEASE TAKE NOTICE that a Judgment in Favor of E&E Fire Protection and Against
24 CAMCO Pacific Construction Company, Inc. and Fidelity and Deposit Company of Maryland, was
25 entered in the above-entitled matter on the 16 day of May, 2018. A copy of said Judgment is
26 attached hereto.

27 DATED this 16 day of May, 2018.

28 T. JAMES TRUMAN & ASSOCIATES

By: 
T. JAMES TRUMAN, ESQ.
Nevada Bar No. 003620
3654 North Rancho Drive
Las Vegas, NV 89130
Attorney for E&E Fire Protection

000084

LAW OFFICES OF
T. JAMES TRUMAN & ASSOCIATES
3654 NORTH RANCHO DRIVE
LAS VEGAS, NEVADA 89130
www.trumanlegal.com

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of T. JAMES TRUMAN & ASSOCIATES and that on this 17 day of May, 2018, I caused the above and foregoing document entitled **NOTICE OF ENTRY OF JUDGMENT IN FAVOR OF E&E FIRE PROTECTION AND AGAINST CAMCO PACIFIC CONSTRUCTION COMPANY, INC. and FIDELITY AND DEPOSIT COMPANY OF MARYLAND** to be served as follows:

XXX To registered parties via Odyssey File & Serve, the court's electronic filing system.
by U.S. Mail
by Facsimile Transmission
by Overnight Mail
by Federal Express
by Hand Delivery


An employee of T. JAMES TRUMAN & ASSOCIATES

Steven D. Grierson

1 JUDG

2 T. James Truman, Esq.
3 Nevada Bar No. 003620
4 T. JAMES TRUMAN & ASSOCIATES
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6 Las Vegas, NV 89130
7 Telephone: (702) 256-0156
8 Fax: (702) 396-3035
9 E-mail: district@trumanlegal.com

10 Attorneys for E&E FIRE PROTECTION, LLC

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 APCO CONSTRUCTION, a Nevada
14 corporation,

15 Plaintiff,

16 vs.

17 GEMSTONE DEVELOPMENT WEST,
18 INC., and DOES I through X,

19 Defendant

20 AND ALL RELATED MATTERS

Case No. A571228
Dept No. XIII

(Consolidated with Case Nos. A574391;
A574792; A583289; A587168; AF89195;
A597089; A577623; A584730; A580889;
A571792)

**JUDGMENT IN FAVOR OF E&E FIRE
PROTECTION AND AGAINST CAMCO
PACIFIC CONSTRUCTION COMPANY,
INC. and FIDELITY AND DEPOSIT
COMPANY OF MARYLAND**

21 This matter came before the Court as a bench trial on E&E Fire Protection's (hereinafter "E
22 & E FIRE PROTECTION") claims against CAMCO PACIFIC CONSTRUCTION COMPANY,
23 INC., and FIDELITY AND DEPOSIT COMPANY OF MARYLAND on February 6, 2018. T. James
24 Truman, Esq., of the law firm of T. JAMES TRUMAN & ASSOCIATES represented E & E FIRE
25 PROTECTION, and Steve Morris, Esq., of MORRIS LAW GROUP having represented CAMCO
26 PACIFIC CONSTRUCTION COMPANY, INC. and FIDELITY AND DEPOSIT COMPANY OF
27 MARYLAND. The Court having heard the testimony of witnesses and having received and
28 reviewed evidence submitted to the Court, and thereafter the Court having entered its Findings of
Fact and Conclusions of Law on April 26, 2018, and pursuant to that Order re Submission of
Proposed Judgment, entered on April 26, 2018, the Court hereby enters its Judgment as follows:

000086

LAW OFFICES OF
T. JAMES TRUMAN & ASSOCIATES
3654 NORTH RANCHO DRIVE
LAS VEGAS, NEVADA 89130
www.TrumanLegal.com

RECEIVED

MAY 09 2018

DISTRICT COURT DEPT# 13

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment is entered in
2 favor of E&E FIRE PROTECTION and against CAMCO PACIFIC CONSTRUCTION COMPANY,
3 INC. and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, in accordance with the
4 Court's Findings of Fact and Conclusions of Law; and

5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is entered in
6 favor of E & E FIRE PROTECTION and against CAMCO PACIFIC CONSTRUCTION
7 COMPANY, INC., for the principal sum of \$3,795,218.91; and

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is further
9 entered in favor of E & E FIRE PROTECTION and against CAMCO PACIFIC CONSTRUCTION
10 COMPANY, INC., for E & E FIRE PROTECTION'S costs (including the cost of preparing and
11 recording its Notice of Lien Claim, the costs of these proceedings, the costs for representation of the
12 lien claimant in these proceedings, and any other costs related to E & E FIRE PROTECTION'S
13 efforts to collect the amount owed by CAMCO PACIFIC CONSTRUCTION COMPANY, INC.)
14 in the sum of \$2,834.32, as set forth in the Memorandum of Costs submitted to the Court by E & E
15 FIRE PROTECTION; and

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is further
17 entered in favor of E & E FIRE PROTECTION and against CAMCO PACIFIC CONSTRUCTION
18 COMPANY, INC., for interest pursuant to NRS 108.237 at the prime rate, plus 4 percent, from
19 October 26, 2008 through April 30, 2018 in the sum of \$2,683,035.08, and thereafter until paid in
20 full; and

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is entered in
22 favor of E & E FIRE PROTECTION and against FIDELITY AND DEPOSIT COMPANY OF
23 MARYLAND, for the penal sum of the bond (\$50,000.00); and

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that E & E FIRE
25 PROTECTION shall be awarded its attorney fees against CAMCO PACIFIC CONSTRUCTION
26 COMPANY, INC. in an amount to be determined by the Court following submission of a Motion

27

28

000087

1 for Attorney Fees by E & E FIRE PROTECTION.

2 DATED this 10th day of May, 2018.

3 
DISTRICT COURT JUDGE

4 Submitted By:

5 T. JAMES TRUMAN & ASSOCIATES

6
7 By 

T. JAMES TRUMAN, ESQ.

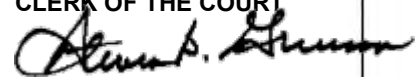
8 Nevada Bar No. 003620

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Attorneys for E&E Fire Protection

10 Dated May 7, 2018
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1 **NJUD**

2 JORGE A. RAMIREZ, ESQ.

3 Nevada Bar No. 6787

4 I-CHE LAI, ESQ.

5 Nevada Bar No. 12247

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11 Jorge.Ramirez@wilsonelser.com

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13 Attorneys for Lien Clamant,

14 Zitting Brothers Construction, Inc.

15
16 **DISTRICT COURT**
17 **CLARK COUNTY, NEVADA**

18 APCO CONSTRUCTION, a Nevada
19 corporation,

20 Plaintiff,

21 vs.

22 GEMSTONE DEVELOPMENT WEST, INC.,
23 a Nevada corporation,

24 Defendant.

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

25 AND ALL RELATED MATTERS

26 **NOTICE OF ENTRY OF JUDGMENT IN FAVOR OF ZITTING BROTHERS**
27 **CONSTRUCTION, INC.**

28 PLEASE TAKE NOTICE that an Order was entered in the above entitled action on the 23rd
day of May, 2018, a true and correct copy of which is attached hereto.

Dated this 24th day of May, 2018.



Jorge A. Ramirez, Esq.

I-Che Lai, Esq.

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

300 South Fourth Street, 11th Floor

Las Vegas, Nevada 89101

Attorneys for Lien Clamant,

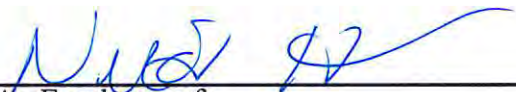
Zitting Brothers Construction, Inc.

000089

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of WILSON ELSER MOSKOWITZ
3 EDELMAN & DICKER LLP, and that on this 24th day of May, 2018, I served a true
4 and correct copy of the foregoing document as follows:

- 5 ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed
6 envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- 7 ☒ via electronic means by operation of the Court's electronic filing system, upon each
8 party in this case who is registered as an electronic case filing user with the Clerk;
9 and pursuant to Rule 9 of the N.E.F.C.R.
- 10 ☐ via hand-delivery to the addressees listed below;
- 11 ☐ via facsimile;
- 12 ☐ by transmitting via email the document listed above to the email address set forth
13 below on this date before 5:00 p.m.

14
15 
16 _____
17 An Employee of
18 WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP
19
20
21
22
23
24
25
26
27
28

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1 **JUDGE**

2 JORGE A. RAMIREZ, ESQ.

3 Nevada Bar No. 6787

4 I-CHE LAI, ESQ.

5 Nevada Bar No. 12247

6 WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

7 300 South 4th Street, 11th Floor

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11 Jorge.Ramirez@wilsonelser.com

12 I-Che.Lai@wilsonelser.com

13 *Attorneys for Lien Clamant,*

14 *Zitting Brothers Construction, Inc.*

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 APCO CONSTRUCTION, a Nevada
12 corporation,

13 Plaintiff,

14 vs.

15 GEMSTONE DEVELOPMENT WEST, INC.,
16 a Nevada corporation,

17 Defendant.

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

18 AND ALL RELATED MATTERS

19 **JUDGMENT IN FAVOR OF ZITTING BROTHERS CONSTRUCTION, INC.**

20 **IT IS HEREBY ORDERED** that judgment be entered in favor of Zitting Brothers
21 Construction, Inc. and against APCO Construction in the amount of \$936,251.11.

22 **IT IS FURTHER ORDERED** that ZBCI is awarded pre-judgment interest of 8.5% on
23 \$750,807.16 from April 30, 2009 to the date of entry of judgment.

24 **IT IS FURTHER ORDERED** that ZBCI is awarded post-judgment interest of 8.5% on
25 \$936,251.11, subject to periodic changes in interest rate under Nev. Rev. Stat. 108.237(2)(b), from
26 the date of entry of judgment to the date the judgment is paid in full.

27 ...

28 ...

...

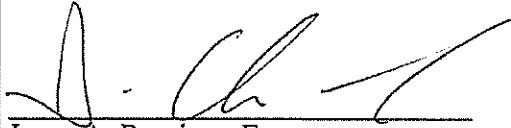
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1 IT IS SO ORDERED.

2 Dated this 21st day of May, 2018.

3 
4 DISTRICT COURT JUDGE

5
6 Respectfully submitted by:

7 
8

9 Jorge A. Ramirez, Esq.

10 I-Che Lai, Esq.

11 **WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER LLP**

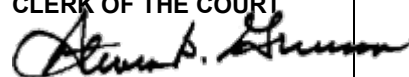
12 300 South Fourth Street, 11th Floor

13 Las Vegas, Nevada 89101

14 *Attorneys for Lien Clamant,*

15 *Zitting Brothers Construction, Inc.*
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Steven D. Grierson
CLERK OF THE COURT



NJUD
ERIC B. ZIMBELMAN, ESQ.
Nevada Bar No. 9407
RICHARD L. PEEL, ESQ.
Nevada Bar No. 4359
PEEL BRIMLEY LLP
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rpeel@peelbrimley.com
Attorneys for Helix Electric of Nevada LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST,
INC., 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

Case No. : 08A571228
Dept. No. : XIII

Consolidated with:
A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

NOTICE OF ENTRY OF JUDGMENT

///

///

///

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

NOTICE OF ENTRY OF JUDGMENT

PLEASE TAKE NOTICE that a **JUDGMENT [AS TO THE CLAIMS OF HELIX ELECTRIC OF NEVADA, LLC AGAINST CAMCO CONSTRUCTION CO., INC.]** was filed on **May 30, 2018**, a copy of which is attached as Exhibit A.

DATED this 31st day of May, 2018.

PEEL BRIMLEY LLP

/S/ Eric B Zimbelman

ERIC B. ZIMBELMAN, ESQ

Nevada Bar No. 9407

RICHARD L. PEEL, ESQ.

Nevada Bar No. 4359

3333 E. Serene Avenue, Suite 200

Henderson, NV 89074-6571

Attorneys for Helix Electric of Nevada LLC

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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of **PEEL BRIMLEY, LLP**, and that on this 31st day of May, 2018, I caused the above and foregoing document, **NOTICE OF ENTRY OF JUDGMENT** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☒ pursuant to NEFCR 9, upon all registered parties via the Court's electronic filing system;
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- ☐ to be hand-delivered; and/or
- ☐ other _____

to the attorney(s) and/or party(ies) listed below at the address and/or facsimile number indicated below:

Apco Construction:

Rosie Wesp (rwesp@maclaw.com)

Camco Pacific Construction Co Inc:

Steven Morris (steve@gmdlegal.com)

Camco Pacific Construction Co Inc:

Steven Morris (steve@gmdlegal.com)

Fidelity & Deposit Company Of Maryland:

Steven Morris (steve@gmdlegal.com)

E & E Fire Protection LLC:

Tracy Truman (district@trumanlegal.com)

Interstate Plumbing & Air Conditioning Inc:

Jonathan Dabbieri (dabbieri@sullivanhill.com)

National Wood Products, Inc.'s:

Richard Tobler (rltldck@hotmail.com)

Tammy Cortez (tcortez@caddenfuller.com)

S. Judy Hirahara (jhirahara@caddenfuller.com)

Dana Kim (dkim@caddenfuller.com)

Richard Reincke (rreincke@caddenfuller.com)

Chaper 7 Trustee:

000095

Jonathan Dabbieri (dabbieri@sullivanhill.com)
Jennifer Saurer (Saurer@sullivanhill.com)
Gianna Garcia (ggarcia@sullivanhill.com)
Elizabeth Stephens (stephens@sullivanhill.com)

United Subcontractors Inc:

Bradley Slighting (bslighting@fabianvancott.com)

Other Service Contacts not associated with a party on the case:

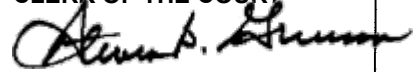
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Cori Mandy, Legal Secretary (cori.mandy@procopio.com)
Donald H. Williams, Esq. (dwilliams@dhwlawlv.com)
Marisa L. Maskas, Esq. (mmaskas@pezzillolloyd.com)
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John Mowbray (jmowbray@spencerfane.com)
Vivian Bowron (vbowron@spencerfane.com)

/s/ Amanda Armstrong

An employee of **PEEL BRIMLEY, LLP**

Exhibit A



1 ERIC B. ZIMBELMAN,
2 Nevada Bar No. 9407
3 RICHARD L. PEEL, ESQ.
4 Nevada Bar No. 4359
5 **PEEL BRIMLEY LLP**
6 3333 E. Serene Avenue, Suite 200
7 Henderson, NV 89074-6571
8 Telephone: (702) 990-7272
9 Fax: (702) 990-7273
10 ezimbelman@peelbrimley.com
11 rpeel@peelbrimley.com
12 *Attorneys for Helix Electric of Nevada, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

13 APCO CONSTRUCTION, a Nevada
14 corporation,

15 Plaintiff,

16 vs

17 GEMSTONE DEVELOPMENT WEST, INC.,
18 Nevada corporation; NEVADA
19 CONSTRUCTION SERVICES, a Nevada
20 corporation; SCOTT FINANCIAL
21 CORPORATION, a North Dakota
22 corporation; COMMONWEALTH LAND
23 TITLE INSURANCE COMPANY; FIRST
24 AMERICAN TITLE INSURANCE
25 COMPANY and DOES I through X,

26 Defendants.

27 AND ALL RELATED MATTERS.

CASE NO.: A571228
DEPT. NO.: XIII

Consolidated with:

A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

JUDGMENT

**[AS TO THE CLAIMS OF HELIX
ELECTRIC OF NEVADA, LLC
AGAINST CAMCO CONSTRUCTION
CO., INC.]**

28 This matter having come on for a non-jury trial on the merits on January 17-19, 23, 24
29 and February 6, 2018, Helix Electric of Nevada, LLC ("Helix"), SWPPP Compliance
30 Solutions, Inc. ("SWPPP"), Cactus Rose Construction, Co., Inc. ("Cactus Rose"), Fast Glass,
31 Inc. ("Fast Glass"), and Heinaman Contract Glazing ("Heinaman") all appearing through
32 Peel Brimley LLP; Camco Construction, Inc., ("Camco") through Grant Morris Dodds;
33 APCO Construction, Inc. ("APCO"), appearing through Spencer Fane, LLP and Marquis &
34 Aurbach; National Wood Products, Inc. ("National Wood" or "CabineTec") through Cadden
35 & Fuller LLP and Richard L. Tobler, Ltd.; and United Subcontractors, Inc. through Fabian

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PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
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MAY 22 2018

DISTRICT COURT DEPT. 13

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

1 Vancott; and the Court having heard the testimony of witnesses through examination and
2 cross-examination by the parties' counsel, having reviewed the evidence provided by the
3 parties, having heard the arguments of counsel, and having read and considered the briefs of
4 counsel, the parties' pleadings, and various other filings, and good cause appearing; the
5 Court hereby makes the following:

6 The Court having taken the matter under consideration and advisement;

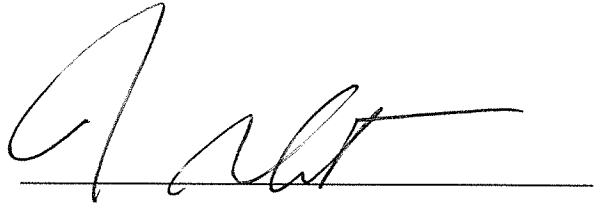
7 The Court having entered its April 26, 2018 Findings of Fact and Conclusions of Law
8 as to the Claims of Helix against Camco, incorporated herein by this reference and attached
9 hereto as Exhibit 1 ("the Helix FFCL");

10 The Court enters the following Judgment as to the claims of Helix against Camco;

11 IT IS ORDERED, ADJUDGED, AND DECREED that judgment is to be entered in
12 favor of Helix and against Camco as set forth on the Helix FFCL.

13 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court may
14 issue an amended judgment after the Court has heard and decided upon Helix's Motion for
15 Attorney's Fees, Costs and Interest Against Camco currently pending before the Court.

16 Dated this 29th day of May 2018.



DISTRICT COURT JUDGE

21 Respectfully submitted by:

22 **PEEL BRIMLEY LLP**

23  #11776 for
ERIC B. ZIMBELMAN,

24 Nevada Bar No. 9407

RICHARD L. PEEL, ESQ.

25 Nevada Bar No. 4359

3333 E. Serene Avenue, Suite 200

26 Henderson, NV 89074-6571

27 *Attorneys for Helix Electric of Nevada, LLC*

28 000100

EXHIBIT 1

000101

Steven D. Grierson

DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs

GEMSTONE DEVELOPMENT WEST, INC.,
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.

CASE NO.: A571228

DEPT. NO.: XIII

Consolidated with:

A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AS TO THE
CLAIMS OF HELIX ELECTRIC OF
NEVADA, LLC AGAINST CAMCO
PACIFIC CONSTRUCTION, INC.**

This matter came on for trial on January 17-19, 23-24, 31 and February 6, 2018,
before the Honorable Mark Denton in Dept. 13, and the following parties having appeared
through the following counsel:

<u>Party</u>	<u>Counsel for Party</u>
Apco Construction Co., Inc. ("Apco")	John Randall Jeffries, Esq. and Mary E. Bacon, Esq. of the Law Firm of Spencer Fane LLP
Camco Pacific Construction Co., Inc. ("Camco")	Steven L. Morris, Esq. of the Law Firm of the Law Firm of Grant Morris Dodds
Helix Electric of Nevada, LLC ("Helix")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Heinaman Contract Glazing, Inc. ("Heinaman")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Fast Glass, Inc. ("Fast Glass")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP

CLERK OF THE COURT

APR 26 2018

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MARK R. DENTON
DISTRICT JUDGE

DEPARTMENT THIRTEEN
LAS VEGAS, NV 89155

000102

10

Cactus Rose Construction Co., Inc. ("Cactus Rose")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
SWPPP Compliance Solutions, Inc. ("SWPPP")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
National Wood Products, LLC ("National Wood")	John B. Taylor, Esq. of the Law Firm of Cadden & Fuller LLP
E&E Fire Protection, LLC ("E&E").	T. James Truman, Esq. of the Law Firm of T. James Truman, & Associates

A. Procedural History.

1. This is one of the oldest cases on the Court's docket. This action arises out of a construction project in Las Vegas, Nevada known as the Manhattan West Condominiums Project ("the Project") located at West Russell Road and Rocky Hill Street in Clark County Nevada, APNs 163-32-101-003 through 163-32-101-005, 163-32-101-010 and 163-32-101-014 (the "Property" and/or "Project"), owned by Gemstone Development West, Inc. ("Gemstone" or "the Owner").

2. Gemstone hired APCO, and, subsequently, Camco as its general contractors, who in turn entered into subcontract agreements with various subcontractors. In December 2008 the Owner suspended the Project and advised the various contractors that Gemstone's lender did not expect to disburse further funds for construction. The Project was never completed. Numerous contractors, including the parties hereto, recorded mechanic's liens against the Property.

3. After several years of litigation and a Writ Action to determine the priority of the various lienors (during which the Property was sold, the proceeds of the same held in a blocked account and this action was stayed), the Nevada Supreme Court ruled that the Owner's lenders had priority over the proceeds of the sale of the Property, holding that the NRS Ch. 108 mechanic's liens were junior to the lenders' deeds of trust. The Court subsequently ordered the proceeds be released to the lenders. Thereafter, the stay was lifted and many of the trade contractors continued to pursue claims for non-payment from

1 APCO and Camco. The trial focused on these claims. The Court has separately treated
2 Helix's claims against APCO and has made or is making separate Findings of Fact and
3 Conclusions of Law regarding the same.

4 **B. Significant Pre-Trial Orders**

5 1. **Order Granting Partial Summary Judgment re: Pay-if-Paid.** On
6 January 2, 2018, this Court issued an Order granting a Motion for Partial Summary
7 Judgment brought by a group of subcontractors represented by the Peel Brimley Law Firm
8 (the "Peel Brimley Lien Claimants"¹) and joined in by others. Generally, but without
9 limitation, the Court concluded that, pursuant to NRS 624.624 and *Lehrer McGovern*
10 *Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1117-18, 197 P.3d 1032, 1042 (Nev.
11 2008), higher-tiered contractors, such as APCO and Camco, are required to pay their
12 lower-tiered subcontractors within the time periods set forth in NRS 624.626(1) and may
13 not fail to make such payment based on so-called "pay-if-paid" agreements ("Pay-if-Paid")
14 that are against public policy, void and unenforceable except under limited circumstances.
15 Accordingly, the Court ruled that APCO and Camco may not assert or rely on a defense to
16 their payment obligations to the party subcontractors that is based on a pay-if-paid
17 agreement.

18 2. **Order on Peel Brimley Lien Claimants' Motion in Limine Against**
19 **Camco.** On December 29, 2017 the Court issued an order on motions *in limine* brought by
20 the Peel Brimley Lien Claimants Against Camco. Specifically, the Court precluded Camco
21 from asserting or offering evidence that any of the Peel Brimley Lien Claimants' work on
22 the Project was (i) defective, (ii) not done in a workmanlike manner or (iii) not done in
23 compliance with the terms of the parties' agreement because Camco's person most
24 knowledgeable was not aware of, and Camco did not otherwise offer, any evidence to
25 support such claims. For the same reason, the Court also precluded Camco from asserting
26 or offering evidence at trial that the Peel Brimley Lien Claimants have breached their

27
28 ¹ The Peel Brimley Lien Claimants are: Helix, Heinaman, Fast Glass, Cactus Rose and SWPPP.

1 agreements other than with respect to pay-if-paid agreements, evidence and argument of
2 which is otherwise precluded by the Partial Summary Judgment discussed above. For the
3 same reason, the Court also precluded Camco from asserting or offering evidence at trial to
4 dispute the amounts invoiced, paid and that remain to be owed as asserted by the Peel
5 Brimley Lien Claimants in their respective Requests for Admission. For the same reason,
6 the Court also precluded Camco from asserting or offering evidence at trial that any liens
7 recorded by the Peel Brimley Lien Claimants were in any way defective or unperfected
8 and are otherwise valid and enforceable.

9 **C. Findings of Fact.**

10 Having received evidence and having heard argument of counsel, the Court makes
11 the following Findings of Fact:

12 1. The original general contractor on the Project was APCO. Gemstone and
13 APCO entered into the ManhattanWest General Construction Agreement for GMP (the
14 "APCO-Gemstone Agreement") on or about September 6, 2006. [See **Exhibit 2**].

15 2. After APCO ceased work on the Project, Gemstone hired Camco to be its
16 general contractor pursuant to an Amended and Restated ManhattanWest General
17 Construction Agreement effective as of August 25, 2008 ("the Camco-Gemstone
18 Agreement"). [See **Exhibit 162**].

19 3. Camco continued the same payment application format and numbering and
20 same schedule of values that APCO had been following. [See **Exhibit 218**; TR5-30:21-
21 31:4].² Like APCO before it, Camco compiled and included in its payment applications to
22 Gemstone the amounts billed by its subcontractors, including Helix. [See *e.g.*, **Exhibit**
23 **522-001-011**]. Also like the APCO-Gemstone Agreement, the Camco-Gemstone
24 Agreement required Camco, upon receipt of a progress payment from Gemstone, to
25 "promptly pay each [subcontractor] the amount represented by the portion of the
26 Percentage of the Work Completed that was completed by such [subcontractor]." [Ex. 162-

27
28 ² Testimony of Dave Parry.

1 010, ¶7.03(e)].³ It is only after Gemstone announced that the Project would be suspended
2 that Camco asserted otherwise.

3 4. Camco's initial letter to subcontractors following Gemstone's
4 announcement demonstrates both that it believed it had subcontracts (because it purported
5 to terminate the same) and that it intended to continue to forward payment applications to
6 Gemstone. [See e.g., Exhibit 804-003-004]. Specifically, Camco wrote:

7 Camco is left with no choice but to terminate our agreement with Gemstone
8 and all subcontracts on the Project, including our agreement with your
9 company. Accordingly, we have terminated for cause our agreement with
10 Gemstone, effective December 19, 2008, and we hereby terminate for
11 convenience our subcontract with your company, effective immediately.

12 Please submit to Camco all amounts you believe are due and owing on your
13 subcontract. We will review and advise you of any issues regarding any
14 amounts you claim are owed. For all amounts that should properly be billed to
15 Gemstone, Camco will forward to Gemstone such amounts for payment y
16 Gemstone. If your claims appear to be excessive, we will ask you to justify
17 and/or revise the amount.

18 [See e.g., Ex. 804-003-004].

19 5. Camco quickly retracted its initial communication and replaced it with a
20 second letter [See e.g., Ex. 804-005-007] asking the subcontractors to "please disregard
21 previous letter which was sent in error." [See e.g., Ex. 804-005]. Among other things,
22 Camco's second letter:

- 23 • Deleted its statement that it had terminated the Camco-Gemstone
24 Agreement (while continuing to terminate the subcontractors);
- 25 • Asserts that the subcontractors agreed to Pay-if-Paid and accepted the risk
26 of non-payment from the owner (which is also Pay-if-Paid); and,
- 27 • Stated, inaccurately, that "Camco's contract with Gemstone is a cost-plus
28 agreement wherein the subcontractors and suppliers were paid directly by
Gemstone and/or its agent Nevada Construction Services." [See e.g., Ex.

³ Unlike APCO and the subcontractors, no retention was to be withheld from the contractor's fee to be paid to Camco (though retention continued to be withheld from subcontractors). [Ex. 162-010, ¶7.03(a)].

1 804-007].

2 While Gemstone eventually did make partial payment through NCS and not Camco [see
3 discussion, *infra*], the Camco-Gemstone Agreement expressly required Camco, upon
4 receipt of a progress payment from Gemstone, to “promptly pay each [subcontractor] the
5 amount represented by the portion of the Percentage of the Work Completed that was
6 completed by such [subcontractor].” [Ex. 162-010, ¶7.03(e)].

7 6. Some subcontractors stopped working after APCO left the Project. Others,
8 such as Helix, continued to work on the Project and began working for Camco as the
9 general contractor. Others, such as Heinaman, Fast Glass, Cactus Rose and SWPPP started
10 working on the Project only after APCO left and worked only for Camco.

11 7. Camco presented some subcontractors with a standard form subcontract
12 Agreement (“the Camco Subcontract”), a representative example of which is Camco’s
13 subcontract with Fast Glass. [See Exhibit 801-007-040; TR5-57:8-16].⁴ Among other
14 provisions, the Camco Subcontract (consistent with the Camco-Gemstone Agreement),
15 requires Camco, no later than 10 days after receiving payment from Gemstone in response
16 to its payment applications, to “pay to Subcontractor, in monthly progress payments, 90%⁵
17 of labor and materials placed in position by Subcontractor during [the month preceding a
18 payment application].” [See Ex. 701-012, ¶ II(C)].

19 8. Despite and contrary to the payment provisions of the Camco-Gemstone
20 Agreement [see *supra* and Ex. 162-010, ¶7.03(e)] and the Camco Subcontract [See Ex.
21 701-012, ¶ II(C)], no monies were ever distributed to the subcontractors through Camco.
22 Instead, and until it ceased making payments, Gemstone released funds to NCS, which
23 issued checks “on behalf of Camco Pacific” to some of the subcontractors and/or joint
24 checks to the subcontractors and their lower tiers, including Helix and its lower tiers. [See
25 e.g., Exhibit 508-062 (NCS check no. 531544 to Helix and its lower tier, Graybar Electric
26 “on behalf of Camco Pacific.”)].

27 ⁴ Testimony of Dave Parry.

28 ⁵ i.e., less retention.

1 9. Camco also presented subcontractors who had previously worked for
2 APCO, including Helix and Cabintec (National Wood), with a document titled Ratification
3 and Amendment of Subcontract Agreement ("the Camco Ratification"). [See e.g., Exhibit
4 3164].

5 10. Helix admitted in its Complaint and in its lien documents that it entered into
6 the Camco Subcontract and the Camco Ratification.

7 11. As it was instructed to do, Camco continued to perform the work it had
8 agreed to perform on the Project until Gemstone suspended work on December 15, 2008.
9 As it was also instructed to do, Helix submitted payment applications to Camco using the
10 same forms and same procedures as it had employed while APCO was still on the Project.
11 [See e.g., Ex. 508-067-074]. Camco in turn submitted its pay applications to Gemstone in
12 the same way, and using the same forms, as APCO had used. [See e.g., Ex. 522-001-011].

13 12. Helix submitted gross payment applications to Camco totaling
14 \$1,010,255.25 (i.e., inclusive of retention). [See Ex. 508-001-002; 037-038; 049; 068-
15 069].⁶ Helix was paid only \$175,778.80 and is owed the balance, \$834,476.45.

16 13. The Court finds that Helix and Camco entered into a
17 contractor/subcontractor relationship and agreement whereby they agreed on the material
18 terms of a contract – i.e., the work to be performed, the price for the work and Camco's
19 obligation to pay. The Court finds that Camco breached its obligation to pay Helix the sum
20 of \$834,476.45.

21 14. Helix provided undisputed testimony that the amounts it billed were
22 reasonable for the work performed. [TR2-71:22-72:3].⁷ Because (i) this testimony was
23 undisputed, (ii) Camco submitted these amounts on its certified pay applications to
24 Gemstone, and (iii) Helix was paid in part for these amounts, the Court finds that the
25 amounts Helix billed Camco for its work were reasonable for the work performed.

26
27 ⁶ See also summary document, Ex. 508-061, which does not include Pay Application No. 15. [See
TR3-68:17-69:7].

28 ⁷ Testimony of Andy Rivera.

1 15. Helix presented undisputed evidence, and the Court finds, that Helix timely
2 recorded a mechanic's lien, as amended ("the Helix Lien"), pursuant to NRS Chapter 108
3 and perfected the same. [See **Exhibit 512**]. The Helix Lien identified both APCO and
4 Camco as the "person by whom the lien claimant was employed or to whom the lien
5 claimant furnished or agreed to furnish work, materials or equipment." [See *e.g.*, Ex. 512-
6 007, 009].

7 16. Any finding of fact herein that is more appropriately deemed a conclusion
8 of law shall be treated as such.

9 FROM the foregoing Findings of Fact, the Court hereby makes the following

10 **B. Conclusions of Law.**

11 1. "Basic contract principles require, for an enforceable contract, an offer and
12 acceptance, meeting of the minds, and consideration." *May v. Anderson*, 121 Nev. 668,
13 672, 119 P.3d 1254, 1257 (2005). A meeting of the minds exists when the parties have
14 agreed upon the contract's essential terms. *Roth v. Scott*, 112 Nev. 1078, 1083, 921 P.2d
15 1262, 1265 (1996). Which terms are essential "depends on the agreement and its context
16 and also on the subsequent conduct of the parties, including the dispute which arises and
17 the remedy sought." Restatement (Second) of Contracts § 131 cmt. g (1981). Whether a
18 contract exists is a question of fact and the District Court's findings will be upheld unless
19 they are clearly erroneous or not based on substantial evidence. *May*, 121 Nev. at 672-73,
20 119 P.3d at 1257.

21 2. The Court concludes that Camco and Helix entered into a contract whereby
22 they agreed on the material terms of a contract – i.e., the work to be performed, the price
23 therefore and Camco's obligation to pay. The Court further concludes that Camco failed to
24 pay Helix the undisputed sum of \$834,476.45 without excuse (other than Camco's reliance
25 on Pay-if-Paid, which the Court has previously rejected).

26 3. Camco did not dispute Helix's testimony that the amounts it billed were a
27 reasonable value for the work performed, and the reasonableness thereof was demonstrated

1 by Camco's payment in part and its inclusion of Helix's billings in its own payment
2 applications to Gemstone. The court therefore concludes that the unpaid value of Helix's
3 work while Camco was on site as the general contractor is \$834,476.45 and that Helix
4 should be awarded that principal amount against Camco for that principal amount.

5 4. The Court rejects Camco's argument that it is not liable to Helix (and other
6 subcontractors) because it never received payment from Gemstone who instead made
7 payments to subcontractors through the disbursement company, NCS. Camco's position
8 notwithstanding, both the Camco-Gemstone Agreement and the Camco Subcontract
9 demonstrate that (consistent with the APCO-Gemstone Agreement and the APCO
10 Subcontract) payments to subcontractors were intended to flow through the general
11 contractor. Camco presented no evidence that Helix or any other subcontractor consented
12 in advance to Gemstone's eventual decision to release payments (in part) through NCS and
13 not Camco.

14 5. Similarly, the Court rejects Camco's contention that the Court's decision on
15 Pay-if-Paid is inapplicable because it was "impossible" for Camco to have paid Helix and
16 other subcontractors. Camco presented no evidence that it, for example, declared
17 Gemstone to be in breach for failing to make payments through Camco rather than through
18 NCS. Instead, Camco appears to have acceded to Gemstone's deviation from the contract
19 and, at least until Gemstone announced that it was suspending construction, continued to
20 process subcontractor payment applications and submit them to Gemstone. Camco's
21 "impossibility" claim is, in any event, another form of Pay-if-Paid, against the public
22 policy of Nevada, void and unenforceable and barred by this Court's summary judgment.

23 6. Helix is entitled to the principal sum of \$834,476.45 against Camco which
24 will be the subject of a judgment to be entered by the Court.

25 7. The Court denies all of Camco's affirmative defenses.

26 8. Helix is entitled to prejudgment interest pursuant to NRS 108.237 and/or
27 NRS 17.130.

9. Helix is the prevailing party and/or prevailing lien claimant as to Camco and Helix and is entitled to an award of reasonable attorney's fees pursuant to NRS 108.237 and/or the Camco Subcontract. Helix is granted leave to separately apply for the same.

10. As the prevailing party, Helix may also apply for an award of costs against Camco in accordance with the relevant statutes and for judgment as to the same.

11. Any conclusion of law herein that is more appropriately deemed a finding of fact shall be treated as such.

ORDER

NOW, THEREFORE, the Court hereby directs entry of the foregoing Findings of Fact and Conclusions of Law; and

IT IS FURTHER ORDERED that, based upon the foregoing Findings of Fact and Conclusions of Law, and those made regarding the other parties and claims involved in the consolidated cases, the Court shall issue a separate Judgment or Judgments reflective of the same at the appropriate time subject to further order of the Court.

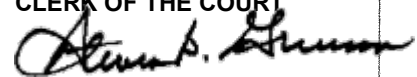
DATED this 24 day of April, 2018.

DISTRICT COURT JUDGE

CERTIFICATE

I hereby certify that on or about the date filed, this document was Electronically Served to the Counsel on Record on the Clark County E-File Electronic Service List.

LORRAINE TASHIRO
Judicial Executive Assistant
Dept. No. XIII



1 **NJUD**

2 Richard L. Tobler, Esq.
3 Richard L. Tobler, Ltd.
4 Nevada Bar No. 004070
3654 N. Rancho Drive, Suite 102
Las Vegas, Nevada 89130-3179
Telephone: (702) 256-6000

5 Attorney for Plaintiff-in-Intervention,
6 NATIONAL WOOD PRODUCTS, INC.,
a Utah corporation

7
8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**
10

11 APCO CONSTRUCTION, a Nevada
12 corporation,

13 Plaintiff,

14 vs.

15 GEMSTONE DEVELOPMENT WEST,
16 INC., a Nevada corporation, et al.,

17 Defendants.

18 AND ALL RELATED MATTERS.
19
20
21
22
23
24

LEAD CASE No. A-08-571228
DEPT. No. XIII

Consolidated with:

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

**NOTICE OF ENTRY JUDGMENT [as to
the Claim of NATIONAL WOOD
PRODUCTS, INC. against CAMCO
CONSTRUCTION COMPANY, INC., and
GEMSTONE DEVELOPMENT WEST,
INC.]**

25 **PLEASE TAKE NOTICE** that the attached JUDGMENT [as to the Claim of
26 **NATIONAL WOOD PRODUCTS, INC. against CAMCO CONSTRUCTION COMPANY,**
27 **INC. and GEMSTONE DEVELOPMENT WEST, INC.]**
28

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1 was entered on the 12th day of July, 2018, in the above-captioned matter.

2 DATED this 18th day of July, 2018.

3 RICHARD L. TOBLER, LTD.

4
5 By: /s/ Richard L. Tobler, Esq.
6 Richard L. Tobler, Esq.
7 Nevada Bar No.: 4070
8 3654 N. Rancho Drive, Suite 102
9 Las Vegas, Nevada 89130-3179
10 Telephone: (702) 256-6000
11 Attorneys for Plaintiff in Intervention,
12 *NATIONAL WOOD PRODUCTS, INC.*, a
13 Utah corporation
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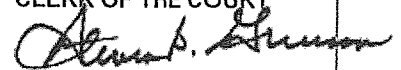
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Richard L. Tobler, Ltd., and that on the 19th day of July, 2018, and pursuant to NRCP 5(b), I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY JUDGMENT [as to the Claim of NATIONAL WOOD PRODUCTS, INC. against CAMCO CONSTRUCTION COMPANY, INC. and GEMSTONE DEVELOPMENT WEST, INC.]**, in the following manner:

(ELECTRONIC SERVICE) upon all registered parties set up to receive notice via electronic service in this matter via the Court's electronic filing through the "Notice of Electronic Filing"


An Employee of Richard L. Tobler, Ltd.



JUDGE

Richard L. Tobler, Esq.
Nevada Bar No. 004070
LAW OFFICES OF RICHARD L. TOBLER, LTD.
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Attorneys for Plaintiff-In-Intervention,
NATIONAL WOOD PRODUCTS, INC., a Utah corporation

DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST,
INC., a Nevada corporation; et al.,

Defendants.

) 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*

JUDGMENT

[AS TO THE CLAIM OF NATIONAL
WOOD PRODUCTS, INC. AGAINST
CAMCO CONSTRUCTION
COMPANY, INC. AND GEMSTONE
DEVELOPMENT WEST, INC.]

AND ALL RELATED MATTERS.

This matter having come before this Court for a bench trial on the merits on January 17-
19, 23 and 24, 2018 and February 6, 2018, National Wood Products, Inc. ("National Wood"),

1 appearing through its counsel of record, Cadden & Fuller LLP and Richard L. Tobler, Ltd.;
2 Camco Construction Company, Inc. (“**CAMCO**”) and Fidelity and Deposit Company of
3 Maryland, appearing through its counsel of record, Grant Morris Dodds; APCO Construction,
4 Inc., appearing through its counsel of record, Spencer Fane, LLP and Marquis & Aurbach;
5 Helix Electric of Nevada, LLC, SWPPP Compliance Solutions, Inc., Cactus Rose Construction
6 Co., Inc., Fast Glass, Inc., and Heinaman Contract Glazing, all appearing through its counsel of
7 record Peel Brimley LLP; United Subcontractors, Inc. appearing through its counsel of record
8 Fabian Vancott; and E&E Fire Protection, appearing through its counsel of record, T. James
9 Truman & Associates; and the Court having heard the testimony of witnesses through
10 examination and cross-examination by the parties’ counsel, having reviewed the evidence
11 presented by the parties, having heard the arguments of counsel, and having read and considered
12 the post-briefs of the parties, the parties’ pleadings and various other filings, and good cause
13 appearing; the Court hereby makes the following rulings:

14
15 The Court having taken the matter under consideration and advisement; and
16

17 The Court having entered its April 26, 2018 Findings of Fact and Conclusions of Law as
18 to the Claims of National Wood against CAMCO and Gemstone Development West, Inc.
19 (“**GEMSTONE**”), which is incorporated herein by this reference and attached hereto as Exhibit
20 “A.”
21

22 The Court enters the following Judgment as to the claims of National Wood against
23 CAMCO and GEMSTONE:
24

25 IT IS ORDERED, ADJUDGED, AND DECREED that judgment is to be entered in favor
26 of National Wood and against CAMCO and GEMSTONE in the amount of \$1,167,915.77 as of
27 March 8, 2018, plus daily interest in the amount of \$135.24 from March 9, 2018, until the date of
28 entry of judgment, attorneys’ fees and costs.

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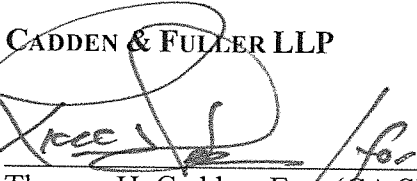
1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court may issue
2 an amended judgment after the Court has heard and decided upon National Wood's Motion for
3 Attorneys' Fees, Costs and Interest against CAMCO and GEMSTONE, which will be filed with
4 the court within the next two (2) weeks.

5
6 Dated this 5th day of July, 2018.

7
8 
9 DISTRICT COURT JUDGE

10
11 RESPECTFULLY SUBMITTED BY:

12 **CADDEN & FULLER LLP**

13 
14 Thomas H. Cadden, Esq. (CA SBN 122299)
15 John B. Taylor, Esq. (CA SBN 126400)
16 S. Judy Hirahara, Esq. (CA SBN 177332)
17 114 Pacifica, Suite 450
18 Irvine, California 92618
19 Attorneys for Plaintiff-In-Intervention,
20 *NATIONAL WOOD PRODUCTS, INC.,*
21 *a Utah corporation*
22
23
24
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EXHIBIT “A”

EXHIBIT “A”

Steven D. Grierson

DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST, INC., a
Nevada corporation; et al.,

Defendants.

) 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

) TRIAL DATE: JANUARY 17, 2018

AND ALL RELATED MATTERS.

PLAINTIFF IN INTERVENTION, NATIONAL WOOD PRODUCTS, INC.'S

FINDINGS OF FACT AND CONCLUSIONS OF LAW RE CAMCO

The trial before this Court of plaintiff-in-intervention, National Wood Products, Inc.'s ("National Wood") claims against APCO Construction, Inc. ("APCO"), Camco Pacific Construction Company, Inc. ("CAMCO") and Gemstone Development West, Inc. ("Gemstone"), commenced on January 17, 2018. The trial concluded on February 6, 2018. John B. Taylor and S. Judy Hirahara with the law firm of Cadden & Fuller LLP represented National Wood. John Randall Jeffries and Mary Bacon with the law firm of Spencer Fane LLP represented APCO. Steven Morris of Grant Morris Dodds represented CAMCO.

The Court, having heard the testimony of the witnesses and having received and reviewed the evidence presented at trial, makes the following findings of fact and conclusions of law.

I.

FINDINGS OF FACT

1. National Wood, a judgment creditor of plaintiff in intervention and lien claimant, Cabinetec, Inc., a Nevada corporation ("Cabinetec"), intervened in Cabinetec's

CLERK OF THE COURT

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MARK R. DENTON
DISTRICT JUDGE
DEPARTMENT THIRTEEN
LAS VEGAS, NV 89155

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12

1 complaint in intervention against Gemstone Development West, Inc. ("Gemstone"), APCO
2 Construction, Inc. ("APCO") and Camco Pacific Construction Company, Inc. ("CAMCO")
3 pursuant to a court order of April 12, 2012. Cabinetec has claims against APCO, CAMCO
4 and Gemstone relating to the work of construction known as Manhattan West Project
5 ("Manhattan West Claims").

6
7 2. Cabinetec assigned all of its right, title and interest in the Manhattan West
8 Claims to National Wood on or about January 22, 2018. [NWP-TR-EX03177.]

9 3. The Court has concurrently made "Findings of Fact and Conclusions of Law
10 as to the Claims of Helix Electric and Cabinetec Against APCO," which are hereby and
11 herein incorporated by reference insofar as they relate to National Wood's claims against
12 APCO.

13 A. APCO CONTRACT

14 4. On or about September 6, 2007, Gemstone and APCO entered into the
15 Manhattan West – General Construction Agreement for GMP ("Prime Contract"). [APCO-
16 TR-EX0002.] Under the Prime Contract, APCO served as the general contractor for the
17 Manhattan West Condominium Project ("Project") located at West Russell Road and Rocky
18 Hill Street in Clark County, Nevada, Assessor's Parcel Numbers: 163-32-101-003, 163-32-
19 101-004, 163-32-101-005, 163-32-101-101, and 162-32-101-014 (the "Property" and/or
20 "Project"), which was owned by Gemstone.

21 5. On or about April 28, 2008, Cabinetec and APCO entered into a Subcontract
22 Agreement ("APCO Contract") for furnishing and installing kitchen and bathroom cabinets
23 for Buildings 8 and 9 of the Project in the sum of \$528,790.00, with Building 7 added as a
24 Change Order for the sum of \$261,985.00 ("APCO Contract"). [NWP-TR-EX03002.]

25 6. The APCO Contract requires APCO to pay Cabinetec 100% of the value of
26 the work completed on a periodic basis – less 10% retention of the value ("Retention") –
27 only after APCO receives actual payments from Gemstone.

1
2 7. The APCO Contract requires APCO to pay Cabinetec the Retention amount
3 upon (a) Completion of the entire project described in the Contract Documents; (b) The
4 approval and final acceptance of the project Work by Owner; (c) Receipt of final payment by
5 Contractor from Owner; (d) Delivery to Contractor from Subcontractor all as-built drawings
6 for its scope of work and other close out documents; and (e) Delivery to Contractor from
7 Subcontractor a Release and Waiver of Claims from all of Subcontractor's laborers, material
8 and equipment suppliers, and subcontractors providing labor, materials or services to the
9 Project.

10 8. Alternatively, if the Prime Contract is terminated, the APCO Contract requires
11 APCO to pay Cabinetec the amount due for Cabinetec's completed work after receipt of
12 payment from Gemstone.

13 9. The conditions precedent set forth in the APCO Contract requiring APCO's
14 payment to Cabinetec only upon receipt of payment from Gemstone constitute "pay-if-paid"
15 provisions.

16 10. The APCO Contract only allows APCO to terminate upon written notice to
17 Cabinetec.

18 11. If any party to the APCO Contract "institute[s] a lawsuit . . . for any cause
19 arising out of the Subcontract . . .," the APCO Contract expressly authorizes the prevailing
20 party to recover "all costs, attorney's fee[s] and any other reasonable expenses incurred" in
21 connection with the lawsuit. The APCO Contract does not provide a rate of interest that
22 would accrue on the amount owed under the APCO Contract.

23 12. If any term of the APCO Contract is void under Nevada law, the APCO
24 Contract expressly provides that the void term would not affect the enforceability of the
25 remainder of the contract.

26 **B. CABINETEC'S WORK UNDER THE APCO CONTRACT**

27 13. In or around June and July 2008, Cabinetec commenced its scope of work
28 under the APCO Contract.

1
2 14. On August 1, 2008, Cabinetec delivered cabinets for the first floor of Building
3 8 and 9 on the Project, which were authorized by Joe with APCO. Gemstone and APCO
4 acknowledged receipt of the invoices for the cabinets for Building 8 and 9. [NWP-TR-
5 EX03087-3088.]

6 15. On August 6, 2008, Cabinetec and APCO enter into a letter agreement
7 regarding the storage of cabinets at the Project. [NWP-TR-EX03089.]

8 16. On or about August 8, 2008, Cabinetec sent its first payment application
9 ("First Payment Application") to APCO for work completed as of July 31, 2008 in the total
10 sum of \$179,180.00 and conditional waivers and release upon progress payment. [NWP-TR-
11 EX03090-92 and NWP-TR-EX03003-3082.]

12 17. The Prime Contract was terminated on or about August 15, 2008. [APCO-
13 TR-EX0013.]

14 18. On or about August 21, 2008, Cabinetec received a Notice to all Manhattan
15 West Subcontractors regarding APCO'S notice of stopping work and notice of intent to
16 terminate contract for nonpayment. This Notice informed the subcontractors that APCO has
17 not terminated its contract with Gemstone and that all subcontractors, until advised in writing
18 by APCO, remain under contract with APCO [NWP-TR-EX03093.]

19 19. On or about September 23, 2008, Nevada Construction Services issued a joint
20 check to APCO and Cabinetec in the amount of \$161,262.00 as Progress Payment No. 1 for
21 the period July 31, 2008, for a total sum of \$179,180.00 less ten percent (10%) retention of
22 \$17,918.00. [NWP-TR-EX03099.]

23 20. Cabinetec never received any additional payment due under the First Payment
24 Application.

25 21. Cabinetec performed work on the Project as required by the APCO contract.
26 [Transcript 1/17/18 86:20-24 (Pelan) and Transcript 1/18/18 97:2-6 (Benson).]

27 22. Cabinetec never received complaints regarding the quality of the materials
28 provided or work performed on the Project from Gemstone or APCO.

1
2 C. APCO AND CAMCO CONTRACTS

3 23. On or about August 25, 2008, CAMCO and Gemstone entered into the
4 Amended and Restated Manhattan West General Construction Agreement by which
5 CAMCO became the general contractor for the Project. [NWP-TR-EX03095.]

6 24. Thereafter, on or about December 1, 2008, Cabinetec and CAMCO entered
7 into a Ratification and Amendment of Subcontract Agreement ("CAMCO Contract" and
8 together with APCO Contract shall collectively be referred to as the "Contracts."). [NWP-
9 TR-EX03096-03097.]

10 25. The CAMCO Contract specifically stated that it was ratifying the APCO
11 Contract, and affirmatively did not repudiate the APCO Contract or Cabinetec's rights vis-à-
12 vis APCO.

13 26. The CAMCO Contract specifically provides that the APCO Contract as it
14 existed as of August 26, 2008 remains in full force and effect. [NWP-TR-EX03096-003,
15 §7.]

16 27. APCO is not a party to the CAMCO Contract.

17 28. Neither CAMCO nor Cabinetec intended to extinguish APCO's obligations.

18 29. Cabinetec did not consent to a novation.

19 D. CABINETEC'S WORK UNDER THE APCO AND CAMCO CONTRACTS

20 30. On or about October 17, 2008, Cabinetec sent its invoice for unpaid retention
21 and conditional waiver and release upon progress payment. [NWP-TR-EX03103.]

22 31. Cabinetec never received payment from APCO, CAMCO or Gemstone.

23 32. On or about October 24, 2008, Cabinetec sent its second payment application
24 ("Second Payment Application") for work performed on the Project in August, September
25 and October 2008 in the total sum of \$598,475.00 and conditional waivers and release upon
26 progress payment. The payment application was approved for the sum of \$537,404.80 with
27 retention of \$53,740.48. [NWP-TR-EX03105-3140 and APCO-TR-0185-0001 and 0002.]

1 33. Cabinetec never received payment of \$537,404.80 or the retention amount of
2 \$53,740.48 for the sums due for the work on the Project pursuant to the Second Payment
3 Application from APCO, CAMCO or Gemstone.

4 34. On or about November 12, 2008, Cabinetec sent its third payment application
5 ("Third Payment Application") for work performed on the Project in October 2008 in the
6 total sum of \$88,735.00 and conditional waivers and release upon progress payment. [NWP-
7 TR-EX03147-3152.]

8 35. Cabinetec never received payment of \$79,861.50 or the retention amount of
9 \$8,735.50 for the sums due for the work on the Project pursuant to the Third Payment
10 Application from APCO, CAMCO or Gemstone.

11 36. Cabinetec performed work on the Project prior to the termination of the Prime
12 Contract.

13 37. The CAMCO Contract was not executed until after Cabinetec had completed
14 its work on the Project.

15 38. Cabinetec performed the work on the Project as required by the CAMCO
16 contract.

17 39. Cabinetec never received complaints regarding the quality of the materials
18 provided or work performed on the Project by Gemstone, APCO or CAMCO.

19 40. The Project shut down in December 2008.

20 41. Cabinetec was not advised that one of the problems with the Project was that
21 the lender was balking at paying for work that had been done.

22 42. Cabinetec was not informed that CAMCO was not acting the nature of a true
23 general contractor.

24
25 E. CABINETEC'S NOTICE OF LIEN AND COMPLAINT IN INTERVENTION AGAINST
26 APCO, CAMCO AND GEMSTONE

27 43. As a result of not being paid the sums due for the materials provided and work
28 performed on the Project, on or about January 12, 2009, Cabinetec served a Notice of Intent

1 to Lien to Gemstone, APCO and CAMCO. The Notice of Intent to Lien specifically advised
2 Gemstone APCO and CAMCO that Cabinetec has not been paid for all work performed on
3 the Project under the Contracts in the sum of \$750,102.00. [NWP-TR-EX03171 and APCO-
4 TR-EX0155-0003.]

5 44. In the Notice of Intent to Lien, Cabinetec itemized the sums due by Gemstone,
6 APCO and CAMCO, as follows:

- 7 "1. The Amount of the Original Contract: \$528,790.00
8 2. The total amount of all changes and additions: \$382,574.00
9 3. The total amount of all payments received to date: \$161,262.00
10 4. The amount due and owing to the undersigned: \$750,102.00"

11 That is, Cabinetec gave notice that it held Gemstone, APCO and CAMCO jointly liable for
12 the full claim. There was no attempt to split the claim into sub-parts.

13 45. When Cabinetec did not receive payment of \$750,102.00 from Gemstone,
14 APCO or CAMCO, Cabinetec recorded a Notice of Lien in the office of Clark County on
15 February 2, 2009. [NWP-TR-EX03172 and APCO-TR-EX0155.]

16 46. On February 6, 2009, Cabinetec filed its Statement of Facts Constituting Lien
17 Claim and Complaint in Intervention against Gemstone, APCO and CAMCO ("Complaint in
18 Intervention"). [NWP-TR-EX03173.]

19 47. In the Complaint in Intervention, APCO, CAMCO and Gemstone were put on
20 notice that they would be held jointly and severally liable for the sums due to Cabinetec for
21 the work performed on the Project under the Contracts. [See NWP-TR-EX03173-004, lines
22 14-21 and lines 26-27; NWP-TR-EX03173-005, lines 16-18, NWP-TR-EX03173-005, line
23 25 to 006; line 2; NWP-TR-EX03173-007, lines 10-17; NWP-TR-EX03173-009, lines 20-
24 22; and NWP-TR-EX03173-010, lines 5-6.]

25 48. APCO and Gemstone filed answers to the Complaint in Intervention.
26
27
28

1 49. CAMCO filed an answer to the Complaint in Intervention and a Counterclaim
2 against Cabinetec for breach of contract and breach of covenant of good faith and fair
3 dealing.

4 50. Cabinetec filed a reply to CAMCO's Counterclaim.

5 F. DEFENSES OF APCO AND CAMCO

6 51. APCO maintains, *inter alia*, that it is not liable to Cabinetec for the amount
7 claimed because Cabinetec did not satisfy the conditions precedent for payment of the
8 Retention.

9 52. CAMCO maintains that it is not liable to Cabinetec for the amount claimed
10 because the Contracts provide that the parties assumed the risk that Gemstone may not pay
11 CAMCO, that the receipt of payment by CAMCO from Gemstone is a condition precedent to
12 its obligation to pay Cabinetec, and that CAMCO is not liable to pay Cabinetec for the
13 materials provided or work performed on the Project unless and until it receives payment
14 from Gemstone.

15 53. Gemstone failed to appear at trial.

16 54. The Court's January 2, 2018 Order Granting Peel Brimley Lien Claimants'
17 Motion for Partial Summary Judgment Precluding Defenses Based on Pay-If-Paid
18 Agreements ("Order") specifically provides that "APCO and Camco may not assert or rely
19 upon any defense to their payment obligations, if any, to the PB Lien Claimants and the
20 Joining Subcontractors that is based on a pay-if-paid agreement."

21 55. Any finding of fact herein that is more appropriately deemed a conclusion of
22 law shall be treated as such.

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1 FROM the foregoing Findings of Fact, the Court hereby makes the following

2 II.

3 CONCLUSIONS OF LAW

4
5 A. PLAINTIFF-IN-INTERVENTION, NATIONAL WOOD, HAS STANDING TO PURSUE THE
6 CLAIMS OF CABINETEC.

7 1. National Wood has standing to pursue the claims of Cabinetec pursuant to the
8 April 12, 2012 Court Order and assignment executed by Cabinetec.

9 B. BURDEN OF PROOF

10 2. As plaintiff in this matter, National Wood bears the initial burden of proof to
11 show by a preponderance of the evidence that a valid and enforceable agreement existed
12 between the parties, APCO and CAMCO breached the Contracts, and National Wood is
13 entitled to damages resulting from such breaches.

14 C. THE CONTRACTS ARE VALID AND ENFORCEABLE

15 3. The Court finds that the Contracts, which were admitted as NWP-TR-
16 EX03002 and NWP-TR-EX03096, are valid and enforceable contracts between Cabinetec,
17 on the one hand, and APCO and CAMCO on the other hand.

18 D. BREACH OF CONTRACT BY APCO AND CAMCO

19 4. Under Nevada law, a claim for breach of contract requires National Wood to
20 provide admissible evidence to demonstrate (1) the existence of a valid contract, (2) breach
21 by APCO and CAMCO, (3) damages to Cabinetec as a result of the breaches by APCO and
22 CAMCO. *See Saini v. Int'l Game Tech.*, 434 F.Supp.2d 913, 919-920 (D. Nev. 2006) (citing
23 Richardson v. Jones, 1 Nev. 405, 408 (1865)).

24 5. The Contracts between the respective parties are valid contracts. However,
25 pursuant to the Court's separate Decision filed on November 27, 2017 and Order regarding
26 enforceability of the Contracts' "pay-if-paid provisions" ("Court's Decision and Order"), the
27
28

1 pay-if-paid provisions are against public policy and are void and unenforceable under Nev.
2 Rev. Stat. 624.628(3). The remaining terms of the Contracts remain enforceable.

3 6. By the very terms of the Contracts themselves, the termination of the
4 Contracts, through no fault of Cabinetec, automatically entitles National Wood to payment of
5 all sums, including the retention, due under the Contracts for the completed work by
6 Cabinetec on the Project. [See Section 9.4 of the APCO Contract, NWP-TR-EX03002-009.]
7 The language of the Contracts, exclusive of the void pay-if-paid provisions, coincides with a
8 prime contractor's obligations to pay its subcontractors pursuant to Nev. Rev. Stat.
9 624.626(6).

10 7. In Nevada, compliance with a valid condition precedent requires only
11 substantial performance. See, e.g., *Laughlin Recreational Enterprises, Inc. v. Zab Dev. Co.,*
12 *Inc.*, 98 Nev. 285, 287 (1982).

13 8. CAMCO and Gemstone are jointly and severally liable for the sums due to
14 Cabinetec for the work performed on the Project.

15 9. CAMCO has breached the Contract by refusing to pay National Wood all of
16 the sums due, including the retention, for the work performed by Cabinetec on the Project.
17 As a result, National Wood is entitled to receive payment for the principal sum of
18 \$705,128.00 from CAMCO and Gemstone, who are jointly and severally liable.

19 E. NATIONAL WOOD IS ENTITLED TO INTEREST, ATTORNEYS' FEES, AND COSTS

20 10. National Wood is the prevailing party under the ratified Contract with
21 CAMCO.

22 11. Pursuant to the ratified Contracts with CAMCO, specifically Section 18.5
23 thereof, National Wood is entitled to all costs, attorney's fees and any other reasonable
24 expenses incurred.

25 12. Pursuant to NRS 99.040(1), "When there is no express contract in writing
26 fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at
27 the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on
28

1 January 1 or July 1, as the case may be, immediately preceding the date of transaction, plus 2
2 percent, upon all money from the time it becomes due, in the following cases: (a) Upon
3 contracts, express or implied, other than book accounts. . . .”

4 13. The prime rate as of July 1, 2008 was 5% as ascertained by the Commissioner
5 of Financial Institutions. Therefore, the applicable interest rate in this matter is 7% (i.e.,
6 prime rate of 5% plus 2%).

7 14. The interest that has accrued on the amount of \$17,918.00 due under the First
8 Payment Application at the rate of 7% per annum from July 8, 2008 through March 8, 2018,
9 totals \$12,113.06, plus daily interest in the amount of \$3.44 from March 9, 2018, until the
10 date of entry of judgment. Moreover, the interest that has accrued on the amount of
11 \$598,475.00 due under the Second Payment Application at the rate of 7% per annum from
12 October 24, 2008 through March 8, 2018, totals \$392,763.57, plus daily interest of \$114.78
13 from March 9, 2018, through the date of entry of judgment. Furthermore, the interest that
14 has accrued on the amount of \$88,735.00 due under the Third Payment Application at the
15 rate of 7% per annum from November 12, 2008 through March 8, 2018, totals \$57,911.14,
16 plus daily interest of \$17.02 from March 9, 2018, through the date of entry of judgment.

17 15. Any conclusion of law herein that is more appropriately deemed a finding of
18 fact shall be treated as such.

19 ORDER

20 NOW, THEREFORE, the Court hereby directs entry of the foregoing Findings of Fact
21 and Conclusions of Law; and

22 IT IS FURTHER ORDERED that, based upon the foregoing Findings of Fact and
23 Conclusions of Law, and those made regarding the other parties and claims involved in the
24

25

26

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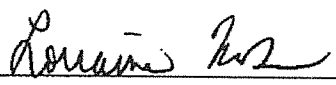
1 consolidated cases, the Court shall issue a separate Judgment or Judgments reflective of the
2 same at the appropriate time subject to further order of the Court.

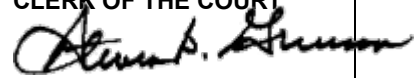
3 DATED this 24th day of April, 2018.

4
5
6 
DISTRICT COURT JUDGE

7 CERTIFICATE

8 I hereby certify that on or about the date filed, this document was
9
10 Electronically Served to the Counsel on Record on the Clark County E-File Electronic Service
11 List.

12 
13 LORRAINE TASHIRO
14 Judicial Executive Assistant
15 Dept. No. XIII
16
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28



NJUD
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DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST,
INC., 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

Case No. : 08A571228

Dept. No. : XIII

Consolidated with:

*A571792, A574391, A577623, A580889,
A583289, A584730, and A587168*

NOTICE OF ENTRY OF JUDGMENT

///

///

///

PEEL BRIMLEY LLP
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HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

NOTICE OF ENTRY OF JUDGMENT

PLEASE TAKE NOTICE that a **JUDGMENT [AS TO THE CLAIMS OF CACTUS ROSE CONSTRUCTION CO., INC. AGAINST CAMCO CONSTRUCTION CO., INC.]** was filed on **May 30, 2018**, a copy of which is attached as Exhibit A.

DATED this 31st day of May, 2018.

PEEL BRIMLEY LLP

/s/ Eric B Zimbelman

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Attorneys for Cactus Rose Construction Co., Inc.

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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of **PEEL BRIMLEY, LLP**, and that on this 31st day of May, 2018, I caused the above and foregoing document, **NOTICE OF ENTRY OF JUDGMENT** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☒ pursuant to NEFCR 9, upon all registered parties via the Court's electronic filing system;
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- ☐ to be hand-delivered; and/or
- ☐ other _____

to the attorney(s) and/or party(ies) listed below at the address and/or facsimile number indicated below:

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Steven Morris (steve@gmdlegal.com)

Camco Pacific Construction Co Inc:

Steven Morris (steve@gmdlegal.com)

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000133

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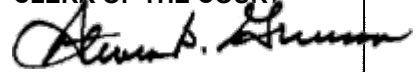
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Vivian Bowron (vbowron@spencerfane.com)

/s/ Amanda Armstrong

An employee of **PEEL BRIMLEY, LLP**

Exhibit A



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6 rpeel@peelbrimley.com
Attorneys for Cactus Rose Construction Co., Inc.

7
8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 APCO CONSTRUCTION, a Nevada
corporation,

11 Plaintiff,

12 vs

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

18 Defendants.

CASE NO.: A571228

DEPT. NO.: XIII

Consolidated with:

A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

JUDGMENT

**[AS TO THE CLAIMS OF CACTUS
ROSE CONSTRUCTION CO., INC.
AGAINST CAMCO CONSTRUCTION
CO., INC.]**

19 AND ALL RELATED MATTERS.
20

21 This matter having come on for a non-jury trial on the merits on January 17-19, 23, 24
22 and February 6, 2018, Helix Electric of Nevada, LLC ("Helix"), SWPPP Compliance
23 Solutions, Inc. ("SWPPP"), Cactus Rose Construction, Co., Inc. ("Cactus Rose"), Fast Glass,
24 Inc. ("Fast Glass"), and Heinaman Contract Glazing ("Heinaman") all appearing through
25 Peel Brimley LLP; Camco Construction, Inc., ("Camco") through Grant Morris Dodds;
26 APCO Construction, Inc. ("APCO"), appearing through Spencer Fane, LLP and Marquis &
27 Aurbach; National Wood Products, Inc. ("National Wood" or "CabineTec") through Cadden
28 & Fuller LLP and Richard L. Tobler, Ltd.; and United Subcontractors, Inc. through Fabian

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DISTRICT COURT DEPT#13

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MAY 22 2018

1 Vancott; and the Court having heard the testimony of witnesses through examination and
2 cross-examination by the parties' counsel, having reviewed the evidence provided by the
3 parties, having heard the arguments of counsel, and having read and considered the briefs of
4 counsel, the parties' pleadings, and various other filings, and good cause appearing; the
5 Court hereby makes the following:

6 The Court having taken the matter under consideration and advisement;

7 The Court having entered its April 26, 2018 Findings of Fact and Conclusions of Law
8 as to the Claims of Cactus Rose against Camco, incorporated herein by this reference and
9 attached hereto as Exhibit 1 ("the Cactus Rose FFCL");

10 The Court enters the following Judgment as to the claims of Cactus Rose against
11 Camco;

12 IT IS ORDERED, ADJUDGED, AND DECREED that judgment is to be entered in
13 favor of Cactus Rose and against Camco as set forth on the Cactus Rose FFCL.

14 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court may
15 issue an amended judgment after the Court has heard and decided upon Cactus Rose's
16 Motion for Attorney's Fees, Costs and Interest Against Camco currently pending before the
17 Court.

18 Dated this 29th day of May 2018.



DISTRICT COURT JUDGE

21 Respectfully submitted by:

22 **PEEL BRIMLEY LLP**

23  #1176 fo
ERIC B. ZIMBELMAN,

24 Nevada Bar No. 9407

25 RICHARD L. PEEL, ESQ.

26 Nevada Bar No. 4359

26 3333 E. Serene Avenue, Suite 200

27 Henderson, NV 89074-6571

27 *Attorneys for Cactus Rose Construction Co., Inc.*

EXHIBIT 1



DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs

GEMSTONE DEVELOPMENT WEST, INC.,
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.

CASE NO.: A571228

DEPT. NO.: XIII

Consolidated with:
A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AS TO THE
CLAIMS OF CACTUS ROSE
CONSTRUCTION CO., INC.**

AND ALL RELATED MATTERS.

This matter came on for trial on January 17-19, 23-24, 31 and February 6, 2018,
before the Honorable Mark Denton in Dept. 13, and the following parties having appeared
through the following counsel:

<u>Party</u>	<u>Counsel for Party</u>
Apco Construction Co., Inc. ("Apco")	John Randall Jeffries, Esq. and Mary E. Bacon, Esq. of the Law Firm of Spencer Fane LLP
Camco Pacific Construction Co., Inc. ("Camco")	Steven L. Morris, Esq. of the Law Firm of the Law Firm of Grant Morris Dodds
Helix Electric of Nevada, LLC ("Helix")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Heinaman Contract Glazing, Inc. ("Heinaman")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Fast Glass, Inc. ("Fast Glass")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Cactus Rose Construction Co., Inc. ("Cactus Rose")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP

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APR 26 2018
CLERK OF THE COURT

MARK R. DENTON
DISTRICT JUDGE

DEPARTMENT THIRTEEN
LAS VEGAS, NV 89155

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SWPPP Compliance Solutions, Inc. ("SWPPP")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
National Wood Products, LLC ("National Wood")	John B. Taylor, Esq. of the Law Firm of Cadden & Fuller LLP
E&E Fire Protection, LLC ("E&E")	T. James Truman, Esq. of the Law Firm of T. James Truman, & Associates

A. Procedural History.

1. This is one of the oldest cases on the Court's docket. This action arises out of a construction project in Las Vegas, Nevada known as the Manhattan West Condominiums Project ("the Project") located at West Russell Road and Rocky Hill Street in Clark County Nevada, APNs 163-32-101-003 through 163-32-101-005, 163-32-101-010 and 163-32-101-014 (the "Property" and/or "Project"), owned by Gemstone Development West, Inc. ("Gemstone" or "the Owner").

2. Gemstone hired APCO, and, subsequently, Camco as its general contractors, who in turn entered into subcontract agreements with various subcontractors. In December 2008 the Owner suspended the Project and advised the various contractors that Gemstone's lender did not expect to disburse further funds for construction. The Project was never completed. Numerous contractors, including the parties hereto, recorded mechanic's liens against the Property.

3. After several years of litigation and a Writ Action to determine the priority of the various lienors (during which the Property was sold, the proceeds of the same held in a blocked account and this action was stayed), the Nevada Supreme Court ruled that the Owner's lenders had priority over the proceeds of the sale of the Property, holding that the NRS Ch. 108 mechanic's liens were junior to the lenders' deeds of trust. The Court subsequently ordered the proceeds be released to the lenders. Thereafter, the stay was lifted and many of the trade contractors continued to pursue claims for non-payment from APCO and Camco. The trial focused on these claims.

.....

1 B. Significant Pre-Trial Orders

2 1. Order Granting Partial Summary Judgment re: Pay-if-Paid. On

3 January 2, 2018, this Court issued an Order granting a Motion for Partial Summary
4 Judgment brought by a group of subcontractors represented by the Peel Brimley Law Firm
5 (the "Peel Brimley Lien Claimants"¹) and joined in by others. Generally, but without
6 limitation, the Court concluded that, pursuant to NRS 624.624 and *Lehrer McGovern*
7 *Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1117-18, 197 P.3d 1032, 1042 (Nev.
8 2008), higher-tiered contractors, such as APCO and Camco, are required to pay their
9 lower-tiered subcontractors within the time periods set forth in NRS 624.626(1) and may
10 not fail to make such payment based on so-called "pay-if-paid" agreements ("Pay-if-Paid")
11 that are against public policy, void and unenforceable except under limited circumstances.
12 Accordingly, the Court ruled that APCO and Camco may not assert or rely on any defense
13 to their payment obligations, if any, to the party subcontractors that is based on a pay-if-
14 paid agreement.

15 2. Order on Peel Brimley Lien Claimants' Motion in Limine Against

16 Camco. On December 29, 2017 the Court issued an order on motions *in limine* brought by
17 the Peel Brimley Lien Claimants Against Camco. Specifically, the Court precluded Camco
18 from asserting or offering evidence that any of the Peel Brimley Lien Claimants' work on
19 the Project was (i) defective, (ii) not done in a workmanlike manner or (iii) not done in
20 compliance with the terms of the parties' agreement because Camco's person most
21 knowledgeable was not aware of any evidence to support such claims. For the same
22 reason, the Court also precluded Camco from asserting or offering evidence at trial that the
23 Peel Brimley Lien Claimants have breached their agreements other than with respect to
24 pay-if-paid agreements, evidence and argument of which is otherwise precluded by the
25 Partial Summary Judgment discussed above. For the same reason, the Court also precluded
26 Camco from asserting or offering evidence at trial to dispute the amounts invoiced, paid

27

28 ¹ The Peel Brimley Lien Claimants are: Helix, Heinaman, Fast Glass, Cactus Rose and SWPPP.

1 and that remain to be owed as asserted by the Peel Brimley Lien Claimants in their
2 respective Requests for Admission. For the same reason, the Court also precluded Camco
3 from asserting or offering evidence at trial that any liens recorded by the Peel Brimley
4 Lien Claimants were in any way defective or unperfected and are otherwise valid and
5 enforceable.

6 **C. Findings of Fact.**

7 Having received evidence and having heard argument of counsel, the Court makes
8 the following Findings of Fact:

9 1. The original general contractor on the Project was APCO. Gemstone and
10 APCO entered into the ManhattanWest General Construction Agreement for GMP (the
11 "APCO-Gemstone Agreement") on or about September 6, 2006. [See Exhibit 2].

12 2. Among other things, and in exchange for a guaranteed maximum price
13 ("GMP") of \$153,472,300.00 as forth in the APCO-Gemstone Agreement (Ex. 2, ¶
14 5.02(a)), APCO agreed to:

- 15 • "Complete the work" required by the APCO-Gemstone Agreement,
16 "furnish efficient business administration and superintendence" and "use its
17 best efforts to complete the Project;" [Ex 2., ¶ 2.01(a)];
- 18 • "...engage contractors, subcontractors, sub-subcontractors, service
19 providers, [and others, collectively referred to as "Third-Party Service
20 Providers"] to perform the work..."; [Ex 2., ¶ 2.02(a)];
- 21 • Monthly submit to Gemstone "applications for payment for the previous
22 month on forms similar to AIA G702 and G703 and a corresponding
23 approved Certificate for Payment;" [Ex 2., ¶ 5.05(a)]. Each payment
24 application was to be "based on a Schedule of Values [that] shall allocate
25 the entire GMP among the various portions of the Work" with APCO's fee
26 to be shown as a separate line item." [Ex 2., ¶ 5.05(b)]; The payment
27 applications were to "show the Percentage of Completion of each portion of
28

1 the Work as of the end of the period covered by the Application for
2 Payment. [Ex 2., ¶ 5.05(c)]; and

- 3 • Upon receipt of a monthly progress payment, “promptly pay each Third-
4 Party Service Provider the amount represented by the portion of the
5 Percentage of the Work Completed that was completed by such Third-Party
6 Service Provider² during the period covered by the corresponding Progress
7 Payment.” [Ex 2., ¶ 5.05(g)];

8 3. APCO in turn hired various subcontractors to perform certain scopes of
9 work and provided its form Subcontract Agreement to its subcontractors (“the APCO
10 Subcontract”). Cactus Rose did not work for APCO on the Project and only first provided
11 work after APCO ceased work on the project and, as discussed below, Gemstone hired
12 Camco as the general contractor to replace APCO. APCO ceased work on the Project in or
13 about the end of August 2008. APCO and Gemstone each claim to have terminated the
14 other.

15 4. After APCO ceased work on the project, Gemstone hired Camco to be its
16 general contractor pursuant to an Amended and Restated ManhattanWest General
17 Construction Agreement effective as of August 25, 2008 (“the Camco-Gemstone
18 Agreement”). [See Exhibit 162].

19 5. On cross examination, Camco’s Dave Parry could not point to any portion
20 of the Camco-Gemstone Agreement that required Camco to supervise the work of the
21 subcontractors. [TR5-50:17-51:9]. Nothing in Article II (“General Contractor
22 Responsibilities”) obligates Camco to supervise the work or the subcontractors. [See Ex.
23 162, ¶Article II]. Parry did not deny that Camco was “essentially ... there to lend [its]
24 license” to Gemstone. [TR5-50:15-17].

25 6. Mr. Parry described Camco as “more of a construction manager at this point
26

27 ² Because the only Third-Party Service Providers at issue on this trial were subcontractors, the Court
28 will herein use the terms “subcontractor” and “Third-Party Service Provider” interchangeably and
synonymously.

1 than a general contractor" [TR5-31:10-11³]. Nonetheless, the Camco-Gemstone
2 Agreement is plainly called a "General Construction Agreement." The Camco-Gemstone
3 Agreement also requires Camco, in the same way that APCO did, to aggregate payment
4 applications from subcontractors and prepare and submit to Gemstone payment
5 applications for the amounts represented by the subcontractor payment applications and
6 Camco's fee. [See Ex. 162-008-010; ¶7.01].

7 7. Camco continued the same payment application format and numbering and
8 same schedule of values that APCO had been following. [See Exhibit 218; TR5-30:21-
9 31:4⁴]. Like APCO before it, Camco compiled and included in its payment applications to
10 Gemstone the amounts billed by its subcontractors, including Cactus Rose. [See e.g.,
11 Exhibit 522-001-011]. Also, like the APCO-Gemstone Agreement, the Camco-Gemstone
12 Agreement required Camco, upon receipt of a progress payment from Gemstone, to
13 "promptly pay each [subcontractor] the amount represented by the portion of the
14 Percentage of the Work Completed that was completed by such [subcontractor]." [Ex. 162-
15 010, ¶7.03(e)].⁵ It is only after Gemstone announced that the Project would be suspended
16 that Camco asserted otherwise.

17 8. Camco's initial letter to subcontractors following Gemstone's
18 announcement demonstrates both that it believed it had subcontracts (because it purported
19 to terminate the same) and that it intended to continue to forward payment applications to
20 Gemstone. [See e.g., Exhibit 804-003-004]. Specifically, Camco wrote:

21 Camco is left with no choice but to terminate our agreement with Gemstone and
22 all subcontracts on the Project, including our agreement with your company.
23 Accordingly, we have terminated for cause our agreement with Gemstone,
24 effective December 19, 2008, and we hereby terminate for convenience our
subcontract with your company, effective immediately.

25 Please submit to Camco all amounts you believe are due and owing on your
subcontract. We will review and advise you of any issues regarding any amounts

26 ³ Testimony of Dave Parry.

27 ⁴ Testimony of Dave Parry.

28 ⁵ Unlike APCO and the subcontractors, no retention was to be withheld from the contractor's fee to be
paid to Camco (through retention continued to be withheld from subcontractors). [Ex. 162-010, ¶7.03(a)].

1 you claim are owed. For all amounts that should properly be billed to Gemstone,
2 Camco will forward to Gemstone such amounts for payment y Gemstone. If your
claims appear to be excessive, we will ask you to justify and/or revise the amount.

3 [See e.g., Ex. 804-003-004].

4 9. Camco quickly retracted its initial communication and replaced it with a
5 second letter [See e.g., Ex. 804-005-007] asking the subcontractors to "please disregard
6 previous letter which was sent in error." [See e.g., Ex. 804-005]. Among other things,
7 Camco's second letter:

- 8 • Deleted its statement that it had terminated the Camco-Gemstone
- 9 Agreement (while continuing to terminate the subcontractors);
- 10 • Asserts that the subcontractors agreed to Pay-if-Paid and accepted the risk
- 11 of non-payment from the owner (which is also Pay-if-Paid); and,
- 12 • Stated, inaccurately, that "Camco's contract with Gemstone is a cost-plus
- 13 agreement wherein the subcontractors and suppliers were paid directly by
- 14 Gemstone and/or its agent Nevada Construction Services." [See e.g., Ex.
- 15 804-007].

16 While Gemstone eventually did make partial payment to some subcontractors through
17 NCS and not Camco [see discussion, *infra*], the Camco-Gemstone Agreement expressly
18 required Camco, upon receipt of a progress payment from Gemstone, to "promptly pay
19 each [subcontractor] the amount represented by the portion of the Percentage of the Work
20 Completed that was completed by such [subcontractor]." [Ex. 162-010, ¶7.03(e)].

21 10. Some subcontractors stopped working after APCO left the Project. Others,
22 such as Helix, continued to work on the Project and began working for Camco as the
23 general contractor. Others, such as Heinaman, Fast Glass, Cactus Rose and SWPPP started
24 working on the Project only after APCO left and worked only for Camco.

25 11. Camco presented some subcontractors with a standard form subcontract
26 Agreement ("the Camco Subcontract"), a representative example of which is Camco's
27
28

1 subcontract with Fast Glass. [See Exhibit 801-007-040; TR5-57:8-16⁶].

2 12. However, Cactus Rose and Camco never entered into the Camco
3 Subcontract. Instead, the agreement between Cactus Rose and Camco is memorialized by a
4 Time & Material Authorization ("the Cactus Rose Agreement") by which Camco agreed to
5 hire Cactus Rose to perform certain scopes of work (specifically, replacing non-compliant
6 firestopping and other related work) in exchange for payment of Cactus Roses' costs for
7 (1) labor (at stated standard, overtime and double time rates), (2) materials plus a 30%
8 markup and equipment (at stated daily rates). [See Exhibit 601].

9 13. Cactus Rose submitted multiple invoices to Camco totaling \$363,591.44,
10 was paid \$124,964.19 and is still owed \$238,627.25 for its work on the Project. [See
11 Exhibit 604-007-019].

12 14. Cactus Rose presented undisputed evidence that Cactus Rose timely
13 recorded a mechanic's lien, as amended ("the Cactus Rose Lien"), pursuant to NRS
14 Chapter 108 and perfected the same. [See Exhibits 605, 606, 607]. The Cactus Rose Lien
15 identified both Camco as the "person by whom the lien claimant was employed or to
16 whom the lien claimant furnished or agreed to furnish work, materials or equipment." [See
17 Ex. 606-002].

18 15. After the project closed, Cactus Rose entered bankruptcy. Its Trustee
19 authorized and employed the Peel Brimley firm to prosecute Cactus Rose's claims in this
20 action. [See Exhibit 622].

21 16. Owing to the passage of time, no live witness was available to testify on
22 Cactus Rose's behalf. However, the Court admitted without objection the Declaration of
23 Cactus Rose's president, Dave Hofelich, which was signed in May 2010 attesting to the
24 foregoing facts ("the Hofelich Declaration"). Camco has not disputed these facts or offered
25 any contrary evidence.

26 17. Based on the foregoing, the Court finds, as attested by the Hofelich
27

28

⁶ Testimony of Dave Parry.

1 Declaration and as set forth in the other admitted exhibits relating to Cactus Rose, that (i)
2 Camco agreed to pay Cactus Rose for its work, (ii) Cactus Rose performed and invoiced
3 Camco for its work consistent with the Cactus Rose Agreement, (iii) Camco breached the
4 Cactus Rose Agreement by failing without excuse to pay Cactus Rose the sum of
5 \$238,627.25 and (iv) Cactus Rose recorded and perfected the Cactus Rose Lien .

6 18. Any finding of fact herein that is more appropriately deemed a conclusion
7 of law shall be treated as such.

8 FROM the foregoing Findings of Fact, the Court hereby makes the following

9 **B. Conclusions of Law.**

10 1. "Basic contract principles require, for an enforceable contract, an offer and
11 acceptance, meeting of the minds, and consideration." *May v. Anderson*, 121 Nev. 668,
12 672, 119 P.3d 1254, 1257 (2005). A meeting of the minds exists when the parties have
13 agreed upon the contract's essential terms. *Roth v. Scott*, 112 Nev. 1078, 1083, 921 P.2d
14 1262, 1265 (1996). Which terms are essential "depends on the agreement and its context
15 and also on the subsequent conduct of the parties, including the dispute which arises, and
16 the remedy sought." Restatement (Second) of Contracts § 131 cmt. g (1981). Whether a
17 contract exists is a question of fact and the District Court's findings will be upheld unless
18 they are clearly erroneous or not based on substantial evidence. *May*, 121 Nev. at 672-73,
19 119 P.3d at 1257.

20 2. The Court concludes that Camco entered into and breached the Cactus Rose
21 Agreement by failing, without excuse, to pay Cactus Rose in full for the invoices it
22 submitted and for the work it performed in the amount of \$238,627.25 and that Cactus
23 Rose is entitled to judgment for that amount, exclusive of interest, costs and attorney's
24 fees.

25 3. Alternatively, the Court concludes that there is an implied contract between
26 Cactus Rose and Camco and that Cactus Rose is entitled *quantum meruit* damages for
27 recovery of the full and reasonable value of the work it has performed. See *Certified Fire*

1 *Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 379, 283 P.3d 250, 257 (2012) (“*quantum*
2 *meruit*’s first application is in actions based upon contracts implied-in-fact.”). A contract
3 implied-in-fact must be “manifested by conduct.” *Id.* at 380 citing *Smith v. Recrion Corp.*,
4 91 Nev. 666, 668, 541 P.2d 663, 664 (1975); *Hay v. Hay*, 100 Nev. 196, 198, 678 P.2d
5 672, 674 (1984). It “is a true contract that arises from the tacit agreement of the parties.”
6 *Id.* To find a contract implied-in-fact, the fact-finder must conclude that the parties
7 intended to contract and promises were exchanged, the general obligations for which must
8 be sufficiently clear. *Id.* Here, Cactus Rose and Camco clearly intended to enter into a
9 contract whereby Cactus Rose would perform work for Camco and Camco would pay
10 Cactus Rise for its work.

11 4. Where an implied-in-fact contract exists “*quantum meruit* ensures the
12 laborer receives the reasonable value, usually market price, for his services.” *Precision*
13 *Constr.*, 128 Nev. at 380 citing Restatement (Third) of Restitution and Unjust Enrichment
14 § 31 cmt. e (2011), *Sack v. Tomlin*, 110 Nev. 204, 208, 871 P.2d 298, 302 (1994) (“The
15 doctrine of *quantum meruit* generally applies to an action ... involving work and labor
16 performed which is founded on a[n] oral promise [or other circumstances] on the part of
17 the defendant to pay the plaintiff as much as the plaintiff reasonably deserves for his labor
18 in the absence of an agreed upon amount.”). Cactus Rose is therefore entitled *quantum*
19 *meruit* damages in the amount of \$238,627.25 for recovery of the full and reasonable value
20 of the work it performed. *See Certified Fire Prot.*, 128 Nev. at 380.

21 5. The Court rejects Camco’s argument that it is not liable to Cactus Rose (and
22 other subcontractors) because it never received payment from Gemstone who instead made
23 payments to subcontractors through the disbursement company, NCS. Camco’s position
24 notwithstanding, both the Camco-Gemstone Agreement and the Camco Subcontract
25 demonstrate that (consistent with the APCO-Gemstone Agreement and the APCO
26 Subcontract) payments to subcontractors were intended to flow through the general
27 contractor. Camco presented no evidence that Cactus Rose or any other subcontractor
28

1 consented in advance to Gemstone's eventual decision to release payments (in part)
2 through NCS and not Camco.

3 6. Similarly, the Court rejects Camco's contention that the Court's decision on
4 Pay-if-Paid is inapplicable because it was "impossible" for Camco to have paid Helix and
5 other subcontractors. Camco presented no evidence that it, for example, declared
6 Gemstone to be in breach for failing to make payments through Camco rather than through
7 NCS. Instead, Camco appears to have acceded to Gemstone's deviation from the contract
8 and, at least until Gemstone announced that it was suspending construction, continued to
9 process subcontractor payment applications and submit them to Gemstone. Camco's
10 "impossibility" claim is, in any event, another form of Pay-if-Paid, against the public
11 policy of Nevada, void and unenforceable and barred by this Court's summary judgment.

12 7. Specific to Cactus Rose, the Court concludes that Camco's reliance on any
13 form of Pay-if-Paid (i.e., even if the same could be deemed permissible under Nevada law)
14 is inapplicable to its relationship with Cactus Rose because nothing in the Cactus Rose
15 Agreement sets forth any Pay-if-Paid Agreement and Cactus Rose did not agree to the
16 Camco Subcontract.

17 8. Cactus Rose is therefore awarded the principal sum of \$238,627.25 (i.e.,
18 exclusive of interest, costs and attorney's fees) against Camco and may apply for judgment
19 as to the same.

20 9. The Court denies all of Camco's affirmative defenses.

21 10. Cactus Rose is entitled to prejudgment interest pursuant to NRS 108.237
22 and/or NRS 17.130 and is granted leave to apply for the same by way of an amendment or
23 supplement to these Findings of Fact and Conclusions of Law and for judgment as to the
24 same.

25 11. Cactus Rose is the prevailing party and/or prevailing lien claimant as to
26 Camco and is entitled to an award of reasonable attorney's fees pursuant to NRS 108.237.
27 Cactus Rose is granted leave to apply for the same by way of an amendment or supplement
28

1 to these Findings of Fact and Conclusions of Law and for judgment as to the same.

2 12. As the prevailing party, Cactus Rose may also apply for an award of costs
3 in accordance with the relevant statutes and for judgment as to the same.

4 13. Any conclusion of law herein that is more appropriately deemed a finding
5 of fact shall be treated as such.

6 ORDER

7 NOW, THEREFORE, the Court hereby directs entry of the foregoing Findings of
8 Fact and Conclusions of Law; and

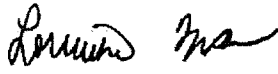
9 IT IS FURTHER ORDERED that, based upon the foregoing Findings of Fact and
10 Conclusions of Law, and those made regarding the other parties and claims involved in the
11 consolidated cases, the Court shall issue a separate Judgment or Judgments reflective of the
12 same at the appropriate time subject to further order of the Court.

13 IT IS SO ORDERED this 24th day of April, 2018.

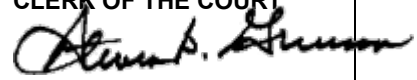
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15 
16 DISTRICT COURT JUDGE

17 CERTIFICATE

18 I hereby certify that on or about the date filed, this document was
19 Electronically Served to the Counsel on Record on the Clark County E-File Electronic
20 Service List.

21 
22 LORRAINE TASHIRO
23 Judicial Executive Assistant
24 Dept. No. XIII
25
26
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DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
 corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST,
 INC., 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

Case No. : 08A571228

Dept. No. : XIII

Consolidated with:

*A571792, A574391, A577623, A580889,
 A583289, A584730, and A587168*

NOTICE OF ENTRY OF JUDGMENT

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NOTICE OF ENTRY OF JUDGMENT

PLEASE TAKE NOTICE that a **JUDGMENT [AS TO THE CLAIMS OF HEINAMAN CONTRACT GLASING AGAINST CAMCO CONSTRUCTION CO., INC.]** was filed on **May 30, 2018**, a copy of which is attached as Exhibit A.

DATED this 31st day of May, 2018.

PEEL BRIMLEY LLP

/s/ Eric B Zimbelman

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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of **PEEL BRIMLEY, LLP**, and that on this 31st day of May, 2018, I caused the above and foregoing document, **NOTICE OF ENTRY OF JUDGMENT** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☒ pursuant to NEFCR 9, upon all registered parties via the Court's electronic filing system;
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- ☐ to be hand-delivered; and/or
- ☐ other _____

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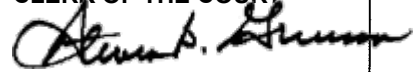
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/s/ Amanda Armstrong

An employee of **PEEL BRIMLEY, LLP**

Exhibit A



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Attorneys for Heinaman Contract Glazing

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs

GEMSTONE DEVELOPMENT WEST, INC.,
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.

CASE NO.: A571228
DEPT. NO.: XIII

Consolidated with:

A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

JUDGMENT

**[AS TO THE CLAIMS OF HEINAMAN
CONTRACT GLAZING AGAINST
CAMCO CONSTRUCTION CO., INC.]**

This matter having come on for a non-jury trial on the merits on January 17-19, 23, 24
and February 6, 2018, Helix Electric of Nevada, LLC ("Helix"), SWPPP Compliance
Solutions, Inc. ("SWPPP"), Cactus Rose Construction, Co., Inc. ("Cactus Rose"), Fast Glass,
Inc. ("Fast Glass"), and Heinaman Contract Glazing ("Heinaman") all appearing through
Peel Brimley LLP; Camco Construction, Inc., ("Camco") through Grant Morris Dodds;
APCO Construction, Inc. ("APCO"), appearing through Spencer Fane, LLP and Marquis &
Aurbach; National Wood Products, Inc. ("National Wood" or "CabineTec") through Cadden
& Fuller LLP and Richard L. Tobler, Ltd.; and United Subcontractors, Inc. through Fabian

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DISTRICT COURT CLERK #12

1 Vancott; and the Court having heard the testimony of witnesses through examination and
2 cross-examination by the parties' counsel, having reviewed the evidence provided by the
3 parties, having heard the arguments of counsel, and having read and considered the briefs of
4 counsel, the parties' pleadings, and various other filings, and good cause appearing; the
5 Court hereby makes the following:

6 The Court having taken the matter under consideration and advisement;

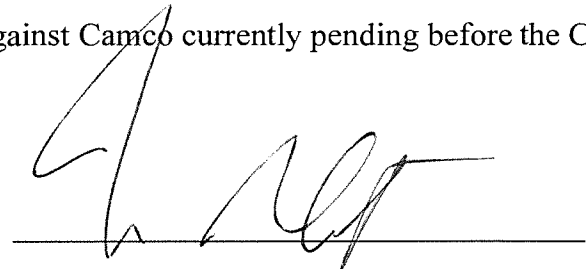
7 The Court having entered its April 26, 2018 Findings of Fact and Conclusions of Law
8 as to the Claims of Heinaman against Camco, incorporated herein by this reference and
9 attached hereto as Exhibit 1 ("the Heinaman FFCL");

10 The Court enters the following Judgment as to the claims of Heinaman against
11 Camco;

12 IT IS ORDERED, ADJUDGED, AND DECREED that judgment is to be entered in
13 favor of Heinaman and against Camco as set forth on the Heinaman FFCL.

14 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court may
15 issue an amended judgment after the Court has heard and decided upon Heinaman's Motion
16 for Attorney's Fees, Costs and Interest Against Camco currently pending before the Court.

17 Dated this 29th day of May 2018.



DISTRICT COURT JUDGE

20 Respectfully submitted by:

21 **PEEL BRIMLEY LLP**

22  #11776 fa
23 ERIC B. ZIMBELMAN,

Nevada Bar No. 9407

24 RICHARD L. PEEL, ESQ.

Nevada Bar No. 4359

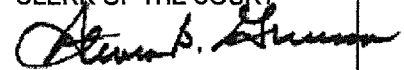
25 3333 E. Serene Avenue, Suite 200

26 Henderson, NV 89074-6571

Attorneys for Heinaman Contract Glazing

EXHIBIT 1

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DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs

GEMSTONE DEVELOPMENT WEST, INC.,
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.

CASE NO.: A571228

DEPT. NO.: XIII

Consolidated with:
A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AS TO THE
CLAIMS OF HEINAMAN CONTRACT
GLAZING**

AND ALL RELATED MATTERS.

This matter came on for trial on January 17-19, 23-24, 31 and February 6, 2018,
before the Honorable Mark Denton in Dept. 13, and the following parties having appeared
through the following counsel:

<u>Party</u>	<u>Counsel for Party</u>
Apco Construction Co., Inc. ("Apco")	John Randall Jeffries, Esq. and Mary E. Bacon, Esq. of the Law Firm of Spencer Fane LLP
Camco Pacific Construction Co., Inc. ("Camco")	Steven L. Morris, Esq. of the Law Firm of the Law Firm of Grant Morris Dodds
Helix Electric of Nevada, LLC ("Helix")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Heinaman Contract Glazing, Inc. ("Heinaman")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Fast Glass, Inc. ("Fast Glass")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Cactus Rose Construction Co., Inc. ("Cactus Rose")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP

CLERK OF THE COURT

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MARK R. DENTON
DISTRICT JUDGE

DEPARTMENT THIRTEEN
LAS VEGAS, NV 89155

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SWPPP Compliance Solutions, Inc. ("SWPPP")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
National Wood Products, LLC ("National Wood")	John B. Taylor, Esq. of the Law Firm of Cadden & Fuller LLP
E&E Fire Protection, LLC ("E&E")	T. James Truman, Esq. of the Law Firm of T. James Truman, & Associates

A. Procedural History.

1. This is one of the oldest cases on the Court's docket. This action arises out of a construction project in Las Vegas, Nevada known as the Manhattan West Condominiums Project ("the Project") located at West Russell Road and Rocky Hill Street in Clark County Nevada, APNs 163-32-101-003 through 163-32-101-005, 163-32-101-010 and 163-32-101-014 (the "Property" and/or "Project"), owned by Gemstone Development West, Inc. ("Gemstone" or "the Owner").

2. Gemstone hired APCO, and, subsequently, Camco as its general contractors, who in turn entered into subcontract agreements with various subcontractors. In December 2008 the Owner suspended the Project and advised the various contractors that Gemstone's lender did not expect to disburse further funds for construction. The Project was never completed. Numerous contractors, including the parties hereto, recorded mechanic's liens against the Property.

3. After several years of litigation and a Writ Action to determine the priority of the various lienors (during which the Property was sold, the proceeds of the same held in a blocked account and this action was stayed), the Nevada Supreme Court ruled that the Owner's lenders had priority over the proceeds of the sale of the Property, holding that the NRS Ch. 108 mechanic's liens were junior to the lenders' deeds of trust. The Court subsequently ordered the proceeds be released to the lenders. Thereafter, the stay was lifted and many of the trade contractors continued to pursue claims for non-payment from APCO and Camco. The trial focused on these claims.

.....

1 B. Significant Pre-Trial Orders

2 1. Order Granting Partial Summary Judgment re: Pay-if-Paid. On

3 January 2, 2018, this Court issued an Order granting a Motion for Partial Summary
4 Judgment brought by a group of subcontractors represented by the Peel Brimley Law Firm
5 (the "Peel Brimley Lien Claimants"¹) and joined in by others. Generally, but without
6 limitation, the Court concluded that, pursuant to NRS 624.624 and *Lehrer McGovern*
7 *Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1117-18, 197 P.3d 1032, 1042 (Nev.
8 2008), higher-tiered contractors, such as APCO and Camco, are required to pay their
9 lower-tiered subcontractors within the time periods set forth in NRS 624.626(1) and may
10 not fail to make such payment based on so-called "pay-if-paid" agreements ("Pay-if-Paid")
11 that are against public policy, void and unenforceable except under limited circumstances.
12 Accordingly, the Court ruled that APCO and Camco may not assert or rely on any defense
13 to their payment obligations, if any, to the party subcontractors that is based on a pay-if-
14 paid agreement.

15 2. Order on Peel Brimley Lien Claimants' Motion in Limine Against

16 Camco. On December 29, 2017 the Court issued an order on motions *in limine* brought by
17 the Peel Brimley Lien Claimants Against Camco. Specifically, the Court precluded Camco
18 from asserting or offering evidence that any of the Peel Brimley Lien Claimants' work on
19 the Project was (i) defective, (ii) not done in a workmanlike manner or (iii) not done in
20 compliance with the terms of the parties' agreement because Camco's person most
21 knowledgeable was not aware of any evidence to support such claims. For the same
22 reason, the Court also precluded Camco from asserting or offering evidence at trial that the
23 Peel Brimley Lien Claimants have breached their agreements other than with respect to
24 pay-if-paid agreements, evidence and argument of which is otherwise precluded by the
25 Partial Summary Judgment discussed above. For the same reason, the Court also precluded
26 Camco from asserting or offering evidence at trial to dispute the amounts invoiced, paid

27
28 ¹ The Peel Brimley Lien Claimants are: Helix, Heinaman, Fast Glass, Cactus Rose and SWPPP.

1 and that remain to be owed as asserted by the Peel Brimley Lien Claimants in their
2 respective Requests for Admission. For the same reason, the Court also precluded Camco
3 from asserting or offering evidence at trial that any liens recorded by the Peel Brimley
4 Lien Claimants were in any way defective or unperfected and are otherwise valid and
5 enforceable.

6 **C. Findings of Fact.**

7 Having received evidence and having heard argument of counsel, the Court makes
8 the following Findings of Fact:

9 1. The original general contractor on the Project was APCO. Gemstone and
10 APCO entered into the ManhattanWest General Construction Agreement for GMP (the
11 "APCO-Gemstone Agreement") on or about September 6, 2006. [See Exhibit 2].

12 2. Among other things, and in exchange for a guaranteed maximum price
13 ("GMP") of \$153,472,300.00 as forth in the APCO-Gemstone Agreement (Ex. 2, ¶
14 5.02(a)), APCO agreed to:

- 15 • "Complete the work" required by the APCO-Gemstone Agreement,
16 "furnish efficient business administration and superintendence" and "use its
17 best efforts to complete the Project;" [Ex 2., ¶ 2.01(a)];
- 18 • "...engage contractors, subcontractors, sub-subcontractors, service
19 providers, [and others, collectively referred to as "Third-Party Service
20 Providers"] to perform the work..."; [Ex 2., ¶ 2.02(a)];
- 21 • Monthly submit to Gemstone "applications for payment for the previous
22 month on forms similar to AIA G702 and G703 and a corresponding
23 approved Certificate for Payment;" [Ex 2., ¶ 5.05(a)]. Each payment
24 application was to be "based on a Schedule of Values [that] shall allocate
25 the entire GMP among the various portions of the Work" with APCO's fee
26 to be shown as a separate line item." [Ex 2., ¶ 5.05(b)]; The payment
27 applications were to "show the Percentage of Completion of each portion of
28

1 the Work as of the end of the period covered by the Application for
2 Payment. [Ex 2., ¶ 5.05(c)]; and
3 • Upon receipt of a monthly progress payment, “promptly pay each Third-
4 Party Service Provider the amount represented by the portion of the
5 Percentage of the Work Completed that was completed by such Third-Party
6 Service Provider² during the period covered by the corresponding Progress
7 Payment.” [Ex 2., ¶ 5.05(g)];

8 3. APCO in turn hired various subcontractors to perform certain scopes of
9 work and provided its form Subcontract Agreement to its subcontractors (“the APCO
10 Subcontract”). Heinaman did not work for APCO on the Project and only first provided
11 work after APCO ceased work on the project and, as discussed below, Gemstone hired
12 Camco as the general contractor to replace APCO. APCO ceased work on the Project in or
13 about the end of August 2008. APCO and Gemstone each claim to have terminated the
14 other.

15 4. After APCO ceased work on the project, Gemstone hired Camco to be its
16 general contractor pursuant to an Amended and Restated ManhattanWest General
17 Construction Agreement effective as of August 25, 2008 (“the Camco-Gemstone
18 Agreement”). [See Exhibit 162].

19 5. On cross examination, Camco’s Dave Parry could not point to any portion
20 of the Camco-Gemstone Agreement that required Camco to supervise the work of the
21 subcontractors. [TR5-50:17-51:9]. Nothing in Article II (“General Contractor
22 Responsibilities”) obligates Camco to supervise the work or the subcontractors. [See Ex.
23 162, ¶Article II]. Parry did not deny that Camco was “essentially ... there to lend [its]
24 license” to Gemstone. [TR5-50:15-17].

25 6. Mr. Parry described Camco as “more of a construction manager at this point
26

27 ² Because the only Third-Party Service Providers at issue on this trial were subcontractors, the Court
28 will herein use the terms “subcontractor” and “Third-Party Service Provider” interchangeably and
synonymously.

1 than a general contractor" [TR5-31:10-11³]. Nonetheless, the Camco-Gemstone
2 Agreement is plainly called a "General Construction Agreement." The Camco-Gemstone
3 Agreement also requires Camco, in the same way that APCO did, to aggregate payment
4 applications from subcontractors and prepare and submit to Gemstone payment
5 applications for the amounts represented by the subcontractor payment applications and
6 Camco's fee. [See Ex. 162-008-010; ¶7.01].

7 7. Camco continued the same payment application format and numbering and
8 same schedule of values that APCO had been following. [See Exhibit 218; TR5-30:21-
9 31:4⁴]. Like APCO before it, Camco compiled and included in its payment applications to
10 Gemstone the amounts billed by its subcontractors, including Heinaman. [See e.g., Exhibit
11 522-001-011]. Also like the APCO-Gemstone Agreement, the Camco-Gemstone
12 Agreement required Camco, upon receipt of a progress payment from Gemstone, to
13 "promptly pay each [subcontractor] the amount represented by the portion of the
14 Percentage of the Work Completed that was completed by such [subcontractor]." [Ex. 162-
15 010, ¶7.03(e)].⁵ It is only after Gemstone announced that the Project would be suspended
16 that Camco asserted otherwise.

17 8. Camco's initial letter to subcontractors following Gemstone's
18 announcement demonstrates both that it believed it had subcontracts (because it purported
19 to terminate the same) and that it intended to continue to forward payment applications to
20 Gemstone. [See e.g., Exhibit 804-003-004]. Specifically, Camco wrote:

21 Camco is left with no choice but to terminate our agreement with Gemstone
22 and all subcontracts on the Project, including our agreement with your
23 company. Accordingly, we have terminated for cause our agreement with
24 Gemstone, effective December 19, 2008, and we hereby terminate for
convenience our subcontract with your company, effective immediately.

25 Please submit to Camco all amounts you believe are due and owing on your
subcontract. We will review and advise you of any issues regarding any

26 ³ Testimony of Dave Parry.

27 ⁴ Testimony of Dave Parry.

28 ⁵ Unlike APCO and the subcontractors, no retention was to be withheld from the contractor's fee to be
paid to Camco (through retention continued to be withheld from subcontractors). [Ex. 162-010, ¶7.03(a)].

1 amounts you claim are owed. For all amounts that should properly be billed to
2 Gemstone, Camco will forward to Gemstone such amounts for payment y
3 Gemstone. If your claims appear to be excessive, we will ask you to justify
and/or revise the amount.

4 [See e.g., Ex. 804-003-004].

5 9. Camco quickly retracted its initial communication and replaced it with a
6 second letter [See e.g., Ex. 804-005-007] asking the subcontractors to "please disregard
7 previous letter which was sent in error." [See e.g., Ex. 804-005]. Among other things,
8 Camco's second letter:

- 9 • Deleted its statement that it had terminated the Camco-Gemstone
10 Agreement (while continuing to terminate the subcontractors);
- 11 • Asserts that the subcontractors agreed to Pay-if-Paid and accepted the risk
12 of non-payment from the owner (which is also Pay-if-Paid); and,
- 13 • Stated, inaccurately, that "Camco's contract with Gemstone is a cost-plus
14 agreement wherein the subcontractors and suppliers were paid directly by
15 Gemstone and/or its agent Nevada Construction Services." [See e.g., Ex.
16 804-007].

17 While Gemstone eventually did make partial payment to some subcontractors through
18 NCS and not Camco [see discussion, *infra*], the Camco-Gemstone Agreement expressly
19 required Camco, upon receipt of a progress payment from Gemstone, to "promptly pay
20 each [subcontractor] the amount represented by the portion of the Percentage of the Work
21 Completed that was completed by such [subcontractor]." [Ex. 162-010, ¶7.03(e)].

22 10. Some subcontractors stopped working after APCO left the Project. Others,
23 such as Helix, continued to work on the Project and began working for Camco as the
24 general contractor. Others, such as Heinaman, Fast Glass, Cactus Rose and SWPPP started
25 working on the Project only after APCO left and worked only for Camco.

26 11. Camco presented some subcontractors with a standard form subcontract
27 Agreement ("the Camco Subcontract"), a representative example of which is Camco's
28

1 subcontract with Fast Glass. [See Exhibit 801-007-040; TR5-57:8-16⁶].

2 12. However, Heinaman and Camco never entered into the Camco Subcontract.
3 Instead, the agreement between Camco and Heinaman is memorialized by a Letter of
4 Intent to proceed with the Work and Memorandum of Understanding Regarding Terms
5 and Conditions between Heinaman, Camco and Gemstone. [Exhibit 701 - "the Heinaman
6 Agreement"]. The Heinaman Agreement provides, among other things:

- 7 • "CAMCO and Gemstone both promise to pay and to be liable to
8 [Heinaman] ..."
- 9 • "CAMCO and Gemstone agree to be jointly and severally liable for
10 payment of [Heinaman's invoices]" and to "pay [Heinaman on the fifth day
11 after receipt of an Invoice from [Heinaman];"
- 12 • "Each [Heinaman] invoice shall be paid without retention;"
- 13 • "Each invoice shall be [prepared on a Time and Material basis plus 15%
14 standard mark up on each invoice for Overhead and 10% mark up on each
15 invoice for Profit;]"
- 16 • CAMCO and Gemstone authorize [Heinaman] to proceed with the scope of
17 work as referenced herein.;" and
- 18 • The Parties understand that this document shall be binding on all Parties
19 until a different contract is signed by all parties."

20 [Ex. 701].

21 13. Heinaman's representative, Mark Heinaman, testified that there is no
22 "different contract signed by all Parties." Camco did not dispute this testimony or offer any
23 contract signed by Heinaman, Camco and Gemstone.

24 14. In fact, Heinaman offered, and the Court admitted, a separate agreement
25 between Camco, Gemstone, Scott Financial Corporation ("SCF" - Gemstone's lender) and
26 Nevada Construction Services, Inc. ("NCS") titled ManhattanWest Heinaman Contract

27 _____
28 ⁶ Testimony of Dave Parry.

1 Glazing Funding Instruction Agreement ("the Heinaman Funding Agreement") that
2 confirms:

- 3 • "[I]t is in the best interests if the project to engage Heinaman ...," and
- 4 • "Heinaman has demanded the right to invoice Camco weekly and requires
5 that Camco pay each invoice within five calendar days."

6 [Exhibit 718-002]. In addition, the Heinaman Funding Agreement identifies a source of
7 payments to Heinaman (monies in the NCS account previously "earmarked" to pay a
8 terminated glazing contractor) and sets forth a procedure as between Camco, Gemstone,
9 Scott and NCS to make payments to Heinaman for its work. [Ex. 718-002-004] Heinaman
10 was not a party to the Heinaman Funding Agreement.

11 15. Consistent with the Heinaman Agreement (i.e., time and materials plus 15%
12 overhead and 10% profit), Heinaman submitted multiple invoices to Camco, some of
13 which were paid [see Exhibit 702-001-003] and some of which were unpaid [see Ex. 702-
14 004-007]. Heinaman's unpaid invoices total \$187,525.26. The Court finds that Camco
15 agreed to pay all of Heinaman's invoices, breached the Heinaman Agreement by failing to
16 pay the unpaid invoices and owes Heinaman the principal sum (i.e., exclusive of interest,
17 costs and attorney's fees) of \$187,525.26.

18 16. The Court further finds that Heinaman performed the work for which it
19 invoiced. [See e.g., Exhibits 704, 705, 706, 707 and 708 (project record documents)].
20 Based in part on the undisputed testimony of Mark Heinaman the Court finds that
21 Heinaman's invoices represent a reasonable value for the work performed.

22 17. Heinaman presented undisputed evidence, and the Court finds, that
23 Heinaman timely recorded a mechanic's lien, as amended ("the Heinaman Lien"), pursuant
24 to NRS Chapter 108 and perfected the same. [See Exhibit 703]. The Heinaman Lien
25 identified both Camco as the "person by whom the lien claimant was employed or to
26 whom the lien claimant furnished or agreed to furnish work, materials or equipment." [See
27 Ex. 703-038].

1 18. Any finding of fact herein that is more appropriately deemed a conclusion
2 of law shall be treated as such.

3 FROM the foregoing Findings of Fact, the Court hereby makes the following

4 **B. Conclusions of Law.**

5 1. "Basic contract principles require, for an enforceable contract, an offer and
6 acceptance, meeting of the minds, and consideration." *May v. Anderson*, 121 Nev. 668,
7 672, 119 P.3d 1254, 1257 (2005). A meeting of the minds exists when the parties have
8 agreed upon the contract's essential terms. *Roth v. Scott*, 112 Nev. 1078, 1083, 921 P.2d
9 1262, 1265 (1996). Which terms are essential "depends on the agreement and its context
10 and also on the subsequent conduct of the parties, including the dispute which arises, and
11 the remedy sought." Restatement (Second) of Contracts § 131 cmt. g (1981). Whether a
12 contract exists is a question of fact and the District Court's findings will be upheld unless
13 they are clearly erroneous or not based on substantial evidence. *May*, 121 Nev. at 672-73,
14 119 P.3d at 1257.

15 2. The Court concludes that Camco entered into and breached the Heinaman
16 Agreement by failing, without excuse, to pay Heinaman in full for the invoices it
17 submitted and for the work it performed in the amount of \$187,525.26 and that Heinaman
18 is entitled to judgment for that amount, exclusive of interest, costs and attorney's fees.

19 3. Alternatively, the Court concludes that there is an implied contract between
20 Heinaman and Camco and that Heinaman is entitled *quantum meruit* damages for recovery
21 of the full and reasonable value of the work it has performed. See *Certified Fire Prot. Inc.*
22 *v. Precision Constr.*, 128 Nev. 371, 379, 283 P.3d 250, 257 (2012) ("*quantum meruit*'s
23 first application is in actions based upon contracts implied-in-fact."). A contract implied-
24 in-fact must be "manifested by conduct." *Id.* at 380 citing *Smith v. Recrion Corp.*, 91 Nev.
25 666, 668, 541 P.2d 663, 664 (1975); *Hay v. Hay*, 100 Nev. 196, 198, 678 P.2d 672, 674
26 (1984). It "is a true contract that arises from the tacit agreement of the parties." *Id.* To find
27 a contract implied-in-fact, the fact-finder must conclude that the parties intended to
28

1 contract and promises were exchanged, the general obligations for which must be
2 sufficiently clear. *Id.* Here, Heinaman and and Camco clearly intended to enter into a
3 contract whereby Heinaman would perform work for Camco and Camco would pay
4 Heinaman for its work.

5 4. Where an implied-in-fact contract exists "*quantum meruit* ensures the
6 laborer receives the reasonable value, usually market price, for his services." *Precision*
7 *Constr.*, 128 Nev. at 380 citing Restatement (Third) of Restitution and Unjust Enrichment
8 § 31 cmt. e (2011), *Sack v. Tomlin*, 110 Nev. 204, 208, 871 P.2d 298, 302 (1994) ("The
9 doctrine of *quantum meruit* generally applies to an action ... involving work and labor
10 performed which is founded on a[n] oral promise [or other circumstances] on the part of
11 the defendant to pay the plaintiff as much as the plaintiff reasonably deserves for his labor
12 in the absence of an agreed upon amount."). Here, the only and undisputed testimony was
13 that the monies Heinaman billed for its work were a reasonable value for the work
14 performed. Moreover, Camco's submission of at least some of those amounts to Gemstone
15 as part of its own pay application estopps Camco from disputing the reasonable value of
16 Heinaman's work. Heinaman is therefore entitled *quantum meruit* damages in the amount
17 of \$187,525.26 for recovery of the full and reasonable value of the work it performed. *See*
18 *Certified Fire Prot.*, 128 Nev. at 380.

19 5. The Court rejects Camco's argument that it is not liable to Heinaman (and
20 other subcontractors) because it never received payment from Gemstone who instead made
21 payments to subcontractors through the disbursement company, NCS. Camco's position
22 notwithstanding, both the Camco-Gemstone Agreement and the Camco Subcontract
23 demonstrate that (consistent with the APCO-Gemstone Agreement and the APCO
24 Subcontract) payments to subcontractors were intended to flow through the general
25 contractor. Camco presented no evidence that Heinaman or any other subcontractor
26 consented in advance to Gemstone's eventual decision to release payments (in part)
27 through NCS and not Camco.

1 6. Similarly, the Court rejects Camco's contention that the Court's decision on
2 Pay-if-Paid is inapplicable because it was "impossible" for Camco to have paid Helix and
3 other subcontractors. Camco presented no evidence that it, for example, declared
4 Gemstone to be in breach for failing to make payments through Camco rather than through
5 NCS. Instead, Camco appears to have acceded to Gemstone's deviation from the contract
6 and, at least until Gemstone announced that it was suspending construction, continued to
7 process subcontractor payment applications and submit them to Gemstone. Camco's
8 "impossibility" claim is, in any event, another form of Pay-if-Paid, against the public
9 policy of Nevada, void and unenforceable and barred by this Court's summary judgment.

10 7. Specific to Heinaman, the Court concludes that Camco's reliance on any
11 form of Pay-if-Paid (i.e., even if the same could be deemed permissible under Nevada law)
12 is inapplicable to its relationship with Heinaman. Pursuant to the Heinaman Agreement,
13 Camco expressly agreed to be liable to Heinaman "jointly and severally with Gemstone.
14 Accordingly, even if (as Camco urges) the subcontractors as a whole are required to look
15 solely to the defunct Gemstone for payment (which, for the reasons explained above, they
16 are not), Camco has expressly agreed to be liable to Heinaman in the same way that
17 Gemstone is liable.

18 8. Heinaman is therefore awarded the principal sum of \$187,525.26 (i.e.,
19 exclusive of interest, costs and attorney's fees) against Camco and may apply for judgment
20 as to the same.

21 9. The Court denies all of Camco's affirmative defenses.

22 10. Heinaman is entitled to prejudgment interest pursuant to NRS 108.237
23 and/or NRS 17.130 and is granted leave to apply for the same by way of an amendment or
24 supplement to these Findings of Fact and Conclusions of Law and for judgment as to the
25 same.

26 11. Heinaman is the prevailing party and/or prevailing lien claimant as to
27 Camco and is entitled to an award of reasonable attorney's fees pursuant to NRS 108.237.

1 Heinaman is granted leave to apply for the same by way of an amendment or supplement
2 to these Findings of Fact and Conclusions of Law and for judgment as to the same.

3 12. As the prevailing party, Heinaman may also apply for an award of costs in
4 accordance with the relevant statutes and for judgment as to the same.

5 13. Any conclusion of law herein that is more appropriately deemed a finding
6 of fact shall be treated as such.

7 ORDER

8 NOW, THEREFORE, the Court hereby directs entry of the foregoing Findings of
9 Fact and Conclusions of Law; and

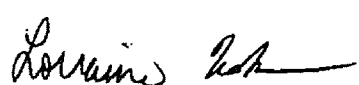
10 IT IS FURTHER ORDERED that, based upon the foregoing Findings of Fact and
11 Conclusions of Law, and those made regarding the other parties and claims involved in the
12 consolidated cases, the Court shall issue a separate Judgment or Judgments reflective of the
13 same at the appropriate time subject to further order of the Court.

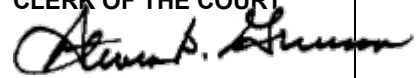
14 IT IS SO ORDERED this 24th day of April, 2018.

15
16 
DISTRICT COURT JUDGE

17
18 CERTIFICATE

19 I hereby certify that on or about the date filed, this document was
20 Electronically Served to the Counsel on Record on the Clark County E-File Electronic
21 Service List.

22 
23 LORRAINE TASHIRO
24 Judicial Executive Assistant
25 Dept. No. XIII
26
27
28



NJUD
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DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST,
INC., 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

Case No. : 08A571228

Dept. No. : XIII

Consolidated with:

*A571792, A574391, A577623, A580889,
A583289, A584730, and A587168*

NOTICE OF ENTRY OF JUDGMENT

///

///

///

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NOTICE OF ENTRY OF JUDGMENT

PLEASE TAKE NOTICE that a **JUDGMENT [AS TO THE CLAIMS OF FAST GLASS, INC. AGAINST CAMCO CONSTRUCTION CO., INC.]** was filed on **May 30, 2018**, a copy of which is attached as Exhibit A.

DATED this 31st day of May, 2018.

PEEL BRIMLEY LLP

/S/ Eric B Zimbelman

ERIC B. ZIMBELMAN, ESQ

Nevada Bar No. 9407

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3333 E. Serene Avenue, Suite 200

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Attorneys for Fast Glass, Inc.

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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of **PEEL BRIMLEY, LLP**, and that on this 31st day of May, 2018, I caused the above and foregoing document, **NOTICE OF ENTRY OF JUDGMENT** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☒ pursuant to NEFCR 9, upon all registered parties via the Court's electronic filing system;
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- ☐ to be hand-delivered; and/or
- ☐ other _____

to the attorney(s) and/or party(ies) listed below at the address and/or facsimile number indicated below:

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Camco Pacific Construction Co Inc:

Steven Morris (steve@gmdlegal.com)

Camco Pacific Construction Co Inc:

Steven Morris (steve@gmdlegal.com)

Fidelity & Deposit Company Of Maryland:

Steven Morris (steve@gmdlegal.com)

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Tracy Truman (district@trumanlegal.com)

Interstate Plumbing & Air Conditioning Inc:

Jonathan Dabbieri (dabbieri@sullivanhill.com)

National Wood Products, Inc.'s:

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Tammy Cortez (tcortez@caddenfuller.com)

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000176

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Elizabeth Stephens (stephens@sullivanhill.com)

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Bradley Slighting (bslighting@fabianvancott.com)

Other Service Contacts not associated with a party on the case:

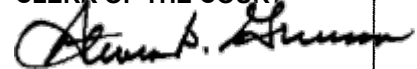
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Vivian Bowron (vbowron@spencerfane.com)

/s/ Amanda Armstrong

An employee of **PEEL BRIMLEY, LLP**

Exhibit A



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rpeel@peelbrimley.com
Attorneys for Fast Glass, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs

GEMSTONE DEVELOPMENT WEST, INC.,
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.

CASE NO.: A571228
DEPT. NO.: XIII

Consolidated with:

A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

JUDGMENT

**[AS TO THE CLAIMS OF FAST
GLASS, INC. AGAINST CAMCO
CONSTRUCTION CO., INC.]**

This matter having come on for a non-jury trial on the merits on January 17-19, 23, 24
and February 6, 2018, SWPPP Electric of Nevada, LLC ("SWPPP"), SWPPP Compliance
Solutions, Inc. ("SWPPP"), Cactus Rose Construction, Co., Inc. ("Cactus Rose"), Fast Glass,
Inc. ("Fast Glass"), and Heinaman Contract Glazing ("Heinaman") all appearing through
Peel Brimley LLP; Camco Construction, Inc., ("Camco") through Grant Morris Dodds;
APCO Construction, Inc. ("APCO"), appearing through Spencer Fane, LLP and Marquis &
Aurbach; National Wood Products, Inc. ("National Wood" or "CabineTec") through Cadden
& Fuller LLP and Richard L. Tobler, Ltd.; and United Subcontractors, Inc. through Fabian

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STRICT COURT DEPT. 13

1 Vancott; and the Court having heard the testimony of witnesses through examination and
2 cross-examination by the parties' counsel, having reviewed the evidence provided by the
3 parties, having heard the arguments of counsel, and having read and considered the briefs of
4 counsel, the parties' pleadings, and various other filings, and good cause appearing; the
5 Court hereby makes the following:

6 The Court having taken the matter under consideration and advisement;

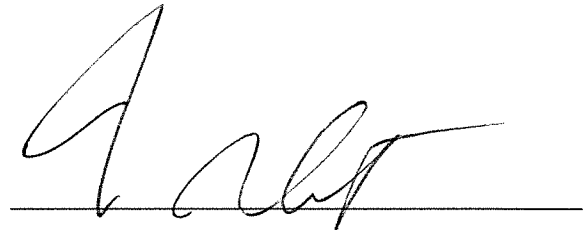
7 The Court having entered its April 26, 2018 Findings of Fact and Conclusions of Law
8 as to the Claims of Fast Glass against Camco, incorporated herein by this reference and
9 attached hereto as Exhibit 1 ("the Fast Glass FFCL");

10 The Court enters the following Judgment as to the claims of Fast Glass against
11 Camco;

12 IT IS ORDERED, ADJUDGED, AND DECREED that judgment is to be entered in
13 favor of Fast Glass and against Camco as set forth on the Fast Glass FFCL.

14 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court may
15 issue an amended judgment after the Court has heard and decided upon Fast Glass' Motion
16 for Attorney's Fees, Costs and Interest Against Camco currently pending before the Court.

17
18 Dated this 29th day of May 2018.



DISTRICT COURT JUDGE

19
20
21 Respectfully submitted by:

22 **PEEL BRIMLEY LLP**

23  #11776 for
24 ERIC B. ZIMBELMAN,

Nevada Bar No. 9407

25 RICHARD L. PEEL, ESQ.

26 Nevada Bar No. 4359

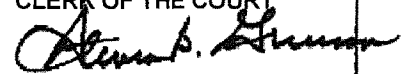
3333 E. Serene Avenue, Suite 200

27 Henderson, NV 89074-6571

28 *Attorneys for Fast Glass, Inc.*

EXHIBIT 1

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DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs

GEMSTONE DEVELOPMENT WEST, INC.,
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.

CASE NO.: A571228

DEPT. NO.: XIII

Consolidated with:

A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AS TO THE
CLAIMS OF FAST GLASS, INC.**

This matter came on for trial on January 17-19, 23-24, 31 and February 6, 2018,
before the Honorable Mark Denton in Dept. 13, and the following parties having appeared
through the following counsel:

<u>Party</u>	<u>Counsel for Party</u>
Apco Construction Co., Inc. ("Apco")	John Randall Jeffries, Esq. and Mary E. Bacon, Esq. of the Law Firm of Spencer Fane LLP
Camco Pacific Construction Co., Inc. ("Camco")	Steven L. Morris, Esq. of the Law Firm of the Law Firm of Grant Morris Dodds
Helix Electric of Nevada, LLC ("Helix")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Heinaman Contract Glazing, Inc. ("Heinaman")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Fast Glass, Inc. ("Fast Glass")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Cactus Rose Construction Co., Inc. ("Cactus Rose")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
SWPPP Compliance Solutions, Inc. ("SWPPP")	Eric Zimbelman, Esq. and the Law

CLERK OF THE COURT

APR 26 2018

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MARK R. DENTON
DISTRICT JUDGE

DEPARTMENT THIRTEEN
LAS VEGAS, NV 89156

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	Firm of Peel Brimley LLP
National Wood Products, LLC ("National Wood")	John B. Taylor, Esq. of the Law Firm of Cadden & Fuller LLP
E&E Fire Protection, LLC ("E&E")	T. James Truman, Esq. of the Law Firm of T. James Truman, & Associates

A. Procedural History.

1. This is one of the oldest cases on the Court's docket. This action arises out of a construction project in Las Vegas, Nevada known as the Manhattan West Condominiums Project ("the Project") located at West Russell Road and Rocky Hill Street in Clark County Nevada, APNs 163-32-101-003 through 163-32-101-005, 163-32-101-010 and 163-32-101-014 (the "Property" and/or "Project"), owned by Gemstone Development West, Inc. ("Gemstone" or "the Owner").

2. Gemstone hired APCO, and, subsequently, Camco as its general contractors, who in turn entered into subcontract agreements with various subcontractors. In December 2008 the Owner suspended the Project and advised the various contractors that Gemstone's lender did not expect to disburse further funds for construction. The Project was never completed. Numerous contractors, including the parties hereto, recorded mechanic's liens against the Property.

3. After several years of litigation and a Writ Action to determine the priority of the various lienors (during which the Property was sold, the proceeds of the same held in a blocked account and this action was stayed), the Nevada Supreme Court ruled that the Owner's lenders had priority over the proceeds of the sale of the Property, holding that the NRS Ch. 108 mechanic's liens were junior to the lenders' deeds of trust. The Court subsequently ordered the proceeds be released to the lenders. Thereafter, the stay was lifted and many of the trade contractors continued to pursue claims for non-payment from APCO and Camco. The trial focused on these claims.

.....

.....

1 **B. Significant Pre-Trial Orders**

2 1. **Order Granting Partial Summary Judgment re: Pay-if-Paid.** On

3 January 2, 2018, this Court issued an Order granting a Motion for Partial Summary
4 Judgment brought by a group of subcontractors represented by the Peel Brimley Law Firm
5 (the "Peel Brimley Lien Claimants"¹) and joined in by others. Generally, but without
6 limitation, the Court concluded that, pursuant to NRS 624.624 and *Lehrer McGovern*
7 *Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1117-18, 197 P.3d 1032, 1042 (Nev.
8 2008), higher-tiered contractors, such as APCO and Camco, are required to pay their
9 lower-tiered subcontractors within the time periods set forth in NRS 624.626(1) and may
10 not fail to make such payment based on so-called "pay-if-paid" agreements ("Pay-if-Paid")
11 that are against public policy, void and unenforceable except under limited circumstances.
12 Accordingly, the Court ruled that APCO and Camco may not assert or rely on any defense
13 to their payment obligations, if any, to the party subcontractors that is based on a pay-if-
14 paid agreement.

15 2. **Order on Peel Brimley Lien Claimants' Motion in Limine Against**

16 **Camco.** On December 29, 2017 the Court issued an order on motions *in limine* brought by
17 the Peel Brimley Lien Claimants Against Camco. Specifically, the Court precluded Camco
18 from asserting or offering evidence that any of the Peel Brimley Lien Claimants' work on
19 the Project was (i) defective, (ii) not done in a workmanlike manner or (iii) not done in
20 compliance with the terms of the parties' agreement because Camco's person most
21 knowledgeable was not aware of any evidence to support such claims. For the same
22 reason, the Court also precluded Camco from asserting or offering evidence at trial that the
23 Peel Brimley Lien Claimants have breached their agreements other than with respect to
24 pay-if-paid agreements, evidence and argument of which is otherwise precluded by the
25 Partial Summary Judgment discussed above. For the same reason, the Court also precluded
26 Camco from asserting or offering evidence at trial to dispute the amounts invoiced, paid

27

28 ¹ The Peel Brimley Lien Claimants are: Helix, Heinaman, Fast Glass, Cactus Rose and SWPPP.

1 and that remain to be owed as asserted by the Peel Brimley Lien Claimants in their
2 respective Requests for Admission. For the same reason, the Court also precluded Camco
3 from asserting or offering evidence at trial that any liens recorded by the Peel Brimley
4 Lien Claimants were in any way defective or unperfected and are otherwise valid and
5 enforceable.

6 **C. Findings of Fact.**

7 Having received evidence and having heard argument of counsel, the Court makes
8 the following Findings of Fact:

9 1. The original general contractor on the Project was APCO. Gemstone and
10 APCO entered into the ManhattanWest General Construction Agreement for GMP (the
11 "APCO-Gemstone Agreement") on or about September 6, 2006. [See Exhibit 2].

12 2. Among other things, and in exchange for a guaranteed maximum price
13 ("GMP") of \$153,472,300.00 as forth in the APCO-Gemstone Agreement (Ex. 2, ¶
14 5.02(a)), APCO agreed to:

- 15 • "Complete the work" required by the APCO-Gemstone Agreement,
16 "furnish efficient business administration and superintendence" and "use its
17 best efforts to complete the Project;" [Ex 2., ¶ 2.01(a)];
- 18 • "...engage contractors, subcontractors, sub-subcontractors, service
19 providers, [and others, collectively referred to as "Third-Party Service
20 Providers"] to perform the work..."; [Ex 2., ¶ 2.02(a)];
- 21 • Monthly submit to Gemstone "applications for payment for the previous
22 month on forms similar to AIA G702 and G703 and a corresponding
23 approved Certificate for Payment;" [Ex 2., ¶ 5.05(a)]. Each payment
24 application was to be "based on a Schedule of Values [that] shall allocate
25 the entire GMP among the various portions of the Work" with APCO's fee
26 to be shown as a separate line item." [Ex 2., ¶ 5.05(b)]; The payment
27 applications were to "show the Percentage of Completion of each portion of
28

1 the Work as of the end of the period covered by the Application for
2 Payment. [Ex 2., ¶ 5.05(c)]; and

- 3 • Upon receipt of a monthly progress payment, “promptly pay each Third-
4 Party Service Provider the amount represented by the portion of the
5 Percentage of the Work Completed that was completed by such Third-Party
6 Service Provider² during the period covered by the corresponding Progress
7 Payment.” [Ex 2., ¶ 5.05(g)];

8 3. APCO in turn hired various subcontractors to perform certain scopes of
9 work and provided its form Subcontract Agreement to its subcontractors (“the APCO
10 Subcontract”). Fast Glass did not work for APCO on the Project and only first provided
11 work after APCO ceased work on the project and, as discussed below, Gemstone hired
12 Camco as the general contractor to replace APCO. APCO ceased work on the Project in or
13 about the end of August 2008. APCO and Gemstone each claim to have terminated the
14 other.

15 4. After APCO ceased work on the project, Gemstone hired Camco to be its
16 general contractor pursuant to an Amended and Restated ManhattanWest General
17 Construction Agreement effective as of August 25, 2008 (“the Camco-Gemstone
18 Agreement”). [See Exhibit 162].

19 5. On cross examination, Camco’s Dave Parry could not point to any portion
20 of the Camco-Gemstone Agreement that required Camco to supervise the work of the
21 subcontractors. [TR5-50:17-51:9]. Nothing in Article II (“General Contractor
22 Responsibilities”) obligates Camco to supervise the work or the subcontractors. [See Ex.
23 162, ¶Article II]. Parry did not deny that Camco was “essentially ... there to lend [its]
24 license” to Gemstone. [TR5-50:15-17].

25 6. Mr. Parry described Camco as “more of a construction manager at this point
26

27 ² Because the only Third-Party Service Providers at issue on this trial were subcontractors, the Court
28 will herein use the terms “subcontractor” and “Third-Party Service Provider” interchangeably and
synonymously.

1 than a general contractor" [TR5-31:10-11³]. Nonetheless, the Camco-Gemstone
2 Agreement is plainly called a "General Construction Agreement." The Camco-Gemstone
3 Agreement also requires Camco, in the same way that APCO did, to aggregate payment
4 applications from subcontractors and prepare and submit to Gemstone payment
5 applications for the amounts represented by the subcontractor payment applications and
6 Camco's fee. [See Ex. 162-008-010; ¶7.01].

7 7. Camco continued the same payment application format and numbering and
8 same schedule of values that APCO had been following. [See Exhibit 218; TR5-30:21-
9 31:4⁴]. Like APCO before it, Camco compiled and included in its payment applications to
10 Gemstone the amounts billed by its subcontractors, including Fast Glass. [See e.g., Exhibit
11 522-001-011]. Also, like the APCO-Gemstone Agreement, the Camco-Gemstone
12 Agreement required Camco, upon receipt of a progress payment from Gemstone, to
13 "promptly pay each [subcontractor] the amount represented by the portion of the
14 Percentage of the Work Completed that was completed by such [subcontractor]." [Ex. 162-
15 010, ¶7.03(e)].⁵ It is only after Gemstone announced that the Project would be suspended
16 that Camco asserted otherwise.

17 8. Camco's initial letter to subcontractors following Gemstone's
18 announcement demonstrates both that it believed it had subcontracts (because it purported
19 to terminate the same) and that it intended to continue to forward payment applications to
20 Gemstone. [See e.g., Exhibit 804-003-004]. Specifically, Camco wrote:

21 Camco is left with no choice but to terminate our agreement with Gemstone and
22 all subcontracts on the Project, including our agreement with your company.
23 Accordingly, we have terminated for cause our agreement with Gemstone,
24 effective December 19, 2008, and we hereby terminate for convenience our
subcontract with your company, effective immediately.

25 Please submit to Camco all amounts you believe are due and owing on your
subcontract. We will review and advise you of any issues regarding any amounts

26 ³ Testimony of Dave Parry.

27 ⁴ Testimony of Dave Parry.

28 ⁵ Unlike APCO and the subcontractors, no retention was to be withheld from the contractor's fee to be
paid to Camco (through retention continued to be withheld from subcontractors). [Ex. 162-010, ¶7.03(a)].

1 you claim are owed. For all amounts that should properly be billed to Gemstone,
2 Camco will forward to Gemstone such amounts for payment y Gemstone. If your
claims appear to be excessive, we will ask you to justify and/or revise the amount.

3 [See e.g., Ex. 804-003-004].

4 9. Camco quickly retracted its initial communication and replaced it with a
5 second letter [See e.g., Ex. 804-005-007] asking the subcontractors to “please disregard
6 previous letter which was sent in error.” [See e.g., Ex. 804-005]. Among other things,
7 Camco’s second letter:

- 8 • Deleted its statement that it had terminated the Camco-Gemstone
- 9 Agreement (while continuing to terminate the subcontractors);
- 10 • Asserts that the subcontractors agreed to Pay-if-Paid and accepted the risk
- 11 of non-payment from the owner (which is also Pay-if-Paid); and,
- 12 • Stated, inaccurately, that “Camco’s contract with Gemstone is a cost-plus
- 13 agreement wherein the subcontractors and suppliers were paid directly by
- 14 Gemstone and/or its agent Nevada Construction Services.” [See e.g., Ex.
- 15 804-007].

16 While Gemstone eventually did make partial payment to some subcontractors (but not to
17 Fast Glass – *see infra*) through NCS and not Camco [*see discussion, infra*], the Camco-
18 Gemstone Agreement expressly required Camco, upon receipt of a progress payment from
19 Gemstone, to “promptly pay each [subcontractor] the amount represented by the portion of
20 the Percentage of the Work Completed that was completed by such [subcontractor].” [Ex.
21 162-010, ¶7.03(e)].

22 10. Some subcontractors stopped working after APCO left the Project. Others,
23 such as Helix, continued to work on the Project and began working for Camco as the
24 general contractor. Others, such as Heinaman, Fast Glass, Cactus Rose and SWPPP started
25 working on the Project only after APCO left and worked only for Camco.

26 11. Camco presented some subcontractors with a standard form subcontract
27 Agreement (“the Camco Subcontract”), a representative example of which is Camco’s
28

1 subcontract with Fast Glass. [See Exhibit 801-007-040; TR5-57:8-16⁶]. Among other
2 provisions, the Camco Subcontract (consistent with the Camco-Gemstone Agreement),
3 requires Camco, no later than 10 days after receiving payment from Gemstone in response
4 to its payment applications, to “pay to Subcontractor, in monthly progress payments, 90%⁷
5 of labor and materials placed in position by Subcontractor during [the month preceding a
6 payment application].” [See Ex. 701-012, ¶ II(C)]. Fast Glass’ Clay Jorgenson testified
7 that Fast Glass and Camco entered into, performed work, and applied for payment
8 pursuant to the Camco Subcontract even though only Fast Glass’s signature appears on the
9 relevant document. [See Ex. 801-033]. Camco did not dispute this testimony. Moreover, its
10 letters addressed to Fast Glass (and substantially identical letters to other subcontractors)
11 states Camco’s intention to “immediately terminate all subcontracts on the Project,
12 including the agreement with your company.” [See Ex. 804-007]. Accordingly, the Court
13 finds that Fast Glass and Camco entered into the Camco Subcontract.

14 12. In spite of and contrary to the payment provisions of the Camco-Gemstone
15 Agreement [see *supra* and Ex. 162-010, ¶7.03(e)] and the Camco Subcontract [See Ex.
16 701-012, ¶ II(C)], no monies were ever distributed to the subcontractors through Camco.
17 Instead, and until it ceased making payments, Gemstone released funds to NCS, which
18 issued checks “on behalf of Camco Pacific” to some of the subcontractors and/or joint
19 checks to the subcontractors and their lower tiers. [See *e.g.*, Exhibit 508-062 (NCS check
20 no. 531544 to Helix and its lower tier, Graybar Electric “on behalf of Camco Pacific.”)].
21 However, no payments of any kind or from any party were ever issued to Fast Glass.

22 13. Fast Glass’ Clay Jorgenson testified, and Camco did not dispute, that Fast
23 Glass submitted multiple payment applications to Camco for progress payments on the
24 work it performed [See Exhibit 803] but never received payment for the same. Camco also
25 did not dispute that Fast Glass substantially completed all of the work it was hired to
26 perform – glazing work on the retail spaces – for the price of \$199,000.00. [See also

27 ⁶ Testimony of Dave Parry.

28 ⁷ i.e., less retention.

1 Exhibits 807, 808 (job file records)]. Mr. Jorgenson testified that \$199,000.00 is a
2 reasonable value for the work performed by Fast Glass, which Camco did not dispute.

3 14. The Court finds that Camco entered into and breached the Camco
4 Subcontract with Fast Glass by failing, without excuse, to pay Fast Glass the agreed-upon
5 sum of \$199,000. Alternatively, and even if Fast Glass and Camco did not enter into the
6 Camco Subcontract, the Court finds that Fast Glass and Camco agreed on the material
7 terms of a contract – i.e., the work to be performed, the price therefore and Camco’s
8 obligation to pay – constituting a contract implied-in-fact, which Camco breached by
9 failing to pay Fast Glass for its work and that the reasonable value of that work was
10 \$199,000.00.

11 15. Fast Glass presented undisputed evidence, and the Court finds, that Fast
12 Glass timely recorded a mechanic’s lien, as amended (“the Fast Glass Lien”), pursuant to
13 NRS Chapter 108 and perfected the same. [See Exhibit 805]. The Fast Glass Lien
14 identified both Camco as the “person by whom the lien claimant was employed or to
15 whom the lien claimant furnished or agreed to furnish work, materials or equipment.” [See
16 Ex. 805-001].

17 16. Any finding of fact herein that is more appropriately deemed a conclusion
18 of law shall be treated as such.

19 FROM the foregoing Findings of Fact, the Court hereby makes the following

20 **B. Conclusions of Law.**

21 1. “Basic contract principles require, for an enforceable contract, an offer and
22 acceptance, meeting of the minds, and consideration.” *May v. Anderson*, 121 Nev. 668,
23 672, 119 P.3d 1254, 1257 (2005). A meeting of the minds exists when the parties have
24 agreed upon the contract’s essential terms. *Roth v. Scott*, 112 Nev. 1078, 1083, 921 P.2d
25 1262, 1265 (1996). Which terms are essential “depends on the agreement and its context
26 and also on the subsequent conduct of the parties, including the dispute which arises, and
27 the remedy sought.” Restatement (Second) of Contracts § 131 cmt. g (1981). Whether a
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1 contract exists is a question of fact and the District Court's findings will be upheld unless
2 they are clearly erroneous or not based on substantial evidence. *May*, 121 Nev. at 672-73,
3 119 P.3d at 1257.

4 2. The Court concludes that Camco entered into and breached the Camco
5 Subcontract with Fast Glass by failing, without excuse, to pay Fast Glass the agreed-upon
6 sum of \$199,000.00. As such, Camco owes Fast Glass the principal sum of \$199,000.00
7 and is entitled to judgment for that amount, exclusive of interest, costs and attorney's fees.

8 3. Alternatively, the Court concludes that there is an implied contract between
9 Fast Glass and Camco and that Fast Glass is entitled *quantum meruit* damages for
10 recovery of the full and reasonable value of the work it has performed. See *Certified Fire*
11 *Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 379, 283 P.3d 250, 257 (2012) ("*quantum*
12 *meruit*'s first application is in actions based upon contracts implied-in-fact."). A contract
13 implied-in-fact must be "manifested by conduct." *Id.* at 380 citing *Smith v. Recrion Corp.*,
14 91 Nev. 666, 668, 541 P.2d 663, 664 (1975); *Hay v. Hay*, 100 Nev. 196, 198, 678 P.2d
15 672, 674 (1984). It "is a true contract that arises from the tacit agreement of the parties."
16 *Id.* To find a contract implied-in-fact, the fact-finder must conclude that the parties
17 intended to contract and promises were exchanged, the general obligations for which must
18 be sufficiently clear. *Id.* Here, Fast Glass and Camco clearly intended to enter into a
19 contract whereby Fast Glass would perform work for Camco and Camco would pay Fast
20 Glass for its work.

21 4. Where an implied-in-fact contract exists "*quantum meruit* ensures the
22 laborer receives the reasonable value, usually market price, for his services." *Precision*
23 *Constr.*, 128 Nev. at 380 citing Restatement (Third) of Restitution and Unjust Enrichment
24 § 31 cmt. c (2011), *Sack v. Tomlin*, 110 Nev. 204, 208, 871 P.2d 298, 302 (1994) ("The
25 doctrine of *quantum meruit* generally applies to an action ... involving work and labor
26 performed which is founded on a[n] oral promise [or other circumstances] on the part of
27 the defendant to pay the plaintiff as much as the plaintiff reasonably deserves for his labor
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1 in the absence of an agreed upon amount."'). Here, the only and undisputed testimony was
2 that the monies Fast Glass billed for its work were a reasonable value for the work
3 performed. Moreover, Camco's submission of such amounts to Gemstone as part of its
4 own pay application estops Camco from disputing the reasonable value of Fast Glass'
5 work. Fast Glass is therefore entitled *quantum meruit* damages in the amount of
6 \$199,000.00 for recovery of the full and reasonable value of the work it performed. *See*
7 *Certified Fire Prot.*, 128 Nev. at 380.

8 5. The Court rejects Camco's argument that it is not liable to Fast Glass (and
9 other subcontractors) because it never received payment from Gemstone who instead made
10 payments to subcontractors through the disbursement company, NCS. Camco's position
11 notwithstanding, both the Camco-Gemstone Agreement and the Camco Subcontract
12 demonstrate that (consistent with the APCO-Gemstone Agreement and the APCO
13 Subcontract) payments to subcontractors were intended to flow through the general
14 contractor. Camco presented no evidence that Fast Glass or any other subcontractor
15 consented in advance to Gemstone's eventual decision to release payments (in part)
16 through NCS and not Camco.

17 6. Similarly, the Court rejects Camco's contention that the Court's decision on
18 Pay-if-Paid is inapplicable because it was "impossible" for Camco to have paid Fast Glass
19 and other subcontractors. Camco presented no evidence that it, for example, declared
20 Gemstone to be in breach for failing to make payments through Camco rather than through
21 NCS. Instead, Camco appears to have acceded to Gemstone's deviation from the contract
22 and, at least until Gemstone announced that it was suspending construction, continued to
23 process subcontractor payment applications and submit them to Gemstone. Camco's
24 "impossibility" claim is, in any event, another form of Pay-if-Paid, against the public
25 policy of Nevada, void and unenforceable and barred by this Court's summary judgment.

26 7. Fast Glass is therefore awarded the principal sum of \$199,000.00 (i.e.,
27 exclusive of interest, costs and attorney's fees) against Camco and may apply for judgment
28

1 as to the same.

2 8. The Court denies all of Camco's affirmative defenses.

3 9. Fast Glass is entitled to prejudgment interest pursuant to NRS 108.237
4 and/or NRS 17.130 and is granted leave to apply for the same by way of an amendment or
5 supplement to these Findings of Fact and Conclusions of Law and for judgment as to the
6 same.

7 10. Fast Glass is the prevailing party and/or prevailing lien claimant as to
8 Camco and is entitled to an award of reasonable attorney's fees pursuant to NRS 108.237
9 and/or Camco Subcontract. Fast Glass is granted leave to apply for the same by way of an
10 amendment or supplement to these Findings of Fact and Conclusions of Law and for
11 judgment as to the same.

12 11. As the prevailing party, Fast Glass may also apply for an award of costs in
13 accordance with the relevant statutes and for judgment as to the same.

14 12. Any conclusion of law herein that is more appropriately deemed a finding
15 of fact shall be treated as such.

16 ORDER

17 NOW, THEREFORE, the Court hereby directs entry of the foregoing Findings of
18 Fact and Conclusions of Law; and

19 IT IS FURTHER ORDERED that, based upon the foregoing Findings of Fact and
20 Conclusions of Law, and those made regarding the other parties and claims involved in the
21 consolidated cases, the Court shall issue a separate Judgment or Judgments reflective of the
22 same at the appropriate time subject to further order of the Court.

23 IT IS SO ORDERED this 24th day of April, 2018.

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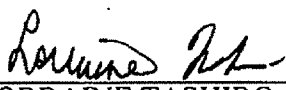
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DISTRICT COURT JUDGE

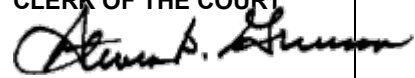
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CERTIFICATE

I hereby certify that on or about the date filed, this document was
Electronically Served to the Counsel on Record on the Clark County E-File Electronic
Service List.



LORRAINE TASHIRO
Judicial Executive Assistant
Dept. No. XIII



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DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs.

GEMSTONE DEVELOPMENT WEST,
INC., 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.

Case No. : 08A571228

Dept. No. : XIII

Consolidated with:
A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

NOTICE OF ENTRY OF JUDGMENT

AND ALL RELATED MATTERS

///

///

///

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NOTICE OF ENTRY OF JUDGMENT

PLEASE TAKE NOTICE that a **JUDGMENT [AS TO THE CLAIMS OF SWPPP COMPLIANCE SOLUTIONS, INC. AGAINST CAMCO CONSTRUCTION CO., INC.]** was filed on **May 30, 2018**, a copy of which is attached as Exhibit A.

DATED this 31st day of May, 2018.

PEEL BRIMLEY LLP

/S/ Eric B Zimbelman

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3333 E. Serene Avenue, Suite 200

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*Attorneys for SWPPP Compliance
Solutions, Inc.*

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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of **PEEL BRIMLEY, LLP**, and that on this 31st day of May, 2018, I caused the above and foregoing document, **NOTICE OF ENTRY OF JUDGMENT** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☒ pursuant to NEFCR 9, upon all registered parties via the Court's electronic filing system;
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- ☐ to be hand-delivered; and/or
- ☐ other _____

to the attorney(s) and/or party(ies) listed below at the address and/or facsimile number indicated below:

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Steven Morris (steve@gmdlegal.com)

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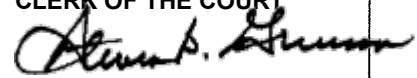
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Vivian Bowron (vbowron@spencerfane.com)

/s/ Amanda Armstrong

An employee of **PEEL BRIMLEY, LLP**

Exhibit A



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Attorneys for SWPPP Compliance Solutions, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs

GEMSTONE DEVELOPMENT WEST, INC.,
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.

CASE NO.: A571228
DEPT. NO.: XIII

Consolidated with:
A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

JUDGMENT

**[AS TO THE CLAIMS OF SWPPP
COMPLIANCE SOLUTIONS, INC.
AGAINST CAMCO CONSTRUCTION
CO., INC.]**

AND ALL RELATED MATTERS.

This matter having come on for a non-jury trial on the merits on January 17-19, 23, 24 and February 6, 2018, SWPPP Electric of Nevada, LLC ("SWPPP"), SWPPP Compliance Solutions, Inc. ("SWPPP"), Cactus Rose Construction, Co., Inc. ("Cactus Rose"), Fast Glass, Inc. ("Fast Glass"), and Heinaman Contract Glazing ("Heinaman") all appearing through Peel Brimley LLP; Camco Construction, Inc., ("Camco") through Grant Morris Dodds; APCO Construction, Inc. ("APCO"), appearing through Spencer Fane, LLP and Marquis & Aurbach; National Wood Products, Inc. ("National Wood" or "CabineTec") through Cadden & Fuller LLP and Richard L. Tobler, Ltd.; and United Subcontractors, Inc. through Fabian

000202

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DISTRICT COURT DEPT#13

MAY 22 2018

1 Vancott; and the Court having heard the testimony of witnesses through examination and
2 cross-examination by the parties' counsel, having reviewed the evidence provided by the
3 parties, having heard the arguments of counsel, and having read and considered the briefs of
4 counsel, the parties' pleadings, and various other filings, and good cause appearing; the
5 Court hereby makes the following:

6 The Court having taken the matter under consideration and advisement;

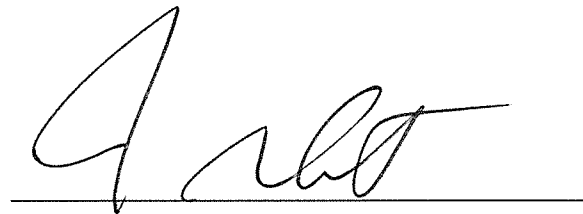
7 The Court having entered its April 26, 2018 Findings of Fact and Conclusions of Law
8 as to the Claims of SWPPP against Camco, incorporated herein by this reference and
9 attached hereto as Exhibit 1 ("the SWPPP FFCL");

10 The Court enters the following Judgment as to the claims of SWPPP against Camco;

11 IT IS ORDERED, ADJUDGED, AND DECREED that judgment is to be entered in
12 favor of SWPPP and against Camco as set forth on the SWPPP FFCL.

13 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court may
14 issue an amended judgment after the Court has heard and decided upon SWPPP's Motion for
15 Attorney's Fees, Costs and Interest Against Camco currently pending before the Court.

16 Dated this 29th day of May 2018.



DISTRICT COURT JUDGE

20
21 Respectfully submitted by:

PEEL BRIMLEY LLP

22
23  #11776-fu
ERIC B. ZIMBELMAN,

Nevada Bar No. 9407

24 RICHARD L. PEEL, ESQ.

25 Nevada Bar No. 4359

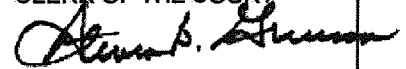
3333 E. Serene Avenue, Suite 200

26 Henderson, NV 89074-6571

27 *Attorneys for SWPPP Compliance Solutions, Inc.*
28

EXHIBIT 1

000204



DISTRICT COURT
CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada
corporation,

Plaintiff,

vs

GEMSTONE DEVELOPMENT WEST, INC.,
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.

CASE NO.: A571228

DEPT. NO.: XIII

Consolidated with:

A571792, A574391, A577623, A580889,
A583289, A584730, and A587168

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AS TO THE
CLAIMS OF SWPPP COMPLIANCE
SOLUTIONS, INC.**

This matter came on for trial on January 17-19, 23-24, 31 and February 6, 2018,
before the Honorable Mark Denton in Dept. 13, and the following parties having appeared
through the following counsel:

<u>Party</u>	<u>Counsel for Party</u>
Apco Construction Co., Inc. ("Apco")	John Randall Jeffries, Esq. and Mary E. Bacon, Esq. of the Law Firm of Spencer Fane LLP
Camco Pacific Construction Co., Inc. ("Camco")	Steven L. Morris, Esq. of the Law Firm of the Law Firm of Grant Morris Dodds
Helix Electric of Nevada, LLC ("Helix")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Heinaman Contract Glazing, Inc. ("Heinaman")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Fast Glass, Inc. ("Fast Glass")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
Cactus Rose Construction Co., Inc. ("Cactus	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP

CLERK OF THE COURT

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MARK R. DENTON
DISTRICT JUDGE

DEPARTMENT THIRTEEN
LAS VEGAS, NV 89155

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Rose")	
SWPPP Compliance Solutions, Inc. ("SWPPP")	Eric Zimbelman, Esq. and the Law Firm of Peel Brimley LLP
National Wood Products, LLC ("National Wood")	John B. Taylor, Esq. of the Law Firm of Cadden & Fuller LLP
E&E Fire Protection, LLC ("E&E")	T. James Truman, Esq. of the Law Firm of T. James Truman, & Associates

A. Procedural History.

1. This is one of the oldest cases on the Court's docket. This action arises out of a construction project in Las Vegas, Nevada known as the Manhattan West Condominiums Project ("the Project") located at West Russell Road and Rocky Hill Street in Clark County Nevada, APNs 163-32-101-003 through 163-32-101-005, 163-32-101-010 and 163-32-101-014 (the "Property" and/or "Project"), owned by Gemstone Development West, Inc. ("Gemstone" or "the Owner").

2. Gemstone hired APCO, and, subsequently, Camco as its general contractors, who in turn entered into subcontract agreements with various subcontractors. In December 2008 the Owner suspended the Project and advised the various contractors that Gemstone's lender did not expect to disburse further funds for construction. The Project was never completed. Numerous contractors, including the parties hereto, recorded mechanic's liens against the Property.

3. After several years of litigation and a Writ Action to determine the priority of the various lienors (during which the Property was sold, the proceeds of the same held in a blocked account and this action was stayed), the Nevada Supreme Court ruled that the Owner's lenders had priority over the proceeds of the sale of the Property, holding that the NRS Ch. 108 mechanic's liens were junior to the lenders' deeds of trust. The Court subsequently ordered the proceeds be released to the lenders. Thereafter, the stay was lifted and many of the trade contractors continued to pursue claims for non-payment from APCO and Camco. The trial focused on these claims.

1 **B. Significant Pre-Trial Orders**

2 1. **Order Granting Partial Summary Judgment re: Pay-if-Paid.** On

3 January 2, 2018, this Court issued an Order granting a Motion for Partial Summary
4 Judgment brought by a group of subcontractors represented by the Peel Brimley Law Firm
5 (the "Peel Brimley Lien Claimants"¹) and joined in by others. Generally, but without
6 limitation, the Court concluded that, pursuant to NRS 624.624 and *Lehrer McGovern*
7 *Bovis, Inc. v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1117-18, 197 P.3d 1032, 1042 (Nev.
8 2008), higher-tiered contractors, such as APCO and Camco, are required to pay their
9 lower-tiered subcontractors within the time periods set forth in NRS 624.626(1) and may
10 not fail to make such payment based on so-called "pay-if-paid" agreements ("Pay-if-Paid")
11 that are against public policy, void and unenforceable except under limited circumstances.
12 Accordingly, the Court ruled that APCO and Camco may not assert or rely on any defense
13 to their payment obligations, if any, to the party subcontractors that is based on a pay-if-
14 paid agreement.

15 2. **Order on Peel Brimley Lien Claimants' Motion in Limine Against**

16 **Camco.** On December 29, 2017 the Court issued an order on motions *in limine* brought by
17 the Peel Brimley Lien Claimants Against Camco. Specifically, the Court precluded Camco
18 from asserting or offering evidence that any of the Peel Brimley Lien Claimants' work on
19 the Project was (i) defective, (ii) not done in a workmanlike manner or (iii) not done in
20 compliance with the terms of the parties' agreement because Camco's person most
21 knowledgeable was not aware of any evidence to support such claims. For the same
22 reason, the Court also precluded Camco from asserting or offering evidence at trial that the
23 Peel Brimley Lien Claimants have breached their agreements other than with respect to
24 pay-if-paid agreements, evidence and argument of which is otherwise precluded by the
25 Partial Summary Judgment discussed above. For the same reason, the Court also precluded
26 Camco from asserting or offering evidence at trial to dispute the amounts invoiced, paid

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28 ¹ The Peel Brimley Lien Claimants are: Helix, Heinaman, Fast Glass, Cactus Rose and SWPPP.

1 and that remain to be owed as asserted by the Peel Brimley Lien Claimants in their
2 respective Requests for Admission. For the same reason, the Court also precluded Camco
3 from asserting or offering evidence at trial that any liens recorded by the Peel Brimley
4 Lien Claimants were in any way defective or unperfected and are otherwise valid and
5 enforceable.

6 C. **Findings of Fact.**

7 Having received evidence and having heard argument of counsel, the Court makes
8 the following Findings of Fact:

9 1. The original general contractor on the Project was APCO. Gemstone and
10 APCO entered into the ManhattanWest General Construction Agreement for GMP (the
11 "APCO-Gemstone Agreement") on or about September 6, 2006. [See Exhibit 2].

12 2. Among other things, and in exchange for a guaranteed maximum price
13 ("GMP") of \$153,472,300.00 as forth in the APCO-Gemstone Agreement (Ex. 2, ¶
14 5.02(a)), APCO agreed to:

- 15 • "Complete the work" required by the APCO-Gemstone Agreement,
16 "furnish efficient business administration and superintendence" and "use its
17 best efforts to complete the Project;" [Ex 2., ¶ 2.01(a)];
- 18 • "...engage contractors, subcontractors, sub-subcontractors, service
19 providers, [and others, collectively referred to as "Third-Party Service
20 Providers"] to perform the work..."; [Ex 2., ¶ 2.02(a)];
- 21 • Monthly submit to Gemstone "applications for payment for the previous
22 month on forms similar to AIA G702 and G703 and a corresponding
23 approved Certificate for Payment;" [Ex 2., ¶ 5.05(a)]. Each payment
24 application was to be "based on a Schedule of Values [that] shall allocate
25 the entire GMP among the various portions of the Work" with APCO's fee
26 to be shown as a separate line item." [Ex 2., ¶ 5.05(b)]; The payment
27 applications were to "show the Percentage of Completion of each portion of
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1 the Work as of the end of the period covered by the Application for
2 Payment. [Ex 2., ¶ 5.05(c)]; and

- 3 • Upon receipt of a monthly progress payment, "promptly pay each Third-
4 Party Service Provider the amount represented by the portion of the
5 Percentage of the Work Completed that was completed by such Third-Party
6 Service Provider² during the period covered by the corresponding Progress
7 Payment." [Ex 2., ¶ 5.05(g)];

8 3. APCO in turn hired various subcontractors to perform certain scopes of
9 work and provided its form Subcontract Agreement to its subcontractors ("the APCO
10 Subcontract"). SWPPP did not work for APCO on the Project and only first provided work
11 after APCO ceased work on the project and, as discussed below, Gemstone hired Camco
12 as the general contractor to replace APCO. APCO ceased work on the Project in or about
13 the end of August 2008. APCO and Gemstone each claim to have terminated the other.

14 4. After APCO ceased work on the project, Gemstone hired Camco to be its
15 general contractor pursuant to an Amended and Restated ManhattanWest General
16 Construction Agreement effective as of August 25, 2008 ("the Camco-Gemstone
17 Agreement"). [See Exhibit 162].

18 5. On cross examination, Camco's Dave Parry could not point to any portion
19 of the Camco-Gemstone Agreement that required Camco to supervise the work of the
20 subcontractors. [TR5-50:17-51:9]. Nothing in Article II ("General Contractor
21 Responsibilities") obligates Camco to supervise the work or the subcontractors. [See Ex.
22 162, ¶Article II]. Parry did not deny that Camco was "essentially ... there to lend [its]
23 license" to Gemstone. [TR5-50:15-17].

24 6. Mr. Parry described Camco as "more of a construction manager at this point
25 than a general contractor" [TR5-31:10-11³]. Nonetheless, the Camco-Gemstone

26 ² Because the only Third-Party Service Providers at issue on this trial were subcontractors, the Court
27 will herein use the terms "subcontractor" and "Third-Party Service Provider" interchangeably and
synonymously.

³ Testimony of Dave Parry.

1 Agreement is plainly called a "General Construction Agreement." The Camco-Gemstone
2 Agreement also requires Camco, in the same way that APCO did, to aggregate payment
3 applications from subcontractors and prepare and submit to Gemstone payment
4 applications for the amounts represented by the subcontractor payment applications and
5 Camco's fee. [See Ex. 162-008-010, ¶7.01].

6 7. Camco continued the same payment application format and numbering and
7 same schedule of values that APCO had been following. [See Exhibit 218; TR5-30:21-
8 31:4⁴]. Like APCO before it, Camco compiled and included in its payment applications to
9 Gemstone the amounts billed by its subcontractors, including SWPPP. [See e.g., Exhibit
10 522-001-011]. Also like the APCO-Gemstone Agreement, the Camco-Gemstone
11 Agreement required Camco, upon receipt of a progress payment from Gemstone, to
12 "promptly pay each [subcontractor] the amount represented by the portion of the
13 Percentage of the Work Completed that was completed by such [subcontractor]." [Ex. 162-
14 010, ¶7.03(e)].⁵ It is only after Gemstone announced that the Project would be suspended
15 that Camco asserted otherwise.

16 8. Camco's initial letter to subcontractors following Gemstone's
17 announcement demonstrates both that it believed it had subcontracts (because it purported
18 to terminate the same) and that it intended to continue to forward payment applications to
19 Gemstone. [See e.g., Exhibit 804-003-004]. Specifically, Camco wrote:

20 Camco is left with no choice but to terminate our agreement with Gemstone
21 and all subcontracts on the Project, including our agreement with your
22 company. Accordingly, we have terminated for cause our agreement with
23 Gemstone, effective December 19, 2008, and we hereby terminate for
convenience our subcontract with your company, effective immediately.

24 Please submit to Camco all amounts you believe are due and owing on your
25 subcontract. We will review and advise you of any issues regarding any
26 amounts you claim are owed. For all amounts that should properly be billed to
Gemstone, Camco will forward to Gemstone such amounts for payment y

27 ⁴ Testimony of Dave Parry.

28 ⁵ Unlike APCO and the subcontractors, no retention was to be withheld from the contractor's fee to be
paid to Camco (through retention continued to be withheld from subcontractors). [Ex. 162-010, ¶7.03(a)].

1 Gemstone. If your claims appear to be excessive, we will ask you to justify
2 and/or revise the amount.

3 [See e.g., Ex. 804-003-004].

4 9. Camco quickly retracted its initial communication and replaced it with a
5 second letter [See e.g., Ex. 804-005-007] asking the subcontractors to "please disregard
6 previous letter which was sent in error." [See e.g., Ex. 804-005]. Among other things,
7 Camco's second letter:

- 8 • Deleted its statement that it had terminated the Camco-Gemstone
9 Agreement (while continuing to terminate the subcontractors);
- 10 • Asserts that the subcontractors agreed to Pay-if-Paid and accepted the risk
11 of non-payment from the owner (which is also Pay-if-Paid); and,
- 12 • Stated, inaccurately, that "Camco's contract with Gemstone is a cost-plus
13 agreement wherein the subcontractors and suppliers were paid directly by
14 Gemstone and/or its agent Nevada Construction Services." [See e.g., Ex.
15 804-007].

16 While Gemstone eventually did make partial payment to some subcontractors through
17 NCS and not Camco [see discussion, *infra*], the Camco-Gemstone Agreement expressly
18 required Camco, upon receipt of a progress payment from Gemstone, to "promptly pay
19 each [subcontractor] the amount represented by the portion of the Percentage of the Work
20 Completed that was completed by such [subcontractor]." [Ex. 162-010, ¶7.03(e)].

21 10. Some subcontractors stopped working after APCO left the Project. Others,
22 such as Helix, continued to work on the Project and began working for Camco as the
23 general contractor. Others, such as Heinaman, Fast Glass, Cactus Rose and SWPPP started
24 working on the Project only after APCO left and worked only for Camco.

25 11. Camco presented some subcontractors with a standard form subcontract
26 Agreement ("the Camco Subcontract"), a representative example of which is Camco's
27 subcontract with Fast Glass. [See Exhibit 801-007-040; TR5-57:8-16⁶].

28 ⁶ Testimony of Dave Parry.

1 12. However, SWPPP and Camco never entered into the Camco Subcontract.
2 Instead, the agreement between SWPPP and Camco is memorialized by unit price Bid
3 Proposals for work on a time and materials basis, which were accepted by Camco. [See
4 Exhibit 903].

5 13. SWPPP submitted multiple invoices and statements to Camco totaling
6 \$117,470.00 but received no payment and is still owed \$117,470.00 for its work on the
7 Project. [See Exhibits 904, 906 and 907].

8 14. SWPPP presented undisputed evidence that SWPPP timely recorded a
9 mechanic's lien, as amended ("the SWPPP Lien"), pursuant to NRS Chapter 108 and
10 perfected the same. [See Exhibits 905 and 906]. The SWPPP Lien identified Camco as the
11 "person by whom the lien claimant was employed or to whom the lien claimant furnished
12 or agreed to furnish work, materials or equipment." [See Ex. 906-002].

13 15. Owing to the passage of time, no live witness was available to testify on
14 SWPPP's behalf. However, the Court admitted without objection the aforementioned
15 exhibits establishing the foregoing facts. Camco has not disputed these facts or offered any
16 contrary evidence.

17 16. Based on the foregoing, the Court finds, as set forth in the admitted
18 exhibits relating to SWPPP, that (i) Camco agreed to pay SWPPP for its work, (ii) SWPPP
19 performed and invoiced Camco for its work consistent with the SWPPP Agreement, (iii)
20 Camco breached the SWPPP Agreement by failing without excuse to pay SWPPP the sum
21 of \$117,470.00 and (iv) SWPPP recorded and perfected the SWPPP Lien .

22 17. Any finding of fact herein that is more appropriately deemed a conclusion
23 of law shall be treated as such.

24 FROM the foregoing Findings of Fact, the Court hereby makes the following:

25 B. Conclusions of Law.

26 1. "Basic contract principles require, for an enforceable contract, an offer and
27 acceptance, meeting of the minds, and consideration." *May v. Anderson*, 121 Nev. 668,

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1 672, 119 P.3d 1254, 1257 (2005). A meeting of the minds exists when the parties have
2 agreed upon the contract's essential terms. *Roth v. Scott*, 112 Nev. 1078, 1083, 921 P.2d
3 1262, 1265 (1996). Which terms are essential "depends on the agreement and its context
4 and also on the subsequent conduct of the parties, including the dispute which arises, and
5 the remedy sought." Restatement (Second) of Contracts § 131 cmt. g (1981). Whether a
6 contract exists is a question of fact and the District Court's findings will be upheld unless
7 they are clearly erroneous or not based on substantial evidence. *May*, 121 Nev. at 672-73,
8 119 P.3d at 1257.

9 2. The Court concludes that Camco entered into and breached the SWPPP
10 Agreement by failing, without excuse, to pay SWPPP in full for the invoices it submitted
11 and for the work it performed in the amount of \$238,627.25 and that SWPPP is entitled to
12 judgment for that amount, exclusive of interest, costs and attorney's fees.

13 3. Alternatively, the Court concludes that there is an implied contract between
14 SWPPP and Camco and that SWPPP is entitled *quantum meruit* damages for recovery of
15 the full and reasonable value of the work it has performed. See *Certified Fire Prot. Inc. v.*
16 *Precision Constr.*, 128 Nev. 371, 379, 283 P.3d 250, 257 (2012) ("*quantum meruit*'s first
17 application is in actions based upon contracts implied-in-fact."). A contract implied-in-fact
18 must be "manifested by conduct." *Id.* at 380 citing *Smith v. Recrion Corp.*, 91 Nev. 666,
19 668, 541 P.2d 663, 664 (1975); *Hay v. Hay*, 100 Nev. 196, 198, 678 P.2d 672, 674 (1984).
20 It "is a true contract that arises from the tacit agreement of the parties." *Id.* To find a
21 contract implied-in-fact, the fact-finder must conclude that the parties intended to contract
22 and promises were exchanged, the general obligations for which must be sufficiently clear.
23 *Id.* Here, SWPPP and Camco clearly intended to enter into a contract whereby SWPPP
24 would perform work for Camco and Camco would pay Cactus Rise for its work.

25 4. Where an implied-in-fact contract exists "*quantum meruit* ensures the
26 laborer receives the reasonable value, usually market price, for his services." *Precision*
27 *Constr.*, 128 Nev. at 380 citing Restatement (Third) of Restitution and Unjust Enrichment
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1 § 31 cmt. e (2011), *Sack v. Tomlin*, 110 Nev. 204, 208, 871 P.2d 298, 302 (1994) (“The
2 doctrine of *quantum meruit* generally applies to an action ... involving work and labor
3 performed which is founded on a[n] oral promise [or other circumstances] on the part of
4 the defendant to pay the plaintiff as much as the plaintiff reasonably deserves for his labor
5 in the absence of an agreed upon amount.”). SWPPP is therefore entitled *quantum meruit*
6 damages in the amount of \$238,627.25 for recovery of the full and reasonable value of the
7 work it performed. *See Certified Fire Prot.*, 128 Nev. at 380.

8 5. The Court rejects Camco’s argument that it is not liable to SWPPP (and
9 other subcontractors) because it never received payment from Gemstone who instead made
10 payments to subcontractors through the disbursement company, NCS. Camco’s position
11 notwithstanding, both the Camco-Gemstone Agreement and the Camco Subcontract
12 demonstrate that (consistent with the APCO-Gemstone Agreement and the APCO
13 Subcontract) payments to subcontractors were intended to flow through the general
14 contractor. Camco presented no evidence that SWPPP or any other subcontractor
15 consented in advance to Gemstone’s eventual decision to release payments (in part)
16 through NCS and not Camco.

17 6. Similarly, the Court rejects Camco’s contention that the Court’s decision on
18 Pay-if-Paid is inapplicable because it was “impossible” for Camco to have paid Helix and
19 other subcontractors. Camco presented no evidence that it, for example, declared
20 Gemstone to be in breach for failing to make payments through Camco rather than through
21 NCS. Instead, Camco appears to have acceded to Gemstone’s deviation from the contract
22 and, at least until Gemstone announced that it was suspending construction, continued to
23 process subcontractor payment applications and submit them to Gemstone. Camco’s
24 “impossibility” claim is, in any event, another form of Pay-if-Paid, against the public
25 policy of Nevada, void and unenforceable and barred by this Court’s summary judgment.

26 7. Specific to SWPPP, the Court concludes that Camco’s reliance on any form
27 of Pay-if-Paid (i.e., even if the same could be deemed permissible under Nevada law) is

1 inapplicable to its relationship with SWPPP because nothing in the SWPPP Agreement
2 sets forth any Pay-if-Paid Agreement and SWPPP did not agree to the Camco Subcontract.

3 8. SWPPP is therefore awarded the principal sum of \$117,470.00 (i.e.,
4 exclusive of interest, costs and attorney's fees) against Camco and may apply for judgment
5 as to the same.

6 9. The Court denies all of Camco's affirmative defenses.

7 10. SWPPP is entitled to prejudgment interest pursuant to NRS 108.237 and/or
8 NRS 17.130 and is granted leave to apply for the same by way of an amendment or
9 supplement to these Findings of Fact and Conclusions of Law and for judgment as to the
10 same.

11 11. SWPPP is the prevailing party and/or prevailing lien claimant as to Camco
12 and is entitled to an award of reasonable attorney's fees pursuant to NRS 108.237. SWPPP
13 is granted leave to apply for the same by way of an amendment or supplement to these
14 Findings of Fact and Conclusions of Law and for judgment as to the same.

15 12. As the prevailing party, SWPPP may also apply for an award of costs in
16 accordance with the relevant statutes and for judgment as to the same.

17 13. Any conclusion of law herein that is more appropriately deemed a finding of
18 fact shall be treated as such.

19 ORDER

20 NOW, THEREFORE, the Court hereby directs entry of the foregoing Findings of
21 Fact and Conclusions of Law; and

22 IT IS FURTHER ORDERED that, based upon the foregoing Findings of Fact and
23 Conclusions of Law, and those made regarding the other parties and claims involved in the

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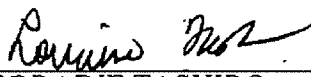
consolidated cases, the Court shall issue a separate Judgment or Judgments reflective of the same at the appropriate time subject to further order of the Court.

IT IS SO ORDERED this 24th day of April, 2018.


DISTRICT COURT JUDGE

CERTIFICATE

I hereby certify that on or about the date filed, this document was Electronically Served to the Counsel on Record on the Clark County E-File Electronic Service List.


LORRAINE TASHIRO
Judicial Executive Assistant
Dept. No. XIII