

Electronically Filed  
Oct 04 2019 03:54 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

NOTC

**CARRIE E. HURTIK, ESQ.**

Nevada Bar No. 7028

**JONATHON R. PATTERSON, ESQ.**

Nevada Bar No. 9644

**HURTIK LAW & ASSOCIATES**

6767 West Tropicana Ave. #200

Las Vegas, NV 89103

(702) 966-5200 Telephone

(702) 966-5206 Facsimile

churtik@hurtiklaw.com

jpatterson@hurtiklaw.com

Attorneys for Plaintiff/Counter-defendant,  
DESERT VALLEY CONTRACTING, INC.

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

DESERT VALLEY CONTRACTING, INC. a  
Nevada corporation,

Plaintiff,

vs.

IN-LO PROPERTIES, a Nevada limited  
liability company; EUGENE INOSE, an  
individual; JEFFREY LOUIE, an individual;  
DOES 1 through 10; and ROE ENTITIES 1  
through 10,

Defendants.

EUGENE INOSE, an individual;

Counterclaimant,

vs.

DESERT VALLEY CONTRACTING, INC., a  
Nevada corporation; DOES I through X,  
inclusive, and ROE CORPORATIONS I  
through X, inclusive,

Counterdefendants,

Case No.: A-16-734351-C  
Dept. No.: XV

**NOTICE OF APPEAL**

**NOTICE OF APPEAL**

NOTICE IS HEREBY GIVEN that the above-named Plaintiff, DESERT VALLEY CONTRACTING, INC. by and through their counsel or record, HURTIK LAW & ASSOCIATES, hereby appeals to the Supreme Court of Nevada from the Judgment entered against them on September 4, 2019, by the Eighth Judicial District Court in the above-captioned action.

DATED this 30 day of September, 2019.

**HURTIK LAW & ASSOCIATES**



**CARRIE E. HURTIK, ESQ.**

Nevada Bar No. 7028

**JONATHON R. PATTERSON, ESQ.**

Nevada Bar No. 9644

**HURTIK LAW & ASSOCIATES**

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churtik@hurtiklaw.com

jpatterson@hurtiklaw.com

Attorneys for Plaintiff/Counter-defendant,  
DESERT VALLEY CONTRACTING, INC.

**CERTIFICATE OF SERVICE**

STATE OF NEVADA )

) ss.

COUNTY OF CLARK )

I, JONATHON PATTERSON, declare:

I am a resident of and employed in Clark County, Nevada. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6767 West Tropicana Avenue, Suite 200, Las Vegas, Nevada 89103.

Pursuant to N.R.C.P 5(b) and EDCR 7.26, I hereby certify that on 30 day of September 2019, I served a true and correct copy of the foregoing document described as **NOTICE OF APPEAL** on the party listed below:

BRIAN W. BOSCHKEE, ESQ.  
SEAN E. STORY, ESQ.  
HOLLEY, DRIGGS, WALCH  
FINE, WRAY, PUZEY & THOMPSON  
400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101

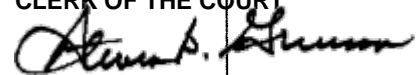
☒ **VIA U.S. MAIL:** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's practice of collection and processing correspondence by mailing. Under that practice, it would 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. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

☒ **VIA ELECTRONIC SERVICE:** by transmitting via electronic service maintained by court's electronic filing system, on whom it is served at the electronic service address as last given by that person on any e-document which he/she has filed in the action and served on the party making the service. The copy of the document served by electronic service bears a notation of the date and time of transmission and the electronic mail address to which transmitted. A confirmation of the electronic service containing the electronic mail addresses to which the e-document(s) was/were transmitted will be maintained with the e-document(s) served.

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

Executed at Las Vegas, Nevada on September 30, 2019

  
JONATHON PATTERSON, an employee of  
HURTIK LAW & ASSOCIATES



1 **STAT**

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 6767 West Tropicana Ave. #200

8 Las Vegas, NV 89103

9 (702) 966-5200 Telephone

10 (702) 966-5206 Facsimile

11 churtik@hurtiklaw.com

12 jpatterson@hurtiklaw.com

13 Attorneys for Plaintiff,

14 DESERT VALLEY CONTRACTING, INC.

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 DESERT VALLEY CONTRACTING, INC. a  
18 Nevada corporation,

19 Plaintiff,

20 vs.

21 IN-LO PROPERTIES, a Nevada limited liability  
22 company; EUGENE INOSE, an individual;  
23 JEFFREY LOUIE, an individual; DOES 1  
24 through 10; and ROE ENTITIES 1 through 10,

25 Defendants.

Case No.: A-16-734351-C

Dept. No.: XV

**CASE APPEAL STATEMENT**

**CASE APPEAL STATEMENT**

**1. Name of appellant filing this case appeal statement:**

DESERT VALLEY CONTRACTING, INC.

**2. Identify the judge issuing the decision, judgement, or order appealed from:**

HON. JOE HARDY

**3. Identify each appellant and the name and address of counsel for each appellant:**

**Appellants:**

DESERT VALLEY CONTRACTING, INC.

**Counsel for Appellants:**

CARRIE E. HURTIK, ESQ.  
JONATHON R. PATTERSON, ESQ.  
HURTIK LAW & ASSOCIATES  
6767 West Tropicana Ave. Suite #200  
Las Vegas, NV 89103

**4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):**

**Respondent:**

IN-LO PROPERTIES,  
EUGENE INOSE, and  
JEFFREY LOUIE

**Counsel for Respondents IN-LO PROPERTIES, EUGENE INOSE,  
and JEFFERY LOUIE :**

BRIAN W. BOSCHKEE, ESQ.  
SEAN E. STORY, ESQ.  
HOLLEY, DRIGGS, WALCH  
FINE, WRAY, PUZEY & THOMPSON  
400 South Fourth Street, Third Floor  
Las Vegas, Nevada 89101

**5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission):**

Based upon information and belief, all attorneys listed in questions 3 and 4 are licensed to practice law in Nevada.

**6. Indicate whether appellant was represented by appointed or retained counsel in the district court:**

Appellant was represented by retained counsel in District Court.

**7. Indicate whether appellant is represented by appointed or retained counsel on appeal:**

Appellant is represented by appointed or retained counsel on appeal

**8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave:**

NOT APPLICABLE

**9. Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed):**

COMPLAINT FILED ON March 31, 2016.

**10. Provide a brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:**

A. The subject matter of this case concerns issues surrounding contractual repairs at 587 Saint Croix, Henderson, NV 89012. Plaintiff DESERT VALLEY CONTRACTING, INC. was contracted to serve as General Contractor overseeing the repairs to be performed at 587 Saint Croix, Henderson, NV 89012 with Defendant INOSE. The above referenced contract states, among other things, that all work beyond any insurance claims would be paid by defendant within Ten (10) days. The contract further states that if the Defendant INOSE terminates the contract he is liable for all fees, costs, and profit the Plaintiff would have earned had the contract not been repudiated. Plaintiff contracted with several sub-contractors to perform the repairs at 587 Saint Croix, Henderson, NV 89012 Defendant INOSE breached the contract multiple times by failing to pay for upgrades and by failing to pay fees, costs, and profit after repudiating the contract.

///

1 B. On March 31, 2016, the Plaintiff filed the instant action alleging Four (4) claims of  
2 action against the Defendants.

3 C. On April 8-11, 2019, June 19-21, 2019, and July 24, 2019, a bench trial was held in this  
4 case.

5 D. On September 3, 2019 the Court entered final judgment. On March 1, 2019 the Notice  
6 of Entry of Order was filed. Plaintiff now appeals final judgment.

7 E. This appeal is based on the Court's ruling regarding Plaintiff's proof of damages. The  
8 Court ruled that although the Defendant had breached the Contract, the Plaintiff did not provide  
9 sufficient proof of damages.  
10

11  
12 **11. Indicate whether the case has previously been the subject of an appeal to or original**  
13 **writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket**  
14 **number of the prior proceeding:**

15  
16 This case has not previously been the subject of an appeal to or original writ proceeding in  
17 the Supreme Court.

18 **12. Indicate whether this appeal involves child custody or visitation:**

19 This case does not involve child custody or visitation.

20 ///

21 ///

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23 ///

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28 ///

1 **13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:**

2 This case involves the possibility of settlement.

3  
4 Dated this 3 day of September, 2019

5 **HURTIK LAW & ASSOCIATES**

6   
7  
8 **CARRIE E. HURTIK, ESQ.**

Nevada Bar No. 7028

9 **JONATHON R. PATTERSON, ESQ.**

Nevada Bar No. 9644

10 **HURTIK LAW & ASSOCIATES**

11 6767 West Tropicana Ave. #200

12 Las Vegas, NV 89103

13 (702) 966-5200 Telephone

14 (702) 966-5206 Facsimile

15 Attorneys for Plaintiff,

16 **DESERT VALLEY CONTRACTING, INC.**



**CERTIFICATE OF SERVICE**

1 **STATE OF NEVADA** )  
2 ) ss.  
3 **COUNTY OF CLARK** )

4 I, JONATHON R. PATTERSON, declare:

5 I am a resident of and employed in Clark County, Nevada. I am over the age of eighteen  
6 (18) years and not a party to the within action. My business address is 6767 West Tropicana  
7 Avenue, Suite 200, Las Vegas, Nevada 89103.

8  
9 Pursuant to N.R.C.P 5(b) and EDCR 7.26, I hereby certify that on 30 day of September  
10 2019, I served a true and correct copy of the foregoing document described as **CASE APPEAL**  
11 **STATEMENT** on the party listed below:

12 BRIAN W. BOSCHEE, ESQ.  
13 HOLLEY, DRIGGS, WALCH  
14 FINE, WRAY, PUZEY & THOMPSON  
400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101  
Attorneys for Defendants

15 ☒ **VIA ELECTRONIC SERVICE:** by transmitting via electronic service maintained by  
16 court's electronic filing system, on whom it is served at the electronic service address as  
17 last given by that person on any e-document which he/she has filed in the action and served  
18 on the party making the service. The copy of the document served by electronic service  
19 bears a notation of the date and time of transmission and the electronic mail address to  
which transmitted. A confirmation of the electronic service containing the electronic mail  
addresses to which the e-document(s) was/were transmitted will be maintained with the  
e-document(s) served.

20 ☒ **VIA U.S. MAIL:** by placing a true copy thereof enclosed in a sealed envelope with  
21 postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am  
22 "readily familiar" with the firm's practice of collection and processing correspondence by  
23 mailing. Under that practice, it would be deposited with the U.S. postal service on that  
24 same day with postage fully prepaid at Las Vegas, Nevada in the ordinary course of  
business. I am aware that on motion of the party served, service is presumed invalid if  
postal cancellation date or postage meter date is more than one day after date of deposit  
for mailing an affidavit.

25 I declare under penalty of perjury that the foregoing is true and correct.  
26 Executed at Las Vegas, Nevada on September 30, 2019

27   
28 JONATHON PATTERSON, an employee of  
HURTIK LAW & ASSOCIATES

**CASE SUMMARY****CASE NO. A-16-734351-C**

**Desert Valley Contracting Inc, Plaintiff(s)**  
**vs.**  
**IN-LO Properties LLC, Defendant(s)**

§  
§  
§  
§  
§

Location: **Department 15**  
 Judicial Officer: **Hardy, Joe**  
 Filed on: **03/31/2016**  
 Cross-Reference Case Number: **A734351**

**CASE INFORMATION****Statistical Closures**

09/03/2019 Judgment Reached (bench trial)

Case Type: **Building and Construction**

Case Status: **09/03/2019 Closed**

**DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number A-16-734351-C  
 Court Department 15  
 Date Assigned 03/31/2016  
 Judicial Officer Hardy, Joe

**PARTY INFORMATION**

		<i>Lead Attorneys</i>
<b>Plaintiff</b>	<b>Desert Valley Contracting Inc</b>	<b>Hurtik, Carrie E.</b> <i>Retained</i> 702-966-5200(W)
<b>Defendant</b>	<b>IN-LO Properties LLC</b>	<b>Boschee, Brian W.</b> <i>Retained</i> 702-791-0308(W)
	<b>Inose, Eugene</b> Removed: 09/03/2019 Dismissed	<b>Boschee, Brian W.</b> <i>Retained</i> 702-791-0308(W)
	<b>Louie, Jeffrey</b> Removed: 07/28/2016 Dismissed	
<b>Counter Claimant</b>	<b>Inose, Eugene</b> Removed: 09/03/2019 Dismissed	<b>Boschee, Brian W.</b> <i>Retained</i> 702-791-0308(W)
<b>Counter Defendant</b>	<b>Desert Valley Contracting Inc</b> Removed: 09/03/2019 Dismissed	<b>Hurtik, Carrie E.</b> <i>Retained</i> 702-966-5200(W)

**DATE****EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

03/31/2016



Complaint

Filed By: Plaintiff Desert Valley Contracting Inc  
*Complaint*

03/31/2016

















Initial Appearance Fee Disclosure

Filed By: Plaintiff Desert Valley Contracting Inc  
*Plaintiffs' Initial Appearance Fee Disclosure*

04/01/2016













**CASE SUMMARY**

**CASE NO. A-16-734351-C**

	 Summons Filed by: Plaintiff Desert Valley Contracting Inc <i>Summons</i>
04/01/2016	 Summons Filed by: Plaintiff Desert Valley Contracting Inc <i>Summons</i>
04/01/2016	 Summons Filed by: Plaintiff Desert Valley Contracting Inc <i>Summons</i>
04/01/2016	 Notice of Lis Pendens Filed by: Plaintiff Desert Valley Contracting Inc <i>Notice of Pendency of Action (Lis Pendens)</i>
06/07/2016	 Answer and Counterclaim Filed By: Defendant IN-LO Properties LLC <i>Eugene Inose's Answer to Complaint and Counterclaim</i>
06/07/2016	 Initial Appearance Fee Disclosure Filed By: Defendant IN-LO Properties LLC <i>Initial Appearance Fee Disclosure</i>
06/07/2016	 Motion to Dismiss Filed By: Defendant IN-LO Properties LLC <i>Defendants In-Lo Properties and Jeffrey Louie's Motion to Dismiss</i>
06/08/2016	 Notice of Hearing <i>Notice of Hearing</i>
06/08/2016	 Notice of Hearing <i>Notice of Hearing</i>
06/10/2016	 Motion to Expunge Lis Pendens Filed By: Defendant IN-LO Properties LLC <i>Defendant In-Lo Properties' Motion to Expunge Lis Pendens On An Order Shortening Time</i>
06/13/2016	 Certificate of Service Filed by: Plaintiff Desert Valley Contracting Inc <i>Certificate of Service</i>
06/13/2016	 Certificate of Service Filed by: Plaintiff Desert Valley Contracting Inc <i>Certificate of Service</i>
06/15/2016	 Receipt of Copy Filed by: Defendant IN-LO Properties LLC <i>Receipt of Copy</i>
06/17/2016	 Release of Lis Pendens Filed By: Plaintiff Desert Valley Contracting Inc <i>Release of Lis Pendens</i>

**CASE SUMMARY**

**CASE NO. A-16-734351-C**

06/23/2016	 Opposition to Motion Filed By: Plaintiff Desert Valley Contracting Inc <i>Plaintiff, Desert Valley Contracting, Inc.'s Opposition To Defendant, In-Lo Properties, LLC's Motion To Expunge Lis Pendens On An Order Shortening Time</i>
06/23/2016	 Opposition to Motion Filed By: Plaintiff Desert Valley Contracting Inc <i>Plaintiff, Desert Valley Contracting, Inc.'s Opposition To Defendant, In-Lo Properties, LLC's Motion To Expunge Lis Pendens On An Order Shortening Time</i>
06/27/2016	 Opposition to Motion to Dismiss Filed By: Plaintiff Desert Valley Contracting Inc <i>Plaintiff, Desert Valley Contracting, Inc.'s Opposition to Defendants, In-Lo Properties, LLC's and Jeffrey Louie's Motion to Dismiss</i>
06/28/2016	 Notice of Withdrawal of Motion Filed By: Defendant IN-LO Properties LLC <i>Notice of Withdrawal of Defendant In-Lo Properties' Motion to Expunge Lis Pendens on an Order Shortening Time</i>
07/08/2016	 Answer to Counterclaim Filed By: Plaintiff Desert Valley Contracting Inc <i>Plaintiff/Counter-defendant, Desert Valley Contracting, Inc.'s Answer to Defendant/Counterclaimant, Eugene Inose's Counterclaim</i>
07/13/2016	 Reply to Opposition Filed by: Defendant IN-LO Properties LLC <i>Defendants In-Lo Properties and Jeffrey Louie's Reply to Plaintiff Desert Valley Contracting, Inc.'s Opposition to Motion to Dismiss</i>
07/28/2016	 Order Filed By: Defendant IN-LO Properties LLC <i>Order Granting, In Part, And Denying, In Part, Defendants' In-Lo Properties and Jeffrey Louie's Motion to Dismiss</i>
07/29/2016	 Notice of Entry of Order Filed By: Defendant IN-LO Properties LLC <i>Notice of Entry of Order</i>
08/02/2016	 Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption - Granted</i>
08/04/2016	 Receipt of Copy Filed by: Plaintiff Desert Valley Contracting Inc <i>Receipt of Copy</i>
08/04/2016	 Answer to Complaint Filed by: Defendant IN-LO Properties LLC <i>Defendant IN-LO Properties' Answer To Complaint</i>
08/22/2016	 Joint Case Conference Report Filed By: Plaintiff Desert Valley Contracting Inc <i>Joint Case Conference Report</i>

# CASE SUMMARY

CASE NO. A-16-734351-C

10/06/2016	 Scheduling Order <i>Scheduling Order</i>
10/07/2016	 Disclosure Statement Party: Defendant IN-LO Properties LLC <i>In-Lo Properties and Eugene Inose's NRCP 7.1 Disclosure Statement</i>
10/11/2016	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
05/19/2017	 Notice <i>Notice of Taking Deposition Upon Oral EXamination of Defendant, Eugene Inose</i>
07/13/2017	 Order Setting Civil Non-Jury Trial <i>Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
10/03/2017	 Order Setting Settlement Conference <i>Order Setting Settlement Conference</i>
10/03/2017	 Order Setting Settlement Conference <i>Order Setting Settlement Conference</i>
10/09/2017	 Order Setting Civil Non-Jury Trial <i>Second Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
01/09/2018	 Stipulation Filed by: Plaintiff Desert Valley Contracting Inc <i>Stipulation to Continue Trial</i>
01/18/2018	 Order Setting Civil Non-Jury Trial <i>Third Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
04/12/2018	 List of Witnesses Filed By: Plaintiff Desert Valley Contracting Inc <i>Plaintiff/Counter-Defendant, Desert Valley Contracting, Inc.'s Preliminary List of Trial Witnesses and Exhibits</i>
04/27/2018	 Joint Pre-Trial Memorandum <i>Joint Pre-Trial Memorandum</i>
05/09/2018	 Order Setting Civil Non-Jury Trial <i>Fourth Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
09/14/2018	 Pre-Trial Disclosure Party: Plaintiff Desert Valley Contracting Inc <i>Plaintiff/Counter-Defendant, Desert Valley Contracting, Inc. Pre-Trial Disclosures</i>
09/19/2018	 Order Setting Civil Non-Jury Trial <i>Fourth Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
10/05/2018	 Notice of Change of Address

**CASE SUMMARY**

**CASE NO. A-16-734351-C**


Filed By: Plaintiff Desert Valley Contracting Inc  
*Notice of Change of Address*

12/14/2018	 Order Setting Civil Non-Jury Trial <i>Fifth Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
03/06/2019	 Joint Pre-Trial Memorandum <i>Joint Pre-Trial Memorandum</i>
04/01/2019	 Trial Subpoena Filed by: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>Trial Subpoena (Steve Raleigh - Desert Home Electric, Inc.)</i>
04/01/2019	 Trial Subpoena Filed by: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>Trial Subpoena (Russ Barlow - Hy-Bar Las Vegas)</i>
04/01/2019	 Trial Subpoena Filed by: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>Trial Subpoena (Miles Francis - Summit Tile &amp; Stone, LLC)</i>
04/01/2019	 Trial Subpoena Filed by: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>Trial Subpoena (Robert Ramirez)</i>
04/02/2019	 Trial Subpoena <i>Trial Subpoena</i>
04/03/2019	 Trial Subpoena <i>Trial Subpoena</i>
04/04/2019	 Trial Brief Filed By: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>Defendant In-Lo Properties and Defendant/Counterclaimant Eugene Inose's Trial Brief</i>
06/20/2019	 Brief Filed By: Plaintiff Desert Valley Contracting Inc <i>Plaintiff/Counter-Defendant Desert Valley Contracting's Trial Brief</i>
09/03/2019	 Findings of Fact, Conclusions of Law and Order Filed By: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>Defendant In-Lo Properties and Defendant/Counterclaimant Eugene Inose's Findings of Fact and Conclusions of Law</i>
09/04/2019	 Notice of Entry of Findings of Fact, Conclusions of Law Filed By: Defendant IN-LO Properties LLC <i>Notice of Entry of Findings of Fact and Conclusions of Law</i>
09/06/2019	 Memorandum of Costs and Disbursements Filed By: Defendant IN-LO Properties LLC <i>Memorandum of Costs and Disbursements</i>
09/06/2019	 Certificate of Service

# CASE SUMMARY

CASE NO. A-16-734351-C

Filed by: Defendant IN-LO Properties LLC  
Certificate of Service

09/20/2019  Motion for Attorney Fees and Costs  
Filed By: Defendant IN-LO Properties LLC  
Defendants' Motion for Attorney's Fees and Costs

09/20/2019  Clerk's Notice of Hearing  
Notice of Hearing

09/30/2019  Notice of Appeal  
Notice fo Appeal

09/30/2019  Case Appeal Statement  
Case Appeal Statement

## **DISPOSITIONS**


07/28/2016 **Order of Dismissal Without Prejudice** (Judicial Officer: Hardy, Joe)  
Debtors: Desert Valley Contracting Inc (Plaintiff)  
Creditors: Jeffrey Louie (Defendant)  
Judgment: 07/28/2016, Docketed: 08/04/2016

09/03/2019 **Order** (Judicial Officer: Hardy, Joe)  
Debtors: Desert Valley Contracting Inc (Plaintiff)  
Creditors: IN-LO Properties LLC (Defendant), Eugene Inose (Defendant)  
Judgment: 09/03/2019, Docketed: 09/04/2019  
Debtors: Eugene Inose (Counter Claimant)  
Creditors: Desert Valley Contracting Inc (Counter Defendant)  
Judgment: 09/03/2019, Docketed: 09/04/2019

09/03/2019 **Order of Dismissal With Prejudice** (Judicial Officer: Hardy, Joe)  
Debtors: Desert Valley Contracting Inc (Plaintiff)  
Creditors: IN-LO Properties LLC (Defendant), Eugene Inose (Defendant)  
Judgment: 09/03/2019, Docketed: 09/04/2019  
Debtors: Desert Valley Contracting Inc (Counter Defendant)  
Creditors: Eugene Inose (Counter Claimant)  
Judgment: 09/03/2019, Docketed: 09/04/2019

## **HEARINGS**

07/05/2016 **CANCELED Motion to Expunge Lis Pendens** (9:00 AM) (Judicial Officer: Hardy, Joe)  
Vacated - per Attorney or Pro Per  
Defendant In-Lo Properties' Motion to Expunge Lis Pendens On An Order Shortening Time

07/21/2016  **Motion to Dismiss** (9:00 AM) (Judicial Officer: Hardy, Joe)  
Defendants In-Lo Properties and Jeffrey Louie's Motion to Dismiss

## **MINUTES**

Granted in Part;  
Journal Entry Details:

*Mr. Miller argued in support of the Motion, stating that the third and fourth claims against Defendant IN-LO should be dismissed, as any potential benefit or responsibility would lie with Defendant Eugene Inose. Additionally, Mr. Miller argued that all claims pending against Defendant Jeffrey Louie should be dismissed, as he had never had any involvement with the Plaintiff, and was only a managing member of IN-LO. Ms. Hurtik argued in opposition, stating that the claims had been sufficiently pled, and both Mr. Inose and Mr. Louie were agents of IN-LO. COURT ORDERED Motion GRANTED IN PART as to Defendant Jeffrey Louie, FINDING that claims were brought against Mr. Louie only because he was a member of the LLC, and that was not sufficient under Nevada's notice pleadings standard; all claims against*

# CASE SUMMARY

CASE NO. A-16-734351-C

*Defendant Jeffrey Louie were hereby DISMISSED WITHOUT PREJUDICE for all of the reasons set forth in the Motion and during oral arguments. COURT FURTHER ORDERED the remainder of the Motion was hereby DENIED IN PART WITHOUT PREJUDICE, FINDING that unjust enrichment could be pled as alternative theory or separate claim; ALTERNATIVELY, the COURT FOUND that the allegation of change orders opened the door to maintaining the unjust enrichment claim. The COURT FURTHER FOUND that the facts and elements of the intentional interference claim against Defendant IN-LO had been sufficiently pled, and a claim had been stated upon which relief could be granted. Mr. Miller to prepare the Order and forward it to Ms. Hurtik for approval as to form and content.;*

07/10/2017



**Status Check: Trial Setting** (9:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

*Mr. Boschee advised that the had discussed continuing the trial to November with Ms. Hurtik, noting that both parties had scheduling issues. Mr. Patterson affirmed Mr. Boschee's representations. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 10/23/17 8:30 AM PRE TRIAL CONFERENCE 11/8/17 8:30 AM CALENDAR CALL 11/13/17 10:30 AM BENCH TRIAL;*

08/14/2017

**CANCELED Pre Trial Conference** (8:30 AM) (Judicial Officer: Hardy, Joe)

*Vacated*

08/30/2017

**CANCELED Calendar Call** (8:30 AM) (Judicial Officer: Hardy, Joe)

*Vacated*

09/05/2017

**CANCELED Bench Trial** (10:30 AM) (Judicial Officer: Hardy, Joe)

*Vacated*

09/25/2017



**Status Check** (9:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

*Mr. Boschee requested the trial be continued to the Court's February 2018 trial stack, stating that his client would be selling his home, said home being the subject of the instant litigation. Additionally, Mr. Boschee advised that the parties would attempt to settle again. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 1/16/18 8:30 AM PRE TRIAL CONFERENCE 1/31/18 8:30 AM CALENDAR CALL 2/5/18 10:30 AM BENCH TRIAL;*

10/23/2017

**CANCELED Pre Trial Conference** (8:30 AM) (Judicial Officer: Hardy, Joe)

*Vacated*

11/08/2017

**CANCELED Calendar Call** (8:30 AM) (Judicial Officer: Hardy, Joe)

*Vacated*

11/13/2017

**CANCELED Bench Trial** (10:30 AM) (Judicial Officer: Hardy, Joe)

*Vacated*

11/29/2017



**Settlement Conference** (10:30 AM) (Judicial Officer: Israel, Ronald J.)

Not Settled;

Journal Entry Details:

*Also present: Mr. Daniel Merritt, Estimator for Plaintiff and Mr. Dennis Zachary Plaintiff's principle. Settlement Conference held in chambers. Parties were unable to reach a settlement agreement.;*

12/11/2017



**Status Check** (9:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;






Journal Entry Details:

*Mr. Boschee noted that there were a couple of depositions that needed to be taken; however, there were no pre-trial issues that the Court needed to address at this time. COURT ORDERED the trial dates would STAND.;*








# CASE SUMMARY

CASE NO. A-16-734351-C

01/16/2018	 <b>Pre Trial Conference</b> (8:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>Mr. Boschee noted that a Stipulation and Order to Continue Trial Date had been submitted to the Court. Pursuant to the Stipulation and Order, COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 4/30/18 8:30 AM PRE TRIAL CONFERENCE 5/16/18 8:30 AM CALENDAR CALL 5/21/18 10:30 AM BENCH TRIAL;</i>
01/31/2018	<b>CANCELED Calendar Call</b> (8:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
02/05/2018	<b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
03/26/2018	 <b>Status Check</b> (9:30 AM) (Judicial Officer: Ames, Jack B.) Matter Heard; Journal Entry Details: <i>Upon Court's inquiry, counsel indicated there were no issues for the Court to address at this time, and they were prepared to proceed to trial.;</i>
04/30/2018	 <b>Pre Trial Conference</b> (8:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>The Court informed counsel that, due to its schedule, the instant trial could be double stacked with another trial, or it could be continued to the next available trial stack. Mr. Boschee stated that double stacking the trial would be logistically difficult. Upon Court's inquiry, counsel advised that approximately five (5) days would be needed for trial. Colloquy regarding scheduling. COURT ORDERED the trial dates were hereby VACATED and RESET. An Amended Trail Order shall issue. 9/17/18 8:30 AM PRE TRIAL CONFERENCE 10/3/18 8:30 AM CALENDAR CALL 10/8/18 10:30 AM BENCH TRIAL;</i>
05/16/2018	<b>CANCELED Calendar Call</b> (8:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
05/21/2018	<b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
08/13/2018	 <b>Status Check</b> (9:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>The Court advised counsel of the limited availability on the October 8, 2018, trial stack, and inquired as to whether they wished to reschedule the trial dates. Mr. Boschee requested that the trial dates stand at this time, due to the Defendants being located out of state. Upon Court's inquiry, counsel represented that approximately three to four days would be needed for trial. COURT ORDERED the trial dates would STAND.;</i>
09/17/2018	 <b>Pre Trial Conference</b> (8:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>Upon Court's inquiry, Mr. Patterson indicated that approximately four days were required for trial. Additionally, Mr. Patterson requested that the trial date be continued to the January of 2019, trial stack. Mr. Story represented that there was no opposition to the trial being continued. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 12/10/18 8:30 AM PRETRIAL / CALENDAR CALL 1/2/19 10:30 AM BENCH TRIAL;</i>
10/03/2018	<b>CANCELED Calendar Call</b> (8:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>

# CASE SUMMARY

CASE NO. A-16-734351-C

10/08/2018	<b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
11/14/2018	 <b>Status Check</b> (9:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>Upon Court's inquiry, Mr. Patterson indicated that discovery was complete, the parties were prepared to proceed to trial, and that approximately three to five days would be needed for trial. COURT ORDERED the trial dates would STAND, DIRECTING counsel to provide their Proposed Findings of Fact, Conclusions of Law, in a timely manner prior to trial.;</i>
12/10/2018	 <b>Pretrial/Calendar Call</b> (8:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>Due to its schedule, the Court noted that the instant trial could be double-stacked with a trial in another case, or it could be moved to a different trial stack. Ms. Hurtik advised that she was amenable to the trial being double-stacked; however, Mr. Boschee represented that he had a scheduling conflict beginning January 14, 2019. Upon Court's inquiry, Mr. Boschee stated that approximately five to seven day would be required for the instant trial. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 2/20/19 8:30 AM PRE TRIAL CONFERENCE 3/6/19 8:30 AM CALENDAR CALL 3/11/19 10:30 AM BENCH TRIAL;</i>
01/02/2019	<b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
01/14/2019	 <b>Status Check</b> (9:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>Ms. Gandara indicated the parties are were ready to proceed to trial. Court inquired about how many days would be expected for trial. Ms. Gandara estimated at least 5 days. Ms. Lay indicated that 2 weeks would be needed for trial. COURT ORDERED, parties to return on February 20, 2019 for Pre Trial Conference.;</i>
02/20/2019	 <b>Pre Trial Conference</b> (8:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>Upon Court's inquiry, Mr. Patterson and Ms. Vellis indicated that the parties would need a week for trial. COURT ORDERED a TENTATIVE TRIAL DATE was SET for the week of April 8, 2019. COURT FURTHER ORDERED, prior to the Calendar Call, the parties were to meet and confer in good faith regarding the exhibits; additionally, the parties would be REQUIRED to submit their respective Proposed Findings of Fact, Conclusions of Law to the Court, as well as their Pre-Trial Memorandum, prior to the Calendar Call hearing.;</i>
03/06/2019	 <b>Calendar Call</b> (8:30 AM) (Judicial Officer: Hardy, Joe) Trial Date Set; Journal Entry Details: <i>Upon Court's inquiry, counsel advised that they were prepared to proceed to trial on April 8, 2019. Mr. Story stated that a Pre-Trial Memorandum had been submitted, and a memorandum containing a list of exhibits had been discussed by the parties; however, a revised list of exhibits would need to be submitted. Additionally, Mr. Story indicated that he believed the parties would be able to reach stipulations regarding the exhibits, and Proposed Findings of Fact, Conclusions of Law would be submitted after the parties were able to discuss them. COURT ORDERED the parties to submit the Proposed Findings of Fact, Conclusions of Law NO LATER than April 3, 2019, along with a Stipulation on the facts. COURT ORDERED a FIRM TRIAL DATE was hereby SET. 4/8/19 10:30 AM JURY TRIAL - FIRM 4/9/19 10:30 AM JURY TRIAL - FIRM 4/10/19 10:30 AM JURY TRIAL - FIRM 4/11/19 10:30 AM JURY TRIAL - FIRM 4/12/19 9:00 AM JURY TRIAL - FIRM;</i>
03/11/2019	<b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Hardy, Joe)

# CASE SUMMARY

CASE NO. A-16-734351-C

*Vacated*

04/08/2019



**Bench Trial - FIRM** (10:30 AM) (Judicial Officer: Hardy, Joe)

**04/08/2019-04/11/2019, 06/19/2019-06/21/2019**

Trial Continues;  
 Trial Continues;  
 Trial Continues;  
 Trial Continues;  
 Trial continued to 6/19/19 due to scheduling conflicts.  
 Trial Continues;  
 Trial Continues;  
 Matter Heard;  
 Journal Entry Details:

*Also present: Dennis Zachary, Representative for Desert Valley Contracting, Inc. Testimony presented (see worksheet). Due to the large volume of evidence presented via testimony and admitted exhibits, and the gap between the first part of the bench trial and the second part, COURT ORDERED a hearing regarding closing arguments / Amended Proposed Findings of Fact, Conclusions of Law, was hereby SET, at which time the Court would provide a ruling. COURT FURTHER ORDERED the parties to provide Amended Findings of Fact, Conclusions of Law, focusing on the following: (1) clarification on what has been paid, and what was outstanding, with evidentiary support for the numbers; and (2) links between the Proposed Findings of Fact, Conclusions of Law, and the testimony presented at trial. COURT ORDERED the Proposed Findings of Fact, Conclusions of Law, must be SUBMITTED no later than 5:00 PM on July 17, 2019. The Court noted that the clients would not be required to attend the pending hearing. 7/24/19 9:00 AM HEARING: CLOSING / AMENDED PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW ;*

Trial Continues;  
 Trial Continues;  
 Trial Continues;  
 Trial Continues;  
 Trial continued to 6/19/19 due to scheduling conflicts.  
 Trial Continues;  
 Trial Continues;  
 Matter Heard;  
 Journal Entry Details:

*Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED. CONTINUED TO: 6/21/19 9:00 AM;*

Trial Continues;  
 Trial Continues;  
 Trial Continues;  
 Trial Continues;  
 Trial continued to 6/19/19 due to scheduling conflicts.  
 Trial Continues;  
 Trial Continues;  
 Matter Heard;  
 Journal Entry Details:

*Also present: Jonathan Patterson and Dennis Zachary, representatives for the Plaintiff. Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED. CONTINUED TO: 6/20/19 10:30 am;*

Trial Continues;  
 Trial Continues;  
 Trial Continues;  
 Trial Continues;  
 Trial continued to 6/19/19 due to scheduling conflicts.  
 Trial Continues;  
 Trial Continues;  
 Matter Heard;  
 Journal Entry Details:

*Mr. Boschee noted that there were potential witness scheduling issues, that may require the trial to be continued to a time that works with the Court's schedule. Ms. Hurtik agreed with Mr. Boschee's representations. Due to the witness scheduling issues, COURT ORDERED the bench trial hearing for April 12, 2019, was hereby VACATED. The Court indicated that the additional trial dates would be scheduled after today's witness testimony. Testimony presented*

# CASE SUMMARY

CASE No. A-16-734351-C

(see worksheet). Colloquy regarding scheduling. Upon Court's inquiry, both parties stated that approximately three more days would be needed for trial. COURT ORDERED trial CONTINUED. 6/19/19 10:30 AM BENCH TRIAL - FIRM 6/20/19 10:30 AM BENCH TRIAL - FIRM 6/21/19 9:00 AM BENCH TRIAL - FIRM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;

Trial Continues;

Matter Heard;

Journal Entry Details:

Colloquy regarding scheduling. Mr. Boschee advised that he did not believe the trial could be finished by April 12, 2019, noting that at least one more trial day would be needed. Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED. CONTINUED TO: 4/11/19 10:30 AM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;

Trial Continues;

Matter Heard;

Journal Entry Details:

Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED. CONTINUED TO: 4/10/19 10:30 AM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;

Trial Continues;

Matter Heard;

Journal Entry Details:

Ms. Hurtik and Mr. Boschee STIPULATED to the admittance of all of the proposed exhibits (see worksheet). COURT ORDERED ALL proposed exhibits were hereby ADMITTED. The parties discussed the scheduling of witness testimony. Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED. CONTINUED TO: 4/9/19 10:30 AM;

07/24/2019



**Hearing (9:00 AM)** (Judicial Officer: Hardy, Joe)

Hearing: Closing / Amended Proposed Findings of Fact, Conclusions of Law

Decision Made;


Journal Entry Details:

The Court noted that it reviewed the Amended Proposed Findings of Fact, Conclusions of Law. Closing arguments by Ms. Hurtik. Closing arguments by Mr. Boschee. The COURT FOUND and ORDERED the following: (1) Plaintiff and Defendants both breached the contract; (2) neither side met their burden of proof, by a preponderance of the evidence, as they failed to provide evidence of the damages caused by those breaches; (3) Desert Valley Contracting was AWARDED an amount of \$0.00; (4) Eugene Inose was AWARDED an amount of \$0.00; (5) Mr. Inose's argument that the Desert Valley Contracting was motivated to close out the insurance claim did not make sense, as it would have been in Desert Valley Contracting's best interest, financially speaking, to have the claim remain open; (6) Desert Valley Contracting had the requisite experience for the job, and was not off the job for multiple months; (7) the claims that Eugene Inose was not aware of the change orders, was belied by the evidence; (8) the lack of thorough accounting on both sides contributed to the parties' failure to meet their burdens of proof; (9) there was no evidence that Eugene Inose took any steps to reopen the insurance claim; (10) Desert Valley Contracting interfered with the completion of the project, by sending out letters to their subcontractors, directing those subcontractors not to work with Eugene Inose and his decorator; (11) the delays caused by shipping and worker strikes, were unforeseen, and were not the fault of either party; (12) there was a contract in place;

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-16-734351-C**

	<p>therefore, neither side proved-up the claim for unjust enrichment, and provided no proof of damages related to unjust enrichment; (13) there being a breach of contract, the Court did not have to get to the breach of implied covenant of good faith and fair dealing; alternatively, to the extent the Court did have to get to the breach of implied covenant of good faith and fair dealing, both sides breached the implied covenant, but failed to prove up their damages; (14) Desert Valley Contracting and Eugene Inose's interference claims failed, for all of the reasons previously stated; and (15) neither side was a prevailing party, for the purposes of the Memorandum of Costs. <b>COURT ORDERED</b> the parties to prepare Joint Finding of Fact, Conclusions of Law, if possible, by working of Eugene Inose's Proposed Findings of Fact, Conclusions of Law; however, if the parties were unable to reach an agreement on the language of the Findings of Fact, Conclusions of Law, competing Findings of Fact, Conclusions of Law, could be submitted to the Court. Upon Mr. Boschee's inquiry, the Court noted that it would consider a Motion for Attorneys' Fees, based upon the offers of judgment, if filed. <b>COURT ORDERED</b> a status check regarding the submittal of the Findings of Fact, Conclusions of Law, was hereby <b>SET</b> on this department's chambers calendar; failure to submit the Proposed Findings of Fact, Conclusions of Law, by the status check date, may result in a hearing be set on the Court's regular calendar. 8/21/19 (<b>CHAMBERS</b>) <b>STATUS CHECK: FINDINGS OF FACT, CONCLUSIONS OF LAW;</b></p>
08/21/2019	<p> <b>Status Check (3:00 AM)</b> (Judicial Officer: Hardy, Joe)</p> <p>Status Check: Findings of Fact, Conclusions of Law</p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><b>COURT ORDERED</b>, a status check is hereby set for September 4, 2019 at 9:00 a.m. to determine why a findings of fact, conclusions of law order has not been submitted and filed.</p> <p><b>CLERK'S NOTE:</b> A copy of this minute order was e-mailed to: Brian Boschee, Esq. [bboschee@nevadafirm.com] and Carrie Hurtik, Esq. [churtik@hurtiklaw.com]. (KD 8/22/19);</p>
10/21/2019	<p><b>Motion for Attorney Fees and Costs (9:00 AM)</b> (Judicial Officer: Hardy, Joe)</p> <p><i>Defendants' Motion for Attorneys' Fees and Costs</i></p>

DATE	FINANCIAL INFORMATION
	<p><b>Counter Claimant</b> Inose, Eugene</p> <p>Total Charges 30.00</p> <p>Total Payments and Credits 30.00</p> <p><b>Balance Due as of 10/2/2019 0.00</b></p> <p><b>Defendant</b> Louie, Jeffrey</p> <p>Total Charges 30.00</p> <p>Total Payments and Credits 30.00</p> <p><b>Balance Due as of 10/2/2019 0.00</b></p> <p><b>Defendant</b> IN-LO Properties LLC</p> <p>Total Charges 223.00</p> <p>Total Payments and Credits 223.00</p> <p><b>Balance Due as of 10/2/2019 0.00</b></p> <p><b>Plaintiff</b> Desert Valley Contracting Inc</p> <p>Total Charges 294.00</p> <p>Total Payments and Credits 294.00</p> <p><b>Balance Due as of 10/2/2019 0.00</b></p>

## DISTRICT COURT CIVIL COVER SHEET

County, Nevada

XV

Case No.

(Assigned by Clerk's Office)

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

Plaintiff(s) (name/address/phone): Desert Valley Contracting, Inc. 3395 West Cheyenne Avenue #107 North Las Vegas, Nevada 89032 (702) 633-5033	Defendant(s) (name/address/phone): IN-LO Properties LLC, Eugene Inose, Jeffrey Louie 587 Saint Croix Street Henderson, Nevada 89012
Attorney (name/address/phone): Carrie E. Hurtik, Esq. 7866 West Sahara Avenue Las Vegas, Nevada 89117 (702) 966-5200	Attorney (name/address/phone): N/A


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

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

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

03/30/2016

Date

  
 Signature of initiating party or representative

See other side for family-related case filings.

*Steven D. Grierson*

FFCL  
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*Attorneys for Defendant IN-LO Properties and  
Defendant/Counterclaimant Eugene Inose*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

DESERT VALLEY CONTRACTING, INC. a  
Nevada corporation,

Plaintiff,

v.

IN-LO PROPERTIES, a Nevada limited liability  
company; EUGENE INOSE, an individual;  
JEFFREY LOUIE, an individual; DOES 1  
through 10; and ROE ENTITIES 1 through 10,

Defendants.

EUGENE INOSE, an individual;

Counterclaimant.

v.

DESERT VALLEY CONTRACTING, INC., a  
Nevada corporation; DOES I through X,  
inclusive, and ROE CORPORATIONS I through  
X, inclusive,

Counterdefendants.

Case No.: A-16-734351-C  
Dept. No.: XV

**DEFENDANT IN-LO PROPERTIES AND  
DEFENDANT/COUNTERCLAIMANT  
EUGENE INOSE'S ~~AMENDED~~  
~~PROPOSED~~ FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

Trial Dates: April 8-11, 2019  
June 19-21, 2019  
July 24, 2019

Honorable Joe Hardy

This case having come on for trial on April 8-11, 2019, June 19-21, 2019, and July 24,  
2019 before this Court, Defendant IN-LO PROPERTIES ("In-Lo") and  
Defendant/Counterclaimant EUGENE INOSE ("Inose" and collectively, "Defendants"), by and  
through its undersigned counsel of record, Brian W. Boschkee, Esq. and Sean E. Story, Esq. of the

11218-00/2276284

**AUG 23 2019**

HOLLEY DRIGGS  
WALCH FINE PUZEY STEIN THOMPSON

<input type="checkbox"/> Jury Disposed After Trial Start	<input type="checkbox"/> Jury Verdict Reached
<input type="checkbox"/> Non-Jury Disposed After Trial Start	<input type="checkbox"/> Non-Jury Judgment Reached
<input checked="" type="checkbox"/> Non-Jury Transferred before Trial	<input type="checkbox"/> Other

law firm of Holley Driggs Walch Fine Puzey Stein & Thompson, and DESERT VALLEY CONTRACTING, INC. ("Desert Valley"), by and through undersigned counsel of record, Carrie E. Hurtik, Esq. and Jonathon R. Patterson, Esq., of the law firm Hurtik Law & Associates.

Desert Valley asserted four (4) causes of action against Defendants: 1) Breach of Contract, 2) Breach of the Covenant of Good Faith and Fair Dealing, 3) Unjust Enrichment, and 4) Intentional Interference with Contractual Relations. Inose asserted four (4) causes of action as counterclaims against Desert Valley: 1) Breach of Contract, 2) Breach of the Implied Covenant of Good Faith and Fair Dealing, 3) Unjust Enrichment, and 4) Intentional Interference with Prospective Economic Advantage.

The Court, having fully heard the testimony of the witnesses, reviewed the evidence during the trial, having considered the oral and written arguments set forth by appearing counsel at the trial, having read and considered the other papers and pleadings on file herein, and good cause appearing therefor, enters the following findings of fact and conclusions of law. To the extent any finding of fact shall more appropriately be deemed a conclusion of law, it is so deemed. To the extent any conclusion of law shall more appropriately be deemed a finding of fact, it is so deemed.

#### **FINDINGS OF FACT**

1. Inose testified and it is not disputed that Inose is the principal of In-Lo, which owns the residential real property located at 587 St. Croix Street, Henderson, Nevada 89012 (APN No. 178-27-114-001) (the "Property"); and that Inose utilizes the Property as his residence when he is in Nevada.

2. Per the testimony of Inose, on or about August 2, 2014, the Property was flooded and damaged to the extent that Inose was unable to reside at the Property.

3. Inose testified that an agent acting on his behalf initially contacted ServPro of Henderson to conduct the water extraction and remediation work on the Property.

4. Per the testimony of Inose, a representative of ServPro of Henderson recommended Desert Valley as a general contractor purported to be experience and proficient in the restoration and remodeling of high-end custom homes such as the Inose Property.

///



1           5.       Dennis Zachary ("Zachary") confirmed through his testimony that Zachary is the  
2 owner of Desert Valley.

3       THE CONTRACT

4           6.       Per the testimony of Inose and other witnesses, Inose retained Desert Valley to be  
5 the general contractor in the restoration of the Property (the "Project"). See Work Authorization  
6 and Contract to Perform Scope of Work (the "Contract"), Exhibit 560.

7           7.       The Contract provides, in pertinent part, as follows:

8                       Should Client terminate the Contractor after work has begun, but not  
9                       completed in full, the Client shall be responsible for any and all fees  
10                      and costs associated with the work performed, plus the profit that  
                      **the client would have made** on the job had Client not repudiated  
                      the contract.

11 Contract, Ex. 560 (emphasis added).

12           8.       Per the testimony of Zachary and Merritt, the Contract was prepared by Desert  
13 Valley and is a form contract utilized by Desert Valley when it performs insurance work.

14           9.       Per the testimony of Zachary, the Contract was to be performed on a "10 and 10"  
15 basis, meaning that Desert Valley's job costs would have built in to its total an additional ten-  
16 percent to account for Desert Valley's overhead and another ten-percent to account for Desert  
17 Valley's profit.

18       PROJECT ESTIMATES AND SUPERVISION

19           10.      Per the testimony of Zachary and Daniel Merritt ("Merritt"), Desert Valley assigned  
20 Merritt as the lead estimator on the project.

21           11.      Per Merritt's testimony, he spent a minimum of one week assessing the damage  
22 and coordinating with subcontractors as well as Inose's insurance company, Fireman's Fund, from  
23 which it produced an estimated job cost.

24           12.      Per Merritt's testimony, Desert Valley also begin overseeing the project and  
25 engaging subcontractors to perform work on the Property.

26           13.      Per the testimony of Inose, at all times relevant hereto, Merritt acted as Inose's  
27 primary point of contact with Desert Valley.

28       ///

14. Inose and Merritt testified that at the onset of the project, in part because the Property was a custom home that had originally been constructed pursuant to "as-built" plans, Merritt inquired with Inose to identify a person that Inose believed knows the home the best.

15. Inose testified that he identified Robert Ramirez ("Ramirez") as the person who knows the home the best.

16. Per the testimony of Rachelle Elliston ("Elliston") and Zachary, Elliston was the operations manager primarily responsible for handling the in-house administrative duties related to the Project.

17. Zachary and Elliston Desert Valley testified that Desert Valley retained Ramirez as a W-2 employee to act as a supervisor and/or consultant for the project. *See* Payroll Records, Exhibit 244.

18. Merritt and Zachary testified that, in addition to Ramirez, Desert Valley also had a designated project manager throughout the course of the Project.

19. The Contract provides, in pertinent part, that Desert Valley agreed to "perform all repair work in good and workmanlike manner." Contract, Ex. 560.

20. Each of the Subcontractors further confirmed that their primary point of contact throughout the course of the Project was Merritt.

#### COST OVERRUNS

21. Per Merritt's testimony, during the course of the Project Merritt oversaw the cost projections for the restoration of the Property and regularly communicated directly with Inose's insurance company, Fireman's Fund.

22. Per Merritt's testimony, an initial bid for the project was completed on or around November 17, 2014 and was provided to Fireman's Fund to coordinate an anticipated scope of work and release of insurance proceeds. *See* Inose Full Bid3 (the "November Bid"), Exhibit 266.

23. The November Bid includes a line item total job cost of \$1,035,605.74, plus 10% overhead in the amount of \$103,561.15, plus 10% profit in the amount of \$103,561.15, and material sales tax of \$31,371.63, for a grand total claim of \$1,274,099.67. *Id.* at DVC000662.

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24. Inose, Merritt, and Zachary all testified that Desert Valley had consistently represented to Inose that Desert Valley could offset the costs of certain changes in scope by removing other items that were part of the original scope of work and that doing so would not affect the total cost of the project. This included, but was not limited to, the removal of the sauna which had previously been on the Property offset by an expansion and various upgrades to the wine room.

25. Merritt testified that there were many cost overruns on the project which included, but were not limited to, an over-order of approximately eight (8) pallets of tile which Merritt testified were ordered based on measurements provided by Summit Tile and Stone, one of the subcontractors working for Desert Valley.

26. Inose and Merritt testified that, as of today, the eight (8) pallets of over-ordered tile are still in his garage and taking up otherwise usable space.

27. Merritt testified that an additional cost overrun was attributable to the necessity for repainting the interior of the home since the home had originally been repainted prior to the installation of tile and that the cutting of tile caused dust to adhere to the painted walls which could not thereafter be sufficiently cleaned.

28. Merritt and Inose testified that additional cost overruns were attributable to items going missing from the Project including a television and several Lutron switches.

29. Pursuant to testimony by Daniel Merritt and Rachelle Elliston, and Exhibit 475, delivery of marble floors were delayed for several months due to customs issues and a dock workers strike in Los Angeles, California.

#### CHANGE ORDERS

30. The Contract further provides that “[i]f any requests for additional work to be performed are made during the scope of the job, all such requests **must be put in writing** so that these costs will be added to the Scope of Work.” Contract, Ex. 560 (emphasis added).

31. Zachary testified that the industry practice is for a general contractor to obtain from a subcontractor a written, approved, and signed “change order” in order for a subcontractor to make any changes to its scope of work and be paid for those changes.

1           32. Each of the Subcontractors also testified that all change orders should be in writing.  
2 All of the Subcontractors testified that they would not expect to be paid for any additional work  
3 performed outside the scope of their bids unless the additional work was approved through a  
4 written, approved, and signed change order.

5           33. Zachary further testified that without a written, approved, and signed change order,  
6 Desert Valley would have no obligation to and would not pay the subcontractor for the change to  
7 its scope of work.

8           34. Zachary further testified that the process of requiring a written and approved change  
9 order signed by the owner (in this case Inose) would be necessary to obligate Inose to pay for any  
10 changes to Desert Valley's scope of work.

11           35. Zachary and Merritt further testified that Desert Valley did not obtain Inose's  
12 approval or signature on any change orders throughout the course of the Project.

13           36. The majority of the subcontractor change orders dated before July 3, 2015 are  
14 approved by and/or signed by Merritt. *See, e.g.,* Exhibit 576 at IN-LO00255; Exhibit 82 at  
15 DVC000104; Exhibit 83 at DVC000105; Exhibit 90 at DVC000120.

16           37. Each of the Subcontractors confirmed through testimony that they had change  
17 orders on the Project which had been provided to and approved by Desert Valley prior to July 3,  
18 2015.

19           38. No change orders that were signed or approved by Inose were presented as evidence  
20 at trial.

21           39. No written communications from Desert Valley to Inose prior to October 2015  
22 indicating the existence of change orders were presented as evidence at trial.

23           40. Rachelle Elliston and Daniel Merritt testified that Inose was aware of the Change  
24 Orders and refused to sign them,.

25           41. Inose's claims that he was unaware of the change orders was belied by the evidence  
26 presented at trial.

27 ///

28 ///

**THE INSURANCE CLAIM**

42. The Contract further provides that the “Contractor agrees to perform the insured work as approved by the Insurance Company and accept insurance proceeds as payment for the insured work.” Contract, Ex. 560.

43. Merritt testified that throughout the course of the Project he negotiated directly with Fireman’s Fund the total amount of Insurance Proceeds that would be available for the scope of work on the Property based on cost estimates prepared by Desert Valley.

44. On June 5, 2015, Merritt emailed Bryan Lynch of Fireman’s Fund and indicated that Desert Valley was at the “agreed contract amount with no needed change orders, and no more change orders from all of the subcontractors which had submitted their bids.” Exhibit 571 at IN-LO00074.

45. Merritt further represented in his email to Fireman’s Fund that Desert Valley “will be able to complete the project for this amount.” *Id.*

46. The subject-line of the email states “Agreement on amount of \$1,321,133.12.” *Id.*

47. The estimate attached to Merritt’s email which is titled as a Final Bid with a completed date of 4/27/15 includes work (such as the Sauna Bath for example) which Merritt, Inose, and Zachary all confirmed was removed from the scope of the Project and was never done. *Id.* at IN-LO00094.

48. Bryan Lynch of Fireman’s Fund emailed Inose on June 19, 2015 stating that “[w]e have received the final estimate from your contractor” and identified that he was attaching “[a]n email from Desert Valley Construction stating that no further billing exists beyond their final estimate” as well as a “copy of the final estimate presented by your contractor totaling \$1,320,429.28. (Final DVC Estimate).” *Id.* at IN-LO00071. The email also included a Policyholder Release and Lynch requested therein that Inose forward a fully completed copy of the release. *Id.*

49. Inose’s testimony that Desert Valley Contracting advised him to close out the insurance claim was not credible as it was in Desert Valley’s best interest to keep the insurance claim open.

50. Inose took no steps to reopen the insurance claim after it appeared that there was a need to do so.

51. No evidence was presented at trial of any written communications from Desert Valley to Inose prior to October 2015 objecting to Inose having closed out the insurance claim.

**POST INSURANCE CLAIM**

52. Inose and Merritt testified that on or about July 3, 2015, Desert Valley provided to Inose a waiver and release which included a notation signed by Daniel indicating “No change orders as of 07/03/2015.” See Unconditional Waiver and Release on Progress Payment (the “Waiver”), Exhibit 562.

53. The Waiver provides in capitalized text as follows:

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

54. In addition to Daniel’s signature on the notation that there are no change orders as of 7/3/15, the Waiver is also signed by Rachell Elliston, Desert Valley’s operations manager. *Id.*

55. Elliston testified that she signed an invoice dated September 4, 2015 which includes the following handwritten notation: “Total Contract to Complete House \$1,321,331.27.” Desert Valley Invoice dated 9/4/15, Exhibit 564.

56. Elliston and Zachary testified that Desert Valley sent a letter dated November 16, 2015 to all subcontractors working on the project directing them to cease working on the Property. See Letter dated November 16, 2015, Exhibit 567.

57. Merritt testified that on or around November 23, 2015, he prepared a summary for Desert Valley’s attorney of the purported differences between the initial bids of each of the subcontractors on the Project as well as Merritt’s own projected costs and the actual costs for each category of work. See November 23, 2015 Email, Exhibit 568.

58. On November 24, 2015, Merritt forwarded to Inose this list of what Desert Valley purported to be the differences between its estimated and actual costs to complete the project. The

1 total amount of the asserted differences was approximately \$125,763.26. *Id.*

2 59. The list delineates between the estimate and finals costs and does not specify what  
3 amounts are accounted for through written, approved, and signed change orders and what amounts  
4 are not. *Id.*

5 60. Merritt testified that, although he had been receiving and approving change orders  
6 throughout the course of the Project, and notwithstanding that Desert Valley had indicated to Inose  
7 in writing in July 2015 that there were no change orders and again in September 2015 that the cost  
8 to complete the house was \$1,321,331.27, Merritt always intended to prepare and submit one large  
9 master change order to Inose toward the end of the Project.

10 61. No evidence was presented at trial or any written communications to Inose  
11 indicating Desert Valley's intent to compile and submit a large master change order at the end of  
12 the project.

13 62. Inose testified that on or around December 8, 2015, he terminated the Contract with  
14 Desert Valley.

15 63. Inose testified that at the time Desert Valley ceased working on the Project, Desert  
16 Valley had not fully restored the Property and, as a result, Inose was unable to reside in the  
17 Property.

18 64. Merritt confirmed through testimony that at the time Desert Valley ceased working  
19 on the Property, the Project was approximately eighty-five (85%) done.

20 **DAMAGES CALCULATION**

21 65. Inose testified that after Desert Valley left the project uncompleted, with the work  
22 incomplete and the Property not yet in livable condition, and in order avoid any liens from being  
23 placed on the Property, Inose was forced to engage many of the subcontractors directly to complete  
24 the work and to pay the subcontractors directly.

25 66. In Merritt's June 5, 2015 email to Fireman's Fund, Merritt represented that the  
26 house would be completed with no needed change orders for \$1,321,133.12 and in reliance on this  
27 representation and further discussions with Merritt, Inose closed out the claim for this amount.

28 ///

67. This amount was confirmed in a signed Desert Valley invoice dated September 4, 2015.

68. Merritt confirmed through testimony that the Project was approximately eighty-five percent (85%) complete at the time that Desert Valley left the Project

69. During the course of the Project, Inose paid to Desert Valley the total amount of one-million, one-hundred twenty-three thousand seven-hundred thirty-four dollars and eighty-seven cents (\$1,123,734.87). *See* Checks, Exhibit 585.

70. Zachary testified that on April 25, 2017, well after Desert Valley had ceased working on the Project, Desert Valley generated a Job Cost & Billing Detail report. *See* Exhibit 274.

71. Zachary confirmed through testimony that in total Desert Valley incurred costs in the amount of one-million twelve-thousand four-hundred fifty-one dollars and eight cents (\$1,012,451.08). *Id.* at DVC000706.

72. Zachary and Elliston testified that Desert Valley was paid for the entirety of its costs incurred as well as a portion of its profit and overhead.

73. Inose paid directly to subcontractors the total amount of two-hundred fifty-six thousand four-hundred eighty-one dollars and forty-six cents (\$256,481.46) to complete work for which Desert Valley had already been paid. *See* Checks and Credit Card Statements, Exhibits 586 through 595.

74. Inose paid Desert Valley \$1,123,734.87 to complete approximately 85% of the Project, plus an additional \$256,481.46 to subcontractors directly to finish the project, for a sum total paid by Inose of \$1,380,216.33.

## CONCLUSIONS OF LAW

### **A. Desert Valley's Claims**

#### **1. Desert Valley's Claim for Breach of Contract**

1. In Nevada, in order to make a prima facie showing of a cause of action for breach of contract, a Plaintiff must establish the following elements: 1) a valid contract; 2) Defendant's breached the contract or failed to render performance when due; 3) Defendant's breach or failure



1 of performance was unexcused; 4) All conditions precedent to defendant's duty to perform were  
2 fulfilled by plaintiff or were excused; 5) Plaintiff was damaged by the breach; 6) Causation and  
3 damages were a foreseeable consequence of a particular breach. *See Cohen-Breen v. Gray Tel.*  
4 *Grp., Inc.*, 661 F. Supp. 2d 1158, 1171 (D. Nev. 2009); *see also Clark Cnty. School Dist. v.*  
5 *Richardson Constr., Inc.*, 123 Nev. 382, 168 P.3d 87 (2007); *May v. Anderson*, 19 P.3d 1254, 1257  
6 (Nev. 2005).

7 2. The August 24, 2014 Work Authorization and Contract to Perform is a valid and  
8 enforceable agreement between Desert Valley and Inose.

9 3. The Court finds that Defendant/Counter-Plaintiff INOSE was in Breach of  
10 Contract. However, Plaintiff/Counter-Defendant DVC failed to meet their burden, to show by a  
11 preponderance of the evidence the damages caused by that Breach of Contract.

12 4. Based on the foregoing, Desert Valley did not and cannot satisfy the necessary  
13 elements to succeed on a claim for breach of contract and the Court therefore finds in favor of  
14 Inose on Desert Valley claim for breach of contract.

15 **2. Desert Valley's Claim for Breach of the Implied Covenant of Good**  
16 **Faith and Fair Dealing**

17 5. In Nevada, to prevail on a breach of the implied covenant of good faith and fair  
18 dealing claim, there must be proof that: (1) the parties entered into a contract; (2) defendant owed  
19 a duty of good faith to plaintiff; (3) defendant breached that duty by performing in a manner that  
20 was unfaithful to the purpose of the contract and (4) plaintiff's justified expectations were thus  
21 denied. *See Perry v. Jordan*, 111 Nev. 943, 948, 900 P.2d 335, 338 (1995); *see also Hilton Hotels*  
22 *Corp. v. Butch Lewis Prods.*, 107 Nev. 226, 234, 808 P.2d 919, 923-24 (1991).

23 6. The August 24, 2014 Work Authorization and Contract to Perform is a valid and  
24 enforceable agreement between Desert Valley and Inose.

25 7. A covenant of good faith and fair dealing arising from the Contract was owed by  
26 Inose to Desert Valley.

27 8. That as both parties are in Breach of Contract, the Court does not need to make a  
28 finding regarding this Cause of Action.

9. To the extent the Court is required to make a ruling on this Cause of Action, it fails for the reasons outlined in the Breach of Contract Cause of Action. Plaintiff/Counter Defendant DVC failed to prove his damages beyond a preponderance of the evidence.

10. Based on the foregoing, Desert Valley did not and cannot satisfy the necessary elements to succeed on a claim for breach of the implied covenant of good faith and fair dealing and the Court therefore finds in favor of Inose on Desert Valley's claim for breach of the implied covenant of good faith and fair dealing.

### 3. Desert Valley's Claim for Unjust Enrichment

11. In Nevada, "[u]njust enrichment is the unjust retention . . . of money or property of another against the fundamental principles of justice or equity and good conscience." *Asphalt Products Corp. v. All Star Ready Mix, Inc.*, 111 Nev. 799, 802, 898 P.2d 699, 701 (1995) (citations omitted). This claim for relief "exists when the plaintiff confers a benefit on the defendant, the defendant appreciates such benefit, and there is 'acceptance and retention by the defendant of such benefit under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof.'" *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, \_\_\_ Nev. \_\_\_, 283 P.3d 250, 257 (2012) (citations omitted).

12. "An action based on a theory of unjust enrichment is not available when there is an express, written contract, because no agreement can be implied when there is an express agreement." *Leasepartners Corp. v. Robert L. Brooks Tr. Dated November 12, 1975*, 113 Nev. 747, 755, 942 P.2d 182, 187 (1997).

13. Nevada law would permit an unjust enrichment claim when the benefit conferred is "vastly different in scope and kind from the contracted-for benefit." *Sierra Dev. Co. v. Chartwell Advisory Group, Ltd.*, 223 F. Supp. 3d 1098, 1108 (D. Nev. 2016).

14. "An action based on a theory of unjust enrichment is not available when there is an express, written contract, because no agreement can be implied when there is an express agreement." *Lease partners Corp. v. Robert L. Brooks Tr. Dated November 12, 1975*, 113 Nev. 747, 755, 942 P.2d 182, 187 (1997).

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15. Nevada law would permit an unjust enrichment claim when the benefit conferred is “vastly different in scope and kind from the contracted-for benefit.” *Sierra Dev. Co. v. Chartwell Advisory Group, Ltd.*, 223 F. Supp. 3d 1098, 1108 (D. Nev. 2016).

16. The Court finds that a valid contract exists between the parties, therefore the Cause of Action for Unjust Enrichment fails as a matter of law.

#### 4. Desert Valley’s Claim for Intentional Interference with Contract

17. In Nevada, the elements for a claim of intentional interference with contractual relations are: 1) A valid and existing contract between plaintiff and a third party; 2) Defendant had knowledge of the valid contract or had reason to know of its existence; 3) Defendant committed intentional acts intended or designed to disrupt the contractual relationship or to cause the contracting party to breach the contract; 4) Actual disruption of the contract (the contracting party breached the contract); 5) The breach was caused by the wrongful and unjustified conduct; 6) Causation and damage. *See Klein v. Freedom Strategic Partners, LLC*, 595 F. Supp. 2d 1152 (D. Nev. 2009); *see also Blanck v. Hager*, 360 F. Supp.2d 1137 (D. Nev. 2005).

18. Desert Valley failed to establish that any disruptions in its contracts or contractual relations with subcontracts were caused Inose.

19. Desert Valley failed to identify any way in which it suffered damages by the actions of Inose arising from any alleged interference with its contractual relations.

20. The Court finds in favor of Inose on Desert Valley’s claim for intentional interference with contractual relations.

#### B. Inose’s Claims

##### 1. Inose’s Claim for Breach of Contract

21. In Nevada, in order to make a prima facie showing of a cause of action for breach of contract, a Plaintiff must establish the following elements: 1) a valid contract; 2) Defendant’s breached the contract or failed to render performance when due; 3) Defendant’s breach or failure of performance was unexcused; 4) All conditions precedent to defendant’s duty to perform were fulfilled by plaintiff or were excused; 5) Plaintiff was damaged by the breach; 6) Causation and

1 damages were a foreseeable consequence of a particular breach. *See Cohen-Breen v. Gray Tel.*  
2 *Grp., Inc.*, 661 F. Supp. 2d 1158, 1171 (D. Nev. 2009); *see also Clark Cnty. School Dist. v.*  
3 *Richardson Constr., Inc.*, 123 Nev. 382, 168 P.3d 87 (2007); *May v. Anderson*, 19 P.3d 1254, 1257  
4 (Nev. 2005).

5 22. The August 24, 2014 Work Authorization and Contract to Perform is a valid and  
6 enforceable agreement between Desert Valley and Inose.

7 23. Desert Valley breached its obligations under the Contract by failing to complete the  
8 work in a good and workmanlike manner including, but not limited to, by causing damage to the  
9 Property unrelated to the restoration and incorporating the cost of repairs for this damage into the  
10 cost it sought to collect from Inose.

11 24. Desert Valley breached its obligations under the Contract by failing to complete the  
12 scope of work and provide Inose with a fully restored property.

13 25. Desert Valley breached its obligations under the Contract by failing to complete the  
14 scope of work set forth in the Contract within the confines of the Insurance Proceeds as required  
15 under the Contract.

16 26. Desert Valley breached the Contract by failing to pay the subcontractors in full for  
17 work to be completed by the subcontractors.

18 27. Desert Valley breached its obligations under the Contract by unilaterally approving  
19 change orders received from subcontractors and failing to obtain approval of the same from Inose.

20 28. The above-referenced breaches by Desert Valley were unexcused.

21 29. Inose breached the Contract by failing to forward insurance proceeds as and when  
22 received to Desert Valley.

23 30. Inose breached the Contract by coordinating directly with the subcontractors  
24 retained by Desert Valley.

25 31. Inose paid subcontractors directly the total amount \$256,481.46 to complete work  
26 but could not distinguish between what was paid to restore the property versus what was paid for  
27 upgrades to the property.

28 ///

32. Based on the evidence presented at trial, Inose failed to establish what portion, if any, of the funds paid to subcontractors was for work included in Desert Valley's scope of work and what was paid for extras.

33. Inose therefore failed to establish damages under his claim for breach of contract.

34. The Court finds in favor of Desert Valley and against Inose on Inose's claim for breach of contract.

**2. Inose's Claim for Breach of the Implied Covenant of Good Faith and Fair Dealing**

35. In Nevada, to prevail on a breach of the implied covenant of good faith and fair dealing claim, there must be proof that: (1) the parties entered into a contract; (2) defendant owed a duty of good faith to plaintiff; (3) defendant breached that duty by performing in a manner that was unfaithful to the purpose of the contract and (4) plaintiff's justified expectations were thus denied. *See Perry v. Jordan*, 111 Nev. 943, 948, 900 P.2d 335, 338 (1995); *see also Hilton Hotels Corp. v. Butch Lewis Prods.*, 107 Nev. 226, 234, 808 P.2d 919, 923-24 (1991).

36. The August 24, 2014 Work Authorization and Contract to Perform is a valid and enforceable agreement between Desert Valley and Inose.

37. A covenant of good faith and fair dealing arising from the Contract was owed by Desert Valley to Inose.

38. Desert Valley breached its covenant of good faith and fair dealing arising from the Contract by failing to complete the scope of work set forth in the Contract within the confines of the Insurance Proceeds.

39. Desert Valley breached its covenant of good faith and fair dealing by causing or allowing damage to be caused under its supervision to Property and incorporating the repair costs related to said damage into its restoration job cost to be recovered from Fireman's Fund.

40. Desert Valley breached its covenant of good faith and fair dealing arising from the Contract by representing to Inose that certain costs could be covered elsewhere or buried without submitting written changes written change orders to Inose.

///

41. Desert Valley breached its covenant of good faith and fair dealing by failing to timely present to Inose the written change orders that it received from subcontractors throughout the course of the project.

42. Desert Valley breached its covenant of good faith and fair dealing arising from the Contract by directing Inose to close out for the Insurance Proceeds and representing to both Fireman's Fund and Inose that it could complete the work for the total amount of Insurance Proceeds and that it had no change orders as of July 2015.

43. Inose breached his covenant of good faith and fair dealing by failing to forward insurance proceeds as and when received to Desert Valley.

44. Inose breached his covenant of good faith and fair dealing by coordinating directly with the subcontractors retained by Desert Valley.

45. As a result of Desert Valley's above-referenced breaches of its duty of good faith and fair dealing, Inose's justified expectations were denied.

46. Inose failed to establish any damages suffered in relation to his claim for breach of the implied covenant of good faith and fair dealing.

47. The Court therefore finds in favor of Desert Valley and against Inose on Inose's claim for breach of the implied covenant of good faith and fair dealing.

### 3. Inose's Claim for Unjust Enrichment

48. In Nevada, "[u]njust enrichment is the unjust retention . . . of money or property of another against the fundamental principles of justice or equity and good conscience." *Asphalt Products Corp. v. All Star Ready Mix, Inc.*, 111 Nev. 799, 802, 898 P.2d 699, 701 (1995) (citations omitted). This claim for relief "exists when the plaintiff confers a benefit on the defendant, the defendant appreciates such benefit, and there is 'acceptance and retention by the defendant of such benefit under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof.'" *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, \_\_\_ Nev. \_\_\_, 283 P.3d 250, 257 (2012) (citations omitted).

49. "An action based on a theory of unjust enrichment is not available when there is an express, written contract, because no agreement can be implied when there is an express

agreement.” *Leasepartners Corp. v. Robert L. Brooks Tr.* Dated November 12, 1975, 113 Nev. 747, 755, 942 P.2d 182, 187 (1997).

50. Nevada law would permit an unjust enrichment claim when the benefit conferred is “vastly different in scope and kind from the contracted-for benefit.” *Sierra Dev. Co. v. Chartwell Advisory Group, Ltd.*, 223 F. Supp. 3d 1098, 1108 (D. Nev. 2016).

51. The Court finds that a valid contract exists between the parties, therefore the Cause of Action for Unjust Enrichment fails as a matter of law.

**4. Inose’s Claim for Intentional Interference with Prospective Economic Advantage**

52. In Nevada, the elements for a claim of intentional interference with prospective economic advantage are as follows: 1) A prospective contractual relationship between plaintiff and a third party; 2) Defendant has knowledge of the prospective relationship; 3) The intent to harm plaintiff by preventing the relationship; 4) The absence of privilege or justification by the defendants; 5) Actual harm to plaintiff as a result of defendant’s conduct; and 6) Causation and damages. *Custom Tel., Inc. v. Int’l Tele-Services, Inc.*, 254 F. Supp. 2d 1173, 1180-81 (Nev. 2003); *Wichinsky v. Mosa*, 109 Nev. 84, 88, 847 P.2d 727 (1993); *Leavitt v. Leisure Sports, Inc.*, 103 Nev. 81, 88, 734 P.2d 1221, 1225 (1987).

53. After Desert Valley left the project, Inose had a prospective contractual relationship with the subcontractors that had been working on the Property.

54. As the prior general contractor on the project, Desert Valley had knowledge of his prospective relationship and was aware that Inose would need to engage the subcontractors to complete the restoration of his home and to avoid any liens being placed on the Property.

55. In sending written direction to the subcontractors to cease work on the Property and to refrain from dealing with Inose, Desert Valley had a clear intent to prevent the prospective relationship between Inose and the subcontractors.

56. Desert Valley had no privilege or justification to inform the subcontractors to cease work or to refrain from dealing with Inose after it had left the project.

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57. Inose failed to establish how the aforementioned actions of Desert Valley caused any damage to Inose.

58. The Court therefore finds in favor of Desert Valley and against Inose on Inose's claim for intentional interference with prospective economic advantage.

### DAMAGES

1. The provision of the Contract which provides that upon termination by the client, Desert Valley would be entitled to its costs "plus the profit that the client would have made on the job had Client not repudiated the contract" is ambiguous. *See Anvui, LLC v. G.L. Dragon, LLC*, 123 Nev. 212, 215, 163 P.3d 405, 407 (2007) ("A contract is ambiguous when it is subject to more than one reasonable interpretation.").

2. Desert Valley conceded that it prepared the Contract, which it utilizes as a form contract, and thus any ambiguities are to be construed against Desert Valley. *Id.* ("Any ambiguity, moreover, should be construed against the drafter.").

3. Accordingly, Desert Valley failed to establish that it is entitled to recover any profit or overhead for amounts paid to subcontractors by Inose for work completed after Desert Valley left the Project.

4. Desert Valley was paid approximately 85% of the contract price for a job that its own witness testified was approximately 85% completed at the time that Desert Valley left the Project. Desert Valley failed to establish any legal theory upon which it is entitled to any additional sums and therefore failed to establish any damages under its asserted legal theories.

5. Inose paid additional sums directly to subcontractors after Desert Valley left the project. However, changes and upgrades were performed on the project and thus Inose failed to establish any specific amount of damages suffered under any of his asserted legal theories.

### ORDER

Based on the foregoing, and other good cause appearing:

**IT IS HEREBY ORDERED** that, as to Plaintiff Desert Valley's claims for relief against Defendants for: 1) Breach of Contract, 2) Breach of the Covenant of Good Faith and Fair Dealing, 3) Unjust Enrichment, and 4) Intentional Interference with Contractual Relations; the Court finds



1 in favor of Defendants and against Desert Valley. Thus, Desert Valley's claims are dismissed with  
2 prejudice.

3 **IT IS FURTHER ORDERED** that, as to Inose's claims for relief against Desert Valley  
4 for: 1) Breach of Contract, 2) Breach of the Implied Covenant of Good Faith and Fair Dealing, 3)  
5 Unjust Enrichment, and 4) Intentional Interference with Prospective Economic Advantage; the  
6 Court finds in favor of Desert Valley and against Inose. Thus, Inose's claims are dismissed with  
7 prejudice.

8 **IT IS FURTHER ORDERED** that no damages are awarded to either party and neither  
9 party is considered the prevailing party.

10 **IT IS FURTHER ORDERED** that the Court will address any issues of attorneys' fees,  
11 costs, and prejudgment interest though post-decision motions that may be filed with the Court.


12 **IT IS SO ORDERED.**

13 DATED this 30<sup>th</sup> day of August, 2019


14   
15 DISTRICT COURT JUDGE

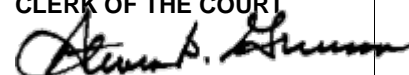
16 40

17 Respectfully Submitted by:  
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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

DESERT VALLEY CONTRACTING, INC. a  
Nevada corporation,

Plaintiff,

v.

IN-LO PROPERTIES, a Nevada limited liability  
company; EUGENE INOSE, an individual;  
JEFFREY LOUIE, an individual; DOES 1  
through 10; and ROE ENTITIES 1 through 10,

Defendants.

EUGENE INOSE, an individual;

Counterclaimant.

v.

DESERT VALLEY CONTRACTING, INC., a  
Nevada corporation; DOES I through X,  
inclusive, and ROE CORPORATIONS I through  
X, inclusive,

Counterdefendants.

Case No.: A-16-734351-C  
Dept. No.: XV

**NOTICE OF ENTRY OF FINDINGS OF  
FACT AND CONCLUSIONS OF LAW**

///

///

1           YOU, and each of you, will please take notice that a Finding of Fact and Conclusions of  
2 Law in the above entitled matter was filed and entered by the Clerk of the above-entitled Court on  
3 the 3rd day of September, 2019, a copy of which is attached hereto.

4           Dated this 4th day of September, 2019.

5                                   **HOLLEY DRIGGS WALCH**  
6                                   **FINE PUZEY STEIN & THOMPSON**

7                                   /s/ Sean E. Story, Esq.

8                                   BRIAN W. BOSCHÉE, ESQ.

9                                   Nevada Bar No. 7612

10                                  SEAN E. STORY, ESQ.

11                                  Nevada Bar No. 13968

12                                  400 South Fourth Street, Third Floor

13                                  Las Vegas, Nevada 89101

14                                  *Attorneys for Defendant IN-LO Properties and*  
15                                  *Defendant/Counterclaimant Eugene Inose*

**CERTIFICATE OF SERVICE**

The undersigned, an employee of HOLLEY DRIGGS WALCH FINE PUZEY STEIN & THOMPSON, hereby certifies that on the 4th day of September, 2019, a copy of **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW**, was served via electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve to the addresses below. **Pursuant to EDCR 8.05(i), the date and time of the electronic service is in place of the date and place of deposit in the mail.:**

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/s/ Sandy Sell

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Dept. No.: XV

**DEFENDANT IN-LO PROPERTIES AND  
DEFENDANT/COUNTERCLAIMANT  
EUGENE INOSE'S ~~AMENDED~~  
~~PROPOSED~~ FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

Trial Dates: April 8-11, 2019  
June 19-21, 2019  
July 24, 2019

Honorable Joe Hardy

This case having come on for trial on April 8-11, 2019, June 19-21, 2019, and July 24,  
2019 before this Court, Defendant IN-LO PROPERTIES ("In-Lo") and  
Defendant/Counterclaimant EUGENE INOSE ("Inose" and collectively, "Defendants"), by and  
through its undersigned counsel of record, Brian W. Boschkee, Esq. and Sean E. Story, Esq. of the

11218-00/2276284

**AUG 23 2019**

HOLLEY DRIGGS  
WALCH FINE PUZEY STEIN THOMPSON

<input type="checkbox"/> Jury Disposed After Trial Start	<input type="checkbox"/> Jury Verdict Reached
<input type="checkbox"/> Non-Jury Disposed After Trial Start	<input type="checkbox"/> Non-Jury Judgment Reached
<input checked="" type="checkbox"/> Non-Jury Transferred before Trial	<input type="checkbox"/> Other

law firm of Holley Driggs Walch Fine Puzey Stein & Thompson, and DESERT VALLEY CONTRACTING, INC. ("Desert Valley"), by and through undersigned counsel of record, Carrie E. Hurtik, Esq. and Jonathon R. Patterson, Esq., of the law firm Hurtik Law & Associates.

Desert Valley asserted four (4) causes of action against Defendants: 1) Breach of Contract, 2) Breach of the Covenant of Good Faith and Fair Dealing, 3) Unjust Enrichment, and 4) Intentional Interference with Contractual Relations. Inose asserted four (4) causes of action as counterclaims against Desert Valley: 1) Breach of Contract, 2) Breach of the Implied Covenant of Good Faith and Fair Dealing, 3) Unjust Enrichment, and 4) Intentional Interference with Prospective Economic Advantage.

The Court, having fully heard the testimony of the witnesses, reviewed the evidence during the trial, having considered the oral and written arguments set forth by appearing counsel at the trial, having read and considered the other papers and pleadings on file herein, and good cause appearing therefor, enters the following findings of fact and conclusions of law. To the extent any finding of fact shall more appropriately be deemed a conclusion of law, it is so deemed. To the extent any conclusion of law shall more appropriately be deemed a finding of fact, it is so deemed.

#### **FINDINGS OF FACT**

1. Inose testified and it is not disputed that Inose is the principal of In-Lo, which owns the residential real property located at 587 St. Croix Street, Henderson, Nevada 89012 (APN No. 178-27-114-001) (the "Property"); and that Inose utilizes the Property as his residence when he is in Nevada.

2. Per the testimony of Inose, on or about August 2, 2014, the Property was flooded and damaged to the extent that Inose was unable to reside at the Property.

3. Inose testified that an agent acting on his behalf initially contacted ServPro of Henderson to conduct the water extraction and remediation work on the Property.

4. Per the testimony of Inose, a representative of ServPro of Henderson recommended Desert Valley as a general contractor purported to be experience and proficient in the restoration and remodeling of high-end custom homes such as the Inose Property.

///

1           5.       Dennis Zachary ("Zachary") confirmed through his testimony that Zachary is the  
2 owner of Desert Valley.

3       THE CONTRACT

4           6.       Per the testimony of Inose and other witnesses, Inose retained Desert Valley to be  
5 the general contractor in the restoration of the Property (the "Project"). See Work Authorization  
6 and Contract to Perform Scope of Work (the "Contract"), Exhibit 560.

7           7.       The Contract provides, in pertinent part, as follows:

8                       Should Client terminate the Contractor after work has begun, but not  
9                       completed in full, the Client shall be responsible for any and all fees  
10                      and costs associated with the work performed, plus the profit that  
                    **the client would have made** on the job had Client not repudiated  
                    the contract.

11 Contract, Ex. 560 (emphasis added).

12           8.       Per the testimony of Zachary and Merritt, the Contract was prepared by Desert  
13 Valley and is a form contract utilized by Desert Valley when it performs insurance work.

14           9.       Per the testimony of Zachary, the Contract was to be performed on a "10 and 10"  
15 basis, meaning that Desert Valley's job costs would have built in to its total an additional ten-  
16 percent to account for Desert Valley's overhead and another ten-percent to account for Desert  
17 Valley's profit.

18       PROJECT ESTIMATES AND SUPERVISION

19           10.      Per the testimony of Zachary and Daniel Merritt ("Merritt"), Desert Valley assigned  
20 Merritt as the lead estimator on the project.

21           11.      Per Merritt's testimony, he spent a minimum of one week assessing the damage  
22 and coordinating with subcontractors as well as Inose's insurance company, Fireman's Fund, from  
23 which it produced an estimated job cost.

24           12.      Per Merritt's testimony, Desert Valley also begin overseeing the project and  
25 engaging subcontractors to perform work on the Property.

26           13.      Per the testimony of Inose, at all times relevant hereto, Merritt acted as Inose's  
27 primary point of contact with Desert Valley.

28       ///

14. Inose and Merritt testified that at the onset of the project, in part because the Property was a custom home that had originally been constructed pursuant to “as-built” plans, Merritt inquired with Inose to identify a person that Inose believed knows the home the best.

15. Inose testified that he identified Robert Ramirez (“Ramirez”) as the person who knows the home the best.

16. Per the testimony of Rachelle Elliston (“Elliston”) and Zachary, Elliston was the operations manager primarily responsible for handling the in-house administrative duties related to the Project.

17. Zachary and Elliston Desert Valley testified that Desert Valley retained Ramirez as a W-2 employee to act as a supervisor and/or consultant for the project. *See* Payroll Records, Exhibit 244.

18. Merritt and Zachary testified that, in addition to Ramirez, Desert Valley also had a designated project manager throughout the course of the Project.

19. The Contract provides, in pertinent part, that Desert Valley agreed to “perform all repair work in good and workmanlike manner.” Contract, Ex. 560.

20. Each of the Subcontractors further confirmed that their primary point of contact throughout the course of the Project was Merritt.

#### COST OVERRUNS

21. Per Merritt’s testimony, during the course of the Project Merritt oversaw the cost projections for the restoration of the Property and regularly communicated directly with Inose’s insurance company, Fireman’s Fund.

22. Per Merritt’s testimony, an initial bid for the project was completed on or around November 17, 2014 and was provided to Fireman’s Fund to coordinate an anticipated scope of work and release of insurance proceeds. *See* Inose Full Bid3 (the “November Bid”), Exhibit 266.

23. The November Bid includes a line item total job cost of \$1,035,605.74, plus 10% overhead in the amount of \$103,561.15, plus 10% profit in the amount of \$103,561.15, and material sales tax of \$31,371.63, for a grand total claim of \$1,274,099.67. *Id.* at DVC000662.

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24. Inose, Merritt, and Zachary all testified that Desert Valley had consistently represented to Inose that Desert Valley could offset the costs of certain changes in scope by removing other items that were part of the original scope of work and that doing so would not affect the total cost of the project. This included, but was not limited to, the removal of the sauna which had previously been on the Property offset by an expansion and various upgrades to the wine room.

25. Merritt testified that there were many cost overruns on the project which included, but were not limited to, an over-order of approximately eight (8) pallets of tile which Merritt testified were ordered based on measurements provided by Summit Tile and Stone, one of the subcontractors working for Desert Valley.

26. Inose and Merritt testified that, as of today, the eight (8) pallets of over-ordered tile are still in his garage and taking up otherwise usable space.

27. Merritt testified that an additional cost overrun was attributable to the necessity for repainting the interior of the home since the home had originally been repainted prior to the installation of tile and that the cutting of tile caused dust to adhere to the painted walls which could not thereafter be sufficiently cleaned.

28. Merritt and Inose testified that additional cost overruns were attributable to items going missing from the Project including a television and several Lutron switches.

29. Pursuant to testimony by Daniel Merritt and Rachelle Elliston, and Exhibit 475, delivery of marble floors were delayed for several months due to customs issues and a dock workers strike in Los Angeles, California.

#### CHANGE ORDERS

30. The Contract further provides that “[i]f any requests for additional work to be performed are made during the scope of the job, all such requests **must be put in writing** so that these costs will be added to the Scope of Work.” Contract, Ex. 560 (emphasis added).

31. Zachary testified that the industry practice is for a general contractor to obtain from a subcontractor a written, approved, and signed “change order” in order for a subcontractor to make any changes to its scope of work and be paid for those changes.

1           32. Each of the Subcontractors also testified that all change orders should be in writing.  
2 All of the Subcontractors testified that they would not expect to be paid for any additional work  
3 performed outside the scope of their bids unless the additional work was approved through a  
4 written, approved, and signed change order.

5           33. Zachary further testified that without a written, approved, and signed change order,  
6 Desert Valley would have no obligation to and would not pay the subcontractor for the change to  
7 its scope of work.

8           34. Zachary further testified that the process of requiring a written and approved change  
9 order signed by the owner (in this case Inose) would be necessary to obligate Inose to pay for any  
10 changes to Desert Valley's scope of work.

11           35. Zachary and Merritt further testified that Desert Valley did not obtain Inose's  
12 approval or signature on any change orders throughout the course of the Project.

13           36. The majority of the subcontractor change orders dated before July 3, 2015 are  
14 approved by and/or signed by Merritt. *See, e.g.,* Exhibit 576 at IN-LO00255; Exhibit 82 at  
15 DVC000104; Exhibit 83 at DVC000105; Exhibit 90 at DVC000120.

16           37. Each of the Subcontractors confirmed through testimony that they had change  
17 orders on the Project which had been provided to and approved by Desert Valley prior to July 3,  
18 2015.

19           38. No change orders that were signed or approved by Inose were presented as evidence  
20 at trial.

21           39. No written communications from Desert Valley to Inose prior to October 2015  
22 indicating the existence of change orders were presented as evidence at trial.

23           40. Rachelle Elliston and Daniel Merritt testified that Inose was aware of the Change  
24 Orders and refused to sign them,.

25           41. Inose's claims that he was unaware of the change orders was belied by the evidence  
26 presented at trial.

27 ///

28 ///

**THE INSURANCE CLAIM**

42. The Contract further provides that the “Contractor agrees to perform the insured work as approved by the Insurance Company and accept insurance proceeds as payment for the insured work.” Contract, Ex. 560.

43. Merritt testified that throughout the course of the Project he negotiated directly with Fireman’s Fund the total amount of Insurance Proceeds that would be available for the scope of work on the Property based on cost estimates prepared by Desert Valley.

44. On June 5, 2015, Merritt emailed Bryan Lynch of Fireman’s Fund and indicated that Desert Valley was at the “agreed contract amount with no needed change orders, and no more change orders from all of the subcontractors which had submitted their bids.” Exhibit 571 at IN-LO00074.

45. Merritt further represented in his email to Fireman’s Fund that Desert Valley “will be able to complete the project for this amount.” *Id.*

46. The subject-line of the email states “Agreement on amount of \$1,321,133.12.” *Id.*

47. The estimate attached to Merritt’s email which is titled as a Final Bid with a completed date of 4/27/15 includes work (such as the Sauna Bath for example) which Merritt, Inose, and Zachary all confirmed was removed from the scope of the Project and was never done. *Id.* at IN-LO00094.

48. Bryan Lynch of Fireman’s Fund emailed Inose on June 19, 2015 stating that “[w]e have received the final estimate from your contractor” and identified that he was attaching “[a]n email from Desert Valley Construction stating that no further billing exists beyond their final estimate” as well as a “copy of the final estimate presented by your contractor totaling \$1,320,429.28. (Final DVC Estimate).” *Id.* at IN-LO00071. The email also included a Policyholder Release and Lynch requested therein that Inose forward a fully completed copy of the release. *Id.*

49. Inose’s testimony that Desert Valley Contracting advised him to close out the insurance claim was not credible as it was in Desert Valley’s best interest to keep the insurance claim open.

50. Inose took no steps to reopen the insurance claim after it appeared that there was a need to do so.

51. No evidence was presented at trial of any written communications from Desert Valley to Inose prior to October 2015 objecting to Inose having closed out the insurance claim.

**POST INSURANCE CLAIM**

52. Inose and Merritt testified that on or about July 3, 2015, Desert Valley provided to Inose a waiver and release which included a notation signed by Daniel indicating “No change orders as of 07/03/2015.” See Unconditional Waiver and Release on Progress Payment (the “Waiver”), Exhibit 562.

53. The Waiver provides in capitalized text as follows:

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

54. In addition to Daniel’s signature on the notation that there are no change orders as of 7/3/15, the Waiver is also signed by Rachell Elliston, Desert Valley’s operations manager. *Id.*

55. Elliston testified that she signed an invoice dated September 4, 2015 which includes the following handwritten notation: “Total Contract to Complete House \$1,321,331,27.” Desert Valley Invoice dated 9/4/15, Exhibit 564.

56. Elliston and Zachary testified that Desert Valley sent a letter dated November 16, 2015 to all subcontractors working on the project directing them to cease working on the Property. See Letter dated November 16, 2015, Exhibit 567.

57. Merritt testified that on or around November 23, 2015, he prepared a summary for Desert Valley’s attorney of the purported differences between the initial bids of each of the subcontractors on the Project as well as Merritt’s own projected costs and the actual costs for each category of work. See November 23, 2015 Email, Exhibit 568.

58. On November 24, 2015, Merritt forwarded to Inose this list of what Desert Valley purported to be the differences between its estimated and actual costs to complete the project. The

1 total amount of the asserted differences was approximately \$125,763.26. *Id.*

2 59. The list delineates between the estimate and finals costs and does not specify what  
3 amounts are accounted for through written, approved, and signed change orders and what amounts  
4 are not. *Id.*

5 60. Merritt testified that, although he had been receiving and approving change orders  
6 throughout the course of the Project, and notwithstanding that Desert Valley had indicated to Inose  
7 in writing in July 2015 that there were no change orders and again in September 2015 that the cost  
8 to complete the house was \$1,321,331.27, Merritt always intended to prepare and submit one large  
9 master change order to Inose toward the end of the Project.

10 61. No evidence was presented at trial or any written communications to Inose  
11 indicating Desert Valley's intent to compile and submit a large master change order at the end of  
12 the project.

13 62. Inose testified that on or around December 8, 2015, he terminated the Contract with  
14 Desert Valley.

15 63. Inose testified that at the time Desert Valley ceased working on the Project, Desert  
16 Valley had not fully restored the Property and, as a result, Inose was unable to reside in the  
17 Property.

18 64. Merritt confirmed through testimony that at the time Desert Valley ceased working  
19 on the Property, the Project was approximately eighty-five (85%) done.

20 **DAMAGES CALCULATION**

21 65. Inose testified that after Desert Valley left the project uncompleted, with the work  
22 incomplete and the Property not yet in livable condition, and in order avoid any liens from being  
23 placed on the Property, Inose was forced to engage many of the subcontractors directly to complete  
24 the work and to pay the subcontractors directly.

25 66. In Merritt's June 5, 2015 email to Fireman's Fund, Merritt represented that the  
26 house would be completed with no needed change orders for \$1,321,133.12 and in reliance on this  
27 representation and further discussions with Merritt, Inose closed out the claim for this amount.

28 ///

67. This amount was confirmed in a signed Desert Valley invoice dated September 4, 2015.

68. Merritt confirmed through testimony that the Project was approximately eighty-five percent (85%) complete at the time that Desert Valley left the Project

69. During the course of the Project, Inose paid to Desert Valley the total amount of one-million, one-hundred twenty-three thousand seven-hundred thirty-four dollars and eighty-seven cents (\$1,123,734.87). *See* Checks, Exhibit 585.

70. Zachary testified that on April 25, 2017, well after Desert Valley had ceased working on the Project, Desert Valley generated a Job Cost & Billing Detail report. *See* Exhibit 274.

71. Zachary confirmed through testimony that in total Desert Valley incurred costs in the amount of one-million twelve-thousand four-hundred fifty-one dollars and eight cents (\$1,012,451.08). *Id.* at DVC000706.

72. Zachary and Elliston testified that Desert Valley was paid for the entirety of its costs incurred as well as a portion of its profit and overhead.

73. Inose paid directly to subcontractors the total amount of two-hundred fifty-six thousand four-hundred eighty-one dollars and forty-six cents (\$256,481.46) to complete work for which Desert Valley had already been paid. *See* Checks and Credit Card Statements, Exhibits 586 through 595.

74. Inose paid Desert Valley \$1,123,734.87 to complete approximately 85% of the Project, plus an additional \$256,481.46 to subcontractors directly to finish the project, for a sum total paid by Inose of \$1,380,216.33.

## CONCLUSIONS OF LAW

### **A. Desert Valley's Claims**

#### **1. Desert Valley's Claim for Breach of Contract**

1. In Nevada, in order to make a prima facie showing of a cause of action for breach of contract, a Plaintiff must establish the following elements: 1) a valid contract; 2) Defendant's breached the contract or failed to render performance when due; 3) Defendant's breach or failure

1 of performance was unexcused; 4) All conditions precedent to defendant's duty to perform were  
2 fulfilled by plaintiff or were excused; 5) Plaintiff was damaged by the breach; 6) Causation and  
3 damages were a foreseeable consequence of a particular breach. *See Cohen-Breen v. Gray Tel.*  
4 *Grp., Inc.*, 661 F. Supp. 2d 1158, 1171 (D. Nev. 2009); *see also Clark Cnty. School Dist. v.*  
5 *Richardson Constr., Inc.*, 123 Nev. 382, 168 P.3d 87 (2007); *May v. Anderson*, 19 P.3d 1254, 1257  
6 (Nev. 2005).

7 2. The August 24, 2014 Work Authorization and Contract to Perform is a valid and  
8 enforceable agreement between Desert Valley and Inose.

9 3. The Court finds that Defendant/Counter-Plaintiff INOSE was in Breach of  
10 Contract. However, Plaintiff/Counter-Defendant DVC failed to meet their burden, to show by a  
11 preponderance of the evidence the damages caused by that Breach of Contract.

12 4. Based on the foregoing, Desert Valley did not and cannot satisfy the necessary  
13 elements to succeed on a claim for breach of contract and the Court therefore finds in favor of  
14 Inose on Desert Valley claim for breach of contract.

15 **2. Desert Valley's Claim for Breach of the Implied Covenant of Good**  
16 **Faith and Fair Dealing**

17 5. In Nevada, to prevail on a breach of the implied covenant of good faith and fair  
18 dealing claim, there must be proof that: (1) the parties entered into a contract; (2) defendant owed  
19 a duty of good faith to plaintiff; (3) defendant breached that duty by performing in a manner that  
20 was unfaithful to the purpose of the contract and (4) plaintiff's justified expectations were thus  
21 denied. *See Perry v. Jordan*, 111 Nev. 943, 948, 900 P.2d 335, 338 (1995); *see also Hilton Hotels*  
22 *Corp. v. Butch Lewis Prods.*, 107 Nev. 226, 234, 808 P.2d 919, 923-24 (1991).

23 6. The August 24, 2014 Work Authorization and Contract to Perform is a valid and  
24 enforceable agreement between Desert Valley and Inose.

25 7. A covenant of good faith and fair dealing arising from the Contract was owed by  
26 Inose to Desert Valley.

27 8. That as both parties are in Breach of Contract, the Court does not need to make a  
28 finding regarding this Cause of Action.

9. To the extent the Court is required to make a ruling on this Cause of Action, it fails for the reasons outlined in the Breach of Contract Cause of Action. Plaintiff/Counter Defendant DVC failed to prove his damages beyond a preponderance of the evidence.

10. Based on the foregoing, Desert Valley did not and cannot satisfy the necessary elements to succeed on a claim for breach of the implied covenant of good faith and fair dealing and the Court therefore finds in favor of Inose on Desert Valley's claim for breach of the implied covenant of good faith and fair dealing.

### 3. Desert Valley's Claim for Unjust Enrichment

11. In Nevada, "[u]njust enrichment is the unjust retention . . . of money or property of another against the fundamental principles of justice or equity and good conscience." *Asphalt Products Corp. v. All Star Ready Mix, Inc.*, 111 Nev. 799, 802, 898 P.2d 699, 701 (1995) (citations omitted). This claim for relief "exists when the plaintiff confers a benefit on the defendant, the defendant appreciates such benefit, and there is 'acceptance and retention by the defendant of such benefit under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof.'" *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, \_\_\_ Nev. \_\_\_, 283 P.3d 250, 257 (2012) (citations omitted).

12. "An action based on a theory of unjust enrichment is not available when there is an express, written contract, because no agreement can be implied when there is an express agreement." *Leasepartners Corp. v. Robert L. Brooks Tr. Dated November 12, 1975*, 113 Nev. 747, 755, 942 P.2d 182, 187 (1997).

13. Nevada law would permit an unjust enrichment claim when the benefit conferred is "vastly different in scope and kind from the contracted-for benefit." *Sierra Dev. Co. v. Chartwell Advisory Group, Ltd.*, 223 F. Supp. 3d 1098, 1108 (D. Nev. 2016).

14. "An action based on a theory of unjust enrichment is not available when there is an express, written contract, because no agreement can be implied when there is an express agreement." *Lease partners Corp. v. Robert L. Brooks Tr. Dated November 12, 1975*, 113 Nev. 747, 755, 942 P.2d 182, 187 (1997).

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15. Nevada law would permit an unjust enrichment claim when the benefit conferred is “vastly different in scope and kind from the contracted-for benefit.” *Sierra Dev. Co. v. Chartwell Advisory Group, Ltd.*, 223 F. Supp. 3d 1098, 1108 (D. Nev. 2016).

16. The Court finds that a valid contract exists between the parties, therefore the Cause of Action for Unjust Enrichment fails as a matter of law.

#### 4. Desert Valley’s Claim for Intentional Interference with Contract

17. In Nevada, the elements for a claim of intentional interference with contractual relations are: 1) A valid and existing contract between plaintiff and a third party; 2) Defendant had knowledge of the valid contract or had reason to know of its existence; 3) Defendant committed intentional acts intended or designed to disrupt the contractual relationship or to cause the contracting party to breach the contract; 4) Actual disruption of the contract (the contracting party breached the contract); 5) The breach was caused by the wrongful and unjustified conduct; 6) Causation and damage. *See Klein v. Freedom Strategic Partners, LLC*, 595 F. Supp. 2d 1152 (D. Nev. 2009); *see also Blanck v. Hager*, 360 F. Supp.2d 1137 (D. Nev. 2005).

18. Desert Valley failed to establish that any disruptions in its contracts or contractual relations with subcontracts were caused Inose.

19. Desert Valley failed to identify any way in which it suffered damages by the actions of Inose arising from any alleged interference with its contractual relations.

20. The Court finds in favor of Inose on Desert Valley’s claim for intentional interference with contractual relations.

#### B. Inose’s Claims

##### 1. Inose’s Claim for Breach of Contract

21. In Nevada, in order to make a prima facie showing of a cause of action for breach of contract, a Plaintiff must establish the following elements: 1) a valid contract; 2) Defendant’s breached the contract or failed to render performance when due; 3) Defendant’s breach or failure of performance was unexcused; 4) All conditions precedent to defendant’s duty to perform were fulfilled by plaintiff or were excused; 5) Plaintiff was damaged by the breach; 6) Causation and

1 damages were a foreseeable consequence of a particular breach. *See Cohen-Breen v. Gray Tel.*  
2 *Grp., Inc.*, 661 F. Supp. 2d 1158, 1171 (D. Nev. 2009); *see also Clark Cnty. School Dist. v.*  
3 *Richardson Constr., Inc.*, 123 Nev. 382, 168 P.3d 87 (2007); *May v. Anderson*, 19 P.3d 1254, 1257  
4 (Nev. 2005).

5 22. The August 24, 2014 Work Authorization and Contract to Perform is a valid and  
6 enforceable agreement between Desert Valley and Inose.

7 23. Desert Valley breached its obligations under the Contract by failing to complete the  
8 work in a good and workmanlike manner including, but not limited to, by causing damage to the  
9 Property unrelated to the restoration and incorporating the cost of repairs for this damage into the  
10 cost it sought to collect from Inose.

11 24. Desert Valley breached its obligations under the Contract by failing to complete the  
12 scope of work and provide Inose with a fully restored property.

13 25. Desert Valley breached its obligations under the Contract by failing to complete the  
14 scope of work set forth in the Contract within the confines of the Insurance Proceeds as required  
15 under the Contract.

16 26. Desert Valley breached the Contract by failing to pay the subcontractors in full for  
17 work to be completed by the subcontractors.

18 27. Desert Valley breached its obligations under the Contract by unilaterally approving  
19 change orders received from subcontractors and failing to obtain approval of the same from Inose.

20 28. The above-referenced breaches by Desert Valley were unexcused.

21 29. Inose breached the Contract by failing to forward insurance proceeds as and when  
22 received to Desert Valley.

23 30. Inose breached the Contract by coordinating directly with the subcontractors  
24 retained by Desert Valley.

25 31. Inose paid subcontractors directly the total amount \$256,481.46 to complete work  
26 but could not distinguish between what was paid to restore the property versus what was paid for  
27 upgrades to the property.

28 ///

32. Based on the evidence presented at trial, Inose failed to establish what portion, if any, of the funds paid to subcontractors was for work included in Desert Valley's scope of work and what was paid for extras.

33. Inose therefore failed to establish damages under his claim for breach of contract.

34. The Court finds in favor of Desert Valley and against Inose on Inose's claim for breach of contract.

**2. Inose's Claim for Breach of the Implied Covenant of Good Faith and Fair Dealing**

35. In Nevada, to prevail on a breach of the implied covenant of good faith and fair dealing claim, there must be proof that: (1) the parties entered into a contract; (2) defendant owed a duty of good faith to plaintiff; (3) defendant breached that duty by performing in a manner that was unfaithful to the purpose of the contract and (4) plaintiff's justified expectations were thus denied. *See Perry v. Jordan*, 111 Nev. 943, 948, 900 P.2d 335, 338 (1995); *see also Hilton Hotels Corp. v. Butch Lewis Prods.*, 107 Nev. 226, 234, 808 P.2d 919, 923-24 (1991).

36. The August 24, 2014 Work Authorization and Contract to Perform is a valid and enforceable agreement between Desert Valley and Inose.

37. A covenant of good faith and fair dealing arising from the Contract was owed by Desert Valley to Inose.

38. Desert Valley breached its covenant of good faith and fair dealing arising from the Contract by failing to complete the scope of work set forth in the Contract within the confines of the Insurance Proceeds.

39. Desert Valley breached its covenant of good faith and fair dealing by causing or allowing damage to be caused under its supervision to Property and incorporating the repair costs related to said damage into its restoration job cost to be recovered from Fireman's Fund.

40. Desert Valley breached its covenant of good faith and fair dealing arising from the Contract by representing to Inose that certain costs could be covered elsewhere or buried without submitting written changes written change orders to Inose.

///

41. Desert Valley breached its covenant of good faith and fair dealing by failing to timely present to Inose the written change orders that it received from subcontractors throughout the course of the project.

42. Desert Valley breached its covenant of good faith and fair dealing arising from the Contract by directing Inose to close out for the Insurance Proceeds and representing to both Fireman's Fund and Inose that it could complete the work for the total amount of Insurance Proceeds and that it had no change orders as of July 2015.

43. Inose breached his covenant of good faith and fair dealing by failing to forward insurance proceeds as and when received to Desert Valley.

44. Inose breached his covenant of good faith and fair dealing by coordinating directly with the subcontractors retained by Desert Valley.

45. As a result of Desert Valley's above-referenced breaches of its duty of good faith and fair dealing, Inose's justified expectations were denied.

46. Inose failed to establish any damages suffered in relation to his claim for breach of the implied covenant of good faith and fair dealing.

47. The Court therefore finds in favor of Desert Valley and against Inose on Inose's claim for breach of the implied covenant of good faith and fair dealing.

### 3. Inose's Claim for Unjust Enrichment

48. In Nevada, "[u]njust enrichment is the unjust retention . . . of money or property of another against the fundamental principles of justice or equity and good conscience." *Asphalt Products Corp. v. All Star Ready Mix, Inc.*, 111 Nev. 799, 802, 898 P.2d 699, 701 (1995) (citations omitted). This claim for relief "exists when the plaintiff confers a benefit on the defendant, the defendant appreciates such benefit, and there is 'acceptance and retention by the defendant of such benefit under circumstances such that it would be inequitable for him to retain the benefit without payment of the value thereof.'" *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, \_\_\_ Nev. \_\_\_, 283 P.3d 250, 257 (2012) (citations omitted).

49. "An action based on a theory of unjust enrichment is not available when there is an express, written contract, because no agreement can be implied when there is an express

1 agreement.” *Leasepartners Corp. v. Robert L. Brooks Tr. Dated November 12, 1975*, 113 Nev.  
2 747, 755, 942 P.2d 182, 187 (1997).

3 50. Nevada law would permit an unjust enrichment claim when the benefit conferred  
4 is “vastly different in scope and kind from the contracted-for benefit.” *Sierra Dev. Co. v. Chartwell*  
5 *Advisory Group, Ltd.*, 223 F. Supp. 3d 1098, 1108 (D. Nev. 2016).

6 51. The Court finds that a valid contract exists between the parties, therefore the Cause  
7 of Action for Unjust Enrichment fails as a matter of law.

8 **4. Inose’s Claim for Intentional Interference with Prospective Economic**  
9 **Advantage**

10 52. In Nevada, the elements for a claim of intentional interference with prospective  
11 economic advantage are as follows: 1) A prospective contractual relationship between plaintiff and  
12 a third party; 2) Defendant has knowledge of the prospective relationship; 3) The intent to harm  
13 plaintiff by preventing the relationship; 4) The absence of privilege or justification by the  
14 defendants; 5) Actual harm to plaintiff as a result of defendant’s conduct; and 6) Causation and  
15 damages. *Custom Tel., Inc. v. Int’l Tele-Services, Inc.*, 254 F. Supp. 2d 1173, 1180-81 (Nev. 2003);  
16 *Wichinsky v. Mosa*, 109 Nev. 84, 88, 847 P.2d 727 (1993); *Leavitt v. Leisure Sports, Inc.*, 103 Nev.  
17 81, 88, 734 P.2d 1221, 1225 (1987).

18 53. After Desert Valley left the project, Inose had a prospective contractual relationship  
19 with the subcontractors that had been working on the Property.

20 54. As the prior general contractor on the project, Desert Valley had knowledge of his  
21 prospective relationship and was aware that Inose would need to engage the subcontractors to  
22 complete the restoration of his home and to avoid any liens being placed on the Property.

23 55. In sending written direction to the subcontractors to cease work on the Property and  
24 to refrain from dealing with Inose, Desert Valley had a clear intent to prevent the prospective  
25 relationship between Inose and the subcontractors.

26 56. Desert Valley had no privilege or justification to inform the subcontractors to cease  
27 work or to refrain from dealing with Inose after it had left the project.

28 ///

57. Inose failed to establish how the aforementioned actions of Desert Valley caused any damage to Inose.

58. The Court therefore finds in favor of Desert Valley and against Inose on Inose's claim for intentional interference with prospective economic advantage.

### DAMAGES

1. The provision of the Contract which provides that upon termination by the client, Desert Valley would be entitled to its costs "plus the profit that the client would have made on the job had Client not repudiated the contract" is ambiguous. *See Anvui, LLC v. G.L. Dragon, LLC*, 123 Nev. 212, 215, 163 P.3d 405, 407 (2007) ("A contract is ambiguous when it is subject to more than one reasonable interpretation.").

2. Desert Valley conceded that it prepared the Contract, which it utilizes as a form contract, and thus any ambiguities are to be construed against Desert Valley. *Id.* ("Any ambiguity, moreover, should be construed against the drafter.").

3. Accordingly, Desert Valley failed to establish that it is entitled to recover any profit or overhead for amounts paid to subcontractors by Inose for work completed after Desert Valley left the Project.

4. Desert Valley was paid approximately 85% of the contract price for a job that its own witness testified was approximately 85% completed at the time that Desert Valley left the Project. Desert Valley failed to establish any legal theory upon which it is entitled to any additional sums and therefore failed to establish any damages under its asserted legal theories.

5. Inose paid additional sums directly to subcontractors after Desert Valley left the project. However, changes and upgrades were performed on the project and thus Inose failed to establish any specific amount of damages suffered under any of his asserted legal theories.

### ORDER

Based on the foregoing, and other good cause appearing:

**IT IS HEREBY ORDERED** that, as to Plaintiff Desert Valley's claims for relief against Defendants for: 1) Breach of Contract, 2) Breach of the Covenant of Good Faith and Fair Dealing, 3) Unjust Enrichment, and 4) Intentional Interference with Contractual Relations; the Court finds

1 in favor of Defendants and against Desert Valley. Thus, Desert Valley's claims are dismissed with  
2 prejudice.

3 **IT IS FURTHER ORDERED** that, as to Inose's claims for relief against Desert Valley  
4 for: 1) Breach of Contract, 2) Breach of the Implied Covenant of Good Faith and Fair Dealing, 3)  
5 Unjust Enrichment, and 4) Intentional Interference with Prospective Economic Advantage; the  
6 Court finds in favor of Desert Valley and against Inose. Thus, Inose's claims are dismissed with  
7 prejudice.

8 **IT IS FURTHER ORDERED** that no damages are awarded to either party and neither  
9 party is considered the prevailing party.

10 **IT IS FURTHER ORDERED** that the Court will address any issues of attorneys' fees,  
11 costs, and prejudgment interest though post-decision motions that may be filed with the Court.


12 **IT IS SO ORDERED.**

13 DATED this 30<sup>th</sup> day of August, 2019

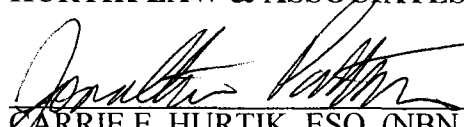
14   
15 DISTRICT COURT JUDGE

16 40

17 Respectfully Submitted by:  
18 **HOLLEY DRIGGS WALCH**  
19 **FINE PUZEY STEIN & THOMPSON**

20   
21 BRIAN W. ROSCHEE, ESQ. (NBN 7612)  
22 SEAN E. STORY, ESQ. (NBN 13968)  
23 400 South Fourth Street, Third Floor  
24 Las Vegas, Nevada 89101  
25 *Attorneys for Defendant IN-LO Properties and*  
26 *Defendant/Counterclaimant Eugene Inose*

27 **HURTIK LAW & ASSOCIATES**

28   
29 CARRIE E. HURTIK, ESQ. (NBN 7028)  
30 JONATHON R. PATTERSON, ESQ. (NBN 9644)  
31 6767 West Tropicana Ave. #200  
32 Las Vegas, NV 89103  
33 *Attorneys for Plaintiff/Counter-defendant,*  
34 *DVC CONTRACTING, INC.*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Building and Construction

# COURT MINUTES

**July 21, 2016**

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

**July 21, 2016                      9:00 AM                      Motion to Dismiss**

**HEARD BY:** Hardy, Joe

**COURTROOM:** Phoenix Building Courtroom - 11th Floor

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

## PARTIES

**PRESENT:**     Hurtik, Carrie E.                     Attorney  
                      Miller, William N.                     Attorney

## JOURNAL ENTRIES

- Mr. Miller argued in support of the Motion, stating that the third and fourth claims against Defendant IN-LO should be dismissed, as any potential benefit or responsibility would lie with Defendant Eugene Inose. Additionally, Mr. Miller argued that all claims pending against Defendant Jeffrey Louie should be dismissed, as he had never had any involvement with the Plaintiff, and was only a managing member of IN-LO. Ms. Hurtik argued in opposition, stating that the claims had been sufficiently pled, and both Mr. Inose and Mr. Louie were agents of IN-LO. COURT ORDERED Motion GRANTED IN PART as to Defendant Jeffrey Louie, FINDING that claims were brought against Mr. Louie only because he was a member of the LLC, and that was not sufficient under Nevada's notice pleadings standard; all claims against Defendant Jeffrey Louie were hereby DISMISSED WITHOUT PREJUDICE for all of the reasons set forth in the Motion and during oral arguments. COURT FURTHER ORDERED the remainder of the Motion was hereby DENIED IN PART WITHOUT PREJUDICE, FINDING that unjust enrichment could be pled as alternative theory or separate claim; ALTERNATIVELY, the COURT FOUND that the allegation of change orders opened the door to maintaining the unjust enrichment claim. The COURT FURTHER FOUND that the facts and elements of the intentional interference claim against Defendant IN-LO had been sufficiently pled, and a claim had been stated upon which relief could be granted. Mr. Miller to



prepare the Order and forward it to Ms. Hurtik for approval as to form and content.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**July 10, 2017**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**July 10, 2017      9:30 AM      Status Check: Trial Setting**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
Patterson, Jonathan R.      Attorney

**JOURNAL ENTRIES**

- Mr. Boschee advised that the had discussed continuing the trial to November with Ms. Hurtik, noting that both parties had scheduling issues. Mr. Patterson affirmed Mr. Boschee's representations. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

10/23/17 8:30 AM PRE TRIAL CONFERENCE

11/8/17 8:30 AM CALENDAR CALL

11/13/17 10:30 AM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**September 25, 2017**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**September 25, 2017    9:30 AM      Status Check**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
Patterson, Jonathan R.      Attorney

**JOURNAL ENTRIES**

- Mr. Boschee requested the trial be continued to the Court's February 2018 trial stack, stating that his client would be selling his home, said home being the subject of the instant litigation. Additionally, Mr. Boschee advised that the parties would attempt to settle again. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

1/16/18 8:30 AM PRE TRIAL CONFERENCE

1/31/18 8:30 AM CALENDAR CALL

2/5/18 10:30 AM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**November 29, 2017**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**November 29, 2017      10:30 AM      Settlement Conference**

**HEARD BY:** Israel, Ronald J.      **COURTROOM:** RJC Courtroom 15C

**COURT CLERK:** Kathy Thomas

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Patterson, Jonathan R.	Attorney

**JOURNAL ENTRIES**

- Also present: Mr. Daniel Merritt, Estimator for Plaintiff and Mr. Dennis Zachary Plaintiff's principle. Settlement Conference held in chambers. Parties were unable to reach a settlement agreement.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**December 11, 2017**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**December 11, 2017      9:30 AM      Status Check**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
Patterson, Jonathan R.      Attorney

**JOURNAL ENTRIES**

- Mr. Boschee noted that there were a couple of depositions that needed to be taken; however, there were no pre-trial issues that the Court needed to address at this time. COURT ORDERED the trial dates would STAND.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**January 16, 2018**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**January 16, 2018      8:30 AM      Pre Trial Conference**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
Patterson, Jonathan R.      Attorney

**JOURNAL ENTRIES**

- Mr. Boschee noted that a Stipulation and Order to Continue Trial Date had been submitted to the Court. Pursuant to the Stipulation and Order, COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

4/30/18 8:30 AM PRE TRIAL CONFERENCE

5/16/18 8:30 AM CALENDAR CALL

5/21/18 10:30 AM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**March 26, 2018**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**March 26, 2018      9:30 AM      Status Check**

**HEARD BY:** Ames, Jack B.      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
Patterson, Jonathan R.      Attorney

**JOURNAL ENTRIES**

- Upon Court's inquiry, counsel indicated there were no issues for the Court to address at this time, and they were prepared to proceed to trial.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**April 30, 2018**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**April 30, 2018      8:30 AM      Pre Trial Conference**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 03H

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
                         Hurtik, Carrie E.      Attorney

**JOURNAL ENTRIES**

- The Court informed counsel that, due to its schedule, the instant trial could be double stacked with another trial, or it could be continued to the next available trial stack. Mr. Boschee stated that double stacking the trial would be logistically difficult. Upon Court's inquiry, counsel advised that approximately five (5) days would be needed for trial. Colloquy regarding scheduling. COURT ORDERED the trial dates were hereby VACATED and RESET. An Amended Trial Order shall issue.

9/17/18 8:30 AM PRE TRIAL CONFERENCE

10/3/18 8:30 AM CALENDAR CALL

10/8/18 10:30 AM BENCH TRIAL



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**August 13, 2018**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**August 13, 2018      9:30 AM      Status Check**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
Patterson, Jonathan R.      Attorney

**JOURNAL ENTRIES**

- The Court advised counsel of the limited availability on the October 8, 2018, trial stack, and inquired as to whether they wished to reschedule the trial dates. Mr. Boschee requested that the trial dates stand at this time, due to the Defendants being located out of state. Upon Court's inquiry, counsel represented that approximately three to four days would be needed for trial. COURT ORDERED the trial dates would STAND.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**September 17, 2018**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**September 17, 2018      8:30 AM      Pre Trial Conference**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Patterson, Jonathan R.      Attorney  
Story, Sean E.      Attorney

**JOURNAL ENTRIES**

- Upon Court's inquiry, Mr. Patterson indicated that approximately four days were required for trial. Additionally, Mr. Patterson requested that the trial date be continued to the January of 2019, trial stack. Mr. Story represented that there was no opposition to the trial being continued. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

12/10/18 8:30 AM PRETRIAL / CALENDAR CALL

1/2/19 10:30 AM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**November 14, 2018**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**November 14, 2018      9:30 AM      Status Check**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Patterson, Jonathan R.      Attorney  
Story, Sean E.      Attorney

**JOURNAL ENTRIES**

- Upon Court's inquiry, Mr. Patterson indicated that discovery was complete, the parties were prepared to proceed to trial, and that approximately three to five days would be needed for trial. COURT ORDERED the trial dates would STAND, DIRECTING counsel to provide their Proposed Findings of Fact, Conclusions of Law, in a timely manner prior to trial.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**December 10, 2018**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**December 10, 2018      8:30 AM      Pretrial/Calendar Call**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
                         Hurtik, Carrie E.      Attorney  
                         Story, Sean E.      Attorney

**JOURNAL ENTRIES**

- Due to its schedule, the Court noted that the instant trial could be double-stacked with a trial in another case, or it could be moved to a different trial stack. Ms. Hurtik advised that she was amenable to the trial being double-stacked; however, Mr. Boschee represented that he had a scheduling conflict beginning January 14, 2019. Upon Court's inquiry, Mr. Boschee stated that approximately five to seven day would be required for the instant trial. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

2/20/19 8:30 AM PRE TRIAL CONFERENCE

3/6/19 8:30 AM CALENDAR CALL

3/11/19 10:30 AM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**January 14, 2019**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**January 14, 2019      9:30 AM      Status Check**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan  
Dara Yorke

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:** Gandara, Andrea      Attorney  
Lay, Linda L      Attorney

**JOURNAL ENTRIES**

- Ms. Gandara indicated the parties are were ready to proceed to trial. Court inquired about how many days would be expected for trial. Ms. Gandara estimated at least 5 days. Ms. Lay indicated that 2 weeks would be needed for trial. COURT ORDERED, parties to return on February 20, 2019 for Pre Trial Conference.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**February 20, 2019**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**February 20, 2019      8:30 AM      Pre Trial Conference**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan  
Dara Yorke

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Patterson, Jonathan R.      Attorney  
Vellis, Mikkaela N.      Attorney

**JOURNAL ENTRIES**

- Upon Court's inquiry, Mr. Patterson and Ms. Vellis indicated that the parties would need a week for trial. COURT ORDERED a TENTATIVE TRIAL DATE was SET for the week of April 8, 2019. COURT FURTHER ORDERED, prior to the Calendar Call, the parties were to meet and confer in good faith regarding the exhibits; additionally, the parties would be REQUIRED to submit their respective Proposed Findings of Fact, Conclusions of Law to the Court, as well as their Pre-Trial Memorandum, prior to the Calendar Call hearing.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Building and Construction

# COURT MINUTES

**March 06, 2019**

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

**March 06, 2019**      **8:30 AM**      **Calendar Call**

**HEARD BY:** Hardy, Joe                      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

## PARTIES

**PRESENT:**      Hurtik, Carrie E.                      Attorney  
                         Patterson, Jonathan R.                      Attorney  
                         Story, Sean E.                                  Attorney

## JOURNAL ENTRIES

- Upon Court's inquiry, counsel advised that they were prepared to proceed to trial on April 8, 2019. Mr. Story stated that a Pre-Trial Memorandum had been submitted, and a memorandum containing a list of exhibits had been discussed by the parties; however, a revised list of exhibits would need to be submitted. Additionally, Mr. Story indicated that he believed the parties would be able to reach stipulations regarding the exhibits, and Proposed Findings of Fact, Conclusions of Law would be submitted after the parties were able to discuss them. COURT ORDERED the parties to submit the Proposed Findings of Fact, Conclusions of Law NO LATER than April 3, 2019, along with a Stipulation on the facts. COURT ORDERED a FIRM TRIAL DATE was hereby SET.

4/8/19 10:30 AM JURY TRIAL - FIRM

4/9/19 10:30 AM JURY TRIAL - FIRM

4/10/19 10:30 AM JURY TRIAL - FIRM

PRINT DATE: 10/02/2019

Page 16 of 29

Minutes Date: July 21, 2016

**A-16-734351-C**

4/11/19 10:30 AM JURY TRIAL - FIRM

4/12/19 9:00 AM JURY TRIAL - FIRM



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**April 08, 2019**

---

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

---

**April 08, 2019      10:30 AM      Bench Trial - FIRM**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
                         Hurtik, Carrie E.      Attorney  
                         Inose, Eugene      Defendant  
                              Counter Claimant  
                         Patterson, Jonathan R.      Attorney  
                         Story, Sean E.      Attorney

**JOURNAL ENTRIES**

- Ms. Hurtik and Mr. Boschee STIPULATED to the admittance of all of the proposed exhibits (see worksheet). COURT ORDERED ALL proposed exhibits were hereby ADMITTED. The parties discussed the scheduling of witness testimony. Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 4/9/19 10:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**April 09, 2019**

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A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

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**April 09, 2019      10:30 AM      Bench Trial - FIRM**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
                         Hurtik, Carrie E.      Attorney  
                         Inose, Eugene      Defendant  
                              Counter Claimant  
                         Patterson, Jonathan R.      Attorney  
                         Story, Sean E.      Attorney

**JOURNAL ENTRIES**

- Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 4/10/19 10:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**April 10, 2019**

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A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

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**April 10, 2019      10:30 AM      Bench Trial - FIRM**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
                         Hurtik, Carrie E.      Attorney  
                         Inose, Eugene      Defendant  
                              Counter Claimant  
                         Patterson, Jonathan R.      Attorney  
                         Story, Sean E.      Attorney

**JOURNAL ENTRIES**

- Colloquy regarding scheduling. Mr. Boschee advised that he did not believe the trial could be finished by April 12, 2019, noting that at least one more trial day would be needed. Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 4/11/19 10:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**April 11, 2019**

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A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

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**April 11, 2019      10:30 AM      Bench Trial - FIRM**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**      Boschee, Brian W.      Attorney  
                         Hurtik, Carrie E.      Attorney  
                         Inose, Eugene      Defendant  
                              Counter Claimant  
                         Patterson, Jonathan R.      Attorney  
                         Story, Sean E.      Attorney

**JOURNAL ENTRIES**

- Mr. Boschee noted that there were potential witness scheduling issues, that may require the trial to be continued to a time that works with the Court's schedule. Ms. Hurtik agreed with Mr. Boschee's representations. Due to the witness scheduling issues, COURT ORDERED the bench trial hearing for April 12, 2019, was hereby VACATED. The Court indicated that the additional trial dates would be scheduled after today's witness testimony. Testimony presented (see worksheet).

Colloquy regarding scheduling. Upon Court's inquiry, both parties stated that approximately three more days would be needed for trial. COURT ORDERED trial CONTINUED.

6/19/19 10:30 AM BENCH TRIAL - FIRM

6/20/19 10:30 AM BENCH TRIAL - FIRM

6/21/19 9:00 AM BENCH TRIAL - FIRM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**June 19, 2019**

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A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

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**June 19, 2019      10:30 AM      Bench Trial - FIRM**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Story, Sean E.	Attorney

**JOURNAL ENTRIES**

- Also present: Jonathan Patterson and Dennis Zachary, representatives for the Plaintiff.

Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 6/20/19 10:30 am

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**June 20, 2019**

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A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

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**June 20, 2019**

**10:30 AM**

**Bench Trial - FIRM**

**HEARD BY:** Hardy, Joe

**COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

**PRESENT:**

Boschee, Brian W.

Attorney

Hurtik, Carrie E.

Attorney

Inose, Eugene

Defendant

Counter Claimant

Story, Sean E.

Attorney

**JOURNAL ENTRIES**

- Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 6/21/19 9:00 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction****COURT MINUTES****June 21, 2019**

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
                                  vs.  
                                  IN-LO Properties LLC, Defendant(s)

**June 21, 2019      9:00 AM      Bench Trial - FIRM**

**HEARD BY:** Hardy, Joe      **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Story, Sean E.	Attorney

**JOURNAL ENTRIES**

- Also present: Dennis Zachary, Representative for Desert Valley Contracting, Inc.

Testimony presented (see worksheet). Due to the large volume of evidence presented via testimony and admitted exhibits, and the gap between the first part of the bench trial and the second part, COURT ORDERED a hearing regarding closing arguments / Amended Proposed Findings of Fact, Conclusions of Law, was hereby SET, at which time the Court would provide a ruling. COURT FURTHER ORDERED the parties to provide Amended Findings of Fact, Conclusions of Law, focusing on the following: (1) clarification on what has been paid, and what was outstanding, with evidentiary support for the numbers; and (2) links between the Proposed Findings of Fact, Conclusions of Law, and the testimony presented at trial.

COURT ORDERED the Proposed Findings of Fact, Conclusions of Law, must be SUBMITTED no later than 5:00 PM on July 17, 2019. The Court noted that the clients would not be required to attend the pending hearing.



7/24/19 9:00 AM HEARING: CLOSING / AMENDED PROPOSED FINDINGS OF FACT,  
CONCLUSIONS OF LAW

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Building and Construction

# COURT MINUTES

**July 24, 2019**

A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

**July 24, 2019**                      **9:00 AM**                      **Hearing**

**HEARD BY:** Hardy, Joe **COURTROOM:** RJC Courtroom 11D

**COURT CLERK:** Kristin Duncan

**RECORDER:** Matt Yarbrough

**REPORTER:**

## PARTIES

<b>PRESENT:</b>	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Story, Sean E.	Attorney

## JOURNAL ENTRIES

- The Court noted that it reviewed the Amended Proposed Findings of Fact, Conclusions of Law. Closing arguments by Ms. Hurtik. Closing arguments by Mr. Boschee. The COURT FOUND and ORDERED the following: (1) Plaintiff and Defendants both breached the contract; (2) neither side met their burden of proof, by a preponderance of the evidence, as they failed to provide evidence of the damages caused by those breaches; (3) Desert Valley Contracting was AWARDED an amount of \$0.00; (4) Eugene Inose was AWARDED an amount of \$0.00; (5) Mr. Inose's argument that the Desert Valley Contracting was motivated to close out the insurance claim did not make sense, as it would have been in Desert Valley Contracting's best interest, financially speaking, to have the claim remain open; (6) Desert Valley Contracting had the requisite experience for the job, and was not off the job for multiple months; (7) the claims that Eugene Inose was not aware of the change orders, was belied by the evidence; (8) the lack of thorough accounting on both sides contributed to the parties' failure to meet their burdens of proof; (9) there was no evidence that Eugene Inose took any steps to reopen the insurance claim; (10) Desert Valley Contracting interfered with the completion of the project, by sending out letters to their subcontractors, directing those subcontractors not to work with

Eugene Inose and his decorator; (11) the delays caused by shipping and worker strikes, were unforeseen, and were not the fault of either party; (12) there was a contract in place; therefore, neither side proved-up the claim for unjust enrichment, and provided no proof of damages related to unjust enrichment; (13) there being a breach of contract, the Court did not have to get to the breach of implied covenant of good faith and fair dealing; alternatively, to the extent the Court did have to get to the breach of implied covenant of good faith and fair dealing, both sides breached the implied covenant, but failed to prove up their damages; (14) Desert Valley Contracting and Eugene Inose's interference claims failed, for all of the reasons previously stated; and (15) neither side was a prevailing party, for the purposes of the Memorandum of Costs. COURT ORDERED the parties to prepare Joint Finding of Fact, Conclusions of Law, if possible, by working of Eugene Inose's Proposed Findings of Fact, Conclusions of Law; however, if the parties were unable to reach an agreement on the language of the Findings of Fact, Conclusions of Law, competing Findings of Fact, Conclusions of Law, could be submitted to the Court.

Upon Mr. Boschee's inquiry, the Court noted that it would consider a Motion for Attorneys' Fees, based upon the offers of judgment, if filed. COURT ORDERED a status check regarding the submittal of the Findings of Fact, Conclusions of Law, was hereby SET on this department's chambers calendar; failure to submit the Proposed Findings of Fact, Conclusions of Law, by the status check date, may result in a hearing be set on the Court's regular calendar.

8/21/19 (CHAMBERS) STATUS CHECK: FINDINGS OF FACT, CONCLUSIONS OF LAW

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Building and Construction**

**COURT MINUTES**

**August 21, 2019**

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A-16-734351-C      Desert Valley Contracting Inc, Plaintiff(s)  
vs.  
IN-LO Properties LLC, Defendant(s)

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**August 21, 2019      3:00 AM      Status Check**

**HEARD BY:** Hardy, Joe      **COURTROOM:** Chambers

**COURT CLERK:** Kristin Duncan

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT ORDERED, a status check is hereby set for September 4, 2019 at 9:00 a.m. to determine why a findings of fact, conclusions of law order has not been submitted and filed.

CLERK'S NOTE: A copy of this minute order was e-mailed to: Brian Bosch, Esq. [bbosch@nevadafirm.com] and Carrie Hurtik, Esq. [churtik@hurtiklaw.com]. (KD 8/22/19)

# JOINT TRIAL EXHIBITS (BINDER 1)

## Plaintiff's Exhibits 1-165

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
1.	Artesia Kitchen & Bath, Invoice No.: 869, Dated October 12, 2014	DVC000001	✓	4/2/19		4/8/19	WA
2.	Artesia Kitchen & Bath, Unconditional Waiver and Release on Progress Payment, dated October 31, 2014	DVC000002					WA
3.	Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated April 27, 2015	DVC000003					WA
4.	Artesia Kitchen & Bath, Labor Payment Affidavit, dated April 27, 2015	DVC000004					WA
5.	Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000005					WA
6.	Creative Closets & Cabinets, Check Receipt No.: 14507	DVC000006					WA
7.	Email from Janelle Conrady to Rachelle Elliston, Re: Inose Residence, dated July 7, 2015	DVC000007- DVC000008					WA
8.	Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000009					WA
9.	Notice to Owner and Contractor of Right to Lien, dated October 14, 2014	DVC000010					WA
10.	Approved Proposal, dated September 12, 2014	DVC000011- DVC000015					WA
11.	Artesia Kitchen & Bath, Invoice No.: 1052, dated April 27, 2015	DVC000016					WA
12.	Artesia Kitchen & Bath, Out of Stock Certificate, dated April 27, 2015	DVC000017					WA
13.	Artesia Kitchen & Bath, Invoice No.: 1134, dated July 7, 2015, Re: Change Order	DVC000018					WA
14.	DVC Receipt Artesia Kitchen & Bath, dated October 16, 2014	DVC000019					WA
15.	Arx LLC, Unconditional Waiver and Release on Final Payment, dated October 16, 2014	DVC000020					WA
16.	Arx LLC, Conditional Waiver and Release on Final Payment, dated September 24, 2014	DVC000021					WA
17.	DVC Receipt Arx, LLC, dated October 16, 2014	DVC000022					WA
18.	Arx LLC, Invoice No.: 0531, dated September 24, 2014	DVC000023					WA
19.	Arx LLC, Invoice No.: 0535, dated October 1, 2014	DVC000024					WA
20.	Arx, LLC, Structural Engineering Memorandum, dated September 23, 2014	DVC000025- DVC000028					WA
21.	Arx, LLC, Professional Services Agreement, dated September 18, 2014	DVC000029- DVC000030					WA
22.	DVC Receipt for Burnham Painting & Drywall Corp., dated September 23, 2014	DVC000031					WA
23.	Burnham Painting & Drywall Corp. Proposal, dated September 23, 2014	DVC000032					WA
24.	Burnham Painting & Drywall Corp., Unconditional Waiver and Release Upon Final Payment, dated May 22, 2015	DVC000033					WA
25.	DVC Receipt for Burnham Painting & Drywall, Final Check, dated April 22, 2015	DVC000034					WA
26.	Email Chain between Gordon Lapointe and Rachelle Elliston, Re: Payment, dated April 24, 2015	DVC000035- DVC000037					WA
27.	Letter from State Contractors Board, dated April 27, 2015	DVC000038					WA
28.	Letter from State Contractors Board, dated April 6, 2015	DVC000039					WA
29.	Consumer Complaint Form, dated March 30, 2015	DVC000040- DVC000041					WA
30.	Letter from State Contractors Board, dated March 30, 2015	DVC000042- DVC000051					WA
31.	Email Chain between Toni Burnham and Rachel Elliston, Re: Invoice 19477, dated April 3, 2015	DVC000052					WA
32.	DVC Receipt for Central Valley Insulation, dated April 16, 2015	DVC000053					WA
33.	Comfort Home Appliance, Invoice No.: 07335, dated August 25, 2015	DVC000054	✓	✓		✓	WA

Stip. Offered Admitted

34.	Email from Bank of America to Diana Cerda, Re: Receipt for Comfort Home Appliance, dated September 2, 2014	DVC000055	✓	4/8/19		4/8/19	WA
35.	West Coast Concrete, Inc., BID Proposal and Contract Agreement, dated April 23, 2015	DVC000056- DVC000057					WA
36.	Desert Home Electric, Inc., Conditional Waiver and Release upon Progress Payment, dated October 21, 2014	DVC000058					WA
37.	Desert Home Electric, Inc., Labor/Material from Stock Release	DVC000059					WA
38.	DVC Receipt for Custom Landau, June 8, 2015	DVC000060					WA
39.	Custom Landau, Approved Invoice 5799, dated April 8, 2015	DVC000061					WA
40.	Custom Landau, Invoice 5179, dated February 25, 2015	DVC000062					WA
41.	Custom Landau, Paid Out of Stock Material Certificated, dated April 8, 2015	DVC000063					WA
42.	Custom Landau, Conditional Waiver and Release Upon Final Payment, dated April 8, 2015	DVC000064					WA
43.	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000065					WA
44.	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000066					WA
45.	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000067					WA
46.	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000068					WA
47.	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 11, 2014	DVC000069					WA
48.	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000070					WA
49.	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000071					WA
50.	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000072					WA
51.	Crescent Electric Supply Company, Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000073					WA
52.	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000074					WA
53.	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000075					WA
54.	Desert Home Electric, Inc., Invoice No.: 14119, dated December 16, 2014	DVC000076					WA
55.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 16, 2014	DVC000077					WA
56.	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 16, 2014	DVC000078					WA
57.	Desert Home Electric, Inc., Approved Quote and Purchase Order Request, dated December 3, 2014	DVC000079					WA
58.	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000080					WA
59.	Desert Home Electric, Inc., Letter Re: Phase I – Scope of Work for Wire Certification, dated September 24, 2014	DVC000081					WA
60.	Desert Home Electric, Inc., Invoice No.: 13957, dated October 21, 2014	DVC000082					WA
61.	Desert Home Electric, Inc., Labor/Material Stock Release, dated October 21, 2014	DVC000083					WA
62.	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000084					WA
63.	Desert Home Electric, Inc., Invoice No.: 14079 dated December 5, 2014	DVC000085					WA
64.	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 5, 2014	DVC000086					WA
65.	Desert Home Electric, Inc., Breakdown – Master Form, dated December 24, 2014	DVC000087					WA
66.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated January 23, 2015	DVC000088					WA
67.	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000089					WA
68.	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000090					WA
69.	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000091					WA
70.	DVC Receipt for Desert Home Electric, Inc., dated July 24, 2015	DVC000092					WA
71.	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000093					WA
72.	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000094					WA
73.	DVC Check History for Desert Home Electric, Inc., dated February 18, 2015	DVC000095					WA
74.	Desert Home Electric, Inc., Invoice No.: 14616 dated May 26, 2015	DVC000096					WA
75.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000097					WA
76.	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000098	✓	✓		✓	WA

			Slip. Offered				Admitted				
77.	Desert Home Electric, Inc., Invoice No.: 14079, dated December 5, 2014	DVC000099	✓	4/8/19			4/8/19				WA
78.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated December 5, 2014	DVC000100									WA
79.	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000101									WA
80.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 11, 2014	DVC000102									WA
81.	DVC Check History for Desert Home Electric, Inc., dated March 18, 2015	DVC000103									WA
82.	Desert Home Electric, Inc., Quote No.: 51216B, dated June 12, 2015	DVC000104									WA
83.	Desert Home Electric, Inc., Quote No.: 51216C, dated June 12, 2015	DVC000105									WA
84.	Desert Home Electric, Inc., Approved Quote, dated August 12, 2015	DVC000106									WA
85.	City of Henderson, Subcontractor Registration for Desert Home Electric, Inc.	DVC000107									WA
86.	DVC's Subcontract with Desert Home Electric, Inc.	DVC000108- DVC000113									WA
87.	Desert Home Electric, Inc., Put House Back Together - High Voltage, dated November 18, 2014	DVC000114- DVC000115									WA
88.	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000116									WA
89.	Desert Home Electric, Inc., Dielectric Test, dated October 21, 2014	DVC000117- DVC000119									WA
90.	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000120									WA
91.	Notice of Right to Lien (Private Work), Crescent Electric Supply Co. Inc.	DVC000121- DVC000122									WA
92.	Email chain between Steve Raleigh and Diana Cerda, dated October 20, 2014	DVC000123									WA
93.	Notice of Right to Lien and Request for Receipt of Notice of Completion, Desert Lumber, dated September 19, 2014	DVC000124									WA
94.	DVC Receipt for Desert Lumber, dated January 30, 2015	DVC000125									WA
95.	Desert Lumber, Invoice No. 612380, dated December 3, 2014	DVC000126									WA
96.	Desert Lumber, Invoice No. 613425, dated December 18, 2014	DVC000127									WA
97.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated July 17, 2015	DVC000128									WA
98.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213613, dated July 1, 2015	DVC000129									WA
99.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213864, dated July 1, 2015	DVC000130									WA
100.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated January 1, 2015	DVC000131									WA
101.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209189, dated December 31, 2014	DVC000132									WA
102.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated February 12, 2015	DVC000133									WA
103.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209739, dated January 31, 2015	DVC000134									WA
104.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated March 16, 2015	DVC000135									WA
105.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-210302 dated February 28, 2015	DVC000136									WA
106.	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000137									WA
107.	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000138									WA
108.	Diva Interior Concepts, LLC, Estimate No.: 1132, dated March 11, 2015	DVC000139									WA
109.	Diva Interior Concepts, LLC, Estimate No.: 1133, dated March 16, 2015	DVC000140									WA
110.	DVC Letter to Diva Interior Concepts, LLC, dated October 31, 2014, not signed	DVC000141									WA
111.	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment	DVC000142									WA
112.	DVC's Subcontract with Diva Interior Concepts, LLC	DVC000143- DVC000146									WA
113.	DVC Receipt for Diva Interior Concepts, LLC, dated April 20, 2015	DVC000147									WA
114.	DVC Receipt for Diva Interior Concepts, LLC, dated October 31, 2014	DVC000148									WA
115.	Diva Interior Concepts, LLC, Proposal, dated September 10, 2014	DVC000149- DVC000150									WA
116.	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment, Signed	DVC000151									WA
117.	Diva Interior Concepts, LLC, Estimate No.: 1137, dated April 14, 2015	DVC000152									WA
118.	DVC Receipt for Diva Interior Concepts, LLC, dated May 1, 2014	DVC000153	✓	4/8/19			4/8/19				WA

Stip. Offered Admitted

119.	Diva Interior Concepts, LLC, Invoice No.: 451, dated April 24, 2015	DVC000154; DVC000158; DVC000160	✓	4/8/19		4/8/19	WA
120.	Diva Interior Concepts, LLC, Invoice No.: 450, dated April 21, 2015	DVC000155- DVC000156					WA
121.	Diva Interior Concepts, LLC, Estimate No.: 1136, dated April 13, 2015	DVC000157					WA
122.	DVC Receipt for Diva Interior Concepts, LLC, dated May 8, 2015	DVC000159					WA
123.	DVC Receipt for Diva Interior Concepts, LLC, dated July 9, 2015	DVC000161					WA
124.	Diva Interior Concepts, LLC, Invoice No.: 417, dated January 5, 2015	DVC000162; DVC000163					WA
125.	Diva Interior Concepts, LLC, Invoice 485, dated July 6, 2015	DVC000164					WA
126.	Diva Interior Concepts, LLC, Statement, dated June 15, 2015	DVC000165					WA
127.	DVC Receipt for Diva Interior Concepts, LLC, dated July 17, 2015	DVC000166					WA
128.	Diva Interior Concepts, LLC, Statement, dated July 15, 2015	DVC000167					WA
129.	DVC Receipt for Diversified Protection Systems, Inc., dated May 13, 2015	DVC000168					WA
130.	Diversified Protection Systems, Inc., Invoice No.: 104476, dated September 25, 2014	DVC000169; DVC000170					WA
131.	Diversified Protection Systems, Inc., Estimate No.: 3666, dated September 25, 2014	DVC000171					WA
132.	Email chain between Diana Cerda and Diversified Protection Systems, Inc., Re: Inose -587 St Croix, dated November 11, 2014	DVC000172- DVC000173					WA
133.	DVC's Subcontract with Diversified Protection Systems, Inc., dated October 21, 2014	DVC000174- DVC000184					WA
134.	Email chain between Roy Heaton and Diana Cerda, Re: Inose Request (Change Orders), dated January 8, 2015	DVC000185					WA
135.	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000186- DVC000199					WA
136.	Eagle Sentry, Proposal 8076-00, dated December 17, 2014	DVC000200- DVC000201					WA
137.	Eagle Sentry, Proposal 8076-00 Change Order 5, dated January 5, 2015	DVC000202					WA
138.	Eagle Sentry, Proposal 8076-00 Change Order 2, dated November 13, 2014	DVC000203					WA
139.	Eagle Sentry, Proposal 8076-00 Change Order 1, dated October 16, 2014	DVC000204- DVC000206					WA
140.	Eagle Sentry, Proposal 8076-00 Change Order 7, dated July 28, 2015	DVC000207					WA
141.	Eagle Sentry, Proposal 8076-00 Change Order 8, dated July 28, 2015	DVC000208					WA
142.	Eagle Sentry, Proposal 8076-00, dated August 27, 2014	DVC000209- DVC000212					WA
143.	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000213- DVC000214					WA
144.	DVC's Subcontract with Eagle Sentry, dated October 3, 2014	DVC000215- DVC000225					WA
145.	DVC Receipt for Eagle Sentry, dated November 19, 2014	DVC000226					WA
146.	Eagle Sentry Material Release, Invoice 159141, dated November 25, 2014	DVC000227					WA
147.	DVC Receipt for Eazylift Elevators, dated July 2, 2015	DVC000228;					WA
148.	Eazylift Elevators, Labor Payment Affidavit, dated June 1, 2015	DVC000229					WA
149.	Eazylift Elevators, Out of Stock Material Certification, dated June 1, 2015	DVC000230					WA
150.	Eazylift Elevators, Invoice No.: INV-162940, dated June 8, 2015	DVC000231					WA
151.	Efficient Space Planning, Change Order 1, dated April 29, 2015	DVC000232					WA
152.	Efficient Space Planning, Invoice No.: 112514, dated August 28, 2014	DVC000233					WA
153.	Efficient Space Planning Drawings	DVC000234- DVC000236					WA
154.	DVC Receipt for Efficient Space Planning, dated November 19, 2014	DVC000237					WA
155.	Efficient Space Planning Material Suppliers	DVC000238					WA
156.	Firehouse Electric, Invoice No.: 1606, dated September 10, 2014	DVC000239					WA
157.	HY-Bar, Change Order, dated December 18, 2014	DVC000240					WA
158.	HY-Bar, Proposal, dated November 5, 2014	DVC000241- DVC000242					WA
159.	HY-Bar, Change Order, dated January 5, 2015	DVC000243	✓	✓		✓	WA



			Ship. Offered		Admitted	
160.	HY-Bar, Proposal, dated August 28, 2014	DVC000244- DVC000249	✓	4/8/19	4/8/19	WA
161.	DVC Receipt for HY-Bar, dated March 17, 2015	DVC000250; DVC000254	↓	↓	↓	WA
162.	HY-Bar, Proposal, Invoice No.: 5978, dated February 25, 2015	DVC000251	↓	↓	↓	WA
163.	HY-Bar, Materials from Paid Stock, dated March 3, 2015	DVC000252; DVC000255	↓	↓	↓	WA
164.	HY-Bar, Conditional Waiver and Release Upon Progress Payment, dated March 3, 2015	DVC000253	↓	↓	↓	WA
165.	DVC Receipt for HY-Bar, dated March 26, 2015	DVC000256	▽	▽	▽	WA

# JOINT TRIAL EXHIBITS (BINDER 2)

## Plaintiff's Exhibits 166-264

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
166.	HY-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000257	✓	4/8/19		4/8/19	WA
167.	Hy-Bar, Conditional Waiver and Release Upon Progress Payment, dated April 17, 2015	DVC000258					WA
168.	Hy-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000259					WA
169.	DVC Receipt for Hy-Bar, dated April 16, 2015	DVC000260					WA
170.	Hy-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000261					WA
171.	Hy-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000262					WA
172.	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000263					WA
173.	Hy-Bar, Invoice No.: 6328, dated April 1, 2015	DVC000264					WA
174.	Hy-Bar, Job No.: 106404, dated August 8, 2014	DVC000265					WA
175.	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000266					WA
176.	HY-Bar, Change Order, dated April 22, 2015	DVC000267					WA
177.	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000268					WA
178.	HY-Bar, Change Order, dated April 22, 2015	DVC000269					WA
179.	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000270					WA
180.	Unknown Invoice, dated November 17, 2014	DVC000271					WA
181.	HY-Bar, Materials from Stock Paid, dated November 25, 2014	DVC000272; DVC000273; DVC000275					WA
182.	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000274					WA
183.	HY-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000276					WA
184.	HY-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000277					WA
185.	HY-Bar, Invoice 5977, dated February 25, 2015	DVC000278					WA
186.	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000279					WA
187.	DVC Receipt for Hy-Bar, dated August 7, 2015	DVC000280					WA
188.	DVC Receipt for Hy-Bar, dated November 19, 2015	DVC000281; DVC000282					WA
189.	Macrotec Consulting, LLC, Microbial Investigation Report	DVC000283- DVC000305					WA
190.	Efficient Space Planning, Invoice No. 2081, dated November 24, 2014	DVC000306					WA
191.	Efficient Space Planning, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000307					WA
192.	Efficient Space Planning Material Supplies	DVC000308					WA
193.	DVC's Subcontract with Efficient Space Planning	DVC000309- DVC000319					WA
194.	Eagle Sentry, Service Invoice No.: 159141, dated October 21, 2014	DVC000320					WA
195.	Eagle Sentry, Materials Release, dated November 25, 2014	DVC000321					WA
196.	Eagle Sentry, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000322					WA
197.	Summit Tile & Stone, Invoice No.: 1314, dated July 28, 2015	DVC000323					WA
198.	Summit Tile & Stone, Approved Proposal, dated April 29, 2015	DVC000324- DVC000326					WA
199.	DVC Receipt for Perfect Picture TV Repair, dated August 18, 2014	DVC000327					WA
200.	Perfect Picture TV Repair, Lead Tech Worksheet, dated August 18, 2014	DVC000328					WA
201.	Perfect Picture TV Repair, Invoice, dated August 18, 2014	DVC000329- DVC000340					WA
202.	Precision Plumbing, Invoice No.: 39739, dated August 4, 2014	DVC000341					WA
203.	DVC A/R History Report, dated August 8, 2015	DVC000342					WA
204.	DVC Receipt for PS of Las Vegas, LLC, dated July 2, 2015	DVC000343	✓	✓		✓	WA

			Stip. Offered		Admitted	
205.	ProSource of Las Vegas, Estimate, dated May 14, 2015	DVC000344	✓	4/8/19	4/8/19	WA
206.	Silver State Insulation, Proposal No.: I3854, dated August 15, 2014	DVC000345				WA
207.	Email from Dustin Dreier to Diana Cerda, Re: Proposal, dated August 25, 2014	DVC000346				WA
208.	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000347				WA
209.	Sunrise Service, Inc., Invoice No.: A142549, dated September 26, 2014	DVC000348				WA
210.	Sunrise Service, Inc., Invoice No.: A142541, dated September 23, 2014	DVC000349				WA
211.	Sunrise Service, Inc., Invoice No.: A142545, dated September 24, 2014	DVC000350				WA
212.	Sunrise Mechanical, Inc., Proposal, dated August 21, 2014	DVC000351				WA
213.	Letter from Sunrise Mechanical, Inc., dated November 25, 2014	DVC000352				WA
214.	City of Henderson, Sunrise Mechanical, Inc.	DVC000353				WA
215.	City of Henderson, Sunrise Services, Inc.	DVC000354				WA
216.	DVC's Subcontract with Sunrise Service, Inc.	DVC000355- DVC000365				WA
217.	Sunrise Service, Inc., Billed Jobs and Estimates	DVC000366- DVC000374; DVC000376- DVC000378				WA
218.	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000375				WA
219.	DVC's Subcontract with Eazylift Elevators	DVC000379- DVC000387				WA
220.	DVC's Subcontract with Hy-Bar Windows and Doors	DVC000388- DVC000396				WA
221.	DVC's Subcontract with Summit Tile & Stone, LLC	DVC000397- DVC000407				WA
222.	Email from Daniel Merrit to Rachelle Elliston and Tina Dyba, Re: Countertops, dated May 13, 2015	DVC000408				WA
223.	Silver State Specialties, LLC, Proposal, dated July 22, 2015	DVC000409				WA
224.	West Coast Concrete, Inc., Bid Proposal and Contract, dated March 25, 2015	DVC000410				WA
225.	West Coast Concrete, Inc., Conditional Waiver and Release Upon Progress Payment, dated August 27, 2015	DVC000411				WA
226.	Wilshire Refrigeration & Appliance, Inc., Invoice No.: 135135, dated September 26, 2014	DVC000412- DVC000416				WA
227.	DVC Work Order Report, 2014-10-22-1809	DVC000417- DVC000484				WA
228.	DVC Inose Construction Schedule	DVC000485- DVC000486				WA
229.	Email from Daniel Merritt to Rachel Elliston and Diana Cerda, Re: Follow Up, dated December 4, 2014	DVC000487				WA
230.	ServePro File	DVC000488- DVC000490				WA
231.	Notice of Right to Lien	DVC000491- DVC000492				WA
232.	Fed Receipt	DVC000493				WA
233.	DVC Receipt, dated December 15, 2014	DVC000494				WA
234.	DVC Receipt for Perfect Picture TV Repair	DVC000495				WA
235.	Letter from SCA Design, LLC	DVC000496				WA
236.	City of Henderson, Request for Copies of Copyrighted Records, dated September 16, 2014	DVC000497				WA
237.	DVC Work Order Report, ROB'S-NEW	DVC000498- DVC000500				WA
238.	DVC Receipt for City of Henderson, dated September 26, 2014	DVC000501				WA
239.	DVC Work Order Report, INOSE-ROBSUPP	DVC000502- DVC000507	✓	✓	✓	WA

			Stip. Offered		Admitted	
240.	City of Henderson, Residential Building Incident Repair Permit	DVC000508-DVC000515	✓	4/8/19	4/8/19	WA
241.	City of Henderson, Permit Inspection History	DVC000516-DVC000518				WA
242.	City of Henderson, Building and Fire Safety	DVC000519-DVC000521				WA
243.	City of Henderson, Permit	DVC000522				WA
244.	DVC Employment Payroll and Timesheets for Robert Ramirez	DVC000523-DVC000572				WA
245.	DVC A/P Check History, dated October 29, 2014	DVC000573				WA
246.	DVC Receipts on Account, dated September 11, 2014	DVC000574				WA
247.	DVC Invoice No.: 63718, dated October 4, 2015	DVC000575				WA
248.	Check from IN-LO Properties, LLC, dated September 10, 2015	DVC000576				WA
249.	DVC Receipts on Account, dated July 8, 2015	DVC000577				WA
250.	DVC Invoice No.: 63444, dated October 16, 2015	DVC000578-DVC000579				WA
251.	DVC A/R Check History, dated March 18, 2015	DVC000580				WA
252.	DVC Invoice No.: 63066, dated November 7, 2014	DVC000581				WA
253.	DVC Invoice No.: 63067, dated October 8, 2014	DVC000582				WA
254.	Check from IN-LO Properties, LLC, dated October 22, 2014	DVC000583				WA
255.	DVC Receipts on Account, dated March 17, 2015	DVC000584				WA
256.	DVC Invoice No.: 63255, dated January 22, 2015	DVC000585				WA
257.	DVC Receipts on Account, dated January 20, 2015	DVC000586				WA
258.	DVC Invoice No.: 63255, dated January 8, 2015	DVC000587				WA
259.	DVC Receipts on Account, dated September 25, 2014	DVC000588				WA
260.	Check from IN-LO Properties, LLC, dated September 24, 2014	DVC000589				WA
261.	DVC Invoice No.: 63039, dated September 24, 2014	DVC000590				WA
262.	Preliminary Notice, dated May 21, 2015	DVC000591				WA
263.	DVC Employee Payroll Report	DVC000592				WA
264.	Letter from DVC to Unknown, dated October 14, 2015	DVC000593-DVC000594	✓	4/8/19	4/8/19	WA

# JOINT TRIAL EXHIBITS (BINDER 3)

## Plaintiff Exhibits 265-324

Exhibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
265.	DVC Invoice No.: 63052, dated October 2, 2014	DVC000595	✓	4/2/19		4/2/19	WA
266.	DVC Work Order Report, INOSE-FULL-BID3	DVC000596- DVC000673					WA
267.	Email from Brian Lynch to Diana Cerda, dated September 5, 2014	DVC000674- DVC000675					WA
268.	Email from Diana Cerda to Brian Lynch, dated August 20, 2014	DVC000676					WA
269.	Email from Daniel Merritt and Nelida Morey, Re: Additional Help with Inose, dated August 15, 2014	DVC000677					WA
270.	Email from Diana Cerda to Daniel Merritt, Re: Inose – Claim # 00514151370, dated October 2, 2014	DVC000678					WA
271.	Email from Daniel Merritt to Diana Cerda, Re: Site Inspection, dated September 16, 2014	DVC000679					WA
272.	Email chain between Robert Ramirez and Tina Dyba, Re: Hit List, dated May 12, 2015	DVC000680- DVC000683					WA
273.	Email from Tina Dyba to Daniel Merritt, Re: Slab Selection, dated June 4, 2015	DVC000684					WA
274.	Job and Billing Detail 4.25.2017	DVC000685- 706					WA
275.	Job Update for Inose Project 9.18.2014	DVC000707- DVC000709					WA
276.	Job Update for Inose Project 9.19.2014 with subcontractor Matrix	DVC000710- DVC000713					WA
277.	Job Update for Inose Project 9.22.2014 with subcontractor Matrix	DVC000714- DVC000719					WA
278.	Job Update for Inose Project 9.26.2014 with subcontractor Matrix	DVC000720- DVC000728					WA
279.	Job Update for Inose Project 10.30.2014 with subcontractor Matrix	DVC000729- DVC000738					WA
280.	Job Update for Inose Project 10.01.2014	DVC000739- DVC000747					WA
281.	Job Update for Inose Project 10.02.2014	DVC000748- DVC000756					WA
282.	Job Update for Inose Project 10.03.2014	DVC000757- DVC000766					WA
283.	Job Update for Inose Project 10.06.2014	DVC000767- DVC000777					WA
284.	Job Update for Inose Project 10.08.2014	DVC000778- DVC000789					WA
285.	Job Update for Inose Project 10.14.2014	DVC000790- DVC000803					WA
286.	Job Update for Inose Project 10.15.2014	DVC000804- DVC000817					WA
287.	Email from Daniel Merritt to Diana Cerda regarding forwarding updates to Brian Lynch	DVC000818- DVC000819					WA
288.	Job Update for Inose Project 10.16.2014	DVC000820- DVC000834					WA
289.	Job Update for Inose Project 10.20.2014	DVC000835- DVC000852					WA
290.	Job Update for Inose Project 10.21.2014	DVC000853- DVC000869	✓	✓		✓	WA

Stip. offered admitted

291.	Job Update for Inose Project 10.22.2014	DVC000870-DVC000886	✓	4/8/19		4/8/19	WA
292.	Job Update for Inose Project 10.27.2014	DVC000887-DVC000888					WA
293.	Job Update for Inose Project 10.30.2014	DVC000889-DVC000890					WA
294.	Job Update for Inose Project 11.06.2014	DVC000891-DVC000892					WA
295.	Job Update for Inose Project 11.05.2014	DVC000893-DVC000894					WA
296.	Inose Residence Action Item Schedule 11.07.2014	DVC000895-DVC000900					WA
297.	Job Update for Inose Project 11.07.2014	DVC000901-DVC000902					WA
298.	Job Update for Inose Project 11.11.2014	DVC000903-DVC000904					WA
299.	Email to Robert Ramirez from Will Roberts regarding Action Item List.	DVC000905					WA
300.	Inose Residence Action Item Schedule 11.12.2014	DVC000906-DVC000913					WA
301.	Job Update for Inose Project 11.17.2014	DVC000914-DVC000915					WA
302.	Inose Residence Action Item Schedule 11.18.2014	DVC000916-DVC000926					WA
303.	Inose Residence Action Item Schedule 11.18.2014 with Job Update for 11.18.2014	DVC000927-DVC000939					WA
304.	Job Update for Inose Project 11.19.2014	DVC000940-DVC000941					WA
305.	Job Update for Inose Project 11.21.2014	DVC000942-DVC000943					WA
306.	Job Update for Inose Project 11.25.2014	DVC000944-DVC000945					WA
307.	Job Update for Inose Project 12.01.2014	DVC000946-DVC000947					WA
308.	Inose Residence-Action Item Schedule 12.01.2014	DVC000948-DVC000957					WA
309.	Job Update for Inose Project 12.03.2014	DVC000958-DVC000959					WA
310.	Job Update for Inose Project 12.03.2014	DVC000960-DVC000961					WA
311.	Job Update for Inose Project 12.04.2014	DVC000962-DVC000963					WA
312.	Job Update for Inose Project 12.05.2014	DVC000964-DVC000965					WA
313.	Job Update for Inose Project 12.10.2014	DVC000966-DVC000967					WA
314.	Job Update for Inose Project 12.11.2014	DVC000968-DVC000969					WA
315.	Email From Mass Tile to DVC with Invoice 9.17.2014	DVC000970-DVC000971					WA
316.	Email from Luz Cruz of Republic Glass to DVC with waiver attached 11.10.2015	DVC000972-DVC000973					WA
317.	Email from Walker & Zanger, Inc to DVC regarding W-9 and business license with attachments 1.27.2015	DVC000974-DVC000978					WA
318.	Email Chain from Walker & Zanger, Inc. to DVC regarding glass samples. 9.21.2015	DVC000979-DVC000982					WA
319.	Email Chain between DVC and DSPI, Inc. with estimate attached. 09.19.2015	DVC000983-DVC000986					WA
320.	Fax From DVC to DSPI with contract documents	DVC000987-DVC001004	✓	✓		✓	WA

Stip. Offered Admitted

321.	Facsimile from Wilshire Refrigeration and Appliance, regarding 9.26.2015 service report on condition of appliances.	DVC001005-DVC001007	✓	4/8/19		4/8/19	WA
322.	Email from Lee's Heating and Cooling to DVC regarding refrigeration in Wine Cellar with estimate. 12.23.2014	DVC001008 DVC001010	↓	↓		↓	WA
323.	Email from Will Robert to Daniel Merritt regarding cost of Refrigeration Unit with attachment 12.23.2014	DVC001011-DVC001014	↓	↓		↓	WA
324.	Follow-up email from Will Robert to Daniel Merritt regarding Cost of Wine Cellar refrigeration 12.29.2014	DVC001015-DVC001018	✓	✓		✓	WA

# JOINT TRIAL EXHIBITS (BINDER 4)

## Plaintiff Exhibits 325 to 402

			Stip. Offered		Admitted	
325	Email from High Desert Landscaping with estimate 12.29.2014	DVC001019-DVC001020	✓	4/8/19	4/8/19	WA
326	Email Chain between Silver State Specialists and DVC regarding Mirror Installation 9.11.2015	DVC001021-DVC001023				WA
327	Email from Silver State Specialists to DVC regarding fireplace service with attachment	DVC001024-DVC001025				WA
328	Email from DVC to John Machin with invoice from Firehouse Electric 5.25.2015	DVC001026-DVC001027				WA
329	Email DVC regarding Desert Oasis Pool 7.22.2015	DVC001028				WA
330	Email Chain regarding Paint Samples from Sherwin-Williams 03.05.2015	DVC001029-DVC001030				WA
331	Email from Sherwin-Williams regarding paint order 3.25.2015	DVC001031-DVC001033				WA
332	Email from Custom Landau regarding proposal for glass rail with attachment 2.25.2015	DVC001034-DVC001035				WA
333	Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015	DVC001036-DVC001037				WA
334	Email from West Coast Concrete with Bid attached 02.18.2015	DVC001038-DVC001042				WA
335	Email from West Coast Concrete to DVC regarding bid 2.26.2015	DVC001043-DVC001048				WA
336	Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015	DVC001049-DVC001050				WA
337	Email from Sunrise Service to DVC with proposal for Inose residence attached 09.18.2014	DVC001051-DVC001056				WA
338	Email from DVC with contract documents sent to Sunrise Service Inc. 10.23.2014	DVC001057-DVC001070				WA
339	Email Chain between DVC and Sunrise Services regarding approval to close up walls. 12.22.2014	DVC001071-DVC001072				WA
340	Email from Will Roberts to Daniel Merritt regarding plumbing extras 12.24.2014	DVC001073-DVC001074				WA
341	Email from Sunrise Service to DVC regarding Plumbing Fixture. 2.03.2015	DVC001075-DVC001076				WA
342	Email from Sunrise Services to DVC regarding change in scope of work with attachment 10.08.2015	DVC001077-DVC001078				WA
343	Email from Sunrise Services to DVC regarding payment for 10.08.2015 proposal 10.13.2015	DVC001079-DVC001080				WA
344	Email from Eagle Sentry to DVC regarding Contract Documents 10.09.2014	DVC001081-DVC001099				WA
345	Email from Eagle Sentry to DVC regarding attached invoice, and business license. 11.25.2014	DVC001100-DVC001105				WA
346	Email from DVC to Eagle Sentry regarding Approval of proposal 11.25.2014	DVC001106-DVC001115				WA
347	Email from Eagle Sentry to DVC regarding installing TV's 09.10.2015	DVC001116				WA
348	Email from Eagle Sentry to DVC regarding Change Orders 10.21.2015	DVC001117-DVC001121				WA
349	Emails from Daniel Merritt to Diana Cerda regarding Electrical Plans and DHE. 09.16.2014	DVC001122-DVC001127				WA
350	Email from DVC to Desert Home Electric (DHE) regarding approved Proposal 10.09.2014	DVC001128-DVC001129				WA
351	Email from DVC to DHE regarding Change Order 10.16.2014	DVC001130	✓	✓	✓	WA



Ship. Offered

Admitted

352	Email from DVC to Robert Ramirez regarding Low Voltage testing completion 12.11.2014	DVC001131-DVC001132	✓	4/8/19		4/8/19	WA
353	Email from DVC to DHE regarding Electrical for Wine Cellar 12.30.2014	DVC001133-DVC001139					WA
354	Email Chain between DHE and DVC regarding payment 1.23.2015	DVC001140-DVC001141					WA
355	Email Chain between DHE and DVC regarding payment, with attachments 2.12.2015	DVC001142-DVC001143					WA
356	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001144-DVC001149					WA
357	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001150-DVC001154					WA
358	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001155-DVC001160					WA
359	Email from DVC to DHE regarding payment for Change Order, with attachment 7.09.2015	DVC001161-DVC001162					WA
360	Email Change from DHE to DVC regarding Job Site Meeting 07.17.2015	DVC001163					WA
361	Email Chain between DHE and DVC regarding Change Order requested by Rob. 10.06.2015	DVC001164					WA
362	Email Chain between DHE and DVC with attachment regarding Change Order requested by Rob. 10.06.2015	DVC001165-1167					WA
363	Email Chain between DHC and DVC regarding Change Orders and payment 10.20.2015	DVC001168-DVC001172					WA
364	Email from DHE to DVC regarding Three Purchase Order requests 10.13.2015.	DVC001173-DVC001178					WA
365	Email from DHE to DVC regarding Open Change Orders 10.21.2015	DVC001179-DVC001190					WA
366	Email from DHE to DVC regarding payment with Change Orders attached 11.04.2015	DVC001191-DVC001203					WA
367	Email from Robert Ramirez to DVC regarding Elevator repairs with invoice attached. 10.05.2015	DVC001204-DVC1207					WA
368	Email from Hybar to DVC regarding Inose Change Order 4.22.2015	DVC001208-DVC001209					WA
369	Email from Hybar to DVC regarding Invoice for Change Order 5.06.2015	DVC001210-DVC001211					WA
370	Email from Hybar to DVC regarding signed Change Order 7.09.2015	DVC001212-DVC001213					WA
371	Email from Eugene Inose to DVC regarding Driveway repair 3.27.2015	DVC001214					WA
372	Email from Eugene Inose to DVC regarding damages and invoice 5.04.2015	DVC001215-DVC001217					WA
373	Email follow up regarding damages and invoice 5.04.2015	DVC001218-DVC001219					WA
374	Email chain between DVC and Eugene Inose regarding material order 05.04.2015	DVC001220-DVC001221					WA
375	Email from Eugene Inose to DVC regarding update from DCV re Atresia Cabinets, ESP Planning, and Tuscany 05.07.2015	DVC001222-DVC001224					WA
376	Email from Eugene Inose to Robert Ramirez regarding perceived issues 05.09.2015	DVC001225-DVC001226					WA
377	Email from Eugene Inose to DVC; Tina Dyba regarding slab selection 7.29.2015	DVC001227-DVC001228					WA
378	Email from Eugene Inose to DVC; Summerlin tile and stone regarding slab placement with attachment 7.29.2015	DVC001229-DVC001237					WA
379	Email from Eugene Inose to Summerlin Tile and Stone; DVC; and Tina Dyba regarding slabs. 7.30.2015	DVC001238-DVC001240					WA
380	Email Chain between Eugene Inose and DVC items to be completed 09.03.2015	DVC001241-DVC001243	▽	▽		▽	WA

Stip. Offered

Admitted

381	Email from Eugene Inose to Desert Home Electric Punchlist items 09.10.2015	DVC001244	✓	4/8/19		4/8/19	WA
382	Email from Eugene Inose to DVC regarding damaged faucet. 10.09.2015	DVC001245					WA
383	Email from Eugene Inose to DVC regarding Electric Steamer 10.09.2015	DVC001246					WA
384	Email from Eugene Inose to DVC regarding faucet quote, Electric Steamer and Microwave. 10.12.2015	DVC001247-DVC001249					WA
385	Email change between DVC and Eugene Inose regarding status of project 10.13.2015	DVC001250-DVC001252					WA
386	Email Chain between DVC and Eugene Inose regarding outstanding contracts 10.13.2015	DVC001253-DVC001254					WA
387	Email from Eugene Inose to DVC regarding appliances 10.14.2015	DVC001255					WA
388	Email from Daniel Merritt to DVC; Rob Ramirez, regarding 12.11.2015 correspondence with Eugene Inose. 12.12.2014	DVC001256-DVC001258					WA
389	Email From Daniel Merritt to Diane Cerda regarding chandeliers with photo attached. 12.17.2014	DVC001259-DVC1261					WA
390	Email from Daniel Merritt to Brian Lynch regarding voltage testing and extension for Rob Ramirez 12.18.2014	DVC001262-DVC001263					WA
391	Email from Daniel Merritt to DVC regarding invoice corrections 01.15.2015	DVC001264					WA
392	Email from Daniel Merritt to DVC regarding change in Project Manager 02.10.2015	DVC001265					WA
393	Email from Daniel Merritt to Eugene Inose regarding driveway repair. 03.27.2015	DVC001266-DVC001267					WA
394	Email from Daniel Merritt to Eugene Inose regarding follow-up to driveway repair. 03.27.2015	DVC001268-DVC001269					WA
395	Email from Daniel Merritt to Robert Ramirez regarding flooring 05.06.2015	DVC001270					WA
396	Email from Daniel Merritt to Eugene Inose; Robert Ramirez; and DVC regarding Robert Ramirez's time and change order from Diva. 05.12.2015	DVC001271					WA
397	Email from Daniel Merritt to Dennis Zachary regarding follow-up of to do items. 05.15.2015	DVC001272					WA
398	Email from Daniel Merritt to Rachelle Elliston regarding to do's at Inose project. 07.14.2015	DVC001273					WA
399	Email from Daniel Merritt to Eugene Inose regarding grout 07.16.2016	DVC001274-DVC001276					WA
400	Email from Daniel Merritt to various subcontractors regarding Job Site meeting 7.16.2015	DVC001277					WA
401	Email from Daniel Merritt to Eugene Inose regarding change orders, upgrades, limits of insurance, with attachments. 08.25.2015	DVC001278-DVC001289					WA
402	Chain email between Daniel Merritt; Eagle Sentry; Robert Ramirez, regarding change orders. 10.05.2015	DVC001290-DVC001295	✓	✓		✓	WA

# JOINT TRIAL EXHIBITS (BINDER 5)

## Plaintiff's Exhibits 403 to 471

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
403	Email from Daniel Merritt to Rachelle Eliston regarding wallpaper. 10.13.2015	DVC001296	✓	4/8/19		4/8/19	WA
404.	Email from Daniel Merritt to Dennis Zachary regarding unpaid upgrades and opinion of future of project. 10.13.2015	DVC001297- DVC001299					WA
405.	Email from Daniel Merritt to Rob Ramirez; Eugene Inose and various subcontractors. 10.13.2015	DVC001300- DVC001302					WA
406.	Email from Diana Cerda to Various Subcontractors regarding Document requests 10.20.2014	DVC001303- DVC001304					WA
407.	Email from Will Robert to Robert Ramirez; DVC regarding light switches. 11.17.2014	DVC001305- DVC001318					WA
408.	Email from Will Robert to Robert Ramirez; DVC regarding action items 11.18.2014	DVC001319					WA
409.	Email chain between DVC and Robert Ramirez regarding damage caused by Sunrise 11.20.2014	DVC001320- DVC001322					WA
410.	Email from Will Robert to DVC regarding Light Fixtures 12.01.2014	DVC001323- DVC001325					WA
411.	Email from Will Robert to Rob Ramirez; DVC regarding Insulation and low voltage testing. 12.12.2014	DVC001326					WA
412.	Email from Will Robert to Robert Ramirez regarding Bathroom Policy 12.18.2014	DVC001327- DVC001329					WA
413.	Email from Will Robert to Jill Weiner; DVC regarding status of Inose residence. 12.18.2014	DVC001330					WA
414.	Home Depot Email Confirmation 7.29.2015	DVC001331- DVC001333					WA
415.	Email from Rachelle Elliston to self re job notes 08.26.2015	DVC001334					WA
416.	Email from Robert Ramirez to DVC regarding updates 9.19.2014	DVC001335					WA
417.	Email from Robert Ramirez to DVC regarding Inose update 9.22.2014	DVC001336					WA
418.	Email from Robert Ramirez to DVC regarding checks 10.02.2014	DVC001337					WA
419.	Email from Robert Ramirez to DVC regarding Inose Update 10.10.2014	DVC001338					WA
420.	Email from Robert Ramirez to DVC regarding DVC Application 10.21.2014	DVC001339- DVC001343					WA
421.	Email from Robert Ramirez to DVC regarding corrected time cards. 10.22.2014	DVC001344- DVC001354					WA
422.	Email from Robert Ramirez to DVC regarding hours. 10.23.2014	DVC001355- DVC001356					WA
423.	Email to Robert Ramirez to DVC regarding time card issues 10.29.2014.	DVC001357- DVC001370					WA
424.	Email from Robert Ramirez to DVC regarding signed subcontractor agreements. 11.05.2014	DVC001371- DVC001372					WA
425.	Email to Robert Ramirez to DVC regarding subcontracts 11.23.2014	DVC001373					WA
426.	Email from Robert Ramirez to DVC regarding Plumbing Fixture 01.26.2015	DVC001374- DVC001375					WA
427.	Email from Robert Ramirez to DVC regarding timesheets 3.04.2015	DVC001376- DVC001377					WA
428.	Email from Robert Ramirez to DVC regarding timesheets 2.26.2015	DVC001378- DVC001379					WA
429.	Email from Robert Ramirez to DVC regarding On-Site Meeting 03.05.2015	DVC001380					WA
430.	Email from Robert Ramirez to DVC regarding timesheets 3.19.2015	DVC001381- DVC001382	▽	▽		▽	WA

Stip. Offered Admitted

431.	Email from Robert Ramirez to DVC regarding Paint selection 03.27.2015	DVC001383	✓	4/8/19	4/8/19	WA
432.	Email from Robert Ramirez to DVC regarding Specifications for Electric Mirrors 04.21.2015	DVC001384-DVC001386				WA
433.	Email Chain between Robert Ramirez; DVC; Tina Dyba regarding insurance and mirror bathrooms. 04.29.2015	DVC001387-DVC001393				WA
434.	Email from Robert Ramirez to Tina Dyba regarding mirror measurements 4.29.2015	DVC001394-DVC001396				WA
435.	Email from Robert Ramirez to Tina Dyba; DVC regarding painters. 05.05.2015	DVC001397				WA
436.	Email from Robert Ramirez to DVC re Flooring Encounters estimate 05.06.2015	DVC001398-DVC001399				WA
437.	Email from Robert Ramirez to DVC re Time Card 05.13.2015	DVC001400-DVC001401				WA
438.	Email Chain between Robert Ramirez; DVC; Tina Dyba regarding gym colors. 05.19.2015	DVC001402-DVC001403				WA
439.	Email from Robert Ramirez to DVC re Time Card 05.28.2015	DVC001404-DVC001405				WA
440.	Email Chain between Eugene Inose; DVC; Robert Ramirez regarding elevator and other items at Inose Residence 09.03.2015	DVC001406-DVC001407				WA
441.	Email from Robert Ramirez to DVC; Eugene Inose regarding remaining to do's at Inose Residence 10.09.2015	DVC001408-DVC001410				WA
442.	Email from Diana DVC; Michael Darling re LWG Consulting 9.22.2014	DVC001411				WA
443.	Email from Diana Cerda to John Machin of JS Held regarding Inose Bids. 9.26.2014	DVC001412-DVC001439				WA
444.	Email from Diana Cerda to Brian Lynch; John Machin; and Robert Ramirez regarding Invoice. 10.02.2014	DVC001440-DVC001441				WA
445.	Email Chain between Diana Cerda; Nick Jannetto; Brian Lynch; regarding revised proposal 10.30.2014	DVC001442-DVC001444				WA
446.	Email from Diana Cerda; DVC; Nick Jannetto; Brian Lynch; regarding revising bids 11.11.2014	DVC001445-DVC001447				WA
447.	Email from Will Robert to Nick Jannetto regarding review of Bids. 11.17.2014	DVC001448-DVC001449				WA
448.	Email from Diana Cerda to Nick Jannetto regarding Sunrise 11.25.2014	DVC001450-DVC001452				WA
449.	Email from Diana Cerda to Brian Lynch regarding Sunrise with correspondence 11.25.2014	DVC001453-DVC001455				WA
450.	Email from Diana Cerda to Brian Lynch regarding revised bids. 11.25.2014	DVC001456-DVC001457				WA
451.	Email from Daniel Merritt to John Machin; Brian Lynch regarding salary for Robert Ramirez with attachment 11.25.2014	DVC001458-DVC001465				WA
452.	Email from Daniel Merritt to John Machin; Brian Lynch regarding supplement for Robert Ramirez. 11.25.2014	DVC001466-DVC001467				WA
453.	Email from Diana Cerda to Nick Jannetto; Brian Lynch; DVC regarding Chandeliers. 12.01.2014	DVC001468-DVC001473				WA
454.	Email Chain between DVC; Brian Lynch; regarding supplemental time for Robert Ramirez with invoice.	DVC001474-DVC001477				WA
455.	Email from Daniel Merritt to Brian Lynch; John Machin; regarding Final Bid 01.12.2015	DVC001478-DVC001556				WA
456.	Email from John Machin to Daniel Merritt regarding bid. 01.19.2015	DVC001557-DVC001559				WA
457.	Email from Diana Cerda to Rachelle Eliston regarding site meeting 02.26.2015	DVC001560				WA
458.	Email from Brian Lynch to Rachelle Eliston regarding site meeting. 03.04.2015	DVC001561				WA
459.	Email from John Machin to Rachelle Elison regarding site meeting 03.04.2015	DVC001562-DVC001563				WA
460.	Email from Brian Lynch to Rachelle Eliston regarding site meeting 03.05.2015	DVC001564-DVC001565	✓	✓	✓	WA

Stip. Offered Admitted

461.	Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015	DVC001566-DVC001567	✓	4/8/19		4/8/19	WA
462.	Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015	DVC001568-DVC001569					WA
463.	Email from Daniel Merritt to John Machin; Brian Lynch regarding revised bid. 04.15.2015	DVC001570-DVC001571					WA
464.	Email from Daniel Merritt to Brian Lynch regarding Driveway 04.15.2015	DVC001572					WA
465.	Email from Brian Lynch to Daniel Merritt regarding Driveway 04.15.2015	DVC001573-DVC001574					WA
466.	Email from Daniel Merritt to Brian Lynch regarding Tile Bid 04.30.2015	DVC001575-DVC001580					WA
467.	04.27.2015 Bid.	DVC001581-DVC001648					WA
468.	Email from Daniel Merritt to Monica Vaughn(Tuscany Collection) regarding flooring 02.09.2015	DVC001649					WA
469.	Email from Lori Barnett (Tuscany Collection) to DVC regarding Business License; W-9; Insurance; Sales Order. 2.10.2015	DVC001650-DVC001654					WA
470.	Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015	DVC001655-DVC001657					WA
471.	Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015	DVC001658-DVC001660	▽	▽		▽	WA

# JOINT TRIAL EXHIBITS (BINDER 6)

## Plaintiff's Exhibits 472 to 545

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
472.	Email from Robert Ramirez to DVC regarding flooring. 2.25.2015	DVC001661	✓	4/8/19		4/8/19	AS
473.	Email from Daniel Merritt to Eugene Inose; Robert Ramirez regarding tile change order. 04.30.2015	DVC001662					AS
474.	Email chain between Eugene Inose; DVC; and Tuscany Collection regarding changing tile order. 05.05.2015	DVC001663- DVC001664					AS
475.	Email chain between Tuscany Collection; DVC; Southgreen Transportation Inc.; Yvette Aguirre; regarding shipment of tiles and issues with U.S. Customs. 05.28.2015	DVC001665- DVC001690					AS
476.	Email from John Bowden with latest information regarding shipment.	DVC001691- DVC001694					AS
477.	Email from Daniel Merritt to Tuscany Collection requesting compensation as a result of delay. 05.29.2015	DVC001695- DVC001696					AS
478.	Email from Daniel Merritt to Tuscany Collection requesting update. 06.01.2015	DVC001697- DVC001698					AS
479.	Email from Tuscany Collection to Daniel Merritt with update. 06.01.2015	DVC001699- DVC001701					AS
480.	Email from Tuscany Collection to Daniel Merritt regarding second container; request for payment 06.02.2015	DVC001702- DVC001704					AS
481.	Email chain between Tuscany Collection and DVC regarding payment and additional slabs on order. 06.02.2015	DVC001705- DVC1709					AS
482.	Email from Tuscany Collection with revised invoice attached. 06.02.2015	DVC001710- DVC001715					AS
483.	Email from Tuscany Collection to DVC regarding payment. 06.08.2015	DVC001716- DVC001721					AS
484.	Email from Tuscany Collection to DVC regarding full payment for invoice 10775B 09.17.2015	DVC001722- DVC1724					AS
485.	Email from Troy Williams (Artesia) to DVC regarding meeting with Tina Dyba and Eugene Inose. 11.26.2014	DVC001725- DVC001726					AS
486.	Email from Artesia to DVC regarding invoice with attachment. 05.12.2015	DVC001727- DVC001732					AS
487.	Email from Daniel Merritt to Artesia regarding change orders and increase in cost. 05.17.2015	DVC001733- DVC001734					AS
488.	Email from Daniel Merritt to Artesia regarding approval for change order and payment. 06.12.2016	DVC001735					AS
489.	Email from Daniel Merritt to DVC regarding Artesia and coordination with DHE. 06.22.2015	DVC001736					AS
490.	Email from Artesia to DVC regarding updated invoices. 07.07.2015	DVC001737- DVC001744					AS
491.	Email from Artesia to DVC regarding updated Invoices follow-up. 07.07.2016	DVC001745- DVC001746					AS
492.	Email Chain between DVC: Eugene Inose; Artesia regarding proposal for theater cabinets; pool bath shelves, with invoice attached. 10.16.2015	DVC001747- DVC001752					AS
493.	Email from DVC to Artesia requesting all open change orders 10.20.2015	DVC001753- DVC001754					AS
494.	Email from Nick Jannetto to DVC regarding Efficient Space Planning's Invoice. 11.13.2014	DVC001755- DVC001757					AS
495.	Email from Efficient Space Planning regarding change order 07.09.2015	DVC001758- DVC001759					AS
496.	Email from Summit Tile to Eugene Inose regarding slab selections. 07.30.2015	DVC001760- DVC001768	✓	✓		✓	AS

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497.	Email from Summit Tile to DVC with invoice attached. 09.21.2015	DVC001769-DVC001770	✓	4/8/19		4/8/19	MB
498.	Email from Summit Tile to DVC with invoice included 06.16.2015	DVC001771-DVC001772					MB
499.	Email from Summit Tile to DVC with invoice 07.07.2015	DVC001773-DVC001774					MB
500.	Fax from Summit Tile to DVC with Invoice 09.21.2015	DVC001775-DVC001777					MB
501.	Email from Summit Tile to DVC with Invoice attached 11.20.2015	DVC001778-DVC001781					MB
502.	Email from Ryan Briggs (Arx) to DVC with repair recommendations for review. 09.23.2014	DVC001782-DVC001786					MB
503.	Email from Ryan Briggs to DVC with revision to repair recommendation. 09.24.2014	DVC001787-DVC001793					MB
504.	Email from DVC to John Machin regarding Arx Report; Electrical Plans. 09.26.2014.	DVC001794-DVC001808					MB
505.	Email from Arx to DVC regarding invoice. 10.02.2014	DVC001809-DVC001812					MB
506.	Email from Arx to DVC regarding invoice and bid. 10.02.2014	DVC001813-DVC001815					MB
507.	Email follow-up from Arx to DVC regarding invoice and bid. 10.02.2014	DVC001816-DVC001819					MB
508.	Email from Arx to DVC regarding final payment waiver and release. 10.16.2014.	DVC001820-DVC001824					MB
509.	Email Chain between Diva Concepts; DVC; Eugene Inose; Robert Ramirez regarding subcontractor agreements. 11.05.2014	DVC001825					MB
510.	Email from Will Roberts to Tina Dyba (Diva Concepts) regarding budget. 11.17.2014	DVC001826					MB
511.	Email from Milene Koblasa at Ferguson regarding Price Quote. 02.23.2015	DVC001827-DVC001832					MB
512.	Email from Daniel Merritt to Tina Dyba regarding Inose meeting. 03.05.2015	DVC001833-DVC001834					MB
513.	Email from Milene Koblasa with revised Price Quote. 03.05.2015	DVC001835-DVC001837					MB
514.	Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez; Milene Koblasa; regarding quote for plumbing fixtures. 03.09.2015	DVC001838-DVC001840					MB
515.	Email from Tina Dyba to Eugene Inose regarding correction to Price Quote. 03.09.2015	DVC001841-DVC001843					MB
516.	Email from Milene Koblasa to DVC regarding updated Price Quote 03.09.2015	DVC001844-DVC001845					MB
517.	Email from Tina Dyba to Robert Ramirez regarding ordering valves 03.09.2015	DVC001846-DVC001847					MB
518.	Email from Tina Dyba to DVC regarding Action Items and trip to Los Angeles. 03.09.2015	DVC001848-DVC001857					MB
519.	Email from Daniel Merritt to Tina Dyba regarding fabric estimates 03.16.2015	DVC001858-DVC001859					MB
520.	Email from Daniel Merritt to Tina Dyba regarding Contact information for Enservio 03.16.2015	DVC001860-DVC001861					MB
521.	Email Chain between DVC and Tina Dyba regarding Fabric Estimate with attachment. 03.16.2015	DVC001862-DVC001865					MB
522.	Email from Tina Dyba to DVC regarding light fixtures 03.26.2015	DVC001866					MB
523.	Email from DVC to Tina Dyba; Eugene Inose regarding fabric swath and insurance approval. 04.16.2015	DVC001867					MB
524.	Email from Tina Dyba regarding tile layout and color board. 04.21.2015	DVC001868-DVC001904					MB
525.	Email from Tina Dyba to Milene Koblasa regarding Electric Mirrors. 04.22.2015	DVC001905-DVC001909					MB
526.	Email from Tina Dyba to Daniel Merritt regarding custom mirrors 4.23.2015	DVC001910-DVC001915	✓	4/8/19		4/8/19	MB

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527.	Email from Tina Dyba to Rachelle Elliston regarding Inose Fabric Invoice. 04.23.2016	DVC001916-DVC001917	✓	4/8/19		4/8/19	BS
528.	Email from Tina Dyba to Rachelle Elliston regarding invoice corrections 04.24.2015.	DVC001918-DVC001920					BS
529.	Email from Tina Dyba to Rachelle Elliston with additional invoice. 04.24.2015	DVC001921-DVC001922					BS
530.	Email from Daniel Merritt to Rachelle Elliston; Tina Dyba regarding Change Order, insurance approval, and travel expenses. 05.12.2015	DVC001923-DVC001924					BS
531.	Email from Milene Koblasa to Robert Ramirez regarding Faucet selection 05.15.2015	DVC001925-DVC001930					BS
532.	Email from Tina Dyba to Robert Ramirez regarding Wall Covering 05.18.2015	DVC001931					BS
533.	Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez regarding slab countertops. 06.04.2015	DVC001932-DVC001939					BS
534.	Email from Daniel Merritt to Tina Dyba; Rachelle Elliston; Robert Ramirez regarding tile installation. 06.04.2015	DVC001940-DVC001942					BS
535.	Email from Tina Dyba to Daniel Merritt regarding Bidet for Master Bathroom. 06.25.2015	DVC001943-DVC001945					BS
536.	Email from Tina Dyba to Daniel Merritt regarding wall covering 06.29.2015	DVC001946					BS
537.	Email from Tina Dyba to Daniel Merritt regarding Invoices with attachment 7.07.2015	DVC001947-DVC001951					BS
538.	Email from Tina Dyba to DVC regarding account balance. 07.13.2015	DVC001952-DVC001953					BS
539.	Email from Daniel Merritt to DVC regarding Statement for Diva Interior Concepts 07.13.2015	DVC001954-DVC001955					BS
540.	Email Chain between DVC and Ferguson regarding payment 07.14.2015	DVC001956-DVC001958					BS
541.	Email from Milene Koblasa and DVC regarding receipt of payment 07.20.2015	DVC001959-DVC001960					BS
542.	Email from Melisa Wyatt (Ferguson) to DVC with credit card receipt. 07.22.2015	DVC001961-DVC001963					BS
543.	Email from Tina Dyba to DVC regarding Mirror Specifications 08.05.2015	DVC001964-DVC001968					BS
544.	Email from Milene Koblasa to Rachelle Elliston regarding faucet order. 09.08.2015	DVC001969					BS
545.	Email from Tina Dyba to Rachelle Elliston regarding Inose site meeting. 10.13.2015	DVC001970-DVC001971	▽	▽		▽	BS



# JOINT TRIAL EXHIBITS (BINDER 7)

## Plaintiff's Exhibits 546-554

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
546.	Photos taken by ServePro of Henderson-Date Unknown	DVC001972- DVC002017	✓	4/8/19		4/8/19	PG
547.	Photos taken by ServePro of Henderson-Date Unknown	DVC002018- DVC002067	↓	↓		↓	PG
548.	Photos taken by ServePro of Henderson-Date Unknown	DVC002068- DVC002093	↓	↓		↓	PG
549.	Photos taken by ServePro of Henderson showing water damage-Date Unknown	DVC002094- DVC002128	↓	↓		↓	PG
550.	Photos taken by ServePro of Henderson Date Unknown	DVC002129- DVC002139	↓	↓		↓	PG
551.	Photos taken by ServePro of Henderson Date Unknown	DVC002140- DVC002257	↓	↓		↓	PG
552.	Photos taken by Desert Valley Contracting 08/14/2014	DVC002285- DVC002329	↓	↓		↓	PG
553.	Photos taken by Desert Valley Contracting-water damage. Date Unknown	DVC002330- DVC002399	↓	↓		↓	PG
554.	Photos taken by Desert Valley Contracting. Wine Room. Date Unknown.	DVC002400- DVC002407	↓	↓		↓	PG

**JOINT TRIAL EXHIBITS (BINDER 8)**

## Defendants Exhibits 555 to 600

Exhibit No.	Description	Bates Number	STP	Date Offered	OBJ	Date Admitted
555.	October 15, 2015 letter from IN-LO Parties' Counsel to Plaintiff/Counter-Defendant Desert Valley Contracting Inc.'s Counsel	IN-LO00001-00003	✓	4/8/19		4/8/19
556.	November 12, 2015 letter from Desert Valley's counsel to IN-LO Parties' counsel	IN-LO00004-00007				
557.	November 18, 2015 letter from IN-LO Parties' counsel to Desert Valley's counsel	IN-LO00008-00011				
558.	December 4, 2015 letter from IN-LO Parties' counsel to Desert Valley's counsel	IN-LO00012-00013				
559.	December 8, 2015 letter from IN-LO Parties' counsel to Desert Valley's counsel	IN-LO00014-00021				
560.	Contract between Inose and Desert Valley	IN-LO00022-00023				
561.	City of Henderson Outline Printout regarding C&O for Property	IN-LO00024				
562.	Unconditional Waiver and Release on Progress Payment dated July 2, 2015	IN-LO00025				
563.	Various Unconditional and Conditional Waivers and Releases Upon Final Payments	IN-LO00026-00031				
564.	Progress Payments Made by Inose to Desert Valley	IN-LO00032-00036				
565.	Email correspondence between Inose and Eagle Sentry dated November 16, 2015 re: change orders, with attachments of change orders – Parts redacted for Attorney-Client Privilege	IN-LO00037-00043				
566.	Invoices from Desert Home Electric	IN-LO00044-0058				
567.	Letter from Desert Valley to subcontractors on the House dated November 16, 2015	IN-LO00059				
568.	Email correspondences between Inose and Desert Valley dated November 23 and 24, 2015 re: Inose Numbers p Parts Redacted for Attorney-Client Privilege	IN-LO00060-00066				
569.	Email correspondence between Inose and Desert Valley dated August 25, 2015 re: Change order (not including material for bathroom walls) – Parts Redacted for Attorney-Client Privilege	IN-LO00067-00069				
570.	Email correspondences between Desert Valley and Tina Dyba dated May 13, 2015 re: Countertops	IN-LO00070				
571.	Email correspondence between Inose and Brian Lynch dated June 19, 2015 re: Claim Number 00314151370, with attachments – Parts Redacted for Attorney-Client Privilege	IN-LO00071-00156				
572.	Desert Valley – Preliminary Repair Estimate and Scope of Work for Damages	IN-LO00157-00164				
573.	Documents Regarding Artesia	IN-LO00165-00195				
574.	Documents Regarding ARX Engineering	IN-LO00196-00198				

Ship. Offered

Admitted

575.	Documents Regarding Custom Landau	IN- LO00199- 00202	✓	4/8/19		4/8/19	MS
576.	Documents Regarding Desert Home Electric	IN- LO00203- 00277					MS
577.	Documents Regarding Diva Interior Concepts, LLC	IN- LO00278- 00283					MS
578.	Documents Regarding Diversified Protection Systems, Inc.	IN- LO00284- 00311					MS
579.	Documents Regarding Eagle Sentry	IN- LO00312- 00346					MS
580.	Documents Regarding Easy Lift Elevators	IN- LO00347- 00360					MS
581.	Documents Regarding Hy-Bar Windows and Doors	IN- LO00361- 00388					MS
582.	Documents Regarding ProSource	IN-LO 00389- 00390					MS
583.	Documents Regarding Summit Tile and Stone, LLC	IN- LO00391- 00406					MS
584.	Documents Regarding Sunrise Service, Inc.	IN- LO00407- 00418					MS
585.	Payments to Desert Valley regarding the subject property - Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00419- 00425					MS
586.	Payments to Summit Tile & Stone regarding the subject property - Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00426- 00429					MS
587.	Payments to Hybar regarding the subject property - Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00430- 00431					MS
588.	Payments to Artesia regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00432- 00434					MS
589.	Payments to Desert Home Electric regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00435- 00438					MS
590.	Payment to ESP regarding the subject property-Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00439					MS
591.	Payment to Custom Landau regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00440					MS
592.	Payment to West Coast Concrete regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00441					MS
593.	Payment to Eagle Sentry regarding the subject property-Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00442					MS
594.	Payment to Furniture Medic regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00443					MS
595.	Payments to Sunrise Service Regarding the subject property Confidential Account Numbers were Redacted from these Disclosures	IN- LO00444- 00445					MS
596.	Email Communication dated August 8, 2014 regarding Condo Option #2	IN- LO00446 -- 00450					MS
597.	Email communication dated August 22, 2014 regarding Additional Demo Plan	IN- LO00451 -- 00466	▽	▽		▽	MS

Ship. Offered      Admitted

598.	Email communication dated September 15, 2014 regarding Art Restoration	IN- LO00467 - 00468	✓	4/8/19		4/8/19	RS
599.	Email communication dated March 13, 2015 regarding catching up & receipt of paperwork	IN- LO00469 - 00471	↓	↓		↓	RS
600.	Email communication dated August 19, 2014 regarding check to ServPro for \$20,00	IN- LO00472 -- 00483	↓	↓		↓	RS

**JOINT TRIAL EXHIBITS (BINDER 9)**

**Defendants Exhibits 601 to 634**

Ex hib it No.	Description	Bates Number	STP	Date Offered	OBJ	Date Admitted
601.	Email communication dated June 19, 2015 regarding Claim number	IN- LO00484 - 00571	✓	4/8/19		4/8/19
602.	Email communication dated October 15, 2014 regarding Claim number 00514151370	IN- LO00572 - 00625				
603.	Email communication dated September 27, 2014 regarding Claim Number 00514151370 Mactotech Reinspection Report	IN- LO00626 - 00629				
604.	Email communicated dated September 2, 2014 regarding claim Number 00514151370 Plumbing Supply Lines and Leak Detection System	IN- LO00630 - 00631				
605.	Email communication dated January 9, 2015 regarding Claim Number 00514151370 Update	IN- LO00632 - 00639				
606.	Email communication dated November 8, 2014 regarding Claim Number 00514151370	IN- LO00640 - 00642				
607.	Email communication dated April 21, 2015 regarding Contents Package Inose Project Response 2	IN- LO00643 - 00649				
608.	Email communication dated October 22, 2014 regarding Desert Valley progress payment	IN- LO00650 - 00653				
609.	Email communication dated April 29, 2015 regarding Follow up on contests with Inservio	IN- LO00654 - 00655				
610.	Email communication dated February 11, 2015 regarding Formal Dining room receipt	IN- LO00656 - 00661				
611.	Email communication dated October 7, 2014 regarding Forwarding over the protocol for the Inose residence	IN- LO00662 - 00668				
612.	Email communication dated June 4, 2014 regarding Inose - Post Remediation Verification	IN- LO00669 - 00693				
613.	Email communication dated September 27, 2014 regarding Inose Update	IN- LO00694 - 697				
614.	Email communication dated September 22, 2014 regarding Inose updates	IN- LO00698 - 704				
615.	Email communications dated May 5, 2015 regarding Tile Bid	IN- LO00705 - 00707				
616.	Email communications dated May 4, 2015 regarding Inose Update	IN- LO00708 - 00710				
617.	Email communications dated May 11, 2015 regarding Meeting at Property	IN- LO00711 - 00716				
618.	Email communications dated May 12, 2015 regarding Rob Ramirez time	IN- LO00717 - 00718				
619.	Email communicated dated September 17, 2014 regarding Saint Croix water bill	IN- LO00719 - 00721	✓	✓		✓

Stip. Offered Admitted

620.	Email communication dated September 17, 2014 regarding updated	IN- LO00722 - 00726	✓	4/8/19		4/8/19	h3
621.	Documents related to Artestia	IN- LO00727 - 00744					h3
622.	Agreement dated December 14, 2015 between INLO Properties and Chad Forbush	IN- LO00745 - 00748					h3
623.	Documents related to Desert Home Electric	IN- LO00749 - 00772					h3
624.	Documents related to Eagle Sentry	IN- LO00773 - 00797					h3
625.	Insurance related documents	IN- LO00798 - 00800					h3
626.	Invoices related to Green Clean	IN- LO00801 - 00803					h3
627.	Hy Bar Windows and Doors	IN- LO00804 - 00818					h3
628.	Firemans Fund documents	IN- LO00819 - 00827					h3
629.	Documents related to Jeff Gallegos	IN- LO00828 - 00831					h3
630.	Invoices related to Summit Tile & Stone	IN- LO00832 - 00850					h3
631.	Invoices related to Sunrise Services	IN- LO00851 - 00859					h3
632.	Payments to Sunrise Service regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00860- 00861					h3
633.	Credit Card Payments to Various Subcontractors and Suppliers regarding the subject property-Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00862- 00869					h3
634.	Check Payments to Various Subcontractors and Suppliers regarding the subject property-Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00870- 00898	✓	✓		✓	h3



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

**CARRIE E. HURTIK, ESQ.**  
**6767 W. TROPICANA AVE., #200**  
**LAS VEGAS, NV 89103**

**DATE: October 2, 2019**  
**CASE: A-16-734351-C**

**RE CASE:** DESERT VALLEY CONTRACTING, INC. vs. IN-LO PROPERTIES; EUGENE INOSE

NOTICE OF APPEAL FILED: September 30, 2019

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

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

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

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

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

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

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

# Certification of Copy

State of Nevada }  
County of Clark } SS:

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

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; DEFENDANT IN-LO PROPERTIES AND DEFENDANT/COUNTERCLAIMANT EUGENE INOSE'S FINDINGS OF FACT AND CONCLUSIONS OF LAW; NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

DESERT VALLEY CONTRACTING, INC.,

Plaintiff(s),

vs.

IN-LO PROPERTIES; EUGENE INOSE,

Defendant(s),

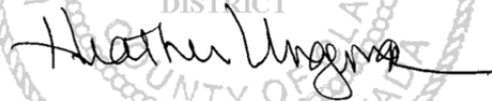
Case No: A-16-734351-C

Dept No: XV

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 2 day of October 2019.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk