

IN THE SUPREME COURT OF THE STATE OF NEVADA

DESERT VALLEY CONTRACTING,
INC., a Nevada corporation,

Appellant,

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,

Respondents.

Case No.: 79751

District Court No. A-16-734351-C

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APPEAL

From the Eighth Judicial District Court,
The Honorable Joe Hardy Presiding

RESPONDENT'S ANSWERING BRIEF

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NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a) and must be disclosed. These representations are made in order that the Justices of the Court may evaluate possible disqualification or recusal.

1. Respondent In-Lo Properties is not a publicly owned entity, and no publicly-held company holds any ownership interest thereof.
2. Attorneys from the law firm of Holley Driggs have appeared for Respondent in this appeal, and in the proceedings in the district court.

Dated this 17th day of July 2020.

HOLLEY DRIGGS

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ROUTING STATEMENT

Desert Valley contends that this case is presumptively routed to the Court of Appeals pursuant to NRAP 17(b)(5), which directs “[a]ppeals from a judgment, exclusive of interest, attorney fees, and costs, of \$250,000 or less in a tort case” to the Court of Appeals. NRAP 17(b)(5) (emphasis added). However, as the district court matter was not a case sounding in tort, but rather a contract dispute, NRAP 17(b)(5) is not instructive.

Instead, NRAP 17(b)(6) is informative, directing “[c]ases involving a contract dispute where the amount in controversy is less than \$75,000” to the Court of Appeals. NRAP 17(b)(6) (emphasis added). Here, the parties were engaged in a contract dispute where the amount in controversy was *more* than \$75,000, and therefore this matter is impliedly routed to the Supreme Court pursuant to NRAP 17(b)(6). *See* Appellant’s Opening Brief at 21 (“For the foregoing reasons, the judgment of the District Court should be reversed and remanded . . . and [Desert Valley] should be awarded . . . (\$89,197.58) in damages . . .”).

I. STATEMENT OF THE ISSUES PRESENTED FOR REVIEW

Inose paid Desert Valley a total of \$1,125,734.89 to renovate a custom home that had been damaged by a flood. Because Desert Valley's construction costs amounted to only \$1,012,451.08, and because Desert Valley could not demonstrate that it was entitled to any additional sums under its contract with Inose, the district court held that Desert Valley failed to show by a preponderance of the evidence that it had sustained any damages—an essential element of its claims. Therefore, following a bench trial, the district court ruled in favor of Inose on Desert Valley's claims. Did the district court err?

II. STATEMENT OF THE CASE

The underlying district court proceedings from which this appeal is made was a straightforward action for breach of contract (and related equitable claims). Inose hired Appellant Desert Valley to renovate his home following a flood that left the residence uninhabitable. Throughout the project, Desert Valley worked with Inose's insurance company, Firemans' Fund, to confirm the amount of insurance proceeds that would be necessary to complete the work. However, as was demonstrated at trial, Desert Valley unilaterally approved change orders to the scope of work without Inose's authorization—and without informing Fireman's Fund of the increased costs—in breach of the contract. Desert Valley also materially breached the contract in a number of other ways, which Inose proved at trial.

Thereafter, when Inose refused to pay the balance of Desert Valley's inflated costs, Desert Valley instructed all of the subcontractors to stop work on the property. To have the work completed and to avoid having liens placed on his property, Inose hired the subcontractors directly to complete the work, ultimately paying them \$256,481.46 out of his own pocket. Despite Desert Valley's breaches, and despite the fact that Inose paid Desert Valley more than its impermissibly-inflated costs, Desert Valley initiated suit against Inose in the Eighth Judicial District Court on March 31, 2016 to recover the "profits" it believed it was entitled

to recover from Inose. In response, Inose filed its Answer and Counterclaims against Desert Valley on June 7, 2016, to recover the additional sums he was forced to pay directly to the subcontractors to complete the work on his home.

Critically, both leading up to and throughout the litigation, Desert Valley *never* provided Inose with a computation of its purported damages—because it did not sustain any. Moreover, when Desert Valley did represent its damages in response to Inose’s interrogatories and in its pretrial brief, such damages figures varied considerably. Desert Valley’s failure to provide a concrete representation of its damages was revealed at trial to have been caused by Desert Valley’s own failure to properly document its changes to the scope of work.

Following an unsuccessful settlement conference held on November 29, 2017, the parties proceeded to a seven-day bench trial that commenced on April 8, 2019 and continued on the following non-consecutive dates: April 9–11, 2019, and June 19–21, 2019. Following the bench trial, the district court entered its findings of fact and conclusions of law on September 3, 2019. The district court ruled in favor of Inose on Desert Valley’s claims, and in favor of Desert Valley on Inose’s counterclaims, holding that neither party had been able to establish its damages with any level of certainty, given Desert Valley’s failure to properly document authorized changes to the scope of work throughout the project.

Thereafter, on September 20, 2019, Inose moved for attorneys’ fees and

costs pursuant to a generous offer of judgment that Inose made to Desert Valley in May 2017, which Desert Valley rejected. The district court granted Inose’s motion for attorneys’ fees and costs on February 6, 2020. Desert Valley now appeals the district court’s findings of fact and conclusions of law, but does not challenge the district court’s award of attorneys’ fees and costs to Inose.

III. STATEMENT OF THE FACTS

a. Inose hired Desert Valley to repair water damage to Inose’s residential property

Inose¹ is the principal of In-Lo² (hereinafter collectively referred to as “Inose”), which owns the residential real property located at 587 St. Croix Street, Henderson, Nevada 89012 (the “Property”). VII APP 1162³. On or about August 2, 2014, the Property was flooded and damaged to the extent that Inose was unable to reside at the Property. *Id.* The damage was covered by Inose’s insurance policy through Fireman’s Fund Insurance Company (“Fireman’s Fund”). VII APP 1163. Inose retained Desert Valley⁴ to be the general contractor in the restoration of the Property (the “Project”). *Id.* at 1162–63.

Per the trial testimony of both Desert Valley’s owner (Dennis Zachary) and

¹ Defendant-Appellant Eugene Inose.

² Appellant In-Lo Properties.

³ Citations to Desert Valley’s Appendix will be formatted as “*Volume No. APP Bates Number*”.

⁴ Plaintiff-Appellee Desert Valley Contracting, Inc.

the lead estimator on the Project (Daniel Merritt), the Work Authorization and Contract to Perform Scope of Work (the “Contract”) between Desert Valley and Inose was prepared by Desert Valley and is a form contract utilized by Desert Valley when it performs insurance work. *Id.* at 1163. It was established at trial that the Contract was to be performed on a “10 and 10” basis, meaning that Desert Valley’s job costs would have *built into* its total an additional ten percent (10%) to account for Desert Valley’s overhead and another ten percent (10%) to account for Desert Valley’s profit when it provided its estimate to Fireman’s Fund. *Id.*

The Contract further provides, in pertinent part, as follows:

Should Client terminate the Contractor after work has begun, but not completed in full, the Client shall be responsible for any and all fees 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.⁵

Id. (citing Trial Exhibit 560, the Contract).

Per Merritt’s trial testimony, he spent a minimum of one week assessing the damage and coordinating with subcontractors and Fireman’s Fund, from which he produced an estimated job cost. *Id.* Desert Valley also began overseeing the project and engaging subcontractors to perform work on the Property. *Id.* Throughout the

⁵ Desert Valley asserts at multiple points throughout its Opening Brief that the Contract states that “INOSE is responsible for any fees and costs plus the profit DVC [*i.e.*, Desert Valley] would have made had INOSE not repudiated the Contract.” Appellant’s Opening Brief at 6. *See also id.* at 13. This is false, and an attempt to convince the Court that the Contract reads the way Desert Valley interprets it.

Project, Merritt was Inose's and the subcontractors' primary point of contact with Desert Valley. *Id.* at 1163–64.

b. Desert Valley prepared an initial bid, but then unilaterally approved cost over-runs and changes to the scope of work

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 (the "November Bid"). *Id.* at 1164. The November Bid includes a line item total job cost of \$1,035,605.74, plus ten percent (10%) overhead in the amount of \$103,561.15, plus ten percent (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.* (citing Trial Exhibit 266 at DVC000662).

Merritt testified at trial that there were many frivolous cost overruns on the Project; *e.g.*, an over-order of approximately eight (8) pallets of unused tile, the cost of repainting walls that were damaged during the cutting of the tiles, and items that went missing from the Project, such as a television and several Lutron switches. *Id.* at 1165. Additionally, delivery of marble flooring was delayed for several months due to customs issues and a dock workers' strike in Los Angeles, California, causing further increased costs. *Id.* (citing Trial Exhibit 475).

Despite the various cost over-runs, Desert Valley had consistently represented to Inose that Desert Valley could offset the costs of certain changes in the scope of work 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. *Id.* at 1165. 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. *Id.*

c. Desert Valley consistently failed to obtain written and signed change orders by Inose, as required by the Contract

The Contract 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.” *Id.* at 1165 (citing Trial Exhibit 560, the Contract); *Id.* at 1137–38. At trial, Zachary and each of the subcontractors testified that it is the industry standard that all change orders should be in writing, and that subcontractors would not expect to be paid for any additional work performed outside the scope of their bids unless the additional work was approved through a written, approved, and signed change order. *Id.* at 1165–66.

Zachary further testified that, without a written and signed change order, Desert Valley would not be obligated to pay subcontractors for changes to their scope of work. *Id.* at 1166. Moreover, without a written and signed change order, Desert Valley could not obligate Inose to pay for any changes to *Desert Valley’s* scope of work. *Id.* Despite Zachary’s testimony that written and signed change orders were necessary to alter the scope of work on the Project, Zachary and

Merritt confirmed at trial that Desert Valley did not obtain Inose's approval or signature on any change orders throughout the course of the Project. *Id.*

However, each of the subcontractors confirmed that they had change orders on the Project which had been provided to and approved by *Desert Valley* prior to July 3, 2015⁶, the majority of which had been approved and/or signed by Merritt. *Id.* Notably, Desert Valley did not present any change orders at trial that were approved or signed by Inose. *Id.* Moreover, Desert Valley failed to present as evidence any written communications from Desert Valley to Inose prior to October 2015 indicating the existence of change orders on the Project. *Id.*

d. The Fireman's Fund insurance claim was closed out at the amount represented by Desert Valley as the total cost of the Project

Regarding the insurance claim, 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." *Id.* at 1167. 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. *Id.* Indeed, on June 5, 2015, Merritt confirmed with Fireman's

⁶ This date is significant, as Desert Valley would later represent in a Waiver and Release form that there were "No change orders as of 07/03/2015." *Id.* at 1168 (citing Trial Exhibit 562, Unconditional Waiver and Release on Progress Payment). *See also infra.*

Fund that Desert Valley would be able to complete the Project for a total amount of \$1,321,133.12⁷, with “no needed change orders, and no more change orders from all of the subcontractors which had submitted their bids.” *Id.* (citing Trial Exhibit 571 at IN-LO00074). Notably, the estimate sent to Fireman’s Fund by Merritt (titled “Final Bid” with a completed date of April 27, 2015) includes work that was never completed by Desert Valley prior to the eventual termination of the Contract, such as the costly sauna bath removal. *Id.*

Because Merritt represented to Fireman’s Fund that the house would be completed with no needed change orders for \$1,321,133.12, Inose relied on this representation (and further discussions with Merritt) in closing out the insurance claim for this amount. *Id.* at 1169. This amount was confirmed in a signed Desert Valley invoice dated September 4, 2015. *Id.* at 1170. Desert Valley presented no evidence at trial that it objected to Inose’s having closed the insurance claim prior to October 2015 (months after the claim was closed). *Id.* at 1168.

Inose and Merritt testified that on or about July 3, 2015, Desert Valley provided to Inose a waiver and release (the “Waiver”) which included a notation signed by Merritt indicating “No change orders as of 07/03/2015.” *Id.* at 1168.

⁷ This figure was amended slightly in a June 19, 2015, email from Fireman’s Fund to Inose, which represented that Desert Valley had forwarded a “final estimate” of \$1,320,429.28. *Id.* at 1167 (citing Trial Exhibit 571 at IN-LO00071). The email again confirms that Desert Valley had represented that “no further billing exists beyond” the final estimate. *Id.*

(citing Trial Exhibit 562, the Waiver). The Waiver was also signed by Rachelle Elliston, Desert Valley's operations manager, and includes a handwritten notation stating "Total Contract to Complete House \$1,321,331.27⁸." *Id.* 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.

Id. at 1168.

e. After the insurance claim was closed, Desert Valley revealed a massive change order not previously authorized by Inose

Thereafter, due to mounting disagreements regarding the total Project costs (caused by Desert Valley's unilaterally approving various change orders), on November 16, 2015, Desert Valley sent a letter to all subcontractors working on the Project directing them to cease work on the Property. *Id.* (citing Trial Exhibit 567, Letter dated November 16, 2015). Then, on November 23, 2015, Merritt 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. *Id.* (citing Trial Exhibit 568, November 23, 2015 Email). Merritt forwarded this

⁸ This figure represents yet another slight alteration to the total amount, again without any corresponding change orders to justify the amendment.

summary to Inose the following day, which asserted a difference of approximately \$125,763.26 between the estimated and actual costs to complete the Project. *Id.* at 1168. The list delineates between the estimated and final costs of completion but does not specify what amounts are accounted for through written, approved, and signed change orders and what amounts are not. *Id.* at 1169 (citing Trial Exhibit 568, November 23, 2015 Email).

Merritt testified that, although he had been receiving and approving change orders throughout the course of the Project, and notwithstanding that Desert Valley had indicated to Inose in writing in July 2015 that there were no change orders and again in September 2015 that the cost to complete the house was \$1,321,331.27, Merritt always intended to prepare and submit one large master change order to Inose toward the end of the Project. *Id.* at 1169. However, no evidence was presented at trial of any written communications to Inose indicating Desert Valley's intent to compile and submit a large, master change order at the end of the Project. *Id.*

f. Inose's refusal to pay the unauthorized change order led to Desert Valley's stopping work on the Project, thereby forcing Inose to deal with and pay subcontractors directly

Because Desert Valley instructed all subcontractors to stop working on the Property, Inose terminated the Contract with Desert Valley on December 8, 2015, prior to a substantial portion of the Project being completed. *Id.* Merritt confirmed

through testimony that, at the time Desert Valley ceased working on the Property, the Project was approximately eighty-five percent (85%) complete, which rendered the Property uninhabitable. *Id.* Therefore, to have the work completed and to avoid any liens being placed on the Property, Inose was forced to engage many of the subcontractors directly to complete the work. *Id.* at 1169.

Nevertheless, Inose paid Desert Valley for the work it performed on the Property in the amount of \$1,123,734.87 throughout the course of the Project. *Id.* at 1170 (citing Trial Exhibit 585, Checks). Zachary confirmed through testimony that, in total, Desert Valley incurred costs in the amount of \$1,012,451.08. *Id.* Accordingly, 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. *Id.*

Beyond the sums paid to Desert Valley, Inose paid directly to subcontractors the total amount of \$256,481.46 to complete work for which Desert Valley had already been paid. *Id.* (citing Trial Exhibits 586–595). Ultimately, Inose paid Desert Valley \$1,123,734.87 to complete approximately eighty-five percent (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 (after having closed out his insurance claim for only \$1,321,133.12). *Id. See also id.* at 1169.

g. Procedural History

Thereafter, on March 31, 2016, Desert Valley filed its Complaint against

Inose to recover additional sums that it believes it is due, asserting four (4) causes of action against Inose: (1) Breach of Contract, (2) Breach of the Implied Covenant of Good Faith and Fair Dealing, (3) Unjust Enrichment, and (4) Intentional Interference with Contractual Relations. I APP 1–19. In response, Inose filed its Answer and Counterclaims against Desert Valley to recover the additional sums he was forced to pay directly to the subcontractors. I APP 20–47. Accordingly, Inose asserted counterclaims for: (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. *Id.*

Following a seven-day bench trial, the district court ruled in favor of Inose on each and every one of Desert Valley’s claims against him and his co-defendants, finding that, among other issues, Desert Valley had failed to demonstrate by a preponderance of the evidence that it had sustained any damages.⁹ VII APP 1171–73. Desert Valley now appeals the district court’s judgment.

IV. SUMMARY OF THE ARGUMENT

Desert Valley’s costs to renovate Inose’s home totaled \$1,012,451.08. Inose paid Desert Valley \$1,123,734.87, notwithstanding the district court’s

⁹ The district court ruled in favor of Desert Valley on Inose’s counterclaims. VII APP 1173–78. However, the district court’s ruling on those claims is not contested in this appeal.

determination that Desert Valley completed only eighty-five percent (85%) of the Project, failed to perform in a workmanlike manner, unilaterally approved change orders to the scope of work without Inose's authorization, and inflated its asserted costs with work it never performed. Nevertheless, Desert Valley challenges the district court's findings of fact and conclusions of law on three grounds. All of Desert Valley's arguments must fail.

First, Desert Valley argues that the district court should have applied the scrivener's error doctrine to a purported "typo" in the Contract to entitle Desert Valley to an additional \$89,197.58 from Inose. However, it is well-established that, where ambiguity is discerned in a contract between a sophisticated commercial venturer (such as Desert Valley) and a layperson (such as Inose), any ambiguity should be construed against the drafter—in this case, Desert Valley. Moreover, even if there were no ambiguity in the Contract, it is also well-established in Nevada that unambiguous contracts should be enforced as written. Therefore, there is simply no legal basis for Desert Valley's attempt to alter the plain meaning of the Contract that it drafted, particularly where Inose, a layperson with no experience in the construction industry, agreed to the terms of the Contract as written.

Second, Desert Valley asserts that the district court erred when it determined that Desert Valley had not proven any damages at trial. Rather, Desert Valley

submits that it was entitled to receive a total amount of \$1,214,941.30, representing its total costs on the Project plus an additional twenty percent (20%) profit. However, it is undisputed that Desert Valley failed to complete the Project, never obtained proper authorization to execute change orders to the scope of the work, included in its ledger of “costs” work that it never performed, and failed to complete the work within the confines of Inose’s insurance proceeds.

Moreover, Desert Valley should not have been permitted to present evidence of its damages at trial, as it never provided Inose with a computation of its damages, as required by NRCP 16.1. Even where it *did* provide damages figures (but never an actual computation), such figures varied both before and after the start of litigation—including the instant appeal. Desert Valley’s inability to provide a concrete representation of its damages only highlights Desert Valley’s failure to keep adequate business records of its authorized Project costs and purported “damages.” As a result, the district court was unable to discern Desert Valley’s authorized costs from the costs it incurred in violation of the Contract, and thus properly found that Desert Valley had failed to prove its damages by a preponderance of the evidence.

And finally, Desert Valley asserts that the district court erred in holding that it had breached the Contract, even though the district court ruled in *Desert Valley’s favor* on Inose’s counterclaims against it. This argument is irrelevant, as it has no

bearing on Desert Valley’s appeal of its claims, which were determined solely on the basis of Desert Valley’s failure to establish its damages at trial. Regardless, Desert Valley’s argument that it did not breach the Contract is meritless. Indeed, based on the facts discerned at trial, it is undisputed that Desert Valley (1) failed to complete its work in a good, workmanlike manner, (2) failed to complete the scope of work within the confines of the insurance proceeds, and (3) failed to pay subcontractors for portions of work that they performed.

Accordingly, the district court committed no error in ruling in favor of Inose on Desert Valley’s claims, and this Court should affirm the findings of fact and conclusions of law of the district court in full.

V. STANDARD OF REVIEW

a. Findings of fact

The Nevada Supreme Court “reviews the district court’s findings of fact for an abuse of discretion, and this court will not set aside those findings ‘unless they are clearly erroneous or not supported by substantial evidence.’” *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660–61 (2004).

b. Conclusions of law

“A district court’s conclusions of law are reviewed de novo.” *White v. Cont’l Ins. Co.*, 119 Nev. 114, 116, 65 P.3d 1090, 1091 (2003). Similarly, the Nevada Supreme Court reviews a district court’s application of law to facts on a de novo basis. *See D.R. Horton, Inc. v. Green*, 120 Nev. 549, 553, 96 P.3d 1159, 1162

(2004), *overruled on other grounds by U.S. Home Corp. v. Michael Ballesteros Tr.*, 134 Nev. 180, 415 P.3d 32 (2018).

c. Damages calculations

The “district court is given wide discretion in calculating an award of damages, and this award will not be disturbed on appeal absent an abuse of discretion.” *Diamond Enterprises, Inc. v. Lau*, 113 Nev. 1376, 1379, 951 P.2d 73, 74 (1997) (citing *Flamingo Realty v. Midwest Development*, 110 Nev. 984, 987, 879 P.2d 69, 71 (1994), *cert. denied*, 514 U.S. 1127, 115 S.Ct. 1999, 131 L.Ed.2d 1001 (1995)). Additionally, while “a district court’s interpretation of a contractual term is a question of law, which this court reviews de novo, whether a contract exists and *the parties’ intentions regarding a contractual provision are questions of fact, which this court reviews for substantial evidence.*” *Whitemaine v. Aniskovich*, 124 Nev. 302, 308, 183 P.3d 137, 141 (2008) (emphasis added).

VI. ARGUMENT

In challenging the district court’s findings of fact and conclusions of law (“FFCL”) on appeal, Desert Valley argues that (1) a “typo” in the Contract should be amended by the court to entitle Desert Valley to an additional \$89,197.58 from Inose; (2) it is entitled to twenty percent (20%) profit on Project costs that were never approved via a valid change order; and (3) the district court erred when it found Desert Valley in breach of the Contract (despite the fact that it ruled in

Desert Valley's favor on Inose's contract claims). *See* Appellant's Opening Brief at 8–21. For the following reasons, Desert Valley's appeal must fail.

- a. The district court did not abuse its discretion when it ruled that the Contract was ambiguous and construed its terms against the drafter, Desert Valley*

The Contract between Inose and Desert Valley states, in part:

Should Client terminate the Contractor after work has begun, but not completed in full, the Client shall be responsible for any and all fees 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.

VII APP 1163 (citing Trial Exhibit 560, the Contract); VII APP 1137–38.

Desert Valley relies on this provision of the contract (hereinafter, the “Termination Provision”) in support of its argument that it is entitled to an additional twenty percent (20%) of its costs on the Project as profit. Appellant's Opening Brief at 11–12. However, because the Termination Provision clearly states that the *client* is entitled to profits (and not Desert Valley) Desert Valley argues that the district court should have applied the scrivener's error doctrine to correct what it refers to as a “typo” in the Contract. *Id.* In addition to the fact that Desert Valley failed to demonstrate at trial the total amount of its *authorized* costs (and thus cannot demonstrate what an additional twenty percent (20%) of those costs would be), which Inose will discuss in detail *infra*, Desert Valley's argument regarding the proper interpretation of the Termination Provision must fail.

As this Court has held, the “objective of interpreting contracts is to discern

the intent of the contracting parties. Traditional rules of contract interpretation are employed to accomplish that result.” *Am. First Fed. Credit Union v. Soro*, 131 Nev. 737, 739, 359 P.3d 105, 106 (2015) (quotations and citations omitted). Moreover, as the district court recognized in its FFCL, where ambiguity is discerned in a contract, any such ambiguity “should be construed against the drafter.” *Id.* (quoting *Anvui, LLC v. G.L. Dragon, LLC*, 123 Nev. 212, 215–16, 163 P.3d 405, 407 (2007)) (internal quotation marks omitted) (emphasis added). *See also* VII APP 1178. In particular, “[n]egotiations between a wealthy, sophisticated commercial venturer and a naive consumer cannot be of equal strength. For that reason, the law attempts to render an ambiguous contract fair by making the drafter responsible for ambiguity.” *Ainsworth v. Combined Ins. Co. of Am.*, 104 Nev. 587, 592, 763 P.2d 673, 676 (1988).

Here, Inose has zero experience in the construction industry, while Desert Valley boasts in its Opening Brief that its owner, Dennis Zachary, “has over Thirty [sic] (30) years of experience in the construction industry.” Appellant’s Opening Brief at 14. Moreover, the Contract was prepared by Desert Valley and is a form contract utilized by Desert Valley when it performs insurance work. VII APP 1163. Therefore, Desert Valley had ample experience and opportunity to recognize the “typo” in the Contract, if indeed there was one. However, Desert Valley failed

to recognize this “typo,” and now asks that the Court hold Inose responsible for its unilateral error, even though Inose (a layperson) signed and agreed to the terms of the Contract *as written*.

While “a district court’s interpretation of a contractual term is a question of law, which this court reviews de novo, whether a contract exists and *the parties’ intentions regarding a contractual provision are questions of fact, which this court reviews for substantial evidence.*” *Whitemaine*, 124 Nev. at 308, 183 P.3d at 141 (emphasis added). Here, Desert Valley has failed to show that the Court was not presented with “substantial evidence” in making its determination that the Contract was ambiguous. The only evidence that Desert Valley presents regarding Inose’s understanding of the Contract is the following short excerpt of Inose’s trial testimony:

Q. ...So it is your understanding that if you terminated them you would have been still responsible for any profit that they would have earned if you had not terminated them?

A. Yes. ***How I read it now, yes.*** And as long as the work was in good workman like manner and condition.

Appellant’s Opening Brief at 11 (citing VII APP 113) (emphasis added).

If anything, this quote from Inose implies that this was *not* Inose’s interpretation of the Contract at the time he signed it. Without more, it cannot be shown that the district court did not rely on substantial evidence in determining that the Termination Provision of the Contract was ambiguous. Indeed, it was

Desert Valley that created the ambiguity by suggesting that the Termination Provision was intended to produce the *exact opposite* result of its plain text.

However, even if Desert Valley is correct that the Contract is not ambiguous, Desert Valley is still not entitled to reversal of the district court's holding. It is well-established that where the language of a contract is "clear and unambiguous . . . the contract will be enforced as written." *Am. First Fed. Credit Union*, 131 Nev. at 739, 359 P.3d at 106 (citing *Davis v. Beling*, 128 Nev. 301, 321, 278 P.3d 501, 515 (2012)) (emphasis added). Here, if the Termination Provision is unambiguous, it should be enforced as written (with Inose being entitled to profits upon termination of the Contract). Under either scenario, it is Desert Valley that should have to live with the consequences of the Contract that it drafted—not Inose.

b. Desert Valley cannot demonstrate that it has suffered any damages because it was paid commensurate with its validly incurred costs

Desert Valley's incurred costs on the Project totaled \$1,012,451.08. Appellant's Opening Brief at 13; VII APP 1170. This is notwithstanding the fact that (1) Desert Valley left the job at *eighty-five percent (85%)* completion, (2) Desert Valley's Final Bid¹⁰ to Fireman's Fund insurance included in its estimate work that was never completed (*e.g.*, the sauna bath removal), and (3) Desert

¹⁰ Notably, although Desert Valley's Final Bid totaled \$1,321,133.12, this figure *included* an additional ten percent (10%) for overhead and ten percent (10%) profit; *i.e.*, an additional twenty percent (20%) above its costs. VII APP 1163.

Valley never obtained Inose’s written authorization to incur costs above and beyond its Final Bid to Fireman’s Fund. VII APP 1166–67, 1169. Moreover, a significant portion of the cost of the Project was supposed to be disbursed to the subcontractors, and not retained solely by Desert Valley. *See* VII APP 1169. However, after Desert Valley instructed the subcontractors to stop work on the Project, Inose ended up retaining the subcontractors directly, paying them a total of \$256,481.46 to complete the Project. VII APP 1170.

Despite the foregoing, Desert Valley asserts that it was paid \$1,125,734.89 by Inose—*more* than its asserted (inflated) costs.¹¹ Appellant’s Opening Brief at 13. Then, after Desert Valley’s having (1) left the Project only eighty-five (85%) complete, (2) failing to complete the work it *did* do in a workmanlike manner, (3) failing to complete the work within the confines of the insurance proceeds as required by the Contract, and (4) failing to obtain Inose’s written approval for approximately \$125,763.26 in change orders as required by the Contract (all unexcused breaches of the Contract), Desert Valley initiated suit to recover its anticipated “profit.” VII APP 1174; Appellant’s Opening Brief at 1, 6, 12–15. Now, Desert Valley appeals the district court’s correctly decided FFCL that Desert

¹¹ Tellingly, Desert Valley’s Opening Brief overstates the amount it was paid based on the FFCL, which states that Inose paid Desert Valley \$1,123,734.87. *Compare* Appellants Opening Brief at 13, *with* VII APP 1170. This disparity highlights Desert Valley’s failure to adequately keep track of its records and purported change orders throughout the Project and subsequent litigation.

Valley is not entitled to *any* additional sums from Inose. VII APP 1169–70.

Because Desert Valley was unable to demonstrate which portion of its costs were incurred pursuant to validly authorized change orders (because there were none), and because Desert Valley provided inconsistent damages “computations” throughout trial, the district court properly found that Desert Valley failed to establish, by a preponderance of the evidence, that it had sustained any damages. Accordingly, and as will be discussed in further detail *infra*, the district court committed no error and properly ruled in favor of Inose on Desert Valley’s claims.

1. Desert Valley improperly asserts that this issue is subject to de novo review

As a preliminary matter, Desert Valley asserts that the issue of damages should be reviewed de novo, arguing that the district court’s determination that Desert Valley had not demonstrated damages “by a preponderance of the evidence” constitutes a question of law that is subject to de novo review. Appellant’s Opening Brief at 12. However, the district court made a series of findings of fact (the vast majority of which Desert Valley does not dispute) which led it to its natural conclusion that Desert Valley cannot have sustained any damages. *See* VII APP 1162–70. If applying those facts to the correct legal standard in reaching a determination as to damages (here, preponderance of the evidence) is tantamount to ruling on a question of law, then all questions of fact could be deemed questions of law, which would moot the need for separate

standards of review as to the same—an absurd result. This point is highlighted by Desert Valley’s failure to provide any authority for its assertion that this issue should be reviewed on a de novo basis. *See* Appellant’s Opening Brief at 12–13.

Rather, the “district court is given wide discretion in calculating an award of damages, and this award will not be disturbed on appeal absent an *abuse of discretion*.” *Diamond Enterprises, Inc.*, 113 Nev. at 1379, 951 P.2d at 74 (citing *Flamingo Realty v. Midwest Development*, 110 Nev. 984, 987, 879 P.2d 69, 71 (1994), *cert. denied*, 514 U.S. 1127, 115 S.Ct. 1999, 131 L.Ed.2d 1001 (1995)) (emphasis added). Therefore, the Court should review the district court’s determination regarding Desert Valley’s damages for abuse of discretion.

2. Desert Valley argues, without support, that it is entitled to \$89,197.58 in damages

The crux of Desert Valley’s argument is that it was entitled to an additional twenty percent (20%) above and beyond its “costs” on the project, which the district court found totaled \$1,012,451.08. VII APP 1170; Appellant’s Opening Brief at 13–14. Therefore, Desert Valley asserts that it was entitled to receive from Inose a total amount of \$1,214,941.30 (costs, plus 20%). Appellant’s Opening Brief at 14. Thus, because Desert Valley received a total of \$1,125,734.89 from Inose, it asserts that it has been damaged in the amount of \$89,197.58. *Id.* at 15.

First, while Desert Valley may have, in actuality, spent \$1,012,451.08 on the Project, such inflated costs were never approved via written, signed change orders

by Inose, as required by the Contract and by industry standard. *See* VII APP 1166. Without such change orders, any of Desert Valley's costs beyond its share of its Final Bid to Fireman's Fund were not properly incurred and Inose cannot be liable for the same. *Id.* As discussed, the total amount of Desert Valley's Final Bid was \$1,321,133.12 (which *included* sums that were supposed to be paid to subcontractors for their work on the Project, *as well as* an additional twenty percent (20%) to cover overhead and profit). *Id.* at 1164, 1167. Desert Valley represented on multiple occasions that the Project could be completed for that amount, and further represented that *no* change orders would be necessary. *Id.* at 1167–68. Indeed, Desert Valley never represented to Inose or Fireman's Fund in writing that it had been unilaterally approving change orders to the subcontractors' work. *Id.* at 1167–69. For that reason, the insurance claim was closed out at the amount of Desert Valley's Final Bid, as Fireman's Fund had no reason to believe that additional proceeds were necessary. *See id.*

Moreover, even disregarding the massive, unauthorized change order Desert Valley presented to Inose in November 2015, the Final Bid itself represents inflated and inaccurate costs, as the estimate Desert Valley provided Fireman's Fund along with its Final Bid included work that *Desert Valley never completed*. *Id.* Certainly, Desert Valley is not entitled to "profit" on a contract that it materially breached (unexcused), nor on "costs" that (1) a portion of which were

never actually incurred (*e.g.*, the sauna bath removal), (2) were calculated according to “change orders” that were never authorized pursuant to the Contract, and (3) were ultimately paid directly by Inose to the subcontractors after Desert Valley left the Project eighty-five percent (85%) complete. Because the district court had no way to untangle Desert Valley’s authorized costs from its unauthorized costs, it was left with no choice but to hold that Desert Valley had failed to demonstrate, by a preponderance of the evidence, that it had sustained any damages. Desert Valley’s predicament in this regard only highlights the importance of written and signed change orders and proper recordkeeping.

Moreover, even though it is indisputable that Desert Valley’s Costs were impermissibly inflated, Zachary and Elliston confirmed via trial testimony that Desert Valley was paid for the *entirety* of its costs incurred, *as well as* a portion of its “profit” and overhead. VII APP 1170. Desert Valley failed to demonstrate at trial that it was entitled to anything more than that—as previously discussed, the Termination Provision upon which Desert Valley relies states that *Inose* would be entitled to profits if the Contract was terminated. *See* VII APP 1165 (citing Trial Exhibit 560, the Contract); VII APP 1137–38. However, even if Desert Valley had not written this egregious “typo” into Contract, nowhere in the Contract does it state that Desert Valley was entitled to an additional twenty percent (20%) above

and beyond its costs.¹² *See* VII APP 1137–38. Therefore, because it is undisputed that Desert Valley was reimbursed for *more* than the entirety of its costs on the Project, and because Desert Valley could not demonstrate that it was entitled to any additional sums from Inose, the district court properly ruled in favor of Inose on Desert Valley’s claims.

Finally, as a matter of procedure, Desert Valley should not have been permitted to present evidence of its damages at trial, as it never provided a computation of its damages pursuant to NRCP 16.1.¹³ *See* I SUPP 1–24, 25–69, 96–128, 156–188.¹⁴ NRCP 16.1 provides, in pertinent part, that a party must, without awaiting a discovery request, provide to the other parties “[a] computation of any category of damages claimed by the disclosing party.” NRCP 16.1(a)(1)(A)(iv). “[T]he word ‘computation’ contemplates some analysis beyond merely setting forth a lump sum amount for a claimed element of damages.” *CCR/AG Showcase Phase I Owner, L.L.C. v. United Artists Theatre Circuit, Inc.*, No. 2:08-cv-00984-RCJ-GWF, 2010 WL 1947016, at *5 (D. Nev. May 13, 2010) (unpublished disposition) (internal citation omitted).

Further, NRCP 37(c)(1) states that “[a] party that without substantial justification fails to disclose information required by Rule 16.1 . . . is not, unless

¹² This figure was established via trial testimony. *See* VII APP 1163.

¹³ Inose raised this argument in its pre-trial brief. I SUPP 214–233.

¹⁴ Citations to Inose’s Appendix will be formatted as “I SUPP *Bates No.*”

such failure is harmless, permitted to use as evidence at a trial . . . any witness or information not so disclosed. When a party fails to provide a computation of damages, the appropriate remedy is exclusion of evidence of damages at trial. *See Pizarro-Ortega v. Cervantes-Lopez*, 133 Nev. 261, 264–65, 396 P.3d 783, 787 (2017).

Here, Desert Valley never provided a computation of its damages in its initial disclosures (or supplements thereto), as required by NRCP 16.1. Similarly, Desert Valley did not even provide a computation of its damages in its pretrial disclosures. *See* I SUPP 189–213. This alone should have precluded Desert Valley from presenting evidence of its damages at trial.

However, to make matters more confusing for Inose prior to trial, Desert Valley set forth varying dollar figures (without any *computation*) of its purported damages throughout the litigation, via its answers to Inose’s interrogatories. For example, in Desert Valley’s initial responses to Inose’s First Set of Interrogatories (the “First Interrogatories”), which it served on May 19, 2017, Desert Valley asserted that its damages were “\$82,692.27”. I SUPP 76. Thereafter, in its supplemental responses to the First Interrogatories, Desert Valley changed its asserted damages figure to “\$89,197.58”. I SUPP 135. This morphing figure is peculiar, as Desert Valley should have been aware of its costs (and thus its expected “profits”) well before the start of litigation. To the contrary, Desert

Valley failed to provide a concrete damages figure at any point prior to or after Inose's termination of the Contract, which is exactly why this dispute resulted in the underlying litigation. This again highlights the inexactness of Desert Valley's recordkeeping throughout the Project and, subsequently, throughout the litigation.

In light of the foregoing, Inose respectfully submits that the district court committed no error in holding that Desert Valley did not establish its damages by a preponderance of the evidence at trial. To the extent that this Court determines that any of the foregoing factors did not weigh into the district court's decision, this Court may nevertheless affirm the judgment of the district court on any grounds supported by the record. *Lowrance v. Lowrance*, 87 Nev. 503, 507, 489 P.2d 676, 678 (1971). *See also Nat'l Audubon Soc. v. U.S. Forest Serv.*, 46 F.3d 1437, 1446 (9th Cir. 1993) ("In reviewing decisions of the district court, we may affirm on any ground supported by the record.").

c. The district court's findings regarding Desert Valley's breach of the Contract were proper, but nevertheless irrelevant to the instant appeal

Desert Valley prevailed on Inose's counterclaim for breach of contract. VII APP 1173–78. Nevertheless, Desert Valley argues that the district court erred in holding that Desert Valley had breached the Contract in several respects and requests that this Court overturn those holdings. Appellant's Opening Brief at 16. It is unclear why Desert Valley would challenge the district court's holdings pertaining to claims on which Desert Valley prevailed, as the fact of Desert

Valley's breach of the Contract is irrelevant to its appeal of its own claims against Inose. Indeed, the district court ruled in favor of Inose on Desert Valley's claims because Desert Valley was unable to establish its *damages* by a preponderance of the evidence—not because of the various breaches of the Contract committed by Desert Valley. *See* VII APP 1170–73. Rather, Desert Valley's breaches of the Contract were relevant to *Inose's* contract-based counterclaims against Desert Valley, which is why such holdings appear under its discussion of those claims. *See* VII APP 1173–78. Therefore, Desert Valley's argument that the district court's holdings are “inconsistent” is nonsensical. *See* Appellant's Opening Brief at 15. Regardless, because the district court properly held Desert Valley in breach of the Contract, Inose will briefly discuss why Desert Valley's arguments as to the same must fail.

First, Desert Valley argues that it did not breach the Contract by failing to complete the work in good and workmanlike manner, nor by failing to complete the scope of the work. Appellant's Opening Brief at 16–18. However, it is undisputed that Desert Valley stopped working on the project at approximately eighty-five percent (85%) completion, as confirmed by Merritt's trial testimony. VII APP 1169. To the extent that Desert Valley blames this on Inose's termination of the Contract on December 8, 2015, it is also undisputed that Desert Valley directed all subcontractors to stop work on the Project on November 16, 2015 *prior*

to Inose's terminating the Contract. *Id.* at 1168. Therefore, to avoid liens being placed on his Property and to have the work completed, Inose had no choice but to terminate the Contract with Desert Valley and engage the subcontractors directly to finish the remaining work on the Project. *Id.* at 1169.

Moreover, Desert Valley cites only one short excerpt from the trial testimony to challenge the district court's holding that Desert Valley had not completed the work in good and workmanlike manner. *See* Appellant's Opening Brief at 16–17. Through this excerpt, Desert Valley attempts to shift the blame for certain damage that occurred to the property to another company, ServPro, which Inose hired to assist with the initial cleanup following the flood damage. *Id.* However, Desert Valley caused additional damage to the property long after the initial cleanup was completed (and thus long after ServPro ceased working on the Property). For example, Desert Valley—not ServPro—damaged interior walls during its cutting of the replacement floor tiles. VII APP 1165. Additionally, Desert Valley failed to perform in a workmanlike manner by failing at times to lock the Property overnight, failing to adequately supervise the Project, and failing to properly document changes to the scope of work. *See* II APP 257–59; VII APP 1165–66.

Next, Desert Valley argues that it did not breach the Contract by failing to complete scope of work within confines of insurance proceeds. Appellant's

Opening Brief at 18–19. However, Desert Valley had represented on multiple occasions to Inose and Fireman’s Fund that it could complete the entirety of the Project for a total of approximately \$1,321,133.12, with *no* change orders necessary. VII APP 1167–68. Inose relied on that representation in closing out the insurance claim for that amount, even if he did not do so at the express direction of Desert Valley. *Id.* at 1169. Moreover, Desert Valley specifically represented that changes to the scope of work could be made without altering the total cost of the project by shifting costs from one part of the Project to certain others, as necessary. *Id.* at 1165. Desert Valley’s refusal to clearly and consistently communicate its required costs to Inose and Fireman’s Fund directly led to Desert Valley’s having breached the Contract by failing to complete the Project for the amount it claimed it would.

Finally, Desert Valley asserts that it did not fail to pay subcontractors in full for work to be completed and that it did not unilaterally approve change orders. Appellant’s Opening Brief at 19–20. This is patently false. While Desert Valley attempts to equivocate and suggest that Inose “was aware of the Change Orders,” this does not alter the requirement under the Contract that all change orders “**must be put in writing** so that these costs will be added to the Scope of Work.” VII APP 1165 (citing Trial Exhibit 560, the Contract); VII APP 1137–38. Because Desert Valley failed to obtain such written and signed change orders from Inose

throughout the Project, it necessarily approved such change orders unilaterally. *See* VII APP 1166. Additionally, Desert Valley's argument that it did not fail to pay subcontractors out of the sums it received is belied by the fact that Inose was forced to pay the subcontractors, out of pocket, a total of \$256,481.46 to complete the Project. *Id.* at 1170.

Therefore, because Desert Valley has failed to demonstrate that the district court erred in holding that it breached the Contract (and because such argument is irrelevant to the instant appeal), Desert Valley's argument regarding its various breaches of the Contract is unavailing. Rather, the pertinent issue is whether Desert Valley has successfully demonstrated, by a preponderance of the evidence, that it had sustained any damages to which it is entitled to receive from Inose. Based on the foregoing, it has not, and the district court's judgment should be affirmed.

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VII. CONCLUSION

In light of the foregoing, Inose respectfully requests that this Court affirm the findings of fact and conclusions of law of the district court in full, without the need for further proceedings on remand.

Dated this 17th day of July 2020.

HOLLEY DRIGGS

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CERTIFICATE OF COMPLIANCE

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because: This brief has been prepared in a proportionally spaced typeface using Microsoft Word 2010 in 14-point font Times New Roman.

2. I further certify that this brief complies with the page- or type-volume limitations of NRAP 28.1(e)(1)–(2) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is either:

☒ Proportionately spaced, has a typeface of 14 points or more, and contains 7,986 words; or

☐ Does not exceed 40 pages.

3. Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to

sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated this 17th day of July 2020.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the law firm of Holley Driggs, and that on this 17th day of July, 2020, the above and foregoing **RESPONDENT’S ANSWERING BRIEF** was e-filed and e-served on all registered parties to the Supreme Court E-Flex system and with the Clerk of Court.

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/s/Madeline VanHeuvelen
an employee of Holley Driggs

IN THE SUPREME COURT OF THE STATE OF NEVADA

DESERT VALLEY CONTRACTING,
INC., a Nevada corporation,

Appellant,

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,

Respondents.

Case No.: 79751

District Court No. A-16-734351-C

APPEAL

From the Eighth Judicial District Court,
The Honorable Joe Hardy Presiding

RESPONDENT'S APPENDIX

Volume I

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CHRONOLOGICAL INDEX TO PETITIONER'S APPENDIX

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ALPHABETICAL INDEX TO PETITIONER'S APPENDIX

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Desert Valley's Pretrial Disclosures	1	189 - 213
Desert Valley's Responses to Inose's First Interrogatories	1	70 - 95
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the law firm of Holley Driggs, and that on this 17th day of July, 2020, the above and foregoing **RESPONDENT'S APPENDIX, Volume I** was e-filed and e-served on all registered parties to the Supreme Court E-Flex system and with the Clerk of Court.

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11
12 **EIGHTH JUDICIAL DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 DESERT VALLEY CONTRACTING, INC. a
Nevada corporation,

15 Plaintiff,

16 vs.

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

20 Defendants.

21 EUGENE INOSE, an individual;

22 Counterclaimant,

23 vs.

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

27 Counter-defendants,
28

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

PLAINTIFF/COUNTER-DEFENDANT,
DESERT VALLEY CONTRACTING, INC.'S
INITIAL DISCLOSURES OF WITNESSES
AND EXHIBITS PURSUANT TO N.R.C.P.
16.1

1 **PLAINTIFF/COUNTER-DEFENDANT, DESERT VALLEY CONTRACTING, INC.'S INITIAL**
2 **DISCLOSURES OF WITNESSES AND EXHIBITS PURSUANT TO N.R.C.P. 16.1**

3 COMES NOW, Plaintiff/Counter-defendant, Desert Valley Contracting, Inc.'s (hereinafter
4 collectively "Plaintiff/Counter-defendant" or "DVC") by and through its attorneys of record, HURTIK
5 LAW & ASSOCIATES, and hereby submits DVC'S Initial Disclosure of Documents and Witnesses
6 pursuant to Rule 16.1 of the Nevada Rules of Civil Procedure as follows:

7 **I.**

8 **PLAINTIFF/COUNTER-DEFENDANT'S LIST OF WITNESSES**

9 Pursuant to Rule 16.1(a)(1)(A) of the Nevada Rules of Civil Procedure, Plaintiff/Counter-
10 defendant hereby discloses the name, the address and telephone number, if known, of each individual
11 or entity likely to have discoverable information – along with the subjects of that information – that
12 the Plaintiff/Counter-defendant may use to support its claims and defenses:

- 13
14 1. Personal Most Knowledgeable and/or Custodian of Records
15 Desert Valley Contracting, Inc.
16 c/o Hurtik Law & Associates
17 7866 West Sahara Avenue
18 Las Vegas, Nevada 89117
19 Telephone: (702) 966-5200

20 Person Most Knowledgeable is expected to testify concerning the following, without
21 limitation: the repair and rebuild of the residential home located at 587 Saint Croix Street, Henderson,
22 Nevada 8901 2(hereinafter "Subject Property"), Work Authorization and Contract dated August 8,
23 2014, repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC and
24 subcontractors at the Subject Property, and other facts and circumstances that may arise concerning the
25 claims and defenses alleged in this matter. The Custodian of Records is expected to testify regarding
26 the authenticity of documents produced by DVC during the course of litigation.

27 ///

28 ///

SUPP000002

1 2. Dennis Zachary
2 c/o Hurtik Law & Associates
3 7866 West Sahara Avenue
 Las Vegas, Nevada 89117
 Telephone: (702) 966-5200

4 Mr. Dennis Zachary is expected to testify concerning the following, without limitation: the
5 repair and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair
6 and rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
7 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
8 alleged in this matter.
9

10 3. Eugene Inose
11 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
12 400 South Fourth Street, 3rd Floor
 Las Vegas, Nevada 89101
 Telephone: (702) 791-0308

13 Mr. Eugene Inose is expected to testify concerning the following, without limitation: the repair
14 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
15 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
16 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
17 alleged in this matter.
18

19 4. Jeffrey Louie
20 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
21 400 South Fourth Street, 3rd Floor
 Las Vegas, Nevada 89101
 Telephone: (702) 791-0308

22 Mr. Jeffrey Louie is expected to testify concerning the following, without limitation: the repair
23 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
24 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
25 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
26 alleged in this matter.
27

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1 5. Person Most Knowledgeable and/or Custodian of Records for
2 IN-LO Properties, LLC
3 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
4 400 South Fourth Street, 3rd Floor
5 Las Vegas, Nevada 89101
6 Telephone: (702) 791-0308

7 Person Most Knowledgeable is expected to testify concerning the following, without
8 limitation: the repair and rebuild of the Subject Property, Work Authorization and Contract dated
9 August 8, 2014, repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC
10 and subcontractors at the Subject Property, and other facts and circumstances that may arise
11 concerning the claims and defenses alleged in this matter. The Custodian of Records is expected to
12 testify regarding the authenticity of documents produced by IN-LO Properties, LLC, during the course
13 of litigation.

14 6. The Person(s) Most Knowledgeable and/or Custodian of Records
15 Sunrise Service, Inc.
16 7380 Commercial Way
17 Henderson, Nevada 89011

18 The Person(s) Most Knowledgeable at Sunrise Service, Inc. is expected to testify to the facts
19 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
20 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Sunrise
21 Service, Inc. is expected to testify as pertains to any subcontracts to the scope of work and any
22 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
23 Records is expected to testify regarding the authenticity of documents produced by Sunrise Service,
24 Inc. during the course of litigation.

25 7. The Person(s) Most Knowledgeable and/or Custodian of Records
26 Summit Tile & Stone
27 c/o FELDMAN GRAF, P.C.
28 8845 W. Flamingo Road, Suite 210
 Las Vegas, Nevada 89147
 Telephone: (702) 949-5096

1 The Person(s) Most Knowledgeable at Summit Tile & Stone is expected to testify to the facts
2 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
3 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Summit
4 Tile & Stone is expected to testify as pertains to any subcontracts to the scope of work and any
5 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
6 Records is expected to testify regarding the authenticity of documents produced by Summit Tile &
7 Stone during the course of litigation.
8

9 8. The Person(s) Most Knowledgeable and/or Custodian of Records
10 Hy-Bar Windows and Doors
11 6210 South Annie Oakley
12 Las Vegas, Nevada 89120

13 The Person(s) Most Knowledgeable at Hy-Bar Windows and Doors is expected to testify to the
14 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
15 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
16 at Hy-Bar Windows and Doors is expected to testify as pertains to any subcontracts to the scope of
17 work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
18 Custodian of Records is expected to testify regarding the authenticity of documents produced by Hy-
19 Bar Windows and Doors during the course of litigation.

20 9. The Person(s) Most Knowledgeable and/or Custodian of Records
21 Easy Lift Elevators
22 2326 Caserta Court
23 Henderson, Nevada 89074

24 The Person(s) Most Knowledgeable at Easy Lift Elevators is expected to testify to the facts and
25 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
26 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Easy Lift
27 Elevators is expected to testify as pertains to any subcontracts to the scope of work and any materials
28 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is

1 expected to testify regarding the authenticity of documents produced by Easy Lift Elevators during the
2 course of litigation.

- 3 10. The Person(s) Most Knowledgeable and/or Custodian of Records
4 Eagle Sentry
5 3595 East Patrick Lane, #1200
6 Las Vegas, Nevada 89120

7 The Person(s) Most Knowledgeable at Eagle Sentry is expected to testify to the facts and
8 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
9 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Eagle Sentry
10 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied
11 for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to
12 testify regarding the authenticity of documents produced by Eagle Sentry during the course of
13 litigation.

- 14 11. The Person(s) Most Knowledgeable and/or Custodian of Records
15 Desert Home Electric, Inc.
16 8625 West Sahara Avenue, #441
17 Las Vegas, Nevada 89117

18 The Person(s) Most Knowledgeable at Desert Home Electric, Inc. is expected to testify to the
19 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
20 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
21 at Desert Home Electric, Inc. is expected to testify as pertains to any subcontracts to the scope of work
22 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
23 Records is expected to testify regarding the authenticity of documents produced by Desert Home
24 Electric, Inc. during the course of litigation.

- 25 12. The Person(s) Most Knowledgeable and/or Custodian of Records
26 Artesia Kitchen & Bath
27 2972 South Rainbow, Suite B
28 Las Vegas, Nevada 89146

1 The Person(s) Most Knowledgeable at Artesia Kitchen & Bath is expected to testify to the facts
2 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
3 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Artesia
4 Kitchen & Bath is expected to testify as pertains to any subcontracts to the scope of work and any
5 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
6 Records is expected to testify regarding the authenticity of documents produced by Artesia Kitchen &
7 Bath during the course of litigation.
8

9 13. The Person(s) Most Knowledgeable and/or Custodian of Records
10 Efficient Space Planning
11 6045 Harrison Drive, #4
12 Las Vegas, Nevada 89120

13 The Person(s) Most Knowledgeable at Efficient Space Planning expected to testify to the facts
14 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
15 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Efficient
16 Space Planning is expected to testify as pertains to any subcontracts to the scope of work and any
17 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
18 Records is expected to testify regarding the authenticity of documents produced by Efficient Space
19 Planning during the course of litigation.

20 14. The Person(s) Most Knowledgeable and/or Custodian of Records
21 Diversified Protection Systems, Inc.
22 4435 Wagon Trail Avenue
23 Las Vegas, Nevada 89118

24 The Person(s) Most Knowledgeable at Diversified Protection Systems, Inc. is expected to
25 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
26 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
27 Knowledgeable at Diversified Protection Systems, Inc. is expected to testify as pertains to any
28 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the

1 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
2 documents produced by Diversified Protection Systems, Inc. during the course of litigation.

3 15. The Person(s) Most Knowledgeable and/or Custodian of Records
4 Custom Landau
5 P.O. Box 753476
6 Las Vegas, Nevada 89136

7 The Person(s) Most Knowledgeable at Custom Landau is expected to testify to the facts and
8 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
9 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Custom
10 Landau is expected to testify as pertains to any subcontracts to the scope of work and any materials
11 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
12 expected to testify regarding the authenticity of documents produced by Custom Landau during the
13 course of litigation.

14 16. The Person(s) Most Knowledgeable and/or Custodian of Records
15 Arx Engineering
16 3413 Carolina Moon Avenue
17 North Las Vegas, Nevada 89081

18 The Person(s) Most Knowledgeable at Arx Engineering is expected to testify to the facts and
19 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
20 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Arx
21 Engineering is expected to testify as pertains to any subcontracts to the scope of work and any
22 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
23 Records is expected to testify regarding the authenticity of documents produced by Arx Engineering
24 during the course of litigation.

25 17. The Person(s) Most Knowledgeable and/or Custodian of Records
26 Central Valley Insulation
27 P.O. Box 534451
28 Atlanta, GA 30353-4451

1401 Trade Drive
North Las Vegas, Nevada 89030

The Person(s) Most Knowledgeable at Central Valley Insulation is expected to testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Central Valley Insulation is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify regarding the authenticity of documents produced by Central Valley Insulation during the course of litigation.

18. The Person(s) Most Knowledgeable and/or Custodian of Records
Burnham Painting & Drywall Corp.
668 Middlegate Road
Henderson, Nevada 89011

The Person(s) Most Knowledgeable at Burnham Painting & Drywall Corp. is expected to testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Burnham Painting & Drywall Corp. is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify regarding the authenticity of documents produced by Burnham Painting & Drywall Corp. during the course of litigation.

19. The Person(s) Most Knowledgeable and/or Custodian of Records
Comfort Home Appliance
6672 Boulder Hwy, Suite 6
Las Vegas, Nevada 89122

The Person(s) Most Knowledgeable at Comfort Home Appliance is expected to testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Comfort Home Appliance is expected to testify as pertains to any subcontracts to the scope of work

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1 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
2 Records is expected to testify regarding the authenticity of documents produced by Comfort Home
3 Appliance during the course of litigation.

4 20. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Diva Interior Concepts, LLC
6 10040 West Cheyenne, Suite 170-115
Las Vegas, Nevada 89129

7 The Person(s) Most Knowledgeable at Diva Interior Concepts, LLC is expected to testify to the
8 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
9 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
10 at Diva Interior Concepts, LLC is expected to testify as pertains to any subcontracts to the scope of
11 work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
12 Custodian of Records is expected to testify regarding the authenticity of documents produced by Diva
13 Interior Concepts, LLC during the course of litigation.
14

15 21. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Desert Lumber
17 4950 North Berg
North Las Vegas, Nevada 89081

18 The Person(s) Most Knowledgeable at Desert Lumber is expected to testify to the facts and
19 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
20 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Desert
21 Lumber is expected to testify as pertains to any subcontracts to the scope of work and any materials
22 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
23 expected to testify regarding the authenticity of documents produced by Desert Lumber during the
24 course of litigation.
25

26 22. The Person(s) Most Knowledgeable and/or Custodian of Records
27 Firehouse Electric
28 6955 North Durango Ste. # 1115
Las Vegas, Nevada 89149

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1 The Person(s) Most Knowledgeable at Firehouse Electric is expected to testify to the facts and
2 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
3 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Firehouse
4 Electric is expected to testify as pertains to any subcontracts to the scope of work and any materials
5 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
6 expected to testify regarding the authenticity of documents produced by Firehouse Electric during the
7 course of litigation.
8

9 23. The Person(s) Most Knowledgeable and/or Custodian of Records
10 Precision Plumbing
11 7500 West Lake Mead Blvd., Suite 9-483
12 Las Vegas, Nevada 89128

13 The Person(s) Most Knowledgeable at Precision Plumbing is expected to testify to the facts
14 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
15 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at
16 Precision Plumbing is expected to testify as pertains to any subcontracts to the scope of work and any
17 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
18 Records is expected to testify regarding the authenticity of documents produced by Precision
19 Plumbing during the course of litigation.

20 24. The Person(s) Most Knowledgeable and/or Custodian of Records
21 Picture Perfect TV
22 3297 Las Vegas Blvd. North, Ste. 62
23 Las Vegas, Nevada 89121

24 The Person(s) Most Knowledgeable at Picture Perfect TV is expected to testify to the facts and
25 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
26 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Picture
27 Perfect TV is expected to testify as pertains to any subcontracts to the scope of work and any materials
28 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is

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1 expected to testify regarding the authenticity of documents produced by Picture Perfect TV during the
2 course of litigation.

3 25. The Person(s) Most Knowledgeable and/or Custodian of Records
4 West Coast Concrete, Inc.
5 3904 Raymert
6 Las Vegas, Nevada 89121

7 The Person(s) Most Knowledgeable at West Coast Concrete, Inc. is expected to testify to the
8 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
9 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
10 at West Coast Concrete, Inc. is expected to testify as pertains to any subcontracts to the scope of work
11 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
12 Records is expected to testify regarding the authenticity of documents produced by West Coast
13 Concrete, Inc. during the course of litigation.

14 26. The Person(s) Most Knowledgeable and/or Custodian of Records
15 Silver State Specialties, LLC
16 4030 Industrial Center Dr. Ste. 501
17 North Las Vegas, Nevada 89030

18 The Person(s) Most Knowledgeable at Silver State Specialties, LLC is expected to testify to the
19 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
20 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
21 at Silver State Specialties, LLC is expected to testify as pertains to any subcontracts to the scope of
22 work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
23 Custodian of Records is expected to testify regarding the authenticity of documents produced by Silver
24 State Specialties, LLC during the course of litigation.

25 27. The Person(s) Most Knowledgeable and/or Custodian of Records
26 Prosource of Las Vegas
27 7350 Dean Martin Drive, Suite 303
28 Las Vegas, Nevada 89139

1 The Person(s) Most Knowledgeable at Prosource of Las Vegas is expected to testify to the
2 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
3 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
4 at Prosource of Las Vegas is expected to testify as pertains to any subcontracts to the scope of work
5 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
6 Records is expected to testify regarding the authenticity of documents produced by Prosource of Las
7 Vegas during the course of litigation.

8
9 28. The Person(s) Most Knowledgeable and/or Custodian of Records
10 Wilshire Refrigeration & Appliance, Inc.
11 9177 Kelvin Avenue
12 Chatsworth, California 91311

13 The Person(s) Most Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to
14 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
15 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
16 Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to testify as pertains to any
17 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
18 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
19 documents produced by Wilshire Refrigeration & Appliance, Inc. during the course of litigation.

20 Plaintiff/Counter-defendant hereby reserves the right to supplement this list of witnesses as
21 discovery is continuing. Plaintiff/Counter-defendant hereby reserves the right to rely on and/or call to
22 testify any and all witnesses produced and/or listed by any other party to this action at the time of trial
23 of this matter.

24 II.

25 PLAINTIFFS' LIST OF DOCUMENTS

26 Pursuant to Rule 16.1(a)(1)(B) of the Nevada Rules of Civil Procedure, Plaintiff/Counter-
27 defendant hereby disclosure and describes by category all documents, electronically stored
28

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information, and/or tangible things that Plaintiff/Counter-defendant have in their possession, custody, or control and may be used to support its claims and/or defenses:

Description	Bates Number
Artesia Kitchen & Bath, Invoice No.: 869, dated October 14, 2014	DVC000001
Artesia Kitchen & Bath, Unconditional Waiver and Release on Progress Payment, dated October 31, 2014	DVC000002
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated April 27, 2015	DVC000003
Artesia Kitchen & Bath, Labor Payment Affidavit, dated April 27, 2015	DVC000004
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000005
Creative Closets & Cabinets, Check Receipt No.: 14507	DVC000006
Email from Janelle Conrady to Rachelle Elliston, Re: Inose Residence, dated July 7, 2015	DVC000007-DVC000009
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000010
Notice to Owner and Contractor of Right to Lien, dated October 14, 2014	DVC000011
Approved Proposal, dated September 12, 2014	DVC000012-DVC000015
Artesia Kitchen & Bath, Invoice No.: 1052, dated April 27, 2015	DVC000016
Artesia Kitchen & Bath, Out of Stock Certificate, dated April 27, 2015	DVC000017
Artesia Kitchen & Bath, Invoice No.: 1134, dated July 7, 2015, Re: Change Order	DVC000018
DVC Receipt Artesia Kitchen & Bath, dated October 16, 2014	DVC000019
Arx LLC, Unconditional Waiver and Release on Final Payment, dated October 16, 2014	DVC000020
Arx LLC, Conditional Waiver and Release on Final Payment, dated September 24, 2014	DVC000021
DVC Receipt Arx, LLC, dated October 16, 2014	DVC000022
Arx LLC, Invoice No.: 0531, dated September 24, 2014	DVC000023
Arx LLC, Invoice No.: 0535, dated October 1, 2014	DVC000024
Arx, LLC, Structural Engineering Memorandum, dated September 23, 2014	DVC000025-DVC000028
Arx, LLC, Professional Services Agreement, dated September 18, 2014	DVC000029-DVC000030
DVC Receipt for Burnham Painting & Drywall Corp., dated September 23, 2014	DVC000031
Burnham Painting & Drywall Corp. Proposal, dated September 23, 2014	DVC000032

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1	Burnham Painting & Drywall Corp., Unconditional Waiver and Release Upon Final Payment, dated May 22, 2015	DVC000033
2	DVC Receipt for Burnham Painting & Drywall, Final Check, dated April 22, 2015	DVC000034
3	Email Chain between Gordon Lapointe and Rachel Elliston, Re: Payment, dated April 24, 2015	DVC000035-DVC000037
4	Letter from State Contractors Board, dated April 27, 2015	DVC000038
5	Letter from State Contractors Board, dated April 6, 2015	DVC000039
6	Consumer Complaint Form, dated March 30, 2015	DVC000040-DVC000041
7	Letter from State Contractors Board, dated March 30, 2015	DVC000042-DVC000051
8	Email Chain between Toni Burnham and Rachel Elliston, Re: Invoice 19477, dated April 3, 2015	DVC000052
9	DVC Receipt for Central Valley Insulation, dated April 16, 2015	DVC000053
10	Comfort Home Appliance, Invoice No.: 07335, dated August 25, 2015	DVC000054
11	Email from Bank of America to Diana Cerda, Re: Receipt for Comfort Home Appliance, dated September 2, 2014	DVC000055
12	West Coast Concrete, Inc., BID Proposal and Contract Agreement, dated April 23, 2015	DVC000056-DVC000057
13	Desert Home Electric, Inc., Conditional Waiver and Release upon Progress Payment, dated October 21, 2014	DVC000058
14	Desert Home Electric, Inc., Labor/Material from Stock Release	DVC000059
15	DVC Receipt for Custom Landau, June 8, 2015	DVC000060
16	Custom Landau, Approved Invoice 5799, dated April 8, 2015	DVC000061
17	Custom Landau, Invoice 5179, dated February 25, 2015	DVC000062
18	Custom Landau, Paid Out of Stock Material Certificated, dated April 8, 2015	DVC000063
19	Custom Landau, Conditional Waiver and Release Upon Final Payment, dated April 8, 2015	DVC000064
20	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000065
21	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000066
22	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000067
23	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000068
24	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 11, 2014	DVC000069
25	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000070
26	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000071
27	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000072
28	Crescent Electric Supply Company, Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000073

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1	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000074
2	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000075
3	Desert Home Electric, Inc., Invoice No.: 14119, dated December 16, 2014	DVC000076
4	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 16, 2014	DVC000077
5	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 16, 2014	DVC000078
6	Desert Home Electric, Inc., Approved Quote and Purchase Order Request, dated December 3, 2014	DVC000079
7	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000080
8	Desert Home Electric, Inc., Letter Re: Phase 1 – Scope of Work for Wire Certification, dated September 24, 2014	DVC000081
9	Desert Home Electric, Inc., Invoice No.: 13957, dated October 21, 2014	DVC000082
10	Desert Home Electric, Inc., Labor/Material Stock Release, dated October 21, 2014	DVC000083
11	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000084
12	Desert Home Electric, Inc., Invoice No.: 14079 dated December 5, 2014	DVC000085
13	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 5, 2014	DVC000086
14	Desert Home Electric, Inc., Breakdown – Master Form, dated December 24, 2014	DVC000087
15	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated January 23, 2015	DVC000088
16	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000089
17	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000090
18	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000091
19	DVC Receipt for Desert Home Electric, Inc., dated July 24, 2015	DVC000092
20	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000093
21	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000094
22	DVC Check History for Desert Home Electric, Inc., dated February 18, 2015	DVC000095
23	Desert Home Electric, Inc., Invoice No.: 14616 dated May 26, 2015	DVC000096
24	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000097

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1	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000098
2	Desert Home Electric, Inc., Invoice No.: 14079, dated December 5, 2014	DVC000099
3	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated December 5, 2014	DVC000100
4	Desert Home Electric, Inc., Invoice No., 14103, dated December 11, 2014	DVC000101
5	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 11, 2014	DVC000102
6	DVC Check History for Desert Home Electric, Inc., dated March 18, 2015	DVC000103
7	Desert Home Electric, Inc., Quote No.: 51216B, dated June 12, 2015	DVC000104
8	Desert Home Electric, Inc., Quote No.: 51216C, dated June 12, 2015	DVC000105
9	Desert Home Electric, Inc., Approved Quote, dated August 12, 2015	DVC000106
10	City of Henderson, Subcontractor Registration for Desert Home Electric, Inc.	DVC000107
11	DVC's Subcontract with Desert Home Electric, Inc.	DVC000108-DVC000113
12	Desert Home Electric, Inc., Put House Back Together – High Voltage, dated November 18, 2014	DVC000114-DVC000115
13	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000116
14	Desert Home Electric, Inc., Dielectric Test, dated October 21, 2014	DVC000117-DVC000119
15	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000120
16	Notice of Right to Lien (Private Work), Crescent Electric Supply Co. Inc.	DVC000121-DVC000122
17	Email chain between Steve Raleigh and Diana Cerda, dated October 20, 2014	DVC000123
18	Notice of Right to Lien and Request for Receipt of Notice of Completion, Desert Lumber, dated September 19, 2014	DVC000124
19	DVC Receipt for Desert Lumber, dated January 30, 2015	DVC000125
20	Desert Lumber, Invoice No. 612380, dated December 3, 2014	DVC000126
21	Desert Lumber, Invoice No. 613425, dated December 18, 2014	DVC000127
22	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated July 17, 2015	DVC000128
23	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213613, dated July 1, 2015	DVC000129
24	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213864, dated July 1, 2015	DVC000130
25	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated January 1, 2015	DVC000131
26	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209189, dated December 31, 2014	DVC000132
27	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated February 12, 2015	DVC000133

SUPP000017

1	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209739, dated January 31, 2015	DVC000134
2	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated March 16, 2015	DVC000135
3	Las Vegas Toilet Rentals, Inc., Invoice No.: A-210302 dated February 28, 2015	DVC000136
4	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000137
5	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000138
6	Diva Interior Concepts, LLC, Estimate No.: 1132, dated March 11, 2015	DVC000139
7	Diva Interior Concepts, LLC, Estimate No.: 1133, dated March 16, 2015	DVC000140
8	DVC Letter to Diva Interior Concepts, LLC, dated October 31, 2014, not signed	DVC000141
9	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment	DVC000142
10	DVC's Subcontract with Diva Interior Concepts, LLC	DVC000143-DVC000146
11	DVC Receipt for Diva Interior Concepts, LLC, dated April 20, 2015	DVC000147
12	DVC Receipt for Diva Interior Concepts, LLC, dated October 31, 2014	DVC000148
13	Diva Interior Concepts, LLC, Proposal, dated September 10, 2014	DVC000149-DVC000150
14	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment, Signed	DVC000151
15	Diva Interior Concepts, LLC, Estimate No.: 1137, dated April 14, 2015	DVC000152
16	DVC Receipt for Diva Interior Concepts, LLC, dated May 1, 2014	DVC000153
17	Diva Interior Concepts, LLC, Invoice No.: 451, dated April 24, 2015	DVC000154; DVC000159; DVC000160
18	Diva Interior Concepts, LLC, Invoice No.: 450, dated April 21, 2015	DVC000155-DVC000156
19	Diva Interior Concepts, LLC, Estimate No.: 1136, dated April 13, 2015	DVC000157
20	DVC Receipt for Diva Interior Concepts, LLC, dated May 8, 2015	DVC000159
21	DVC Receipt for Diva Interior Concepts, LLC, dated July 9, 2015	DVC000161
22	Diva Interior Concepts, LLC, Invoice No.: 417, dated January 5, 2015	DVC000162; DVC000163
23	Diva Interior Concepts, LLC, Invoice 485, dated July 6, 2015	DVC000164
24	Diva Interior Concepts, LLC, Statement, dated June 15, 2015	DVC000165
25	DVC Receipt for Diva Interior Concepts, LLC, dated July 17, 2015	DVC000166
26	Diva Interior Concepts, LLC, Statement, dated July 15, 2015	DVC000167
27		
28		

SUPP000018

1	DVC Receipt for Diversified Protection Systems, Inc., dated May 13, 2015	DVC000168
2	Diversified Protection Systems, Inc., Invoice No.: 104476, dated September 25, 2014	DVC000169; DVC000170
3	Diversified Protection Systems, Inc., Estimate No.: 3666, dated September 25, 2014	DVC000171
4	Email chain between Diana Cerda and Diversified Protection Systems, Inc., Re: Inose -587 St Croix, dated November 11, 2014	DVC000172-DVC000173
6	DVC's Subcontract with Diversified Protection Systems, Inc., dated October 21, 2014	DVC000174-DVC000184
7	Email chain between Roy Heaton and Diana Cerda, Re: Inose Request (Change Orders), dated January 8, 2015	DVC000185
8	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000186-DVC000199
9	Eagle Sentry, Proposal 8076-00, dated December 17, 2014	DVC000200-DVC000201
10	Eagle Sentry, Proposal 8076-00 Change Order 5, dated January 5, 2015	DVC000202
11	Eagle Sentry, Proposal 8076-00 Change Order 2, dated November 13, 2014	DVC000203
12	Eagle Sentry, Proposal 8076-00 Change Order 1, dated October 16, 2014	DVC000204-DVC000206
13	Eagle Sentry, Proposal 8076-00 Change Order 7, dated July 28, 2015	DVC000207
14	Eagle Sentry, Proposal 8076-00 Change Order 8, dated July 28, 2015	DVC000208
15	Eagle Sentry, Proposal 8076-00, dated August 27, 2014	DVC000209-DVC000212
16	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000213-DVC000214
17	DVC's Subcontract with Eagle Sentry, dated October 3, 2014	DVC000215-DVC000225
18	DVC Receipt for Eagle Sentry, dated November 19, 2014	DVC000226
19	Eagle Sentry Material Release, Invoice 159141, dated November 25, 2014	DVC000227
20	DVC Receipt for Eazylift Elevators, dated July 2, 2015	DVC000228;
21	Eazylift Elevators, Labor Payment Affidavit, dated June 1, 2015	DVC000229
22	Eazylift Elevators, Out of Stock Material Certification, dated June 1, 2015	DVC000230
23	Eazylift Elevators, Invoice No.: INV-162940, dated June 8, 2015	DVC000231
24	Efficient Space Planning, Change Order 1, dated April 29, 2015	DVC000232
25	Efficient Space Planning, Invoice No.: 112514, dated August 28, 2014	DVC000233
26	Efficient Space Planning Drawings	DVC000234-DVC000236
27	DVC Receipt for Efficient Space Planning, dated November 19, 2014	DVC000237
28	Efficient Space Planning Material Suppliers	DVC000238
	Firehouse Electric, Invoice No.: 1606, dated September 10, 2014	DVC000239

SUPP000019

1	HY-Bar, Change Order, dated December 18, 2014	DVC000240
2	HY-Bar, Proposal, dated November 5, 2014	DVC000241-DVC000242
3	HY-Bar, Change Order, dated January 5, 2015	DVC000243
4	HY-Bar, Proposal, dated August 28, 2014	DVC000244-DVC000249
5	DVC Receipt for HY-Bar, dated March 17, 2015	DVC000250; DVC000254
6	HY-Bar, Proposal, Invoice No.: 5978, dated February 25, 2015	DVC000251
7	HY-Bar, Materials from Paid Stock, dated March 3, 2015	DVC000252; DVC000255
8	HY-Bar, Conditional Waiver and Release Upon Progress Payment, dated March 3, 2015	DVC000253
9	DVC Receipt for HY-Bar, dated March 26, 2015	DVC000256
10	HY-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000257
11	Hy-Bar, Conditional Waiver and Release Upon Progress Payment, dated April 17, 2015	DVC000258
12	Hy-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000259
13	DVC Receipt for Hy-Bar, dated April 16, 2015	DVC000260
14	Hy-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000261
15	Hy-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000262
16	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000263
17	Hy-Bar, Invoice No.: 6328, dated April 1, 2015	DVC000264
18	Hy-Bar, Job No.: 106404, dated August 8, 2014	DVC000265
19	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000266
20	HY-Bar, Change Order, dated April 22, 2015	DVC000267
21	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000268
22	HY-Bar, Change Order, dated April 22, 2015	DVC000269
23	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000270
24	Unknown Invoice, dated November 17, 2014	DVC000271
25	HY-Bar, Materials from Stock Paid, dated November 25, 2014	DVC000272; DVC000273; DVC000275
26	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000274
27	HY-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000276
28	HY-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000277
29	HY-Bar, Invoice 5977, dated February 25, 2015	DVC000278
30	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000279
31	DVC Receipt for Hy-Bar, dated August 7, 2015	DVC000280
32	DVC Receipt for Hy-Bar, dated November 19, 2015	DVC000281; DVC000282
33	Macrotec Consulting, LLC, Microbial Investigation Report	DVC000283-DVC000305
34	Efficient Space Planning, Invoice No. 2081, dated November 24, 2014	DVC000306
35	Efficient Space Planning, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000307
36	Efficient Space Planning Material Supplies	DVC000308
37	DVC's Subcontract with Efficient Space Planning	DVC000309-DVC000319
38	Eagle Sentry, Service Invoice No.: 159141, dated October 21, 2014	DVC000320
39	Eagle Sentry, Materials Release, dated November 25, 2014	DVC000321
40	Eagle Sentry, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000322
41		SUPP000020

1	Summit Tile & Stone, Invoice No.: 1314, dated July 28, 2015	DVC000323
2	Summit Tile & Stone, Approved Proposal, dated April 29, 2015	DVC000324-DVC000326
3	DVC Receipt for Perfect Picture TV Repair, dated August 18, 2014	DVC000327
4	Perfect Picture TV Repair, Lead Tech Worksheet, dated August 18, 2014	DVC000328
5	Perfect Picture TV Repair, Invoice, dated August 18, 2014	DVC000329-DVC000340
6	Precision Plumbing, Invoice No.: 39739, dated August 4, 2014	DVC000341
7	DVC A/R History Report, dated August 8, 2015	DVC000342
8	DVC Receipt for PS of Las Vegas, LLC, dated July 2, 2015	DVC000343
9	ProSource of Las Vegas, Estimate, dated May 14, 2015	DVC000344
10	Silver State Insulation, Proposal No.: I3854, dated August 15, 2014	DVC000345
11	Email from Dustin Dreier to Diana Cerda, Re: Proposal, dated August 25, 2014	DVC000346
12	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000347
13	Sunrise Service, Inc., Invoice No.: A142549, dated September 26, 2014	DVC000348
14	Sunrise Service, Inc., Invoice No.: A142541, dated September 23, 2014	DVC000349
15	Sunrise Service, Inc., Invoice No.: A142545, dated September 24, 2014	DVC000350
16	Sunrise Mechanical, Inc., Proposal, dated August 21, 2014	DVC000351
17	Letter from Sunrise Mechanical, Inc., dated November 25, 2014	DVC000352
18	City of Henderson, Sunrise Mechanical, Inc.	DVC000353
19	City of Henderson, Sunrise Services, Inc.	DVC000354
20	DVC's Subcontract with Sunrise Service, Inc.	DVC000355-DVC000365
21	Sunrise Service, Inc., Billed Jobs and Estimates	DVC000366-DVC000374; DVC000376-DVC000378
22	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000375
23	DVC's Subcontract with Eazylift Elevators	DVC000379-DVC000387
24	DVC's Subcontract with Hy-Bar Windows and Doors	DVC000388-DVC000396
25	DVC's Subcontract with Summit Tile & Stone, LLC	DVC000397-DVC000407
26	Email from Daniel Merritt to Rachelle Elliston and Tina Dyba, Re: Countertops, dated May 13, 2015	DVC000408
27	Silver State Specialties, LLC, Proposal, dated July 22, 2015	DVC000409
28	West Coast Concrete, Inc., Bid Proposal and Contract, dated March 25, 2015	DVC000410
	West Coast Concrete, Inc., Conditional Waiver and Release Upon Progress Payment, dated August 27, 2015	DVC000411
	Wilshire Refrigeration & Appliance, Inc., Invoice No.: 135135, dated September 26, 2014	DVC000412-DVC000416
	DVC Work Order Report, 2014-10-22-1809	DVC000417-DVC000484
	DVC Inose Construction Schedule	DVC000485-DVC000486
	Email from Daniel Merritt to Rachel Elliston and Diana Cerda, Re: Follow Up, dated December 4, 2014	DVC000487
	ServePro File	DVC000488-DVC000490

SUPP000021

1	Notice of Right to Lien	DVC000491-DVC000492
	Fed Receipt	DVC000493
2	DVC Receipt, dated December 15, 2014	DVC000494
	DVC Receipt for Perfect Picture TV Repair	DVC000495
3	Letter from SCA Design, LLC	DVC000496
4	City of Henderson, Request for Copies of Copyrighted Records, dated September 16, 2014	DVC00497
5	DVC Work Order Report, ROB'S-NEW	DVC000499-DVC000500
	DVC Receipt for City of Henderson, dated September 26, 2014	DVC000501
6	DVC Work Order Report, INOSE-ROBSUPP	DVC000502-DVC000507
	City of Henderson, Residential Building Incident Repair Permit	DVC000508-DVC000515
7	City of Henderson, Permit Inspection History	DVC000516-DVC000518
8	City of Henderson, Building and Fire Safety	DVC000519-DVC000521
	City of Henderson, Permit	DVC000522
9	DVC Employment Payroll and Timesheets for Robert Ramirez	DVC000523-DVC000572
	DVC A/P Check History, dated October 29, 2014	DVC000573
10	DVC Receipts on Account, dated September 11, 2014	DVC000574
11	DVC Invoice No.: 63718, dated October 4, 2015	DVC000575
	Check from IN-LO Properties, LLC, dated September 10, 2015	DVC000576
12	DVC Receipts on Account, dated July 8, 2015	DVC000577
	DVC Invoice No.: 63444, dated October 16, 2015	DVC000578-DVC000579
13	DVC A/R Check History, dated March 18, 2015	DVC000580
14	DVC Invoice No.: 63066, dated November 7, 2014	DVC000581
	DVC Invoice No.: 63067, dated October 8, 2014	DVC000582
15	Check from IN-LO Properties, LLC, dated October 22, 2014	DVC000583
	DVC Receipts on Account, dated March 17, 2015	DVC000584
16	DVC Invoice No.: 63255, dated January 22, 2015	DVC000585
17	DVC Receipts on Account, dated January 20, 2015	DVC000586
	DVC Invoice No.: 63255, dated January 8, 2015	DVC000587
18	DVC Receipts on Account, dated September 25, 2014	DVC000588
	Check from IN-LO Properties, LLC, dated September 24, 2014	DVC000589
19	DVC Invoice No.: 63039, dated September 24, 2014	DVC000590
20	Preliminary Notice, dated May 21, 2015	DVC000591
	DVC Employee Payroll Report	DVC000592
21	Letter from DVC to Unknown, dated October 14, 2015	DVC000593-DVC000594
	DVC Invoice No.: 63052, dated October 2, 2014	DVC000595
22	DVC Work Order Report, INOSE-FULL-BID3	DVC000596-DVC000673
23	Email from Brian Lynch to Diana Cerda, dated September 5, 2014	DVC000674-DVC000675
24	Email from Diana Cerda to Brian Lynch, dated August 20, 2014	DVC000676
25	Email from Daniel Merritt and Nelida Morey, Re: Additional Help with Inose, dated August 15, 2014	DVC000677
26	Email from Diana Cerda to Daniel Merritt, Re: Inose – Claim # 00514151370, dated October 2, 2014	DVC000678
27	Email from Daniel Merritt to Diana Cerda, Re: Site Inspection, dated September 16, 2014	DVC000679
28	Email chain between Robert Ramirez and Tina Dyba, Re: Hit	DVC000680-DVC000682

List, dated May 12, 2015	
Email from Tina Dyba to Daniel Merritt, Re: Slab Selection, dated June 4, 2015	DVC000684

III.

PLAINTIFFS RESERVE THEIR RIGHT TO SUPPLEMENT

Plaintiff/Counter-defendant incorporates each and every document provided by all parties hereto pursuant to N.R.C.P. 16.1 as set forth herein. Plaintiff/Counter-defendant reserves the right to supplement this list of witnesses as discovery is continuing.

DATED this 19th of July, 2016.

HURTIK LAW & ASSOCIATES



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7866 W. Sahara Avenue
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Attorneys for Plaintiff/Counter-defendant,
DESERT VALLEY CONTRACTING, INC.

memorex

CD-R
52X 700MB 80min

DVC000001-DVC000684
DVC's 16.1 Disclosures

1 SUPP

2 CARRIE E. HURTIK, ESQ.

3 Nevada Bar No. 7028

4 JONATHON R. PATTERSON, ESQ.

5 Nevada Bar No. 9644

6 HURTIK LAW & ASSOCIATES

7 7866 W. Sahara Avenue

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11 churtik@hurtiklaw.com

12 jpatterson@hurtiklaw.com

13 Attorneys for Plaintiff/Counter-defendant,

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
22 liability company; EUGENE INOSE, an
23 individual; JEFFREY LOUIE, an individual;
24 DOES 1 through 10; and ROE ENTITIES 1
25 through 10,

26 Defendants.

27 EUGENE INOSE, an individual;

28 Counterclaimant,

29 vs.

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

CASE NO.: A-16-734351-C

DEPT NO.: XXX

PLAINTIFF/COUNTER-DEFENDANT,
DESERT VALLEY CONTRACTING,
INC.'S FIRST SUPPLEMENT TO
INITIAL DISCLOSURES OF
WITNESSES AND EXHIBITS
PURSUANT TO N.R.C.P. 16.1

34 COMES NOW, Plaintiff/Counter-defendant, Desert Valley Contracting, Inc.'s (hereinafter
35 collectively "Plaintiff/Counter-defendant" or "DVC") by and through its attorneys of record, HURTIK
36
37
38

SUPP000025

1 LAW & ASSOCIATES, and hereby Supplements its Initial Disclosure of Documents and Witnesses
2 pursuant to Rule 16.1 of the Nevada Rules of Civil Procedure as follows:

3 I.

4 **PLAINTIFF/COUNTER-DEFENDANT'S LIST OF WITNESSES**

5 Pursuant to Rule 16.1(a)(1)(A) of the Nevada Rules of Civil Procedure, Plaintiff/Counter-
6 defendant hereby discloses the name, the address and telephone number, if known, of each individual
7 or entity likely to have discoverable information – along with the subjects of that information – that the
8 Plaintiff/Counter-defendant may use to support its claims and defenses:
9

- 10 1. Personal Most Knowledgeable and/or Custodian of Records
11 Desert Valley Contracting, Inc.
12 c/o Hurtik Law & Associates
13 7866 West Sahara Avenue
14 Las Vegas, Nevada 89117
15 Telephone: (702) 966-5200

16 Person Most Knowledgeable is expected to testify concerning the following, without limitation:
17 the repair and rebuild of the residential home located at 587 Saint Croix Street, Henderson, Nevada 8901
18 2(hereinafter “Subject Property”), Work Authorization and Contract dated August 8, 2014, repair and
19 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
20 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
21 alleged in this matter. The Custodian of Records is expected to testify regarding the authenticity of
22 documents produced by DVC during the course of litigation.

- 23 2. Dennis Zachary
24 c/o Hurtik Law & Associates
25 7866 West Sahara Avenue
26 Las Vegas, Nevada 89117
27 Telephone: (702) 966-5200

28 Mr. Dennis Zachary is expected to testify concerning the following, without limitation: the repair
and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the

SUPP000026

1 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
2 alleged in this matter.

- 3 3. Eugene Inose
4 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
5 400 South Fourth Street, 3rd Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 791-0308

8 Mr. Eugene Inose is expected to testify concerning the following, without limitation: the repair
9 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
10 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
11 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
12 alleged in this matter.

- 13 4. Jeffrey Louie
14 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
15 400 South Fourth Street, 3rd Floor
16 Las Vegas, Nevada 89101
17 Telephone: (702) 791-0308

18 Mr. Jeffrey Louie is expected to testify concerning the following, without limitation: the repair
19 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
20 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
21 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
22 alleged in this matter.

- 23 5. Person Most Knowledgeable and/or Custodian of Records for
24 IN-LO Properties, LLC
25 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
26 400 South Fourth Street, 3rd Floor
27 Las Vegas, Nevada 89101
28 Telephone: (702) 791-0308

Person Most Knowledgeable is expected to testify concerning the following, without limitation:
the repair and rebuild of the Subject Property, Work Authorization and Contract dated August 8, 2014,
repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors
at the Subject Property, and other facts and circumstances that may arise concerning the claims and

SUPP000027

1 defenses alleged in this matter. The Custodian of Records is expected to testify regarding the
2 authenticity of documents produced by IN-LO Properties, LLC, during the course of litigation.

- 3 6. The Person(s) Most Knowledgeable and/or Custodian of Records
4 Sunrise Service, Inc.
5 7380 Commercial Way
6 Henderson, Nevada 89011

7 The Person(s) Most Knowledgeable at Sunrise Service, Inc. is expected to testify to the facts and
8 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
9 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Sunrise Service,
10 Inc. is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied
11 for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to
12 testify regarding the authenticity of documents produced by Sunrise Service, Inc. during the course of
13 litigation.

- 14 7. The Person(s) Most Knowledgeable and/or Custodian of Records
15 Summit Tile & Stone
16 c/o FELDMAN GRAF, P.C.
17 8845 W. Flamingo Road, Suite 210
18 Las Vegas, Nevada 89147
19 Telephone: (702) 949-5096

20 The Person(s) Most Knowledgeable at Summit Tile & Stone is expected to testify to the facts
21 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
22 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Summit Tile
23 & Stone is expected to testify as pertains to any subcontracts to the scope of work and any materials
24 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
25 to testify regarding the authenticity of documents produced by Summit Tile & Stone during the course
26 of litigation.

- 27 8. The Person(s) Most Knowledgeable and/or Custodian of Records
28 Hy-Bar Windows and Doors
6210 South Annie Oakley
Las Vegas, Nevada 89120

SUPP000028

1 The Person(s) Most Knowledgeable at Hy-Bar Windows and Doors is expected to testify to the
2 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
3 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
4 at Hy-Bar Windows and Doors is expected to testify as pertains to any subcontracts to the scope of work
5 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
6 Records is expected to testify regarding the authenticity of documents produced by Hy-Bar Windows
7 and Doors during the course of litigation.
8

- 9 9. The Person(s) Most Knowledgeable and/or Custodian of Records
10 Easy Lift Elevators
11 2326 Caserta Court
Henderson, Nevada 89074

12 The Person(s) Most Knowledgeable at Easy Lift Elevators is expected to testify to the facts and
13 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
14 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Easy Lift Elevators
15 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
16 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
17 regarding the authenticity of documents produced by Easy Lift Elevators during the course of litigation.
18

- 19 10. The Person(s) Most Knowledgeable and/or Custodian of Records
20 Eagle Sentry
21 3595 East Patrick Lane, #1200
Las Vegas, Nevada 89120

22 The Person(s) Most Knowledgeable at Eagle Sentry is expected to testify to the facts and
23 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
24 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Eagle Sentry is
25 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
26 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
27 regarding the authenticity of documents produced by Eagle Sentry during the course of litigation.
28

SUPP000029

1 11. The Person(s) Most Knowledgeable and/or Custodian of Records
2 Desert Home Electric, Inc.
3 8625 West Sahara Avenue, #441
4 Las Vegas, Nevada 89117

5 The Person(s) Most Knowledgeable at Desert Home Electric, Inc. is expected to testify to the
6 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
7 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
8 at Desert Home Electric, Inc. is expected to testify as pertains to any subcontracts to the scope of work
9 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
10 Records is expected to testify regarding the authenticity of documents produced by Desert Home
11 Electric, Inc. during the course of litigation.

12 12. The Person(s) Most Knowledgeable and/or Custodian of Records
13 Artesia Kitchen & Bath
14 2972 South Rainbow, Suite B
15 Las Vegas, Nevada 89146

16 The Person(s) Most Knowledgeable at Artesia Kitchen & Bath is expected to testify to the facts
17 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
18 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Artesia
19 Kitchen & Bath is expected to testify as pertains to any subcontracts to the scope of work and any
20 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records
21 is expected to testify regarding the authenticity of documents produced by Artesia Kitchen & Bath
22 during the course of litigation.

23 13. The Person(s) Most Knowledgeable and/or Custodian of Records
24 Efficient Space Planning
25 6045 Harrison Drive, #4
26 Las Vegas, Nevada 89120

27 The Person(s) Most Knowledgeable at Efficient Space Planning expected to testify to the facts
28 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Efficient Space

SUPP000030

1 Planning is expected to testify as pertains to any subcontracts to the scope of work and any materials
2 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
3 to testify regarding the authenticity of documents produced by Efficient Space Planning during the
4 course of litigation.

5 14. The Person(s) Most Knowledgeable and/or Custodian of Records
6 Diversified Protection Systems, Inc.
7 4435 Wagon Trail Avenue
8 Las Vegas, Nevada 89118

9 The Person(s) Most Knowledgeable at Diversified Protection Systems, Inc. is expected to testify
10 to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
11 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
12 at Diversified Protection Systems, Inc. is expected to testify as pertains to any subcontracts to the scope
13 of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
14 Custodian of Records is expected to testify regarding the authenticity of documents produced by
15 Diversified Protection Systems, Inc. during the course of litigation.

16 15. The Person(s) Most Knowledgeable and/or Custodian of Records
17 Custom Landau
18 P.O. Box 753476
19 Las Vegas, Nevada 89136

20 The Person(s) Most Knowledgeable at Custom Landau is expected to testify to the facts and
21 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
22 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Custom Landau is
23 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
24 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
25 regarding the authenticity of documents produced by Custom Landau during the course of litigation.

26 16. The Person(s) Most Knowledgeable and/or Custodian of Records
27 Arx Engineering
28 3413 Carolina Moon Avenue
North Las Vegas, Nevada 89081

SUPP000031

1 The Person(s) Most Knowledgeable at Arx Engineering is expected to testify to the facts and
2 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
3 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Arx Engineering
4 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
5 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
6 regarding the authenticity of documents produced by Arx Engineering during the course of litigation.
7

8 17. The Person(s) Most Knowledgeable and/or Custodian of Records
9 Central Valley Insulation
10 P.O. Box 534451
Atlanta, GA 30353-4451

11 1401 Trade Drive
12 North Las Vegas, Nevada 89030

13 The Person(s) Most Knowledgeable at Central Valley Insulation is expected to testify to the facts
14 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
15 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Central Valley
16 Insulation is expected to testify as pertains to any subcontracts to the scope of work and any materials
17 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
18 to testify regarding the authenticity of documents produced by Central Valley Insulation during the
19 course of litigation.
20

21 18. The Person(s) Most Knowledgeable and/or Custodian of Records
22 Burnham Painting & Drywall Corp.
23 668 Middlegate Road
Henderson, Nevada 89011

24 The Person(s) Most Knowledgeable at Burnham Painting & Drywall Corp. is expected to testify
25 to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
26 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
27 at Burnham Painting & Drywall Corp. is expected to testify as pertains to any subcontracts to the scope
28

1 of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
2 Custodian of Records is expected to testify regarding the authenticity of documents produced by
3 Burnham Painting & Drywall Corp. during the course of litigation.

4 19. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Comfort Home Appliance
6 6672 Boulder Hwy, Suite 6
7 Las Vegas, Nevada 89122

8 The Person(s) Most Knowledgeable at Comfort Home Appliance is expected to testify to the
9 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
10 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
11 at Comfort Home Appliance is expected to testify as pertains to any subcontracts to the scope of work
12 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
13 Records is expected to testify regarding the authenticity of documents produced by Comfort Home
14 Appliance during the course of litigation.

15 20. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Diva Interior Concepts, LLC
17 10040 West Cheyenne, Suite 170-115
18 Las Vegas, Nevada 89129

19 The Person(s) Most Knowledgeable at Diva Interior Concepts, LLC is expected to testify to the
20 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
21 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
22 at Diva Interior Concepts, LLC is expected to testify as pertains to any subcontracts to the scope of work
23 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
24 Records is expected to testify regarding the authenticity of documents produced by Diva Interior
25 Concepts, LLC during the course of litigation.

26 21. The Person(s) Most Knowledgeable and/or Custodian of Records
27 Desert Lumber
28 4950 North Berg
North Las Vegas, Nevada 89081

SUPP000033

1 The Person(s) Most Knowledgeable at Desert Lumber is expected to testify to the facts and
2 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
3 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Desert Lumber is
4 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
5 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
6 regarding the authenticity of documents produced by Desert Lumber during the course of litigation.
7

8 22. The Person(s) Most Knowledgeable and/or Custodian of Records
9 Firehouse Electric
6955 North Durango Ste. # 1115
10 Las Vegas, Nevada 89149

11 The Person(s) Most Knowledgeable at Firehouse Electric is expected to testify to the facts and
12 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
13 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Firehouse Electric
14 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
15 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
16 regarding the authenticity of documents produced by Firehouse Electric during the course of litigation.
17

18 23. The Person(s) Most Knowledgeable and/or Custodian of Records
19 Precision Plumbing
7500 West Lake Mead Blvd., Suite 9-483
20 Las Vegas, Nevada 89128

21 The Person(s) Most Knowledgeable at Precision Plumbing is expected to testify to the facts and
22 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
23 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Precision
24 Plumbing is expected to testify as pertains to any subcontracts to the scope of work and any materials
25 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
26 to testify regarding the authenticity of documents produced by Precision Plumbing during the course of
27 litigation.
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SUPP000034

1 24. The Person(s) Most Knowledgeable and/or Custodian of Records
2 Picture Perfect TV
3 3297 Las Vegas Blvd. North, Ste. 62
4 Las Vegas, Nevada 89121

5 The Person(s) Most Knowledgeable at Picture Perfect TV is expected to testify to the facts and
6 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
7 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Picture Perfect TV
8 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
9 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
10 regarding the authenticity of documents produced by Picture Perfect TV during the course of litigation.

11 25. The Person(s) Most Knowledgeable and/or Custodian of Records
12 West Coast Concrete, Inc.
13 3904 Raymert
14 Las Vegas, Nevada 89121

15 The Person(s) Most Knowledgeable at West Coast Concrete, Inc. is expected to testify to the
16 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
17 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
18 at West Coast Concrete, Inc. is expected to testify as pertains to any subcontracts to the scope of work
19 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
20 Records is expected to testify regarding the authenticity of documents produced by West Coast
21 Concrete, Inc. during the course of litigation.

22 26. The Person(s) Most Knowledgeable and/or Custodian of Records
23 Silver State Specialties, LLC
24 4030 Industrial Center Dr. Ste. 501
25 North Las Vegas, Nevada 89030

26 The Person(s) Most Knowledgeable at Silver State Specialties, LLC is expected to testify to the
27 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
28 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
at Silver State Specialties, LLC is expected to testify as pertains to any subcontracts to the scope of work

SUPP000035

1 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
2 Records is expected to testify regarding the authenticity of documents produced by Silver State
3 Specialties, LLC during the course of litigation.

4 27. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Prosource of Las Vegas
6 7350 Dean Martin Drive, Suite 303
7 Las Vegas, Nevada 89139

8 The Person(s) Most Knowledgeable at Prosource of Las Vegas is expected to testify to the facts
9 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
10 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Prosource of
11 Las Vegas is expected to testify as pertains to any subcontracts to the scope of work and any materials
12 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
13 to testify regarding the authenticity of documents produced by Prosource of Las Vegas during the course
14 of litigation.

15 28. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Wilshire Refrigeration & Appliance, Inc.
17 9177 Kelvin Avenue
18 Chatsworth, California 91311

19 The Person(s) Most Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to
20 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
21 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
22 Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to testify as pertains to any
23 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
24 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
25 documents produced by Wilshire Refrigeration & Appliance, Inc. during the course of litigation.

26 Plaintiff/Counter-defendant hereby reserves the right to supplement this list of witnesses as
27 discovery is continuing. Plaintiff/Counter-defendant hereby reserves the right to rely on and/or call to
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testify any and all witnesses produced and/or listed by any other party to this action at the time of trial of this matter.

29. *Daniel Merritt*
c/o Hurtik Law & Associates
7866 West Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 966-5200

Mr. Daniel Merritt is expected to testify concerning the following, without limitation: the repair and rebuild the Subject Property, Work Authorization, repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the Subject Property, and other facts and circumstances that may arise concerning the claims and defenses alleged in this matter.

II.

PLAINTIFFS' LIST OF DOCUMENTS

Pursuant to Rule 16.1(a)(1)(B) of the Nevada Rules of Civil Procedure, Plaintiff/Counter-defendant hereby disclosure and describes by category all documents, electronically stored information, and/or tangible things that Plaintiff/Counter-defendant have in their possession, custody, or control and may be used to support its claims and/or defenses:

Description	Bates Number
Artesia Kitchen & Bath, Invoice No.: 869, dated October 14, 2014	DVC000001
Artesia Kitchen & Bath, Unconditional Waiver and Release on Progress Payment, dated October 31, 2014	DVC000002
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated April 27, 2015	DVC000003
Artesia Kitchen & Bath, Labor Payment Affidavit, dated April 27, 2015	DVC000004
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000005
Creative Closets & Cabinets, Check Receipt No.: 14507	DVC000006
Email from Janelle Conrady to Rachelle Elliston, Re: Inose Residence, dated July 7, 2015	DVC000007-DVC000009
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000010
Notice to Owner and Contractor of Right to Lien, dated October 14, 2014	DVC000011

1	Approved Proposal, dated September 12, 2014	DVC000012-DVC000015
2	Artesia Kitchen & Bath, Invoice No.: 1052, dated April 27, 2015	DVC000016
3	Artesia Kitchen & Bath, Out of Stock Certificate, dated April 27, 2015	DVC000017
4	Artesia Kitchen & Bath, Invoice No.: 1134, dated July 7, 2015, Re: Change Order	DVC000018
5	DVC Receipt Artesia Kitchen & Bath, dated October 16, 2014	DVC000019
6	Arx LLC, Unconditional Waiver and Release on Final Payment, dated October 16, 2014	DVC000020
7	Arx LLC, Conditional Waiver and Release on Final Payment, dated September 24, 2014	DVC000021
8	DVC Receipt Arx, LLC, dated October 16, 2014	DVC000022
9	Arx LLC, Invoice No.: 0531, dated September 24, 2014	DVC000023
10	Arx LLC, Invoice No.: 0535, dated October 1, 2014	DVC000024
11	Arx, LLC, Structural Engineering Memorandum, dated September 23, 2014	DVC000025-DVC000028
12	Arx, LLC, Professional Services Agreement, dated September 18, 2014	DVC000029-DVC000030
13	DVC Receipt for Burnham Painting & Drywall Corp., dated September 23, 2014	DVC000031
14	Burnham Painting & Drywall Corp. Proposal, dated September 23, 2014	DVC000032
15	Burnham Painting & Drywall Corp., Unconditional Waiver and Release Upon Final Payment, dated May 22, 2015	DVC000033
16	DVC Receipt for Burnham Painting & Drywall, Final Check, dated April 22, 2015	DVC000034
17	Email Chain between Gordon Lapointe and Rachelle Elliston, Re: Payment, dated April 24, 2015	DVC000035-DVC000037
18	Letter from State Contractors Board, dated April 27, 2015	DVC000038
19	Letter from State Contractors Board, dated April 6, 2015	DVC000039
20	Consumer Complaint Form, dated March 30, 2015	DVC000040-DVC000041
21	Letter from State Contractors Board, dated March 30, 2015	DVC000042-DVC000051
22	Email Chain between Toni Burnham and Rachel Elliston, Re: Invoice 19477, dated April 3, 2015	DVC000052
23	DVC Receipt for Central Valley Insulation, dated April 16, 2015	DVC000053
24	Comfort Home Appliance, Invoice No.: 07335, dated August 25, 2015	DVC000054
25	Email from Bank of America to Diana Cerda, Re: Receipt for Comfort Home Appliance, dated September 2, 2014	DVC000055
26	West Coast Concrete, Inc., BID Proposal and Contract Agreement, dated April 23, 2015	DVC000056-DVC000057
27	Desert Home Electric, Inc., Conditional Waiver and Release upon Progress Payment, dated October 21, 2014	DVC000058
28	Desert Home Electric, Inc., Labor/Material from Stock Release	DVC000059
	DVC Receipt for Custom Landau, June 8, 2015	DVC000060
	Custom Landau, Approved Invoice 5799, dated April 8, 2015	DVC000061

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1	Custom Landau, Invoice 5179, dated February 25, 2015	DVC000062
2	Custom Landau, Paid Out of Stock Material Certificated, dated April 8, 2015	DVC000063
3	Custom Landau, Conditional Waiver and Release Upon Final Payment, dated April 8, 2015	DVC000064
4	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000065
5	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000066
6	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000067
7	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000068
8	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 11, 2014	DVC000069
9	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000070
10	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000071
11	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000072
12	Crescent Electric Supply Company, Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000073
13	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000074
14	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000075
15	Desert Home Electric, Inc., Invoice No.: 14119, dated December 16, 2014	DVC000076
16	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 16, 2014	DVC000077
17	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 16, 2014	DVC000078
18	Desert Home Electric, Inc., Approved Quote and Purchase Order Request, dated December 3, 2014	DVC000079
19	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000080
20	Desert Home Electric, Inc., Letter Re: Phase 1 – Scope of Work for Wire Certification, dated September 24, 2014	DVC000081
21	Desert Home Electric, Inc., Invoice No.: 13957, dated October 21, 2014	DVC000082
22	Desert Home Electric, Inc., Labor/Material Stock Release, dated October 21, 2014	DVC000083
23	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000084
24	Desert Home Electric, Inc., Invoice No.: 14079 dated December 5, 2014	DVC000085
25	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 5, 2014	DVC000086
26	Desert Home Electric, Inc., Breakdown – Master Form, dated December 24, 2014	DVC000087
27	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated January 23, 2015	DVC000088
28	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000089

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1	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000090
2	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000091
3	DVC Receipt for Desert Home Electric, Inc., dated July 24, 2015	DVC000092
4	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000093
5	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000094
6	DVC Check History for Desert Home Electric, Inc., dated February 18, 2015	DVC000095
7	Desert Home Electric, Inc., Invoice No.: 14616 dated May 26, 2015	DVC000096
8	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000097
9	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000098
10	Desert Home Electric, Inc., Invoice No.: 14079, dated December 5, 2014	DVC000099
11	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated December 5, 2014	DVC000100
12	Desert Home Electric, Inc., Invoice No., 14103, dated December 11, 2014	DVC000101
13	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 11, 2014	DVC000102
14	DVC Check History for Desert Home Electric, Inc., dated March 18, 2015	DVC000103
15	Desert Home Electric, Inc., Quote No.: 51216B, dated June 12, 2015	DVC000104
16	Desert Home Electric, Inc., Quote No.: 51216C, dated June 12, 2015	DVC000105
17	Desert Home Electric, Inc., Approved Quote, dated August 12, 2015	DVC000106
18	City of Henderson, Subcontractor Registration for Desert Home Electric, Inc.	DVC000107
19	DVC's Subcontract with Desert Home Electric, Inc.	DVC000108-DVC000113
20	Desert Home Electric, Inc., Put House Back Together – High Voltage, dated November 18, 2014	DVC000114-DVC000115
21	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000116
22	Desert Home Electric, Inc., Dielectric Test, dated October 21, 2014	DVC000117-DVC000119
23	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000120
24	Notice of Right to Lien (Private Work), Crescent Electric Supply Co. Inc.	DVC000121-DVC000122
25	Email chain between Steve Raleigh and Diana Cerda, dated October 20, 2014	DVC000123
26	Notice of Right to Lien and Request for Receipt of Notice of Completion, Desert Lumber, dated September 19, 2014	DVC000124
27	DVC Receipt for Desert Lumber, dated January 30, 2015	DVC000125
28	Desert Lumber, Invoice No. 612380, dated December 3, 2014	DVC000126
	Desert Lumber, Invoice No. 613425, dated December 18, 2014	DVC000127
	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated July 17, 2015	DVC000128
	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213613, dated July 1, 2015	DVC000129

1	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213864, dated July 1, 2015	DVC000130
2	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated January 1, 2015	DVC000131
3	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209189, dated December 31, 2014	DVC000132
4	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated February 12, 2015	DVC000133
5	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209739, dated January 31, 2015	DVC000134
6	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated March 16, 2015	DVC000135
7	Las Vegas Toilet Rentals, Inc., Invoice No.: A-210302 dated February 28, 2015	DVC000136
8	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000137
9	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000138
10	Diva Interior Concepts, LLC, Estimate No.: 1132, dated March 11, 2015	DVC000139
11	Diva Interior Concepts, LLC, Estimate No.: 1133, dated March 16, 2015	DVC000140
12	DVC Letter to Diva Interior Concepts, LLC, dated October 31, 2014, not signed	DVC000141
13	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment	DVC000142
14	DVC's Subcontract with Diva Interior Concepts, LLC	DVC000143-DVC000146
15	DVC Receipt for Diva Interior Concepts, LLC, dated April 20, 2015	DVC000147
16	DVC Receipt for Diva Interior Concepts, LLC, dated October 31, 2014	DVC000148
17	Diva Interior Concepts, LLC, Proposal, dated September 10, 2014	DVC000149-DVC000150
18	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment, Signed	DVC000151
19	Diva Interior Concepts, LLC, Estimate No.: 1137, dated April 14, 2015	DVC000152
20	DVC Receipt for Diva Interior Concepts, LLC, dated May 1, 2014	DVC000153
21	Diva Interior Concepts, LLC, Invoice No.: 451, dated April 24, 2015	DVC000154; DVC000159; DVC000160
22	Diva Interior Concepts, LLC, Invoice No.: 450, dated April 21, 2015	DVC000155-DVC000156
23	Diva Interior Concepts, LLC, Estimate No.: 1136, dated April 13, 2015	DVC000157
24	DVC Receipt for Diva Interior Concepts, LLC, dated May 8, 2015	DVC000159
25	DVC Receipt for Diva Interior Concepts, LLC, dated July 9, 2015	DVC000161
26	Diva Interior Concepts, LLC, Invoice No.: 417, dated January 5, 2015	DVC000162; DVC000163
27	Diva Interior Concepts, LLC, Invoice 485, dated July 6, 2015	DVC000164
28	Diva Interior Concepts, LLC, Statement, dated June 15, 2015	DVC000165
	DVC Receipt for Diva Interior Concepts, LLC, dated July 17, 2015	DVC000166

SUPP000041

1	Diva Interior Concepts, LLC, Statement, dated July 15, 2015	DVC000167
2	DVC Receipt for Diversified Protection Systems, Inc., dated May 13, 2015	DVC000168
3	Diversified Protection Systems, Inc., Invoice No.: 104476, dated September 25, 2014	DVC000169; DVC000170
4	Diversified Protection Systems, Inc., Estimate No.: 3666, dated September 25, 2014	DVC000171
5	Email chain between Diana Cerda and Diversified Protection Systems, Inc., Re: Inose -587 St Croix, dated November 11, 2014	DVC000172-DVC000173
6	DVC's Subcontract with Diversified Protection Systems, Inc., dated October 21, 2014	DVC000174-DVC000184
7	Email chain between Roy Heaton and Diana Cerda, Re: Inose Request (Change Orders), dated January 8, 2015	DVC000185
8	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000186-DVC000199
9	Eagle Sentry, Proposal 8076-00, dated December 17, 2014	DVC000200-DVC000201
10	Eagle Sentry, Proposal 8076-00 Change Order 5, dated January 5, 2015	DVC000202
11	Eagle Sentry, Proposal 8076-00 Change Order 2, dated November 13, 2014	DVC000203
12	Eagle Sentry, Proposal 8076-00 Change Order 1, dated October 16, 2014	DVC000204-DVC000206
13	Eagle Sentry, Proposal 8076-00 Change Order 7, dated July 28, 2015	DVC000207
14	Eagle Sentry, Proposal 8076-00 Change Order 8, dated July 28, 2015	DVC000208
15	Eagle Sentry, Proposal 8076-00, dated August 27, 2014	DVC000209-DVC000212
16	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000213-DVC000214
17	DVC's Subcontract with Eagle Sentry, dated October 3, 2014	DVC000215-DVC000225
18	DVC Receipt for Eagle Sentry, dated November 19, 2014	DVC000226
19	Eagle Sentry Material Release, Invoice 159141, dated November 25, 2014	DVC000227
20	DVC Receipt for Eazylift Elevators, dated July 2, 2015	DVC000228;
21	Eazylift Elevators, Labor Payment Affidavit, dated June 1, 2015	DVC000229
22	Eazylift Elevators, Out of Stock Material Certification, dated June 1, 2015	DVC000230
23	Eazylift Elevators, Invoice No.: INV-162940, dated June 8, 2015	DVC000231
24	Efficient Space Planning, Change Order 1, dated April 29, 2015	DVC000232
25	Efficient Space Planning, Invoice No.: 112514, dated August 28, 2014	DVC000233
26	Efficient Space Planning Drawings	DVC000234-DVC000236
27	DVC Receipt for Efficient Space Planning, dated November 19, 2014	DVC000237
28	Efficient Space Planning Material Suppliers	DVC000238
	Firehouse Electric, Invoice No.: 1606, dated September 10, 2014	DVC000239
	HY-Bar, Change Order, dated December 18, 2014	DVC000240
	HY-Bar, Proposal, dated November 5, 2014	DVC000241-DVC000242
	HY-Bar, Change Order, dated January 5, 2015	DVC000243
	HY-Bar, Proposal, dated August 28, 2014	DVC000244-DVC000249
	DVC Receipt for HY-Bar, dated March 17, 2015	DVC000250; DVC000254

SUPP000042

1	HY-Bar, Proposal, Invoice No.: 5978, dated February 25, 2015	DVC000251
2	HY-Bar, Materials from Paid Stock, dated March 3, 2015	DVC000252; DVC000255
3	HY-Bar, Conditional Waiver and Release Upon Progress Payment, dated March 3, 2015	DVC000253
4	DVC Receipt for HY-Bar, dated March 26, 2015	DVC000256
5	HY-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000257
6	Hy-Bar, Conditional Waiver and Release Upon Progress Payment, dated April 17, 2015	DVC000258
7	Hy-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000259
8	DVC Receipt for Hy-Bar, dated April 16, 2015	DVC000260
9	Hy-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000261
10	Hy-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000262
11	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000263
12	Hy-Bar, Invoice No.: 6328, dated April 1, 2015	DVC000264
13	Hy-Bar, Job No.: 106404, dated August 8, 2014	DVC000265
14	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000266
15	HY-Bar, Change Order, dated April 22, 2015	DVC000267
16	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000268
17	HY-Bar, Change Order, dated April 22, 2015	DVC000269
18	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000270
19	Unknown Invoice, dated November 17, 2014	DVC000271
20	HY-Bar, Materials from Stock Paid, dated November 25, 2014	DVC000272; DVC000273; DVC000275
21	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000274
22	HY-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000276
23	HY-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000277
24	HY-Bar, Invoice 5977, dated February 25, 2015	DVC000278
25	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000279
26	DVC Receipt for Hy-Bar, dated August 7, 2015	DVC000280
27	DVC Receipt for Hy-Bar, dated November 19, 2015	DVC000281; DVC000282
28	Macrotec Consulting, LLC, Microbial Investigation Report	DVC000283-DVC000305
	Efficient Space Planning, Invoice No. 2081, dated November 24, 2014	DVC000306
	Efficient Space Planning, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000307
	Efficient Space Planning Material Supplies	DVC000308
	DVC's Subcontract with Efficient Space Planning	DVC000309-DVC000319
	Eagle Sentry, Service Invoice No.: 159141, dated October 21, 2014	DVC000320
	Eagle Sentry, Materials Release, dated November 25, 2014	DVC000321
	Eagle Sentry, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000322
	Summit Tile & Stone, Invoice No.: 1314, dated July 28, 2015	DVC000323
	Summit Tile & Stone, Approved Proposal, dated April 29, 2015	DVC000324-DVC000326
	DVC Receipt for Perfect Picture TV Repair, dated August 18, 2014	DVC000327
	Perfect Picture TV Repair, Lead Tech Worksheet, dated August 18, 2014	DVC000328

SUPP000043

1	Perfect Picture TV Repair, Invoice, dated August 18, 2014	DVC000329-DVC000340
2	Precision Plumbing, Invoice No.: 39739, dated August 4, 2014	DVC000341
3	DVC A/R History Report, dated August 8, 2015	DVC000342
4	DVC Receipt for PS of Las Vegas, LLC, dated July 2, 2015	DVC000343
5	ProSource of Las Vegas, Estimate, dated May 14, 2015	DVC000344
6	Silver State Insulation, Proposal No.: I3854, dated August 15, 2014	DVC000345
7	Email from Dustin Dreier to Diana Cerda, Re: Proposal, dated August 25, 2014	DVC000346
8	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000347
9	Sunrise Service, Inc., Invoice No.: A142549, dated September 26, 2014	DVC000348
10	Sunrise Service, Inc., Invoice No.: A142541, dated September 23, 2014	DVC000349
11	Sunrise Service, Inc., Invoice No.: A142545, dated September 24, 2014	DVC000350
12	Sunrise Mechanical, Inc., Proposal, dated August 21, 2014	DVC000351
13	Letter from Sunrise Mechanical, Inc., dated November 25, 2014	DVC000352
14	City of Henderson, Sunrise Mechanical, Inc.	DVC000353
15	City of Henderson, Sunrise Services, Inc.	DVC000354
16	DVC's Subcontract with Sunrise Service, Inc.	DVC000355-DVC000365
17	Sunrise Service, Inc., Billed Jobs and Estimates	DVC000366-DVC000374; DVC000376-DVC000378
18	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000375
19	DVC's Subcontract with Eazylift Elevators	DVC000379-DVC000387
20	DVC's Subcontract with Hy-Bar Windows and Doors	DVC000388-DVC000396
21	DVC's Subcontract with Summit Tile & Stone, LLC	DVC000397-DVC000407
22	Email from Daniel Merrit to Rachelle Elliston and Tina Dyba, Re: Countertops, dated May 13, 2015	DVC000408
23	Silver State Specialties, LLC, Proposal, dated July 22, 2015	DVC000409
24	West Coast Concrete, Inc., Bid Proposal and Contract, dated March 25, 2015	DVC000410
25	West Coast Concrete, Inc., Conditional Waiver and Release Upon Progress Payment, dated August 27, 2015	DVC000411
26	Wilshire Refrigeration & Appliance, Inc., Invoice No.: 135135, dated September 26, 2014	DVC000412-DVC000416
27	DVC Work Order Report, 2014-10-22-1809	DVC000417-DVC000484
28	DVC Inose Construction Schedule	DVC000485-DVC000486
	Email from Daniel Merritt to Rachel Elliston and Diana Cerda, Re: Follow Up, dated December 4, 2014	DVC000487
	ServePro File	DVC000488-DVC000490
	Notice of Right to Lien	DVC000491-DVC000492
	Fed Receipt	DVC000493
	DVC Receipt, dated December 15, 2014	DVC000494
	DVC Receipt for Perfect Picture TV Repair	DVC000495
	Letter from SCA Design, LLC	DVC000496
	City of Henderson, Request for Copies of Copyrighted Records, dated September 16, 2014	DVC00497

SUPP000044

1	DVC Work Order Report, ROB'S-NEW	DVC000499-DVC000500
2	DVC Receipt for City of Henderson, dated September 26, 2014	DVC000501
3	DVC Work Order Report, INOSE-ROBSUPP	DVC000502-DVC000507
4	City of Henderson, Residential Building Incident Repair Permit	DVC000508-DVC000515
5	City of Henderson, Permit Inspection History	DVC000516-DVC000518
6	City of Henderson, Building and Fire Safety	DVC000519-DVC000521
7	City of Henderson, Permit	DVC000522
8	DVC Employment Payroll and Timesheets for Robert Ramirez	DVC000523-DVC000572
9	DVC A/P Check History, dated October 29, 2014	DVC000573
10	DVC Receipts on Account, dated September 11, 2014	DVC000574
11	DVC Invoice No.: 63718, dated October 4, 2015	DVC000575
12	Check from IN-LO Properties, LLC, dated September 10, 2015	DVC000576
13	DVC Receipts on Account, dated July 8, 2015	DVC000577
14	DVC Invoice No.: 63444, dated October 16, 2015	DVC000578-DVC000579
15	DVC A/R Check History, dated March 18, 2015	DVC000580
16	DVC Invoice No.: 63066, dated November 7, 2014	DVC000581
17	DVC Invoice No.: 63067, dated October 8, 2014	DVC000582
18	Check from IN-LO Properties, LLC, dated October 22, 2014	DVC000583
19	DVC Receipts on Account, dated March 17, 2015	DVC000584
20	DVC Invoice No.: 63255, dated January 22, 2015	DVC000585
21	DVC Receipts on Account, dated January 20, 2015	DVC000586
22	DVC Invoice No.: 63255, dated January 8, 2015	DVC000587
23	DVC Receipts on Account, dated September 25, 2014	DVC000588
24	Check from IN-LO Properties, LLC, dated September 24, 2014	DVC000589
25	DVC Invoice No.: 63039, dated September 24, 2014	DVC000590
26	Preliminary Notice, dated May 21, 2015	DVC000591
27	DVC Employee Payroll Report	DVC000592
28	Letter from DVC to Unknown, dated October 14, 2015	DVC000593-DVC000594
	DVC Invoice No.: 63052, dated October 2, 2014	DVC000595
	DVC Work Order Report, INOSE-FULL-BID3	DVC000596-DVC000673
	Email from Brian Lynch to Diana Cerda, dated September 5, 2014	DVC000674-DVC000675
	Email from Diana Cerda to Brian Lynch, dated August 20, 2014	DVC000676
	Email from Daniel Merritt and Nelida Morey, Re: Additional Help with Inose, dated August 15, 2014	DVC000677
	Email from Diana Cerda to Daniel Merritt, Re: Inose – Claim # 00514151370, dated October 2, 2014	DVC000678
	Email from Daniel Merritt to Diana Cerda, Re: Site Inspection, dated September 16, 2014	DVC000679
	Email chain between Robert Ramirez and Tina Dyba, Re: Hit List, dated May 12, 2015	DVC000680-DVC000683
	Email from Tina Dyba to Daniel Merritt, Re: Slab Selection, dated June 4, 2015	DVC000684
	Job Cost and Billing Detail	DVC000685-706

III.

PLAINTIFFS RESERVE THEIR RIGHT TO SUPPLEMENT

Plaintiff/Counter-defendant incorporates each and every document provided by all parties hereto pursuant to N.R.C.P. 16.1 as set forth herein. Plaintiff/Counter-defendant reserves the right to supplement this list of witnesses as discovery is continuing.

DATED this 19 of May, 2017.

HURTIK LAW & ASSOCIATES


CARRIE E. HURTIK, ESQ.

Nevada Bar No. 7028

JONATHAN R. PATTERSON, ESQ.

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Attorneys for Plaintiff/Counter-defendant,

DESERT VALLEY CONTRACTING, INC.

CERTIFICATE OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, NANCY RAMIREZ, 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 7866 West Sahara Avenue, Las Vegas, Nevada 89117.

On May 19, 2017, I served the document described as: **PLAINTIFF/COUNTER-DEFENDANT, DESERT VALLEY CONTRACTING, INC.'S FIRST SUPPLEMENT TO INITIAL DISCLOSURES OF WITNESSES AND EXHIBITS PURSUANT TO NRCP 16.1** on the party listed below:

HOLLEY DRIGGS WALCH FINE WRAY PUZEY & THOMPSON
Brian W. Boschee, Esq.
William N. Miller, Esq.
400 South Fourth Street, 3rd Floor
Las Vegas, Nevada 89101
Attorney for Defendants,
EUGENE INOSE & IN-LO PROPERTIES

☒ **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 Wiznet, pursuant to EDCR 8.05, to the electronic mail address as last given by that person on any 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. A confirmation of the transmission containing the electronic mail address(es) to which the document(s) was/were transmitted will be maintained with the document(s) served.

I declare under penalty of perjury that the foregoing is true and correct.
Executed at Las Vegas, Nevada on May 19, 2017


NANCY RAMIREZ, an employee of
HURTIK LAW & ASSOCIATES

SUPP000047

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
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SUBJOB: CTC - CTC & MAT- INOSE

** BASE BUDGET **

CODE: 00 UNCODED

874-0001	CA	12/15/14	Check# 13758	Eugene Inose					1000.00		
679-0115	AP	02/23/15	Inv# 4739944	Lowes Commercial Services		29.68					
679-0109	AP	02/26/15	Inv# 64973506	Lowes Commercial Services		74.64					
679-0110	AP	02/27/15	Inv# 47059887	Lowes Commercial Services		112.95					
684-0072	AP	04/23/15	Inv# 26810376	Lowes Commercial Services		291.57					
972-0066	CA	10/23/15	cc/oct/000372	Lowes Commercial Services		32.75					
675-0301	CA	10/23/15	cc/oct/000 Reversed	Lowes Commercial Services		-32.75					
055-0007	AP	11/04/15	Inv# 02623	Lowes Commercial Services		56.57					
055-0008	AP	11/04/15	Inv# 02428	Lowes Commercial Services		65.49					
055-0009	AP	11/04/15	Inv# 02829	Lowes Commercial Services		27.00					
055-0010	AP	11/07/15	Inv# 02681	Lowes Commercial Services		63.21					
CODE 00	TOTALS:			COST TOTALS:	1721.11	0.00	721.11	0.00	0.00	1000.00	0.00
				BUDGET:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				REMAINING:	-1721.11	0.00	-721.11	0.00	0.00	-1000.00	0.00

CODE: 01 Painting

398-0012	CA	09/22/14	Check# 092214	Lowes Commercial Services		34.98				
398-0010	CA	09/30/14	Check# 093014	Lowes Commercial Services		167.44				
200-0010	CA	10/29/14	Check# 102914	Lowes Commercial Services		143.99				
129-0001	PS	10/31/14	16.67 hr + 28% Burd	Jonatan Ambrocio	256.05					
156-0001	PS	11/28/14	8.00 hr + 28% Burd	Nemesio Mendoza	153.60					
134-0015	AP	01/20/15	Inv# 2204-3	Sherwin Williams Paint		56.85				
134-0002	AP	01/26/15	Inv# 19477	Burnham Painting & Drywall		15269.00				
132-0004	AP	01/27/15	Inv# 012715	The Home Depot		73.10				
161-0006	CA	01/27/15	Check# 012715	The Home Depot		73.10				
164-0013	CA	01/27/15	012715 Reversed	The Home Depot		-73.10				
194-0012	AP	01/27/15	Inv# 012715	The Home Depot		73.10				
124-0001	PS	01/30/15	25.00 hr + 28% Burd	Noe Pineda	960.00					
124-0001	PS	01/30/15	25.00 hr + 28% Burd	Miguel Rubio	960.00					
124-0001	PS	01/30/15	25.00 hr + 28% Burd	Jose Luis Marquez	960.00					
167-0001	PS	02/06/15	16.00 hr + 28% Burd	Cristian Gonzales	409.60					
167-0001	PS	02/06/15	30.00 hr + 28% Burd	Jose Luis Marquez	921.60					
167-0001	PS	02/06/15	30.00 hr + 28% Burd	Noe Pineda	921.60					
167-0001	PS	02/06/15	30.00 hr + 28% Burd	Miguel Rubio	921.60					
134-0010	AP	02/12/15	Inv# 1006-4	Sherwin Williams Paint		109.81				
131-0001	PS	02/13/15	25.00 hr + 28% Burd	Cristian Gonzales	512.00					
131-0001	PS	02/13/15	25.70 hr + 28% Burd	Noe Pineda	921.09					
131-0001	PS	02/13/15	30.00 hr + 28% Burd	Jose Luis Marquez	921.60					
131-0001	PS	02/13/15	30.00 hr + 28% Burd	Miguel Rubio	921.60					
188-0001	PS	02/20/15	30.00 hr + 28% Burd	Noe Pineda	921.60					
188-0001	PS	02/20/15	30.00 hr + 28% Burd	Jose Luis Marquez	921.60					
188-0001	PS	02/20/15	30.00 hr + 28% Burd	Miguel Rubio	921.60					
188-0001	PS	02/20/15	24.00 hr + 28% Burd	Cristian Gonzales	460.80					
152-0001	PS	02/27/15	24.00 hr + 28% Burd	Miguel Rubio	921.60					
152-0001	PS	02/27/15	24.00 hr + 28% Burd	Jose Luis Marquez	921.60					
152-0001	PS	02/27/15	24.00 hr + 28% Burd	Noe Pineda	921.60					

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
552-0001	PS	02/27/15	24.00 hr + 28% Burd	Cristian Gonzales	460.80					
626-0001	PS	03/06/15	30.00 hr + 28% Burd	Miguel Rubio	921.60					
626-0001	PS	03/06/15	30.00 hr + 28% Burd	Jose Luis Marquez	921.60					
626-0001	PS	03/06/15	30.00 hr + 28% Burd	Noe Pineda	921.60					
626-0001	PS	03/06/15	24.00 hr + 28% Burd	Cristian Gonzales	460.80					
626-0001	PS	03/06/15	25.00 hr + 28% Burd	Rafael Chavez	448.00					
626-0001	PS	03/06/15	6.67 hr + 28% Burd	Gabino Delgado	256.13					
931-0013	AP	03/09/15	Inv# 4855-6	Sherwin Williams Paint		58.24				
696-0001	PS	03/13/15	12.00 hr + 28% Burd	Sergio Reyes	245.76					
696-0001	PS	03/13/15	12.00 hr + 28% Burd	Efrain Rivera	245.76					
696-0001	PS	03/13/15	12.00 hr + 28% Burd	Jorge Vargas Cerpa	245.76					
696-0001	PS	03/13/15	20.00 hr + 28% Burd	Rafael Chavez	448.00					
696-0001	PS	03/13/15	24.00 hr + 28% Burd	Cristian Gonzales	460.80					
696-0001	PS	03/13/15	30.00 hr + 28% Burd	Noe Pineda	921.60					
696-0001	PS	03/13/15	30.00 hr + 28% Burd	Jose Luis Marquez	921.60					
696-0001	PS	03/13/15	30.00 hr + 28% Burd	Miguel Rubio	921.60					
931-0004	AP	03/13/15	Inv# 5076-8	Sherwin Williams Paint		19.41				
931-0005	AP	03/13/15	Inv# 5093-3	Sherwin Williams Paint		19.41				
742-0001	PS	03/20/15	19.08 hr + 28% Burd	Jose Luis Marquez	537.29					
742-0001	PS	03/20/15	14.00 hr + 28% Burd	Noe Pineda	358.40					
742-0001	PS	03/20/15	5.15 hr + 28% Burd	Miguel Rubio	179.30					
105-0010	AP	03/24/15	Inv# 2154-9	Sherwin Williams Paint		29.42				
105-0009	AP	03/26/15	Inv# 5710-2	Sherwin Williams Paint		2480.45				
105-0003	AP	03/31/15	Inv# 4844-4	Sherwin Williams Paint		461.70				
009-0009	CA	04/01/15	Check# 040115	The Home Depot		100.65				
104-0002	AP	04/01/15	Inv# 2567-2	Sherwin Williams Paint		164.96				
664-0042	CA	04/01/15	040115 Reversed	The Home Depot		-100.65				
694-0041	AP	04/01/15	Inv# 040115	The Home Depot		100.65				
103-0004	AP	04/02/15	Inv# 6123-7	Sherwin Williams Paint		231.56				
928-0001	PS	04/03/15	12.00 hr + 28% Burd	Reynaldo Martinez Triqueros	245.76					
328-0001	PS	04/03/15	10.00 hr + 28% Burd	Ricardo Pena	217.60					
328-0001	PS	04/03/15	12.00 hr + 28% Burd	Jorge Vargas Cerpa	245.76					
328-0001	PS	04/03/15	12.00 hr + 28% Burd	Efrain Rivera	245.76					
328-0001	PS	04/03/15	12.00 hr + 28% Burd	Sergio Reyes	245.76					
102-0004	AP	04/07/15	Inv# 6352-2	Sherwin Williams Paint		506.33				
300-0001	PS	04/10/15	20.00 hr + 28% Burd	Ricardo Pena	384.00					
300-0001	PS	04/10/15	24.00 hr + 28% Burd	Jorge Vargas Cerpa	614.40					
300-0001	PS	04/10/15	25.00 hr + 28% Burd	Pedro Vargas	448.00					
300-0001	PS	04/10/15	30.00 hr + 28% Burd	Reynaldo Martinez Triqueros	537.60					
300-0001	PS	04/10/15	25.00 hr + 28% Burd	Leonel Archila	512.00					
300-0001	PS	04/10/15	25.00 hr + 28% Burd	Gonzalo Sierra	672.00					
300-0001	PS	04/10/15	25.00 hr + 28% Burd	Gillermo Urbina	448.00					
300-0001	PS	04/10/15	15.00 hr + 28% Burd	Rafael Chavez	384.00					
300-0001	PS	04/10/15	12.00 hr + 28% Burd	Efrain Rivera	307.20					
300-0001	PS	04/10/15	12.00 hr + 28% Burd	Sergio Reyes	307.20					
63-0003	CA	04/16/15	Check# 14173	Renee Marquez		21.59				
62-0001	PS	04/17/15	25.00 hr + 28% Burd	Jorge Vargas Cerpa	768.00					
62-0001	PS	04/17/15	20.84 hr + 28% Burd	Ricardo Pena	640.20					
62-0001	PS	04/17/15	25.00 hr + 28% Burd	Gillermo Urbina	512.00					
62-0001	PS	04/17/15	24.00 hr + 28% Burd	Rafael Chavez	614.40					
62-0001	PS	04/17/15	24.00 hr + 28% Burd	Gonzalo Sierra	614.40					
62-0001	PS	04/17/15	24.00 hr + 28% Burd	Reynaldo Martinez Triqueros	614.40					

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
962-0001	PS	04/17/15	24.00 hr + 28% Burd	Sergio Cervantes	614.40					
105-0017	AP	04/17/15	Inv# 3309-8	Sherwin Williams Paint		258.79				
301-0020	CA	04/23/15	Check# 042315	Lowes Commercial Services		291.57				
675-0082	CA	04/23/15	042315 Reversed	Lowes Commercial Services		-291.57				
031-0001	PS	04/24/15	13.16 hr + 28% Burd	Jorge A. Lugo	640.10					
031-0001	PS	04/24/15	25.00 hr + 28% Burd	Rafael Chavez	256.00					
031-0001	PS	04/24/15	12.00 hr + 28% Burd	Reynaldo Martinez Triqueros	245.76					
031-0001	PS	04/24/15	16.00 hr + 28% Burd	Jorge Vargas Cerpa	307.20					
506-0001	AP	04/30/15	Inv# 3981-4	Sherwin Williams Paint		82.48				
101-0001	PS	05/01/15	24.00 hr + 28% Burd	Jorge Vargas Cerpa	460.80					
101-0001	PS	05/01/15	20.00 hr + 28% Burd	Rafael Chavez	512.00					
101-0001	PS	05/01/15	24.00 hr + 28% Burd	Efrain Rivera	460.80					
101-0001	PS	05/01/15	24.00 hr + 28% Burd	Reynaldo Martinez Triqueros	460.80					
102-0002	AP	05/01/15	Inv# 2974-0 04/10/15	Sherwin Williams Paint		541.18				
185-0001	PS	05/08/15	16.00 hr + 28% Burd	Jorge Vargas Cerpa	307.20					
185-0001	PS	05/08/15	16.00 hr + 28% Burd	Reynaldo Martinez Triqueros	245.76					
185-0001	PS	05/08/15	16.00 hr + 28% Burd	Efrain Rivera	245.76					
185-0001	PS	05/08/15	16.00 hr + 28% Burd	Gillermo Urbina	307.20					
185-0001	PS	05/08/15	20.00 hr + 28% Burd	Rafael Chavez	448.00					
254-0010	AP	05/13/15	Inv# 2411401.0 02/16	REW Materials		257.71				
293-0001	PS	05/15/15	28.00 hr + 28% Burd	Rafael Chavez	537.60					
293-0001	PS	05/15/15	20.00 hr + 28% Burd	Gillermo Urbina	486.40					
293-0001	PS	05/15/15	24.00 hr + 28% Burd	Efrain Rivera	491.52					
293-0001	PS	05/15/15	20.00 hr + 28% Burd	Reynaldo Martinez Triqueros	486.40					
293-0001	PS	05/15/15	30.00 hr + 28% Burd	Jorge Vargas Cerpa	614.40					
692-0002	AP	05/20/15	Inv# 8508-7	Sherwin Williams Paint		58.24				
692-0017	AP	05/21/15	Inv# 6839-2	Sherwin Williams Paint		38.38				
365-0005	AP	05/22/15	Inv# 7765-4 0505/15	Sherwin Williams Paint		453.90				
365-0006	AP	05/22/15	Inv# 7766-2 05/05/15	Sherwin Williams Paint		10.80				
592-0014	AP	05/26/15	Inv# 8818-0	Sherwin Williams Paint		1607.56				
592-0016	AP	05/26/15	Inv# 5247-8	Sherwin Williams Paint		209.34				
592-0011	AP	05/28/15	Inv# 5313-8	Sherwin Williams Paint		65.72				
405-0001	PS	05/29/15	20.00 hr + 28% Burd	Jorge Vargas Cerpa	486.40					
405-0001	PS	05/29/15	24.00 hr + 28% Burd	Reynaldo Martinez Triqueros	368.64					
405-0001	PS	05/29/15	24.00 hr + 28% Burd	Efrain Rivera	368.64					
405-0001	PS	05/29/15	24.00 hr + 28% Burd	Gillermo Urbina	368.64					
405-0001	PS	05/29/15	20.00 hr + 28% Burd	Rafael Chavez	486.40					
592-0010	AP	05/29/15	Inv# 5379-9	Sherwin Williams Paint		183.25				
134-0001	CA	06/02/15	Check# 14360	Renee Marquez		49.97				
134-0002	CA	06/02/15	Check# 14361	Rodolfo Rubio		105.16				
134-0003	CA	06/02/15	Check# 14362	Juan Plancarte		61.84				
134-0023	AP	06/03/15	Inv# 9244-8	Sherwin Williams Paint		234.14				
398-0001	AP	06/04/15	Inv# 9330-5A	Sherwin Williams Paint		102.05				
157-0001	PS	06/05/15	24.00 hr + 28% Burd	Leonel Archila	614.40					
157-0001	PS	06/05/15	25.00 hr + 28% Burd	Pedro Vargas	614.40					
157-0001	PS	06/05/15	22.00 hr + 28% Burd	Gillermo Urbina	563.20					
157-0001	PS	06/05/15	25.00 hr + 28% Burd	Efrain Rivera	640.00					
157-0001	PS	06/05/15	24.00 hr + 28% Burd	Reynaldo Martinez Triqueros	614.40					
157-0001	PS	06/05/15	25.00 hr + 28% Burd	Jorge Vargas Cerpa	768.00					
157-0001	PS	06/05/15	30.00 hr + 28% Burd	Sergio Reyes	614.40					
138-0001	PS	06/12/15	25.00 hr + 28% Burd	Rafael Chavez	768.00					
138-0001	PS	06/12/15	20.00 hr + 28% Burd	Leonel Archila	491.52					

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
538-0001	PS	06/12/15	20.00 hr + 28% Burd	Gillermo Urbina	491.52					
538-0001	PS	06/12/15	20.00 hr + 28% Burd	Sergio Reyes	491.52					
538-0001	PS	06/12/15	20.00 hr + 28% Burd	Efrain Rivera	491.52					
538-0001	PS	06/12/15	20.00 hr + 28% Burd	Reynaldo Martinez Triqueros	491.52					
538-0001	PS	06/12/15	25.00 hr + 28% Burd	Jorge Vargas Cerpa	768.00					
834-0027	AP	06/16/15	Inv# 0075-5	Sherwin Williams Paint		113.61				
910-0006	AP	06/18/15	Inv# 0235-5	Sherwin Williams Paint		73.36				
573-0001	PS	06/19/15	25.00 hr + 28% Burd	Rafael Chavez	576.00					
647-0001	PS	06/26/15	25.00 hr + 28% Burd	Jorge Vargas Cerpa	768.00					
834-0019	AP	06/30/15	Inv# 0910-3	Sherwin Williams Paint		65.38				
834-0020	AP	06/30/15	Inv# 9118-4	Sherwin Williams Paint		915.61				
742-0001	PS	07/10/15	8.72 hr + 28% Burd	Rafael Chavez	191.97					
742-0001	PS	07/10/15	10.00 hr + 28% Burd	Jorge Vargas Cerpa	153.60					
742-0001	PS	07/10/15	12.00 hr + 28% Burd	Pedro Vargas	153.60					
836-0001	PS	07/24/15	3.74 hr + 28% Burd	Rene Marquez	128.06					
836-0001	PS	07/24/15	30.00 hr + 28% Burd	Jorge Vargas Cerpa	921.60					
144-0024	CA	08/07/15	Check# 080715	Lowes Commercial Services		141.39				
675-0210	CA	08/07/15	080715 Reversed	Lowes Commercial Services		-141.39				
260-0003	AP	08/12/15	Inv# 0144-3	Sherwin Williams Paint		100.51				
260-0004	AP	08/13/15	Inv# 0102-9	Sherwin Williams Paint		27.28				
260-0020	AP	08/18/15	Inv# 3612-2	Sherwin Williams Paint		93.29				
030-0001	PS	08/21/15	5.00 hr + 28% Burd	Jose Luis Marquez	153.60					
030-0001	PS	08/21/15	5.77 hr + 28% Burd	Miguel Rubio	192.03					
030-0001	PS	08/21/15	5.65 hr + 28% Burd	Noe Pineda	179.35					
112-0001	PS	08/28/15	16.00 hr + 28% Burd	Adan Arellano	307.20					
112-0001	PS	08/28/15	16.00 hr + 28% Burd	Reynaldo Martinez Triqueros	307.20					
112-0001	PS	08/28/15	20.00 hr + 28% Burd	Rafael Chavez	409.60					
204-0001	PS	09/11/15	15.00 hr + 28% Burd	Adan Arellano	307.20					
204-0001	PS	09/11/15	10.00 hr + 28% Burd	Rafael Chavez	153.60					
791-0006	CA	09/22/15	cc/sept/000341	Lowes Commercial Services		32.84				
675-0258	CA	09/22/15	cc/sept/00 Reversed	Lowes Commercial Services		-32.84				
563-0024	AP	09/23/15	Inv# 5442-2	Sherwin Williams Paint		774.57				
253-0001	PS	09/25/15	6.25 hr + 28% Burd	Daniel Torres	256.00					
253-0001	PS	09/25/15	15.00 hr + 28% Burd	Jorge Vargas Cerpa	307.20					
253-0001	PS	09/25/15	15.00 hr + 28% Burd	Reynaldo Martinez Triqueros	307.20					
310-0001	PS	10/02/15	20.00 hr + 28% Burd	Reynaldo Martinez Triqueros	307.20					
310-0001	PS	10/02/15	15.00 hr + 28% Burd	Jorge Vargas Cerpa	307.20					
117-0001	PS	10/09/15	24.00 hr + 28% Burd	Jorge Vargas Cerpa	614.40					
117-0001	PS	10/09/15	24.00 hr + 28% Burd	Reynaldo Martinez Triqueros	614.40					
117-0001	PS	10/09/15	24.00 hr + 28% Burd	Gillermo Urbina	614.40					
117-0001	PS	10/09/15	10.00 hr + 28% Burd	Efrain Rivera	153.60					
117-0001	PS	10/09/15	20.00 hr + 28% Burd	Rafael Chavez	409.60					
163-0037	AP	10/16/15	Inv# 6621-0	Sherwin Williams Paint		69.83				
158-0001	PS	10/23/15	24.00 hr + 28% Burd	Efrain Rivera	460.80					
158-0001	PS	10/23/15	24.00 hr + 28% Burd	Pedro Vargas	460.80					
158-0001	PS	10/23/15	16.00 hr + 28% Burd	Reynaldo Martinez Triqueros	307.20					
158-0001	PS	10/23/15	16.00 hr + 28% Burd	Jorge Vargas Cerpa	307.20					
158-0001	PS	10/23/15	5.60 hr + 28% Burd	Jose Luis Marquez	179.20					
131-0001	PS	10/30/15	15.00 hr + 28% Burd	Reynaldo Martinez Triqueros	460.80					
131-0001	PS	10/30/15	18.00 hr + 28% Burd	Pedro Vargas	460.80					
131-0001	PS	10/30/15	6.00 hr + 28% Burd	Jorge Vargas Cerpa	153.60					
165-0001	AP	11/17/15	Inv# 1593-2	Sherwin Williams Paint		22.96				

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
012-0014	AP	11/20/15	Inv# 8572-3	Sherwin Williams Paint		317.31				
972-0004	CA	11/24/15	cc/nov/000463	Lowes Commercial Services		91.40				
012-0013	AP	11/24/15	Inv# 4147-2	Sherwin Williams Paint		77.19				
675-0341	CA	11/24/15	cc/nov/000	Reversed Lowes Commercial Services		-91.40				
012-0038	AP	12/01/15	Inv# 9027-7	Sherwin Williams Paint		279.87				
888-0001	PS	12/04/15	22.50 hr + 28% Burd	Efrain Rivera	460.80					
888-0001	PS	12/04/15	22.50 hr + 28% Burd	Jorge Vargas Cerpa	460.80					
888-0001	PS	12/04/15	17.50 hr + 28% Burd	Rafael Chavez	448.00					
012-0037	AP	12/08/15	Inv# 9345-3	Sherwin Williams Paint		122.21				
937-0001	PS	12/11/15	20.00 hr + 28% Burd	Jorge Vargas Cerpa	614.40					
937-0001	PS	12/11/15	12.50 hr + 28% Burd	Jorge A. Lugo	384.00					
937-0001	PS	12/11/15	13.71 hr + 28% Burd	Rafael Chavez	307.11					
937-0001	PS	12/11/15	25.00 hr + 28% Burd	Gillermo Urbina	512.00					
937-0001	PS	12/11/15	10.00 hr + 28% Burd	Pedro Vargas	307.20					
937-0001	PS	12/11/15	15.00 hr + 28% Burd	Reynaldo Martinez Triqueros	368.64					
937-0001	PS	12/11/15	25.00 hr + 28% Burd	Efrain Rivera	768.00					
984-0001	PS	12/18/15	20.00 hr + 28% Burd	Rafael Chavez	358.40					
984-0001	PS	12/18/15	20.00 hr + 28% Burd	Reynaldo Martinez Triqueros	491.52					
984-0001	PS	12/18/15	24.00 hr + 28% Burd	Pedro Vargas	614.40					
984-0001	PS	12/18/15	24.00 hr + 28% Burd	Efrain Rivera	614.40					
984-0001	PS	12/18/15	24.00 hr + 28% Burd	Jorge Vargas Cerpa	460.80					
024-0001	PS	12/24/15	15.00 hr + 28% Burd	Jorge A. Lugo	460.80					
CODE 01	TOTALS: LABOR HOURS: 2935.71				COST TOTALS: 100425.76	73030.28	12126.48	15269.00	0.00	0.00
					BUDGET: 58000.00	42731.00	0.00	15269.00	0.00	0.00
					REMAINING: -42425.76	-30299.28	-12126.48	0.00	0.00	0.00
CODE: 02	Drywall									

Budget - 44083.89

537-0007	AP	01/07/14	Inv# 010714	enose	Lowes Commercial Services	20.81				
320-0007	AP	08/26/14	Inv# 082614cc		The Home Depot	190.17				
930-0001	AP	08/27/14	Inv# 082714		American Express - Lowes	57.83				
538-0006	AP	09/19/14	Inv# 091914	enosedry	Lowes Commercial Services	128.02				
538-0009	AP	09/22/14	Inv# 092214	inosedry	Lowes Commercial Services	111.66				
898-0013	CA	09/23/14	Check# 092314		Lowes Commercial Services	100.92				
538-0011	AP	09/29/14	Inv# 092914		Lowes Commercial Services	61.36				
556-0001	PS	11/28/14	5.00 hr + 28% Burd	Paul Adkisson	121.60					
556-0001	PS	11/28/14	8.00 hr + 28% Burd	Nemesio Mendoza	153.60					
556-0001	PS	11/28/14	15.16 hr + 28% Burd	Jose Luis Marquez	460.86					
223-0001	PS	01/16/15	4.80 hr + 28% Burd	Jose Guadalupe Delgado	153.60					
144-0003	AP	01/21/15	Inv# 2410363.0	REW Materials		74.93				
144-0004	AP	01/26/15	Inv# 2410542.0	REW Materials		183.12				
144-0005	AP	01/28/15	Inv# 2410675.0	REW Materials		196.53				
124-0001	PS	01/30/15	12.10 hr + 28% Burd	Ismael Bautista	384.10					
124-0001	PS	01/30/15	8.00 hr + 28% Burd	Cristian Gonzales	153.60					
144-0001	AP	02/02/15	Inv# 2410870.0	REW Materials		212.74				
167-0001	PS	02/06/15	4.36 hr + 28% Burd	Nemesio Mendoza	153.47					
31-0001	PS	02/13/15	5.30 hr + 28% Burd	Ismael Bautista	179.10					
44-0006	AP	02/16/15	Inv# 2410321.0	REW Materials		123.02				
88-0001	PS	02/20/15	5.00 hr + 28% Burd	Eliazer Ambrocio	122.88					
88-0001	PS	02/20/15	5.09 hr + 28% Burd	Nemesio Mendoza	179.17					
88-0001	PS	02/20/15	5.45 hr + 28% Burd	Ismael Bautista	153.47					
65-0012	CA	02/23/15	Check# 022315		Lowes Commercial Services	29.68				

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
675-0009	CA	02/23/15	022315	Reversed Lowes Commercial Services		-29.68				
765-0005	CA	02/27/15	Check# 022715	Lowes Commercial Services		112.95				
675-0015	CA	02/27/15	022715	Reversed Lowes Commercial Services		-112.95				
632-0012	AP	04/11/15	Inv# 041115	The Home Depot		169.05				
389-0007	CA	05/05/15	Check# 050515	The Home Depot		118.97				
665-0002	CA	05/05/15	050515	Reversed The Home Depot		-118.97				
695-0025	AP	05/05/15	Inv# 050515	The Home Depot		118.97				
254-0003	AP	05/13/15	Inv# 2412299.0	03/05 REW Materials		131.18				
254-0007	AP	05/13/15	Inv# 2411238.0	02/10 REW Materials		73.34				
254-0013	AP	05/13/15	Inv# 2410612.0	02/20 REW Materials		55.00				
254-0016	AP	05/13/15	Inv# 2412248.0	03/04 REW Materials		131.18				
254-0017	AP	05/13/15	Inv# 2412174.0	03/03 REW Materials		349.81				
293-0001	PS	05/15/15	16.80 hr + 28% Burd	Nemesio Mendoza	537.60					
542-0001	CA	06/12/15	Check# 14407	Juan Plancarte		45.61				
998-0001	PS	08/14/15	9.60 hr + 28% Burd	Juan plancarte	307.20					
998-0001	PS	08/14/15	10.00 hr + 28% Burd	Jorge A. Lugo	256.00					
998-0001	PS	08/14/15	5.00 hr + 28% Burd	Jose Luis Marquez	153.60					
144-0005	CA	08/17/15	Check# 081715	The Home Depot		158.67				
665-0049	CA	08/17/15	081715	Reversed The Home Depot		-158.67				
696-0013	AP	08/17/15	Inv# 081715	The Home Depot		158.67				
030-0001	PS	08/21/15	6.25 hr + 28% Burd	Ismael Bautista	192.00					
030-0001	PS	08/21/15	25.00 hr + 28% Burd	Jorge A. Lugo	640.00					
030-0001	PS	08/21/15	10.00 hr + 28% Burd	Juan plancarte	307.20					
030-0001	PS	08/21/15	6.67 hr + 28% Burd	Nemesio Mendoza	179.29					
112-0001	PS	08/28/15	25.00 hr + 28% Burd	Miguel Rubio	768.00					
112-0001	PS	08/28/15	25.00 hr + 28% Burd	Ismael Bautista	768.00					
112-0001	PS	08/28/15	24.00 hr + 28% Burd	Noe Pineda	614.40					
112-0001	PS	08/28/15	16.80 hr + 28% Burd	Nemesio Mendoza	537.60					
112-0001	PS	08/28/15	20.00 hr + 28% Burd	Jose Luis Marquez	614.40					
112-0001	PS	08/28/15	5.00 hr + 28% Burd	Juan plancarte	153.60					
172-0001	PS	08/28/15	19.20 hr + 28% Burd	Jose Luis Marquez	614.40					
172-0001	PS	08/28/15	14.14 hr + 28% Burd	Juan plancarte	499.55					
186-0001	PS	08/28/15	-14.14 hr + 28% Burd	Juan plancarte	-499.55					
186-0001	PS	08/28/15	-19.20 hr + 28% Burd	Jose Luis Marquez	-614.40					
187-0001	PS	09/04/15	19.20 hr + 28% Burd	Jose Luis Marquez	614.40					
187-0001	PS	09/04/15	14.13 hr + 28% Burd	Juan plancarte	499.20					
204-0001	PS	09/11/15	6.00 hr + 28% Burd	Ismael Bautista	153.60					
228-0001	PS	09/18/15	9.63 hr + 28% Burd	Jose Guadalupe Delgado	332.81					
358-0001	PS	10/23/15	5.60 hr + 28% Burd	Noe Pineda	179.20					
388-0001	PS	12/04/15	20.00 hr + 28% Burd	Jose Luis Marquez	537.60					
388-0001	PS	12/04/15	10.00 hr + 28% Burd	Noe Pineda	166.40					
337-0001	PS	12/11/15	4.67 hr + 28% Burd	Juan plancarte	179.33					
337-0001	PS	12/11/15	6.19 hr + 28% Burd	Noe Pineda	166.39					
CODE 02	TOTALS:	LABOR HOURS:	378.80	COST TOTALS:	11073.27	2693.92	0.00	0.00	0.00	0.00
				BUDGET:	3629.00	3629.00	0.00	0.00	0.00	0.00
				REMAINING:	-10138.19	-7444.27	-2693.92	0.00	0.00	0.00

Burham Parating
HS in Pmt.

CODE: 04 Lawsuit additional Extra Insurance did not pay for

38-0001	CA	07/22/15	sw card	Ferguson Eterprise Inc	1800.00					
38-0002	CA	07/22/15	sw card	ProSource of Las Vegas	67.11					
42-0002	CA	08/05/15	sw card	The Home Depot	2799.39					

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS	
652-0002	CA	09/21/15	sw card	Misc - Credit Card		713.50					
508-0003	AP	12/04/15	Inv# 5283710207 inos	MSE Environmental			338.53				
280-0001	AP	12/04/15	5283710207 Reversed	MSE Environmental			-338.53				
983-0001	AP	01/01/16	Inv# 5283710208 INOS	Sunbelt Rentals				338.66			
984-0001	CA	01/01/16	Check# 010116	Sunbelt Rentals				338.66			
986-0001	AP	01/01/16	5283710208 Reversed	Sunbelt Rentals				-338.66			
915-0009	CA	01/01/16	010116 Reversed	Sunbelt Rentals				-338.66			
916-0001	CA	01/01/16	AMXCCD A19ctc	Sunbelt Rentals				338.66			
508-0002	AP	02/25/16	Inv# 5283710206	MSE Environmental			338.53				
280-0003	AP	02/25/16	5283710206 Reversed	MSE Environmental			-338.53				
CODE 04	TOTALS:			COST TOTALS:	5718.66	0.00	5380.00	0.00	338.66	0.00	0.00
				BUDGET:	0.00	0.00	0.00	0.00	0.00	0.00	
				REMAINING:	-5718.66	0.00	-5380.00	0.00	-338.66	0.00	0.00
CODE: 05	Doors										
076-0001	CA	10/17/14	Check# 101714	Lowes Commercial Services		24.45					
578-0001	CA	01/22/15	various s/w charges	Misc - Credit Card		340.08					
237-0006	AP	07/30/15	Inv# 413663	Valley's Best Garage Door			250.00				
CODE 05	TOTALS:			COST TOTALS:	614.53	0.00	364.53	250.00	0.00	0.00	0.00
				BUDGET:	650.00	650.00	0.00	0.00	0.00	0.00	0.00
				REMAINING:	35.47	650.00	-364.53	-250.00	0.00	0.00	0.00
CODE: 09	Job Walk										
801-0001	AP	10/04/14	Inv# 100214	Arx Engineering			350.00				
168-0001	GJ	10/04/14	Document# 100414	Move all per RE			-350.00				
CODE 09	TOTALS:			COST TOTALS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				BUDGET:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 10	Baseboard										
884-0001	PS	07/31/15	5.00 hr + 28% Burd	Cristian Gonzales	128.00						
008-0001	CA	08/12/15	Check# 14659	Juan Plancarte		160.50					
CODE 10	TOTALS: LABOR HOURS: 5.00			COST TOTALS:	288.50	128.00	160.50	0.00	0.00	0.00	0.00
				BUDGET:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				REMAINING:	-288.50	-128.00	-160.50	0.00	0.00	0.00	0.00
CODE: 12	Cabinets - Efficient										
136-0002	AP	11/25/14	Inv# 112514	Efficient Space Planning			22846.00				
223-0001	PS	01/16/15	5.00 hr + 28% Burd	Ismael Bautista	153.60						
185-0001	PS	05/08/15	15.00 hr + 28% Burd	Nemesio Mendoza	537.60						
CODE 12	TOTALS: LABOR HOURS: 20.00			COST TOTALS:	23537.20	691.20	0.00	22846.00	0.00	0.00	0.00
				BUDGET:	37246.00	0.00	0.00	37246.00	0.00	0.00	0.00
				REMAINING:	13708.80	-691.20	0.00	14400.00	0.00	0.00	0.00
CODE: 13	Clean up										
198-0014	CA	09/25/14	Check# 092514	Lowes Commercial Services		61.36					
176-0006	CA	10/01/14	Check# 100114	Lowes Commercial Services		313.60					
176-0004	CA	10/02/14	Check# 100214	Lowes Commercial Services		66.54					

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
076-0003	CA	10/15/14	Check# 101514	Lowes Commercial Services		6.14				
982-0001	PS	10/16/14	24.00 hr + 28% Burd	Kevin Herrera	307.20					
982-0001	PS	10/16/14	6.00 hr + 28% Burd	Juan Alfredo	153.60					
064-0001	AP	10/23/14	Inv# inose	The Home Depot		374.25				
051-0001	AP	10/28/14	Inv# inose	Chase Card Services/SW Air		129.58				
671-0014	AP	10/28/14	Inv# HDEPOT	Chase Card Services/SW Air		129.58				
129-0001	PS	10/31/14	10.00 hr + 28% Burd	Isai Delgado-Jimenez	153.60					
129-0001	PS	10/31/14	10.00 hr + 28% Burd	Simon Figueroa	307.20					
129-0001	PS	10/31/14	10.00 hr + 28% Burd	Noe Pineda	307.20					
129-0001	PS	10/31/14	9.68 hr + 28% Burd	Miguel Rubio	307.28					
129-0001	PS	10/31/14	9.60 hr + 28% Burd	Daniel Torres	307.20					
274-0001	PS	01/23/15	9.00 hr + 28% Burd	Cristian Gonzales	115.20					
324-0001	PS	01/30/15	16.00 hr + 28% Burd	Cristian Gonzales	307.20					
765-0008	CA	02/26/15	Check# 022615	Lowes Commercial Services		74.64				
675-0012	CA	02/26/15	022615 Reversed	Lowes Commercial Services		-74.64				
626-0001	PS	03/06/15	12.00 hr + 28% Burd	Maria Placido	153.60					
626-0001	PS	03/06/15	12.00 hr + 28% Burd	Josefina Placido	153.60					
696-0001	PS	03/13/15	5.22 hr + 28% Burd	Gabino Delgado	192.10					
742-0001	PS	03/20/15	20.00 hr + 28% Burd	Cristian Gonzales	307.20					
742-0001	PS	03/20/15	5.47 hr + 28% Burd	Jose Luis Marquez	154.04					
742-0001	PS	03/20/15	5.15 hr + 28% Burd	Miguel Rubio	179.30					
900-0001	PS	04/10/15	8.56 hr + 28% Burd	Jose Luis Marquez	333.08					
900-0001	PS	04/10/15	4.11 hr + 28% Burd	Noe Pineda	166.25					
900-0001	PS	04/10/15	5.49 hr + 28% Burd	Miguel Rubio	192.05					
101-0001	PS	05/01/15	10.00 hr + 28% Burd	Nemesio Mendoza	358.40					
101-0001	PS	05/01/15	12.10 hr + 28% Burd	Juan Alfredo	384.10					
185-0001	PS	05/08/15	10.00 hr + 28% Burd	Laura Delgado	192.00					
388-0003	CA	05/19/15	Check# 051915	The Home Depot		249.34				
565-0006	CA	05/19/15	051915 Reversed	The Home Depot		-249.34				
595-0029	AP	05/19/15	Inv# 051915	The Home Depot		249.34				
157-0001	PS	06/05/15	4.00 hr + 28% Burd	Rene Marquez	153.60					
157-0001	PS	06/05/15	6.00 hr + 28% Burd	Jose Luis Marquez	153.60					
157-0001	PS	06/05/15	10.53 hr + 28% Burd	Laura Delgado	256.09					
384-0001	PS	07/31/15	2.00 hr + 28% Burd	Jose A Salazar	51.20					
347-0001	PS	08/07/15	6.00 hr + 28% Burd	Juan plancarte	153.60					
347-0001	PS	08/07/15	5.08 hr + 28% Burd	Ismael Bautista	166.46					
304-0001	PS	09/11/15	5.00 hr + 28% Burd	Jose Luis Marquez	153.60					
353-0001	PS	09/25/15	5.60 hr + 28% Burd	Jose Luis Marquez	179.20					
353-0001	PS	09/25/15	5.00 hr + 28% Burd	Jorge A. Lugo	128.00					
110-0001	PS	10/02/15	25.00 hr + 28% Burd	Jose Luis Marquez	896.00					
189-0003	AP	10/17/15	Inv# 101715 A19CTC	Lowes Commercial Services		24.45				
147-0002	AP	10/17/15	101715 Reversed	Lowes Commercial Services		-24.45				
189-0019	AP	10/29/15	Inv# 102915 A19CTC	Lowes Commercial Services		143.99				
139-0002	AP	10/29/15	102915 Reversed	Lowes Commercial Services		-143.99				
77-0001	AP	11/15/15	Inv# 015772842	Republic Services					220.00	
72-0006	CA	11/24/15	cc/nov/000467	Lowes Commercial Services		95.79				
75-0342	CA	11/24/15	cc/nov/000 Reversed	Lowes Commercial Services		-95.79				
88-0001	PS	12/04/15	10.00 hr + 28% Burd	Gillermo Urbina	128.00					
88-0001	PS	12/04/15	10.00 hr + 28% Burd	Juan plancarte	179.20					
88-0001	PS	12/04/15	7.00 hr + 28% Burd	Ismael Bautista	179.20					
37-0001	PS	12/11/15	4.67 hr + 28% Burd	Juan plancarte	179.33					
37-0001	PS	12/11/15	9.04 hr + 28% Burd	Jose Luis Marquez	332.68					

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS	
444-0001	AP	05/23/16	Inv# a-215699	Las Vegas Toilet Rentals.					85.00		
444-0002	AP	05/23/16	Inv# a-216497	Las Vegas Toilet Rentals.					85.00		
444-0003	AP	05/23/16	Inv# a-217206	Las Vegas Toilet Rentals.					85.00		
444-0005	AP	05/23/16	Inv# a-215914	Las Vegas Toilet Rentals.					95.00		
CODE 13	TOTALS:		LABOR HOURS: 329.30	COST TOTALS:	10221.55	8321.16	1330.39	0.00	0.00	570.00	0.00
				BUDGET:	7500.00	7500.00	0.00	0.00	0.00	0.00	0.00
				REMAINING:	-2721.55	-821.16	-1330.39	0.00	0.00	-570.00	0.00
CODE: 14	Stucco & Exterior										
799-0001	AP	08/29/14	Inv# 082914	The Home Depot		100.00					
964-0002	CA	03/04/15	Check# 14078	Red Star Foam		79.75					
774-0001	PS	03/27/15	3.60 hr + 28% Burd	Jose Luis Marquez	115.20						
828-0001	PS	04/03/15	15.00 hr + 28% Burd	Cristian Gonzales	460.80						
828-0001	PS	04/03/15	10.00 hr + 28% Burd	Jorge A. Lugo	307.20						
828-0001	PS	04/03/15	11.07 hr + 28% Burd	Jose Luis Marquez	460.52						
828-0001	PS	04/03/15	25.00 hr + 28% Burd	Juan plancarte	819.20						
900-0001	PS	04/10/15	25.00 hr + 28% Burd	Juan plancarte	832.00						
900-0001	PS	04/10/15	16.00 hr + 28% Burd	Cristian Gonzales	307.20						
900-0001	PS	04/10/15	8.33 hr + 28% Burd	Gabino Delgado	255.90						
963-0002	CA	04/16/15	Check# 14172	Juan Plancarte			140.55				
962-0001	PS	04/17/15	25.00 hr + 28% Burd	Gabino Delgado	768.00						
962-0001	PS	04/17/15	24.00 hr + 28% Burd	Cristian Gonzales	460.80						
962-0001	PS	04/17/15	25.00 hr + 28% Burd	Juan plancarte	883.20						
982-0009	CA	04/24/15	Check# 14078	Red Star Foam		79.75					
031-0001	PS	04/24/15	20.00 hr + 28% Burd	Cristian Gonzales	460.80						
031-0001	PS	04/24/15	25.00 hr + 28% Burd	Juan plancarte	883.20						
964-0001	CA	04/24/15	14078 Reversed	Red Star Foam		-79.75					
107-0001	CA	05/01/15	Check# 14204	Rodolfo Rubio		142.22					
101-0001	PS	05/01/15	25.00 hr + 28% Burd	Gabino Delgado	768.00						
101-0001	PS	05/01/15	20.00 hr + 28% Burd	Cristian Gonzales	486.40						
101-0001	PS	05/01/15	30.00 hr + 28% Burd	Juan plancarte	1139.33						
185-0001	PS	05/08/15	17.50 hr + 28% Burd	Cristian Gonzales	448.00						
185-0001	PS	05/08/15	25.00 hr + 28% Burd	Juan plancarte	928.00						
293-0001	PS	05/15/15	28.00 hr + 28% Burd	Juan plancarte	896.00						
293-0001	PS	05/15/15	20.00 hr + 28% Burd	Cristian Gonzales	409.60						
352-0001	PS	05/22/15	25.00 hr + 28% Burd	Cristian Gonzales	640.00						
352-0001	PS	05/22/15	28.00 hr + 28% Burd	Juan plancarte	896.00						
352-0001	PS	05/22/15	25.00 hr + 28% Burd	Gabino Delgado	768.00						
105-0001	PS	05/29/15	24.00 hr + 28% Burd	Cristian Gonzales	460.80						
105-0001	PS	05/29/15	25.00 hr + 28% Burd	Juan plancarte	896.00						
138-0001	PS	06/12/15	21.95 hr + 28% Burd	Jose Luis Marquez	767.86						
138-0001	PS	06/12/15	20.95 hr + 28% Burd	Ismael Bautista	793.75						
138-0001	PS	06/12/15	25.00 hr + 28% Burd	Cristian Gonzales	512.00						
138-0001	PS	06/12/15	25.00 hr + 28% Burd	Jose A Salazar	768.00						
138-0001	PS	06/12/15	18.75 hr + 28% Burd	Juan plancarte	768.00						
173-0001	PS	06/19/15	25.00 hr + 28% Burd	Ismael Bautista	768.00						
173-0001	PS	06/19/15	25.00 hr + 28% Burd	Juan plancarte	832.00						
173-0001	PS	06/19/15	20.00 hr + 28% Burd	Cristian Gonzales	409.60						
173-0001	PS	06/19/15	30.00 hr + 28% Burd	Jose A Salazar	768.00						
173-0001	PS	06/19/15	10.00 hr + 28% Burd	Jose Luis Marquez	307.20						
147-0001	PS	06/26/15	12.50 hr + 28% Burd	Cristian Gonzales	256.00						

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
CODE 14	TOTALS:	LABOR HOURS: 759.65		COST TOTALS:	23163.08	22700.56	321.97	140.55	0.00	0.00
				BUDGET:	10000.00	10000.00	0.00	0.00	0.00	0.00
				REMAINING:	-13163.08	-12700.56	-321.97	-140.55	0.00	0.00
CODE: 15	Diversified F.S.									
263-0001	AP 04/24/15	Inv# 042415		Diversified Protection			215.00			
736-0011	AP 11/04/15	Inv# 108071		Diversified Protection			420.60			
CODE 15	TOTALS:			COST TOTALS:	635.60	0.00	0.00	635.60	0.00	0.00
				BUDGET:	635.00	0.00	0.00	635.00	0.00	0.00
				REMAINING:	-0.60	0.00	0.00	-0.60	0.00	0.00
CODE: 17	D.H.Electric Low V.									
919-0001	AP 09/20/14	Inv# 1606		Firehouse Electric			5000.00			
463-0001	GJ 09/20/14	Document# 092014		Inv. 1605 Firehouse Elec			-5000.00			
076-0005	CA 10/10/14	Check# 101014		Lowes Commercial Services		48.18				
256-0001	AP 10/21/14	Inv# 13957		Desert Home Electric, Inc.			7950.00			
963-0007	AP 12/05/14	Inv# 14079		Desert Home Electric, Inc.			6875.00			
328-0001	AP 12/11/14	Inv# 14103		Desert Home Electric, Inc.			6875.00			
462-0017	AP 01/21/15	Inv# 14214		Desert Home Electric, Inc.			2605.00			
CODE 17	TOTALS:			COST TOTALS:	24353.18	0.00	48.18	24305.00	0.00	0.00
				BUDGET:	19755.00	0.00	0.00	19755.00	0.00	0.00
				REMAINING:	-4598.18	0.00	-48.18	-4550.00	0.00	0.00
CODE: 18	Framing									
549-0022	AP 08/26/14	Inv# 082614		Lowes Commercial Services		57.42				
549-0024	AP 08/27/14	Inv# 082714 inose		Lowes Commercial Services		119.04				
549-0037	AP 08/29/14	Inv# 082914 inose		Lowes Commercial Services		29.19				
549-0045	AP 09/03/14	Inv# 090314 inose		Lowes Commercial Services		253.02				
549-0032	AP 09/04/14	Inv# 090414 inose		Lowes Commercial Services		47.16				
321-0016	AP 09/04/14	Inv# 606126		Desert Lumber		4035.74				
549-0031	AP 09/05/14	Inv# 090514 inose		Lowes Commercial Services		133.94				
549-0051	AP 09/08/14	Inv# 090814		Lowes Commercial Services		233.53				
549-0052	AP 09/08/14	Inv# 090814		Lowes Commercial Services		73.11				
321-0017	AP 09/08/14	Inv# 836216		Desert Lumber		-949.55				
549-0033	AP 09/10/14	Inv# 091014		Lowes Commercial Services		153.91				
549-0025	AP 09/11/14	Inv# 091114		Lowes Commercial Services		96.08				
10-0001	AP 09/11/14	Inv# 1015666		Desert Fasteners		418.82				
133-0004	AP 09/24/14	Inv# 607827		Desert Lumber		246.04				
184-0005	AP 09/24/14	Inv# 1016498		Desert Fasteners		341.36				
145-0001	PS 09/26/14	16.92 hr + 28% Burd		Paul Adkisson	506.78					
121-0005	AP 10/02/14	Inv# 608257		Desert Lumber		41.74				
177-0001	PS 10/10/14	25.00 hr + 28% Burd		Kevin Herrera	512.00					
177-0001	PS 10/10/14	25.00 hr + 28% Burd		Juan Alfredo	768.00					
177-0001	PS 10/10/14	10.00 hr + 28% Burd		Eliazer Ambrocio	204.80					
177-0001	PS 10/10/14	10.00 hr + 28% Burd		Nemesio Mendoza	307.20					
177-0001	PS 10/10/14	14.40 hr + 28% Burd		Jonatan Ambrocio	368.64					
176-0002	CA 10/14/14	Check# 101414		Lowes Commercial Services		102.48				
182-0001	PS 10/16/14	25.00 hr + 28% Burd		Isai Delgado-Jimenez	768.00					
182-0001	PS 10/16/14	15.00 hr + 28% Burd		Ismael Bautista	460.80					

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
067-0001	PS	10/24/14	24.00 hr + 28% Burd	Isai Delgado-Jimenez	614.40					
129-0001	PS	10/31/14	10.16 hr + 28% Burd	Ismael Bautista	306.92					
204-0002	AP	10/31/14	Inv# 103114	Desert Lumber		3844.45				
817-0005	AP	12/03/14	Inv# 612380	Desert Lumber		37.85				
760-0001	PS	12/12/14	8.00 hr + 28% Burd	Paul Adkisson	194.56					
055-0007	AP	12/18/14	Inv# 613425	Desert Lumber		214.85				
421-0017	AP	12/18/14	Inv# 121814	The Home Depot		75.91				
986-0001	PS	12/24/14	6.67 hr + 28% Burd	Nemesio Mendoza	153.68					
986-0001	PS	12/24/14	16.00 hr + 28% Burd	Paul Adkisson	389.12					
067-0001	PS	12/31/14	4.29 hr + 28% Burd	Rene Marquez	192.19					
067-0001	PS	12/31/14	6.26 hr + 28% Burd	Cristian Gonzales	115.23					
140-0001	PS	01/09/15	2.94 hr + 28% Burd	Rene Marquez	127.95					
140-0001	PS	01/09/15	8.00 hr + 28% Burd	Gabino Delgado	153.60					
274-0001	PS	01/23/15	3.77 hr + 28% Burd	Eliazer Ambrocio	102.30					
274-0001	PS	01/23/15	4.94 hr + 28% Burd	Gabino Delgado	191.97					
274-0001	PS	01/23/15	5.29 hr + 28% Burd	Jose Guadalupe Delgado	191.83					
274-0001	PS	01/23/15	5.29 hr + 28% Burd	Arturo Mendoza	191.83					
367-0001	PS	02/06/15	4.80 hr + 28% Burd	Eliazer Ambrocio	122.88					
389-0005	CA	04/27/15	Check# 042715	The Home Depot		31.28				
664-0066	CA	04/27/15	042715 Reversed	The Home Depot		-31.28				
595-0018	AP	04/27/15	Inv# 042715	The Home Depot		31.28				
185-0001	PS	05/08/15	5.00 hr + 28% Burd	Nemesio Mendoza	179.20					
293-0001	PS	05/15/15	15.00 hr + 28% Burd	Eliazer Ambrocio	384.00					
336-0001	PS	07/24/15	10.00 hr + 28% Burd	Jose Luis Marquez	307.20					
130-0001	PS	08/21/15	6.67 hr + 28% Burd	Nemesio Mendoza	179.29					
CODE 18	TOTALS:	LABOR HOURS:	288.40	COST TOTALS:	17631.74	7994.37	9637.37	0.00	0.00	0.00
				BUDGET:	23000.00	23000.00	0.00	0.00	0.00	0.00
				REMAINING:	5368.26	15005.63	-9637.37	0.00	0.00	0.00
CODE: 20	Equipment Rental Mis									
162-0026	AP	07/08/14	Inv# 070814	American Express - Lowes		533.43				
01-0004	AP	09/15/14	Inv# 013152207	Republic Services					320.00	
198-0011	CA	09/26/14	Check# 092614	The Home Depot		666.07				
21-0010	AP	09/26/14	Inv# 092614	The Home Depot		566.07				
21-0006	AP	09/30/14	Inv# 093014	Las Vegas Toilet Rentals.					102.00	
21-0007	AP	09/30/14	Inv# 013296973	Republic Services					320.00	
44-0001	AP	10/31/14	Inv# a-208092	Las Vegas Toilet Rentals.					85.00	
32-0001	AP	10/31/14	a-208092 Reversed	Las Vegas Toilet Rentals.					-85.00	
33-0001	AP	10/31/14	Inv# A208092	Las Vegas Toilet Rentals.					85.00	
65-0002	AP	11/04/14	Inv# 48784139-1 enos	Sunbelt Rentals				805.73		
65-0003	AP	11/12/14	Inv# 49036564-1 enos	Sunbelt Rentals				1377.44		
97-0008	AP	11/15/14	Inv# 013689780	Republic Services					646.40	
48-0008	AP	11/30/14	Inv# A-208616	Las Vegas Toilet Rentals.					85.00	
12-0010	AP	12/31/14	Inv# A-209189	Las Vegas Toilet Rentals.					85.00	
88-0002	AP	01/31/15	Inv# A-209739	Las Vegas Toilet Rentals.					170.00	
00-0004	AP	02/28/15	Inv# 022815	Las Vegas Towel & Tissue				85.00		
03-0001	AP	02/28/15	022815 Reversed	Las Vegas Towel & Tissue				-85.00		
04-0001	AP	02/28/15	Inv# 022815	Las Vegas Toilet Rentals.					85.00	
22-0012	AP	03/31/15	Inv# 014802432	Republic Services					101.69	
89-0004	CA	04/29/15	Check# 042915	The Home Depot		21.59				
64-0068	CA	04/29/15	042915 Reversed	The Home Depot		-21.59				

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS	
695-0020	AP	04/29/15	Inv# 042915	The Home Depot		21.59					
239-0006	AP	04/30/15	Inv# 014205568	Republic Services					222.03		
014-0003	AP	04/30/15	Inv# A-211660	Las Vegas Toilet Rentals.					85.00		
014-0004	AP	05/31/15	Inv# A-212329	Las Vegas Toilet Rentals.					85.00		
014-0005	AP	06/01/15	Inv# A-212898	Las Vegas Toilet Rentals.					85.00		
613-0001	AP	06/15/15	Inv# 014562871	Republic Services					220.00		
773-0010	AP	07/01/15	Inv# A-213613	Las Vegas Toilet Rentals.					85.00		
967-0006	AP	08/01/15	Inv# A-214340	Las Vegas Toilet Rentals.					85.00		
851-0003	AP	08/15/15	Inv# 014141595	Republic Services					220.00		
087-0005	AP	08/15/15	Inv# 014353785	Republic Services					220.00		
237-0001	AP	09/01/15	Inv# A-215008	Las Vegas Toilet Rentals.					85.00		
429-0002	AP	09/30/15	Inv# 015355363	Republic Services					220.00		
592-0003	AP	10/15/15	Inv# 015565025	Republic Services					220.00		
281-0001	AP	12/04/15	Inv# 5283710207	Sunbelt Rentals				338.53			
013-0009	AP	12/15/15	Inv# 121515	Republic Services					220.00		
717-0002	AP	12/15/15	121515 Reversed	Republic Services					-220.00		
281-0002	AP	12/23/15	Inv# 5730858201	Sunbelt Rentals				90.00			
281-0003	AP	02/25/16	Inv# 5283710206	Sunbelt Rentals				338.53			
914-0027	CA	04/04/16	AMXCCD - inose cred	Sunbelt Rentals				-338.66			
CODE 20	TOTALS:			COST TOTALS:	8230.85	0.00	1787.16	0.00	2611.57	3832.12	0.00
				BUDGET:	2300.00	2300.00	0.00	0.00	0.00	0.00	0.00
				REMAINING:	-5930.85	2300.00	-1787.16	0.00	-2611.57	-3832.12	0.00
CODE: 22	Floor - Tile										
649-0047	AP	08/28/14	Inv# 082814 inose	The Home Depot		30.95					
453-0001	AP	09/04/14	Inv# 21	Robert Ramirez			12563.00				
062-0001	AP	09/04/14	21 Reversed	Robert Ramirez			-12563.00				
811-0001	PS	10/03/14	10.00 hr + 28% Burd	Jose Luis Marquez	307.20						
811-0001	PS	10/03/14	6.00 hr + 28% Burd	Paul Adkisson	194.54						
811-0001	PS	10/03/14	20.00 hr + 28% Burd	Eliazer Ambrocio	409.60						
811-0001	PS	10/03/14	15.00 hr + 28% Burd	Nemesio Mendoza	460.80						
811-0001	PS	10/03/14	15.00 hr + 28% Burd	Christian Deleon	307.20						
811-0001	PS	10/03/14	25.00 hr + 28% Burd	Kevin Herrera	512.00						
811-0001	PS	10/03/14	25.00 hr + 28% Burd	Juan Alfredo	768.00						
798-0017	CA	12/05/14	Check# 120514	Lowes Commercial Services		23.14					
406-0006	AP	01/09/15	Inv# 0010775	The Tuscany Collection, LLC		67865.18					
406-0005	AP	01/14/15	Inv# 0010794	The Tuscany Collection, LLC		2825.84					
327-0002	AP	01/27/15	Inv# 1544210	Walker Zanger Inc.		74018.92					
170-0001	AP	01/27/15	1544210 Reversed	Walker Zanger Inc.		-74018.92					
105-0001	PS	05/29/15	25.00 hr + 28% Burd	Jose Luis Marquez	768.00						
105-0001	PS	05/29/15	25.00 hr + 28% Burd	Ismael Bautista	832.00						
599-0001	PS	07/03/15	11.82 hr + 28% Burd	Jose Luis Marquez	332.85						
599-0001	PS	07/03/15	4.45 hr + 28% Burd	Noe Pineda	166.32						
204-0001	PS	09/11/15	12.00 hr + 28% Burd	Noe Pineda	307.20						
204-0001	PS	09/11/15	6.00 hr + 28% Burd	Ismael Bautista	153.60						
204-0001	PS	09/11/15	12.00 hr + 28% Burd	Efrain Rivera	307.20						
204-0001	PS	09/11/15	5.00 hr + 28% Burd	Jose Luis Marquez	153.60						
77-0006	CA	09/29/15	Check# 14756	Daltile		810.48					
CODE 22	TOTALS:			LABOR HOURS:	217.27	COST TOTALS:	77535.70	5980.11	71555.59	0.00	0.00
						BUDGET:	67865.00	0.00	0.00	67865.00	0.00
						REMAINING:	-9670.70	-5980.11	-71555.59	-67865.00	0.00

SUPP000059

DVC000696

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
CODE: 24 Floor - Carpet										
101-0001	PS	05/01/15	12.51 hr + 28% Burd	Eliazer Ambrocio	384.31					
009-0004	AP	08/06/15	Inv# 080615	Three Star Carpet			2400.00			
253-0001	PS	09/25/15	5.60 hr + 28% Burd	Jose Luis Marquez	179.20					
CODE 24	TOTALS:		LABOR HOURS: 18.11	COST TOTALS:	2963.51	563.51	0.00	2400.00	0.00	0.00
				BUDGET:	7000.00	7000.00	0.00	0.00	0.00	0.00
				REMAINING:	4036.49	6436.49	0.00	-2400.00	0.00	0.00
CODE: 28 Silver State Spec.										
637-0002	AP	01/09/15	Inv# 39841	Silver State Spec Comm LLC		7470.00				
972-0001	AP	01/14/15	Inv# 011415	Central Valley Insulation			650.00			
967-0003	AP	07/30/15	Inv# 46795	Silver State Spec Comm LLC		165.00				
276-0006	AP	09/21/15	Inv# 092115	Silver State Spec Comm LLC		2000.00				
418-0002	AP	09/21/15	092115 Reversed	Silver State Spec Comm LLC		-2000.00				
839-0001	AP	11/30/15	Inv# 51659	Silver State Spec Comm LLC		2000.00				
CODE 28	TOTALS:			COST TOTALS:	10285.00	0.00	9635.00	650.00	0.00	0.00
				BUDGET:	7665.00	30.00	0.00	7635.00	0.00	0.00
				REMAINING:	-2620.00	30.00	-9635.00	6985.00	0.00	0.00
CODE: 31 Permits/Blueprints										
998-0002	CA	09/26/14	Check# 13410	City of Henderson Bus.					6771.00	
085-0005	CA	08/17/15	Check# 14688	City of Henderson					804.20	
CODE 31	TOTALS:			COST TOTALS:	7575.20	0.00	0.00	0.00	7575.20	0.00
				BUDGET:	6771.00	6771.00	0.00	0.00	0.00	0.00
				REMAINING:	-804.20	6771.00	0.00	0.00	-7575.20	0.00
CODE: 34 Demolition										
363-0001	PS	09/05/14	21.71 hr + 28% Burd	Paul Adkisson	875.35					
363-0001	PS	09/05/14	19.83 hr + 28% Burd	Nemesio Mendoza	729.74					
363-0001	PS	09/05/14	24.79 hr + 28% Burd	Jose Luis Marquez	729.82					
363-0001	PS	09/05/14	16.44 hr + 28% Burd	Noe Pineda	614.46					
363-0001	PS	09/05/14	21.33 hr + 28% Burd	Ismael Bautista	614.31					
363-0001	PS	09/05/14	12.00 hr + 28% Burd	Isai Delgado-Jimenez	153.60					
363-0001	PS	09/05/14	20.00 hr + 28% Burd	Christian Deleon	512.00					
363-0001	PS	09/05/14	22.00 hr + 28% Burd	Juan Alfredo	422.40					
363-0001	PS	09/05/14	14.00 hr + 28% Burd	Kevin Maiden	179.20					
363-0001	PS	09/05/14	16.00 hr + 28% Burd	Eliazer Ambrocio	486.40					
69-0001	PS	09/12/14	30.00 hr + 28% Burd	Paul Adkisson	921.60					
69-0001	PS	09/12/14	30.00 hr + 28% Burd	Juan Alfredo	768.00					
69-0001	PS	09/12/14	30.00 hr + 28% Burd	Jose Luis Marquez	768.00					
69-0001	PS	09/12/14	30.00 hr + 28% Burd	Nemesio Mendoza	768.00					
69-0001	PS	09/12/14	25.00 hr + 28% Burd	Christian Deleon	512.00					
69-0001	PS	09/12/14	25.00 hr + 28% Burd	Eliazer Ambrocio	512.00					
69-0001	PS	09/12/14	30.00 hr + 28% Burd	Ismael Bautista	768.00					
69-0001	PS	09/12/14	30.00 hr + 28% Burd	Noe Pineda	768.00					
69-0001	PS	09/12/14	30.00 hr + 28% Burd	Isai Delgado-Jimenez	768.00					
69-0001	PS	09/12/14	8.96 hr + 28% Burd	Jose Guadalupe Delgado	307.37					
69-0001	PS	09/12/14	7.81 hr + 28% Burd	Miguel Rubio	256.61					

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
469-0001	PS	09/12/14	20.00 hr + 28% Burd	Kevin Maiden	409.60					
469-0001	PS	09/12/14	25.00 hr + 28% Burd	Kevin Herrera	512.00					
639-0001	PS	09/19/14	30.00 hr + 28% Burd	Paul Adkisson	921.60					
639-0001	PS	09/19/14	25.00 hr + 28% Burd	Christian Deleon	512.00					
639-0001	PS	09/19/14	25.00 hr + 28% Burd	Kevin Herrera	512.00					
639-0001	PS	09/19/14	25.00 hr + 28% Burd	Eliazer Ambrocio	512.00					
639-0001	PS	09/19/14	30.00 hr + 28% Burd	Jose Luis Marquez	768.00					
639-0001	PS	09/19/14	30.00 hr + 28% Burd	Juan Alfredo	768.00					
639-0001	PS	09/19/14	30.00 hr + 28% Burd	Nemesio Mendoza	768.00					
639-0001	PS	09/19/14	25.00 hr + 28% Burd	Ismael Bautista	768.00					
639-0001	PS	09/19/14	25.00 hr + 28% Burd	Isai Delgado-Jimenez	768.00					
639-0001	PS	09/19/14	25.00 hr + 28% Burd	Noe Pineda	768.00					
639-0001	PS	09/19/14	6.82 hr + 28% Burd	Miguel Rubio	307.28					
870-0005	AP	09/19/14	Inv# 7707-6	Sherwin Williams Paint		17.84				
745-0001	PS	09/26/14	17.78 hr + 28% Burd	Christian Deleon	409.65					
745-0001	PS	09/26/14	25.00 hr + 28% Burd	Jose Luis Marquez	768.00					
745-0001	PS	09/26/14	25.00 hr + 28% Burd	Noe Pineda	768.00					
745-0001	PS	09/26/14	25.00 hr + 28% Burd	Isai Delgado-Jimenez	614.40					
745-0001	PS	09/26/14	25.00 hr + 28% Burd	Ismael Bautista	768.00					
745-0001	PS	09/26/14	20.00 hr + 28% Burd	Kevin Herrera	409.60					
745-0001	PS	09/26/14	25.00 hr + 28% Burd	Eliazer Ambrocio	512.00					
745-0001	PS	09/26/14	25.00 hr + 28% Burd	Juan Alfredo	768.00					
745-0001	PS	09/26/14	30.00 hr + 28% Burd	Nemesio Mendoza	806.40					
811-0001	PS	10/03/14	25.00 hr + 28% Burd	Isai Delgado-Jimenez	768.00					
811-0001	PS	10/03/14	25.00 hr + 28% Burd	Ismael Bautista	768.00					
811-0001	PS	10/03/14	25.00 hr + 28% Burd	Noe Pineda	768.00					
811-0001	PS	10/03/14	30.00 hr + 28% Burd	Jonatan Ambrocio	614.40					
877-0001	PS	10/10/14	25.00 hr + 28% Burd	Ismael Bautista	768.00					
877-0001	PS	10/10/14	25.00 hr + 28% Burd	Isai Delgado-Jimenez	768.00					
877-0001	PS	10/10/14	20.55 hr + 28% Burd	Noe Pineda	768.08					
067-0001	PS	10/24/14	24.00 hr + 28% Burd	Kevin Herrera	307.20					
220-0001	PS	11/07/14	27.90 hr + 28% Burd	Jose Luis Marquez	767.81					
220-0001	PS	11/07/14	26.05 hr + 28% Burd	Paul Adkisson	972.98					
760-0001	PS	12/12/14	4.62 hr + 28% Burd	Nemesio Mendoza	153.75					
760-0001	PS	12/12/14	8.00 hr + 28% Burd	Jose Luis Marquez	153.60					
067-0001	PS	12/31/14	4.03 hr + 28% Burd	Mauricio Torres	127.92					
067-0001	PS	12/31/14	3.41 hr + 28% Burd	Eliazer Ambrocio	76.39					
140-0001	PS	01/09/15	7.50 hr + 28% Burd	Mauricio Torres	153.60					
223-0001	PS	01/16/15	6.32 hr + 28% Burd	Cristian Gonzales	153.70					
223-0001	PS	01/16/15	4.00 hr + 28% Burd	Arturo Mendoza	153.60					
274-0001	PS	01/23/15	15.50 hr + 28% Burd	David Alvarez	307.52					
274-0001	PS	01/23/15	14.00 hr + 28% Burd	Ada Torres	197.12					
185-0001	PS	05/08/15	20.00 hr + 28% Burd	Eliazer Ambrocio	512.00					
336-0001	PS	07/24/15	7.50 hr + 28% Burd	Cristian Gonzales	153.60					
CODE 34	TOTALS:	LABOR HOURS: 1352.85	COST TOTALS:	35984.50	35966.66	17.84	0.00	0.00	0.00	0.00
			BUDGET:	15000.00	15000.00	0.00	0.00	0.00	0.00	0.00
			REMAINING:	-20984.50	-20966.66	-17.84	0.00	0.00	0.00	0.00

CODE: 35 HVAC Sunrise Service

121-0004	AP	09/23/14	Inv# A142541	Sunrise Service Inc.	595.00
121-0002	AP	09/24/14	Inv# A142545	Sunrise Service Inc.	425.00

SUPP000061

DVC000698

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
921-0003	AP	09/26/14	Inv# A142549	Sunrise Service Inc.			1256.00			
112-0007	AP	12/23/14	Inv# P145286	Sunrise Service Inc.	1300.00					
766-0008	AP	01/07/15	Inv# P145299	Sunrise Service Inc.			227.50			
156-0017	AP	08/06/15	Inv# P150663	Sunrise Service Inc.			170.00			
850-0003	AP	08/25/15	Inv# A150529	Sunrise Service Inc.			406.00			
CODE 35	TOTALS:			COST TOTALS:	4379.50	1300.00	0.00	3079.50	0.00	0.00
				BUDGET:	9916.00	0.00	0.00	9916.00	0.00	0.00
				REMAINING:	5536.50	-1300.00	0.00	6836.50	0.00	0.00
CODE: 38	Plumbing S.S.Inc.									
552-0004	AP	08/04/14	Inv# 39739	Precision Plumbing			478.95			
649-0046	AP	08/28/14	Inv# 082814 inose	The Home Depot		14.27				
387-0025	AP	09/08/14	Inv# 090814	Lowes Commercial Services		118.10				
845-0001	AP	09/10/14	Inv# P142038	Sunrise Service Inc.			1160.00			
538-0010	AP	09/23/14	Inv# 092314 clubhse	Lowes Commercial Services		33.33				
758-0001	AP	09/29/14	Inv# 092914	Robert Ramirez			2500.00			
760-0001	AP	09/29/14	092914 Reversed	Robert Ramirez			-2500.00			
833-0005	AP	10/07/14	Inv# C65492	SAN Plumbing Supply	-291.94					
498-0001	AP	10/07/14	C65492 Reversed	SAN Plumbing Supply	291.94					
276-0002	AP	09/25/15	Inv# 48978	Silver State Spec Comm LLC		2500.00				
CODE 38	TOTALS:			COST TOTALS:	4304.65	0.00	2665.70	1638.95	0.00	0.00
				BUDGET:	8121.00	3109.00	0.00	5012.00	0.00	0.00
				REMAINING:	3816.35	3109.00	-2665.70	3373.05	0.00	0.00
CODE: 39	Arx Engineering									
718-0001	AP	09/24/14	Inv# 0531 inose	Arx Engineering			1000.00			
168-0001	GJ	10/04/14	Document# 100414	Move all per RE			350.00			
CODE 39	TOTALS:			COST TOTALS:	1350.00	0.00	0.00	1350.00	0.00	0.00
				BUDGET:	1350.00	0.00	0.00	1350.00	0.00	0.00
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 41	Punch List									
727-0001	AP	08/26/14	Inv# 082614 mcdonald	The Home Depot		-35.59				
457-0001	PS	06/05/15	3.73 hr + 28% Burd	Mauricio Torres	127.95					
CODE 41	TOTALS: LABOR HOURS: 3.73			COST TOTALS:	92.36	127.95	-35.59	0.00	0.00	0.00
				BUDGET:	0.00	0.00	0.00	0.00	0.00	0.00
				REMAINING:	-92.36	-127.95	35.59	0.00	0.00	0.00
CODE: 50	CONTRACT AMOUNT									
176-0001	AR	09/04/15	Inv# 63717	Inose, Eugene						247596.40
177-0001	AR	09/04/15	63717 Reversed	Inose, Eugene						-247596.40
178-0001	AR	09/04/15	Inv# 63718	Inose, Eugene						247596.40
CODE 50	TOTALS:			COST TOTALS:	0.00	0.00	0.00	0.00	0.00	247596.40
				BUDGET:	0.00	0.00	0.00	0.00	0.00	247596.40
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 51	Completion to Date									
150-0001	AR	09/22/14	Inv# 063029	Inose, Eugene						138262.80

SUPP000062

DVC000699

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
854-0001	AR	09/22/14	063029	Reversed Inose, Eugene						-138262.80
855-0001	AR	10/08/14	Inv# 063065	Inose, Eugene						87541.01
859-0001	AR	10/08/14	063065	Reversed Inose, Eugene						-87541.01
860-0001	AR	10/08/14	Inv# 063067	Inose, Eugene						87541.01
CODE 51	TOTALS:			COST TOTALS:	0.00	0.00	0.00	0.00	0.00	87541.01
				BUDGET:	0.00	0.00	0.00	0.00	0.00	87541.01
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 53	Ferguson Ent.									
739-0010	CA	08/18/14	Check# 13251	Perfect picture tv repari			605.00			
546-0001	CA	08/18/14	13251	Reversed Perfect picture tv repari			-605.00			
866-0001	AP	08/25/14	Inv# COMPTAPPL	INOSE Chase Card Services/SW Air		89.00				
901-0014	AP	08/25/14	Inv# comftappl	inose Chase Card Services/SW Air		89.00				
640-0001	AP	11/26/14	Inv# B540606	Ferguson Eterprise Inc		5218.46				
362-0001	AP	02/04/15	Inv# 2454152	Chase Card Services/SW Air		340.08				
099-0001	AP	03/27/15	Inv# B562462	inose Ferguson Eterprise Inc		20012.35				
821-0001	AP	07/22/15	Inv# 072215	FERGSON Chase Card Services/SW Air			1800.00			
CODE 53	TOTALS:			COST TOTALS:	27548.89	0.00	25748.89	1800.00	0.00	0.00
				BUDGET:	30478.00	0.00	0.00	30478.00	0.00	0.00
				REMAINING:	2929.11	0.00	-25748.89	28678.00	0.00	0.00
CODE: 54	Content Manipulation									
204-0001	PS	09/11/15	5.00 hr + 28% Burd	Jose Luis Marquez	153.60					
204-0001	PS	09/11/15	4.62 hr + 28% Burd	Miguel Rubio	153.75					
204-0001	PS	09/11/15	5.00 hr + 28% Burd	Juan plancarte	153.60					
CODE 54	TOTALS: LABOR HOURS: 14.62			COST TOTALS:	460.95	460.95	0.00	0.00	0.00	0.00
				BUDGET:	2000.00	2000.00	0.00	0.00	0.00	0.00
				REMAINING:	1539.05	1539.05	0.00	0.00	0.00	0.00
CODE: 61	Firehouse Electric									
163-0001	GJ	09/20/14	Document# 092014	Inv. 1605 Firehouse Elec			5000.00			
197-0012	AP	10/28/14	Inv# 1642	Firehouse Electric			435.00			
197-0011	AP	10/30/14	Inv# 1645	Firehouse Electric			1040.00			
197-0014	AP	11/03/14	Inv# 1647	Firehouse Electric			435.00			
197-0013	AP	11/11/14	Inv# 111114	Firehouse Electric			435.00			
CODE 61	TOTALS:			COST TOTALS:	7345.00	0.00	0.00	7345.00	0.00	0.00
				BUDGET:	13051.00	0.00	0.00	13051.00	0.00	0.00
				REMAINING:	5706.00	0.00	0.00	5706.00	0.00	0.00
CODE: 62	Completion to Date									
16-0001	AR	09/24/14	Inv# 063039	Inose, Eugene						50000.00
CODE 62	TOTALS:			COST TOTALS:	0.00	0.00	0.00	0.00	0.00	50000.00
				BUDGET:	0.00	0.00	0.00	0.00	0.00	50000.00
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00
ODE: 63	Received Agreement									
95-0001	AR	10/02/14	Inv# 063052	Inose, Eugene						188882.26
56-0001	AR	10/02/14	063052	Reversed Inose, Eugene						-188882.26

SUPP000063

DVC000700

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
858-0001	AR	10/08/14	Inv# 063066	Inose, Eugene						262232.26
CODE 63	TOTALS:			COST TOTALS:	0.00	0.00	0.00	0.00	0.00	262232.26
				BUDGET:	0.00	0.00	0.00	0.00	0.00	262232.26
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 64	Artesia Kitchen Cabs									
119-0001	AP	10/14/14	Inv# 869	inose						
432-0005	AP	04/27/15	Inv# 1052	Artesia Kitchen & Bath LLC		73930.00				
677-0002	AP	04/27/15	1052	Reversed		73930.00				
746-0001	AP	07/07/15	Inv# 1134	Artesia Kitchen & Bath LLC			7712.00			
677-0001	AP	07/07/15	1134	Reversed			-7712.00			
678-0001	AP	07/07/15	Inv# 1052	A19CTC		67712.00				
CODE 64	TOTALS:			COST TOTALS:	141642.00	0.00	141642.00	0.00	0.00	0.00
				BUDGET:	163284.00	0.00	0.00	163284.00	0.00	0.00
				REMAINING:	21642.00	0.00	-141642.00	163284.00	0.00	0.00
CODE: 65	Creative Closets									
744-0001	AP	07/07/15	Inv# 1134	Creative Closets & Cabs LLC			7712.00			
744-0002	AP	07/07/15	Inv# 613	Creative Closets & Cabs LLC			430.00			
745-0001	AP	07/07/15	1134	Reversed			-7712.00			
CODE 65	TOTALS:			COST TOTALS:	430.00	0.00	0.00	430.00	0.00	0.00
				BUDGET:	18150.00	0.00	0.00	18150.00	0.00	0.00
				REMAINING:	17720.00	0.00	0.00	17720.00	0.00	0.00
CODE: 66	Diva Interior Con.									
134-0001	AP	09/10/14	Inv# 1119	inose					9295.00	
750-0001	AP	01/05/15	Inv# 417	Diva Interior Concepts LLC			3880.00			
747-0001	AP	03/11/15	Inv# 1132	Diva Interior Concepts LLC					24253.08	
747-0003	AP	03/16/15	Inv# 1133	Diva Interior Concepts LLC					9232.92	
381-0001	AP	03/27/15	Inv# b562462	Diva Interior Concepts LLC					20012.35	
398-0001	AP	03/27/15	b562462	Reversed					-20012.35	
384-0001	AP	04/14/15	Inv# 1137	Diva Interior Concepts LLC					18107.14	
110-0001	AP	04/24/15	Inv# 451	Diva Interior Concepts LLC					2203.94	
143-0015	AP	04/24/15	Inv# 4510	Diva Interior Concepts LLC					205.04	
752-0001	AP	05/20/15	Inv# 14266	O/P			-205.04			
751-0001	AP	07/06/15	Inv# 485	Diva Interior Concepts LLC			554.54			
778-0001	AP	07/15/15	Inv# 071515	Diva Interior Concepts LLC					619.84	
237-0010	AP	08/20/15	Inv# 509	Diva Interior Concepts LLC					96.91	
CODE 66	TOTALS:			COST TOTALS:	68243.37	0.00	0.00	4229.50	0.00	64013.87
				BUDGET:	65535.00	0.00	0.00	65535.00	0.00	0.00
				REMAINING:	-2708.37	0.00	0.00	61305.50	0.00	-64013.87
CODE: 67	Eagle Sentry									
138-0001	AP	11/25/14	Inv# 112514	Eagle Sentry			41841.37			
196-0001	AP	11/25/14	112514	Reversed			-41841.37			
197-0001	AP	11/25/14	Inv# 112514	A19CTC			20920.96			
CODE 67	TOTALS:			COST TOTALS:	20920.96	0.00	0.00	20920.96	0.00	0.00
				BUDGET:	57612.00	0.00	0.00	57612.00	0.00	0.00
				REMAINING:	36691.04	0.00	0.00	36691.04	0.00	0.00

SUPP000064

DVC000701

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS	
CODE: 69 Inose Superintenant											
063-0001	AP	09/10/14	Inv# 091014	Robert Ramirez					2500.00		
063-0002	AP	09/29/14	Inv# 092914	Robert Ramirez					2500.00		
067-0001	PS	10/24/14	160.00 hr + 28% Burd	Robert Ramirez	11264.00						
067-0001	PS	10/24/14	160.00 hr + 28% Burd	Robert Ramirez	2048.00						
129-0001	PS	10/31/14	40.00 hr + 28% Burd	Robert Ramirez	3952.00						
220-0001	PS	11/07/14	40.00 hr + 28% Burd	Robert Ramirez	4659.20						
241-0001	PS	11/14/14	34.00 hr + 28% Burd	Robert Ramirez	2828.80						
359-0001	PS	11/21/14	29.50 hr + 28% Burd	Robert Ramirez	2454.40						
450-0001	PS	11/26/14	36.00 hr + 28% Burd	Robert Ramirez	3161.60						
556-0001	PS	11/28/14	23.00 hr + 28% Burd	Robert Ramirez	1913.60						
760-0001	PS	12/12/14	39.00 hr + 28% Burd	Robert Ramirez	3244.80						
904-0001	PS	12/19/14	43.50 hr + 28% Burd	Robert Ramirez	3619.20						
986-0001	PS	12/24/14	46.00 hr + 28% Burd	Robert Ramirez	3827.20						
067-0001	PS	12/31/14	34.00 hr + 28% Burd	Robert Ramirez	2828.80						
223-0001	PS	01/16/15	49.00 hr + 28% Burd	Robert Ramirez	4076.80						
274-0001	PS	01/23/15	55.00 hr + 28% Burd	Robert Ramirez	4576.00						
324-0001	PS	01/30/15	40.00 hr + 28% Burd	Robert Ramirez	3660.80						
367-0001	PS	02/06/15	40.00 hr + 28% Burd	Robert Ramirez	3993.60						
431-0001	PS	02/13/15	48.00 hr + 28% Burd	Robert Ramirez	3993.60						
552-0001	PS	02/27/15	32.00 hr + 28% Burd	Robert Ramirez	2662.40						
552-0001	PS	02/27/15	38.00 hr + 28% Burd	Robert Ramirez	3161.60						
626-0001	PS	03/06/15	45.00 hr + 28% Burd	Robert Ramirez	3744.00						
696-0001	PS	03/13/15	41.00 hr + 28% Burd	Robert Ramirez	3411.20						
742-0001	PS	03/20/15	40.00 hr + 28% Burd	Robert Ramirez	2560.00						
774-0001	PS	03/27/15	40.00 hr + 28% Burd	Robert Ramirez	2560.00						
962-0001	PS	04/17/15	40.00 hr + 28% Burd	Robert Ramirez	2560.00						
962-0001	PS	04/17/15	24.00 hr + 28% Burd	Robert Ramirez	1536.00						
101-0001	PS	05/01/15	40.00 hr + 28% Burd	Robert Ramirez	2560.00						
101-0001	PS	05/01/15	40.00 hr + 28% Burd	Robert Ramirez	2560.00						
CODE 69	TOTALS:		LABOR HOURS: 1297.00	COST TOTALS:	98417.60	93417.60	0.00	0.00	0.00	5000.00	0.00
				BUDGET:	76038.00	0.00	0.00	76038.00	0.00	0.00	0.00
				REMAINING:	-22379.60	-93417.60	0.00	76038.00	0.00	-5000.00	0.00

CODE: 72 Summit Tile & Stone

594-0001	AP	06/16/15	Inv# 1247	Summit Tile & Stone, LLC				20971.75		
747-0001	AP	06/27/15	Inv# 1259	Summit Tile & Stone, LLC				19348.20		
748-0001	AP	07/07/15	Inv# 1271	Summit Tile & Stone, LLC				5176.50		
418-0004	AP	07/07/15	1271	Reversed Summit Tile & Stone, LLC				-5176.50		
378-0002	AP	07/28/15	Inv# 1314	Summit Tile & Stone, LLC				10013.55		
276-0004	AP	09/18/15	Inv# 1385	Summit Tile & Stone, LLC				9255.00		
418-0005	AP	09/18/15	1385	Reversed Summit Tile & Stone, LLC				-9255.00		
CODE 72	TOTALS:			COST TOTALS: 50333.50	0.00	0.00	50333.50	0.00	0.00	0.00
				BUDGET:	72805.00	982.00	0.00	71823.00	0.00	0.00
				REMAINING:	22471.50	982.00	0.00	21489.50	0.00	0.00

CODE: 74 Floor- Wood

711-0001	AP	05/14/15	Inv# ES503465	PS of Las Vegas LLC	24985.56					
106-0001	AP	07/31/15	Inv# 3355	Flooring Encounters				13249.25		

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
278-0001	AP	07/31/15	Inv# 3354	Flooring Encounters			158.00			
CODE 74	TOTALS:			COST TOTALS:	38392.81	0.00	24985.56	13407.25	0.00	0.00
				BUDGET:	30000.00	30000.00	0.00	0.00	0.00	0.00
				REMAINING:	-8392.81	30000.00	-24985.56	-13407.25	0.00	0.00
CODE: 80	Walker Zanger Inc									
060-0001	AP	08/24/15	Inv# 1594017	Walker Zanger Inc.		7343.73				
CODE 80	TOTALS:			COST TOTALS:	7343.73	0.00	7343.73	0.00	0.00	0.00
				BUDGET:	7343.00	0.00	0.00	7343.00	0.00	0.00
				REMAINING:	-0.73	0.00	-7343.73	7343.00	0.00	0.00
CODE: 81	Latin Glass									
009-0005	AP	07/27/15	Inv# 072715	Latin's Glass & Mirrors		1900.00				
156-0006	AP	07/27/15	Inv# 2	Latin's Glass & Mirrors		1900.00				
379-0022	AP	07/27/15	2	Reversed Latin's Glass & Mirrors		-1900.00				
CODE 81	TOTALS:			COST TOTALS:	1900.00	0.00	1900.00	0.00	0.00	0.00
				BUDGET:	1900.00	0.00	0.00	1900.00	0.00	0.00
				REMAINING:	0.00	0.00	-1900.00	1900.00	0.00	0.00
CODE: 82	Sunrise HVAC Insp.									
766-0007	AP	12/30/14	Inv# P145291	Sunrise Service Inc.			255.00			
372-0002	AP	01/20/15	Inv# P145477	Sunrise Service Inc.			379.00			
432-0002	AP	04/24/15	Inv# A142540	Sunrise Service Inc.			510.00			
472-0001	AP	05/26/15	Inv# P148248	Sunrise Service Inc.			1900.00			
967-0008	AP	07/31/15	Inv# P149540	Sunrise Service Inc.			525.00			
CODE 82	TOTALS:			COST TOTALS:	3569.00	0.00	0.00	3569.00	0.00	0.00
				BUDGET:	510.00	0.00	0.00	510.00	0.00	0.00
				REMAINING:	-3059.00	0.00	0.00	-3059.00	0.00	0.00
CODE: 83	Trendy Surfaces									
776-0001	AP	06/03/15	Inv# 2169	Trendy Services Inc.		19250.00				
CODE 83	TOTALS:			COST TOTALS:	19250.00	0.00	19250.00	0.00	0.00	0.00
				BUDGET:	19250.00	0.00	0.00	19250.00	0.00	0.00
				REMAINING:	0.00	0.00	-19250.00	19250.00	0.00	0.00
CODE: 84	Hy-Bar Windows									
436-0001	AP	11/17/14	Inv# 5559	Hy-bar Las Vegas			46042.00			
747-0002	AP	02/25/15	Inv# 5978	Hy-bar Las Vegas		7123.00				
793-0001	AP	02/25/15	Inv# 5977	Hy-bar Las Vegas		23021.00				
376-0001	AP	03/30/15	Inv# 6130	Hy-bar Las Vegas		12050.00				
446-0003	AP	04/01/15	Inv# 6328	Hy-bar Las Vegas		605.00				
239-0005	AP	04/22/15	Inv# 14-106431	Hy-bar Las Vegas		8176.00				
712-0001	AP	06/24/15	Inv# 6677	Hy-bar Las Vegas		5021.00				
717-0001	AP	06/24/15	6677	Reversed Hy-bar Las Vegas		-5021.00				
347-0001	PS	08/07/15	6.00 hr + 28% Burd	Jose A Salazar	153.60					
254-0001	AP	09/23/15	Inv# 6870	Hy-bar Las Vegas		10000.00				
418-0006	AP	09/23/15	6870	Reversed Hy-bar Las Vegas		-10000.00				

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
CODE 84	TOTALS:	LABOR HOURS:	6.00	COST TOTALS:	97170.60	153.60	50975.00	46042.00	0.00	0.00
				BUDGET:	110657.00	0.00	0.00	110657.00	0.00	0.00
				REMAINING:	13486.40	-153.60	-50975.00	64615.00	0.00	0.00
CODE: 85	D.H.Electric High V									
462-0016	AP	12/16/14	Inv# 121614	Desert Home Electric, Inc.			1250.00			
462-0015	AP	01/19/15	Inv# 14208	Desert Home Electric, Inc.			6748.20			
537-0004	AP	05/26/15	Inv# 14616	Desert Home Electric, Inc.			6748.20			
753-0001	AP	06/12/15	Inv# 51216B	Desert Home Electric, Inc.			1050.00			
754-0001	AP	06/12/15	Inv# 51216C	Desert Home Electric, Inc.			900.00			
755-0001	AP	06/12/15	Inv# 51216A	Desert Home Electric, Inc.			3280.00			
CODE 85	TOTALS:			COST TOTALS:	19976.40	0.00	0.00	19976.40	0.00	0.00
				BUDGET:	32344.00	0.00	0.00	32344.00	0.00	0.00
				REMAINING:	12367.60	0.00	0.00	12367.60	0.00	0.00
CODE: 87	Picture Perfect TV									
544-0001	AP	08/18/14	Inv# INOSE	Perfect Picture TV					605.00	
CODE 87	TOTALS:			COST TOTALS:	605.00	0.00	0.00	0.00	605.00	0.00
				BUDGET:	605.00	605.00	0.00	0.00	0.00	0.00
				REMAINING:	0.00	605.00	0.00	0.00	-605.00	0.00
CODE: 89	Comfort Home Electr									
571-0025	AP	09/02/14	Inv# INOSEAPPL	Chase Card Services/SW Air		89.00				
CODE 89	TOTALS:			COST TOTALS:	89.00	0.00	89.00	0.00	0.00	0.00
				BUDGET:	89.00	0.00	0.00	89.00	0.00	0.00
				REMAINING:	0.00	0.00	-89.00	89.00	0.00	0.00
CODE: 90	Completion To Date									
273-0001	AR	01/22/15	Inv# 063255	Inose, Eugene						300000.00
CODE 90	TOTALS:			COST TOTALS:	0.00	0.00	0.00	0.00	0.00	300000.00
				BUDGET:	0.00	0.00	0.00	0.00	0.00	300000.00
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 91	H.D. Landscape									
327-0001	AP	01/22/15	Inv# 0215023	High Desert Landscape &			2094.00			
CODE 91	TOTALS:			COST TOTALS:	2094.00	0.00	0.00	2094.00	0.00	0.00
				BUDGET:	2094.00	0.00	0.00	2094.00	0.00	0.00
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 92	LEE HVAC									
93-0002	AP	03/12/15	Inv# 031215	Lee's Heating and Cooling			6685.00			
CODE 92	TOTALS:			COST TOTALS:	6685.00	0.00	0.00	6685.00	0.00	0.00
				BUDGET:	6685.00	0.00	0.00	6685.00	0.00	0.00
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00
CODE: 94	West Coast Concrete									

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS		
067-0003	AP	04/23/15	Inv# 7171	West Coast Concrete			1850.00					
395-0001	AP	05/21/15	Inv# 7188	West Coast Concrete			8117.00					
775-0006	AP	07/06/15	Inv# 7216	West Coast Concrete			4288.00					
049-0001	AP	07/06/15	7216 Reversed	West Coast Concrete			-4288.00					
050-0001	AP	07/06/15	Inv# 7216	West Coast Concrete			3288.00					
156-0002	AP	08/21/15	Inv# 7259	West Coast Concrete			15188.00					
418-0001	AP	08/21/15	7259 Reversed	West Coast Concrete			-15188.00					
CODE 94	TOTALS:			COST TOTALS:	13255.00	0.00	0.00	13255.00	0.00	0.00	0.00	
				BUDGET:	29443.00	0.00	0.00	29443.00	0.00	0.00	0.00	
				REMAINING:	16188.00	0.00	0.00	16188.00	0.00	0.00	0.00	
CODE: 95	Billing 7/1/2015											
691-0001	AR	07/01/15	Inv# 63608	Inose, Eugene						350000.00		
CODE 95	TOTALS:			COST TOTALS:	0.00	0.00	0.00	0.00	0.00	350000.00		
				BUDGET:	0.00	0.00	0.00	0.00	0.00	350000.00		
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00		
CODE: 97	Easy Lift Elevators											
537-0002	AP	06/08/15	Inv# 162940	Eazylift Elevators			882.40					
CODE 97	TOTALS:			COST TOTALS:	882.40	0.00	0.00	882.40	0.00	0.00	0.00	
				BUDGET:	882.00	0.00	0.00	882.00	0.00	0.00	0.00	
				REMAINING:	-0.40	0.00	0.00	-0.40	0.00	0.00	0.00	
CODE: 98	Custom Landau											
432-0001	AP	04/08/15	Inv# 5799	Custom Landau			3250.00					
CODE 98	TOTALS:			COST TOTALS:	3250.00	0.00	0.00	3250.00	0.00	0.00	0.00	
				BUDGET:	3250.00	0.00	0.00	3250.00	0.00	0.00	0.00	
				REMAINING:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CODE: 99	VENETIAN											
757-0001	AP	06/04/15	Inv# 2310	Venetian Tile & Stone			3825.00					
650-0004	CA	09/04/15	sw card	Misc - Credit Card		713.50						
CODE 99	TOTALS:			COST TOTALS:	4538.50	0.00	713.50	3825.00	0.00	0.00	0.00	
				BUDGET:	3825.00	0.00	0.00	3825.00	0.00	0.00	0.00	
				REMAINING:	-713.50	0.00	-713.50	0.00	0.00	0.00	0.00	
BASE BUDGET TOTALS: LABOR HOURS: 7626.44					COST TOTALS:	1009123.08	261909.22	391057.83	270609.61	2950.23	82596.19	1297369.67
** CHANGE ORDER C001 Robs Supplement **												
CODE: 00	Robs Supplement											
126-0001	AR	01/08/15	Inv# 063225	Inose, Eugene							23961.60	
140-0001	PS	01/09/15	40.00 hr + 28% Burd	Robert Ramirez		3328.00						
CODE 00	TOTALS: LABOR HOURS: 40.00			COST TOTALS:	3328.00	3328.00	0.00	0.00	0.00	0.00	23961.60	
				BUDGET:	19000.00	19000.00	0.00	0.00	0.00	0.00	23961.60	
				REMAINING:	15672.00	15672.00	0.00	0.00	0.00	0.00	0.00	

For Codes: All

04/25/17

For Dates: Beginning - To Date

JOB: A19CTC CTC & MAT- INOSE

REF #	JR	DATE	DOCUMENT	DESCRIPTION	LABOR	MATERIAL	SUBCON	EQUIP	OTHER	BILLINGS
C/O C001	TOTALS:	LABOR HOURS: 40.00	COST TOTALS:	3328.00	3328.00	0.00	0.00	0.00	0.00	23961.60
SUBJOB CTC	TOTALS:	LABOR HOURS: 7666.44	COST TOTALS:	1012451.08	265237.22	391057.83	270609.61	2950.23	82596.19	1321331.27
JOB A19	TOTALS:	LABOR HOURS: 7666.44	COST TOTALS:	1012451.08	265237.22	391057.83	270609.61	2950.23	82596.19	1321331.27

1 RSPN

2 CARRIE E. HURTIK, ESQ.

3 Nevada Bar No. 7028

4 JONATHON R. PATTERSON, ESQ.

5 Nevada Bar No. 009644

6 HURTIK LAW & ASSOCIATES

7 7866 W. Sahara Avenue

8 Las Vegas, Nevada 89117

9 (702) 966-5200 Telephone

10 (702) 966-5206 Facsimile

11 churtik@hurtiklaw.com

12 jpatterson@hurtiklaw.com

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

15 EIGHTH JUDICIAL DISTRICT COURT

16 COUNTY OF CLARK, NEVADA

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

19 Plaintiff,

20 vs.

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

26 Defendants.

27 EUGENE INOSE, an individual;

28 Counterclaimant,

29 vs.

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

CASE NO.: A-16-734351-C

DEPT NO.: XXX

**PLAINTIFF, DESERT VALLEY
CONTRACTING, INC RESPONSES TO
DEFENDANT EUGENE INOSE'S FIRST
SET OF INTERROGATORIES**

34 TO: EUGENE INOSE, Plaintiff;

35 TO: BRIAN W. BOSCHEE, ESQ and WILLIAM N. MILLER, 400 South Fourth Street,
36 Third Floor, Las Vegas Nevada 89101.

37 Plaintiff Desert Valley Contracting Responses to Defendant's Interrogatories

38 Page 1

SUPP000070

1 COMES NOW, Plaintiff, DESERT VALLEY CONTRACTING, INC. (hereinafter
2 "PLAINTIFF"), by and through their attorneys of record, CARRIE E. HURTIK, ESQ., of the law firm
3 of HURTIK LAW & ASSOCIATES, and hereby provides the following Responses to Defendant,
4 EUGENE INOSE'S First Set of Interrogatories.

5
6 **PRELIMINARY STATEMENT**

7 These responses are made solely for the purpose of this action. Each response is subject to all
8 appropriate objections (including, but not necessarily limited to, objections concerning competency,
9 relevancy, propriety and admissibility) which require the exclusion of any statement contained herein
10 if the requests were asked of, or any statement made herein was made by, a witness present and
11 testifying in court. All such objections and grounds are reserved and may be interposed at the time of
12 trial. The responding party further reserves the right to raise contentions and to argue new legal
13 theories subject only to such rules of civil procedure and evidence which may require an amendment
14 of the pleadings.
15

16 The responding party does not treat the requests as continuing and does not assume the burden
17 of supplementing these responses for the purpose of supplying information and/or writing discovered
18 subsequent to the date of these responses. Without in any way assuming any obligation to do so,
19 responding party reserves the right to alter, supplement, amend or otherwise modify these responses in
20 any way, at any time, including at trial, in the light of facts determined to be relevant or revealed to
21 such responding party through discovery, further investigation or further legal analysis. Responding
22 party also reserves the right to apply for relief to permit the insertion into these responses of any
23 information that been inadvertently or unintentionally omitted or to introduce such information into
24 evidence at the time of trial.
25

26 No attorney/client or work product or other privileged information will be identified, supplied
27 or produced. All evidentiary objections shall be reserved to the time of trial and no waiver of any
28

1 objection is to be implied from any response contained herein. It is not intended by these responses to
2 make any fact otherwise objectionable at the time of trial admissible by these responses. Any response
3 supplied to any part of any response is not a waiver of any objection to any other part of the request
4 which is objectionable.

5
6 The responding party has not fully completed its investigation of the facts relating to this case,
7 has not completed discovery in this action, and has not completed its preparation for trial. All of the
8 responses contained herein are based only upon such information and documents which are presently
9 available to and specifically known to the responding party. Further discovery, independent of
10 investigation, research and analysis may supply or lead to additional facts and/or documents, add new
11 meaning to the presently know facts, as well as establish entirely new factual conclusions and legal
12 contentions, all of which may lead to substantial, and/or changes in and/or variations from, these
13 responses. Moreover, responding party has not yet completed its review and analysis of documents
14 and expected testimony of witnesses. Accordingly, nothing contained in these responses shall be
15 construed or considered to be a final or exhaustible list of documents in responding party's possession,
16 custody or control at the time of trial.

17
18 Except for explicit facts admitted herein, no admissions of any nature whatsoever are implied
19 or should be inferred. The fact that any response herein has been responded to should not be taken as
20 an admissions or acceptance of the existence of any facts set forth or assumed by such request, or that
21 such response constitutes admissible evidence. The responding party objects to the instructions and
22 definitions to the extent, if any, they go beyond the scope and requirements of the Nevada Rules of
23 Civil Procedure.

24 GENERAL OBJECTIONS

25
26 The following general objections are incorporated into each of the Plaintiff's Responses to
27 Defendant's First Request for Interrogatories.

1 Wherever Plaintiff objects to a request on the grounds that said Request is unduly burdensome
2 and oppressive, Defendant's attention is directed to the following cases: Redland Soccer Club v.
3 Department of the Army, 55 F.3d 827 (3rd Cir. 1995) (overly broad requests); Schaap v. Executive
4 Industries, 130 F.R.D. 384 (N.D.Ill 1990) (burdensomeness of the request); privilege Riss & Co. v.
5 Association of American Railroads, 23 F.R.D. 211 (D.D.C. 1959); United States v. Lowe's, Inc., 23
6 F.R.D. 178 (S.D.N.Y. 1959); Green v. Raymond, 41 F.R.D. 11 (D. Colo. 1966); and Flour Mills of
7 America, Inc. v. Pace, 75 F.R.D. 676 (D. Okla. 1977).

9 Further, wherever Plaintiff objects to a request on the grounds of vagueness and overbreadth,
10 attention is direction to the following cases: Jewish Hospital Ass'n of Louisville v. Struck
11 Construction Co., 77 F.R.D. 59 (C.D. Ky. 1978); Flour Mills of America, Inc. v. Pace, 75 F.R.D. 676
12 (D. Okla. 1977); and Stovall v. Gulf & So. Am. S.S. Co., 30 F.R.D. 152 (D. Tex. 1961). Further,
13 wherever Plaintiff objects to a request on the grounds that the request is irrelevant and not calculated
14 to lead to admissible evidence, attention is directed to the following cases: Green v. Raymond, 41
15 F.R.D. 11 (D. Colo. 1966); and Burroughs v. Warner Bros. Pictures, 14 F.R.D. 165, 166 (D. Mass.
16 1963).

18 Further, wherever Plaintiff objects to a request regarding trial preparation materials on the
19 grounds that propounding party has failed to show "good cause" under N.R.C.P. 26(b)(33), attention is
20 directed to the following cases: United States v. Chatham City Corp., 72 F.R.D. 640 at 6420643 (S.D.
21 Ga. 1976); and First Wisconsin Mtg. First Wisconsin Corp., 86 F.D.R. 160 at 165, 167 (E.D. Wisc.
22 1980).

24 Further, wherever Plaintiff objects to a request on the grounds of attorney client privilege,
25 attention is directed to the following cases: Burns v. Imagine Films Entertainment, 164 F.R.D. 589
26 (W.D.N.Y. 1996) (privilege); Sperry Rand Corp. v. IBM, 45 F.R.D. 287 (D. Del. 1969); Jewish
27 Hospital Ass'n of Louisville v. Struck Construction Co., 77 F.R.D. 59 (C.D. Ky. 1978).

1 Further, wherever Plaintiff lacks necessary information to make a full, fair and specific answer
2 to a request, Plaintiff will so state and set forth in detail the effort made to obtain the information.
3 Miller v. Doctor's General Hospital, 76 F.R.D. 136 (W.D. Okla. 1997); Zanowic v. Reno, 2000 U.S.
4 Dist. Lexis 13845 (S.D.N.Y. 2000).

5 Finally, Plaintiff reserves the right to supplement a response pursuant to Rocker v. KPMG,
6 LLP, 148 P.3d 703, 709 (Nev. 2006), abrogated on other grounds by Buzz Stew, LLC v. City of N.
7 Las Vegas, 124 Nev. 224, 228 n.6, 181 P.3d 670, 672 n.6 (2008).

8 DEFINITIONS OF SPECIFIC OBJECTIONS

9
10 As used in the specific response below, the following terms include objections based upon their
11 respective definitions:

- 12 A. "Vague" is defined to mean: Plaintiff objects on the basis that the request is indefinite,
13 uncertain and not susceptible of being understood.
- 14 B. "Ambiguous" is defined to mean: Plaintiff objects on the basis that the request is ambiguous
15 because a reasonable person can find different meanings in a statute or document.
- 16 C. "Argumentative" is defined to mean: Plaintiff objects on the basis that the request requires the
17 adoption of an assumption, which is improper. Reasoning or arguments upon those facts and
18 their relation to the matter in dispute, such as should be reserved for presentation at trial.
- 19 D. "Repetitive discovery, previously propounded" is defined to mean: Plaintiff objects on the
20 basis that the request, substantively, has been previously propounded by Plaintiff.
- 21 E. "Privilege" is defined to mean: Plaintiff objects on the basis that the request seeks information
22 that is (1) made for the purpose of facilitating the rendition of professional legal services to the
23 Plaintiff; (2) protected by the work-product doctrine; 3) protected because it consists, in whole
24 or in part, of trial preparation materials and/or documents containing mental impressions,
25
26
27

1 conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of
2 the Nevada Rules of Civil Procedures; and/or (5) protected under any other valid privilege.

3 F. "Burdensome" is defined to mean: Plaintiff objects on the basis that the request is so broad and
4 uncertain that it creates an unreasonable and undue burden. "Burdensome" is also defined to
5 mean that Plaintiff objects to the request because the information sought is more readily
6 through some other, more convenient, less burdensome, and less expensive source or discovery
7 procedure. *See* Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

8
9 G. "Equally available" is defined to mean: Plaintiff objects on the basis that the request seeks
10 information that is equally available to Defendant.

11 H. "Irrelevant" is defined to mean: Plaintiff objects on the basis that the request concerning
12 information irrelevant to the subject matter of this action and not reasonably calculated to lead
13 to the discovery of admissible evidence.

14
15 I. "Overbroad" is defined to mean: Plaintiff objects on the basis that the request is overbroad and
16 calls for an expansive potential breadth of information that is unreasonable in scope and
17 parameter.

18 J. The phrase "without waiving the foregoing objection," or words have similar effect are defined
19 to mean: while Plaintiff will produce a response to the request, the information sought by the
20 request that is covered by either a specific or general objection will not include a response.
21

22
23 **INTERROGATORY NO. 1:**

24 Please identify each person, by name, address, telephone number, and title (if applicable) who
25 assisted You in the preparation of the answers to these interrogatories and identify the specific
26 interrogatory(ies) for which each person assisted.
27

1 **RESPONSE NO. 1:**

2 Jonathon R. Patterson, Esq., 7866 West Sahara Ave., Las Vegas, NV, 89117. 702-966-5200, 1
3 through 21.

4 **INTERROGATORY NO. 2:**

5 Please specify in detail Your calculation of damages in this Action against Inose.

6 **RESPONSE NO. 2:**

7 Please see PLT000685-706, Job Billing and Cost Detail. Plaintiff was paid approximately One
8 Million, Two Hundred, Thirty-Eight Thousand, Six Hundred, Fifty-Five Dollars and Thirty-Five cents,
9 (\$1,238,635.35). Plaintiff is entitled to One Million, Three Hundred, Twenty-One Thousand, Three
10 Hundred Thirty One Dollars and Twenty-Seven Cents (\$1,321,331.27). Therefore, Plaintiff has been
11 damaged in the amount of approximately Eighty-Two Thousand, Six Hundred, Ninety-Two Dollars
12 and Twenty-Seven cents (\$82,692.27). Discovery is continuing. Responding party reserved the right to
13 supplement this response.
14
15

16 **INTERROGATORY NO. 3:**

17 Please identify each person or entity, by name, address, telephone number, and title (if
18 applicable) who You believe has knowledge of the facts supporting Your claims and allegations in
19 Your Complaint.
20

21 **RESPONSE NO. 3:**

- 22 1. Personal Most Knowledgeable and/or Custodian of Records
23 Desert Valley Contracting, Inc.
24 c/o Hurtik Law & Associates
25 7866 West Sahara Avenue
26 Las Vegas, Nevada 89117
27 Telephone: (702) 966-5200

28 Person Most Knowledgeable is expected to testify concerning the following, without
limitation: the repair and rebuild of the residential home located at 587 Saint Croix Street, Henderson,

1 Nevada 8901 2(hereinafter "Subject Property"), Work Authorization and Contract dated August 8,
2 2014, repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC and
3 subcontractors at the Subject Property, and other facts and circumstances that may arise concerning the
4 claims and defenses alleged in this matter. The Custodian of Records is expected to testify regarding
5 the authenticity of documents produced by DVC during the course of litigation.
6

7 2. Dennis Zachary
8 c/o Hurtik Law & Associates
9 7866 West Sahara Avenue
10 Las Vegas, Nevada 89117
11 Telephone: (702) 966-5200

12 Mr. Dennis Zachary is expected to testify concerning the following, without limitation: the
13 repair and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair
14 and rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
15 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
16 alleged in this matter.

17 3. Eugene Inose
18 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
19 400 South Fourth Street, 3rd Floor
20 Las Vegas, Nevada 89101
21 Telephone: (702) 791-0308

22 Mr. Eugene Inose is expected to testify concerning the following, without limitation: the repair
23 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
24 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
25 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
26 alleged in this matter.

27 4. Jeffrey Louie
28 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
400 South Fourth Street, 3rd Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-0308

1 Mr. Jeffrey Louie is expected to testify concerning the following, without limitation: the repair
2 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
3 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
4 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
5 alleged in this matter.
6

- 7 5. Person Most Knowledgeable and/or Custodian of Records for
8 IN-LO Properties, LLC
9 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
400 South Fourth Street, 3rd Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-0308

10 Person Most Knowledgeable is expected to testify concerning the following, without
11 limitation: the repair and rebuild of the Subject Property, Work Authorization and Contract dated
12 August 8, 2014, repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC
13 and subcontractors at the Subject Property, and other facts and circumstances that may arise
14 concerning the claims and defenses alleged in this matter. The Custodian of Records is expected to
15 testify regarding the authenticity of documents produced by IN-LO Properties, LLC, during the course
16 of litigation.
17

- 18 6. The Person(s) Most Knowledgeable and/or Custodian of Records
19 Sunrise Service, Inc.
20 7380 Commercial Way
Henderson, Nevada 89011

21 The Person(s) Most Knowledgeable at Sunrise Service, Inc. is expected to testify to the facts
22 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
23 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Sunrise
24 Service, Inc. is expected to testify as pertains to any subcontracts to the scope of work and any
25 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
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1 Records is expected to testify regarding the authenticity of documents produced by Sunrise Service,
2 Inc. during the course of litigation.

- 3 7. The Person(s) Most Knowledgeable and/or Custodian of Records
4 Summit Tile & Stone
5 c/o FELDMAN GRAF, P.C.
6 8845 W. Flamingo Road, Suite 210
7 Las Vegas, Nevada 89147
8 Telephone: (702) 949-5096

9 The Person(s) Most Knowledgeable at Summit Tile & Stone is expected to testify to the facts
10 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
11 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Summit
12 Tile & Stone is expected to testify as pertains to any subcontracts to the scope of work and any
13 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
14 Records is expected to testify regarding the authenticity of documents produced by Summit Tile &
15 Stone during the course of litigation.

- 16 8. The Person(s) Most Knowledgeable and/or Custodian of Records
17 Hy-Bar Windows and Doors
18 6210 South Annie Oakley
19 Las Vegas, Nevada 89120

20 The Person(s) Most Knowledgeable at Hy-Bar Windows and Doors is expected to testify to the
21 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
22 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
23 at Hy-Bar Windows and Doors is expected to testify as pertains to any subcontracts to the scope of
24 work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
25 Custodian of Records is expected to testify regarding the authenticity of documents produced by Hy-
26 Bar Windows and Doors during the course of litigation.

- 27 9. The Person(s) Most Knowledgeable and/or Custodian of Records
28 Easy Lift Elevators
2326 Caserta Court

1 Henderson, Nevada 89074

2 The Person(s) Most Knowledgeable at Easy Lift Elevators is expected to testify to the facts and
3 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
4 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Easy Lift
5 Elevators is expected to testify as pertains to any subcontracts to the scope of work and any materials
6 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
7 expected to testify regarding the authenticity of documents produced by Easy Lift Elevators during the
8 course of litigation.
9

10 10. The Person(s) Most Knowledgeable and/or Custodian of Records
11 Eagle Sentry
12 3595 East Patrick Lane, #1200
Las Vegas, Nevada 89120

13 The Person(s) Most Knowledgeable at Eagle Sentry is expected to testify to the facts and
14 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
15 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Eagle Sentry
16 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied
17 for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to
18 testify regarding the authenticity of documents produced by Eagle Sentry during the course of
19 litigation.
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21 11. The Person(s) Most Knowledgeable and/or Custodian of Records
22 Desert Home Electric, Inc.
23 8625 West Sahara Avenue, #441
Las Vegas, Nevada 89117

24 The Person(s) Most Knowledgeable at Desert Home Electric, Inc. is expected to testify to the
25 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
26 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
27 at Desert Home Electric, Inc. is expected to testify as pertains to any subcontracts to the scope of work
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1 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
2 Records is expected to testify regarding the authenticity of documents produced by Desert Home
3 Electric, Inc. during the course of litigation.

4 12. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Artesia Kitchen & Bath
6 2972 South Rainbow, Suite B
7 Las Vegas, Nevada 89146

8 The Person(s) Most Knowledgeable at Artesia Kitchen & Bath is expected to testify to the facts
9 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
10 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Artesia
11 Kitchen & Bath is expected to testify as pertains to any subcontracts to the scope of work and any
12 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
13 Records is expected to testify regarding the authenticity of documents produced by Artesia Kitchen &
14 Bath during the course of litigation.

15 13. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Efficient Space Planning
17 6045 Harrison Drive, #4
18 Las Vegas, Nevada 89120

19 The Person(s) Most Knowledgeable at Efficient Space Planning expected to testify to the facts
20 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
21 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Efficient
22 Space Planning is expected to testify as pertains to any subcontracts to the scope of work and any
23 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
24 Records is expected to testify regarding the authenticity of documents produced by Efficient Space
25 Planning during the course of litigation.

26 14. The Person(s) Most Knowledgeable and/or Custodian of Records
27 Diversified Protection Systems, Inc.
28 4435 Wagon Trail Avenue

1 Las Vegas, Nevada 89118

2 The Person(s) Most Knowledgeable at Diversified Protection Systems, Inc. is expected to
3 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
4 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
5 Knowledgeable at Diversified Protection Systems, Inc. is expected to testify as pertains to any
6 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
7 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
8 documents produced by Diversified Protection Systems, Inc. during the course of litigation.
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10 15. The Person(s) Most Knowledgeable and/or Custodian of Records
11 Custom Landau
12 P.O. Box 753476
Las Vegas, Nevada 89136

13 The Person(s) Most Knowledgeable at Custom Landau is expected to testify to the facts and
14 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
15 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Custom
16 Landau is expected to testify as pertains to any subcontracts to the scope of work and any materials
17 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
18 expected to testify regarding the authenticity of documents produced by Custom Landau during the
19 course of litigation.
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21 16. The Person(s) Most Knowledgeable and/or Custodian of Records
22 Arx Engineering
23 3413 Carolina Moon Avenue
North Las Vegas, Nevada 89081

24 The Person(s) Most Knowledgeable at Arx Engineering is expected to testify to the facts and
25 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
26 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Arx
27 Engineering is expected to testify as pertains to any subcontracts to the scope of work and any
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1 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
2 Records is expected to testify regarding the authenticity of documents produced by Arx Engineering
3 during the course of litigation.

4 17. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Central Valley Insulation
6 P.O. Box 534451
7 Atlanta, GA 30353-4451
8 1401 Trade Drive
9 North Las Vegas, Nevada 89030

10 The Person(s) Most Knowledgeable at Central Valley Insulation is expected to testify to the
11 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
12 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
13 at Central Valley Insulation is expected to testify as pertains to any subcontracts to the scope of work
14 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
15 Records is expected to testify regarding the authenticity of documents produced by Central Valley
16 Insulation during the course of litigation.

17 18. The Person(s) Most Knowledgeable and/or Custodian of Records
18 Burnham Painting & Drywall Corp.
19 668 Middlegate Road
20 Henderson, Nevada 89011

21 The Person(s) Most Knowledgeable at Burnham Painting & Drywall Corp. is expected to
22 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
23 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
24 Knowledgeable at Burnham Painting & Drywall Corp. is expected to testify as pertains to any
25 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
26 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
27 documents produced by Burnham Painting & Drywall Corp. during the course of litigation.

28 19. The Person(s) Most Knowledgeable and/or Custodian of Records
Plaintiff Desert Valley Contracting Responses to Defendant's Interrogatories

1 Comfort Home Appliance
2 6672 Boulder Hwy, Suite 6
3 Las Vegas, Nevada 89122

4 The Person(s) Most Knowledgeable at Comfort Home Appliance is expected to testify to the
5 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
6 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
7 at Comfort Home Appliance is expected to testify as pertains to any subcontracts to the scope of work
8 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
9 Records is expected to testify regarding the authenticity of documents produced by Comfort Home
10 Appliance during the course of litigation.

11 20. The Person(s) Most Knowledgeable and/or Custodian of Records
12 Diva Interior Concepts, LLC
13 10040 West Cheyenne, Suite 170-115
14 Las Vegas, Nevada 89129

15 The Person(s) Most Knowledgeable at Diva Interior Concepts, LLC is expected to testify to the
16 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
17 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
18 at Diva Interior Concepts, LLC is expected to testify as pertains to any subcontracts to the scope of
19 work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
20 Custodian of Records is expected to testify regarding the authenticity of documents produced by Diva
21 Interior Concepts, LLC during the course of litigation.

22 21. The Person(s) Most Knowledgeable and/or Custodian of Records
23 Desert Lumber
24 4950 North Berg
25 North Las Vegas, Nevada 89081

26 The Person(s) Most Knowledgeable at Desert Lumber is expected to testify to the facts and
27 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
28 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Desert

1 Lumber is expected to testify as pertains to any subcontracts to the scope of work and any materials
2 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
3 expected to testify regarding the authenticity of documents produced by Desert Lumber during the
4 course of litigation.

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6 22. The Person(s) Most Knowledgeable and/or Custodian of Records
7 Firehouse Electric
8 6955 North Durango Ste. # 1115
9 Las Vegas, Nevada 89149

10 The Person(s) Most Knowledgeable at Firehouse Electric is expected to testify to the facts and
11 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
12 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Firehouse
13 Electric is expected to testify as pertains to any subcontracts to the scope of work and any materials
14 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
15 expected to testify regarding the authenticity of documents produced by Firehouse Electric during the
16 course of litigation.

17 23. The Person(s) Most Knowledgeable and/or Custodian of Records
18 Precision Plumbing
19 7500 West Lake Mead Blvd., Suite 9-483
20 Las Vegas, Nevada 89128

21 The Person(s) Most Knowledgeable at Precision Plumbing is expected to testify to the facts
22 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
23 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at
24 Precision Plumbing is expected to testify as pertains to any subcontracts to the scope of work and any
25 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
26 Records is expected to testify regarding the authenticity of documents produced by Precision
27 Plumbing during the course of litigation.

28 24. The Person(s) Most Knowledgeable and/or Custodian of Records

1 Picture Perfect TV
2 3297 Las Vegas Blvd. North, Ste. 62
3 Las Vegas, Nevada 89121

4 The Person(s) Most Knowledgeable at Picture Perfect TV is expected to testify to the facts and
5 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
6 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Picture
7 Perfect TV is expected to testify as pertains to any subcontracts to the scope of work and any materials
8 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
9 expected to testify regarding the authenticity of documents produced by Picture Perfect TV during the
10 course of litigation.

11 25. The Person(s) Most Knowledgeable and/or Custodian of Records
12 West Coast Concrete, Inc.
13 3904 Raymert
14 Las Vegas, Nevada 89121

15 The Person(s) Most Knowledgeable at West Coast Concrete, Inc. is expected to testify to the
16 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
17 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
18 at West Coast Concrete, Inc. is expected to testify as pertains to any subcontracts to the scope of work
19 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
20 Records is expected to testify regarding the authenticity of documents produced by West Coast
21 Concrete, Inc. during the course of litigation.

22 26. The Person(s) Most Knowledgeable and/or Custodian of Records
23 Silver State Specialties, LLC
24 4030 Industrial Center Dr. Ste. 501
25 North Las Vegas, Nevada 89030

26 The Person(s) Most Knowledgeable at Silver State Specialties, LLC is expected to testify to the
27 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
28 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable

1 at Silver State Specialties, LLC is expected to testify as pertains to any subcontracts to the scope of
2 work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
3 Custodian of Records is expected to testify regarding the authenticity of documents produced by Silver
4 State Specialties, LLC during the course of litigation.

5
6 27. The Person(s) Most Knowledgeable and/or Custodian of Records
7 Prosource of Las Vegas
8 7350 Dean Martin Drive, Suite 303
9 Las Vegas, Nevada 89139

10 The Person(s) Most Knowledgeable at Prosource of Las Vegas is expected to testify to the
11 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
12 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
13 at Prosource of Las Vegas is expected to testify as pertains to any subcontracts to the scope of work
14 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
15 Records is expected to testify regarding the authenticity of documents produced by Prosource of Las
16 Vegas during the course of litigation.

17 28. The Person(s) Most Knowledgeable and/or Custodian of Records
18 Wilshire Refrigeration & Appliance, Inc.
19 9177 Kelvin Avenue
20 Chatsworth, California 91311

21 The Person(s) Most Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to
22 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
23 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
24 Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to testify as pertains to any
25 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
26 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
27 documents produced by Wilshire Refrigeration & Appliance, Inc. during the course of litigation.

28 29. Daniel Merritt

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Discovery is continuing. Responding party reserved the right to supplement this response.

Please identify each and every “upgrades in materials and work” that You are referring to in the Complaint at pg.5, ¶23, pg.8, ¶46, and pg.13, ¶88.

Please see, Plaintiff's Disclosures in the Joint Case Conference Report DVC000001-684, specifically, DVC000191, DVC000193-4, DVC000201-208, DVC000232, DVC00240, DVC000243, DVC000267, DVC000269, and DVC000408. Also, please see IN-LO000041-43, IN-LO000046-49, and IN-LO000068-70. Discovery is continuing. Responding party reserves the right to supplement these responses.

How did Inose “dictate [] who the superintendent would be for the jobsite”, as alleged in the Complaint at pg.5, ¶25, pg.8, ¶48, and pg. 13, ¶90.

Defendant insisted that Robert Ramirez be the onsite supervisor for the Project. Desert Valley Contracting did not select him.

1 **INTERROGATORY NO. 6:**

2 Please identify each and every change order You submitted relating to the Property and/or
3 Contract, and with each change order You identify, please state: (1) what the change order was for: (2)
4 the amount of the change order; (3) when was the change order presented to Inose; (4) whether Inose
5 approved of the change order in writing; (5) how much of the change order Inose approved; and (6)
6 when Inose approved of the change order in writing.
7

8 **RESPONSE NO. 6:**

9 Objection. Burdensome, better suited for a deposition. Discovery is continuing, this
10 responding party reserves the right to supplement these response.

11 **INTERROGATORY NO. 7:**

12 Please identify each and every fact or basis supporting Your contention that Inose "is
13 responsible for the upgrades and change orders that he caused to happen on this Subject Property, due to
14 his choices and changing his mind in several instances as to what products were to be installed" as
15 alleged in the Complaint at pgs. 5-6, ¶31, pg. 8, ¶53 and pg. 14, ¶96.

16 **RESPONSE NO. 7:**

17 Objection. Burdensome, better suited for a deposition. Discovery is continuing, this responding
18 party reserves the right to supplement these response.
19

20 **INTERROGATORY NO. 8:**

21 Please identify each and every instance or way that Inose has breached the Contract, as stated in
22 the Complaint at pg. 6, ¶33 and pg. 9, ¶55.

23 **RESPONSE NO. 8:**

24 Objection. Burdensome, better suited for a deposition. Discovery is continuing, this responding
25 party reserves the right to supplement these response.

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1 **INTERROGATORY NO. 9:**

2 Please identify, in detail, how Inose “enjoyed substantial discretionary power affecting the rights
3 of Plaintiff, DVC, during the events alleged in the Complaint”, as alleged in the Complaint at pg. 10,
4 ¶63.

5 **RESPONSE NO. 9:**

6 Inose selected the project supervisor, Robert Ramirez, who was in contact with the
7 subcontractors and influenced the change orders.

8 **INTERROGATORY NO. 10:**

9 Regarding the “valid and enforceable contract[s]” with the subcontractors identified in the
10 Complaint at pg. 15, ¶101, please state: (1) when Inose knew about these alleged contracts; (2) who told
11 Inose about these alleged contracts; and (3) how Inose interfered with these contracts.

12 **RESPONSE NO. 10:**

13 Inose’s agent Robert Ramirez, knew of the provisions of the Subcontracts. These are standard
14 provisions to reduce confusion and prevent unauthorized changes. Inose interfered with those contracts
15 by communicating directly with subcontractors.

16 **INTERROGATORY NO. 11**

17 Please identify each and every fact or basis supporting Your contention that Inose “precluded
18 plaintiff, DVC from gaining access to the Subject Property to complete the contractual and sub-
19 contractual work”, as alleged in the Complaint at pg. 15, ¶104.

20 **RESPONSE NO. 11:**

21 On December 7, 2015, Inose contacted the Plaintiff and terminated their services.

22 **INTERROGATORY NO. 12**

23 Please identify each and every “disparaging remark” that Inose allegedly made to the
24 subcontractors listed in the Complaint at pg. 15, ¶105, and for each disparaging remark You identify,
25 please state: (1) what the disparaging remark was; (2) when the disparaging remark was made; (3) who
26 the disparaging remark was made to; and (4) the reaction of the person whom allegedly Inose made the
27 disparaging remark to.

1 **RESPONSE NO. 12:**

2 Objection. Burdensome, better suited for a deposition. Discovery is continuing, this responding
3 party reserves the right to supplement these response.

4 **INTERROGATORY NO. 13**

5 Please identify, in detail, how Inose “tortuously interfered” with Your rights, as alleged in the
6 Complaint at pg. 16, ¶106.

7 **RESPONSE NO. 13:**

8 On December 7, 2015, Inose contacted the Plaintiff and terminated their services. Inose then
9 communicated directly with the subcontractors and encouraged them to breach their contractual
10 obligation with the Plaintiff. Discovery is continuing, this responding party reserves the right to
11 supplement these response.

12 **INTERROGATORY NO. 14**

13 Please identify, in detail, how Inose intentionally interfered with You regarding any alleged
14 subcontractual relationships of Yours, as alleged in the Complaint at pg. 17, ¶111.

15 **RESPONSE NO. 14:**

16 Objection, repetitive. Without waiving said objection the responding party replies thusly. On
17 December 7, 2015, Inose contacted the Plaintiff and terminated their services. Inose then communicated
18 directly with the subcontractors and encouraged them to breach their contractual obligation with the
19 Plaintiff. Discovery is continuing, this responding party reserves the right to supplement these response.

20 **INTERROGATORY NO. 15**

21 Please identify, in detail, how Inose had knowledge of any alleged subcontractual relationships
22 of Yours, as alleged in Your Fourth Cause of Action for Intentional Interference with Contract, alleged
23 in the Complaint on pgs. 15-17.

24 **RESPONSE NO. 15:**

25 Objection, repetitive. Without waiving the foregoing objection, Inose’s agent Robert Ramirez,
26 knew of the provisions of the Subcontracts. These are standard provisions to reduce confusion and
27 prevent unauthorized changes. Inose interfered with those contracts by communicating directly with
28

1 subcontractors. Discovery is continuing, this responding party reserves the right to supplement these
2 response.

3 **INTERROGATORY NO. 16**

4 Please identify what knowledge that Inose allegedly had regarding any alleged subcontractual
5 relationships of Yours, as alleged in Your Fourth Cause of Action for Intentional Interference with
6 Contract, alleged in the Complaint on pgs. 15-17.

7 **RESPONSE NO. 16:**

8 Objection, repetitive. Without waiving the foregoing objection, Inose's agent Robert Ramirez,
9 knew of the provisions of the Subcontracts. These are standard provisions to reduce confusion and
10 prevent unauthorized changes. Inose interfered with those contracts by communicating directly with
11 subcontractors. Discovery is continuing, this responding party reserves the right to supplement these
12 response.

13 **INTERROGATORY NO. 17**

14 Please identify each and every fact basis supporting Your contention that "Counterclaimants are
15 guilty of unclean hands" as alleged in the Answer to Counterclaim at pg. 14, Eighth Affirmative
16 Defense.

17 **RESPONSE NO. 17:**

18 Defendants interfered by requesting upgrades, contacting the subcontractors directly, and
19 terminating work on the project. Discovery is continuing, this responding party reserves the right to
20 supplement these response.

21 **INTERROGATORY NO. 18**

22 Please identify each and every fact or basis supporting Your contention that [t]he conduct of the
23 Answering Counter-defendant alleged to be wrongful was induced by Counterclaimant's own conduct"
24 as alleged in the Answer to Counterclaim at pg. 14, Thirteenth Affirmative Defense.

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1 **RESPONSE NO. 18:**

2 Defendant interfered by requesting upgrades, contacting the subcontractors directly, and
3 terminating work on the project. Discovery is continuing, this responding party reserves the right to
4 supplement these response.

5 **INTERROGATORY NO. 19**

6 Please identify how much You have been paid, from the Insurance Proceeds or otherwise,
7 relating to the Contract.

8 **RESPONSE NO. 19:**

9 Plaintiff has been paid approximately One Million, Two Hundred, Thirty-Eight Thousand, Six
10 Hundred, Fifty-Five Dollars and Thirty-Five cents, (\$1,238,635.35) to date.

11 **INTERROGATORY NO. 20**

12 Please identify how much You have been paid, from the Insurance Proceeds or otherwise,
13 relating to Your work on the Property.

14 **RESPONSE NO. 20:**

15 Objection. Repetitive. See Response to Interrogatory 19.

16 **INTERROGATORY NO. 21**

17 If You deny any of the Requests for Admissions in the FRA from Inose issued contemporaneous
18 herewith, explain in detail the basis of Your denial and all facts known to You that support Your denial.

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1 **RESPONSE NO. 21:**

2 Objection Overbroad, burdensome. See responses to Request for Production of Documents.

3
4 DATED this 19 day of May, 2017.

5 **HURTIK LAW & ASSOCIATES**

6 
7

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

9 Nevada Bar No. 7028

10 **JONATHON R. PATTERSON, ESQ.**

11 Nevada Bar No. 009644

12 **HURTIK LAW & ASSOCIATES**

13 7866 W. Sahara Avenue

14 Las Vegas, Nevada 89117

15 (702) 966-5200 Telephone

16 (702) 966-5206 Facsimile

17 churtik@hurtiklaw.com

18 jpatterson@hurtiklaw.com

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

1 CERTIFICATE OF SERVICE

2 STATE OF NEVADA)
3) ss.
4 COUNTY OF CLARK)

5 I, NANCY RAMIREZ, declare:

6 I am a resident of and employed in Clark County, Nevada. I am over the age of eighteen (18)
7 years and not a party to the within action. My business address is 7866 West Sahara Avenue, Las
8 Vegas, Nevada 89117.

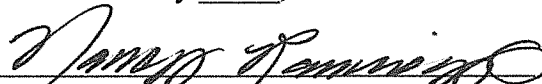
9 On May 19, 2017, I served the document described as PLAINTIFF, DESERT VALLEY
10 CONTRACTING, INC RESPONSES TO DEFENDANT EUGENE INOSE'S FIRST SET OF
11 INTERROGATORIES on the party(ies) listed below:

12 BRAIN W. BOSCHKE, ESQ. (NBN 7612)
13 WILLIAM N. MILLER, ESQ. (NBN 11658)
14 HOLLEY, DRIGGS, WALCH,
15 FINE, WRAY, PUZEY & THOMPSON
16 400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

17 ☒ VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon
18 fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's
19 practice of collection and processing correspondence by mailing. Under that practice, it would be
20 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.

21 ☒ VIA ELECTRONIC SERVICE: by transmitting via Wiznet, pursuant to EDCR 8.05, to the
22 electronic mail address as last given by that person on any document which he/she has filed in the
23 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. A confirmation of the transmission
containing the electronic mail address(es) to which the document(s) was/were transmitted will be
maintained with the document(s) served.

24 I declare under penalty of perjury that the foregoing is true and correct.
25 Executed at Las Vegas, Nevada on May 19, 2017.

26 
27 NANCY RAMIREZ, an employee of
28 HURTIK LAW & ASSOCIATES

1 **SUPP**

2 **CARRIE E. HURTIK, ESQ.**

3 Nevada Bar No. 7028

4 **JONATHON R. PATTERSON, ESQ.**

5 Nevada Bar No. 9644

6 **HURTIK LAW & ASSOCIATES**

7 7866 W. Sahara Avenue

8 Las Vegas, Nevada 89117

9 (702) 966-5200 Telephone

10 (702) 966-5206 Facsimile

11 churtik@hurtiklaw.com

12 jpatterson@hurtiklaw.com

13 Attorneys for Plaintiff/Counter-defendant,

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
22 liability company; EUGENE INOSE, an
23 individual; JEFFREY LOUIE, an individual;
24 DOES 1 through 10; and ROE ENTITIES 1
25 through 10,

26 Defendants.

27 EUGENE INOSE, an individual;

28 Counterclaimant,

vs.

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

Counter-defendants,

Case No.: A-16-734351-C

Dept. No.: XV

PLAINTIFF/COUNTER-DEFENDANT,
DESERT VALLEY CONTRACTING, INC.'S
SECOND SUPPLEMENT TO INITIAL
DISCLOSURES OF WITNESSES AND
EXHIBITS PURSUANT TO N.R.C.P. 16.1

COMES NOW, Plaintiff/Counter-defendant, Desert Valley Contracting, Inc.'s (hereinafter
collectively "Plaintiff/Counter-defendant" or "DVC") by and through its attorneys of record, HURTIK

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1 LAW & ASSOCIATES, and hereby submits DVC'S Second Supplement to Initial Disclosure of
2 Documents and Witnesses pursuant to Rule 16.1 of the Nevada Rules of Civil Procedure as follows:

3 I.

4 **PLAINTIFF/COUNTER-DEFENDANT'S LIST OF WITNESSES**

5 Pursuant to Rule 16.1(a)(1)(A) of the Nevada Rules of Civil Procedure, Plaintiff/Counter-
6 defendant hereby discloses the name, the address and telephone number, if known, of each individual
7 or entity likely to have discoverable information – along with the subjects of that information – that the
8 Plaintiff/Counter-defendant may use to support its claims and defenses:
9

- 10 1. Personal Most Knowledgeable and/or Custodian of Records
11 Desert Valley Contracting, Inc.
12 c/o Hurtik Law & Associates
13 7866 West Sahara Avenue
14 Las Vegas, Nevada 89117
15 Telephone: (702) 966-5200

16 Person Most Knowledgeable is expected to testify concerning the following, without limitation:
17 the repair and rebuild of the residential home located at 587 Saint Croix Street, Henderson, Nevada 8901
18 2(hereinafter "Subject Property"), Work Authorization and Contract dated August 8, 2014, repair and
19 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
20 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
21 alleged in this matter. The Custodian of Records is expected to testify regarding the authenticity of
22 documents produced by DVC during the course of litigation.

- 23 2. Dennis Zachary
24 c/o Hurtik Law & Associates
25 7866 West Sahara Avenue
26 Las Vegas, Nevada 89117
27 Telephone: (702) 966-5200

28 Mr. Dennis Zachary is expected to testify concerning the following, without limitation: the repair
and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the

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1 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
2 alleged in this matter.

- 3 3. Eugene Inose
4 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
5 400 South Fourth Street, 3rd Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 791-0308

8 Mr. Eugene Inose is expected to testify concerning the following, without limitation: the repair
9 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
10 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
11 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
12 alleged in this matter.

- 13 4. Jeffrey Louie
14 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
15 400 South Fourth Street, 3rd Floor
16 Las Vegas, Nevada 89101
17 Telephone: (702) 791-0308

18 Mr. Jeffrey Louie is expected to testify concerning the following, without limitation: the repair
19 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
20 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
21 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
22 alleged in this matter.

- 23 5. Person Most Knowledgeable and/or Custodian of Records for
24 IN-LO Properties, LLC
25 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
26 400 South Fourth Street, 3rd Floor
27 Las Vegas, Nevada 89101
28 Telephone: (702) 791-0308

Person Most Knowledgeable is expected to testify concerning the following, without limitation:
the repair and rebuild of the Subject Property, Work Authorization and Contract dated August 8, 2014,
repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors
at the Subject Property, and other facts and circumstances that may arise concerning the claims and

1 defenses alleged in this matter. The Custodian of Records is expected to testify regarding the
2 authenticity of documents produced by IN-LO Properties, LLC, during the course of litigation.

- 3 6. The Person(s) Most Knowledgeable and/or Custodian of Records
4 Sunrise Service, Inc.
5 7380 Commercial Way
6 Henderson, Nevada 89011

7 The Person(s) Most Knowledgeable at Sunrise Service, Inc. is expected to testify to the facts and
8 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
9 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Sunrise Service,
10 Inc. is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied
11 for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to
12 testify regarding the authenticity of documents produced by Sunrise Service, Inc. during the course of
13 litigation.

- 14 7. The Person(s) Most Knowledgeable and/or Custodian of Records
15 Summit Tile & Stone
16 c/o FELDMAN GRAF, P.C.
17 8845 W. Flamingo Road, Suite 210
18 Las Vegas, Nevada 89147
19 Telephone: (702) 949-5096

20 The Person(s) Most Knowledgeable at Summit Tile & Stone is expected to testify to the facts
21 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
22 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Summit Tile
23 & Stone is expected to testify as pertains to any subcontracts to the scope of work and any materials
24 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
25 to testify regarding the authenticity of documents produced by Summit Tile & Stone during the course
26 of litigation.

- 27 8. The Person(s) Most Knowledgeable and/or Custodian of Records
28 Hy-Bar Windows and Doors
6210 South Annie Oakley
Las Vegas, Nevada 89120

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1 The Person(s) Most Knowledgeable at Hy-Bar Windows and Doors is expected to testify to the
2 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
3 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
4 at Hy-Bar Windows and Doors is expected to testify as pertains to any subcontracts to the scope of work
5 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
6 Records is expected to testify regarding the authenticity of documents produced by Hy-Bar Windows
7 and Doors during the course of litigation.
8

9 9. The Person(s) Most Knowledgeable and/or Custodian of Records
10 Easy Lift Elevators
11 2326 Caserta Court
Henderson, Nevada 89074

12 The Person(s) Most Knowledgeable at Easy Lift Elevators is expected to testify to the facts and
13 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
14 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Easy Lift Elevators
15 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
16 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
17 regarding the authenticity of documents produced by Easy Lift Elevators during the course of litigation.
18

19 10. The Person(s) Most Knowledgeable and/or Custodian of Records
20 Eagle Sentry
21 3595 East Patrick Lane, #1200
Las Vegas, Nevada 89120

22 The Person(s) Most Knowledgeable at Eagle Sentry is expected to testify to the facts and
23 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
24 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Eagle Sentry is
25 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
26 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
27 regarding the authenticity of documents produced by Eagle Sentry during the course of litigation.
28

11. The Person(s) Most Knowledgeable and/or Custodian of Records
Desert Home Electric, Inc.
8625 West Sahara Avenue, #441
Las Vegas, Nevada 89117

The Person(s) Most Knowledgeable at Desert Home Electric, Inc. is expected to testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Desert Home Electric, Inc. is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify regarding the authenticity of documents produced by Desert Home Electric, Inc. during the course of litigation.

12. The Person(s) Most Knowledgeable and/or Custodian of Records
Artesia Kitchen & Bath
2972 South Rainbow, Suite B
Las Vegas, Nevada 89146

The Person(s) Most Knowledgeable at Artesia Kitchen & Bath is expected to testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Artesia Kitchen & Bath is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify regarding the authenticity of documents produced by Artesia Kitchen & Bath during the course of litigation.

13. The Person(s) Most Knowledgeable and/or Custodian of Records
Efficient Space Planning
6045 Harrison Drive, #4
Las Vegas, Nevada 89120

The Person(s) Most Knowledgeable at Efficient Space Planning expected to testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Efficient Space

1 Planning is expected to testify as pertains to any subcontracts to the scope of work and any materials
2 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
3 to testify regarding the authenticity of documents produced by Efficient Space Planning during the
4 course of litigation.

5 14. The Person(s) Most Knowledgeable and/or Custodian of Records
6 Diversified Protection Systems, Inc.
7 4435 Wagon Trail Avenue
8 Las Vegas, Nevada 89118

9 The Person(s) Most Knowledgeable at Diversified Protection Systems, Inc. is expected to testify
10 to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
11 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
12 at Diversified Protection Systems, Inc. is expected to testify as pertains to any subcontracts to the scope
13 of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
14 Custodian of Records is expected to testify regarding the authenticity of documents produced by
15 Diversified Protection Systems, Inc. during the course of litigation.

16 15. The Person(s) Most Knowledgeable and/or Custodian of Records
17 Custom Landau
18 P.O. Box 753476
19 Las Vegas, Nevada 89136

20 The Person(s) Most Knowledgeable at Custom Landau is expected to testify to the facts and
21 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
22 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Custom Landau is
23 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
24 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
25 regarding the authenticity of documents produced by Custom Landau during the course of litigation.

26 16. The Person(s) Most Knowledgeable and/or Custodian of Records
27 Arx Engineering
28 3413 Carolina Moon Avenue
North Las Vegas, Nevada 89081

1 The Person(s) Most Knowledgeable at Arx Engineering is expected to testify to the facts and
2 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
3 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Arx Engineering
4 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
5 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
6 regarding the authenticity of documents produced by Arx Engineering during the course of litigation.

8 17. The Person(s) Most Knowledgeable and/or Custodian of Records
9 Central Valley Insulation
10 P.O. Box 534451
11 Atlanta, GA 30353-4451

12 1401 Trade Drive
13 North Las Vegas, Nevada 89030

14 The Person(s) Most Knowledgeable at Central Valley Insulation is expected to testify to the facts
15 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
16 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Central Valley
17 Insulation is expected to testify as pertains to any subcontracts to the scope of work and any materials
18 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
19 to testify regarding the authenticity of documents produced by Central Valley Insulation during the
20 course of litigation.

21 18. The Person(s) Most Knowledgeable and/or Custodian of Records
22 Burnham Painting & Drywall Corp.
23 668 Middlegate Road
24 Henderson, Nevada 89011

25 The Person(s) Most Knowledgeable at Burnham Painting & Drywall Corp. is expected to testify
26 to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
27 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
28 at Burnham Painting & Drywall Corp. is expected to testify as pertains to any subcontracts to the scope

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1 of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
2 Custodian of Records is expected to testify regarding the authenticity of documents produced by
3 Burnham Painting & Drywall Corp. during the course of litigation.

- 4 19. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Comfort Home Appliance
6 6672 Boulder Hwy, Suite 6
7 Las Vegas, Nevada 89122

8 The Person(s) Most Knowledgeable at Comfort Home Appliance is expected to testify to the
9 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
10 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
11 at Comfort Home Appliance is expected to testify as pertains to any subcontracts to the scope of work
12 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
13 Records is expected to testify regarding the authenticity of documents produced by Comfort Home
14 Appliance during the course of litigation.

- 15 20. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Diva Interior Concepts, LLC
17 10040 West Cheyenne, Suite 170-115
18 Las Vegas, Nevada 89129

19 The Person(s) Most Knowledgeable at Diva Interior Concepts, LLC is expected to testify to the
20 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
21 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
22 at Diva Interior Concepts, LLC is expected to testify as pertains to any subcontracts to the scope of work
23 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
24 Records is expected to testify regarding the authenticity of documents produced by Diva Interior
25 Concepts, LLC during the course of litigation.

- 26 21. The Person(s) Most Knowledgeable and/or Custodian of Records
27 Desert Lumber
28 4950 North Berg
North Las Vegas, Nevada 89081

1 The Person(s) Most Knowledgeable at Desert Lumber is expected to testify to the facts and
2 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
3 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Desert Lumber is
4 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
5 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
6 regarding the authenticity of documents produced by Desert Lumber during the course of litigation.
7

8 22. The Person(s) Most Knowledgeable and/or Custodian of Records
9 Firehouse Electric
6955 North Durango Ste. # 1115
10 Las Vegas, Nevada 89149

11 The Person(s) Most Knowledgeable at Firehouse Electric is expected to testify to the facts and
12 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
13 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Firehouse Electric
14 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
15 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
16 regarding the authenticity of documents produced by Firehouse Electric during the course of litigation.
17

18 23. The Person(s) Most Knowledgeable and/or Custodian of Records
19 Precision Plumbing
7500 West Lake Mead Blvd., Suite 9-483
20 Las Vegas, Nevada 89128

21 The Person(s) Most Knowledgeable at Precision Plumbing is expected to testify to the facts and
22 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
23 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Precision
24 Plumbing is expected to testify as pertains to any subcontracts to the scope of work and any materials
25 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
26 to testify regarding the authenticity of documents produced by Precision Plumbing during the course of
27 litigation.
28

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1 24. The Person(s) Most Knowledgeable and/or Custodian of Records
2 Picture Perfect TV
3 3297 Las Vegas Blvd. North, Ste. 62
4 Las Vegas, Nevada 89121

5 The Person(s) Most Knowledgeable at Picture Perfect TV is expected to testify to the facts and
6 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
7 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Picture Perfect TV
8 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
9 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
10 regarding the authenticity of documents produced by Picture Perfect TV during the course of litigation.

11 25. The Person(s) Most Knowledgeable and/or Custodian of Records
12 West Coast Concrete, Inc.
13 3904 Raymert
14 Las Vegas, Nevada 89121

15 The Person(s) Most Knowledgeable at West Coast Concrete, Inc. is expected to testify to the
16 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
17 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
18 at West Coast Concrete, Inc. is expected to testify as pertains to any subcontracts to the scope of work
19 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
20 Records is expected to testify regarding the authenticity of documents produced by West Coast
21 Concrete, Inc. during the course of litigation.

22 26. The Person(s) Most Knowledgeable and/or Custodian of Records
23 Silver State Specialties, LLC
24 4030 Industrial Center Dr. Ste. 501
25 North Las Vegas, Nevada 89030

26 The Person(s) Most Knowledgeable at Silver State Specialties, LLC is expected to testify to the
27 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
28 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
at Silver State Specialties, LLC is expected to testify as pertains to any subcontracts to the scope of work

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1 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
2 Records is expected to testify regarding the authenticity of documents produced by Silver State
3 Specialties, LLC during the course of litigation.

4 27. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Prosource of Las Vegas
6 7350 Dean Martin Drive, Suite 303
7 Las Vegas, Nevada 89139

8 The Person(s) Most Knowledgeable at Prosource of Las Vegas is expected to testify to the facts
9 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
10 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Prosource of
11 Las Vegas is expected to testify as pertains to any subcontracts to the scope of work and any materials
12 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
13 to testify regarding the authenticity of documents produced by Prosource of Las Vegas during the course
14 of litigation.

15 28. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Wilshire Refrigeration & Appliance, Inc.
17 9177 Kelvin Avenue
18 Chatsworth, California 91311

19 The Person(s) Most Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to
20 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
21 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
22 Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to testify as pertains to any
23 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
24 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
25 documents produced by Wilshire Refrigeration & Appliance, Inc. during the course of litigation.

26 Plaintiff/Counter-defendant hereby reserves the right to supplement this list of witnesses as
27 discovery is continuing. Plaintiff/Counter-defendant hereby reserves the right to rely on and/or call to
28

1 testify any and all witnesses produced and/or listed by any other party to this action at the time of trial
2 of this matter.

3 **II.**

4 **PLAINTIFFS' LIST OF DOCUMENTS**

5 Pursuant to Rule 16.1(a)(1)(B) of the Nevada Rules of Civil Procedure, Plaintiff/Counter-
6 defendant hereby disclosure and describes by category all documents, electronically stored information,
7 and/or tangible things that Plaintiff/Counter-defendant have in their possession, custody, or control and
8 may be used to support its claims and/or defenses:
9

Description	Bates Number
Artesia Kitchen & Bath, Invoice No.: 869, dated October 14, 2014	DVC000001
Artesia Kitchen & Bath, Unconditional Waiver and Release on Progress Payment, dated October 31, 2014	DVC000002
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated April 27, 2015	DVC000003
Artesia Kitchen & Bath, Labor Payment Affidavit, dated April 27, 2015	DVC000004
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000005
Creative Closets & Cabinets, Check Receipt No.: 14507	DVC000006
Email from Janelle Conrady to Rachelle Elliston, Re: Inose Residence, dated July 7, 2015	DVC000007-DVC000009
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000010
Notice to Owner and Contractor of Right to Lien, dated October 14, 2014	DVC000011
Approved Proposal, dated September 12, 2014	DVC000012-DVC000015
Artesia Kitchen & Bath, Invoice No.: 1052, dated April 27, 2015	DVC000016
Artesia Kitchen & Bath, Out of Stock Certificate, dated April 27, 2015	DVC000017
Artesia Kitchen & Bath, Invoice No.: 1134, dated July 7, 2015, Re: Change Order	DVC000018
DVC Receipt Artesia Kitchen & Bath, dated October 16, 2014	DVC000019
Arx LLC, Unconditional Waiver and Release on Final Payment, dated October 16, 2014	DVC000020
Arx LLC, Conditional Waiver and Release on Final Payment, dated September 24, 2014	DVC000021
DVC Receipt Arx, LLC, dated October 16, 2014	DVC000022
Arx LLC, Invoice No.: 0531, dated September 24, 2014	DVC000023
Arx LLC, Invoice No.: 0535, dated October 1, 2014	DVC000024

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1	Arx, LLC, Structural Engineering Memorandum, dated September 23, 2014	DVC000025-DVC000028
2	Arx, LLC, Professional Services Agreement, dated September 18, 2014	DVC000029-DVC000030
3	DVC Receipt for Burnham Painting & Drywall Corp., dated September 23, 2014	DVC000031
4	Burnham Painting & Drywall Corp. Proposal, dated September 23, 2014	DVC000032
5		
6	Burnham Painting & Drywall Corp., Unconditional Waiver and Release Upon Final Payment, dated May 22, 2015	DVC000033
7	DVC Receipt for Burnham Painting & Drywall, Final Check, dated April 22, 2015	DVC000034
8	Email Chain between Gordon Lapointe and Rachelle Elliston, Re: Payment, dated April 24, 2015	DVC000035-DVC000037
9	Letter from State Contractors Board, dated April 27, 2015	DVC000038
10	Letter from State Contractors Board, dated April 6, 2015	DVC000039
11	Consumer Complaint Form, dated March 30, 2015	DVC000040-DVC000041
12	Letter from State Contractors Board, dated March 30, 2015	DVC000042-DVC000051
13	Email Chain between Toni Burnham and Rachel Elliston, Re: Invoice 19477, dated April 3, 2015	DVC000052
14	DVC Receipt for Central Valley Insulation, dated April 16, 2015	DVC000053
15	Comfort Home Appliance, Invoice No.: 07335, dated August 25, 2015	DVC000054
16	Email from Bank of America to Diana Cerda, Re: Receipt for Comfort Home Appliance, dated September 2, 2014	DVC000055
17	West Coast Concrete, Inc., BID Proposal and Contract Agreement, dated April 23, 2015	DVC000056-DVC000057
18	Desert Home Electric, Inc., Conditional Waiver and Release upon Progress Payment, dated October 21, 2014	DVC000058
19	Desert Home Electric, Inc., Labor/Material from Stock Release	DVC000059
20	DVC Receipt for Custom Landau, June 8, 2015	DVC000060
21	Custom Landau, Approved Invoice 5799, dated April 8, 2015	DVC000061
22	Custom Landau, Invoice 5179, dated February 25, 2015	DVC000062
23	Custom Landau, Paid Out of Stock Material Certificated, dated April 8, 2015	DVC000063
24	Custom Landau, Conditional Waiver and Release Upon Final Payment, dated April 8, 2015	DVC000064
25	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000065
26	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000066
27	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000067
28	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000068
	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 11, 2014	DVC000069
	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000070
	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000071
	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000072

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1	Crescent Electric Supply Company, Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000073
2	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000074
3	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000075
4	Desert Home Electric, Inc., Invoice No.: 14119, dated December 16, 2014	DVC000076
5	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 16, 2014	DVC000077
6	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 16, 2014	DVC000078
7	Desert Home Electric, Inc., Approved Quote and Purchase Order Request, dated December 3, 2014	DVC000079
8	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000080
9	Desert Home Electric, Inc., Letter Re: Phase 1 – Scope of Work for Wire Certification, dated September 24, 2014	DVC000081
10	Desert Home Electric, Inc., Invoice No.: 13957, dated October 21, 2014	DVC000082
11	Desert Home Electric, Inc., Labor/Material Stock Release, dated October 21, 2014	DVC000083
12	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000084
13	Desert Home Electric, Inc., Invoice No.: 14079 dated December 5, 2014	DVC000085
14	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 5, 2014	DVC000086
15	Desert Home Electric, Inc., Breakdown – Master Form, dated December 24, 2014	DVC000087
16	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated January 23, 2015	DVC000088
17	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000089
18	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000090
19	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000091
20	DVC Receipt for Desert Home Electric, Inc., dated July 24, 2015	DVC000092
21	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000093
22	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000094
23	DVC Check History for Desert Home Electric, Inc., dated February 18, 2015	DVC000095
24	Desert Home Electric, Inc., Invoice No.: 14616 dated May 26, 2015	DVC000096
25	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000097
26	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000098
27	Desert Home Electric, Inc., Invoice No.: 14079, dated December 5, 2014	DVC000099

1	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated December 5, 2014	DVC000100
2	Desert Home Electric, Inc., Invoice No., 14103, dated December 11, 2014	DVC000101
3	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 11, 2014	DVC000102
4	DVC Check History for Desert Home Electric, Inc., dated March 18, 2015	DVC000103
5	Desert Home Electric, Inc., Quote No.: 51216B, dated June 12, 2015	DVC000104
6	Desert Home Electric, Inc., Quote No.: 51216C, dated June 12, 2015	DVC000105
7	Desert Home Electric, Inc., Approved Quote, dated August 12, 2015	DVC000106
8	City of Henderson, Subcontractor Registration for Desert Home Electric, Inc.	DVC000107
9	DVC's Subcontract with Desert Home Electric, Inc.	DVC000108-DVC000113
10	Desert Home Electric, Inc., Put House Back Together – High Voltage, dated November 18, 2014	DVC000114-DVC000115
11	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000116
12	Desert Home Electric, Inc., Dielectric Test, dated October 21, 2014	DVC000117-DVC000119
13	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000120
14	Notice of Right to Lien (Private Work), Crescent Electric Supply Co. Inc.	DVC000121-DVC000122
15	Email chain between Steve Raleigh and Diana Cerda, dated October 20, 2014	DVC000123
16	Notice of Right to Lien and Request for Receipt of Notice of Completion, Desert Lumber, dated September 19, 2014	DVC000124
17	DVC Receipt for Desert Lumber, dated January 30, 2015	DVC000125
18	Desert Lumber, Invoice No. 612380, dated December 3, 2014	DVC000126
19	Desert Lumber, Invoice No. 613425, dated December 18, 2014	DVC000127
20	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated July 17, 2015	DVC000128
21	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213613, dated July 1, 2015	DVC000129
22	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213864, dated July 1, 2015	DVC000130
23	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated January 1, 2015	DVC000131
24	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209189, dated December 31, 2014	DVC000132
25	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated February 12, 2015	DVC000133
26	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209739, dated January 31, 2015	DVC000134
27	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated March 16, 2015	DVC000135
28	Las Vegas Toilet Rentals, Inc., Invoice No.: A-210302 dated February 28, 2015	DVC000136
	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000137
	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000138

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1	Diva Interior Concepts, LLC, Estimate No.: 1132, dated March 11, 2015	DVC000139
2	Diva Interior Concepts, LLC, Estimate No.: 1133, dated March 16, 2015	DVC000140
3	DVC Letter to Diva Interior Concepts, LLC, dated October 31, 2014, not signed	DVC000141
4	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment	DVC000142
5	DVC's Subcontract with Diva Interior Concepts, LLC	DVC000143-DVC000146
6	DVC Receipt for Diva Interior Concepts, LLC, dated April 20, 2015	DVC000147
7	DVC Receipt for Diva Interior Concepts, LLC, dated October 31, 2014	DVC000148
8	Diva Interior Concepts, LLC, Proposal, dated September 10, 2014	DVC000149-DVC000150
9	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment, Signed	DVC000151
10	Diva Interior Concepts, LLC, Estimate No.: 1137, dated April 14, 2015	DVC000152
11	DVC Receipt for Diva Interior Concepts, LLC, dated May 1, 2014	DVC000153
12	Diva Interior Concepts, LLC, Invoice No.: 451, dated April 24, 2015	DVC000154; DVC000159; DVC000160
13	Diva Interior Concepts, LLC, Invoice No.: 450, dated April 21, 2015	DVC000155-DVC000156
14	Diva Interior Concepts, LLC, Estimate No.: 1136, dated April 13, 2015	DVC000157
15	DVC Receipt for Diva Interior Concepts, LLC, dated May 8, 2015	DVC000159
16	DVC Receipt for Diva Interior Concepts, LLC, dated July 9, 2015	DVC000161
17	Diva Interior Concepts, LLC, Invoice No.: 417, dated January 5, 2015	DVC000162; DVC000163
18	Diva Interior Concepts, LLC, Invoice 485, dated July 6, 2015	DVC000164
19	Diva Interior Concepts, LLC, Statement, dated June 15, 2015	DVC000165
20	DVC Receipt for Diva Interior Concepts, LLC, dated July 17, 2015	DVC000166
21	Diva Interior Concepts, LLC, Statement, dated July 15, 2015	DVC000167
22	DVC Receipt for Diversified Protection Systems, Inc., dated May 13, 2015	DVC000168
23	Diversified Protection Systems, Inc., Invoice No.: 104476, dated September 25, 2014	DVC000169; DVC000170
24	Diversified Protection Systems, Inc., Estimate No.: 3666, dated September 25, 2014	DVC000171
25	Email chain between Diana Cerda and Diversified Protection Systems, Inc., Re: Inose -587 St Croix, dated November 11, 2014	DVC000172-DVC000173
26	DVC's Subcontract with Diversified Protection Systems, Inc., dated October 21, 2014	DVC000174-DVC000184
27	Email chain between Roy Heaton and Diana Cerda, Re: Inose Request (Change Orders), dated January 8, 2015	DVC000185
28	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000186-DVC000199
	Eagle Sentry, Proposal 8076-00, dated December 17, 2014	DVC000200-DVC000201
	Eagle Sentry, Proposal 8076-00 Change Order 5, dated January 5, 2015	DVC000202

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1	Eagle Sentry, Proposal 8076-00 Change Order 2, dated November 13, 2014	DVC000203
2	Eagle Sentry, Proposal 8076-00 Change Order 1, dated October 16, 2014	DVC000204-DVC000206
3	Eagle Sentry, Proposal 8076-00 Change Order 7, dated July 28, 2015	DVC000207
4	Eagle Sentry, Proposal 8076-00 Change Order 8, dated July 28, 2015	DVC000208
5	Eagle Sentry, Proposal 8076-00, dated August 27, 2014	DVC000209-DVC000212
6	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000213-DVC000214
7	DVC's Subcontract with Eagle Sentry, dated October 3, 2014	DVC000215-DVC000225
8	DVC Receipt for Eagle Sentry, dated November 19, 2014	DVC000226
9	Eagle Sentry Material Release, Invoice 159141, dated November 25, 2014	DVC000227
10	DVC Receipt for Eazylift Elevators, dated July 2, 2015	DVC000228;
11	Eazylift Elevators, Labor Payment Affidavit, dated June 1, 2015	DVC000229
12	Eazylift Elevators, Out of Stock Material Certification, dated June 1, 2015	DVC000230
13	Eazylift Elevators, Invoice No.: INV-162940, dated June 8, 2015	DVC000231
14	Efficient Space Planning, Change Order 1, dated April 29, 2015	DVC000232
15	Efficient Space Planning, Invoice No.: 112514, dated August 28, 2014	DVC000233
16	Efficient Space Planning Drawings	DVC000234-DVC000236
17	DVC Receipt for Efficient Space Planning, dated November 19, 2014	DVC000237
18	Efficient Space Planning Material Suppliers	DVC000238
19	Firehouse Electric, Invoice No.: 1606, dated September 10, 2014	DVC000239
20	HY-Bar, Change Order, dated December 18, 2014	DVC000240
21	HY-Bar, Proposal, dated November 5, 2014	DVC000241-DVC000242
22	HY-Bar, Change Order, dated January 5, 2015	DVC000243
23	HY-Bar, Proposal, dated August 28, 2014	DVC000244-DVC000249
24	DVC Receipt for HY-Bar, dated March 17, 2015	DVC000250; DVC000254
25	HY-Bar, Proposal, Invoice No.: 5978, dated February 25, 2015	DVC000251
26	HY-Bar, Materials from Paid Stock, dated March 3, 2015	DVC000252; DVC000255
27	HY-Bar, Conditional Waiver and Release Upon Progress Payment, dated March 3, 2015	DVC000253
28	DVC Receipt for HY-Bar, dated March 26, 2015	DVC000256
	HY-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000257
	Hy-Bar, Conditional Waiver and Release Upon Progress Payment, dated April 17, 2015	DVC000258
	Hy-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000259
	DVC Receipt for Hy-Bar, dated April 16, 2015	DVC000260
	Hy-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000261
	Hy-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000262
	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000263
	Hy-Bar, Invoice No.: 6328, dated April 1, 2015	DVC000264
	Hy-Bar, Job No.: 106404, dated August 8, 2014	DVC000265
	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000266
	HY-Bar, Change Order, dated April 22, 2015	DVC000267
	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000268
	HY-Bar, Change Order, dated April 22, 2015	DVC000269

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1	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000270
2	Unknown Invoice, dated November 17, 2014	DVC000271
3	HY-Bar, Materials from Stock Paid, dated November 25, 2014	DVC000272; DVC000273; DVC000275
4	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000274
5	HY-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000276
6	HY-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000277
7	HY-Bar, Invoice 5977, dated February 25, 2015	DVC000278
8	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000279
9	DVC Receipt for Hy-Bar, dated August 7, 2015	DVC000280
10	DVC Receipt for Hy-Bar, dated November 19, 2015	DVC000281; DVC000282
11	Macrotec Consulting, LLC, Microbial Investigation Report	DVC000283-DVC000305
12	Efficient Space Planning, Invoice No. 2081, dated November 24, 2014	DVC000306
13	Efficient Space Planning, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000307
14	Efficient Space Planning Material Supplies	DVC000308
15	DVC's Subcontract with Efficient Space Planning	DVC000309-DVC000319
16	Eagle Sentry, Service Invoice No.: 159141, dated October 21, 2014	DVC000320
17	Eagle Sentry, Materials Release, dated November 25, 2014	DVC000321
18	Eagle Sentry, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000322
19	Summit Tile & Stone, Invoice No.: 1314, dated July 28, 2015	DVC000323
20	Summit Tile & Stone, Approved Proposal, dated April 29, 2015	DVC000324-DVC000326
21	DVC Receipt for Perfect Picture TV Repair, dated August 18, 2014	DVC000327
22	Perfect Picture TV Repair, Lead Tech Worksheet, dated August 18, 2014	DVC000328
23	Perfect Picture TV Repair, Invoice, dated August 18, 2014	DVC000329-DVC000340
24	Precision Plumbing, Invoice No.: 39739, dated August 4, 2014	DVC000341
25	DVC A/R History Report, dated August 8, 2015	DVC000342
26	DVC Receipt for PS of Las Vegas, LLC, dated July 2, 2015	DVC000343
27	ProSource of Las Vegas, Estimate, dated May 14, 2015	DVC000344
28	Silver State Insulation, Proposal No.: I3854, dated August 15, 2014	DVC000345
	Email from Dustin Dreier to Diana Cerda, Re: Proposal, dated August 25, 2014	DVC000346
	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000347
	Sunrise Service, Inc., Invoice No.: A142549, dated September 26, 2014	DVC000348
	Sunrise Service, Inc., Invoice No.: A142541, dated September 23, 2014	DVC000349
	Sunrise Service, Inc., Invoice No.: A142545, dated September 24, 2014	DVC000350
	Sunrise Mechanical, Inc., Proposal, dated August 21, 2014	DVC000351
	Letter from Sunrise Mechanical, Inc., dated November 25, 2014	DVC000352
	City of Henderson, Sunrise Mechanical, Inc.	DVC000353
	City of Henderson, Sunrise Services, Inc.	DVC000354
	DVC's Subcontract with Sunrise Service, Inc.	DVC000355-DVC000365

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1	Sunrise Service, Inc., Billed Jobs and Estimates	DVC000366-DVC000374; DVC000376-DVC000378
2	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000375
3	DVC's Subcontract with Eazylift Elevators	DVC000379-DVC000387
4	DVC's Subcontract with Hy-Bar Windows and Doors	DVC000388-DVC000396
5	DVC's Subcontract with Summit Tile & Stone, LLC	DVC000397-DVC000407
6	Email from Daniel Merrit to Rachelle Elliston and Tina Dyba, Re: Countertops, dated May 13, 2015	DVC000408
7	Silver State Specialties, LLC, Proposal, dated July 22, 2015	DVC000409
8	West Coast Concrete, Inc., Bid Proposal and Contract, dated March 25, 2015	DVC000410
9	West Coast Concrete, Inc., Conditional Waiver and Release Upon Progress Payment, dated August 27, 2015	DVC000411
10	Wilshire Refrigeration & Appliance, Inc., Invoice No.: 135135, dated September 26, 2014	DVC000412-DVC000416
11	DVC Work Order Report, 2014-10-22-1809	DVC000417-DVC000484
12	DVC Inose Construction Schedule	DVC000485-DVC000486
13	Email from Daniel Merritt to Rachel Elliston and Diana Cerda, Re: Follow Up, dated December 4, 2014	DVC000487
14	ServePro File	DVC000488-DVC000490
15	Notice of Right to Lien	DVC000491-DVC000492
16	Fed Receipt	DVC000493
17	DVC Receipt, dated December 15, 2014	DVC000494
18	DVC Receipt for Perfect Picture TV Repair	DVC000495
19	Letter from SCA Design, LLC	DVC000496
20	City of Henderson, Request for Copies of Copyrighted Records, dated September 16, 2014	DVC000497
21	DVC Work Order Report, ROB'S-NEW	DVC000499-DVC000500
22	DVC Receipt for City of Henderson, dated September 26, 2014	DVC000501
23	DVC Work Order Report, INOSE-ROBSUPP	DVC000502-DVC000507
24	City of Henderson, Residential Building Incident Repair Permit	DVC000508-DVC000515
25	City of Henderson, Permit Inspection History	DVC000516-DVC000518
26	City of Henderson, Building and Fire Safety	DVC000519-DVC000521
27	City of Henderson, Permit	DVC000522
28	DVC Employment Payroll and Timesheets for Robert Ramirez	DVC000523-DVC000572
	DVC A/P Check History, dated October 29, 2014	DVC000573
	DVC Receipts on Account, dated September 11, 2014	DVC000574
	DVC Invoice No.: 63718, dated October 4, 2015	DVC000575
	Check from IN-LO Properties, LLC, dated September 10, 2015	DVC000576
	DVC Receipts on Account, dated July 8, 2015	DVC000577
	DVC Invoice No.: 63444, dated October 16, 2015	DVC000578-DVC000579
	DVC A/R Check History, dated March 18, 2015	DVC000580
	DVC Invoice No.: 63066, dated November 7, 2014	DVC000581
	DVC Invoice No.: 63067, dated October 8, 2014	DVC000582
	Check from IN-LO Properties, LLC, dated October 22, 2014	DVC000583
	DVC Receipts on Account, dated March 17, 2015	DVC000584
	DVC Invoice No.: 63255, dated January 22, 2015	DVC000585

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1	DVC Receipts on Account, dated January 20, 2015	DVC000586
2	DVC Invoice No.: 63255, dated January 8, 2015	DVC000587
3	DVC Receipts on Account, dated September 25, 2014	DVC000588
4	Check from IN-LO Properties, LLC, dated September 24, 2014	DVC000589
5	DVC Invoice No.: 63039, dated September 24, 2014	DVC000590
6	Preliminary Notice, dated May 21, 2015	DVC000591
7	DVC Employee Payroll Report	DVC000592
8	Letter from DVC to Unknown, dated October 14, 2015	DVC000593-DVC000594
9	DVC Invoice No.: 63052, dated October 2, 2014	DVC000595
10	DVC Work Order Report, INOSE-FULL-BID3	DVC000596-DVC000673
11	Email from Brian Lynch to Diana Cerda, dated September 5, 2014	DVC000674-DVC000675
12	Email from Diana Cerda to Brian Lynch, dated August 20, 2014	DVC000676
13	Email from Daniel Merritt and Nelida Morey, Re: Additional Help with Inose, dated August 15, 2014	DVC000677
14	Email from Diana Cerda to Daniel Merritt, Re: Inose – Claim # 00514151370, dated October 2, 2014	DVC000678
15	Email from Daniel Merritt to Diana Cerda, Re: Site Inspection, dated September 16, 2014	DVC000679
16	Email chain between Robert Ramirez and Tina Dyba, Re: Hit List, dated May 12, 2015	DVC000680-DVC000683
17	Email from Tina Dyba to Daniel Merritt, Re: Slab Selection, dated June 4, 2015	DVC000684
18	Job Detail and Billing	DVC000685-706
19	<i>Job Update for Inose Project 9.18.2014</i>	<i>DVC000707-DVC000709</i>
20	<i>Job Update for Inose Project 9.19.2014 with subcontractor Matrix</i>	<i>DVC000709-DVC000713</i>
21	<i>Job Update for Inose Project 9.22.2014 with subcontractor Matrix</i>	<i>DVC000714-DVC000719</i>
22	<i>Job Update for Inose Project 9.26.2014 with subcontractor Matrix</i>	<i>DVC000720-DVC000728</i>
23	<i>Job Update for Inose Project 10.30.2014 with subcontractor Matrix</i>	<i>DVC000729-DVC000738</i>
24	<i>Job Update for Inose Project 10.01.2014</i>	<i>DVC000739- DVC000747</i>
25	<i>Job Update for Inose Project 10.02.2014</i>	<i>DVC000748- DVC000756</i>
26	<i>Job Update for Inose Project 10.03.2014</i>	<i>DVC000757- DVC000766</i>
27	<i>Job Update for Inose Project 10.06.2014</i>	<i>DVC000767- DVC000777</i>
28	<i>Job Update for Inose Project 10.08.2014</i>	<i>DVC000778- DVC000789</i>
	<i>Job Update for Inose Project 10.14.2014</i>	<i>DVC000790- DVC000803</i>
	<i>Job Update for Inose Project 10.15.2014</i>	<i>DVC000804- DVC000817</i>
	<i>Email from Daniel Merritt to Diana Cerda regarding forwarding updates to Brian Lynch</i>	<i>DVC000818- DVC000819</i>
	<i>Job Update for Inose Project 10.16.2014</i>	<i>DVC000820- DVC000834</i>
	<i>Job Update for Inose Project 10.20.2014</i>	<i>DVC000835- DVC000852</i>
	<i>Job Update for Inose Project 10.21.2014</i>	<i>DVC000853- DVC000869</i>
	<i>Job Update for Inose Project 10.22.2014</i>	<i>DVC000870- DVC000886</i>
	<i>Job Update for Inose Project 10.27.2014</i>	<i>DVC000887- DVC000888</i>
	<i>Job Update for Inose Project 10.30.2014</i>	<i>DVC000889- DVC000890</i>
	<i>Job Update for Inose Project 11.06.2014</i>	<i>DVC000891- DVC000892</i>
	<i>Job Update for Inose Project 11.05.2014</i>	<i>DVC000893- DVC000894</i>
	<i>Inose Residence Action Item Schedule 11.07.2014</i>	<i>DVC000895- DVC000900</i>
	<i>Job Update for Inose Project 11.07.2014</i>	<i>DVC000901- DVC000902</i>

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1	<i>Job Update for Inose Project 11.11.2014</i>	<i>DVC000903- DVC000904</i>
2	<i>Email to Robert Ramirez from Will Roberts regarding Action Item List.</i>	<i>DVC000905</i>
3	<i>Inose Residence Action Item Schedule 11.12.2014</i>	<i>DVC000906- DVC000913</i>
4	<i>Job Update for Inose Project 11.17.2014</i>	<i>DVC000914- DVC000915</i>
5	<i>Inose Residence Action Item Schedule 11.18.2014</i>	<i>DVC000916- DVC000926</i>
6	<i>Inose Residence Action Item Schedule 11.18.2014 with Job Update for 11.18.2014</i>	<i>DVC000927- DVC000939</i>
7	<i>Job Update for Inose Project 11.19.2014</i>	<i>DVC000940- DVC000941</i>
8	<i>Job Update for Inose Project 11.21.2014</i>	<i>DVC000942- DVC000943</i>
9	<i>Job Update for Inose Project 11. 25.2014</i>	<i>DVC000944- DVC000945</i>
10	<i>Job Update for Inose Project 12.01.2014</i>	<i>DVC000946- DVC000947</i>
11	<i>Inose Residence-Action Item Schedule 12.01.2014</i>	<i>DVC000948- DVC000957</i>
12	<i>Job Update for Inose Project 12.03.2014</i>	<i>DVC000958- DVC000959</i>
13	<i>Job Update for Inose Project 12.03.2014</i>	<i>DVC000960- DVC000961</i>
14	<i>Job Update for Inose Project 12.04.2014</i>	<i>DVC000962- DVC000963</i>
15	<i>Job Update for Inose Project 12.05.2014</i>	<i>DVC000964- DVC000965</i>
16	<i>Job Update for Inose Project 12.10.2014</i>	<i>DVC000966- DVC000967</i>
17	<i>Job Update for Inose Project 12.11.2014</i>	<i>DVC000968- DVC000969</i>
18	<i>Email From Mass Tile to DVC with Invoice 9.17.2014</i>	<i>DVC000970- DVC000971</i>
19	<i>Email from Luz Cruz of Republic Glass to DVC with waiver attached 11.10.2015</i>	<i>DVC000972- DVC000973</i>
20	<i>Email from Walker & Zanger, Inc to DVC regarding W-9 and business license with attachments 1.27.2015</i>	<i>DVC000974- DVC000978</i>
21	<i>Email Chain from Walker & Zanger, Inc. to DVC regarding glass samples. 9.21.2015</i>	<i>DVC000979- DVC000982</i>
22	<i>Email Chain between DVC and DSPI, Inc. with estimate attached. 09.19.2015</i>	<i>DVC000983- DVC000986</i>
23	<i>Fax From DVC to DSPI with contract documents</i>	<i>DVC000987- DVC001004</i>
24	<i>Facsimile from Wilshire Refrigeration and Appliance, regarding 9.26.2015 service report on condition of appliances.</i>	<i>DVC001005- DVC001007</i>
25	<i>Email from Lee's Heating and Cooling to DVC regarding refrigeration in Wine Cellar with estimate. 12.23.2014</i>	<i>DVC001008- DVC001010</i>
26	<i>Email from Will Robert to Daniel Merritt regarding cost of Refrigeration Unit with attachment 12.23.2014</i>	<i>DVC001011- DVC001014</i>
27	<i>Follow-up email from Will Robert to Daniel Merritt regarding Cost of Wine Cellar refrigeration 12.29.2014</i>	<i>DVC001015- DVC001018</i>
28	<i>Email from High Desert Landscaping with estimate 12.29.2014</i>	<i>DVC001019- DVC001020</i>
	<i>Email Chain between Silver State Specialists and DVC regarding Mirror Installation 9.11.2015</i>	<i>DVC001021- DVC001023</i>
	<i>Email from Silver State Specialists to DVC regarding fireplace service with attachment</i>	<i>DVC001024- DVC001025</i>
	<i>Email from DVC to John Machin with invoice from Firehouse Electric 5.25.2015</i>	<i>DVC001026- DVC001027</i>
	<i>Email DVC regarding Desert Oasis Pool 7.22.2015</i>	<i>DVC001028</i>

1	<i>Email Chain regarding Paint Samples from Sherwin-Williams 03.05.2015</i>	<i>DVC001029- DVC001030</i>
2	<i>Email from Sherwin-Williams regarding paint order 3.25.2015</i>	<i>DVC001031- DVC001033</i>
3	<i>Email from Custom Landau regarding proposal for glass rail with attachment 2.25.2015</i>	<i>DVC001034- DVC001035</i>
4	<i>Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015</i>	<i>DVC001036- DVC001037</i>
5	<i>Email from West Coast Concrete with Bid attached 02.18.2015</i>	<i>DVC001038-DVC001042</i>
6	<i>Email from West Coast Concrete to DVC regarding bid 2.26.2015</i>	<i>DVC001043-DVC001048</i>
7	<i>Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015</i>	<i>DVC001049-DVC001050</i>
8	<i>Email from Sunrise Service to DVC with proposal for Inose residence attached 09.18.2014</i>	<i>DVC001051-DVC001056</i>
9	<i>Email from DVC with contract documents sent to Sunrise Service Inc. 10.23.2014</i>	<i>DVC001057-DVC001070</i>
10	<i>Email Chain between DVC and Sunrise Services regarding approval to close up walls. 12.22.2014</i>	<i>DVC001071-DVC001072</i>
11	<i>Email from Will Roberts to Daniel Merritt regarding plumbing extras 12.24.2014</i>	<i>DVC001073-DVC001074</i>
12	<i>Email from Sunrise Service to DVC regarding Plumbing Fixture. 2.03.2015</i>	<i>DVC001075-DVC001076</i>
13	<i>Email from Sunrise Services to DVC regarding change in scope of work with attachment 10.08.2015</i>	<i>DVC001077-DVC001078</i>
14	<i>Email from Sunrise Services to DVC regarding payment for 10.08.2015 proposal 10.13.2015</i>	<i>DVC001079-DVC001080</i>
15	<i>Email from Eagle Sentry to DVC regarding Contract Documents 10.09.2014</i>	<i>DVC001081-DVC001099</i>
16	<i>Email from Eagle Sentry to DVC regarding attached invoice, and business license. 11.25.2014</i>	<i>DVC001100-DVC001105</i>
17	<i>Email from DVC to Eagle Sentry regarding Approval of proposal 11.25.2014</i>	<i>DVC001106-DVC001115</i>
18	<i>Email from Eagle Sentry to DVC regarding installing TV's 09.10.2015</i>	<i>DVC001116</i>
19	<i>Email from Eagle Sentry to DVC regarding Change Orders 10.21.2015</i>	<i>DVC001117-DVC001121</i>
20	<i>Emails from Daniel Merritt to Diana Cerda regarding Electrical Plans and DHE. 09.16.2014</i>	<i>DVC001122-DVC001127</i>
21	<i>Email from DVC to Desert Home Electric (DHE) regarding approved Proposal 10.09.2014</i>	<i>DVC001128-DVC001129</i>
22	<i>Email from DVC to DHE regarding Change Order 10.16.2014</i>	<i>DVC001130</i>
23	<i>Email from DVC to Robert Ramirez regarding Low Voltage testing completion 12.11.2014</i>	<i>DVC001131-1132</i>
24	<i>Email from DVC to DHE regarding Electrical for Wine Cellar 12.30.2014</i>	<i>DVC001133-DVC001139</i>
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1	<i>Email Chain between DHE and DVC regarding payment 1.23.2015</i>	<i>DVC001140-DVC001141</i>
2	<i>Email Chain between DHE and DVC regarding payment, with attachments 2.12.2015</i>	<i>DVC001142-DVC001143</i>
3	<i>Email Chain between DHE and DVC regarding payment with invoice 2.18.2015</i>	<i>DVC001144-DVC001149</i>
4	<i>Email Chain between DHE and DVC regarding payment with invoice 2.18.2015</i>	<i>DVC001150-DVC001154</i>
5	<i>Email Chain between DHE and DVC regarding payment with invoice 2.18.2015</i>	<i>DVC001155-DVC001160</i>
6	<i>Email from DVC to DHE regarding payment for Change Order, with attachment 7.09.2015</i>	<i>DVC001161-DVC001162</i>
7	<i>Email Change from DHE to DVC regarding Job Site Meeting 07.17.2015</i>	<i>DVC001163</i>
8	<i>Email Chain between DHE and DVC regarding Change Order requested by Rob. 10.06.2015</i>	<i>DVC001164</i>
9	<i>Email Chain between DHE and DVC with attachment regarding Change Order requested by Rob. 10.06.2015</i>	<i>DVC001165-1167</i>
10	<i>Email Chain between DHC and DVC regarding Change Orders and payment 10.20.2015</i>	<i>DVC001168-DVC001172</i>
11	<i>Email from DHE to DVC regarding Three Purchase Order requests 10.13.2015.</i>	<i>DVC001173-DVC001178</i>
12	<i>Email from DHE to DVC regarding Open Change Orders 10.21.2015</i>	<i>DVC001179-DVC001190</i>
13	<i>Email from DHE to DVC regarding payment with Change Orders attached 11.04.2015</i>	<i>DVC001191-DVC001203</i>
14	<i>Email from Robert Ramirez to DVC regarding Elevator repairs with invoice attached. 10.05.2015</i>	<i>DVC001204-DVC1207</i>
15	<i>Email from Hybar to DVC regarding Inose Change Order 4.22.2015</i>	<i>DVC001208-DVC001209</i>
16	<i>Email from Hybar to DVC regarding Invoice for Change Order 5.06.2015</i>	<i>DVC001210-DVC001211</i>
17	<i>Email from Hybar to DVC regarding signed Change Order 7.09.2015</i>	<i>DVC001212-DVC001213</i>
18	<i>Email from Eugene Inose to DVC regarding Driveway repair 3.27.2015</i>	<i>DVC001214</i>
19	<i>Email from Eugene Inose to DVC regarding damages and invoice 5.04.2015</i>	<i>DVC001215-DVC001217</i>
20	<i>Email follow up regarding damages and invoice 5.04.2015</i>	<i>DVC001218-DVC001219</i>
21	<i>Email chain between DVC and Eugene Inose regarding material order 05.04.2015</i>	<i>DVC001220-DVC001221</i>
22	<i>Email from Eugene Inose to DVC regarding update from DCV re Atresia Cabinets, ESP Planning, and Tuscany 05.07.2015</i>	<i>DVC001222-DVC001224</i>
23	<i>Email from Eugene Inose to Robert Ramirez regarding perceived issues 05.09.2015</i>	<i>DVC001225-DVC001226</i>
24	<i>Email from Eugene Inose to DVC; Tina Dyba regarding slab selection 7.29.2015</i>	<i>DVC001227-DVC001228</i>

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1	<i>Email from Eugene Inose to DVC; Summerlin tile and stone regarding slab placement with attachment 7.29.2015</i>	<i>DVC001229-DVC001237</i>
2	<i>Email from Eugene Inose to Summerlin Tile and Stone; DVC; and Tina Dyba regarding slabs. 7.30.2015</i>	<i>DVC001238-DVC001240</i>
3	<i>Email Chain between Eugene Inose and DVC items to be completed 09.03.2015</i>	<i>DVC001241-DVC001243</i>
4	<i>Email from Eugene Inose to Desert Home Electric Punchlist items 09.10.2015</i>	<i>DVC001244</i>
5	<i>Email from Eugene Inose to DVC regarding damaged faucet. 10.09.2015</i>	<i>DVC001245</i>
6	<i>Email from Eugene Inose to DVC regarding Electric Steamer 10.09.2015</i>	<i>DVC001246</i>
7	<i>Email from Eugene Inose to DVC regarding faucet quote, Electric Steamer and Microwave. 10.12.2015</i>	<i>DVC001247-DVC001249</i>
8	<i>Email change between DVC and Eugene Inose regarding status of project 10.13.2015</i>	<i>DVC001250-DVC001252</i>
9	<i>Email Chain between DVC and Eugene Inose regarding outstanding contracts 10.13.2015</i>	<i>DVC001253-DVC001254</i>
10	<i>Email from Eugene Inose to DVC regarding appliances 10.14.2015</i>	<i>DVC001255</i>
11	<i>Email from Daniel Merritt to DVC; Rob Ramirez, regarding 12.11.2015 correspondence with Eugene Inose. 12.12.2014</i>	<i>DVC001256-DVC01258</i>
12	<i>Email From Daniel Merritt to Diane Cerda regarding chandeliers with photo attached. 12.17.2014</i>	<i>DVC001259-DVC1261</i>
13	<i>Email from Daniel Merritt to Brian Lynch regarding voltage testing and extension for Rob Ramirez 12.18.2014</i>	<i>DVC001262-DVC001263</i>
14	<i>Email from Daniel Merritt to DVC regarding invoice corrections 01.15.2015</i>	<i>DVC001264</i>
15	<i>Email from Daniel Merritt to DVC regarding change in Project Manager 02.10.2015</i>	<i>DVC001265</i>
16	<i>Email from Daniel Merritt to Eugene Inose regarding driveway repair. 03.27.2015</i>	<i>DVC001266-DVC001267</i>
17	<i>Email from Daniel Merritt to Eugene Inose regarding follow-up to driveway repair. 03.27.2015</i>	<i>DVC001268-DVC001269</i>
18	<i>Email from Daniel Merritt to Robert Ramirez regarding flooring 05.06.2015</i>	<i>DVC001270</i>
19	<i>Email from Daniel Merritt to Eugene Inose; Robert Ramirez; and DVC regarding Robert Ramirez's time and change order from Diva. 05.12.2015</i>	<i>DVC001271</i>
20	<i>Email from Daniel Merritt to Dennis Zachary regarding follow-up of to do items. 05.15.2015</i>	<i>DVC001272</i>
21	<i>Email from Daniel Merritt to Rachelle Elliston regarding to do's at Inose project. 07.14.2015</i>	<i>DVC001273</i>
22	<i>Email from Daniel Merritt to Eugene Inose regarding grout 07.16.2016</i>	<i>DVC001274-DVC001276</i>
23	<i>Email from Daniel Merritt to various subcontractors regarding Job Site meeting 7.16.2015</i>	<i>DVC001277</i>

1	<i>Email from Daniel Merritt to Eugene Inose regarding change orders, upgrades, limits of insurance, with attachments. 08.25.2015</i>	<i>DVC001278-DVC001289</i>
2	<i>Chain email between Daniel Merritt; Eagle Sentry; Robert Ramirez, regarding change orders. 10.05.2015</i>	<i>DVC001291-DVC001295</i>
3	<i>Email from Daniel Merritt to Rachelle Eliston regarding wallpaper. 10.13.2015</i>	<i>DVC001296</i>
4	<i>Email from Daniel Merritt to Dennis Zachary regarding unpaid upgrades and opinion of future of project. 10.13.2015</i>	<i>DVC001297-DVC001299</i>
5	<i>Email from Daniel Merritt to Rob Ramirez; Eugene Inose and various subcontractors. 10.13.2015</i>	<i>DVC001300-DVC001302</i>
6	<i>Email from Diana Cerda to Various Subcontractors regarding Document requests 10.20.2014</i>	<i>DVC001303-DVC001304</i>
7	<i>Email from Will Robert to Robert Ramirez; DVC regarding light switches. 11.17.2014</i>	<i>DVC001305-DVC001318</i>
8	<i>Email from Will Robert to Robert Ramirez; DVC regarding action items 11.18.2014</i>	<i>DVC001319</i>
9	<i>Email chain between DVC and Robert Ramirez regarding damage caused by Sunrise 11.20.2014</i>	<i>DVC001320-DVC001322</i>
10	<i>Email from Will Robert to DVC regarding Light Fixtures 12.01.2014</i>	<i>DVC001323-DVC001325</i>
11	<i>Email from Will Robert to Rob Ramirez; DVC regarding Insulation and low voltage testing. 12.12.2014</i>	<i>DVC001326</i>
12	<i>Email from Will Robert to Robert Ramirez regarding Bathroom Policy 12.18.2014</i>	<i>DVC001327-DVC001329</i>
13	<i>Email from Will Robert to Jill Weiner; DVC regarding status of Inose residence. 12.18.2014</i>	<i>DVC001330</i>
14	<i>Home Depot Email Confirmation 7.29.2015</i>	<i>DVC001331-DVC001333</i>
15	<i>Email from Rachelle Elliston to self re job notes 08.26.2015</i>	<i>DVC001334</i>
16	<i>Email from Robert Ramirez to DVC regarding updates 9.19.2014</i>	<i>DVC001335</i>
17	<i>Email from Robert Ramirez to DVC regarding Inose update 9.22.2014</i>	<i>DVC001336</i>
18	<i>Email from Robert Ramirez to DVC regarding checks 10.02.2014</i>	<i>DVC001337</i>
19	<i>Email from Robert Ramirez to DVC regarding Inose Update 10.10.2014</i>	<i>DVC001338</i>
20	<i>Email from Robert Ramirez to DVC regarding DVC Application 10.21.2014</i>	<i>DVC001339-DVC001343</i>
21	<i>Email from Robert Ramirez to DVC regarding corrected time cards. 10.22.2014</i>	<i>DVC001344-DVC001354</i>
22	<i>Email from Robert Ramirez to DVC regarding hours. 10.23.2014</i>	<i>DVC001355-DVC001356</i>
23	<i>Email to Robert Ramirez to DVC regarding time card issues 10.29.2014.</i>	<i>DVC001357-DVC001370</i>
24	<i>Email from Robert Ramirez to DVC regarding signed subcontractor agreements. 11.05.2014</i>	<i>DVC001371-DVC001372</i>
25	<i>Email to Robert Ramirez to DVC regarding subcontracts 11.23.2014</i>	<i>DVC001373</i>

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1	<i>Email from Robert Ramirez to DVC regarding Plumbing Fixture 01.26.2015</i>	<i>DVC001374-DVC001375</i>
2	<i>Email from Robert Ramirez to DVC regarding timesheets 3.04.2015</i>	<i>DVC001376-DVC001377</i>
3	<i>Email from Robert Ramirez to DVC regarding timesheets 2.26.2015</i>	<i>DVC001378-DVC001379</i>
4	<i>Email from Robert Ramirez to DVC regarding On-Site Meeting 03.05.2015</i>	<i>DVC001380</i>
5	<i>Email from Robert Ramirez to DVC regarding timesheets 3.19.2015</i>	<i>DVC001381-DVC001382</i>
6	<i>Email from Robert Ramirez to DVC regarding Paint selection 03.27.2015</i>	<i>DVC001383</i>
7	<i>Email from Robert Ramirez to DVC regarding Specifications for Electric Mirrors 04.21.2015</i>	<i>DVC001384-DVC001386</i>
8	<i>Email Chain between Robert Ramirez; DVC; Tina Dyba regarding insurance and mirror bathrooms. 04.29.2015</i>	<i>DVC001387-DVC001393</i>
9	<i>Email from Robert Ramirez to Tina Dyba regarding mirror measurements 4.29.2015</i>	<i>DVC001394-DVC001396</i>
10	<i>Email from Robert Ramirez to Tina Dyba; DVC regarding painters. 05.05.2015</i>	<i>DVC001397</i>
11	<i>Email from Robert Ramirez to DVC re Flooring Encounters estimate 05.06.2015</i>	<i>DVC001398-DVC001399</i>
12	<i>Email from Robert Ramirez to DVC re Time Card 05.13.2015</i>	<i>DVC001400-DVC001401</i>
13	<i>Email Chain between Robert Ramirez; DVC; Tina Dyba regarding gym colors. 05.19.2015</i>	<i>DVC001402-DVC001403</i>
14	<i>Email from Robert Ramirez to DVC re Time Card 05.28.2015</i>	<i>DVC001404-DVC001405</i>
15	<i>Email Chain between Eugene Inose; DVC; Robert Ramirez regarding elevator and other items at Inose Residence 09.03.2015</i>	<i>DVC001406-DVC001407</i>
16	<i>Email from Robert Ramirez to DVC; Eugene Inose regarding remaining to do's at Inose Residence 10.09.2015</i>	<i>DVC001408-DVC001410</i>
17	<i>Email from Diana DVC; Michael Darling re LWG Consulting 9.22.2014</i>	<i>DVC001411</i>
18	<i>Email from Diana Cerda to John Machin of JS Held regarding Inose Bids. 9.26.2014</i>	<i>DVC001412-DVC001439</i>
19	<i>Email from Diana Cerda to Brian Lynch; John Machin; and Robert Ramirez regarding Invoice. 10.02.2014</i>	<i>DVC001440-DVC001441</i>
20	<i>Email Chain between Diana Cerda; Nick Jannetto; Brian Lynch; regarding revised proposal 10.30.2014</i>	<i>DVC001442-DVC001444</i>
21	<i>Email from Diana Cerda; DVC; Nick Jannetto; Brian Lynch; regarding revising bids 11.11.2014</i>	<i>DVC001445-DVC001447</i>
22	<i>Email from Will Robert to Nick Jannetto regarding review of Bids. 11.17.2014</i>	<i>DVC001448-DVC001449</i>
23	<i>Email from Diana Cerda to Nick Jannetto regarding Sunrise 11.25.2014</i>	<i>DVC001450-DVC001452</i>
24	<i>Email from Diana Cerda to Brian Lynch regarding Sunrise with correspondence 11.25.2014</i>	<i>DVC001453-DVC001455</i>

1	<i>Email from Diana Cerda to Brian Lynch regarding revised bids. 11.25.2014</i>	<i>DVC001456-DVC001457</i>
2	<i>Email from Daniel Merritt to John Machin; Brian Lynch regarding salary for Robert Ramirez with attachment 11.25.2014</i>	<i>DVC001457-DVC001465</i>
3	<i>Email from Daniel Merritt to John Machin; Brian Lynch regarding supplement for Robert Ramirez. 11.25.2014</i>	<i>DVC001466-DVC001467</i>
4	<i>Email from Diana Cerda to Nick Jannetto; Brian Lynch; DVC regarding Chandeliers. 12.01.2014</i>	<i>DVC001468-DVC001473</i>
5	<i>Email Chain between DVC; Brian Lynch; regarding supplemental time for Robert Ramirez with invoice.</i>	<i>DVC001474-DVC001477</i>
6	<i>Email from Daniel Merritt to Brian Lynch; John Machin; regarding Final Bid 01.12.2015</i>	<i>DVC001478-DVC001556</i>
7	<i>Email from John Machin to Daniel Merritt regarding bid. 01.19.2015</i>	<i>DVC001557-DVC001559</i>
8	<i>Email from Diana Cerda to Rachelle Eliston regarding site meeting 02.26.2015</i>	<i>DVC001560</i>
9	<i>Email from Brian Lynch to Rachelle Eliston regarding site meeting. 03.04.2015</i>	<i>DVC001561</i>
10	<i>Email from John Machin to Rachelle Elison regarding site meeting 03.04.2015</i>	<i>DVC001562-DVC001563</i>
11	<i>Email from Brian Lynch to Rachelle Eliston regarding site meeting 03.05.2015</i>	<i>DVC001564-DVC001565</i>
12	<i>Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015</i>	<i>DVC001566-DVC001567</i>
13	<i>Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015</i>	<i>DVC001568-DVC001569</i>
14	<i>Email from Daniel Merritt to John Machin; Brian Lynch regarding revised bid. 04.15.2015</i>	<i>DVC001570-DVC001571</i>
15	<i>Email from Daniel Merritt to Brian Lynch regarding Driveway 04.15.2015</i>	<i>DVC001572</i>
16	<i>Email from Brian Lynch to Daniel Merritt regarding Driveway 04.15.2015</i>	<i>DVC001573-DVC001574</i>
17	<i>Email from Daniel Merritt to Brian Lynch regarding Tile Bid 04.30.2015</i>	<i>DVC001575-DVC001580</i>
18	<i>04.27.2015 Bid.</i>	<i>DVC001581-DVC001648</i>
19	<i>Email from Daniel Merritt to Monica Vaugh(Tuscany Collection) regarding flooring 02.09.2015</i>	<i>DVC001649</i>
20	<i>Email from Lori Barnett (Tuscany Collection) to DVC regarding Business License; W-9; Insurance; Sales Order. 2.10.2015</i>	<i>DVC001650-DVC001654</i>
21	<i>Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015</i>	<i>DVC001655-DVC001657</i>
22	<i>Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015</i>	<i>DVC001658-DVC001660</i>
23	<i>Email from Robert Ramirez to DVC regarding flooring. 2.25.2015</i>	<i>DVC001661</i>
24	<i>Email from Daniel Merritt to Eugene Inose; Robert Ramirez regarding tile change order. 04.30.2015</i>	<i>DVC001662</i>

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1	<i>Email chain between Eugene Inose; DVC; and Tuscany Collection regarding changing tile order. 05.05.2015</i>	<i>DVC001663-DVC001664</i>
2	<i>Email chain between Tuscany Collection; DVC; Southgreen Transportation Inc.; Yvette Aguirre; regarding shipment of tiles and issues with U.S. Customs. 05.28.2015</i>	<i>DVC001665-DVC001690</i>
3	<i>Email from John Bowden with latest information regarding shipment.</i>	<i>DVC001691-DVC001694</i>
4	<i>Email from Daniel Merritt to Tuscany Collection requesting compensation as a result of delay. 05.29.2015</i>	<i>DVC001695-DVC001696</i>
5	<i>Email from Daniel Merritt to Tuscany Collection requesting update. 06.01.2015</i>	<i>DVC001697-DVC001698</i>
6	<i>Email from Tuscany Collection to Daniel Merritt with update. 06.01.2015</i>	<i>DVC001699-DVC001701</i>
7	<i>Email from Tuscany Collection to Daniel Merritt regarding second container; request for payment 06.02.2015</i>	<i>DVC001702-DVC001704</i>
8	<i>Email chain between Tuscany Collection and DVC regarding payment and additional slabs on order. 06.02.2015</i>	<i>DVC001705-DVC1709</i>
9	<i>Email from Tuscany Collection with revised invoice attached. 06.02.2015</i>	<i>DVC001710-DVC001715</i>
10	<i>Email from Tuscany Collection to DVC regarding payment. 06.08.2015</i>	<i>DVC001716-DVC001721</i>
11	<i>Email from Tuscany Collection to DVC regarding full payment for invoice 10775B 09.17.2015</i>	<i>DVC001722-DVC1724</i>
12	<i>Email from Troy Williams (Artesia) to DVC regarding meeting with Tina Dyba and Eugene Inose. 11.26.2014</i>	<i>DVC001725-DVC001726</i>
13	<i>Email from Artesia to DVC regarding invoice with attachment. 05.12.2015</i>	<i>DVC001727-DVC001732</i>
14	<i>Email from Daniel Merritt to Artesia regarding change orders and increase in cost. 05.17.2015</i>	<i>DVC001733-DVC001734</i>
15	<i>Email from Daniel Merritt to Artesia regarding approval for change order and payment. 06.12.2016</i>	<i>DVC001735</i>
16	<i>Email from Daniel Merritt to DVC regarding Artesia and coordination with DHE. 06.22.2015</i>	<i>DVC001736</i>
17	<i>Email from Artesia to DVC regarding updated invoices. 07.07.2015</i>	<i>DVC001737-DVC001744</i>
18	<i>Email from Artesia to DVC regarding updated Invoices follow-up. 07.07.2016</i>	<i>DVC001745-DVC001746</i>
19	<i>Email Chain between DVC; Eugene Inose; Artesia regarding proposal for theater cabinets; pool bath shelves, with invoice attached. 10.16.2015</i>	<i>DVC001747-DVC001752</i>
20	<i>Email from DVC to Artesia requesting all open change orders 10.20.2015</i>	<i>DVC001753-DVC001754</i>
21	<i>Email from Nick Jannetto to DVC regarding Efficient Space Planning's Invoice. 11.13.2014</i>	<i>DVC001755-DVC001757</i>
22	<i>Email from Efficient Space Planning regarding change order 07.09.2015</i>	<i>DVC001758-DVC001759</i>
23	<i>Email from Summit Tile to Eugene Inose regarding slab selections. 07.30.2015</i>	<i>DVC001760-DVC001768</i>
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1	<i>Email from Summit Tile to DVC with invoice attached. 09.21.2015</i>	<i>DVC001769-DVC001770</i>
2	<i>Email from Summit Tile to DVC with invoice included 06.16.2015</i>	<i>DVC001771-DVC001772</i>
3	<i>Email from Summit Tile to DVC with invoice 07.07.2015</i>	<i>DVC001773-DVC001774</i>
4	<i>Fax from Summit Tile to DVC with Invoice 09.21.2015</i>	<i>DVC001775-DVC001777</i>
5	<i>Email from Summit Tile to DVC with Invoice attached 11.20.2015</i>	<i>DVC001778-DVC001781</i>
6	<i>Email from Ryan Briggs (Arx) to DVC with repair recommendations for review. 09.23.2014</i>	<i>DVC001782-DVC001786</i>
7	<i>Email from Ryan Briggs to DVC with revision to repair recommendation. 09.24.2014</i>	<i>DVC001787-DVC001793</i>
8	<i>Email from DVC to John Machin regarding Arx Report; Electrical Plans. 09.26.2014.</i>	<i>DVC001794-DVC001808</i>
9	<i>Email from Arx to DVC regarding invoice. 10.02.2014</i>	<i>DVC001809-DVC001812</i>
10	<i>Email from Arx to DVC regarding invoice and bid. 10.02.2014</i>	<i>DVC001813-DVC001815</i>
11	<i>Email follow-up from Arx to DVC regarding invoice and bid. 10.02.2014</i>	<i>DVC001816-DVC001819</i>
12	<i>Email from Arx to DVC regarding final payment waiver and release. 10.16.2014.</i>	<i>DVC001820-DVC001824</i>
13	<i>Email Chain between Diva Concepts; DVC; Eugene Inose; Robert Ramirez regarding subcontractor agreements. 11.05.2014</i>	<i>DVC001825</i>
14	<i>Email from Will Roberts to Tina Dyba (Diva Concepts) regarding budget. 11.17.2014</i>	<i>DVC001826</i>
15	<i>Email from Milene Koblasa at Ferguson regarding Price Quote. 02.23.2015</i>	<i>DVC001827-DVC001832</i>
16	<i>Email from Daniel Merritt to Tina Dyba regarding Inose meeting. 03.05.2015</i>	<i>DVC001833-DVC001834</i>
17	<i>Email from Milene Koblasa with revised Price Quote. 03.05.2015</i>	<i>DVC001835-DVC001837</i>
18	<i>Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez; Milene Koblasa; regarding quote for plumbing fixtures. 03.09.2015</i>	<i>DVC001838-DVC001840</i>
19	<i>Email from Tina Dyba to Eugene Inose regarding correction to Price Quote. 03.09.2015</i>	<i>DVC001841-DVC001843</i>
20	<i>Email from Milene Koblasa to DVC regarding updated Price Quote 03.09.20.15</i>	<i>DVC001844-DVC001845</i>
21	<i>Email from Tina Dyba to Robert Ramirez regarding ordering valves 03.09.2015</i>	<i>DVC001846-DVC001847</i>
22	<i>Email from Tina Dyba to DVC regarding Action Items and trip to Los Angeles. 03.09.2015</i>	<i>DVC001848-DVC001857</i>
23	<i>Email from Daniel Merritt to Tina Dyba regarding fabric estimates 03.16.2015</i>	<i>DVC001858-DVC001859</i>
24	<i>Email from Daniel Merritt to Tina Dyba regarding Contact information for Enservio 03.16.2015</i>	<i>DVC001860-DVC001861</i>
25	<i>Email Chain between DVC and Tina Dyba regarding Fabric Estimate with attachment. 03.16.2015</i>	<i>DVC001862-DVC001865</i>
26		
27		
28		

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1	<i>Email from Tina Dyba to DVC regarding light fixtures 03.26.2015</i>	<i>DVC001866</i>
2	<i>Email from DVC to Tina Dyba; Eugene Inose regarding fabric swath and insurance approval. 04.16.2015</i>	<i>DVC001867</i>
3	<i>Email from Tina Dyba regarding tile layout and color board. 04.21.2015</i>	<i>DVC001868-DVC001904</i>
4	<i>Email from Tina Dyba to Milene Koblasa regarding Electric Mirrors. 04.22.2015</i>	<i>DVC001905-DVC001909</i>
5	<i>Email from Tina Dyba to Daniel Merritt regarding custom mirrors 4.23.2015</i>	<i>DVC001910-DVC001915</i>
6	<i>Email from Tina Dyba to Rachelle Elliston regarding Inose Fabric Invoice. 04.23.2016</i>	<i>DVC001916-DVC001917</i>
7	<i>Email from Tina Dyba to Rachelle Elliston regarding invoice corrections 04.24.2015.</i>	<i>DVC001918-DVC001920</i>
8	<i>Email from Tina Dyba to Rachelle Elliston with additional invoice. 04.24.2015</i>	<i>DVC001921-DVC001922</i>
9	<i>Email from Daniel Merritt to Rachelle Elliston; Tina Dyba regarding Change Order, insurance approval, and travel expenses. 05.12.2015</i>	<i>DVC001923-DVC001924</i>
10	<i>Email from Milene Koblasa to Robert Ramirez regarding Faucet selection 05.15.2015</i>	<i>DVC001925-DVC001930</i>
11	<i>Email from Tina Dyba to Robert Ramirez regarding Wall Covering 05.18.2015</i>	<i>DVC001931</i>
12	<i>Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez regarding slab countertops. 06.04.2015</i>	<i>DVC001932-DVC001939</i>
13	<i>Email from Daniel Merritt to Tina Dyba; Rachelle Elliston; Robert Ramirez regarding tile installation. 06.04.2015</i>	<i>DVC001940-DVC001942</i>
14	<i>Email from Tina Dyba to Daniel Merritt regarding Bidet for Master Bathroom. 06.25.2015</i>	<i>DVC001943-DVC001945</i>
15	<i>Email from Tina Dyba to Daniel Merritt regarding wall covering 06.29.2015</i>	<i>DVC001946</i>
16	<i>Email from Tina Dyba to Daniel Merritt regarding Invoices with attachment 7.07.2015</i>	<i>DVC001947-DVC001951</i>
17	<i>Email from Tina Dyba to DVC regarding account balance. 07.13.2015</i>	<i>DVC001952-DVC001953</i>
18	<i>Email from Daniel Merritt to DVC regarding Statement for Diva Interior Concepts 07.13.2015</i>	<i>DVC001954-DVC001955</i>
19	<i>Email Chain between DVC and Ferguson regarding payment 07.14.2015</i>	<i>DVC001956-DVC001958</i>
20	<i>Email from Milene Koblasa and DVC regarding receipt of payment 07.20.2015</i>	<i>DVC001959-DVC001960</i>
21	<i>Email from Melisa Wyatt (Ferguson) to DVC with credit card receipt. 07.22.2015</i>	<i>DVC001961-DVC001963</i>
22	<i>Email from Tina Dyba to DVC regarding Mirror Specifications 08.05.2015</i>	<i>DVC001964-DVC001968</i>
23	<i>Email from Milene Koblasa to Rachelle Elliston regarding faucet order. 09.08.2015</i>	<i>DVC001969</i>

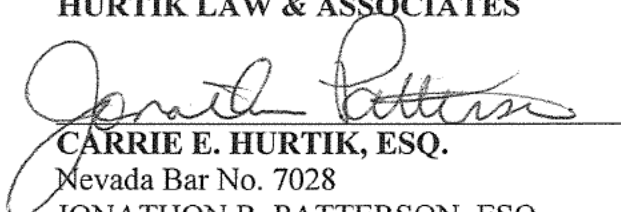
3 **III.**

4 **PLAINTIFFS RESERVE THEIR RIGHT TO SUPPLEMENT**

5 Plaintiff/Counter-defendant incorporates each and every document provided by all parties hereto
6 pursuant to N.R.C.P. 16.1 as set forth herein. Plaintiff/Counter-defendant reserves the right to
7 supplement this list of witnesses as discovery is continuing.

8 **DATED** this 31 of May, 2016.

9 **HURTIK LAW & ASSOCIATES**

10 
11 **CARRIE E. HURTIK, ESQ.**

12 Nevada Bar No. 7028

13 JONATHON R. PATTERSON, ESQ.

14 Nevada Bar No. 9644

15 7866 W. Sahara Avenue

16 Las Vegas, Nevada 89117

17 (702) 966-5200 Telephone

18 (702) 966-5206 Facsimile

19 churtik@hurtiklaw.com

20 jpatterson@hurtiklaw.com

21 Attorneys for Plaintiff/Counter-defendant,

22 DESERT VALLEY CONTRACTING, INC.

CERTIFICATE OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, NANCY RAMIREZ, 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 7866 West Sahara Avenue, Las Vegas, Nevada 89117.

On May 31, 2017, I served the document described as: **PLAINTIFF/COUNTER-DEFENDANT, DESERT VALLEY CONTRACTING, INC.'S SECOND SUPPLEMENT TO INITIAL DISCLOSURES OF WITNESSES AND EXHIBITS PURSUANT TO NRCP 16.1** on the party listed below:

BRIAN W. BOSCHKE, ESQ. (NBN 7612)
WILLIAM N. MILLER, ESQ. (NBN 11658)
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 Wiznet, pursuant to EDCR 8.05, to the electronic mail address as last given by that person on any 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. A confirmation of the transmission containing the electronic mail address(es) to which the document(s) was/were transmitted will be maintained with the document(s) served.

I declare under penalty of perjury that the foregoing is true and correct.
Executed at Las Vegas, Nevada on May 31, 2017


NANCY RAMIREZ, an employee of
HURTIK LAW & ASSOCIATES

SUPP000128

1 RSPN

2 CARRIE E. HURTIK, ESQ.

3 Nevada Bar No. 7028

4 JONATHON R. PATTERSON, ESQ.

5 Nevada Bar No. 009644

6 HURTIK LAW & ASSOCIATES

7 7866 W. Sahara Avenue

8 Las Vegas, Nevada 89117

9 (702) 966-5200 Telephone

10 (702) 966-5206 Facsimile

11 churtik@hurtiklaw.com

12 jpatterson@hurtiklaw.com

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

15 EIGHTH JUDICIAL DISTRICT COURT

16 COUNTY OF CLARK, NEVADA

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

19 Plaintiff,

20 vs.

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

26 Defendants.

27 EUGENE INOSE, an individual;

28 Counterclaimant,

29 vs.

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

CASE NO.: A-16-734351-C

DEPT NO.: XXX

**PLAINTIFF, DESERT VALLEY
CONTRACTING, INC.'s AMENDED
RESPONSES TO DEFENDANT
EUGENE INOSE'S FIRST SET OF
INTERROGATORIES**

34 TO: EUGENE INOSE, Plaintiff;

35 TO: BRIAN W. BOSCHEE, ESQ and WILLIAM N. MILLER, 400 South Fourth Street,

36 Third Floor, Las Vegas Nevada 89101.

37 Plaintiff Desert Valley Contracting's Amended Responses to Defendant's Interrogatories

1 COMES NOW, Plaintiff, DESERT VALLEY CONTRACTING, INC. (hereinafter
2 "PLAINTIFF"), by and through their attorneys of record, CARRIE E. HURTIK, ESQ., of the law firm
3 of HURTIK LAW & ASSOCIATES, and hereby provides the following Responses to Defendant,
4 EUGENE INOSE'S First Set of Interrogatories.

5
6 **PRELIMINARY STATEMENT**

7 These responses are made solely for the purpose of this action. Each response is subject to all
8 appropriate objections (including, but not necessarily limited to, objections concerning competency,
9 relevancy, propriety and admissibility) which require the exclusion of any statement contained herein
10 if the requests were asked of, or any statement made herein was made by, a witness present and
11 testifying in court. All such objections and grounds are reserved and may be interposed at the time of
12 trial. The responding party further reserves the right to raise contentions and to argue new legal
13 theories subject only to such rules of civil procedure and evidence which may require an amendment
14 of the pleadings.
15

16 The responding party does not treat the requests as continuing and does not assume the burden
17 of supplementing these responses for the purpose of supplying information and/or writing discovered
18 subsequent to the date of these responses. Without in any way assuming any obligation to do so,
19 responding party reserves the right to alter, supplement, amend or otherwise modify these responses in
20 any way, at any time, including at trial, in the light of facts determined to be relevant or revealed to
21 such responding party through discovery, further investigation or further legal analysis. Responding
22 party also reserves the right to apply for relief to permit the insertion into these responses of any
23 information that been inadvertently or unintentionally omitted or to introduce such information into
24 evidence at the time of trial.
25

26 No attorney/client or work product or other privileged information will be identified, supplied
27 or produced. All evidentiary objections shall be reserved to the time of trial and no waiver of any
28

1 objection is to be implied from any response contained herein. It is not intended by these responses to
2 make any fact otherwise objectionable at the time of trial admissible by these responses. Any response
3 supplied to any part of any response is not a waiver of any objection to any other part of the request
4 which is objectionable.

5
6 The responding party has not fully completed its investigation of the facts relating to this case,
7 has not completed discovery in this action, and has not completed its preparation for trial. All of the
8 responses contained herein are based only upon such information and documents which are presently
9 available to and specifically known to the responding party. Further discovery, independent of
10 investigation, research and analysis may supply or lead to additional facts and/or documents, add new
11 meaning to the presently know facts, as well as establish entirely new factual conclusions and legal
12 contentions, all of which may lead to substantial, and/or changes in and/or variations from, these
13 responses. Moreover, responding party has not yet completed its review and analysis of documents
14 and expected testimony of witnesses. Accordingly, nothing contained in these responses shall be
15 construed or considered to be a final or exhaustible list of documents in responding party's possession,
16 custody or control at the time of trial.

17
18 Except for explicit facts admitted herein, no admissions of any nature whatsoever are implied
19 or should be inferred. The fact that any response herein has been responded to should not be taken as
20 an admissions or acceptance of the existence of any facts set forth or assumed by such request, or that
21 such response constitutes admissible evidence. The responding party objects to the instructions and
22 definitions to the extent, if any, they go beyond the scope and requirements of the Nevada Rules of
23 Civil Procedure.

24 GENERAL OBJECTIONS

25
26 The following general objections are incorporated into each of the Plaintiff's Responses to
27 Defendant's First Request for Interrogatories.

1 Wherever Plaintiff objects to a request on the grounds that said Request is unduly burdensome
2 and oppressive, Defendant's attention is directed to the following cases: Redland Soccer Club v.
3 Department of the Army, 55 F.3d 827 (3rd Cir. 1995) (overly broad requests); Schaap v. Executive
4 Industries, 130 F.R.D. 384 (N.D.Ill 1990) (burdensomeness of the request); privilege Riss & Co. v.
5 Association of American Railroads, 23 F.R.D. 211 (D.D.C. 1959); United States v. Lowe's, Inc., 23
6 F.R.D. 178 (S.D.N.Y. 1959); Green v. Raymond, 41 F.R.D. 11 (D. Colo. 1966); and Flour Mills of
7 America, Inc. v. Pace, 75 F.R.D. 676 (D. Okla. 1977).

8
9 Further, wherever Plaintiff objects to a request on the grounds of vagueness and overbreadth,
10 attention is directed to the following cases: Jewish Hospital Ass'n of Louisville v. Struck
11 Construction Co., 77 F.R.D. 59 (C.D. Ky. 1978); Flour Mills of America, Inc. v. Pace, 75 F.R.D. 676
12 (D. Okla. 1977); and Stovall v. Gulf & So. Am. S.S. Co., 30 F.R.D. 152 (D. Tex. 1961). Further,
13 wherever Plaintiff objects to a request on the grounds that the request is irrelevant and not calculated
14 to lead to admissible evidence, attention is directed to the following cases: Green v. Raymond, 41
15 F.R.D. 11 (D. Colo. 1966); and Burroughs v. Warner Bros. Pictures, 14 F.R.D. 165, 166 (D. Mass.
16 1963).

17
18 Further, wherever Plaintiff objects to a request regarding trial preparation materials on the
19 grounds that propounding party has failed to show "good cause" under N.R.C.P. 26(b)(33), attention is
20 directed to the following cases: United States v. Chatham City Corp., 72 F.R.D. 640 at 6420643 (S.D.
21 Ga. 1976); and First Wisconsin Mtg. First Wisconsin Corp., 86 F.D.R. 160 at 165, 167 (E.D. Wisc.
22 1980).

23
24 Further, wherever Plaintiff objects to a request on the grounds of attorney client privilege,
25 attention is directed to the following cases: Burns v. Imagine Films Entertainment, 164 F.R.D. 589
26 (W.D.N.Y. 1996) (privilege); Sperry Rand Corp. v. IBM, 45 F.R.D. 287 (D. Del. 1969); Jewish
27 Hospital Ass'n of Louisville v. Struck Construction Co., 77 F.R.D. 59 (C.D. Ky. 1978).

1 Further, wherever Plaintiff lacks necessary information to make a full, fair and specific answer
2 to a request, Plaintiff will so state and set forth in detail the effort made to obtain the information.
3 Miller v. Doctor's General Hospital, 76 F.R.D. 136 (W.D. Okla. 1997); Zanowic v. Reno, 2000 U.S.
4 Dist. Lexis 13845 (S.D.N.Y. 2000).

5 Finally, Plaintiff reserves the right to supplement a response pursuant to Rocker v. KPMG,
6 LLP, 148 P.3d 703, 709 (Nev. 2006), abrogated on other grounds by Buzz Stew, LLC v. City of N.
7 Las Vegas, 124 Nev. 224, 228 n.6, 181 P.3d 670, 672 n.6 (2008).

8 **DEFINITIONS OF SPECIFIC OBJECTIONS**

9
10 As used in the specific response below, the following terms include objections based upon their
11 respective definitions:

- 12 A. "Vague" is defined to mean: Plaintiff objects on the basis that the request is indefinite,
13 uncertain and not susceptible of being understood.
- 14 B. "Ambiguous" is defined to mean: Plaintiff objects on the basis that the request is ambiguous
15 because a reasonable person can find different meanings in a statute or document.
- 16 C. "Argumentative" is defined to mean: Plaintiff objects on the basis that the request requires the
17 adoption of an assumption, which is improper. Reasoning or arguments upon those facts and
18 their relation to the matter in dispute, such as should be reserved for presentation at trial.
- 19 D. "Repetitive discovery, previously propounded" is defined to mean: Plaintiff objects on the
20 basis that the request, substantively, has been previously propounded by Plaintiff.
- 21 E. "Privilege" is defined to mean: Plaintiff objects on the basis that the request seeks information
22 that is (1) made for the purpose of facilitating the rendition of professional legal services to the
23 Plaintiff; (2) protected by the work-product doctrine; 3) protected because it consists, in whole
24 or in part, of trial preparation materials and/or documents containing mental impressions,
25
26
27

1 conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of
2 the Nevada Rules of Civil Procedures; and/or (5) protected under any other valid privilege.

3 F. "Burdensome" is defined to mean: Plaintiff objects on the basis that the request is so broad and
4 uncertain that it creates an unreasonable and undue burden. "Burdensome" is also defined to
5 mean that Plaintiff objects to the request because the information sought is more readily
6 through some other, more convenient, less burdensome, and less expensive source or discovery
7 procedure. *See* Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

8
9 G. "Equally available" is defined to mean: Plaintiff objects on the basis that the request seeks
10 information that is equally available to Defendant.

11 H. "Irrelevant" is defined to mean: Plaintiff objects on the basis that the request concerning
12 information irrelevant to the subject matter of this action and not reasonably calculated to lead
13 to the discovery of admissible evidence.

14
15 I. "Overbroad" is defined to mean: Plaintiff objects on the basis that the request is overbroad and
16 calls for an expansive potential breadth of information that is unreasonable in scope and
17 parameter.

18 J. The phrase "without waiving the foregoing objection," or words have similar effect are defined
19 to mean: while Plaintiff will produce a response to the request, the information sought by the
20 request that is covered by either a specific or general objection will not include a response.
21

22
23 **INTERROGATORY NO. 1:**

24 Please identify each person, by name, address, telephone number, and title (if applicable) who
25 assisted You in the preparation of the answers to these interrogatories and identify the specific
26 interrogatory(ies) for which each person assisted.
27

1 **RESPONSE NO. 1:**

2 Jonathon R. Patterson, Esq., 7866 West Sahara Ave., Las Vegas, NV, 89117. 702-966-5200, 1
3 through 21.

4 **INTERROGATORY NO. 2:**

5 Please specify in detail Your calculation of damages in this Action against Inose.

6 **RESPONSE NO. 2:**

7
8 *Please see PLT000685-706, Job Billing and Cost Detail. Plaintiff was paid approximately*
9 *One Million, One Hundred, Twenty-Five Thousand, Seven Hundred Forty Three Dollars and*
10 *Seventy-Two Cents, (\$1,125,743.72). Plaintiff is entitled to One Million, Two Hundred Fourteen*
11 *Thousand, Nine Hundred Forty One Dollars and Thirty Cents (\$1,214,941.30). Therefore, Plaintiff*
12 *has been damaged in the amount of approximately Eighty-Nine Thousand, One Hundred Ninety*
13 *Seven Dollars and Fifty Eight cents (\$89,197.58). Discovery is continuing. Responding party*
14 *reserved the right to supplement this response.*
15

16 **INTERROGATORY NO. 3:**

17 Please identify each person or entity, by name, address, telephone number, and title (if
18 applicable) who You believe has knowledge of the facts supporting Your claims and allegations in
19 Your Complaint.
20

21 **RESPONSE NO. 3:**

- 22 1. Personal Most Knowledgeable and/or Custodian of Records
23 Desert Valley Contracting, Inc.
24 c/o Hurtik Law & Associates
25 7866 West Sahara Avenue
26 Las Vegas, Nevada 89117
27 Telephone: (702) 966-5200

28 Person Most Knowledgeable is expected to testify concerning the following, without
limitation: the repair and rebuild of the residential home located at 587 Saint Croix Street, Henderson,

1 Nevada 8901 2(hereinafter "Subject Property"), Work Authorization and Contract dated August 8,
2 2014, repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC and
3 subcontractors at the Subject Property, and other facts and circumstances that may arise concerning the
4 claims and defenses alleged in this matter. The Custodian of Records is expected to testify regarding
5 the authenticity of documents produced by DVC during the course of litigation.
6

7 2. Dennis Zachary
8 c/o Hurtik Law & Associates
9 7866 West Sahara Avenue
10 Las Vegas, Nevada 89117
11 Telephone: (702) 966-5200

12 Mr. Dennis Zachary is expected to testify concerning the following, without limitation: the
13 repair and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair
14 and rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
15 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
16 alleged in this matter.

17 3. Eugene Inose
18 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
19 400 South Fourth Street, 3rd Floor
20 Las Vegas, Nevada 89101
21 Telephone: (702) 791-0308

22 Mr. Eugene Inose is expected to testify concerning the following, without limitation: the repair
23 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
24 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
25 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
26 alleged in this matter.

27 4. Jeffrey Louie
28 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
400 South Fourth Street, 3rd Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-0308

1 Mr. Jeffrey Louie is expected to testify concerning the following, without limitation: the repair
2 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
3 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
4 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
5 alleged in this matter.
6

- 7 5. Person Most Knowledgeable and/or Custodian of Records for
8 IN-LO Properties, LLC
9 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
400 South Fourth Street, 3rd Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-0308

10 Person Most Knowledgeable is expected to testify concerning the following, without
11 limitation: the repair and rebuild of the Subject Property, Work Authorization and Contract dated
12 August 8, 2014, repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC
13 and subcontractors at the Subject Property, and other facts and circumstances that may arise
14 concerning the claims and defenses alleged in this matter. The Custodian of Records is expected to
15 testify regarding the authenticity of documents produced by IN-LO Properties, LLC, during the course
16 of litigation.
17

- 18 6. The Person(s) Most Knowledgeable and/or Custodian of Records
19 Sunrise Service, Inc.
20 7380 Commercial Way
Henderson, Nevada 89011

21 The Person(s) Most Knowledgeable at Sunrise Service, Inc. is expected to testify to the facts
22 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
23 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Sunrise
24 Service, Inc. is expected to testify as pertains to any subcontracts to the scope of work and any
25 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
26
27

1 Records is expected to testify regarding the authenticity of documents produced by Sunrise Service,
2 Inc. during the course of litigation.

- 3 7. The Person(s) Most Knowledgeable and/or Custodian of Records
4 Summit Tile & Stone
5 c/o FELDMAN GRAF, P.C.
6 8845 W. Flamingo Road, Suite 210
7 Las Vegas, Nevada 89147
8 Telephone: (702) 949-5096

9 The Person(s) Most Knowledgeable at Summit Tile & Stone is expected to testify to the facts
10 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
11 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Summit
12 Tile & Stone is expected to testify as pertains to any subcontracts to the scope of work and any
13 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
14 Records is expected to testify regarding the authenticity of documents produced by Summit Tile &
15 Stone during the course of litigation.

- 16 8. The Person(s) Most Knowledgeable and/or Custodian of Records
17 Hy-Bar Windows and Doors
18 6210 South Annie Oakley
19 Las Vegas, Nevada 89120

20 The Person(s) Most Knowledgeable at Hy-Bar Windows and Doors is expected to testify to the
21 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
22 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
23 at Hy-Bar Windows and Doors is expected to testify as pertains to any subcontracts to the scope of
24 work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
25 Custodian of Records is expected to testify regarding the authenticity of documents produced by Hy-
26 Bar Windows and Doors during the course of litigation.

- 27 9. The Person(s) Most Knowledgeable and/or Custodian of Records
28 Easy Lift Elevators
29 2326 Caserta Court
30 Plaintiff Desert Valley Contracting's Amended Responses to Defendant's Interrogatories

1 Henderson, Nevada 89074

2 The Person(s) Most Knowledgeable at Easy Lift Elevators is expected to testify to the facts and
3 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
4 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Easy Lift
5 Elevators is expected to testify as pertains to any subcontracts to the scope of work and any materials
6 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
7 expected to testify regarding the authenticity of documents produced by Easy Lift Elevators during the
8 course of litigation.
9

10 10. The Person(s) Most Knowledgeable and/or Custodian of Records
11 Eagle Sentry
12 3595 East Patrick Lane, #1200
Las Vegas, Nevada 89120

13 The Person(s) Most Knowledgeable at Eagle Sentry is expected to testify to the facts and
14 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
15 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Eagle Sentry
16 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied
17 for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to
18 testify regarding the authenticity of documents produced by Eagle Sentry during the course of
19 litigation.
20

21 11. The Person(s) Most Knowledgeable and/or Custodian of Records
22 Desert Home Electric, Inc.
23 8625 West Sahara Avenue, #441
Las Vegas, Nevada 89117

24 The Person(s) Most Knowledgeable at Desert Home Electric, Inc. is expected to testify to the
25 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
26 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
27 at Desert Home Electric, Inc. is expected to testify as pertains to any subcontracts to the scope of work
28

1 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
2 Records is expected to testify regarding the authenticity of documents produced by Desert Home
3 Electric, Inc. during the course of litigation.

4 12. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Artesia Kitchen & Bath
6 2972 South Rainbow, Suite B
7 Las Vegas, Nevada 89146

8 The Person(s) Most Knowledgeable at Artesia Kitchen & Bath is expected to testify to the facts
9 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
10 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Artesia
11 Kitchen & Bath is expected to testify as pertains to any subcontracts to the scope of work and any
12 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
13 Records is expected to testify regarding the authenticity of documents produced by Artesia Kitchen &
14 Bath during the course of litigation.

15 13. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Efficient Space Planning
17 6045 Harrison Drive, #4
18 Las Vegas, Nevada 89120

19 The Person(s) Most Knowledgeable at Efficient Space Planning expected to testify to the facts
20 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
21 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Efficient
22 Space Planning is expected to testify as pertains to any subcontracts to the scope of work and any
23 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
24 Records is expected to testify regarding the authenticity of documents produced by Efficient Space
25 Planning during the course of litigation.

26 14. The Person(s) Most Knowledgeable and/or Custodian of Records
27 Diversified Protection Systems, Inc.
28 4435 Wagon Trail Avenue

Plaintiff Desert Valley Contracting's Amended Responses to Defendant's Interrogatories

1 Las Vegas, Nevada 89118

2 The Person(s) Most Knowledgeable at Diversified Protection Systems, Inc. is expected to
3 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
4 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
5 Knowledgeable at Diversified Protection Systems, Inc. is expected to testify as pertains to any
6 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
7 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
8 documents produced by Diversified Protection Systems, Inc. during the course of litigation.
9

10 15. The Person(s) Most Knowledgeable and/or Custodian of Records
11 Custom Landau
12 P.O. Box 753476
Las Vegas, Nevada 89136

13 The Person(s) Most Knowledgeable at Custom Landau is expected to testify to the facts and
14 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
15 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Custom
16 Landau is expected to testify as pertains to any subcontracts to the scope of work and any materials
17 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
18 expected to testify regarding the authenticity of documents produced by Custom Landau during the
19 course of litigation.
20

21 16. The Person(s) Most Knowledgeable and/or Custodian of Records
22 Arx Engineering
23 3413 Carolina Moon Avenue
North Las Vegas, Nevada 89081

24 The Person(s) Most Knowledgeable at Arx Engineering is expected to testify to the facts and
25 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
26 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Arx
27 Engineering is expected to testify as pertains to any subcontracts to the scope of work and any
28

1 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
2 Records is expected to testify regarding the authenticity of documents produced by Arx Engineering
3 during the course of litigation.

4 17. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Central Valley Insulation
6 P.O. Box 534451
7 Atlanta, GA 30353-4451
8 1401 Trade Drive
9 North Las Vegas, Nevada 89030

10 The Person(s) Most Knowledgeable at Central Valley Insulation is expected to testify to the
11 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
12 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
13 at Central Valley Insulation is expected to testify as pertains to any subcontracts to the scope of work
14 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
15 Records is expected to testify regarding the authenticity of documents produced by Central Valley
16 Insulation during the course of litigation.

17 18. The Person(s) Most Knowledgeable and/or Custodian of Records
18 Burnham Painting & Drywall Corp.
19 668 Middlegate Road
20 Henderson, Nevada 89011

21 The Person(s) Most Knowledgeable at Burnham Painting & Drywall Corp. is expected to
22 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
23 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
24 Knowledgeable at Burnham Painting & Drywall Corp. is expected to testify as pertains to any
25 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
26 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
27 documents produced by Burnham Painting & Drywall Corp. during the course of litigation.

28 19. The Person(s) Most Knowledgeable and/or Custodian of Records
Plaintiff Desert Valley Contracting's Amended Responses to Defendant's Interrogatories

1 Comfort Home Appliance
2 6672 Boulder Hwy, Suite 6
3 Las Vegas, Nevada 89122

4 The Person(s) Most Knowledgeable at Comfort Home Appliance is expected to testify to the
5 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
6 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
7 at Comfort Home Appliance is expected to testify as pertains to any subcontracts to the scope of work
8 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
9 Records is expected to testify regarding the authenticity of documents produced by Comfort Home
10 Appliance during the course of litigation.

11 20. The Person(s) Most Knowledgeable and/or Custodian of Records
12 Diva Interior Concepts, LLC
13 10040 West Cheyenne, Suite 170-115
14 Las Vegas, Nevada 89129

15 The Person(s) Most Knowledgeable at Diva Interior Concepts, LLC is expected to testify to the
16 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
17 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
18 at Diva Interior Concepts, LLC is expected to testify as pertains to any subcontracts to the scope of
19 work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
20 Custodian of Records is expected to testify regarding the authenticity of documents produced by Diva
21 Interior Concepts, LLC during the course of litigation.

22 21. The Person(s) Most Knowledgeable and/or Custodian of Records
23 Desert Lumber
24 4950 North Berg
25 North Las Vegas, Nevada 89081

26 The Person(s) Most Knowledgeable at Desert Lumber is expected to testify to the facts and
27 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
28 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Desert

1 Lumber is expected to testify as pertains to any subcontracts to the scope of work and any materials
2 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
3 expected to testify regarding the authenticity of documents produced by Desert Lumber during the
4 course of litigation.

5 22. The Person(s) Most Knowledgeable and/or Custodian of Records
6 Firehouse Electric
7 6955 North Durango Ste. # 1115
8 Las Vegas, Nevada 89149

9 The Person(s) Most Knowledgeable at Firehouse Electric is expected to testify to the facts and
10 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
11 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Firehouse
12 Electric is expected to testify as pertains to any subcontracts to the scope of work and any materials
13 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
14 expected to testify regarding the authenticity of documents produced by Firehouse Electric during the
15 course of litigation.

16 23. The Person(s) Most Knowledgeable and/or Custodian of Records
17 Precision Plumbing
18 7500 West Lake Mead Blvd., Suite 9-483
19 Las Vegas, Nevada 89128

20 The Person(s) Most Knowledgeable at Precision Plumbing is expected to testify to the facts
21 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint,
22 and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at
23 Precision Plumbing is expected to testify as pertains to any subcontracts to the scope of work and any
24 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
25 Records is expected to testify regarding the authenticity of documents produced by Precision
26 Plumbing during the course of litigation.

27 24. The Person(s) Most Knowledgeable and/or Custodian of Records
28 Plaintiff Desert Valley Contracting's Amended Responses to Defendant's Interrogatories

1 Picture Perfect TV
2 3297 Las Vegas Blvd. North, Ste. 62
3 Las Vegas, Nevada 89121

4 The Person(s) Most Knowledgeable at Picture Perfect TV is expected to testify to the facts and
5 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
6 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Picture
7 Perfect TV is expected to testify as pertains to any subcontracts to the scope of work and any materials
8 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is
9 expected to testify regarding the authenticity of documents produced by Picture Perfect TV during the
10 course of litigation.

11 25. The Person(s) Most Knowledgeable and/or Custodian of Records
12 West Coast Concrete, Inc.
13 3904 Raymert
14 Las Vegas, Nevada 89121

15 The Person(s) Most Knowledgeable at West Coast Concrete, Inc. is expected to testify to the
16 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
17 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
18 at West Coast Concrete, Inc. is expected to testify as pertains to any subcontracts to the scope of work
19 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
20 Records is expected to testify regarding the authenticity of documents produced by West Coast
21 Concrete, Inc. during the course of litigation.

22 26. The Person(s) Most Knowledgeable and/or Custodian of Records
23 Silver State Specialties, LLC
24 4030 Industrial Center Dr. Ste. 501
25 North Las Vegas, Nevada 89030

26 The Person(s) Most Knowledgeable at Silver State Specialties, LLC is expected to testify to the
27 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
28 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable

1 at Silver State Specialties, LLC is expected to testify as pertains to any subcontracts to the scope of
2 work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
3 Custodian of Records is expected to testify regarding the authenticity of documents produced by Silver
4 State Specialties, LLC during the course of litigation.

5
6 27. The Person(s) Most Knowledgeable and/or Custodian of Records
7 Prosource of Las Vegas
8 7350 Dean Martin Drive, Suite 303
9 Las Vegas, Nevada 89139

10 The Person(s) Most Knowledgeable at Prosource of Las Vegas is expected to testify to the
11 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
12 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
13 at Prosource of Las Vegas is expected to testify as pertains to any subcontracts to the scope of work
14 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
15 Records is expected to testify regarding the authenticity of documents produced by Prosource of Las
16 Vegas during the course of litigation.

17 28. The Person(s) Most Knowledgeable and/or Custodian of Records
18 Wilshire Refrigeration & Appliance, Inc.
19 9177 Kelvin Avenue
20 Chatsworth, California 91311

21 The Person(s) Most Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to
22 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
23 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
24 Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to testify as pertains to any
25 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
26 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
27 documents produced by Wilshire Refrigeration & Appliance, Inc. during the course of litigation.

1 29. Daniel Merritt
2 c/o Hurtik Law & Associates
3 7866 West Sahara Avenue
4 Las Vegas, Nevada 89117
5 Telephone: (702) 966-5200

6 Mr. Daniel Merritt is expected to testify concerning the following, without limitation: the
7 repair and rebuild the Subject Property, Work Authorization, repair and rebuild estimates, upgrades,
8 subcontractors, the work performed by DVC and subcontractors at the Subject Property, and other
9 facts and circumstances that may arise concerning the claims and defenses alleged in this matter.

10 Discovery is continuing. Responding party reserved the right to supplement this response.

11 **INTERROGATORY NO. 4:**

12 Please identify each and every “upgrades in materials and work” that You are referring to in
13 the Complaint at pg.5, ¶23, pg.8, ¶46, and pg.13, ¶88.

14 **RESPONSE NO. 4:**

15 Please see, Plaintiff’s Disclosures in the Joint Case Conference Report DVC000001-684,
16 specifically, DVC000191, DVC000193-4, DVC000201-208, DVC000232, DVC00240, DVC000243,
17 DVC000267, DVC000269, DVC000408, *DVC001006-001115, DVC001179-1190, DVC001208-*
18 *DVC001213, DVC001374-DVC0001357, DVC001384-DVC001386, DVC001398-DVC001399,*
19 *DVC001456-DVC001465, DVC001581-DVC001571, DVC001665-1690, DVC001827-DVC001832,*
20 *DVC001838-DVC001845, DVC001848-DVC001858, DVC001860-DVC001924, and DVC001943-*
21 *DVC001945.* Also, please see IN-LO000041-43, IN-LO000046-49, and IN-LO000068-70. Discovery
22 is continuing. Responding party reserves the right to supplement these responses.

23 **INTERROGATORY NO. 5:**

24 How did Inose “dictate [] who the superintendent would be for the jobsite”, as alleged in the
25 Complaint at pg.5, ¶25, pg.8, ¶48, and pg. 13, ¶90.

1 **RESPONSE NO. 5:**

2 Defendant insisted that Robert Ramirez be the onsite supervisor for the Project. Desert Valley
3 Contracting did not select him.

4 **INTERROGATORY NO. 6:**

5 Please identify each and every change order You submitted relating to the Property and/or
6 Contract, and with each change order You identify, please state: (1) what the change order was for: (2)
7 the amount of the change order; (3) when was the change order presented to Inose; (4) whether Inose
8 approved of the change order in writing; (5) how much of the change order Inose approved; and (6)
9 when Inose approved of the change order in writing.
10

11 **RESPONSE NO. 6:**

12 Objection. Burdensome, better suited for a deposition. Discovery is continuing, this
13 responding party reserves the right to supplement these response.
14

15 **INTERROGATORY NO. 7:**

16 Please identify each and every fact or basis supporting Your contention that Inose "is
17 responsible for the upgrades and change orders that he caused to happen on this Subject Property, due to
18 his choices and changing his mind in several instances as to what products were to be installed" as
19 alleged in the Complaint at pgs. 5-6, ¶31, pg. 8, ¶53 and pg. 14, ¶96.

20 **RESPONSE NO. 7:**

21 Objection. Burdensome, better suited for a deposition. Discovery is continuing, this responding
22 party reserves the right to supplement these response.

23 **INTERROGATORY NO. 8:**

24 Please identify each and every instance or way that Inose has breached the Contract, as stated in
25 the Complaint at pg. 6, ¶33 and pg. 9, ¶55.
26
27

1 **RESPONSE NO. 8:**

2 Objection. Burdensome, better suited for a deposition. Discovery is continuing, this responding
3 party reserves the right to supplement these response.

4 **INTERROGATORY NO. 9:**

5 Please identify, in detail, how Inose “enjoyed substantial discretionary power affecting the rights
6 of Plaintiff, DVC, during the events alleged in the Complaint”, as alleged in the Complaint at pg. 10,
7 ¶63.

8 **RESPONSE NO. 9:**

9 Inose selected the project supervisor, Robert Ramirez, who was in contact with the
10 subcontractors and influenced the change orders.

11 **INTERROGATORY NO. 10:**

12 Regarding the “valid and enforceable contract[s]” with the subcontractors identified in the
13 Complaint at pg. 15, ¶101, please state: (1) when Inose knew about these alleged contracts; (2) who told
14 Inose about these alleged contracts; and (3) how Inose interfered with these contracts.

15 **RESPONSE NO. 10:**

16 Inose’s agent Robert Ramirez, knew of the provisions of the Subcontracts. These are standard
17 provisions to reduce confusion and prevent unauthorized changes. Inose interfered with those contracts
18 by communicating directly with subcontractors.

19 **INTERROGATORY NO. 11**

20 Please identify each and every fact or basis supporting Your contention that Inose “precluded
21 plaintiff, DVC from gaining access to the Subject Property to complete the contractual and sub-
22 contractual work”, as alleged in the Complaint at pg. 15, ¶104.

23 **RESPONSE NO. 11:**

24 On December 7, 2015, Inose contacted the Plaintiff and terminated their services.

25 **INTERROGATORY NO. 12**

26 Please identify each and every “disparaging remark” that Inose allegedly made to the
27 subcontractors listed in the Complaint at pg. 15, ¶105, and for each disparaging remark You identify,
28 Plaintiff Desert Valley Contracting’s Amended Responses to Defendant’s Interrogatories

1 please state: (1) what the disparaging remark was; (2) when the disparaging remark was made; (3) who
2 the disparaging remark was made to; and (4) the reaction of the person whom allegedly Inose made the
3 disparaging remark to.

4 **RESPONSE NO. 12:**

5 Objection. Burdensome, better suited for a deposition. Discovery is continuing, this responding
6 party reserves the right to supplement these response.

7 **INTERROGATORY NO. 13**

8 Please identify, in detail, how Inose "tortuously interfered" with Your rights, as alleged in the
9 Complaint at pg. 16, ¶106.

10 **RESPONSE NO. 13:**

11 On December 7, 2015, Inose contacted the Plaintiff and terminated their services. Inose then
12 communicated directly with the subcontractors and encouraged them to breach their contractual
13 obligation with the Plaintiff. Discovery is continuing, this responding party reserves the right to
14 supplement these response.

15 **INTERROGATORY NO. 14**

16 Please identify, in detail, how Inose intentionally interfered with You regarding any alleged
17 subcontractual relationships of Yours, as alleged in the Complaint at pg. 17, ¶111.

18 **RESPONSE NO. 14:**

19 Objection, repetitive. Without waiving said objection the responding party replies thusly. On
20 December 7, 2015, Inose contacted the Plaintiff and terminated their services. Inose then communicated
21 directly with the subcontractors and encouraged them to breach their contractual obligation with the
22 Plaintiff. Discovery is continuing, this responding party reserves the right to supplement these response.

23 **INTERROGATORY NO. 15**

24 Please identify, in detail, how Inose had knowledge of any alleged subcontractual relationships
25 of Yours, as alleged in Your Fourth Cause of Action for Intentional Interference with Contract, alleged
26 in the Complaint on pgs. 15-17.

1 **RESPONSE NO. 15:**

2 Objection, repetitive. Without waiving the foregoing objection, Inose's agent Robert Ramirez,
3 knew of the provisions of the Subcontracts. These are standard provisions to reduce confusion and
4 prevent unauthorized changes. Inose interfered with those contracts by communicating directly with
5 subcontractors. Discovery is continuing, this responding party reserves the right to supplement these
6 response.

7 **INTERROGATORY NO. 16**

8 Please identify what knowledge that Inose allegedly had regarding any alleged subcontractual
9 relationships of Yours, as alleged in Your Fourth Cause of Action for Intentional Interference with
10 Contract, alleged in the Complaint on pgs. 15-17.

11 **RESPONSE NO. 16:**

12 Objection, repetitive. Without waiving the foregoing objection, Inose's agent Robert Ramirez,
13 knew of the provisions of the Subcontracts. These are standard provisions to reduce confusion and
14 prevent unauthorized changes. Inose interfered with those contracts by communicating directly with
15 subcontractors. Discovery is continuing, this responding party reserves the right to supplement these
16 response.

17 **INTERROGATORY NO. 17**

18 Please identify each and every fact basis supporting Your contention that "Counterclaimants are
19 guilty of unclean hands" as alleged in the Answer to Counterclaim at pg. 14, Eighth Affirmative
20 Defense.

21 **RESPONSE NO. 17:**

22 Defendants interfered by requesting upgrades, contacting the subcontractors directly, and
23 terminating work on the project. Discovery is continuing, this responding party reserves the right to
24 supplement these response.

25 ///

26 ///

27 ///

1 **INTERROGATORY NO. 18**

2 Please identify each and every fact or basis supporting Your contention that [t]he conduct of the
3 Answering Counter-defendant alleged to be wrongful was induced by Counterclaimant's own conduct"
4 as alleged in the Answer to Counterclaim at pg. 14, Thirteenth Affirmative Defense.

5 **RESPONSE NO. 18:**

6 Defendant interfered by requesting upgrades, contacting the subcontractors directly, and
7 terminating work on the project. Discovery is continuing, this responding party reserves the right to
8 supplement these response.

9 **INTERROGATORY NO. 19**

10 Please identify how much You have been paid, from the Insurance Proceeds or otherwise,
11 relating to the Contract.

12 **RESPONSE NO. 19:**

13 *Plaintiff was paid approximately One Million, One Hundred, Twenty-Five Thousand, Seven*
14 *Hundred Forty Three Dollars and Seventy-Two Cents, (\$1,125,743.72).*

15 **INTERROGATORY NO. 20**

16 Please identify how much You have been paid, from the Insurance Proceeds or otherwise,
17 relating to Your work on the Property.

18 **RESPONSE NO. 20:**

19 Objection. Repetitive. See Response to Interrogatory 19.

20 **INTERROGATORY NO. 21**

21 If You deny any of the Requests for Admissions in the FRA from Inose issued contemporaneous
22 herewith, explain in detail the basis of Your denial and all facts known to You that support Your denial.

23 ///

24 ///

25 ///

26 ///

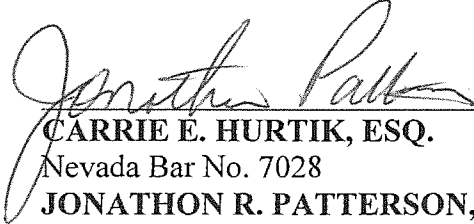
27 ///

1 **RESPONSE NO. 21:**

2 Objection Overbroad, burdensome. See responses to Request for Production of Documents.

3
4 DATED this 7 day of June, 2017.

5 **HURTIK LAW & ASSOCIATES**

6
7 
8 **CARRIE E. HURTIK, ESQ.**
9 Nevada Bar No. 7028
10 **JONATHON R. PATTERSON, ESQ.**

11 Nevada Bar No. 009644

12 **HURTIK LAW & ASSOCIATES**

13 7866 W. Sahara Avenue

14 Las Vegas, Nevada 89117

15 (702) 966-5200 Telephone


16 (702) 966-5206 Facsimile


17 churtik@hurtiklaw.com

18 jpatterson@hurtiklaw.com

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

STATE OF NEVADA)
COUNTY OF CLARK) ss.


DENNIS ZACHARY

 **XIOMARA G. SANCHEZ**
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-19-19
Certificate No: 11-5770-1

VERIFICATION

1 CERTIFICATE OF SERVICE

2 STATE OF NEVADA)
3) ss.
4 COUNTY OF CLARK)

5 I, NANCY RAMIREZ, declare:

6 I am a resident of and employed in Clark County, Nevada. I am over the age of eighteen (18)
7 years and not a party to the within action. My business address is 7866 West Sahara Avenue, Las
8 Vegas, Nevada 89117.

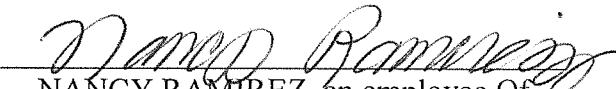
9 On June 7, 2017, I served the document described as PLAINTIFF, DESERT VALLEY
10 CONTRACTING, INC's AMENDED RESPONSES TO DEFENDANT EUGENE INOSE'S
11 FIRST SET OF INTERROGATORIES on the party(ies) listed below:

12 BRAIN W. BOSCHKEE, ESQ. (NBN 7612)
13 WILLIAM N. MILLER, ESQ. (NBN 11658)
14 HOLLEY, DRIGGS, WALCH,
15 FINE, WRAY, PUZEY & THOMPSON
16 400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

17 ☒ VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon
18 fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's
19 practice of collection and processing correspondence by mailing. Under that practice, it would be
20 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.

21 ☒ VIA ELECTRONIC SERVICE: by transmitting via Wiznet, pursuant to EDCR 8.05, to the
22 electronic mail address as last given by that person on any document which he/she has filed in the
23 action and served on the party making the service. The copy of the document served by electronic
24 service bears a notation of the date and time of transmission. A confirmation of the transmission
containing the electronic mail address(es) to which the document(s) was/were transmitted will be
maintained with the document(s) served.

25 I declare under penalty of perjury that the foregoing is true and correct.
26 Executed at Las Vegas, Nevada on June 7, 2017.

27 
NANCY RAMIREZ, an employee of
HURTIK LAW & ASSOCIATES

1 SUPP

2 CARRIE E. HURTIK, ESQ.

3 Nevada Bar No. 7028

4 JONATHON R. PATTERSON, ESQ.

5 Nevada Bar No. 9644

6 HURTIK LAW & ASSOCIATES

7 7866 W. Sahara Avenue

8 Las Vegas, Nevada 89117

9 (702) 966-5200 Telephone

10 (702) 966-5206 Facsimile

11 churtik@hurtiklaw.com

12 jpatterson@hurtiklaw.com

13 Attorneys for Plaintiff/Counter-defendant,
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
22 liability company; EUGENE INOSE, an
23 individual; JEFFREY LOUIE, an individual;
24 DOES 1 through 10; and ROE ENTITIES 1
25 through 10,

26 Defendants.

27 EUGENE INOSE, an individual;

28 Counterclaimant,

29 vs.

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

34 Counter-defendants,

Case No.: A-16-734351-C

Dept. No.: XV

PLAINTIFF/COUNTER-DEFENDANT,
DESERT VALLEY CONTRACTING, INC.'S
THIRD SUPPLEMENT TO INITIAL
DISCLOSURES OF WITNESSES AND
EXHIBITS PURSUANT TO N.R.C.P. 16.1

35 COMES NOW, Plaintiff/Counter-defendant, Desert Valley Contracting, Inc.'s (hereinafter
36 collectively "Plaintiff/Counter-defendant" or "DVC") by and through its attorneys of record, HURTIK
37
38

1 LAW & ASSOCIATES, and hereby submits DVC'S THIRD Supplement to 1Initial Disclosure of
2 Documents and Witnesses pursuant to Rule 16.1 of the Nevada Rules of Civil Procedure as follows:

3 I.

4 **PLAINTIFF/COUNTER-DEFENDANT'S LIST OF WITNESSES**

5 Pursuant to Rule 16.1(a)(1)(A) of the Nevada Rules of Civil Procedure, Plaintiff/Counter-
6 defendant hereby discloses the name, the address and telephone number, if known, of each individual
7 or entity likely to have discoverable information – along with the subjects of that information – that the
8 Plaintiff/Counter-defendant may use to support its claims and defenses:
9

- 10 1. Personal Most Knowledgeable and/or Custodian of Records
11 Desert Valley Contracting, Inc.
12 c/o Hurtik Law & Associates
13 7866 West Sahara Avenue
14 Las Vegas, Nevada 89117
15 Telephone: (702) 966-5200

16 Person Most Knowledgeable is expected to testify concerning the following, without limitation:
17 the repair and rebuild of the residential home located at 587 Saint Croix Street, Henderson, Nevada 8901
18 2(hereinafter "Subject Property"), Work Authorization and Contract dated August 8, 2014, repair and
19 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
20 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
21 alleged in this matter. The Custodian of Records is expected to testify regarding the authenticity of
22 documents produced by DVC during the course of litigation.

- 23 2. Dennis Zachary
24 c/o Hurtik Law & Associates
25 7866 West Sahara Avenue
26 Las Vegas, Nevada 89117
27 Telephone: (702) 966-5200

28 Mr. Dennis Zachary is expected to testify concerning the following, without limitation: the repair
and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the

1 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
2 alleged in this matter.

- 3 3. Eugene Inose
4 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
5 400 South Fourth Street, 3rd Floor
6 Las Vegas, Nevada 89101
7 Telephone: (702) 791-0308

8 Mr. Eugene Inose is expected to testify concerning the following, without limitation: the repair
9 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
10 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
11 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
12 alleged in this matter.

- 13 4. Jeffrey Louie
14 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
15 400 South Fourth Street, 3rd Floor
16 Las Vegas, Nevada 89101
17 Telephone: (702) 791-0308

18 Mr. Jeffrey Louie is expected to testify concerning the following, without limitation: the repair
19 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
20 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
21 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
22 alleged in this matter.

- 23 5. Person Most Knowledgeable and/or Custodian of Records for
24 IN-LO Properties, LLC
25 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
26 400 South Fourth Street, 3rd Floor
27 Las Vegas, Nevada 89101
28 Telephone: (702) 791-0308

Person Most Knowledgeable is expected to testify concerning the following, without limitation:
the repair and rebuild of the Subject Property, Work Authorization and Contract dated August 8, 2014,
repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors
at the Subject Property, and other facts and circumstances that may arise concerning the claims and

1 defenses alleged in this matter. The Custodian of Records is expected to testify regarding the
2 authenticity of documents produced by IN-LO Properties, LLC, during the course of litigation.

- 3 6. The Person(s) Most Knowledgeable and/or Custodian of Records
4 Sunrise Service, Inc.
5 7380 Commercial Way
6 Henderson, Nevada 89011

7 The Person(s) Most Knowledgeable at Sunrise Service, Inc. is expected to testify to the facts and
8 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
9 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Sunrise Service,
10 Inc. is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied
11 for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to
12 testify regarding the authenticity of documents produced by Sunrise Service, Inc. during the course of
13 litigation.

- 14 7. The Person(s) Most Knowledgeable and/or Custodian of Records
15 Summit Tile & Stone
16 c/o FELDMAN GRAF, P.C.
17 8845 W. Flamingo Road, Suite 210
18 Las Vegas, Nevada 89147
19 Telephone: (702) 949-5096

20 The Person(s) Most Knowledgeable at Summit Tile & Stone is expected to testify to the facts
21 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
22 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Summit Tile
23 & Stone is expected to testify as pertains to any subcontracts to the scope of work and any materials
24 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
25 to testify regarding the authenticity of documents produced by Summit Tile & Stone during the course
26 of litigation.

- 27 8. The Person(s) Most Knowledgeable and/or Custodian of Records
28 Hy-Bar Windows and Doors
6210 South Annie Oakley
Las Vegas, Nevada 89120

1 The Person(s) Most Knowledgeable at Hy-Bar Windows and Doors is expected to testify to the
2 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
3 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
4 at Hy-Bar Windows and Doors is expected to testify as pertains to any subcontracts to the scope of work
5 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
6 Records is expected to testify regarding the authenticity of documents produced by Hy-Bar Windows
7 and Doors during the course of litigation.
8

- 9 9. The Person(s) Most Knowledgeable and/or Custodian of Records
10 Easy Lift Elevators
11 2326 Caserta Court
Henderson, Nevada 89074

12 The Person(s) Most Knowledgeable at Easy Lift Elevators is expected to testify to the facts and
13 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
14 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Easy Lift Elevators
15 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
16 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
17 regarding the authenticity of documents produced by Easy Lift Elevators during the course of litigation.
18

- 19 10. The Person(s) Most Knowledgeable and/or Custodian of Records
20 Eagle Sentry
21 3595 East Patrick Lane, #1200
Las Vegas, Nevada 89120

22 The Person(s) Most Knowledgeable at Eagle Sentry is expected to testify to the facts and
23 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
24 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Eagle Sentry is
25 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
26 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
27 regarding the authenticity of documents produced by Eagle Sentry during the course of litigation.
28

1 11. The Person(s) Most Knowledgeable and/or Custodian of Records
2 Desert Home Electric, Inc.
3 8625 West Sahara Avenue, #441
4 Las Vegas, Nevada 89117

5 The Person(s) Most Knowledgeable at Desert Home Electric, Inc. is expected to testify to the
6 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
7 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
8 at Desert Home Electric, Inc. is expected to testify as pertains to any subcontracts to the scope of work
9 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
10 Records is expected to testify regarding the authenticity of documents produced by Desert Home
11 Electric, Inc. during the course of litigation.

12 12. The Person(s) Most Knowledgeable and/or Custodian of Records
13 Artesia Kitchen & Bath
14 2972 South Rainbow, Suite B
15 Las Vegas, Nevada 89146

16 The Person(s) Most Knowledgeable at Artesia Kitchen & Bath is expected to testify to the facts
17 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
18 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Artesia
19 Kitchen & Bath is expected to testify as pertains to any subcontracts to the scope of work and any
20 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records
21 is expected to testify regarding the authenticity of documents produced by Artesia Kitchen & Bath
22 during the course of litigation.

23 13. The Person(s) Most Knowledgeable and/or Custodian of Records
24 Efficient Space Planning
25 6045 Harrison Drive, #4
26 Las Vegas, Nevada 89120

27 The Person(s) Most Knowledgeable at Efficient Space Planning expected to testify to the facts
28 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Efficient Space

1 Planning is expected to testify as pertains to any subcontracts to the scope of work and any materials
2 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
3 to testify regarding the authenticity of documents produced by Efficient Space Planning during the
4 course of litigation.

5 14. The Person(s) Most Knowledgeable and/or Custodian of Records
6 Diversified Protection Systems, Inc.
7 4435 Wagon Trail Avenue
8 Las Vegas, Nevada 89118

9 The Person(s) Most Knowledgeable at Diversified Protection Systems, Inc. is expected to testify
10 to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
11 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
12 at Diversified Protection Systems, Inc. is expected to testify as pertains to any subcontracts to the scope
13 of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
14 Custodian of Records is expected to testify regarding the authenticity of documents produced by
15 Diversified Protection Systems, Inc. during the course of litigation.

16 15. The Person(s) Most Knowledgeable and/or Custodian of Records
17 Custom Landau
18 P.O. Box 753476
19 Las Vegas, Nevada 89136

20 The Person(s) Most Knowledgeable at Custom Landau is expected to testify to the facts and
21 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
22 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Custom Landau is
23 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
24 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
25 regarding the authenticity of documents produced by Custom Landau during the course of litigation.

26 16. The Person(s) Most Knowledgeable and/or Custodian of Records
27 Arx Engineering
28 3413 Carolina Moon Avenue
North Las Vegas, Nevada 89081

1 The Person(s) Most Knowledgeable at Arx Engineering is expected to testify to the facts and
2 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
3 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Arx Engineering
4 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
5 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
6 regarding the authenticity of documents produced by Arx Engineering during the course of litigation.

8 17. The Person(s) Most Knowledgeable and/or Custodian of Records
9 Central Valley Insulation
10 P.O. Box 534451
Atlanta, GA 30353-4451

11 1401 Trade Drive
12 North Las Vegas, Nevada 89030

13 The Person(s) Most Knowledgeable at Central Valley Insulation is expected to testify to the facts
14 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
15 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Central Valley
16 Insulation is expected to testify as pertains to any subcontracts to the scope of work and any materials
17 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
18 to testify regarding the authenticity of documents produced by Central Valley Insulation during the
19 course of litigation.

20
21 18. The Person(s) Most Knowledgeable and/or Custodian of Records
22 Burnham Painting & Drywall Corp.
23 668 Middlegate Road
Henderson, Nevada 89011

24 The Person(s) Most Knowledgeable at Burnham Painting & Drywall Corp. is expected to testify
25 to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
26 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
27 at Burnham Painting & Drywall Corp. is expected to testify as pertains to any subcontracts to the scope
28

1 of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
2 Custodian of Records is expected to testify regarding the authenticity of documents produced by
3 Burnham Painting & Drywall Corp. during the course of litigation.

4 19. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Comfort Home Appliance
6 6672 Boulder Hwy, Suite 6
7 Las Vegas, Nevada 89122

8 The Person(s) Most Knowledgeable at Comfort Home Appliance is expected to testify to the
9 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
10 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
11 at Comfort Home Appliance is expected to testify as pertains to any subcontracts to the scope of work
12 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
13 Records is expected to testify regarding the authenticity of documents produced by Comfort Home
14 Appliance during the course of litigation.

15 20. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Diva Interior Concepts, LLC
17 10040 West Cheyenne, Suite 170-115
18 Las Vegas, Nevada 89129

19 The Person(s) Most Knowledgeable at Diva Interior Concepts, LLC is expected to testify to the
20 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
21 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
22 at Diva Interior Concepts, LLC is expected to testify as pertains to any subcontracts to the scope of work
23 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
24 Records is expected to testify regarding the authenticity of documents produced by Diva Interior
25 Concepts, LLC during the course of litigation.

26 21. The Person(s) Most Knowledgeable and/or Custodian of Records
27 Desert Lumber
28 4950 North Berg
North Las Vegas, Nevada 89081

1 The Person(s) Most Knowledgeable at Desert Lumber is expected to testify to the facts and
2 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
3 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Desert Lumber is
4 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
5 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
6 regarding the authenticity of documents produced by Desert Lumber during the course of litigation.

8 22. The Person(s) Most Knowledgeable and/or Custodian of Records
9 Firehouse Electric
6955 North Durango Ste. # 1115
10 Las Vegas, Nevada 89149

11 The Person(s) Most Knowledgeable at Firehouse Electric is expected to testify to the facts and
12 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
13 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Firehouse Electric
14 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
15 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
16 regarding the authenticity of documents produced by Firehouse Electric during the course of litigation.

18 23. The Person(s) Most Knowledgeable and/or Custodian of Records
19 Precision Plumbing
7500 West Lake Mead Blvd., Suite 9-483
20 Las Vegas, Nevada 89128

21 The Person(s) Most Knowledgeable at Precision Plumbing is expected to testify to the facts and
22 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
23 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Precision
24 Plumbing is expected to testify as pertains to any subcontracts to the scope of work and any materials
25 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
26 to testify regarding the authenticity of documents produced by Precision Plumbing during the course of
27 litigation.
28

1 24. The Person(s) Most Knowledgeable and/or Custodian of Records
2 Picture Perfect TV
3 3297 Las Vegas Blvd. North, Ste. 62
4 Las Vegas, Nevada 89121

5 The Person(s) Most Knowledgeable at Picture Perfect TV is expected to testify to the facts and
6 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
7 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Picture Perfect TV
8 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
9 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
10 regarding the authenticity of documents produced by Picture Perfect TV during the course of litigation.

11 25. The Person(s) Most Knowledgeable and/or Custodian of Records
12 West Coast Concrete, Inc.
13 3904 Raymert
14 Las Vegas, Nevada 89121

15 The Person(s) Most Knowledgeable at West Coast Concrete, Inc. is expected to testify to the
16 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
17 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
18 at West Coast Concrete, Inc. is expected to testify as pertains to any subcontracts to the scope of work
19 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
20 Records is expected to testify regarding the authenticity of documents produced by West Coast
21 Concrete, Inc. during the course of litigation.

22 26. The Person(s) Most Knowledgeable and/or Custodian of Records
23 Silver State Specialties, LLC
24 4030 Industrial Center Dr. Ste. 501
25 North Las Vegas, Nevada 89030

26 The Person(s) Most Knowledgeable at Silver State Specialties, LLC is expected to testify to the
27 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
28 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
at Silver State Specialties, LLC is expected to testify as pertains to any subcontracts to the scope of work

1 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
2 Records is expected to testify regarding the authenticity of documents produced by Silver State
3 Specialties, LLC during the course of litigation.

4 27. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Prosource of Las Vegas
6 7350 Dean Martin Drive, Suite 303
7 Las Vegas, Nevada 89139

8 The Person(s) Most Knowledgeable at Prosource of Las Vegas is expected to testify to the facts
9 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
10 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Prosource of
11 Las Vegas is expected to testify as pertains to any subcontracts to the scope of work and any materials
12 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
13 to testify regarding the authenticity of documents produced by Prosource of Las Vegas during the course
14 of litigation.

15 28. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Wilshire Refrigeration & Appliance, Inc.
17 9177 Kelvin Avenue
18 Chatsworth, California 91311

19 The Person(s) Most Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to
20 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
21 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
22 Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to testify as pertains to any
23 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
24 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
25 documents produced by Wilshire Refrigeration & Appliance, Inc. during the course of litigation.

26 Plaintiff/Counter-defendant hereby reserves the right to supplement this list of witnesses as
27 discovery is continuing. Plaintiff/Counter-defendant hereby reserves the right to rely on and/or call to
28

1 testify any and all witnesses produced and/or listed by any other party to this action at the time of trial
2 of this matter.

3 **II.**

4 **PLAINTIFFS' LIST OF DOCUMENTS**

5 Pursuant to Rule 16.1(a)(1)(B) of the Nevada Rules of Civil Procedure, Plaintiff/Counter-
6 defendant hereby disclosure and describes by category all documents, electronically stored information,
7 and/or tangible things that Plaintiff/Counter-defendant have in their possession, custody, or control and
8 may be used to support its claims and/or defenses:
9

Description	Bates Number
Artesia Kitchen & Bath, Invoice No.: 869, dated October 14, 2014	DVC000001
Artesia Kitchen & Bath, Unconditional Waiver and Release on Progress Payment, dated October 31, 2014	DVC000002
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated April 27, 2015	DVC000003
Artesia Kitchen & Bath, Labor Payment Affidavit, dated April 27, 2015	DVC000004
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000005
Creative Closets & Cabinets, Check Receipt No.: 14507	DVC000006
Email from Janelle Conrady to Rachelle Elliston, Re: Inose Residence, dated July 7, 2015	DVC000007-DVC000009
Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000010
Notice to Owner and Contractor of Right to Lien, dated October 14, 2014	DVC000011
Approved Proposal, dated September 12, 2014	DVC000012-DVC000015
Artesia Kitchen & Bath, Invoice No.: 1052, dated April 27, 2015	DVC000016
Artesia Kitchen & Bath, Out of Stock Certificate, dated April 27, 2015	DVC000017
Artesia Kitchen & Bath, Invoice No.: 1134, dated July 7, 2015, Re: Change Order	DVC000018
DVC Receipt Artesia Kitchen & Bath, dated October 16, 2014	DVC000019
Arx LLC, Unconditional Waiver and Release on Final Payment, dated October 16, 2014	DVC000020
Arx LLC, Conditional Waiver and Release on Final Payment, dated September 24, 2014	DVC000021
DVC Receipt Arx, LLC, dated October 16, 2014	DVC000022
Arx LLC, Invoice No.: 0531, dated September 24, 2014	DVC000023
Arx LLC, Invoice No.: 0535, dated October 1, 2014	DVC000024

1	Arx, LLC, Structural Engineering Memorandum, dated September 23, 2014	DVC000025-DVC000028
2	Arx, LLC, Professional Services Agreement, dated September 18, 2014	DVC000029-DVC000030
3	DVC Receipt for Burnham Painting & Drywall Corp., dated September 23, 2014	DVC000031
4	Burnham Painting & Drywall Corp. Proposal, dated September 23, 2014	DVC000032
5		
6	Burnham Painting & Drywall Corp., Unconditional Waiver and Release Upon Final Payment, dated May 22, 2015	DVC000033
7	DVC Receipt for Burnham Painting & Drywall, Final Check, dated April 22, 2015	DVC000034
8	Email Chain between Gordon Lapointe and Rachelle Elliston, Re: Payment, dated April 24, 2015	DVC000035-DVC000037
9	Letter from State Contractors Board, dated April 27, 2015	DVC000038
10	Letter from State Contractors Board, dated April 6, 2015	DVC000039
11	Consumer Complaint Form, dated March 30, 2015	DVC000040-DVC000041
12	Letter from State Contractors Board, dated March 30, 2015	DVC000042-DVC000051
13	Email Chain between Toni Burnham and Rachel Elliston, Re: Invoice 19477, dated April 3, 2015	DVC000052
14	DVC Receipt for Central Valley Insulation, dated April 16, 2015	DVC000053
15	Comfort Home Appliance, Invoice No.: 07335, dated August 25, 2015	DVC000054
16	Email from Bank of America to Diana Cerda, Re: Receipt for Comfort Home Appliance, dated September 2, 2014	DVC000055
17	West Coast Concrete, Inc., BID Proposal and Contract Agreement, dated April 23, 2015	DVC000056-DVC000057
18	Desert Home Electric, Inc., Conditional Waiver and Release upon Progress Payment, dated October 21, 2014	DVC000058
19	Desert Home Electric, Inc., Labor/Material from Stock Release	DVC000059
20	DVC Receipt for Custom Landau, June 8, 2015	DVC000060
21	Custom Landau, Approved Invoice 5799, dated April 8, 2015	DVC000061
22	Custom Landau, Invoice 5179, dated February 25, 2015	DVC000062
23	Custom Landau, Paid Out of Stock Material Certificated, dated April 8, 2015	DVC000063
24	Custom Landau, Conditional Waiver and Release Upon Final Payment, dated April 8, 2015	DVC000064
25	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000065
26	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000066
27	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000067
28	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000068
	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 11, 2014	DVC000069
	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000070
	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000071
	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000072

1	Crescent Electric Supply Company, Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000073
2	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000074
3	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000075
4	Desert Home Electric, Inc., Invoice No.: 14119, dated December 16, 2014	DVC000076
5	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 16, 2014	DVC000077
6	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 16, 2014	DVC000078
7	Desert Home Electric, Inc., Approved Quote and Purchase Order Request, dated December 3, 2014	DVC000079
8	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000080
9	Desert Home Electric, Inc., Letter Re: Phase 1 – Scope of Work for Wire Certification, dated September 24, 2014	DVC000081
10	Desert Home Electric, Inc., Invoice No.: 13957, dated October 21, 2014	DVC000082
11	Desert Home Electric, Inc., Labor/Material Stock Release, dated October 21, 2014	DVC000083
12	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000084
13	Desert Home Electric, Inc., Invoice No.: 14079 dated December 5, 2014	DVC000085
14	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 5, 2014	DVC000086
15	Desert Home Electric, Inc., Breakdown – Master Form, dated December 24, 2014	DVC000087
16	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated January 23, 2015	DVC000088
17	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000089
18	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000090
19	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000091
20	DVC Receipt for Desert Home Electric, Inc., dated July 24, 2015	DVC000092
21	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000093
22	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000094
23	DVC Check History for Desert Home Electric, Inc., dated February 18, 2015	DVC000095
24	Desert Home Electric, Inc., Invoice No.: 14616 dated May 26, 2015	DVC000096
25	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000097
26	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000098
27	Desert Home Electric, Inc., Invoice No.: 14079, dated December 5, 2014	DVC000099

1	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated December 5, 2014	DVC000100
2	Desert Home Electric, Inc., Invoice No., 14103, dated December 11, 2014	DVC000101
3	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 11, 2014	DVC000102
4	DVC Check History for Desert Home Electric, Inc., dated March 18, 2015	DVC000103
5	Desert Home Electric, Inc., Quote No.: 51216B, dated June 12, 2015	DVC000104
6	Desert Home Electric, Inc., Quote No.: 51216C, dated June 12, 2015	DVC000105
7	Desert Home Electric, Inc., Approved Quote, dated August 12, 2015	DVC000106
8	City of Henderson, Subcontractor Registration for Desert Home Electric, Inc.	DVC000107
9	DVC's Subcontract with Desert Home Electric, Inc.	DVC000108-DVC000113
10	Desert Home Electric, Inc., Put House Back Together – High Voltage, dated November 18, 2014	DVC000114-DVC000115
11	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000116
12	Desert Home Electric, Inc., Dielectric Test, dated October 21, 2014	DVC000117-DVC000119
13	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000120
14	Notice of Right to Lien (Private Work), Crescent Electric Supply Co. Inc.	DVC000121-DVC000122
15	Email chain between Steve Raleigh and Diana Cerda, dated October 20, 2014	DVC000123
16	Notice of Right to Lien and Request for Receipt of Notice of Completion, Desert Lumber, dated September 19, 2014	DVC000124
17	DVC Receipt for Desert Lumber, dated January 30, 2015	DVC000125
18	Desert Lumber, Invoice No. 612380, dated December 3, 2014	DVC000126
19	Desert Lumber, Invoice No. 613425, dated December 18, 2014	DVC000127
20	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated July 17, 2015	DVC000128
21	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213613, dated July 1, 2015	DVC000129
22	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213864, dated July 1, 2015	DVC000130
23	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated January 1, 2015	DVC000131
24	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209189, dated December 31, 2014	DVC000132
25	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated February 12, 2015	DVC000133
26	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209739, dated January 31, 2015	DVC000134
27	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated March 16, 2015	DVC000135
28	Las Vegas Toilet Rentals, Inc., Invoice No.: A-210302 dated February 28, 2015	DVC000136
	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000137
	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000138

1	Diva Interior Concepts, LLC, Estimate No.: 1132, dated March 11, 2015	DVC000139
2	Diva Interior Concepts, LLC, Estimate No.: 1133, dated March 16, 2015	DVC000140
3	DVC Letter to Diva Interior Concepts, LLC, dated October 31, 2014, not signed	DVC000141
4	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment	DVC000142
5	DVC's Subcontract with Diva Interior Concepts, LLC	DVC000143-DVC000146
6	DVC Receipt for Diva Interior Concepts, LLC, dated April 20, 2015	DVC000147
7	DVC Receipt for Diva Interior Concepts, LLC, dated October 31, 2014	DVC000148
8	Diva Interior Concepts, LLC, Proposal, dated September 10, 2014	DVC000149-DVC000150
9	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment, Signed	DVC000151
10	Diva Interior Concepts, LLC, Estimate No.: 1137, dated April 14, 2015	DVC000152
11	DVC Receipt for Diva Interior Concepts, LLC, dated May 1, 2014	DVC000153
12	Diva Interior Concepts, LLC, Invoice No.: 451, dated April 24, 2015	DVC000154; DVC000159; DVC000160
13	Diva Interior Concepts, LLC, Invoice No.: 450, dated April 21, 2015	DVC000155-DVC000156
14	Diva Interior Concepts, LLC, Estimate No.: 1136, dated April 13, 2015	DVC000157
15	DVC Receipt for Diva Interior Concepts, LLC, dated May 8, 2015	DVC000159
16	DVC Receipt for Diva Interior Concepts, LLC, dated July 9, 2015	DVC000161
17	Diva Interior Concepts, LLC, Invoice No.: 417, dated January 5, 2015	DVC000162; DVC000163
18	Diva Interior Concepts, LLC, Invoice 485, dated July 6, 2015	DVC000164
19	Diva Interior Concepts, LLC, Statement, dated June 15, 2015	DVC000165
20	DVC Receipt for Diva Interior Concepts, LLC, dated July 17, 2015	DVC000166
21	Diva Interior Concepts, LLC, Statement, dated July 15, 2015	DVC000167
22	DVC Receipt for Diversified Protection Systems, Inc., dated May 13, 2015	DVC000168
23	Diversified Protection Systems, Inc., Invoice No.: 104476, dated September 25, 2014	DVC000169; DVC000170
24	Diversified Protection Systems, Inc., Estimate No.: 3666, dated September 25, 2014	DVC000171
25	Email chain between Diana Cerda and Diversified Protection Systems, Inc., Re: Inose -587 St Croix, dated November 11, 2014	DVC000172-DVC000173
26	DVC's Subcontract with Diversified Protection Systems, Inc., dated October 21, 2014	DVC000174-DVC000184
27	Email chain between Roy Heaton and Diana Cerda, Re: Inose Request (Change Orders), dated January 8, 2015	DVC000185
28	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000186-DVC000199
	Eagle Sentry, Proposal 8076-00, dated December 17, 2014	DVC000200-DVC000201
	Eagle Sentry, Proposal 8076-00 Change Order 5, dated January 5, 2015	DVC000202

1	Eagle Sentry, Proposal 8076-00 Change Order 2, dated November 13, 2014	DVC000203
2	Eagle Sentry, Proposal 8076-00 Change Order 1, dated October 16, 2014	DVC000204-DVC000206
3	Eagle Sentry, Proposal 8076-00 Change Order 7, dated July 28, 2015	DVC000207
4	Eagle Sentry, Proposal 8076-00 Change Order 8, dated July 28, 2015	DVC000208
5	Eagle Sentry, Proposal 8076-00, dated August 27, 2014	DVC000209-DVC000212
6	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000213-DVC000214
7	DVC's Subcontract with Eagle Sentry, dated October 3, 2014	DVC000215-DVC000225
8	DVC Receipt for Eagle Sentry, dated November 19, 2014	DVC000226
9	Eagle Sentry Material Release, Invoice 159141, dated November 25, 2014	DVC000227
10	DVC Receipt for Eazylift Elevators, dated July 2, 2015	DVC000228;
11	Eazylift Elevators, Labor Payment Affidavit, dated June 1, 2015	DVC000229
12	Eazylift Elevators, Out of Stock Material Certification, dated June 1, 2015	DVC000230
13	Eazylift Elevators, Invoice No.: INV-162940, dated June 8, 2015	DVC000231
14	Efficient Space Planning, Change Order 1, dated April 29, 2015	DVC000232
15	Efficient Space Planning, Invoice No.: 112514, dated August 28, 2014	DVC000233
16	Efficient Space Planning Drawings	DVC000234-DVC000236
17	DVC Receipt for Efficient Space Planning, dated November 19, 2014	DVC000237
18	Efficient Space Planning Material Suppliers	DVC000238
19	Firehouse Electric, Invoice No.: 1606, dated September 10, 2014	DVC000239
20	HY-Bar, Change Order, dated December 18, 2014	DVC000240
21	HY-Bar, Proposal, dated November 5, 2014	DVC000241-DVC000242
22	HY-Bar, Change Order, dated January 5, 2015	DVC000243
23	HY-Bar, Proposal, dated August 28, 2014	DVC000244-DVC000249
24	DVC Receipt for HY-Bar, dated March 17, 2015	DVC000250; DVC000254
25	HY-Bar, Proposal, Invoice No.: 5978, dated February 25, 2015	DVC000251
26	HY-Bar, Materials from Paid Stock, dated March 3, 2015	DVC000252; DVC000255
27	HY-Bar, Conditional Waiver and Release Upon Progress Payment, dated March 3, 2015	DVC000253
28	DVC Receipt for HY-Bar, dated March 26, 2015	DVC000256
29	HY-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000257
30	Hy-Bar, Conditional Waiver and Release Upon Progress Payment, dated April 17, 2015	DVC000258
31	Hy-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000259
32	DVC Receipt for Hy-Bar, dated April 16, 2015	DVC000260
33	Hy-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000261
34	Hy-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000262
35	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000263
36	Hy-Bar, Invoice No.: 6328, dated April 1, 2015	DVC000264
37	Hy-Bar, Job No.: 106404, dated August 8, 2014	DVC000265
38	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000266
39	HY-Bar, Change Order, dated April 22, 2015	DVC000267
40	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000268
41	HY-Bar, Change Order, dated April 22, 2015	DVC000269

1	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000270
2	Unknown Invoice, dated November 17, 2014	DVC000271
3	HY-Bar, Materials from Stock Paid, dated November 25, 2014	DVC000272; DVC000273; DVC000275
4	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000274
5	HY-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000276
6	HY-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000277
7	HY-Bar, Invoice 5977, dated February 25, 2015	DVC000278
8	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000279
9	DVC Receipt for Hy-Bar, dated August 7, 2015	DVC000280
10	DVC Receipt for Hy-Bar, dated November 19, 2015	DVC000281; DVC000282
11	Macrotec Consulting, LLC, Microbial Investigation Report	DVC000283-DVC000305
12	Efficient Space Planning, Invoice No. 2081, dated November 24, 2014	DVC000306
13	Efficient Space Planning, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000307
14	Efficient Space Planning Material Supplies	DVC000308
15	DVC's Subcontract with Efficient Space Planning	DVC000309-DVC000319
16	Eagle Sentry, Service Invoice No.: 159141, dated October 21, 2014	DVC000320
17	Eagle Sentry, Materials Release, dated November 25, 2014	DVC000321
18	Eagle Sentry, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000322
19	Summit Tile & Stone, Invoice No.: 1314, dated July 28, 2015	DVC000323
20	Summit Tile & Stone, Approved Proposal, dated April 29, 2015	DVC000324-DVC000326
21	DVC Receipt for Perfect Picture TV Repair, dated August 18, 2014	DVC000327
22	Perfect Picture TV Repair, Lead Tech Worksheet, dated August 18, 2014	DVC000328
23	Perfect Picture TV Repair, Invoice, dated August 18, 2014	DVC000329-DVC000340
24	Precision Plumbing, Invoice No.: 39739, dated August 4, 2014	DVC000341
25	DVC A/R History Report, dated August 8, 2015	DVC000342
26	DVC Receipt for PS of Las Vegas, LLC, dated July 2, 2015	DVC000343
27	ProSource of Las Vegas, Estimate, dated May 14, 2015	DVC000344
28	Silver State Insulation, Proposal No.: I3854, dated August 15, 2014	DVC000345
29	Email from Dustin Dreier to Diana Cerda, Re: Proposal, dated August 25, 2014	DVC000346
30	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000347
31	Sunrise Service, Inc., Invoice No.: A142549, dated September 26, 2014	DVC000348
32	Sunrise Service, Inc., Invoice No.: A142541, dated September 23, 2014	DVC000349
33	Sunrise Service, Inc., Invoice No.: A142545, dated September 24, 2014	DVC000350
34	Sunrise Mechanical, Inc., Proposal, dated August 21, 2014	DVC000351
35	Letter from Sunrise Mechanical, Inc., dated November 25, 2014	DVC000352
36	City of Henderson, Sunrise Mechanical, Inc.	DVC000353
37	City of Henderson, Sunrise Services, Inc.	DVC000354
38	DVC's Subcontract with Sunrise Service, Inc.	DVC000355-DVC000365

1	Sunrise Service, Inc., Billed Jobs and Estimates	DVC000366-DVC000374; DVC000376-DVC000378
2	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000375
3	DVC's Subcontract with Eazylift Elevators	DVC000379-DVC000387
4	DVC's Subcontract with Hy-Bar Windows and Doors	DVC000388-DVC000396
5	DVC's Subcontract with Summit Tile & Stone, LLC	DVC000397-DVC000407
6	Email from Daniel Merrit to Rachelle Elliston and Tina Dyba, Re: Countertops, dated May 13, 2015	DVC000408
7	Silver State Specialties, LLC, Proposal, dated July 22, 2015	DVC000409
8	West Coast Concrete, Inc., Bid Proposal and Contract, dated March 25, 2015	DVC000410
9	West Coast Concrete, Inc., Conditional Waiver and Release Upon Progress Payment, dated August 27, 2015	DVC000411
10	Wilshire Refrigeration & Appliance, Inc., Invoice No.: 135135, dated September 26, 2014	DVC000412-DVC000416
11	DVC Work Order Report, 2014-10-22-1809	DVC000417-DVC000484
12	DVC Inose Construction Schedule	DVC000485-DVC000486
13	Email from Daniel Merritt to Rachel Elliston and Diana Cerda, Re: Follow Up, dated December 4, 2014	DVC000487
14	ServePro File	DVC000488-DVC000490
15	Notice of Right to Lien	DVC000491-DVC000492
16	Fed Receipt	DVC000493
17	DVC Receipt, dated December 15, 2014	DVC000494
18	DVC Receipt for Perfect Picture TV Repair	DVC000495
19	Letter from SCA Design, LLC	DVC000496
20	City of Henderson, Request for Copies of Copyrighted Records, dated September 16, 2014	DVC00497
21	DVC Work Order Report, ROB'S-NEW	DVC000499-DVC000500
22	DVC Receipt for City of Henderson, dated September 26, 2014	DVC000501
23	DVC Work Order Report, INOSE-ROBSUPP	DVC000502-DVC000507
24	City of Henderson, Residential Building Incident Repair Permit	DVC000508-DVC000515
25	City of Henderson, Permit Inspection History	DVC000516-DVC000518
26	City of Henderson, Building and Fire Safety	DVC000519-DVC000521
27	City of Henderson, Permit	DVC000522
28	DVC Employment Payroll and Timesheets for Robert Ramirez	DVC000523-DVC000572
	DVC A/P Check History, dated October 29, 2014	DVC000573
	DVC Receipts on Account, dated September 11, 2014	DVC000574
	DVC Invoice No.: 63718, dated October 4, 2015	DVC000575
	Check from IN-LO Properties, LLC, dated September 10, 2015	DVC000576
	DVC Receipts on Account, dated July 8, 2015	DVC000577
	DVC Invoice No.: 63444, dated October 16, 2015	DVC000578-DVC000579
	DVC A/R Check History, dated March 18, 2015	DVC000580
	DVC Invoice No.: 63066, dated November 7, 2014	DVC000581
	DVC Invoice No.: 63067, dated October 8, 2014	DVC000582
	Check from IN-LO Properties, LLC, dated October 22, 2014	DVC000583
	DVC Receipts on Account, dated March 17, 2015	DVC000584
	DVC Invoice No.: 63255, dated January 22, 2015	DVC000585

1	DVC Receipts on Account, dated January 20, 2015	DVC000586
	DVC Invoice No.: 63255, dated January 8, 2015	DVC000587
2	DVC Receipts on Account, dated September 25, 2014	DVC000588
	Check from IN-LO Properties, LLC, dated September 24, 2014	DVC000589
3	DVC Invoice No.: 63039, dated September 24, 2014	DVC000590
	Preliminary Notice, dated May 21, 2015	DVC000591
4	DVC Employee Payroll Report	DVC000592
	Letter from DVC to Unknown, dated October 14, 2015	DVC000593-DVC000594
5	DVC Invoice No.: 63052, dated October 2, 2014	DVC000595
6	DVC Work Order Report, INOSE-FULL-BID3	DVC000596-DVC000673
	Email from Brian Lynch to Diana Cerda, dated September 5, 2014	DVC000674-DVC000675
7	Email from Diana Cerda to Brian Lynch, dated August 20, 2014	DVC000676
8	Email from Daniel Merritt and Nelida Morey, Re: Additional Help with Inose, dated August 15, 2014	DVC000677
9	Email from Diana Cerda to Daniel Merritt, Re: Inose – Claim # 00514151370, dated October 2, 2014	DVC000678
10	Email from Daniel Merritt to Diana Cerda, Re: Site Inspection, dated September 16, 2014	DVC000679
11	Email chain between Robert Ramirez and Tina Dyba, Re: Hit List, dated May 12, 2015	DVC000680-DVC000683
12	Email from Tina Dyba to Daniel Merritt, Re: Slab Selection, dated June 4, 2015	DVC000684
13		DVC000685-706
14	Job Update for Inose Project 9.18.2014	DVC000707-DVC000709
15	Job Update for Inose Project 9.19.2014 with subcontractor Matrix	DVC000709-DVC000713
	Job Update for Inose Project 9.22.2014 with subcontractor Matrix	DVC000714-DVC000719
16	Job Update for Inose Project 9.26.2014 with subcontractor Matrix	DVC000720-DVC000728
	Job Update for Inose Project 10.30.2014 with subcontractor Matrix	DVC000729-DVC000738
17	Job Update for Inose Project 10.01.2014	DVC000739- DVC000747
18	Job Update for Inose Project 10.02.2014	DVC000748- DVC000756
	Job Update for Inose Project 10.03.2014	DVC000757- DVC000766
19	Job Update for Inose Project 10.06.2014	DVC000767- DVC000777
	Job Update for Inose Project 10.08.2014	DVC000778- DVC000789
20	Job Update for Inose Project 10.14.2014	DVC000790- DVC000803
	Job Update for Inose Project 10.15.2014	DVC000804- DVC000817
21	Email from Daniel Merritt to Diana Cerda regarding forwarding updates to Brian Lynch	DVC000818- DVC000819
22	Job Update for Inose Project 10.16.2014	DVC000820- DVC000834
23	Job Update for Inose Project 10.20.2014	DVC000835- DVC000852
	Job Update for Inose Project 10.21.2014	DVC000853- DVC000869
24	Job Update for Inose Project 10.22.2014	DVC000870- DVC000886
	Job Update for Inose Project 10.27.2014	DVC000887- DVC000888
25	Job Update for Inose Project 10.30.2014	DVC000889- DVC000890
26	Job Update for Inose Project 11.06.2014	DVC000891- DVC000892
	Job Update for Inose Project 11.05.2014	DVC000893- DVC000894
27	Inose Residence Action Item Schedule 11.07.2014	DVC000895- DVC000900
28	Job Update for Inose Project 11.07.2014	DVC000901- DVC000902

1	Job Update for Inose Project 11.11.2014	DVC000903- DVC000904
2	Email to Robert Ramirez from Will Roberts regarding Action Item List.	DVC000905
3	Inose Residence Action Item Schedule 11.12.2014	DVC000906- DVC000913
4	Job Update for Inose Project 11.17.2014	DVC000914- DVC000915
5	Inose Residence Action Item Schedule 11.18.2014	DVC000916- DVC000926
6	Inose Residence Action Item Schedule 11.18.2014 with Job Update for 11.18.2014	DVC000927- DVC000939
7	Job Update for Inose Project 11.19.2014	DVC000940- DVC000941
8	Job Update for Inose Project 11.21.2014	DVC000942- DVC000943
9	Job Update for Inose Project 11. 25.2014	DVC000944- DVC000945
10	Job Update for Inose Project 12.01.2014	DVC000946- DVC000947
11	Inose Residence-Action Item Schedule 12.01.2014	DVC000948- DVC000957
12	Job Update for Inose Project 12.03.2014	DVC000958- DVC000959
13	Job Update for Inose Project 12.03.2014	DVC000960- DVC000961
14	Job Update for Inose Project 12.04.2014	DVC000962- DVC000963
15	Job Update for Inose Project 12.05.2014	DVC000964- DVC000965
16	Job Update for Inose Project 12.10.2014	DVC000966- DVC000967
17	Job Update for Inose Project 12.11.2014	DVC000968- DVC000969
18	Email From Mass Tile to DVC with Invoice 9.17.2014	DVC000970- DVC000971
19	Email from Luz Cruz of Republic Glass to DVC with waiver attached 11.10.2015	DVC000972- DVC000973
20	Email from Walker & Zanger, Inc to DVC regarding W-9 and business license with attachments 1.27.2015	DVC000974- DVC000978
21	Email Chain from Walker & Zanger, Inc. to DVC regarding glass samples. 9.21.2015	DVC000979- DVC000982
22	Email Chain between DVC and DSPI, Inc. with estimate attached. 09.19.2015	DVC000983- DVC000986
23	Fax From DVC to DSPI with contract documents	DVC000987- DVC001004
24	Facsimile from Wilshire Refrigeration and Appliance, regarding 9.26.2015 service report on condition of appliances.	DVC001005- DVC001007
25	Email from Lee's Heating and Cooling to DVC regarding refrigeration in Wine Cellar with estimate. 12.23.2014	DVC001008- DVC001010
26	Email from Will Robert to Daniel Merritt regarding cost of Refrigeration Unit with attachment 12.23.2014	DVC001011- DVC001014
27	Follow-up email from Will Robert to Daniel Merritt regarding Cost of Wine Cellar refrigeration 12.29.2014	DVC001015- DVC001018
28	Email from High Desert Landscaping with estimate 12.29.2014	DVC001019- DVC001020
	Email Chain between Silver State Specialists and DVC regarding Mirror Installation 9.11.2015	DVC001021- DVC001023
	Email from Silver State Specialists to DVC regarding fireplace service with attachment	DVC001024- DVC001025
	Email from DVC to John Machin with invoice from Firehouse Electric 5.25.2015	DVC001026- DVC001027
	Email DVC regarding Desert Oasis Pool 7.22.2015	DVC001028

1	Email Chain regarding Paint Samples from Sherwin-Williams 03.05.2015	DVC001029- DVC001030
2	Email from Sherwin-Williams regarding paint order 3.25.2015	DVC001031- DVC001033
3	Email from Custom Landau regarding proposal for glass rail with attachment 2.25.2015	DVC001034- DVC001035
4	Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015	DVC001036- DVC001037
5	Email from West Coast Concrete with Bid attached 02.18.2015	DVC001038-DVC001042
6	Email from West Coast Concrete to DVC regarding bid 2.26.2015	DVC001043-DVC001048
7	Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015	DVC001049-DVC001050
8	Email from Sunrise Service to DVC with proposal for Inose residence attached 09.18.2014	DVC001051-DVC001056
9	Email from DVC with contract documents sent to Sunrise Service Inc. 10.23.2014	DVC001057-DVC001070
10	Email Chain between DVC and Sunrise Services regarding approval to close up walls. 12.22.2014	DVC001071-DVC001072
11	Email from Will Roberts to Daniel Merritt regarding plumbing extras 12.24.2014	DVC001073-DVC001074
12	Email from Sunrise Service to DVC regarding Plumbing Fixture. 2.03.2015	DVC001075-DVC001076
13	Email from Sunrise Services to DVC regarding change in scope of work with attachment 10.08.2015	DVC001077-DVC001078
14	Email from Sunrise Services to DVC regarding payment for 10.08.2015 proposal 10.13.2015	DVC001079-DVC001080
15	Email from Eagle Sentry to DVC regarding Contract Documents 10.09.2014	DVC001081-DVC001099
16	Email from Eagle Sentry to DVC regarding attached invoice, and business license. 11.25.2014	DVC001100-DVC001105
17	Email from DVC to Eagle Sentry regarding Approval of proposal 11.25.2014	DVC001106-DVC001115
18	Email from Eagle Sentry to DVC regarding installing TV's 09.10.2015	DVC001116
19	Email from Eagle Sentry to DVC regarding Change Orders 10.21.2015	DVC001117-DVC001121
20	Emails from Daniel Merritt to Diana Cerda regarding Electrical Plans and DHE. 09.16.2014	DVC001122-DVC001127
21	Email from DVC to Desert Home Electric (DHE) regarding approved Proposal 10.09.2014	DVC001128-DVC001129
22	Email from DVC to DHE regarding Change Order 10.16.2014	DVC001130
23	Email from DVC to Robert Ramirez regarding Low Voltage testing completion 12.11.2014	DVC001131-1132
24	Email from DVC to DHE regarding Electrical for Wine Cellar 12.30.2014	DVC001133-DVC001139
25		
26		
27		
28		

1	Email Chain between DHE and DVC regarding payment 1.23.2015	DVC001140-DVC001141
2	Email Chain between DHE and DVC regarding payment, with attachments 2.12.2015	DVC001142-DVC001143
3	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001144-DVC001149
4	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001150-DVC001154
5	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001155-DVC001160
6	Email from DVC to DHE regarding payment for Change Order, with attachment 7.09.2015	DVC001161-DVC001162
7	Email Change from DHE to DVC regarding Job Site Meeting 07.17.2015	DVC001163
8	Email Chain between DHE and DVC regarding Change Order requested by Rob. 10.06.2015	DVC001164
9	Email Chain between DHE and DVC with attachment regarding Change Order requested by Rob. 10.06.2015	DVC001165-1167
10	Email Chain between DHC and DVC regarding Change Orders and payment 10.20.2015	DVC001168-DVC001172
11	Email from DHE to DVC regarding Three Purchase Order requests 10.13.2015.	DVC001173-DVC001178
12	Email from DHE to DVC regarding Open Change Orders 10.21.2015	DVC001179-DVC001190
13	Email from DHE to DVC regarding payment with Change Orders attached 11.04.2015	DVC001191-DVC001203
14	Email from Robert Ramirez to DVC regarding Elevator repairs with invoice attached. 10.05.2015	DVC001204-DVC1207
15	Email from Hybar to DVC regarding Inose Change Order 4.22.2015	DVC001208-DVC001209
16	Email from Hybar to DVC regarding Invoice for Change Order 5.06.2015	DVC001210-DVC001211
17	Email from Hybar to DVC regarding signed Change Order 7.09.2015	DVC001212-DVC001213
18	Email from Eugene Inose to DVC regarding Driveway repair 3.27.2015	DVC001214
19	Email from Eugene Inose to DVC regarding damages and invoice 5.04.2015	DVC001215-DVC001217
20	Email follow up regarding damages and invoice 5.04.2015	DVC001218-DVC001219
21	Email chain between DVC and Eugene Inose regarding material order 05.04.2015	DVC001220-DVC001221
22	Email from Eugene Inose to DVC regarding update from DCV re Atresia Cabinets, ESP Planning, and Tuscany 05.07.2015	DVC001222-DVC001224
23	Email from Eugene Inose to Robert Ramirez regarding perceived issues 05.09.2015	DVC001225-DVC001226
24	Email from Eugene Inose to DVC; Tina Dyba regarding slab selection 7.29.2015	DVC001227-DVC001228

1	Email from Eugene Inose to DVC; Summerlin tile and stone regarding slab placement with attachment 7.29.2015	DVC001229-DVC001237
2	Email from Eugene Inose to Summerlin Tile and Stone; DVC; and Tina Dyba regarding slabs. 7.30.2015	DVC001238-DVC001240
3	Email Chain between Eugene Inose and DVC items to be completed 09.03.2015	DVC001241-DVC001243
4	Email from Eugene Inose to Desert Home Electric Punchlist items 09.10.2015	DVC001244
5	Email from Eugene Inose to DVC regarding damaged faucet. 10.09.2015	DVC001245
6	Email from Eugene Inose to DVC regarding Electric Steamer 10.09.2015	DVC001246
7	Email from Eugene Inose to DVC regarding faucet quote, Electric Steamer and Microwave. 10.12.2015	DVC001247-DVC001249
8	Email change between DVC and Eugene Inose regarding status of project 10.13.2015	DVC001250-DVC001252
9	Email Chain between DVC and Eugene Inose regarding outstanding contracts 10.13.2015	DVC001253-DVC001254
10	Email from Eugene Inose to DVC regarding appliances 10.14.2015	DVC001255
11	Email from Daniel Merritt to DVC; Rob Ramirez, regarding 12.11.2015 correspondence with Eugene Inose. 12.12.2014	DVC001256-DVC01258
12	Email From Daniel Merritt to Diane Cerda regarding chandeliers with photo attached. 12.17.2014	DVC001259-DVC1261
13	Email from Daniel Merritt to Brian Lynch regarding voltage testing and extension for Rob Ramirez 12.18.2014	DVC001262-DVC001263
14	Email from Daniel Merritt to DVC regarding invoice corrections 01.15.2015	DVC001264
15	Email from Daniel Merritt to DVC regarding change in Project Manager 02.10.2015	DVC001265
16	Email from Daniel Merritt to Eugene Inose regarding driveway repair. 03.27.2015	DVC001266-DVC001267
17	Email from Daniel Merritt to Eugene Inose regarding follow-up to driveway repair. 03.27.2015	DVC001268-DVC001269
18	Email from Daniel Merritt to Robert Ramirez regarding flooring 05.06.2015	DVC001270
19	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
20	Email from Daniel Merritt to Dennis Zachary regarding follow-up of to do items. 05.15.2015	DVC001272
21	Email from Daniel Merritt to Rachelle Elliston regarding to do's at Inose project. 07.14.2015	DVC001273
22	Email from Daniel Merritt to Eugene Inose regarding grout 07.16.2016	DVC001274-DVC001276
23	Email from Daniel Merritt to various subcontractors regarding Job Site meeting 7.16.2015	DVC001277

1	Email from Daniel Merritt to Eugene Inose regarding change orders, upgrades, limits of insurance, with attachments. 08.25.2015	DVC001278-DVC001289
2	Chain email between Daniel Merritt; Eagle Sentry; Robert Ramirez, regarding change orders. 10.05.2015	DVC001291-DVC001295
3	Email from Daniel Merritt to Rachelle Eliston regarding wallpaper. 10.13.2015	DVC001296
4	Email from Daniel Merritt to Dennis Zachary regarding unpaid upgrades and opinion of future of project. 10.13.2015	DVC001297-DVC001299
5	Email from Daniel Merritt to Rob Ramirez; Eugene Inose and various subcontractors. 10.13.2015	DVC001300-DVC001302
6	Email from Diana Cerda to Various Subcontractors regarding Document requests 10.20.2014	DVC001303-DVC001304
7	Email from Will Robert to Robert Ramirez; DVC regarding light switches. 11.17.2014	DVC001305-DVC001318
8	Email from Will Robert to Robert Ramirez; DVC regarding action items 11.18.2014	DVC001319
9	Email chain between DVC and Robert Ramirez regarding damage caused by Sunrise 11.20.2014	DVC001320-DVC001322
10	Email from Will Robert to DVC regarding Light Fixtures 12.01.2014	DVC001323-DVC001325
11	Email from Will Robert to Rob Ramirez; DVC regarding Insulation and low voltage testing. 12.12.2014	DVC001326
12	Email from Will Robert to Robert Ramirez regarding Bathroom Policy 12.18.2014	DVC001327-DVC001329
13	Email from Will Robert to Jill Weiner; DVC regarding status of Inose residence. 12.18.2014	DVC001330
14	Home Depot Email Confirmation 7.29.2015	DVC001331-DVC001333
15	Email from Rachelle Elliston to self re job notes 08.26.2015	DVC001334
16	Email from Robert Ramirez to DVC regarding updates 9.19.2014	DVC001335
17	Email from Robert Ramirez to DVC regarding Inose update 9.22.2014	DVC001336
18	Email from Robert Ramirez to DVC regarding checks 10.02.2014	DVC001337
19	Email from Robert Ramirez to DVC regarding Inose Update 10.10.2014	DVC001338
20	Email from Robert Ramirez to DVC regarding DVC Application 10.21.2014	DVC001339-DVC001343
21	Email from Robert Ramirez to DVC regarding corrected time cards. 10.22.2014	DVC001344-DVC001354
22	Email from Robert Ramirez to DVC regarding hours. 10.23.2014	DVC001355-DVC001356
23	Email to Robert Ramirez to DVC regarding time card issues 10.29.2014.	DVC001357-DVC001370
24	Email from Robert Ramirez to DVC regarding signed subcontractor agreements. 11.05.2014	DVC001371-DVC001372
25	Email to Robert Ramirez to DVC regarding subcontracts 11.23.2014	DVC001373

1	Email from Robert Ramirez to DVC regarding Plumbing Fixture 01.26.2015	DVC001374-DVC001375
2	Email from Robert Ramirez to DVC regarding timesheets 3.04.2015	DVC001376-DVC001377
3	Email from Robert Ramirez to DVC regarding timesheets 2.26.2015	DVC001378-DVC001379
4	Email from Robert Ramirez to DVC regarding On-Site Meeting 03.05.2015	DVC001380
5	Email from Robert Ramirez to DVC regarding timesheets 3.19.2015	DVC001381-DVC001382
6	Email from Robert Ramirez to DVC regarding Paint selection 03.27.2015	DVC001383
7	Email from Robert Ramirez to DVC regarding Specifications for Electric Mirrors 04.21.2015	DVC001384-DVC001386
8	Email Chain between Robert Ramirez; DVC; Tina Dyba regarding insurance and mirror bathrooms. 04.29.2015	DVC001387-DVC001393
9	Email from Robert Ramirez to Tina Dyba regarding mirror measurements 4.29.2015	DVC001394-DVC001396
10	Email from Robert Ramirez to Tina Dyba; DVC regarding painters. 05.05.2015	DVC001397
11	Email from Robert Ramirez to DVC re Flooring Encounters estimate 05.06.2015	DVC001398-DVC001399
12	Email from Robert Ramirez to DVC re Time Card 05.13.2015	DVC001400-DVC001401
13	Email Chain between Robert Ramirez; DVC; Tina Dyba regarding gym colors. 05.19.2015	DVC001402-DVC001403
14	Email from Robert Ramirez to DVC re Time Card 05.28.2015	DVC001404-DVC001405
15	Email Chain between Eugene Inose; DVC; Robert Ramirez regarding elevator and other items at Inose Residence 09.03.2015	DVC001406-DVC001407
16	Email from Robert Ramirez to DVC; Eugene Inose regarding remaining to do's at Inose Residence 10.09.2015	DVC001408-DVC001410
17	Email from Diana DVC; Michael Darling re LWG Consulting 9.22.2014	DVC001411
18	Email from Diana Cerda to John Machin of JS Held regarding Inose Bids. 9.26.2014	DVC001412-DVC001439
19	Email from Diana Cerda to Brian Lynch; John Machin; and Robert Ramirez regarding Invoice. 10.02.2014	DVC001440-DVC001441
20	Email Chain between Diana Cerda; Nick Jannetto; Brian Lynch; regarding revised proposal 10.30.2014	DVC001442-DVC001444
21	Email from Diana Cerda; DVC; Nick Jannetto; Brian Lynch; regarding revising bids 11.11.2014	DVC001445-DVC001447
22	Email from Will Robert to Nick Jannetto regarding review of Bids. 11.17.2014	DVC001448-DVC001449
23	Email from Diana Cerda to Nick Jannetto regarding Sunrise 11.25.2014	DVC001450-DVC001452
24	Email from Diana Cerda to Brian Lynch regarding Sunrise with correspondence 11.25.2014	DVC001453-DVC001455

1	Email from Diana Cerda to Brian Lynch regarding revised bids. 11.25.2014	DVC001456-DVC001457
2	Email from Daniel Merritt to John Machin; Brian Lynch regarding salary for Robert Ramirez with attachment 11.25.2014	DVC001457-DVC001465
3	Email from Daniel Merritt to John Machin; Brian Lynch regarding supplement for Robert Ramirez. 11.25.2014	DVC001466-DVC001467
4	Email from Diana Cerda to Nick Jannetto; Brian Lynch; DVC regarding Chandeliers. 12.01.2014	DVC001468-DVC001473
5	Email Chain between DVC; Brian Lynch; regarding supplemental time for Robert Ramirez with invoice.	DVC001474-DVC001477
6	Email from Daniel Merritt to Brian Lynch; John Machin; regarding Final Bid 01.12.2015	DVC001478-DVC001556
7	Email from John Machin to Daniel Merritt regarding bid. 01.19.2015	DVC001557-DVC001559
8	Email from Diana Cerda to Rachelle Eliston regarding site meeting 02.26.2015	DVC001560
9	Email from Brian Lynch to Rachelle Eliston regarding site meeting. 03.04.2015	DVC001561
10	Email from John Machin to Rachelle Elison regarding site meeting 03.04.2015	DVC001562-DVC001563
11	Email from Brian Lynch to Rachelle Eliston regarding site meeting 03.05.2015	DVC001564-DVC001565
12	Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015	DVC001566-DVC001567
13	Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015	DVC001568-DVC001569
14	Email from Daniel Merritt to John Machin; Brian Lynch regarding revised bid. 04.15.2015	DVC001570-DVC001571
15	Email from Daniel Merritt to Brian Lynch regarding Driveway 04.15.2015	DVC001572
16	Email from Brian Lynch to Daniel Merritt regarding Driveway 04.15.2015	DVC001573-DVC001574
17	Email from Daniel Merritt to Brian Lynch regarding Tile Bid 04.30.2015	DVC001575-DVC001580
18	04.27.2015 Bid.	DVC001581-DVC001648
19	Email from Daniel Merritt to Monica Vaughn(Tuscany Collection) regarding flooring 02.09.2015	DVC001649
20	Email from Lori Barnett (Tuscany Collection) to DVC regarding Business License; W-9; Insurance; Sales Order. 2.10.2015	DVC001650-DVC001654
21	Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015	DVC001655-DVC001657
22	Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015	DVC001658-DVC001660
23	Email from Robert Ramirez to DVC regarding flooring. 2.25.2015	DVC001661
24	Email from Daniel Merritt to Eugene Inose; Robert Ramirez regarding tile change order. 04.30.2015	DVC001662
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1	Email chain between Eugene Inose; DVC; and Tuscany Collection regarding changing tile order. 05.05.2015	DVC001663-DVC001664
2	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
3	Email from John Bowden with latest information regarding shipment.	DVC001691-DVC001694
4	Email from Daniel Merritt to Tuscany Collection requesting compensation as a result of delay. 05.29.2015	DVC001695-DVC001696
5	Email from Daniel Merritt to Tuscany Collection requesting update. 06.01.2015	DVC001697-DVC001698
6	Email from Tuscany Collection to Daniel Merritt with update. 06.01.2015	DVC001699-DVC001701
7	Email from Tuscany Collection to Daniel Merritt regarding second container; request for payment 06.02.2015	DVC001702-DVC001704
8	Email chain between Tuscany Collection and DVC regarding payment and additional slabs on order. 06.02.2015	DVC001705-DVC1709
9	Email from Tuscany Collection with revised invoice attached. 06.02.2015	DVC001710-DVC001715
10	Email from Tuscany Collection to DVC regarding payment. 06.08.2015	DVC001716-DVC001721
11	Email from Tuscany Collection to DVC regarding full payment for invoice 10775B 09.17.2015	DVC001722-DVC1724
12	Email from Troy Williams (Artesia) to DVC regarding meeting with Tina Dyba and Eugene Inose. 11.26.2014	DVC001725-DVC001726
13	Email from Artesia to DVC regarding invoice with attachment. 05.12.2015	DVC001727-DVC001732
14	Email from Daniel Merritt to Artesia regarding change orders and increase in cost. 05.17.2015	DVC001733-DVC001734
15	Email from Daniel Merritt to Artesia regarding approval for change order and payment. 06.12.2016	DVC001735
16	Email from Daniel Merritt to DVC regarding Artesia and coordination with DHE. 06.22.2015	DVC001736
17	Email from Artesia to DVC regarding updated invoices. 07.07.2015	DVC001737-DVC001744
18	Email from Artesia to DVC regarding updated Invoices follow-up. 07.07.2016	DVC001745-DVC001746
19	Email Chain betwee DVC: Eugene Inose; Artesia regarding proposal for theater cabinets; pool bath shelves, with invoice attached. 10.16.2015	DVC001747-DVC001752
20	Email from DVC to Artesia requesting all open change orders 10.20.2015	DVC001753-DVC001754
21	Email from Nick Jannetto to DVC regarding Efficient Space Planning's Invoice. 11.13.2014	DVC001755-DVC001757
22	Email from Efficient Space Planning regarding change order 07.09.2015	DVC001758-DVC001759
23	Email from Summit Tile to Eugene Inose regarding slab selections. 07.30.2015	DVC001760-DVC001768
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1	Email from Summit Tile to DVC with invoice attached. 09.21.2015	DVC001769-DVC001770
2	Email from Summit Tile to DVC with invoice included 06.16.2015	DVC001771-DVC001772
3	Email from Summit Tile to DVC with invoice 07.07.2015	DVC001773-DVC001774
4	Fax from Summit Tile to DVC with Invoice 09.21.2015	DVC001775-DVC001777
5	Email from Summit Tile to DVC with Invoice attached 11.20.2015	DVC001778-DVC001781
6	Email from Ryan Briggs (Arx) to DVC with repair recommendations for review. 09.23.2014	DVC001782-DVC001786
7	Email from Ryan Briggs to DVC with revision to repair recommendation. 09.24.2014	DVC001787-DVC001793
8	Email from DVC to John Machin regarding Arx Report; Electrical Plans. 09.26.2014.	DVC001794-DVC001808
9	Email from Arx to DVC regarding invoice. 10.02.2014	DVC001809-DVC001812
10	Email from Arx to DVC regarding invoice and bid. 10.02.2014	DVC001813-DVC001815
11	Email follow-up from Arx to DVC regarding invoice and bid. 10.02.2014	DVC001816-DVC001819
12	Email from Arx to DVC regarding final payment waiver and release. 10.16.2014.	DVC001820-DVC001824
13	Email Chain between Diva Concepts; DVC; Eugene Inose; Robert Ramirez regarding subcontractor agreements. 11.05.2014	DVC001825
14	Email from Will Roberts to Tina Dyba (Diva Concepts) regarding budget. 11.17.2014	DVC001826
15	Email from Milene Koblasa at Ferguson regarding Price Quote. 02.23.2015	DVC001827-DVC001832
16	Email from Daniel Merritt to Tina Dyba regarding Inose meeting. 03.05.2015	DVC001833-DVC001834
17	Email from Milene Koblasa with revised Price Quote. 03.05.2015	DVC001835-DVC001837
18	Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez; Milene Koblasa; regarding quote for plumbing fixtures. 03.09.2015	DVC001838-DVC001840
19	Email from Tina Dyba to Eugene Inose regarding correction to Price Quote. 03.09.2015	DVC001841-DVC001843
20	Email from Milene Koblasa to DVC regarding updated Price Quote 03.09.20.15	DVC001844-DVC001845
21	Email from Tina Dyba to Robert Ramirez regarding ordering valves 03.09.2015	DVC001846-DVC001847
22	Email from Tina Dyba to DVC regarding Action Items and trip to Los Angeles. 03.09.2015	DVC001848-DVC001857
23	Email from Daniel Merritt to Tina Dyba regarding fabric estimates 03.16.2015	DVC001858-DVC001859
24	Email from Daniel Merritt to Tina Dyba regarding Contact information for Enservio 03.16.2015	DVC001860-DVC001861
25	Email Chain between DVC and Tina Dyba regarding Fabric Estimate with attachment. 03.16.2015	DVC001862-DVC001865

1	Email from Tina Dyba to DVC regarding light fixtures 03.26.2015	DVC001866
2	Email from DVC to Tina Dyba; Eugene Inose regarding fabric swath and insurance approval. 04.16.2015	DVC001867
3	Email from Tina Dyba regarding tile layout and color board. 04.21.2015	DVC001868-DVC001904
4	Email from Tina Dyba to Milene Koblasa regarding Electric Mirrors. 04.22.2015	DVC001905-DVC001909
5	Email from Tina Dyba to Daniel Merritt regarding custom mirrors 4.23.2015	DVC001910-DVC001915
6	Email from Tina Dyba to Rachelle Elliston regarding Inose Fabric Invoice. 04.23.2016	DVC001916-DVC001917
7	Email from Tina Dyba to Rachelle Elliston regarding invoice corrections 04.24.2015.	DVC001918-DVC001920
8	Email from Tina Dyba to Rachelle Elliston with additional invoice. 04.24.2015	DVC001921-DVC001922
9	Email from Daniel Merritt to Rachelle Elliston; Tina Dyba regarding Change Order, insurance approval, and travel expenses. 05.12.2015	DVC001923-DVC001924
10	Email from Milene Koblasa to Robert Ramirez regarding Faucet selection 05.15.2015	DVC001925-DVC001930
11	Email from Tina Dyba to Robert Ramirez regarding Wall Covering 05.18.2015	DVC001931
12	Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez regarding slab countertops. 06.04.2015	DVC001932-DVC001939
13	Email from Daniel Merritt to Tina Dyba; Rachelle Elliston; Robert Ramirez regarding tile installation. 06.04.2015	DVC001940-DVC001942
14	Email from Tina Dyba to Daniel Merritt regarding Bidet for Master Bathroom. 06.25.2015	DVC001943-DVC001945
15	Email from Tina Dyba to Daniel Merritt regarding wall covering 06.29.2015	DVC001946
16	Email from Tina Dyba to Daniel Merritt regarding Invoices with attachment 7.07.2015	DVC001947-DVC001951
17	Email from Tina Dyba to DVC regarding account balance. 07.13.2015	DVC001952-DVC001953
18	Email from Daniel Merritt to DVC regarding Statement for Diva Interior Concepts 07.13.2015	DVC001954-DVC001955
19	Email Chain between DVC and Ferguson regarding payment 07.14.2015	DVC001956-DVC001958
20	Email from Milene Koblasa and DVC regarding receipt of payment 07.20.2015	DVC001959-DVC001960
21	Email from Melisa Wyatt (Ferguson) to DVC with credit card receipt. 07.22.2015	DVC001961-DVC001963
22	Email from Tina Dyba to DVC regarding Mirror Specifications 08.05.2015	DVC001964-DVC001968
23	Email from Milene Koblasa to Rachelle Elliston regarding faucet order. 09.08.2015	DVC001969
24	Email from Tina Dyba to Rachelle Elliston regarding Inose site meeting. 10.13.2015	DVC001970-DVC001971
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<i>Photos taken by ServePro of Henderson-Date Unknown</i>	<i>DVC001971-2017</i>
<i>Photos taken by ServePro of Henderson-Date Unknown</i>	<i>DVC002018-2067</i>
<i>Photos taken by ServePro of Henderson-Date Unknown</i>	<i>DVC002068-2093</i>
<i>Photos taken by ServePro of Henderson showing water damage-Date Unknown</i>	<i>DVC002094-2128</i>
<i>Photos taken by ServePro of Henderson Date Unknown</i>	<i>DVC002129-2139</i>
<i>Photos taken by ServePro of Henderson Date Unknown</i>	<i>DVC002140-2257</i>
<i>Photos taken by Desert Valley Contracting 08/14/2014</i>	<i>DVC002285-2329</i>
<i>Photos taken by Desert Valley Contracting-water damage. Date Unknown</i>	<i>DVC002330-2399</i>
<i>Photos taken by Desert Valley Contracting. Wine Room. Date Unknoww.</i>	<i>DVC002400-2407</i>

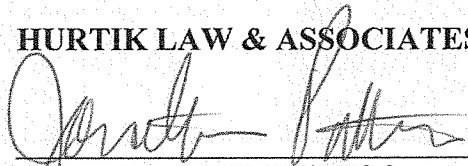
III.

PLAINTIFFS RESERVE THEIR RIGHT TO SUPPLEMENT

Plaintiff/Counter-defendant incorporates each and every document provided by all parties hereto pursuant to N.R.C.P. 16.1 as set forth herein. Plaintiff/Counter-defendant reserves the right to supplement this list of witnesses as discovery is continuing.

DATED this 12 of June, 2017

HURTIK LAW & ASSOCIATES



CARRIE E. HURTIK, ESQ.

Nevada Bar No. 7028

JONATHON R. PATTERSON, ESQ.

Nevada Bar No. 9644

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Las Vegas, Nevada 89117

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jpatterson@hurtiklaw.com

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

CERTIFICATE OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, NANCY RAMIREZ, 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 7866 West Sahara Avenue, Las Vegas, Nevada 89117.

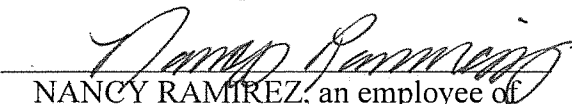
On June 13, 2017, I served the document described as: **PLAINTIFF/COUNTER-DEFENDANT, DESERT VALLEY CONTRACTING, INC.'S THIRD SUPPLEMENT TO INITIAL DISCLOSURES OF WITNESSES AND EXHIBITS PURSUANT TO NRCP 16.1** on the party listed below:

BRIAN W. BOSCHKEE, ESQ. (NBN 7612)
WILLIAM N. MILLER, ESQ. (NBN 11658)
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 Wiznet, pursuant to EDCR 8.05, to the electronic mail address as last given by that person on any 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. A confirmation of the transmission containing the electronic mail address(es) to which the document(s) was/were transmitted will be maintained with the document(s) served.

I declare under penalty of perjury that the foregoing is true and correct.
Executed at Las Vegas, Nevada on June 13, 2017


NANCY RAMIREZ, an employee of
HURTIK LAW & ASSOCIATES

1 **PTD**

2 **CARRIE E. HURTIK, ESQ.**

3 Nevada Bar No. 7028

4 **JONATHON R. PATTERSON, ESQ.**

5 Nevada Bar No. 9644

6 **HURTIK LAW & ASSOCIATES**

7 7866 W. Sahara Avenue

8 Las Vegas, Nevada 89117

9 (702) 966-5200 Telephone

10 (702) 966-5206 Facsimile

11 churtik@hurtiklaw.com

12 jpatterson@hurtiklaw.com

13 Attorneys for Plaintiff/Counter-defendant,

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
22 liability company; EUGENE INOSE, an
23 individual; JEFFREY LOUIE, an individual;
24 DOES 1 through 10; and ROE ENTITIES 1
25 through 10,

26 Defendants.

27 EUGENE INOSE, an individual;

28 Counterclaimant,

29 vs.

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

34 Counter-defendants,

Case No.: A-16-734351-C

Dept. No.: XV

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INC., by and through their attorney of record, HURTIK LAW & ASSOCIATES, and hereby submits the following Pre-Trial Disclosures.

WITNESSES

Pursuant to NRC 26(A)(3) Plaintiff discloses the names and, if known, the addresses and telephone number of each individual likely to testify at trial including for impeachment or rebuttal, and identifying the subjects of the information.

1. Personal Most Knowledgeable and/or Custodian of Records
Desert Valley Contracting, Inc.
c/o Hurtik Law & Associates
7866 West Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 966-5200

Person Most Knowledgeable is expected to testify concerning the following, without limitation:

the repair and rebuild of the residential home located at 587 Saint Croix Street, Henderson, Nevada 89012(hereinafter "Subject Property"), Work Authorization and Contract dated August 8, 2014, repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the Subject Property, and other facts and circumstances that may arise concerning the claims and defenses alleged in this matter. The Custodian of Records is expected to testify regarding the authenticity of documents produced by DVC during the course of litigation.

2. Dennis Zachary
c/o Hurtik Law & Associates
7866 West Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 966-5200

1 Mr. Dennis Zachary is expected to testify concerning the following, without limitation: the repair
2 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
3 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
4 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
5 alleged in this matter.
6

- 7 3. Eugene Inose
8 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
9 400 South Fourth Street, 3rd Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-0308

10 Mr. Eugene Inose is expected to testify concerning the following, without limitation: the repair
11 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
12 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
13 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
14 alleged in this matter.
15

- 16 4. Jeffrey Louie
17 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
18 400 South Fourth Street, 3rd Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-0308

19 Mr. Jeffrey Louie is expected to testify concerning the following, without limitation: the repair
20 and rebuild the Subject Property, Work Authorization and Contract dated August 8, 2014, repair and
21 rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors at the
22 Subject Property, and other facts and circumstances that may arise concerning the claims and defenses
23 alleged in this matter.
24

- 25 5. Person Most Knowledgeable and/or Custodian of Records for
26 IN-LO Properties, LLC
27 c/o Holley Driggs Walch Fine Wray Puzey & Thompson
28 400 South Fourth Street, 3rd Floor
Las Vegas, Nevada 89101
Telephone: (702) 791-0308

1 Person Most Knowledgeable is expected to testify concerning the following, without limitation:
2 the repair and rebuild of the Subject Property, Work Authorization and Contract dated August 8, 2014,
3 repair and rebuild estimates, upgrades, subcontractors, the work performed by DVC and subcontractors
4 at the Subject Property, and other facts and circumstances that may arise concerning the claims and
5 defenses alleged in this matter. The Custodian of Records is expected to testify regarding the
6 authenticity of documents produced by IN-LO Properties, LLC, during the course of litigation.
7

- 8 6. The Person(s) Most Knowledgeable and/or Custodian of Records
9 Sunrise Service, Inc.
10 7380 Commercial Way
Henderson, Nevada 89011

11 The Person(s) Most Knowledgeable at Sunrise Service, Inc. is expected to testify to the facts and
12 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
13 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Sunrise Service,
14 Inc. is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied
15 for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to
16 testify regarding the authenticity of documents produced by Sunrise Service, Inc. during the course of
17 litigation.
18

- 19 7. The Person(s) Most Knowledgeable and/or Custodian of Records
20 Summit Tile & Stone
21 c/o FELDMAN GRAF, P.C.
22 8845 W. Flamingo Road, Suite 210
Las Vegas, Nevada 89147
Telephone: (702) 949-5096

23 The Person(s) Most Knowledgeable at Summit Tile & Stone is expected to testify to the facts
24 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
25 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Summit Tile
26 & Stone is expected to testify as pertains to any subcontracts to the scope of work and any materials
27

1 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
2 to testify regarding the authenticity of documents produced by Summit Tile & Stone during the course
3 of litigation.

4 8. The Person(s) Most Knowledgeable and/or Custodian of Records
5 Hy-Bar Windows and Doors
6 6210 South Annie Oakley
Las Vegas, Nevada 89120

7 The Person(s) Most Knowledgeable at Hy-Bar Windows and Doors is expected to testify to the
8 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
9 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
10 at Hy-Bar Windows and Doors is expected to testify as pertains to any subcontracts to the scope of work
11 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
12 Records is expected to testify regarding the authenticity of documents produced by Hy-Bar Windows
13 and Doors during the course of litigation.
14

15 9. The Person(s) Most Knowledgeable and/or Custodian of Records
16 Easy Lift Elevators
17 2326 Caserta Court
Henderson, Nevada 89074

18 The Person(s) Most Knowledgeable at Easy Lift Elevators is expected to testify to the facts and
19 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
20 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Easy Lift Elevators
21 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
22 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
23 regarding the authenticity of documents produced by Easy Lift Elevators during the course of litigation.
24

25 10. The Person(s) Most Knowledgeable and/or Custodian of Records
26 Eagle Sentry
27 3595 East Patrick Lane, #1200
Las Vegas, Nevada 89120

1 The Person(s) Most Knowledgeable at Eagle Sentry is expected to testify to the facts and
2 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
3 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Eagle Sentry is
4 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
5 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
6 regarding the authenticity of documents produced by Eagle Sentry during the course of litigation.

7
8 11. The Person(s) Most Knowledgeable and/or Custodian of Records
Desert Home Electric, Inc.
9 8625 West Sahara Avenue, #441
Las Vegas, Nevada 89117

10 The Person(s) Most Knowledgeable at Desert Home Electric, Inc. is expected to testify to the
11 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
12 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
13 at Desert Home Electric, Inc. is expected to testify as pertains to any subcontracts to the scope of work
14 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
15 Records is expected to testify regarding the authenticity of documents produced by Desert Home
16 Electric, Inc. during the course of litigation.

17
18 12. The Person(s) Most Knowledgeable and/or Custodian of Records
19 Artesia Kitchen & Bath
20 2972 South Rainbow, Suite B
Las Vegas, Nevada 89146

21 The Person(s) Most Knowledgeable at Artesia Kitchen & Bath is expected to testify to the facts
22 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
23 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Artesia
24 Kitchen & Bath is expected to testify as pertains to any subcontracts to the scope of work and any
25 materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records
26
27
28

1 is expected to testify regarding the authenticity of documents produced by Artesia Kitchen & Bath
2 during the course of litigation.

3 13. The Person(s) Most Knowledgeable and/or Custodian of Records
4 Efficient Space Planning
5 6045 Harrison Drive, #4
6 Las Vegas, Nevada 89120

7 The Person(s) Most Knowledgeable at Efficient Space Planning expected to testify to the facts
8 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
9 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Efficient Space
10 Planning is expected to testify as pertains to any subcontracts to the scope of work and any materials
11 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
12 to testify regarding the authenticity of documents produced by Efficient Space Planning during the
13 course of litigation.

14 14. The Person(s) Most Knowledgeable and/or Custodian of Records
15 Diversified Protection Systems, Inc.
16 4435 Wagon Trail Avenue
17 Las Vegas, Nevada 89118

18 The Person(s) Most Knowledgeable at Diversified Protection Systems, Inc. is expected to testify
19 to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
20 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
21 at Diversified Protection Systems, Inc. is expected to testify as pertains to any subcontracts to the scope
22 of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
23 Custodian of Records is expected to testify regarding the authenticity of documents produced by
24 Diversified Protection Systems, Inc. during the course of litigation.

25 15. The Person(s) Most Knowledgeable and/or Custodian of Records
26 Custom Landau
27 P.O. Box 753476
28 Las Vegas, Nevada 89136

1 The Person(s) Most Knowledgeable at Custom Landau is expected to testify to the facts and
2 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
3 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Custom Landau is
4 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
5 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
6 regarding the authenticity of documents produced by Custom Landau during the course of litigation.

7
8 16. The Person(s) Most Knowledgeable and/or Custodian of Records
9 Arx Engineering
3413 Carolina Moon Avenue
North Las Vegas, Nevada 89081

10 The Person(s) Most Knowledgeable at Arx Engineering is expected to testify to the facts and
11 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
12 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Arx Engineering
13 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
14 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
15 regarding the authenticity of documents produced by Arx Engineering during the course of litigation.

16
17 17. The Person(s) Most Knowledgeable and/or Custodian of Records
18 Central Valley Insulation
19 P.O. Box 534451
Atlanta, GA 30353-4451
20 1401 Trade Drive
North Las Vegas, Nevada 89030

21 The Person(s) Most Knowledgeable at Central Valley Insulation is expected to testify to the facts
22 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
23 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Central Valley
24 Insulation is expected to testify as pertains to any subcontracts to the scope of work and any materials
25 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
26

1 to testify regarding the authenticity of documents produced by Central Valley Insulation during the
2 course of litigation.

3 18. The Person(s) Most Knowledgeable and/or Custodian of Records
4 Burnham Painting & Drywall Corp.
5 668 Middlegate Road
6 Henderson, Nevada 89011

7 The Person(s) Most Knowledgeable at Burnham Painting & Drywall Corp. is expected to testify
8 to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
9 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
10 at Burnham Painting & Drywall Corp. is expected to testify as pertains to any subcontracts to the scope
11 of work and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The
12 Custodian of Records is expected to testify regarding the authenticity of documents produced by
13 Burnham Painting & Drywall Corp. during the course of litigation.

14 19. The Person(s) Most Knowledgeable and/or Custodian of Records
15 Comfort Home Appliance
16 6672 Boulder Hwy, Suite 6
17 Las Vegas, Nevada 89122

18 The Person(s) Most Knowledgeable at Comfort Home Appliance is expected to testify to the
19 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
20 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
21 at Comfort Home Appliance is expected to testify as pertains to any subcontracts to the scope of work
22 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
23 Records is expected to testify regarding the authenticity of documents produced by Comfort Home
24 Appliance during the course of litigation.

25 20. The Person(s) Most Knowledgeable and/or Custodian of Records
26 Diva Interior Concepts, LLC
27 10040 West Cheyenne, Suite 170-115
28 Las Vegas, Nevada 89129

1 The Person(s) Most Knowledgeable at Diva Interior Concepts, LLC is expected to testify to the
2 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
3 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
4 at Diva Interior Concepts, LLC is expected to testify as pertains to any subcontracts to the scope of work
5 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
6 Records is expected to testify regarding the authenticity of documents produced by Diva Interior
7 Concepts, LLC during the course of litigation.
8

9 21. The Person(s) Most Knowledgeable and/or Custodian of Records
10 Desert Lumber
11 4950 North Berg
12 North Las Vegas, Nevada 89081

13 The Person(s) Most Knowledgeable at Desert Lumber is expected to testify to the facts and
14 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
15 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Desert Lumber is
16 expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
17 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
18 regarding the authenticity of documents produced by Desert Lumber during the course of litigation.

19 22. The Person(s) Most Knowledgeable and/or Custodian of Records
20 Firehouse Electric
21 6955 North Durango Ste. # 1115
22 Las Vegas, Nevada 89149

23 The Person(s) Most Knowledgeable at Firehouse Electric is expected to testify to the facts and
24 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
25 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Firehouse Electric
26 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
27 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
28 regarding the authenticity of documents produced by Firehouse Electric during the course of litigation.

1 23. The Person(s) Most Knowledgeable and/or Custodian of Records
2 Precision Plumbing
3 7500 West Lake Mead Blvd., Suite 9-483
4 Las Vegas, Nevada 89128

5 The Person(s) Most Knowledgeable at Precision Plumbing is expected to testify to the facts and
6 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
7 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Precision
8 Plumbing is expected to testify as pertains to any subcontracts to the scope of work and any materials
9 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
10 to testify regarding the authenticity of documents produced by Precision Plumbing during the course of
11 litigation.

12 24. The Person(s) Most Knowledgeable and/or Custodian of Records
13 Picture Perfect TV
14 3297 Las Vegas Blvd. North, Ste. 62
15 Las Vegas, Nevada 89121

16 The Person(s) Most Knowledgeable at Picture Perfect TV is expected to testify to the facts and
17 circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and any
18 defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Picture Perfect TV
19 is expected to testify as pertains to any subcontracts to the scope of work and any materials supplied for
20 the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected to testify
21 regarding the authenticity of documents produced by Picture Perfect TV during the course of litigation.

22 25. The Person(s) Most Knowledgeable and/or Custodian of Records
23 West Coast Concrete, Inc.
24 3904 Rayment
25 Las Vegas, Nevada 89121

26 The Person(s) Most Knowledgeable at West Coast Concrete, Inc. is expected to testify to the
27 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
28 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable

1 at West Coast Concrete, Inc. is expected to testify as pertains to any subcontracts to the scope of work
2 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
3 Records is expected to testify regarding the authenticity of documents produced by West Coast
4 Concrete, Inc. during the course of litigation.

5 26. The Person(s) Most Knowledgeable and/or Custodian of Records
6 Silver State Specialties, LLC
7 4030 Industrial Center Dr. Ste. 501
8 North Las Vegas, Nevada 89030

9 The Person(s) Most Knowledgeable at Silver State Specialties, LLC is expected to testify to the
10 facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's
11 Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable
12 at Silver State Specialties, LLC is expected to testify as pertains to any subcontracts to the scope of work
13 and any materials supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of
14 Records is expected to testify regarding the authenticity of documents produced by Silver State
15 Specialties, LLC during the course of litigation.

16 27. The Person(s) Most Knowledgeable and/or Custodian of Records
17 Prosource of Las Vegas
18 7350 Dean Martin Drive, Suite 303
19 Las Vegas, Nevada 89139

20 The Person(s) Most Knowledgeable at Prosource of Las Vegas is expected to testify to the facts
21 and circumstances surrounding the allegations set forth in Plaintiff/Counter-defendant's Complaint, and
22 any defenses asserted in the above-entitled action. The Person(s) Most Knowledgeable at Prosource of
23 Las Vegas is expected to testify as pertains to any subcontracts to the scope of work and any materials
24 supplied for the repair, rebuild, or upgrade of the Subject Property. The Custodian of Records is expected
25 to testify regarding the authenticity of documents produced by Prosource of Las Vegas during the course
26 of litigation.

27 28. The Person(s) Most Knowledgeable and/or Custodian of Records
28

1 Wilshire Refrigeration & Appliance, Inc.
2 9177 Kelvin Avenue
3 Chatsworth, California 91311

4 The Person(s) Most Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to
5 testify to the facts and circumstances surrounding the allegations set forth in Plaintiff/Counter-
6 defendant's Complaint, and any defenses asserted in the above-entitled action. The Person(s) Most
7 Knowledgeable at Wilshire Refrigeration & Appliance, Inc. is expected to testify as pertains to any
8 subcontracts to the scope of work and any materials supplied for the repair, rebuild, or upgrade of the
9 Subject Property. The Custodian of Records is expected to testify regarding the authenticity of
10 documents produced by Wilshire Refrigeration & Appliance, Inc. during the course of litigation.

11 Plaintiff/Counter-defendant hereby reserves the right to supplement this list of witnesses as
12 discovery is continuing. Plaintiff/Counter-defendant hereby reserves the right to rely on and/or call to
13 testify any and all witnesses produced and/or listed by any other party to this action at the time of trial
14 of this matter.

15
16 **II.**

17 **PLAINTIFF'S LIST OF EXHIBITS**

18 Pursuant to NRCP 26(A)(3), PLAINTIFF/COUNTER-DEFENDANT DESERT VALLEY
19 CONTRACTING, INC., hereby discloses and describes by category all documents, electronically stored
20 information, and/or tangible things that PLAINTIFF has in their possession, custody, or control and may
21 be used at Trial:

N o	Description	Bates Number
	Artesia Kitchen & Bath, Invoice No.: 869, dated October 14, 2014	DVC000001
2.	Artesia Kitchen & Bath, Unconditional Waiver and Release on Progress Payment, dated October 31, 2014	DVC000002
3.	Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated April 27, 2015	DVC000003
4.	Artesia Kitchen & Bath, Labor Payment Affidavit, dated April 27, 2015	DVC000004
5.	Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000005

6.	Creative Closets & Cabinets, Check Receipt No.: 14507	DVC000006
7.	Email from Janelle Conrady to Rachelle Elliston, Re: Inose Residence, dated July 7, 2015	DVC000007-DVC000009
8.	Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000010
9.	Notice to Owner and Contractor of Right to Lien, dated October 14, 2014	DVC000011
10.	Approved Proposal, dated September 12, 2014	DVC000012-DVC000015
11.	Artesia Kitchen & Bath, Invoice No.: 1052, dated April 27, 2015	DVC000016
12.	Artesia Kitchen & Bath, Out of Stock Certificate, dated April 27, 2015	DVC000017
13.	Artesia Kitchen & Bath, Invoice No.: 1134, dated July 7, 2015, Re: Change Order	DVC000018
14.	DVC Receipt Artesia Kitchen & Bath, dated October 16, 2014	DVC000019
15.	Arx LLC, Unconditional Waiver and Release on Final Payment, dated October 16, 2014	DVC000020
16.	Arx LLC, Conditional Waiver and Release on Final Payment, dated September 24, 2014	DVC000021
17.	DVC Receipt Arx, LLC, dated October 16, 2014	DVC000022
18.	Arx LLC, Invoice No.: 0531, dated September 24, 2014	DVC000023
19.	Arx LLC, Invoice No.: 0535, dated October 1, 2014	DVC000024
20.	Arx, LLC, Structural Engineering Memorandum, dated September 23, 2014	DVC000025-DVC000028
21.	Arx, LLC, Professional Services Agreement, dated September 18, 2014	DVC000029-DVC000030
22.	DVC Receipt for Burnham Painting & Drywall Corp., dated September 23, 2014	DVC000031
23.	Burnham Painting & Drywall Corp. Proposal, dated September 23, 2014	DVC000032
24.	Burnham Painting & Drywall Corp., Unconditional Waiver and Release Upon Final Payment, dated May 22, 2015	DVC000033
25.	DVC Receipt for Burnham Painting & Drywall, Final Check, dated April 22, 2015	DVC000034
26.	Email Chain between Gordon Lapointe and Rachelle Elliston, Re: Payment, dated April 24, 2015	DVC000035-DVC000037
27.	Letter from State Contractors Board, dated April 27, 2015	DVC000038
28.	Letter from State Contractors Board, dated April 6, 2015	DVC000039
29.	Consumer Complaint Form, dated March 30, 2015	DVC000040-DVC000041
30.	Letter from State Contractors Board, dated March 30, 2015	DVC000042-DVC000051
31.	Email Chain between Toni Burnham and Rachel Elliston, Re: Invoice 19477, dated April 3, 2015	DVC000052
32.	DVC Receipt for Central Valley Insulation, dated April 16, 2015	DVC000053
33.	Comfort Home Appliance, Invoice No.: 07335, dated August 25, 2015	DVC000054
34.	Email from Bank of America to Diana Cerda, Re: Receipt for Comfort Home Appliance, dated September 2, 2014	DVC000055
35.	West Coast Concrete, Inc., BID Proposal and Contract Agreement, dated April 23, 2015	DVC000056-DVC000057
36.	Desert Home Electric, Inc., Conditional Waiver and Release upon Progress Payment, dated October 21, 2014	DVC000058
37.	Desert Home Electric, Inc., Labor/Material from Stock Release	DVC000059
38.	DVC Receipt for Custom Landau, June 8, 2015	DVC000060
39.	Custom Landau, Approved Invoice 5799, dated April 8, 2015	DVC000061
40.	Custom Landau, Invoice 5179, dated February 25, 2015	DVC000062
41.	Custom Landau, Paid Out of Stock Material Certificated, dated April 8, 2015	DVC000063
42.	Custom Landau, Conditional Waiver and Release Upon Final Payment, dated April 8, 2015	DVC000064
43.	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000065
44.	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000066
45.	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000067
46.	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000068
47.	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 11, 2014	DVC000069
48.	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000070
49.	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000071
50.	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000072
51.	Crescent Electric Supply Company, Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000073
52.	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000074
53.	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000075
54.	Desert Home Electric, Inc., Invoice No.: 14119, dated December 16, 2014	DVC000076
55.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 16, 2014	DVC000077
56.	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 16, 2014	DVC000078
57.	Desert Home Electric, Inc., Approved Quote and Purchase Order Request, dated December 3, 2014	DVC000079

1	58.	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000080
	59.	Desert Home Electric, Inc., Letter Re: Phase I – Scope of Work for Wire Certification, dated September 24, 2014	DVC000081
2	60.	Desert Home Electric, Inc., Invoice No.: 13957, dated October 21, 2014	DVC000082
	61.	Desert Home Electric, Inc., Labor/Material Stock Release, dated October 21, 2014	DVC000083
3	62.	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000084
	63.	Desert Home Electric, Inc., Invoice No.: 14079 dated December 5, 2014	DVC000085
4	64.	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 5, 2014	DVC000086
	65.	Desert Home Electric, Inc., Breakdown – Master Form, dated December 24, 2014	DVC000087
5	66.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated January 23, 2015	DVC000088
	67.	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000089
6	68.	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000090
	69.	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000091
7	70.	DVC Receipt for Desert Home Electric, Inc., dated July 24, 2015	DVC000092
	71.	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000093
8	72.	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000094
	73.	DVC Check History for Desert Home Electric, Inc., dated February 18, 2015	DVC000095
9	74.	Desert Home Electric, Inc., Invoice No.: 14616 dated May 26, 2015	DVC000096
	75.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000097
10	76.	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000098
	77.	Desert Home Electric, Inc., Invoice No.: 14079, dated December 5, 2014	DVC000099
11	78.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated December 5, 2014	DVC000100
	79.	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000101
12	80.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 11, 2014	DVC000102
13	81.	DVC Check History for Desert Home Electric, Inc., dated March 18, 2015	DVC000103
	82.	Desert Home Electric, Inc., Quote No.: 51216B, dated June 12, 2015	DVC000104
14	83.	Desert Home Electric, Inc., Quote No.: 51216C, dated June 12, 2015	DVC000105
	84.	Desert Home Electric, Inc., Approved Quote, dated August 12, 2015	DVC000106
15	85.	City of Henderson, Subcontractor Registration for Desert Home Electric, Inc.	DVC000107
	86.	DVC's Subcontract with Desert Home Electric, Inc.	DVC000108-DVC000113
16	87.	Desert Home Electric, Inc., Put House Back Together – High Voltage, dated November 18, 2014	DVC000114-DVC000115
	88.	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000116
17	89.	Desert Home Electric, Inc., Dielectric Test, dated October 21, 2014	DVC000117-DVC000119
	90.	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000120
18	91.	Notice of Right to Lien (Private Work), Crescent Electric Supply Co. Inc.	DVC000121-DVC000122
	92.	Email chain between Steve Raleigh and Diana Cerda, dated October 20, 2014	DVC000123
19	93.	Notice of Right to Lien and Request for Receipt of Notice of Completion, Desert Lumber, dated September 19, 2014	DVC000124
	94.	DVC Receipt for Desert Lumber, dated January 30, 2015	DVC000125
20	95.	Desert Lumber, Invoice No. 612380, dated December 3, 2014	DVC000126
	96.	Desert Lumber, Invoice No. 613425, dated December 18, 2014	DVC000127
21	97.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated July 17, 2015	DVC000128
	98.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213613, dated July 1, 2015	DVC000129
22	99.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213864, dated July 1, 2015	DVC000130
	100.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated January 1, 2015	DVC000131
23	101.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209189, dated December 31, 2014	DVC000132
	102.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated February 12, 2015	DVC000133
24	103.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209739, dated January 31, 2015	DVC000134
	104.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated March 16, 2015	DVC000135
25	105.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-210302 dated February 28, 2015	DVC000136
	106.	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000137
26	107.	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000138
	108.	Diva Interior Concepts, LLC, Estimate No.: 1132, dated March 11, 2015	DVC000139
27	109.	Diva Interior Concepts, LLC, Estimate No.: 1133, dated March 16, 2015	DVC000140
	110.	DVC Letter to Diva Interior Concepts, LLC, dated October 31, 2014, not signed	DVC000141
28	111.	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment	DVC000142

1	112.	DVC's Subcontract with Diva Interior Concepts, LLC	DVC000143-DVC000146
	113.	DVC Receipt for Diva Interior Concepts, LLC, dated April 20, 2015	DVC000147
	114.	DVC Receipt for Diva Interior Concepts, LLC, dated October 31, 2014	DVC000148
2	115.	Diva Interior Concepts, LLC, Proposal, dated September 10, 2014	DVC000149-DVC000150
	116.	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment, Signed	DVC000151
3	117.	Diva Interior Concepts, LLC, Estimate No.: 1137, dated April 14, 2015	DVC000152
	118.	DVC Receipt for Diva Interior Concepts, LLC, dated May 1, 2014	DVC000153
4	119.	Diva Interior Concepts, LLC, Invoice No.: 451, dated April 24, 2015	DVC000154; DVC000159; DVC000160
	120.	Diva Interior Concepts, LLC, Invoice No.: 450, dated April 21, 2015	DVC000155-DVC000156
5	121.	Diva Interior Concepts, LLC, Estimate No.: 1136, dated April 13, 2015	DVC000157
	122.	DVC Receipt for Diva Interior Concepts, LLC, dated May 8, 2015	DVC000159
6	123.	DVC Receipt for Diva Interior Concepts, LLC, dated July 9, 2015	DVC000161
	124.	Diva Interior Concepts, LLC, Invoice No.: 417, dated January 5, 2015	DVC000162; DVC000163
7	125.	Diva Interior Concepts, LLC, Invoice 485, dated July 6, 2015	DVC000164
	126.	Diva Interior Concepts, LLC, Statement, dated June 15, 2015	DVC000165
8	127.	DVC Receipt for Diva Interior Concepts, LLC, dated July 17, 2015	DVC000166
	128.	Diva Interior Concepts, LLC, Statement, dated July 15, 2015	DVC000167
9	129.	DVC Receipt for Diversified Protection Systems, Inc., dated May 13, 2015	DVC000168
	130.	Diversified Protection Systems, Inc., Invoice No.: 104476, dated September 25, 2014	DVC000169; DVC000170
10	131.	Diversified Protection Systems, Inc., Estimate No.: 3666, dated September 25, 2014	DVC000171
	132.	Email chain between Diana Cerda and Diversified Protection Systems, Inc., Re: Inose -587 St Croix, dated November 11, 2014	DVC000172-DVC000173
11	133.	DVC's Subcontract with Diversified Protection Systems, Inc., dated October 21, 2014	DVC000174-DVC000184
	134.	Email chain between Roy Heaton and Diana Cerda, Re: Inose Request (Change Orders), dated January 8, 2015	DVC000185
12	135.	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000186-DVC000199
	136.	Eagle Sentry, Proposal 8076-00, dated December 17, 2014	DVC000200-DVC000201
13	137.	Eagle Sentry, Proposal 8076-00 Change Order 5, dated January 5, 2015	DVC000202
	138.	Eagle Sentry, Proposal 8076-00 Change Order 2, dated November 13, 2014	DVC000203
14	139.	Eagle Sentry, Proposal 8076-00 Change Order 1, dated October 16, 2014	DVC000204-DVC000206
	140.	Eagle Sentry, Proposal 8076-00 Change Order 7, dated July 28, 2015	DVC000207
15	141.	Eagle Sentry, Proposal 8076-00 Change Order 8, dated July 28, 2015	DVC000208
	142.	Eagle Sentry, Proposal 8076-00, dated August 27, 2014	DVC000209-DVC000212
16	143.	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000213-DVC000214
	144.	DVC's Subcontract with Eagle Sentry, dated October 3, 2014	DVC000215-DVC000225
17	145.	DVC Receipt for Eagle Sentry, dated November 19, 2014	DVC000226
	146.	Eagle Sentry Material Release, Invoice 159141, dated November 25, 2014	DVC000227
18	147.	DVC Receipt for Eazylift Elevators, dated July 2, 2015	DVC000228;
	148.	Eazylift Elevators, Labor Payment Affidavit, dated June 1, 2015	DVC000229
19	149.	Eazylift Elevators, Out of Stock Material Certification, dated June 1, 2015	DVC000230
	150.	Eazylift Elevators, Invoice No.: INV-162940, dated June 8, 2015	DVC000231
20	151.	Efficient Space Planning, Change Order 1, dated April 29, 2015	DVC000232
	152.	Efficient Space Planning, Invoice No.: 112514, dated August 28, 2014	DVC000233
	153.	Efficient Space Planning Drawings	DVC000234-DVC000236
21	154.	DVC Receipt for Efficient Space Planning, dated November 19, 2014	DVC000237
	155.	Efficient Space Planning Material Suppliers	DVC000238
22	156.	Firehouse Electric, Invoice No.: 1606, dated September 10, 2014	DVC000239
	157.	HY-Bar, Change Order, dated December 18, 2014	DVC000240
23	158.	HY-Bar, Proposal, dated November 5, 2014	DVC000241-DVC000242
	159.	HY-Bar, Change Order, dated January 5, 2015	DVC000243
24	160.	HY-Bar, Proposal, dated August 28, 2014	DVC000244-DVC000249
	161.	DVC Receipt for HY-Bar, dated March 17, 2015	DVC000250; DVC000254
	162.	HY-Bar, Proposal, Invoice No.: 5978, dated February 25, 2015	DVC000251
25	163.	HY-Bar, Materials from Paid Stock, dated March 3, 2015	DVC000252; DVC000255
	164.	HY-Bar, Conditional Waiver and Release Upon Progress Payment, dated March 3, 2015	DVC000253
26	165.	DVC Receipt for HY-Bar, dated March 26, 2015	DVC000256
	166.	HY-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000257
27	167.	Hy-Bar, Conditional Waiver and Release Upon Progress Payment, dated April 17, 2015	DVC000258
	168.	Hy-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000259

1	169.	DVC Receipt for Hy-Bar, dated April 16, 2015	DVC000260
	170.	Hy-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000261
2	171.	Hy-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000262
	172.	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000263
	173.	Hy-Bar, Invoice No.: 6328, dated April 1, 2015	DVC000264
3	174.	Hy-Bar, Job No.: 106404, dated August 8, 2014	DVC000265
	175.	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000266
4	176.	HY-Bar, Change Order, dated April 22, 2015	DVC000267
	177.	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000268
5	178.	HY-Bar, Change Order, dated April 22, 2015	DVC000269
	179.	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000270
6	180.	Unknown Invoice, dated November 17, 2014	DVC000271
7	181.	HY-Bar, Materials from Stock Paid, dated November 25, 2014	DVC000272; DVC000273; DVC000275
	182.	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000274
8	183.	HY-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000276
	184.	HY-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000277
9	185.	HY-Bar, Invoice 5977, dated February 25, 2015	DVC000278
	186.	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000279
10	187.	DVC Receipt for Hy-Bar, dated August 7, 2015	DVC000280
	188.	DVC Receipt for Hy-Bar, dated November 19, 2015	DVC000281; DVC000282
11	189.	Macrotec Consulting, LLC, Microbial Investigation Report	DVC000283-DVC000305
	190.	Efficient Space Planning, Invoice No. 2081, dated November 24, 2014	DVC000306
12	191.	Efficient Space Planning, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000307
	192.	Efficient Space Planning Material Supplies	DVC000308
13	193.	DVC's Subcontract with Efficient Space Planning	DVC000309-DVC000319
	194.	Eagle Sentry, Service Invoice No.: 159141, dated October 21, 2014	DVC000320
14	195.	Eagle Sentry, Materials Release, dated November 25, 2014	DVC000321
	196.	Eagle Sentry, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000322
15	197.	Summit Tile & Stone, Invoice No.: 1314, dated July 28, 2015	DVC000323
	198.	Summit Tile & Stone, Approved Proposal, dated April 29, 2015	DVC000324-DVC000326
16	199.	DVC Receipt for Perfect Picture TV Repair, dated August 18, 2014	DVC000327
	200.	Perfect Picture TV Repair, Lead Tech Worksheet, dated August 18, 2014	DVC000328
17	201.	Perfect Picture TV Repair, Invoice, dated August 18, 2014	DVC000329-DVC000340
	202.	Precision Plumbing, Invoice No.: 39739, dated August 4, 2014	DVC000341
18	203.	DVC A/R History Report, dated August 8, 2015	DVC000342
	204.	DVC Receipt for PS of Las Vegas, LLC, dated July 2, 2015	DVC000343
19	205.	ProSource of Las Vegas, Estimate, dated May 14, 2015	DVC000344
	206.	Silver State Insulation, Proposal No.: 13854, dated August 15, 2014	DVC000345
20	207.	Email from Dustin Dreier to Diana Cerda, Re: Proposal, dated August 25, 2014	DVC000346
	208.	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000347
21	209.	Sunrise Service, Inc., Invoice No.: A142549, dated September 26, 2014	DVC000348
	210.	Sunrise Service, Inc., Invoice No.: A142541, dated September 23, 2014	DVC000349
22	211.	Sunrise Service, Inc., Invoice No.: A142545, dated September 24, 2014	DVC000350
	212.	Sunrise Mechanical, Inc., Proposal, dated August 21, 2014	DVC000351
23	213.	Letter from Sunrise Mechanical, Inc., dated November 25, 2014	DVC000352
	214.	City of Henderson, Sunrise Mechanical, Inc.	DVC000353
24	215.	City of Henderson, Sunrise Services, Inc.	DVC000354
	216.	DVC's Subcontract with Sunrise Service, Inc.	DVC000355-DVC000365
25	217.	Sunrise Service, Inc., Billed Jobs and Estimates	DVC000366- DVC000374; DVC000376-DVC000378
	218.	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000375
26	219.	DVC's Subcontract with Eazylift Elevators	DVC000379-DVC000387
	220.	DVC's Subcontract with Hy-Bar Windows and Doors	DVC000388-DVC000396
27	221.	DVC's Subcontract with Summit Tile & Stone, LLC	DVC000397-DVC000407

1	222.	Email from Daniel Merrit to Rachelle Elliston and Tina Dyba, Re: Countertops, dated May 13, 2015	DVC000408
	223.	Silver State Specialties, LLC, Proposal, dated July 22, 2015	DVC000409
2	224.	West Coast Concrete, Inc., Bid Proposal and Contract, dated March 25, 2015	DVC000410
	225.	West Coast Concrete, Inc., Conditional Waiver and Release Upon Progress Payment, dated August 27, 2015	DVC000411
3	226.	Wilshire Refrigeration & Appliance, Inc., Invoice No.: 135135, dated September 26, 2014	DVC000412-DVC000416
4	227.	DVC Work Order Report, 2014-10-22-1809	DVC000417-DVC000484
	228.	DVC Inose Construction Schedule	DVC000485-DVC000486
5	229.	Email from Daniel Merritt to Rachel Elliston and Diana Cerda, Re: Follow Up, dated December 4, 2014	DVC000487
	230.	ServePro File	DVC000488-DVC000490
6	231.	Notice of Right to Lien	DVC000491-DVC000492
	232.	Fed Receipt	DVC000493
7	233.	DVC Receipt, dated December 15, 2014	DVC000494
	234.	DVC Receipt for Perfect Picture TV Repair	DVC000495
8	235.	Letter from SCA Design, LLC	DVC000496
	236.	City of Henderson, Request for Copies of Copyrighted Records, dated September 16, 2014	DVC000497
9	237.	DVC Work Order Report, ROB'S-NEW	DVC000499-DVC000500
	238.	DVC Receipt for City of Henderson, dated September 26, 2014	DVC000501
10	239.	DVC Work Order Report, INOSE-ROBSUPP	DVC000502-DVC000507
	240.	City of Henderson, Residential Building Incident Repair Permit	DVC000508-DVC000515
	241.	City of Henderson, Permit Inspection History	DVC000516-DVC000518
11	242.	City of Henderson, Building and Fire Safety	DVC000519-DVC000521
	243.	City of Henderson, Permit	DVC000522
12	244.	DVC Employment Payroll and Timesheets for Robert Ramirez	DVC000523-DVC000572
	245.	DVC A/P Check History, dated October 29, 2014	DVC000573
13	246.	DVC Receipts on Account, dated September 11, 2014	DVC000574
	247.	DVC Invoice No.: 63718, dated October 4, 2015	DVC000575
14	248.	Check from IN-LO Properties, LLC, dated September 10, 2015	DVC000576
	249.	DVC Receipts on Account, dated July 8, 2015	DVC000577
15	250.	DVC Invoice No.: 63444, dated October 16, 2015	DVC000578-DVC000579
	251.	DVC A/R Check History, dated March 18, 2015	DVC000580
	252.	DVC Invoice No.: 63066, dated November 7, 2014	DVC000581
16	253.	DVC Invoice No.: 63067, dated October 8, 2014	DVC000582
	254.	Check from IN-LO Properties, LLC, dated October 22, 2014	DVC000583
17	255.	DVC Receipts on Account, dated March 17, 2015	DVC000584
	256.	DVC Invoice No.: 63255, dated January 22, 2015	DVC000585
18	257.	DVC Receipts on Account, dated January 20, 2015	DVC000586
	258.	DVC Invoice No.: 63255, dated January 8, 2015	DVC000587
19	259.	DVC Receipts on Account, dated September 25, 2014	DVC000588
	260.	Check from IN-LO Properties, LLC, dated September 24, 2014	DVC000589
20	261.	DVC Invoice No.: 63039, dated September 24, 2014	DVC000590
	262.	Preliminary Notice, dated May 21, 2015	DVC000591
	263.	DVC Employee Payroll Report	DVC000592
21	264.	Letter from DVC to Unknown, dated October 14, 2015	DVC000593-DVC000594
	265.	DVC Invoice No.: 63052, dated October 2, 2014	DVC000595
22	266.	DVC Work Order Report, INOSE-FULL-BID3	DVC000596-DVC000673
	267.	Email from Brian Lynch to Diana Cerda, dated September 5, 2014	DVC000674-DVC000675
23	268.	Email from Diana Cerda to Brian Lynch, dated August 20, 2014	DVC000676
	269.	Email from Daniel Merritt and Nelida Morey, Re: Additional Help with Inose, dated August 15, 2014	DVC000677
24	270.	Email from Diana Cerda to Daniel Merritt, Re: Inose - Claim # 00514151370, dated October 2, 2014	DVC000678
25	271.	Email from Daniel Merritt to Diana Cerda, Re: Site Inspection, dated September 16, 2014	DVC000679
	272.	Email chain between Robert Ramirez and Tina Dyba, Re: Hit List, dated May 12, 2015	DVC000680-DVC000683
26	273.	Email from Tina Dyba to Daniel Merritt, Re: Slab Selection, dated June 4, 2015	DVC000684
	274.		DVC000685-DVC000706
27	275.	Job Update for Inose Project 9.18.2014	DVC000707-DVC000709
	276.	Job Update for Inose Project 9.19.2014 with subcontractor Matrix	DVC000709-DVC000713

1	277.	Job Update for Inose Project 9.22.2014 with subcontractor Matrix	DVC000714-DVC000719
	278.	Job Update for Inose Project 9.26.2014 with subcontractor Matrix	DVC000720-DVC000728
2	279.	Job Update for Inose Project 10.30.2014 with subcontractor Matrix	DVC000729-DVC000738
	280.	Job Update for Inose Project 10.01.2014	DVC000739-DVC000747
	281.	Job Update for Inose Project 10.02.2014	DVC000748-DVC000756
3	282.	Job Update for Inose Project 10.03.2014	DVC000757-DVC000766
	283.	Job Update for Inose Project 10.06.2014	DVC000767-DVC000777
4	284.	Job Update for Inose Project 10.08.2014	DVC000778-DVC000789
	285.	Job Update for Inose Project 10.14.2014	DVC000790-DVC000803
5	286.	Job Update for Inose Project 10.15.2014	DVC000804-DVC000817
	287.	Email from Daniel Merritt to Diana Cerda regarding forwarding updates to Brian Lynch	DVC000818-DVC000819
	288.	Job Update for Inose Project 10.16.2014	DVC000820-DVC000834
6	289.	Job Update for Inose Project 10.20.2014	DVC000835-DVC000852
	290.	Job Update for Inose Project 10.21.2014	DVC000853-DVC000869
7	291.	Job Update for Inose Project 10.22.2014	DVC000870-DVC000886
	292.	Job Update for Inose Project 10.27.2014	DVC000887-DVC000888
8	293.	Job Update for Inose Project 10.30.2014	DVC000889-DVC000890
	294.	Job Update for Inose Project 11.06.2014	DVC000891-DVC000892
9	295.	Job Update for Inose Project 11.05.2014	DVC000893-DVC000894
	296.	Inose Residence Action Item Schedule 11.07.2014	DVC000895-DVC000900
10	297.	Job Update for Inose Project 11.07.2014	DVC000901-DVC000902
	298.	Job Update for Inose Project 11.11.2014	DVC000903-DVC000904
	299.	Email to Robert Ramirez from Will Roberts regarding Action Item List.	DVC000905
11	300.	Inose Residence Action Item Schedule 11.12.2014	DVC000906-DVC000913
	301.	Job Update for Inose Project 11.17.2014	DVC000914-DVC000915
12	302.	Inose Residence Action Item Schedule 11.18.2014	DVC000916-DVC000926
	303.	Inose Residence Action Item Schedule 11.18.2014 with Job Update for 11.18.2014	DVC000927-DVC000939
13	304.	Job Update for Inose Project 11.19.2014	DVC000940-DVC000941
	305.	Job Update for Inose Project 11.21.2014	DVC000942-DVC000943
14	306.	Job Update for Inose Project 11.25.2014	DVC000944-DVC000945
	307.	Job Update for Inose Project 12.01.2014	DVC000946-DVC000947
15	308.	Inose Residence-Action Item Schedule 12.01.2014	DVC000948-DVC000957
	309.	Job Update for Inose Project 12.03.2014	DVC000958-DVC000959
16	310.	Job Update for Inose Project 12.03.2014	DVC000960-DVC000961
	311.	Job Update for Inose Project 12.04.2014	DVC000962-DVC000963
17	312.	Job Update for Inose Project 12.05.2014	DVC000964-DVC000965
	313.	Job Update for Inose Project 12.10.2014	DVC000966-DVC000967
	314.	Job Update for Inose Project 12.11.2014	DVC000968-DVC000969
18	315.	Email From Mass Tile to DVC with Invoice 9.17.2014	DVC000970-DVC000971
	316.	Email from Luz Cruz of Republic Glass to DVC with waiver attached 11.10.2015	DVC000972- DVC000973
19	317.	Email from Walker & Zanger, Inc to DVC regarding W-9 and business license with attachments 1.27.2015	DVC000974- DVC000978
20	318.	Email Chain from Walker & Zanger, Inc. to DVC regarding glass samples. 9.21.2015	DVC000979-DVC000982
	319.	Email Chain between DVC and DSPI, Inc. with estimate attached. 09.19.2015	DVC000983-DVC000986
21	320.	Fax From DVC to DSPI with contract documents	DVC000987-DVC001004
	321.	Facsimile from Wilshire Refrigeration and Appliance, regarding 9.26.2015 service report on condition of appliances.	DVC001005-DVC001007
22	322.	Email from Lee's Heating and Cooling to DVC regarding refrigeration in Wine Cellar with estimate. 12.23.2014	DVC001008- DVC001010
23	323.	Email from Will Robert to Daniel Merritt regarding cost of Refrigeration Unit with attachment 12.23.2014	DVC001011- DVC001014
24	324.	Follow-up email from Will Robert to Daniel Merritt regarding Cost of Wine Cellar refrigeration 12.29.2014	DVC001015- DVC001018
	325.	Email from High Desert Landscaping with estimate 12.29.2014	DVC001019- DVC001020
25	326.	Email Chain between Silver State Specialists and DVC regarding Mirror Installation 9.11.2015	DVC001021- DVC001023
	327.	Email from Silver State Specialists to DVC regarding fireplace service with attachment	DVC001024- DVC001025
26	328.	Email from DVC to John Machin with invoice from Firehouse Electric 5.25.2015	DVC001026- DVC001027
	329.	Email DVC regarding Desert Oasis Pool 7.22.2015	DVC001028
27	330.	Email Chain regarding Paint Samples from Sherwin-Williams 03.05.2015	DVC001029- DVC001030
	331.	Email from Sherwin-Williams regarding paint order 3.25.2015	DVC001031- DVC001033

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332.	Email from Custom Landau regarding proposal for glass rail with attachment 2.25.2015	DVC001034- DVC001035
333.	Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015	DVC001036- DVC001037
334.	Email from West Coast Concrete with Bid attached 02.18.2015	DVC001038-DVC001042
335.	Email from West Coast Concrete to DVC regarding bid 2.26.2015	DVC001043-DVC001048
336.	Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015	DVC001049-DVC001050
337.	Email from Sunrise Service to DVC with proposal for Inose residence attached 09.18.2014	DVC001051-DVC001056
338.	Email from DVC with contract documents sent to Sunrise Service Inc. 10.23.2014	DVC001057-DVC001070
339.	Email Chain between DVC and Sunrise Services regarding approval to close up walls. 12.22.2014	DVC001071-DVC001072
340.	Email from Will Roberts to Daniel Merritt regarding plumbing extras 12.24.2014	DVC001073-DVC001074
341.	Email from Sunrise Service to DVC regarding Plumbing Fixture. 2.03.2015	DVC001075-DVC001076
342.	Email from Sunrise Services to DVC regarding change in scope of work with attachment 10.08.2015	DVC001077-DVC001078
343.	Email from Sunrise Services to DVC regarding payment for 10.08.2015 proposal 10.13.2015	DVC001079-DVC001080
344.	Email from Eagle Sentry to DVC regarding Contract Documents 10.09.2014	DVC001081-DVC001099
345.	Email from Eagle Sentry to DVC regarding attached invoice, and business license. 11.25.2014	DVC001100-DVC001105
346.	Email from DVC to Eagle Sentry regarding Approval of proposal 11.25.2014	DVC001106-DVC001115
347.	Email from Eagle Sentry to DVC regarding installing TV's 09.10.2015	DVC001116
348.	Email from Eagle Sentry to DVC regarding Change Orders 10.21.2015	DVC001117-DVC001121
349.	Emails from Daniel Merritt to Diana Cerda regarding Electrical Plans and DHE. 09.16.2014	DVC001122-DVC001127
350.	Email from DVC to Desert Home Electric (DHE) regarding approved Proposal 10.09.2014	DVC001128-DVC001129
351.	Email from DVC to DHE regarding Change Order 10.16.2014	DVC001130
352.	Email from DVC to Robert Ramirez regarding Low Voltage testing completion 12.11.2014	DVC001131-DVC001132
353.	Email from DVC to DHE regarding Electrical for Wine Cellar 12.30.2014	DVC001133-DVC001139
354.	Email Chain between DHE and DVC regarding payment 1.23.2015	DVC001140-DVC001141
355.	Email Chain between DHE and DVC regarding payment, with attachments 2.12.2015	DVC001142-DVC001143
356.	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001144-DVC001149
357.	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001150-DVC001154
358.	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001155-DVC001160
359.	Email from DVC to DHE regarding payment for Change Order, with attachment 7.09.2015	DVC001161-DVC001162
360.	Email Change from DHE to DVC regarding Job Site Meeting 07.17.2015	DVC001163
361.	Email Chain between DHE and DVC regarding Change Order requested by Rob. 10.06.2015	DVC001164
362.	Email Chain between DHE and DVC with attachment regarding Change Order requested by Rob. 10.06.2015	DVC001165-1167
363.	Email Chain between DHC and DVC regarding Change Orders and payment 10.20.2015	DVC001168-DVC001172
364.	Email from DHE to DVC regarding Three Purchase Order requests 10.13.2015.	DVC001173-DVC001178
365.	Email from DHE to DVC regarding Open Change Orders 10.21.2015	DVC001179-DVC001190
366.	Email from DHE to DVC regarding payment with Change Orders attached 11.04.2015	DVC001191-DVC001203
367.	Email from Robert Ramirez to DVC regarding Elevator repairs with invoice attached. 10.05.2015	DVC001204-DVC1207
368.	Email from Hybar to DVC regarding Inose Change Order 4.22.2015	DVC001208-DVC001209
369.	Email from Hybar to DVC regarding Invoice for Change Order 5.06.2015	DVC001210-DVC001211
370.	Email from Hybar to DVC regarding signed Change Order 7.09.2015	DVC001212-DVC001213
371.	Email from Eugene Inose to DVC regarding Driveway repair 3.27.2015	DVC001214
372.	Email from Eugene Inose to DVC regarding damages and invoice 5.04.2015	DVC001215-DVC001217
373.	Email follow up regarding damages and invoice 5.04.2015	DVC001218-DVC001219
374.	Email chain between DVC and Eugene Inose regarding material order 05.04.2015	DVC001220-DVC001221
375.	Email from Eugene Inose to DVC regarding update from DCV re Atresia Cabinets, ESP Planning, and Tuscany 05.07.2015	DVC001222-DVC001224
376.	Email from Eugene Inose to Robert Ramirez regarding perceived issues 05.09.2015	DVC001225-DVC001226
377.	Email from Eugene Inose to DVC; Tina Dyba regarding slab selection 7.29.2015	DVC001227-DVC001228
378.	Email from Eugene Inose to DVC; Summerlin tile and stone regarding slab placement with attachment 7.29.2015	DVC001229-DVC001237
379.	Email from Eugene Inose to Summerlin Tile and Stone; DVC; and Tina Dyba regarding slabs. 7.30.2015	DVC001238-DVC001240
380.	Email Chain between Eugene Inose and DVC items to be completed 09.03.2015	DVC001241-DVC001243
381.	Email from Eugene Inose to Desert Home Electric Punchlist items 09.10.2015	DVC001244
382.	Email from Eugene Inose to DVC regarding damaged faucet. 10.09.2015	DVC001245
383.	Email from Eugene Inose to DVC regarding Electric Steamer 10.09.2015	DVC001246
384.	Email from Eugene Inose to DVC regarding faucet quote, Electric Steamer and Microwave. 10.12.2015	DVC001247-DVC001249

1	385.	Email change between DVC and Eugene Inose regarding status of project 10.13.2015	DVC001250-DVC001252
	386.	Email Chain between DVC and Eugene Inose regarding outstanding contracts 10.13.2015	DVC001253-DVC001254
2	387.	Email from Eugene Inose to DVC regarding appliances 10.14.2015	DVC001255
	388.	Email from Daniel Merritt to DVC; Rob Ramirez, regarding 12.11.2015 correspondence with Eugene Inose. 12.12.2014	DVC001256-DVC001258
3	389.	Email From Daniel Merritt to Diane Cerda regarding chandeliers with photo attached. 12.17.2014	DVC001259-DVC001261
4	390.	Email from Daniel Merritt to Brian Lynch regarding voltage testing and extension for Rob Ramirez 12.18.2014	DVC001262-DVC001263
	391.	Email from Daniel Merritt to DVC regarding invoice corrections 01.15.2015	DVC001264
5	392.	Email from Daniel Merritt to DVC regarding change in Project Manager 02.10.2015	DVC001265
	393.	Email from Daniel Merritt to Eugene Inose regarding driveway repair. 03.27.2015	DVC001266-DVC001267
	394.	Email from Daniel Merritt to Eugene Inose regarding follow-up to driveway repair. 03.27.2015	DVC001268-DVC001269
6	395.	Email from Daniel Merritt to Robert Ramirez regarding flooring 05.06.2015	DVC001270
	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
7	397.	Email from Daniel Merritt to Dennis Zachary regarding follow-up of to do items. 05.15.2015	DVC001272
8	398.	Email from Daniel Merritt to Rachelle Elliston regarding to do's at Inose project. 07.14.2015	DVC001273
	399.	Email from Daniel Merritt to Eugene Inose regarding grout 07.16.2016	DVC001274-DVC001276
9	400.	Email from Daniel Merritt to various subcontractors regarding Job Site meeting 7.16.2015	DVC001277
	401.	Email from Daniel Merritt to Eugene Inose regarding change orders, upgrades, limits of insurance, with attachments. 08.25.2015	DVC001278-DVC001289
10	402.	Chain email between Daniel Merritt; Eagle Sentry; Robert Ramirez, regarding change orders. 10.05.2015	DVC001291-DVC001295
11	403.	Email from Daniel Merritt to Rachelle Elliston regarding wallpaper. 10.13.2015	DVC001296
	404.	Email from Daniel Merritt to Dennis Zachary regarding unpaid upgrades and opinion of future of project. 10.13.2015	DVC001297-DVC001299
12	405.	Email from Daniel Merritt to Rob Ramirez; Eugene Inose and various subcontractors. 10.13.2015	DVC001300-DVC001302
13	406.	Email from Diana Cerda to Various Subcontractors regarding Document requests 10.20.2014	DVC001303-DVC001304
	407.	Email from Will Robert to Robert Ramirez; DVC regarding light switches. 11.17.2014	DVC001305-DVC001318
14	408.	Email from Will Robert to Robert Ramirez; DVC regarding action items 11.18.2014	DVC001319
	409.	Email chain between DVC and Robert Ramirez regarding damage caused by Sunrise 11.20.2014	DVC001320-DVC001322
	410.	Email from Will Robert to DVC regarding Light Fixtures 12.01.2014	DVC001323-DVC001325
15	411.	Email from Will Robert to Rob Ramirez; DVC regarding Insulation and low voltage testing. 12.12.2014	DVC001326
16	412.	Email from Will Robert to Robert Ramirez regarding Bathroom Policy 12.18.2014	DVC001327-DVC001329
	413.	Email from Will Robert to Jill Weiner; DVC regarding status of Inose residence. 12.18.2014	DVC001330
17	414.	Home Depot Email Confirmation 7.29.2015	DVC001331-DVC001333
	415.	Email from Rachelle Elliston to self re job notes 08.26.2015	DVC001334
18	416.	Email from Robert Ramirez to DVC regarding updates 9.19.2014	DVC001335
	417.	Email from Robert Ramirez to DVC regarding Inose update 9.22.2014	DVC001336
	418.	Email from Robert Ramirez to DVC regarding checks 10.02.2014	DVC001337
19	419.	Email from Robert Ramirez to DVC regarding Inose Update 10.10.2014	DVC001338
	420.	Email from Robert Ramirez to DVC regarding DVC Application 10.21.2014	DVC001339-DVC001343
20	421.	Email from Robert Ramirez to DVC regarding corrected time cards. 10.22.2014	DVC001344-DVC001354
	422.	Email from Robert Ramirez to DVC regarding hours. 10.23.2014	DVC001355-DVC001356
21	423.	Email to Robert Ramirez to DVC regarding time card issues 10.29.2014.	DVC001357-DVC001370
	424.	Email from Robert Ramirez to DVC regarding signed subcontractor agreements. 11.05.2014	DVC001371-DVC001372
22	425.	Email to Robert Ramirez to DVC regarding subcontracts 11.23.2014	DVC001373
	426.	Email from Robert Ramirez to DVC regarding Plumbing Fixture 01.26.2015	DVC001374-DVC001375
	427.	Email from Robert Ramirez to DVC regarding timesheets 3.04.2015	DVC001376-DVC001377
23	428.	Email from Robert Ramirez to DVC regarding timesheets 2.26.2015	DVC001378-DVC001379
	429.	Email from Robert Ramirez to DVC regarding On-Site Meeting 03.05.2015	DVC001380
24	430.	Email from Robert Ramirez to DVC regarding timesheets 3.19.2015	DVC001381-DVC001382
	431.	Email from Robert Ramirez to DVC regarding Paint selection 03.27.2015	DVC001383
25	432.	Email from Robert Ramirez to DVC regarding Specifications for Electric Mirrors 04.21.2015	DVC001384-DVC001386
	433.	Email Chain between Robert Ramirez; DVC; Tina Dyba regarding insurance and mirror bathrooms. 04.29.2015	DVC001387-DVC001393
26	434.	Email from Robert Ramirez to Tina Dyba regarding mirror measurements 4.29.2015	DVC001394-DVC001396
27	435.	Email from Robert Ramirez to Tina Dyba; DVC regarding painters. 05.05.2015	DVC001397
	436.	Email from Robert Ramirez to DVC re Flooring Encounters estimate 05.06.2015	DVC001398-DVC001399

1	437.	Email from Robert Ramirez to DVC re Time Card 05.13.2015	DVC001400-DVC001401
	438.	Email Chain between Robert Ramirez; DVC; Tina Dyba regarding gym colors. 05.19.2015	DVC001402-DVC001403
2	439.	Email from Robert Ramirez to DVC re Time Card 05.28.2015	DVC001404-DVC001405
	440.	Email Chain between Eugene Inose; DVC; Robert Ramirez regarding elevator and other items at Inose Residence 09.03.2015	DVC001406-DVC001407
3	441.	Email from Robert Ramirez to DVC; Eugene Inose regarding remaining to do's at Inose Residence 10.09.2015	DVC001408-DVC001410
4	442.	Email from Diana DVC; Michael Darling re LWG Consulting 9.22.2014	DVC001411
	443.	Email from Diana Cerda to John Machin of JS Held regarding Inose Bids. 9.26.2014	DVC001412-DVC001439
5	444.	Email from Diana Cerda to Brian Lynch: John Machin; and Robert Ramirez regarding Invoice. 10.02.2014	DVC001440-DVC001441
6	445.	Email Chain between Diana Cerda; Nick Jannetto; Brian Lynch: regarding revised proposal 10.30.2014	DVC001442-DVC001444
	446.	Email from Diana Cerda; DVC; Nick Jannetto; Brian Lynch: regarding revising bids 11.11.2014	DVC001445-DVC001447
7	447.	Email from Will Robert to Nick Jannetto regarding review of Bids. 11.17.2014	DVC001448-DVC001449
	448.	Email from Diana Cerda to Nick Jannetto regarding Sunrise 11.25.2014	DVC001450-DVC001452
8	449.	Email from Diana Cerda to Brian Lynch regarding Sunrise with correspondence 11.25.2014	DVC001453-DVC001455
	450.	Email from Diana Cerda to Brian Lynch regarding revised bids. 11.25.2014	DVC001456-DVC001457
9	451.	Email from Daniel Merritt to John Machin; Brian Lynch regarding salary for Robert Ramirez with attachment 11.25.2014	DVC001457-DVC001465
10	452.	Email from Daniel Merritt to John Machin; Brian Lynch regarding supplement for Robert Ramirez. 11.25.2014	DVC001466-DVC001467
	453.	Email from Diana Cerda to Nick Jannetto; Brian Lynch; DVC regarding Chandeliers. 12.01.2014	DVC001468-DVC001473
11	454.	Email Chain between DVC; Brian Lynch; regarding supplemental time for Robert Ramirez with invoice.	DVC001474-DVC001477
12	455.	Email from Daniel Merritt to Brian Lynch; John Machin; regarding Final Bid 01.12.2015	DVC001478-DVC001556
	456.	Email from John Machin to Daniel Merritt regarding bid. 01.19.2015	DVC001557-DVC001559
13	457.	Email from Diana Cerda to Rachelle Eliston regarding site meeting 02.26.2015	DVC001560
	458.	Email from Brian Lynch to Rachelle Eliston regarding site meeting. 03.04.2015	DVC001561
14	459.	Email from John Machin to Rachelle Elison regarding site meeting 03.04.2015	DVC001562-DVC001563
	460.	Email from Brian Lynch to Rachelle Eliston regarding site meeting 03.05.2015	DVC001564-DVC001565
	461.	Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015	DVC001566-DVC001567
15	462.	Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015	DVC001568-DVC001569
	463.	Email from Daniel Merritt to John Machin; Brian Lynch regarding revised bid. 04.15.2015	DVC001570-DVC001571
16	464.	Email from Daniel Merritt to Brian Lynch regarding Driveway 04.15.2015	DVC001572
	465.	Email from Brian Lynch to Daniel Merritt regarding Driveway 04.15.2015	DVC001573-DVC001574
17	466.	Email from Daniel Merritt to Brian Lynch regarding Tile Bid 04.30.2015	DVC001575-DVC001580
	467.	04.27.2015 Bid.	DVC001581-DVC001648
18	468.	Email from Daniel Merritt to Monica Vaughn(Tuscany Collection) regarding flooring 02.09.2015	DVC001649
	469.	Email from Lori Barnett (Tuscany Collection) to DVC regarding Business License; W-9; Insurance; Sales Order. 2.10.2015	DVC001650-DVC001654
19	470.	Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015	DVC001655-DVC001657
	471.	Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015	DVC001658-DVC001660
20	472.	Email from Robert Ramirez to DVC regarding flooring. 2.25.2015	DVC001661
	473.	Email from Daniel Merritt to Eugene Inose; Robert Ramirez regarding tile change order. 04.30.2015	DVC001662
21	474.	Email chain between Eugene Inose; DVC; and Tuscany Collection regarding changing tile order. 05.05.2015	DVC001663-DVC001664
22	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
23	476.	Email from John Bowden with latest information regarding shipment.	DVC001691-DVC001694
	477.	Email from Daniel Merritt to Tuscany Collection requesting compensation as a result of delay. 05.29.2015	DVC001695-DVC001696
24	478.	Email from Daniel Merritt to Tuscany Collection requesting update. 06.01.2015	DVC001697-DVC001698
25	479.	Email from Tuscany Collection to Daniel Merritt with update. 06.01.2015	DVC001699-DVC001701
	480.	Email from Tuscany Collection to Daniel Merritt regarding second container; request for payment 06.02.2015	DVC001702-DVC001704
26	481.	Email chain between Tuscany Collection and DVC regarding payment and additional slabs on order. 06.02.2015	DVC001705-DVC1709
27	482.	Email from Tuscany Collection with revised invoice attached. 06.02.2015	DVC001710-DVC001715

1	483.	Email from Tuscany Collection to DVC regarding payment. 06.08.2015	DVC001716-DVC001721
	484.	Email from Tuscany Collection to DVC regarding full payment for invoice 10775B 09.17.2015	DVC001722-DVC1724
2	485.	Email from Troy Williams (Artesia) to DVC regarding meeting with Tina Dyba and Eugene Inose. 11.26.2014	DVC001725-DVC001726
	486.	Email from Artesia to DVC regarding invoice with attachment. 05.12.2015	DVC001727-DVC001732
3	487.	Email from Daniel Merritt to Artesia regarding change orders and increase in cost. 05.17.2015	DVC001733-DVC001734
4	488.	Email from Daniel Merritt to Artesia regarding approval for change order and payment. 06.12.2016	DVC001735
	489.	Email from Daniel Merritt to DVC regarding Artesia and coordination with DHE. 06.22.2015	DVC001736
5	490.	Email from Artesia to DVC regarding updated invoices. 07.07.2015	DVC001737-DVC001744
	491.	Email from Artesia to DVC regarding updated Invoices follow-up. 07.07.2016	DVC001745-DVC001746
6	492.	Email Chain between DVC; Eugene Inose; Artesia regarding proposal for theater cabinets; pool bath shelves, with invoice attached. 10.16.2015	DVC001747-DVC001752
	493.	Email from DVC to Artesia requesting all open change orders 10.20.2015	DVC001753-DVC001754
7	494.	Email from Nick Jannetto to DVC regarding Efficient Space Planning's Invoice. 11.13.2014	DVC001755-DVC001757
	495.	Email from Efficient Space Planning regarding change order 07.09.2015	DVC001758-DVC001759
8	496.	Email from Summit Tile to Eugene Inose regarding slab selections. 07.30.2015	DVC001760-DVC001768
	497.	Email from Summit Tile to DVC with invoice attached. 09.21.2015	DVC001769-DVC001770
9	498.	Email from Summit Tile to DVC with invoice included 06.16.2015	DVC001771-DVC001772
	499.	Email from Summit Tile to DVC with invoice 07.07.2015	DVC001773-DVC001774
10	500.	Fax from Summit Tile to DVC with Invoice 09.21.2015	DVC001775-DVC001777
	501.	Email from Summit Tile to DVC with Invoice attached 11.20.2015	DVC001778-DVC001781
	502.	Email from Ryan Briggs (Arx) to DVC with repair recommendations for review. 09.23.2014	DVC001782-DVC001786
11	503.	Email from Ryan Briggs to DVC with revision to repair recommendation. 09.24.2014	DVC001787-DVC001793
	504.	Email from DVC to John Machin regarding Arx Report; Electrical Plans. 09.26.2014.	DVC001794-DVC001808
12	505.	Email from Arx to DVC regarding invoice. 10.02.2014	DVC001809-DVC001812
	506.	Email from Arx to DVC regarding invoice and bid. 10.02.2014	DVC001813-DVC001815
13	507.	Email follow-up from Arx to DVC regarding invoice and bid. 10.02.2014	DVC001816-DVC001819
	508.	Email from Arx to DVC regarding final payment waiver and release. 10.16.2014.	DVC001820-DVC001824
14	509.	Email Chain between Diva Concepts; DVC; Eugene Inose; Robert Ramirez regarding subcontractor agreements. 11.05.2014	DVC001825
	510.	Email from Will Roberts to Tina Dyba (Diva Concepts) regarding budget. 11.17.2014	DVC001826
15	511.	Email from Milene Koblasa at Ferguson regarding Price Quote. 02.23.2015	DVC001827-DVC001832
	512.	Email from Daniel Merritt to Tina Dyba regarding Inose meeting. 03.05.2015	DVC001833-DVC001834
16	513.	Email from Milene Koblasa with revised Price Quote. 03.05.2015	DVC001835-DVC001837
	514.	Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez; Milene Koblasa; regarding quote for plumbing fixtures. 03.09.2015	DVC001838-DVC001840
17	515.	Email from Tina Dyba to Eugene Inose regarding correction to Price Quote. 03.09.2015	DVC001841-DVC001843
	516.	Email from Milene Koblasa to DVC regarding updated Price Quote 03.09.20.15	DVC001844-DVC001845
18	517.	Email from Tina Dyba to Robert Ramirez regarding ordering valves 03.09.2015	DVC001846-DVC001847
	518.	Email from Tina Dyba to DVC regarding Action Items and trip to Los Angeles. 03.09.2015	DVC001848-DVC001857
19	519.	Email from Daniel Merritt to Tina Dyba regarding fabric estimates 03.16.2015	DVC001858-DVC001859
	520.	Email from Daniel Merritt to Tina Dyba regarding Contact information for Enservio 03.16.2015	DVC001860-DVC001861
20	521.	Email Chain between DVC and Tina Dyba regarding Fabric Estimate with attachment. 03.16.2015	DVC001862-DVC001865
21	522.	Email from Tina Dyba to DVC regarding light fixtures 03.26.2015	DVC001866
	523.	Email from DVC to Tina Dyba; Eugene Inose regarding fabric swath and insurance approval. 04.16.2015	DVC001867
22	524.	Email from Tina Dyba regarding tile layout and color board. 04.21.2015	DVC001868-DVC001904
	525.	Email from Tina Dyba to Milene Koblasa regarding Electric Mirrors. 04.22.2015	DVC001905-DVC001909
23	526.	Email from Tina Dyba to Daniel Merritt regarding custom mirrors 4.23.2015	DVC001910-DVC001915
	527.	Email from Tina Dyba to Rachelle Elliston regarding Inose Fabric Invoice. 04.23.2016	DVC001916-DVC001917
24	528.	Email from Tina Dyba to Rachelle Elliston regarding invoice corrections 04.24.2015.	DVC001918-DVC001920
	529.	Email from Tina Dyba to Rachelle Elliston with additional invoice. 04.24.2015	DVC001921-DVC001922
25	530.	Email from Daniel Merritt to Rachelle Elliston; Tina Dyba regarding Change Order, insurance approval, and travel expenses. 05.12.2015	DVC001923-DVC001924
26	531.	Email from Milene Koblasa to Robert Ramirez regarding Faucet selection 05.15.2015	DVC001925-DVC001930
	532.	Email from Tina Dyba to Robert Ramirez regarding Wall Covering 05.18.2015	DVC001931
27	533.	Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez regarding slab countertops. 06.04.2015	DVC001932-DVC001939

534.	Email from Daniel Merritt to Tina Dyba; Rachelle Elliston; Robert Ramirez regarding tile installation. 06.04.2015	DVC001940-DVC001942
535.	Email from Tina Dyba to Daniel Merritt regarding Bidet for Master Bathroom. 06.25.2015	DVC001943-DVC001945
536.	Email from Tina Dyba to Daniel Merritt regarding wall covering 06.29.2015	DVC001946
537.	Email from Tina Dyba to Daniel Merritt regarding Invoices with attachment 7.07.2015	DVC001947-DVC001951
538.	Email from Tina Dyba to DVC regarding account balance. 07.13.2015	DVC001952-DVC001953
539.	Email from Daniel Merritt to DVC regarding Statement for Diva Interior Concepts 07.13.2015	DVC001954-DVC001955
540.	Email Chain between DVC and Ferguson regarding payment 07.14.2015	DVC001956-DVC001958
541.	Email from Milene Koblasa and DVC regarding receipt of payment 07.20.2015	DVC001959-DVC001960
542.	Email from Melisa Wyatt (Ferguson) to DVC with credit card receipt. 07.22.2015	DVC001961-DVC001963
543.	Email from Tina Dyba to DVC regarding Mirror Specifications 08.05.2015	DVC001964-DVC001968
544.	Email from Milene Koblasa to Rachelle Elliston regarding faucet order. 09.08.2015	DVC001969
545.	Email from Tina Dyba to Rachelle Elliston regarding Inose site meeting. 10.13.2015	DVC001970-DVC001971
546.	Photos taken by ServePro of Henderson-Date Unknown	DVC001971-2017
547.	Photos taken by ServePro of Henderson-Date Unknown	DVC002018-2067
548.	Photos taken by ServePro of Henderson-Date Unknown	DVC002068-2093
549.	Photos taken by ServePro of Henderson showing water damage-Date Unknown	DVC002094-2128
550.	Photos taken by ServePro of Henderson Date Unknown	DVC002129-2139
551.	Photos taken by ServePro of Henderson Date Unknown	DVC002140-2257
552.	Photos taken by Desert Valley Contracting 08/14/2014	DVC002285-2329
553.	Photos taken by Desert Valley Contracting-water damage. Date Unknown	DVC002330-2399
554.	Photos taken by Desert Valley Contracting. Wine Room. Date Unknown.	DVC002400-2407

PLAINTIFF/COUNTER-DEFENDANT incorporates each and every document produced by all parties hereto as set forth within.

Dated this 14 day of September 2018.

HURTIK LAW & ASSOCIATES


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Attorneys for Plaintiffs/Counter-Defendants,
DESERT VALLEY CONTRACTING, INC.;

CERTIFICATE OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, NANCY RAMIREZ, 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 7866 West Sahara Avenue, Las Vegas, Nevada 89117.

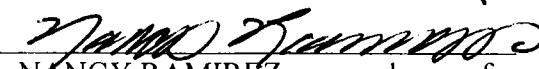
Pursuant to NRCP 5(b) and EDCR 7.26, I hereby certify that on September 14, 2018, I served a true and correct copy of the foregoing document described as **PLAINTIFF/COUNTER-DEFENDANT, DESERT VALLEY CONTRACTING, INC.'S PRETRIAL DISCLOSURES** on the party listed below:

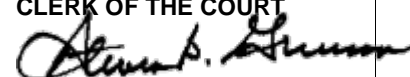
BRIAN W. BOSCHKE, ESQ. (NBN 7612)
WILLIAM N. MILLER, ESQ. (NBN 11658)
HOLLEY, DRIGGS, WALCH, FINE, WRAY, PUZEY & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101

☒ **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 Wiznet, pursuant to EDCR 8.05, to the electronic mail address as last given by that person on any 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. A confirmation of the transmission containing the electronic mail address(es) to which the document(s) was/were transmitted will be maintained with the document(s) served.

I declare under penalty of perjury that the foregoing is true and correct.
Executed at Las Vegas, Nevada on September 14, 2018


NANCY RAMIREZ, an employee of
HURTIK LAW & ASSOCIATES



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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 TRIAL BRIEF**

Trial Dates: April 8-10, 2019

Pursuant to EDCR 7.27, Defendant IN-LO PROPERTIES ("In-Lo") and
Defendant/Counterclaimant EUGENE INOSE ("Inose" and collectively, "Defendants"), by and
through their undersigned counsel of record, Brian W. Boschée, Esq. and Sean E. Story, Esq. of
the law firm of Holley Driggs Walch Fine Puzey Stein & Thompson, hereby submits their Trial

Brief for consideration by the Court. This Trial Brief is supported by the Memorandum of Points and Authorities set forth below, the papers and pleadings on file herein, and such argument, testimony, and evidence as will be presented at the upcoming trial on this matter.

Dated this 4th day of April, 2019.

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

/s/ Sean E. Story

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This dispute arises as a result of remediation and restoration work that was to be performed by Plaintiff and Counterdefendant Desert Valley Contracting, Inc. (“Desert Valley”) after severe flood damage had occurred at Inose’s high-end residential property located at 587 St. Croix Street, Henderson, Nevada 89012 (the “Property”). Inose initially contacted ServPro to conduct the remediation and removal of the excess water. Thereafter, ServPro referred Inose to Desert Valley under the guise that Desert Valley was a general contractor equipped for and experienced with high-end residential property restoration such as Inose’s Property. Although it was not disclosed to Inose at the time, Inose later learned that ServPro and Desert Valley are, in effect, under the same control and ownership. Thus, the “referral” was, in a nutshell, misleading.

At the time unaware of the tainted referral, Inose retained Desert Valley as the general contractor to effectuate the restoration of his Property and to coordinate with Inose’s insurance company to ensure that the appropriate amount of insurance proceeds was earmarked for the project. On or about August 24, 2014, Desert Valley and Inose entered into a Work Authorization

1 and Contract to Perform (the "Contract"). Pursuant to the Contract, Desert Valley was obligated
2 to repair the Property and return it to its original condition and to perform its work in a good and
3 workmanlike manner. Desert Valley worked for a minimum of one entire week assessing the
4 Property and coordinating with subcontractors and with Inose's insurance company, Fireman's
5 Fund, in order to compile its estimate of the cost to complete the restoration. Pursuant to the
6 Contract, Desert Valley further agreed to perform the work for the total amount of insurance
7 proceeds being provided by Inose's insurance company (the "Insurance Proceeds"), absent express
8 written authorization for additional amounts. The contract expressly provides that if any work in
9 addition to the scope of work was to be performed on the Property, all such requests for additional
10 work must be in writing.

11 Shortly after entering into the Contract, Desert Valley begin performing work on the
12 Property and, around the same time, represented to Inose that the work on the Property would take
13 approximately eight (8) months and was anticipated to be completed by April 2015. As the
14 evidence will show at trial, Desert Valley failed to complete the job, failed to ensure that work was
15 completed in a good and workmanlike manner, caused additional damage to the Property unrelated
16 to the flood damage (and charged the repairs of said damage to Inose's insurance claim), authorized
17 changes to the scope of work without preparing or providing written change orders
18 (notwithstanding a provision in the agreement that such changes must be in writing), failed to
19 provide adequate supervision as a general contractor, failed at times to lock the doors to the
20 Property after work was completed for the day (necessitating the hiring by Inose of a third-party
21 to monitor the security on the Property), and failed to keep the jobsite reasonably clean as would
22 be expected with a residential property. Further, at all times relevant, Desert Valley was working
23 directly with and was in direct communication with Inose's insurance company, the Fireman's
24 Fund, to establish a total cost for the job and the appropriate amount that should be tendered by
25 insurance (the "Insurance Proceeds") to complete the restoration of the Property. Desert Valley
26 consistently represented to Inose that the job would be completed within the confines of the
27 Insurance Proceeds and that it would coordinate with the Fireman's Fund to ensure that this was
28 the case.

1 The Court will hear testimony at trial from Desert Valley's own supervisor on the job,
2 Robert Ramirez, of the many things that Desert Valley simply failed to do as a general contractor
3 on the job. Specifically, it will be established that there were many ways in which Desert Valley
4 failed to adequately supervise the job and failed to ensure that the project was completed in an
5 efficient and timely manner. The Court will also hear from several of the subcontractors on the
6 job who will confirm that they provided written change orders to Desert Valley prior to July 2015
7 and received approval for each directly from Daniel Merritt ("Daniel"). It will also be established
8 that many of these subcontractors were still owed money when Desert Valley left the project,
9 which they were ultimately able to recover from Inose.

10 Notwithstanding Desert Valley's purported experience and expertise in handling insurance
11 claims of this magnitude, at various times throughout the course of the project, Desert Valley
12 identified to Inose certain costs that could be absorbed from one area of the home in order to make
13 up for a change to another. All of this was done verbally between Desert Valley's estimator and
14 point of contact for Inose, Daniel. In effect, without reducing anything to writing and without
15 notifying Fireman's Fund that it was making such changes, Desert Valley effectively attempted to
16 pull money from areas in which it could cut corners in order to make certain changes to the scope
17 of the work. Consistently and regularly, Daniel indicated to Inose that they would be able to make
18 up for these changes elsewhere and that this would not affect the ability of Desert Valley to
19 complete the project within the confines of the Insurance Proceeds. Having no contracting
20 experience, and taking into account that Desert Valley was at all times working with Fireman's
21 Fund to negotiate the total amount of Insurance Proceeds, Inose followed and relied on Desert
22 Valley's representations.

23 Evidence will show that Daniel emailed Fireman's Fund on June 5, 2015 and stated that
24 the final estimate was at the "agreed contract amount with no needed change orders, and no more
25 change orders from all of the subcontractors which have submitted their bids." The total amount
26 of Insurance Proceeds negotiated between Desert Valley and Fireman's Fund ultimately amounted
27 to \$1,314,470.68. Desert Valley further represented to Fireman's Fund within its June 5, 2015
28 email that, "we will be able to complete the project for this amount." The evidence will further

1 show that in early July 2015, Desert Valley presented Inose with an Unconditional Waiver and
2 Release on Progress Payment which included a signed notation that there are “No change orders
3 as of 07/03/2015.” Inose later learned and subcontractors from the job will testify at trial that they
4 had regularly been presenting Desert Valley with change orders well before July 2015. It is
5 therefore apparent that, consistent with its approach on this project, Desert Valley simply intended
6 to try to bury and “make up” for these costs in other areas. It was also later learned and will be
7 shown that, at various intervals during the project, Desert Valley and/or the subcontractors for
8 which it was responsible, caused damage to other areas and thereafter including the repair costs as
9 part of its claimed cost to complete the job, further compounding its issues with cost overruns.

10 The evidence will show that after confirming with Inose that there were no change orders
11 on the job as late as July 3, 2015, Desert Valley directed Inose to close out the insurance claim
12 with Fireman’s Fund and, in reliance on Desert Valley’s direction, Inose did so. The evidence will
13 show that, thereafter, on August 25, 2015, Desert Valley emailed Inose and in summary form
14 represented to Inose that it had previously approved in excess of \$125,000.00 in change orders
15 from subcontractors and was demanding payment from Inose for this amount. Notably, as will be
16 shown, most, if not all, of the change orders summarized in Desert Valley’s August 25, 2015 email
17 were dated prior to May 2015 when Desert Valley had represented to both Fireman’s Fund and
18 Inose that there were no unaccounted-for change orders. The written change orders for which
19 Desert Valley was now seeking payment directly from Inose had been unilaterally approved by
20 Desert Valley and had never been presented to or approved by Inose. These were apparently costs
21 that Desert Valley had mistakenly believed back in May and June 2015 that it could simply bury
22 elsewhere.

23 The evidence will show that when Inose reasonably and responsibly refused to pay these
24 additional amounts which he had not approved without further explanation and understanding, the
25 initial stages of this dispute arose, with Desert Valley ultimately ceasing work on the Property
26 prior to its completion. The evidence will show that Desert Valley thereafter notified the
27 subcontractors on the job in writing that they were not to continue work on the Property. With his
28 home in disarray, including missing doors and incomplete floors, Inose was thereafter left with no

1 option but to negotiate with many of the subcontractors directly to ensure that the subcontractors
2 would not lien his Property and to ensure completion of the restoration of his home, work that
3 Desert Valley was responsible for ensuring was completed and for which Desert Valley had
4 already been paid. The evidence will show that Inose ultimately paid directly to third parties the
5 total amount of \$256,481.46 to effectuate completion of the restoration of his home, money which
6 Desert Valley should have been paying to the subcontractors it had retained to complete the job.

7 It will further be shown that on November 24, 2015, Desert Valley forwarded to Inose an
8 email it had sent the day before to its counsel articulating what it alleges were the differences on
9 the project between the estimates from subcontractors and the actual costs, with the differences for
10 these cost overruns calculated. In total, Desert Valley asserted a difference of \$125,763.26
11 between its estimated and actual costs. Notably, as will be shown, this total includes work done
12 to repair damage caused by either Desert Valley or subcontractors which it was retained to oversee
13 including, but not limited to, the restoration of the driveway that had been damaged during the
14 completion of the project. The calculated difference also includes \$27,740.00 for Desert Valley
15 to have its “burden applied” to the payroll of one of its employees simply because it “was not
16 approved by the insurance company and [Desert Valley] would like to recoup this amount.” This
17 is also included, notwithstanding the fact that Desert Valley had been operating under a 10/10 basis
18 pursuant to which ten percent of the total job was to be included for overhead and should include
19 employee salaries and benefits.

20 As discussed in more detail below, Desert Valley failed to provide a damages computation
21 pursuant to NRCP 16.1 which, by virtue of the self-executing sanction of NRCP 37, should prevent
22 Desert Valley from presenting any evidence of damages at trial. To the extent the Court overlooks
23 this fatal flaw in Desert Valley’s position, Desert Valley asserted in response to an interrogatory
24 that it was paid \$1,125,743.72, but was entitled to \$1,214,941.30, resulting in damages in the
25 amount of \$89,197.58. To the extent the Court accepts Desert Valley’s inclusion of this
26 information provided solely in response to an interrogatory served pursuant to NRCP 33 and not
27 otherwise included in any NRCP 16.1 disclosures, Desert Valley should be limited to this
28 computation of damages amount of \$89,197.58. Even coupling this total with the amount of cost

1 overruns alleged in an August 23, 2015 email forwarded by Desert Valley to Inose, a total of
2 \$125,763.26 (which would represent Desert Valley's absolute best day in Court), this total amount
3 of \$214,960.84 that Desert Valley alleges to be owed for completing the project (which it did not
4 do) still falls short of the \$256,481.46 that Inose paid out of his own pocket directly to third parties
5 to complete the work for which Desert Valley was paid and to avoid having liens placed on his
6 Property. Thus, as will be established at trial, the very least that Inose would be entitled to is the
7 difference of \$41,520.62.

8 However, in light of the self-executing sanction of NRCP 37 for Desert Valley's failure to
9 disclose a damages computation pursuant to NRCP 16.1, as well as the fact that Inose was
10 compelled to pay third parties for work that Desert Valley failed to complete, Inose should recover
11 damages after trial in the total amount of the \$256,481.46 that he paid to third parties.

12 **A. Desert Valley's Asserted Causes of Action**

13 **1. Breach of Contract**

14 Desert Valley has asserted a claim for breach of contract against Inose. However, as will
15 be shown at trial, Desert Valley cannot satisfy the required elements to support a cause of action
16 for breach of contract. In Nevada, in order to make a prima facie showing of a cause of action for
17 breach of contract, a Plaintiff must establish the following elements: 1) a valid contract;
18 2) Defendant's breached the contract or failed to render performance when due; 3) Defendant's
19 breach or failure of performance was unexcused; 4) All conditions precedent to Defendant's duty
20 to perform were fulfilled by plaintiff or were excused; 5) Plaintiff was damaged by the breach; 6)
21 Causation and damages were a foreseeable consequence of a particular breach. *See Cohen-Breen*
22 *v. Gray Tel. Grp., Inc.*, 661 F. Supp. 2d 1158, 1171 (D. Nev. 2009); *see also Clark Cnty. School*
23 *Dist. v. Richardson Constr., Inc.*, 123 Nev. 382, 168 P.3d 87 (2007); *May v. Anderson*, 19 P.3d
24 1254, 1257 (Nev. 2005).

25 As the evidence will show at trial, Desert Valley cannot satisfy the required elements to
26 succeed on a claim for breach of contract. First, it will be shown at trial that any alleged breach
27 on the part of Inose, if any, occurred after Desert Valley had substantially and materially breached
28 its own material obligations under the Contract. Desert Valley failed to complete the renovation

1 of the Property, failed to provide adequate supervision as the general contractor on the project,
2 made misrepresentations to both Inose and Fireman's Fund regarding its cost to complete and the
3 purported lack of change orders, and caused damage to the Property, then subsequently charged as
4 part of the restoration its cost to repair the damage it caused. This would prevent Desert Valley
5 from establishing elements two, three, and four of a cause of action for breach of contract. Second,
6 as the evidence will show, Desert Valley was paid for the work it completed and, in fact, failed to
7 complete the entirety of the work for which it was paid. Desert Valley therefore will not be able
8 to establish that it was damaged by any actions of Inose. Lastly, it will be shown that even if
9 Desert Valley had sustained damages, it cannot be shown that such damages were caused by any
10 foreseeable consequence of the actions of Inose.

11 **2. Breach of the Implied Covenant of Good Faith and Fair Dealing**

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

19 As the evidence will show, not only did Desert Valley breach many of its obligations under
20 the Contract, but Inose performed at all times up to and through Desert Valley's several breaches
21 in a manner consistent with the purpose of the Agreement. In fact, Inose's primary obligation
22 under the Contract was payment, which was an issue that was coordinated between Desert Valley
23 and Fireman's Fund based on Desert Valley's estimates of costs and management of the project.
24 Desert Valley's justified expectations should have been to receive payment for all work performed
25 in completing the project. In reality, as the evidence will show, Inose was ultimately compelled
26 to pay many of the subcontractors directly after Desert Valley left the job prior to its completion,
27 notwithstanding its coordination with and closing out of the insurance claim with Fireman's Fund.
28 Thus, if anything, Desert Valley's justified expectations should be considered exceeded.

Further, as will be discussed in more detail below, Desert Valley failed to live up to its own implied covenant of good faith and fair dealing. Desert Valley caused damage which it then incorporated into its costs, obtained change orders from subcontractors and approved them without presenting them to Inose for approval, represented as late as July 2015 that there were no change orders (notwithstanding the fact that it had been consistently receiving change orders from subcontractors), represented to Inose that any changes could be made up through concessions elsewhere on the Property, failed to lock the Property and keep it safe at all times, and failed generally to provide adequate supervision of the subcontractors on the job.

3. Unjust Enrichment

Desert Valley has asserted a claim for unjust enrichment against Inose. 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). “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). However, 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).

The evidence will show that Desert Valley received payment for the work it performed and, further, that after Desert Valley left the job uncompleted, Inose was required to pay certain subcontractors to complete work for which Desert Valley had been paid. Desert Valley coordinated directly with Fireman’s Fund to negotiate the total amount of Insurance Proceeds that

1 would satisfy the payment for the work to Desert Valley, which also was to include profit and
2 overhead. In sum, Desert Valley failed to complete the job for which it claims it is due and owing
3 money and has claimed that it is owed certain labor costs, notwithstanding that this job was to
4 include overhead built in as ten percent of the total. Accordingly, Desert Valley will not be able
5 to establish any benefit which it conferred upon Inose for which it was not compensated.
6 Moreover, to the extent it is shown that the Contract is valid and enforceable, Desert Valley cannot
7 also proceed on a claim for unjust enrichment as the work conducted by Desert Valley was within
8 the scope of what Inose had contracted for.

9 **4. Intentional Interference with Contract**

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

19 Here the evidence will show that Desert Valley left the project and that Inose was
20 ultimately compelled to pay certain subcontractors directly in an effort to get the restoration of his
21 Property completed. Desert Valley will not be able to establish that Inose committed any
22 intentional acts intended or designed to disrupt the contractual relationship between Desert Valley
23 and the subcontractors. Nor will Desert Valley be able to establish that any actions by Inose in
24 this regard were either wrongful or unjustified. Desert Valley will further be unable to establish
25 that any disruption in its contracts with the subcontractors was caused by anything other than
26 Desert Valley's own actions in walking off the job. At the time that Inose began dealing directly
27 with the subcontractors to effectuate completion of the restoration, Desert Valley had already left
28 the job and had instructed the subcontractors to cease completion of their work. Thus, Desert

1 Valley will not be able to establish elements three through six of a cause of action for intentional
2 interference with contractual relations.

3 Perhaps most telling, even if Desert Valley could establish the necessary elements for a
4 cause of action of intentional interference with contractual relations, in what way would Desert
5 Valley have been damaged. If anything, Inose's actions in paying the subcontractors the remaining
6 amounts they were owed fulfilled contractual obligations on behalf of Desert Valley.

7 **B. Inose's Asserted Causes of Action**

8 **1. Breach of Contract**

9 As discussed above, a valid claim for breach of contract requires a showing of the
10 following: 1) a valid contract; 2) Defendant's breached the contract or failed to render performance
11 when due; 3) Defendant's breach or failure of performance was unexcused; 4) All conditions
12 precedent to Defendant's duty to perform were fulfilled by Plaintiff or were excused; 5) Plaintiff
13 was damaged by the breach; 6) Causation and damages were a foreseeable consequence of a
14 particular breach. *See Cohen-Breen v. Gray Tel. Grp., Inc.*, 661 F. Supp. 2d 1158, 1171 (D. Nev.
15 2009); *see also Clark Cnty. School Dist. v. Richardson Constr., Inc.*, 123 Nev. 382, 168 P.3d 87
16 (2007); *May v. Anderson*, 19 P.3d 1254, 1257 (Nev. 2005).

17 It is largely undisputed that Inose and Desert Valley entered into the Contract on or around
18 August 24, 2014, which is a valid contract. As will be shown at trial, Desert Valley breached the
19 Contract by failing to complete the work for which it was paid as it left what was initially estimated
20 by Desert Valley to be an eight-month project after fifteen months, still having not fully restored
21 the Property. Desert Valley failed to ensure that the work was completed in a good and
22 workmanlike manner by, *inter alia*, failing to provide adequate supervision, failed to consistently
23 lock the Property overnight, allowed damage to be caused to other portions of the Property, and
24 failing to appropriately document changes to the scope of work. Desert Valley further breached
25 its obligations when it unilaterally approved changes orders and failed to present these changes to
26 Inose in writing, misrepresented to both Inose and Fireman's Fund that there were no change
27 orders, attempted to enforce and charge to Inose changes to the scope of work after the fact
28 (notwithstanding a provision in the agreement that such changes must be in writing). Desert Valley

1 was further directly coordinating and negotiating with Fireman's Fund in order to determine the
2 appropriate total of Insurance Proceeds necessary to complete the scope of work, represented to
3 Fireman's Fund that it could complete the job for the total amount of Insurance Proceeds, and
4 directed Inose to close out the insurance claim, notwithstanding its possession of over \$125,000.00
5 in change orders. By remitting payment for the portion of the work completed, Inose performed
6 his obligations under the Contract. Inose was damaged by Desert Valley's several breaches as he
7 was left with a home that was not completed and had not been restored in full and was forced to
8 pay the subcontractors directly in order to effectuate its completion and to avoid having liens
9 placed on his Property. This was a direct and foreseeable consequence of Desert Valley's actions
10 in failing to complete the project and ultimately walking off the job prior to its completion.

11 Based on the foregoing, Inose will be able to satisfy the necessary elements to support a
12 valid claim for breach of contract against Desert Valley.

13 **2. Breach of the Implied Covenant of Good Faith and Fair Dealing**

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

21 In addition to Desert Valley's several breaches of the express obligations set forth in the
22 Contract, the evidence will show that Desert Valley caused damage to Inose's driveway and
23 charged Inose's insurance for the work to repair the driveway. Desert Valley failed at times to
24 ensure that the Property was locked at the end of the workday. Further, Desert Valley was in direct
25 communication with and was engaged in ongoing negotiations with Inose's insurance company
26 based on Desert Valley's estimate of the cost to complete the scope of work. Desert Valley sent
27 the "final" request for payment in or around July 2015 in which Desert Valley confirmed that there
28 were, up to that point, no change orders. It was Desert Valley that directed Inose to close out the

1 insurance claim for the total amount of Insurance Proceeds that Desert Valley had approved.
2 Desert Valley later submitted additional requests for payment on what it claimed were changes to
3 the scope of work. All of these actions, combined with Desert Valley's ultimate exit from an
4 unfinished project, were unfaithful to the purpose of the Contract and denied Inose his justified
5 expectations of having Desert Valley competently manage the project, negotiate the appropriate
6 amount of insurance proceeds necessary to complete the project, and actually complete the project.

7 **3. Unjust Enrichment**

8 In Nevada, "[u]njust enrichment is the unjust retention . . . of money or property of another
9 against the fundamental principles of justice or equity and good conscience." *Asphalt Products*
10 *Corp. v. All Star Ready Mix, Inc.*, 111 Nev. 799, 802, 898 P.2d 699, 701 (1995) (citations omitted).
11 This claim for relief "exists when the plaintiff confers a benefit on the defendant, the defendant
12 appreciates such benefit, and there is 'acceptance and retention by the defendant of such benefit
13 under circumstances such that it would be inequitable for him to retain the benefit without payment
14 of the value thereof.'" *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, __ Nev. __, 283 P.3d
15 250, 257 (2012) (citations omitted).

16 To the extent any of the monetary benefits conferred on Desert Valley by Inose are
17 determined to be outside the scope of the Contract, the circumstances at hand fulfill the definition
18 of unjust enrichment. As will be shown, Inose remitted monetary payments to Desert Valley, thus
19 conferring a benefit upon Desert Valley. The purpose and intent of the monetary exchange was to
20 effectuate the completion of the restoration of Inose's Property. Notwithstanding, the evidence
21 will show that Desert Valley left the job prior to its completion, leaving Inose with no choice but
22 to remit additional payments to subcontractors to complete work for which Desert Valley had
23 already been paid. Thus, any benefits received by Desert Valley found to be outside the scope of
24 the Contract would support a claim for unjust enrichment.

25 **4. Intentional Interference with Prospective Economic Advantage**

26 In Nevada, the elements for a claim of intentional interference with prospective economic
27 advantage are as follows: 1) A prospective contractual relationship between Plaintiff and a third
28 party; 2) Defendant has knowledge of the prospective relationship; 3) The intent to harm Plaintiff

1 by preventing the relationship; 4) The absence of privilege or justification by the Defendants;
2 5) Actual harm to Plaintiff as a result of Defendant's conduct; and 6) Causation and damages.
3 *Custom Tel., Inc. v. Int'l Tele-Services, Inc.*, 254 F. Supp. 2d 1173, 1180-81 (Nev. 2003);
4 *Wichinsky v. Mosa*, 109 Nev. 84, 88, 847 P.2d 727 (1993); *Leavitt v. Leisure Sports, Inc.*, 103 Nev.
5 81, 88, 734 P.2d 1221, 1225 (1987).

6 As the evidence will show, Desert Valley left the project prior to its completion, leaving
7 Inose with a home that was not fully restored. It was therefore readily apparent that Inose would
8 need to engage many of the subcontractors either directly or through a new general contractor in
9 order to effectuate the completion of the restoration of his property. Inose therefore had
10 prospective contractual relationships with the subcontractors at issue, of which Desert Valley was
11 clearly aware. The evidence will show that Desert Valley, without privilege or justification, sent
12 letters to the subcontractors on the project, instructing them not to perform any further work on
13 the Property. By sending these letters, it cannot be disputed that Desert Valley intended to harm
14 Inose and to interfere with his prospective contractual relationship with the subcontractors. Desert
15 Valley's actions harmed Inose by making it exceedingly difficult to retain the subcontractors
16 directly to finish their work on the Property without interruption.

17 Based on the foregoing, Inose will be able establish at trial the necessary elements to
18 support a claim for intentional interference with prospective economic advantage.

19 **C. Damages Computations**

20 **1. Desert Valley Should be Prevented from Presenting Evidence of Damages**

21 As a preliminary matter, discovery has closed in this case with Desert Valley having failed
22 to provide a damages computation in any of their NRCP 16.1 disclosures. Desert Valley should
23 therefore be subject to the self-executing and automatic sanction of being barred from presenting
24 evidence of damages at trial.

25 The Nevada Rules of Civil Procedure ("NRCP") provide, in pertinent part, that a party
26 must, without awaiting a discovery request, provide to the other parties "[a] computation of any
27 category of damages claimed by the disclosing party." NRCP 16.1(a)(1)(C); *see also Design*
28 *Strategy, Inc. v. Davis*, 469 F.3d 284, 295 (2d Cir. 2006) (analyzing the analogous requirement

under Fed. R. Civ. P. 26(a) and holding that a party claiming damages must voluntarily disclose a computation of damages and supporting documents). The purpose of requiring a party to disclose a computation of damages is to “enable the defendants to understand the contours of their potential exposure and make informed decisions” regarding settlement, discovery, and case management.” *Pizarro-Ortega v. Cervantes-Lopez*, 133 Nev., Adv. Op. 37, 396 P.3d 783, 787 (2017) (quoting *Olaya v. Wal-Mart Stores, Inc.*, No. 2:11-cv-997-CJD-CWH, 2012 WL 3262875, at *2-3 (D. Nev. Aug. 7, 2012)). This rule “expressly require[s] an initial computation and disclosure of the evidence that will be relied on to the full extent the [] plaintiff could or should know of it in the exercise of the type of pre-suit diligence required by Rule 11.” *Brandywine Commc’ns Techs., LLC v. Cisco Sys., Inc.*, No. C 12-01669 WHA, 2012 WL 5504036, at *2 (N.D. Cal. Nov. 12, 2012).¹

Importantly, Rule 16.1 “requires more than merely setting forth the figure demanded.” *Max Impact, LLC v. Sherwood Group, Inc.*, No. 09 Civ. 902(JGK)(HBP), 2014 WL 902649, at *5 (S.D.N.Y. March 7, 2014) (quotation marks and citation omitted) (emphasis added). “[T]he word ‘computation’ contemplates some analysis beyond merely setting forth a lump sum amount for a claimed element of damages.” *CCR/AG Showcase Phase I Owner, L.L.C. v. United Artists Theatre Circuit, Inc.*, No. 2:08-cv-00984-RCJ-GWF, 2010 WL 1947016, at *5 (D. Nev. May 13, 2010)) (internal citation omitted). It is not enough to produce documents—the party must also provide a calculation “computing the total damages claimed for each category of damages, as required by NRCP 16.1(a)(1)(C).” *Walters v. Meeks*, 127 Nev. 1184 (2011).

NRCP 37(c)(1) states that “[a] party that without substantial justification fails to disclose information required by Rule 16.1 . . . is not, unless such failure is harmless, permitted to use as evidence at a trial . . . any witness or information not so disclosed. When a party fails to provide a computation of damages, the appropriate remedy is exclusion of evidence of damages at trial. *See Pizarro-Ortega v. Cervantes-Lopez*, 133 Nev., Adv. Op. 37, 396 P.3d 783, 787 (2017); *see*

¹ “Federal cases interpreting the Federal Rules of Civil Procedure are strong persuasive authority, because the Nevada Rules of Civil Procedure are based in large part upon their federal counterparts.” *Executive Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872, 876 (2002) (quoting *Las Vegas Novelty v. Fernandez*, 106 Nev. 113, 119, 787 P.2d 772, 776 (1990)).

1 *also Freemon v. Fischer*, 281 P.3d 1173 (Nev. 2009) (precluding a party from presenting evidence
2 of damages after it failed to disclose an expert report with a damages calculation until after the
3 close of discovery). Rule 37(c)(1) “gives teeth to [the disclosure requirements of Rule 26] by
4 forbidding the use at trial of any information required to be disclosed under Rule 26(a) that is not
5 properly disclosed.” *Wintice Group, Inc. v. Longleg*, 2011 U.S. Dist. LEXIS 14685, 2011 WL
6 383039 (D. Nev.) (*citing Yeti by Molly, Ltd. v. Deckers Outdoor Corp.*, 259 F.3d 1101, 1106 (9th
7 Cir. 2001)).

8 This exclusion requirement is “**a self-executing, automatic sanction to provide a strong**
9 **inducement for disclosure of material.**” *Hoffman v. Constr. Protective Servs.*, 541 F.3d 1175,
10 1180 (9th Cir. 2008) (*emphasis added*) (*quoting Yeti by Molly, Ltd. v. Deckers Outdoor Corp.*, 259
11 F.3d 1101, 1106 (9th Cir. 2001)). “The implementation of the sanction is appropriate ‘even when
12 a litigant’s entire cause of action . . . [will be] precluded.’” *Hoffman*, 541 F.3d at 1180 (9th Cir.
13 2008) (*alterations in original*) (*quoting Yeti*, 259 F.3d at 1106). Because the exclusion requirement
14 under Rule 37(c) is a “self-executing” and “automatic” sanction, exclusion does not require a
15 showing of bad faith or willfulness. *Yeti*, 259 F.3d at 1106 (“Thus, even though Deckers never
16 violated an explicit court order to produce the Vuckovich report **and even absent a showing in**
17 **the record of bad faith or willfulness**, exclusion is an appropriate remedy for failing to fulfill the
18 required disclosure requirements of Rule 26(a).”) (*emphasis added*); *Design Strategy, Inc. v.*
19 *Davis*, 469 F.3d 284, 296 (2d Cir. 2006) (“Since Rule 37(c)(1) by its terms does not require a
20 showing of bad faith, we now hold that such a requirement should not be read into the Rule.”).

21 The only exceptions to the “self-executing” and “automatic” exclusion requirement of
22 NRCP 37(c) are if the failure to disclose was substantially justified or harmless. *Yeti*, 259 F.3d at
23 1106. “[I]t is the obligation of the party facing sanctions for belated disclosure to show that its
24 failure to comply with [Rule 26] was either justified or harmless and therefore deserving of some
25 lesser sanction.” *Wilson v. Bradlees of New England, Inc.*, 250 F.3d 10, 21 (1st Cir. 2001) (*cited*
26 *with approval in Yeti*, 259 F.3d at 1107); *see also Liguori v. Hansen*, 2012 U.S. Dist. LEXIS 30076,
27 48, 2012 WL 760747 (D. Nev.) (“Neither inadvertent mistakes nor unintentional oversights are
28 sufficient to show substantial justification for delay.”).

Desert Valley's failure to disclose a damages computation pursuant to NRCP 16.1 as of the eve of trial against United is not harmless. "Moreover, given the advanced stage of the litigation, permitting the new evidence would not have been harmless." *CQ Inc. v. TXU Mining Co. LP*, 565 F.3d 268, 280 (5th Cir. 2009). "Later disclosure of damages would have most likely required the court to create a new briefing schedule and perhaps re-open discovery, rather than simply set a trial date." *Hoffman v. Constr. Protective Servs.*, 541 F.3d 1175, 1180 (9th Cir. 2008). "Such modifications to the court's and the parties' schedules supports a finding that the failure to disclose was not harmless." *Id.* "Disruption to the schedule of the court and other parties is not harmless." *Baltodano v. Wal-Mart Stores, Inc.*, 2011 U.S. Dist. LEXIS 98306, 10, 2011 WL 3859724 (D. Nev.). The Nevada Supreme Court has made clear that "trial by ambush will not be tolerated." *Pierce Lathing Co. v. ISEC, Inc.*, 114 Nev. 291, 296, 956 P.2d 93, 96 (1998).

Accordingly, pursuant to the self-executing and automatic sanction provided by NRCP 37, Desert Valley should be prevented from presenting evidence of damages at trial. With no damages, the Desert Valley's claims must fail, thus limiting the issues at trial to presentation by Defendants of their case.

2. The Damages that Will be Shown at Trial

To the extent this Court overlooks Desert Valley's failure to comply with the express requirements of NRCP 16.1, Defendants were able to extract from Desert Valley a computation of its purported damages pursuant to NRCP 33 through an interrogatory. On May 19, 2017, in response to Interrogatory No. 2 contained in Eugene Inose's First Set of Interrogatories, Desert Valley asserted that it was paid \$1,238,635.35, but was entitled to \$1,321,331.27, thus resulting in damages in the amount of \$82,692.27. Thereafter, on June 7, 2017, with no explanation for a change in the amounts it asserts that it was paid and is owed, Desert Valley amended its response to Interrogatory No. 2 and asserted that it was paid only \$1,125,743.72, but was entitled to \$1,214,941.30, resulting in damages in the amount of \$89,197.58. To the extent the Court accepts Desert Valley's inclusion of this information solely in response to an interrogatory served pursuant to NRCP 33 and not otherwise included in any NRCP 16.1 disclosures, Desert Valley should be limited to this computation of damages amount of \$89,197.58.

1 In providing its Interrogatory response, Desert Valley further made reference to a specific
2 Bates numbered range of documents that is a Job Cost and Billing Detail. However, Desert
3 Valley's "computation" fails to make appropriate offsets including, without limitation, a failure to
4 reconcile the inclusion of \$265,237.22 in labor on a job that was completed on an 80/10/10 basis
5 and therefore should have its labor in the 10% of the total contract allocated for overhead. The
6 "computation" further fails to make appropriate offsets for the \$256,481.46 that Inose was required
7 to pay directly to subcontractors and suppliers in order to finish the restoration of his home after
8 Desert Valley left the job having been paid to complete the project.

9 Even on Desert Valley's best day in Court, taking into account the entirety of its asserted
10 damages and overlooking both its failure to obtain approval from Inose for any written change
11 orders and failure to appropriately offset as articulated above, Inose has been damaged by Desert
12 Valley in the total amount of \$41,520.62. Desert Valley asserted in response to an interrogatory
13 propounded by Inose (not in a 16.1 damages computation) that it is entitled to \$89,197.58, which
14 represents the difference in the total amount Desert Valley was paid and the total amount that it
15 asserts that it should have been paid. In Desert Valley's August 23, 2015 email to counsel, it
16 asserted a total of \$125,763.26 asserted as cost overruns (which was Desert Valley's responsibility
17 as the general contractor to account for and for which it did not present to or obtain from Inose any
18 approved written change orders). Therefore, on Desert Valley's best day, combining these two
19 figures and overlooking the fact that many of the asserted amounts likely overlap, the most it could
20 assert it was owed to complete the project is \$214,960.84. Inose paid out of his own pocket directly
21 to third parties to complete the work for which Desert Valley was paid, a total of \$256,481.46.

22 Accordingly, even if the Court permits Desert Valley to present evidence of damages at
23 trial and even if Desert Valley were able to establish that there are not overlaps in the two asserted
24 amounts (which is basically imposible) and even if Desert Valley could somehow overcome that
25 its own oversight in failing to account for written changes orders and representing to both Inose
26 and Fireman's Fund that there were not change orders as late as July 2015, the end computation
27 results in a total amount owed to Inose by Desert Valley of \$41,520.62. Again, this is Desert
28 Valley's absolute, stars-aligned, best-case scenario which overlooks all of the defects in its claims.

Once the amounts that Desert Valley attempted to charge back to Inose and/or Fireman's Fund for damage caused by its own failures (or those of subs which it had retained) are taken into account; once the double-dipping of asserting labor costs notwithstanding the 10% in overhead included in the total is accounted for; once Desert Valley is held accountable for its failure to present to Inose any written change orders or to obtain written approval for the same at any time prior to July 2015 when it stated that there were no change orders; it will be shown at trial that the total amount of damages to which Inose is entitled in this action is the full amount Inose was required to pay to subcontractors, which is the sum of \$256,481.46.

Dated this 4th day of April, 2019.

**HOLLEY DRIGGS WALCH
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CERTIFICATE OF SERVICE

The undersigned, an employee of HOLLEY DRIGGS WALCH FINE PUZEY STEIN & THOMPSON, hereby certifies that on the 4th day of April, 2019, a copy of **DEFENDANT IN-LO PROPERTIES AND DEFENDANT/COUNTERCLAIMANT EUGENE INOSE'S TRIAL BRIEF**, 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

An employee of HOLLEY DRIGGS WALCH
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