

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 APCO CONSTRUCTION, INC., A
3 NEVADA CORPORATION; AND
4 SAFECO INSURANCE COMPANY
 OF AMERICA,

5 Appellants,

6 vs.

7 HELIX ELECTRIC OF NEVADA,
8 LLC, A NEVADA LIMITED
 LIABILITY COMPANY,

9 Respondent.

Case No. 80177

Electronically Filed
Mar 19 2021 06:19 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

10 **APPEAL**

11 from the Eighth Judicial District Court, Clark County
12 The Honorable ELIZABETH GOFF GONZALEZ, District Judge
 District Court Case No. A-16-730091-B

13 Joint Appendix
14 Volume XVIII

15 John Randall Jefferies, Esq. (SBN 3512)
16 Christopher H. Byrd, Esq. (SBN 1633)
 Elizabeth J. Bassett (SBN 9013)
 FENNEMORE CRAIG, P.C.
17 300 South 4th Street, 14th Floor
 Las Vegas, Nevada 89101
18 Telephone: (702) 692-8000

19 *Attorneys for Appellants APCO Construction, Inc.*
 and Safeco Insurance Company of America

ALPHABETICAL TABLE OF CONTENTS TO JOINT APPENDIX

Vol.	Pages	Date	Document
IV	JA626- JA645	11/27/2018	APCO Construction, Inc. and Safeco Insurance Company of America's Motion to Continue Trial (Second Request)
VI	JA1007- JA1012	5/31/2019	APCO Construction, Inc.'s Trial Memorandum Pursuant to EDCR 7.27 re: Potential Evidentiary Issues
I	JA19- JA26	4/11/2017	APCO's Answer to Complaint
VI	JA803- JA912	3/29/2019	Appendix to Helix Electric of Nevada, LLC's Opposition to APCO Construction's and Safeco Insurance Company of America's Motion in Limine No. 3 to Preclude the Introduction of Evidence Related to Helix's Extended General Conditions and Motion in Limine No. 4 to Preclude any Evidence of Helix's Accounting Date or Job Cost Reports
VII	JA1044- JA1259	6/3/2019	Bench Trial Transcript, Day 1
VIII	JA1262- JA1504	6/4/2019	Bench Trial Transcript, Day 2
IX	JA1506- JA1638	6/5/2019	Bench Trial Transcript, Day 3
VI	JA1036- JA1041	6/3/2019	Clerk's Exhibit List
I	JA1- JA12	1/12/2016	Complaint
I	JA65	5/17/2017	Court Minutes
I	JA174- JA175	6/9/2017	Court Minutes
II	JA302	7/26/2017	Court Minutes
IV	JA646	11/28/2018	Court Minutes
IV	JA655	12/4/2018	Court Minutes

Vol.	Pages	Date	Document
V	JA779	3/4/2019	Court Minutes
VI	JA921	5/13/2019	Court Minutes
VI	JA922	5/14/2019	Court Minutes
VII	JA1042- JA1043	6/3/2019	Court Minutes
VII	JA1260- JA1261	6/4/2019	Court Minutes
VIII	JA1505	6/5/2019	Court Minutes
XVII	JA3484	6/21/2019	Court Minutes
XVII	JA3485	7/5/2019	Court Minutes
XX	JA4127	8/19/2019	Court Minutes
XXI	JA4196	9/30/2019	Court Minutes
XXI	JA4202	10/4/2019	Court Minutes
IV	JA647- JA654	11/29/2018	Declaration in Support of Omnibus Motion in Limine 1-2
I	JA56- JA64	5/10/2017	Defendant's Reply in Support of Motion to Dismiss Plaintiff's Claims against Bond and Countermotion for Fees and Costs of Motion
XVII	JA3401- JA3425	6/3/2019	Defendant's Trial Exhibit DX201
XVII	JA3426- JA3431	6/3/2019	Defendant's Trial Exhibit DX202
XVII	JA3432- JA3435	6/3/2019	Defendant's Trial Exhibit DX203
XVII	JA3436- JA3452	6/3/2019	Defendant's Trial Exhibit DX204
XVII	JA3453- JA3454	6/3/2019	Defendant's Trial Exhibit DX205
XVII	JA3455- JA3456	6/3/2019	Defendant's Trial Exhibit DX206
XVII	JA3457- JA3463	6/3/2019	Defendant's Trial Exhibit DX207
XVII	JA3464- JA3466	6/3/2019	Defendant's Trial Exhibit DX208

Vol.	Pages	Date	Document
XVII	JA3467- JA3472	6/3/2019	Defendant's Trial Exhibit DX209
XVII	JA3473- JA3477	6/3/2019	Defendant's Trial Exhibit DX210
XVII	JA3478- JA3479	6/3/2019	Defendant's Trial Exhibit DX211
XVII	JA3480- JA3481	6/3/2019	Defendant's Trial Exhibit DX212
XVII	JA3482- JA3483	6/3/2019	Defendant's Trial Exhibit DX213
XXI	JA4128- JA4194	9/12/2019	Defendants' Opposition to Motion for Attorneys' Fees, Costs and Interest
IV	JA611- JA625	11/21/2018	Defendants Reply in Support of Motion in Limine 1-2
XVIII	JA3676- JA3710	7/15/2019	Defendants' Motion for Clarification and/or Amendment to Findings of Fact and Conclusions of Law
I	JA66- JA173	5/23/2017	Defendants' Motion for Partial Summary Judgment
V	JA661- JA778	12/23/2018	Defendants' Motion In Limine No. 3 To Preclude The Introduction Of Evidence Related To Helix's Extended General Conditions And Motion In Limine No. 4 To Preclude Any Evidence Of Helix's Accounting Data Or Job Cost Reports
VI	JA929- JA954	5/22/2019	Defendants' Motion to Exclude the Testimony of Kurt Williams on Order Shortening Time
III	JA321- JA453	7/20/2018	Defendants' Omnibus Motion in Limine 1-2
XX	JA3881- JA4104	8/12/2019	Defendants' Opposition to Helix's Countermotion for Amendment to Findings of Fact and Conclusions of Law; and Reply in Support of Motion for Clarification and/or Amendment to Findings of Fact and Conclusions of Law

Vol.	Pages	Date	Document
VI	JA995- JA1006	5/31/2019	Defendants' Pre-Trial Memorandum
VI	JA1013- JA1035	5/31/2019	Defendants' Proposed Findings of Fact and Conclusions of Law
II	JA283- JA301	6/21/2017	Defendants' Reply in Support of Motion for Partial Summary Judgment
VI	JA913- JA920	4/8/2019	Defendants' Reply in Support of: Motion in Limine No. 3 to Preclude the Introduction of Evidence Related to Helix's Extended General Conditions and Motion in Limine No. 4
XXI	JA4203- JA4205	11/6/2019	Final Judgment
XVII	JA3486- JA3508	7/8/2019	Findings of Fact and Conclusions of Law
I	JA48- JA55	4/28/2017	Helix Electric of Nevada, LLC's Opposition to Safeco Insurance Company of America's (i) Motion to Dismiss, and (ii) Countermotion for Fees and Costs
XVIII	JA3711- JA3765	7/29/2019	Helix Electric of Nevada, LLC's (I) Opposition to APCO Construction, Inc.'s and Safe Insurance Company of America's Motion for Clarification and/or Amendment to Findings of Fact and Conclusions of Law; and (II) Countermotion for Amendment to Findings of Fact and Conclusions of Law
XVIII	JA3536- JA3675	7/12/2019	Helix Electric of Nevada, LLC's Memorandum of Costs and Disbursements
XIX	JA3766- JA3880	7/31/2019	Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Costs and Interest
XX	JA4105- JA4126	8/15/2019	Helix Electric of Nevada, LLC's Reply in Support of Helix's Countermotion for Amendment to Findings of Facts and Conclusions of Law

Vol.	Pages	Date	Document
XXI	JA4165- JA4195	9/23/2019	Helix Electric of Nevada, LLC's Reply in Support of its Motion for Attorneys' Fees, Costs and Interest
XXI	JA4197- JA4201	10/1/2019	Helix Electric of Nevada, LLC's Supplement to its Motion for Attorneys' Fees, Costs and Interest
IV	JA656- JA660	12/14/2018	Helix Opposition to APCO Motion to Continue Trial
VI	JA955- JA972	5/24/2019	Joint Pre-Trial Memorandum
IX	JA1639- JA1642	6/3/2019	Joint Trial Exhibit JX001
X, XI	JA1643- JA1896	6/3/2019	Joint Trial Exhibit JX002
XI	JA1897- JA1899	6/3/2019	Joint Trial Exhibit JX003
XI, XII	JA1900- JA2171	6/3/2019	Joint Trial Exhibit JX004
XII, XIII	JA2172- JA2509	6/3/2019	Joint Trial Exhibit JX005
XIII	JA2510- JA2577	6/3/2019	Joint Trial Exhibit JX006
XIII	JA2578- JA2579	6/3/2019	Joint Trial Exhibit JX007
XIII	JA2580- JA2581	6/3/2019	Joint Trial Exhibit JX008
XIII	JA2582- JA2584	6/3/2019	Joint Trial Exhibit JX009
XIII	JA2585- JA2599	6/3/2019	Joint Trial Exhibit JX010
XIII	JA2600- JA2640	6/3/2019	Joint Trial Exhibit JX011
XIII	JA2641- JA2642	6/3/2019	Joint Trial Exhibit JX012
XIV	JA2643- JA2645	6/3/2019	Joint Trial Exhibit JX013

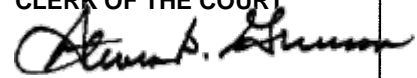
Vol.	Pages	Date	Document
XIV	JA2646- JA2652	6/3/2019	Joint Trial Exhibit JX014
XIV	JA2653- JA2665	6/3/2019	Joint Trial Exhibit JX015
XIV	JA2666- JA2672	6/3/2019	Joint Trial Exhibit JX016
XIV	JA2673- JA2674	6/3/2019	Joint Trial Exhibit JX017
XIV	JA2675- JA2677	6/3/2019	Joint Trial Exhibit JX018
XIV	JA2678- JA2681	6/3/2019	Joint Trial Exhibit JX019
XIV	JA2682- JA2686	6/3/2019	Joint Trial Exhibit JX020
XIV	JA2687- JA2697	6/3/2019	Joint Trial Exhibit JX021
XIV	JA2698- JA2701	6/3/2019	Joint Trial Exhibit JX022
XIV	JA2702- JA2707	6/3/2019	Joint Trial Exhibit JX023
XIV	JA2708- JA2713	6/3/2019	Joint Trial Exhibit JX024
XIV	JA2714- JA2728	6/3/2019	Joint Trial Exhibit JX025
XIV	JA2729- JA2738	6/3/2019	Joint Trial Exhibit JX026
XIV	JA2739- JA2743	6/3/2019	Joint Trial Exhibit JX027
XIV	JA2744- JA2745	6/3/2019	Joint Trial Exhibit JX028
XIV	JA2746- JA2749	6/3/2019	Joint Trial Exhibit JX029
XIV	JA2750- JA2777	6/3/2019	Joint Trial Exhibit JX030
XIV	JA2778- JA2779	6/3/2019	Joint Trial Exhibit JX031

Vol.	Pages	Date	Document
XIV	JA2780- JA2781	6/3/2019	Joint Trial Exhibit JX032
XIV	JA2782- JA2786	6/3/2019	Joint Trial Exhibit JX033
XIV	JA2787- JA2789	6/3/2019	Joint Trial Exhibit JX034
XIV	JA2790- JA2794	6/3/2019	Joint Trial Exhibit JX035
XIV	JA2795- JA2799	6/3/2019	Joint Trial Exhibit JX036
XIV	JA2800- JA2801	6/3/2019	Joint Trial Exhibit JX037
XIV	JA2802- JA2804	6/3/2019	Joint Trial Exhibit JX038
XIV	JA2805- JA2806	6/3/2019	Joint Trial Exhibit JX039
XIV	JA2807- JA2808	6/3/2019	Joint Trial Exhibit JX040
XIV	JA2809- JA2811	6/3/2019	Joint Trial Exhibit JX041
XIV	JA2812- JA2815	6/3/2019	Joint Trial Exhibit JX042
XIV	JA2816- JA2819	6/3/2019	Joint Trial Exhibit JX043
XIV	JA2820- JA2825	6/3/2019	Joint Trial Exhibit JX044
XIV	JA2826	6/3/2019	Joint Trial Exhibit JX045
XIV	JA2827- JA2829	6/3/2019	Joint Trial Exhibit JX046
XIV	JA2830- JA2833	6/3/2019	Joint Trial Exhibit JX047
XIV	JA2834- JA2835	6/3/2019	Joint Trial Exhibit JX048
XIV	JA2836- JA2845	6/3/2019	Joint Trial Exhibit JX049

Vol.	Pages	Date	Document
XIV, XV	JA2846- JA2954	6/3/2019	Joint Trial Exhibit JX050
XV, XVI	JA2955- JA3160	6/3/2019	Joint Trial Exhibit JX051
XVI	JA3161- JA3166	6/3/2019	Joint Trial Exhibit JX052
XVI	JA3167- JA3176	6/3/2019	Joint Trial Exhibit JX053
XVI	JA3177- JA3182	6/3/2019	Joint Trial Exhibit JX054
XVI	JA3183- JA3188	6/3/2019	Joint Trial Exhibit JX055
XVI	JA3189- JA3195	6/3/2019	Joint Trial Exhibit JX056
XVI	JA3196- JA3202	6/3/2019	Joint Trial Exhibit JX057
XVI	JA3203- JA3208	6/3/2019	Joint Trial Exhibit JX058
XVI	JA3209- JA3214	6/3/2019	Joint Trial Exhibit JX059
XVI	JA3215- JA3220	6/3/2019	Joint Trial Exhibit JX060
XVI	JA3221- JA3226	6/3/2019	Joint Trial Exhibit JX061
XVI	JA3227- JA3232	6/3/2019	Joint Trial Exhibit JX062
XVI	JA3233- JA3238	6/3/2019	Joint Trial Exhibit JX063
XVI	JA3239- JA3243	6/3/2019	Joint Trial Exhibit JX064
XVI	JA3244- JA3248	6/3/2019	Joint Trial Exhibit JX065
XVI	JA3249- JA3250	6/3/2019	Joint Trial Exhibit JX066
XVI	JA3251- JA3259	6/3/2019	Joint Trial Exhibit JX067

Vol.	Pages	Date	Document
XVI	JA3260- JA3272	6/3/2019	Joint Trial Exhibit JX068
XVI	JA3273- JA2389	6/3/2019	Joint Trial Exhibit JX069
XVI	JA3290- JA3298	6/3/2019	Joint Trial Exhibit JX070
XVI	JA3299- JA3312	6/3/2019	Joint Trial Exhibit JX071
XVI	JA3313- JA3320	6/3/2019	Joint Trial Exhibit JX072
XVI	JA3321- JA3328	6/3/2019	Joint Trial Exhibit JX073
XVI	JA3329- JA3336	6/3/2019	Joint Trial Exhibit JX074
XVI	JA3337- JA2245	6/3/2019	Joint Trial Exhibit JX075
XVI	JA3346- JA3353	6/3/2019	Joint Trial Exhibit JX076
XVI	JA3354- JA3364	6/3/2019	Joint Trial Exhibit JX077
XVI	JA3365- JA3366	6/3/2019	Joint Trial Exhibit JX078
XXI	JA4212- JA4251	12/6/2019	Notice of Appeal
V	JA780- JA781	3/19/2019	Notice of Departmental Sealing and/or Redacting Procedures
XXI	JA4206- JA4211	11/6/2019	Notice of Entry of Final Judgment
XVII	JA3509- JA3535	7/10/2019	Notice of Entry of Findings of Facts and Conclusions of Law and Order
II	JA314- JA320	9/7/2017	Notice of Entry Order Denying Motion for (i) Motion to Dismiss and (ii) Order for Fees and Costs
II	JA310- JA313	9/7/2017	Notice of Entry Order Denying Motion for Partial Summary Judgment

Vol.	Pages	Date	Document
V	JA782- JA802	3/29/2019	Opposition to APCO Construction's and Safeco Insurance Company of America's Motion in Limine No. 3 to Preclude the Introduction of Evidence Related to Helix's Extended General Conditions and Motion in Limine No. 4 to Preclude any Evidence of Helix's Accounting Date or Job Cost Reports
VI	JA973- JA994	5/31/2019	Opposition to APCO Construction's and Safeco Insurance Company of America's Motion to Exclude the Testimony of Kurt Williams
II	JA176- JA282	6/9/2017	Opposition to Motion for Summary Judgment
IV	JA454- JA610	11/20/2018	Opposition to Omnibus Motion in Limine 1-2
II	JA305- JA309	9/7/2017	Order Denying (i) Motion to Dismiss and (ii) Order for Fees and Costs
II	JA303- JA304	9/7/2017	Order Denying Motion for Partial Summary Judgment
XVI	JA3367- JA3372	6/3/2019	Plaintiff's Trial Exhibit PX101
XVI, XVII	JA3373- JA3400	6/3/2019	Plaintiff's Trial Exhibit PX102
I	JA13- JA15	1/19/2016	Proof of Service of Summons on Defendant APCO Construction, Inc.
I	JA16- JA18	1/20/2016	Proof of Service of Summons on Defendant Safeco Insurance Company of America
VI	JA923- JA928	5/16/2019	Safeco Insurance Company of America's Answer to Plaintiff's Complaint
I	JA27- JA47	4/11/2017	Safeco's Motion to Dismiss Plaintiff's Claims Against Bond and Countermotion for Fees and Costs of Motion



1 **MEMC**
2 CARY B. DOMINA, ESQ.
3 Nevada Bar No. 10567
4 RONALD J. COX, ESQ.
5 Nevada Bar No. 12723
6 JEREMY HOLMES, ESQ.
7 Nevada Bar No. 14379
8 **PEEL BRIMLEY LLP**
9 3333 E. Serene Avenue, Suite 200
10 Henderson, Nevada 89074-6571
11 Telephone: (702) 990-7272
12 Facsimile: (702) 990-7273
13 cdomina@peelbrimley.com
14 rcox@peelbrimley.com
15 jholmes@peelbrimley.com
16 *Attorneys for Plaintiff*
17 *Helix Electric of Nevada, LLC*

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 HELIX ELECTRIC OF NEVADA, LLC, a
21 Nevada limited liability company,

22 Plaintiff,

23 vs.

24 APCO CONSTRUCTION, a Nevada corporation;
25 SAFECO INSURANCE COMPANY OF
26 AMERICA; DOES I through X; and BOE
27 BONDING COMPANIES I through X,

28 Defendants.

CASE NO. : A-16-730091-C
DEPT. NO. : XI

**HELIX ELECTRIC OF NEVADA,
LLC'S MEMORANDUM OF COSTS
AND DISBURSEMENTS**

Plaintiff, HELIX ELECTRIC OF NEVADA, LLC ("Helix") hereby submits their
Memorandum of Costs and Disbursements:

Copies (NRS 18.005(12)) (Exhibit 1)	\$1,169.46
Filing Fees (NRS 18.005(1)) (Exhibit 2)	\$2,139.98
Postage Costs (NRS 18.005(14)) (Exhibit 3)	\$125.54
Deposition Transcript Costs (NRS 18.005(2)) (Exhibit 4)	\$3,253.24
Runner Costs (NRS 18.005(17)) (Exhibit 5)	\$922.67
Service of Process Costs (NRS 18.005(7)) (Exhibit 6)	\$223.00
Parking Costs (NRS 18.005(17)) (Exhibit 7)	\$282.00
Legal Research Costs (NRS 18.005(17)) (Exhibit 8)	\$418.28

JA3536

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

1 Telecopies (NRS 18.005(11)) (Exhibit 9)..... \$1.00
2 Other Costs (NRS 18.005(17)) (Exhibit 10) \$414.23
3 **Total Costs** **\$8,949.40**

4
5 STATE OF NEVADA)
6) ss.
7 COUNTY OF CLARK)

8 Jeremy D. Holmes, Esq., being duly sworn, states: that Affiant is the attorney for the
9 Plaintiff and has personal knowledge of the above costs and disbursements expended; that the
10 items contained in the above memorandum are true and correct to the best of this Affiant's
11 knowledge and belief; and that the said disbursements have been necessarily incurred and paid
12 in this action.

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

15 EXECUTED this 12th day of July, 2019

16 **PEEL BRIMLEY LLP**



17
18 CARY B. DOMINA, ESQ.
19 Nevada Bar No. 10567
20 RONALD J. COX, ESQ.
21 Nevada Bar No. 12723
22 JEREMY HOLMES, ESQ.
23 Nevada Bar No. 14379
24 3333 E. Serene Avenue, Suite 200
25 Henderson, Nevada 89074-6571
26 Telephone: (702) 990-7272
27 cdomina@peelbrimley.com
28 rcox@peelbrimley.com
 jholmes@peelbrimley.com
 Attorneys for Plaintiff
 Helix Electric of Nevada, LLC

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of **PEEL BRIMLEY, LLP**, and that on this 17 day of July, 2019, I caused the above and foregoing document, **HELIX ELECTRIC OF NEVADA, LLC'S MEMORANDUM OF COSTS AND DISBURSEMENTS**, to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- ☒ pursuant to NEFCR 9, upon all registered parties via the Court's electronic filing system;
- ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- ☐ to be hand-delivered; and/or
- ☐ other _____

to the attorney(s) and/or party(ies) listed below at the address and/or facsimile number indicated below:

Attorneys for APCO Construction and Safeco Insurance Co.

John Randall Jefferies, Esq. (rjefferies@fclaw.com)

Brandi M. Planet, Esq. (bplanet@fclaw.com)

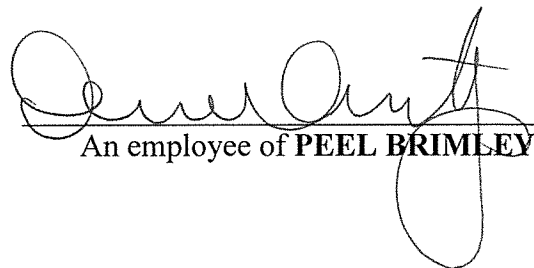

An employee of **PEEL BRIMLEY, LLP**

EXHIBIT 1

Copy and Printed Copy Sheet

DATE	FILE NO.	NUMBER OF COPIES	NUMBER OF PRINTED
1/3/17	6994-002	185	— 46.25
	1308-050	8	2.00
	0000000000	145	36.25
1/10/17	3562-0100	10x7	31.50
	4551-002	25	6.25
	4508-010		20+22=42 10.50
→	3562-098		17+9=6.50
	3562-0101	10	2.50
1-12	4930-0114	42	10.50
1-16	6994-002	1	9 2.25
1-17	6213-002 (PROVICH)		17 4.25
	7694-024	70 70	17.50
1-18	3680-002	500	125.00
→	3562-098	499	124.75
	8937 002	65	16.25
	3562-0101	30	7.50
	4833-002	29	7.25
1/23	6147-001		2 .50
	7490-002g	18	4.50
	7490-002k	18	4.50
	7490-002 S "B"	18	4.50
1/25	4509-010		5+2 2 1.75
1/26	7322-003		2 .50
	8125-033	44	11.50
	8125-033	44	11.50
	5557-010	(23)	16+1+4+2=5.75
	7533-024	60 60	15.00

Copy and Printed Copy Sheet

DATE	FILE NO.	NUMBER OF COPIES	NUMBER OF PRINTED
3/2	7532-024		6 1.50
3/6	3562-098		54 13.50
	6401-010		15 3.75
3/7	2864-005		1 .25
	1248-028 (DESERT FIRE/QUICKSLEDGE)		1 .25
3/8	6994-002	5 34.75	275 (1375 total)
	0144-010	35.50	142
3/14	1242-028	7.50	30
	6401-0158	7.50	30
	7739-008	7.50	30
	4551-002	7.00	28
3/22	LEEWARD BUILDINGS - 010	2.00	8
	6954-008	26.25	105
3-23	2080-002 Fontainebleau	106.50	224 + 200
	7499-002	52 13.00	106.50
3-24	7500-002	52 13.00	106.50
3/28	4991-010		2 .50
	0547-002		2 .50
	4599-016		2 .50
3-29	3700-002	12	3.00
	6401-0134		24 61.50
3-29	0206-002		25 2.50 62.50
	7684-24	198	49.50
3/30/17	7490-003	16	4.00
3/31/17	4509-030	18	4.50
4-4	0204-002		110 25.00
	0206-002		665 166.25

→

March 2019

COPY AND PRINTED COPY SHEET

DATE	FILE NO.	NO. OF COPIES	NO. Black & White	No. Color
3/19	5002-002	10	2.50	
3/19	2080-002	16	4.00	
3/19	2841-032	25	6.25	
3/19	2516.002	25	6.25	
3/19	1604-021	25	6.25	
3/19	2405.028	25	6.25	
3/19	4535.002	25	6.25	
3/19	4917.003	25	6.25	
3/19	7301.034	24	6.50	
3/19	1328.004	24	6.50	
3/19	5002.002	25	6.25	
3/19	9679.003	25	6.25	
3/19	8882.005	25	6.25	
3/19	5799.005	25	6.25	
3/19	0844.017	25	6.25	
3/19	1336.002	25	6.25	
3/19	3653.002	25	6.25	
3/19	4573.002	25	6.25	
3/20	3062.011	87	21.75	
3/24/19	3562-011	3	1.75	
3/29	3562-011	14	3.50	
3/25	2080-008	23	5.75	
3/25	0630-003	452	113.00	
3/25	0630-003	678	169.50	
3/25	3322-098	9	1.25	
3/25	7324.034	21	4.25	

COPY AND PRINTED COPY SHEET

68.75
32.5
61.75
94.00
173.25
9.00
B1



Litigation
Discovery
Group

PLEASE NOTE NEW TAX ID
& BUSINESS NAME
TAX ID: 83-2599408

Invoice

Date	Invoice #
5/30/2019	19-5179
Terms	Net 15

7660 Dean Martin Drive, Suite 202, Las Vegas, NV 89139

Bill To:
Peel Brimley LLP 3333 E. Serene Ave. #200 Henderson, Nevada 89074

Ordered By:
Peel Brimley LLP 3333 E. Serene Ave. #200 Henderson, NV 89074

Client Matter	Order Due Date	Rep	Due Time	Ordered By
3562-098	6/14/2019	H	pm	Chris
Description		Qty	Amount	
Black & White (Blow Backs) Prints 8.5 x 11 Single Sided		6,964	487.48T	
Tab Numbered		368	202.40T	
3 / 2 Hole Punch		7,332	0.00T	
Binder 1inch White		8	52.00T	
Binder 3inch white		12	211.20T	

By signing below, authorized representative agrees that the above described has been received by ordering party.

Sign: _____

Print: _____

Date: ____/____/____

"Access to case data on a hosted site will be suspended/frozen for any invoice outstanding more than 60 days."

Subtotal	\$953.08
Sales Tax -8.25%...	\$78.63
Total	\$1,031.71
Payments/Credits	\$0.00

Balance Due

\$1,031.71

All Major Credit Cards Accepted

Please Mail Checks to:
Litigation Discovery Group
7660 Dean Martin Drive, Ste 202
Las Vegas, NV 89139



JA3547

EXHIBIT 2

Details of filing titled:
Complaint
for Case Number New Case - (Reference ID 4308890)

Lead File Size: 377189 bytes	
Date Filed: 2016-01-12 07:27:31.0	
Case Title: New Case - (Reference ID 4308890)	
Case Name: Helix Electric of Nevada LLC vs. APCO Construction	
Filing Title: Complaint	
Filer's Name: Peel Brimley LLP	
Filer's Email: jpeel@peelbrimley.com	
Account Name: Court Filings - Peel & Brimley LLP	
Filing Code: COMP	
Amount: \$3.50	
Comments:	
Email Notifications: kgentile@peelbrimley.com	
Firm Name: Peel Brimley LLP	
Your File Number: 3562-098	
Status: Unknown - (?)	
Reviewer:	
File Stamped Copy:	
Lead Document: 10-12 Comp.pdf	377189 bytes
Attachment # 1: 160112 IAFD.pdf	97004 bytes
Account Information: System Response: 0	
Reference:	

+ 270.00
+ 8.10

Details of filing: *Notice of Entry of Stipulation and Order*
Filed in Case Number: A-16-730091-C

E-File ID: 7977768

Lead File Size: 142608 bytes

Date Filed: 2016-03-17 11:36:27.0

Case Title: A-16-730091-C

Case Name: Helix Electric of Nevada LLC, Plaintiff(s) vs. APCO Construction, Defendant(s)

Filing Title: Notice of Entry of Stipulation and Order

Filing Type: EFO

Filer's Name: Peel Brimley LLP

Filer's Email: jpeel@peelbrimley.com

Account Name: Peel Brimley LLP

Filing Code: NTSO

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: 17-MAR-2016 07:25:10 PM: Approved \$3.50 on Visa account "Peel Brimley LLP" [****-9546]

Comments:

Courtesy Copies: rjeffrey@peelbrimley.com

Firm Name: Peel Brimley LLP

Your File Number: 3562-098

Status: Accepted - (A)

Date Accepted: 2016-03-17 16:25:12.0

Review Comments:

Reviewer: Josie San Juan

File Stamped Copy: A-16-730091-C-7977768 NTSO Notice of Entry of Stipulation and Order.pdf

Documents: Cover Document:

Lead Document: 160317 NEO Stipulation and Order to Stay Case Pending Arbitration.pdf 142608 bytes

Data Reference ID:

Credit Card Response: System Response: AP0CD006E520
Reference:

Details of filing: *Stipulation and Order to Stay Case Pending Arbitration*
Filed in Case Number: A-16-730091-C

E-File ID: 7975333

Lead File Size: 75378 bytes

Date Filed: 2016-03-16 16:37:23.0

Case Title: A-16-730091-C

Case Name: Helix Electric of Nevada LLC, Plaintiff(s) vs. APCO Construction, Defendant(s)

Filing Title: Stipulation and Order to Stay Case Pending Arbitration

Filing Type: EFO

Filer's Name: Peel Brimley LLP

Filer's Email: jpeel@peelbrimley.com

Account Name: Peel Brimley LLP

Filing Code: SAO

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: 16-MAR-2016 09:40:59 PM: Approved \$3.50 on Visa account "Peel Brimley LLP" [****-9546]

Comments:

Courtesy Copies: rjeffrey@peelbrimley.com

Firm Name: Peel Brimley LLP

Your File Number: 3562-098

Status: Accepted - (A)

Date Accepted: 2016-03-16 18:41:02.0

Review Comments:

Reviewer: Ivonne Hernandez

File Stamped Copy: A-16-730091-C-7975333 SAO Stipulation and Order to Stay Case Pending Arbitration.pdf

Documents: Cover Document:

Lead Document: 160315 Stipulation and Order to Stay Case Pending Arbitration.pdf 75378 bytes

Data Reference ID:

Credit Card Response: System Response: AS0CE1317AF2
Reference:

Details of filing: *Helix Electric of Nevada, LLC's Motion to Lift Stay*
Filed in Case Number: A-16-730091-C

E-File ID: 9145674

Lead File Size: 3593294 bytes

Date Filed: 2017-03-03 16:21:48.0

Case Title: A-16-730091-C

Case Name: Helix Electric of Nevada LLC, Plaintiff(s) vs. APCO Construction, Defendant(s)

Filing Title: Helix Electric of Nevada, LLC's Motion to Lift Stay

Filing Type: EFS

Filer's Name: Peel Brimley LLP

Filer's Email: jpeel@peelbrimley.com

Account Name: Peel Brimley LLP

Filing Code: MOT

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: Filing still processing. Payment not yet captured.

Comments:

Courtesy Copies: rjeffrey@peelbrimley.com

Firm Name: Peel Brimley LLP

Your File Number: 3562-098

Status: Submitted - (B)

Date Accepted:

Review Comments:

Reviewer:

File Stamped Copy:

Documents: Cover Document:

Lead Document: 170303 Helix's Mtn to Lift Stay.pdf 3593294 bytes

Data Reference ID:

Credit Card Response: System Response: AS0CF3A40FE0
Reference:

Details of filing: *Helix Electric of Nevada, LLC's Opposition to Safeco Insurance Company of America's (i) Motion to Dismiss; and (ii) Countermotion for Fees and Costs*
Filed in Case Number: A-16-730091-C

E-File ID: 9328177

Lead File Size: 530562 bytes

Date Filed: 2017-04-28 11:02:15.0

Case Title: A-16-730091-C

Case Name: Helix Electric of Nevada LLC, Plaintiff(s) vs. APCO Construction, Defendant(s)

Filing Title: Helix Electric of Nevada, LLC's Opposition to Safeco Insurance Company of America's (i) Motion to Dismiss; and (ii) Countermotion for Fees and Costs

Filing Type: EFS

Filer's Name: Peel Brimley LLP

Filer's Email: jpeel@peelbrimley.com

Account Name: Peel Brimley LLP

Filing Code: OMD

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: Filing still processing. Payment not yet captured.

Comments:

Courtesy Copies: rjeffrey@peelbrimley.com

Firm Name: Peel Brimley LLP

Your File Number: 3562-098

Status: Submitted - (B)

Date Accepted:

**Review
Comments:**

Reviewer:

**File Stamped
Copy:**

Documents: Cover Document:

Lead Document: 170428 Helix's OPPO-Counter Mtn.pdf 530562 bytes

**Data Reference
ID:**

Credit Card System Response: AU0CF807D0E0

Response: Reference:

Details of filing: *Helix Electric of Nevada, LLC's Opposition to Safeco Insurance Company of America's (i) Motion to Dismiss; and (ii) Counter-motion for Fees and Costs*
Filed in Case Number: A-16-730091-C

E-File ID: 9328177

Lead File Size: 530562 bytes

Date Filed: 2017-04-28 11:02:15.0

Case Title: A-16-730091-C

Case Name: Helix Electric of Nevada LLC, Plaintiff(s) vs. APCO Construction, Defendant(s)

Filing Title: Helix Electric of Nevada, LLC's Opposition to Safeco Insurance Company of America's (i) Motion to Dismiss; and (ii) Counter-motion for Fees and Costs

Filing Type: EFS

Filer's Name: Peel Brimley LLP

Filer's Email: jpeel@peelbrimley.com

Account Name: Peel Brimley LLP

Filing Code: OMD

Amount: \$ 3.50

Court Fee: \$ 0.00

Card Fee: \$ 0.00

Payment: 29-APR-2017 12:27:33 AM: Approved \$3.50 on Visa account "Peel Brimley LLP" [****-9546]

Comments:

Courtesy Copies: rjeffrey@peelbrimley.com

Firm Name: Peel Brimley LLP

Your File Number: 3562-098

Status: Accepted - (A)

Date Accepted: 2017-04-28 21:27:05.0

Review Comments:

Reviewer: Ivonne Hernandez

File Stamped A-16-730091-C-

Copy: 9328177 OMD Helix Electric of Nevada LLC s Opposition to Safeco Insurance Company of America s .pdf

Cover Document:

Documents:

Lead Document: 170428 Helix's OPPO-Counter Mtn.pdf 530562 bytes

Data Reference ID:

Credit Card System Response: AR0CE743A03F

Response: Reference:

Status	Name	Firm	Served	Date Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Jennifer Case .		No	Not Opened
Not Sent	Penny Williams .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened

Parties with No eService

Name	Address
Helix Electric of Nevada LLC	

Name	Address
APCO Construction	

Name	Address
Safeco Insurance Company of America	

Fees

Opposition to Motion For Summary Judgment - OMSJ

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$3.50
Payment Account	Peel Brimley (JP)	Transaction Id	1559115
Filing Attorney	Cary Domina	Order Id	001065883-0
Transaction Response	Authorized		

3572-098

Envelope Information

Envelope Id
1176788

Submitted Date
7/6/2017 9:47 AM PST

Submitted User Name
rjeffrey@peelbrimley.com

Case Information

Location
Department 17

Category
Civil

Case Type
Building and Construction

Case Initiation Date
1/12/2016

Case #
A-16-730091-C

Assigned to Judge
Villani, Michael

Filings

Filing Type
EFileAndServe

Filing Code
Stipulation and Order - SAO

Filing Description
Stipulation and Order to Continue
Hearing

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitted

Lead Document

File Name
170629 Stip & Order to Cont.
Hearing.pdf

Security

Download
Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	Rosie Wesp	Marquis Aurbach Coffing	No	Not Opened
Not Sent	"Avece M. Higbee, Esq." .		No	Not Opened
Not Sent	"Cody Mounteer, Esq." .		No	Not Opened

Status	Name	Firm	Served	Date Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Penny Williams .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened

Parties with No eService

Name	Address
Helix Electric of Nevada LLC	

Name	Address
Safeco Insurance Company of America	

Fees

Stipulation and Order - SAO

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$3.50
Payment Account	Peel Brimley (JP)	Transaction Id	1683223
Filing Attorney	Cary Domina	Order Id	001176788-0
Transaction Response	Authorized		

Envelope Information

Envelope Id
1196388

Submitted Date
7/11/2017 9:47 AM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 17

Category
Civil

Case Type
Building and Construction

Case Initiation Date
1/12/2016

Case #
A-16-730091-C

Assigned to Judge
Villani, Michael

Filings

Filing Type
EFileAndServe

Filing Code
Notice of Entry of Stipulation and
Order - NTSO

Filing Description
Notice of Entry of Stipulation and
Order

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

3.50

Lead Document

File Name	Security	Download
170711 NEO SAO Cont Hrg (Helix).pdf		Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	Rosie Wesp	Marquis Aurbach Coffing	No	Not Opened
Not Sent	"Avece M. Higbee, Esq."		No	Not Opened
Not Sent	"Cody Munteer, Esq."		No	Not Opened

Envelope Information

Envelope Id
1201295

Submitted Date
7/11/2017 4:40 PM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 24

Category
Civil

Case Type
Negligence - Auto

Case Initiation Date
11/26/2014

Case #
A-14-710386-C

Assigned to Judge
Crockett, Jim

Filings

Filing Type
EFileAndServe

Filing Code
Stipulation and Order - SAO

Filing Description
Stipulation and Order of Dismissal
with Prejudice

Client Reference Number
5009-003

Filing on Behalf of
John Wes Kramer, Par Electrical
Contractors Inc

Filing Status
Submitting

3-50

Lead Document

File Name	Security	Download
17711 SAO Dismissal (Par Electric).pdf		Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	"Leslie Mark Stovall, Esq."		No	Not Opened
Not Sent	"Ross Moynihan, Esq."		No	Not Opened
Not Sent	Amanda Armstrong		No	Not Opened

Envelope Information

Envelope Id

1458387

Submitted Date

9/7/2017 8:50 AM PST

Submitted User Name

rjeffrey@peelbrimley.com

Case Information

Location

Department 17

Category

Civil

Case Type

Building and Construction

Case Initiation Date

1/12/2016

Case #

A-16-730091-C

Assigned to Judge

Villani, Michael

Filings

Filing Type

EFileAndServe

Filing Code

Order Denying Motion - ODM

Filing DescriptionOrder Denying Motion for Partial
Summary Judgment**Client Reference Number**

3562-098

Filing on Behalf of

Helix Electric of Nevada LLC

Filing Status

Submitting

Lead Document

File Name

170830 ORD Denying MPSJ.pdf

Security**Download**

Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	"Avece M. Higbee, Esq." .		No	Not Opened
Not Sent	"Cody Mounthead, Esq." .		No	Not Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened

Status	Name	Firm	Served	Date Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Rosie Wesp	Marquis Aurbach Coffing	No	Not Opened

Parties with No eService

Name	Address
Helix Electric of Nevada LLC	

Name	Address
Safeco Insurance Company of America	

Fees

Notice of Entry of Order - NEOJ

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$3.50 <i>+</i>
Payment Account	Peel Brimley (JP)	Transaction Id	2007205
Filing Attorney	Cary Domina	Order Id	001463580-0
Transaction Response	Authorized		

© 2017 Tyler Technologies

Version: 3.16.2.5794

https://nevada.tylerhost.net/OfsWeb/FileAndServeModule/Envelope/ViewPrintableEnvelop... 9/7/2017

Envelope Information

Envelope Id
1463580

Submitted Date
9/7/2017 4:51 PM PST

Submitted User Name
rjeffrey@peelbrimley.com

Case Information

Location
Department 17

Category
Civil

Case Type
Building and Construction

Case Initiation Date
1/12/2016

Case #
A-16-730091-C

Assigned to Judge
Villani, Michael

Filings

Filing Type
EFileAndServe

Filing Code
Notice of Entry of Order - NEOJ

Filing Description
Notice of Entry of Order

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

Lead Document

File Name
170907 NEO Denying MPSJ.pdf

Security

Download
Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	"Avece M. Higbee, Esq."		No	Not Opened
Not Sent	"Cody Munteer, Esq."		No	Not Opened
Not Sent	Cary B. Domina		No	Not Opened
Not Sent	Penny Williams		No	Not Opened

Status	Name	Firm	Served	Date Opened
Not Sent	Penny Williams .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Rosie Wesp	Marquis Aurbach Coffing	No	Not Opened

Parties with No eService

Name **Address**
Helix Electric of Nevada LLC

Name **Address**
Safeco Insurance Company of America

Fees

Order Denying Motion - ODM

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00
 Total Filing Fee	 \$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

*Had 2 orders for e-filing.
+ 3.50 = 7.00*

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$3.50
Payment Account	Peel Brimley (JP)	Transaction Id	2001295
Filing Attorney	Cary Domina	Order Id	001458387-0
Transaction Response	Authorized		

Envelope Information

Envelope Id
1683858

Submitted Date
10/26/2017 9:16 AM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 17

Category
Civil

Case Type
Building and Construction

Case Initiation Date
1/12/2016

Case #
A-16-730091-C

Assigned to Judge
Villani, Michael

Filings

Filing Type
EFileAndServe

Filing Code
Joint Case Conference Report -
JCCR

Filing Description
Joint Case Conference Report

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

\$3.50

Lead Document

File Name	Security	Download
171026 JCCR (Helix).pdf		Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	Rosie Wesp	Marquis Aurbach Coffing	No	Not Opened
Not Sent	"Avece M. Higbee, Esq." .		No	Not Opened
Not Sent	"Cody Mounteer, Esq." .		No	Not Opened
Not Sent	Amanda Armstrong .		No	Not Opened

JA3564

Envelope Information

Envelope Id
1695170

Submitted Date
10/30/2017 2:04 PM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 12

Category
Civil

Case Type
Building and Construction

Case Initiation Date
8/22/2017

Case #
A-17-760302-C

Assigned to Judge
Leavitt, Michelle

Filings

Filing Type
EFileAndServe

Filing Code
Substitution of Attorney - SUBT

Filing Description
Amended Substitution of Attorney

Client Reference Number
8143-002

Filing on Behalf of
Universal Electric Contractors LLC

Filing Status
Submitting

\$250

Lead Document

File Name	Security	Download
171030 AMD SUB Counsel (Universal).pdf		Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	Rosey Jeffrey	Peel Brimley LLP	No	Not Opened
Not Sent	Terri Hansen	Peel Brimley LLP	No	Not Opened
Not Sent	Amanda Armstrong	Peel Brimley LLP	No	Not Opened
Not Sent	Ronald J. Cox	Peel Brimley LLP	No	Not Opened

JA3565

Case # A-16-730091-C - Helix Electric of Nevada LLC, Plaintiff(s) vs. /**Envelope Information**

Envelope Id
3469815

Submitted Date
11/20/2018 1:50 PM PST

Submitted User Name
aarmstrong@peelbrimley.com

Case Information

Location
Department 17

Category
Civil

Case Type
Building and Construction

Case Initiation Date
1/12/2016

Case #
A-16-730091-C

Assigned to Judge
Villani, Michael

Filings

Filing Type
EFileAndServe

Filing Code
Opposition to Motion in Limine - OML
(CIV)

Filing Description
Helix Electric of Nevada, LLC's
Opposition to APCO Construction's
Omnibus Motion in Limine 1-2

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
181120 OPP - Helix.pdf	Opposition to Motion in Limine - OML (CIV)		Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	Jennifer Case	Marquis Aurbach Coffing	No	Not Opened
Not Sent	"Avece M. Higbee, Esq." .		No	Not Opened
Not Sent	"Cody Mounteer, Esq." .		No	Not Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Penny Williams .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Mary Bacon	Spencer Fane LLP	No	Not Opened
Not Sent	John Randall Jefferies	Spencer Fane LLP	No	Not Opened
Not Sent	Adam Miller	Spencer Fane LLP	No	Not Opened
Not Sent	Vivian Bowron	Spencer Fane LLP	No	Not Opened

Parties with No eService

Name **Address**
Helix Electric of Nevada LLC

Name **Address**
APCO Construction

Name **Address**
Safeco Insurance Company of America

Fees

Opposition to Motion in Limine - OML (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Party Responsible for Fees	Helix Electric of Nevad...	Transaction Amount	\$3.50
Payment Account	Peel Brimley (JP)	Transaction Id	4286141
Filing Attorney	Cary Domina	Order Id	003469815-0
Transaction Response	Authorized		

© 2018 Tyler Technologies

Version: 2017.2.5.7059

Case # A-16-730091-C - Helix Electric of Nevada LLC, Plaintiff

Envelope Information

Envelope Id
3576484

Submitted Date
12/14/2018 12:37 PM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 17

Category
Civil

Case Type
Building and Construction

Case Initiation Date
1/12/2016

Case #
A-16-730091-C

Assigned to Judge
Villani, Michael

Filings

Filing Type
EFileAndServe

Filing Code
Opposition to Motion - OPPM (CIV)

Filing Description
Helix Electric of Nevada, LLC's
Opposition to APCO Construction
and Safeco Insurance Company of
America's Motion to Continue Trial

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

Lead Document

File Name
181214 OPP MTN Continue Trial
(Helix).pdf

Description
Opposition to Motion -
OPPM (CIV)

Security

Download
Original File

eService Details

JA3569

Status	Name	Firm	Served	Date Opened
Not Sent	Jennifer Case	Marquis Aurbach Coffing	No	Not Opened
Not Sent	"Avece M. Higbee, Esq." .		No	Not Opened
Not Sent	"Cody Mounteer, Esq." .		No	Not Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Penny Williams .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Mary Bacon	Spencer Fane LLP	No	Not Opened
Not Sent	John Randall Jefferies	Spencer Fane LLP	No	Not Opened
Not Sent	Adam Miller	Spencer Fane LLP	No	Not Opened
Not Sent	Vivian Bowron	Spencer Fane LLP	No	Not Opened

Parties with No eService

Name	Address
Helix Electric of Nevada LLC	

Name	Address
APCO Construction	

Name	Address
Safeco Insurance Company of America	

Fees

Opposition to Motion - OPPM (CIV)

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$3.50
Payment Account	Peel Brimley (JP)	Transaction Id	4408945
Filing Attorney	Cary Domina	Order Id	003576484-0
Transaction Response	Authorized		

© 2018 Tyler Technologies
Version: 2017.2.5.7059

Case # A-16-730091-C - Helix Electric of Nevada LLC, Plaintiff

Envelope Information

Envelope Id
3666097

Submitted Date
1/8/2019 10:42 AM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 18

Category
Civil

Case Type
Building and Construction

Case Initiation Date
1/12/2016

Case #
A-16-730091-C

Assigned to Judge
Holthus, Mary Kay

Filings

Filing Type
EFileAndServe

Filing Code
Peremptory Challenge - CHLG
(CIV)

Filing Description
Peremptory Challenge

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

Lead Document

File Name
190108 PEREMP Challenge
(Helix).pdf

Description
Peremptory Challenge -
CHLG (CIV)

Security

Download
Original File

eService Details

Status	Name	Firm	Served	Date Opened
--------	------	------	--------	-------------

JA3572

Status	Name	Firm	Served	Date Opened
Not Sent	Jennifer Case	Marquis Aurbach Coffing	No	Not Opened
Not Sent	"Avece M. Higbee, Esq." .		No	Not Opened
Not Sent	"Cody Munteer, Esq." .		No	Not Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Penny Williams .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Mary Bacon	Spencer Fane LLP	No	Not Opened
Not Sent	John Randall Jefferies	Spencer Fane LLP	No	Not Opened
Not Sent	Adam Miller	Spencer Fane LLP	No	Not Opened
Not Sent	Vivian Bowron	Spencer Fane LLP	No	Not Opened

Parties with No eService

Name	Address
Helix Electric of Nevada LLC	

Name	Address
APCO Construction	

Name	Address
Safeco Insurance Company of America	

Fees

Peremptory Challenge - CHLG (CIV)

Description	Amount
Filing Fee	\$450.00
Filing Total:	\$450.00

Total Filing Fee	\$450.00
Payment Service Fee	\$13.50
E-File Fee	\$3.50

JA3573

Case # A-16-730091-C - Helix Electric of Nevada LLC, Plaintiff

Envelope Information

Envelope Id
3755328

Submitted Date
1/25/2019 11:23 AM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 10

Category
Civil

Case Type
Building and Construction

Case Initiation Date
1/12/2016

Case #
A-16-730091-C

Assigned to Judge
Jones, Tierra

Filings

Filing Type
EFileAndServe

Filing Code
Request to Transfer to Business
Court - RTBC (CIV)

Filing Description
Request to Transfer to Business
Court

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

Lead Document

File Name
190125 RQ Transfer Business
Court (Helix).pdf

Description
Request to Transfer to
Business Court - RTBC
(CIV)

Security

Download
Original File

eService Details

JA3574

Status	Name	Firm	Served	Date Opened
Not Sent	Jennifer Case	Marquis Aurbach Coffing	No	Not Opened
Not Sent	"Avece M. Higbee, Esq." .		No	Not Opened
Not Sent	"Cody Mounteer, Esq." .		No	Not Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Penny Williams .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Mary Bacon	Spencer Fane LLP	No	Not Opened
Not Sent	John Randall Jefferies	Spencer Fane LLP	No	Not Opened
Not Sent	Adam Miller	Spencer Fane LLP	No	Not Opened
Not Sent	Vivian Bowron	Spencer Fane LLP	No	Not Opened
Not Sent	Brandi Planet	Fennemore Craig, P.C.	No	Not Opened
Not Sent	Morganne Westover	Fennemore Craig, P.C.	No	Not Opened
Not Sent	John Randy Jefferies	Fennemore Craig	No	Not Opened
Not Sent	Lela Robertson	Fennemore Craig	No	Not Opened

Parties with No eService

Name	Address
Helix Electric of Nevada LLC	

Name	Address
APCO Construction	

Name	Address
Safeco Insurance Company of America	

Fees

Request to Transfer to Business Court - RTBC (CIV)

Description	Amount
Filing Fee	\$1,260.00
Filing Total:	\$1,260.00

JA3575

Total Filing Fee	\$1,260.00
Payment Service Fee	\$37.80
E-File Fee	\$3.50

Envelope Total: \$1,301.30

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$1,301.30
Payment Account	Peel Brimley (JP)	Transaction Id	4616400
Filing Attorney	Cary Domina	Order Id	003755328-0
Transaction Response	Authorized		

© 2019 Tyler Technologies
Version: 2017.2.5.7059

JA3576

Case # A-16-730091-C - Helix Electric of Nevada LLC, Plain

Envelope Information

Envelope Id 3761252	Submitted Date 1/28/2019 9:19 AM PST	Submitted User Name thansen@peelbrimley.com
-------------------------------	--	---

Case Information

Location Department 10	Category Civil	Case Type Building and Construction
Case Initiation Date 1/12/2016	Case # A-16-730091-C	
Assigned to Judge Jones, Tierra		

Filings

Filing Type EFileAndServe	Filing Code Civil Cover Sheet - CCS (CIV)
-------------------------------------	---

Filing Description
Business Court Civil Cover Sheet

Client Reference Number

3562-098

Comments to Court

This submission is in compliance with Envelope No. 3755328 per Joshua Raak. Thank you.

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

Lead Document

File Name 190128 CCCS Business (Helix).pdf	Description Civil Cover Sheet - CCS (CIV)	Security	Download Original File
---	--	-----------------	----------------------------------

eService Details

Status	Name	Firm	Served	Date Opened
---------------	-------------	-------------	---------------	--------------------

JA3577

Status	Name	Firm	Served	Date Opened
Not Sent	Jennifer Case	Marquis Aurbach Coffing	No	Not Opened
Not Sent	"Avece M. Higbee, Esq." .		No	Not Opened
Not Sent	"Cody Mounteer, Esq." .		No	Not Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Penny Williams .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Mary Bacon	Spencer Fane LLP	No	Not Opened
Not Sent	John Randall Jefferies	Spencer Fane LLP	No	Not Opened
Not Sent	Adam Miller	Spencer Fane LLP	No	Not Opened
Not Sent	Vivian Bowron	Spencer Fane LLP	No	Not Opened
Not Sent	Brandi Planet	Fennemore Craig, P.C.	No	Not Opened
Not Sent	Morganne Westover	Fennemore Craig, P.C.	No	Not Opened
Not Sent	John Randy Jefferies	Fennemore Craig	No	Not Opened
Not Sent	Lela Robertson	Fennemore Craig	No	Not Opened

Parties with No eService

Name	Address
Helix Electric of Nevada LLC	

Name	Address
APCO Construction	

Name	Address
Safeco Insurance Company of America	

Fees

Civil Cover Sheet - CCS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

JA3578

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$3.50
Payment Account	Peel Brimley (JP)	Transaction Id	4623073
Filing Attorney	Cary Domina	Order Id	003761252-0
Transaction Response	Authorized		

© 2019 Tyler Technologies
Version: 2017.2.5.7059

JA3579

Case # A-16-730091-B - Helix Electric of Nevada LLC,

Envelope Information

Envelope Id
4037795

Submitted Date
3/25/2019 11:08 AM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 11

Case Initiation Date
1/12/2016

Assigned to Judge
Gonzalez, Elizabeth

Category
Civil

Case #
A-16-730091-B

Case Type
Other Business Court Matters

Filings

Filing Type
EFileAndServe

Filing Description
Stipulation and Order to Extend
Opposition and Reply Deadlines
and Schedule Hearing

Filing Code
Stipulation and Order - SAO (CIV)

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

Lead Document

File Name
190325 SAO Extend OPP-RPY &
Schedule Hrg (Helix).pdf

Description
Stipulation and Order -
SAO (CIV)

Security

Download
Original File

eService Details

Status

Name

Firm

Served JA3580
Date Entered

Status	Name	Firm	Served	Date
Not Sent	Amanda Armstrong .		No	Not Op
Not Sent	Cary B. Domina .		No	Not Ope
Not Sent	Rosey Jeffrey .		No	Not Oper
Not Sent	Terri Hansen .		No	Not Opene
Not Sent	Mary Bacon		No	Not Opene
Not Sent	John Randall Jefferies	Spencer Fane LLP	No	Not Opene
Not Sent	Adam Miller	Spencer Fane LLP	No	Not Opene
Not Sent	Vivian Bowron	Spencer Fane LLP	No	Not Opene
Not Sent	Brandi Planet	Spencer Fane LLP	No	Not Opene
Not Sent	Morganne Westover	Fennemore Craig, P.C.	No	Not Opene
Not Sent	John Randy Jefferies	Fennemore Craig, P.C.	No	Not Opene
Not Sent	Lela Robertson	Fennemore Craig	No	Not Opene
		Fennemore Craig	No	Not Opene
			No	Not Opene

Parties with No eService

Name	Address
Helix Electric of Nevada LLC	
APCO Construction	
Safeco Insurance Company of America	

Fees

Stipulation and Order - SAO (CIV)

Description	Amount
Filing Fee	\$0.00
Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total	\$3.50

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$3.50
Payment Account	Peel Brimley (JP)	Transaction Id	4942680
Filing Attorney	Cary Domina	Order Id	004037795-0
Transaction Response	Authorized		

© 2019 Tyler Technologies
Version: 2017.2.5.7059

Case # A-16-730091-B - Helix Electric of Nevada LLC, Plaintiff(s)vs./**Envelope Information****Envelope Id**

4071252

Submitted Date

3/29/2019 4:39 PM PST

Submitted User Name

aarmstrong@peelbrimley.com

Case Information**Location**

Department 11

Category

Civil

Case Type

Other Business Court Matters

Case Initiation Date

1/12/2016

Case #

A-16-730091-B

Assigned to Judge

Gonzalez, Elizabeth

Filings**Filing Type**

EFileAndServe

Filing CodeOpposition to Motion in Limine - OML
(CIV)**Filing Description**

Helix Electric of Nevada, LLC's
Opposition to APCO Construction's and
Safeco Insurance Company of America's
Motion in Limine No. 3 to Preclude the
Introduction of Evidence Related to
Helix's Extended General Conditions and
Motion in Limine No. 4 to Preclude any
Evidence of Helix's Accounting Date or
Job Cost Reports

Client Reference Number

3562-098

Filing on Behalf of

Helix Electric of Nevada LLC

Filing Status

Submitting

Lead Document**File Name**

190329 OPP to MIL 3 & 4 - Helix.pdf

Description**Security****Download**

JA3583

Opposition to Motion in
Limine - OML (CIV)

Original File

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Mary Bacon	Spencer Fane LLP	No	Not Opened
Not Sent	John Randall Jefferies	Spencer Fane LLP	No	Not Opened
Not Sent	Adam Miller	Spencer Fane LLP	No	Not Opened
Not Sent	Vivian Bowron	Spencer Fane LLP	No	Not Opened
Not Sent	Brandi Planet	Fennemore Craig, P.C.	No	Not Opened
Not Sent	Morganne Westover	Fennemore Craig, P.C.	No	Not Opened
Not Sent	John Randy Jefferies	Fennemore Craig	No	Not Opened
Not Sent	Lela Robertson	Fennemore Craig	No	Not Opened

Filing Type
EFileAndServe

Filing Code
Appendix - APEN (CIV)

Filing Description

Appendix to Helix Electric of Nevada,
LLC's Opposition to APCO Construction's
and Safeco Insurance Company of
America's Motion in Limine No. 3 to
Preclude the Introduction of Evidence
Related to Helix's Extended General
Conditions and Motion in Limine No. 4 to
Preclude any Evidence of Helix's
Accounting Date or Job Cost Reports

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download Original File
190329 Combined Exhibits (Appendix Nos).pdf	Appendix - APEN (CIV)		

eService Details

Status	Name	Firm	Served	Date Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Mary Bacon	Spencer Fane LLP	No	Not Opened
Not Sent	John Randall Jefferies	Spencer Fane LLP	No	Not Opened
Not Sent	Adam Miller	Spencer Fane LLP	No	Not Opened
Not Sent	Vivian Bowron	Spencer Fane LLP	No	Not Opened
Not Sent	Brandi Planet	Fennemore Craig, P.C.	No	Not Opened
Not Sent	Morganne Westover	Fennemore Craig, P.C.	No	Not Opened
Not Sent	John Randy Jefferies	Fennemore Craig	No	Not Opened
Not Sent	Lela Robertson	Fennemore Craig	No	Not Opened

Parties with No eService

Name **Address**
Helix Electric of Nevada LLC

Name **Address**
APCO Construction

Name **Address**
Safeco Insurance Company of America

Fees

Opposition to Motion in Limine - OML (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Appendix - APEN (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Party Responsible for Fees	Helix Electric of Nevad...	Transaction Amount	\$3.50
Payment Account	Peel Brimley (JP)	Transaction Id	4981708
Filing Attorney	Jeremy Holmes	Order Id	004071252-0
Transaction Response	Authorized		

Case # A-16-730091-B - Helix Electric of Nevada LLC, Plaintiff

Envelope Information

Envelope Id
4366371

Submitted Date
5/29/2019 3:23 PM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 11

Category
Civil

Case Type
Other Business Court Matters

Case Initiation Date
1/12/2016

Case #
A-16-730091-B

Assigned to Judge
Gonzalez, Elizabeth

Filings

Filing Type
EFileAndServe

Filing Code
Deposition - DEPO (CIV)

Filing Description
Plaintiff's Designation of Deposition
Testimony

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
190529 Designation of Depo Testimony (Helix).pdf	Deposition - DEPO (CIV)		Original File

eService Details

Status	Name	Firm	Served	Date Opened
--------	------	------	--------	-------------

JA3587

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$3.50
Payment Account	RLP Visa	Transaction Id	5317858
Filing Attorney	Cary Domina	Order Id	004366371-0
Transaction Response	Authorized		

© 2019 Tyler Technologies
Version: 2017.2.5.7059

Case # A-16-730091-B - Helix Electric of Nevada LLC, Plain

Envelope Information

Envelope Id
4369386

Submitted Date
5/30/2019 9:46 AM PST

Submitted User Name
thansen@peelbrimley.com

Case Information

Location
Department 11

Category
Civil

Case Type
Other Business Court Matters

Case Initiation Date
1/12/2016

Case #
A-16-730091-B

Assigned to Judge
Gonzalez, Elizabeth

Filings

Filing Type
EFileAndServe

Filing Code
Deposition - DEPO (CIV)

Filing Description
Plaintiff's Supplemental
Designation of Deposition
Testimony

Client Reference Number
3562-098

Filing on Behalf of
Helix Electric of Nevada LLC

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
190530 Designation of Depo Transcript - Supp (Helix).pdf	Deposition - DEPO (CIV)		Original File

eService Details

Status	Name	Firm	Served	Date Opened
--------	------	------	--------	-------------

JA3590

Parties with No eService

Name	Address
Safeco Insurance Company of America	

Fees

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Party Responsible for Fees	Helix Electric of N...	Transaction Amount	\$3.50
Payment Account	RLP Visa	Transaction Id	5321159
Filing Attorney	Ronnie Cox	Order Id	004369386-0
Transaction Response	Authorized		

© 2019 Tyler Technologies
Version: 2017.2.5.7059

Case # A-16-730091-B - Helix Electric of Nevada LLC, Plaintiff(s)vs.,**Envelope Information****Envelope Id**
4369358**Submitted Date**
5/30/2019 9:47 AM PST**Submitted User Name**
aarmstrong@peelbrimley.com**Case Information****Location**
Department 11**Category**
Civil**Case Type**
Other Business Court Matters**Case Initiation Date**
1/12/2016**Case #**
A-16-730091-B**Assigned to Judge**
Gonzalez, Elizabeth**Filings****Filing Type**
EFileAndServe**Filing Code**
Affidavit of Service - AOS (CIV)**Filing Description**
Affidavit/Declaration of Service - Joemel
Llamado**Client Reference Number**
3562-098**Filing on Behalf of**
Helix Electric of Nevada LLC**Filing Status**
Submitting**Lead Document****File Name**
34068891-SIGNED AFFIDAVIT.pdf**Description**
Affidavit of Service - AOS
(CIV)**Security****Download**
Original File**eService Details**

Status	Name	Firm	Served	Date Opened
--------	------	------	--------	-------------

Status	Name	Firm	Served	Date Opened
Not Sent	Amanda Armstrong .		No	Not Opened
Not Sent	Cary B. Domina .		No	Not Opened
Not Sent	Rosey Jeffrey .		No	Not Opened
Not Sent	Terri Hansen .		No	Not Opened
Not Sent	Mary Bacon	Spencer Fane LLP	No	Not Opened
Not Sent	Adam Miller	Spencer Fane LLP	No	Not Opened
Not Sent	Cheryl Landis	Fennemore Craig, P.C.	No	Not Opened
Not Sent	Brandi Planet	Fennemore Craig, P.C.	No	Not Opened
Not Sent	John Randy Jefferies	Fennemore Craig	No	Not Opened
Not Sent	Morganne Westover	Fennemore Craig, P.C.	No	Not Opened
Not Sent	Jeremy Holmes	Peel Brimley LLP	No	Not Opened
Not Sent	Chelsie A. Adams	Fennemore Craig, P.C.	No	Not Opened
Not Sent	Kassi Rife	Fennemore Craig, P.C.	No	Not Opened
Not Sent	Susan Thomas	Fennemore Craig, P.C.	No	Not Opened

Parties with No eService

Name **Address**
Helix Electric of Nevada LLC

Name **Address**
APCO Construction

Name **Address**
Safeco Insurance Company of America

Fees

Affidavit of Service - AOS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

5/30/2019

Odyssey File & Serve - Envelope Receipt

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Party Responsible for Fees	Helix Electric of Nevad...	Transaction Amount	\$3.50
Payment Account	RLP Visa	Transaction Id	5321172
Filing Attorney	Cary Domina	Order Id	004369358-0
Transaction Response	Authorized		

© 2019 Tyler Technologies
Version: 2017.2.5.7059

EXHIBIT 3

POSTAGE LOG

PEEL BRIMLEY

DATE	CLIENT NAME / FILE NO.	.46					
		1oz	2 oz	3oz	3.5 oz	4 oz	
3-1	2091-010	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	Quality - Corp. 7.71	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 7.71
3/2	1533-024 8.43	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
3/6	1601-010 1.50 1.50	@ .48	2 @ .69	@ .90	@ 1.11	1 @ 1.61	1 @ 7.05
3/7	8864-000 1.46	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	1242-028 46	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	6184-010 92	2 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
3-9	3502-0101 2.03	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 2.03
3-10	Burke / Western 2.83	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 2.83
*	1242-028 7.17	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 8.93
	7739-008 92	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 7.77
	2864-008 1.46	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	6401-0158 1.46	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
3/14	7440-002 1.90	@ .48	@ .69	1 @ .90	@ 1.11	@ 1.61	@
3/16	0632-002 14.92	1 @ .48	2 @ .69	@ .90	@ 1.11	@ 1.61	2 @ 6.77
	2023-011 7.02	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 4.56
3/17	8277-007 2.50	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 2.50
	8882-006 2.50	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 2.50
→	3562-098 7.02	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 6.50
3-21	0141-000 5.00	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 6.75
3-22	16954-008 6.75	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 6.75
	1242-028 6.75	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 6.75
	2864-005 6.75	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 6.75
	6401-0158 6.75	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 6.75
	7739-008	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
3-23	3502-001 1.19	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 1.19
3/24	7490-003 46	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	7499-002 42.81	6 @ .48	1 @ .69	@ .90	@ 1.11	@ 1.61	6 @ 6.56
	7500-002 4.281	6 @ .48	1 @ .69	@ .90	@ 1.11	@ 1.61	6 @ 6.4
	6401-0734 3.45	@ .48	5 @ .69	@ .90	@ 1.11	@ 1.61	@
*	4991-010 46	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
3-28	3700-010 14.04	2 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	2 @ 6.80
	6547-002 4599-016 (5.15)	@ .48	@ .69	1 @ .90	1 @ 1.30	@ 1.61	@
3-29	7084-024 22.77	@ .48	33 @ .69	@ .90	@ 1.11	@ 1.61	@
		@ .48	@ .69	@ .90	@ 1.11	@ 1.61	@

JA3597

POSTAGE LOG

PEEL BRIMLEY

DATE	CLIENT NAME / FILE NO.	1 oz.	2 oz	3oz	3.5 oz	4 oz	
8/3	2084- Collection	2 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	4540 - 002	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	4 @ 4.49
8/4	1125-002	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	7744-008	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 6.47
	7728-010	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	5425-002 24 x 9	1 @ .48	1 @ .69	@ .90	@ 1.11	@ 1.61	4 @ 4.47
	7728-010	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 1.35
8/10	4509-027 41.52	4 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	4 @ 4.49
	2011-001	@ .48	1 @ .69	@ .90	@ 1.11	@ 1.61	@
8/12	81248-010	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	2084- Collections	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 7.10
8/15	7458- Collection	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	3 @ 7.57
	9226-001	@ .48	1 @ .69	@ .90	@ 1.11	@ 1.61	@
8/16	3542-098	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	6184-014	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	7728-010	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
8/17	7684-010	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @
	7746-0021	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 1.75
	7483-001	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 8.88
8/22	4529-002	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	8175-032 42.18	4 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	4 @ 4.47
	4933-0106 34.70	5 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	5 @ 4.47
	5557-005 34.70	5 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	5 @ 4.47
	1096-002 31.05	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	3 @ 16.35
8/24	6991-002	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	7446-001	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	1124-002 27.80	4 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	4 @ 4.47
	7446-001	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 1.55
8/29	0208-003	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
	4933-0107 41.70	4 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	4 @ 4.47
	4933-0108 48.58	7 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	7 @ 4.47
→	3562-098	@ .48	@ .69	@ .90	@ 1.11	@ 1.61	1 @ 1.65
	FIRM - RLP - ALTERNATIVE	1 @ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
		@ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
		@ .48	@ .69	@ .90	@ 1.11	@ 1.61	@
		@ .48	@ .69	@ .90	@ 1.11	@ 1.61	@

PEEL BRIMLEY

[illegible]

EXHIBIT 4

Envision Legal Solutions

700 South 3rd Street
Las Vegas, NV 89101
Phone: (702) 805-4800



Cary B. Domina, Esq.
Peel Brimley
3333 E. Serene
Suite 200
Las Vegas, NV 89074

Invoice #2264

Date	Terms
11/06/2018	Net 15

3562-098

Job #1782 on 10/04/2018

Case: Helix Electric of Nevada vs. Apco
Construction

Shipped On: 11/06/2018

Shipped Via: Digital Delivery
Staff: Jennifer Daly

Description	Qty	Amount
Copy of the Deposition of Eric Rainer Pritzel		
Digital Delivery	1.00	\$ 10.00
PDF Transcript	1.00	\$ 25.00
Certified Copy (136 Pages)	1.00	\$ 510.00
		<hr/>
		\$ 545.00

Amount Due: \$ 545.00

Paid: \$ 0.00

Eric Rainer Pritzel deposed as the 30(b)(6) for Helix Electric.

Balance Due:	\$ 545.00
Payment Due:	11/21/2018

We accept checks, VISA, Mastercard, and American Express. Please reference the invoice number when remitting payment.

Please Remit Payment to:

Envision Legal Solutions
700 South 3rd Street
Las Vegas, Nevada 89101
Phone: (702) 805-4800
Scheduling Dept. Email: scheduling@envision.legal
Production Dept. Email: production@envision.legal
TAX ID: 81-4246843

JA3601

Envision Legal Solutions

700 South 3rd Street
Las Vegas, NV 89101
Phone: (702) 805-4800



Cary B. Domina, Esq.
Peel Brimley
3333 E. Serene
Suite 200
Las Vegas, NV 89074

Invoice #2466

Date	Terms
12/16/2018	Net 15

Job #2217 on 11/28/2018

Case: Helix Electric of Nevada vs. Apco
Construction

Shipped On:

Shipped Via: Digital Delivery
Staff: Lisa Makowski

Description	Qty	Amount
Copy of the Deposition of Robert D. Johnson		
Digital Delivery	1.00	\$ 10.00
Scanned Exhibits with OCR (142 Pages)	1.00	\$ 78.10
PDF Transcript with Linked Exhibits	1.00	\$ 25.00
Certified Copy (118 Pages)	1.00	\$ 413.00
		<hr/>
		\$ 526.10

Amount Due: \$ 526.10
Paid: \$ 0.00

Balance Due:	\$ 526.10
Payment Due:	12/31/2018

We accept checks, VISA, Mastercard, and American Express. Please reference the invoice number when remitting payment.

Please Remit Payment to:

Envision Legal Solutions
700 South 3rd Street
Las Vegas, Nevada 89101
Phone: (702) 805-4800
Scheduling Dept. Email: scheduling@envision.legal
Production Dept. Email: production@envision.legal
TAX ID: 81-4246843

JA3602

DALOS Legal Services
2831 St. Rose Pkwy.
200-234
Henderson, NV 89052



INVOICE

PEEL BRIMLEY LLP
ATTN: Cary P. Domina, Esq.
3333 E. Serene Ave
Suite 200
Henderson, NV 89074

Invoice Number: 100872
Invoice Date: 04/05/2018





In Re: HELIX ELECTRIC OF NV v. APCO CONSTRUCTION, et al.
Witness(s): Joemel Llamado
Attendance Date: 03/21/2018, 12:00 p.m.
Reporter: Lisa Makowski
Location: PEEL BRIMLEY LLP - 3333 E. Serene Ave - Suite 200 - Henderson, NV 89074

Qty	Description	Rate	Ext
1	Appearance Fee - Half Day	75.00	75.00
144	Deposition Pages with Word Index	4.09	588.96
43	Exhibits - B&W	0.25	10.75
1	Printing and binding	10.00	10.00
Invoice Total:			684.71

We Appreciate Your Business!

Tax ID: 61-1728938

Please detach bottom portion and return with payment

Invoice Number: 100872	Cardholder's Name:
Invoice Date: 04/05/2018	Card Number:
Amount Due: \$684.71	Exp. Date: Phone:
Amount Enclosed: \$	Billing Address:
CREDIT CARDS ACCEPTED	Zip: Security Code:
   	Signature:

'B'

JA3603

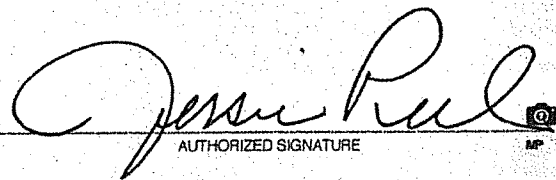
PEEL BRIMLEY LLP

GENERAL ACCOUNT 2

1075

DATE : Jul/26/2018
CHE # : 1075
AMOUNT : \$684.71
ACCOUNT: GENERAL - 3
PAID TO: Dalos Legal Services

See Attached

PEEL BRIMLEY LLP GENERAL ACCOUNT 2 3333 E SERENE AVE STE 200 HENDERSON NV 89074		CITY NATIONAL BANK AN RBC COMPANY PERSONAL & BUSINESS BANKING (800) 773-7100	10751075 16-1606/1220 DATE
Six Hundred Eighty Four *****		AMOUNT	71/100
		\$	
		Jul/26/2018	\$684.71
PAY Dalos Legal Services TO THE ORDER OF:			
See Attached		 AUTHORIZED SIGNATURE	
⑈001075⑈ ⑆122016066⑆ 370178321⑈			

PEEL BRIMLEY LLP

GENERAL ACCOUNT 2

1075

DATE : Jul/26/2018
CHE # : 1075
AMOUNT : \$684.71
ACCOUNT: GENERAL - 3
PAID TO: Dalos Legal Services
See Attached

G/L ALLOCATION
5010 : 684.71



Litigation
SERVICES
Discovery Depositions Trial

3770 Howard Hughes Prkwy.
Suite 300
Las Vegas, NV 89169
Phone: 800.330.1112
LitigationServices.com

Cary B. Domina, Esq.
Peel Brimley, LLP
3333 E. Serene Avenue
Suite 200
Henderson, NV 89074

INVOICE

Invoice No.	Invoice Date	Job No.
1178285	9/14/2017	414596
Job Date	Case No.	
9/8/2017	A-16-730091-C	
Case Name		
Helix Electronic of Nevada, LLC vs. APCO Construction		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Joseph Pelan

1,361.30

TOTAL DUE >>> \$1,361.30

AFTER 10/14/2017 PAY \$1,497.43

Please note, disputes or refunds will not be honored or issued after 30 days

(-) Payments/Credits: 0.00

(+) Finance Charges/Debits: 136.13

(=) New Balance: 1,497.43

3562 -
056

PAY

Tax ID: 27-5114755

Phone: 702-990-7272 Fax: 702-990-7273

Please detach bottom portion and return with payment.

Cary B. Domina, Esq.
Peel Brimley, LLP
3333 E. Serene Avenue
Suite 200
Henderson, NV 89074

Job No. : 414596 BU ID : LV-CR-CORP
Case No. : A-16-730091-C
Case Name : Helix Electronic of Nevada, LLC vs. APCO
Construction
Invoice No. : 1178285 Invoice Date : 9/14/2017
Total Due : \$ 1,497.43

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

PAYMENT WITH CREDIT CARD



Cardholder's Name:

Card Number:

Exp. Date:

Phone#:

Billing Address:

Zip:

Card Security Code:

Amount to Charge:

Cardholder's Signature:

Email:

JA3605

EXHIBIT 5

Daniel's Work Log

DATE	TIME SPENT	JOB	FILE CASE #	MILEAGE (If Applicable)	PARKING METER
01/04/16	2:30 TO 4:30	DELIVERY PICKUP / COURT HOUSE	7533-002 FIRM - RUN 9222-011 6990-002	43	1.00
01/05/16	2:30 TO 4:30	RECORDS.		42	0 ✓
01/06/16	2:30 TO 4:00	COURT HOUSE	7440-002	38	2.00
01/07/16	2:30 TO 4:00	PICK UPS.	FIRM - RUNS.	29	0 ✓
01/11/16	2:30 TO 4:30	COURT HOUSE PICKUP	7488-002	55	1.00
01/12/16	2:00 TO 5:00	PICKUP, RECORDS COURT HOUSE	9222-011 7440-002A 3562-098	45	2.00
01/13/16	2:30 TO 4:00	COURT HOUSE	7488-002	38	1.00
01/14/16	2:30 TO 4:00	RECORDS.	7744-010	42	0
01/15/16	2:30 TO 4:30	COURT HOUSE RECORDS	1685-002 7490-0035	38	2.00
01/19/16	2:30 TO 4:30	RECORDS.	7490-0031	45	0
<hr/>					
7533-002 (212) FIRM	8.90	15 ⁰⁰	.50 =	24.20	415
9222-011 (21)	8.50	15 ⁰⁰	0 = 23 ³⁰	= 118.04	
6990-002 (38)	15.39	20 ⁰⁰	2.00 = 37 ³⁹	9.00	
7440-002 (55)	22.27	30 ⁰⁰	1.00 = 53.27		
7488-002 (2012)	9.11	15 ⁰⁰	1.00 = 25.11		177.07
9222-011 (14)	4.69	10 ⁰⁰	.50 = 18.11		
7440-002A (42)	17.01	25 ⁰⁰	0 = 42.01		
3562-098 (36)	15.39	20 ⁰⁰	2.00 = 37.39		
7488-002 (2.50)	9.11	15 ⁰⁰	0 = 24.11		
7744-010					
1685002					
7490-0035					
7490-0031					

Daniel's Work Log

[illegible]

7488-002 (26)	10.53	15 ⁰⁰	0	=	25.63
6983-004 (53)	21.46	30 ⁰⁰	0	=	51.46
9222-010 (53)	21.46	30 ⁰⁰	0	=	51.46
8942-006 (1074)	5.56	10 ⁰⁰	1.50	=	16.06
8942-008					
1465-012 1685-002					
8942-006 24-88-002					
7452-002 (1074)	4.15	10 ⁰⁰	1.75	=	14.90
3562-098					
7768-010					
8942-008					
8942-006 (38)	15.39	20 ⁰⁰	2.00	=	37.39
8942-006 (19)	7.69	10 ⁰⁰	1.00	=	18.69
1685-002 (19)	7.69	10 ⁰⁰	1.00	=	18.69
3562-098					
6975-005 (38)	15.39	20 ⁰⁰	2.00	=	37.39
7488-002 (20)	8.10	10 ⁰⁰	2.00	=	20.10
6972-005					
8942-006 (19)	7.69	10 ⁰⁰	1.50	=	19.19

✓
B

Daniel's Work Log

DATE	TIME SPENT	JOB	FILE CASE #	MILEAGE (If Applicable)	PARKING NOTES
05/11/16	2:30 4:30 TO	DELIVERIES COURT HOUSE	1105-002 4508-001	37	2.00 ✓
05/12/16	2:45 4:30 TO	RECORDS COURT HOUSE	8434-002 1105-002	41	2.00 ✓
05/13/16	11:00 11:30 TO	PICK UP	7533-022	21	0 ✓
05/13/16	2:30 4:30 TO	RECORDS. COURT HOUSE	3562-097 7533-022	41	2.00 ✓
05/16/16	2:00 3:30 TO	DELIVERY	3562-098	50	0 ✓
05/17/16	2:30 4:30 TO	RECORDS. COURT HOUSE	3562-097 6184-013	41	2.00 ✓
05/18/16	8:30 11:30 TO	R.L.P. HOUSE	FIRM - RUN	10	0
05/18/16	2:30 4:30 TO	PICKUP RECORDS	7533-022 1105-002/6983-010	41	0 ✓
05/19/16	2:30 4:45 TO	PICK UP COURT HOUSE	3562-097 7488-002/2103-003	58	2.00 ✓
05/23/16	2:30 4:30 TO	RECORDS COURT HOUSE	FIRM - RUN	41	2.00 ✓
05/24/16	2:30 4:30 TO	RECORDS COURT HOUSE	7464-010 3562-097	41	2.00 ✓
05/25/16	2:30 4:00 TO	PICK UP COURT HOUSE	4551-002 FIRM - RUN	35	2.00 ✓
05/26/16	2:30 4:00 TO	COURT HOUSE	5226-002/ 6972-005/7533-022	38	2.00 ✓
				195.00	18.00
				\$200.47	
				\$18.-	
				\$218.47	

13

RunkS

1105-002	(18 1/2)	7.49	- 10 ⁰⁰	-	1.00	18.49
4508-001						
8434-002	(20 1/2)	8.30	- 15 ⁰⁰		1.00	24.30
1105-002						
7533-022	(21)	8.50	- 15 ⁰⁰	0		23.50
3562-097	(20 1/2)	8.30	- 15 ⁰⁰		1.00	24.30
7533-022						
→ 3562-096	(50)	20.25	- 25 ⁰⁰	0		45.25
3562-097	(20 1/2)	8.30	15 ⁰⁰		1.00	24.30
6184-013						
7533-022	(13.66)	5.53	10 ⁰⁰	0		15.53
1105-002						
6983-010						
3562-097	(19.33)	7.82	10 ⁰⁰	.66		18.48
2103-003						
7488-002						
7464-010	(20 1/2)	8.30	15 ⁰⁰		1.00	24.30
3562-097						
4551-002	(17 1/2)	7.08	10 ⁰⁰		1.00	18.08
Item						
5226-000	(12.66)	5.12	10 ⁰⁰	.66		15.78
6972-005						
7533-022						

1 3 1

Date	Time Spent (Hours)	Location	File Number	Mileage	Additional Costs	Reason
→ 05/10/16	1.0	9555 Hillwood Dr. Ste 150	3562-098	50	✓	
05/11/16	1.0	7866 w Sahara Ave	1105-002	33	✓	
05/20/16	1.0	500 s. Grand Central Pkwy	6401-0168	29	✓	
05/26/16	1.0	RJC - 200 Lewis Ave.	6401-0168	33	✓	
05/26/16	1.0	5701 w Sahara Ave QMC Office	FIRM	18		

→ 3562-098 (50) 20.25 - 25.00 = 45.25
 1105-002 (33) 13.36 - 20.00 = 33.36
 6401-0168 (29) 11.74 - 15.00 = 26.74
 6401-0168 (33) 13.36 - 20.00 = 33.36
 Total 163 \$ -
 \$66.01

"B"

Date	Time Spent (Hours)	Location	File Number	Mileage	Additional Costs	Reason
06/02/16	1.0	5808 W Spring Mt	7744-007	26	10.53	15.00 = 25.53
06/08/16	1.0	State Bar of NV	2103-003	28	11.34	15.00 = 26.34
06/10/16	1.0	RJC - 200 Lewis Ave.	2103-003	33	13.36	20.00 = 33.36
06/13/16	2.0	8985 Eastern, 2850 W Horizon Ridge, 3800 Howard Hughes	7533-021	28	11.34	15.00 = 26.34
06/16/16	1.0	RJC - 200 Lewis Ave.	0004-013	33	13.36	20.00 = 33.36
06/17/16	1.0	RJC - 200 Lewis Ave.	0004-013	33	13.36	20.00 = 33.36
06/27/16	1.0	RJC - 200 Lewis Ave.	7490-003	33	13.36	20.00 = 33.36
06/27/16	1.0	Frys Electronics	1059-014	14	\$ 129.76	two external hard drives for document production
			5.67 + 10.00		15.67	
→ 06/28/16	1.0	9555 Hillwood Dr	3562-098	28	11.34 +	15.00 = 26.34
06/28/16	1.0	9060 w cheyenne ave	6983-004	28	11.34 +	15.00 = 26.34

Total	284	\$ 129.76
-------	-----	-----------

115.02
 + 129.76 - two external hard drives
~~115.02~~
244.78

Daniel's Work Log

DATE	TIME SPENT	JOB	FILE CASE #	MILEAGE (If Applicable)	PARKING METER
09/27/16	8:00 8:30 TO.	AIRPORT PICK UP	FIRM - RUN	13	2.00
09/27/16	2:30 TO. 4:30	PICK UP DOUBLY	7487-002	43 ✓	0
09/28/16	2:30 TO. 4:45	PICK UP. COURT HOUSE	7739-006/7744-008 7308-005/3562-098	38 ✓	2.00
09/28/16	8:00 TO 8:30 9:30 TO 10:00	PICK UP JEFFERSON AND TESSIE	FIRM RUN	16	0
09/30/16	2:30 TO 4:00	RESTORATIONS	7748-008 7490-003	41 ✓	0
09/30/16	11:30 TO 12:00	PICK UP LUNCH 3 DAYS.	FIRM - RUN	15	0
10/03/16	10:00 TO 11:30	COURT HOUSE	4551-002	38 ✓	2.00
10/03/16	11:30 TO. 12:00	RLP HOUSE AND PICKUP WCH.	FIRM - RUN	16	0
10/03/16	2:30 TO 4:15	RESTORATIONS	7484-011	41 ✓	0
10/04/16	2:30 TO 4:30	COURT HOUSE	FIRM - RUN	38	2.00
10/05/16	VARIOUS TIMES. 1.5 HRS. APPROX.	LUNCHES COURT HOUSE	FIRM - RUN	10	0
10/06/16	2:15 TO. 4:15	RESTORATIONS COURT HOUSE	7440-003 SSS 7490-003 D 7490-003 CC	41 ✓	2.00
				350	
7487-002	(43) 17.42	25.00 =	42.42	141.75	
7739-004 7744-008 7308-050 3562-098	(9 1/2) 3.85	10.00 + .50 =	14.35	10.00	
7748-008 7490-003	(20 1/2) 8.30	15.00 0 = 23.30		151.75	
4551-002	(38) 15.39	20.00 2.00 = 37.39			
7484-011	(41) 16.61	25.00 0 = 41.61			
7490-003-SSS	(13 1/2) 5.34	10.00 .66 = 11.00			
7490-003A					
7490-003C					

"B"

Daniel's Work Log

DATE	TIME SPENT	JOB	FILE CASE #	MILEAGE (If Applicable)	PARKING NOTES
02/15/17	2:30 TO. 4:30	RECORDERS.	7490-002 R	41 ✓	0
02/16/17	10:00 TO. 12:00	COURT HOUSE	7490-003 7488-002	38 ✓	3.00
02/16/17	2:30 TO. 4:00	FAMILY COURT PICK UP	1112-002 7490-003	36 ✓	0
02/21/17	3:00 TO. 4:45	COURT HOUSE	2091-016	45 ✓	3.00
02/22/17	2:00 TO. 5:00	FAMILY COURT RECORDERS COURT HOUSE	1112-002 1246-001 FIRM-RUN 02061003	43 ✓	3.00
02/23/17	2:30 TO. 4:00	COURT HOUSE	1112-002	38 ✓	3.00
02/24/17	2:30 TO. 4:00	DEPUTY COURT HOUSE	1121-001 2091-016	38 ✓	3.00
02/27/17	2:30 TO. 4:00	COURT HOUSE	0206-002 7488-002 3562-0102	38 ✓	3.00
02/28/17	2:30 TO. 4:00	PICK UP COURT HOUSE	6580-002 0206-002	38 ✓	3.00
03/01/17	2:30 TO. 4:00	COURT HOUSE DEPUTY	FIRM-RUN 6580-002	40 ✓	3.00
03/02/17	2:30 TO. 4:30	RECORDERS COURT HOUSE	7490-003 C, M, R, W	41 ✓	3.00
03/03/17	2:30 TO. 4:00	COURT HOUSE	4551-002	38 ✓	3.00
03/06/17	2:30 TO. 4:00		7490-003 (T) (W) 8937-002	38 ✓	3.00
03/06/17			7744-010	38 ✓	3.00
03/07/17			7744-010 3562-098	38 ✓	3.00
03/08/17			7490-003	38 ✓	3.00
03/09/17			FIRM-RUN 5009-003	13	2.00
03/09/17		RECORDERS. COURT HOUSE	7744-010 7490-003	41	5.00
				680	- 149
				275.40	
				47.00	
				\$324.40	"
					B

7490-002	(41)	16.61	25 ⁰⁰	0 =	41.61
7490-003	(19)	7.70	10 ⁰⁰	1.50 =	19.20
7488-002	(36)	14.58	20 ⁰⁰	0 =	34.58
1112-002	(22 1/2)	9.11	15 ⁰⁰	1.50 =	25.41
7490-003	(14 3/4)	5.80	10 ⁰⁰	1.00 =	16.80
2091-016					
1112-002					
1246-009					
FIRM					
0206-002	(19)	7.70	10 ⁰⁰	1.50 =	19.20
1112-002	(19)	7.70	10 ⁰⁰	1.50 =	19.20
1121-001					
2091-016	(12.66)	5.13	10 ⁰⁰	1.00 =	16.13
0206-002					
7488-002					
3562-0102					
6580-002	(19)	7.70	10 ⁰⁰	1.50 =	19.20
0206-002	(20)	8.10	10.00	1.50 =	19.60
6580-002	(10 1/4)	4.15	10 ⁰⁰	.75 =	14.90
FIRM					
7490-003	(38)	15.39	20 ⁰⁰	3.00 =	38.39
M. QQQ WWWW	(12.66)	5.13	20 ⁰⁰	1.00 =	16.13
4551-002	(38)	15.39	20 ⁰⁰	3.00 =	38.39
7490-003	(19)	7.70	20 ⁰⁰	1.50 =	29.20
8937-002	(38)	15.39	20 ⁰⁰	3.00 =	38.39
7744-010					
7744-010					
3562-098					
7490-003	(20 1/2)	8.30	15 ⁰⁰	2.50 =	25.80
5009-003					
7490-003					

Daniel's Work Log

[illegible]

FIRM	(41)					
3547-003		16.61	25 ⁰⁰	- 3 ⁰⁰	=	44.61 ÷ 2 = 22.31 ✓
FIRM	(38)					
0208-010		15.39	20 ⁰⁰	- 3 ⁰⁰	=	38.39 ÷ 2 = 19.20 ✓
7490-003 AAA, GGG, LL, RRR	(114) (2012)		6.70			
0208-004		8.20	10 ⁰⁰	- 2.00	=	20.30 19.20 (PUNED) ✓
4551-002	(38)	15.39	20 ⁰⁰	- 3.00	=	38.39 ✓
0208-004	(38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38.39 ✓
5226-002	(19)	7.70	10 ⁰⁰	1.00	=	19.20 ✓
3542-098						
7744-009	(38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38.39 ✓
7739-009	(2012)	15.39 8.30	15 ⁰⁰	3 ⁰⁰	=	26.30 ✓
0206-002						
✓ 0141-006	(7.66)	7.15	10 ⁰⁰	3 ⁰⁰	=	20 ¹⁵
7491-002						
7491-002						
6990-002	(2012)	8.10	10 ⁰⁰	3.00	=	21.10 19.20
0141-006						
7491-002	(19)	7.70	10 ⁰⁰	1.00	=	19.20
0141-006						
7490-003	(19)	7.70	10 ⁰⁰	1.50	=	19.20
7491-002						

↑ B'

Daniel's Work Log

DATE	TIME SPENT	JOB	FILE CASE #	MILEAGE (If Applicable)	PARKING MATERIAL
05/12/17	2:30 4:00 TO	COURT HOUSE	7744-009	38	3.00
05/15/17	2:30 4:00 TO	COURT HOUSE	7491-002	38	3.00
05/16/17	2:30 4:00 TO	DELIVERY	3562-089	25	0
05/17/17	2:30 4:00 TO.	COURT HOUSE	FIRM - RUN	38	3.00
05/18/17	9:30 11:00 TO.	DELIVERIES.	3547-003	41	0 ✓
05/18/17	12:30 1:30 TO.	RLO HOUSE	FIRM - RUN	11	0 ✓
→ 05/23/17	10:00 11:15 TO	COURT HOUSE	3562-098	38	3.00 ✓
05/23/17	2:30 4:00 TO.	DELIVERIES COURT HOUSE	0208-004/ 5226-002/4557-005	38	3.00
→ 05/24/17	2:30 4:00 TO.	COURT HOUSE	3562-098	38	3.00
05/25/17	2:30 4:00 TO	COURT HOUSE	8943-001	38	6.00
05/30/17	2:30 4:00 TO.	COURT HOUSE	8937-002	38	3.00
05/31/17	2:30 4:00 TO.	COURT HOUSE	FIRM - RUN 7490-003	38	3.00
06/01/17	2:30 4:00 TO.	COURT HOUSE	8937-002	38	3.00
06/02/17	10:00 11:30 TO	COURT HOUSE	3401-002	38	3.00
06/02/17	2:00 4:00 TO.	DELIVERIES	5226-002 3401-002	46	0 ✓
06/05/17	7:45 8:45 TO.	DELIVERY	5226-002	27	0
				568	36.00
			"B"	230.04	
				36.00	
				\$266.04	

7744-009 (38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38 ³⁹ ✓
7491-002 (38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38 ³⁹ ✓
3562-689 (25)	10.13	15 ⁰⁰	0	=	25 ¹³ ✓
3547-003 (41)	16.61	25 ⁰⁰	0	=	41.61 ✓
→ 3562-098 (38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38 ³⁹ ✓
0208-004 (12.66)	5.13	10 ⁰⁰	1 ⁰⁰	=	16.13 ✓
5226-002					
4557-003					

→ 3562-098 (38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38 ³⁹ ✓
8943-001 (38)	15.39	20 ⁰⁰	- 6 ⁰⁰	-	41.39 ✓
8937-002 (38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38 ³⁹ ✓
FIRM 7490-003 (19)	7.70	10 ⁰⁰	1.50	=	19.20 ✓
June 1 8937-002 (38)	15.39	20 ⁰⁰	- 3 ⁰⁰	=	38 ³⁹
3401-002 (38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38 ³⁹
5226-002 (23)	9.32	15 ⁰⁰	0	=	24.32
3401-002 (21)	10.92	15 ⁰⁰	0	=	25.92
5226-002					

1 B

Daniel's Work Log

DATE	TIME SPENT	JOB	FILE CASE #	MILEAGE (If Applicable)	PARKING NOTES
06/23/17	2:00 3:30 TO.	COURT HOUSE	3401-002	38	3.00 ✓
06/26/17	2:30 4:00 TO.	COURT HOUSE	3401-002	38	3.00 ✓
06/27/17	2:30 4:00 TO.	COURT HOUSE	3562-0100/3401-002/6580-002	38	3.00 ✓
→ 06/28/17	2:30 4:30 TO.	DELIVERY, PICK UP COURT HOUSE	6996-002 3562-098	53	3.00 ✓
06/29/17	2:45 4:30 TO.	COURT HOUSE	7744-009 3562-0100/3401-002	38	3.00 ✓
→ 07/05/17	2:30 5:00 TO.	RECORDS COURT HOUSE	6134-001 3562-098/5009-003	41	3.00 ✓
→ 07/10/17	2:30 4:00 TO.	COURT HOUSE	3401-002 8937-002/3562-098	38	3.00 ✓
07/11/17	2:30 4:00 TO.	COURT HOUSE	5009-003	38	3.00 ✓
07/12/17	2:30 3:30 TO	COURT HOUSE	5639-003	38	3.00 ✓
07/13/17	9:00 10:00 TO.	DELIVERY	FIRM-RUN	57	0
07/13/17	2:45 4:45 TO.	DELIVERIES COURT HOUSE	5639-003/ 0206-002/7954-020	53	3.00 ✓
07/14/17	2:30 4:00 TO.	DELIVERY COURT HOUSE	3401-002	38	3.00 ✓
07/17/17	2:30 4:00 TO.	COURT HOUSE	3401-002	38	3.00 ✓
07/18/17	2:30 4:00 TO.	COURT HOUSE	FIRM-RUN 2091-018	38	3.00 ✓
07/19/17	10:15 12:00 TO.	DELIVERIES PICK UP	3401-002 4557-003/2091-018	53	0 ✓
07/19/17	3:30 5:00 TO.	PICK UP DELIVERY	3562-014	33	0 ✓
07/20/17	8:00 9:00 TO	COURT HOUSE	3401-002 2091-018	38	3.00
				104	286.74
					39.90
					325.74

$$3401-002 \left. \begin{matrix} (38) \\ (38) \end{matrix} \right\} 15.39 \quad 20^{00} \quad 3^{00} \quad = 38.39$$

$$3401-002 \left. \begin{matrix} (38) \\ (38) \end{matrix} \right\} 15.39 \quad 20^{00} \quad \emptyset \quad = 35.39$$

$$\begin{matrix} 3562-0100 \\ 3401-002 \\ 6580-002 \end{matrix} \left. \begin{matrix} (12.66) \\ (12.66) \end{matrix} \right\} 5.13 \quad 10^{00} \quad 1.00 \quad = 16.13$$

$$\rightarrow \begin{matrix} 6996-002 \\ 3562-098 \\ 2744-009 \end{matrix} \left. \begin{matrix} (26.12) \\ (12.66) \end{matrix} \right\} 10.73 \quad 15^{00} \quad 1.50 \quad = 27.23$$

$$\begin{matrix} 3562-0100 \\ 3401-002 \end{matrix} \left. \begin{matrix} (12.66) \\ (12.66) \end{matrix} \right\} 5.13 \quad 10^{00} \quad 1.00 \quad = 16.13$$

$$\rightarrow \begin{matrix} 6134-001 \\ 3562-098 \\ 5009-003 \end{matrix} \left. \begin{matrix} (13.66) \\ (13.66) \end{matrix} \right\} 5.53 \quad 10^{00} \quad 1.00 \quad = 16.53$$

$$\rightarrow \begin{matrix} 3401-002 \\ 8937-002 \\ 3562-098 \end{matrix} \left. \begin{matrix} (12.66) \\ (12.66) \end{matrix} \right\} 5.13 \quad 10^{00} \quad 1.00 \quad = 16.13$$

$$5009-003 \left. \begin{matrix} (38) \\ (38) \end{matrix} \right\} 15.39 \quad 20^{00} \quad 3^{00} \quad = 38.39$$

$$5639-003 \left. \begin{matrix} (38) \\ (38) \end{matrix} \right\} 15.39 \quad 20^{00} \quad 3^{00} \quad = 38.39$$

$$\begin{matrix} 5639-003 \\ 0206-002 \\ 7254-020 \end{matrix} \left. \begin{matrix} (17.66) \\ (17.66) \end{matrix} \right\} 7.15 \quad 10^{00} \quad 1.00 \quad = 18.15$$

$$3401-002 \left. \begin{matrix} (38) \\ (38) \end{matrix} \right\} 15.39 \quad 20^{00} \quad 3^{00} \quad = 38.39$$

$$3401-002 \left. \begin{matrix} (38) \\ (38) \end{matrix} \right\} 15.39 \quad 20^{00} \quad 3^{00} \quad = 38.39$$

$$\begin{matrix} 3401-002 \\ 2091-018 \end{matrix} \left. \begin{matrix} (19) \\ (19) \end{matrix} \right\} 7.70 \quad 10^{00} \quad 1.50 \quad = 19.20$$

$$\begin{matrix} 3401-002 \\ 4557-003 \\ 2091-018 \end{matrix} \left. \begin{matrix} (17.66) \\ (17.66) \end{matrix} \right\} 7.15 \quad 10^{00} \quad \emptyset \quad = 17.15$$

$$3562-0104 \left. \begin{matrix} (83) \\ (83) \end{matrix} \right\} 13.37 \quad 20^{00} \quad \emptyset \quad = 33.37$$

$$\begin{matrix} 3401-002 \\ 2091-018 \end{matrix} \left. \begin{matrix} (19) \\ (19) \end{matrix} \right\} 7.70 \quad 10^{00} \quad 1.50 \quad = 19.20$$

36

Daniel's Work Log

DATE	TIME SPENT	JOB	FILE CASE #	MILEAGE (If Applicable)	PARKING METER
08/28/17	2:30 4:00 to.	DELIVERY COURT HOUSE	1371-002 4557-003	38	3.00 ✓
08/29/17	10:00 11:15 to.	COURT HOUSE	5226-002	38	0 ✓
08/29/17	2:30 4:00 to.	COURT HOUSE	8222-002 8882-006/3557-030	38	3.00 ✓
→ 08/30/17	2:30 4:00 to.	COURT HOUSE	3562-098	38	3.00 ✓
08/31/17	2:00 4:00 to.	PICK UPS	FIRM-RUN	34	0
08/31/17	11:00 11:30 X 5	PICK UP LUNCHES.	FIRM-RUN.	38	0
→ 09/05/17	2:30 4:00 to	COURT HOUSE	7491-002 3562-098	38	3.00 ✓
09/06/17	10:00 11:15 to	COURT HOUSE	4557-003	38	3.00 ✓
09/06/17	2:30 4:00 to.	COURT HOUSE	7491-002 7465-002	38	4.00 ✓
09/07/17	2:30 4:00 to.	COURT HOUSE	0206-002	38	4.00 ✓
09/08/17	7:30 10:00 to.	COURT HOUSE	6996-002	38	6.00 ✓
09/08/17	10:30 11:30 to.	COURT HOUSE	3401-002	38	3.00 ✓
09/11/17	2:30 4:00 to.	COURT HOUSE	7490-003	38	3.00 ✓
09/12/17	2:30 4:00 to	COURT HOUSE	5226-002 0206-002	38	3.00 ✓
09/13/17	2:45 4:00 to.	COURT HOUSE	7490-003	38	3.00 ✓
09/14/17	1:00 3:00 to.	COURT HOUSE	5226-002 7490-003	38	4.00 ✓
09/15/17	7:30 8:30 to.	PICKUP	FIRM-RUN	24	0
09/15/17	2:30 4:00 to.	COURT HOUSE	5226-002	38	3.00 ✓
				666	\$4800
				269.73	
				48.00	
				\$317.73	

4557-003	(19)	7.70	10 ⁰⁰	1.50	=	19.20
1247-002				1.00		20.70
5226-002	(38)	15.39	20 ⁰⁰	0	=	35.39
8222-002	(1266)	5.13	10 ⁰⁰	3.00 1.00	=	16.13
8852-006						
3557-030						
3562-078	(38)	15.39	20 ⁰⁰	3.00	=	38.39
7491-002	(19)	7.70	10 ⁰⁰	1.50	=	20.70 19.20
3562-098	(38)	15.39	20 ⁰⁰	3.00	=	38.39
4557-003	(19)	7.70	10 ⁰⁰	2.00	=	19.70
7491-002						
7465-002	(38)	15.39	20 ⁰⁰	4.00	=	39.39
0206-002	(38)	15.39	20 ⁰⁰	6.00	=	41.39
6996-002	(38)	15.39	20 ⁰⁰	3.00	=	38.39
3401-002	(38)	15.39	20 ⁰⁰	3.00	=	38.39
7490-003	(19)	7.70	10 ⁰⁰	1.50	=	19.20
5226-002	(38)	15.39	20 ⁰⁰	3.00	=	38.39
0206-002	(19)	7.70	10 ⁰⁰	2.00	=	19.70
7490-003	(38)	15.39	20 ⁰⁰	3.00	=	38.39
5226-002						
7490-003						
5226-002	(38)	15.39	20 ⁰⁰	3.00	=	38.39

7

Daniel's Work Log

DATE	TIME SPENT	JOB	FILE CASE #	MILEAGE (If Applicable)	PARKING METER
10/18/17	9:30 11:00 TO.	COURT HOUSE	7344-011	38	4.00 ✓
10/19/17	2:45 TO. 4:15	COURT HOUSE	7533-024	38	3.00 ✓
10/23/17	2:30 4:00 TO.	COURT HOUSE	7533-021	38	3.00 ✓
10/24/17	1:15 TO. 3:00	COURT HOUSE	0547-014 5226-002	38	4.00 ✓
10/25/17	10:00 TO. 11:00	DELIVERY	7308-050	24	0 ✓
10/25/17	2:30 TO. 4:00	COURT HOUSE	7490-003	38	3.00 ✓
10/26/17	10:00 TO. 11:00	DELIVERY TO E.Z. R.V. FOR R.L.P.	1246-008 FIRM-RVN	15	0 ✓
10/26/17	2:15 TO 4:15	PICK UP COURT HOUSE	8937-002 5226-002	38	3.00 ✓
→ 10/27/17	10:00 TO. 11:15	COURT HOUSE	3562-098	38	3.00 ✓
10/30/17	2:30 TO. 4:00	PICK UP DELIVERY	0451-010 FIRM-RVN	39	0 ✓
10/31/17	2:15 TO 4:15	PICK UP DELIVERY	2091-018 2091-019	36	0 ✓
11/01/17	2:30 TO. 4:00	RECORDS	6184-010	41	0
11/02/17	2:30 TO. 4:00	COURT HOUSE	7490-033 +H	38	3.00
11/06/17	2:30 TO 4:00	COURT HOUSE	8937-002	38	3.00
11/07/17	2:30 TO. 4:00	COURT HOUSE	7490-033 +H	38	3.00
			B	535 miles	36.00
				216.68	
				36.00	
				252.68	

October 2017

7744-011	(38)	15.39	20 ⁰⁰	+4.00	=	39.39
7533-024	(38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38.39
7533-021	(38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38.39
0544-014	(18 1/2)	7.49	10 ⁰⁰	2 ⁰⁰	=	19.49
3226-002	(24)	9.72	15 ⁰⁰	0	=	24.72
7358-050	(38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38.39
7490-083	(7 1/2)	3.04	10 ⁰⁰	0	=	13.04
1246-008	(19)	7.70	10 ⁰⁰	1.50	=	19.20
8987-002	(38)	15.39	20 ⁰⁰	3 ⁰⁰	=	38.39
0226-002	(19)	7.70	10 ⁰⁰	0	=	17.70
0451-010	(18)	7.29	10 ⁰⁰	0	=	17.29

! B''

NATIONWIDE LEGAL LLC

COURT INSTRUCTIONS

PHONE (702) 385-5444

FAX (702) 385-1444



NV157598

064 - COURTESY COPY PDF

FIRM NAME: & ADDRESS:

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson NV, 89074

PHONE #: (702) 990-7272

FAX #: (902) 990-7273

CONTACT: Amanda Armstrong EMAIL: aarmstrong@peelbrimley.com

BILLING / FILE #: 3562-098

DATE GENERATED #: 11/20/2018

CUST #: 21239

COURT :

DUE DATE #: 11/20/2018

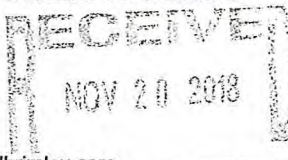
CLARK COUNTY JUSTICE COURT

200 LEWIS AVE, 2ND FLOOR, LAS VEGAS, NV 89101

CASE# A-16-730091-C

CASE TITLE: Helix Electric of Nevada, LLC VS. APCO
Construction, et al.

DOCUMENTS:



11

STATUTE DATE: 11/20/2018

HEARING DATE:

DEPT. 17

NLS DATE REC'D:

- ☐ FILE / CONFORM
- ☐ FILE AND SERVE
- ☒ COURTESY COPY DELIVERY
- ☐ RECORD
- ☐ COURT RESEARCH
- ☐ CERTIFIED

- ☐ Advanced Fees \$.00
- ☐ Adv Fees approved by

SPECIAL INSTRUCTIONS

Please deliver Opposition to Dpt. 17

DRIVER#
DATE:
TIME:

8250
11-20
4:35

REPORTS / COMMENTS:

COURTESY
COPY

☒ COMPLETED

☐ FILING SUBMITTED TO COURT ON

☐ REJECTED

☐ FILING CONFIRMED/REJECTED - SPOKE TO: DATE:

NATIONWIDE LEGAL

COURT INSTRUCTIONS

PHONE (702) 385-5444
FAX (702) 385-1444



NV173793

002 - SAME DAY COURT RUN

FIRM NAME: & ADDRESS:

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson NV, 89074

PHONE #: (702) 990-7272
FAX #: (902) 990-7273

CONTACT: Terri Hansen EMAIL: thansen@peelbrimley.com

BILLING / FILE #: 3562-098

DATE GENERATED #: 3/20/2019

CUST #: 21239

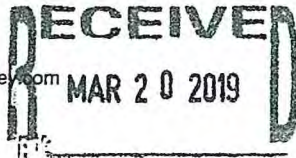
DUE DATE #: 3/20/2019

COURT :

DISTRICT COURT CLARK COUNTY
200 Lewis Ave, Las Vegas, NV 89101
CASE# A-16-730091-B

CASE TITLE: Helix Electric of Nevada, LLC VS. APCO
Construction, et al.

DOCUMENTS: Stipulation and Order to Extend
Opposition and Reply Deadlines and Schedule Hearing



3

STATUTE DATE: 3/20/2019

HEARING DATE:

DEPT. 11

NLS DATE REC'D:

- ☐ FILE / CONFORM
- ☐ FILE AND SERVE
- ☐ COURTESY COPY DELIVERY
- ☐ RECORD
- ☐ COURT RESEARCH
- ☐ CERTIFIED

- ☐ Advanced Fees \$.00
- ☐ Adv Fees approved by

SPECIAL INSTRUCTIONS

Please deliver the Stipulation to Dept. 11 for the Judge's signature. Please return it to me after the Judge signs. Thank you.

8250
3-20

REPORTS / COMMENTS:

☒ **COMPLETED**

☐ FILING SUBMITTED TO COURT ON _____

☐ REJECTED _____

☐ FILING CONFIRMED/REJECTED - SPOKE TO: _____ DATE: _____

NATIONWIDE LEGAL LLC

COURT INSTRUCTIONS
PHONE (702) 385-5444
FAX (702) 385-1444



NV175602

002 - SAME DAY COURT RUN

FIRM NAME: & ADDRESS:

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson NV, 89074

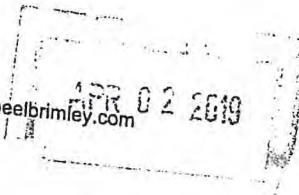
PHONE #: (702) 990-7272
FAX #: (902) 990-7273

CONTACT: Amanda Armstrong EMAIL: aarmstrong@peelbrimley.com
BILLING / FILE #: 3562-098
DATE GENERATED #: 4/2/2019

CUST #: 21239
DUE DATE #: 4/2/2019

COURT :

DISTRICT COURT CLARK COUNTY
200 Lewis Ave, Las Vegas, NV 89101
CASE# A-16-730091-C
CASE TITLE: Helix Electric VS. APCO Construction
DOCUMENTS:



STATUTE DATE: 4/2/2019

HEARING DATE:

DEPT. 11

NLS DATE REC'D: 4/2/2019

- ☐ FILE / CONFORM
- ☐ FILE AND SERVE
- ☒ COURTESY COPY DELIVERY
- ☐ RECORD
- ☐ COURT RESEARCH
- ☐ CERTIFIED

- ☐ Advanced Fees \$.00
- ☐ Adv Fees approved by

SPECIAL INSTRUCTIONS

Please deliver Courtesy Copies (~~attached~~) to dpt. 11. Thanks!

DRIVER# 8250
DATE: 4-2-19
TIME: 4:15

REPORTS / COMMENTS:

COURTESY
COPY

☒ **COMPLETED**

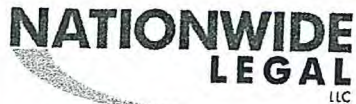
☐ FILING SUBMITTED TO COURT ON _____

☐ REJECTED _____

☐ FILING CONFIRMED/REJECTED - SPOKE TO: _____

DATE: _____

JA3632

**COURT INSTRUCTIONS**

PHONE (702) 385-5444

FAX (702) 385-1444

**NV184540**

002 - SAME DAY COURT RUN

FIRM NAME: & ADDRESS:PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson NV, 89074

PHONE #: (702) 990-7272

FAX #: (902) 990-7273

CONTACT: Terri Hansen EMAIL: thansen@peelbrimley.com

BILLING / FILE #: 3562-098

DATE GENERATED #: 5/31/2019

CUST #: 21239

DUE DATE #: 5/31/2019

COURT :

DISTRICT COURT CLARK COUNTY

200 Lewis Ave, Las Vegas, NV 89101

CASE# A-16-730091-B

CASE TITLE: Helix Electric VS. APCO Construction

DOCUMENTS: Helix's Opposition to Motion to Exclude
the Testimony of Kurt Williams

STATUTE DATE: 5/31/2019

HEARING DATE:

DEPT. 11

NLS DATE REC'D:

- ☐ FILE / CONFORM
- ☐ FILE AND SERVE
- ☒ COURTESY COPY DELIVERY
- ☐ RECORD
- ☐ COURT RESEARCH
- ☐ CERTIFIED

- ☐ Advanced Fees \$.00
- ☐ Adv Fees approved by

SPECIAL INSTRUCTIONS

Please deliver courtesy copy of Helix's Opposition to Dept. 11. Thank you.

REPORTS / COMMENTS:☐ FILING SUBMITTED TO COURT ON _____☐ REJECTED _____☐ FILING CONFIRMED/REJECTED - SPOKE TO: _____ DATE: _____

**MESSENGER INSTRUCTIONS**

PHONE (702) 385-5444

FAX (702) 385-1444

**NV184529****012 - HOT DELIVERY - 2 HOUR****FIRM NAME: & ADDRESS:****CUST #: 21239**PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson NV, 89074

PHONE #: (702) 990-7272

FAX #: (902) 990-7273

CONTACT: Terri Hansen EMAIL: thansen@peelbrimley.com

BILLING / FILE #: 3562-098

DATE GENERATED #: 5/31/2019

CASE NAME #: Helix Electric VS APCO Construction

CASE #: A-16-730091-B

012 - HOT DELIVERY - 2 HOUR**DUE DATE #: 5/31/2019****SPECIAL INSTRUCTIONS:**

Please deliver 2 boxes of Trial Exhibits and one redweld with original deposition transcripts. Thank you.

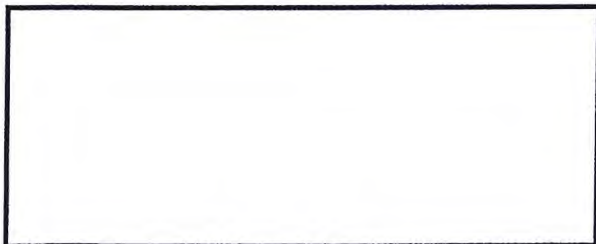
PICKUP FROM:Pickup Date/Time: 5/31/2019 11:18 AM
PEEL BRIMLEY LLP
Terri Hansen
3333 E Serene Ave Suite 200
Henderson, NV 89074
(702) 990-7272

Pickup Instructions:

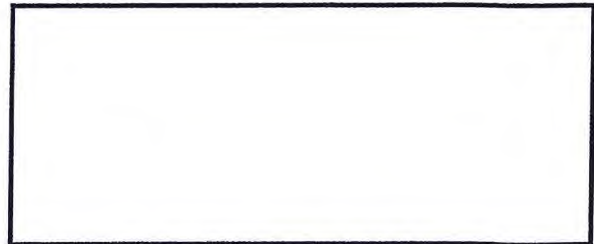
DELIVER TO:Delivery Date/Time: 5/31/2019
District Court - Dept. 11

200 Lewis Ave Suite: Dept. 11
Las Vegas, NV 89155
(702) 671-4378

Delivery Instructions:



SIGNATURE



PRINTED NAME / TIME

**COURT INSTRUCTIONS**

PHONE (702) 385-5444

FAX (702) 385-1444

**NV184540****002 - SAME DAY COURT RUN****FIRM NAME: & ADDRESS:**PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson NV, 89074

PHONE #: (702) 990-7272

FAX #: (902) 990-7273

CONTACT: Terri Hansen EMAIL: thansen@peelbrimley.com

BILLING / FILE #: 3562-098

DATE GENERATED #: 5/31/2019

CUST #: 21239

DUE DATE #: 5/31/2019

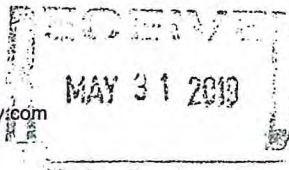
COURT :

DISTRICT COURT CLARK COUNTY

200 Lewis Ave, Las Vegas, NV 89101

CASE# A-16-730091-B

CASE TITLE: Helix Electric VS. APCO Construction

DOCUMENTS: Helix's Opposition to Motion to Exclude
the Testimony of Kurt Williams

3

STATUTE DATE: 5/31/2019**HEARING DATE:****DEPT. 11****NLS DATE REC'D:**

- ☐ FILE / CONFORM
- ☐ FILE AND SERVE
- ☒ COURTESY COPY DELIVERY
- ☐ RECORD
- ☐ COURT RESEARCH
- ☐ CERTIFIED

- ☐ Advanced Fees \$.00
- ☐ Adv Fees approved by

SPECIAL INSTRUCTIONS

Please deliver courtesy copy of Helix's Opposition to Dept. 11. Thank you.

DRIVER# 8300
DATE: 5/31
TIME: 4:00**REPORTS / COMMENTS:**

COURTESY

COPY

[RECEIVED]

☐ FILING SUBMITTED TO COURT ON _____☐ REJECTED _____☐ FILING CONFIRMED/REJECTED - SPOKE TO: _____

DATE: _____

NATIONWIDE LEGAL HOT

MESSENGER INSTRUCTIONS

PHONE (702) 385-5444

FAX (702) 385-1444



NV184526

012 - HOT DELIVERY - 2 HOUR

FIRM NAME: & ADDRESS:

CUST #: 21239

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson NV, 89074

PHONE #: (702) 990-7272

FAX #: (902) 990-7273

CONTACT: Terri Hansen EMAIL: thansen@peelbrimley.com

BILLING / FILE #: 3562-098

DATE GENERATED #: 5/31/2019

CASE NAME #: Helix Electric VS APCO Construction

CASE #: A-16-730091-B

012 - HOT DELIVERY - 2 HOUR

DUE DATE #: 5/31/2019

SPECIAL INSTRUCTIONS:

Please deliver the trial binders to Ms. Planet at Fenemore Craig.
Thank you.

PICKUP FROM:

Pickup Date/Time: 5/31/2019 11:14 AM
PEEL BRIMLEY LLP
Terri Hansen
3333 E Serene Ave Suite 200
Henderson, NV 89074
(702) 990-7272

Pickup Instructions:

DELIVER TO:

Delivery Date/Time: 5/31/2019
Fennemore Craig
Brandi Planet
300 S. Fourth Street Suite:1400
Las Vegas, NV 89101
(702) 791-8203

Delivery Instructions:

8237
12:51

HOT

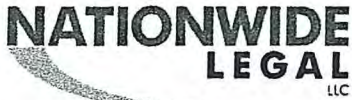
SIGNATURE

Cindy I. 12:51

PRINTED NAME / TIME

Order#: NV184526/WORKM

JA3636



COURT INSTRUCTIONS
PHONE (702) 385-5444
FAX (702) 385-1444



NV184184

002 - SAME DAY COURT RUN

FIRM NAME: & ADDRESS:

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson NV, 89074

PHONE #: (702) 990-7272
FAX #: (902) 990-7273

CONTACT: Terri Hansen EMAIL: thansen@peelbrimley.com
BILLING / FILE #: 3562-098
DATE GENERATED #: 5/30/2019

CUST #: 21239

DUE DATE #: 5/30/2019

COURT :

DISTRICT COURT CLARK COUNTY
200 Lewis Ave, Las Vegas, NV 89101
CASE# A-16-730091-C
CASE TITLE: Helix Electric VS. APCO Construction

DOCUMENTS: Plaintiff's Designation of Deposition
Testimony and Supplemental Designation of
Deposition Testimony

MAY 30 2019

3

STATUTE DATE: 5/30/2019

HEARING DATE: 6/3/2019

DEPT. 11

NLS DATE REC'D:

- ☐ FILE / CONFORM
- ☐ FILE AND SERVE
- ☐ COURTESY COPY DELIVERY
- ☐ RECORD
- ☐ COURT RESEARCH
- ☐ CERTIFIED

- ☐ Advanced Fees \$.00
- ☐ Adv Fees approved by

SPECIAL INSTRUCTIONS

Please deliver courtesy copies to Dept. 11. Thank you.

DRIVER# 8300
DATE: 5/30
TIME:

REPORTS / COMMENTS:

4/20

COURTESY
COPY

☐ FILING SUBMITTED TO COURT ON

☐ REJECTED

☐ FILING CONFIRMED/REJECTED - SPOKE TO: DATE:

Nationwide Legal, LLC
1609 James M Wood Blvd., Los Angeles, CA 90015
T (213) 249-9999 F (213) 249-9990
www.nationwideasap.com

NATIONWIDE
LEGAL

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	March 20, 2019	NV172786-01

Bill To:

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson, NV 89074

Caller: Terri Hansen
File No: 3562-0110
Subject:
Case No: A-18-786082-C
Plaintiff: Helix Electric
Defendant: HRHH, et al.

Documents: SAO Vacate Hearings and Grant Leave to Plaintiff to File its Second Amended Mechanic's Lien Foreclosure Complaint

DESCRIPTION OF SERVICES RENDERED	QUANTITY	UNIT PRICE	AMOUNT
Same Day Court Run			25.00
Description: COMPLETED AT CLARK COUNTY DISTRICT COURT ON 3/20/2019 AT 11:23 AM			
		TOTAL DUE	\$ 25.00

Thank you for choosing Nationwide Legal, LLC!
For billing inquiries, please contact our Accounting Department at (213) 249-9999.



Remit To:

Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	March 20, 2019	NV172786-01

TOTAL DUE:

\$ 25.00

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.
2. MAKE CHECKS PAYABLE TO Nationwide Legal, LLC

Service Type: 002 - SAME DAY COURT RUN

Order#:NV172786-01/INVOICEPa

JA3638

Nationwide Legal, LLC
1609 James M Wood Blvd., Los Angeles, CA 90015
T (213) 249-9999 F (213) 249-9990
www.nationwideasap.com

**NATIONWIDE
LEGAL**

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	March 20, 2019	NV173596-01

Bill To:
PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson, NV 89074

Caller: Terri Hansen
File No: 3562-098
Subject:
Case No: A-16-730091-C
Plaintiff: Helix Electric of Nevada, LLC
Defendant: APCO Construction, et al.

Documents:

DESCRIPTION OF SERVICES RENDERED	QUANTITY	UNIT PRICE	AMOUNT
Base Charge			15.00
Description: Delivered from 300 S. Fourth Street Las Vegas, NV, 89101 to Terri Hansen @ 3333 E Serene Ave Suite 200 Henderson, NV, 89074			
TOTAL DUE			\$ 15.00

Thank you for choosing Nationwide Legal, LLC!
For billing inquiries, please contact our Accounting Department at (213) 249-9999.



Remit To:

Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	March 20, 2019	NV173596-01

TOTAL DUE:

\$ 15.00

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.
2. MAKE CHECKS PAYABLE TO **Nationwide Legal, LLC**

Service Type: 010 - STANDARD DELIVERY - 4 HRS

Order#:NV173596-01/INVOICEPa

JA3639

Nationwide Legal, LLC

1609 James M Wood Blvd., Los Angeles, CA 90015
T (213) 249-9999 F (213) 249-9990
www.nationwideasap.com

**NATIONWIDE
LEGAL**

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	March 22, 2019	NV173793-01

Bill To:

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson, NV 89074

Caller: Terri Hansen

File No: 3562-098

Subject:

Case No: A-16-730091-B

Plaintiff: Helix Electric of Nevada, LLC

Defendant: APCO Construction, et al.

Documents: Stipulation and Order to Extend Opposition and Reply Deadlines and Schedule Hearing

DESCRIPTION OF SERVICES RENDERED	QUANTITY	UNIT PRICE	AMOUNT
Same Day Court Run			25.00
Description: COMPLETED AT DISTRICT COURT CLARK COUNTY ON 3/22/2019 AT 11:01 AM			
		TOTAL DUE	\$ 25.00

Thank you for choosing Nationwide Legal, LLC!
For billing inquiries, please contact our Accounting Department at (213) 249-9999.



Remit To:

Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	March 22, 2019	NV173793-01

TOTAL DUE:**\$ 25.00**

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.

2. MAKE CHECKS PAYABLE TO **Nationwide Legal, LLC**

NATIONWIDE LEGAL

NEVADA LLC

1609 James M Wood Blvd., Los Angeles, CA 90015
Phone: (213) 249-9999

STATEMENT

Page	Customer No.
1	21239
STATEMENT DATE	Total Due
3/31/2019	\$ 519.00

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson, NV 89074

FOR BILLING INQUIRIES PLEASE CONTACT

FEIN: 20-8284527

		Customer No.	Page	Statement Date	Amount Due				
		21239	1	3/31/2019	\$ 519.00				
Order No.	DATE	Case Title	Ref No.	Inv Amt	Payment	Total			
NV172786-01 002 - SAME DAY COURT RUN	3/20/2019	Contact: Terri Hansen Helix Electric vs. HRHH, et al.	Filing at: CLARK COUNTY DISTRICT COURT 3562-0110	25.00	.00	25.00			
NV172929-01 002 - SAME DAY COURT RUN	3/20/2019	Contact: Terri Hansen Forte Specialty Cont vs. Western Architectura	Filing at: CLARK COUNTY DISTRICT COURT 2091-016	25.00	.00	25.00			
NV173285-01 002 - SAME DAY COURT RUN	3/20/2019	Contact: Terri Hansen W&W-AFCO Steel LLC vs. Soneet R. Kapila	Filing at: DISTRICT COURT CLARK COUNTY 2080-002	25.00	.00	25.00			
NV173412-01 002 - SAME DAY COURT RUN	3/20/2019	Contact: Terri Hansen Vision Building Syst vs. Chimera Golf Club	Filing at: CLARK COUNTY DISTRICT COURT 8421-013	25.00	.00	25.00			
NV173596-01 010 - STANDARD DELIVERY - 4 HRS	3/20/2019	Contact: Terri Hansen Helix Electric of Ne vs. APCO Construction, e	Special: Special 3562-098	15.00	.00	15.00			
NV173718-01 010 - STANDARD DELIVERY - 4 HRS	3/21/2019	Contact: Amanda Armstrong AllPro Painters vs. Mathais Cox	Special: Special 0208-003	24.00	.00	24.00			
NV173793-01 002 - SAME DAY COURT RUN	3/22/2019	Contact: Terri Hansen Helix Electric of Ne vs. APCO Construction, e	Filing at: DISTRICT COURT CLARK COUNTY 3562-098	25.00	.00	25.00			
NV174329-01 023 - SPECIAL FILING - IMMEDIATELY	3/25/2019	Contact: Terri Hansen Tonopah Solar Energy vs. Brahma Group	Filing at: FIFTH JUDICIAL DISTRICT 0630-003	175.00	.00	175.00			
NV174366-01 002 - SAME DAY COURT RUN	3/28/2019	Contact: Terri Hansen Helix Electric vs. Clark County Recorde	Filing at: CLARK COUNTY DISTRICT COURT 3562-0110	25.00	.00	25.00			
NV175073-01 099 - MONTHLY RETAINER	3/28/2019	Contact: Afton George vs.	Special: Special	125.00	.00	125.00			
NV175127-01 010 - STANDARD DELIVERY - 4 HRS	3/29/2019	Contact: Terri Hansen W&W-AFCO Steel LLC vs. Soneet R. Kapila	Special: Special 2080-002	15.00	.00	15.00			
NV175129-01 010 - STANDARD DELIVERY - 4 HRS	3/29/2019	Contact: Terri Hansen Komatsu Equipment vs. Global Excavation	Special: Special Komatsu	15.00	.00	15.00			

Current	OVER 30 Days	OVER 60 Days	OVER 90 Days
1,034.00	666.00	1,245.50	.00

PAYMENT DUE UPON RECEIPT

JA3641

2945.00

Nationwide Legal, LLC

1609 James M Wood Blvd., Los Angeles, CA 90015
T (213) 249-9999 F (213) 249-9990
www.nationwideasap.com

**NATIONWIDE
LEGAL**

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	May 31, 2019	NV184526-01

Bill To:

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson, NV 89074

Caller: Terri Hansen

File No: 3562-098

Subject:

Case No: A-16-730091-B

Plaintiff: Helix Electric

Defendant: APCO Construction

Documents:

DESCRIPTION OF SERVICES RENDERED	QUANTITY	UNIT PRICE	AMOUNT
Base Charge	15.00	25.00	55.00
Weight			10.50
Description: Delivered from 3333 E Serene Ave Suite 200 Henderson, NV, 89074 to CINDY @ 300 S. Fourth Street Las Vegas, NV, 89101			
		TOTAL DUE	\$ 65.50

Thank you for choosing Nationwide Legal, LLC!

For billing inquiries, please contact our Accounting Department at (213) 249-9999.



Remit To:

Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	May 31, 2019	NV184526-01

TOTAL DUE:**\$ 65.50**

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.

2. MAKE CHECKS PAYABLE TO **Nationwide Legal, LLC**

Service Type: 012 - HOT DELIVERY - 2 HOUR

Order#: NV184526-01/INVOICEPa

JA3642

Nationwide Legal, LLC
1609 James M Wood Blvd., Los Angeles, CA 90015
T (213) 249-9999 F (213) 249-9990
www.nationwideasap.com

NATIONWIDE
LEGAL

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	May 31, 2019	NV184529-01

Bill To:

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson, NV 89074

Caller: Terri Hansen
File No: 3562-098
Subject:
Case No: A-16-730091-B
Plaintiff: Helix Electric
Defendant: APCO Construction

Documents:

DESCRIPTION OF SERVICES RENDERED	QUANTITY	UNIT PRICE	AMOUNT
Base Charge	16.00	25.00	57.00
Weight			21.00
Description: Delivered from 3333 E Serene Ave Suite 200 Henderson, NV, 89074 to CLERK CAME OUT TO RECEIVE 2 BOXES AND RED WELL @ 200 Lewis Ave Las Vegas, NV, 89155			
		TOTAL DUE	\$ 78.00

Thank you for choosing Nationwide Legal, LLC!
For billing inquiries, please contact our Accounting Department at (213) 249-9999.



Remit To:

Nationwide Legal, LLC
1609 James M Wood Blvd.
Los Angeles, CA 90015

ACCOUNT NO:	DATE ENTERED:	CONTROL #:
21239	May 31, 2019	NV184529-01

TOTAL DUE:

\$ 78.00

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.
2. MAKE CHECKS PAYABLE TO: Nationwide Legal, LLC

NATIONWIDE LEGAL

NEVADA LLC

1609 James M Wood Blvd., Los Angeles, CA 90015
Phone: (213) 249-9999

STATEMENT

Page	Customer No.
1	21239
STATEMENT DATE:	Total Due
5/31/2019	\$ 732.00

PEEL BRIMLEY LLP
3333 E Serene Ave Suite 200
Henderson, NV 89074

FOR BILLING INQUIRIES PLEASE CONTACT

FEIN: 20-8284527

		Customer No.	Page	Statement Date	Amount Due				
		21239	1	5/31/2019	\$ 732.00				
Order No.	DATE	Case Title	Ref No.	Inv Amt	Payment	Total			
NV179584-01	5/6/2019	Contact: Terri Hansen 030 - STANDARD PROCESS - 48 to 72 HRS	Servee: A-1 Office Machine Co., Inc. RLMW INVESTMENTS, LL vs. A-1 OFFICE MACHINE C 6953-002	55.00	.00	55.00			
NV180170-01	5/6/2019	Contact: Amanda Armstrong 010 - STANDARD DELIVERY - 4 HRS	Special: Special Komatsu Equipment Co vs. Global Excavation LL 4098-002	15.00	.00	15.00			
NV178761-01	5/7/2019	Contact: Amanda Armstrong 020 - STANDARD FILING - 4 HRS	Filing at: DISTRICT COURT CLARK COUNTY NV Underground LLC vs. L & R Integrity 4557-005	25.00	.00	25.00			
NV179279-01	5/7/2019	Contact: Amanda Armstrong 020 - STANDARD FILING - 4 HRS	Filing at: DISTRICT COURT CLARK COUNTY In Re Fontainebleau/ vs. Kapila 2080-002	25.00	.00	25.00			
NV179624-01	5/7/2019	Contact: Amanda Armstrong 020 - STANDARD FILING - 4 HRS	Filing at: DISTRICT COURT CLARK COUNTY Lawrence Doors vs. WTD 4563-002	25.00	.00	25.00			
NV180419-01	5/9/2019	Contact: Amanda Armstrong 020 - STANDARD FILING - 4 HRS	Filing at: DISTRICT COURT CLARK COUNTY Forte vs. NVP1 2091-018	25.00	.00	25.00			
NV180413-01	5/13/2019	Contact: Amanda Armstrong 020 - STANDARD FILING - 4 HRS	Filing at: DISTRICT COURT CLARK COUNTY Tradewinds vs. BB4B 7684-026	25.00	.00	25.00			
NV181516-01	5/13/2019	Contact: Amanda Armstrong 020 - STANDARD FILING - 4 HRS	Filing at: DISTRICT COURT CLARK COUNTY Fast-Trac Electric vs. Alliance Electric 2002-006	25.00	.00	25.00			
NV180417-01	5/14/2019	Contact: Amanda Armstrong 020 - STANDARD FILING - 4 HRS	Filing at: DISTRICT COURT CLARK COUNTY Gateway Master LLC vs. Sunworld Constructio 2559-002	25.00	.00	25.00			
NV180584-01	5/14/2019	Contact: Amanda Armstrong 020 - STANDARD FILING - 4 HRS	Filing at: DISTRICT COURT CLARK COUNTY Copper Creek vs. Shamrock 1105-004	25.00	.00	25.00			
NV181016-01	5/14/2019	Contact: Amanda Armstrong 020 - STANDARD FILING - 4 HRS	Filing at: DISTRICT COURT CLARK COUNTY Gateway Master LLC vs. Sunworld Constructio 2559-002	25.00	.00	25.00			
NV182314-01	5/18/2019	Contact: Amanda Armstrong 010 - STANDARD DELIVERY - 4 HRS	Special: Special Sturgeon Electric vs. All Net Development 7214-029	163.50	.00	163.50			
NV183522-01	5/28/2019	Contact: Terri Hansen 001 - NEXT DAY COURT RUN	Filing at: DISTRICT COURT CLARK COUNTY Forte Specialty vs. Western Arhitectural 2091-016	5.00	.00	5.00			
NV184415-01	5/30/2019	Contact: Afton George 099 - MONTHLY RETAINER	Special: Special VS.	125.00	.00	125.00			
NV184526-01	5/31/2019	Contact: Terri Hansen 012 - HOT DELIVERY - 2 HOUR	Special: Special Helix Electric vs. APCO Construction 3562-098	65.50	.00	65.50			
NV184529-01	5/31/2019	Contact: Terri Hansen 012 - HOT DELIVERY - 2 HOUR	Special: Special Helix Electric vs. APCO Construction 3562-098	78.00	.00	78.00			

PAYMENT DUE UPON RECEIPT

JA3644

EXHIBIT 6

JA3645

28621

PEEL & BRIMLEY LLP

DATE : Jan/12/2016
 CHE # : 28621
 AMOUNT : \$30.00
 ACCOUNT: GENERAL - 3
 PAID TO: Insurance Commissioner

Summons & Complaint

CLIENT: 3562 - Helix Electric of Nevada, LLC.
 MATTER: 3562-098

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

PEEL & BRIMLEY LLP
 3333 E. SERENE AVE., SUITE 200
 HENDERSON, NV 89074-6568
 (702) 990-7272

WELLS FARGO
 WELLS FARGO BANK, N.A.
 NEVADA
 94-7074/3212

28621
 28621
 NUMBER

Thirty ***** 00/100

DATE Jan/12/2016 AMOUNT \$30.00

Insurance Commissioner

PAY TO THE ORDER OF

Summons & Complaint

Shield

TRUE WATER MARK PAPER HOLD TO LIGHT TO VIEW PAPER CONTAINS TONER MACHINE PROPERTIES HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

028621 321270742 8863395227

PEEL & BRIMLEY LLP

DATE : Jan/12/2016
 CHE # : 28621
 AMOUNT : \$30.00
 ACCOUNT: GENERAL - 3
 PAID TO: Insurance Commissioner
 Summons
 CLIENT:
 MATTER:
 LAWYER:
 3078 E.
 Suite 9
 Las Vegas,
 NV
 89120
 File No.

** GENERAL BALANCES **
 UNBILLED DISB

30.00
 2211.00

28621

0.00

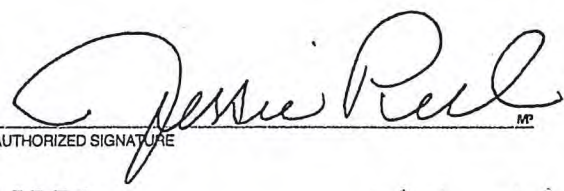
CHECK REQUEST

Case/Client Name: Helix
 File No.: 3562-098
 Amount: \$ 30.00
 Payable to: Insurance Commissioner
 Purpose: Serve Summons/Complaint

DATE : Feb/22/2018
 CHE # : 10772
 AMOUNT : \$30.00
 ACCOUNT: GENERAL - 1
 PAID TO: Joemel Llamado

Depo Subpoena

CLIENT: 3562 - Helix Electric of Nevada, LLC.
 MATTER: 3562-098

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM	
PEEL BRIMLEY LLP 3333 E. SERENE AVE., SUITE 200 HENDERSON, NV 89074 (702) 990-7272	CITY NATIONAL BANK (800) 773-7100
Thirty ***** 00/100	10772 16-1606/1220
Joemel Llamado	DATE: Feb/22/2018 AMOUNT: \$30.00
PAY TO THE ORDER OF Depo Subpoena	AUTHORIZED SIGNATURE: 
"010772" 122016066 370 171289	

PEEL BRIMLEY LLP

10772

DATE : Feb/22/2018
 CHE # : 10772
 AMOUNT : \$30.00
 ACCOUNT: GENERAL - 1
 PAID TO: Joemel Llamado
 Depo Subpoena
 3562 - Helix Electric of Nevada, LLC.
 MATTER : 3562-098
 LAWYER : Richard L Peel
 3078 E. Sunset Rd
 Suite 9
 Las Vegas
 NV
 89120

** GENERAL BALANCES **

UNBILLED DISBS: 0.00
 A/R BALANCE : 0.00

** TRUST BALANCES **

Trust Acct 1: 0.00

TRUST BALANCE : 0.00

File No. 3562-098-- vs. APCO (Craig Ranch Park)

CHECK REQUEST

Case/Client Name: Allen

File No.: 3562-098

Amount: \$ 30.00

Payable to: Joe nel KBMM LL amado

Purpose: Depo Surprena

Date Ordered: 1/22 Time Needed: _____

Requested by: AMH Check Number: 10772

SPECIAL INSTRUCTIONS: _____

3345719 (0240-003)	SATORI INC c/o CSC SERVICES OF NEVADA, INC., REGISTERED AGENT	May 8, 2019	Issued	\$50.00	\$50.00
3343385 (2565-002)	JONES LANG LASALLE AMERICAS, INC. c/o CSC SERVICES OF NEVADA, INC., REGISTERED AGENT	May 8, 2019	Paid	\$50.00	\$0.00
3355610 (0353-011 Ames Construction)	BILL WELLMAN	May 10, 2019	Issued	\$50.00	\$50.00
3325621 (0233-002)	JOSE MUNOZ	May 13, 2019	Issued	\$95.00	\$95.00
3325715 (0233-002)	KIRK LARSON	May 15, 2019	Issued	\$250.00	\$250.00
3359499 (0353-011)	CH2M HILL ENGINEERS, INC c/o CT CORPORATION SYSTEM, REGISTERED AGENT	May 17, 2019	Issued	\$175.10	\$175.10
3325726 (0233-002)	MITCHELL MANN	May 17, 2019	Issued	\$275.00	\$275.00
3406891 (Helix v. APCO)	JOEMEL LLAMADO	May 28, 2019	Issued	\$113.00	\$113.00
				Total:	\$2,739.10
				Amount Paid:	(\$1,306.00)
				Balance Due:	\$1,433.10

ACE Executive Services, LLC (NV #2021C) • 8275 S EASTERN AVE STE 200, LAS VEGAS, NV 89123

Call: 702-919-7223 • Email: info@aceexecutiveservices.com • Visit: aceexecutiveservices.com

EXHIBIT 7

UNIVERSAL PETTY CASH ENVELOPE

AUDITED BY

REFERENCE

CK. NO.

DATE

INSTRUCTIONS

THE UNIVERSAL PETTY CASH ENVELOPE IS A DEVICE TO RECORD PETTY DISBURSEMENTS. ALL PAYMENTS SHOULD BE SUPPORTED BY A UNIFORM VOUCHER (SEE FORM DI-3389) PROPERLY SIGNED BY RECIPIENT. TOGETHER WITH ANY SUPPORTING BILL OR AUTHORIZATION. PAYMENTS SHOULD BE LISTED IN ORDER DISTRIBUTED TO THE PROPER GENERAL LEDGER ACCOUNT, REGARDLESS OF SYSTEM IN USE, IT WILL SERVE EITHER AS A CHECK ON DISTRIBUTION MADE UNDER THE IMPREST SYSTEM OR A JOURNAL ENTRY TO THE PETTY CASH ACCOUNT.

REFERENCE

JR. FOLIO

CASHIER

			Meals Parbery Distribution															TOTAL	
DATE	VO. NO.	PAID TO																\$	
4 ?	From	Kneadus	11 00															11 00	From
4 12	From	Balboa's Pizza	61 78															61 78	From
4 ?	0547-009	Parbery		6 -														6 -	"B"
5 3	From	Kneadus	14 81															14 81	From
5 31	3547-002	Entity Capers			4 -													4 00	"B"
5 2	4551-002	Sup for Delivery	10 -															10 -	"B"
5 17	3562-078	Parbery		6 -														6 -	"B"
5 2	4561-002	Meal, Metro Pizz	94 81															94 81	"B"
5 17	From	Lunch First Ave Subs	48 24															48 24	From
5 24	From	Cuppy Kreme	30 56															30 56	From
5 1	From	0206-002 PKG		12 -														12 -	"B"
6 7	4490-003	Parbery		6 -														6 -	"B"
6 6	5639-003	Liz (2 kids) Justice Ct				3 -												3 -	"B"
6 15	From	Whole Foods	11 99														11.99	11 99	From
6 21	From	Parbery		9 -														9 -	From
6 19	From	Rachels Pizzeria	11 64															11 64	From
6 24	From	3562-0104 - Mail						6 59										6 59	"B"
6 24	From	Meals - Claim Jump	39 53															39 53	From
6 27	From	Claim Jump	45 43															45 43	From
TOTAL			388 81	39 -	4 -	3 -	6 59											411 40	

145-AGU 3562-019

LEWIS CENTER GARAGE
321 CASINO CENTER DR
LAS VEGAS, NV

Receipt 3019
05/17/17 09:06 LH 4 PM 4 EXCH 7266
05/17/17 08:12 In 05/17/17 09:06 Out
VISA 065090 \$ 6.00-
XXXXXXXXXX616
Approval No.: 034112
Reference No.: 0003
PLEASE CALL FOR MONTHLY RATES
DUNLAP PARKING
(702) 392-7988

VALET SERVICES AVAILABLE

JA3652

UNIVERSAL PETTY CASH ENVELOPE

AUDITED BY		<p>INSTRUCTIONS</p> <p>THE UNIVERSAL PETTY CASH ENVELOPE IS A DEVICE TO RECORD PETTY DISBURSEMENTS. ALL PAYMENTS SHOULD BE SUPPORTED BY A UNIFORM VOUCHER (SEE FORM DI-3389) PROPERLY SIGNED BY RECIPIENT. TOGETHER WITH ANY SUPPORTING BILL OR AUTHORIZATION. PAYMENTS SHOULD BE LISTED IN ORDER DISTRIBUTED TO THE PROPER GENERAL LEDGER ACCOUNT, REGARDLESS OF SYSTEM IN USE, IT WILL SERVE EITHER AS A CHECK ON DISTRIBUTION MADE UNDER THE IMPREST SYSTEM OR A JOURNAL ENTRY TO THE PETTY CASH ACCOUNT.</p>															REFERENCE	
DATE																	CK. NO.	
CASHIER																	REFERENCE	
																	JR. FOLIO	

DATE	VO. NO.	PAID TO	<div style="text-align: center;"> <i>Neale Park Distribution</i> </div>												TOTAL		
6 21	7491-002	Parking	15	-												\$ 15 -	B
6 27	6401-013	Parking	9	-												9 -	B
6 27	Firm	Firm Kake	31	-												31 -	Firm
7 3	Firm	Amstein's	12	98												12 98	Firm
7 19	9222-010	Doc's											25	-		25 -	B
7 20	0206-002	Parking	12	-												12 -	B
7 24	Firm	Donuts	12	75												12 75	Firm
7 27	3557-03	Parking	6	-												6 -	B
7 30	7465-002	Parking	9	-												9 -	B
7 26	3562-098	Parking	18	-												18 -	B
6 27	2091-010	CA DX'S											2	-		2 -	B
6 27	2091-010	CA DX'S											2	-		2 -	B
7 24	5639-003	Unif. Copy											3	-		3 -	B
7 24	7490-003	pp + 22											6	-		6 -	B
7 24	7139-009	CA DX'S											3	-		3 -	B
7 24	7490-003	DX'S											9	-		9 -	B
7 28	Firm	Krupy K. Hare	10	99												10 99	Firm
7 13	Firm	Capacitors	42	02												42 02	Firm
7 10	Firm	Cafe Rice	10	29												10 29	
TOTAL			120	03	69	-	50	00									

3562-88

DP LV 13 LEWIS ST GARAGE
321 CASINO CENTER DR
LAS VEGAS, NV 89101
(702) 382-7988

pd SALE

MD: 5833 Store: 0001 Term: 0005
REF#: 00000051
Batch #: 060 RRN: 72077629858
07/26/17 10:58:40
Trans ID: 387207646008890
APPR CODE: 007714
VISA
*****6816
Chip
/

AMOUNT \$18.00

APPROVED

VISA DEBIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSL 68 00

CUSTOMER COPY

805308

Rule 16 (Interne
Helix v.
Apco
B'

pd

Douglas Parking
Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 42569

Ticket No. 65479

[Lane - 2]

In: 8:43 am Mar04/19
Out: 9:36 am Mar04/19

1 Rate \$6.00

BALANCE DUE	\$6.00
CASH	\$6.00

May 14 2019 10:07 AM

TRANSACTION RECORD

Card Number : XXXXXXXXXXXX6616
Account : VISA
Trans Type : PURCHASE
Amount : \$9.00

Auth # : 010127
Date : May14/19
Time : 10:07:42
Reference# : 31123

010127 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

Helix

May 13 2019 10:33 AM

TRANSACTION RECORD

Card Number : XXXXXXXXXXXX1998
Account : VISA
Trans Type : PURCHASE
Amount : \$18.00

Auth # : 001212
Date : May13/19
Time : 10:33:30
Reference# : 30985

001212 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

Helix

Douglas Parking
Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 31123
Ticket No. 2034

[Lane - 3]

In: 9:06 am May14/19
Out: 10:07 am May14/19

1 Rate \$9.00

BALANCE DUE \$9.00
CARD \$9.00
CARD # XXXXXXXXX6616

Douglas Parking
Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 30985
Ticket No. 1555

[Lane - 3]

In: 7:54 am May13/19
Out: 10:33 am May13/19

1 Rate \$18.00

BALANCE DUE \$18.00
CARD \$18.00
CARD # XXXXXXXXX1998

Jun 04 2019 05:09 PM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx5306
Account : VISA
Trans Type : PURCHASE
Amount : \$24.00

Auth # : 491456
Date : Jun04/19
Time : 17:09:27
Reference# : 55957

491456 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

Douglas Parking

Monthly Rates
Available
(702) 382-7988

DouglasParking.com

Transaction No. 55957
Ticket No. 6971

[Lane - 2]

In: 8:46 am Jun04/19
Out: 5:09 pm Jun04/19

1 Rate \$24.00

BALANCE DUE \$24.00
CARD \$24.00
CARD # x*****5306

3562-098
RJC

Jun 05 2019 12:10 PM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx2198
Account : VISA
Trans Type : PURCHASE
Amount : \$21.00

Auth # : 015028
Date : Jun05/19
Time : 12:10:43
Reference# : 33413

015028 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

Douglas Parking

Monthly Rates
Available
(702) 382-7988

DouglasParking.com

Transaction No. 33413
Ticket No. 7289

[Lane - 3]

In: 8:50 am Jun05/19
Out: 12:10 pm Jun05/19

1 Rate \$21.00

BALANCE DUE \$21.00
CARD \$21.00
CARD # x*****2198

Jun 04 2019 05:09 PM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx2198
Account : VISA
Trans Type : PURCHASE
Amount : \$24.00

Auth # : 019498
Date : Jun04/19
Time : 17:09:21
Reference# : 33350

019498 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

Douglas Parking

Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 33350
Ticket No. 6989

[Lane - 3]

In: 8:51 am Jun04/19
Out: 5:08 pm Jun04/19

1 Rate \$24.00

BALANCE DUE \$24.00
CARD \$24.00
CARD # x*****2198

Jun 03 2019 05:10 PM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx2198
Account : VISA
Trans Type : PURCHASE
Amount : \$24.00

Auth # : 06844B
Date : Jun03/19
Time : 17:10:09
Reference# : 55763

06844B Approved

-- IMPORTANT --

Retain This Copy For Your Records

*** Customer Copy ***

3562-098

FOH

Douglas Parking

Monthly Rates
Available

(702) 382-7988

DouglasParking.com

Transaction No. 55763

Ticket No. 6715

Lane - 2]

In: 9:40 am Jun03/19
Out: 5:09 pm Jun03/19

1 Rate \$24.00

BALANCE DUE \$24.00
CARD \$24.00
CARD # *****2198

Jun 05 2019 12:11 PM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx5306
Account : VISA
Trans Type : PURCHASE
Amount : \$24.00

Auth # : 504023
Date : Jun05/19
Time : 12:11:28
Reference# : 33414

504023 Approved

-- IMPORTANT --

Retain This Copy For Your Records

*** Customer Copy ***

Douglas Parking

Monthly Rates
Available

(702) 382-7988

DouglasParking.com

Transaction No. 33414

Ticket No. 7274

[Lane - 3]

In: 8:38 am Jun05/19
Out: 12:11 pm Jun05/19

1 Rate \$24.00

BALANCE DUE \$24.00
CARD \$24.00
CARD # *****5306

3562-098
RSC

Jun 03 2019 05:07 PM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx5306
Account : VISA
Trans Type : PURCHASE
Amount : \$24.00

Auth # : 473348
Date : Jun03/19
Time : 17:07:59
Reference# : 33198

473348 Approved

-- IMPORTANT --

Retain This Copy For Your Records

*** Customer Copy ***

Douglas Parking

Monthly Rates
Available

(702) 382-7988

DouglasParking.com

Transaction No. 33198

Ticket No. 6713

[Lane - 3]

In: 9:39 am Jun03/19
Out: 5:07 pm Jun03/19

1 Rate \$24.00

BALANCE DUE \$24.00
CARD \$24.00
CARD # *****5306

3562-098
RSC

PEEL BRIMLEY LLP

11764

DATE : Jun/11/2019
CHE # : 11764
AMOUNT : \$96.00
ACCOUNT: GENERAL - 1
PAID TO: Chris Tertipes

Parking
Parking

CLIENT: 3562 - Helix Electric of Nevada, LLC.
MATTER: 3562-098

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

117641764
16-1606/1220

PEEL BRIMLEY LLP
3333 E. SERENE AVE., SUITE 200
HENDERSON, NV 89074
(702) 990-7272

CITY NATIONAL BANK AN RBC COMPANY
PERSONAL & BUSINESS BANKING
(800) 773-7100

CHECK ARMOR
TRADE PROTECTION

Ninety Six ***** 00/100

Chris Tertipes

PAY TO THE ORDER OF

Parking

DATE: Jun/11/2019 AMOUNT: \$96.00

VALID VALID
VALID VALID
VALID VALID
VALID VALID

AUTHORIZED SIGNATURE

011764 122016066 370171289

PEEL BRIMLEY LLP

11764

DATE : Jun/11/2019
CHE # : 11764
AMOUNT : \$96.00
ACCOUNT: GENERAL - 1
PAID TO: Chris Tertipes

** GENERAL BALANCES **

UNBILLED DISBS: 2198.36
A/R BALANCE : 8461.75

Parking
CLIENT: 3562 - Helix Electric of Nevada, LLC.

** TRUST BALANCES **

MATTER: 3562-098
LAWYER: Richard L Peel
3078 E. Sunset Rd
Suite 9
Las Vegas
NV
89120

Trust Acct 1: 0.00

TRUST BALANCE : 0.00

File No. 3562-098-- vs. APCO (Craig Ranch Park)



Jun 04 2019 04:59 PM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx3360
Account : UISA
Trans Type : PURCHASE
Amount : \$24.00

Auth # : 000230
Date : Jun04/19
Time : 16:59:59
Reference# : 55955

000230 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

3562-098

Parking for Trial

Douglas Parking

Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 55955
Ticket No. 6985

[Lane - 2]

In: 8:50 am Jun04/19
Out: 4:59 pm Jun04/19

1 Rate \$24.00

BALANCE DUE \$24.00
CARD \$24.00
CARD # xxxxxxxx3360

Jun 03 2019 05:06 PM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx3360
Account : UISA
Trans Type : PURCHASE
Amount : \$24.00

Auth # : 086120
Date : Jun03/19
Time : 17:06:19
Reference# : 55762

086120 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

3562-098

Parking for Trial

Douglas Parking

Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 55762
Ticket No. 6722

[Lane - 2]

In: 9:51 am Jun03/19
Out: 5:06 pm Jun03/19

1 Rate \$24.00

BALANCE DUE \$24.00
CARD \$24.00
CARD # xxxxxxxx3360

Jun 03 2019 04:59 PM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx7241
Account : MASTERCARD
Trans Type : PURCHASE
Amount : \$24.00

Auth # : 075482
Date : Jun03/19
Time : 16:59:17
Reference# : 55761

075482 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

3562-098

Parking for Trial

Douglas Parking

Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 55761
Ticket No. 6785

[Lane - 2]

In: 12:57 pm Jun03/19
Out: 4:58 pm Jun03/19

1 Rate \$24.00

BALANCE DUE \$24.00
CARD \$24.00
CARD # xxxxxxxx7241

3562-098
Trial Parking
PLEASE TAKE TO EXIT

CREDIT OR EXACT

CHANGE ONLY AT EXIT

JUN 5 12:00 PM '19



Issue # 1-007190
07:00 05 JUN 19

JA3660

EXHIBIT 8

Account: PEEL & BRIMLEY LLP, HENDERSON NV (1000428539)
Date Range: November 01, 2018 - November 30, 2018
Report Format: Summary-Account by Client by User by Day
Products: Westlaw
Content Families: All Content Families

Day 11/16/2018					
Totals for Included	3	84.00 USD	4.25 USD	0.00 USD	4.25 USD
Totals for Day 11/16/2018	3	84.00 USD	4.25 USD	0.00 USD	4.25 USD
Day 11/29/2018					
Totals for Included	18	504.00 USD	25.49 USD	0.00 USD	25.49 USD
Totals for Day 11/29/2018	18	504.00 USD	25.49 USD	0.00 USD	25.49 USD
Totals for User Name DOMINA,CARY (8533585)	21	588.00 USD	29.74 USD	0.00 USD	29.74 USD
User Name HOLMES,JEREMY (16752563)					
Day 11/29/2018					
Totals for Included	10	410.00 USD	20.73 USD	0.00 USD	20.73 USD
Totals for Day 11/29/2018	10	410.00 USD	20.73 USD	0.00 USD	20.73 USD
Totals for User Name HOLMES,JEREMY (16752563)	10	410.00 USD	20.73 USD	0.00 USD	20.73 USD
Totals for Client FONTAINEBLEAU	31	998.00 USD	50.47 USD	0.00 USD	50.47 USD
Client HELIX					
User Name HOLMES,JEREMY (16752563)					
Day 11/19/2018					
Totals for Included	15	1,108.00 USD	56.03 USD	0.00 USD	56.03 USD
Totals for Day 11/19/2018	15	1,108.00 USD	56.03 USD	0.00 USD	56.03 USD
Day 11/26/2018					
Totals for Included	7	326.00 USD	16.49 USD	0.00 USD	16.49 USD
Totals for Day 11/26/2018	7	326.00 USD	16.49 USD	0.00 USD	16.49 USD
Totals for User Name HOLMES,JEREMY (16752563)	22	1,434.00 USD	72.52 USD	0.00 USD	72.52 USD
Totals for Client HELIX	22	1,434.00 USD	72.52 USD	0.00 USD	72.52 USD
Client HELIX V, APCO					
User Name DOMINA,CARY (8533585)					
Day 11/17/2018					
Totals for Included	23	644.00 USD	32.57 USD	0.00 USD	32.57 USD
Totals for Day 11/17/2018	23	644.00 USD	32.57 USD	0.00 USD	32.57 USD
Day 11/18/2018					
Totals for Included	34	1,422.00 USD	71.91 USD	0.00 USD	71.91 USD
Totals for Excluded	1	108.00 USD	0.00 USD	0.00 USD	108.00 USD
Totals for Day 11/18/2018	35	1,820.00 USD	71.91 USD	0.00 USD	269.91 USD
Day 11/19/2018					
Totals for Included	11	637.00 USD	32.22 USD	0.00 USD	32.22 USD
Totals for Day 11/19/2018	11	637.00 USD	32.22 USD	0.00 USD	32.22 USD
Day 11/27/2018					
Totals for Included	1	28.00 USD	1.42 USD	0.00 USD	1.42 USD
Totals for Day 11/27/2018	1	28.00 USD	1.42 USD	0.00 USD	1.42 USD
Totals for User Name DOMINA,CARY (8533585)	70	2,929.00 USD	138.11 USD	0.00 USD	336.11 USD
Totals for Client HELIX V, APCO	70	2,929.00 USD	138.11 USD	0.00 USD	336.11 USD
Totals for Account: 1000428539	598	23,669.00 USD	1,187.00 USD	0.00 USD	1,385.00 USD
Report Totals - Included	597	23,471.00 USD	1,187.00 USD	0.00 USD	1,187.00 USD
Report Totals - Excluded	1	198.00 USD	0.00 USD	0.00 USD	198.00 USD
Report Totals	598	23,669.00 USD	1,187.00 USD	0.00 USD	1,385.00 USD

Account:
Date Range:
Report Format:
Products:
Content Families:

Client HELIX
User Name HOLMES,JEREMY (16752563)
Day 05/06/2019

Totals for Day 05/06/2019	13	750.00 USD	34.30 USD	0.00 USD	34.30 USD
Day 05/13/2019					
Totals for Day 05/13/2019	1	139.00 USD	8.38 USD	0.00 USD	8.38 USD
Day 05/22/2019					
Totals for Day 05/22/2019	8	280.00 USD	12.80 USD	0.00 USD	12.80 USD
Day 05/28/2019					
Totals for Day 05/28/2019	4	140.00 USD	6.40 USD	0.00 USD	6.40 USD
Day 05/30/2019					
Totals for Day 05/30/2019	1	35.00 USD	1.60 USD	0.00 USD	1.60 USD
Day 05/31/2019					
Totals for Day 05/31/2019	12	420.00 USD	19.21 USD	0.00 USD	19.21 USD
Totals for User Name HOLMES,JEREMY (16752563)	39	1,784.00 USD	80.67 USD	0.00 USD	80.67 USD
Totals for Client HELIX	39	1,784.00 USD	80.67 USD	0.00 USD	80.67 USD

Client UNFORGETCOATING
User Name HOLMES,JEREMY (16752563)
Day 05/22/2019

Totals for Day 05/22/2019	34	2,342.00 USD	107.10 USD	0.00 USD	107.10 USD
Totals for User Name HOLMES,JEREMY (16752563)	34	2,342.00 USD	107.10 USD	0.00 USD	107.10 USD
Totals for Client UNFORGETCOATING	34	2,342.00 USD	107.10 USD	0.00 USD	107.10 USD
Totals for Account: 1000428639	622	30,310.00 USD	1,388.05 USD	0.00 USD	1,388.05 USD
Report Totals	622	30,310.00 USD	1,388.05 USD	0.00 USD	1,388.05 USD

2.17

Account:
Date Range:
Report Format:
Products:
Content Families:

Totals for Day 05/08/2019	14	887.00 USD	30.50 USD	0.00 USD	30.50 USD
Day 05/09/2019					
Totals for Day 05/09/2019	56	3,785.00 USD	173.08 USD	0.00 USD	173.08 USD
Day 05/10/2019					
Totals for Day 05/10/2019	27	1,240.00 USD	56.70 USD	0.00 USD	56.70 USD
Day 05/23/2019					
Totals for Day 05/23/2019	3	223.00 USD	10.20 USD	0.00 USD	10.20 USD
Day 05/29/2019					
Totals for Day 05/29/2019	4	199.00 USD	9.10 USD	0.00 USD	9.10 USD
Totals for User Name GRONDEL,BLAYNE (17338577)	149	7,988.00 USD	365.28 USD	0.00 USD	365.28 USD
Totals for Client 2125002	149	7,988.00 USD	365.28 USD	0.00 USD	365.28 USD

Client 3562-0110
User Name COX,RONNIE (15745585)
Day 05/13/2019

Totals for Day 05/13/2019	21	912.00 USD	41.70 USD	0.00 USD	41.70 USD
Day 05/14/2019					
Totals for Day 05/14/2019	16	737.00 USD	33.70 USD	0.00 USD	33.70 USD
Totals for User Name COX,RONNIE (15745585)	37	1,649.00 USD	75.41 USD	0.00 USD	75.41 USD
Totals for Client 3562-0110	37	1,649.00 USD	75.41 USD	0.00 USD	75.41 USD

Client 3562-098
User Name COX,RONNIE (15745585)
Day 05/31/2019

Totals for Day 05/31/2019	3	164.00 USD	7.50 USD	0.00 USD	7.50 USD
Totals for User Name COX,RONNIE (15745585)	3	164.00 USD	7.50 USD	0.00 USD	7.50 USD
Totals for Client 3562-098	3	164.00 USD	7.50 USD	0.00 USD	7.50 USD

Client 3562-056
User Name ZIMBELMAN,ERIC (15745575)
Day 05/08/2019

Totals for Day 05/08/2019	17	796.00 USD	36.40 USD	0.00 USD	36.40 USD
Totals for User Name ZIMBELMAN,ERIC (15745575)	17	796.00 USD	36.40 USD	0.00 USD	36.40 USD
Totals for Client 3562-056	17	796.00 USD	36.40 USD	0.00 USD	36.40 USD

EXHIBIT 9

PEEL BRIMLEY LLP

A LIMITED LIABILITY LAW PARTNERSHIP

3333 EAST SERENE AVENUE, SUITE 200

HENDERSON, NEVADA 89074-6571

(702) 990-7272 ♦ FAX: (702) 990-7273

FROM THE DESK OF:

Cary B. Domina, Esq.

cdomina@peelbrimley.com

FAX NO. CALLING: 702/734-0396

TO: Joe Pelan
APCO Construction

TIME SENT _____

FROM: Cary B. Domina, Esq.

DATE: December 11, 2015

FILE NO: 3562-098

Instructions Upon Receipt: Please see attached.

Description of Documents Faxed: My Letter dated December 10, 2015.

TOTAL PAGES: - 2 - (including cover sheet)

Please see that this telecopy is delivered immediately upon receipt. If you do not receive this telecopy properly, please call the sender (702) 990-7272 immediately.

The information contained in this facsimile message is privileged and confidential; it is intended only for the use of the recipient named above. If the reader of this message is not the intended recipient (or the employee or agent responsible to deliver it to the intended recipient), you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. We will be happy to reimburse you for any costs. Thank you.

Hard copy **WILL/WILL NOT** follow.

EXHIBIT 10

Help

Thank you for dining with Pei Wei Asian Kitchen
0097 - Eastern Cannons, NV
10575 S Eastern Ave
Suite#100

61

Host: Kylie
61

05/29/2019
6:42 PM
20098

RG Thai Dynamite Ckn	8.99
SThai Dynamite Sauce	0.69
RG Honey-Seared Ckn	8.99
Regular Soft Drink	2.19

ENJOY A FREE COOKIE
ON YOUR NEXT VISIT!
SHARE YOUR FEEDBACK WITH US AT
WWW.PEIWEIFEEDBACK.COM
WITHIN THE NEXT 3 DAYS
ENTER SURVEY CODE:

| 887 905 000 099 213 |

Validation Code: _____
Redeem within 30 days
at any Pei Wei.
One coupon per visit.
NO cash value.
Cannot be combined
With any other offer.

Subtotal 20.86

Non-Alco Tax 0.18

Food Tax 1.54

Dine-In Total 22.58

Visa 22.58

Auth:029224

JA3668

AK/ys

Welcome To
Del Taco #0973
Las Vegas, NV 89123
Store (702) 914-2252
www.deltaco.com/contactus

ORDER #56

Host: ASHLEY
ORDER #56
06/01/2019
12:36 PM
40106

Order Type: Drive-Thru

Ckn Soft (4 @1.09) 4.36
(4)NO Lettuce

*****Get \$1 OFF*****

Just a few minutes and you get \$1 off
your next visit on purchases of \$3 or
more (coupon #104) from THIS Del Taco

*** NEW SURVEY!!! ***

1) Visit <http://myopinion.deltaco.com> or
call 949 299 1033 and enter this code:

[623 096 100 017 015]

2) Take the quick survey and write the
validation code HERE: _____

Coupon expires 60 days from receipt date
Not valid with any coupons or discounts

Subtotal 4.36

8.250% Tax 0.36

Drive-Thru Total 4.72

Visa #XXXXXXXXXX1951 4.72
Auth:411073

WE ARE HIRING FOR ALL POSITIONS!
We offer a work environment that is
Team-Oriented, Fast-Paced, and Fun!
Flexible Scheduling, Great Pay
Meal Discounts
Growth & Advancements
To Apply: Text DelTaco to 242424
or visit Deltaco.com/Careers

--- Check Closed ---

JA5669

Nielsen's Frozen Custard
9480 S. Eastern Avenue
Las Vegas, NV 89123
ph 702-451-4771

Helix

Guest Check
Thank You for Visiting

TABLE: Tatiana #30 - 1 Guest
Your Server was Tatiana
6/1/2019 7:14:13 PM
Sequence #: 0000084
ID #: 0130360

Original Time 6/1/2019 7:13:57 PM

ITEM	QTY	PRICE
Concretes	1	\$5.73
- Chocolate Custard		
- Reese's P.B.Cup		
Concretes	1	\$5.73
- Vanilla Custard		
- Oreo		
TO GO!	1	\$0.00
Subtotal		\$11.46
Total Taxes		\$0.95
Grand Total		\$12.41
Prev. Payments		Amount
external		\$12.41
Total Paid:		\$12.41

Thank You for Being our Custardmer!
Guest Check



Take our short survey at
rubioslistens.com for a

FREE LARGE DRINK

Helix

Complete the survey and write
your unique coupon code here:

Redeem this offer at any participating
Rubio's within 2 weeks of this purchase

LAS VEGAS - I-215 & Eastern # 258
702-270-3187

1	Esp Chix B	\$7.89
-1	No /: Guac *	\$0.00
-1	No /: CHWS *	\$0.00
-1	No /: Fresca *	\$0.00
	No /: Black Beans	\$0.00
1	chips	\$0.00
1	-----	\$0.00
1	Regular Drink	\$2.29

Subtotal	\$10.18
8.25% Sales Tax	\$0.84
Total Due	\$11.02
Credit	\$11.02
Payment Total	\$11.02

order type: Dine-In
Date: 5/30/2019 7:09:21 PM
Clerk: ALICIA
Receipt No: 11193
Order No: GN carry
Terminal: 258Term2 (12437)

* Indicates tax free item(s)

Result: Captured
Account: *****1951
Card Holder: DOMINA/CARY B
Auth Code: 120390
Citroutd: 32275
Approved Amount: \$11.02

Application Label: Visa Credit
Type: CONTACT
CVM: 5E0000
AID: A0000000031010
TVR: 8080008000
TSI: 6800
IAD: 06010A0360A000
ARC: 00
Mode: ISSUER

--- Customer Copy ---

JA3670

STORE #NV-1233
10271 S. Eastern Ave., #101
Henderson, NV 89052
Phone (702) 405-9555

6/2/2019
Order Id: AAA96HP2AEAP
25 - FIVE GUYS
Employee: Jaimie B

12:23:04 PM

161x

25

1 Little Cheeseburger	\$5.69
All The Way	\$0.00
Onions	\$0.00
Relish	\$0.00
2 Little Fry (@3.19)	\$6.38
1 Bacon Cheeseburger	\$8.79
Bacon	\$0.00
BBQ Sauce	\$0.00
1 Regular Fry	\$4.19
3 Regular Soda (@2.45)	\$7.35
1 Bacon Cheeseburger	\$8.79
Bacon	\$0.00
Mayo	\$0.00
Lettuce	\$0.00
Tomatoes	\$0.00
1 Bacon Cheeseburger	\$8.79
Bacon	\$0.00
Mayo	\$0.00
Ketchup	\$0.00

Sub Total \$49.98

Sales Tax \$4.13

Order Total \$54.11

Visa \$54.11

Card#: *****1951
Authorization: 412022

--> Order Closed <--

JA3671

Host: Arthur
CARY

Helix

06/03/2019
12:02 PM
10007

9" Han&Chz	7.49
Mayo	
NO Lettuce	
NO Tomato	
NO Raw Onion	
Medium Drink	1.99
Bottled Soda 20oz	2.29
12" Turkey	8.99
Mustard	
9" Italian	7.59
Oil	
Vinegar	
Mayo	
Mustard	
Peps	
NO Raw Onion	
Sports Drink (3 @2.49)	7.47
Small Chips (2 @1.29)	2.58
12" Capastrani	9.99
9" Bobbie	7.79

Did we blow your mind or disappoint?
Give us feedback in next 3 days and get
FREE SM SUB w PURCHASE OF SUB OR SALAD
Visit: TELLCAPRIOTTIS.COM USE CODE:

| 727 006 000 037 012 |

Reward expires in 30 days
One survey per customer every 30 days
**** Valid at this Capriottis Only ****

Subtotal	56.18
Tax	4.63

Here Total 60.81

VISA #XXXXXXXXXXXX1951 60.81
Auth: 413001

Tip : _____

TOTAL : _____

TOTAL :

ARBYS #6568
160 N PECOS ROAD
HENDERSON, NV 89014

Helix

06/02/2019

22:05:23

CREDIT CARD

VISA SALE

Card #	XXXXXXXXXXXX1951
Chip Card:	Visa Credit
AID:	A0000000031010
ATC:	0024
ARQC:	1EF1726F2AA64806
SEQ #:	59
Batch #:	493
INVOICE	61
Approval Code:	003050
Entry Method:	Chip Read
Mode:	Issuer

SALE AMOUNT \$8.34



JA3672

uswirl Frozen Yogurt
790 Coronado Center Drive
Henderson NV 89052
(702)638-9100

06/03/2019 06:59:09 PM

490670-47-

1

Sales Receipt

Product Description	Qty/ Net Wt	Unit Price	Item Total
u-swirl FROZEN YOGURT	18.7oz	@0.46/oz	8.60
16oz Cup	2.0	@0.00	0.00

SUBTOTAL:.....8.60

TAX:.....0.71

TOTAL DUE:.....9.31

PAID VISA:.....9.31

TOTAL TENDERED:.....9.31

CHANGE:.....0.00

Cashier: Dylan H.
Workstation: CASHIER1
4497



Thank you for dining with Pei Wei Asian Kitchen
0097 - Eastern Connors, NV
10575 S Eastern Ave
Suite#100

06

Host: Cheryl
06

06/03/2019
6:33 PM
20075

RG Honey-Seared Ckn	8.99
SHoney Sauce	0.69
RG Pei Wei Ckn	8.99
XT SPW Original Sauce	0.69
Regular Soft Drink	2.19
Fudge Braunie	1.89

ENJOY A FREE COOKIE
ON YOUR NEXT VISIT!
SHARE YOUR FEEDBACK WITH US AT
WWW.PEIWEIFEEDBACK.COM
WITHIN THE NEXT 3 DAYS
ENTER SURVEY CODE:

| 587 706 000 039 013 |

Validation Code: _____
Redeem within 30 days
at any Pei Wei.
One coupon per visit.
No cash value.
Cannot be combined
With any other offer.

Subtotal	23.44
Non-Alco Tax	0.18
Food Tax	1.75

Dine-In Total 25.37

Visa 25.37
Auth:023033

JA3673

Chinos Locos

#01-667

6/04/19, 12:07 PM

Sale for Carry

Served by Camella

Transaction #2293460106041917398

1 x BBQ Bacon Burger (Here)	9.50 T
1 x Small Fountain (Here)	1.95 T
1 x Thai Tea (New Option)	2.95 T
1 x 1 Item 1 Side (Bowl, Chicken Teriyaki, Steamed rice, Here)	6.95 T
1 x Small Fountain (Here)	1.95 T
1 x Small Fountain (Here)	1.95 T
1 x 1 Item 1 Side (Bowl, Chicken Teriyaki, Chow mein, Here)	6.95 T
1 x BBQ Bacon Burger (Here)	9.50 T

Subtotal	41.70
Tax	3.42
Total	45.12

VISA 1951	55.55
Name	DOMINA/CARY B
Approval Code	414070

Amount	45.12
Tip	10.43
Total Charged	55.55

I agree to pay the above total amount
according to the card issuer agreement.

Signature



321 S Casino Center Blvd
Suite 130
Las Vegas, NV 89101

Chinoslocos.com

Thank you for your business

Customer:

Carry

JA3674

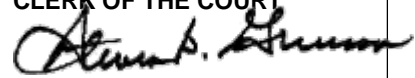
Receipts for OBD



Helix (Trial)

Parky - \$7	(Calendar Call)	
Parky - \$18	(Heavy)	
Meals - \$4.36		(Trial prep and turn)
- \$54.11	\$25.27	
\$12.41	\$65.87	Meals: 290 ³¹
\$11.02	\$8.34	Helix Party: \$27
\$55.55	\$22.58	
\$9.21	\$21.45 (no receipt)	<u>Total 317³¹</u>





MCLA

John Randall Jefferies, Esq. (Bar No. 3512)

Brandi M. Planet, Esq. (Bar No. 11710)

FENNEMORE CRAIG, P.C.

300 S. Fourth Street, Suite 1400

Las Vegas, NV 89101

Telephone: (702) 692-8000

Facsimile: (702) 692-8099

E-mail: rjefferies@fclaw.com

bplanet@fclaw.com

Attorneys for APCO Construction, Inc.

and Safeco Insurance Company of America

DISTRICT COURT

CLARK COUNTY, NEVADA

HELIX ELECTRIC OF NEVADA, LLC, a
Nevada limited liability company,

Plaintiff,

v.

APCO CONSTRUCTION, a Nevada
corporation; SAFECO INSURANCE
COMPANY OF AMERICA; DOES I through
X; and BOE BONDING COMPANIES, I
through X, Defendants.

Case No.: A-16-730091-C

Dept. No.: XVII

HEARING REQUESTED

**APCO CONSTRUCTION, INC.'S AND
SAFECO INSURANCE COMPANY OF
AMERICA'S MOTION FOR
CLARIFICATION AND/OR AMENDMENT
TO FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

APCO Construction, Inc. and Safeco Insurance Company of America (collectively referred to as "APCO"), by and through their attorneys, Fennemore Craig, P.C., hereby move this Court for an Order reconsidering and amending the Findings of Fact and Conclusions of Law ("Findings") entered by this Court on July 10, 2019. Given the factual and legal findings and rulings, Helix is not entitled to any extended general conditions. Alternatively, given the Court's specific findings, APCO respectfully submits that the Court applied incorrect figures that effectively award Helix Electric of Nevada, LLC ("Helix") Project Manager figures that are based on billed and unsupported rates and not the actual job cost figures that Court found were the most appropriate measure of Project Manager expenses. In short, the Court did not use the column on Exhibit D5 that reflects the actual job costs for a project manager who was largely not involved during

1 the “compensable time period.”¹ For these reasons, APCO requests reconsideration and
2 amendment of the Findings.

3 This Motion is supported by the attached memorandum of points and authorities, all
4 exhibits attached hereto and all papers and pleadings on file herein.

5 DATED July 15, 2019.

6 **FENNEMORE CRAIG, P.C.**

7
8 By: Brandi M. Planet

9 John Randall Jefferies, Esq. (Bar No. 3512)

10 Brandi M. Planet, Esq. (Bar No. 11710)

11 Chelsie A. Adams, Esq. (Bar No. 13058)

12 FENNEMORE CRAIG, P.C.

13 300 S. 4th Street, Suite 1400

14 Las Vegas, NV 89101

15 *Attorneys for APCO Construction, Inc.*

16 *and Safeco Insurance Company of America*

17
18
19
20
21
22
23
24
25
26
27
28

¹ The “compensable time period” is May to October 2013. *See* Findings, ¶115, which is attached hereto as **Attachment A.**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3
4
5
6
7

8
9

10
11
12
13
14
15
16
17

18
19

20
21
22
23
24
25
26

28

1 means that any recovery for Williams' time would need to be reflected in the job cost reports to
2 satisfy the subcontract's actual cost requirement. The Court rejected any suggestion that Helix
3 was entitled to four hours of everyday for Williams' time. That is what Helix's unsupported
4 billings were based on, which the Court rejected.

5 After limiting Helix's recovery to actual costs reflected in the job cost, the Court cited
6 Exhibit D5. As shown in the chart below, for each month of the compensable period, Exhibit D5
7 showed the unsupported amount Helix was requesting for the project manager and the
8 corresponding actual costs reflected in the job costs. For the project manager, the Court selected
9 the wrong column for the project manager costs and awarded Helix damages based on the amount
10 Helix billed rather than the actual costs. Findings, fn. 5. Applying the correct actual cost column,
11 the project manager actual costs are as follows:

ACTUAL PROJECT MANAGER COSTS³	
May 2013	\$651.28
June 2013	\$4,829.98
July 2013	\$4,992.72
August 2013	\$1,845.11
September 2013	\$1,410.95
October 2013	\$1,242.71
TOTAL:	\$14,972.75

17 **II. LEGAL ARGUMENT**

18 NRCP 52(b) provides that upon a motion, the Court "may amend its findings—or make
19 additional findings—and may amend the judgment accordingly."⁴ Motions related to amending
20 findings must be filed no later than 28 days following service of a written notice of entry of
21 judgment. *Id.* "Further, findings of fact shall not be set aside unless they are clearly erroneous and
22 not supported by substantial evidence." *Bahena v. Goodyear Tire & Rubber Co.*, 126 Nev. 243,

24
25 ³ See, Exhibit D5 and Exhibit D3 (attached hereto as **Attachment C**) showing the Helix billed
26 amounts for extended general conditions based on four hours every day for the project manager
27 versus Helix's partial job cost reports. D3 cross references the bates labeled pages of the actual job
28 cost report that was marked as Exhibit 51. Each referenced page in Exhibit D3 supports the tabled
actual project manager costs.

⁴ To the extent the Court intended the Findings to be a judgment, Defendants alternatively bring
this Motion pursuant to NRCP 59(e), which permits a motion to "alter or amend a judgment" to be
filed within 28 days after notice of the entry of the judgment.

254, 235 P.3d 592, 599 (2010); *see also*, NRCP 52(a). Since the Court entered its Findings on July 10, 2019, this motion is timely.

Using the proper column of Exhibits D5 and D3, Helix's actual cost for the project manager was \$14,972.75 during the compensable period. That figure is based on the job cost reports, which Williams cited and the Court found was the only supported cost. *See* Exhibits D5, D3 and 51.

In addition to the finding that the Project was never abandoned such that the no damage for delay clause was enforceable, APCO would further submit that this \$14,972.75 figure represents Helix's total project manager costs administering the original contract and change order work that was being performed by Prietzel. Helix never established how these costs increased due to the delay. In any event, through the misapplication of Exhibit D5, the Court awarded Helix \$35,100 for Williams' time based on the unsupported claim/billed amount, not the actual costs. Findings, fn. 5, Exhibit D5 and Exhibit D3. This award is not based Helix's actual costs and is not supported by "substantial evidence". *Bahena*, 254, 599. "The general rule...is that when there is substantial evidence to sustain the judgment, it will not be disturbed. An exception to the general rule obtains where, upon all the evidence, it is clear that a wrong conclusion has been reached." *Brechan v. Scott*, 92 Nev. 633, 634, 555 P.2d 1230, 1230 (1976).

As found by the Court, APCO should not be required to pay for costs Helix did not actually incur. APCO therefore requests that this Court amend its award by reducing the amount of damages for the project manager from \$31,500 to \$14,972.75. This will ensure that Helix is compensated only for its actual costs as the Court found was legally required by the Subcontract and factually appropriate given the inaccuracies in the certified payroll reports. Based on the Court's specific findings, Helix's total actual costs for the compensable period (excluding superintendent costs)⁵ is \$25,351.36. *See* Exhibits D5 and D3. There is no evidence that supports a higher award based on an unsupported billed amount. If the Court is not going to enforce the no damage for delay provision, APCO is entitled to and respectfully requests that the damages be

⁵ The Court excluded these damages because the superintendent was paid for his time under approved change orders. Findings, ¶116.

1 reduced to \$25,351.36. Until this issue is resolved, the Court cannot determine the prevailing
2 party or entitlement to fees and costs.

3 **III. CONCLUSION**

4 For the reasons set forth above, APCO seeks reconsideration and and/or amendment of the
5 Court's damage calculation.

6 DATED July 15, 2019.

7 **FENNEMORE CRAIG, P.C.**

8
9 By: Brandi M. Planet

10 John Randall Jefferies, Esq. (Bar No. 3512)

11 Brandi M. Planet, Esq. (Bar No, 11710)

12 FENNEMORE CRAIG, P.C.

13 300 S. 4th Street, Suite 1400

14 Las Vegas, NV 89101
15
16
17
18
19
20
21
22
23
24
25
26
27
28

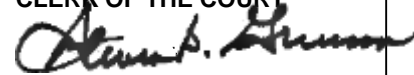
1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Fennemore Craig, P.C., and further certify that
3 the: **APCO CONSTRUCTION, INC.'S AND SAFECO INSURANCE COMPANY OF**
4 **AMERICA'S MOTION FOR CLARIFICATION AND/OR AMENDMENT TO FINDINGS**
5 **OF FACT AND CONCLUSIONS OF LAW** was served by electronically filing via Odyssey File
6 & Serve e-filing system and serving all parties with an email address on record, pursuant to the
7 Administrative Order 14-2 and Rule 9 N.E.F.C.

8 DATED: July 15, 2019.

9
10 /s/ Morganne Westover
11 An Employee of Fennemore Craig, P.C.
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A



1 FFCL

2
3 DISTRICT COURT

4 CLARK COUNTY, NEVADA

5 HELIX ELECTRIC OF NEVADA, LLC, a
6 Nevada limited liability company,

7 Plaintiff,

8 v.

9 APCO CONSTRUCTION, a Nevada
10 corporation; SAFECO INSURANCE
11 COMPANY OF AMERICA; DOES I through
12 X; and BOE BONDING COMPANIES, I
through X,

13 Defendants.

Case No.: A-16-730091-C

Dept.: XI

14
15 ***FINDINGS OF FACT AND CONCLUSIONS OF LAW***

16 This matter having come on for non-jury trial before the Honorable Elizabeth Gonzalez
17 beginning on June 3, 2019, and continuing day to day, until its completion on June 5, 2019;
18 Plaintiff, HELIX ELECTRIC OF NEVADA, LLC ("Helix"), was represented by and through its
19 counsel, Cary B. Domina, Esq. and Ronald J. Cox, Esq. of the law firm of Peel Brimley LLP, and
20 Defendants, APCO CONSTRUCTION ("APCO") and SAFECO INSURANCE COMPANY OF
21 AMERICA ("Safeco"), were represented by and through their counsel, Randy Jefferies, Esq. of
22 Fennemore Craig; the Court having read and considered the pleadings filed by the parties; having
23 reviewed the evidence admitted during the trial; having heard and carefully considered the
24 testimony of the witnesses called to testify; having considered the oral and written arguments of
25 counsel, and with the intent of rendering a decision on all remaining claims before the Court,

RECEIVED

JUL 08 2019

CLERK OF THE COURT

23
JA3684

1 pursuant to NRCP 52(a) and 58;¹ the Court makes the following findings of fact and conclusions
2 of law:

3
4 FINDINGS OF FACT

5 1. In July 2011, APCO submitted a bid for the Craig Ranch Regional Park – Phase II
6 - Project No. 10294 (“Project”) to the City of North Las Vegas (“CNLV”). At that time, the
7 anticipated Project duration was approximately 550 calendar days.

8 2. Helix submitted a bid of approximately \$4,600,000 to APCO for the electrical
9 work required on the Project. Helix’s estimate assumed a Project duration of 550 days.

10 3. CNLV canceled the original solicitation and ultimately requested a second round
11 of bids in October 2011. Among other things, CNLV changed the duration of the Project from 18
12 months to 12 months.

13 4. On or about October 26, 2011, APCO submitted its second bid to CNLV for the
14 Project with a 12-month schedule.

15 5. CNLV issued its notice to proceed to APCO on January 11, 2012. APCO started
16 work on the Project on approximately January 16, 2012.

17 6. Helix mobilized its equipment and started work full time on or about February 20,
18 2012.

19 7. In the spring of 2012, APCO entered into a construction agreement (the “Prime
20 Contract”) with the CNLV in which APCO agreed to serve as the general contractor on the
21 Project.

22 8. Section 6.3.2 the General Conditions of the Prime Contract which are incorporated
23 into the Subcontract, states in part:

24
25
26
27 ¹ In the pretrial statement, the parties have stipulated that the Contract time was extended from January 2013
28 into November 2013 through no fault of either APCO or Helix.

1 [a]ll other claims notices for extra work shall be filed in writing to the Construction
2 Manager prior to the commencement of such work. Written notices shall use the words
3 "Notice of Potential Claim." Such Notice of Potential Claim shall state the circumstances
4 and all reasons for the claim, but need not state the amount.

5 9. After receiving the notice of proposed award, APCO agreed to contract terms with
6 Helix subject to certain specially negotiated terms modifying the form subcontract ("Helix
7 Addendum").

8 10. As part of the negotiation, APCO agreed to purchase certain materials totaling
9 \$2,248,248 as specified by Helix, which was to be removed from Helix's original proposed scope
10 and pricing.

11 11. Helix entered into an agreement with APCO to provide certain electrical related
12 labor, materials and equipment (the "Work") to the Project for the lump sum amount of
13 \$2,356,520.

14 12. On or about April 19, 2012, APCO and Helix entered into a formal subcontract for
15 the electrical work required on the Project (the "Subcontract").

16 13. Helix's Daily Reports, Certified Pay Roll Records and the Project Sign-in Sheets
17 establish that Helix started performing work for the Project as early as January 23, 2012, and
18 mobilized on the Project on or about February 28, 2012.

19 14. Pursuant to Exhibit "A" of the Subcontract, Helix was required to supply "all
20 labor, materials, tools, equipment, hoisting, forklift, supervision, management, permits and taxes
21 necessary to complete all of the scope of work" for the 'complete electrical package' for the
22 Project.
23

24 15. Section 6.5 contains a "no damage for delay" provision.

25
26 If Subcontractor shall be delayed in the performance of the Work by any act or neglect of
27 the Owner or Architect, or by agents or representatives of either, or by changes ordered in
28 the Work, or by fire, unavoidable casualties, national emergency, or by any cause other
that [SIC] the intentional Interference of Contractor, Subcontractor shall be entitled, as
Subcontractor's exclusive remedy, to an extension of time reasonably necessary to

1 compensate for the time lost due to the delay, but only if Subcontractor shall notify
2 Contractor in writing within twenty four (24) hours after such occurrences, and only if
3 Contractor shall be granted such time extension by Owner.

4 This clause was not modified by the Helix Addendum.

5 16. Section 6.7 of the Subcontract provided in pertinent part:

6 Contractor shall not be liable to Subcontractor for delays caused by reason of fire or other
7 casualty, or on account of riots, strikes, labor trouble, terrorism, acts of God, cataclysmic
8 event, or by reason of any other event or cause beyond Contractor's control, or
9 contributed to by Subcontractor.

10 Section 6.7 was not modified by the Helix Addendum.

11 17. The Parties Contract requires proof of actual cost increase. Section 7.1—which
12 was unchanged by the Helix Addendum—provides:

13 Contractor may order or direct changes, additions, deletions or other revisions in the
14 Subcontract work without invalidating the Subcontract. No changes, additions, deletions,
15 or other revisions to the Subcontract shall be valid unless made in writing. Subcontractor
16 markup shall be limited to that stated in the contract documents in addition to the
17 direct/actual on-site cost of the work, however, no profit and overhead markup on
18 overtime shall be allowed.

19 18. Section 7.2 as modified by the Helix Addendum, provided:

20 Subcontractor, prior to the commencement of such changed or revised work, shall submit,
21 (within 5 days of Contractor's written request) to Contractor, written copies of the
22 breakdown of cost or credit proposal, including work schedule revisions, for changes,
23 additions, deletions, or other revisions in a manner consistent with the Contract
24 Documents. Contractor shall not be liable to Subcontractor for a greater sum, or
25 additional time extensions, than Contractor obtains from Owner for such additional work.

26 19. The parties negotiated additional language that was included in Section 6 by the
27 Helix Addendum:

28 In the event the schedule as set forth above is changed by Contractor for whatever reason
so that Subcontractor either is precluded from performing the work in accordance with
said schedule and thereby suffers delay, or, is not allowed the number of calendar days to
perform the work under such modified schedule and must accelerate its performance, then
Subcontractor shall be entitled to receive from Contractor payment representing the costs
and damages sustained by Subcontractor for such delay or acceleration, providing said
costs and damages are first paid to Contractor.

20. Section 4.4 of the Subcontract—as amended by the Helix Addendum provides:

1 Progress payments will be made by Contractor to Subcontractor within 10 calendar days
2 after Contractor actually receives payment for Subcontractor's work from Owner. The
3 progress payment to Subcontractor shall be one hundred percent (100%) of the value of
4 Subcontract work completed (less 10% retention) during the preceding month as
5 determined by the Owner, less such other amounts as Contractor shall determine as being
6 properly withheld as allowed under this Article or as provided elsewhere in this
7 Subcontract. The estimates of Owner as to the amount of Work completed by
8 Subcontractor shall be binding upon Contractor and Subcontractor and shall conclusively
9 establish the amount of Work performed by Subcontractor. As a condition precedent to
10 receiving partial payments from Contractor for Work performed, Subcontractor shall
11 execute and deliver to Contractor, with its application for payment, a full and complete
12 release (Forms attached) of all claims and causes of action Subcontractor may have
13 against Contractor and Owner through the date of the execution of said release, save and
14 except those claims specifically listed on said release and described in a manner sufficient
15 for Contractor to identify such claim or claims with certainty. Upon the request of
16 Contractor, Subcontractor shall provide an Unconditional Waiver of Release in form
17 required by Contractor for any previous payment made to Subcontractor. Any payments
18 to Subcontractor shall be conditioned upon receipt of the actual payments by Contractor
19 from Owner. Subcontractor herein agrees to assume the same risk that the Owner may
20 become insolvent that Contractor has assumed by entering into the Prime Contract with
21 the Owner per NRS Statutes.

22 21. The Subcontract also incorporated the Prime Contract, which included the claim
23 procedures set forth in the Contract.

24 22. Helix assigned Kurk Williams as its Project Manager. Williams never signed in
25 using APCO's sign in sheets that were maintained at the Project site. By his own admission,
26 Williams' time devoted to the Project was not accurately tracked in Helix's certified payroll
27 reports, only Helix's job cost report.

28 23. Richard Clement was Helix's Project Superintendent. Clement was on site
occasionally and signed in with APCO at the Project twice during 2012.

24 24. Clement did not work on the Project between June 11, 2012 and September 26,
25 2012. Clement only worked two weeks on the Project from September 27, 2012 to October 7,
26 2012. Clement did not work on the Project from October 8, 2012 through January 20, 2013. In
27 all of 2013, which was the extended Project time, Clement only worked 32 hours during the week
28 ending January 27, 2013.

1 25. In late January 2013, Helix assigned Clement to another project and designated
2 Rainer Prietzel, Helix's Foreman to oversee work in the field, as the new Project Superintendent
3 and foreman.

4 26. According to the Labor Commissioner, and OSHA regulations, Helix must always
5 have a project superintendent on site at all times during the Project.
6

7 27. From January 2013 to May 2013, Helix typically had a three to five man crew on
8 the Project.

9 28. In early May 2013, with the exception of a few days, Prietzel was the only Helix
10 employee on the Project, and he split his time as the Project Superintendent and self-performing
11 contract and change order work on the Project.

12 29. Prietzel remained the Project Superintendent until the end of the Project in mid-
13 October 2013.
14

15 30. Helix's original line item for its general conditions, as reflected in its pay
16 application, was \$108,040 on a Subcontract price of \$2,380,085, which represents 4.5%.

17 31. The Project encountered significant delays and was not substantially completed
18 until October 25, 2013, thus resulting in Helix claiming approximately, \$138,000 in additional
19 extended overhead costs.

20 32. The project was never abandoned by CNLV.
21

22 33. Prior to the original project completion date passing, on January 9, 2013, APCO
23 submitted its first request for an extension of time to CNLV. APCO submitted its Time Impact
24 Analysis #1 ("TIA #1") to CNLV where it sought extended general conditions and home office
25 overhead of \$418,059 (\$266,229 for general conditions and \$151,830 for home office overhead).

26 34. Helix first notified APCO in writing that it would be asserting a claim for extended
27 overhead costs on January 28, 2013 and reserved its rights to submit a claim for "all additional
28

1 costs incurred due to scheduled delays for this project” (the “Claim”).

2 35. As of May 9, 2013, CNLV had not made a decision on APCO’s TIA #1.

3 36. On May 9, 2013, APCO submitted a revised Time Impact Analysis (“TIA #2”) to
4 CNLV seeking an additional five (5) months of compensation for general conditions and home
5 office overhead, among other claims, for a total delay claim of nine (9) months.
6

7 37. As part of TIA #2, APCO submitted Change Order Request No. 39.1 to CNLV
8 seeking compensation of \$752,499 for its extended general conditions and home office overhead
9 (\$479,205 for general conditions and \$273,294 for home office overhead).

10 38. This represented approximately seventy percent (70%) of APCO’s \$1,090,066.50
11 total claim against CNLV for the 9-month delay to the Project.
12

13 39. APCO’s claim did not include any amounts for its subcontractors, and APCO
14 acknowledges that as a company policy, it does not include its subcontractors’ claims with its
15 own claims.

16 40. Through no fault of APCO, Helix did not take delivery of various light poles and
17 related equipment until approximately January 30, 2013.

18 41. On June 19, 2013, APCO and Helix exchanged emails regarding various Project
19 issues, including Helix’s delay rates. APCO confirmed that if Helix submitted a request for
20 compensation that it would be forwarded to CNLV.
21

22 42. On June 19, 2013 Helix provided a supplemental notice of claim but did not
23 provide any back up to support its daily rates or the impacts alleged to be attributed to the delay.
24 At that time, Helix still only had Prietzel working on site.

25 43. On June 21, 2013 Helix and APCO exchanged emails related to the support for
26 Helix’s claimed costs, with APCO noting that a project manager was considered home office
27 overhead. Helix indicated that its job cost reports would reflect the actual costs for the extended
28

1 overhead.

2 44. In June 2013, Helix realized the Project was still several months away from being
3 completed. According to Helix's June 19 letter entitled "Extended overhead cost", Helix's cost
4 for extended overhead was \$640/day.

5 45. The \$640/day cost is comprised of (1) \$260 for the Project Manager; (2) \$280 for
6 the Superintendent; (3) \$25 for the site trailer; (4) \$5 for the Connex box; (5) \$25 for the forklift;
7 and (6) \$45 for the truck.

8 46. The email that accompanied Helix's June 19, 2013 letter advised APCO that to
9 date, Helix's Claim totaled \$72,960, but that Helix's Claim would increase for each day the
10 Project continued past the original completion date.

11 47. Also on June 19, 2013, APCO informed Helix, by way of an email, that it "is in
12 the process of presenting CNLV with a Time Impact Analysis containing facts as to why the
13 additional costs should be paid." APCO had submitted TIA #2 to CNLV on May 9, 2013, six
14 weeks prior to this email.

15 48. In the email, APCO further advised Helix that "[o]nce we fight the battle, and
16 hopefully come out successfully, this will open the door for Helix...to present their case for the
17 same."

18 49. While APCO notified Helix that it would forward to CNLV any letter Helix
19 provided regarding its claim for extended overhead costs, APCO did not inform Helix that it
20 needed Helix's Claim immediately so it could include it with APCO's claim to CNLV. Indeed,
21 according to APCO, it would first "fight that battle, and hopefully come out successfully..."
22 which would only then "open the door for Helix...to present their case..."

23 50. On August 27, 2013, despite the fact that the Project was still ongoing, Helix
24 furnished APCO with its first invoice for its Claim in the amount of \$102,400, which constituted
25
26
27
28

1 32 weeks of extended overhead costs incurred between January 13, 2013, and August 30, 2013
2 (or 160 business days).

3 51. Helix's invoice identified an extended overhead cost of \$640/day for 32 weeks,
4 which had been provided to APCO in June 2013.

5 52. From May 6, 2013 through November 6, 2013, Prietzel was the only Helix person
6 on site. Prietzel confirmed that during that time period he was either working on completing
7 original Subcontract work for which Helix would be paid or change order work that was
8 acknowledged and paid by APCO and CNLV.

9 53. During construction, CNLV made changes or otherwise caused issues that
10 impacted Helix. In those instances, Helix submitted a request for additional compensation and
11 CNLV issued APCO change orders that compensated Helix for the related impacts. During the
12 extended Contract time, CNLV issued eleven change orders that resulted in additional
13 compensation to Helix through the Subcontract. Helix's pricing for the change orders included a
14 10% markup on materials and a 15% markup on labor to cover Helix's overhead.

15 54. APCO submitted Change Order Request No. 68 ("COR 68") to CNLV on
16 September 9, 2013, requesting compensation for Helix's Claim.

17 55. On September 16, 2013, CNLV rejected the COR 68 stating, "This COR is
18 REJECTED. The City of North Las Vegas does not have a contract with Helix Electric."

19 56. CNLV stated that it did not reject COR 68 for lack of backup or untimeliness.

20 57. The Construction Manager for CNLV during the Project, Joemel Llamado,
21 testified that the only reason he rejected Helix's Claim was because CNLV did not have a
22 contract with Helix. APCO should have included Helix's Claim in its own claim to CNLV since
23 Helix's Subcontract was with APCO, not CNLV.

24 58. Llamado did not look at the merits of the Claim because the Claim should have
25
26
27
28

1 been included with APCO's claim.

2 59. APCO informed Helix that CNLV rejected COR 68 because of lack of backup
3 documentation.

4 60. On October 2, 2013, CNLV issued its decision on APCO's request for additional
5 time and compensation. CNLV determined that the time period from January 11, 2013 to May
6 10, 2013 was an excusable but not compensable delay. APCO was not charged liquidated
7 damages, but also was not provided compensation from January thru May 10, 2013. CNLV did
8 confirm that it would pay APCO \$560,724.16 for the delay from May 10, 2013 to October 25,
9 2013. APCO accepted that determination on or about October 10, 2013.

10 61. On October 3, 2013, APCO sent Helix a letter requesting additional back-up
11 documentation for the Claim so it could resubmit the Claim to CNLV.

12 62. That letter states in relevant part:

13
14 Attached is your invoice of August 27, 2013 in the amount of \$102,400. At this time
15 APCO has not received any back-up documentation to undo the previous formal rejection
16 made by the City of North Las Vegas. If you want APCO to re-submit your request,
17 please provide appropriate back-up for review.

18 63. On October 2, 2013, CNLV and APCO entered into a settlement agreement
19 through which CNLV agreed to pay APCO \$560,724.16 for its claim submitted under TIA #2,
20 including APCO's claim for added overhead and general conditions it incurred as a result of the
21 nine-month delay to the Project.

22 64. According to that settlement agreement, APCO agreed to "forgo any claims for
23 delays, disruptions, general conditions and overtime costs associated with the weekend work
24 previously performed...and for any other claim, present or future, that may occur on the project.

25 65. APCO did not notify Helix that it had entered into this settlement agreement.

26 66. Llamado's position was that the settlement agreement resolved any and all claims
27 between CNLV and APCO for the nine-month delay to the Project, including any claims APCO's
28

1 subcontractors might have.²

2 67. Pursuant to this settlement agreement, CNLV issued Change Order No. 50 to
3 APCO and agreed to pay APCO \$560,724.16 for the added overhead and general conditions it
4 incurred as a result of the extended project completion date.

5 68. On October 3, 2013, APCO transmitted to Helix CNLV's rejection of its invoice
6 for extended overhead.

7 69. Near the end of the Project in October 2013, Pelan, notified Helix, that Helix could
8 not include the Claim for extended overhead in Helix's pay application for retention because
9 CNLV would not release the retention on the Project if there were outstanding Claims on the
10 Project.

11 70. In compliance with Pelan's instructions, on October 18, 2013, Helix submitted its
12 Pay Application for Retention only in the amount of \$105,677.01 and identified it as Pay
13 Application No. 161113-002 (the "Retention Pay App").

14 71. On October 18, 2013, Helix submitted its pay application for the time period up
15 through October 30, 2013. At that time, Helix billed its general conditions line item at 100%.

16 72. On October 18, 2013, Helix submitted its pay application for the release of
17 retention. As with prior pay applications, Helix enclosed a conditional waiver. The release was
18 conditioned on APCO issuing a final payment in the amount of \$105,677.01 and expressly
19 confirmed that there were "zero" claims outstanding. Helix signed and provided that release to
20 APCO after receiving CNLV's rejection of its extended overhead invoice.

21 73. Helix also provided to APCO a "Conditional Waiver and Release Upon Final
22 Payment" (the "Conditional Waiver") for the Retention Pay App only (i.e. Pay App No. 161113-
23

24
25
26
27 ² Joe Pelan, the Contract Manager for APCO, disagreed with this position, but APCO and Helix did not test it
28 through the claims process provided in the Prime Contract.

1 002).

2 74. Helix indicated in the Conditional Waiver that there was no "Disputed Claim
3 Amount" relating to the Retention Pay App.

4 75. Helix takes the position that the Conditional Waiver was not intended to release
5 Helix's Claim.

6 76. The evidence presented at trial of the circumstances surrounding the execution of
7 the Conditional Waiver do not support Helix's waiver of the Claim.

8 77. It took APCO more than a year to pay Helix for its Retention Pay App, during
9 which time, Helix made it clear to APCO that it would continue pursuing its Claim.

10 78. Between October 2013 and the end of October 2014 when APCO finally paid
11 Helix its retention, APCO forwarded Helix's Claim to CNLV on two separate occasions and
12 received multiple written notices from Helix that it maintained its Claim against APCO.

13 79. The project was substantially completed on October 25, 2013.

14 80. On October 31, 2013, in order to account for certain overhead items that were
15 omitted from the original Claim, Helix: (i) increased its Claim from \$102,400 to \$111,847; (ii)
16 resubmitted its Invoice to APCO; and (iii) provided additional backup information and
17 documents. Included with the revised invoice was a monthly breakdown of Helix's Claim from
18 January to August, which included the following categories of damages: (1) Project Manager; (2)
19 Project Engineer; (3) Superintendent; (4) Site trucks; (5) Project Fuel; (6) Site Trailer; (7) Wire
20 Trailer; (8) Office supplies; (9) Storage Connex boxes; (10) forklifts; (11) small tools; and (12)
21 consumables. According to the summary of the Claim, Helix charged the Project 4-hours a day
22 for its Project Manager, Kurk Williams at \$65/hour, and 4-hours a day for its Superintendent, Ray
23 Prietzel at \$70/day.

24 81. On or about November 5, 2013, three weeks after APCO received Helix's
25
26
27
28

1 Retention Pay App and Conditional Waiver, APCO submitted a revised COR 68 (68.1) to CNLV
2 seeking a total of \$111,847 for Helix's Claim.

3 82. Had APCO believed Helix's Conditional Waiver for the Retention Pay App
4 (received on October 18, 2013) waived any and all claims Helix had on the Project, including its
5 Claim for extended overhead, APCO would not have submitted revised COR 68.1 to CNLV three
6 weeks after receiving Helix's Conditional Waiver.
7

8 83. On November 18, 2013, CNLV again rejected the Change Order Request stating,
9 "This is the 2nd COR for Helix Electric's extended overhead submittal. The 1st one was submitted
10 on Sept. 9, 2013 and Rejected on Sept. 16, 2013. This submittal dated Nov. 5, 2013 is
11 REJECTED on Nov. 13, 2013."

12 84. Llamado's second rejection had nothing to do with lack of backup documents or
13 untimeliness and was rejected simply because APCO should have included Helix's Claim under
14 its own claim to CNLV.
15

16 85. By this time, APCO had already settled with CNLV to receive payment for its own
17 extended overhead costs, and in doing so, waived and released any further claims against CNLV,
18 including Helix's Claim.
19

20 86. As Helix had previously informed APCO it would, on or about November 13,
21 2013, Helix submitted to APCO another invoice including backup in the amount of \$26,304
22 accounting for the extended overhead costs for September and October ("COR 93").

23 87. APCO confirmed to Helix's Kurk Williams that there would be no APCO
24 approval unless and until CNLV approved Helix's request.

25 88. CNLV rejected COR 93.

26 89. By submitting COR 93 to CNLV on November 13, 2013, APCO once again
27 acknowledged that it knew Helix's Conditional Waiver submitted on October 18, 2013 related to
28

1 the Retention Pay App only, and did not waive Helix's Claim for extended overhead.

2 90. If APCO believed the Conditional Waiver released Helix's Claim, APCO would
3 not have continued to submit Helix's Claim to CNLV.

4 91. On January 28, 2014, APCO sent Helix's Victor Fuchs and Bob Johnson an email
5 confirming that he was meeting with CNLV to discuss the remaining change order issues on
6 February 4, 2014. Pelan testified that, CNLV advised APCO that it was rejecting Helix's claim
7 because it had no merit and Helix only had one person on the Project while completing Helix's
8 contract work in 2013. Pelan reported CNLV's position to Helix.³

9 92. The Subcontract incorporated APCO's prime contract with CNLV in Section 1.1,
10 which sets forth CNLV's claims procedure for requests for payment that are escalated to claims.
11 Helix did not request that APCO initiate these proceedings on its behalf regarding the claim for
12 extended overhead.

13 93. On March 31, 2014, CNLV and APCO agreed that there would be no further
14 COR's submitted on the Project.

15 94. On April 16, 2014, Helix's Victor Fuchs threatened to convert the outstanding
16 issues into a claim if Helix's retention was not released per its pay application and release that
17 were submitted on October 18, 2013.

18 95. APCO admitted that on June 10, 2014, it received final retention from CNLV.

19 96. However, because APCO had not paid Helix its Retention or its Claim, Helix sent
20 APCO another demand for payment on September 26, 2014, seeking payment for both its
21 Retention and the Claim.

22 97. CNLV issued the formal notice of completion of the project on July 8, 2014.

23 ³ While the Court finds Pelan's testimony on this issue credible, the testimony of Llamado
24 differs.
25
26
27
28

1 98. On October 21, 2014, APCO issued check number 1473 in the amount of
2 \$105,679, which represented final payment of Helix's retention, in accordance with the October
3 18, 2013 retention billing and related final release.⁴

4 99. On October 29, 2014, APCO sent Helix an email requesting that it sign a new
5 Conditional Waiver and Release Upon Final Payment which included Helix's Retention only, but
6 did not include any disputed amount for the Claim.
7

8 100. Attached to that email was a copy of the Retention Check APCO informed Helix it
9 could pickup once it received the new executed Conditional Release.

10 101. Upon receiving the new Conditional Waiver and before picking up the Retention
11 Check, Helix notified APCO that it was not going to sign the new Conditional Waiver without
12 reserving a right to its Claim.
13

14 102. APCO invited Helix to revise the new Conditional Waiver as it saw fit, and Helix
15 provided an unsigned copy of it seeking full payment of the Claim and the Retention for a total
16 amount of \$243,830.

17 103. APCO declined to pay the Claim, and after additional discussions between Helix
18 and APCO, it was decided that Helix would exchange for the Retention Check an Unconditional
19 Waiver and Release Upon Final Payment seeking payment of \$105,679 for Retention, and
20 reserving as its Disputed Claim, \$138,151.
21

22 104. As part of the "Disputed Claim" field, Helix referenced additional correspondence
23 which it had incorporated into the Unconditional Waiver and Release.

24 105. Helix included a letter dated October 30, 2014 clarifying that while it was
25 demanding its retention payment, it was also seeking payment for its Claim in the amount of
26

27 ⁴ Because of this lengthy delay in payment, Helix is entitled to interest on the retention amount under NRS
28 338.

1 \$138,151 for which it also provided a final invoice.

2 106. In one such email, Helix writes, "Joe, please accept this email as a 30 day
3 extension of time for the execution of [the] promissory note attached...In good faith we [are]
4 extending this time per your request, so you can come up with an arrangement to repay the
5 outstanding amount that is past due."
6

7 107. APCO never executed the Promissory Note or paid Helix its Claim.

8 108. On October 29, 2014, APCO tendered the check and another signed release for
9 final payment. That release mirrored the one that Helix submitted in October 2013.

10 109. On October 29, 2014, Helix's Victor Fuchs sent an email to Pelan stating: "this is
11 not going to work." Pelan responded that same day stating: "Victor, make changes for me to
12 approve. Thanks."
13

14 110. On October 18, 2013, the Senior Vice President of Helix, Robert D. Johnson,
15 signed a "Conditional Waiver and Release Upon Final Payment".

16 111. Helix received the funds on October 29, 2014.

17 112. On October 30, 2014, the day after negotiating the final payment check, Helix
18 tendered a signed final lien release that purported to reserve Helix's extended overhead invoices
19 in the amount of \$138,151.
20

21 113. Helix has established how certain of its costs increased due to the extended time
22 on the Project given its demobilization and reduction in crew size. Prietzel was the only person
23 on site after May 6, 2013 and he was completing base Subcontract work and change order work
24 that was paid by CNLV.

25 114. After weighing the testimony of the witnesses and a review of the admitted
26 documents, the Court finds, that the delay was not so unreasonable to amount to abandonment
27
28

1 and that therefore the provision limiting damages after a delay does not permit the recovery of
2 extended general conditions.

3 115. Since CNLV determined that the delays through May 13, 2013 were not
4 compensable, the only time period that APCO recovered payment for its delay costs was May 13,
5 2013 through October 13, 2013. During that same compensable time period, Helix's reasonable
6 costs totaled \$43,992.39.⁵ Although Helix was earning revenue and being paid during the time
7 period for the Work and certain approved change orders, APCO by its settlement with CNLV,
8 impaired Helix's ability to pursue the Claim.
9

10 116. Helix has supported its claim for certain additional costs. As Prietzel was paid for
11 his time on site under the approved change orders the claimed expense for acting as a
12 superintendent (supervising only himself) is not appropriate.
13

14 117. After weighing the testimony of the witnesses and a review of the admitted
15 documents, the Court finds, Helix has established that it suffered damages as a result of the delay
16 in project completion in the amount of \$43,992.39.

17 118. If any findings of fact are properly conclusions of law, they shall be treated as if
18 appropriately identified and designated.
19

20 CONCLUSIONS OF LAW

- 21 1. The Subcontract was a valid contract between Helix and APCO.

22
23 ⁵ The Court has utilized the summary used as D5 during the trial with the deletion of the line item
"Superintendent". Those totals for the compensable months with that modification are:

24 May 13	\$8501.05
25 June 13	\$7124.90
26 July 13	\$8270.69
27 August 13	\$6785.04
28 September 13	\$6170.56
October 13	\$7140.15
TOTAL	\$43992.39

1 2. The Court finds that the Conditional Waiver Helix submitted to APCO on or about
2 October 2013 did not constitute a waiver of Helix's Claim.

3 3. APCO's own conduct establishes that it knew Helix was not waiving its Claim as
4 it continued to submit Helix's Claim to CNLV after receiving the Conditional Waiver.

5 4. Helix provided sufficient evidence establishing that it incurred damages as a result
6 of the Project schedule extending nine months past its original completion date.

7 5. APCO had a duty to include Helix's Claim in its own claim to CNLV or otherwise
8 preserve the Claim when it settled, which it failed to do.

9 6. APCO's internal policy and decision to keep Helix's Claim separate from its own
10 claim impaired Helix's ability to pursue the Claim.

11 7. When APCO entered into the settlement agreement with CNLV on October 3,
12 2013 without Helix's knowledge, CNLV took the position that APCO waived and released any
13 and all claims arising from the nine month Project delay, including Helix's Claim.

14 8. In every contract, there is an implied covenant of good faith and fair dealing.

15 9. APCO's impairment of Helix's Claim constitutes a breach of the covenant of good
16 faith and fair dealing implied in the Subcontract.

17 10. APCO breached the covenant of good faith and fair dealing when it, without
18 notifying Helix, settled its claim with CNLV for extended general conditions, impairing Helix
19 from pursuing any pass-through claims to CNLV for its Claim, but continued to submit Helix's
20 Claim to CNLV knowing that CNLV rejected it because it had no contractual privity with Helix,
21 and now APCO had released any and all claims against CNLV.

22 11. Helix is entitled to judgment against APCO under its claim for Breach of Implied
23 Covenant of Good Faith and Fair Dealing and its damages are the damages it has established for
24

1 in the amount of \$43,992.39.⁶

2 12. Because the Project was a public works project, it was governed under NRS
3 Chapter 338.

4 13. Under NRS 338.490, a conditional waiver and release can only release payments
5 for work which is the subject of the payment application to which the wavier and release
6 corresponds.
7

8 14. The Conditional Waiver Helix provided APCO on October 18, 2013, was for
9 retention only and expressly referred to the Retention Pay App (Pay Application No. 161113-022)
10 which sought retention only.

11 15. The Retention Pay App did not include Helix's Claim.

12 16. Therefore, because by statute, the Conditional Waiver can only release work that is
13 the subject of the Retention Pay App, it did not constitute a waiver and release of Helix's Claim.
14

15 17. NRS 338.565 states in relevant part:

16 If a contractor makes payment to a subcontractor or supplier more
17 than 10 days after the occurrence of any of the following acts or
18 omissions: (a) the contractor fails to pay his or her subcontractor or
19 supplier in accordance with the provisions of subsection 1 of NRS
20 338.550...the contractor shall pay to the subcontractor or supplier,
21 in addition to the entire amount of the progress bill or the retainage
22 bill or any portion thereof, interest from the 10th day on the amount
23 delayed, at a rate equal to the lowest daily prime rate...plus 2
24 percent, until payment is made to the subcontractor or supplier.

25 18. NRS 338.550(1) required APCO to pay Helix its retention within 10 days of
26 receiving its retention payment from CNLV.
27

28 ⁶ The Court has not awarded separate damages for the breach of contract claim as those would be duplicative of this award.

1 19. APCO admits it received its retention payment from CNLV on June 10, 2014, yet
2 it did not pay Helix its retention until October 30, 2014, more than four months later and in
3 violation of NRS 338.550(1).

4 20. APCO was required to pay Helix its retention amount of \$105,677.01, in addition
5 to interest at the rate of prime plus 2 percent from June 10, 2014 through October 30, 2014.
6 APCO failed to do so.

7 21. After providing APCO with the Conditional Waiver, Helix incurred additional
8 damages that could not be waived by way of the Conditional Waiver (i.e. the interest on its
9 wrongfully withheld retention).

10 22. On June 10, 2014, APCO received final retention from CNLV.

11 23. APCO failed to pay Helix its retention in the amount of \$105,679 until October 29,
12 2014.

13 24. Pursuant to NRS 338.550(1), APCO was required to pay Helix its retention no
14 later than June 21, 2014.

15 25. As a result of APCO's failure, and pursuant to NRS 338.565(1), APCO is required
16 to pay Helix interest on \$105,677.01 from June 22, 2014 through October 28, 2014, at a rate of
17 5.25% for a total of \$1,960.85.

18 26. Even if the pay-if-paid clause was enforceable, APCO cannot rely upon it to shield
19 itself from liability to Helix when its decision to submit Helix's Claim separately from its claim
20 led to CNLV rejecting Helix's Claim, and APCO's settlement with CNLV forever barred APCO
21 from receiving payment from CNLV for Helix's Claim.

22 27. To the extent the delays were caused by CNLV, APCO is still liable to Helix since
23 it impaired those claims in contradiction to NRS 624.628(3)(c) by entering into a settlement
24 agreement with CNLV on October 2, 2013.

1 28. Because this Court has found APCO breached the Subcontract and breached the
2 covenant of good faith and fair dealing, Helix is entitled to judgment against Safeco and the
3 Payment Bond as well.

4 29. NRS 339.025(1)(b) provides the following:

5
6 1. Before any contract,..., exceeding \$100,000 for any project
7 for the new construction, repair or reconstruction of any public
8 building or other public work or public improvement of any
9 contracting body is awarded to any contractor, the contractor shall
furnish to the contracting body the following bonds which become
binding upon the award of the contract to the contractor;

10 a.

11 b. A payment bond in an amount to be fixed by the
12 contracting body, but not less than 50 percent of the contract
13 amount, conditioned upon the faithful performance of the
14 contract in accordance with the plans, specifications and
15 conditions of the contract. The bond must be solely for the
protection of claimants supplying labor or materials to the
contractor to whom the contract was awarded, or to any of his
or her subcontractors, in the prosecution of the work provided
for in such contract.

16 30. NRS 339.035(1) provides:

17 ...any claimant who has performed labor or furnished material in
18 the prosecution of the work provided for in any contract for which
19 a payment bond has been given pursuant to the provisions of
20 subsection 1 of NRS 339.025, and who has not been paid in full
21 before the expiration of 90 days after the date on which the
22 claimant performed the last of such labor or furnished the last of
23 such materials for which the claimant claims payment, may bring
an action on such payment bond in his or her own name to recover
any amount due the claimant for such labor or material, and may
prosecute such action to final judgment and have execution on the
judgment.

24 31. SAFECO issued a Labor and Material Payment Bond, Bond No. 024043470,
25 wherein APCO is the principal and SAFECO is the surety.

26 32. Helix provided Work to the Project and remains unpaid for the same.

27 33. Therefore, Helix is a claimant against the Bond and may execute a judgment
28

1 against the same.

2 34. Section 20.5 of the Subcontract provides that “ [i]n the event either party employs
3 an attorney to institute a lawsuit or to demand arbitration for any cause arising out of the
4 Subcontract Work or the Subcontract, or any of the Contract Documents, the prevailing party
5 shall be entitled to all costs, attorney’s fees and any other reasonable expenses incurred therein.”
6

7 35. This provision was not modified by the Helix Addendum.

8 36. The Court finds that Helix is the prevailing party and is entitled to an award of its
9 attorneys’ fees and costs.

10 37. If any conclusions of law are properly findings of fact, they shall be treated as if
11 appropriately identified and designated.

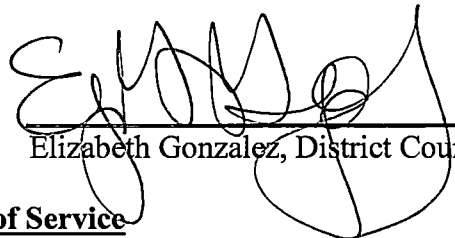
12 Based upon the foregoing Findings of Fact and Conclusions of Law **IT IS HEREBY**
13 **ORDERED, ADJUDGED AND DECREED** as follows:
14

- 15 1. **IT IS HEREBY ORDERED** that, as to Plaintiff’s Claim for Breach of Contract
16 against APCO, this Court finds in favor of Plaintiff but as the Claim was impaired
17 awards damages under the Breach of the Implied Covenant of Good Faith and
18 Fair Dealing, rather than awarding duplicative damages;
- 19 2. **IT IS FURTHER ORDERED** that, as to Plaintiff’s Claim for Breach of the
20 Implied Covenant of Good Faith and Fair Dealing against APCO, this Court finds
21 in favor of Plaintiff and awards damages in the amount of \$43,992.39 together
22 with interest as provided by law and taxable costs of suit;
- 23 3. **IT IS FURTHER ORDERED** that, as to Plaintiff’s Claim for violations of NRS
24 338 against APCO, this Court finds in favor of Plaintiff in the amount of
25 \$1,960.85;⁷
26
27

28 ⁷ These damages are in addition to those awarded under the claim of Breach of the Implied Covenant of Good

- 1 4. **IT IS FURTHER ORDERED** that, given the Court's findings against APCO,
2 the Court finds in favor of Plaintiff and against Safeco and the Bond;
3 5. **IT IS FURTHER ORDERED** that this Court will address any issues of
4 attorneys' fees through motions that may be filed with the Court.
5 6. Any claim not otherwise disposed of by this decision is dismissed.
6

7 DATED this 8th day of July, 2019.
8

9 
10 Elizabeth Gonzalez, District Court Judge
11

12 **Certificate of Service**

13 I hereby certify that on the date filed, a copy of the foregoing Scheduling Order and
14 Order Setting Civil Jury Trial, Pre-Trial and Calendar Call was electronically served, pursuant to
15 N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing
16 Program.
17

18 
19 Dan Kutinac
20
21
22
23
24
25
26
27
28

Faith and Fair Dealing.

EXHIBIT B

HELIX BILLED AMOUNTS FOR GENERAL CONDITIONS VS COMPARISON TO HELIX PARTIAL JOB COST

	January 13 Helix Bill	Actual Costs from Helix Jan 13 Job Cost	February 13 Helix Bill	Actual Costs from Helix Feb 13 Job Cost	March 13 Helix Bill	Actual Costs from Helix Mar 13 Job Cost	April 13 Helix Bill	Actual Costs from Helix Apr 13 Job Cost	May 13 Helix Bill	Actual Costs from Helix May 13 Job Cost
Project Manager	2,600.00	4,663.71	5,200.00	2,930.51	5,200.00	705.54	5,200.00	651.28	6,500.00	651.28
Project Engineer		85.24	901.90		901.90		901.90	418.91	901.90	
Superintendent	2,800.00		5,600.00		5,600.00		5,600.00		7,000.00	
Site Truck (s)	302.50		505.00		440.00		440.00		165.00	
Project Fuel	457.14		1,239.11	831.15	680.66	1,126.46	603.70	618.78	256.19	548.87
Site Trailer	110.00		220.00		220.00		220.00		220.00	
Wire Trailer (s)	55.00		110.00		110.00		110.00		55.00	
Storage Contex (s)	110.00		220.00		110.00		110.00		110.00	
Forklifts			3,329.48	3,026.80	3,426.32	3,114.85				
Bob Johnson Removed Forklift for March 2013 in His Email to Joe Pelton										
Small Tools	379.02	630.55	655.09	644.44	501.40	597.63	414.16	376.51	292.96	216.38
Patrice Pritzkel Stated Sm. Tools off Project 6/50/13 in His Deposition										
Total	6,813.66	5,379.50	17,980.58	7,412.90	13,763.96	2,429.63	13,599.76	2,065.48	15,501.05	1,416.68

	June 13 Helix Bill	Actual Costs from Helix June 13 Job Cost	July 13 Helix Bill	Actual Costs from Helix July 13 Job Cost	Aug 13 Helix Bill	Actual Costs from Helix Aug 13 Job Cost	Sept 13 Helix Bill	Actual Costs from Helix Sept 13 Job Cost	Oct 13 Helix Bill	Actual Costs from Helix Oct 13 Job Cost	Total Helix Bill	Actual Total Costs from Helix Job Cost
Project Manager	5,200.00	4,829.98	6,500.00	4,992.72	5,200.00	1,845.11	5,200.00	1,410.95	6,500.00	1,247.74	53,300.00	23,923.79
Project Engineer	901.90		901.90	1,430.46	901.90	2,875.03	512.12	828.10	640.15	239.45	7,465.57	5,857.19
Superintendent	5,600.00		7,000.00		5,600.00		5,600.00		7,000.00		57,400.00	
Site Truck (s)	165.00		165.00		165.00		165.00				2,512.50	
Project Fuel	353.32	232.90	373.79	521.20	298.14	339.83	293.44	272.04		268.76	4,555.49	4,559.92
Site Trailer	220.00		220.00		220.00						1,650.00	
Wire Trailer (s)	110.00										550.00	
Storage Contex (s)	174.77		110.00								944.77	
Forklifts											8,755.80	6,140.65
Bob Johnson Removed Forklift in March 2013												
Small Tools	208.83	214.52	155.30	166.83	151.66	174.77	198.62	218.52	158.93	3,017.27	3,338.85	
Patrice Pritzkel Stated Sm. Tools off Project 6/50/13												
Total	12,724.98	5,271.71	15,370.69	6,744.38	12,385.04	5,059.95	12,770.56	2,511.09	14,140.15	1,730.92	133,959.44	40,042.04

Actual Costs on Job Cost Reports Less Credit for Forklift & Small Tools 40,042.04

Helix Claimed Costs for 10 Months of GC's as Given 40,042.04

APCO001318



EXHIBIT C

HELIX BILLED AMOUNTS FOR GENERAL CONDITIONS VS COMPARISON TO HELIX PARTIAL JOB COST

	January 13 Helix Bill	Actual Costs from Helix Jan 13 Job Cost	Bates #	February 13 Helix Bill	Actual Costs from Helix Feb 13 Job Cost	Bates #	March 13 Helix Bill	Actual Costs from Helix Mar 13 Job Cost	Bates #	April 13 Helix Bill	Actual Costs from Helix Apr 13 Job Cost	Bates #	May 13 Helix Bill	Actual Costs from Helix May 13 Job Cost	Bates #
Project Manager	2,600.00	4,663.71	HELO00020-21	5,200.00	2,990.51	HELO00031-32	5,200.00	705.54	HELO00042	5,200.00	651.28	HELO00059	6,500.00	651.28	HELO00066-67
Project Engineer		85.24	HELO00018-19	901.90			901.90			901.90	418.91	HELO00057	901.90		
Superintendent	2,800.00			5,600.00			5,600.00			5,600.00			7,000.00		
Site Truck (s)	302.50			505.00						440.00			165.00		
Project Fuel	457.14			1,239.11	831.15	HELO00031	680.66	1,126.46	HELO00041-42	603.70	618.78	HELO00058	256.19	548.82	HELO00066
Site Trailer	110.00			220.00			220.00			220.00			220.00		
Wire Trailer (s)	55.00			110.00			110.00			110.00			55.00		
Storage Conex (s)	110.00			220.00			110.00			110.00			110.00		
Forklifts				3,329.48	3,026.80	HELO00031	3,426.32	3,114.85	HELO00041						
Bob Johnson Removed Forklift for March 2013 in His 01/29/16 Email to Joe Brian AP000000881															
Small Tools	379.02	630.55	HELO00019	655.09	644.44	HELO00029-30	501.40	597.63	HELO00040-41	414.16	376.51	HELO00057-58	292.96	216.38	HELO00065
Raider Priezel Stated Sm Tools off Project 6/20/13 in his Deposition (Depo Pg 67 & Helix Daily Report AP000000469)															
Total	6,813.66	5,379.50		17,980.58	7,432.90		13,763.96	2,429.63		13,599.76	2,065.48		15,501.05	1,416.48	

	June 13 Helix Bill	Actual Costs from Helix June 13 Job Cost	Bates #	July 13 Helix Bill	Actual Costs from Helix July 13 Job Cost	Bates #	Aug 13 Helix Bill	Actual Costs from Helix Aug 13 Job Cost	Bates #	Sept 13 Helix Bill	Actual Costs from Helix Sept 13 Job Cost	Bates #	Oct 13 Helix Bill	Actual Costs from Helix Oct 13 Job Cost	Bates #	Total Helix Bill	Actual Total Costs from Helix Job Cost
Project Manager	5,200.00	4,829.98	HELO00073-74	6,500.00	4,992.72	HELO00081	5,200.00	1,845.11	HELO00088	5,200.00	1,410.95	HELO00095	6,500.00	1,242.71	HELO00100	53,300.00	23,923.79
Project Engineer	901.90			901.90	1,430.46	HELO00079	901.90	2,875.03	HELO00086	5,12.12	828.10	HELO00092-93	640.15	219.45	HELO00098	7,465.57	5,857.19
Superintendent	5,600.00			7,000.00			5,600.00			5,600.00			7,000.00			57,400.00	-
Site Truck (s)	165.00			165.00			165.00			165.00						2,512.50	-
Project Fuel	353.32	232.90	HELO00073	373.79	321.20	HELO00080	298.14	339.81	HELO00087	293.44	272.04	HELO00094		268.76	HELO00099	4,555.49	4,559.92
Site Trailer	220.00			220.00			220.00									1,650.00	-
Wire Trailer (s)	110.00															550.00	-
Storage Conex (s)	110.00															944.77	-
Forklifts																6,755.80	6,141.65
Bob Johnson Removed Forklift for March 2013 in His 01/29/16 Email																(3,426.32)	(2,114.85)
Small Tools	208.83	HELO00072		214.52	155.30	HELO00079-80	166.83	151.66	HELO00086-87	174.77	198.62	HELO00093	218.52	158.53	HELO00098-99	3,017.27	3,338.85
Raider Priezel Stated Sm Tools off Project 6/20/13																(218.62)	(158.93)
Total	12,724.99	5,271.71		15,270.69	6,744.38		12,385.04	5,059.95		11,770.56	2,511.09		14,140.15	1,730.92		133,950.44	40,042.04

Actual Costs on Job Cost Reports Less Credit for Forklift & Small Tools

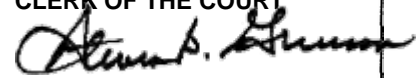
40,042.04

Helix Claimed Costs for 10 Months of GC's as Given

40,042.04

JA3710

13



1 **OPPC**
2 CARY B. DOMINA, ESQ.
3 Nevada Bar No. 10567
4 RONALD J. COX, ESQ.
5 Nevada Bar No. 12723
6 JEREMY HOLMES, ESQ.
7 Nevada Bar No. 14379
8 **PEEL BRIMLEY LLP**
9 3333 E. Serene Avenue, Suite 200
10 Henderson, Nevada 89074-6571
11 Telephone: (702) 990-7272
12 Facsimile: (702) 990-7273
13 cdomina@peelbrimley.com
14 rcox@peelbrimley.com
15 jholmes@peelbrimley.com
16 *Attorneys for Plaintiff*
17 *Helix Electric of Nevada, LLC*

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 HELIX ELECTRIC OF NEVADA, LLC, a
21 Nevada limited liability company,

22 Plaintiff,

23 vs.

24 APCO CONSTRUCTION, a Nevada corporation;
25 SAFECO INSURANCE COMPANY OF
26 AMERICA; DOES I through X; and BOE
27 BONDING COMPANIES I through X,

28 Defendants.

CASE NO. : A-16-730091-B
DEPT. NO. : XI

**HELIX ELECTRIC OF NEVADA,
LLC'S:**

- (I) **OPPOSITION TO APCO
CONSTRUCTION, INC.'S
AND SAFE INSURANCE
COMPANY OF
AMERICA'S MOTION
FOR CLARIFICATION
AND/OR AMENDMENT
TO FINDINGS OF FACT
AND CONCLUSIONS OF
LAW; AND**
- (II) **COUNTERMOTION FOR
AMENDMENT TO
FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Plaintiff, HELIX ELECTRIC OF NEVADA, LLC ("Helix") by and through its attorneys,
the law firm of Peel Brimley, hereby submits its (i) Opposition to Defendants APCO
CONSTRUCTION'S ("APCO") and SAFECO INSURANCE COMPANY OF AMERICA'S
("Safeco") Motion for Clarification and/or Amendment to Findings of Fact and Conclusions of

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

1 Law (the "Motion"); and (ii) Countermotion for Amendment to Findings of Fact and Conclusions
2 of Law.

3 This Opposition and Countermotion are made and based on the following Memorandum of
4 Points and Authorities, the pleadings, exhibits, and papers on file herein, and any argument that the
5 Court entertains on this matter.

6 Dated this 29th day of July, 2019.

8 **PEEL BRIMLEY LLP**

9 
10 CARY B. DOMINA, ESQ.
Nevada Bar No. 10567
11 RONALD J. COX, ESQ.
Nevada Bar No. 12723
12 JEREMY HOLMES, ESQ.
Nevada Bar No. 14379
3333 E. Serene Avenue, Suite 200
13 Henderson, Nevada 89074-6571
Telephone: (702) 990-7272
14 cdomina@peelbrimley.com
rcox@peelbrimley.com
15 jholmes@peelbrimley.com
16 *Attorneys for Plaintiff*
17 *Helix Electric of Nevada, LLC*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

APCO's Motion is based largely upon what Helix believes is a typographical error in the Court's Findings of Fact and Conclusions of Law as well as several incorrect representations of this Court's findings at trial. APCO also argues that Helix is entitled to no damages, due to the no damage for delay clause which the Court found was enforceable. Helix, however, is entitled to damages despite the existence of the no damage for delay provision in the contract because NRS 338.485(2)(c)(4) renders such a provision void if the public body significantly extends the duration of the public work, which is exactly what the City of North Las Vegas ("CNLV") did here. In addition, Helix is entitled to damages due to APCO's breach of the covenant of good faith and fair dealing when it settled all claims for overhead costs directly with CNLV, thus barring Helix from pursuing its claim. Helix is also entitled to recover its costs incurred for Kirk Williams' time on the Project as Mr. Williams' testimony at trial established that the job cost reports did not accurately represent his time on the Project and he testified, credibly, to the amount of time he spent working on the Project throughout its duration. APCO attempts to support its arguments by stating that the Court rejected Mr. Williams' testimony and Helix's billings. However, these assertions are completely unsupported by the record and provide no basis upon which this Court should grant the Motion. As a result, APCO's Motion must be denied.¹

II. LEGAL ARGUMENTS

A. Helix is Entitled to Damages Because (i) NRS 338.485(2)(c)(4) Renders No Damage for Delay Clauses Void when a Public Entity Significantly Increases the Duration of a Public Work; and (ii) APCO Breached of the Covenant of Good Faith and Fair Dealing, Preventing Helix from Pursuing its Claim

When ruling on the applicability of the no damages for delay provision in the Agreement, the Court found that the "delay was not so unreasonable to amount to abandonment," thereby not triggering the exception within NRS 338.485(2)(c)(1). The Court did not, however, address the other, stronger, argument raised by Helix (and included in its Proposed Findings of Fact and

¹ To avoid potential confusion, while not appearing in the following order in this Opposition, true and correct copies of the excerpts of the Trial Transcripts cited herein have been attached to this Opposition and Counter-motion as follows: Day One is attached as **Exhibit 1**; Day Two is attached as **Exhibit 2**; and Day Three is attached as **Exhibit 3**.

1 Conclusions of Law) that NRS 338.485(2)(c)(4) also applied and renders the no damage for delay
2 provision of the Agreement void and unenforceable.

3 NRS 338.485(2)(c)(4) states that a clause that acts to waive, release or extinguish a claim
4 or right for damages that the contractor may otherwise possess or acquire as a result of a delay that
5 is “[c]aused by a decision by the public body to significantly add to the scope or duration of the
6 public work” is against public policy and is void and unenforceable. This argument was raised by
7 Helix at trial and included in its Proposed Findings of Fact and Conclusions of Law, but only
8 Helix’s alternative argument regarding abandonment was addressed by the Court.²

9 The Project’s duration was scheduled for 12 months yet, after numerous delays and changes
10 made by CNLV, the Project took approximately 21 months to complete. Nearly doubling the
11 duration of the Project is certainly a “significant” addition to the duration of the public work. At
12 trial, Joemel Llamado, the construction manager for CNLV during the Project, testified that CNLV
13 granted APCO an extension of time of 180 non-compensatory days and 165 compensatory days.³
14 In his testimony, Mr. Llamado stated (i) CNLV made the ultimate decision to extend the duration
15 of the Project; and (ii) he believed that an extension of 180 days to the Project originally scheduled
16 to last one year was a significant addition to the duration of the Project.⁴ In reality, the Project was
17 actually delayed approximately 287 days. Furthermore, this Court also acknowledged that CNLV
18 made numerous changes to the Project throughout its duration in its FFCL and that these changes
19 impacted the parties.⁵ As a result, while CNLV may not have abandoned the Project, it certainly
20 significantly added to the duration of the public work, triggering NRS 338.485(2)(c)(4) and
21 rendering the no damage for delay clause void and unenforceable. Accordingly, the Court’s award
22 of damages to Helix for its extended general conditions is proper.

23 Furthermore, APCO ignores the fact that the Court did not award Helix damages under its
24 breach of contract claim, but rather under Helix’s claim for the breach of the implied covenant of
25 good faith and fair dealing. The Court rightfully found that APCO could not actively prevent Helix
26

27 ² See FFCL, at ¶ 114; **Exhibit 3**, 110:1-7.

28 ³ **Exhibit 1**, 141:4 – 144:9.

⁴ *Id.*, 141:14 – 142:19.

⁵ See FFCL, at ¶ 53.

1 from recovering monies from CNLV for its extended general conditions by acting in bad faith and
2 then bar Helix's claim against APCO based on a contractual provision.

3 The Nevada Supreme Court has long held that even if the language of a contract is followed,
4 if "one party to the contract deliberately countervenes the intention and spirit of the contract, that
5 party can incur liability for breach of the implied covenant of good faith and fair dealing." *Hilton*
6 *Hotels v. Butch Lewis Productions*, 107 Nev. 226, 232, 808 P.2d 919, 922–23 (1991). There is no
7 question that APCO acted against the spirit of the contract and prevented Helix from recovering its
8 extended general conditions when it settled with CNLV and was paid its own delay damages. As
9 such, Helix's only vehicle to recover those costs after APCO's settlement with CNLV was through
10 APCO. APCO cannot shield itself from the consequences of its bad faith acts by hiding behind a
11 contract provision in the contract it "deliberately countervene[d] the intention and spirit of."

12 **B. APCO's Arguments Regarding Helix's Project Manager Costs Are Based on**
13 **Conclusions Not Reached by This Court and are Contradicted by the**
14 **Evidence Presented at Trial**

15 APCO's arguments regarding Helix's award of damages for Kirk Williams' time appears
16 to arise from a mere misstatement in the Court's FFCL. In Paragraph 22 of the FFCL, the Court
17 states that Mr. Williams' time was only accurately tracked through Helix's Job Cost Report.
18 However, this is the opposite of what Mr. Williams' testified to at trial.⁶ Mr. Williams testified that
19 the time he recorded in the Job Cost Report was not accurate, as he was tracking his time on other
20 projects despite working the amount claimed on the Project each day.⁷ Mr. Williams testified that
21 in order to limit the perceived costs on the Project, he would track his time spent on the Project to
22 other projects because the appearance of going over budget on the Project would negatively reflect
23 on him.⁸ In other words, the Job Cost Report captured only a fraction of the time he actually spent
24 on the Project and is therefore not an accurate reflection of his time and Helix's costs. Instead, the
25 accurate indicator of Mr. Williams' time is the claim for extended overhead that Mr. Williams
26 himself put together contemporaneous with the Project. Mr. Williams testified credibly regarding
27 the amount of work he completed daily for the Project.⁹ APCO also appears to insinuate that Mr.

28 ⁶ Exhibit 1, 75:18-25; 77:5-9

⁷ *Id.* at 76:2 – 77:25.

⁸ *Id.* at 76:13-23.

⁹ *Id.* at 66:22 – 67:9.

Williams was reassigned to another project in March 2013 when, in reality, Mr. Williams worked on both the Project and a new project simultaneously, never stopping work on the Project until its completion in October of 2013.¹⁰ In fact, Mr. Williams testified specifically that having the new job start “doesn’t change the fact of the duties that [he] still was required to do” on the Project.¹¹

APCO argues that the Court “rejected any suggestion that Helix was entitled to four hours of everyday [sic] for Williams’ time.” This Court never made such a ruling. APCO further argues that the Court rejected Helix’s billings, despite the Court awarding Helix the entirety of the amounts claimed in those billings other than for Ray Prietzel’s time. Finally, APCO asserts that the Court limited Helix’s recovery to the actual costs reflected in the job cost report. Again, this plainly contradicts the testimony at trial and the actual decision given by the Court which made no reference to limiting Helix to the amounts contained in the Job Cost Report. In fact, a significant amount of time at trial was dedicated to explaining why numerous costs incurred by Helix would not be reflected in the Job Cost Report. For instance, neither Helix’s job trailer or project truck are included in Helix’s Job Cost Report, yet Helix actually incurred costs for these items on the Project and the Court included them in its award.

APCO’s arguments are based entirely off incorrect assertions regarding what this Court held and completely ignores the testimony of Mr. Williams that was introduced to support Helix’s claimed Project Manager costs. While APCO complains that “substantial evidence” does not support the Court’s award, Mr. Williams’ testimony was persuasive and completely supported the claimed costs.

III. CONCLUSION

APCO’s Motion should be denied, as substantial evidence supports the Court’s decision to award Helix damages for the time attributable to Kirk Williams, and the majority of APCO’s arguments for reducing that award are based upon asserted findings this Court did not make. Furthermore, because the Court overlooked Helix’s stronger argument regarding NRS 338.485(2)(c)(4), even if APCO were correct that the damages awarded by the Court would be

¹⁰ *Id.* at 77:15-25.

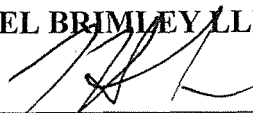
¹¹ *Id.* at 77:21-23.

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

1 barred by the no damage for delay provision, that provision is void and unenforceable.

2 Dated this 29th day of July, 2019.

3 PEEL BRIMLEY LLP

4 

5 CARY B. DOMINA, ESQ.

Nevada Bar No. 10567

6 RONALD J. COX, ESQ.

Nevada Bar No. 12723

7 JEREMY HOLMES, ESQ.

Nevada Bar No. 14379

8 3333 E. Serene Avenue, Suite 200

Henderson, Nevada 89074-6571

9 Telephone: (702) 990-7272

cdomina@peelbrimley.com

10 rcox@peelbrimley.com

jholmes@peelbrimley.com

11 Attorneys for Plaintiff

12 Helix Electric of Nevada, LLC

**COUNTERMOTION FOR AMENDMENT OF FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

I. INTRODUCTION

While APCO believes the Court erred in its decision by awarding Helix more than was supported by evidence at Trial, Helix believes that the Court actually overlooked several important issues and evidence when reaching its conclusion that led to Helix being awarded less than it should have been. First, the Court did not address one of the two NRS 338.485 arguments presented by Helix to render the no damage for delay clause unenforceable.

Second, Helix believes the Court erred in limiting Helix's recovery to the same compensable period APCO accepted through its settlement with CNLV. Helix believes the Court overlooked the fact that APCO made a business decision to accept CNLV's settlement offer which excluded four months of its claim for extended general conditions, even though Joe Pelan, APCO's General Manager, testified that he disagreed with CNLV's decision to eliminate those four months. Moreover, APCO never even informed Helix of CNLV's determination of noncompensable days, let alone allowed Helix the opportunity to dispute it, making it improper for Helix to be bound by those same terms.

Lastly, the Court appears to have misconstrued Mr. Prietzel's testimony, as it found that he was not engaged in superintendent duties from the period of May through October 2013 simply because he was not supervising other Helix employees. However, Mr. Prietzel clearly testified that he continued to perform superintendent duties and responsibilities even though he was the sole Helix employee on the Project. Specifically, Mr. Prietzel testified extensively that the superintendent duties he continued to carry out throughout the tail end of the Project took up at least half of his day, every day.

Accordingly, Helix believes this Court should amend its Findings of Fact and Conclusions of Law and award Helix the full amount of its Claim.

///

///

///

1 **II. LEGAL ARGUMENTS**

2 **A. The Court Overlooked Helix's Arguments Regarding NRS 338.485(2)(c)(4)**
3 **and Should Have Found the No Damage for Delay Provision Void and**
4 **Unenforceable**

5 As was argued above in the Opposition, Helix believes the Court overlooked the second
6 prong of the NRS 338.485 argument made by Helix at trial. NRS 338.485(2)(c)(4) states that a
7 clause that acts to waive, release or extinguish a claim or right for damages that the contractor may
8 otherwise possess or acquire as a result of a delay that is "[c]aused by a decision by the public body
9 to significantly add to the scope or duration of the public work" is against public policy and is void
10 and unenforceable.

11 The Project's duration was scheduled for 12 months yet, after numerous delays and changes
12 made by CNLV, the Project took approximately 21 months to complete. Nearly doubling the
13 duration of the Project is certainly a "significant" addition to the duration of the public work. At
14 trial, Joemel Llamado testified that CNLV granted APCO an extension of time of 180 non-
15 compensatory days and 165 compensatory days.¹² In his testimony, Mr. Llamado stated (i) CNLV
16 made the ultimate decision to extend the duration of the Project; and (ii) he believed that an
17 extension of 180 days to the Project originally scheduled to last one year was a significant addition
18 to the duration of the Project.¹³ In reality, the Project was actually delayed approximately 287 days.
19 Furthermore, this Court also acknowledged that CNLV made numerous changes to the Project
20 throughout its duration in its FFCL and that these changes impacted the parties.¹⁴ As a result, while
21 CNLV may not have abandoned the Project, it certainly significantly added to the duration of the
22 public work, triggering NRS 338.485(2)(c)(4) and rendering the no damage for delay clause void
23 and unenforceable.

24 ///

25 ///

26 ///

27 ¹² Exhibit 1, 141:4 – 144:9.

28 ¹³ *Id.*, 141:14 – 142:19.

¹⁴ See FFCL, at ¶ 53.

1 **B. The Court Overlooked the Fact that APCO Made a Business Decision to Settle**
2 **with CNLV for Less than its Claim for Extended General Conditions and**
3 **Never Provided Helix with an Opportunity to Dispute CNLV's Offered**
4 **Compensable Period**

5 The Court held in its FFCL that Helix's recovery for extended overhead costs would be
6 limited in the same manner that CNLV limited APCO's recovery. Helix believes the Court
7 overlooked both the fact that Joe Pelan testified that APCO made a business decision (i) not to the
8 challenge CNLV's position regarding the four months for non-compensable delay; and (ii) not to
9 inform Helix of its settlement with CNLV or provide Helix with the opportunity to dispute CNLV's
10 reduction of the extended overhead claim from nine months to five months. Specifically, when Mr.
11 Pelan was asked whether he reached out to Helix to "give them an opportunity to present some sort
12 of defense or support to rebut what [CNLV] was saying" regarding CNLV's assertion of
13 noncompensable days, he responded "No."¹⁵ Through the following exchange, it came to light that
14 APCO made a business decision to accept CNLV's settlement offer which significantly reduced its
15 claim for extended general conditions, and that it did so without discussing it with Helix or any
16 other potentially affected subcontractor:

16 Q [Mr. Domina]: Okay. So APCO made a business decision to take
17 what was being offered, which admittedly was 119 days less than
18 what it was seeking by way of its initial change order request; is that
19 correct?

20 A [Mr. Pelan]: That's correct.

21 Q: Okay. And you made that business decision without including any
22 discussion with your subcontractors, including Helix; correct?

23 A: That's correct.¹⁶

24 Accordingly, Helix's recovery due to APCO's breach of the covenant of good faith and fair
25 dealing should not be limited due to APCO's decision not to fight CNLV's assessment, especially
26 because Helix was never given an opportunity to rebut CNLV's position. APCO made a business
27 decision to accept CNLV's offer and admitted that it never even provided Helix an opportunity to
28 dispute this reduction. Helix should not be penalized by having its damages limited due to APCO's
very same bad faith conduct that forms the basis for those damages. Helix would have disputed
CNLV's assessment if it had been given the chance, or had Helix even been aware of the dialogue

¹⁵ Exhibit 3, 34:18-23.

¹⁶ *Id.* at 35:18 – 36:1.

1 between CNLV and APCO. Instead, APCO prevented Helix from doing so and took the money
2 from CNLV and then continued to mislead Helix as to what was happening with Helix's claim. As
3 a result, this Court should allow Helix to recover for the full duration of the delay and increase
4 Helix's award by \$55,584.28.¹⁷

5
6 **C. The Court Misinterpreted Ray Prietzel's Testimony and Overlooked the**
7 **Substantial Amount of Superintendent Work that Needed to be Completed for**
8 **the Project Even When Mr. Prietzel Was Operating Without a Crew**

9 In the Court's FFCL, the Court reasoned that Ray Prietzel's superintendent costs sought by
10 Helix were not recoverable because Mr. Prietzel "was completing base Subcontract work and
11 change order work," "was paid for his time on site under the approved change orders," and was
12 "supervising only himself." While it is true that Mr. Prietzel was the only Helix employee
13 completing work on the Project for the last period of the Project, Mr. Prietzel testified exhaustively
14 about the amount of superintendent work that was required of him every day regardless of how
15 many employees Helix had on site. Mr. Prietzel testified that his time on site was split roughly 50-
16 50 between engaging in superintendent duties and completing contract / change order work.¹⁸ In
17 fact, Mr. Prietzel testified that as the Project came to a close, the amount of time required for
18 superintendent duties would actually increase further.¹⁹

19 When this Court asked Mr. Prietzel directly how much time he spent doing actual hands-on
20 contract work for the Project after he was the only Helix employee on site, Mr. Prietzel responded:

21 I'd say the best -- the best and most honest thing would be about a
22 50-50 time. The amount of paperwork that it takes to consume and
23 start on that and checklists and the safety responsibilities we have --
24 because as a single father I'm going home safe -- so we have to be
25 safe and the actual work, that would be my most honest answer.²⁰

26 While Mr. Prietzel was able to continually spent about half his time completing contract
27 and change order work, he was forced to work in an incredibly inefficient manner due to the fact
28 that the work was not being released to him in a timely fashion, to the point that it was more cost

¹⁷ Mr. Prietzel's time should be compensable for this period due to the fact that Helix had a full crew working during this period regardless of this Court's rulings on the arguments in Section II(C) below.

¹⁸ Exhibit 2, 19:20 – 20:5.

¹⁹ *Id.* at 20:3-5.

²⁰ *Id.* at 32:15-20.

1 efficient for him to handle the Project alone.²¹

2 Mr. Prietzel testified that he was required to attend various Project meetings on a frequent
3 basis, coordinate and walk the site with various inspectors, complete all the necessary paperwork
4 for the Project, work with various other trades to solve problems that arise on a day-to-day basis as
5 well as coordinating work with those trades.²² These were duties and responsibilities that only
6 superintendents perform. Mr. Prietzel also explained how safety inspections were necessary each
7 day and were part of the superintendent's duties, as it was his responsibility to not only make sure
8 Helix's employees were safe, but also that any other trades working in the areas where Helix was
9 working were also safe.²³ Mr. Prietzel went on to testify that he conducted these inspections and
10 undertook all of the general superintendent duties even when he was the only Helix employee on
11 site.²⁴ Further, as this Court noted, Helix was required to have a superintendent on site at all times
12 by the Labor Commissioner and OSHA regulations.²⁵ Kirk Williams also testified to the daily
13 duties of Helix's superintendent when explaining why the four hours per day assessment was
14 proper. Mr. Williams, who oversaw Mr. Prietzel for the Project, stated:

15 Helix requires extensive amounts of paperwork from project
16 manager as well as superintendents. That is, I would say, like I said,
17 three or four times as much as your average contractor. So that
18 there's multiple – there's dailies, there's check-in of equipment, all
19 of this has to get signed, submitted into the office, and it has to be
20 done daily performance that supervisors – Helix feels supervisors are
21 required to do.²⁶

22 At no point was Mr. Prietzel's credibility regarding the superintendent work he was required
23 to do on a daily basis challenged or impeached. At no point did APCO present arguments or
24 evidence that Mr. Prietzel was not actually undertaking the superintendent duties he testified to. As
25 such, Helix firmly believes that Mr. Prietzel's time should not have been excluded from Helix's
26 recovery, as half, if not more, of Mr. Prietzel's time during the delay period was spent solely on
27 superintendent work each day, for which Helix has not been compensated. Accordingly, Helix

28 ²¹ *Id.* at 13:9-25.

²² **Exhibit 1**, 168:53 – 175:17.

²³ *Id.* at 169:13-25; 175:24 – 178:15.

²⁴ **Exhibit 2**, 13:5-8.

²⁵ FFCL, at ¶ 26.

²⁶ **Exhibit 1**, 67:13-20.

1 requests that this Court amend its Findings of Fact and Conclusions of Law to permit the recovery
2 of Mr. Prietzel's time as claimed by Helix in the amount of \$57,400.00 for the period of January
3 through October 2013. In the event the Court is not convinced that Helix is entitled to recover
4 damages for the entire delay period as argued above, Helix should be awarded \$37,800.00 for the
5 period of May through October 2013.

6 **III. CONCLUSION**

7 Helix believes this Court overlooked several key areas of testimony in drafting its FFCL
8 that resulted in Helix's recovery being negatively impacted. The evidence at trial supported the
9 argument that the no damage for delay provision should be rendered void and unenforceable due
10 to CNLV's extension of the Project. The evidence established that Helix should not be bound by
11 APCO's decision not to fight CNLV's reduction of compensable days, and refusal to include Helix
12 in this decision-making process. And the evidence established that even when Mr. Prietzel was the
13 sole Helix employee on-site, he was performing an enormous amount of superintendent duties
14 independent of the contract and change order work he was being compensated for by APCO. As a
15 result, Helix believes the Court should amend its FFCL and increase Helix's award to the full
16 amount sought by Helix, \$138,151.40.

17 Dated this 29th day of July, 2019.

18 **PEEL BRIMLEY LLP**

19 
20 CARY B. DOMINA, ESQ.
Nevada Bar No. 10567
21 RONALD J. COX, ESQ.
Nevada Bar No. 12723
22 JEREMY HOLMES, ESQ.
Nevada Bar No. 14379
23 3333 E. Serene Avenue, Suite 200
Henderson, Nevada 89074-6571
24 Telephone: (702) 990-7272
cdomina@peelbrimley.com
25 rcoc@peelbrimley.com
jholmes@peelbrimley.com
26 Attorneys for Plaintiff
Helix Electric of Nevada, LLC
27
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to Nev. R. Civ. P. 5(b), I certify that I am an employee of **PEEL BRIMLEY,**
3 **LLP**, and that on this 28th day of July, 2019, I caused the above and foregoing document,
4 **HELIX ELECTRIC OF NEVADA, LLC'S (i) OPPOSITION TO APCO**
5 **CONSTRUCTION, INC.'S AND SAFE INSURANCE COMPANY OF AMERICA'S**
6 **MOTION FOR CLARIFICATION AND/OR AMENDMENT TO FINDINGS OF FACT**
7 **AND CONCLUSIONS OF LAW; AND (ii) COUNTERMOTION FOR AMENDMENT TO**
8 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**, to be served as follows:

- 9
- 10 ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed
11 envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- 12 ☒ pursuant to NEFCR 9, upon all registered parties via the Court's electronic filing
13 system;
- 14 ☐ pursuant to EDCR 7.26, to be sent **via facsimile**;
- 15 ☐ to be hand-delivered; and/or
- 16 ☐ other _____

17 to the attorney(s) and/or party(ies) listed below at the address and/or facsimile number indicated
18 below:

19 **Attorneys for APCO Construction and Safeco Insurance Co.**

20 John Randall Jefferies, Esq. (rjefferies@fclaw.com)

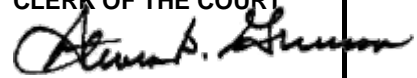
21 Brandi M. Planet, Esq. (bplanet@fclaw.com)

22 

23 An employee of **PEEL BRIMLEY, LLP**

24
25
26
27
28
PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

EXHIBIT 1



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

HELIX ELECTRIC OF NEVADA LLC,)
)
Plaintiff,)
)
vs.)
)
APCO CONSTRUCTION, et al.,)
)
Defendants.)

CASE NO. A-16-730091-B
DEPT NO. XI

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

MONDAY, JUNE 3, 2019

BENCH TRIAL - DAY 1

APPEARANCES:

FOR THE PLAINTIFF:

CARY B. DOMINA, ESQ.
JEREMY D. HOLMES, ESQ.
RONALD J. COX, ESQ.

FOR THE DEFENDANTS:

JOHN R. JEFFERIES, ESQ.

RECORDED BY: JILL HAWKINS, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

I N D E X

Opening statement for the Plaintiff by Mr. Domina	5
Opening statement for the Defense by Mr. Jefferies	15

W I T N E S S E S

WITNESSES FOR THE PLAINTIFF:

KURK WILLIAMS

Direct Examination by Mr. Domina	18
Cross-Examination by Mr. Jefferies	81
Redirect Examination by Mr. Domina	116

JOEMEL LLAMADO

Direct Examination by Mr. Domina	120
Cross-Examination by Mr. Jefferies	154
Redirect Examination by Mr. Domina	160

RAINER PRIETZEL

Direct Examination by Mr. Cox	163
-------------------------------	-----

E X H I B I T S

JOINT EXHIBITS ADMITTED:

JX1-JX43	3
JX45-JX78	3

1 BY MR. DOMINA:

2 Q You recognize this document?

3 A Yes.

4 Q And what is this?

5 A This is the additional amount from September through
6 October for extended overhead of that time.

7 Q The 26,304, correct?

8 A Yes.

9 MR. DOMINA: And then, Chris, if you'd go to page 3
10 of that document.

11 BY MR. DOMINA:

12 Q Is this the breakdown that we looked at earlier?

13 MR. DOMINA: If you could twist it. There.

14 BY MR. DOMINA:

15 Q Is this the breakdown of -- similar to what we saw
16 for the months of January through August?

17 A Yes.

18 Q Okay. Now, looking at -- since --

19 MR. DOMINA: Chris, if you can scroll down to the
20 language right under the table there.

21 BY MR. DOMINA:

22 Q Okay. Yeah. It says -- the second line says,
23 Project manager based on four hours a day at \$65 an hour.
24 Explain that to me. How did you come up with that charge?

25 A Well, there's a certain amount of daily tasks

1 performed with each project that you do at Helix. And I say
2 Helix, meaning Helix-specific, because at Helix you do about
3 three if not four times the amount of tasks than the normal
4 contractor, if you will. It's a -- basically, a requirement,
5 part of their systems. That -- I can't say that it's all four
6 hours every day. Some hours -- sometimes it's eight, sometimes
7 it's six, sometimes it's two. But on average, that's roughly
8 what you're spending on each project, roughly, that you're
9 doing at Helix.

10 Q Okay. And so the line item below that or the
11 description below that says superintendent at four hours a day
12 at 70 bucks an hour. How did you come up with that analysis?

13 A Same principle. Helix requires extensive amounts of
14 paperwork from project manager as well as superintendents.
15 That is, I would say, like I said, three or four times as much
16 as your average contractor. So that there's multiple --
17 there's dailies, there's check-in of equipment, all of this has
18 to get signed, submitted into the office, and it has to be done
19 daily performance that supervisors -- Helix feels supervisors
20 are required to do.

21 MR. DOMINA: Okay. Chris, take -- let's go back to
22 page 11 of Exhibit 25.

23 BY MR. DOMINA:

24 Q So we looked at the e-mail where Eddie had forwarded
25 the two -- the invoices for the two additional months. Below

1 MR. DOMINA: Okay. Chris, can you pull that up for
2 us here? And then blow it up, because now I'm out of a copy.
3 I was not going to --

4 THE COURT: Well, you gave us a yellow highlighted
5 version.

6 MR. DOMINA: I did. That's okay.

7 THE COURT: Okay. That okay with you?

8 MR. JEFFERIES: Sure.

9 THE COURT: All right. Okay. Thank you.

10 MR. DOMINA: We can make another. We can replace it
11 if we need to. But --

12 BY MR. DOMINA:

13 Q So what I'd like you to look at here is, starting in
14 February --

15 MR. DOMINA: Actually, let's go down to March, Chris.
16 Scroll down.

17 BY MR. DOMINA:

18 Q So in March, if you look at the total, all of those
19 weeks are there. You have March 3rd, 10th, 17th, 24th, and
20 31st. Those are all the week ending. And I calculated, based
21 on the job cost report, the number of hours that were reflected
22 in that report. And it showed for a total of 13 hours for the
23 month of March 2013. Do you believe that to be an accurate
24 reflection of the time that you spent on the project?

25 A No.

1 Q And why would you say that?

2 A Well, one, as I previously mentioned, at Helix, you
3 do three to four times the amount of work that you normally do
4 for contractors. As a salaried employee, and you have to turn
5 in a time card at Helix -- you typically work in a project
6 manager role at Helix, you typically work anywhere from 55 to
7 60 hours in a week. I'd say average contractor is more like
8 45, 55 hours. So with all the project management duties that
9 you have -- it's a salaried position -- you're not overly
10 concerned. A time card is more of a nuisance to you that you
11 just start putting time. You turn in 40 hours, for lack of
12 better terms.

13 Also, I can specifically remember a little bit about
14 this project in that the project management dollars that was
15 allocated in the cost code was starting to take hits because
16 the job was running over longer. So I get graded on
17 performance. Although there's a pending claim, it may have
18 just went away.

19 So you -- so as you're starting new project that
20 had -- may have more additional project management time, you
21 start putting more time over there. But it doesn't change the
22 fact that every day, every week, every month you have the
23 continuous duties that you had to perform from day one.

24 MR. DOMINA: So, Chris, scroll down to the bottom of
25 the table there, April.

1 BY MR. DOMINA:

2 Q So April shows --

3 MR. DOMINA: Whoops, not too far. Just April.

4 BY MR. DOMINA:

5 Q April shows 12 hours of time that you worked on that
6 project, based on what the job cost report reflects; do you
7 believe that that accurately represents the amount of time that
8 you would have spent in April of 2013?

9 A No.

10 Q And again, can you tell me concisely why you believe
11 that is?

12 A Because as long as -- as long at Helix Electric that
13 the job is open, you are required to do certain daily, weekly,
14 and monthly tasks that require a certain amount of time for you
15 to do them in. So I remember specific here, in late March,
16 early April, I was starting a big \$8 million utility solar
17 project that -- hey, we got a new job, everything's going good,
18 this job is going in the extended overhead. That job was about
19 a four-month job, it had a lot of project management time in
20 it.

21 So I start putting more cost over there. But it
22 doesn't change the fact of the duties that I still was required
23 to do as far as invoicing, approval of construction building
24 materials, material recs, equipment requests, the norm from
25 starting from day one. It just doesn't change.

1 A Uh-huh.

2 Q But you don't get paid for that day?

3 A Right.

4 Q Okay. Here, it says APCO was granted 119 -- and I
5 guess my question is can you shed some light on what happened
6 there for APCO to have been granted 119 noncompensatory days?
7 Because it's not talking about future, it's talking about past,
8 would you agree?

9 A It's -- yes. Because we're already -- what's the
10 date of this letter? October 3rd already?

11 Q Right.

12 A Yeah. This is beyond that date, January 11 through
13 May 10th. So.

14 Q Okay. So is it your understanding that the City
15 granted APCO an additional 119 noncompensatory days to the
16 contract?

17 A Correct.

18 Q And that would be a decision that the City makes
19 based on what?

20 A That was actually the decision of the acting City
21 manager at that point, so --

22 Q Okay.

23 A -- that was not my call.

24 Q The buck stopped with him?

25 A Yes.

1 Q He made that decision?

2 A Yes.

3 Q Okay. And then it goes on to say that further review
4 of the subject TIAs indicate APCO should be given an additional
5 61 calendar days of additional time extension but not
6 compensatory.

7 A Yes.

8 Q So if you add the 119 and the 61 --

9 A Okay.

10 Q -- you're an engineer, so you probably know that off
11 the top of your head, right? I have to get the calculator out.
12 But I think it's 180 days.

13 A 180 days, yes.

14 Q Yeah.

15 A Right.

16 Q Do you believe that adding 180 days to a project that
17 was only a one year -- or scheduled to be one year is a
18 significant amount of time to increase the project schedule?

19 A I would say so, yes.

20 Q Let's take a little bit further look into this
21 document. I want to look at this table here. The very middle
22 of the table is where you have general conditions showing up,
23 do you see that?

24 A I see it.

25 Q And it says that the general conditions are

1 \$1,750.65, and do you understand that to be a daily cost -- a
2 daily price?

3 A Yes. Correct.

4 Q So this price is a daily cost that APCO is
5 identifying or claiming against the City, but it's not actually
6 backed up by a job cost report or actual cost, is it?

7 A I don't recall how they got the 1750.55 per day. I
8 don't know.

9 Q Okay. But it's a daily -- it's a -- in other words,
10 if you take a hundred and -- or however many days -- if you
11 take a hundred days and times it by that, that's the general
12 conditions that the City was -- would be agreeing to pay --

13 A Right.

14 Q -- APCO?

15 A Correct.

16 Q All right. Let's go to the last sentence, just above
17 that same table. I guess it's maybe two sentences. It says,

18 Given the numerous changes and multiple
19 delays that occurred during this project, but
20 not included in your TIAs, the City is
21 prepared to offer you compensatory days of
22 165 days from May 10th, 2013, to
23 October 25th, 2013, for a total amount of
24 \$560,724.16, based on the following
25 evaluation.

1 A Uh-huh.

2 Q So is it an accurate statement? If I were to take
3 165 days and times it by that 1,750, that would be the
4 number -- the general condition amount that the City agreed to
5 pay APCO for this delay?

6 A 165 days from May 10th do not compensate for the
7 days. I don't know where they get the 560 because that could
8 be anything from combination of the general conditions, any of
9 his descriptions to get to that particular day.

10 Q Okay.

11 A That amount. But it is accurate to say that it's a
12 quantity times the days. And how they got the quantity first
13 or the actual price per day, I don't know. I don't recall.

14 Q Okay. Fair enough.

15 MR. DOMINA: Let's go to the second page of that
16 document, Chris. I'd like to highlight the -- it's the fourth
17 paragraph, fifth paragraph down that says, By Agreeing. You
18 see that, Chris? So just blow that bottom half up and he'll
19 see it.

20 BY MR. DOMINA:

21 Q Do you see where it says, By agreeing to?

22 A Uh-huh. Yes.

23 Q Okay. Let's start there. It talks about -- it says,
24 By agreeing to and meeting the terms of this offer, it's
25 understood by both parties that the City waives any and all

1 Q Okay. And did you communicate with Kurk Williams?

2 A Yes, I did.

3 Q How often did you communicate with him?

4 A I'd say two to three times a week.

5 Q Okay. Did you ever meet with him in person or just
6 phone calls?

7 A Yes, I met with him in person, also telephone calls
8 or text messages, yes.

9 Q Okay. Did you guys ever walk the site together?

10 A Yes, when he would show up there, first thing we
11 would walk the site or we had site trucks, well, because the
12 site was so big, we would drive around and would show him our
13 progress or any types of delays or, you know, safety issues
14 that might be of concern to him.

15 Q Okay. So you just talked about basically the status
16 of the project and --

17 A Yes.

18 Q -- any issues?

19 A Yeah. Anything to do pertaining to Craig Ranch.

20 Q And did your communications with Mr. Williams
21 continue till the very end of the project?

22 A Yes.

23 Q So as a superintendent, what were some of your
24 day-to-day responsibilities at the project?

25 A To supervise and maintain the labor, the equipment,

1 subcontractors, perform the safety meetings. At the beginning
2 of the job we have safety meetings at the beginning. Fill out
3 daily reports, the timecards, attend the weekly subcontractors
4 meetings with APCO to review the schedule, coordinate
5 inspections, call up City of North Las Vegas, contact them or
6 NV Energy or Century Link to schedule inspections prior to any,
7 you know, work being performed.

8 Q Okay. And were you on the project every day that
9 work was being performed?

10 A Yes.

11 Q Until the very end?

12 A Yes.

13 Q Okay. Why was it important that you were on site
14 every day?

15 A Well, first of all, it would be qualified and trained
16 to notice and make sure the area's safe for all of our
17 employees there, and not just Helix employees, other employees
18 also, conduct those meetings, and I had the OSHA 30 card, so I
19 was qualified to do all of that.

20 Q And safe -- Helix is an electrical contractor, right?

21 A Yes.

22 Q So there's some significant concerns with
23 electricity?

24 A Absolutely. With the trenching and the layout, you
25 know, possible hazard of actually hitting some of that stuff.

1 Q You mentioned contractor meetings; what were those
2 meetings for?

3 A It would be in APCO's trailer, usually Marc Yocum
4 [phonetic] or Noah Holmes would perform those and it would just
5 state the job -- where the job was at, what -- you know,
6 where -- okay, here, we're going to go here under this area, or
7 we're going to go under this area. We need you, you know, just
8 scheduling and laying out the work for not just Helix but for
9 the other subcontractors on that job.

10 Q And how often were those meetings?

11 A Once a week.

12 Q Did everyone attend those, including laborers?

13 A No. It would have just been the foreman's
14 superintendent or supervisors from myself and the other
15 contractors there.

16 Q Okay. So you said that you coordinated work with
17 other trades?

18 A Yes.

19 Q What other trades did you coordinate with?

20 A It would have been with the plumbers, could be the
21 plumber, it was some of the steel engineers. I would have
22 coordinated with APCO.

23 Q And why would you have coordinated with APCO?

24 A Because I was ultimately responsible for laying out
25 the trenches for them to dig. They were dig -- doing the

1 digging and stuff for us, so it was my -- I had to go out there
2 with the prints, so I had to evaluate the area: Is this the
3 correct place to put a trench? Or would there some live
4 utilities or something here? Should we move this here? So me
5 coordinate, me laying it out, that was my responsibility. And
6 then from there they could follow the, you know, the marks or
7 the directive from me.

8 Q Okay. And so that's trenching and back hoeing, and
9 I'm sorry --

10 A Yeah.

11 Q -- I interrupted you. You said plumbers?

12 A Oh, yeah, I'm sorry.

13 Q Why would you be coordinating with plumbers?

14 A Yeah. With a plumber, we had rest room areas that
15 were poured in place in concrete. And in the middle of those
16 restroom areas would have been plumbing chases. And in that
17 plumbing chase, that's where it got kind of crowded. So we
18 would have -- it was a subpanel, it was basically a mini
19 transformer with a panel in there. And I had to coordinate
20 with them, can we put it on this wall or this wall? How are
21 you running your pipes? Where are your automatic flushers
22 going? How are you mounting your racks? It's just one of
23 those deals you just can't throw in there, because then one
24 guy's going to be on top of the other.

25 Also, you know, hey, the mirrors and the sinks are

1 going right here. Hey, there might be a GFI -- GFCI receptacle
2 right there. You want to make sure it doesn't get installed
3 where there's an actual, you know, divider, where the urinals
4 or the stalls are, or if there's a door right there, so it's
5 behind the door. It's got to be met so it's accessible and not
6 in the way of other trades.

7 Q Okay.

8 A So just common practice.

9 Q So as a superintendent, you're basically working with
10 other trades solving problems that come up on a day-to-day
11 basis?

12 A Solving issues that could be problems, just catching
13 them beforehand. But yeah, it had -- it's through
14 communication and preplanning.

15 Q Okay. Did you ever coordinate with landscaping?

16 A Yes.

17 Q Why?

18 A To find out where they're running their 2-inch main
19 water lines. We didn't want to coincide with them. We were
20 doing trenching, find out the depth of their pipes. So, you
21 know, we had a minimum depth we have to require, so if we have
22 to go a little bit deeper, we would go deeper and let them run
23 on top. Also where his valves and stuff were located, let him
24 know, Hey, I'm going to install a pole box here, will this be
25 in the way of possible sprinkler head location or, you know,

1 any of -- or his equipment could go, sometimes he had pedestals
2 with time clocks and stuff like that. So it's just
3 coordination, common practice.

4 Q Okay.

5 THE COURT: Were you doing the trenching or was
6 somebody else?

7 THE WITNESS: APCO was doing the trenching. They had
8 a operator.

9 THE COURT: Okay.

10 THE WITNESS: But I was laying it out to where they
11 had to do the trenching.

12 THE COURT: All right. Thank you, sir.

13 THE WITNESS: You're welcome.

14 BY MR. COX:

15 Q And you laid it out so that they did it correctly,
16 correct?

17 A Yes.

18 Q Okay. So you mentioned inspections. And we'll get
19 into some timecards or daily reports that talk about that. But
20 just briefly, what's the process to getting an inspection?

21 A Well, on the prints on, let's just say, for example,
22 the NV Energy drawings, you know. We get those drawings,
23 there's a project number and a phone number there. So prior to
24 some of the work, I need to call them up and say, Hey, I'd like
25 to schedule for a courtesy meeting to meet the inspector and

1 let him know what our plan is and where we're going to trench
2 this. I just didn't want to start trenching. You know, you
3 want to coordinate with him, Hey, are you happy with this
4 location? Are you good with this? So we would call them out
5 for that.

6 Then once the -- once that was approved where the
7 trenching was going to go, APCO would do the digging. You
8 know, we'd -- I would make sure after I got done painting the
9 trenches, I would go out there and make sure the depth of the
10 trenches were correct, make sure they put sand at the bottom of
11 the trenches, which is required by NV Energy. You know, make
12 sure that the sand was done. Then we would have to call for
13 inspection again, same process, calling him up, schedule him to
14 come out. Vince would usually come out -- that's the
15 inspector's name at the time. He would come out, inspect the
16 trench, see that it was sanded on the bottom, and they say, Go
17 ahead, you can install your conduit now.

18 After the conduit was installed, I would have to call
19 him up again because as a requirement, NV Energy has sand that
20 you have to put over the top of their conduits. They don't
21 like native soil, because there's rocks and stuff in it, and
22 possible damage to the -- you know, the conduit and stuff. So
23 you have to sand it. You recall him out, he inspects the sand,
24 makes sure, you know, it's installed at the proper depth, which
25 I believe was 12 inches.

1 And then after that, they would do their first lift
2 of dirt, type 2 native, do a compaction, and then they would
3 put -- we would put the NV Energy tear tape, which identifies
4 the trench, so if anyone comes behind us and happens to do the
5 digging, you know, in the first foot or two, they would hit
6 that tape and that would notify them, hey, there's an NV
7 Energy, you know, there's a conduit here, so no accidents would
8 occur. So.

9 Q And so you participated in all those inspections?

10 A Yeah, I called all of those. I walked with the
11 inspector and we made sure he passed it and once they passed, I
12 would relay it to either Mark or Noah, say, Hey, Vince passed
13 this trench, you can go ahead and backfill. And, you know,
14 when do you think you're going to have it done? Okay. And
15 then I'll call up the inspection, say, Hey, can you come back
16 out on this date? Schedule it for then and then come out and
17 do that.

18 Q When you say Mark or Noah, who are they with?

19 A Mark Yocum and Noah Holmes, they were the
20 superintendents for APCO Construction.

21 Q Okay. And would inspectors ever talk to take
22 instructions from laborers?

23 A No. They're -- no, they would only report to me.

24 Q Okay. You said earlier when you were describing your
25 daily duties, that you ran safety inspections. Can you tell me

1 about that?

2 A Well, before we start every day, so it's Helix policy
3 every day to do a safety inspection. We have certain topics
4 that are just refreshers, you know, and then also do safety
5 inspections that actually pertain to that job. That job had a
6 lot of heavy equipment and open trenches, so a lot of my safety
7 meetings would be on heavy equipment, you know, what to watch
8 out for, make sure you have your proper PPE on, you know,
9 traffic -- you know, hardhat, gloves, glasses, proper attire,
10 your boots and stuff like that.

11 So, you know, one day we might do heavy equipment,
12 the next day it would probably be -- because here were are in
13 the desert, it's 113 out, it would be heat exhaustion and
14 heatstroke. You know, we've got to make sure not only myself,
15 because, you know, I'll be in the trailer lot doing some of the
16 paperwork, but the other guys working around their other
17 workers, Hey, keep an eye on so-and-so, it's getting hot out,
18 you know, does he look a little flushed, does he need some
19 water? Let's get him in the shade. So just -- it's just
20 different safety meetings every day, just as a reminder, Hey,
21 guys, this is what's happening on the job, we need to watch out
22 for each other.

23 Q Okay. And you've coordinated these safety meetings?

24 A Yeah, every morning I did.

25 Q Okay.

1 A Everyone signed in, and I coordinated the meetings.
2 I picked the topic.

3 Q And then did you also check the areas that you're
4 working in to ensure that they were safe?

5 A Oh, absolutely. Because each night, you know, Craig
6 Ranch Park there's a lot of traffic out there, so sometimes you
7 get vagrants in at night or kids that come in at night, like to
8 mess around. And even though the night before, you know, when
9 we leave, we make sure our barricades are up and everything's
10 safe, sometimes you would come in, the wind would come up,
11 barricades would be down, so we'd have to go back, you know,
12 say, hey, guys, let's get the caution tape back up here.

13 Are there any new hazards? There's other trades and
14 stuff that are in those work areas, you know, we do a safety
15 check where we check all of our extension cords and all of our
16 tools to make sure they're working properly. I'm not sure
17 every other sub out there does that. So it's my
18 responsibility, if my guys are in your work area, and say
19 you're the plumber, I'm going to physically -- I'm going to go
20 and take a look and just make sure your cord is okay. If your
21 cord happens to be frayed and I notice some, you know, the
22 insulation is ripped off and there's a possible chance for my
23 guys to get zapped or electrocuted, you know, if I power off
24 the generator, I'm going to tell them, Hey, let's get -- let's
25 stop or at least let the plumber, hey, let's take this cord out

1 of there, why don't you use our cord to make it a safe
2 environment.

3 Because also goes for iron workers. You know, they
4 use Hilti ramset guns with .22 caliber shots in them, you know,
5 powder actuated tools, and sometimes you find those laying on
6 the ground with an empty shell or a shot in it. Well, if you
7 happen to kneel down, you know, and you don't see that shot,
8 and you kneel down on that, that thing can go off and do some
9 serious damage not only either to your foot or your knee, it
10 wouldn't be a pretty sight. So those are just issues and
11 you've got to take care of it.

12 Q Yeah. And you do that every day, wherever you guys
13 were working to make sure you guys were safe?

14 A Every area we go in has got to be inspected to make
15 sure it's safe.

16 Q Okay. Did you create daily job reports?

17 A Yes.

18 Q Okay. And we're going to go ahead and turn through
19 some of those.

20 MR. COX: Chris, if you could, it's Joint Exhibit 5.

21 THE WITNESS: Is there a book you want me to grab or?

22 MR. COX: They're going to --

23 THE COURT: It should be in the first volume --

24 MR. COX: -- pull up on the screen --

25 THE COURT: -- or you can look on the screen.

1 MR. DOMINA: Okay.

2 THE COURT: Because you will walk in with somebody
3 who is whining and still saying stuff, and I'll say, Oh, gosh,
4 guys, I've got to start my trial.

5 Have a nice evening.

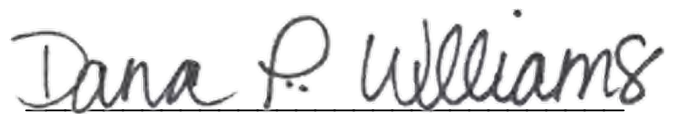
6 (Proceedings recessed for the evening at 4:47 p.m.)

7 -oOo-

8 ATTEST: I do hereby certify that I have truly and correctly
9 transcribed the audio/video proceedings in the above-entitled
10 case.

11

12

A handwritten signature in cursive script that reads "Dana L. Williams". The signature is written in dark ink and is positioned above a horizontal line.

13

Dana L. Williams
Transcriber

14

15

16

17

18

19

20

21

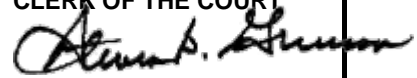
22

23

24

25

EXHIBIT 2



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

HELIX ELECTRIC OF NEVADA LLC,)
)
Plaintiff,)
)
vs.)
)
APCO CONSTRUCTION, et al.,)
)
Defendants.)

CASE NO. A-16-730091-B
DEPT NO. XI

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

TUESDAY, JUNE 4, 2019

BENCH TRIAL - DAY 2

APPEARANCES:

FOR THE PLAINTIFF: CARY B. DOMINA, ESQ.
JEREMY D. HOLMES, ESQ.
RONALD J. COX, ESQ.

FOR THE DEFENDANTS: JOHN R. JEFFERIES, ESQ.

RECORDED BY: JILL HAWKINS, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

JD Reporting, Inc.

I N D E X

W I T N E S S E S

WITNESSES FOR THE PLAINTIFF:

RAINER PRIETZEL

Continued Direct Examination by Mr. Cox 6

Cross-Examination by Mr. Jefferies 20

VICTOR FUCHS

Direct Examination by Mr. Cox 34

Cross-Examination by Mr. Jefferies 70

ROBERT JOHNSON

Direct Examination by Mr. Domina 83

Cross-Examination by Mr. Jefferies 127

Redirect Examination by Mr. Domina 150

WITNESSES FOR THE DEFENDANTS:

JOE PELAN

Direct Examination by Mr. Jefferies 153

E X H I B I T S

PLAINTIFF'S EXHIBITS ADMITTED:

PX101 December 14, 2015, Email string regarding promissory note (promissory note attached) 67

PX102 Exhibit 20 to Joe Pelan September 8, 2017, Deposition 45

1 handle that myself. I could take care of all the paperwork,
2 the documentations, the drawings, the updates, and if any work
3 that was delayed could be released, I could handle it at that
4 time myself.

5 Q So you're still doing obviously the superintendent
6 work with the paperwork, the as-builts, the safety inspections,
7 all of that even though you're the only guy there?

8 A Yes. That's correct.

9 Q And you said as work is released you could get it.
10 What do you mean by that?

11 A Well, you might want to go over to a certain area,
12 and it's still not ready for you to install that. You know,
13 there's quite a delay. Hey, there's an issue right here. So
14 then I would probably go to another area, see if we could
15 possibly take care of some of the items in the other area and
16 stuff.

17 Q So you're still performing work as that work is
18 released to you and available to you?

19 A Correct.

20 Q So if you had let's say the four guys that you
21 previously had back on the site, would you be able to get that
22 work done quicker?

23 A It wouldn't be cost effective. I mean, I could do
24 that myself. Quicker, yeah, but at the time, if it's not
25 ready, they'd be standing around twiddling their thumbs, and

1 turning it over, you know, you're going to have the grand
2 opening at the park. There was some existing light poles out
3 there that, you know, we didn't have to deal with. Some of
4 those lights were not working, were not functional. So I would
5 just bring it to their attention. Hey, you know, you either
6 need to order fuses, new lamps or ballasts, and we would just
7 walk the site showing them, hey, this is the new fixtures that
8 Helix installed. These were the existing fixtures that we
9 didn't install. That would be a North Las Vegas punch list,
10 you know, for them to repair that before the grand opening.

11 Q Okay. Thank you. And then it says return Site Truck
12 Number 66. What is the site truck?

13 A That would be our work site truck to where we haul
14 material, tools and stuff around since the park is so big. You
15 know, we could be in multiple areas different times. So that's
16 truck that we got from our tool department and stuff also.

17 Q Okay. So as of 10 -- October 10th, 2013, or up
18 until October 10th, 2013, the site truck was on site?

19 A That's correct. Number 66. Yes.

20 Q Okay. On average, how much time would you say you
21 spent doing superintendent work or the actual physical work?

22 A To break it in between, it would probably be 50-50 or
23 slightly more. Because closing out a job, you'll be doing a
24 lot of documentation and files and reports and the blueprint
25 drawings, you know, the as-builts, turning over the files, you

1 know, leasing it, walking with North Las Vegas and the
2 inspectors, make sure they're approving, you know, all of our
3 methods and means that we did. So towards the end, towards
4 finishing off a job like that, it would be more towards the
5 superintendent's side I would say.

6 MR. COX: Okay. I don't have any other questions.
7 Thank you.

8 THE COURT: Cross-examination.

9 MR. JEFFERIES: Yes, Your Honor. May I do it from
10 counsel table?

11 THE COURT: It's between you and Jill.

12 CROSS-EXAMINATION

13 BY MR. JEFFERIES:

14 Q Good morning, sir.

15 A Good morning. I hope you enjoyed your vacation.

16 Q Last night you mean?

17 A Yeah.

18 Q Sir, you've gone through a number of duties, be it
19 coordinating inspections, doing paperwork. Did you perform
20 those duties in 2012 as well?

21 A That would have been Rick Clement when he was there.

22 Q Okay. And he was the?

23 A He was the superintendent.

24 Q Okay. And when did he stop serving as the
25 superintendent?

1 THE COURT: Do you remember something about actuators
2 going missing?

3 THE WITNESS: Actuators going missing?

4 THE COURT: If you don't that's okay.

5 THE WITNESS: I write off the -- the only actuators I
6 could think is if it would be some in the irrigation pond, or
7 the other actuators would be for the plumbers and that -- but
8 that would be it. So honestly, no, not off the top of my head.

9 THE COURT: Okay. After May 3rd, 2013, when you
10 didn't have the other guys at the site anymore, can you give me
11 an estimate of how many hours per day you worked on the project
12 realtime.

13 THE WITNESS: Actually hands on?

14 THE COURT: Hands on.

15 THE WITNESS: I'd say the best -- the best and most
16 honest thing would be about a 50-50 time. The amount of
17 paperwork that it takes to consume and start on that and
18 checklists and the safety responsibilities we have -- because
19 as a single father I'm going home safe -- so we have to be safe
20 and the actual work, that would be my most honest answer.

21 THE COURT: Okay. Thank you, sir.

22 THE WITNESS: You're welcome.

23 THE COURT: Redirect.

24 MR. COX: I have no redirect, Your Honor.

25 THE COURT: Okay.

1 THE COURT: Can everybody get here by 9:00?

2 MR. DOMINA: Yes.

3 THE COURT: Okay. All right. We'll see you then.

4 Have a nice evening.

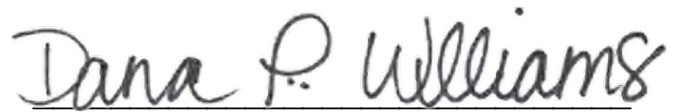
5 (Proceedings concluded for the evening at 4:47 p.m.)

6 -oOo-

7 ATTEST: I do hereby certify that I have truly and correctly
8 transcribed the audio/video proceedings in the above-entitled
9 case.

10

11

A handwritten signature in dark ink, reading "Dana L. Williams". The signature is written in a cursive style with a horizontal line underneath the name.

12

Dana L. Williams
Transcriber

13

14

15

16

17

18

19

20

21

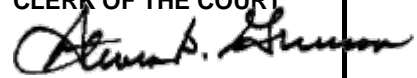
22

23

24

25

EXHIBIT 3



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

HELIX ELECTRIC OF NEVADA LLC,)
)
Plaintiff,)
)
vs.)
)
APCO CONSTRUCTION, et al.,)
)
Defendants.)

CASE NO. A-16-730091-B
DEPT NO. XI

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

WEDNESDAY, JUNE 5, 2019

BENCH TRIAL - DAY 3

APPEARANCES:

FOR THE PLAINTIFF: CARY B. DOMINA, ESQ.
JEREMY D. HOLMES, ESQ.
RONALD J. COX, ESQ.

FOR THE DEFENDANTS: JOHN R. JEFFERIES, ESQ.

RECORDED BY: JILL HAWKINS, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

I N D E X

Closing argument for the Plaintiff by Mr. Domina	99
Closing argument for the Defendants by Mr. Jefferies	112

WITNESSES FOR THE DEFENSE:

JOE PELAN

Continued Direct Examination by Mr. Jefferies	4
Cross-Examination by Mr. Domina	6
Redirect Examination by Mr. Jefferies	92

E X H I B I T S

PLAINTIFF'S EXHIBITS ADMITTED:

PX103	43
-------	----

DEFENSE EXHIBITS ADMITTED:

DX214	5
-------	---

1 **LAS VEGAS, CLARK COUNTY, NEVADA JUNE 5, 2019, 9:04 A.M.**

2 * * * * *

3 THE COURT: So you ready?

4 MR. JEFFERIES: Yes, Your Honor.

5 THE COURT: I was trying to remember last night,
6 Mr. Domina, how many times Mr. Pelan has been in front of me
7 because he's at settlement conferences and proceedings, and he
8 mentioned one of the cases yesterday, a project I had done the
9 settlement conference on, and I had forgotten that one.

10 **JOE PELAN**

11 [having been called as a witness and being first duly sworn,
12 testified as follows:]

13 THE COURT: It makes you feel old.

14 THE CLERK: Thank you. Please be seated. Please
15 state and spell your name for the record.

16 THE WITNESS: Joe Pelan. J-o-e, P-e-l-a-n.

17 THE COURT: And I don't even want to count how many
18 cases Helix has been involved in.

19 MR. JEFFERIES: May I approach, Your Honor?

20 THE COURT: You can.

21 MR. JEFFERIES: May I approach?

22 THE COURT: Yes, you can.

23 (Pause in the proceedings.)

24 THE COURT: Next in order.

25 So I am suffering from allergies pretty bad today.

1 for whatever reason for that's about 25 percent or so of those
2 fixtures. And why they weren't delivered, I do not know. They
3 were way late.

4 Q Okay. So that's what you meant --

5 THE COURT: The ones from Graybar were way late?

6 THE WITNESS: Yes.

7 BY MR. DOMINA:

8 Q Okay. And so that's what you meant by sort of?

9 A Yes, sir.

10 Q So they weren't going to pay for it. It wasn't in
11 their contract to pay for it, but you said that it was this
12 kind of side deal that Victor was going to, to help you out a
13 little bit, do the submittals and submit the purchase order to
14 Graybar?

15 A Yes. He had them send it to me directly.

16 Q Using APCO's money to pay for it?

17 A Yes, sir.

18 Q Okay. Did you at the time that you were told this
19 information from Mr. Duvall, did you reach out to Victor or
20 anyone else at Helix and, one, either tell them about this
21 issue, or two, give them an opportunity to present some sort of
22 defense or support to rebut what the city was saying here?

23 A No.

24 Q Okay. And why didn't you do that?

25 A Because I handle each situation one at a time.

1 Q Did you feel that you -- and, in fact, today you
2 testified, well, you thought there might have been some merit,
3 but, you know, you really didn't like that. Were there -- did
4 you want to rebut? Did you want to reject the city's position
5 that 119 days of that nine-month delay were compensable?

6 A You're asking me what I wanted to do?

7 Q Did you feel that you should have rejected those 119
8 days?

9 A Well, when there's this much money involved, I go see
10 the owners. And I said, look --

11 Q Just let me stop you there. Owners of APCO?

12 A Yes, sir.

13 Q Okay. Thank you. Keep going.

14 A Sorry. And I said we put in a million dollar change
15 order. I don't know if it's the timing of this. It's not the
16 timing of this document. They're offering 560. Do you want me
17 to take it and not file a claim, and they said, yes.

18 Q Okay. So APCO made a business decision to take what
19 was being offered, which admittedly was 119 days less than what
20 it was seeking by way of its initial change order request; is
21 that correct?

22 A That's correct.

23 Q Okay. And you made that business decision without
24 including any discussion with your subcontractors, including
25 Helix; correct?

1 A That's correct.

2 Q Let's take a look at the -- this table here. The
3 general conditions, the total of -- if you go to the far right,
4 it says daily price \$365 or 365 days. There's a
5 Number 1,107 --

6 THE COURT: What exhibit are you on?

7 MR. DOMINA: Oh. I thought I was still on
8 Exhibit 22. Sorry, Your Honor.

9 THE COURT: I was just checking.

10 BY MR. DOMINA:

11 Q Okay. So that table there, you look to the far
12 right, 1,750?

13 A There must be something in here. Sorry.

14 Q Allergies?

15 A Something.

16 THE COURT: So it's not just me?

17 THE WITNESS: No. It's something in here I think.

18 MR. DOMINA: Mine start in the spring for some --
19 Whatever it is in the spring I get.

20 THE COURT: Well, we got a lot of rain this year. So
21 a lot of things are blooming, and a lot of people are sick.

22 MR. DOMINA: Yeah.

23 THE COURT: Which means everybody at the courthouse
24 is sick because, boy do we get a lot of the public in here.

25 MR. DOMINA: A lot of the, yes, very diverse public

1 I'm just going to just briefly say if there is a no damages for
2 delay clause, and it was talked about, NRS 338.485 clearly says
3 that on public works projects it's void and unenforceable if
4 the delay was either so unreasonable as to amount to an
5 abandonment of the project, which nine months was, or if it's
6 caused by the city's decision to significantly add to the
7 duration of the project.

8 And that's why I asked Mr. Pelan who made the
9 decision. He said, We did. Because now we fall under the
10 fourth prong of that section and clearly show that no damages
11 for delay is void and unenforceable under this situation.

12 The other argument that they say is we didn't follow
13 our -- the claim procedure that's in the prime contract and/or
14 the subcontract. That goes again to this concept that they
15 were telling us that the city rejected our claim based on the
16 lack of backup.

17 So that was a misrepresentation based on what
18 Mr. Pelan -- or what Mr. Llamado was saying from the city. How
19 could we have gone through any appeals process, any appeal that
20 we tried to effectuate would have been a -- a futile effort
21 because it wasn't being appealed under the right assumption.
22 If we had gone and tried to do an appeal as they're saying, the
23 appeal process would have been a hoax because it wasn't being
24 rejected for backup. It was being rejected because they didn't
25 put it into their own claim. So again, they're trying to use

1 ATTORNEYS: Thank you, Your Honor.

2 THE COURT: Even though they disagree on several
3 points.

4 THE CLERK: June 21st for the status check.

5 THE COURT: Ramsey.

6 THE MARSHAL: Yes, ma'am.

7 THE COURT: If you would, I have one book that I've
8 made notes in.

9 THE MARSHAL: Okay.

10 THE COURT: I have it. But would you put these
11 others in a box and not let them touch the money source box
12 because although I've done the draft of my decision, it's not
13 out of the office yet.

14 So all right, guys. See you later.

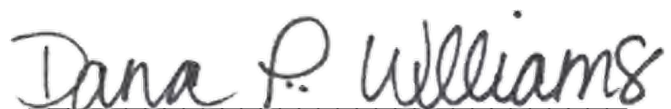
15 (Proceedings concluded at 11:55 a.m.)

16 -oOo-

17 ATTEST: I do hereby certify that I have truly and correctly
18 transcribed the audio/video proceedings in the above-entitled
19 case.

20

21

A handwritten signature in cursive script that reads "Dana L. Williams". The signature is written in dark ink and is positioned above the printed name and title.

22

Dana L. Williams
Transcriber

23

24

25