

**In the
Supreme Court of the State of Nevada**

SOMERSETT OWNERS
ASSOCIATION, a Domestic Non-
Profit Corporation,

Appellant,

vs.

SOMERSETT DEVELOPMENT
COMPANY, LTD, a Nevada
Limited Liability Company;
SOMERSETT, LLC a dissolved
Nevada Limited Liability Company;
SOMERSETT DEVELOPMENT
CORPORATION, a dissolved
Nevada Corporation; Q & D
Construction, Inc., a Nevada
Corporation; PARSONS BROS
ROCKERIES, INC. a Washington
Corporation; and STANTEC
CONSULTING SERVICES, INC.,

Respondents.

Case No. 79921

Electronically Filed
Aug 13 2020 02:44 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANT SOMERSETT OWNERS ASSOCIATION'S

APPENDIX

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DATED this 13th day of August, 2020.

**WOLF, RIFKIN, SHAPIRO, SCHULMAN &
RABKIN, LLP**

By: /s/ Bradley Schrager

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CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of August, 2020, a true and correct copy of the foregoing Appellant Somerset Owners Association's Appendix was served upon all counsel of record by electronically filing the document using the Nevada Supreme Court's electronic filing system.

By: /s/ Danielle Fresquez

Danielle Fresquez, an Employee of
WOLF, RIFKIN, SHAPIRO,
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9 **IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA**
10 **IN AND FOR THE COUNTY OF WASHOE**

11 SOMERSETT OWNERS ASSOCIATION,
12 a Domestic Non-Profit Corporation,

13 Plaintiff,

14 vs.

15 SOMERSETT DEVELOPMENT COMPANY,
16 LTD, a Nevada Limited Liability Company;
17 SOMERSETT, LLC a dissolved Nevada
18 Limited Liability Company; SOMERSETT
19 DEVELOPMENT CORPORATION, a
20 dissolved Nevada Corporation; PARSONS
21 BROS ROCKERIES, CA INC. a Nevada
22 Corporation; PARSONS BROS ROCKERIES
23 CALIFORNIA INC. dba PARSONS WALLS, a
24 California Corporation; Q & D Construction,
25 Inc., a Nevada Corporation, and DOES 1
26 through 50, inclusive,

27 Defendants.

Case No.

Dept. No.

COMPLAINT FOR DAMAGES

Exempt from Arbitration:

- 1) Complex Construction Defect Litigation pursuant to NRS 40.600 et seq. and NRS Chapter 116
- 2) Damages in excess of \$50,000
- 3) Declaratory Relief Requested

Demand for Jury Trial

23 PLAINTIFF, by and through its attorneys, WOLF, RIFKIN, SHAPIRO, SCHULMAN, &
24 RABKIN, LLP, hereby files this Complaint against Defendants, and each of them, and hereby
25 complains, alleges and states as follows:

26 **I. PARTIES**

27 **A. Plaintiff**

28 1. Plaintiff, Somerset Owners Association, (hereinafter referred to as the

1 “Association”), at all times herein mentioned is and was incorporated as a domestic non-profit
2 Nevada corporation with its principal place of business in Washoe County, Nevada as a common-
3 interestcommunity governed by NRS Chapter 116.

4 2. The Association is comprised of owners of single family residential units and
5 common areas, including but not limited to improvements, appurtenances, common areas, and
6 structures built and existing upon certain parcels of real property (hereinafter referred to as the
7 “Association Development,” and/or the “Community”), all as more specifically described in the
8 Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens,
9 Reservations, and Easements recorded in the Official Records of Washoe County, Nevada, and
10 any amendments thereto (hereinafter referred to as the “CC&Rs”).

11 3. The Association is informed and believes, and based thereon alleges, that the
12 CC&Rs were recorded before title to any common area within the Association Development was
13 conveyed by deed, and are referenced in the deeds to all common areas within the Association
14 Development.

15 4. Development and construction of the Association Development continued by the
16 declarant/developer(s) and involved contractors until the year the Association board became
17 homeowner controlled.

18 5. By the terms of the CC&Rs and pursuant to Nevada Revised Statute, Chapter 116
19 of the Common Interest Ownership Act, and specifically including NRS 116.3102, the Association
20 is granted the general authority and responsibility to bring the herein stated action in its own name,
21 on behalf of units’ owners within the Association , and hereby asserts and exercises such authority
22 and responsibility as to the claims related to the common areas identified herein..

23 6. In accordance with the CC&Rs, the Association has the right and duty to manage,
24 operate, control, repair, replace and restore the Association, including the right to enter into
25 contracts to accomplish its duties and obligations, and has all of the powers necessary to carry out
26 its rights and obligations, including the right, duty, and power to contract for legal services to
27 prosecute any action affecting the Association and or its homeowners when such action is deemed
28 by it necessary to enforce its powers, rights, and obligations, including the bringing of this action.

1 **B. Defendants**

2 7. Plaintiff is informed and believes, and thereon alleges, that Defendant
3 SOMERSETT DEVELOPMENT COMPANY, LTD, (herein referred to as "Somerset
4 Development") is, and at all times herein mentioned was, and continues to be a Nevada limited
5 liability company engaged in business in Washoe County, Nevada, as a real estate developer
6 and/or builder.

7 8. Plaintiff is informed and believes, and thereon alleges, that Defendant
8 SOMERSETT, LLC (herein referred to as "Somerset") is a dissolved company and at all times
9 herein mentioned was a Nevada limited liability company engaged in business in Washoe County,
10 Nevada, as a real estate developer and/or builder.

11 9. Plaintiff is informed and believes, and thereon alleges, that Defendant
12 SOMERSETT DEVELOPMENT CORPORATION (herein referred to as "Somerset Corp") , is a
13 dissolved corporation and at all times herein mentioned was a Nevada corporation engaged in
14 business in Washoe County, Nevada.

15 10. Plaintiff is informed and believes, and thereon alleges, that Defendants Somerset
16 Development, Somerset, LLC, and Somerset Corp. are interrelated and/or successor entities each
17 as to the other in form or forms presently unknown. Plaintiff reserves the right to amend this
18 Complaint at such time as the inter-relationships become known.

19 11. Plaintiff is informed and believes, and thereon alleges, that at all times pertinent
20 hereto, Somerset Development, Somerset, LLC and Somerset Corp., and those acting in concert
21 with them (co-defendants herein) were developers, contractors, materialmen, suppliers, and
22 builders of the "Common Elements" as defined in NRS Chapter 116, which are the subject matter
23 of this action.

24 12. Plaintiff is informed and believes, and thereon alleges, that, at all times pertinent
25 hereto, Somerset Development, Somerset LLC, and Somerset Corp. and those acting in concert
26 with them (co-defendants herein) were declarants of the CC&Rs, applicable to the "Common
27 Elements" as defined in NRS Chapter 116, which are the subject matter of this action.

28 13. Plaintiff is informed and believes, and thereon alleges, that Defendant PARSONS

1 BROS ROCKERIES, CA INC ("Parsons Bros") , is and at all times herein mentioned was, a
2 Nevada corporation engaged in business in Washoe County, Nevada.

3 14. Plaintiff is informed and believes, and thereon alleges, that Defendant PARSONS
4 BROS ROCKERIES CALIFORNIA INC. dba PARSONS WALLS ("Parsons Walls") , is and at
5 all times herein mentioned was, a California corporation licensed to do business, and doing
6 business, in the State of Nevada.

7 15. Plaintiff is informed and believes, and thereon alleges, that Defendant Q & D
8 CONSTRUCTION, INC., ("Q &D") , is and at all times herein mentioned was, a Nevada
9 corporation engaged in business in Washoe County, Nevada

10 16. The true names and capacities of Defendants sued herein as DOES 1-50 (together
11 with Somerset Development, Somerset, LLC, Somerset Corp., Parsons Bros, Parsons Walls, and
12 Q & D, as "Defendants") inclusive, and each of them, are presently unknown to Plaintiff and
13 therefore, they are sued herein under fictitious names. Prior to the filing of this Complaint,
14 Plaintiff made a good-faith effort to identify all parties who or which should be properly named as
15 first-party Defendants herein, including inquiry of the named Defendants herein, but were unable
16 to identify such person(s) or entity(ies) with sufficient probability to warrant their inclusion herein
17 at this time. Plaintiff will identify and name DOE Defendants when the true names and capacities
18 of such Defendants are ascertained.

19 17. Plaintiffs are informed and believe that DOES 1 – 50 are in some way negligently
20 or otherwise proximately responsible for the injuries and damage suffered by Plaintiff as herein
21 alleged. All such Defendants named above, including DOES 1- 50, inclusive, shall hereinafter be
22 referred to as "Defendants."

23 18. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
24 herein, each of the Defendants were and remain the agents, servants, general contractors,
25 subcontractors, materialmen, suppliers, designers, representatives, independent contractors,
26 partners, joint venturers, predecessors, successors, alter egos, and/or employees of each and/or
27 some of the other Defendants, and in doing those acts referred to herein, were acting within the
28 course and scope of their authority as such agents, servants, subcontractors, representatives,

1 independent contractors, partners, joint venturers, alter egos, and/or employees, and with the
2 express and/or implied approval, permission, knowledge, consent, and ratification of all co-
3 defendants, and in consent of action relating thereto.

4 19. Defendants sued herein as alter egos are responsible for corporate obligations in
5 that the unity of interest, including the existence of common employees and management, the
6 commingling of funds, the diversion or appropriation of corporate assets, the disregard of
7 corporate formalities, the sole or majority ownership of stock, the exertion of control, the
8 inadequate capitalization, and the wrongful use of the corporation to avoid legal obligations,
9 between the individual and the corporation, are so aligned that the separate personalities of the
10 individual and the corporation no longer exist, and if the acts were treated as those of the
11 corporation alone, an inequitable result or sanctioning of a fraud would follow.

12 20. Plaintiff is informed and believes, and based thereon alleges, that at all times
13 relevant hereto Defendants, and each of them, acted as planners, developers, general contractors,
14 subcontractors, designers, installers, testers, inspectors, suppliers, manufacturers, and distributors
15 of any and all labor, parts and/or materials installed and/or constructed at the Subject Property, and
16 are responsible for the defects and deficiencies in the design, provision of materials and/or labor,
17 construction, selection of subcontractors, coordination and supervision of the construction, and
18 inspection and/or approval of the work as alleged herein, and that Plaintiff's damages were and are
19 directly and proximately caused by the conduct, acts and omissions of these Defendants, and each
20 of them.

21 21. Prior to the filing of this Complaint, and on or about December 29, 2017, Plaintiff,
22 in accordance with provisions of NRS 40.645 and each subsection thereof, provided to the
23 identified Defendants a written NRS Chapter 40 Notice of Claims (herein "Chapter 40 Notice"),
24 including therein a statement that the notice is being given to satisfy the requirements of NRS
25 40.645, and identifying in specific detail each defect, damage and injury to the common area that
26 is the subject of the claim, including, without limitation, the exact location by Map and Picture of
27 each such defect, damage and injury. Additionally, to the extent known, the cause of the defects
28 and the nature and extent of the damage or injury resulting from the defects is identified in

1 reasonable detail . Additionally, the Chapter 40 Notice includes a signed statement by a member
2 of the executive board and or officer of the Plaintiff, verifying that each such defect, damage and
3 or injury specified in the Chapter 40 Notice exists.

4 **II. GENERAL ALLEGATIONS**

5 22. The Association Development is located in the City of Reno, County of Washoe,
6 State of Nevada.

7 23. The Association Development contains common areas owned by the Association in
8 accordance with the Association's governing documents and NRS Chapter 116.

9 24. The common areas include, but are not limited to areas of property that include the
10 rockery wall structures ("Subject Property").

11 25. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
12 them, undertook certain works of improvement to develop the Subject Property, including all
13 works of development, design, construction of the Subject Property.

14 26. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
15 herein, Defendants, including DOEs, were the predecessors or successors in interest, agents,
16 employees, and representatives of each other in doing or omitting the actions alleged herein, and
17 in so doing, were acting in the scope of their respective authority and agency.

18 27. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of
19 them, failed to properly and adequately plan, design, investigate, inspect, supervise, and construct
20 the Subject Property, in that said Subject Property has and continues to experience defects,
21 deficiencies, and damages resulting therefrom, as more specifically described below.

22 28. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of
23 them, were merchants and sellers of the units surrounding the Subject Property which is the
24 subject of this action as described above.

25 29. Plaintiff is informed and believes, and thereon alleges, that the Subject Property, as
26 provided by Defendants, is defective and deficient as is more specifically described below.

27 30. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of
28 them, failed to properly and adequately investigate, design, inspect, plan, engineer, supervise,

1 construct, produce, manufacture, develop, prepare, and/or transfer the Subject Property, in that
2 said Subject Property has experienced, and continues to experience, defects, deficiencies and
3 damages resulting therefrom as more specifically described below.

4 31. Said defects and deficiencies in certain areas of the Subject Property include those
5 described in the Chapter 40 Notice, attached hereto as Exhibit 1 (and the attachments, appendices,
6 maps and pictures thereto), including but not limited to , excessive or inadequate voids with no, or
7 inadequate, chinking rocks; failure to use filter fabric to enclose the drain rock or otherwise in
8 construction of rockery walls; drain rock and or retained soil spilling through voids; inadequate,
9 improper or otherwise bad placement of rockery wall rocks; over-steepened and or non-uniform
10 face batter of rockery walls; and inadequate stabilization of the rockery walls.

11 32. Based upon investigation and testing performed by experts retained by Plaintiff,
12 Plaintiff is informed, believes, and thereon alleges that the above-referenced defects are pervasive
13 throughout the Subject Property, as reported by Plaintiff's expert in the Chapter 40 Notice, and
14 that said Defendants, and each of them, had actual knowledge of many of the said deficiencies at
15 the time of construction and have such knowledge at the present time.

16 33. All of the said defects which are the subject matter of this action were described
17 and accompanied by an expert report (defect list) as required by NRS 40.645(4), which was and is
18 a part of the Chapter 40 Notice previously provided to Defendants and which list is incorporated
19 herein as Exhibit 1, by this reference as though fully set forth herein.

20 34. Plaintiff is informed and believes, and thereon alleges, that the Subject Property
21 may be defective or deficient in other ways not presently known to Plaintiff, and not specified
22 above. Plaintiff reserves its right to amend this Complaint upon discovery of any additional
23 defects or deficiencies not referenced herein, and/or to present evidence of the same at the time of
24 trial of this action.

25 35. Plaintiff is informed, believes, and thereon alleges, that the defects and
26 deficiencies, as described above and incorporated herein, are, among other things, violations or
27 breaches of local building and construction practices, industry standards, governmental codes and
28 restrictions, manufacturer requirements and/or product specifications at the time the Subject

1 Property was planned, designed, constructed and sold.

2 36. Plaintiff is informed and believes, and thereon alleges, that the deficiencies in the
3 construction, design, planning, and/or construction of the Subject Properties described in this
4 Complaint were known or should have been known by Defendants at all times relevant hereto.

5 37. Plaintiff alleges generally that this is a complex matter, an appointment of a special
6 master is appropriate pursuant to NRS 40.680(6). The notices required pursuant to NRS Chapter
7 40 have already been sent and such claims will be prosecuted against the Defendants.

8 38. Plaintiff alleges generally that the conduct of Defendants, as more fully described
9 herein, was and remains the actual and proximate cause of general and special damages to the
10 Plaintiff. A more particular statement of related damages is provided in the prayer for relief,
11 hereby incorporated by reference.

12 **III. FIRST CLAIM FOR RELIEF**

13 **Negligence and Negligence Per Se** 14 **(Against All Defendants)**

15 39. Plaintiff hereby incorporates and realleges Paragraphs 1 through 38 of the
16 Complaint as though fully set forth herein.

17 40. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of
18 them, in their development, planning, design, construction, marketing and related functions as
19 described herein with respect to the Subject Property, owed to Plaintiff, to others similarly
20 situated, and to the public at large, a duty to exercise reasonable care in fulfilling all of these
21 functions, and in performing all actions associated therewith.

22 41. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of
23 them, in breach of said duty, negligently, carelessly, wrongfully and recklessly failed to exercise
24 reasonable care in the investigation, design, inspection, planning, engineering, supervision,
25 construction, production, manufacture, development, preparation, marketing, distributing,
26 supplying and/or transfer of the Subject Property, thereby breaching the duty owed to Plaintiff.
27 Many of the said breaches of duty resulted in construction which did and does not comply, among
28 other things, with building standards and or local building codes, and, to that extent, and as

1 otherwise provided by law, constitute negligence per se.

2 42. Plaintiff is informed and believes, and thereon alleges, that under the
3 circumstances, a reasonable person in each Defendant's position and/or in the position of each of
4 the Defendants' agents, would have followed building and construction practices, industry
5 standards, governmental codes and restrictions, manufacturer requirements and product
6 specifications at the time the Subject Property was planned, designed, constructed and transferred.

7 43. As a proximate and legal result of the negligence of Defendants, and each of them,
8 and the defective conditions as more fully set forth herein affecting the Subject Property and
9 associated improvements, Plaintiff has been caused, and will continue to be caused, damages as
10 more fully described herein, including, but not limited to, the cost to repair all defects and
11 defective conditions as required, and its interests in the Subject Property has been, and continues
12 to be, rendered substantially reduced in value, and/or the Subject Property has been rendered
13 dangerous to the well-being of Plaintiff, its guests and members of the general public, all to the
14 general detriment and damage of Plaintiff in an amount to be proven at the time of trial.

15 44. As a further proximate and legal result of the negligent conduct of Defendants, and
16 each of them, and the defective conditions affecting the Subject Property, Plaintiff has incurred,
17 and will continue to incur, expenses, including, but not limited to, expert and/or subcontractors'
18 fees, and other associated costs of repair, all in an amount to be established at the time of trial.

19 45. At all times mentioned herein Defendants had a duty to exercise ordinary care in
20 the conduct of their business and affairs so as to avoid any reasonable likelihood and/or gravity of
21 potential harm to property and people who might be injured as a foreseeable result of Defendants'
22 acts, failures to act, or failures to warn.

23 46. Plaintiff is informed and believes, and thereupon alleges, that Defendants breached
24 the above standard of care when they negligently, carelessly and recklessly, designed, planned,
25 developed, constructed, marketed and or transferred the Subject Property, resulting in numerous
26 defects, some of which are particularly alleged in Plaintiff's General Allegations, specifically
27 incorporated herein.

28 47. Plaintiff is informed and believe, and thereupon alleges, that at all times relevant

1 hereto, Defendants knew or through the exercise of reasonable care and diligence should have
2 known as such defective, dangerous and hazardous conditions and that Defendants thereafter
3 failed to warn Plaintiff of such conditions.

4 48. At all times relevant hereto, there existed local, state, national and international
5 building codes and or standards, such as, but not limited to, the Nevada Standard Guidelines for
6 Rockery Wall Construction and the Federal Highway Administration Rockery Design and
7 Construction Guidelines that controlled the construction of the rockery walls at the Subject
8 Property.

9 49. At all times relevant hereto, particular provisions of these above mentioned
10 building standards were intentionally adopted to protect a class of persons to which the Plaintiff
11 belongs.

12 50. At all times relevant hereto, the injuries suffered by Plaintiff as alleged herein are
13 the type of injuries that the above mentioned provisions were intended to prevent.

14 51. As a direct and proximate result of the negligent, careless, and/or wanton conduct
15 of Defendants, Plaintiff has been damaged in the manner herein alleged.

16 52. As a further proximate and legal result of the negligent conduct of Defendants, and
17 each of them, as herein alleged, and the defective conditions as more fully set forth herein
18 affecting the Subject Property and associated improvements, Plaintiff has been compelled to resort
19 to litigation against Defendants to judicially resolve the differences between Plaintiff and
20 Defendants.

21 53. As a result of the actions or inactions of the Defendants, Plaintiff has been damaged
22 and is entitled to recovery of an amount in excess of \$15,000.00.

23 54. As a result of the actions or inactions of the Defendants, Plaintiff has been required
24 to retain the services of counsel and experts to prosecute this matter, and is, therefore, entitled to
25 recovery of its reasonable attorney fees, construction expert costs, past repair costs, the costs of all
26 future repairs necessary to cure any defects Defendants have failed to cure, the reasonable value of
27 other property damaged by the constructional and/or material/product defects, and additional costs
28 fees and interest, all in excess of \$15,000.00.

1 55. Plaintiff incorporates by reference, as if again set forth herein, the particular
2 statement of damages described in the prayer for relief hereinafter set forth.

3 **IV. SECOND CLAIM FOR RELIEF**

4 **Breach of Express and Implied Warranties of Fitness, Merchantability, Quality and**
5 **Habitability Pursuant to NRS Chapter 116 and Common Law**
6 **(Against All Defendants)**

7 56. Plaintiff hereby incorporates and realleges Paragraphs 1 through 55 of the
8 Complaint as though fully set forth herein.

9 57. Defendants impliedly and expressly warranted pursuant to the contracts, proposals,
10 purchase orders, and or agreements between each of the Defendants, that their work would be
11 done in a good, workmanlike and substantial manner, and in full accordance with the provisions
12 and conditions of the agreements, plans and specifications.

13 58. Plaintiff is informed and believes said Defendants entered into agreements that
14 were substantially similar in form. Plaintiff is furthered informed and believes that the agreements
15 expressly or implicitly provided, in pertinent part and without limitation to other and further
16 matters, the following:

17 (a) That the work by the Defendants will be performed by qualified, careful and
18 efficient contractors and laborers in a workmanlike, prompt and diligent manner and to furnish
19 materials as specified for the purpose intended.

20 (b) That performance of any act or thing or work in connection with the
21 performance or completion of any work of the Defendant's trade or profession or is customarily
22 performed in Defendant's trade or profession, then such obligation is assumed by the Defendants
23 to be part of its work.

24 (c) That the Defendants' agreements would be binding upon and inure to the
25 benefit of the parties hereto and their respective successors, legal representative and assigns.

26 (d) That the Defendants agreed to exercise due care in the performance of their
27 duties in connection with their work in strict compliance with the contract documents.

28 (e) That the Defendants shall comply with all local building codes, all federal,
state and municipal codes, ordinances, regulations or any local codes having jurisdiction.

1 (f) That all work required or implied by the contract documents will be
2 performed or installed in accordance with all applicable codes and ordinances.

3 59. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
4 them, expressly and impliedly warranted that the Subject Property and associated improvements
5 were of merchantable quality, were safely and properly constructed and/or installed in accordance
6 with plans and specifications therefore which are part of the CC&Rs for the Community, and were
7 fit for the normal purpose intended.

8 60. Plaintiff is further informed and believes and thereon alleges that the express
9 warranties made and utilized by said Defendants, and each of them, have at all relevant times,
10 been provided in the form of, by example, and without limitation: advertising flyers, brochures,
11 sales literature, promotional packages, signs, magazine and newspaper articles and advertisements,
12 all designed to promote the sale of the Subject Property and to impart the belief that said Subject
13 Property had been sufficiently constructed.

14 61. Further, Plaintiff alleges that the express warranties were described in the Public
15 Offering Statement for the Subject Property, within the meaning of NRS 116.4113, but not
16 delivered and orally tendered, including, without limitation, the complimentary statements made
17 to the Plaintiff and/or members of the Plaintiff and/or Plaintiff's representatives by Defendant
18 and/or Defendants' representative(s), and/or agents of Defendants, and each of them, in marketing
19 and offering the Subject Property for sale.

20 62. Plaintiff further is informed and believes and thereon alleges that the Defendants
21 impliedly warranted that the common areas and thereby the Subject Property was suitable for the
22 ordinary use and made or contracted for by the Defendants in a manner that was free from
23 defective materials, and constructed in accordance with applicable law, according to sound
24 standards and in a workmanlike manner without disclosing that there were any defects associated
25 with the Subject Property, thereby leading the Plaintiff to believe that no such defects existed.

26 63. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
27 them, gave similar implied warranties to any and all regulatory bodies who issued permits and/or
28 provided approvals of any nature as to the Subject Property, which were at all relevant times

1 defective, and were known by Defendants, and each of them, to be defective.

2 64. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
3 them, breached their express and implied warranties in that, among other things, the Subject
4 Property was not, and is not, of marketable quality, nor fit for the purpose intended, in that the
5 Subject Property was not, and is not, properly and adequately constructed.

6 65. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
7 them, named herein have been notified and have full knowledge of the alleged breaches of
8 warranties, and that Defendants named herein, and each of them, have failed and refused to take
9 adequate steps to rectify and/or repair said breaches.

10 66. As a proximate and legal result of the breaches of said express (written and oral)
11 and implied warranties by Defendants, and each of them, and the defective conditions affecting
12 said Subject Property, Plaintiff has been, and will continue to be, damaged, as more fully
13 described herein, including but not limited to, that the interests of Plaintiff in the Subject Property
14 have been, and will be damaged as more fully alleged above, and in an amount to be established at
15 the time of trial.

16 67. As a further proximate and legal result of the breaches of the express (written and
17 oral) and implied warranties by Defendants, and each of them, and the defective conditions
18 affecting the Subject Property, Plaintiff has been, and will continue to be, further damaged in that
19 the defects and deficiencies have resulted in conditions which breach the implied warranty of
20 habitability recognized under Nevada law.

21 68. As a further proximate and legal result of the negligent conduct of Defendants, and
22 each of them, as herein alleged, and the defective conditions affecting the Subject Property and
23 associated improvements, Plaintiff has compelled to resort to litigation against Defendants to
24 judicially resolve the differences between Plaintiff and Defendants.

25 69. As a result of the actions or inactions of the Defendants, Plaintiff has been damaged
26 and is entitled to recovery of an amount in excess of \$15,000.00.

27 70. As a result of the actions or inactions of the Defendants, Plaintiff has been required
28 to retain the services of counsel and expert witnesses to prosecute this matter, and is therefore,

1 entitled to a recovery of its reasonable attorney fees, expert witness costs, past repair costs, the
2 costs of all future repairs necessary to cure any defects Defendants have failed to cure, the
3 reasonable value of other property damaged by the constructional and/or material/product defects,
4 and additional costs fees and interest, all in excess of \$15,000.00.

5 71. Plaintiff incorporates by reference, as if set forth herein, the particular statement of
6 damages described in the Prayer for Relief.

7 **V. THIRD CLAIM FOR RELIEF**

8 **Negligent Misrepresentation and/or Failure to Disclose**
9 **(Against All Defendants)**

10 72. Plaintiff hereby incorporates and realleges Paragraphs 1 through 71 of the
11 Complaint as though fully set forth herein.

12 73. Plaintiff is informed and believes and thereon alleges that the Defendants, and their
13 agents, representatives, and employees, represented both orally and in writing to Plaintiff at the
14 time of the transfer of the assets, including the Subject Property, to the Plaintiff that the Subject
15 Property was designed, developed, constructed, and built in a good and workmanlike manner, with
16 good quality products, pursuant to appropriate plans and specifications, applicable industry
17 standards, and reasonably free of defects.

18 74. Defendants failed to disclose the existence of serious known latent defects and
19 deficiencies in the Subject Property and/or misrepresented the condition of the Subject Property,
20 which contained defects.

21 75. Plaintiff is informed, and believes, and thereon alleges, that Defendants and their
22 agents, representatives, and employees made these express representations and implied warranties
23 to the Plaintiff when Defendants and their agents had no sufficient or reasonable grounds for
24 believing them to be true, and said Defendants were negligent in not ascertaining the true
25 condition of the Subject Property and reporting it to the Plaintiffs.

26 76. Plaintiff relied to its detriment on the negligent misrepresentations and failures to
27 disclose material facts by said Defendants and their agents, representatives, and employees
28 relating to the Subject Property.

1 77. Plaintiff has recently become aware of the defects identified herein. As a direct and
2 proximate result of the aforesaid misrepresentations concerning the warranties, the efforts of the
3 Plaintiff to provide notice of warranty claims, obtain satisfaction of warranty claims, and to obtain
4 repairs justly due and owing under warranty claims, were rendered useless and futile, and Plaintiff
5 was thereby excused from any and all duties to Defendants, or any other warranty service
6 providers, to provide notice of further warranty claims.

7 78. Plaintiff is informed and believes, and thereon alleges, that as a direct and
8 proximate result of the negligent misrepresentations by Defendants, and each of them, Plaintiff has
9 sustained and will sustain damages as alleged herein, in excess of \$15,000.00.

10 79. Plaintiff incorporates by reference, as if set forth herein, the particular statement of
11 damages described in the Prayer for Relief.

12 **VI. FOURTH CLAIM FOR RELIEF**

13 **Declaratory Relief**
14 **(Against All Defendants)**

15 80. Plaintiff hereby incorporates and realleges Paragraphs 1 through 79 of the
16 Complaint as though fully set forth herein.

17 81. An actual controversy has arisen and now exists between Plaintiff and Defendants
18 concerning their respective rights and duties in that Plaintiffs claim that, as a direct and proximate
19 result of the negligence and breach of implied warranties by Defendants, and the resulting
20 construction defects, Plaintiff has been, and will continue to be, caused damage, as more fully
21 described herein, including but not limited to, Plaintiff being denied the benefit of the express and
22 implied warranties contained therein in that, among other things, the interests of Plaintiff in the
23 Subject Property have been, and will be, reduced in value, and the useful life of the Subject
24 Property has been shortened, resulting in damage to Plaintiff, in an amount to be established at the
25 time of trial.

26 82. A further dispute has arisen and an actual controversy exists between Plaintiff and
27 Defendants as to whether Defendants have violated any provisions of applicable building and
28 construction practices, industry standards, governmental codes and restrictions, manufacturers'

1 requirements, and product specifications.

2 83. A further dispute has arisen and an actual controversy exists between Plaintiff and
3 Defendants as to whether the Subject Property has and is experiencing defective conditions, and
4 whether the Subject Property and the structures located thereon were not fit for their intended
5 purposes, were not of merchantable quality, and were not designed, erected, constructed or
6 installed in a workmanlike manner, and therefore, that the Subject Property as constructed is
7 defective and improper, and has resulted in damaged and defective structures and real property.

8 84. Further, Plaintiff claims that as a direct and proximate result of the negligence and
9 breaches of express and implied warranties by Defendants, and the resulting defective conditions
10 affecting the Subject Property, Plaintiffs have incurred and will continue to incur expenses,
11 including but not limited to attorney fees, expert witness fees, contractors' and subcontractors'
12 fees, and other associated costs of repair, all in an amount to be established at the time of trial.
13 Plaintiff is informed and believes and thereon alleges that Defendants deny any negligence and/or
14 breaches of express or implied warranties, and/or that Plaintiff has incurred, or will continue to
15 incur, any of the expenses claimed by Plaintiff herein.

16 85. A judicial determination of the respective parties' rights, duties, and obligations,
17 and a declaration as to the same with respect to the above-specified issues, is essential to the
18 administration of justice in this lawsuit and, therefore, is necessary and appropriate at this time in
19 order that Plaintiff and Defendants may ascertain their respective rights, duties, and obligations as
20 to each other and with respect to the above-specified controversies.

21 **VII. FIFTH CLAIM FOR RELIEF**

22 **Breach of NRS 116.1113 and the Implied Covenant of Good Faith** 23 **(Against All Defendants)**

24 86. Plaintiff hereby incorporates and realleges Paragraphs 1 through 85 of the
25 Complaint as though fully set forth herein.

26 87. Plaintiff is entitled to the benefits of all covenants of good faith contained in
27 agreements or any duties arising from Defendants' transfer of the Subject Property to the Plaintiff.

28 88. NRS 116.1113 (applicable to all common interest communities created within the

1 State of Nevada) provides that every contract or duty governed by Chapter 116 imposes an
2 obligation of good faith in its performance or enforcement.

3 89. NRS 116.1113 and the duties arising from NRS Chapter 116 impose upon said
4 Defendants an obligation of good faith.

5 90. Said Defendants knew and/or should have known at the time of constructing and/or
6 transfer of the Subject Property that it was defectively constructed as herein alleged. Said
7 Defendants' conduct was a breach of their statutory duty of good faith owed to the Plaintiff and its
8 members.

9 91. This conduct of the said Defendants was and remains the actual and proximate
10 cause of damages to Plaintiff, as set forth in the prayer for relief and incorporated herein by
11 reference.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff alleges, as damages caused by the conduct of Defendants, as set
14 forth in the Claims for Relief, and prays for the entry of judgment for damages and other relief
15 against Defendants, and each of them, as follows:

16 1. For general and special damages pursuant to NRS 40.600 *et seq.*, and all other
17 statutory or common law causes of action, as pled in this Complaint, all in an amount in excess of
18 \$15,000.00;

19 2. For the cost of repair and/or replacement of defects, in a sum to be determined
20 according to proof;

21 3. For costs and expenditures to correct, cure or mitigate damages caused or that will
22 be caused by defects and/or deficiencies caused by Defendants;

23 4. For losses associated with the defects and/or deficiencies, including loss of use,
24 relocation, and incidental expenses according to proof;

25 5. For reasonable attorney fees, costs, expert witness costs and expenses, both
26 pursuant to statutory and common laws;

27 6. For such relief as is necessary, including equitable and monetary relief, for a just
28 adjudication of this matter;

1 7. For prejudgment interest; and

2 8. For any other such relief that the Court deems just and proper.

3 **JURY DEMAND**

4 Plaintiff respectfully demands a trial by a jury of all issues so triable.

5 **AFFIRMATION**

6 The undersigned does hereby affirm, pursuant to NRS 239B.030, that this document and
7 any attachments do not contain personal information as defined in NRS 603A.040 about any
8 person.

9 DATED this 29th day of December, 2017.

10 **WOLF, RIFKIN, SHAPIRO,**
11 **SCHULMAN & RABKIN, LLP**

12 By: 

13 DON SPRINGMEYER, ESQ.

14 Nevada Bar No. 1021

15 JOHN SAMBERG, ESQ.

16 Nevada Bar 10828

17 ROYI MOAS, ESQ.

18 Nevada Bar No. 10686

19 5594 B Longley Lane

20 Reno, Nevada 89511

21 (775) 853-6787/Fax (775) 853-6774

22 *Attorneys for Plaintiff*

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INDEX OF EXHIBITS

Exhibit #	Description of Document	No. Pages
1	NRS Chapter 40 Notice	30

EXHIBIT 1

EXHIBIT 1

1 **WOLF, RIFKIN, SHAPIRO,**
2 **SCHULMAN & RABKIN, LLP**
3 DON SPRINGMEYER, ESQ. (NSB 1021)
4 JOHN SAMBERG, ESQ. (NSB 10828)
5 ROYI MOAS, ESQ. (NSB 10686)
6 5594 B Longley Lane
7 Reno, Nevada 89511
8 (775) 853-6787/Fax: (775) 853-6774
9 dspringmeyer@wrslawyers.com
10 jsamberg@wrslawyers.com
11 rmoas@wrslawyers.com

12 *Attorneys for Claimant Somerset Owners*
13 *Association*

14 SOMERSETT OWNERS ASSOCIATION, a
15 Domestic Non-Profit Corporation,

16 Claimant,

17 vs.

18 SOMERSETT DEVELOPMENT
19 COMPANY, LTD, a Nevada Limited Liability
20 Company; SOMERSETT, LLC, a dissolved
21 Nevada Limited Liability Company;
22 SOMERSETT DEVELOPMENT
23 CORPORATION, a dissolved Nevada
24 Corporation; PARSONS BROS ROCKERIES,
25 CA INC. a Nevada Corporation; PARSONS
26 BROS ROCKERIES CALIFORNIA INC. dba
27 PARSONS WALLS, a California Corporation;
28 Q & D CONSTRUCTION, INC., a Nevada
Corporation, and DOES 1 through 50,
inclusive,

Respondents.

NRS CHAPTER 40 NOTICE OF CLAIMS
NRS § 40.645

PLEASE TAKE NOTICE that SOMERSETT OWNERS ASSOCIATION (the
“Association” or “Claimant”), pursuant to NRS 116.3102 and the governing documents of the
Association, and NRS 40.600, *et seq.* hereby provides notice of claims for constructional defects
(as that term is defined and used in NRS §§ 40.600 - 40.695) against Respondents, as captioned
and identified above, as to the common area at the Association’s property located in the City of
Reno, Washoe County, Nevada (the “Project”). The Association also asserts claims for breach of

AA000021

1 warranty and damages relating to the common areas of the Project. Said claims include breach of
2 express and implied warranties under the provisions of NRS §§ 116.4113 and 116.4114, for
3 violations of declarants' additional duties to the Association under the applicable provisions of
4 NRS, Chapter 116, as well as for negligence, willful misconduct, fraudulent concealment of
5 defects, and any and all other rights of claim or causes of action under any other statutory or
6 common law rights which the said Claimant may have as against Respondents, and each of them
7 individually, and jointly and severally.

8 1. This Notice is being given to satisfy the requirements of NRS 40.645, in
9 accordance with NRS 40.645(2)(a). This Notice is being served in an effort to comply with all and
10 any other statutory requirements to provide notice of constructional defects to the responsible
11 parties. This Notice is given without prejudice to any rights of the Claimant, all of which are
12 hereby reserved.

13 2. Included in this Notice as an attachment, which is incorporated by reference and
14 attached hereto as Exhibit 1, is a signed statement, signed under penalty of perjury by Thomas C.
15 Fitzgerald, a member of the executive board and/or an officer of the Association, who hereby
16 verifies that each such defect, damage and injury specified in the notice exists.

17 3. Included in this Notice as an attachment, which is incorporated by reference and
18 attached hereto as **Exhibit 2** with (due to the large number of documents) its Appendix A
19 provided on an accompanying cd disc marked as Exhibit 2a, is the preliminary evaluation of
20 American Geotechnical, Inc., which identifies in specific detail the defect, damage and or injury to
21 the common areas that is the subject of this claim, including, without limitation, the location of
22 each such defect, damage and injury through its Maps, Appendices, and thousands of photos, all of
23 which are part of the evaluation and thereby incorporated herein by reference and attachment.
24 Further described therein is the cause of the defects if the cause is known and the nature and extent
25 that is known of the damage or injury resulting from the defects.

26 4. This Notice is addressed to all manufacturers, suppliers, contractors,
27 subcontractors, and relevant agents of which Claimant is currently aware, who may have
28 performed construction, building, manufacturing, and supply services at the Project and/or

performed services as "contractor(s)" as that term is defined in NRS § 40.620 and/or acted in concert with any of them or as declarants of the CC&Rs of the Project.

This Notice is being provided to the list of Respondents by certified mail, return receipt requested, to the address listed in the records of the State Contractors' Board or in the records of the office of the county or city clerk or at the contractor's last known address if the contractor's address is not listed in those records:

SOMERSETT DEVELOPMENT COMPANY, LTD. **Article #: 7016 0750 0000 3388 0196**
c/o GBS Advisors, Inc., Managing Member
One E. Liberty St., Suite 444
Reno, Nevada 89501

SOMERSETT DEVELOPMENT COMPANY, LTD. **Article #: 7016 0750 0000 3388 0226**
c/o Sierra Corporate Services, Registered Agent
100 West Liberty St., 10th Floor
Reno, Nevada 89501

SOMERSETT DEVELOPMENT CORPORATION **Article #: 7016 0750 0000 3388 -0202**
c/o GBS Advisors, Inc., Managing Member
One E. Liberty St., Suite 444
Reno, Nevada 89501

SOMERSETT DEVELOPMENT CORP **Article #: 7016 0750 0000 3388 0219**
c/o Sierra Corporate Services, Registered Agent
100 West Liberty St., 10th Floor
Reno, Nevada 89501

SOMERSETT DEVELOPMENT CORPORATION **Article #: 7016 0750 0000 3388 0233**
c/o G. Blake Smith, President
P.O. Box 34360
Reno, NV 89533

SOMERSETT, LLC **Article #: 7016 0750 0000 3388 0240**
c/o GBS Advisors, Inc., Managing Member
One E. Liberty St., Suite 444
Reno, Nevada 89501

SOMERSETT, LLC **Article #: 7016 0750 0000 3388 0257**
c/o GBS Advisors, Inc., Managing Member
170 S. Virginia St., Suite 204
Reno, Nevada 89501

PARSONS BROS ROCKERIES, CA INC. **Article #: 7016 0750 0000 3388 0264**
c/o Kevin Parsons, President & Director
710 W. Sunset Road, Suite 110
Henderson, NV 89015

PARSONS BROS ROCKERIES, CA INC. **Article #: 7016 0750 0000 3388 0271**
c/o William F. Parsons, Secretary

1 3 Autumn Court
2 Reno, NV 89511

3 **PARSONS BROS ROCKERIES CALIFORNIA INC.**
4 **dba PARSONS WALLS**

Article #: 7016 0750 0000 3388 0288

5 c/o Kevin Parson, Registered Agent & Treasurer
6 710 W. Sunset Road, Suite 110
7 Henderson, NV 89015

8 **PARSONS BROS ROCKERIES CALIFORNIA INC.**
9 **dba PARSONS WALLS**

Article #: 7016 0750 0000 3388 0295

10 c/o Gordon McCarthy
11 1588 Bedell Court
12 Roseville, CA 95745

13 **Q & D CONSTRUCTION, INC.**

Article #: 7016 0750 0000 3388 0301

14 c/o Sierra Corporate Services, Registered Agent
15 100 West Liberty St., 10th Floor
16 Reno, Nevada 89501

17 **Q & D CONSTRUCTION, INC.**

Article #: 7016 0750 0000 3388 0318

18 c/o Chris A. Dianda, President
19 1050 South 21st Street
20 Sparks, NV 89431

21 **Q & D CONSTRUCTION, INC.**

Article #: 7016 0750 0000 3388 0325

22 c/o Norman L. Dianda, Chairman of the Board
23 2100 Holcomb Ranch Road
24 Reno, NV 89511

25 5. The Claimant herein brings these claims on its own behalf for all defects and
26 damages to the common area rockery walls and appurtenances owned and/or the responsibility of
27 the Association, as further outlined herein in Exhibit 2 and incorporated by reference.

28 **Named Claimant:**

6. SOMERSETT OWNERS ASSOCIATION is a Nevada domestic non-profit
corporation;

7. The known defects, location, damage, and repair recommendation as of the date of
this Notice include those as listed and as itemized in **Exhibit 2, with all its appendices in a cd
disc marked as Exhibit 2a**, which is attached hereto and incorporated herein by this reference as
though set forth in full, and includes without limitation the fact that each of the rockery walls in
the subject common area present potential safety concerns, and additionally fall below generally
accepted industry and code standards due to, among other things and again without limitation,

1 design and/or construction defects.

2 8. The cause of the defects hereinafter specified, to the extent known at the time of the
3 mailing/service of this Notice, is presently believed to be as articulated in **Exhibit 2** and also may
4 be due to: (1) workmanship below the applicable standard of care, (2) violations of applicable
5 building codes, (3) violations of applicable construction standards, (4) violations of applicable
6 manufacturer's recommendations for system installations, (5) lack of proper and appropriate
7 supervision by general contractor and trades foremen, (6) failure to conform the construction to
8 the applicable plans and specifications, (7) improper design and construction of the components of
9 the residences and/or appurtenances within the development, (8) an inappropriately shortened
10 construction schedule, agreed to by the subcontractors, but which did not allow sufficient time for
11 the contractors involved to perform their work in a careful, prudent and workmanlike manner, (9)
12 manufacturing defects within the materials installed, (10) the failure of the contractors to carefully,
13 prudently and within the standard(s) of care of their respective construction trades inspect their
14 own work and the work of prior contractors which they necessarily would cover with their own
15 work, and or (11) other provisions which may be discovered during the continued course of
16 investigation into the aforementioned defects. In addition, Claimant is informed and believes and
17 thereupon states that certain contractors knowingly and willfully left their work uncorrected and in
18 a defective condition, and/or knowingly and willfully covered up the known defective work of
19 other contractors.

20 9. By virtue of this Notice, you, and each of you, must also take Notice that you have
21 certain timely obligations to the named Claimant herein above described, as well as to persons,
22 firms or corporations with whom or which you may have contracted to perform the work
23 complained of at the subdivision, all under the provisions of NRS §§ 40.646 - 40.649, inclusive.

24 10. This Notice shall also commence the tolling of all statutes of limitations and statutes
25 of repose in accordance with NRS § 40.695.

26 11. Each Respondent named herein is alleged to have caused, contributed and or is
27 responsible for the defects notices herein, and therefore must select a mediator by agreement with
28 Claimant . Pursuant to NRS § 40.680(2), Claimant hereby selects Robert Enzenberger, Esq. as a

1 mediator. Alternatively if the parties do not agree on Mr. Enzenberger as a mediator, Claimant is
2 willing to utilize the mediation services of Floyd Hale, Esq. and/or Hon. David Gamble (retired)
3 as possible mediators for this case. Pursuant to NRS § 40.680(2), you have 20 days to notify us of
4 your approval of one of these suggested mediators or to provide us with alternates.

5 **IF YOU DEFAULT IN FULFILLING ANY OF THE OBLIGATIONS, YOUR**
6 **RIGHTS UNDER THOSE SECTIONS AND OTHER PROVISIONS OF NRS §§ 40.600 -**
7 **40.695 MAY BE LOST.**

8 **ALL CORRESPONDENCE, DISCLOSURES, REQUESTS FOR INSPECTION**
9 **AND TESTING, RESPONSES REQUIRED, ELECTIONS, OFFERS OF REPAIR,**
10 **OFFERS TO RE-PURCHASE, OFFERS OF MONETARY COMPENSATION,**
11 **REQUESTS OR OFFERS TO MEDIATE, AND ALL OTHER COMMUNICATION WITH**
12 **THE ASSOCIATION REQUIRED BY NRS § 40.646 OR NRS §§ 40.6462 - 40.650 SHALL**
13 **BE ADDRESSED TO THE ASSOCIATION IDENTIFIED IN THIS NOTICE AND**
14 **SERVED OR DELIVERED AS REQUIRED BY STATUTE TO THE ASSOCIATION AT**
15 **THE FOLLOWING ADDRESS:**

16 **Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP**
17 **Don Springmeyer, Esq.**
18 **John Samberg, Esq.**
19 **Ref: RN5034-037**
20 **5594 B Longley Lane**
21 **Reno, Nevada 89511**

22 DATED this 28th day of December 2017, for and on behalf of Claimant.

23 **WOLF, RIFKIN, SHAPIRO,**
24 **SCHULMAN & RABKIN, LLP**

25 By: 

26 **DON SPRINGMEYER, ESQ.**

27 Nevada Bar No. 1021

28 **JOHN SAMBERG, ESQ.**

Nevada Bar No. 10828

ROYI MOAS, ESQ.

Nevada Bar No. 10686

Attorneys for Claimant Somerset Owners Association

EXHIBIT 1

EXHIBIT 1

AA000027

EXHIBIT 2

EXHIBIT 2

AA000029

PRELIMINARY EVALUATION

SOMERSETT MASTER ASSOCIATION – ROCKERY WALLS

7670 Town Square Way
Reno, Nevada

December 22, 2017
FN 40789-01



Corporate Office:
22725 Old Canal Rd.
Yorba Linda, CA 92887

2640 Financial Court
Suite A
San Diego, CA 92117

3100 Fite Circle
Suite 103
Sacramento, CA 95827

5600 Spring Mtn. Rd.
Suite 201
Las Vegas, NV 89146



**American
Geotechnical Inc.**
GEOTECHNICAL ENGINEERING / MATERIALS TESTING & INSPECTION

WWW.AMGT.COM

AA000030



American Geotechnical, Inc.

GEOTECHNICAL ENGINEERING / MATERIALS TESTING & INSPECTION

December 22, 2017

File No. 40789-01

Mr. John Samberg
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
5594-B Longley Lane
Reno, Nevada 89511

Subject: **PRELIMINARY EVALUATION**
SOMERSETT MASTER ASSOCIATION - ROCKERY WALLS
7670 Town Square Way
Reno, Nevada

Dear Mr. Samberg:

American Geotechnical is pleased to present this report containing the results of our preliminary evaluation into defects associated with the rockery walls that were constructed throughout the master planned community known as Somerset, in Reno Nevada. Our investigation included field observation and documentation of each common area rockery wall within the development. Our observations are summarized on 28 map sheets identifying the specific locations of construction defects identified at the site. Photographs of each wall are also included.

Our preliminary evaluation indicates that each of the rockery walls observed has pervasive construction related defects. Preliminary slope stability analysis indicates existing single and multi-tier rockery walls over four feet in height have factors of safety below generally accepted industry and code standards. To our knowledge, at least two large failures have occurred and are currently being repaired and/or investigated for purposes of repair. We have observed these failed areas during our reconnaissance.

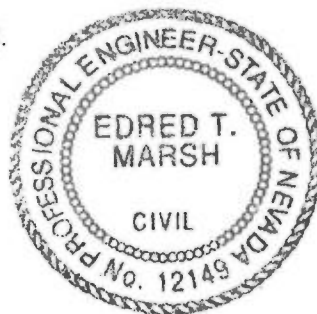
At the time of our preliminary evaluation, no plans, soil reports or calculations were available for our review, therefore, this report may be updated, extended, and/or amended based upon review of such documents and/or further investigation at the site.

We appreciate the opportunity to be of service. Should you have any questions regarding the information contained in this report, please do not hesitate to contact our office.

Respectfully submitted,

AMERICAN GEOTECHNICAL, INC.

Edred T. Marsh
Principal Engineer
P.E. 12149



Douglas S. Santo
Chief Engineering Geologist
C.E.G. 1866 (CA)

Fei-chiu (Jerry) Huang, Ph.D.
Principal Engineer
G.E. 2601 (CA)

Distribution: Mr. John Samberg – (2)

Via E-Mail

22725 Old Canal Road, Yorba Linda, CA 92887 - (714) 685-3900 - FAX (714) 685-3909
2640 Financial Court, Suite A, San Diego, CA 92117 - (858) 450-4040 - FAX (858) 457-0814
3100 Fite Circle, Suite 103, Sacramento, CA 95827 - (916) 368-2088 - FAX (916) 368-2188
5600 Spring Mountain Road, Suite 201, Las Vegas, NV 89146 - (702) 562-5046 - FAX (702) 562-2457

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1.0 GENERAL

This report presents the results of our preliminary investigation into construction and geotechnical defects identified in rockery retaining walls constructed at the subject site.

2.0 SCOPE OF SERVICES

The scope of work performed during our investigation included the following:

- Preliminary review of currently available geotechnical documents and regional geologic maps covering the area. References are included at end of this report.
- Review of Authoritative source documents including ARC Rock Wall Construction Guidelines 1992, the Nevada Standard Guidelines for Rockery Wall Construction dated April 15, 2005 and the Federal Highway Administration Rockery Design and Construction Guidelines, dated November 2006.
- Reconnaissance level observation of existing site conditions at each rockery wall located within the common areas of the development. Rockery walls located on private property were not observed as part of this work. During the site review, readily apparent construction and geotechnical defects were identified and noted. Representative photographs were taken during the field review.
- Preparation of representative cross sections through single, double and triple tiered rockery wall systems. For each of these wall systems, slope stability analysis was performed to evaluate the factor of safety of representative rockery wall segments.
- Analysis of information gathered during the investigation.
- Preparation of this report containing our findings and recommendations.

3.0 SITE DESCRIPTION AND BACKGROUND INFORMATION

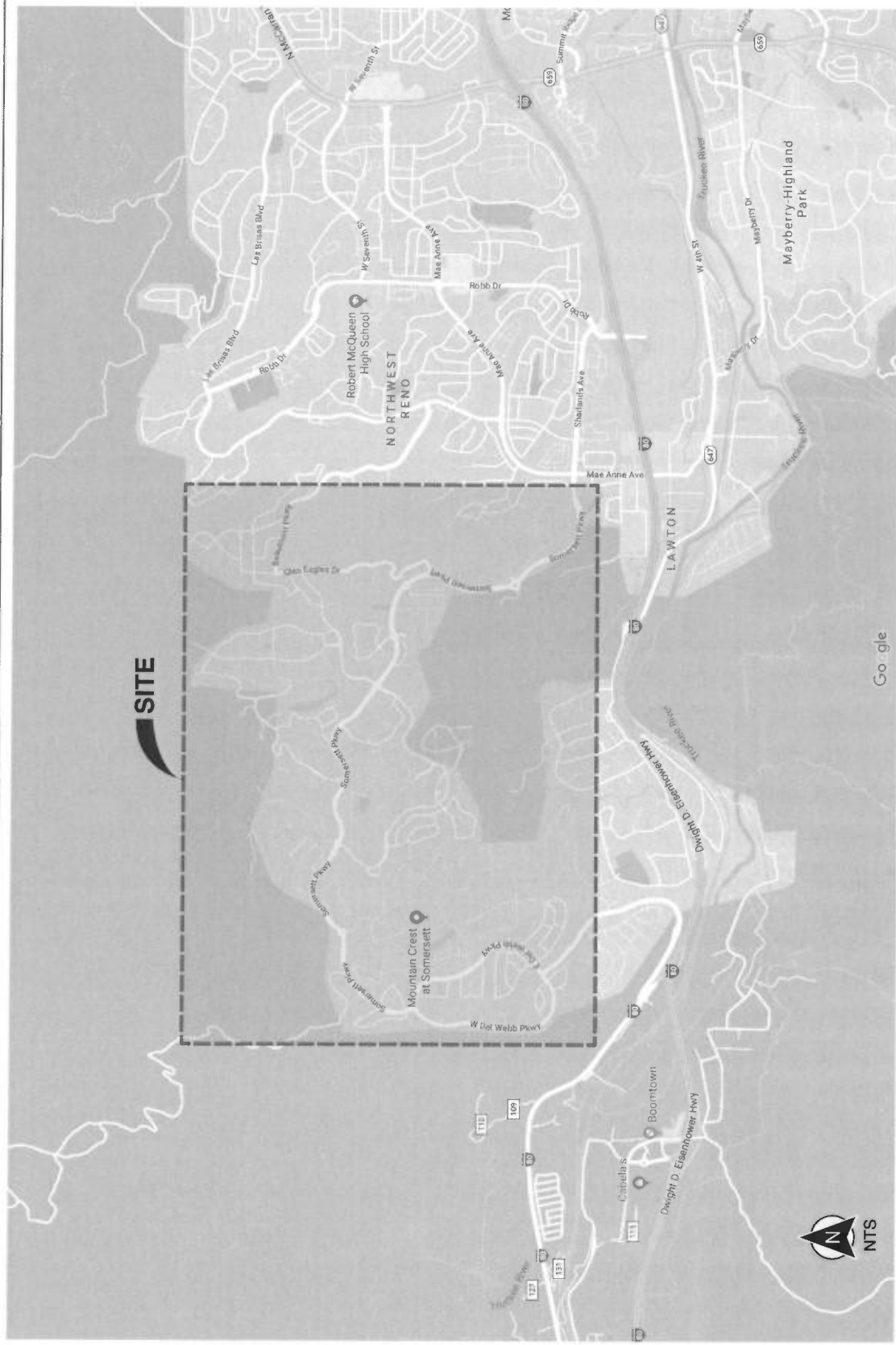
The Somersett residential development is located in the western portion of the city of Reno on the north side of Interstate 80 (see **Figure 1**). The development is accessed via Somersett Parkway on the east and Somersett Ridge Parkway on the west. Somersett Parkway roughly divides the development into north and south portions (see **Figure 2**). We understand the project area was mass graded into terraced residential lots and streets and later portioned for sale to independent builders. We understand the bulk or all of the dry stacked rock retaining walls (rockery walls) were designed and built as part of the mass grading operation. The rockery walls retain earth, facilitate grade separations between lots, and create desired level areas for the home sites. Original geotechnical, civil, and structural design reports, maps, and documents were not available for review as of the date of this report.

4.0 PURPOSE OF WORK

The purpose of the work was to review common area rockery walls at the Somersett Development to determine if the rockery walls were built in general accordance with applicable standards, and whether or not defects exist with the walls constructed within the study area. To determine whether or not a particular wall or segment of wall was considered to be defective, the definition described in the Nevada Revised Statute (**NRS 40.615**) was used in combination with generally accepted methods for documenting site conditions. A construction defect as defined in the Nevada Revised Statutes is as follows:

***“Constructional defect”** means a defect in the design, construction, manufacture, repair or landscaping of a new residence, of an alteration of or addition to an existing residence, or of an appurtenance and includes, without limitation, the design, construction, manufacture, repair or landscaping of a new residence, of an alteration of or addition to an existing residence, or of an appurtenance:*

- 1. Which presents an unreasonable risk of injury to a person or property; or*
- 2. Which is not completed in a good and workmanlike manner and proximately causes physical damage to the residence, an appurtenance or the real property to which the residence or appurtenance is affixed.*



REFERENCE MAP: GOOGLE MAP



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www.amgt.com

TITLE: SITE LOCATION MAP	
SOMERSET MASTER ASSOCIATION - ROCKERY WALLS	
SCALE: NTS	DATE: DEC 2017
	FILE NO.: 40789-01



REFERENCE MAP: GOOGLE EARTH PRO



AMERICAN GEOTECHNICAL, INC.
 22725 OLD CANAL ROAD, YORBA LINDA, CA 92887
 ☎ (714) 685-3900 ☎ (714) 685-3909
www.amgt.com

TITLE: AERIAL MAP	
SOMERSETT MASTER ASSOCIATION - ROCKERY WALLS	
SCALE: NTS	DATE: DEC 2017
FILE NO: 40789-01	

FIGURE
2

5.0 GENERAL GUIDELINES FOR ROCKERY WALLS

The ARC manual 1992 and the manual entitled "FHWA Rockery Design and Construction Guidelines dated 2006" are two readily available sources providing guidelines for rockery wall construction. The FHWA manual guidelines are generally considered consistent with the standard in the industry before and during the timeframe that this site was constructed. The manual states, among other things, the following for stone placement in rockery walls:

"When looking at the face of the rockery, the rocks should be stacked in an approximate 'running bond' pattern; that is, there should be no vertical columns of rock or continuous vertical joints running through the rockery. Continuous horizontal joints should also be avoided. The rocks should be selected and stacked such that most of the rocks in a given row are approximately the same size and gaps between rocks are minimized. Rocks with shapes that create voids with a linear dimension greater than 300 mm (12 in) shall be placed elsewhere to obtain better fit. It may be necessary to place rocks at several locations to determine the best fit for a given rock. If gaps larger than 150 mm (6 in) cannot be avoided, they should be chinked (filled) with smaller rocks. However, chinking rocks should not provide primary bearing support for overlying rocks."

Some of the guidelines in the documents reviewed formed the basis for gathering field data and documenting conditions in the field. The Nevada Standard Guidelines for Rockery Wall Construction dated provides general parameters for rockery wall design and further informed our field observations. However, the Nevada Standard Guidelines leave many of the wall details like height, rock size, structural calculations, etc. to the wall designer within specified minimums and maximums. As of this date, site specific design information was not available for review although required for the walls on this project. If and when such documents become available, our report may be modified as necessary depending on the results of our review of the available material.

6.0 FIELD OBSERVATIONS

The Somerset Development is a large residential development that consists is approximately 2,500 acres in size. The maps provided to our office depicted 325 common area rockery walls. During our review, we documented 26 additional walls that were not shown on the provided wall location map. These additional walls were also reviewed during our study.

To facilitate our field observations, the project area was divided into 28 individual maps. The maps are shown on Map Sheets 1 through 28 and a key map is included as **Plate 1**. Each map has one or more rockery walls identified by number. Each rockery wall was observed in the field by experienced staff of American Geotechnical and information on construction of the rockery walls was noted on the maps. Photographs were obtained at numerous locations along each wall. Photographs are reproduced herein as **Appendix A** and numbered in accordance with each map sheet. The following information was documented for each wall within the development along with "letter" designations.

- A = Height of wall
- B = Face batter
- C = Inadequacy of chinking rock and/or excessive voids
- D = Drain rock and/or retained soil spilling through voids
- E = Horizontal distance between tiers
- F = Poor rock placement or shape of individual rocks
- L = Lineal footage of wall

Field data for each wall is summarized on the appropriate map sheet.

7.0 SLOPE STABILITY ANALYSIS

Based on our field observation of the rockery walls at the site and relevant information gathered to date, we conducted preliminary stability analysis on representative wall configurations to look at the integrity of the walls, potential safety issues and to obtain soil shear strength parameters of the soil mass retained by the rockery walls. The preliminary analysis evaluated the existing conditions of on-site slope configurations considering long-term (gross) stability and short-term (pseudo-static) conditions. The pseudo-static analysis considers potential seismic loading in the event of an earthquake or other dynamic events. The analysis considered different wall types (one tier, two tier, and three tier walls) and wall height configurations (8-foot, 6-foot, and 4-foot high walls).

A computer program, GSTABL7 Version 2.004 with STEDwin 3.59, was utilized to conduct the stability analysis. The Spencer method of analysis was used for this phase of study. Although significant wetting occurred during the recent winter and rainy season, no groundwater conditions were modeled in our preliminary slope stability analysis, and therefore, the analysis could be considered less conservative for the safety factors calculated. The following sections discuss briefly the shear strength parameters analyzed, different types of walls and wall height configuration and results of our preliminary slope stability analysis.

7.1 SHEAR STRENGTH PARAMETERS

At this time, we have not been provided site specific soil testing information. As such, on a preliminary basis, to model the shear strength parameters of the onsite fill soils behind the rockery walls, we first performed back calculation analysis. The analysis was to estimate the shear strength parameters of the fill soil material behind the rockery wall for a factor of safety (FS) equal to one (i.e., $FS = 1$, condition of wall failure) under dry conditions (i.e., no groundwater builds up behind the wall). For the analysis, we utilized a three-tiered rockery wall with a 1:6 batter (horizontal:vertical) and 8-foot high each (7-feet above grade and 1 foot embedment) rockery wall. The three-tiered rockery wall used in our back-calculation analysis represents a typical three-tiered rockery wall system observed at the site.

Table 1 presents the shear strength parameters of fill soil material obtained from our back calculation and assigned shear strength parameters of rockery walls. These values were adopted and utilized in our subsequent preliminary slope stability analysis to analyze FS of onsite existing one tier, two tier, and three tier walls with various wall height configurations (i.e., 8-foot, 6-foot, and 4-foot high walls) under both static and pseudo-static conditions.

TABLE 1 – SHEAR STRENGTH PARAMETERS

MATERIAL	DENSITY (pcf)	FRICTION ANGLE	COHESION
Fill	125	34.3 (Back-calculated)	0
Rockery Wall	120	40	0

7.2 PRELIMINARY STABILITY ANALYSIS

7.2.1 THREE TIER ROCKERY WALLS

Based on the typical configuration and common occurrence of rockery walls on-site, we used three different wall height configurations (8-foot, 6-foot, and 4-foot) in our stability analysis. For 8-foot, 6-foot, and 4-foot high three tier rockery walls, the distance from the back face of the lower wall to the front face of the upper wall was 4 feet, 3 feet, and 2 feet, respectively. Although conditions varied on-site, each wall was assigned a one foot embedment and all tiered walls were provided a batter of 1:6 (horizontal:vertical).

The results of our stability analysis under static and dry conditions revealed that for three tier rockery walls, the FS for 8-foot, 6-foot, and 4-foot high walls are 1.001, 1.035, and 1.281, respectively. All of the factors of safety obtained in our stability analysis for three tier rockery walls are well below the recognized minimum FS of 1.5.

No pseudo-static stability analysis were performed for three tier rockery walls because all of the three tier rockery wall configurations have factors of safety (FS) below the minimum required factor of safety of 1.5 under static conditions.

7.2.2 TWO TIER ROCKERY WALLS

For two tier rockery walls, we also used three different wall height configurations (8-foot, 6-foot, and 4-foot) in our stability analysis. For 8-foot, 6-foot, and 4-foot high two tier rockery walls, the distance from the back face of the lower wall to the front face of the upper wall was 4 feet, 3 feet, and 2 feet, respectively. As above, each wall was assigned a one foot embedment and a batter of 1:6 (horizontal:vertical).

The results of our stability analysis under static and dry conditions revealed that the factors of safety for 8-foot, 6-foot, and 4-foot high walls configurations are 1.005, 1.102, and 1.287, respectively. All of the factors of safety obtained in our stability analysis for two tier rockery walls are well below the minimum required FS of 1.5.

As with the three tier rockery walls, no pseudo-static (seismic) stability analysis was performed for two tier rockery walls because all of the wall configurations have factors of safety below the minimum required factor of safety of 1.5 under static conditions.

7.2.3 SINGLE TIER ROCKERY WALLS

For single tier rockery walls, we used three different wall height configurations (8-foot, 6-foot, and 4-foot) in our stability analysis. As with the other wall configurations the single tier walls were assumed to have a one foot embedment (i.e., 7-foot, 5-foot, and 3-foot above grade, respectively) and a wall batter of 1:6 (horizontal:vertical).

The results of our stability analysis for single tier rockery walls under static and dry conditions revealed that the factors of safety for 8-foot, 6-foot, and 4-foot high wall configurations are 1.087, 1.219, and 1.549, respectively. Factors of safety for 8-foot and 6-foot high single tier rockery walls obtained in our stability analysis are well below the minimum required factor of safety of 1.5. Only the 4-foot high single tier rockery walls have factors of safety (FS) greater than the required minimum of (FS) 1.5.

In addition to the static analysis, we also performed pseudo-static (seismic) analysis for a 4-foot high, single tier rockery wall. The results of our stability analysis indicates that under pseudo-static (seismic) conditions the factor of safety for a single, 4-foot high single tier rockery wall is just greater than the minimum required factor of safety of 1.1. All other wall configurations fail.

7.2.4 SUMMARY OF SLOPE STABILITY ANALYSIS

Table 2 presents a summary of the results of our preliminary slope stability analysis. Results of our preliminary slope stability analysis are presented in **Appendix B** for reference. As illustrated in **Table 2**, the factors of safety calculated for all types of rockery walls with different wall height configurations are well below the minimum required factor of safety of 1.5 under static conditions with the exception of a 4-foot high single tier rockery wall, which has factor of safety greater than the minimum required factor of safety of 1.5 under the static condition and factor of safety of 1.1 under a pseudo-static (seismic) condition, respectively.

TABLE 2 – SUMMARY OF PRELIMINARY SLOPE STABILITY ANALYSIS

WALL TYPE	WALL HEIGHT (FT)	FACTOR OF SAFETY (STATIC)	FACTOR OF SAFETY (PSEUDO-STATIC)	REMARKS
Three Tier Wall	8	1.001	-	Back Calculation of FS = 1.0
Three Tier Wall	6	1.035	-	FS < 1.5, Not Acceptable
Three Tier Wall	4	1.281	-	FS < 1.5, Not Acceptable
Two Tier Wall	8	1.005	-	FS < 1.5, Not Acceptable
Two Tier Wall	6	1.102	-	FS < 1.5, Not Acceptable
Two Tier Wall	4	1.287	-	FS < 1.5, Not Acceptable
Single Tier Wall	8	1.087	-	FS < 1.5, Not Acceptable
Single Tier Wall	6	1.219	-	FS < 1.5, Not Acceptable
Single Tier Wall	4	1.549	1.137	FS > 1.5, Ok (Static) FS > 1.1, Ok (Pseudo-static)

8.0 DEFECT SUMMARY

The following outline presents the preliminary defective conditions identified relating to construction of the rockery walls. The outline and accompanying appendices identifies in specific detail the defect, damage, or injury as well as the location of each defect, damage or injury. The narrative in the report and the appendices, including the photographs provides a good indication of the nature and extent of the damage known. This summary is based on our visual review of the site and the background data discussed above.

8.1 Inadequate Chinking Rocks and/or Excessive Voids

(Identified by "C" on the accompanying maps in Appendix A)

Visual observation of the rockery walls indicated void spaces in excess of 6 inches, often in excess of 12 inches, with no or inadequate chinking rocks.

8.2 No Filter Fabric Enclosing Drain Rock

(Site Wide Adverse Condition)

Visual observation of the rockery walls indicated filter fabric was not used to enclose the drain rock on any walls observed. Drain rock was visible through the void spaces in the face rocks indicating filter fabric does not separate the face stones from drain rock allowing drain rock to spill through the void spaces. Retained soil was observed mixed with drain rock indicating filter fabric was likely not placed between retained soil and drain rock allowing piping and migration of retained soil into drain rock. Filter fabric is a recommended standard for construction of rockery walls.

8.3 Drain Rock and/or Retained Soil Spilling Through Voids

(Identified by "D" on the accompanying maps in Appendix A)

Visual observation of the rockery walls indicated that where void spaces had inadequate chinking rock, drain rock from behind the facing stones either alone, or commonly mixed with retained soil, were observed to spill through the face of the rockery wall. The use of filter fabric would have helped reduce the occurrence of this issue.

8.4 Bad Rock Placement or Shape

(Identified by "F" on the accompanying maps in Appendix A)

Visual observation of the rockery walls indicated individual stones were placed in such a manner that vertical and/or horizontal joints or columns were observed in the facing stones instead of a running bond pattern. Some individual stones had irregular shapes that resulted in inadequate point bearing on lower stones. Some individual stones were observed to be rounded as opposed to tabular in shape.

8.5 Over-Steepened Face Batter

The Nevada Standard Guidelines for Rockery Wall Construction indicate face batter should be less than about 80° measured from the horizontal, which equates to a 1:6 horizontal to vertical ratio. Visual observation of the rockery walls indicated numerous areas where the face batter exceeded 80° and where the batter was non-uniform.

8.6 Inadequate Wall Design

As discussed in **Section 7** of this report, our preliminary analysis indicates that the walls are generally unstable as constructed. Once the required plans and soil reports become available and additional investigation is conducted, we will be able to refine our analysis as deemed necessary.

9.0 SUMMARY OF WALL DEFECT ANALYSIS

Each of the rockery walls observed as part of this investigation exhibited pervasive construction related defects. The three most common defects observed were inadequate chinking rocks, excessive voids, and no filter fabric enclosing drain rock. These conditions were usually accompanied by drain rock mixed with retained soil spilling through the voids in the face of the rockery wall. These defects were often observed continuously along the height and length of individual walls and indicate systematic error and poor quality control during construction. The locations where these defects were observed on each rockery wall are identified on Maps 1 through 28 and incorporated herein by reference to the attached appendices. The long term result of these defects is expected to consist of migration of retained soil into the drain rock located behind the face stones, reduced efficiency of the drain rock layer, loss of ground behind the face stones as drain rock and retained soil spill through voids in the face of the wall, and ultimately, wall instability. As previously indicated, rockery wall failures have already occurred due to the design and construction deficiencies that exist on-site.

Although site design specifications have not been made available yet, another systematic defect identified in all of the rockery walls is inadequate factor of safety (FS). Three tier and two tier walls, as modeled, have a calculated factor of safety less than 1.5. One tier walls over 4 feet tall have a factor of safety less than 1.5. A factor of safety of 1.5 is the generally accepted value for slopes and walls located in and near residential properties. The low factor of safety for existing walls is consistent with two observed large rockery wall failures. One existing failure is located in Walls 177 and 178 south of the Trail Ridge Court cul-de-sac. These walls form a two-tier rockery wall. The top of the wall is coincident with rear yard perimeter fences for five single family residences. This failure resulted in collapse of a portion of wall 177, and out-of-slope lean and top of wall distress to Wall 178. The second failure is located in Walls 40, 41, and 109, which form a three tier rockery wall, and Walls 110, 111, and 112, which also form a three tier rockery wall. The walls abut one another in an open space lot between two single family residential properties on the east side of Timaru Court.

The failure resulted in collapse of a portion of each of the three tier walls and loss of lateral support for at least one of the Timaru Court residences.

Other defects observed in the field included over-steepened face batter, poor rock placement, and bad rock shape. The locations where these defects were observed are shown on the attached map sheets.

Other potential defects not evaluated as part of this investigation due to time constraints include poor quality rock used as face stones, inadequate rock foundation embedment at the base of the walls, property line encroachment on code required wall setbacks, inadequate or no subdrain pipe used in the drainage rock layer behind walls, and undersized and loose cap rocks.

10.0 CLOSURE

This report has been prepared for the sole use and benefit of our client. The intent of this report is to advise our client of geotechnical matters involving the construction of rockery retaining walls. Other site improvements were not evaluated as part of this investigation. Findings and conclusions herein are based on limited field observations and office analysis. No subsurface exploration or laboratory testing was completed as part of this study. It should be understood that the geotechnical consulting provided and the contents of this report are not perfect. Any errors and omissions, and/or any other geotechnical aspect of this project, noted by any party reviewing this report, should be reported to this office in a timely fashion. The client and their designated representatives are the only parties intended by this office to directly receive this advice; therefore, subsequent use of this report can only be authorized by the client.

Conclusions presented herein are based on evaluations of technical information gathered, experience, and professional judgment. No warranties in any respect are made as to the performance of the project.

REFERENCES:

Associated Rockery Contractors, 1992, Rock Wall Construction Guidelines

Bell, J.W. and Garside, L.J., 1987, Geologic Map of the Verdi Quadrangle, NBMG Urban Map 4Gg, Scale: 1:24,000.

Mack, D.A., et. al., 11/06, Rockery Design And Construction Guidelines, Federal Highway Administration Central Federal Lands Highway Division, Publication No. FHWA-CFL/TD-06-006.

Ramelli, A.R. et. al., 2011, Preliminary Revised Geologic Maps Of The Reno Urban Area, Nevada, NBMG Open-File Report 2011-07, Scale: 1:24,000.

Rockery Wall Construction Nevada Standard Guidelines, April 15, 2005, Sections 100 through 400.



American Geotechnical, Inc.
GEOTECHNICAL ENGINEERING / MATERIALS TESTING & INSPECTION

APPENDIX A – MAPS AND PHOTOGRAPHS

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5600 Spring Mountain Road, Suite 201, Las Vegas, NV 89146 - (702) 562-5046 - FAX (702) 562-2457

AA000047

CERTIFICATE OF MAILING

I hereby certify that on this 28th day of December 2017, a true and correct copy of the NRS Chapter 40 Notice of Claims was placed in an envelope, postage prepaid, via Certified mail, return receipt requested, addressed to the following Respondents' addresses as listed in the records of the State Contractors' Board or in the records of the office of the county or city clerk as follows:

SOMERSETT DEVELOPMENT COMPANY, LTD. Article #: 7016 0750 0000 3388 0196
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One E. Liberty St., Suite 444
Reno, Nevada 89501

SOMERSETT DEVELOPMENT COMPANY, LTD. Article #: 7016 0750 0000 3388 0226
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Henderson, NV 89015

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c/o William F. Parsons, Secretary
3 Autumn Court
Reno, NV 89511

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2 dba **PARSONS WALLS**
3 c/o Kevin Parson, Registered Agent & Treasurer
4 710 W. Sunset Road, Suite 110
5 Henderson, NV 89015

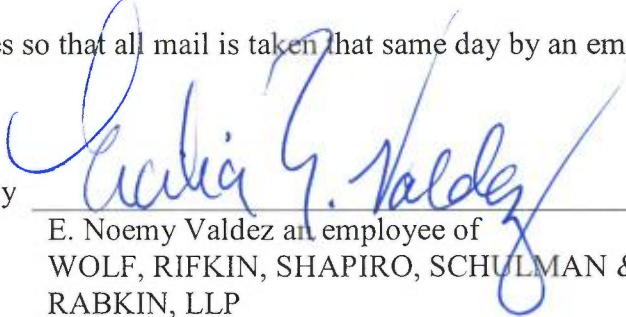
4 **PARSONS BROS ROCKERIES CALIFORNIA INC.** Article #: 7016 0750 0000 3388 0295
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13 Sparks, NV 89431

12 **Q & D CONSTRUCTION, INC.** Article #: 7016 0750 0000 3388 0325
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14 2100 Holcomb Ranch Road
15 Reno, NV 89511

15 The firm has established procedures so that all mail is taken that same day by an employee
16 and deposited in a U.S. Mail box.

17 By 
18 E. Noemy Valdez an employee of
19 WOLF, RIFKIN, SHAPIRO, SCHULMAN &
20 RABKIN, LLP

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RN5034-037

Somerset Owners Association v Somerset Development
Company, LTD. et al

Exhibit 2a

Appendix A to American Geotechnical, Inc. Dec. 22, 2017 FN
40789-01 Report – Maps & Photographs

AA000050

1 **2610**

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8 **IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 SOMERSETT OWNERS ASSOCIATION,
11 a Domestic Non-Profit Corporation,

12 Plaintiff,

13 vs.

14 SOMERSETT DEVELOPMENT COMPANY,
15 LTD, a Nevada Limited Liability Company;
16 SOMERSETT, LLC a dissolved Nevada
17 Limited Liability Company; SOMERSETT
18 DEVELOPMENT CORPORATION, a
19 dissolved Nevada Corporation; PARSONS
20 BROS ROCKERIES, CA INC. a Nevada
21 Corporation; PARSONS BROS ROCKERIES
22 CALIFORNIA INC. dba PARSONS WALLS, a
23 California Corporation; Q & D Construction,
24 Inc., a Nevada Corporation, and DOES 5
25 through 50, inclusive,

26 Defendants.

Case No. CV17-02427

Dept. No. 15

**DOE AMENDMENT TO PLAINTIFF'S
COMPLAINT TO SUBSTITUTE TRUE
NAMES FOR FICTITIOUS NAMES**

21 Plaintiff, SOMERSETT OWNERS ASSOCIATION, has learned the true names of FOUR
22 (4) of the fictitiously named Doe defendants sued in its Complaint as DOES 1 through 250,
23 inclusive, and hereby substitutes the true names for the fictitious names wherever they appear in
24 the Complaint as follows:

25 DOE 1- PARSONS BROS. ROCKERIES, INC., a Washington Corporation;

26 DOE 2 - PARSONS ROCKS! LLC, a Nevada Limited Liability Company;

27 DOE 3 - PARSON BROS. ROCKERIES CA INC., a corporation registered in
28 Nevada as a foreign corporation from California

DOE 4 - PARSON BROS. ROCKERIES CALIFORNIA, INC., a California Corporation.

AFFIRMATION

The undersigned does hereby affirm, pursuant to NRS 239B.030, that this document and any attachments do not contain personal information as defined in NRS 603A.040 about any person.

DATED this 11th day of April 2018.

**WOLF, RIFKIN, SHAPIRO,
SCHULMAN & RABKIN, LLP**

By: /s/ John Samberg, Esq.

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Attorneys for Plaintiffs

1
2
3 **CERTIFICATE OF SERVICE**

4 I hereby certify that on this 11th day of April, 2018, a true and correct copy of **DOE**
5 **AMENDMENT TO PLAINTIFF'S COMPLAINT TO SUBSTITUTE TRUE NAMES FOR**
6 **FICTITIOUS NAMES** was sent via electronic mail to the following:

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17 E. Noemy Valdez, an employee of
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8 **IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 **SOMERSETT OWNERS ASSOCIATION,**
11 **a Domestic Non-Profit Corporation,**

12 **Plaintiff,**

13 **vs.**

14 **SOMERSETT DEVELOPMENT COMPANY,**
15 **LTD, a Nevada Limited Liability Company;**
16 **SOMERSETT, LLC a dissolved Nevada**
17 **Limited Liability Company; SOMERSETT**
18 **DEVELOPMENT CORPORATION, a**
19 **dissolved Nevada Corporation; PARSONS**
20 **BROS ROCKERIES, CA INC. a Nevada**
21 **Corporation; PARSONS BROS ROCKERIES**
22 **CALIFORNIA INC. a California Corporation**
23 **dba PARSONS WALLS, a California**
24 **Corporation; Q & D Construction, Inc., a**
25 **Nevada Corporation, PARSONS ROCKS!**
26 **LCC., a Nevada Limited Liability Company;**
27 **PARSONS BROS. ROCKERIES, INC., a**
28 **Washington Corporation; and DOES 5 through**
50, inclusive,

Defendants.

Case No. CV17-02427

Dept. No. 15

SUMMONS

TO THE DEFENDANT, PARSONS BROS. ROCKERIES, INC.: YOU HAVE BEEN
SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD
UNLESS YOU RESPOND IN WRITING WITHIN 20 DAYS. READ THE
INFORMATION BELOW VERY CAREFULLY.

1 A civil Complaint or petition has been filed by the Plaintiff against you for the relief set
2 forth in that document (see complaint or petition). When service is by publication, add a brief
3 statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b)
The object of this action is: Complex Construction Defect.

4 1. If you intend to defend this lawsuit, you must do the following within 20 days after
5 service of this Summons, exclusive of the day of service:

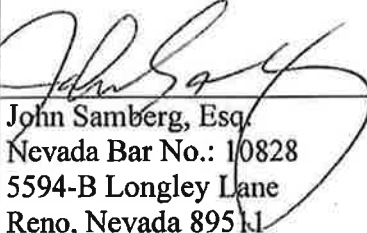
6 a. File with the Clerk of this Court, whose address is shown
7 below, a **formal written answer** to the Complaint or petition, along
8 with the appropriate filing fees, in accordance with the rules of the
Court; and;

9 b. Serve a copy of your answer upon the attorney or Plaintiff
10 whose name and address is shown below.


11 2. Unless you respond, a default will be entered upon application of the Plaintiff and
12 this Court may enter a judgment against you for the relief demanded in the
complaint or petition.

13 Dated this 13th day of April, 2018

14 Issued on behalf of Plaintiff
15 WOLF, RIFKIN, SHAPIRO, SCHULMAN
& RABKIN, LLP

16 
17 John Samberg, Esq.
18 Nevada Bar No.: 10828
19 5594-B Longley Lane
20 Reno, Nevada 89511
21 (775) 853-6787

JACQUELINE BRYANT
CLERK OF THE COURT

22 
23 DEPUTY CLERK
24 Second Judicial District Court
25 75 Court Street
26 Reno, Nevada 89501
27
28

DECLARATION OF PERSONAL SERVICE

(To be filled out and signed by the person who served the Defendant or Respondent)

STATE OF _____)
COUNTY OF _____)

I, _____, declare:
(Name of person who completed service)

1. That I am not a party to this action and I am over 18 years of age.
2. That I personally served a copy of the Summons and the following documents:

upon _____, at the following
(Name of Respondent/Defendant who was served)

address: _____

on the _____ day of _____, 2018.
(Month)

This document does not contain the Social Security Number of any person.

I declare, under penalty of perjury under the law of the State of Nevada, that the foregoing
is true and correct.

(Signature of person who completed service)

ORIGINAL

FILED
Electronically
CV17-02427
2018-04-17 02:44:22 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6634017 : yviloria

1 4085

2 **WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP**

3 DON SPRINGMEYER, ESQ. (NSB 1021)

4 JOHN SAMBERG, ESQ. (NSB 10828)

5 ROYI MOAS, ESQ. (NSB 10686)

6 5594 B Longley Lane

7 Reno, Nevada 89511

8 (775) 853-6787/Fax (775) 853-6774

9 dspringmeyer@wrslawyers.com

10 jsamberg@wrslawyers.com

11 rmoas@wrslawyers.com

12 *Attorneys for Somerset Owners Association*

13
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**IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

SOMERSETT OWNERS ASSOCIATION,
a Domestic Non-Profit Corporation,

Plaintiff,

vs.

SOMERSETT DEVELOPMENT COMPANY,
LTD, a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; PARSONS
BROS ROCKERIES, CA INC. a Nevada
Corporation; PARSONS BROS ROCKERIES
CALIFORNIA INC. dba PARSONS WALLS, a
California Corporation; Q & D Construction,
Inc., a Nevada Corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. CV17-02427

Dept. No. 15

SUMMONS

**TO THE DEFENDANT, PARSONS BROS ROCKERIES, CA INC: YOU HAVE BEEN
SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD
UNLESS YOU RESPOND IN WRITING WITHIN 20 DAYS. READ THE
INFORMATION BELOW VERY CAREFULLY.**

A civil Complaint or petition has been filed by the Plaintiff against you for the relief set forth in that document (see complaint or petition). When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b)

AA000057

1 The object of this action is: Complex Construction Defect.

2 1. If you intend to defend this lawsuit, you must do the following within 20 days after
3 service of this Summons, exclusive of the day of service:

4 a. File with the Clerk of this Court, whose address is shown
5 below, a **formal written answer** to the Complaint or petition, along
6 with the appropriate filing fees, in accordance with the rules of the
7 Court; and;

8 b. Serve a copy of your answer upon the attorney or Plaintiff
9 whose name and address is shown below.

10 2. Unless you respond, a default will be entered upon application of the Plaintiff and
11 this Court may enter a judgment against you for the relief demanded in the
12 complaint or petition.

13 Dated this 8th day of January, 2018

14 Issued on behalf of Plaintiff
15 WOLF, RIFKIN, SHAPIRO, SCHULMAN
16 & RABKIN, LLP

17 
18 John Samberg, Esq.
19 Nevada Bar No. 10828
20 5594-B Longley Lane
21 Reno, Nevada 89511
22 (775) 853-6787

JACQUELINE BRYANT
CLERK OF THE COURT

23 By: 
24 DEPUTY CLERK
25 Second Judicial District Court
26 75 Court Street
27 Reno, Nevada 89501

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
DON SPRINGMEYER, ESQ. (NSB 1021)
JOHN SAMBERG, ESQ. (NSB 10828)
ROYI MOAS, ESQ. (NSB 10686)
5594 B Longley Lane
Reno, Nevada 89511
(775) 853-6787/Fax (775) 853-6774
dspringmeyer@wrslawyers.com
jsamberg@wrslawyers.com
rmoas@wrslawyers.com
Attorneys for Somerset Owners Association

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND
FOR THE COUNTY OF WASHOE**

Plaintiff / Petitioner: SOMERSETT OWNERS ASSOCIATION, a Domestic Non-Profit Corporation	Case No: CV17-02427 Dept. No. 15
Defendant / Respondent: SOMERSETT DEVELOPMENT COMPANY, LTD, a Nevada Limited Liability Company; SOMERSETT, LLC a dissolved Nevada Limited Liability Company; SOMERSETT DEVELOPMENT CORPORATION, a dissolved Nevada Corporation; PARSONS BROS ROCKERIES, CA INC. a Nevada Corporation; PARSONS BROS ROCKERIES CALIFORNIA INC. dba PARSONS WALLS, a California Corporation; Q & D Construction, Inc., a Nevada Corporation, and DOES 4 through 50, inclusive,	AFFIDAVIT/DECLARATION OF SERVICE PARSONS BROS. ROCKERIES CA, INC.

I, JOHN ELY, R-082291, EXP 06/22/2020, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents. That on Thu, Apr 12 2018 at 11:22 AM, at the address of 710 W SUNSET RD, STE 110, within HENDERSON, NV, the undersigned duly served the following document(s): SUMMONS; COMPLAINT FOR DAMAGES; EXHIBIT 2a ON CD in the above entitled action upon PARSONS BROS. ROCKERIES CA, INC. c/o KEVIN PARSON, REGISTERED AGENT, by then and there, personally delivering 1 true and correct copy(ies) of the above documents into the hands of and leaving same with SAMUEL GARCIA, PER NEVADA REVISED STATUTE 14.020 2. as a person of suitable age and discretion at the address above, which address is the most recent street address of the registered

///

///

///

AA000059

agent shown on the information filed with the Secretary of State pursuant to chapter 77 of NRS.
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045. Affirmation pursuant to NRS 239B.030 - The undersigned does hereby affirm that the preceding document does not contain the Social Security number of any person.

Date: APRIL 12, 2018



JOHN ELY, R-082291, EXP 06/22/2020
ACE Executive Services, LLC (NV #2021C)
8275 S EASTERN AVE STE 200
LAS VEGAS, NV 89123
702 919-7223
Job: 2178311 (RN5034-037)

AA000060

1 4085

2 WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
3 DON SPRINGMEYER, ESQ. (NSB 1021)
4 JOHN SAMBERG, ESQ. (NSB 10828)
5 ROYI MOAS, ESQ. (NSB 10686)
6 5594 B Longley Lane
7 Reno, Nevada 89511
8 (775) 853-6787/Fax (775) 853-6774
9 dspringmeyer@wrslawyers.com
10 jsamberg@wrslawyers.com
11 rmoas@wrslawyers.com
12 Attorneys for Somerset Owners Association
13
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22

9 IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA
10 IN AND FOR THE COUNTY OF WASHOE

11 SOMERSETT OWNERS ASSOCIATION,
12 a Domestic Non-Profit Corporation,

13 Plaintiff,

14 vs.

15 SOMERSETT DEVELOPMENT COMPANY,
16 LTD, a Nevada Limited Liability Company;
17 SOMERSETT, LLC a dissolved Nevada
18 Limited Liability Company; SOMERSETT
19 DEVELOPMENT CORPORATION, a
20 dissolved Nevada Corporation; PARSONS
21 BROS ROCKERIES, CA INC. a Nevada
22 Corporation; PARSONS BROS ROCKERIES
23 CALIFORNIA INC. dba PARSONS WALLS, a
24 California Corporation; Q & D Construction,
25 Inc., a Nevada Corporation, and DOES 1
26 through 50, inclusive,

27 Defendants.
28

Case No. CV17-02427

Dept. No. 15

23 SUMMONS

24 TO THE DEFENDANT, Q&D CONSTRUCTION: YOU HAVE BEEN SUED. THE
25 COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS
26 YOU RESPOND IN WRITING WITHIN 20 DAYS. READ THE INFORMATION
BELOW VERY CAREFULLY.

27 A civil Complaint or petition has been filed by the Plaintiff against you for the relief set
28 forth in that document (see complaint or petition). When service is by publication, add a brief
statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b)

1 The object of this action is: Complex Construction Defect.

2 1. If you intend to defend this lawsuit, you must do the following within 20 days after
3 service of this Summons, exclusive of the day of service:

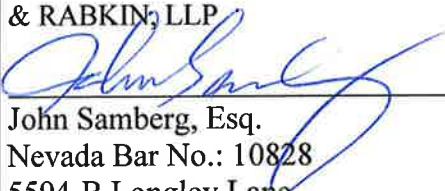
4 a. File with the Clerk of this Court, whose address is shown
5 below, a **formal written answer** to the Complaint or petition, along
6 with the appropriate filing fees, in accordance with the rules of the
7 Court; and;

8 b. Serve a copy of your answer upon the attorney or Plaintiff
9 whose name and address is shown below.


10 2. Unless you respond, a default will be entered upon application of the Plaintiff and
11 this Court may enter a judgment against you for the relief demanded in the
12 complaint or petition.

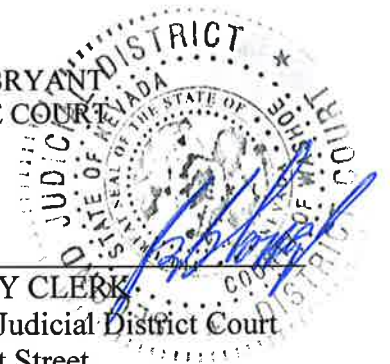
13 Dated this 8th day of January, 2018.

14 Issued on behalf of Plaintiff
15 WOLF, RIFKIN, SHAPIRO, SCHULMAN
16 & RABKIN, LLP

17 
18 John Samberg, Esq.
19 Nevada Bar No.: 10828
20 5594-B Longley Lane
21 Reno, Nevada 89511
22 (775) 853-6787

JACQUELINE BRYANT
CLERK OF THE COURT

23 By: 
24 DEPUTY CLERK
25 Second Judicial District Court
26 75 Court Street
27 Reno, Nevada 89501



IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION, A
DOMESTIC NON-PROFIT CORPORATION,

Plaintiff(s),

CASE NO: CV17-02427

VS.

SOMERSETT DEVELOPMENT COMPANY, LTD., A
NEVADA LIMITED LIABILITY COMPANY; ET. AL.,

Defendant(s),

DECLARATION OF SERVICE

STATE OF NEVADA
COUNTY OF WASHOE

SS.:

ROBERT JAMES CLARK, being duly sworn says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, and not a party to nor interested in the proceedings in which this Affidavit is made.

That Affiant received copy(ies) of the **FLASH DRIVE; SUMMONS; COMPLAINT FOR DAMAGES**; On 4/12/2018 and served the same on 4/16/2018 at 11:46 AM by delivery and leaving a copy with:

Bill Magrath - Manager, pursuant to NRS 14.020 as a person of suitable age and discretion, of the office of SIERRA CORPORATE SERVICES-RENO, registered agent for Q&D CONSTRUCTION, INC., A NEVADA CORPORATION, at the registered address of:

100 W Liberty St Fl 10, Reno, NV 89501-1962

A description of Bill Magrath is as follows

Gender	Color of Skin/Race	Hair	Age	Height	Weight
Male	White	Gray /White	56-60	5'6 - 6'0	240-260 Lbs

Pursuant to NRS 239B.030 this document does not contain the social security number of any person.

Affiant does hereby affirm under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed on: 4/16/2018

by ROBERT JAMES CLARK

Registration: R -060170

No notary is required per NRS 53.045

X

ROBERT JAMES CLARK

Registration: R -060170

Reno Carson Messenger Service, Inc #322

185 Martin St.

Reno, NV 89509

(775) 322-2424

www.renocarson.com



4085

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
DON SPRINGMEYER, ESQ. (NSB 1021)
JOHN SAMBERG, ESQ. (NSB 10828)
ROYI MOAS, ESQ. (NSB 10686)
5594 B Longley Lane
Reno, Nevada 89511
(775) 853-6787/Fax (775) 853-6774
dspringmeyer@wrslawyers.com
jsamberg@wrslawyers.com
rmoas@wrslawyers.com
Attorneys for Somerset Owners Association

IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION,
a Domestic Non-Profit Corporation,

Plaintiff,

vs.

SOMERSETT DEVELOPMENT COMPANY,
LTD, a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; PARSONS
BROS ROCKERIES, CA INC. a Nevada
Corporation; PARSONS BROS ROCKERIES
CALIFORNIA INC. dba PARSONS WALLS, a
California Corporation; Q & D Construction,
Inc., a Nevada Corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. CV17-02427

Dept. No. 15

SUMMONS

**TO THE DEFENDANT, SOMERSETT DEVELOPMENT COMPANY, LTD: YOU HAVE
BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING
HEARD UNLESS YOU RESPOND IN WRITING WITHIN 20 DAYS. READ THE
INFORMATION BELOW VERY CAREFULLY.**

A civil Complaint or petition has been filed by the Plaintiff against you for the relief set forth in that document (see complaint or petition). When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b)

1 The object of this action is: Complex Construction Defect.

2 1. If you intend to defend this lawsuit, you must do the following within 20 days after
3 service of this Summons, exclusive of the day of service:

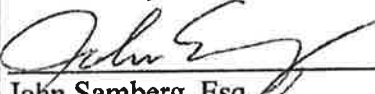
4 a. File with the Clerk of this Court, whose address is shown
5 below, a **formal written answer** to the Complaint or petition, along
6 with the appropriate filing fees, in accordance with the rules of the
Court; and;

7 b. Serve a copy of your answer upon the attorney or Plaintiff
8 whose name and address is shown below.


9 2. Unless you respond, a default will be entered upon application of the Plaintiff and
10 this Court may enter a judgment against you for the relief demanded in the
complaint or petition.

11 Dated this 8th day of January, 2018

12 Issued on behalf of Plaintiff
13 WOLF, RIFKIN, SHAPIRO, SCHULMAN
14 & RABKIN, LLP

15 
16 John Samberg, Esq.
17 Nevada Bar No.: 10828
18 5594-B Longley Lane
19 Reno, Nevada 89511
20 (775) 853-6787

JACQUELINE BRYANT
CLERK OF THE COURT

21 By: 
22 DEPUTY CLERK
23 Second Judicial District Court
24 75 Court Street
25 Reno, Nevada 89501

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION, A
DOMESTIC NON-PROFIT CORPORATION,

Plaintiff(s),

CASE NO: CV17-02427

VS.

SOMERSETT DEVELOPMENT COMPANY, LTD, A
NEVADA LIMITED LIABILITY COMPANY; ET. AL.,

Defendant(s),

DECLARATION OF SERVICE

STATE OF NEVADA
COUNTY OF WASHOE

SS:

ROBERT JAMES CLARK, being duly sworn says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, and not a party to nor interested in the proceedings in which this Affidavit is made.

That Affiant received copy(ies) of the **FLASH DRIVE; SUMMONS AND COMPLAINT FOR DAMAGES** On 4/12/2018 and served the same on 4/16/2018 at 11:46 AM by delivery and leaving a copy with:

Bill Magrath - Manager, pursuant to NRS 14.020 as a person of suitable age and discretion, of the office of SIERRA CORPORATE SERVICES - RENO, registered agent for SOMERSETT DEVELOPMENT COMPANY, LTD, A NEVADA LIMITED LIABILITY COMPANY., at the registered address of:

100 W Liberty St Fl 10, Reno, NV 89501-1962

A description of Bill Magrath is as follows

Gender	Color of Skin/Race	Hair	Age	Height	Weight
Male	White	Gray /White	56-60	5'6 - 6'0	240-260 Lbs

Pursuant to NRS 239B.030 this document does not contain the social security number of any person.

Affiant does hereby affirm under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed on: 4/16/2018

by **ROBERT JAMES CLARK**

Registration: R -060170

No notary is required per NRS 53.045

X

ROBERT JAMES CLARK

Registration: R -060170

Reno Carson Messenger Service, Inc #322

185 Martin St.

Reno, NV 89509

(775) 322-2424

www.renocarson.com



ORIGINAL

FILED
Electronically
CV17-02427
2018-04-19 03:14:04 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6639004 : csulezic

1 **4085**
2 **WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP**
3 **DON SPRINGMEYER, ESQ. (NSB 1021)**
4 **JOHN SAMBERG, ESQ. (NSF 10828)**
5 **ROYI MOAS, ESQ. (NSB 1066)**
6 **5594 B Longley Lane**
7 **Reno, Nevada 89511**
8 **(775) 853-6787/Fax (775) 853-6774**
9 **dspringmeyer@wrslawyers.com**
10 **jsamberg@wrslawyers.com**
11 **rmoas@wrslawyers.com**
12 **Attorneys for Somerset Owners Association**

9 **IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA**
10 **IN AND FOR THE COUNTY OF WASHOE**

11 **SOMERSETT OWNERS ASSOCIATION,**
12 **a Domestic Non-Profit Corporation,**

13 **Plaintiff,**

14 **vs.**

15 **SOMERSETT DEVELOPMENT COMPANY,**
16 **LTD, a Nevada Limited Liability Company;**
17 **SOMERSETT, LLC a dissolved Nevada**
18 **Limited Liability Company; SOMERSETT**
19 **DEVELOPMENT CORPORATION, a**
20 **dissolved Nevada Corporation; PARSONS**
21 **BROS ROCKERIES, CA INC. a Nevada**
22 **Corporation; PARSONS BROS ROCKERIES**
23 **CALIFORNIA INC. a California Corporation**
24 **dba PARSONS WALLS, a California**
25 **Corporation; Q & D Construction, Inc., a**
26 **Nevada Corporation, PARSONS ROCKS!**
27 **LCC., a Nevada Limited Liability Company;**
28 **PARSONS BROS. ROCKERIES, INC., a**
Washington Corporation; and DOES 5 through
50, inclusive,

Defendants.

Case No. CV17-02427

Dept. No. 15

SUMMONS

26 **TO THE DEFENDANT, PARSONS ROCKS! LLC: YOU HAVE BEEN SUED. THE**
27 **COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS**
28 **YOU RESPOND IN WRITING WITHIN 20 DAYS. READ THE INFORMATION**
BELOW VERY CAREFULLY.

AA000067

1 A civil Complaint or petition has been filed by the Plaintiff against you for the relief set
2 forth in that document (see complaint or petition). When service is by publication, add a brief
3 statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b)
4 The object of this action is: Complex Construction Defect.

5 1. If you intend to defend this lawsuit, you must do the following within 20 days after
6 service of this Summons, exclusive of the day of service:

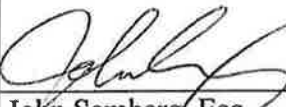
7 a. File with the Clerk of this Court, whose address is shown
8 below, a **formal written answer** to the Complaint or petition, along
9 with the appropriate filing fees, in accordance with the rules of the
10 Court; and;

11 b. Serve a copy of your answer upon the attorney or Plaintiff
12 whose name and address is shown below.


13 2. Unless you respond, a default will be entered upon application of the Plaintiff and
14 this Court may enter a judgment against you for the relief demanded in the
15 complaint or petition.

16 Dated this ~~11th~~ ^{13th} day of April, 2018

17 Issued on behalf of Plaintiff
18 WOLF, RIFKIN, SHAPIRO, SCHULMAN
19 & RABKIN, LLP

20 
21 John Samberg, Esq.
22 Nevada Bar No.: 10828
23 5594-B Longley Lane
24 Reno, Nevada 89511
25 (775) 853-6787

JACQUELINE BRYANT
CLERK OF THE COURT


DEPUTY CLERK
Second Judicial District Court
75 Court Street
Reno, Nevada 89501

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION, A
DOMESTIC NON-PROFIT CORPORATION,

Plaintiff(s),

CASE NO: CV17-02427

VS.

SOMERSETT DEVELOPMENT COMPANY, LTD, A
NEVADA LIMITED LIABILITY COMPANY; ET. AL.,

Defendant(s),

DECLARATION OF SERVICE

STATE OF NEVADA
COUNTY OF WASHOE

SS:

JOHNNO LAZETICH, being duly sworn says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, and not a party to nor interested in the proceedings in which this Affidavit is made.

That Affiant received copy(ies) of the **SUMMONS; COMPLAINT FOR DAMAGES; CD** On 4/16/2018 and served the same on 4/17/2018 at 11:50 AM by delivery and leaving a copy with:

Joan Atkinson - Administrative Assistant, pursuant to NRS 14.020 as a person of suitable age and discretion, of the office of STEPHEN C. MOLLATH, registered agent for PARSONS ROCKS! LCC., A NEVADA LIMITED LIABILITY COMPANY, at the registered address of:

6560 S McCarran Blvd, Reno, NV 89509-6163

A description of Joan Atkinson is as follows

Gender	Color of Skin/Race	Hair	Age	Height	Weight
Female		Black	41-45	6'0 - 6'6	140-160 Lbs

Pursuant to NRS 239B.030 this document does not contain the social security number of any person.

Affiant does hereby affirm under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed on: 4/18/2018
by JOHNNO LAZETICH
Registration: R-015143

No notary is required per NRS 53.045



X

JOHNNO LAZETICH
Registration: R-015143
Reno Carson Messenger Service, Inc #322
185 Martin St.
Reno, NV 89509
(775) 322-2424
www.renocarson.com



1 4085

2 WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

3 DON SPRINGMEYER, ESQ. (NSB 1021)

4 JOHN SAMBERG, ESQ. (NSB 10828)

5 ROYI MOAS, ESQ. (NSB 10686)

6 5594 B Longley Lane

7 Reno, Nevada 89511

8 (775) 853-6787/Fax (775) 853-6774

9 dspringmeyer@wrslawyers.com

10 jsamberg@wrslawyers.com

11 rmoas@wrslawyers.com

12 Attorneys for Somerset Owners Association

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**IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

11 SOMERSETT OWNERS ASSOCIATION,
12 a Domestic Non-Profit Corporation,

13 Plaintiff,

14 vs.

15 SOMERSETT DEVELOPMENT COMPANY,
16 LTD, a Nevada Limited Liability Company;
17 SOMERSETT, LLC a dissolved Nevada
18 Limited Liability Company; SOMERSETT
19 DEVELOPMENT CORPORATION, a
20 dissolved Nevada Corporation; PARSONS
21 BROS ROCKERIES, CA INC. a Nevada
22 Corporation; PARSONS BROS ROCKERIES
23 CALIFORNIA INC. dba PARSONS WALLS, a
24 California Corporation; Q & D Construction,
25 Inc., a Nevada Corporation, and DOES 1
26 through 50, inclusive,

27 Defendants.

Case No. CV17-02427

Dept. No. 15

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SUMMONS

24 **TO THE DEFENDANT, SOMERSETT DEVELOPMENT CORPORATION: YOU HAVE**
25 **BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING**
26 **HEARD UNLESS YOU RESPOND IN WRITING WITHIN 20 DAYS. READ THE**
27 **INFORMATION BELOW VERY CAREFULLY.**

28 A civil Complaint or petition has been filed by the Plaintiff against you for the relief set forth in that document (see complaint or petition). When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b)

1 The object of this action is: Complex Construction Defect.

2 1. If you intend to defend this lawsuit, you must do the following within 20 days after
3 service of this Summons, exclusive of the day of service:

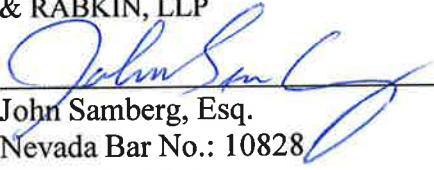
4 a. File with the Clerk of this Court, whose address is shown
5 below, a **formal written answer** to the Complaint or petition, along
6 with the appropriate filing fees, in accordance with the rules of the
7 Court; and;

8 b. Serve a copy of your answer upon the attorney or Plaintiff
9 whose name and address is shown below.


10 2. Unless you respond, a default will be entered upon application of the Plaintiff and
11 this Court may enter a judgment against you for the relief demanded in the
12 complaint or petition.

13 Dated this 8th day of January, 2018.

14 Issued on behalf of Plaintiff
15 WOLF, RIFKIN, SHAPIRO, SCHULMAN
16 & RABKIN, LLP

17 
18 John Samberg, Esq.
19 Nevada Bar No.: 10828
20 5594-B Longley Lane
21 Reno, Nevada 89511
22 (775) 853-6787

JACQUELINE BRYANT
CLERK OF THE COURT

23 By: 
24 DEPUTY CLERK
25 Second Judicial District Court
26 75 Court Street
27 Reno, Nevada 89501

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION, A
DOMESTIC NON-PROFIT CORPORATION,

Plaintiff(s),

CASE NO: CV17-02427

VS.

SOMERSETT DEVELOPMENT COMPANY, LTD, A
NEVADA LIMITED LAIBILITY COMPANY,

Defendant(s),

DECLARATION OF SERVICE

STATE OF NEVADA
COUNTY OF WASHOE

SS.:

ROBERT JAMES CLARK, being duly sworn says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, and not a party to nor interested in the proceedings in which this Affidavit is made.

That Affiant received copy(ies) of the FLASH DRIVE; SUMMONS; COMPLAINT FOR DAMAGES; On 4/12/2018 and served the same on 4/17/2018 at 2:20 PM by delivery and leaving a copy with:

By then and there personally delivering a true and correct copy of the documents into the hands of and leaving with Jennie chapman whose title is Manager GBS ADVISORS, INC. registered agent.

Served on behalf of SOMERSETT DEVELOPMENT CORPORATION, A DISSOLVED NEVADA CORPORATION

Service Address: 1 E Liberty St Ste 444 , Reno, NV 895012122

A description of Jennie chapman is as follows

Gender	Color of Skin/Race	Hair	Age	Height	Weight
Female	White	Brown	36-40	5'6 - 6'0	120-140 Lbs

Pursuant to NRS 239B.030 this document does not contain the social security number of any person.

Affiant does hereby affirm under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed on: 4/20/2018

by ROBERT JAMES CLARK

Registration: R -060170

No notary is required per NRS 53.045

X



ROBERT JAMES CLARK
Registration: R -060170
Reno Carson Messenger Service, Inc #322
185 Martin St.
Reno, NV 89509
(775) 322-2424
www.renocarson.com



ORIGINAL

FILED
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CV17-02427
2018-04-20 01:22:41 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6640598 : csulezic

4085

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

DON SPRINGMEYER, ESQ. (NSB 1021)

JOHN SAMBERG, ESQ. (NSB 10828)

ROYI MOAS, ESQ. (NSB 10686)

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jsamberg@wrslawyers.com

rmoas@wrslawyers.com

Attorneys for Somerset Owners Association

**IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

SOMERSETT OWNERS ASSOCIATION,
a Domestic Non-Profit Corporation,

Plaintiff,

vs.

SOMERSETT DEVELOPMENT COMPANY,
LTD, a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; PARSONS
BROS ROCKERIES, CA INC. a Nevada
Corporation; PARSONS BROS ROCKERIES
CALIFORNIA INC. dba PARSONS WALLS, a
California Corporation; Q & D Construction,
Inc., a Nevada Corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. CV17-02427

Dept. No. 15

SUMMONS

**TO THE DEFENDANT, SOMERSETT LLC: YOU HAVE BEEN SUED. THE COURT
MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU
RESPOND IN WRITING WITHIN 20 DAYS. READ THE INFORMATION BELOW
VERY CAREFULLY.**

A civil Complaint or petition has been filed by the Plaintiff against you for the relief set forth in that document (see complaint or petition). When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b)

AA000073

1 The object of this action is: Complex Construction Defect.

2 1. If you intend to defend this lawsuit, you must do the following within 20 days after
3 service of this Summons, exclusive of the day of service:

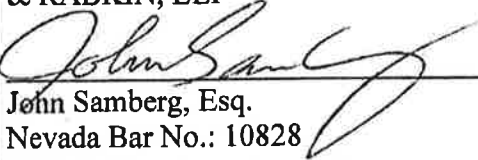
4 a. File with the Clerk of this Court, whose address is shown
5 below, a **formal written answer** to the Complaint or petition, along
6 with the appropriate filing fees, in accordance with the rules of the
Court; and;

7 b. Serve a copy of your answer upon the attorney or Plaintiff
8 whose name and address is shown below.

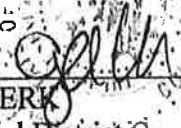
9 2. Unless you respond, a default will be entered upon application of the Plaintiff and
10 this Court may enter a judgment against you for the relief demanded in the
complaint or petition.

11 Dated this 8th day of January, 2018.

12 Issued on behalf of Plaintiff
13 WOLF, RIFKIN, SHAPIRO, SCHULMAN
14 & RABKIN, LLP

15 
16 John Samberg, Esq.
17 Nevada Bar No.: 10828
5594-B Longley Lane
18 Reno, Nevada 89511
(775) 853-6787

JACQUELINE BRYANT
CLERK OF THE COURT

19 By: 
20 DEPUTY CLERK
21 Second Judicial District Court
22 75 Court Street
23 Reno, Nevada 89501

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF WASHOESOMERSETT OWNERS ASSOCIATION, A
DOMESTIC NON-PROFIT CORPORATION,

Plaintiff(s),

CASE NO: CV17-02427

VS.

SOMERSETT DEVELOPMENT COMPANY, LTD., A
NEVADA LIMITED LIABILITY COMAPNY; ET. AL.,

Defendant(s),

DECLARATION OF SERVICESTATE OF NEVADA
COUNTY OF WASHOE

SS.:

ROBERT JAMES CLARK, being duly sworn says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, and not a party to nor interested in the proceedings in which this Affidavit is made.

That Affiant received copy(ies) of the **FLASH DRIVE; SUMMONS AND COMPLAINT FOR DAMAGES** On 4/12/2018 and served the same on 4/17/2018 at 2:20 PM by delivery and leaving a copy with:

By then and there personally delivering a true and correct copy of the documents into the hands of and leaving with **Jennie chapman** whose title is **Manager GBS ADVISORS, INC. registered agent**.

Served on behalf of **SOMERSETT, LLC., A DISSOLVED NEVADA LIMITED LIABILITY COMPANY**

Service Address: **1 E Liberty St Ste 444 , Reno, NV 895012122**

A description of Jennie chapman is as follows

Gender	Color of Skin/Race	Hair	Age	Height	Weight
Female	White	Brown	36-40	5'6 - 6'0	120-140 Lbs

Pursuant to NRS 239B.030 this document does not contain the social security number of any person.

Affiant does hereby affirm under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed on: 4/20/2018

by ROBERT JAMES CLARK

Registration: R -060170

No notary is required per NRS 53.045

X

ROBERT JAMES CLARK

Registration: R -060170

Reno Carson Messenger Service, Inc #322

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1 4085

2 WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

3 DON SPRINGMEYER, ESQ. (NSB 1021)

4 JOHN SAMBERG, ESQ. (NSB 10828)

5 ROYI MOAS, ESQ. (NSB 10686)

6 5594 B Longley Lane

7 Reno, Nevada 89511

8 (775) 853-6787/Fax (775) 853-6774

9 dspringmeyer@wrslawyers.com

10 jsamberg@wrslawyers.com

11 rmoas@wrslawyers.com

12 Attorneys for Somerset Owners Association

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**IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

SOMERSETT OWNERS ASSOCIATION,
a Domestic Non-Profit Corporation,

Plaintiff,

vs.

SOMERSETT DEVELOPMENT COMPANY,
LTD, a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; PARSONS
BROS ROCKERIES, CA INC. a Nevada
Corporation; PARSONS BROS ROCKERIES
CALIFORNIA INC. dba PARSONS WALLS, a
California Corporation; Q & D Construction,
Inc., a Nevada Corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. CV17-02427

Dept. No. 15

SUMMONS

**TO THE DEFENDANT, PARSONS BROS ROCKERIES, CALIFORNIA INC dba
PARSONS WALLS: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST
YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING
WITHIN 20 DAYS. READ THE INFORMATION BELOW VERY CAREFULLY.**

A civil Complaint or petition has been filed by the Plaintiff against you for the relief set forth in that document (see complaint or petition). When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b)

AA000076

1 The object of this action is: Complex Construction Defect.

2 1. If you intend to defend this lawsuit, you must do the following within 20 days after
3 service of this Summons, exclusive of the day of service:

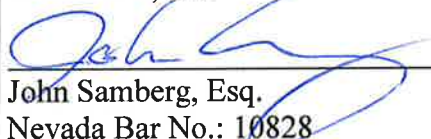
4 a. File with the Clerk of this Court, whose address is shown
5 below, a **formal written answer** to the Complaint or petition, along
6 with the appropriate filing fees, in accordance with the rules of the
7 Court; and;

8 b. Serve a copy of your answer upon the attorney or Plaintiff
9 whose name and address is shown below.


10 2. Unless you respond, a default will be entered upon application of the Plaintiff and
11 this Court may enter a judgment against you for the relief demanded in the
12 complaint or petition.

13 Dated this ____ day of JAN 08 2018, 2018

14 Issued on behalf of Plaintiff
15 WOLF, RIFKIN, SHAPIRO, SCHULMAN
16 & RABKIN, LLP

17 
18 John Samberg, Esq.
19 Nevada Bar No.: 10828
20 5594-B Longley Lane
21 Reno, Nevada 89511
22 (775) 853-6787

JACQUELINE BRYANT
CLERK OF THE COURT

23 By: 
24 DEPUTY CLERK
25 Second Judicial District Court
26 75 Court Street
27 Reno, Nevada 89501



WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
DON SPRINGMEYER, ESQ. (NSB 1021)
JOHN SAMBERG, ESQ. (NSB 10828)
ROYI MOAS, ESQ. (NSB 10686)
5594 B Longley Lane
Reno, Nevada 89511
(775) 853-6787/Fax (775) 853-6774
dspringmeyer@wrslawyers.com
jsamberg@wrslawyers.com
rmoas@wrslawyers.com
Attorneys for Somerset Owners Association

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND
FOR THE COUNTY OF WASHOE**

Plaintiff / Petitioner: SOMERSETT OWNERS ASSOCIATION, a Domestic Non-Profit Corporation	Case No: CV17-02427 Dept. No. 15
Defendant / Respondent: SOMERSETT DEVELOPMENT COMPANY, LTD, a Nevada Limited Liability Company; SOMERSETT, LLC a dissolved Nevada Limited Liability Company; SOMERSETT DEVELOPMENT CORPORATION, a dissolved Nevada Corporation; PARSONS BROS ROCKERIES, CA INC. a Nevada Corporation; PARSONS BROS ROCKERIES CALIFORNIA INC. dba PARSONS WALLS, a California Corporation; Q & D Construction, Inc., a Nevada Corporation, and DOES 4 through 50, inclusive,	AFFIDAVIT/DECLARATION OF SERVICE PARSONS BROS. ROCKERIES CALIFORNIA INC dba PARSONS WALLS, INC.

I, Jonathan Shisler, being duly sworn, or under penalty of perjury, state that at all times relevant, I was over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents.

That on Fri, Apr 13 2018 at 04:49 PM, at the address of 1588 BEDELL CT, within ROSEVILLE, CA, the undersigned duly served the following document(s): SUMMONS; COMPLAINT FOR DAMAGES; EXHIBIT 2a ON CD in the above entitled action upon PARSONS BROS. ROCKERIES CALIFORNIA INC dba PARSONS WALLS, INC. c/o GORDON MCCARTY, REGISTERED AGENT/AGENT FOR SERVICE OF PROCESS, by then and there, personally delivering 1 true and correct copy(ies) of the above

///

///

///

AA000078

documents into the hands of and leaving same with GORDON MCCARTY, REGISTERED AGENT/AGENT FOR SERVICE OF PROCESS.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. No Notary is Required per NRS 53.045. Affirmation pursuant to NRS 239B.030 – The undersigned does hereby affirm that the preceding document does not contain the Social Security number of any person.

Date: APRIL 16, 2018



Jonathan Shisler, FOR:

ACE Executive Services, LLC (NV #2021C)
8275 S EASTERN AVE STE 200
LAS VEGAS, NV 89123
702 919-7223
Job: 2178847 (RN5034-037)

AA000079

1090
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
DON SPRINGMEYER, ESQ. (NSB 1021)
JOHN SAMBERG, ESQ. (NSB 10828)
ROYI MOAS, ESQ. (NSB 10686)
5594 B Longley Lane
Reno, Nevada 89511
(775) 853-6787/Fax (775) 853-6774
dspringmeyer@wrslawyers.com
jsamberg@wrslawyers.com
rmoas@wrslawyers.com
Attorneys for Somersett Owners Association

**IN THE SECOND JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

SOMERSETT OWNERS ASSOCIATION,
a Domestic Non-Profit Corporation,

Plaintiff,

vs.

SOMERSETT DEVELOPMENT COMPANY,
LTD, a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; Q & D
Construction, Inc., a Nevada Corporation;
PARSONS BROS ROCKERIES, INC., a
Washington Corporation; PARSONS ROCKS!,
LLC., a Nevada Limited Liability Company,
and DOES 5 through 50, inclusive,

Defendants.

Case No. CV-1702427

Dept. No. 15

**FIRST AMENDED COMPLAINT FOR
DAMAGES (CORRECTED)**

Exempt from Arbitration:

- 1) Complex Construction Defect
Litigation pursuant to NRS 40.600
et seq. and NRS Chapter 116 (NRS §§
116.4113, 116.4114)
- 2) Damages in excess of \$50,000
- 3) Declaratory Relief Requested

Demand for Jury Trial

PLAINTIFF, by and through its attorneys, WOLF, RIFKIN, SHAPIRO, SCHULMAN, &
RABKIN, LLP, hereby files this Complaint for Claims for Relief against Defendants, and each of
them, and hereby complains, alleges and states as follows:

I. PARTIES

A. Plaintiff

1. Plaintiff, Somersett Owners Association, (hereinafter referred to as the

AA000080

1 “Association”), at all times herein mentioned is and was incorporated as a domestic non-profit
2 Nevada corporation with its principal place of business in Washoe County, Nevada as a common-
3 interestcommunity governed by NRS Chapter 116.

4 2. The Association is comprised of owners of single family residential units and
5 common areas, including but not limited to improvements, appurtenances, common areas, and
6 structures built and existing upon certain parcels of real property (hereinafter referred to as the
7 “Association Development,” and/or the “Community”), all as more specifically described in the
8 Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens,
9 Reservations, and Easements recorded in the Official Records of Washoe County, Nevada, and
10 any amendments thereto (hereinafter referred to as the “CC&Rs”).

11 3. The Association is informed and believes, and based thereon alleges, that the
12 CC&Rs were recorded before title to any common area within the Association Development was
13 conveyed by deed, and are referenced in the deeds to all common areas within the Association
14 Development.

15 4. Development and construction of the Association Development continued by the
16 declarant/developer(s) and involved contractors until the year the Association board became
17 homeowner controlled.

18 5. By the terms of the CC&Rs and pursuant to Nevada Revised Statute, Chapter 116
19 of the Common Interest Ownership Act, and specifically including NRS 116.3102, the Association
20 is granted the general authority and responsibility to bring the herein stated action in its own name,
21 on behalf of units’ owners within the Association , and hereby asserts and exercises such authority
22 and responsibility as to the claims related to the common areas identified herein..

23 6. In accordance with the CC&Rs, the Association has the right and duty to manage,
24 operate, control, repair, replace and restore the Association, including the right to enter into
25 contracts to accomplish its duties and obligations, and has all of the powers necessary to carry out
26 its rights and obligations, including the right, duty, and power to contract for legal services to
27 prosecute any action affecting the Association and or its homeowners when such action is deemed
28 by it necessary to enforce its powers, rights, and obligations, including the bringing of this action.

1 **B. Defendants**

2 7. Plaintiff is informed and believes, and thereon alleges, that Defendant
3 SOMERSETT DEVELOPMENT COMPANY, LTD, (herein referred to as “Somerset
4 Development”) whose registered agent is Sierra Corporate Services, Registered Agent, located at
5 100 West Liberty St., 10th Floor, Reno, Nevada 89501 is, and at all times herein mentioned was,
6 and continues to be a Nevada Limited Liability Company engaged in business in Washoe County,
7 Nevada, as a real estate developer and or builder.

8 8. Plaintiff is informed and believes, and thereon alleges, that Defendant
9 SOMERSETT, LLC (herein referred to as “Somerset”) whose registered agent was Sierra
10 Corporate Services, located at 100 West Liberty St., 10th Floor, Reno, Nevada 89501 is a
11 dissolved company and at all times herein mentioned was a Nevada Limited Liability Company
12 engaged in business in Washoe County, Nevada, as a real estate developer and or builder.

13 9. Plaintiff is informed and believes, and thereon alleges, that Defendant
14 SOMERSETT DEVELOPMENT CORPORATION (herein referred to as “Somerset Corp.”)
15 whose registered agent was Sierra Corporate Services, located at 100 West Liberty St., 10th Floor,
16 Reno, Nevada 89501, is a dissolved corporation and at all times herein mentioned was a Nevada
17 Corporation engaged in business in Washoe County, Nevada.

18 10. Plaintiff is informed and believes, and thereon alleges, that Defendant Somerset
19 Development, Somerset, LLC, and Somerset Corp. are interrelated and/or successor entities each
20 as to the other in form or forms presently unknown. Plaintiff reserves the right to amend this
21 Complaint at such time as the inter-relationships become known.

22 11. Plaintiff is informed and believes, and thereon alleges, that at all times pertinent
23 hereto, Somerset Development, Somerset, LLC and Somerset Corp., and those acting in concert
24 with them (co-defendants herein) were developers, contractors, materialmen, suppliers, and
25 builders of the “Common Elements” as defined in NRS, Chapter 116, which are the subject matter
26 of this action.

27 12. Plaintiff is informed and believes, and thereon alleges, that, at all times pertinent
28 hereto, Somerset Development, Somerset LLC, and Somerset Corp. and those acting in concert

1 with them (co-defendants herein) were declarants of the CC&Rs, applicable to the “Common
2 Elements” as defined in NRS, Chapter 116, which are the subject matter of this action.

3 13. Plaintiff is informed and believes, and thereon alleges, that Defendant Q & D
4 CONSTRUCTION, INC., (“Q & D”) whose registered agent is Sierra Corporate Services, located
5 at 100 West Liberty St., 10th Floor, Reno, Nevada 89501, is and at all times herein mentioned
6 was, a Nevada Corporation engaged in business in Washoe County, Nevada.

7 14. Plaintiff is informed and believes, and thereon alleges, that Defendant PARSONS
8 BROS ROCKERIES, INC., a Washington Corporation; (“Parsons Rockeries”) whose registered
9 agent is Kevin Parsons, located at 710 W. Sunset Road, Suite 10, Henderson, NV 891015, is and
10 at all times herein mentioned was, a Washington Corporation licensed to do business in the State
11 of Nevada as a foreign entity.

12 15. Plaintiff is informed and believes, and thereon alleges, that Defendant PARSONS
13 ROCKS!, LLC., a Nevada Limited Liability Company (“Parsons Rocks”), whose registered agent
14 is Kevin Parsons, located at 710 W. Sunset Road, Suite 10, Henderson, NV 891015, is and at all
15 times herein mentioned was, a Nevada limited liability company licensed to do business in the
16 State of Nevada.

17 16. The true names and capacities of Defendants sued herein as DOES 5 -50 (together
18 with Somersett Development, Somersett, LLC., Somersett Corp., Parsons Rockeries, Parsons
19 Rocks and Q & D, as “Defendants”) inclusive, and each of them, are presently unknown to
20 Plaintiff and therefore, they are sued herein under fictitious names. Prior to the filing of this
21 Complaint, Plaintiff made a good-faith effort to identify all parties who or which should be
22 properly named as first-party Defendants herein, including inquiry of the named defendant herein,
23 but were unable to identify such person(s) or entity(ies) with sufficient probability to warrant their
24 inclusion herein at this time. Plaintiff will identify and name DOE Defendants when the true
25 names and capacities of such Defendants are ascertained.

26 17. Plaintiffs are informed and believe that DOES 5 – 50 are in some way negligently
27 or otherwise proximately responsible for the injuries and damage suffered by Plaintiff as herein
28 alleged. All such Defendants named above, including DOES 5- 50, inclusive, shall hereinafter be

1 referred to as “Defendants.”

2 18. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
3 herein, each of the Defendants were and remain the agents, servants, general contractors,
4 subcontractors, materialmen, suppliers, designers, representatives, independent contractors,
5 partners, joint venturers, predecessors, successors, alter egos, and/or employees of each and/or
6 some of the other Defendants, and in doing those acts referred to herein, were acting within the
7 course and scope of their authority as such agents, servants, subcontractors, representatives,
8 independent contractors, partners, joint venturers, alter egos, and/or employees, and with the
9 express and/or implied approval, permission, knowledge, consent, and ratification of all co-
10 defendants, and in consent of action relating thereto.

11 19. Defendants sued herein as alter egos are responsible for corporate obligations in
12 that the unity of interest, including the existence of common employees and management, the
13 commingling of funds, the diversion or appropriation of corporate assets, the disregard of
14 corporate formalities, the sole or majority ownership of stock, the exertion of control, the
15 inadequate capitalization, and the wrongful use of the corporation to avoid legal obligations,
16 between the individual and the corporation, are so aligned that the separate personalities of the
17 individual and the corporation no longer exist, and if the acts were treated as those of the
18 corporation alone, an inequitable result or sanctioning of a fraud would follow.

19 20. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 relevant hereto Defendants, and each of them, acted as planners, developers, general contractors,
21 subcontractors, designers, installers, testers, inspectors, suppliers, manufacturers, and distributors
22 of any and all labor, parts and/or materials installed and/or constructed at the Subject Property, and
23 are responsible for the defects and deficiencies in the design, provision of materials and/or labor,
24 construction, selection of subcontractors, coordination and supervision of the construction, and
25 inspection and/or approval of the work as alleged herein, and that Plaintiff’s damages were and are
26 directly and proximately caused by the conduct, acts and omissions of these Defendants, and each
27 of them.

28 21. Prior to the filing of this Complaint, and on or about December 29, 2017, Plaintiff,

1 in accordance with provisions of NRS 40.645 and each subsection thereof, provided written notice
2 to the identified Defendants a written NRS Chapter 40 Notice of Claims (herein “Chapter 40
3 Notice”), including therein a statement that the notice is being given to satisfy the requirements of
4 NRS 40.645, and identifying in specific detail each defect, damage and injury to the common area
5 that is the subject of the claim, including, without limitation, the exact location by Map and
6 Picture of each such defect, damage and injury. Additionally, to the extent known, the cause of
7 the defects and the nature and extent of the damage or injury resulting from the defects is
8 identified in reasonable detail . Additionally, the Chapter 40 Notice includes a signed statement by
9 a member of the executive board and or officer of the Plaintiff, verifying that each such defect,
10 damage and or injury specified in the Chapter 40 Notice exists.

11 **II. GENERAL ALLEGATIONS**

12 22. The Association Development is located in the City of Reno, County of Washoe,
13 State of Nevada.

14 23. The Association Development contains common areas owned by the Association in
15 accordance with the Association’s governing documents and NRS Chapter 116.

16 24. The common areas include, but are not limited to areas of property that include the
17 rockery wall structures (“Subject Property”).

18 25. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
19 them, undertook certain works of improvement to develop the Subject Property, including all
20 works of development, design, construction of the Subject Property.

21 26. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
22 herein, Defendants, including DOEs, were the predecessors or successors in interest, agents,
23 employees, and representatives of each other in doing or omitting the actions alleged herein, and
24 in so doing, were acting in the scope of their respective authority and agency.

25 27. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of
26 them, failed to properly and adequately plan, design, investigate, inspect, supervise, and construct
27 the Subject Property, in that said Subject Property has and continues to experience defects,
28 deficiencies, and damages resulting therefrom, as more specifically described below.

1 28. Plaintiff is informed and believe, and thereon allege, that Defendants, and each of
2 them, were merchants and sellers of the units surrounding the Subject Property which is the
3 subject of this action as described above.

4 29. Plaintiff is informed and believes, and thereon alleges, that the Subject Property, as
5 provided by Defendants, is defective and deficient as is more specifically described below.

6 30. Plaintiff is informed and believes and thereon alleges, that Defendants, and each of
7 them, failed to properly and adequately investigate, design, inspect, plan, engineer, supervise,
8 construct, produce, manufacture, develop, prepare, and/or transfer the Subject Property, in that
9 said Subject Property has experienced, and continues to experience, defects, deficiencies and
10 damages resulting therefrom as more specifically described below.

11 31. Said defects and deficiencies, in certain areas of the Subject Property include those
12 described in the Plaintiff's Chapter 40 Notice which was attached as Exhibit 1 to the original
13 complaint filed in this matter on December 29, 2017, including but not limited to, excessive or
14 inadequate voids with no or inadequate chinking rocks; failure to use filter fabric to enclose the
15 drain rock or otherwise in construction of rockery walls; drain rock and or retained soil spilling
16 through voids; inadequate, improper or otherwise bad placement of rockery wall rocks; over-
17 steepened and or non-uniform face batter of rockery walls; and inadequate stabilization of the
18 rockery walls.

19 32. Based upon investigation and testing performed by experts retained by Plaintiff,
20 Plaintiff is informed, believes, and thereon alleges that the above-referenced defects are pervasive
21 throughout the Subject Property, as reported by Plaintiff's expert in the Chapter 40 Notice, and
22 that said Defendants, and each of them, had actual knowledge of many of the said deficiencies at
23 the time of construction and have such knowledge at the present time.

24 33. All of the said defects which are the subject matter of this action were described
25 and accompanied by an expert report (defect list) as required by NRS 40.645(4), which was and is
26 a part of the Chapter 40 Notice previously provided to Defendants and which list is incorporated
27 herein by this reference as though fully set forth herein.

28 34. Plaintiff is informed and believes, and thereon alleges, that the Subject Property

1 may be defective or deficient in other ways not presently known to Plaintiff, and not specified
2 above. Plaintiff reserves its right to amend this Complaint upon discovery of any additional
3 defects or deficiencies not referenced herein, and/or to present evidence of the same at the time of
4 trial of this action.

5 35. Plaintiff is informed, believes and thereon alleges that the defects and deficiencies,
6 as described above and incorporated herein, are, among other things, violations or breaches of
7 local building and construction practices, industry standards, governmental codes and restrictions,
8 manufacturer requirements and/or product specifications at the time the Subject Property was
9 planned, designed, constructed and sold.

10 36. Plaintiff is informed and believes, and thereon alleges, that the deficiencies in the
11 construction, design, planning, and/or construction of the Subject Properties described in this
12 Complaint were known or should have been known by Defendants at all times relevant hereto.

13 37. Plaintiff alleges generally that this is a complex matter, an appointment of a special
14 master is appropriate pursuant to NRS 40.680(6). The notices required pursuant to NRS Chapter
15 40 have already been sent and such claims will be prosecuted against the Defendants.

16 38. Plaintiff alleges generally that the conduct of Defendants, as more fully described
17 herein, was and remains the actual and proximate cause of general and special damages to the
18 Plaintiff. A more particular statement of related damages is provided in the prayer for relief,
19 hereby incorporated by reference.

20 **III. FIRST CLAIM FOR RELIEF**

21 **Negligence and Negligence Per Se** 22 **(Against All Defendants)**

23 39. Plaintiff hereby incorporates and realleges Paragraphs 1 through 38 of the
24 Complaint as though fully set forth herein.

25 40. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of
26 them, in their development, planning, design, construction, marketing and related functions as
27 described herein with respect to the Subject Property, owed to Plaintiff, to others similarly
28 situated, and to the public at large, a duty to exercise reasonable care in fulfilling all of these

1 functions, and in performing all actions associated therewith.

2 41. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of
3 them, in breach of said duty, negligently, carelessly, wrongfully and recklessly failed to exercise
4 reasonable care in the investigation, design, inspection, planning, engineering, supervision,
5 construction, production, manufacture, development, preparation, marketing, distributing,
6 supplying and/or transfer of the Subject Property, thereby breaching the duty owed to Plaintiff.
7 Many of the said breaches of duty resulted in construction which did and does not comply, among
8 other things, with building standards and or local building codes, and, to that extent, and as
9 otherwise provided by law, constitute negligence per se.

10 42. Plaintiff is informed and believes, and thereon alleges, that under the
11 circumstances, a reasonable person in each Defendants' position and/or in the position of each of
12 the Defendants' agents, would have followed building and construction practices, industry
13 standards, governmental codes and restrictions, manufacturer requirements and product
14 specifications at the time the Subject Property was planned, designed, constructed and transferred.

15 43. As a proximate and legal result of the negligence of Defendants, and each of them,
16 and the defective conditions as more fully set forth herein affecting the Subject Property and
17 associated improvements, Plaintiff has been caused, and will continue to be caused, damages as
18 more fully described herein, including, but not limited to, the cost to repair all defects and
19 defective conditions as required, and its interests in the Subject Property has been, and continues
20 to be, rendered substantially reduced in value, and/or the Subject Property has been rendered
21 dangerous to the well-being of Plaintiff, its guests and members of the general public, all to the
22 general detriment and damage of Plaintiff in an amount to be proven at the time of trial.

23 44. As a further proximate and legal result of the negligent conduct of Defendants, and
24 each of them, and the defective conditions affecting the Subject Property, Plaintiff has incurred,
25 and will continue to incur, expenses, including, but not limited to, expert and/or subcontractors'
26 fees, and other associated costs of repair, all in an amount to be established at the time of trial.

27 45. At all times mentioned herein Defendants had a duty to exercise ordinary care in
28 the conduct of their business and affairs so as to avoid any reasonable likelihood and/or gravity of

1 potential harm to property and people who might be injured as a foreseeable result of Defendants'
2 acts, failures to act, or failures to warn.

3 46. Plaintiff is informed and believes, and thereupon alleges, that Defendants breached
4 the above standard of care when they negligently, carelessly and recklessly, designed, planned,
5 developed, constructed, marketed and or transferred the Subject Property, resulting in numerous
6 defects, some of which are particularly alleged in Plaintiff's General Allegations, specifically
7 incorporated herein.

8 47. Plaintiff is informed and believes, and thereupon alleges, that at all times relevant
9 hereto, Defendants knew or through the exercise of reasonable care and diligence should have
10 known as such defective, dangerous and hazardous conditions and that Defendants thereafter
11 failed to warn Plaintiff of such conditions.

12 48. At all times relevant hereto, there existed local, state, national and international
13 building codes and or standards, such as, but not limited to, the Nevada Standard Guidelines for
14 Rockery Wall Construction and the Federal Highway Administration Rockery Design and
15 Construction Guidelines that controlled the construction of the rockery walls at the Subject
16 Property.

17 49. At all times relevant hereto, particular provisions of these above mentioned
18 building standards were intentionally adopted to protect a class of persons to which the Plaintiff
19 belongs.

20 50. At all times relevant hereto, the injuries suffered by Plaintiff as alleged herein are
21 the type of injuries that the above mentioned provisions were intended to prevent.

22 51. As a direct and proximate result of the negligent, careless, and/or wanton conduct
23 of Defendants, Plaintiff has been damaged in the manner herein alleged.

24 52. As a further proximate and legal result of the negligent conduct of Defendants, and
25 each of them, as herein alleged, and the defective conditions as more fully set forth herein
26 affecting the Subject Property and associated improvements, Plaintiff has been compelled to resort
27 to litigation against Defendants to judicially resolve the differences between Plaintiff and
28 Defendants.

1 53. As a result of the actions or inactions of the Defendants, Plaintiff has been damaged
2 and is entitled to recovery of an amount in excess of \$15,000.00.

3 54. As a result of the actions or inactions of the Defendants, Plaintiff has been required
4 to retain the services of counsel and experts , to prosecute this matter, and is, therefore, entitled to
5 recovery of its reasonable attorney fees, construction expert costs, past repair costs, the costs of all
6 future repairs necessary to cure any defects Defendants have failed to cure, the reasonable value of
7 other property damaged by the constructional and/or material/product defects, and additional costs
8 fees and interest, all in excess of \$15,000.00.

9 55. Plaintiff incorporate by reference, as if again set forth herein, the particular
10 statement of damages described in the prayer for relief hereinafter set forth.

11 **IV. SECOND CLAIM FOR RELIEF**

12 **Breach of Express and Implied Warranties Pursuant to NRS 116.4113 and NRS 11.4114 and** 13 **Common Law(Against All Defendants)**

14 56. Plaintiff hereby incorporates and realleges Paragraphs 1 through 55 of the
15 Complaint as though fully set forth herein.

16 57. Defendants impliedly and expressly warranted pursuant to the contracts, proposals,
17 purchase orders, and or agreements between each of the Defendants, that their work would be
18 done in a good, workmanlike and substantial manner, and in full accordance with the provisions
19 and conditions of the agreements, plans and specifications.

20 58. Plaintiff is informed and believes said Defendants entered into agreements that
21 were substantially similar in form. Plaintiff is furthered informed and believes that the agreements
22 expressly or implicitly provided, in pertinent part and without limitation to other and further
23 matters, the following:

24 (a) That the work by the Defendants will be performed by qualified, careful and
25 efficient contractors and laborers in a workmanlike, prompt and diligent manner and to furnish
26 materials as specified for the purpose intended.

27 (b) That performance of any act or thing or work in connection with the
28 performance or completion of any work of the Defendant's trade or profession or is customarily

1 performed in Defendant's trade or profession, then such obligation is assumed by the Defendants
2 to be part of its work.

3 (c) That the Defendants' agreements would be binding upon and inure to the
4 benefit of the parties hereto and their respective successors, legal representative and assigns.

5 (d) That the Defendants agreed to exercise due care in the performance of their
6 duties in connection with their work in strict compliance with the contract documents.

7 (e) That the Defendants shall comply with all local building codes, all federal,
8 state and municipal codes, ordinances, regulations or any local codes having jurisdiction.

9 (f) That all work required or implied by the contract documents will be
10 performed or installed in accordance with all applicable codes and ordinances.

11 59. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
12 them, expressly and impliedly warranted that the Subject Property and associated improvements
13 were of merchantable quality, were safely and properly constructed and/or installed in accordance
14 with plans and specifications therefore which are part of the CC&Rs for the Community, and were
15 fit for the normal purpose intended.

16 60. Plaintiff is further informed and believes and thereon alleges that the express
17 warranties made and utilized by said Defendants, and each of them, have at all relevant times,
18 been provided in the form of, by example, and without limitation: advertising flyers, brochures,
19 sales literature, promotional packages, signs, magazine and newspaper articles and advertisements,
20 all designed to promote the sale of the Subject Property and to impart the belief that said Subject
21 Property had been sufficiently constructed.

22 61. Further, Plaintiff alleges that the express warranties described in the Public
23 Offering Statement for the Subject Property, within the meaning of NRS 116.4113, but were not
24 delivered and orally tendered, including, without limitation, the complimentary statements made
25 to the Plaintiff and/or members of the Plaintiff and/or Plaintiff's representatives by Defendant
26 and/or Defendants' representative(s), and/or agents of Defendants, and each of them, in marketing
27 and offering the Subject Property for sale.

28 62. Plaintiff further alleges that implied warranties arose by virtue of NRS 116.4114

1 and the offering for sale and transfer by Defendants, and each of them, of the Subject Property to
2 Plaintiff, and members of the Plaintiff, without disclosing that there were material and substantial
3 defects associated with said Subject Property, thereby leading all members of the Plaintiff to
4 believe that no such defects existed, impliedly warranting that the Subject Property was free from
5 defects, free from defective materials, and constructed in accordance with applicable law,
6 according to sound standards of engineering and construction, and in a workmanlike manner.

7 63. Plaintiff further alleges that the warranties were not limited by the Defendants, and
8 the provisions of NRS 116.4113 and NRS 116.4114 apply to their fullest extent.

9 64. Plaintiff further is informed and believes and thereon alleges that the Defendants
10 impliedly warranted that the common areas and thereby the Subject Property was suitable for the
11 ordinary use and made or contracted for by the Defendants in a manner that was free from
12 defective materials, and constructed in accordance with applicable law, according to sound
13 standards and in a workmanlike manner without disclosing that there were any defects associated
14 with the Subject Property, thereby leading the Plaintiff to believe that no such defects existed.

15 65. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
16 them, gave similar implied warranties to any and all regulatory bodies who issued permits and/or
17 provided approvals of any nature as to the Subject Property, which were at all relevant times
18 defective and were known by Defendants, and each of them, to be so defective.

19 66. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
20 them, breached their express and implied warranties in that, among other things, the Subject
21 Property was not, and is not, of marketable quality, nor fit for the purpose intended, in that the
22 Subject Property was not, and is not, properly and adequately constructed.

23 67. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
24 them, named herein have been notified and have full knowledge of the alleged breaches of
25 warranties, and that Defendants named herein, and each of them, have failed and refused to take
26 adequate steps to rectify and/or repair said breaches.

27 68. As a proximate and legal result of the breaches of said express (written and oral)
28 and implied warranties by Defendants, and each of them, and the defective conditions affecting

1 said Subject Property, Plaintiff has been, and will continue to be, damaged, as more fully
2 described herein, including but not limited to, that the interests of Plaintiff in the Subject Property
3 have been, and will be damaged as more fully alleged above and in an amount to be established at
4 the time of trial.

5 69. As a further proximate and legal result of the breaches of the express (written and
6 oral) and implied warranties by Defendants, and each of them, and the defective conditions
7 affecting the Subject Property, Plaintiff has been, and will continue to be, further damaged in that
8 the defects and deficiencies have resulted in conditions which breach the implied warranty of
9 habitability recognized under Nevada law.

10 70. As a further proximate and legal result of the negligent conduct of Defendants, and
11 each of them, as herein alleged, and the defective conditions affecting said Subject Property and
12 associated improvements, Plaintiff has compelled to resort to litigation against Defendants to
13 judicially resolve the differences between Plaintiff and Defendants.

14 71. As a result of the actions or inactions of the Defendants, Plaintiff has been damaged
15 and is entitled to recovery of an amount in excess of \$15,000.00.

16 72. As a result of the actions or inactions of the Defendants, Plaintiff has been required
17 to retain the services of counsel and expert witnesses to prosecute this matter, and is therefore,
18 entitled to recovery of its reasonable attorneys' fees, expert witness costs, past repair costs, the
19 costs of all future repairs necessary to cure any defects Defendants have failed to cure, the
20 reasonable value of other property damaged by the constructional and/or material/product defects,
21 and additional costs fees and interest, all in excess of \$15,000.00.

22 73. Plaintiff incorporates by reference, as if set forth herein, the particular statement of
23 damages described in the Prayer for Relief.

24 **V. THIRD CLAIM FOR RELIEF**

25 **Negligent Misrepresentation and/or Failure to Disclose** 26 **(Against All Defendants)**

27 74. Plaintiff hereby incorporates and realleges Paragraphs 1 through 73 of the
28 Complaint as though fully set forth herein.

1 75. Plaintiff is informed and believes and thereon alleges that the Defendants, and their
2 agents, representatives, and employees, represented both orally and in writing, to Plaintiff at the
3 time of the transfer of assets, including the Subject Property, to the Plaintiff that the Subject
4 Property was designed, developed, constructed, and built in a good and workmanlike manner, with
5 good quality products, pursuant to appropriate plans and specifications, applicable industry
6 standards, and reasonably free of defects.

7 76. Defendants failed to disclose the existence of serious known latent defects and
8 deficiencies in the Subject Property and/or misrepresented the condition of the Subject Property,
9 which contained defects.

10 77. Plaintiff is informed, and believes, and thereon alleges, that Defendants and their
11 agents, representatives, and employees made these express representations and implied warranties
12 to the Plaintiff when Defendants and their agents had no sufficient or reasonable grounds for
13 believing them to be true, and said Defendants were negligent in not ascertaining the true
14 condition of the Subject Property and reporting it to the Plaintiffs.

15 78. Plaintiff relied to its detriment on the negligent misrepresentations and failures to
16 disclose material facts by said Defendants and their agents, representatives, and employees
17 relating to the Subject Property.

18 79. Plaintiff has recently become aware of the defects identified herein. As a direct and
19 proximate result of the aforesaid misrepresentations concerning the warranties, the efforts of the
20 Plaintiff to provide notice of warranty claims, obtain satisfaction of warranty claims, and to obtain
21 repairs justly due and owing under warranty claims, were rendered useless and futile, and Plaintiff
22 was thereby excused from any and all duties to Defendants or any other warranty service
23 providers to provide notice of further warranty claims.

24 80. Plaintiff is informed and believes, and thereon alleges, that as a direct and
25 proximate result of the negligent misrepresentations by Defendants, and each of them, Plaintiff has
26 sustained and will sustain damages as alleged herein, in excess of \$15,000.00.

27 81. Plaintiff incorporates by reference, as if set forth herein, the particular statement of
28 damages described in the Prayer for Relief.

1 **VI. FOURTH CLAIM FOR RELIEF**

2 **Declaratory Relief**
3 **(Against All Defendants)**

4 82. Plaintiff hereby incorporates and realleges Paragraphs 1 through 81 of the
5 Complaint as though fully set forth herein.

6 83. An actual controversy has arisen and now exists between Plaintiff and Defendants
7 concerning their respective rights and duties in that Plaintiffs claim that, as a direct and proximate
8 result of the negligence and breach of implied warranties by Defendants, and the resulting
9 construction defects, Plaintiff has been, and will continue to be, caused damage, as more fully
10 described herein, including but not limited to, Plaintiff being denied the benefit of the express and
11 implied warranties contained therein in that, among other things, the interests of Plaintiff in the
12 Subject Property have been, and will be, reduced in value, and the useful life of the Subject
13 Property has been shortened, resulting in damage to Plaintiff, in an amount to be established at the
14 time of trial.

15 84. A further dispute has arisen and an actual controversy exists between Plaintiff and
16 Defendants as to whether Defendants have violated any provisions of applicable building and
17 construction practices, industry standards, governmental codes and restrictions, manufacturers'
18 requirements, and product specifications.

19 85. A further dispute has arisen and an actual controversy exists between Plaintiff and
20 Defendants as to whether the Subject Property has and is experiencing defective conditions and
21 whether the Subject Property and the structures located thereon were not fit for their intended
22 purposes, were not of merchantable quality and were not designed, erected, constructed or
23 installed in a workmanlike manner, and therefore that the Subject Property as constructed is
24 defective and improper and has resulted in damaged and defective structures and real property.

25 86. Further, Plaintiff claims that as a direct and proximate result of the negligence and
26 breaches of express and implied warranties by Defendants, and the resulting defective conditions
27 affecting the Subject Property, Plaintiffs have incurred and will continue to incur expenses,
28 including but not limited to attorney fees, expert witness fees, contractors' and subcontractors'

1 fees, and other associated costs of repair, all in an amount to be established at the time of trial.
2 Plaintiff is informed and believes and thereon alleges that Defendants deny any negligence and/or
3 breaches of express or implied warranties, and/or that Plaintiff has incurred, or will continue to
4 incur, any of the expenses claimed by Plaintiff herein.

5 87. A judicial determination of the respective parties' rights, duties, and obligations
6 and a declaration as to the same with respect to the above-specified issues is essential to the
7 administration of justice in this lawsuit and, therefore, is necessary and appropriate at this time in
8 order that Plaintiff and Defendants may ascertain their respective rights, duties, and obligations as
9 to each other and with respect to the above-specified controversies.

10 **VII. FIFTH CLAIM FOR RELIEF**

11 **Breach of NRS 116.1113 and the Implied Covenant of Good Faith** 12 **(Against All Defendants)**

13 88. Plaintiff hereby incorporates and realleges Paragraphs 1 through 87 of the
14 Complaint as though fully set forth herein.

15 89. Plaintiff is entitled to the benefits of all covenants of good faith contained in
16 agreements or any duties arising from Defendants' transfer of the Subject Property to the Plaintiff.

17 90. NRS 116.1113 (applicable to all common interest communities created within the
18 State of Nevada) provides that every contract or duty governed by Chapter 116 imposes an
19 obligation of good faith in its performance or enforcement.

20 91. NRS 116.1113 and the duties arising from NRS Chapter 116 impose upon said
21 Defendants an obligation of good faith.

22 92. Said Defendants knew and/or should have known at the time of constructing and or
23 transfer of the Subject Property that it was defectively constructed as herein alleged. Said
24 Defendants' conduct was a breach of their statutory duty of good faith owed to the Plaintiff and its
25 members.

26 93. This conduct of the said Defendants was and remains the actual and proximate
27 cause of damages to Plaintiff, as set forth in the prayer for relief and incorporated herein by
28 reference.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff alleges, as damages caused by the conduct of Defendants, as set
3 forth in the Claims for Relief, and prays for the entry of judgment for damages and other relief
4 against Defendants, and each of them, as follows:

5 1. For general and special damages pursuant to NRS 40.600 *et seq.*, and all other
6 statutory or common law causes of action, as pled in this Complaint, all in an amount in excess of
7 \$15,000.00;

8 2. For the cost of repair and/or replacement of defects, in a sum to be determined
9 according to proof;

10 3. For the costs to reconstruct the defective areas of the Subject Property, in
11 accordance with applicable law, according to sound standards of engineering and construction, and
12 in a workmanlike manner.

13 4. For costs and expenditures to correct, cure or mitigate damages caused or that will
14 be caused by defects and/or deficiencies caused by Defendants;

15 5. For losses associated with the defects and/or deficiencies, including loss of use,
16 relocation, and incidental expenses according to proof;

17 6. For reasonable attorney fees, costs, expert witness costs and expenses, both
18 pursuant to statutory and common laws;

19 7. For such relief as is necessary, including equitable and monetary relief, for a just
20 adjudication of this matter;

21 8. For prejudgment interest; and

22 9. For any other such relief that the Court deems just and proper.

23 **JURY DEMAND**

24 Plaintiff respectfully demands a trial by a jury of all issues so triable.

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AFFIRMATION

The undersigned does hereby affirm, pursuant to NRS 239B.030, that this document and any attachments do not contain personal information as defined in NRS 603A.040 about any person.

DATED this 3 day of May, 2018.

**WOLF, RIFKIN, SHAPIRO,
SCHULMAN & RABKIN, LLP**

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CERTIFICATE OF SERVICE

I hereby certify on this 3rd day of May, 2018, pursuant to NRCP 5(b), I served a true copy of the following document(s) described as **FIRST AMENDED COMPLAINT FOR DAMAGES (CORRECTED)** on the interested parties in this action by **E-Mail** as follows:

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/s/ E. Noemy Valdez
E. Noemy Valdez

AA000099

1 herewith and shall serve as the operative pleading.

2 **AFFIRMATION**

3 The undersigned does hereby affirm, pursuant to NRS 239B.030, that this document and
4 any attachments do not contain personal information as defined in NRS 603A.040 about any
5 person.

6 DATED this 3rd day of May 2018.

7 **WOLF, RIFKIN, SHAPIRO,**
8 **SCHULMAN & RABKIN, LLP**

9 By: /s/ John Samberg, Esq.

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18 (775) 853-6787/Fax (775) 853-6774

19 *Attorneys for Plaintiffs*

1
2
3 **CERTIFICATE OF SERVICE**

4 I hereby certify that on this 3rd day of May, 2018, a true and correct copy of **NOTICE OF**
5 **ERRATA TO FIRST AMENDED COMPLAINT** was sent via electronic mail to the
6 following:

7 **SERVICE LIST**

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Attorneys for Defendant
Q&D CONSTRUCTION, INC.

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION, a
Domestic Non-Profit Corporation,

Plaintiff,

v.

SOMERSETT DEVELOPMENT COMPANY,
LTD., a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; PARSONS
BROS ROCKERIES, CA INC., a Nevada
Corporation; PARSONS BROS ROCKERIES
CALIFORNIA INC. dba PARSONS WALLS, a
California Corporation; Q & D Construction,
Inc. a Nevada Corporation, and DOES 5
through 50, inclusive,

Defendants.

CASE NO.: CV17-02427
DEPT. NO.: 15

**Q&D CONSTRUCTION, INC.'S
ANSWER TO PLAINTIFF'S FIRST
AMENDED COMPLAINT FOR
DAMAGES**

///

**Q&D CONSTRUCTION, INC.'S ANSWER TO
PLAINTIFF'S FIRST AMENDED COMPLAINT FOR DAMAGES**

COMES NOW Defendant Q & D CONSTRUCTION, INC. by and through its attorneys of record, LEE, HERNANDEZ, LANDRUM & CARLSON, APC, and hereby answers Plaintiff, SOMERSETT OWNERS ASSOCIATION's ("Plaintiff") First Amended Complaint as follows:

I.

PARTIES

A. Plaintiff

1. Answering Paragraph 1 of Plaintiff's First Amended Complaint, Q&D is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein, and therefore denies the same.

2. Answering Paragraph 2 of Plaintiff's First Amended Complaint, Q&D is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein, and therefore denies the same.

3. Answering Paragraph 3 of Plaintiff's First Amended Complaint, Q&D is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein, and therefore denies the same.

4. Answering Paragraph 4 of Plaintiff's First Amended Complaint, Q&D admits that it was involved in the construction of certain common area improvements under contract with Somerset Development Co. and / or related entities until about 2008, as to the remainder of the allegations contained therein, Q&D is without sufficient information to form a belief as to the truth or falsity of said allegations, and therefore denies the same.

5. Answering Paragraph 5 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D denies each and every allegation therein.

6. Answering Paragraph 6 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a

1 response is required, Q&D is without sufficient information to form a belief as to the truth or
2 falsity of the same and therefore denies each and every allegation therein.

3 **B. Defendants**

4 7. Answering Paragraph 7 of Plaintiff's First Amended Complaint, Q&D is without
5 sufficient information to form a belief as to the truth or falsity of the allegations contained
6 therein, and therefore denies the same.

7 8. Answering Paragraph 8 of Plaintiff's First Amended Complaint, Q&D is without
8 sufficient information to form a belief as to the truth or falsity of the allegations contained
9 therein, and therefore denies the same.

10 9. Answering Paragraph 9 of Plaintiff's First Amended Complaint, Q&D is without
11 sufficient information to form a belief as to the truth or falsity of the allegations contained
12 therein, and therefore denies the same.

13 10. Answering Paragraph 10 of Plaintiff's First Amended Complaint, Q&D is without
14 sufficient information to form a belief as to the truth or falsity of the allegations contained
15 therein, and therefore denies the same.

16 11. Answering Paragraph 11 of Plaintiff's First Amended Complaint, Q&D is without
17 sufficient information to form a belief as to the truth or falsity of the allegations contained
18 therein, and therefore denies the same.

19 12. Answering Paragraph 12 of Plaintiff's First Amended Complaint, Q&D is without
20 sufficient information to form a belief as to the truth or falsity of the allegations contained
21 therein, and therefore denies the same.

22 13. Answering Paragraph 13 of Plaintiff's First Amended Complaint, Q&D admits it
23 is a Nevada Corporation engaged in business in Washoe County, Nevada.

24 14. Answering Paragraph 14 of Plaintiff's First Amended Complaint, Q&D is without
25 sufficient information to form a belief as to the truth or falsity of the allegations contained
26 therein, and therefore denies the same.

1 15. Answering Paragraph 15 of Plaintiff's First Amended Complaint, Q&D is without
2 sufficient information to form a belief as to the truth or falsity of the allegations contained
3 therein, and therefore denies the same.

4 16. Answering Paragraph 16 of Plaintiff's First Amended Complaint, Q&D is without
5 sufficient information to form a belief as to the truth or falsity of the allegations contained
6 therein, and therefore denies the same.

7 17. Answering Paragraph 17 of Plaintiff's First Amended Complaint, Q&D is without
8 sufficient information to form a belief as to the truth or falsity of the allegations contained
9 therein, and therefore denies the same.

10 18. Answering Paragraph 18 of Plaintiff's First Amended Complaint, Q&D admits it
11 entered into contract(s) for construction related services for certain common area improvements
12 with Somersett Development Co. and/or related entities for work completed on or before 2008.
13 As to the remainder of the allegations, Q&D is without sufficient information to form a belief as
14 to the truth or falsity of the allegations contained therein, and therefore denies the same.

15 19. Answering Paragraph 19 of Plaintiff's First Amended Complaint, Q&D denies
16 that it is the alter ego of any other Defendant named in this litigation. Q&D is without sufficient
17 information to form a belief as to the truth or falsity of the allegations contained therein
18 regarding any other Defendant, and therefore denies the same.

19 20. Answering Paragraph 20 of Plaintiff's First Amended Complaint, Q&D denies it
20 is responsible for any construction defects. admits it entered into contract(s) for construction
21 related services for certain common area improvements with Somersett Development Co. and/or
22 related entities for work completed on or before 2008. As to the remainder of the allegations,
23 Q&D is without sufficient information to form a belief as to the truth or falsity of the allegations
24 contained therein, and therefore denies the same.

25 21. Answering Paragraph 21 of Plaintiff's First Amended Complaint, Q&D denies
26 that it is received proper written notice from Plaintiff in compliance with the provisions of NRS
27 40.645 and each subsection thereof. It further denies that Plaintiff properly identified the defect,
28 damage and injury complained of with specific detail, location and/or photograph as required by

1 statute. To the extent any factual allegations remain, Q&D is without sufficient information to
2 form a belief as to the truth or falsity of the allegations contained therein, and therefore denies
3 the same.

4 II.

5 GENERAL ALLEGATIONS

6 22. Answering Paragraph 22 of Plaintiff's First Amended Complaint, Q&D is without
7 sufficient information to form a belief as to the truth or falsity of the allegations contained
8 therein, and therefore denies the same.

9 23. Answering Paragraph 23 of Plaintiff's First Amended Complaint, Q&D is without
10 sufficient information to form a belief as to the truth or falsity of the allegations contained
11 therein, and therefore denies the same.

12 24. Answering Paragraph 24 of Plaintiff's First Amended Complaint, Q&D is without
13 sufficient information to form a belief as to the truth or falsity of the allegations contained
14 therein, and therefore denies the same.

15 25. Answering Paragraph 25 of Plaintiff's First Amended Complaint, Q&D is without
16 sufficient information to form a belief as to the truth or falsity of the allegations contained
17 therein, and therefore denies the same.

18 26. Answering Paragraph 26 of Plaintiff's First Amended Complaint, Q&D is without
19 sufficient information to form a belief as to the truth or falsity of the allegations contained
20 therein, and therefore denies the same.

21 27. Answering Paragraph 27 of Plaintiff's First Amended Complaint, Q&D denies
22 each and every allegation contained therein pertaining to Q&D and is without sufficient
23 information to form a belief as to the truth or falsity of the allegations referring to others, and
24 therefore denies the same.

25 28. Answering Paragraph 28 of Plaintiff's First Amended Complaint, Q&D denies
26 each and every allegation contained therein.

27 29. Answering Paragraph 29 of Plaintiff's First Amended Complaint, Q&D denies
28 each and every allegation contained therein.

1 30. Answering Paragraph 30 of Plaintiff's First Amended Complaint, as to itself
2 Q&D denies each and every allegation contained therein. Q&D is without sufficient information
3 to form a belief as to the truth or falsity of the allegations referring to others, and therefore denies
4 the same.

5 31. Answering Paragraph 31 of Plaintiff's First Amended Complaint, Q&D denies
6 each and every allegation contained therein.

7 32. Answering Paragraph 32 of Plaintiff's First Amended Complaint, as to itself
8 Q&D denies each and every allegation contained therein. Q&D is without sufficient information
9 to form a belief as to the truth or falsity of the allegations referring to others, and therefore denies
10 the same.

11 33. Answering Paragraph 33 of Plaintiff's First Amended Complaint, Q&D denies
12 each and every allegation contained therein.

13 34. Answering Paragraph 34 of Plaintiff's First Amended Complaint, Q&D is without
14 sufficient information to form a belief as to the truth or falsity of the allegations, and therefore
15 denies the same.

16 35. Answering Paragraph 35 of Plaintiff's First Amended Complaint, Q&D submits
17 this paragraph contains legal conclusions to which no response is required. To the extent a
18 response is required, Q&D is without sufficient information to form a belief as to the truth or
19 falsity of the same and therefore denies each and every allegation therein.

20 36. Answering Paragraph 36 of Plaintiff's First Amended Complaint, as to itself
21 Q&D denies each and every allegation contained therein. Q&D is without sufficient information
22 to form a belief as to the truth or falsity of the allegations referring to others, and therefore denies
23 the same.

24 37. Answering Paragraph 37 of Plaintiff's First Amended Complaint, Q&D is without
25 sufficient information to form a belief as to the truth or falsity of the allegations contained
26 therein, and therefore denies the same.

27 38. Answering Paragraph 38 of Plaintiff's First Amended Complaint, Q&D submits
28 this paragraph contains legal conclusions to which no response is required. To the extent a

1 response is required, Q&D is without sufficient information to form a belief as to the truth or
2 falsity of the same and therefore denies each and every allegation therein.

3 **III.**

4 **FIRST CLAIM FOR RELIEF**

5 **Negligence and Negligence Per Se**
6 **(Against All Defendants)**

7 39. Answering Paragraph 39 of Plaintiff's First Amended Complaint, Q&D repeats
8 and realleges its answers to Paragraphs 1 through 38, inclusive, and incorporates the same by
9 reference as though fully set forth herein

10 40. Answering Paragraph 40 of Plaintiff's First Amended Complaint, Q&D submits
11 this paragraph contains legal conclusions to which no response is required. To the extent a
12 response is required, Q&D is without sufficient information to form a belief as to the truth or
13 falsity of the same and therefore denies each and every allegation therein.

14 41. Answering Paragraph 41 of Plaintiff's First Amended Complaint, Q&D submits
15 this paragraph contains legal conclusions to which no response is required. To the extent a
16 response is required, Q&D denies each and every allegation pertaining to itself and is without
17 sufficient information to form a belief as to the truth or falsity of the same regarding others and
18 therefore denies the remainder of the allegations therein.

19 42. Answering Paragraph 42 of Plaintiff's First Amended Complaint, Q&D submits
20 this paragraph contains legal conclusions to which no response is required. To the extent a
21 response is required, Q&D is without sufficient information to form a belief as to the truth or
22 falsity of the same and therefore denies each and every allegation therein.

23 43. Answering Paragraph 43 of Plaintiff's First Amended Complaint, Q&D submits
24 this paragraph contains legal conclusions to which no response is required. To the extent a
25 response is required, Q&D is without sufficient information to form a belief as to the truth or
26 falsity of the same and therefore denies each and every allegation therein.

27 44. Answering Paragraph 44 of Plaintiff's First Amended Complaint, Q&D submits
28 this paragraph contains legal conclusions to which no response is required. To the extent a

1 response is required, Q&D is without sufficient information to form a belief as to the truth or
2 falsity of the same and therefore denies each and every allegation therein.

3 45. Answering Paragraph 45 of Plaintiff's First Amended Complaint, Q&D submits
4 this paragraph contains legal conclusions to which no response is required. To the extent a
5 response is required, Q&D is without sufficient information to form a belief as to the truth or
6 falsity of the same and therefore denies each and every allegation therein.

7 46. Answering Paragraph 46 of Plaintiff's First Amended Complaint, Q&D submits
8 this paragraph contains legal conclusions to which no response is required. To the extent a
9 response is required, Q&D denies each and every allegation pertaining to itself and is without
10 sufficient information to form a belief as to the truth or falsity of the same regarding others and
11 therefore denies the remainder of the allegations therein.

12 47. Answering Paragraph 47 of Plaintiff's First Amended Complaint, Q&D submits
13 this paragraph contains legal conclusions to which no response is required. To the extent a
14 response is required, Q&D is without sufficient information to form a belief as to the truth or
15 falsity of the same and therefore denies each and every allegation therein.

16 48. Answering Paragraph 48 of Plaintiff's First Amended Complaint, Q&D submits
17 this paragraph contains legal conclusions to which no response is required. To the extent a
18 response is required, Q&D is without sufficient information to form a belief as to the truth or
19 falsity of the same and therefore denies each and every allegation therein.

20 49. Answering Paragraph 49 of Plaintiff's First Amended Complaint, Q&D submits
21 this paragraph contains legal conclusions to which no response is required. To the extent a
22 response is required, Q&D is without sufficient information to form a belief as to the truth or
23 falsity of the same and therefore denies each and every allegation therein.

24 50. Answering Paragraph 50 of Plaintiff's First Amended Complaint, Q&D submits
25 this paragraph contains legal conclusions to which no response is required. To the extent a
26 response is required, Q&D is without sufficient information to form a belief as to the truth or
27 falsity of the same and therefore denies each and every allegation therein.
28

1 51. Answering Paragraph 51 of Plaintiff's First Amended Complaint, Q&D submits
2 this paragraph contains legal conclusions to which no response is required. To the extent a
3 response is required, Q&D is without sufficient information to form a belief as to the truth or
4 falsity of the same and therefore denies each and every allegation therein.

5 52. Answering Paragraph 52 of Plaintiff's First Amended Complaint, Q&D submits
6 this paragraph contains legal conclusions to which no response is required. To the extent a
7 response is required, Q&D is without sufficient information to form a belief as to the truth or
8 falsity of the same and therefore denies each and every allegation therein.

9 53. Answering Paragraph 53 of Plaintiff's First Amended Complaint, Q&D submits
10 this paragraph contains legal conclusions to which no response is required. To the extent a
11 response is required, Q&D is without sufficient information to form a belief as to the truth or
12 falsity of the same and therefore denies each and every allegation therein.

13 54. Answering Paragraph 54 of Plaintiff's First Amended Complaint, Q&D submits
14 this paragraph contains legal conclusions to which no response is required. To the extent a
15 response is required, Q&D is without sufficient information to form a belief as to the truth or
16 falsity of the same and therefore denies each and every allegation therein.

17 55. Answering Paragraph 55 of Plaintiff's First Amended Complaint, Q&D submits
18 this paragraph contains legal conclusions to which no response is required. To the extent a
19 response is required, Q&D is without sufficient information to form a belief as to the truth or
20 falsity of the same and therefore denies each and every allegation therein.

21 IV.

22 **SECOND CLAIM FOR RELIEF**

23 **Breach of Express and Implied Warranties Pursuant to NRS 116.4113 and NRS 11.4114**
24 **and Common Law (Against All Defendants)**

25 56. Answering Paragraph 56 of Plaintiff's First Amended Complaint, Q&D repeats
26 and realleges its answers to Paragraphs 1 through 55, inclusive, and incorporates the same by
27 reference as though fully set forth herein
28

1 57. Answering Paragraph 57 of Plaintiff's First Amended Complaint, Q&D submits
2 this paragraph contains legal conclusions to which no response is required. To the extent a
3 response is required, Q&D is without sufficient information to form a belief as to the truth or
4 falsity of the same and therefore denies each and every allegation therein.

5 58. Answering Paragraph 58 of Plaintiff's First Amended Complaint, Q&D submits
6 this paragraph contains legal conclusions to which no response is required. To the extent a
7 response is required, Q&D is without sufficient information to form a belief as to the truth or
8 falsity of the same and therefore denies each and every allegation therein.

9 59. Answering Paragraph 59 of Plaintiff's First Amended Complaint, Q&D submits
10 this paragraph contains legal conclusions to which no response is required. To the extent a
11 response is required, Q&D is without sufficient information to form a belief as to the truth or
12 falsity of the same and therefore denies each and every allegation therein.

13 60. Answering Paragraph 60 of Plaintiff's First Amended Complaint, Q&D submits
14 this paragraph contains legal conclusions to which no response is required. To the extent a
15 response is required, as to itself, Q&D denies each and every allegation therein and is without
16 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
17 each and every allegation pertaining to the same.

18 61. Answering Paragraph 61 of Plaintiff's First Amended Complaint, Q&D submits
19 this paragraph contains legal conclusions to which no response is required. To the extent a
20 response is required, as to itself, Q&D denies each and every allegation therein and is without
21 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
22 each and every allegation pertaining to the same.

23 62. Answering Paragraph 62 of Plaintiff's First Amended Complaint, Q&D submits
24 this paragraph contains legal conclusions to which no response is required. To the extent a
25 response is required, as to itself, Q&D denies each and every allegation therein and is without
26 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
27 each and every allegation pertaining to the same.
28

1 63. Answering Paragraph 63 of Plaintiff's First Amended Complaint, Q&D submits
2 this paragraph contains legal conclusions to which no response is required. To the extent a
3 response is required, Q&D is without sufficient information to form a belief as to the truth or
4 falsity of the same and therefore denies each and every allegation therein.

5 64. Answering Paragraph 64 of Plaintiff's First Amended Complaint, Q&D submits
6 this paragraph contains legal conclusions to which no response is required. To the extent a
7 response is required, as to itself, Q&D denies each and every allegation therein and is without
8 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
9 each and every allegation pertaining to the same.

10 65. Answering Paragraph 65 of Plaintiff's First Amended Complaint, Q&D submits
11 this paragraph contains legal conclusions to which no response is required. To the extent a
12 response is required, as to itself, Q&D denies each and every allegation therein and is without
13 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
14 each and every allegation pertaining to the same.

15 66. Answering Paragraph 66 of Plaintiff's First Amended Complaint, Q&D submits
16 this paragraph contains legal conclusions to which no response is required. To the extent a
17 response is required, as to itself, Q&D denies each and every allegation therein and is without
18 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
19 each and every allegation pertaining to the same.

20 67. Answering Paragraph 67 of Plaintiff's First Amended Complaint, Q&D submits
21 this paragraph contains legal conclusions to which no response is required. To the extent a
22 response is required, as to itself, Q&D denies each and every allegation therein and is without
23 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
24 each and every allegation pertaining to the same.

25 68. Answering Paragraph 68 of Plaintiff's First Amended Complaint, Q&D submits
26 this paragraph contains legal conclusions to which no response is required. To the extent a
27 response is required, Q&D is without sufficient information to form a belief as to the truth or
28 falsity of the same and therefore denies each and every allegation therein.

69. Answering Paragraph 69 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

70. Answering Paragraph 70 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

71. Answering Paragraph 71 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

72. Answering Paragraph 72 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

73. Answering Paragraph 73 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

V.

THIRD CLAIM FOR RELIEF

**Negligent Misrepresentation and/or Failure to Disclose
(Against All Defendants)**

74. Answering Paragraph 74 of Plaintiff's First Amended Complaint, Q&D repeats and realleges its answers to Paragraphs 1 through 73, inclusive, and incorporates the same by reference as though fully set forth herein

1 75. Answering Paragraph 75 of Plaintiff's First Amended Complaint, Q&D submits
2 this paragraph contains legal conclusions to which no response is required. To the extent a
3 response is required, as to itself, Q&D denies each and every allegation therein and is without
4 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
5 each and every allegation pertaining to the same.

6 76. Answering Paragraph 75 of Plaintiff's First Amended Complaint, Q&D submits
7 this paragraph contains legal conclusions to which no response is required. To the extent a
8 response is required, as to itself, Q&D denies each and every allegation therein and is without
9 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
10 each and every allegation pertaining to the same.

11 77. Answering Paragraph 75 of Plaintiff's First Amended Complaint, Q&D submits
12 this paragraph contains legal conclusions to which no response is required. To the extent a
13 response is required, as to itself, Q&D denies each and every allegation therein and is without
14 sufficient information to form a belief as to the truth or falsity as to others and therefore denies
15 each and every allegation pertaining to the same.

16 78. Answering Paragraph 75 of Plaintiff's First Amended Complaint, Q&D submits
17 this paragraph contains legal conclusions to which no response is required. To the extent a
18 response is required, Q&D is without sufficient information to form a belief as to the truth or
19 falsity of the same and therefore denies each and every allegation therein.

20 79. Answering Paragraph 75 of Plaintiff's First Amended Complaint, Q&D submits
21 this paragraph contains legal conclusions to which no response is required. To the extent a
22 response is required, Q&D is without sufficient information to form a belief as to the truth or
23 falsity of the same and therefore denies each and every allegation therein.

24 80. Answering Paragraph 75 of Plaintiff's First Amended Complaint, Q&D submits
25 this paragraph contains legal conclusions to which no response is required. To the extent a
26 response is required, Q&D is without sufficient information to form a belief as to the truth or
27 falsity of the same and therefore denies each and every allegation therein.
28

FOURTH CLAIM FOR RELIEF

82. Answering Paragraph 82 of Plaintiff's First Amended Complaint, Q&D repeats and realleges its answers to Paragraphs 1 through 81, inclusive, and incorporates the same by reference as though fully set forth herein

83. Answering Paragraph 83 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

84. Answering Paragraph 84 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

85. Answering Paragraph 85 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

86. Answering Paragraph 86 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

FIFTH CLAIM FOR RELIEF

Breach of NRS 116.1113 and the Implied Covenant of Good Faith (Against All Defendants)

88. Answering Paragraph 88 of Plaintiff's First Amended Complaint, Q&D repeats and realleges its answers to Paragraphs 1 through 87, inclusive, and incorporates the same by reference as though fully set forth herein

89. Answering Paragraph 89 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, as to itself Q&D denies each and every allegation contained therein and is without sufficient information to form a belief as to the truth or falsity of the allegations as they pertain to others and therefore denies the same.

90. Answering Paragraph 90 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

91. Answering Paragraph 91 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D is without sufficient information to form a belief as to the truth or falsity of the same and therefore denies each and every allegation therein.

92. Answering Paragraph 92 of Plaintiff's First Amended Complaint, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, as to itself Q&D denies each and every allegation contained therein and is

1 without sufficient information to form a belief as to the truth or falsity of the allegations as they
2 pertain to others and therefore denies the same.

3 93. Answering Paragraph 93 of Plaintiff's First Amended Complaint, Q&D submits
4 this paragraph contains legal conclusions to which no response is required. To the extent a
5 response is required, Q&D is without sufficient information to form a belief as to the truth or
6 falsity of the same and therefore denies each and every allegation therein.

7 **AFFIRMATIVE DEFENSES**

8 **FIRST AFFIRMATIVE DEFENSE**

9 Q&D alleges that the First Amended Complaint and each and every cause of action stated
10 therein fails to state a claim upon which relief can be granted.

11 **SECOND AFFIRMATIVE DEFENSE**

12 Q&D is informed and believes and thereon alleges that Plaintiff's alleged damages, if any,
13 were and are, wholly or partially, contributed or proximately caused by Plaintiff's recklessness
14 and negligence, thus barring or diminishing Plaintiff's recovery herein according to principles of
15 comparative negligence.

16 **THIRD AFFIRMATIVE DEFENSE**

17 Q&D is not legally responsible for the acts and/or omissions of any other named
18 Defendants or those Defendants named herein as fictitious Defendants.

19 **FOURTH AFFIRMATIVE DEFENSE**

20 Q&D is informed and believes and thereon alleges that if Plaintiff herein suffered or
21 sustained any loss, injury, damage or detriment, the same was directly and proximately caused
22 and contributed to by the breach of warranty, conduct, acts, omissions, activities, carelessness,
23 recklessness, negligence, and/or intentional misconduct of Plaintiff, thereby completely or
24 partially barring Plaintiff's recovery herein.

25 **FIFTH AFFIRMATIVE DEFENSE**

26 Q&D is informed and believes and thereon alleges that it is not legally responsible in any
27 fashion with respect to damages and injuries claimed by Plaintiff in the First Amended
28 Complaint; however, if Q&D is subjected to any liability to Plaintiff or any other party herein, it

1 will be due, in whole or in part, to the breach of warranty, acts, omissions, activities, carelessness,
2 recklessness and negligence of others; wherefore, any recovery obtained by Plaintiff or any party
3 herein against Q&D should be reduced in proportion to the respective negligence and fault and
4 legal responsibility of all other parties, persons and entities, their agents, servants and employees
5 who contributed to and/or caused any such injury and/or damages, in accordance with the law of
6 comparative negligence; the liability of Q&D, if any, is limited in direct proportion to the
7 percentage of faults actually attributed to Q&D except as reduced by contractual indemnity.

8 **SIXTH AFFIRMATIVE DEFENSE**

9 Q&D is informed and believes and thereon alleges that at the time and place of the
10 incident alleged in Plaintiff's First Amended Complaint, Plaintiff knew of and fully understood
11 the danger and risk incident to its undertaking, including but not limited to the construction and/or
12 purchase of real property, but despite such knowledge, it freely and voluntarily assumed and
13 exposed itself to all risk of harm and the consequential injuries and damages, if any, resulting
14 therefrom.

15 **SEVENTH AFFIRMATIVE DEFENSE**

16 Q&D is informed and believes and thereon alleges that the First Amended Complaint and
17 each and every cause of action contained therein is barred by the applicable Statutes of Repose.

18 **EIGHTH AFFIRMATIVE DEFENSE**

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

22 **NINTH AFFIRMATIVE DEFENSE**

23 Q&D is informed and believes and thereon alleges that the First Amended Complaint and
24 each and every cause of action contained therein is barred by the applicable Statutes of
25 Limitation.

26 **TENTH AFFIRMATIVE DEFENSE**

27 Q&D is informed and believes and thereon alleges that Plaintiff unreasonably delayed the
28 filing and subsequent service of the First Amended Complaint and the notification of Q&D of the

1 alleged defects at the Subject Property and the basis for the causes of action alleged against it, all
2 of which has unduly and severely prejudiced Q&D in its defense of this action, thereby barring or
3 diminishing Plaintiff's recovery herein under the Doctrine of Estoppel.

4 **ELEVENTH AFFIRMATIVE DEFENSE**

5 Q&D is informed and believes and thereon alleges that Plaintiff unreasonably delayed the
6 filing and subsequent service of the First Amended Complaint and the notification of Q&D of the
7 alleged defects in the Subject Properties, negligence, and the bases for the causes of action alleged
8 against it, all of which has unduly and severely prejudiced Q&D in its defense of the action,
9 thereby barring or diminishing Plaintiff's recovery herein under the Doctrine of Waiver.

10 **TWELFTH AFFIRMATIVE DEFENSE**

11 Q&D is informed and believes and thereon alleges that Plaintiff unreasonably delayed the
12 filing and subsequent service of the First Amended Complaint and the notification of Q&D of the
13 alleged defects in the Subject Properties, negligence and the bases for the causes of action alleged
14 against it, all of which has unduly and severely prejudiced Q&D in its defense of the action,
15 thereby barring or diminishing Plaintiff's recovery herein under the Doctrine of Laches.

16 **THIRTEENTH AFFIRMATIVE DEFENSE**

17 Q&D is informed and believes and thereon alleges that Plaintiff failed to join all necessary
18 and indispensable parties to this lawsuit.

19 **FOURTEENTH AFFIRMATIVE DEFENSE**

20 Q&D is informed and believes and thereon alleges that the injuries and damages of which
21 Plaintiff complains were proximately caused by, or contributed to, by the acts of other persons
22 and/or other entities, and that said acts were an intervening and superseding cause of the injuries
23 and damages, if any, of which Plaintiff complains, thus barring Plaintiff from any recovery
24 against Q&D.

25 **FIFTEENTH AFFIRMATIVE DEFENSE**

26 Q&D is informed and believes that Plaintiff, or other persons or entities other than Q&D,
27 without the knowledge or consent of Q&D, altered the Subject Properties, and to the extent that
28

1 Plaintiff incurred or suffered any damages, which Q&D denies, such alleged damages were solely
2 and proximately caused by such alteration.

3 **SIXTEENTH AFFIRMATIVE DEFENSE**

4 The damages referred to in the First Amended Complaint, and each and every purported
5 claim for relief contained therein, were proximately caused or contributed to by the negligence of
6 persons and/or entities other than Q&D in failing to exercise the proper care which a prudent
7 person under the same or similar circumstances would have exercised, and/or by the wrongful
8 acts of persons and/or entities other than Q&D, and if Q&D acted in any manner negligently or
9 wrongfully (which supposition is made only for purposes of this defense, without admitting the
10 same to be true), the aforesaid negligence and/or wrongful acts of persons and/or entities other
11 than Q&D constituted an intervening and superseding cause of the damages alleged in the First
12 Amended Complaint.

13 **SEVENTEENTH AFFIRMATIVE DEFENSE**

14 Q&D is informed and believes and thereon alleges that the claims of Plaintiff are reduced,
15 modified and/or barred by the Doctrine of Unclean Hands.

16 **EIGHTEENTH AFFIRMATIVE DEFENSE**

17 Q&D is informed and believes and thereon alleges that any and all events, happenings,
18 injuries and damages alleged by Plaintiff were a direct result of an act of God or force of nature.

19 **NINETEENTH AFFIRMATIVE DEFENSE**

20 Plaintiff has not provided timely notice of warranty claims.

21 **TWENTIETH AFFIRMATIVE DEFENSE**

22 Pursuant to N.R.C.P. 11, as amended, all possible affirmative defenses may not have been
23 alleged herein insofar as sufficient facts were not available for responding party after reasonable
24 inquiry upon the filing of the Q&D's Answer to Plaintiff's First Amended Complaint and
25 therefore Q&D reserves the right to amend its Answer to allege additional affirmative defenses, if
26 subsequent investigation so warrants.
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28

1 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

2 Q&D alleges that Plaintiff has failed to conform with the requirements of NRS 40.600
3 through NRS 40.695, inclusive, thus such failure constitutes a bar to the prosecution of this
4 action.

5 WHEREFORE, Q&D prays for judgment against Plaintiff as follows:

- 6 1. That Plaintiff takes nothing by virtue of its Amended Complaint;
7 2. For the costs of suit incurred herein;
8 3. For attorneys' fees and costs; and
9 4. For such other and further relief as the Court deems just, equitable and proper.

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12 **AFFIRMATION**

13 The undersigned attorney does hereby affirm, pursuant to NRS 239B.030, that this
14 document and any attachments do not contain personal information as defined in NRS 603.040
15 about any persons.

16 DATED this 10th day of August, 2018.

17
18 **LEE, HERNANDEZ, LANDRUM
19 & CARLSON, APC**

20 By: 

21 DAVID S. LEE, ESQ.
22 Nevada Bar No. 6033
23 NATASHA A. LANDRUM, ESQ.
24 Nevada Bar No. 7414
25 DIRK W. GASPAR, ESQ.
26 Nevada Bar No. 10046
27 7575 Vegas Drive, Suite 150
28 Las Vegas, NV 89128
Attorneys for Defendant
Q&D CONSTRUCTION, INC.

LEE, HERNANDEZ, LANDRUM & CARLSON, APC
7575 VEGAS DRIVE, SUITE 150
LAS VEGAS, NV 89128
(702) 880-9750

CERTIFICATE OF MAILING

Somerset Owners Association v. Somerset Development Co., Ltd., et al.
(Q&D Construction, Inc.)

I HEREBY CERTIFY that on the 13th of August, 2018, I served a copy of the above and foregoing **Q&D CONSTRUCTION, INC.'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT FOR DAMAGES**, via electronic service, to the following counsel/person(s):

Don Springmeyer, Esq.
John Samberg, Esq.
Royi Moas, Esq.
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
5594 B Longley Lane
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dspringmeyer@wrslawyers.com
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Phone (775) 853-6787
Fax: (775) 853-6774
Attorneys for Plaintiff


An employee of LEE, HERNANDEZ, LANDRUM
& CARLSON, APC

Code: 1140

1 Charles L. Burcham, Esq., Nevada Bar No. 2673
2 Wade Carner, Esq., Nevada Bar No. 11530
3 Thorndal, Armstrong, Delk, Balkenbush & Eisinger
4 6590 S. McCarran, Suite B
5 Reno, Nevada 89509
6 Tel: (775) 786-2882

Attorneys for Defendants

SOMERSETT DEVELOPMENT COMPANY, LTD,
SOMERSETT, LLC, and SOMERSETT DEVELOPMENT CORPORATION

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION, a
Domestic Non-Profit Corporation,

Plaintiff,

Case No. CV17-02427

vs.

Dept. No. 15

SOMERSETT DEVELOPMENT COMPANY,
LTD, a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; Q & D
Construction, Inc., a Nevada Corporation,
PARSONS BROS ROCKERIES, INC., a
Washington Corporation; PARSONS
ROCKS!, LLC., a Nevada Limited Liability
Company, and DOES 5 through 50, inclusive,

Defendants.

ANSWER TO FIRST AMENDED COMPLAINT AND CROSS-CLAIM

COMES NOW, Defendants SOMERSETT DEVELOPMENT COMPANY, LTD,
SOMERSETT, LLC, and SOMERSETT DEVELOPMENT CORPORATION, by and through
their attorneys, Thorndal Armstrong Delk Balkenbush & Eisinger, and in answer to Plaintiff's
Amended Complaint, hereby admits, denies, and alleges as follows:

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1 **FIRST DEFENSE**

2 **I. PARTIES**

3 **A. Plaintiff**

4 I.

5 Defendants admit the allegations contained in Paragraph 1 of the Amended Complaint.

6 II.

7 Defendants are without sufficient knowledge or information with which to form a belief
8 as to the truth of the allegations contained in Paragraphs 2, 3 and 4 of the Amended Complaint,
9 and upon such basis deny same.

10 III.

11 The allegations of Paragraph 5 of the Amended Complaint are legal and not factual; this
12 lawsuit was filed in violation of NRS 116.31088.

13 IV.

14 In answer to Paragraph 6 of the Amended Complaint, the referenced CC&Rs speak for
15 themselves.

16 **B. Defendants**

17 V.

18 Defendants admit the allegations contained in Paragraphs 7, 8 and 9 of the Amended
19 Complaint.

20 VI.

21 Defendants are without sufficient knowledge or information with which to form a belief
22 as to the truth of the allegations contained in Paragraphs 10, 13, 14, 15, 16 and 17 of the
23 Amended Complaint, and upon such basis deny same.

24 VII.

25 Defendants deny the allegations contained in Paragraphs 11, 12, 18, 19 and 20 of the
26 Amended Complaint.

27 VIII.

28 In answer to Paragraph 21 of the Amended Complaint, Defendants admit that a Notice of

1 Claims was provided, and Defendants allege that said notice was untimely and improper under
2 NRS 11.202.

3 **II. GENERAL ALLEGATIONS**

4 I.

5 Defendants admit the allegations contained in Paragraph 22 of the Amended Complaint.

6 II.

7 Defendants are without sufficient knowledge or information with which to form a belief
8 as to the truth of the allegations contained in Paragraphs 23, 24 and 33 of the Amended
9 Complaint, and upon such basis deny same.

10 IV.

11 Defendants deny the allegations contained in Paragraphs 25, 26, 27, 28, 29, 30, 31, 32,
12 34, 35, 36, 37 and 38 of the Amended Complaint.

13 **III. FIRST CLAIM FOR RELIEF**

14 **Negligence and Negligence Per Se**

15 **(Against All Defendants)**

16 I.

17 In answer to Paragraph 39 of the Amended Complaint, Defendants repeat and reallege
18 each and every answering Paragraphs 1 through 38 of the Amended Complaint as though fully
19 set forth herein.

20 II.

21 Defendants deny the allegation contained in Paragraphs 40, 41, 43, 44, 45, 46, 47, 48, 49,
22 50, 51, 52, 53 and 54 of the Amended Complaint.

23 III.

24 Defendants are without sufficient knowledge or information with which to form a belief
25 as to the truth of the allegations contained in Paragraph 42 of the Amended Complaint, and upon
26 such basis deny same.

27 IV.

28 No response is necessary to Plaintiff 55 of the Amended Complaint.

1 **IV. SECOND CLAIM FOR RELIEF**

2 **Breach of Express and Implied Warranties Pursuant to NRS 116.4113 and NRS 11.4114**
3 **and Common Law (Against All Defendants)**

4 I.

5 In answer to Paragraph 56 of the Amended Complaint, Defendants repeat and reallege
6 each and every answering Paragraphs 1 through 55 of the Amended Complaint as though fully
7 set forth herein.

8 II.

9 Defendants deny the allegations contained in Paragraphs 57, 59, 60, 61, 62, 64, 65, 66,
10 67, 68, 69, 70, 71 and 72 of the Amended Complaint.

11 III.

12 Defendants are without sufficient knowledge or information with which to form a belief
13 as to the truth of the allegations contained in Paragraphs 58 and 63 of the Amended Complaint,
14 and upon such basis deny same.

15 IV.

16 No response is necessary to Paragraph 73 of the Amended Complaint.

17 **V. THIRD CLAIM FOR RELIEF**

18 **Negligent Misrepresentation and/or Failure to Disclose**
19 **(Against All Defendants)**

20 I.

21 In answer to Paragraph 74 of the Amended Complaint, Defendants repeat and reallege
22 each and every answering Paragraphs 1 through 73 of the Amended Complaint as though fully
23 set forth herein.

24 II.

25 Defendants are without sufficient knowledge or information with which to form a belief
26 as to the truth of the allegations contained in Paragraph 75 of the Amended Complaint, and upon
27 such basis deny same.

1 III.

2 Defendants deny the allegations contained in Paragraphs 76, 66, 78, 79 and 80 of the
3 Amended Complaint.

4 IV.

5 No response is necessary to Paragraph 81 of the Amended Complaint.

6 **VI. FOURTH CLAIM FOR RELIEF**

7 **Declaratory Relief**

8 **(Against All Defendants)**

9 I.

10 In answer to Paragraph 82 of the Amended Complaint, Defendants repeat and reallege
11 each and every answering Paragraphs 1 through 81 of the Amended Complaint as though fully
12 set forth herein.

13 II.

14 Defendants deny the allegations contained in Paragraphs 83, 84, 85, 86 and 87 of the
15 Amended Complaint.

16 **VII. FIFTH CLAIM FOR RELIEF**

17 **Breach of NRS 116.1113 and the Implied Covenant of Good Faith**

18 **(Against All Defendants)**

19 I.

20 In answer to Paragraph 88 of the Amended Complaint, Defendants repeat and reallege
21 each and every answering Paragraphs 1 through 87 of the Amended Complaint as though fully
22 set forth herein.

23 II.

24 Defendants deny the allegations contained in Paragraphs 89, 92 and 93 of the Amended
25 Complaint.

26 III.

27 In answer to Paragraphs 90 and 91 of the Amended Complaint, the referenced statute
28 speaks for itself.

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SECOND DEFENSE

Plaintiff's Amended Complaint on file herein fails to state a claim against these Defendants upon which relief may be granted.

THIRD DEFENSE

The claims asserted by Plaintiff are barred by the statute of repose.

FOURTH DEFENSE

The claims asserted by Plaintiff are barred by the statute of limitations.

FIFTH DEFENSE

The occurrence referred to in Plaintiff's Amended Complaint, and all damages, if any, arising therefrom, were caused by the acts or omissions of a third person or persons over whom these Defendants had no control.

SIXTH DEFENSE

Defendants allege that Plaintiff fails to name a party necessary for full and adequate relief essential in this action.

SEVENTH DEFENSE

Defendants allege that Plaintiff has failed to timely plead this matter and has thereby delayed the litigation and investigation of this claim to the prejudice of these Defendants and accordingly, this action should be dismissed.

EIGHTH DEFENSE

Upon information and belief, Plaintiff may have failed to mitigate its damages.

NINTH DEFENSE

Plaintiff is estopped from asserting any cause of action whatever against Defendants.

TENTH DEFENSE

Plaintiff, by its acts and conduct, has waived and abandoned any and all claims as alleged herein against these Defendants.

ELEVENTH DEFENSE

Defendants are informed and believe, and thereon allege, that Plaintiff's claims, in whole or in part, are reduced, modified and/or barred by the doctrine of consent.

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TWELFTH DEFENSE

Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendants' answer, and therefore Defendants reserve the right to amend this answer to allege additional affirmative defenses if subsequent investigation warrants.

WHEREFORE, Defendants request relief as follows:

1. That Plaintiff's Amended Complaint be dismissed with prejudice in its entirety;
2. That Defendants be awarded reasonable attorney's fees and costs incurred in defending this matter;
3. For such other and further relief as the Court deems just and proper in the premises.

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned hereby affirms that this document does not contain the Social Security number of any person.

DATED this 17 day of August, 2018.

THORNDAL, ARMSTRONG,
DELK, BALKENBUSH & EISINGER

By: 

CHARLES L. BURCHAM, ESQ.
Nevada Bar No. 2673
WADE CARNER, ESQ.
Nevada Bar No. 11530
6590 S. McCarran Blvd., Suite B
Reno, Nevada 89509
Attorneys for Defendants
SOMERSETT DEVELOPMENT
COMPANY, LTD, SOMERSETT, LLC,
and SOMERSETT DEVELOPMENT
CORPORATION

1 **CROSS-CLAIM**

2 COMES NOW Defendant/Cross-Claimant SOMERSETT DEVELOPMENT CO., LTD.,
3 ("SOMERSETT") by and through its attorneys of records, Thorndal Armstrong Delk Balkenbush
4 & Eisinger, and hereby brings this Cross-Claim against Cross-Defendants Q&D
5 CONSTRUCTION, INC., a Nevada Corporation; and PARSONS BROTHERS ROCKERIES,
6 INC., a Washington Corporation; and DOES 1-50 inclusive, and alleges as follows:

7 **GENERAL ALLEGATIONS**

- 8 1. Cross-Claimant incorporates herein that Plaintiff's Complaint solely for the purposes of
9 establishing that a Complaint has been filed against SOMERSETT but without admitting
10 the truth of any allegation therein except for such allegations which may have been
11 admitted in Cross-Claimant's Answer. Cross-Claimant is informed and believes and
12 therefore alleges that the matters referred to in Plaintiff's Complaint were proximately
13 caused by the acts and omissions of Cross-Defendants.
- 14 2. SOMERSETT is a Defendant in this matter, having been sued by Plaintiff, SOMERSETT
15 OWNERS ASSOCIATION ("SOA").
- 16 3. At all times relevant herein Q&D CONSTRUCTION, INC.; and PARSONS BROTHERS
17 ROCKERIES, INC.; and DOES 1-50 (collectively "Cross-Defendants") were either
18 individuals, sole proprietorships, partnerships, registered professionals, corporations, or
19 other legal entities licensed to do and were doing business in Washoe County, State of
20 Nevada and performed constructions-related work and/or supplied materials for the
21 construction of the lots identified by PLAINTIFF in its Complaint ("Subject Properties").
- 22 4. Cross-Defendants, and each of them, were developers, contractors, subcontractors, and/or
23 design professionals who, pursuant to the agreements between each of the Cross-
24 Defendants and SOMERSETT, performed construction related activities for
25 SOMERSETT, or were one of the subcontractors who supplied materials and/or items
26 which were installed into and/or became a part of said subject properties.
- 27 5. SOMERSETT alleges that that Cross-Defendants, including DOES 1-50, may have acted
28 as alter-egos of other individuals, sole proprietorships, partnerships, registered

1 professionals, corporations, or other legal entities, and that the true names and capacities
2 of any such persons or entities for which Cross-Defendants acted as alter egos are
3 currently unknown to SOMERSETT; therefore, SOMERSETT will seek leave of the
4 Court to amend this Cross-Claim to set forth the true names and capacities of any alter
5 ego entities and state appropriate charging allegations, if and when that information is
6 ascertained.

7 6. Cross-Defendants DOES 1-50 are sued herein under fictitious names and the true names
8 and capacities of said Cross-Defendants are not known by Cross-Claimant who will seek
9 leave of court to amend this Third-Party Complaint to set forth same as it becomes
10 known or ascertained.

11 7. The work performed and/or materials supplied by each of the Cross-Defendants was
12 pursuant to contracts, purchase orders, and/or agreements between Cross-Defendants and
13 SOMERSETT pursuant to plans and specifications for the Subject Properties.

14 8. SOMERSETT has been sued by Plaintiff SOMERSETT OWNERS ASSOCIATION in
15 the Second Judicial District Court in Washoe County, State of Nevada, Court Case
16 Number CV17-02427. The Plaintiffs in this case have alleged defective or deficient
17 design or construction giving rise to their claims for relief. Plaintiff's allegations
18 implicate the Cross-Defendants' work.

19 **FIRST CLAIM FOR RELIEF**

20 **(Implied Indemnity)**

21 9. Cross-Claimant realleges each and every allegation contained in paragraphs 1-8 as
22 though fully set forth herein.

23 10. SOMERSETT is informed and believes and thereon alleges that SOMERSETT entered
24 into written, oral, and/or implied agreements with Cross-Defendants.

25 11. By reason of the foregoing, if Plaintiffs recover against SOMERSETT, then
26 SOMERSETT is entitled to implied contractual indemnity from Cross-Defendants, and
27 each of them, for injuries and damages sustained by Plaintiffs, if any, for any sums paid
28 by way of settlement or, in the alternative, judgment rendered against SOMERSETT in

1 the underlying action based upon Plaintiff's Complaint or any cross-claims filed herein.
2 12. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
3 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
4 fees and costs incurred herein pursuant to the contractual provisions of the agreements
5 and Nevada Law.

6 **SECOND CLAIM FOR RELIEF**

7 **(Contribution)**

8 13. Cross-Claimant repeats and realleges each and every allegation contained in paragraphs
9 1-12 above as if though fully set forth herein.

10 14. Cross-Claimant is entitled to contribution from Cross-Defendants with respect to any
11 settlement, judgment, awards or any other type of resolution or claims brought forward
12 by the Plaintiff in its Complaint on file herein in an amount proportionate to the amount
13 of negligence and/or fault attributable to each of the Cross-Defendants.

14 15. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
15 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
16 fees and costs incurred herein pursuant to the contractual provisions of the agreements
17 and Nevada Law.

18 **THIRD CLAIM FOR RELIEF**

19 **(Equitable Indemnity)**

20 16. Cross-Claimant repeats and realleges each and every allegation contained in paragraphs
21 1-15 above as if though fully set forth herein.

22 17. SOMERSETT is informed and believes and thereon alleges that any and all defects and
23 damages alleged by Plaintiff in their Complaint are all defects and damages to, or
24 destruction of, property and SOMERSETT is further informed and believes and thereon
25 alleges that any and all damages were caused by Cross-Defendants, and each of them,
26 arising out of and in connection with the performance of Cross-Defendants' operations
27 and work at the subject properties.

28 18. In equity and good conscience, if Plaintiff recovers against SOMERSETT herein, then

1 SOMERSETT is entitled to an equitable indemnity apportionment of the liability and
2 contribution among and from the Cross-Defendants, and each of them, according to their
3 respective faults for the injuries and damages allegedly sustained by Plaintiffs, if any, by
4 way of sums paid by settlement or, in the alternative, judgment rendered against
5 SOMERSETT based upon Plaintiff's Complaint.

6 19. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
7 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
8 fees and costs incurred herein pursuant to the contractual provisions of the agreements
9 and Nevada Law.

10 **FOURTH CLAIM FOR RELIEF**

11 **(Apportionment)**

12 20. Cross-Claimant repeats and realleges each and every allegation contained in paragraphs
13 1-19 above as if though fully set forth herein.

14 21. SOMERSETT is entitled to an apportionment of liability between Cross-Defendants, and
15 each of them.

16 22. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
17 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
18 fees and costs incurred herein pursuant to the contractual provisions of the agreements
19 and Nevada Law.

20 **FIFTH CLAIM FOR RELIEF**

21 **(Express Indemnity)**

22 23. Cross-Claimant repeats and realleges each and every allegation contained in paragraphs
23 1-22 above as if though fully set forth herein.

24 24. Pursuant to the terms of the agreements entered into between SOMERSETT and Cross-
25 Defendants, SOMERSETT has defense and indemnification rights from the Cross-
26 Defendants, and each of them.

27 25. Pursuant to the terms of the agreements entered into between SOMERSETT and Cross-
28 Defendants, Cross-Defendants, and each of them, have the duty to defend and indemnify

1 SOMERSETT in the action filed by Plaintiffs.

2 26. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
3 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
4 fees and costs incurred herein pursuant to the contractual provisions of the agreements
5 and Nevada Law.

6 WHEREFORE, Cross-Claimant demands judgment against Cross-Defendants as follows:

- 7 1. For indemnity, all damages, and/or economic losses that Plaintiffs and/or any
8 cross-claimant/Cross-Claimant recover against SOMERSETT by way of
9 judgment, order, settlement, compromise or trial;
- 10 2. For reasonable attorney's fees, costs and expert costs and expenses pursuant to
11 statutory and contract law and the terms of the contract(s);
- 12 3. For prejudgment interest;
- 13 4. For an apportionment of liability between the Cross-Defendants, an each of them;
- 14 5. For contribution pursuant to NRS 17.225; and

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

16 **AFFIRMATION**

17 **Pursuant to NRS 239B.030**

18 The undersigned hereby affirms that this document does not contain the Social Security
19 number of any person.

20 DATED this 17 day of August, 2018.

21 THORNDAL, ARMSTRONG,
22 DELK, BALKENBUSH & EISINGER

23 By: 

24 CHARLES L. BURCHAM, ESQ.
25 Nevada Bar No. 2673
26 WADE CARNER, ESQ.
27 Nevada Bar No. 11530
28 6590 S. McCarran Blvd., Suite B
Reno, Nevada 89509
Attorneys for Defendants
SOMERSETT DEVELOPMENT
COMPANY, LTD, SOMERSETT, LLC,
and SOMERSETT DEVELOPMENT
CORPORATION

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Thorndal, Armstrong, Delk, Balkenbush & Eisinger, and that on this date I caused the foregoing **ANSWER TO FIRST AMENDED COMPLAINT AND CROSS-CLAIM** to be served on all parties to this action by:

_____ placing an original or true copy thereof in a sealed, postage prepaid, envelope in the United States mail at Reno, Nevada.

☒ Second Judicial District Court Eflex ECF (Electronic Case Filing)

_____ personal delivery

_____ facsimile (fax)

_____ Federal Express/UPS or other overnight delivery

fully addressed as follows:

**Don Springmeyer, Esq.
John Samberg, Esq.
Roi Moas, Esq.
Wolf, Rifkin, Shapiro, Schulman & Rabkin,
LLP
5594 B Longley Lane
Reno, NV 89511
Attorneys for Plaintiff**

**Natasha Landrum, Esq.
Dirk W. Gaspar, Esq.
Lee, Hernandez, Landrum & Garofalo
7575 Vegas Dr., Ste 150
Las Vegas, NV 89128
Attorneys for Defendant
Q & D Construction**

**Steve Castronova, Esq.
Castronova Law Offices, P.C.
605 Forest Street
Reno, NV 89509
Attorney for Defendant
Parsons Bros Rockeries**

DATED this 17th day of August, 2018.



An employee of Thorndal, Armstrong,
Delk, Balkenbush & Eisinger

1 **CODE: \$1140**

2 CASTRONOVA LAW OFFICES, PC
3 Stephen G. Castronova, Esq. [SBN 7305]
4 605 Forest Street
5 Reno, NV 89509
6 (775) 323-2646 Fax: (775) 323-3181
7 Attorneys for Defendant,
8 Parsons Bros Rockeries, Inc.

9 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

10 **IN AND FOR THE COUNTY OF WASHOE**

11 SOMERSETT OWNERS ASSOCIATION,
12 a Domestic Non-Profit Corporation,

13 Plaintiff,

14 vs.

15 SOMERSETT DEVELOPMENT COMPANY,
16 LTD., a Nevada Limited Liability Company;
17 SOMERSET, LLC, a dissolved Nevada Limited
18 Liability Company; SOMERSETT
19 DEVELOPMENT CORPORATION, a dissolved
20 Nevada Corporation; Q & D Construction, Inc., a
21 Nevada Corporation; PARSONS BROS
22 ROCKERIES, INC., a Washington Corporation;
23 PARSONS ROCKS!, LLC., a Nevada Limited
24 Liability Company, and DOES 5-50, inclusive,

25 Defendants.

26 And Related Actions

CASE NO. CV17-02427

DEPT.: 10

PARSONS BROS ROCKERIES, INC.'S
ANSWER TO FIRST AMENDED
COMPLAINT FOR DAMAGES
(CORRECTED)

27 Defendant, PARSONS BROS ROCKERIES INC., ("PARSONS"), by and through its counsel
28 of record, Castronova Law Offices, P.C., hereby submits its Answer to Plaintiff's Amended
Complaint, and answers and responds as follows:

PARTIES

1
2 1. Answering Paragraph 1 of the Plaintiff's Amended Complaint, PARSONS is without
3 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
4 contained in said paragraphs, and based thereon, specifically and generally denies each and every
5 allegation contained in said paragraph.

6 2. Answering Paragraph 2 of the Plaintiff's Amended Complaint, PARSONS is without
7 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
8 contained in said paragraphs, and based thereon, specifically and generally denies each and every
9 allegation contained in said paragraph.

10 3. Answering Paragraph 3 of the Plaintiff's Amended Complaint, PARSONS is without
11 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
12 contained in said paragraphs, and based thereon, specifically and generally denies each and every
13 allegation contained in said paragraph.

14 4. Answering Paragraph 4 of the Plaintiff's Amended Complaint, PARSONS is without
15 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
16 contained in said paragraphs, and based thereon, specifically and generally denies each and every
17 allegation contained in said paragraph.

18 5. Answering Paragraph 5 of the Plaintiff's Amended Complaint, PARSONS is without
19 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
20 contained in said paragraphs, and based thereon, specifically and generally denies each and every
21 allegation contained in said paragraph.

22 6. Answering Paragraph 6 of the Plaintiff's Amended Complaint, PARSONS is without
23 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
24 contained in said paragraphs, and based thereon, specifically and generally denies each and every
25 allegation contained in said paragraph.

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1 7. Answering Paragraph 7 of the Plaintiff's Amended Complaint, PARSONS is without
2 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
3 contained in said paragraphs, and based thereon, specifically and generally denies each and every
4 allegation contained in said paragraph.

5 8. Answering Paragraph 8 of the Plaintiff's Amended Complaint, PARSONS is without
6 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
7 contained in said paragraphs, and based thereon, specifically and generally denies each and every
8 allegation contained in said paragraph.

9 9. Answering Paragraph 9 of the Plaintiff's Amended Complaint, PARSONS is without
10 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
11 contained in said paragraphs, and based thereon, specifically and generally denies each and every
12 allegation contained in said paragraph.

13 10. Answering Paragraph 10 of the Plaintiff's Amended Complaint, PARSONS is without
14 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
15 contained in said paragraphs, and based thereon, specifically and generally denies each and every
16 allegation contained in said paragraph.

17 11. Answering Paragraph 11 of the Plaintiff's Amended Complaint, PARSONS is without
18 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
19 contained in said paragraphs, and based thereon, specifically and generally denies each and every
20 allegation contained in said paragraph.

21 12. Answering Paragraph 12 of the Plaintiff's Amended Complaint, PARSONS is without
22 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
23 contained in said paragraphs, and based thereon, specifically and generally denies each and every
24 allegation contained in said paragraph.

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13. Answering Paragraph 13 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

14. Answering Paragraph 14 of the Plaintiff's Amended Complaint, PARSONS admits that Parsons Bros. Rockeries, Inc., was a Washington foreign corporation which had been licensed to do business in the State of Nevada. PARSONS denies that Kevin Parsons is its registered agent as PARSONS legally dissolved in October 2010.

15. Answering Paragraph 15 of the Plaintiff's Amended Complaint, PARSONS admits that Parsons Rocks!, LLC., is and at all times herein mentioned a Nevada limited liability company licensed to do business and doing business in the State of Nevada.

16. Answering Paragraph 16 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

17. Answering Paragraph 17 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

18. Answering Paragraph 18 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

19. Answering Paragraph 19 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

20. Answering Paragraph 20 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

21. Answering Paragraph 21 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

II.

GENERAL ALLEGATIONS

22. Answering Paragraph 22 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

23. Answering Paragraph 23 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

24. Answering Paragraph 24 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

25. Answering Paragraph 25 of the Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

1 26. Answering Paragraph 26 of the Plaintiff's Amended Complaint, PARSONS is without
2 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
3 contained in said paragraphs, and based thereon, specifically and generally denies each and every
4 allegation contained in said paragraph.

5 27. Answering Paragraph 27 of the Plaintiff's Amended Complaint, PARSONS is without
6 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
7 contained in said paragraphs, and based thereon, specifically and generally denies each and every
8 allegation contained in said paragraph.

9 28. Answering Paragraph 28 of the Plaintiff's Amended Complaint, PARSONS is without
10 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
11 contained in said paragraphs, and based thereon, specifically and generally denies each and every
12 allegation contained in said paragraph.

13 29. Answering Paragraph 29 of the Plaintiff's Amended Complaint, PARSONS is without
14 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
15 contained in said paragraphs, and based thereon, specifically and generally denies each and every
16 allegation contained in said paragraph.

17 30. Answering Paragraph 30 of the Plaintiff's Amended Complaint, PARSONS is without
18 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
19 contained in said paragraphs, and based thereon, specifically and generally denies each and every
20 allegation contained in said paragraph.

21 31. Answering Paragraph 31 of the Plaintiff's Amended Complaint, PARSONS is without
22 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
23 contained in said paragraphs, and based thereon, specifically and generally denies each and every
24 allegation contained in said paragraph.

25 32. Answering Paragraph 32 of the Plaintiff's Amended Complaint, PARSONS is without
26 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
27 contained in said paragraphs, and based thereon, specifically and generally denies each and every
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1 allegation contained in said paragraph.

2 33. Answering Paragraph 33 of the Plaintiff's Amended Complaint, PARSONS is without
3 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
4 contained in said paragraphs, and based thereon, specifically and generally denies each and every
5 allegation contained in said paragraph.

6 34. Answering Paragraph 34 of the Plaintiff's Amended Complaint, PARSONS is without
7 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
8 contained in said paragraphs, and based thereon, specifically and generally denies each and every
9 allegation contained in said paragraph.

10 35. Answering Paragraph 35 of the Plaintiff's Amended Complaint, PARSONS is without
11 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
12 contained in said paragraphs, and based thereon, specifically and generally denies each and every
13 allegation contained in said paragraph.

14 36. Answering Paragraph 36 of the Plaintiff's Amended Complaint, PARSONS is without
15 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
16 contained in said paragraphs, and based thereon, specifically and generally denies each and every
17 allegation contained in said paragraph.

18 37. Answering Paragraph 37 of the Plaintiff's Amended Complaint, PARSONS is without
19 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
20 contained in said paragraphs, and based thereon, specifically and generally denies each and every
21 allegation contained in said paragraph.

22 38. Answering Paragraph 38 of the Plaintiff's Amended Complaint, PARSONS is without
23 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
24 contained in said paragraphs, and based thereon, specifically and generally denies each and every
25 allegation contained in said paragraph.

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III.

FIRST CLAIM FOR RELIEF

**Negligence and Negligence Per Se
(Against All Defendants)**

39. Answering Paragraph 39 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS repeats and re-alleges its answers to Paragraphs 1 through 38, inclusive, and incorporates the same by reference as though fully set forth herein.

40. Answering Paragraph 40 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

41. Answering Paragraph 41 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

42. Answering Paragraph 42 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

43. Answering Paragraph 43 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally

1 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
2 remaining allegations are specifically and generally denied by PARSONS.

3 44. Answering Paragraph 44 of the First Claim for Relief of Plaintiff's Amended
4 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
5 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
6 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
7 remaining allegations are specifically and generally denied by PARSONS.

8 45. Answering Paragraph 45 of the First Claim for Relief of Plaintiff's Amended
9 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
10 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
11 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
12 remaining allegations are specifically and generally denied by PARSONS.

13 46. Answering Paragraph 46 of the First Claim for Relief of Plaintiff's Amended Complaint,
14 PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of
15 the allegations contained in said paragraphs and, based thereon, specifically and generally denies each
16 and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining
17 allegations are specifically and generally denied by PARSONS.

18 47. Answering Paragraph 47 of the First Claim for Relief of Plaintiff's Amended Complaint,
19 PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of
20 the allegations contained in said paragraphs and, based thereon, specifically and generally denies each
21 and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining
22 allegations are specifically and generally denied by PARSONS.

23 48. Answering Paragraph 48 of the First Claim for Relief of Plaintiff's Amended Complaint,
24 PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of
25 the allegations contained in said paragraphs and, based thereon, specifically and generally denies each
26 and every allegation contained in said paragraphs as they pertain to PARSONS.

and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

49. Answering Paragraph 49 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

50. Answering Paragraph 50 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

51. Answering Paragraph 51 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

52. Answering Paragraph 52 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

53. Answering Paragraph 53 of the First Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each

1 and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining
2 allegations are specifically and generally denied by PARSONS.

3 54. Answering Paragraph 54 of the First Claim for Relief of Plaintiff's Amended Complaint,
4 PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of
5 the allegations contained in said paragraphs and, based thereon, specifically and generally denies each
6 and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining
7 allegations are specifically and generally denied by PARSONS.

8 55. Answering Paragraph 55 of the First Claim for Relief of Plaintiff's Amended Complaint,
9 PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of
10 the allegations contained in said paragraphs and, based thereon, specifically and generally denies each
11 and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining
12 allegations are specifically and generally denied by PARSONS.
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14 IV.

15 **SECOND CLAIM FOR RELIEF**

16 **Breach of Express and Implied Warranties Pursuant to NRS 116.4113 and NRS 11.4114 and** 17 **Common Law (Against All Defendants)**

18 56. Answering Paragraph 56 of the Second Claim for Relief of Plaintiff's Amended
19 Complaint, PARSONS repeats and re-alleges its answers to Paragraphs 1 through 55, inclusive, and
20 incorporates the same by reference as though fully set forth herein.

21 57. Answering Paragraph 57 of the Second Claim for Relief of Plaintiff's Amended
22 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
23 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
24 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
25 remaining allegations are specifically and generally denied by PARSONS.

26 58. Answering Paragraph 58 (a) - (f) of the Second Claim for Relief of Plaintiff's Amended
27 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
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1 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
2 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
3 remaining allegations are specifically and generally denied by PARSONS.

4 59. Answering Paragraph 59 of the Second Claim for Relief of Plaintiff's Amended
5 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
6 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
7 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
8 remaining allegations are specifically and generally denied by PARSONS.

9 60. Answering Paragraph 60 of the Second Claim for Relief of Plaintiff's Amended
10 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
11 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
12 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
13 remaining allegations are specifically and generally denied by PARSONS.

14 61. Answering Paragraph 61 of the Second Claim for Relief of Plaintiff's Amended
15 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
16 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
17 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
18 remaining allegations are specifically and generally denied by PARSONS.

19 62. Answering Paragraph 62 of the Second Claim for Relief of Plaintiff's Amended
20 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
21 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
22 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
23 remaining allegations are specifically and generally denied by PARSONS.

24 63. Answering Paragraph 63 of the Second Claim for Relief of Plaintiff's Amended
25 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
26 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
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1 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
2 remaining allegations are specifically and generally denied by PARSONS.

3 64. Answering Paragraph 64 of the Second Claim for Relief of Plaintiff's Amended
4 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
5 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
6 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
7 remaining allegations are specifically and generally denied by PARSONS.

8 65. Answering Paragraph 65 of the Second Claim for Relief of Plaintiff's Amended
9 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
10 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
11 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
12 remaining allegations are specifically and generally denied by PARSONS.

13 66. Answering Paragraph 66 of the Second Claim for Relief of Plaintiff's Amended
14 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
15 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
16 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
17 remaining allegations are specifically and generally denied by PARSONS.

18 67. Answering Paragraph 67 of the Second Claim for Relief of Plaintiff's Amended
19 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as
20 to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
21 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
22 remaining allegations are specifically and generally denied by PARSONS.

23 68. Answering Paragraph 68 of the Second Claim for Relief of Plaintiff's Amended
24 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
25 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
26 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
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1 remaining allegations are specifically and generally denied by PARSONS.

2 69. Answering Paragraph 69 of the Second Claim for Relief of Plaintiff's Amended
3 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
4 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
5 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
6 remaining allegations are specifically and generally denied by PARSONS.

7 70. Answering Paragraph 70 of the Second Claim for Relief of Plaintiff's Amended
8 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
9 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
10 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
11 remaining allegations are specifically and generally denied by PARSONS.

12 71. Answering Paragraph 71 of the Second Claim for Relief of Plaintiff's Amended
13 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
14 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
15 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
16 remaining allegations are specifically and generally denied by PARSONS.

17 72. Answering Paragraph 72 of the Second Claim for Relief of Plaintiff's Amended
18 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
19 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
20 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
21 remaining allegations are specifically and generally denied by PARSONS.

22 73. Answering Paragraph 73 of the Second Claim for Relief of Plaintiff's Amended
23 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to
24 the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally
25 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
26 remaining allegations are specifically and generally denied by PARSONS.

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1 denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
2 remaining allegations are specifically and generally denied by PARSONS.

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4 **V.**

5 **THIRD CLAIM FOR RELIEF**

6 **Negligent Misrepresentation/Failure to Disclose**
7 **(Against All Defendants)**

8 74. Answering Paragraph 74 of the Third Claim for Relief of Plaintiff's Amended
9 Complaint, PARSONS repeats and re-alleges its answers to Paragraphs 1 through 73, inclusive, and
10 incorporates the same by reference as though fully set forth herein.

11 75. Answering Paragraph 75 of the Third Claim for Relief of Plaintiff's Amended
12 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as
13 to the truth of the allegations contained in said paragraphs and, based thereon, specifically and
14 generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS.
15 Any and all remaining allegations are specifically and generally denied by PARSONS.

16 76. Answering Paragraph 76 of the Third Claim for Relief of Plaintiff's Amended
17 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as
18 to the truth of the allegations contained in said paragraphs and, based thereon, specifically and
19 generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS.
20 Any and all remaining allegations are specifically and generally denied by PARSONS.

21 77. Answering Paragraph 77 of the Third Claim for Relief of Plaintiff's Amended
22 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as
23 to the truth of the allegations contained in said paragraphs and, based thereon, specifically and
24 generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS.
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1 Any and all remaining allegations are specifically and generally denied by PARSONS.

2 78. Answering Paragraph 78 of the Third Claim for Relief of Plaintiff's Amended
3 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as
4 to the truth of the allegations contained in said paragraphs and, based thereon, specifically and
5 generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS.
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7 Any and all remaining allegations are specifically and generally denied by PARSONS.

8 79. Answering Paragraph 79 of the Third Claim for Relief of Plaintiff's Amended
9 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as
10 to the truth of the allegations contained in said paragraphs and, based thereon, specifically and
11 generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS.
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13 Any and all remaining allegations are specifically and generally denied by PARSONS.

14 80. Answering Paragraph 80 of the Third Claim for Relief of Plaintiff's Amended
15 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as
16 to the truth of the allegations contained in said paragraphs and, based thereon, specifically and
17 generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS.
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19 Any and all remaining allegations are specifically and generally denied by PARSONS.

20 81. Answering Paragraph 81 of the Third Claim for Relief of Plaintiff's Amended
21 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as
22 to the truth of the allegations contained in said paragraphs and, based thereon, specifically and
23 generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS.
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25 Any and all remaining allegations are specifically and generally denied by PARSONS.

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VI.

FOURTH CLAIM FOR RELIEF

**Declaratory Relief
(Against All Defendants)**

82 Answering Paragraph 82 of the Fourth Claim for Relief of Plaintiff's Amended Complaint, PARSONS repeats and re-alleges its answers to Paragraphs 1 through 81, inclusive, and incorporates the same by reference as though fully set forth herein.

83 Answering Paragraph 83 of the Fourth Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

84. Answering Paragraph 84 of the Fourth Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

85 Answering Paragraph 85 of the Fourth Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs and, based thereon, specifically and generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining allegations are specifically and generally denied by PARSONS.

86. Answering Paragraph 86 of the Fourth Claim for Relief of Plaintiff's Amended Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of

1 the allegations contained in said paragraphs and, based thereon, specifically and generally denies each
2 and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining
3 allegations are specifically and generally denied by PARSONS.

4 87. Answering Paragraph 87 of the Fourth Claim for Relief of Plaintiff's Amended Complaint,
5 PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of
6 the allegations contained in said paragraphs and, based thereon, specifically and generally denies each
7 and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all remaining
8 allegations are specifically and generally denied by PARSONS.
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10 VII.

11 FIFTH CLAIM FOR RELIEF

12 **Breach of NRS 116.1113 and the Implied Covenant of Good Faith** 13 **(Against All Defendants)**

14 88. Answering Paragraph 88 of the Fifth Claim for Relief of Plaintiff's Amended
15 Complaint, PARSONS repeats and re-alleges its answers to Paragraphs 1 through 87, inclusive, and
16 incorporates the same by reference as though fully set forth herein.
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18 89. Answering Paragraph 89 of the Fifth Claim for Relief of Plaintiff's Amended
19 Complaint, PARSONS generally denies each and every allegation contained in said paragraphs as
20 they pertain to PARSONS.
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22 90. Answering Paragraph 90 of the Fifth Claim for Relief of Plaintiff's Amended
23 Complaint, PARSONS generally denies each and every allegation contained in said paragraphs as
24 they pertain to PARSONS.
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26 91. Answering Paragraph 91 of the Fifth Claim for Relief of Plaintiff's Amended Complaint,
27 PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth
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1 of the allegations contained in said paragraphs and, based thereon, specifically and generally denies
2 each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
3 remaining allegations are specifically and generally denied by PARSONS.

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5 92. Answering Paragraph 92 of the Fifth Claim for Relief of Plaintiff's Amended Complaint,
6 PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth
7 of the allegations contained in said paragraphs and, based thereon, specifically and generally denies
8 each and every allegation contained in said paragraphs as they pertain to PARSONS. Any and all
9 remaining allegations are specifically and generally denied by PARSONS.

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11 93. Answering Paragraph 93 of the Fifth Claim for Relief of Plaintiff's Amended
12 Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as
13 to the truth of the allegations contained in said paragraphs and, based thereon, specifically and
14 generally denies each and every allegation contained in said paragraphs as they pertain to PARSONS.
15 Any and all remaining allegations are specifically and generally denied by PARSONS.

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17 **AFFIRMATIVE DEFENSES**

18 **FIRST AFFIRMATIVE DEFENSE**

19 This answering defendant alleges that Plaintiff's Amended Complaint and each and every claim
20 for relief stated therein fails to state facts sufficient to constitute a claim for relief, or any claim for relief,
21 as against PARSONS.

22 **SECOND AFFIRMATIVE DEFENSE**

23 PARSONS is informed and believes and thereon alleges that it is not legally responsible in any
24 fashion with respect to the damages and injuries claimed by Plaintiff in its Amended Complaint;
25 however, if PARSONS is subjected to any liability to the Plaintiff, or any party herein, it will be due, in
26 whole or in part, to the strict liability, breach of fiduciary duty, breach of warranty, acts, omissions,
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1 activities, carelessness, recklessness and negligence of others; wherefore, any recovery obtained by
2 Plaintiff or other party herein against PARSONS should be reduced in proportion to the respective
3 negligence and fault and legal responsibility of all other parties, persons, and entities, their agents,
4 servants and employees who contributed to and/or caused any such injury and/or damages.

5 **THIRD AFFIRMATIVE DEFENSE**

6 PARSONS is informed and believes and thereon alleges that if Plaintiff herein suffered or
7 sustained any loss, injury, damage or detriment, the same was directly and proximately caused and
8 contributed to by the conduct, acts, omissions, activities, carelessness, recklessness and negligence of said
9 Plaintiff, and/or its members, thereby completely or partially barring Plaintiff's recovery herein.

10 **FOURTH AFFIRMATIVE DEFENSE**

11 PARSONS is informed and believes and thereon alleges that as to each alleged claim for relief,
12 Plaintiff, and/or its members, failed, refused and neglected to take reasonable steps to mitigate the alleged
13 damages, if any, thus barring or diminishing Plaintiff's recovery herein.

14 **FIFTH AFFIRMATIVE DEFENSE**

15 PARSONS is informed and believes and thereon alleges that, as a result of its own acts or
16 omissions, Plaintiff is barred in whole or in part by the doctrines of Waiver and Estoppel.

17 **SIXTH AFFIRMATIVE DEFENSE**

18 PARSONS is informed and believes and thereon alleges that Plaintiff's claims are barred in
19 whole or in part by the doctrine of Accord and Satisfaction.

20 **SEVENTH AFFIRMATIVE DEFENSE**

21 PARSONS is informed and believes and thereon alleges that, as a result of its own acts or
22 omissions, Plaintiff's unclean hands preclude recovery under any of the claims alleged in its Amended
23 Complaint.

24 **EIGHTH AFFIRMATIVE DEFENSE**

25 PARSONS is informed and believes and thereon alleges that Plaintiff is precluded from
26 recovering any amount from Defendant because the damages and costs incurred by Plaintiff are due to
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1 acts or omissions of Plaintiff and/or its members. As a result Defendant is entitled to an offset and/or
2 set-off against any damages claimed by Plaintiff.

3 **NINTH AFFIRMATIVE DEFENSE**

4 PARSONS is informed and believes and thereon alleges that Plaintiff is precluded from
5 recovering any alleged damages due to their lack of due diligence and the doctrine of laches.

6 **TENTH AFFIRMATIVE DEFENSE**

7 PARSONS is informed and believes and thereon alleges that Plaintiff is barred from recovering
8 attorney's fees and expert fees pursuant to NRS 40.650, et. seq.

9 **ELEVENTH AFFIRMATIVE DEFENSE**

10 PARSONS is informed and believes and thereon alleges that Plaintiff is barred from recovering
11 any damages, including attorney's fees and expert fees pursuant to NRS 116.4113, NRS 116.4114, NRS
12 116.4115, NRS 116.4116, and NRS 116.4117 because PARSONS is neither a Declarant or Dealer as
13 those phrases are defined in the statute.

14 **TWELFTH AFFIRMATIVE DEFENSE**

15 PARSONS is informed and believes and thereon alleges that Plaintiff's claims are barred because
16 they have been settled, resolved, waived or released by Plaintiff and/or its members as against this
17 answering Defendant.

18 **THIRTEENTH AFFIRMATIVE DEFENSE**

19 PARSONS is informed and believes and thereon alleges that Plaintiff's claims are barred
20 pursuant to its non-compliance with NRS 40.647.

21 **FOURTEENTH AFFIRMATIVE DEFENSE**

22 PARSONS is informed and believes, and thereon alleges, the causes of action set forth in the
23 Complaint are barred by the applicable Nevada Statutes of Limitation or Repose, as set forth in NRS
24 11.202 and NRS 78.585.

1 **FIFTEENTH AFFIRMATIVE DEFENSE**

2 PARSONS is informed and believes, and thereon alleges, the causes of action set forth in the
3 Complaint are barred by Plaintiff's failure to comply with the provisions of NRS 116.3115.

4 Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged herein in that
5 sufficient facts were not ascertained after reasonable inquiry up to the time of filing this Answer, and
6 therefore this answering Defendant reserves the right to amend this Answer to allege additional
7 affirmative defenses if subsequent investigation warrants.

8 WHEREFORE, PARSONS, prays for judgment against Plaintiff as follows:

- 9 1. That Plaintiff take nothing by virtue of its Amended Complaint;
10 2. For the costs of suit incurred herein;
11 3. For attorneys' fees and costs; and,
12 4. For such other and further relief as the court deems just and proper.

13 **AFFIRMATION**

14 The undersigned hereby affirms that the foregoing document does not contain the social
15 security number of any person.
16

17
18 DATED this 21 day of August, 2018.

CASTRONOVA LAW OFFICES, P.C.

19
20 

21 Stephen G. Castronova, Esq. [SBN 7305]

22 605 Forest Street

23 Reno, Nevada 89509

24 Telephone: (775) 323-2646

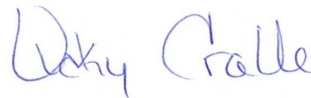
25 Fax: (775) 323-3181

26 Attorneys for Parsons Brothers Rockeries, Inc.
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21 day of August, 2018, I served a true and correct copy of the foregoing document, Via electronic service/Email to the following recipients:

<u>NAME & ADDRESS</u>	<u>PARTY</u>
Don Springmeyer, Esq. John Samberg, Esq. Roi Moas, Esq. WOLF, RIFKIN, SHAPIRO, <i>et. al.</i> 5594 B Longley Lane Reno, NV 89511 dspringmeyer@wrslawyers.com jsamberg@wrslawyers.com rmoas@wrslawyers.com	Plaintiff
Charles L. Burcham, Esq. Wade Carner, Esq. Thorndal, Armstrong, Delk, Balkenbush & Eisinger 6590 S. McCarran Blvd., Ste. B Reno, NV 879509	Defendants Somerset Development Company, LTD, Somerset, LLC, and Somerset Development Corporation
David S. Lee, Esq. Natasha Landrum, Esq. Dirk W. Gaspar, Esq. Lee, Hernandez, Landrum & Garofalo 7575 Vegas Drive, Ste. 150 Las Vegas, NV 89128 dlee@lee-lawfirm.com mlandrum@lee-lawfirm.com dgaspar@lee-lawfirm.com	Defendant Q & D Construction, Inc.



An employee of Castronova Law Offices, P.C.

1 **CODE: 1130**

2 CASTRONOVA LAW OFFICES, PC
3 Stephen G. Castronova, Esq. [SBN 7305]
4 605 Forest Street
5 Reno, NV 89509
6 (775) 323-2646 Fax: (775) 323-3181
7 Attorneys for Defendant,
8 Parsons Bros Rockeries, Inc.

9
10 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

11 **IN AND FOR THE COUNTY OF WASHOE**

12 SOMERSETT OWNERS ASSOCIATION,
13 a Domestic Non-Profit Corporation,

14 Plaintiff,

15 vs.

16 SOMERSETT DEVELOPMENT COMPANY,
17 LTD., a Nevada Limited Liability Company;
18 SOMERSET, LLC, a dissolved Nevada Limited
19 Liability Company; SOMERSETT
20 DEVELOPMENT CORPORATION, a dissolved
21 Nevada Corporation; Q & D Construction, Inc., a
22 Nevada Corporation; PARSONS BROS
23 ROCKERIES, INC., a Washington Corporation;
24 PARSONS ROCKS!, LLC., a Nevada Limited
25 Liability Company, and DOES 5-50, inclusive,

26 Defendants.

27 And Related Actions

CASE NO. CV17-02427

DEPT.: 10

28 **PARSONS BROS ROCKERIES, INC.'S ANSWER TO SOMERSETT DEVELOPMENT
COMPANY, LTD.'S CROSS-CLAIM**

Defendant, PARSONS BROS ROCKERIES INC., ("PARSONS"), by and through its counsel
of record, Castronova Law Offices, P.C., hereby submits its Answer to the Cross-Complaint of
SOMERSETT DEVELOPMENT COMPANY, LTD., ("SOMERSETT") and answers and responds as

AA000160

1 follows:

2
3 **GENERAL ALLEGATIONS**

4 1. Answering Paragraph 1 of the Cross-Complaint, PARSONS is without sufficient
5 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
6 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
7 said paragraph.

8 2. Answering Paragraph 2 of the Cross-Complaint PARSONS admits the allegations set
9 forth therein.

10 3. Answering Paragraph 3 of the Cross-Complaint, PARSONS is without sufficient
11 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
12 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
13 said paragraph.

14 4. Answering Paragraph 4 of the Cross-Complaint, PARSONS is without sufficient
15 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
16 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
17 said paragraph.

18 5. Answering Paragraph 5 of the Cross-Complaint, PARSONS is without sufficient
19 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
20 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
21 said paragraph.

22 6. Answering Paragraph 6 of the Cross-Complaint, PARSONS is without sufficient
23 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
24 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
25 said paragraph.

26 7. Answering Paragraph 7 of the Cross-Complaint, PARSONS is without sufficient
27 information or knowledge upon which to form a belief as to the truth of the allegations contained in said

1 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
2 said paragraph.

3 8. Answering Paragraph 8 of the Cross-Complaint, PARSONS is without sufficient
4 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
5 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
6 said paragraph.

7 **FIRST CLAIM FOR RELIEF**

8 **(Implied Indemnity)**

9 9. Answering Paragraph 9 of the Cross-Complaint, PARSONS is without sufficient
10 information or knowledge upon which to form a belief as to the truth of the allegations contained in
11 said paragraphs, and based thereon, specifically and generally denies each and every allegation
12 contained in said paragraph.

13 10. Answering Paragraph 10 of the Cross-Complaint, PARSONS is without sufficient
14 information or knowledge upon which to form a belief as to the truth of the allegations contained in
15 said paragraphs, and based thereon, specifically and generally denies each and every allegation
16 contained in said paragraph.

17 11. Answering Paragraph 11 of the Cross-Complaint, PARSONS is without sufficient
18 information or knowledge upon which to form a belief as to the truth of the allegations contained in
19 said paragraphs, and based thereon, specifically and generally denies each and every allegation
20 contained in said paragraph.

21 12. Answering Paragraph 12 of the Cross-Complaint, PARSONS is without sufficient
22 information or knowledge upon which to form a belief as to the truth of the allegations contained in
23 said paragraphs, and based thereon, specifically and generally denies each and every allegation
24 contained in said paragraph.

25 **SECOND CLAIM FOR RELIEF**

26 **(Contribution)**

1 13. Answering Paragraph 13 of the Cross-Complaint, PARSONS is without sufficient
2 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
3 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
4 said paragraph.

5 14. Answering Paragraph 14 of the Cross-Complaint, PARSONS is without sufficient
6 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
7 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
8 said paragraph.

9 15. Answering Paragraph 15 of the Cross-Complaint, PARSONS is without sufficient
10 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
11 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
12 said paragraph.

13 **THIRD CLAIM FOR RELIEF**

14 **(Equitable Indemnity)**

15 16. Answering Paragraph 16 of the Cross-Complaint, PARSONS is without sufficient
16 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
17 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
18 said paragraph.

19 17. Answering Paragraph 17 of the Cross-Complaint, PARSONS is without sufficient
20 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
21 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
22 said paragraph.

23 18. Answering Paragraph 18 of the Cross-Complaint, PARSONS is without sufficient
24 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
25 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
26 said paragraph.

27 19. Answering Paragraph 15 of the Cross-Complaint, PARSONS is without sufficient
28

1 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
2 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
3 said paragraph.

4 **FOURTH CLAIM FOR RELIEF**

5 **(Apportionment)**

6 20. Answering Paragraph 20 of the Plaintiff's Amended Complaint, PARSONS is without
7 sufficient information or knowledge upon which to form a belief as to the truth of the allegations
8 contained in said paragraphs, and based thereon, specifically and generally denies each and every
9 allegation contained in said paragraph.

10 21. Answering Paragraph 21 of the Cross-Complaint, PARSONS is without sufficient
11 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
12 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
13 said paragraph.

14 22. Answering Paragraph 22 of the Cross-Complaint, PARSONS is without sufficient
15 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
16 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
17 said paragraph.

18 **FIFTH CLAIM FOR RELIEF**

19 **(Express Indemnity)**

20 23. Answering Paragraph 23 of the Cross-Complaint, PARSONS is without sufficient
21 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
22 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
23 said paragraph.

24 24. Answering Paragraph 24 of the Cross-Complaint, PARSONS is without sufficient
25 information or knowledge upon which to form a belief as to the truth of the allegations contained in said
26 paragraphs, and based thereon, specifically and generally denies each and every allegation contained in
27 said paragraph.

25. Answering Paragraph 25 of the Cross-Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

26. Answering Paragraph 26 of the Cross-Complaint, PARSONS is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in said paragraphs, and based thereon, specifically and generally denies each and every allegation contained in said paragraph.

AFFIRMATIVE DEFENSES
FIRST AFFIRMATIVE DEFENSE

This answering defendant alleges that the Cross-Complaint and each and every claim for relief stated therein fails to state facts sufficient to constitute a claim for relief, or any claim for relief, as against PARSONS.

SECOND AFFIRMATIVE DEFENSE

PARSONS is informed and believes and thereon alleges that it is not legally responsible in any fashion with respect to the damages and injuries claimed by Plaintiff in its Amended Complaint; however, if PARSONS is subjected to any liability to the Plaintiff, or any party herein, it will be due, in whole or in part, to the strict liability, breach of fiduciary duty, breach of warranty, acts, omissions, activities, carelessness, recklessness and negligence of others; wherefore, any recovery obtained by Plaintiff or other party herein against PARSONS should be reduced in proportion to the respective negligence and fault and legal responsibility of all other parties, persons, and entities, their agents, servants and employees who contributed to and/or caused any such injury and/or damages.

THIRD AFFIRMATIVE DEFENSE

PARSONS is informed and believes and thereon alleges that if Cross-Claimant herein suffered or sustained any loss, injury, damage or detriment, the same was directly and proximately caused and contributed to by the conduct, acts, omissions, activities, carelessness, recklessness and negligence of said Plaintiff, and/or its members, thereby completely or partially barring Plaintiff's recovery herein.

1 **FOURTH AFFIRMATIVE DEFENSE**

2 PARSONS is informed and believes and thereon alleges that as to each alleged claim for relief,
3 Cross-Claimant failed, refused and neglected to take reasonable steps to mitigate the alleged damages,
4 if any, thus barring or diminishing its recovery herein.

5 **FIFTH AFFIRMATIVE DEFENSE**

6 PARSONS is informed and believes and thereon alleges that, as a result of its own acts or
7 omissions, Cross-Claimant's claims are barred in whole or in part by the doctrines of Waiver and
8 Estoppel.

9 **SIXTH AFFIRMATIVE DEFENSE**

10 PARSONS is informed and believes and thereon alleges that, as a result of its own acts or
11 omissions, Cross-Claimant's unclean hands preclude recovery under any of the claims alleged in its
12 Cross-Complaint.

13 **SEVENTH AFFIRMATIVE DEFENSE**

14 PARSONS is informed and believes and thereon alleges that Cross-Claimant's claims are barred
15 because they have been settled, resolved, waived or released.

16 **EIGHTH AFFIRMATIVE DEFENSE**

17 PARSONS is informed and believes and thereon alleges that Cross-Claimant's claims are barred
18 by the doctrine of laches.

19 **NINTH AFFIRMATIVE DEFENSE**

20 PARSONS is informed and believes and thereon alleges that Plaintiff is precluded from
21 recovering any alleged damages due to their lack of due diligence and the doctrine of laches.

22 **TENTH AFFIRMATIVE DEFENSE**

23 PARSONS is informed and believes and thereon alleges that Cross-Claimant's claims are barred
24 pursuant to its non-compliance with NRS 40.640, *et.seq.*

25 **ELEVENTH AFFIRMATIVE DEFENSE**

26 PARSONS is informed and believes, and thereon alleges, the causes of action set forth in the
27
28

1 Cross-Complaint are barred by the applicable Nevada Statutes of Limitation or Repose, as set forth in
2 NRS 11.202 and NRS 78.585.

3 Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged herein in that
4 sufficient facts were not ascertained after reasonable inquiry up to the time of filing this Answer, and
5 therefore this answering Defendant reserves the right to amend this Answer to allege additional
6 affirmative defenses if subsequent investigation warrants.

7 WHEREFORE, PARSONS, prays for judgment against Cross-Claimant as follows:

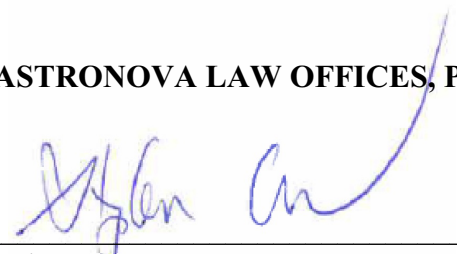
- 8 1. That Plaintiff take nothing by virtue of its Cross-Complaint;
9 2. For the costs of suit incurred herein;
10 3. For attorneys' fees and costs; and,
11 4. For such other and further relief as the court deems just and proper.

12 **AFFIRMATION**

13 The undersigned hereby affirms that the foregoing document does not contain the social
14 security number of any person.
15

16 DATED this 23rd day of August, 2018.

CASTRONOVA LAW OFFICES, P.C.




Stephen G. Castronova, Esq. [SBN 7305]
605 Forest Street
Reno, Nevada 89509
Telephone: (775) 323-2646
Fax: (775) 323-3181
Attorneys for Parsons Brothers Rockeries, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of August, 2018, I served a true and correct copy of the foregoing document, Via electronic service/Email to the following recipients:

<u>NAME & ADDRESS</u>	<u>PARTY</u>
Don Springmeyer, Esq. John Samberg, Esq. Roi Moas, Esq. WOLF, RIFKIN, SHAPIRO, <i>et. al.</i> 5594 B Longley Lane Reno, NV 89511 dspringmeyer@wrslawyers.com jsamberg@wrslawyers.com rmoas@wrslawyers.com	Plaintiff
Charles L. Burcham, Esq. Wade Carner, Esq. Thorndal, Armstrong, Delk, Balkenbush & Eisinger 6590 S. McCarran Blvd., Ste. B Reno, NV 879509	Defendants Somerset Development Company, LTD, Somerset, LLC, and Somerset Development Corporation
David S. Lee, Esq. Natasha Landrum, Esq. Dirk W. Gaspar, Esq. Lee, Hernandez, Landrum & Garofalo 7575 Vegas Drive, Ste. 150 Las Vegas, NV 89128 dlee@lee-lawfirm.com mlandrum@lee-lawfirm.com dgaspar@lee-lawfirm.com	Defendant Q & D Construction, Inc.


An Employee of Casper Law Offices, P.C.

Code: 1005

1 Charles L. Burcham, Esq., Nevada Bar No. 2673
2 Wade Carner, Esq., Nevada Bar No. 11530
3 Thorndal, Armstrong, Delk, Balkenbush & Eisinger
4 6590 S. McCarran, Suite B
5 Reno, Nevada 89509
6 Tel: (775) 786-2882

Attorneys for Defendants

SOMERSETT DEVELOPMENT COMPANY, LTD;

SOMERSETT, LLC and SOMERSETT DEVELOPMENT CORPORATION

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION, a
Domestic Non-Profit Corporation,

Plaintiff,

vs.

Case No. CV17-02427

Dept. No. 15

SOMERSETT DEVELOPMENT COMPANY,
LTD, a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; Q & D
Construction, Inc., a Nevada Corporation,
PARSONS BROS ROCKERIES, INC., a
Washington Corporation; PARSONS
ROCKS!, LLC., a Nevada Limited Liability
Company, and DOES 5 through 50, inclusive,

Defendants.

SOMERSETT DEVELOPMENT CO., LTD.,

Third-Party Plaintiff,

vs.

STANTEC CONSULTING, INC., an Arizona
Corporation; and DOES 1-50 inclusive,


Third-Party Defendant.

ACCEPTANCE OF SERVICE – STANTEC CONSULTING, INC.

I, Ted E. Chrissinger, Esq., do hereby acknowledge and accept receipt of service of
process of the Summons and Third-Party Complaint in the above-captioned action on behalf of

1 Third-Party Defendant Stantec Consulting, Inc., only. By doing so, I agree to file a responsive
2 pleading.

3 Dated this 29th day of August, 2018.

4
5 
6 Ted E. Chrissinger, Esq.
7 Hoy Chrissinger Kimmel Vallas
8 50 W. Liberty St., Suite 840
9 Reno, NV 89501


10 **AFFIRMATION**

11 **Pursuant to NRS 239B.030**

12 The undersigned hereby affirms that this document does not contain the Social Security
13 number of any person.

14 DATED this 29 day of Aug, 2018.

15 THORNDAL, ARMSTRONG,
16 DELK, BALKENBUSH & EISINGER

17 By: 
18 CHARLES L. BURCHAM, ESQ.
19 Nevada Bar No. 2673
20 WADE CARNER, ESQ.
21 Nevada Bar No. 11530
22 6590 S. McCarran Blvd., Suite B
23 Reno, Nevada 89509
24 Attorneys for Defendants
25 SOMERSETT DEVELOPMENT
26 COMPANY, LTD, SOMERSETT, LLC,
27 and SOMERSETT DEVELOPMENT
28 CORPORATION

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Thorndal, Armstrong, Delk, Balkenbush & Eisinger, and that on this date I caused the foregoing ACCEPTANCE OF SERVICE – STANTEC CONSULTING, INC., to be served on all parties to this action by: _____ placing an original or true copy thereof in a sealed, postage prepaid, envelope in the United States mail at Reno, Nevada.

☒ Second Judicial District Court Eflex ECF (Electronic Case Filing)

_____ personal delivery

_____ facsimile (fax)

_____ Federal Express/UPS or other overnight delivery

fully addressed as follows:

**Don Springmeyer, Esq.
John Samberg, Esq.
Royi Moas, Esq.
Wolf, Rifkin, Shapiro, Schulman & Rabkin,
LLP
5594 B Longley Lane
Reno, NV 89511
Attorneys for Plaintiff**

**Natasha Landrum, Esq.
Dirk W. Gaspar, Esq.
Lee, Hernandez, Landrum & Garofalo
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Las Vegas, NV 89128
Attorneys for Defendant
Q & D Construction**

**Steve Castronova, Esq.
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605 Forest Street
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Attorney for Defendant
Parsons Bros Rockeries**

**Theodore Chrissinger, Esq.
Hoy, Chrissinger, Kimmel & Vallas
50 W. Liberty Street, Suite 840
Reno, NV 89501
Attorney for Stantec Consulting**

DATED this 24th day of August, 2018.



An employee of Thorndal, Armstrong,
Delk, Balkenbush & Eisinger

Code: 4180

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Wade Carner, Esq., Nevada Bar No. 11530
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Reno, Nevada 89509
Tel: (775) 786-2882

Attorneys for Defendants
SOMERSETT DEVELOPMENT COMPANY, LTD,
SOMERSETT, LLC, and SOMERSETT DEVELOPMENT CORPORATION

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION, a
Domestic Non-Profit Corporation,

Plaintiff,

vs.

Case No. CV17-02427

Dept. No. 15

SOMERSETT DEVELOPMENT COMPANY,
LTD, a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; Q & D
Construction, Inc., a Nevada Corporation,
PARSONS BROS ROCKERIES, INC., a
Washington Corporation; PARSONS
ROCKSI, LLC., a Nevada Limited Liability
Company, and DOES 5 through 50, inclusive,

Defendants.

SOMERSETT DEVELOPMENT CO., LTD.,

Third-Party Plaintiff,

vs.

STANTEC CONSULTING, INC., an Arizona
Corporation; and DOES 1-50 inclusive,

Third-Party Defendant.

THIRD-PARTY COMPLAINT

COMES NOW Defendant/Third-Party Plaintiff SOMERSETT DEVELOPMENT CO.,
LTD., ("SOMERSETT") by and through its attorneys of records, Thorndal Armstrong Delk

1 Balkenbush & Eisinger, and hereby brings this Third-Party Complaint against Third-Party
2 Defendant STANTEC CONSULTING, INC., an Arizona Corporation; and DOES 1-50
3 inclusive, and alleges as follows:

4 **GENERAL ALLEGATIONS**

- 5 1. Third-Party Plaintiff incorporates herein that Plaintiff's Complaint solely for the purposes
6 of establishing that a Complaint has been filed against SOMERSETT but without
7 admitting the truth of any allegation therein except for such allegations which may have
8 been admitted in Third-Party Plaintiff's Answer. Third-Party Plaintiff is informed and
9 believes and therefore alleges that the matters referred to in Plaintiff's Complaint were
10 proximately caused by the acts and omissions of Third-Party Defendants.
- 11 2. SOMERSETT is a Defendant in this matter, having been sued by Plaintiff, SOMERSETT
12 OWNERS ASSOCIATION.
- 13 3. At all times relevant herein STANTEC CONSULTING, INC; and DOES 1-50
14 (collectively "Third-Party Defendants") were either individuals, sole proprietorships,
15 partnerships, registered professionals, corporations, or other legal entities licensed to do
16 and were doing business in Washoe County, State of Nevada and performed
17 constructions-related work and/or supplied materials for the construction of the lots
18 identified by PLAINTIFF in its Complaint ("Subject Properties").
- 19 4. Third-Party Defendants, and each of them, were developers, contractors, subcontractors,
20 and/or design professionals who, pursuant to the agreements between each of the Third-
21 Party Defendants and SOMERSETT, performed construction related activities for
22 SOMERSETT, or were one of the subcontractors who supplied materials and/or items
23 which were installed into and/or became a part of said subject properties.
- 24 5. SOMERSETT alleges that that Third-Party Defendants, including DOES 1-50, may have
25 acted as alter-egos of other individuals, sole proprietorships, partnerships, registered
26 professionals, corporations, or other legal entities, and that the true names and capacities
27 of any such persons or entities for which Third-Party Defendants acted as alter egos are
28 currently unknown to SOMERSETT; therefore, SOMERSETT will seek leave of the

1 Court to amend this Third-Party Complaint to set forth the true names and capacities of
2 any alter ego entities and state appropriate charging allegations, if and when that
3 information is ascertained.

- 4 6. Third-Party Defendants DOES 1-50 are sued herein under fictitious names and the true
5 names and capacities of said Third-Party Defendants are not known by Third-Party
6 Plaintiff who will seek leave of court to amend this Third-Party Complaint to set forth
7 same as it becomes known or ascertained.
- 8 7. The work performed and/or materials supplied by each of the Third-Party Defendants
9 was pursuant to contracts, purchase orders, and/or agreements between Third-Party
10 Defendants and SOMERSETT pursuant to plans and specifications for the Subject
11 Properties.
- 12 8. SOMERSETT has been sued by Plaintiff SOMERSETT OWNERS ASSOCIATION,,
13 INC. in the Second Judicial District Court in Washoe County, State of Nevada, Court
14 Case Number CV17-02427. The Plaintiffs in this case have alleged defective or deficient
15 design or construction giving rise to their claims for relief. Plaintiff's allegations
16 implicate the Third-Party Defendants' work.

17 **FIRST CLAIM FOR RELIEF**

18 **(Implied Indemnity)**

- 19 9. Third-Party Plaintiff realleges each and every allegation contained in paragraphs 1-8 as
20 though fully set forth herein.
- 21 10. SOMERSETT is informed and believes and thereon alleges that SOMERSETT entered
22 into written, oral, and/or implied agreements with Third-Party Defendants.
- 23 11. By reason of the foregoing, if Plaintiffs recover against SOMERSETT, then
24 SOMERSETT is entitled to implied contractual indemnity from Third-Party Defendants,
25 and each of them, for injuries and damages sustained by Plaintiffs, if any, for any sums
26 paid by way of settlement or, in the alternative, judgment rendered against SOMERSETT
27 in the underlying action based upon Plaintiff's Complaint or any cross-claims filed
28 herein.

1 12. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
2 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
3 fees and costs incurred herein pursuant to the contractual provisions of the agreements
4 and Nevada Law.

5 **SECOND CLAIM FOR RELIEF**

6 **(Contribution)**

7 13. Third-Party Plaintiff repeats and realleges each and every allegation contained in
8 paragraphs 1-12 above as if though fully set forth herein.

9 14. Third-Party Plaintiff is entitled to contribution from Third-Party Defendants with respect
10 to any settlement, judgment, awards or any other type of resolution or claims brought
11 forward by the Plaintiff in its Complaint on file herein in an amount proportionate to the
12 amount of negligence and/or fault attributable to each of the Third-Party Defendants.

13 15. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
14 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
15 fees and costs incurred herein pursuant to the contractual provisions of the agreements
16 and Nevada Law.

17 **THIRD CLAIM FOR RELIEF**

18 **(Equitable Indemnity)**

19 16. Third-Party Plaintiff repeats and realleges each and every allegation contained in
20 paragraphs 1-15 above as if though fully set forth herein.

21 17. SOMERSETT is informed and believes and thereon alleges that any and all defects and
22 damages alleged by Plaintiff in their Complaint are all defects and damages to, or
23 destruction of, property and SOMERSETT is further informed and believes and thereon
24 alleges that any and all damages were caused by Third-Party Defendants, and each of
25 them, arising out of and in connection with the performance of Third-Party Defendants'
26 operations and work at the subject properties.

27 18. In equity and good conscience, if Plaintiff recovers against SOMERSETT herein, then
28 SOMERSETT is entitled to an equitable indemnity apportionment of the liability and

1 contribution among and from the Third-Party Defendants, and each of them, according to
2 their respective faults for the injuries and damages allegedly sustained by Plaintiffs, if
3 any, by way of sums paid by settlement or, in the alternative, judgment rendered against
4 SOMERSETT based upon Plaintiff's Complaint.

5 19. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
6 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
7 fees and costs incurred herein pursuant to the contractual provisions of the agreements
8 and Nevada Law.

9 **FOURTH CLAIM FOR RELIEF**

10 **(Apportionment)**

11 20. Third-Party Plaintiff repeats and realleges each and every allegation contained in
12 paragraphs 1-19 above as if though fully set forth herein.

13 21. SOMERSETT is entitled to an apportionment of liability between Third-Party
14 Defendants, and each of them.

15 22. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
16 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
17 fees and costs incurred herein pursuant to the contractual provisions of the agreements
18 and Nevada Law.

19 **FIFTH CLAIM FOR RELIEF**

20 **(Express Indemnity)**

21 23. Third-Party Plaintiff repeats and realleges each and every allegation contained in
22 paragraphs 1-22 above as if though fully set forth herein.

23 24. Pursuant to the terms of the agreements entered into between SOMERSETT and Third-
24 Party Defendants, SOMERSETT has defense and indemnification rights from the Third-
25 Party Defendants, and each of them.

26 25. Pursuant to the terms of the agreements entered into between SOMERSETT and Third-
27 Party Defendants, Third-Party Defendants, and each of them, have the duty to defend and
28 indemnify SOMERSETT in the action filed by Plaintiffs.

1 26. It has been necessary for SOMERSETT to retain the services of legal counsel to defend
2 Plaintiff's action and to bring this action. SOMERSETT is entitled to recover attorney's
3 fees and costs incurred herein pursuant to the contractual provisions of the agreements
4 and Nevada Law.

5 WHEREFORE, Third-Party Plaintiff demands judgment against Third-Party Defendants as
6 follows:

- 7 1. For indemnity, all damages, and/or economic losses that Plaintiffs and/or any
8 cross-claimant/third-party plaintiff recover against SOMERSETT by way of
9 judgment, order, settlement, compromise or trial;
- 10 2. For reasonable attorney's fees, costs and expert costs and expenses pursuant to
11 statutory and contract law and the terms of the contract(s);
- 12 3. For prejudgment interest;
- 13 4. For an apportionment of liability between the Third-Party Defendants, an each of
14 them;
- 15 5. For contribution pursuant to NRS 17.225; and
- 16 6. For such other and further relief as the Court may deem just, equitable and proper.

17 **AFFIRMATION**

18 **Pursuant to NRS 239B.030**

19 The undersigned hereby affirms that this document does not contain the social security
20 number of any person.

21 DATED this 29th day of August, 2018.

22 THORNDAL, ARMSTRONG,
23 DELK, BALKENBUSH & EISINGER

24 By: 

25 CHARLES L. BURCHAM, ESQ.
26 State Bar No. 2673
27 WADE CARNER, ESQ.
28 State Bar No. 11530
6590 S. McCarran Blvd., Suite B
Reno, Nevada 89509
Attorneys for Defendants

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Thorndal, Armstrong, Delk, Balkenbush & Eisinger, and that on this date I caused the foregoing **THIRD-PARTY COMPLAINT** to be served on all parties to this action by:

_____ placing an original or true copy thereof in a sealed, postage prepaid, envelope in the United States mail at Reno, Nevada.

 X Second Judicial District Court Eflex ECF (Electronic Case Filing)

_____ personal delivery

_____ facsimile (fax)

_____ Federal Express/UPS or other overnight delivery

fully addressed as follows:

**Don Springmeyer, Esq.
John Samberg, Esq.
Royi Moas, Esq.
Wolf, Rifkin, Shapiro, Schulman & Rabkin,
LLP
5594 B Longley Lane
Reno, NV 89511
Attorneys for Plaintiff**

**Natasha Landrum, Esq.
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Attorneys for Defendant
Q & D Construction**

**Steve Castronova, Esq.
Castronova Law Offices, P.C.
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Reno, NV 89509
Attorney for Defendant
Parsons Bros Rokerries**

**Theodore Chrissinger, Esq.
Hoy, Chrissinger, Kimmel & Vallas
50 W. Liberty Street, Suite 840
Reno, NV 89501
Attorney for Stantec Consulting**

DATED this 29th day of August, 2018.


An employee of Thorndal Armstrong
Delk Balkenbush & Eisinger

1 Code: 1165
2 **HOY | CHRISSINGER | KIMMEL | VALLAS**
3 Theodore E. Chrissinger (NV Bar 9528)
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9 tchrissinger@nevadalaw.com
10 mkimmel@nevadalaw.com

11 Attorneys for: Stantec Consulting Services Inc.
12 erroneously sued as Stantec Consulting, Inc.

13 **In the Second Judicial District Court of the State of Nevada**
14 **In and For the County of Washoe**

15 SOMERSETT OWNERS ASSOCIATION, a Domestic
16 Non-Profit Corporation,
17 Plaintiff,

18 vs.

19 SOMERSETT DEVELOPMENT COMPANY., LTD., a
20 Nevada limited liability company;
21 SOMERSETT, LLC, a dissolved Nevada Limited
22 Liability Company; SOMERSETT DEVELOPMENT
23 CORPORATION, a dissolved Nevada
24 Corporation; Q&D CONSTRUCTION, INC., a
25 Nevada Corporation; PARSONS BROS
26 ROCKERIES, INC., a Washington Corporation;
27 PARSONS ROCKS!, LLC, a Nevada Limited
28 Liability Company, and Does 5-50, inclusive
Defendant.

Case No.: CV17-02427

Dept. No.: 10

SOMERSETT DEVELOPMENT CO., LTD.,
Third-Party Plaintiff

vs.

STANTEC CONSULTING, INC., an Arizona
corporation;
Third-Party Defendants.



Stantec Consulting Services Inc.'s Answer to Somerset Development Company Ltd.'s Third-Party Complaint

Stantec Consulting Services Inc. ("Stantec"), erroneously sued as Stantec Consulting, Inc., hereby answers Somerset Development Company Ltd.'s ("Somerset") Third-Party Complaint.

General Allegations

1. Stantec acknowledges that Somerset incorporated Plaintiff's complaint for the sole purpose of establishing that a complaint has been filed against Somerset. Stantec denies any remaining allegations in paragraph 1.

2. Stantec admits the allegations in paragraph 2.

3. Stantec admits that it is a corporation lawfully conducting business in Washoe County, Nevada. Stantec admits that it performed certain tasks associated with some of the rock walls identified by Plaintiff. Stantec denies any remaining allegations in paragraph 3.

4. Stantec admits that it performed certain observation and testing tasks for Somerset. Stantec denies that it was a developer, contractor, subcontractor, or design professional performing any design work related to the rock walls.

5. Stantec denies the allegations in paragraph 5.

6. Stantec denies the allegations in paragraph 6.

7. Stantec is without sufficient information to determine the truth of the allegations in paragraph 7, and on that basis denies them.

8. Stantec admits the first two sentences of paragraph 8. Stantec denies the third and last sentence in paragraph 8.



**First Claim for Relief
(Implied Indemnity)**

9. By this reference, Stantec incorporates its prior responses to the allegations incorporated into the First Claim for Relief.

10. Stantec is without sufficient information to determine the truth of the allegations in paragraph 10, and on that basis denies them.

11. Stantec denies the allegations in paragraph 11.

12. Stantec denies the allegations in paragraph 12.

**Second Claim for Relief
(Contribution)**

13. By this reference, Stantec incorporates its prior responses to the allegations incorporated into the Second Claim for Relief.

14. Stantec denies the allegations in paragraph 14.

15. Stantec denies the allegations in paragraph 15.

**Third Claim for Relief
(Equitable Indemnity)**

16. By this reference, Stantec incorporates its prior responses to the allegations incorporated into the Third Claim for Relief.

17. Stantec denies the allegations in paragraph 17.

18. Stantec denies the allegations in paragraph 18.

19. Stantec denies the allegations in paragraph 19.

**Fourth Claim for Relief
(Apportionment)**

20. By this reference, Stantec incorporates its prior responses to the allegations incorporated into the Fourth Claim for Relief.



21. Stantec denies the allegations in paragraph 21.

22. Stantec denies the allegations in paragraph 22.

**Fifth Claim for Relief
(Express Indemnity)**

23. By this reference, Stantec incorporates its prior responses to the allegations incorporated into the Fifth Claim for Relief.

24. Stantec is without sufficient information to determine the truth of the allegations in paragraph 24, and on that basis denies them.

25. Stantec denies the allegations in paragraph 25.

26. Stantec denies the allegations in paragraph 26.

Affirmative Defenses

1. Plaintiff's claims are barred by Plaintiff's failure to, prior to initiating litigation, acquire a majority vote of the members of the association authorizing the litigation.

2. Plaintiff's claims are barred by Plaintiff's failure to, after initiation litigation without member approval, acquire a majority vote of the members of the association ratifying the actions of association in commencing the litigation.

3. Plaintiff's claims are barred by the applicable statutes of limitation.

4. Plaintiff's claims are barred by the applicable statutes of repose.

5. Somersett's claims for implied and equitable indemnity are barred by its allegations that the parties bargained for an express indemnity provision.

6. Somersett's claim for "apportionment" fails to state a claim upon which relief can be granted.

- 1 7. Plaintiff's failure to maintain the rock walls is the cause of Plaintiff's alleged
2 damages.
3
4 8. Plaintiff failed to mitigate its damages.
5
6 9. Plaintiff's contributory and comparative negligence is the cause of Plaintiff's
7 alleged damages.
8

Request for Relief

9 Stantec requests the following relief:

- 10 1. Dismissal of the claims against Stantec;
11 2. Alternatively, a defense judgment in favor of Stantec;
12 3. Costs;
13 4. Attorney fees; and
14 5. Any other relief the Court deems just and proper.
15

16
17 August 30, 2018
18

HOY | CHRISSINGER | KIMMEL | VALLAS

19
20 

21 _____
22 Theodore Chrissinger
23 Attorneys for Stantec Consulting Services,
24 Inc.
25
26
27
28

Privacy Affirmation and Certificate of Service

I hereby affirm that this document does not contain and social security numbers or other private information.

I hereby certify that on August 30, 2018, I electronically filed the foregoing with the Clerk of the Court by using the electronic filing system which will send a notice of electronic filing to the following:

DAVID LEE for Q&D CONSTRUCTION, INC.
DON SPRINGMEYER for SOMERSETT OWNERS ASSOCIATION
STEPHEN CASTRONOVA for PARSONS BROS. ROCKERIES, CA, INC.
NATASHA LANDRUM for Q&D CONSTRUCTION, INC.
CHARLES BURCHAM, ESQ. for SOMERSETT DEVELOPMENT COMPANY, LTD.
WADE CARNER for SOMERSETT DEVELOPMENT COMPANY, LTD.
JOHN SAMBERG for SOMERSETT OWNERS ASSOCIATION
DIRK GASPAR for Q&D CONSTRUCTION, INC.

August 30, 2018


Theodore Chrissinger

1155
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Nevada Bar No. 7414
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Attorneys for Defendant
Q&D CONSTRUCTION, INC.

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

SOMERSETT OWNERS ASSOCIATION, a
Domestic Non-Profit Corporation,

Plaintiff,

v.

SOMERSETT DEVELOPMENT COMPANY,
LTD., a Nevada Limited Liability Company;
SOMERSETT, LLC a dissolved Nevada
Limited Liability Company; SOMERSETT
DEVELOPMENT CORPORATION, a
dissolved Nevada Corporation; PARSONS
BROS ROCKERIES, CA INC., a Nevada
Corporation; PARSONS BROS ROCKERIES
CALIFORNIA INC. dba PARSONS WALLS, a
California Corporation; Q&D Construction, Inc.
a Nevada Corporation, and DOES 5 through 50,
inclusive,

Defendants.

CASE NO.: CV17-02427
DEPT. NO.: 15

**Q&D CONSTRUCTION, INC.'S
ANSWER TO DEFENDANTS
SOMERSETT DEVELOPMENT
COMPANY, LTD., SOMERSETT,
LLC, AND SOMERSETT
DEVELOPMENT CORPOATION'S
CROSS-CLAIM**

COMES NOW Defendant Q&D CONSTRUCTION, INC. by and through its attorneys
of record, LEE, HERNANDEZ, LANDRUM & CARLSON, APC, and hereby answers
Defendants Somersett Development Company, Ltd., Somersett, LLC and Somersett
Development Corporation's (hereinafter "Somersett") Cross-Claim as follows:

GENERAL ALLEGATIONS

1. Answering Paragraph 1 of Somerset's Cross-Claim, Q&D admits that Plaintiff filed the Complaint referenced therein but denies that Q&D is responsible for any of the claims or damages alleged.

2. Answering Paragraph 2 of Somerset's Cross-Claim, Q&D admits the allegations contained therein.

3. Answering Paragraph 3 of Somerset's Cross-Claim, Q&D admits that it was and is a corporation licensed to do and was doing business in Washoe County, State of Nevada and that it performed various grading work in connection with the construction of at least some of the Subject Properties. Q&D is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein, and therefore denies the same.

4. Answering Paragraph 4 of Somerset's Cross-Claim, Somerset fails to sufficiently identify or attach the specific contract(s) to which it refers to allow Q&D to substantively respond. Nevertheless, Q&D admits that pursuant to one or more written contracts with Somerset, it performed various grading work in connection with the construction of at least some of the Subject Properties. Q&D is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein, and therefore denies the same.

5. Answering Paragraph 5 of Somerset's Cross-Claim, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein, and therefore denies the same.

6. Answering Paragraph 6 of Somerset's Cross-Claim, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein, and therefore denies the same.

1 7. Answering Paragraph 7 of Somerset's Cross-Claim, Q&D submits this paragraph
2 contains legal conclusions to which no response is required. To the extent a response is required,
3 Somerset fails to sufficiently identify or attach the specific contract(s), purchase order(s), or
4 agreement(s) to which it refers to allow Q&D to substantively respond. Nevertheless, Q&D
5 admits that pursuant to one or more written contracts with Somerset, it performed various
6 grading work in connection with the construction of at least some of the Subject Properties.
7 Q&D is without sufficient information to form a belief as to the truth or falsity of the remaining
8 allegations contained therein, and therefore denies the same.

9 8. Answering Paragraph 8 of Somerset's Cross-Claim, Q&D submits this paragraph
10 contains legal conclusions to which no response is required. To the extent a response is required,
11 Q&D admits that Somerset has been sued by Plaintiff but denies that Plaintiff's allegations
12 implicate Q&D's work. Q&D is without sufficient information to form a belief as to the truth or
13 falsity of the remaining allegations contained therein, and therefore denies the same.

14 **FIRST CLAIM FOR RELIEF**

15 **(Implied Indemnity)**

16 9. Answering Paragraph 9 of Somerset's Cross-Claim, Q&D repeats and realleges
17 its answers to Paragraphs 1 through 8, inclusive, and incorporates the same by reference as
18 though fully set forth herein .

19 10. Answering Paragraph 10 of Somerset's Cross-Claim, Q&D submits this
20 paragraph contains legal conclusions to which no response is required. To the extent a response
21 is required, Somerset fails to sufficiently identify or attach the specific agreement(s) to which it
22 refers to allow Q&D to substantively respond. Nevertheless, Q&D admits that pursuant to one
23 or more written contracts with Somerset, it performed various grading work in connection with
24 the construction of at least some of the Subject Properties. Q&D is without sufficient
25 information to form a belief as to the truth or falsity of the remaining allegations contained
26 therein, and therefore denies the same.

27 11. Answering Paragraph 11 of Somerset's Cross-Claim, Q&D submits this
28 paragraph contains legal conclusions to which no response is required. To the extent a response

1 is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient
2 information to form a belief as to the truth or falsity of the remaining allegations contained
3 therein, and therefore denies the same.

4 12. Answering Paragraph 12 of Somerset's Cross-Claim, Q&D submits this
5 paragraph contains legal conclusions to which no response is required. To the extent a response
6 is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient
7 information to form a belief as to the truth or falsity of the remaining allegations contained
8 therein, and therefore denies the same.

9 **SECOND CLAIM FOR RELIEF**

10 **(Contribution)**

11 13. Answering Paragraph 13 of Somerset's Cross-Claim, Q&D repeats and realleges
12 its answers to Paragraphs 1 through 12, inclusive, and incorporates the same by reference as
13 though fully set forth herein.

14 14. Answering Paragraph 14 of Somerset's Cross-Claim, Q&D submits this
15 paragraph contains legal conclusions to which no response is required. To the extent a response
16 is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient
17 information to form a belief as to the truth or falsity of the remaining allegations contained
18 therein, and therefore denies the same.

19 15. Answering Paragraph 15 of Somerset's Cross-Claim, Q&D submits this
20 paragraph contains legal conclusions to which no response is required. To the extent a response
21 is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient
22 information to form a belief as to the truth or falsity of the remaining allegations contained
23 therein, and therefore denies the same.

24
25 ///

26
27 ///

THIRD CLAIM FOR RELIEF

(Contribution)

16. Answering Paragraph 16 of Somerset's Cross-Claim, Q&D repeats and realleges its answers to Paragraphs 1 through 15, inclusive, and incorporates the same by reference as though fully set forth herein.

17. Answering Paragraph 17 of Somerset's Cross-Claim, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein, and therefore denies the same.

18. Answering Paragraph 18 of Somerset's Cross-Claim, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein, and therefore denies the same.

19. Answering Paragraph 19 of Somerset's Cross-Claim, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein, and therefore denies the same.

FOURTH CLAIM FOR RELIEF

(Apportionment)

20. Answering Paragraph 20 of Somerset's Cross-Claim, Q&D repeats and realleges its answers to Paragraphs 1 through 19, inclusive, and incorporates the same by reference as though fully set forth herein.

21. Answering Paragraph 21 of Somerset's Cross-Claim, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient

1 information to form a belief as to the truth or falsity of the remaining allegations contained
2 therein, and therefore denies the same.

3 22. Answering Paragraph 22 of Somerset's Cross-Claim, Q&D submits this
4 paragraph contains legal conclusions to which no response is required. To the extent a response
5 is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient
6 information to form a belief as to the truth or falsity of the remaining allegations contained
7 therein, and therefore denies the same.

8 **FIFTH CLAIM FOR RELIEF**

9 **(Express Indemnity)**

10 23. Answering Paragraph 23 of Somerset's Cross-Claim, Q&D repeats and realleges
11 its answers to Paragraphs 1 through 22, inclusive, and incorporates the same by reference as
12 though fully set forth herein

13 24. Answering Paragraph 24 of Somerset's Cross-Claim, Q&D Q&D submits this
14 paragraph contains legal conclusions to which no response is required. To the extent a response
15 is required, Somerset fails to sufficiently identify or attach the specific agreement(s) to which it
16 refers to allow Q&D to substantively respond. Nevertheless, Q&D admits that pursuant to one
17 or more written contracts with Somerset, it performed various grading work in connection with
18 the construction of at least some of the Subject Properties. Q&D is without sufficient
19 information to form a belief as to the truth or falsity of the remaining allegations contained
20 therein, and therefore denies the same.

21 25. Answering Paragraph 25 of Somerset's Cross-Claim, Q&D Q&D submits this
22 paragraph contains legal conclusions to which no response is required. To the extent a response
23 is required, Somerset fails to sufficiently identify or attach the specific agreement(s) to which it
24 refers to allow Q&D to substantively respond. Nevertheless, Q&D admits that pursuant to one
25 or more written contracts with Somerset, it performed various grading work in connection with
26 the construction of at least some of the Subject Properties. Q&D is without sufficient
27 information to form a belief as to the truth or falsity of the remaining allegations contained
28 therein, and therefore denies the same.

26. Answering Paragraph 26 of Somerset's Cross-Claim, Q&D submits this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Q&D denies the allegations contained therein as to Q&D. Q&D is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein, and therefore denies the same.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Q&D alleges that the Cross-Claim and each and every cause of action stated therein fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Q&D is informed and believes and thereon alleges that Somerset's alleged damages, if any, were and are, wholly or partially, contributed or proximately caused by Somerset's recklessness and negligence, thus barring or diminishing Somerset's recovery herein according to principles of comparative negligence.

THIRD AFFIRMATIVE DEFENSE

Q&D is not legally responsible for the acts and/or omissions of any other named Defendants or Third Party Defendants or those Defendants or Third Party Defendants named herein as fictitious Defendants or Third Party Defendants.

FOURTH AFFIRMATIVE DEFENSE

Q&D is informed and believes and thereon alleges that if Somerset herein suffered or sustained any loss, injury, damage or detriment, the same was directly and proximately caused and contributed to by the breach of warranty, conduct, acts, omissions, activities, carelessness, recklessness, negligence, and/or intentional misconduct of Somerset, thereby completely or partially barring Somerset's recovery herein.

FIFTH AFFIRMATIVE DEFENSE

Q&D is informed and believes and thereon alleges that it is not legally responsible in any fashion with respect to damages and injuries claimed by Somerset in the Cross-Claim; however, if Q&D is subjected to any liability to Somerset or any other party herein, it will be due, in whole

1 or in part, to the breach of warranty, acts, omissions, activities, carelessness, recklessness and
2 negligence of others; wherefore, any recovery obtained by Somerset or any party herein against
3 Q&D should be reduced in proportion to the respective negligence and fault and legal
4 responsibility of all other parties, persons and entities, their agents, servants and employees who
5 contributed to and/or caused any such injury and/or damages, in accordance with the law of
6 comparative negligence; the liability of Q&D, if any, is limited in direct proportion to the
7 percentage of faults actually attributed to Q&D except as reduced by contractual indemnity.

8 **SIXTH AFFIRMATIVE DEFENSE**

9 Q&D is informed and believes and thereon alleges that at the time and place of the
10 incident alleged in Somerset's Cross-Claim, Somerset knew of and fully understood the danger
11 and risk incident to its undertaking, including but not limited to the construction and/or purchase
12 of real property, but despite such knowledge, it freely and voluntarily assumed and exposed itself
13 to all risk of harm and the consequential injuries and damages, if any, resulting therefrom.

14 **SEVENTH AFFIRMATIVE DEFENSE**

15 Q&D is informed and believes and thereon alleges that the Cross-Claim and each and
16 every cause of action contained therein is barred by the applicable Statutes of Repose.

17 **EIGHTH AFFIRMATIVE DEFENSE**

18 Q&D is informed and believes and thereon alleges that as to each alleged cause of action,
19 Somerset has failed, refused and neglected to take reasonable steps to mitigate their alleged
20 damages, if any, thus barring or diminishing Somerset's recovery herein.

21 **NINTH AFFIRMATIVE DEFENSE**

22 Q&D is informed and believes and thereon alleges that the Cross-Claim and each and
23 every cause of action contained therein is barred by the applicable Statutes of Limitation.

24 **TENTH AFFIRMATIVE DEFENSE**

25 Q&D is informed and believes and thereon alleges that Somerset unreasonably delayed
26 the filing and subsequent service of the Cross-Claim and the notification of Q&D of the alleged
27 defects at the Subject Property and the basis for the causes of action alleged against it, all of
28

1 which has unduly and severely prejudiced Q&D in its defense of this action, thereby barring or
2 diminishing Somerset's recovery herein under the Doctrine of Estoppel.

3 **ELEVENTH AFFIRMATIVE DEFENSE**

4 Q&D is informed and believes and thereon alleges that Somerset unreasonably delayed
5 the filing and subsequent service of the Cross-Claim and the notification of Q&D of the alleged
6 defects in the Subject Properties, negligence, and the bases for the causes of action alleged against
7 it, all of which has unduly and severely prejudiced Q&D in its defense of the action, thereby
8 barring or diminishing Somerset's recovery herein under the Doctrine of Waiver.

9 **TWELFTH AFFIRMATIVE DEFENSE**

10 Q&D is informed and believes and thereon alleges that Somerset unreasonably delayed
11 the filing and subsequent service of the Cross-Claim and the notification of Q&D of the alleged
12 defects in the Subject Properties, negligence and the bases for the causes of action alleged against
13 it, all of which has unduly and severely prejudiced Q&D in its defense of the action, thereby
14 barring or diminishing Somerset's recovery herein under the Doctrine of Laches.

15 **THIRTEENTH AFFIRMATIVE DEFENSE**

16 Q&D is informed and believes and thereon alleges that Somerset failed to join all
17 necessary and indispensable parties to this lawsuit.

18 **FOURTEENTH AFFIRMATIVE DEFENSE**

19 Q&D is informed and believes and thereon alleges that the injuries and damages of which
20 Somerset complains were proximately caused by, or contributed to, by the acts of other persons
21 and/or other entities, and that said acts were an intervening and superseding cause of the injuries
22 and damages, if any, of which Somerset complains, thus barring Somerset from any recovery
23 against Q&D.

24 **FIFTEENTH AFFIRMATIVE DEFENSE**

25 Q&D is informed and believes that Somerset, or other persons or entities other than
26 Q&D, without the knowledge or consent of Q&D, altered the Subject Properties, and to the extent
27 that Somerset incurred or suffered any damages, which Q&D denies, such alleged damages were
28 solely and proximately caused by such alteration.

SIXTEENTH AFFIRMATIVE DEFENSE

The damages referred to in the Cross-Claim, and each and every purported claim for relief contained therein, were proximately caused or contributed to by the negligence of persons and/or entities other than Q&D in failing to exercise the proper care which a prudent person under the same or similar circumstances would have exercised, and/or by the wrongful acts of persons and/or entities other than Q&D, and if Q&D acted in any manner negligently or wrongfully (which supposition is made only for purposes of this defense, without admitting the same to be true), the aforesaid negligence and/or wrongful acts of persons and/or entities other than Q&D constituted an intervening and superseding cause of the damages alleged in the Cross-Claim.

SEVENTEENTH AFFIRMATIVE DEFENSE

Q&D is informed and believes and thereon alleges that the claims of Somersett are reduced, modified and/or barred by the Doctrine of Unclean Hands.

EIGHTEENTH AFFIRMATIVE DEFENSE

Q&D is informed and believes and thereon alleges that any and all events, happenings, injuries and damages alleged by Somersett were a direct result of an act of God or force of nature.

NINETEENTH AFFIRMATIVE DEFENSE

Somersett has not provided timely notice of warranty claims.

TWENTIETH AFFIRMATIVE DEFENSE

Pursuant to N.R.C.P. 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available for responding party after reasonable inquiry upon the filing of the Q&D's Answer to Somersett's Cross-Claim and therefore Q&D reserves the right to amend its Answer to allege additional affirmative defenses, if subsequent investigation so warrants.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Q&D alleges that Somersett has failed to conform with the requirements of NRS 40.600 through NRS 40.695, inclusive, thus such failure constitutes a bar to the prosecution of this action.

LEE, HERNANDEZ, LANDRUM & CARLSON, APC
7575 VEGAS DRIVE, SUITE 150
LAS VEGAS, NV 89128
(702) 880-9750

WHEREFORE, Q&D prays for judgment against Somerset as follows:

1. That Somerset takes nothing by virtue of its Cross-Claim;
2. For the costs of suit incurred herein;
3. For attorneys' fees and costs; and
4. For such other and further relief as the Court deems just, equitable and proper.

AFFIRMATION

The undersigned attorney does hereby affirm, pursuant to NRS 239B.030, that this document and any attachments do not contain personal information as defined in NRS 603.040 about any persons.

DATED this 26th day of September, 2018.

**LEE, HERNANDEZ, LANDRUM
& CARLSON, APC**

By: 

DAVID S. LEE, ESQ.
Nevada Bar No. 6033
NATASHA A. LANDRUM, ESQ.
Nevada Bar No. 7414
DIRK W. GASPARD, ESQ.
Nevada Bar No. 10046
7575 Vegas Drive, Suite 150
Las Vegas, NV 89128
Attorneys for Third-Party Defendant/Fourth-
Party Plaintiff Q & D CONSTRUCTION,
INC.

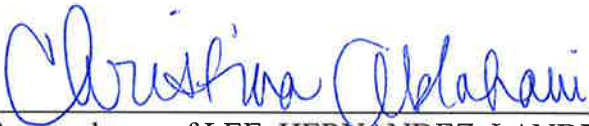
LEE, HERNANDEZ, LANDRUM & CARLSON, APC
7575 VEGAS DRIVE, SUITE 150
LAS VEGAS, NV 89128
(702) 880-9750

CERTIFICATE OF MAILING

Somerset Owners Association v. Somerset Development Co., Ltd., et al.
(Q&D Construction, Inc.)

I HEREBY CERTIFY that on the 28 of September, 2018, I served a copy of the above and foregoing **Q Q&D CONSTRUCTION, INC.'S ANSWER TO DEFENDANTS SOMERSETT DEVELOPMENT COMPANY, LTD., SOMERSETT, LLC, AND SOMERSETT DEVELOPMENT CORPOATION'S CROSS-CLAIM**, via E-Flex Electronic Filing System to the following counsel/person(s):

SEE ATTACHED SERVICE LIST


An employee of LEE, HERNANDEZ, LANDRUM
& CARLSON, APC

Somerset Owners Association v. Somerset Development Co., Ltd., et al.
(Q&D Construction, Inc.)

Attorney	Phone/Fax/Email	Party
Don Springmeyer, Esq. John Samberg, Esq. Royi Moas, Esq. WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP 5594 B Longley Lane Reno, NV 89511	T: (775) 853-6787 F: (775) 853-6774 dspringmeyer@wrslawyers.com jsamberg@wrslawyers.com rmoas@wrslawyers.com	<i>Plaintiff</i>
Charles L. Burcham, Esq. Wade Carner, Esq. THORNDAL, ARMSTRONG, DELK, BALKENBUSH & EISINGER 6590 S. McCarran, Suite B Reno, Nevada 89509	T: (775) 786-2882 F: (775) 322-6338 clb@thorndal.com wnc@thorndal.com	<i>Somerset Development Company, Ltd., Somerset, LLC, and Somerset Development Corporation</i>
Theodore E. Chrissinger, Esq. Michael S. Kimmel, Esq. HOY CHRISSINGER KIMMEL VALAS 50 W. Liberty Street, Suite 840 Reno, NV 89501	T: (775) 786-8000-operator F:M(775) 785-3472 – direct tchrissinger@nevadalaw.com mkimmel@nevadalaw.com	<i>Stantec Consulting Services, Inc.</i>
Stephen G. Castronova, Esq. CASTRONOVA LAW OFFICES, P.C. 605 Forest Street Reno, NV 89509	T: (775) 323-2646 F: (775) 323-3181 sgc@castronovalaw.com	<i>Parsons Bros. Rockeries, Inc.</i>

1 **3995**
2 **WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP**
3 **DON SPRINGMEYER, ESQ.**
4 Nevada Bar No. 1021
5 **JOHN SAMBERG, ESQ.**
6 Nevada Bar No. 10828
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13 jsamberg@wrslawyers.com
14 rmoas@wrslawyers.com

15 *Attorneys for Somersett Owners Association*

16 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

17 **IN AND FOR THE COUNTY OF WASHOE**

18 **SOMERSETT OWNERS ASSOCIATION, a**
19 **Domestic Non-Profit Corporation,**

20 **Plaintiff,**

21 **vs.**

22 **SOMERSETT DEVELOPMENT COMPANY,**
23 **LTD, a Nevada Limited Liability Company;**
24 **SOMERSETT, LLC a dissolved Nevada**
25 **Limited Liability Company; SOMERSETT**
26 **DEVELOPMENT CORPORATION, a**
27 **dissolved Nevada Corporation; PARSONS**
28 **BROS ROCKERIES, INC. a Washington**
Corporation; Q & D Construction, Inc., a
Nevada Corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-1702427

Dept. No.: 10

Judge: Hon. Elliott Sattler

**ORDER FOR PARTIAL
DISMISSAL OF CERTAIN CLAIMS,
WITHOUT PREJUDICE, FROM THE
SECOND CLAIM FOR RELIEF
AGAINST DEFENDANT PARSONS BROS
ROCKERIES, INC., WITHOUT
PREJUDICE**

AND RELATED CROSS-ACTIONS

The Court, having review the Stipulation for Partial Dismissal of Certain Claims, Without Prejudice, from the Second Claim For Relief (the "Stipulation") of March 4, 2019 and good cause appearing:

IT IS HEREBY ORDERED that:

1. Plaintiff's claims for breach of statutory warranties contained in NRS 116.4114 and

1 NRS 116.4115 as partially identified in Plaintiff's Second Claim for Relief, be dismissed as to
2 Defendant PARSONS BROS ROCKERIES, INC., **ONLY** and **WITHOUT PREJUDICE**.

3 2. Each party to bear their own costs and attorney's fees and with Plaintiff reserving
4 all rights and claims against the other parties.

5 3. No other claims are dismissed and Plaintiff reserves all its rights to prosecute any
6 and all other remaining claims in the Complaint against Defendant PARSONS BROS
7 ROCKERIES, INC., including claims for breach of common law warranties, if applicable.

8 4. In the event it is determined, through additional discovery investigation, testimony,
9 or other evidence and, at the sole discretion of Plaintiff, that the statutory warranty claims
10 contained in NRS 116.4114 and NRS 116.4115 as dismissed without prejudice herein, implicate
11 Defendant PARSONS BROS ROCKERIES, INC., Defendant PARSONS BROS ROCKERIES,
12 INC. through stipulation, will not oppose Plaintiff's Motion to Amend to re-assert such claims
13 against Defendant PARSONS BROS ROCKERIES, INC., at any time up through and including
14 trial. Any such amendments shall relate back to the date of the initial filing of the Complaint by
15 Plaintiff in this matter.

16 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

17 DATED this 7 day of MARCH, 2019.

18 
19 _____
20 DISTRICT COURT JUDGE
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28

1 **2540**

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

2 **DON SPRINGMEYER, ESQ.**

Nevada Bar No. 1021

3 **JOHN SAMBERG, ESQ.**

Nevada Bar No. 10828

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7 JSamberg@wrslawyers.com

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8 *Attorneys for Somersett Owners Association*

9
10 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

11 **IN AND FOR THE COUNTY OF WASHOE**

12
13 **SOMERSETT OWNERS ASSOCIATION, a**
14 **Domestic Non-Profit Corporation,**

15 **Plaintiff,**

16 **vs.**

17 **SOMERSETT DEVELOPMENT COMPANY,**
18 **LTD, a Nevada Limited Liability Company;**
19 **SOMERSETT, LLC a dissolved Nevada**
20 **Limited Liability Company; SOMERSETT**
21 **DEVELOPMENT CORPORATION, a**
22 **dissolved Nevada Corporation; PARSONS**
23 **BROS ROCKERIES, INC. a Washington**
24 **Corporation; Q & D Construction, Inc., a**
25 **Nevada Corporation, and DOES 1 through 50,**
26 **inclusive,**

27 **Defendants.**

Case No. CV-1702427

Dept. No.: 10

Judge: Hon. Elliott A. Sattler

**NOTICE OF ENTRY OF ORDER FOR
PARTIAL DISMISSAL OF CERTAIN
CLAIMS WITHOUT PREJUDICE, FROM
THE SECOND CLAIM FOR RELIEF
AGAINST DEFENDANT PARSONS BROS
ROCKERIES, INC. WITHOUT
PREJUDICE**

28 **AND RELATED ACTIONS**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that on March 7, 2019, the Court duly entered its Order
for Partial Dismissal of Certain Claims Without Prejudice, from the Second Claim for Relief
Against Defendant Parsons Bros Rockeries, Inc., Without Prejudice in the above-captioned matter,

1 a true and correct copy of said Order is attached hereto and incorporated herein by this reference
2 as Exhibit 1.

3 **AFFIRMATION**

4 The undersigned does hereby affirm, pursuant to NRS 239B.030, that this document and
5 any attachments do not contain personal information as defined in NRS 603A.040 about any
6 person.

7 DATED this 14th day of Mach, 2019

8 **WOLF, RIFKIN, SHAPIRO,**
9 **SCHULMAN & RABKIN, LLP**

10
11 By: /s/ John Samberg, Esq.

12 DON SPRINGMEYER, ESQ.

13 Nevada Bar No. 1021

14 JOHN SAMBERG, ESQ.

15 Nevada Bar No. 10828

16 ROYI MOAS, ESQ.

17 Nevada Bar No. 10686

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19 Reno, Nevada 89511

20 (775) 853-6787/Fax: (775) 853-6774

21 *Attorneys for Somersett Owners Association*

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INDEX OF EXHIBITS

<u>Exhibit #</u>	<u>Description of Document</u>	<u>No. Pages</u>
1	Order For Partial Dismissal Of Certain Claims Without Prejudice, From The Second Claim For Relief Against Defendant Parsons Bros Rockeries, Inc. Without Prejudice	2

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on this 14th day of March, 2019, a true and correct copy of **NOTICE**
3 **OF ENTRY OF ORDER FOR PARTIAL DISMISSAL OF CERTAIN CLAIMS**
4 **WITHOUT PREJUDICE, FROM THE SECOND CLAIM FOR RELIEF AGAINST**
5 **DEFENDANT PARSONS BROS ROCKERIES, INC. WITHOUT PREJUDICE** was serve
6 via the Washoe County E-Flex Filing System on all parties or persons requesting notice as
7 follows:

8 Charles Brucham, Esq.
9 Wade Carner, Esq.
10 Thorndall, Armstrong, Delk, Blakenbush & Eisinger
11 for SOMERSETT DEVELOPMENT
12 CORPORATION, SOMERSTT, LLC., SOMERSETT
13 DEVELOPMENT COMPANY LTD
14 E-Mail: clb@thorndal.com
15 E-Mail: wnc@thorndal.com

Steve Castronova, Esq.
Castronova Law Offices, P.C.
for PARSONS BROS. ROCKERIES
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12 Natasha Landrum, Esq.
13 Dirk W. Gaspar, Esq.
14 David Lee, Esq.
15 Lee, Hernandez, Landrum & Garofalo
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Theodore E. Chrissinger, Esq.
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SERVICES, INC.
Email: tchrissinger@nevadalaw.com
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17
18 By /s/ Ercilia Noemy Valdez
19 Ercilia Noemy Valdez, an employee of
20 WOLF, RIFKIN, SHAPIRO, SCHULMAN &
21 RABKIN, LLP
22
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FILED
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CV17-02427
2019-03-14 12:02:44 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7166333

EXHIBIT 1

ORDER FOR PARTIAL DISMISSAL OF CERTAIN CLAIMS,
WITHOUT PREJUDICE,
FROM THE SECOND CLAIM FOR RELIEF AGAINST
DEFENDANT PARSONS BROS ROCKERIES, INC.

EXHIBIT 1

AA000204

1 **3995**
2 **WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP**
3 **DON SPRINGMEYER, ESQ.**
4 Nevada Bar No. 1021
5 **JOHN SAMBERG, ESQ.**
6 Nevada Bar No. 10828
7 **ROYI MOAS, ESQ.**
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12 dspringmeyer@wrslawyers.com
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14 rmoas@wrslawyers.com

15 *Attorneys for Somersett Owners Association*

16 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

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24 **SOMERSETT, LLC a dissolved Nevada**
25 **Limited Liability Company; SOMERSETT**
26 **DEVELOPMENT CORPORATION, a**
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Defendants.

Case No. CV-1702427

Dept. No.: 10

Judge: Hon. Elliott Sattler

**ORDER FOR PARTIAL
DISMISSAL OF CERTAIN CLAIMS,
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12 INC. through stipulation, will not oppose Plaintiff's Motion to Amend to re-assert such claims
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17 DATED this 7 day of MARCH, 2019.

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