

1 SYSTEMS NEVADA, a Nevada Corporation;  
2 DMK CONCRETE, INC., a Nevada Corporation;  
3 4M CORP., a Nevada Corporation; GENERAL  
4 ELECTRIC COMPANY, a Nevada Corporation;  
5 GREEN PLANET LANDSCAPING, LLC, a  
6 Nevada Limited Liability Company; IVIE  
7 MECHANICAL INC., a Nevada Corporation;  
8 J.C.W. CONCRETE, INC., a Nevada Corporation;  
9 KARL HENRY LINSENBARDT dba  
10 SIGNATURE DOOR & TRIM; LIFEGUARD  
11 POOL MAINT. dba LIFEGUARD POOLS, a  
12 Nevada Corporation; MOUNTAIN WEST  
13 ELECTRIC, a Nevada Corporation; PRESTIGE  
14 ROOFING, INC., a Nevada Corporation;  
15 PYRAMID PLUMBING, a Nevada Corporation;  
16 RIVERA FRAMING INC. DBA RIVERA  
17 FRAMERS, a Nevada Corporation; S&L  
18 ROOFING, INC., a Colorado Corporation; SPRAY  
19 PRODUCT APPLICATIONS, LLC, a Nevada  
20 Limited Liability Company; TRIM TIME LLC dba  
21 BLITZ CONSTRUCTION, a Nevada Limited  
22 Liability Company; WINDOW INSTALLATION  
23 SPECIALISTS, LLC, a Nevada Limited Liability  
24 Company; DOES 20 through 100; DESIGN  
25 PROFESSIONAL DOES 101 through 150, and/or  
26 SUPPLIER DOES 2 through 50 inclusive,

27 Defendants.

28  
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.

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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 DEFAULT JUDGMENT  
AGAINST WINDOW INSTALLATION  
SPECIALISTS, LLC

This matter having been heard in Court on September 12, 2018, and upon further review of all  
pleadings and supplemental briefing by this Court on September 28, 2018,

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Order Granting Default Judgment Against Window Installation Specialists, LLC

IT IS HEREBY ORDERED that:

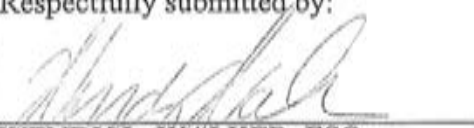
1. Plaintiff JANETTE BYRNE, as Trustee of the UOFM TRUST ("Plaintiff") is hereby awarded Judgment for damages against Window Installation Specialists, LLC ("WIS") in the amount of \$58,342.98;
2. Plaintiff is hereby awarded attorney's fees against WIS in the amount of \$31,843.40;
3. Plaintiff is hereby awarded costs against WIS in the amount of \$1,144.47;
4. Plaintiff is hereby awarded expert fees against WIS in the amount of \$4,199.34;
5. Therefore, Plaintiff is awarded a total Default Judgment against Window Installation Specialists, LLC in the amount of \$95,530.19 in the above-captioned case.

DATED this 15 day of October, 2018

JOANNA S. KISHNER

  
DISTRICT COURT JUDGE

Respectfully submitted by:

  
WENDY L. WALKER, ESQ.

Nevada Bar No. 10791

MICHAEL A. ARATA, ESQ.

Nevada Bar No. 11902

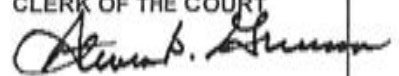
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Co-Counsel for Plaintiff

JANETTE BYRNE, as Trustee of the  
UOFM TRUST and per SCR 42.1



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21 *Co-Counsel for Plaintiff and per SCR 42.1(2)*

22 **DISTRICT COURT**  
23 **CLARK COUNTY, NEVADA**

24 \*\*\*

25 JANETTE BYRNE, as Trustee of the UOFM  
26 TRUST,

27 Plaintiff,

28 vs.

) Case No.: A-16-742143-D

) Dept. No.: XXXI

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NOTICE OF ENTRY OF ORDER GRANTING  
DEFAULT JUDGMENT AGAINST SPRAY  
PRODUCT APPLICATIONS, LLC

29 SUNRIDGE BUILDERS, INC., a Nevada  
30 Corporation; LANDS WEST BUILDERS, INC., a  
31 Nevada Corporation; AVANTI PRODUCTS, LLC,  
32 a Nevada Limited Liability Company; BRYANT  
33 MASONRY, LLC, a Nevada Limited Liability  
34 Company; BSH HOME APPLIANCES  
35 CORPORATION, a Delaware Corporation;  
36 CIRCLE S DEVELOPMENT DBA DECK  
37 SYSTEMS NEVADA, a Nevada Corporation;  
38 DMK CONCRETE, INC., a Nevada Corporation;  
39 4M CORP., a Nevada Corporation; GENERAL  
40 ELECTRIC COMPANY, a Nevada Corporation;



1 GREEN PLANET LANDSCAPING, LLC, a  
2 Nevada Limited Liability Company; IVIE  
3 MECHANICAL INC., a Nevada Corporation;  
4 J.C.W. CONCRETE, INC., a Nevada Corporation;  
5 KARL HENRY LINSENBARDT dba  
6 SIGNATURE DOOR & TRIM; LIFEGUARD  
7 POOL MAINT. dba LIFEGUARD POOLS, a  
8 Nevada Corporation; MOUNTAIN WEST  
9 ELECTRIC, a Nevada Corporation; PRESTIGE  
10 ROOFING, INC., a Nevada Corporation;  
11 PYRAMID PLUMBING, a Nevada Corporation;  
12 RIVERA FRAMING INC. DBA RIVERA  
13 FRAMERS, a Nevada Corporation; S&L  
14 ROOFING, INC., a Colorado Corporation; SPRAY  
15 PRODUCT APPLICATIONS, LLC, a Nevada  
16 Limited Liability Company; TRIM TIME LLC dba  
17 BLITZ CONSTRUCTION, a Nevada Limited  
18 Liability Company; WINDOW INSTALLATION  
19 SPECIALISTS, LLC, a Nevada Limited Liability  
20 Company; DOES 20 through 100; DESIGN  
21 PROFESSIONAL DOES 101 through 150, and/or  
22 SUPPLIER ROES 2 through 50 inclusive,

23 Defendants.

24  
25 

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SUNRIDGE BUILDERS, INC., a Nevada  
26 Corporation,

27 Cross-Claimant,

28 vs.

29 BRYANT MASONRY. LLC, a Nevada Limited  
30 Liability Company; 4M CORP., a Nevada  
31 Corporation; BSH HOME APPLIANCES  
32 CORPORATION, a Delaware Corporation;  
33 CIRCLE S DEVELOPMENT DBA DECK  
34 SYSTEMS OF NEVADA, a Nevada Corporation;  
35 DMK CONCRETE, INC., a Nevada Corporation;  
36 GENERAL ELECTRIC COMPANY, a Foreign  
37 Corporation; GREEN PLANET LANDSCAPING,  
38 LLC, a Nevada Limited Liability Company; IVIE  
39 MECHANICAL, INC., a Nevada Corporation;  
40 J.C.W. CONCRETE, INC., a Nevada corporation;  
41 LIFEGUARD POOL MAINTENANCE dba

NOTICE OF ENTRY OF ORDER GRANTING  
DEFAULT JUDGMENT AGAINST SPRAY  
PRODUCT APPLICATIONS, LLC

1 LIFEGUARD POOLS, a Nevada Corporation;  
2 MOUNTAIN WEST ELECTRIC, a Nevada  
3 Corporation; PYRAMID PLUMBING, INC.,  
4 Nevada Corporation; RIVERA FRAMING INC., a  
5 Nevada Corporation; S&L ROOFING, INC., a  
6 Nevada Corporation; SPRAY PRODUCT  
7 APPLICATIONS, LLC, Nevada Limited Liability  
8 Company; WINDOW INSTALLATION  
9 SPECIALISTS, LLC, a Nevada Limited Liability  
10 Company, and MOES 1 through 100 and ZOE  
11 CORPORATIONS 1 through 100, inclusive,

12 Cross-Defendants.

13  
14 SUNRIDGE BUILDERS, INC., a Nevada  
15 Corporation,

16 Third-Party Plaintiff,

17 vs.

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

Third-Party Defendants.

**NOTICE OF ENTRY OF ORDER GRANTING DEFAULT JUDGMENT AGAINST WINDOW  
INSTALLATION SPECIALISTS, LLC**

PLEASE TAKE NOTICE that on the 19th day of October, 2018, the Court entered the Order  
Granting Default Judgment Against Window Installation Specialists, LLC, in the above-captioned case, a  
copy

///

1  
2 of which is attached hereto.

3 DATED this 25<sup>th</sup> day of October, 2018.

4 **SPRINGEL & FINK LLP**

5 */s/ Wendy L. Walker*

6 By:

7 WENDY L. WALKER, ESQ.

8 Nevada Bar No. 10791

9 MICHAEL A. ARATA, ESQ.

10 Nevada Bar No. 11902

11 10655 Park Run Drive, Suite 275

12 Las Vegas, Nevada 89144

13 *Co--Counsel for Plaintiff*

14 *JANETTE BYRNE, as Trustee of*

15 *the UOFM TRUST*

16 *and per SCR 42.1*

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

STATE OF NEVADA        )  
COUNTY OF CLARK        ) ss.

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 **October 25, 2018**, I served the foregoing document described as ***NOTICE OF ENTRY OF ORDER GRANTING DEFAULT JUDGMENT AGAINST SPRAY PRODUCT APPLICATIONS, LLC***, 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

**E-Service Master List**  
***Byrne v. Sunridge Builders, Inc., et al.***  
**Case No. A-16-742143-D**

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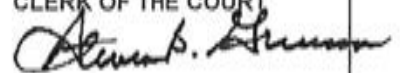
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Steven D. Grierson  
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22 *Co-Counsel for Plaintiff and per SCR 42.1(2)*

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\*\*\*

20 JANETTE BYRNE, as Trustee of the UOFM  
21 TRUST,

22 Plaintiff,  
23 vs.

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

CASE NO.: A-16-742143-D  
Dept. No.: XXXI

ORDER GRANTING DEFAULT JUDGMENT  
AGAINST SPRAY PRODUCT APPLICATIONS,  
LLC

OCT 08 '18 AM 11:56\*

1 SYSTEMS NEVADA, a Nevada Corporation;  
2 DMK CONCRETE, INC., a Nevada Corporation;  
3 4M CORP., a Nevada Corporation; GENERAL  
4 ELECTRIC COMPANY, a Nevada Corporation;  
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6 Nevada Limited Liability Company; IVIE  
7 MECHANICAL INC., a Nevada Corporation;  
8 J.C.W. CONCRETE, INC., a Nevada Corporation;  
9 KARL HENRY LINSENBARDT dba  
10 SIGNATURE DOOR & TRIM; LIFEGUARD  
11 POOL MAINT. dba LIFEGUARD POOLS, a  
12 Nevada Corporation; MOUNTAIN WEST  
13 ELECTRIC, a Nevada Corporation; PRESTIGE  
14 ROOFING, INC., a Nevada Corporation;  
15 PYRAMID PLUMBING, a Nevada Corporation;  
16 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 DOES 2 through 50 inclusive,

17 Defendants.

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

20 Cross-Claimant,

21  
22 vs.

23 BRYANT MASONRY, LLC, a Nevada Limited  
24 Liability Company; 4M CORP., a Nevada  
25 Corporation; BSH HOME APPLIANCES  
26 CORPORATION, a Delaware Corporation;  
27 CIRCLE S DEVELOPMENT DBA DECK  
28 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.

ORDER GRANTING DEFAULT JUDGMENT  
AGAINST SPRAY PRODUCT APPLICATIONS,  
LLC

26 This matter having been heard in Court on September 12, 2018, and upon further review of all  
27 pleadings and supplemental briefing by this Court on September 28, 2018,


28 ///

Byrne vs. Sunridge Builders, et al.  
District Court Case # A-16-742143-D  
Order Granting Default Judgment Against Spray Product Applications, LLC

IT IS HEREBY ORDERED that:

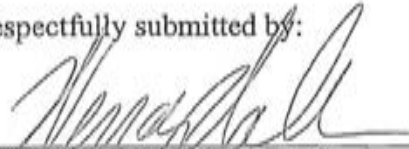
1. Plaintiff JANETTE BYRNE, as Trustee of the UOFM TRUST ("Plaintiff") is hereby awarded Judgment for damages against Spray Product Applications, LLC ("SPA") in the amount of \$411,281.37;
2. Plaintiff is hereby awarded attorney's fees against SPA in the amount of \$223,725.69;
3. Plaintiff is hereby awarded costs against SPA in the amount of \$6,744.65;
4. Plaintiff is hereby awarded expert fees against SPA in the amount of \$29,395.36;
5. Therefore, Plaintiff is awarded a total Default Judgment against Spray Product Applications, LLC in the amount of \$671,147.07 in the above-captioned case.

DATED this 15 day of October, 2018

  
DISTRICT COURT JUDGE

JOANNA S. KISHNER

Respectfully submitted by:

  
WENDY L. WALKER, ESQ.

Nevada Bar No. 10791

MICHAEL A. ARATA, ESQ.

Nevada Bar No. 11902

SPRINGEL & FINK LLP

10655 Park Run Drive, Suite 275

Las Vegas, Nevada 89144

Co-Counsel for Plaintiff

JANETTE BYRNE, as Trustee of the

UOFM TRUST

and per SCR 42.1

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13 *marata@springelfink.com*

14 *Co-Counsel for Plaintiff and per SCR 42.1(2)*

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 )  
Corporation; LANDS WEST BUILDERS, INC., a )  
22 Nevada Corporation; AVANTI PRODUCTS, LLC, )  
a Nevada Limited Liability Company; BRYANT )  
23 MASONRY, LLC, a Nevada Limited Liability )  
Company; BSH HOME APPLIANCES )  
24 CORPORATION, a Delaware Corporation; )  
25 CIRCLE S DEVELOPMENT DBA DECK )  
SYSTEMS NEVADA, a Nevada Corporation; )  
26 DMK CONCRETE, INC., a Nevada Corporation; )  
27 4M CORP., a Nevada Corporation; GENERAL )  
ELECTRIC COMPANY, a Nevada Corporation; )  
28

) Case No.: A-16-742143-D

) Dept. No.: XXXI

) **NOTICE OF ENTRY OF ORDER GRANTING**  
) **DEFAULT JUDGMENT AGAINST KARL**  
) **HENRY LINSENBARDT dba SIGNATURE**  
) **DOOR & TRIM**

1 GREEN PLANET LANDSCAPING, LLC, a  
2 Nevada Limited Liability Company; IVIE  
3 MECHANICAL INC., a Nevada Corporation;  
4 J.C.W. CONCRETE, INC., a Nevada Corporation;  
5 KARL HENRY LINSENBARDT dba  
6 SIGNATURE DOOR & TRIM; LIFEGUARD  
7 POOL MAINT. dba LIFEGUARD POOLS, a  
8 Nevada Corporation; MOUNTAIN WEST  
9 ELECTRIC, a Nevada Corporation; PRESTIGE  
10 ROOFING, INC., a Nevada Corporation;  
11 PYRAMID PLUMBING, a Nevada Corporation;  
12 RIVERA FRAMING INC. DBA RIVERA  
13 FRAMERS, a Nevada Corporation; S&L  
14 ROOFING, INC., a Colorado Corporation; SPRAY  
15 PRODUCT APPLICATIONS, LLC, a Nevada  
16 Limited Liability Company; TRIM TIME LLC dba  
17 BLITZ CONSTRUCTION, a Nevada Limited  
18 Liability Company; WINDOW INSTALLATION  
19 SPECIALISTS, LLC, a Nevada Limited Liability  
20 Company; DOES 20 through 100; DESIGN  
21 PROFESSIONAL DOES 101 through 150, and/or  
22 SUPPLIER ROES 2 through 50 inclusive,

23 Defendants.

24  
25 

---

SUNRIDGE BUILDERS, INC., a Nevada  
26 Corporation,

27 Cross-Claimant,

28 vs.

29 BRYANT MASONRY. LLC, a Nevada Limited  
30 Liability Company; 4M CORP., a Nevada  
31 Corporation; BSH HOME APPLIANCES  
32 CORPORATION, a Delaware Corporation;  
33 CIRCLE S DEVELOPMENT DBA DECK  
34 SYSTEMS OF NEVADA, a Nevada Corporation;  
35 DMK CONCRETE, INC., a Nevada Corporation;  
36 GENERAL ELECTRIC COMPANY, a Foreign  
37 Corporation; GREEN PLANET LANDSCAPING,  
38 LLC, a Nevada Limited Liability Company; IVIE  
39 MECHANICAL, INC., a Nevada Corporation;  
40 J.C.W. CONCRETE, INC., a Nevada corporation;  
41 LIFEGUARD POOL MAINTENANCE dba

NOTICE OF ENTRY OF ORDER GRANTING  
DEFAULT JUDGMENT AGAINST KARL  
HENRY LINSENBARDT dba SIGNATURE  
DOOR & TRIM



1 LIFEGUARD POOLS, a Nevada Corporation; )  
2 MOUNTAIN WEST ELECTRIC, a Nevada )  
3 Corporation; PYRAMID PLUMBING, INC., )  
4 Nevada Corporation; RIVERA FRAMING INC., a )  
5 Nevada Corporation; S&L ROOFING, INC., a )  
6 Nevada Corporation; SPRAY PRODUCT )  
7 APPLICATIONS, LLC, Nevada Limited Liability )  
8 Company; WINDOW INSTALLATION )  
9 SPECIALISTS, LLC. a Nevada Limited Liability )  
10 Company, and MOES 1 through 100 and ZOE )  
11 CORPORATIONS 1 through 100, inclusive, )

12 Cross-Defendants. )

13 )  
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28 )

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 DEFAULT JUDGMENT AGAINST KARL HENRY  
LINSENBARDT dba SIGNATURE DOOR & TRIM**

PLEASE TAKE NOTICE that on the 19<sup>th</sup> day of October, 2018, the Court entered the Order Granting Default Judgment Against Karl Henry Linsenbardt dba Signature Door & Trim, in the above-captioned case, a copy

///

1 of which is attached hereto.

2 DATED this 25<sup>th</sup> day of October, 2018.

3 **SPRINGEL & FINK LLP**

4 */s/ Wendy L. Walker*

5 By:

6 WENDY L. WALKER, ESQ.

7 Nevada Bar No. 10791

8 MICHAEL A. ARATA, ESQ.

9 Nevada Bar No. 11902

10 10655 Park Run Drive, Suite 275

11 Las Vegas, Nevada 89144

12 *Co--Counsel for Plaintiff*

13 *JANETTE BYRNE, as Trustee of*

14 *the UOFM TRUST*

15 *and per SCR 42.1*

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

STATE OF NEVADA            }  
COUNTY OF CLARK        } ss.

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 November 5, 2018, I served the foregoing document described as ***NOTICE OF ENTRY OF ORDER GRANTING DEFAULT JUDGMENT AGAINST KARL HENRY LINSENBARDT dba SIGNATURE DOOR & TRIM***, 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

**E-Service Master List**  
***Byrne v. Sunridge Builders, Inc., et al.***  
**Case No. A-16-742143-D**

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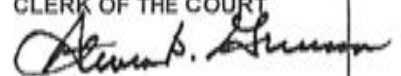
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11 Attorneys for Defendant  
12 PRESTIGE ROOFING, INC.

13  
14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

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

18 Plaintiffs,

19 v.

20 SUNRIDGE BUILDERS, INC., a Nevada  
21 Corporation; LANDS WEST BUILDERS, INC.,  
22 a Nevada Corporation; AVANTI PRODUCTS,  
23 LLC, a Nevada Limited Liability Company;  
24 BRYANT MASONRY, LLC, a Nevada Limited  
25 Liability Company; BSH HOME APPLIANCES  
26 CORPORATION, a Delaware Corporation;  
27 CIRCLE S DEVELOPMENT DBA DECK  
28 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

CASE NO.: A-16-742143-D

DEPARTMENT 2

(ELECTRONIC FILING CASE)

**NOTICE OF ENTRY OF STIPULATION  
AND ORDER TO SET ASIDE DEFAULT  
AGAINST DEFENDANT PRESTIGE  
ROOFING, INC.**

1 Corporation; PRESTIGE ROOFING, INC., a  
2 Nevada Corporation; PYRAMID PLUMBING, a  
3 Nevada Corporation; RIVERA FRAMING, INC.  
4 DBA RIVERA FRAMERS, a Nevada  
5 Corporation; S&L ROOFING, INC., a Colorado  
6 Corporation; SPRAY PRODUCT  
7 APPLICATIONS, LLC, a Nevada Limited  
8 Liability Company; TRIM TIME LLC DBA  
9 BLITZ CONSTRUCTION, a Nevada Limited  
10 Liability Company; WINDOW  
11 INSTALLATION SPECIALISTS, LLC, a  
12 Nevada Limited Liability Company; DOES 20  
13 through 100; DESIGN PROFESSIONAL DOES  
14 101 through 150, and/or SUPPLIER ROES 2  
15 through 50 inclusive,

16 Defendants.

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

19 Third-Party Plaintiffs,

20 v.

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

SUNRIDGE BUILDERS, INC., a Nevada  
Corporation,

Cross-Claimants,

v.

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

28 Cross-Defendants.

**NOTICE OF ENTRY OF STIPULATION AND ORDER TO SET ASIDE DEFAULT  
AGAINST DEFENDANT PRESTIGE ROOFING, INC.**

PLEASE TAKE NOTICE that a Stipulation and Order to Set Aside Default of  
PRESTIGE ROOFING, INC. was entered on 9th day of October, 2017. A copy of the order is  
attached hereto.

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1           The undersigned does hereby affirm that the preceding document does not contain  
2 the social security number of any person pursuant to NRS 239B.30.

3 DATED: October 9, 2017

BROWN, BONN & FRIEDMAN, LLP

5 By: /s/ Aaron M. Young

6 Kevin A. Brown, Esq. (Bar #7621)

Aaron M. Young, Esq. (Bar #8317)

7 BROWN, BONN & FRIEDMAN, LLP

5528 South Fort Apache Road

8 Las Vegas, NV 89148

9 Attorneys for Defendant

PRESTIGE ROOFING, INC.

*Steven D. Grierson*

1 [SAO]

2 Kevin A. Brown, Esq. (Bar #7621)

3 Aaron M. Young, Esq. (Bar #8317)

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[ayoung@brownbonn.com](mailto:ayoung@brownbonn.com)

7 Attorneys for Defendant

8 PRESTIGE ROOFING, INC.

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 JANETTE BYRNE, as Trustee of the UOFM  
12 TRUST,

13 Plaintiff,

14 v.

15 SUNRIDGE BUILDERS, INC., a Nevada  
16 Corporation; LANDS WEST BUILDERS, INC.,  
17 a Nevada Corporation; AVANTI PRODUCTS,  
18 LLC, a Nevada Limited Liability Company;  
19 BRYANT MASONRY, LLC, a Nevada Limited  
20 Liability Company; BSH HOME APPLIANCES  
21 CORPORATION, a Delaware Corporation;  
22 CIRCLE S DEVELOPMENT DBA DECK  
23 SYSTEMS NEVADA, a Nevada Corporation;  
24 DMK CONCRETE, INC., a Nevada Corporation;  
25 4M CORP., a Nevada Corporation; GENERAL  
26 ELECTRIC COMPANY, a Nevada Corporation;  
27 GREEN PLANET LANDSCAPING, LLC, a  
28 Nevada Limited Liability Company; IVIE  
MECHANICAL, INC., a Nevada Corporation;  
J.C.W. CONCRETE, INC., a Nevada  
Corporation; KARL HENRY LINSNBARDT  
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.

CASE NO.: A-16-742143-D

DEPARTMENT 162

(ELECTRONIC FILING CASE)

STIPULATION AND ORDER TO SET  
ASIDE DEFAULT AGAINST DEFENDANT  
PRESTIGE ROOFING, INC.

PLEASE NOTE  
DEPARTMENT CHANGE

OCT 04 2017

1 DBA RIVERA FRAMERS, a Nevada  
2 Corporation; S&L ROOFING, INC., a Colorado  
3 Corporation; SPRAY PRODUCT  
4 APPLICATIONS, LLC, a Nevada Limited  
5 Liability Company; TRIM TIME LLC DBA  
6 BLITZ CONSTRUCTION, a Nevada Limited  
7 Liability Company; WINDOW  
8 INSTALLATION SPECIALISTS, LLC, a  
9 Nevada Limited Liability Company; DOES 20  
10 through 100; DESIGN PROFESSIONAL DOES  
11 101 through 150, and/or SUPPLIER ROES 2  
12 through 50 inclusive,

13 Defendants.

14 **STIPULATION AND ORDER TO SET ASIDE DEFAULT AGAINST DEFENDANT**  
15 **PRESTIGE ROOFING, INC.**

16 IT IS HEREBY STIPULATED, by and between the parties hereto, through their  
17 respective counsel, that the default entered against the Defendant, PRESTIGE ROOFING, INC.,  
18 on June 12, 2017 be set aside.

19 DATED: September 28, 2017

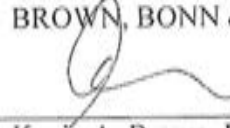
20 SPRINGEL & FINK, LLP

21   
22 Wendy L. Walker, Esq. (Bar #10791)  
23 SPRINGEL & FINK, LLP  
24 10655 Park Run Drive, Suite 275  
25 Las Vegas, NV 89144  
26 (702) 804-0706  
27 (702) 804-0798 Fax

28 Attorneys for Plaintiff  
JANETTE BYRNE, as Trustee of the  
UOFM TRUST

19 DATED: September 28, 2017

20 BROWN, BONN & FRIEDMAN, LLP

21   
22 Kevin A. Brown, Esq. (Bar #7621)  
23 Aaron M. Young, Esq. (Bar #8317)  
24 BROWN, BONN & FRIEDMAN, LLP  
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27 (702) 942-3900  
28 (702) 942-3901 FAX

Attorneys for Defendant  
PRESTIGE ROOFING, INC.

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ORDER

Pursuant to the foregoing Stipulation, IT IS HEREBY ORDERED that the default entered against Defendant, PRESTIGE ROOFING, INC. be, and hereby is, set aside.

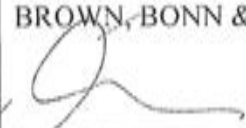
DATED: October 6, 2017.

  
DISTRICT COURT JUDGE

Submitted by:

*BS*

BROWN, BONN & FRIEDMAN, LLP

  
\_\_\_\_\_  
Kevin A. Brown, Esq. (Bar #7621)  
Aaron M. Young, Esq. (Bar #8317)  
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Attorneys for DEFENDANT  
PRESTIGE ROOFING, INC.



*Steven D. Grierson*

1 NEO  
Jarad D. Beckman, Esq.  
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5 [jdbeckman@wolfewyman.com](mailto:jdbeckman@wolfewyman.com)

6 Attorneys for Defendant/Cross Defendant  
CIRCLE S DEVELOPMENT DBA  
7 DECK SYSTEMS

8 DISTRICT COURT

9 COUNTY COUNTY, NEVADA

10 JANETTE BYRNE, as Trustee of the UOFM  
TRUST,

CASE NO. A-16-742143-D  
Dept. II

11 Plaintiff,

12 v.

13 NOTICE OF ENTRY OF STIPULATION  
AND ORDER TO SET ASIDE DEFAULT  
14 OF DEFENDANT CIRCLE S  
DEVELOPMENT DBA DECK SYSTEMS  
15 NEVADA AND GRANT SUMMARY  
JUDGMENT

16 SUNRIDGE BUILDERS, INC., a Nevada  
Corporation; LANDS WEST BUILDERS, INC., a  
17 Nevada Corporation; AVANTI PRODUCTS, LLC  
a Nevada Limited Liability Company; BRYANT  
18 MASONRY, LLC, a Nevada Limited Liability  
Company; BSH HOME APPLIANCES  
19 CORPORATION, a Delaware Corporation;  
CIRCLE S DEVELOPMENT DBA DECK  
20 SYSTEMS NEVADA, a Nevada Corporation;  
DMK CONCRETE, INC., a Nevada Corporation;  
21 4M CORP., a Nevada Corporation; GENERAL  
ELECTRIC COMPANY, a Nevada Corporation;  
22 GREEN PLANET LANDSCAPING, LLC, a  
Nevada Limited Liability Company; IVIE  
23 MECHANICAL, INC., a Nevada Corporation;  
J.C.W. CONCRETE, INC., a Nevada Corporation;  
24 KARL HENRY LISENBARDT DBA  
SIGNATURE DOOR & TRIM; LIFEGUARD  
25 POOL MAINT. DBA LIFEGUARD POOLS, a  
Nevada Corporation; MOUNTAIN WEST  
26 ELECTRIC, a Nevada Corporation; PRESTIGE  
ROOFING, INC., a Nevada Corporation;  
27 PYRAMID PLUMBING, a Nevada Corporation;  
RIVERA FRAMING, INC. DBA RIVERA  
28 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-Claimaint,

v.

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., a Nevada corporation; RIVERA FRAMING, INC., a Nevada corporation; S&L ROOFING, INC., a Nevada corporation; SPRAY PRODUCT APPLICATIONS, LLC, a Nevada Limited Liability Company; WINDOW INSTALLATIONS SPECIALISTS, LLC a Nevada Limited Liability Company and MOES 1 through 110 and OE CORPORATIONS 1 through 100, inclusive;

Cross-Defendants.

SUNRIDGE BUILDERS, INC., a Nevada Corporation,

Third-Party Plaintiff,

v.

BRANDON IRON, INC., a Nevada corporation; EARTHCORE INDUSTRIES, LLC, a Nevada

Limited 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 STIPULATION AND ORDER  
TO SET ASIDE DEFAULT OF CIRCLE S DEVELOPMENT  
DBA DECK SYSTEMS NEVADA AND GRANT SUMMARY JUDGMENT**

PLEASE TAKE NOTICE that a Stipulation and Order to Set Aside Default of Circle S  
Development dba Deck Systems Nevada and Grant Summary Judgment was entered on February 28,  
2018 and the same was filed on March 5, 2018. A copy of said Stipulation and Order are attached  
hereto as Exhibit A.

DATED: March 6, 2018

WOLFE & WYMAN LLP

By: /s/ Jarad D. Beckman

Jarad D. Beckman  
Nevada Bar No. 12328  
6757 Spencer St.  
Las Vegas NV 89119  
Attorneys for Defendant/Cross Defendant  
**CIRCLE S DEVELOPMENT  
DBA DECK SYSTEMS**

**WOLFE & WYMAN LLP**  
ATTORNEYS & COUNSELORS AT LAW

(All Parties on the E-Service List)

An employee of WOLFE & WYMAN LLP

**EXHIBIT “A”**

**EXHIBIT “A”**

*Steven D. Grierson*

1 SAO  
2 Jarad D. Beckman, Esq.  
3 Nevada State Bar # 12328  
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9 jdbeckman@wolfewyman.com

6 Attorneys for Defendant/Cross-Defendant  
7 CIRCLE S DEVELOPMENT DBA  
8 DECK SYSTEMS NEVADA

8 EIGHTH JUDICIAL DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 JANETTE BYRNE, as Trustee of the UOFM  
11 TRUST,

12 Plaintiff,

13 v.

14 SUNRIDGE BUILDERS, INC., a Nevada  
15 Corporation; LANDS WEST BUILDERS, INC., a  
16 Nevada Corporation; AVANTI PRODUCTS, LLC  
17 a Nevada Limited Liability Company; BRYANT  
18 MASONRY, LLC, a Nevada Limited Liability  
19 Company; BSH HOME APPLIANCES  
20 CORPORATION, a Delaware Corporation;  
21 CIRCLE S DEVELOPMENT DBA DECK  
22 SYSTEMS NEVADA, a Nevada Corporation;  
23 DMK CONCRETE, INC., a Nevada Corporation;  
24 4M CORP., a Nevada Corporation; GENERAL  
25 ELECTRIC COMPANY, a Nevada Corporation;  
26 GREEN PLANET LANDSCAPING, LLC, a  
27 Nevada Limited Liability Company; IVIE  
28 MECHANICAL, INC., a Nevada Corporation;  
J.C.W. CONCRETE, INC., a Nevada Corporation;  
KARL HENRY LISENBARDT 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

CASE NO. A-16-742143-D  
~~Dept. XVI~~ Dept II

STIPULATION AND ORDER TO SET  
ASIDE DEFAULT OF DEFENDANT  
CIRCLE S DEVELOPMENT DBA DECK  
SYSTEMS NEVADA AND GRANT  
SUMMARY JUDGMENT

WOLFE & WYMAN LLP  
ATTORNEYS & COUNSELORS AT LAW





1 PRODUCT APPLICATIONS, LLC, a Nevada  
2 Limited Liability Company; TRIM TIME LLC  
3 DBA BLITZ CONSTRUCTION, a Nevada Limited  
4 Liability Company; WINDOW INSTALLATION  
5 SPECIALISTS, LLC, a Nevada Limited Liability  
6 Company; DOES 20 through 100, DESIGN  
7 PROFESSIONAL; DOES 101 through 150 and/or  
8 SUPPLIER ROES 2 through 50, inclusive,

9 Defendants.

10  
11 SUNRIDGE BUILDERS, INC., a Nevada  
12 Corporation,

13 Cross-Claimaint,

14 v.

15 BRYANT MASONRY, LLC, a Nevada Limited  
16 Liability Company; 4M CORP., a Nevada  
17 Corporation; BSH HOME APPLIANCES  
18 CORPORATION, a Delaware Corporation;  
19 CIRCLE S DEVELOPMENT DBA DECK  
20 SYSTEMS OF NEVADA, a Nevada corporation;  
21 DMK CONCRETE, INC., a Nevada corporation;  
22 GENERAL ELECTRIC COMPANY, a Foreign  
23 corporation; GREEN PLANET LANDSCAPING,  
24 LLC, a Nevada Limited Liability Company; IVIE  
25 MECHANICAL, INC., a Nevada corporation;  
26 J.C.W. CONCRETE, INC., a Nevada Corporation;  
27 LIFEGUARD POOL MAINTENANCE DBA  
28 LIFEGUARD POOLS, a Nevada corporation;  
MOUNTAIN WEST ELECTRIC, a Nevada  
corporation; PYRAMID PLUMBING, INC., a  
Nevada corporation; RIVERA FRAMING, INC., a  
Nevada corporation; S&L ROOFING, INC., a  
Nevada corporation; SPRAY PRODUCT  
APPLICATIONS, LLC, a Nevada Limited Liability  
Company; WINDOW INSTALLTIONS  
SPECIALISTS, LLC a Nevada Limited Liability  
Company and MOES 1 through 110 and OE  
CORPORATIONS 1 through 100, inclusive;

Cross-Defendants.

SUNRIDGE BUILDERS, INC., a Nevada  
Corporation,

Third-Party Plaintiff,

v.

BRANDON IRON, INC., a Nevada corporation;  
EARTHCORE INDUSTRIES, LLC, a Nevada

1 Limited Company; HARDY CABINETS, INC. dba  
2 ARTESIA CABINETS, a Nevada corporation;  
3 J.C.W. CONCRETE, INC., a Nevada corporation;  
4 JD STAIRS, INC. a Nevada corporation; PIECE  
5 OF THE ROCK, a Nevada corporation; WHITE  
6 FEATHER DRYWALL & PAINT, an Unknown  
7 Business Entity; and MOES 101 through 150; and  
8 ZOE CORPORATIONS 101 through 150,  
9 inclusive,

10 Third-Party Defendants,

11 STIPULATION AND ORDER  
12 TO SET ASIDE ENTRY OF DEFAULT OF DEFENDANT CIRCLE S DEVELOPMENT  
13 DBA DECK SYSTEMS NEVADA AND GRANT SUMMARY JUDGMENT

14 IT IS HEREBY STIPULATED AND AGREED, by and between Defendant/Cross-  
15 Defendant CIRCLE S DEVELOPMENT dba DECK SYSTEMS NEVADA. ("DECK SYSTEMS"),  
16 and Plaintiff, JANETTE BYRNE, as Trustee of UOFM TRUST ("UOFM Trust"), by and through  
17 their respective counsel, (hereinafter "Parties"), as follows:

18 UOFM Trust filed its Second Amended complaint on March 31, 2017 naming DECK  
19 SYSTEMS as a Defendant. On March 31, 2017, Summons and Second-Amended Complaint was  
20 duly served upon DECK SYSTEMS through its Registered Agent's address. On June 12, 2017,  
21 UOFM Trust filed a Default against DECK SYSTEMS.

22 Thereafter, on or about September 11, 2017, Defendant Sunridge Builders, Inc. and Lands  
23 West Builders, Inc. filed a Joint Motion for Summary Judgment against UOFM Trust, arguing that  
24 its claims were time barred pursuant to NRS 11.202 (2015). On November 3, 2017, the Court  
25 granted the Joint Motion for Summary Judgment. On or about December 14, 2017 the Court issued  
26 a Nunc Pro Tunc Order, which granted summary judgment to include all joining parties.

27 Based upon, and in light of the foregoing, the Parties hereto now STIPULATE as follows:

28 - UOFM Trust STIPULATES to set aside the previously entered default of Deck Systems.

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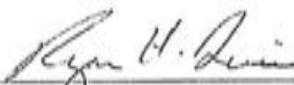
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- UOFM Trust further STIPULATES that the December 14, 2017 Order granting Summary Judgment, including all Joinders thereto, shall be held applicable to DECK SYSTEMS as if it had timely joined Sunridge and Lands West's Joint Motion.
- In exchange for the above stipulations by Plaintiff, DECK SYSTEMS stipulates that it will not seek recovery from PLAINTIFF of any of its costs in relation to the December 14, 2017 Summary Judgment Order.

IT IS SO STIPULATED.


DATED: 26<sup>th</sup> of February, 2018.

WOLFE & WYMAN LLP

By:  <sup>12153, Rr:</sup>  
Jarad D. Beckman, Esq.  
Nevada Bar No. 12328  
6757 Spencer St.  
Las Vegas NV 89119  
Attorneys for Defendant/Cross Defendant,  
**CIRCLE S DEVELOPMENT**  
**DBA DECK SYSTEMS NEVADA**

DATED: 21 of February, 2018.

SPRINGEL & FINK LLP

By:   
Wendy L. Walker, Esq.  
Nevada Bar No. 10791  
Michael A. Arata, Esq.  
Nevada Bar No. 11902  
10655 Park Run Dr., Suite 275  
Las Vegas, NV 89144  
Attorneys for Plaintiff,  
**JANETTE BYRNE, as Trustee of UOFM TRUST**



**ORDER**

IT IS HEREBY ORDERED that, in the matter of Byrne v. Sunridge Builders, Inc., et al., Clark County Case No. A-16-742143-D, the Default entered against Defendant CIRCLE S DEVELOPMENT D/B/A DECK SYSTEMS filed on or about June 12, 2017, is set aside.

It is further ORDERED that Defendant, LANDS WEST BUILDERS, INC.'s and SUNRIDGE BUILDERS INC.'s Joint Motion for Summary Judgment is HEREBY GRANTED in favor of CIRCLE S DEVELOPMENT D/B/A DECK SYSTEMS and against Plaintiff upon the same bases as set forth in the Court Dec. 14, 2017 Order granting the Joint Motion for Summary Judgment.

It is further ORDERED that CIRCLE S DEVELOPMENT D/B/A DECK SYSTEMS will not seek any cost recovery from PLAINTIFF in relation to it being included in the Order granting Summary Judgment.

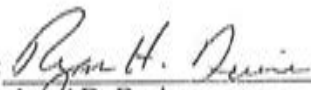
**IT IS SO ORDERED.**

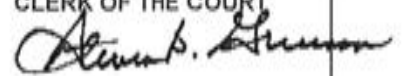
Dated: February 28, 2018

  
DISTRICT COURT JUDGE



Submitted by,  
WOLFE & WYMAN LLP

By:  12953 -for:  
Jafad D. Beckman  
Nevada Bar No. 12328  
6757 Spencer St.  
Las Vegas NV 89119  
Attorneys for Defendant/Cross Defendant,  
**CIRCLE S DEVELOPMENT DBA DECK SYSTEMS**  
**NEVADA**



1 **NESO**  
2 WILL LEMKUL, ESQ.  
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9 Telephone: (702) 405-8100  
10 Facsimile: (702) 405-8101

11 *Attorneys for Defendant/Cross-Defendant,*  
12 *S & L Roofing, Inc.*

13 **DISTRICT COURT**  
14  
15 **CLARK COUNTY, NEVADA**

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

18 Plaintiffs,

19 v.

20 SUNRIDGE BUILDERS, INC., a Nevada  
21 Corporation; LANDS WEST BUILDERS,  
22 INC., a Nevada Corporation; AVANTI  
23 PRODUCTS, LLC, a Nevada Limited Liability  
24 Company; BRYANT MASONRY, LLC, a  
25 Nevada Limited Liability Company; BSH  
26 HOME APPLIANCES CORPORATION, a  
27 Delaware Corporation; CIRCLE S  
28 DEVELOPMENT DBA DECK SYSTEMS OF  
NEVADA, 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 LINSNBARDT  
DBA SIGNATURE DOOR AND TRIM;  
LIFEGUARD POOL MAINTENANCE DBA  
LIFEGUARD POOLS, a Nevada Corporation;  
MOUNTAIN WEST ELECTRIC, a Nevada  
Corporation; PRESTIGE ROOFING, INC., a  
Nevada Corporation; PYRAMID PLUMBING,  
INC., Nevada Corporation; RIVERA  
FRAMING INC., a Nevada Corporation; S&L  
ROOFING, INC., a Colorado Corporation;  
SPRAY PRODUCT APPLICATIONS, LLC,  
Nevada Limited Liability Company; TRIM  
TIME LLC DBA BLITZ CONSTRUCTION, a  
Nevada Limited Liability Company;

CASE NO.: A-16-742143-D

DEPT. NO.: II

**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.**

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

7 Defendants.

8 SUNRIDGE BUILDERS, INC., a Nevada  
9 Corporation,

10 Cross-Claimant,

11 v.

12 BRYANT MASONRY, LLC, a Nevada  
13 Limited Liability Company; 4M CORP., a  
14 Nevada Corporation; BSH HOME  
15 APPLIANCES CORPORATION, a Delaware  
16 Corporation; CIRCLE S DEVELOPMENT  
17 DBA DECK SYSTEMS OF NEVADA, a  
18 Nevada Corporation; DMK CONCRETE,  
19 INC., a Nevada Corporation; GENERAL  
20 ELECTRIC COMPANY, a Foreign  
21 Corporation; GREEN PLANET  
22 LANDCAPING, LLC, a Nevada Limited  
23 Liability Company; IVIE MECHANICAL,  
24 INC., a Nevada Corporation; J.C.W.  
25 CONCRETE, INC., a Nevada corporation;  
26 LIFEGUARD POOL MAINTENANCE DBA  
27 LIFEGUARD POOLS, a Nevada Corporation;  
28 MOUNTAIN WEST ELECTRIC, a Nevada  
Corporation; PYRAMID PLUMBING, INC.,  
Nevada Corporation; RIVERA FRAMING  
INC., a Nevada Corporation; S&L ROOFING,  
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,

29 Cross-Defendants.

30 SUNRIDGE BUILDERS, INC., a Nevada  
31 Corporation,

32 Third Party Plaintiff,

33 v.

34 BRANDON IRON, INC., a Nevada  
35 Corporation; EARTHCORE INDUSTRIES,  
36 LLC, a Nevada Limited Liability Company;

1 HARDY CABINETS INC., dba ARTESIA  
2 CABINETS, a Nevada Corporation; J.C.W.  
3 CONCRETE, INC., A Nevada Corporation; JD  
4 STAIRS, INC., a Nevada Corporation; PIECE  
5 OF THE ROCK, a Nevada Corporation;  
6 WHITE FEATHER DRYWALL & PAINT, an  
7 Unknown Business Entity; and MOES 101  
8 through 150 and ZOE CORPORATIONS 101  
9 through 150, inclusive,

10 Third-Party Defendants.

11 **NOTICE OF ENTRY OF STIPULATION AND ORDER TO: 1) SET ASIDE DEFAULT**  
12 **AGAINST S & L ROOFING, INC.; AND 2) ENTER JUDGMENT IN FAVOR**  
13 **OF S & L ROOFING, INC.**

14 PLEASE TAKE NOTICE that a **STIPULATION AND ORDER TO: 1) SET ASIDE**  
15 **DEFAULT AGAINST S & L ROOFING, INC.; AND 2) ENTER JUDGMENT IN FAVOR**  
16 **OF S & L ROOFING, INC.** was entered on this 20<sup>th</sup> day of April, 2018, a true and correct file-  
17 stamped copy of which is attached hereto.

18 Dated this 20<sup>th</sup> day of April, 2018

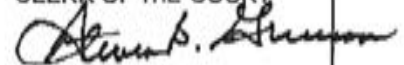
19 MORRIS SULLIVAN & LEMKUL, LLP

20 By: /s/ Christopher A. Turtzo  
21 WILL LEMKUL, ESQ.  
22 Nevada Bar No. 6715  
23 CHRISTOPHER A. TURTZO, ESQ.  
24 Nevada Bar No. 10253  
25 3770 Howard Hughes Parkway, Suite 170  
26 Las Vegas, NV 89169  
27 Attorneys for Defendant/Cross-Defendant,  
28 S & L Roofing, Inc.

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1 **SAO**  
2 WILL LEMKUL, ESQ.  
3 Nevada Bar No. 6715  
4 CHRISTOPHER A. TURTZO, ESQ.  
5 Nevada Bar No. 10253  
6 MORRIS, SULLIVAN & LEMKUL, LLP  
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9 Telephone: (702) 405-8100  
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11 *Attorneys for Defendant/Cross-Defendant,*  
12 *S & L Roofing, Inc.*

13 **DISTRICT COURT**  
14  
15 **CLARK COUNTY, NEVADA**

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

18 Plaintiffs,

19 v.

20 SUNRIDGE BUILDERS, INC., a Nevada  
21 Corporation; LANDS WEST BUILDERS,  
22 INC., a Nevada Corporation; AVANTI  
23 PRODUCTS, LLC, a Nevada Limited Liability  
24 Company; BRYANT MASONRY, LLC, a  
25 Nevada Limited Liability Company; BSH  
26 HOME APPLIANCES CORPORATION, a  
27 Delaware Corporation; CIRCLE S  
28 DEVELOPMENT DBA DECK SYSTEMS OF  
NEVADA, 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 LINSNBARDT  
DBA SIGNATURE DOOR AND TRIM;  
LIFEGUARD POOL MAINTENANCE DBA  
LIFEGUARD POOLS, a Nevada Corporation;  
MOUNTAIN WEST ELECTRIC, a Nevada  
Corporation; PRESTIGE ROOFING, INC., a  
Nevada Corporation; PYRAMID PLUMBING,  
INC., Nevada Corporation; RIVERA  
FRAMING INC., a Nevada Corporation; S&L  
ROOFING, INC., a Colorado Corporation;  
SPRAY PRODUCT APPLICATIONS, LLC,  
Nevada Limited Liability Company; TRIM  
TIME LLC DBA BLITZ CONSTRUCTION, a  
Nevada Limited Liability Company;

CASE NO.: A-16-742143-D

DEPT. NO.: II

**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.**

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

7 Defendants.

8  
9 SUNRIDGE BUILDERS, INC., a Nevada  
10 Corporation,

11 Cross-Claimant,

12 v.

13 BRYANT MASONRY, LLC, a Nevada  
14 Limited Liability Company; 4M CORP., a  
15 Nevada Corporation; BSH HOME  
16 APPLIANCES CORPORATION, a Delaware  
17 Corporation; CIRCLE S DEVELOPMENT  
18 DBA DECK SYSTEMS OF NEVADA, a  
19 Nevada Corporation; DMK CONCRETE,  
20 INC., a Nevada Corporation; GENERAL  
21 ELECTRIC COMPANY, a Foreign  
22 Corporation; GREEN PLANET  
23 LANDCAPING, LLC, a Nevada Limited  
24 Liability Company; IVIE MECHANICAL,  
25 INC., a Nevada Corporation; J.C.W.  
26 CONCRETE, INC., a Nevada corporation;  
27 LIFEGUARD POOL MAINTENANCE DBA  
28 LIFEGUARD POOLS, a Nevada Corporation;  
MOUNTAIN WEST ELECTRIC, a Nevada  
Corporation; PYRAMID PLUMBING, INC.,  
Nevada Corporation; RIVERA FRAMING  
INC., a Nevada Corporation; S&L ROOFING,  
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,

29 Cross-Defendants.

30  
31 SUNRIDGE BUILDERS, INC., a Nevada  
32 Corporation,

33 Third Party Plaintiff,

34 v.

35  
36 BRANDON IRON, INC., a Nevada  
37 Corporation; EARTHCORE INDUSTRIES,  
38 LLC, a Nevada Limited Liability Company;



1 HARDY CABINETS INC., dba ARTESIA  
2 CABINETS, a Nevada Corporation; J.C.W.  
3 CONCRETE, INC., A Nevada Corporation; JD  
4 STAIRS, INC., a Nevada Corporation; PIECE  
5 OF THE ROCK, a Nevada Corporation;  
6 WHITE FEATHER DRYWALL & PAINT, an  
7 Unknown Business Entity; and MOES 101  
8 through 150 and ZOE CORPORATIONS 101  
9 through 150, inclusive,

10 Third-Party Defendants.

11 **STIPULATION AND ORDER TO: 1) SET ASIDE DEFAULT**  
12 **AGAINST S & L ROOFING, INC.; AND 2) ENTER JUDGMENT IN FAVOR**  
13 **OF S & L ROOFING, INC.**

14 COMES NOW Defendant/Cross-Defendant, S & L ROOFING, INC., ("S&L") by and  
15 through its attorneys of record, Will Lemkul, Esq., and Christopher A. Turtzo, Esq. of the law  
16 firm of MORRIS, SULLIVAN & LEMKUL, LLP, and Plaintiff, JANETTE BYRNE, as  
17 Trustee of the UOFM Trust, ("BYRNE") by and through her attorneys of record, Wendy L.  
18 Walker, Esq. and Michael A. Arata, Esq., of the law firm of SPRINGEL & FINK, LLP, hereby  
19 stipulate as follows:

20 BYRNE filed her Second Amended Complaint on March 31, 2017, naming S&L as a  
21 defendant. On June 30, 2017, BYRNE filed a Default against S&L.

22 Thereafter, on or about September 11, 2017, Defendant Sunridge Builders, Inc., and  
23 Defendant Lands West Builders, Inc., filed a Joint Motion for Summary Judgment against  
24 BYRNE, arguing that her claims were time barred pursuant to NRS 11.202. On November 3,  
25 2017, the Court granted the Joint Motion for Summary Judgment. On or about December 14,  
26 2017, the Court issued a Nunc Pro Tunc Order, which amended summary judgment to include  
27 all joining parties.

28 Based upon, and in light of the foregoing, the parties hereto now stipulate as follows:

IT IS HEREBY STIPULATED that the Default entered on June 30, 2017 against  
Defendant S & L ROOFING, INC., is hereby set aside by stipulation of the parties.

IT IS FURTHER STIPULATED that the Court's December 14, 2017 order granting  
summary judgment applies to S&L Roofing as if S&L Roofing had timely joined the original  
motion.

1 IT IS FURTHER STIPULATED that judgment be entered in favor of S & L  
2 ROOFING, INC., and against Plaintiff, JANETTE BYRNE as Trustee of the UOFM Trust  
3 pursuant to the December 15, 2017 Nunc Pro Tunc Order Granting Lands West Builders, Inc.'s  
4 and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1).

5 IT IS FURTHER STIPULATED that in exchange for the above agreements by  
6 BYRNE, S&L agrees that it will not seek recovery from BYRNE of any of its costs in relation  
7 to the December 14, 2017 summary judgment order.

8  
9 IT IS SO STIPULATED.

10 Dated this 16 day of April, 2018

11 MORRIS SULLIVAN & LEMKUL, LLP

12  
13 By: 

14 WILL LEMKUL, ESQ.  
15 Nevada Bar No. 6715  
16 CHRISTOPHER A. TURTZO, ESQ.  
17 Nevada Bar No. 10253  
3770 Howard Hughes Parkway, Suite 170  
Las Vegas, NV 89169  
*Attorneys for Defendant/Cross-Defendant,  
S & L Roofing, Inc.*

Dated this 13 day of April, 2018

SPRINGEL & FINK, LLP

12  
13 By: 

14 WENDY L. WALKER, ESQ.  
15 Nevada Bar No. 10791  
16 MICHAEL A. ARATA, ESQ.  
17 Nevada Bar No. 11902  
10655 Park Run Drive, Suite 275  
Las Vegas, NV 89144  
*Attorneys for Plaintiff, Janette Byrne as  
Trustee of UOFM Trust*

ORDER

Based on the foregoing stipulation between the parties, IT IS HEREBY ORDERED,  
ADJUDGED AND DECREED that:


1) The Default against Defendant/Cross-Defendant, S & L ROOFING by Plaintiff, Janette Byrne, as Trustee of the UOFM Trust, is hereby vacated and set aside;

2) Lands West Builders, Inc.'s and Sunridge Builders Inc.'s Joint Motion for Summary Judgment is hereby granted in favor of S&L Roofing and against Plaintiff upon the same bases as set forth in the Court's December 14, 2017 Order granting the Joint Motion for Summary Judgment;

3) Judgment shall entered in favor of S & L ROOFING, INC., and against Plaintiff, JANETTE BYRNE as Trustee of the UOFM Trust, pursuant to the December 15, 2017 Nunc Pro Tunc Order Granting Lands West Builders, Inc.'s and Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1); and

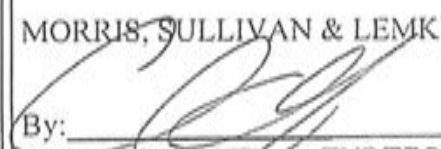
4) S&L will not seek any cost recovery from Plaintiff in relation to it being included in the Order granting Summary Judgment.

DATED this 18<sup>th</sup> day of April, 2018.

  
HONORABLE DISTRICT COURT JUDGE

Respectfully Submitted:

MORRIS, SULLIVAN & LEMKUL, LLP

By:   
CHRISTOPHER A. TURTZO, ESQ.  
Nevada Bar No. 10253  
3770 Howard Hughes Parkway, Suite 170  
Las Vegas, NV 89169  
Telephone: (702) 405-8100  
Facsimile: (702) 405-8101  
*Attorneys for Defendant/Cross-Defendant,*  
*S & L ROOFING, INC.*

*Steven D. Grierson*

1 **NEO**  
2 ROBERT E. SCHUMACHER, ESQ.  
3 Nevada Bar No. 7504  
4 BRIAN K. WALTERS, ESQ.  
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](mailto:rschumacher@grsm.com)  
12 [bwalters@grsm.com](mailto: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 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

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  
SUPPLIER ROES 2 through 50 inclusive,

4 Defendants.

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

7 Cross-Claimant,

8 vs.

9 BRYANT MASONRY, LLC, a Nevada Limited  
10 Liability Company; 4M CORP., a Nevada  
11 Corporation; BSH HOME APPLIANCES  
12 CORPORATION; a Delaware Corporation; CIRCLE  
13 S DEVELOPMENT dba DECK SYSTEMS OF  
14 NEVADA, a Nevada Corporation; DMK  
15 CONCRETE, INC., a Nevada Corporation;  
16 GENERAL ELECTRIC COMPANY, a Foreign  
17 Corporation; GREEN PLANET LANDSCAPING  
18 LLC, a Nevada Limited Liability Company; IVIE  
19 MECHANICAL, INC., a Nevada Corporation;  
20 J.C.W. CONCRETE, INC., a Nevada corporation;  
21 LIFEGUARD POOL MAINTENANCE dba  
22 LIFEGUARD POOLS, a Nevada Corporation;  
23 MOUNTAIN WEST ELECTRIC, a Nevada  
24 Corporation; PYRAMID PLUMBING, INC., Nevada  
25 Corporation; RIVERA FRAMING INC., a Nevada  
26 Corporation; SPRAY PRODUCT APPLICATIONS,  
27 LLC, Nevada Limited Liability Company;  
28 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 &

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 13<sup>th</sup> 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.  
15 Nevada Bar No. 9711  
16 300 S. 4th Street, Suite 1550  
17 Las Vegas, NV 89101

18 *Attorneys for Defendant*  
19 **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 13<sup>th</sup> 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



ORIGINAL

Electronically Filed  
3/13/2018 10:43 AM  
Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*

**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

MAR 05 2018

-1-

Case Number: A-16-742143-D

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

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

6  
7 **ORDER GRANTING DEFENDANT LANDS WEST BUILDERS, INC.'S MOTION FOR**  
8 **ATTORNEY FEES AND COSTS**

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

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

19 **I. Application of the *Beattie* Factors.**

20 The Court applies the factors under *Beattie v. Thomas*, 99 Nev. 579, 588-89 (1983) to  
21 determine whether Lands West is entitled to an award of fees under NRCP 68 and NRS  
22 40.652(4) and, if so, how much.

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

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

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

26 It is true that Plaintiff knew or should have known that Lands West was not the general  
27 contractor and not involved in the initial construction. Plaintiff contends that it brought Lands  
28

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 Dated this    day of March, 2018.

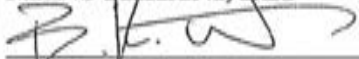
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---

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**

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 Dated this <sup>5<sup>th</sup></sup> day of February, 2018.

7 *March*

8   
9 DISTRICT COURT JUDGE

10 *017*

11 *Respectfully submitted by:*

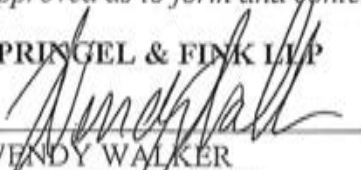
12 **GORDON REES SCULLY**  
13 **MANSUKHANI, LLP**

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

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

22 *Approved as to form and content:*

23 **SPRINGEL & FINK LLP**

24   
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

**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 13<sup>th</sup> day of March, 2018, I did cause a true and correct copy 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

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Greg W. Mash, Esq.  
**LAW OFFICES OF GREG W. MARSH**  
Nevada Bar No. 322  
731 South Seventh Street  
Las Vegas, Nevada 89101-6907

Attorneys for Defendant General Electric  
Company

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 8th day of December, 2017, I served upon the registered  
3 parties herein a copy of the following: **NOTICE OF ENTRY OF ORDER GRANTING**  
4 **STIPULATION AND ORDER FOR DISMISSAL OF DEFENDANT GENERAL ELECTRIC**  
5 **COMPANY WITH PREJUDICE** via Clark County Odyssey Electronic Service upon the parties  
6 on the Court's service list for the above-referenced case.

7  
8 /s/ Jeannette Felix  
9 An employee of Bowman and Brooke LLP  
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# EXHIBIT A

*Steven D. Grierson*

**SODW**  
GREG W. MARSH, ESQ.  
Nevada Bar No. 322  
**LAW OFFICES OF GREG W. MARSH**  
731 South Seventh Street  
Las Vegas, Nevada 89101-6907  
(702) 387-0052 (Telephone)  
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CURTIS J. BUSBY, ESQ.  
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**BOWMAN AND BROOKE LLP**  
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(602) 248-0947 (Facsimile)  
[curtis.busby@bowmanandbrooke.com](mailto:curtis.busby@bowmanandbrooke.com)

Attorneys for Defendant General Electric Company

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JANETTE BYRNE, as Trustee of the UOFM  
TRUST,

Plaintiff,

v.

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

CASE NO.: A-16-742143-D

Dept.: *XVI II*

**STIPULATION AND ORDER FOR  
DISMISSAL OF DEFENDANT GENERAL  
ELECTRIC COMPANY WITH  
PREJUDICE**

Date of Hearing: N/A

Time of Hearing: N/A

PLEASE NOTE  
DEPARTMENT CHANGE

NOV 9 0 2017

1 Corporation; KARL HENRY LINSENBARDT  
2 DBA SIGNATURE DOOR & TRIM;  
3 LIFEGUARD POOL MAINT. DBA LIFEGUARD  
4 POOLS, a Nevada Corporation; MOUNTAIN  
5 WEST ELECTRIC, a Nevada Corporation;  
6 PRESTIGE ROOFING, INC., a Nevada  
7 Corporation; PYRAMID PLUMBING, a Nevada  
8 Corporation; RIVERA FRAMING INC. DBA  
9 RIVERA FRAMERS, a Nevada Corporation;  
10 S&L ROOFING, INC., a Colorado Corporation;  
11 SPRAY PRODUCT APPLICATIONS, LLC, a  
12 Nevada Limited Liability Company; TRIM TIME  
13 LLC DBA BLITZ CONSTRUCTION, a Nevada  
14 Limited Liability Company; WINDOW  
15 INSTALLATION SPECIALISTS, LLC, a Nevada  
16 Limited Liability Company; DOES 20 through  
17 100; DESIGN PROFESSIONAL DOES 101  
18 through ISO, and/or SUPPLIER ROES 2  
19 through 50 inclusive,

20 Defendants.

21  
22 **IT IS HEREBY STIPULATED** by and between Plaintiff JANETTE BYRNE, as Trustee  
23 of the UOFM TRUST and Defendant GENERAL ELECTRIC COMPANY, that JANETTE  
24 BYRNE, as Trustee of the UOFM TRUST hereby dismisses Defendant GENERAL  
25 ELECTRIC COMPANY with prejudice, each party to bear its own fees and costs.

26  
27 **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order of  
28 Dismissal with Prejudice is made pursuant to a good faith settlement by and between the  
parties hereto made in accordance with N.R.S. 17.245.

///

///

///

1 DATED this 29<sup>th</sup> day of November, 2017.

2 LAW OFFICES OF GREG W. MARSH

3  
4 By: 

5 Greg W. Marsh, Esq.  
6 Nevada Bar No. 322  
7 731 South Seventh Street  
8 Las Vegas, Nevada 89101-6907

9 In conjunction with:

10 Curtis J. Busby, Esq.  
11 Nevada Bar No. 6581  
12 Suite 1600, Phoenix Plaza  
13 2901 North Central Avenue  
14 Phoenix, Arizona 85012-2736

15 Attorneys for Third-Party Defendant  
16 General Electric Company

DATED this 16 day of November, 2017.

SPRINGEL & FINK LLP

By: 

Wendy L. Walker, Esq.  
Michael A. Arata, Esq.  
SPRINGEL & FINK LLP  
10655 Park Run Drive, Suite 275  
Las Vegas, Nevada 89144

In conjunction with:

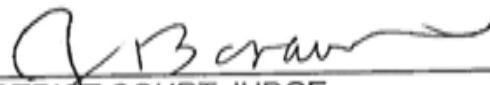

Timothy S. Menter, Esq.  
MENTER & WITKIN LLP  
19900 MacArthur Boulevard, Suite 800  
Irvine, California 92612

Attorneys for Plaintiff

17 **ORDER**

18 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff JANETTE  
19 BYRNE, as Trustee of the UOFM TRUST's claims for relief against Defendant GENERAL  
20 ELECTRIC COMPANY, as stated in the operative Complaint in Case No. A-16-742143-D, are  
21 dismissed with prejudice with each party to bear its own fees and costs.

22 DATED this 1<sup>st</sup> day of December, 2017.

23   
DISTRICT COURT JUDGE  
24 

25 ///

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27 ///

1 Respectfully submitted by,

2 **LAW OFFICES OF GREG W. MARSH**

3  
4 By: 

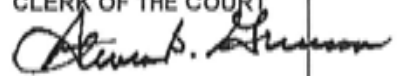
5 Greg W. Marsh, Esq.  
6 Nevada Bar No. 322

7 In conjunction with:

8 Curtis J. Busby, Esq.  
9 Nevada Bar No. 6581  
BOWMAN AND BROOKE LLP

10 Attorneys for Defendant General Electric Company  
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1 **NEO**  
2 PETER C. BROWN  
3 Nevada State Bar No. 5887  
4 DEVIN R. GIFFORD  
5 Nevada State Bar No. 14055  
6 BREMER WHYTE BROWN & O'MEARA LLP  
7 1160 N. TOWN CENTER DRIVE  
8 SUITE 250  
9 LAS VEGAS, NV 89144  
10 TELEPHONE: (702) 258-6665  
11 FACSIMILE: (702) 258-6662  
12 pbrown@bremerwhyte.com  
13 dgifford@bremerwhyte.com

8 Counsel for Defendant,  
Trim Time, LLC dba Blitz Construction

**DISTRICT COURT**  
**CLARK COUNTY NEVADA**

12 JANETTE BYRNE, as Trustee of the UOFM  
13 TRUST,

14 Plaintiff,

15 vs.

16 SUNRIDGE BUILDERS, INC; a NEVADA  
17 Corporation; LANDS WEST BUILDERS, INC; a  
18 Nevada Corporation; AVANTI PRODUCTS,  
19 LLC, a Nevada Liability Company; BRYANT  
20 MASONRY, LLC, a Nevada Limited Liability  
21 Company, BSH HOME APPLIANCES  
22 CORPORATION, a Delaware Corporation;  
23 CIRCLE S DEVELOPMENT DBA DECK  
24 SYSTEMS NEVADA, a Nevada Corporation;  
25 DMK CONCRETE, INC; a Nevada Corporation;  
26 4M CORP, a Nevada Corporation; GENERAL  
27 ELECTRIC COMPANY, a Nevada Corporation;  
28 GREEN PLANT 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.

Case No. A-16-742143-D

Dept. No.: II

**NOTICE OF ENTRY OF STIPULATION  
AND ORDER FOR DISMISSAL OF  
DEFENDANT TRIM TIME, LLC DBA  
BLITZ CONSTRUCTION WITH  
PREJUDICE**

1 BBA RIVERA FRAMERS, a Nevada  
Corporation; S&L ROOFING INC; a Colorado  
2 Corporation; SPRAY PRODUCT  
APPLICATIONS, LLC, a Nevada Limited  
3 Liability Company; TRIM TIME LLC DBA  
BLITZ CONSTRUCTION, a Nevada Limited  
4 Liability Company; WINDOW INSTALLATION  
SPECIALISTS, LLC, a Nevada Limited Liability  
5 Company; DOES 20 through 100; DESIGN  
PROFESSIONAL DOES 101 THROUGH 150,  
6 and/or SUPPLIER ROES 2 through 50 inclusive,,

7 Defendants.

8  
9 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that a **STIPULATION AND**  
10 **ORDER FOR DISMISSAL OF DEFENDANT TRIM TIME, LLC DBA BLITZ**  
11 **CONSTRUCTION WITH PREJUDICE** was entered in the above-entitled action on December  
12 18, 2017, a copy of which is attached hereto

13 DATED December 20, 2017

BREMER WHYTE BROWN & O'MEARA LLP

14  
15 By: 

Peter C. Brown, Esq.  
Nevada State Bar No. 5887  
Devin R. Gifford, Esq.  
Nevada State Bar No. 14055  
Attorneys for Third-Party Defendant,  
TRIM TIME, LLC dba BLITZ  
CONSTRUCTION

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 20th day of December, 2017, a true and correct copy of the foregoing document was electronically delivered to Odyssey for filing and service upon all electronic service list recipients.



---

Amree Stellabotte, an Employee of  
BREMER, WHYTE, BROWN & O'MEARA, LLP

ORIGINAL

Electronically Filed  
12/18/2017 4:54 PM  
Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*

1 **SAO**

2 **PETER C. BROWN**

3 Nevada State Bar No. 5887

4 **DEVIN R. GIFFORD**

5 Nevada State Bar No. 14055

6 **BREMER WHYTE BROWN & O'MEARA LLP**

7 1160 N. TOWN CENTER DRIVE

8 SUITE 250

9 LAS VEGAS, NV 89144

10 **TELEPHONE: (702) 258-6665**

11 **FACSIMILE: (702) 258-6662**

12 **pbrown@bremerwhyte.com**

13 **dgifford@bremerwhyte.com**

14 **Counsel for Defendant,**

15 **Trim Time, LLC dba Blitz Construction**

**DISTRICT COURT**

**CLARK COUNTY NEVADA**

16 **JANETTE BYRNE, as Trustee of the UOFM**  
17 **TRUST,**

18 **Plaintiff,**

19 **vs.**

20 **SUNRIDGE BUILDERS, INC; a NEVADA**  
21 **Corporation; LANDS WEST BUILDERS, INC; a**  
22 **Nevada Corporation; AVANTI PRODUCTS,**  
23 **LLC, a Nevada Liability Company; BRYANT**  
24 **MASONRY, LLC, a Nevada Limited Liability**  
25 **Company, BSH HOME APPLIANCES**  
26 **COPORATION, a Delaware Corporation;**  
27 **CIRCLE S DEVELOPMENT DBA DECK**  
28 **SYSTEMS NEVADA, a Nevada Corporation;**  
**DMK CONCRETE, INC; a Nevada Corporation;**  
**4M CORP, a Nevada Corporation; GENERAL**  
**ELECTRIC COMPANY, a Nevada Corporation;**  
**GREEN PLANT LANDSCAPING LLC, a**  
**Nevada Limited Liability Company; IVIE**  
**MECHANICAL INC; a Nevada Corporation;**  
**J.C.W. CONCRETE, INC.; a Nevada**  
**Corporation; KARL HENRY LINSNBARDT**  
**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.**

Case No. A-16-742143-D

Dept. No.: II

**STIPULATION AND ORDER FOR**  
**DISMISSAL OF DEFENDANT TRIM**  
**TIME, LLC DBA BLITZ**  
**CONSTRUCTION WITH PREJUDICE**

BREMER WHYTE BROWN &  
O'MEARA LLP  
1160 N. Town Center Drive  
Suite 250  
Las Vegas, NV 89144  
(702) 258-6665

HA1233\857\CP\Settlement\SAO - Dismissal with Prejudice

DEC 16 2017

1 BBA RIVERA FRAMERS, a Nevada  
Corporation; S&L ROOFING INC; a Colorado  
2 Corporation; SPRAY PRODUCT  
APPLICATIONS, LLC, a Nevada Limited  
3 Liability Company; TRIM TIME LLC DBA  
BLITZ CONSTRUCTION, a Nevada Limited  
4 Liability Company; WINDOW INSTALLATION  
SPECIALISTS, LLC, a Nevada Limited Liability  
5 Company; DOES 20 through 100; DESIGN  
PROFESSIONAL DOES 101 THROUGH 150,  
6 and/or SUPPLIER ROES 2 through 50 inclusive,,  
7 Defendants.

8  
9 COMES NOW, Defendant, TRIM TIME, LLC DBA BLITZ CONSTRUCTION, ("TRIM  
10 TIME") by and through its attorneys of record, Bremer Whyte Brown & O'Meara, and Plaintiff,  
11 JANETTE BYRNE, as Trustee of the UOFM TRUST, by and through her counsel of record,  
12 Springel & Fink, LLP, and hereby stipulate and agree that this matter, Plaintiff's Second Amended  
13 Complaint and Demand for Jury Trial, and each and every cause of action alleged therein be  
14 dismissed with prejudice as to TRIM TIME, with each party to bear their own attorney's fees and  
15 costs. This Stipulation is entered into in good faith, in the interests of judicial economy and not for  
16 the purposes of delay.

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1 Dated this 11 day of December 2017

2 SPRINGEL & FINK LLP

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Wendy L. Walker, Esq.  
Nevada Bar No. 10791  
10655 Park Run Drive, Suite 275  
Las Vegas, Nevada 89144

Counsel for Plaintiff  
JANETTE BYRNE, as Trustee  
of the UOFM TRUST

Dated this 13 day of December, 2017.

BREMER WHYTE BROWN & O'MEARA,  
LLP

Peter C. Brown, Esq.,  
Nevada State Bar No. 5887  
Devin R. Gifford, Esq.  
Nevada State Bar No. 14055  
1160 N. Town Center Drive, Suite 250  
Las Vegas, NV 89144


Counsel for Defendant,  
TRIM TIME, LLC DBA BLITZ  
CONSTRUCTION

ORDER

*Byrne v. Sunridge Builders, Inc., et al., Case #: A-16-742143-D*

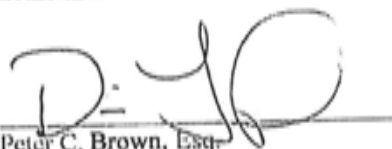
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this matter, Plaintiff's Second Amended Complaint and Demand for Jury Trial, and each and every cause of action alleged therein be dismissed with prejudice as to TRIM TIME, with each party to bear their own attorney's fees and costs. This Stipulation is entered into in good faith, in the interests of judicial economy and not for the purposes of delay.

Dated this 14<sup>th</sup> day of December, 2017

  
DISTRICT COURT JUDGE  
MH

Submitted by:

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Counsel for Defendant,  
TRIM TIME, LLC DBA BLITZ  
CONSTRUCTION

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*Co-Counsel for Plaintiff and per SCR 42.1(2)*

## 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;

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

) PLAINTIFF'S NOTICE OF  
) VOLUNTARY DISMISSAL WITHOUT  
) PREJUDICE PURSUANT TO NRCP 41(a)  
) OF DEFENDANT BSH HOME APPLIANCES  
) CORPORATION



1	KARL HENRY LINSENBARDT DBA	)	
	SIGNATURE DOOR & TRIM; LIFEGUARD	)	
2	POOL MAINT. DBA LIFEGUARD POOLS, a	)	
	Nevada Corporation; MOUNTAIN WEST	)	
3	ELECTRIC, a Nevada Corporation;	)	
	PRESTIGE ROOFING, INC., a Nevada	)	PLAINTIFF'S NOTICE OF
4	Corporation; PYRAMID PLUMBING, a Nevada	)	VOLUNTARY DISMISSAL WITHOUT
5	Corporation; RIVERA FRAMING INC. DBA	)	PREJUDICE PURSUANT TO NRCP 41(a)
	RIVERA FRAMERS, a Nevada Corporation; S&L	)	OF DEFENDANT BSH HOME APPLIANCES
6	ROOFING, INC., a Colorado Corporation; SPRAY	)	CORPORATION
	PRODUCT APPLICATIONS, LLC, a Nevada	)	
7	Limited Liability Company; TRIM TIME LLC	)	
	DBA BLITZ CONSTRUCTION, a Nevada Limited	)	
8	Liability Company; WINDOW INSTALLATION	)	
9	SPECIALISTS, LLC, a Nevada Limited Liability	)	
	Company; DOES 20 through 100; DESIGN	)	
10	PROFESSIONAL DOES 101 through 150, and/or	)	
11	SUPPLIER ROES 2 through 50 inclusive,	)	
		)	
12	Defendants.	)	
13		)	
	SUNRIDGE BUILDERS, INC., a Nevada	)	
14	Corporation,	)	
		)	
15	Cross-Claimant,	)	
16		)	
	vs.	)	
17		)	
	BRYANT MASONRY. LLC, a Nevada Limited	)	
18	Liability Company; 4M CORP., a Nevada	)	
19	Corporation; BSH HOME APPLIANCES	)	
	CORPORATION, a Delaware Corporation;	)	
20	CIRCLE S DEVELOPMENT DBA DECK	)	
	SYSTEMS OF NEVADA, a Nevada Corporation;	)	
21	DMK CONCRETE, INC., a Nevada Corporation;	)	
22	GENERAL ELECTRIC COMPANY, a Foreign	)	
	Corporation; GREEN PLANET LANDSCAPING,	)	
23	LLC, a Nevada Limited Liability Company; IVIE	)	
	MECHANICAL, INC., a Nevada Corporation;	)	
24	J.C.W. CONCRETE, INC., a Nevada corporation;	)	
25	LIFEGUARD POOL MAINTENANCE DBA	)	
	LIFEGUARD POOLS, a Nevada Corporation;	)	
26	MOUNTAIN WEST ELECTRIC, a Nevada	)	
27	Corporation; PYRAMID PLUMBING, INC.,	)	
	Nevada Corporation; RIVERA FRAMING INC., a	)	
28		)	

1 Nevada Corporation; S&L ROOFING, INC., a )  
2 Nevada Corporation; SPRAY PRODUCT )  
3 APPLICATIONS, LLC, Nevada Limited Liability )  
4 Company; WINDOW INSTALLATION )  
5 SPECIALISTS, LLC. a Nevada Limited Liability )  
6 Company, and MOES 1 through 100 and ZOE )  
7 CORPORATIONS 1 through 100, inclusive, )

8 Cross-Defendants. )

9  
10 SUNRIDGE BUILDERS, INC., a Nevada )  
11 Corporation, )

12 Third-Party Plaintiff, )

13 vs. )

14 BRANDON IRON, INC., a Nevada Corporation; )  
15 EARTHCORE INDUSTRIES, LLC, a Nevada )  
16 Limited Liability Company; HARDY CABINETS )  
17 INC., dba ARTESIA CABINETS, a Nevada )  
18 Corporation; J.C.W. CONCRETE, INC., a Nevada )  
19 Corporation; JD STAIRS, INC., a Nevada )  
20 Corporation; PIECE OF THE ROCK, a Nevada )  
21 Corporation; WHITE FEATHER DRYWALL & )  
22 PAINT, an Unknown Business Entity; and MOES )  
23 101 through 150 and ZOE CORPORATIONS 101 )  
24 through 150, inclusive, )

25 Third-Party Defendants. )

26 Defendant BSH Home Appliances ("BSH") not having filed or served an answer, motion for  
27 summary judgment or otherwise having appeared herein Plaintiff JANETTE BYRNE, as Trustee of the  
28 UOFM TRUST requests, authorizes and directs the Clerk of the Court to enter a dismissal without  
prejudice pursuant to NRCP 41(a) as to Defendant BSH only. Defendant BSH. has incurred no filing fees.

DATED this 11<sup>th</sup> day of April, 2018

SPRINGEL & FINK LLP

By: /s/ Wendy L. Walker  
WENDY L. WALKER, ESQ.  
Nevada Bar No. 10791  
10655 Park Run Drive, Suite 275  
Las Vegas, Nevada 89144  
Counsel for Plaintiff

1 On application of Plaintiff JANETTE BYRNE, as Trustee of the UOFM TRUST, no answer,  
2 motion for summary judgment or other appearance having been filed or served by Defendant BSH Home  
3 Appliances, a notice of the dismissal of this action having been duly signed, the above-entitled action as  
4 to Defendant BSH Home Appliances is hereby dismissed without prejudice pursuant to NRCP 41(a).

5 CLERK OF THE COURT

6  
7 By: 

8 Deputy Clerk

APR 12 2018

Date

IRISH LAPRA

9 Submitted by:

10 /s/ Wendy L. Walker

11 WENDY L. WALKER, ESQ.

12 Nevada Bar No. 10791

13 MICHAEL A. ARATA, ESQ.

14 Nevada Bar No. 11902

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

STATE OF NEVADA            )  
  ) ss.  
CLARK COUNTY                )

I, Kathleen Bratton, declare:

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 April 13, 2018, I served the foregoing document described as **NOTICE OF VOLUNTARY DISMISSAL, WITHOUT PREJUDICE PURSUANT TO NRCP 41(a), OF DEFENDANT BSH HOME APPLIANCES CORPORATION**, as follows:

***SEE ATTACHED ELECTRONIC SERVICE LIST***

\_\_\_\_ VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's practice of collection and processing correspondence by mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business

\_\_\_\_ VIA FACSIMILE: by transmitting to a facsimile machine maintained by the person on whom it is served at the facsimile machine telephone number at last given by that person on any document which he/she has filed in the cause and served on the party making the service. The copy of the document served by facsimile transmission bears a notation of the date and place of transmission and the facsimile telephone number to which transmitted. A confirmation of the transmission containing the facsimile telephone numbers to which the document(s) was/were transmitted will be maintained with the document(s) served.

  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.

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

/s/ Kathleen Bratton

\_\_\_\_\_  
An Employee of SPRINGEL & FINK LLP

**E-Service Master List**  
**For Case of *Byrne v. Sunridge Builders, Inc., et al.***  
**Case No. A-16-742143-D**

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cwilliams@bremerwhyte.com	jdorame@mvjllp.com
dgifford@bremerwhyte.com	lmai@mvjllp.com
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20 *marata@springelfink.com*

21 *Co-Counsel for Plaintiff and per SCR 42.1(2)*

## DISTRICT COURT CLARK COUNTY, NEVADA

\*\*\*

22 JANETTE BYRNE, as Trustee of the UOFM  
23 TRUST,

24 Plaintiff,

25 vs.

26 SUNRIDGE BUILDERS, INC., a Nevada  
27 Corporation; LANDS WEST BUILDERS, INC., a  
28 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;

) Case No.: A-16-742143-D

) Dept. No.: II

) PLAINTIFF'S NOTICE OF  
) VOLUNTARY DISMISSAL WITHOUT  
) PREJUDICE PURSUANT TO NRCP 41(a)  
) OF DEFENDANT 4M CORP

1	KARL HENRY LINSENBARDT DBA	)	
2	SIGNATURE DOOR & TRIM; LIFEGUARD	)	
3	POOL MAINT. DBA LIFEGUARD POOLS, a	)	
4	Nevada Corporation; MOUNTAIN WEST	)	
5	ELECTRIC, a Nevada Corporation;	)	PLAINTIFF'S NOTICE OF
6	PRESTIGE ROOFING, INC., a Nevada	)	VOLUNTARY DISMISSAL WITHOUT
7	Corporation; PYRAMID PLUMBING, a Nevada	)	PREJUDICE PURSUANT TO NRCP 41(a)
8	Corporation; RIVERA FRAMING INC. DBA	)	OF DEFENDANT 4M CORP
9	RIVERA FRAMERS, a Nevada Corporation; S&L	)	
10	ROOFING, INC., a Colorado Corporation; SPRAY	)	
11	PRODUCT APPLICATIONS, LLC, a Nevada	)	
12	Limited Liability Company; TRIM TIME LLC	)	
13	DBA BLITZ CONSTRUCTION, a Nevada Limited	)	
14	Liability Company; WINDOW INSTALLATION	)	
15	SPECIALISTS, LLC, a Nevada Limited Liability	)	
16	Company; DOES 20 through 100; DESIGN	)	
17	PROFESSIONAL DOES 101 through 150, and/or	)	
18	SUPPLIER ROES 2 through 50 inclusive,	)	
19		)	
20	Defendants.	)	
21		)	
22	SUNRIDGE BUILDERS, INC., a Nevada	)	
23	Corporation,	)	
24		)	
25	Cross-Claimant,	)	
26		)	
27	vs.	)	
28		)	
29	BRYANT MASONRY. LLC, a Nevada Limited	)	
30	Liability Company; 4M CORP., a Nevada	)	
31	Corporation; BSH HOME APPLIANCES	)	
32	CORPORATION, a Delaware Corporation;	)	
33	CIRCLE S DEVELOPMENT DBA DECK	)	
34	SYSTEMS OF NEVADA, a Nevada Corporation;	)	
35	DMK CONCRETE, INC., a Nevada Corporation;	)	
36	GENERAL ELECTRIC COMPANY, a Foreign	)	
37	Corporation; GREEN PLANET LANDSCAPING,	)	
38	LLC, a Nevada Limited Liability Company; IVIE	)	
39	MECHANICAL, INC., a Nevada Corporation;	)	
40	J.C.W. CONCRETE, INC., a Nevada corporation;	)	
41	LIFEGUARD POOL MAINTENANCE DBA	)	
42	LIFEGUARD POOLS, a Nevada Corporation;	)	
43	MOUNTAIN WEST ELECTRIC, a Nevada	)	
44	Corporation; PYRAMID PLUMBING, INC.,	)	
45	Nevada Corporation; RIVERA FRAMING INC., a	)	



1 Nevada Corporation; S&L ROOFING, INC., a )  
2 Nevada Corporation; SPRAY PRODUCT )  
3 APPLICATIONS, LLC, Nevada Limited Liability ) PLAINTIFF'S NOTICE OF  
4 Company; WINDOW INSTALLATION ) VOLUNTARY DISMISSAL WITHOUT  
5 SPECIALISTS, LLC. a Nevada Limited Liability ) PREJUDICE PURSUANT TO NRCP 41(a)  
6 Company, and MOES 1 through 100 and ZOE ) OF DEFENDANT 4M CORP  
7 CORPORATIONS 1 through 100, inclusive, )

8 Cross-Defendants. )

9  
10  
11 SUNRIDGE BUILDERS, INC., a Nevada )  
12 Corporation, )

13 Third-Party Plaintiff, )

14 vs. )

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

26 Third-Party Defendants. )

27 Defendant 4M Corp. not having filed or served an answer, motion for summary judgment or  
28 otherwise having appeared herein Plaintiff JANETTE BYRNE, as Trustee of the UOFM TRUST requests,  
authorizes and directs the Clerk of the Court to enter a dismissal without prejudice pursuant to NRCP  
41(a) as to Defendant 4M CORP. only. Defendant 4M CORP. has incurred no filing fees.

DATED this 11<sup>th</sup> day of April, 2018

SPRINGEL & FINK LLP

By: /s/ Wendy L. Walker  
WENDY L. WALKER, ESQ.  
Nevada Bar No. 10791  
10655 Park Run Drive, Suite 275  
Las Vegas, Nevada 89144  
Counsel for Plaintiff

1 On application of Plaintiff JANETTE BYRNE, as Trustee of the UOFM TRUST, no answer,  
2 motion for summary judgment or other appearance having been filed or served by Defendant 4M CORP.,  
3 a notice of the dismissal of this action having been duly signed, the above-entitled action as to Defendant  
4 4M CORP. is hereby dismissed without prejudice pursuant to NRCP 41(a).

5 CLERK OF THE COURT

6  
7 By: 

8 Deputy Clerk

Date

APR 12 2018

9 Submitted by:

IRISH LAPIRA

10 /s/ Wendy L. Walker

11 WENDY L. WALKER, ESQ.

12 Nevada Bar No. 10791

13 MICHAEL A. ARATA, ESQ.

Nevada Bar No. 11902

14 SPRINGEL & FINK LLP

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16 [marata@springelfink.com](mailto:marata@springelfink.com)

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

STATE OF NEVADA        )  
CLARK COUNTY        ) ss.

I, Kathleen Bratton, declare:

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 April 13, 2018, I served the foregoing document described as **NOTICE OF VOLUNTARY DISMISSAL, WITHOUT PREJUDICE PURSUANT TO NRCp 41(a), OF DEFENDANT 4M CORP**, as follows:

***SEE ATTACHED ELECTRONIC SERVICE LIST***

\_\_\_\_ VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's practice of collection and processing correspondence by mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business

\_\_\_\_ VIA FACSIMILE: by transmitting to a facsimile machine maintained by the person on whom it is served at the facsimile machine telephone number at last given by that person on any document which he/she has filed in the cause and served on the party making the service. The copy of the document served by facsimile transmission bears a notation of the date and place of transmission and the facsimile telephone number to which transmitted. A confirmation of the transmission containing the facsimile telephone numbers to which the document(s) was/were transmitted will be maintained with the document(s) served.

  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.

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

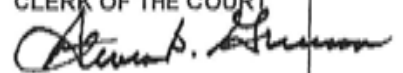
*/s/ Kathleen Bratton*

\_\_\_\_\_  
An Employee of SPRINGEL & FINK LLP

**E-Service Master List**  
**For Case of *Byrne v. Sunridge Builders, Inc., et al.***  
**Case No. A-16-742143-D**

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2 CARRIE E. HURTIK, ESQ.

3 Nevada Bar No. 7028

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5 Nevada Bar No. 9644

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12 jpatterson@hurtiklaw.com

13 Attorneys for Defendant,

14 IVIE MECHANICAL INC.

DISTRICT COURT

CLARK COUNTY, NEVADA

15 JANETTE BYRNE, as Trustee of the UOFM  
16 TRUST,

17 Plaintiffs,

18 vs.

Case No.: A-16-742143-D

Dept. No.: II

ELECTRONIC FILING CASE

NOTICE OF ENTRY OF STIPULATION  
AND ORDER TO DISMISS  
DEFENDANT IVIE MECHANICAL,  
INC. WITH PREJUDICE

19 SUNRIDGE BUILDERS, INC., a Nevada  
20 Corporation; LANDS WEST BUILDERS, INC.,  
21 a Nevada Corporation, AVANTI PRODUCTS,  
22 LLC a Nevada Limited Liability Company;  
23 BRYANT MASONRY, LLC, a Nevada Limited  
24 Liability Company; BSH HOME APPLIANCES  
25 CORPORATION, a Delaware Corporation;  
26 CIRCLE S DEVELOPMENT DBA DECK  
27 SYSTEMS NEVADA, a Nevada Corporation;  
28 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 PROFESSIONALS DOES 101 through 150, and/or SUPPLIER ROES 2 through 50 inclusive,

Defendants.

**NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS  
DEFENDANT IVIE MECHANICAL, INC. WITH PREJUDICE**

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

Please take notice that the ORDER GRANTING STIPULATION TO DISMISS DEFENDANT IVIE MECHANICAL INC. WITH PREJUDICE was filed and entered by the Clerk of the above entitled Court on 04/10/2018, a copy of which is attached hereto as Exhibit "A".

DATED this 11 day of April 2018

**HURTIK LAW & ASSOCIATES**

BY:   
**CARRIE E. HURTIK, ESQ.**

Nevada Bar No. 7028  
**JONATHON R. PATTERSON, ESQ.**

Nevada Bar No. 9644  
7866 West Sahara Avenue  
Las Vegas, Nevada 89117  
Attorney for Defendant,  
IVIE MECHANICAL INC.

1  
2 CERTIFICATE OF SERVICE

3 I HEREBY CERTIFY that on the 11<sup>th</sup> of April 2018 I served a copy of the attached: NOTICE OF  
4 ENTRY OF ORDER TO DISMISS DEFENDANT IVIE MECHANICAL, INC. WITH  
5 PREJUDICE via electronic service to all parties on the Odyssey E-Service Master List.  
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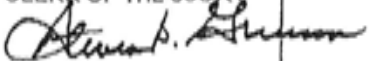
10 

11 Nancy Ramirez, employee of  
12 HURITK LAW & ASSOCIATES  
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# EXHIBIT A



1 STIP

2 CARRIE E. HURTIK, ESQ.

3 Nevada Bar No. 7028

4 JONATHON R. PATTERSON, ESQ.

5 Nevada Bar No. 9644

6 HURTIK LAW & ASSOCIATES

7 7866 West Sahara Avenue

8 Las Vegas, Nevada 89117

9 (702) 966-5200 Telephone

10 (702) 966-5206 Facsimile

11 churtik@hurtiklaw.com

12 jpatterson@hurtiklaw.com

13 Attorneys for Defendant,

14 IVIE MECHANICAL INC.

DISTRICT COURT

CLARK COUNTY, NEVADA

15 JANETTE BYRNE, as Trustee of the UOFM  
16 TRUST,

17 Plaintiffs,

18 vs.

Case No.: A-16-742143-D

Dept. No.: II

ELECTRONIC FILING CASE

STIPULATION AND ORDER TO  
DISMISS DEFENDANT  
IVIE MECHANICAL, INC. WITH  
PREJUDICE

19 SUNRIDGE BUILDERS, INC., a Nevada  
20 Corporation; LANDS WEST BUILDERS, INC.,  
21 a Nevada Corporation, AVANTI PRODUCTS,  
22 LLC a Nevada Limited Liability Company;  
23 BRYANT MASONRY, LLC, a Nevada Limited  
24 Liability Company; BSH HOME APPLIANCES  
25 CORPORATION, a Delaware Corporation;  
26 CIRCLE S DEVELOPMENT DBA DECK  
27 SYSTEMS NEVADA, a Nevada Corporation;  
28 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

APR 03 2018

ORDER- I

1 Nevada Corporation; PYRAMID PLUMBING,  
2 a Nevada Corporation; RIVERA FRAMING  
3 INC. DBA RIVERA FRAMERS, a Nevada  
4 Corporation; S&L ROOFING INC., a Colorado  
5 Corporation; SPRAY PRODUCT  
6 APPLICATIONS, LLC, a Nevada Limited  
7 Liability Company; TRIM TIME LLC DBA  
8 BLITZ CONSTRUCTION, a Nevada Limited  
9 Liability Company; WINDOW  
10 INSTALLATION SPECIALISTS, LLC, a  
11 Nevada Limited Liability Company; DOES 20  
12 through 100; DESIGN PROFESSIONALS  
13 DOES 101 through 150, and/or SUPPLIER  
14 ROES 2 through 50 inclusive,

15 Defendants.


16 STIPULATION AND ORDER TO DISMISS DEFENDANT  
17 IVIE MECHANICAL, INC. WITH PREJUDICE

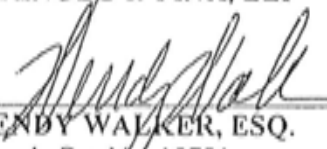
18 COMES NOW, Plaintiff, JANETTE BYRNE, as TRUSTEE OF THE UOFM TRUST  
19 (hereinafter collectively referred to as "Plaintiff"), by and through her counsel of record, SPRINGEL &  
20 FINK, LLP, and Defendant, IVIE MECHANICAL, INC. (hereinafter referred to as "IVIE"), by and  
21 through its counsel of record, HURTIK LAW & ASSOCIATES, and hereby stipulate to dismiss  
22 Plaintiff's claims against IVIE in the above-entitled litigation with prejudice.

23 Plaintiff and IVIE hereby further stipulate and agree that each party shall bear its own attorneys'  
24 fees and costs.

25 HURTIK LAW & ASSOCIATES

26 SPRINGEL & FINK, LLP

27   
28 CARRIE E. HURTIK, ESQ.

27   
28 WENDY WALKER, ESQ.

Nevada Bar No. 7028

Nevada Bar No. 10791

7866 West Sahara Avenue

10655 Park Run Drive, Suite, #275

Las Vegas, Nevada 89117

Las Vegas, Nevada 89144

Attorney for Defendant

Attorneys for Plaintiff,

IVIE MECHANICAL INC.

JANETTE BYRNE, TRUSTEE

Dated: 3/30/18

Dated: 3/30/18

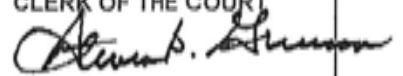
[illegible]

IT IS SO ORDERED this 6<sup>th</sup> day of April, 2018.

Respectfully Submitted by:  
**HURTIK LAW & ASSOCIATES**

Ba

ORDER: 3



1 NVDP  
2 TIMOTHY S. MENTER, ESQ.  
3 Nevada Bar No. 7091  
4 MENTER & WITKIN LLP  
5 19900 MacArthur Blvd., Suite 800  
6 Irvine, California 92612  
7 Telephone: (949) 250-9000  
8 Facsimile: (949) 250-9045  
9 E-Mail: [tmenter@menterwitkinlaw.com](mailto:tmenter@menterwitkinlaw.com)

7 WENDY L. WALKER, ESQ.  
8 Nevada Bar No. 10791  
9 MICHAEL A. ARATA, ESQ.  
10 Nevada Bar No. 11902  
11 SPRINGEL & FINK LLP  
12 10655 Park Run Drive, Suite 275  
13 Las Vegas, Nevada 89144  
14 Telephone: (702) 804-0706  
15 Facsimile: (702) 804-0798  
16 E-Mail: [wwalker@springelfink.com](mailto:wwalker@springelfink.com)  
17 [marata@springelfink.com](mailto:marata@springelfink.com)

18 *Co-Counsel for Plaintiff and per SCR 42.1(2)*

DISTRICT COURT  
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,  
24 a Nevada Limited Liability Company; BRYANT  
25 MASONRY, LLC, a Nevada Limited Liability  
26 Company; BSH HOME APPLIANCES  
27 CORPORATION, a Delaware Corporation;  
28 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

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

PLAINTIFF'S NOTICE OF VOLUNTARY  
DISMISSAL WITHOUT PREJUDICE PURSUANT  
TO NRCP 41(a) OF MOUNTAIN WEST  
ELECTRIC

RECEIVED

OCT 10 2018

CLERK OF THE COURT

1 Nevada Limited Liability Company; IVIE  
2 MECHANICAL INC., a Nevada Corporation;  
3 J.C.W. CONCRETE, INC., a Nevada Corporation;  
4 KARL HENRY LINSENBARDT dba  
5 SIGNATURE DOOR & TRIM; LIFEGUARD  
6 POOL MAINT. dba LIFEGUARD POOLS, a  
7 Nevada Corporation; MOUNTAIN WEST  
8 ELECTRIC, a Nevada Corporation; PRESTIGE  
9 ROOFING, INC., a Nevada Corporation;  
10 PYRAMID PLUMBING, a Nevada Corporation;  
11 RIVERA FRAMING INC. DBA RIVERA  
12 FRAMERS, a Nevada Corporation; S&L  
13 ROOFING, INC., a Colorado Corporation; SPRAY  
14 PRODUCT APPLICATIONS, LLC, a Nevada  
15 Limited Liability Company; TRIM TIME LLC dba  
16 BLITZ CONSTRUCTION, a Nevada Limited  
17 Liability Company; WINDOW INSTALLATION  
18 SPECIALISTS, LLC, a Nevada Limited Liability  
19 Company; DOES 20 through 100; DESIGN  
20 PROFESSIONAL DOES 101 through 150, and/or  
21 SUPPLIER ROES 2 through 50 inclusive,

22 Defendants.

23  
24 SUNRIDGE BUILDERS, INC., a Nevada  
25 Corporation,

26 Cross-Claimant,

27 vs.

28 BRYANT MASONRY. LLC, a Nevada Limited  
29 Liability Company; 4M CORP., a Nevada  
30 Corporation; BSH HOME APPLIANCES  
31 CORPORATION, a Delaware Corporation;  
32 CIRCLE S DEVELOPMENT DBA DECK  
33 SYSTEMS OF NEVADA, a Nevada Corporation;  
34 DMK CONCRETE, INC., a Nevada Corporation;  
35 GENERAL ELECTRIC COMPANY, a Foreign  
36 Corporation; GREEN PLANET LANDSCAPING,  
37 LLC, a Nevada Limited Liability Company; IVIE  
38 MECHANICAL, INC., a Nevada Corporation;  
39 J.C.W. CONCRETE, INC., a Nevada corporation;  
40 LIFEGUARD POOL MAINTENANCE dba  
41 LIFEGUARD POOLS, a Nevada Corporation;

1 MOUNTAIN WEST ELECTRIC, a Nevada  
2 Corporation; PYRAMID PLUMBING, INC.,  
3 Nevada Corporation; RIVERA FRAMING INC., a  
4 Nevada Corporation; S&L ROOFING, INC., a  
5 Nevada Corporation; SPRAY PRODUCT  
6 APPLICATIONS, LLC, Nevada Limited Liability  
7 Company; WINDOW INSTALLATION  
8 SPECIALISTS, LLC. a Nevada Limited Liability  
9 Company, and MOES 1 through 100 and ZOE  
10 CORPORATIONS 1 through 100, inclusive,

11 Cross-Defendants.

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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.

PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL WITHOUT PREJUDICE PURSUANT TO  
NRCP 41(a) OF MOUNTAIN WEST ELECTRIC

Defendant MOUNTAIN WEST ELECTRIC not having filed or served an answer, motion for  
summary judgment or otherwise having appeared herein Plaintiff JANETTE BYRNE, as Trustee of the  
UOFM TRUST requests, authorizes and directs the Clerk of the Court to enter a dismissal without

1 prejudice pursuant to NRCP 41(a) as to Defendant MOUNTAIN WEST ELECTRIC only. Defendant  
2 MOUNTAIN WEST ELECTRIC has incurred no filing fees.

3 DATED this 10th day of October, 2018

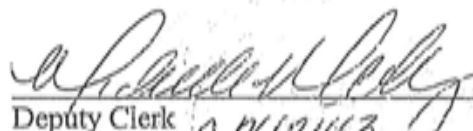
4 SPRINGEL & FINK LLP

5 By: /s/ Wendy L. Walker  
6 WENDY L. WALKER, ESQ.  
7 Nevada Bar No. 10791  
8 MICHAEL A. ARATA, ESQ.  
9 Nevada Bar No. 11902  
10 10655 Park Run Drive, Suite 275  
11 Las Vegas, Nevada 89144  
12 Counsel for Plaintiff

13 On application of Plaintiff JANETTE BYRNE, as Trustee of the UOFM TRUST, no answer,  
14 motion for summary judgment or other appearance having been filed or served by Defendant  
15 MOUNTAIN WEST ELECTRIC, a notice of the dismissal of this action having been duly signed, the  
16 above-entitled action as to Defendant MOUNTAIN WEST ELECTRIC is hereby dismissed without  
17 prejudice pursuant to NRCP 41(a).

18 STEVEN D. GRIERSON  
19 CLERK OF THE COURT  
20 CLERK OF THE COURT

21 By:

22   
23 Deputy Clerk A 742143  
24 Michelle McLarney

25 OCT 11 2018

26 Date

27 Respectfully submitted by:

28 /s/ Wendy L. Walker

29 WENDY L. WALKER, ESQ.  
30 Nevada Bar No. 10791  
31 MICHAEL A. ARATA, ESQ.  
32 Nevada Bar No. 11902  
33 SPRINGEL & FINK LLP  
34 10655 Park Run Drive, Suite 275  
35 Las Vegas, Nevada 89144  
36 Co--Counsel for Plaintiff  
37 JANETTE BYRNE, as Trustee of  
38 the UOFM TRUST and per SCR 42.1



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

STATE OF NEVADA            )  
COUNTY OF CLARK        ) ss.

I, Kathleen Bratton, 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 **October 12, 2018**, I served the foregoing document described as ***PLAINTIFF'S VOLUNTARY DISMISSAL WITHOUT PREJUDICE PURSUANT TO NRCP 41(a) OF MOUNTAIN WEST ELECTRIC***, on the parties/counsel to this case as follows:

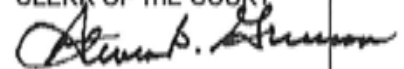
VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the U.S. mail at Las Vegas, NV; being "readily familiar" with the firm's practice of collection and processing correspondence by mailing, and under that practice it would be deposited with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

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 on the following:

***SEE THE COURT'S ELECTRONIC SERVICE LIST***

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

By: /s/ Kathleen Bratton  
An Employee of SPRINGEL & FINK LLP



1 **NOTC**  
2 **RESNICK & LOUIS, P.C.**  
3 **ATHANASIA E. DALACAS, ESQ.**  
4 Nevada Bar No. 9390  
5 [adalacas@rlattorneys.com](mailto:adalacas@rlattorneys.com)  
6 5940 S. Rainbow Blvd.  
7 Las Vegas, NV 89118  
8 Telephone: (702) 997-3800  
9 Facsimile: (702) 997-3800  
10 *Attorneys for Defendant,*  
11 *Sunridge Builders, Inc.*

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JANETTE BYRNE, as Trustee of the UOFM  
TRUST,

Plaintiffs,

v.

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 OF  
NEVADA, 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 AND TRIM;  
LIFEGUARD POOL MAINTENANCE DBA  
LIFEGUARD POOLS, a Nevada Corporation;  
MOUNTAIN WEST ELECTRIC, a Nevada  
Corporation; PRESTIGE ROOFING, INC., a  
Nevada Corporation; PYRAMID PLUMBING,  
INC., Nevada Corporation; RIVERA  
FRAMING INC., a Nevada Corporation; S&L  
ROOFING, INC., a Colorado Corporation;  
SPRAY PRODUCT APPLICATIONS, LLC,  
Nevada Limited Liability Company; TRIM

CASE NO.: A-16-742143-D

DEPT: II

**NOTICE OF VOLUNTARY  
DISMISSAL OF THIRD PARTY  
DEFENDANT JD STAIRS, INC.**

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

5 Defendants.

---

6 SUNRIDGE BUILDERS, INC., a Nevada  
Corporation,

7 Cross-Claimant,

8 v.  
9

10 BRYANT MASONRY, LLC, a Nevada  
Limited Liability Company; 4M CORP., a  
Nevada Corporation; BSH HOME  
11 APPLIANCES CORPORATION, a Delaware  
Corporation; CIRCLE S DEVELOPMENT  
12 DBA DECK SYSTEMS OF NEVADA, a  
Nevada Corporation; DMK CONCRETE,  
13 INC., a Nevada Corporation; GENERAL  
ELECTRIC COMPANY, a Foreign  
14 Corporation; GREEN PLANET  
LANDCAPING, LLC, a Nevada Limited  
15 Liability Company; IVIE MECHANICAL,  
INC., a Nevada Corporation; J.C.W.  
16 CONCRETE, INC., a Nevada corporation;  
LIFEGUARD POOL MAINTENANCE DBA  
17 LIFEGUARD POOLS, a Nevada Corporation;  
MOUNTAIN WEST ELECTRIC, a Nevada  
18 Corporation; PYRAMID PLUMBING, INC.,  
Nevada Corporation; RIVERA FRAMING  
19 INC., a Nevada Corporation; S&L ROOFING,  
INC., a Nevada Corporation; SPRAY  
20 PRODUCT APPLICATIONS, LLC, Nevada  
Limited Liability Company; WINDOW  
21 INSTALLATION SPECIALISTS, LLC, a  
Nevada Limited Liability Company and MOES  
22 1 through 100 and ZOE CORPORATIONS 1  
through 100, inclusive,

23 Cross-Defendants.  
24

---

25 SUNRIDGE BUILDERS, INC., a Nevada  
Corporation,

26 Third Party Plaintiff,  
27

v.

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.

COMES NOW, Third Party Defendant, SUNRIDGE BUILDERS, INC., by and through its counsel of record, ATHANASIA E. DALACAS, ESQ., of the law offices of RESNICK & LOUIS, P.C., pursuant to Nevada Rule of Civil Procedure 41(a) hereby voluntarily dismisses Third Party Defendant, JD STAIRS, INC., without prejudice, only.

DATED this 6<sup>TH</sup> day of July, 2018.

**RESNICK & LOUIS, P.C.**

*/s/ Athanasia E. Dalacas*

ATHANASIA E. DALACAS, ESQ.  
Nevada Bar No. 9390  
5940 S. Rainbow Blvd.  
Las Vegas, NV 89118  
*Attorneys for Defendant,  
Sunridge Builders, Inc.*

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that service of the foregoing **NOTICE OF VOLUNTARY DISMISSAL OF THIRD PARTY DEFENDANT JD STAIRS, INC.** was served this 6<sup>TH</sup> day of July, 2018, by:

☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada, addressed as set forth below.

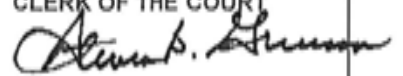
☐ **BY FACSIMILE:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document.

☐ **BY PERSONAL SERVICE:** by causing personal delivery by an employee of Resnick & Louis, P.C. of the document(s) listed above to the person(s) at the address(es) set forth below.

☒ **BY ELECTRONIC SERVICE:** by transmitting via the Court's electronic filing services the document(s) listed above to the Counsel set forth on the service list on this date pursuant to EDCR Rule 7.26(c)(4).

*/s/ Susan Carbone*

\_\_\_\_\_  
An Employee of Resnick & Louis, P.C.



1 **NEOJ**

2 TIMOTHY S. MENTER, ESQ.

3 Nevada Bar No. 7091

4 **MENTER & WITKIN LLP**

5 19900 MacArthur Blvd., Suite 800

6 Irvine, California 92612

7 Telephone: (949) 250-9000

8 Facsimile: (949) 250-9045

9 E-Mail: *tmenter@menterwitkinlaw.com*

10 WENDY L. WALKER, ESQ.

11 Nevada Bar No. 10791

12 MICHAEL A. ARATA, ESQ.

13 Nevada Bar No. 11902

14 **SPRINGEL & FINK LLP**

15 10655 Park Run Drive, Suite 275

16 Las Vegas, Nevada 89144

17 Telephone: (702) 804-0706

18 Facsimile: (702) 804-0798

19 E-Mail: *wwalker@springelfink.com*

20 *marata@springelfink.com*

21 *Co-Counsel for Plaintiff and per SCR 42.1(2)*

22 **DISTRICT COURT**  
23 **CLARK COUNTY, NEVADA**

24 \*\*\*

25 JANETTE BYRNE, as Trustee of the UOFM  
26 TRUST,

27 Plaintiff,

28 vs.

29 SUNRIDGE BUILDERS, INC., a Nevada  
30 Corporation; LANDS WEST BUILDERS, INC., a  
31 Nevada Corporation; AVANTI PRODUCTS, LLC,  
32 a Nevada Limited Liability Company; BRYANT  
33 MASONRY, LLC, a Nevada Limited Liability  
34 Company; BSH HOME APPLIANCES  
35 CORPORATION, a Delaware Corporation;  
36 CIRCLE S DEVELOPMENT DBA DECK  
37 SYSTEMS NEVADA, a Nevada Corporation;  
38 DMK CONCRETE, INC., a Nevada Corporation;  
39 4M CORP., a Nevada Corporation; GENERAL  
40 ELECTRIC COMPANY, a Nevada Corporation;

) Case No.: A-16-742143-D

) Dept. No.: XXXI

) **NOTICE OF ENTRY OF ORDER GRANTING**  
) **DEFAULT JUDGMENT AGAINST J.C.W.**  
) **CONCRETE, INC.**

1 GREEN PLANET LANDSCAPING, LLC, a  
2 Nevada Limited Liability Company; IVIE  
3 MECHANICAL INC., a Nevada Corporation;  
4 J.C.W. CONCRETE, INC., a Nevada Corporation;  
5 KARL HENRY LINSENBARDT dba  
6 SIGNATURE DOOR & TRIM; LIFEGUARD  
7 POOL MAINT. dba LIFEGUARD POOLS, a  
8 Nevada Corporation; MOUNTAIN WEST  
9 ELECTRIC, a Nevada Corporation; PRESTIGE  
10 ROOFING, INC., a Nevada Corporation;  
11 PYRAMID PLUMBING, a Nevada Corporation;  
12 RIVERA FRAMING INC. DBA RIVERA  
13 FRAMERS, a Nevada Corporation; S&L  
14 ROOFING, INC., a Colorado Corporation; SPRAY  
15 PRODUCT APPLICATIONS, LLC, a Nevada  
16 Limited Liability Company; TRIM TIME LLC dba  
17 BLITZ CONSTRUCTION, a Nevada Limited  
18 Liability Company; WINDOW INSTALLATION  
19 SPECIALISTS, LLC, a Nevada Limited Liability  
20 Company; DOES 20 through 100; DESIGN  
21 PROFESSIONAL DOES 101 through 150, and/or  
22 SUPPLIER ROES 2 through 50 inclusive,

23 Defendants.

24  
25 SUNRIDGE BUILDERS, INC., a Nevada  
26 Corporation,

27 Cross-Claimant,

28 vs.

29 BRYANT MASONRY. LLC, a Nevada Limited  
30 Liability Company; 4M CORP., a Nevada  
31 Corporation; BSH HOME APPLIANCES  
32 CORPORATION, a Delaware Corporation;  
33 CIRCLE S DEVELOPMENT DBA DECK  
34 SYSTEMS OF NEVADA, a Nevada Corporation;  
35 DMK CONCRETE, INC., a Nevada Corporation;  
36 GENERAL ELECTRIC COMPANY, a Foreign  
37 Corporation; GREEN PLANET LANDSCAPING,  
38 LLC, a Nevada Limited Liability Company; IVIE  
39 MECHANICAL, INC., a Nevada Corporation;  
40 J.C.W. CONCRETE, INC., a Nevada corporation;  
41 LIFEGUARD POOL MAINTENANCE dba

NOTICE OF ENTRY OF ORDER GRANTING  
DEFAULT JUDGMENT AGAINST J.C.W.  
CONCRETE, INC.

1 LIFEGUARD POOLS, a Nevada Corporation;  
2 MOUNTAIN WEST ELECTRIC, a Nevada  
3 Corporation; PYRAMID PLUMBING, INC.,  
4 Nevada Corporation; RIVERA FRAMING INC., a  
5 Nevada Corporation; S&L ROOFING, INC., a  
6 Nevada Corporation; SPRAY PRODUCT  
7 APPLICATIONS, LLC, Nevada Limited Liability  
8 Company; WINDOW INSTALLATION  
9 SPECIALISTS, LLC. a Nevada Limited Liability  
10 Company, and MOES 1 through 100 and ZOE  
11 CORPORATIONS 1 through 100, inclusive,

12 Cross-Defendants.

13  
14 SUNRIDGE BUILDERS, INC., a Nevada  
15 Corporation,

16 Third-Party Plaintiff,

17 vs.

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

Third-Party Defendants.

**NOTICE OF ENTRY OF ORDER GRANTING DEFAULT JUDGMENT AGAINST J.C.W.  
CONCRETE, INC.**

PLEASE TAKE NOTICE that on the 19<sup>th</sup> day of October, 2018, the Court entered the Order  
Granting Default Judgment J.C.W. Concrete, Inc., in the above-captioned case, a copy

///



1 of which is attached hereto.

2 DATED this 25<sup>th</sup> day of October, 2018.

3 **SPRINGEL & FINK LLP**

4 */s/ Wendy L. Walker*

5 By:

6 WENDY L. WALKER, ESQ.

7 Nevada Bar No. 10791

8 MICHAEL A. ARATA, ESQ.

9 Nevada Bar No. 11902

10 10655 Park Run Drive, Suite 275

11 Las Vegas, Nevada 89144

12 *Co--Counsel for Plaintiff*

13 *JANETTE BYRNE, as Trustee of*

14 *the UOFM TRUST*

15 *and per SCR 42.1*

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

STATE OF NEVADA        }  
COUNTY OF CLARK        } ss.

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 **October 25, 2018**, I served the foregoing document described as ***NOTICE OF ENTRY OF ORDER GRANTING DEFAULT JUDGMENT AGAINST J.C.W. CONCRETE, INC.***, 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

**E-Service Master List**  
***Byrne v. Sunridge Builders, Inc., et al.***  
**Case No. A-16-742143-D**

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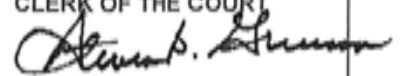
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22 *Co-Counsel for Plaintiff and per SCR 42.1(2)*

23  
24 DISTRICT COURT  
25 CLARK COUNTY, NEVADA  
26 \*\*\*

27 JANETTE BYRNE, as Trustee of the UOFM  
28 TRUST,

Plaintiff,

vs.

29 SUNRIDGE BUILDERS, INC., a Nevada  
30 Corporation; LANDS WEST BUILDERS, INC., a  
31 Nevada Corporation; AVANTI PRODUCTS, LLC,  
32 a Nevada Limited Liability Company; BRYANT  
33 MASONRY, LLC, a Nevada Limited Liability  
34 Company; BSH HOME APPLIANCES  
35 CORPORATION, a Delaware Corporation;  
36 CIRCLE S DEVELOPMENT DBA DECK

CASE NO.: A-16-742143-D

Dept. No.: XXXI

ORDER GRANTING DEFAULT JUDGMENT  
AGAINST J.C.W. CONCRETE, INC.

1 SYSTEMS NEVADA, a Nevada Corporation;  
2 DMK CONCRETE, INC., a Nevada Corporation;  
3 4M CORP., a Nevada Corporation; GENERAL  
4 ELECTRIC COMPANY, a Nevada Corporation;  
5 GREEN PLANET LANDSCAPING, LLC, a  
6 Nevada Limited Liability Company; IVIE  
7 MECHANICAL INC., a Nevada Corporation;  
8 J.C.W. CONCRETE, INC., a Nevada Corporation;  
9 KARL HENRY LINSENBARDT dba  
10 SIGNATURE DOOR & TRIM; LIFEGUARD  
11 POOL MAINT. dba LIFEGUARD POOLS, a  
12 Nevada Corporation; MOUNTAIN WEST  
13 ELECTRIC, a Nevada Corporation; PRESTIGE  
14 ROOFING, INC., a Nevada Corporation;  
15 PYRAMID PLUMBING, a Nevada Corporation;  
16 RIVERA FRAMING INC. DBA RIVERA  
17 FRAMERS, a Nevada Corporation; S&L  
18 ROOFING, INC., a Colorado Corporation; SPRAY  
19 PRODUCT APPLICATIONS, LLC, a Nevada  
20 Limited Liability Company; TRIM TIME LLC dba  
21 BLITZ CONSTRUCTION, a Nevada Limited  
22 Liability Company; WINDOW INSTALLATION  
23 SPECIALISTS, LLC, a Nevada Limited Liability  
24 Company; DOES 20 through 100; DESIGN  
25 PROFESSIONAL DOES 101 through 150, and/or  
26 SUPPLIER ROES 2 through 50 inclusive,

27 Defendants.

28 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.

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ORDER GRANTING DEFAULT JUDGMENT  
AGAINST J.C.W. CONCRETE, INC.

vs.

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

27 Third-Party Defendants.

28 This matter having been heard in Court on September 12, 2018, and upon further review of all  
29 pleadings and supplemental briefing by this Court on September 28, 2018,

///

*Byrne vs. Sunridge Builders, et al.*  
District Court Case # A-16-742143-D  
Order Granting Default Judgment Against JCW Concrete, Inc.

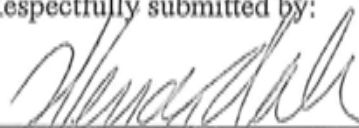
IT IS HEREBY ORDERED that:

1. Plaintiff JANETTE BYRNE, as Trustee of the UOFM TRUST ("Plaintiff") is hereby awarded Judgment for damages against J.C.W. Concrete, Inc. ("JCW") in the amount of \$132,391.41;
2. Plaintiff is hereby awarded attorney's fees against JCW in the amount of \$75,680.39;
3. Plaintiff is hereby awarded costs against JCW in the amount of \$2,200.69;
4. Plaintiff is hereby awarded expert fees against JCW in the amount of \$16,768.68; and
5. Therefore, Plaintiff is awarded a total Default Judgment against J.C.W. Concrete, Inc. in the amount of \$227,041.17 in the above-captioned case.

DATED this 15 day of October, 2018

  
JOANNA S. KISHNER  
DISTRICT COURT JUDGE

Respectfully submitted by:

  
WENDY L. WALKER, ESQ.

Nevada Bar No. 10791

MICHAEL A. ARATA, ESQ.

Nevada Bar No. 11902

SPRINGEL & FINK LLP

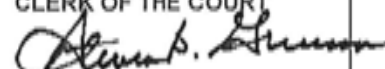
10655-Park Run Drive, Suite 275

Las Vegas, Nevada 89144

Co-Counsel for Plaintiff

JANETTE BYRNE, as Trustee of the

UOFM TRUST and per SCR 42.1



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3 Nevada Bar No. 7091

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21 *Co-Counsel for Plaintiff and per SCR 42.1(2)*

22 **DISTRICT COURT**  
23 **CLARK COUNTY, NEVADA**

24 \*\*\*

25 JANETTE BYRNE, as Trustee of the UOFM  
26 TRUST,

27 Plaintiff,

28 vs.

) Case No.: A-16-742143-D

) Dept. No.: XXXI

) **NOTICE OF ENTRY OF ORDER GRANTING**

) **DEFAULT JUDGMENT AGAINST WINDOW**

) **INSTALLATION SPECIALISTS, LLC**

29 SUNRIDGE BUILDERS, INC., a Nevada  
30 Corporation; LANDS WEST BUILDERS, INC., a  
31 Nevada Corporation; AVANTI PRODUCTS, LLC,  
32 a Nevada Limited Liability Company; BRYANT  
33 MASONRY, LLC, a Nevada Limited Liability  
34 Company; BSH HOME APPLIANCES  
35 CORPORATION, a Delaware Corporation;  
36 CIRCLE S DEVELOPMENT DBA DECK  
37 SYSTEMS NEVADA, a Nevada Corporation;  
38 DMK CONCRETE, INC., a Nevada Corporation;  
39 4M CORP., a Nevada Corporation; GENERAL  
40 ELECTRIC COMPANY, a Nevada Corporation;

1 GREEN PLANET LANDSCAPING, LLC, a  
2 Nevada Limited Liability Company; IVIE  
3 MECHANICAL INC., a Nevada Corporation;  
4 J.C.W. CONCRETE, INC., a Nevada Corporation;  
5 KARL HENRY LINSENBARDT dba  
6 SIGNATURE DOOR & TRIM; LIFEGUARD  
7 POOL MAINT. dba LIFEGUARD POOLS, a  
8 Nevada Corporation; MOUNTAIN WEST  
9 ELECTRIC, a Nevada Corporation; PRESTIGE  
10 ROOFING, INC., a Nevada Corporation;  
11 PYRAMID PLUMBING, a Nevada Corporation;  
12 RIVERA FRAMING INC. DBA RIVERA  
13 FRAMERS, a Nevada Corporation; S&L  
14 ROOFING, INC., a Colorado Corporation; SPRAY  
15 PRODUCT APPLICATIONS, LLC, a Nevada  
16 Limited Liability Company; TRIM TIME LLC dba  
17 BLITZ CONSTRUCTION, a Nevada Limited  
18 Liability Company; WINDOW INSTALLATION  
19 SPECIALISTS, LLC, a Nevada Limited Liability  
20 Company; DOES 20 through 100; DESIGN  
21 PROFESSIONAL DOES 101 through 150, and/or  
22 SUPPLIER ROES 2 through 50 inclusive,

23 Defendants.

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25 

---

SUNRIDGE BUILDERS, INC., a Nevada  
26 Corporation,

27 Cross-Claimant,

28 vs.

29 BRYANT MASONRY. LLC, a Nevada Limited  
30 Liability Company; 4M CORP., a Nevada  
31 Corporation; BSH HOME APPLIANCES  
32 CORPORATION, a Delaware Corporation;  
33 CIRCLE S DEVELOPMENT DBA DECK  
34 SYSTEMS OF NEVADA, a Nevada Corporation;  
35 DMK CONCRETE, INC., a Nevada Corporation;  
36 GENERAL ELECTRIC COMPANY, a Foreign  
37 Corporation; GREEN PLANET LANDSCAPING,  
38 LLC, a Nevada Limited Liability Company; IVIE  
39 MECHANICAL, INC., a Nevada Corporation;  
40 J.C.W. CONCRETE, INC., a Nevada corporation;  
41 LIFEGUARD POOL MAINTENANCE dba

NOTICE OF ENTRY OF ORDER GRANTING  
DEFAULT JUDGMENT AGAINST WINDOW  
INSTALLATION SPECIALISTS, LLC

1 LIFEGUARD POOLS, a Nevada Corporation;  
2 MOUNTAIN WEST ELECTRIC, a Nevada  
Corporation; PYRAMID PLUMBING, INC.,  
3 Nevada Corporation; RIVERA FRAMING INC., a  
Nevada Corporation; S&L ROOFING, INC., a  
4 Nevada Corporation; SPRAY PRODUCT  
APPLICATIONS, LLC, Nevada Limited Liability  
5 Company; WINDOW INSTALLATION  
SPECIALISTS, LLC, a Nevada Limited Liability  
6 Company, and MOES 1 through 100 and ZOE  
CORPORATIONS 1 through 100, inclusive,

8 Cross-Defendants.

9  
10 SUNRIDGE BUILDERS, INC., a Nevada  
Corporation,

11 Third-Party Plaintiff,

12 vs.

13  
14 BRANDON IRON, INC., a Nevada Corporation;  
EARTHCORE INDUSTRIES, LLC, a Nevada  
15 Limited Liability Company; HARDY CABINETS  
INC., dba ARTESIA CABINETS, a Nevada  
16 Corporation; J.C.W. CONCRETE, INC., a Nevada  
Corporation; JD STAIRS, INC., a Nevada  
17 Corporation; PIECE OF THE ROCK, a Nevada  
Corporation; WHITE FEATHER DRYWALL &  
18 PAINT, an Unknown Business Entity; and MOES  
19 101 through 150 and ZOE CORPORATIONS 101  
through 150, inclusive,

20  
21 Third-Party Defendants.

22  
23 **NOTICE OF ENTRY OF ORDER GRANTING DEFAULT JUDGMENT AGAINST WINDOW**  
24 **INSTALLATION SPECIALISTS, LLC**

25 PLEASE TAKE NOTICE that on the 19<sup>th</sup> day of October, 2018, the Court entered the Order  
26 Granting Default Judgment Against Window Installation Specialists, LLC, in the above-captioned case, a  
27 copy

28 ///

1  
2 of which is attached hereto.

3 DATED this 25th day of October, 2018.

4 **SPRINGEL & FINK LLP**

5 */s/ Wendy L. Walker*

6 By:

7 WENDY L. WALKER, ESQ.

8 Nevada Bar No. 10791

9 MICHAEL A. ARATA, ESQ.

10 Nevada Bar No. 11902

11 10655 Park Run Drive, Suite 275

12 Las Vegas, Nevada 89144

13 *Co--Counsel for Plaintiff*

14 *JANETTE BYRNE, as Trustee of*

15 *the UOFM TRUST*

16 *and per SCR 42.1*

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

STATE OF NEVADA            )  
COUNTY OF CLARK        ) ss.

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 **October 25, 2018**, I served the foregoing document described as ***NOTICE OF ENTRY OF ORDER GRANTING DEFAULT JUDGMENT AGAINST WINDOW INSTALLATION SPECIALISTS, LLC***, 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

**E-Service Master List**  
***Byrne v. Sunridge Builders, Inc., et al.***  
**Case No. A-16-742143-D**

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23 DISTRICT COURT  
24 CLARK COUNTY, NEVADA  
25 \*\*\*

26 JANETTE BYRNE, as Trustee of the UOFM  
27 TRUST,

28 Plaintiff,

vs.

29 SUNRIDGE BUILDERS, INC., a Nevada  
30 Corporation; LANDS WEST BUILDERS, INC., a  
31 Nevada Corporation; AVANTI PRODUCTS, LLC,  
32 a Nevada Limited Liability Company; BRYANT  
33 MASONRY, LLC, a Nevada Limited Liability  
34 Company; BSH HOME APPLIANCES  
35 CORPORATION, a Delaware Corporation;  
36 CIRCLE S DEVELOPMENT DBA DECK

CASE NO.: A-16-742143-D

Dept. No.: XXXI

ORDER GRANTING DEFAULT JUDGMENT  
AGAINST WINDOW INSTALLATION  
SPECIALISTS, LLC

*WJ*

1           9.     For such other and further relief as the Court may deem just, equitable, and  
2 proper.

3  
4           DATED this 30 day of March, 2017.

5                               RESNICK & LOUIS, P.C.

6                               *A E Dalacas*

7                               LENA M. LOUIS, ESQ.

8                               Nevada Bar No. 6398

9                               ATHANASIA E. DALACAS, ESQ.

10                              Nevada Bar No. 9390

11                              5940 S. Rainbow Blvd.

12                              Las Vegas, NV 89118

13                              Attorneys for Defendant/Cross-Claimant/

14                              Third Party Plaintiff

15                              Sunridge Builders, Inc.

CERTIFICATE OF SERVICE

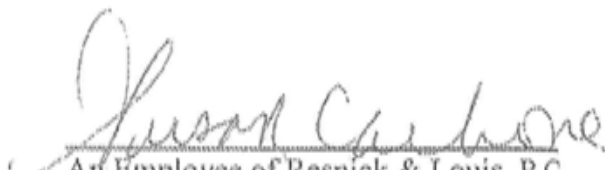
I HEREBY CERTIFY that service of the foregoing DEFENDANT/CROSS-CLAIMANT/ THIRD PARTY PLAINTIFF SUNRIDGE BUILDERS, INC.'S ANSWER TO SECOND AMENDED COMPLAINT AND CROSS CLAIM AND THIRD PARTY COMPLAINT was served this 31 day of March, 2017, by:

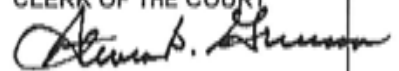
☐ BY U.S. MAIL: by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada, addressed as set forth below.

☐ BY FACSIMILE: by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document.

☐ BY PERSONAL SERVICE: by causing personal delivery by an employee of Resnick & Louis, P.C. of the document(s) listed above to the person(s) at the address(es) set forth below.

☒ BY ELECTRONIC SERVICE: by transmitting via the Court's electronic filing services the document(s) listed above to the Counsel set forth on the service list on this date pursuant to EDCR Rule 7.26(c)(4).

  
An Employee of Resnick & Louis, P.C.



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*Co-Counsel for Plaintiff and per SCR 42.1(2)*

**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;

) Case No.: A-16-742143-D

) Dept. No.: II

) **PLAINTIFF'S MOTION TO ALTER OR AMEND  
JUDGMENT UNDER NRCP 59(e)**

1 J.C.W. CONCRETE, INC., a Nevada Corporation; )  
2 KARL HENRY LINSNBARDT DBA )  
3 SIGNATURE DOOR & TRIM; LIFEGUARD )  
4 POOL MAINT. DBA LIFEGUARD POOLS, a )  
5 Nevada Corporation; MOUNTAIN WEST )  
6 ELECTRIC, a Nevada Corporation; )  
7 PRESTIGE ROOFING, INC., a Nevada )  
8 Corporation; PYRAMID PLUMBING, a Nevada )  
9 Corporation; RIVERA FRAMING INC. DBA )  
10 RIVERA FRAMERS, a Nevada Corporation; S&L )  
11 ROOFING, INC., a Colorado Corporation; SPRAY )  
12 PRODUCT APPLICATIONS, LLC, a Nevada )  
13 Limited Liability Company; TRIM TIME LLC )  
14 DBA BLITZ CONSTRUCTION, a Nevada )  
15 Limited Liability Company; WINDOW )  
16 INSTALLATION SPECIALISTS, LLC, a Nevada )  
17 Limited Liability Company; DOES 20 through )  
18 100; DESIGN PROFESSIONAL DOES 101 )  
19 through 150, and/or SUPPLIER ROES 2 through )  
20 50 inclusive, )

21 Defendants. )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )

29 **PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT UNDER NRCP 59(e)**

30 COMES NOW, Plaintiff, JANETTE BYRNE, as Trustee of the UOFM TRUST (hereinafter  
31 "TRUST"), by and through its counsel of record, the law firms of Menter & Witken LLP and Springel &  
32 Fink LLP, hereby files this Motion to Alter or Amend Judgment Under NRCP 59(e). This Motion is  
33 based on the attached Points and Authorities, together with all other pleadings and papers on file herein,  
34 which are hereby incorporated by reference, and upon such oral argument as this Honorable Court will  
35 permit at the hearing on this matter.

36 DATED this 21st day of November, 2017.

37 SPRINGEL & FINK LLP

38 /s/ Wendy L. Walker, Esq.

39 By:

40 ADAM H. SPRINGEL, ESQ.  
41 Nevada Bar No. 7187  
42 WENDY L. WALKER, ESQ.  
43 Nevada Bar No. 10791  
44 10655 Park Run Drive, Suite 275  
45 Las Vegas, Nevada 89144  
46 Co-Counsel for Plaintiff and per  
47 SCR 42.1(2)



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TO: ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

PLEASE TAKE NOTICE that Plaintiff will bring its Motion to Alter or Amend Judgment Under  
 NRCP 59(e),) for hearing on the 27 day of Dec., 2017, at the hour of \_\_\_\_\_.m., or as soon  
 thereafter as counsel may be heard, in Department II of the Eighth Judicial District Court, located at the  
 Regional Justice Center, 200 Lewis Avenue, in Las Vegas, Nevada.

DATED this 21st day of November, 2017.

SPRINGEL & FINK LLP

/s/ Wendy L. Walker, Esq.

By:

ADAM H. SPRINGEL, ESQ.

Nevada Bar No. 7187

WENDY L. WALKER, ESQ.

Nevada Bar No. 10791

10655 Park Run Drive, Suite 275

Las Vegas, Nevada 89144

*Co-Counsel for Plaintiff and per  
SCR 42.1(2)*

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. LEGAL AUTHORITY TO ALTER OR AMEND THE EXISTING SUMMARY JUDGMENT  
3 ORDER

4 NRCp 59(e) allows this Court to alter or amend its existing November 6, 2017 Order Granting  
5 Defendants Summary Judgment in four situations: “(1) where the motion is necessary to correct  
6 ‘manifest errors of law or fact upon which the judgment rests;’ (2) where the motion is necessary to  
7 present newly discovered or previously unavailable evidence; (3) where the motion is necessary to  
8 ‘prevent manifest injustice;’ and (4) where the amendment is justified by an intervening change in  
9 controlling law. *Stevo Design, Inc. v. SBR Mktg. Ltd.*, 919 F. Supp. 2d 1112, 1117 (D. Nev. 2013)  
10 (citations omitted). Here, the existing Order contains both manifest errors of law and fact and altering or  
11 amending the judgment is necessary to prevent manifest injustice.’ The Court’s November 6, 2017 Order  
12 Granting Defendant Summary Judgment is inconsistent with the clear meaning of NRS 11.202, AB 125  
13 and NRS 40.695.

14 II. STATEMENT OF FACTS

15 This construction defect lawsuit involves the single-family residence located at 578 Lairmont  
16 Place in Henderson, Nevada (hereinafter the “Residence”). This Court, without ruling on the evidentiary  
17 objections to clearly forged evidence, determined the Residence was substantially completed on May 26,  
18 2009. Plaintiff, the UOFM Trust (hereinafter the “Trust”), bought the Residence on February 28, 2012.  
19 Immediately thereafter, and through 2014, as supported by the uncontested evidence in Adam Springel’s  
20 Affidavit Supporting the Trust’s Opposition, Lands West Builders, Inc. (hereinafter “Lands West”) made  
21 significant repairs to numerous defective aspects of the Residence, yet these defects remain  
22 because the repairs were ineffective. The Court’s Order not only fails to address these uncontested facts,  
23 it also fails to recognize that these “alterations” to the Residence commence a new six-year period of  
24 repose as to every area where defective or ineffective repairs took place.

25 ///

26  
27 \_\_\_\_\_  
28 <sup>1</sup> It should be noted prior to this case being administratively transferred from Judge Williams’ department, that a motion for preferential trial setting was granted given the extensive damage to this home. Derailing this case for years while the obvious error is corrected on appeal will only exponentially increase the damage to the home as water intrusion continues to destroy its various components.

1 **III. ARGUMENT**

2 **A. Plaintiff's Chapter 40 Notice Tolloed the Statute of Limitations**

3 The statute of repose for a construction defect claim commences upon a residence's substantial  
4 completion. Here, the Court concluded the Residence at issue was substantially completed May 26,  
5 2009, a point in time when the statute of repose to bring a claim for latent construction defects was 10-  
6 years.<sup>2</sup> This meant a "Chapter 40 Notice," not a Complaint, had to be issued within 10-years, at which  
7 point NRS 40.695 would toll the statute of repose until the pre-litigation process concluded. So long as  
8 the complaint was then filed with the 10-year timeframe plus the duration of the tolling period, then the  
9 complaint would be timely. But in 2015, AB 125 retroactively shortened the period of repose to bring a  
10 construction defect claim from ten-years to six-years. Moreover, to survive a constitutional challenge  
11 from divesting claimants of existing accrued claims from losing their right to sue under the newly  
12 shortened statute of repose, AB125 also provided a *one-year grace period* to commence an action that  
13 had already accrued (*i.e.*, every house completed within ten-years of AB125's enactment had an existing  
14 accrued claim). The Legislature amended NRS 40.695 as part of AB125, but the amendment did not  
15 change NRS 40.695's intent to toll all statute of limitation and repose during the mandatory pre-  
16 litigation process.

17 In granting summary judgment, this Court ruled that Plaintiff's Chapter 40 Notice did not toll the  
18 limitations period established by AB 125 (extending the six year statute with a one year grace period),  
19 but that the tolling provisions of NRS 40.695 only apply to a notice that is filed within six years of the  
20 date of completion. Thus, this Court concluded that Plaintiff's Notice was untimely because, although  
21 filed during the one-year grace period, it was not filed within 6 years of the date of completion (May 26,  
22 2015, just 93 days after NRS 11.202 went into effect). For the reasons discussed below, this Court's  
23 decision is contrary to the plain text of NRS 11.202, AB 125 and NRS 40.695, discordant with the  
24 recognized design and purpose of those sections, and inconsistent with existing federal and state district  
25 court decisions.

26  
27  
28 <sup>2</sup> This decision must have been based on inadmissible forged evidence submitted by Lands West's principal without ruling on Plaintiff's evidentiary objections.

1 NRS 40.695 clearly states on its face that all applicable statutes of limitation and repose are  
2 tolled until the earlier of one year or 30-days after the pre-litigation Mediation concludes. If the  
3 Legislature did not intend for tolling to apply to the grace period it would have expressly said so.

4 Statutes of limitation and repose are, by their nature, aimed at creating the final date by which  
5 the complaint must be filed. If a statute creates a grace period, then the grace period logically must be  
6 considered to be part of the statute of limitations/repose. Accordingly, the only effective limitation on  
7 the filing of an action is the final deadline for filing the complaint, and any act that triggers tolling in any  
8 context should, unless explicitly qualified, always be effective if performed before the final complaint  
9 deadline.

10 Additionally, as a practical matter, the purpose of any tolling provision is to allow the claimant to  
11 have additional time to file a complaint in order to effectuate the policies behind the tolling statute. Here  
12 the express purpose of NRS 40.695 is to give the builder the right to repair and to also give pre-litigation  
13 Mediation a chance to succeed before clogging the court with unnecessary lawsuits. Since the express  
14 purpose of NRS 40.695 is to extend the time for filing a complaint for construction defects until after the  
15 pre-litigation process concludes (or for one year if earlier), and the Trust' s Complaint did not need to  
16 be filed until February 24, 2016, the only way to effectuate the purpose of NRS 40.695 is to apply the  
17 tolling statute to a pre-litigation notice that was filed before the deadline to file the complaint. That is  
18 precisely what happened here - and is precisely why the Court' s Order is incorrect.

19 Although the Order limits the application of the tolling statute in contravention of the legislative  
20 purpose - to keep the case out of court until Mediation has failed -- there is nothing in the Order that  
21 explains why the Court believed that the tolling statute does not apply to a notice filed during the grace  
22 period. And the effect of the Order is simply to eliminate the ability of claimants like Plaintiff to wait  
23 until the end of the tolling period before incurring the (potentially avoidable) expense of filing a  
24 complaint. Significantly, it does not appear that any other District Courts (either federal or state) has  
25 reached the same conclusion as this Court in interpreting these related provisions.

1 This Court's reliance on by the *Dykema*<sup>3</sup> decision is also misplaced. That case makes it clear  
2 that the act necessary to toll an action must be performed before the end of the limitations period, which  
3 here is extended by the grace period to February 24, 2016.

4 The Order is also incongruous with the principle that *grace periods themselves are typically held*  
5 *to be subject to tolling*.<sup>4</sup> This is hardly surprising. Grace periods, after all, are merely special periods of  
6 limitations or repose. Hence, if the underlying deadlines are tolled, so too are the accompanying grace  
7 periods.

8 This result is reinforced by considerations of judicial and public policy. In *Locke v. Bonello*,<sup>5</sup> for  
9 example, plaintiffs filed suit in Illinois state court, but then voluntarily dismissed the action on  
10 November 1, 1988. The defendants appealed, and the appellate court affirmed, issuing its mandate on  
11 October 30, 1989. On March 21, 1990, the plaintiffs refiled their suit in federal court, but the trial court  
12 dismissed the action on the ground it was barred by the statute of limitations. At the time, Illinois law  
13 allowed a one-year grace period to refile actions that had been voluntarily dismissed, and the court held  
14 that the plaintiffs had not refiled their action within one year of the November 1, 1988 dismissal. The  
15 federal appeals court, however, reversed. An Illinois abatement statute forbade plaintiffs from refiling  
16 their action while the state court appeal was pending. Had they brought suit before the appeal ended,  
17 their case would have been dismissed. The federal appeals court therefore held that the abatement statute  
18 tolled the one-year grace period while the state court appeal was pending. To hold otherwise, the court  
19 explained, "would give a defendant in this situation the keys to the courthouse" because defendants  
20 could use the abatement statute to obstruct plaintiffs from filing within the grace period.<sup>6</sup>

21 A similar situation exists here. In theory, AB125's grace period allows owners with defect claims  
22 accruing before February 25, 2015 only one full year to file suit. But NRS 40.645(1) forbids claimants  
23 from filing that suit until they complete the pre-litigation process. During the pre-litigation process, their

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24 <sup>3</sup> *Dykema v. Del Webb Communities, Inc.*, 132 Nev. Adv. Op. 82, 385 P.3d 977, 979 (2016).

25 <sup>4</sup> *Smith v. McGinnis*, 208 F.3d 13, 15 (2d. Cir. 2000); *Locke v. Bonello*, 965 F.2d 534, 536-37 (7<sup>th</sup> Cir. 1992); *Doe v. Jayark*  
26 *Corp.*, 84 F.Supp.3d 609, 614-17 (E.D. Mich. 2015); *Reid v. Spazio*, 970 A.2d 176, 181-82 (Del. 2009).

27 <sup>5</sup> 965 F.2d 534.

28 <sup>6</sup> 965 F.2d at 536.

1 hands are tied; by law, they *cannot* commence an action. Worse still, builders can prolong the Chapter  
2 40 pre-litigation process until after the grace period expires, thereby waiting out the clock. This is  
3 precisely the inequity denounced in *Locke v. Bonello*. Under these circumstances, tolling the underlying  
4 repose period but not the grace period would, as the *Locke* court aptly concluded, “give a defendant in  
5 this situation the keys to the courthouse.” It is implausible, and would render the newly created statute of  
6 repose unconstitutional (as explained in detail in the original Opposition), that the Legislature intended  
7 such a draconian anomaly, especially when the Legislature knew similar prior amendments to the statute  
8 of repose were struck down as unconstitutional on three separate occasions. Hence, even if owners of  
9 homes substantially completed more than 6-years before service of the Chapter 40 notice were obligated  
10 to file suit within the one-year grace period, that grace period is tolled during the Chapter 40 pre-  
11 litigation process.

12 **B. The Order is Internally Inconsistent**

13 The Order acknowledges that the deadline for filing Plaintiff’s complaint was February 24, 2016,  
14 but inexplicably identified May 26, 2015 as the deadline that applies to the filing of the notice. In this  
15 connection, the Order states that:

- 16 • “the claimant could still bring an action if commenced by February 24, 2016. Claimant  
17 failed to meet this deadline.”<sup>7</sup>  
18 • “the six-year statute of repose applied to claimant’s claim accruing on May 26, 2009,  
19 would have given a deadline of May 26, 2015 [to file a Complaint].

20 For all of the reasons discussed above, the only deadline for filing the complaint was February  
21 24, 2016. The date relied upon by this Court, May 26, 2015, simply has no arguable significance under  
22 the current statutory scheme. Since the Legislature allowed plaintiff until February 24, 2016 within  
23 which to file her complaint, there is no textual or logical reason for imposing a deadline of May 26,  
24 2015 with respect to the operation of the tolling provisions of NRS 40.695.

25 Furthermore, it should be noted that the statutory interpretation that forms the basis of this  
26 Court’s decision will have anomalous and arbitrary consequences that are incompatible with the purpose  
27 of the tolling provision and the Mediation scheme. First, if tolling does not apply to notices filed in the

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 <sup>7</sup> See Order at 3:3; and See 3:20.

1 extended grace period, but only to those filed within the six-year base period, a claimant whose six years  
2 expired before February 24, 2015 would not receive the benefit of tolling at all if they had not filed their  
3 notice before the date when the new statute became effective. Thus, as to claimants whose date of  
4 completion was prior to February 24, 2009, the effect of NRS 11.202 under this Court's interpretation  
5 would be to eliminate the effect of NRS 40.695 completely, and neither the claimant nor the court would  
6 have the benefit of the tolling provision (notwithstanding the grace period enacted by the Legislature).

7 The second consequence would be that some claimants (particularly those for whom the six year  
8 period would expire in the first half of 2015) would need to file their notice very early in the grace  
9 period in order to get the benefit of the tolling period. So even though the Legislature provided a grace  
10 period, some claimants would need to rush to prepare and file notices, while other claimants could wait  
11 until the latter half of the year. This places an arbitrary and additional burden on those claimants whose  
12 date of substantial of substantial completion happened to be earlier than the middle of 2009.

13 Third, and most importantly, this Court's interpretation undermines the central purpose of the  
14 tolling provision. It forces claimants in Plaintiff's position to file a complaint by February 24, 2016  
15 simply because they did not file a notice within six years. There is nothing in the new statutory scheme,  
16 however, that implies that the Legislature did not intend to continue to extend the deadline for filing the  
17 complaint until after Mediation had been completed (or for one year if earlier). Indeed, under NRS  
18 40.645, complaints must still be dismissed if they are filed too soon before the end of the grace period.

19 Lastly, even if the statutes were reasonably susceptible to the interpretation given by this Court,  
20 it is submitted that this Court should consider the issue of interpretation in light of what a claimant  
21 standing in Plaintiff's shoes might reasonably construe the statutes to mean. At the very least, one could  
22 reasonably read the statutes together as providing that, since the complaint may be filed until February  
23 24, 2016, a notice filed at any time prior to that date would toll the limitations period. The result  
24 reached by this Court leaves a claimant such as Plaintiff without any remedy and results in a complete  
25 loss of her claim. As a matter of due process and fundamental fairness, no claimant who relies on a  
26 reasonable interpretation of the law should be deemed to have forfeited their claim. As the Nevada  
27 Supreme Court has noted on numerous occasions, procedural rules should never be interpreted in a  
28 manner that creates inescapable traps for the unwary. Indeed, it has long been the overriding policy of

1 the Nevada Supreme Court that cases should, whenever possible, be decided on their merits and not by  
2 default. However, as a result of this Court's order, Plaintiff has been barred from seeking justice despite  
3 having made every reasonable attempt to pursue her claim in compliance with Chapter 40.

4 **C. The Court's Order Entirely Ignores the Undisputed Facts Proving the Residence was**  
5 **Altered by Defendants Within the Past Six Years**

6 Section V(B) of Plaintiff's Opposition clearly explained that after Claimant moved into the  
7 Residence, Defendant Lands West made significant "alterations" to the Residence between 2012 and  
8 2014.<sup>8</sup> Under NRS § 40.615, a "constructional defect" is a defect in the construction of a new residence,  
9 or in the alteration or repair of an existing residence.<sup>9</sup> Without explanation, the Court's Order entirely  
10 ignores the legal impact of these extensive repairs, which commence a new six-year period of repose  
11 under Chapter 40. Because both the Chapter 40 Notice and the Complaint were filed within 6-years of  
12 these 2012 to 2014 alterations, summary judgment must be denied as to Lands West. Moreover, Plaintiff  
13 alleged in the Complaint that Lands West and Sunridge Builders, Inc. ("Sunridge") are alter egos and  
14 nothing in the summary judgment motion sought to disprove this point. Thus, summary judgment is  
15 unsupportable as to Lands West and Sunridge due to their defective repairs to the Residence that  
16 commenced a new 6-year period of repose to file the Complaint.

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25 <sup>8</sup> As noted in Plaintiff's original Opposition:

26 Lands West began making repairs in 2012 [SS # 5] through 2014 [SS # 8] to multiple locations in the home  
27 including attempts to repair the multiple sources of water intrusion. [SS # 9]. As new construction under  
28 Chapter 40, any constructional defect claims regarding the repairs would not be barred by NRS § 11.202's  
6-year statute of repose. Thus, there are triable issues of fact regarding which portions of the residence, and  
which alleged defects, were impacted by Lands West's repairs.

<sup>9</sup> See also *Westpark Associates, LLC v. Eighth Judicial Dist. Court of State ex rel. County of Clark*, 281 P.3d 1230 (Nev. 2009).



1 **V. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests the Court to alter or amend its recent  
3 judgment, or alternatively, to certify the Order under NRCp 54(b) for appeal.

4 DATED this 21st day of November, 2017.

5 SPRINGEL & FINK LLP

6 */s/ Wendy L. Walker, Esq.*

7 By:

8 ADAM H. SPRINGEL, ESQ.

9 Nevada Bar No. 7187

10 WENDY L. WALKER, ESQ.

11 Nevada Bar No. 10791

12 10655 Park Run Drive, Suite 275

13 Las Vegas, Nevada 89144

14 *Co-Counsel for Plaintiff and per*

15 *SCR 42.1(2)*

**CERTIFICATE OF SERVICE**  
**Byrne v. Sunridge Builders, Inc., et al.**  
**District Court Case No.: A-16-742143-D**

STATE OF NEVADA            }  
CLARK COUNTY               } ss.

I, Julianna K. Ferguson, declare:

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 November 21, 2017, I served the document described as **PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT UNDER NRCP 59(e)** on the following parties:

*SEE ELECTRONIC SERVICE LIST*

\_\_\_\_ VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's practice of collection and processing correspondence by mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business

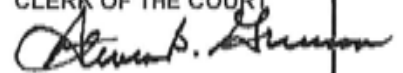
\_\_\_\_ VIA FACSIMILE: by transmitting to a facsimile machine maintained by the person on whom it is served at the facsimile machine telephone number at last given by that person on any document which he/she has filed in the cause and served on the party making the service. The copy of the document served by facsimile transmission bears a notation of the date and place of transmission and the facsimile telephone number to which transmitted. A confirmation of the transmission containing the facsimile telephone numbers to which the document(s) was/were transmitted will be maintained with the document(s) served.

  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.

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

/s/ Julianna K. Ferguson

\_\_\_\_\_  
An Employee of SPRINGEL & FINK LLP



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)**

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 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

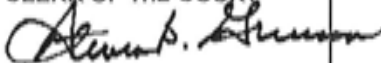
**CERTIFICATE OF SERVICE**

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, ESQ.  
3 Nevada Bar No. 7504  
4 BRIAN K. WALTERS, ESQ.  
5 Nevada Bar No. 9711  
6 **GORDON REES SCULLY MANSUKHANI, LLP**  
7 300 S. 4th Street, Suite 1550  
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11 Email: [rschumacher@grsm.com](mailto:rschumacher@grsm.com)  
12 [bwalters@grsm.com](mailto: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  
DENYING PLAINTIFF'S MOTION  
TO ALTER OR AMEND  
JUDGMENT UNDER NRCP 59(E)**

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



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  
SUPPLIER ROES 2 through 50 inclusive,

4 Defendants.

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

7 Cross-Claimant,

8 vs.

9 BRYANT MASONRY, LLC, a Nevada Limited  
10 Liability Company; 4M CORP., a Nevada  
11 Corporation; BSH HOME APPLIANCES  
12 CORPORATION; a Delaware Corporation; CIRCLE  
13 S DEVELOPMENT dba DECK SYSTEMS OF  
14 NEVADA, a Nevada Corporation; DMK  
15 CONCRETE, INC., a Nevada Corporation;  
16 GENERAL ELECTRIC COMPANY, a Foreign  
17 Corporation; GREEN PLANET LANDSCAPING  
18 LLC, a Nevada Limited Liability Company; IVIE  
19 MECHANICAL, INC., a Nevada Corporation;  
20 J.C.W. CONCRETE, INC., a Nevada corporation;  
21 LIFEGUARD POOL MAINTENANCE dba  
22 LIFEGUARD POOLS, a Nevada Corporation;  
23 MOUNTAIN WEST ELECTRIC, a Nevada  
24 Corporation; PYRAMID PLUMBING, INC., Nevada  
25 Corporation; RIVERA FRAMING INC., a Nevada  
26 Corporation; SPRAY PRODUCT APPLICATIONS,  
27 LLC, Nevada Limited Liability Company;  
28 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 &

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 DENYING PLAINTIFF'S MOTION TO ALTER OR**  
6 **AMEND JUDGMENT UNDER NRCP 59(E)**

7 PLEASE TAKE NOTICE that an Order Denying Plaintiff's Motion to Alter or Amend  
8 Judgment Under NRCP 59(e) was entered on the 28<sup>th</sup> day of February, 2018. A copy of said  
9 Order is attached hereto as **Exhibit A**.

10 Dated: March 1, 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.  
15 Nevada Bar No. 9711  
16 300 S. 4th Street, Suite 1550  
17 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 1<sup>st</sup> day of March, 2018, I did cause a true and correct copy of **NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT UNDER NRCP 59(E)** 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

*Steven D. Grierson*

**ORDR**

ROBERT E. SCHUMACHER

Nevada Bar No. 7504

BRIAN K. WALTERS

Nevada Bar No. 9711

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[bwalters@grsm.com](mailto:bwalters@grsm.com)

*Attorneys for Defendant*

**LANDS WEST BUILDERS, INC**

**EIGHT JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

PLEASE NOTE  
DEPARTMENT CHANGE

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.: XVI II

**ORDER DENYING PLAINTIFF'S  
MOTION TO ALTER OR AMEND  
JUDGMENT UNDER NRCP 59(e)**

FEB 16 2018

FEB 15 2018

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  
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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

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

6  
7 **ORDER DENYING PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT**  
8 **UNDER NRCP 59(e)**

9 On December 27, 2017, this Court considered Plaintiff JANETTE BYRNE, as Trustee of  
10 the UOFM TRUST's ("Plaintiff") Motion to Alter or Amend Judgment Under NRCP 59(e)  
11 ("Motion") in Chambers. Having Considered the Motion, the Oppositions to the Motion filed by  
12 Defendants (and joinders thereto), having reviewed Defendants' Lands West Builders, Inc. and  
13 Sunridge Builders, Inc.'s Joint Motion for Summary Judgment Pursuant to NRS 11.202(1) and  
14 all related briefing and relevant law, and for good cause,

15 **THE COURT HEREBY FINDS** that Plaintiff's Motion constitutes a re-explanation of  
16 its position related to Defendants' Lands West Builders, Inc. and Sunridge Builders, Inc.'s Joint  
17 Motion for Summary Judgment Pursuant to NRS 11.202(1);

18 **THE COURT FURTHER FINDS** that, after taking another look at the parties' briefs  
19 and the relevant law, the Court remains convinced that it properly applied Nevada law to the  
20 undisputed facts set forth in Defendants' Lands West Builders, Inc. and Sunridge Builders, Inc.'s  
21 Joint Motion for Summary Judgment Pursuant to NRS 11.202(1);

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

1           **THE COURT THEREFORE ORDERS** that Plaintiff's Motion to Alter or Amend  
2 Judgment Under NRCP 59(e) is DENIED.

3           Dated this 26<sup>th</sup> day of February, 2018.

4  
5   
6 DISTRICT COURT JUDGE

7 *Respectfully submitted by:*

8  
9 **GORDON REES SCULLY**  
10 **MANSUKHANI, LLP**

11 ROBERT E. SCHUMACHER  
12 Nevada Bar No. 7504  
13 BRIAN K. WALTERS  
14 Nevada Bar No. 9711  
15 300 S. 4th Street, Suite 1550  
16 Las Vegas, NV 89101

17 *Attorneys for Defendant Lands*  
18 *West Builders, Inc.*

19 *Approved as to form and content:*

20 **SPRINGEL & FINK LLP**

21  #13929

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

28 *Attorneys for Plaintiff*

**JANETTE BYRNE, as Trustee of the UOFM TRUST**



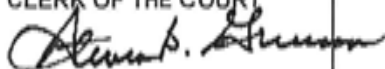


**CERTIFICATE OF SERVICE**

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 28<sup>th</sup> day of February, 2018, I did cause a true and correct copy of **ORDER DENYING PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT UNDER NRCP 59(e)** to be served via the Court's electronic filing service upon the parties on the Court's service list for the above-referenced case.



An employee of GORDON REES SCULLY  
MANSUKHANI LLP



1 **NEO**  
2 ROBERT E. SCHUMACHER  
3 Nevada Bar No. 7504  
4 BRIAN K. WALTERS  
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12 [bwalters@grsm.com](mailto: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 )  
20 Plaintiff, )

21 vs. )

22 SUNRIDGE BUILDERS, INC., a Nevada )  
23 Corporation; LANDS WEST BUILDERS, INC., a )  
24 Nevada Corporation; AVANTI PRODUCTS, LLC, a )  
25 Nevada Limited Liability Company; BRYANT )  
26 MASONRY, LLC, a Nevada Limited Liability )  
27 Company; BSH HOME APPLIANCES )  
28 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

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)**

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

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  
SUPPLIER ROES 2 through 50 inclusive,

4 Defendants.

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

7 Cross-Claimant,

8 vs.

9 BRYANT MASONRY, LLC, a Nevada Limited  
10 Liability Company; 4M CORP., a Nevada  
11 Corporation; BSH HOME APPLIANCES  
12 CORPORATION; a Delaware Corporation; CIRCLE  
13 S DEVELOPMENT dba DECK SYSTEMS OF  
14 NEVADA, a Nevada Corporation; DMK  
15 CONCRETE, INC., a Nevada Corporation;  
16 GENERAL ELECTRIC COMPANY, a Foreign  
17 Corporation; GREEN PLANET LANDSCAPING  
18 LLC, a Nevada Limited Liability Company; IVIE  
19 MECHANICAL, INC., a Nevada Corporation;  
20 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,

21 Cross-Defendants.

22 SUNRIDGE BUILDERS, INC., a Nevada  
23 Corporation,

24 Third-Party Plaintiff,

25 vs.

26 BRANDON IRON, INC., a Nevada Corporation;  
27 EARTHCORE INDUSTRIES, LLC, a Nevada  
28 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 &

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 14<sup>th</sup> 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**

13 By: /s/ Brian K. Walters  
14 ROBERT E. SCHUMACHER, ESQ.  
15 Nevada Bar No. 7504  
16 BRIAN K. WALTERS, ESQ.  
17 Nevada Bar No. 9711  
18 300 S. 4th Street, Suite 1550  
19 Las Vegas, NV 89101

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

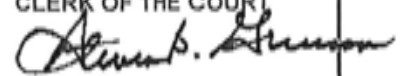
**CERTIFICATE OF SERVICE**

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 14<sup>th</sup> 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.

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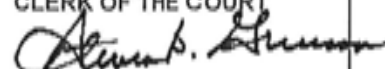
**CERTIFICATE OF SERVICE**

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



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20 *marata@springelfink.com*

21 *Co-Counsel for Plaintiff and per SCR 42.1(2)*

22 **DISTRICT COURT**  
23 **CLARK COUNTY, NEVADA**

24 \*\*\*

25 JANETTE BYRNE, as Trustee of the UOFM  
26 TRUST,

27 Plaintiff,

28 vs.

) Case No.: A-16-742143-D

) Dept. No.: XXXI

)

)

)

)

) **NOTICE OF ENTRY OF ORDER GRANTING**

) **DEFAULT CERTIFICATION OF FINAL**

) **JUDGMENT PURSUANT TO NRCP 54(b)**

29 SUNRIDGE BUILDERS, INC., a Nevada

30 Corporation; LANDS WEST BUILDERS, INC., a

31 Nevada Corporation; AVANTI PRODUCTS, LLC,

32 a Nevada Limited Liability Company; BRYANT

33 MASONRY, LLC, a Nevada Limited Liability

34 Company; BSH HOME APPLIANCES

35 CORPORATION, a Delaware Corporation;

36 CIRCLE S DEVELOPMENT DBA DECK

37 SYSTEMS NEVADA, a Nevada Corporation;

38 DMK CONCRETE, INC., a Nevada Corporation;

39 4M CORP., a Nevada Corporation; GENERAL

40 ELECTRIC COMPANY, a Nevada Corporation;

1 GREEN PLANET LANDSCAPING, LLC, a  
2 Nevada Limited Liability Company; IVIE  
3 MECHANICAL INC., a Nevada Corporation;  
4 J.C.W. CONCRETE, INC., a Nevada Corporation;  
5 KARL HENRY LINSENBARDT dba  
6 SIGNATURE DOOR & TRIM; LIFEGUARD  
7 POOL MAINT. dba LIFEGUARD POOLS, a  
8 Nevada Corporation; MOUNTAIN WEST  
9 ELECTRIC, a Nevada Corporation; PRESTIGE  
10 ROOFING, INC., a Nevada Corporation;  
11 PYRAMID PLUMBING, a Nevada Corporation;  
12 RIVERA FRAMING INC. DBA RIVERA  
13 FRAMERS, a Nevada Corporation; S&L  
14 ROOFING, INC., a Colorado Corporation; SPRAY  
15 PRODUCT APPLICATIONS, LLC, a Nevada  
16 Limited Liability Company; TRIM TIME LLC dba  
17 BLITZ CONSTRUCTION, a Nevada Limited  
18 Liability Company; WINDOW INSTALLATION  
19 SPECIALISTS, LLC, a Nevada Limited Liability  
20 Company; DOES 20 through 100; DESIGN  
21 PROFESSIONAL DOES 101 through 150, and/or  
22 SUPPLIER ROES 2 through 50 inclusive,

23 Defendants.

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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

**NOTICE OF ENTRY OF ORDER GRANTING  
DEFAULT CERTIFICATION OF FINAL  
JUDGMENT PURSUANT TO NRCP 54(b)**

1 LIFEGUARD POOLS, a Nevada Corporation; )  
2 MOUNTAIN WEST ELECTRIC, a Nevada )  
Corporation; PYRAMID PLUMBING, INC., )  
3 Nevada Corporation; RIVERA FRAMING INC., a )  
Nevada Corporation; S&L ROOFING, INC., a )  
4 Nevada Corporation; SPRAY PRODUCT )  
APPLICATIONS, LLC, Nevada Limited Liability )  
5 Company; WINDOW INSTALLATION )  
6 SPECIALISTS, LLC. a Nevada Limited Liability )  
Company, and MOES 1 through 100 and ZOE )  
7 CORPORATIONS 1 through 100, inclusive, )

8 Cross-Defendants. )  
9

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

11 Third-Party Plaintiff, )  
12

13 vs. )

14 BRANDON IRON, INC., a Nevada Corporation; )  
EARTHCORE INDUSTRIES, LLC, a Nevada )  
15 Limited Liability Company; HARDY CABINETS )  
INC., dba ARTESIA CABINETS, a Nevada )  
16 Corporation; J.C.W. CONCRETE, INC., a Nevada )  
Corporation; JD STAIRS, INC., a Nevada )  
17 Corporation; PIECE OF THE ROCK, a Nevada )  
Corporation; WHITE FEATHER DRYWALL & )  
18 PAINT, an Unknown Business Entity; and MOES )  
19 101 through 150 and ZOE CORPORATIONS 101 )  
20 through 150, inclusive, )

21 Third-Party Defendants. )  
22

23 **NOTICE OF ENTRY OF ORDER GRANTING CERTIFICATION OF FINAL JUDGMENT**  
24 **PURSUANT TO NRCP 54(b)**

25 PLEASE TAKE NOTICE that on the 15<sup>th</sup> day of November, 2018, the Court entered the Order  
26 Granting Certification of Final Judgment Pursuant to NRCP 54(b), in the above-captioned case, a copy

27 ///



1 of which is attached hereto.

2 DATED this 29th day of November, 2018.

3 **SPRINGEL & FINK LLP**

4 */s/ Wendy L. Walker*

5 By:

6 WENDY L. WALKER, ESQ.

7 Nevada Bar No. 10791

8 MICHAEL A. ARATA, ESQ.

9 Nevada Bar No. 11902

10 10655 Park Run Drive, Suite 275

11 Las Vegas, Nevada 89144

12 *Co--Counsel for Plaintiff*

13 *JANETTE BYRNE, as Trustee of*

14 *the UOFM TRUST*

15 *and per SCR 42.1*

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

STATE OF NEVADA        }  
COUNTY OF CLARK       } ss.

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 November 29, 2018, I served the foregoing document described as ***NOTICE OF ENTRY OF ORDER GRANTING CERTIFICATION OF FINAL JUDGMENT PURSUANT TO NRCP 54(b)*** 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

**E-Service Master List**  
***Byrne v. Sunridge Builders, Inc., et al.***  
**Case No. A-16-742143-D**

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23 DISTRICT COURT  
24 CLARK COUNTY, NEVADA  
25 \*\*\*

26 JANETTE BYRNE, as Trustee of the UOFM  
27 TRUST,

28 Plaintiff,

vs.

29 SUNRIDGE BUILDERS, INC., a Nevada  
30 Corporation; LANDS WEST BUILDERS, INC., a  
31 Nevada Corporation; AVANTI PRODUCTS, LLC,  
32 a Nevada Limited Liability Company; BRYANT  
33 MASONRY, LLC, a Nevada Limited Liability  
34 Company; BSH HOME APPLIANCES  
35 CORPORATION, a Delaware Corporation;  
36 CIRCLE S DEVELOPMENT DBA DECK

CASE NO.: A-16-742143-D  
Dept. No.: XXXI

ORDER GRANTING CERTIFICATION OF  
FINAL JUDGMENT PURSUANT TO NRC  
54(b)

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

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1 SYSTEMS NEVADA, a Nevada Corporation;  
2 DMK CONCRETE, INC., a Nevada Corporation;  
3 4M CORP., a Nevada Corporation; GENERAL  
4 ELECTRIC COMPANY, a Nevada Corporation;  
5 GREEN PLANET LANDSCAPING, LLC, a  
6 Nevada Limited Liability Company; IVIE  
7 MECHANICAL INC., a Nevada Corporation;  
8 J.C.W. CONCRETE, INC., a Nevada Corporation;  
9 KARL HENRY LINSENBARDT dba  
10 SIGNATURE DOOR & TRIM; LIFEGUARD  
11 POOL MAINT. dba LIFEGUARD POOLS, a  
12 Nevada Corporation; MOUNTAIN WEST  
13 ELECTRIC, a Nevada Corporation; PRESTIGE  
14 ROOFING, INC., a Nevada Corporation;  
15 PYRAMID PLUMBING, a Nevada Corporation;  
16 RIVERA FRAMING INC. DBA RIVERA  
17 FRAMERS, a Nevada Corporation; S&L  
18 ROOFING, INC., a Colorado Corporation; SPRAY  
19 PRODUCT APPLICATIONS, LLC, a Nevada  
20 Limited Liability Company; TRIM TIME LLC dba  
21 BLITZ CONSTRUCTION, a Nevada Limited  
22 Liability Company; WINDOW INSTALLATION  
23 SPECIALISTS, LLC, a Nevada Limited Liability  
24 Company; DOES 20 through 100; DESIGN  
25 PROFESSIONAL DOES 101 through 150, and/or  
26 SUPPLIER ROES 2 through 50 inclusive,

27 Defendants.

28  
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.

1 **ORDER GRANTING CERTIFICATION OF FINAL JUDGMENT PURSUANT TO NRCP 54(b)**

2 Plaintiff JANETTE BYRNE, AS TRUSTEE OF THE UOFM TRUST's Motion for Certification  
3 of Final Judgment Pursuant to NRCP 54(b) was heard by the Honorable Joanna S. Kishner on November  
4 13, 2018. The Court, find having reviewed the Motion and finding no Opposition, finds that there is no  
5 just reason for delay the entry of final judgment against Plaintiff.

6 As such, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that JANETTE BYRNE,  
7 AS TRUSTEE OF THE UOFM TRUST's Motion for Certification of Final Judgment Pursuant to NRCP  
8 54(b) is GRANTED.

9 DATED and DONE this 15 day of November, 2018.

10  
11  JOANNA S. KISHNER  
12 DISTRICT COURT JUDGE

13 Respectfully submitted by:

14 SPRINGEL & FINK LLP

15  
16 By: 

17 WENDY L. WALKER, ESQ.

18 Nevada Bar No. 10791

19 MICHAEL A. ARATA, ESQ.

20 Nevada Bar No. 11902

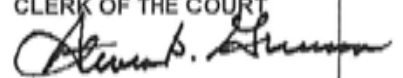
21 10655 Park Run Drive, Suite 275

22 Las Vegas, Nevada 89144

23 Attorneys for Plaintiff

24 JANETTE BYRNE, as Trustee of the

25 UOFM TRUST  
26  
27  
28



1 **NESO**  
2 **CHRISTINE D. BURKHART, ESQ.**  
3 Nevada Bar No. 9330  
4 **WILSON, ELSE, MOSKOWITZ, EDELMAN**  
5 **& DICKER LLP**  
6 300 South 4th Street, 11th Floor  
7 Las Vegas, NV 89101  
8 (702) 727-1400; FAX (702) 727-1401  
9 Christine.Burkhart@wilsonelser.com  
10 Attorneys for Defendant  
11 **AVANTI PRODUCTS, LLC.**

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

14 JANETTE BYRNE, as Trustee of the  
15 UOFM TRUST,

16 Plaintiff,

17 vs.

18 SUNRIDGE BUILDERS, INC. a Nevada  
19 Corporation; LANDS WEST BUILDERS,  
20 INC., a Nevada Corporation; AVANTI  
21 PRODUCTS, LLC, a Nevada Limited  
22 Liability Company; BRYANT MASONRY,  
23 LLC, a Nevada Limited Liability Company;  
24 BSH HOME APPLIANCES  
25 CORPORATION, a Delaware Corporation;  
26 CIRCLE S DEVELOPMENT DBA DECK  
27 SYSTEMS NEVADA, a Nevada  
28 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

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

**NOTICE OF ENTRY STIPULATION AND  
OF ORDER FOR DISMISSAL OF  
DEFENDANT AVANTI PRODUCTS, LLC  
WITH PREJUDICE**

1 Nevada Corporation; RIVERA FRAMING  
2 INC. DBA RIVERA FRAMERS, Nevada  
3 Corporation; S&L ROOFING, INC., a  
4 Colorado Corporation; SPRAY PRODUCT  
5 APPLICATIONS, LLC, a Nevada Limited  
6 Liability Company; TRIM TIME LLC DBA  
7 BLITZ CONSTRUCTION, a Nevada  
8 Limited Liability Company; WINDOW  
9 INSTALLATION SPECIALISTS, LLC, a  
10 Nevada Limited Liability Company; DOES  
11 20 through 100; DESIGN PROFESSIONAL  
12 DOES 101 through 150, and/or SUPPLIER  
13 ROES 2 through 50 inclusive,

14 Defendants.

15  
16 SUNRIDGE BUILDERS, INC., a Nevada  
17 Corporation,

18 Cross-Claimant,

19 v.

20 BRYANT MASONRY, LLC, a Nevada  
21 Limited Liability Company; 4M CORP., a  
22 Nevada Corporation; BSH HOME  
23 APPLIANCES CORPORATION, a  
24 Delaware Corporation; CIRCLE S  
25 DEVELOPMENT DBA DECK SYSTEMS  
26 OF NEVADA, a Nevada Corporation; DMK  
27 CONCRETE, INC., a Nevada Corporation;  
28 GENERAL ELECTRIC COMPANY, a  
Foreign Corporation; GREEN PLANET  
LANDCAPING, 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; S&L ROOFING,  
INC., a Nevada Corporation; SPRAY  
PRODUCT APPLICATIONS, LLC, Nevada  
Limited Liability Company; WINDOW  
INSTALLATION SPECIALISTS, LLC, a  
Nevada Limited Liability Company and

1 MOES 1 through 100 and ZOE  
2 CORPORATIONS 1 through 100, inclusive,

3 Cross-Defendants.

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

6 Third-Party Plaintiff

7 BRANDON IRON, INC., a Nevada  
8 Corporation; EARTHCORE INDUSTRIES,  
9 LLC, a Nevada Limited Liability Company;  
10 HARDY CABINETS INC., dba ARTESIA  
11 CABINETS, a Nevada Corporation; J.C.W.  
12 CONCRETE, INC., A Nevada Corporation;  
13 JD STAIRS, INC., a Nevada Corporation;  
14 PIECE OF THE ROCK, a Nevada  
15 Corporation; WHITE FEATHER  
16 DRYWALL & PAINT, an Unknown  
17 Business Entity; and MOES 101 through  
18 150 and ZOE CORPORATIONS 101  
19 through 150, inclusive,

20 Third Party Defendants.

21 **NOTICE OF ENTRY STIPULATION AND OF ORDER FOR DISMISSAL OF**  
22 **DEFENDANT AVANTI PRODUCTS, LLC WITH PREJUDICE**

23 PLEASE TAKE NOTICE that a Stipulation and Order for Dismissal of Defendant Avanti  
24 Products, LLC with Prejudice was entered by the Court on July 26, 2017. A true and correct  
25 copy is attached hereto as Exhibit "A".

26 DATED: this 31<sup>st</sup> day of July, 2017.

27 **WILSON, ELSER, MOSKOWITZ,**  
28 **EDELMAN & DICKER LLP**

29 BY: /s/ CHRISTINE D. BURKHART  
30 **CHRISTINE D. BURKHART, ESQ.**  
31 Nevada Bar No. 9330  
32 300 South 4th Street, 11<sup>th</sup> Floor  
33 Las Vegas, NV 89101  
34 Attorneys for Defendant  
35 **AVANTI PRODUCTS, LLC**

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of Wilson Elser Moskowitz  
3 Edelman & Dicker LLP, and that on this 31st day of July, 2017, I served a true and correct copy  
4 of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR**  
5 **DISMISSAL OF DEFENDANT AVANTI PRODUCTS LLC WITH PREJUDICE** as  
6 follows:  
7

- 8
- 9 ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed  
10 envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- 11 ☒ via electronic means by operation of the Court's electronic filing system, upon  
12 each party in this case who is registered as an electronic case filing user with the  
13 Clerk;
- 14 ☐ via hand-delivery to the addressees listed below;
- 15 ☐ via facsimile;
- 16 ☐ by transmitting via email the document listed above to the email address set forth  
17 below on this date before 5:00 p.m.
- 18
- 19
- 20

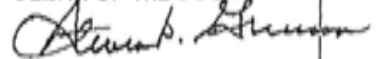
21 BY: /s/ PAM LAMPER  
22 An Employee of WILSON ELSEER MOSKOWITZ  
23 EDELMAN & DICKER LLP  
24  
25  
26  
27  
28

EXHIBIT "A"

EXHIBIT "A"

ORIGINAL

Electronically Filed  
7/28/2017 3:58 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 SAO  
2 CHRISTINE D. BURKHART, ESQ.  
3 Nevada Bar No. 9330  
4 WILSON, ELSE, MOSKOWITZ, EDELMAN  
5 & DICKER LLP  
6 300 South 4th Street, 11th Floor  
7 Las Vegas, NV 89101  
8 (702) 727-1400; FAX (702) 727-1401  
9 Christine.Burkhart@wilsonelser.com  
10 Attorneys for Defendant  
11 AVANTI PRODUCTS, LLC

12 DISTRICT COURT  
13 CLARK COUNTY, NEVADA

14 JANETTE BYRNE, as Trustee of the  
15 UOFM TRUST,

16 Plaintiff,

17 vs.

18 SUNRIDGE BUILDERS, INC. a Nevada  
19 Corporation; LANDS WEST BUILDERS,  
20 INC., a Nevada Corporation; AVANTI  
21 PRODUCTS, LLC, a Nevada Limited  
22 Liability Company; BRYANT MASONRY,  
23 LLC, a Nevada Limited Liability Company;  
24 BSH HOME APPLIANCES  
25 CORPORATION, a Delaware Corporation;  
26 CIRCLE S DEVELOPMENT DBA DECK  
27 SYSTEMS NEVADA, a Nevada  
28 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

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

STIPULATION AND ORDER FOR  
DISMISSAL OF DEFENDANT AVANTI  
PRODUCTS, LLC WITH PREJUDICE



1 Nevada Corporation; RIVERA FRAMING  
2 INC. DBA RIVERA FRAMERS, Nevada  
3 Corporation; S&L ROOFING, INC., a  
4 Colorado Corporation; SPRAY PRODUCT  
5 APPLICATIONS, LLC, a Nevada Limited  
6 Liability Company; TRIM TIME LLC DBA  
7 BLITZ CONSTRUCTION, a Nevada  
8 Limited Liability Company; WINDOW  
9 INSTALLATION SPECIALISTS, LLC, a  
10 Nevada Limited Liability Company; DOES  
11 20 through 100; DESIGN PROFESSIONAL  
12 DOES 101 through 150, and/or SUPPLIER  
13 ROES 2 through 50 inclusive,

14 Defendants.

15 

---

SUNRIDGE BUILDERS, INC., a Nevada  
16 Corporation,

17 Cross-Claimant,

18 v.

19 BRYANT MASONRY, LLC, a Nevada  
20 Limited Liability Company; 4M CORP., a  
21 Nevada Corporation; BSH HOME  
22 APPLIANCES CORPORATION, a  
23 Delaware Corporation; CIRCLE S  
24 DEVELOPMENT DBA DECK SYSTEMS  
25 OF NEVADA, a Nevada Corporation; DMK  
26 CONCRETE, INC., a Nevada Corporation;  
27 GENERAL ELECTRIC COMPANY, a  
28 Foreign Corporation; GREEN PLANET  
LANDCAPING, 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; S&L ROOFING,  
INC., a Nevada Corporation; SPRAY  
PRODUCT APPLICATIONS, LLC, Nevada  
Limited Liability Company; WINDOW  
INSTALLATION SPECIALISTS, LLC, a  
Nevada Limited Liability Company and

1 MOES 1 through 100 and ZOE  
2 CORPORATIONS 1 through 100, inclusive,

3 Cross-Defendants.

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

6 Third-Party Plaintiff

7 BRANDON IRON, INC., a Nevada  
8 Corporation; EARTHCORE INDUSTRIES,  
9 LLC, a Nevada Limited Liability Company;  
10 HARDY CABINETS INC., dba ARTESIA  
11 CABINETS, a Nevada Corporation; J.C.W.  
12 CONCRETE, INC., A Nevada Corporation;  
13 JD STAIRS, INC., a Nevada Corporation;  
14 PIECE OF THE ROCK, a Nevada  
15 Corporation; WHITE FEATHER  
16 DRYWALL & PAINT, an Unknown  
17 Business Entity; and MOES 101 through  
18 150 and ZOE CORPORATIONS 101  
19 through 150, inclusive,

20 Third Party Defendants.

21 STIPULATION AND ORDER FOR DISMISSAL OF  
22 DEFENDANT AVANTI PRODUCTS, LLC WITH PREJUDICE

23 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff JANETTE  
24 BYRNE as Trustee of the UOFM TRUST and Defendant, AVANTI PRODUCTS, LLC, and  
25 each party's respective attorneys of record, that the Complaint against Defendant AVANTI  
26 PRODUCTS, LLC and any amendments, cross-claims and/or counter-claims and all causes of  
27 action contained therein between and among JANETTE BYRNE as Trustee of the UOFM  
28 TRUST and AVANTI PRODUCTS, LLC be dismissed with prejudice, with each party to bear  
its own fees and costs.

///

///

///

///

1 This stipulation is entered into in good faith, in the interest of judicial economy and not  
2 for the purposes of delay.

3 DATED: this 25<sup>th</sup> day of July, 2017.

DATED: this 26<sup>th</sup> day of July, 2017.

4 WILSON, ELSE, MOSKOWITZ,  
5 EDELMAN & DICKER LLP

SPRINGEL & FINK LLP

6 By: Christine D. Burkhardt

By: Wendy L. Walker 14409

7 CHRISTINE D. BURKHART, ESQ.

WENDY L. WALKER, ESQ.

8 Nevada Bar No.: 9330 #6494

Nevada Bar No.: 10791

9 300 South 4<sup>th</sup> Street, 11<sup>th</sup> Floor

10655 Park Run Drive, Suite 275

Las Vegas, NV 89101

Las Vegas, NV 89144

Attorneys for Defendant

Attorneys for Plaintiff

10 AVANTI PRODUCTS, LLC

11 JANETTE BYRNE as Trustee of the  
12 UOFM TRUST  
13  
14  
15  
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28

ORDER

Based upon the above stipulation of the parties and good cause appearing:

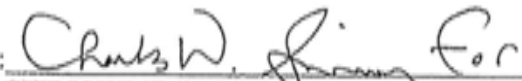
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff JANETTE BYRNE as Trustee of the UOFM TRUST's Complaint against Defendant AVANTI PRODUCTS, LLC and any amendments, cross-claims and/or counter-claims and all causes of action contained therein, be dismissed with prejudice, with each party to bear its own fees and costs.

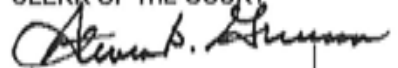
DATED this 26<sup>TH</sup> day of July, 2017.

  
DISTRICT COURT JUDGE 

Submitted by:

WILSON ELSEER MOSKOWITZ EDELMAN  
& DICKER, LLP

By:   
CHRISTINE D. BURKHART, ESQ. #6498  
Nevada Bar No. 9330  
300 South 4<sup>th</sup> Street, 11<sup>th</sup> Floor  
Las Vegas, NV 89101  
Attorneys for Defendant  
AVANTI PRODUCTS, LLC



1 **NEOJ**

GREG W. MARSH, ESQ.

2 Nevada Bar No. 322

**LAW OFFICES OF GREG W. MARSH**

3 731 South Seventh Street

Las Vegas, Nevada 89101-6907

4 (702) 387-0052 (Telephone)

(702) 387-0063 (Facsimile)

5 [gwm4253@aol.com](mailto:gwm4253@aol.com)

6 CURTIS J. BUSBY, ESQ.

Nevada Bar No. 6581

7 **BOWMAN AND BROOKE LLP**

2901 North Central Avenue, Suite 1600

8 Phoenix, Arizona 85012

(602) 643-2300 (Telephone)

(602) 248-0947 (Facsimile)

9 [curtis.busby@bowmanandbrooke.com](mailto:curtis.busby@bowmanandbrooke.com)

10 Attorneys for Defendant General Electric Company

11  
12  
13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 JANETTE BYRNE, as Trustee of the UOFM  
16 TRUST,

17 Plaintiff,

18 v.

19 SUNRIDGE BUILDERS, INC., a Nevada  
20 Corporation; LANDS WEST BUILDERS, INC., a  
Nevada Corporation; AVANTI PRODUCTS,  
21 LLC, a Nevada Limited Liability Company;  
BRYANT MASONRY, LLC, a Nevada Limited  
22 Liability Company; BSH HOME APPLIANCES  
CORPORATION, a Delaware Corporation;  
23 CIRCLE S DEVELOPMENT DBA DECK  
SYSTEMS NEVADA, a Nevada Corporation;  
24 DMK CONCRETE, INC., a Nevada Corporation;  
25 4M CORP., a Nevada Corporation; GENERAL  
ELECTRIC COMPANY, a Nevada Corporation;  
26 GREEN PLANET LANDSCAPING, LLC, a  
Nevada Limited Liability Company; IVIE  
27 MECHANICAL INC., a Nevada Corporation;  
28 J.C.W. CONCRETE, INC., a Nevada

CASE NO.: A-16-742143-D

Dept.: II

**NOTICE OF ENTRY OF ORDER  
GRANTING STIPULATION AND  
ORDER FOR DISMISSAL OF  
DEFENDANT GENERAL ELECTRIC  
COMPANY WITH PREJUDICE**

Date of Hearing: N/A

Time of Hearing: N/A

1 Corporation; KARL HENRY LINSENBARDT  
2 DBA SIGNATURE DOOR & TRIM;  
3 LIFEGUARD POOL MAINT. DBA LIFEGUARD  
4 POOLS, a Nevada Corporation; MOUNTAIN  
5 WEST ELECTRIC, a Nevada Corporation;  
6 PRESTIGE ROOFING, INC., a Nevada  
7 Corporation; PYRAMID PLUMBING, a Nevada  
8 Corporation; RIVERA FRAMING INC. DBA  
9 RIVERA FRAMERS, a Nevada Corporation;  
10 S&L ROOFING, INC., a Colorado Corporation;  
11 SPRAY PRODUCT APPLICATIONS, LLC, a  
12 Nevada Limited Liability Company; TRIM TIME  
13 LLC DBA BLITZ CONSTRUCTION, a Nevada  
14 Limited Liability Company; WINDOW  
15 INSTALLATION SPECIALISTS, LLC, a Nevada  
16 Limited Liability Company; DOES 20 through  
17 100; DESIGN PROFESSIONAL DOES 101  
18 through ISO, and/or SUPPLIER ROES 2  
19 through 50 inclusive,

20 Defendants.

21 TO: ALL PARTIES:

22 TO: THEIR RESPECTIVE COUNSEL OF RECORD:

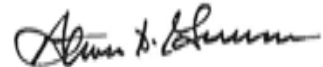
23 **ALL OF YOU WILL PLEASE TAKE NOTICE** that the Order Granting Stipulation  
24 and Order for Dismissal of Defendant General Electric Company With Prejudice was  
25 entered and filed with the above-entitled court on the 7th day of December, 2017. A copy  
26 of the Order is attached hereto as Exhibit A.

27 DATED this 8th day of December, 2017.

28 **BOWMAN AND BROOKE LLP**

By: /s/ Curtis J. Busby, Esq.  
Curtis J. Busby, Esq.  
Nevada Bar No. 6581  
Suite 1600, Phoenix Plaza  
2901 North Central Avenue  
Phoenix, Arizona 85012-2736

In conjunction with:



CLERK OF THE COURT

**ACOMP**

TIMOTHY S. MENTER, ESQ.

Nevada Bar No. 7091

**MENTER & WITKIN LLP**

19900 MacArthur Blvd., Suite 800

Irvine, California 92612

Telephone: (949) 250-9000

Facsimile: (949) 250-9045

E-Mail: [tmenter@menterwitkinlaw.com](mailto:tmenter@menterwitkinlaw.com)

WENDY L. WALKER, ESQ.

Nevada Bar No. 10791

MICHAEL A. ARATA, ESQ.

Nevada Bar No. 11902

**SPRINGEL & FINK LLP**

10655 Park Run Drive, Suite 275

Las Vegas, Nevada 89144

Telephone: (702) 804-0706

Facsimile: (702) 804-0798

E-Mail: [wwalker@springelfink.com](mailto:wwalker@springelfink.com)

[marata@springelfink.com](mailto:marata@springelfink.com)

*Co-Counsel for Plaintiff and per SCR 42.1(2)*

**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

) Case No.: A-16-742143-D

) Dept. No.: XVI

) SECOND AMENDED COMPLAINT AND

) DEMAND FOR JURY TRIAL

) Arbitration Exempt:

) \*Damages in Excess of \$50,000.00

) \*Declaratory Relief Requested

1 ELECTRIC COMPANY, a Nevada Corporation;  
2 GREEN PLANET LANDSCAPING, LLC, a )  
Nevada Limited Liability Company; IVIE )  
3 MECHANICAL INC., a Nevada Corporation; )  
J.C.W. CONCRETE, INC., a Nevada Corporation; )  
4 KARL HENRY LINSENBARDT DBA )  
SIGNATURE DOOR & TRIM; LIFEGUARD )  
5 POOL MAINT. DBA LIFEGUARD POOLS, a )  
Nevada Corporation; MOUNTAIN WEST )  
6 ELECTRIC, a Nevada Corporation; )  
PRESTIGE ROOFING, INC., a Nevada )  
7 Corporation; PYRAMID PLUMBING, a Nevada )  
Corporation; RIVERA FRAMING INC. DBA )  
8 RIVERA FRAMERS, a Nevada Corporation; S&L )  
9 ROOFING, INC., a Colorado Corporation; SPRAY )  
10 PRODUCT APPLICATIONS, LLC, a Nevada )  
Limited Liability Company; TRIM TIME LLC )  
11 DBA BLITZ CONSTRUCTION, a Nevada )  
Limited Liability Company; WINDOW )  
12 INSTALLATION SPECIALISTS, LLC, a Nevada )  
Limited Liability Company; DOES 20 through )  
13 100; DESIGN PROFESSIONAL DOES 101 )  
14 through 150, and/or SUPPLIER ROES 2 through )  
15 50 inclusive, )  
16 Defendants. )  
17

18 COMES NOW, PLAINTIFF JANETTE BYRNE, on behalf of UOFM TRUST, by and through  
19 its counsel of record, the law firms of Menter & Witken LLP and Springel & Fink LLP, and hereby  
20 submits its Second Amended Complaint against Defendants, and each of them, and alleges as follows:

21 I.

22 PARTIES

23  
24 1. PLAINTIFF JANETTE BYRNE, as co-trustee of UOFM TRUST, (hereinafter  
25 "Plaintiff") is and was at all times relevant herein an individual residing in Clark County, Nevada.

26 2. Plaintiff is, and at all times relevant hereto, was the owner of record for the home located  
27 at 578 Lairmont Place in Henderson, Nevada (hereinafter "Subject Property").  
28



1           3.     At all times relevant herein, SUNRIDGE BUILDERS, INC. (hereinafter "SUNRIDGE"),  
2 a Nevada corporation, was doing business in Clark County, Nevada.

3           4.     At all times relevant herein, LANDS WEST BUILDERS, INC. (hereinafter "LANDS  
4 WEST"), a Nevada corporation doing business in the State of Nevada was doing business in Clark  
5 County, Nevada.

6           5.     At all times relevant herein, AVANTI PRODUCTS, LLC, a Nevada Limited Liability  
7 Company, was doing business in Clark County, Nevada.

8           6.     At all times relevant herein, BRYANT MASONRY, LLC, a Nevada Limited Liability  
9 Company, was doing business in Clark County, Nevada.

10          7.     At all times relevant herein, BSH HOME APPLIANCES CORPORATION, a Delaware  
11 Corporation, was doing business in Clark County, Nevada.

12          8.     At all times relevant herein, CIRCLE S DEVELOPMENT DBA DECK SYSTEMS  
13 NEVADA, a Nevada Corporation, was doing business in Clark County, Nevada.

14          9.     At all times relevant herein, DMK CONCRETE, INC., a Nevada Corporation, was doing  
15 business in Clark County, Nevada.

16          10.    At all times relevant herein, 4M CORP., a Nevada Corporation, was doing business in  
17 Clark County, Nevada.

18          11.    At all times relevant herein, GENERAL ELECTRIC COMPANY, a Nevada Corporation,  
19 was doing business in Clark County, Nevada.

20          12.    At all times relevant herein, GREEN PLANET LANDSCAPING, LLC, a Nevada  
21 Limited Liability Company, was doing business in Clark County, Nevada.

22          13.    At all times relevant herein, IVIE MECHANICAL INC., a Nevada Corporation, was  
23 doing business in Clark County, Nevada.

24          14.    At all times relevant herein, J.C.W. CONCRETE, INC., a Nevada Corporation, was  
25 doing business in Clark County, Nevada.

26          15.    At all times relevant herein, KARL HENRY LINSENBARDT DBA SIGNATURE  
27 DOOR & TRIM, was doing business in Clark County, Nevada.

1           16.     At all times relevant herein, LIFEGUARD POOL MAINT. DBA LIFEGUARD POOLS,  
2 a Nevada Corporation, was doing business in Clark County, Nevada.

3           17.     At all times relevant herein, MOUNTAIN WEST ELECTRIC, a Nevada Corporation,  
4 was doing business in Clark County, Nevada.

5           18.     At all times relevant herein, PRESTIGE ROOFING, INC., a Nevada Corporation, was  
6 doing business in Clark County, Nevada.

7           19.     At all times relevant herein, PYRAMID PLUMBING, a Nevada Corporation, was doing  
8 business in Clark County, Nevada.

9           20.     At all times relevant herein, RIVERA FRAMING INC. DBA RIVERA FRAMERS, a  
10 Nevada Corporation, was doing business in Clark County, Nevada.

11          21.     At all times relevant herein, S&L ROOFING, INC., a Colorado Corporation, was doing  
12 business in Clark County, Nevada.

13          22.     At all times relevant herein, SPRAY PRODUCT APPLICATIONS, LLC, a Nevada  
14 Limited Liability Company, was doing business in Clark County, Nevada.

15          23.     At all times relevant herein, TRIM TIME LLC DBA BLITZ CONSTRUCTION, a  
16 Nevada Limited Liability Company, was doing business in Clark County, Nevada.

17          24.     At all times relevant herein, WINDOW INSTALLATION SPECIALISTS, LLC, a  
18 Nevada Limited Liability Company, was doing business in Clark County, Nevada.

19          25.     The true names and capacities, whether individual, corporate, associate or otherwise, of  
20 Subcontractor DOES 20 through 100, inclusive, are presently unknown to Plaintiff who therefore sue  
21 said Defendants by fictitious names. Plaintiff is informed and believes and thereon alleges that  
22 Defendants designated as DOES 20 through 100 were doing business in Clark County, Nevada, and are  
23 responsible in some manner as an individual or entity developing, designing, performing construction  
24 related activities and/or providing materials for construction of the Subject Property and are responsible  
25 for the events and happenings, described in Plaintiff's Second Amended Complaint, which proximately  
26 caused damages to Plaintiff as alleged herein. Plaintiff will seek leave of the Court to further amend this  
27 Complaint to insert the true names and capacities of DOES 20 through 100 and state appropriate  
28 charging allegations when that information has been ascertained.

1           26.     The true names and capacities, whether individual, corporate, associate or otherwise, of  
2 Design Professional DOES 101 through 150, inclusive, are presently unknown to Plaintiff who therefore  
3 sue said Defendants by fictitious names. Plaintiff is informed and believes and thereon alleges that  
4 Defendants designated as Design Professional DOES 101 through 150 were doing business in Clark  
5 County, Nevada, and are responsible in some manner as an individual or entity engineering, developing  
6 and/or designing construction plans and specifications for the Subject Property and are responsible for  
7 the events and happenings, described in Plaintiff's Second Amended Complaint, which proximately  
8 caused damages to Plaintiff as alleged herein. Plaintiff will seek leave of the Court to further amend this  
9 Complaint to insert the true names and capacities of Design Professional DOES 101 through 150 and  
10 state appropriate charging allegations when that information has been ascertained.

11           27.     The true names and capacities, whether individual, corporate, associate or otherwise, of  
12 Supplier/Manufacturer ROES 2 through 100, inclusive, are presently unknown to Plaintiff who therefore  
13 sue said Defendants by fictitious names. Plaintiff is informed and believes and thereon alleges that  
14 Defendants designated as ROES 2 through 100 were doing business in Clark County, Nevada, and are  
15 responsible in some manner as an individual or entity that developed, designed, manufactured, supplied,  
16 distributed, marketed, sold, and warranted products for the Subject Property and are responsible for the  
17 events and happenings, described in Plaintiff's Second Amended Complaint, which proximately caused  
18 damages to Plaintiff as alleged herein. Plaintiff will seek leave of the Court to further amend this  
19 Complaint to insert the true names and capacities of ROES 2 through 100 and state appropriate charging  
20 allegations when that information has been ascertained.

21           28.     Defendants, and each of them, were developers, contractors, subcontractors, suppliers,  
22 manufacturers and/or design professionals who designed, developed, constructed, improved, altered,  
23 repaired, supplied material, and/or under certain works of improvement upon the Subject Property, for  
24 the benefit of Plaintiff.

25           29.     Plaintiff is informed and believes, and on that basis, alleges that Defendants are, and at all  
26 times relevant were, individuals, sole proprietors, partnerships, corporations or other business entities  
27 doing business in Clark County, Nevada.  
28

30. Defendants, and each of them, were the agents, servants, employees, and/or representatives of each other in doing the things alleged herein and in doing so were acting within the scope of their respective agency.

31. Defendants, and each of them, undertook certain works of improvement upon the Subject Property, including all works of development, design and construction for the benefit of all owners of the Subject Property, including Plaintiff.

## II.

### GENERAL ALLEGATIONS

32. Plaintiff incorporates herein by reference, all preceding paragraphs as though fully set forth herein.

33. Defendants were engaged in the business of planning, developing, designing, constructing, manufacturing materials, manufacturing products, supplying materials and/or supplying products for use at residential real property in County of Clark, State of Nevada.

34. Defendants acted as the developer/builder/contractor of the Subject Property and were directly responsible for the construction and/or supervision of the construction of the Subject Property.

35. Defendants, and each of them, undertook certain works of improvement upon the Subject Property, including all works of development, design and construction of the Subject Property, as well as manufacturing products, supplying materials and supplying products for the Subject Property, which were intended to be used as a residential dwelling, which could be sold to and used by members of the general public for the purpose of a residence and said Defendants knew or reasonably should have known that persons who would purchase said units would do so without inspecting for defects set forth herein.

36. Defendants, and each of them, failed to properly and adequately investigate, design, inspect, plan, engineer, supervise, construct, produce, manufacture, develop, prepare, market, distribute, and/or supply the Subject Property and its components in that said Subject Property has experienced, and continues to experience, incomplete work pursuant to the contracts, defects and deficiencies, and damages resulting therefrom.

37. Defendants, and each of them, failed to properly and adequately investigate, design, inspect, plan, engineer, supervise, construct, produce, manufacture, develop, prepare, market, distribute,

1 and/or supply the Subject Property and its components in that said Subject Property has experienced,  
2 and continues to experience, incomplete work pursuant to the contracts, defects and deficiencies, and  
3 damages resulting therefrom.

4 38. The Subject Property may be defective or deficient in other ways and to other extents not  
5 presently known to Plaintiff, and not specified above. Plaintiff reserves the right to amend this  
6 Complaint upon discovery of any additional defects or deficiencies not referenced herein and/or to  
7 present evidence of the same at the trial of this action.

8 39. Plaintiff has complied with all prefiling requirements of Nevada Revised Statutes  
9 §40.600 through §40.695.

10 40. To date, Defendants have not resolved Plaintiff's claims as set forth in Plaintiff's notice  
11 as required by NRS §40.6472.

12 41. To date, Defendants, and each of them, have failed and continue to fail to perform all  
13 necessary repairs or complete the work necessary to repair all the defective conditions at the Subject  
14 Property.

15 42. Prior to placing the Defendants on notice of her claims of construction deficiencies,  
16 Plaintiff became aware of facts which thereafter, upon investigation, resulted in Plaintiff being informed  
17 that portions of the Subject Property has been incompletely and/or inadequately constructed, developed,  
18 designed, supervised or otherwise improved so that the above-described defective conditions existed and  
19 do now exist and the works of improvement are defective, not of merchantable quality and not fit for the  
20 purpose of permitting persons to reside thereabouts in a proper manner and fashion.

21 43. The damages to the Subject Property known to Plaintiff at this time are progressive and  
22 continue to worsen.

23 44. Plaintiff is informed and believes and based thereon alleges that any and all repair  
24 attempts by Defendants failed to adequately correct said damages and deficiencies thereby resulting in  
25 further property damages caused thereby.

26 45. Plaintiff is informed and believes and thereon alleges that instead of causing the  
27 necessary and required reconstruction and repairs of the Subject Property, Defendants have caused  
28 cosmetic, temporary or ineffective repairs to be made to various portions of the Subject Property for the

1 purpose of leading Plaintiff to believe that said Defendants were resolving and correcting all  
2 deficiencies. By virtue of such conduct, said Defendants are estopped to assert that Plaintiff has not  
3 commenced this action in a timely fashion and are further estopped to assert that Plaintiff may not seek  
4 the damages herein sought.

5 46. In the event that Plaintiff failed to file suit within the statutorily prescribed time period  
6 for any allegations contained herein, Plaintiff alleges that she detrimentally relied upon the conduct and  
7 representations of the Defendants, and each of them in making repairs and/or representations to Plaintiff  
8 concerning the Subject Property and therefore the statute of limitations and repose are thus tolled.  
9 Notwithstanding these actions, this lawsuit is being filed to stop the running of any and all applicable  
10 statutes of repose and limitations.

11 47. Plaintiff is informed and believes and thereon alleges that the defects arose out of, were  
12 attributable to and are directly and proximately caused by the above-described deficiency in the design,  
13 specification, planning, supervision, observation of construction, development and/or improvement and  
14 any repairs of the Subject Property and that prior to the time when it was discovered by Plaintiff, as set  
15 forth herein, it could not have been discovered by the exercise of reasonable diligence.

16 48. Plaintiff has standing to commence this action against the Defendants and each of them.

17 49. Plaintiff seeks all available damages statutorily codified in NRS §40.655 on behalf of  
18 herself and as the homeowner of the Subject Property developed, constructed and designed by the  
19 Defendants and all other damages and remedies available by law.

### 20 III.

#### 21 FIRST CLAIM FOR RELIEF 22 (Breach of Implied Warranty Against All Defendants)

23 50. Plaintiff incorporates herein by reference, all preceding paragraphs as though fully set  
24 forth herein.

25 51. Defendants impliedly warranted, among other express and/or implied warranties, that the  
26 Subject Property was designed and constructed in accordance with applicable law, according to sound  
27 standards of construction and engineering, in a commercially reasonable, habitable and workmanlike  
28 manner, free from defective materials and fit and safe for human habitation.

1           52. Defendants SUNRIDGE and LANDS WEST impliedly warranted that the home a \$10  
2 million custom home containing "11,000 square feet of luxury," built by "hillside construction experts"  
3 who have been building "quality [custom] homes" since 1989 and that "Both owners [Van Nelson and  
4 Dave Hardy] are qualified licensed general contractors with combined experience of over 65 years in the  
5 industry." More specifically, Defendants SUNRIDGE and LANDS WEST impliedly warranted through  
6 co-owners Van Nelson and Dave Hardy that:

7           *"Their many years in the field allow them a unique understanding of the building*  
8 *process and multi-level coordination required to provide customer satisfaction. Client*  
9 *communication is handled directly through Van or Dave from start to finish and they*  
10 *personally supervise each project along with a project superintendent. They pride*  
11 *themselves on their "hands-on, in the field, personalized" service. Owners are faced*  
12 *with a myriad of decisions to ensure that their home is a true reflection of their*  
13 *personality. This is why SBI is there to offer input and support to their clients. Van and*  
14 *Dave share a commitment to building extraordinary custom homes and solid client*  
15 *relationships."*

16 The Subject Property fails to meet the heightened implied warranty of fitness befitting an 11,000 square  
17 foot \$10 million custom home.

18           53. The Subject Property, and its components, in particular, are not of quality befitting a  
19 multi-million dollar custom home, let alone a merchantable quality, but, in fact, are defective and fail to  
20 meet all applicable building codes and industry standards and have caused damage to the Subject  
21 Property.

22           54. Defendants breached their implied warranties and covenants of repair because the Subject  
23 Property is in disrepair, unfit and unsafe in violation of the Nevada Revised Statutes and other codes and  
24 regulations.

25           55. Plaintiff is informed and believes and thereon alleges that as a direct and proximate result  
26 of the defects set forth herein, Plaintiff has suffered damages in an amount precisely unknown, but  
27 believed to be within the jurisdiction of this Court in that it has been and will hereafter be required to  
28 perform works of repair, restoration and construction to portions of the structures to prevent further  
damages and to restore the structures to their proper condition.

          56. As a direct result of the foregoing, Plaintiff has suffered costs and out of pocket expenses,  
in an amount in excess of Ten Thousand Dollars (\$10,000.00), to be shown specifically at the time of trial.

57. As a further direct and proximate result of the Defendants' breach of implied warranties related to the Subject Property, Plaintiff was compelled to retain legal counsel to obtain recovery for the defective conditions. Therefore, pursuant to NRS §40.600 *et seq.*, Defendants are liable for those attorney's fees and costs reasonably and necessarily incurred by Plaintiff in order to obtain compensation in a sum to be determined at trial.

## IV.

**SECOND CLAIM FOR RELIEF**  
**(Breach of Express Warranty Against All Defendants)**

58. Plaintiff incorporates herein by reference, all preceding paragraphs as though fully set forth herein.

59. Plaintiff is informed and believes and based thereon alleges that Defendants expressly warranted, through advertisements and other documentation, that the Subject Property was designed and constructed in accordance with applicable law, according to sound standards of construction and engineering, in a commercially reasonable, habitable and workmanlike manner, free from defective materials and fit and safe for human habitation.

60. Plaintiff relied on Defendants' express representation that the Subject property was of merchantable quality suitable for its intended purpose, without major and/or significant defective causes, effects or conditions un-remedied or unrepaired by said Defendants.

61. Defendants breached these express warranties in the design, specification, planning, supervision, observation of construction, development and/or improvement and repair.

62. As a direct and proximate result of the breach of the express warranties by Defendants, Plaintiff suffered damages stemming from the construction defects at the real property and structures thereon.

63. Plaintiff is informed and believes and thereon alleges that, as a direct and proximate result of the defects set forth herein, Plaintiff has suffered damages in an amount precisely unknown, but believed to be within the jurisdiction of this Court in that it has been and will hereafter be required to perform works of repair, restoration and construction to portions of the structures to prevent further damages and to restore the structures to their proper condition.



1           64. As a direct and proximate result of the foregoing violations of codes, negligence,  
2 carelessness and unworkmanlike conduct, actions and/or omissions by Defendants, Plaintiff has suffered  
3 damages in an amount in excess of Ten Thousand Dollars (\$10,000.00) in order to correct the defective  
4 conditions of the Subject Property and to restore it to its proper condition including reasonable expenses  
5 of temporary housing reasonably necessary during the repair in an amount to be determined at the time  
6 of trial.

7           65. Plaintiff has incurred and will incur expert fees and costs to investigate the defective  
8 conditions at the Subject Property to determine the nature, extent, cause of the defects and the  
9 reasonable and appropriate repairs.

10           66. Plaintiff has suffered loss of other property damaged by the defective conditions; Plaintiff  
11 is presently unaware of the precise amount of the damages, but will establish the same at trial, according  
12 to proof.

13           67. As a further direct and proximate result of the defective conditions of the Subject  
14 Property, Plaintiff's interests in the Subject Property and the value thereof has been reduced and  
15 diminished. All of the above-described damages have occurred in an amount in excess of Ten Thousand  
16 Dollars (\$10,000.00) to be established according to proof at the time of trial.

17           68. As a further direct and proximate result of the incomplete and/or defective conditions of  
18 the Subject Property, Plaintiff has lost and will continue to lose the use and enjoyment of the Subject  
19 Property, including the use of the Subject Property as a result of the restoration required to repair and  
20 restore the defects.

21           69. Plaintiff is informed and believes, and thereon alleges that as a further direct and  
22 proximate result of the breach of express warranties, Plaintiff was compelled to retain legal counsel to  
23 obtain recovery for the defective conditions. Therefore, pursuant to NRS §40.600 *et seq.*, Defendants  
24 are liable for those attorney's fees and costs reasonably and necessarily incurred by Plaintiff in order to  
25 obtain compensation in a sum to be determined at trial.

26 ///

27 ///

28 ///

V.

**THIRD CLAIM FOR RELIEF**  
**(Negligence/Negligence Per Se Against All Defendants)**

70. Plaintiff incorporates herein by reference, all preceding paragraphs as though fully set forth herein.

71. Defendants, and each of them, were builders, contractors, subcontractors, suppliers, material men, architects and/or engineers, or other persons, entities or professionals who participated in the process of developing, designing, engineering and/or construction of the Subject Property and who performed works of labor, supplied materials, equipment and/or services necessary for the building and construction, including supervision of construction of the Subject Property.

72. In their capacity as developer, builder, contractor, subcontractor, supplier, material men, architect, engineer and/or general contractor or otherwise, Defendants, caused the Subject Property to be designed, engineered and/or constructed through their own works of labor, and supplying of materials, equipment and services, and through causing other contractors and subcontractors, including Defendants to perform works of labor, and to supply materials and/or equipment and services in order to properly complete the Subject Property.

73. Defendants, and each of them, whether developer, builder, contractor, subcontractor, supplier, material men, architect, engineer or otherwise, performed work, labor and/or services upon the Subject Property.

74. Defendants were under a duty to exercise ordinary care as builders, contractors, subcontractors, suppliers, material men, manufacturers, engineers or otherwise to avoid reasonably foreseeable injury to users and purchasers of the Subject Property, and knew or should have foreseen with reasonable certainty that purchasers and/or users would suffer the damages set forth herein if said Defendants, and each of them, failed to perform their duty to cause the Subject Property to be designed, engineered and constructed in a proper workmanlike manner and fashion.

75. In performing works of a builder and/or contractor, subcontractor, supplier, material man, engineer or otherwise, Defendants breached their duty to Plaintiff and neglected to perform the work, labor and services properly or adequately in that each said Defendant so negligently, carelessly and in an

1 unworkmanlike manner performed the aforesaid work, labor and/or services such that the Subject  
2 Property was designed, engineered and/or constructed improperly and without ordinary care.  
3 Defendants failed to perform their duty to cause the Subject Property to be designed, engineered and  
4 completed in a proper and workmanlike manner and fashion.

5 76. Despite their duty to act reasonably, Defendants breached their respective duties of care  
6 by negligently, recklessly and/or intentionally failing to engineer or construct the Subject Property in a  
7 good and workmanlike manner.

8 77. Plaintiff is informed and believes, and thereon alleges, that the Subject Property was not  
9 constructed in accordance with applicable law or according to the sound standards of engineering and  
10 construction, was not constructed in a workmanlike manner, was not free from defective materials, was  
11 not of proper durability, reliability, habitability, merchantability, and/or general quality and not fit for its  
12 intended use as herein described.

13 78. Defendants violated the building codes, municipal codes and regulations of the City of  
14 Henderson and/or the Nevada Revised Statutes relating to construction of homes, developments, common  
15 interest subdivisions, trade professionals, design professionals, construction and sale of real estate.

16 79. Plaintiff is a member of the class of person for whose protection the aforementioned  
17 Codes were adopted.

18 80. Plaintiff has sustained damages that are proximately caused by violations of the Building  
19 Codes and regulations of the County of Clark, the Uniform Building Codes and/or the Nevada Revised  
20 Statutes by Defendants as alleged above.

21 81. As a direct and proximate result of the foregoing violations of codes, negligence, carelessness  
22 and unworkmanlike conduct, actions and/or omissions by Defendants, Plaintiff has suffered damages in an  
23 amount in excess of Ten Thousand Dollars (\$10,000.00) in order to correct the defective conditions of the  
24 Subject Property and to restore it to its proper condition including reasonable expenses of temporary housing  
25 reasonably necessary during the repair in an amount to be determined at the time of trial.

26 82. Plaintiff has incurred and will incur expert fees and costs to investigate the defective  
27 conditions at the Subject Property to determine the nature, extent, cause of the defects and the  
28 reasonable and appropriate repairs.

83. Plaintiff has suffered loss of other property damaged by the defective conditions; Plaintiff is presently unaware of the precise amount of the damages, but will establish the same at trial, according to proof.

84. As a further direct and proximate result of the defective conditions of the Subject Property, Plaintiff's interests in the Subject Property and the value thereof has been reduced and diminished. All of the above-described damages have occurred in an amount in excess of Ten Thousand Dollars (\$10,000.00) to be established according to proof at the time of trial.

85. As a further direct and proximate result of the incomplete and/or defective conditions of the Subject Property, Plaintiff has lost and will continue to lose the use and enjoyment of the Subject Property, including the use of the Subject Property as a result of the restoration required to repair and restore the defects.

86. Plaintiff is informed and believes, and thereon alleges that as a further direct and proximate result of the negligence and negligence per se of Defendants for the conditions of the Subject Property, Plaintiff was compelled to retain legal counsel to obtain recovery for the defective conditions. Therefore, pursuant to NRS §40.600 *et seq.*, Defendants are liable for those attorney's fees and costs reasonably and necessarily incurred by Plaintiff in order to obtain compensation in a sum to be determined at trial.

## VI.

#### FOURTH CLAIM FOR RELIEF

(Alter Ego Against Defendants SUNRIDGE and LANDS WEST)

87. Plaintiff incorporates herein by reference all preceding paragraphs as though fully set forth herein.

88. Plaintiff is informed and believes and thereon alleges that Defendant LANDS WEST is the partner, owner, parent corporation and/or successor-in-interest to Defendant SUNRIDGE.

89. Plaintiff is informed and believes and thereon alleges the identify of Defendant LANDS WEST and Defendant SUNRIDGE are in substance one and the same and that Defendant SUNRIDGE is but the alter ego of Defendant LANDS WEST and/or LANDS WEST is the successor-in-interest to

1 SUNRIDGE and as such both companies are jointly and severally liable for their individual or combined  
2 actions in causing damage to Plaintiff.

3 90. Plaintiff is informed and believes and thereon alleges that Defendant SUNRIDGE is fully  
4 influenced and governed by Defendant LANDS WEST.

5 91. Plaintiff is informed and believes and thereon alleges that there is total unity of interest in  
6 ownership between Defendant SUNRIDGE and Defendant LANDS WEST such that each entity is  
7 inseparable from the other.

8 92. Plaintiff is informed and believes and thereon alleges that the reason for the difference  
9 between Defendant LANDS WEST BUILDERS, INC. and its alter ego Defendant SUNRIDGE is to  
10 cause harm or prejudice to those dealing with it, sanctions fraud and promote injustice. In support,  
11 Plaintiff is informed and believes and thereon alleges that at all times relevant herein, Defendant  
12 LANDS WEST: (1) was and is the owner of all or substantially all of the stock of Defendant  
13 SUNRIDGE; (2) was the President of Defendant SUNRIDGE; (3) was and/or is a member of the board  
14 of directors of Defendant SUNRIDGE.; and (4) was and is the controlling influence over all of  
15 Defendant SUNRIDGE'S corporate affairs.

16 93. Plaintiff is informed and believes and thereon alleges that at all times relevant herein  
17 Defendant LANDS WEST ignored and ignores the separate existence of Defendant Corporation  
18 SUNRIDGE in numerous ways, including: (1) failure to conduct regular meetings of shareholders and  
19 directors; (2) undercapitalizing Defendant SUNRIDGE; (3) performing unauthorized diversions of funds  
20 from Defendant SUNRIDGE to Defendant LANDS WEST; (4) failure to observe corporate formalities  
21 between Defendant LANDS WEST and Defendant SUNRIDGE; (5) required annual meetings are not  
22 held; (6) corporate records are not properly maintained; and (7) there is a failure to maintain separate  
23 offices and the existence of Defendant SUNRIDGE as corporate entities are only facades for the  
24 activities of Defendant LANDS WEST who in fact is the corporate alter ego of Defendant SUNRIDGE.

25 94. Plaintiff is informed and believes and thereon alleges that Defendant SUNRIDGE is  
26 virtually insolvent and has ceased operations and Plaintiff therefore invokes the trust fund doctrine and  
27 alleges that Defendant LANDS WEST is placed in a fiduciary relationship, and owes a fiduciary duty to  
28 Plaintiff and to all other creditors of SUNRIDGE.

VII.

**FIFTH CLAIM FOR RELIEF**

**(Successor Liability Against Defendants SUNRIDGE and LANDS WEST)**

95. Plaintiff incorporates herein by reference all preceding paragraphs as though fully set forth herein.

96. Plaintiff is informed and believes and thereon alleges that Defendant LANDS WEST is the successor-in-interest to Defendant SUNRIDGE.

97. Plaintiff is informed and believes and thereon alleges that Defendant LANDS WEST expressly or impliedly agreed to assume the debts of Defendant SUNRIDGE.

98. Plaintiff is informed and believes and thereon alleges that Defendants LANDS WEST and SUNRIDGE have consolidated or merged operations.

99. Plaintiff is informed and believes that LANDS WEST is merely the continuation of SUNRIDGE.

100. Plaintiff is informed and believes and thereon alleges that any transactions between LANDS WEST and SUNRIDGE were fraudulently made in order for SUNRIDGE to escape liability for debts to Plaintiff.

101. Because Defendant LANDS WEST is the successor-in-interest to SUNRIDGE, and one is simply the mere continuation of the other, both companies are jointly and severally liable for their individual or combined actions in causing damage to Plaintiff.

VIII.

**SIXTH CLAIM FOR RELIEF**

**(Declaratory and Equitable Relief Regarding NRS 40.600 et seq. Against All Defendants)**

102. Plaintiff incorporates herein by reference all previous paragraphs inclusive, as though fully set forth herein.

103. A dispute has arisen and an actual controversy now exists between Plaintiff and Defendants, and each of them, with respect to Defendants' obligations under NRS §40.600 *et seq.* (hereinafter "Chapter 40") and Plaintiff's rights thereunder. Plaintiff contends that the defective conditions at issue arose before AB125 was enacted. Plaintiff is informed and believes that Defendants,

1 and each of them, contend to the contrary. Therefore, an actual controversy exists relative to the legal  
2 duties and rights of the respective parties, which Plaintiff requests the Court to resolve.

3 104. All of the rights and obligations of the parties hereto arose out of what is actually one  
4 transaction or one series of transactions, happenings or events, all of which can be settled and determined  
5 in a judgment in this one action. Plaintiff alleges that an actual controversy exists between the parties  
6 under the circumstances alleged. A declaration of rights, responsibilities and obligations of Plaintiff and  
7 Defendants, and each of them, is essential to determine their respective obligations in connection with  
8 Plaintiff's operative Complaint. Plaintiff has no true and speedy remedy at law of any kind.

9 105. As the determination of the foregoing issue is essential to the administration of justice in  
10 this case and therefore, Plaintiff respectfully requests the Court to resolve this issue prior to trial.

11 106. It has been necessary for Plaintiffs to retain the services of legal counsel to bring this  
12 action. Plaintiffs are entitled to recover their attorney's fees, expert fees and costs incurred herein  
13 pursuant Nevada law.

#### 14 IX.

##### 15 SEVENTH CLAIM FOR RELIEF

16 (Strict Liability against BSH HOME APPLIANCES CORPORATION and ROES 2 through 50)

17 107. Plaintiff incorporates herein by reference all previous paragraphs inclusive, as though  
18 fully set forth herein.

19 108. BSH HOME APPLIANCES CORPORATION and ROES 2 through 50 developed,  
20 designed, manufactured, supplied, distributed, marketed, sold, and warranted defective products that  
21 were used and/or installed into the Subject Property.

22 109. BSH HOME APPLIANCES CORPORATION and ROES 2 through 50 knew and/or  
23 should have known and expected that their products would be placed in the stream of commerce and on  
24 the market, and would reach Plaintiff without substantial change and would be installed in the same  
25 defective condition in which they were originally designed, manufactured and sold.

26 110. Plaintiff is informed and believes and thereon alleges that BSH HOME APPLIANCES  
27 CORPORATION'S and ROES 2 through 50's products are defective by design and/or unsuitable for  
28 use. As a direct and proximate result, Plaintiff has been injured, damaged and caused harm. The

1 damages include, but are not limited to the cost to replace the defective units, which can be calculated  
2 based on common methods and proof. Incidental damages also include loss of use and function, damage  
3 to other property, economic losses including costs of maintenance and/or repair, and all reasonable fees,  
4 costs, interest, and/or expenses associated therewith in an amount in excess of Ten Thousand Dollars  
5 (\$10,000.00) to be established according to proof at the time of trial.

6 111. It has been necessary for Plaintiff to retain legal counsel to bring this action. Plaintiff is  
7 entitled to recover their attorney's fees, expert fees and costs incurred herein pursuant Nevada law.

8 X.

9 **EIGHTH CAUSE OF ACTION**  
10 **(Professional Negligence Against Design Professionals DOES 101 through 150)**

11 112. Plaintiff incorporates herein by reference all previous paragraphs inclusive, as though  
12 fully set forth herein.

13 113. Design Professionals DOES 101 through 150, and each of them, owed a contractual  
14 and/or legal duty to Plaintiff to exercise due and reasonable care in the rendering of professional  
15 services, design, construction and/or development of the subject property. Design Professionals DOES  
16 101 through 150 also had a legal duty to abide by professional standards of care, industry standards,  
17 governmental codes and restrictions, manufacturer requirements, Building Codes, product specifications  
18 and/or the laws of the State of Nevada.

19 114. If the subject property is defectively designed, developed and/or constructed, Design  
20 Professionals DOES 101 through 150, and each of them are responsible for such defects in that they  
21 failed to act reasonably in the rendering of professional services, design, development and construction  
22 of the subject property, thereby breaching their duty owed to Plaintiff.

23 115. The breach(es) of the aforementioned duties by each Design Professionals DOES 101  
24 through 150, as described in herein was and is the actual and proximate cause of damages to Plaintiff in  
25 excess of \$10,000.

26 116. It has been necessary for Plaintiff to retain legal counsel to bring this action. Plaintiff is  
27 entitled to recover their attorney's fees, expert fees and costs incurred herein pursuant Nevada law.  
28



1 **PRAYER FOR RELIEF**

2 Plaintiff realleges and incorporates by reference all Paragraphs of this Complaint as though fully  
3 set forth herein and pray for judgment as against the Defendants as follows:

4 1. General and specific damages in excess of this Court's minimum jurisdiction of  
5 \$10,000.00 including but not limited to any costs to identify, mitigate, cure or repair any defects or  
6 deficiency in the construction of the SUBJECT PROPERTY and improvements and appurtenances  
7 thereto, and any and all damages proximately caused thereby, in a sum to be determined according to  
8 proof;

9 2. Incidental and consequential damages proximately caused by any defect or deficiency in  
10 the construction of the SUBJECT PROPERTY and improvements and appurtenances thereto, including  
11 but not limited to the loss of use, relocation and alternative housing, incidental expenses, diminished  
12 value, stigma, lost rents and lost business opportunity, all in sums to be determined according to proof;

13 3. All entitlements as set forth in NRS §40.655;

14 4. Reasonable attorney's fees and costs based on the construction contracts and Nevada  
15 Revised Statutes;

16 5. All interest as provided by law, including prejudgment interest; and

17 6. Such other declaratory and equitable relief as the court deems just and proper.

18 DATED this 16th day of March, 2017.

19 SPRINGEL & FINK LLP

20  
21 By: /s/ Wendy L. Walker  
22 WENDY L. WALKER, ESQ.  
23 Nevada Bar No. 10791  
24 MICHAEL A. ARATA, ESQ.  
25 Nevada Bar No. 11902  
26 10655 Park Run Drive, Suite 275  
27 Las Vegas, Nevada 89144  
28 Co-Counsel for Plaintiff and per SCR 42.1(2)

**CERTIFICATE OF SERVICE**

**Byrne v. Sunridge Builders, Inc., et al.**

**Case No. A-16-742143-D**

STATE OF NEVADA            )  
  ) ss.  
CLARK COUNTY                )

I, Lori-Anne Harrison, declare:

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 March 16, 2017, I served the document described as **SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL** on the following parties:

Lena M. Louis, Esq.  
Athanasia E. Dalacas, Esq.  
RESNICK & LOUIS, P.C.  
5940 S Rainbow Blvd  
Las Vegas NV 89118  
*Attorneys for Defendant*  
*Sunridge Builders, Inc.*

Robert Schumacher, Esq.  
Brian K. Walters, Esq.  
GORDON & REES, LLP  
300 South 4<sup>th</sup> St, Suite 1550  
Las Vegas NV 89101  
*Attorneys for Defendant*  
*Lands West Builders, Inc.*

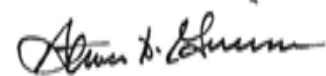
VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's practice of collection and processing correspondence by mailing. Under that practice, it would be deposited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

VIA FACSIMILE: by transmitting to a facsimile machine maintained by the person on whom it is served at the facsimile machine telephone number at last given by that person on any document which he/she has filed in the cause and served on the party making the service. The copy of the document served by facsimile transmission bears a notation of the date and place of transmission and the facsimile telephone number to which transmitted. A confirmation of the transmission containing the facsimile telephone numbers to which the document(s) was/were transmitted will be maintained with the document(s) served.

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.

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

/s/ Lori-Anne Harrison  
An Employee of *SPRINGEL & FINK LLP*



CLERK OF THE COURT

1 **ANS**  
2 **RESNICK & LOUIS, P.C.**  
3 **LENA M. LOUIS, ESQ.**  
4 Nevada Bar No. 6398  
5 **ATHANASIA E. DALACAS, ESQ.**  
6 Nevada Bar No. 9390  
7 llouis@rlattorneys.com  
8 adalacas@rlattorneys.com  
9 5940 S. Rainbow Blvd.  
10 Las Vegas, NV 89118  
11 Telephone: (702) 997-3800  
12 Facsimile: (702) 997-3800  
13 *Attorneys for Defendant/Cross-Claimant/Third Party Plaintiff,*  
14 *Sunridge Builders, Inc.*

15 **DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

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

19 **Plaintiffs,**

20 **v.**

21 **SUNRIDGE BUILDERS, INC., a Nevada**  
22 **Corporation; LANDS WEST BUILDERS,**  
23 **INC., a Nevada Corporation; AVANTI**  
24 **PRODUCTS, LLC, a Nevada Limited Liability**  
25 **Company; BRYANT MASONRY, LLC, a**  
26 **Nevada Limited Liability Company; BSH**  
27 **HOME APPLIANCES CORPORATION, a**  
28 **Delaware Corporation; CIRCLE S**  
**DEVELOPMENT DBA DECK SYSTEMS OF**  
**NEVADA, a Nevada Corporation; 4M CORP.,**  
**a Nevada Corporation; GENERAL ELECTRIC**  
**COMPANY, a Nevada Corporation; GREEN**  
**PLANET LANDCAPING, 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 AND TRIM;**  
**LIFEGUARD POOL MAINTENANCE DBA**  
**LIFEGUARD POOLS, a Nevada Corporation;**  
**MOUNTAIN WEST ELECTRIC, a Nevada**  
**Corporation; PRESTIGE ROOFING, INC., a**  
**Nevada Corporation; PYRAMID PLUMBING,**  
**INC., Nevada Corporation; RIVERA**  
**FRAMING INC., a Nevada Corporation; S&L**

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

**DEPT: XVI**

**DEFENDANT/CROSS-CLAIMANT/  
THIRD PARTY PLAINTIFF  
SUNRIDGE BUILDERS, INC.'S  
ANSWER TO SECOND AMENDED  
COMPLAINT AND CROSS CLAIM  
AND THIRD PARTY COMPLAINT**

1 ROOFING, INC., a Colorado Corporation;  
2 SPRAY PRODUCT APPLICATIONS, LLC,  
3 Nevada Limited Liability Company; TRIM  
4 TIME LLC DBA BLITZ CONSTRUCTION, a  
5 Nevada Limited Liability Company;  
6 WINDOW INSTALLATION SPECIALISTS,  
7 LLC, a Nevada Limited Liability Company and  
8 DOES 20 through 100 DESIGN  
9 PROFESSIONAL DOES 101 through 150,  
10 and/or SUPPLIER ROES 2 through 50,  
11 inclusive,

12 Defendants.

13 SUNRIDGE BUILDERS, INC., a Nevada  
14 Corporation,

15 Cross-Claimant,

16 v.

17 BRYANT MASONRY, LLC, a Nevada  
18 Limited Liability Company; 4M CORP., a  
19 Nevada Corporation; BSH HOME  
20 APPLIANCES CORPORATION, a Delaware  
21 Corporation; CIRCLE S DEVELOPMENT  
22 DBA DECK SYSTEMS OF NEVADA, a  
23 Nevada Corporation; DMK CONCRETE,  
24 INC., a Nevada Corporation; GENERAL  
25 ELECTRIC COMPANY, a Foreign  
26 Corporation; GREEN PLANET  
27 LANDCAPING, LLC, a Nevada Limited  
28 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; S&L ROOFING,  
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,

29 Cross-Defendants.

30 SUNRIDGE BUILDERS, INC., a Nevada  
31 Corporation,

1 Third Party Plaintiff,  
2 v.  
3 BRANDON IRON, INC., a Nevada  
4 Corporation; EARTHCORE INDUSTRIES,  
5 LLC, a Nevada Limited Liability Company;  
6 HARDY CABINETS INC., dba ARTESIA  
7 CABINETS, a Nevada Corporation; J.C.W.  
8 CONCRETE, INC., A Nevada Corporation; JD  
9 STAIRS, INC., a Nevada Corporation; PIECE  
10 OF THE ROCK, a Nevada Corporation;  
11 WHITE FEATHER DRYWALL & PAINT, an  
12 Unknown Business Entity; and MOES 101  
13 through 150 and ZOE CORPORATIONS 101  
14 through 150, inclusive,  
15 Third-Party Defendants.

16 Defendant, SUNRIDGE BUILDERS, INC., (hereinafter "SUNRIDGE") by and through  
17 its counsel of record, ATHANASIA E. DALACAS, ESQ., of the law offices of RESNICK &  
18 LOUIS, P.C., hereby answers Plaintiff's Second Amended Complaint as follows:

19 I.  
20 PARTIES

21 1. Answering Paragraphs 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,  
22 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 of Plaintiff's Second Amended Complaint,  
23 SUNRIDGE lacks sufficient information upon which to admit or deny the allegations made and,  
24 on that basis, denies each and every allegation contained therein.  
25 2. Answering Paragraph 3 of Plaintiff's Second Amended Complaint, SUNRIDGE  
26 admits the allegations contained therein as to SUNRIDGE, but lacks sufficient information as  
27 to the remainder of the Defendants.

28 II.  
GENERAL ALLEGATIONS

3. Answering Paragraphs 32, 38, 39, 40, 48, and 49 of Plaintiff's Second Amended  
Complaint, SUNRIDGE lacks sufficient information upon which to admit or deny the allegations  
made and, on that basis, denies each and every allegation contained therein.

4. Answering Paragraphs 34 of Plaintiff's Second Amended Complaint, SUNRIDGE admits as to SUNRIDGE only. With respect to the allegations as to other Defendants, SUNRIDGE lacks sufficient information upon which to admit or deny the allegations made, and on that basis, denies each and every allegation contained therein.

5. Answering Paragraphs 35, 36, 37, 41, 42, 43, 44, 45, 46, and 47 of Plaintiff's Second Amended Complaint, Defendant specifically and generally deny each and every allegation contained therein.

### III.

### FIRST CLAIM FOR RELIEF

(Breach of Implied Warranty Against Defendants)

6. Answering Paragraph 50 of Plaintiff's Second Amended Complaint, SUNRIDGE lacks sufficient information upon which to admit or deny the allegations made and, on that basis, denies each and every allegation contained therein.

7. Answering Paragraphs 51, 52, 53, 54, 55, 56, and 57 of Plaintiff's Second Amended Complaint, Defendant specifically and generally deny each and every allegation contained therein.

## IV.

## SECOND CLAIM FOR RELIEF

**(Breach of Express Warranty Against Defendants)**

8. Answering Paragraph 58 of Plaintiff's Second Amended Complaint, SUNRIDGE lacks sufficient information upon which to admit or deny the allegations made and, on that basis, denies each and every allegation contained therein.

9. Answering Paragraphs 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69 of Plaintiff's Second Amended Complaint, Defendant specifically and generally deny each and every allegation contained therein.

111

1 V.

2 **THIRD CLAIM FOR RELIEF**

3 (Negligence/Negligence Per Se Against Defendants)

4 10. Answering Paragraphs 70 and 79 of Plaintiff's Second Amended Complaint,  
5 SUNRIDGE lacks sufficient information upon which to admit or deny the allegations made and,  
6 on that basis, denies each and every allegation contained therein.

7 11. Answering Paragraphs 71, 72, 73, 74, 75, 76, 77, 78, 80, 81, 82, 83, 84, 85 and 86 of  
8 Plaintiff's Second Amended Complaint, Defendant specifically and generally deny each and  
9 every allegation contained therein.

10 VI.

11 **FOURTH CLAIM FOR RELIEF**

12 (Alter Ego Against Defendants SUNRIDGE AND LANDS WEST BUILDERS, INC.)

13 12. Answering Paragraph 87 of Plaintiff's Second Amended Complaint, SUNRIDGE  
14 lacks sufficient information upon which to admit or deny the allegations made and, on that basis,  
15 denies each and every allegation contained therein.

16 13. Answering Paragraphs 88, 89, 90, 91, 92, 93 and 94 of Plaintiff's Second Amended  
17 Complaint, Defendant specifically and generally deny each and every allegation contained  
18 therein.

19 VII.

20 **FIFTH CLAIM FOR RELIEF**

21 (Successor Liability Against Defendants SUNRIDGE AND LANDS WEST BUILDERS,  
22 INC.)

23 14. Answering Paragraph 95 of Plaintiff's Second Amended Complaint, SUNRIDGE  
24 lacks sufficient information upon which to admit or deny the allegations made and, on that basis,  
25 denies each and every allegation contained therein.

15. Answering Paragraphs 96, 97, 98, 99, 100 and 101 of Plaintiff's Second Amended Complaint, Defendant specifically and generally deny each and every allegation contained therein.

## VIII.

### SIXTH CLAIM FOR RELIEF

(Declaratory and Equitable Relief Regarding NRS 40.600 et seq. Against All Defendants)

16. Answering Paragraph 102 of Plaintiff's Second Amended Complaint, SUNRIDGE lacks sufficient information upon which to admit or deny the allegations made and, on that basis, denies each and every allegation contained therein.

17. Answering Paragraphs 103, 104, 105 and 106 of Plaintiff's Second Amended Complaint, Defendant specifically and generally deny each and every allegation contained therein.

## IX.

### SEVENTH CLAIM FOR RELIEF

(Strict Liability against BSH HOME APPLIANCES AND ROES 2 through 50))

18. Answering Paragraph 107 of Plaintiff's Second Amended Complaint, SUNRIDGE lacks sufficient information upon which to admit or deny the allegations made and, on that basis, denies each and every allegation contained therein.

19. Answering Paragraphs 108, 109, 110 and 111 Plaintiff's Second Amended Complaint, Defendant specifically and generally deny each and every allegation contained therein.

## X.

#### EIGHTH CLAIM FOR RELIEF

(Professional Negligence Against Design Professionals DOES 101 through 150)



1           20. Answering Paragraph 112 of Plaintiff's Second Amended Complaint, SUNRIDGE  
2 lacks sufficient information upon which to admit or deny the allegations made and, on that basis,  
3 denies each and every allegation contained therein.

4           21. Answering Paragraphs 113, 114, 115, 116 of Plaintiff's Second Amended Complaint,  
5 Defendant specifically and generally deny each and every allegation contained therein.

6  
7                                   **AFFIRMATIVE DEFENSES**

8                                   **FIRST AFFIRMATIVE DEFENSE**

9           This Defendant denies the allegations of the Second Amended Complaint, and each cause  
10 of action, and each paragraph in each cause of action, and each and every part thereof, including  
11 a denial that Plaintiff was damaged in the sum or sums alleged, or to be alleged, or any other sum  
12 or sums whatsoever.

13                                  **SECOND AFFIRMATIVE DEFENSE**

14           This Defendant denies that by reason of any act or omission, fault, conduct or liability on  
15 the part of this answering Defendant, whether negligent, careless, unlawful or whether as  
16 alleged, or otherwise, Plaintiff was injured or damaged in any of the amounts alleged, or in any  
17 other manner or amount whatsoever; this answering Defendant further denies that this answering  
18 Defendant was negligent, careless, reckless, wanton, acted unlawfully or are liable, whether in  
19 the manner alleged or otherwise.

20                                  **THIRD AFFIRMATIVE DEFENSE**

21           This Defendant is informed and believes, and thereon alleges, that the Second Amended  
22 Complaint, and each and every cause of action stated therein, fails to state facts sufficient to  
23 constitute a cause of action, or any cause of action, as against this answering Defendant.

24                                  **FOURTH AFFIRMATIVE DEFENSE**

25           This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
26 Amended Complaint is barred by issue preclusion and/or the Doctrine of Res Judicata.

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**FIFTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that if Plaintiff suffered or sustained any loss, injury, damage or detriment, the same is directly and proximately caused and contributed to, in whole or in part, by the breach of warranty, conduct, acts, omissions, activities, carelessness, recklessness, negligence, and/or intentional misconduct of Plaintiff, thereby completely or partially barring Plaintiffs' recovery herein.

**SIXTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that it is not legally responsible in any fashion with respect to the damages and injuries claimed by Plaintiff; however, if this Defendant is subjected to any liability to Plaintiffs, it will be due, in whole or in part, to the breach of warranty, acts, omissions, activities, carelessness, recklessness, and negligence of others; wherefore any recovery obtained by Plaintiff against this Defendant should be reduced in proportion to the respective negligence and fault and legal responsibility of all other parties, persons and entities, their agents, servants and employees who contributed to and/or caused any such injury and/or damages, in accordance with the law of comparative negligence; consequently, this Defendant is informed and believes, and thereon alleges, that the liability of this answering Defendant, if any, is limited in direct proportion to the percentage of fault actually attributed to this answering Defendant.

**SEVENTH AFFIRMATIVE DEFENSE**

If this Defendant is found responsible in damages to Plaintiff or some other party, whether as alleged or otherwise, then this Defendant is informed and believes, and thereon alleges, that the liability will be predicated upon the active conduct of Plaintiff, whether by negligence, breach of warranty, strict liability in tort or otherwise, which unlawful conduct proximately caused the alleged incident and that Plaintiff's action against this Defendant is barred by that active and affirmative conduct.

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**EIGHTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that at the time or place of the incidents alleged in Plaintiff's Second Amended Complaint, Plaintiff's knowingly, freely, and voluntarily assumed all risk of harm and the consequent injuries and damages, if any, resulting therefrom.

**NINTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that the Second Amended Complaint, and each and every cause of action contained therein is barred by the applicable Statutes of Repose.

**TENTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that as to each alleged cause of action, Plaintiff has failed, refused and neglected to take reasonable steps to mitigate their alleged damages, if any, thus barring or diminishing Plaintiff's recovery herein.

**ELEVENTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that the Second Amended Complaint, and each and every cause of action contained therein, is barred by the applicable Statutes of Limitation.

**TWELFTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that Plaintiff unreasonably delayed both the filing of the Complaint and notification of this Defendant to the alleged causes of action, and the basis for the causes of action alleged against this answering Defendant, all of which has unduly and severely prejudiced this Defendant in its defense of the action, thereby barring or diminishing Plaintiff's recovery herein under the Doctrine of Estoppel.

**THIRTEENTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that Plaintiff reasonably delayed both filing of the Second Amended Complaint and notification of this Defendant to the alleged causes of action, and the basis for the causes of action alleged against this answering

1 Defendant, all of which has unduly and severely prejudiced this Defendant in his defense of the  
2 action, thereby barring or diminishing Plaintiff's recovery herein under the Doctrine of Waiver.

3 **FOURTEENTH AFFIRMATIVE DEFENSE**

4 This Defendant is informed and believes, and thereon alleges, that Plaintiffs unreasonably  
5 delayed both the filing of the Second Amended Complaint and notification of this Defendant to  
6 the alleged causes of action, and the basis for the causes of action alleged against this answering  
7 Defendant, all of which has unduly and severely prejudiced this Defendant in his defense of the  
8 action, thereby barring or diminishing Plaintiff's recovery herein under the Doctrine of Laches.

9 **FIFTEENTH AFFIRMATIVE DEFENSE**

10 This Defendant is informed and believes, and thereon alleges, that Plaintiff has failed to  
11 join all necessary and indispensable parties to this lawsuit.

12 **SIXTEENTH AFFIRMATIVE DEFENSE**

13 This Defendant is informed and believes, and thereon alleges, that the injuries and  
14 damages of which Plaintiff complains were proximately caused by, or contributed to by, the acts  
15 of other Defendants, Cross-Defendants, Third-Party Defendants, persons, and/or other entities,  
16 and that said acts were an intervening and superseding cause of the injuries and damages, if any,  
17 of which Plaintiff complains, thus barring Plaintiffs from any recovery against this answering  
18 Defendant.

19 **SEVENTEENTH AFFIRMATIVE DEFENSE**

20 This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
21 Amended Complaint is barred by the Statute of Frauds.

22 **EIGHTEENTH AFFIRMATIVE DEFENSE**

23 It has been necessary for this Defendant to retain the services of an attorney to defend this  
24 action, and this Defendant is entitled to a reasonable sum as and for attorney's fees.

25 **NINETEENTH AFFIRMATIVE DEFENSE**

26 This Defendant is informed and believes, and thereon alleges, that the claims of Plaintiff  
27 is reduced, modified and/or barred by the Doctrine of Unclean Hands.

1 TWENTIETH AFFIRMATIVE DEFENSE

2 This Defendant is informed and believes, and thereon alleges, that any and all events,  
3 happenings, injuries and damages alleged by Plaintiff are a direct result of an act of God.

4 TWENTY-FIRST AFFIRMATIVE DEFENSE

5 This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
6 Amended Complaint is reduced, modified, and/or barred because Plaintiff received payment.

7 TWENTY-SECOND AFFIRMATIVE DEFENSE

8 This Defendant is informed and believes, and thereon alleges, that Defendant's  
9 performance was excused because of Impossibility of Performance.

10 TWENTY-THIRD AFFIRMATIVE DEFENSE

11 This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
12 Amended Complaint is reduced, modified, and/or barred because Plaintiff abandoned the  
13 contract(s).

14 TWENTY-FOURTH AFFIRMATIVE DEFENSE

15 This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
16 Amended Complaint is reduced, modified, and/or barred because Plaintiffs ratified the  
17 contract(s).

18 TWENTY-FIFTH AFFIRMATIVE DEFENSE

19 This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
20 Amended Complaint is reduced, modified, and/or barred because of changed circumstances.

21 TWENTY-SIXTH AFFIRMATIVE DEFENSE

22 This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
23 Amended Complaint is reduced, modified, and/or barred because Plaintiffs released their claims.

24 TWENTY -SEVENTH AFFIRMATIVE DEFENSE

25 This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
26 Amended Complaint is reduced, modified, and/or barred because of the doctrine of Accord and  
27 Satisfaction.

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**TWENTY -EIGHTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second Amended Complaint is reduced, modified, and/or barred because of the Parol Evidence Rule.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second Amended Complaint is reduced, modified, and/or barred because of the doctrine of Unjust Enrichment.

**THIRTIETH AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second Amended Complaint is reduced, modified, and/or barred because Plaintiff failed to fulfill a condition or conditions precedent to the enforcement of each and every oral, implied or other contract alleged herein.

**THIRTY-FIRST AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second Amended Complaint is reduced, modified, and/or barred by the Economic Loss Doctrine.

**THIRTY-SECOND AFFIRMATIVE DEFENSE**

This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second Amended Complaint is reduced, modified, and/or barred because the subject construction and products incorporated therein were modified, changed, or altered so as to change their character with respect to the defects complained of in the Second Amended Complaint. Any defect in the subject construction and/or product, if any, resulted solely from modification, change, or alteration of the products, and not from any act or omission on the part of this Defendant. Furthermore, the defects created by the aforesaid alteration, change, or modification, if any, were the sole and proximate cause of damages, if any, alleged in the Complaint.

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1 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

2 This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
3 Amended Complaint is reduced, modified, and/or barred because Plaintiff's claimed damages  
4 arising from the incident sued upon herein resulted from misuse of the subject construction and  
5 products incorporated therein. If there was any defect in the product or property referred to in the  
6 Second Amended Complaint at the time of said damages, such defect did not exist at the time  
7 said product or property left the possession or control of this Defendant and was caused by the  
8 misuse, abuse, changes, modification, lack of maintenance, improper maintenance, and  
9 alterations of others, including Plaintiffs herein, and that said damages were caused by such  
10 misuse, abuse, changes, alterations, lack of maintenance, and modifications. The misuse was  
11 without the knowledge, approval, or consent of this Defendant and was not reasonably  
12 foreseeable to this Defendant either before the time of the sale or construction of the lot or house  
13 or at any time prior to the manifestation of the alleged defects, if any.

14 **THIRTY -FOURTH AFFIRMATIVE DEFENSE**

15 This Defendant is informed and believes, and thereon alleges, that Plaintiff's Second  
16 Amended Complaint is reduced, modified, and/or barred because Plaintiffs lack privity with this  
17 Defendant, lack standing to sue, and/or lack capacity to sue this Defendant.

18 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

19 To the extent that there is any agreement between the parties to utilize Alternative  
20 Dispute Resolution ("ADR") procedures to resolve any or all of the issues or disputes raised in  
21 Plaintiff's Second Amended Complaint, Centex expressly reserves the right to enforce those  
22 ADR provisions and does not waive the right to enforce those ADR provisions by filing this  
23 Answer. ADR procedures include, without limitation, arbitration, mediation, and/or a judicial  
24 reference.

25 **THIRTY -SIXTH AFFIRMATIVE DEFENSE**

26 Plaintiff's damages, if any, are speculative and/or uncertain and, therefore, are not  
27 compensable.

1                                   **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

2           Plaintiff is barred, in whole or in part, from recovering attorney's fees in this matter based  
3 on contract, equity, or other exclusions in law or equity.

4                                   **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

5           Pursuant to N.R.C.P. 11, all possible affirmative defenses may not have been alleged  
6 herein insofar as sufficient facts were not available for this Defendant after reasonable inquiry,  
7 and therefore, this Defendant reserves the right to amend its Answer to allege additional  
8 affirmative defenses, if subsequent investigation so warrants.

9           **WHEREFORE**, having fully answered Plaintiff's Second Amended Complaint,  
10 SUNRIDGE respectfully requests the following relief:

- 11           A.     That Plaintiff takes nothing by the way of the Second Amended Complaint;  
12           B.     That the Second Amended Complaint be dismissed with prejudice and that  
13 SUNRIDGE be awarded judgment in this action;  
14           C.     That SUNRIDGE be awarded their costs incurred herein;  
15           D.     That SUNRIDGE be awarded their attorneys' fees; and  
16           E.     For such other and further relief as the Court deems just and proper.

17  
18                                   **CROSS-CLAIM**

19           Cross-Claimant, SUNRIDGE BUILDERS, INC., a Nevada Corporation (hereinafter  
20 "SUNRIDGE"), hereby states its Cross-Claim against BRYANT MASONRY, LLC; 4M CORP.  
21 BSH HOME APPLIANCES CORPORATION; CIRCLE S DEVELOPMENT DBA DECK  
22 SYSTEMS OF NEVADA; DMK CONCRETE, INC.; GENERAL ELECTRIC COMPANY;  
23 GREEN PLANET LANDCAPING, LLC; IVIE MECHANICAL, INC.; J.C.W. CONCRETE,  
24 INC.; LIFEGUARD POOL MAINTENANCE DBA LIFEGUARD POOLS; MOUNTAIN  
25 WEST ELECTRIC; PYRAMID PLUMBING, INC.; RIVERA FRAMING, INC.; S&L  
26 ROOFING, INC.; SPRAY PRODUCT APPLICATIONS, LLC; WINDOW INSTALLATION  
27  
28



1 SPECIALISTS, LLC; and MOES 1 through 100 and ZOE CORPORATIONS 1 through 100,  
2 inclusive (hereinafter collectively "Cross-Defendants"), as follows:

3  
4 GENERAL ALLEGATIONS

5 1. At all relevant times herein, SUNRIDGE was a Nevada Corporation formed under  
6 the laws of the State of Nevada and authorized to do business in the State of Nevada.

7 2. At all times relevant herein, each of the Cross-Defendants were either Nevada  
8 Corporations, Limited Liability Companies or unknown business entities doing business in the  
9 State of Nevada, County of Clark.

10 3. Cross Claimant is informed and believes, and thereon alleges, that each of the  
11 Cross-Defendants, and each of them, including DOES and ROES, performed architectural  
12 services, engineering services, construction related work and/or supplied materials for the  
13 construction of or around the home located at 578 Lairmont Place, City of Henderson, County of  
14 Clark, State of Nevada (referred to herein as the "Subject Property"), which is the subject of  
15 Plaintiff's Second Amended Complaint.

16 4. Cross-Defendant, BRYANT MASONRY, LLC, a Nevada Limited Liability  
17 Company, was at all times material hereto, a legal entity doing business in Nevada who  
18 designed, engineered and/or performed the work for, construction of, and/or installation of or  
19 supplied materials to the Subject Property.

20 5. Cross-Defendant, 4M CORP., a Nevada Corporation, was at all times material  
21 hereto, a legal entity doing business in Nevada who designed, engineered and/or performed the  
22 work for, construction of, and/or installation of or supplied materials to the Subject Property.

23 6. Cross-Defendant, DMK CONCRETE, INC., A Nevada Corporation, was at all  
24 times material hereto, a legal entity doing business in Nevada who designed, engineered and/or  
25 performed the work for, construction of, and/or installation of or supplied materials to the  
26 Subject Property.

1           7.       Cross-Defendant, BSH HOME APPLIANCES CORPORATION., A Delaware  
2 Corporation, was at all times material hereto, a legal entity doing business in Nevada who  
3 designed, engineered and/or performed the work for, construction of, and/or installation of or  
4 supplied materials to the Subject Property.

5           8.       Cross-Defendant CIRCLE S DEVELOPMENT DBA DECK SYSTEMS OF  
6 NEVADA, a Nevada Corporation, was at all times material hereto, a legal entity doing business  
7 in Nevada who designed, engineered and/or performed the work for, construction of, and/or  
8 installation of or supplied materials to the Subject Property.

9           9.       Cross-Defendant, GREEN PLANET LANDSCAPING, LLC, a Nevada Limited  
10 Liability Company, was at all times material hereto, a legal entity doing business in Nevada who  
11 designed, engineered and/or performed the work for, construction of, and/or installation of or  
12 supplied materials to the Subject Property.

13          10.       Cross-Defendant, GENERAL ELECTRIC COMPANY, a Foreign Corporation,  
14 was at all times material hereto, a legal entity doing business in Nevada who designed,  
15 engineered and/or performed the work for, construction of, and/or installation of or supplied  
16 materials to the Subject Property.

17          11.       Cross-Defendant, IVIE MECHANICAL, INC., a Nevada Corporation, was at all  
18 times material hereto, a legal entity doing business in Nevada who designed, engineered and/or  
19 performed the work for, construction of, and/or installation of or supplied materials to the  
20 Subject Property.

21          12.       Cross-Defendant, J.C.W. CONCRETE, INC., a Nevada Corporation, was at all  
22 times material hereto, a legal entity doing business in Nevada who designed, engineered and/or  
23 performed the work for, construction of, and/or installation of or supplied materials to the  
24 Subject Property.

25          13.       Cross-Defendant, LIFEGUARD POOL MAINTENANCE DBA LIFEGUARD  
26 POOLS, a Nevada Corporation, was at all times material hereto, a legal entity doing business in  
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1 Nevada who designed, engineered and/or performed the work for, construction of, and/or  
2 installation of or supplied materials to the Subject Property.

3 14. Cross-Defendant, MOUNTAIN WEST ELECTRIC, a Nevada Corporation, was  
4 at all times material hereto, a legal entity doing business in Nevada who designed, engineered  
5 and/or performed the work for, construction of, and/or installation of or supplied materials to the  
6 Subject Property.

7 15. Cross-Defendant, PYRAMID PLUMBING, INC., a Nevada Corporation, was at  
8 all times material hereto, a legal entity doing business in Nevada who designed, engineered  
9 and/or performed the work for, construction of, and/or installation of or supplied materials to the  
10 Subject Property.

11 16. Cross-Defendant, RIVERA FRAMING, INC., a Nevada Corporation, was at all  
12 times material hereto, a legal entity doing business in Nevada who designed, engineered and/or  
13 performed the work for, construction of, and/or installation of or supplied materials to the  
14 Subject Property.

15 17. Cross-Defendant, S&L ROOFING, INC., a Nevada Corporation, was at all times  
16 material hereto, a legal entity doing business in Nevada who designed, engineered and/or  
17 performed the work for, construction of, and/or installation of or supplied materials to the  
18 Subject Property.

19 18. Cross-Defendant, SPRAY PRODUCT APPLICATIONS, LLC, a Nevada Limited  
20 Liability Company, was at all times material hereto, a legal entity doing business in Nevada who  
21 designed, engineered and/or performed the work for, construction of, and/or installation of or  
22 supplied materials to the Subject Property.

23 19. Cross-Defendant, WINDOW INSTALLATION SPECIALISTS, LLC, A Nevada  
24 Limited Liability Company, was at all times material hereto, a legal entity doing business in  
25 Nevada who designed, engineered and/or performed the work for, construction of, and/or  
26 installation of or supplied materials to the Subject Property.  
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20. Cross-Claimant is presently unaware of the true names and capacities and liability of Cross-Defendants named herein as MOES 1 through 100, inclusive, and ZOE CORPORATIONS 1 through 100, inclusive, and Cross-Claimant will seek leave of Court to amend this Cross Claim to allege their true names and capacities after the same have been ascertained.

21. Cross-Claimant is informed and believe, and thereon allege, that each of the Cross-Defendants, including MOES 1 through 100, inclusive, and ZOE CORPORATIONS 1 through 100, inclusive, dispute Cross Claimant's contentions herein and are in some manner legally responsible for the acts and omissions alleged herein, and actually and proximately caused and contributed to the various injuries and damages referred to herein.

22. Cross-Claimant is informed and believe, and thereon allege, that at all times herein mentioned, each of the Cross-Defendants, including MOES and ZOES, was the agent, partner, co-developer, joint venturer and/or employee of each of the remaining Cross-Defendants and MOES and ZOES, and were at all times mentioned acting within the course and scope of such agency and employment.

### FIRST CLAIM FOR RELIEF

**(Breach of Contract as to All Cross-Defendants)**

23. Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 22 of this Cross Claim as though fully set forth herein.

24. Cross-Claimant is informed and believes, and thereon alleges, that pursuant to the terms of written agreements, Cross-Defendants undertook obligations, including but not limited to, maintaining liability policies, naming Cross-Claimant as an additional insured under their respective policies of liability insurance, indemnifying Cross-Claimant, defending Cross-Claimant, and performing their work in a good and workmanlike manner in accordance with the plans and specifications for the construction of the Subject Property.

1           25. Cross-Claimant has fully performed all conditions, covenants and promises  
2 required of it in accordance with the terms and conditions of the written agreements.

3           26. Cross-Claimant is informed and believes, and thereon alleges, that Cross-  
4 Defendants, and each of them, have breached the written agreements by refusing and failing to  
5 comply with their contractual obligations to maintain liability insurance, to name Cross-Claimant  
6 as an additional insured under Cross-Defendants' policies of liability insurance, to indemnify  
7 Cross-Claimant, to defend Cross-Claimant, and to perform their work in a good and  
8 workmanlike manner, without defects, and in accordance with the written agreements.

9           27. Cross-Claimant has provided notice of the breach of contract, or by way of this  
10 Third Party Complaint, hereby provides notice of the breach to Cross-Defendants.

11           28. It has been necessary for Cross-Claimant to retain Resnick & Louis, P.C. to  
12 defend against the Complaint filed by Plaintiff as well as any subsequent amendments Plaintiff  
13 may file in the future. As a result, Cross-Claimant has incurred, and continues to incur, costs and  
14 attorneys' fees defending this action and in prosecuting the Third Party Complaint.

15           29. Cross-Claimant is entitled to recover, from the Cross-Defendants, the costs and  
16 attorneys' fees Cross-Claimant has incurred in defending this action against the Plaintiff and in  
17 persecuting this action against the Cross-Defendants. The amount of the costs and attorneys'  
18 fees Cross-Claimant has had to consequently incur will be established according to proof at trial.

19                           **SECOND CLAIM FOR RELIEF**

20                           **(Express Indemnity as to All Cross-Defendants)**

21           30. Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 29 of  
22 this Cross Claim as though fully set forth herein.

23           31. Cross-Claimant is informed and believes, and based thereon alleges, that it  
24 entered into written agreements with Cross-Defendants wherein the Cross-Defendants agreed to  
25 defend and indemnify Cross-Claimant.  
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32. Cross-Claimant is informed and believes, and based thereon alleges that the defects and damages asserted by Plaintiff in her Complaint involved alleged defects and alleged damage to the Subject Property.

33. Cross-Claimant is informed and believes, and thereon alleges that any damages alleged by Counterclaimant were caused by Cross-Defendants, and each of them, and arise out of the performance of the Cross-Defendants' obligations pursuant to the written agreements referred to herein.

34. Cross-Claimant is informed and believes, and based thereon alleges that Cross-Defendants have failed and refused to defend and indemnify Cross-Claimant.

35. Cross-Claimant is informed and believes, and based thereon alleges that Cross-Defendants continue to fail and refuse to defend and indemnify Cross-Claimant.

36. It has been necessary for Cross-Claimant to retain Resnick & Louis, P.C. to defend against the Complaint filed by the Plaintiff as well as any subsequent amendments Plaintiff may file in the future. As a result, Cross-Claimant has incurred, and continues to incur, costs and attorneys' fees in defending this action and in prosecuting the Cross Claim.

37. Cross-Claimant is entitled to express indemnity from the Cross-Defendants and to recover its costs and attorneys' fees according to proof at trial.

### THIRD CLAIM FOR RELIEF

(Breach of Express Warranty as to All Cross-Defendants)

38. Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 37 of this Cross Claim as though fully set forth herein.

39. The written agreements between Cross-Claimant and Cross-Defendants provide the descriptions of the work to be performed by Cross-Defendants and the Cross-Defendants' guarantees and warranties of their work.

40. As set forth in the written agreements between Cross-Claimant and Cross-Defendants, Cross-Defendants agreed and guaranteed to perform their respective scope of work in a good and workmanlike manner and to provide warranties for their work.

41. Cross-Claimant relief upon such warranties and believed in good faith that the Subject Property would comply with the approved plans and specifications and would be free from defective construction or workmanship.

42. Cross-Claimant has fully performed all conditions and promises required on their part to be performed in accordance with the terms and conditions of the underlying written agreements.

#### FOURTH CLAIM FOR RELIEF

**(Declaratory Relief Regarding Duty to Defend as to All Cross-Defendants)**

43. Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 42 of this Cross Claim as though fully set forth herein.

44. An actual controversy exists between Cross-Claimant and Cross-Defendants as to their rights and liabilities with respect to any ultimate responsibility to Plaintiff and with respect to the rights of the Cross-Claimant to receive, or duty of the Cross-Defendants to provide, a defense to Cross-Claimant.

45. Cross-Claimant is informed and believes, and thereon alleges, that Cross-Defendants contend to the contrary. Therefore, an actual controversy exists relative to the legal rights and duties of the respective parties pursuant to their written agreements, which controversy Cross-Claimant requests the Court to resolve in the form of Declaratory Judgment.

#### FIFTH CLAIM FOR RELIEF

(Declaratory Relief Regarding Duty to Indemnify as to All Cross-Defendants)

46. Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 45 of this Cross Claim as though fully set forth herein.

1           47.     An actual controversy exists between Cross-Claimant and Cross-Defendants as to  
2 their rights and liabilities with respect to any ultimate responsibility to Plaintiff and with respect  
3 to the rights to receive, or duty to provide, indemnification in proportion to their comparative  
4 fault, if any.

5           48.     Cross-Claimant is informed and believes, and thereon alleges, that Cross-  
6 Defendants contend to the contrary. Therefore, an actual controversy exists relative to the legal  
7 rights and duties of the respective parties pursuant to their written agreements, which controversy  
8 Cross-Claimant requests the Court to resolve in the form of Declaratory Judgment.

9                               **SIXTH CLAIM FOR RELIEF**

10                           **(Equitable Indemnity as to All Cross-Defendants)**

11           49.     Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 48 of  
12 this Cross Claim as though fully set forth herein.

13           50.     By reason of the foregoing, if Plaintiff should recover judgment against Cross-  
14 Claimant and/or if Cross-Claimant should enter into a settlement or compromise with Plaintiff,  
15 then Cross-Claimant will be entitled to judgment in the like amount, or in proportion to fault, for  
16 comparative indemnity over and against Cross-Defendants.

17                           **SEVENTH CLAIM FOR RELIEF**

18                           **(Breach of Implied Warranty as to All Cross-Defendants)**

19           51.     Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 50 of  
20 this Cross Claim as though fully set forth herein.

21           52.     Cross-Claimant is informed and believes, and based thereon alleges that Cross-  
22 Defendants impliedly warranted that the Subject Property and/or adjacent improvements were  
23 designed and constructed in a reasonably workmanlike manner.

24           53.     Cross-Claimant is informed and believes, and based thereon alleges that Cross-  
25 Defendants impliedly warranted that the Subject Property and/or adjacent improvements were of  
26 merchantable quality and safe and fit for their foreseeable intended use.  
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1           54. Cross-Claimant intends this Third Party Complaint to constitute notice to said  
2 Cross-Defendants of their breach of implied warranty.

3                           **EIGHTH CLAIM FOR RELIEF**

4                           **(Contribution as to All Cross-Defendants)**

5           55. Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 54 of  
6 this Third Party Complaint as though fully set forth herein.

7           56. Based upon the acts and/or omissions of Cross-Defendants, if judgment is  
8 rendered in favor of Plaintiff and against Cross-Claimant, Cross-Claimant is entitled to  
9 contribution from the Cross-Defendants.

10          57. Cross-Claimant herein has been required to retain the services of Resnick &  
11 Louis, P.C. to prosecute this action, and is entitled to an award of attorneys' fees and costs.

12                           **NINTH CLAIM FOR RELIEF**

13                           **(Apportionment against All Cross-Defendants)**

14          58. Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 57 of  
15 this Third Party Complaint as though fully set forth herein.

16          59. Based upon the acts and/or omissions of Cross-Defendants, if judgment is  
17 rendered in favor of Plaintiff and against Cross-Claimant, Cross-Claimant is entitled to an  
18 apportionment of liability among the Cross-Defendants.

19          60. Cross-Claimant has been required to retain the services of Resnick & Louis, P.C.  
20 to prosecute this action and is entitled to an award of attorneys' fees and costs.

21                           **TENTH CLAIM FOR RELIEF**

22                           **(Negligence against All Cross-Defendants)**

23          61. Cross-Claimant repeats, re-alleges and incorporates Paragraphs 1 through 60 of  
24 this Third Party Complaint as though fully set forth herein.

25          62. Cross-Claimant is informed and believes, and based thereon alleges that Cross-  
26 Defendants negligently, carelessly and wrongfully failed to use reasonable care in the design,  
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1 development, manufacture, supervision, maintenance, repair, supply of material, installation,  
2 inspection and/or construction of the Subject Property that is at issue in the Second Amended  
3 Complaint and which is more particularly described therein.

4 63. Cross-Claimant is further informed and believes, and based thereon alleges that  
5 Cross-Defendants negligently and carelessly failed to exercise reasonable care and diligence to  
6 avoid loss and to minimize and mitigate damages which could have been prevented by  
7 reasonable efforts on the part of Cross-Defendants or by expenditures which should have been  
8 made in the exercise of due care.

9 64. Cross-Claimant is informed and believes, and based thereon alleges, that the  
10 failures and damages alleged by Plaintiff occurred because of the negligence of Cross-  
11 Defendants.

12 65. As a direct and proximate result of the negligence of Cross-Defendants, it is  
13 herein alleged that Cross-Claimant has incurred and continues to incur costs and expenses  
14 including but not limited to litigation costs, contractors' fees, attorneys' fees and consultants'  
15 fees to inspect, repair and mitigate damages arising out of the alleged negligent design,  
16 construction, repair and maintenance and to defend against Plaintiff's action herein.

17 66. Cross-Claimant has been required to retain the services of Resnick & Louis, P.C.  
18 to prosecute this action and is entitled to an award of attorneys' fees and costs.

19 **WHEREFORE**, Cross-Claimant respectfully requests that this Court enter judgment  
20 against Cross-Defendants, and each of them as follows:

21 1. A determination that Cross-Defendants, and each of them, contributed in some  
22 percentage to the loss, damage and detriment alleged by Plaintiff and for a declaration of  
23 percentage by which the conduct of Cross-Defendants, and each of them, contributed to the loss,  
24 damage and detriment, if any, of the Plaintiff;

25 2. If the Plaintiff should recover sum or judgment against Cross-Claimant, that the  
26 Cross-Claimant should have judgment against Cross-Defendants;  
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3. That Cross-Claimant is entitled to a defense from Cross-Defendants;
4. For general and special damages in an amount to be proved at trial;
5. For indemnity of all damages and/or economic losses that Plaintiff recovers against Cross-Claimant by way of judgment, order, settlement, compromise, or trial;
6. For reasonable attorneys' fees, expert fees and costs;
7. For prejudgment and post-judgment interest;
8. For contribution pursuant to NRS 17.225; and
9. For such other and further relief as the Court may deem just, equitable, and proper.

### THIRD PARTY COMPLAINT

Third Party Plaintiff, SUNRIDGE BUILDERS, INC., a Nevada Corporation (hereinafter "SUNRIDGE"), hereby states its Third Party Complaint against BRANDON IRON, INC.; EARTHCORE INDUSTRIES, LLC; HARDY CABINETS INC., dba ARTESIA CABINETS; J.C.W. CONCRETE, INC.; JD STAIRS, INC.; PIECE OF THE ROCK; WHITE FEATHER DRYWALL & PAINT; MOES 101 through 150 and ZOE CORPORATIONS 101 through 150, inclusive (hereinafter collectively "Third Party Defendants"), as follows:

### GENERAL ALLEGATIONS

1. At all relevant times herein, SUNRIDGE was a Nevada Corporation formed under the laws of the State of Nevada and authorized to do business in the State of Nevada.
2. At all times relevant herein, each of the Third Party Defendants were either Nevada Corporations, Limited Liability Companies or unknown business entities doing business in the State of Nevada, County of Clark.
3. Third Party Plaintiff is informed and believes, and thereon alleges, that each of the Third Party Defendants, and each of them, including MOES and ZOES, performed architectural services, engineering services, construction related work and/or supplied materials

1 for the construction of or around the home located at 578 Lairmont Place, City of Henderson,  
2 County of Clark, State of Nevada (referred to herein as the "Subject Property"), which is the  
3 subject of Plaintiff's Second Amended Complaint.

4 4. Third Party Defendant, BRANDON IRON, INC., a Nevada Corporation, was at  
5 all times material hereto, a legal entity doing business in Nevada who designed, engineered  
6 and/or performed the work for, construction of, and/or installation of or supplied materials to the  
7 Subject Property.

8 5. Third Party Defendant, EARTHCORE INDUSTRIES, LLC, a Nevada Limited  
9 Liability Company, was at all times material hereto, a legal entity doing business in Nevada who  
10 designed, engineered and/or performed the work for, construction of, and/or installation of or  
11 supplied materials to the Subject Property.

12 6. Third Party Defendant, HARDY CABINETS, INC., dba ARTESIA CABINETS,  
13 a Nevada Corporation, was at all times material hereto, a legal entity doing business in Nevada  
14 who designed, engineered and/or performed the work for, construction of, and/or installation of  
15 or supplied materials to the Subject Property.

16 7. Third Party Defendant, J.C.W. CONCRETE, INC., an Nevada Corporation, was  
17 at all times material hereto, a legal entity doing business in Nevada who designed, engineered  
18 and/or performed the work for, construction of, and/or installation of or supplied materials to the  
19 Subject Property.

20 8. Third Party Defendant, JD STAIRS, INC., a Nevada Corporation, was at all times  
21 material hereto, a legal entity doing business in Nevada who designed, engineered and/or  
22 performed the work for, construction of, and/or installation of or supplied materials to the  
23 Subject Property.

24 9. Third Party Defendant, PIECE OF THE ROCK, a Nevada Corporation, was at all  
25 times material hereto, a legal entity doing business in Nevada who designed, engineered and/or  
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1 performed the work for, construction of, and/or installation of or supplied materials to the  
2 Subject Property.

3 10. Third Party Defendant, WHITE FEATHER DRYWALL & PAINT, an unknown  
4 business entity, was at all times material hereto, a legal entity doing business in Nevada who  
5 designed, engineered and/or performed the work for, construction of, and/or installation of or  
6 supplied materials to the Subject Property.

7 11. Third Party Plaintiff is presently unaware of the true names and capacities and  
8 liability of Third Party Defendants named herein as MOES 101 through 150, inclusive, and  
9 ZOES 101 through 150, inclusive, and Third Party Plaintiff will seek leave of Court to amend  
10 this Third-Party Complaint to allege their true names and capacities after the same have been  
11 ascertained.

12 12. Third Party Plaintiff is informed and believe, and thereon allege, that each of the  
13 Third Party Defendants, including MOES 101 through 150, inclusive, and ZOES 101 through  
14 150, inclusive dispute Third Party Plaintiff's contentions herein and are in some manner legally  
15 responsible for the acts and omissions alleged herein, and actually and proximately caused and  
16 contributed to the various injuries and damages referred to herein.

17 13. Third Party Plaintiff is informed and believe, and thereon allege, that at all times  
18 herein mentioned, each of the Third-Party Defendants, including MOES and ZOES, was the  
19 agent, partner, co-developer, joint venturer and/or employee of each of the remaining Third-  
20 Party Defendants and MOES and ZOES, and were at all times mentioned acting within the  
21 course and scope of such agency and employment.

22 **FIRST CLAIM FOR RELIEF**

23 **(Breach of Contract as to All Third Party Defendants)**

24 14. Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 13  
25 of this Third Party Complaint as though fully set forth herein.  
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1           15.     Third Party Plaintiff is informed and believes, and thereon alleges, that pursuant  
2 to the terms of written agreements, Third Party Defendants undertook obligations, including but  
3 not limited to, maintaining liability policies, naming Third Party Plaintiff as an additional insured  
4 under their respective policies of liability insurance, indemnifying Third Party Plaintiff,  
5 defending Third Party Plaintiff, and performing their work in a good and workmanlike manner in  
6 accordance with the plans and specifications for the construction of the Subject Property.

7           16.     Third Party Plaintiff has fully performed all conditions, covenants and promises  
8 required of it in accordance with the terms and conditions of the written agreements.

9           17.     Third Party Plaintiff is informed and believes, and thereon alleges, that Third  
10 Party Defendants, and each of them, have breached the written agreements by refusing and  
11 failing to comply with their contractual obligations to maintain liability insurance, to name Third  
12 Party Plaintiff as an additional insured under Third Party Defendants' policies of liability  
13 insurance, to indemnify Third Party Plaintiff, to defend Third Party Plaintiff, and to perform their  
14 work in a good and workmanlike manner, without defects, and in accordance with the written  
15 agreements.

16           18.     Third Party Plaintiff has provided notice of the breach of contract, or by way of  
17 this Third Party Complaint, hereby provides notice of the breach to Third Party Defendants.

18           19.     It has been necessary for Third Party Plaintiff to retain Resnick & Louis, P.C. to  
19 defend against the Complaint filed by Plaintiff as well as any subsequent amendments Plaintiff  
20 may file in the future. As a result, Third Party Plaintiff has incurred, and continues to incur,  
21 costs and attorneys' fees defending this action and in prosecuting the Third Party Complaint.

22           20.     Third Party Plaintiff is entitled to recover, from the Third Party Defendants, the  
23 costs and attorneys' fees Third Party Plaintiff has incurred in defending this action against the  
24 Plaintiff and in persecuting this action against the Third Party Defendants. The amount of the  
25 costs and attorneys' fees Third Party Plaintiff has had to consequently incur will be established  
26 according to proof at trial.  
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1 SECOND CLAIM FOR RELIEF

2 (Express Indemnity as to All Third Party Defendants)

3 21. Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 20  
4 of this Third Party Complaint as though fully set forth herein.

5 22. Third Party Plaintiff is informed and believes, and based thereon alleges, that it  
6 entered into written agreements with Third Party Defendants wherein the Third Party Defendants  
7 agreed to defend and indemnify Third Party Plaintiff.

8 23. Third Party Plaintiff is informed and believes, and based thereon alleges that the  
9 defects and damages asserted by Plaintiff in her Complaint involved alleged defects and alleged  
10 damage to the Subject Property.

11 24. Third Party Plaintiff is informed and believes, and thereon alleges that any  
12 damages alleged by Counterclaimant were caused by Third Party Defendants, and each of them,  
13 and arise out of the performance of the Third Party Defendants' obligations pursuant to the  
14 written agreements referred to herein.

15 25. Third Party Plaintiff is informed and believes, and based thereon alleges that  
16 Third Party Defendants have failed and refused to defend and indemnify Third Party Plaintiff.

17 26. Third Party Plaintiff is informed and believes, and based thereon alleges that  
18 Third Party Defendants continue to fail and refuse to defend and indemnify Third Party Plaintiff.

19 27. It has been necessary for Third Party Plaintiff to retain Resnick & Louis, P.C. to  
20 defend against the Complaint filed by the Plaintiff as well as any subsequent amendments  
21 Plaintiff may file in the future. As a result, Third Party Plaintiff has incurred, and continues to  
22 incur, costs and attorneys' fees in defending this action and in prosecuting the Third Party  
23 Complaint.

24 28. Third Party Plaintiff is entitled to express indemnity from the Third Party  
25 Defendants and to recover its costs and attorneys' fees according to proof at trial.

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### THIRD CLAIM FOR RELIEF

(Breach of Express Warranty as to All Third Party Defendants)

29. Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 28 of this Third Party Complaint as though fully set forth herein.

30. The written agreements between Third Party Plaintiff and Third Party Defendants provide the descriptions of the work to be performed by Third Party Defendants and the Third Party Defendants' guarantees and warranties of their work.

31. As set forth in the written agreements between Third Party Plaintiff and Third Party Defendants, Third Party Defendants agreed and guaranteed to perform their respective scope of work in a good and workmanlike manner and to provide warranties for their work.

32. Third Party Plaintiff relief upon such warranties and believed in good faith that the Subject Property would comply with the approved plans and specifications and would be free from defective construction or workmanship.

33. Third Party Plaintiff has fully performed all conditions and promises required on their part to be performed in accordance with the terms and conditions of the underlying written agreements.

#### FOURTH CLAIM FOR RELIEF

(Declaratory Relief Regarding Duty to Defend as to All Third Party Defendants)

34. Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 33 of this Third Party Complaint as though fully set forth herein.

35. An actual controversy exists between Third Party Plaintiff and Third Party Defendants as to their rights and liabilities with respect to any ultimate responsibility to Plaintiff and with respect to the rights of the Third Party Plaintiff to receive, or duty of the Third Party Defendants to provide, a defense to Third Party Plaintiff.

36. Third Party Plaintiff is informed and believes, and thereon alleges, that Third Party Defendants contend to the contrary. Therefore, an actual controversy exists relative to the



1 legal rights and duties of the respective parties pursuant to their written agreements, which  
2 controversy Third Party Plaintiff requests the Court to resolve in the form of Declaratory  
3 Judgment.

4 **FIFTH CLAIM FOR RELIEF**

5 **(Declaratory Relief Regarding Duty to Indemnify as to All Third Party Defendants)**

6 37. Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 36  
7 of this Third Party Complaint as though fully set forth herein.

8 38. An actual controversy exists between Third Party Plaintiff and Third Party  
9 Defendants as to their rights and liabilities with respect to any ultimate responsibility to Plaintiff  
10 and with respect to the rights to receive, or duty to provide, indemnification in proportion to their  
11 comparative fault, if any.

12 39. Third Party Plaintiff is informed and believes, and thereon alleges, that Third  
13 Party Defendants contend to the contrary. Therefore, an actual controversy exists relative to the  
14 legal rights and duties of the respective parties pursuant to their written agreements, which  
15 controversy Third Party Plaintiff requests the Court to resolve in the form of Declaratory  
16 Judgment.

17 **SIXTH CLAIM FOR RELIEF**

18 **(Equitable Indemnity as to All Third Party Defendants)**

19 40. Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 39  
20 of this Third Party Complaint as though fully set forth herein.

21 41. By reason of the foregoing, if Plaintiff should recover judgment against Third  
22 Party Plaintiff and/or if Third Party Plaintiff should enter into a settlement or compromise with  
23 Plaintiff, then Third Party Plaintiff will be entitled to judgment in the like amount, or in  
24 proportion to fault, for comparative indemnity over and against Third Party Defendants.

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1                                   **SEVENTH CLAIM FOR RELIEF**

2                                   **(Breach of Implied Warranty as to All Third Party Defendants)**

3           42.   Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 41  
4 of this Third Party Complaint as though fully set forth herein.

5           43.   Third Party Plaintiff is informed and believes, and based thereon alleges that  
6 Third Party Defendants impliedly warranted that the Subject Property and/or adjacent  
7 improvements were designed and constructed in a reasonably workmanlike manner.

8           44.   Third Party Plaintiff is informed and believes, and based thereon alleges that  
9 Third Party Defendants impliedly warranted that the Subject Property and/or adjacent  
10 improvements were of merchantable quality and safe and fit for their foreseeable intended use.

11          45.   Third Party Plaintiff intends this Third Party Complaint to constitute notice to said  
12 Third Party Defendants of their breach of implied warranty.

13                                   **EIGHTH CLAIM FOR RELIEF**

14                                   **(Contribution as to All Third Party Defendants)**

15          46.   Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 45  
16 of this Third Party Complaint as though fully set forth herein.

17          47.   Based upon the acts and/or omissions of Third Party Defendants, if judgment is  
18 rendered in favor of Plaintiff and against Third Party Plaintiff, Third Party Plaintiff is entitled to  
19 contribution from the Third Party Defendants.

20          48.   Third Party Plaintiff herein has been required to retain the services of Resnick &  
21 Louis, P.C. to prosecute this action, and is entitled to an award of attorneys' fees and costs.

22       ///

23       ///

24       ///

25       ///

26       ///

### NINTH CLAIM FOR RELIEF

(Apportionment against All Third Party Defendants)

48. Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 47 of this Third Party Complaint as though fully set forth herein.

49. Based upon the acts and/or omissions of Third Party Defendants, if judgment is rendered in favor of Plaintiff and against Third Party Plaintiff, Third Party Plaintiff is entitled to an apportionment of liability among the Third Party Defendants.

50. Third Party Plaintiff has been required to retain the services of Resnick & Louis, P.C. to prosecute this action and is entitled to an award of attorneys' fees and costs.

### TENTH CLAIM FOR RELIEF

(Negligence against All Third Party Defendants)

51. Third Party Plaintiff repeats, re-alleges and incorporates Paragraphs 1 through 50 of this Third Party Complaint as though fully set forth herein.

52. Third Party Plaintiff is informed and believes, and based thereon alleges that Third Party Defendants negligently, carelessly and wrongfully failed to use reasonable care in the design, development, manufacture, supervision, maintenance, repair, supply of material, installation, inspection and/or construction of the Subject Property that is at issue in the Second Amended Complaint and which is more particularly described therein.

53. Third Party Plaintiff is further informed and believes, and based thereon alleges that Third Party Defendants negligently and carelessly failed to exercise reasonable care and diligence to avoid loss and to minimize and mitigate damages which could have been prevented by reasonable efforts on the part of Third Party Defendants or by expenditures which should have been made in the exercise of due care.

54. Third Party Plaintiff is informed and believes, and based thereon alleges, that the failures and damages alleged by Plaintiff occurred because of the negligence of Third Party Defendants.

1           55. As a direct and proximate result of the negligence of Third Party Defendants, it is  
2 herein alleged that Third Party Plaintiff has incurred and continues to incur costs and expenses  
3 including but not limited to litigation costs, contractors' fees, attorneys' fees and consultants'  
4 fees to inspect, repair and mitigate damages arising out of the alleged negligent design,  
5 construction, repair and maintenance and to defend against Plaintiff's action herein.

6           56. Third Party Plaintiff has been required to retain the services of Resnick & Louis,  
7 P.C. to prosecute this action and is entitled to an award of attorneys' fees and costs.

8  
9           **WHEREFORE**, Third Party Plaintiff respectfully requests that this Court enter judgment  
10 against Third Party Defendants, and each of them as follows:

11           1. A determination that Third Party Defendants, and each of them, contributed in  
12 some percentage to the loss, damage and detriment alleged by Plaintiff and for a declaration of  
13 percentage by which the conduct of Third Party Defendants, and each of them, contributed to the  
14 loss, damage and detriment, if any, of the Plaintiff;

15           2. If the Plaintiff should recover sum or judgment against Third Party Plaintiff, that  
16 the Third Party Plaintiff should have judgment against Third Party Defendants;

17           3. That Third Party Plaintiff is entitled to a defense from Third Party Defendants;

18           4. For general and special damages in an amount to be proved at trial;

19           5. For indemnity of all damages and/or economic losses that Plaintiff recovers  
20 against Third Party Plaintiff by way of judgment, order, settlement, compromise, or trial;

21           6. For reasonable attorneys' fees, expert fees and costs;

22           7. For prejudgment and post-judgment interest;

23           8. For contribution pursuant to NRS 17.225; and  
24

25 ///

26 ///

27 ///

JANETTE BYRNE, as Trustee of the UOFM TRUST,

VS.

### Respondents.

Supreme Court No. 77-668  
District Court Case No. A742143

Electronically Filed  
Jan 04 2019 04:20 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

APPELLANT'S DOCKET

**All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.**

**This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.**

**A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.**

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 p.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District: Eighth Department: XXXI  
County: Clark Judge: Hon. Joanna Kishner

District Ct. Case No.: A-16-742143-D

2. **Attorney(s) filing this docketing statement:**

Attorneys: Robert Vohl Telephone: (775) 329-9229

Firm: Molof & Vohl  
Address: 301 Flint St.  
Reno, Nevada 89201

Client: ***JANETTE BYRNE, as Trustee of the UOFM TRUST***

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

3. **Attorney(s) representing respondent(s):**

Attorney(s): Lena M. Louis Telephone: (702) 997-3800  
Melissa L. Alessi  
Prescott T. Jones

Firm: RESNICK & LOUIS  
Address: 8925 W. Russell Road, Suite 220  
Las Vegas, Nevada 89148

Client(s) ***Sunridge Builders Inc.***

Attorney(s): Robert E. Schumacher Telephone: (702) 577-9300  
Brian k. Walters

Firm: GORDON REES  
Address: 300 S. 4<sup>TH</sup> Street, #1550  
Las Vegas, Nevada 89101

Client(s) ***Land West Builders, Inc.***

///

///

1 Attorney(s): William A. Lemkul Telephone: (702) 405-8100  
2 Jeffrey I. Pitegoff  
3 Christopher A. Turtzo  
4 Firm: MORRIS, SULLIVAN & LEMKUL  
5 Address: 3700 Howard Hughes Parkway, #170  
6 Las Vegas, Nevada 89169  
7 Client(s) ***Bryant Masonry, Llc***

6 Attorney(s): Kevin A. Brown Telephone: (702) 942-3900  
7 Aaron M. Young  
8 Firm: BROWN, BONN & FRIEDMAN, LLP  
9 Address: 5528 S. Fort Apache Road  
10 Las Vegas, Nevada 89148  
11 Client(s) ***DMK Concrete, Inc.***

10 Attorney(s): Jarad D. Beckman Telephone: (702) 476-0100  
11 Firm: Wolfe & Wyman  
12 Address: 6757 Spencer Street  
13 Las Vegas, Nevada 89119  
14 Client(s) ***Circle S Development dba Deck Systems of Nevada***

14 Attorney(s): Bruno Wolfenzon Telephone: (702) 836-3138  
15 Jonathan P. Rolle  
16 Firm: WOLFENZON ROLLE  
17 Address: 6725 Via Austi Pkwy, Suite 260  
18 Las Vegas, Nevada 89119  
19 Client(s) ***Green Planet Landscaping Llc***

18 Attorney(s): Marsha L. Stephenson Telephone: (702) 474-7229  
19 Jacquelyn M. Franco  
20 Firm: STEPHENSON & DICKINSON  
21 Address: 2820 W. Charleston Blvd, Suite 19  
22 Las Vegas, Nevada 89102  
23 Client(s) ***Lifeguard Pool Maint. Db a Lifeguard Pools***

22 Attorney(s): Kevin A. Brown Telephone: (702) 942-3900  
23 Firm: BROWN, BONN & FRIEDMAN, LLP  
24 Address: 5528 S. Fort Apache Road  
25 Las Vegas, Nevada 89148  
26 Client(s) ***Prestige Roofing, Inc.***

26 Attorney(s): Bryce B. Buckwalter Telephone: (702) 228-6800  
27 Firm: KEATING LAW GROUP PC  
28 Address: 9130 West Russell Road, Suite 200  
Las Vegas, Nevada 89148

Client(s) ***Pyramid Plumbing***

Attorney(s): David R. Johnson

Telephone: 702-997-5974

Firm: DAVID R. JOHNSON, PLLC

Address: 8712 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Client(s) ***Rivera Framing Inc. Db a Rivera Framers***

Attorney(s): William A. Lemkul

Telephone: (702) 405-8100

Jeffrey I. Pitegoff

Christopher A. Turtzo

Firm: MORRIS, SULLIVAN & LEMKUL

Address: 3700 Howard Hughes Parkway, #170

Las Vegas, Nevada 89169

Client(s) ***S&L Roofing, Inc.***

**4. Nature of disposition below (check all that apply):**

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

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

N/A.

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

N/A.

///

///



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

4 N/A.

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

6 This is a construction defect action subject to NRS 40.600 et al. Appellant's home was  
7 substantially completed on May 26, 2009. On December 2, 2015, Appellant issued its Chapter 40  
8 Notice and the parties proceeded to engage in the prelitigation process. On August 22, 2016,  
9 within 30 days of the conclusion of the mediation, Plaintiff filed her Complaint. The District  
10 Court granted Summary Judgment against Plaintiff, ruling that Plaintiff's complaint was  
11 untimely under AB 125 and NRS 11.202 (together providing for a 6-year statute of repose plus a  
one-year grace period). The district court further ruled that the statute of limitations was not  
extended by NRS 40.695, which expressly tolls the statute until prelitigation mediation has been  
concluded, or one year after the notice of the claim has been given, whichever is earlier.

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

- 14 (1) Whether the district court erred in ruling that the 6-year statute of repose barred Plaintiff's action,  
15 notwithstanding that AB 125 provides a 1-year grace period from February 24, 2015 for filing  
16 Chapter 40 actions and NRS 40.695 tolls the statute until the earlier of 30 days after the conclusion  
17 of mediation or one year after the notice of the claim has been given, where Plaintiff served her  
18 Chapter 40 Notice of Claim during the grace period and filed this action within 30 days of the  
conclusion of the mediation and within 1-year of the Notice.
- (2) Whether the district court erred in awarding attorney's fees to Lands West Builders based on  
NRCP 68.

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

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

25 ☒ N/A

26 ☐ Yes

27 ☐ No

28 If not, explain:

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

- 2 ☐ Reversal of well-settled Nevada precedent (identify the case(s))  
3 ☐ An issue arising under the United States and/or Nevada Constitutions  
4 ☐ A substantial issue of first impression  
5 ☒ An issue of public policy  
6 ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions.  
7 ☐ A ballot question

8 If so, explain: This case involves a substantial issue of first impression and an issue of  
9 public policy because neither the Nevada Supreme Court nor the Court of Appeals has addressed  
10 the interplay between the tolling provisions of NRS 40.695 and the newly enacted statute of  
11 repose and grace period under AB 125 (effective February 24, 2015). It is Appellant's  
12 understanding that Nevada district courts have reached different conclusions on how these  
13 statutes should be interpreted.

14 **13. Trial.** If this action proceeded to trial, how many days did the trial last? N/A  
15 Was it a bench trial or a jury trial? N/A

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

18 No.

19 **15. Date of entry of written judgment or order appealed from:**

20 December 14, 2017 (summary judgment); March 13, 2018 (order awarding attorney's fees).

21 **16. Date written notice of entry of judgment or order was served:** December 15, 2017  
(summary judgment)

22 Was service by:

- 23 ☐ Delivery  
24 ☒ Mail/electronic/fax

25 **17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP  
26 50(b), 52(b), or 59)**

27 (a) Specify the type of motion, the date and method of service of the motion, and the date of  
28 filing.

- ☐ NRCP 50(b) Date of filing  
☐ NRCP 52(b) Date of filing  
☐ NRCP 59 Date of filing

(b) Date of entry of written order resolving tolling motion: March 1, 2018

(c) Date written notice of entry of judgment or order was served:

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. Date notice of appeal filed:**

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal: December 10, 2018

**19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other: NRAP 4(a)(1).**

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

(a)

☒ NRAP 3A(b)(1)    ☐ NRS 38.205

☐ NRCP 3A(b)(2)    ☐ NRS 233B.150

☐ NRCP 3A(b)(3)    ☐ NRS 703.376

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

This appeal is from a final judgment as certified under NRCP 54(b).

**21. List all parties involved in the action or consolidation actions in the district court:**

(a)

Parties:

Plaintiff:

1) Janette Byrne, as Trustee of the UOFM Trust

Defendants:

1) Sunridge Builders, Inc.;

2) Lands West Builders, Inc.;

3) Avanti Products, LLC,

4) Bryant Masonry, LLC,

5) BSH Home Appliances Corporation,

6) Circle S Development dba Deck Systems Nevada;

7) DMK Concrete, Inc.;

8) 4M Corp.,

9) General Electric Company,;

10) Green Planet Landscapings, LLC;

11) Ivie Mechanical Inc.;

- 12) J.C.W. Concrete, Inc.;
- 13) Karl Henry Linsenbardt dba Signature Door & Trim;
- 14) Lifeguard Pool Maint. dba Lifeguard Pools;
- 15) Mountain West Electric;
- 16) Prestige Roofing, Inc.;
- 17) Pyramid Plumbing;
- 18) Rivera Framing Inc. dba Rivera Framers;
- 19) S&L Product Applications, LLC;
- 20) Spray Product Applications, LLC;
- 21) Trim Time LLC dba Blitz Construction;
- 22) Window Installation Specialists, LLC;

Cross-Claimant:

- 1) Sunridge Builders, Inc.

Cross-Defendants:

- 1) Bryan Masonry, LLC;
- 2) 4M Corp.;
- 3) BSH Home Appliances Corporation;
- 4) Circle S Development dba Deck Systems of Nevada;
- 5) DMK Concrete, Inc.;
- 6) General Electric Company;
- 7) Green Planet Landscaping, LLC;
- 8) Ivie Mechanical, Inc.;
- 9) J.C.W. Concrete, Inc.;
- 10) Lifeguard Pool Maintenance dba Lifeguard Pools;
- 11) Mountain West Electric;
- 12) Pyramid Plumbing, Inc.;
- 13) Rivera Framing Inc.;
- 14) S&L Roofing, Inc.;
- 15) Spray Product Application, LLC;
- 16) Window Installation Specialists, LLC.

Third-Party Plaintiff:

- 1) Sunridge Builders, INC.

Third-Party Defendants:

- 1) Brandon Iron, Inc.;
- 2) Earthcore Industries, LLC;
- 3) Hardy Cabinets Inc., dba Artesia Cabinets;
- 4) J.C.W. Concrete, Inc.;
- 5) JD Stairs, Inc.;

- 6) Piece of the Rock;
- 7) White Feather Drywall & Paint.

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

Janette Byrne, as Trustee of the UOFM Trust reached settlements with Avanti Products, LLC; BSH Home Appliances Corporation; General Electric Company; Ivie Mechanical Inc.; and Trim Time LLC dba Blitz Construction and these parties have been dismissed. Appellant also voluntarily dismissed its claims against 4M Corp. and Mountain West Electric.

Additionally, Default Judgment's in favor of Appellant were granted against J.C.W. CONCRETE, INC.; KARL HENRY LINSENBARDT DBA SIGNATURE DOOR & TRIM; SPRAY PRODUCT APPLICATIONS, LLC; and WINDOW INSTALLATION SPECIALISTS, LLC.

Any remaining parties are cross-defendants and/or third-party defendants with respect to claims brought against them by SUNRIDGE BUILDERS, INC.'s and there were no claims by or between such parties and Plaintiff.

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

**Appellant's Claims:**

- 1) Breach of Implied Warranty
- 2) Breach of Express Warranty
- 3) Negligence/Negligence Per se
- 4) Alter Ego (against Sunridge Builders, Inc. and Lands West Builders, Inc.)
- 5) Successor Liability (against Sunridge Builders, Inc. and Lands West Builders, Inc.)
- 6) Declaratory and Equitable Relief Regarding NRS 40.60 et seq.
- 7) Strict Liability (against BSH Home Appliances Corporation.)
- 8) Professional Negligence (as to Design Professionals)

**Sunridge Builders, Inc.'s Cross Claims and Third-Party Claims:**

- 1) Breach of Contract
- 2) Express Indemnity
- 3) Breach of Express Warranty
- 4) Declaratory Relief Regarding Duty to Defend
- 5) Declaratory Relief Regarding Duty to Indemnify
- 6) Equitable Indemnity
- 7) Breach of Implied Warranty
- 8) Contribution
- 9) Apportionment

10) Negligence

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

- ☐ Yes  
☒ No

24. If you answered "No" to question 23, complete the following:

(a) Specify the claims remaining pending below:

As of the date of the summary judgment, claims remained pending by Plaintiff against parties who had never appeared in the action and defendants who were not parties to the summary judgment. Plaintiff subsequently obtained judgments or orders of dismissal with respect to all of her claims against all defendants who appeared in the action.

Additionally, Sunridge Builders, Inc. still has all of its cross-claims and third-party claims outstanding.

(b) Specify the parties remaining below:

- 1) Bryant Masonry, LLC;
- 2) 4M Corp.;
- 3) BSH Home Appliances Corporation,;
- 4) Circle S Development dba Deck Systems of Nevada;
- 5) DMK Concrete, Inc.;
- 6) General Electric Company;
- 7) Green Planet Landscaping, LLC;
- 8) Ivie Mechanical, Inc.;
- 9) J.C.W. Concrete, Inc.,
- 10) Lifeguard Pool Maintenance dba Lifeguard Pools,;
- 11) Mountain West Electric,;
- 12) Pyramid Plumbing, Inc.;
- 13) Rivera Framing Inc.;
- 14) S&L Roofing Inc.;
- 15) Spray Product Applications, LLC,;
- 16) Window Installation Specialists, LLC.;
- 17) Brandon Iron, Inc.;
- 18) Earthcore Industries, LLC,;
- 19) Hardy Cabinets Inc., dba Artesia Cabinets,;
- 20) JD Stairs, Inc.;
- 21) Piece of the Rock;
- 22) White Feather Drywall & Paint.

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

☒ Yes

☐ No

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

☒ Yes

☐ No

25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

N/A

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

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

#### VERIFICATION

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

Janette Byrne, as Trustee of the UOFM Trust  
Name of appellant

Molof & Vohl  
Name of counsel of record

1/2/2019

Date

/s/ Robert C. Vohl

Signature of counsel of record

Wahoe County Nevada  
State and county where signed

**CERTIFICATE OF SERVICE**  
**Byrne v. Sunridge Builders, Inc., et al.**  
**Supreme Court No. 77668**

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 **January 2, 2019**, I served the foregoing document described as **APPELANT'S DOCKETING STATEMENT**, 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***

  X   **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