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**DISTRICT COURT
CLARK COUNTY, NEVADA**

JANETTE BYRNE, as Trustee of the UOFM
TRUST,

Plaintiff,

vs.

CASE NO.: A-16-742143-D

Dept. No.: XXXI

PLAINTIFF'S NOTICE OF APPEAL

SUNRIDGE BUILDERS, INC., a Nevada
Corporation; LANDS WEST BUILDERS, INC., a
Nevada Corporation; AVANTI PRODUCTS, LLC,
a Nevada Limited Liability Company; BRYANT
MASONRY, LLC, a Nevada Limited Liability
Company; BSH HOME APPLIANCES
CORPORATION, a Delaware Corporation;
CIRCLE S DEVELOPMENT DBA DECK

SYSTEMS NEVADA, a Nevada Corporation;

DMK CONCRETE, INC., a Nevada Corporation;
4M CORP., a Nevada Corporation; GENERAL
ELECTRIC COMPANY, a Nevada Corporation;
GREEN PLANET LANDSCAPING, LLC, a
Nevada Limited Liability Company; IVIE
MECHANICAL INC., a Nevada Corporation;
J.C.W. CONCRETE, INC., a Nevada Corporation;
KARL HENRY LINSENBARDT dba
SIGNATURE DOOR & TRIM; LIFEGUARD
POOL MAINT. dba LIFEGUARD POOLS, a
Nevada Corporation; MOUNTAIN WEST
ELECTRIC, a Nevada Corporation; PRESTIGE
ROOFING, INC., a Nevada Corporation;
PYRAMID PLUMBING, a Nevada Corporation;
RIVERA FRAMING INC. DBA RIVERA
FRAMERS, a Nevada Corporation; S&L
ROOFING, INC., a Colorado Corporation; SPRAY
PRODUCT APPLICATIONS, LLC, a Nevada
Limited Liability Company; TRIM TIME LLC dba
BLITZ CONSTRUCTION, a Nevada Limited
Liability Company; WINDOW INSTALLATION
SPECIALISTS, LLC, a Nevada Limited Liability
Company; DOES 20 through 100; DESIGN
PROFESSIONAL DOES 101 through 150, and/or
SUPPLIER ROES 2 through 50 inclusive,

Defendants.

SUNRIDGE BUILDERS, INC., a Nevada
Corporation,

Cross-Claimant,

vs.

BRYANT MASONRY. LLC, a Nevada Limited
Liability Company; 4M CORP., a Nevada
Corporation; BSH HOME APPLIANCES
CORPORATION, a Delaware Corporation;
CIRCLE S DEVELOPMENT DBA DECK
SYSTEMS OF NEVADA, a Nevada Corporation;
DMK CONCRETE, INC., a Nevada Corporation;
GENERAL ELECTRIC COMPANY, a Foreign
Corporation; GREEN PLANET LANDSCAPING,

1 LLC, a Nevada Limited Liability Company; IVIE
2 MECHANICAL, INC., a Nevada Corporation;
3 J.C.W. CONCRETE, INC., a Nevada corporation;
4 LIFEGUARD POOL MAINTENANCE dba
5 LIFEGUARD POOLS, a Nevada Corporation;
6 MOUNTAIN WEST ELECTRIC, a Nevada
7 Corporation; PYRAMID PLUMBING, INC.,
8 Nevada Corporation; RIVERA FRAMING INC., a
9 Nevada Corporation; S&L ROOFING, INC., a
10 Nevada Corporation; SPRAY PRODUCT
11 APPLICATIONS, LLC, Nevada Limited Liability
12 Company; WINDOW INSTALLATION
13 SPECIALISTS, LLC. a Nevada Limited Liability
14 Company, and MOES 1 through 100 and ZOE
15 CORPORATIONS 1 through 100, inclusive,

16 Cross-Defendants.

17
18 SUNRIDGE BUILDERS, INC., a Nevada
19 Corporation,

20 Third-Party Plaintiff,

21 vs.

22 BRANDON IRON, INC., a Nevada Corporation;
23 EARTHCORE INDUSTRIES, LLC, a Nevada
24 Limited Liability Company; HARDY CABINETS
25 INC., dba ARTESIA CABINETS, a Nevada
26 Corporation; J.C.W. CONCRETE, INC., a Nevada
27 Corporation; JD STAIRS, INC., a Nevada
28 Corporation; PIECE OF THE ROCK, a Nevada
Corporation; WHITE FEATHER DRYWALL &
PAINT, an Unknown Business Entity; and MOES
101 through 150 and ZOE CORPORATIONS 101
through 150, inclusive,

Third-Party Defendants.

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DATED this 7th day of December, 2018

SPRINGEL & FINK LLP

By:

Nevada Bar No. 10791

Nevada Bar No. 11902

Las Vegas, Nevada 89144

JANETTE BYRNE, as Trustee of the

UOFM TRUST

CERTIFICATE OF SERVICE
Byrne v. Sunridge Builders, et al.
Case No. A-16-742143-D

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Helena Linakis, declare as follows:

I am a resident of and employed in Clark County, Nevada. I am over the age of eighteen years and not a party to the within action. My business address is 10655 Park Run Drive, Suite 275, Las Vegas, Nevada 89144.

On **December 11, 2018**, I served the foregoing document described as ***PLAINTIFF'S NOTICE OF APPEAL***, on the parties/counsel to this case, as follows:

 X **VIA ELECTRONIC SERVICE:** by submitting the foregoing to the Court's E-filing System for Electronic Service upon the Court's Service List pursuant to EDCR 8. The copy of the document electronically served bears a notation of the date and time of service. The original document will be maintained with the document(s) served and be made available, upon reasonable notice, for inspection by counsel or the Court. The foregoing document was served as follows:

SEE THE ATTACHED SERVICE LIST

 VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the U.S. mail at Las Vegas, NV; being "readily familiar" with the firm's practice of collection and processing correspondence by mailing, and under that practice it would be deposited with the U.S. postal service on that same day with postage fully prepaid thereon at Las Vegas, Nevada in the ordinary course of business, addressed as follows:

I declare under penalty of perjury that the foregoing is true and correct.

By: /s/ Helena Linakis
An Employee of SPRINGEL & FINK LLP

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Case No. A-16-742143-D

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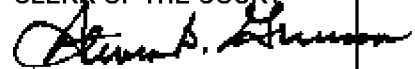
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EXHIBIT 1



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13 *Attorneys for Defendant*
14 **LANDS WEST BUILDERS, INC**

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 JANETTE BYRNE, as Trustee of the UOFM
18 TRUST,

19 Plaintiff,

20 vs.

21 SUNRIDGE BUILDERS, INC., a Nevada
22 Corporation; LANDS WEST BUILDERS, INC., a
23 Nevada Corporation; AVANTI PRODUCTS, LLC, a
24 Nevada Limited Liability Company; BRYANT
25 MASONRY, LLC, a Nevada Limited Liability
26 Company; BSH HOME APPLIANCES
27 CORPORATION, a Delaware Corporation; CIRCLE
28 S DEVELOPMENT dba DECK SYSTEMS
NEVADA, a Nevada Corporation; DMK
CONCRETE, INC., a Nevada Corporation; 4M
CORP., a Nevada Corporation; GENERAL
ELECTRIC COMPANY, a Nevada Corporation;
GREEN PLANET LANDSCAPING, LLC, a Nevada
Limited Liability Company; IVIE MECHANICAL
INC., a Nevada Corporation; J.C.W. CONCRETE,
INC., a Nevada Corporation; KARL HENRY
LINSENBARDT dba SIGNATURE DOOR &
TRIM; LIFEGUARD POOL MAINT. dba
LIFEGUARD POOLS, a Nevada Corporation;
MOUNTAIN WEST ELECTRIC, a Nevada
Corporation; PRESTIGE ROOFING, INC., a Nevada
Corporation; PYRAMID PLUMBING, a Nevada
Corporation; RIVERA FRAMING INC. dba
RIVERA FRAMERS, a Nevada Corporation; S&L
ROOFING, INC., a Colorado Corporation; SPRAY
PRODUCT APPLICATIONS, LLC, a Nevada
Limited Liability Company; TRIM TIME LLC dba
BLITZ CONSTRUCTION, a Nevada Limited

) CASE NO. A-16-742143-D
) DEPT. NO.: XVI

) **NOTICE OF ENTRY OF NUNC**
) **PRO TUNC ORDER GRANTING**
) **LANDS WEST BUILDERS, INC.'S,**
) **JOINING PARTIES', AND**
) **SUNRIDGE BUILDERS, INC.'S**
) **JOINT MOTION FOR SUMMARY**
) **JUDGMENT PURSUANT TO NRS**
) **11.202(1)**

1 Liability Company; WINDOW INSTALLATION)
SPECIALISTS, LLC, a Nevada Limited Liability)
2 Company; DOES 20 through 100; DESIGN)
PROFESSIONAL DOES 101 through 150, and/or)
3 SUPPLIER ROES 2 through 50 inclusive,)

4 Defendants.)

5 SUNRIDGE BUILDERS, INC., a Nevada)
Corporation,)

6 Cross-Claimant,)

7 vs.)

8 BRYANT MASONRY, LLC, a Nevada Limited)
Liability Company; 4M CORP., a Nevada)
9 Corporation; BSH HOME APPLIANCES)
CORPORATION; a Delaware Corporation; CIRCLE)
10 S DEVELOPMENT dba DECK SYSTEMS OF)
NEVADA, a Nevada Corporation; DMK)
11 CONCRETE, INC., a Nevada Corporation;)
GENERAL ELECTRIC COMPANY, a Foreign)
12 Corporation; GREEN PLANET LANDSCAPING)
LLC, a Nevada Limited Liability Company; IVIE)
13 MECHANICAL, INC., a Nevada Corporation;)
J.C.W. CONCRETE, INC., a Nevada corporation;)
14 LIFEGUARD POOL MAINTENANCE dba)
LIFEGUARD POOLS, a Nevada Corporation;)
15 MOUNTAIN WEST ELECTRIC, a Nevada)
Corporation; PYRAMID PLUMBING, INC., Nevada)
16 Corporation; RIVERA FRAMING INC., a Nevada)
Corporation; SPRAY PRODUCT APPLICATIONS,)
17 LLC, Nevada Limited Liability Company;)
WINDOW INSTALLATION SPECIALISTS, LLC,)
18 a Nevada Limited Liability Company, and MOES 1)
19 through 100 and ZOE CORPORATIONS 1 through)
100, inclusive,)

20 Cross-Defendants.)

21 SUNRIDGE BUILDERS, INC., a Nevada)
Corporation,)

22 Third-Party Plaintiff,)

23 vs.)

24 BRANDON IRON, INC., a Nevada Corporation;)
25 EARTHCORE INDUSTRIES, LLC, a Nevada)
Limited Liability Company; HARDY CABINETS)
26 INC., dba ARTESIA CABINETS, a Nevada)
Corporation; J.C.W. CONCRETE, INC., a Nevada)
27 Corporation; JD STAIRS, INC., a Nevada)
Corporation; PIECE OF THE ROCK, a Nevada)
28 Corporation; WHITE FEATHER DRYWALL &)

Gordon Rees Scully Mansukhani, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

1 PAINT, an Unknown Business Entity; and MOES)
2 101 through 150 and ZOE CORPORATIONS 101)
3 through 150 inclusive,)
4 Third-Party Defendants.)

5 **NOTICE OF ENTRY OF NUNC PRO TUNC ORDER GRANTING LANDS WEST**
6 **BUILDERS, INC.'S, JOINING PARTIES', AND SUNRIDGE BUILDERS, INC.'S JOINT**
7 **MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1)**

8 PLEASE TAKE NOTICE that a Nunc Pro Tunc Order Granting Lands West Builders,
9 Inc.'s, Joining Parties', and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment
10 Pursuant to NRS 11.202(1) was entered on the 14th day of December, 2017. A copy of said Nunc
11 Pro Tunc Order is attached hereto as **Exhibit A**.

12 Dated: December 14, 2017.

GORDON REES SCULLY
MANSUKHANI, LLP

By: /s/ Brian K. Walters
ROBERT E. SCHUMACHER, ESQ.
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BRIAN K. WALTERS, ESQ.
Nevada Bar No. 9711
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

Attorneys for Defendant
LANDS WEST BUILDERS, INC

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), Administrative Order 14-2 effective June 1, 2014, and N.E.F.C.R. Rule 9, I certify that I am an employee of GORDON REES SCULLY MANSUKHANI, LLP and that on this 14th day of December, 2017, I did cause a true and correct copy of **NOTICE OF ENTRY OF NUNC PRO TUNC ORDER GRANTING LANDS WEST BUILDERS, INC.'S, JOINING PARTIES', AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1))** to be served via the Court's electronic filing service upon the parties on the Court's service list for the above-referenced case.

/s/ Chelsey Holland

An employee of GORDON REES SCULLY
MANSUKHANI, LLP

EXHIBIT A



1 **ORDR**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4 JANETTE BYRNE, as Trustee of the UOFM
5 TRUST,

6 Plaintiff,

7 vs.

8 SUNRIDGE BUILDERS, INC., et al.,

9 Defendants.

Case No.: A-16-742143-D
Dept. No.: II

Date of Hearing: October 18, 2017

**NUNC PRO TUNC ORDER
GRANTING LANDS WEST
BUILDERS, INC.'S, JOINING
PARTIES', AND SUNRIDGE
BUILDERS, INC.'S JOINT MOTION
FOR SUMMARY JUDGMENT
PURSUANT TO NRS 11.202(1)**

10 **INTRODUCTION**

11 This is a construction defect action in which the contractors contend that Janette
12 Byrne, as Trustee of the UOFM Trust's (hereinafter "claimant," "plaintiff," or "Byrne")
13 claims are barred by the applicable statute of repose. The Court agrees that claimant's claim is
14 barred by the new six-year statute of repose, retroactively applied as the enacting bill requires,
15 after giving claimant the benefit of the so-called one-year "grace period." The claimant was
16 required to file her Complaint by February 26, 2016. Claimant did not file her Complaint until
17 August 22, 2016. There is no genuine issue of material fact that claimant's Complaint is
18 barred by the statute of repose. Accordingly, summary judgment is granted in favor of Lands
19 West Builders, Inc. and Sunridge Builders, Inc. (collectively "Contractors" herein) and against
20 Plaintiff.

21 **UNDISPUTED FACTS**

22 This is a single family home construction defect action initiated under NRS 40.600 by
23 Plaintiff. The subject residence is located at 578 Lairmont Place in Henderson, Nevada
24 ("Residence"). The Residence is a six bedroom, 11,255 square foot custom home located
25 within McDonald Highlands, a guard-gated golf course community.

26 Plaintiff is not the original owner of the Residence. In or about early 2007, the original
27 owners, Charles and Erin Catledge, hired TyCorp Development, Inc. to serve as the general
28

Richard F. Scotti
District Judge

Department Two
Las Vegas, NV 89155

1 contractor for the construction of the Residence. In or about July of 2007, Defendant Sunridge
2 Builders, Inc. replaced TyCorp Development, Inc. as the general contractor. Construction of
3 the Residence commenced shortly thereafter.

4 Substantial Completion was achieved on May 26, 2009.

5 In 2015 the Nevada Legislature adopted AB 125, with an effective date of
6 February 24, 2015, reducing the statute of repose for construction defects to six years.

7 The claimant presented her Chapter 40 notice of construction defects on December 2,
8 2015. Claimant commenced her action by filing her Complaint on August 22, 2016.

9 **APPLICATION OF THE NEW STATUTE OF REPOSE**

10 In 2015 the Nevada Legislature by AB 125 reduced the statute of repose from ten (10),
11 eight (8), and six (6) years, for known, latent, and patent deficiencies, to six (6) years for all
12 actions for damages. The six (6) year period begins to run from the date of substantial
13 completion of a work of improvement.

14 The legislative history of AB 125 expressed in the actual bill, § 21, sub. 5, (although
15 not in the statute itself), mandates that the new six (6) year statute of repose be applied
16 retroactively. The Nevada Legislature provided a grace period of one year to protect
17 claimants who would otherwise lose their rights by retroactive application.

18 As explained below, Plaintiff in this action failed to commence her action within this
19 grace period. Accordingly her claims are barred.

20 Contractors achieved substantial completion on May 26, 2009. Under the most lenient
21 statute of repose of NRS 11.203(1) (ten years), claimant would have been required to file her
22 Complaint by May 26, 2019. But AB 126 reduced that time period to six years: in this case
23 meaning May 26, 2015. Claimant filed her Complaint on August 22, 2016 – thirteen months
24 after the expiration of the six-year period.

25 The retroactive application would have had the effect of barring claimant's claim. The
26 so-called "grace period" gave claimant more time to avoid this harsh result. The "grace
27 period" built into the statute reads, in pertinent part, as follows: "The provisions of
28 subsection 5 do not limit an action: (a) that accrued before the effective date, and was

1 commenced within 1 year after the effective date of this act.” AB 125, Sec. 21, Subsection 6.
2 The effective date of AB 125 was February 24, 2015. This means that if a claimant’s action
3 accrued before February 24, 2015, and would have been otherwise limited, then the claimant
4 could still bring an action if commenced by February 24, 2016. Claimant failed to meet this
5 deadline.

6 APPLICATION OF THE TOLLING STATUTE

7 Claimant incorrectly argues that she should receive a further extension beyond the
8 “grace period” by application of the tolling provision of NRS 40.695. NRS 40.695 provides
9 that the statute of repose is tolled from the date the notice of claim is given, until one-year
10 after the notice of claim is given. This provision does not help the claimant.

11 Suppose the original ten-year statute of repose applied to claimant. Then, absent
12 tolling, the deadline to file would have been May 26, 2019. But claimant would have one year
13 of tolling benefit. Claimant presented her notice of claim of construction defects on
14 December 2, 2015, prior to the expiration period. Thus, absent retroactive application of the
15 new six-year statute of repose, the deadline for claimant to file her Complaint would have
16 been May 26, 2020.

17 AB 125 curtailed the statute of repose such that claimant here was required to file her
18 Complaint much earlier than May 26, 2020. Again, pursuant to AB 125, any action that
19 accrued prior to the effective date of AB 125 (February 24, 2015) was not limited by the
20 reduced statutory period provided the claimant filed its Complaint within one-year after the
21 effective date (February 24, 2016). It is undisputed that claimant’s claim accrued before the
22 effective date of the statute. It is also undisputed that claimant failed to file her Complaint
23 within one year of the effective date of the statute. Thus, claimant’s claim was late and is
24 barred by the new six-year statute of repose.

25 Even if the tolling provision were to be considered after the new statute of repose was
26 applied to claimant’s claim, the claim would still be barred. As said, the six year statute of
27 repose applied to claimant’s claim accruing on May 26, 2009, would have given a deadline of
28 May 26, 2015. In this case, the tolling provision does not apply because the new six-year

1 statute of repose would have expired before the tolling could start. Any tolling could not start
2 until the claimant presented her notice of construction defect. Claimant presented her notice
3 of construction defects on December 2, 2015. By this date the deadline for claimant to file her
4 Complaint had already expired – so there was nothing to toll!

5 The Court’s interpretation of the tolling provision is consistent with *Dykema v. Del*
6 *Webb Communities, Inc.*, 132 Nev. Adv. Op 82, 385 P.3d 977, 980-81 (2016). In that case,
7 the Nevada Supreme Court held: “[B]ecause Dykema and Turner served their Chapter 40
8 notices within the ten-year repose period, it was tolled for one year and Dykema’s and
9 Turner’s February 27, 2015, Complaint against Del Webb was timely filed.” The Nevada
10 Supreme Court recognized that the one-year tolling only applied if the notice of claim was
11 presented within (*i.e.* before) the expiration of the statute of repose. Applied here, *Dykema*
12 means that a claimant receives no tolling if the applicable statute of repose expires before the
13 notice of construction defect is presented.

14 **EQUITABLE ESTOPPEL**

15 The Court rejects claimant’s argument regarding equitable estoppel, as there is no
16 genuine issue of fact that equitable estoppel does not apply here.

17 **CONCLUSION**

18 It is undisputed that claimant did not file her Complaint within the six-year statute of
19 repose as retroactively applied. The new statute of repose, retroactively applied, expired
20 before the notice of construction defects. So there is no tolling, and claimant failed to
21 commence her Complaint within the new six-year statute of repose. Also, claimant failed to
22 file her Complaint within the statutory grace period. Summary Judgment is granted in favor of
23 Lands West Builders, Inc., Sunridge Builders, Inc., and the Joining Parties (Lifeguard Pool
24 Maintenance dba Lifeguard Pools & Spas, Pyramid Plumbing, Inc., Rivera Framing, Inc.,

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1 Trim Time, LLC dba Blitz Construction, Ivie Mechanical Inc., Green Planet Landscaping,
2 LLC, White Feather Paint and Drywall, Bryant Masonry, LLC, Prestige Roofing, Inc., DMK
3 Concrete, Inc.) and against Plaintiff Janette Byrne, as trustee of the UOFM Trust.

4 IT IS SO ORDERED

5 Dated this 14 day of December, 2017.

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9 RICHARD F. SCOTTI
10 DISTRICT COURT JUDGE
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CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed, a copy of this Order was electronically served through the Eighth Judicial District Court's efilng system to the proper parties as follows:

Timothy Menter, Esq.
Robert Schumacher, Esq.
Adam Springel, Esq.
Carrie Hurtik, Esq.
Lena Louis, Esq.
Bryce Buckwalter, Esq.
Greg Marsh, Esq.
Cary Domina, Esq.
Curtis Busby, Esq.
Todd Jones, Esq.
Mark Brown, Esq.
John Dorame, Esq.
Peter Brown, Esq.
Kevin Brown, Esq.
Kenneth Goates, Esq.
Reed Werner, Esq.
Jessica A. West, Esq.
Sarah Suter, Esq.
Will Lemkul, Esq.
Jonathan Rolle, Esq.
Charles Simmons, Esq.

/s/ Melody Howard

Melody Howard
Judicial Executive Assistant

CASE SUMMARY**CASE NO. A-16-742143-D****Janette Byrne, Plaintiff(s)****vs.****Sunridge Builders Inc, Defendant(s)**§
§
§
§
§Location: **Department 31**Judicial Officer: **Kishner, Joanna S.**Filed on: **08/22/2016**

Case Number History:

Cross-Reference Case Number: **A742143****CASE INFORMATION****Statistical Closures**

11/27/2018 Summary Judgment

Case Type: **Chapter 40**Case Status: **11/27/2018 Closed****DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number	A-16-742143-D
Court	Department 31
Date Assigned	07/11/2018
Judicial Officer	Kishner, Joanna S.

PARTY INFORMATION

Plaintiff	Byrne, Janette	Springel, Adam H. <i>Retained</i> 7028040706(W)
	UOFM Trust	Menter, Timothy S. <i>Retained</i> 9492509000(W)
Defendant	4M Corp Removed: 04/13/2018 Dismissed	
	Avanti Products LLC Removed: 07/28/2017 Dismissed	
	Avanti Products, LLC	Burkhart, Christine D. <i>Retained</i> 702-727-1400(W)
	Bryant Masonry LLC	Lemkul, William A. <i>Retained</i> 702-405-8100(W)
	BSH Home Appliances Corporation Removed: 04/13/2018 Dismissed	Hanson, John R. <i>Retained</i> 702-473-9508(W)
	Circle S Development	Beckman, Jarad D. <i>Retained</i> 702-476-0100(W)
	DMK Concrete Inc	Brown, Kevin A. <i>Retained</i> 7029423900(W)
	General Electric Company Removed: 12/07/2017	Busby, Curtis J. <i>Retained</i>

CASE SUMMARY

CASE NO. A-16-742143-D

Dismissed

6026432300(W)

Green Planet Landscaping LLC

Wolfenzon, Bruno
Retained
7028363138(W)

Ivie Mechanical Inc

Removed: 04/10/2018
Dismissed

Hurtik, Carrie E.
Retained
702-966-5200(W)

J.C.W. Concrete Inc

Lands West Builders Inc

Schumacher, Robert E.
Retained
702-577-9300(W)

Lifeguard Pool Maintenance

Stephenson, Marsha L
Retained
7024747229(W)

Lisenbardt, Karl Henry

Mountain West Electric

Removed: 10/12/2018
Dismissed

Prestige Roofing Inc

Brown, Kevin A.
Retained
7029423900(W)

Pyramid Plumbing

Buckwalter, Bryce B.
Retained
702-228-6800(W)

Rivera Framing Inc

Johnson, David R.
Retained
702-789-3100(W)

S & L Roofing Inc

Turtzo, Christopher
Retained
702-405-8100(W)

Spray Product Applications LLC

Sunridge Builders Inc

Louis, Lena M.
Retained
702-997-3800(W)

Trim Time LLC

Removed: 12/18/2017
Dismissed

Window Installation Specialist LLC

Cross Claimant

Sunridge Builders Inc

Louis, Lena M.
Retained
702-997-3800(W)

Cross Defendant

4M Corp

Bryant Masonry LLC

Lemkul, William A.
Retained
702-405-8100(W)

BSH Home Appliances Corporation

Hanson, John R.
Retained
702-473-9508(W)

Circle S Development












Beckman, Jarad D.

CASE SUMMARY

CASE NO. A-16-742143-D













	<i>Retained</i> 702-476-0100(W)
DMK Concrete Inc	Brown, Kevin A. <i>Retained</i> 7029423900(W)
General Electric Company	Busby, Curtis J. <i>Retained</i> 6026432300(W)
Green Planet Landscaping LLC	Wolfenzon, Bruno <i>Retained</i> 7028363138(W)
Ivie Mechanical Inc	Hurtik, Carrie E. <i>Retained</i> 702-966-5200(W)
J.C.W. Concrete Inc	
Lifeguard Pool Maintenance	Stephenson, Marsha L <i>Retained</i> 7024747229(W)
Mountain West Electric	
Pyramid Plumbing	Buckwalter, Bryce B. <i>Retained</i> 702-228-6800(W)
Rivera Framing Inc	Johnson, David R. <i>Retained</i> 702-789-3100(W)
S & L Roofing Inc	Turtzo, Christopher <i>Retained</i> 702-405-8100(W)
Spray Product Applications LLC	
Window Installation Specialist LLC	
Third Party Defendant	
Brandon Iron Inc Removed: 08/28/2017 Dismissed	
Earthcore Industries LLC	Brown, Mark James <i>Retained</i> 702-387-8070(W)
Hardy Cabinets Inc Removed: 10/09/2017 Dismissed	
J.C.W. Concrete Inc	
JD Stairs Inc Removed: 07/06/2018 Dismissed	Simmons, Charles W. <i>Retained</i> 7026976500(W)
Piece of the Rock	Simmons, Charles W. <i>Retained</i> 7026976500(W)
Sunridge Builders Inc Removed: 04/03/2017 Data Entry Error	

CASE SUMMARY**CASE NO. A-16-742143-D****White Feather Drywall & Paint****Jones, Todd A.**
Retained
916-306-0434(W)**Third Party
Plaintiff****Sunridge Builders Inc****Louis, Lena M.**
Retained
702-997-3800(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<u>EVENTS</u>	
08/22/2016	 Complaint (CD, Complex) Filed By: Trustee Byrne, Janette <i>Complaint and Demand for Jury Trial</i>	
08/22/2016	 Initial Appearance Fee Disclosure Filed By: Trustee Byrne, Janette <i>Initial Appearance Fee Disclosure</i>	
10/14/2016	 Amended Complaint Filed By: Trustee Byrne, Janette <i>Amended Complaint and Demand for Jury Trial</i>	
10/26/2016	 Affidavit of Service <i>Affidavit of Service</i>	
10/27/2016	 Acceptance of Service Filed By: Trustee Byrne, Janette <i>Acceptance of Service of Summons and Amended Complaint for Defendant Sunridge Builders, Inc.</i>	
12/02/2016	 Answer to Complaint Filed by: Third Party Plaintiff Sunridge Builders Inc <i>Defendant's Answer to Plaintiff's Amended Complaint</i>	
12/02/2016	 Initial Appearance Fee Disclosure Filed By: Third Party Plaintiff Sunridge Builders Inc <i>Initial Appearance Fee Disclosure</i>	
12/02/2016	 Demand for Jury Trial Filed By: Third Party Plaintiff Sunridge Builders Inc <i>Demand for Jury Trial</i>	
12/14/2016	 Notice of Appearance Party: Defendant Lands West Builders Inc <i>Notice of Appearance (Lands West Builders, Inc.)</i>	
12/27/2016	 Request Filed by: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Request for Prior Pleadings</i>	
01/06/2017	 Demand for Jury Trial Filed By: Defendant Lands West Builders Inc <i>Demand for Jury Trial - Lands West Builders, Inc.</i>	

CASE SUMMARY

CASE NO. A-16-742143-D

01/06/2017	 Answer to Amended Complaint Filed By: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Answer to Plaintiff's Amended Complaint</i>
01/19/2017	 Motion Filed By: Trustee Byrne, Janette <i>Motion to Have Case Designated as Complex and Appoint Special Master</i>
01/20/2017	 Response Filed by: Trustee Byrne, Janette <i>Plaintiff's Response to Defendant Lands West Builders, Inc.'s Request for Prior Pleadings</i>
01/27/2017	 Stipulation and Order Filed by: Trustee Byrne, Janette <i>Stipulation and Order to Continue Early Case Conference</i>
02/27/2017	 Substitution of Attorney Filed by: Trustee Byrne, Janette <i>Substitution of Counsel</i>
03/03/2017	 Order Granting Motion Filed By: Trustee Byrne, Janette <i>Order Granting Plaintiff's Motion to Appoint Floyd Hale as Special Master, to Deem this Matter Complex, and further Ordering that Plaintiff may file a Second Amended Complaint and Defendants may likewise file Third-Party Complaints</i>
03/07/2017	 Notice of Special Master Hearing Filed By: Trustee Byrne, Janette <i>Notice of Special Master Hearing</i>
03/08/2017	 Petition Filed by: Trustee Byrne, Janette <i>Plaintiffs' Petition for Preferential Trial Setting Pursuant to NRS 40.689(1)(a); Motion to Compel Defendants to Provide Insurance Information Pursuant to NRS 40.687 OST and Declaration of Adam H. Springel in Support Thereof</i>
03/10/2017	 Opposition Filed By: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Opposition to Plaintiff's Petition for Preferential Trial Setting Pursuant to NRS 40.689(1)(a) and Motion to Compel Defendants to Provide Insurance Information Pursuant to NRS 40.687 on Shortening Time</i>
03/13/2017	 Opposition Filed By: Third Party Plaintiff Sunridge Builders Inc <i>Defendant Sunridge Builders, Inc.'s Opposition to Plaintiff's Motion for Preferential Trial Setting on an Order Shortening Time</i>
03/16/2017	 Second Amended Complaint Filed By: Trustee Byrne, Janette <i>Second Amended Complaint and Demand for Jury Trial</i>
03/23/2017	 Case Management Order Filed By: Special Master Hale, Floyd, ESQ <i>Case Management Order</i>














CASE SUMMARY

CASE NO. A-16-742143-D

03/24/2017	 Order Filed By: Special Master Hale, Floyd, ESQ <i>Order Setting Trial and Pre-Trial Dates</i>
03/27/2017	 Notice of Entry of Order Filed By: Special Master Hale, Floyd, ESQ <i>Notice of Entry of Order (CMO)</i>
03/31/2017	 Initial Appearance Fee Disclosure Filed By: Third Party Defendant Sunridge Builders Inc <i>Initial Appearance Fee Disclosure for Third-Party Complaint</i>
03/31/2017	 Answer to Amended Complaint Filed By: Third Party Plaintiff Sunridge Builders Inc <i>Sunridge Builders' Answer to Second Amended Complaint, Cross Claim and Third-Party Complaint</i>
04/03/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - Lifeguard Pool Main. dba Lifeguard Pools</i>
04/03/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - Circle S. Development Corporation dba Deck Systems Nevada</i>
04/03/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - 4M Corp.</i>
04/03/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - TrimTime, LLC dba Blitz Constructions</i>
04/05/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service</i>
04/05/2017	 Answer to Amended Complaint Filed By: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Answer to Plaintiff's Second Amended Complaint</i>
04/05/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - Civil, Bryant Masonry, LLC</i>
04/05/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - Pyramid Plumbing</i>
04/05/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - Civil Rivera Framing Incorporated dba Rivera Framers</i>
04/06/2017	 Summons

CASE SUMMARY

CASE NO. A-16-742143-D

	<p>Filed by: Trustee Byrne, Janette <i>Summons - Civil, BSH Home Appliances Corporation</i></p>
04/06/2017	<p> Summons Filed by: Trustee Byrne, Janette <i>Summons - Civil, Green Planet Landscaping, LLC</i></p>
04/11/2017	<p> Summons Filed by: Trustee Byrne, Janette <i>Summons - Civil, Prestige Roofing, Inc.</i></p>
04/11/2017	<p> Summons Filed by: Trustee Byrne, Janette <i>Summons - Civil, General Electric Company</i></p>
04/11/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service- T Square Consulting Engineers</i></p>
04/12/2017	<p> Proof of Service Filed by: Third Party Plaintiff Sunridge Builders Inc <i>Proof of Service on JD Stairs, Inc.</i></p>
04/12/2017	<p> Proof of Service Filed by: Trustee Byrne, Janette <i>Proof of Service -Rivera Framing Inc</i></p>
04/12/2017	<p> Proof of Service Filed by: Trustee Byrne, Janette <i>Proof of Service - Circule Development</i></p>
04/12/2017	<p> Proof of Service Filed by: Trustee Byrne, Janette <i>Proof of Service - Green Planet Landscaping LLC</i></p>
04/12/2017	<p> Proof of Service Filed by: Trustee Byrne, Janette <i>Proof of Service - Brandon Iron Inc</i></p>
04/12/2017	<p> Proof of Service Filed by: Third Party Plaintiff Sunridge Builders Inc <i>Proof of Service - 4M Corp</i></p>
04/13/2017	<p> Notice of Attorney Lien Filed By: Trustee Byrne, Janette <i>Notice of Attorney Lien Pursuant to Nevada Revised Statute 18.015</i></p>
04/13/2017	<p> Proof of Service Filed by: Trustee Byrne, Janette <i>Proof of Service - BSH Home Appliance Corporation</i></p>
04/13/2017	<p> Proof of Service Filed by: Trustee Byrne, Janette <i>Proof of Service - Pyramid Plumbing LLC</i></p>

CASE SUMMARY

CASE NO. A-16-742143-D

04/17/2017



Summons

Filed by: Trustee Byrne, Janette
Summons - Civil, Avanti Products, LLC

04/17/2017



Summons

Filed by: Trustee Byrne, Janette
Summons - Civil, J.C.W. Concrete, Inc.

04/17/2017



Summons

Filed by: Trustee Byrne, Janette
Summons - Civil, Ivie Mechanical, Inc.

04/17/2017



Summons

Filed by: Trustee Byrne, Janette
Summons - Civil, Mountain West Electric

04/17/2017



Summons

Filed by: Trustee Byrne, Janette
Summons - Civil, Karl Henry Linsenhardt dba Signature Door & Trim

04/17/2017



Summons

Filed by: Trustee Byrne, Janette
Summons - Civil, DMK Concrete, Inc.

04/17/2017



Proof of Service

Filed by: Third Party Plaintiff Sunridge Builders Inc
Proof of Service-Brian Masonry LLC

04/17/2017



Proof of Service

Filed by: Third Party Plaintiff Sunridge Builders Inc
Proof of Service-Ivie Mechanical Inc

04/18/2017



Proof of Service

Filed by: Third Party Plaintiff Sunridge Builders Inc
Proof of Service on Earthcore Industries

04/18/2017



Proof of Service

Filed by: Third Party Plaintiff Sunridge Builders Inc
Proof of Service- Earthcore Industries LLC

04/19/2017



Proof of Service

Filed by: Third Party Plaintiff Sunridge Builders Inc
Proof of Service - Hardy Cabines Inc

04/19/2017



Proof of Service

Filed by: Trustee Byrne, Janette
Proof of Service- Lifeguard Pool Maintenance

04/24/2017



Answer (CD, Complex)

Filed By: Cross Defendant Ivie Mechanical Inc
Defendant, Ivie Mechanical Inc.'s Answer to Plaintiff's Second Amended Complaint.

04/24/2017















CASE SUMMARY

CASE NO. A-16-742143-D

	 Initial Appearance Fee Disclosure Filed By: Cross Defendant Ivie Mechanical Inc <i>Defendant, Ivie Mechanical Inc.'s Initial Appearance Fee Disclosure</i>
04/24/2017	 Disclosure Statement Party: Cross Defendant Ivie Mechanical Inc <i>Defendant, Ivie Mechanical Inc.'s Initial Disclosure Statement Pursuant to NRCP 7.1</i>
04/24/2017	 Answer to Crossclaim Filed By: Cross Defendant Ivie Mechanical Inc <i>Cross-Defendant, Ivie Mechanical Inc.'s Answer to Sunridge Builders Inc.'s Cross-Complaint</i>
04/25/2017	 Notice Filed By: Cross Defendant General Electric Company <i>Defendant General Electric Company's Notice of NRCP 7.1 Disclosure</i>
04/25/2017	 Demand for Prior Discovery Filed By: Cross Defendant Pyramid Plumbing <i>Demand for Prior Pleadings and Discovery</i>
04/25/2017	 Disclosure Statement Party: Cross Defendant Pyramid Plumbing <i>NRCP 7.1 Disclosure Statement</i>
04/25/2017	 Notice <i>Notice of Request for Visual Inspection</i>
04/25/2017	 Answer to Amended Complaint Filed By: Cross Defendant Pyramid Plumbing <i>Answer to Plaintiff's Second Amended Complaint</i>
04/25/2017	 Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
04/25/2017	 Notice of Reliance Upon Demands for Jury Trial Party: Cross Defendant Pyramid Plumbing <i>Notice of Reliance Upon Demands for Jury Trial</i>
04/25/2017	 Answer to Amended Complaint Filed By: Cross Defendant General Electric Company <i>Defendant General Electric Company's Answer to Plaintiff's Second Amended Complaint</i>
04/25/2017	 Demand for Jury Trial Filed By: Cross Defendant General Electric Company <i>Defendant General Electric Company's Jury Demand</i>
04/25/2017	 Answer to Crossclaim Filed By: Cross Defendant Pyramid Plumbing <i>Answer to Crossclaim</i>
04/26/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Cesare, Inc.</i>

CASE SUMMARY













CASE NO. A-16-742143-D

04/26/2017	 Proof of Service Filed by: Third Party Plaintiff Sunridge Builders Inc <i>Proof of Service -Window Installation Specialists LLC</i>
04/28/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - Civil, Window Installation Specialists, LLC</i>
04/28/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - Civil, Spray Product Applications, LLC</i>
05/01/2017	 Initial Appearance Fee Disclosure <i>Defendant General Electric Company's Initial Appearance Fee Disclosure</i>
05/02/2017	 Summons Filed by: Trustee Byrne, Janette <i>Summons - Civil, S&L Roofing, Inc.</i>
05/08/2017	 Initial Appearance Fee Disclosure <i>Third-Party Defendant Earthcore Industries, LLC's Initial Appearance Fee Disclosure</i>
05/08/2017	 Demand for Jury Trial <i>Third-Party Defendant Earthcore Industries, LLC's Demand for Jury Trial</i>
05/08/2017	 Answer to Third Party Complaint Filed By: Third Party Defendant Earthcore Industries LLC <i>Third-Party Defendant Earthcore Industries, LLC's Answer to Third-Party Complaint</i>
05/15/2017	 Proof of Service Filed by: Third Party Plaintiff Sunridge Builders Inc <i>Proof of Service-Piece of the Rock</i>
05/16/2017	 Demand for Jury Trial Filed By: Defendant Avanti Products LLC <i>Defendant Avanti Products, LLC's Demand For Jury Trial</i>
05/16/2017	 Disclosure Statement Party: Defendant Avanti Products LLC <i>Defendant Avanti Products, LLC's Notice of Required Disclosure Statement Pursuant to NRCP 7.1</i>
05/16/2017	 Initial Appearance Fee Disclosure Filed By: Defendant Avanti Products LLC <i>Defendant Avanti Products, LLC's Initial Appearance Fee Disclosure</i>
05/16/2017	 Answer to Amended Complaint Filed By: Defendant Avanti Products LLC <i>Defendant Avanti Products, LLC's Answer to Plaintiff's Second Amended Complaint</i>
05/25/2017	 Motion for Determination of Good Faith Settlement Filed By: Defendant Avanti Products LLC

CASE SUMMARY

CASE NO. A-16-742143-D

Defendant Avanti Products, LLC's Motion for Determination of Good Faith Settlement

05/26/2017	 Answer to Third Party Complaint Filed By: Third Party Defendant Hardy Cabinets Inc <i>Third-Party Defendant Hardy Cabinets, Inc. dba Artesia Cabinets Answer to Third-Party Plaintiff Sunridge Builder's Third-Party Complaint</i>
05/26/2017	 Initial Appearance Fee Disclosure Filed By: Third Party Defendant Hardy Cabinets Inc <i>Third-Party Hardy Cabinets, Inc. dba Artesia Cabinets Initial Appearance Fee Disclosure</i>
05/26/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service- Nevada State Contractors Board</i>
05/26/2017	 Notice of Reliance Upon Demands for Jury Trial Party: Third Party Defendant Hardy Cabinets Inc <i>2017.05.25 TPD Hardy Notice of Reliance Upon Demands for Jury Trial</i>
05/26/2017	 Disclosure Statement Party: Third Party Defendant Hardy Cabinets Inc <i>2017.05.25 TPD Hardy Disclosure Statement</i>
05/26/2017	 Request for Visual Inspection Filed By: Third Party Defendant Hardy Cabinets Inc <i>2017.05.25 TPD Hardy Cabinets Request for Visual Inspection</i>
05/26/2017	 Demand for Prior Discovery Filed By: Third Party Defendant Hardy Cabinets Inc <i>2017.05.25 TPD Hardy Cabinets Demand for Prior Pleadings and Discovery</i>
05/30/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service-Custodian of Records For Philomena Molony</i>
05/30/2017	 Notice of Intent to Take Default Party: Trustee Byrne, Janette <i>Plaintiff's Three-Day Notice of Intent to Enter Default Against Defendant TrimTime, LLC dba Blitz Construction</i>
06/01/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service-Custodian of Records for David J Winterton</i>
06/01/2017	 Default <i>(Set Aside 8/17/17) Plaintiff's Default of Defendant Dmk Concrete, Inc.</i>
06/02/2017	 Initial Appearance Fee Disclosure <i>Initial Apperance Fee Disclosure</i>
06/02/2017	 Demand for Jury Trial Filed By: Defendant Trim Time LLC <i>Demand For Jury Trial</i>












CASE SUMMARY

CASE NO. A-16-742143-D

06/02/2017	 Answer to Amended Complaint Filed By: Defendant Trim Time LLC <i>Defendant Trim Time, LLC dba Blitz Construction's Answer to Plaintiff's Second Amended Complaint</i>
06/02/2017	 Demand for Jury Trial Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Demand for Jury Trial</i>
06/02/2017	 Answer to Amended Complaint Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Defendant Lifeguard Pool Maintenance dba Lifeguard Pool's Answer to Second Amended Complaint</i>
06/02/2017	 Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
06/05/2017	 Notice Filed By: Trustee Byrne, Janette <i>Notice of Entry of Default as to Defendant DMK Concrete, Inc.</i>
06/05/2017	 Default Filed By: Trustee Byrne, Janette <i>(Set Aside 8/2/17) Plaintiff's Default of Defendant Rivera Framing Inc dba Rivera Framers</i>
06/05/2017	 Default Filed By: Trustee Byrne, Janette <i>Plaintiff's Default of Defendant Karl Henry Linsenbardt d/b/a Signature Door & Trim</i>
06/05/2017	 Default Filed By: Trustee Byrne, Janette <i>Plaintiff's Default of Defendant Mountain West Electric</i>
06/05/2017	 Default Filed By: Trustee Byrne, Janette <i>Plaintiff's Default of Defendant JCW Concrete, Inc.</i>
06/06/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Nevada State Contractors Board</i>
06/07/2017	 Notice Filed By: Trustee Byrne, Janette <i>Notice of Entry of Default as to Defendant Rivera Framing Inc. dba Rivera Framers</i>
06/07/2017	 Notice Filed By: Trustee Byrne, Janette <i>Notice of Entry of Default as to Defendant Karl Henry Linsenbardt d/b/a Signature Door & Trim</i>
06/07/2017	 Notice Filed By: Trustee Byrne, Janette <i>Notice of Entry of Default as to Defendant Mountain West Electric</i>

CASE SUMMARY

CASE NO. A-16-742143-D

06/07/2017	 Notice Filed By: Trustee Byrne, Janette <i>Notice of Entry of Default as to Defendant J.C.W. Concrete, Inc.</i>
06/08/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service</i>
06/08/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service</i>
06/09/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Nevada Secretary of State</i>
06/09/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Amended Affidavit of Service of Bryant Masonry, LLC</i>
06/09/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Amended Affidavit of Service of 4M Corp.</i>
06/09/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Amended Affidavit of Service of Circle S Development Corporation dba Deck Systems Nevada</i>
06/09/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Amended Affidavit of Service of Lifeguard Pool Maint. dba Lifeguard Pools</i>
06/09/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Amended Affidavit of Service - Prestige Roofing Inc</i>
06/09/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service</i>
06/12/2017	 Default Filed By: Trustee Byrne, Janette <i>(Set Aside 10/9/2017) Plaintiff's Default of Defendant Prestige Roofing, Inc.</i>
06/12/2017	 Default Filed By: Trustee Byrne, Janette Default Prty: Cross Defendant Lifeguard Pool Maintenance <i>(Set Aside 7/6/17) Plaintiff's Default of Defendant Lifeguard Pool Maint. dba Lifeguard Pools</i>
06/12/2017	 Default Filed By: Trustee Byrne, Janette <i>Plaintiff's Default of Defendant 4M Corp.</i>
06/12/2017	 Default

CASE SUMMARY

CASE NO. A-16-742143-D

Filed By: Trustee Byrne, Janette
(3/5/18 Set Aside) Plaintiff's Default of Defendant Circle S Development Corporation dba Deck Systems Nevada

06/12/2017



Default

Filed By: Trustee Byrne, Janette
(Set Aside 9/5/17) Plaintiff's Default of Defendant Bryan Masonry, LLC

06/13/2017



Notice of Entry of Default

Party: Trustee Byrne, Janette
Notice of Entry of Default as to Defendant Prestige Roofing, Inc

06/13/2017



Notice of Entry of Default

Party: Trustee Byrne, Janette
Notice of Entry of Default as to Defendant Lifeguard Pool Maint. dba Lifeguard Pools

06/13/2017



Notice of Entry of Default

Party: Trustee Byrne, Janette
Notice of Entry of Default as to Defendant 4M Corp.

06/13/2017



Notice of Entry of Default

Party: Trustee Byrne, Janette
Notice of Entry of Default as to Defendant Circle S Development Corporation dba Deck Systems Nevada

06/13/2017



Notice of Entry of Default

Party: Trustee Byrne, Janette
Notice of Entry of Default as to Defendant Bryant Masonry, LLC

06/15/2017



Notice of Special Master Hearing

Filed By: Special Master Hale, Floyd, ESQ
Notice of Special Master Hearing

06/21/2017



Special Master Recommendation and District Court Order

Special Master Recommendation and District Court Order Amending Case Agenda

06/22/2017



Notice of Special Master Hearing

Filed By: Special Master Hale, Floyd, ESQ
Notice of Rescheduled Special Master Hearing

06/22/2017



Affidavit of Attempted Service

Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust
Affidavit of Attempted Service

06/26/2017



Answer to Crossclaim

Filed By: Cross Defendant Green Planet Landscaping LLC
Answer to Sunridge Builder's Cross Claim

06/26/2017



Initial Appearance Fee Disclosure

Initial Appearance Fee Disclosure

06/26/2017









Demand for Jury Trial

Demand for Jury Trial















CASE SUMMARY

CASE NO. A-16-742143-D

06/28/2017	 Special Master Order <i>Special Master Order Regarding Confidentially Produced Records Related to Alter Ego Allegations</i>
06/28/2017	 Answer to Crossclaim Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Cross-Defendant Lifeguard Poo Maintenance dba Lifeguard Pool's Answer to Sunridge Builders Cross-Claim</i>
06/28/2017	 Special Master Order Filed by: Special Master Hale, Floyd, ESQ <i>Amende Special Master Order Regarding Confidentially Produced Records Related To Alter Ego Allegations</i>
06/28/2017	 Special Master Order Filed by: Special Master Hale, Floyd, ESQ <i>Amende Special Master Order Regarding Confidentially Produced Records Related To Alter Ego Allegations</i>
06/28/2017	 Association of Counsel Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Association of Counsel</i>
06/28/2017	 Default Filed By: Trustee Byrne, Janette Default Prty: Cross Defendant S & L Roofing Inc <i>(Set Aside 4/20/18) Plaintiff's Default on Defendant S&L Roofing, Inc.</i>
06/28/2017	 Default Filed By: Trustee Byrne, Janette <i>Plaintiff's Default on Defendant Spray Product Applications, LLC</i>
06/28/2017	 Default Filed By: Trustee Byrne, Janette <i>Plaintiff's Default on Defendant Window Installation Specialists, LLC</i>
06/30/2017	 Notice of Entry of Default <i>Notice of Entry of Default as to Defendant S&L Roofing, Inc.</i>
06/30/2017	 Notice of Entry of Default Party: Trustee Byrne, Janette <i>Notice of Entry of Default as to Defendant Spray Product Applications, LLC</i>
06/30/2017	 Notice of Entry of Default <i>Notice of Entry of Default as to Defendant Window Installation Specialists, LLC</i>
06/30/2017	 Answer to Amended Complaint <i>Defendant/Cross-Defendant, Green Planet Landscaping, LLC'S Answer to Plaintiff's Second Amended Coplaint</i>
07/06/2017	 Stipulation and Order Filed by: Trustee Byrne, Janette <i>Stipulation and Order to Set Aside Default Against Defendant Lifeguard Pool Maint. dba Lifeguard Pools</i>

CASE SUMMARY

CASE NO. A-16-742143-D

07/12/2017	 Order Granting Motion Filed By: Defendant Avanti Products LLC <i>Order Granting Defendant Avanti Products, LLC's Motion for Determination of Good Faith Settlement</i>
07/13/2017	 Notice of Entry of Order Filed By: Defendant Avanti Products LLC <i>Notice of Entry of Order Granting Defendant Avanti Products, LLC's Motion for Determination of Good Faith Settlement</i>
07/13/2017	 Affidavit of Service Filed By: Defendant Lands West Builders Inc <i>Affidavit of Service (Madsen, Knepper and Associates, Inc.)</i>
07/14/2017	 Affidavit of Service Filed By: Defendant Lands West Builders Inc <i>Affidavit of Service (Ivan Sher, Ltd.)</i>
07/18/2017	 Affidavit of Attempted Service <i>Affidavit of Attempted Service Re: J.C.W. Concrete, Inc., a Nevada Corporation</i>
07/18/2017	 Affidavit of Attempted Service <i>Affidavit of Attempted Service Re: Mountain West Electric, a Nevada Corporation</i>
07/18/2017	 Affidavit of Attempted Service <i>Affidavit of Attempted Service Re: S&L Roofing, Inc.</i>
07/18/2017	 Affidavit of Attempted Service <i>Affidavit of Attempted Service Re: DMK Concrete</i>
07/18/2017	 Affidavit of Attempted Service <i>Affidavit of Attempted Service Re: Spray Product Applications</i>
07/18/2017	 Notice of Intent to Take Default Party: Third Party Plaintiff Sunridge Builders Inc <i>Sunridge Builders Inc.'s Three Day Notice of Intent to Enter Default Against Cross-Defendant Rivera Framing, Inc.</i>
07/18/2017	 Notice of Intent to Take Default Party: Third Party Plaintiff Sunridge Builders Inc <i>Third Party Plaintiff Sunridge Builders Inc.'s Three Day Notice of Intent to Enter Default Against Third-Party Defendant JD Stairs, Inc.</i>
07/18/2017	 Notice of Intent to Take Default Party: Third Party Plaintiff Sunridge Builders Inc <i>Cross Claimant Sunridge Builders Inc.'s Three Day Notice of Intent to Enter Default Against Cross Defendant Windows Installation Specialists, LLC</i>
07/18/2017	 Notice of Intent to Take Default Party: Third Party Plaintiff Sunridge Builders Inc <i>Cross Claimant Sunridge Builders Inc.'s Three Day Notice of Intent to Enter Default Against BSH Home Appliances Corporation</i>
07/18/2017	 Notice of Intent to Take Default








CASE SUMMARY

CASE NO. A-16-742143-D

	<p>Party: Third Party Plaintiff Sunridge Builders Inc <i>Cross Claimant Sunridge Builders Inc.'s Three Day Notice of Intent to Enter Default Against Cross Defendant 4M Corp.</i></p>
07/18/2017	<p> Notice of Intent to Take Default Party: Third Party Plaintiff Sunridge Builders Inc <i>Sunridge Builders Inc.'s Three Day Notice of Intent to Enter Default Against Cross Defendant Circe S Development dba Deck Systems of Nevada</i></p>
07/18/2017	<p> Notice of Intent to Take Default Party: Third Party Plaintiff Sunridge Builders Inc <i>Cross Claimant Sunridge Builders Inc.'s Three Day Notice of Intent to Enter Default Against Bryant Masonry, LLC</i></p>
07/21/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Bank of America Construction Lending</i></p>
07/24/2017	<p> Stipulated Protective Order Filed By: Special Master Hale, Floyd, ESQ <i>Stipulated Protective Order and Confidentiality Agreement</i></p>
07/25/2017	<p> Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i></p>
07/25/2017	<p> Answer to Crossclaim Filed By: Cross Defendant Rivera Framing Inc <i>Cross-Defendant rivera Framing, Inc.'s Answer to Sunridge Builders, Inc.'s Cross-Claim</i></p>
07/25/2017	<p> Answer to Amended Complaint Filed By: Cross Defendant Rivera Framing Inc <i>Defendant Rivera Framing, Inc.'s Answer to Second Amended Complaint and Demand for Jury Trial</i></p>
07/25/2017	<p> Notice of Entry Filed By: Trustee Byrne, Janette <i>Notice of Entry of Stipulation and Order to Set Aside Default Against Defendant, Lifeguard Pool Maint. dba Lifeguard Pools</i></p>
07/26/2017	<p> Proof of Service <i>Proof of Service</i></p>
07/27/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Swarts Manning & Associates</i></p>
07/27/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Capstone Brokerage, Inc.</i></p>
07/27/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Leavitt Insurance Agency</i></p>
07/27/2017	













CASE SUMMARY

CASE NO. A-16-742143-D

	 Proof of Service <i>Proof of Service</i>
07/28/2017	 Stipulation and Order for Dismissal With Prejudice Filed By: Defendant Avanti Products LLC <i>Stipulation and Order for Dismissal of Defendant Avanti Products, LLC with Prejudice</i>
07/31/2017	 Notice of Entry of Stipulation & Order for Dismissal <i>Notice of Entry of Stipulation and Order for Dismissal of Defendant Avanti Products, LLC with Prejudice</i>
08/01/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Advanced Insurance & Benefits NV, Inc.</i>
08/01/2017	 Proof of Service <i>Proof of Service Re: JCW Concrete</i>
08/01/2017	 Proof of Service <i>Proof of Service Re: S&L Roofing</i>
08/01/2017	 Affidavit of Due Diligence <i>Affidavit of Due Diligence Re: S&L Roofing</i>
08/01/2017	 Affidavit of Due Diligence <i>Affidavit of Due Diligence Re: JCW Concrete</i>
08/01/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Landini & Associates, Ltd.</i>
08/02/2017	 Proof of Service <i>Proof of Service for Mountain West Electric</i>
08/02/2017	 Affidavit of Due Diligence <i>Affidavit of Due Diligence for Mountain West Electric</i>
08/02/2017	 Affidavit of Due Diligence <i>Affidavit of Due Diligence for DMK Concrete</i>
08/02/2017	 Proof of Service <i>Proof of Service for DMK Concrete</i>
08/02/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Brown & Brown Ins. of Nevada, Inc.</i>
08/02/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Tom Molloy Insurance Agency, Inc.</i>
08/03/2017	 Stipulation and Order

CASE SUMMARY

CASE NO. A-16-742143-D

	<p>Filed by: Trustee Byrne, Janette <i>Stipulation and Order to Set Aside Default Against Defendant Rivera Framing Inc. dba Rivera Framing</i></p>
08/03/2017	<p> Notice of Entry Filed By: Trustee Byrne, Janette <i>Notice of Entry of Stipulation and Order to Set Aside Default Against Defendant Rivera Framing Inc. dba Rivera Framers</i></p>
08/07/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for American Contractors Institute, Inc.</i></p>
08/07/2017	<p> Affidavit of Attempted Service Filed By: Trustee Byrne, Janette <i>Affidavit of Attempts of Service upon Custodian of Records for Edward & Holmes, Inc. dba Contractors License Services</i></p>
08/08/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Harris Insurance Services, Inc.</i></p>
08/09/2017	<p> Answer and Third Party Complaint TPP: Third Party Defendant White Feather Drywall & Paint <i>Third-Party Defendant White Feather Paint and Drywall's Answer to Third-Party Complaint</i></p>
08/09/2017	<p> Initial Appearance Fee Disclosure Filed By: Third Party Defendant White Feather Drywall & Paint <i>Third-Party Defendant White Feather Paint and Drywall's Initial Appearance and Fee Disclosure</i></p>
08/09/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for WAFD Insurance Group, Inc.</i></p>
08/09/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Insurance Designs Corporation</i></p>
08/09/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for The Mahoney Group - Las Vegas</i></p>
08/11/2017	<p> Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Howard Hopkins II Agency</i></p>
08/11/2017	<p> Affidavit of Attempted Service Filed By: Trustee Byrne, Janette <i>Affidavit of Attempted Service of Custodian of Records for Absolute Insurance Services</i></p>
08/14/2017	<p> Affidavit of Attempted Service Filed By: Trustee Byrne, Janette <i>Affidavit of Attempted Service of Custodian of Records for McFadden Insurance</i></p>

CASE SUMMARY

CASE NO. A-16-742143-D

08/15/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Lapre Scali & Company Insurance</i>
08/17/2017	 Answer to Crossclaim Filed By: Cross Defendant DMK Concrete Inc <i>Cross-Defendant DMK Concrete, Inc.'s Answer to Cross-Complaint of Sunridge Builders, Inc.</i>
08/17/2017	 Demand for Jury Trial Filed By: Cross Defendant DMK Concrete Inc <i>Cross-Defendant DMK Concrete, Inc.'s Demand for Jury Trial</i>
08/17/2017	 Initial Appearance Fee Disclosure Filed By: Cross Defendant DMK Concrete Inc <i>Initial Appearance Fee Disclosure</i>
08/17/2017	 Stipulation and Order Filed by: Cross Defendant DMK Concrete Inc <i>Stipulation and Order to Set Aside Default Against Defendant DMK Concrete, Inc.</i>
08/18/2017	 Notice of Entry of Stipulation and Order <i>Notice of Entry of Stipulation and Order to Set Aside Default Against Defendant DMK Concrete, Inc.</i>
08/18/2017	 Answer to Amended Complaint Filed By: Cross Defendant DMK Concrete Inc <i>Defendant/Cross-Defendant DMK Concrete, Inc.'s Answer to Second Amended Complaint</i>
08/21/2017	Case Reassigned to Department 2 <i>Construction Defect Case Reassignment to Judge Richard F. Scotti</i>
08/22/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for All Nevada Insurance</i>
08/23/2017	 Association of Counsel <i>Association of Counsel for Third-Party Defendant Lifeguard Pool Maint. dba Lifeguard Pools</i>
08/24/2017	 Motion for Good Faith Settlement Filed By: Cross Defendant General Electric Company <i>Defendant General Electric Company's Motion for good Faith Settlement and Order Barring Further Claims</i>
08/24/2017	 Motion for Determination of Good Faith Settlement Filed By: Cross Defendant BSH Home Appliances Corporation <i>Defendant BSH Home Appliances' Motion For Determination Of Good Faith Settlement</i>
08/24/2017	 Initial Appearance Fee Disclosure Filed By: Cross Defendant BSH Home Appliances Corporation <i>BSH Home Appliances Initial Appearance Fee Disclosure</i>
08/24/2017	 Declaration Filed By: Cross Defendant BSH Home Appliances Corporation <i>Declaration Of John R. Hanson, Esq. In Support Of Motion For Determination Of Good Faith</i>

CASE SUMMARY

CASE NO. A-16-742143-D

Settlement

08/25/2017	 Answer to Crossclaim Filed By: Cross Defendant Bryant Masonry LLC <i>Bryant Masonry, LLC's Answer to Sunridge Builders, Inc.'s Cross Claim</i>
08/25/2017	 Initial Appearance Fee Disclosure Filed By: Cross Defendant Bryant Masonry LLC <i>Bryant Masonry, LLC's Initial Appearance Fee Disclosure</i>
08/25/2017	 Demand for Jury Trial Filed By: Cross Defendant Bryant Masonry LLC <i>Bryant Masonry, LLC's Demand for Jury Trial</i>
08/28/2017	 Affidavit of Attempted Service Filed By: Trustee Byrne, Janette <i>Affidavit of Attempts of Custodian of Records for Shank & Associates</i>
08/28/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Michael J. Aloian, CPA, Inc.</i>
08/28/2017	 Notice of Voluntary Dismissal <i>Third Party Plaintiff Sunridge Builders, Inc.'s Notice of Voluntary Dismissal of Third Party Defendant Brandon Iron, Inc.</i>
08/28/2017	 Joinder Filed By: Trustee Byrne, Janette <i>Plaintiff Janette Byrne, As Trustee Of The UOFM Trust s Joinder To Defendant BSH Home Appliances Corporation's Motion For Determination Of Good Faith Settlement</i>
08/28/2017	 Joinder Filed By: Trustee Byrne, Janette <i>Plaintiff Janette Byrne, As Trustee Of The UOFm Trust s Joinder To Defendant General Electric Company s Motion For Good Faith Settlement And Order Barring Further Claims</i>
08/28/2017	 Order Scheduling Status Check <i>Order Scheduling Status Check</i>
08/30/2017	 Notice of Special Master Hearing <i>Notice of Special Master Hearing</i>
09/01/2017	 Affidavit of Service Filed By: Trustee Byrne, Janette <i>Affidavit of Service of Custodian of Records for Swecker & Company, Ltd.</i>
09/05/2017	 Stipulation and Order Filed by: Cross Defendant Bryant Masonry LLC <i>Stipulation and Order to Set Aside Default against Bryant Masonry, LLC</i>
09/05/2017	 Special Master Recommendation and District Court Order <i>Special Master Recommendation and District Court Order for Voluntary Mediation</i>
09/05/2017	 Notice of Entry of Stipulation and Order














CASE SUMMARY

CASE NO. A-16-742143-D

	<p>Filed By: Cross Defendant Bryant Masonry LLC <i>Notice of Entry of Stipulation and Order to Set Aside Default against Bryant Masonry, LLC</i></p>
09/06/2017	<p> Answer to Amended Complaint Filed By: Cross Defendant Bryant Masonry LLC <i>Bryant Masonry, LLC's Answer to Plaintiff's Second Amended Complaint</i></p>
09/08/2017	<p> Special Master Order <i>Special Master Order Authorizing Subpoena to be Issued Requiring the Nevada State Contractor's Board to Produce Records Related to Lands West Builders, Inc.</i></p>
09/08/2017	<p> Initial Appearance Fee Disclosure <i>Third-Party Defendant Piece of the Rock's Initial Appearance Fee Disclosure</i></p>
09/08/2017	<p> Answer to Third Party Complaint Filed By: Third Party Defendant Piece of the Rock <i>Third-Party Defendant Piece of the Rock's Answer to Third-Party Plaintiff Sunridge Builders, Inc.'s Third-Party Complaint</i></p>
09/08/2017	<p> Demand for Jury Trial Filed By: Third Party Defendant Piece of the Rock <i>Third-Party Defendant Piece of the Rock's Demand for Jury Trial</i></p>
09/08/2017	<p> Disclosure Statement Party: Third Party Defendant Piece of the Rock <i>Third-Party Defendant Piece of the Rock's Notice of Required Disclosure Statement (NRCP 7.1)</i></p>
09/11/2017	<p> Joinder to Motion For Summary Judgment Filed By: Defendant Lands West Builders Inc <i>Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i></p>
09/13/2017	<p> Joinder to Motion For Summary Judgment Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Defendant/Cross-Defendant Lifeguard Pool Maintenance dba Lifeguard Pools & Spas Joinder To Defendants Lands West Builders, Inc. s and Sunridge Builders, Inc. s Motion For Summary Judgment Pursuant to NRS 11.202(1)</i></p>
09/14/2017	<p> Joinder to Motion For Summary Judgment Filed By: Cross Defendant Pyramid Plumbing <i>Defendant/Cross-Defendant Lifeguard Pool Maintenance dba Lifeguard Pools & Spas Joinder To Defendants Lands West Builders, Inc. s and Sunridge Builders, Inc. s Motion For Summary Judgment Pursuant to NRS 11.202(1)</i></p>
09/15/2017	<p> Joinder to Motion For Summary Judgment Filed By: Cross Defendant Rivera Framing Inc <i>Rivera Framing, Inc.'s Joinder to Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i></p>
09/15/2017	<p> Joinder to Motion For Summary Judgment Filed By: Cross Defendant DMK Concrete Inc <i>Defendant/Cross-Defendant DMK Concrete, Inc.'s Joinder to Defendants Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion Summary Judgment Pursuant to NRS 11.202(1) with Supplemental Points and Authorities</i></p>

CASE SUMMARY

CASE NO. A-16-742143-D

09/18/2017	 Special Master Recommendation and District Court Order <i>Special Master Recommendation and District Court Order Amending Case Agenda</i>
09/18/2017	 Special Master Recommendation and District Court Order <i>Special Master Recommendation and District Court Order for Mediation</i>
09/18/2017	 Joinder to Motion For Summary Judgment Filed By: Defendant Trim Time LLC <i>Defendant Trim Time, LLC dba Blitz Construction's Joinder to Defendants Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i>
09/18/2017	 Notice of Special Master Hearing <i>Notice of Special Master Hearing</i>
09/19/2017	 Joinder to Motion For Summary Judgment Filed By: Cross Defendant Ivie Mechanical Inc <i>Defendant, Ivie Mechanical Inc.'s Joinder to Defendant Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202.11(1)</i>
09/19/2017	 Joinder To Motion Filed By: Cross Defendant Green Planet Landscaping LLC <i>Green Planet Landscaping, LLC's Joinder to Joint Motion for Summary Judgment</i>
09/20/2017	 Initial Appearance Fee Disclosure Filed By: Cross Defendant Green Planet Landscaping LLC <i>Fee Disclsoure</i>
09/20/2017	 Joinder to Motion For Summary Judgment Filed By: Third Party Defendant White Feather Drywall & Paint <i>Third-Party Defendant White Feather Paint and Drywall's Joinder to Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment</i>
09/27/2017	 Joinder to Motion For Summary Judgment Filed By: Cross Defendant Bryant Masonry LLC <i>Bryant Masonry, LLC's Joinder in Land West Builders and Sunridge Builder's Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i>
09/28/2017	 Opposition Filed By: Trustee Byrne, Janette <i>Plaintiff's Opposition to Joint Motion for Summary Judgment Pursuant to NRS 11.202(1); Memorandum of Points and Authorities; Declaration of Wendy L. Walker, Esq. in Support of Plaintiff's Opposition to Motion for Summary Judgment</i>
09/28/2017	 Affidavit Filed By: Trustee Byrne, Janette <i>Affidavit of Trustee Adam H. Springel in Support of Plaintiff's Opposition to Motion for Summary Judgment</i>
09/28/2017	 Statement Filed by: Trustee Byrne, Janette <i>Plaintiff's Separate Statement of Disputed and Undisputed Facts in Support of its Opposition to Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i>
09/28/2017	 Notice of Special Master Hearing

CASE SUMMARY

CASE NO. A-16-742143-D

Notice of Special Master Hearing

09/29/2017



Errata

Filed By: Trustee Byrne, Janette

Errata To Plaintiff's Opposition To Joint Motion For Summary Judgment Pursuant To NRS 11.202(1); Memorandum Of Points And Authorities

10/04/2017



Special Master Recommendation and District Court Order

Special Master Recommendation and District Court Order Amending Case Agenda and Rescheduling Trial to June 28, 2018

10/04/2017



Order

Order Rescheduling Trial and Pre-Trial Dates

10/05/2017



Notice of Association of Counsel

Notice of Association of Counsel

10/09/2017



Stipulation and Order

Filed by: Defendant Prestige Roofing Inc

Stipulation and Order to Set Aside Default Against Defendant Prestige Roofing, Inc.

10/09/2017



Notice of Entry

Filed By: Defendant Prestige Roofing Inc

Notice of Entry of Stipulation and Order to Set Aside Default Against Defendant Prestige Roofing, Inc.

10/09/2017



Stipulation and Order for Dismissal Without Prejudice

Filed By: Third Party Defendant Hardy Cabinets Inc

Stipulation and Order to Dismiss Hardy Cabinets

10/10/2017



Notice of Entry of Stipulation and Order

Notice of Entry of Order

10/11/2017



Answer

Filed By: Defendant Prestige Roofing Inc

Defendant Prestige Roofing, Inc.'s Answer to Second Amended Complaint

10/11/2017



Demand for Jury Trial

Filed By: Defendant Prestige Roofing Inc

Defendant Prestige Roofing, Inc.'s Demand for Jury Trial

10/11/2017



Initial Appearance Fee Disclosure

Initial Appearance Fee Disclosure

10/11/2017



Motion for Good Faith Settlement

Filed By: Defendant Trim Time LLC

Defendant Trim Time, LLC dba Blitz Construction's Motion for Determination of Good Faith Settlement on an Order Shortening Time

10/12/2017











Reply in Support

Filed By: Defendant Lands West Builders Inc

Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Reply in Support of Joint Motion for Summary Judgment Pursuant to NRS 11.202(1) and Opposition to Plaintiff's Motion to Amend

CASE SUMMARY

CASE NO. A-16-742143-D

10/12/2017	 Affidavit Filed By: Defendant Lands West Builders Inc <i>Affidavit of Brian K. Walters, Esq. in Support of Defendants' Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Reply in Support of Joint Motion for Summary Judgment Pursuant to NRS 11.202</i>
10/13/2017	 Joinder to Motion For Summary Judgment Filed By: Defendant Prestige Roofing Inc <i>Defendant Prestige Roofing, Inc.'s Joinder to Defendants Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1) with Supplemental Points and Authorities</i>
10/13/2017	 Joinder Filed By: Cross Defendant DMK Concrete Inc; Defendant Prestige Roofing Inc <i>Defendant/Cross-Defendant DMK Concrete, Inc. and Defendant Prestige Roofing, Inc.'s Joinder to Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Reply in Support of Joint Motion for Summary Judgment Pursuant to NRS 11.202(1) and Opposition to Plaintiff's Motion to Amend</i>
10/16/2017	 Joinder Filed By: Cross Defendant Rivera Framing Inc <i>Rivera Framing, Inc.'s Joinder to Defendants Land West Builders, Inc. and Sunridge Builders, Inc.'s Reply in Support of Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i>
10/16/2017	 Joinder Filed By: Cross Defendant Green Planet Landscaping LLC <i>Defendant/Cross-Defendant, Green Planet Landscaping, LLC Joinder to Defendants Lands West Builders, Inc.'s Reply in Support of Joint Motion for Summary Judgment Pursuant to NRCP 11.202(1) and Opposition to Plaintiff's Motion to Amend</i>
10/16/2017	 Motion for Determination of Good Faith Settlement Filed By: Cross Defendant Ivie Mechanical Inc <i>Third-Party Defendant, Ivie Mechanical Inc.'s Motion for Determination of Good Faith Settlement</i>
10/17/2017	 Joinder Filed By: Third Party Defendant White Feather Drywall & Paint <i>Joinder to Lands West Builders, Inc and Sunridge Builders, Inc.'s Reply in Support of Joint Motion for Summary Judgment</i>
10/17/2017	 Joinder Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Defendant/Cross-Defendant Lifeguard Pool Maintenance dba Lifeguard Pools & Spas Joinder To Defendants Lands West Builders, Inc. s and Sunridge Builders, Inc. s Reply in Support of Motion For Summary Judgment Pursuant to NRS 11.202(1)</i>
10/17/2017	 Notice Filed By: Trustee Byrne, Janette <i>Plaintiff's Notice of Lodgment in Support of its Opposition to Defendants' Joint Motion for Summary Judgment</i>
10/24/2017	 Order Filed By: Cross Defendant BSH Home Appliances Corporation <i>Order on Defendant BSH Home Appliances Corporation's Motion for Determination of Good Faith Settlement</i>

CASE SUMMARY

CASE NO. A-16-742143-D

10/24/2017	 Notice of Order Filed By: Cross Defendant BSH Home Appliances Corporation <i>Notice of Entry of Order on Defendant BSH Home Appliances Corporation's Motion for Determination of Good Faith Settlement</i>
11/03/2017	 Order Granting Summary Judgment <i>Order Granting Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i>
11/06/2017	 Notice of Entry Filed By: Defendant Lands West Builders Inc <i>Notice of Entry of Order Granting Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i>
11/06/2017	 Special Master Recommendation and District Court Order <i>Special Master Recommendation and District Court Order Amending Case Agenda</i>
11/06/2017	 Substitution of Attorney Filed by: Cross Defendant Rivera Framing Inc <i>Substitution of Attorney for Rivera Framing Inc. dba Rivera Framers</i>
11/06/2017	 Errata Filed By: Defendant Lands West Builders Inc <i>Errata to Notice of Entry of Order Granting Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i>
11/07/2017	 Order Filed By: Defendant Trim Time LLC <i>Order Granting Defendant Trim Time, LLC dba Blitz Construction's Motion for Determination of Good Faith Settlement on an Order Shortening Time</i>
11/08/2017	 Order Granting Motion Filed By: Cross Defendant General Electric Company <i>Order Granting Defendant General Electric Company's Motion for Good Faith Settlement and Order Barring Further Claims</i>
11/08/2017	 Notice of Entry of Order Filed By: Cross Defendant General Electric Company <i>Notice of Entry of Order Granting Defendant General Electric Company's Motion for Good Faith Settlement and Order Barring Further Claims</i>
11/08/2017	 Notice of Entry Filed By: Defendant Trim Time LLC <i>Notice of Entry of Order Granting Defendant Trim Time, LLC dba Blitz Construction's Motion for Determination of Good Faith Settlement on an Order Shortening Time</i>
11/09/2017	 Memorandum of Costs and Disbursements Filed By: Cross Defendant Pyramid Plumbing <i>2017.11.09 Memo of Costs and Disbursements</i>
11/09/2017	 Memorandum of Costs and Disbursements Filed By: Defendant Lands West Builders Inc <i>Lands West Builders, Inc.'s Verified Memorandum of Costs</i>
11/09/2017	 Memorandum of Points and Authorities

CASE SUMMARY

CASE NO. A-16-742143-D

	<p>Filed By: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Memorandum of Points and Authorities in Support of Verified Memorandum of Costs pursuant to NRCP 68(f), NRS 18.020(1) and NRS 40.652</i></p>
11/13/2017	<p> Errata Filed By: Defendant Lands West Builders Inc <i>Errata to Defendant Lands West Builders, Inc.'s Memorandum of Points and Authorities in Support of Verified Memorandum of Costs Pursuant to NRCP 68(f), NRS 18.020(1) and NRS 40.652</i></p>
11/13/2017	<p> Memorandum of Costs and Disbursements Filed By: Cross Defendant Rivera Framing Inc <i>Rivera Framing Inc. dba Rivera Framers' Memorandum of Costs and Disbursements</i></p>
11/14/2017	<p> Memorandum of Costs and Disbursements <i>Sunridge Builders, Inc.'s Verified Memorandum of Costs</i></p>
11/14/2017	<p> Memorandum of Points and Authorities <i>Defendant Sunridge Builders' Memorandum of Points and Authorities in Support of Verified Memorandum of Costs Pursuant to NRCP 68(f) NRS 18.020(1) and NRS 40.652</i></p>
11/14/2017	<p> Association of Counsel <i>Association of Counsel</i></p>
11/14/2017	<p> Memorandum of Costs and Disbursements Filed By: Cross Defendant Bryant Masonry LLC <i>Bryant Masonry, LLC's Memorandum of Costs and Disbursements</i></p>
11/15/2017	<p> Notice <i>Notice of Court Status Check</i></p>
11/21/2017	<p> Motion Filed By: Trustee Byrne, Janette <i>Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(e)</i></p>
11/22/2017	<p> Motion for Attorney Fees and Costs Filed By: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Motion for Attorney Fees and Costs</i></p>
11/22/2017	<p> Appendix Filed By: Defendant Lands West Builders Inc <i>Appendix of Exhibit to Defendant Lands West Builders, Inc.'s Motion for Attorneys' Fees and Costs</i></p>
11/22/2017	<p> Affidavit in Support of Attorney Fees <i>Affidavit of Brian K. Walters, Esq. in Support of Defendants' Land West Builders, Inc.'s Motion for Attorney Fees and Costs</i></p>
11/28/2017	<p> Supplement Filed by: Third Party Plaintiff Sunridge Builders Inc <i>Sunridge Builders' Supplement to Verified Memorandum of Costs</i></p>
11/29/2017	<p> Notice of Motion Filed By: Defendant Lands West Builders Inc</p>

CASE SUMMARY

CASE NO. A-16-742143-D

Notice of Motion re: Defendant Lands West Builders, Inc.'s Motion for Attorneys' Fees and Costs

11/29/2017



Memorandum of Costs and Disbursements

Filed By: Cross Defendant Pyramid Plumbing
2017.11.29 Pyramid Plumbins Supplement to Memo of Costs

11/30/2017



Motion for Attorney Fees and Costs

Sunridge Builders' Motion for Attorney's Fees, Costs and Interest

12/05/2017



Declaration

Declaration of Eric Zimbelman in Support of Defendant Sunridge Builders, Inc.'s Motion for Attorney's Fees, Costs and Interest

12/07/2017



Stipulation and Order for Dismissal With Prejudice

Stipulation and Order for Dismissal of Defendant General Electric Company With Prejudice

12/08/2017



Notice of Entry of Order

Filed By: Cross Defendant General Electric Company
Notice of Entry of Order Granting Stipulation and Order for Dismissal of Defendant General Electric Company With Prejudice

12/11/2017



Stipulation and Order

Filed by: Trustee Byrne, Janette
Stipulation And Order To Extend Deadline For Plaintiff To Respond To Defendant Sunridge Builders, Inc. s Memorandum of Costs

12/11/2017



Opposition

Filed By: Cross Defendant Rivera Framing Inc
Rivera Framing Inc. dba Rivera Framers' Opposition to Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(e)

12/11/2017



Stipulation and Order

Filed by: Trustee Byrne, Janette
Stipulation And Order To Extend Deadline For Plaintiff To Respond To Defendant Lands West Builders, Inc. s Memorandum of Costs

12/11/2017



Notice of Entry of Order

Filed By: Trustee Byrne, Janette
Notice of Entry Re Stipulation And Order To Extend Deadline For Plaintiff To Respond To Defendant Sunridge Builders, Inc. s Memorandum of Costs

12/11/2017



Notice of Entry of Order

Filed By: Trustee Byrne, Janette
Notice of Entry Re Stipulation And Order To Extend Deadline For Plaintiff To Respond To Defendant Lands West Builders, Inc. s Memorandum of Costs

12/13/2017



Joinder to Opposition to Motion

Filed by: Third Party Defendant White Feather Drywall & Paint
Joinder to Rivera Framing's Opposition to Plaintiff's Motion to Alter or Amend Judgment (signed)

12/13/2017




Joinder to Opposition to Motion

Joinder to Rivera Framing, Inc.'s Opposition to Plaintiff's Motion to Alter or Amend Judgment

CASE SUMMARY

CASE NO. A-16-742143-D

12/13/2017	 Opposition Filed By: Defendant Lands West Builders Inc <i>Defendants Lands West Builders, Inc., Sunridge Builders, Inc., and Defendant/Cross-Defendant/Third-Party Defendant Bryant Masonry, LLC's Joint Opposition to Plaintiff's Motion to Alter or Amend Judgment under NRCP 59(e)</i>
12/13/2017	 Joinder Filed By: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Joinder to Rivera Framing dba Rivera Framers' Opposition to Plaintiff's Motion to Alter or Amend Judgment under NRCP 59(e)</i>
12/14/2017	 Joinder to Opposition to Motion Filed by: Third Party Defendant White Feather Drywall & Paint <i>Third-Party Defendant White Feather Paint and Drywall's Joinder to Defendants Lands West Builders, Inc., Sunridge Builders, Inc., and Defendant/Cross-Defendant/Third-Party Defendant Bryan Masonry, LLC's Joint Opposition to Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(E)</i>
12/14/2017	 Order Granting Motion <i>Nunc Pro Tunc Order Granting Lands West Builders, Inc.'s, Joining Parties', and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i>
12/14/2017	 Joinder <i>Sunridge Builders' Joinder to River Framing's Opposition to Plaintiffs' Motion to Alter or Amend Judgment under NRCP 59(e)</i>
12/14/2017	 Joinder to Opposition to Motion Filed by: Cross Defendant Pyramid Plumbing <i>2Defendant Pyramid Plumbing, Inc's Joinder to Defendants Land West Builders, Inc., Sunridge Builders, Inc., and Defendant/Cross-Defendant/Third-Party Defendant Bryant Masonry, LLC's Joint Opposition to Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(E)</i>
12/14/2017	 Joinder to Opposition to Motion Filed by: Cross Defendant Pyramid Plumbing <i>Defendant Pyramid Plumbing, Inc's Joinder to Defendant Rivera Framing Inc., dba Rivera Framers' Opposition to Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(E)</i>
12/14/2017	 Motion to Withdraw As Counsel Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Grant and Associates' Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pools Maintenance dba Lifeguard Pools</i>
12/14/2017	 Joinder to Opposition to Motion Filed by: Cross Defendant DMK Concrete Inc; Defendant Prestige Roofing Inc <i>Defendant/Cross-Defendant DMK Concrete, Inc. and Defendant Prestige Roofing, Inc.'s Joinder to Rivera Framing, Inc. dba River Framers' Opposition to Plaintiffs' Motion to Alter or Amend Judgment Under NRCP 59(e) with Supplemental Points and Authorities</i>
12/14/2017	 Joinder to Opposition to Motion Filed by: Cross Defendant DMK Concrete Inc; Defendant Prestige Roofing Inc <i>Defendant/Cross-Defendant DMK Concrete, Inc. and Defendant Prestige Roofing, Inc.'s Joinder to Defendants Lands West Builders, Inc., Sunridge Builders, Inc., and Defendant/Cross-Defendant/Third-Party Defendant Bryant Masonry, LLC's Joint Opposition to Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(e) with Supplemental Points and Authorities</i>













CASE SUMMARY

CASE NO. A-16-742143-D

12/15/2017	 Notice of Entry Filed By: Defendant Lands West Builders Inc <i>Notice of Entry of Nunc Pro Tunc Order Granting Lands West Builders, Inc.'s, Joining Parties', and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i>
12/15/2017	 Joinder Filed By: Cross Defendant Rivera Framing Inc <i>Rivera Framing s Joinder to Lands West Builders, Inc., Sunridge Builders, Inc. and Bryant Masonry, LLC s Joint Opposition to Plaintiff s Motion to Alter or Amend Judgment under NRCP 59(e)</i>
12/15/2017	 Opposition Filed By: Trustee Byrne, Janette <i>Plaintiff s Opposition To Defendant Lands West Builders, Inc. s Motion For Attorneys Fees And Costs; Memorandum of Points And Authorities; And Declaration of Wendy L. Walker, Esq.</i>
12/15/2017	 Joinder Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Defendant Lifeguard Pool Maintenance dba Lifeguard Pool's Joinder to Rivera Framing Inc. dba Rivera Framers' Opposition to Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(E)</i>
12/15/2017	 Motion to Retax Filed By: Trustee Byrne, Janette <i>Plaintiff s Motion To Retax Defendant Lands West Builders, Inc. s Verified Memorandum of Costs; And Declaration of Wendy L. Walker, Esq.</i>
12/15/2017	 Memorandum of Costs and Disbursements <i>Defendant Prestige Roofing, Inc.'s Memorandum of Costs and Disbursements</i>
12/15/2017	 Memorandum of Costs and Disbursements Filed By: Cross Defendant DMK Concrete Inc <i>Defendant/Cross-Defendant DMK Concrete, Inc.'s Memorandum of Costs and Disbursements</i>
12/18/2017	 Motion to Retax Filed By: Trustee Byrne, Janette <i>Plaintiff s Motion to Retax Bryant Masonry, LLC's Memorandum of Costs; and Memorandum of Points and Authorities in Support Thereof</i>
12/18/2017	 Motion to Retax Filed By: Trustee Byrne, Janette <i>Plaintiff s Motion to Retax Pyramid Plumbing, Inc.'s Memorandum of Costs; And Supplement to Memorandum of Costs and Disbursements</i>
12/18/2017	 Motion to Retax Filed By: Trustee Byrne, Janette <i>Plaintiff s Motion To Retax Defendant Sunridge Builders, Inc. s Verified Memorandum of Costs; And Memorandum of Points And Authorities In Support Thereof</i>
12/18/2017	 Motion to Retax Filed By: Trustee Byrne, Janette <i>Plaintiff s Motion To Retax Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs And Disbursements; And Memorandum of Points And Authorities In Support Thereof</i>














CASE SUMMARY

CASE NO. A-16-742143-D

12/18/2017	 Opposition Filed By: Trustee Byrne, Janette <i>Plaintiff's Opposition to Defendant Sunridge Builders, Inc.'s Motion for Attorney's Fees and Costs; And Declaration of Wendy L. Walker, Esq. In Support Thereof</i>
12/18/2017	 Stipulation and Order for Dismissal With Prejudice Filed By: Defendant Trim Time LLC <i>Stipulation and Order for Dismissal of Defendant Trim Time, LLC dba Blitz Construction with Prejudice</i>
12/19/2017	 Memorandum of Costs and Disbursements Filed By: Cross Defendant Green Planet Landscaping LLC <i>Defendant/Cross-Defendant, Green Planet Landscaping, LLC s Verified Memorandum of Costs and Disbursements</i>
12/19/2017	 Joinder Filed By: Cross Defendant Green Planet Landscaping LLC <i>Defendant/Cross-Defendant, Green Planet Landscaping, LLC s Joinder To Rivera Framing Inc. dba Rivera Framers Opposition To Plaintiff's Motion To Alter Or Amend Judgment Under NRCP 59(E)</i>
12/20/2017	 Notice of Entry of Stipulation & Order for Dismissal <i>Notice of Entry of Stipulation and Order for Dismissal of Defendant Trim Time. LLC dba Blitz Construction with Prejudice</i>
12/21/2017	 Order Granting Filed By: Cross Defendant Ivie Mechanical Inc <i>Order Granting Defendant, Ivie Mechanical Inc.'s Motion for Determination of Good Faith Settlement</i>
12/26/2017	 Stipulation and Order Filed by: Defendant Lands West Builders Inc <i>Stipulation to Extend Date for Opposition to Plaintiff's Motion to Alter or Amend Judgment</i>
12/26/2017	 Notice of Entry Filed By: Defendant Lands West Builders Inc <i>Notice of Entry of Stipulation to Extend Date for Opposition to Plaintiff's Motion to Alter or Amend Judgment</i>
12/27/2017	 Notice of Entry of Order Filed By: Cross Defendant Ivie Mechanical Inc <i>Notice of Entry of Order Granting Defendant, Ivie Mechanical Inc.'s Motion for Determination of Good Faith Settlement</i>
12/28/2017	 Reply in Support Filed By: Third Party Plaintiff Sunridge Builders Inc <i>Defendant's Reply in Support of Motion for Attorneys Fees, Costs and Interest</i>
12/28/2017	 Opposition Filed By: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Opposition to Plaintiff's Motion to Retax Costs</i>
12/29/2017	 Opposition Filed By: Cross Defendant Rivera Framing Inc <i>Rivera Framing Inc. dba Rivera Framers' Opposition to Plaintiff's Motion to Retax Costs</i>

CASE SUMMARY

CASE NO. A-16-742143-D

12/29/2017	 Reply in Support Filed By: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Reply in Support of Motion for Attorneys' Fees and Costs</i>
01/02/2018	 Opposition to Motion Filed By: Cross Defendant Pyramid Plumbing <i>Defendant Pyramid Plumbing, Inc.'s Opposition to Plaintiff's Motion to Retax Defendant Pyramid Plumbings Memo of Costs and Disbursements</i>
01/02/2018	 Memorandum of Costs and Disbursements Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Defendant Lifeguard Pool Maintenance dba Lifeguard Pool's Memorandum of Costs</i>
01/04/2018	 Opposition <i>Sunridge Builders' Opposition to Plaintiff's Motion to Retax Verified Memorandum of Costs</i>
01/08/2018	 Supplement Filed by: Defendant Prestige Roofing Inc <i>Defendant Prestige Roofing, Inc.'s Supplement to Memorandum of Costs and Disbursements</i>
01/08/2018	 Supplement Filed by: Cross Defendant DMK Concrete Inc <i>Defendant/Cross-Defendant DMK Concrete, Inc.'s Supplement to Memorandum of Costs and Disbursements</i>
01/08/2018	 Notice of Change Filed By: Third Party Defendant White Feather Drywall & Paint <i>Notice of Change of Address and Contact Information</i>
01/08/2018	 Opposition Filed By: Cross Defendant Bryant Masonry LLC <i>Bryant Masonry, LLC's Opposition to Plaintiff's Motion to Re-Tax Costs</i>
01/09/2018	 Motion to Withdraw As Counsel Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Suter Law & Advocacy LLC's Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pool Maint. dba Lifeguard</i>
01/11/2018	 Supplement <i>Sunridge's Supplemental Briefing in Support of Motion for Attorney's Fees, Costs and Interest</i>
01/11/2018	 Supplement Filed by: Defendant Lands West Builders Inc <i>Defendant Lands West Builders, Inc.'s Post-Hearing Supplemental Brief In Support of Motion for Attorneys' Fees and Costs</i>
01/11/2018	 Supplement to Opposition Filed By: Trustee Byrne, Janette <i>Plaintiff's Supplemental Opposition to Lands West Builders, LLC's Motion for Attorney's Fees and Costs, and Sunridge Builders, LLC's Motion for Attorney's Fees, Costs and Interest</i>
01/18/2018	 Order

CASE SUMMARY

CASE NO. A-16-742143-D

Order Moving Hearing to Chambers Calendar

01/19/2018



Supplemental

Filed by: Trustee Byrne, Janette

Plaintiff's Supplemental Briefing in Support of its Motion to Retax Lands West Builders, Inc.'s Verified Memorandum of Costs

01/30/2018



Supplemental Brief

Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust

Plaintiff's Supplemental Briefing in Support of its Motions to Retax Pyramid Plumbing, Inc.'s Verified Memorandum of Costs; Rivera Framing, Inc. dba Rivera Framers' Memorandum of Costs; and Bryant Masonry, LLC's Verified Memorandum of Costs

01/31/2018



Affidavit in Support

Filed By: Cross Defendant Lifeguard Pool Maintenance

SUTER LAW & ADVOCACY LLC S EDCR 7.40 AFFIDAVIT IN SUPPORT OF ITS MOTION TO WITHDRAW AS COUNSEL FOR DEFENDANT/CROSS-DEFENDANT LIFEGUARD POOL MAINT. DBA LIFEGUARD POOLS

02/09/2018



Recorders Transcript of Hearing

Recorder's Transcript of Hearing: All Pending Motions 10/18/17

02/09/2018



Substitution of Attorney

Filed by: Cross Defendant Lifeguard Pool Maintenance

Substitution of Attorneys

02/09/2018



Motion to Withdraw As Counsel

Filed By: Cross Defendant Lifeguard Pool Maintenance

Grant & Associates' Amended Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pool Maint. dba Lifeguard Pools

02/15/2018



Motion

Filed By: Cross Defendant Ivie Mechanical Inc

Defendant, Ivie Mechanical, Inc.'s Motion to Deem the Settlement Agreement Executed

02/20/2018



Substitution of Attorney

Filed by: Cross Defendant Rivera Framing Inc

Substitution of Attorney for Rivera Framing Inc dba Rivera Framers

02/22/2018



Notice of Change

Filed By: Cross Defendant Lifeguard Pool Maintenance

Notice of Change of Firm Address

02/28/2018



Order Denying Motion

Order Denying Plaintiff's Motion to Retax Costs Sought by Rivera Framing Inc. Dba Rivera Framers and Granting Costs Sought by Rivera Framing Inc. Dba Rivera Framers

02/28/2018



Notice of Entry of Order

Filed By: Cross Defendant Rivera Framing Inc

Notice of Entry of Order Denying Plaintiff's Motion to Retax Costs Sought By Rivera Framing Inc. and Granting Costs Sought by Rivera Framings Inc.

02/28/2018








Order Granting Motion

Filed By: Cross Defendant Lifeguard Pool Maintenance

Order Granting Suter Law and Advocacy LLC's Motion to Withdraw as Counsel for Defendant













CASE SUMMARY

CASE NO. A-16-742143-D

02/28/2018	 Notice of Entry of Order Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Notice of Entry of Order</i>
02/28/2018	 Order Denying Motion Filed By: Defendant Lands West Builders Inc <i>Order Denying Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(e)</i>
03/01/2018	 Notice of Entry Filed By: Defendant Lands West Builders Inc <i>Notice of Entry of Order Denying Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(e)</i>
03/05/2018	 Order Filed By: Cross Defendant Pyramid Plumbing <i>Order Denying Plaintiff's Motion to Retax Pyramid Plumbing Memo of Costs and Supplemental Memo of Costs</i>
03/05/2018	 Stipulation and Order Filed by: Cross Defendant Circle S Development <i>Stipulation and Order to Set Aside Default of Defendant Circle S Development dba Deck Systems Nevada and Grant Summary Judgment</i>
03/05/2018	 Initial Appearance Fee Disclosure Filed By: Cross Defendant Circle S Development <i>Initial Appearance Fee Disclosure</i>
03/06/2018	 Notice of Entry of Stipulation and Order <i>Notice of Entry of Stipulation and Order to Set Aside Default of Defendant Circle S Development dba Deck Systems Nevada and Grant Summary Judgment</i>
03/06/2018	 Notice of Entry of Order Filed By: Cross Defendant Pyramid Plumbing <i>2018.03.06 Notice of Entry of Order re Pyramid Plumbing</i>
03/07/2018	 Motion for Order Filed By: Cross Defendant Green Planet Landscaping LLC <i>Green Planet Landscaping, LLC's Motion For Order Allowing Costs and Necessary Disbursements and Pre- Judgment Interest</i>
03/13/2018	 Order Granting Motion Filed By: Defendant Lands West Builders Inc <i>Order Granting Defendant Lands West Builders, Inc.'s Verified Memorandum of Costs</i>
03/13/2018	 Order Granting Motion Filed By: Defendant Lands West Builders Inc <i>Order Granting Defendant Lands West Builders, Inc.'s Motion for Attorneys' Fees and Costs</i>
03/13/2018	 Notice of Entry Filed By: Defendant Lands West Builders Inc <i>Notice of Entry of Order Granting Defendant Lands West Builders, Inc.'s Verified Memorandum of Costs</i>
03/13/2018	














CASE SUMMARY

CASE NO. A-16-742143-D

	 Notice of Entry Filed By: Defendant Lands West Builders Inc <i>Notice of Entry of Order Granting Lands West Builders, Inc.'s Motion for Attorneys' Fees and Costs</i>
03/13/2018	 Notice of Non Opposition Filed By: Cross Defendant Ivie Mechanical Inc <i>Third-Party Defendant Larry Methvin Installation's Notice of Non-Opposition to Motion to Deem the Settlement Agreement Signed</i>
03/22/2018	 Answer to Crossclaim Filed By: Cross Defendant Circle S Development <i>Defendant/Cross Defendant Circle S Development dba Deck Systems' Answer to Cross-Claim of Defendant/Cross Claimant Sunridge Builders, Inc.</i>
03/23/2018	 Notice of Non Opposition Filed By: Cross Defendant Ivie Mechanical Inc <i>Third-party Defendant Ivie Mechanical Inc.'s Notice of Non-Opposition to Motion to Deem the Settlement Agreement Signed</i>
03/29/2018	 Order Scheduling Status Check <i>Order Scheduling Status Check</i>
04/03/2018	 Notice of Motion Filed By: Cross Defendant Ivie Mechanical Inc <i>Notice of Motion</i>
04/03/2018	 Order <i>Order Granting Sunridge Builders' Memorandum of Costs</i>
04/04/2018	 Notice of Entry of Order <i>Notice of Entry of Order</i>
04/09/2018	 Order Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Order Granting Grant & Associates' Amended Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pool Maint. dba Lifeguard Pools</i>
04/10/2018	 Stipulation and Order for Dismissal With Prejudice Filed By: Cross Defendant Ivie Mechanical Inc <i>Stipulation and Order to Dismiss Defendant Ivie Mechanical, Inc. with Prejudice</i>
04/10/2018	 Motion for Costs Filed By: Cross Defendant DMK Concrete Inc <i>Defendant/Cross-Defendant DMK Concrete, inc.'s Motion for Order Awarding Costs and Disbursements</i>
04/10/2018	 Motion for Costs Filed By: Defendant Prestige Roofing Inc <i>Defendant Prestige Roofing, Inc.'s Motion for Order Awarding Costs and Disbursements</i>
04/11/2018	 Notice of Entry of Stipulation & Order for Dismissal Filed By: Cross Defendant Ivie Mechanical Inc <i>Notice of Entry of Stipulation & Order to Dismiss Defendant Ivie Mechanical, Inc. with Prejudice</i>

CASE SUMMARY

CASE NO. A-16-742143-D

04/13/2018	 Notice of Voluntary Dismissal Without Prejudice Filed by: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Plaintiff's Notice of Voluntary Dismissal Without Prejudice Pursuant to NRCP 41(a) of Defendant 4M Corp</i>
04/13/2018	 Notice of Voluntary Dismissal Without Prejudice Filed by: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Plaintiff's Notice of Voluntary Dismissal Without Prejudice Pursuant to NRCP 41(a) of Defendant BSH Home Appliances Corporation</i>
04/20/2018	 Stipulation and Order Filed by: Cross Defendant S & L Roofing Inc <i>Stipulation and Order to: 1) Set Aside Default against S & L Roofing and 2) Enter Summary Judgment in Favor of S & L Roofing, Inc.</i>
04/20/2018	 Notice of Entry of Order Filed By: Cross Defendant S & L Roofing Inc <i>Notice of Entry of Stipulation and Order to: 1) Set Aside Default Against S & L Roofing, Inc.: and 2) Enter Summary Judgment in Favor of S & L Roofing, Inc.</i>
04/25/2018	 Order Denying Motion <i>Order Denying Plaintiff's Motion to Retax Bryant Masonry, LLC's Memorandum of Costs</i>
04/25/2018	 Notice of Entry of Order Filed By: Cross Defendant Bryant Masonry LLC <i>Notice of Entry of Order Denying Plaintiff's Motion to Retax Bryant Masonry, LLC's Costs</i>
04/25/2018	 Order Filed By: Cross Defendant Green Planet Landscaping LLC <i>Order Granting Green Planet Landscaping, Llc s Motion For Order Allowing Costs And Necessary Disbursements And Pre- Judgment Interest</i>
04/25/2018	 Stipulation and Order <i>Stipulation and Order to Vacate the Trial Date</i>
04/26/2018	 Notice of Entry of Order <i>Notice of Entry of Order</i>
04/26/2018	 Notice of Entry of Order Filed By: Cross Defendant Green Planet Landscaping LLC <i>Notice of Entry of the Order Granting Green Planet Landscaping, LLC s Motion For Order Allowing Costs</i>
05/01/2018	 Order Denying Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Order Denying Sunridge Builders, Inc.'s Motion for Attorney's Fees</i>
05/01/2018	 Order Granting Filed By: Cross Defendant Ivie Mechanical Inc <i>Order Granting Defendant, Ivie Mechanical Inc's Motion to Deem the Settlement Agreement Executed</i>
05/01/2018	 Notice of Appearance

CASE SUMMARY

CASE NO. A-16-742143-D

Party: Cross Defendant S & L Roofing Inc
S&L Roofing, Inc.'s Notice of Appearance

05/01/2018



Initial Appearance Fee Disclosure

Filed By: Cross Defendant S & L Roofing Inc
S&L Roofing, Inc.'s Initial Appearance Fee Disclosure

05/01/2018



Answer to Crossclaim

Filed By: Cross Defendant S & L Roofing Inc
S&L Roofing, Inc.'s Answer to Sunridge Builders, Inc.'s Cross Claim

05/02/2018



Notice of Entry

Filed By: Cross Defendant Ivie Mechanical Inc
Notice of Entry of Order Granting Defendant, Ivie Mechanical Inc's Motion to Deem the Settlement Agreement Executed

05/07/2018



Notice

Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust
Part 1-Notice of Lodgment of Exhibits Pertaining to Plaintiff's Applications for Default Judgment Against: 1) J.C.W. Concrete, Inc.; 2) Karl Henry Linsenbardt dba Signature Door & Trim; 3) Spray Product Applications; and 4) Window Installation Specialists

05/07/2018



Notice

Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust
Part 2-Notice of Lodgment of Exhibits Pertaining to Plaintiff's Applications for Default Judgment Against: 1) J.C.W. Concrete, Inc.; 2) Karl Henry Linsenbardt dba Signature Door & Trim; 3) Spray Product Applications; and 4) Window Installation Specialists

05/07/2018



Application for Default Judgment

Party: Trustee Byrne, Janette; Plaintiff UOFM Trust
Plaintiff's Application for Default Judgment Against J.C.W. Concrete, Inc.

05/07/2018



Application for Default Judgment

Party: Trustee Byrne, Janette; Plaintiff UOFM Trust
Plaintiff's Application for Default Judgment Against Spray Product Applications, LLC

05/07/2018



Application for Default Judgment

Party: Trustee Byrne, Janette; Plaintiff UOFM Trust
Plaintiff's Application for Default Judgment Against Karl Henry Linsenbardt dba Signature Door & Trim

05/07/2018



Application for Default Judgment

Party: Trustee Byrne, Janette; Plaintiff UOFM Trust
Plaintiff's Application for Default Judgment Against Window Installation Specialists, LLC

05/07/2018



Notice

Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust
Part 3-Notice of Lodgment of Exhibits Pertaining to Plaintiff's Applications for Default Judgment Against: 1) J.C.W. Concrete, Inc.; 2) Karl Henry Linsenbardt dba Signature Door & Trim; 3) Spray Product Applications; and 4) Window Installation Specialists

05/07/2018















Notice

Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust
Part 4-Notice of Lodgment of Exhibits Pertaining to Plaintiff's Applications for Default Judgment Against: 1) J.C.W. Concrete, Inc.; 2) Karl Henry Linsenbardt dba Signature Door & Trim; 3) Spray Product Applications; and 4) Window Installation Specialists













CASE SUMMARY

CASE NO. A-16-742143-D

05/21/2018	 Notice of Entry of Order Filed By: Cross Defendant Lifeguard Pool Maintenance <i>Notice Of Entry Of Order Granting Grant & Associates Amended Motion To Withdraw As Counsel For Defendant/Cross-Defendant Lifeguard Pool Maint. dba Lifeguard Pools</i>
05/23/2018	 Notice of Entry of Order Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Notice Of Entry Of Order Denying Sunridge Builders, Inc. s Motion For Attorney s Fees</i>
05/24/2018	 Certificate of Mailing Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Certificate of Mailing [For Plaintiff's Applications For Default Judgment against: 1) J.C.W. Concrete, Inc.; 2) Spray Product Applications, LLC; and 3) Window Installation Specialists, LLC]</i>
05/31/2018	 Notice Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Notice Of Prove Up Hearing [Re: J.C.W. Concrete, Inc.]</i>
05/31/2018	 Notice Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Notice Of Prove Up Hearing [Re: Spray Product Applications, LLC]</i>
05/31/2018	 Notice Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Notice Of Prove Up Hearing [Re: Window Installation Specialists, LLC]</i>
05/31/2018	 Notice Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Notice of Prove Up Hearing [Re: Karl Henry Linsenbardt dba Signature Door & Trim]</i>
06/07/2018	 Order Shortening Time Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Order Shortening Time on Prove-Up Hearing with Regard to J.C.W. Concrete, Inc.</i>
06/11/2018	 Notice of Entry of Order Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Notice of Entry of Order Shortening Time on Prove-Up Hearing with Regard to J.C.W. Concrete, Inc.</i>
06/13/2018	 Order Granting Motion Filed By: Cross Defendant DMK Concrete Inc <i>Order Granting Defendant/Cross-Defendant DMK Concrete, Inc.'s Motion for Order Awarding Costs and Disbursements</i>
06/13/2018	 Order Granting Motion Filed By: Defendant Prestige Roofing Inc <i>Order Granting Defendant/Cross-Defendant Prestige Roofing, Inc.'s Motion for Order Awarding Costs and Disbursements</i>
06/13/2018	 Affidavit of Service Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Affidavit of Service (Re: Application of Default Judgment on Linsenbardt dba Signature Door & Trim)</i>













CASE SUMMARY

CASE NO. A-16-742143-D

06/14/2018	 Notice of Entry of Order Filed By: Defendant Prestige Roofing Inc <i>Notice of Entry of Order Granting Defendant Prestige Roofing, Inc.'s Motion for Order Awarding Costs and Disbursements</i>
06/14/2018	 Notice of Entry of Order Filed By: Cross Defendant DMK Concrete Inc <i>Notice of Entry of Order Granting Defendant/Cross-Defendant DMK Concrete, Inc.'s Motion for Order Awarding Costs and Disbursements</i>
07/02/2018	Case Reassigned to Department 31 <i>Reassigned From Judge Scotti - Dept 2</i>
07/06/2018	 Notice of Voluntary Dismissal <i>Notice of Voluntary Dismissal of Third Party Defendant JD Stairs</i>
07/09/2018	 Peremptory Challenge Filed by: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Peremptory Challenge Of Judge</i>
07/10/2018	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
07/11/2018	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
07/13/2018	 Notice Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Notice to Vacate Prove-Up Hearing [Re: Spray Product Applications, LLC; Window Installation Specialists, LLC; Karl Henry Linsenbardt dba Signature Door & Trim; and JCW Concrete, Inc.]</i>
07/17/2018	 Notice of Change of Address Filed By: Cross Defendant Bryant Masonry LLC <i>Notice of Change of Firm Address</i>
07/17/2018	 Notice of Change of Address Filed By: Third Party Plaintiff Sunridge Builders Inc <i>Notice of Change of Firm Address</i>
07/20/2018	 Amended Notice Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Amended Notice Of Prove-Up Hearing [Re: Spray Product Applications, LLC; Window Installation Specialists, LLC; Karl Henry Linsenbardt dba Signature Door & Trim; and JCW Concrete, Inc.]</i>
07/25/2018	 Notice of Change of Hearing
09/04/2018	 Amended Notice Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Second Amended Notice of Prove-Up Hearing (Re: Spray Product Applications, LLC; Window Installation Specialists, LLC; Karl Henry Linsenbardt dba Signature Door & Trim; and JCW Concrete, Inc.)</i>








CASE SUMMARY

CASE NO. A-16-742143-D

09/25/2018	 Supplemental Brief Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Supplemental Briefing in Support of Plaintiff's Request For Attorney's Fees, Costs and Expert Fees to Be Included in Its Default Judgment Against J.C.W. Concrete, Inc.</i>
09/25/2018	 Supplemental Brief Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Supplemental Briefing in Support of Plaintiff's Request For Attorney's Fees, Costs and Expert Fees to Be Included in Its Default Judgment Against Spray Product Applications, LLC</i>
09/25/2018	 Supplemental Brief Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Supplemental Briefing in Support of Plaintiff's Request For Attorney's Fees, Costs and Expert Fees to Be Included in Its Default Judgment Against Window Installation Specialists, LLC</i>
09/25/2018	 Supplemental Brief Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Supplemental Briefing in Support of Plaintiff's Request For Attorney's Fees, Costs and Expert Fees to Be Included in Its Default Judgment Against Karl Henry Linsenhardt dba Signature Door & Trim</i>
10/10/2018	 Motion Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Plaintiff's Motion for Certification of Final Judgment Pursuant to NRCP 54(b)</i>
10/12/2018	 Notice of Voluntary Dismissal Without Prejudice Filed by: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Plaintiff's Notice of Voluntary Dismissal Without Prejudice Pursuant to NRCP 41(a) of Mountain West Electric</i>
10/19/2018	 Order Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Order Granting Default Judgment Against Spray Product Applications, LLC</i>
10/19/2018	 Order Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Order Granting Default Judgment Against Window Installation Specialists, LLC</i>
10/19/2018	 Order Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Order Granting Default Judgment against J.C.W. Concrete, Inc.</i>
10/19/2018	 Order Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Order Granting Default Judgment Against Karl Henry Linsenhardt dba Signature Door & Trim</i>
10/25/2018	 Notice of Entry of Order Filed By: Trustee Byrne, Janette <i>Notice of Entry of Order Granting Default Judgment Against Spray Product Applications, LLC</i>
10/25/2018	 Notice of Entry of Order Filed By: Trustee Byrne, Janette <i>Notice of Entry of Order Granting Default Judgment Against Window Installation Specialists, LLC</i>

CASE SUMMARY

CASE NO. A-16-742143-D

10/25/2018	 Notice of Entry of Order Filed By: Trustee Byrne, Janette <i>Notice of Entry of Order Granting Default Judgment Against J.C.W. Concrete, Inc.</i>
10/30/2018	 Notice of Non Opposition Filed By: Trustee Byrne, Janette <i>Notice of Non-Opposition to Plaintiff's Motion for Certification of Final Judgment to NRCP 54(b)</i>
11/27/2018	 Order Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Order Granting Certification of Final Judgment Pursuant to NRCP 54(b)</i>
11/29/2018	 Notice of Entry Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Notice of Entry of Order Granting Certification of Final Judgment Pursuant to NRCP 54(b)</i>
12/07/2018	 Case Appeal Statement Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Plaintiff's Case Appeal Statement</i>
12/10/2018	 Notice of Appeal Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Plaintiff's Notice of Appeal</i>
12/11/2018	 Notice of Appeal Filed By: Trustee Byrne, Janette; Plaintiff UOFM Trust <i>Plaintiff's Notice of Appeal</i>
<u>DISPOSITIONS</u>	
07/28/2017	Order of Dismissal With Prejudice (Judicial Officer: Williams, Timothy C.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: Avanti Products LLC (Defendant) Judgment: 07/28/2017, Docketed: 07/31/2017
08/28/2017	Dismissal Pursuant to NRCP 41 (Judicial Officer: Scotti, Richard F.) Debtors: Brandon Iron Inc (Third Party Defendant) Creditors: Sunridge Builders Inc (Third Party Plaintiff) Judgment: 08/28/2017, Docketed: 08/28/2017
10/09/2017	Order of Dismissal Without Prejudice (Judicial Officer: Scotti, Richard F.) Debtors: Sunridge Builders Inc (Third Party Plaintiff) Creditors: Hardy Cabinets Inc (Third Party Defendant) Judgment: 10/09/2017, Docketed: 10/10/2017
11/03/2017	Summary Judgment (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: Sunridge Builders Inc (Defendant), Lands West Builders Inc (Defendant) Judgment: 11/03/2017, Docketed: 11/06/2017
11/07/2017	Order of Dismissal With Prejudice (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: Trim Time LLC (Defendant) Judgment: 11/07/2017, Docketed: 11/08/2017 Comment: Certain Claims

CASE SUMMARY**CASE NO. A-16-742143-D**

12/07/2017	Order of Dismissal With Prejudice (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Trustee), UOFM Trust (Plaintiff) Creditors: General Electric Company (Defendant) Judgment: 12/07/2017, Docketed: 12/07/2017
12/14/2017	Summary Judgment (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Trustee, Plaintiff), UOFM Trust (Plaintiff) Creditors: Sunridge Builders Inc (Defendant), Lands West Builders Inc (Defendant), Bryant Masonry LLC (Defendant), DMK Concrete Inc (Defendant), Green Planet Landscaping LLC (Defendant), Ivie Mechanical Inc (Defendant), Lifeguard Pool Maintenance (Defendant), Prestige Roofing Inc (Defendant), Pyramid Plumbing (Defendant), Rivera Framing Inc (Defendant), Trim Time LLC (Defendant), White Feather Drywall & Paint (Third Party Defendant) Judgment: 12/14/2017, Docketed: 12/14/2017
12/18/2017	Order of Dismissal With Prejudice (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Trustee, Plaintiff), UOFM Trust (Plaintiff) Creditors: Trim Time LLC (Defendant) Judgment: 12/18/2017, Docketed: 12/19/2017
02/28/2018	Order (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: Rivera Framing Inc (Defendant) Judgment: 02/28/2018, Docketed: 02/28/2018 Total Judgment: 1,527.67
03/05/2018	Order (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: Pyramid Plumbing (Defendant) Judgment: 03/05/2018, Docketed: 03/05/2018 Total Judgment: 4,940.51
03/05/2018	Summary Judgment (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: Sunridge Builders Inc (Defendant), Lands West Builders Inc (Defendant), Circle S Development (Defendant) Judgment: 03/05/2018, Docketed: 03/12/2018
03/13/2018	Order (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Trustee, Plaintiff), UOFM Trust (Plaintiff) Creditors: Lands West Builders Inc (Defendant) Judgment: 03/13/2018, Docketed: 03/13/2018 Total Judgment: 42,465.07
03/13/2018	Order (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Trustee, Plaintiff), UOFM Trust (Plaintiff) Creditors: Lands West Builders Inc (Defendant) Judgment: 03/13/2018, Docketed: 03/13/2018 Total Judgment: 94,662.50
04/03/2018	Order (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: Sunridge Builders Inc (Defendant) Judgment: 04/03/2018, Docketed: 04/04/2018 Total Judgment: 110,650.39
04/10/2018	Order of Dismissal With Prejudice (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: Ivie Mechanical Inc (Defendant) Judgment: 04/10/2018, Docketed: 04/10/2018
04/13/2018	Judgment of Dismissal - Entry by Clerk (Judicial Officer: Scotti, Richard F.)

CASE SUMMARY**CASE NO. A-16-742143-D**

	Debtors: 4M Corp (Defendant) Creditors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Judgment: 04/13/2018, Docketed: 04/13/2018
04/13/2018	Judgment of Dismissal - Entry by Clerk (Judicial Officer: Scotti, Richard F.) Debtors: BSH Home Appliances Corporation (Defendant) Creditors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Judgment: 04/13/2018, Docketed: 04/13/2018
04/20/2018	Summary Judgment (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff) Creditors: S & L Roofing Inc (Defendant) Judgment: 04/20/2018, Docketed: 04/20/2018
04/25/2018	Order (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff) Creditors: Bryant Masonry LLC (Defendant) Judgment: 04/25/2018, Docketed: 04/25/2018 Total Judgment: 44,521.08
04/25/2018	Order (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff) Creditors: Green Planet Landscaping LLC (Defendant) Judgment: 04/25/2018, Docketed: 04/25/2018 Total Judgment: 11,244.17
06/13/2018	Order (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: DMK Concrete Inc (Defendant) Judgment: 06/13/2018, Docketed: 06/13/2018 Total Judgment: 11,153.57
06/13/2018	Order (Judicial Officer: Scotti, Richard F.) Debtors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Creditors: Prestige Roofing Inc (Defendant) Judgment: 06/13/2018, Docketed: 06/13/2018 Total Judgment: 2,677.60
07/06/2018	Dismissal Pursuant to NRCP 41 (Judicial Officer: Kishner, Joanna S.) Debtors: JD Stairs Inc (Third Party Defendant) Creditors: Sunridge Builders Inc (Third Party Plaintiff) Judgment: 07/06/2018, Docketed: 07/06/2018
10/12/2018	Dismissal Pursuant to NRCP 41 (Judicial Officer: Kishner, Joanna S.) Debtors: Mountain West Electric (Defendant) Creditors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Judgment: 10/12/2018, Docketed: 10/15/2018
10/19/2018	Default Judgment (Judicial Officer: Kishner, Joanna S.) Debtors: Spray Product Applications LLC (Defendant) Creditors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Judgment: 10/19/2018, Docketed: 10/22/2018 Total Judgment: 671,147.07
10/19/2018	Default Judgment (Judicial Officer: Kishner, Joanna S.) Debtors: Window Installation Specialist LLC (Defendant) Creditors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff) Judgment: 10/19/2018, Docketed: 10/22/2018 Total Judgment: 95,530.19
10/19/2018	Default Judgment (Judicial Officer: Kishner, Joanna S.)

CASE SUMMARY

CASE NO. A-16-742143-D

Debtors: J.C.W. Concrete Inc (Defendant)
Creditors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff)
Judgment: 10/19/2018, Docketed: 10/22/2018
Total Judgment: 227,041.17

10/19/2018

Default Judgment (Judicial Officer: Kishner, Joanna S.)
Debtors: Karl Henry Lisenhardt (Defendant)
Creditors: Janette Byrne (Plaintiff), UOFM Trust (Plaintiff)
Judgment: 10/19/2018, Docketed: 10/22/2018
Total Judgment: 43,341.54

HEARINGS

03/01/2017



Motion (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Plaintiff's Motion to Have Case Designated as Complex and Appoint Special Master
Granted;

Journal Entry Details:

Mr. Springle stated the motion was unopposed. Mr. Jones agreed. Mr. Springle stated this was his house and he wanted to move this case along as there was additional water damage whenever it rained. Mr. Springle requested Floyd Hale be appointed Special Master. There being no opposition, COURT ORDERED, Motion GRANTED; Floyd Hale APPOINTED as Special Master. Mr. Springle made an oral motion to amend the complaint since it had been more than 90 days and only two parties had made an appearance. Mr. Walters and Mr. Jones STIPULATED; COURT SO ORDERED.;

03/15/2017



Motion for Preferential Trial Setting (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Plaintiffs' Petition for Preferential Trial Setting Pursuant to NRS 40.689(1)(a); Motion to Compel Defendants to Provide Insurance Information Pursuant to NRS 40.687 on Order Shortening Time; and Declaration of Adam H. Springel in Support Thereof

Granted;

Journal Entry Details:

Ms. Walker stated this was a single family home, there was flooding of the property, and that stones were falling off the wall. Ms. Walker argued this was just one party involved in a Chapter 40 process which had been ongoing for over a year and she would like to request a preferential trial setting. Mr. Walters argued the Pltf. was asking for this in a case that was deemed complex and it was expected there would be up to 30 witnesses. Mr. Walters stated he just wanted the Deft.'s to have the opportunity to adequately defend themselves. Ms. Alessi argued there was no showing that this case needed to be set for a preferential setting and that if granted she requested it be set for 16 -18 months out. Ms. Alessi further argued there were 27 third-parties named in the complaint and there were alter ego issues that were not standard. Court stated concerns regarding the standing water in the home and that it was important for the parties to move toward a trial date AND THEREFORE ORDERED, Motion GRANTED as it relates to NRS 40.689; Trial Dates SET; Motion to Compel DENIED WITHOUT PREJUDICE; Status Check SET at sweeps and if there were any problems from a discovery stand point regarding the third-parties, the court would talk about them at that time. 01/03/18/ 10:30 AM PRETRIAL/CALENDAR CALL 01/22/17 9:30 AM JURY TRIAL;

06/28/2017



Motion for Determination of Good Faith Settlement (9:00 AM) (Judicial Officer: Williams, Timothy C.)

Defendant Avanti Products, LLC's Motion for Determination of Good Faith Settlement
Granted;

Journal Entry Details:

Jeremiah Pendleton, Esq., appeared on behalf of Deft, Green Planet Landscaping COURT noted the absence of the moving party and reviewed the settlement amount. There being no opposition, COURT ORDERED, motion GRANTED. ;

09/11/2017



Status Check (9:00 AM) (Judicial Officer: Scotti, Richard F.)

Matter Heard;

Journal Entry Details:

Upon Court's inquiry, Ms. Walker indicated parties have a voluntary mediation set for next week and another mediation in October, and noted parties on currently on track for Discovery. Ms. Walker stated the trial date was set on a preferential stack due to ongoing damages,

CASE SUMMARY

CASE NO. A-16-742143-D


however would understand if the Court needed to move it, however would not be okay with next June. Ms. Walker indicated the trial will take three to four weeks, it depends on how many parties are left. Mr. Walters stated he would suggest four to six weeks for trial. Ms. Dalacas agree with Mr. Walters and stated parties received the firm trial setting when not all of the parties appeared in the case, and now they are, and she would be requesting to move the trial date onto the next stack. Colloquy regarding trial start dates. COURT ORDERED, trial dates VACATED and RESET; status check SET. 10/30/17 9:00 A.M. STATUS CHECK: SETTLEMENT 1/17/18 8:45 A.M. PRE TRIAL CONFERENCE 1/31/18 8:45 A.M. CALENDAR CALL 2/20/18 10:00 A.M. JURY TRIAL;

09/25/2017 **Motion for Determination of Good Faith Settlement (3:00 AM)** (Judicial Officer: Scotti, Richard F.)
Defendant General Electric Company's Motion for Good Faith Settlement and Order Barring Further Claims
Motion Granted;

09/25/2017 **Motion for Determination of Good Faith Settlement (3:00 AM)** (Judicial Officer: Scotti, Richard F.)
Defendant BSH Home Appliance Corporation's Motion for Determination of Good Faith Settlement
Matter Heard;

09/25/2017 **Joinder (3:00 AM)** (Judicial Officer: Scotti, Richard F.)
Plaintiff Janette Byrne, as Trustee of the UofM Trust's Joinder to Defendant BSH Home Appliance Corporation's Motion for Determination of Good Faith Settlement
Matter Heard;

09/25/2017 **Joinder (3:00 AM)** (Judicial Officer: Scotti, Richard F.)
Plaintiff Janette Byrne, As Trustee Of The UOFm Trust s Joinder To Defendant General Electric Company s Motion For Good Faith Settlement And Order Barring Further Claims
Matter Heard;

09/25/2017  **All Pending Motions (3:00 AM)** (Judicial Officer: Scotti, Richard F.)
Matter Heard;
Journal Entry Details:
DEFENDANT GENERAL ELECTRIC COMPANY'S MOTION FOR GOOD FAITH SETTLEMENT AND ORDER BARRING FURTHER CLAIMS DEFENDANT BSH HOME APPLIANCE CORPORATION'S MOTION FOR DETERMINATION OF GOOD FAITH SETTLEMENT PLAINTIFF JANETTE BYRNE, AS TRUSTEE OF THE UOFM TRUST'S JOINDER TO DEFENDANT BSH HOME APPLIANCE CORPORATION'S MOTION FOR DETERMINATION OF GOOD FAITH SETTLEMENT PLAINTIFF JANETTE BYRNE, AS TRUSTEE OF THE UOFM TRUST S JOINDER TO DEFENDANT GENERAL ELECTRIC COMPANY S MOTION FOR GOOD FAITH SETTLEMENT AND ORDER BARRING FURTHER CLAIMS Defendant General Electric Company s Motion for Determination of Good Faith Settlement and Order Barring Further Claims came before this Court on its September 25, 2017 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRS 17.245, and for good cause, the Motion is hereby granted. General Electric Company is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief. Defendant BSH Home Appliance Corporation s Motion for Determination of Good Faith Settlement came before this Court on its September 25, 2017 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRS 17.245, and for good cause, the Motion is hereby granted. BSH Home Appliance Corporation is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief. CLERK'S NOTE: The above minute order has been distributed to: Greg Marsh, Esq., gwm4253@aol.com; Curtis Busby, Esq., Curtis.busby@bawmanandbrooke.com; Timothy S. Mentor, Esq., tmentor@menterwitkinlaw.com. /lg 9-29-17;

10/18/2017  **Motion for Determination of Good Faith Settlement (3:00 AM)** (Judicial Officer: Scotti, Richard F.)

CASE SUMMARY

CASE NO. A-16-742143-D

	<p><i>Defendant Trim Time, LLC dba Blitz Construction's Motion for Determination of Good Faith Settlement on an Order Shortening Time</i></p> <p>Granted; Defendant Trim Time, LLC dba Blitz Construction's Motion for Determination of Good Faith Settlement on an Order Shortening Time</p> <p>Journal Entry Details:</p> <p><i>Defendant Trim Time, LLC dba Blitz Construction's Motion for Determination of Good Faith Settlement on an Order Shortening Time came before the Court on its October 28, 2017 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRS 17.245 and good cause, the Motion is hereby GRANTED. Trim Time, LLC dba Blitz Construction is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order set forth a synopsis of the circumstances and authority justifying the requested relief. CLERK'S NOTE: A copy of this minute order was e-served to all parties. kk/10/23/17;</i></p>
10/18/2017	<p>Motion for Summary Judgment (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017</p> <p><i>Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i></p> <p>Continued for Chambers Decision; Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</p> <p>Matter Resolved;</p> <p>Continued for Chambers Decision; Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</p> <p>Matter Resolved;</p>
10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017</p> <p><i>Defendant/Cross-Defendant Lifeguard Pool Maintenance dba Lifeguard Pools & Spa's Joinder To Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Motion For Summary Judgment Pursuant to NRS 11.202(1)</i></p> <p>Continued for Chambers Decision; Defendant/Cross-Defendant Lifeguard Pool Maintenance dba Lifeguard Pools & Spa's Joinder To Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Motion For Summary Judgment Pursuant to NRS 11.202(1)</p> <p>Matter Resolved;</p> <p>Continued for Chambers Decision; Defendant/Cross-Defendant Lifeguard Pool Maintenance dba Lifeguard Pools & Spa's Joinder To Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Motion For Summary Judgment Pursuant to NRS 11.202(1)</p> <p>Matter Resolved;</p>
10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017</p> <p><i>Defendant Pyramid Plumbing Inc's Joinder to Defendants Lands West Builder Inc's and Sunridge Builders Inc's Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i></p> <p>Continued for Chambers Decision; Defendant Pyramid Plumbing Inc's Joinder to Defendants Lands West Builder Inc's and Sunridge Builders Inc's Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</p> <p>Matter Resolved;</p> <p>Continued for Chambers Decision; Defendant Pyramid Plumbing Inc's Joinder to Defendants Lands West Builder Inc's and Sunridge Builders Inc's Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</p> <p>Matter Resolved;</p>
10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017</p> <p><i>Defendant/Cross Defendant Rivera Framing, Inc.'s Joinder to Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i></p> <p>Continued for Chambers Decision; Defendant/Cross Defendant Rivera Framing, Inc.'s Joinder to Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</p> <p>Matter Resolved;</p> <p>Continued for Chambers Decision; Defendant/Cross Defendant Rivera Framing, Inc.'s Joinder to Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</p> <p>Matter Resolved;</p>



CASE SUMMARY

CASE NO. A-16-742143-D

10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017 <i>Defendant/Cross-Defendant DMK Concrete, Inc.'s Joinder to Defendants Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion Summary Judgment Pursuant to NRS 11.202(1) with Supplemental Points and Authorities</i> Continued for Chambers Decision; Defendant/Cross-Defendant DMK Concrete, Inc.'s Joinder to Defendants Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion Summary Judgment Pursuant to NRS 11.202(1) with Supplemental Points and Authorities Matter Resolved; Continued for Chambers Decision; Defendant/Cross-Defendant DMK Concrete, Inc.'s Joinder to Defendants Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion Summary Judgment Pursuant to NRS 11.202(1) with Supplemental Points and Authorities Matter Resolved;</p>
10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017 <i>Defendant Trim Time LLC dba Blitz Construction's Joinder to Defendants Lands West Builders Inc and Sunridge Builders Inc's Joint Motion for Summary Judgment Pursuant to NRS 11.202(1)</i> Continued for Chambers Decision; Defendant Trim Time LLC dba Blitz Construction's Joinder to Defendants Lands West Builders Inc and Sunridge Builders Inc's Joint Motion for Summary Judgment Pursuant to NRS 11.202(1) Matter Resolved; Continued for Chambers Decision; Defendant Trim Time LLC dba Blitz Construction's Joinder to Defendants Lands West Builders Inc and Sunridge Builders Inc's Joint Motion for Summary Judgment Pursuant to NRS 11.202(1) Matter Resolved;</p>
10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017 <i>Defendant/Cross Defendant Ivie Mechanical Inc.'s Joinder to Defendant Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202.11(1)</i> Continued for Chambers Decision; Defendant/Cross Defendant Ivie Mechanical Inc.'s Joinder to Defendant Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202.11(1) Matter Resolved; Continued for Chambers Decision; Defendant/Cross Defendant Ivie Mechanical Inc.'s Joinder to Defendant Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202.11(1) Matter Resolved;</p>
10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017 <i>Defendant/Cross Defendant Green Planet Landscaping, LLC's Joinder to Joint Motion for Summary Judgment</i> Continued for Chambers Decision; 0Defendant/Cross Defendant Green Planet Landscaping, LLC's Joinder to Joint Motion for Summary Judgment Matter Resolved; Continued for Chambers Decision; 0Defendant/Cross Defendant Green Planet Landscaping, LLC's Joinder to Joint Motion for Summary Judgment Matter Resolved;</p>
10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017 <i>Third-Party Defendant White Feather Paint and Drywall's Joinder to Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment</i> Continued for Chambers Decision; Third-Party Defendant White Feather Paint and Drywall's Joinder to Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Matter Resolved; Continued for Chambers Decision; Third-Party Defendant White Feather Paint and Drywall's Joinder to Defendants Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion</p>

CASE SUMMARY

CASE NO. A-16-742143-D

	for Summary Judgment Matter Resolved;
10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017 <i>Defendant/Cross-Defendant Bryant Masonry, LLC's Joinder in Land West Builders and Sunridge Builder's Joint Motion for Summary Judgment Pursuant to NRS 111.202(1)</i> Continued for Chambers Decision; Defendant/Cross-Defendant Bryant Masonry, LLC's Joinder in Land West Builders and Sunridge Builder's Joint Motion for Summary Judgment Pursuant to NRS 111.202(1) Matter Resolved; Continued for Chambers Decision; Defendant/Cross-Defendant Bryant Masonry, LLC's Joinder in Land West Builders and Sunridge Builder's Joint Motion for Summary Judgment Pursuant to NRS 111.202(1) Matter Resolved;</p>
10/18/2017	<p>Joinder (9:00 AM) (Judicial Officer: Scotti, Richard F.) 10/18/2017, 11/01/2017 <i>Defendant Prestige Roofing Inc's Joinder to Defendants Lands West Builders Inc and Sunridge Builders Inc's Joint Motion for Summary judgment Pursuant to NRS 11.202(1) with Supplemental Points and Authorities</i> Continued for Chambers Decision; Defendant Prestige Roofing Inc's Joinder to Defendants Lands West Builders Inc and Sunridge Builders Inc's Joint Motion for Summary judgment Pursuant to NRS 11.202(1) with Supplemental Points and Authorities Matter Resolved; Continued for Chambers Decision; Defendant Prestige Roofing Inc's Joinder to Defendants Lands West Builders Inc and Sunridge Builders Inc's Joint Motion for Summary judgment Pursuant to NRS 11.202(1) with Supplemental Points and Authorities Matter Resolved;</p>
10/18/2017	<p> All Pending Motions (9:00 AM) (Judicial Officer: Scotti, Richard F.) <i>All Pending Motions (10/18/17)</i> Matter Heard; All Pending Motions (10/18/17) Journal Entry Details: DEFENDANTS LANDS WEST BUILDERS, INC.'S AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1): JOINDERS TO WEST BUILDERS JOINT MOTION FOR SUMMARY JUDGMENT: DEFENDANT/CROSS DEFENDANT RIVERA FRAMING, INC'S JOINDER DEFENDANT/CROSS-DEFENDANT DMK CONCRETE, INC.'S JOINDER DEFENDANT/CROSS-DEFENDANT BRYANT MASONRY, LLC'S JOINDER DEFENDANT/CROSS-DEFENDANT GREEN PLANET LANDSCAPING, LLC'S JOINDER DEFENDANT TRIM TIME LLC D/B/A BLITZ CONSTRUCTION'S JOINDER DEFENDANT/CROSS-DEFENDANT IVIE MECHANICAL INC.'S JOINDER THIRD-PARTY DEFENDANT WHITE FEATHER PAINT AND DRYWALL'S JOINDER DEFENDANT/CROSS-DEFENDANT LIFEGUARD POOL MAINTENANCE DBA LIFEGUARD POOLS & SPA'S JOINDER DEFENDANT PYRAMID PLUMBING INC'S JOINDER Defendant Prestige Roofing Inc's JOINDER Defense Counsel for the joinder motions agreed to adopt the arguments by Mr. Walter's, Counsel for Lands West Builders Inc.'s Joint Motion for Summary Judgment. Arguments by Mr. Walter, in favor of the Motions and requesting the 6 year statute of limitations under NRS 11.202 be sought. Further arguments regarding the completion date, AB 125 and tolling issues. Mr. Springel argued against the Motion and Joinders and further argued NRS 11.202 being unconstitutional, retro-active argument, Chapter 40 notice and equitable issues. COURT ORDERED, Matters Taken Under Advisement, (Continued to Chambers for decision). Court noted it would include all the Findings of Fact and Conclusions of Law within the decision. Ms. Suter stated they have mediation Friday, However they could push it out for the Court's decision. Counsel concurred. Mr. Springel to inform the mediator. 11/01/17 (CHAMBERS) MOTION FOR SUMMARY JUDGMENT AND JOINDERS CLERK'S NOTE: Set matter in chambers for decision following Court. /kk .;</p>
10/30/2017	<p> Status Check (9:00 AM) (Judicial Officer: Scotti, Richard F.) Status Check: Settlement Matter Heard;</p>

CASE SUMMARY

CASE NO. A-16-742143-D

Journal Entry Details:

Ms. Walker advised that mediation that was scheduled for last week was cancelled pending the outcome of the Motion for Summary Judgment and the parties are continuing on with depositions until they receive the Court's Order. Court advised counsel to expect the Order on the Motion for Summary Judgment to be filed by Tuesday, October 31, 2017.;

11/01/2017



All Pending Motions (3:00 AM) (Judicial Officer: Scotti, Richard F.)

Minute Order - No Hearing Held;

Journal Entry Details:

DEFENDANT/CROSS-DEFENDANT BRYANT MASONRY, LLC'S JOINDER IN LAND WEST BUILDERS AND SUNRIDGE BUILDER'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANTS LANDS WEST BUILDERS, INC.'S AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT/CROSS-DEFENDANT LIFEGUARD POOL MAINTENANCE DBA LIFEGUARD POOLS & SPA'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS, INC.'S AND SUNRIDGE BUILDERS, INC.'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT PYRAMID PLUMBING INC'S JOINDER TO DEFENDANTS LANDS WEST BUILDER INC'S AND SUNRIDGE BUILDERS INC'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT/CROSS DEFENDANT RIVERA FRAMING, INC.'S JOINDER TO LANDS WEST BUILDERS, INC. AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT/CROSS-DEFENDANT DMK CONCRETE, INC.'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS, INC. AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) WITH SUPPLEMENTAL POINTS AND AUTHORITIES ... DEFENDANT TRIM TIME LLC DBA BLITZ CONSTRUCTION'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS INC AND SUNRIDGE BUILDERS INC'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT/CROSS DEFENDANT IVIE MECHANICAL INC.'S JOINDER TO DEFENDANT LANDS WEST BUILDERS, INC. AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202.11(1) ... DEFENDANT/CROSS DEFENDANT GREEN PLANET LANDSCAPING, LLC'S JOINDER TO JOINT MOTION FOR SUMMARY JUDGMENT ... DEFENDANT PRESTIGE ROOFING INC'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS INC AND SUNRIDGE BUILDERS INC'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) WITH SUPPLEMENTAL POINTS AND AUTHORITIES ... THIRD-PARTY DEFENDANT WHITE FEATHER PAINT AND DRYWALL'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS, INC.'S AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT Matters resolved by Court Order filed 11/03/2017. Matter is hereby taken off calendar. CLERK'S NOTE: The above minute order has been distributed to: aspringel@springelfink.com Christine.burkhart@wilsonelser.com lemkul@morrissullivanlaw.com jhanson@whwlawcorp.com kbrown@brownbonn.com gwm4253@aol.com bruno@wolfenzon.com churtik@hurtiklaw.com rschumacher@gordonrees.com goatesk@nationwide.com bbuckwalter@keatingig.com djohnson@watttieder.com llouis@rlattorneys.com pbrown@bremerwhyte.com mark.brown@thefordford.com Charles.simmons@wilsonelser.com tjones@mvjllp.com hyp/11/9/17 ;

11/20/2017



Motion for Determination of Good Faith Settlement (3:00 AM) (Judicial Officer: Scotti, Richard F.)

Third Party Defendant Ivie Mechanical Inc's Motion for Determination of Good Faith Settlement

Motion Granted;

Journal Entry Details:

Third Party Defendant Ivie Mechanical, Inc's Motion for Determination of Good Faith Settlement came before this Court on its November 20, 2017 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRS 17.245, COURT ORDERED, the motion is hereby GRANTED. COURT FURTHER ORDERED Ivie Mechanical, Inc. is directed to submit a proposed order consistent with the foregoing within TEN (10) DAYS and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief. CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Timothy S. Menter, Esq. (MENTER & WITKIN LLP) and Carrie E. Hurtik (HURTIK LAW & ASSOCIATES);

CASE SUMMARY



CASE NO. A-16-742143-D

11/29/2017	<p>CANCELED Status Check (3:00 AM) (Judicial Officer: Scotti, Richard F.)</p> <p><i>Vacated</i></p> <p><i>Status Check re Review of proposed trial protocol and jury questionnaire</i></p>
12/20/2017	<p> Status Check (9:00 AM) (Judicial Officer: Scotti, Richard F.)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Court inquired if there are any remaining claims, cross-claims or counter-claims left in case. Ms. Dalacas advised client has filed a third-party complaint as well as cross-claims against some of the direct Defs', still active only to the extent post-judgment motions are still alive and decision has not been made as to the subs. Ms. Walker advised there are several defaulted parties that need to be added and included in order. Court inquired as to not obtaining default judgment, stated will decide in chambers, give notice to those parties and they do not have entitlement to a hearing. Ms. Walker stated there are two parties, have carriers who have obtained counsel and are requesting to set aside default. Colloquy. Court noted judgment cannot be entered in their favor since they are defaulted. Mr. Turtzo stated he has asked for stipulation to set aside and will file motion. Further, counsel advised he was just retained on case, will not litigate case, ruling will apply and will follow up with Pltfs' counsel to see if we can get default set aside. Court stated as to the parties not present, application for default judgment should be done. Ms. Walker further stated as to the order, there were two parties, Trim Time and Ivey Mechanical, Inc., included that settlement was actually reached with. Mr. Turtzo stated if Sunridge is still pursuing, discovery needs to be done and if after 45 day deadline, will need to be adjusted through the Special Master. Further, discovery still open until the end of February. Ms. Dalacas stated if we need to do that, will keep trial date. Further, counsel does not believe another status check is needed at this time as there are pending motions set in January. Colloquy.;</i></p>
12/20/2017	<p> Minute Order (10:52 AM) (Judicial Officer: Scotti, Richard F.)</p> <p><i>Minute Order Re: Court's Order Nunc Pro Tunc issued December 14, 2017</i></p> <p>Minute Order - No Hearing Held; Minute Order Re: Court's Order Nunc Pro Tunc issued December 14, 2017</p> <p>Journal Entry Details:</p> <p><i>Based off representations of counsel and pursuant to the Stipulation and Order for Dismissal of Defendant Trim Time, LLC DBA Blitz Construction With Prejudice filed 12/18/2017 and another Stipulation and Order for Dismissal of Defendant Ivey Mechanical, Inc. which is forthcoming the Court Orders that its Nunc Pro Tunc Order issued 12/14/2017 does not apply to these Defendants: Ivey Mechanical and Trim Time. As such, the Nunc Pro Tunc Order in no way alters, amends, or otherwise effects the settlement agreements between Plaintiff Byrne and these Defendants. It is so ORDERED. CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, April Watkins, to all registered parties for Odyssey File & serve. aw;</i></p>
12/27/2017	<p>Motion to Amend Judgment (3:00 AM) (Judicial Officer: Scotti, Richard F.)</p> <p><i>Plaintiffs' Motion to Alter or Amend Judgment Under NRCP 59(e)</i></p> <p>Minute Order - No Hearing Held;</p>
12/27/2017	<p>Joinder (3:00 AM) (Judicial Officer: Scotti, Richard F.)</p> <p><i>Defendant Sunridge Builders Inc's Joinder to Rivera Farming Inc dba Rivera Farming's Opposition to Plaintiff's Motion to Alter or Amend Judgment Under NRCP 59(e)</i></p> <p>Minute Order - No Hearing Held;</p>
12/27/2017	<p> All Pending Motions (3:00 AM) (Judicial Officer: Scotti, Richard F.)</p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>PLAINTIFFS' MOTION TO ALTER OR AMEND JUDGMENT UNDER NRCP 59(e) DEFENDANT SUNRIDGE BUILDERS INC'S JOINDER TO RIVERA FARMING INC DBA RIVERA FARMING'S OPPOSITION TO PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT UNDER NRCP 59(e) The Court DENIES Plaintiff's Motion to Alter or Amend Judgment under NRCP 59(e). The Court appreciates Plaintiff's re-explanation of its position and has taken another look at the parties briefs and the relevant law. The Court remains convinced that it properly applied Nevada law to the undisputed facts. The Court GRANTS Plaintiff's Motion to Certify the Judgment as final. There is no just reason for delay, and there are no remaining claims by or against Plaintiff. Defendants Lands West Builders and Sunridge</i></p>

CASE SUMMARY


CASE NO. A-16-742143-D

Builders shall prepare the Order. CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, April Watkins, to all registered parties for Odyssey File & serve. aw;

- 01/03/2018 **CANCELED Pretrial/Calendar Call** (10:30 AM) (Judicial Officer: Williams, Timothy C.)
Vacated - per Judge
- 01/05/2018 **Minute Order** (3:00 AM) (Judicial Officer: Scotti, Richard F.)
Plaintiff s Supplemental Briefing in Support of its Motion to Retax Lands West Builders, Inc. s Verified Memorandum of Costs
- 01/08/2018 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer: Scotti, Richard F.)
Defendant Lands West Builders Inc's Motion for Attorney's Fees and Costs
Motion Granted;
- 01/08/2018 **Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer: Scotti, Richard F.)
Defendant Sunridge Builders Inc's Motion for Attorney's Fees and Costs and Interest
Motion Denied;
- 01/08/2018  **All Pending Motions** (9:00 AM) (Judicial Officer: Scotti, Richard F.)
Matter Heard;
Journal Entry Details:
DEFT. LANDS WEST BUILDERS INC'S MOTION FOR ATTORNEY'S FEES AND COSTS...DEFT. SUNRIDGE BUILDERS, INC'S MOTION FOR ATTORNEY'S FEES AND COSTS AND INTEREST Mr. Fink stated in preparing for today, there was one page missing in the opposition as to Lands West and it was only the signature page. Mr. Walters objected and advised he did not receive until this morning. Further, Mr. Fink noted fees are three times more than the other Deft's request. Mr. Walters argued in support of Deft. Lands West Builders, Inc's motion. Ms. Dalacas argued in support of Deft. Sunridge Builders, Inc's motion. Opposition by Mr. Fink. Court stated he is persuaded there was good faith as to Sunridge and Lands West never brought motion stating they had nothing to do with house but did make repairs prior to suit and there are claims Lands West had defects. Colloquy. Argument by Mr. Fink. Court inquired if there is evidence of alter ego. Mr. Fink stated he did not address that specific issue, not aware of any contract and had reason to believe they were the general contractor. Additional argument by Mr. Fink. Colloquy. Court needs to know the extent of Lands West repairs, each side to provide the Court with post briefs as to the information counsel wants the Court to understand which will be kept to two (2) pages and to be provided by the close of business, Thursday, January 11, 2018. Colloquy. COURT ORDERED, matters UNDER ADVISEMENT.;
- 01/17/2018 **Motion to Withdraw as Counsel** (3:00 AM) (Judicial Officer: Scotti, Richard F.)
Grant and Associates' Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pools Maintenance dba Lifeguard Pools
Motion Denied;
- 01/17/2018 **Motion to Retax** (3:00 AM) (Judicial Officer: Scotti, Richard F.)
Plaintiff's Motion To Retax Defendant Lands West Builders, Inc.'s Verified Memorandum of Costs; And Declaration of Wendy L. Walker, Esq.
Motion Granted;
- 01/17/2018  **All Pending Motions** (3:00 AM) (Judicial Officer: Scotti, Richard F.)
Minute Order - No Hearing Held;
Journal Entry Details:
Grant and Associates' Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pools Maintenance dba Lifeguard Pools Plaintiff's Motion To Retax Defendant Lands West Builders, Inc.'s Verified Memorandum of Costs; And Declaration of Wendy L. Walker, Esq. Grant & Associates' Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pools Maintenance dba Lifeguard Pools came before this Court on its January 17, 2018 Chamber Calendar. This Motion is hereby DENIED for failure to comply with EDCR 7.40. The instant Motion does not include an affidavit which includes the client's address. Counsel may file an Amended Motion to Withdraw in compliance with the Rules. With regard to Plaintiff's Motion to Retax Defendant Lands West Builders, Inc.'s Verified Memorandum of Costs, the Court rules as follows: Lands West Builders filed its Verified




CASE SUMMARY

CASE NO. A-16-742143-D

	<i>Memorandum of Costs on November 9, 2017. Plaintiff Byrne filed its Motion to Retax on December 15, 2017. NRS 18.110(4) requires the party opposing the Memorandum of Costs to file the Motion to Retax within three (3) business days after service--or the Court loses authority to consider the matter. The parties are hereby ordered within three (3) business days to show cause, by supplemental briefing, why or why not the Motion to Retax can be considered by the Court.;</i>
01/17/2018	CANCELED Pre Trial Conference (8:45 AM) (Judicial Officer: Scotti, Richard F.) <i>Vacated - per Order</i>
01/22/2018	Motion (3:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Motion to Retax Pyramid Plumbing, Inc.'s Memorandum of Costs; And Supplement to Memorandum of Costs and Disbursements</i> Denied;
01/22/2018	Motion to Retax (3:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Motion to Retax Bryant Masonry LLC's Memorandum of Costs; and Memorandum of Points and Authorities in Support Thereof</i> Denied;
01/22/2018	Motion to Retax (3:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Motion To Retax Defendant Sunridge Builders, Inc.'s Verified Memorandum of Costs; And Memorandum of Points And Authorities In Support Thereof</i> Motion Denied;
01/22/2018	Motion to Retax (3:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Motion To Retax Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs And Disbursements; And Memorandum of Points And Authorities In Support Thereof</i> Denied;
01/22/2018	 All Pending Motions (3:00 AM) (Judicial Officer: Scotti, Richard F.) Matter Heard; Journal Entry Details: <i>Plaintiff's Motion to Retax Pyramid Plumbing, Inc.'s Memorandum of Costs; And Supplement to Memorandum of Costs and Disbursements Plaintiff's Motion To Retax Defendant Sunridge Builders, Inc.'s Verified Memorandum of Costs; And Memorandum of Points And Authorities In Support Thereof Plaintiff's Motion To Retax Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs And Disbursements; And Memorandum of Points And Authorities In Support Thereof Plaintiff's Motion to Retax Bryant Masonry LLC's Memorandum of Costs; and Memorandum of Points and Authorities in Support Thereof With regard to Plaintiff's Motion to Retax Pyramid Plumbing, Inc.'s Memorandum of Costs, the Court rules as follows: Pyramid Plumbing, Inc.'s filed its Verified Memorandum of Costs on November 9, 2017. Plaintiff Byrne filed its Motion to Retax on December 18, 2017. NRS 18.110(4) requires the party opposing the Memorandum of Costs to file the Motion to Retax within three (3) business days after service--or the Court loses authority to consider the matter. The parties are hereby ordered within three (3) business days to show cause, by supplemental briefing, why or why not the Motion to Retax can be considered by the Court. With regard to Plaintiff's Motion to Retax Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs and Disbursements, the Court rules as follows: Rivera Framing, Inc. dba Rivera Framers filed its Verified Memorandum of Costs on November 13, 2017. Plaintiff Byrne filed its Motion to Retax on December 18, 2017. NRS 18.110(4) requires the party opposing the Memorandum of Costs to file the Motion to Retax within three (3) business days after service--or the Court loses authority to consider the matter. The parties are hereby ordered within three (3) business days to show cause, by supplemental briefing, why or why not the Motion to Retax can be considered by the Court. With regard to Plaintiff's Motion to Retax Bryant Masonry LLC's Memorandum of Costs, the the Court rules as follows: Bryant Masonry LLC filed its Verified Memorandum of Costs on November 14, 2017. Plaintiff Byrne filed its Motion to Retax on December 18, 2017. NRS 18.110(4) requires the party opposing the Memorandum of Costs to file the Motion to Retax within three (3) business days after service--or the Court loses authority to consider the matter. The parties are hereby ordered within three (3) business days to show cause, by supplemental briefing, why or why not the Motion to Retax can be considered by the Court. With regard to Plaintiff's Motion to Retax Defendant Sunridge Builder's, Inc.'s Verified Memorandum of Costs, the Court will issue an Order resolving this Motion.;</i>

CASE SUMMARY

CASE NO. A-16-742143-D

01/22/2018	CANCELED Jury Trial (9:30 AM) (Judicial Officer: Williams, Timothy C.) <i>Vacated - per Judge</i>
01/31/2018	CANCELED Calendar Call (8:45 AM) (Judicial Officer: Scotti, Richard F.) <i>Vacated - per Order</i>
02/01/2018	 Minute Order (9:45 AM) (Judicial Officer: Scotti, Richard F.) Minute Order - No Hearing Held; Journal Entry Details: <i>The Court, having received Plaintiff's Supplemental Briefing in Support of its Motions to Retax Pyramid Plumbing, Inc.'s Verified Memorandum of Costs; Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs; and Bryant Masonry, LLC's Verified Memorandum of Costs, filed 1/30/2018, hereby elects to CONSIDER each of these Motions and takes these matters under advisement. The Court will issue Orders resolving these Motions in due course.</i> <i>CLERK'S NOTE: The above minute order has been distributed to: Adam H. Springel (Springel & Fink, LLP), Christine D. Burkhart (Wilson, Elser, Moskowitz, Edelman & Dicker, LLP), William A. Lemkul (Morris, Sullivan, Lemkul & Pitegoff, LLP), John R. Hanson (Worthe, Hanson & Worthe), Kevin A. Brown (Brown, Bonn & Friedman LLP), Bruno Wolfenzon (Wolfenzon Rolle), Carrie E. Hurtik (Hurtik Law & Associates), Robert E. Schumacher (Gordon & Rees LLP), Marsha L. Stephenson (Stephenson & Dickinson, P.C), Bryce B. Buckwalter (Keating Law Group), David R. Johnson (Watt Tieder Hoffar & Fitzgerald), Lena M. Louis (Resnick & Louis, P.C) and Charles W. Simmons (Wilson, Elser, Moskowitz, Edelman & Dicker, LLP).;</i>
02/02/2018	 Minute Order (9:45 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Supplemental Briefing in Support of its Motion to Retax Lands West Builders, Inc. s Verified Memorandum of Costs</i> Minute Order - No Hearing Held; Journal Entry Details: <i>The Court, having received Plaintiff's Supplemental Briefing in Support of its Motion to Retax Lands West Builders, Inc. s Verified Memorandum of Costs, filed 1/19/2018, hereby elects to CONSIDER the Motion and takes this matter under advisement. The Court will issue an Order resolving this Motion in due course. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/2/2/18;</i>
02/02/2018	 Minute Order (9:45 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Motion to Retax Bryant Masonry, LLC s</i> Minute Order - No Hearing Held; Journal Entry Details: <i>The Court hereby DENIES Plaintiff's Motion to Retax Bryant Masonry, LLC s Memorandum of Costs; and Memorandum of Points and Authorities in Support Thereof. With respect to the expert fees, the Court authorizes the amount sought (\$21,632.05) an amount greater than the statutory \$1,500.00, given the complexity of the case, the risks facing Bryant Masonry, LLC, and the reasons set forth in the Opposition brief at page 4, line 12 to page 5, line 15. Bryant Masonry, LLC shall prepare the proposed Order. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/2/2/18;</i>
02/02/2018	 Minute Order (9:45 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Motion to Retax Pyramid Plumbing, Inc. s</i> Minute Order - No Hearing Held; Journal Entry Details: <i>The Court hereby DENIES Plaintiff's Motion to Retax Pyramid Plumbing, Inc. s Memorandum of Costs; and Supplement to Memorandum of Costs and Disbursements. With respect to the expert fees, the Court authorizes the amount sought (\$1,825.00), an amount above the statutory \$1,500.00, given the complexity of the case, the risks facing Pyramid Plumbing, Inc., and the reasons set forth in the Opposition at page 5, lines 1-17. Pyramid Plumbing, Inc. is to prepare the proposed order. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/2/2/18;</i>

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CASE NO. A-16-742143-D

02/02/2018



Minute Order (9:45 AM) (Judicial Officer: Scotti, Richard F.)

Plaintiff's Motion to Retax Rivera Framing, Inc.

Minute Order - No Hearing Held;

Journal Entry Details:

The Court hereby DENIES Plaintiff's Motion to Retax Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs and Disbursements; and Memorandum of Points and Authorities in Support Thereof. Rivera Framing, Inc. is to prepare the proposed order.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/2/2/18;

02/12/2018



Motion to Withdraw as Counsel (3:00 AM) (Judicial Officer: Scotti, Richard F.)

Suter Law & Advocacy LLC's Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pool Maint. dba Lifeguard Pools

Motion Granted;

Journal Entry Details:

Suter Law & Advocacy LLC's Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pool Maint. dba Lifeguard Pools came before the Court on its February 12, 2018 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRPC 1.16, the Motion is hereby GRANTED. Suter Law & Advocacy, LLC is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief. CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-16-18 ks);

02/20/2018

CANCELED Jury Trial (10:00 AM) (Judicial Officer: Scotti, Richard F.)

Vacated - per Order

02/20/2018



Minute Order (12:30 PM) (Judicial Officer: Scotti, Richard F.)

Minute Order - No Hearing Held;

Journal Entry Details:

Consistent with the position taken by Defendant Lands West in its opposition brief, the Court GRANTS Plaintiff Byrne's Motion to Retax the costs claimed by Defendant Lands West for legal research fees in the amount of \$5,677, as agreed to by Lands West. These amounts are disallowed. Plaintiff Byrne argues that Defendant Lands West cannot recover expert fees above the statutory amount of \$1500 because Lands West's experts did not testify at trial or deposition. The Court rejects this argument. The Court has authority to award expert fees above the statutory limit, pursuant to Public Employees Ret. Sys. of Nev. v. Gitter, 133 Nev. Adv. Op. 18 (2017). If the Court determines that an award of expert fees above the statutory limit of NRS 18.005(5) is warranted, the Court must explain its reasoning. The Court finds that Lands West is entitled to an award of expert fees in the total amount of \$38,468.00. The experts hired by Lands West were very qualified. Brian Grill, an AIA, and Thomas Tomeo, a licensed Nevada Contractor, have education, training, and experience in the fields of construction and architecture. The hourly rates they charged, \$225/hour, were reasonable rates, and consistent, if not lower than, the rates generally charged by similar experts in the community. These experts did not inflate their rates for this case, but charged rates consistent with other cases. Lands West acted reasonably in hiring these experts because Plaintiff had asserted an un-apportioned claim of damages against them in the amount of roughly \$1.8 million dollars. Lands West had pled to Byrne to let them out of the lawsuit, but Byrne refused. Lands West contended that they had nothing to do with the construction. But Byrne disagreed and thereby forced Lands West to incur substantial expert fees. The amount of time expended by Lands West's experts seems reasonable given the complexity of the issues involved, the amount in controversy, Byrne's refusal to let Lands West out of the case, and the duration between the date Byrne served Lands West with the Complaint until the date of Summary Judgment. The experts of Lands West, being specialists in the field of construction, certainly assisted Lands West preparing expert reports relevant to the issues in the case and preparing for trial on the construction issues. Experts Grill and Tomeo did not duplicate the work of any other expert of Lands West. The Lands West experts performed substantial work on the case, including inspecting the construction, reviewing several thousands of construction documents, studying the work product of Plaintiff's seven experts, and preparing expert reports. The Court finds that the total amount of time incurred by these two experts, 172 hours, was reasonably and necessarily incurred. Defendant Lands West has convinced the Court that it is entitled to an

CASE SUMMARY**CASE NO. A-16-742143-D**

award of expert fees above the statutory rate of \$1500 for each expert. The Court finds that Lands West is entitled to recover the total amount of expert fees of \$38,468.00. Defendant Lands West shall prepare the proposed Order, consistent herewith, adding appropriate context, and correcting for any scrivener errors. CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-20-18);

02/20/2018

**Minute Order** (12:30 PM) (Judicial Officer: Scotti, Richard F.)

Minute Order - No Hearing Held;


Journal Entry Details:

Defendant Sunridge seeks an award of attorney's fees in the amount of \$37,314.94, from July 2016 to the date of the offer of judgment, and \$26,804.00 from the date of the offer of judgment to November 30, 2017. Sunridge claims an entitlement to an award of attorney's fees under NRCP 68 and NRS 18.010. A. NRCP 68 The Court DENIES Sunridge's Motion. The Court applies the Beattie factors to ascertain whether Sunridge is entitled to an award of fees, and if so, how much. The first factor is whether Plaintiff's claim was brought in good faith. Plaintiff Byrne did not act in bad faith in commencing the action. It is true that Byrne knew or should have known that Sunridge was not involved in the initial construction. But both Plaintiff and Defendant knew that Sunridge had substantial involvement in the repair work and that there were substantial damages caused by the repair work. Byrne had a reasonable and good faith belief that some of the damages were caused by the repair contractors of which Sunridge was one. The first factor requires the Court to consider the good faith intent of Plaintiff, without considering the subjective unexpressed intent of the Defendant. The intent of Plaintiff was to recover its damages of about \$1.3 million for the allegedly defective work caused, in some manner, by all of the named Defendants, including Sunridge. Sunridge had direct involvement in the construction, some of the claims of defect involved work performed by Sunridge, and some amount of damages were sought, at least in the mind of Plaintiff, against Sunridge. The first factor weighs in favor of Byrne. The second factor is whether Sunridge's offer of judgment was reasonable in its timing and amount. Sunridge made its offer of judgment in the amount of \$50,000, on July 7, 2017. Sunridge beat its offer of judgment. But at that time, Plaintiff did not have a clear understanding of the extent of the defective work caused by Sunridge and did not have a belief that the Court would grant summary judgment eliminating Byrne's claims based on the statute of limitations and statute of repose. The Court finds that the offer was premature in time and insufficient in amount. The second factor weighs in favor of Byrne. The third factor is whether Plaintiff's decision to reject Sunridge's offer was grossly unreasonable or in bad faith. Plaintiff alleged damages in the amount of roughly \$1.8 million. At the time of the offer of judgment, Byrne had to consider: the amount potentially owed by Sunridge; the attorney's fees and time and effort to recover the amount owed; the risk in seeking to convince the trier of fact of the amount owed; and the risk of some legal impediment to recovering. Plaintiff either knew or should have known of the probability that the Court might interpret the Statute of Limitations issue differently than Byrne's understanding of the law, which could result in the elimination of Byrne's claims. It seems clear to the Court that Plaintiff had considered, to some extent, the statute of limitations issues applicable to this case. Although the Court believes it properly interpreted and applied the law, Byrne had a different view. In determining whether Byrne acted in good faith, the proper analysis is NOT whether Byrne got it wrong or whether Byrne should have known that it would lose on the issue. The proper analysis is whether any reasonable attorney would have continued to pursue the claim after the offer of judgment. This Court believes that bad faith could only exist if no reasonable attorney would have rejected the offer of judgment and continued to prosecute the claim. In this case, the Court cannot say with any assurance that no reasonable attorney would have acted any differently than the manner in which Byrne's counsel acted. The Court does not have enough information to determine whether Byrne's rejection of the offer was made in good faith or bad faith or was grossly unreasonable. The third factor is neutral. The fourth factor is whether the fees sought by Sunridge are reasonable and justified in amount. The Court finds that the amount of fees was reasonable and justified in amount. On balance, considering all of the factors, the Court elects not to award attorneys fees under NRCP 68. B. NRS 18.010(2) The Court DENIES Defendant Sunridge's Motion. NRS 18.010(2) gives the Court discretion to award attorney's fees to Defendant if the Plaintiff brought or maintained the action without reasonable grounds or to harass the opposing party. For the same reasons expressed above, the Court elects not to award attorneys fees to Defendant Byrne. THE COURT DENIES DEFENDANT SUNRIDGE'S MOTION FOR AN AWARD OF ATTORNEYS FEES under all grounds. The Court directs Plaintiff Byrne to prepare the proposed order, consistent herewith, adding appropriate context, and correcting for any scrivener errors. CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-21-18);

CASE SUMMARY

CASE NO. A-16-742143-D

02/22/2018

 **Minute Order** (9:30 AM) (Judicial Officer: Scotti, Richard F.)

Minute Order - No Hearing Held;

Journal Entry Details:

Lands West seeks an award of attorneys fees in the total amount of \$145,692.50, or \$104,787.50 from the date of its Offer of Judgment (March 14, 2017). Lands West claimed an entitlement to an award of attorneys fees under NRS 18.010, and NRCP 68, and NRS 40.652 (4). The COURT GRANTS Lands West's Motion. Lands West appeared in this case on January 6, 2017; served its offer of judgment in the amount of \$10,001.00 on March 14, 2017; and prevailed in the case by summary judgment on November 6, 2017. The Court applies the factors under Beattie v. Thomas, 99 Nev. 579, 588-89 (1983) to determine whether Lands West is entitled to an award of fees under NRCP 68 and NRS 40.652(4) and, if so, how much. The first factor is whether Plaintiff's claim was brought in good faith. Defendant Lands West contends that Plaintiff Byrne had no good faith reason to drag Lands West into this lawsuit. It is true that Byrne knew or should have known that Lands West was not the general contractor and not involved in the initial construction. Plaintiff contends that it brought Lands West into the lawsuit not because Lands West defectively performed initial work, but that Lands West defectively performed repair work. Plaintiff's initial Chapter 40 Notice did not identify any defects in repair work by Lands West, but the existence of later defects possibly caused by Lands West became known later. Further, Plaintiff never identified the extent to which Lands West might be liable for any of the \$1.8 million in damages claimed by Plaintiff, but Plaintiff contends that it expected to obtain this information in discovery. Plaintiff never distinguished the damages attributable to Defendant Sunridge for its initial construction from the damages allegedly attributable to Lands West for post-construction repairs. But Byrne suggests that Sunridge and Lands West should have been able to determine such allocation. On these facts, the Court finds that the Complaint was not brought in good faith. Thus, the first factor weighs in favor of Lands West. The second factor is whether Lands West's offer of judgment was reasonable in its timing and amount. Lands West made its offer of judgment in the amount of \$10,001 two (2) months after it entered the lawsuit. At that time, Plaintiff either knew, or should have known, that Lands West was not the general contractor on the job. From the time of the Ch. 40 Notice, until the time of Lands West's offer of judgment, Plaintiff knew that it might have a statute of limitations problem. Plaintiff could have accepted the offer of judgment and recovered an amount to pay for a significant portion of its costs; instead, Plaintiff decided to take the risk that the Court would, in the future, resolve the statute of limitations issue in its favor. Under these circumstances, the Court finds that Lands West's offer of judgment was made in good faith in both timing and amount. Thus, the second factor weighs in favor of Lands West. The third factor is whether Plaintiff's decision to reject Lands West's offer was grossly unreasonable or in bad faith. Plaintiff alleged damages in the amount of roughly \$1.8 million. It appears from the documents provided by Plaintiff Byrne in its supplemental brief that Plaintiff developed the post-Complaint view that Lands West might be responsible for defective repairs. It is undisputed that Lands West did perform some repairs over a two-year period of time. Plaintiff did engage experts that expressed opinions that the repair work was defective. The experts found that it would cost about \$36,739.29 to make roof repair and \$186,817.02 to make foundation repairs. At the time of the offer of judgment, Plaintiff had not yet determined how much of these repair costs were Lands West's responsibility, but Byrne's expert gave the opinion that the amount of Lands West's liability was certainly greater than \$10,001.00. At the time of the offer of judgment, Byrne had to consider: the amount potentially owed by Lands West, the attorney's fees and time and effort to recover the amount owed, the risk in seeking to convince the trier of fact of the amount owed, and the risk of some legal impediment to recovering. Plaintiff either knew or should have known of the probability that the Court might interpret the Statute of Limitations issue differently than Byrne's understanding of the law, which could result in the elimination of Byrne's claims. It seems clear to the Court that Plaintiff had considered, to some extent, the statute of limitations issues applicable to this case. Although the Court believes it properly interpreted and applied the law, Byrne had a different view. In determining whether Byrne's rejection of the offer was grossly unreasonable, the proper analysis is not whether Byrne got it wrong or whether Byrne should have known that it would lose on the issue. The proper analysis is whether any reasonable attorney would have continued to pursue the claim after the offer of judgment. Under this standard, the Court finds that, at the time of the offer, Byrne had enough information to decide not to continue to pursue its claim against Lands West, and should have accepted the offer. Thus, the third factor weighs slightly in favor of Defendant Lands West. As to the fourth factor, the court has considered the factors set forth in Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349 (1969). The Lands West attorneys were eminently qualified to perform the work they did. The attorneys' work was difficult given the issues of apportionment, alter ego, analysis of defects and repairs, and statute of limitations. The work actually performed was commensurate to the needs of the case. The rates charged and time incurred were both reasonable. The result was clearly in favor of Lands West. The Court has studied the attorney invoices reflecting the hours

CASE SUMMARY

CASE NO. A-16-742143-D

worked and billed by Lands West on the case. The Court finds that the hours were reasonably and necessary, and are supported by the documents, except as follows: (a) the Court finds that Lands West billed approximately ten (10) hours for excessive document review and/or excessive analysis; (b) the Court finds that Lands West billed approximately ten (10) hours on matters that have entries that are too vague; (c) the Court finds that Lands West billed about five (5) hours for excessive legal research; and (d) the Court finds that Lands West billed about twenty (20) hours on matters that the Court disallows because the redactions made by Lands West made it too difficult for the court to determine whether such hours were indeed reasonably and necessary for the case. The total disallowed hours is 45. The Court has applied the rough average rate appearing from the billing of \$225/hr. According, the total disallowed fees is \$10,125.00. The resulting amount of allowable fees is \$94,662.50. On balance, considering all of the factors, the Court concludes that Lands West is entitled to an award of attorneys fees under NRCP 68, and NRS 40.652, in the amount of \$94,662.50. The Court directs Defendant Lands West to prepare the proposed order, consistent herewith, adding appropriate context, and correcting for any scrivener and math errors. CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-22-18);

02/22/2018



Minute Order (9:30 AM) (Judicial Officer: Scotti, Richard F.)

Minute Order - No Hearing Held;

Journal Entry Details:

As the prevailing party, pursuant to NRS 18.005, 18.020(3), 18.050, 18.110, Sunridge is entitled to recover its reasonable costs incurred in this matter. Sunridge seeks a total award of costs in the amount of \$110,650.39. Of this amount, Sunridge seeks an award of costs for its expert in the amount of \$52,962.75. The Court finds that the amount of costs requested by Sunridge is reasonable. With respect to the expert portion of the costs, Plaintiff Byrne argues that Defendant Sunridge cannot recover expert fees above the statutory amount of \$1500 in this case. The Court rejects this argument. The Court has authority to award expert fees above the statutory limit, pursuant to Public Employees Ret. Sys. of Nev. v. Gitter, 133 Nev. Adv. Op. 18 (2017). If the Court determines that an award of expert fees above the statutory limit of NRS 18.005(5) is warranted, the Court must explain its reasoning. The experts hired by Sunridge were very qualified: Victor Dominelli, AIA Core Consulting Group; Steve Helfrich, PE of Helfrich-Associates; Harvey Kreitenberg; and David Suggs. The hourly rates they charged were reasonable considering the rates generally charged by similar experts in the community. These experts did not inflate their rates for this case but charged rates consistent with other cases. Sunridge acted reasonably in hiring these experts because Plaintiff had asserted a huge claim of roughly \$1.8 million dollars, covering many different trades and many different issues, plus Plaintiff had retained its own seven (7) experts. The amount of time expended by Sunridge's experts seems reasonable given the complexity of the issues involved, the amount in controversy, and the duration of the litigation. The experts of Sunridge, being specialists in the field of construction, certainly assisted Sunridge by preparing expert reports relevant to the issues in the case and preparing for trial on the construction issues. It does not appear to the Court, from anything submitted for the Court for consideration, that Sunridge's experts duplicated the work of any other of Sunridge's experts. The records indicate that Sunridge's experts performed substantial work on the case. The Court finds that the total amount of time incurred by these two experts was reasonably and necessarily incurred. Defendant Sunridge has convinced the Court that it is entitled to an award of expert fees above the statutory rate of \$1500 for each expert. The Court finds that Sunridge is entitled to recover the total amount of expert fees of \$52,962.75. The amount of total costs awarded to Sunridge is \$110,650.39. Defendant Sunridge shall prepare the proposed Order, consistent herewith, adding appropriate context, and correcting for any scrivener errors. CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-22-18);

02/22/2018



Minute Order (9:30 AM) (Judicial Officer: Scotti, Richard F.)

Minute Order - No Hearing Held;

Journal Entry Details:

The COURT hereby VACATES and STRIKES the 2/20/2018 Minute Order re: Sunridge's Motion for Attorneys Fees. The document issued was the wrong one and will be corrected in due course. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-22-18);

02/26/2018



Minute Order (9:00 AM) (Judicial Officer: Scotti, Richard F.)

Minute Order - No Hearing Held; Order Denying Sunridge's Motion For Attorneys Fees

CASE SUMMARY**CASE NO. A-16-742143-D****Journal Entry Details:**

Defendant Sunridge seeks an award of attorneys fees in the amount of \$37,314.94 from July 2016 to the date of the offer of judgment, and \$26,804.00 from the date of the offer of judgment to November 30, 2017. Sunridge claims an entitlement to an award of attorneys fees under NRCP 68 and NRS 18.010. A. NRCP 68 The Court DENIES Sunridge s Motion. The Court applies the Beattie factors to ascertain whether Sunridge is entitled to an award of fees, and if so, how much. The first factor requires the Court to consider whether Plaintiff s claims were brought in good faith. Sunridge was the general contractor on the project. Plaintiff reasonably believed that its damages on the project were about \$1.3 million. The first factor weighs in favor of Byrne. The second factor is whether Sunridge s offer of judgment was reasonable in its timing and amount. Sunridge made its offer of judgment in the amount of \$50,000, on July 7, 2017. Sunridge beat its offer of judgment. At that time, Sunridge did not have a belief that the Court would grant summary judgment, eliminating Bryne s claims based on the statute of limitations and statute of repose. Sunridge s offer was admittedly calculated to include partial defense costs with no allocation for actual construction defects. The Court finds that the offer was premature in time and insufficient in amount. The second factor weighs in favor of Byrne. The third factor is whether Plaintiff s decision to reject Sunridge s offer was grossly unreasonable or in bad faith. Plaintiff alleged damages in the amount of roughly \$1.8 million dollars. At the time of the offer of judgment, Byrne had to consider: the amount potentially owed by Sunridge; the attorney s fees and time and effort to recover the amount owed; the risk in seeking to convince the trier of fact of the amount owed; and the risk of some legal impediment to recovering. Plaintiff either knew or should have known of the probability that the Court might interpret the Statute of Limitations issue differently than Byrne s understanding of the law, which could result in the elimination of Byrne s claims. It seems clear to the Court that Plaintiff had considered, to some extent, the statute of limitations issues applicable to this case. Although the Court believes it properly interpreted and applied the law, Byrne had a different view. In determining whether Byrne acted in good faith, the proper analysis is NOT whether Byrne got it wrong or whether Byrne should have known that it would lose on the issue. The proper analysis is whether any reasonable attorney would have continued in the pursuit of the claim after the offer of judgment. This Court believes that bad faith could only exist if no reasonable attorney would have rejected the offer of judgment and continued to prosecute the claim. In this case, the Court cannot say with any assurance that no reasonable attorney would have acted differently than the manner in which Byrne s counsel acted. The Court does not have enough information to determine whether Byrne s rejection of the offer was made in good faith or bad faith or was grossly unreasonable. The third factor is neutral. The fourth factor is whether the fees sought by Sunridge are reasonable and justified in amount. The Court finds that the amount of fees were reasonable and justified in amount. On balance, considering all of the factors, the Court elects not to award attorneys fees under NRCP 68. B. NRS 18.010(2) The Court DENIES Defendant Sunridge s Motion. NRS 18.010(2) gives the Court discretion to award attorneys fees to Defendant if Plaintiff brought or maintained the action without reasonable grounds or to harass the opposing party. For the same reasons expressed above, the Court elects not to award attorneys fees to Defendant Byrne. THE COURT DENIES DEFENDANT SUNRIDGE S MOTION FOR AN AWARD OF ATTORNEYS FEES under all grounds. The Court directs Plaintiff Byrne to prepare the proposed order, consistent herewith, adding appropriate context, and correcting for any scrivener errors. CLERK'S NOTE: This Minute Order has been electronically served by all registered parties by Courtroom Clerk, Kory Schlitz, for Odyssey File & Serve. (2-26-18);

03/19/2018

**Motion to Withdraw as Counsel (3:00 AM) (Judicial Officer: Scotti, Richard F.)**

Grant & Associates' Amended Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pool Maint. dba Lifeguard Pools

Granted;

Journal Entry Details:

Grant & Associates' Amended Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pool Main. dba Lifeguard Pools came before the Court on its March 19, 2018 Chamber Calendar. There being no Opposition, pursuant to EDCR 2.20 and NRCP 1.16, the Motion is hereby granted. Grant & Associates is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief. CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/3/19/18;

04/09/2018

**Motion (3:00 AM) (Judicial Officer: Scotti, Richard F.)**

Green Planet Landscaping, LLC's Motion For Order Allowing Costs and Necessary

CASE SUMMARY

CASE NO. A-16-742143-D

Disbursements and Pre- Judgment Interest

Granted;

Journal Entry Details:

Green Planet Landscaping, LLC s Motion for Order Allowing Costs and Necessary Disbursements and Pre-Judgment Interest came before the Court on its April 9, 2018 Chamber Calendar. There being no Opposition, pursuant to EDCR 2.20 and NRS 18.020, the Motion is hereby granted. Green Planet Landscaping, LLC is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Haly Pannullo, to all registered parties for Odyssey File & Serve hyp/04/11/18;

04/27/2018



Status Check (9:00 AM) (Judicial Officer: Scotti, Richard F.)

Matter Heard;

Journal Entry Details:

Court noted the history of the case. Upon Court's inquiry, Ms. Walker advised they have four more Applications for Default Judgments that should be submitted next week. Mr. Johnson advised there was an Order that was signed that has stayed the indemnity in this case. At request of Mr. Patterson, COURT ORDERED, Notice of Motion Re: Defendant, Ivie Mechanical Inc.'s Motion to Deem Settlement Agreement Executed GRANTED; hearing set in Chambers VACATED. Upon Court's inquiry, Ms. Dalacas stated there are some cross claims still out there and they do not anticipate proceeding with trial; a stipulation to vacate trial was submitted. Ms. Dalacas further requested a status check be set, COURT SO ORDERED. COURT FURTHER ORDERED, any parties that are not pursuing any claims do not need to appear and the next status check. 08/29/18 9:00 AM STATUS CHECK;

05/07/2018

CANCELED Motion to Deem Settlement Agreement/Release Signed/Executed (3:00 AM) (Judicial Officer: Scotti, Richard F.)

Vacated

Notice of Motion Re: Defendant, Ivie Mechanical Inc.'s Motion to Deem Settlement Agreement Executed

05/14/2018

Motion for Order (3:00 AM) (Judicial Officer: Scotti, Richard F.)

Defendant/Cross-Defendant DMK Concrete, inc.'s Motion for Order Awarding Costs and Disbursements

Motion Granted;

05/14/2018

Motion for Order (3:00 AM) (Judicial Officer: Scotti, Richard F.)

Defendant Prestige Roofing , Inc.'s Motion for Order Awarding Costs and Disbursements

Motion Granted;

05/14/2018



All Pending Motions (3:00 AM) (Judicial Officer: Scotti, Richard F.)

Minute Order - No Hearing Held;



Journal Entry Details:

DEFENDANT/CROSS-DEFENDANT DMK CONCRETE, INC.'S MOTION FOR ORDER AWARDING COSTS AND DISBURSEMENTS...DEFENDANT PRESTIGE ROOFING , INC.'S MOTION FOR ORDER AWARDING COSTS AND DISBURSEMENTS Defendant/Cross-Defendant DMK Concrete, Inc. s Motion for Order Awarding Costs and Disbursements came before the Court on its May 14, 2018 Chamber Calendar. There being no Opposition, pursuant to EDCR 2.20 and NRS 18.020, the Motion is hereby GRANTED. DMK Concrete, Inc. is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief. Defendant Prestige Roofing, Inc. s Motion for Order Awarding Costs and Disbursements came before the Court on its May 14, 2018 Chamber Calendar. There being no Opposition, pursuant to EDCR 2.20 and NRS 18.020, the Motion is hereby GRANTED. Prestige Roofing, Inc. is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief. CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Adam H. Springel, Esq., (SPRINGEL & FINK), and Kevin A. Brown, Esq., (BROWN, BONN & FRIEDMAN). 05/17/18 vm;

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-16-742143-D

06/06/2018	CANCELED Pre Trial Conference (8:45 AM) (Judicial Officer: Scotti, Richard F.) <i>Vacated - per Stipulation and Order</i>
06/18/2018	Prove Up/Default (3:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Notice of Prove Up Hearing (re: JCW Concrete Inc)</i>
06/18/2018	Motion for Prove Up (3:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Notice Of Prove Up Hearing [Re: Spray Product Applications, LLC]</i>
06/18/2018	Motion for Prove Up (3:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Notice Of Prove Up Hearing [Re: Window Installation Specialists, LLC]</i>
06/18/2018	Motion for Prove Up (3:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Plaintiff's Notice of Prove Up Hearing [Re: Karl Henry Linsenbardt dba Signature Door & Trim]</i>
06/18/2018	 All Pending Motions (3:00 AM) (Judicial Officer: Scotti, Richard F.) Hearing Set; Journal Entry Details: <i>Plaintiff's Notice Of Prove Up Hearing [Re: Spray Product Applications, LLC] Plaintiff's Notice Of Prove Up Hearing [Re: Window Installation Specialists, LLC] Plaintiff's Notice of Prove Up Hearing [Re: Karl Henry Linsenbardt dba Signature Door & Trim] Plaintiff's Notice of Prove Up Hearing (re: JCW Concrete Inc) With regard to Plaintiff's Application for Default Judgment against Karl Henry Linsenbardt dba Signature Door & Trim, this matter is DENIED for failure to include a file-stamped detailed affidavit in support of this default judgment made by someone other than the representing attorney and who has personal knowledge of the amount in default pursuant to EDCR 2.70. With regard to Plaintiff's Application for Default Judgment against Window Installation Specialists, LLC, JCW Concrete, Inc., and Spray Product Applications, LLC, these matters must be set for Oral Prove-up Hearings because the amount of proposed Judgment is in excess of \$50,000. As such, all four of these matters are SET for Oral Prove-up Hearing on the July 18, 2018 Oral Calendar, 9:00 a.m. ;</i>
06/20/2018	CANCELED Calendar Call (8:45 AM) (Judicial Officer: Scotti, Richard F.) <i>Vacated</i>
06/25/2018	CANCELED Jury Trial (10:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Vacated</i>
07/25/2018	CANCELED Prove Up (9:00 AM) (Judicial Officer: Scotti, Richard F.) <i>Vacated</i>
08/29/2018	Status Check (9:00 AM) (Judicial Officer: Kishner, Joanna S.) Matter Heard;
08/29/2018	 Motion for Prove Up (9:00 AM) (Judicial Officer: Kishner, Joanna S.) 08/29/2018, 09/12/2018 <i>Plaintiffs' Amended Notice Of Prove-Up Hearing [Re: Spray Product Applications, LLC; Window Installation Specialists, LLC; Karl Henry Linsenbardt dba Signature Door & Trim; and JCW Concrete, Inc.]</i> Matter Continued; Matter Heard; Journal Entry Details: <i>Testimony and exhibits presented (see worksheets). MATTER TRAILED. MATTER RECALLED. Testimony and exhibits resume (see worksheets). Closing arguments by Ms. Walker. COURT ORDERED, the following judgments GRANTED: \$26,146.23 Karl Henry Linsenbardt dba Signature Door & Trim \$58,342.98 Window Installation Specialists, LLC. \$132,391.41 JCW Concrete, Inc. \$411,281.37 Spray Product Applications, LLC Court directed Ms. Walker to provide supplemental briefing in regards to costs, expert fees, expenses and attorney's fees by September 25th. COURT FURTHER ORDERED, matter SET for Status Check in Chambers. Court advised it needs 4 separate orders from Ms. Walker. 9/28/18 3:00</i>

CASE SUMMARY**CASE NO. A-16-742143-D***AM (CHAMBERS) STATUS CHECK: SUPPLEMENTAL BRIEFING;*

Matter Continued;

Matter Heard;

08/29/2018

**All Pending Motions (9:00 AM)** (Judicial Officer: Kishner, Joanna S.)

Matter Heard;

Journal Entry Details:

STATUS CHECK...PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING [RE: SPRAY PRODUCT APPLICATIONS, LLC; WINDOW INSTALLATION SPECIALISTS, LLC; KARL HENRY LINSNBARDT DBA SIGNATURE DOOR & TRIM; AND JCW CONCRETE, INC.] Ms. Dalacas advised the Plaintiff's complaint was disposed of last year with motion practice, Sunridge Builders has a 3rd party complaint and cross-claims, the trial date was vacated and it was not reset. Ms. Dalacas added she does not have the authority to state the 3rd party complaint has been dismissed at this time. Court noted it was not clear if parties wanted to conduct the Prove-Up today and added it has a concern regarding the attorney affidavit. Ms Dalacas advised the hearing was set because parties needed a trial date and suggested setting it at sweeps. Ms. Walker advised she is prepared for the Prove-Up and was unaware of the attorney affidavit being deficient. Colloquy regarding procedural history of the Prove-Up Hearing and the Court's schedule. Upon Court's inquiry, Ms. Walker estimated the Prove-Up will last about an hour and a half. Colloquy regarding the affidavit. Court advised the status check portion has been addressed and the trial will be set at sweeps. Court directed Ms. Walker to speak with her witnesses regarding rescheduling the Prove-Up. MATTER TRAILED. MATTER RECALLED. Ms. Walker present. Colloquy regarding a new date for the Prove-Up Hearing. COURT ORDERED, Prove-Up Hearing CONTINUED. 9/12/18 9:00 AM PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING [RE: SPRAY PRODUCT APPLICATIONS, LLC; WINDOW INSTALLATION SPECIALISTS, LLC; KARL HENRY LINSNBARDT DBA SIGNATURE DOOR & TRIM; AND JCW CONCRETE, INC.];

09/28/2018

**Status Check (3:00 AM)** (Judicial Officer: Kishner, Joanna S.)*Status Check: Supplemental Briefing*

Minute Order - No Hearing Held;

Journal Entry Details:

PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING RE: WINDOW INSTALLATION SPECIALISTS, LLC This matter came before the Court on 9/28/18, on Plaintiff's Application for Default Judgment as to Defendant Window Installation Specialists, LLC. The Court granted the Default Judgment with respect to Defendant and for the principal amount sought, but deferred ruling on an award of attorney's fees, costs, and expert fees to allow Plaintiff to supplement the record as requested. Based on all the papers, pleadings, documents on file, and all applicable statutes and case law, the Court finds as follows. Plaintiff has appropriately supplemented the record to support an award of fees, costs, and expert fees. The Court finds that an award of \$31,843.40 is an appropriate award of attorney's fees pursuant to Brunzell v. Golden Gate National Bank, 85 Nev. 345 (1969), \$1,144.47 in costs have been demonstrated as being reasonable, necessary, and actually incurred, and are therefore awardable pursuant to In Re Dish Network, 133 Nev. Adv. Op. 61, and Cadle Co. v. Woods and Erickson, 131 Nev. Adv. Op. 15, and \$4,199.34 in expert fees have been demonstrated to be awardable as reasonable and necessary pursuant to NRS 18.005(5) and Frazier v. Drake, 131 Nev. Adv. Op. 64 (2015). Accordingly, Plaintiff's request for attorney's fees, costs, and expert fees is appropriately GRANTED. This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Counsel for Plaintiff is directed to prepare the Order, and submit to Chambers for consideration in accordance with EDCR 7.21, and no later than 10/12/18. PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING RE: SPRAY PRODUCT APPLICATIONS, LLC This matter came before the Court on 9/28/18, on Plaintiff's Application for Default Judgment as to Defendant Spray Product Applications, LLC. The Court granted the Default Judgment with respect to Defendant and for the principal amount sought, but deferred ruling on an award of attorney's fees, costs, and expert fees to allow Plaintiff to supplement the record as requested. Based on all the papers, pleadings, documents on file, and all applicable statutes and case law, the Court finds as follows: Plaintiff has appropriately supplemented the record to support an award of fees, costs, and expert fees. The Court finds that an award of \$223,725.69 is an appropriate award of attorney's fees pursuant to Brunzell v. Golden Gate National Bank, 85 Nev. 345 (1969), \$6,744.65 in costs have been demonstrated as being reasonable, necessary, and actually incurred, and are therefore awardable pursuant to In Re Dish Network, 133 Nev. Adv. Op. 61, and Cadle Co. v. Woods and Erickson, 131 Nev. Adv. Op. 15, and \$29,395.36 in expert fees

CASE SUMMARY**CASE NO. A-16-742143-D**

have been demonstrated to be awardable as reasonable and necessary pursuant to NRS 18.005(5) and *Frazier v. Drake*, 131 Nev. Adv. Op. 64 (2015). Accordingly, Plaintiff's request for attorney's fees, costs, and expert fees is appropriately GRANTED. This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Counsel for Plaintiff is directed to prepare the Order, and submit to Chambers for consideration in accordance with EDCR 7.21, and no later than 10/12/18. PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING RE: KARL HENRY LINSENBARDT DBA SIGNATURE DOOR & TRIM This matter came before the Court on 9/28/18, on Plaintiff's Application for Default Judgment as to Defendant Karl Henry Linsenbardt dba Signature Door & Trim. The Court granted the Default Judgment with respect to Defendant and for the principal amount sought, but deferred ruling on an award of attorney's fees, costs, and expert fees to allow Plaintiff to supplement the record as requested. Based on all the papers, pleadings, documents on file, and all applicable statutes and case law, the Court finds as follows: Plaintiff has appropriately supplemented the record to support an award of fees, costs, and expert fees. The Court finds that an award of \$14,447.18 is an appropriate award of attorney's fees pursuant to *Brunzell v. Golden Gate National Bank*, 85 Nev. 345 (1969), \$648.46 in costs have been demonstrated as being reasonable, necessary, and actually incurred, and are therefore awardable pursuant to *In Re Dish Network*, 133 Nev. Adv. Op. 61, and *Cadle Co. v. Woods and Erickson*, 131 Nev. Adv. Op. 15, and \$2,099.67 in expert fees have been demonstrated to be awardable as reasonable and necessary pursuant to NRS 18.005(5) and *Frazier v. Drake*, 131 Nev. Adv. Op. 64 (2015). Accordingly, Plaintiff's request for attorney's fees, costs, and expert fees is appropriately GRANTED. This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Counsel for Plaintiff is directed to prepare the Order, and submit to Chambers for consideration in accordance with EDCR 7.21, and no later than 10/12/18. PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING RE: JCW CONCRETE, INC. This matter came before the Court on 9/28/18, on Plaintiff's Application for Default Judgment as to Defendant JCW Concrete, Inc. The Court granted the Default Judgment with respect to Defendant and for the principal amount sought, but deferred ruling on an award of fees and costs to allow Plaintiff to supplement the record as requested. Based on all the papers, pleadings, documents on file, and all applicable statutes and case law, the Court finds as follows: Plaintiff has appropriately supplemented the record to support an award of fees, costs, and expert fees. The Court finds that an award of \$75,680.39 is an appropriate award of attorney's fees pursuant to *Brunzell v. Golden Gate National Bank*, 85 Nev. 345 (1969), \$2,200.69 in costs have been demonstrated as being reasonable, necessary, and actually incurred, and are therefore awardable pursuant to *In Re Dish Network*, 133 Nev. Adv. Op. 61, and *Cadle Co. v. Woods and Erickson*, 131 Nev. Adv. Op. 15, and \$16,768.68 in expert fees have been demonstrated to be awardable as reasonable and necessary pursuant to NRS 18.005(5) and *Frazier v. Drake*, 131 Nev. Adv. Op. 64 (2015). Accordingly, Plaintiff's request for attorney's fees, costs, and expert fees is appropriately GRANTED. This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. Counsel for Plaintiff is directed to prepare the Order, and submit to Chambers for consideration in accordance with EDCR 7.21, and no later than 10/12/18. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Tena M. Jolley, to all registered parties for Odyssey File & Serve. (tmj:9/28/18);

11/13/2018

**Motion** (1:30 PM) (Judicial Officer: Kishner, Joanna S.)

Plaintiff's Motion for Certification of Final Judgment Pursuant to NRCP 54(b)

Motion Granted; Plaintiff's Motion for Certification of Final Judgment Pursuant to NRCP 54(b)

Journal Entry Details:

At the request of all counsel appearing at CD Sweeps, COURT ORDERED Plaintiff's Motion for Certification of Final Judgment Pursuant to NRCP 54(b) ADVANCED and GRANTED.

Ms. Walker to prepare the Order. Parties waive review prior to filing.;

01/16/2019

CANCELED Status Check (9:00 AM) (Judicial Officer: Kishner, Joanna S.)

Vacated - Case Closed

DATE

FINANCIAL INFORMATION

Defendant Avanti Products LLC

CASE SUMMARY**CASE NO. A-16-742143-D**

Total Charges	473.00
Total Payments and Credits	473.00
Balance Due as of 12/13/2018	0.00
 Third Party Defendant Hardy Cabinets Inc	
Total Charges	473.00
Total Payments and Credits	473.00
Balance Due as of 12/13/2018	0.00
 Defendant Trim Time LLC	
Total Charges	673.00
Total Payments and Credits	673.00
Balance Due as of 12/13/2018	0.00
 Cross Defendant BSH Home Appliances Corporation	
Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 12/13/2018	0.00
 Cross Defendant General Electric Company	
Total Charges	473.00
Total Payments and Credits	473.00
Balance Due as of 12/13/2018	0.00
 Cross Defendant Ivie Mechanical Inc	
Total Charges	673.00
Total Payments and Credits	673.00
Balance Due as of 12/13/2018	0.00
 Cross Defendant Bryant Masonry LLC	
Total Charges	423.00
Total Payments and Credits	423.00
Balance Due as of 12/13/2018	0.00
 Cross Defendant Circle S Development	
Total Charges	473.00
Total Payments and Credits	473.00
Balance Due as of 12/13/2018	0.00
 Cross Defendant DMK Concrete Inc	
Total Charges	673.00
Total Payments and Credits	673.00
Balance Due as of 12/13/2018	0.00
 Cross Defendant Green Planet Landscaping LLC	
Total Charges	673.00
Total Payments and Credits	673.00
Balance Due as of 12/13/2018	0.00
 Defendant Lands West Builders Inc	
Total Charges	771.00
Total Payments and Credits	771.00
Balance Due as of 12/13/2018	0.00
 Cross Defendant Lifeguard Pool Maintenance	
Total Charges	673.00
Total Payments and Credits	673.00
Balance Due as of 12/13/2018	0.00
 Defendant Prestige Roofing Inc	
Total Charges	673.00
Total Payments and Credits	673.00
Balance Due as of 12/13/2018	0.00
 Cross Defendant Pyramid Plumbing	

CASE SUMMARY**CASE NO. A-16-742143-D**

Total Charges	673.00
Total Payments and Credits	673.00
Balance Due as of 12/13/2018	0.00
Cross Defendant Rivera Framing Inc	
Total Charges	673.00
Total Payments and Credits	673.00
Balance Due as of 12/13/2018	0.00
Cross Defendant S & L Roofing Inc	
Total Charges	473.00
Total Payments and Credits	473.00
Balance Due as of 12/13/2018	0.00
Third Party Plaintiff Sunridge Builders Inc	
Total Charges	608.00
Total Payments and Credits	608.00
Balance Due as of 12/13/2018	0.00
Trustee Byrne, Janette	
Total Charges	1,028.00
Total Payments and Credits	1,028.00
Balance Due as of 12/13/2018	0.00
Third Party Defendant Earthcore Industries LLC	
Total Charges	473.00
Total Payments and Credits	473.00
Balance Due as of 12/13/2018	0.00
Third Party Defendant Piece of the Rock	
Total Charges	473.00
Total Payments and Credits	473.00
Balance Due as of 12/13/2018	0.00
Third Party Defendant White Feather Drywall & Paint	
Total Charges	673.00
Total Payments and Credits	673.00
Balance Due as of 12/13/2018	0.00
Trustee Byrne, Janette	
Appeal Bond Balance as of 12/13/2018	500.00

DISTRICT COURT CIVIL COVER SHEET A- 16- 742143- D

Clark County, Nevada XVI

Case No. _____
(Assigned by Clerk's Office)

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): <p style="text-align: center;">Janette Byrne, as Trustee of the UOFM Trust</p>	Defendant(s) (name/address/phone): <p style="text-align: center;">Sunridge Builders, Inc.; Lands West Builders, Inc.</p>
Attorney (name/address/phone): <p style="text-align: center;">Mark J. Bourassa, Esq. and Jennifer A. Fornetti, Esq. The Bourassa Law Group 8668 Spring Mountain Road, Suite 101 Las Vegas, Nevada 89117</p>	Attorney (name/address/phone):

II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input checked="" type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

08/22/2016

Date

/s/ Jennifer A. Fornetti

Signature of initiating party or representative

See other side for family-related case filings.



1 **ORDR**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4 JANETTE BYRNE, as Trustee of the UOFM
5 TRUST,

6 Plaintiff,

7 vs.

8 SUNRIDGE BUILDERS, INC., et al.,

9 Defendants.

Case No.: A-16-742143-D
Dept. No.: II

Date of Hearing: October 18, 2017

**NUNC PRO TUNC ORDER
GRANTING LANDS WEST
BUILDERS, INC.'S, JOINING
PARTIES', AND SUNRIDGE
BUILDERS, INC.'S JOINT MOTION
FOR SUMMARY JUDGMENT
PURSUANT TO NRS 11.202(1)**

10 **INTRODUCTION**

11 This is a construction defect action in which the contractors contend that Janette
12 Byrne, as Trustee of the UOFM Trust's (hereinafter "claimant," "plaintiff," or "Byrne")
13 claims are barred by the applicable statute of repose. The Court agrees that claimant's claim is
14 barred by the new six-year statute of repose, retroactively applied as the enacting bill requires,
15 after giving claimant the benefit of the so-called one-year "grace period." The claimant was
16 required to file her Complaint by February 26, 2016. Claimant did not file her Complaint until
17 August 22, 2016. There is no genuine issue of material fact that claimant's Complaint is
18 barred by the statute of repose. Accordingly, summary judgment is granted in favor of Lands
19 West Builders, Inc. and Sunridge Builders, Inc. (collectively "Contractors" herein) and against
20 Plaintiff.

21 **UNDISPUTED FACTS**

22 This is a single family home construction defect action initiated under NRS 40.600 by
23 Plaintiff. The subject residence is located at 578 Lairmont Place in Henderson, Nevada
24 ("Residence"). The Residence is a six bedroom, 11,255 square foot custom home located
25 within McDonald Highlands, a guard-gated golf course community.

26 Plaintiff is not the original owner of the Residence. In or about early 2007, the original
27 owners, Charles and Erin Catledge, hired TyCorp Development, Inc. to serve as the general
28

Richard F. Scotti
District Judge

Department Two
Las Vegas, NV 89155

1 contractor for the construction of the Residence. In or about July of 2007, Defendant Sunridge
2 Builders, Inc. replaced TyCorp Development, Inc. as the general contractor. Construction of
3 the Residence commenced shortly thereafter.

4 Substantial Completion was achieved on May 26, 2009.

5 In 2015 the Nevada Legislature adopted AB 125, with an effective date of
6 February 24, 2015, reducing the statute of repose for construction defects to six years.

7 The claimant presented her Chapter 40 notice of construction defects on December 2,
8 2015. Claimant commenced her action by filing her Complaint on August 22, 2016.

9 **APPLICATION OF THE NEW STATUTE OF REPOSE**

10 In 2015 the Nevada Legislature by AB 125 reduced the statute of repose from ten (10),
11 eight (8), and six (6) years, for known, latent, and patent deficiencies, to six (6) years for all
12 actions for damages. The six (6) year period begins to run from the date of substantial
13 completion of a work of improvement.

14 The legislative history of AB 125 expressed in the actual bill, § 21, sub. 5, (although
15 not in the statute itself), mandates that the new six (6) year statute of repose be applied
16 retroactively. The Nevada Legislature provided a grace period of one year to protect
17 claimants who would otherwise lose their rights by retroactive application.

18 As explained below, Plaintiff in this action failed to commence her action within this
19 grace period. Accordingly her claims are barred.

20 Contractors achieved substantial completion on May 26, 2009. Under the most lenient
21 statute of repose of NRS 11.203(1) (ten years), claimant would have been required to file her
22 Complaint by May 26, 2019. But AB 126 reduced that time period to six years: in this case
23 meaning May 26, 2015. Claimant filed her Complaint on August 22, 2016 – thirteen months
24 after the expiration of the six-year period.

25 The retroactive application would have had the effect of barring claimant's claim. The
26 so-called "grace period" gave claimant more time to avoid this harsh result. The "grace
27 period" built into the statute reads, in pertinent part, as follows: "The provisions of
28 subsection 5 do not limit an action: (a) that accrued before the effective date, and was

1 commenced within 1 year after the effective date of this act.” AB 125, Sec. 21, Subsection 6.
2 The effective date of AB 125 was February 24, 2015. This means that if a claimant’s action
3 accrued before February 24, 2015, and would have been otherwise limited, then the claimant
4 could still bring an action if commenced by February 24, 2016. Claimant failed to meet this
5 deadline.

6 APPLICATION OF THE TOLLING STATUTE

7 Claimant incorrectly argues that she should receive a further extension beyond the
8 “grace period” by application of the tolling provision of NRS 40.695. NRS 40.695 provides
9 that the statute of repose is tolled from the date the notice of claim is given, until one-year
10 after the notice of claim is given. This provision does not help the claimant.

11 Suppose the original ten-year statute of repose applied to claimant. Then, absent
12 tolling, the deadline to file would have been May 26, 2019. But claimant would have one year
13 of tolling benefit. Claimant presented her notice of claim of construction defects on
14 December 2, 2015, prior to the expiration period. Thus, absent retroactive application of the
15 new six-year statute of repose, the deadline for claimant to file her Complaint would have
16 been May 26, 2020.

17 AB 125 curtailed the statute of repose such that claimant here was required to file her
18 Complaint much earlier than May 26, 2020. Again, pursuant to AB 125, any action that
19 accrued prior to the effective date of AB 125 (February 24, 2015) was not limited by the
20 reduced statutory period provided the claimant filed its Complaint within one-year after the
21 effective date (February 24, 2016). It is undisputed that claimant’s claim accrued before the
22 effective date of the statute. It is also undisputed that claimant failed to file her Complaint
23 within one year of the effective date of the statute. Thus, claimant’s claim was late and is
24 barred by the new six-year statute of repose.

25 Even if the tolling provision were to be considered after the new statute of repose was
26 applied to claimant’s claim, the claim would still be barred. As said, the six year statute of
27 repose applied to claimant’s claim accruing on May 26, 2009, would have given a deadline of
28 May 26, 2015. In this case, the tolling provision does not apply because the new six-year

1 statute of repose would have expired before the tolling could start. Any tolling could not start
2 until the claimant presented her notice of construction defect. Claimant presented her notice
3 of construction defects on December 2, 2015. By this date the deadline for claimant to file her
4 Complaint had already expired – so there was nothing to toll!

5 The Court’s interpretation of the tolling provision is consistent with *Dykema v. Del*
6 *Webb Communities, Inc.*, 132 Nev. Adv. Op 82, 385 P.3d 977, 980-81 (2016). In that case,
7 the Nevada Supreme Court held: “[B]ecause Dykema and Turner served their Chapter 40
8 notices within the ten-year repose period, it was tolled for one year and Dykema’s and
9 Turner’s February 27, 2015, Complaint against Del Webb was timely filed.” The Nevada
10 Supreme Court recognized that the one-year tolling only applied if the notice of claim was
11 presented within (*i.e.* before) the expiration of the statute of repose. Applied here, *Dykema*
12 means that a claimant receives no tolling if the applicable statute of repose expires before the
13 notice of construction defect is presented.

14 **EQUITABLE ESTOPPEL**

15 The Court rejects claimant’s argument regarding equitable estoppel, as there is no
16 genuine issue of fact that equitable estoppel does not apply here.

17 **CONCLUSION**

18 It is undisputed that claimant did not file her Complaint within the six-year statute of
19 repose as retroactively applied. The new statute of repose, retroactively applied, expired
20 before the notice of construction defects. So there is no tolling, and claimant failed to
21 commence her Complaint within the new six-year statute of repose. Also, claimant failed to
22 file her Complaint within the statutory grace period. Summary Judgment is granted in favor of
23 Lands West Builders, Inc., Sunridge Builders, Inc., and the Joining Parties (Lifeguard Pool
24 Maintenance dba Lifeguard Pools & Spas, Pyramid Plumbing, Inc., Rivera Framing, Inc.,

25 ...

26 ...

27 ...

28

1 Trim Time, LLC dba Blitz Construction, Ivie Mechanical Inc., Green Planet Landscaping,
2 LLC, White Feather Paint and Drywall, Bryant Masonry, LLC, Prestige Roofing, Inc., DMK
3 Concrete, Inc.) and against Plaintiff Janette Byrne, as trustee of the UOFM Trust.

4 IT IS SO ORDERED

5 Dated this 14 day of December, 2017.

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8 RICHARD F. SCOTTI
DISTRICT COURT JUDGE
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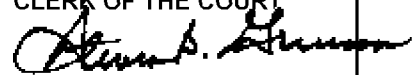
CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed, a copy of this Order was electronically served through the Eighth Judicial District Court's efilng system to the proper parties as follows:

Timothy Menter, Esq.
Robert Schumacher, Esq.
Adam Springel, Esq.
Carrie Hurtik, Esq.
Lena Louis, Esq.
Bryce Buckwalter, Esq.
Greg Marsh, Esq.
Cary Domina, Esq.
Curtis Busby, Esq.
Todd Jones, Esq.
Mark Brown, Esq.
John Dorame, Esq.
Peter Brown, Esq.
Kevin Brown, Esq.
Kenneth Goates, Esq.
Reed Werner, Esq.
Jessica A. West, Esq.
Sarah Suter, Esq.
Will Lemkul, Esq.
Jonathan Rolle, Esq.
Charles Simmons, Esq.

/s/ Melody Howard

Melody Howard
Judicial Executive Assistant



1 **NEO**
2 **ROBERT E. SCHUMACHER**
3 Nevada Bar No. 7504
4 **BRIAN K. WALTERS**
5 Nevada Bar No. 9711
6 **GORDON REES SCULLY MANSUKHANI, LLP**
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11 Email: rschumacher@grsm.com
12 bwalters@grsm.com

13 *Attorneys for Defendant*
14 **LANDS WEST BUILDERS, INC**

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 JANETTE BYRNE, as Trustee of the UOFM
18 TRUST,

19 Plaintiff,

20 vs.

21 SUNRIDGE BUILDERS, INC., a Nevada
22 Corporation; LANDS WEST BUILDERS, INC., a
23 Nevada Corporation; AVANTI PRODUCTS, LLC, a
24 Nevada Limited Liability Company; BRYANT
25 MASONRY, LLC, a Nevada Limited Liability
26 Company; BSH HOME APPLIANCES
27 CORPORATION, a Delaware Corporation; CIRCLE
28 S DEVELOPMENT dba DECK SYSTEMS
NEVADA, a Nevada Corporation; DMK
CONCRETE, INC., a Nevada Corporation; 4M
CORP., a Nevada Corporation; GENERAL
ELECTRIC COMPANY, a Nevada Corporation;
GREEN PLANET LANDSCAPING, LLC, a Nevada
Limited Liability Company; IVIE MECHANICAL
INC., a Nevada Corporation; J.C.W. CONCRETE,
INC., a Nevada Corporation; KARL HENRY
LINSENBARDT dba SIGNATURE DOOR &
TRIM; LIFEGUARD POOL MAINT. dba
LIFEGUARD POOLS, a Nevada Corporation;
MOUNTAIN WEST ELECTRIC, a Nevada
Corporation; PRESTIGE ROOFING, INC., a Nevada
Corporation; PYRAMID PLUMBING, a Nevada
Corporation; RIVERA FRAMING INC. dba
RIVERA FRAMERS, a Nevada Corporation; S&L
ROOFING, INC., a Colorado Corporation; SPRAY
PRODUCT APPLICATIONS, LLC, a Nevada
Limited Liability Company; TRIM TIME LLC dba
BLITZ CONSTRUCTION, a Nevada Limited

CASE NO. A-16-742143-D
DEPT. NO.: XVI

**NOTICE OF ENTRY OF NUNC
PRO TUNC ORDER GRANTING
LANDS WEST BUILDERS, INC.'S,
JOINING PARTIES', AND
SUNRIDGE BUILDERS, INC.'S
JOINT MOTION FOR SUMMARY
JUDGMENT PURSUANT TO NRS
11.202(1)**

1 Liability Company; WINDOW INSTALLATION)
2 SPECIALISTS, LLC, a Nevada Limited Liability)
3 Company; DOES 20 through 100; DESIGN)
PROFESSIONAL DOES 101 through 150, and/or)
4 SUPPLIER ROES 2 through 50 inclusive,)
Defendants.)

5 SUNRIDGE BUILDERS, INC., a Nevada)
Corporation,)
6 Cross-Claimant,)
7 vs.)
8 BRYANT MASONRY, LLC, a Nevada Limited)
9 Liability Company; 4M CORP., a Nevada)
Corporation; BSH HOME APPLIANCES)
10 CORPORATION; a Delaware Corporation; CIRCLE)
S DEVELOPMENT dba DECK SYSTEMS OF)
11 NEVADA, a Nevada Corporation; DMK)
CONCRETE, INC., a Nevada Corporation;)
12 GENERAL ELECTRIC COMPANY, a Foreign)
Corporation; GREEN PLANET LANDSCAPING)
13 LLC, a Nevada Limited Liability Company; IVIE)
MECHANICAL, INC., a Nevada Corporation;)
14 J.C.W. CONCRETE, INC., a Nevada corporation;)
LIFEGUARD POOL MAINTENANCE dba)
15 LIFEGUARD POOLS, a Nevada Corporation;)
MOUNTAIN WEST ELECTRIC, a Nevada)
16 Corporation; PYRAMID PLUMBING, INC., Nevada)
Corporation; RIVERA FRAMING INC., a Nevada)
17 Corporation; SPRAY PRODUCT APPLICATIONS,)
LLC, Nevada Limited Liability Company;)
18 WINDOW INSTALLATION SPECIALISTS, LLC,)
a Nevada Limited Liability Company, and MOES 1)
19 through 100 and ZOE CORPORATIONS 1 through)
100, inclusive,)
20 Cross-Defendants.)

21 SUNRIDGE BUILDERS, INC., a Nevada)
Corporation,)
22 Third-Party Plaintiff,)
23 vs.)
24 BRANDON IRON, INC., a Nevada Corporation;)
25 EARTHCORE INDUSTRIES, LLC, a Nevada)
Limited Liability Company; HARDY CABINETS)
26 INC., dba ARTESIA CABINETS, a Nevada)
Corporation; J.C.W. CONCRETE, INC., a Nevada)
27 Corporation; JD STAIRS, INC., a Nevada)
Corporation; PIECE OF THE ROCK, a Nevada)
28 Corporation; WHITE FEATHER DRYWALL &)

1 PAINT, an Unknown Business Entity; and MOES)
2 101 through 150 and ZOE CORPORATIONS 101)
3 through 150 inclusive,)
4 Third-Party Defendants.)

5 **NOTICE OF ENTRY OF NUNC PRO TUNC ORDER GRANTING LANDS WEST**
6 **BUILDERS, INC.'S, JOINING PARTIES', AND SUNRIDGE BUILDERS, INC.'S JOINT**
7 **MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1)**

8 PLEASE TAKE NOTICE that a Nunc Pro Tunc Order Granting Lands West Builders,
9 Inc.'s, Joining Parties', and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment
10 Pursuant to NRS 11.202(1) was entered on the 14th day of December, 2017. A copy of said Nunc
11 Pro Tunc Order is attached hereto as **Exhibit A**.

12 Dated: December 14, 2017.

GORDON REES SCULLY
MANSUKHANI, LLP

By: /s/ Brian K. Walters
ROBERT E. SCHUMACHER, ESQ.
Nevada Bar No. 7504
BRIAN K. WALTERS, ESQ.
Nevada Bar No. 9711
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

Attorneys for Defendant
LANDS WEST BUILDERS, INC

Gordon Rees Scully Mansukhani, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), Administrative Order 14-2 effective June 1, 2014, and N.E.F.C.R. Rule 9, I certify that I am an employee of GORDON REES SCULLY MANSUKHANI, LLP and that on this 14th day of December, 2017, I did cause a true and correct copy of **NOTICE OF ENTRY OF NUNC PRO TUNC ORDER GRANTING LANDS WEST BUILDERS, INC.'S, JOINING PARTIES', AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1))** to be served via the Court's electronic filing service upon the parties on the Court's service list for the above-referenced case.

/s/ Chelsey Holland

An employee of GORDON REES SCULLY
MANSUKHANI, LLP

EXHIBIT A



1 **ORDR**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4 JANETTE BYRNE, as Trustee of the UOFM
5 TRUST,

6 Plaintiff,

7 vs.

8 SUNRIDGE BUILDERS, INC., et al.,

9 Defendants.

Case No.: A-16-742143-D
Dept. No.: II

Date of Hearing: October 18, 2017

**NUNC PRO TUNC ORDER
GRANTING LANDS WEST
BUILDERS, INC.'S, JOINING
PARTIES', AND SUNRIDGE
BUILDERS, INC.'S JOINT MOTION
FOR SUMMARY JUDGMENT
PURSUANT TO NRS 11.202(1)**

10 **INTRODUCTION**

11 This is a construction defect action in which the contractors contend that Janette
12 Byrne, as Trustee of the UOFM Trust's (hereinafter "claimant," "plaintiff," or "Byrne")
13 claims are barred by the applicable statute of repose. The Court agrees that claimant's claim is
14 barred by the new six-year statute of repose, retroactively applied as the enacting bill requires,
15 after giving claimant the benefit of the so-called one-year "grace period." The claimant was
16 required to file her Complaint by February 26, 2016. Claimant did not file her Complaint until
17 August 22, 2016. There is no genuine issue of material fact that claimant's Complaint is
18 barred by the statute of repose. Accordingly, summary judgment is granted in favor of Lands
19 West Builders, Inc. and Sunridge Builders, Inc. (collectively "Contractors" herein) and against
20 Plaintiff.

21 **UNDISPUTED FACTS**

22 This is a single family home construction defect action initiated under NRS 40.600 by
23 Plaintiff. The subject residence is located at 578 Lairmont Place in Henderson, Nevada
24 ("Residence"). The Residence is a six bedroom, 11,255 square foot custom home located
25 within McDonald Highlands, a guard-gated golf course community.

26 Plaintiff is not the original owner of the Residence. In or about early 2007, the original
27 owners, Charles and Erin Catledge, hired TyCorp Development, Inc. to serve as the general
28

Richard F. Scotti
District Judge

Department Two
Las Vegas, NV 89155

1 contractor for the construction of the Residence. In or about July of 2007, Defendant Sunridge
2 Builders, Inc. replaced TyCorp Development, Inc. as the general contractor. Construction of
3 the Residence commenced shortly thereafter.

4 Substantial Completion was achieved on May 26, 2009.

5 In 2015 the Nevada Legislature adopted AB 125, with an effective date of
6 February 24, 2015, reducing the statute of repose for construction defects to six years.

7 The claimant presented her Chapter 40 notice of construction defects on December 2,
8 2015. Claimant commenced her action by filing her Complaint on August 22, 2016.

9 APPLICATION OF THE NEW STATUTE OF REPOSE

10 In 2015 the Nevada Legislature by AB 125 reduced the statute of repose from ten (10),
11 eight (8), and six (6) years, for known, latent, and patent deficiencies, to six (6) years for all
12 actions for damages. The six (6) year period begins to run from the date of substantial
13 completion of a work of improvement.

14 The legislative history of AB 125 expressed in the actual bill, § 21, sub. 5, (although
15 not in the statute itself), mandates that the new six (6) year statute of repose be applied
16 retroactively. The Nevada Legislature provided a grace period of one year to protect
17 claimants who would otherwise lose their rights by retroactive application.

18 As explained below, Plaintiff in this action failed to commence her action within this
19 grace period. Accordingly her claims are barred.

20 Contractors achieved substantial completion on May 26, 2009. Under the most lenient
21 statute of repose of NRS 11.203(1) (ten years), claimant would have been required to file her
22 Complaint by May 26, 2019. But AB 126 reduced that time period to six years: in this case
23 meaning May 26, 2015. Claimant filed her Complaint on August 22, 2016 – thirteen months
24 after the expiration of the six-year period.

25 The retroactive application would have had the effect of barring claimant's claim. The
26 so-called "grace period" gave claimant more time to avoid this harsh result. The "grace
27 period" built into the statute reads, in pertinent part, as follows: "The provisions of
28 subsection 5 do not limit an action: (a) that accrued before the effective date, and was

1 commenced within 1 year after the effective date of this act.” AB 125, Sec. 21, Subsection 6.
2 The effective date of AB 125 was February 24, 2015. This means that if a claimant’s action
3 accrued before February 24, 2015, and would have been otherwise limited, then the claimant
4 could still bring an action if commenced by February 24, 2016. Claimant failed to meet this
5 deadline.

6 APPLICATION OF THE TOLLING STATUTE

7 Claimant incorrectly argues that she should receive a further extension beyond the
8 “grace period” by application of the tolling provision of NRS 40.695. NRS 40.695 provides
9 that the statute of repose is tolled from the date the notice of claim is given, until one-year
10 after the notice of claim is given. This provision does not help the claimant.

11 Suppose the original ten-year statute of repose applied to claimant. Then, absent
12 tolling, the deadline to file would have been May 26, 2019. But claimant would have one year
13 of tolling benefit. Claimant presented her notice of claim of construction defects on
14 December 2, 2015, prior to the expiration period. Thus, absent retroactive application of the
15 new six-year statute of repose, the deadline for claimant to file her Complaint would have
16 been May 26, 2020.

17 AB 125 curtailed the statute of repose such that claimant here was required to file her
18 Complaint much earlier than May 26, 2020. Again, pursuant to AB 125, any action that
19 accrued prior to the effective date of AB 125 (February 24, 2015) was not limited by the
20 reduced statutory period provided the claimant filed its Complaint within one-year after the
21 effective date (February 24, 2016). It is undisputed that claimant’s claim accrued before the
22 effective date of the statute. It is also undisputed that claimant failed to file her Complaint
23 within one year of the effective date of the statute. Thus, claimant’s claim was late and is
24 barred by the new six-year statute of repose.

25 Even if the tolling provision were to be considered after the new statute of repose was
26 applied to claimant’s claim, the claim would still be barred. As said, the six year statute of
27 repose applied to claimant’s claim accruing on May 26, 2009, would have given a deadline of
28 May 26, 2015. In this case, the tolling provision does not apply because the new six-year

1 statute of repose would have expired before the tolling could start. Any tolling could not start
2 until the claimant presented her notice of construction defect. Claimant presented her notice
3 of construction defects on December 2, 2015. By this date the deadline for claimant to file her
4 Complaint had already expired – so there was nothing to toll!

5 The Court's interpretation of the tolling provision is consistent with *Dykema v. Del*
6 *Webb Communities, Inc.*, 132 Nev. Adv. Op 82, 385 P.3d 977, 980-81 (2016). In that case,
7 the Nevada Supreme Court held: "[B]ecause Dykema and Turner served their Chapter 40
8 notices within the ten-year repose period, it was tolled for one year and Dykema's and
9 Turner's February 27, 2015, Complaint against Del Webb was timely filed." The Nevada
10 Supreme Court recognized that the one-year tolling only applied if the notice of claim was
11 presented within (*i.e.* before) the expiration of the statute of repose. Applied here, *Dykema*
12 means that a claimant receives no tolling if the applicable statute of repose expires before the
13 notice of construction defect is presented.

14 **EQUITABLE ESTOPPEL**

15 The Court rejects claimant's argument regarding equitable estoppel, as there is no
16 genuine issue of fact that equitable estoppel does not apply here.

17 **CONCLUSION**

18 It is undisputed that claimant did not file her Complaint within the six-year statute of
19 repose as retroactively applied. The new statute of repose, retroactively applied, expired
20 before the notice of construction defects. So there is no tolling, and claimant failed to
21 commence her Complaint within the new six-year statute of repose. Also, claimant failed to
22 file her Complaint within the statutory grace period. Summary Judgment is granted in favor of
23 Lands West Builders, Inc., Sunridge Builders, Inc., and the Joining Parties (Lifeguard Pool
24 Maintenance dba Lifeguard Pools & Spas, Pyramid Plumbing, Inc., Rivera Framing, Inc.,

25 ...

26 ...

27 ...

28

1 Trim Time, LLC dba Blitz Construction, Ivie Mechanical Inc., Green Planet Landscaping,
2 LLC, White Feather Paint and Drywall, Bryant Masonry, LLC, Prestige Roofing, Inc., DMK
3 Concrete, Inc.) and against Plaintiff Janette Byrne, as trustee of the UOFM Trust.

4 IT IS SO ORDERED

5 Dated this 14 day of December, 2017.

6
7 
8 RICHARD F. SCOTTI
DISTRICT COURT JUDGE
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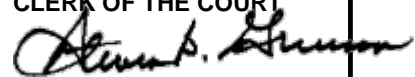
CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed, a copy of this Order was electronically served through the Eighth Judicial District Court's efilng system to the proper parties as follows:

Timothy Menter, Esq.
Robert Schumacher, Esq.
Adam Springel, Esq.
Carrie Hurtik, Esq.
Lena Louis, Esq.
Bryce Buckwalter, Esq.
Greg Marsh, Esq.
Cary Domina, Esq.
Curtis Busby, Esq.
Todd Jones, Esq.
Mark Brown, Esq.
John Dorame, Esq.
Peter Brown, Esq.
Kevin Brown, Esq.
Kenneth Goates, Esq.
Reed Werner, Esq.
Jessica A. West, Esq.
Sarah Suter, Esq.
Will Lemkul, Esq.
Jonathan Rolle, Esq.
Charles Simmons, Esq.

/s/ Melody Howard

Melody Howard
Judicial Executive Assistant



1 **ORDR**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4 JANETTE BYRNE, as Trustee of the UOFM
5 TRUST,

6 Plaintiff,

7 vs.

8 SUNRIDGE BUILDERS, INC., et al.,

9 Defendants.

Case No.: A-16-742143-D
Dept. No.: II

Date of Hearing: October 18, 2017

**ORDER GRANTING LANDS WEST
BUILDERS, INC.'S AND SUNRIDGE
BUILDERS, INC.'S JOINT MOTION
FOR SUMMARY JUDGMENT
PURSUANT TO NRS 11.202(1)**

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12 Byrne, as Trustee of the UOFM Trust's (hereinafter "claimant," "plaintiff," or "Byrne")
13 claims are barred by the applicable statute of repose. The Court agrees that claimant's claim is
14 barred by the new six-year statute of repose, retroactively applied as the enacting bill requires,
15 after giving claimant the benefit of the so-called one-year "grace period." The claimant was
16 required to file her Complaint by February 26, 2016. Claimant did not file her Complaint until
17 August 22, 2016. There is no genuine issue of material fact that claimant's Complaint is
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27 owners, Charles and Erin Catledge, hired TyCorp Development, Inc. to serve as the general
28 contractor for the construction of the Residence. In or about July of 2007, Defendant Sunridge

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13 **EQUITABLE ESTOPPEL**

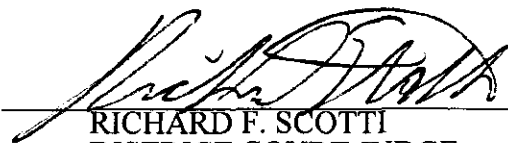
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16 **CONCLUSION**

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19 before the notice of construction defects. So there is no tolling, and claimant failed to
20 commence her Complaint within the new six-year statute of repose. Also, claimant failed to
21 file her Complaint within the statutory grace period. Summary Judgment is granted in favor of
22 Lands West Builders, Inc. and Sunridge Builders, Inc. and against Plaintiff Janette Byrne, as
23 trustee of the UOFM Trust.

24 IT IS SO ORDERED

25 Dated this 3 day of November, 2017.

26
27 
28 RICHARD F. SCOTTI
DISTRICT COURT JUDGE

Richard F. Scotti
District Judge

Department Two
Las Vegas, NV 89155

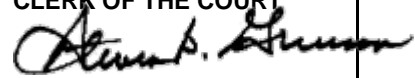
CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed, a copy of this Order was electronically served through the Eighth Judicial District Court's efilng system to the proper parties as follows:

Timothy Menter, Esq.
Robert Schumacher, Esq.
Adam Springel, Esq.
Carrie Hurtik, Esq.
Lena Louis, Esq.
Bryce Buckwalter, Esq.
Greg Marsh, Esq.
Cary Domina, Esq.
Curtis Busby, Esq.
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Reed Werner, Esq.
Jessica A. West, Esq.
Sarah Suter, Esq.
Will Lemkul, Esq.
Jonathan Rolle, Esq.
Charles Simmons, Esq.

/s/ Melody Howard

Melody Howard
Judicial Executive Assistant



1 **NEO**
2 ROBERT E. SCHUMACHER
3 Nevada Bar No. 7504
4 BRIAN K. WALTERS
5 Nevada Bar No. 9711
6 **GORDON REES SCULLY MANSUKHANI, LLP**
7 300 S. 4th Street, Suite 1550
8 Las Vegas, NV 89101
9 Telephone: (702) 577-9319
10 Facsimile: (702) 255-2858
11 Email: rschumacher@grsm.com
12 bwalters@grsm.com

13 *Attorneys for Defendant*
14 **LANDS WEST BUILDERS, INC**

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 JANETTE BYRNE, as Trustee of the UOFM
18 TRUST,

19 Plaintiff,

20 vs.

21 SUNRIDGE BUILDERS, INC., a Nevada
22 Corporation; LANDS WEST BUILDERS, INC., a
23 Nevada Corporation; AVANTI PRODUCTS, LLC, a
24 Nevada Limited Liability Company; BRYANT
25 MASONRY, LLC, a Nevada Limited Liability
26 Company; BSH HOME APPLIANCES
27 CORPORATION, a Delaware Corporation; CIRCLE
28 S DEVELOPMENT dba DECK SYSTEMS
NEVADA, a Nevada Corporation; DMK
CONCRETE, INC., a Nevada Corporation; 4M
CORP., a Nevada Corporation; GENERAL
ELECTRIC COMPANY, a Nevada Corporation;
GREEN PLANET LANDSCAPING, LLC, a Nevada
Limited Liability Company; IVIE MECHANICAL
INC., a Nevada Corporation; J.C.W. CONCRETE,
INC., a Nevada Corporation; KARL HENRY
LINSENBARDT dba SIGNATURE DOOR &
TRIM; LIFEGUARD POOL MAINT. dba
LIFEGUARD POOLS, a Nevada Corporation;
MOUNTAIN WEST ELECTRIC, a Nevada
Corporation; PRESTIGE ROOFING, INC., a Nevada
Corporation; PYRAMID PLUMBING, a Nevada
Corporation; RIVERA FRAMING INC. dba
RIVERA FRAMERS, a Nevada Corporation; S&L
ROOFING, INC., a Colorado Corporation; SPRAY
PRODUCT APPLICATIONS, LLC, a Nevada
Limited Liability Company; TRIM TIME LLC dba
BLITZ CONSTRUCTION, a Nevada Limited

) CASE NO. A-16-742143-D
) DEPT. NO.: XVI

) **NOTICE OF ENTRY OF ORDER**
) **GRANTING LANDS WEST**
) **BUILDERS, INC.'S AND**
) **SUNRIDGE BUILDERS, INC.'S**
) **JOINT MOTION FOR SUMMARY**
) **JUDGMENT PURSUANT TO NRS**
) **11.202(1)**

Liability Company; WINDOW INSTALLATION
SPECIALISTS, LLC, a Nevada Limited Liability
Company; DOES 20 through 100; DESIGN
PROFESSIONAL DOES 101 through 150, and/or
SUPPLIER ROES 2 through 50 inclusive,

Defendants.

SUNRIDGE BUILDERS, INC., a Nevada
Corporation,

Cross-Claimant,

vs.

BRYANT MASONRY, LLC, a Nevada Limited
Liability Company; 4M CORP., a Nevada
Corporation; BSH HOME APPLIANCES
CORPORATION; a Delaware Corporation; CIRCLE
S DEVELOPMENT dba DECK SYSTEMS OF
NEVADA, a Nevada Corporation; DMK
CONCRETE, INC., a Nevada Corporation;
GENERAL ELECTRIC COMPANY, a Foreign
Corporation; GREEN PLANET LANDSCAPING
LLC, a Nevada Limited Liability Company; IVIE
MECHANICAL, INC., a Nevada Corporation;
J.C.W. CONCRETE, INC., a Nevada corporation;
LIFEGUARD POOL MAINTENANCE dba
LIFEGUARD POOLS, a Nevada Corporation;
MOUNTAIN WEST ELECTRIC, a Nevada
Corporation; PYRAMID PLUMBING, INC., Nevada
Corporation; RIVERA FRAMING INC., a Nevada
Corporation; SPRAY PRODUCT APPLICATIONS,
LLC, Nevada Limited Liability Company;
WINDOW INSTALLATION SPECIALISTS, LLC,
a Nevada Limited Liability Company, and MOES 1
through 100 and ZOE CORPORATIONS 1 through
100, inclusive,

Cross-Defendants.

SUNRIDGE BUILDERS, INC., a Nevada
Corporation,

Third-Party Plaintiff,

vs.

BRANDON IRON, INC., a Nevada Corporation;
EARTHCORE INDUSTRIES, LLC, a Nevada
Limited Liability Company; HARDY CABINETS
INC., dba ARTESIA CABINETS, a Nevada
Corporation; J.C.W. CONCRETE, INC., a Nevada
Corporation; JD STAIRS, INC., a Nevada
Corporation; PIECE OF THE ROCK, a Nevada

Corporation; WHITE FEATHER DRYWALL &)
PAINT, an Unknown Business Entity; and MOES)
101 through 150 and ZOE CORPORATIONS 101)
through 150 inclusive,)
Third-Party Defendants.)

**NOTICE OF ENTRY OF ORDER GRANTING LANDS WEST BUILDERS, INC.'S AND
SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT
PURSUANT TO NRS 11.202(1)**

PLEASE TAKE NOTICE that an Order Granting Lands West Builders, Inc.'s and
Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1) was
entered on the 3rd day of October, 2017. A copy of said order is attached hereto as **Exhibit A**.

Dated: November 6, 2017.

**GORDON REES SCULLY
MANSUKHANI, LLP**

By: /s/ Brian K. Walters
ROBERT E. SCHUMACHER, ESQ.
Nevada Bar No. 7504
BRIAN K. WALTERS, ESQ.
Nevada Bar No. 9711
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

Attorneys for Defendant
LANDS WEST BUILDERS, INC

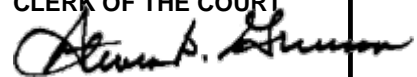
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), Administrative Order 14-2 effective June 1, 2014, and N.E.F.C.R. Rule 9, I certify that I am an employee of GORDON REES SCULLY MANSUKHANI, LLP and that on this 6th day of November, 2017, I did cause a true and correct copy of **NOTICE OF ENTRY OF ORDER GRANTING LANDS WEST BUILDERS, INC.’S AND SUNRIDGE BUILDERS, INC.’S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1)** to be served via the Court’s electronic filing service upon the parties on the Court’s service list for the above-referenced case.

/s/ Chelsey Holland

An employee of GORDON REES SCULLY
MANSUKHANI, LLP

EXHIBIT A



1 **ORDR**

2 **DISTRICT COURT**

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6 Plaintiff,

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Case No.: A-16-742143-D
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Date of Hearing: October 18, 2017

**ORDER GRANTING LANDS WEST
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10 **INTRODUCTION**

11 This is a construction defect action in which the contractors contend that Janette
12 Byrne, as Trustee of the UOFM Trust's (hereinafter "claimant," "plaintiff," or "Byrne")
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22 This is a single family home construction defect action initiated under NRS 40.600 by
23 Plaintiff. The subject residence is located at 578 Lairmont Place in Henderson, Nevada
24 ("Residence"). The Residence is a six bedroom, 11,255 square foot custom home located
25 within McDonald Highlands, a guard-gated golf course community.

26 Plaintiff is not the original owner of the Residence. In or about early 2007, the original
27 owners, Charles and Erin Catledge, hired TyCorp Development, Inc. to serve as the general
28 contractor for the construction of the Residence. In or about July of 2007, Defendant Sunridge

1 Builders, Inc. replaced TyCorp Development, Inc. as the general contractor. Construction of
2 the Residence commenced shortly thereafter.

3 Substantial Completion was achieved on May 26, 2009.

4 In 2015 the Nevada Legislature adopted AB 125, with an effective date of
5 February 24, 2015, reducing the statute of repose for construction defects to six years.

6 The claimant presented her Chapter 40 notice of construction defects on December 2,
7 2015. Claimant commenced her action by filing her Complaint on August 22, 2016.

8 APPLICATION OF THE NEW STATUTE OF REPOSE

9 In 2015 the Nevada Legislature by AB 125 reduced the statute of repose from ten (10),
10 eight (8), and six (6) years, for known, latent, and patent deficiencies, to six (6) years for all
11 actions for damages. The six (6) year period begins to run from the date of substantial
12 completion of a work of improvement.

13 The legislative history of AB 125 expressed in the actual bill, § 21, sub. 5, (although
14 not in the statute itself), mandates that the new six (6) year statute of repose be applied
15 retroactively. The Nevada Legislature provided a grace period of one year to protect
16 claimants who would otherwise lose their rights by retroactive application.

17 As explained below, Plaintiff in this action failed to commence her action within this
18 grace period. Accordingly her claims are barred.

19 Contractors achieved substantial completion on May 26, 2009. Under the most lenient
20 statute of repose of NRS 11.203(1) (ten years), claimant would have been required to file her
21 Complaint by May 26, 2019. But AB 126 reduced that time period to six years: in this case
22 meaning May 26, 2015. Claimant filed her Complaint on August 22, 2016 – thirteen months
23 after the expiration of the six-year period.

24 The retroactive application would have had the effect of barring claimant's claim. The
25 so-called "grace period" gave claimant more time to avoid this harsh result. The "grace
26 period" built into the statute reads, in pertinent part, as follows: "The provisions of
27 subsection 5 do not limit an action: (a) that accrued before the effective date, and was
28 commenced within 1 year after the effective date of this act." AB 125, Sec. 21, Subsection 6.

1 The effective date of AB 125 was February 24, 2015. This means that if a claimant's action
2 accrued before February 24, 2015, and would have been otherwise limited, then the claimant
3 could still bring an action if commenced by February 24, 2016. Claimant failed to meet this
4 deadline.

5 APPLICATION OF THE TOLLING STATUTE

6 Claimant incorrectly argues that she should receive a further extension beyond the
7 "grace period" by application of the tolling provision of NRS 40.695. NRS 40.695 provides
8 that the statute of repose is tolled from the date the notice of claim is given, until one-year
9 after the notice of claim is given. This provision does not help the claimant.

10 Suppose the original ten-year statute of repose applied to claimant. Then, absent
11 tolling, the deadline to file would have been May 26, 2019. But claimant would have one year
12 of tolling benefit. Claimant presented her notice of claim of construction defects on
13 December 2, 2015, prior to the expiration period. Thus, absent retroactive application of the
14 new six-year statute of repose, the deadline for claimant to file her Complaint would have
15 been May 26, 2020.

16 AB 125 curtailed the statute of repose such that claimant here was required to file her
17 Complaint much earlier than May 26, 2020. Again, pursuant to AB 125, any action that
18 accrued prior to the effective date of AB 125 (February 24, 2015) was not limited by the
19 reduced statutory period provided the claimant filed its Complaint within one-year after the
20 effective date (February 24, 2016). It is undisputed that claimant's claim accrued before the
21 effective date of the statute. It is also undisputed that claimant failed to file her Complaint
22 within one year of the effective date of the statute. Thus, claimant's claim was late and is
23 barred by the new six-year statute of repose.

24 Even if the tolling provision were to be considered after the new statute of repose was
25 applied to claimant's claim, the claim would still be barred. As said, the six year statute of
26 repose applied to claimant's claim accruing on May 26, 2009, would have given a deadline of
27 May 26, 2015. In this case, the tolling provision does not apply because the new six-year
28 statute of repose would have expired before the tolling could start. Any tolling could not start

1 until the claimant presented her notice of construction defect. Claimant presented her notice
2 of construction defects on December 2, 2015. By this date the deadline for claimant to file her
3 Complaint had already expired – so there was nothing to toll!

4 The Court's interpretation of the tolling provision is consistent with *Dykema v. Del*
5 *Webb Communities, Inc.*, 132 Nev. Adv. Op 82, 385 P.3d 977, 980-81 (2016). In that case,
6 the Nevada Supreme Court held: "[B]ecause Dykema and Turner served their Chapter 40
7 notices within the ten-year repose period, it was tolled for one year and Dykema's and
8 Turner's February 27, 2015, Complaint against Del Webb was timely filed." The Nevada
9 Supreme Court recognized that the one-year tolling only applied if the notice of claim was
10 presented within (*i.e.* before) the expiration of the statute of repose. Applied here, *Dykema*
11 means that a claimant receives no tolling if the applicable statute of repose expires before the
12 notice of construction defect is presented.

13 **EQUITABLE ESTOPPEL**

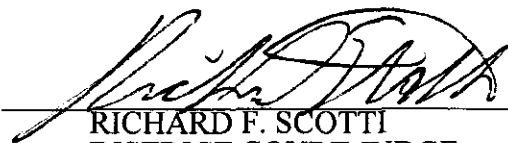
14 The Court rejects claimant's argument regarding equitable estoppel, as there is no
15 genuine issue of fact that equitable estoppel does not apply here.

16 **CONCLUSION**

17 It is undisputed that claimant did not file her Complaint within the six-year statute of
18 repose as retroactively applied. The new statute of repose, retroactively applied, expired
19 before the notice of construction defects. So there is no tolling, and claimant failed to
20 commence her Complaint within the new six-year statute of repose. Also, claimant failed to
21 file her Complaint within the statutory grace period. Summary Judgment is granted in favor of
22 Lands West Builders, Inc. and Sunridge Builders, Inc. and against Plaintiff Janette Byrne, as
23 trustee of the UOFM Trust.

24 IT IS SO ORDERED

25 Dated this 3 day of November, 2017.

26
27 
28 RICHARD F. SCOTTI
DISTRICT COURT JUDGE

Richard F. Scotti
District Judge

Department Two
Las Vegas, NV 89155

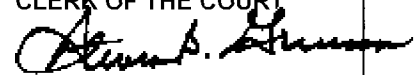
CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed, a copy of this Order was electronically served through the Eighth Judicial District Court's efilng system to the proper parties as follows:

Timothy Menter, Esq.
Robert Schumacher, Esq.
Adam Springel, Esq.
Carrie Hurtik, Esq.
Lena Louis, Esq.
Bryce Buckwalter, Esq.
Greg Marsh, Esq.
Cary Domina, Esq.
Curtis Busby, Esq.
Todd Jones, Esq.
Mark Brown, Esq.
John Dorame, Esq.
Peter Brown, Esq.
Kevin Brown, Esq.
Kenneth Goates, Esq.
Reed Werner, Esq.
Jessica A. West, Esq.
Sarah Suter, Esq.
Will Lemkul, Esq.
Jonathan Rolle, Esq.
Charles Simmons, Esq.

/s/ Melody Howard

Melody Howard
Judicial Executive Assistant



ORDR

ROBERT E. SCHUMACHER, ESQ

Nevada Bar No. 7504

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Attorneys for Defendant

LANDS WEST BUILDERS, INC

EIGHT JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JANETTE BYRNE, as Trustee of the UOFM
TRUST,

Plaintiff,

vs.

SUNRIDGE BUILDERS, INC., a Nevada
Corporation; LANDS WEST BUILDERS, INC., a
Nevada Corporation; AVANTI PRODUCTS, LLC, a
Nevada Limited Liability Company; BRYANT
MASONRY, LLC, a Nevada Limited Liability
Company; BSH HOME APPLIANCES
CORPORATION, a Delaware Corporation; CIRCLE
S DEVELOPMENT dba DECK SYSTEMS
NEVADA, a Nevada Corporation; DMK
CONCRETE, INC., a Nevada Corporation; 4M
CORP., a Nevada Corporation; GENERAL
ELECTRIC COMPANY, a Nevada Corporation;
GREEN PLANET LANDSCAPING, LLC, a Nevada
Limited Liability Company; IVIE MECHANICAL
INC., a Nevada Corporation; J.C.W. CONCRETE,
INC., a Nevada Corporation; KARL HENRY
LINSENBARDT dba SIGNATURE DOOR &
TRIM; LIFEGUARD POOL MAINT. dba
LIFEGUARD POOLS, a Nevada Corporation;
MOUNTAIN WEST ELECTRIC, a Nevada
Corporation; PRESTIGE ROOFING, INC., a Nevada
Corporation; PYRAMID PLUMBING, a Nevada
Corporation; RIVERA FRAMING INC. dba
RIVERA FRAMERS, a Nevada Corporation; S&L
ROOFING, INC., a Colorado Corporation; SPRAY
PRODUCT APPLICATIONS, LLC, a Nevada

CASE NO. A-16-742143-D
DEPT. NO.: II

**ORDER GRANTING
DEFENDANT LANDS WEST
BUILDERS, INC.'S MOTION FOR
ATTORNEYS' FEES AND COSTS**

Gordon Rees Scully Mansukhani, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

Limited Liability Company; TRIM TIME LLC dba
BLITZ CONSTRUCTION, a Nevada Limited
Liability Company; WINDOW INSTALLATION
SPECIALISTS, LLC, a Nevada Limited Liability
Company; DOES 20 through 100; DESIGN
PROFESSIONAL DOES 101 through 150, and/or
SUPPLIER ROES 2 through 50 inclusive,

Defendants.

SUNRIDGE BUILDERS, INC., a Nevada
Corporation,

Cross-Claimant,

vs.

BRYANT MASONRY, LLC, a Nevada Limited
Liability Company; 4M CORP., a Nevada
Corporation; BSH HOME APPLIANCES
CORPORATION; a Delaware Corporation; CIRCLE
S DEVELOPMENT dba DECK SYSTEMS OF
NEVADA, a Nevada Corporation; DMK
CONCRETE, INC., a Nevada Corporation;
GENERAL ELECTRIC COMPANY, a Foreign
Corporation; GREEN PLANET LANDSCAPING
LLC, a Nevada Limited Liability Company; IVIE
MECHANICAL, INC., a Nevada Corporation;
J.C.W. CONCRETE, INC., a Nevada corporation;
LIFEGUARD POOL MAINTENANCE dba
LIFEGUARD POOLS, a Nevada Corporation;
MOUNTAIN WEST ELECTRIC, a Nevada
Corporation; PYRAMID PLUMBING, INC., Nevada
Corporation; RIVERA FRAMING INC., a Nevada
Corporation; SPRAY PRODUCT APPLICATIONS,
LLC, Nevada Limited Liability Company;
WINDOW INSTALLATION SPECIALISTS, LLC,
a Nevada Limited Liability Company, and MOES 1
through 100 and ZOE CORPORATIONS 1 through
100, inclusive,

Cross-Defendants.

SUNRIDGE BUILDERS, INC., a Nevada
Corporation,

Third-Party Plaintiff,

vs.

BRANDON IRON, INC., a Nevada Corporation;
EARTHCORE INDUSTRIES, LLC, a Nevada
Limited Liability Company; HARDY CABINETS
INC., dba ARTESIA CABINETS, a Nevada
Corporation; J.C.W. CONCRETE, INC., a Nevada
Corporation; JD STAIRS, INC., a Nevada
Corporation; PIECE OF THE ROCK, a Nevada

Corporation; WHITE FEATHER DRYWALL &)
PAINT, an Unknown Business Entity; and MOES)
101 through 150 and ZOE CORPORATIONS 101)
through 150 inclusive,)
Third-Party Defendants.)

**ORDER GRANTING DEFENDANT LANDS WEST BUILDERS, INC.'S MOTION FOR
ATTORNEY FEES AND COSTS**

On January 8, 2018, Defendant LANDS WEST BUILDERS, INC.'s ("Lands West") Motion for Attorneys' Fees and Costs ("Motion") came on for hearing before Department XVI of the above entitled Court, The Honorable Richard F. Scotti presiding. Brian K. Walters, Esq., with the law firm of GORDON REES SCULLY MANSUKHANI, LLP appeared for Lands West. Leonard T. Fink, Esq. with the law firm of SPRINGEL & FINK LLP appeared for Plaintiff JANETTE BYRNE, as Trustee of the UOFM TRUST ("Plaintiff").

Having considered the Motion, Plaintiff's Opposition to the Motion, Lands West's Reply in Support of the Motion, oral arguments of counsel during the January 8, 2018 hearing and supplemental briefing submitted by Lands West and Plaintiff as requested by the Court, and for good cause appearing, the Court finds as follows:

I. Application of the *Beattie* Factors.

The Court applies the factors under *Beattie v. Thomas*, 99 Nev. 579, 588-89 (1983) to determine whether Lands West is entitled to an award of fees under NRCP 68 and NRS 40.652(4) and, if so, how much.

A. Whether Plaintiff's claim was brought in good faith.

The first *Beattie* factor is whether Plaintiff's claim was brought in good faith.

Lands West contends that Plaintiff had no good faith reason to drag it into this lawsuit.

It is true that Plaintiff knew or should have known that Lands West was not the general contractor and not involved in the initial construction. Plaintiff contends that it brought Lands

1 West into the lawsuit due to Lands West's defectively performed repair work. However,
2 Plaintiff's initial Chapter 40 Notice did not identify any defects in repair work by Lands West.
3 However, the existence of later defects possibly caused by Lands West became eventually
4 known. Further, Plaintiff never identified the extent to which Lands West might be liable for any
5 of the \$1.8 million in damages claimed by Plaintiff. Plaintiff contends that it expected to obtain
6 this information in discovery. Plaintiff never distinguished the damages attributable to
7 Defendant Sunridge Builders, Inc. ("Sunrdige") arising from original construction from the
8 damages allegedly attributable to Lands West for its allegedly defective post-construction
9 repairs. Plaintiff suggests that Sunridge and Lands West should have been able to determine
10 such allocation.
11

12 On these facts, the COURT FINDS that the Complaint was not brought in good faith.
13 Thus, the first factor weighs in favor of Lands West.
14

15 **B. Whether Lands West's offer of judgment was reasonable in its timing and**
16 **amount.**

17 The *Beattie* second factor is whether Lands West's offer of judgment was reasonable in
18 its timing and amount. Lands West made its offer of judgment in the amount of \$10,001.00 two
19 (2) months after it entered the lawsuit. At that time, Plaintiff either knew, or should have known,
20 that Lands West was not the general contractor on the job. From the time of Plaintiff's Chapter
21 40 Notice until the time of Lands West's offer of judgment, Plaintiff knew that it might have a
22 statute of repose problem. Plaintiff could have accepted Lands West's offer of judgment and
23 recovered an amount to pay for a significant portion of its costs; instead, Plaintiff decided to take
24 the risk that the Court would, in the future, resolve the statute of limitations issue in its favor.
25 Under these circumstances, the COURT FINDS that Lands West's offer of judgment was made
26 in good faith in both timing and amount. Thus, the second factor weighs in favor of Lands West.
27
28

The third *Beattie* factor is whether Plaintiff's decision to reject Lands West's offer was grossly unreasonable or in bad faith. Plaintiff alleged damages in the amount of roughly \$1.8 million. It appears from the documents provided in its supplemental brief that Plaintiff developed the post-Complaint view that Lands West might be responsible for defective repairs. It is undisputed that Lands West did perform some repairs over a two-year period of time.

Plaintiff did engage experts that expressed opinions that the repair work was defective. The experts found that it would cost about \$36,739.29 to make roof repair and \$186,817.02 to make foundation repairs. At the time of the offer of judgment, Plaintiff had not yet determined how much of these repair costs were Lands West's responsibility, but Plaintiff's expert opined that the amount of Lands West's liability was certainly greater than \$10,001.00.

At the time of the offer of judgment, Plaintiff had to consider: (1) the amount potentially owed by Lands West; (2) the attorney's fees and time and effort to recover the amount owed; (3) the risk in seeking to convince the trier of fact of the amount owed; (4) and the risk of some legal impediment to recovery.

Plaintiff either knew or should have known of the probability that the Court might interpret the statute of repose issue differently than its understanding of the law, which could result in the elimination of its claims. It seems clear to the Court that Plaintiff had considered, to some extent, the statute of repose issues applicable to this case. Although the Court believes it properly interpreted and applied the law, Plaintiff had a different view.

In determining whether Plaintiff's rejection of the offer was grossly unreasonable, the proper analysis is not whether Plaintiff got it wrong or whether Plaintiff should have known that it would lose on the issue. The proper analysis is whether any reasonable attorney would have

1 continued to pursue the claim after the offer of judgment. Under this standard, the COURT
2 FINDS that, at the time of the offer, Plaintiff had enough information to decide not to continue to
3 pursue its claim against Lands West, and should have accepted the offer. Thus, the *Beattie* third
4 factor weighs slightly in favor of Lands West.

5
6 **D. The reasonableness of the requested fees (Brunzell factors).**

7 As to the fourth *Beattie* factor, the Court has considered the factors set forth in *Brunzell v.*
8 *Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969). Lands West's attorneys were eminently
9 qualified. The attorneys' work was difficult given the issues of apportionment, alter ego,
10 analysis of defects and repairs, and the statute of repose. The work actually performed was
11 commensurate to the needs of the case. The rates charged and time incurred were both
12 reasonable. The result was clearly in favor of Lands West.

13
14 The Court has studied Lands West's attorney invoices reflecting the hours worked and
15 billed on this case. The COURT FINDS that the hours were reasonable and necessary, and are
16 supported by the documents, except as follows: (a) the Court finds that Lands West billed
17 approximately ten (10) hours for excessive document review and/or excessive analysis; (b) the
18 COURT FINDS that Lands West billed approximately ten (10) hours on matters that have entries
19 that are too vague; (c) the Court finds that Lands West billed about five (5) hours for excessive
20 legal research; and (d) the COURT FINDS that Lands West billed about twenty (20) hours on
21 matters that the Court disallows because the redactions made by Lands West made it too difficult
22 for the Court to determine whether such hours were indeed reasonable and necessary for the
23 case. The total disallowed hours is 45.

24
25 The Court has applied the rough average rate appearing from the billing of \$225/hr.
26 Accordingly, the total disallowed fees is \$10,125.00. The resulting amount of allowable fees is
27 \$94,662.50.
28

1 On balance, considering all of the factors, the Court concludes that Lands West is entitled
2 to an award of attorney's fees under NRCP 68 and NRS 40.652, in the amount of \$94,662.50.

3 **THE COURT THEREFORE ORDERS** that Lands West's Motion for Attorneys' Fees
4 and Costs be GRANTED under NRCP 68 and NRS 40.652. Lands West is entitled to an
5 award of attorney's fees from Plaintiff in the amount of \$94,662.50.
6

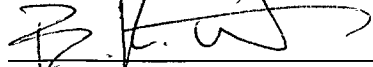
7 Dated this day of March, 2018.

8
9

DISTRICT COURT JUDGE

10
11 *Respectfully submitted by:*

12 **GORDON REES SCULLY**
13 **MANSUKHANI, LLP**

14 

15 ROBERT E. SCHUMACHER
16 Nevada Bar No. 7504
17 BRIAN K. WALTERS
18 Nevada Bar No. 9711
19 300 S. 4th Street, Suite 1550
20 Las Vegas, NV 89101

21 *Attorneys for Defendant Lands*
22 *West Builders, Inc.*

23 *Approved as to form and content:*

24 **SPRINGEL & FINK LLP**

25

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26 Nevada Bar No. 10797
27 MICHAEL A. ARATA
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Attorneys for Plaintiff

JANETTE BYRNE, as Trustee of the UOFM TRUST

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Las Vegas, NV 89101

On balance, considering all of the factors, the Court concludes that Lands West is entitled to an award of attorney's fees under NRCP 68 and NRS 40.652, in the amount of \$94,662.50.

THE COURT THEREFORE ORDERS that Lands West's Motion for Attorneys' Fees and Costs be GRANTED under NRCP 68 and NRS 40.652. Lands West is entitled to an award of attorney's fees from Plaintiff in the amount of \$94,662.50.

Dated this ^{5th} day of February, 2018.
March


DISTRICT COURT JUDGE

017

Respectfully submitted by:

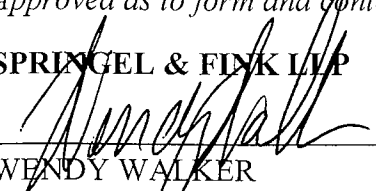
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*Attorneys for Defendant Lands
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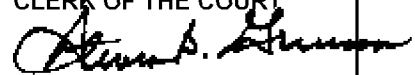
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1 **NEO**
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13 *Attorneys for Defendant*
14 **LANDS WEST BUILDERS, INC**

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 JANETTE BYRNE, as Trustee of the UOFM
18 TRUST,

19 Plaintiff,

20 vs.

21 SUNRIDGE BUILDERS, INC., a Nevada
22 Corporation; LANDS WEST BUILDERS, INC., a
23 Nevada Corporation; AVANTI PRODUCTS, LLC, a
24 Nevada Limited Liability Company; BRYANT
25 MASONRY, LLC, a Nevada Limited Liability
26 Company; BSH HOME APPLIANCES
27 CORPORATION, a Delaware Corporation; CIRCLE
28 S DEVELOPMENT dba DECK SYSTEMS
NEVADA, a Nevada Corporation; DMK
CONCRETE, INC., a Nevada Corporation; 4M
CORP., a Nevada Corporation; GENERAL
ELECTRIC COMPANY, a Nevada Corporation;
GREEN PLANET LANDSCAPING, LLC, a Nevada
Limited Liability Company; IVIE MECHANICAL
INC., a Nevada Corporation; J.C.W. CONCRETE,
INC., a Nevada Corporation; KARL HENRY
LINSENBARDT dba SIGNATURE DOOR &
TRIM; LIFEGUARD POOL MAINT. dba
LIFEGUARD POOLS, a Nevada Corporation;
MOUNTAIN WEST ELECTRIC, a Nevada
Corporation; PRESTIGE ROOFING, INC., a Nevada
Corporation; PYRAMID PLUMBING, a Nevada
Corporation; RIVERA FRAMING INC. dba
RIVERA FRAMERS, a Nevada Corporation; S&L
ROOFING, INC., a Colorado Corporation; SPRAY
PRODUCT APPLICATIONS, LLC, a Nevada
Limited Liability Company; TRIM TIME LLC dba
BLITZ CONSTRUCTION, a Nevada Limited

CASE NO. A-16-742143-D
DEPT. NO.: XVI

**NOTICE OF ENTRY OF ORDER
GRANTING DEFENDANT LANDS
WEST BUILDERS, INC.'S
MOTION FOR ATTORNEYS'
FEES AND COSTS**

1 Liability Company; WINDOW INSTALLATION)
SPECIALISTS, LLC, a Nevada Limited Liability)
2 Company; DOES 20 through 100; DESIGN)
PROFESSIONAL DOES 101 through 150, and/or)
3 SUPPLIER ROES 2 through 50 inclusive,)
4 Defendants.)
5 SUNRIDGE BUILDERS, INC., a Nevada)
Corporation,)
6 Cross-Claimant,)
7 vs.)
8 BRYANT MASONRY, LLC, a Nevada Limited)
Liability Company; 4M CORP., a Nevada)
9 Corporation; BSH HOME APPLIANCES)
CORPORATION; a Delaware Corporation; CIRCLE)
10 S DEVELOPMENT dba DECK SYSTEMS OF)
NEVADA, a Nevada Corporation; DMK)
11 CONCRETE, INC., a Nevada Corporation;)
GENERAL ELECTRIC COMPANY, a Foreign)
12 Corporation; GREEN PLANET LANDSCAPING)
LLC, a Nevada Limited Liability Company; IVIE)
13 MECHANICAL, INC., a Nevada Corporation;)
J.C.W. CONCRETE, INC., a Nevada corporation;)
14 LIFEGUARD POOL MAINTENANCE dba)
LIFEGUARD POOLS, a Nevada Corporation;)
15 MOUNTAIN WEST ELECTRIC, a Nevada)
Corporation; PYRAMID PLUMBING, INC., Nevada)
16 Corporation; RIVERA FRAMING INC., a Nevada)
Corporation; SPRAY PRODUCT APPLICATIONS,)
17 LLC, Nevada Limited Liability Company;)
WINDOW INSTALLATION SPECIALISTS, LLC,)
18 a Nevada Limited Liability Company, and MOES 1)
19 through 100 and ZOE CORPORATIONS 1 through)
100, inclusive,)
20 Cross-Defendants.)
21 SUNRIDGE BUILDERS, INC., a Nevada)
Corporation,)
22 Third-Party Plaintiff,)
23 vs.)
24 BRANDON IRON, INC., a Nevada Corporation;)
25 EARTHCORE INDUSTRIES, LLC, a Nevada)
Limited Liability Company; HARDY CABINETS)
26 INC., dba ARTESIA CABINETS, a Nevada)
Corporation; J.C.W. CONCRETE, INC., a Nevada)
27 Corporation; JD STAIRS, INC., a Nevada)
Corporation; PIECE OF THE ROCK, a Nevada)
28 Corporation; WHITE FEATHER DRYWALL &)

1 PAINT, an Unknown Business Entity; and MOES)
2 101 through 150 and ZOE CORPORATIONS 101)
3 through 150 inclusive,)
4 Third-Party Defendants.)

5 **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT LANDS WEST**
6 **BUILDERS, INC.'S MOTION FOR ATTORNEYS' FEES AND COSTS**

7 PLEASE TAKE NOTICE that an Order Granting Defendant Lands West Builders, Inc.'s
8 Motion for Attorneys' Fees and Costs was entered on the 13th day of March, 2018. A copy of
9 said Order is attached hereto as **Exhibit A.**

10 Dated: March 13, 2018.

GORDON REES SCULLY
MANSUKHANI, LLP

11 By: /s/ Brian K. Walters
12 ROBERT E. SCHUMACHER, ESQ.
13 Nevada Bar No. 7504
14 BRIAN K. WALTERS, ESQ.
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16 300 S. 4th Street, Suite 1550
17 Las Vegas, NV 89101

18 *Attorneys for Defendant*
19 **LANDS WEST BUILDERS, INC**

Gordon Rees Scully Mansukhani, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

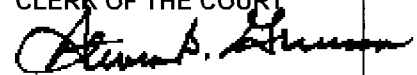
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), Administrative Order 14-2 effective June 1, 2014, and N.E.F.C.R. Rule 9, I certify that I am an employee of GORDON REES SCULLY MANSUKHANI, LLP and that on this 13th day of March, 2018, I did cause a true and correct copy of **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT LANDS WEST BUILDERS, INC.’S MOTION FOR ATTORNEYS’ FEES AND COSTS** to be served via the Court’s electronic filing service upon the parties on the Court’s service list for the above-referenced case.

/s/ Chelsey Holland

An employee of GORDON REES SCULLY
MANSUKHANI, LLP

EXHIBIT A



ORDR

ROBERT E. SCHUMACHER, ESQ

Nevada Bar No. 7504

BRIAN K. WALTERS, ESQ.

Nevada Bar No. 9711

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Attorneys for Defendant

LANDS WEST BUILDERS, INC

EIGHT JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JANETTE BYRNE, as Trustee of the UOFM
TRUST,

Plaintiff,

vs.

SUNRIDGE BUILDERS, INC., a Nevada
Corporation; LANDS WEST BUILDERS, INC., a
Nevada Corporation; AVANTI PRODUCTS, LLC, a
Nevada Limited Liability Company; BRYANT
MASONRY, LLC, a Nevada Limited Liability
Company; BSH HOME APPLIANCES
CORPORATION, a Delaware Corporation; CIRCLE
S DEVELOPMENT dba DECK SYSTEMS
NEVADA, a Nevada Corporation; DMK
CONCRETE, INC., a Nevada Corporation; 4M
CORP., a Nevada Corporation; GENERAL
ELECTRIC COMPANY, a Nevada Corporation;
GREEN PLANET LANDSCAPING, LLC, a Nevada
Limited Liability Company; IVIE MECHANICAL
INC., a Nevada Corporation; J.C.W. CONCRETE,
INC., a Nevada Corporation; KARL HENRY
LINSENBARDT dba SIGNATURE DOOR &
TRIM; LIFEGUARD POOL MAINT. dba
LIFEGUARD POOLS, a Nevada Corporation;
MOUNTAIN WEST ELECTRIC, a Nevada
Corporation; PRESTIGE ROOFING, INC., a Nevada
Corporation; PYRAMID PLUMBING, a Nevada
Corporation; RIVERA FRAMING INC. dba
RIVERA FRAMERS, a Nevada Corporation; S&L
ROOFING, INC., a Colorado Corporation; SPRAY
PRODUCT APPLICATIONS, LLC, a Nevada

CASE NO. A-16-742143-D
DEPT. NO.: II

**ORDER GRANTING
DEFENDANT LANDS WEST
BUILDERS, INC.'S MOTION FOR
ATTORNEYS' FEES AND COSTS**

Gordon Rees Scully Mansukhani, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

Limited Liability Company; TRIM TIME LLC dba
BLITZ CONSTRUCTION, a Nevada Limited
Liability Company; WINDOW INSTALLATION
SPECIALISTS, LLC, a Nevada Limited Liability
Company; DOES 20 through 100; DESIGN
PROFESSIONAL DOES 101 through 150, and/or
SUPPLIER ROES 2 through 50 inclusive,

Defendants.

SUNRIDGE BUILDERS, INC., a Nevada
Corporation,

Cross-Claimant,

vs.

BRYANT MASONRY, LLC, a Nevada Limited
Liability Company; 4M CORP., a Nevada
Corporation; BSH HOME APPLIANCES
CORPORATION; a Delaware Corporation; CIRCLE
S DEVELOPMENT dba DECK SYSTEMS OF
NEVADA, a Nevada Corporation; DMK
CONCRETE, INC., a Nevada Corporation;
GENERAL ELECTRIC COMPANY, a Foreign
Corporation; GREEN PLANET LANDSCAPING
LLC, a Nevada Limited Liability Company; IVIE
MECHANICAL, INC., a Nevada Corporation;
J.C.W. CONCRETE, INC., a Nevada corporation;
LIFEGUARD POOL MAINTENANCE dba
LIFEGUARD POOLS, a Nevada Corporation;
MOUNTAIN WEST ELECTRIC, a Nevada
Corporation; PYRAMID PLUMBING, INC., Nevada
Corporation; RIVERA FRAMING INC., a Nevada
Corporation; SPRAY PRODUCT APPLICATIONS,
LLC, Nevada Limited Liability Company;
WINDOW INSTALLATION SPECIALISTS, LLC,
a Nevada Limited Liability Company, and MOES 1
through 100 and ZOE CORPORATIONS 1 through
100, inclusive,

Cross-Defendants.

SUNRIDGE BUILDERS, INC., a Nevada
Corporation,

Third-Party Plaintiff,

vs.

BRANDON IRON, INC., a Nevada Corporation;
EARTHCORE INDUSTRIES, LLC, a Nevada
Limited Liability Company; HARDY CABINETS
INC., dba ARTESIA CABINETS, a Nevada
Corporation; J.C.W. CONCRETE, INC., a Nevada
Corporation; JD STAIRS, INC., a Nevada
Corporation; PIECE OF THE ROCK, a Nevada

Corporation; WHITE FEATHER DRYWALL &)
PAINT, an Unknown Business Entity; and MOES)
101 through 150 and ZOE CORPORATIONS 101)
through 150 inclusive,)
Third-Party Defendants.)

**ORDER GRANTING DEFENDANT LANDS WEST BUILDERS, INC.'S MOTION FOR
ATTORNEY FEES AND COSTS**

On January 8, 2018, Defendant LANDS WEST BUILDERS, INC.'s ("Lands West") Motion for Attorneys' Fees and Costs ("Motion") came on for hearing before Department XVI of the above entitled Court, The Honorable Richard F. Scotti presiding. Brian K. Walters, Esq., with the law firm of GORDON REES SCULLY MANSUKHANI, LLP appeared for Lands West. Leonard T. Fink, Esq. with the law firm of SPRINGEL & FINK LLP appeared for Plaintiff JANETTE BYRNE, as Trustee of the UOFM TRUST ("Plaintiff").

Having considered the Motion, Plaintiff's Opposition to the Motion, Lands West's Reply in Support of the Motion, oral arguments of counsel during the January 8, 2018 hearing and supplemental briefing submitted by Lands West and Plaintiff as requested by the Court, and for good cause appearing, the Court finds as follows:

I. Application of the *Beattie* Factors.

The Court applies the factors under *Beattie v. Thomas*, 99 Nev. 579, 588-89 (1983) to determine whether Lands West is entitled to an award of fees under NRCP 68 and NRS 40.652(4) and, if so, how much.

A. Whether Plaintiff's claim was brought in good faith.

The first *Beattie* factor is whether Plaintiff's claim was brought in good faith.

Lands West contends that Plaintiff had no good faith reason to drag it into this lawsuit.

It is true that Plaintiff knew or should have known that Lands West was not the general contractor and not involved in the initial construction. Plaintiff contends that it brought Lands

1 West into the lawsuit due to Lands West's defectively performed repair work. However,
2 Plaintiff's initial Chapter 40 Notice did not identify any defects in repair work by Lands West.
3 However, the existence of later defects possibly caused by Lands West became eventually
4 known. Further, Plaintiff never identified the extent to which Lands West might be liable for any
5 of the \$1.8 million in damages claimed by Plaintiff. Plaintiff contends that it expected to obtain
6 this information in discovery. Plaintiff never distinguished the damages attributable to
7 Defendant Sunridge Builders, Inc. ("Sunrdige") arising from original construction from the
8 damages allegedly attributable to Lands West for its allegedly defective post-construction
9 repairs. Plaintiff suggests that Sunridge and Lands West should have been able to determine
10 such allocation.
11

12 On these facts, the COURT FINDS that the Complaint was not brought in good faith.
13 Thus, the first factor weighs in favor of Lands West.
14

15 **B. Whether Lands West's offer of judgment was reasonable in its timing and**
16 **amount.**

17 The *Beattie* second factor is whether Lands West's offer of judgment was reasonable in
18 its timing and amount. Lands West made its offer of judgment in the amount of \$10,001.00 two
19 (2) months after it entered the lawsuit. At that time, Plaintiff either knew, or should have known,
20 that Lands West was not the general contractor on the job. From the time of Plaintiff's Chapter
21 40 Notice until the time of Lands West's offer of judgment, Plaintiff knew that it might have a
22 statute of repose problem. Plaintiff could have accepted Lands West's offer of judgment and
23 recovered an amount to pay for a significant portion of its costs; instead, Plaintiff decided to take
24 the risk that the Court would, in the future, resolve the statute of limitations issue in its favor.
25 Under these circumstances, the COURT FINDS that Lands West's offer of judgment was made
26 in good faith in both timing and amount. Thus, the second factor weighs in favor of Lands West.
27
28

1 C. Whether Plaintiff's decision to reject Lands West's offer was grossly
2 unreasonable or in bad faith.

3 The third *Beattie* factor is whether Plaintiff's decision to reject Lands West's offer was
4 grossly unreasonable or in bad faith. Plaintiff alleged damages in the amount of roughly \$1.8
5 million. It appears from the documents provided in its supplemental brief that Plaintiff
6 developed the post-Complaint view that Lands West might be responsible for defective repairs.
7 It is undisputed that Lands West did perform some repairs over a two-year period of time.
8

9 Plaintiff did engage experts that expressed opinions that the repair work was defective.
10 The experts found that it would cost about \$36,739.29 to make roof repair and \$186,817.02 to
11 make foundation repairs. At the time of the offer of judgment, Plaintiff had not yet determined
12 how much of these repair costs were Lands West's responsibility, but Plaintiff's expert opined
13 that the amount of Lands West's liability was certainly greater than \$10,001.00.
14

15 At the time of the offer of judgment, Plaintiff had to consider: (1) the amount potentially
16 owed by Lands West; (2) the attorney's fees and time and effort to recover the amount owed; (3)
17 the risk in seeking to convince the trier of fact of the amount owed; (4) and the risk of some legal
18 impediment to recovery.

19 Plaintiff either knew or should have known of the probability that the Court might
20 interpret the statute of repose issue differently than its understanding of the law, which could
21 result in the elimination of its claims. It seems clear to the Court that Plaintiff had considered, to
22 some extent, the statute of repose issues applicable to this case. Although the Court believes it
23 properly interpreted and applied the law, Plaintiff had a different view.
24

25 In determining whether Plaintiff's rejection of the offer was grossly unreasonable, the
26 proper analysis is not whether Plaintiff got it wrong or whether Plaintiff should have known that
27 it would lose on the issue. The proper analysis is whether any reasonable attorney would have
28

1 continued to pursue the claim after the offer of judgment. Under this standard, the COURT
2 FINDS that, at the time of the offer, Plaintiff had enough information to decide not to continue to
3 pursue its claim against Lands West, and should have accepted the offer. Thus, the *Beattie* third
4 factor weighs slightly in favor of Lands West.

5
6 **D. The reasonableness of the requested fees (Brunzell factors).**

7 As to the fourth *Beattie* factor, the Court has considered the factors set forth in *Brunzell v.*
8 *Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969). Lands West's attorneys were eminently
9 qualified. The attorneys' work was difficult given the issues of apportionment, alter ego,
10 analysis of defects and repairs, and the statute of repose. The work actually performed was
11 commensurate to the needs of the case. The rates charged and time incurred were both
12 reasonable. The result was clearly in favor of Lands West.

13
14 The Court has studied Lands West's attorney invoices reflecting the hours worked and
15 billed on this case. The COURT FINDS that the hours were reasonable and necessary, and are
16 supported by the documents, except as follows: (a) the Court finds that Lands West billed
17 approximately ten (10) hours for excessive document review and/or excessive analysis; (b) the
18 COURT FINDS that Lands West billed approximately ten (10) hours on matters that have entries
19 that are too vague; (c) the Court finds that Lands West billed about five (5) hours for excessive
20 legal research; and (d) the COURT FINDS that Lands West billed about twenty (20) hours on
21 matters that the Court disallows because the redactions made by Lands West made it too difficult
22 for the Court to determine whether such hours were indeed reasonable and necessary for the
23 case. The total disallowed hours is 45.

24
25 The Court has applied the rough average rate appearing from the billing of \$225/hr.
26 Accordingly, the total disallowed fees is \$10,125.00. The resulting amount of allowable fees is
27 \$94,662.50.
28

1 On balance, considering all of the factors, the Court concludes that Lands West is entitled
2 to an award of attorney's fees under NRCP 68 and NRS 40.652, in the amount of \$94,662.50.

3 **THE COURT THEREFORE ORDERS** that Lands West's Motion for Attorneys' Fees
4 and Costs be GRANTED under NRCP 68 and NRS 40.652. Lands West is entitled to an
5 award of attorney's fees from Plaintiff in the amount of \$94,662.50.
6

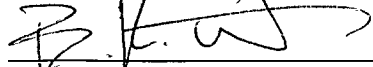
7 Dated this day of March, 2018.

8
9

DISTRICT COURT JUDGE

10
11 *Respectfully submitted by:*

12 **GORDON REES SCULLY**
13 **MANSUKHANI, LLP**

14 

15 ROBERT E. SCHUMACHER
16 Nevada Bar No. 7504
17 BRIAN K. WALTERS
18 Nevada Bar No. 9711
19 300 S. 4th Street, Suite 1550
20 Las Vegas, NV 89101

21 *Attorneys for Defendant Lands*
22 *West Builders, Inc.*

23 *Approved as to form and content:*

24 **SPRINGEL & FINK LLP**

25

WENDY WALKER
26 Nevada Bar No. 10797
27 MICHAEL A. ARATA
28 Nevada Bar No. 11902
10655 Park Run Drive, Suite 275
Las Vegas, NV 89144

Attorneys for Plaintiff

JANETTE BYRNE, as Trustee of the UOFM TRUST

Gordon Rees Scully Mansukhani, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

On balance, considering all of the factors, the Court concludes that Lands West is entitled to an award of attorney's fees under NRCP 68 and NRS 40.652, in the amount of \$94,662.50.

THE COURT THEREFORE ORDERS that Lands West's Motion for Attorneys' Fees and Costs be GRANTED under NRCP 68 and NRS 40.652. Lands West is entitled to an award of attorney's fees from Plaintiff in the amount of \$94,662.50.

Dated this ^{5th} day of February, 2018.
March


DISTRICT COURT JUDGE

017

Respectfully submitted by:

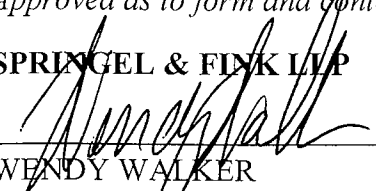
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*Attorneys for Defendant Lands
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Approved as to form and content:

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Attorneys for Plaintiff

JANETTE BYRNE, as Trustee of the UOFM TRUST

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**DISTRICT COURT
CLARK COUNTY, NEVADA****Chapter 40****COURT MINUTES****March 01, 2017**

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

March 01, 2017 9:00 AM Motion

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 12D

COURT CLERK: Lorna Shell

RECORDER:

REPORTER: Peggy Isom

PARTIES

PRESENT: Jones, Prescott T. Attorney
Springel, Adam H. Attorney
Walters, Brian K. Attorney

JOURNAL ENTRIES

- Mr. Springle stated the motion was unopposed. Mr. Jones agreed. Mr. Springle stated this was his house and he wanted to move this case along as there was additional water damage whenever it rained. Mr. Springle requested Floyd Hale be appointed Special Master. There being no opposition, COURT ORDERED, Motion GRANTED; Floyd Hale APPOINTED as Special Master. Mr. Springle made an oral motion to amend the complaint since it had been more than 90 days and only two parties had made an appearance. Mr. Walters and Mr. Jones STIPULATED; COURT SO ORDERED.

**DISTRICT COURT
CLARK COUNTY, NEVADA****Chapter 40****COURT MINUTES****March 15, 2017**

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

**March 15, 2017 9:00 AM Motion for Preferential
Trial Setting**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 12D

COURT CLERK: Lorna Shell

RECORDER:

REPORTER: Peggy Isom

PARTIES

PRESENT: Alessi, Melissa L. Attorney
Walker, Wendy L Attorney
Walters, Brian K. Attorney

JOURNAL ENTRIES

- Ms. Walker stated this was a single family home, there was flooding of the property, and that stones were falling off the wall. Ms. Walker argued this was just one party involved in a Chapter 40 process which had been ongoing for over a year and she would like to request a preferential trial setting. Mr. Walters argued the Pltf. was asking for this in a case that was deemed complex and it was expected there would be up to 30 witnesses. Mr. Walters stated he just wanted the Deft.'s to have the opportunity to adequately defend themselves. Ms. Alessi argued there was no showing that this case needed to be set for a preferential setting and that if granted she requested it be set for 16 -18 months out. Ms. Alessi further argued there were 27 third-parties named in the complaint and there were alter ego issues that were not standard. Court stated concerns regarding the standing water in the home and that it was important for the parties to move toward a trial date AND THEREFORE ORDERED, Motion GRANTED as it relates to NRS 40.689; Trial Dates SET; Motion to Compel DENIED WITHOUT PREJUDICE; Status Check SET at sweeps and if there were any problems from a discovery stand point regarding the third-parties, the court would talk about them at that time.

01/03/18/ 10:30 AM PRETRIAL/CALENDAR CALL

PRINT DATE: 12/13/2018 Page 2 of 58 Minutes Date: March 01, 2017

01/22/17 9:30 AM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

June 28, 2017

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

**June 28, 2017 9:00 AM Motion for Determination
of Good Faith Settlement**

HEARD BY: Williams, Timothy C. **COURTROOM:** RJC Courtroom 12D

COURT CLERK: Marwanda Knight

RECORDER:

REPORTER: Peggy Isom

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Jeremiah Pendleton, Esq., appeared on behalf of Deft, Green Planet Landscaping

COURT noted the absence of the moving party and reviewed the settlement amount. There being no opposition, COURT ORDERED, motion GRANTED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

September 11, 2017

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

September 11, 2017 9:00 AM Status Check

HEARD BY: Scotti, Richard F.

COURTROOM: RJC Courtroom 11D

COURT CLERK: Kory Schlitz

RECORDER: Dalyne Easley

REPORTER:

PARTIES

PRESENT:	Cox, Ronald J.	Attorney
	Dalacas, Athanasia E.	Attorney
	Patterson, Jonathan R.	Attorney
	Saab, Jeffrey W.	Attorney
	Sharp, Renee M.	Attorney
	Walker, Wendy L	Attorney
	Walters, Brian K.	Attorney
	Werner, Reed J.	Attorney
	West, Jessica A.	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Ms. Walker indicated parties have a voluntary mediation set for next week and another mediation in October, and noted parties on currently on track for Discovery. Ms. Walker stated the trial date was set on a preferential stack due to ongoing damages, however would understand if the Court needed to move it, however would not be okay with next June. Ms. Walker indicated the trial will take three to four weeks, it depends on how many parties are left. Mr. Walters stated he would suggest four to six weeks for trial. Ms. Dalacas agree with Mr. Walters and stated parties received the firm trial setting when not all of the parties appeared in the case, and now they are, and she would be requesting to move the trial date onto the next stack. Colloquy regarding trial start dates. COURT ORDERED, trial dates VACATED and RESET; status check SET.

10/30/17 9:00 A.M. STATUS CHECK: SETTLEMENT

1/17/18 8:45 A.M. PRE TRIAL CONFERENCE

1/31/18 8:45 A.M. CALENDAR CALL

2/20/18 10:00 A.M. JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

September 25, 2017

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

September 25, 2017 3:00 AM All Pending Motions

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Louisa Garcia

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- DEFENDANT GENERAL ELECTRIC COMPANY'S MOTION FOR GOOD FAITH SETTLEMENT AND ORDER BARRING FURTHER CLAIMS DEFENDANT BSH HOME APPLIANCE CORPORATION'S MOTION FOR DETERMINATION OF GOOD FAITH SETTLEMENT PLAINTIFF JANETTE BYRNE, AS TRUSTEE OF THE UOFM TRUST'S JOINDER TO DEFENDANT BSH HOME APPLIANCE CORPORATION'S MOTION FOR DETERMINATION OF GOOD FAITH SETTLEMENT PLAINTIFF JANETTE BYRNE, AS TRUSTEE OF THE UOFM TRUST S JOINDER TO DEFENDANT GENERAL ELECTRIC COMPANY S MOTION FOR GOOD FAITH SETTLEMENT AND ORDER BARRING FURTHER CLAIMS

Defendant General Electric Company s Motion for Determination of Good Faith Settlement and Order Barring Further Claims came before this Court on its September 25, 2017 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRS 17.245, and for good cause, the Motion is hereby granted.

General Electric Company is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief.

Defendant BSH Home Appliance Corporation's Motion for Determination of Good Faith Settlement came before this Court on its September 25, 2017 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRS 17.245, and for good cause, the Motion is hereby granted.

BSH Home Appliance Corporation is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief.

CLERK'S NOTE: The above minute order has been distributed to: Greg Marsh, Esq., gwm4253@aol.com; Curtis Busby, Esq., Curtis.busby@bawmanandbrooke.com; Timothy S. Mentor, Esq., tmentor@menterwitkinlaw.com. /lg 9-29-17

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40**COURT MINUTES****October 18, 2017**

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

October 18, 2017	3:00 AM	Motion for Determination of Good Faith Settlement	Defendant Trim Time, LLC dba Blitz Construction's Motion for Determination of Good Faith Settlement on an Order Shortening Time
-------------------------	----------------	--	--

HEARD BY: Scotti, Richard F.**COURTROOM:****COURT CLERK:** Kathy Thomas**RECORDER:****REPORTER:**

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Defendant Trim Time, LLC dba Blitz Construction's Motion for Determination of Good Faith Settlement on an Order Shortening Time came before the Court on its October 28, 2017 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRS 17.245 and good cause, the Motion is hereby GRANTED.

Trim Time, LLC dba Blitz Construction is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order set forth a synopsis of the circumstances and authority justifying the requested relief.

CLERK'S NOTE: A copy of this minute order was e-served to all parties. kk/10/23/17

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40**COURT MINUTES****October 18, 2017**

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

**October 18, 2017 9:00 AM All Pending Motions All Pending Motions
(10/18/17)**

HEARD BY: Scotti, Richard F.**COURTROOM:** RJC Courtroom 11D**COURT CLERK:** Kathy Thomas**RECORDER:** Dalyne Easley**REPORTER:****PARTIES**

PRESENT:	Brown, Kevin A.	Attorney
	Buckwalter, Bryce B.	Attorney
	Cox, Ronald J.	Attorney
	Dalacas, Athanasia E.	Attorney
	Dorame, John C.	Attorney
	Larsen, Eric R.	Attorney
	Panford, Araba	Attorney
	Springel, Adam H.	Attorney
	Suter, Sarah, ESQ	Attorney
	Turtzo, Christopher	Attorney
	Walters, Brian K.	Attorney
	Werner, Reed J.	Attorney

JOURNAL ENTRIES

- DEFENDANTS LANDS WEST BUILDERS, INC.'S AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1):

JOINDERS TO WEST BUILDERS JOINT MOTION FOR SUMMARY JUDGMENT:
DEFENDANT/CROSS DEFENDANT RIVERA FRAMING, INC'S JOINDER
DEFENDANT/CROSS-DEFENDANT DMK CONCRETE, INC.'S JOINDER

DEFENDANT/CROSS-DEFENDANT BRYANT MASONRY, LLC'S JOINDER
DEFENDANT/CROSS-DEFENDANT GREEN PLANET LANDSCAPING, LLC'S JOINDER
DEFENDANT TRIM TIME LLC D/B/ A BLITZ CONSTRUCTION'S JOINDER
DEFENDANT/CROSS-DEFENDANT IVIE MECHANICAL INC.'S JOINDER
THIRD-PARTY DEFENDANT WHITE FEATHER PAINT AND DRYWALL'S JOINDER
DEFENDANT/CROSS-DEFENDANT LIFEGUARD POOL MAINTENANCE DBA LIFEGUARD
POOLS & SPA'S JOINDER
DEFENDANT PYRAMID PLUMBING INC'S JOINDER
DEFENDANT PRESTIGE ROOFING INC'S JOINDER

Defense Counsel for the joinder motions agreed to adopt the arguments by Mr. Walter's, Counsel for Lands West Builders Inc.'s Joint Motion for Summary Judgment. Arguments by Mr. Walter, in favor of the Motions and requesting the 6 year statute of limitations under NRS 11.202 be sought. Further arguments regarding the completion date, AB 125 and tolling issues. Mr. Springel argued against the Motion and Joinders and further argued NRS 11.202 being unconstitutional, retro-active argument, Chapter 40 notice and equitable issues. COURT ORDERED, Matters Taken Under Advisement, (Continued to Chambers for decision). Court noted it would include all the Findings of Fact and Conclusions of Law within the decision. Ms. Suter stated they have mediation Friday, However they could push it out for the Court's decision. Counsel concurred. Mr. Springel to inform the mediator.

11/01/17 (CHAMBERS) MOTION FOR SUMMARY JUDGMENT AND JOINDERS

CLERK'S NOTE: Set matter in chambers for decision following Court. /kk .

**DISTRICT COURT
CLARK COUNTY, NEVADA****Chapter 40****COURT MINUTES****October 30, 2017**

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

October 30, 2017 9:00 AM Status Check

HEARD BY: Scotti, Richard F.

COURTROOM: RJC Courtroom 11D

COURT CLERK: Tena Jolley

RECORDER: Dalayne Easley

REPORTER:

PARTIES

PRESENT:	Dalacas, Athanasia E.	Attorney
	Johnson, David R.	Attorney
	Panford, Araba	Attorney
	Pitegoff, Jeffrey I	Attorney
	Walker, Wendy L	Attorney
	Walters, Brian K.	Attorney
	West, Jessica A.	Attorney

JOURNAL ENTRIES

- Ms. Walker advised that mediation that was scheduled for last week was cancelled pending the outcome of the Motion for Summary Judgment and the parties are continuing on with depositions until they receive the Court's Order. Court advised counsel to expect the Order on the Motion for Summary Judgment to be filed by Tuesday, October 31, 2017.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

November 01, 2017

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

November 01, 2017 3:00 AM All Pending Motions

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Haly Pannullo

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- DEFENDANT/CROSS-DEFENDANT BRYANT MASONRY, LLC'S JOINDER IN LAND WEST BUILDERS AND SUNRIDGE BUILDER'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANTS LANDS WEST BUILDERS, INC.'S AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT/CROSS-DEFENDANT LIFEGUARD POOL MAINTENANCE DBA LIFEGUARD POOLS & SPA'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS, INC.'S AND SUNRIDGE BUILDERS, INC.'S MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT PYRAMID PLUMBING INC'S JOINDER TO DEFENDANTS LANDS WEST BUILDER INC'S AND SUNRIDGE BUILDERS INC'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT/CROSS DEFENDANT RIVERA FRAMING, INC.'S JOINDER TO LANDS WEST BUILDERS, INC. AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT/CROSS-DEFENDANT DMK CONCRETE, INC.'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS, INC. AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) WITH SUPPLEMENTAL POINTS AND AUTHORITIES ... DEFENDANT TRIM TIME LLC DBA BLITZ CONSTRUCTION'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS INC AND SUNRIDGE BUILDERS INC'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) ... DEFENDANT/CROSS DEFENDANT

IVIE MECHANICAL INC.'S JOINDER TO DEFENDANT LANDS WEST BUILDERS, INC. AND
SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS
11.202.11(1) ... DEFENDANT/CROSS DEFENDANT GREEN PLANET LANDSCAPING, LLC'S
JOINDER TO JOINT MOTION FOR SUMMARY JUDGMENT ... DEFENDANT PRESTIGE ROOFING
INC'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS INC AND SUNRIDGE BUILDERS
INC'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1) WITH
SUPPLEMENTAL POINTS AND AUTHORITIES ... THIRD-PARTY DEFENDANT WHITE
FEATHER PAINT AND DRYWALL'S JOINDER TO DEFENDANTS LANDS WEST BUILDERS,
INC.'S AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT

Matters resolved by Court Order filed 11/03/2017. Matter is hereby taken off calendar.

CLERK'S NOTE: The above minute order has been distributed to:

aspringel@springelfink.com

Christine.burkhart@wilsonelser.com

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

November 20, 2017

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

**November 20, 2017 3:00 AM Motion for Determination
of Good Faith Settlement**

HEARD BY: Scotti, Richard F. **COURTROOM:**

COURT CLERK: Vanessa Medina

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Third Party Defendant Ivie Mechanical, Inc's Motion for Determination of Good Faith Settlement came before this Court on its November 20, 2017 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRS 17.245, COURT ORDERED, the motion is hereby GRANTED.

COURT FURTHER ORDERED Ivie Mechanical, Inc. is directed to submit a proposed order consistent with the foregoing within TEN (10) DAYS and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief.

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Timothy S. Menter, Esq. (MENTER & WITKIN LLP) and Carrie E. Hurtik (HURTIK LAW & ASSOCIATES)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

December 20, 2017

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

December 20, 2017 9:00 AM Status Check

HEARD BY: Scotti, Richard F. **COURTROOM:** RJC Courtroom 11D

COURT CLERK: April Watkins

RECORDER: Dalayne Easley

REPORTER:

PARTIES

PRESENT:	Dalacas, Athanasia E.	Attorney
	Dorame, John C.	Attorney
	Franco, Jacquelyn M.	Attorney
	Johnson, David R.	Attorney
	Rolle, Jonathan P.	Attorney
	Simmons, Charles W.	Attorney
	Turtzo, Christopher	Attorney
	Walker, Wendy L	Attorney

JOURNAL ENTRIES

- Court inquired if there are any remaining claims, cross-claims or counter-claims left in case. Ms. Dalacas advised client has filed a third-party complaint as well as cross-claims against some of the direct Defts', still active only to the extent post-judgment motions are still alive and decision has not been made as to the subs. Ms. Walker advised there are several defaulted parties that need to be added and included in order. Court inquired as to not obtaining default judgment, stated will decide in chambers, give notice to those parties and they do not have entitlement to a hearing. Ms. Walker stated there are two parties, have carriers who have obtained counsel and are requesting to set aside default. Colloquy. Court noted judgment cannot be entered in their favor since they are defaulted. Mr. Turtzo stated he has asked for stipulation to set aside and will file motion. Further, counsel advised he was just retained on case, will not litigate case, ruling will apply and will follow up with Pltfs' counsel to see if we can get default set aside. Court stated as to the parties not present,

application for default judgment should be done. Ms. Walker further stated as to the order, there were two parties, Trim Time and Ivey Mechanical, Inc., included that settlement was actually reached with. Mr. Turtzo stated if Sunridge is still pursuing, discovery needs to be done and if after 45 day deadline, will need to be adjusted through the Special Master. Further, discovery still open until the end of February. Ms. Dalacas stated if we need to do that, will keep trial date. Further, counsel does not believe another status check is needed at this time as there are pending motions set in January. Colloquy.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40**COURT MINUTES****December 20, 2017**

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

December 20, 2017	10:52 AM	Minute Order	Minute Order Re: Court's Order Nunc Pro Tunc issued December 14, 2017
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HEARD BY: Scotti, Richard F.**COURTROOM:** Chambers**COURT CLERK:** April Watkins**RECORDER:****REPORTER:****PARTIES****PRESENT:**

JOURNAL ENTRIES

- Based off representations of counsel and pursuant to the Stipulation and Order for Dismissal of Defendant Trim Time, LLC
DBA Blitz Construction With Prejudice filed 12/18/2017 and another Stipulation and Order for Dismissal of Defendant Ivie Mechanical, Inc. which is forthcoming the Court Orders that its Nunc Pro Tunc Order issued 12/14/2017 does not apply to these Defendants: Ivie Mechanical and Trim Time. As such, the Nunc Pro Tunc Order in no way alters, amends, or otherwise effects the settlement agreements between Plaintiff Byrne and these Defendants. It is so ORDERED.

CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, April Watkins, to all registered parties for Odyssey File & serve. aw

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

December 27, 2017

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

December 27, 2017 3:00 AM All Pending Motions

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: April Watkins

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- PLAINTIFFS' MOTION TO ALTER OR AMEND JUDGMENT UNDER NRCP 59(e) DEFENDANT SUNRIDGE BUILDERS INC'S JOINDER TO RIVERA FARMING INC DBA RIVERA FARMING'S OPPOSITION TO PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT UNDER NRCP 59(e)

The Court DENIES Plaintiff s Motion to Alter or Amend Judgment under NRCP 59(e). The Court appreciates Plaintiff s re-explanation of its position and has taken another look at the parties' briefs and the relevant law. The Court remains convinced that it properly applied Nevada law to the undisputed facts. The Court GRANTS Plaintiff s Motion to Certify the Judgment as final. There is no just reason for delay, and there are no remaining claims by or against Plaintiff. Defendants Lands West Builders and Sunridge Builders shall prepare the Order.

CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, April Watkins, to all registered parties for Odyssey File & serve. aw

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

January 08, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

January 08, 2018 9:00 AM All Pending Motions

HEARD BY: Scotti, Richard F. **COURTROOM:** RJC Courtroom 11D

COURT CLERK: April Watkins

RECORDER: Dalayne Easley

REPORTER:

PARTIES

PRESENT:	Dalacas, Athanasia E.	Attorney
	Fink, Leonard T.	Attorney
	Panford, Araba	Attorney
	Walters, Brian K.	Attorney

JOURNAL ENTRIES

- DEFT. LANDS WEST BUILDERS INC'S MOTION FOR ATTORNEY'S FEES AND COSTS...DEFT. SUNRIDGE BUILDERS, INC'S MOTION FOR ATTORNEY'S FEES AND COSTS AND INTEREST

Mr. Fink stated in preparing for today, there was one page missing in the opposition as to Lands West and it was only the signature page. Mr. Walters objected and advised he did not receive until this morning. Further, Mr. Fink noted fees are three times more than the other Deft's request. Mr. Walters argued in support of Deft. Lands West Builders, Inc's motion. Ms. Dalacas argued in support of Deft. Sunridge Builders, Inc's motion. Opposition by Mr. Fink. Court stated he is persuaded there was good faith as to Sunridge and Lands West never brought motion stating they had nothing to do with house but did make repairs prior to suit and there are claims Lands West had defects. Colloquy. Argument by Mr. Fink. Court inquired if there is evidence of alter ego. Mr. Fink stated he did not address that specific issue, not aware of any contract and had reason to believe they were the general contractor. Additional argument by Mr. Fink. Colloquy. Court needs to know the extent of Lands West repairs, each side to provide the Court with post briefs as to the information counsel wants the Court to understand which will be kept to two (2) pages and to be provided by the close of business,

Thursday, January 11, 2018. Colloquy. COURT ORDERED, matters UNDER ADVISEMENT.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

January 17, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

January 17, 2018 3:00 AM All Pending Motions

HEARD BY: Scotti, Richard F. **COURTROOM:**

COURT CLERK: Alice Jacobson

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Grant and Associates' Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pools Maintenance dba Lifeguard Pools
Plaintiff's Motion To Retax Defendant Lands West Builders, Inc.'s Verified Memorandum of Costs;
And Declaration of Wendy L. Walker, Esq.

Grant & Associates' Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pools Maintenance dba Lifeguard Pools came before this Court on its January 17, 2018 Chamber Calendar. This Motion is hereby DENIED for failure to comply with EDCR 7.40. The instant Motion does not include an affidavit which includes the client's address. Counsel may file an Amended Motion to Withdraw in compliance with the Rules.

With regard to Plaintiff's Motion to Retax Defendant Lands West Builders, Inc.'s Verified Memorandum of Costs, the Court rules as follows: Lands West Builders filed its Verified Memorandum of Costs on November 9, 2017. Plaintiff Byrne filed its Motion to Retax on December 15, 2017. NRS 18.110(4) requires the party opposing the Memorandum of Costs to file the Motion to Retax within three (3) business days after service--or the Court loses authority to consider the matter. The parties are hereby ordered within three (3) business days to show cause, by supplemental briefing, why or why not the Motion to Retax can be considered by the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

January 22, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

January 22, 2018 3:00 AM All Pending Motions

HEARD BY: Scotti, Richard F. **COURTROOM:**

COURT CLERK: Alice Jacobson

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Plaintiff's Motion to Retax Pyramid Plumbing, Inc.'s Memorandum of Costs; And Supplement to Memorandum of Costs and Disbursements
Plaintiff's Motion To Retax Defendant Sunridge Builders, Inc.'s Verified Memorandum of Costs; And Memorandum of Points And Authorities In Support Thereof
Plaintiff's Motion To Retax Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs And Disbursements; And Memorandum of Points And Authorities In Support Thereof
Plaintiff's Motion to Retax Bryant Masonry LLC's Memorandum of Costs; and Memorandum of Points and Authorities in Support Thereof

With regard to Plaintiff's Motion to Retax Pyramid Plumbing, Inc.'s Memorandum of Costs, the Court rules as follows:

Pyramid Plumbing, Inc.'s filed its Verified Memorandum of Costs on November 9, 2017. Plaintiff Byrne filed its Motion to Retax on December 18, 2017. NRS 18.110(4) requires the party opposing the Memorandum of Costs to file the Motion to Retax within three (3) business days after service--or the Court loses authority to consider the matter. The parties are hereby ordered within three (3) business days to show cause, by supplemental briefing, why or why not the Motion to Retax can be considered

by the Court.

With regard to Plaintiff's Motion to Retax Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs and Disbursements, the Court rules as follows: Rivera Framing, Inc. dba Rivera Framers filed its Verified Memorandum of Costs on November 13, 2017. Plaintiff Byrne filed its Motion to Retax on December 18, 2017. NRS 18.110(4) requires the party opposing the Memorandum of Costs to file the Motion to Retax within three (3) business days after service--or the Court loses authority to consider the matter. The parties are hereby ordered within three (3) business days to show cause, by supplemental briefing, why or why not the Motion to Retax can be considered by the Court.

With regard to Plaintiff's Motion to Retax Bryant Masonry LLC's Memorandum of Costs, the the Court rules as follows:

Bryant Masonry LLC filed its Verified Memorandum of Costs on November 14, 2017. Plaintiff Byrne filed its Motion to Retax on December 18, 2017. NRS 18.110(4) requires the party opposing the Memorandum of Costs to file the Motion to Retax within three (3) business days after service--or the Court loses authority to consider the matter. The parties are hereby ordered within three (3) business days to show cause, by supplemental briefing, why or why not the Motion to Retax can be considered by the Court.

With regard to Plaintiff's Motion to Retax Defendant Sunridge Builder's, Inc.'s Verified Memorandum of Costs, the Court will issue an Order resolving this Motion.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

February 01, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

February 01, 2018 9:45 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Nancy Maldonado

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Court, having received Plaintiff's Supplemental Briefing in Support of its Motions to Retax Pyramid Plumbing, Inc,'s Verified Memorandum of Costs; Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs; and Bryant Masonry, LLC's Verified Memorandum of Costs, filed 1/30/2018, hereby elects to CONSIDER each of these Motions and takes these matters under advisement. The Court will issue Orders resolving these Motions in due course.

CLERK'S NOTE: The above minute order has been distributed to: Adam H. Springel (Springel & Fink, LLP), Christine D. Burkhart (Wilson, Elser, Moskowitz, Edelman & Dicker, LLP), William A. Lemkul (Morris, Sullivan, Lemkul & Pitegoff, LLP), John R. Hanson (Worthe, Hanson & Worthe), Kevin A. Brown (Brown, Bonn & Friedman LLP), Bruno Wolfenzon (Wolfenzon Rolle), Carrie E. Hurtik (Hurtik Law & Associates), Robert E. Schumacher (Gordon & Rees LLP), Marsha L. Stephenson (Stephenson & Dickinson, P.C), Bryce B. Buckwalter (Keating Law Group), David R. Johnson (Watt Tieder Hoffar & Fitzgerald), Lena M. Louis (Resnick & Louis, P.C) and Charles W. Simmons (Wilson, Elser, Moskowitz, Edelman & Dicker, LLP).

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

February 02, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

February 02, 2018 9:45 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers
Chambers

COURT CLERK:
Natalie Ortega

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Court, having received Plaintiff s Supplemental Briefing in Support of its Motion to Retax Lands West Builders, Inc. s Verified Memorandum of Costs, filed 1/19/2018, hereby elects to CONSIDER the Motion and takes this matter under advisement. The Court will issue an Order resolving this Motion in due course.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/2/2/18

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

February 02, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

February 02, 2018 9:45 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers
Chambers

COURT CLERK:
Natalie Ortega

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Court hereby DENIES Plaintiff s Motion to Retax Bryant Masonry, LLC s Memorandum of Costs; and Memorandum of Points and Authorities in Support Thereof.

With respect to the expert fees, the Court authorizes the amount sought (\$21,632.05) an amount greater than the statutory \$1,500.00, given the complexity of the case, the risks facing Bryant Masonry, LLC, and the reasons set forth in the Opposition brief at page 4, line 12 to page 5, line 15.

Bryant Masonry, LLC shall prepare the proposed Order.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/2/2/18

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

February 02, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

February 02, 2018 9:45 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers
Chambers

COURT CLERK: Natalie Ortega

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- The Court hereby DENIES Plaintiff s Motion to Retax Pyramid Plumbing, Inc. s Memorandum of Costs; and Supplement to Memorandum of Costs and Disbursements.

With respect to the expert fees, the Court authorizes the amount sought (\$1,825.00), an amount above the statutory \$1,500.00, given the complexity of the case, the risks facing Pyramid Plumbing, Inc., and the reasons set forth in the Opposition at page 5, lines 1-17.

Pyramid Plumbing, Inc. is to prepare the proposed order.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/2/2/18

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

February 02, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

February 02, 2018 9:45 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK:
Natalie Ortega

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Court hereby DENIES Plaintiff's Motion to Retax Rivera Framing, Inc. dba Rivera Framers Memorandum of Costs and Disbursements; and Memorandum of Points and Authorities in Support Thereof. Rivera Framing, Inc. is to prepare the proposed order.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/2/2/18

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

February 12, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

**February 12, 2018 3:00 AM Motion to Withdraw as
Counsel**

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Kory Schlitz

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Suter Law & Advocacy LLC's Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pool Maint. dba Lifeguard Pools came before the Court on its February 12, 2018 Chamber Calendar. There being no opposition, pursuant to EDCR 2.20 and NRPC 1.16, the Motion is hereby GRANTED. Suter Law & Advocacy, LLC is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief.

CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-16-18 ks)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40**COURT MINUTES****February 20, 2018**

A-16-742143-D Janette Byrne, Plaintiff(s)
 vs.
 Sunridge Builders Inc, Defendant(s)

February 20, 2018 12:30 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Kory Schlitz

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Consistent with the position taken by Defendant Lands West in its opposition brief, the Court GRANTS Plaintiff Byrne s Motion to Retax the costs claimed by Defendant Lands West for legal research fees in the amount of \$5,677, as agreed to by Lands West. These amounts are disallowed. Plaintiff Byrne argues that Defendant Lands West cannot recover expert fees above the statutory amount of \$1500 because Lands West s experts did not testify at trial or deposition. The Court rejects this argument. The Court has authority to award expert fees above the statutory limit, pursuant to Public Employees Ret. Sys. of Nev. v. Gitter, 133 Nev. Adv. Op. 18 (2017). If the Court determines that an award of expert fees above the statutory limit of NRS 18.005(5) is warranted, the Court must explain its reasoning.

The Court finds that Lands West is entitled to an award of expert fees in the total amount of \$38,468.00.

The experts hired by Lands West were very qualified. Brian Grill, an AIA, and Thomas Tomeo, a licensed Nevada Contractor, have education, training, and experience in the fields of construction and architecture. The hourly rates they charged, \$225/hour, were reasonable rates, and consistent, if not lower than, the rates generally charged by similar experts in the community. These experts did not inflate their rates for this case, but charged rates consistent with other cases. Lands West acted reasonably in hiring these experts because Plaintiff had asserted an un-apportioned claim of damages against them in the amount of roughly \$1.8 million dollars. Lands West had pled to Byrne to let them

out of the lawsuit, but Byrne refused. Lands West contended that they had nothing to do with the construction. But Byrne disagreed and thereby forced Lands West to incur substantial expert fees. The amount of time expended by Lands West's experts seems reasonable given the complexity of the issues involved, the amount in controversy, Byrne's refusal to let Lands West out of the case, and the duration between the date Byrne served Lands West with the Complaint until the date of Summary Judgment. The experts of Lands West, being specialists in the field of construction, certainly assisted Lands West preparing expert reports relevant to the issues in the case and preparing for trial on the construction issues. Experts Grill and Tomeo did not duplicate the work of any other expert of Lands West. The Lands West experts performed substantial work on the case, including inspecting the construction, reviewing several thousands of construction documents, studying the work product of Plaintiff's seven experts, and preparing expert reports. The Court finds that the total amount of time incurred by these two experts, 172 hours, was reasonably and necessarily incurred. Defendant Lands West has convinced the Court that it is entitled to an award of expert fees above the statutory rate of \$1500 for each expert. The Court finds that Lands West is entitled to recover the total amount of expert fees of \$38,468.00.

Defendant Lands West shall prepare the proposed Order, consistent herewith, adding appropriate context, and correcting for any scrivener errors.

CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-20-18)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40**COURT MINUTES****February 20, 2018**

A-16-742143-D Janette Byrne, Plaintiff(s)
 vs.
 Sunridge Builders Inc, Defendant(s)

February 20, 2018 12:30 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Kory Schlitz

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Defendant Sunridge seeks an award of attorney s fees in the amount of \$37,314.94, from July 2016 to the date of the offer of judgment, and \$26,804.00 from the date of the offer of judgment to November 30, 2017. Sunridge claims an entitlement to an award of attorney s fees under NRCP 68 and NRS 18.010.

A. NRCP 68

The Court DENIES Sunridge s Motion.

The Court applies the Beattie factors to ascertain whether Sunridge is entitled to an award of fees, and if so, how much.

The first factor is whether Plaintiff s claim was brought in good faith. Plaintiff Byrne did not act in bad faith in commencing the action. It is true that Byrne knew or should have known that Sunridge was not involved in the initial construction. But both Plaintiff and Defendant knew that Sunridge had substantial involvement in the repair work and that there were substantial damages caused by the repair work. Byrne had a reasonable and good faith belief that some of the damages were caused by the repair contractors of which Sunridge was one.

The first factor requires the Court to consider the good faith intent of Plaintiff, without considering the subjective unexpressed intent of the Defendant. The intent of Plaintiff was to recover its damages of about \$1.3 million for the allegedly defective work caused, in some manner, by all of the named Defendants, including Sunridge. Sunridge had direct involvement in the construction, some of the

claims of defect involved work performed by Sunridge, and some amount of damages were sought, at least in the mind of Plaintiff, against Sunridge. The first factor weighs in favor of Byrne.

The second factor is whether Sunridge's offer of judgment was reasonable in its timing and amount. Sunridge made its offer of judgment in the amount of \$50,000, on July 7, 2017. Sunridge beat its offer of judgment. But at that time, Plaintiff did not have a clear understanding of the extent of the defective work caused by Sunridge and did not have a belief that the Court would grant summary judgment eliminating Byrne's claims based on the statute of limitations and statute of repose. The Court finds that the offer was premature in time and insufficient in amount. The second factor weighs in favor of Byrne.

The third factor is whether Plaintiff's decision to reject Sunridge's offer was grossly unreasonable or in bad faith. Plaintiff alleged damages in the amount of roughly \$1.8 million. At the time of the offer of judgment, Byrne had to consider: the amount potentially owed by Sunridge; the attorney's fees and time and effort to recover the amount owed; the risk in seeking to convince the trier of fact of the amount owed; and the risk of some legal impediment to recovering. Plaintiff either knew or should have known of the probability that the Court might interpret the Statute of Limitations issue differently than Byrne's understanding of the law, which could result in the elimination of Byrne's claims. It seems clear to the Court that Plaintiff had considered, to some extent, the statute of limitations issues applicable to this case. Although the Court believes it properly interpreted and applied the law, Byrne had a different view. In determining whether Byrne acted in good faith, the proper analysis is NOT whether Byrne got it wrong or whether Byrne should have known that it would lose on the issue. The proper analysis is whether any reasonable attorney would have continued to pursue the claim after the offer of judgment. This Court believes that bad faith could only exist if no reasonable attorney would have rejected the offer of judgment and continued to prosecute the claim. In this case, the Court cannot say with any assurance that no reasonable attorney would have acted any differently than the manner in which Byrne's counsel acted. The Court does not have enough information to determine whether Byrne's rejection of the offer was made in good faith or bad faith or was grossly unreasonable. The third factor is neutral.

The fourth factor is whether the fees sought by Sunridge are reasonable and justified in amount. The Court finds that the amount of fees was reasonable and justified in amount.

On balance, considering all of the factors, the Court elects not to award attorneys fees under NRCP 68.

B. NRS 18.010(2)

The Court DENIES Defendant Sunridge's Motion.

NRS 18.010(2) gives the Court discretion to award attorney's fees to Defendant if the Plaintiff brought or maintained the action without reasonable grounds or to harass the opposing party. For the same reasons expressed above, the Court elects not to award attorneys fees to Defendant Byrne. THE COURT DENIES DEFENDANT SUNRIDGE'S MOTION FOR AN AWARD OF ATTORNEYS FEES under all grounds.

The Court directs Plaintiff Byrne to prepare the proposed order, consistent herewith, adding appropriate context, and correcting for any scrivener errors.

CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-21-18)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40**COURT MINUTES****February 22, 2018**

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

February 22, 2018 9:30 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Kory Schlitz

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Lands West seeks an award of attorneys fees in the total amount of \$145,692.50, or \$104,787.50 from the date of its Offer of Judgment (March 14, 2017). Lands West claimed an entitlement to an award of attorneys fees under NRS 18.010, and NRCP 68, and NRS 40.652(4).

The COURT GRANTS Lands West s Motion.

Lands West appeared in this case on January 6, 2017; served its offer of judgment in the amount of \$10,001.00 on March 14, 2017; and prevailed in the case by summary judgment on November 6, 2017. The Court applies the factors under Beattie v. Thomas, 99 Nev. 579, 588-89 (1983) to determine whether Lands West is entitled to an award of fees under NRCP 68 and NRS 40.652(4) and, if so, how much.

The first factor is whether Plaintiff s claim was brought in good faith. Defendant Lands West contends that Plaintiff Byrne had no good faith reason to drag Lands West into this lawsuit. It is true that Byrne knew or should have known that Lands West was not the general contractor and not involved in the initial construction. Plaintiff contends that it brought Lands West into the lawsuit not because Lands West defectively performed initial work, but that Lands defectively performed repair work. Plaintiff s initial Chapter 40 Notice did not identify any defects in repair work by Lands West, but the existence of later defects possibly caused by Lands West became known later. Further, Plaintiff never identified the extent to which Lands West might be liable for any of the \$1.8 million in damages claimed by Plaintiff, but Plaintiff contends that it expected to obtain this information in

discovery. Plaintiff never distinguished the damages attributable to Defendant Sunridge for its initial construction from the damages allegedly attributable to Lands West for post-construction repairs. But Byrne suggests that Sunridge and Lands West should have been able to determine such allocation. On these facts, the Court finds that the Complaint was not brought in good faith. Thus, the first factor weighs in favor of Lands West.

The second factor is whether Lands West's offer of judgment was reasonable in its timing and amount. Lands West made its offer of judgment in the amount of \$10,001 two (2) months after it entered the lawsuit. At that time, Plaintiff either knew, or should have known, that Lands West was not the general contractor on the job. From the time of the Ch. 40 Notice, until the time of Lands West's offer of judgment, Plaintiff knew that it might have a statute of limitations problem. Plaintiff could have accepted the offer of judgment and recovered an amount to pay for a significant portion of its costs; instead, Plaintiff decided to take the risk that the Court would, in the future, resolve the statute of limitations issue in its favor. Under these circumstances, the Court finds that Lands West's offer of judgment was made in good faith in both timing and amount. Thus, the second factor weighs in favor of Lands West.

The third factor is whether Plaintiff's decision to reject Lands West's offer was grossly unreasonable or in bad faith. Plaintiff alleged damages in the amount of roughly \$1.8 million. It appears from the documents provided by Plaintiff Byrne in its supplemental brief that Plaintiff developed the post-Complaint view that Lands West might be responsible for defective repairs. It is undisputed that Lands West did perform some repairs over a two-year period of time. Plaintiff did engage experts that expressed opinions that the repair work was defective. The experts found that it would cost about \$36,739.29 to make roof repair and \$186,817.02 to make foundation repairs. At the time of the offer of judgment, Plaintiff had not yet determined how much of these repair costs were Lands West's responsibility, but Byrne's expert gave the opinion that the amount of Lands West's liability was certainly greater than \$10,001.00.

At the time of the offer of judgment, Byrne had to consider: the amount potentially owed by Lands West, the attorney's fees and time and effort to recover the amount owed, the risk in seeking to convince the trier of fact of the amount owed, and the risk of some legal impediment to recovering. Plaintiff either knew or should have known of the probability that the Court might interpret the Statute of Limitations issue different than Byrne's understanding of the law, which could result in the elimination of Byrne's claims. It seems clear to the Court that Plaintiff had considered, to some extent, the statute of limitations issues applicable to this case. Although the Court believes it properly interpreted and applied the law, Byrne had a different view.

In determining whether Byrne's rejection of the offer was grossly unreasonable, the proper analysis is not whether Byrne got it wrong or whether Byrne should have known that it would lose on the issue. The proper analysis is whether any reasonable attorney would have continued to pursue the claim after the offer of judgment. Under this standard, the Court finds that, at the time of the offer, Byrne had enough information to decide not to continue to pursue its claim against Lands West, and should have accepted the offer. Thus, the third factor weighs slightly in favor of Defendant Lands West.

As to the fourth factor, the court has considered the factors set forth in *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349 (1969). The Lands West attorneys were eminently qualified to perform the work they did. The attorneys' work was difficult given the issues of apportionment, alter ego,

analysis of defects and repairs, and statute of limitations. The work actually performed was commensurate to the needs of the case. The rates charged and time incurred were both reasonable. The result was clearly in favor of Lands West.

The Court has studied the attorney invoices reflecting the hours worked and billed by Lands West on the case. The Court finds that the hours were reasonably and necessary, and are supported by the documents, except as follows: (a) the Court finds that Lands West billed approximately ten (10) hours for excessive document review and/or excessive analysis; (b) the Court finds that Lands West billed approximately ten (10) hours on matters that have entries that are too vague; (c) the Court finds that Lands West billed about five (5) hours for excessive legal research; and (d) the Court finds that Lands West billed about twenty (20) hours on matters that the Court disallows because the redactions made by Lands West made it too difficult for the court to determine whether such hours were indeed reasonably and necessary for the case. The total disallowed hours is 45. The Court has applied the rough average rate appearing from the billing of \$225/hr. According, the total disallowed fees is \$10,125.00. The resulting amount of allowable fees is \$94,662.50.

On balance, considering all of the factors, the Court concludes that Lands West is entitled to an award of attorneys fees under NRCP 68, and NRS 40.652, in the amount of \$94,662.50.

The Court directs Defendant Lands West to prepare the proposed order, consistent herewith, adding appropriate context, and correcting for any scrivener and math errors.

CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-22-18)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40**COURT MINUTES****February 22, 2018**

A-16-742143-D Janette Byrne, Plaintiff(s)
 vs.
 Sunridge Builders Inc, Defendant(s)

February 22, 2018 9:30 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Kory Schlitz

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- As the prevailing party, pursuant to NRS 18.005, 18.020(3), 18.050, 18.110, Sunridge is entitled to recover its reasonable costs incurred in this matter. Sunridge seeks a total award of costs in the amount of \$110,650.39. Of this amount, Sunridge seeks an award of costs for its expert in the amount of \$52,962.75.

The Court finds that the amount of costs requested by Sunridge is reasonable.

With respect to the expert portion of the costs, Plaintiff Byrne argues that Defendant Sunridge cannot recover expert fees above the statutory amount of \$1500 in this case. The Court rejects this argument. The Court has authority to award expert fees above the statutory limit, pursuant to Public Employees Ret. Sys. of Nev. v. Gitter, 133 Nev. Adv. Op. 18 (2017). If the Court determines that an award of expert fees above the statutory limit of NRS 18.005(5) is warranted, the Court must explain its reasoning.

The experts hired by Sunridge were very qualified: Victor Dominelli, AIA Core Consulting Group; Steve Helfrich, PE of Helfrich-Associates; Harvey Kreitenberg; and David Suggs. The hourly rates they charged were reasonable considering the rates generally charged by similar experts in the community. These experts did not inflate their rates for this case but charged rates consistent with other cases. Sunridge acted reasonably in hiring these experts because Plaintiff had asserted a huge claim of roughly \$1.8 million dollars, covering many different trades and many different issues, plus Plaintiff had retained its own seven (7) experts.

The amount of time expended by Sunridge's experts seems reasonable given the complexity of the issues involved, the amount in controversy, and the duration of the litigation. The experts of Sunridge, being specialists in the field of construction, certainly assisted Sunridge by preparing expert reports relevant to the issues in the case and preparing for trial on the construction issues. It does not appear to the Court, from anything submitted for the Court for consideration, that Sunridge's experts duplicated the work of any other of Sunridge's experts. The records indicate that Sunridge's experts performed substantial work on the case. The Court finds that the total amount of time incurred by these two experts was reasonably and necessarily incurred. Defendant Sunridge has convinced the Court that it is entitled to an award of expert fees above the statutory rate of \$1500 for each expert. The Court finds that Sunridge is entitled to recover the total amount of expert fees of \$52,962.75.

The amount of total costs awarded to Sunridge is \$110,650.39.

Defendant Sunridge shall prepare the proposed Order, consistent herewith, adding appropriate context, and correcting for any scrivener errors.

CLERK'S NOTE: This Minute Order has been electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-22-18)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

February 22, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

February 22, 2018 9:30 AM Minute Order

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Kory Schlitz

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The COURT hereby VACATES and STRIKES the 2/20/2018 Minute Order re: Sunridge s Motion for Attorneys Fees. The document issued was the wrong one and will be corrected in due course.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Kory Schlitz, to all registered parties for Odyssey File & Serve. (2-22-18)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40**COURT MINUTES****February 26, 2018**

A-16-742143-D Janette Byrne, Plaintiff(s)
 vs.
 Sunridge Builders Inc, Defendant(s)

February 26, 2018	9:00 AM	Minute Order	Order Denying Sunridge s Motion For Attorneys Fees
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HEARD BY: Scotti, Richard F.**COURTROOM:** Chambers**COURT CLERK:**

Kory Schlitz

RECORDER:**REPORTER:****PARTIES****PRESENT:**

JOURNAL ENTRIES

- Defendant Sunridge seeks an award of attorneys fees in the amount of \$37,314.94 from July 2016 to the date of the offer of judgment, and \$26,804.00 from the date of the offer of judgment to November 30, 2017. Sunridge claims an entitlement to an award of attorneys fees under NRCP 68 and NRS 18.010.

A. NRCP 68

The Court DENIES Sunridge s Motion.

The Court applies the Beattie factors to ascertain whether Sunridge is entitled to an award of fees, and if so, how much.

The first factor requires the Court to consider whether Plaintiff s claims were brought in good faith. Sunridge was the general contractor on the project. Plaintiff reasonably believed that its damages on the project were about \$1.3 million. The first factor weighs in favor of Byrne.

The second factor is whether Sunridge s offer of judgment was reasonable in its timing and amount. Sunridge made its offer of judgment in the amount of \$50,000, on July 7, 2017. Sunridge beat its offer of judgment. At that time, Sunridge did not have a belief that the Court would grant summary judgment, eliminating Bryne s claims based on the statute of limitations and statute of repose.

Sunridge's offer was admittedly calculated to include partial defense costs with no allocation for actual construction defects. The Court finds that the offer was premature in time and insufficient in amount. The second factor weighs in favor of Byrne.

The third factor is whether Plaintiff's decision to reject Sunridge's offer was grossly unreasonable or in bad faith. Plaintiff alleged damages in the amount of roughly \$1.8 million dollars. At the time of the offer of judgment, Byrne had to consider: the amount potentially owed by Sunridge; the attorney's fees and time and effort to recover the amount owed; the risk in seeking to convince the trier of fact of the amount owed; and the risk of some legal impediment to recovering. Plaintiff either knew or should have known of the probability that the Court might interpret the Statute of Limitations issue differently than Byrne's understanding of the law, which could result in the elimination of Byrne's claims. It seems clear to the Court that Plaintiff had considered, to some extent, the statute of limitations issues applicable to this case. Although the Court believes it properly interpreted and applied the law, Byrne had a different view. In determining whether Byrne acted in good faith, the proper analysis is NOT whether Byrne got it wrong or whether Byrne should have known that it would lose on the issue. The proper analysis is whether any reasonable attorney would have continued in the pursuit of the claim after the offer of judgment. This Court believes that bad faith could only exist if no reasonable attorney would have rejected the offer of judgment and continued to prosecute the claim. In this case, the Court cannot say with any assurance that no reasonable attorney would have acted differently than the manner in which Byrne's counsel acted. The Court does not have enough information to determine whether Byrne's rejection of the offer was made in good faith or bad faith or was grossly unreasonable. The third factor is neutral.

The fourth factor is whether the fees sought by Sunridge are reasonable and justified in amount. The Court finds that the amount of fees were reasonable and justified in amount.

On balance, considering all of the factors, the Court elects not to award attorneys' fees under NRC 68.

B. NRS 18.010(2)

The Court DENIES Defendant Sunridge's Motion.

NRS 18.010(2) gives the Court discretion to award attorneys' fees to Defendant if Plaintiff brought or maintained the action without reasonable grounds or to harass the opposing party. For the same reasons expressed above, the Court elects not to award attorneys' fees to Defendant Byrne.

THE COURT DENIES DEFENDANT SUNRIDGE'S MOTION FOR AN AWARD OF ATTORNEYS' FEES under all grounds.

The Court directs Plaintiff Byrne to prepare the proposed order, consistent herewith, adding appropriate context, and correcting for any scrivener errors.

CLERK'S NOTE: This Minute Order has been electronically served by all registered parties by Courtroom Clerk, Kory Schlitz, for Odyssey File & Serve. (2-26-18)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

March 19, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

**March 19, 2018 3:00 AM Motion to Withdraw as
Counsel**

HEARD BY: Scotti, Richard F. **COURTROOM:** Chambers

COURT CLERK: Natalie Ortega

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Grant & Associates' Amended Motion to Withdraw as Counsel for Defendant/Cross-Defendant Lifeguard Pool Main. dba Lifeguard Pools came before the Court on its March 19, 2018 Chamber Calendar. There being no Opposition, pursuant to EDCR 2.20 and NRPC 1.16, the Motion is hereby granted.

Grant & Associates is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief.

CLERK'S NOTE: This minute order was electronically served by Courtroom Clerk, Natalie Ortega, to all registered parties for Odyssey File & Serve. ndo/3/19/18

April 09, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Green Planet Landscaping, LLC s Motion for Order Allowing Costs and Necessary Disbursements and Pre-Judgment Interest came before the Court on its April 9, 2018 Chamber Calendar. There being no Opposition, pursuant to EDCR 2.20 and NRS 18.020, the Motion is hereby granted.

Green Planet Landscaping, LLC is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Haly Pannullo, to all registered parties for Odyssey File & Serve hvp/04/11/18

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40**COURT MINUTES****April 27, 2018**

A-16-742143-D Janette Byrne, Plaintiff(s)
 vs.
 Sunridge Builders Inc, Defendant(s)

April 27, 2018 9:00 AM Status Check

HEARD BY: Scotti, Richard F. **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Shelly Landwehr

RECORDER: Elsa Amoroso

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Court noted the history of the case. Upon Court's inquiry, Ms. Walker advised they have four more Applications for Default Judgments that should be submitted next week. Mr. Johnson advised there was an Order that was signed that has stayed the indemnity in this case. At request of Mr. Patterson, COURT ORDERED, Notice of Motion Re: Defendant, Ivie Mechanical Inc.'s Motion to Deem Settlement Agreement Executed GRANTED; hearing set in Chambers VACATED. Upon Court's inquiry, Ms. Dalacas stated there are some cross claims still out there and they do not anticipate proceeding with trial; a stipulation to vacate trial was submitted. Ms. Dalacas further requested a status check be set, COURT SO ORDERED. COURT FURTHER ORDERED, any parties that are not pursuing any claims do not need to appear and the next status check.

08/29/18 9:00 AM STATUS CHECK

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

May 14, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

May 14, 2018 3:00 AM All Pending Motions

HEARD BY: Scotti, Richard F. **COURTROOM:**

COURT CLERK: Vanessa Medina

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- DEFENDANT/CROSS-DEFENDANT DMK CONCRETE, INC.'S MOTION FOR ORDER
AWARDING COSTS AND DISBURSEMENTS...DEFENDANT PRESTIGE ROOFING , INC.'S
MOTION FOR ORDER AWARDING COSTS AND DISBURSEMENTS

Defendant/Cross-Defendant DMK Concrete, Inc. s Motion for Order Awarding Costs and Disbursements came before the Court on its May 14, 2018 Chamber Calendar. There being no Opposition, pursuant to EDCR 2.20 and NRS 18.020, the Motion is hereby GRANTED. DMK Concrete, Inc. is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief.

Defendant Prestige Roofing, Inc. s Motion for Order Awarding Costs and Disbursements came before the Court on its May 14, 2018 Chamber Calendar. There being no Opposition, pursuant to EDCR 2.20 and NRS 18.020, the Motion is hereby GRANTED. Prestige Roofing, Inc. is directed to submit a proposed order consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such order should set forth a synopsis of the circumstances and authority justifying the requested relief.

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Adam H. Springel, Esq., (SPRINGEL & FINK), and Kevin A. Brown, Esq., (BROWN, BONN & FRIEDMAN).
05/17/18 vm

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

June 18, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

June 18, 2018 3:00 AM All Pending Motions

HEARD BY: Scotti, Richard F. **COURTROOM:**

COURT CLERK: Alice Jacobson

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

-

Plaintiff's Notice Of Prove Up Hearing [Re: Spray Product Applications, LLC]

Plaintiff's Notice Of Prove Up Hearing [Re: Window Installation Specialists, LLC]

Plaintiff's Notice of Prove Up Hearing [Re: Karl Henry Linsenbardt dba Signature Door & Trim]

Plaintiff's Notice of Prove Up Hearing (re: JCW Concrete Inc)

With regard to Plaintiff s Application for Default Judgment against Karl Henry Linsenbardt dba Signature Door & Trim, this matter is DENIED for failure to include a file-stamped detailed affidavit in support of this default judgment made by someone other than the representing attorney and who has personal knowledge of the amount in default pursuant to EDCR 2.70.

With regard to Plaintiff s Application for Default Judgment against Window Installation Specialists, LLC, JCW Concrete, Inc., and Spray Product Applications, LLC, these matters must be set for Oral Prove-up Hearings because the amount of proposed Judgment is in excess of \$50,000.

As such, all four of these matters are SET for Oral Prove-up Hearing on the July 18, 2018 Oral Calendar, 9:00 a.m.

August 29, 2018

PRINT DATE: 12/13/2018 Page 50 of 58 Minutes Date: March 01, 2017

inquiry, Ms. Walker estimated the Prove-Up will last about an hour and a half. Colloquy regarding the affidavit. Court advised the status check portion has been addressed and the trial will be set at sweeps. Court directed Ms. Walker to speak with her witnesses regarding rescheduling the Prove-Up. MATTER TRAILED.

MATTER RECALLED. Ms. Walker present. Colloquy regarding a new date for the Prove-Up Hearing. COURT ORDERED, Prove-Up Hearing CONTINUED.

9/12/18 9:00 AM PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING [RE: SPRAY PRODUCT APPLICATIONS, LLC; WINDOW INSTALLATION SPECIALISTS, LLC; KARL HENRY LINSNBARDT DBA SIGNATURE DOOR & TRIM; AND JCW CONCRETE, INC.]

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

September 12, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

September 12, 2018 9:00 AM Motion for Prove Up

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Madalyn Kearney

RECORDER: Sandra Harrell

REPORTER:

PARTIES

PRESENT: Rolle, Jonathan P. Attorney
Walker, Wendy L Attorney

JOURNAL ENTRIES

- Testimony and exhibits presented (see worksheets). MATTER TRAILED.

MATTER RECALLED. Testimony and exhibits resume (see worksheets). Closing arguments by Ms. Walker. COURT ORDERED, the following judgments GRANTED:

\$26,146.23 Karl Henry Linsenbardt dba Signature Door & Trim

\$58,342.98 Window Installation Specialists, LLC.

\$132,391.41 JCW Concrete, Inc.

\$411,281.37 Spray Product Applications, LLC

Court directed Ms. Walker to provide supplemental briefing in regards to costs, expert fees, expenses and attorney's fees by September 25th. COURT FURTHER ORDERED, matter SET for Status Check in Chambers. Court advised it needs 4 separate orders from Ms. Walker.

9/28/18 3:00 AM (CHAMBERS) STATUS CHECK: SUPPLEMENTAL BRIEFING

**DISTRICT COURT
CLARK COUNTY, NEVADA****Chapter 40****COURT MINUTES****September 28, 2018**

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

September 28, 2018 3:00 AM Status Check

HEARD BY: Kishner, Joanna S.

COURTROOM: Chambers

COURT CLERK: Tena Jolley

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING RE: WINDOW INSTALLATION SPECIALISTS, LLC

This matter came before the Court on 9/28/18, on Plaintiff's Application for Default Judgment as to Defendant Window Installation Specialists, LLC. The Court granted the Default Judgment with respect to Defendant and for the principal amount sought, but deferred ruling on an award of attorney's fees, costs, and expert fees to allow Plaintiff to supplement the record as requested. Based on all the papers, pleadings, documents on file, and all applicable statutes and case law, the Court finds as follows.

Plaintiff has appropriately supplemented the record to support an award of fees, costs, and expert fees. The Court finds that an award of \$31,843.40 is an appropriate award of attorney's fees pursuant to Brunzell v. Golden Gate National Bank, 85 Nev. 345 (1969), \$1,144.47 in costs have been demonstrated as being reasonable, necessary, and actually incurred, and are therefore awardable pursuant to In Re Dish Network, 133 Nev. Adv. Op. 61, and Cadle Co. v. Woods and Erickson, 131 Nev. Adv. Op. 15, and \$4,199.34 in expert fees have been demonstrated to be awardable as reasonable and necessary pursuant to NRS 18.005(5) and Frazier v. Drake, 131 Nev. Adv. Op. 64 (2015). Accordingly, Plaintiff's request for attorney's fees, costs, and expert fees is appropriately GRANTED.

This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument.

Counsel for Plaintiff is directed to prepare the Order, and submit to Chambers for consideration in accordance with EDCR 7.21, and no later than 10/12/18.

PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING RE: SPRAY PRODUCT APPLICATIONS, LLC

This matter came before the Court on 9/28/18, on Plaintiff's Application for Default Judgment as to Defendant Spray Product Applications, LLC. The Court granted the Default Judgment with respect to Defendant and for the principal amount sought, but deferred ruling on an award of attorney's fees, costs, and expert fees to allow Plaintiff to supplement the record as requested. Based on all the papers, pleadings, documents on file, and all applicable statutes and case law, the Court finds as follows:

Plaintiff has appropriately supplemented the record to support an award of fees, costs, and expert fees. The Court finds that an award of \$223,725.69 is an appropriate award of attorney's fees pursuant to Brunzell v. Golden Gate National Bank, 85 Nev. 345 (1969), \$6,744.65 in costs have been demonstrated as being reasonable, necessary, and actually incurred, and are therefore awardable pursuant to In Re Dish Network, 133 Nev. Adv. Op. 61, and Cadle Co. v. Woods and Erickson, 131 Nev. Adv. Op. 15, and \$29,395.36 in expert fees have been demonstrated to be awardable as reasonable and necessary pursuant to NRS 18.005(5) and Frazier v. Drake, 131 Nev. Adv. Op. 64 (2015). Accordingly, Plaintiff's request for attorney's fees, costs, and expert fees is appropriately GRANTED.

This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument.

Counsel for Plaintiff is directed to prepare the Order, and submit to Chambers for consideration in accordance with EDCR 7.21, and no later than 10/12/18.

PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING RE: KARL HENRY LINSENBARDT DBA SIGNATURE DOOR & TRIM

This matter came before the Court on 9/28/18, on Plaintiff's Application for Default Judgment as to Defendant Karl Henry Linsenbardt dba Signature Door & Trim. The Court granted the Default Judgment with respect to Defendant and for the principal amount sought, but deferred ruling on an

award of attorney's fees, costs, and expert fees to allow Plaintiff to supplement the record as requested. Based on all the papers, pleadings, documents on file, and all applicable statutes and case law, the Court finds as follows:

Plaintiff has appropriately supplemented the record to support an award of fees, costs, and expert fees. The Court finds that an award of \$14,447.18 is an appropriate award of attorney's fees pursuant to *Brunzell v. Golden Gate National Bank*, 85 Nev. 345 (1969), \$648.46 in costs have been demonstrated as being reasonable, necessary, and actually incurred, and are therefore awardable pursuant to *In Re Dish Network*, 133 Nev. Adv. Op. 61, and *Cadle Co. v. Woods and Erickson*, 131 Nev. Adv. Op. 15, and \$2,099.67 in expert fees have been demonstrated to be awardable as reasonable and necessary pursuant to NRS 18.005(5) and *Frazier v. Drake*, 131 Nev. Adv. Op. 64 (2015). Accordingly, Plaintiff's request for attorney's fees, costs, and expert fees is appropriately GRANTED.

This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument.

Counsel for Plaintiff is directed to prepare the Order, and submit to Chambers for consideration in accordance with EDCR 7.21, and no later than 10/12/18.

PLAINTIFFS' AMENDED NOTICE OF PROVE-UP HEARING RE: JCW CONCRETE, INC.

This matter came before the Court on 9/28/18, on Plaintiff's Application for Default Judgment as to Defendant JCW Concrete, Inc. The Court granted the Default Judgment with respect to Defendant and for the principal amount sought, but deferred ruling on an award of fees and costs to allow Plaintiff to supplement the record as requested. Based on all the papers, pleadings, documents on file, and all applicable statutes and case law, the Court finds as follows:

Plaintiff has appropriately supplemented the record to support an award of fees, costs, and expert fees. The Court finds that an award of \$75,680.39 is an appropriate award of attorney's fees pursuant to *Brunzell v. Golden Gate National Bank*, 85 Nev. 345 (1969), \$2,200.69 in costs have been demonstrated as being reasonable, necessary, and actually incurred, and are therefore awardable pursuant to *In Re Dish Network*, 133 Nev. Adv. Op. 61, and *Cadle Co. v. Woods and Erickson*, 131 Nev. Adv. Op. 15, and \$16,768.68 in expert fees have been demonstrated to be awardable as reasonable and necessary pursuant to NRS 18.005(5) and *Frazier v. Drake*, 131 Nev. Adv. Op. 64 (2015). Accordingly, Plaintiff's request for attorney's fees, costs, and expert fees is appropriately GRANTED.

This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order or Judgment. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument.

Counsel for Plaintiff is directed to prepare the Order, and submit to Chambers for consideration in accordance with EDCR 7.21, and no later than 10/12/18.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Tena M. Jolley, to all registered parties for Odyssey File & Serve. (tmj:9/28/18)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Chapter 40

COURT MINUTES

November 13, 2018

A-16-742143-D Janette Byrne, Plaintiff(s)
vs.
Sunridge Builders Inc, Defendant(s)

**November 13, 2018 1:30 PM Motion Plaintiff's Motion for
Certification of Final
Judgment Pursuant to
NRCP 54(b)**

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 15D

COURT CLERK: Tena Jolley

RECORDER:

REPORTER:

PARTIES

PRESENT:	Beckman, Jarad D.	Attorney
	Dalacas, Athanasia E.	Attorney
	Turtzo, Christopher	Attorney
	Walker, Wendy L	Attorney
	Walters, Brian K.	Attorney

JOURNAL ENTRIES

- At the request of all counsel appearing at CD Sweeps, COURT ORDERED Plaintiff's Motion for Certification of Final Judgment Pursuant to NRCP 54(b) ADVANCED and GRANTED. Ms. Walker to prepare the Order. Parties waive review prior to filing.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

ROBERT C. VOHL, ESQ.
301 FLINT ST.
RENO, NV 89509

DATE: December 13, 2018
CASE: A-16-742143-D

RE CASE: JANETTE BYRNE; UOFM TRUST vs. SUNRIDGE BUILDERS, INC.; ET.AL.

NOTICE OF APPEAL FILED: December 11, 2018

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☒ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

PLAINTIFF'S NOTICE OF APPEAL; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; NUNC PRO TUNC ORDER GRANTING LANDS WEST BUILDERS, INC.'S JOINING PARTIES', AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1); NOTICE OF ENTRY OF NUNC PRO TUNC ORDER GRANTING LANDS WEST BUILDERS, INC.'S, JOINING PARTIES', AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1); ORDER GRANTING LANDS WEST BUILDERS, INC.'S AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1); NOTICE OF ENTRY OF ORDER GRANTING LANDS WEST BUILDERS, INC.'S AND SUNRIDGE BUILDERS, INC.'S JOINT MOTION FOR SUMMARY JUDGMENT PURSUANT TO NRS 11.202(1); ORDER GRANTING DEFENDANT LANDS WEST BUILDERS, INC.'S MOTION FOR ATTORNEYS' FEES AND COSTS; NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT LANDS WEST BUILDERS, INC.'S MOTION FOR ATTORNEYS' FEES AND COSTS; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

JANETTE BYRNE; UOFM TRUST,

Plaintiff(s),

vs.

SUNRIDGE BUILDERS, INC. LANDS WEST BUILDERS, INC.; AVANTI PRODUCTS, LLC; BRYANT MASONRY, LLC; BSH HOME APPLIANCES CORPORATION; CIRCLE DEVELOPMENT DBA DECK SYSTEMS NEVADA; DMK CONCRETE, INC.; 4M CORP; GENERAL ELECTRIC COMPANY; GREEN PLANET LANDSCAPING, LLC; IVIE MECHANICAL INC.; J.C.W CONCRETE, INC; KARL HENRY LINSNBARDT DBA SIGNATURE DOOR & TRIM; LIFEGUARD POOL MAINT DBA LIFEGUARD POOLS; MOUNTAIN WEST ELECTRIC; PRESTIGE ROOFING, INC.; PYRAMID PLUMBING; RIVERA FRAMING INC., DBA RIVERA FRAMERS; S&L FOODING, INC.; SPRAY PRODUCT APPLICATIONS, LLC; TRIM TIME LLC DBA BLITZ CONSTRUCTION; WINDOW

Case No: A-16-742143-D

Dept No: XXXI

INSTALLATION SPECIALISTS, LLC,

Defendant(s),

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 13 day of December 2018.

Steven D. Grierson, Clerk of the Court

A handwritten signature in black ink, appearing to read 'Amanda Hampton', is written over a faint, circular court seal. The seal contains the text 'CLERK OF THE EIGHTH JUDICIAL DISTRICT' and 'STATE OF NEVADA'.

Amanda Hampton, Deputy Clerk
A-16-742143-D