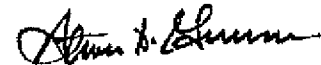


EXHIBIT 4

Electronically Filed
09/27/2013 04:09:43 PM



CLERK OF THE COURT

AACC

Jennifer R. Lloyd, Esq.

Nevada Bar No. 9617

George B. Robinson, Esq.

Nevada Bar No. 9667

PEZZILLO LLOYD

6725 Via Austi Pkwy, Suite 290

Las Vegas, Nevada 89119

(702) 233-4225

Fax: (702) 233-4252

Attorneys for Defendant,

Timothy Tom

DISTRICT COURT

CLARK COUNTY, NEVADA

INNOVATIVE HOME SYSTEMS, LLC, a
Nevada limited liability company,

Plaintiff,

v.

TIMOTHY TOM, an individual; and DOES I
through X, inclusive,

Defendants.

CASE NO. A-13-680766-B

DEPT NO. XIV

**TIMOTHY TOM'S ANSWER,
COUNTERCLAIM AND THIRD PARTY
COMPLAINT**

TIMOTHY TOM, an individual; and DOES I
through X, inclusive,

Counterclaimant,

v.

INNOVATIVE HOME SYSTEMS, LLC, a
Nevada limited liability company; DOES I through
X; DOES I through X, inclusive,

Counter-Defendant

PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel: 702 233-4225

1 TIMOTHY TOM, an individual; and DOES I
2 through X, inclusive,

3 Third-Party Plaintiff,

4 v.

5 OLD REPUBLIC SURETY, a surety; ROES I
6 through X; ZOES I through X, inclusive,

7 Third-Party Defendant.

8
9 Defendant/Counterclaimant TIMOTHY TOM ("TOM"), by and through his attorney of record,
10 respectfully submits the following Answer, Counterclaim and Third Party Complaint.

11 1. Defendant is without sufficient information to either answer or deny the allegations
12 contained in the following paragraphs of the Complaint and therefore denies same: 1 and 3.

13 2. Defendant admits the allegations contained in the following paragraphs of the
14 Complaint: 2 and 17.

15 3. Defendant denies the allegations contained in the following paragraphs of the
16 Complaint: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 24, 25.

17 4. Defendant denies that Plaintiff is entitled to any of the relief requested in its Prayer for
18 Relief as set forth in the Complaint and states that Plaintiff should take nothing by way of its
19 Complaint and is responsible for the payment of Defendant's fees and costs as the Complaint filed
20 fails to comport with the mandates of NRCP 11.

21 5. To the extent any assertion in the Complaint has not been directly addressed in the
22 preceding paragraphs, such allegations are expressly denied.
23
24
25
26
27
28

PEZZILO LLOYD

4725 Via Austri Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702-233-6226

AFFIRMATIVE DEFENSES

1
2 1. Plaintiff has failed to state a claim or cause of action against TOM upon which any
3 relief can be granted.

4 2. Plaintiff's damages, if any, are the direct and proximate result of actions and/or
5 omissions of third parties, over which TOM had no control, or are the result of its own actions.

6
7 3. Plaintiff's claims against TOM are barred in whole or in part by Plaintiff's failure to
8 mitigate its damages.

9 4. Plaintiff's claims are barred by its failure to perform its contractual obligations.

10 5. Plaintiff's damages, if any, are subject to set-off by the damages suffered by TOM due
11 to Plaintiff's actions.

12 6. Plaintiff's claims against TOM are barred by the equitable doctrine of estoppel.

13 7. Plaintiff's claims against TOM are barred by the doctrine of laches.

14 8. Plaintiff's claims against TOM are barred by the doctrine of waiver.

15 9. Plaintiff's claims against TOM are barred by the doctrine of unclean hands.

16 10. Plaintiff's claims are barred by the applicable statutes of limitations.

17 11. Plaintiff's claims are barred by their own malfeasance and misfeasance.

18 12. Plaintiff's claims are barred by their own misrepresentations made in connection with
19 the facts and circumstances of this matter.

20 13. Plaintiff's claims are barred by its failure to fulfill all conditions precedent to the filing
21 of this suit

22 14. Plaintiff's claims are barred by its failure to properly adhere to statutory requirements.

23 15. Plaintiff's claims are barred by its breach of the covenant of good faith and fair dealing.

24 16. Plaintiff's claims are barred as they are in violation of the statute of frauds.

1 17. Plaintiff's claims are barred by accord and satisfaction.

2 18. Plaintiff's filing of the instant matter constitutes an abuse of process thereby entitling
3 TOM to fees and costs.

4 19. Plaintiff in this matter lacks standing to bring or maintain this lawsuit.

5 20. Plaintiff is not the real party in interest to bring or maintain this lawsuit.

6 21. Pursuant to NRCP 11, TOM reserves its right to amend this answer to state additional
7 affirmative defenses as evidence of same is discovered in this matter.
8

9 **COUNTERCLAIMS AND THIRD PARTY COMPLAINT OF TOM**

10
11 TIMOTHY TOM ("TOM"), by and through the undersigned counsel, in support of their
12 Counter-Claim against INNOVATIVE HOME SYSTEMS ("IHS") and his Third-Party Complaint
13 against OLD REPUBLIC SURETY ("OLD REPUBLIC") alleges as follows:
14

15 **PARTIES, JURISDICTION AND VENUE**

16
17 1. TOM is the owner of the residence at 1840 Claudine Drive, Las Vegas, Nevada, APN
18 140-23-715-008, ("the Property").

19 2. Upon information and belief, Counter-Defendant, INNOVATIVE, is a Nevada limited
20 liability company that was not at all times relevant to this action authorized to do business in Clark
21 County, Nevada as it did not have a Nevada State Contractor's license at the time it contracted with
22 TOM in this action.

23
24 3. Upon information and belief, Third-Party Defendant OLD REPUBLIC is a surety
25 company, authorized to conduct business within the State of Nevada as a contractor's bond surety, and
26 has issued a contractor's license bond to IHS, No. W150139336 in the amount of \$10,000.00, for the
27 benefit of various members of the public injured by IHS's actions as a contractor, including TOM.
28

PEZZILLO LLOYD
6725 Vic Austi Parkway, Suite 200
Las Vegas, Nevada 89119
Tel. 702 263-4225

5. Defendants sued herein under the fictitious names of ZOE CORPORATIONS 1 through 10, inclusive, are presently unknown to TOM but are believed to be corporations authorized to conduct business in the State of Nevada and are in some respect liable for the acts and omissions, whether intentional, negligent or otherwise, alleged herein.

COUNTERCLAIM

7. TOM incorporate the allegations of paragraphs 1 through 6 as if set forth in full herein.

9. Upon information and belief, it is alleged that TOM fully performed all of his contractual requirements.

11. Upon information and belief it is alleged that TOM have suffered damages in excess of \$10,000.00 as a result of IIS's breach of the contract.

5

1 entitled to all fees and costs incurred as a result of this action.

2 **SECOND CAUSE OF ACTION**
3 **(BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
4 **against IHS, DOES 1-10, and ROE CORPORATIONS 1-10, inclusive)**

5 13. TOM incorporates the allegations contained in paragraphs 1 through 12 as
6 if set forth in full herein.

7 14. Upon information and belief, it is alleged that each contract executed in the State of
8 Nevada contains an implied covenant of good faith and fair dealing.

9 15. Upon information and belief, IHS's actions constitute a breach of the covenant of good
10 faith and fair dealing.

11 16. Upon information and belief, it is alleged that IHS's actions have caused TOM to suffer
12 damages in excess of \$10,000.00.

13 17. TOM was required to engage the services of legal counsel as a result of IHS's breach,
14 thus entitling TOM to an award of fees and costs incurred.

15 **THIRD CAUSE OF ACTION**
16 **(UNJUST ENRICHMENT AGAINST IHS, DOES 1-10, and**
17 **ROE CORPORATIONS 1-10, inclusive)**

18 18. TOM repeats with the same force and effect paragraphs 1 through 17, as if set forth
19 in full.

20 19. TOM made payments to IHS to provide materials and labor for improvement of the
21 Property.

22 20. TOM is informed and believes and based thereon alleges that IHS has been
23 unjustly enriched by the wrongful act of retaining the benefit of the payments provided by TOM, and
24 failing to supply all of the materials and labor paid for.

25 21. As such, said IHS has been unjustly enriched to the detriment and damage of
26
27
28

PEZZILO LLOYD
6725 Via Austri Parkway, Suite 250
Las Vegas, Nevada 89119
Tel. 702 233-4225

PEZZILLO LLOYD
6725 Vic Ausi Parkway, Suite 200
Las Vegas, Nevada 89119
Tel. 702 233-4225

1 TOM in a sum in excess of \$10,000.00.

2 22. TOM has retained the services of an attorney to prosecute this action and is entitled
3 to an award of attorney's fees and costs incurred.

4 **FOURTH CAUSE OF ACTION**
5 **(SLANDER OF TITLE against IHS,**
6 **ROES 1-10, and ZOE CORPORATIONS 1-10, inclusive)**

7 23. TOM repeats with the same force and effect paragraphs 1 through 22 as if set forth in
8 full.

9 24. TOM is the owner of the Property.

10 25. IHS did not perform all of the work pursuant to the contract with TOM.

11 26. IHS improperly recorded a Notice of Intent to Lien on the Property.

12 27. On or about February 13, 2013, IHS recorded a mechanic's lien against the Property.

13 28. The lien for the improper amounts signifies an unlawful cloud upon the title to the
14 Property as Tom was not licensed at all times necessary, and IHS should not have recorded the Notice
15 of Intent to Lien.

16 29. TOM has been damaged by this unlawful cloud upon the title of the Property in an
17 amount over \$10,000.00.

18 30. TOM has been forced to retain counsel to prosecute this claim and are entitled to an
19 award of compensatory damages, attorney's fees, costs and interest.

20 **FIFTH CAUSE OF ACTION**
21 **(DECLARATORY RELIEF against IHS,**
22 **ROES 1-10, and ZOE CORPORATIONS 1-10, inclusive)**

23 31. TOM repeats with the same force and effect paragraphs 1 through 29, as if set forth in
24 full.

25 32. An actual, justiciable controversy exists between the parties with regard to the
26
27
28

obligations and duties under the agreements and the duties owed by the parties to each other.

33. Upon information and belief it is alleged that TOM is entitled to a declaration from the Court that IHS has failed to fulfill its duties under the agreements; IHS needed to be licensed to bid, contract, and perform work at the project; and that TOM has been damaged by such failings in an amount in excess of \$10,000.00.

34. TOM were required to retain the services of legal counsel and are entitled to an award of fees and costs incurred.

THIRD-PARTY COMPLAINT

(CLAIM ON CONTRACTOR'S LICENSE BOND against OLD REPUBLIC;
ROES 1-10, and ZOE CORPORATIONS 1-10, inclusive)

35. TOM repeat with the same force and effect paragraphs 1 through 34, as if set forth in full.

36. TOM is informed and believes and based thereon alleges that IHS, as principal, and OLD REPUBLIC, as surety, caused to be issued a contractor's license bond in accordance with the provisions of Chapter 624 of the Nevada Revised Statutes. Said bond is identified as Bond Number W150139336 in the amount of \$10,000.00, was conditioned upon full compliance by IHS with all of the provisions of Chapter 624 of the Nevada Revised Statutes and inures to the benefit of all persons, including TOM, damaged as a result of a violation of any requirements of said chapter by IHS.

37. TOM is informed and believes and based thereon alleges that the damages he has suffered are a direct and proximate result of violations of NRS 624.270 by IHS.

38. In light of IHS's violations of Chapter 624 of the Nevada Revised Statutes, TOM is entitled to recover against the license bond issued by OLD REPUBLIC.

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 250
Las Vegas, Nevada 89119
Tel. 702 233-4225

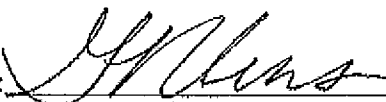
WHEREFORE, Plaintiff prays for relief as follows:

1. For the principal sum in an amount in excess of \$10,000.00 together with interest thereon;
2. For declaratory relief;
2. For reasonable attorneys' fees and costs, and;
3. For such other and further relief as this Court deems just and proper.

DATED: September 27, 2013.

PEZZILLO LLOYD

By:


George E. Robinson, Esq.
Nevada Bar No. 9667
6725 Via Austi Pkwy, Suite 290
Las Vegas, Nevada 89119
Attorneys for TOM

CERTIFICATE OF MAILING

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on September 27, 2013, a copy of the ANSWER AND COUNTERCLAIM AND THIRD PARTY COMPLAINT OF TIMOTHY TOM was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

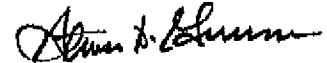
Leon F. Mead, II
Snell & Wilmer, LLP.
3883 Howard Hughes Pkwy., Suite 1100
Las Vegas, NV 89169
Fax: 702-784-5252


An employee of PEZZILLO LLOYD

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel: 702-233-4225

EXHIBIT 3

Electronically Filed
04/25/2013 02:01:09 PM



CLERK OF THE COURT

1 **COMP**
2 Leon F. Mead II, Esq.
3 Nevada Bar No. 5719
4 **SNELL & WILMER LLP.**
5 3883 Howard Hughes Parkway, Suite 1100
6 Las Vegas, NV 89169
7 Telephone: (702) 784-5200
8 Facsimile: (702) 784-5252

9 *Attorneys for Plaintiff*
10 **INNOVATIVE HOME SYSTEMS LLC**

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

A-13-680766-C

13 **INNOVATIVE HOME SYSTEMS LLC, a**
14 **Nevada limited liability company,**

15 **Plaintiff,**

16 **vs.**

17 **TIMOTHY TOM, an individual; and DOES I**
18 **through X, inclusive,**

19 **Defendants.**

CASE NO.
DEPT. NO. X I V

COMPLAINT

**EXEMPT FROM ARBITRATION;
INVOLVES TITLE TO REAL
PROPERTY AND SEEKS
DECLARATORY RELIEF.**

20 Plaintiff INNOVATIVE HOME SYSTEMS LLC, ("IHS"), a Nevada limited liability
21 company, by and through its counsel, the law firm of Snell & Wilmer LLP, complains and alleges
22 against the above-named Defendants as follows:

23 1. IHS is a limited liability company, organized and existing under the law of the
24 State of Nevada, authorized to do business in Clark County, Nevada, as a licensed contractor by
25 the Nevada State Contractors Board. In performing the acts underlying this complaint, IHS was
26 either operating under its contractor's license or was providing materials and equipment or
27 performing work and services that did not require a contractor's license to perform under Nevada
28

Snell & Wilmer
LLP

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 784-5200

Snell & Wilmer

LAW OFFICES
3363 BOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 734-2500

1 law.

2 2. Upon information and belief, TIMOTHY TOM, is an individual and the owner of
3 real property in Clark County, Nevada located at 1840 Claudine Drive, Las Vegas, Nevada, APN
4 140-23-715-008 (the "Property").

5 3. Upon information and belief, Does I through X, inclusive, are individuals and/or
6 entities, who are in existence and are directly, jointly and/or severally liable to IHS for the matters
7 set forth herein. IHS believes said Defendants are individuals and/or entities that are responsible
8 for payment of the sums set forth herein or claim an interest in some or all of the real property
9 described herein, including but not limited to, ownership interest, leasehold interest, financial
10 stake or priority claim, which may be affected by this action. The exact names and/or entities of
11 the said unknown Defendants are presently unknown to IHS, who therefore sues the unknown
12 Defendants using fictitious names. At the time IHS discovers the true names and/or identities of
13 said unknown Defendants, IHS will supplement and/or move to amend this Complaint to identify
14 them by their true names and/or identities.

15 4. On or about April 2, 2012, IHS entered into a contract ("Contract") with
16 Defendants under which IHS was to provide, install and program home automation, audio, visual
17 and security equipment (the "Work") on the Project. A number of change orders were made by
18 Defendants, which were confirmed in writing by IHS.

19 5. In exchange for the Work, Defendants were to pay the sum of \$78,723.23.

20 6. IHS completed its work in accordance with the Contract, or was excused from
21 final performance of the Work by Defendants material breach of the Contract.

22 7. Defendants made partial payments during the Project as the Work progressed,
23 establishing a course of dealing between the parties which governed the transaction between
24 them. Defendants paid the sum of \$60,999.30, leaving a final balance due and owing on the
25
26
27
28

Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES BLVD., SUITE 1100
LAS VEGAS, NEVADA 89159
(702) 462-2200

1 Project and under the Contract of \$22,294.68.

2 8. Defendants falsely claimed numerous issues of additional work, which were never
3 part of the Contract scope of the Work, and upon IHS' objection thereto, refused in bad faith to
4 make any further payment despite the Work being completed. In addition, IHS is informed and
5 believes and based thereon alleges that Defendants made false and defamatory allegations and
6 complaints to the Nevada Contractor's License Board that 1) IHS abandoned the Project and the
7 Contract, 2) that IHS refused to perform any further work and to complete the Project unless it
8 was paid in full under the Contract; 3) IHS failed to perform its work in a good a workmanlike
9 manner, and that 4) IHS was unlicensed to perform its work. IHS is informed and believes and
10 based thereon alleges that Defendants knew such allegations to be false when made, and were
11 nevertheless made with the intent to injure IHS in its reputation, business dealings, and to obtain
12 the assistance of the State in obtaining Work or Services without compensation and in violation of
13 the Contract.
14
15

16 FIRST CLAIM FOR RELIEF

17 (Breach of Contract)

18 9. IHS repeats the allegations of paragraphs 1 through 7 as if set forth in full.

19 10. The Contract is a valid and enforceable contract. The Contract requires payment
20 by Defendants and the amount of \$22,294.68 remains due and unpaid.

21 11. IHS has made demand on Defendants for payment of the remaining amount due
22 and owing, but Defendants have failed to pay.

23 12. Defendants refusal to pay constitutes a material breach of the Contract.

24 13. Said breach has damaged IHS in the amount of \$22,294.68, plus interest at the
25 maximum legal rate applicable.

26 14. IHS has satisfied all conditions precedent to payment, or has been excused from
27 performance due to Defendants' material breach of the Contract.
28

Snell & Wilmer

LAW OFFICES
1385 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89166
(702) 744-2000

15. It has been necessary for IHS to retain the undersigned firm of attorney's to resolve this matter and IHS has and will continue to incur legal fees and costs as a result hereof.

SECOND CLAIM FOR RELIEF

(Breach of the Covenant of Good Faith and Fair Dealing as to Defendant Lewis)

16. IHS incorporates the allegations of paragraphs 1 through 15, inclusive, if set forth in full.

17. Implied in every contract governed by Nevada law, including the Contract, is a covenant of good faith and fair dealing in the performance of the terms of that contract by the Parties towards each other, and that neither party will deliberately contravene the intent and spirit of the contract terms.

18. Defendants in undertaking their actions of asserting as part of the Scope of Work activities which were never agreed upon, refusing to make payments per the course of dealing established between the Parties, deliberately filing claims with the Nevada State Contractor's Board which Defendants know or should have known to be false, and in taking other actions as complained of herein have breached the implied covenant of good faith and fair dealing.

19. As a result of Defendants breach of the covenant of good faith and fair dealing, IHS been damaged in a sum to be determined at trial but in excess of \$10,000.

20. It has been necessary for IHS to retain the undersigned firm of attorney's to resolve this matter and IHS has and will continue to incur legal fees and costs as a result hereof.

THIRD CLAIM FOR RELIEF

(Unjust Enrichment)

21. IHS incorporates the allegations of paragraphs 1 through 3, inclusive, if set forth in full.

22. Between April 2, 2012 and December 31, 2012, IHS supplied materials, equipment, labor and services to Defendants, which Defendants retained and do retain in their possession and derive benefit therefore.

Snell & Wilmer

LAW OFFICES
3001 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 764-5200

23. The reasonable value of said benefits bestowed on Defendants by IHS is equal to or exceeds \$78,723.23. Defendants have only paid IHS \$60,999.30, however, leaving a balance of \$22,294.68 of value which Defendants hold and retain for their benefit and for which IHS has not been compensated.

24. Defendants have therefore been unjustly enriched to IHS's detriment and damage.

FOURTH CLAIM FOR RELIEF

(Foreclosure of Notice of Lien)

25. IHS incorporates the allegations of paragraphs 1 through 15, inclusive, if set forth in full.

26. Pursuant to its Contract with Defendants IHS provided the Work for incorporation into the Property.

27. Defendants paid IHS' progress invoices while the work proceeded.

28. IHS has provided all Work required under the Contract but has not been paid the sum of \$22,294.68, which remains outstanding for Work actually performed.

29. In order to protect its payment security, IHS recorded a Notice of Lien ("Lien") against the Property on February 13, 2013, as Instrument No. 201302130002658, in the Official Records of Clark County, Nevada (a true and correct copy of which is attached hereto as Exhibit "1"), having first served a notice of intent to lien on Defendants January 10, 2013, in full compliance with NRS 108.226(6) (a true and correct copy of which is attached hereto as Exhibit "2").

30. Having a direct contract with Defendants who own the Property, IHS was not required to serve a notice of right to lien under NRS 108.245.

31. IHS served a copy of the Notice of Lien on Defendants as required by NRS 108.227, and has otherwise fully and/or substantially complied with the provisions of NRS 108.221 through 108.246, inclusive, rendering the Lien a valid mechanics lien against the Property.

32. The whole of the Property is reasonably necessary for the convenient use and

Snell & Wilmer

LAW OFFICES
3801 HOWARD HIGHWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 764-4300

1 occupation of the improvements thereon, and therefore is subject to the Lien. Therefore, IHS is
2 entitled to foreclose on the Lien in the amount of \$22,294.68, plus applicable interest, costs and
3 attorneys' fees.

4 33. It has been necessary for IHS to retain the undersigned firm of attorney's to
5 resolve this matter and IHS has and will continue to incur legal fees and costs as a result hereof.

6 **FIFTH CLAIM FOR RELIEF**

7 **(Declaratory Relief)**

8 34. IHS incorporates the allegations of paragraphs 1 through 15, inclusive, if set forth
9 in full.

10 35. A justiciable controversy has arisen between Plaintiff and Defendants, in that
11 Defendants dispute the terms of the Contract and the Scope of Work thereunder, and Defendants
12 have refused to make payment based on the alleged language thereof, as well. As such, a actual
13 dispute between the Parties hereto has arisen which is capable of and requires judicial
14 determination and declaration as to the rights of the parties under the Contract.

15 WHEREFORE, IHS prays for judgment in its favor as follows:

- 16 1. For a declaratory judgment in its favor;
- 17 2. For monetary judgment in an amount exceeding \$10,000 but estimated to be
18 \$22,294.68;
- 19 3. For interest thereon at the maximum legal rate;
- 20 4. For an award of attorneys' fees and costs;
- 21 5. For an order foreclosing the Property and selling the same free and clear of all
22 liens and prior encumbrances, including the interest of Defendants;

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 6. For cost of such foreclosure sale and attorneys' fees incurred therein, and

2 7. For such other and further relief as the Court deems just and proper.

3 DATED this 24th day of April, 2013.

4 SNELL & WINNER LLP

5
6 By:

7 Leon R. Mead II, Esq.
8 Nevada Bar No. 5719
9 3883 Howard Hughes Pkwy., Suite 1100
10 Las Vegas, NV 89169
11 Telephone: (702) 784-5200
12 Facsimile: (702) 784-5252
13 Attorneys for Plaintiff
14 INNOVATIVE HOME SYSTEMS LLC.
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Snell & Winner

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 784-5200

EXHIBIT 1

EXHIBIT 1

After Recording, Return to:
Leon F. Mead II, Esq.
Snell & Wilmer LLP
3883 Howard Hughes Pkwy 11 Fl
Las Vegas, NV 89169

Inst #: 201302130002658
Fees: \$17.00
NIC Fee: \$25.00
02/13/2013 04:07:30 PM
Receipt #: 1496784
Requestor:
SNELL & WILMER LLP
Recorded By: ANI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF LIEN

Assessor Parcel # 140-23-715-008

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

1. The amount of the original contract is: \$ 64,448.94
2. The total amount of all additional or changed work, materials and equipment, if any, is: \$18,845.04
3. The total amount of all payments and credits received to date is: \$ 60,999.30
4. The amount of the lien, after deducting all just credits and offsets, is: \$22,294.68
5. The name of the owner, if known, of the property is: Timothy Tom
6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: Timothy Tom
7. A brief statement of the terms of payment of the lien claimant's contract is: Due Upon Receipt
8. A description of the property to be charged with the lien is: 1840 Claudine Drive, Las Vegas, NV 89156 - APN # 140-23-715-008.

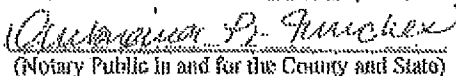
Innovative Home Systems LLC

State of Nevada)
County of Clark)

By:  Jeffrey K. Brown

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

Subscribed and sworn to before me this
13 day of the month of February of the year 2013


(Notary Public in and for the County and State)

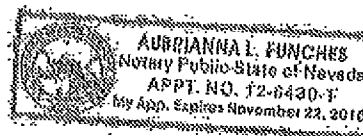


EXHIBIT 2

EXHIBIT 2

NOTICE OF INTENT TO LIEN

Parcel # 140-23-715-008

Rebilled to: Jeffrey Brown
2350 Corporate Ct Ste 2400
Henderson, NV 89154

Inst #: 201301100001767

Fees: \$17.00

N/C Fee: \$0.00

01/10/2013 12:48:10 PM

Receipt #: 1453658

Requestor:

JEFFREY BROWN

Recorded By: MGM Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

To: Timothy Tom
1040 Christine Dr Las Vegas, NV 89156

Please take notice that the undersigned has provided work, materials and/or equipment described as Home Theater, Home Automation

to the residential project located at Bills estate at Las Vegas, NV 89156 for improvement thereof.

The undersigned has not been paid by Timothy Tom

for such work, materials and/or equipment pursuant to its contract.

1. THE AMOUNT OF THE ORIGINAL CONTRACT IS
\$ 78,723.23
2. THE TOTAL AMOUNT OF ALL CHANGES AND ADDITIONS IS
\$ within above
3. THE TOTAL AMOUNT OF ALL PAYMENTS RECEIVED TO DATE IS
\$ 56,489.22
4. THE AMOUNT DUE AND OWING TO THE UNDERSIGNED IS
\$ 22,234.01

Dated: 1/10/13

Jeffrey A. Brown
Undersigned

EXHIBIT 2

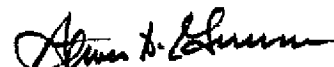
PEZZILLO LLOYD

6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702 233-4225

NOTC

Jennifer R. Lloyd, Esq.
Nevada Bar No. 9617
George E. Robinson, Esq.
Nevada Bar No. 9667
PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel: 702 233-4225
Attorneys for Timothy Tom

Electronically Filed
Jul 07 2014 09:54 a.m.
Tracie K. Lindenman
Clerk of Supreme Court



CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

INNOVATIVE HOME SYSTEMS, LLC., a
Nevada limited liability company,

Plaintiff,

v.

TIMOTHY TOM, an individual; and DOES I
through X, inclusive,

Defendants.

CASE NO.: A-13-680766-C
DEPT.: XIV

NOTICE OF APPEAL

///

///

///

1 Notice is hereby given that Defendant, TIMOTHY TOM, through his counsel, Pezzillo Lloyd,
2 hereby appeals to the Supreme Court of Nevada from the Eighth Judicial District Court's Order on
3 Plaintiff's Motion for Award of Interest, Costs and Attorneys' Fees noticed on June 30, 2014.

4
5 DATED: July 1, 2014

PEZZILLO LLOYD

6
7
8 By: 

Jennifer R. Lloyd, Esq.
Nevada Bar No. 9617
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702 233-4225

1 CERTIFICATE OF MAILING

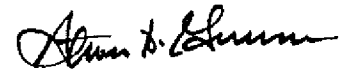
2 I hereby certify that on July 1, 2014, a true and correct copy of the foregoing document,
3 **NOTICE OF APPEAL**, was served by placing a copy in a sealed envelope, First-class postage fully
4 prepaid thereon, and depositing said envelope in the U. S. Mail at Las Vegas, Nevada, addressed as
5 follows:
6

7 Leon F. Mead, II
8 Snell & Wilmer, LLP.
9 3883 Howard Hughes Pkwy., Suite 1100
10 Las Vegas, NV 89169
11 Fax: 702-784-5252

12
13
14 An employee of PEZZILLO LLOYD
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada 89119
Tel. 702 233-4225

EXHIBIT 1



CLERK OF THE COURT

1 Leon F. Mead II, Esq.
Nevada Bar No. 5719
2 Bryan M. Gragg, Esq.
Nevada Bar No. 13134
3 SNELL & WILMER LLP
3883 Howard Hughes Parkway, Suite 1100
4 Las Vegas, NV 89169
Telephone: (702) 784-5200
5 Facsimile: (702) 784-5252

6 *Attorneys for Plaintiff*
7 *INNOVATIVE HOME SYSTEMS LLC*

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10
11 ~~INNOVATIVE HOME SYSTEMS LLC, a~~
Nevada limited liability company,

12 Plaintiff,

13 vs.

14 TIMOTHY TOM, an individual; and DOES I
15 through X, inclusive,

16 Defendants.

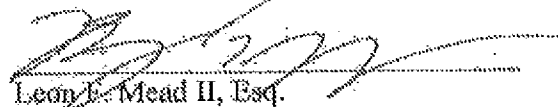
CASE NO. A-13-680766-C
DEPT. NO. XIV

NOTICE OF ENTRY OF ORDER
ON PLAINTIFF'S MOTION FOR
AWARD OF INTEREST COST
AND ATTORNEYS' FEES

17
18
19
20 PLEASE TAKE NOTICE that the Order on Plaintiff's Motion for Award of Interest Costs
21 and Attorneys' Fees was entered on June 30, 2014, a copy of said Order is attached hereto.

22 Dated: this 30th day of June, 2014,

SNELL & WILMER LLP

23
24 
Leon F. Mead II, Esq.

Bryan M. Gragg, Esq.

3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169

Attorneys for Innovative Home Systems LLC

Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 784-5200

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On September 10, 2013, I caused to be served a true and correct copy of the foregoing documents **NOTICE OF ENTRY OF ORDER ON FINDINGS OF FACT AND CONCLUSIONS OF LAW AND DECISION ON PLAINTIFF'S MOTION TO DISMISS AND MOTION FOR SUMMARY JUDGMENT** by the method indicated:

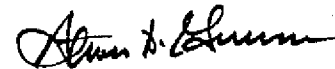
 X by U. S. Mail
 by Facsimile Transmission
 X by E-mail (courtesy copy)
 X ~~by Clark County Courts Wiznet electronic service~~

Jennifer Robinson-Pezzillo
George Robinson
Pezzillo Lloyd
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119

Dated: this 30th day June, 2014.



An Employee of SNELL & WILMER LLP



CLERK OF THE COURT

1 Leon F. Mead II, Esq.
2 Nevada Bar No. 5719
3 SNELL & WILMER LLP
3883 Howard Hughes Parkway, Suite 1100
4 Las Vegas, NV 89169
Telephone: (702) 784-5200
Facsimile: (702) 784-5252

5 *Attorneys for Plaintiff*
6 *INNOVATIVE HOME SYSTEMS LLC*

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA
9

10 INNOVATIVE HOME SYSTEMS LLC, a
11 Nevada limited liability company,

12 Plaintiff,

13 vs.

14 TIMOTHY TOM, an individual; and DOES I
15 through X, inclusive,

16 Defendants.
17
18

CASE NO. A-13-680766-C
DEPT. NO. XIV

**[PROPOSED] ORDER ON
PLAINTIFF'S MOTION FOR
AWARD OF INTEREST COSTS
AND ATTORNEYS' FEES**

19 THIS MATTER having come for hearing on May 15, 2014 and, THE COURT, having
20 considered the pleadings of the parties and the argument of counsel, hereby makes the following
21 orders:

22 1. The motion of Plaintiff INNOVATIVE HOME SYSTEMS LLC ("IHS") for an
23 award of costs in the amount of \$1,144.37 was unopposed by Defendant TIMOTHY TOM
24 ("TOM"), and having considered the request the Court finds the amounts appropriate and hereby
25 GRANTS Plaintiff IHS' motion for costs in the sum of \$1,144.37, under NRS 18.020 and NRS
26 108.237;
27
28

Snell & Wilmer
LLP

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89168
(702) 784-5200

2. Having evaluated the offer of judgment served by Defendant TOM upon Plaintiff IHS in the amount of \$23,647.74 *inclusive* of interest, attorneys' fees and costs, against the judgment entered in favor of IHS against TOM in the amount of \$23,647.74 *plus* \$1,144.37 in costs for a total of \$24,792.11, the Court finds pursuant to NRS 17.115 and NRCP Rule 68 Plaintiff IHS obtained a more favorable judgment. Therefore, the Court DENIES the counter-motion of Defendant TOM for an award of attorneys' fees;

3. Having considered the motion of Plaintiff IHS for attorneys' fees pursuant to NRS 108.237(1) and NRS 18.010(2)(b), the Court GRANTS the motion and awards IHS attorneys' fees. In considering the amount of such attorneys' fees, however, the Court DENIES IHS' motion

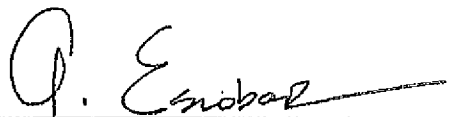
~~for the amount requested in the motion and retaxes reasonable attorneys' fees, as follows: thirty~~
(30) hours at \$495.00 per hour in the amount of \$14,850.00 and eighty-two (82) hours at \$250.00 per hour in the amount of \$20,500.00 for a total amount of \$35,350.00;

4. Having considered the request for interest, the Court GRANTS the request for prejudgment interest on the principal amount of the judgment from December 12, 2012 at the rate of 7.25% pursuant to NRS 108.237(2)(b).

5. The Clerk shall issue judgment in favor of IHS and against TOM consistent with the findings herein and in the Court's previous order granting summary judgment, forthwith.

IT IS SO ORDERED

Dated: 27 June, 2014



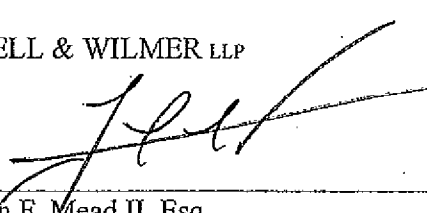
Judge of the District Court

Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 784-5200

1 Respectfully submitted,

2
3 SNELL & WILMER LLP

4 
5
6 Leon F. Mead II, Esq.
7 Nevada Bar No. 5719
8 3883 Howard Hughes Parkway, Suite 1100
9 Las Vegas, NV 89169
10 *Attorneys for Innovative Home Systems LLC*

11 Approved as to form and content

12 PEZZILLO LLOYD

13 ***** REFUSED *****

14 George Robinson, Esq.
15 Nevada Bar No. 9667
16 6725 Via Austi Parkway, Suite 290
17 Las Vegas, NV 89119
18 *Attorneys for Timothy Tom*
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

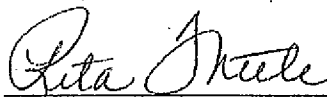
I, the undersigned, declare under penalty of perjury, and I am over the age of eighteen (18), and I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing **[PROPOSED] ORDER ON PLAINTIFF'S MOTION FOR AWARD OF INTEREST COSTS AND ATTORNEYS' FEES** by the method indicated:

☒ U.S. Mail
☐ U.S. Certified Mail
☐ Hand Delivery
☒ Electronic Process

And addressed to the following:

Jennifer R. Lloyd, Esq.
George E. Robinson, Esq.
PEZZILLO LLOYD
6725 Via Austi Parkway, Suite 290
Las Vegas, NV 89119
Attorneys for Defendant

Dated: June 13, 2014.


An Employee of Snell & Wilmer

Jennifer R. Lloyd, Esq.
Nevada Bar No. 9617
George E. Robinson, Esq.
Nevada Bar No. 9667
PEZZILLO LLOYD
6725 Via Austi Pkwy, Suite 290
Las Vegas, Nevada 89119
(702) 233-4225
Fax: (702) 233-4252
jlloyd@pezzillolloyd.com
grobinson@pezzillolloyd.com

Electronically Filed
Aug 12 2014 04:15 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

TIMOTHY TOM,

Supreme Court No. 66006

Appellant,

v.

**DOCKETING STATEMENT -
CIVIL APPEAL**

INNOVATIVE HOME SYSTEMS, LLC.,
a Nevada limited liability company,

Respondent.

1. Judicial District: Eighth
Department: XIV
County: Clark
Judge: Honorable Adriana Escobar
District Court Docket No.: A-13-680766-C
2. Attorney filing this Docket Statement:
George E. Robinson, Esq.
Pezzillo Lloyd
6725 Via Austi Parkway, Suite 290
Las Vegas, Nevada, 89119
Tel: 702 233-4225
Client: Timothy Tom

- 1 3. Attorney representing respondents:
2 Leon Mead, Esq.
3 Snell & Wilmer
4 3883 Howard Hughes Pkwy., Ste. 1100
5 Las Vegas, NV 89169
6 Tel: 702-784-5239
7 Client: Innovative Home Systems
- 8 4. Nature of disposition below:
9 Motion for Attorney's Fees granted after Motion for Summary Judgment granted
10 in favor of Innovative Home Systems ("IHS"). Motion to Dismiss Counterclaim
11 granted in favor of IHS.
- 12 5. Does this appeal raise issues concerning any of the following - Child custody;
13 venue; adoption; termination of parental rights; grant/denial of injunction or
14 TRO; juvenile matters:
15 No.
- 16 6. Pending and prior proceedings in this court:
17 Appeal of Motion for Summary Judgment and Motion to Dismiss Counterclaim
18 granted in favor of IHS. Case Number 65419.
- 19 7. Pending and prior proceedings in other courts:
20 None.
- 21 8. Nature of the action.
22 Respondent filed action in trial court alleging Breach of Contract, Breach of
23 Covenant of Good Faith and Fair Dealing, Unjust Enrichment, Foreclosure of
24 Lien, and Declaratory Relief. Appellant counter-claimed for Breach of Contract,
25 Breach of the Covenant of Good Faith and Fair Dealing, Unjust Enrichment,
26 Slander of Title and Declaratory Relief. Appellant initiated Third Party claims
27 against the surety for a contractor's license bond. The trial court denied
28 Appellant's Motion to Dismiss Respondent's Complaint and Respondent's
Motion for Summary Judgment, then a few months later the trial court granted a
renewed Motion for Summary Judgment and Motion to Dismiss Appellant's
Counterclaim. After prevailing on the substantive Motions, the Court granted

attorney's fees to IHS. This appeal is taken from the Order granting Attorney's Fees.

9. Issues on appeal.

- Whether the trial court erred in granting IHS' Motion for Attorney's Fees as Tom had served an Offer of Judgment for the full amount of the mechanic's lien prior to the trial court granting summary judgment.

-Whether the trial court erred in granting IHS' Motion for Attorney's Fees because the trial court should not have awarded fees for defense of the Nevada State Contractor's Board action.

-Whether the trial court erred in granting IHS' Motion for Attorney's Fees as the fees awarded were not reasonable pursuant to the factors established by the Nevada Supreme Court in *Brunzell*.

- Whether the trial court erred in granting IHS' Motion for Attorney's Fees as the hours and hourly rate of the fees awarded are arbitrary.

10. Pending proceedings in this court raising the same or similar issues.
None known.

11. Constitutional issues.
None.

12. Other issues.
None.

13. Trial.
Not applicable.

14. Judicial disqualification.
No.

15. Date of entry of written judgment or order appealed from.
June 30, 2014, see exhibit 1.

16. Date written notice of entry of judgment or order served.
June 30, 2014, see exhibit 1. Served via mail.
17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59).
Not applicable.
18. Date notice of appeal was filed.
July 1, 2014, see exhibit 2.
19. Specify statute or rule governing the time limit for filing the notice of appeal.
NRAP 4(a).
20. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:
NRAP 3A(b)(1)
21. List all parties involved in the action in the district court.
IHS and Timothy Tom
22. Give a brief description of each party's separate claims, counterclaims, cross-claims or third-party claims, and the date of formal disposition of each claim. Attach a copy of each disposition.

Respondent filed action in trial court alleging Breach of Contract, Breach of Covenant of Good Faith and Fair Dealing, Unjust Enrichment, Foreclosure of Lien, and Declaratory Relief. Appellant counter-claimed for Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing, Unjust Enrichment, Slander of Title and Declaratory Relief. Appellant initiated Third Party claims against the surety for a contractor's license bond. The trial court denied Appellant's Motion to Dismiss Respondent's Complaint and Respondent's Motion for Summary Judgment, then a few months later the trial court granted a renewed Motion for Summary Judgment and Motion to Dismiss Appellant's Counterclaim. Order granting Motion for Summary Judgment is the subject of a current appeal, case no. 65419. This appeal is from the subsequent order granting Attorney's Fees. See Exhibit 1.
23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action below.

1 Yes.

2 24. If you answered "No" to any part of question 23, complete the following:

3 (a) Specify the claims remaining below: N/A

4 (b) Specify the parties remaining below: N/A

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

7 Yes.

8 (d) Did the district court make an express determination, pursuant to NRCP
9 54(b), that there is no just reason for delay and an express direction for the entry
10 of judgment?

11 No.

12 25. If you answered "No" to any part of question 24, explain the basis for seeking
13 appellate review.

14 N/A

15 26. Attach copies of the last-filed version of all complaints, counterclaims, and/or
16 cross-claims filed in the district court.

17 Please see Exhibits 3 and 4 respectively.
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

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

Clark County, Nevada

Dated: August 12, 2014

PEZZILLO LLOYD

By: 

George E. Robinson, Esq.

Nevada Bar No. 9667

6725 Via Austi Parkway, Suite 290

Las Vegas, Nevada 89119

Tel: 702-233-4225

Attorneys for Appellant, Timothy Tom

CERTIFICATE OF SERVICE

The undersigned, an employee of the law firm of PEZZILLO LLOYD, hereby certifies that on August 12, 2014, a true and correct copy of the foregoing document, DOCKETING STATEMENT, was served by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope(s) addressed to:

Leon F. Mead, II
Snell & Wilmer, LLP.
3883 Howard Hughes Pkwy., Suite 1100
Las Vegas, NV 89169


An employee of PEZZILLO LLOYD